

**VILLAGE OF BARTLETT**  
**BOARD AGENDA**  
**DECEMBER 4, 2018**  
**7:00 P.M.**

1. CALL TO ORDER
2. ROLL CALL
3. INVOCATION
4. PLEDGE OF ALLEGIANCE
5. \*CONSENT AGENDA\*

*All items listed with an asterisk\* are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items unless a Board member so requests, in which event, the item will be removed from the General Order of Business and considered at the appropriate point on the agenda.*

\*6. MINUTES: Board Minutes – November 20, 2018

\*7. BILL LIST: December 4, 2018

8. TREASURER'S REPORT: None

9. PRESIDENT'S REPORT: A. National Impaired Driving Prevention Month Proclamation

10. QUESTION/ANSWER: PRESIDENT & TRUSTEES

11. TOWN HALL: (Note: Three (3) minute time limit per person)

12. STANDING COMMITTEE REPORTS:

**A. BUILDING & ZONING COMMITTEE, CHAIRMAN HOPKINS**

- \*1. 2019 Annual Meeting Schedule

**B. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GABRENYA**

1. Siri Grocery Store BEDA Grant Approval

**C. FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE**

1. Ordinance Abating a Portion of Taxes Heretofore Levied for the Year 2018 to Pay Debt Service on: General Obligation Refunding Bonds Series 2017 of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois
2. Ordinance for the Levy and Assessment of Taxes for the General Corporate and Other Purposes of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, for the Fiscal Year Beginning May 1, 2018 and ending April 30, 2019
- \*3. Resolution Adopting the 2019-2023 Capital Improvements Program

**D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN CAMERER**

1. None

**E. POLICE & HEALTH COMMITTEE, CHAIRMAN CARONARO**

1. None

**F. PUBLIC WORKS COMMITTEE, CHAIRMAN REINKE**

1. Resolution Approving the Contract Between the Village of Bartlett and Midwest Water Group D/B/A RMS Utility Services for the Construction of the 2018 Sanitary Manhole Rehabilitation Project
2. Resolution Approving of the Agreement for Professional Engineering Services Between the Village of Bartlett and Engineering Enterprises, Inc.
- \*3. Resolution Approving of a Professional Services Agreement Between the Village of Bartlett and BLA Inc. for the Schick-Petersdorf Resurfacing Phase III Engineering

13. NEW BUSINESS

14. QUESTION/ANSWER: PRESIDENT & TRUSTEES

15. ADJOURNMENT



**VILLAGE OF BARTLETT**  
**BOARD MINUTES**  
**November 20, 2018**

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1. CALL TO ORDER

President Wallace called the regular meeting of November 20, 2018 of the President and Board of Trustees of the Village of Bartlett to order on the above date at 7:00 p.m. in the Council Chambers.

2. ROLL CALL

PRESENT: Trustees Camerer, Carbonaro, Deyne, Gabrenya, Hopkins, Reinke, and President Wallace

ABSENT: None

ALSO PRESENT: Village Administrator Paula Schumacher, Assistant to the Village Administrator Scott Skrycki, Economic Development Coordinator Tony Fradin, Management Analyst Sam Hughes, Planner Angela Zubko, Finance Director Todd Dowden, Public Works Director Dan Dinges, Public Works Engineer Bob Allen, Building Director Brian Goralski, Food & Beverage Manager Paul Petersen, Police Chief Patrick Ullrich, Deputy Chief Geoff Pretkelis, Deputy Chief Chuck Snider, Village Attorney Bryan Mraz and Village Clerk Lorna Giles.

3. INVOCATION – Pastor Susan Tyrrel, Immanuel United Church of Christ, gave the invocation.

4. PLEDGE OF ALLEGIANCE

5. CONSENT AGENDA

President Wallace stated that all items marked with an asterisk on the Agenda are considered to be routine and will be enacted by one motion. He further stated that there will be no separate discussion of these items unless a Board member so requests, in which event, that item will be removed from the Consent Agenda and considered at the appropriate point on the Agenda. He asked if there were any items a Board member wished to remove from the Consent Agenda, or any items a Board member wished to add to the Consent Agenda.

Trustee Carbonaro stated that he would like to add item 1 under Police & Health, Resolution 2018-124-R, a Resolution Approving a 60-Day Extension of Construction Administration Services Agreement with Williams Architects for the New Bartlett Police Facility to the Consent Agenda.

Trustee Deyne moved to amend the Consent Agenda to add item 1 under Police & Health, Resolution 2018-124-R, a Resolution Approving a 60-Day Extension of Construction



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Administration Services Agreement with Williams Architects for the New Bartlett Police Facility and that motion was seconded by Trustee Hopkins.

**ROLL CALL VOTE TO AMEND THE CONSENT AGENDA**

**AYES:** Trustees Camerer, Carbonaro, Deyne, Gabrenya, Hopkins, Reinke

**NAYS:** None

**ABSENT:** None

**MOTION CARRIED**

President Wallace then recited each item that was originally on the Consent Agenda and each item that was added to the Consent Agenda, including the nature of the matters being considered and other information to inform the public of matters being voted upon on the Amended Consent Agenda. He then stated that he would entertain a motion to approve the Amended Consent Agenda, and the items designated to be approved by consent therein.

Trustee Deyne moved to approve the Amended Consent Agenda, and all items designated to be approved by consent therein as amended, and that motion was seconded by Trustee Carbonaro.

**ROLL CALL VOTE TO APPROVE THE AMENDED CONSENT AGENDA AND  
CONSENT ITEMS THEREIN**

**AYES:** Trustees Camerer, Carbonaro, Deyne, Gabrenya, Hopkins, Reinke

**NAYS:** None

**ABSENT:** None

**MOTION CARRIED**

6. MINUTES – Covered and approved under the Consent Agenda.
7. BILL LIST – Covered and approved under the Consent Agenda.
8. TREASURER'S REPORT

Finance Director Todd Dowden stated that this was the September Treasurer's Report. He stated that next month, in December, he will present the six month budget review. He then presented the Municipal Sales Tax Report through July, 2018, and stated it totaled \$218,236 and was down \$6,032 (2.69%) from the previous month last year. Motor Fuel Tax distribution through August, 2018 totaled \$90,079 and was up \$109 from the prior year.



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9. PRESIDENT'S REPORT

President Wallace presented a Proclamation recognizing Bartlett Eagle Scout Ethan Tyler Bax for his community service.

10. QUESTION/ANSWER: PRESIDENT & TRUSTEES - None

11. TOWN HALL

**David Matthews, 218 N. Oak Avenue**

Ms. Matthews stated that she has been a resident for forty-four years. She is part of a small group of residents who are interested in ensuring that our children can experience the same or better quality of life here in Bartlett. She applauded the Village for doing the SolSmart Program. This program recognizes cities, counties, small towns, for making it faster, easier and more affordable to go solar. It provides no-cost technical assistance to help local governments become open for solar business. Brian Goralski, Building Director, has been instrumental in getting Bartlett on board.

**Pushpa Patel, 160 Pleasant Drive**

Mr. Patel congratulated the Village on enrolling in the SolSmart Program. He thought it was a significant, positive step in terms of making sure that we can generate renewable energy here in the Village. The Fox Valley Sustainability Network is sponsoring a presentation about a program called the Greenest Region Compact on Friday, November 30<sup>th</sup> at 10:00 a.m. at Hickory Knolls Discovery Center in St. Charles. This event would be a great opportunity to learn about the events and joining the Greenest Region Compact. As community residents, they are focused on supporting the Village to become more sustainable. He looked forward to speaking with the Trustees in the near future.

12. STANDING COMMITTEE REPORTS

A. BUILDING & ZONING COMMITTEE, CHAIRMAN HOPKINS

Trustee Hopkins stated that Ordinance 2018-125, an Ordinance Approving a Site Plan and Granting a Special Use Permit to Allow a Carwash at 1255 W. Lake Street was covered and approved under the Consent Agenda.

B. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GABRENYA

Trustee Gabrenya presented Ordinance 2018-123, an Ordinance Authorizing the Sale of Real Estate Owned by the Village of Bartlett Which is no Longer Necessary, Appropriate, Required for the Use of, Profitable to the Village, or for the Best Interest of the Village, and Approving a Real Estate purchase and Sale Agreement Between, More Dusty, LLC and the Village of Bartlett for the Property Commonly Known as 117-121 E. Railroad



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Avenue. She stated that staff has been working on attracting a brewery out of Villa Park, Illinois since the fall of 2017. The project would fill a market void in the community and sell a Village owned property. It achieves many of the objectives in the Village's TOD and strategic plans. Staff has done an amazing job working with this business owner.

Assistant Village Administrator Scott Skrycki stated that what they see before them is a contractual agreement to purchase land. The seller is the Village and the buyer is More Brewing. They are proposing a two story brew pub at 117 Railroad Avenue, (former Lucky Jacks). It is a two-story building with thirty seats for private parties, fifty seats will be situated on a rooftop, the remaining seats will be in the restaurant. The owners have been operating a brewery out of Villa Park since 2017. He stated that Sunny Patel, a Bartlett resident, was in the audience if there were any questions. A few key points in the contract is a \$100,000 sales tax incentive or 10 years, whichever comes first. Based on his research he would be surprised if they made it half that time. They have shared their P&L statements and they have researched some comparables. The contract has the right of first refusal.

Trustee Gabrenya moved to approve Ordinance 2018-123, an Ordinance Authorizing the Sale of Real Estate Owned by the Village of Bartlett Which is no Longer Necessary, Appropriate, Required for the Use of, Profitable to the Village, or for the Best Interest of the Village, and Approving a Real Estate purchase and Sale Agreement Between, More Dusty, LLC and the Village of Bartlett for the Property Commonly Known as 117-121 E. Railroad Avenue and that motion was seconded by Trustee Camerer.

Trustee Hopkins asked if with the sales tax rebate in place and More Brewing decides to sell, does it follow to the next owner?

Village Administrator Paula Schumacher stated that it is only for this particular project.

Trustee Deyne asked when they anticipate the buildout.

Sunny Patel, Owner of More Brewing stated that this project has been long coming and they would like to build as soon as possible. Since they cannot break ground at this time, they plan to start the project around March or when the weather permits. They expect completion by the end of 2019.

President Wallace stated that it was a pleasure to meet him and they were very excited about the project. He encouraged him to talk with the Chamber of Commerce.

Attorney Mraz stated that this ordinance requires six "Yes" votes to pass.



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ROLL CALL VOTE TO APPROVE ORDINANCE 2018-123 AUTHORIZING THE SALE OF REAL ESTATE TO MORE DUSTY, LLC

AYES: Trustees Camerer, Carbonaro, Deyne, Gabrenya, Hopkins, Reinke  
NAYS: None  
ABSENT: None  
MOTION CARRIED

C. FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE

Trustee Deyne stated that there was no report.

D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN CAMERER

Trustee Camerer stated that there was no report.

E. POLICE & HEALTH COMMITTEE, CHAIRMAN CARBONARO

Trustee Carbonaro stated that Resolution 2018-124-R, a Resolution Approving a 60-Day Extension of Construction Administration Services Agreement with Williams Architects for the New Bartlett Police Facility was covered and approved under the Consent Agenda.

F. PUBLIC WORKS COMMITTEE, CHAIRMAN REINKE

Trustee Reinke stated that Ordinance 2018-126, an Ordinance Authorizing the Sale by Internet Auction of Surplus Personal Property Owned by the Village of Bartlett was covered and approved under the Consent Agenda.

13. NEW BUSINESS

Trustee Camerer stated that since the holiday season is approaching, he wondered what the viability would be to light up the trees in the downtown. He also stated that some cities leave the lights on year-round as an attraction and he thought if it was done correctly it could be quite appealing.

President Wallace stated that it was a great idea.

Trustee Deyne stated that they do have lights on the lamp poles.

14. QUESTION/ANSWER: PRESIDENT & TRUSTEES - None



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15. ADJOURN TO COMMITTEE OF THE WHOLE MEETING

President Wallace stated that the Board will be going into the Committee of the Whole meeting immediately following the close of this meeting.

There being no further business to discuss, Trustee Deyne moved to adjourn the regular Board meeting and that motion was seconded by Trustee Camerer.

ROLL CALL VOTE TO ADJOURN

AYES: Trustees Camerer, Carbonaro, Deyne, Gabrenya, Hopkins, Reinke

NAYS: None

ABSENT: None

MOTION CARRIED

The meeting was adjourned at 7:22 p.m.

Lorna Gilles  
Village Clerk

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 12/4/2018**

**100-GENERAL FUND REVENUES**

**410110-REAL ESTATE TRANSFER TAX**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SURESH BALACHANDRAN	TRANSFER TAX REFUND	1,230.00
<b>INVOICES TOTAL:</b>		<b>1,230.00</b>

**100000-GENERAL FUND**

**210002-GROUP INSURANCE PAYABLE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 DELTA DENTAL OF ILLINOIS - RISK	MONTHLY INSURANCE - DEC 2018	15,137.01
** 1 DELTA DENTAL OF ILLINOIS - RISK	MONTHLY INSURANCE - DEC 2018	141.35
<b>INVOICES TOTAL:</b>		<b>15,278.36</b>

**1100-VILLAGE BOARD/ADMINISTRATION**

**523100-ADVERTISING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TODD WILLIAM CASE	RAILROAD AVE PROJECT	275.00
<b>INVOICES TOTAL:</b>		<b>275.00</b>

**532000-AUTOMOTIVE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	38.21
<b>INVOICES TOTAL:</b>		<b>38.21</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	CALENDARS/APPT BOOKS	237.43
1 WAREHOUSE DIRECT	DESK PAD	15.75
1 WAREHOUSE DIRECT	CHAIRMAT/COAT HOOK	93.89
1 WAREHOUSE DIRECT	OFFICE SUPPLIES	23.03
<b>INVOICES TOTAL:</b>		<b>370.10</b>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	DESK FURNITURE	2,498.00
<b>INVOICES TOTAL:</b>		<b>2,498.00</b>

**1200-PROFESSIONAL SERVICES**

**523400-LEGAL SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	925.00
<b>INVOICES TOTAL:</b>		<b>925.00</b>

\*\* Indicates pre-issue check.



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 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 12/4/2018**

**523401-ARCHITECTURAL/ENGINEERING SVC**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAMPTON LENZINI AND RENWICK INC	GALLERIA OF BARTLETT REVIEW SERVICES	1,030.75
<b>INVOICES TOTAL:</b>		<b>1,030.75</b>

**1210-LIABILITY INSURANCE**

**544200-LIABILITY INS DEDUCTIBLE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 INTERGOVERNMENTAL RISK	OCTOBER DEDUCTIBLE	3,549.43
<b>INVOICES TOTAL:</b>		<b>3,549.43</b>

**1400-FINANCE**

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	CALENDARS/LAMP/TAPE	289.88
1 WAREHOUSE DIRECT	WALL CALENDAR	25.26
<b>INVOICES TOTAL:</b>		<b>315.14</b>

**532300-POSTAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FEDERAL EXPRESS CORP	DUPAGE/KANE AFR	34.96
** 1 U S POSTAL SERVICE	POSTAGE FOR METER	5,000.00
<b>INVOICES TOTAL:</b>		<b>5,034.96</b>

**1500-COMMUNITY DEVELOPMENT**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CANON SOLUTIONS AMERICA INC	COPIER MAINTENANCE SERVICE	386.92
<b>INVOICES TOTAL:</b>		<b>386.92</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	DIGITAL ANEMOMETER	22.99
<b>INVOICES TOTAL:</b>		<b>22.99</b>

**530115-SUBSCRIPTIONS/PUBLICATIONS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SHI	ADOBE ACROBAT PRO 2017	319.00
<b>INVOICES TOTAL:</b>		<b>319.00</b>

**532000-AUTOMOTIVE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	109.61

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 12/4/2018**

INVOICES TOTAL: 109.61

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	CARDS	13.18
		<u>INVOICES TOTAL: 13.18</u>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KANE COUNTY PLANNERS	HOLIDAY FORUM REGISTRATION	120.00
		<u>INVOICES TOTAL: 120.00</u>

**543101-DUES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 IL ASSOC OF CODE ENFORCEMENT	MEETING REGISTRATION FEES	105.00
1 IL ASSOC OF CODE ENFORCEMENT	MEMBERSHIP DUES/S DUCHESNE	40.00
1 IL ASSOC OF CODE ENFORCEMENT	MEMBERSHIP DUES/K SMITH	40.00
1 IL ASSOC OF CODE ENFORCEMENT	MEMBERSHIP DUES/B SCHROER	40.00
		<u>INVOICES TOTAL: 225.00</u>

**1600-BUILDING**

**523010-ELEVATOR INSPECTIONS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THOMPSON ELEVATOR INSPECTION	ELEVATOR PLAN REVIEW	100.00
		<u>INVOICES TOTAL: 100.00</u>

**526000-VEHICLE MAINTENANCE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 IVY LANE CORPORATION	VEHICLE MAINTENANCE	76.48
		<u>INVOICES TOTAL: 76.48</u>

**526005-PLAN REVIEW SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FIRE SAFETY CONSULTANTS INC	PLAN REVIEW SERVICES	4,411.60
		<u>INVOICES TOTAL: 4,411.60</u>

**532000-AUTOMOTIVE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	203.70
		<u>INVOICES TOTAL: 203.70</u>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BUILDING & FIRE CODE ACADEMY	SEMINAR FEES	195.00
1 SUBURBAN BUILDING OFFICIALS CONF	ANNUAL MEETING/HOLIDAY LUNCHEON	120.00

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 12/4/2018**

INVOICES TOTAL: 315.00

**1700-POLICE**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	456.18
<u>INVOICES TOTAL:</u>		<u>456.18</u>

**526000-VEHICLE MAINTENANCE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MEINEKE CAR CARE CENTER	VEHICLE MAINTENANCE	27.92
1 MEINEKE CAR CARE CENTER	VEHICLE MAINTENANCE	19.95
1 MEINEKE CAR CARE CENTER	VEHICLE MAINTENANCE	27.56
1 MEINEKE CAR CARE CENTER	VEHICLE MAINTENANCE	19.95
1 MEINEKE CAR CARE CENTER	VEHICLE MAINTENANCE	19.95
1 MEINEKE CAR CARE CENTER	VEHICLE MAINTENANCE	1,934.11
1 MEINEKE CAR CARE CENTER	VEHICLE MAINTENANCE	19.95
1 MEINEKE CAR CARE CENTER	VEHICLE MAINTENANCE	27.56
1 RIVER RAND AUTO INC	REPLACED BROKEN TRAILER JACK	65.00
1 ULTRA STROBE COMMUNICATIONS INC	EQUIPMENT REPLACEMENT	58.95
1 WOODSTOCK POWERSPORTS	SPARK PLUG REPLACEMENT	83.95
<u>INVOICES TOTAL:</u>		<u>2,304.85</u>

**526050-VEHICLE SET UP**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ILLINOIS SECRETARY OF STATE	TITLE/PLATES FOR NEW POLICE SQUADS	309.00
1 ULTRA STROBE COMMUNICATIONS INC	EQUIPMENT INSTALLATION	1,775.00
1 ULTRA STROBE COMMUNICATIONS INC	EQUIPMENT FOR NEW UTILITY VEHICLE	1,179.70
<u>INVOICES TOTAL:</u>		<u>3,263.70</u>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMERICAN FIRST AID SERVICES INC	FIRST AID SUPPLIES	77.05
1 STATE GRAPHICS	ANIMAL HUMANE CARE NOTICES/FORMS	233.00
1 STREICHER'S INC	BADGES	170.60
1 WAREHOUSE DIRECT	INK CARTRIDGE	98.64
<u>INVOICES TOTAL:</u>		<u>579.29</u>

**530115-SUBSCRIPTIONS/PUBLICATIONS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THOMSON REUTERS - WEST	MONTHLY SUBSCRIPTION	201.65
<u>INVOICES TOTAL:</u>		<u>201.65</u>

**532000-AUTOMOTIVE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	8,542.91

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 12/4/2018**

**INVOICES TOTAL: 8,542.91**

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ABILITY AWARDS INC	NAME PLATE INSERTS	68.85
1 WAREHOUSE DIRECT	BATH TISSUE/TRASH BAGS	64.03
1 WAREHOUSE DIRECT	POST-IT NOTES	13.92
1 WAREHOUSE DIRECT	FOLDERS/MONEY RECEIPT BOOK	45.09
1 WAREHOUSE DIRECT	STAMP	10.00
<b>INVOICES TOTAL:</b>		<b>201.89</b>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GLOCK PROFESSIONAL INC	ARMORER'S COURSE	250.00
1 ILLINOIS DRUG ENFORCEMENT	CONFERENCE FEE/J DURBIN	275.00
1 ILLINOIS DRUG ENFORCEMENT	CONFERENCE FEE/G MITCHELL	275.00
1 ILLINOIS DRUG ENFORCEMENT	CONFERENCE FEE/E KISTLER	275.00
1 ILLINOIS DRUG ENFORCEMENT	CONFERENCE FEE/R SIECKMAN	275.00
1 SAFE KIDS WORLDWIDE	SAFETY SEAT RE-CERTIFICATION	50.00
<b>INVOICES TOTAL:</b>		<b>1,400.00</b>

**542000-PLANNING & RESEARCH**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CAEA	ANNUAL CONTINUATION FEE	4,646.00
<b>INVOICES TOTAL:</b>		<b>4,646.00</b>

**543101-DUES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 POLICE EXECUTIVE RESEARCH FORUM	MEMBERSHIP RENEWAL	200.00
<b>INVOICES TOTAL:</b>		<b>200.00</b>

**543900-COMMUNITY RELATIONS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALBERTSONS - SAFEWAY	FOOD PURCHASES/SUPPLIES	80.93
<b>INVOICES TOTAL:</b>		<b>80.93</b>

**545100-EMERGENCY MANAGEMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
2 ALBERTSONS - SAFEWAY	FOOD PURCHASES/SUPPLIES	13.34
1 COMCAST	VPN SERVICE	86.72
<b>INVOICES TOTAL:</b>		<b>100.06</b>

**545200-POLICE/FIRE COMMISSION**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 METRO-WESTERN COOK	BACKGROUND CHECK FEES	72.00
<b>INVOICES TOTAL:</b>		<b>72.00</b>

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 12/4/2018**

**1800-STREET MAINTENANCE**

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	14.54
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	1,400.79
<b>INVOICES TOTAL:</b>		<b>1,415.33</b>

**526000-VEHICLE MAINTENANCE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KAMMES AUTO & TRUCK REPAIR INC	VEHICLE MAINTENANCE	1,129.17
1 KAMMES AUTO & TRUCK REPAIR INC	VEHICLE MAINTENANCE	649.49
1 POMP'S TIRE SERVICE INC	TIRE REPLACEMENTS	1,460.72
1 POMP'S TIRE SERVICE INC	FLAT TIRE REPAIRS	451.50
<b>INVOICES TOTAL:</b>		<b>3,690.88</b>

**527110-SVCS TO MAINTAIN TRAFFIC SIGS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MEADE ELECTRIC CO INC	TRAFFIC SIGNAL/STREET LIGHT MAINT	341.00
<b>INVOICES TOTAL:</b>		<b>341.00</b>

**527113-SERVICES TO MAINT. GROUNDS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MIDWEST COMPOST - ELGIN	WOOD CHIP DISPOSAL	25.00
1 MIDWEST COMPOST - ELGIN	WOOD CHIP DISPOSAL	25.00
<b>INVOICES TOTAL:</b>		<b>50.00</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AIRGAS NORTH CENTRAL	CYLINDER RENTAL	181.43
1 AIRGAS NORTH CENTRAL	CYLINDER LEASE RENEWAL	45.46
1 AIRGAS NORTH CENTRAL	MATERIALS & SUPPLIES	510.18
1 AUTOZONE INC	MAINTENANCE SUPPLIES	58.45
1 GRAINGER	VEHICLE WASH & WAX	104.81
<b>INVOICES TOTAL:</b>		<b>900.33</b>

**530160-SAFETY EQUIPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FIVE STAR SAFETY EQUIPMENT INC	HARD HAT RATCHETS	16.50
1 FIVE STAR SAFETY EQUIPMENT INC	EAR MUFFS	50.00
1 FIVE STAR SAFETY EQUIPMENT INC	HARD HAT RATCHETS	33.00
<b>INVOICES TOTAL:</b>		<b>99.50</b>

**532010-FUEL PURCHASES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	3,884.15

\*\* Indicates pre-issue check.

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INVOICES TOTAL: 3,884.15

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	INK CARTRIDGE	98.64
1 WAREHOUSE DIRECT	COFFEE/PAPER TOWELS/SUPPLIES	730.57
	<u>INVOICES TOTAL:</u>	<u>829.21</u>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ACME TRUCK BRAKE & SUPPLY CO	CREDIT - CORE CHARGE	-650.00
1 ACME TRUCK BRAKE & SUPPLY CO	EQUIPMENT MAINTENANCE SUPPLIES	500.96
1 ACME TRUCK BRAKE & SUPPLY CO	EQUIPMENT MAINTENANCE SUPPLIES	656.25
1 ACME TRUCK BRAKE & SUPPLY CO	EQUIPMENT MAINTENANCE SUPPLIES	106.40
1 AUTOZONE INC	MAINTENANCE SUPPLIES	954.98
1 INTERSTATE BILLING SERVICE INC	EQUIPMENT MAINTENANCE SUPPLIES	427.46
1 KELLER HEARTT CO INC	EQUIPMENT MAINTENANCE SUPPLIES	323.00
1 KELLER HEARTT CO INC	EQUIPMENT MAINTENANCE SUPPLIES	1,743.40
1 NORDIC PLOW LLC	EQUIPMENT MAINTENANCE SUPPLIES	580.80
1 POMP'S TIRE SERVICE INC	FLAT TIRE REPAIRS	45.00
1 WHOLESALE DIRECT INC	HYDRAULIC MOTOR/SUPPLIES	1,619.42
	<u>INVOICES TOTAL:</u>	<u>6,307.67</u>

**534400-STREET MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALLIED ASPHALT PAVING COMPANY	ASPHALT PURCHASE	1,162.80
1 ALLIED ASPHALT PAVING COMPANY	ASPHALT PURCHASE	84.53
1 ALLIED ASPHALT PAVING COMPANY	ASPHALT PURCHASE	1,178.19
1 ALLIED ASPHALT PAVING COMPANY	ASPHALT PURCHASE	594.13
1 ALLIED ASPHALT PAVING COMPANY	ASPHALT PURCHASE	60.99
1 WELCH BROS INC	GRAVEL PURCHASE	336.00
1 WELCH BROS INC	GRAVEL PURCHASE	336.00
1 WELCH BROS INC	GRAVEL PURCHASE	336.00
	<u>INVOICES TOTAL:</u>	<u>4,088.64</u>

**534600-BUILDING MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JOHNSON CONTROLS SECURITY SOLUTIONS	QUARTERLY BILLING	55.46
1 UNIFIRST CORPORATION	MATS	14.04
	<u>INVOICES TOTAL:</u>	<u>69.50</u>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ILLINOIS ARBORIST ASSOCIATION	CONFERENCE REGISTRATION	340.00
	<u>INVOICES TOTAL:</u>	<u>340.00</u>

\*\* Indicates pre-issue check.

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**543101-DUES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMERICAN PUBLIC WORKS ASSOC	ANNUAL MEMBERSHIP RENEWAL FEES	850.00
	<b>INVOICES TOTAL:</b>	<b>850.00</b>

**543800-STORMWATER FACILITIES MAINT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EARTH INC	GRAVEL PURCHASE	264.90
1 NEENAH FOUNDRY COMPANY MUNICIPAL	ROLL FRAMES/GRATES	1,252.00
1 WELCH BROS INC	MAINTENANCE SUPPLIES	103.50
1 WELCH BROS INC	MAINTENANCE SUPPLIES	679.60
1 WELCH BROS INC	GRAVEL PURCHASE	43.50
	<b>INVOICES TOTAL:</b>	<b>2,343.50</b>

**5000-WATER OPERATING EXPENSES**

**522720-PRINTING SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	NOVEMBER 2018 BILLING	426.88
	<b>INVOICES TOTAL:</b>	<b>426.88</b>

**526000-VEHICLE MAINTENANCE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AUTOZONE INC	MAINTENANCE SUPPLIES	158.98
1 POMP'S TIRE SERVICE INC	TIRE REPLACEMENTS	489.84
1 POMP'S TIRE SERVICE INC	TIRE REPLACEMENTS	689.52
	<b>INVOICES TOTAL:</b>	<b>1,338.34</b>

**527120-SVCS TO MAINT MAINS/STORM LINE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EARTH INC	GRAVEL PURCHASE	264.90
	<b>INVOICES TOTAL:</b>	<b>264.90</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRAINGER	MATERIALS & SUPPLIES	50.50
1 GRAINGER	CREDIT - RETURNED ITEMS	-241.10
1 MID AMERICAN WATER INC	HYDRANT REPAIR PARTS	3,379.32
1 VANTAGE CUSTOM CLASSICS INC	STAFF SHIRT/JACKET	45.75
	<b>INVOICES TOTAL:</b>	<b>3,234.47</b>

**532000-AUTOMOTIVE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	727.58
	<b>INVOICES TOTAL:</b>	<b>727.58</b>

\*\* Indicates pre-issue check.

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**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	COFFEE/PAPER TOWELS/SUPPLIES	65.69
	<b>INVOICES TOTAL:</b>	<b>65.69</b>

**532300-POSTAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 SEBIS DIRECT INC	NOVEMBER BILLS POSTAGE	1,693.77
	<b>INVOICES TOTAL:</b>	<b>1,693.77</b>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CORE & MAIN LP	EQUIPMENT MAINTENANCE SUPPLIES	211.66
1 GRAINGER	EQUIPMENT MAINTENANCE SUPPLIES	85.25
1 GRAINGER	EQUIPMENT MAINTENANCE SUPPLIES	249.40
1 USA BLUE BOOK	EQUIPMENT MAINTENANCE SUPPLIES	151.34
	<b>INVOICES TOTAL:</b>	<b>697.65</b>

**534600-BUILDING MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JOHNSON CONTROLS SECURITY SOLUTIONS	QUARTERLY BILLING	55.46
1 UNIFIRST CORPORATION	MATS	14.04
	<b>INVOICES TOTAL:</b>	<b>69.50</b>

**543101-DUES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMERICAN PUBLIC WORKS ASSOC	ANNUAL MEMBERSHIP RENEWAL FEES	170.00
	<b>INVOICES TOTAL:</b>	<b>170.00</b>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	APPLE IPAD	406.98
	<b>INVOICES TOTAL:</b>	<b>406.98</b>

**5100-SEWER OPERATING EXPENSES**

**522720-PRINTING SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	NOVEMBER 2018 BILLING	426.87
	<b>INVOICES TOTAL:</b>	<b>426.87</b>

**524210-SLUDGE REMOVAL**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SYNAGRO CENTRAL LLC	SLUDGE DISPOSAL/TEMP DEWATERING	3,021.00
1 SYNAGRO CENTRAL LLC	SLUDGE DISPOSAL/TEMP DEWATERING	4,773.18

\*\* Indicates pre-issue check.



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INVOICES TOTAL: 7,794.18

**527120-SVCS TO MAINT MAINS/STORM LINE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EARTH INC	GRAVEL PURCHASE	264.90
		<u>INVOICES TOTAL: 264.90</u>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AIRGAS NORTH CENTRAL	CYLINDER RENTAL	181.43
1 AIRGAS NORTH CENTRAL	CYLINDER LEASE RENEWAL	45.46
1 AUTOZONE INC	MAINTENANCE SUPPLIES	66.52
1 HACH COMPANY	MATERIALS & SUPPLIES	893.51
		<u>INVOICES TOTAL: 1,186.92</u>

**530120-CHEMICAL SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAWKINS INC	CHEMICAL SUPPLIES	2,720.63
		<u>INVOICES TOTAL: 2,720.63</u>

**532000-AUTOMOTIVE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	950.22
		<u>INVOICES TOTAL: 950.22</u>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JACKSON-HIRSH INC	OFFICE SUPPLIES	222.91
1 WAREHOUSE DIRECT	COFFEE/PAPER TOWELS/SUPPLIES	181.88
		<u>INVOICES TOTAL: 404.79</u>

**532300-POSTAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 SEBIS DIRECT INC	NOVEMBER BILLS POSTAGE	1,693.76
		<u>INVOICES TOTAL: 1,693.76</u>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AUTOZONE INC	MAINTENANCE SUPPLIES	131.90
1 WEST SIDE ELECTRIC SUPPLY INC	ELECTRICAL SUPPLIES	5.35
		<u>INVOICES TOTAL: 137.25</u>

**534600-BUILDING MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JOHNSON CONTROLS SECURITY SOLUTIONS	QUARTERLY BILLING	55.47
1 UNIFIRST CORPORATION	MATS	14.04

\*\* Indicates pre-issue check.

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INVOICES TOTAL: 69.51

**543101-DUES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 AMERICAN PUBLIC WORKS ASSOC	ANNUAL MEMBERSHIP RENEWAL FEES	170.00
		<u>INVOICES TOTAL: 170.00</u>

**570100-MACHINERY & EQUIPMENT**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 SYNAGRO CENTRAL LLC	SLUDGE DISPOSAL/TEMP DEWATERING	7,948.05
1 SYNAGRO CENTRAL LLC	SLUDGE DISPOSAL/TEMP DEWATERING	18,624.90
		<u>INVOICES TOTAL: 26,572.95</u>

**5190-SEWER CAPITAL PROJECTS EXP**

**582026-COUNTRY CREEK LIFT STATION**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 CRAWFORD MURPHY & TILLY	LIFT STATION REHABILITATION PROJECT	5,561.74
		<u>INVOICES TOTAL: 5,561.74</u>

**5200-PARKING OPERATING EXPENSES**

**522400-SERVICE AGREEMENTS**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 JOHNSON CONTROLS SECURITY SOLUTIONS	CREDIT - BILLING ADJUSTMENT	-46.83
1 UNIFIRST CORPORATION	MATS	16.78
		<u>INVOICES TOTAL: -30.05</u>

**523800-RENT TO RAILROAD**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 METRA	QTRLY LEASE PYMT/AUG-OCT 2018	1,682.04
		<u>INVOICES TOTAL: 1,682.04</u>

**524120-UTILITIES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	84.71
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	360.81
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	58.30
		<u>INVOICES TOTAL: 503.82</u>

**5500-GOLF PROGRAM EXPENSES**

**522400-SERVICE AGREEMENTS**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 ANDERSON PEST SOLUTIONS	PEST CONTROL SERVICES	98.76
1 DIGITAL GOLF TECHNOLOGIES	DAILY PLAY FEE/SYSTEM RENTAL	1,044.50

\*\* Indicates pre-issue check.

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1	JOHNSON CONTROLS SECURITY SOLUTIONS	QUARTERLY BILLING	303.53
1	MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES - OCT 2018	275.62
1	ROSCOE CO	MATS	102.34
1	TEMPERATURE ENGINEERING INC	MONTHLY SERVICE AGREEMENT	550.00
			<b>INVOICES TOTAL: 2,374.75</b>

**530100-MATERIALS & SUPPLIES**

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1	EDWARD DON & COMPANY	HAND TOWELS/COTTON GLOVES	120.00
			<b>INVOICES TOTAL: 120.00</b>

**534200-GOLF CART MAINTENANCE MATLS**

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1	NADLER GOLF CAR SALES INC	MISC. CHARGE	2.61
			<b>INVOICES TOTAL: 2.61</b>

**534330-PURCHASES - BAGS/HEADCOVERS**

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1	TOUR EDGE GOLF MFG INC	GOLF BAGS	159.00
			<b>INVOICES TOTAL: 159.00</b>

**534332-PURCHASES - GOLF BALLS**

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1	TAYLOR MADE GOLF COMPANY	GOLF BALLS	676.80
			<b>INVOICES TOTAL: 676.80</b>

**534333-PURCHASES - GOLF CLUBS**

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1	TAYLOR MADE GOLF COMPANY	GOLF CLUBS	512.74
1	TAYLOR MADE GOLF COMPANY	GOLF CLUBS	191.57
			<b>INVOICES TOTAL: 704.31</b>

**534335-PURCHASES - MISC GOLF MDSE**

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1	ACUSHNET COMPANY	GOLF APPAREL	188.70
1	CHICAGO BILL'S GOLF INC	MISC. GOLF MERCHANDISE	360.00
1	COBRA PUMA GOLF INC	GOLF APPAREL	537.00
1	SUNICE USA INC	GOLF APPAREL	34.50
			<b>INVOICES TOTAL: 1,120.20</b>

**534600-BUILDING MAINTENANCE MATERIALS**

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1	WEST SIDE ELECTRIC SUPPLY INC	LIGHTING SUPPLIES	19.86
			<b>INVOICES TOTAL: 19.86</b>

\*\* Indicates pre-issue check.

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**5510-GOLF MAINTENANCE EXPENSES**

**522300-UNIFORM RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CINTAS CORPORATION	UNIFORM RENTAL	25.00
1 CINTAS CORPORATION	UNIFORM RENTAL	25.00
1 CINTAS CORPORATION	UNIFORM RENTAL	25.00
1 CINTAS CORPORATION	UNIFORM RENTAL	25.00
1 CINTAS CORPORATION	UNIFORM RENTAL	25.00
1 CINTAS CORPORATION	UNIFORM RENTAL	25.00
1 CINTAS CORPORATION	UNIFORM RENTAL	25.00
1 CINTAS CORPORATION	UNIFORM RENTAL	25.00
1 CINTAS CORPORATION	UNIFORM RENTAL	25.00
1 CINTAS CORPORATION	UNIFORM RENTAL	25.00
<b>INVOICES TOTAL:</b>		<b>225.00</b>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 1ST AYD CORPORATION	EQUIPMENT CLEANING MATERIALS	202.00
1 J W TURF INC	EQUIPMENT MAINTENANCE SUPPLIES	15.50
1 J W TURF INC	EQUIPMENT MAINTENANCE SUPPLIES	398.92
1 J W TURF INC	EQUIPMENT MAINTENANCE SUPPLIES	467.30
1 POMP'S TIRE SERVICE INC	SCRAP DISPOSAL FEE	123.00
1 REINDERS INC	EQUIPMENT MAINTENANCE SUPPLIES	895.50
<b>INVOICES TOTAL:</b>		<b>2,102.22</b>

**543101-DUES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GOLF COURSE SUPERINTENDENTS	MEMBERSHIP DUES/M GIERMAK	250.00
<b>INVOICES TOTAL:</b>		<b>250.00</b>

**5560-GOLF RESTAURANT EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GREAT LAKES SERVICE	MONTHLY SERVICE AGREEMENT	192.87
1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES - OCT 2018	36.19
1 TEMPERATURE ENGINEERING INC	MONTHLY SERVICE AGREEMENT	75.00
<b>INVOICES TOTAL:</b>		<b>304.06</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EDWARD DON & COMPANY	HAND TOWELS/COTTON GLOVES	95.55
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	7.67
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	15.63
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	8.00
<b>INVOICES TOTAL:</b>		<b>126.85</b>

\*\* Indicates pre-issue check.

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**534320-PURCHASES - FOOD & BEVERAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMERICAN COMPRESSED GASES INC	CYLINDER RENTAL	167.00
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	100.00
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	88.92
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	55.00
1 HIGHLAND BAKING COMPANY	CREDIT - DUPLICATE PAYMENT	-14.49
1 HIGHLAND BAKING COMPANY	FOOD PURCHASE	25.77
1 SOUTHERN GLAZER'S OF IL	LIQUOR PURCHASE	127.22
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	100.00
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE	159.92
1 TEC FOODS INC	COFFEE/FILTERS	75.00
<b>INVOICES TOTAL:</b>		<b>884.34</b>

**5570-GOLF BANQUET EXPENSES**

**511200-TEMPORARY SALARIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALL TEAM STAFFING	TEMPORARY STAFFING	227.64
1 ALL TEAM STAFFING	TEMPORARY STAFFING	151.76
1 CAROL'S EVENT STAFFING INC	TEMPORARY STAFFING	538.00
1 CAROL'S EVENT STAFFING INC	TEMPORARY STAFFING	342.00
<b>INVOICES TOTAL:</b>		<b>1,259.40</b>

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A MAESTRANZI SONS	KNIFE SERVICE	17.00
1 ALSCO	LINEN SERVICES	173.94
1 ALSCO	LINEN SERVICES	173.44
1 GREAT LAKES SERVICE	MONTHLY SERVICE AGREEMENT	192.88
1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES - OCT 2018	36.19
1 TEMPERATURE ENGINEERING INC	MONTHLY SERVICE AGREEMENT	75.00
<b>INVOICES TOTAL:</b>		<b>668.45</b>

**523100-ADVERTISING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EXAMINER PUBLICATIONS INC	ADVERTISING	45.00
<b>INVOICES TOTAL:</b>		<b>45.00</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EDWARD DON & COMPANY	HAND TOWELS/COTTON GLOVES	246.64
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	7.68
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	15.64
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	43.98
1 MLA WHOLESALE INC	FLOWERS	164.80

\*\* Indicates pre-issue check.

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1	MLA WHOLESALE INC	FLOWERS	216.20
1	SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	17.40
			<u>INVOICES TOTAL:</u>
			<u>712.34</u>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	PAPER/BATTERIES	63.91
		<u>INVOICES TOTAL:</u>
		<u>63.91</u>

**534320-PURCHASES - FOOD & BEVERAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALBERTSONS - SAFEWAY	FOOD PURCHASES	279.23
1 AMERICAN COMPRESSED GASES INC	CYLINDER RENTAL	59.50
** 1 THE BAKING INSTITUTE BAKERY CO	BAKERY PURCHASE	126.25
1 THE BAKING INSTITUTE BAKERY CO	BAKERY PURCHASE	322.50
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	451.78
1 EUCLID BEVERAGE LLC	BEER PURCHASE	27.78
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	545.97
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	196.22
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	225.37
1 HIGHLAND BAKING COMPANY	CREDIT - DUPLICATE PAYMENT	-45.72
1 HIGHLAND BAKING COMPANY	FOOD PURCHASE	143.61
1 HIGHLAND BAKING COMPANY	FOOD PURCHASE	80.61
1 LAKESHORE BEVERAGE	BEER PURCHASE	102.25
1 PEPSI-COLA GENERAL BOTTLERS INC	SOFT DRINK PURCHASE	244.72
1 SOUTHERN GLAZER'S OF IL	LIQUOR PURCHASE	190.88
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	2,398.29
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE	783.90
1 TEC FOODS INC	COFFEE/FILTERS	228.75
		<u>INVOICES TOTAL:</u>
		<u>6,361.89</u>

**5580-GOLF MIDWAY EXPENSES**

**534320-PURCHASES - FOOD & BEVERAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRECO AND SONS INC	FOOD PURCHASE	359.90
1 HIGHLAND BAKING COMPANY	CREDIT - DUPLICATE PAYMENT	-14.49
		<u>INVOICES TOTAL:</u>
		<u>345.41</u>

**6000-CENTRAL SERVICES EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JOHNSON CONTROLS SECURITY SOLUTIONS	QUARTERLY BILLING	256.55
1 MIDWEST MECHANICAL	MAINTENANCE AGREEMENT	2,658.00
1 MIDWEST.MECHANICAL	MAINTENANCE AGREEMENT	366.00

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 12/4/2018**

INVOICES TOTAL: 3,280.55

**524100-BUILDING MAINTENANCE SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES - OCT 2018	3,380.00
1 UNIFIRST CORPORATION	MATS	52.20
		<u>INVOICES TOTAL: 3,432.20</u>

**524110-TELEPHONE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	TELEPHONE BILL	4,043.55
		<u>INVOICES TOTAL: 4,043.55</u>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALBERTSONS - SAFEWAY	FOOD PURCHASES/SUPPLIES	299.84
1 AMERICAN FIRST AID SERVICES INC	FIRST AID SUPPLIES	120.55
1 WAREHOUSE DIRECT	BATH TISSUE/TRASH BAGS	170.34
		<u>INVOICES TOTAL: 590.73</u>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SOUTHERN COMPUTER WAREHOUSE	REPLACEMENT CHECK PRINTER	1,690.31
1 SOUTHERN COMPUTER WAREHOUSE	PRINTER WARRANTY/SVC AGREEMENT	1,523.80
		<u>INVOICES TOTAL: 3,214.11</u>

**570100-MACHINERY & EQUIPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TYLER TECHNOLOGIES INC	MUNIS CSS AND ESS	1,280.00
		<u>INVOICES TOTAL: 1,280.00</u>

**6100-VEHICLE REPLACEMENT EXPENSES**

**570170-POLICE VEH REPLACEMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CURRIE MOTORS	PATROL UTILITY VEHICLES	62,384.00
** 1 CURRIE MOTORS	PATROL UTILITY VEHICLE	29,686.00
		<u>INVOICES TOTAL: 92,070.00</u>

**570550-GOLF VEHICLE REPLACEMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 J W TURF INC	GOLF COURSE UTILITY VEHICLE	8,876.36
		<u>INVOICES TOTAL: 8,876.36</u>

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
DETAIL BOARD REPORT  
INVOICES DUE ON/BEFORE 12/4/2018**

**GRAND TOTAL:**

**278,626.79**

GENERAL FUND	84,107.60
WATER FUND	9,095.76
SEWER FUND	47,953.72
PARKING FUND	2,155.81
GOLF FUND	18,526.40
CENTRAL SERVICES FUND	15,841.14
VEHICLE REPLACEMENT FUND	100,946.36
<b>GRAND TOTAL</b>	<b>278,626.79</b>



## PROCLAMATION

### NATIONAL IMPAIRED DRIVING PREVENTION MONTH DECEMBER 2018

**WHEREAS**, motor vehicle crashes killed 1,090 people in Illinois during 2017; and

**WHEREAS**, hundreds of those deaths involved a driver impaired by alcohol and/or drugs; and

**WHEREAS**, the December holiday season is traditionally one of the most deadly times of the year for impaired driving; and

**WHEREAS**, for thousands of families across the state and nation, the holidays are a time to remember loved ones lost; and

**WHEREAS**, organizations across the state and nation are joined with the **Drive Sober or Get Pulled Over** and other campaigns that foster public awareness of the dangers of impaired driving and anti-impaired driving law enforcement efforts; and

**WHEREAS**, the Village of Bartlett is proud to partner with the Illinois Department of Transportation's Division of Traffic Safety and other traffic safety groups in an effort to make our roads and streets safer.

**NOW, THEREFORE**, I, Kevin Wallace, President of the Village of Bartlett, Cook, DuPage, and Kane Counties, Illinois, do hereby proclaim December 2018 as **Impaired Driving Prevention Month** in the Village of Bartlett and do hereby call upon all citizens, government agencies, business leaders, hospitals and health care providers, schools, and public and private institutions to promote awareness of the impaired driving problem, to support programs and policies to reduce the incidence of impaired driving, and to promote safer and healthier behaviors regarding the use of alcohol and other drugs this December holiday season and throughout the year.

Dated this 4<sup>th</sup> day of December 2018



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Kevin Wallace, Village President

## Illinois Fatal Crash Data for 2017: A Snapshot View

As of December 31, 2017

**The fatality data provided below is provisional** and is based on information submitted to IDOT for fatal motor vehicle related crashes occurring on Illinois public roadways. The data is updated as information is received from various agencies throughout the state. Fatalities include motor vehicle occupants (drivers and passengers) and non-occupants (pedestrians, pedalcyclists, etc.) killed in the crash.

<b>Fatal Crashes</b>	<b>998</b>
<b>Fatalities</b>	<b>1090</b>
<b>Fatalities Last Year to Date</b>	<b>1077</b>
<b>Change</b>	<b>+13</b>

**Restraint Usage:** Data does not include fatalities where restraint usage was unknown. (Example: an emergency rescue team arrives before the police, and usage is not reported.)

<b>Restraint Used</b>	<b>311</b>
<b>Restraint Not Used or Used Improperly</b>	<b>245</b>

**Driver Licensing:** Fatal crashes where driver(s), either surviving or deceased, did not have a valid driver's license at the time of the crash. Data includes drivers who were unlicensed, suspended, revoked, expired, cancelled or denied.

<b>Unlicensed Drivers</b>	<b>193</b>
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Highway and Traffic Safety Information (<http://www.idot.illinois.gov/home/traffic-safety>)

Illinois Fatal Crash Summary (<http://apps.dot.illinois.gov/fatalcrash>)





THE VILLAGE OF  
**BARTLETT**

228 S. MAIN STREET  
BARTLETT, ILLINOIS 60103  
PHONE 630.837.0800  
FAX 630.837.7168  
www.village.bartlett.il.us

VILLAGE PRESIDENT

Kevin Wallace

ADMINISTRATOR

Paula Schumacher

VILLAGE CLERK

Lorna Giles

TRUSTEES

Michael E. Camerer D.C.  
Vince Carbonaro  
Raymond H. Deyne  
Kristina Gabrenya, OD, FFAO  
Adam J. Hopkins  
Aaron H. Reinke

**TO THE EDITOR:** Daily Herald, Courier News, Chicago Tribune, Chicago Sun Times, Examiner Publications, Suburban Life Publications

**SUBJECT:** Annual Meeting Notice

**DATE:** November 26, 2018

In conformance with the Illinois Open Meetings Act, please be advised that the following is a list of 2019 regularly scheduled meetings to be held in Village Hall at 228 S. Main Street.

**Location: Council Chamber of Village Hall**

<b>Village Board</b>	1st & 3rd Tuesday at 7:00 PM with following exceptions: [January 1 Cancelled for New Year's Day] [August 6 Cancelled for National Night Out]
<b>Building &amp; Zoning Committee Community &amp; Economic Development Finance &amp; Golf License &amp; Ordinance Police &amp; Health Public Works Committee</b>	1st & 3rd Tuesday following Board meeting
<b>Zoning Board of Appeals</b>	1st Thursday at 7:00 PM
<b>Plan Commission</b>	2nd Thursday at 7:00 PM
<b>Economic Development Commission</b>	2nd Monday at 7:00 PM
<b>Bike and Run Plan Advisory Committee</b>	Last Thursday of the months of March, June, September and November at 3:00 PM

**Location: 2<sup>nd</sup> Floor Training Room of Village Hall**

<b>Police Pension Board</b>	Thursday, February 21 at 2:00 PM Thursday, May 16 at 2:00 PM Thursday, August 15 at 2:00 PM Thursday, November 21 at 2:00 PM
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**Location: Police Department**

<b>Board of Fire &amp; Police Commissioners</b>	1st Tuesday at 3:30 PM
---	------------------------

You will be notified of any special, reconvened, rescheduled or cancelled meetings throughout the year.

Sincerely,

Lorna Giles  
Village Clerk



# Agenda Item Executive Summary

Item Name Siri Grocery BEDA application Committee or Board Board

## BUDGET IMPACT

Amount:	\$15,000	Budgeted	Yes
List what fund	Economic Incentives		

## EXECUTIVE SUMMARY

Siri Indian Grocery has been in business at 947 S. Route 59 in the Apple Valley Commons shopping plaza for the past six years. To date, Siri has sold prepackaged grocery items only, with a small number of prepared foods for sale to be heated at home.

Owners Lakshami Nookala and Sunder Nookala, with new business partner Jaikumar "Jay" Balasubramanian, intend to expand into the hot food business by adding kitchen equipment to support the endeavor.

Siri is the first existing Bartlett business to apply for a BEDA grant to expand their business and will be spending a minimum of \$75,000 to expand the business.

Mrs. Nookala has requested a BEDA grant in the amount of \$30,000 to \$45,000. However, due to the amount of funds already approved (\$75,000) and potential applicants in the near future, Staff recommends a grant in the amount of \$15,000.

## ATTACHMENTS (PLEASE LIST)

Staff Memo, Siri Grocery's Bartlett Economic Development Assistance application including supporting documents, Business Plan for Siri Foods Quick Meal Plan including proposed menu, One-, Three- and Five-mile demographics reports from 947 S. Route 59, contractors' estimates, minutes from the August 13, 2018 Economic Development Commission meeting.

## ACTION REQUESTED

- Resolution
- Ordinance
- Motion - I move to approve a \$15,000 BEDA grant to Siri Indian Grocery store at 947 S. Route 59, to be paid upon completion of the build-out and subject to documentation of all payments.

Staff: Tony Fradin, E.D. Coordinator Date: November 26, 2018

## ECONOMIC DEVELOPMENT MEMORANDUM

**DATE:** November 26, 2018  
**TO:** Paula Schumacher, Village Administrator  
**FROM:** Tony Fradin, Economic Development Coordinator *TF*  
**RE:** Siri Grocery BEDA Application

---

**APPLICANT:** Lakshami P. Nookala on behalf of Siri Indian Grocery

**BACKGROUND:** Staff has been working with the petitioner, Lakshami P. Nookala, her husband Sunder Nookala and Jaikumar ("Jay") Balasubramanian, to expand Siri Indian Grocery's store to include hot food sales for carry-out customers, to supplement and add to the business's offerings.

The BEDA program was created and approved by the Village Board in May 2018 with the expressed intent to attract new sales tax producing businesses and to assist in the expansion of existing ones.

The program provides funds for a number of business-related expenses including, but not limited to, interior build-outs and Code compliance items.

### **SIRI INDIAN GROCERY:**

Siri Indian Grocery has been in business in the Village for six years. It is located at 947 S. Route 59 in the Apple Valley Commons shopping plaza and sells grocery items of particular interest to the Indian community.



Per the attached proposal dated July 7<sup>th</sup> by Finnegan Development for plumbing, electrical and general contractor work and another from Paulson Specialties for the kitchen hood installation dated March 1<sup>st</sup>, The Nookalas' project will cost approximately \$75,000. An equipment list is attached for the build out of the kitchen.

The proposed floor plan includes the build-out for a kitchen with all associated equipment including a wall-mounted hood, a range, a three compartment sink, a counter-top griddle, a walk-in cooler and some additional items.

As the Village's second applicant for the new BEDA program, Ms. Nookala has requested a BEDA grant in the amount of \$30,000 to \$45,000. If approved, the project completion date would be within approximately two months.

Mr. Nookala has stated that this project will help create three additional positions for Siri Indian Grocery store, one for Ms. Nookala in food preparation, an assistant chef position as well as an additional clerk/driver position.

The store has been a one-person operation to date.

### **BUSINESS PLAN:**

In light of the initial BEDA applicant, Staff asked the petitioner to provide a business plan so the Village Board could make a more informed decision.

Siri Foods' quick meals plan details the background of their team, their service plan to expand from grocery items only into the hot food business, their expansion plan, marketing plan and projected increases in sales of approximately \$4,400 per week.

### **AUGUST 13<sup>th</sup> EDC MEETING:**

Siri Indian Grocery's application was presented to the Economic Development Commission at its August 13<sup>th</sup> meeting.

During the meeting, commissioners questioned the petitioners, who replied about their plans with the following:

- They anticipate a twenty-five to thirty percent increase in sales by serving lunch and dinner items, or \$4,000 to \$5,000 per week in additional carry-out sales.
- Three additional jobs would be created, a chef, an assistant chef and a clerk/driver.
- Sales of their hot food items will increase taxable sales for the Village, since many grocery items are untaxed or taxed at a lower rate.
- Siri has been in business for over six years already and has recently extended its lease through the year 2021.

### **NOVEMBER 20<sup>th</sup> COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE MEETING:**

The petitioners appeared before the Community & Economic Development Committee at its November 20<sup>th</sup> meeting, at which time the petitioners introduced themselves and their project.

Following a brief question and answer session, the Committee moved this item to the Village Board for a final vote.

**RECOMMENDATION:**

Due to the finite amount of \$150,000 allocated to the first year of the BEDA program and in consideration of the already-approved and pending applications, Staff recommends a rebate in the amount of **\$15,000**, or twenty percent (20%) of total project costs.

Should the Village Board approve this grant, \$90,000 out of the \$150,000 budgeted for the BEDA program will be committed for the current fiscal year.

**MOTION:**

I move to approve a BEDA grant in the amount of \$15,000 to Siri Indian Grocery store upon completion of the addition of hot food service and documentation of project-related expenditures totaling \$75,000 or more.



**Village of Bartlett Economic Development Assistance Application**

**Applicant Information:**

Applicant(s) Name Lakshmi P Nookala

Applicant(s) Address: 947 S Rt. 59, Bartlett, IL 60103

E-Mail Address: sunder@sirigrocery.com

Primary Contact for Project: Sunder S. Nookala

Cell Phone Number and/or Home Number: 630-

Applicant is or will be (check all that apply)  Tenant  Property Owner

Number of Years in Business: 6 years Number of Years in Bartlett: 6 Years

Contact Name and Information for Applicant's Agent or Architect (if any):  
Paul Poloz, (Poloz Architects 6715 Palma Ln, Morton grove, IL (847) 309-6966

(Note: if applicant is a tenant, attach a letter from the property owner granting permission for project)

**Property Information:**

Project Property Location/Address: 947 S. Rt. 59, Bartlett, IL 60103

This Property is (check all that apply): Retail  Restaurant  Office

Other  (explain)

Number of Businesses on Site: 11 Retail locations

Names of Other Businesses on Site: North of Border, Jersey Mike's, Dog Father, Ultimate Travel, Esthetic Arrangements, Victoria Mall Salon, Zen Spa, Great Clips, BAO China Takeout, Sir Grocery.

Size of Building (dimensions or total square feet) 15,660 SQFT.

Stories in building: 1 Parking spaces on property: 89

Last Real Estate Taxes Paid: 06/04/2018 Amount Paid \$

Property Tax Index Number(s) (PIN): 01-09-202-015

County: Cook  DuPage  Kane

**Project Information:**

Total Anticipated Project Cost: \$ 90,000 Total new build cost \$ 75,000

Amount Requested from Village: \$ 30,000 to 45,000

Project Scope: Describe and identify all exterior/interior improvements proposed (Use additional paper if necessary to fully describe proposed project)

Proposal for build-out attached : 1. Finnegan Development for Plumbing , Electrical and General Contractor. 2. Paulson Specialties for the Kitchen Hood Installation. 3. Equipment List as required for this build of new kitchen.

If approved, estimated project completion date: December 31, 2018

Please Attach: Receipts; Copies of both sides of cancelled checks, credit card statements or bank accounts from which materials were purchased and contractors paid; Waivers of Lien

**Application Statement (Read and Sign Below)**

I hereby make application to participate in the Bartlett Economic Development Assistance (BEDA) program. In making this application I understand that the purpose of BEDA is to help encourage and leverage private investment in the Village's business community and help my business bring an underperforming property into more productive use.

I understand that prior to commencing any work, the Village must first approve both my participation and proposed scope of work for the project. Applicants must meet with Economic Development staff prior to paying for improvements in order to review how much, if any, the Village may reimburse for the project.

I understand that all improvements made through the help of BEDA must be in accordance with all Village plans and codes. Moreover, as a condition of approval, I understand the Village may require changes to the scope of work I am proposing. I further understand that any work started or completed prior to approval of the project and my participation in the BEDA program is not eligible for reimbursement.

In making this application, I understand that the BEDA program is competitive, funds are limited and selection for participation is at the sole discretion of the Village of Bartlett. I understand that the Village will review my application and at the Village's discretion may reject or approve my participation in the program. I recognize that a project that enhances the Village's business climate by returning an underutilized property into economic productivity, increases local employment opportunities and includes a larger percentage of private investment than public stands a greater chance of being funded by the Village.

I also understand that if selected for this program, the Village will establish a maximum grant award for the project and this may be at a lower amount than requested or less than half of the anticipated cost of the project. I further understand that BEDA operates as a rebate program and, therefore, if selected for participation, Village funds will be disbursed to me at the conclusion of the work, after submittals by me of copies of all bills and satisfactory evidence of their payment, either by lien waivers or bills stamped "Paid" by all contractors. I understand that the actual rebate amount will be calculated at 50% of the documented actual costs by me for eligible expenses to complete the agreed upon improvements, up to the maximum grant amount awarded by the Village for the project.

By signing this application, I hereby acknowledge that I have read the above statement and understand these important features about the BEDA Program.

*N. Radmaga*

07/23/2018

Applicant Signature

Date



**Return this completed application with attachments to:**  
**Tony Fradin, Economic Development Coordinator**  
**Village of Bartlett**  
**228 S. Main Street**  
**Bartlett, IL 60103**



**Sunder S Nookala & Jaikumar Balasubramanian**

Date: July 25, 2018

Village of Bartlett  
Attn: Tony Fradin  
Economic Development Coordinator  
228 S. Main Street  
Bartlett, IL 60103

Subject: Application for Bartlett Economic Development Assistance Program

Dear Mr. Fradin,

We really appreciate the opportunity provided by the Village of Bartlett to its small retail business owners under the Bartlett Economic Development Assistance Program.

Please find attached:

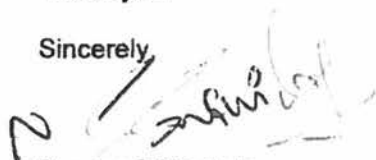
- |  |                    |
|--|--------------------|
| 1. Our completed Application                                       |                    |
| 2. Architectural Plans   |                    |
| 3. General Contractor contract (Provided by; Finnegan Development) | \$26,160.00        |
| 4. Wall Mount Hood & Exhaust Installation (Paulson Specialties)    | \$29,700.00        |
| 5. No objection letter from landlord                               |                    |
| 6. Required Equipment: Webrestaurantstores.com                     |                    |
| a. 3 Compartment Sink  |                    |
| b. Veg-Prep Sink   |                    |
| c. Stock Pot Range x 2   |                    |
| d. Six Burner Range & Oven   |                    |
| e. Counter-top Griddle   |                    |
| f. 6x6 Walk-in Cooler  |                    |
| g. Refrigerated prep-table   | \$16,932.07        |
| <b>Total estimated cost:</b>                                       | <b>\$72,792.07</b> |


We are looking for the village's support in this project and we do hope that this addition of a small kitchen for take-away hot Indian ethnic cuisine. This improvement is much needed in Bartlett as Bartlett has a sizeable population of people of Indian origin.

We do hope city will approve our project and also provide much needed financial support.

Thank you!

Sincerely

  
Sunder S Nookala

  
Jaikumar Balasubramanian

# GENERAL REQUIREMENTS

The contractor shall be responsible for obtaining all necessary permits and approvals from the appropriate authorities. The contractor shall also be responsible for obtaining all necessary insurance and bonding. The contractor shall be responsible for obtaining all necessary permits and approvals from the appropriate authorities. The contractor shall also be responsible for obtaining all necessary insurance and bonding. The contractor shall be responsible for obtaining all necessary permits and approvals from the appropriate authorities. The contractor shall also be responsible for obtaining all necessary insurance and bonding.

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# ADDITION KITCHEN - SIRI GROCERY

947 S. ROUTE 59, BARTLETT, IL 60103



# GENERAL NOTES

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AUTHORITIES. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INSURANCE AND BONDING.
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# INDEX OF DRAWINGS

- 1. SITE PLAN
- 2. FLOOR PLAN
- 3. ELEVATIONS
- 4. SECTION
- 5. DETAILS
- 6. SCHEDULES
- 7. NOTES

# SCOPE OF WORK

1. DEMOLITION OF EXISTING STRUCTURE
2. FOUNDATION
3. FRAMING
4. ROOFING
5. EXTERIOR FINISHES
6. INTERIOR FINISHES
7. MECHANICAL, ELECTRICAL, AND PLUMBING (MEP)
8. PAINT
9. LANDSCAPING

# BUILDING CODE SUMMARY

- 1. INTERNATIONAL RESIDENTIAL CODE (IRC)
- 2. INTERNATIONAL BUILDING CODE (IBC)
- 3. INTERNATIONAL MECHANICAL, ELECTRICAL, AND PLUMBING CODE (IMC)
- 4. INTERNATIONAL FIRE CODE (IFC)
- 5. INTERNATIONAL ENERGY EFFICIENCY CODE (IECC)
- 6. INTERNATIONAL SMOKE AND ALARM CODE (ISAC)
- 7. INTERNATIONAL GREEN BUILDING CODE (IGBC)
- 8. INTERNATIONAL PLUMBING AND MECHANICAL CODE (IPMC)
- 9. INTERNATIONAL ELECTRICAL CODE (IEC)
- 10. INTERNATIONAL FIRE AND ALARM CODE (IFACC)

# ARCHITECT'S STATEMENT OF COMPLIANCE

The architect certifies that the design and construction of the project complies with the applicable building codes and regulations. The architect also certifies that the project meets all applicable accessibility requirements. The architect further certifies that the project meets all applicable energy efficiency requirements. The architect also certifies that the project meets all applicable fire and life safety requirements. The architect further certifies that the project meets all applicable green building requirements.



ADDITION KITCHEN  
SIRI GROCERY  
947 S. ROUTE 59, BARTLETT, IL 60103

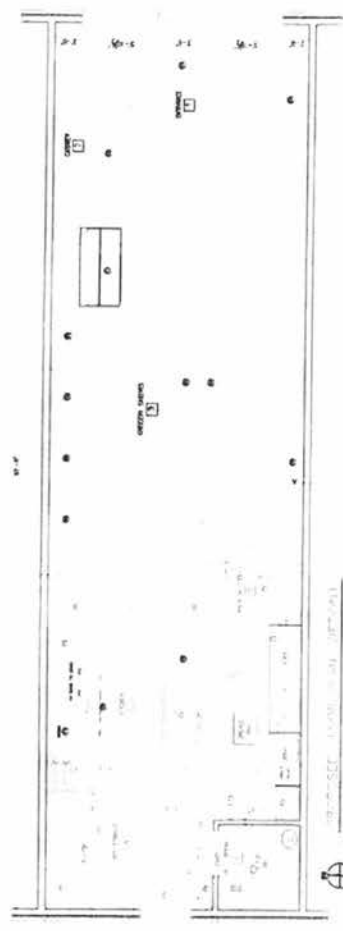
COVER SHEET

DATE: 10/15/2023  
SCALE: AS SHOWN  
SHEET: 01  
PROJECT: SIRI GROCERY

A-1.0



**PROPOSED FLOOR PLAN**  
**WALL TYPES AND NOTES**  
**EQUIPMENTS SPECIFICATIONS**



- ITEM NAME**
- 1. GABRIEL COUNTER
  - 2. EMERALD COUNTER
  - 3. S. DOOR FRAMES
  - 4. SHELVES
  - 5. S. WALL
  - 6. S. WALL
  - 7. S. WALL
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- ITEM NAME**
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**AMERICAN RANGE**  
Quality Commercial Cooking Equipment

Commercial range with specifications and features.

**AMERICAN RANGE**  
QUALITY LIST OF COOKING EQUIPMENT

Commercial range with specifications and features.

**AMERICAN RANGE**  
QUALITY LIST OF COOKING EQUIPMENT

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**AMERICAN RANGE**  
QUALITY LIST OF COOKING EQUIPMENT

Commercial range with specifications and features.

**GENERAL COMMENTS:**

- Exits, restrooms shall have:
- Covered storage area with lock
- Sanitary bin in women's restroom
- Clean floor held with wax

**PROJECT NOTES:**

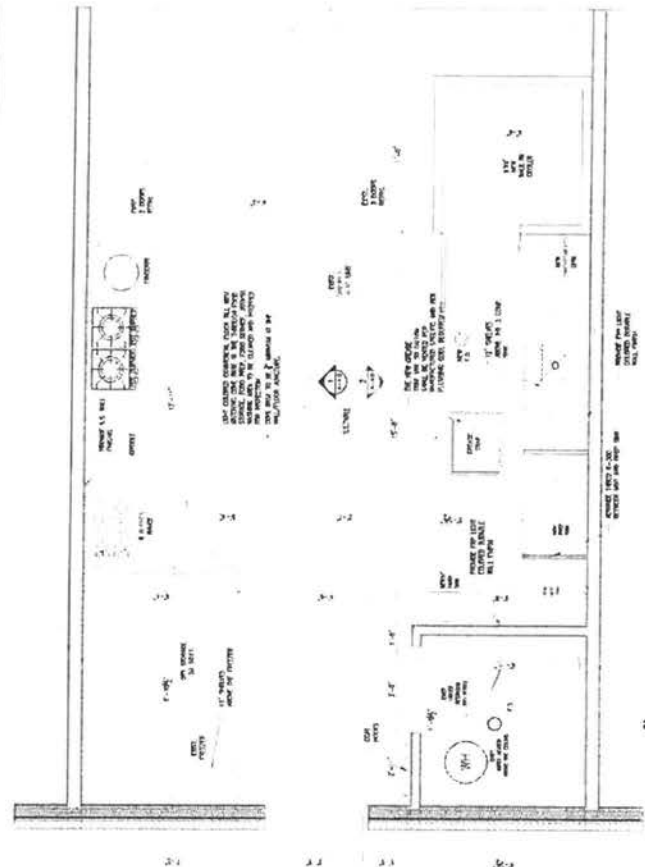
- 1- All work shall conform to all applicable codes and regulations.
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**WORKING NOTES:**

- 1- Note to create shall from multiple levels or a 4' vapor proof horizontal barrier with cold storage below and stock slot.
- 2- All work shall comply with all applicable codes and regulations.

**NOTES:**

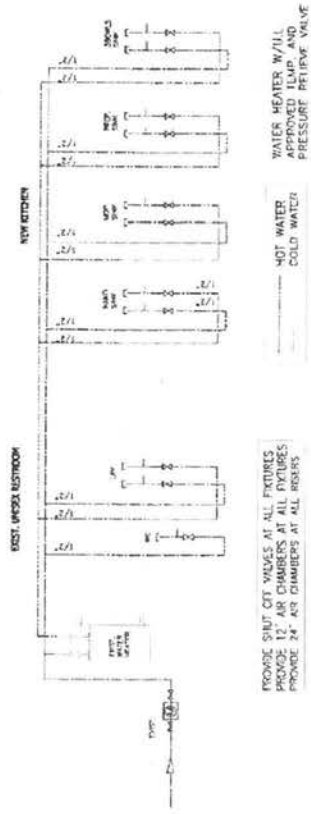
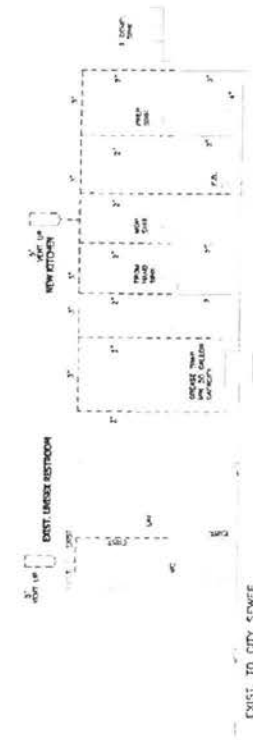
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- 7- All work shall comply with all applicable codes and regulations.



ENLARGE KITCHEN FLOOR PLAN  
1/8" = 1'-0"







PROVIDE SHUT OFF VALVES AT ALL FIXTURES PROVIDED IN ALL CHAMBERS AT ALL FIXTURES PROVIDED IN ALL CHAMBERS AT ALL FIXTURES

WATER HEATER WITH APPROVED LUMP AND PRESSURE RELIEF VALVE

**PLUMBING SPECIFICATIONS**

1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY OF CHICAGO PLUMBING CODE, 1995 EDITION, AS AMENDED, AND THE ILLINOIS PLUMBING CODE, 1995 EDITION, AS AMENDED.

2. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY OF CHICAGO PLUMBING CODE, 1995 EDITION, AS AMENDED, AND THE ILLINOIS PLUMBING CODE, 1995 EDITION, AS AMENDED.

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# SIRI KITCHEN ADDITION 947 S RT 59, BARTLETT

PROPOSAL

7/7/18

Prepared by: Finnegan Development . www.finnegandev.com . 773-728-0153 . Jim@finnegandev.com

Div	Description	Quantity	Ea	Cost	Subtotal
<b>1</b>	<b>GENERAL CONDITIONS</b>				
	General O/H & Maint				
	Dust protection, Cleaning & Maintenance	3 weeks	110	330	
	Temp Protection, scaffolding	3 weeks	200	600	
	Insurance	3 weeks	75	225	
	Dumpsters or haul away	1 each	500	500	
	<b>GENERAL CONDITIONS</b>				<b>1,655</b>
<b>2</b>	<b>SITWORK</b>				
	Selective demolition & all required shoring				
	Slab coring for new plumbing runs a KI	3 each	250	750	
	Saw cut for flush mount grease trap at slab	1 each	400	400	
	Relocation of existing equipment	4 each	65	260	
	Trenching walls for new gas & water supplies	2 areas	150	300	
	<b>SITWORK</b>				<b>1,710</b>
<b>3</b>	<b>CONCRETE</b>				
	Flatwork				
	concrete patching at coring & saw cuts	3 each	165	495	
	<b>CONCRETE</b>				<b>495</b>
<b>6</b>	<b>WOOD &amp; PLASTICS</b>				
	Rough carpentry				
	In wall blocking	1 lsum	350	350	
	Finish carpentry				
	Install OS storage racks			BO	
	Install OS shelving above freezer	6 LF	35	210	
	Install OS coat hooks	5 each	35	175	
	Residential Doors, frames and running trim				
	Supply/install new quarry cove base	80 LF	8	TBD	
	<b>WOOD &amp; PLASTICS</b>				<b>735</b>
<b>7</b>	<b>THERMAL &amp; MOISTURE PROT</b>				
	Thermal & Moisture Prot				
	Roof patching at new penetrations for hood fan, MUA, plumb vent, elect	1 lsum	1,100	1,100	
	Fire safing at plmbg/mech/elect sleeves	1 lsum	250	250	
	Accous ceil tiles				
	Supply/install 2x4 vinyl wrapped accoustical ceiling tiles in exist grid	400 sqft	4	1,600	
	<b>THERMAL &amp; MOISTURE PROT</b>				<b>2,950</b>
<b>9</b>	<b>FINISHES</b>				
	Gypsum Board & wall cover				
	Drywall patching over treches for plumb, elect, gas	1 lsum	950	950	
	Supply/install FRP wall cover on all KI walls	20 sht	110	2,200	
	S/S wall panels below hood			BO	
	Flooring & Tiles				
	Supply/install Quarry tile at KI (inc removal of exist)	400 sqft	12	TBD	
	Interior Painting				
	2 coats paint application at walls, doors, trims	400 sqft	3	1,200	
	SPECS: Benj Moore flat paint on walls & semi on trims/doors	INC			
	<b>FINISHES</b>				<b>4,350</b>

**15 PLUMBING**

Plumbing

Rough & trim Piping and distribution for new 3-bay, prep sinks	2	pt	3,500	7,000
Gas piping for 6 pc of equipment	6	each	400	2,400
Install new OS mop sink where exist slop sink is located	1	each	375	375

**PLUMBING**

**9,775**

**16 MECHANICAL**

HVAC

MUA, Hood, ventilation through roof, fans, etc

**MECHANICAL**

BO

**17 ELECTRICAL**

Electrical Devices

new power runs for equipment (ELECT PLAN REQ.)

Relocate 2 drop in fluorescent lights

**ELECTRICAL**

10	est	125	TBD
2	each	65	130

**130**

Estimate Totals

Total	\$	21,800
General contractor OH & Fee		4,360
<b>Total</b>	<b>\$</b>	<b>26,160</b>

Payment Terms:

- \*25% Cash deposit required w/in 5 days of commencement
- \* Balance due @ completion, prior to punch-list work (if any)

- \* Progress payments due every 30 day
- \* net 15 - 1.5%/mo late fees assessed after,

Exclusions

Permits

Any above listed BO (By Other), OS (Owner Supplied), OPT (option) or TBD items

Landscaping/exterior paving

Deviations & additions from above specifications involving extra costs will become an extra charge over original estimate & require written owner approval. All agreements contingent upon accidents/delays. Owners to pay contractor attorney fees in case of collection

See contract for specific terms

by: \_\_\_\_\_

*Sunder Nakoola*

Phone: 630.709.4313

E-mail [sunder@siriGrocery.com](mailto:sunder@siriGrocery.com)



PROPOSAL

## **PAULSON SPECIALTIES**

749 PHILHOWER RD  
BELOIT, WI 53511  
608-364-0550  
FAX-364-0501

TO: Jai – Siri Indian

3/1/18

**1 – WALL MOUNT HOOD – CANOPY STYLE**

- 12'-0" X 54" X 24"
- STAINLESS STEEL CONSTRUCTION
- GREASE COLLECTION TRAY AND CUP
- S/S BAFFLE FILTERS
- LIGHTS
- VERTICAL END PANELS
- BACKSPLASH PANELS, S/S
- TRIM TO HIGH CEILING

**1 – UPBLAST EXHAUST FAN**

- 2550 CFM , NCA-DU18
- UL-762 RATED, SERVICE DISCONNECT
- ROOF CURB, GREASE BOX, HINGED BASE

**1 - DIRECT FIRED MAKE-UP AIR FURNACE**

- 2200 CFM AT 0.45" E.S.P., 1.5HP CAPTIVE-AIRE MODEL A1
- 220,000 BTU OUTPUT, ELECTRONIC MODULATION, DUCT-STAT
- GALVANIZED HOUSING, EXTERNAL DISCONNECT, ETL LISTED, NATURAL GAS
- INTAKE HOOD WITH FILTERS AND DAMPER
- CURB

**1 – CONTROL PANEL**

- INTERLOCKED VARIABLE SPEED DRIVES
- SWITCHES AND INDICATORS
- HEAT SENSORS

CONTINUED

**1 - INSTALLATION**

- ACCEPT FREIGHT, DELIVER TO JOBSITE
- HANG HOOD
- RUN WELDED EXHAUST DUCTWORK
- SET EXHAUST FANS AND CURB
- SET MAKE-UP AIR UNIT AND CURB
- RUN DUCTWORK TO HOOD PLENUM AND CLG DIFFUSERS
- START-UP AND TEST

**\$29,700.00 tax included**

HVAC PERMIT INCLUDED, UP TO \$200.00.

ENGINEERED/STAMPED PLANS AND STRUCTURAL CALCS ARE NOT INCLUDED.

**NOT INCLUDED:** Field wiring, gas piping, structural reinforcements or analysis, carpentry/masonry, roof ladders/railings/platform, roofing.

**Acceptance of Proposal:**

I HAVE THE AUTHORITY TO ORDER THE ABOVE WORK AND DO SO ORDER AS OUTLINED ABOVE. IT IS AGREED THAT THE SELLER WILL RETAIN TITLE TO ANY EQUIPMENT OR MATERIAL FURNISHED UNTIL FINAL & COMPLETE PAYMENT IS MADE, AND IF SETTLEMENT IS NOT MADE AS AGREED, THE SELLER SHALL HAVE THE RIGHT TO REMOVE SAME AND THE SELLER WILL BE HELD HARMLESS FOR ANY DAMAGES RESULTING FROM THE REMOVAL THEREOF. FINANCE CHARGE 1-1/2% PER MONTH (APR OF 18%) CHARGED ON PAST DUE ACCOUNTS.

**Payment will be 70% down, 30% at completion.**

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



# FACTOTUM

June 25, 2018

Tony Fradin  
Economic Development Coordinator  
Village of Bartlett  
228 S. Main Street  
Bartlett, IL 60103

Re: Siri Foods

Dear Mr. Fradin:

Siri Foods is a tenant at our Retail Center at 947 S. Route 59. I have had several conversations with Sunder regarding the work that he would like to complete in the space. As agents for the landlord, we stand behind the improvements he would like to make so that he may cook and serve prepared food. We think his vision will not only draw additional customers to his business but there is potential that the entire center could benefit from the added customer traffic.

As we discussed on the phone, I think his project exemplifies the intent of your program and I believe it will be a win for all parties involved.

Should you need anything additional, please do not hesitate in getting in touch with me.

Sincerely,

Jon Dickson

President

Factotum Property Management, Inc.  
as Agent for Apple Valley Partners, LLC  
Direct Line: 815.308.5310 x110  
[JDickson@factotuminc.com](mailto:JDickson@factotuminc.com)

## Cart



**Beverage-Air SPE72HC-18C Elite Series 72" 3 Door Cutting Top Refrigerated Sandwich Prep Table with 17" Deep Cutting Board**

[Save for Later](#)

plus [Ships Common Carrier](#) Free Shipping

Qty: 1

TOTAL:  
**\$2,930.47**

---



**APW Wyott HTG-2460 Natural Gas 60" Heavy Duty Countertop Griddle with Thermostatic Controls - 160,000 BTU**

[Save for Later](#)

plus [Ships Common Carrier](#) Free Shipping

Qty: 1

TOTAL:  
**\$4,401.72**

---



**Vulcan 36S-6BN Endurance 6 Burner 36" Natural Gas Range with Standard Oven Base - 215,000 BTU**

[Save for Later](#)

plus [Ships Common Carrier](#) Free Shipping

Qty: 1

TOTAL:  
**\$2,720.00**

---



**Bakers Pride Restaurant Series BPSP-18-2 Natural Gas Single Burner Stock Pot Range**

[Save for Later](#)

plus *Usually Ships in 6-8 Weeks* [Ships Common Carrier](#) Free Shipping

Qty: 2

TOTAL:  
**\$894.64**

---



**Advance Tabco FC-1-1818 One Compartment Stainless Steel Commercial Sink - 23"**

[Save for Later](#)

plus *Usually ships in 5-7 bus. days*

Qty: 1

TOTAL:  
**\$312.99**

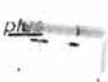
Ships Common Carrier

Qty: 1

TOTAL:  
**\$497.99**

---

## Recommended Products



**Beverage-Air**  
**SPE72HC-18 Elite**  
**Series 72" 3 Door**  
**\$3,498.35/Each**

**Regency 79" 16-Gauge**  
**Stainless Steel Three**  
**Compartment**  
**\$497.99/Each**



**Regency NSF Mobile**  
**Green Wire Security**  
**Cage Kit - 24" x 36" x**  
**\$462.99/Each**



**Core Handle**  
**18/8 Stainless Steel**  
**Extra Heavy Duty**  
**\$11.99/c**

Subtotal

**\$11,757.81**

### Save with fast & FREE shipping on all eligible items

Sign up for our new shipping program and save today!

\$99.00 /month

Ship To: **60194**

Common Carrier	<b>\$174.26</b> ⓘ
Common Carrier W/ Liftgate	<b>\$219.26</b> ⓘ
Common Carrier W/ White Glove	<b>\$903.41</b> ⓘ

ⓘ [Questions about shipping](#)

Your products will ship via Common Carrier

Pay with credit card

Or use a third-party payment service

Checkout with Paypal



Lease your order as low as \$243.39 / month ⓘ

## ★ Saved for Later

Choice 1/2 Size Foil Deep Steam Table Pan - 100/Case

[Move to Cart](#)

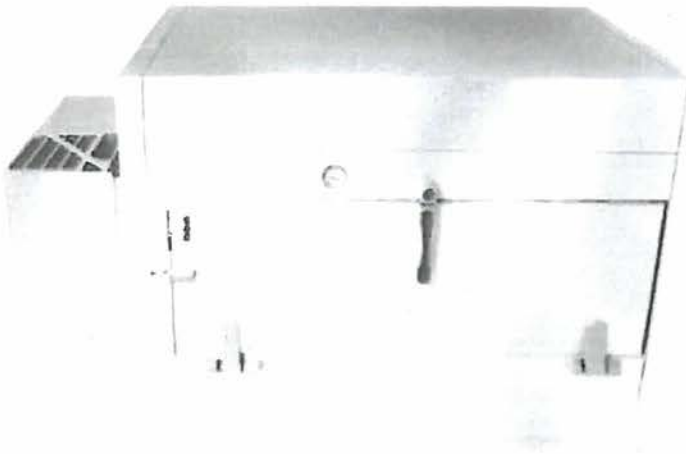
TOTAL:  
**\$21.99**

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# Kolpak QS6-066-CT Polar Pak 6' x 6' x 6' Indoor Walk-In Cooler with Top Mounted Refrigeration

Product ID: QS6-066-CT



Custom Quote for Dakshin Restaurant Group LLC

**\$4,830.52/Each**

Select Type

Add to Cart

Walk In Cooler

Refrigeration

- ✓ Slides assembled for easy installation
- ✓ Rapid pace fasteners for a secure air-gate fit
- ✓ 4.0 Cubic Feet per Minute (CFM) airflow and consistent temperatures
- ✓ 24-hour service and support available
- ✓ 5-year warranty on parts and labor
- ✓ Top-mounted refrigeration allows for easy access to the condenser coils
- ✓ Self-contained refrigeration system approx. 38 degrees Fahrenheit
- ✓ NSF

Note: Size of walk-in may vary from product show

Print page | Share | Tweet

Print page |

White Glove Delivery

AVAILABLE

White Glove Delivery

# **SIRI FOODS**

## **Quick Meals Plan**

### **Mission Statement:**

To make and serve the freshest, most delicious South Asian Food quickly and courteously in modern, well-merchandised store for carry out.

### **OUR TEAM:**

Mr. Sunder Manager of Siri Food's

- Manager of Siri Indian Ethnic Grocery Store for Past 6 years.
- Experienced in retail management and food services for over 10 years.

Mr. Jay Owner of Dakshin Indian Restaurant:

- Dakshin Indian restaurant has been in business for 18 years in Schaumburg.
- Full service fine dining Indian restaurant for every community.
- We would like to extend our service to Bartlett with quality food and service at affordable prices.
- We will do catering orders to the neighborhood area.

### **SERVICE PLAN**

1. We plan to operate our meal services 7 days from 10:00 AM to 9:00 PM.
2. We would like to start carry out kitchen inside the existing grocery store to serve several hot food dishes to the customers at affordable prices.
3. To provide Indian food at the busy intersection of Route 59 and Stearns Road is an added advantage for Siri grocery store and the Village of Bartlett.
4. Being the busiest place for the business, all customers will stop by for the lunch and dinner specials. We will serve Breakfast, Lunch and Dinner with extended hours.
5. We are planning to deliver lunch boxes by Uber and other possible services to nearby areas and companies.
6. With this business expansion, will provide up to 3 new job positions, as a Chef, an assistant chef and a driver.

### **EXPANSION PLAN**

1. To provide services mentioned above in-service plan, we will not require additional space. The existing retail space will be modified with support from the small business support program of Village of Bartlett by creating a working kitchen.
2. We will need to have a cold storage and industrial (Restaurant) style kitchen.

# **SIRI FOODS**

## **Quick Meals Plan**

### **MARKETING PLAN**

1. Siri Groceries plans to join the Bartlett Chamber of Commerce and become an active member. This will help Siri reach out to the members in the community to market our new project.
2. We plan to publish advertisements on Facebook page, Yelp, Bartlett Chamber of Commerce, Bartlett Examiner newspaper and Valpak coupons.
3. Direct mailing to community and at area Temples, Churches and Mosques.
4. We have identified local companies where we can send lunch boxes, with the help of Bartlett Chamber of Commerce.
5. We also have plans to support Villa Olivia and nearby medical offices with Indian catering and lunch boxes.
6. Attain good contacts with local communities and participate in carnivals, food festivals and special events in the Village of Bartlett.
7. Support and participate in school fundraising and charity events.

### **FINANCIAL PLAN**

1. Our financial goal is to provide food at reasonable prices.
2. We get bulk pricing for the grocery that helps us to keep our pricing low.
3. One stop shopping for the customers, (groceries, vegetables and carry-out food) saves our customers time and money.
4. Our financial goal for the carry out kitchen for the first 6 months (26 weeks = \$114,400.00) approximately per week would be \$4,400.00.

Monday to Thursday    \$500.00 / day →            4 days x \$500.00 = \$2,000.00

Friday-Sunday            \$800.00 / day →            3 days x \$800.00 = \$2,400.00

Approximate monthly sales would be \$ 17,600.00

**SIRI FOODS**  
**Quick Meals Plan**

5. Annual carry-out sales are estimated to be around \$200,000.
6. Customers not only recognize Siri Indian Grocery's excellent services but also value our tasty fresh food.
7. We have confidence to pick up the carry-out services in matter of no time since we already have a solid base of long-term customers.

# SIRI FOODS Quick Meals Plan

## Siri Indian Grocery

9475 N. Route 59, Bartlett, Illinois 60103 (5 minutes)  
 9475 N. Route 59, Bartlett, Illinois 60103  
 Drive time of 5 minutes

Apple Valley Center, Bartlett, IL

### KEY FACTS

16,637

Population



Average Household Size

41.0

Median Age

\$110,493

Median Household Income

### BUSINESS



508

Total Businesses



5,880

Total Employees

### INCOME



\$110,493

Median Household Income



\$43,399

Per Capita Income



\$500,001

Median Net Worth

### EDUCATION

5%

No High School Diploma



19%

High School Graduate



28%

Some College



47%

Bachelor's Grad./Prof. Degree

### EMPLOYMENT



White Collar

74%



Blue Collar

16%



Services

10%

3.4%

Unemployment Rate

### Households By Income

The largest group: \$10,000 - \$14,999 (16.1%)

The smallest group: <\$5,000 (0.5%)

Indicator	Value	Difference
<\$5,000	0.5%	-10.0%
\$5,000 - \$9,999	3.2%	-6.1%
\$10,000 - \$14,999	16.1%	5.0%
\$15,000 - \$24,999	14.2%	-1.9%
\$25,000 - \$34,999	12.4%	-3.7%
\$35,000 - \$49,999	11.4%	-4.8%
\$50,000 - \$74,999	10.4%	-5.8%
\$75,000 - \$99,999	10.2%	-6.0%
\$100,000 - \$149,999	10.2%	-6.0%
\$150,000 - \$199,999	10.2%	-6.0%
\$200,000 -	10.2%	-6.0%



Bar chart developed by  
Data Center

**SIRI FOODS**  
**Quick Meals Plan**

**APPETIZER**

**VEG APPETIZER**

VEG SAMOSA .....	2.99	MIX VEG PAKORA .....	3.99
IDDLY .....	2.99	METHU VADA .....	2.99

**NON VEG APPETIZER**

CHICKEN 65 .....	5.99	KEEMA SAMOSA .....	6.99
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**DOSA'S**

PLAIN DOSA .....	5.99	MASALA DOSA .....	6.99
PLAIN UTHAPPAM .....	5.99	MIX VEG UTHAPPAM .....	6.99

**VEG CURRIES**

PANNER BUTTER MASALA .....	6.99	CHANA MASALA .....	5.99
MALAI KOFTA .....	6.99	DAL MAKHINI .....	5.99
KADAI PANNER .....	6.99	DAK THADUKA .....	6.99
VEGETABLE CHETTINADU .....	5.99	VEGETABLE KHORMA .....	5.99

**NON VEG CURRIES**

CHICKEN CHETTINADU .....	7.99	CHICKEN TIKKA MASALA .....	7.99
CHICKEN CURRY .....	7.99	BUTTER CHICKEN .....	7.99
GOAT CURRY .....	9.99	FISH CURRY .....	9.99

**RICE DISHES**

VEG BRIYANI .....	6.99	CHICKEN BRIYANI .....	7.99
VEG PULAV .....	5.99	GOAT BRIYANI .....	9.99
PLAIN RICE .....	2.99		

**DESSERTS**

GULAB JAMUN .. 3.99	MANGO KULFI ... 2.99	RASMALAI .....	4.99
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# SIRI FOODS

## Quick Meals Plan



### Traffic Count Profile

947 S IL Route 59, Bartlett, Illinois, 60103  
 Drive Time: 5, 10, 15 minute radii

Prepared by Esri

Distance:	Street:	Closest Cross-street:	Year of Count:	Count:
0.06	State Rte 59	W Stearns Rd (0.08 miles N)	2013	27,200
0.15	W Stearns Rd	Braintree Ln (0.06 miles E)	2012	11,700
0.17	W Stearns Rd	Sayer Rd (0.04 miles W)	2012	16,300
0.22	W Stearns Rd	Sayer Rd (0.02 miles E)	2010	15,700
0.33	Sayer Rd	Foxboro Ln (0.09 miles S)	2010	2,600
0.73		(0.0 miles )	2010	400
0.73	State Rte 59	Santa Fe St (0.02 miles N)	2014	37,000
0.74	Sycamore Ln	Bryn Mawr Ave (0.04 miles S)	2010	2,200
0.75	W Stearns Rd	Munger Rd (0.08 miles W)	2014	21,400
0.82	Munger Rd	W Stearns Rd (0.05 miles N)	2014	4,500
0.84	Munger Rd	W Stearns Rd (0.08 miles S)	2014	8,300
0.86	W Stearns Rd	Munger Rd (0.03 miles E)	2014	21,100
0.88	Sayer Rd	Locust Ct (0.1 miles S)	2012	1,250
1.00	State Rte 59	W Bartlett Rd (0.49000001 miles N)	2011	39,100
1.03	W Struckman Blvd	Dogwood Ln (0.03 miles E)	2012	3,050
1.05	Sayer Rd	Preserve Trl (0.01 miles N)	2012	1,250
1.12	Carriage Way Dr	Granger Rd (0.05 miles NW)	2012	575
1.14	W Stearns Rd	Bartlett Rd (0.05 miles E)	2014	18,600
1.15	Munger Rd	Forest Preserve Dr (0.25 miles S)	2012	2,400
1.18		(0.0 miles )	2010	3,100
1.19	Bartlett Rd	Hummingbird Way (0.05 miles S)	2014	14,000
1.20	Bartlett Rd	McClellan St (0.07 miles N)	2014	12,000
1.23	Bartlett Rd	Pear Tree Ln (0.02 miles N)	2010	12,600
1.25	Pipers Dr	Pear Tree Ln (0.03 miles E)	2010	1,100
1.25	S Western Ave	Surrey Ct (0.05 miles N)	2014	700
1.25	E Stearns Rd	E Wallace St (0.01 miles E)	2014	16,000
1.32	Bartlett Rd	E Struckman Blvd (0.08 miles SW)	2012	9,250
1.37	State Rte 59	Quincy Bridge Rd (0.01 miles S)	2013	27,200
1.42	Ingalton Ave	W Bartlett Rd (0.08 miles N)	2011	39,100
1.46	Lamont Pkwy	Main St (0.08 miles E)	1991	2,300

**Data Note:** The Traffic Profile displays up to 30 of the closest available traffic counts within the largest radius around your site. The years of the counts in the database range from 2017 to 1963. Over 25% of the counts were taken between 2010 and 2017 and over 77% of the counts were taken between 2000 and 2017. Traffic counts are identified by the street on which they were recorded, along with the distance and direction to the closest cross-street. Distances displayed as 0.00 miles (due to rounding), are closest to the site. A traffic count is defined as the two-way Average Daily Traffic (ADT) that passes that location.

Source: ©2016 Kalibrate Technologies (Q2 2016).

September 20, 2018

# SIRI FOODS

## Quick Meals Plan



### Demographic and Income Profile

947 S IL Route 59, Bartlett, Illinois, 60103  
 Drive Time: 5 minute radius

Prepared by Esri

Summary	Census 2010	2018	2023
Population	16,620	16,637	16,676
Households	5,640	5,673	5,689
Families	4,733	4,733	4,733
Average Household Size	2.94	2.92	2.92
Owner Occupied Housing Units	5,267	5,251	5,267
Renter Occupied Housing Units	353	422	402
Median Age	39.9	41.0	42.5
<b>Trends: 2018 - 2023 Annual Rate</b>	<b>Area</b>	<b>State</b>	<b>National</b>
Population	0.05%	0.10%	0.83%
Households	0.06%	0.12%	0.79%
Families	0.00%	0.01%	0.71%
Owner HUs	0.14%	0.37%	1.16%
Median Household Income	0.62%	1.96%	2.50%
		<b>2018</b>	<b>2023</b>
<b>Households by Income</b>		Number Percent	Number Percent
<\$15,000		142 2.5%	144 2.5%
\$15,000 - \$24,999		180 3.2%	171 3.0%
\$25,000 - \$34,999		199 3.5%	193 3.4%
\$35,000 - \$49,999		405 7.1%	396 7.0%
\$50,000 - \$74,999		588 10.4%	548 9.6%
\$75,000 - \$99,999		804 14.2%	757 13.3%
\$100,000 - \$149,999		1,659 29.2%	1,620 28.5%
\$150,000 - \$199,999		937 16.5%	990 17.4%
\$200,000+		759 13.4%	872 15.3%
Median Household Income		\$110,493	\$113,970
Average Household Income		\$131,181	\$142,110
Per Capita Income		\$43,399	\$47,005
		<b>2018</b>	<b>2023</b>
<b>Population by Age</b>	Number Percent	Number Percent	Number Percent
0 - 4	992 6.0%	901 5.4%	875 5.2%
5 - 9	1,162 7.0%	1,087 6.5%	1,000 6.0%
10 - 14	1,427 8.6%	1,246 7.5%	1,152 6.9%
15 - 19	1,289 7.8%	1,109 6.7%	1,056 6.3%
20 - 24	784 4.7%	800 4.8%	623 3.7%
25 - 34	1,570 9.4%	1,898 11.4%	1,775 10.6%
35 - 44	2,561 15.4%	2,151 12.9%	2,430 14.6%
45 - 54	3,172 19.1%	2,657 16.0%	2,328 14.0%
55 - 64	2,251 13.5%	2,596 15.6%	2,578 15.5%
65 - 74	848 5.1%	1,491 9.0%	1,880 11.3%
75 - 84	397 2.4%	495 3.0%	762 4.6%
85+	168 1.0%	203 1.2%	217 1.3%
		<b>2018</b>	<b>2023</b>
<b>Race and Ethnicity</b>	Number Percent	Number Percent	Number Percent
White Alone	13,932 83.8%	13,392 80.5%	12,978 77.8%
Black Alone	274 1.6%	297 1.8%	320 1.9%
American Indian Alone	33 0.2%	32 0.2%	34 0.2%
Asian Alone	1,833 11.0%	2,261 13.6%	2,595 15.6%
Pacific Islander Alone	7 0.0%	11 0.1%	14 0.1%
Some Other Race Alone	282 1.7%	329 2.0%	376 2.3%
Two or More Races	258 1.6%	315 1.9%	358 2.1%
Hispanic Origin (Any Race)	1,081 6.5%	1,267 7.6%	1,445 8.7%

Data Note: Income is expressed in current dollars.

Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2018 and 2023.



**SIRI FOODS**  
**Quick Meals Plan**

Contact:

Siri Indian Grocery

Address: 947 South Route 59, Bartlett, IL 60103

Manager: Sunder Nookala

Store: 630-398-4831

Cell: 630-709-4313

## Minutes

### Village of Bartlett Economic Development Commission August 13<sup>th</sup>, 2018

#### 1) Call to Order

G. Kubaszko called the meeting to order at 7:02 pm

#### 2) Roll Call

**Present:** S. Gandsey, N. Gudenkauf, D. Gunsteen, G. Kubaszko, A. Lewensky, J. LaPorte, T. Smodilla, R. Perri

**Absent:** C. Green

**Also Present:** T. Fradin, Economic Development Coordinator;  
S. Skrycki, Assistant Village Administrator;  
J. Dienberg, Administrative Intern;  
Lakshami P. Nookala, BEDA Applicant;  
Sunder Nookala, BEDA Applicant;  
Jaikumar ("Jay") Balasubramanian

#### 3) Approval of Minutes

T. Smodilla moved to amend the minutes from the July 9<sup>th</sup> 2018 Meeting, clarifying that Commissioner Gandsey seconded the motion to recommend an award of \$25,000 to Indian Express to the Village Board for approval, not Commissioner Smodilla.

T. Fradin said that staff would make that amendment.

R. Perri made a motion to approve the minutes from July 9<sup>th</sup>, 2018

**Seconded by:** T. Smodilla

#### 4) BEDA Application: Siri Indian Grocery 947 S. Route 59

T. Fradin introduced the newest BEDA applicant from Siri Indian Grocery at 947 S. Rt. 59, and introduced the owner Lakshami P. Nookala, her husband Sunder Nookala, and their business partner Jaikumar "Jay" Balasubramanian. Tony reviewed their plan to expand their current grocery space to add a hot food section which would supplement and add to the business's current offerings. He reviewed that the BEDA program can be used to expand existing businesses. He shared that Siri has been located in the village for 6 years, and shared that the grocery store currently specializes in Indian grocery items. Tony stated that the petitioners included a full proposal that has been included in the EDC packet. He shared that the kitchen buildout would cost approximately \$75,000

and a list of the new equipment needed was also listed in the packet. The proposal includes the cost of all equipment and contractor fees.

The applicant requested BEDA grant of \$30,000-\$45,000 and said that if approved the buildout would take approximately 2 months. In terms of job creation Tony stated that the petitioner estimates adding 2 additional positions including both food preparation and a clerk position. Being cognizant of the \$150,000 available for the current fiscal year and other applicants, Tony stated that staff is asking the EDC to recommend that \$15,000 be awarded to the petitioner by the Village Board. Mr. Fradin opened up the floor to questions for either him or the petitioners.

**T. Smodilla** asked to clarify the roles of the applicants, and if Ms. Nookala was the proprietor and if there is any sit-down aspect to the grocery store. She also asked if they planned to expand the footprint of the business at all or if they would be reconfiguring the space.

**S. Nookala** shared that he manages the store, while his wife is the owner, and added that Mr. Balasubramanian is his partner. He shared that they opened Siri Indian Grocery 6 years ago with success, and that with this new component they would like to add only carry-out at this time to the grocery store. Mr. Nookala also shared that this expansion would be limited within the space that they currently have and that they would be reconfiguring.

**G. Kubaszko** asked what the projections are of new revenue.

**S. Nookala** stated that it would be easily a 25-30% increase.

**S. Gandsey** asked if they would serve both lunch and dinner.

**S. Nookala** stated that they would serve both, and would consider adding breakfast down the road. Mr. Nookala also added that they will also consider extending their hours if needed.

**R. Perri** asked if with the increase in revenue, they will hire more employees.

**S. Nookala** stated that they will hire a clerk and an assistant cook immediately, and 2 chefs in the future.

**R. Perri** shared enthusiasm with the idea of job creation, and stated that the EDC would be happy to help with that in mind.

**T. Smodilla** asked if his current restaurant in Schaumburg was dine-in, or carry out/grocery. She also asked for his role in the new business, interested in knowing that he has experience in hot food preparation

**J. Balasubramanian** stated that his restaurant is dine-in and that he would be setting up the kitchen, arranging the chef, assistant cook, and setting up the entire kitchen, and managing that aspect, sharing that is based on his current experience.

**T. Smodilla** stated that hot food is taxed differently than grocery items, asking if they have discussed that differentiation for taxation and made projections for that.

**J. Balasubramanian** stated that with the 25-30% increase, with the grocery sales being static and the increase coming from the hot food, adding that they are anticipating \$4,000-\$5,000 per week in carry out sales.

**T. Smodilla** stated that that was an ambitious goal, and asked how they came to that number.

**J. Balasubramanian** stated that with his current restaurant and looking at avenues like Uber-Eats, Grub Hub, etc. that he was able to come to those numbers.

**D. Gunsteen** asked if the applicants had any plans to expand to a full restaurant, or if it was only carry-out.

**S. Nookala** stated that it would be only carry out.

**T. Fradin** added that with the current tenants in that shopping center, there is not room for such an expansion.

**D. Gunsteen** asked about the current terms of the lease.

**S. Nookala** stated that they have extended the lease for three more years.

**T. Fradin** added that there is a high demand in Bartlett for spaces that have kitchens, adding that it would be a worthwhile improvement to the space. He also added that the petitioners have shown a dedication to that space, and that this would be a long-term commitment.

**T. Smodilla** clarified that the lease has been extended through the year 2021.

**S. Nookala** stated that was correct.

**S. Gandsey** asked if they would have to close down during construction.

**S. Nookala** stated that they would not close, and that the grocery section would remain open.

**R. Perri** asked for the address of the business

**T. Fradin** shared that the address is Grocery 947 S. Route 59

**A. Lewensky** stated that he was inclined to support the petitioner, but told Mr. Fradin that it is difficult as a commissioner to make these decisions with a finite amount of resources and asked for a roadmap for what is coming instead of going first-come-first-served. He also asked if staff figures future applications in mind when recommending amounts such as tonight's \$15,000.

**T. Fradin** stated that it will remain first-come-first-served, and added that developers often ask for confidentiality. He also shared that staff keeps future projects in mind when recommending applications to the EDC. Mr. Fradin alluded to multiple projects coming down the pike, stating that they may be large applications.

**G. Kubaszko** asked if the Village is in a position to offer marketing or advertising assistance to Siri Indian Grocery.

**T. Fradin** stated that the Village would love to feature Siri Indian Grocery in a Business Spotlight when they expand as well as featuring them in the December coupon insert, and many other options that the Village uses to support local businesses. Mr. Fradin also added that he would recommend they join the Chamber of Commerce if they are not members already. Mr. Fradin added that they are a unique business and that the Village would be sure to feature them when possible.

**G. Kubaszko** agreed with the uniqueness of the business and stated that he would like them to have a robust start with their expansion.

**T. Fradin** stated that it is getting close to time to create the fall dining guide, and that this would be something to include. He added that between social media and the Bartletter, there is a lot of exposure for a local business.

**A. Lewensky** asked for the current food and beverage tax rate in Bartlett.

**S. Skrycki** stated that there is no local food and beverage tax, and that there is a 1% sales tax and a 1% home rule sales tax, equating to a 2% tax.

**D. Gunsteen** stated that he was happy to see a grocery store in town, and asked what made them change their business strategy.

**S. Nookala** stated that many of their food that they sell is sold ready to make, and that people regularly pick food up to cook as soon as they get home and that they would also come in looking for something quick at lunch time, stating that there was an opportunity. He stated that everybody is in a hurry and is looking for quick food.

**D. Gunsteen** stated that he is confident that they will be successful.

**R. Perri** stated that he believes they are in the right part of the trend of adding a restaurant component to a grocery store.

**S. Nookala** stated that this expansion gives them an edge to better serve their customer.

**T. Smodilla** stated that a key to business longevity and relevancy, it is important reinvent themselves, and applauded the effort.

**T. Smodilla** made a motion to recommend that the Village Board award \$15,000 to Siri Indian Grocery.

**Seconded by R. Perri**

**Motion Carried**

**T. Fradin** stated that it would be forwarded on to the Village Board.



**Village of Bartlett**  
**Finance Department Memo**  
**2018 - 31**

**DATE:** November 26, 2018  
**TO:** Paula Schumacher, Village Administrator  
**FROM:** Todd Dowden, Finance Director  
**SUBJECT:** General Obligation Abatements

The final process for the 2018 tax levy is to calculate tax levy abatements for the 2017 refunding bonds. Total gross debt service for all outstanding general obligation bonds equals \$3,207,325. Abatements proposed equal \$73,470. Therefore, the net debt service equals \$3,133,855. The following represents the detail of the proposed abatements:

The abatement being proposed is in the amount of \$73,470. The 2017 bond issue estimates a payment in the amount of \$43,590 for the Fire District's share of the bonds attributable to the portion of the District outside of the Village. Also, the amount of \$29,880 is to be transferred from the Brewster Creek TIF Municipal fund to the Debt Service fund to pay for its portion of the bonds.

**Motion:** I move to approve abatement ordinance 2018 - \_\_\_\_\_ an ordinance providing for an abatement of \$73,470 for the 2017 GO Refunding Bonds.

**ORDINANCE 2018-**

**AN ORDINANCE abating a portion of taxes heretofore levied for the year 2018 to pay debt service on: General Obligation Refunding Bonds Series 2017 of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois.**

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**WHEREAS**, the Board of Trustees (the "Board") of the Village of Bartlett, an Illinois municipal corporation of DuPage, Cook and Kane Counties, Illinois (the "Village") heretofore adopted Ordinance 2017-78:

AN ORDINANCE providing for the issuance of not to exceed \$2,950,000 General Obligation Refunding Bonds, Series 2017, of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and for the levy and collection of direct annual tax for the payment of and interest on said bonds

("Ordinance 2017-78"); and

**WHEREAS**, Ordinance 2017-78 did provide for the issuance of not to exceed \$2,950,000 General Obligation Bonds, hereinafter referred to as the "Bartlett Series 2017 GO Refunding Bonds" and for the levy of a direct annual tax sufficient to pay the principal and interest on the Bartlett Series 2017 GO Refunding Bonds; and

**WHEREAS**, Section 12 of said Ordinance 2017-78 directed the County Clerks of DuPage, Cook and Kane Counties to levy for the year 2018 a tax sufficient to produce the dollar sum of \$359,000 for principal and interest to and including December 1, 2019 on the Bartlett Series 2017 GO Refunding Bonds; and

**WHEREAS**, the Board has determined that there will be on hand in the Village funds from other lawful sources available to pay the amount of \$73,470 toward debt service on the Bartlett Series 2017 GO Refunding Bonds, which after prior abatement by the Direction for the Abatement of Taxes for the 2018 Levy of \$36,350 of the \$359,000 tax levied for 2018 in Ordinance 2017-78, left a tax to be extended sufficient to produce the sum of \$322,650 for the 2018 levy with respect to the Bartlett Series 2017 GO Refunding Bonds; and

**WHEREAS**, on July 21, 2017, the Village caused to be filed with the County Clerk of the County of DuPage, Illinois and with the County Clerk of the County of Kane, Illinois a certain Direction for Abatement of Taxes, and on December 20, 2017, the Village caused to be filed with the County Clerk of the County of Cook, Illinois that same Direction for Abatement of Taxes (the "Direction for the Abatement of Taxes for Ordinance 2017-78"), signed by the designated officers of the Village pursuant to Ordinance 2017-78, confirming the sale of the Series 2017 GO Refunding Bonds, and abating a portion of the taxes levied for various years under Ordinance 2017-78;



**NOW, THEREFORE, BE IT ORDAINED** by the President and Board of Trustees of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, as follows:

**SECTION ONE: Partial Abatement of Tax Levied Under Ordinance 2017-78.** That \$73,470 of the tax heretofore levied for the year 2018 in Village of Bartlett Ordinance 2017-78 to pay principal and interest on the Bartlett Series 2017 GO Refunding Bonds, to the extent not previously abated by the Direction for Abatement of Taxes for Ordinance 2017-78 for the year 2018, shall be abated, thereby leaving \$249,180 of the tax levy for 2018 to be levied for principal and interest to and including December 1, 2019. Nothing contained herein shall be construed as abating the remaining \$249,180 of the \$322,650 tax levy for 2018 after prior abatement, or abating any portion of the tax levies set forth in Section 12 of Ordinance 2017-78 after adjustment for the prior abatements set forth in the Direction for the Abatement of Taxes for Ordinance 2017-78, for future years 2019 through 2026.

**SECTION TWO:** Forthwith upon the adoption of this Ordinance, the Village Clerk shall file a certified copy of this Ordinance with the respective County Clerks of DuPage, Cook and Kane Counties, and it shall be the duty of said County Clerks to abate the portion of taxes for the year 2018 in accordance with the provisions of Section One of this Ordinance.

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

**SECTION FOUR: REPEAL OF PRIOR ORDINANCES.** 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 Ordinance shall be in full force and effect upon its passage and approval.

**ROLL CALL VOTE:**  
**AYES:**  
**NAYS:**  
**ABSENT:**

**PASSED:** December 4, 2018  
**APPROVED:** December 4, 2018

\_\_\_\_\_  
Kevin Wallace, Village President

**ATTEST:**

\_\_\_\_\_  
Lorna Giless, Village Clerk

## **CERTIFICATION**

I, Lorna Giless, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2018- enacted on December 4, 2018, approved on December 4, 2018 as the same appears from the official records of the Village of Bartlett.

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Lorna Giless, Village Clerk



# Village of Bartlett

## Finance Department Memo

### 2018 - 30

**DATE:** November 26, 2018

**TO:** Paula Schumacher, Village Administrator

**FROM:** Todd Dowden, Finance Director

**SUBJECT:** 2018 Property Tax Levy Ordinance

Attached is the 2018 property tax levy ordinance. The total levy is \$11,150,020, a 0.06% decrease from the 2017 property tax extension. A Truth In Taxation Public Hearing for the 2018 levy was held on November 6, 2018. A summary of the 2018 levy is included below:

<b>Proposed Levy Compared to Prior Year's Extension</b>				
	<b>2018 Proposed Levy</b>	<b>2017 Extension</b>	<b>Increase (Decrease)</b>	<b>Percent Change</b>
General Corporate	6,433,094	6,549,683	(116,589)	-1.78%
Police Pension	1,583,071	1,403,054	180,017	12.83%
Subtotal	8,016,165	7,952,737	63,428	0.80%
Debt Service	3,133,855	3,204,500	-70,645	-2.20%
<b>TOTAL</b>	<b>11,150,020</b>	<b>11,157,237</b>	<b>-7,217</b>	<b>-0.06%</b>

**Motion:** To approve Ordinance 2018- \_\_\_\_\_, An Ordinance for the Levy and Assessment of Taxes for the General Corporate and Other Purposes of the Village of Bartlett, Cook, DuPage, and Kane Counties, Illinois, for the Fiscal Year Beginning May 1, 2018 and ending April 30, 2019.

**ORDINANCE 2018-  
ANNUAL TAX LEVY ORDINANCE**

**AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF TAXES FOR THE  
GENERAL CORPORATE AND OTHER PURPOSES OF THE VILLAGE OF  
BARTLETT, COOK, DUPAGE, AND KANE COUNTIES, ILLINOIS, FOR THE FISCAL  
YEAR BEGINNING MAY 1, 2018 AND ENDING APRIL 30, 2019.**

**WHEREAS**, the Village of Bartlett is a home rule unit of government under Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois (the "Constitution"); and

**WHEREAS**, the President and Board of Trustees of the Village of Bartlett have heretofore on April 3, 2018, passed, adopted, and approved the Annual Budget for the Village of Bartlett for the fiscal year beginning May 1, 2018 and ending April 30, 2019 ("the current fiscal year") after a public hearing held pursuant to the notice and other requirements of Section 8-2-9.1 through 8-2-9.9 of the Illinois Municipal Code (65 ILCS 5/8-2-9.1 through 8-2-9.9).

**NOW, THEREFORE, BE IT ORDAINED** by the President and Board of Trustees of the Village of Bartlett, Cook, DuPage, and Kane Counties, Illinois:

**SECTION ONE:** That the total amount of budgeted funds for all corporate purposes legally made to be collected from the tax levy of the current fiscal year is hereby ascertained to be the sum of Eleven Million, One Hundred Fifty Thousand, Twenty (\$11,150,020).

**SECTION TWO:** That the sum of Eleven Million, One Hundred Fifty Thousand, Twenty (\$11,150,020), being the total of the budgeted funds which are to be collected from the tax levy for the current fiscal year of the Village of Bartlett for the corporate purposes of the Village of Bartlett and also for the purpose of providing for a Corporate Fund, Debt Service Fund, and a Police Pension Fund, as budgeted for the current fiscal year by the Annual Budget of the Village of Bartlett for the fiscal year ending April 30, 2019, approved by the corporate authorities of the Village of Bartlett at the legally convened meeting of April 3, 2018, be, and is hereby levied upon all of the property subject to taxation for the current year, the specific amounts as levied for the various funds heretofore named being included herein by being placed in separate columns under the heading "To Be Raised by Tax Levy", which appears over the same, the tax so levied being for the current fiscal year of said Village beginning May 1, 2018 and ending April 30, 2019, and for the said budget to be collected from said tax levy, the total of which has been ascertained as aforesaid, and being as follows, to wit:

	<b>Budget Amount</b>	<b>Estimated Receipts from Sources Other than Tax Levy</b>	<b>To Be Raised by Tax Levy</b>
<b>General Fund</b>			
Office of Village Board	1,725,536	1,029,546	695,990
Professional Services	470,900	280,964	189,936
Liability Insurance	640,000	252,787	387,213
Finance Department	1,055,661	502,124	553,537
Community Development	1,025,560	1,025,560	0
Building Department	1,003,356	1,003,356	0
Police Department	11,602,397	8,326,543	3,275,854
Streets Department	4,123,511	2,792,947	1,330,564
<b>Total General Fund</b>	<b>21,646,921</b>	<b>15,213,827</b>	<b>6,433,094</b>
Total Budget for Corporate Fund	21,646,921		
Less Estimated Revenues from Sources Other than Taxation		15,213,827	
<b>Total Amount to be Raised by Tax Levy for Corporate Fund</b>			<b>6,433,094</b>
<b>Debt Service Fund</b>			
2009 GO Bonds	964,481	0	964,481
2012 GO Bonds	734,819	0	734,819
2016 GO Bonds	1,185,375	0	1,185,375
2017 GO Bonds	322,650	73,470	249,180
<b>Total Debt Service Fund</b>	<b>3,207,325</b>	<b>73,470</b>	<b>3,133,855</b>

	Budget Amount	Estimated Receipts from Sources Other than Tax Levy	To Be Raised by Tax Levy
<b>Police Pension Fund</b>			
Current Pensions & Expenses	2,046,624		
Reserve for Future Pensions	2,701,031		
<b>Total Police Pension Fund</b>	4,747,655	3,164,584	1,583,071
Total Budget for Police Pension Fund	4,747,655		
Less Estimated Revenues from Sources Other than Taxation		3,164,584	
<b>Total Amount to be Raised by Tax Levy for Police Pension Fund</b>			<b>1,583,071</b>
<b>Summary of All Levied Funds</b>			
General Corporate Fund	21,646,921	15,213,827	6,433,094
Debt Service Fund	3,207,325	73,470	3,133,855
Police Pension Fund	4,747,655	3,164,584	1,583,071
<b>Total All Levied Funds</b>	29,601,901	18,451,881	11,150,020
Total Budget for All Levied Funds	29,601,901		
Less Estimated Revenues from Sources Other than Taxation		18,451,881	
<b>Total Amount to be Raised by Tax Levy for All Levied Funds</b>			<b>11,150,020</b>

**SECTION THREE:** That the total amount of Eleven Million, One Hundred Fifty Thousand, Twenty (\$11,150,020) ascertained above, be, and the same is hereby levied and assessed on all property subject to taxation within the Village of Bartlett, Cook, DuPage, and Kane Counties, Illinois, according to the value of said property as assessed and equalized for State and County purposes for the current year.

**SECTION FOUR:** This levy ordinance is adopted pursuant to the procedures set forth in the Illinois Municipal Code provided, however, any tax rate limitation or any other substantive limitations as to tax levies in the Illinois Municipal Code in conflict with this ordinance shall not be applicable to this ordinance pursuant to Section 6 of Article VII of the Constitution of the State of Illinois.

**SECTION FIVE:** The various provisions of this Ordinance are to be considered as severable and if any part or portion of this Ordinance shall be held invalid by any Court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Ordinance.

**SECTION SIX:** That there is hereby certified to the County Clerks of Cook, DuPage, and Kane Counties, Illinois, the several sums aforesaid constituting said total amount of Eleven Million, One Hundred Fifty Thousand, Twenty (\$11,150,020) which said total amount the Village of Bartlett requires to be raised by taxation for the current fiscal year of the Village, and the Village Clerk is hereby ordered and directed to file with the County Clerks of Cook, DuPage, and Kane Counties, Illinois, on or before the time required by law, a certified copy of this Tax Levy Ordinance.

**SECTION SEVEN:** That this Ordinance shall take effect and be in full force immediately upon its passage and approval.

**ROLL CALL VOTE:**

**AYES:**

**NAYS:**

**ABSENT:**

**PASSED:** December 4, 2018

**APPROVED:** December 4, 2018

\_\_\_\_\_  
Kevin Wallace, Village President

**ATTEST:**

\_\_\_\_\_  
Lorna Giles, Village Clerk

**CERTIFICATION**

I, Lorna Giles, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2018- enacted on December 4, 2018, approved on December 4, 2018 as the same appears from the official records of the Village of Bartlett.

\_\_\_\_\_  
Lorna Giles, Village Clerk



**CERTIFICATE OF COMPLIANCE WITH TRUTH IN TAXATION LAW**

I, Kevin Wallace, Village President and presiding officer of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, do hereby certify that the Village of Bartlett has fully and completely complied with the provisions of Sections 18-60 through 18-85 of the Truth in Taxation Law (35 ILCS 200/18-60 through 18-85) in the adoption of the attached Village of Bartlett tax levy ordinance entitled "Annual Tax Levy Ordinance", Ordinance No. 2018- .

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Kevin Wallace, Village President



**Village of Bartlett**  
**Finance Department Memo**  
**2018 - 32**

**DATE:** November 26, 2018

**TO:** Paula Schumacher, Village Administrator

**FROM:** Todd Dowden, Finance Director

**SUBJECT:** 2019-23 Capital Improvements Program

Attached is the Resolution to adopt the 2019-2023 Capital Improvements Program and authorize the staff to begin engineering and design work on those projects included in the 2019-20 fiscal year. The 2019-20 projects total \$20,951,176. If this Resolution is passed, the 2019-20 projects will be incorporated into the Operating Budget that will be presented to the Village Board in March.

**Motion:** I move to approve Resolution 2018- \_\_\_\_\_, a resolution adopting the 2019-2023 Capital Improvements Program.

## RESOLUTION 2018- -R

### A RESOLUTION ADOPTING THE 2019-2023 CAPITAL IMPROVEMENTS PROGRAM

**WHEAREAS**, it is in the best interest of sound financial planning to utilize a capital planning and budgeting system; and

**WHEAREAS**, multi-year planning for capital project revenues and expenditures provides opportunities for long-range needs identification and assists in early season project planning.

**NOW, THEREFORE, BE IT RESOLVED**, by the President and Board of Trustees of the Village of Bartlett, Cook, DuPage, and Kane Counties, Illinois, as follows:

**SECTION ONE:** That the 2019-2023 Capital Improvements Program is hereby adopted.

**SECTION TWO:** That the Village Administrator is hereby authorized and directed to cause, as necessary, such engineering and design work on those projects outlined in the 2019-2020 fiscal year totaling \$20,951,176.

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

**SECTION FOUR: REPEAL OF PRIOR ORDINANCES.** 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 after its passage and approval.

**ROLL CALL VOTE:**

**AYES:**

**NAYS:**

**ABSENT:**

**PASSED:** December 4, 2018

**APPROVED:** December 4, 2018

---

Kevin Wallace, Village President

**ATTEST:**

---

Lorna Giles, Village Clerk

**CERTIFICATION**

I, Lorna Giles, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2018- -R enacted on December 4, 2018, approved on December 4, 2018 as the same appears from the official records of the Village of Bartlett.

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Lorna Giles, Village Clerk



# Memo

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**To:** Paula Schumacher, Village Administrator  
**From:** Dan Dinges, Director of Public Works  
**Subject:** **2018 Sanitary Sewer Manhole Rehab Contract Award**  
**Date:** November 26, 2018

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On October 17, 2018 a Notice to Bidders was published in the Examiner and the Village web site, soliciting bids for the 2018 Sanitary Sewer Manhole Rehabilitation Project. This project consists of the rehabilitation of 46 sanitary manhole structures including patching and grouting, geopolymer wall coating, and related work. Bids were due no later than November 8, 2018 at 10:00 AM., Three (3) bid packets were returned. The engineer's estimate for the project was \$106,900.

The Village set minimum qualification standards for bidders for the Project, as it does on all projects that the Village bids, which includes:

"Minimum Qualifications: Contractor must have successfully completed at least three (3) sanitary manhole projects of similar or greater size, scope and complexity as the project bid." . . .

and that a Bidder that fails to meet said Minimum Qualifications is a basis to disqualify that bidder. The technical specifications for the Project called for the application of GeoKrete, a geopolymer product manufactured by Quadex, to line the sanitary sewers to be rehabilitated. The low bidder, Front Range Environmental, is not an approved applicator of GeoKrete, the specified product, and as such cannot purchase or install the specified geopolymer product. The low bidder proposed a new substitute geoliner product which may have a similar chemical composition, but not identical to the bid product, and is too new to have a proven track record for the Village to determine that it is equal to the specified product. Moreover, the low Bidder admitted that it has never applied the substitute product that it proposed as an equal product. References from the low Bidder disclose that it failed to successfully complete a sanitary sewer rehabilitation project for another municipality where that municipality also specified the use of GeoKrete for sewer lining. Accordingly, Staff believes that the low bidder does not have the past experience and ability to successfully complete the Project as specified, and as such is not a responsible bidder that meets the specifications for this Project.

Accordingly, Staff recommends the second lowest bidder, Midwest Water Group d/b/a RMS Utility Services, at a price of \$97,587, as it is then the lowest responsible bidder meeting the specifications for this Project. This is a bid difference of \$2,737. Midwest Water Group d/b/a RMS Utility Services received high remarks from all references listed and has significant experience with the specified products and work required. Midwest Water Group d/b/a RMS Utility Services has worked in the Village in the past and we were satisfied with the quality of their work.

Attached is a bid tally sheet for your review. There is a budget of \$600,000 in the 2018/19 Capital Budget for this and other corresponding projects.

Based upon the foregoing, Staff recommends the low bid from Front Range Environmental, LLC be rejected, and that the contract be awarded to Midwest Water Group d/b/a RMS Utility Services as the lowest responsible bidder meeting the specifications for the Project.

#### **MOTION**

**I move to award the 2018 Sanitary Manhole Rehabilitation Project Contract to Midwest Water Group d/b/a RMS Utility Services in the amount of \$97,587.00 as the lowest responsible bidder meeting the specifications for the Project, and pass Resolution 2018-\_\_\_R, "A Resolution Approving the Contract Between the Village of Bartlett and Midwest Water Group d/b/a RMS Utility Services for the Construction of the 2018 Sanitary Manhole Rehabilitation Project".**





VILLAGE OF BARTLETT

2018 Sanitary Sewer Manhole Rehabilitation  
**BID TABULATION**

November 8, 2018

Item No.	Items	Unit	Quantity	Engineers Estimate		Front Range Environmental LLC		RMS Utility Services		Michels Corp	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Geopolymer Lining	VF	265	\$250.00	\$66,250.00	\$190.00	\$50,350.00	\$213.40	\$56,551.00	\$163.78	\$43,401.70
2	Root Treatment	EA	5	\$250.00	\$1,250.00	\$300.00	\$1,500.00	\$260.00	\$1,300.00	\$260.00	\$1,300.00
3	Replace Bench/Channel	EA	2	\$1,500.00	\$3,000.00	\$1,200.00	\$2,400.00	\$950.00	\$1,900.00	\$3,150.00	\$6,300.00
4	Repair Bench/Channel	EA	8	\$750.00	\$6,000.00	\$600.00	\$4,800.00	\$950.00	\$7,600.00	\$1,020.00	\$8,160.00
5	Internal Chimney Seal	EA	5	\$500.00	\$2,500.00	\$600.00	\$3,000.00	\$420.00	\$2,100.00	\$660.00	\$3,300.00
6	External Chimney Seal	EA	2	\$500.00	\$1,000.00	\$600.00	\$1,200.00	\$550.00	\$1,100.00	\$2,630.00	\$5,260.00
7	Grout and Wipe Joints	EA	17	\$500.00	\$8,500.00	\$500.00	\$8,500.00	\$383.00	\$6,511.00	\$660.00	\$11,220.00
8	Curtain Grout	EA	17	\$1,000.00	\$17,000.00	\$1,200.00	\$20,400.00	\$1,125.00	\$19,125.00	\$1,470.00	\$24,990.00
9	Install Drop	EA	1	\$500.00	\$500.00	\$1,200.00	\$1,200.00	\$650.00	\$650.00	\$3,150.00	\$3,150.00
10	Post Rehab Vacuum Testing	EA	3	\$300.00	\$900.00	\$500.00	\$1,500.00	\$250.00	\$750.00	\$513.00	\$1,539.00
	AS READ						\$94,850.00		\$97,587.00		\$108,619.00
	<b>TOTAL</b>				\$106,900.00		<b>\$94,850.00</b>		<b>\$97,587.00</b>		<b>\$108,620.70</b>

**RESOLUTION 2018 - \_\_\_ - R**

**A RESOLUTION APPROVING THE CONTRACT BETWEEN THE VILLAGE OF BARTLETT AND MIDWEST WATER GROUP D/B/A RMS UTILITY SERVICES FOR THE CONSTRUCTION OF THE 2018 SANITARY MANHOLE REHABILITATION PROJECT**

---

**BE IT RESOLVED** by the President and Board of Trustees of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, as follows:

**SECTION ONE:** That the total bid for the Village's 2018 Sanitary Manhole Rehabilitation Project, as more fully set forth in the Agreement hereinafter described in Section Two hereof (the "Project Work"), is hereby approved and a contract is hereby awarded to the following contractor as the lowest responsible and responsive bidder meeting specifications:

Midwest Water Group d/b/a RMS Utility Services (the "Contractor") at the unit pricing set forth in its bid, which when applied to the estimated quantities for the Project Work, total \$97,587.00.

**SECTION TWO:** That the 2018 Sanitary Manhole Rehabilitation Project Agreement between the Village of Bartlett and the Contractor for the Project Work, a copy of which is appended hereto and expressly incorporated herein by this reference (the "Agreement"), is hereby approved.

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

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

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

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

**ROLL CALL VOTE:**

**AYES:**

**NAYS:**

**ABSENT:**

**PASSED December 4, 2018**

**APPROVED December 4, 2018**

---

**Kevin Wallace, Village President**

**ATTEST:**

---

**Lorna Giless, Village Clerk**

**CERTIFICATION**

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage, and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2018 - \_\_\_-R, enacted on December 4, 2018, and approved on December 4, 2018, as the same appears from the official records of the Village of Bartlett.

---

Lorna Giless, Village Clerk

**VILLAGE OF BARTLETT  
CONTRACT FOR THE CONSTRUCTION OF**

**2018 SANITARY MANHOLE REHABILITATION PROJECT**

**NOTICE OF AWARD**

CERTIFIED MAIL/RETURN RECEIPT REQUESTED OR PERSONAL DELIVERY

**TO:**

Contractor Name: RMS Utility Services Attn: Michelle Harrod  
Contractor's Address: 4410 S. Hi-Point Rd  
McHenry, IL 60050  
Telephone No (888) 655-4085

**FROM:**

Owners Name: Village of Bartlett  
Owners Address: 228 South Main Street  
Bartlett, Illinois, 60103  
Telephone No 630-837-0811

On December 4, 2018 Owner found to be most favorable to the interests of Owner the Bidder's Proposal submitted by Contractor and dated on the November 8, 2018 in which Contractor proposes to contract with Owner, in the form of the Contract included in the Bid Package to perform the following Work: (1) to provide, perform and complete at the Work Site and in the manner described and specified in the Bid Package all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for the **2018 SANITARY MANHOLE REHABILITATION PROJECT** (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in Attachment A to the Contract included in the Bid Package; (3) to procure and furnish all Bonds and all certificates and policies of insurance specified in the Bid Package; (4) to pay all applicable federal, state and local taxes; (5) to do all other things required of the Contractor by the Contract; and (6) to provide, perform and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by or pursuant to, the Contract.

**OWNER ACCORDINGLY AWARDS CONTRACTOR, EFFECTIVE AS OF THE DATE OF DELIVERY OF THIS NOTICE OF AWARD, THE CONTRACT FOR SAID WORK FOR THE LUMP SUM AND/OR UNIT PRICES, AS THE CASE MAY BE, SET FORTH IN THE BIDDER'S PROPOSAL.**

The Closing will be by mail. The Bidder will mail all signed documents to the Owner at 228 S. Main Street, Bartlett, Illinois provided that all Conditions have been satisfied. Contractor must have complied with all Conditions set forth in Section 15 of the General Instructions to Bidders included in the Bid Package, on or before **December 21, 2018**.

The failure or refusal to comply with the Conditions Precedent to Closing on or before the Closing Date or to Close on the Closing Date shall result, at Owner's option, in the imposition of liquidated damages and the annulment of this award, or in Owner's exercise of any or all equitable remedies Owner may have, all as more specifically set forth in Sections 8, 15, and 16 of the General Instructions to Bidders.

DATED this **December 4, 2018**.

**VILLAGE OF BARTLETT**

By: \_\_\_\_\_  
**Paula Schumacher, Village Administrator**

**CONTRACT BETWEEN  
VILLAGE OF BARTLETT**

**AND**

**RMS UTILITY SERVICES**

**FOR THE CONSTRUCTION OF**

**2018 SANITARY MANHOLE REHABILITATION PROJECT**

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**CONTRACTOR'S CERTIFICATION**

**ATTACHMENT A - Supplemental Schedule of Contract Terms**

**ATTACHMENT A1- Schedule of Contract Prices**

**ATTACHMENT B - Specifications**

**ATTACHMENT C - List of Drawings**

**ATTACHMENT D – Special Project Requirements**



In consideration of the mutual promises set forth below, the VILLAGE OF BARTLETT, 228 S. Main Street, Bartlett, Illinois, 60103, a municipal corporation ("**Owner**"), and

Contractor Name: RMS Utility Services

Contractor's Address: 4410 S. Hi-Point Rd

McHenry, IL 60050

**(Contractor)**

Telephone No (888) 655-4085

make this Contract as of the 4th day of December, 2018, and hereby agree as follows:

**ARTICLE I**  
**THE WORK**

**1.1 Performance of the Work**

Contractor shall, at its sole cost and expense, provide, perform, and complete all of the following, all of which is herein referred to as the "Work":

1. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete, in the manner described and specified in this Contract, all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary to accomplish the Project at the Work Site, both as defined in Attachment A, in accordance with the specifications attached hereto as Attachment B, the drawings identified in the list attached hereto as Attachment C, and the Special Project Requirements attached hereto as Attachment D.

2. Permits. Except as otherwise provided in Attachment A, procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith.

3. Bonds and Insurance. Procure and furnish all Bonds and all certificates and policies of insurance specified in paragraph 4.1 of this Contract and as set forth in Attachment A to this Contract.

4. Taxes. Pay all applicable federal, state, and local taxes.

5. Miscellaneous. Do all other things required of Contractor by this Contract, including, without limitation, arranging for utility and other services needed for the work and for testing, including the installation of temporary utility lines, wiring, switches, fixtures, hoses, connections, and meters, and providing sufficient sanitary conveniences and shelters to accommodate all workers and all personnel of Owner engaged in the Work.

6. Quality. Provide, perform and complete all of the foregoing in a proper and workmanlike manner, consistent with the highest standards of professional and construction practices and in full compliance with, and as required by or pursuant to, this Contract, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged and first quality equipment, materials, and supplies.

## 1.2 Commencement and Completion Dates

Contractor shall commence and continuously prosecute the Work at such a rate as will allow the Work to be fully provided, performed, and completed in full compliance with this Contract not later than the "Completion Date" set forth in Attachment A. The time of commencement, rate of progress, and time of completion are referred to in this Contract as the "Contract Time."

## 1.3 Required Submittals

A. Submittals Required. Contractor shall submit to Owner all documents, data, and information specifically required to be submitted by Contractor under this Contract and shall, in addition, submit to Owner all such drawings, specifications, descriptive information, and engineering documents, data, and information as may be required, or as may be requested by Owner, to show the details of the Work, including a complete description of all equipment, materials, and supplies to be provided under this Contract ("**Required Submittals**"). Such details shall include, but shall not be limited to, design data, structural and operating features, principal dimensions, space required or provided, clearances required or provided, type and brand of finish, and all similar matters, for all components of the Work.

B. Number and Format. All Required Submittals, except drawings, shall be prepared and submitted to the Owner on 8-1/2 inch by 11-inch paper. All prints of drawings shall be folded to 8-1/2 inches by 11 inches, or less. All drawings shall be clearly marked in the lower right-hand corner with the names of Owner and Contractor. See **Attachment D** for further details.

C. Time of Submission and Owner's Review. All Required Submittals shall be provided to Owner no later than the time, if any, specified in this Contract for their submission or, if no time for submission is specified, in sufficient time, in Owner's sole opinion, to permit Owner to review the same prior to the commencement of the part of the Work to which they relate and prior to the purchase of any equipment, materials, or supplies that they describe. Owner shall have the right to require such corrections as may be necessary to make such submittals conform to this Contract. All such submittals shall, after final processing and review with no exception noted by Owner, become a part of this Contract. No Work related to any submittal shall be performed by Contractor until Owner has completed review of such submittal with no exception noted. Owner's review and stamping of any Required Submittal shall be for the sole purpose of examining the general management, design, and details of the proposed Work, shall not relieve Contractor of the entire responsibility for the performance of the Work in full compliance with, and as required by or pursuant to this Contract, and shall not be regarded as any assumption of risk or liability by Owner.

D. Responsibility for Delay. Contractor shall be responsible for any delay in the Work due to delay in providing Required Submittals conforming to this Contract.

## 1.4 Review and Interpretation of Contract Provisions

Contractor represents and warrants that it has carefully reviewed this Contract, including all of its Attachments, and the drawings identified in Attachment C, all of which are by this reference incorporated into and made a part of this Contract. Contractor shall, at no increase in the Contract Price, provide workmanship, equipment, materials, and supplies that fully conform to this Contract. Whenever any equipment, materials or supplies are specified or described in this Contract by using the name or other identifying feature of a proprietary product or the name or other identifying feature of a particular manufacturer or vendor, the specific item mentioned shall be understood as establishing the type, function and quality desired. Other manufacturers' or vendors' products

may be accepted, provided that the products proposed are equivalent in substance and function to those named as determined by Owner in its sole and absolute discretion.

Contractor shall promptly notify Owner of any discrepancy, error, omission, ambiguity, or conflict among any of the provisions of this Contract before proceeding with any Work affected thereby. If Contractor fails to give such notice to Owner, then the subsequent decision of Owner as to which provision of this Contract shall govern shall be final, and any corrective work required shall not entitle Contractor to any damages, to any compensation in excess of the Contract Price, or to any delay or extension of the Contract Time.

When the equipment, materials, or supplies furnished by Contractor cannot be installed as specified in this Contract, Contractor shall, without any increase in the Contract Price, make all modifications required to properly install the equipment, materials, or supplies. Any such modification shall be subject to the prior review and consent of Owner.

### **1.5 Conditions at the Work Site; Record Drawings**

Contractor represents and warrants that it has had a sufficient opportunity to conduct a thorough investigation of the Work Site and the surrounding area and has completed such investigation to its satisfaction. Contractor shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time based upon conditions found at, or in the vicinity of, the Work Site. When information pertaining to subsurface, underground or other concealed conditions, soils analysis, borings, test pits, utility locations or conditions, buried structures, condition of existing structures, and other investigations is or has been provided by Owner, or is or has been otherwise made available to Contractor by Owner, such information is or has been provided or made available solely for the convenience of Contractor and is not part of this Contract. Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of such information, and there is no guaranty or warranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work or the Work Site, or that the conditions indicated are representative of those existing at any particular location, or that the conditions indicated may not change, or that unanticipated conditions may not be present.

Contractor shall be solely responsible for locating all existing underground installations by prospecting no later than two workdays prior to any scheduled excavation or trenching, whichever is earlier. Contractor shall check all dimensions, elevations, and quantities indicated in this Contract within the same time period as set forth above for prospecting underground installations. Contractor shall lay out the Work in accordance with this Contract and shall establish and maintain such locations, lines and levels. Wherever pre-existing work is encountered, Contractor shall verify and be responsible for dimensions and location of such pre-existing work. Contractor shall notify Owner of any discrepancy between the dimensions, elevations and quantities indicated in this Contract and the conditions of the Work Site or any other errors, omissions or discrepancies which Contractor may discover during such inspections. Full instructions will be furnished by Owner should such error, omission, or discrepancy be discovered, and Contractor shall carry out such instructions as if originally specified and without any increase in Contract Price.

### **1.6 Technical Ability to Perform**

Contractor represents and warrants that it is sufficiently experienced and competent, and has the necessary capital, facilities, plant, organization, and staff, to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

### **1.7 Financial Ability to Perform**

Contractor represents and warrants that it is financially solvent, and Contractor has the financial resources necessary to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

### **1.8 Time**

Contractor represents and warrants that it is ready, willing, able and prepared to begin the Work on the Commencement Date and that the Contract Time is sufficient time to permit completion of the Work in full compliance with, and as required by or pursuant to, this Contract for the Contract Price, all with due regard to all natural and man-made conditions that may affect the Work or the Work Site and all difficulties, hindrances, and delays that may be incident to the Work. Specifically, and without limitation of the foregoing, Contractor acknowledges and agrees that Contractor shall be responsible for completion of all Work within the Contract Time, notwithstanding any strike or other work stoppage by employees of either Contractor or of Owner.

### **1.9 Safety at the Work Site**

Contractor shall be solely and completely responsible for providing and maintaining safe conditions at the Work Site, including the safety of all persons and property during performance of the Work. This requirement shall apply continuously and shall not be limited to normal working hours. Contractor shall take all safety precautions as shall be necessary to comply with all applicable laws and to prevent injury to persons and damage to property.

Contractor shall conduct all of its operations without interruption or interference with vehicular and pedestrian traffic on public and private rights-of-way, unless it has obtained permits therefore from the proper authorities. If any public or private right-of-way shall be rendered unsafe by Contractor's operations, Contractor shall make such repairs or provide such temporary ways or guards as shall be acceptable to the proper authorities.

Delays and inconveniences to the CONTRACTOR caused by complying with these requirements shall be considered included in the cost of the contract and no additional compensation will be allowed. The CONTRACTOR is to plan his work so at the end of each workday, all barricades will be removed from the roadway during non-working hours, except where required for public safety.

It will be the CONTRACTOR'S responsibility to notify any residents or businesses, at least 24 hours in advance, who will have no or limited driveway access due to work performed by the CONTRACTOR.

### **1.10 Cleanliness of the Work Site and Environs**

Contractor shall keep the Work Site and adjacent areas clean at all times during performance of the Work and shall, upon completion of the Work, leave the Work Site and adjacent areas in a clean and orderly condition.

### **1.11 Damage to the Work, the Work Site, and Other Property**

The Work and everything pertaining thereto shall be provided, performed, completed, and maintained at the sole risk and cost of Contractor from the Commencement Date until Final Payment. Contractor shall be fully responsible for the protection of all public and private property and all persons. Without limiting the foregoing,

Contractor shall, at its own cost and expense, provide all permanent and temporary shoring, anchoring and bracing required by the nature of the Work in order to make all parts absolutely stable and rigid, even when such shoring, anchoring and bracing is not explicitly specified, and support and protect all buildings, bridges, roadways, conduits, wires, water pipes, gas pipes, sewers, pavements, curbs, sidewalks, fixtures and landscaping of all kinds and all other public or private property that may be encountered or endangered in providing, performing and completing the Work. Contractor shall have no claim against Owner because of any damage or loss to the Work or to Contractor's equipment, materials, or supplies from any cause whatsoever, including damage or loss due to simultaneous work by others. Contractor shall, promptly and without charge to Owner, repair or replace, to the satisfaction of Owner, any damage done to, and any loss suffered by, the Work and any damage done to, and any loss suffered by, the Work Site or other property as a result of the Work. Notwithstanding any other provision of this Contract, Contractor's obligations under this Section shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of Owner or Contractor, to indemnify, hold harmless, or reimburse Contractor for the cost of any repair or replacement work required by this Section.

#### **1.12 Subcontractors and Suppliers**

A. Approval and Use of Subcontractors and Suppliers. Contractor shall perform the Work with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by Owner in writing. All subcontractors, suppliers, and subcontracts used by Contractor shall be acceptable to, and approved in advance by, Owner. Owner's approval of any subcontractor, supplier, and subcontract shall not relieve Contractor of full responsibility and liability for the provision, performance, and completion of the Work in full compliance with, and as required by or pursuant to, this Contract. All Work performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of Contractor. Every reference in this Contract to "Contractor" shall be deemed also to refer to all subcontractors and suppliers of Contractor. Every subcontract shall include a provision binding the subcontractor or supplier to all provisions of this Contract.

B. Removal of Subcontractors and Suppliers. If any subcontractor or supplier fails to perform the part of the Work undertaken by it in a manner satisfactory to Owner, Contractor shall immediately upon notice from Owner terminate such subcontractor or supplier. Contractor shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time as a result of any such termination.

#### **1.13 Simultaneous Work by Others**

Owner shall have the right to perform or have performed such other work, as Owner may desire in, about, or near the Work Site during the performance of the Work by Contractor. Contractor shall make every reasonable effort to perform the Work in such manner as to enable both the Work and such other work to be completed without hindrance or interference from each other. Contractor shall afford Owner and other contractors' reasonable opportunity for the execution of such other work and shall properly coordinate the Work with such other work.

#### **1.14 Occupancy Prior to Final Payment**

Owner shall have the right, at its election, to occupy, use, or place in service any part of the Work prior to Final Payment. Such occupancy, use, or placement in service shall be conducted in such manner as not to damage any of the Work or to unreasonably interfere with the progress of the Work. No such occupancy, use, or placement in service shall be construed as an acceptance of any of the Work or a release or satisfaction of

Contractor's duty to insure and protect the Work, not shall it, unless conducted in an unreasonable manner, be considered as an interference with Contractor's provision, performance, or completion of the Work.

### **1.15 Owner's Right to Terminate or Suspend Work for Convenience**

A. Termination or Suspension for Convenience. Owner shall have the right, for its convenience, to terminate or suspend the Work in whole or in part at any time by written notice to Contractor. Every such notice shall state the extent and effective date of such termination or suspension. On such effective date, Contractor shall, as and to the extent directed, stop Work under this Contract, cease all placement of further orders or subcontracts, terminate or suspend Work under existing orders and subcontracts, cancel any outstanding orders or subcontracts that may be cancelled, and take any action necessary to protect any property in its possession in which Owner has or may acquire any interest and to dispose of such property in such manner as may be directed by Owner.

B. Payment for Completed Work. In the event of any termination pursuant to Subsection 1.15A above, Owner shall pay Contractor (1) such direct costs, excluding overhead, as Contractor shall have paid or incurred for all Work done in compliance with, and as required by or pursuant to, this Contract up to the effective date of termination together with ten percent of such costs for overhead and profit; and (2) such other costs pertaining to the Work, exclusive of overhead and profit, as Contractor may have reasonably and necessarily incurred as the result of such termination. Any such payment shall be offset by any prior payment or payments and shall be subject to Owner's rights to withhold and deduct as provided in this Contract.

## **ARTICLE II** **CHANGES AND DELAYS**

### **2.1 Changes**

A. Owner shall have the right, by written order executed by Owner, to make changes in the Contract, the Work, the Work Site, and the Contract Time ("**Change Order**"). If any Change Order causes an increase or decrease in the amount of the Work, an equitable adjustment in the Contract Price or Contract Time may be made. All claims by Contractor for an equitable adjustment in either the Contract Price or the Contract Time shall be made within two business days following receipt of such Change Order, and shall, if not made prior to such time, be conclusively deemed to have been waived. No decrease in the amount of the Work caused by any Change Order shall entitle Contractor to make any claim for damages, anticipated profits, or other compensation.

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

### **2.2 Delays**

A. Extensions for Unavoidable Delays. For any delay that may result from causes that could not be avoided or controlled by Contractor, Contractor shall, upon timely written application, be entitled to issuance of a Change Order providing for an extension of the Contract Time for a period of time equal to the delay resulting from such unavoidable cause. No extension of the Contract Time shall be allowed for any other delay in completion of the Work.

B. No Compensation for Delays. No payment, compensation, damages, or adjustment of any kind, other than the extension of the Contract Time provided in Subsection 2.2A above, shall be made to, or claimed by, Contractor because of hindrances or delays from any cause in the commencement, prosecution, or completion of the Work, whether caused by Owner or any other party and whether avoidable or unavoidable.

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

### **ARTICLE III**

#### **CONTRACTOR'S RESPONSIBILITY FOR DEFECTIVE WORK**

#### **3.1 Inspection; Testing; Correction of Defects**

A. Inspection. Until Final Payment, all parts of the Work shall be subject to inspection and testing by Owner or its designated representatives. Contractor shall furnish, at its own expense, all reasonable access, assistance, and facilities required by Owner for such inspection and testing.

B. Re-Inspection. Re-inspection and re-testing of any Work may be ordered by Owner at any time, and, if so ordered, any covered or closed Work shall be uncovered or opened by Contractor. If the Work is found to be in full compliance with this Contract, then Owner shall pay the cost of uncovering, opening, re-inspecting, or re-testing, as the case may be. If such Work is not in full compliance with this Contract, then Contractor shall pay such cost.

C. Correction. Until Final Payment, Contractor shall, promptly and without charge, repair, correct, or replace all or any part of the Work that is defective, damaged, flawed, or unsuitable or that in any way fails to conform strictly to the requirements of this Contract.

#### **3.2 Warranty of Work**

A. Scope of Warranty. Contractor warrants that the Work and all of its components shall be free from defects and flaws in design, workmanship, and materials; shall strictly conform to the requirements of this Contract; and shall be fit, sufficient and suitable for the purposes expressed in, or reasonably inferred from, this Contract. The warranty herein expressed shall be in addition to any other warranties expressed in this Contract, or expressed or implied by law, which are hereby reserved unto Owner.

B. Repairs; Extension of Warranty. Contractor shall, promptly and without charge, correct any failure to fulfill the above warranty that may be discovered or develop at any time within one year after Final Payment or such longer period as may be prescribed in Attachment B or Attachment D to this Contract or by law. The above warranty shall be extended automatically to cover all repaired and replacement parts and labor provided or performed under such warranty and Contractor's obligation to correct Work shall be extended for a period of one year from the date of such repair or replacement. The time period established in this Subsection 3.2B relates only to the specific obligation of Contractor to correct Work and shall not be construed to establish a period of limitation with respect to other obligations that Contractor has under this Contract.

C. Subcontractor and Supplier Warranties. Whenever Attachment B or Attachment D requires a subcontractor or supplier to provide a guaranty or warranty, Contractor shall be solely responsible for obtaining said guaranty or warranty in form satisfactory to Owner and assigning said warranty or guaranty to Owner. Acceptance of any assigned warranties or guaranties by Owner shall be a precondition to Final Payment and shall not relieve Contractor of any of its guaranty or warranty obligations under this Contract.

### **3.3 Owner's Right to Correct**

If, within two business days after Owner gives Contractor notice of any defect, damage, flaw, unsuitability, nonconformity, or failure to meet warranty subject to correction by Contractor pursuant to Section 3.1 or Section 3.2 of this Contract, Contractor neglects to make, or undertake with due diligence to make, the necessary corrections, then Owner shall be entitled to make, either with its own forces or with contract forces, the corrections and to recover from Contractor all resulting costs, expenses, losses, or damages, including attorneys' fees and administrative expenses.

## **ARTICLE IV FINANCIAL ASSURANCES**

### **4.1 Bonds**

Prior to commencement of the Project Work, Contractor shall furnish the Village with (i) a Performance Bond and a Labor and Material Payment, each in the amount of 100% of the Contract Sum using the forms included in this Bid Package or AIA-312 Forms (2010) or in form otherwise acceptable to the Village, co-signed by a surety licensed by the Illinois Department of Insurance authorizing it to execute surety bonds, which surety shall have financial strength rating (FSR) of not less than "A-" by A.M. Best Company, Inc., Moody's Investor Service, Standard & Poors Corporation, or similar rating agency, and naming the Village of Bartlett as co-obligee (the "Performance and Payment Bonds") to guaranty the performance of the Contractor's obligations under the Contract Documents, completion of the Contract, and the payment of all materials used and labor performed for the Project Work, including but not limited to the payment of Prevailing Wages. The cost of the Performance and Payment Bonds shall be included in the Contract Sum.

### **4.2 Insurance**

Contemporaneous with Contractor's execution of this Contract, Contractor shall provide certificates and policies of insurance evidencing the minimum insurance coverage and limits set forth in Attachment A. For good cause shown, Owner may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as Owner may impose in the exercise of its sole discretion. Such policies shall be in a form, and from companies, acceptable to Owner. Such insurance shall provide that no change, modification in, or cancellation of any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to Owner.



Contractor shall, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, maintain and keep in force, at Contractor's expense, the minimum insurance coverage and limits set forth in Attachment A.

### **4.3 Indemnification**

Contractor shall indemnify, save harmless, and defend Owner and all of its officials, officers, employees and volunteers, against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with Contractor's performance of, or failure to perform, the Work or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of Contractor, or any of its subcontractors or anyone employed by any of them, or anyone for whose acts any of them may be liable, except to the extent caused by the sole negligence or willful misconduct of Owner.

## **ARTICLE V PAYMENT**

### **5.1 Contract Price**

Owner shall pay to Contractor, in accordance with and subject to the terms and conditions set forth in this Article V and Attachment A, and Contractor shall accept in full satisfaction for providing, performing, and completing the Work, the amount or amounts set forth in Attachment A ("**Contract Price**"), subject to any additions, deductions, or withholdings provided for in this Contract.

### **5.2 Taxes and Benefits**

Owner is exempt from and shall not be responsible to pay, or reimburse Contractor for, any state or local sales, use, or excise taxes. The Contract Price includes all other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, or premium is hereby waived and released by Contractor.

### **5.3 Progress Payments**

A. **Payment in Installments.** The Contract Price shall be paid in monthly installments in the manner set forth in Attachment A ("**Progress Payments**").

B. **Pay Requests.** Contractor shall, as a condition precedent to its right to receive each Progress Payment, submit to Owner a pay request in the form provided by Owner ("**Pay Request**"). The first Pay Request shall be submitted not sooner than 60 days following commencement of work. Owner may, by written notice to Contractor, designate a specific day of each month on or before which Pay Requests must be submitted. Each Pay Request shall include (a) Contractor's certification of the value of, and current partial or final waivers of lien covering all Work for which payment is then requested and (b) Contractor's certification that all prior Progress Payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid, and (c) the other Progress Payment Documents defined in Section 7.A. in Attachment A to this Contract.

C. Work Entire. This Contract and the Work are entire and the Work as a whole is of the essence of this Contract. Notwithstanding any other provision of this Contract, each and every part of this Contract and of the Work are interdependent and common to one another and to Owner's obligation to pay all or any part of the Contract Price or any other consideration for the Work. Any and all Progress Payments made pursuant to this Article are provided merely for the convenience of Contractor and for no other purpose.

#### 5.4 Final Acceptance and Final Payment

A. Notice of Completion. When the Work has been completed and is ready in all respects for acceptance by Owner, Contractor shall notify Owner and request a final inspection ("*Notice of Completion*"). Contractor's Notice of Completion shall be given sufficiently in advance of the Completion Date to allow for scheduling of the final inspection and for completion or correction before the Completion Date of any items identified by such inspection as being defective, damaged, flawed, unsuitable, nonconforming, incomplete, or otherwise not in full compliance with, or as required by or pursuant to, this Contract ("*Punch List Work*").

B. Punch List and Final Acceptance. The Work shall be finally accepted when, and only when, the whole and all parts thereof shall have been completed to the satisfaction of Owner in full compliance with, and as required by or pursuant to, this Contract. Upon receipt of Contractor's Notice of Completion, Owner shall make a review of the Work and notify Contractor in writing of all Punch List Work, if any, to be completed or corrected. Following Contractor's completion or correction of all Punch List Work, Owner shall make another review of the Work and prepare and deliver to Contractor either a written notice of additional Punch List Work to be completed or corrected or a written notice of final acceptance of the Work ("*Final Acceptance*").

C. Final Payment. As soon as practicable after Final Acceptance, Contractor shall submit to Owner the Final Payment Request Documentation defined in Section 7.D. in Attachment A to the Contract, and a properly completed final Pay Request in the form provided by Owner ("*Final Pay Request*"). Owner shall pay to Contractor the balance of the Contract Price, after deducting therefrom all charges against Contractor as provided for in this Contract ("*Final Payment*"). Final Payment shall be made not later than 60 days after Owner determines that all conditions for final payment set forth in the Contract, including, without limitation, the conditions set forth in Section 7 of Attachment A to the Contract, have been satisfied and the Owner approves the Final Pay Request. The acceptance by Contractor of Final Payment shall operate as a full and complete release of Owner of and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by, or to Contractor for anything done, furnished for, arising out of, relating to, or in connection with the Work or for or on account of any act or neglect of Owner arising out of, relating to, or in connection with the Work.

#### 5.5 Liens

A. Title. Nothing in this Contract shall be construed as vesting in Contractor any right of property in any equipment, materials, supplies, and other items provided under this Contract after they have been installed in, incorporated into, attached to, or affixed to, the Work or the Work Site. All such equipment, materials, supplies, and other items shall, upon being so installed, incorporated, attached or affixed, become the property of Owner, but such title shall not release Contractor from its duty to insure and protect the Work in accordance with the requirements of this Contract.

B. Waivers of Lien. Contractor shall, from time to time at Owner's request and in any event prior to Final Payment, furnish to Owner such receipts, releases, affidavits, certificates, and other evidence as may be necessary to establish, to the reasonable satisfaction of Owner, that no lien against the Work or the public funds held by Owner exists in favor of any person whatsoever for or by reason of any equipment, material, supplies,

or other item furnished, labor performed, or other thing done in connection with the Work or this Contract ("Lien") and that no right to file any Lien exists in favor of any person whatsoever.

C. Removal of Liens. If at any time any notice of any Lien is filed, then Contractor shall, promptly and without charge, discharge, remove, or otherwise dispose of such Lien. Until such discharge, removal, or disposition, Owner shall have the right to retain from any money payable hereunder an amount that Owner, in its sole judgment, deems necessary to satisfy such Lien and to pay the costs and expenses, including attorneys' fees and administrative expenses, of any actions brought in connection therewith or by reason thereof.

D. Protection of Owner Only. This Section shall not operate to relieve Contractor's surety or sureties from any of their obligations under the Bonds, nor shall it be deemed to vest any right, interest, or entitlement in any subcontractor or supplier. Owner's retention of funds pursuant to this Section shall be deemed solely for the protection of its own interests pending removal of such Liens by Contractor, and Owner shall have no obligation to apply such funds to such removal but may, nevertheless, do so where Owner's interests would thereby be served.

## 5.6 Deductions

A. Owner's Right to Withhold. Notwithstanding any other provision of this Contract and without prejudice to any of Owner's other rights or remedies, Owner shall have the right at any time or times, whether before or after approval of any Pay Request, to deduct and withhold from any Progress or Final Payment that may be or become due under this Contract such amount as may reasonably appear necessary to compensate Owner for any actual or prospective loss due to: (1) Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which Contractor is liable under this Contract; (3) state or local sales, use, or excise taxes from which Owner is exempt; (4) Liens or claims of Lien regardless of merit; (5) claims of subcontractors, suppliers, or other persons regardless of merit; (6) delay in the progress or completion of the Work; (7) inability of Contractor to complete the Work; (8) failure of Contractor to properly complete or document any Pay Request; (9) any other failure of Contractor to perform any of its obligations under this Contract; or (10) the cost to Owner, including attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of Owner's remedies set forth in Section 6.3 of this Contract.

B. Use of Withheld Funds. Owner shall be entitled to retain any and all amounts withheld pursuant to Subsection 5.6A above until Contractor shall have either performed the obligations in question or furnished security for such performance satisfactory to Owner. Owner shall be entitled to apply any money withheld or any other money due Contractor under this Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees and administrative expenses incurred, suffered, or sustained by Owner and chargeable to Contractor under this Contract.

## ARTICLE VI DISPUTES AND REMEDIES

### 6.1 Dispute Resolution Procedure

A. Notice of Disputes and Objections. If Contractor disputes or objects to any requirement, direction, instruction, interpretation, determination, or decision of Owner, Contractor may notify Owner in writing of its dispute or objection and of the amount of any equitable adjustment to the Contract Price or Contract Time to which Contractor claims it will be entitled as a result thereof; provided, however, that Contractor shall, nevertheless, proceed without delay to perform the Work as required, directed, instructed,

interpreted, determined, or decided by Owner, without regard to such dispute or objection. Unless Contractor so notifies Owner within two business days after receipt of such requirement, direction, instruction, interpretation, determination, or decision, Contractor shall be conclusively deemed to have waived all such disputes or objections and all claims based thereon.

B. Negotiation of Disputes and Objections. To avoid and settle without litigation any such dispute or objection, Owner and Contractor agree to engage in good faith negotiations. Within three business days after Owner's receipt of Contractor's written notice of dispute or objection, a conference between Owner and Contractor shall be held to resolve the dispute. Within three business days after the end of the conference, Owner shall render its final decision, in writing, to Contractor. If Contractor objects to the final decision of Owner, then it shall, within three business days, give Owner notice thereof and, in such notice, shall state its final demand for settlement of the dispute. Unless Contractor so notifies Owner, Contractor shall be conclusively deemed (1) to have agreed to and accepted Owner's final decision and (2) to have waived all claims based on such final decision.

## **6.2 Contractor's Remedies**

If Owner fails or refuses to satisfy a final demand made by Contractor pursuant to Section 6.1 of this Contract, or to otherwise resolve the dispute which is the subject of such demand to the satisfaction of Contractor, within ten days following receipt of such demand, then Contractor shall be entitled to pursue such remedies, not inconsistent with the provisions of this Contract, as it may have in law or equity.

## **6.3 Owner's Remedies**

If it should appear at any time prior to Final Payment that Contractor has failed or refused to prosecute, or has delayed in the prosecution of, the Work with diligence at a rate that assures completion of the Work in full compliance with the requirements of this Contract on or before the Completion Date, or has attempted to assign this Contract or Contractor's rights under this Contract, either in whole or in part, or has falsely made any representation or warranty in this Contract, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Contract or has failed to pay its debts as they come due ("*Event of Default*"), and has failed to cure any such Event of Default within five business days after Contractor's receipt of written notice of such Event of Default, then Owner shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Owner may require Contractor, within such reasonable time as may be fixed by Owner, to complete or correct all or any part of the Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; to remove from the Work Site any such Work; to accelerate all or any part of the Work; and to take any or all other action necessary to bring Contractor and the Work into strict compliance with this Contract.
2. Owner may perform or have performed all Work necessary for the accomplishment of the results stated in Paragraph 1 above and withhold or recover from Contractor all the cost and expense, including attorneys' fees and administrative costs, incurred by Owner in connection therewith.
3. Owner may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Work or part thereof and make an equitable reduction in the Contract Price.

4. Owner may terminate this Contract without liability for further payment of amounts due or to become due under this Contract.
5. Owner may, without terminating this Contract, terminate Contractor's rights under this Contract and, for the purpose of completing or correcting the Work, evict Contractor and take possession of all equipment, materials, supplies, tools, appliances, plans, specifications, schedules, manuals, drawings, and other papers relating to the Work, whether at the Work Site or elsewhere, and either complete or correct the Work with its own forces or contracted forces, all at Contractor's expense.
6. Upon any termination of this Contract or of Contractor's rights under this Contract, and at Owner's option exercised in writing, any or all subcontracts and supplier contracts of Contractor shall be deemed to be assigned to Owner without any further action being required, but Owner shall not thereby assume any obligation for payments due under such subcontracts and supplier contracts for any Work provided or performed prior to such assignment.
7. Owner may withhold from any Progress Payment or Final Payment, whether or not previously approved, or may recover from Contractor, any and all costs, including attorneys' fees and administrative expenses, incurred by Owner as the result of any Event of Default or as a result of actions taken by Owner in response to any Event of Default.
8. Owner may recover any damages suffered by Owner.

#### **6.4 Owner's Special Remedy for Delay**

If the Work is not completed by Contractor, in full compliance with, and as required by or pursuant to, this Contract, within the Contract Time as such time may be extended by Change Order, then Owner may invoke its remedies under Section 6.3 of this Contract or may, in the exercise of its sole and absolute discretion, permit Contractor to complete the Work but charge to Contractor, and deduct from any Progress or Final Payments, whether or not previously approved, administrative expenses and costs for each day completion of the Work is delayed beyond the Completion Date, computed on the basis of the "Per Diem Administrative Charge" set forth in Attachment A, as well as any additional damages caused by such delay.

#### **6.5 Terminations and Suspensions Deemed for Convenience**

Any termination or suspension of Contractor's rights under this Contract for an alleged default that is ultimately held unjustified shall automatically be deemed to be a termination or suspension for the convenience of Owner under Section 1.15 of this Contract.

### **ARTICLE VII LEGAL RELATIONSHIPS AND REQUIREMENTS**

#### **7.1 Binding Effect**

This Contract shall be binding upon Owner and Contractor and upon their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns. Every reference in this Contract to a party shall also be deemed to be a reference to the authorized officers, employees, agents, and representatives of such party.

## **7.2 Relationship of the Parties**

Contractor shall act as an independent contractor in providing and performing the Work. Nothing in, nor done pursuant to, this Contract shall be construed (1) to create the relationship of principal and agent, partners, or joint ventures between Owner and Contractor or (2) except as provided in Paragraph 6.3(6) above, to create any relationship between Owner and any subcontractor or supplier of Contractor.

## **7.3 No Collusion**

Contractor hereby represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to Owner prior to the execution of this Contract, and that this Contract is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Contractor has, in procuring this Contract, colluded with any other person, firm, or corporation, then Contractor shall be liable to Owner for all loss or damage that Owner may suffer thereby, and this Contract shall, at Owner's option, be null and void.

## **7.4 Assignment**

Contractor shall not (1) assign this Contract in whole or in part, (2) assign any of Contractor's rights or obligations under this Contract, or (3) assign any payment due or to become due under this Contract without the prior express written approval of Owner, which approval may be withheld in the sole and unfettered discretion of Owner; provided, however, that Owner's prior written approval shall not be required for assignments of accounts, as defined in the Illinois Commercial Code, if to do so would violate Section 9-318 of the Illinois Commercial Code, 810 ILCS 5/9-318. Owner may assign this Contract, in whole or in part, or any or all of its rights or obligations under this Contract, without the consent of Contractor.

## **7.5 Confidential Information**

All information supplied by Owner to Contractor for or in connection with this Contract or the Work shall be held confidential by Contractor and shall not, without the prior express written consent of Owner, be used for any purpose other than performance of the Work.

## **7.6 No Waiver**

No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, nor any order by Owner for the payment of money, nor any payment for, or use, occupancy, possession, or acceptance of, the whole or any part of the Work by Owner, nor any extension of time granted by Owner, nor any delay by Owner in exercising any right under this Contract, nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, flawed, unsuitable, nonconforming or incomplete Work, equipment, materials, or supplies, nor operate to waive or otherwise diminish the effect of any warranty or representation made by Contractor; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner.

## **7.7 No Third Party Beneficiaries**

No claim as a third party beneficiary under this Contract by any person, firm, or corporation other than Contractor shall be made, or be valid, against the Owner or the Contractor.

## **7.8 Notices**

All notices required or permitted to be given under this Contract shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier or (iii) by certified mail, return receipt requested, and deposited in the U.S. mail, postage prepaid. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (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 evidenced by a return receipt. By notice complying with the requirements of this Section, each party shall have the right to change the address or addressee, or both, for all future notices and communications to the other party but no notice of a change of address or addressee shall be effective until actually received. Notices and communications to the Owner shall be addressed to, and delivered at, the following address:

Village of Bartlett Public Works  
1150 Bittersweet Drive  
Bartlett, IL 60103  
Attention: Dan Dinges

Notices and communications to the Contractor shall be addressed to, and delivered at, the following address:

RMS Utility Services  
4410 S. Hi-Point Rd  
McHenry, IL 60050  
(888) 655-4085  
Attention: Michelle Harrod

## **7.9 Governing Laws**

This Contract shall be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

## **7.10 Changes in Laws**

Unless otherwise provided in this Contract, any reference to existing law shall be deemed to include any modifications of, or amendments, to existing law that may occur in the future.

## **7.11 Compliance with Laws**

A. Compliance with Laws. Contractor shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Work is 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 Work, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.* (in furtherance of which, a copy of Owner's ordinance ascertaining the prevailing rate of wages, in effect as of the date of this Contract, has been attached as an Appendix to this Contract; if the Illinois Department of Labor

revises the prevailing rate of hourly wages to be paid, the revised rate shall apply to this Contract); any other prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and the Public Works Discrimination Act, 775 ILCS 10/1 et seq.; and any statutes regarding safety or the performance of the Work, including the Illinois Underground Utility Facilities Damage Prevention Act, and the Occupational Safety and Health Act. Contractor shall also comply with all conditions of any federal, state, or local grant received by Owner or Contractor with respect to this Contract or the Work. Further, Contractor shall have a written sexual harassment policy in compliance with Section 2-105 of the Illinois Human Rights Act.

B. Certified Payrolls. Contractor shall, in accordance with Section 5 of the Illinois Prevailing Wage Act, 820 ILCS 130/5, submit to Owner, on a monthly basis, a certified payroll. The certified payroll shall consist of a complete copy of those records required to be made and kept by the Prevailing Wage Act. The certified payroll shall be accompanied by a statement signed by Contractor or subcontractor which certifies that: (1) such records are true and accurate; (2) the hourly rate paid is not less than the general prevailing rate of hourly wages required by the Prevailing Wage Act; and (3) Contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor. A general contractor may rely upon the certification of a lower tier subcontractor, provided that the general contractor does not knowingly rely upon a subcontractor's false certification. Upon two business days' notice, Contractor and each subcontractor shall make available for inspection the records required to be made and kept by the Act: (i) to Owner, its officers and agents, and to the Director of the Illinois Department of Labor and his or hers deputies and agents; and (ii) at all reasonable hours at a location within this State.

C. Liability for Noncompliance. Contractor 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 Contractor's, or its subcontractors' or suppliers', performance of, or failure to perform, the Work or any part thereof.

D. Required Provisions. Every provision of law required by law to be inserted into this Contract shall be deemed to be inserted herein.

## **7.12 Compliance with Patents**

A. Assumption of Costs, Royalties, and Fees. Contractor shall pay or cause to be paid all costs, royalties, and fees arising from the use on, or the incorporation into, the Work, of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions.

B. Effect of Contractor Being Enjoined. Should Contractor be enjoined from furnishing or using any equipment, materials, supplies, tools, appliances, devices, processes, or inventions supplied or required to be supplied or used under this Contract, Contractor shall promptly offer substitute equipment, materials, supplies, tools, appliances, devices, processes, or inventions in lieu thereof, of equal efficiency, quality, suitability, and market value, for review by Owner. If Owner should disapprove the offered substitutes and should elect, in lieu of a substitution, to have supplied, and to retain and use, any such equipment, materials, supplies, tools, appliances, devices, processes, or inventions as may by this Contract be required to be supplied, Contractor shall pay such royalties and secure such valid licenses as may be requisite and necessary for Owner to use such equipment, materials, supplies, tools, appliances, devices, processes, or inventions without being



disturbed or in any way interfered with by any proceeding in law or equity on account thereof. Should Contractor neglect or refuse to make any approved substitution promptly, or to pay such royalties and secure such licenses as may be necessary, then Owner shall have the right to make such substitution, or Owner may pay such royalties and secure such licenses and charge the cost thereof against any money due Contractor from Owner or recover the amount thereof from Contractor and its surety or sureties notwithstanding that Final Payment may have been made.

**7.13 Time of the Essence**

Time is of the essence in the performance of all terms and provisions of this Contract Calendar Days and Time.

**7.14 Calendar Days and Time**

Unless otherwise provided in this Contract, any reference in this Contract to "day" or "days" shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Contract falls on a Saturday, Sunday, or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal holiday.

**7.15 Severability**

It is hereby expressed to be the intent of the parties to this Contract that should any provision, covenant, agreement, or portion of this Contract or its application to any Person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Contract and the validity, enforceability, and application to any Person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Contract to the greatest extent permitted by applicable law.

**7.16 Entire Agreement**

This Contract constitutes the entire agreement between the parties to this Contract concerning the work and supersedes all prior agreements and negotiations between the parties, whether written or oral relating to the subject matter of this Contract.

**7.17 Amendments and Modifications**

No amendment or modification to this Contract shall be effective until it is reduced to writing and approved and executed by the corporate authorities of the parties in accordance with all applicable statutory procedures.

**7.18 Conflicts of Interest**

Contractor represents and certifies that, to the best of its knowledge, (1) no elected or appointed official, employee or agent of Owner has a personal financial interest in the business of the Contractor or in this Contract, or has personally received payment or other consideration for this Contract; (2) as of the date of this Contract, neither Contractor nor any person employed or associated with Contractor has any interest that would conflict in any manner or degree with the performance of the obligations under this Contract; and (3) neither Contractor nor any person employed by or associated with Contractor shall at any time during the term of this

Contract obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Contract.

IN WITNESS WHEREOF, Owner and Contractor have caused this Contract to be executed in five original counterparts as of the day and year first written above.

**ATTEST:**

**VILLAGE OF BARTLETT**

By: \_\_\_\_\_  
**Lorna Giles, Village Clerk**

\_\_\_\_\_  
**Kevin Wallace, Village President**

**ATTEST:**

**RMS Utility Services**

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

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

**NAME OF CONTRACTOR'S  
EXECUTING OFFICER**

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

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

**TITLE OF CONTRACTOR'S  
EXECUTING OFFICER**

STATE OF ILLINOIS        )  
                                  )  
COUNTY OF \_\_\_\_\_ )        SS

CONTRACTOR'S CERTIFICATION

\_\_\_\_\_ [EXECUTING OFFICER], being first duly sworn on oath, deposes and states that all statements herein made are made on behalf of Contractor, that this deponent is authorized to make them, and that the statements contained herein are true and correct.

Contractor deposes, states, and certifies that Contractor is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or the amount of tax, as set forth in 65 ILCS 5/11-42.1-1; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

ATTEST

**RMS Utility Services**

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

By: \_\_\_\_\_  
**Michelle Harrod**

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

Title: \_\_\_\_\_  
**President**

Subscribed and Sworn to

My Commission Expires: \_\_\_\_\_

before me this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public

[SEAL]

## ATTACHMENT A

### SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS

1. **Project:**

The Project can generally be described as the rehabilitation of approximately 46 sanitary manhole structures including patching, grouting, geopolymer wall coating, and related work as further described in the contract documents. The scope of the Project shall include all equipment, materials, labor, training, warranties and construction and/or installation services necessary to implement the contemplated construction.

2. **Work Site:**

The M-5 Sanitary Sewer Basin in the Village of Bartlett.

3. **Permits, Licenses, Approvals, and Authorizations:**

Contractor shall obtain all required governmental permits, licenses, approvals, and authorizations. Those specific to this contract include:

1. Bartlett Business License

4. **Completion Date:**

April 12, 2019, plus extensions, if any, authorized by a Change Order issued pursuant to Subsection 2.2A of the Contract

5. **Insurance Coverage:**

Contractor shall procure and maintain for the duration of the contract, and for three (3) years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

**A. Minimum Scope and Limits of Insurance**

1. Coverage shall be at least as broad as:

- a. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence with a general aggregate limit no less than **\$5,000,000**.

- b. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
  - c. **Workers' Compensation** insurance as required by the State of Illinois with Statutory Limits, and Employer's Liability Insurance with a limit of no less than **\$1,000,000** per accident for bodily injury or disease.
2. If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Owner (sometimes alternatively referred to herein as the "Village") requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Owner.

#### **B. Self-Insured Retentions**

Self-Insured retentions must be declared to and approved by the Owner. At the option of the Owner, either: the Contractor shall cause the insurer to reduce or eliminate such self-insured retentions as respects the Owner, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the Village guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the Owner.

#### **C. Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **The Village of Bartlett and its officers, officials, employees and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if a later edition used).
2. For any claims related to this project, the **Contractor's insurance coverage shall be primary** insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Village, and its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Owner, or its officers, officials, employees, or volunteers, shall be excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall provide that coverage shall not be cancelled, except with notice to the Owner.
4. With respect to the Contractor's ongoing insurance obligation after the duration of the Contract, Contractor may alternatively maintain Commercial General Liability ("CGL") and if necessary, commercial umbrella liability insurance with a limit of not less than \$2,000,000 each occurrence CG

04 1393, or substitute form providing equivalent coverage, and shall at a minimum cover liability arising from products completed operations and liability assumed under an insured contract.

**D. Claims Made Policies**

All coverages shall be provided upon an occurrence basis unless claims made coverages are expressly approved in writing by the Village Administrator, in her sole discretion, prior to the start of construction. If any coverage required is proposed to be written on claims-made coverage form:

1. The retroactive date must be shown, and must be before the execution date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the Village Administrator for review

**E. Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A- VII, unless otherwise acceptable to the Owner.

**F. Waiver of Subrogation**

*Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire* from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of the Owner for all work performed by the Contractor, its employees, agents and subcontractors. Owner shall be named as alternative employer on the Contractor's Worker's Compensation coverage.

**G. Verification of Coverage**

Contractor shall furnish the Owner with original certificates and amendatory endorsements or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the Owner before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Owner reserves the right to require complete, certified copies of any required insurance policies, including endorsements required by these specifications, at any time.

**H. Subcontractors**

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein. Contractor shall ensure that the Owner is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at

least as broad as CG 20 38 04 13. Upon the Owner's request, the Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

6. **Contract Price:**

A. See Attachment A-1.

7. **Progress Payments:**

A. **General.** Contractor shall provide monthly invoices to the Owner throughout the Project. It shall be a condition precedent to the Owner's obligation to make a monthly progress payment that the Contractor shall have submitted to the Owner, not less than seven (7) days prior to the first of the month in which the Contractor is applying for a payment, the following documentation, which shall hereinafter collectively be referred to as the "Progress Payment Documents".

1. An itemized Application for Payment for operations and Continuation Sheets using AIA G702 and G703 (or EJCDC equivalent) supported by such data to substantiate the Contractor's right to payment as the Owner may require, such as copies of requisitions from material suppliers, and reflecting a 10% retainage until after final acceptance has been made by the Owner. Payments shall be further reduced by such additional amounts as the Owner determines for non-conforming work and unsettled claims.
  2. A General Contractor's Sworn Statement in form customarily used by Chicago Title and Trust Company.
  3. Current Partial Waivers of Lien from the Contractor and from all subcontractors of every tier that furnished labor, materials and/or equipment in connection with the Project and from all material suppliers that supplied material in connection with the Project covering such period.
  4. All of the Progress Payment Documents shall be sworn to and notarized.
  5. Such additional documentation and/or information requested by the Owner relative to said payment and/or as otherwise required under the Contract Documents.
  6. Certified Payrolls as defined in Section 7.11 of the Contract.
  7. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.
- B. The Village Engineer will, within ten (10) days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to the Village, or return the Application to Contractor indicating in writing the Village Engineer's reasons for refusing to recommend payment and/or how the Contractor's Progress Payment Documents are deficient. In either case, Contractor may make the necessary corrections and resubmit the Application. Provided the Contractor's Progress Payment Documents are not deficient, ten (10) days after presentation of the Application for Payment to

Owner with the Village Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor. Owner may withhold payment of any Applications for Payment until any such deficiency in the Contractor's Progress Payment Documents that it has notified the Contractor of has been satisfied.

C. Value of Work. The Value of the Work shall be determined as follows (when applicable):

1. Lump Sum Items. For all Work to be paid on a lump sum basis, Contractor shall, not later than 10 days after execution of the Contract and before submitting its first Pay Request, submit to Owner a schedule showing the value of each component part of such Work in form and with substantiating data acceptable to Owner ("**Breakdown Schedule**"). The sum of the items listed in the Breakdown Schedule shall equal the amount or amounts set forth in the Schedule of Prices for Lump Sum Work. An unbalanced Breakdown Schedule providing for overpayment of Contractor on component parts of the Work to be performed first will not be accepted. The Breakdown Schedule shall be revised and resubmitted until acceptable to Owner. No payment shall be made for any lump sum item until Contractor has submitted, and Owner has approved, an acceptable Breakdown Schedule.

Owner may require that the approved Breakdown Schedule be revised based on developments occurring during the provision and performance of the Work. If Contractor fails to submit a revised Breakdown Schedule that is acceptable to Owner, Owner shall have the right either to suspend Progress and Final Payments for Lump Sum Work or to make such Payments based on Owner's determination of the value of the Work completed.

2. Unit Price Items. For all Work to be paid on a unit price basis, the value of such Work shall be determined by Owner on the basis of the actual number of acceptable units of Unit Price Items installed and complete in place, multiplied by the applicable Unit Price set forth in the Schedule of Prices. The actual number of acceptable units installed and complete in place shall be measured on the basis described in Attachment B to the Contract or, in the absence of such description, on the basis determined by Owner. The number of units of Unit Price Items stated in the Schedule of Prices are Owner's estimate only and shall not be used in establishing the Progress or Final Payments due Contractor. The Contract Price shall be adjusted to reflect the actual number of acceptable units of Unit Price Items installed and complete in place upon Final Acceptance.

D. Contractor's final Application for Payment documentation shall include the following:

1. Updated final statement, accounting for final changes to the Contract Sum.
2. AIA Document G706 (or EJCDC equivalent), "Contractor's Affidavit of Payment of Debts and Claims".
3. AIA Document G706A (or EJCDC equivalent), "Contractor's Affidavit of Release of Liens".



4. AIA Document G707 (or EJCDC equivalent), "Consent of Surety to Final Payment".
5. General Contractor's Sworn Statement in form customarily used by Chicago Title and Trust Company, and current final lien waivers from: 1) Contractor; 2) all subcontractors of every tier that furnished labor and/or materials in connection with the Project Work, and 3) all suppliers that furnished materials and/or equipment in connection with the Project.
6. Certified Payrolls as defined in Section 7.11 of the Contract.
7. Such other documents as required in the Contract Documents.

The documents referenced in section 5.4 of the Contract and the documents referenced in subparagraphs 1 through 7, inclusive, of this subsection D are collectively referred to as the "Final Payment Request Documentation".

- E. It shall be a condition precedent to final payment required by the Owner hereunder that the Village Engineer has determined that the Project Work being invoiced is free from any defects and has been completed in accordance with the terms and conditions of the Contract. The Owner shall deduct from the final payment hereunder amounts as determined from incomplete Work, including but not limited to, 100% of the value of the punchlist work, and any required restoration work, and for any unsettled claims, and further subject to the conditions herein.
- F. Payments shall be further contingent upon the consent of the surety issuing the Performance and Payment Bonds and/or other bond required hereunder to said payment. Any amounts required to be withheld from said payment by the surety shall be withheld without any liability to the Owner.
- G. Provided the Owner has complied with its payment requirements as provided herein, in the event the Contractor, the Owner and/or the Village Engineer is in receipt of any claim (s) for lien and/or other notice of any claim in connection with the Project, the amount claimed shall be held out from payment for a period of at least 120 days to determine whether said claimant files a lawsuit to foreclose or otherwise adjudicate its lien claims. In the event a lawsuit is in fact filed within the statutory period, the Owner, in its sole discretion, may elect to (a) file an interpleader action and/or intervene in the lawsuit and deposit the amount in question with the Clerk of the Court, or (b) continue to hold said disputed sum until the lawsuit has been fully adjudicated or settled, or (c) elect to pay said disputed sum to the Contractor after having first received such additional indemnification agreement(s) and surety bond(s) as are acceptable to the Owner. In the event the lien claimant fails to file a lawsuit within the applicable statutory period, the Contractor shall either furnish a release or final waiver from said lien claimant or furnish the Owner with an indemnification agreement and an additional mechanic's lien bond in form approved by the Owner issued by a surety company acceptable to the Owner.
- H. It shall also be a condition precedent to any payment hereunder that the Contractor and each of its subcontractors must complete and submit Certified Payrolls to the Owner covering all payouts in strict compliance with the Illinois Prevailing Wage Act (820 ILCS 130/01, et seq.) using

forms furnished by the IDOL (the "Certified Payrolls"). The Owner will not process or release any payments prior to receiving the Certified Payrolls relative to each applicable pay application.

- I. Application of Payments. All Progress and Final Payments made by Owner to Contractor shall be applied to the payment or reimbursement of the costs with respect to which they were paid and shall not be applied to or used for any pre-existing or unrelated debt between Contractor and Owner or between Contractor and any third party.

**ATTACHMENT A-1**  
**SCHEDULE OF PRICES**  
**VILLAGE OF BARTLETT**

**2018 Sanitary Manhole Rehabilitation Project**  
**Bid Proposal**

Proposal for Contract Document. We hereby agree to furnish to the Village of Bartlett all items required to complete the **2018 Sanitary Manhole Rehabilitation Project** in accordance with provisions, instructions, and specifications of the Village of Bartlett for the prices as follows:

No.	Description	Unit	Quantity	Unit Price	Total Price
1	Geopolymer Manhole Lining	EA VF	20 MH 265'	\$213.40	\$56,551.00
2	Root Treatment	EA	5	\$260.00	\$1,300.00
3	Replace Bench/Channel	EA	2	\$950.00	\$1,900.00
4	Repair Bench/Channel	EA	8	\$950.00	\$7,600.00
5	Internal Chimney Seal	EA	5	\$420.00	\$2,100.00
6	External Chimney Seal	EA	2	\$550.00	\$1,100.00
7	Grout and Wipe Joints	EA	17	\$383.00	\$6,511.00
8	Curtain Grout	EA	17	\$1,125.00	\$19,125.00
9	Install Drop	EA	1	\$650.00	\$650.00
10	Post Rehab Vacuum Testing	EA	3	\$250.00	\$750.00
<b>TOTAL BASE BID:</b>					<b>\$97,587.00</b>

Ninety-seven Thousand Five Hundred Eighty-seven Dollars and      Zero Cents  
**(In Writing)**

97,587 Dollars and      00 Cents  
**(In Figures)**

## ATTACHMENT B

### VILLAGE OF BARTLETT

#### **2018 SANITARY MANHOLE REHABILITATION PROJECT TECHNICAL SPECIFICATIONS**

##### **STANDARD SPECIFICATION COMPLIANCE REQUIREMENT**

The following Special Provisions supplement the “Standard Specification for Road and Bridge Construction”, most recent edition; “Supplemental Specifications and Recurring Special Provisions”; the “Illinois Manual on Uniform Traffic Control Devices for Streets and Highways”, latest edition; “Manual of Test Procedures for Materials” in effect on the date of invitation for bids; “Standard Specifications for Water and Sewer Main Construction in Illinois”, latest edition; American Water Works Association (AWWA); Village Ordinances; Village’s Material List; and the Village of Bartlett’s requirements for utility construction, which apply to and govern the proposed improvement project and in case of conflict with any part or parts of said specifications, the said Special Provisions shall take precedence and govern.

Any reference to standards throughout the plans or Special Provisions shall be interpreted as the latest standard of the Illinois Department of Transportation.

##### **DESCRIPTION AND LOCATION OF THE WORK**

This project “*2018 Sanitary Manhole Rehabilitation*” consists of rehabilitation of 46 sanitary manholes and related work as further described in the Contract Documents. Locations and the project areas are provided as an exhibit and are included with these specifications. The CONTRACTOR shall perform work at locations shown on the exhibit or as otherwise directed by the OWNER.

##### **PRE-CONSTRUCTION MEETING**

The OWNER will hold a pre-construction meeting, which shall be attended by the CONTRACTOR and all other appropriate agencies, utilities, etc. The meeting will be held at a time agreed upon by both the OWNER and the CONTRACTOR.

The CONTRACTOR shall present executed contracts with bonds and insurance prior to or at this meeting. Also, the CONTRACTOR shall provide the names and phone numbers of responsible employees to be contacted off-hours for emergencies and an estimated construction schedule covering all work for the entire project.

##### **SCHEDULE**

Before work begins, the CONTRACTOR shall provide a schedule with adequate detail, showing how progress is anticipated in order to meet the completion dates shown in the contract. Work shall not commence on the project until the schedule is approved by the OWNER. An updated schedule shall be submitted anytime the work falls two weeks or more behind.

##### **MATERIAL SUBMITTALS**

All materials data sheets are to be submitted to the OWNER and approved before rehabilitation can proceed.

The following list of materials has been approved for use in manhole rehabilitation.

**Patching Material.** The following are approved for patching material: Quadex Hyperform; or approved equal.

**Geopolymer Liner.** The following are approved for geopolymer coat: Quadex Geokrete Lining System or approved equal.

**Visible Infiltration -** Approved materials to stop visible infiltration are the following: Quadex Quad-Plug; or approved equal.

**Severe Active Infiltration -** Approved materials to stop severe active infiltration shall be approved by Geopolymer manufacturer.

**Grout -** Grouting installation shall conform to ASTM F2414-04.

**Invert Repair and Patching (Fast return to service) –** Hyperform or approved equal.

**Invert Repair and Patching (Bypassed or No Flow) –** Quad-Flow or approved equal.

**Treatment of Exposed Rebar –** Ospho or Corroseal Rust Converter

**Secondary Corrosion Protection –** Conseal ConBlock

**Internal Chimney Seal.** Sealing Systems, Flex-Seal Utility Sealant or approved equal.

**External Chimney Seal.** Shall conform to ASTM C923 and shall be Cretex External Classic or an approved equal.

**Adjustment Rings.** Shall be precast concrete unless rubber rings are specified by the ENGINEER. Concrete adjustment rings of uniform thickness shall be at least two (2) inches thick. The replacement precast grade adjustment shall provide a structural capacity equal to or greater than the existing specified manhole frame, and shall not affect the opening size or surface appearance. Rubber adjustment rings all be at least 1" thick and shall be EJ Infra-Riser or approved equal.

**Bitumastic Gasket Material.** Shall meet or exceed Federal Specification SS-S-210A. Material shall be EZ-STIK or approved equal.

**Submittals.** All materials sheets are to be submitted and approved before rehabilitation can proceed.

## **ITEM 1. GEOPOLYMER MANHOLE SEALING**

Manhole sealing shall consist of all necessary measures to internally seal the manhole including a geopolymer wall coating, external or internal grouting, and reconstruction of bench/trough and shall establish structural integrity for the manhole and shall eliminate inflow and infiltration.

This work shall provide for a monolithic fiber-reinforced structural geopolymer spray liner intended to seal the entire manhole structure. The spray liner shall be a complete manhole reconstruction that stops inflow and

infiltration, providing a leak free structure, restoring structural integrity and providing protection against corrosion.

This specification shall govern all work, materials, and equipment required for manhole rehabilitation for the purpose of eliminating infiltration, exfiltration, providing corrosion protection, repair of voids, and restoration of the structural integrity of the manhole as a result of applying a monolithic fiber-reinforced structural geopolymer liner to the adjustment, cone, wall and bench surfaces of brick, block, pre-cast or poured concrete, or other masonry construction material.

Described are procedures for cleaning, preparation, application and testing. The applicator, approved and trained by the manufacturer, shall furnish all labor, equipment and materials for applying a geopolymer mix to form two coats of a structural monolithic liner, with machinery specially designed for the application. All aspects of the installations shall be in accordance with the manufacturer's recommendation and per the following specifications which includes:

- A. Remove loose and unsound material
- B. Clean area to be sprayed
- C. Eliminate infiltration
- D. Repair and fill voids
- E. Repair and seal bench trough/inverts
- F. Spraying the geopolymer monolithic liner
- G. Apply Secondary Corrosion Protection

**A. Remove loose and unsound material:**

Loose and protruding brick, mortar and concrete shall be removed using a mason's hammer and chisel and/or a scraper. Any loose debris on the benches, invert or walls of the manhole shall be removed by means of a scraper and vacuum machine or other approved method as long as it is taken from the manhole and not caused to go into the sewer. Any damaged manhole steps shall be removed prior to cleaning the interior of the manhole. Place covers over invert to prevent extraneous material from entering the sewer lines before cleaning.

**B. Clean area to be sprayed:**

The CONTRACTOR shall clean the interior surfaces of manhole removing all debris, dirt, oil, grease, remains of old coating materials, and any other extraneous materials. The CONTRACTOR shall then pressure wash (minimum 3,000 psi) the manhole walls to remove loose mortar, concrete, roots, and debris. Heavy grease build-up or unusual conditions may require hydro-blasting or chemical cleaning. Loose and protruding brick, mortar and concrete shall be removed using a mason's hammer and chisel and or scraper.

**C. Eliminate infiltration:**

The following are approved for patching material: **Quadex Hyperform**; or approved equal. This quick setting fiber reinforced calcium aluminate corrosion resistant cementitious material, shall be used as a patching material and is to be mixed and applied according to manufacturer's recommendations and shall have the following minimum requirements:

Compressive Strength	ASTM C109	1400 psi @ 6 hrs.
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Bond	ASTM C882	>1600 psi @ 28 days
Shrinkage	ASTM C596	0%
Placement Time		5 to 10 minutes
Set Time		15 to 30 minutes

Approved materials to stop visible infiltration are the following: **Quadex Quad-Plug**; or approved equal. This rapid setting cementitious product specifically formulated for leak control, shall be used to stop minor water infiltration and shall be mixed and applied according to manufacturer's recommendations and shall have the following minimum requirements:

Compressive Strength	ASTM C109	>1000 psi @ 1 hour
Sulfate Resistance	ASTM C267	No wt. loss, 15 cycles @2000 ppm
Freeze/Thaw	ASTM C666, Method A	100 cycles
Pull Out Strength	ASTM C234	14,000 lbs.
Set Time		<1.0 minute

Approved materials to stop severe active infiltration shall be approved by Geopolymer manufacturer. Grouting installation shall conform to ASTM F2414-04. Grouting shall be performed anywhere where active infiltration cannot be stopped with the cementitious grout. All grouting work shall be considered incidental to the unit price bid payment item for **GEOPOLYMER MANHOLE SEALING**.

**D. Repair and fill voids:**

The CONTRACTOR shall fill any large voids using one of the approved patching materials. Active Leaks shall be stopped using quick-setting, specially formulated mixes, according to manufacturer's recommendations. Some leaks may require weep holes to localize infiltration during the application. After application the weep holes shall be plugged with quick setting material. After repairing and filling voids and preparations are complete, remove all loose material and wash again. Any bench or invert repairs shall be made at this time using the quick-setting patching mix.

**E. Repair and seal bench trough/inverts:**

Invert repair shall be performed on all inverts with visible damage or where infiltration is present or when vacuum testing is specified. After blocking the flow through the manhole and thoroughly cleaning the invert, a quick-setting patch material shall be applied in an expeditious manner. The material shall be troweled uniformly onto the damaged invert at a minimum thickness of one-half inch (1/2") at the invert extending out onto the bench of the manhole sufficiently to tie into the structural monolithic liner to be spray applied. The finished invert shall be smooth and free of ridges. The flow may be re-established in the manhole within 30 minutes after placement of the material.

**F. Spraying the Geopolymer monolithic liner:**

Liner Material shall be **Geokrete Geopolymer**, or approved equal, made with a geopolymer mortar mix containing significant amounts of amorphous SiO2 and Al2O3 and with microfiber reinforcement. The geopolymer powder shall meet the following acceptable values:

Oxide Content of Geopolymer Powder	Acceptable Values
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Oxides		(% wt.)
	SiO <sub>2</sub>	40 – 55 %
	Amorphous SiO <sub>2</sub> (Geopolymer precursor*)	30 – 40 %
	Al <sub>2</sub> O <sub>3</sub>	13 – 30 %
	Amorphous Al <sub>2</sub> O <sub>3</sub> (Geopolymer precursor*)	10 – 20 %
	Total amorphous SiO <sub>2</sub> + Al <sub>2</sub> O <sub>3</sub> (Geopolymer precursor*)	>50%
	Total of OPC crystalline phases (% Portland Cement, i.e., C <sub>3</sub> S, C <sub>2</sub> S, C <sub>3</sub> A, C <sub>4</sub> AF)	<20 %
	Total CaO	<25 %
	Total Na <sub>2</sub> O	0.35 – 2.0 %
Oxide Ratios		(ratio)
	Amorphous SiO <sub>2</sub> / Amorphous Al <sub>2</sub> O <sub>3</sub> (Ratio)	1-3
	Total Na <sub>2</sub> O / Amorphous Al <sub>2</sub> O <sub>3</sub> (Ratio)	0.05 – 1.2

\*Geopolymer precursor, SiO<sub>2</sub> and Al<sub>2</sub>O<sub>3</sub>, shall exclude crystalline forms such as C<sub>3</sub>S, C<sub>2</sub>S, C<sub>3</sub>A, C<sub>4</sub>AF, Quartz, etc.

Documentation of these values for the Geopolymer precursor powder composition shall be required prior to acceptance of this bid. Typically, testing is run on the Geopolymer precursor, the powder passing a #200 mesh. The precursor composition is confirmed through a testing process which includes oxide composition and phase composition testing, using X-Ray Fluorescence (XRF) and X-Ray Diffraction (XRD), respectively.

The geopolymer liner shall be used to form a structural monolithic liner covering all interior manhole surfaces and shall have the following minimum requirements:

Compressive	ASTM C109	>8000 psi @ 28 days
Tensile Strength	ASTM C496	>800 psi @ 28 days
Flexural Strength	ASTM C78	>800 psi @ 28 days
Modulus of	ASTM C469	>5,000,000 psi @ 28 days
Shrinkage @90%	ASTM C1090	0% @ 28 days
Bond	ASTM C882	>2500 psi @ 28 days
Density, Dry		80 ± 10lbs/ft <sup>3</sup>
Density, When		110 ± 10lbs/ft <sup>3</sup>
Freeze/Thaw	ASTM C666	300 cycles no vis. damage

During application the surface shall be clean and free of all foreign material and shall be damp without noticeable free water droplets or running water, but totally saturated just prior to application of material. Minimum total thickness for the liner shall not be less than one (1) inch and shall be from the bottom of the frame to the invert of the manhole. The surface shall then be troweled to a relatively smooth finish being careful not to over trowel. A brush finish shall be applied to the trowel-finished surface.

After the walls are coated, the invert covers shall be removed and the bench sprayed with excess materials applied in such a manner that a gradual slope is produced from the walls to the invert with the thickness at the invert to be no less than ½ inch. The wall/bench intersection shall be rounded to a uniform radius. The



full circumference of the intersection. Trough area shall be coated as required to seal all cracks and to provide a smooth surface.

The material shall have minimum of four (4) hours cure time before being subjected to active flow. Ambient conditions in the manhole are adequate for curing as long as the manhole is covered. Traffic shall not be allowed over manholes for twelve (12) hours after reconstruction is complete. Caution shall be taken to minimize exposure of applied product to sunlight, quick surface drying and air movement. At no time should the finished product be exposed to sunlight or air movement for longer than 15 minutes before replacing the cover. In extremely hot and arid climates, the manhole should be shaded while reconstruction is in process.

No application shall be made if ambient temperature is below 40 degrees Fahrenheit. No application shall be made to frozen surfaces or if freezing is expected to occur within the substrate within 24 hours after application. If the ambient temperatures are in excess of 95 degrees Fahrenheit, precautions shall be taken to keep the mix temperatures at time of application below 90 degrees Fahrenheit. Water temperature shall not exceed 80 degrees Fahrenheit. Chill with ice if necessary. Final acceptance shall be made upon successfully passing a vacuum test ensuring that no leaks are present.

#### **G. Secondary Corrosion Protection (Antimicrobial Liquid or Acid Mitigation System)**

Application of Antimicrobial Liquid or Acid Mitigation System, is to provide additional Microbiologically Induced Corrosion (MIC) resistance to the Geopolymer liner. The work consists of rolling, spraying or centrifugally applying Antimicrobial Liquid, Acid Mitigation System, or approved substitute compatible with the selected Geopolymer Liner, to the surface of the newly lined infrastructure. Equipment required for application can include centrifugal spray mechanisms, pneumatic spray pumps, hand pumps or paint style roller.

The Secondary Corrosion Protection shall be used as specified by the manufacturer and shall not be diluted in excess of the Manufacturer's recommendation for a full strength coating.

The Secondary Corrosion Protection, shall be applied to the finished surface of the Geopolymer material during the application of the Geopolymer liner or anytime thereafter, as recommended by the Manufacturer.

The Secondary Corrosion Protection shall be applied adequately to achieve surface saturation.

The Secondary Corrosion Protection must be allowed to cure for a minimum of 30 minutes, or meet manufacturer recommended cure time, prior to releasing bypass or opening to any traffic.

All secondary corrosion protection work shall be considered incidental to the unit price bid payment item for **GEOPOLYMER MANHOLE SEALING**.

**Method of Measurement and Basis of Payment:** This item shall be paid at the Contract Unit Price per Vertical Foot (VF) for **GEOPOLYMER MANHOLE SEALING** and shall include all labor and materials to rehabilitate the manhole as described in the above provisions (including bench and trough repairs). Measurement for payment shall be made from the invert to the bottom of the manhole frame and shall be measured to the nearest tenth of a foot.

#### **ITEM 2. ROOT TREATMENT**

Roots penetrating through any location in the manhole, shall be thoroughly cut, trimmed and removed and include the use of foaming herbicide to prevent growth.

If roots are present in joints that are to be grouted and sealed, or protruding through the chimney area that is identified to receive an internal chimney seal, roots shall be cut back as far back as possible so that they do not protrude through the internal chimney seal or grout. All debris shall be removed from the manhole after all work has been completed and shall be deemed incidental to the Contract.

This work shall be paid for at the Contract Unit Price per Each for **ROOT TREATMENT**.

### **ITEM 3. REPLACE BENCH AND TROUGH**

This item is for reconstruction beyond the standard rehabilitation provided under the item REPAIR BENCH AND TROUGH.

This work item shall consist of the complete removal and reconstruction of the entire manhole bench and trough. The existing deteriorated bench and trough area shall be completely removed to a minimum depth of 12 inches below the existing invert. Care must be taken to avoid damaging other areas of the manhole structure. Loose and broken concrete shall be routinely removed from the manhole to eliminate the possibility of pieces entering the sewer lines. After removal of loose and broken concrete, CA-7, (¾-inch to 1-inch) washed stone with no fines shall be installed to a depth of (8) eight inches as a base for the new bench and trough to be formed using Portland Cement Concrete, (PCC). Sanitary sewer service shall be maintained during bench and trough replacement. Minimum bench and trough thickness shall be four inches (4") in depth.

All inverts shall be formed to the diameter of the incoming and outgoing pipe diameter up to the pipe centerline and vertical beyond that point. The invert shall be formed to a depth of one-half to two-thirds the pipe diameter. Inverts shall be formed with a PCC mortar material and steel-trowel to produce a dense, smooth finish and shape to form a "U"- shaped channel connecting the pipelines. The new invert shall provide smooth transitions for pipes of different sizes, different elevations, and/or at different angles. The CONTRACTOR shall form benches to provide self-cleaning by sloping normally two (2) inches from manhole wall to edge of "U" channel with a smooth finish. The trough shall be troweled so that the wetted surface is smooth. The invert of the trough shall form a continuous conduit with the sewer pipe entering and leaving the manhole provided that the pipe was originally constructed or intended to be constructed in this manner. Care shall be taken to prevent the degradation of freshly poured benches and troughs.

The bench and trough shall be furnished in such a manner so that a watertight seal exists between the manhole walls, pipe, and bench/trough area. The finished bench and trough shall be cleaned of silt, debris or foreign matter of any kind.

**Method of Measurement and Basis of Payment:** This item shall be paid at the Contract Unit Price per Each for **REPLACE BENCH AND TROUGH** and shall include furnishing all labor, supervision, materials, equipment, and testing necessary to complete the work including removal of the existing defective bench and trough, and installation and sealing of the replacement bench and trough.

### **ITEM 4. REPAIR BENCH AND TROUGH**

Invert repair shall be performed on all inverts with visible damage or where infiltration is present or when vacuum testing is specified. After blocking the flow through the manhole and thoroughly cleaning the invert, a quick-setting patch material shall be applied in an expeditious manner. The material shall be troweled uniformly onto the damaged invert at a minimum thickness of one-half inch (½") at the invert extending out onto the bench of the manhole sufficiently to tie into the structural monolithic liner to be spray applied. The

finished invert shall be smooth and free of ridges. The flow may be re-established in the manhole within 30 minutes after placement of the material.

The trough shall then be coated with a geopolymer product such as **Geokrete Geopolymer**, or equal in the manner specified in Geopolymer Manhole Sealing.

**Method of Measurement and Basis of Payment:** This item shall be paid for at the Contract Unit Price per Each as **REPAIR BENCH AND TROUGH**. The Contract Unit Price shall be payment in full for performing the work and for furnishing all labor, supervision, materials, equipment, and testing necessary to complete the work. **Note:** This item shall only be paid for where geopolymer coating is **NOT** being applied to the walls.

## **TEM 5. INTERNAL CHIMNEY SEAL**

### **1.1 Scope of Work**

The work covered by this item includes but is not limited to furnishing all labor, equipment, materials and supervision, and performing all work necessary to seal the manhole as specified herein. The work under this item includes the installation of Flex-Seal Utility Sealant internal manhole adjustment ring sealing system and accessories to the manhole through the frame joint area and the area above the manhole cone, including all extensions to the chimney area, as manufactured by Sealing Systems Inc., 9350 County Road 19 Loretto, MN. 55357 (800-478-2054) or an approved equal.

### **1.2 Area of Work**

The work shall be performed in manholes as directed by the Owner's representative. The manhole sealing work will require an internal adjustment ring seal to be installed. The internal manhole sealing system may be required to be installed in manholes without easements. The manhole adjustment ring seal shall be installed after the manhole has been relined. The material used to reline the manhole shall stop at the base of the manhole frame, lining material shall not to be coated over the cast iron frame itself. If relining is not specified ring sealing shall be one of the first items of work. The work shall progress continually until complete. Work on this shall be done during warm and dry weather as per the manufacturer's recommendation.

### **1.3 Internal Manhole Seals**

(A) SEALS- manhole seal shall be designed to prevent leakage of water into the manhole through the frame joint area and the area above the manhole cone including all extensions to the chimney area. Extensions shall include but is not limited to lifting rings, brick and/or block material that may have been used to achieve grade. The seal shall remain flexible allowing for the repeated vertical or horizontal movements of the frame due to frost lift, ground movement or the thermal movement of pavements. The final liner material shall be made no less than 170 mils. of corrosion resistant aromatic flexible urethane resin coating to be applied to the inside wall of the entire chimney area as described above. Mil thickness may vary depending on the local climate. The contractor should contact the manufacture for thickness recommendations. The product shall have a minimum elongation of 800% and hardness (Durometer) of 75. Final liner shall have a minimum tensile and adhesion strengths of 1150 psi and 175 lb. l/in. respectively. The manhole sealing system shall conform to the physical requirements of ASTM D- 412. The lining product shall have an aromatic urethane primer resin on the complete surface. The sealing system shall line the entire adjustment ring area from the top 2" of the cone/top of the manhole, over the grade ring area, and up 2" on to the inside of the casting frame. If the manhole has been relined prior to the seal installation the seal shall cover a minimum of 12 vertical inches or a minimum of 1 kit.

(B) INSTALLATION - All loose and protruding mortar and brick that would interfere with the seal's performance shall be removed. Any lips for gravel pan supports shall be cut off flush with casting. Patching cement shall conform to requirements of the manufacturer. Any profiling cement work will require the contractor to contact the sealant manufacturer to determine in writing the proper time required for the cement to completely cure prior to installing this item. Preparation of the surface should include sandblasting (minimum of 70CFM) and an acetone wet wipe to ensure a clean surface as required by the manufacturer. Active leaks (infiltration) must be corrected by a method approved by the OWNER prior to installing an Internal Manhole Seal. The substrate surface must be free of sand, loose debris, latencies, dust, oil, grease or chemical contamination. A blower or torch may be required to completely dry the substrate surface or as recommended by manufacture. Flex-Seal Utility Sealant or approved equal may require the proper mixing of agents, as recommended by the manufacturer's instructions. Ensure casting and structure surfaces are clean and dry where the primer is intended to adhere. After allowing for proper drying of primer to occur, sealant may be applied by brush as evenly as possible over the entire chimney area that includes 2" above the frame joint area, 2" below the top of the manhole cone, and the area above the manhole cone including all extensions to the chimney area. The contractor is to furnish the OWNER (2) mirrors with extension handles that can be used to inspect sealant application to areas underneath frame without entry of manhole. These items will become the property of the owner upon completion and at no additional cost of this item. Cost for these items shall be included in the bid items for internal manhole sealing work.

#### **1.4 Training/Manufacturer's Certification**

The manufacturer must in writing certify that each of the contractor's representatives are approved to install Flex-Seal Utility Sealant or approved equal for this item. The training shall be included in the bid items for internal manhole seals. Contact the manufacturer for pricing 800-478-2054.

#### **1.5 Submittals**

The contractor shall submit shop drawings in accordance with the General Contract Conditions. The manufacturer's specifications for the materials and method for proposed installation of this item shall be submitted to the OWNER for the approval before internal sealing work commences.

#### **1.6 Measurements and Payment**

This item shall be paid at the Contract Unit Price per Each for **INTERNAL CHIMNEY SEAL** and shall include all labor and materials necessary to rehabilitate the adjustment and install the internal chimney seal.

### **ITEM 6. EXTERNAL CHIMNEY SEAL**

Prior to installation of the external chimney seal, any required adjustment shall be completed. External chimney seals are to be installed per the Manhole Rehabilitation Schedule of Repairs (Attachment A-1 and/or C-2) unless indicated otherwise by the ENGINEER. Acceptable external chimney seals are Cretex External Classic or an approved equal. This external sealing system shall prevent leakage of water into the manhole through the frame joint adjustment area. When the manhole is in the pavement, the CONTRACTOR shall be required to saw cut existing pavement to a minimum of a 5 foot by 5 foot square. This square cut shall allow for proper installation of the external chimney seal.

Frame seals shall remain flexible throughout a 50 year design life, allowing repeated vertical movement of the

frame of not less than two inches (2") and/or repeated horizontal movement of not less than one half inch (1/2").

The sleeve portion of the seal shall be corrugated with a minimum unexpanded vertical height of nine inches (9") and shall be capable of being mechanically locked to the base flange of the manhole frame casting. The sleeve and extension shall have a minimum thickness of 3/16 inches and shall be made from a high quality rubber compound conforming to the applicable material requirements of ASTM C-923, with a minimum 1,500 psi tensile strength, a maximum 18% compression set and hardness (durometer) of 48±5. The area of the seal that compresses against the base flange of the manhole frame casting and the chimney/cone shall have a series of sealing fins to facilitate a watertight seal.

The compression bands shall be integrally formed from a 16 gauge stainless steel conforming to the applicable material requirements of ASTM C-923, Type 304, with no welded attachments and shall have a minimum adjustment range of 2 diameter inches. Any screws, bolts or nuts used on this band shall be stainless steel conforming to ASTM F-593 and 594, Type 304.

All debris shall be removed from the manhole after all work has been completed and shall be deemed incidental to the Contract.

**Method of Measurement and Basis of Payment:** This work shall be paid for at the Contract Unit Price per Each for **EXTERNAL CHIMNEY SEAL** and shall include all labor and materials necessary to install the external chimney seal for each manhole as specified in these provisions including procurement, installation and restoration.

#### **ITEM 7 & 8. GROUT AND WIPE JOINTS & CURTAIN GROUT**

This work shall govern all work, materials and testing required for chemical pressure grouting of manhole defects. Manholes or sections of manholes with leaks are shown on the Manhole Rehabilitation Schedule. Manhole structure grouting includes the sealing or plugging of the manhole base, walls, corbel/cone and chimney using chemical grout sealants to eliminate leakage. Chemical grout shall be injected into the soil surrounding the manhole as needed for complete sealing resulting in a grout curtain.

**Grout and Wipe Manhole Joints:** The procedure for Grout and Wipe Manhole Joints shall be the same as listed above for a complete curtain grout manhole, but will include all wall joints and areas with evidence of infiltration for each manhole indicated on the plans. Holes shall be carefully drilled from within the manhole and shall extend through the entire manhole wall. In cases where there are multiple leaks around the circumference of the manhole, fewer holes may be drilled, providing all leakage is stopped from these holes. Grout ports or sealant injection devices shall be placed in these previously drilled holes in such a way as to provide a watertight seal between the holes and the injection device. A hose, or hoses, shall be attached to the injection device from an injection pump. Grout travel shall be verified by observation of grout to defects or adjacent injection holes. Provide additional injection holes, if necessary, to ensure grout travel.

Sealing after grouting wall joints shall be the same as above and shall include patching with a one-half inch (1/2") thick quick setting mortar such as **Strong Seal QSR; Quadex Hyperform** or an approved equal and shall cover at least six inches (6") either side of the joint sealed or where injection holes were drilled.

**Curtain Grout Manhole (13 of 17 Manholes):** CONTRACTOR shall furnish all labor, supervision, materials, equipment and testing if required for the completion of chemical grout sealing of manhole defects in accordance with the Contract Documents. Manhole grouting shall not be performed until sealing of manhole frame and

grading adjustments is complete.

**Equipment:** The basic equipment shall consist of chemical pumps, chemical containers, injection packers, hoses, valves and all necessary equipment and tools required to seal manholes by chemical pressure grouting. The chemical injection pumps shall be equipped with pressure meters that will provide for monitoring pressure during the injection of the chemical sealants. When necessary, liquid bypass lines equipped with pressure-regulated bypass valves will be incorporated into the pumping station.

**Chemical Sealing Materials:** The chemical grout shall be **Avanti AV-100** or approved equal which has a documented record of satisfactory performance in sewer usage. All grouting materials shall be delivered to the job site in the original, labeled and unopened containers. The CONTRACTOR shall submit with bid, the brand name manufacturer of the chemical grout(s) intended to be used. The chemical grout(s) selected by the CONTRACTOR is subject to approval of the ENGINEER.

Mixing and handling of chemical grout, which may be toxic under certain conditions, shall be in accordance with the recommendations of the manufacturer and in such manner to minimize hazard to personnel. It is the responsibility of the CONTRACTOR to provide appropriate protective measures to ensure that chemicals or gels are handled by authorized personnel in the pro personnel thoroughly familiar with the handling of the grout material and additives shall perform the grouting operations.

**Additives:** the CONTRACTOR shall have the capability to incorporate additives into the grout material, including but not limited to glycol, latex, dichlobenil (Root killer), or diatomaceous earth. Additives to the grout mixture shall be at no additional cost to the Contract. All additives used are subject to approval of the ENGINEER.

**Preliminary repairs:** All cracked or deteriorated material shall be removed from the manhole and the CONTRACTOR shall cut and trim all roots within the manhole. The CONTRACTOR shall seal all unsealed lifting holes, unsealed step holes, pre-cast manhole section joints and voids larger than approximately one-half inches (1/2") in thickness with a waterproof quick-setting mortar, **Strong Seal QSR; Quadex Hyperform** or an approved equal in accordance with the manufacturer's specifications.

**Drilling and Injection:** Injection holes shall be drilled through the manhole at 120 degree angles from each other at the same plane of elevation. Rows shall be separated no more than three (3') vertical feet, and the holes shall be staggered with the holes in the rows above and below. Provide additional injection holes near observed defects, bench and trough and at pipe seals. At all visible leaks and areas with evidence of leaks within the manhole structure, a hole shall be carefully drilled from within the manhole and shall extend through the entire manhole wall. A minimum of six (6) injection holes shall be provided in the walls/cone and three (3) injection holes at each pipe seal and at the bench/trough.

Manholes shall be grouted completely from the top of the corbel or bottom of flattop to the pipe invert. Grout shall be injected through the holes under pressure with a suitable probe. Grout ports or sealant injection devices shall be placed in these previously drilled holes in such a way as to provide a watertight seal between the holes and the injection device. A hose, or hoses, shall be attached to the injection device from an injection pump. Grouting from the ground surface shall not be allowed. Grout travel shall be verified by observation of grout to defects or adjacent injection holes. Provide additional injection holes, if necessary, to ensure grout travel. Care shall be taken during the pumping operation to ensure that excessive pressures do not develop and cause damage to the manhole structure or surrounding surface features. Grout shall be injected through the lowest holes first. The procedure shall be completed until the manhole is externally sealed with grout, resulting in a chemical grout curtain.

Sealing after Grouting: Upon completion of the injection, all chemical grout material shall be removed from interior surfaces of the manhole. After grouting is completed, the grout ports shall be removed and the remaining holes shall be cleaned with a drill and filled with quick-setting hydraulic mortar and troweled flush with the surface of the manhole walls or other surfaces. The mortar used shall be a non-shrink patching mortar such as **Strong Seal QSR; Quadex Hyperform** or an approved equal. In addition to filling the holes the interior surface of the manhole shall be patched with a one-half inch (1/2") thick quick setting mortar such as **Strong Seal QSR; Quadex Hyperform** or an approved equal. This coating shall cover at least six inches (6") either side of the joint sealed or where injection holes were drilled.

**Curtain Grout Bottom 48" (4 of 17 Manholes):** The procedures for Curtain Grout Bottom, 48" shall be the same as indicated above, but shall be limited to the bottom portion of the manhole. Pipe seal grouting shall include all pipe seals in the specified manhole and grouting of the bench/trough, wall/bench joint and walls to the maximum height of 48" from the crown of the pipe. Provided additional injection holes near observed defects, bench and trough and at pipe seals. At all visible leaks, a hole shall be carefully drilled from within the manhole and shall extend through the entire manhole wall. A minimum of three (3) injection holes at each pipe seal and at the bench/trough shall be required.

Sealing after grouting manhole bottoms shall be the same as above and shall include patching with a one-half inch (1/2") thick quick setting mortar such as **Strong Seal QSR; Quadex Hyperform** or an approved equal and shall cover at least six inches (6") either side of each location sealed or where injection holes were drilled.

All debris shall be removed from the manhole after all work has been completed and shall be deemed incidental to the Contract.

**Final Acceptance:** After the specified sealing work has been completed, the manholes shall be visually inspected by the CONTRACTOR (as required) in the presence of the OWNER/ENGINEER and found to be acceptable. All rehabilitated manholes shall also be re-inspected for leaks tow (2) months after completion and resealed, if necessary, at no cost to the OWNER.

**Method of Measurement and Basis of Payment:** the CONTRACTOR shall provide the necessary tools and equipment to complete all work as described above. Payment shall be based on the Contract Unit Price per Each for **GROUT AND WIPE JOINTS** or **CURTAIN GROUT**.

#### **ITEM 9. INSTALL DROP**

This work shall govern all work and materials required to install an internal drop connection per the Manhole Rehabilitation Schedule of Repairs (Attachment A-1 and C-2) and shall conform to the Village Standard, Internal Drop Connection or approved equal. The existing bench shall be modified so that sewage flowing down through the connection can smoothly enter the existing performed channel at a 30 degree angle with the flow. All debris shall be removed from the manhole after all work has been completed and shall be deemed incidental to the Contract. All debris shall be removed from the manhole after all work has been completed and shall be deemed incidental to the Contract.

**Method of Measurement and Basis of Payment:** This work shall be paid for at the Contract Unit Price per Each for **INSTALL DROP** and shall include all labor and materials necessary to install the drop connection.

## **ITEM 10. POST REHAB VACUUM TESTING**

This specification shall govern the vacuum testing of sanitary sewer manholes and structures and shall be used as a method of determining acceptability by the OWNER, in accepting maintenance or installation of a sanitary sewer manhole or structure. Vacuum testing shall be according to ASTM C1244, except as specified otherwise herein. Other forms of testing of some manholes may be required, as deemed necessary by the OWNER.

At least ten percent (10%) of the total number of sanitary sewer manholes installed or receiving geopolymer coating shall be vacuum tested as specified herein. Manholes to be tested shall be selected by the OWNER at the time of testing. No advance notice will be provided to the CONTRACTOR as to which manholes will be tested. If more than ten percent (10%) of the manholes tested fail the initial test, an additional ten percent (10%) of the total manholes shall be tested at no additional charge. This process shall continue until a series of manholes (10% of the total) successfully test with no more than 10% initial failure or until all manholes have been tested. Additional vacuum testing required after failing the initial testing will be considered incidental to the contract and will not be paid for separately.

Manholes shall be tested after installation or rehabilitation and when all connections are in place. Lift holes, if any, shall be plugged with an approved, non-shrinkable grout prior to testing. Drop connections shall be installed prior to testing. The vacuum test shall include testing of the seal between the cast iron frame and the concrete cone, slab or grade rings. Manhole vacuum testing shall be performed after all adjacent underground utilities have been installed and all manholes have been backfilled and finished to final grade.

All manholes found to have been damaged or disturbed prior to the final inspection shall be corrected and vacuum tested at that time, regardless of whether or not they were originally vacuum tested. If a coating or lining is to be applied to the interior of the manhole the vacuum test must not be performed until the coating or lining has been cured according to the manufacturer's recommendations.

If existing manholes are to be vacuum tested (e.g. in the case of a sewer rehabilitation project), the OWNER and CONTRACTOR must deem the manhole structurally sound prior to vacuum testing.

Procedure for testing shall be as follows:

1. Temporarily plug all pipes entering the manhole. Each plug must be installed at a location beyond the manhole/pipe gasket (i.e. outside the manhole wall), and shall be braced to prevent the plug or pipe from being drawn into the manhole.
2. The test head shall be placed inside the rim of the cast iron frame at the top of the manhole and inflated, in accordance with the manufacturer's recommendations.
3. A vacuum of at least ten inches of mercury (10" Hg) shall be drawn on the manhole. Shut the valve on the vacuum line to the manhole and shut off the pump or disconnect the vacuum line from the pump.
4. The pressure gauge shall be liquid filled, having a 3.5-inch diameter face with a reading from zero to thirty inches of mercury.

The manhole shall be considered to pass the vacuum test if the vacuum reading does not drop more than one inch (1") Hg (i.e. from 10" Hg to 9" Hg) during the following minimum test times for various manhole diameters:



Depth (ft.)	Manhole Diameter (inches)								
	30	33	36	42	48	54	60	66	72
	Test Time (Seconds)								
8	11	12	14	17	20	23	26	29	33
10	14	15	18	21	25	29	33	36	41
12	17	18	21	25	30	35	39	43	49
14	20	21	25	30	35	41	46	51	57
16	22	24	29	34	40	46	52	58	67
18	25	27	32	38	45	52	59	65	73
20	28	30	35	42	50	53	65	72	81
22	31	33	39	46	55	64	72	79	89
24	33	36	42	51	59	64	78	87	97
26	36	39	46	55	64	75	85	94	105
28	39	42	49	59	69	81	91	101	113
30	42	45	53	65	74	87	89	108	121

**Method of Measurement and Basis of Payment:** This item shall be paid at the Contract Unit Price per Each for **POST REHAB VACUUM TESTING** and shall include furnishing all labor.

### **BY-PASS PUMPING**

When pumping and bypass pumping is required, the CONTRACTOR shall supply all necessary pumps, conduits and other equipment to divert the flow around the pipe section or manhole in which work is to be performed. The bypass system shall be of sufficient capacity to handle existing dry-weather flow plus additional flow that may occur during wet-weather (i.e. rainfall or snowmelt events). The CONTRACTOR shall be responsible for furnishing the necessary labor and supervision to set up and operate the pumping and bypassing system. Pumps and equipment shall be continuously monitored by the CONTRACTOR during the periods that pumping and bypassing are required. By-pass pumping, where required, shall be considered incidental to the Contract.

### **MANHOLE REHABILITATION WARRANTY**

Rehabilitation work performed on all manholes shall be warranted from defects and failure for a period of **three (3) years** from the date of final acceptance. If the materials and installation furnished by the CONTRACTOR fail during this period, the CONTRACTOR shall repair the manhole at no expense to the OWNER.

**ATTACHMENT C**

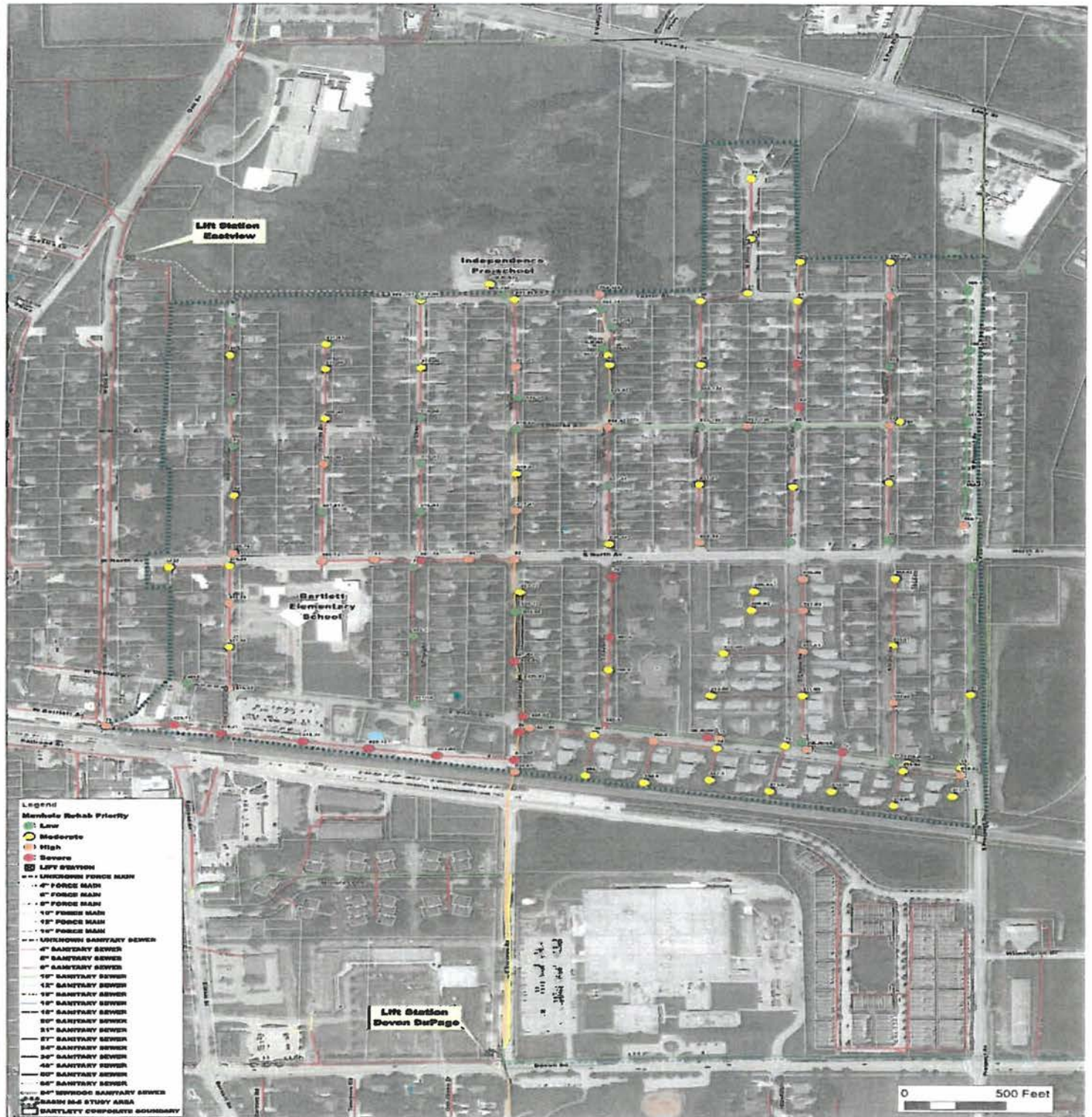
**LOCATIONS AND PROJECT AREAS\***

<b>Street Location</b>	<b>MH No.</b>	<b>Depth Rim to Invert (Feet)</b>
143 S. Hale Ave	002-68	8.5
200 Taylor Ave	004-109	7.2
103 Daniel Ct	005-65	3.8
121 Lucille Ct	007-63	6.6
138 N. Tatge Ave	008-50	9.4
137 Lucille Ct	009-61	7.8
114 S. Eastern Ave	016-25	12.1
115 N. Berteau Ave	017-41	16.1
141 S. Eastern Ave	018-22	9.1
193 Thomas Ct	018-52	4.9
108 W. Bartlett Ave	019-20	12.7
142 S. Eastern Ave	019-21	11.9
201 Oneida Ave	020-19	19.2
223 N. Berteau Ave	021-37	8.2
203 N. Crest Ave	026-32	14.0
134 S. Berteau Ave	027-94	17.4
131 S. Berteau Ave	028-93	17.7
105 N. Marion Ave	029-29	5.0
102 N. Eastern Ave	029-76	7.4
110 W. Bartlett Ave	029-77	15.8
147 S. Berteau Ave	029-92	24.8
178 Judith Ct	031-90	9.0
202 N. Chase Ave	032-126	5.6
207 E. Oneida Ave	032-89	20.5
211 E. Oneida Ave	033-88	26.0
211 E. Oneida Ave	034-87	25.4
184 Rita Ct	056-8	10.5
147 S. Berteau Ave	30	25.3
222 N. Chase Ave	42	6.8
208 N. Chase Ave	43	4.2
144 N. Hale Ave	51	6.4
454 Taylor Ave	53	6.9
131 S. Crest Ave	058-6	23.9
108 N. Prospect Ave	059-72	3.7
131 S. Crest Ave	060-4	11.3
111 E. North Ave	060-14	12.8
102 S. Elroy Ave	061-15	12.2
102 N. Berteau Ave	62	13.8
111 E. North Ave	63	12.3

<b>Street Location</b>	<b>MH No.</b>	<b>Depth</b> Rim to Invert (Feet)
206 E. North Ave	64	11.6
176 Emil Ct	71	9.9
179 Rita Ct	75	14.0
200 W. Bartlett Ave	76	17.8
102 S. Crest Ave	78	8.3
176 Emil Ct	OBJID35	10.8
335 Davis Ct	OBJID49	14.4
<b>Total Manholes</b>	<b>46</b>	
	<b>Total Vertical Feet</b>	<b>563</b>

\*For Specific, Individual Manhole Work See Appendix C.2 (Attached)

*Location Map – Aerial – M-5 Basin  
(Approximately 46 Severe/High Priority Sanitary Manholes)*



Engineering Enterprises, Inc.

Village of Bartlett  
228 S. Main Street  
Bartlett, IL 60103

PROJECT NO. 14-010  
DATE 02/14/15  
DRAWN BY: [Name]  
CHECKED BY: [Name]

MWRD I/I PROGRAM  
VILLAGE OF BARTLETT, ILLINOIS

APPENDIX C.1  
BASIN M-5 MANHOLE  
SUMMARY MAP WITH IDs



**Appendix C.2: Manhole Rehabilitation Tabular Review**  
Village of Bartlett, IL

Manhole ID	Transmission Propagation Rating	Living	Soil Treatment	Replace Frame and Cover	Seals or Gaskets/Fill	Recoat Concrete Cover	Replace Bench Chamber	Recoat Bench Chamber	Internal Chimney Seal	External Chimney Seal	Grout and New Joints	Wet Joints (No Grout)	Curtain Drop	Install Drop	W/C	Special Observations or Notes
1	Moderate	X														
002-68	High		X				X									
002-79	Moderate	X													X	
003-67	Moderate			X												
003-78	Low															
004-66	Moderate			X												
004-109	High	X				X			X							
005-66	High			X							X					X
005-108	Low					X				X						
006-64	Moderate			X						X						
006-107	Low									X						
007-51	Low									X						
007-63	High			X							X					
008-60	High	X					X			X						
008-62	Moderate			X						X						
009-49	Moderate								X							
009-61	High			X												
010-48	Moderate							X								
010-60	Moderate			X											X	
011-47	Moderate			X							X					
011-68	Moderate			X												
012-48	Moderate			X					X							
012-68	Moderate			X							X					
013-45	Moderate								X							
013-57	Moderate			X												
014-44	Low															
014-56	Moderate			X						X						
015-28	Moderate								X							
015-43	Low															
015-65	Moderate			X												
016-25	High	X		X			X							X		
016-42	Low															
016-54	Moderate			X						X						
017-24	Moderate	X		X			X									
017-41	High								X							
017-63	Moderate			X												
018-22	High	X											X			
018-40	Moderate								X							
018-62	High			X									X			
019-20	Severe	X					X						X			
019-21	Severe	X					X						X			
019-39	Low								X							
020-19	Severe	X											X			
020-38	Low								X							
021-18	Low									X						
021-37	High							X								
022-17	Low															
022-36	Moderate	X								X						
023-12	Moderate															X

Appendix C.2: Manhole Rehabilitation Tabular Review  
Village of Berket, IL

Manhole ID	Watermain/Inflow Infiltration	Living	Root Treatment	Replace Frame and Cover	Replace or Repair Frame	Replace Cover	Replace Manhole (Internal)	Repair Manhole (Internal)	Internal Chimney Seal	External Chimney Seal	Grout and Wipe Joints	Wipe Joints (No Grout)	Curb/Ground	Invert Drop	Vic	Special Observations or Repair
023-35	Low								X							
024-11	Low									X						
024-34	Low															
025-33	Low															
025-86	Low															
026-32	High															
026-95	Low					X										
027-31	Low															
027-94	Severe					X										
028-30	Moderate								X							
028-93	High					X										
028-29	High															
028-76	High															
028-77	Severe															
028-92	Severe					X										
30	Severe															
031-27	Moderate															
031-80	High															
032-89	Severe					X										
032-128	High															
033-88	Severe															
033-125	Low															
034-87	High															
034-124	Low															
35	Moderate															
36	Moderate															
37	Moderate															
38	Moderate															
39	Moderate															
40	Moderate															
41	Moderate															
42	Severe															
43	Severe															
45	Low															
46	Moderate															
47	Low															
48	Low															
49	Moderate															
50	Low															
51	High															
52	Low															
53	High															
054-10	Moderate															
054-101	Moderate															
055-9	Moderate															
055-9	Moderate															
055-100	Low															
056-8	High															
058-89	Low															
057-7	Moderate															

**Appendix C.2: Manhole Rehabilitation Tabular Review**  
Village of Berstedt, IL

Manhole ID	Rehabilitation Prioritization Ranking	Living	Root Treatment	Repair Frame and Cover	Align or Reset Frame	Regrout Cover	Repair Bench Channel	Repair Bench Channel	Repair Bench Channel	Internal Chimney Seal	External Chimney Seal	Grout and High-Joins	Wipe Joints (no Grout)	Current Grout	Invert Drop	VIC	Special Observations or Notes
057-08	Low										X						
058-06	Severe					X						X					
058-07	Low										X						
059-05	Moderate					X					X						
059-72	High		X								X	X					
060-04	Severe								X			X					
060-14	High	X										X					
061-02	Moderate					X											
061-15	Severe	X												X			
62	High											X					
63	High													X			
64	High							X						X			
69	Moderate					X				X							
70	Low										X						
71	Severe					X						X					
72	Low																
73	Moderate					X											
74	Moderate					X											
75	High					X						X					
76	High	X				X						X					
77	Low																
78	Severe											X					
79	Low																
80	Low				X												
81	Moderate					X											
86	Moderate		X									X					
87	Low																
88	Low									X							
89	Moderate		X														
90	Low											X				X	
123	Moderate	X														X	
4006	Low																
OBJID35	High										X						
OBJID40	Moderate				X							X					
OBJID49	Severe											X				X	
OBJID64	Low	X															
OBJID530	Moderate					X											

## **ATTACHMENT D**

### **WORKING HOURS**

Except for such work as may be required to properly maintain lights and barricades, no work will be permitted on Sundays, legal holidays, and on weekdays between 7:00 p.m. and 7:00 a.m. On Saturdays, no work shall begin before 9:00 a.m. or proceed after 5:00 p.m. without specific permission of Owner's Village Engineer.

### **CONSTRUCTION NOISE RESTRICTION**

All engines and engine driven equipment used for construction or for hauling shall be equipped with an adequate muffler in constant operation and properly maintained to prevent excessive or unusual noise.

### **WATER USE AND HYDRANT METER RENTAL**

The CONTRACTOR must contact the OWNER before the bid to find out the rules, regulations and procedures of the OWNER for using municipal water hydrants. The CONTRACTOR shall either provide an approved water meter for the project or request use of a water meter from the OWNER for use in reporting water usage for the project.

It is the responsibility of the CONTRACTOR to find out from the OWNER any project specific information regarding the water meter rental, reporting, billing, and expense information. Before the issuance of a meter, the CONTRACTOR may be required to have their water vehicle inspected and tested by the OWNER. The CONTRACTOR'S vehicle must have a fixed air gap, or one fabricated, in order to pass inspection. The OWNER must be contacted in order to schedule this inspection. Only hydrant wrenches approved by the OWNER shall be used when securing water from hydrants.

The location of approved hydrants to be accessed for water usage will be determined by the OWNER. The CONTRACTOR must contact the OWNER in order to determine the closest approved hydrant to the project site. Under no circumstance shall water be obtained from an unapproved hydrant or facility without the OWNER's consent. Determination of available hydrants is encouraged before bidding. The cost to comply with these restrictions shall be at no additional expense to the OWNER or contract.

The CONTRACTOR shall be held responsible for any and all damages to the water system and appurtenances during its use including and not limited to water pipes, valves, hydrants, water meters, public and private property. The OWNER will return a meter deposit upon the return of the water meter in satisfactory condition. The OWNER will not make final payment until the water meter has been returned in satisfactory condition.

### **CERTIFICATION OF MATERIALS**

The OWNER shall be furnished with a list of sources of materials before materials are shipped so materials can be inspected before shipping, if desired. All materials shall be subject to inspection at the source and at the job site. The OWNER may reject any materials at either location. All materials incorporated in this project shall be new materials from the approved OWNER material list unless specifically called out elsewhere in the Contract



Documents for this project and approved by the OWNER in writing. Use of existing material or recycled materials shall not be permitted without the written consent of the OWNER. The CONTRACTOR shall furnish the OWNER with the manufacturer's certificates for all materials supplied to the project except those specifications exempted by the OWNER.

### **SUBMITTALS**

The CONTRACTOR shall provide complete copies of required submittals as follows:

1. Construction progress schedule:
  - a. Two copies of initial schedule
  - b. Two copies of any revision
2. Traffic Control Plan
  - a. Three copies
3. Shop drawings: three copies.
  - a. Internal chimney seal
  - b. Manhole Grouting material data sheet
4. Other required submittals:
  - a. Three copies if required for review
  - b. Two copies if required for record

Deliver required copies of submittals to the OWNER.

### **CATALOGS**

Each Bidder shall submit when necessary, or when requested by the OWNER, catalogs, descriptive literature and detailed drawings fully detailing features, designs, construction, finishes, operational manuals and the like not covered in the Specifications, necessary to fully illustrate and describe the material or Work proposed to be furnished. When equipment requires installation, the successful Bidder shall submit detailed shop drawings to the OWNER for approval. Drawings shall show the characteristics of equipment and installation details.

### **SAMPLES**

Samples, if required, must be furnished free of expense to the Village on or before date specified; if not destroyed in examination, they will be returned to Bidder, if requested, at his expense. Each sample must be marked with Bidder's name, address, subject of proposal, date, and time of bid opening. DO NOT ENCLOSE IN OR ATTACH BID TO SAMPLE.

### **DELIVERIES**

If required or allowed, all materials shipped to the Village of Bartlett must be shipped F.O.B. delivered, designated location, Bartlett, Illinois. If delivery is made by truck, arrangements must be made in advance by the successful Bidder in order that the Village may arrange for receipt of the materials. The materials must then be delivered where directed and may be required to be inside delivery. Truck deliveries will be accepted between 8:00 a.m. and 3:00 p.m. on weekdays only. No deliveries will be accepted on Saturdays, Sundays, or holidays.

### **SPECIAL HANDLING**

Prior to delivery of any product which is caustic, corrosive, flammable or dangerous to handle, the supplier will provide written directions as to methods of handling such products, as well as the antidote or neutralizing material required for its first aid before delivery. Supplier shall also notify the Village and provide material safety data sheets for all substances used in connection with this Contract which are defined as toxic under the Illinois Toxic Substances Disclosure to Employees Act. Failure or delay in providing data sheets may result in disqualification of your offer.

### **PRICES**

Unit prices shall be shown for each unit on which there is a Bid and shall include all packaging, crating, freight and shipping charges and cost of unloading supplies at destination unless otherwise stated in the Bid Proposal.

### **SPECIAL NOTE**

The Village of Bartlett reserves the sole right to extend the terms and conditions of this contract for a period up to two additional years with the written consent of the contract



# Agenda Item Executive Summary

Item Name      Engineering Services Agreement with  
Engineering Enterprises, Inc. for Devon Excess  
Flow Facility Improvements      Committee  
or Board      Board

## BUDGET IMPACT

Amount:	\$442,444	Budgeted	\$500,000
List what fund	Sewer Fund		

## EXECUTIVE SUMMARY

As you are aware, we have been working with MWRD to have them take all of the Village's Cook County sanitary service area flow rather than us utilizing the Devon Excess Flow Facility. We are working with MWRD to enter into a new IGA that will require us to rehabilitate their lift station at Devon & Berteau and construct 4 MG of storage at our site. This will enable us to remove the Devon Excess Flow Facility and thereby eliminate our discharge permit with the IEPA. We have been working with Engineering Enterprises, Inc. (EEI) to resolve the issues at the Devon Excess Flow Facility and now need them to design the improvements at the MWRD Lift Station and the 4 MG storage facility at the Devon site. The attached agreement will allow us to stay on schedule with the IEPA.

## ATTACHMENTS (PLEASE LIST)

Memo, Agreement w/ Attachments, Resolution

## ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

**MOTION:** I move the Village Board approve Resolution 2018 - \_\_\_\_\_, a Resolution Approving of the Agreement for Professional Engineering Services Between the Village of Bartlett and Engineering Enterprises, Inc.

Staff:              Dan Dinges, Director of Public Works              Date:              11/26/18

# Memo

DATE: November 26, 2018

TO: Paula Schumacher  
Village Administrator

FROM: Dan Dinges, PE  
Director of Public Works

SUBJECT: Engineering Enterprises Inc. Engineering Service Agreement

As you are aware, we have been working with MWRD to have them take all of the Village's Cook County sanitary service area flow rather than us utilizing the Devon Excess Flow Facility. We are working with MWRD to enter into a new IGA that will require us to rehabilitate their lift station at Devon & Berteau and construct 4 MG of storage at our site. This will enable us to remove the Devon Excess Flow Facility and thereby eliminate our discharge permit with the IEPA. We have been working with Engineering Enterprises, Inc. (EEI) to resolve the issues at the Devon Excess Flow Facility and now need them to design the improvements at the MWRD Lift Station and the 4 MG storage facility at the Devon site. The attached agreement will allow us to stay on schedule with the IEPA.

We recommend that the Village Board approve the agreement with EEI.

**MOTION:** I move the Village Board approve Resolution 2018 - \_\_\_\_\_, a Resolution Approving of the Agreement for Professional Engineering Services Between the Village of Bartlett and Engineering Enterprises, Inc.

**RESOLUTION 2018 - \_\_\_\_\_**

**A RESOLUTION APPROVING OF THE AGREEMENT FOR PROFESSIONAL  
ENGINEERING SERVICES BETWEEN THE VILLAGE OF BARTLETT AND  
ENGINEERING ENTERPRISES, INC.**

---

**BE IT RESOLVED** by the President and Board of Trustees of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, as follows:

**SECTION ONE:** The Agreement for Professional Engineering Services between the Village of Bartlett and Engineering Enterprises, Inc. dated \_\_\_\_\_, 2018, (the "Agreement"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

**SECTION TWO:** That the Village President and the Village Clerk are hereby authorized and directed to sign and attest, respectively, the Listing Extension Agreement on behalf of the Village of Bartlett.

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

\_\_\_\_\_  
Kevin Wallace, Village President

ATTEST:

\_\_\_\_\_  
Lorna Giless, Village Clerk

#### CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2018 - \_\_\_\_\_ enacted on \_\_\_\_\_, 2018, and approved on \_\_\_\_\_, 2018, as the same appears from the official records of the Village of Bartlett.

\_\_\_\_\_  
Lorna Giless, Village Clerk



November 26, 2018

Mr. Daniel Dinges, P.E.  
Director of Public Works  
Village of Bartlett  
228 South Main Street  
Bartlett, IL 60103

**Re: *Devon/Berteau (MWRDGC) Lift Station Rehabilitation & 4 MG Equalization Basin  
Village of Bartlett, DuPage, Cook & Kane Cos., Illinois***

Dear Dan:

Enclosed for your review and consideration are two copies of our proposed agreement for the Devon/Berteau (MWRDGC) Lift Station Rehabilitation & 4 MG Equalization Basin. We are excited to work with you, other Village Staff and the Village's elected officials on this project.

The attached agreement includes a detailed scope of services, estimate of level of effort and associated cost and schedule for the project. We are proposing to provide our professional design engineering services for all services for a not-to-exceed amount of \$442,444.

The Summary of Compensation for Professional Engineering Services also segregates the fees Devon/Berteau (MWRDGC) Lift Station Rehabilitation and the 4 MG Equalization Basin. The former ("Contract A") includes all work associated with design of the Devon/Berteau Lift Station, Devon/Dupage Lift Station, new valve and meter vault, and all interconnecting gravity sewer and force main between the lift stations and Equalization Basin, and the subtotal for this work is \$271,040. "Contract B" includes design engineering for only the 4 MG Equalization Basin and the subtotal for this work is \$171,404.

We are proposing to conduct a project initiation meeting and progress review meetings throughout the project, where we will present our progress and discuss the evaluation with you and other Village staff.

Mr. Daniel Dinges, P.E.  
November 26, 2018  
Page 2

Our proposed schedule for the project is enclosed in the Agreement package as "Attachment B". The NPDES permit for the Excess Flow Facility expires in September 2020. The critical path item is bidding and contracting for the 4 MG Equalization Basin. The sequence of construction requires the 4 MG Equalization Basin to be complete prior to the lift stations and underground piping work. There is a 7-month window for the contractor to complete the Equalization Basin work with a deadline of December 1<sup>st</sup>. Therefore, the target is to be under Contract with the Equalization Basin contractor by early May 2019.

If you have any questions or require any additional information, please do not hesitate to contact us.

Respectfully submitted,

ENGINEERING ENTERPRISES, INC.



Jeffrey W. Freeman, P.E., CFM, LEED AP  
Vice President

JWF/std

Enclosure

pc: STD, DMT – EEI (Via E-mail)



## **AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES**

This Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Village of Bartlett, Cook, DuPage, and Kane Cos. Illinois, hereafter referred to as the OWNER, and Engineering Enterprises, Inc., Sugar Grove, Illinois hereinafter referred to as the ENGINEER:

The OWNER intends to construct the DEVON/BERTEAU (MWRDGC) LIFT STATION REHABILITATION & 4 MG EQUALIZATION BASIN, in the Village of Bartlett, Cook, DuPage, and Kane Cos., State of Illinois for which the ENGINEER agrees to perform the various professional engineering services for the design and permitting of said improvements.

### **WITNESSETH:**

That for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed:

### **SECTION A - PROFESSIONAL DESIGN ENGINEERING SERVICES**

The ENGINEER shall furnish professional design engineering as follows:

1. The ENGINEER will attend conferences/meetings with the OWNER, as identified in Attachment A: Summary of Compensation for Professional Engineering Services - Devon/Berteau (MWRDGC) Lift Station Rehabilitation & 4 MG Equalization Basin" dated November 26, 2018, along with associated Attachment A.1 for "Contract A: Devon/Berteau (MWRDGC) Lift Station Rehabilitation – Design" and Attachment A.2 for "Contract B: 4.0 MG Ground Storage (Equalization) Tank – Design", each dated November 26, 2018. Additional meetings shall be provided in accordance with Section D.
2. The ENGINEER will perform the necessary design surveys, accomplish the detailed design of the project, prepare construction drawings, specifications and contract documents, and prepare a final cost estimate based on final design for the entire system. It is also understood that if subsurface explorations (such as borings, soil tests, rock soundings, test wells and the like) are required, the ENGINEER will contract for and provide said explorations as part of the proposed lump sum fee.

**(Section A – Continued)**

- (a) The design shall be based on scope identified on the Engineer's Opinion of Probable Construction Cost for the Devon Excess Flow Facility Evaluation (Table No. 1) – Alternative 5A: Major MWRDGC Lift Station Upgrades and 4.0 MG Ground Storage Tank at Devon Facility Site and Devon/DuPage Lift Station Rehabilitation, dated November 20, 2018. The design scope is further defined in Attachment A: Summary of Compensation for Professional Engineering Services - Devon/Berteau (MWRDGC) Lift Station Rehabilitation & 4 MG Equalization Basin" dated November 26, 2018, along with associated Attachment A.1 for "Contract A: Devon/Berteau (MWRDGC) Lift Station Rehabilitation – Design" and Attachment A.2 for "Contract B: 4.0 MG Ground Storage (Equalization) Tank – Design", each dated November 26, 2018. Additional design process or site evaluation(s) shall be provided in accordance with Section D.
3. The contract documents furnished by the ENGINEER under Section A.2 shall utilize IEPA endorsed construction contract documents, including Supplemental General Conditions, Contract Change Orders, and partial payment estimates as approved or modified by the Village Attorney.
  4. Prior to the advertisement for bids, the ENGINEER will provide for each construction contract, not to exceed 10 copies of detailed drawings, specifications, and contract documents for use by the OWNER, appropriate Federal, State, and local agencies from whom approval of the project must be obtained. The cost of such drawings, specifications, and contract documents shall be included in the basic compensation paid to the ENGINEER.
  5. The ENGINEER will furnish additional copies of the drawings, specifications and contract documents as required by prospective bidders, material suppliers, and other interested parties, but may charge them for the reasonable cost of such copies. Upon award of each contract, the ENGINEER will furnish to the OWNER five sets of the drawings, specifications and contract documents for execution. The cost of these sets shall be included in the basic compensation paid to the ENGINEER. Original documents, survey notes, tracings, and the like, except those furnished to the ENGINEER by the OWNER, are and shall remain the property of the ENGINEER.
  6. The drawings prepared by the ENGINEER under the provisions of Section A.2 above shall be in sufficient detail to permit the actual location of the proposed improvements on the ground. The ENGINEER shall prepare and furnish to the OWNER without any additional compensation, three copies of map(s) showing the general location of needed construction easements and permanent easements and the land to be acquired. Property surveys, property plats, property descriptions, abstracting and negotiations for land rights shall be accomplished by the OWNER, unless the OWNER requests, and the ENGINEER agrees to

**(Section A – Continued)**

provide those services. In the event the ENGINEER is requested to provide such services, the ENGINEER shall be additionally compensated as set out in Section D hereof.

7. The ENGINEER will prepare the required permit applications and will facilitate IEPA review and permit approval for the project.
8. The ENGINEER will attend the bid opening and tabulate the bid proposal, make an analysis of the bids, and make recommendations for awarding contracts for construction.
9. The ENGINEER further agrees to obtain and maintain, at the ENGINEER's expense, such insurance as will protect the ENGINEER from claims under the Workman's Compensation Act and such comprehensive general liability insurance, automobile liability insurance, employer's liability insurance, excess liability insurance and professional liability insurance as will protect the OWNER and the ENGINEER from all claims for bodily injury, death, or property damage which may arise from the performance by the ENGINEER or by the ENGINEER's employees of the ENGINEER's functions and services required under this Agreement with types of insurance coverages and amounts not less than as set forth on Attachment D.
10. The ENGINEER will complete the Final Design, specifications and contract documents and submit for approval of the OWNER, and all State regulatory agencies to meet the project schedule as summarized in Attachment B: "Implementation Schedule - Devon/Berteau (MWRDGC) Lift Station Rehabilitation & 4 MG Equalization Basin" dated November 26, 2018.

If the above is not accomplished within the time period specified, this Agreement may be terminated by the OWNER. The time for completion may be extended by the OWNER for a reasonable time if completion is delayed due to unforeseeable cases beyond the control and without the fault or negligence of the ENGINEER.

**SECTION B – NOT USED**

**SECTION C – COMPENSATION FOR ENGINEERING SERVICES**

1. The OWNER shall compensate the ENGINEER for the professional design engineering services (Design Engineering) for the not-to-exceed amount of Four Hundred Forty Two Thousand Four Hundred Forty Four Dollars (\$442,444) as summarized in Attachment A: "Summary of Compensation for Professional Engineering Services - Devon/Berteau (MWRDGC) Lift Station Rehabilitation & 4 MG Equalization Basin" dated November 26, 2018, along with associated Attachment A.1 for "Contract A: Devon/Berteau

**(Section C – Continued)**

(MWRDGC) Lift Station Rehabilitation – Design” and Attachment A.2 for “Contract B: 4.0 MG Ground Storage (Equalization) Tank – Design”, each dated November 26, 2018.

- (a) The compensation for the Design Engineering services shall be payable as follows:
  - (i) A sum which does not exceed ninety percent (90%) of the total compensation payable under Section C-1 shall be paid in monthly increments for work actually completed and invoiced, for the preparation and submission to the OWNER and/or IEPA of the construction drawings, specifications, cost estimates and contract documents.
  - (ii) A sum which, together with the compensation paid pursuant to Section C-1(a)(i) above, equals one hundred percent (100%) of the total compensation due and payable in accord with Section C-1 above, shall be due immediately after all applicable construction permits have been issued.

2. The compensation for any additional engineering services authorized by the OWNER pursuant to Section D shall be payable as follows:

- (a) A sum which equals any charges for work actually completed and invoiced shall be paid at least once per month.

**SECTION D – ADDITIONAL ENGINEERING SERVICES**

In addition to the foregoing being performed, the following services may be provided UPON PRIOR WRITTEN AUTHORIZATION OF THE OWNER.

1. Laboratory tests, well tests, test wells, specialized geological soils, hydraulic, or other studies recommended by the ENGINEER.
2. Property surveys, detailed description of sites, maps, drawings, or estimates related thereto; assistance in negotiating for land and easement rights.
3. Necessary data and filing maps for litigation, such as condemnation.
4. Redesigns ordered by the OWNER after final plans have been accepted by the OWNER and IEPA.

***(Section D – Continued)***

5. Appearances before courts or boards on matters of litigation or hearings related to the project. Notwithstanding the above, Owner shall have no obligation to pay for said services should said litigation, hearing or arbitration have been brought on account of ENGINEER's negligent acts.
6. Preparation of environmental impact assessments or environmental impact statements.
7. Making drawings from field measurements of existing facilities when required for planning additions or alterations thereto.
8. Services due to changes in the scope of the Project or its design, including but not limited to, changes in size, complexity, schedule or character of construction.
9. Revising studies or reports which have previously been approved by the OWNER, or when revisions are due to cases beyond the control of the ENGINEER.
10. Preparation of design documents for alternate bids where major changes require additional documents. Major changes shall be generally defined as alternate bids that would require additional design documentation within the plan set (i.e. additional plan views, section views and/or details).
11. Preparation of detailed renderings, exhibits or scale models for the Project.
12. Providing special analysis of the OWNER's needs such as owning and operating analysis, plan for operation and maintenance, OWNER's special operating drawings or charts, and any other similar analysis.
13. The preparation of feasibility studies, appraisals and evaluations, detailed quantity surveys of material and labor, and material audits or inventories by the OWNER.
14. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) defective or incomplete work of the Contractor, and/or (3) the Contractor's default on the Construction Contract due to delinquency or insolvency.
15. Providing design services relating to future facilities, systems and equipment which are not intended to be constructed or operated as a part of the Project.

**(Section D – Continued)**

16. Providing services specifically noted as “excluded” in Attachment A: “Summary of Compensation for Professional Engineering Services - Devon/Berteau (MWRDGC) Lift Station Rehabilitation & 4 MG Equalization Basin” dated November 26, 2018, along with associated Attachment A.1 for “Contract A: Devon/Berteau (MWRDGC) Lift Station Rehabilitation – Design” and Attachment A.2 for “Contract B: 4.0 MG Ground Storage (Equalization) Tank – Design”, each dated November 26, 2018
17. Providing other services not otherwise provided for in this Agreement, including services normally furnished by the OWNER as described in Section F – SPECIAL PROVISIONS – Owner’s Responsibilities.

Payment for the services specified in this Section D shall be as agreed in writing between the OWNER and the ENGINEER prior to commencement of the work. The ENGINEER will render to OWNER for such services an itemized bill, separate from any other billing, once each month, for compensation for services performed hereunder during such period, the same to be due and payable by OWNER to the ENGINEER 30 days after the bill has been received and approved.

**SECTION E - INTEREST ON UNPAID SUMS**

OWNER shall make all payments to ENGINEER in accord with the requirements of the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., including but not limited to the penalty provisions contained therein.

**SECTION F - SPECIAL PROVISIONS**

1. OWNER’S RESPONSIBILITIES:
  - (a) Provide to the ENGINEER all criteria, design and construction standards and full information as to the OWNER’s requirements for the Project.
  - (b) Designate a person authorized to act as the OWNER’s representative. The OWNER or his representative shall receive and examine documents submitted by the ENGINEER, interpret and define the OWNER’s policies and render decisions and authorizations in writing promptly to prevent unreasonable delay in the progress of the ENGINEER’s services.
  - (c) Furnish laboratory tests, air and water pollution tests, reports and inspections of samples, materials or other items required by law or by governmental authorities having jurisdiction over this Project, or as recommended by the ENGINEER.

**(Section F – Continued)**

- (d) Provide legal, accounting, right-of-way acquisition and insurance counseling services necessary for the Project, legal review of the construction Contract Documents, and such auditing services as the OWNER may require to account for expenditures of sums paid to the Contractor.
  - (e) Furnish above services at the OWNER's expense and in such manner that the ENGINEER may rely upon them in the performance of his services under this Agreement and in accordance with the Project timetable.
  - (f) In the event that the OWNER shall bring any suit, cause of action or counterclaim against the ENGINEER, to the extent that the ENGINEER shall substantially prevail, the party initiating such action shall pay to the ENGINEER the cost and expenses incurred to answer and/or defend such action, including reasonable attorney fees and court costs. In the event that the ENGINEER shall bring any suit, cause of action or counterclaim against the OWNER, to the extent that the OWNER shall substantially prevail, the party initiating such action shall pay to the OWNER the cost and expenses incurred to answer and/or defend such action, including reasonable attorney fees and court costs. In no event shall the ENGINEER or OWNER indemnify any other party for the consequences of that party's negligence, including failure to follow that party's recommendations and direction. In the event a party does not substantially prevail against the other, each party shall pay its own costs, expenses and reasonable attorney fees.
  - (g) Guarantee full and free access for the ENGINEER to enter upon all property required for the performance of the ENGINEER's services under this Agreement.
  - (h) Give prompt written notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of any defect in the Project or other event which may substantially affect the ENGINEER's performance of services under this Agreement.
  - (i) Protect and preserve all survey stakes and markers placed at the project site prior to the assumption of this responsibility by the Contractor and bear all costs of replacing stakes or markers damaged or removed during said time interval.
2. All original documents, including but not limited to ideas, designs, drawings and specifications, are to remain the property of the ENGINEER, however, the ENGINEER shall provide signed duplicate originals of same to the OWNER. Modifications of any signed duplicate original document not authorized by

**(Section F – Continued)**

ENGINEER will be at OWNER's sole risk and without legal liability to the ENGINEER. Use of any incomplete, unsigned document will, likewise, be at the OWNER's sole risk and without legal liability to the ENGINEER.

3. Delegation of Duties - Neither the OWNER nor the ENGINEER shall delegate his duties under this Agreement without the written consent of the other.
4. Extent of Agreement - This Agreement represents the entire and integrated Agreement between the OWNER and the ENGINEER and supersedes all prior negotiations, representations or agreement, either written or oral. This Agreement may be amended only by written instrument signed by the OWNER and the ENGINEER.
5. Governing Law - Unless otherwise specified within this Agreement, this Agreement shall be governed by the law of the State of Illinois. The exclusive venue for the bringing of any action concerning this Agreement shall be the Circuit Court of Cook County, Illinois.
6. In the event any provisions of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties.
7. The ENGINEER has not been retained or compensated to provide design services relating to the Contractor's safety precautions or to means, methods, techniques, sequences, or procedures required by the Contractor to perform his work but not relating to the final or completed structure; omitted services include but are not limited to shoring, scaffolding, underpinning, temporary retainment of excavations and any erection methods and temporary bracing.
8. The ENGINEER shall render his services under this Agreement in accordance with generally accepted professional practices for the intended use of the Project.
9. Since the ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s) methods of determining prices, or over competitive bidding or market conditions, his opinions of probable Project Costs and Construction Costs provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but the ENGINEER cannot and does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of



**(Section F – Continued)**

probable cost prepared by him. If prior to the bidding or negotiating phase OWNER wishes greater assurance as to project or construction costs he shall employ an independent cost estimator.

10. TERMINATION

- (a) Should the OWNER decide to abandon, discontinue, or terminate the Project at any stage of development, the ENGINEER shall receive seven (7) days written notice and be compensated for their services through the appropriate fee schedule provided for in the Agreement to date of abandonment, discontinuance or termination.
- (b) In the event the project is delayed for causes beyond the control of the ENGINEER for a period of six months or more, the ENGINEER shall be paid for his services to the beginning of the delay on the basis of actual cost– “actual cost” being defined as material costs plus actual payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expense will be reimbursed to the ENGINEER at his actual cost.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate on the respective dates indicated below.

(SEAL) OWNER: Village of Bartlett  
By \_\_\_\_\_

ATTEST \_\_\_\_\_ Print Name Kevin Wallace  
Print Name Lorna Giles Title Village President  
Title Village Clerk Date \_\_\_\_\_

(SEAL) ENGINEER: Engineering Enterprises, Inc.  
By Jeffrey W. Freeman  
ATTEST Angie Smith Print Name Jeffrey W. Freeman, P.E., CFM, LEED AP  
Print Name Angie Smith Title Vice President  
Title Administrative Assistant Date 11/26/18



**ATTACHMENT A: SUMMARY OF COMPENSATION FOR  
PROFESSIONAL ENGINEERING SERVICES**  
DEVON/BERTEAU (MWRDGC) LIFT STATION REHABILITATION & 4 MG EQUALIZATION BASIN  
Village of Bartlett, IL  
November 28, 2018

WORK ITEM NO.	WORK ITEM	ENTITY:		ENGINEERING			SURVEYING			DRAFTING			WORK ITEM HOUR SUMM.	DIRECT EXPENSES	COST PER ITEM		
		PROJECT ROLE	HOURLY RATE	PRINCIPAL IN CHARGE	SENIOR PROJECT ENGINEER	SENIOR PROJECT ENGINEER	SENIOR PROJECT ENGINEER	PROJECT MANAGER	PROJECT MANAGER	SENIOR PROJECT TECH II	SENIOR PROJECT TECH I	CAD MANAGER				ADMIN.	ADMIN.
A	DEVON/BERTEAU (MWRDGC) LIFT STATION REHABILITATION - DESIGN		44	268	140	140	160	482	40	28	16	28	16	14	1,340	\$ 57,250	\$ 271,040
B	4 MG EQUALIZATION BASIN - DESIGN		24	172	36	36	266	-	180	8	16	12	116	20	850	\$ 35,500	\$ 171,404
<b>Design Engineering Total:</b>			<b>68</b>	<b>440</b>	<b>176</b>	<b>176</b>	<b>266</b>	<b>482</b>	<b>220</b>	<b>36</b>	<b>32</b>	<b>40</b>	<b>132</b>	<b>34</b>	<b>2,190</b>	<b>\$ 92,750</b>	<b>\$ 442,444</b>

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\*\*WITH RTS OR GPS



**ATTACHMENT A.1: SUMMARY OF COMPENSATION FOR  
PROFESSIONAL ENGINEERING SERVICES**

CONTRACT A: DEVONBERTEAU (MWRDGC) LIFT STATION REHABILITATION - DESIGN  
Village of Bartlett, IL  
November 26, 2018

WORK ITEM NO.	WORK ITEM	ENTITY: PROJECT ROLE:	PRINCIPAL IN CHARGE		ENGINEERING		SURVEYING		DRAFTING		WORK ITEM HOUR SUMM.	COST PER ITEM
			HOURLY RATE:	\$197	SENIOR PROJECT MANAGER	\$173	SENIOR PROJECT ENGINEER I	\$749	PROJECT MANAGER	\$173		
<b>DESIGN PHASE</b>												
2.01	Project Administration		8	12							20	\$ 3,868
2.02	Project initiation Meeting with Village Staff			8							8	\$ 1,528
2.03	Progress Meetings w/ Village Staff (2)		8	12	8	16					44	\$ 7,636
2.04	Progress Meetings w/ MWRDGC Staff (2)		8	12	8	16					44	\$ 7,636
2.05	Devon/Berteau Lift Station Rehabilitation Design		8	80		180	20	8	8	80	396	\$ 62,164
2.06	Devon/DuPage Lift Station & Facility Rehab & Flow Control Vault Design		2	40	40	40	4	4	4	40	142	\$ 22,666
2.07	Force-main and Gravity Sewer Design		4	24	96	12	16	8	8	80	360	\$ 57,272
2.08	Prepare and Submit IEPA Construction Permit Applications			6	4	12					22	\$ 3,626
2.09	Complete Plans and Specifications to 100%		2	24	12	40				40	118	\$ 18,494
2.10	Prepare 100% Engineer's Opinion of Probable Construction Cost		2	12	8	20					42	\$ 7,050
2.11	Prepare Final Bid Documents and Advertise for Bid		1	4	4	4				16	4	\$ 4,029
2.12	Attend Pre-Bid Meeting			6	6						12	\$ 2,040
2.13	Respond to Bidding Inquiries			16	4	32					54	\$ 8,656
2.14	Maintain Bidders List, Coordinate Addendal(s) and Distribution			4	4	12				8	4	\$ 3,928
2.15	Assist Village in Review of Bids and Prepare Bid Tabulation/Award		1	8	8	8				4	21	\$ 3,197
<b>Design Subtotal:</b>			<b>44</b>	<b>268</b>	<b>140</b>	<b>482</b>	<b>40</b>	<b>28</b>	<b>16</b>	<b>284</b>	<b>14</b>	<b>\$ 213,790</b>

DIRECT EXPENSES	
Printing =	\$ 750
Elect./SCADA Design (Archer) =	\$ 27,000
HVAC & Plumbing Design (Archer) =	\$ 3,000
Structural Design (HTE) =	\$ 6,500
Geotechnical Design (Rubino) =	\$ 20,000
<b>DIRECT EXPENSES =</b>	<b>\$ 57,250</b>

LABOR SUMMARY	
Engineering Expenses =	\$ 161,374
Surveying Expenses =	\$ 12,884
Drafting Expenses =	\$ 38,552
Administrative Expenses =	\$ 980
<b>TOTAL LABOR EXPENSES =</b>	<b>\$ 213,790</b>
<b>TOTAL EXPENSES =</b>	<b>\$ 271,040</b>

- Notes:
- Includes Devon/Berteau (MWRDGC) and Devon/DuPage (Village) lift stations rehabilitation, force main to EQ basin and gravity sewer line from EQ basin to lift station, flow control vault at Devon/DuPage Lift Station
  - Any Village Building Permits to be coordinated by Village Staff
  - Does not include materials testing during construction (by Village or Contractor)
  - No Hardwire Telecommunications Service (Use Radio for SCADA Communications)
  - Geotechnical Design Includes CCDD Investigations and Testing
  - Property and Easement Acquisition Coordination (Exclude)
  - Floodplain and Wetlands Scope Inclusions and Exclusions Noted in Attachment A.3
  - Landscape Architecture (Exclude)
  - Project Initiation Meeting Combined with 4 MG EQ Basin Project Initiation Meeting



Engineering Enterprises, Inc.

**ATTACHMENT A.2: SUMMARY OF COMPENSATION FOR PROFESSIONAL ENGINEERING SERVICES**

CONTRACT B. 4.0 MG GROUND STORAGE (EQUALIZATION) TANK - DESIGN  
Village of Barrlett, IL  
November 26, 2018

WORK ITEM NO.	WORK ITEM DESCRIPTION	ENTITY: PROJECT ROLE: HOURLY RATE	ENGINEERING				SURVEYING			DRAWING			ADMIN. \$70	WORK ITEM HOUR SUMM.	COST PER ITEM
			PRINCIPAL IN CHARGE \$197	SENIOR PROJECT MANAGER \$191	PROJECT MANAGER \$173	SENIOR PROJECT ENGINEER \$166	PROJECT ENGINEER \$137	PROJECT MANAGER \$173	SENIOR PROJECT TECH I \$166	SENIOR PROJECT TECH II \$166	CAD MANAGER \$149	SENIOR PROJECT TECH I \$137			
2.01	Project Administration		6	8										14	\$ 2,710
2.02	Project Initiation and Progress Meetings w/ Village Staff (3 Total)		9	12		8								28	\$ 5,345
2.03	Conduct Site and Topographical Survey							8		12				32	\$ 5,595
2.04	Coordinate Soil Borings and Soils Report (Geotechnical Engineering)			4		6	4							14	\$ 2,272
2.05	Conduct Site Visits (2) - Pre and Post Design			6		6	6							18	\$ 2,928
2.06	Coordinate Wetland Delineation			2		4	2							10	\$ 1,692
2.07	Site Plan Development		1	6		16								39	\$ 6,287
2.08	Permits/Sign-offs - GST and Underground Piping														\$ -
	IDNR - EocCAT Sign-off						1	2						3	\$ 434
	IDNR - Historic Sign-off						1	2						3	\$ 434
	DuPage County - Stormwater Permitting (Floodplain)			4		32	24	24						80	\$ 14,322
	Village Special Use Public Outreach/Hearing Coordination			8			4							12	\$ 2,168
2.09	Electrical/ComED Coordination			4			6							10	\$ 1,724
2.10	Facilitate Washdown System Design with Vendors		2	20		40	16							82	\$ 13,402
2.11	Prepare Rendering (1) and Facilitate Discussion with Village			2		4								14	\$ 2,214
2.12	Prepare 30% Complete Drawings and Specifications			16		24	8							72	\$ 11,568
2.13	Prepare 60% Complete Drawings and Specifications			16		24	20							86	\$ 13,606
2.14	Prepare 95% Complete Drawings and Specifications			16		24	20							85	\$ 13,409
2.15	Prepare and Submit LEPA Permit Applications		1	4		6	12							25	\$ 3,705
2.16	Prepare 95% Engineer's Opinion of Probable Construction Cost			4		6	16							28	\$ 4,236
2.17	Coordinate Structural Design Review														\$ -
2.18	Electrical and SCADA Integration Design Coordination			4		4	4							12	\$ 1,952
2.19	Facilitate Review and Updates to Allow for Open Bidding			4		12	12							28	\$ 4,328
2.20	Complete Plans and Specifications to 100%			4		8	8							34	\$ 4,910
2.21	Prepare 100% Engineer's Opinion of Probable Construction Cost		1	2		4	4							11	\$ 1,767
2.22	Prepare Final Bid Documents and Advertise for Bid			2			4							10	\$ 1,302
2.23	Attend Pre-Bid Meeting			4		6	4							14	\$ 2,272
2.24	Respond to Bidding Inquiries			8		8	12							30	\$ 4,592
2.25	Maintain Bidders List, Coordinate Address(es) and Distribution			4		4	4							14	\$ 1,982
2.26	Prepare LEPA - Notice of Intent			2		2	2							7	\$ 1,046
2.27	Prepare for and Attend Bid Opening			2		2	6							15	\$ 2,289
2.28	Assist Village in Review of Bids and Prepare Bid Tabulation/Award		1	4		4	4							15	\$ 2,289
	<b>Design Subtotal:</b>		<b>24</b>	<b>172</b>	<b>35</b>	<b>265</b>	<b>180</b>	<b>8</b>	<b>16</b>	<b>12</b>	<b>116</b>	<b>20</b>	<b>850</b>	<b>\$ 135,904</b>	

\*WITH RTS OR GPS

**Notes:**

- Water Main Layout Not Included (Included in LS Rehab)
- Sanitary Sewer Layout Not Included (Included in LS Rehab)
- Kane-DuPage Water and Soil Conservation District - Land Use Opinion (Excluded)
- Village Building Permit (Excluded)
- Property and Easement Acquisition Coordination (Excluded)
- Federal Aviation Administration (FAA) Permitting (Excluded)
- Cook County Stormwater Permitting (Floodplain) (Excluded)
- Army Corps of Engineers Permitting (Excluded)
- Landscape Architecture (Excluded)
- Structural Design and Certification by Tank Manufacturer (Excluded)
- Project Initiation Meeting Combined with Lift Station Rehabilitation Project Initiation Meeting

LABOR SUMMARY	
Engineering Expenses =	\$ 111,028
Surveying Expenses =	\$ 6,192
Drafting Expenses =	\$ 17,284
Administrative Expenses =	\$ 1,400
<b>TOTAL LABOR EXPENSES =</b>	<b>\$ 135,904</b>

DIRECT EXPENSES	
Printing Charges =	\$ 500
Geotech. Design (Rubens) =	\$ 20,000
Elect. & SCADA Design =	\$ 5,000
Structural Design =	\$ -
Architectural Design =	\$ -
Wetland Permitting =	\$ 10,000
<b>DIRECT EXPENSES =</b>	<b>\$ 35,500</b>

TOTAL EXPENSES	
<b>TOTAL EXPENSES =</b>	<b>\$ 171,404</b>



**ATTACHMENT B: IMPLEMENTATION SCHEDULE**  
**DEVON/BERTEAU (MWRDGC) LIFT STATION REHABILITATION**  
**AND 4 MG EQUALIZATION BASIN**  
 Village of Bartlett, IL

11/26/18

ITEM NO.	WORK ITEM	2018			2019			2020								
		O	N	D	J	F	M	A	M	J	J	A	S	O	N	D
<b>CONTRACT A: DEVON/BERTEAU (MWRDGC) LIFT STATION REHABILITATION</b>																
A.1	Meetings															
A.2	Design															
A.3	IEPA Plan Review															
A.4	Bidding & Contracting															
A.5	Construction															
<b>CONTRACT B: 4.0 MG GROUND STORAGE (EQUALIZATION) TANK</b>																
B.1	Meetings															
B.2	Design															
B.3	Floodplain and Wetland Permitting															
B.4	IEPA Plan Review															
B.5	Bidding & Contracting															
B.6	Construction															

G:\Public\Bartlett\2018\BL1802 Devon-Berteau (MWRDGC) Lift Station Rehabilitation\Project Management\PSA\Attachment B - Implementation Schedule.xlsx(Schedule 11-25-18)

**Legend**

	Meeting(s)
	Design Work Item(s)
	Permitting Work Item(s)
	Bidding Work Item(s)
	Construction Work Item(s)



## Standard Schedule of Charges

January 1, 2018

EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	\$202.00
Principal	E-3	\$197.00
Senior Project Manager	E-2	\$191.00
Project Manager	E-1	\$173.00
Senior Project Engineer/Planner/Surveyor II	P-6	\$160.00
Senior Project Engineer/Planner/Surveyor I	P-5	\$149.00
Project Engineer/Planner/Surveyor	P-4	\$137.00
Senior Engineer/Planner/Surveyor	P-3	\$125.00
Engineer/Planner/Surveyor	P-2	\$114.00
Associate Engineer/Planner/Surveyor	P-1	\$103.00
Senior Project Technician II	T-6	\$149.00
Senior Project Technician I	T-5	\$137.00
Project Technician	T-4	\$125.00
Senior Technician	T-3	\$114.00
Technician	T-2	\$103.00
Associate Technician	T-1	\$ 90.00
Engineering/Land Surveying Intern	I-1	\$ 84.00
GIS Technician	G-1	\$ 72.00
Administrative Assistant	A-3	\$ 70.00

### CREW RATES, VEHICLES AND REPROGRAPHICS

1 Man Field Crew with Standard Survey Equipment		\$163.00
2 Man Field Crew with Standard Survey Equipment		\$254.00
1 Man Field Crew with RTS or GPS *		\$202.00
2 Man Field Crew with RTS or GPS *		\$293.00
Vehicle for Construction Observation		\$15.00
In-House Scanning and Reproduction	\$0.25/Sq. Ft. (Black & White) \$1.00/Sq. Ft. (Color)	
Reimbursable Direct Costs & Services by Others	Cost + 10%	

\*RTS = Robotic Total Station / GPS = Global Positioning System

## ATTACHMENT D

### Insurance and Indemnification Requirements

#### I. INSURANCE:

A. Engineer shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Engineer, its agents, representatives, or employees.

B. Minimum Scope and Limit of Insurance.

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
  2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Engineer has no owned autos, Code 8 (hired) and Code 9 (non-owned), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
  3. **Workers' Compensation:** Insurance as required by the State of Illinois with Statutory Limits, and **Employer's Liability** Insurance with limits of no less than **\$500,000** per accident for bodily injury or disease.
  4. **Excess Liability:** Insurance with limits not less than \$5,000,000 each occurrence and \$5,000,000 aggregate.
  5. **Professional Liability** (Errors and Omissions) Insurance appropriate to the Engineer's profession, with limits no less than **\$1,000,000** per occurrence or claim, \$2,000,000 aggregate.
- C. If the Engineer maintains broader coverage and/or higher limits than the minimums shown above, the Owner requires and shall be entitled to the broader coverage and/or higher limits maintained by the Engineer. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Owner.
- D. **Other Insurance Provisions**



The insurance policies are to contain, or be endorsed to contain, the following provisions:

**1. Additional Insured Status**

The Village of Bartlett, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Engineer including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Engineer's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

**2. Primary Coverage**

For any claims related to this contract, the Engineer's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the Owner, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Owner, its officers, officials, employees, or volunteers shall be in excess of the Engineer's insurance and shall not contribute with it.

**3. Notice of Cancellation**

Each insurance policy required above shall state that coverage shall not be cancelled, except with notice to the Owner.

**4. Waiver of Subrogation**

Engineer hereby grants to Owner a waiver of any right to subrogation which any insurer of said Engineer may acquire against the Owner by virtue of the payment of any loss under such insurance. Engineer agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Owner has received a waiver of subrogation endorsement from the insurer.

**5. Self-Insured Retentions**

Self-Insured retentions must be declared to and approved by the Owner. The Owner may require the Engineer to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Owner.

**6. Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the Owner.

**7. Claims Made Policies**

If any of the required policies provide coverage on a claims-made basis:

- a. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
- b. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract work.**
- c. If coverage is canceled or non-renewed, and not **replaced with another claims-made policy form with a Retroactive Date** prior to the contract effective date, the Engineer must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of work.

**8. Verification of Coverage**

Engineer shall furnish the Owner with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Owner before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Engineer's obligation to provide them. The Owner reserves the right to require complete, certified copies of any required insurance policies, including endorsements required by these specifications, at any time.

**9. Subcontractors**

Engineer shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Engineer shall ensure that Owner is an additional insured on insurance required from subcontractors.

**10. Special Risks or Circumstances**

Owner reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**II. INDEMNIFICATION.**

Engineer agrees to indemnify, including the cost to defend, the Owner and its officers, officials, employees, and volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Engineer and its employees or agents in the performance of services under this Agreement for Professional Engineering Services, but this indemnity does not apply to a liability for damages arising from the sole negligence, active negligence, or willful acts of the Owner, and does not apply to any passive negligence of the Owner unless caused at least in part by the Engineer.



**Engineering Enterprises, Inc.**

52 Wheeler Road, Sugar Grove, IL 60554

**TABLE NO. 1**

JOB NO:	BL1603
DESIGNED:	STD/JWF
DATE:	November 20, 2018
PROJECT TITLE:	DEVON EXCESS FLOW FACILITY EVALUATION ALTERNATIVE 5A: MAJOR MWRDGC LIFT STATION UPGRADES, 4.0 MG GROUND STORAGE TANK AT DEVON FACILITY SITE AND DEVON/DUPAGE LIFT STATION REHABILITATION

Engineer's Opinion of Probable Construction Cost					
ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	AMOUNT
<b>MAJOR BERTEAU/DEVON LIFT STATION UPGRADES AND 4.0 MG GST AT DEVON FACILITY SITE</b>					
1	REHABILITATE EXISTING STEEL DRYWELL PUMP STATION (STRUCTURE) <sup>2</sup>	LSUM	1	\$ 65,000	\$ 65,000.00
2	REPLACE EXISTING PUMPS WITH THREE (3) NEW PUMPS WITH 6.7 MGD FIRM CAPACITY <sup>3</sup>	LSUM	1	\$ 90,000	\$ 90,000.00
3	LIFT STATION PIPING, GATES, ETC. REPLACEMENT/REHABILITATION <sup>4</sup>	LSUM	1	\$ 55,000	\$ 55,000.00
4	NEW VAULT WITH TEE AND ISOLATION VALVES AT BERTEAU LS SITE <sup>5</sup>	LSUM	1	\$ 50,000	\$ 50,000.00
5	UPGRADE EXISTING ELECTRICAL SERVICE AND DISTRIBUTION PANEL <sup>6</sup>	LSUM	1	\$ 50,000	\$ 50,000.00
6	ELECTRICAL AND CONTROLS MODIFICATIONS AND REHABILITATION - VFD'S FOR PUMPS <sup>7</sup>	LSUM	1	\$ 100,000	\$ 100,000.00
7	NEW GENERATOR AND ATS <sup>8</sup>	LSUM	1	\$ 80,000	\$ 80,000.00
8	RESTORATION AT LIFT STATION SITE	LSUM	1	\$ 5,000	\$ 5,000.00
9	FLOW EQUALIZATION TANK AT DEVON EXCESS FLOW FACILITY SITE (157' DIA. = ~4 MG) <sup>9</sup>	LSUM	1	\$ 2,595,000	\$ 2,595,000.00
10	EARTHWORK ASSOCIATED WITH FLOW EQUALIZATION TANK <sup>10</sup>	LSUM	1	\$ 211,000	\$ 211,000.00
11	ADDITIONAL TANK FOUNDATION MODIFICATIONS DUE TO GROUNDWATER ELEVATION	LSUM	1	\$ 125,000	\$ 125,000.00
12	TANK FLUSHING/CLEANING SYSTEM, INCLUDING PLUMBING UPGRADES	LSUM	1	\$ 220,000	\$ 220,000.00
13	UNDERGROUND VALVE AND METER VAULT (INCL. SITE WORK, ELEC., & CONTROLS)	LSUM	1	\$ 305,000	\$ 305,000.00
14	VARIOUS UNDERGROUND PIPING MODIFICATIONS AT DEVON EXCESS FLOW FACILITY	LSUM	1	\$ 30,000	\$ 30,000.00
15	FORCEMAIN FROM BERTEAU LS TO DEVON EXCESS FLOW FACILITY, 16" PVC C905 <sup>11</sup>	FT	1,700	\$ 220	\$ 374,000.00
16	DEMO SALT STRUCTURE AND EXISTING ABANDONED UNDERGROUND TANKS	LSUM	1	\$ 80,000	\$ 80,000.00
17	DEMO EXISTING EXCESS FLOW FACILITIES, INCLUDING LIFT STATIONS, TANKS, EQUIP. <sup>12</sup>	LSUM	1	\$ 250,000	\$ 250,000.00
18	RESTORATION AND LANDSCAPING AT DEVON EXCESS FLOW FACILITY	LSUM	1	\$ 20,000	\$ 20,000.00
19	NEW 18-INCH INTERCEPTOR FROM DEVON EQ TANK TO DEVON/BERTEAU INTERSECTION <sup>13</sup>	FT	1,700	\$ 250	\$ 425,000.00
20	DEVON/DUPAGE LIFT STATION REHAB	LSUM	1	\$ 225,000	\$ 225,000.00
SUBTOTAL					\$ 5,355,000.00
CONTINGENCY (10%)					\$ 535,500.00
BONDS & INSURANCE (2%)					\$ 117,900.00
CONTRACTOR OVERHEAD & PROFIT (13%)					\$ 785,800.00
<b>TOTAL ESTIMATED COST OF CONSTRUCTION</b>					<b>\$ 6,775,000.00</b>

**Notes:**

<sup>1</sup>All values are based on 2018 construction costs

<sup>2</sup>Structural Spray-Lining System Over Existing Steel Floors and Walls

<sup>3</sup>Three (3) New Chopper Pumps, Each Rated for 2,325 GPM at 77 ft TDH, 100 HP Motors

<sup>4</sup>Assume Reuse of All Existing 12-Inch Suction Piping to Each Pump and 16-Inch Common Discharge Piping, Plus Associated Wall Sleeves/Piping

<sup>5</sup>New Vault to be Located in Grassy R.O.W. Area South of the Lift Station (Between Devon Ave. and Lift Station)

<sup>6</sup>Assumes Electrical Utility Service Upgrade and Distribution Panel Upgrades Due to Larger Pump Motors

<sup>7</sup>Three (3) 100-HP VFD's with Mechanical Bypasses; Replace Wiring to Motors

<sup>8</sup>New 325 kW Generator with Automatic Transfer Switch

<sup>9</sup>Scope and Cost per Budgetary Estimate from Preload, dated 2/5/2018; Does Not Include Interior Coating System

<sup>10</sup>Assumes Adequate Soil Conditions for Associated Construction and No Issues with CCDD Disposal

<sup>11</sup>5-6 Foot Depth; Pavement Restoration; Traffic Control

<sup>12</sup>Includes Partial Demolition of Structures Onsite (Remove Concrete to Below Grade and Backfill Over Remainder of Structures)

<sup>13</sup>Includes Manholes; 10-15 Foot Depth; Pavement Restoration; Traffic Control



# Agenda Item Executive Summary

Item Name      Schick-Petersdorf Resurfacing STP Phase III      Committee      Board  
Engineering Award      or Board

## BUDGET IMPACT

Amount:	\$90,081	Budgeted	\$103,000
List what fund	STP Grant & MFT Funds		

## EXECUTIVE SUMMARY

The Village of Bartlett was awarded Surface Transportation Program (STP) funds for the resurfacing of Schick Road between Petersdorf Road to just east of Fairfax Lane, and Petersdorf Road between Schick and Army Trail Road, or approximately 1.75 miles of roadway. The project will also include new striping for all lanes.

Per the requirements of the STP funding, Phase III Engineering is required. The Village was required to select a firm utilizing a Qualifications Based Selection (QBS) process. The Village sent out six (6) Requests for Statements of Interest (SOIs), as well as posted the notice to the Village website on October 17, 2018. The SOIs were due November 5, 2018. The Village received six (6) SOIs by interested engineering firms. Staff evaluated the SOIs for the most qualified firm for the project.

After review of the SOIs, Staff recommends awarding Bollinger Lach & Associates (BLA), Inc. for the Schick-Petersdorf Resurfacing STP Phase III Engineering Contract. This firm has conducted similar work in other communities as well as the design for the project.

An agreement between the Village and BLA, Inc. to conduct Phase III engineering services and a Resolution awarding BLA, Inc. the contract for the project are attached for review.

## ATTACHMENTS (PLEASE LIST)

- Memo
- Resolution
- Engineering Agreement

## ACTION REQUESTED

- For Discussion Only
- ✓ Resolution
- Ordinance
- ✓ Motion: **MOVE TO APPROVE RESOLUTION#2018- \_\_\_\_\_-R A RESOLUTION APPROVING OF A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND BLA, INC. FOR THE SCHICK-PETERSDORF RESURFACING PHASE III ENGINEERING**

Staff:              Dan Dinges, Director of Public Works              Date:              11/26/2018

# Memo

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**To:** Paula Schumacher, Village Administrator  
**From:** Dan Dinges, Director of Public Works  
**Subject:** **Schick-Petersdorf Resurfacing STP Phase III Engineering Award**  
**Date:** November 26, 2018

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The Village of Bartlett was awarded Surface Transportation Program (STP) funds for the resurfacing of Schick Road between Petersdorf Road to just east of Fairfax Lane, and Petersdorf Road between Schick and Army Trail Road, or approximately 1.75 miles of roadway. The project will also include new striping for all lanes.

Per the requirements of the STP funding, Phase III Engineering is required. The Village was required to select a firm utilizing a Qualifications Based Selection (QBS) process. The Village sent out six (6) Requests for Statements of Interest (SOIs) as well as posted the notice to the Village website on October 17, 2018. The SOIs were due November 5, 2018 by 3:30 pm to the Public Works Department. The Village received six (6) SOIs by interested engineering firms. Staff evaluated the SOIs for the firm that seemed most qualified for the Project.

Staff recommends awarding Bollinger Lach & Associates (BLA), Inc. for the Schick-Petersdorf Resurfacing STP Phase III Engineering. This firm has conducted similar work in other communities as well as the design for this project. An agreement for BLA to conduct the Phase III engineering services, and a Resolution approving of an Agreement between the Village and BLA, Inc. is attached for your review and for Board approval.

## MOTION

**I MOVE TO APPROVE RESOLUTION # 2018-\_\_\_ - R A RESOLUTION APPROVING OF A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND BLA, INC. FOR THE SCHICK-PETERSDORF RESURFACING PHASE III ENGINEERING**

**RESOLUTION 2018 - \_\_\_\_\_-R**

**A RESOLUTION APPROVING OF A PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE VILLAGE OF BARTLETT AND BLA, INC. FOR THE SCHICK-  
PETERSDORF RESURFACING PHASE III ENGINEERING**

---

**BE IT RESOLVED** by the President and Board of Trustees of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, as follows:

**SECTION ONE:** The Agreement dated December 4, 2018, between the Village of Bartlett and BLA, Inc. (the "Agreement"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

**SECTION TWO:** That the Village President is hereby authorized and directed to sign the Agreement on behalf of the Village of Bartlett.

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

**SECTION FOUR: REPEAL OF PRIOR RESOLUTIONS.** All prior 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 passage and approval.

**ROLL CALL VOTE:**

AYES:

NAYS:

ABSENT:

PASSED:           **December 4, 2018**

APPROVED:       **December 4, 2018**

\_\_\_\_\_  
**Kevin Wallace, Village President**

ATTEST:

\_\_\_\_\_  
**Lorna Giless, Village Clerk**

**CERTIFICATION**

I, Lorna Giless, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2018 - \_\_\_\_\_ enacted on December 4, 2018 and approved on December 4, 2018, as the same appears from the official records of the Village of Bartlett.

\_\_\_\_\_  
**Lorna Giless, Village Clerk**

Municipality Village of Bartlett	<b>LOCAL AGENCY</b>  <b>Illinois Department of Transportation</b>  <b>Preliminary/Construction Engineering Services Agreement For Motor Fuel Tax Funds</b>	<b>CONSULTANT</b>	Name BLA, INC.
Township Wayne			Address 333 Peirce Road, Suite 200
County Dupage			City Itasca
Section 18-00091-00-RS			State IL

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above PROJECT. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

**Regional Engineer** Deputy Director Division of Highways, Regional Engineer, Department of Transportation  
**Resident Construction Supervisor** Authorized representative of the LA in immediate charge of the engineering details of the PROJECT  
**Contractor** Company or Companies to which the construction contract was awarded

**Section Description**

Name	Schick Rd. & Petersdorf Rd	Route	FAU1369 FAU3800	Lengt	1.77	miles	Structure No.	N/A
------	----------------------------	-------	--------------------	-------	------	-------	---------------	-----

Termini Army Trail Road to Fairfax Lane

**Description**

Phase III Engineering services for the milling and resurfacing of Schick Rd. and Pertersdorf Rd. including curb and gutter repairs and ADA sidewalk improvements.

**Agreement Provisions**

**The Engineer Agrees,**

1. To perform or be responsible for the performance of the following engineering services for the LA in connection with the proposed improvement herein before described, and checked below:
  - a.  Make such detailed surveys as are necessary for the preparation of detailed roadway plans.
  - b.  Make stream and flood plain hydraulic surveys and gather high water data and flood histories for the preparation of detailed bridge plans.
  - c.  Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
  - d.  Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.



- e.  Prepare Army Corps of Engineers Permit, Division of Water Resources Permit, Bridge waterway sketch and/or Channel Change sketch, Utility plan and locations and Railroad Crossing work agreements.
- f.  Prepare Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.

**NOTE** Four copies to be submitted to the Regional Engineer

- g.  Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
- h.  Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.
- i.  Assist the LA in the receipt and evaluation of proposals and the awarding of the construction contract.
- j.  Furnish or cause to be furnished:
  - (1) Proportioning and testing of concrete mixtures in accordance with the "Manual of Instructions for Concrete Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the DEPARTMENT and promptly submit reports on forms prepared by said Bureau.
  - (2) Proportioning and testing of bituminous mixtures (including extracting test) in accordance with the "Manual of Instructions for Bituminous Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the DEPARTMENT, and promptly submit reports on forms prepared by said Bureau.
  - (3) All compaction tests as required by the specifications and report promptly the same on forms prepared by the Bureau of Materials and Physical Research.
  - (4) Quality and sieve analyses on local aggregates to see that they comply with the specifications contained in the contract.
  - (5) Inspection of all materials when inspection is not provided at the sources by the Bureau of Materials and Physical Research, of the DEPARTMENT and submit inspection reports to the LA and the DEPARTMENT in accordance with the policies of the said DEPARTMENT.
- k.  Furnish or cause to be furnished
  - (1) A resident construction supervisor, inspectors, and other technical personnel to perform the following work: (The number of such inspectors and other technical personnel required shall be subject to the approval of the LA.)
    - a. Continuous observation of the work and the contractor's operations for compliance with the plans and specifications as construction proceeds, but the ENGINEER does not guarantee the performance of the contract by the contractor.
    - b. Establishment and setting of lines and grades.
    - c. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
    - d. Supervision of inspectors, proportioning engineers and other technical personnel and the taking and submitting of material samples.
    - e. Revision of contract drawings to reflect as built conditions.
    - f. Preparation and submission to the LA in the required form and number of copies, all partial and final payment estimates, change orders, records and reports required by the LA and the DEPARTMENT.

**NOTE:** *When Federal funds are used for construction and the ENGINEER or the ENGINEER's assigned staff is named as resident construction supervisor, the ENGINEER is required to be prequalified with the STATE in Construction Inspection. The onsite resident construction supervisor and project inspectors shall possess valid Documentation of Contract Quantities certification.*

2. That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to this agreement will be in accordance with the current standard specifications and policies of the DEPARTMENT, it being understood that all such reports, plats, plans and drafts shall before being finally accepted, be subject to approval by the LA and the said DEPARTMENT.
3. To attend conferences at any reasonable time when requested to do so by the LA or representatives of the DEPARTMENT.
4. In the event plans, surveys or construction staking are found to be in error during the construction of the PROJECT and revisions of the plans or survey or construction staking corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the contractor.
5. The basic survey notes and sketches, charts, computations and other data prepared or obtained by the ENGINEER pursuant to this agreement will be made available upon request to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
6. To make such changes in working plans, including all necessary preliminary surveys and investigations, as may be required after the award of the construction contract and during the construction of the improvement.
7. That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.
8. To submit, upon request by the LA or the DEPARTMENT a list of the personnel and the equipment he/she proposes to use in fulfilling the requirements of this AGREEMENT.

**The LA Agrees,**

1. To pay the Engineer as compensation for all services performed as stipulated in paragraphs 1a, 1g, 1i, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:
  - a.  A sum of money equal to \_\_\_\_\_ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.
  - b.  A sum of money equal to the percentage of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

**Schedule for Percentages Based on Awarded Contract Cost**

Awarded Cost	Percentage Fees	
Under \$50,000	_____	(see note)
	_____	%
	_____	%
	_____	%
	_____	%
	_____	%

Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

2. To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1j and 1k of THE ENGINEER AGREES at the hourly rates stipulated below for personnel assigned to this PROJECT as payment in full to the ENGINEER for the actual time spent in providing these services the hourly rates to include profit, overhead, readiness to serve, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under paragraphs 1b, 1c, 1d, 1e, 1f, 1j and 1k of THE ENGINEER AGREES. If the ENGINEER sublets all or a part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge. "Cost to ENGINEER" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm including the Principal Engineer perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

Grade Classification of Employee	Hourly Rate
Director of Construction Engineering	75.00
Resident Engineer	34.26
Construction Engineer	30.67
Public Info. Coordinator	30.48
_____	_____
_____	_____
_____	_____
_____	_____

The hourly rates itemized above shall be effective the date the parties, hereunto entering this AGREEMENT, have affixed their hands and seals and shall remain in effect until 12/31/19. In event the services of the ENGINEER extend beyond 1/01/2020, the hourly rates will be adjusted yearly by addendum to this AGREEMENT to compensate for increases or decreases in the salary structure of the ENGINEER that are in effect at that time.

3. That payments due the ENGINEER for services rendered pursuant to this AGREEMENT will be made as soon as practicable after the services have been performed, in accordance with the following schedule:
  - a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee based on the above fee schedule and the approved estimate of cost.
  - b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee (excluding any fees paragraphs 1j and 1k of the ENGINEER AGREES), based on the above fee schedule and the awarded contract cost, less any previous payment.
  - c. Upon completion of the construction of the improvement, 90 percent of the fee due for services stipulated in paragraphs 1j and 1k.
  - d. Upon completion of all final reports required by the LA and the DEPARTMENT and acceptance of the improvement by the DEPARTMENT, 100 percent of the total fees due under this AGREEMENT, less any amounts previously paid.

By mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.

4. That should the improvements be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a and 1g, and prior to the completion of such services the LA shall reimburse the ENGINEER for his actual costs plus 15% percent incurred up to the time he is notified in writing of such abandonment "actual cost" being defined as material costs plus actual payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost.
5. That should the LA require changes in any of the detailed plans, specifications or estimates (except for those required pursuant to paragraph 4 of THE ENGINEER AGREES) after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus 15% percent to cover profit, overhead and readiness to serve - "actual cost" being defined as in paragraph 4 above. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans.
6. That should the LA extend completion of the improvement beyond the time limit given in the contract, the LA will pay the ENGINEER, in addition to the fees provided herein, his actual cost incurred beyond such time limit - "actual cost" being defined as in paragraph 4 above.
7. To submit approved forms BC 775 and BC 776 with this AGREEMENT when federal funds are used for construction.

**It is Mutually Agreed,**

1. That any difference between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the

ENGINEER one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.

2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all drawings, specifications, partial and completed estimates and data if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under the AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty the LA shall have the right to annul this contract without liability.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized offices.

Executed by the LA:

Village of Bartlett \_\_\_\_\_ of the  
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

By \_\_\_\_\_  
Clerk

By \_\_\_\_\_

(Seal)

Title:

Executed by the ENGINEER:

\_\_\_\_\_  
\_\_\_\_\_

ATTEST:

\_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_

Title: V.P. – Director of Construction Engineering

Title: President/CEO

<b>Approved</b>
_____
Date
Department of Transportation
_____
Regional Engineer

**PAYROLL ESCALATION TABLE  
FIXED RAISES**

FIRM NAME  
PRIME/SUPPLEMENT  
Prepared By

BLA, Inc.  
Prime  
Kerry Field

DATE 11/20/18  
PTB-ITEM# 0

OVERHEAD RATE 104.18%  
COMPLEXITY FACTOR 0  
% OF RAISE 3%

CONTRACT TERM 8 MONTHS  
START DATE 4/1/2019  
RAISE DATE 1/1/2019  
END DATE 11/30/2019

**ESCALATION PER YEAR**

year	First date	Last date	Months	% of Contract
0	4/1/2019	1/1/2019	-3	-37.50%
1	1/2/2019	12/1/2019	11	141.63%

The total escalation = 4.13%

## PAYROLL RATES

**FIRM NAME** BLA, Inc. **DATE** 11/20/18  
**PRIME/SUPPLEMENT** Prime  
**PTB-ITEM #** 0

**ESCALATION FACTOR** **4.13%**

*Note: Rates should be capped on the AVG 1 tab as necessary*

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Project Principal		
Dir of Constr Engineering	\$75.00	<del>\$75.00</del>
Resident Engineer	\$34.26	\$35.67
Construction Engineer	\$30.67	\$31.94

### Subconsultants

FIRM NAME BLA, Inc.  
PRIME/SUPPLEMENT Prime  
PTB-ITEM # 0

DATE 11/20/18

NAME	Direct Labor Total	Contribution to Prime Consultant
Rubino Engineering, Inc.	9,636.02	963.60

**Total** **9,636.02** **963.60**









# Schick Road & Petersdorf Road

Village of Bartlett  
Request for Proposal  
BLA, Inc.

## Projected Monthly Manpower Schedule

Month of	2019														Total Hours
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	
BLA, Inc.	01/10/19	02/01/19	03/01/19	04/01/19	05/01/19	06/01/19	07/01/19	08/01/19	9/1/2019 Sod Placent	10/01/19	11/01/19	12/01/19	01/01/20		
Principal															
Director of Const Eng (PM)															
Resident Engineer (RE)					196	196	196	174	87						
Construction Engineer															
Public Info Officer															
Totals	0	0	0	0	196	196	196	174	87	0	0	0	0	849	
Commutative Manhours	0	0	0	0	196	392	588	762	849	849	849	849	849	849	
Multiplier	0.0000														
Vehicle Days	22 22 22 22 22 22 22 22 11														
	99														
	Vehicle Days														

Vehicle Costs	Days /Day	Total Days	Days		Normal Work Week: Days/Month
			Days	Days	
Open House	\$1	99			22
Printing (Brochures)	\$				174
	\$				196
Web Site Establishment	\$100	1			212
					218
					224
					8 hrs/day
					9 hrs/day
					9 hrs/day + 2 Saturdays.
					10 hrs /day
					10 hrs/day + Sat.

DIRECT COSTS		Total	
Vehicle Costs	Days	Days	Days
Open House	\$65.00 /Day	99	\$6,435.00
Printing (Brochures)	\$		
Web Site Establishment	\$		
			\$6,435.00

**PAYROLL ESCALATION TABLE  
FIXED RAISES**

FIRM NAME  
PRIME/SUPPLEMENT

Rubino Engineering, Inc.  
Plum Grove Rd Golf to Wiley

DATE 11/19/18  
PTB NO. NORTH END

CONTRACT TERM  
START DATE  
RAISE DATE

18 MONTHS  
3/30/2019  
3/1/2020

OVERHEAD RATE 144.97%  
COMPLEXITY FACTOR 0  
% OF RAISE 3.00%

**ESCALATION PER YEAR**

3/30/2019 - 3/1/2020  
11  
18

= 61.11%  
= 1.0117

3/2/2020 - 10/1/2020  
7  
18

40.06%

The total escalation for this project would be:

1.17%





**AVERAGE HOURLY PROJECT RATES**

**FIRM** Rubino Engineering, Inc.  
**PSB**  
**PRIME/SUPPLEMENT** Schick Rd and Petersdorf Rd

DATE 11/19/18

SHEET 1 OF 1

PAYROLL CLASSIFICATION	TOTAL PROJECT RATES			Concrete Testing			Asphalt Testing											
	Hours	AVG HOURLY RATES	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg
Material Tester 1&2	56	38.17	31.43	24	82.35%	32.72	32	80.00%	30.54									
Project Manager	0	33.07																
Administrative	0	19.49																
Professional Engineer	12	55.76	9.84	4	17.85%	7.97	8	20.00%	11.15									
Staff Engineer / Geo	0	29.13																
Driller	0	54.16																
Laboratory Tech / FI	0	25.51																
Principal	0	70.82																
	0																	
	0																	
	0																	
	0																	
	0																	
	0																	
	0																	
	0																	
	0																	
	0																	
	0																	
<b>TOTALS</b>	<b>68</b>		<b>\$41.27</b>	<b>28</b>	<b>100%</b>	<b>\$40.68</b>	<b>40</b>	<b>100%</b>	<b>\$41.89</b>	<b>0</b>	<b>0%</b>	<b>\$0.00</b>	<b>0</b>	<b>0%</b>	<b>\$0.00</b>	<b>0</b>	<b>0%</b>	<b>\$0.00</b>

**COMPANY NAME:** Rubino Engineering, Inc.  
**PTB NUMBER:** Schick Road and Petersdorf Road  
**TODAY'S DATE:** 10/5/2018

ITEM	ALLOWABLE	UTILIZE W.O. ONLY	QUANTITY J.S. ONLY	CONTRACT RATE	TOTAL
Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00	\$0.00
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)			\$0.00	\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00	\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00	\$0.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day		12	\$32.50	\$390.00
Vehicle Rental	Actual cost (Up to \$55/day)			\$0.00	\$0.00
Tolls	Actual cost			\$0.00	\$0.00
Parking	Actual cost			\$0.00	\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00	\$0.00
Shift Differential	Actual cost (Based on firm's policy)			\$0.00	\$0.00
Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Copies of Deliverables/MyIars (In-house)	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Copies of Deliverables/MyIars (Outside)	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Project Specific Insurance	Actual cost			\$0.00	\$0.00
Monuments (Permanent)	Actual cost			\$0.00	\$0.00
Photo Processing	Actual cost			\$0.00	\$0.00
2-Way Radio (Survey or Phase III Only)	Actual cost			\$0.00	\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual cost			\$0.00	\$0.00
CADD	Actual cost (Max \$15/hour)			\$0.00	\$0.00
Web Site	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Advertisements	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Public Meeting Facility Rental	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Recording Fees	Actual cost			\$0.00	\$0.00
Transcriptions (specific to project)	Actual cost			\$0.00	\$0.00
Courthouse Fees	Actual cost			\$0.00	\$0.00
Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Testing of Soil Samples*	Actual cost			\$0.00	\$0.00
Lab Services*	Actual cost (Provide breakdown of each cost)			\$0.00	\$0.00
Equipment and/or Specialized Equipment Rental*	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Concrete Cylinders			20	\$17.00	\$340.00
Asphalt Core Densities				\$40.00	\$0.00
Nuclear Density Gauge			8	\$40.00	\$320.00
Maximum Theoretical Specific Gravity (Asphalt)			2	\$115.00	\$230.00
Bulk Specific Gravity (Asphalt)			2	\$95.00	\$190.00
Ignition Oven/Reflux Extraction + Sieve Analysis			2	\$126.00	\$252.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
<b>TOTAL DIRECT COST</b>					<b>\$1,722.00</b>

\*If other allowable costs are needed and not listed, please add in the above spaces provided.

**LEGEND**

W.O. = Work Order  
 J.S. = Job Specific