

VILLAGE OF BARTLETT
BOARD AGENDA
MAY 3, 2016
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 & Committee Minutes – April 19, 2016

*7. **BILL LIST:** May 3, 2016

8. **TREASURER'S REPORT:** None

9. **PRESIDENT'S REPORT:**

1. National Police Week Proclamation
2. Bike Month Proclamation
3. National Public Works Week Proclamation
4. Arts in Bartlett Class D Liquor License
5. Liquor License Renewals

10. **QUESTION/ANSWER: PRESIDENT & TRUSTEES**

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

12. **STANDING COMMITTEE REPORTS:**

A. **PLANNING & ZONING COMMITTEE, CHAIRMAN REINKE**
No Report

B. **BUILDING COMMITTEE, CHAIRMAN HOPKINS**
No Report

C. **FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE**
1. Bartlett Hills Resurfacing Project

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

1. AT&T License Agreement Amendment
- *2. Memorial Day Open Burn Permit Request
- *3. Sweet Day Gourmet Adopt-A-Highway Request
- *4. Arts in Bartlett Amplifier Permit Request
- *5. Bannerman's Amplifier Permit Request

E. **POLICE & HEALTH COMMITTEE, CHAIRMAN CARBONARO**
1. No Report

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

1. Stearns Road/Country Creek Extension Project
2. 2016 Sanitary Sewer Lining

13. **NEW BUSINESS:**

14. **QUESTION/ANSWER: PRESIDENT & TRUSTEES**

15. **ADJOURNMENT**



Agenda Item Executive Summary

Item Name Bartlett Ridge Public Hearing to Establish a Committee
Special Service Area or Board Board

BUDGET IMPACT

Amount: N/A *Budgeted* N/A
List what
fund N/A

EXECUTIVE SUMMARY

The establishment of a Special Service Area for the Bartlett Ridge Subdivision requires a Public Hearing before the Village Board.

The SSA is necessary to provide a backup source of funding for the storm water detention system in the development. The DuPage County Storm Water Ordinance requires this back up funding mechanism.

ATTACHMENTS (PLEASE LIST)

SSA Data Sheet, Notice of Public Hearing and Waiver of Notice

ACTION REQUESTED

- For Discussion Only: Conduct public hearing and take testimony, formal objections can be filed up to 60 days after the adjournment of the public hearing and before enacting the SSA.
- Resolution
- Ordinance
- Motion

Staff: Jim Plonczynski, Com Dev Director

Date: 4/20/2016

SPECIAL SERVICE AREA DATA SHEET

Name: Bartlett Ridge Subdivision

Developer: William Ryan Homes

Number of Units: 49 total lots with 45 single family homes

Bond Amount: \$976,044.00

PIN #'s 06-28-102-007, 06-28-102-016, 06-28-102-017, 06-28-202-011 and
06-28-400-008

Property Owner: William Ryan Homes

Important Dates:

Board Approval of Authorization	4/5/16
Ordinance Proposing SSA	2016-024
Date Passed	4/5/16
Public Hearing	5/3/16
60 Day Expiration	7/3/16
Ordinance Establishing SSA	2016-_____
Date Passed	

of Acres 13.539 acres

RECEIVED
COMMUNITY DEVELOPMENT

APR 15 2016

VILLAGE OF
BARTLETT

CERTIFICATE OF PUBLICATION

Paddock Publications, Inc.

Daily Herald

Corporation organized and existing under and by virtue of the laws of the State of Illinois, DOES HEREBY CERTIFY that it is the publisher of the **DAILY HERALD**. That said **DAILY HERALD** is a secular newspaper and has been circulated daily in the Village(s) of Addison, Algonquin, Antioch, Arlington Heights, Aurora, Barrington, Barrington Hills, Bartlett, Batavia, Bensenville, Bloomingdale, Buffalo Grove, Burlington, Campton Hills, Carol Stream, Carpentersville, Cary, Deer Park, Des Plaines, East Dundee, Elburn, Elgin, Elk Grove Village, Elmhurst, Fox Lake, Fox River Grove, Geneva, Gilberts, Glen Ellyn, Glendale Heights, Grayslake, Green Oaks, Gurnee, Hainesville, Hampshire, Hanover Park, Hawthorn Woods, Hoffman Estates, Huntley, Inverness, Island Lake, Itasca, Keeneville, Kildeer, Lake Barrington, Lake Villa, Lake in the Hills, Lake Zurich, Libertyville, Lincolnshire, Lindenhurst, Lisle, Lombard, Long Grove, Medinah, Mt. Prospect, Mundelein, Naperville, North Aurora, North Barrington, Oakbrook, Oakbrook Terrace, Palatine, Prospect Heights, Rolling Meadows, Roselle, Schaumburg, Sleepy Hollow, South Barrington, South Elgin, St. Charles, Streamwood, Tower Lakes, Vernon Hills, Villa Park, Volo, Warrenville, Wauconda, Wayne, West Chicago, West Dundee, Wheaton, Wheeling, Wildwood, Winfield, Wood Dale, Round Lake Park, Pingree Grove County(ies) of Cook, DuPage, Kane, Lake, McHenry and State of Illinois, continuously for more than one year prior to the date of the first publication of the notice hereinafter referred to and is of general circulation throughout said Village(s), County(ies) and State.

I further certify that the DAILY HERALD is a newspaper as defined in "an Act to revise the law in relation to notices" as amended in 1992 Illinois Compiled Statutes, Chapter 7150, Act 5, Section 1 and 5. That a notice of which the annexed printed slip is a true copy, was published April 11, 2016 in said DAILY HERALD.

IN WITNESS WHEREOF, the undersigned, the said PADDOCK PUBLICATIONS, Inc., has caused this certificate to be signed by, this authorized agent, at Arlington Heights, Illinois.

PADDOCK PUBLICATIONS, INC.
DAILY HERALD NEWSPAPERS

BY


Authorized Agent

Control # 4437728

**WAIVER OF NOTICE
OF PUBLIC HEARING FOR THE CREATION
OF A SPECIAL SERVICE AREA**

The undersigned, being the person or persons in whose name the general taxes for the last preceding year were paid on each lot, block, tract or parcel of land lying within Special Service Area Number One for the Bartlett Ridge Subdivision legally described as:

PARCEL ONE:

THE SOUTH 275.00 FEET (MEASURED ON THE EAST LINE) OF THAT PART OF THE NORTHWEST CORNER WHICH LIES EAST OF NAPERVILLE ROAD (EXCEPT THE EAST 500.00 FEET THEREOF MEASURED AT THE RIGHT ANGLES TO THE SAID EAST LINE) OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL TWO:

THE SOUTH 550.00 FEET OF THE WEST 250.00 FEET (MEASURED AT RIGHT ANGLES TO THE SAID EAST LINE) OF THE EAST 500 FEET (MEASURED AT RIGHT ANGLES TO THE SAID EAST LINE) OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS.

PARCEL THREE:

THE SOUTH 294.14 FEET OF THE WEST 193.74 FEET (MEASURED ON THE SOUTH LINE) OF THAT PART OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES SOUTH OF SOUTH LINE OF LAKE STREET, IN COOK COUNTY, ILLINOIS.

PARCEL FOUR:

THAT PART OF THE SOUTH EAST 1/4 OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID SOUTHEAST 1/4. THENCE EASTERLY ALONG THE NORTH LINE SAID SOUTH EAST 1/4, A DISTANCE OF 325.84 FEET; THENCE SOUTHERLY PARELLEL WITH THE WEST LINE OF SAID SOUTH EAST 1/4; A DISTANCE OF 300 FEET; THENCE WESTERLY PARALLEL WITH NORTH LINE OF SAID SOUTH EAST 1/4, A DISTANCE OF 325.84 FEET A POINT ON THE WEST LINE OF SAID SOUTH EAST 1/4; THENCE NORTHERLY ALONG SAID WEST LINE, A DISTANCE OF 300 FEET; THENCE WESTERLY PARALLEL WITH THE NORTH LINE OF SAID SOUTH EAST 1/4, A DISTANCE OF 325.84 FEET A POINT ON THE WEST LINE OF SAID SOUTH EAST 1/4; THENCE NORTHERLY ALONG SAID WEST LINE, A DISTANCE OF 300 FEET TO THE POINT OF BEGINNING, IN HANOVER TOWNSHIP IN COOK COUNTY, ILLINOIS.

PARCEL FIVE:

THE SOUTH 294.14 FEET OF THE EAST 250 FEET (AS MEASURED AT RIGHT ANGLES TO THE SOUTHLINE OF THE NORTHWEST 1/4) OF THAT PART OF THE NORTHWEST 1/4) SECTION 28, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES SOUTH OF THE SOUTHERLY LINE OF LAKE STREET (EXCEPT THAT PART CONVEYED TO THE DEPARTMENT OF TRANSPORTATION BY DOCUMENT NUMBER 24260269) IN COOK COUNTY ILLINOIS.

ALSO DESCRIBED FOR THE SUBDIVISION PURPOSES AS FOLLOWS:

THAT PART OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 28; SAID POINT BEING COINCIDENT WITH THE NORTHEAST CORNER OF TIMBERLINE SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 23, 2001 AS DOCUMENT 0010781451; THENCE SOUTH 88 DEGREES 40 MINUTES 43 SECONDS WEST ALONG THE NORTHBOUNDRY LINE OF SAID SUBDIVISION 1314.79 FEET TO THE EAST LINE OF NAPERVILLE ROAD, SAID LINE BEING 33 FEET EAST OF AND PARALLEL WITH THE CENTERLINE OF SAID ROAD; THENCE NORTH 00 DEGREES 06 MINUTES 02 SECONDS WEST ALONG SAID EAST LINE, 275.00 FEET TO THE NORTH LINE OF THE SOUTH 275 FEET OF THE NORTHWEST QUARTER OF SAID SECTION 28; THENCE NORTH 88 DEGREES 40 MINUTES 43 SECONDS EAST 814.46 FEET TO THE WEST LINE OF THE EAST 500 FEET OF THE NORTHWEST QUARTER OF SAID SECTION 28; THENCE NORTH 00 DEGREES 08 MINUTES 51 SECONDS WEST 275.12 FEET TO THE NORTH LINE OF THE SOUTH 550 FEET OF THE NORTHWEST QUARTER OF SAID SECTION 28 THENCE NORTH 88 DEGREES 40 MINUTES 43 SECONDS EAST ALONG SAID NORHT LINE, 250.05 FEET TO THE EAST LINE OF THE WEST 250 OF THE EAST 500 FEET OF THE NORTHWEST QUARTER OF SAID SECTION 28: THENCE SOUTH 00 DEGREES 08 MINUTES 51 SECONDS EAST ALONG SAID EAST LINE 255.91 FEET TO THE NORTH LINE OF THE SOUTH 294.14 FEET OF THE NORTHWEST QUARTER OF SAID SECTION 28; THENCE NORTH 88 DEGREES 40 MINUTES 43 SECONDS EAST ALONG SAID NORTH LINE, 443.79 FEET TO THE EAST LINE WEST 193.74 FEET OF THE NORTHEAST QUARTER OF SAID SECTION 28; THENCE SOUTH 00 DEGREES 08 MINUTES 51 SECONDS EAST 294.20 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 28; THENCE NORTH 88 DEGREES 40 MINUTES 43 SECONDS EAST 132.10 FEET; THENCE SOUTH 00 DEGREES 08 MINUTES 51 SECONDS EAST PARALLEL WITH THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 28 TO THE NORTH BOUNDRY LINE OF EAGLE'S RIDGE SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 18, 1998 AS DOCUMENT 08040987; THENCE SOUTH 88 DEGREES 40 MINUTES 43 SECONDS WEST ALONG SAID NORTH LINE, 325.84 FEET TO THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 28; THENCE NORTH 00 DEGREES 08 MINUTES 51 SECONDS WEST ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER, 300.00 FEET TO THE POINT OF THE BEGINNING, IN COOK COUNTY, ILLINOIS.

and further identified by Permanent Index Numbers: 06-28-102-007, 06-28-102-016, 06-28-102-017, 06-28-202-011 and 06-28-400-008

(the "Area") of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois, do hereby expressly waive any and all notice with respect to the creation of such Special Service Area, including, but not limited to, notice of the public hearing to be held on May 3, 2016, at 7:00 o'clock P.M., Chicago time, or as soon thereafter as this matter may be heard, at the Bartlett Municipal Building, 228 South Main Street Bartlett, Illinois (the "Hearing"), to consider:

1. The establishment of Special Service Area Number One for the Bartlett Ridge Subdivision.

2. The necessity of providing the following services for Special Service Area Number One for the Bartlett Ridge Subdivision: The management of storm water which directly affects the Area, including (i) the cleaning and dredging of storm water detention and retention ponds and basins, drainage swales and ditches; (ii) the maintenance and care, including erosion control, of the lands surrounding such detention and retention ponds and basins, drainage swales and ditches; (iii) the maintenance, repair and replacement of storm sewers, drain tile, pipes and other conduit, and appurtenant structures; (iv) the care, maintenance and restoration of wetland areas; and (v) the administrative costs incurred by the Village in connection with the above including, but not limited to insurance premiums for liability insurance coverage (collectively, the "Services").

3. The levy of a direct annual tax not to exceed .04% per annum of the assessed value, as equalized, of all taxable property within the Area to pay the annual cost of providing for the ordinary maintenance and care, including erosion control, of the lands surrounding such detention and retention ponds and basins, drainage swales and ditches and for the ordinary maintenance and repair of storm sewers, drain tile, pipes and other conduit, and appurtenant structures, and the ordinary care and maintenance of wetland areas (the "Ordinary Services").

4. The issuance of bonds in the amount of \$244,011 adjusted for increases or decreases in the cost of construction from January 1, 2016 based on changes in the construction cost index published monthly in the Engineering News Record, or, if that index ceases to be published, based on such other published construction cost index as is then generally recognized, or, if no such generally recognized construction cost index is then published, based on changes in the Consumer Price Index published by the U.S. Department of Labor, or, if that index ceases to be published, the amount of the bonds that may be issued shall be increased at the rate of 4% per annum from January 1, 2016, but in no event to exceed \$976,044 and secured by the full faith and credit of said Special Service Area, to pay the cost of cleaning and dredging the storm water detention and retention ponds and basins, drainage swales and ditches and replacing storm sewers, drain tile, pipes and other conduit, and appurtenant structures and restoring wetland areas, which will serve the Area (the "Extraordinary Services"). Said bonds shall be retired over a period of not to exceed 20 years from the issuance thereof and shall bear interest at a rate

or rates not to exceed the lesser of 15% per annum or the maximum rate then permitted by law. Such bonds, if issued, shall be retired by the levy of a direct annual tax sufficient to pay the principal and interest thereon, said tax to be levied upon all the taxable property within said Special Service Area for said period of not to exceed 20 years and to be unlimited as to rate or amount and in addition to all other taxes permitted by law.

4/12

2016

Michael J. Kozak

(Person(s) to whom last Real Estate
Tax Bill Mailed)

(Person(s) to whom last Real Estate
Tax Bill Mailed)

*MICHAEL J. KOZAK
FUP
OLD SECOND BANK*



VILLAGE OF BARTLETT
BOARD MINUTES
April 19, 2016

1. CALL TO ORDER

President Wallace called the regular meeting of April 19, 2016 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: Trustee Arends (via webcam), Camerer, Carbonaro, Deyne, Hopkins, Reinke, and President Wallace

ABSENT: None

ALSO PRESENT: Village Administrator Valerie Salmons, Assistant Administrator Paula Schumacher, Assistant to the Village Administrator Scott Skrycki, Finance Director Jeff Martynowicz, Director of Public Works Dan Dinges, Public Works Engineer Bob Allen, Community Development Director Jim Plonczynski, Building Director Brian Goralski, Grounds Superintendent Kevin DeRoo, Police Chief Kent Williams, Deputy Chief Joe Leonas, Village Attorney Bryan Mraz and Village Clerk Lorna Gilles.

3. INVOCATION

Pastor Jim Depalma from Encounter Church did 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 Deyne stated that he would like to add items 2 and 4 under the Finance & Golf Committee (Resolution 2016-31-R, a Resolution Approving of the Professional Service Agreement Between the Village of Bartlett and Bryan E. Mraz & Associates, P.C.; Resolution 2016-32-R, a Resolution Approving of the Professional Service Agreement Between the Village of Bartlett and Law Offices of Robert J. Krupp, P.C.; 2016-33-R, a Resolution Approving of the Professional Service Agreement Between the Village of Bartlett and the Law Firm of Storino, Ramello & Durkin as well as the purchase of a Riding Turf Utility Banks Mower for the golf course) to the Consent Agenda.



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Trustee Reinke asked that the Minutes be removed from the Consent Agenda.

Trustee Camerer stated that he would like to add item 1 under Public Works (2016-35-R, a Resolution Approving of the East Oak Glen Drive Water Main Replacement Agreement between the Village of Bartlett and Gerardi Sewer & Water Co) to the Consent Agenda.

Trustee Camerer moved to amend the Consent Agenda to remove the Minutes from the Consent Agenda and add items 2 and 4 under the Finance & Golf Committee (Resolution 2016-31-R, a Resolution Approving of the Professional Service Agreement Between the Village of Bartlett and Bryan E. Mraz & Associates, P.C.; Resolution 2016-32-R, a Resolution Approving of the Professional Service Agreement Between the Village of Bartlett and Law Offices of Robert J. Krupp, P.C.; 2016-33-R, a Resolution Approving of the Professional Service Agreement Between the Village of Bartlett and the Law Firm of Storino, Ramello & Durkin as well as the purchase of a Riding Turf Utility Banks Mower for the golf course and item 1 under Public Works (2016-35-R, a Resolution Approving of the East Oak Glen Drive Water Main Replacement Agreement between the Village of Bartlett and Gerardi Sewer & Water Co) in addition to the items already shown on the Consent Agenda, and that motion was seconded by Trustee Deyne.

ROLL CALL VOTE TO AMEND THE CONSENT AGENDA

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

NAYS: None

ABSENT: None

MOTION CARRIED

Trustee Deyne moved to approve the Amended Consents Agenda and was seconded by Trustee Arends.

ROLL CALL VOTE TO APPROVE THE AMENDED CONSENT AGENDA

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

NAYS: None

ABSENT: None

MOTION CARRIED



VILLAGE OF BARTLETT
BOARD MINUTES
April 19, 2016

6. MINUTES

Trustee Arends moved to approve the Board and Committee Minutes from April 5, 2016 and was seconded by Trustee Deyne.

ROLL CALL VOTE TO APPROVE THE MINUTES FROM APRIL 5, 2016

AYES: Trustees Arends, Camerer, Carbonaro, Deyne, Hopkins

NAYS: None

ABSENT: None

ABSTAIN: Trustee Reinke

MOTION CARRIED

7. BILL LIST – Covered and approved under the Consent Agenda.

8. TREASURER'S REPORT

Finance Director, Jeff Martynowicz summarized the Municipal Sales Tax Report through December, 2015 was \$1,565,733 and it represents a 9.10% increase over the same time period last year. He stated that the Motor Fuel Tax distribution through January, 2016 totaled \$791,881 and represented a 7.89% decrease over the same time period last year.

Trustee Hopkins asked if they were allowed to use Motor Fuel Tax Allotment for bike paths.

Administrator Salmons responded "yes".

9. PRESIDENT'S REPORT

President Wallace read a Proclamation in support of "Building Safety Month" and proclaimed the month of May, 2015 as such.

President Wallace stated that Bannerman's Sports Grill has requested a Class J liquor license to sell alcohol at their annual anniversary event on August 19 and 20, 2016 from 6:00 p.m. to 11:00 p.m. at the Bartlett Commons shopping center for an outdoor special event.

Trustee Camerer moved to approve the Class J liquor license application submitted by Bannerman's Sports Grill for a special event and was seconded by Trustee Carbonaro.



VILLAGE OF BARTLETT
BOARD MINUTES
April 19, 2016

ROLL CALL VOTE TO APPROVE THE CLASS J LIQUOR LICENSE FOR BANNERMAN'S SPORTS GRILL

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

President Wallace presented liquor license renewals for the following:

Class C Highland Park CVS, LLC dba CVS Pharmacy – 5688
Class C Highland Park CVS, LLC dba CVS Pharmacy – 6701
Class I Clair Oaks Retirement Community
Class A T & L Evergreen LLC dba TL's Four Seasons
Class A ext Bartlett Volunteer Fire Association
Class A Hanover Township
Class A Bartlett Hills Golf Course
Class C Pashiv, Inc. dba Suburbia Liquors
Class C Jala Krupa, Inc. dba Suburbia Liquors
Class A Friedman Enterprises, Inc., dba Bannerman's Sports Grill
Class F Tap Room Hospitality, LLC dba The Still Bar & Grill
Class C American Drug Stores, LLC dba Osco Drug #3348
Class B Blackhawk Restaurant Group, LLC Series BSBartlett dba Betty's Bistro
Class B Coffee House Holdings, Inc. dba Starbucks Coffee #2347
Class A Tipsi Monkey, Inc.
Class C ext Shree Khodiyar Group, Inc. dba 7-Eleven #33848B

President Wallace stated that if there were no objections he would reissue each of the above liquor licenses which will be renewed for the license year May 1, 2016 to April 30, 2017. There were no objections.

10. QUESTION/ANSWER: PRESIDENT & TRUSTEES - None

11. TOWN HALL

Jennifer & Dan Cox, 2007 Ridgemore Drive

Ms. Cox stated that they are the family that is asking for the fence variance on the agenda tonight. She asked for a vote in their favor for the fence. She stated that this fence would be extremely life changing for the safety of their pets and family. She was willing to address any questions the Board might have.



VILLAGE OF BARTLETT
BOARD MINUTES
April 19, 2016

12. STANDING COMMITTEE REPORTS

A. PLANNING & ZONING COMMITTEE, CHAIRMAN REINKE

Trustee Reinke presented Ordinance 2016-30, An Ordinance Granting a Fence Variation for 2007 Ridgemoor Drive.

Community Development Director Jim Plonczynski showed maps and pictures of the petitioner's house and stated that they have a corner side yard. They have an existing 3 foot fence that is in compliance with the ordinance. They are asking for a change in the corner side yard portion of the fence to allow a 6 foot fence that is 10 feet off the property line. Some of the Zoning Board concerns were the vision of the neighbor's driveway. The Zoning Board of Appeals reviewed the variation request, conducted the public hearing and recommended approval at their March 3, 2016 meeting.

Trustee Reinke moved to approve Ordinance 2016-30, An Ordinance Granting a Fence Variation for 2007 Ridgemoor Drive and was seconded by Trustee Deyne.

Trustee Deyne stated that he looked at this property. He served on the Plan Commission for a good number of years. This will not impede any traffic because this fence is set back 10 feet. He read the testimony from the Zoning Board and felt that this resident had a difficult time. The police have been there numerous times. Kids have destroyed their property on several occasions and Mrs. Cox is scared in her own home. He felt that the Board has an obligation to protect the people in our Village. Out of respect to the residents that live here, they have a moral obligation to grant this petitioners request for a fence variation.

Trustee Reinke asked Village Attorney Mraz if they can impose conditions on a "variance"?

Attorney Mraz stated that conditions are clearly allowed to be imposed on special uses, but with variations the law is less clear. He stated that that being said, the Village has home rule authority and the Village Board in the past has imposed conditions on variations, usually limited to one or two.

Trustee Reinke stated that his concern is vision. He worries about the neighbor backing out of his driveway. If the evil were seeking a remedy, these children who are running wild out in Westridge, it would make sense to limit the length of the term of the variance to the life of the fence. Presumably, in ten years or so, the kids will have grown up and moved on. He stated that this seems to be a reasonable condition on the variance.

Trustee Deyne verified that the life expectancy of the fence would run with the variance and at that point in time, they would have to come before the Board for an additional variance.



VILLAGE OF BARTLETT
BOARD MINUTES
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Trustee Reinke moved to amend the fence variance to have its duration to run concurrent with the life of the fence, and that motion to amend the variance was seconded by Trustee Carbonaro.

President Wallace stated that they are voting on an amendment to the ordinance that grants this variance request that will be made a part of the variance which states that they will allow the 6 foot fence for the life of the fence. Trustee Reinke asked the petitioners if they understood and agreed to the condition. Both Mr. and Mrs. Cox who were in attendance acknowledged that they understood and agreed to the condition. There will be another motions to approve the actual variance.

ROLL CALL VOTE TO APPROVE THE AMENDMENT CONDITION TO ORDINANCE 2016-30 GRANTING A FENCE VARIATION FOR 2007 RIDGEMORE DRIVE

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

ROLL CALL VOTE TO APPROVE ORDINANCE 2016-30 GRANTING A FENCE VARIATION FOR 2007 RIDGEMORE DRIVE (AS AMENDED)

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

B. BUILDING COMMITTEE, CHAIRMAN HOPKINS

Trustee Hopkins stated that there was no report.

C. FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE

Attorney Mraz stated that at the last meeting the motion to approve of the Budget failed because it did not receive the requisite five votes. On the second motion, the two votes against approving the Budget were cast by Trustee Carbonaro and Trustee Hopkins. The motion to Reconsider should be made by one of the two who voted on the prevailing side.

Trustee Carbonaro moved to reconsider Resolution 2016-24-R, a Resolution Adopting the Village of Bartlett Budget for Fiscal Year 2016-2017, and was seconded by Trustee Deyne.



VILLAGE OF BARTLETT
BOARD MINUTES
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ROLL CALL VOTE TO RECONSIDER RESOLUTION 2016-24-R ADOPTING THE VILLAGE OF BARTLETT BUDGET FOR 2016-2017

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

Trustee Deyne moved to approve Resolution 2016-24-R, a Resolution Adopting the Village of Bartlett Budget for Fiscal Year 2016-2017 and was seconded by Trustee Camerer.

Trustee Carbonaro stated that as part of our mission as a Board is to enhance the quality of life, safety, and security of our community. Although he understands the need to control spending, we need to balance that with investing in what we know are essential services—like the police department. This year we were given a budget that gives “belt-tightening” a new definition, and he truly appreciated what the staff has accomplished. That said, I feel as a Trustee, we are “trusted” to be good stewards of our Village, and as such should reconsider some of the cuts the police department made in an effort to be cost-conscious. I can say “yes” to this budget but only if we add back into it an item that will help the police department continue with their ongoing operation of monitoring truck traffic through the middle of our community. The message/speed board that conveys crucial information to drivers is a multi-use item that can also be utilized for special events like the new *Kick-Stand Classic* we just approved. He thought everyone can agree that we need to make sure we don’t fall behind in our commitment to Bartlett residents, and in particular, our public safety needs. The cost of that message/speed board is \$19,500.

Trustee Carbonaro moved to amend the 2016-17 budget as presented by adding a line item for the message speed board sign and increasing the budget amount by \$19,500 for a new total of \$53,601,791, and was seconded by Trustee Arends.

ROLL CALL VOTE TO APPROVE RESOLUTION 2016-24-R ADOPTING THE VILLAGE OF BARTLETT BUDGET FOR 2016-2017 AS AMENDED AND APPROVING THE NEW BUDGET TOTALING \$53,601,791

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

Trustee Deyne stated that Resolution 2016-31-R, a Resolution Approving of the Professional Service Agreement Between the Village of Bartlett and Bryan E. Mraz & Associates, P.C.; Resolution 2016-32-R, a Resolution Approving of the Professional



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BOARD MINUTES
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Service Agreement Between the Village of Bartlett and the Law Offices of Robert J. Krupp, P.C.; Resolution 2016-33-R, a Resolution Approving of the Professional Service Agreement Between the Village of Bartlett and the Law Firm of Storino, Ramello & Durkin; Ordinance 2016-34, An Ordinance Reserving 2016 Volume Cap for Private Activity Bond Issues and Related Matters and the Riding Turf Utility Banks Mower Purchase was covered and approved under the Consent Agenda.

D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN ARENDS
Trustee Arends stated that there was no report.

E. POLICE & HEALTH COMMITTEE, CHAIRMAN CARONARO
Trustee Carbonaro stated that there was no report

F. PUBLIC WORKS COMMITTEE, CHAIRMAN CAMERER
Trustee Camerer stated that Resolution 2016-35-R, A Resolution Approving of East Oak Glen Drive Water Main Replacement Agreement Between the Village of Bartlett and Gerardi Sewer & Water Co. was covered and approved under the Consent Agenda.

Trustee Camerer presented Ordinance 2016-36, An Ordinance Amending Title 6, Chapter 11-1300, Section 6-11-1301.1: of the Bartlett Municipal Code to Prohibit Parking Along Illinois Route 59 and Route 20 (Lake Street).

Trustee Camerer moved to approve Ordinance 2016-36, An Ordinance Amending Title 6, Chapter 11-1300, Section 6-11-1301.1: of the Bartlett Municipal Code to Prohibit Parking Along Illinois Route 59 and Route 20 (Lake Street) and was seconded by Trustee Deyne.

ROLL CALL VOTE TO APPROVE ORDINANCE 2016-36 PROHIBITING PARKING ALONG ROUTE 59 AND 20

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

NAYS: None

ABSENT: None

MOTION CARRIED

13. NEW BUSINESS

Trustee Hopkins asked if the next Committee Agenda could include a discussion about taxation and how it relates to a multi-county village such as ours. He would like to compare tax bills and get a briefing of how taxes are paid.

14. QUESTION/ANSWER: PRESIDENT & TRUSTEES - None



VILLAGE OF BARTLETT
BOARD MINUTES
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15. ADJOURNMENT

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 Arends moved to adjourn the regular Board meeting and that motion was seconded by Trustee Camerer.



**VILLAGE OF BARTLETT
BOARD MINUTES
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ROLL CALL VOTE TO ADJOURN

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

NAYS: None

ABSENT: None

MOTION CARRIED

The meeting was adjourned at 7:32 p.m.

Lorna Giles
Village Clerk



**VILLAGE OF BARTLETT
COMMITTEE MINUTES
April 19, 2016**

President Wallace called the Committee of the Whole meeting to order at 7:33 p.m.

PRESENT: Trustee Camerer, Carbonaro, Deyne, Hopkins, Reinke and President Wallace

ABSENT: Trustee Arends

ALSO PRESENT: Village Administrator Valerie Salmons, Assistant Administrator Paula Schumacher, Assistant to the Village Administrator Scott Skrycki, Finance Director Jeff Martynowicz, Director of Public Works Dan Dinges, Public Works Engineer Bob Allen, Community Development Director Jim Plonczynski, Building Director Brian Goralski, Grounds Superintendent Kevin DeRoo, Police Chief Kent Williams, Deputy Chief Joe Leonas, Village Attorney Bryan Mraz and Village Clerk Lorna Giles.

PLANNING & ZONING COMMITTEE

Zoning Ordinance Update – Chapters 2 & 5

Trustee Reinke stated that he had a couple of questions and asked the Community Development Director Jim Plonczynski to give an overview.

CHAPTER 5 – RESIDENTIAL DISTRICTS

Community Development Director Jim Plonczynski stated that this is the updated Chapter 5 of the Zoning Ordinance. Some of it is a housekeeping issue and some is in our continued attempt to do a revision of the entire zoning ordinance. The Board has seen four previous chapters plus the sign ordinance and tweaked the industrial business park ordinance. This is the seventh chapter and it's really the residential district section of the ordinance that has to do with the uses, bulk requirements, how residential development in the zoning ordinance is perceived and regulated. The previous chapter was 82 pages in length; the revised Chapter 5 has been condensed to just 9½ pages. Charts are now being utilized to eliminate duplication and redundancy from each residential zoning classification, thereby simplifying the Ordinance.

POLICY ISSUES

Commercial Motor Vehicles, Inoperable Vehicles, Recreational Vehicles, Trailers, All-Terrain Vehicles, Watercraft, Snowmobiles and Semi-Trailers – This ordinance has been revised and now clarifies specifically for the distinction between commercial motor vehicles and trailers. Trailers are now “generally” categorized so that **ANY** trailer, regardless of type, will fall under this revised section of the ordinance. Staff believes



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these modifications give the Village a stronger case if a violation were to go to trial. (Please see Section 10-5-3, Page 4.)

Churches/Religious Institutions/Places of Assembly – Previously, the term “Place of Assembly” was not defined in our Zoning Ordinance and often was used interchangeably with Religious Institution. The ordinance was also not consistent in the regulation of religious land uses as required by the Religious Land Use and Institutionalized Persons Act of 2000 (RLUIPA). RLUIPA states that, subject to some exceptions, local and state governments may not “impose or implement a land use regulation in a manner that imposes a substantial burden on the religious exercise of a person, including a religious assembly or institution.”

In this revised ordinance, churches would now be classified as a Religious Institutions and would be regulated the same as “Places of Assembly” since they have comparable impacts (i.e. parking, noise, traffic, etc.). Places of Assembly, Religious Institutions, Lodges (fraternal and civic), equal or less than 10,000 sq. ft. would be permitted by right in the ER-1 and ER-2 (1 acre or larger) Zoning Districts, and as a special use in the remainder of the residential districts. These same uses, if greater than 10,000 sq. ft., would require a special use in all residential districts. Staff believes this revised ordinance more closely meets the Religious Land Use and Institutionalized Persons Act requirements.

Impervious Surface – The impervious surface regulations were approved on February 4, 2014 by Ordinance 2014-07 An Ordinance Amending the Bartlett Zoning Ordinance with Respect to the Regulation of Impervious Surfaces in Residential Zoning Districts. This ordinance set a maximum impervious surface percentage for residential lots based on their lot size to reduce storm water runoff and maintain green space (see Table 5-4 on Page 10.) The Staff has been implementing this ordinance and its regulations since its inception. To date, no variations have been requested.

CHAPTER 2 – RULES AND DEFINITIONS (Pertaining Only to Chapter 5 Updates)

Sections of Chapter 2 that have been updated per the revisions made to Chapter 5 (i.e. Places of Assembly added).

The staff recommends forwarding the updated Zoning Ordinance Chapters 2 & 5 on to the Zoning Board of Appeals for further review and to conduct the public hearing.

Trustee Reinke asked about cell towers and the fact that they are “Special Uses” in the ER-1, ER-2 and ER-3. He didn’t think cell towers should be a special use in any residential district. If we say that something is a special use than legally it’s a legislative determination that the use is appropriate for that zoning district. He didn’t feel that cell towers are an appropriate use in those zoning districts. He welcomed the cell company



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to pitch the location of the tower in a residential district, we will give them their due process. He didn't think that it is a special use.

Attorney Mraz stated that if a use is not listed as either permitted or special, the under the Bartlett Zoning Ordinance it is a prohibited use. Federal laws such as the Telecommunications Act ("TCA"), FCC rulings and the case law that interprets them are eroding municipal zoning ordinances and the ability of municipalities to restrict siting when it comes to cell towers. It seems that the crux of the cases come down to where the cell phone providers have a gap in their coverage. In the old days, everyone had landlines and consumers did not expect perfect cell phone reception in their homes. The Village experienced a cell tower siting petition at the horse farm off of South Bartlett Road which was zoned residential and was directly across the street from residential homes. The Village hired an expert to refute the lack of coverage claim and prove the petitioner, US Cellular, did not sufficiently explore alternate sites. The Village hired other experts as well including an appraiser. The expectation of carriers now, and they argue their customers as well, is they want to have good cell signal even in their basements. Carriers often claim they need to have cell towers at more heavily populated places and at higher elevations. Hence, the Village has allowed cell antennas to be put on our water towers because of their height. Those are sometimes in residential districts. In the draft before you, Staff tried to limit special uses for cell towers in residential districts to the larger residential zoned ER areas to avoid a facial challenge to its Zoning Ordinance and from a practical side open up more geographic areas to overcome a TCA challenge. He stated that Trustee Reinke was correct in the sense that once you make the legislative determination that something is a special use, it is a legislative finding that it is permitted and requires a tough standard to turn down a special use request. It is a trade-off trying to meet the federal legislation and preserve to the extent possible traditional zoning authority. If the Village limits cell towers to commercial, industrial and a few larger residential districts, carriers at least in theory, will go through the special use process. The standard for turning down a special use permit is that it must have some extraordinary impact different than other similarly zoned property or cause a problem that another special use in that same district would not. It is a tough standard but that was the thinking rather than outlaw cell towers from all residential districts.

Trustee Reinke asked where else are they a special use under the existing ordinance.

Mr. Plonczynski stated that most of the time it is the height regulation and we have them on top of water towers, ComEd poles in residential districts and field lights in parks.

Trustee Reinke stated that in a commercial or industrial district you will treat it as a height issue but not as a use issue.

Mr. Plonczynski stated that is generally how they have treated it in the past.



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Trustee Reinke asked if anyone has strong feelings on this.

President Wallace stated that it sounds like the height thing is in the residential as well.

Plonczynski stated that where they have been placed, primarily in the residential districts in town, are on the water towers. We have given our water towers a height allowance so the cell towers can fit.

Attorney Mraz stated that there is limited space on the towers and carriers claim to have an area of poor reception anyway in trying to get a special use or variation for a height allowance.

President Wallace asked if there was an area of poor reception in Bartlett.

Mr. Plonczynski stated that we have some gaps. Our consultant did an analysis and found some gaps in coverage a couple of years ago for the carrier in question. Providers regularly approach us about adding new equipment and locations.

Attorney Mraz stated that their technology changes all the time and then they talk about shorter towers, more prevalent, versus a big tall tower. He stated that he thought it a little problematic to just say "none" in residential districts across the board, given that the federal law will look at the gaps in their coverage and trump our zoning ordinance. If the Board tries to limit it to a few additional areas then the Village will have a stronger argument. A carrier is required to do a site suitability study that includes alternate site analysis, but that is often perfunctory. Most of the Village's industrial zoned property is on the west side of town but that isn't necessarily where the carriers need it.

President Wallace stated that this is the first time he has heard there were gaps in coverage.

Attorney Mraz stated that originally the cases held that if competing carriers did not have a gap, there wasn't one, but more recent cases look to the petitioner itself and whether that one provider has a gap in its coverage and then allow it to put up a tower. Carriers do a lot of sharing and co-location because of the investment cost of a tower, but they each prefer their own. The carriers' idea of what is good coverage and what we may think, could be something different. The demand of the public has changed what that is and the prevalence of cell phones and people's expectations.

Trustee Deyne stated that the technology is constantly changing. He likes the idea of the special use because that gives us the opportunity to look at that.



VILLAGE OF BARTLETT COMMITTEE MINUTES

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Attorney Mraz stated that when a carrier comes in, staff pushes for using an existing structure or building, or if there are none, for a stealth tower. They are told to look at ball field lights or anything that is not a stand-alone tower. We cannot guarantee that will always work, but his thought is to outlaw them all together in residential districts would be problematic. Carriers have limited areas to place cell antennas and the Village will have a stronger argument if are not just allowed by application of the zoning ordinance stuck out on the west end of the Village.

Trustee Reinke then referred to Commercial Motor Vehicles. He realized there were issues regarding alleged vagueness, ambiguity in the ordinance. He asked if they were comfortable with the phrasing.

Attorney Mraz stated that you have to look at Chapter 2 where the definitions have also been amended and Staff spent a lot of time with the proper wording.

Mr. Plonczynski stated that they spent extensive time reviewing the Illinois Vehicle Code with the traffic division of the Police Department and input as well from the code officers, and this is the language that they came up with.

Trustee Reinke referred to the Site Plan Review. He asked if someone comes in for a building permit for a multi-family or non-residential use, will they have to go through the site plan process. What if someone was coming in with a sign permit? Would the sign permit trigger the site plan review requirement?

Mr. Plonczynski stated "no".

Trustee Reinke asked if someone was running a non-residential use in a residential district, legal non-conforming use and their water goes out - will they have to come in for a building permit and will it trigger the site plan review?

Mr. Plonczynski stated that the site plan review provisions are also elsewhere in the Code, but it is intended for townhome developments or if you had a park type use, or a church or place of assembly – those would have to go through site plan review in the residential district.

Trustee Camerer asked for clarification on the revised ordinance for the churches. Are they not being regulated currently?

Mr. Plonczynski stated that they are probably over-regulated or are inconsistent.

Trustee Camerer talked about parking, noise and traffic. It could be easy for someone to say that the church is too noisy, just because they don't like the church or the



VILLAGE OF BARTLETT COMMITTEE MINUTES

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property or they are not religious. Can they come to the Village and would this be an issue?

Plonczynski stated that it is more when you are siting new uses. We were treating churches different than other places of assembly. The proposed new banquet facility will be treated like a new church. They would have to be treated equally. He thought the reason was because all of them can generate noise, traffic and congestion so the previous ordinance was not treating them equally. That is the intent of the law. We still get noise complaints from the churches and large places of assembly. Under the new ordinance they will be treated equally.

Attorney Mraz stated that there were inconsistencies. One district would have permitted use and another a special use. The Village should try to avoid having any ordinance declared unconstitutional on its face. There will also be questions about whether it was constitutionally applied. There are cases, for example City of Evanston case, where the municipality just made churches a special use in every district. The courts have said that you can't make everything a special use. There must be some logic or rational basis. A church in an ER-1 district will be different than another district. The Board will make the ultimate decision based on the evidence that is presented to it. The idea is that the impact of a larger church and a banquet facility are often much the same. Residents may object whether it's a banquet facility or a church.

Mr. Plonczynski stated you will see it as a banquet facility before you see it as a church. That is coming up soon and they will make that argument that Trustee Camerer just stated.

Administrator Salmons stated that this law makes it less likely that they would be involved with a church that was making too much noise or had a parking issue. We have had some neighborhood church issues where people went ahead and had church services on Sunday morning or Thursday nights, in their home. Unless they are parking over the sidewalk or blocking things, they may not be prohibited.

Trustee Camerer referred to the Agricultural changes. He thought that it seemed restrictive from the standpoint of poultry and bees. There are towns that are making efforts to have pilot studies (Elgin) that allows a certain amount of residents to have chickens without a rooster. As far as bees go, Hanover Park has a designated area for bee keepers to come and put their bee hives up.

Attorney Mraz stated that the draft under consideration regulates those uses in small yards and considers the impact on the neighbors. The draft ordinance says 100 feet. Staff has encountered problems and didn't have a clear restriction. The uses are allowed in Agriculture Districts, of which there may be one, so from that standpoint this



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is less restrictive. Neighbors were unhappy when there were bees in close proximity to small children.

Trustee Camerer stated that was a weak argument when it comes to bees throughout the world. You need bees for pollination. Without bees, we don't exist.

Attorney Mraz stated that the ordinance does not outlaw bees.

Mr. Plonczynski stated Staff get requests for backyard chickens, aviaries, and those types of things. This section of the ordinance is the same as before except for a few changes. If you wanted to change the ordinance to allow for chickens and bees in closer proximity, we can do that. This is to regulate the areas with smaller yards.

Trustee Camerer stated that he would like to see input from other towns in the area.

Mr. Plonczynski stated that they have done some research in the chicken area because that seems to be the most requested. Some towns that have chicken ordinances that allow them, have to be kept in heated, enclosed yards with running water and electricity. Bee keeping is becoming more prevalent in urban areas. We didn't have any regulation in the past and the few that we had were in close proximity of other homes and they did get some complaints.

Trustee Camerer stated that the villages that are looking at things like this are progressing. They are looking at ways to bring in other types of food, hobbies, and you need these things. He hates to see government come in and tell people what they can't do.

Mr. Plonczynski stated that a few instances where people have been keeping chickens, sometimes they tend to be free range chickens and they end up all over.

Trustee Camerer stated that he would like to have further discussions on this. He stated that Elgin has a pilot study of some sort as well as Hanover Park and possibly St. Charles. The question is, why are they forward thinking more than we are. He thinks we should be considering it.

Trustee Hopkins stated that Trustee Camerer brings up an extremely good point and he thinks the language on this zoning change is very restrictive. He thought they should look at different possibilities as well as other communities.

Mr. Plonczynski stated that it will be a combination of reducing the distances and requiring that you have those animals in some sort of structure. They will do more research on other towns.



**VILLAGE OF BARTLETT
COMMITTEE MINUTES**

April 19, 2016

Trustee Camerer asked if they can have more information in a month or two.

Mr. Plonczynski stated that this has to go to the Zoning Board for a text amendment. They will get that information ready for them so they know it is the Board's desire.

President Wallace stated that it was way more restrictive in the prior version saying that they needed 10 acres.

Mr. Plonczynski stated that the Sunset Hill Farms/Litchfield area with larger lots was the area that the restrictions were originally written for. The distance requirement is because of their experience with the bees.

Trustee Camerer asked if anyone had beehives in the village.

Plonczynski stated "yes", they have them.

Trustee Camerer thought it is an interesting hobby.

Mr. Plonczynski stated that he was sure it is a great hobby but unfortunately, the one that was located in town was in proximity to someone who had children with allergies.

President Wallace thought it would be good information to know how many 2+ acre lots we have in the village.

Trustee Hopkins asked how often residents come into the building department and want to put up a patio, deck or shed and they are told that they cannot.

Building Director Brian Goralski stated that they get about six per day. They do their due diligence and look at them. About 85% are allowable. It is just the small lots that have a sea of concrete that have the issues. There are other ways they can obtain their requests and we inform them of that process.

Trustee Reinke stated that he did not understand why a pool is a problem. He understands that it's not pervious but at the same time it's containing the water.

Mr. Goralski stated that was his argument with Jim Plonczynski but Jim won.

Mr. Plonczynski stated that they are looking at it for the coverage of the lot. There is usually a deck around the patio or an in-ground pool with a patio so they count it as an impervious surface and most towns do.

Trustee Camerer stated that he has a problem with the impervious surface thing as well.



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Mr. Plonczynski stated that they experience that in the older parts of town with flooding issues. They have spent a lot of money in those areas to build extra detention areas to cover that and that is the trade-off. There are more restrictive ordinances on impervious surfaces in other towns - ours is fairly relaxed.

President Wallace stated that if the zoning commission is going to look at this can they look at the above ground pools as well. It should make sense for people.

Trustee Hopkins asked if they will hold off on the public hearing since they may make changes.

Mr. Plonczynski stated that he would like to go to the Zoning Board for the public hearing and their input with that information and bring it back to the Board.

Trustee Hopkins stated that maybe they should hold off on the public hearing because they may make some changes.

President Wallace stated that there is a lot here. He would be more comfortable with getting the Zoning Board's input and have it come back to them and do the public hearing after that.

Attorney Mraz stated that the public hearing is before the Zoning Board so it's either take the message and incorporate those into a document and that is what the public hearing is on. You are saying that alternatively, let's see what those changes are and bring it back to the Committee. See those before it's sent to the Zoning Board where the public hearing will take place.

Trustee Hopkins thought they should get it, review it, make some changes. We will review it and send it back to them.

Trustee Camerer agreed.

Mr. Plonczynski stated that the Zoning Board sometimes takes more than one meeting to look at something like this. We can have them give it an initial look, tell him the suggestions and they can make recommendations on those areas, bring it back to the Board and then hold the public hearing after that. If the Board is comfortable with their changes than we can go back to them with the public hearing.

Trustee Reinke asked if there were any part of the proposed amendments that he would consider urgent. He sensed a little hesitancy.

Plonczynski stated only the commercial vehicles.



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April 19, 2016

Trustee Hopkins asked if they can take that out and have a public hearing on commercial vehicles. That can be the first part that is reviewed.

Mr. Plonczynski stated that they can split it up that way and have the public hearing on a portion of it and get their feedback on the balance.

Trustee Camerer thought if they heard it first, they would have a better idea on what to expect.

Administrator Salmons stated that they typically get it to the Board first.

President Wallace stated that they should take the commercial vehicle portion, have the public hearing with the Zoning Board and bring it back to the Board. The rest of the proposed changes will get additional information and bring it back to a future Committee meeting.



**VILLAGE OF BARTLETT
COMMITTEE MINUTES**

April 19, 2016

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

ROLL CALL VOTE TO ADJOURN

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

NAYS: None

ABSENT: Trustee Arends

MOTION CARRIED

The meeting adjourned at 8:11 p.m.

Lorna Gilles
Village Clerk
LG/

**VILLAGE OF BARTLETT
DETAIL BOARD REPORT
INVOICES DUE ON/BEFORE 5/3/2016**

100-GENERAL FUND REVENUES

430310-TOWING/IMPOUNDING FEES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EDWIN SANDOVAL	REFUND/ADMINISTRATIVE TOW FEE	500.00
	INVOICES TOTAL:	500.00

100000-GENERAL FUND

210002-GROUP INSURANCE PAYABLE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 DELTA DENTAL OF ILLINOIS - RISK	MONTHLY INSURANCE - MAY 2016	15,543.90
** 1 DELTA DENTAL OF ILLINOIS - RISK	MONTHLY INSURANCE - MAY 2016	141.35
	INVOICES TOTAL:	15,685.25

1100-VILLAGE BOARD/ADMINISTRATION

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CANON SOLUTIONS AMERICA INC	COPIER MAINTENANCE SERVICE	555.83
	INVOICES TOTAL:	555.83

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	65.03
	INVOICES TOTAL:	65.03

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	TONER	103.91
	INVOICES TOTAL:	103.91

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MUNICIPAL CLERKS OF DUPAGE COUNTY	MEMBERSHIP RENEWAL	20.00
	INVOICES TOTAL:	20.00

543900-COMMUNITY RELATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BARTLETT AREA CHAMBER OF COMMER	DINNER SPONSORSHIP	750.00
	INVOICES TOTAL:	750.00

1200-PROFESSIONAL SERVICES

523400-LEGAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
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** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 5/3/2016**

**	1 BRYAN E MRAZ & ASSOC PC	PROFESSIONAL SERVICES	22,583.00
	1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	925.00
	1 STORINO RAMELLO & DURKIN	PROFESSIONAL SERVICES	630.00
		<u>INVOICES TOTAL:</u>	<u>24,138.00</u>

523401-ARCHITECTURAL/ENGINEERING SVC

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHRISTOPHER B BURKE ENG LTD	POTABLE WATER STUDY	362.50
1 CHRISTOPHER B BURKE ENG LTD	BARTLETT RIDGE	2,003.30
	<u>INVOICES TOTAL:</u>	<u>2,365.80</u>

1210-LIABILITY INSURANCE

544200-LIABILITY INS DEDUCTIBLE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 INTERGOVERNMENTAL RISK	MARCH DEDUCTIBLES	921.57
	<u>INVOICES TOTAL:</u>	<u>921.57</u>

1400-FINANCE

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CANON SOLUTIONS AMERICA INC	COPIER MAINTENANCE SERVICE	503.96
	<u>INVOICES TOTAL:</u>	<u>503.96</u>

523110-LEGAL PUBLICATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PADDOCK PUBLICATIONS INC	PUBLIC HEARING NOTICE	85.10
1 PADDOCK PUBLICATIONS INC	PUBLIC HEARING NOTICE	552.00
	<u>INVOICES TOTAL:</u>	<u>637.10</u>

529000-OTHER CONTRACTUAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PROSHRED NORTH	PAPER SHREDDING SERVICES	105.00
	<u>INVOICES TOTAL:</u>	<u>105.00</u>

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	ENVELOPES/LEGAL PADS	43.03
1 WAREHOUSE DIRECT	INK CARTRIDGES	29.38
	<u>INVOICES TOTAL:</u>	<u>72.41</u>

532300-POSTAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 U S POSTAL SERVICE	POSTAGE FOR METER	5,000.00
	<u>INVOICES TOTAL:</u>	<u>5,000.00</u>

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 5/3/2016**

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DUPAGE COUNTY RECORDER	RECORDING FEES	69.00
INVOICES TOTAL:		69.00

1500-COMMUNITY DEVELOPMENT

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	56.42
INVOICES TOTAL:		56.42

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	POCKET FILES/LABELS/TAPE	119.36
INVOICES TOTAL:		119.36

1600-BUILDING

511200-TEMPORARY SALARIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KENNETH BURRIS	29 INSPECTIONS	870.00
INVOICES TOTAL:		870.00

523010-ELEVATOR INSPECTIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ELEVATOR INSPECTION SERVICE	ELEVATOR RE-INSPECTIONS	32.00
INVOICES TOTAL:		32.00

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	84.88
INVOICES TOTAL:		84.88

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CENTURY PRINT & GRAPHICS	BUSINESS CARDS	52.50
1 TOSHIBA BUSINESS SOLUTIONS	COPIER MAINTENANCE SERVICE	173.93
INVOICES TOTAL:		226.43

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DON FREDERICKS	CERTIFICATION TESTING FEE	180.00
INVOICES TOTAL:		180.00

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 5/3/2016**

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 IL ASSOC FOR FLOODPLAIN &	MEMBERSHIP RENEWAL	25.00
	INVOICES TOTAL:	25.00

1700-POLICE

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ADT SECURITY SERVICES	ALARM MONITORING SERVICES	43.45
1 COUNTRYSIDE FUNERAL HOME	TRANSPORTATION SERVICES	400.00
1 PROSHRED NORTH	PAPER SHREDDING SERVICES	60.00
1 TYCO INTEGRATED SECURITY LLC	QUARTERLY SERVICE FEE	670.38
1 ULTRA STROBE COMMUNICATIONS INC	MONTHLY SERVICE AGREEMENT	1,500.00
1 VERIZON WIRELESS	WIRELESS SERVICES	684.20
1 VERIZON WIRELESS	WIRELESS SERVICES	397.87
1 VISUAL COMPUTER SOLUTIONS INC	ANNUAL RENEWAL FEES	8,247.00
	INVOICES TOTAL:	12,002.90

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	1,052.97
	INVOICES TOTAL:	1,052.97

522700-COMPUTER SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 LEADSONLINE	ONLINE SUBSCRIPTION RENEWAL	3,688.00
	INVOICES TOTAL:	3,688.00

523100-ADVERTISING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PADDOCK PUBLICATIONS INC	CLASSIFIED AD	484.00
	INVOICES TOTAL:	484.00

526000-VEHICLE MAINTENANCE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AUTOZONE	WINDSHIELD WIPERS	23.98
1 AUTOZONE	VEHICLE MAINTENANCE SUPPLIES	71.94
1 BARTLETT SUPER WASH	CAR WASH TOKEN COUPONS	350.00
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	26.85
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	22.90
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	985.60
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	22.90
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	34.75
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	28.99
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	51.89
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	22.90

** Indicates pre-issue check.

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1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	9.00
1 L-3 COMMUNICATIONS	REPLACEMENT BATTERIES	730.35
1 RIVER RAND AUTO INC	TRAILER HITCH SUPPLIES	149.75
1 RICK SADOWSKI	VEHICLE STRIPING/DECAL REMOVAL	280.00
1 ULTRA STROBE COMMUNICATIONS INC	SPOTLIGHT REPLACEMENTS	1,079.70
1 ULTRA STROBE COMMUNICATIONS INC	REWIRE GRILL LIGHTS	55.00
INVOICES TOTAL:		3,946.50

526050-VEHICLE SET UP

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ULTRA STROBE COMMUNICATIONS INC	COMPUTER PURCHASE	3,226.00
INVOICES TOTAL:		3,226.00

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ABILITY AWARDS INC	RETIREMENT PLAQUE/ENGRAVING	131.30
1 AMERICAN FIRST AID SERVICES INC	FIRST AID SUPPLIES	125.80
1 CHICAGO BADGE & INSIGNIA CO	MEDAL	70.54
1 MICHAEL KMIECIK	FOOD PURCHASE/K-9 LUTHER	70.72
1 NEW ALBERTSONS INC	FOOD PURCHASES/SUPPLIES	176.62
1 OUR DESIGNS INC	BATON AWARD	288.90
1 STREICHER'S	MEDALS	145.00
1 TOPS IN DOG TRAINING	K-9 MAINTENANCE TRAINING/SUPPLIES	120.00
1 WAREHOUSE DIRECT	TONER	235.01
1 WAREHOUSE DIRECT	TONER	150.22
INVOICES TOTAL:		1,514.11

530115-SUBSCRIPTIONS/PUBLICATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THOMSON REUTERS-WEST	MONTHLY SUBSCRIPTION	177.58
INVOICES TOTAL:		177.58

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	6,609.08
INVOICES TOTAL:		6,609.08

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STATE GRAPHICS	BUSINESS CARDS	57.00
1 WAREHOUSE DIRECT	PAPER CLIPS/TAPE/ADDRESS LABELS	83.59
1 WAREHOUSE DIRECT	CARD CABINET/POST-IT PADS	317.20
INVOICES TOTAL:		457.79

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
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** Indicates pre-issue check.

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1 ANYTHING UNDER THE SUN	PAINT TOUCH-UP FOR OPEN HOUSE	300.00
1 CHICAGO BADGE & INSIGNIA CO	BADGE REPAIRS	46.89
1 CRYSTAL MGMT & MAINT SERVICES COR	CLEANING SERVICES/OPEN HOUSE	545.00
		<u>INVOICES TOTAL:</u>
		<u>891.89</u>

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JEFFREY L CHUDWIN	INSTRUCTIONAL SERVICES	3,300.00
1 FRED PRYOR SEMINARS	SEMINAR REGISTRATION FEE	119.00
1 NICHOLAS GRAY	ACADEMY TRAINING EXPENSES	174.96
1 TRACEY HUNTER	TRAINING EXPENSES	66.60
1 MAJOR CASE ASSISTANCE TEAM	MCAT AWARDS BANQUET	154.00
1 NORTH EAST MULTI-REGIONAL	ANNUAL MEMBERSHIP FEES	6,175.00
1 KYLE RYBASKI	TRAINING EXPENSES	81.00
1 KYLE RYBASKI	TRAINING EXPENSES	81.00
1 ROBERT SWEENEY	TRAINING EXPENSES	88.50
1 TOPS IN DOG TRAINING	K-9 MAINTENANCE TRAINING/SUPPLIES	250.00
		<u>INVOICES TOTAL:</u>
		<u>10,490.06</u>

542000-PLANNING & RESEARCH

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 POWER DMS INC	ANNUAL SUBSCRIPTION FEE	4,589.00
		<u>INVOICES TOTAL:</u>
		<u>4,589.00</u>

542810-SAFETY PROGRAM EXPENSES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALEXIAN BROTHERS CORPORATE	PERSONNEL TESTING	100.00
		<u>INVOICES TOTAL:</u>
		<u>100.00</u>

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ILLINOIS TRUCK ENFORCEMENT ASSOC	MEMBERSHIP RENEWAL	100.00
1 INT'L ASSOC FOR PROPERTY & EVIDENCI	MEMBERSHIP DUES/G PRETKELIS	50.00
1 INT'L ASSOC FOR PROPERTY & EVIDENCI	MEMBERSHIP DUES/M BRADY	50.00
		<u>INVOICES TOTAL:</u>
		<u>200.00</u>

543900-COMMUNITY RELATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NEW ALBERTSONS INC	FOOD PURCHASES/SUPPLIES	74.43
1 ROSE PARTY RENTAL	HELIUM TANK RENTAL/OPEN HOUSE	307.00
1 SYCAMORE TRAILS	OPEN HOUSE BUTTONS	35.98
1 TOWN & COUNTRY GARDENS	D.A.R.E. GRADUATION FLOWERS	158.50
		<u>INVOICES TOTAL:</u>
		<u>575.91</u>

544001-PRISONER DETENTION

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
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** Indicates pre-issue check.

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1 I C S JAIL SUPPLIES INC	SHEETS FOR PRISONER DETENTION	214.68
1 NEW ALBERTSONS INC	FOOD PURCHASES/SUPPLIES	41.78
1 VILLAGE SUDS STATION INC	DETENTION BLANKET CLEANING	14.50
INVOICES TOTAL:		270.96

545100-EMERGENCY MANAGEMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	VPN SERVICE	2.11
INVOICES TOTAL:		2.11

545200-POLICE/FIRE COMMISSION

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALEXIAN BROTHERS CORPORATE	PERSONNEL TESTING	561.00
1 INDUSTRIAL ORGANIZATIONAL SOLUTIC	ORAL INTERVIEW DEVELOPMENT	3,215.00
INVOICES TOTAL:		3,776.00

1800-STREET MAINTENANCE

522300-UNIFORM RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 UNIFIRST CORP	UNIFORM RENTAL	95.92
1 UNIFIRST CORP	UNIFORM RENTAL	95.92
1 UNIFIRST CORP	UNIFORM RENTAL	102.47
INVOICES TOTAL:		294.31

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ATLAS BOBCAT LLC	CREDIT - RETURNED ITEMS	-70.00
1 TELVENT DTN LLC	WEATHER INFORMATION SERVICE	586.00
1 VERIZON WIRELESS	WIRELESS SERVICES	179.62
1 VERIZON WIRELESS	WIRELESS SERVICES	4.81
INVOICES TOTAL:		700.43

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	241.47
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	21.36
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	112.56
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	13.22
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	2,065.25
1 CONSTELLATION ENERGY	ELECTRIC BILL	56.74
1 MIDAMERICAN ENERGY SERVICES LLC	ELECTRIC BILL	6,133.28
INVOICES TOTAL:		8,643.88

524230-SNOW PLOWING CONTRACTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KONCRETE CONSTRUCTION INC	SNOW PLOWING SERVICES	3,645.00

** Indicates pre-issue check.

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INVOICES TOTAL: 3,645.00

526000-VEHICLE MAINTENANCE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 LINE-X PROTECTIVE COATINGS	VEHICLE MAINTENANCE	495.00
<u>INVOICES TOTAL:</u>		<u>495.00</u>

527110-SVCS TO MAINTAIN TRAFFIC SIGS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COOK COUNTY TREASURER	TRAFFIC SIGNAL MAINTENANCE	350.25
1 MEADE ELECTRIC CO INC	TRAFFIC SIG/STREET LIGHT MAINT	1,001.00
1 STATE TREASURER	TRAFFIC SIGNAL MAINTENANCE	3,119.97
<u>INVOICES TOTAL:</u>		<u>4,471.22</u>

527113-SERVICES TO MAINT. GROUNDS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WESTERN REMAC INC	SIGNAGE FOR DOWNTOWN AREA	3,800.00
<u>INVOICES TOTAL:</u>		<u>3,800.00</u>

527130-SIDEWALK & CURB REPLACEMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HANK JOHNSON	SIDEWALK REIMBURSEMENT	300.00
<u>INVOICES TOTAL:</u>		<u>300.00</u>

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AIRGAS NORTH CENTRAL	CYLINDER RENTAL	151.85
1 STEVE DYLO	REIMBURSEMENT/DAMAGED MAILBOX	106.97
<u>INVOICES TOTAL:</u>		<u>258.82</u>

530115-SUBSCRIPTIONS/PUBLICATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 INSTITUTE OF BUSINESS	SUBSCRIPTION RENEWAL	88.50
<u>INVOICES TOTAL:</u>		<u>88.50</u>

530150-SMALL TOOLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CAROL STREAM LAWN & POWER	TOOLS/SUPPLIES	346.96
1 CAROL STREAM LAWN & POWER	TOOLS/SUPPLIES	339.48
1 FASTENAL CO	TOOLS	88.19
1 FASTENAL CO	TOOLS	61.66
1 RUSSO'S POWER EQUIPMENT INC	CONCRETE CHAINSAW	1,670.00
<u>INVOICES TOTAL:</u>		<u>2,506.29</u>

532010-FUEL PURCHASES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
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** Indicates pre-issue check.

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** 1 WEX BANK	FUEL PURCHASES	3,239.03
	INVOICES TOTAL:	3,239.03

532200-OFFICE SUPPLIES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 WAREHOUSE DIRECT	INK CARTRIDGES/LEGAL PADS	98.81
1 WAREHOUSE DIRECT	PAPER TOWELS/TRASH BAGS	343.16
	INVOICES TOTAL:	441.97

534300-EQUIPMENT MAINTENANCE MATLS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 3M	EQUIPMENT MAINTENANCE SUPPLIES	15.84
1 ATLAS BOBCAT LLC	EQUIPMENT MAINTENANCE SUPPLIES	46.05
1 ATLAS BOBCAT LLC	EQUIPMENT MAINTENANCE SUPPLIES	65.28
1 AUTOZONE INC	MAINTENANCE SUPPLIES	2,534.96
1 CANON SOLUTIONS AMERICA INC	COPIER MAINTENANCE SERVICE	31.41
1 CAROL STREAM LAWN & POWER	EQUIPMENT MAINTENANCE SUPPLIES	334.08
1 GRAINGER	EQUIPMENT MAINTENANCE SUPPLIES	54.40
1 INTERSTATE BILLING SERVICE INC	EQUIPMENT MAINTENANCE SUPPLIES	555.28
1 INTERSTATE BILLING SERVICE INC	EQUIPMENT MAINTENANCE SUPPLIES	43.34
1 INTERSTATE BILLING SERVICE INC	CREDIT - RETURNED PARTS	-88.32
1 NAPA AUTO PARTS	EQUIPMENT MAINTENANCE SUPPLIES	138.38
1 POMP'S TIRE SERVICE INC	TIRE REPLACEMENTS	707.42
1 POMP'S TIRE SERVICE INC	TIRES	2,172.56
1 POMP'S TIRE SERVICE INC	CREDIT	-1,364.44
1 POMP'S TIRE SERVICE INC	TIRE REPLACEMENTS	53.92
1 REAL'S TIRE SERVICE	TIRE REPAIRS/REPLACEMENTS	828.00
1 WESSPUR TREE EQUIPMENT INC	CHIPPER KNIVES	2,344.72
1 WEST SIDE TRACTOR SALES CO	EQUIPMENT REPAIRS	4,283.65
	INVOICES TOTAL:	12,756.53

534400-STREET MAINTENANCE MATERIALS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 3M	MAINTENANCE SUPPLIES	621.00
1 3M	MAINTENANCE SUPPLIES	621.00
1 TRAFFIC CONTROL & PROTECTION INC	BARRICADES	822.00
	INVOICES TOTAL:	2,064.00

534800-STREET LIGHTS MAINT MATERIALS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 CRESCENT ELECTRIC SUPPLY CO	LED STREET LIGHT LAMPS	2,018.09
	INVOICES TOTAL:	2,018.09

543800-STORMWATER FACILITIES MAINT

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 EARTH INC	STONE/GRAVEL PURCHASE	1,655.58
1 WELCH BROS INC	CEMENT/MAINTENANCE MATERIALS	1,395.13

** Indicates pre-issue check.

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1 WELCH BROS INC	CREDIT - RETURNED ITEMS	-28.00
INVOICES TOTAL:		3,022.71

3000-DEBT SERVICE EXPENDITURES

523700-AGENTS FEES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WELLS FARGO BANK	AGENT FEES/SERIES 2012	525.00
INVOICES TOTAL:		525.00

430000-DEVELOPER DEPOSITS FUND

270398-BARTLETT POINTE WEST

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAMPTON LENZINI AND RENWICK INC	SUBDIVISION IMPROVEMENTS	716.00
INVOICES TOTAL:		716.00

4800-BREWSTER CREEK TIF MUN ACC EXP

523100-ADVERTISING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BIG BENUZZI'S INDUSTRIAL GUIDE INC	ADVERTISING	250.00
1 TONY FRADIN	REGISTRATION/INDUSTRIAL SUMMIT	89.00
INVOICES TOTAL:		339.00

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TONY FRADIN	MEETING REGISTRATION	60.00
1 TONY FRADIN	TRAINING SEMINAR REGISTRATION	450.00
INVOICES TOTAL:		510.00

5000-WATER OPERATING EXPENSES

522300-UNIFORM RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 UNIFIRST CORP	UNIFORM RENTAL	36.51
1 UNIFIRST CORP	UNIFORM RENTAL	36.51
1 UNIFIRST CORP	UNIFORM RENTAL	36.51
INVOICES TOTAL:		109.53

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AQUA BACKFLOW INC	BACKFLOW TRACKING PROGRAM	1,552.20
1 AQUA BACKFLOW INC	IEPA MAILED SURVEYS	17,077.50
INVOICES TOTAL:		18,629.70

** Indicates pre-issue check.

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522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	179.62
INVOICES TOTAL:		179.62

522720-PRINTING SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	APRIL 2016 BILLING	422.82
INVOICES TOTAL:		422.82

522800-ANALYTICAL TESTING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SUBURBAN LABORATORIES INC	ANALYTICAL TESTING	137.50
INVOICES TOTAL:		137.50

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	61.74
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	37.06
1 CONSTELLATION ENERGY	ELECTRIC BILL	3,844.84
1 CONSTELLATION ENERGY	ELECTRIC BILL	7,693.53
INVOICES TOTAL:		11,637.17

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MID AMERICAN WATER	MATERIALS & SUPPLIES	1,489.94
1 MID AMERICAN WATER	MATERIALS & SUPPLIES	82.66
INVOICES TOTAL:		1,572.60

530115-SUBSCRIPTIONS/PUBLICATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 INSTITUTE OF BUSINESS	SUBSCRIPTION RENEWAL	88.50
INVOICES TOTAL:		88.50

530120-CHEMICAL SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VIKING CHEMICAL CO	CHEMICAL SUPPLIES	2,261.50
INVOICES TOTAL:		2,261.50

530150-SMALL TOOLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 USA BLUE BOOK	TOOLS	94.96
INVOICES TOTAL:		94.96

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
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** Indicates pre-issue check.

**VILLAGE OF BARTLETT
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**	1 WEX BANK	FUEL PURCHASES	817.47
			<u>INVOICES TOTAL:</u> 817.47

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1 WAREHOUSE DIRECT	INK CARTRIDGES/LEGAL PADS	25.64	
1 WAREHOUSE DIRECT	PAPER TOWELS/TRASH BAGS	343.16	
			<u>INVOICES TOTAL:</u> 368.80

532300-POSTAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
** 1 SEBIS DIRECT INC	APRIL BILLS POSTAGE	1,699.31	
			<u>INVOICES TOTAL:</u> 1,699.31

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1 CANON SOLUTIONS AMERICA INC	COPIER MAINTENANCE SERVICE	31.41	
1 GRAINGER	ADHESIVE SEALANT	47.16	
1 MIDWEST CHLORINATING & TESTING IN	EQUIPMENT MAINTENANCE	225.00	
1 USA BLUE BOOK	EQUIPMENT MAINTENANCE SUPPLIES	450.16	
			<u>INVOICES TOTAL:</u> 753.73

500000-WATER FUND

121054-WATER/SEWER BILLING A/R

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1 CHRIS CZAJKA	REFUND/WATER BILL OVERPAYMENT	12.04	
1 CHAU PHAN	REFUND/WATER BILL OVERPAYMENT	300.00	
			<u>INVOICES TOTAL:</u> 312.04

5090-WATER CAPITAL PROJECTS EXP

581020-WATER METER AUTOMATION

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1 CHRISTOPHER B BURKE ENG LTD	LAKE ST PUMP STATION UPGRADE	1,814.50	
			<u>INVOICES TOTAL:</u> 1,814.50

581024-1,000 GPM WELL

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1 CHRISTOPHER B BURKE ENG LTD	WATER SYSTEM PLAN	12,503.57	
			<u>INVOICES TOTAL:</u> 12,503.57

581025-STEARN'S RD IRON FILTER REPLCT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALL SERVICE CONTRACTING CORP	FILTER REPLACEMENT	15,139.10
1 DNP WELDING	WELL HOUSE WELDING REPAIRS	11,947.50

** Indicates pre-issue check.

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INVOICES TOTAL: 27,086.60

5100-SEWER OPERATING EXPENSES

522300-UNIFORM RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 UNIFIRST CORP	UNIFORM RENTAL	66.22
1 UNIFIRST CORP	UNIFORM RENTAL	66.22
1 UNIFIRST CORP	UNIFORM RENTAL	66.22
<u>INVOICES TOTAL:</u>		<u>198.66</u>

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	179.62
<u>INVOICES TOTAL:</u>		<u>179.62</u>

522720-PRINTING SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	APRIL 2016 BILLING	422.81
<u>INVOICES TOTAL:</u>		<u>422.81</u>

522800-ANALYTICAL TESTING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SUBURBAN LABORATORIES INC	ANALYTICAL TESTING	133.50
<u>INVOICES TOTAL:</u>		<u>133.50</u>

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION ENERGY	ELECTRIC BILL	184.93
1 CONSTELLATION ENERGY	ELECTRIC BILL	163.68
1 CONSTELLATION ENERGY	ELECTRIC BILL	241.67
1 NICOR GAS	GAS BILL	83.00
1 NICOR GAS	GAS BILL	37.06
1 NICOR GAS	GAS BILL	26.82
1 NICOR GAS	GAS BILL	25.42
<u>INVOICES TOTAL:</u>		<u>762.58</u>

524210-SLUDGE REMOVAL

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SYNAGRO CENTRAL LLC	SLUDGE DISPOSAL	4,331.25
<u>INVOICES TOTAL:</u>		<u>4,331.25</u>

526000-VEHICLE MAINTENANCE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	32.22
1 KAMMES AUTO & TRUCK REPAIR INC	VEHICLE MAINTENANCE	820.19

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 INVOICES DUE ON/BEFORE 5/3/2016**

INVOICES TOTAL: 852.41

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AIRGAS NORTH CENTRAL	CYLINDER RENTAL	151.86
1 GRAINGER	PORTABLE RADIOS	300.16
1 HINCKLEY SPRING WATER CO	DISTILLED WATER	71.94
INVOICES TOTAL:		523.96

530160-SAFETY EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FULLIFE SAFETY CENTER	BOOTS/SAFETY VESTS	112.26
1 PRO CHEM INC	LATEX GLOVES/SUPPLIES	402.12
INVOICES TOTAL:		514.38

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	879.34
INVOICES TOTAL:		879.34

532300-POSTAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 SEBIS DIRECT INC	APRIL BILLS POSTAGE	1,699.31
INVOICES TOTAL:		1,699.31

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AUTOZONE INC	MAINTENANCE SUPPLIES	70.38
1 CANON SOLUTIONS AMERICA INC	COPIER MAINTENANCE SERVICE	31.41
1 GASVODA & ASSOC INC	EQUIPMENT MAINTENANCE SUPPLIES	785.40
1 GRAINGER	EXHAUST FAN/FILTERS	1,742.29
1 LIONHEART CRITICAL POWER	BLOCK HEATER	153.22
1 NORTH CENTRAL LABORATORIES	LAB SUPPLIES	2,436.48
1 WELCH BROS INC	MAINTENANCE SUPPLIES	118.00
INVOICES TOTAL:		5,337.18

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TERRACE SUPPLY COMPANY	MAINTENANCE SUPPLIES	76.93
INVOICES TOTAL:		76.93

5190-SEWER CAPITAL PROJECTS EXP

582023-PHOSPHORUS REMOVAL SYSTEM

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STRAND ASSOCIATES INC	FACILITY PLAN UPDATE	26,912.89

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 5/3/2016**

INVOICES TOTAL: **26,912.89**

582025-Sanitary Sewer Evaluation

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOERR CONSTRUCTION INC	SANITARY SEWER LINING PROJECT	229,795.73
<u>INVOICES TOTAL:</u>		229,795.73

582026-COUNTRY CREEK LIFT STATION

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JAMES MCHUGH CONSTRUCTION	LIFT STATION UPGRADE	151,065.00
<u>INVOICES TOTAL:</u>		151,065.00

5200-PARKING OPERATING EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 T2 SYSTEMS CANADA INC	MONTHLY EMS SERVICES	525.00
1 TYCO INTEGRATED SECURITY LLC	QUARTERLY SERVICE FEE	36.00
1 UNIFIRST CORP	MATS	12.00
1 UNIFIRST CORP	MATS	12.00
1 UNIFIRST CORP	MATS	12.00
<u>INVOICES TOTAL:</u>		597.00

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	VPN SERVICE	124.40
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	94.05
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	74.95
1 CONSTELLATION ENERGY	ELECTRIC BILL	395.50
1 CONSTELLATION ENERGY	ELECTRIC BILL	74.19
<u>INVOICES TOTAL:</u>		763.09

5500-GOLF PROGRAM EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TYCO INTEGRATED SECURITY LLC	QUARTERLY SERVICE FEE	325.38
<u>INVOICES TOTAL:</u>		325.38

524100-BUILDING MAINTENANCE SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KENNETH BURRIS	PLUMBING SERVICES	110.00
1 JIM CURNOW	PAINTING TOUCH-UPS/REPAIRS	415.00
1 TEMPERATURE ENGINEERING INC	EXHAUST FAN REPAIRS	258.00
<u>INVOICES TOTAL:</u>		783.00

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 5/3/2016**

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION ENERGY	ELECTRIC BILL	1,248.35
1 CONSTELLATION ENERGY	ELECTRIC BILL	36.98
INVOICES TOTAL:		1,285.33

534200-GOLF CART MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NADLER GOLF CAR SALES INC	GOLF CART MAINTENANCE SUPPLIES	276.47
1 NADLER GOLF CAR SALES INC	GOLF CART MAINTENANCE SUPPLIES	175.53
1 NADLER GOLF CAR SALES INC	GOLF CART MAINTENANCE SUPPLIES	166.40
INVOICES TOTAL:		618.40

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 REGAL SEATING COMPANY	BANQUET CHAIR REUPHOLSTERY	240.00
INVOICES TOTAL:		240.00

5510-GOLF MAINTENANCE EXPENSES

522300-UNIFORM RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CINTAS CORPORATION	UNIFORM RENTAL	30.70
1 CINTAS CORPORATION	UNIFORM RENTAL	30.70
1 CINTAS CORPORATION	UNIFORM RENTAL	30.70
1 CINTAS CORPORATION	UNIFORM RENTAL	30.70
1 CINTAS CORPORATION	UNIFORM RENTAL	30.70
INVOICES TOTAL:		153.50

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION ENERGY	ELECTRIC BILL	416.12
1 CONSTELLATION ENERGY	ELECTRIC BILL	12.32
INVOICES TOTAL:		428.44

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BATTERIES PLUS	EQUIPMENT MAINTENANCE SUPPLIES	16.99
1 O'REILLY AUTOMOTIVE INC	EQUIPMENT MAINTENANCE SUPPLIES	692.99
INVOICES TOTAL:		709.98

534500-GROUNDS MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 1ST AYD CORP	DISPOSABLE GLOVES/HAND SOAP	314.66
INVOICES TOTAL:		314.66

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 5/3/2016**

5560-GOLF RESTAURANT EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A MAESTRANZI SONS	KNIFE RENTAL/SHARPENING	17.00
1 COMPLETE BAR SYSTEMS INC	CLEANED BEER LINES	40.00
1 GREAT LAKES SERVICE	MONTHLY SERVICE AGREEMENT	181.87
1 INDUSTRIAL STEAM CLEANING	EXHAUST SYSTEM CLEANING	278.00
INVOICES TOTAL:		516.87

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION ENERGY	ELECTRIC BILL	208.06
1 CONSTELLATION ENERGY	ELECTRIC BILL	6.16
INVOICES TOTAL:		214.22

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	49.81
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	66.60
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	20.00
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	29.28
INVOICES TOTAL:		165.69

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	463.18
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	5.66
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	80.16
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	89.96
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	149.84
1 SCHAMBERGER BROS INC	BEER PURCHASE	165.19
1 SOUTHERN WINE & SPIRITS	LIQUOR PURCHASE	253.26
1 SOUTHERN WINE & SPIRITS	LIQUOR PURCHASE	262.31
1 TURANO BAKING CO	FOOD PURCHASE	20.00
INVOICES TOTAL:		1,489.56

5570-GOLF BANQUET EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GREAT LAKES SERVICE	MONTHLY SERVICE AGREEMENT	181.88
1 INDUSTRIAL STEAM CLEANING	EXHAUST SYSTEM CLEANING	278.00
1 MICKEY'S LINEN	LINEN SERVICES	12.50
1 MICKEY'S LINEN	LINEN SERVICES	111.61
1 MICKEY'S LINEN	LINEN SERVICES	12.50
1 MICKEY'S LINEN	LINEN SERVICES	112.06

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 5/3/2016**

INVOICES TOTAL: 708.55

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION ENERGY	ELECTRIC BILL	208.06
1 CONSTELLATION ENERGY	ELECTRIC BILL	6.16
<u>INVOICES TOTAL:</u>		<u>214.22</u>

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	49.81
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	179.82
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	161.32
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	29.28
1 MLA WHOLESALE INC	FLOWERS	36.75
<u>INVOICES TOTAL:</u>		<u>456.98</u>

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	1,852.72
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	442.58
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	678.97
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	578.36
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	145.88
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	368.66
1 IL GIARDINO DEL DOLCE INC	BAKERY PURCHASE	44.80
1 IL GIARDINO DEL DOLCE INC	BAKERY PURCHASE	65.55
1 PEPSI-COLA GENERAL BOTTLERS INC	SOFT DRINK PURCHASE	113.44
1 SOUTHERN WINE & SPIRITS	LIQUOR PURCHASE	1,013.04
1 SOUTHERN WINE & SPIRITS	LIQUOR PURCHASE	2,360.77
1 TURANO BAKING CO	FOOD PURCHASE	41.23
1 TURANO BAKING CO	FOOD PURCHASE	138.62
1 TURANO BAKING CO	FOOD PURCHASE	62.83
<u>INVOICES TOTAL:</u>		<u>7,907.45</u>

5580-GOLF MIDWAY EXPENSES

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	31.46
<u>INVOICES TOTAL:</u>		<u>31.46</u>

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	121.89
1 CITY BEVERAGE	BEER PURCHASE	94.11
1 EUCLID BEVERAGE LTD	BEER PURCHASE	761.00

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 5/3/2016**

1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	881.11
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	58.78
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	93.80
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	196.60
1 PEPSI-COLA GENERAL BOTTLERS INC	SOFT DRINK PURCHASE	188.46
INVOICES TOTAL:		<u>2,395.75</u>

6000-CENTRAL SERVICES EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TYCO INTEGRATED SECURITY LLC	QUARTERLY SERVICE FEE	285.23
1 TYCO INTEGRATED SECURITY LLC	QUARTERLY SERVICE FEE	255.00
INVOICES TOTAL:		<u>540.23</u>

522700-COMPUTER SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	VPN SERVICE	204.85
1 COMCAST	VPN SERVICE	224.90
INVOICES TOTAL:		<u>429.75</u>

522720-PRINTING SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CREEKSIDE PRINTING	BARTLETTER	3,316.00
INVOICES TOTAL:		<u>3,316.00</u>

523001-PERSONNEL TESTING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALEXIAN BROTHERS CORPORATE	PERSONNEL TESTING	93.00
INVOICES TOTAL:		<u>93.00</u>

524100-BUILDING MAINTENANCE SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KENNETH BURRIS	PLUMBING SERVICES	285.00
1 ACTION LOCK & KEY INC	DOOR CLOSER REPLACEMENT	660.00
1 CINTAS CORPORATION	CLEANING SERVICES	92.48
1 CINTAS CORPORATION	CLEANING SERVICES	64.40
1 CINTAS CORPORATION	CLEANING SERVICES	271.22
1 CRYSTAL MGMT & MAINT SERVICES COR	CLEANING SERVICES - APRIL 2016	2,705.00
1 UNIFIRST CORP	MATS	41.80
1 UNIFIRST CORP	MATS	41.80
1 UNIFIRST CORP	MATS	41.80
INVOICES TOTAL:		<u>4,203.50</u>

524110-TELEPHONE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CALL ONE	TELEPHONE BILL	2,198.53

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 5/3/2016**

1 PAETEC	TELEPHONE BILL	495.93
1 VERIZON WIRELESS	WIRELESS SERVICES	114.03
	INVOICES TOTAL:	2,808.49

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	447.65
1 CONSTELLATION ENERGY	ELECTRIC BILL	48.56
	INVOICES TOTAL:	496.21

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	PLASTIC TEASPOONS	42.20
	INVOICES TOTAL:	42.20

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRAINGER	MAINTENANCE SUPPLIES	11.24
	INVOICES TOTAL:	11.24

570100-MACHINERY & EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SHI	ADOBE ACROBAT PRO DC	298.28
1 TYLER TECHNOLOGIES INC	TYLER GODOCS LICENSE	2,500.00
	INVOICES TOTAL:	2,798.28


GRAND TOTAL: 697,211.49

GENERAL FUND	155,887.59
DEBT SERVICE FUND	525.00
DEVELOPER DEPOSITS FUND	716.00
BREWSTER CREEK TIF MUN ACCT	849.00
WATER FUND	80,489.92
SEWER FUND	423,685.55
PARKING FUND	1,360.09
GOLF FUND	18,959.44
CENTRAL SERVICES FUND	14,738.90
GRAND TOTAL	697,211.49

** Indicates pre-issue check.

POLICE DEPARTMENT MEMORANDUM

16-17

DATE: March 28, 2016
TO: Valerie L. Salmons, Village Administrator
FROM: Kent F. A. Williams, Chief of Police 
SUBJECT: National Police Week

Each year we recognize National Police Week and Police Officer Memorial Day. Attached is a proclamation for Board consideration. I request that this proclamation be considered at the May 3, 2016 Board Meeting. National Police Week runs from May 15 through May 21, 2016.

Additionally, I request that Village President Kevin Wallace authorize the flying of the flag at half-staff on Police Officer Memorial Day, May 15, 2016.

KFAW/hma

attachment

**PROCLAMATION
NATIONAL POLICE WEEK
MAY 15 – 21, 2016**

WHEREAS, the Congress and President of the United States have designated May 15th as Peace Officers Memorial Day, and the week in which it falls as Police Week; and

WHEREAS, the members of the Bartlett Police Department play an essential role in safeguarding the rights and freedoms of the citizens of Bartlett; and

WHEREAS, it is important that all citizens know and understand the duties and responsibilities of their police department, and that members of our police department recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression or intimidation; and

WHEREAS, the Bartlett Police Department has grown to be a modern, scientific, and nationally accredited law enforcement agency which unceasingly provides a vital public service;

Now, therefore, I, Kevin Wallace, Village President, call upon all citizens of Bartlett and upon all patriotic, civil and educational organizations to observe the week of May 15 through 21, as Police Week with appropriate ceremonies in which all of our people may join in commemorating police officers, past and present, who by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to their communities and, in doing so, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens.

I further call upon all citizens of Bartlett to observe Sunday, May 15th, as Peace Officers Memorial Day to honor those peace officers who, through their courageous deeds, have lost their lives or have become disabled in the performance of duty, and let us recognize and pay respect to the survivors of our fallen heroes.

Dated the 3rd day of May, 2016.



Kevin Wallace, Village President

**VILLAGE OF BARTLETT PROCLAMATION
RECOGNIZING MAY 1-31, 2016 AS BIKE MONTH**

WHEREAS, for more than a century, the bicycle has been an important part of the lives of most Americans; and

WHEREAS, today, millions of Americans engage in bicycling because it is a viable and environmentally sound form of transportation, an excellent form of fitness and provides quality family recreation; and

WHEREAS, the Village of Bartlett with the Active Transportation Alliance, are promoting Bike riding events, including the Kickstand Classic later this summer; and

WHEREAS, Ride Illinois is educating cyclists and motorists as to the proper and safe operation of bicycles at www.bikesafetyquiz.com; and

WHEREAS, Ride Illinois and the Active Transportation Alliance, and independent cyclists throughout our Village are promoting greater public awareness of bicycle operations and safety education in an effort to reduce accidents, injuries and fatalities for all.

NOW, THEREFORE, I, Kevin Wallace, Village President of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, do hereby proudly proclaim the month of May, 2016 as Bike Month in Bartlett.

Dated this 3rd day of May, 2016



Kevin Wallace, Village President

**VILLAGE OF BARTLETT PROCLAMATION
NATIONAL PUBLIC WORKS WEEK
MAY 15 – 21, 2016**

WHEREAS, public works services provided in our community are an integral part of our citizens' everyday lives; and,

WHEREAS, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as water supply, wastewater treatment and sanitary sewers, storm sewers, streets and highways, and forestry; and,

WHEREAS, the health, safety, and comfort of a community greatly depends on these facilities and services; and,

WHEREAS, the quality and effectiveness of these facilities, as well as their planning, design, and construction, is vitally dependent upon the efforts and skill of public works officials; and,

WHEREAS, the efficiency of the qualified and dedicated personnel of public works departments is supported when citizens understand the importance of public works; and,

NOW THEREFORE, I, Kevin Wallace, Village President, do hereby proclaim **May 15 – 21, 2016** as **NATIONAL PUBLIC WORKS WEEK** in the Village of Bartlett and call upon all citizens and civic organizations to acquaint themselves with the issues involved in providing our public works and to recognize the contributions which public works officials make every day to our health, safety, comfort, and quality of life.

Dated this 3rd day of May, 2016



Kevin Wallace, Village President



Agenda Item Executive Summary

Item Name	Arts in Bartlett Class D Liquor License Application	Committee or Board	Board
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BUDGET IMPACT

Amount: n/a

Budgeted

List what fund

EXECUTIVE SUMMARY

Arts in Bartlett is requesting a Class D Liquor License for their annual art fair held in Bartlett Park on June 25 and 26, 2016.

ATTACHMENTS (PLEASE LIST)

Class D Liquor License Application
Certificate of Insurance

ACTION REQUESTED

For Discussion Only _____

Resolution _____

Ordinance _____

Motion: I move to approve the Class D Liquor License submitted by Arts in Bartlett for June 25 and 26, 2016 at Bartlett Park.

Staff: Paula Schumacher
Assistant Village Administrator

Date: April 21, 2016

Memorandum

To: Valerie L. Salmons, Village Administrator
From: Paula Schumacher, Assistant Village Administrator
Date: April 21, 2016
Re: Arts in Bartlett Liquor License

Arts in Bartlett has submitted an application for a Class D liquor license for their fine art fair event on June 25, and 26, 201 at Bartlett Park.

The Class D liquor license allows for the retail sale of alcohol for a special event.

The certificate of insurance has been reviewed and approved. The application and certificate of insurance is attached for your review.

MOTION

I move to approve the Class D Liquor License application of Arts in Bartlett for their fine arts fair event on June 25 and 26, 2016.

3342
5

VILLAGE OF BARTLETT
CLASS D LIQUOR LICENSE APPLICATION

DATE: _____

FEE: \$5.00 PER APPLICATION

The **Class D License** is created to allow a special event retailer (as defined in Section 3-3-1-5/1-3.17.1 of the Bartlett Liquor Control Ordinance) a license to sell and offer for sale at retail, in or on the premises specified in such license, alcoholic liquor for use or consumption on the licensed premises, but not for resale in any form, for a special event (as defined in Section 3-3-1-5/1-2.20 of the Bartlett Liquor Control Ordinance) for a time period that meets each of the following restrictions:

1. Not to exceed twelve (12) hours within a period of twenty-four (24) consecutive hours
2. Within the time limits for Class A Licenses set forth in Section 3-3-2-1 of the Bartlett Liquor Control Ordinance:

Sunday through Thursday 8:00 a.m. to 1:00 a.m.
 Friday and Saturday 8:00 a.m. to 2:00 a.m.

3. Within the time limits imposed by any applicable statute.

A Class D license may be issued at any time by the Village President with the approval of the Board of Trustees, and shall be issued for a specific time period, not to exceed fifteen (15) days per license per location in any 12 month period.
(amended Ord 98-87)

THE UNDERSIGNED HEREBY MAKES APPLICATION FOR A CLASS D RETAIL LIQUOR LICENSE AND HEREBY CERTIFIES TO THE FOLLOWING FACTS:

1. Name of Organization: ARTS IN BARTLETT
2. Mailing Address of Organization: 215 S. MAIN ST. BARTLETT
3. Date License is Requested for: JUNE 25-26, 2016
4. Location of Sponsored Event BARTLETT PARK
5. ATTACH CERTIFICATE OF INSURANCE

NOTE: Each applicant must include a certificate of insurance or insurance policy as evidence of coverage demonstrating that applicant is in compliance with Section 3-3-5 of the Bartlett Liquor Control Ordinance. If the local liquor

commissioner allows the Class D license applicant to maintain coverage in amounts less than the amounts stated in Section 3-3-6, the applicant must also attach a copy of such authorization granted from the local liquor commissioner.

The Village of Bartlett is a Certificate holder and Additional Insured.
The Cancellation Clause shall be amended as follows:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BY CERTIFIED MAIL RETURN RECEIPT REQUEST.

AFFIDAVIT

STATE OF ILLINOIS

COOK, DUPAGE & KANE COUNTIES

I (or we) swear (or affirm) that I (or we) will not violate any of the Ordinances of the Village of Bartlett or the laws of the State of Illinois or the laws of the United States of America, in the conduct of the business described herein and that the statements contained in this application are true and correct to the best of my (our) knowledge and belief.

Rita Lopienski

Signature of President of Organization

Dorothy Deen

Signature of Secretary of Organization

Subscribed and sworn to by RITA LOPIENSKI & DOROTHY DEEN

before me this 4th day of April, 2016.

T.M. Urbanowicz

NOTARY PUBLIC
UPDATED 3-09

(SEAL)



The Village of Bartlett is a Certificate holder and Additional Insured.
The Cancellation Clause shall be amended as follows:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BY CERTIFIED MAIL RETURN RECEIPT REQUEST.



CERTIFICATE OF LIABILITY INSURANCE

OP ID: KS

DATE (MM/DD/YYYY)

04/08/2016

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

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

PRODUCER Bartlett Insurance Group 804 West Bartlett Road Bartlett, IL 60103 House Account		CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: ARTSI-1		FAX (A/C, No):	
INSURED Arts In Bartlett 215 S. Main St. Bartlett, IL 60103		INSURER(S) AFFORDING COVERAGE INSURER A : Hartford Property & Casualty			NAIC # 22357
		INSURER B :			
		INSURER C :			
		INSURER D :			
		INSURER E :			
		INSURER F :			

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

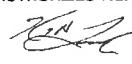
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		83SBAVX6899	08/01/2015	08/01/2016	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 2,000,000
							GENERAL AGGREGATE \$ 4,000,000
							PRODUCTS - COMP/OP AGG \$ 4,000,000
							GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (PER ACCIDENT) \$
	<input type="checkbox"/> HIRED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> OCCUR						\$
	<input type="checkbox"/> CLAIMS-MADE						\$
	DEDUCTIBLE						\$
	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Liquor Liability			83SBAVX6899	08/01/2015	08/01/2016	Limit 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Fine Arts Fair, June 25, 2016 to June 26, 2016. The Village of Bartlett, President and Board of Trustee, all of its elected or appointed officials, employees and any volunteer while acting on behalf of the Village and the Insured are named as Additional Insureds.

CERTIFICATE HOLDER**CANCELLATION**

VILL007 Village of Bartlett 228 South Main Street Bartlett, IL 60103	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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LIQUOR LICENSE ISSUANCE AS PRESENTED ON
MAY 3, 2016

RENEWALS

Class B	Bartlett Park District – Apple Orchard Golf Course	696 W. Stearns Rd
Class A	Bartlett Park District – Oak Room	700 S. Bartlett Rd
Class A	Bartlett Park District – Villa Olivia	1401 W. Lake St
Class N	Cadillac Ranch Texas BBQ & Boot Bar, Inc. dba Lucky Star/Moretti's Banquets	1175 W. Lake St
Class A	Cadillac Ranch Texas BBQ & Boot Bar, Inc. dba Moretti's/Lucky Star	1175 W. Lake St
Class A	McCaffrey, Inc. dba McMae's Tavern & Grill	913 S. IL Route 59
Class C ext	RN McRain, Inc. dba 7 Eleven - #33887A	399 S. Prospect Ave



Agenda Item Executive Summary

Item Name Bartlett Hills Resurfacing Project Committee
or Board Board

BUDGET IMPACT

Amount: \$ 127,587.39 Budgeted \$ 150,000.00

List what
fund Golf Budget Capital Outlay

EXECUTIVE SUMMARY

On March 31, 2016 a *Notice to Bidders* was published in the Examiner and the IDOT Bulletin, soliciting bids for the *Bartlett Hills Golf Course Resurfacing Project*. This project consists of HMA removal and replacement and the overlay of existing HMA parking lots. Thirteen bid packets were distributed to prospective bidders. Bids were due no later than April 14, 2016 at 10:00 AM. Ten packets were returned.

Johnson Paving Co. of Arlington Heights submitted the low bid of \$127,587.39 for this project. Johnson Paving Co. has worked in the Village on past projects and staff feels they are capable of completing this project. There is a budget of \$150,000.00 for this project.

Based upon the bid submitted, I recommend the bid be awarded to Johnson Paving Co. of Arlington Heights.

ATTACHMENTS (PLEASE LIST)

Memo, Resolution, Bid Tab, Agreement

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

MOTION:

I MOVE THE PASSAGE OF RESOLUTION 2016-_____ A RESOLUTION APPROVING OF THE AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND JOHNSON PAVING CO. FOR THE BARTLETT HILLS GOLF COURSE RESURFACING PROJECT IN THE AMOUNT OF \$127,587.39.

Staff: Dan Dinges, PW Director

Date: 5/3/16

MEMO

Date: April 20, 2016

To: Valerie L. Salmons, Village Administrator

From: Dan Dinges, Public Works Director

Re: *Bartlett Hills Golf Course Resurfacing Project*

On March 31, 2016 a *Notice to Bidders* was published in the Examiner and the IDOT Bulletin, soliciting bids for the *Bartlett Hills Golf Course Resurfacing Project*. This project consists of HMA removal and replacement and the overlay of existing HMA parking lots. Thirteen bid packets were distributed to prospective bidders. Bids were due no later than April 14, 2016 at 10:00 AM. ten packets were returned.

Johnson Paving Co. of Arlington Heights submitted the low bid of \$127,587.39 for this project. Johnson Paving Co. has worked in the Village on past projects and staff feels they are capable of completing this project.

I have attached a bid tally sheet for your review.

There is a budget of \$150,000.00 for this project.

Based upon the bid submitted, I recommend the bid be awarded to Johnson Paving Co. of Arlington Heights.

Please place this on the next available Board Agenda.

RESOLUTION 2016 - ___ - R

**A RESOLUTION APPROVING OF THE AGREEMENT BETWEEN THE
VILLAGE OF BARTLETT AND JOHNSON PAVING CO.
FOR THE BARTLETT HILLS GOLF COURSE RESURFACING 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 Golf Course Resurfacing 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:

Johnson Paving Co. (the "Contractor") at the unit pricing set forth in its bid, which when applied to the estimated quantities for the Project Work, total \$127,587.39.

SECTION TWO: That the Bartlett Hills Golf Course Resurfacing 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 May 3, 2016.

APPROVED May 3, 2016.

Kevin Wallace, Village President

ATTEST:

Lorna Giles, 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 2016 -____-R, enacted on May 3, 2016, and approved on May 3, 2016, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk



VILLAGE OF BARTLETT

BARTLETT HILLS PARKING LOT RESURFACING

BID TABULATION

April 14, 2016

Sheet 1

Item No.	Items	Unit	Quantity	ENGINEERS ESTIMATE		JOHNSON PAVING 1025 EAST ADDISON COURT ARLINGTON HEIGHTS, IL 60005		CHAMPION PAVING P.O. BOX 610 HAMPSHIRE, IL 60140		ALL STAR ASPHALT 165 HINTZ ROAD WHEELING, IL 60090		A/LAMP CONCRETE 1900 WRIGHT BLVD. SCHAUMBURG IL 60193		BROTHERS ASPHALT PAVING 315 S. STEWART ADDISON IL 60101	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	HMA SURFACE REM. VARIABLE	SY	1757	\$2.50	\$4,392.50	\$5.00	\$8,785.00	\$4.90	\$8,609.30	\$3.50	\$6,149.50	\$6.75	\$11,859.75	\$5.50	\$9,663.50
2	HMA SURFACE REMOVAL 1½"	SY	710	\$3.20	\$2,272.00	\$6.00	\$4,260.00	\$4.90	\$3,479.00	\$3.50	\$2,485.00	\$2.50	\$1,775.00	\$5.50	\$3,905.00
3	HMA PARTIAL DEPTH PATCH 3"	SY	385	\$45.00	\$17,325.00	\$25.00	\$9,625.00	\$20.00	\$7,700.00	\$3.50	\$1,347.50	\$22.00	\$8,470.00	\$34.00	\$13,090.00
4	BITUMINIOUS MATERIALS (PRIME COAT)	GAL	520	\$3.00	\$1,560.00	\$0.01	\$5.20	\$2.80	\$1,456.00	\$3.00	\$1,560.00	\$4.00	\$2,080.00	\$2.00	\$1,040.00
5	AGGREGATE (PRIME COAT)	TON	26	\$2.00	\$52.00	\$10.00	\$260.00	\$10.00	\$260.00	\$10.00	\$260.00	\$1.00	\$26.00	\$10.00	\$260.00
6	HMA LEVELING BINDER COURSE N50 ¾"	TON	436	\$68.00	\$29,648.00	\$69.00	\$30,084.00	\$71.50	\$31,174.00	\$84.00	\$36,624.00	\$78.50	\$34,226.00	\$81.75	\$35,643.00
7	HMA SURFACE COURSE MIX "D" N50 1 ½"	TON	872	\$72.00	\$62,784.00	\$65.72	\$57,307.84	\$79.85	\$69,629.20	\$84.00	\$73,248.00	\$74.50	\$64,964.00	\$80.86	\$70,509.92
8	DRAINAGE STRUCTURE ADJUSTMENT	EA	6	\$300.00	\$1,800.00	\$425.00	\$2,550.00	\$150.00	\$900.00	\$250.00	\$1,500.00	\$375.00	\$2,250.00	\$350.00	\$2,100.00
9	SEAL COAT AND CRACK SEAL	SY	597	\$25.00	\$14,925.00	\$2.25	\$1,343.25	\$2.40	\$1,432.80	\$3.00	\$1,791.00	\$2.50	\$1,492.50	\$3.42	\$2,041.74
10	THERMOPLASTIC LETTERS AND SYMBOLS	SF	27.9	\$4.50	\$125.55	\$4.50	\$125.55	\$8.00	\$223.20	\$10.00	\$279.00	\$4.95	\$138.11	\$4.72	\$131.69
11	THERMOPLASTIC LINE 4"	FT	4969	\$1.00	\$4,969.00	\$0.75	\$3,726.75	\$1.30	\$6,459.70	\$1.50	\$7,453.50	\$0.85	\$4,223.65	\$0.78	\$3,875.82
12	THERMOPLASTIC LINE 6"	FT	444	\$1.25	\$555.00	\$1.10	\$488.40	\$1.85	\$821.40	\$2.00	\$888.00	\$1.25	\$555.00	\$1.15	\$510.60
13	THERMOPLASTIC LINE 24"	FT	12	\$4.00	\$48.00	\$2.20	\$26.40	\$8.00	\$96.00	\$8.00	\$96.00	\$2.45	\$29.40	\$2.31	\$27.72
14	TRAFFIC CONTROL & PROTECTION	LS	1	\$2,500.00	\$2,500.00	\$9,000.00	\$9,000.00	\$1,000.00	\$1,000.00	\$500.00	\$500.00	\$8,500.00	\$8,500.00	\$500.00	\$500.00
	AS READ					\$127,587.39	\$127,587.39	\$133,240.60	\$133,240.60	\$134,181.50	\$134,181.50	\$140,589.41	\$140,589.41	\$143,298.99	\$143,298.99
	TOTAL				\$142,956.05	\$127,587.39	\$127,587.39	\$133,240.60	\$133,240.60	\$134,181.50	\$134,181.50	\$140,589.41	\$140,589.41	\$143,298.99	\$143,298.99



GOLF COURSE PARKING LOT RESURFACING

BID TABULATION

April 14, 2016

Sheet 2

Item No.	Items	Unit	Quantity	CHICAGOLAND PAVING 225 TELSER ROAD LAKE ZURICH IL. 60047		TAT ENTERPRISES 6546 CHERRY VALLEY RD. KINGSTON IL. 60145		CHADWICK CONTRACTING 12 PROSPER COURT LAKE IN THE HILLS IL 60156		SCHROEDER ASPHALT P.O. BOX 831 HUNTLEY IL. 60142		ACCU-PAVING CO. 2665 S. 25TH AVE. BROADVIEW, IL. 60155	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	HMA SURFACE REM. VARIABLE	SY	1757	\$8.25	\$14,495.25	\$3.30	\$5,798.10	\$6.96	\$12,228.72	\$5.00	\$8,785.00	\$10.85	\$19,063.45
2	HMA SURFACE REMOVAL 1½"	SY	710	\$3.00	\$2,130.00	\$8.05	\$5,715.50	\$6.96	\$4,941.60	\$5.00	\$3,550.00	\$8.20	\$5,822.00
3	HMA PARTIAL DEPTH PATCH 3"	SY	385	\$20.00	\$7,700.00	\$23.20	\$8,932.00	\$10.35	\$3,984.75	\$60.00	\$23,100.00	\$31.35	\$12,069.75
4	BITUMINIOUS MATERIALS (PRIME COAT)	GAL	520	\$3.00	\$1,560.00	\$3.00	\$1,560.00	\$3.85	\$2,002.00	\$3.00	\$1,560.00	\$4.65	\$2,418.00
5	AGGREGATE (PRIME COAT)	TON	26	\$0.01	\$0.26	\$25.00	\$650.00	\$0.01	\$0.26	\$2.00	\$52.00	\$28.00	\$728.00
6	HMA LEVELING BINDER COURSE N50 ¾"	TON	436	\$80.00	\$34,880.00	\$79.29	\$34,570.44	\$89.36	\$38,960.96	\$85.00	\$37,060.00	\$82.00	\$35,752.00
7	HMA SURFACE COURSE MIX "D" N50 1 ½"	TON	872	\$77.00	\$67,144.00	\$79.29	\$69,140.88	\$89.36	\$77,921.92	\$88.00	\$76,736.00	\$82.00	\$71,504.00
8	DRAINAGE STRUCTURE ADJUSTMENT	EA	6	\$350.00	\$2,100.00	\$300.00	\$1,800.00	\$265.00	\$1,590.00	\$500.00	\$3,000.00	\$200.00	\$1,200.00
9	SEAL COAT AND CRACK SEAL	SY	597	\$1.70	\$1,014.90	\$1.50	\$895.50	\$2.25	\$1,343.25	\$3.50	\$2,089.50	\$2.75	\$1,641.75
10	THERMOPLASTIC LETTERS AND SYMBOLS	SF	27.9	\$5.00	\$139.50	\$12.00	\$334.80	\$7.50	\$209.25	\$5.00	\$139.50	\$30.70	\$856.53
11	THERMOPLASTIC LINE 4"	FT	4969	\$0.85	\$4,223.65	\$3.00	\$14,907.00	\$1.10	\$5,465.90	\$1.00	\$4,969.00	\$2.05	\$10,186.45
12	THERMOPLASTIC LINE 6"	FT	444	\$1.25	\$555.00	\$4.50	\$1,998.00	\$3.00	\$1,332.00	\$1.20	\$532.80	\$3.00	\$1,332.00
13	THERMOPLASTIC LINE 24"	FT	12	\$2.45	\$29.40	\$12.00	\$144.00	\$8.00	\$96.00	\$2.35	\$28.20	\$12.25	\$147.00
14	TRAFFIC CONTROL & PROTECTION	LS	1	\$9,000.00	\$9,000.00	\$2,500.00	\$2,500.00	\$1,600.00	\$1,600.00	\$3,000.00	\$3,000.00	\$1,800.00	\$1,800.00
	AS READ			144,971.96		\$149,278.22		\$151,676.61		\$164,602.00		\$164,520.93	
	TOTAL			\$144,971.96		\$148,946.22		\$151,676.61		\$164,602.00		\$164,520.93	

BARTLETT HILLS GOLF COURSE RESURFACING PROJECT AGREEMENT

This Bartlett Hills Golf Course Resurfacing Agreement (the "Agreement") is entered this 3rd day of May, between the Village of Bartlett, an Illinois home rule municipality (the "Village" or "Owner") and Johnson Paving (the "Contractor") (collectively, the "Parties").

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

Project Work.

- a. For the improvements of the overlay of an existing Hot Mix Asphalt parking lot. Which the work shall consist of HMA milling, patching, structure adjustments HMA level and surface courses, seal coat, pavement marking and traffic control and protection.

All Project Work shall be performed in strict compliance with the below defined Contract Documents.

- b. Contract Documents mean and include: (i) this Agreement; (ii) General Conditions and Instructions to Bidders and General Requirements attached hereto and incorporated herein; (iii) all Specifications, Plans and Drawings attached hereto as and incorporated herein; (iv) the Contractor's Proposal; and (v) the Performance and Payment Bond or Letter of Credit as defined herein attached hereto and incorporated herein (collectively, the "Contract Documents"). The Contract Documents are expressly incorporated into and made a part of this Agreement as though fully set forth herein. In the event of any conflict between the terms and conditions of any of the Contract Documents, the most stringent requirements shall control.

Completion Date. Contractor shall complete the Project Work in strict compliance with the requirements herein on or before October 14, 2016.

A. **Payment Procedure.** The payment procedures are as follows:

1. All payments under the Agreement shall be based on the unit prices set forth in Contractor's Schedule of Prices (the "Unit Pricing"); attached hereto and incorporated and based on actual quantities supplied and installed/constructed by the Contractor in accordance with the terms and conditions herein, as determined and certified by the Village or its Engineer.

2. Neither Owner nor Engineer guaranty the accuracy of the estimated units for completion of the Project Work. In no event shall Contractor be entitled to any additional compensation for lost profits and/or revenues due to estimated units exceeding actual units.

3. In addition to the payment request documentation set forth under the Contract, Contractor shall provide the following documentation to the Village and the Engineer:

a. Contractor shall provide monthly invoices to the Village throughout the Project Work. It shall be a condition precedent to the Village obligation to make a monthly progress payment that the Contractor shall have submitted to the Engineer, on or before the first day of the month in which the Contractor is applying for a payment, the following documentation, which shall hereinafter collectively be referred to as the "Contractor's Progress Payment Documents".

(i) An itemized Application of Payment for operations completed in accordance with the schedule of values, supported by such data to substantiate the Contractor's right to payment as the Village and the Engineer may require, such as copies of requisitions from material suppliers, and reflecting a 5% retainage until after final acceptance has been made by the Village. Payment shall be further reduced by such additional amounts that the Village determines for non-conforming work and unsettled claims.

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

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

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

(v) Certified Payrolls (defined below)

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

b. It shall be a condition precedent to any payment required by the Village hereunder, that the Village and the Engineer has determined that the Project Work being invoiced is free from any defects and has been completed in strict compliance with the terms and conditions herein. The Village shall deduct from the final payment hereunder, amounts as determined for incomplete work, including but not limited to punch list work, and any required Restoration Work, and for any unsettled claims. Payments shall be further contingent upon the consent of the surety issuing the performance and payment bonds and/or other bond hereunder to said payment. Any amounts required to be withheld from said payment by the surety shall be withheld without any liability to the Village.

c. Following completion of the Project Work, Contractor shall furnish the Village the following documents: (1) A general Contractor's Sworn Statement in form customarily used by Chicago Title and Trust Company; (2) final lien waivers from (i) Contractor; (ii) all subcontractors of every tier that furnished labor and/or materials for the Project Work; and (iii) all suppliers that furnished materials in connection with the Project Work; all of which shall be signed and notarized; (3) Certified Payrolls; and (4) such additional documentation and/or information requested by the Village relative to said payment.

d. In the event the Contractor, and or Village and/or Engineer is in receipt of any claim(s) for lien and/or other notice of any claim in connection with the Project, the amount claimed shall be held out from payment for a period of at least 120 days to determine whether said claimant files a lawsuit to foreclose or otherwise adjudicate its lien claim. In the event a lawsuit is in fact filed within the statutory period, the Village, 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 Village. 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 Village with an indemnification agreement and an additional mechanic's lien bond in form approved by the Village issued by a surety company acceptable to the Village.

e. It shall also be a condition precedent to any payment hereunder that contractor must complete and submit certified payrolls to the Village covering all payouts no less than once a month in strict compliance with the Prevailing Wage Act (820 ILCS 130/01, et seq.) (the "Certified Payrolls"). The Village will not process or release any payments prior to receiving the Certified Payrolls relative to each applicable pay application.

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

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

C. Compliance with Law. All goods, equipment, materials, and all labor furnished by or on behalf of Contractor and/or Contractor's agents (defined below) shall comply with all applicable federal, state and local laws, rules, regulations, ordinances, statutes, and codes relative thereto including, but not limited to, the Illinois Department of Transportation (IDOT), Federal Occupational Safety and Health Act (OSHA), the

Americans with Disabilities Act of 1990 as amended, the Illinois Department of Labor (IDOL), US Department of Labor (USDOL), the Human Rights Commission, the Illinois Department of Human Rights, EEOC, Environmental laws (defined below), and all Village of Bartlett Building Code (collectively, the "Laws"). To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Village of Bartlett and its, officials, officers, agents, consultants from loss or damage, including but not limited to, attorney's fees, and other costs of defense by reason of actual or alleged violations of any of the Laws. In the event of any conflict and/or inconsistencies between any of the Laws, the most stringent Laws shall be controlling and applicable to the Project Work. This obligation shall survive the expiration and/or termination of this Agreement.

D. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Village of Bartlett, and its officials, officers, employees, agents, consultants, successors and assigns (collectively, the "Indemnified Parties"), against all injuries, deaths, damage to property, loss, damages, claims, suits, liens, lien rights, liabilities, judgments, costs and expenses which may in any way arise directly or indirectly from the Project Work, Repair Work and/or Warranty Work provided hereunder, and/or any acts and/or omissions of or on behalf of the Contractor, its employees, contractors, subcontractors of any tier, suppliers, and/or agents and/or any person and/or entity acting on behalf of any of them and/or anyone directly or indirectly employed by any of them and/or anyone for whose acts and/or omissions any of them may be liable (collectively, "Contractors Agents"); except to the extent caused by the negligence of a party indemnified hereunder. In which case, Contractor shall at its own expense, appear, defend and pay all charges of attorneys and costs and other expenses arising there from or incurred in connection therewith, and if any judgment shall be rendered against the Indemnified Parties or any of them, in any such action, Contractor agrees that any bond or insurance protection required herein, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Indemnified Parties as herein provided. This obligation shall survive the expiration and/or termination of the Agreement. Contractor shall similarly protect, indemnify and hold and save harmless the Indemnified Parties against and from any and all claims, costs, causes, actions and expenses including but not limited to attorney's fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provision of the Agreement. This obligation shall survive the expiration and /or termination of the Agreement.

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

F. Taxes. The Village is a Tax Exempt Organization and is not subject to sales, consumer, use, and other similar taxes required by law. This exemption does not, however, apply to tools, machinery, equipment or other property leased by the Contractor, or to suppliers and materials which, even though they are consumed are not incorporated into the completed Project Work. The Contractor shall be responsible for

and pay any and all applicable taxes, including sales and use taxes, on such leased tools, machinery, equipment or other property and upon such unincorporated supplies and materials. All such taxes are included in the unit pricing set forth in the Contractor's proposal.

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

H. **Insurance.** Contractor shall procure and maintain for the duration of the Project Work, Repair Work and Warranty Work, insurance of the types and in amounts of not less than the coverages listed below. The cost of such insurance is included in the unit pricing set forth in the Contractor's Bid Proposal.

1. Commercial General and Umbrella Liability Insurance.

Contractor shall maintain commercial general liability (CGL) insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000.00 aggregate.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from: liability arising out of the Project Work, including activities performed by or on behalf of Contractor; premises owned, leased, or used by Contractor; operations; administration of the work; independent contractors; subcontractors; vendors and suppliers; products-completed operations; personal injury and advertising injury; and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

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

The Village of Bartlett and its, officers, officials, employees, consultants, agents, successors and assigns (collectively, the "Additional Insured"), shall be included as an insured under the Contractors CGL using ISO additional insured endorsement CG 20 10 or substitute providing equivalent coverage, and using additional insured under Contractors commercial umbrella liability and business auto liability coverage's, and also using additional insured endorsement CG 20 37 or substitute providing equivalent coverage with respect to the below required continuing completed operations liability coverage.

These insurance coverages shall apply as primary insurance with respect to any other insurance or self-insurance afforded to the Additional Insured, or any of them, and shall not require exhaustion of any other coverage or tender of any claim or action to any other insurer providing coverage to any of the Additional Insured. The coverage

shall contain no special limitations on the scope of protection afforded to the Additional Insured, or any of them.

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

2. Continuing Completed Operations Liability Insurance.

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

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

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

3. Business Auto Liability Insurance.

Contractor shall maintain business auto liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of "Any Auto" including owned, hired and non-owned autos.

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

4. Workers Compensation and Employees Liability Insurance.

Contractor shall maintain workers compensation as required by statute and employers liability insurance. The employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

If the Village of Bartlett has not been included as an insured under the Commercial General Liability, Excess Umbrella Liability Insurance and/or Business Auto Liability coverages required in the Contract, the Contractor waives all rights against the Village, and its officers, officials, employees, consultants, and agents for recovery of damages arising out of or incident to the Project Work.

5. Excess Umbrella Liability Insurance Coverage.

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

6. General Insurance Provisions.

a. Evidence of Insurance

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

ii. All certificates shall provide for thirty (30) days' written notice to the Village prior to the cancellation or material change of any insurance referred to therein. Written notice to the Village shall be by certified mail, return receipt requested.

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

iv. The Village shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor of any tier from entering the Project Site(s) until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the Village.

v. Failure to maintain the required insurance may result in termination of this Contract at the option of the Village.

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

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

b. Acceptability of Insurers

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

c. Cross-Liability Coverage

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

d. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the Village. At the option of the Village, the Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the Village, and each of its respective officers, officials, employees, consultants, and agents are required to procure a bond guaranteeing payment of losses and other related costs, including, but not limited to, investigations, claim administration and defense expenses.

e. The Village Shall Not Waive Any Rights of Subrogation

The Village shall not, in any manner, be deemed or intended to have waived any right of subrogation which either the Village and/or its, insurance carrier and/or risk pool provider, risk management agency, and/or insurance company providing excess coverage may have against the Contractor, for any property injury, death, or other damage caused by Contractor, and/or any of its subcontractors of any tier, and/or otherwise arising out of the Project Work.

f. Failure to Comply with Insurance Reporting Provisions

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

g. All Insurance Obtained Shall Apply Separately to Each Insured

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

h. Insurance Requirements cannot be waived

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

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

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

i. Liability of Contractor is not limited by Purchase of Insurance

Nothing herein contained in the insurance requirements of the Contract Documents is to be construed as limiting the liability of the Contractor, and/or their respective insurance carriers. The Village and the other Additional Insureds

do not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Additional Insured's, or any of them, the Contractor, or any subcontractor's interest or liabilities, but are merely minimums. Any obligation of the Contractor to purchase insurance shall not, in any way, limit their obligations to the Additional Insured in the event that the Additional Insured, or any of them should suffer an injury or loss in excess of the amount recovered through insurance, or any loss or portion of the loss which is not covered by either the Subcontractor's and/or Contractor's insurance.

j. Notice of Personal Injury or Property Damage

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

k. Subcontractors

Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of not less than the types and amounts specified above (excluding the Excess Umbrella Liability Insurance Coverage) and otherwise in strict compliance with the above insurance requirements including but not limited to the additional insured requirements set forth above. When requested by the Village, Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor and additional insured endorsements as required above.

l. Performance and Payment Bonds, IDOT Contract Bond or Letter of Credit.

Prior to commencement of the Project Work, Contractor must submit to the Village: (a) performance and payment bonds or IDOT Contract Bond, each in the amount of 110% of the Contract Sum, naming the Village of Bartlett as the primary obligee in form acceptable to the Village co-signed by a surety company authorized by the Illinois Department of Insurance to sell and issue sureties in the State of Illinois and approved by the Village. ("Performance and Payment Bonds") or (b) an irrevocable letter of credit in the amount of **110%** of the Contract Sum guarantying Contractors obligations under the Contract Documents issued by a financial institution worth at least \$40,000,000 in assets and a capital to asset ratio of not less than 6% in form acceptable to the Village ("Letter of Credit"), which said Performance and Payment Bonds and/or Letter of Credit shall be conditioned upon proper and faithful performance by the Contractor of the work specified in strict accordance with the Contract Documents and payment of all debts incurred by the Contractor in the execution of the Project Work, including those for labor and materials furnished, including but not limited to payment of prevailing wages as required herein. The cost of said Performance and Payment Bonds and/or Letter of Credit is included in the unit pricing set forth in Contractors Proposal.

J. Prevailing Wages.

Contractor shall pay prevailing wages for the respective County in which the Project Work is being performed, as established by the Illinois Department of Labor for each craft or type of work in accordance with the Illinois Prevailing Wage Act (820 ILCS 130/01, *et seq.*) (the "Act"). The Contractor shall notify immediately in writing all of its subcontractors, of all changes in the schedule of prevailing wages. Contractor shall include in each of its subcontracts a written stipulation that not less than the prevailing rate of wages shall be paid to all laborers, workers, and mechanics performing work under the Contract and shall require each of its sub-subcontractors of every tier to include said stipulation regarding payment of prevailing rate of wages. Any increase in costs to the Contractor due to changes in the prevailing rate of wages or labor law during the term of any contract and/or sub-contract of any tier shall be at the expense of the Contractor and not at the expense of the Village. The Contractor shall be solely responsible to maintain accurate records as required by the prevailing wage statute and shall be solely liable for paying the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the work and for ensuring strict compliance with the requirements of the Act, including but not limited to providing Certified Payrolls to the Village in accordance with the Act and as required herein. Copies of the February 2013 prevailing wage rates for Cook, DuPage, and Kane Counties, Illinois are attached hereto. Notwithstanding the forgoing, said prevailing wage rates are revised by the Illinois Department of Labor (IDOL). Contractor is solely responsible for obtaining and paying the applicable revised prevailing rate of wages for the County in which the work is being performed as determined by the IDOL for the time period in which the work is being performed. Said revised prevailing wage rates are available at IDOL's website: <http://www.state.il.us/agency/idol/rates/rates.HTM>.

K. Default.

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

L. **Limitation on the Owner's Liability.**

The Contractor agrees to waive any right which it may have to punitive, consequential, special, indirect, incidental, and/or exemplary damages against the Village, and agrees not to make any claim or demand for such damages against the Village.

M. Hazardous Substances.

Contractor shall not cause or permit any Hazardous Substances to be brought upon, kept, stored or used in or about the Project Site, and/or any other property owned, leased, controlled or under the jurisdiction of the Village of Bartlett ("Village Property") by Contractor, and/or Contractors Agent (defined above). If the presence of Hazardous Substances brought upon, kept, stored or used in or about any of the Owner's Property by or on behalf of Contractor or Contractor's Agents in violation of this paragraph,

results in contamination of the said Property, Contractor shall pay for all actual costs of clean up and shall indemnify, hold harmless and defend the Village and its employees, agents, consultants, officers, and officials from and against any and all claims, demands, expenses (including reasonable attorneys' fees), costs, fines, penalties and other liabilities of any and every kind and nature, including, but not limited to, costs and expenses incurred in connection with any clean-up, remediation, removal or restoration work required by any federal, state or local governmental authority because of the presence of any such Hazardous Substances on or about said Property.

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

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

N. Delays in Project Work.

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

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

O. Change Orders.

(1) 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 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) All change orders will be calculated based solely on Contractor's Unit Pricing set forth in Contractor's Proposal and actual revised quantities, regardless of whether the change order is for an increase or decrease in Project Work. No additional compensation will be allowed for change orders for additional work other than based on Contractor's Unit Pricing times the increased actual units constructed calculated by the Engineer, in that said Unit Pricing already reflects Contractor's overhead and profits.

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

Q. Contractor shall at all times have sole control over the manner, means and methods of performing the services required by this Agreement according to its own independent judgment. Contractor acknowledges and agrees that it will devote such time and resources as necessary to produce the contracted results. The Village, Engineer, nor Consultant shall not have control over, charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Contractor shall supervise and direct the Work efficiently with his, her or its best skill and attention; and the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby.

R. Exhibits and Contract Documents.

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

S. Assumption of Liability.

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

T. Severability

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

U. No Waiver of Immunities and/or Privileges by the Village of Bartlett.

Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of the Village of Bartlett and/or any of its officials, officers, employees, and/or agents as to any liability whatsoever; such immunities and privileges are expressly reserved.

V. Architectural Barriers Act, American with Disabilities Act, and Illinois Accessibility Code

Contractor shall comply with the Architectural Barrier act of 1968, as amended (42 U.S.C. § 4151, et seq.), the Americans with Disabilities Act of 1990 (ADA), as amended, including but not limited to changes made by the ADA Amendments Act of 2008 (P.L. 110-325), the Illinois Accessibility Code, as amended, and any and all applicable federal, state and local laws pertaining to accessibility with the most stringent requirements controlling.

W. Clean Air Act and Federal Water Pollution Control Act

Contractor shall comply with the Clean Air act of 1970, as amended, the Federal Water Pollution Control Act, as amended, and all Environmental Laws (as defined above) with the most stringent laws controlling.

X. Removal and Disposal

The Contractor must remove and dispose of all construction or demolition debris materials, waste and soils at licensed facilities in accordance with applicable federal, state and local laws, including but not limited to the NEPA Act and Illinois Public Act 97-137, with the most stringent and demanding requirements controlling.

Y. Work by Trade Unions

If the Work is to be performed by trade unions, the Contractor shall make all necessary arrangements to reconcile, without delay, damage, recourse, or cost to Owner, any conflict between the Contract Documents and any agreements or regulations of any kind at any time in force among members or councils which regulate

or distinguish what activities shall not be included in the work of any particular trade. In case the progress of the Work is affected by any undue delay in furnishing or installing any items or materials or equipment required under the Contract Documents because of the conflict involving any such agreement or regulation, the Owner may require that other material or equipment of equal kind and quality be provided at no additional cost to the Owner.

Z. Illinois Human Rights Act.

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

(1) That it will not discriminate against any employees or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age physical or mental handicap unrelated to ability, or an unfavorable discharge from military service, and further that it will examine all job classifications to determine if minority persons or woman are under-utilized and will take appropriate affirmative action to rectify any such under-utilization.

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

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

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

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

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

(7) That it will include verbatim or by reference the provisions of these clauses in every subcontracting awards under which any portion of the contract obligations are undertaken or assumed, so that each provision will be binding upon such Subcontractor. In the same manner as with other provisions of this Contract, the Contractor will be liable for compliance with applicable provisions of this clause by such Subcontractors; and further it will promptly notify the contracting agency and the Department in the event any Subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any Subcontractor declared by the Illinois Human Rights Commission to be ineligible for Contracts or Subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Z-1. Guarantee.

(1) Except as otherwise specified, the contractor shall guarantee workmanship and materials for a period one (1) year for all items from date of final acceptance by the Village. The Work shall be left in perfect order at completion and acceptance. Neither the final payment nor termination of the guarantee period, nor any provision in the Contract document shall relieve the Contractor of the responsibility for negligence, faulty materials, or workmanship within the extent and period provided by law, and upon written notice it shall remedy any defects due thereto, and shall pay all expenses for any damage to other work resulting therefrom.

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

Z-2 Miscellaneous.

(1) This Agreement supersedes all prior agreements and understandings, both written and oral, of the parties to the subject matter hereof. This Agreement applies to and binds the successors and assigns of the Parties to this Agreement. Any amendments to this Agreement must be in writing and executed by both Parties.

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

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

(4) In construing this Agreement, section headings shall be disregarded.

(5) Time is of the essence of this Agreement and every provision contained herein.

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

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

(8) In the event of any conflict between the terms and conditions of any of the Contract Documents, and/or this Addendum, the most stringent requirements shall control.

VILLAGE OF BARTLETT

JOHNSON PAVING Co.

By: _____
Kevin Wallace
Village President

By: _____
Title: _____

Attest:

Attest:

By: _____
Lorna Giles, Village Clerk

Title: _____

Date: _____

Date: _____

Memorandum

TO: Valerie L. Salmons, Village Administrator
FROM: Paula Schumacher, Assistant Village Administrator
DATE: April 18, 2016
SUBJECT: AT&T Illinois license renewal

In 2006, the Village of Bartlett and AT&T Illinois entered into a license agreement to use a portion of the AT&T Illinois property at 200 S. Main Street for a municipal park.

AT&T Illinois granted the Village permission to use the property and the Village constructed the park including the pathway, landscaping and benches and statue. The current license agreement expires on May 31, 2016.

Staff has worked with AT&T Illinois on an extension of the term of the existing license to run from June 1, 2016 to May 31, 2021. The existing license, renewal and resolution are attached for your review.

RESOLUTION 2016- _____

**A RESOLUTION APPROVING AND DIRECTING THE EXECUTION
OF THE FIRST AMENDMENT TO LICENSE AGREEMENT
BETWEEN THE VILLAGE OF BARTLETT AND ILLINOIS BELL
TELEPHONE COMPANY D/B/A AT&T ILLINOIS**

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 First Amendment to the License Agreement between the Village of Bartlett and Illinois Bell Telephone Company d/b/a AT&T Illinois dated as of May 3, 2016, a copy which is appended hereto as Exhibit A and is expressly incorporated herein (the "First Amendment"), is hereby approved.

SECTION TWO: That the Village President is hereby authorized and directed to sign the First Amendment 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:

PASSED: May 3, 2016

APPROVED: May 3, 2016

Kevin Wallace, Village President

ATTEST:

Lorna Giles, 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 2016-_____ enacted on May 3, 2016 and approved on May 3, 2016, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

LICENSE AGREEMENT – FIRST AMENDMENT

This First Amendment agreement is made this _____ day of _____, 2016, by and between the **Village of Bartlett (VILLAGE)**, 228 S. Main Street, Bartlett, Illinois 60103 and **Illinois Bell Telephone Company d/b/a AT&T Illinois (AT&T ILLINOIS)**, Real Estate Department, Floor 13A, 225 W. Randolph St., Chicago, IL 60606.

WHEREAS, the VILLAGE and AT&T ILLINOIS' have heretofore entered into that certain License Agreement dated March 29, 2006 which granted permission for the VILLAGE to construct a park on a portion of our property located at 200 S. Main Street, Bartlett, IL.

WHEREAS, the License Agreement is due to expire on May 31, 2016, and the parties desire to extend the agreement in accordance with the following terms and conditions.

NOW, THEREFORE, the Parties contract and agree as follows:

- 1. **Term and Termination:** The license agreement shall extend starting June 1, 2016, and terminate on May 31, 2021, unless sooner terminated by either of the Parties. This License may be terminated by either Party upon thirty (30) days written notice to the other at the addresses listed above.

Upon termination of this License, whether by expiration or earlier termination, the VILLAGE shall remove the VILLAGE's improvements and restore the Licensed Premised to its original condition.

All other terms and conditions remain in full force.

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the date above.

ILLINOIS BELL TELEPHONE COMPANY d/b/a AT&T ILLINOIS

By: _____
Linda M. Benedetto, Manager – Portfolio Management

Accepted this _____ day of _____, 2016

VILLAGE OF BARTLETT

By: _____
Village President

Enabling Resolution # and date: _____

LICENSE AGREEMENT

This Agreement is made this 27th day of MARCH, 2006, by and between the Village of Bartlett (VILLAGE), 228 S. Main Street, Bartlett, Illinois 60103 and Illinois Bell Telephone Company d/b/a AT&T Illinois (AT&T ILLINOIS), Real Estate Department, Floor 13A, 225 W. Randolph St., Chicago, IL 60606.

WHEREAS, the VILLAGE desires to use a portion of AT&T ILLINOIS' property at 200 S. Main Street, Bartlett, IL for a park and to construct a gazebo, paths, and landscaping; and,

WHEREAS, AT&T ILLINOIS desires to grant such permission upon the following terms and conditions;

NOW, THEREFORE, the Parties contract and agree as follows:

1. Grant of License. AT&T ILLINOIS grants to the VILLAGE, and the VILLAGE accepts, a limited license to use the portion of AT&T ILLINOIS' property at 200 S. Main Street, Bartlett, IL, indicated on Exhibit "A" (Licensed Premises) for the sole purpose of developing, operating and maintaining a municipal park.

2. Term and Termination. The license shall commence on June 1, 2006, and terminate on May 31, 2016, unless sooner terminated by either of the Parties. This License may be terminated by either Party upon thirty (30) days written notice to the other at the address listed above.

Upon termination of this License, whether by expiration or earlier termination, the VILLAGE shall remove the VILLAGE's improvements and restore the Licensed Premises to its original condition.

3. Condition of the Property. The VILLAGE accepts the Licensed Premises "AS IS." AT&T ILLINOIS makes no representation regarding the suitability of the Licensed Premises for the intended use. The VILLAGE shall satisfy itself that the Licensed Premises in its present condition is suitable for the VILLAGE's purposes. AT&T ILLINOIS shall not be responsible for, the VILLAGE for itself and its agents, employees, contractors, and invitees, releases, discharges, and indemnifies AT&T ILLINOIS from and against any claim, loss, cost or damage arising out of the condition of the Licensed Premises.

4. Construction of Improvements. The VILLAGE may at its sole cost and subject to the consent of AT&T ILLINOIS which shall not be unreasonably withheld or delayed, construct improvements on the Licensed Premises consistent with its permitted use as a park, including, but not limited to, a gazebo, trails or walks, lighting, fences or borders, and landscaping. The VILLAGE shall submit plans for any such improvements to AT&T ILLINOIS for review and approval prior to commencing construction of any improvement.

The VILLAGE in the construction of improvements and use of the Licensed Premises shall do no unnecessary injury to any trees, shrubs, lawns, buildings, fences, or appurtenances, above or underground, within the Licensed Premises or adjacent thereto, except that the VILLAGE may remove the two trees (Village ROW trees) in the adjoining VILLAGE road right of way for Main Street without further notice to or approval from AT&T ILLINOIS. The VILLAGE shall restore the ground, building(s), fences, and appurtenances in the Licensed Premises and adjacent areas to substantially its same condition as they were before the start of such construction work undertaken by the VILLAGE except for the park improvements approved by AT&T ILLINOIS and except that the VILLAGE shall have no obligation to replace the Village ROW Trees

5. Retained Rights: Protection of Facilities. The VILLAGE acknowledges that AT&T ILLINOIS maintains underground communications facilities in or in the vicinity of the Licensed Premises which, if damaged, could disrupt AT&T ILLINOIS communications services to the public and result in costly repairs, injury and possible death to persons. The License is subject to the reservation by the AT&T ILLINOIS of the right to maintain all existing facilities, if any, or to install additional facilities, used for telecommunications or other purposes, within the Licensed Premises.

The VILLAGE agrees to pay AT&T ILLINOIS the full cost to protect, relocate, remove, lower or otherwise rearrange any of AT&T ILLINOIS' facilities as may be necessary for the VILLAGE to exercise the rights and privileges granted in this License. In the event it is reasonably necessary to accommodate proposed construction, maintenance, operation, replacement, expansion, reconstruction or removal of AT&T ILLINOIS' facilities on the Property or the Licensed Premises, the VILLAGE, at its option and at its sole cost and expense, may: (1) relocate the VILLAGE's improvements to another location on the Licensed Premises or Property mutually agreeable to AT&T ILLINOIS and the VILLAGE; or (2) if feasible in light of AT&T ILLINOIS' proposed use, protect, lower, adjust, or temporarily remove the VILLAGE's improvements; or (3) at the request of the VILLAGE, if feasible in light of AT&T ILLINOIS' proposed use, AT&T ILLINOIS shall relocate its proposed use to a location on Property or Licensed Premises not requiring relocation or alteration of the VILLAGE's improvements; or (4) terminate this License and remove the VILLAGE's improvements.

In exercising the rights and privileges granted in this License, the VILLAGE shall fully comply with the provisions of the Illinois Underground Utility Facilities Damage Prevention ACT, 220 ILCS 50/1 et. seq., as may be amended or replaced with comparable provision.

6. Waiver of Liability; Indemnity; Insurance. The VILLAGE shall be solely responsible for the safety and security of the persons and property of the VILLAGE and its agents, employees, contractors, and intended and permitted invitees in using the Licensed Premises. AT&T ILLINOIS shall not be responsible for, and the VILLAGE for itself and its agents, employees, contractors and intended and permitted invitees releases and discharges AT&T ILLINOIS from any claim, loss, cost, expense or damage

arising out of the safety or security of the persons or property of the VILLAGE and its agents, employees, contractors, and intended and permitted invitees in using the Licensed Premises, excepting only to the extent caused by the negligent, willful and wanton acts and/or omissions and/or intentional misconduct of AT&T ILLINOIS. The VILLAGE hereby agrees to assume all liability for, and indemnify, defend and hold harmless AT&T ILLINOIS from any and all damages, losses, claims, demands, suits, costs, or expenses resulting from any injury to persons, including death, or damage to property arising from the use of the Licensed Premises by the VILLAGE its agents, employees, contractors, or intended and permitted invitees, except to the extent caused by the negligent, willful and wanton acts and/or omissions and/or intentional misconduct of AT&T ILLINOIS.

The VILLAGE shall carry commercial general liability insurance in the amount of not less than \$1,000,000. The VILLAGE shall name AT&T ILLINOIS as an additional insured on such policy and shall provide AT&T ILLINOIS with a certificate evidencing such insurance, and AT&T ILLINOIS' status as an additional insured, prior to exercising the permission granted hereunder.


7. Non-recording. Neither Party shall record this License in the public records. If this License is recorded, it shall become null and void in which event the VILLAGE shall not have any rights to the property in question and shall remove any facilities, which may have been installed.

8. Other Provisions. This agreement shall inure to the benefit of and bind the successors and assigns of the Parties. This agreement contains the complete agreement of the parties and supersedes any prior agreements, written or oral. This agreement may be amended only in writing signed by both Parties.

9. No Third Party Beneficiaries. This License Agreement is entered into solely for the benefit of the contracting Parties, and nothing in this License Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and/or entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed or interpreted as an express and/or implied waiver of any common law and/or statutory immunity and/or privilege to the VILLAGE, and/or its officials, officers, volunteers, employees, and/or agents, as to any claim, cause, cause of action and/or liability of any kind whatsoever.

IN WITNESS WHEREOF, AT&T ILLINOIS and VILLAGE have hereunto set their hands:

ILLINOIS BELL TELEPHONE COMPANY d/b/a AT&T ILLINOIS

By: 
Director Transactions - Corporate Real Estate

Accepted this 18 day of April, 2006

VILLAGE OF BARTLETT

By: *Catherine J. Mulhern*
Village President

Enabling Resolution # and date: *2006-36-R*
Title: *ATTACHED*

ILLINOIS BELL TELEPHONE COMPANY

PLAT OF SURVEY 06-34-409-036

BARTLETT, CENTRAL OFFICE

200 S. MAIN ST.

BARTLETT, ILL.

SCALE: 1"=50'-0"

LEGAL DESCRIPTION

PARCEL NO. 1

LOT 1 (EXCEPT THE W. 58 FT. THEREOF AS MEASURED ON THE S. LINE THEREOF), AND ALL OF LOTS 2, 3 AND 4 IN BLOCK 6 OF THE BARTLETT SUBDIVISION IN SEC. 34, TWP. 41 N., R. 9 E. OF THE THIRD P.M. IN COOK COUNTY, ILLINOIS.

PURCHASED APRIL 25, 1960 UNDER EST. 40800

PARCEL NO. 2

THE W. 58 FT. OF LOT 1 (AS MEASURED ALONG THE S. LINE THEREOF) IN BLOCK 6 OF THE BARTLETT SUBDIVISION IN SEC. 34, TWP. 41 N., R. 9 E. OF THE THIRD P.M. IN COOK COUNTY, ILLINOIS.

PURCHASED MAY 26, 1960 UNDER EST. 40807

GEO. 2740-000

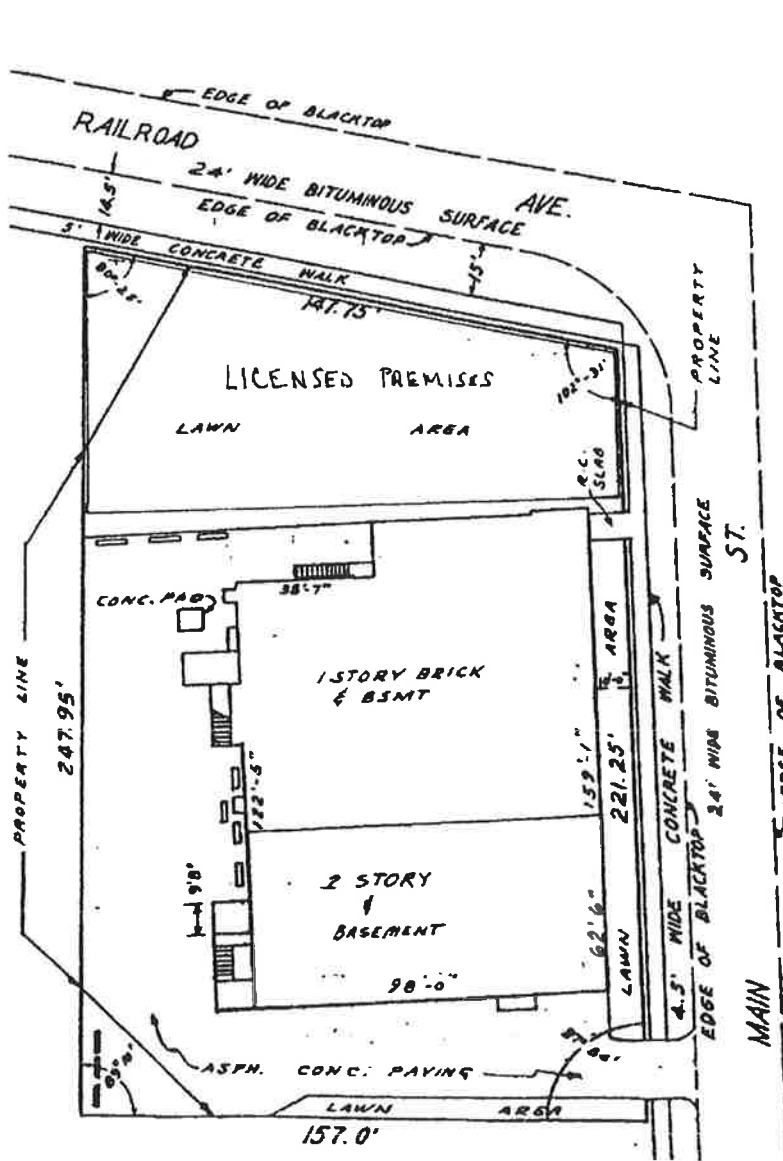


EXHIBIT "A"

APR. 18 1980

NOV. 30, 1970

JULY 30, 1963



Agenda Item Executive Summary

Item Name Memorial Day Open Burn Request Committee
or Board Village Board

BUDGET IMPACT

Amount: N/A

Budgeted N/A

List what
fund N/A

EXECUTIVE SUMMARY

The Bartlett American Legion Post 1212 would like to conduct a "Flag Retirement Ceremony" on Memorial Day, Monday, May 30th in Bartlett Park. The ceremony will begin at 10:00 a.m. and will last approximately 15-30 minutes. The ceremony requires an open burn permit. The Bartlett Fire Protection District has been contacted and is aware of the event. This will be the 16th consecutive year for the event.

ATTACHMENTS (PLEASE LIST)

Bartlett Fire Protection District Open Burn Permit

ACTION REQUESTED

For Discussion Only _____

Resolution _____

Ordinance _____

Motion _____

Motion: Move to approve the open burn permit request from the American Legion Post 1212 to conduct a flag retirement ceremony at Bartlett Park.

Staff: Tyler Isham

Date: 4/19/2016

Memorandum

To: Paula Schumacher, Assistant Village Administrator
From: Tyler Isham, Administrative Intern
Date: 4/19/2016
Re: Memorial Day Open Burn Request

Bartlett American Legion Post #1212 would like to conduct a “flag retirement ceremony” on Memorial Day, Monday, May 30th in Bartlett Park. The ceremony will begin at 10:00 a.m. and will last approximately 15-30 minutes in which time the flags will be retired. The ceremony requires an open burn permit. The Bartlett Fire Protection District has been contacted and is aware of the program. This will be the 16th consecutive year of this event.

Attached is a permit from the Bartlett Fire Protection District for the flag retirement ceremony.

MOTION

I move to approve the request of American Legion Post #1212 to host a flag retirement ceremony in Bartlett Park on Memorial Day, Monday, May 30, 2016.

OFFICAL PERMIT COPY



Bartlett Fire Protection District
Fire Prevention Bureau
234 N. Oak Avenue
Bartlett, IL 60103
(630)837-3701 Fax (630)837-4052

Fire Prevention Permit #: 16-001

Date Issued: April 18, 2016 Expires: May 30, 2016

Installation of: Fire Alarm System [] Sprinkler System [] Ansul System []
Above Ground Tank [] Other []

Activity: Fireworks Display [] Bon Fire [] Other [] Flag Retirement Ceremony

:

Location: Bartlett Park District
Address: North Avenue & Eastern Avenue
Town: Bartlett, Illinois 60103

Applicant: Bartlett American Legion Post 1212
Address: Milt Lennert (630) 429-8760
Town: Bartlett, Illinois 60103

The applicant hereby certifies to the correctness of all submitted information and agrees to perform the above activity in strict compliance of the Bartlett Fire Protection District Fire Prevention Code and Local Ordinances.

It is necessary to call for all inspections, including final inspection. Call the Fire Prevention Bureau at (630)837-3701. Inspections must be arranged by the applicant with the Fire Prevention Bureau 48 hours prior to the day the inspection is desired. Notification of controlled burns must be done on the day of the activity. When scheduling inspections or activities, refer to the lot number if available, the address and the business name.

The approved field set of plans must be retained on the job and the building shall not be occupied until Final Inspection has been completed. Work will not proceed until the inspector has approved the various stages of installation.

Approved By: Michael W. Falese
Fire Chief

Applicant Copy



Agenda Item Executive Summary

Item Name Sweet Day Gourmet Adopt-A-Highway Request Committee
or Board Village Board

BUDGET IMPACT

Amount: N/A Budgeted N/A

List what
fund N/A

EXECUTIVE SUMMARY

Pete Bone, a Bartlett resident, from Sweet Day Gourmet, LLC, wishes to participate in Adopt-a-Highway program for the Village. Keeping the village clean and promoting resident involvement are parts of our Strategic Plan. Mr. Bone will be cleaning Lambert Lane between Lake Street and Spaulding Road ten times a year. He will call Public Works to pick up the garbage once he is completed. He wishes for a sign with his company name to be installed at either end of Lambert Lane where it can. The Adopt-a-Highway Agreement lasts for two years.

ATTACHMENTS (PLEASE LIST)

Adopt-a-Highway Application
Adopt-a-Highway Agreement

ACTION REQUESTED

For Discussion Only _____
Resolution _____
Ordinance _____
Motion _____

Motion: Move to approve the agreement for Sweet Day Gourmet, LLC to adopt and clean-up Lambert Lane between Lake Street and Spaulding Road.

Staff: Tyler Isham

Date: 4/19/2016

Memorandum

To: Paula Schumacher, Assistant Village Administrator
From: Tyler Isham, Administrative Intern
Date: 4/19/2016
Re: Sweet Day Gourmet Adopt-a-Highway Application

Pete Bone from Sweet Day Gourmet, LLC, a Bartlett resident, wishes to participate in Adopt-a-Highway program for the Village. Keeping the Village clean and maintained continues to be a part of our strategic plan as well as promoting resident involvement within the community.

Mr. Bone plans on cleaning Lambert Lane in Bartlett between Lake Street and Spaulding Road. It would be just him doing the cleaning, and he plans to do 10 (ten) clean-ups per year. Once he performs a clean-up, he will call Public Works to come and take the garbage bags away. The Adopt-a-Highway Agreement lasts for 2 (two) years. In order to formally adopt this road, Mr. Bone needs the approval of the Village Board and the Village President to sign off on the agreement. The agreement will then allow for the installation of a sign with his company name on it. The signed application and agreement are attached for your review.

ADOPT-A-HIGHWAY APPLICATION

NAME: Pete Bone

NUMBER OF PEOPLE: 1

ORGANIZATION NAME: Sweet Day Gourmet (LLC)

STREET DESIRED: Lambert Ave. between Lake St. + Spaulding

MATERIALS REQUESTED:

~~GARBAGE BAGS~~

~~VEST~~

~~LATEX GLOVES~~

*I have an orange safety vest, gloves etc.
I also have gloves + contractor grade
garbage bags*

NUMBER OF PLANNED CLEAN-UPS: 10 (first already completed 4/9/16)

DATES: As needed

By signing below, applicant promises to adhere to the agreement included with this application with both signed by the applicant. Applicant also promises all above will be held true and any changes will be given the proper notification to the Village of Bartlett at (630) 837-0800.

Signature: *Pete Bone*

Date: 4/15/16



ADOPT -A- HIGHWAY AGREEMENT

The Village of Bartlett and the Bartlett Park District and Sweet Day Gourmet (LLC) (Group), recognize the need for litter free roadways and are entering into this agreement in an effort to contribute toward maintaining litter free roadways.

By signature below, the Group acknowledges that hazardous nature of the work and agrees to the terms and conditions set by the Village of Bartlett and Bartlett Park District.

The Group and its volunteer and agents shall assume all responsibility for, and hold the Village of Bartlett and the Bartlett Park District (including their officials, employees, and agents) harmless from, any and all claims or actions resulting from the Group's volunteers' or agents' work in the program, except for the negligent acts of the Village of Bartlett and the Bartlett Park District (including their agents or employees).

Members of the Group are jointly and severally bound by the terms and conditions of this agreement. The Group and the Village of Bartlett will fulfill their respective responsibilities as set forth in the attached appendix and is expressly incorporated by reference.

The Village of Bartlett recognizes and approves the group as the adopting organization for roadway, and the Group accepts the responsibility of picking up litter on this section for a period of time beginning April 9, 2016 and ending ? April 9, 2018

Sweet Day Gourmet (LLC)
Name of Group

PETE Bone
Group President _____ Date 4/15/16

Village President _____ Date _____



Agenda Item Executive Summary

Item Name	Arts In Bartlett Amplifier Permit	Committee or Board	Village Board
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BUDGET IMPACT

Amount:	N/A	Budgeted	N/A
List what fund	N/A		

EXECUTIVE SUMMARY

A request for an **AMPLIFIER PERMIT** (a) to allow for Live Music for the Annual Art Fair at Bartlett Park, Oak and North Avenues on Saturday, June 25, 2016 from 10:00 A.M. to 8:00 P.M. and Sunday, June 26 from 10:00A.M. to 5:00P.M.

ATTACHMENTS (PLEASE LIST)

Memo, Application, Location Map, Motion

ACTION REQUESTED

For Discussion Only _____

Resolution _____

Ordinance _____

Motion: To approve Amplifier Permit for Arts In Bartlett Annual Art Fair at Bartlett Park

Staff: Jim Plonczynski

Date: 5/3/16

COMMUNITY DEVELOPMENT MEMORANDUM

16-070

DATE: April 22, 2016
TO: Valerie L. Salmons, Village Administrator
FROM: Jim Plonczynski, CD Director
RE: Amplifier Permit Request

Attached is the application from Arts In Bartlett, requesting approval for a permit to operate an amplifier for Live Music at the Annual Art Fair in Bartlett Park on Oak and North Avenues. This event is scheduled to take place on Saturday, June 25, 2016 from 10:00 A.M. to 8:00 P.M. and Sunday, June 26, 2016 from 10:00 A.M. to 5:00 P.M.

Attached for your review and consideration is a Village Board motion to approve the Amplifier Permit to conform with Village Ordinance 3-22-2(A). "Except as provided in subsections B and C... no licensee shall use, operate or employ any such device within the Village limits **on Sunday**, or after the hour of eight o'clock (8:00) P.M. to the hour of eleven o'clock (11:00) P.M. (prevailing time) of any day or before the hour of eight o'clock (8:00) A.M. (prevailing time) of any day without the approval of the Bartlett Village Board; no licensee shall use or operate or employ any such device within the radius of two (2) blocks from any hospital or within the radius of two (2) blocks of any church while services are being held therein."

VILLAGE BOARD MOTION

May 3, 2016

I hereby move to approve the request of Arts In Bartlett for an Amplifier Permit to allow Live Music to operate during the Annual Art Fair on Saturday, June 25, 2016 from 10:00 A.M. until 8:00 P.M. and on Sunday, June 26, 2016 from 10:00 A.M. until 5:00 P.M. at Bartlett Park, on Oak and North Avenues.

LOCATION MAP

BARTLETT PARK



AMPLIFIER PERMIT APPLICATION

201600699

For Office Use Only
RECEIVED
Permit #: COMMUNITY DEVELOPMENT
Received: **APR 22 2016**
VILLAGE OF BARTLETT



Village of Bartlett
Community Development Dept.
228 S. Main Street
Bartlett, IL 60103
Ph: (630) 540-5940
Fax: (630) 540-5436

E-mail: CommunityDevelopment@vbartlett.org
Web: www.village.bartlett.il.us

Village Board approval is required for those requests taking place: Mon-Sat. before 8:00 A.M. or after 8:00 P.M., and on Sundays (all day). **Not to exceed 11:00 P.M.**

APPLICANT MUST COMPLETE AND SIGN APPLICATION

PERMIT APPLICANT:

ARTS IN BARTLETT 215 S. MAIN ST. 630-372-4152
NAME ADDRESS PHONE

ADDRESS OF EVENT: BARTLETT PARK

OWNER OF PROPERTY WHERE EVENT WILL BE HELD:

BARTLETT PARK DIST. 696 W STEARNS 630-540-4900
NAME ADDRESS PHONE

DESCRIPTION OF EVENT: ANNUAL ART FAIR

DAY, DATE, BEGINNING & ENDING TIME OF EVENT: JUNE 25-26, 2016
SAT 10AM - 8PM
SUN 10AM - 5PM

AMPLIFIER DEVICE BEING USED: (e.g. DJ, live band, stereo) (LIVE MUSIC) SPEAKERS

CONTRACTOR (if any): _____
NAME PHONE LICENSE #

(All Contractors/Electricians completing work on any portion of the project must be licensed with the Village of Bartlett).

SIGNATURE OF APPLICANT: Susan Stockes Treasurer

SIGNATURE OF PROPERTY OWNER: Pat Flaherty

FOR OFFICE USE ONLY

Zoning Dist. <u>P-1</u>	FINAL INSPECTION DATE <u>06/26/16</u>	ISSUED BY <u>KCS</u>	TOTAL FEE <u>15.00</u>
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PD



Agenda Item Executive Summary

Item Name	Bannerman's Sports Grill	Committee or Board	Village Board
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BUDGET IMPACT

Amount:	N/A	Budgeted	N/A
List what fund	N/A		

EXECUTIVE SUMMARY

A request for an **AMPLIFIER PERMIT** (a) to allow Live Bands to operate during Bannerman's Annual Outdoor Party in the parking lot of 858 S. Route 59 on Friday, August 19, 2016 and Saturday, August 20, 2016 from 6:00 P.M. to 11:00 P.M.

ATTACHMENTS (PLEASE LIST)

Memo, Application, Location Map, Motion

ACTION REQUESTED

For Discussion Only _____

Resolution _____

Ordinance _____

Motion: To approve Amplifier Permit for Bannerman's Sports Grill at 858 S. Route 59

Staff: Jim Plonczynski

Date: 05/03/16

COMMUNITY DEVELOPMENT MEMORANDUM

16-068

DATE: April 22, 2016
TO: Valerie L. Salmons, Village Administrator
FROM: Jim Plonczynski, CD Director
RE: Amplifier Permit Request

Attached is the application from Bannerman's Sports Grill, requesting approval for an amplifier permit to allow Live Bands to operate during their Annual Outdoor Party in the parking lot of 858 S. Route 59. This event is scheduled to take place on Friday, August 19th, 2016 and Saturday, August 21st, 2016 from 6:00 PM – 11:00 PM.

Attached for your review and consideration is a Village Board motion to approve the Amplifier Permit to conform with Village Ordinance 3-22-2(A) "Except as provided in subsections B and C... no licensee shall use, operate or employ any such device within the Village limits on Sunday, or **after the hour of eight o'clock (8:00) P.M. to the hour of eleven o'clock (11:00) P.M. (prevailing time) of any day** or before the hour of eight o'clock (8:00) A.M. (prevailing time) of any day without the approval of the Bartlett Village Board; no licensee shall use or operate or employ any such device within the radius of two (2) blocks from any hospital or within the radius of two (2) blocks of any church while services are being held therein."

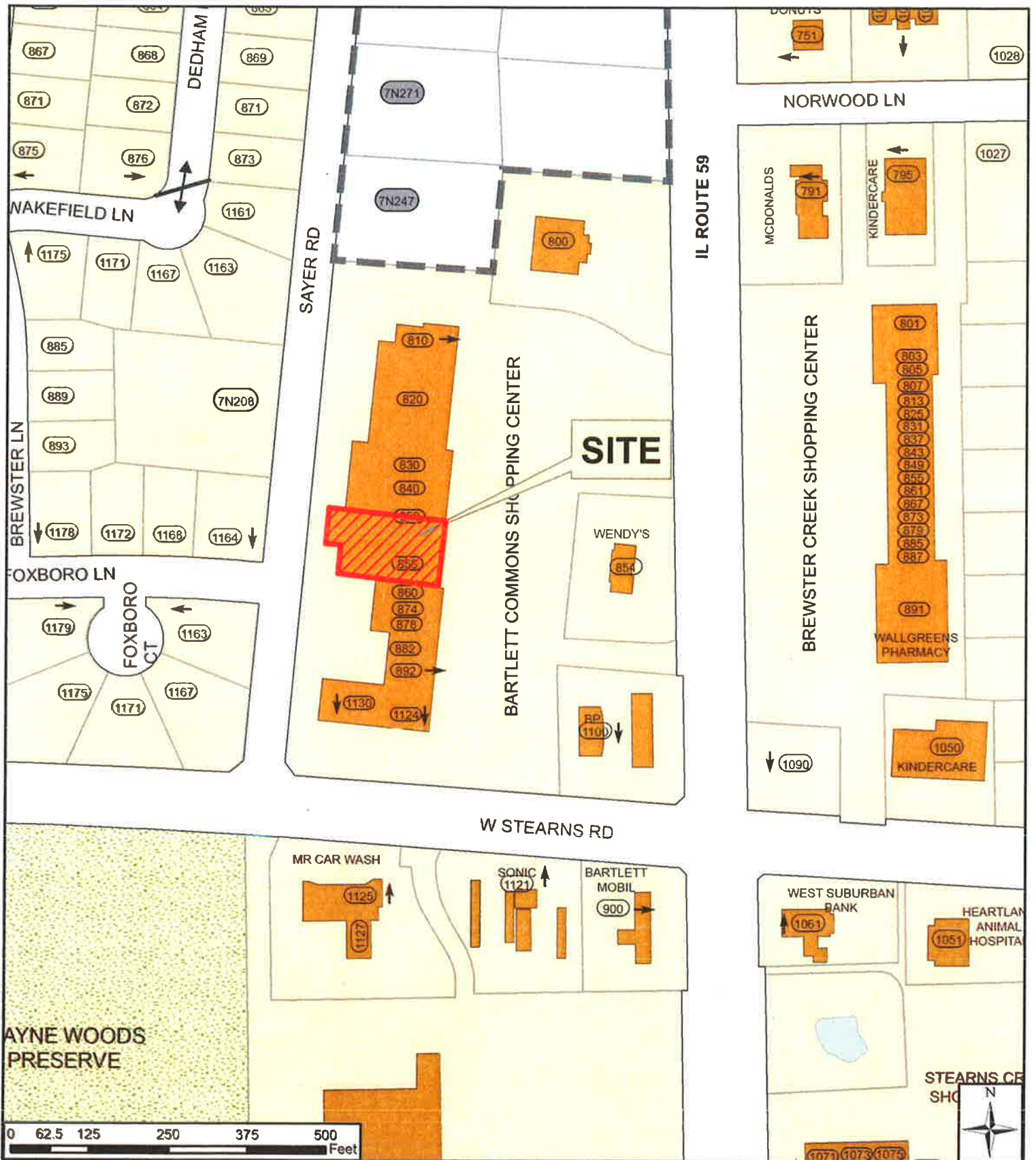
VILLAGE BOARD MOTION

May 3, 2016

I hereby move to approve the request of Bannerman's Sports Grill for an amplifier permit to allow Live Bands to operate during their Annual Outdoor Party in the parking lot of 858 S. Route 59. on Friday, August 19th, 2016 and Saturday, August 20th, 2016 from 6:00P.M. until 11:00P.M. in the parking lot of 858 S. Route 59.

LOCATION MAP

BANNERMANS - 858 S. IL 59



AMPLIFIER PERMIT APPLICATION

RECEIVED
COMMUNITY DEVELOPMENT

For Office Use Only:

Permit #: 201600698 APR 07 2016

Received:

VILLAGE OF
BARTLETT



Village of Bartlett
 Community Development Dept.
 228 S. Main Street
 Bartlett, IL 60103
 Ph: (630) 540-5940
 Fax: (630) 540-5436
 E-mail: CommunityDevelopment@vbartlett.org
 Web: www.village.bartlett.il.us

Village Board approval is required for those requests taking place: Mon-Sat. before 8:00 A.M. or after 8:00 P.M., and on Sundays (all day). **Not to exceed 11:00 P.M.**

APPLICANT MUST COMPLETE AND SIGN APPLICATION

PERMIT APPLICANT:

Bannerman's Sports Grill 858 St Rt 59 630 213 2400
 NAME ADDRESS PHONE

ADDRESS OF EVENT: 858 St Rt 59

OWNER OF PROPERTY WHERE EVENT WILL BE HELD:

Bartlett Comm. LLC Nico
 NAME ADDRESS PHONE

DESCRIPTION OF EVENT: Outdoor Concert

DAY, DATE, BEGINNING & ENDING TIME OF EVENT: 8/19 6pm Till 11pm
8/20 6pm Till 11pm

AMPLIFIER DEVICE BEING USED: (e.g. DJ, live band, stereo) Live Bands

CONTRACTOR (if any): _____
 NAME PHONE LICENSE #

(All Contractors/Electricians completing work on any portion of the project must be licensed with the Village of Bartlett).

SIGNATURE OF APPLICANT: [Signature]

SIGNATURE OF PROPERTY OWNER: _____

FOR OFFICE USE ONLY

Zoning Dist. <u>B-3 PUD</u>	FINAL INSPECTION DATE <u>08/21/16</u>	ISSUED BY <u>[Signature]</u>	TOTAL FEE <u>15.00</u>
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PD



Agenda Item Executive Summary

Item Name Stearns Rd/Country Creek Extension Project Committee
or Board Board

BUDGET IMPACT

Amount: \$ 58,000.00 *Budgeted* \$ 60,000.00 (Engineering)

List what fund 2016 - 2020 Capital Budget, Other

EXECUTIVE SUMMARY

As you know, we have been investigating the replacement of the pedestrian bridge over Country Creek at Stearns Road. The existing bridge is more than 25 years old and we are unable to maintain the structure due to roadway salt corrosion. We are proposing to remove the existing pedestrian bridge and lengthen the existing Stearns Road box culvert to the north. Because this falls under Professional Services, bidding for design engineering services is not required. We have asked HR Green to provide us with a proposal to complete design and permitting services for the culvert extension. The proposal shows a not-to-exceed amount of \$53,904.00 and has been attached for your review.

A Wetland Delineation Report and a Corps of Engineers Jurisdictional Determination are also required for the project. This work will be provided by Applied Ecological Services (AES) for a Lump Sum Fee of \$3,800.00.

We have worked with HR Green on numerous roadway projects in the past and have found them to be responsive and responsible. Based upon staff selection and previous project experience, I recommend that the Stearns Road/Country Creek Culvert Extension Design be awarded to HR Green in the not-to-exceed amount of \$57,704.00.

ATTACHMENTS (PLEASE LIST)

Memo, Resolution, Agreement

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

MOTION:

I move the passage of Resolution 2016-_____ A Resolution Approving a Professional Services Agreement with HR Green for the 2015 Stearns Road/Country Creek Culvert Extension Design in the not-to-exceed amount of \$57,704.00

Staff: Dan Dinges, PW Director

Date: May 3, 2016

MEMO

Date: May 3, 2016

To: Valerie L. Salmons, Village Administrator

From: Dan Dinges, Public Works Director

Re: *Stearns Road/Country Creek Culvert Extension, Engineering Services*

As you know, we have been investigating the replacement of the pedestrian bridge over Country Creek at Stearns Road. The existing bridge is more than 25 years old and we are unable to maintain the structure due to roadway salt corrosion. We are also unable to relocate the bridge and abutments because of right-of-way constraints.

We are proposing to remove the existing pedestrian bridge and lengthen the existing Stearns Road box culvert to the north. The extended culvert will allow us to construct a new path with a guard rail system or curb/gutter to protect pedestrians. It would also eliminate further pavement failures due to the narrow existing culvert length.

Because this falls under Professional Services, bidding for design engineering services is not required. We have asked HR Green to provide us with a proposal to complete design and permitting services for the culvert extension. The proposal shows a not-to-exceed amount of \$53,904.00 and has been attached for your review.

A Wetland Delineation Report and a Corps of Engineers Jurisdictional Determination are also required for the project. This work will be provided by Applied Ecological Services (AES) for a Lump Sum Fee of \$3,800.00.

We have worked with HR Green on numerous roadway projects in the past and have found them to be responsive and responsible. Based upon staff selection and previous project experience, I recommend that the Stearns Road/Country Creek Culvert Extension Design be awarded to HR Green in the not-to-exceed amount of **\$57,704.00**.

Please place this on the next available Board Agenda.

RESOLUTION 2016 - _____

**A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE VILLAGE OF BARTLETT AND HR GREEN, INC. FOR THE 2016
STEARNS ROAD-COUNTRY CREEK CULVERT EXTENSION DESIGN**

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 letter agreement for professional services between the Village of Bartlett and HR Green, Inc. dated as of March 28, 2016 for the Stearns Road-Country Creek Culvert Extension Design (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 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: May 3, 2016

APPROVED: May 3, 2016

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 2016 - _____ enacted on May 3, 2016 and approved on May 3, 2016 as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk



HRGreen

**Attachment A
To
Preliminary Engineering Services Agreement
Motor Fuel Tax Funds
BLR 05510**

For

**Stearns Road over Country Creek
Culvert Extension and Pedestrian Bridge Removal**

Daniel J. Dinges, Public Works Director
Village of Bartlett
1150 Bittersweet Dr.
Bartlett, IL 60103
630-837-0811

Robert G. Davies, SE PE
Project Manager
HR Green
420 N. Front Street (Suite 100)
McHenry, IL 60050
HR Green Project Number: 86150092

March 28, 2016

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- 1.0 PROJECT UNDERSTANDING
- 2.0 SCOPE OF SERVICES
- 3.0 DELIVERABLES AND SCHEDULES INCLUDED IN THIS AGREEMENT
- 4.0 ITEMS NOT INCLUDED IN AGREEMENT/SUPPLEMENTAL SERVICES
- 5.0 SERVICES BY OTHERS
- 6.0 CLIENT RESPONSIBILITIES
- 7.0 PROFESSIONAL SERVICES FEE
- 8.0 *TERMS and CONDITIONS in BLR 05510*

THIS AGREEMENT is between Local Agency (LA) VILLAGE OF BARTLETT (hereafter "CLIENT") and Engineer, HR GREEN, INC. (hereafter "COMPANY").

1.0 Project Understanding

1.1 General Understanding

This project consists of the investigation, permitting and design needed to assemble MFT type bid documents for the extension of an existing concrete box culvert. The extended culvert will carry a pedestrian path (on the north side of the road) currently carried by a pedestrian truss bridge. The extension will include room for parkway, guardrail and a possible increase in the width of the trail in future.

1.2 Design Criteria/Assumptions

We have assumed the existing culvert is in serviceable condition and may be extended in kind (to be verified in the field). The hydraulic capacity will be verified as a part of the permitting process. The time allocated for permitting assumes:

- An IDNR/OWR Submittal for an individual permit.
- The existing hydraulic model is available from either the State Water Survey or DuPage County and that no separate hydrologic analysis is necessary.
- The modeling is in HEC-RAS format. If the model turns out to be in FEQ format – then additional engineering hours and fee may be required.
- The modeling will demonstrate that the culvert extension will not increase head water elevations nor result in damage to upstream structures that will require an increase to the existing culvert size. If the hydraulic modeling shows otherwise, additional engineering hours and fee may be required to design a larger waterway opening than the existing condition allows.
- HR Green will complete a proposed, existing and natural hydraulic model for the Stearns Road Culvert Crossing of Country Creek (tributary to West Brank of DuPage River).
- HR Green will submit a hydraulic report to IDNR/OWR for an individual permit per the IDNR/OWR 3708 rules that govern Northeastern Illinois, of which DuPage County is a part of.
- HR Green will also submit a hydraulic report to DuPage County with compensatory storage calculations required for a County Stormwater permit.

We have included time to delineate and assess wetland impacts. If wetland credits are required to offset the loss of wetlands, we have not included the fees required to purchase the wetland credits.

Manhours have been included for the preparation and submittal of a detour plan and a small amount of coordination with DuPage County and the Village of Hanover Park. Ideally, closure will be limited to two weeks in the summer. We note the ADT at this location is very high and that a single lane closure with alternating traffic is feasible but would be very difficult.

We understand the Village owns the Right of Way needed to extend the culvert to the north. This will be verified as a part of the topographic survey. Land acquisition costs are not included.

As a candidate for MFT funding, we understand the contract documents will be subject to some review by the IDOT Bureau of Local Roads, focused primarily on payment and Pay Items, but the contract documents will not be subject to detailed technical review by IDOT.

2.0 Scope of Services

The CLIENT agrees to employ COMPANY to perform the following services:

- **Topographic Survey**

- Right of Way Survey

- COMPANY will recover existing right of way evidence for approximately 400 feet along Stearns centered on the Country Creek crossing. HRG will calculate the existing right of way as shown on the provided right of way documents and/or adjacent recorded plat of subdivisions to include on the base map.

- Roadway / Culvert / Pedestrian Bridge Survey

- Roadway Survey will include the area lying within the existing right-of-way for approximately 400 feet of Stearns Road 200 feet each direction from Country Creek and extending 60 feet north of the centerline. Road cross sections will be surveyed at approximate 50 foot intervals. Survey will include existing visible features and improvements. Existing utilities will be surveyed from visible flags or markings. Storm, sanitary sewer and water main structures will be surveyed, including rim elevation, invert pipe size, direction and elevation as observed at manholes. Survey will also be performed on the existing edge of pavement and centerline along Stearns Road 500 feet each side of the creek. Survey will reference existing NGS control stations, Illinois State Plane Coordinate System East Zone NAD83(2011). Elevations will be based upon NAVD88 or local benchmarks.

- Tree Survey

- COMPANY will locate and tag existing trees greater than six (6) inches in diameter within the project limits. Tree size and type (coniferous or deciduous) will be referenced within the topographic base map.

- Site Topography Survey Base Map

- COMPANY will generate a MicroStation drawing of the existing features collected along the roadway according to IDOT standards. One (1) foot contours will be generated with the elevations referenced to NAVD88 (U.S. Survey Feet). COMPANY will provide a MicroStation drawing with existing features and improvements within the project limits to be shown. Topographic Survey base map will show tags to existing visible utilities and features. A topographic survey plat is not required due to this surveying service being performed for our internal engineering group.

- Hydraulic Modeling, Compensatory Storage analysis, IDNR/OWR and DuPage County StormWater Management Agency Permit Applications (See assumptions, above).
- Wetlands Delineation and a Wetlands Report

Applied Ecological Services, Inc (AES) Ecologists will conduct a formal wetland delineation along Country Creek for approximately 50 feet on the north side of its intersection with Stearns Rd. in Bartlett, Illinois. The project area is approximately 70 feet wide on each side of the creek and is shown on an aerial photo provide by HR Green on 3/5/15. AES will inspect the entire project area for the presence of wetlands and then conduct a wetland delineation in accordance with the U.S. Army Corps of Engineers (Corps) 1987 Wetland Delineation and the Midwest Regional Supplement for Wetland Delineations. Numbered pink pin flags will be used to delineate the on-site wetland boundaries. H.R. Green will then survey the flag locations. As required by the Corps, the delineation shall include an on-site investigation of vegetation, soils, and hydrology. In addition, the floristic quality index (FQI) will be calculated for each wetland. Digital photographs of data points will be taken to assist in documenting existing site conditions. Adjacent off-site wetlands also will be identified and inspected, if possible, but not flagged. Note: the Corps and DuPage County require that field data be collected during the growing season (typically April through October). AES can complete the wetland delineation outside the growing season if requested but may be required to return during the growing season to collect additional information. Time required to revisit the site and collect additional data will be billed on a time and materials basis.

AES shall prepare a wetland delineation report in accordance with the U.S. Army Corps of Engineers 1987 Wetland Delineation Manual and Midwest Regional Supplement. The report shall include the following: a wetland delineation exhibit that shows all wetlands and data collection points within the project area, photos of representative data points locations, wetland and soils maps, U.S. Army Corps of Engineers data forms, and an evaluation of the quality of on-site wetlands based upon the Floristic Quality Index (FQI). The report will also include all additional DuPage County wetland delineation requirements, such as location of adjacent off-site wetlands and determination of critical wetlands. In addition to calculating the FQI, determining the status of a wetland (e.g. critical) requires completing a wildlife evaluation form for each wetland and completing a consultation with the IDNR (EcoCAT review) and an assessment of the site for USFWS for the presence of listed species. Then AES will send a copy of the report along with a completed JD request form to the Corps requesting a Jurisdictional Determination (JD) and concurrence of delineated wetland boundaries.

*Note: IDNR now charges a \$512 consultation fee to conduct an EcoCAT review for local units of government (e.g. municipalities). This fee is included in the lump sum fee below.

Deliverable: Two (2) hard copies and one (1) electronic copy of the Wetland Delineation Report and submittal of JD.

Lump Sum Fee: \$3,800*

- Detour Plan and Detour coordination with DuPage County and Hanover Park
- Utility Coordination
- Guardrail Warrant Analysis
- Bid Plans consisting of a Cover Sheet, General Note Sheet (with Bill of Materials and Detour Plan), Erosion Control Details, Plan & Profile Sheet with erosion control plan included, Culvert extension Plan, Sections and Wingwall Elevations, and Details of reinforcement including Bar Bends, Bill of Bars)
- Project Special Provisions including technical specifications, summary of quantities and unit prices, prevailing wage rates and a bid form.
- Assist Village with bidder's questions and review of bids.

3.0 Deliverables and Schedules Included in this Agreement

Copies of correspondence and permit requests. Bid package as noted above. The plans and specification will be delivered to the Village in electronic format for printing and/or distribution by the Village as needed to obtain bids.

COMPANY intends to complete the preliminary engineering (up to the start of Bid Plans) 120 days after notice to proceed. Upon approval by IDOT Bureau of Local Roads and acceptance by permitting agencies (IDNR/OWR and DuPage County) and the approval from the Village, COMPANY will complete the Bid Plans and Specifications (for review by the Village) within an additional 45 days.

This schedule was prepared to include reasonable allowances for review and approval times required by the CLIENT and public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by the CLIENT or for delays or other causes beyond the control of COMPANY.

4.0 Items not included in Agreement/Supplemental Services

The following items are not included as part of this agreement:

Sampling and testing of the original culvert or verification of structural adequacy of the original culvert (unless plans are made available).

Advertising project, distribution of bid documents, accepting bids, bid opening.

Construction Engineering.

Sampling and testing supporting soils upstream of the existing culvert (design will be based on conservative assumptions).

Supplemental services not included in the agreement can be provided by COMPANY under separate agreement, if desired.

5.0 Services by Others

The Wetlands services noted above will be supplied by Applied Wetlands Services (AES).

6.0 Client Responsibilities

Complete and submit permit applications.

Coordinate wetland credit requirements.

Notify agencies and emergency service providers regarding the detour and construction schedule.

Advertise and award project. Administer construction.

7.0 Professional Services Fee

7.1 Fees

The fee for services will be based on COMPANY standard hourly rates current at the time the agreement is signed. These standard hourly rates are subject to change upon 30 days' written notice. Non salary expenses directly attributable to the project such as: (1) living and traveling expenses of employees when away from the home office on business connected with the project; (2) identifiable communication expenses; (3) identifiable reproduction costs applicable to the work; and (4) outside services will be charged in accordance with the rates current at the time the service is done.

7.2 Invoices

Invoices for COMPANY's services shall be submitted, on a monthly basis. Invoices shall be due and payable upon receipt.

7.3 Extra Services

Any service required but not included as part of this contract shall be considered extra services. Extra services will be billed on a Time and Material basis with prior approval of the CLIENT.

7.4 Exclusion

This fee does not include attendance at any meetings or public hearings other than those specifically listed in the Scope of Services. These service items are considered extra and are billed separately on an hourly basis.

7.5 Payment

The CLIENT AGREES to pay COMPANY on the following basis:

Time and material basis with a **Not to Exceed fee of \$53,904.00**. The breakdown below provides a rough idea of the level of effort we anticipate for each task. It is provided for general information and budgetary purposes.

Position	SEE	PE2	PE1	SE1	Sen. T.	S.P.	SE2	Adm.	SP	PLSI	SZ	
Rate	\$ 235	\$ 160	\$ 125	\$ 115	\$ 120	\$ 190	\$ 128	\$ 88	\$ 206	\$ 128	\$ 110	
Task												
Topographic Survey												
Inspect Culvert and provide abbt. BOD.	2	2	3	12	2			2	2	20	15	\$ 77.00
EcoCAT								2				\$ 27.00
Hydraulic Model, Comp. Storage, ENR/DWR and DuPage Co. for Permit.					24		88	2				
Wetlands Determination, Report, 3D request												
Detour Coordination with DuPage County and (possibly) Hanover Park		2		4	4			2				\$ 3,800
Utility Coordination				3				2				
Guardrail Warrant		4										
Plans: Cover Sheet				1	2							
Plans: General Notes, BOM & Detour plan	2	2		8	12							
Plan/Profile with Erosion Control in the Plan		2		8	16							
Culvert Extension Details (plan, elevation, Wingwalls)	1	4		12	16							
Details of Reinforcement (details, bar bends, Bill of Materials)	1	4		12	16							
Specification for Bid Package to MFT requirements.	2	4		16				2				
Respond to Bidders Questions, Assist Village Review of Bids	4	8						2				
Project Administration + One (1) meeting	8							2				
Total hours	20	32	8	51	68	24	88	14	2	20	15	\$ 131.00
Total Cost	\$4,700	\$5,120	\$1,000	\$9,315	\$ 8,160	\$ 4,560	\$ 11,284	\$ 1,232	\$ 412	\$ 2,560	\$ 1,850	

Total = \$ 59,904

Municipality Village of Bartlett	L O C A L A G E N C Y	Preliminary Engineering Services Agreement For Motor Fuel Tax Funds	C O N S U L T A N T	Name HR Green, Inc Att'n: Akram Chaudhry, PE
Township				Address 420 N. Front Street (Suite 100)
County DuPage				City McHenry
Section NA				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 SECTION. 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.

Section Description

Name Stearns Road over County Creek (Culvert Extension to accommodate shared use path)

Route Stearns Road Length .05 Mi. _____ FT (Structure No. NA)

Termini 130 feet east and west of County Creek.

Description: Removal of existing pedestrian truss (between Stearn's Road and North ROW line) and extension of existing Culvert to carry shared use path. Scope of work more particularly described in Attachment A made a part hereof.

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 improvements 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, Department of Natural Resources-Office 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.
 - 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 easement and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

Note: ~~Four copies to be submitted to the Regional Engineer~~

- i. Assist the LA in the tabulation and interpretation of the contractors' proposals
 - j. Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets.
 - k. Prepare the Project Development Report when required by the DEPARTMENT.
- (2) That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to the AGREEMENT, will be in accordance with current standard specifications and policies of the DEPARTMENT. It is being understood that all such reports, plats, plans and drafts shall, before being finally accepted, be subject to approval by the LA and the DEPARTMENT.
- (3) ~~To attend conferences at any reasonable time when requested to do so by representatives of the LA or the Department.~~
- (4) In the event plans or surveys are found to be in error during construction of the SECTION and revisions of the plans or survey 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) That 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) That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

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: Not to exceed \$53,904.00.
- a. A sum of money equal to _____ the amount indicated in Attachment A to this agreement.
 - b. A sum of money equal to the percent 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 Under \$50,000	Percentage Fees	(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 & 1k of the ENGINEER AGREES at actual cost of performing such work plus _____ percent to cover profit, overhead and readiness to serve - "actual cost" being defined as material cost plus payrolls, 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 the paragraph 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k. If the ENGINEER sublets all or 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.

3. That payments due the ENGINEER for services rendered in accordance with 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 due under this AGREEMENT based on 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 due under the AGREEMENT based on the awarded contract cost, less any amounts paid under "a" above.

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 improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a, through 1h and prior to the completion of such services, the LA shall reimburse the ENGINEER for his actual costs plus 180 percent incurred up to the time he is notified in writing of such abandonment - "actual cost" being defined as in paragraph 2 of THE LA AGREES.
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 180 percent to cover profit, overhead and readiness to serve - "actual cost" being defined as in paragraph 2 of THE LA AGREES. 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 and specifications.

It is Mutually Agreed,

1. That any difference between the ENGINEER and the LA concerning their 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 surveys, permits, agreements, preliminary bridge design & hydraulic report, 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 this 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 the AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

Executed by the LA:

The Village of Bartlett of the
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

By _____

By _____

Clerk

Title _____

(Seal)

Executed by the ENGINEER:

HR GREEN, INC.

ATTEST:





By Robert G. Davies, SE PE

By Akram Chaudhry, PE

Title Project Manager

Title Vice President



Agenda Item Executive Summary

Item Name	2016 Sanitary Sewer Lining	Committee or Board	Board
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BUDGET IMPACT

<i>Amount:</i>	\$312,789.35 (Not to Exceed \$400,000)	<i>Budgeted</i>	\$435,000
----------------	--	-----------------	-----------

List what fund Sewer Capital Improvements Program – Sanitary Sewer System Evaluation

EXECUTIVE SUMMARY

The Sewer Capital Improvement Program includes funds for the Sanitary Sewer System Evaluation Program that allows us to determine where our sanitary sewers are in need of repair. We then determine whether we can line the existing sewer or if it needs to be replaced. We found the old parts of town north of the railroad tracks and east of Oak St. can be lined.

Through the DuPage Municipal Partnering Initiative, Lombard, Bartlett, Bensenville, and DuPage County jointly bid the 2016 Sewer Lining Project.

The Village has solicited bids for sewer lining in the area north of the railroad tracks and east of Oak St. Four bids were received with the low bid being submitted by Insituform Technologies USA, LLC. The attached memo shows the bid tabulation and low bidder.

Based on the bid results, we are recommending entering into an agreement with Insituform Technologies USA, LLC. We have not worked with Insituform Technologies USA, LLC. in the past but we have contacted references provided and each has been satisfied with their performance.

ATTACHMENTS (PLEASE LIST)

Memo, Agreement, and Resolution

ACTION REQUESTED

For Discussion Only _____

Resolution ___X___

Ordinance _____

Motion: : I move the Village Board approve Resolution 2016- _____, a Resolution Approving of the 2016 Sanitary Sewer Lining Agreement Between the Village of Bartlett and Insituform Technologies USA, LLC.

Staff: Daniel Dinges, Public Works Director Date: April 11, 2016

MEMO

Date: April 11, 2016

To: Valerie L. Salmons, Village Administrator

From: Dan Dinges, Public Works Director

Re: *2016 Sanitary Sewer Lining Project*

On April 6, 2016, the municipalities of Bartlett, Bensenville, Lombard and DuPage County opened bids for a joint Sewer Lining project through the DuPage Mayors & Managers Conference adhoc group - the DuPage Municipal Partnering Initiative. The contractor selected to line more than 25,000 linear feet of sanitary sewer in the four communities was Insituform Technologies USA, LLC. of Chesterfield, MO. The bid tab and the contract documents have been attached for your review.

The Bartlett work includes the lining of more than 10,000 linear feet of 8-inch, 10-inch, and 15-inch sanitary sewers that have been in use for more than 50 years. The total for the *2016 Lining Project is \$312,789.35.*

The 2016-2020 Capital Budget includes a total of \$435,000.00 for sanitary sewer repairs, as part of the Sanitary Sewer System Evaluation Project. We have not previously worked with Insituform Technologies before, but all references indicated that they were both professional and responsible. Therefore, I recommend that the 2016 Sanitary Sewer Lining Project be awarded to *Insituform Technologies USA, LLC.* in the amount not to exceed *\$400,000.00.* With the favorable pricing we would like to finish the remaining sewers in the area.

RESOLUTION 2016 - _____

**A RESOLUTION APPROVING THE 2016 SANITARY SEWER LINING AGREEMENT
BETWEEN THE VILLAGE OF BARTLETT
AND INSITUFORM TECHNOLOGIES USA, LLC.**

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 bid for the Village's sanitary sewer lining work (the "Project Work") in the amount not to exceed \$400,000.00, as set forth on the bid proposal form attached hereto as Exhibit A and incorporated herein, is hereby awarded to Insituform Technologies USA, LLC. as the lowest responsible and responsive bidder meeting specifications, subject to the terms and conditions of the below defined Agreement.

SECTION TWO: The Sanitary Sewer Lining Agreement dated April 19, 2016, between Insituform Technologies USA, LLC. and the Village of Bartlett, a copy of which is appended hereto as Exhibit B and expressly incorporated herein by this reference (the "Agreement") is hereby approved.

SECTION THREE: that the Village President and the Village Clerk are hereby authorized and directed to sign and attest, respectively, the Agreement on behalf of the Village of Bartlett.

SECTION FOUR: 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 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 passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: April 19, 2016

APPROVED: April 19, 2016

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 2016 - _____ enacted on April 19, 2016 and approved on April 19, 2016 as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk



Insituform

Technologies USA, LLC

17986 Edison Avenue • Chesterfield Missouri 63005

RECEIVED
APR -6 2016
8:40 am

LOMBARD PUBLIC WORKS DEPARTMENT
VILLAGE OF LOMBARD
1051 S. HAMMERSCHMIDT AVENUE
LOMBARD IL 60148

Exhibit A

Exhibit A

SEALED BID: REB NO: 2016-103
RFB ON: SANITARY AND STORM SEWER LINNIG FOR THE GOVERNMENT AGENCIES OF:
VILLAGE OF BARTLETT, VILLAGE OF BENSENVILE, DUPAGE COUNTY AND VILLAGE OF LOMBARD

ADDENDA: #1 DATED 4/4/16

BID DATE: APRIL 6, 2016 @ 9:00 A.M.

INVITATION FOR BIDS

RFB # 2016 - 103

BID DOCUMENTS AND SPECIFICATIONS

SEWER LINING

FOR THE GOVERNMENTAL AGENCIES OF:

BARTLETT, BENSENVILLE, DUPAGE COUNTY & LOMBARD

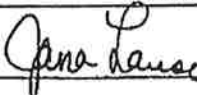


**VILLAGE OF LOMBARD PUBLIC WORKS DEPARTMENT
1051 S. HAMMERSCHMIDT AVENUE
LOMBARD, IL 60148
(630) 620-5740**

**VILLAGE OF LOMBARD
BIDDER'S ACKNOWLEDGMENT OF RECEIPT**

**ADDENDUM NO. 1
RFB # 2016-103
2016 MPI SEWER LINING**

BIDDER hereby acknowledges receipt of Addendum No. 1

Company Name..... : Insituform Technologies USA, LLC
By : 
Print Name : Jana Lause
Position/Title : Contracting & Attesting Officer
Date : April 1, 2016

Note: This Addendum shall be included with and is considered part of the bid documents. Failure to return this form may result in disqualification of the BIDDER.

Return a copy of this page to the VILLAGE upon receipt. Either via FAX to 630-620-5982, certified mail, or courier. Include this original in your bid.



Bid Bond

CONTRACTOR:

(Name, legal status and address)

INSITUFORM TECHNOLOGIES USA, LLC
17988 Edison Avenue
Chesterfield, MO 63005

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty And Surety Company Of America
One Tower Square
Hartford, CT 06183

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

OWNER:

(Name, legal status and address)

Village Of Lombard
1051 S Hammerschmidt Avenue
Lombard, IL 60148

Mail Notices To:

Travelers
Attn: Surety Claim Dept.
One Tower Square 2S1A
Hartford, CT 06183

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

BOND AMOUNT: Five Percent of the Amount Bid ----- dollars (\$ 5% of Amount Bid)

PROJECT: RFB No. 2016-103, RFB On: Sanitary and Storm Sewer Lining for the Government Agencies of: Village of Bartlett, Village of Bensenville, DuPage County and Village of Lombard

(Name, location or address, and Project number, if any)

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.


If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 6th day of April, 2016.




(Witness) Debra Jasper
Contracting & Attesting Officer

INSITUFORM TECHNOLOGIES USA, LLC
(Principal) 

(Title) Tara Lense
Contracting & Attesting Officer



(Witness) Debra A. Woodard, Witness

Travelers Casualty And Surety Company Of America
(Surety) 

(Title) Jessica Avery, Attorney-In-Fact

State of Missouri
County of St. Louis

On 4/06/2016, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Jessica Avery known to me to be Attorney-in-Fact of

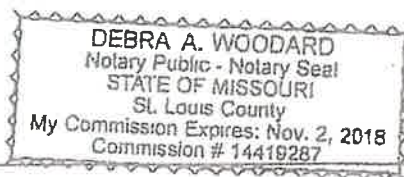
TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.



Debra A. Woodard, Notary Public



My Commission Expires: _____

POWER OF ATTORNEY



Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 230491

Certificate No. 006648410

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint:

Andrew P. Thome, Dana A. Dragoy, Peter J. Mohs, Debra A. Woodard, Barbara Buchhold, Michael D. Wiedemeier, Amanda L. Williams, and Jessica Avery

of the City of Chesterfield, State of Missouri, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 25th day of February, 2016

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 25th day of February, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give each appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate of their certificate of authority or by one or more Company officers pursuant to a written delegation of authority, and it is

FURTHER RESOLVED, that the signature of each of the following officers, President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or undertaking to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 6 day of April, 2016


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1 800 421 7880 or contact us at www.travelersbond.com. Please refer to the Attorney In Fact number, the above-named individuals and the details of the bond to which the power is attached.



Schedule of Prices

Company Name: Insituform Technologies USA, LLC

PROJECT

Address: 17988 Edison Avenue

2016 MPI Sewer Lining
RFB #2016-103

City, State, Zip Code: Chesterfield, MO 63005

ITEM NO	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
1.	CURED IN PLACE PIPE-8"	LF	BARTLETT: 6,122 BENSENVILLE: 6,478 DUPAGE COUNTY: 7,053 LOMBARD: 620 TOTAL: <u>20,273</u>	<u>21.60</u> \$	\$ <u>437,896.80</u>
2	CURED IN PLACE PIPE-10"	LF	BARTLETT: 1,607 BENSENVILLE: 0 DUPAGE COUNTY: 78 LOMBARD: 0 TOTAL: <u>1,685</u>	<u>28.20</u> \$	\$ <u>47,517.00</u>
3	CURED IN PLACE PIPE-12"	LF	BARTLETT: 0 BENSENVILLE: 0 DUPAGE COUNTY: 440 LOMBARD: 450 TOTAL: <u>890</u>	<u>29.00</u> \$	\$ <u>25,810.00</u>
4	CURED IN PLACE PIPE-15"	LF	BARTLETT: 2,664 BENSENVILLE: 0 DUPAGE COUNTY: 363 LOMBARD: 600 TOTAL: <u>3,627</u>	<u>38.25</u> \$	\$ <u>138,732.75</u>
5.	CURED IN PLACE PIPE-24"	LF	BARTLETT: 0 BENSENVILLE: 0 DUPAGE COUNTY: 218 LOMBARD: 0 TOTAL: <u>218</u>	<u>182.00</u> \$	\$ <u>39,676.00</u>
6.	PROTRUDING TAP REMOVAL	EA	BARTLETT: 21 BENSENVILLE: 5 DUPAGE COUNTY: 0 LOMBARD: 4 TOTAL: <u>30</u>	<u>360.00</u> \$	\$ <u>10,800.00</u>

ITEM NO	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
7	RE-INSTATEMENT OF SERVICE LATERALS	EA	BARTLETT: 210 BENSENVILLE: 161 DUPAGE COUNTY: 138 LOMBARD: 40 TOTAL: <u>549</u>	<u>75.00</u>	<u>41,175.00</u>
	TOTAL				<u>741,607.55</u>

*The estimated quantities listed in the bid table for each community are for reference only. The Contractor is hereby made aware that the bid prices shall apply to work in all municipalities participating in this bid even if no estimated quantity is listed for that municipality.

II. SUPPLEMENTAL UNIT PRICES

ITEM NO	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
1.	End Seal Gaskets (8" - 24")	EA	BARTLETT: 113 BENSENVILLE: 0 DUPAGE COUNTY: 60 LOMBARD: 0 TOTAL: <u>173</u>	<u>88.75</u>	<u>15,353.75</u>
2.	DuPage County Contingency 10%	LS	BARTLETT: 0 BENSENVILLE: 0 DUPAGE COUNTY: 1 LOMBARD: 0 TOTAL: <u>1</u>	<u>23,654.00</u>	<u>23,654.00</u>

Any and all exceptions to these specifications MUST be clearly and completely indicated on the bid sheet. Attach additional pages if necessary. **NOTE TO BIDDERS:** Please be advised that any exceptions to these specifications may cause your bid to be disqualified. Submit bids by SEALED BID ONLY. Fax and e-mail bids are not acceptable and will not be considered.

THE SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown any or all of the items above, subject to all instructions, conditions, specifications and attachments herein. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or to accept any request for additional compensation. By signing this bid document, the bidder hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.

Authorized Signature: Jana Lause Company Name: Insituform Technologies USA, LLC
 Typed/Printed Name: Jana Lause Date: April 6, 2016
 Title: Contracting & Attesting Officer Telephone Number: 636-530-8000
 E-mail: jlause@insituform.com

APPENDIX B

DOCUMENTS TO RETURN WITH BID SUBMISSION (PAGES 41-46)

CONTRACTOR REFERENCES

Please list below five (5) references for which your firm has performed similar work for municipalities as identified in Bidder Qualifications.

Municipality: See Attached
Address: _____
City, State, Zip Code: _____
Contact Person/
Telephone Number: _____
Dates of Service/Award
Amount: _____

Municipality: _____
Address: _____
City, State, Zip Code: _____
Contact Person/Telephone
Number: _____
Dates of Service/Award
Amount: _____

Agency: _____
Address: _____
City, State, Zip Code: _____
Contact Person/
Telephone Number: _____
Dates of Service/Award
Amount: _____

Agency: _____
Address: _____
City, State, Zip Code: _____
Contact Person/
Telephone Number: _____
Dates of Service/Award
Amount: _____

Agency: _____
Address: _____
City, State, Zip Code: _____
Contact Person/
Telephone Number: _____
Dates of Service/Award
Amount: _____

Project References

Product/Manufacturer/Installer

Customer Name	8"	10"	12"	15"	18"	21"	24"	Amt.	Completed
County of Dupage 421 N. County Farm Road Wheaton, IL 60187 Peter Costa (630) 682-7000	26,126	87		3,366		2,567	1,050	\$ 1,563,284.95	03/07/13
City of Crest Hill C/O Robinson Engineering 10045 W. Lincoln Highway Frankfort, IL 60423-1272 Joseph M. Sullivan (815) 806-0300	78,147	18,050	7,153	3,639	8,943		1,837	\$ 2,054,646.87	01/23/13
Village of Glenview 1225 Waukegan Road Glenview, IL 60025-3071 Scott Huebner (847) 724-1700	13,669	1,387	2,627	645	942	446		\$ 662,005.69	01/07/13
Village of Romeoville Frankfort, IL 60423-1272 Joseph Sullivan (815) 806-0300	28,595	1,000	9,944	1,343	318	1,196		\$ 1,195,198.00	06/24/13
City of Elmhurst 209 North York Street Elmhurst, IL 60126-2759 Erin D. Van De Walle(630) 530-3000	1,656	3,046	18,409	1,497	1,769			\$ 928,446.00	04/09/13
Village of Wilmette 1200 Wilmette Ave. Wilmette, IL 60091-0040 Scott Hills (847) 853-7660	7,003	3,930	2,773	987	603		1,308	\$ 636,296.13	10/04/13
Village of Glen Ellyn 30 South Lambert Road Glen Ellyn, IL 60137 Jeffrey D. Perrigo (630) 469-6756	23,308	1,788	551		814			\$ 708,024.00	05/14/15
Village of Park Forest C/O Baxter & Woodman 8840 West 192nd Street Mokena, IL 60448 Raymond N. Koenig (708) 478-2090	6,483	300	570				118	1,236 \$ 455,893.00	08/21/13
City of Wood Dale 404 North Wood Dale Rd. Wood Dale, IL 60191-1596 Jeff Mermuys (630) 746-4900	3,967	1,930	325	801	1,231			\$ 298,311.00	06/02/14
Village of Cary 655 Village Hall Dr. Cary, IL 60013 Chris Papierniak (847) 639-0003	9x	1,889						\$ 386,293.00	04/08/14
Village of Franklin Park 9500 W. Belmont Avenue Franklin Park, IL 60131 David Talbott (847) 671-8304	6,164	3,733	2,264	223	608			\$ 684,265.00	05/16/14
Rock River Water Reclamation Dist. 3333 Kishwaukee Street Rockford, IL 61126-7480 Mike Rieger (815) 387-7400			999	1,967	2,950	1,303		\$ 504,154.00	07/26/14
Aqua Illinois, Inc. 1000 S. Schuyler Ave. Kankakee, IL 60901 Patrick Wren (815) 935-0099	28,410	1,168	704	728				\$ 1,021,586.75	11/14/14
Village of Wilmette 1200 Wilmette Ave. Wilmette, IL 60091-0040 Scott Hills (847) 853-7628	14,131	8,157	1,578					\$ 640,503.00	02/04/15

Project References

Product/Manufacturer/Installer

Customer Name	8"	10"	12"	15"	18"	21"	24"	Amt.	Completed
Village of Glenview 1370 Shermer Road Glenview, IL 60026 Adriana Webb (847) 724-1700	7,267	3,859	3,402	906	846	112		\$ 566,777.00	03/19/15
Village of Tinley Park C/O Robinson Engineering 10045 W. Lincoln Highway Frankfort, IL 60423-1272 Brandon W. Tonarelli (815) 606-0300	5,938	2,271						\$ 256,619.00	04/10/15
City of Elmhurst 209 North York Street Elmhurst, IL 60126-2758 Erin K. Van De Walle (630) 530-3015		418	8,375	2,477	1,516			\$ 502,293.00	03/18/15
Totals	250,884	53,013	59,664	18,579	20,540	5,742	5,431		413,870

DISQUALIFICATION OF CERTAIN BIDDERS

PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or subcontract, for a stated period of time, from the date of conviction or entry of a plea or admission of guilt, if the person or business entity,

1. has been convicted of an act committed, within the State of Illinois or any state within the United States, of bribery or attempting to bribe an officer or employee in the State of Illinois, or any State in the United States in that officer's or employee's official capacity;
2. has been convicted of an act committed, within the State of Illinois or any state within the United States, of bid rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act 15 U.S.C.;
3. has been convicted of bid rigging or attempting to rig bids under the laws of the State of Illinois, or any state in the United States;
4. has been convicted of bid rotating or attempting to rotate bids under the laws of the State of Illinois, or any state in the United States;
5. has been convicted of an act committed, within the State of Illinois or any state in the United States, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and Clayton Act 15 U.S.C. Sec. 1 et seq.;
6. has been convicted of price-fixing or attempting to fix prices under the laws of the State of Illinois, or any state in the United States;
7. has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois or in any state in the United States;
8. has made an admission of guilt of such conduct as set forth in subsection (A) through (F) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to;
9. has entered a plea of nolo contendere to charges of bribery, price fixing, bid rigging, bid rotating, or fraud; as set forth in subparagraphs (A) through (F) above.

Business entity, as used herein, means a corporation, partnership, limited liability company trust, association, unincorporated business or individually owned business.

(Please sign bid form indicating compliance)

ANTI-COLLUSION AFFIDAVIT AND CONTRACTOR'S CERTIFICATION

Jana Lause, being first duly sworn,

deposes and says that he is Contracting & Attesting Officer
(Partner, Officer, Owner, Etc.)

of Insituform Technologies USA, LLC
(Contractor)

The party making the foregoing proposal or bid, that such bid is genuine and not collusive, or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person; to fix the bid price element of said bid, or of that of any other bidder, or to secure any advantage against any other bidder or any person interested in the proposed contract. The undersigned certifies that he is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating.

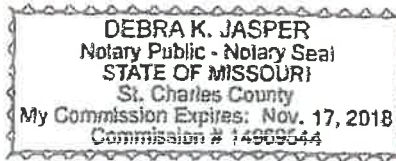
Jana Lause

~~(Name of Bidder if the Bidder is an Individual)~~
~~(Name of Partner if the Bidder is a Partnership)~~
(Name of Officer if the Bidder is a Corporation)

Jana Lause, Contracting & Attesting Officer

The above statements must be subscribed a sworn to before a notary public.
Subscribed and Sworn to this 6 day of April, 2016

Debra K Jasper
Notary Public



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

CONFLICT OF INTEREST

Insituform Technologies USA, LLC, hereby certifies that

it has conducted an investigation into whether an actual or potential conflict of interest exists between the bidder, its owners and employees and any official or employee of a Municipality identified herein.

Bidder further certifies that it has disclosed any such actual or potential conflict of interest and acknowledges if bidder has not disclosed any actual or potential conflict of interest, the Village of Lombard may disqualify the bid or the affected the Municipality may void any award and acceptance that the Municipality has made.

Jana Lause

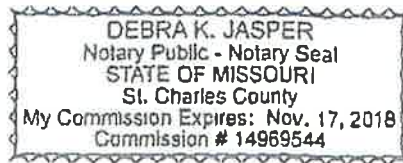
~~(Name of Bidder if the Bidder is an Individual)~~
~~(Name of Partner if the Bidder is a Partnership)~~
(Name of Officer if the Bidder is a Corporation)

Jana Lause, Contracting & Attesting Officer

The above statements must be subscribed a sworn to before a notary public.
Subscribed and Sworn to this 6 day of April, 2016

Debra K. Jasper
Notary Public

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



APPENDIX C

DUPAGE COUNTY REQUIREMENTS

**VENDOR ETHICS DISCLOSURE STATEMENT
W-9 REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION**

TAX COMPLIANCE AFFIDAVIT

Jana Lause, being first duly sworn,

deposes and says that he is Contracting & Attesting Officer
(Partner, Officer, Owner, Etc.)
of Insituform Technologies USA, LLC
(Contractor)

The individual or entity making the foregoing proposal or bid certifies that he is not barred from contracting with the any of the Municipalities identified herein because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act. The individual or entity making the proposal or bid understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the contract and allows the municipality to recover all amounts paid to the individual or entity under the contract in civil action

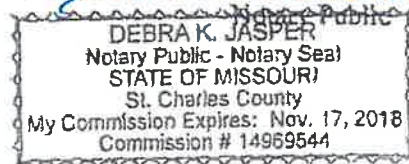
Jana Lause

~~(Name of Bidder if the Bidder is an Individual)~~
~~(Name of Partner if the Bidder is a Partnership)~~
(Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed and sworn to before a notary public: Jana Lause, Contracting & Attesting Officer

Subscribed and Sworn to this 6 day of April, 2016

Debra K Jasper



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

SUB-CONTRACTOR INFORMATION

(ATTACH ADDITIONAL PAGES AS NEEDED)

Name: NATIONAL POWER RODDING # Years in Business: 10+
Address: 2500 W. ARTHINGTON CHICAGO IL # Years used by Contractor: 10+
Services provided by Sub-Contractor: 60612 TV CLEAN MEASURE PIPE

Name: _____ # Years in Business: _____
Address: _____ # Years used by Contractor: _____
Services provided by Sub-Contractor: _____

Name: _____ # Years in Business: _____
Address: _____ # Years used by Contractor: _____
Services provided by Sub-Contractor: _____



Required Vendor Ethics Disclosure Statement

Company Name:	Insituform Technologies USA, LLC		
Company Contact:	Jana Lause	Contact Phone:	636-530-8000
Bid/Contract/ PO:	RFB #2016-103, Sewer Lining		

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

- Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess \$25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

I have made the following campaign contributions within the current and previous calendar year:

If no contributions have been made enter "NONE" below:

Recipient	Donor	Description (e.g., cash, type of item, in-kind service, etc.)	Amount/Value	Date Made
None				

Attach additional sheets if necessary. Sign each added sheet and number each page ___ (#) of ___ (total pages).

- All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid and shall update such disclosure with any changes that may occur.

Lobbyists, Agents And Representatives And All Individuals Who Are Or Will Be Having Contact With County Officers Or Employees In Relation To The Contract Or Bid	Telephone	Email
None		

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments.

The full text of the county's ethics and procurement policies and ordinances are available at <http://www.dupageco.org/CountyBoard/Policies/>

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature

Printed Name

Jana Lause

Title

Contracting & Attesting Officer

Date

April 6, 2016

Page 1 of

1

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Insituform Technologies USA, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
 C Corporation
 S Corporation
 Partnership
 Trust/estate
 Other (see instructions) ▶ _____
Note: For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
17988 Edison Avenue

6 City, state, and ZIP code
Chesterfield, MO 63005

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Notes: If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-			-		

or

Employer identification number									
4	3	-	1	3	1	9	5	9	7

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person *Jana Lause*
Contracting & Attesting Officer Date ▶ *4-6-16*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

INSITUFORM TECHNOLOGIES USA, LLC
Assistant Secretary's Certificate

The undersigned, being the Assistant Secretary of Insituform Technologies USA, LLC, a Delaware limited liability company (the "Company"), hereby certifies that:

1. The following individuals have been appointed by the Board of Managers to serve in the office of the Company set opposite their respective names:

<u>Name</u>	<u>Office</u>
H. Douglas Thomas	Vice President
Debra Jasper	Assistant Secretary
Jana Lause	Assistant Secretary
Whitney Schulte	Assistant Secretary

2. The following is a true and correct excerpt from the Limited Liability Company Agreement of the Company:

Appointment by the President. The president of the Company may from time to time appoint officers of the Company's operating divisions, and such contracting and attesting officers of the Company as the President may deem proper, who shall have such authority, subject to the control of the Board of Managers, as the President may from time to time prescribe.

3. The President of the Company has, pursuant to the above authority, duly appointed Debra Jasper, Jana Lause, Ursula Youngblood, Diane Partridge, Laura M. Andreski and Whitney Schulte as Contracting and Attesting Officers of the Company. Each of the foregoing have been fully authorized and empowered by the President of the Company (i) to certify and to attest the signature of any officer of the Company, (ii) to enter into and to bind the Company to perform pipeline rehabilitation activities of the Company and all matters related thereto, including the maintenance of one or more offices and facilities of the Company, (iii) to execute and to deliver documents on behalf of the Company, and (iv) to take such other action as is or may be necessary and appropriate to carry out the project, activities and work of the Company.

IN WITNESS WHEREOF, I have hereunto affixed my name as Assistant Secretary this 23rd day of October, 2015.

INSITUFORM TECHNOLOGIES USA, LLC

By 

Daniel P. Schoenekase
Assistant Secretary



OFFICE OF THE SECRETARY OF STATE

JESSE WHITE • Secretary of State

JANUARY 20, 2012

0381859-4

ILLINOIS CORPORATION SERVICE C
801 ADLAI STEVENSON DRIVE
SPRINGFIELD, IL 62703-4261

RE INSITUFORM TECHNOLOGIES USA, LLC

DEAR SIR OR MADAM:

IT HAS BEEN OUR PLEASURE TO APPROVE YOUR REQUEST TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS. ENCLOSED PLEASE FIND THE APPROVED APPLICATION FOR ADMISSION.

PLEASE NOTE! THE LIMITED LIABILITY COMPANY MUST FILE AN ANNUAL REPORT PRIOR TO THE FIRST DAY OF THIS MONTH OF QUALIFICATION NEXT YEAR. FAILURE TO TIMELY FILE WILL RESULT IN A \$300 PENALTY AND/OR REVOCATION. A PRE-PRINTED ANNUAL REPORT WILL BE MAILED TO THE REGISTERED AGENT AT THE ADDRESS ON OUR RECORDS APPROXIMATELY 45 DAYS BEFORE THE DUE DATE.

MANY OF OUR SERVICES ARE AVAILABLE AT OUR CONTINUOUSLY UPDATED WEBSITE. VISIT WWW.CYBERDRIVEILLINOIS.COM TO VIEW THE STATUS OF THIS COMPANY, PURCHASE A CERTIFICATE OF GOOD STANDING, OR EVEN FILE THE ANNUAL REPORT REFERRED TO IN THE EARLIER PARAGRAPH.

SINCERELY YOURS,

A handwritten signature in cursive script that reads "Jesse White".

JESSE WHITE
SECRETARY OF STATE
DEPARTMENT OF BUSINESS SERVICES
LIMITED LIABILITY DIVISION
(217) 524-8008

Form **LLC-45.5**
June 2010

Secretary of State
Department of Business Services
Limited Liability Division
501 S. Second St., Rm. 351
Springfield, IL 62756
217-524-8008
www.cyberdriveillinois.com

Payment must be made by certified check, cashier's check, Illinois attorney's check, C.P.A.'s check or money order payable to Secretary of State.

Illinois Limited Liability Company Act
Application for Admission to Transact Business

SUBMIT IN DUPLICATE

Type or Print Clearly.

This space for use by Secretary of State.

Filing Fee: \$500

Penalty: \$ —

Approved: *jd*

FILE #: 03818594

This space for use by Secretary of State.

FILED

JAN 20 2012

JESSE WHITE
SECRETARY OF STATE

1. Limited Liability Company Name: INSITUFORM TECHNOLOGIES USA, LLC
2. Assumed Name: _____
(This item is only applicable if the company name in item 1 is not available for use in Illinois, in which case form LLC 1.20 must be completed and submitted with this application.)
3. Jurisdiction of Organization: Delaware
4. Date of Organization: 12/22/1983
5. Period of Duration: Perpetual
(Enter Perpetual unless there is a Date of Dissolution provided in the agreement, in which case enter that date.)
6. Address of the Office required to be maintained in the jurisdiction of its organization or, if not required, of the Principal Place of Business: (P.O. Box alone or c/o is unacceptable.)
17988 Edison Ave. _____ Street _____ Suite # _____
Chesterfield, MO 63005 _____ City, State _____ Zip Code _____
7. Registered Agent: Illinois Corporation Service Company
First Name Middle Name Last Name
Registered Office: 801 Adlai Stevenson Drive
(P.O. Box alone or c/o is unacceptable.) Number Street Suite #
Springfield _____ Sangamon County Illinois _____ 62703
City Zip Code
8. If applicable, Date on which Company first conducted business in Illinois: Upon Filing

(continued on back)

03818594
01/20/12

LLC-45.5

9. Purpose(s) for which the Company is Organized and Proposes to Conduct Business in Illinois: _____

Any act or activity for which limited liability companies may be organized, under the Limited Liability Company Act of Delaware and permitted under the Illinois Limited Liability Act.

10. The Limited Liability Company: (check one)

a. Is managed by the manager(s) (List names and addresses.)

Joe Burgess 17988 Edison Ave., Chesterfield, MO 63005

David F. Morris 17988 Edison Ave., Chesterfield, MO 63005

David Martin 17988 Edison Ave., Chesterfield, MO 63005

b. Has management vested in the members(s) (List names and addresses.)

11. The Illinois Secretary of State is hereby appointed the agent of the Limited Liability Company for service of process under circumstances set forth in subsection (b) of Section 1-50 of the Illinois Limited Liability Company Act.

12. This application is accompanied by a Certificate of Good Standing or Existence, duly authenticated within the last 60 days, by the officer of the state or county wherein the LLC is formed.

13. The undersigned affirms, under penalties of perjury, having authority to sign hereto, that this application for admission to transact business is to the best of my knowledge and belief, true, correct and complete.

Dated: January 9, 2012
Month, Day, Year

David F. Morris
Signature

David F. Morris, Manager
Name and Title (type or print)

If applicant is signing for a Company or other Entity, state Name of Company and indicate whether it is a member or manager of the LLC.

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF CONVERSION OF A DELAWARE CORPORATION UNDER THE NAME OF "INSITUFORM TECHNOLOGIES USA, INC." TO A DELAWARE LIMITED LIABILITY COMPANY, CHANGING ITS NAME FROM "INSITUFORM TECHNOLOGIES USA, INC." TO "INSITUFORM TECHNOLOGIES USA, LLC", FILED IN THIS OFFICE ON THE THIRTIETH DAY OF DECEMBER, A.D. 2011, AT 11:35 O'CLOCK A.M.

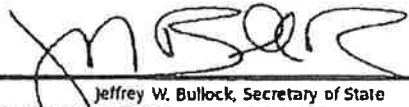
AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF CONVERSION IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2011, AT 11:58 O'CLOCK P.M.



2024080 8100V

111355550

You may verify this certificate online
at corp.delaware.gov/authver.shtml


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 9264916

DATE: 12-30-11

Delaware

PAGE 2

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF CERTIFICATE OF FORMATION OF "INSITUFORM TECHNOLOGIES USA, LLC" FILED IN THIS OFFICE ON THE THIRTIETH DAY OF DECEMBER, A.D. 2011, AT 11:35 O'CLOCK A.M.


AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF FORMATION IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2011, AT 11:58 O'CLOCK P.M.



2024080 8100V

111355550

You may verify this certificate online
at corp.delaware.gov/authver.shtml


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 9264916

DATE: 12-30-11

SANITARY SEWER LINING AGREEMENT

This Sanitary Sewer Lining Agreement (the "Agreement") is entered this April 19, 2016 between the Village of Bartlett, an Illinois home rule municipality (the "Village") and Insituform Technologies USA, LLC. ("Contractor") (collectively, the "Parties").

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

1. Project Work Contractor shall perform sewer lining and related services as specified in Contractor's Base Bid Proposal for the 2016 Sanitary Sewer Lining Project dated April 6, 2016, a copy of which is attached hereto as Exhibit A and is incorporated herein (the "Bid Proposal") and the Village's Specifications, a copy of which is attached hereto as Exhibit B and is incorporated herein (the "Specifications"), at the locations set forth on Exhibit C including the base bid work depicted in red and the additional sewers to be lined as depicted in blue attached hereto and incorporated herein (the "Project Sites"), and the base bid unit costs and quantities including additional quantities set forth on the Bid Tab attached hereto as Exhibit D ("Bid Tab") and incorporated herein at a cost not to exceed \$400,000 in strict compliance with applicable federal, state and local rules, regulations, codes, statutes and laws, and the terms and conditions herein, (the "2016 Project Work").

2. Terms of Agreement. The 2016 Project Work is for a single year contract beginning on May 1, 2016 (following notice to proceed from the Village) and ending on April 30, 2017 with the option to add two additional 1 year periods. The Village reserves the right to cancel and terminate this Agreement with or without cause at any time by giving not less than thirty (30) days prior written notice to the Contractor. In the event of such cancellation, the Contractor shall be entitled to receive payment for services and work performed under the terms of the Agreement prior to the effective date of such cancellation provided Contractor is not in default and/or breach hereunder. Contractor shall not be entitled to receive damages on account of such cancellation or any further payment whatsoever.

3. Payment Procedure.

The Project Work will be paid for based on the Contract Unit Prices set forth in the Bid Proposal for the maintenance at each Project Site which price shall be payment for all labor, equipment, materials, transportation, handling, insurance, incidentals, profit and overhead necessary to furnish, maintain and remove all debris from the Project Sites as indicated in the Specifications. The Contractor shall submit invoices to the Village for each month's service, which shall include dates and description of contract services provided. Notwithstanding any provision herein to the contrary any and all such payments shall be contingent upon Contractor having performed the Project Work in strict compliance with the Specifications and the terms and conditions of this Agreement.

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

5. Compliance With Law. All equipment, supplies, materials, and all labor furnished by Contractor and subcontractors of every tier shall comply with all applicable federal, state and local laws relative thereto including, but not limited to, all safety related regulations as required by the Federal Occupational Safety and Health Act (OSHA) and all applicable Village of Bartlett Ordinances and Codes. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Village and its officers, officials, employees, agents, successors, and assigns from loss or damage, including, but not limited to, attorney's fees, and other costs of defense by reason of actual or alleged violations of federal, state or local law, related to the Project Work. This obligation shall survive the expiration and/or termination of this Agreement.

6. Indemnity. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Village and its officials, officers, employees, agents, successors and assigns (collectively, the "Indemnified Parties") against all injuries, deaths, damage to property, loss, damages, claims, suits, liens, lien rights, liabilities, judgments, costs and expenses, which may in any way arise directly or indirectly from the Project Work, and/or Repair Work provided hereunder and/or any acts and/or omissions of or on behalf of the Contractor, its employees, contractors, subcontractors of any tier, suppliers, and/or agents; and/or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable (collectively, "Contractor's Agents"); except to the extent caused by the negligence of a party indemnified hereunder. In which case, Contractor shall at its own expense, appear, defend and pay all charges of attorneys and costs and other expenses arising therefrom or incurred in connection therewith, and if any judgment shall be rendered against the Indemnified Parties in any such action, Contractor agrees that any bond or insurance protection required herein, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Indemnified Parties as herein provided. Contractor shall similarly protect, indemnify and hold and save harmless the Indemnified Parties against and for any and all claims, costs, causes, actions and expenses including but not limited to attorney's fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provision of the Agreement. This obligation shall survive the expiration and/or termination of this Agreement.

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

8. Taxes. The Village is a Tax Exempt Organization and is not subject to sales, consumer, use, and other similar taxes required by law. This exemption does

not, however, apply to tools, machinery, equipment or other property leased by the Contractor, or Subcontractors, or to suppliers and materials which, even though they are consumed are not incorporated into the completed Project Work. The Contractor and Subcontractors shall be responsible for and pay any and all applicable taxes, including sales and use taxes, on such leased tools, machinery, equipment or other property and upon such unincorporated supplies and materials. The cost of any such taxes are included in the contract sums set forth in section three above.

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

10. Insurance Requirements. Throughout the duration of the Project Work, and the performance of any Repair Work required herein, Contractor, at its sole cost, shall maintain insurance with the following minimum types and amounts of coverages:

Commercial General Liability: \$1,000,000 each occurrence, if such CGL coverage contains an aggregate limit it shall apply separately to this project/location or shall be in an amount of not less than \$2,000,000.

Worker Compensation: State of Illinois Statutory Coverage

Employer's Liability coverage: \$500,000 each accident for bodily injury by accident and \$500,000 each employee for bodily injury by disease.

Business Auto Liability \$1,000,000 each accident covering liability arising out of "any auto" including owned, hired and non-owned autos.

Contractor will cause the Village and its officials, officers, employees, agents, successors and assigns, to be named as Additional Insured (the "Additional Insured") under the CGL coverage, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under the Business Auto Liability coverage, and under any commercial umbrella coverage.

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

Any endorsement(s) or provision(s) which limits contractual liability shall be deleted in their entirety. Said insurance coverage shall be primary as respects the Additional Insured and shall state that it shall apply separately to each insured against whom claim is made or suit is brought. Any insurance or self-insurance maintained by the Additional Insured shall be in excess of the Contractor's insurance and shall not contribute with it.

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

A. Evidence of Insurance.

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

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

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

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

Failure to maintain the required insurance may result in termination of this Agreement.

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

B. Acceptability of Insurers.

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

C. Cross-Liability Coverage.

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

D. Deductibles and Self-Insured Retentions.

Any deductibles or self-insured retentions must be declared to the Village. At the option of the Village, the Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the Village, its officers, officials, employees, and/or volunteers or required to procure a bond guaranteeing payment of losses and other related costs, including, but not limited to investigations, claim administration and defense expenses.

E. Subcontractors.

Contractor shall cause each subcontractor employed by Contractor to provide services under this Agreement, to purchase and maintain insurance of the types and minimum coverages specified above, which shall be considered primary. When requested by the Village, Contractor shall furnish copies of certificates of insurance and additional insured endorsements evidencing coverages for each subcontractor, and naming the Village and its officials, officers, employees, agents, successors and assigns, as Additional Insured under the CGL coverage, under the Business Auto Liability coverage, and under any commercial umbrella coverage.

11. Default. In the event of default hereunder, the non-defaulting party shall be entitled to all remedies available at law and/or equity, including reasonable attorney's fees, subject to the provisions of section 16 below.

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

If to Contractor: Insituform Technologies USA, LLC.
 17988 Edison Ave.
 Chesterfield, Missouri 63005

Attn: Jana Lause

If to the Village: Village of Bartlett
228 South Main Street
Bartlett, Illinois, 60103
Attention: Valerie L. Salmons, Village Administrator
Fax: 630-837-7168

With a copy to: Bryan E. Mraz
Bryan E. Mraz & Associates
111 East Irving Park Road
Roselle, Illinois, 60172
Fax: 630-529-2019

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

13. Repair Work. Upon completion of any Project Work, Contractor shall repair any damage to the Project Sites and/or any other Village property attributable to acts and/or omissions of Contractor, and/or Contractor's Agents, or otherwise attributable to the Project Work, except to the extent such damage is attributable to the willful/wanton acts of the Village (the "Repair Work"). The Repair Work shall be completed within five (5) days of Contractor and/or Contractor's Agent causing such damage (the "Repair Completion Date").

14. No Waiver of Immunities and/or Privileges. This Agreement is entered into solely for the benefit of the contracting Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed or interpreted as an express and/or implied waiver of any common law and/or statutory immunity and/or privilege of the Village and/or any of its officials, officers, directors, agents, successors and/or assigns, as to any claim, cause, cause of action and/or liability of any kind whatsoever.

15. Hazardous Substances. Contractor shall not cause or permit any Hazardous Substances to be brought upon, kept, stored or used in or about the Project Sites, or any of them. If the presence of Hazardous Substances brought upon, kept, stored or used by or on behalf of Contractor and/or Contractor's Agents in violation of this paragraph, results in contamination of the Project Sites, or any of them, Contractor shall pay for all actual costs of clean up and shall indemnify and hold harmless the above defined Indemnified Parties from and against any and all claims, demands, expenses (including reasonable attorneys' fees), costs, fines, penalties and other liabilities of any and every kind and nature, including, but not limited to, costs and expenses incurred in connection with any clean-up, remediation, removal or restoration

work required by any federal, state or local governmental authority because of the presence of any such Hazardous Substances.

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

Contractor's duties and obligations to indemnify the Village shall survive the termination and/or expiration of this Agreement.

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

17. Relationship of the Parties.

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

B. Contractor shall at all times have sole control over the manner, means and methods of performing the services required by this Agreement according to its own independent judgment. Contractor acknowledges and agrees that it will devote such time and resources as necessary to produce the contracted for results. The Village shall have no control over the charge of, nor be responsible for, the means, methods,

techniques, sequences of procedures, or for safety precautions and programs in connection with the Project Work since they are solely the Contractor's rights and responsibilities. The Contractor shall supervise and direct the Project Work efficiently with his, her or its best skill and attention; and the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and the Contractor shall take all necessary precautions of the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the Project Sites and all other persons who may be affected thereby.

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

19. Miscellaneous.

a. This Agreement supercedes all prior agreements and understandings, both written and oral, of the parties to the subject matter hereof. This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Agreement. Any amendments to this Agreement must be in writing and executed by both parties.

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

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

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

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

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

g. If any clause, phrase, provision or portion of this Agreement or the application thereof, to any person or circumstance, shall be invalid or unenforceable under applicable law, such event shall not affect, impair or render invalid or

unenforceable the remainder of this Agreement, nor shall it affect the application of any other clause, phrase, provision or portion hereof to other persons or circumstances.

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

i. Each individual executing this Agreement personally warrants and represents that he or she is authorized to enter into this Agreement on behalf of its respective Party, and to bind said entity with respect to any transaction contemplated by or occurring under the provisions of this Agreement.

Village of Bartlett

Contractor

By: _____
Kevin Wallace,
Village President

By: _____
Name: _____
Title: _____

Attest:

Attest:

Lorna Giless, Village Clerk

Name: _____
Title: _____

INVITATION FOR BIDS

RFB # 2016 - 103

BID DOCUMENTS AND SPECIFICATIONS

SEWER LINING

FOR THE GOVERNMENTAL AGENCIES OF:

BARTLETT, BENSENVILLE, DUPAGE COUNTY & LOMBARD



**VILLAGE OF LOMBARD PUBLIC WORKS DEPARTMENT
1051 S. HAMMERSCHMIDT AVENUE
LOMBARD, IL 60148
(630) 620-5740**

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LEGAL NOTICE

Official notice is hereby given that sealed bids will be received at the Lombard Public Works Department, 1051 S. Hammerschmidt Avenue, Lombard, IL 60148 until **9:00 A.M. local time on April 6, 2016**, and then at said office publicly opened and read aloud for the following:

RFB NO: 2016-103
RFB ON: SANITARY AND STORM SEWER LINING FOR
THE GOVERNMENT AGENCIES OF: VILLAGE OF BARTLETT, VILLAGE OF
BENSENVILLE, DUPAGE COUNTY AND VILLAGE OF LOMBARD

Scope of work includes approximately **26,700** linear feet of sanitary sewer lining in various sizes ranging from 8"-24" in diameter of cured-in-place pipe (CIPP) lining. Approximately 550 re-instatement of service laterals.

Plans, specifications and bid forms may be obtained at the Lombard Public Works Department, 1051 S. Hammerschmidt Avenue, Lombard, IL 60148, or by calling **(630) 620-5740**.

There is a \$20.00 non-refundable charge for the bid documents. Cash, checks or money orders, made payable to the Village of Lombard are the only accepted method of payment.

All bids shall be accompanied by a Bid Bond, Certified or Cashier's Check made payable to the Village of Lombard for not less than five percent (5%) of the bid amount. The successful bidder must furnish a satisfactory performance and payment bond in the full amount of the bid.

All work under this contract shall comply with the Prevailing Wage Act of the State of Illinois, 820 ILCS 130/0.01 *et seq.* & the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 *et seq.*).

Offers may not be withdrawn for a period of ninety (90) days after the bid date without the consent of the Board of Trustees.

Any Bid submitted unsealed, unsigned, fax transmissions or received subsequent to the aforementioned date and time, will be disqualified and returned to the bidder.

The Government Agencies reserve the right to reject any and all bids or parts thereof, to waive any irregularities or informalities in bid procedures and to award the contract in a manner best serving the interest of the Village.

Dated: March 23, 2016
Carl Goldsmith
Public Works Director

Village of Lombard, Illinois



Schedule of Prices

Company Name: _____

PROJECT

Address: _____

2016 MPI Sewer Lining
RFB #2016-103

City, State, Zip Code: _____

ITEM NO	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
1.	CURED IN PLACE PIPE-8"	LF	BARTLETT: 6,122 BENSENVILLE: 6,478 DUPAGE COUNTY: 7,053 LOMBARD: 620 TOTAL: 20,273	\$	\$
2	CURED IN PLACE PIPE-10"	LF	BARTLETT: 1,607 BENSENVILLE: 0 DUPAGE COUNTY: 78 LOMBARD: 0 TOTAL: 1,685	\$	\$
3	CURED IN PLACE PIPE-12"	LF	BARTLETT: 0 BENSENVILLE: 0 DUPAGE COUNTY: 440 LOMBARD: 450 TOTAL: 890	\$	\$
4	CURED IN PLACE PIPE-15"	LF	BARTLETT: 2,664 BENSENVILLE: 0 DUPAGE COUNTY: 363 LOMBARD: 600 TOTAL: 3,627	\$	\$

5.	CURED IN PLACE PIPE-24"	LF	BARTLETT: 0 BENSENVILLE: 0 DUPAGE COUNTY: 218 LOMBARD: 0 TOTAL: <u>218</u>	\$	\$
6.	PROTRUDING TAP REMOVAL	EA	BARTLETT: 21 BENSENVILLE: 5 DUPAGE COUNTY: 0 LOMBARD: 4 TOTAL: <u>30</u>	\$	\$

ITEM NO	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
7	RE-INSTATEMENT OF SERVICE LATERALS	EA	BARTLETT: 210 BENSENVILLE: 161 DUPAGE COUNTY: 138 LOMBARD: 40 TOTAL: <u>549</u>	\$	\$
	TOTAL				\$

*The estimated quantities listed in the bid table for each community are for reference only. The Contractor is hereby made aware that the bid prices shall apply to work in all municipalities participating in this bid even if no estimated quantity is listed for that municipality.

II. SUPPLEMENTAL UNIT PRICES

ITEM NO	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
1.	End Seal Gaskets (8" - 24")	EA	BARTLETT: 113 BENSENVILLE: 0 DUPAGE COUNTY: 60 LOMBARD: 0 TOTAL: <u>173</u>	\$	\$

			BARTLETT:	0	
			BENSENVILLE:	0	
			DUPAGE COUNTY:	1	
			LOMBARD:	0	
2.	DuPage County Contingency 10%	LS	TOTAL:	<u>1</u>	\$

Any and all exceptions to these specifications MUST be clearly and completely indicated on the bid sheet. Attach additional pages if necessary.
NOTE TO BIDDERS: Please be advised that any exceptions to these specifications may cause your bid to be disqualified. Submit bids by SEALED BID ONLY. Fax and e-mail bids are not acceptable and will not be considered.

THE SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown any or all of the items above, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or to accept any request for additional compensation. By signing this bid document, the bidder hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.

Authorized Signature: _____ Company Name: _____

Typed/Printed Name: _____ Date: _____

Title: _____ Telephone Number: _____

E-mail _____

**GENERAL TERMS AND CONDITIONS
MARCH 2016**

1. INTENT

It is the intent of the Village of Bartlett, Village of Bensenville, DuPage County and Village of Lombard, hereafter referred to as "Government Agencies", to jointly bid the sanitary and storm sewer lining and award to a primary contractor ("Contractor".)

Through this joint bid process, the Government Agencies are presenting an economy of scale to potential bidders, providing them with opportunities for increased revenues as well as reduced costs, which the bidders should in turn extend to the Government Agencies via lower pricing.

The Village of Lombard is the lead agency for the bid process on behalf of the Government Agencies. Each Village and Village's manager or board of trustees/council or County Board, as the case may be, will have the right to review and independently approve or reject the bid award and execute the Agreement Acceptance.

Work performed under this RFB, shall be in accordance with the provisions of the Illinois Prevailing Wage Act 820 ILCS 130/0.01 et seq. and Employment of Illinois Workers on Public Works Act (30 ILCS 570/).

2. BID PRICE

The Contractor shall provide pricing on the schedule of prices included in this Request for Bids ("RFB") per the specifications identified herein. The Contractor shall offer pricing for all of the items included on the schedule of prices. The schedule of prices includes base bid items and additional items for which the Government Agencies are requesting supplemental unit prices. The supplemental unit prices will be utilized if a Government Agencies later determines items are needed.

Bidders shall maintain pricing for a minimum of ninety (90) days from opening date.

3. AWARD

The Contract award will be based on the Base Bid Total Costs amount proposed by the Contractor. Award shall be made to the lowest responsive and responsible bidder(s) who best meets the specifications including financial capacity to perform, experience and qualifications performing similar work, and scheduling based upon the evaluation criteria specified herein.

No work shall be awarded to a Bidder that is in arrears or is in default to any of the Government Agencies for any debt or contract, or that has defaulted, as surety or otherwise, upon any obligation to the Government Agencies, or that has failed to perform satisfactorily any previous contract with, or work for, the Government Agencies.

4. TERM

The term of this Agreement shall be one (1) year from the date of award. The Village of Lombard reserves the right to renew this contract for two (2) additional one (1) year periods, subject to acceptable performance by the Contractor. Unit prices (including supplemental unit prices) shall be held constant for the initial term of this agreement.

For subsequent terms, requests for increases of unit prices shall be limited to two percent (2%) or CPI of the Chicago-Gary-Kenosha Index, whichever is less. Requests for price increases shall be submitted. In the event the annual change in the CPI for the preceding calendar year is negative, no change in unit prices shall occur.

At the end of any contract term, the Village of Lombard reserves the right to extend this contract for a period of up to sixty (60) days for the purpose of getting a new contract in place.

For any year beyond the initial year, this contract is contingent upon the appropriation of sufficient funds by each government Agency; no charges shall be assessed for failure of a Government Agency to appropriate funds in future contract years.

The Village of Lombard reserves the right to reject any request for a subsequent term price increase and terminate the Agreement.

5. VOLUME/ESTIMATED QUANTITY

The volumes identified herein are estimated quantities. The Government Agencies do not guarantee any specific amount and shall not be held responsible for any deviation. This contract shall cover the Government Agencies requirements whether more or less than the estimated amount.

The Government Agencies reserve the right to increase and/or decrease quantities, add or delete locations during the term of the Agreement, whatever is deemed to be in the best interest of the Government Agencies.

In the event awarded Contractor (s) is unavailable, the Government Agencies reserve the right to use whatever contractor is available to minimize and/or mitigate damages to the Government Agencies.

6. BIDDER QUALIFICATIONS AND EVALUATION CRITERIA

The Bidders must be a qualified contractor(s) and demonstrate the capability to provide services required in accordance with the bid specifications. This would include but is not limited to:

Bids shall be evaluated as follows (not listed in order of priority):

- Bid pricing
- Compliance with specifications
- References (Complete the Reference Sheet included herein.)
- Experience
- Submittal of required documentation
- Demonstration of equipment to perform scope of work identified herein

7. DOCUMENT OBTAINED FROM OTHER SOURCES

The Village of Lombard is the only official source for bid packages and supporting materials. Registration with the Village is the only way to ensure bidders receive all Addenda and other Notices concerning this project. The Village cannot ensure that bidders who obtain bid packages from sources other than the Village will receive Addenda and other Notices. All bidders are advised that bids that do not conform to the requirements of this bid package, including compliance with and attachment of all Addenda and other Notices, may, at the Village's discretion, be rejected as non-responsive and/or the bidder disqualified. In such cases, the Village will NOT rebid the project absent extraordinary circumstances.

8. SECURITY GUARANTEE

Each bidder shall submit a Bid Bond, Certified or Cashier's Check in the amount of 5% to serve as a guarantee that the bidders shall enter into a contract with the Government Agencies to perform the work identified herein, at the price bid. As soon as the bid prices have been compared, the Village of Lombard will return the bonds of all except the three lowest responsible and responsive bidders. When the Agreement is executed, the bonds of the two remaining unsuccessful bidders will be returned. The bid bond of the successful bidder will be retained until the payment bond and performance bond have been executed and approved, after which it will be returned.

Any bid not complying with the Security requirement will be rejected as non-responsive.

9. CONTRACT BONDS

The successful Contractor shall furnish within ten (10) calendar days after being notified of the acceptance of bid:

9.1 A performance bond satisfactory to each Government Agency, executed by a surety company authorized to do business in the State of Illinois, in an amount equal to 100 percent (100%) of the purchase order issued by each Government Agency as security for the faithful performance of the Government Agency's contract; and

9.2 A payment bond satisfactory to each Government Agency, executed by a surety company authorized to do business in the State of Illinois, for the protection of all persons supplying labor and materials to the Contractor of Subcontractors for the performance of work provided for in the contract, in an amount equal to 100 percent (100%) of the purchase order issued by each Government Agency.

9.3 Documents required by this section must be received and approved by the Owner before a written contract will be issued.

All bonds must be from companies having a rating of at least A-minus as determined by A.M. Best Ratings.

10. ADDITIONAL INFORMATION

Should the bidder require additional information about this bid, submit questions via email to: traisd@villageoflombard.org.

Questions are requested prior to the Bid Opening and are required no later than 4:00 P.M. on March 30, 2016.

ANY and ALL changes to these specifications are valid only if they are included by written Addendum from the Village of Lombard to All Bidders. No interpretation of the meaning of the plans, specifications or other contract documents will be made orally. Failure of any bidder to receive any such addendum or interpretation shall not relieve the bidder from obligation under this bid as submitted. All addenda so issued shall become part of the bid documents. Failure to request an interpretation constitutes a waiver to later claim that ambiguities or misunderstandings caused a bidder to improperly submit a bid.

The Village of Lombard recognizes that in some cases the information conveyed in this RFB may provide an insufficient basis for performing a complete analysis of the RFB requirements. Prospective bidders are, therefore, requested to make the best possible use of the information provided, without the expectation that the Village of Lombard will be able to answer every request for further information or that the schedule for receipt and evaluation of bids will be modified to accommodate such request.

11. JOINT PURCHASING/PURCHASING EXTENSION

The purchase of goods and services pursuant to the terms of this Agreement shall also be offered for purchases to be made by the Governmental Agency, as authorized by the Governmental Joint Purchasing Act, 30 ILCS 525/0.01, *et seq.* (the "Act"). All purchases and payments made under the Act shall be made directly by and between each Government Agency and the successful bidder. The bidder agrees that the Village of Lombard shall not be responsible in any way for purchase orders or payments made by the other Governmental Agency. The bidder further agrees that all terms and conditions of this Agreement shall continue in full force and effect as to the other Governmental Agencies during the extended term of this Agreement.

Bidder and the other Governmental Agencies may negotiate such other and further terms and conditions to this Agreement ("Other Terms") as individual projects may require. In order to be effective, Other Terms shall be reduced to writing and signed by a duly authorized representative of both the successful bidder and the other Governmental Agency.

The bidder shall provide the other Governmental Agencies with all documentation as required in the RFB, and as otherwise required by the Village of Lombard, including, but not limited to:

- 100% performance and payment bonds for the project awarded by other Governmental Agencies
 - Certificate of insurance naming each other Governmental Agency as an additional insured
- Certified payrolls to the other Governmental Agency for work performed

12. CONTACT WITH GOVERNMENT AGENCY PERSONNEL

All bidders are prohibited from making any contact with the Government Agencies Presidents, Trustees, or any other official or employee of the Government Agencies (collectively, "Government Personnel") with regard to the Project, other than in the manner and to the person(s) designated herein. The Lombard Village Manager reserves the right to disqualify any bidder found to have contacted Government Personnel in any manner with regard to the Project. Additionally, if the Lombard Village Manager determines that the contact with Government Personnel was in violation of any provision of 720 ILCS 5/33E, the matter will be turned over to the DuPage County State's Attorney for review and prosecution.

13. DISCLOSURES AND POTENTIAL CONFLICTS OF INTEREST (30 ILCS 500/50-35)

Each Government Agencies' Code of Ethics prohibits public officials or employees from performing or participating in an official act or action with regard to a transaction in which he has or knows he will thereafter acquire an interest for profit, without full public disclosure of such interest. This disclosure requirement extends to the spouse, children and grandchildren, and their spouses, parents and the parents of a spouse, and brothers and sisters and their spouses.

To ensure full and fair consideration of all bids, the Government Agencies require all Bidders including owners or employees to investigate whether a potential or actual conflict of interest exists between the Bidder and any Government Agency, their officials, and/or employees. If the Bidder discovers a potential or actual conflict of interest, the Bidder must disclose the conflict of interest in its bid, identifying the name of the government official or employee with whom the conflict may exist, the nature of the conflict of interest, and any other relevant information. The existence of a potential or actual conflict of interest does NOT, on its own, disqualify the disclosing Bidder from consideration. Information provided by Bidders in this regard will allow the Village of Lombard to take appropriate measures to ensure the fairness of the bidding process.

The Village of Lombard requires all bidders to submit a certification, enclosed with this bid packet, that the bidder has conducted the appropriate investigation and disclosed all potential or actual conflicts of interest.

By submitting a bid, all Bidders acknowledge and accept that if and Government Agency discovers an undisclosed potential or actual conflict of interest, that Government Agency may disqualify the Bidder and/or refer the matter to the appropriate authorities for investigation and prosecution.

14. SILENCE OF SPECIFICATIONS

The apparent silence of specifications as to any detail or apparent omission from it as detailed description concerning any portion shall be interpreted as meaning that only the best commercial material or practice shall prevail and that only items of the best material or workmanship to used.

15. PREVAILING WAGE

Contractor agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq., for all work completed under this Contract. Contractor agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics that perform work pursuant to this Contract or related subcontract. For applicable rates, go to the State of Illinois – Department of Labor website <http://www.illinois.gov/ido/Laws-Rules/CONMED/Pages/Rates.aspx> and use the most current DuPage County rate. The Department revises the prevailing wage rates and the Contractor or subcontractor has an obligation to check the Department's website for revisions to prevailing wage rates throughout the duration of this Contract.

Contractor and each subcontractor shall keep or cause to be kept accurate records of all laborers, mechanics and other workers employed by them on the public works project, which records must include each worker's name,

address, telephone number when available, social security number, classification, hourly wage paid (including itemized hourly cash and fringe benefits paid in each pay period), number of hours worked each day, and the starting and ending times of work each day. These records shall be open to inspection at all reasonable hours by any representative of the Government Agencies or the Illinois Department of Labor and must be preserved for five (5) years from the date of the last payment on the public work.

Since this is a contract for a public works project, as defined in 820 ILCS 130/2, Contractor agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed.

16. CERTIFIED PAYROLL REQUIREMENTS (Public Act 94-0515)

Because this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, any and all contractors and subcontractors shall submit certified payroll records to the Government Agencies no later than the tenth (10th) day of each calendar month for the immediately preceding month in which construction on a public works project has occurred. **WITHOUT THIS PAPERWORK, NO INVOICE SHALL BE PAID BY THE GOVERNMENT AGENCIES.** Contractors and subcontractors must also submit a statement affirming that the records are true and accurate, that the wages paid to each worker are not less than the prevailing rate, and that the contractor and subcontractor are aware that filing false records is a Class A misdemeanor. The records must include the name, address, telephone number, social security number, job classification, hours of work, hourly rate, and start and end time of work each day for every worker employed on the public work. The Village reserves the right to check the pay stubs of the workers on the job. The Village further cautions that payment for any services rendered pursuant to this Contract may be predicated upon receipt of said records.

These certified payroll records are considered public records and public bodies must make these records available to the public under the Freedom of Information Act, with the exception of the employee's address, telephone number and social security number.

Increased penalties for Prevailing Wage Violations (Public Act 94-0488)

Effective January 1, 2006, penalties for violations for the Prevailing Wage Act will increase from 20% to 50% of the underpaid amounts for second or subsequent violations. An additional penalty of 5% of the underpayment penalty must be paid to workers each month the wages remain unpaid (put from the current 2% penalty).

For violations that occur after January 1, 2006, the debarment period – during which contractors are ineligible for public works contracts – increases from 2 years to 4 years if two notices of violation are issued/serious violation occur within a 5-year period. In addition, a new monetary penalty of \$5,000 may be assessed against contractors who retaliate against employees who report violations or file complaints under the Prevailing Wage Act.

17. EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT (30 ILCS 570/0.01 et.seq.)

Pursuant to 30 ILCS 570/0.01 et. seq., any month immediately following 2 consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5% as measured by the United States Department of Labor, the Contractor shall employ only Illinois laborers on this project unless Illinois laborers are not available, or are incapable of performing the particular type of work involved, which the contractor must certify with the Village of Lombard's Purchasing Manager.

18. ILLINOIS HUMAN RIGHTS ACT (775 ILCS 5/)

In the event the Contractor's non-compliance with the provision of the Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Applicable Rules and Regulations of the Illinois Department of Human Rights ("Department"), the contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

19. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORK PROJECT ACT

Contractor shall comply with the provisions of 820 ILCS 265/1, et seq., which include prior to commencement of work on a municipal project, having in place a written substance abuse program for the prevention of substance abuse among its employees which meets or exceeds the program requirements identified in this Act. The substance abuse policy shall be submitted in writing to the municipality and shall be made available to the general public

20. WAIVER OF WORKERS COMPENSATION/OCCUPATIONAL DISEASE EXPENSE REIMBURSEMENT

The Contractor agrees to waive any and all rights to reimbursement of workers' compensation expenses under Section 1(a) (4) of the Illinois Workers' Compensation Act (820 ILCS 305), and as amended; and the Contractor agrees to waive any and all rights to reimbursement of occupational disease expenses under Section 1(a) (3) of the Illinois Occupational Diseases Act (820 ILCS 310), and as amended.

21. UNBALANCED BIDS

Any bid which is materially unbalanced as to prices for the Base Bid and/or Supplemental Bid Items may be rejected. An unbalanced bid is one which is based on the prices significantly less than the cost for some work and/or prices which are significantly overstated for other work.

The Village of Lombard will review all unit prices submitted by the apparent lowest responsible and responsive bidder and will decide whether any of the unit prices are excessively above or below a reasonable cost analysis value determined by the Government Agency.

In the event any unit prices are determined to be unbalanced and contrary to the interest of the Government Agencies, the right is reserved to reject such bid at the discretion of the Village of Lombard.

22. DISCREPANCIES

In all cases of discrepancies between the drawings and specifications, the Government Agencies Purchasing Manager shall be notified in the manner as identified in the General Terms and Conditions. The specifications shall govern over the drawings. If work proceeds without obtaining proper interpretations of the conflicting drawings and specifications from the owner or their designee, the installed work that is not in accordance with the design and best practices must be replaced at no additional cost.

23. OMISSIONS/HIDDEN CONDITIONS

The drawings and specifications are intended to include all work and materials necessary for completion of the work. Any incidental item of material, labor, or detail required for the proper execution and completion of the work and omitted from either the drawings or specifications or both, but obviously required by governing codes, federal or state laws, local regulations, trade practices, operational functions, and good workmanship, shall be provided as a part of the contract work at no additional cost to the owner, even though not specifically detailed or mentioned.

24. FIELD MODIFICATIONS

A field modification is written by the owner or his designee to the contractor for purposes of clarification of the specifications or plans. A field modification is limited to items that do not change the scope of the project. Field modifications do not affect either the project cost or completion date.

Field modifications become part of the Contract Documents and become binding upon the contractor if he fails to object within three (3) working days after receiving the modification. A field modification may be used as the basis of a project cost change or contract extension if all parties agree on the field modification form to a potential future claim of either party, or that the field modification will be complied with, but under protest.

Any bid which is materially unbalanced as to prices for the Base Bid and/or Supplemental Bid Items may be rejected. An unbalanced bid is one which is based on the prices significantly less than the cost for some work and/or prices which are significantly overstated for other work.

The Village will review all unit prices submitted by the apparently lowest responsible bidder and will decide whether any of the unit prices are excessively above or below a reasonable cost analysis value determined by

the Engineer.

In the event any unit prices are determined to be unbalanced and contrary to the interest of the Village, the right is reserved to reject such bid at the discretion of the Village.

25. RESERVATION OF RIGHTS

Each Government Agency reserves the right to accept the Bidder's Proposal that is, in their judgment, the best and most favorable to the interests of the Government Agency and the public; to reject the low Price Proposal; to accept any item to any Bidder's Proposal; to reject any and all Bidder's Proposals; to accept and incorporate corrections, clarifications or modifications following the opening of the Bidder's Proposals when to do so would not, in Government Agencies opinion, prejudice the bidding process or create any improper advantage to any Bidder; and to waive irregularities and informalities in the bidding process or in any Bidder's Proposal submitted; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defects or informalities, and Bidders should not rely upon, or anticipate, such waivers in submitting the Bidder's Proposals. The enforcement of this Reservation of Rights by one or more of the Government Agencies shall not be considered an alteration of the bids.

26. TOXIC SUBSTANCES DISCLOSURES

All bidders must comply with the requirements of the Toxic Substance Disclosure to Employees Act, for any materials, supplies, and covered by said Act.

27. DEFINITIONS

27.1 **Base Bid** is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Base Bids or Unit Prices.

27.2 **Supplemental Bid** is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as supplemental items, to which Work may be added or from which Work may be deleted for sums stated in Supplemental Bid or Unit Prices.

27.3 **Unit Price** is an amount stated in the bid as a price per unit of measurement for materials, equipment or services, including all overhead and profit for a portion of the Work as described in the Bidding Documents. The Government Agency may reject or negotiate any unit price which is considered excessive or unreasonable.

In the event of a conflict or calculation error between the total base bid pricing, and/or extension pricing, the Unit Price shall prevail.

28. RESPONSIVE BID

28.1 A "Responsive Bid" is defined as a "bid which conforms in all material respects to the requirements set forth in the invitation for bids." Bidders are hereby notified that any exceptions to the requirements of this bid may be cause for rejection of the bid.

28.2 Bidders shall promptly notify the Village of Lombard of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents. Interpretations, corrections and changes will be made by addendum. Each bidder shall ascertain prior to submitting a bid that all addenda have been received and acknowledged in the bid.

29. MODIFICATIONS

BIDDERS shall be allowed to modify/withdraw their bids prior to opening. Once BIDS have been received and opened they cannot be changed or withdrawn unless requested in writing and approved by the Village of Lombard.

30. INSURANCE

During the term of the contract, the CONTRACTOR shall maintain for the duration of the contract, including

warranty period, insurance purchased from a company or companies lawfully authorized to do business in the State of Illinois such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the CONTRACTOR'S operations under the contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- 30.1. Comprehensive General Liability - \$1,000,000 per occurrence and shall include coverage for products and completed operations liability, independent CONTRACTOR'S liability, and coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage; the general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000, or a project/contract specific aggregate of \$1,000,000
- 30.2. Auto Liability - Combined Single Limit Amount of \$1,000,000.00 on any CONTRACTOR owned, and/or hired, and/or non-owned motor equipment engaged in operations within the scope of this contract;
- 30.3. Workers Compensation – covering all liability of the Contractor arising under the Worker's Compensation Act and Workmen's Occupational Disease Act;; Employers Liability \$1,000,000.00 (the policy shall include a 'waiver of subrogation'); and
- 30.4. Owners and CONTRACTORS Protective Liability \$1,000,000 Combined be no less than \$2,000,000.00 on a project aggregate.
- 30.5. Umbrella Coverage - \$2,000,000.00.
- 30.6. Contractor agrees that with respect to the above required insurance:
 - 30.6.1. The CGL policy shall be endorsed for the general aggregate to apply on a “per Project” basis;
 - 30.6.2. To provide separate endorsements: to name each Government Agency as an additional insured as their interest may appear, and to provide thirty (30) days' notice, in writing, of cancellation or material change.
 - 30.6.3. The Contractor's insurance shall be primary in the event of a claim.
 - 30.6.4. Each Government Agency shall be provided with Certificates of Insurance and endorsements evidencing the above required insurance, prior to commencement of this Contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least thirty (30) days prior to the expiration of cancellation of any such policies.
 - 30.6.5. A Certificate of Insurance that states that each Government Agency has been endorsed as an “additional insured” by the Contractor's insurance carrier. Specifically, this Certificate must include the following language: “The (Government Agencies name inserted), and their respective elected and appointed officials, employees, agents, consultants, attorneys and representatives, are, and have been endorsed, as an additional insured under the above reference policy number _____ on a primary and non-contributory basis for general liability and automobile liability coverage for the duration of the contract term.”
- 30.7. **Umbrella Policy.** The required coverages may be in any combination of primary, excess and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.
- 30.8. **Failure to Comply:** In the event the Contractor fails to obtain or maintain any insurance coverage required under this agreement, the Government Agencies may purchase such insurance coverages and charge the expense thereof to the Contractor.

31. HOLD HARMLESS

The Contractor agrees to indemnify, save harmless and defend the Village of Bartlett, Village of Bensenville, DuPage County and Village of Lombard, their respective elected and appointed officials, employees, agents, consultants, attorneys and representatives and each of them against and hold it and them harmless from any and all lawsuits, claims, injuries, demands, liabilities, losses, and expenses; including court costs and attorneys' fees for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of, or in connection with the work covered by this project. The foregoing indemnity shall apply except if such injury is caused directly by the willful and wanton conduct of Village of Bartlett, Village of Bensenville, DuPage County and Village of Lombard, its agents, servants, or employees or any other person indemnified hereafter. The obligations of the Contractor under this provision shall not be limited by the limits of any applicable insurance required of the Contractor.

32. CHANGE IN STATUS

The Contractor shall notify the Village of Lombard and each Government Agency immediately of any change in its status resulting from any of the following: (a) vendor is acquired by another party; (b) vendor becomes insolvent; (c) vendor, voluntary or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act; (d) vendor ceases to conduct its operations in normal course of business. The Village of Lombard and each Government Agency shall have the option to terminate its contract with the vendor immediately on written notice based on any such change in status.

33. SUBCONTRACTORS

If any Bidder submitting a bid intends on subcontracting out all or any portion of the engagement, that fact, and the name of the proposed subcontracting firm(s) must be clearly disclosed in the bid on the form provided herein (use additional sheets if necessary)

In the event the Contractor requires a change of the subcontractor (s) identified a written request from the Contractor and a written approval from the Village of Lombard is required.

Notwithstanding written consent to subcontract approved by the Village of Lombard, the Contractor shall perform with the Contractor's own organization, work amounting to not less than fifty (50%) percent of the total contract cost, and with materials purchased or produced by the Contractor.

The subcontracting, if any, shall be done by the Contractor in accordance with applicable Article 108.01 of the IDOT Standard Specifications.

Failure to identify subcontractors could result in disqualification.

34. CHANGE ORDERS

The Owner believes that the project is fully defined in the Contract Documents and that Change orders will not be necessary. However, **in the event that a Change Order is required, the Contractor shall review the scope of work to be performed under the contract to suggest alternatives that can be implemented to offset the cost increase of any necessary changes without sacrificing the quality and/or scope of the contract specifications.** All Change Orders and alternative suggestions must be approved by the appropriate Government Agencies prior to execution.

34.1. Change Orders shall comply with 720 ILCS 5/33E-9.

34.2. In case of an increase in the Contract Sum, there will be an allowance for overhead and profit.

34.3. The allowance for the combined overhead and profit, including premiums for all bonds and insurance, shall be based on the percentage as bid. This same percentage shall apply to **both extras and credits**

and for work performed by the Contractor, a Subcontractor, or Sub-subcontractor.

- 34.4. Detailed written Requests for Change Orders must be submitted to the Owner's Representative on the form provided by the Owner. (Request furnished in any other format or lacking sufficient information will be rejected). In order to facilitate checking of quotations for extras or credits, all requests for change orders shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Where major cost items are Subcontracts, they shall also be itemized. Requests will be reviewed by the affected Government Agencies Purchasing Manager.
- 34.5. Each written Request for a Change Order must be accompanied by written suggestions where costs can be reduced to offset the Change Order increase requested or a written certification stating that the Contractor has reviewed the work to be performed and cannot identify areas where costs can be reduced.
- 34.6. A written Change Order must be issued by the affected Governmental Agencies' Purchasing Manager prior to commencing any additional work covered by such order. Work performed without proper authorization shall be the Contractor's sole risk and expense.

34. INVOICES AND PAYMENTS

The Contractor shall provide individual invoices for the services that it and all of its subcontractors undertake for a Government Agency to that Government Agency. The Contractor shall be responsible for paying its subcontractors.

The Contractor's subcontractors shall not invoice a Government Agency, nor shall a Government Agency pay the Contractor's subcontractors directly.

The Contractor shall submit invoices to each Government Agency detailing the services the Contractor provided directly to the respective Government Agency. All services shall be invoiced based on unit pricing and quantities used. Each Government Agency shall only pay for quantities it used or ordered. Quantities may be adjusted up or down based on the needs of each Government Agency. Each Government Agency shall make payments in accordance with the Local Government Prompt Payment Act.

No payment, final or otherwise, shall release the Contractor or its subcontractors from any of the requirements or obligations set forth in this Agreement.

Invoices shall be delivered to:

Village of Bartlett Lombard	Village of Bensenville	DuPage County Public Works	Village of
ATTN: Dan Dinges, P.E. Trais 1150 Bittersweet Drive Avenue Bartlett, IL 60103 60148	ATTN: Mehul Patel, P.E. 717 E. Jefferson Street Bensenville, IL 60196	ATTN: Sean Reese 7900 S. Route 53 Woodridge, IL 60517	ATTN: David 255 E. Wilson Lombard, IL

35. PRECEDENCE

Where there appears to be variances or conflicts, the following order of precedence shall prevail: the Project Specifications; the General Terms & Conditions, the Invitation for Bids, the General Terms & Specifications and the Contractor's Bid Response.

36. JURISDICTION, VENUE, CHOICE OF LAW

This contract shall be governed by and construed according to the laws of the State of Illinois. Jurisdiction and venue shall be exclusively found in the Circuit Court of DuPage County, State of Illinois for the Government Agencies whose office is in DuPage County, and in the Circuit Court of Cook County, Illinois for Government Agencies whose office is in Cook County.

37. NON-ENFORCEMENT BY THE GOVERNMENT AGENCY

The Contractor shall not be excused from complying with any of the requirements of the Contract because of any failure on the part of the Governmental Agencies, on any one or more occasions, to insist on the Contractor's performance or to seek the Contractor's compliance with any one or more of said terms or conditions.

38. INDEPENDENT CONTRACTOR

The Contractor is an independent contractor and no employee or agent of the Contractor shall be deemed for any reason to be an employee or agent of the Government Agencies.

39. TERMINATION

The Government Agencies reserve the right to terminate their respective portion of this contract, or any part thereof, upon thirty (30) days written notice. In case of such termination, the Contractor(s) shall be entitled to receive payment from the terminating Government Agencies for work completed to date in accordance with the terms and conditions of this contract. In the event that this Contract is terminated due to Contractor's default, the Government Agencies shall be entitled to purchase substitute items and/or services elsewhere and charge the Contractor with any or all losses incurred, including attorney's fees and expenses.

40. NON APPROPRIATIONS

The Government Agencies reserve the right to terminate their respective part of this contract or to reject bids, in the event that sufficient funds to complete the contract are not appropriated by the either Village Board of Trustees or City Council or County Board or Sanitary District Board of the affected Government Agency.

41. AFFIDAVITS

The following affidavits included in these contract documents must be executed and submitted with the bid:

- A) References
- B) Disqualification of Certain Bidders (Affirmation by signing Bid Form)
- C) Affidavit/Anti-collusion
- D) Conflict of Interest Form
- E) Tax Compliance
- F) Identification of Subcontractors

43. CLEAN CONSTRUCTION AND DEMOLITION DEBRIS (CCDD) AND UNCONTAMINATED SOIL

The Contractor must comply with the requirements of Section 22.51(f)(2)(B) and 22.51a(d)(2)(B) of the Illinois Environmental Protection Act ([415 ILCS5/22.51(f)26(B)] and [415 ILCS5/22.51a(d)(2)(B)]) for the disposal of uncontaminated soils including uncontaminated soil mixed with other clean construction or demolition debris (CCDD) materials.

44. ALTERNATE AND MULTIPLE BIDS

Unless otherwise indicated in these documents, the bidder may not submit alternate or multiple bids as part of this package. The submission of more than one bid within a single package may be cause for rejection of any or all of the bids of that bidder.

45. **CONTRACTOR'S LICENSES:** The bidder to which the contract is awarded (including subcontractors), prior to commencing any work, must have a valid Contractor's License or other required license on-file with the Governmental Agency in which the work is performed.

46. **AUDIT/ACCESS TO RECORDS**

- A) The contractor shall maintain books, records, documents and other evidence directly pertinent to performance of the work under this agreement consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards. The contractor shall also maintain the financial information and data used by the contractor in the preparation or support of any cost submissions required under this subsection, (Negotiation of Contract Amendments, Change Orders) and a copy of the cost summary submitted to the owner. The Auditor General, the owner, the Agency, or any of their duly authorized representatives shall have access to the books, records, documents, and other evidence for purposes of inspection, audit, and copying. The contractor will provide facilities for such access and inspection.
- B) If this contract is a formally advertised, competitively awarded, fixed price contract, the contractor agrees to include access to records as specified in above. This requirement is applicable to all negotiated change orders and contract amendments in excess of \$10,000, which affect the contract price. In the case of all other prime contracts, the contractor also agrees to include access to records as specified above in all his contracts and all tier subcontracts or change orders thereto directly related to project performance, which are in excess of \$10,000.
- C) Audits conducted pursuant to this provision shall be consistent with generally accepted auditing standards in accordance with the American Institute of Public Accountants Professional Standards.
- D) The contractor agrees to the disclosure of all information and reports resulting from access to records pursuant to the subsection above. Where the audit concerns the contractor, the auditing agency will afford the contractor an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.
- E) Records under the subsections above shall be maintained and made available during performance of the work under this agreement and until three years from the date of final audit for the project. In addition, those records which relate to any dispute or litigation or the settlement of claims arising out of such performance, costs or items to which an audit exception has been taken, shall be maintained and made available for three years after the date of resolution of such dispute, appeal, litigation, claim or exception.
- F) The right of access conferred by this clause will generally be exercised (with respect to financial records) under:
- i. negotiated prime contractors;
 - ii. negotiated change orders or contract amendments in excess of \$10,000 affecting the price of any formally advertised, competitively awarded, fixed price contract; and
 - iii. sub-contracts or purchase orders under any contract other than a formally advertised, competitively awarded, fixed price contract.
- G) This right of access will generally not be exercised with respect to a prime contract, subcontract, or purchase order awarded after effective price competition. In any event, the right of access shall be exercised under any type of contract or subcontract:
- i. with respect to records pertaining directly to contract performance, excluding any financial records of the contractor; and
 - ii. if there is any indication that fraud, gross abuse, or corrupt practices may be involved.

47. **WITHDRAWAL OF BID**

Upon written request, bids may be withdrawn at any time prior to the advertised bid opening. Bidders withdrawing their bid prior to the date and time set for the bid opening may still submit another bid if done so in accordance with these instructions. After the bid opening time, no bid shall be withdrawn or canceled for a period of 90 calendar days thereafter. The successful Bidder shall not withdraw or cancel its bid after having been notified that the respective Governing Board have accepted said bid.

48. COMPETENCY OF BIDDER

If requested in writing by a Government Agencies, the Bidder must present within three (3) working days, satisfactory evidence of its ability and possession of the necessary facilities, experience, financial resources and adequate insurance to comply with the terms of the Contract Documents.

Additionally, bidders shall provide, at a minimum, five (5) Municipal references that indicate the bidder's ability to successfully perform similar work on the form identified herein.

49. NOTICE TO PROCEED

No work shall be undertaken prior to contract approval by the Contractor and the Government Agencies and the issuance of Government Agencies purchase order.

50. PERMITS AND LICENSES

A. Contractor shall obtain, at its own expense, all permits and licenses which may be required to complete the Work, and/or required by municipal, state, and federal regulations and laws. *Prior to performing any Work*, Contractor and all subcontractors must obtain a business license in each Government Agency they will work in. Contractor is directed to the permitting requirements (including but not limited fence, construction, demolition, dumpster, electrical, grading, plumbing, right-of-way and roofing permits) contained in each Government Agencies applicable code.

B. Contractor represents that it, its employees, agents and subcontractors shall hold all required licenses, permits, qualifications and certificates, and have duly registered and otherwise complied in all respects with all applicable federal, state and local laws, regulations and ordinances applicable to the performance of this contract.

51. SAFETY OF PERSONS

Contractor shall comply with all applicable federal, state, and local safety laws, regulations and codes. Contractor shall be in charge of, and responsible for, maintaining the site and performing the Work, so as to prevent accidents or injury to persons on, about, or adjacent to the site where the Work is being performed. Contractor shall maintain and implement, and ensure that all Subcontractors maintain and implement, an appropriate safety/loss prevention program for the protection of the life and health of employees and persons nearby. Contractor is fully responsible and assumes liability for the failure of Subcontractors to comply with the requirements herein.

52. ADDITIONAL SAFETY STANDARDS

CONTRACTOR shall perform all Work in compliance with all applicable Federal, State and local laws and regulations, including but not limited to, the following:

All equipment used under this contract shall be maintained in good operating condition and be appropriately licensed and inspected by the State of Illinois.

Any hazardous work practice(s) being conducted as determined by the MANAGER shall be immediately discontinued by the CONTRACTOR upon receipt of either written or verbal notice by the MANAGER to discontinue such practice(s). The CONTRACTOR shall not continue any work which it considers dangerous and shall immediately notify the MANAGER if such is the case.

53. OSHA STANDARDS

Contractor shall read and comply with all applicable Occupational Safety and Health Act (OSHA) standards. Special attention is directed to the Congressional Federal Register, Volume 58, Number 9, Thursday, January

14, 1993, Part 1910 (Permit Required Confined Spaces for General Industry.) Equipment supplied to the Government Agencies must comply with all requirements and standards as specified by the OSHA. Items not meeting any OSHA specifications will be refused.

54. COMPLIANCE WITH FREEDOM OF INFORMATION ACT

The Government Agencies are required by law to comply with the provisions of the Freedom of Information Act, 5 ILCS 140/1 et seq., as amended from time to time ("Act"). The Act requires the Government Agencies to provide, if requested to do so by any person, copies of documents that may be in your possession and related to this contract. As a condition of this contract, Contractor agrees to and shall provide to the Government Agencies, copies of any and all such documents when directed to do so by the Government Agencies. All such documents shall be delivered to the Government Agencies Clerk's Office no later than five (5) working days after the date of the Government Agencies direction to provide such documents. Failure of the Contractor to provide documents within said five (5) working days as provided above shall result in the assessment of any and all penalties, damages, and/or costs incurred by the Government Agencies to the Contractor which shall be paid immediately by the Contractor upon demand of the same by the Government Agencies.

LABOR STATUTES, RECORDS AND RATES

CONSTRUCTION CONTRACTS

for

MUNICIPALITIES - STATE OF ILLINOIS MARCH 2016

All Contractors shall familiarize themselves with all provisions of all Acts referred to herein and in addition shall make an investigation of labor conditions and all negotiated labor agreements which may exist or are contemplated at this time. Nothing in the Acts referred to herein shall be construed to prohibit the payment of more than the prevailing wage scale.

In the employment and use of labor, the Contractor and any subcontractor of the Contractor shall conform to all Illinois Constitutional and statutory requirements including, but not limited to, the following:

1.0 Equal Employment Opportunity:

1.1 Illinois Constitution, Article I, Section 17, which provides: "All persons shall have the right to be free from discrimination on the basis of race, color, creed, national ancestry and sex in the hiring and promotion practices of any employer or in the sale or rental of property."

1.2 Illinois Constitution, Article I, Section 18, which provides: "The equal protection of the laws shall not be denied or abridged on account of sex by the state of its units of local government and school districts."

1.3 The Public Works Employment Discrimination Act, 775 ILCS 10/1, provides in substance that no person may be refused or denied employment by reason of unlawful discrimination, nor may any person be subjected to unlawful discrimination in any manner in connection with contracting for or performance of any work or service of "any kind by, for, on behalf of, or for the benefit of the State, or of any department, bureau, commission, board or other political subdivision or agency thereof."

1.4 Contractor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix B), which is incorporated herein by reference. Furthermore, the Contractor shall comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended.

2.0 The Veterans Preference Act, 330 ILCS 55/1, provides: "In the employment and appointment to fill positions in the construction, addition to, or alteration of all public works undertaken or contracted for by the State, or any of its political subdivisions thereof, preference shall be given to persons who have been members of the Armed Forces of the United States...in times of hostilities with a foreign country..."

3.0 The Servicemen's Employment Tenure Act, as amended, 330 ILCS 60/2, "safeguarding the employment and the rights and privileges inhering in the employment contract, of servicemen."

4.0 The Prevailing Wage Act, 820 ILCS 130/0.01 et seq., provides: "It is the policy of the State of Illinois that a wage of no less than the general prevailing hourly rate as paid for work of a similar character in the locality in which the work is performed, shall be paid to all laborers, workers and mechanics employed by or on behalf of any and all public bodies engaged in public works." The current Schedule of Prevailing Wages for DuPage County and/or Will County and Lake County must be prominently posted at the project site by the Contractor.

4.1 The Prevailing Wage Act, 820 ILCS 130/4, provides: "All bid specifications shall list the specified rates to all laborers, workers and mechanics in the locality for each craft or type of worker or mechanic needed to execute the contract. If the Department of Labor revises the prevailing rate of hourly wages to be paid by the public body, the revised rate shall apply to such contract, and the public body shall be responsible to notify the Contractor and each subcontractor of the revised rate."

4.1.1 The Village shall notify the Contractor of any revised rates as determined by the Department of Labor and as received by the Village. It shall be the responsibility and liability of the Contractor to promptly notify each and every subcontractor of said revised rates.

4.1.2 Unless otherwise specified in the Contract Documents, the Contractor shall assume all risks and responsibility for any changes to the prevailing hourly wage which may occur during the Contract Time. A revision to the prevailing rate of hourly wages shall not be cause for any adjustment in the Contract Sum.

4.2 The Prevailing Wage Act, 820 ILCS 130/5 provides that the Contractor and each Sub Contractor shall, "submit monthly, in person, by mail or electronically a certified payroll to the public body in charge of the project."

4.2.1 The Contractor shall submit to the Village by the tenth day, monthly, a certified payroll list including all workers, laborers and mechanics employed by the Contractor and each of the Sub Contractors.

4.2.2 The certified payroll records shall include each worker's name, address, telephone number, social security number, classification, number of hours worked each day, the hourly wage and starting and ending times each day.

4.2.3 Included with the payroll records, the Contractor and each Sub Contractor shall attest, in writing, to the veracity and accuracy of the records and that the hourly rate paid is not less than the general prevailing wages required.

5.0 The Child Labor Law, as amended, 820 ILCS 205/1, which provides: "No minor under 16 years of age...at any time shall be employed, permitted or suffered to work in any gainful occupation...in any type of construction work within this state."

The Contractor will include verbatim or by reference the provisions contained herein in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. The Contractor will be liable for compliance with these provisions by such subcontractors.

The Contractor and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by him in connection with the contract. This record shall be open at all reasonable hours for inspection by any representative of the Village or the Illinois Department of Labor and must be preserved for four (4) years following completion of the contract.

6.0 Drug Free Work Place

Contractor, as a party to a public contract, certifies and agrees that it will provide a drug free workplace by:

6.1 Publishing a statement:

1. Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use

of a controlled substance, including cannabis, is prohibited in the Village's or Contractor's workplace.

2. Specifying the actions that will be taken against employees for violations of such prohibition.
3. Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (A) abide by the terms of the statement; and
 - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

6.2 Establishing a drug free awareness program to inform employees about:

1. the dangers of drug abuse in the workplace;
2. the Village's or Contractor's policy of maintaining a drug free workplace;
3. any available drug counseling, rehabilitation and employee assistance programs;
4. the penalties that may be imposed upon employees for drug violations.

6.3 Providing a copy of the statement required by subparagraph 6.1.1 to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

6.4 Notifying the contracting or granting agency within ten (10) days after receiving notice under part 6.1.3(B) of subparagraph 6.1.1 above from an employee or otherwise receiving actual notice of such conviction.

6.5 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.

6.6 Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

6.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

7.0 Patriot Act Compliance

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

2016 MUNICIPAL PARTNERING INITIATIVE
SEWER LINING
SUMMARY OF WORK

1.0 General

Wherever the word "Owner" or "Engineer" appears in this document, it shall be interpreted to mean each municipality's representative.

Wherever the word "Contractor" appears in this document, it shall be interpreted to mean the firm, partnership, joint venture, or corporation contracting with each municipality for performance of prescribed work.

2.0 Scope of Project

This project includes quantities for 26,700 Linear Feet of sanitary sewer lining in various sizes of cured-in-place pipe lining (CIPP), rehabilitation and restoration of structural integrity of the existing sanitary and storm sewer pipes by the Inversion and Curing of a Resin-Impregnated Tube process and all related and ancillary work. The work contained on this project is located within easements, license areas, or right-of-ways of the Village of Bartlett, Village of Bensenville, DuPage County and the Village of Lombard.

Each Government Agency has the right to delete from or add to the contract quantities without placing penalty to the contract unit costs for construction.

The Village of Lombard further reserves the right to reject any and all bids or parts thereof, to waive any irregularities or informalities in bidding procedures and to award the contract in a manner best serving the interest of the Government Agencies. Work included is shown on drawings prepared by the Village of Lombard, which has been supplied by each Government Agency. The lining work shown on the drawings is not conclusive and is subject to change.

3.0 Maintenance Bond

The Contractor is required to furnish a maintenance bond approved by the Governmental Agency in the amount equal to ten percent (10%) of the contract price. This bond shall provide a guarantee against defective materials and workmanship on all materials, items and work furnished under this contract, including contract changes and additions for a **period of one year** from date of written final acceptance and final payment. If within the guarantee one (1) year period, any defects or signs of deterioration are noted which, in the opinion of the municipality, are due to the faulty installation, workmanship, or materials, the municipality shall notify the Contractor. At the Contractor's expense, the Contractor agrees to make any and all repairs, adjustments or replacements to correct the condition/s to the complete satisfaction of the municipality work has been completed in.

4.0 **Contract Completion Date and Interim Completion Dates**

The Contractor shall execute the contract within ten working days after contract award by each individual Government Agency. The Contractor shall start the work to be performed under the contract not later than ten calendar days after the execution of the contract by the Government Agency.

The Contractor shall coordinate directly with the Public Works Director (or his/her designee) for each Government Agency to Schedule the work. Interim dates stated below unless agreed to by Government Agency in writing.

Substantial Completion, including, all punch list items – August 15, 2016;

The Contractor shall complete all work under this Contract on or before, but no later than, September 15, 2016.

5.0 **Design for Minimum CIPP Liner Thickness**

Product, Manufacturer / Installer Qualification Requirements:

Since sewer products are intended to have a 50-year design life, and in order to minimize the Engineer's risk, only proven products with substantial successful long-term track records will be approved. All trenchless rehabilitation products and installers must be pre-approved prior to the formal opening of proposals.

Products and Installers seeking approval must meet all of the following criteria to be deemed Commercially Acceptable:

- A. For a Product to be considered Commercially Proven, a minimum of 1,000,000 linear feet or 4,000 manhole-to-manhole line sections of successful wastewater collection system installations in the U.S. must be documented to the satisfaction of the Engineer to assure commercial viability.
- B. For a Contractor to be considered as Commercially Proven, the Contractor must satisfy all insurance, financial, and bonding requirements of the Engineer, and must have had at least 5 (five) years active experience in the commercial installation. In addition, the Contractor must have successfully installed at least 200,000 feet of the product bid in wastewater collection systems. Acceptable documentation of these minimum installations must be submitted to the Engineer.

- C. Sewer rehabilitation products submitted for approval must provide third party test results supporting the structural performance (short-term and long-term) of the product and such data shall be satisfactory to the Engineer. Test samples shall be prepared so as to simulate installation methods and trauma of the product. No product will be approved without independent third party testing verification.
- D. Both the rehabilitation manufacturing and installation processes shall operate under a quality management system which is third-party certified to ISO 9000 or other recognized organization standards. Proof of certification shall be required for approval.

Documentation for products and installers seeking pre-approved status must be submitted no less than two weeks prior to proposal due date to allow time for adequate consideration. The Engineer will advise of acceptance or rejection a minimum of three days prior to the due date. All required submittals must be satisfactory to the Engineer.

6.0 Materials

- A. Tube - The sewn Tube shall consist of one or more layers of absorbent non-woven felt fabric and meet the requirements of ASTM F1216, Section 5.1 or ASTM F1743, Section 5.2.1 The tube shall be constructed to withstand installation pressures, have sufficient strength to bridge missing pipe, and stretch to fit irregular pipe sections. Additional requirements for the Tube include:
1. The wet out Tube shall have a relatively uniform thickness that when compressed at installation pressures will equal or exceed the calculated minimum design thickness.
 2. The Tube shall be manufactured to a size that when installed will tightly fit the internal circumference and length of the original pipe. Allowance should be made for circumferential stretching during inversion. Overlapped layers of felt in longitudinal seams that cause lumps in the final product shall not be utilized.
 3. The outside layer of the Tube shall be coated with an impermeable, flexible membrane that will contain the resin and all the resin impregnation (wet out) procedure to be monitored.
 4. The Tube shall be homogeneous across the entire wall thickness containing no intermediate or encapsulated elastomeric layers. No material shall be included in the Tube that may cause delamination in the cured CIPP. No dry or unsaturated layers shall be evident.
 5. The wall color of the interior pipe surface of CIPP after installation shall be a relatively light reflective color so that a clear detailed examination with closed circuit television inspection equipment may be made.
 6. Seams in the Tube shall be stronger than the non-seamed felt material.
 7. The Tube shall be marked for distance at regular intervals along its entire length, not to exceed 5 ft. Such markings shall include the Manufacturer's name or identifying symbol. The tubes must be manufactured in the USA.
- B. Resin - The resin system shall be a corrosion resistant polyester, vinyl ester, or epoxy system including all required catalysts, initiators or hardeners that when cured within the tube create a composite that satisfies the requirements of ASTM F1216 and ASTM F1743, the physical properties herein, and those which are to be utilized in the design of the CIPP for this project. The resin shall produce a CIPP that will comply with the structural and chemical resistance requirements of this specification.

7.0 Structural Requirements

- A. The CIPP shall be designed as per ASTM F1216. The CIPP design shall assume no bonding to the original pipe wall.
- B. The Contractor must have performed long-term testing for flexural creep of the CIPP pipe material installed by his Company. Such testing results are to be used to determine the long-term, time dependent flexural modulus to be utilized in the product design. This is a performance test of the materials (Tube and Resin) and general workmanship of the installation and curing. A percentage of the instantaneous flexural modulus value (as measured by ASTM D790 testing) will be used in design calculations for external buckling. The percentage, or the long-term creep retention value utilized, will be verified by this testing. Retention values exceeding 50% of the short-term test results shall not be applied unless substantiated by qualified third party test data to the Engineer's satisfaction. The materials utilized for the contracted project shall be of a quality equal to or better than the materials used in the long-term test with respect to the initial flexural modulus used in the CIPP design.
- C. The Enhancement Factor 'K' to be used in 'Partially Deteriorated' Design conditions shall be assigned a value of 7. Application of Enhancement (K) Factors in excess of 7 shall be substantiated through independent test data to the satisfaction of the Engineer.

The layers of the cured CIPP shall be uniformly bonded. It shall not be possible to separate any two layers with a probe or point of a knife blade so that the layers separate cleanly or the probe or knife blade moves freely between the layers. If the layers separate during field sample testing, new samples will be required to be obtained from the installed pipe. Any reoccurrence may cause rejection of the work.

The following are the minimum nominal required CIPP (resin liner) thicknesses:

- A. Existing sanitary and storm sewer pipe diameter eight (8), ten (10) and (12) inch pipe- minimum nominal liner thickness six (6.0) millimeter.
- B. Existing sanitary and storm sewer pipe diameter fifteen (15) inch to eighteen (18) inch pipe- minimum nominal liner thickness seven and one half (7.5) millimeter.
- C. Existing sanitary sewer pipe and storm sewer pipe diameter twenty-one (21) inch - minimum nominal liner thickness nine (9.0) millimeter.
- D. Existing sanitary sewer pipe and storm sewer pipe diameter twenty-four (24) inch - minimum nominal liner thickness ten and one half (10.5) millimeter.

The Contractor shall calculate and verify the above referenced liner thickness requirements based on the fully deteriorated host pipe condition with a safety factor of two (2) as indicated in ASTM F 1216 design considerations. The existing pipe *shall not* be considered as providing any structural support to the liner pipe. In the liner thickness calculations, the enhancement factor (K) shall not be greater than 7.0, the minimum safety factor shall be 2.0, and the flexural modulus of elasticity shall be reduced 50% to account for long term effects

and used in the design equation EL. Actual values of pipe ovality and depth shall be used whenever possible. If ovality cannot be obtained, the minimum ovality of the host pipe shall be 5 percent. No liner will be approved for installation until liner thickness calculations have been submitted and reviewed for conformance with the specifications and installation requirements.

Only if the calculated liner thickness exceeds the above referenced requirements the Contractor shall notify the municipality Engineer and a determination shall be made as to which liner thickness shall control.

8.0 Testing Requirements

- A. Chemical Resistance - The CIPP shall meet the chemical resistance requirements of ASTM F1216. CIPP samples for testing shall be of tube and resin system similar to that proposed for actual construction. It is required that CIPP samples with and without plastic coating meet these chemical-testing requirements.
- B. Hydraulic Capacity - Overall, the hydraulic cross-section shall be maintained as large as possible. The CIPP shall have a minimum of the full flow capacity of the original pipe before rehabilitation. Calculated capacities may be derived using a commonly accepted roughness coefficient for the existing pipe material taking into consideration its age and condition.
- C. CIPP Field Samples - When requested by the Engineer, the Contractor shall submit test results from field installations in the USA of the same resin system and tube materials as proposed for the actual installation. These test results must verify that the CIPP physical properties specified herein have been achieved in previous field applications. Samples for this project shall be made and tested as Follows:

CIPP samples shall be prepared for each installation designated by the Owner/Engineer or approximately 20% of the project's installations. Pipe physical properties will be tested in accordance with ASTM F1216 or ASTM F1743, using either sampling method proposed. The flexural properties must meet or exceed the values listed in Table 1 of ASTM F1216 or the values submitted to the Owner/Engineer by the Contractor for this project's CIPP wall design, whichever is greater.

9.0 Required Submittals

Submit to the Engineer, for approval, product data and catalogue cuts for all materials used in the installation of the CIPP, prior to ordering of material. Submittals shall contain:

1. Date of submittal and dates of previous submittals.
2. Project title and number.
3. Contract identification.
4. Names of:

- a. Contractor
- b. Supplier
- c. Manufacturer
5. Identification of product, with identification numbers, and drawing and specification section numbers.
6. Field dimensions, clearly identified.
7. Identify details required on drawings and in specifications.
8. Show manufacturer and model number, give dimensions, and provide clearances.
9. Relation to adjacent or critical features of work or materials.
10. Applicable standards, such as ASTM or Federal Specification numbers.
11. Identification of deviations from Contract Documents.
12. Identification of revisions on resubmittals.
13. Eight-inch by 3-inch blank space for Contractor and Engineer stamps.
14. Contractor's stamp, signed, certifying to review of submittal, verification of products, field measurement, field construction criteria, and coordination of information within submittal with requirements of work and Contract Documents.

All of the above noted submittal process is incidental to work performed.

10.0 Sequence of Operations

The contractor shall coordinate his work in a manner that will cause as little inconvenience to traffic as possible. The Contractor shall work closely with municipality Officials, Fire, Police Departments and other Contractors in coordinating interruption to normal traffic and parking facilities, access to homes and businesses, and inconvenience to the public.

The proposed work sequence for the Contractor follows:

1. The proposed sewer main pipe locations and conditions have been determined from the available records. It is the Contractor's responsibility to review the available records, obtain additional new video records for evaluation of existing sewer system condition, field verify locations, elevations and diameters of all to be lined sewer pipes prior to ordering the appropriate materials.
2. Clean existing manholes and sewer lines to condition necessary for proper installation of lining material, including root cutting, removal of debris and other protruding obstructions.
3. Rehabilitate existing sewer systems.
4. Reinstate and reconnect active sewer service connections

If the Contractor proposes a different work schedule than outlined above, the Engineer's written approval of the modified schedule must be obtained in advance.

11.0 Material Storage and Removal

The Contractor shall not deliver and store any material on the project site more than one week in advance before commencing with this work. Paved portions of the street may be used for material storage and the exact material storage location shall be approved by the Engineer.

Any remnants of construction materials, debris and litter generated by the Contractor shall be collected and removed off the jobsite every day or the same day if requested by the Engineer. Any required pavement repair and parkway restoration (sodding), due to the damage caused by on-site material storage, shall be borne by the Contractor and be considered incidental to the contract.

12.0 Quality Assurance

Codes and Standards references:

1. Illinois Department of Transportation
 - a. Standard Specifications for Road and Bridge Construction (Current Edition) (IDOTSPECS).
 - b. Illinois Department of Transportation. Bureau of Design. Highway Standards (ILHWSTDS).
 - c. Illinois Department of Transportation. Bureau of Local Roads.
 - d. BLR Standard 17-3 - Standard Design Typical Application of Traffic Control Devices for Day Labor Construction on Local Highways.
 - e. BLR Standard 21-6 - Standard Design Typical Application of Traffic Control Devices for Contract Construction on Local Highways.
2. Standard Specifications for Water & Sewer Main Construction in Illinois, latest edition (SS W&S).
3. Metropolitan Water Reclamation District of Greater Chicago (MWRD) requirements if applicable to Municipality.
4. American Society for Testing and Materials (ASTM) F 1743, latest edition.
5. ASTM Standard F 1216 "Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube" latest edition.
6. Local municipal improvement codes.

13.0 Work Quality Inspection

As part of post lining testing, the Contractor may be requested by the Engineer to open manholes for field inspection and/or "punch list" generation at no additional cost to the municipality when project is complete.

14.0 Existing Sewer System Condition Evaluation-Prior to Lining Work

The existing sewer main pipe condition and sewer service pipe locations have been determined from the available records. Each Governmental Agency will provide manhole to manhole lengths, pipe sizes and location maps. However, it is the Contractor's responsibility to re-inspect the condition of the existing sewer system. The interior of the

sewer pipe and service connections shall be carefully inspected to determine the location of any conditions that may prevent proper installation of the impregnated tube, such as defective (protruding) service connections collapsed or crushed pipe and reductions in ovality of more than ten (10%) percent. These conditions shall be recorded and brought to the attention of each municipality so that they may be corrected prior to lining. The Owner reserves the right to review pre-lining recordings prior to lining.

The Contractor shall use experienced National Association of Sewer Service Companies (NAASCO) Pipeline Assessment Certification Program trained and certified personnel (and provide their name and certification number) in the use of closed circuit television in existing sewer systems, which shall furnish the necessary labor, tools, equipment, and appurtenances to perform the sewer televising services as specified. The television inspection equipment and procedures used shall comply, but are not limited, with the following:

1. The sewer inspections shall be recorded digitally directly on Thumb drives. Recording playback shall be at the same speed that it was recorded. Cost of supplying two DVD's or thumb drives and reports to the municipality shall be included in the bid's unit price. A complete recording shall be made of each line televised. A voice recording shall be done on the DVD.
2. Location of sewer lines inspected using manhole number (sanitary sewer) and street addresses (storm sewer);
3. Quadrant location of all leaks and cracks;
4. Size (diameter) of sewer line televised;
5. Location of building service connections;
6. The footage and manhole numbers shall appear on the screen at all times;
7. All inspections shall begin at the center of the beginning manhole and conclude at the center of the ending manhole. Pull-back any additional slack and reset camera counter to zero.
8. Television Inspection logs shall be reported in the sequence as they appear on the thumb drives;
9. The sewer televising camera shall have the capability of a rotating lens. While televising the sewer pipe, the Contractor will rotate the camera so as to look in the service and determine if the service is capped or active (in service). This shall also be reflected in the reports. (i.e. capped or live)
10. The Contractor will increase the skirts on the camera to the proper size so that camera is in the center of the sewer pipe.
11. Deep sags are to be dewatered so that proper television inspection can be performed.
12. Utilize blowers, fans or other means to force out steam from the sewers as needed to provide a clear image of the pipe condition.
13. Move the camera at a speed no greater than 30 feet per minute, stopping at all defects and points of infiltration. Pan as necessary to permit proper documentation of the sewer's condition.
14. If camera cannot be viewed for any reason, clean lens as needed.
15. Any point repairs necessary prior to lining shall either be handled by the municipality directly.

16. Two (2) business weeks minimum notice to be provided to the Government Agency to either perform repair or obtain contractor to perform repair.
A Government Agency shall inform contractor as soon as practical of intent to repair. Governmental Agency reserves right not to line segment(s) needing repairs.
17. Provide verbal commentary of the sewer inspection for the entire length of inspection. This is utilized as a cross-check against written logs and is useful as a reminder of which sewer is being televised.

Any deviation from the location and/or quantity indicated in bid documents shall be noted and brought to the attention of the Engineer, so that the bid quantities may be adjusted prior to commencing with any sewer repair/lining work.

15.0 Sewer Pipe Cleaning

The existing sewer pipes shall be cleaned with hydraulically powered equipment, high velocity jet cleaners or mechanically powered equipment. All internal debris, tree roots and other obstructions shall be removed from the existing (to be lined) sewer pipe. The Contractor shall intercept all debris from the pipe cleaning process at a point within the work zone so that no debris is allowed to travel downstream through the sewer system. Debris captured and removed from the sewer system shall be transported and disposed of in a lawful manner.

Cleaning and Heavy Cleaning, including capture, removal, disposal of debris shall be included in the base (sewer lining) unit price, and shall be performed by the Contractor at no additional cost to each Government Agency.

16.0 Sewer Flow Bypassing

Sewer flows will occur during the sewer pipe repair/lining work. It shall be the responsibility of the Contractor to plan and execute, where necessary, sewer bypass pumping operations sufficient to avoid causing sewer back-ups for each municipality residential and commercial customers and to avoid illegal discharge onto land or into waterways.

Contractor shall ensure that all bypass hoses are in good, working condition, not damaged, i.e., leaking. The contractor shall also supply adequate hose length to reach the next downstream manhole prior to commencing such work. In the event that bypass hoses need to cross the roadway, the contractor will need to furnish traffic ramp and bump signage in both directions along with standard Traffic Control and Protection.

The pump and bypass lines shall be of adequate capacity and size to handle the sewer flow. The Contractor shall be responsible for proper scheduling of all work, taking into consideration the possibility of rapid increases in flow resulting from rainfall and other natural events, and shall be fully prepared for all adverse conditions that may arise.

Each Governmental Agency approval is required for any bypass pumping operation that goes beyond normal working hours. The contractor is responsible for maintaining the pump, and all appurtenances including lines at all times during a bypass operation.

The cost associated with sewer bypassing shall be considered incidental to the cost of the contract. The Contractor shall bear all costs arising from failure to anticipate bypass pumping needs, including, but not limited to the emergency stoppage of work, remobilization, removal and replacement of damaged work, emergency response by municipality personnel and compensation for damage to public and private property.

17.0 Corrective Work

Any lining installation that fails to meet performance standards as identified herein, or contains other significant defects shall be subjective to corrective action.

Each Government Agency shall notify in writing of any work that is rejected, and shall specify the reasons for rejection. Within 10 days of receiving notice of rejected work, the Contractor shall submit a written proposal to the Government Agency detailing the proposed corrective action for each item of rejected work. The Contractor shall not proceed with corrective action until the Engineer has approved the proposed corrective action. All corrective work must meet the standards and specifications set forth in this contract.

If determined that the existing sewer service is damaged by cutting of the liner, the municipality will allow the use of Performance Pipelining Tee-Liner process or the municipality Engineer approved equal for service restoration.

If it appears that there is no acceptable alternative for sewer repair, the municipality may require the Contractor to remove all or a portion of the defective lining and install new lining in place. All expenses for a defective sewer repair/relining work and material shall be borne by the Contractor.

18.0 Prosecution and Progress

The Contractor shall complete all work under this Contract no later than **August 30, 2016**. Failure to complete the work will result in liquidated damages as specified in Section 108 of the Standard Specifications (IDOTSPECS).

19.0 Contractor's Use of Premises

1. Coordinate use of premises under direction of Engineer.
2. Assume full responsibility for protection and safekeeping of products under this Contract.
3. Obtain and pay for use of additional storage or work areas needed for operations at no additional cost to Owner.
4. Conduct operations to ensure least inconvenience to general public.

5. See Appendix A for each municipality's additional input on local parking plan.

20.0 **Pre-Construction Meeting**

A pre-construction meeting with the Contractor will be held with each municipality to discuss all issues pertaining to this project. The contractor is requested to bring the following information to this meeting:

1. The Contractor's proposed construction schedule.
2. Name of sub-contractors (if applicable) involved in these projects.
3. Name of Project Manager.
4. Name of individual responsible for traffic control and maintenance
5. Emergency and Non-emergency Contact info including emails and phone numbers.

21.0 **Weekly Meetings**

Regular weekly meetings between the Contractor Project Manager and the Engineer are required. The proposed Contractor's working schedule for the next two (2) weeks shall be submitted to the Engineer during each meeting. If any modifications to the proposed schedule are requested by the Engineer, the Contractor shall adjust his proposed schedule accordingly.

22.0 **Protection of Trees**

Every effort shall be made by the Contractor when working near trees and shrubs to preserve same from harm. No trees or shrubs shall be removed unless so indicated on the Plans or as authorized in the field by the Engineer. The Contractor shall be responsible for damage to or loss of any tree or shrub not specifically designated to be removed.

Damage to tree limbs shall be held to a minimum. Shrubs and tree limbs shall be tied back wherever necessary to prevent their loss or damage. Wherever damage by construction equipment to limbs and branches is unavoidable, they shall be pruned before starting work and sealed in accordance with best forestry practice.

No pruning of tree limbs or branches will be allowed without the written permission from the Engineer. If pruning is necessary and approved, it will be done by an approved licensed landscape contractor, if the Engineer deems it is necessary. The Contractor shall contact the Engineer at least 24 hours prior to his need to prune. Tree protection shall be incidental to the Contract.

23.0 **Safety**

The Contractor shall comply with State, Local, MWRD and Federal Safety and Health regulations applicable to the work being performed including OSHA approved confined space entry procedures. Prior to entering access areas such as manholes, and performing inspection or cleaning operations, an evaluation of the atmosphere to determine the

presence of toxic or flammable vapors or lack of oxygen must be undertaken in accordance with Local, State, or Federal Safety regulations.

The cost associated with the above referenced safety precautions shall be considered incidental to the cost of the contract.

24.0 Water Usage

See Appendix A for each municipality's additional input on local water usage plan.

25.0 Pay Estimates

Each Government Agency will provide a spreadsheet that will list the segments and sewer pipe lengths to be lined. The contractor shall submit any changes at time of submittal of pay estimates, and two week schedules. The spreadsheet shall include at a minimum, the following items: unique sewer line segment (provided by Government Agency), street name (from – to); segment (from manhole to manhole); actual length; size of pipe; unit cost; service connections reinstated; protruding taps. The items mentioned above are in addition to other required submittals, i.e., certified payroll, waivers of lien, invoice, and electronic payout form (provided by each Government Agency.)

26.0 Payout Procedures

Each Government Agency payout procedure schedule will be submitted to the contractor at the preconstruction meeting. A monthly pencil draw meeting must be held between the contractor's representative and each municipality project manager to agree on the quantities to be submitted for payment. If a pencil draw meeting is not held, the project manager will submit to the contractor the latest quantities measured by municipality staff and those numbers must be used for the current billing period. If the contractors submitted quantities are different than those agreed to or submitted to each municipality, the municipality will proceed with the invoice approval of the lesser amount per line item (either the contractor's itemized invoice or the inspected and approved item quantity by the municipality inspectors) for payment. In no case, will the line item invoice payment exceed the inspected and approved quantity per municipality inspection requirements.

Applications for payment must be submitted on a Government Agencies approved itemized invoicing form that includes pay item descriptions, original contract quantities and unit prices, previous, current and total quantity summaries, and approved change orders. Other required submissions include the current waivers of lien, contractor's affidavits, contractor's sworn statement, certified payroll report, and any other documents or invoice paperwork as requested by each municipality.

Any questions pertaining to payments are to be forwarded to the municipal project manager or the Engineer. Contractors shall not call each Government Agencies Finance Department with questions regarding pay applications. The pay application process is approximately six weeks from the pencil draw meeting to the issuance of checks. All checks will be mailed and no allowances will be made to hold checks for pickup.

27.0 Payment for Extra Work

The methods for measurements and payments for Extra work shall be in accordance with the applicable articles of Section 109 of the Standard Specifications.

Extra work shall not be started until authorization from the Engineer is received. Extra work will be paid for at either the contract price, a lump sum price or agreed unit prices, or on a force account basis.

If a force account basis method for payment is used, than the procedures outlined in the Illinois Department of Transportation Construction Memorandum 08-09: Force Account Billing, dated January 1, 2008 shall be followed by the Contractor.

As indicated in the above referenced Memorandum particular attention should be paid to the following:

1. Each day the force account is being performed Form BC 635; Extra Work shall be completed and submitted to the Engineer.

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2. The most recent edition of Equipment Watch's Rental Rate Blue Book will be used as the source of equipment rates for force account billing.

28.0 Metropolitan Water Reclamation District ("MWRD")

If applicable, The MWRD Permit section field office (708/222-4055) must be notified at least two days prior to commencement of work.

When access to MWRD manhole is required the MWRD manhole opening shall be coordinated with Mr. Roscoe Hardeman (312-497-9472) of MWRD. Any MWRD manholes shall be identified at the pre-bid meeting.

29.0 Public Advisory

A minimum of two weeks prior to commencing with sewer repair/lining work the Contractor shall coordinate with each municipality to provide general public notice of the work to be done.

Public advisory services will be required to notify all parties not less than 48 hours in advance whose sewer services will be out of commission and to advise against water usage until the sewer service is back in service. This is the responsibility of the Contractor. Written notices must be approved by each municipality prior to publication, and must contain specific information as to when the sewer service disruption will begin and end.

No customer shall be deprived of sanitary sewer service for more than eight consecutive hours unless approved by the Engineer.

The Contractor shall assume responsibility and liability for any sewer backups or other damages sustained by residents or businesses as a result of testing, cleaning, lining or any other part of the work. The Contractor shall arrange and pay for professional cleaning and/or repair services where required at no additional cost to the municipality. The foregoing assumption of responsibility and liability will be waived by the Owner in the case of backups caused by the failure to reinstate laterals erroneously determined to be abandoned by the Owner.

"No Parking - Police Order" signs are available upon request at the office of the Engineer. All such notices shall be removed by the Contractor immediately upon the completion of work in each block. The cost associated with public advisory shall be considered incidental to the cost of the contract.

30.0 Hours of Construction

No work shall be done Monday thru Friday between 7:00 P.M. and 7:00 A.M., nor on Saturdays, Sundays, or legal holidays without written permission of Owner. However, emergency work may be done with permission from Engineer. Work activity, as intended herein, includes warming or starting up of any machinery or engines.

31.0 Protection of Environment

The protection of environment shall include:

1. Contractor, in executing work, shall maintain work areas on- and off-site free from environmental pollution that would be in violation of any federal, state or local regulations.
2. Take adequate measures to prevent impairment of operation of existing sewer systems. Prevent construction material, earth, or other debris from entering sewers or sewer structures.
3. Observe rules and regulations of State of Illinois and agencies of U.S. government prohibiting pollution of any lake, stream, river or wetland by dumping of refuse, rubbish, dredge material or debris therein.
4. Comply with procedures outlined in U.S. EPA manuals entitled, "Guidelines for Erosion and Sedimentation Control Planning and Implementation," Manual EPA-R2-72-015 and "Processes, Procedures, and Methods to Control Pollution Resulting from All Construction Activity," Manual EPA 430/9-73-007.
5. Dispose of excess excavated material and other waste material in a lawful manner.
6. Minimize air pollution by wetting down bare soils during windy periods, requiring use of properly operating combustion emission control devices on construction vehicles and equipment used by Contractors, and encouraging shutdown of motorized equipment not actually in use.
7. Trash burning will not be permitted on construction site.
8. Chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant, or of other classification, must show approval of either U.S. EPA or U.S. Department of Agriculture or any other applicable regulatory agency.
9. Use of such chemicals and disposal of residues shall be in conformance with manufacturer's instructions.
10. Conduct operations to cause least annoyance to residents in vicinity of work, and comply with applicable local ordinances.
11. Equip compressors, hoists, and other apparatus with such mechanical devices as may be necessary to minimize noise and dust.
12. Equip gasoline or oil operated equipment with silencers or mufflers on intake and exhaust lines
13. Line storage bins and hoppers with material that will deaden sounds.
14. Conduct operation of dumping rock and of carrying rock away in trucks so as to cause minimum of noise and dust.

32.0 Clarification

All here-in referenced conditions and items: Pre-Construction and Weekly Coordination Meetings, Maintenance Bond, Notifications, Coordination with other Contractors, Work Scheduling and Phasing, Sewer Flow bypassing, Dirt and Dust Control, Safety, Pre-lining and Post lining sewer evaluation, 2 thumb drives with 2 reports, Corrective work, etc. are

considered incidental to the contract and shall be included in the sewer lining work unit price.

SPECIAL PROVISIONS CURED-IN-PLACE PIPE

It is the Contractor's responsibility to inspect the condition of the existing sewer system after all sewer repair/lining work is complete.

The Contractor shall use experienced National Association of Sewer Service Companies (NAASCO) Pipeline Assessment Certification Program trained and certified personnel (and provide their name and certification number) in the use of closed circuit television in existing/repaired sewer systems, which shall furnish the necessary labor, tools, equipment, and appurtenances to perform the sewer televising services as specified. The television inspection equipment and procedures used shall comply, but are not limited, with the following:

1. The sewer inspections shall be recorded digitally on thumb drives or on DVD as required by each municipality. Recording playback shall be at the same speed that it was recorded. A complete recording shall be made of each line televised. A voice recording shall be done on thumb drives. Village of Lombard requires thumb drives.
2. Location of sewer lines inspected using manhole number (sanitary sewer) and street addresses (storm sewer)
3. Post lining television inspection shall include rotating the lens to inspect all reinstated sewer services. Inspection of service opening shall be of the liner cutting to determine if opening is sufficient. If determined that the existing service is damaged by cutting of the liner, the municipality will allow the use of Performance Pipelining Tee-Liner process or municipality Engineer approved equal for restoration.
4. Location of building service connections.
5. The footage and manhole numbers shall appear on the screen at all times.
6. Television Inspection logs shall be reported in the sequence as they appear on the DVD's.
7. The Contractor will increase the skids on the camera to the proper size so that camera is in the center of the sewer pipe.
8. Deep sags are to be dewatered so that proper television inspection can be performed.

Other incidental and measure of payment requirements to the cured-in-place pipe lining include:

1. Mobilization and site preparation.
2. Existing sewer system televising and cleaning before lining process
3. Televising of sanitary and storm sewer to determine installed conditions.
4. Placement of lining material within sanitary and/or storm sewer.
5. All manhole connections shall be water tight.
6. Flow control, including bypass pumping, if required.
7. Reinstatement and reconnection of active sewer service connections.
8. CCTV Examination: Televis interior of pipe after completion of work and provide DVD to Engineer. Use pan and tilt color 3 lux camera to view the sewer service lateral connections.
9. Sewer testing and internal inspections of installation.
10. Pavement damage and restoration.

11. Parkway damage and restoration.
12. Cleanup.
13. Other appurtenant and incidental work.
14. Traffic control and protection by contractor.

15. Each thumb drive will be permanently labeled with the following information.
 - a. Job/Work Order No.:
 - b. Contractor Name:
 - c. CD No.:
 - d. Date Televised:
 - e. Date Submitted:
 - f. Street/Easement (Location):
 - g. Upstream MH
 - h. Downstream MH
16. Data shall be configured according to the definitions and database structures included in this specification. Video must be able to be viewed using Windows Media Player 9 Series and have the ability to use all features of the video player including fast forward capability.
17. Measure sewer in linear feet (lf) on straight horizontal line along centerline of sewer. Do not include distance through manholes in measurement.

Pre-lining sewer condition evaluation information and post-lining sewer condition evaluation information shall be recorded on the same thumb drive. Cost of supplying two thumb drives copies and reports to each Government Agency shall be included in the sewer lining work unit price.

Basis of Payment – Cured-In-Place Pipe

Payment shall be made for the contract unit price per lineal foot for CURED IN PLACE PIPE – STORM OR SANITARY SEWER LINING of the diameter specified, which price shall be in full for pre-cleaning, labor, material, testing and equipment required for complete and operational existing sewer main rehabilitation.

**SPECIAL PROVISION FOR
REINSTATEMENT OF SERVICE LATERALS –
STORM OR SANITARY SEWER**

The reinstatement of service laterals shall include the costs of:

1. Site Preparation.
2. Protecting existing utilities, site objects and new work.
3. Contractor shall certify a minimum of two complete functional cutters plus key spare components are on the job site before each installation.
4. Re-open branch connections without excavation, utilizing a remotely controlled cutting device, monitored by a CCTV.
5. Branch (service) connections shall be re-established at a minimum of 95% of the flow capacity and shall be wire brushed smooth, without damaging PVC services, to full diameter of openings.
6. If it is determined that the existing service is damaged by cutting of the liner, the Engineer will allow the use of Performance Pipelining Tee-Liner process, or approved equal method, for service restoration. No additional compensation will be provided for the required service repair work.
7. No additional payments will be made for excavations for the purpose of reopening connections and the Contractor shall be responsible for all costs and liability associated with such excavation and restoration work.
8. Cleanup.
9. Collect all re-instatement coupons at the next downstream manhole. **Engineer shall be given opportunity to witness collection of coupons. Contractor shall give adequate notice of one (1) hour or more to Engineer. Contractor is to dispose of all coupons. No additional compensation will be allowed.**
10. All excess lining material is to be removed from the sewer system.
11. Other appurtenant and incidental work.
12. General requirements of sections listed.
13. Traffic control and protection.
14. Unless otherwise directed by the Owner or his authorized representative, all active laterals will be reinstated. The Owner reserves final authority to determine if laterals are active or abandoned and to omit the reinstatement of laterals determined to be abandoned.

Basis of Payment – Reinstatement of Service Laterals

Include cost of work listed herein in unit price each for REINSTATEMENT OF SERVICE LATERALS – STORM OR SANITARY SEWER which price shall be in full for labor, material, testing and equipment required for complete and operational sewer main rehabilitation

**SPECIAL PROVISION FOR -
PROTRUDING TAP REMOVAL**

The protruding tap removal shall include the costs of:

1. Site Preparation.
2. Protecting existing utilities, site objects and new work.
3. Removal of protruding taps utilizing a remotely controlled cutting device.
4. CCTV record image of before and after tap removal.
5. Cleanup.
6. Other appurtenant and incidental work.
7. General requirements of sections listed.
8. Traffic control.

Basis of Payment – Protruding Tap Removal

Include cost of work listed herein in unit price each for PROTRUDING TAP REMOVAL which price shall be in full for labor, material, testing and equipment required for complete and operational sewer main rehabilitation.

**SPECIAL PROVISION FOR -
END SEAL MANHOLE GASKET
HYDROPHILIC END SEAL GASKETS**

Installation of the End Seal Manhole Gasket or Hydrophilic End Seal Gaskets is to be done in accordance per manufacture specifications and by an authorized contractor.

*DuPage County has estimated approximately gaskets of various sizes:

- 2 – 24”
- 2 – 15”
- 2 – 10”
- 6 – 12”
- 48 – 8”

*Bartlett has estimated approximately 113 gaskets of various sizes.

*These are in the Supplemental Items of Schedule of Prices.

Insignia End Seals by LMK Technologies or equivalent as determined by the Government Agencies.

Shop drawings and specifications may be submitted to individual Government Agencies for approval. Any substitutions shall be approved by the Government Agency in writing.

Basis of Payment – End Seal Manhole Gasket

Include cost of work listed herein in unit price each for END SEAL MANHOLE GASKET – STORM OR SANITARY SEWER which price shall be in full for labor, bypassing, material, testing and equipment required for complete installation.

TRAFFIC CONTROL PLAN

Effective: September 30, 1985

Revised: January 1, 2007

Traffic Control shall be according to the applicable sections of the Standard Specifications, the Supplemental Specifications, the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways", any special details and Highway Standards contained in the plans, and the Special Provisions contained herein.

Special attention is called to Article 107.09 of the Standard Specifications and the following Highway Standards, Details, Quality Standard for Work Zone Traffic Control Devices, Recurring Special Provisions and Special Provisions contained herein, relating to traffic control.

The Contractor shall contact the Engineer 48 hours in advance of beginning work for any lane closures.

STANDARDS: 701601-09, 701701-09, 701901-04

DETAILS: TC-10 Traffic control and protection for side roads, intersections and driveways

SPECIAL PROVISIONS:

Work Zone Traffic Control (LRS#3)

Flaggers in Work Zones (LRS #4)

METHOD OF MEASUREMENT: All traffic control indicated on the traffic control plan details and specified in the Special Provisions will be measured for payment on a lump sum basis.

BASIS OF PAYMENT: All Traffic Control and Protection for this project shall be included in the cost of each pay item.

APPENDIX A:
Additional Municipality-specific Information

Lombard

Project Manager – David Trais, Civil Engineering Technician, 630-705-4258,
traisd@villageoflombard.org

Local Parking Plan – overnight parking available at Public Works Facility located at:
1051 S. Hammerschmidt Avenue.

Local Water Plan – the Village of Lombard will allow water to be obtained from Village-owned hydrants, as approved by the project manager. The Contractor must obtain a permit and make a refundable deposit (up to \$2,000), install portable water meter/backflow device and maintain a record of water quantity used (no cost for water).

Maps – see segment list and maps attached.

Bensenville

Project Manager – Mehul Patel, Assistant Director of Public Works-Engineering Division, 630-594-1196 mpatel@bensenville.il.us

Local Parking Plan – overnight parking is not available.

Local Water Plan – Water is available at the Public Works Facility located at 717 E. Jefferson Street. No charge for water. Contractor will need to provide initial and final readings.

Maps – see segment list and maps attached.

Bartlett

Project Manager – Dan Dinges, P.E., Director of Public Works, 630-837-0811
ddinges@vbartlett.org

Local Parking Plan - Overnight parking is available at the Public Works Facility

Local Water Plan – Water is available at the Oneida Water tower, which is in close proximity to the area that contractor, will be lining.

Debris can be hauled to PW.

Maps – See maps attached

APPENDIX A (cont...):
Additional Municipality-specific Information

DuPage County

Project Manager – Sean Reese, Manager of Public Works Operations, 630-985-7400
Sean.Reese@dupageco.org

Local Parking Plan - Overnight parking is available at the Public Works Facility located at: 9S271 Nantucket, Darien, IL. Overnight parking is available at 17W440 Frontage Rd. Darien.

Local Water Plan – Water is available at the Public Works Facility located at: 9S271 Nantucket, Darien, IL

N/C is required for water meter rental, daily usage fee or administration fee.

Off-Site Dump Facility:
County of DuPage
Department of Public Works
Woodridge-Greene Valley Vacuum Truck Wastewater Treatment Plant
7900 S. Route 53, Woodridge, IL.

A dump fee in the amount of: \$30/CY to the contractor based on truck size

Manifest documents need to be filled out by haulers to dump at these sites, see attached.

Maps – see segment list and maps attached.

APPENDIX B

DOCUMENTS TO RETURN WITH BID SUBMISSION
(PAGES 41-46)

CONTRACTOR REFERENCES

Please list below five (5) references for which your firm has performed similar work for municipalities as identified in Bidder Qualifications.

Municipality: _____
Address: _____
City, State, Zip Code: _____
Contact Person/
Telephone Number: _____
Dates of Service/Award
Amount: _____

Municipality: _____
Address: _____
City, State, Zip Code: _____
Contact Person/
Telephone Number: _____
Dates of Service/Award
Amount: _____

Agency: _____
Address: _____
City, State, Zip Code: _____
Contact Person/
Telephone Number: _____
Dates of Service/Award
Amount: _____

Agency: _____
Address: _____
City, State, Zip Code: _____
Contact Person/
Telephone Number: _____
Dates of Service/Award
Amount: _____

Agency: _____
Address: _____
City, State, Zip Code: _____
Contact Person/
Telephone Number: _____

Dates of Service/Award _____
Amount: _____

DISQUALIFICATION OF CERTAIN BIDDERS

PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or subcontract, for a stated period of time, from the date of conviction or entry of a plea or admission of guilt, if the person or business entity,

1. has been convicted of an act committed, within the State of Illinois or any state within the United States, of bribery or attempting to bribe an officer or employee in the State of Illinois, or any State in the United States in that officer's or employee's official capacity;
2. has been convicted of an act committed, within the State of Illinois or any state within the United States, of bid rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act 15 U.S.C.;
3. has been convicted of bid rigging or attempting to rig bids under the laws of the State of Illinois, or any state in the United States;
4. has been convicted of bid rotating or attempting to rotate bids under the laws of the State of Illinois, or any state in the United States;
5. has been convicted of an act committed, within the State of Illinois or any state in the United States, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and Clayton Act 15 U.S.C. Sec. 1 et seq.;
6. has been convicted of price-fixing or attempting to fix prices under the laws of the State of Illinois, or any state in the United States;
7. has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois or in any state in the United States;
8. has made an admission of guilt of such conduct as set forth in subsection (A) through (F) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to;
9. has entered a plea of nolo contendere to charges of bribery, price fixing, bid rigging, bid rotating, or fraud; as set forth in subparagraphs (A) through (F) above.

Business entity, as used herein, means a corporation, partnership, limited liability company trust, association, unincorporated business or individually owned business.

(Please sign bid form indicating compliance)

ANTI-COLLUSION AFFIDAVIT AND CONTRACTOR'S CERTIFICATION

_____, being first duly sworn,

deposes and says that he is _____
(Partner, Officer, Owner, Etc.)

of _____
(Contractor)

The party making the foregoing proposal or bid, that such bid is genuine and not collusive, or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person; to fix the bid price element of said bid, or of that of any other bidder, or to secure any advantage against any other bidder or any person interested in the proposed contract.

The undersigned certifies that he is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating.

(Name of Bidder if the Bidder is an Individual)
(Name of Partner if the Bidder is a Partnership)
(Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed a sworn to before a notary public.
Subscribed and Sworn to this ____ day of _____, 2016

Notary Public

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

CONFLICT OF INTEREST

_____, hereby certifies that

it has conducted an investigation into whether an actual or potential conflict of interest exists between the bidder, its owners and employees and any official or employee of a Municipality identified herein.

Bidder further certifies that it has disclosed any such actual or potential conflict of interest and acknowledges if bidder has not disclosed any actual or potential conflict of interest, the Village of Lombard may disqualify the bid or the affected the Municipality may void any award and acceptance that the Municipality has made.

(Name of Bidder if the Bidder is an Individual)
(Name of Partner if the Bidder is a Partnership)
(Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed a sworn to before a notary public.
Subscribed and Sworn to this ____ day of _____, 2016

Notary Public

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

TAX COMPLIANCE AFFIDAVIT

_____, being first duly sworn,

deposes and says that he is _____
(Partner, Officer, Owner, Etc.)
of _____
(Contractor)

The individual or entity making the foregoing proposal or bid certifies that he is not barred from contracting with the any of the Municipalities identified herein because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act. The individual or entity making the proposal or bid understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the contract and allows the municipality to recover all amounts paid to the individual or entity under the contract in civil action

(Name of Bidder if the Bidder is an Individual)
(Name of Partner if the Bidder is a Partnership)
(Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and Sworn to this ____ day of _____, 2016

Notary Public

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

SUB-CONTRACTOR INFORMATION

(ATTACH ADDITIONAL PAGES AS NEEDED)

Name: _____ **# Years in Business:** _____

Address: _____ **# Years used by Contractor:** _____

Services provided by Sub-Contractor: _____

.....

Name: _____ **# Years in Business:** _____

Address: _____ **# Years used by Contractor:** _____

Services provided by Sub-Contractor: _____

.....

Name: _____ **# Years in Business:** _____

Address: _____ **# Years used by Contractor:** _____

Services provided by Sub-Contractor: _____





Exhibit D

2016 Sanitary Sewer Lining Bid Tab

DATE:	4/6/16	TIME:	9:00 AM	DOCUMEI:	REF 2016 103 SEWER LINING	NAME & ADDRESS OF BIDDER	BARTLETT	QUANTITY		UNIT		PRICE		REVISD TOTAL		ADDITIONAL QUANTITY		ADDITIONAL COST		HOERR CONSTRUCTION, INC. 1601-D W. LUTHY DR. PEORIA, IL 61612	UNIT PRICE		TOTAL		MICHEL'S CORPORATION P.O. BOX 128 BROWNSVILLE, WI 53006	UNIT PRICE		TOTAL		S.A.K. 864 HOFF ROAD O'FALLON, MO	UNIT PRICE		TOTAL		AVERAGE	UNIT PRICE		TOTAL	
NO	ITEM	UNIT	PRICE	TOTAL	QUANTITY	UNIT PRICE	TOTAL	QUANTITY	UNIT PRICE	TOTAL	ADDITIONAL QUANTITY	ADDITIONAL COST	REVISD TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL						
1	CURED-IN-PLACE 8"	LF	6.122		6.122	\$21.60	\$132,235.20				2000	\$43,200.00	\$175,435.20	\$25.80	\$157,947.60	\$27.00	\$165,294.00	\$27.25	\$166,824.50	\$25.41	\$155,575.33																		
2	CURED-IN-PLACE 10"	LF	1.607		1.607	\$28.20	\$45,317.40				988	\$27,861.60	\$73,179.00	\$30.00	\$48,210.00	\$26.00	\$41,782.00	\$31.25	\$50,218.75	\$28.86	\$46,382.04																		
3	CURED-IN-PLACE 12"	LF	0		0	\$29.00	\$0.00						\$0.00	\$33.00	\$0.00	\$40.00	\$0.00	\$0.00	\$44.75	\$0.00	\$36.69	\$0.00																	
4	CURED-IN-PLACE 15"	LF	2.664		2.664	\$38.25	\$101,898.00				300	\$11,475.00	\$113,373.00	\$51.00	\$135,864.00	\$41.00	\$109,224.00	\$74.50	\$198,468.00	\$51.19	\$136,363.50																		
5	CURED-IN-PLACE 24"	LF	0		0	\$182.00	\$0.00						\$0.00	\$115.00	\$0.00	\$109.00	\$0.00	\$0.00	\$132.50	\$0.00	\$134.63	\$0.00																	
6	PROTRUDING TAP REMOVAL	EA	21		21	\$360.00	\$7,560.00						\$7,560.00	\$250.00	\$5,250.00	\$192.00	\$4,032.00	\$350.00	\$7,350.00	\$288.00	\$6,048.00																		
7	RE-INSTATEMENT OF SERVICE	EA	210		210	\$75.00	\$15,750.00						\$15,750.00	\$75.00	\$15,750.00	\$110.00	\$23,100.00	\$50.00	\$10,500.00	\$77.50	\$16,275.00																		
TOTAL BASE BID AS-READ:													\$861,684.40																										
TOTAL BASE BID BARTLETT QUANTITIES													\$363,021.40																										
TOTAL BASE BID AS-READ:													\$861,684.40																										
TOTAL BASE BID BARTLETT QUANTITIES													\$363,021.40																										
NO	Supplemental Unit Prices																																						
1	END SEAL GASKETS	EA	113		113	\$88.75	\$10,028.75				35	\$3,106.25	\$13,135.00	\$120.00	\$13,560.00	\$105.00	\$11,865.00	\$140.00	\$15,820.00	\$113.44	\$12,818.44																		
2	DUPAGE COUNTY	LS	0		0	\$23,654.00	\$0.00						\$0.00	\$27,346.00	\$0.00	\$88,356.50	\$0.00	\$27,715.03	\$0.00	\$41,767.88																			
SUPPLEMENTAL BID ITEM NOS. 1 AND 2 AS-RE													\$13,560.00																										
TOTAL SUPPLEMENTAL BID BARTLETT QUANTITY													\$398,432.20																										
Revised Total:													\$13,865.00																										
Revised Total:													\$15,820.00																										

Contract Award Not-to-Exceed= \$ 400,000.00