

Village of Lemont

Mayor
Brian K. Reaves

Village Clerk
Charlene Smollen

Administrator
George J. Schafer



Trustees
Debby Blatzer
Paul Chialdikas
Clifford Miklos
Rick Sniegowski
Ronald Stapleton
Jeanette Virgilio

VILLAGE BOARD MEETING

February 8, 2016 – 7:00 PM
Village Hall – 418 Main Street

AGENDA

I. PLEDGE OF ALLEGIANCE

II. ROLL CALL

III. CONSENT AGENDA

A. APPROVAL OF MINUTES

- 1. JANUARY 25, 2016 VILLAGE BOARD MEETING MINUTES**
- 2. JANUARY 25, 2016 COMMITTEE OF THE WHOLE MEETING MINUTES**

B. APPROVAL OF DISBURSEMENTS

IV. MAYOR'S REPORT

A. VISUAL IDENTITY PROJECT UPDATE

B. AUDIENCE PARTICIPATION

V. CLERK'S REPORT

A. CORRESPONDENCE

B. RESOLUTION

- 1. A RESOLUTION OF THE VILLAGE OF LEMONT, COOK, DUPAGE, & WILL COUNTY(IES), ILLINOIS, AUTHORIZING THE EXECUTION OF THE LOCAL AGENCY AGREEMENT FOR FEDERAL PARTICIPATION AND THE PHASE I ENGINEERING SERVICES AGREEMENT FOR THE CONSTRUCTION OF A TEN FOOT WIDE BI-DIRECTIONAL BICYCLE TRAIL ON THE COMMONWEALTH EDISON RIGHT-OF-WAY FROM BELL ROAD TO DERBY ROAD (IDOT SECTION 14-00053-00-BT)
(PUBLIC WORKS)(BLATZER)(PUKULA)**

**2. A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH
CRAWFORD, MURPHY & TILLY, INC.
(ADMIN./PUBLIC WORKS)(REAVES/BLATZER)(SCHAFER/PUKULA)**

VI. VILLAGE ATTORNEY REPORT

VII. VILLAGE ADMINISTRATOR REPORT

VIII. BOARD REPORTS

IX. STAFF REPORTS

X. UNFINISHED BUSINESS

XI. NEW BUSINESS

**XII. MOTION FOR EXECUTIVE SESSION TO DISCUSS PENDING AND IMMINENT LITIGATION UNDER
SECTION 2(C) 11 OF THE OPEN MEETINGS ACT**

XIII. ACTION ON CLOSED SESSION ITEM(S)

XIV. MOTION TO ADJOURN

Minutes
VILLAGE BOARD MEETING
Village Hall – 418 Main Street
January 25, 2016
6:30 p.m.

The regular meeting of the Lemont Village Board was held on Monday, January 25, 2016 at 6:30 p.m., with Mayor Brian Reaves presiding.

I. PLEDGE OF ALLEGIANCE

II. ROLL CALL

Blatzer, Chialdikas, Miklos, Sniegowski, Stapleton and Virgilio, present.

III. CONSENT AGENDA

Motion by Stapleton, seconded by Blatzer, to approve the following items on the consent agenda by omnibus vote:

A. Approval of Minutes

1. December 14, 2015 Village Board Meeting Minutes
2. January 11, 2016 Committee of the Whole Meeting Minutes

B. Approval of Disbursements.

C. Ordinance O-1-16 Approving an Amendment to the Annual Fee Ordinance.

D. Ordinance O-2-16 Approving Clear Channel Outdoor Lease Agreement and Addendum to Lease.

E. Resolution R-1-16 Providing for the Destruction of Certain Verbatim Recordings of Closed Session Minutes.

F. Resolution R-2-16 Resolution Reviewing the Need for Confidentiality of Closed Session Minutes.

G. Resolution R-3-16 Approving Voluntary Vacation Time Sell Back Program for Employees of the Village of Lemont.

H. Resolution R-4-16 Authorizing the Village Attorney to Enter into Tolling Agreements in the IMET Fraud Matter.

I. Resolution R-5-16 Authorizing a Loan from the Water/Sewer Fund to the Gateway TIF Fund.

J. Resolution R-6-16 Approving the Purchase of a 2016 Ford F-150 XL 4x4 and a 2016 Ford F-250 XL 4x4.

Roll Call: Blatzer, Chialdikas, Miklos, Sniegowski, Stapleton, Virgilio; 6 ayes. Motion passed.

IV. **MAYOR'S REPORT**

- A. Swearing in of Police Officers Justin Jansma and Lauren Quattrochhi.
- B. Proclamation – USA Football – U-14 Select Team. Motion by Miklos, seconded by Chialdikas to approve said proclamation. VV 6 ayes. Motion passed.
- C. Audience Participation – None.

V. Clerk's Report

A. Ordinance

- 1. Ordinance O-3-16 Amending the Budget for Fiscal Year 15-16 for the Village of Lemont. Motion by Miklos, seconded by Chialdikas, to adopt said Ordinance. Roll call: Blatzer, Chialdikas, Miklos, Sniegowski, Stapleton, Virgilio; 6 ayes. Motion passed.

B. Resolutions

- 1. Resolution R-7-16 Approving an Agreement with CivicPlus. Motion by Chialdikas, seconded by Miklos, to adopt said Resolution. Roll call: Blatzer, Chialdikas, Miklos, Sniegowski, Stapleton, Virgilio; 6 ayes. Motion passed.
- 2. Resolution R-8-16 Approving Change Order No. 1 Lemont East Utility Extension Phase 1 – Bell Road Utility Extension to McCarthy Road. Motion by Chialdikas, seconded by Miklos, to adopt said resolution. Roll call: Blatzer, Chialdikas, Miklos, Sniegowski, Stapleton, Virgilio; 6 ayes. Motion passed.

VI. Village Attorney Report

VII. Village Administrator Report

- A. Budget preparation is currently underway. The Capitol Budget and expenditures will be discuss at tonight's COW meeting.

VIII. Board Reports

IX. Staff Reports

- A. Planning & Economic Development – Nominations for the St. Patrick's Day Queen are due by February 1, 2016.

X. Unfinished Business – None

XI. New Business - None

XII. Motion for Executive Session

Motion by Blatzer, seconded by Stapleton, to move into Executive Session(s) for the purpose of discussing Pending Litigation under Section 5 ILCS 2(c) 11 and Purchase of Real Property for the Use of the Village under Section 5 ILCS 2(c) 5 of the Open Meetings Act. Roll Call: Blatzer, Chialdikas, Miklos, Sniegowski, Stapleton, Virgilio; 6 ayes. Motion passed.

XIII. **ACTION ON CLOSED SESSION ITEM**

XIV. **MOTION TO ADJOURN**

There being no further business, a motion was made by Blatzer, seconded by Stapleton, to adjourn the meeting at 7:42 p.m. VV 6 ayes. Motion passed.

Village Board
Committee of the Whole Meeting Minutes
January 25, 2016 –7:46 p.m.
Lemont Village Hall - 418 Main St., Lemont, IL 60439

I. Call to Order

Mayor Reaves called the COW Meeting to Order at 7:46 p.m.

II. Roll Call

Present were Trustees, Blatzer, Chialdikas, Miklos, Stapleton, Sniegowski and Virgilio. Also present, George Schafer, Charity Jones, Mark LaChappell, Marc Maton, Linda Molitor, Ralph Pukula and Chris Smith.

III. Discussion Items

A. Financial Trends and Preliminary FY 16-17 Budget

Finance Director, Chris Smith, presented the Financial Outlook overall for 2016. The lack of an approved budget from the state continues to be an uncertainty of revenue for local government. March 14 & 28 are public hearings for the FY17 annual budget.

The Proposed Capital Improvement Plan was reviewed to identify capital projects and forecast anticipated spending related to the capital projects. Projects include:

- Annual Water Main Replacement Program to replace deteriorated water mains.
- MFT Resurfacing Program to resurface streets.
- Alley Paving.
- IMTT Culvert Replacement of existing culverts with larger, high capacity culverts, at the IMTT discharge, from the I&M Canal to the CS&S Canal.
- Sanitary Sewer Cleaning & Television for cleaning and televising of existing sanitary sewers and combined sewers to maintain sewers in good, clean condition and to comply with recommended long term control plan.
- Czacki Street Retaining Wall Replacement.
- Bridge Repair to maintain bridge infrastructure in proper condition in 2017 & 2018
- I&M Canal – to complete the canal landscaping by installing new stairs and landscaping on south side of canal. The north side was installed in 2011. Steps in 2017 and landscaping in 2019.
- I&M Canal Improvements – improvements from the Stephen Street Bridge to the Ed Bossert Bridge.
- Main Street Bike Path – To link to the Centennial Trail – 5 year plan.
- McCarthy Road Bike Path – From Illinois to Walker to provide safe accommodations for bicyclists – three year plan.
- Sidewalk Repair – program runs spring and fall to repair or replace sidewalks in various locations.
- Removal of infested and dead trees – EAB is a five year project to remove infested trees and then to replacement - 5 Year project.

- Downtown Gateway – To beautify the intersection of Illinois and State Street as recommended by the Active Transportation Plan.
- Stephen Street Water Main Replacement – improve fire protection and replace deteriorated water mains slated for 2019.
- Front Street Cantina Interpretive Plaza – redesign/repurpose existing plaza to make it a more attractive outdoor space slated for 2018.
- Stephen Street Brick Paver Replacement – replace brick at Illinois St. to River St.
- IL Rt. 83 and Main Street Pathways by IDOT – construction by IDOT of multi-use bike paths at this intersection to provide safe off street passage for pedestrians and cyclists-2018.
- Bell Road Water Main Extension – to provide sanitary sewer and water main extensions to service parcels along Bell Road.
- Gateway Signs – Plan to install new signs at key entrances to the Village – 4 year project to begin in 2018.
- Stephen Street Beautification – extending streetscape improvements to north end of Stephen Street and create an overlook at the intersection with the Sanitary & Ship Canal slated for 2019.

IV. New Business

- A. High School Officer Detail and District 113A potential School Resource Officer - The committee briefly discussed re-evaluating the terms of our agreements with the high school for detail rate. Also discussed was a preliminary request from District 113A for a school resource officer. The Board needed more information on the requests and it will be discussed in February with the Committee of the Whole.
- B. Keepataw Parade – There has been preliminary discussion on moving the Heritage Fest to September and combining with the Keepataw Parade. For the Village, doing both on the Saturday before Labor Day would be ideal. Staff will continue to reach out to Keepataw volunteers regarding the potential events. The Board was receptive of Saturday being the day.
- C. Housing Development at 131 Street and Parker Road - The proposal was going to be on the PZC agenda for this month, however, there are two jurisdictional wet lands on the property in which no input from the Corp has been received yet. The wetlands will have significant impact on the layout and number of lots, as well as location of detention. Staff is directing the developer to receive input from the Corp before the project moves forward. The Board was receptive to this guidance from staff.
- D. Audit RFP – The Village’s existing vendor was the lowest with regard to hourly rate, and the Village has been satisfied with the existing vendor. It is staff’s recommendation to move forward with an engagement contract with Baker Tilly. The Board was receptive to this recommendation.

V. **Audience Participation - None**

VI. **Adjourned at 9:35 p.m.**

Payment Register

From Payment Date: 1/26/2016 - To Payment Date: 2/8/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
FM-Clearing - Accounts Payable									
Check									
13429	01/26/2016	Open			Accounts Payable	Serafin & Associates, Inc.	\$10,012.32		
	Invoice		Date	Description		Amount			
	2004519		11/05/2015	R-50-15		\$10,012.32			
13430	02/08/2016	Open			Accounts Payable	5th Avenue Construction	\$9,000.00		
	Invoice		Date	Description		Amount			
	2014-00000542		01/27/2016	refund clean up deposit - 12755 Waterford Dr		\$1,000.00			
	2014-00000542(L)		01/27/2016	refund Landscape Bond - 12755 Waterford Dr		\$7,500.00			
	2014-00000542(T)		01/27/2016	refund Temp Occ Bond - 12755 Waterford Dr		\$500.00			
13431	02/08/2016	Open			Accounts Payable	Air 1 Wireless, Inc	\$59.95		
	Invoice		Date	Description		Amount			
	AIR1OIN12113		12/29/2015	phone accessories P.D.		\$59.95			
13432	02/08/2016	Open			Accounts Payable	Applied Ecological Services, Inc.	\$768.00		
	Invoice		Date	Description		Amount			
	32222		12/31/2015	Long Run Creek Plan Presentations		\$768.00			
13433	02/08/2016	Open			Accounts Payable	AT&T Illinois	\$2,116.82		
	Invoice		Date	Description		Amount			
	63024304480116		01/13/2016	630 243-0448 146 1 chestnut crossing l/s		\$108.82			
	63024304590116		01/13/2016	630 243-0459 681 3 oak tree l/s		\$122.57			
	63024373750116		01/13/2016	630 243-7375 749 4 art & culture commission		\$151.56			
	63024312300116		01/13/2016	630 243-1230 805 2 eagle ridge l/s		\$113.80			
	63024314680116		01/13/2016	630 243-1468 926 9 parking garage		\$206.47			
	63024316090116		01/13/2016	630 243-1609 403 9 kohls-target l/s		\$73.41			
	63024317390116		01/13/2016	630 243-1739 155 8 well #6		\$185.32			
	63025719820116		01/25/2016	630 257-1982 589 2 ruffled fthrs l/s		\$113.30			
	63025704360116		01/25/2016	630 257-0436 056 6 glens of connemara l/s		\$118.92			
	63025722900116		01/25/2016	630 257-2290 820 6 well #3		\$178.50			
	63025795390116		01/25/2016	630 257-9539 074 6 keepataw trails l/s		\$112.72			
	63025724740116		01/25/2016	630 257-2474 474 0 p.d. backup phone line		\$274.03			
	63025752720116		01/25/2016	630 257-5272 181 8 metra station security cameras		\$115.60			
	63025759360116		01/25/2016	630 257-5936 976 9 well #4		\$123.31			
	63025752710116		01/25/2016	630 257-5271 183 5 harpers grove l/s		\$118.49			
13434	02/08/2016	Open			Accounts Payable	Avalon Petroleum Company	\$3,237.74		
	Invoice		Date	Description		Amount			
	554663		01/14/2016	726 gals unl fuel		\$1,081.74			
	554618		01/11/2016	1400 gals unl fuel		\$2,156.00			
13435	02/08/2016	Open			Accounts Payable	Carey C. Cosentino, PC	\$2,000.00		
	Invoice		Date	Description		Amount			
	16-02-01		02/01/2016	Jan 2016 legal		\$2,000.00			
13436	02/08/2016	Open			Accounts Payable	Comcast Cable	\$333.55		
	Invoice		Date	Description		Amount			
	16-01-8896		01/22/2016	8771 20 147 0138896 p.w. cable/internet		\$304.03			
	16-01-1615		01/24/2016	8771 20 147 0001615 v.h. cable TV		\$29.52			
13437	02/08/2016	Open			Accounts Payable	ComEd	\$4,079.83		
	Invoice		Date	Description		Amount			
	16-01-0229		01/15/2016	0171030229 - street lights - athen knoll		\$22.67			

Payment Register

From Payment Date: 1/26/2016 - To Payment Date: 2/8/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	16-01-2027		01/20/2016		6235062027 - street lights - 0 WS Rolling Mdw Dr		\$3,900.23		
	16-01-6007		01/21/2016		7710116007 - street lights - Stephen St, alley off canal		\$156.93		
13438	02/08/2016	Open			Accounts Payable	Compass Minerals America	\$10,967.98		
	Invoice		Date		Description		Amount		
	71433993		01/08/2016		softener salt		\$2,733.44		
	71438306		01/15/2016		softener salt		\$2,753.96		
	71443563		01/25/2016		softener salt		\$2,704.37		
	71445396		01/27/2016		softener salt		\$2,776.21		
13439	02/08/2016	Open			Accounts Payable	Concept Wireless Communications, Inc.	\$582.50		
	Invoice		Date		Description		Amount		
	158904		01/12/2016		radio for end loader		\$582.50		
13440	02/08/2016	Open			Accounts Payable	Cook County Treasurer	\$724.50		
	Invoice		Date		Description		Amount		
	2015-4		01/05/2016		EMIM 2015 - traffic signal maintenance		\$724.50		
13441	02/08/2016	Open			Accounts Payable	Crawford, Murphy, Tilly, Inc.	\$11,169.94		
	Invoice		Date		Description		Amount		
	107759		01/18/2016		bridge inspections		\$1,948.94		
	107441		12/15/2015		bridge inspections		\$3,996.00		
	107440		12/15/2015		bridge inspections - Stephen St, Bossert Dr		\$5,225.00		
13442	02/08/2016	Open			Accounts Payable	De Lage Landen Public Finance	\$602.00		
	Invoice		Date		Description		Amount		
	48818061		01/26/2016		629642 - Canon copier leases - Feb-Mar		\$602.00		
13443	02/08/2016	Open			Accounts Payable	Dynegy Energy Services LLC	\$4,166.00		
	Invoice		Date		Description		Amount		
	153917615121		01/22/2016		GMCVLG1004		\$4,166.00		
13444	02/08/2016	Open			Accounts Payable	EJ USA, Inc.	\$5,473.38		
	Invoice		Date		Description		Amount		
	3925179		01/21/2016		repair fittings		\$2,938.07		
	3925173		01/21/2016		repair clamps		\$2,535.31		
13445	02/08/2016	Open			Accounts Payable	ETP Labs Inc./EnviroTest/Perry Laboratories Inc.	\$288.00		
	Invoice		Date		Description		Amount		
	16-131480		01/18/2016		Sample Testing		\$288.00		
13446	02/08/2016	Open			Accounts Payable	Frank Novotny & Associates, Inc.	\$20,921.83		
	Invoice		Date		Description		Amount		
	15273-2		01/18/2016		9700 Lemont Pkg Lot Repair		\$198.00		
	15335-1		01/18/2016		Short St & Hickory St Parking Lots		\$78.00		
	15331-1		01/18/2016		Lemont Plaza Pavement Patching		\$66.00		
	15311-2		01/18/2016		920 State St Parking Lot		\$66.00		
	15342-1		01/18/2016		MB Financial Fire Service Line		\$156.00		
	14403-5F		01/18/2016		Ledo St Water Main repair		\$3,664.50		
	02115-59		01/18/2016		NPDES monitoring		\$571.53		
	15228-3		01/18/2016		2015 Sewer Televising		\$156.00		
	06051-13		01/18/2016		Record Water Main Project Drawings		\$708.00		
	14286-2		01/18/2016		Bowl Drainage Channel Repairs		\$456.00		
	11043-14		01/18/2016		Logan Dam Sediment Removal		\$195.30		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	15358-1		01/25/2016		2016 Budget Planning		\$2,013.00		
	14217-4		01/18/2016		561 Kromray Grading Plan		\$312.00		
	15109-5		01/18/2016		Montefiori Property Redevelopment		\$1,950.00		
	15161-4		01/18/2016		508 Illinois St PUD		\$78.00		
	15202-2		01/18/2016		Equestrian Meadows		\$1,248.00		
	04152-1		01/18/2016		Limestone PUD - Case 2002-14		\$234.00		
	04151-17		01/18/2016		Krystyna Crossing - Case 11-05		\$534.00		
	15135-5		01/18/2016		Seven Oaks Townhomes		\$2,028.00		
	13237-13		01/18/2016		Birch Path PUD		\$383.50		
	04150-18		01/18/2016		Meadow Lark Subdivision - Case 2004-05		\$390.00		
	06172-12		01/18/2016		Bella Strada Condos - Case 06-08		\$624.00		
	12158-19		01/18/2016		Art Logistics		\$2,688.00		
	13357-9		01/18/2016		Franciscan Sisters Admin Bldg Addition - Case 13-05		\$66.00		
	15101-4		01/18/2016		Fresenius Medical Center		\$1,122.00		
	13423-3		01/18/2016		Rolling Meadows Recapture Agreement		\$390.00		
	14405-3		01/18/2016		Lemont Nursing & Rehab Center Expansion		\$546.00		
13447	02/08/2016	Open			Accounts Payable	Fred Bluder & Son Tree Service			
	Invoice		Date	Description		Amount			
	15-11-16		01/16/2015	Outside Services-utilities, maintenance services		\$7,800.00			
13448	02/08/2016	Open			Accounts Payable	G & K Services, Inc.			\$136.64
	Invoice		Date	Description		Amount			
	1028298744		01/07/2016	V.H. carpet mats		\$68.32			
	1028304380		01/21/2016	V.H. carpet mats		\$68.32			
13449	02/08/2016	Open			Accounts Payable	Goldstine, Skrodzki, Russian, Nemecc and Hoff, Ltd.			\$764.71
	Invoice		Date	Description		Amount			
	15-12-31		12/31/2015	Aero Heights recapture fees		\$764.71			
13450	02/08/2016	Open			Accounts Payable	Halper, Peggy			\$28.00
	Invoice		Date	Description		Amount			
	0075		01/23/2016	01/23/16 PZC meeting minutes		\$28.00			
13451	02/08/2016	Open			Accounts Payable	Illinois Plumbing Inspectors Association			\$50.00
	Invoice		Date	Description		Amount			
	2016		01/01/2016	PL-13921 membership dues		\$50.00			
13452	02/08/2016	Open			Accounts Payable	Illinois State Toll Highway Authority			\$81.60
	Invoice		Date	Description		Amount			
	G15703745		12/31/2015	183045332 - iPass		\$81.60			
13453	02/08/2016	Open			Accounts Payable	Illinois State Treasurer			\$852.07
	Invoice		Date	Description		Amount			
	109398		01/01/2016	12448 - traffic signal conversion		\$852.07			
13454	02/08/2016	Open			Accounts Payable	Inkwell, Ltd.			\$126.77
	Invoice		Date	Description		Amount			
	69737		01/29/2016	Office Supplies		\$126.77			
13455	02/08/2016	Open			Accounts Payable	JULIE, INC.			\$3,789.95
	Invoice		Date	Description		Amount			
	2016-0942		01/11/2016	Julie Tickets		\$3,789.95			

Payment Register

From Payment Date: 1/26/2016 - To Payment Date: 2/8/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
13456	02/08/2016	Open			Accounts Payable	Jurinek & Riskus, Inc.	\$764.71		
	Invoice		Date	Description		Amount			
	15-12-31		12/31/2015	Aero Heights recapture fees		\$764.71			
13457	02/08/2016	Open			Accounts Payable	LEAF	\$954.49		
	Invoice		Date	Description		Amount			
	6239921		01/21/2016	046-2580918-002		\$676.51			
	6239920		01/21/2016	046-2580918-001		\$277.98			
13458	02/08/2016	Open			Accounts Payable	Lemont Fire Protection District	\$600.00		
	Invoice		Date	Description		Amount			
	15-12-31		12/31/2015	Dec 2015 impact fees		\$600.00			
13459	02/08/2016	Open			Accounts Payable	Lemont High School Dist 210	\$7,232.00		
	Invoice		Date	Description		Amount			
	15-12-31		12/31/2015	Dec 2015 impact fees		\$7,232.00			
13460	02/08/2016	Open			Accounts Payable	Lemont Park District	\$4,348.50		
	Invoice		Date	Description		Amount			
	15-12-31		12/31/2015	Dec 2015 impact fees		\$4,348.50			
13461	02/08/2016	Open			Accounts Payable	Lemont Public Library District	\$951.16		
	Invoice		Date	Description		Amount			
	15-12-31		12/31/2015	Dec 2015 impact fees		\$951.16			
13462	02/08/2016	Open			Accounts Payable	Lemont-Bromberek Combined School District 113A	\$14,699.35		
	Invoice		Date	Description		Amount			
	15-12-31		12/31/2015	Dec 2015 impact fees		\$14,699.35			
13463	02/08/2016	Open			Accounts Payable	Menards	\$37.90		
	Invoice		Date	Description		Amount			
	78014		01/14/2016	maintenance supplies		\$37.90			
13464	02/08/2016	Open			Accounts Payable	Metropolitan Industries Inc	\$1,480.00		
	Invoice		Date	Description		Amount			
	0000306101		01/18/2016	RF l/s maintenance		\$1,450.00			
	0000306250		01/21/2016	Jan 2016 MDS Fee		\$30.00			
13465	02/08/2016	Open			Accounts Payable	Monroe Truck Equipment	\$3,073.79		
	Invoice		Date	Description		Amount			
	311744		01/20/2016	Parts		\$134.51			
	311663		01/12/2016	Parts		\$247.45			
	311990		01/27/2016	Parts		\$46.83			
	309980		01/14/2016	Garbage Cans Finished		\$2,645.00			
13466	02/08/2016	Open			Accounts Payable	Motorola Solutions, Inc.	\$680.00		
	Invoice		Date	Description		Amount			
	21498113015		01/01/2016	7120AA2		\$680.00			
13467	02/08/2016	Open			Accounts Payable	Napa Auto Parts	\$149.00		
	Invoice		Date	Description		Amount			
	10000086247		01/25/2016	parts subscription service		\$149.00			
13468	02/08/2016	Open			Accounts Payable	NiCor Gas	\$456.02		
	Invoice		Date	Description		Amount			
	16/01-0043 0		01/15/2016	69-22-85-0043 0 ruffled fthrs l/s		\$84.83			

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From Payment Date: 1/26/2016 - To Payment Date: 2/8/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	16/01-1000 5		01/14/2016		84-38-99-1000 5 chestnut crossing l/s		\$26.96		
	16/01-20008		01/14/2016		85-71-20-20008 keepataw trails l/s		\$29.84		
	16/01-8700 1		01/20/2016		93-56-54-8700 1 smith farms l/s		\$24.91		
	16/01-9378 5		01/18/2016		25-59-90-9378 5 well #6		\$89.85		
	16/01-9589 2		01/20/2016		37-62-87-9589 2 target-kohls l/s		\$25.43		
	16/01-2000 8		01/13/2016		74-12-00-2000 8 harpers grove l/s		\$26.24		
	16/01-4722 3		01/13/2016		91-25-56-4722 3 eagle ridge l/s		\$24.90		
	16/01-2000 8 (2)		01/29/2016		37-54-52-2000 8 well #3		\$96.85		
	16/01-2382 4 (2)		01/29/2016		88-84-93-2382 4 glens of connemara l/s		\$26.21		
13469	02/08/2016	Open			Accounts Payable	OfficeMax Incorporated	\$283.66		
	Invoice		Date	Description		Amount			
	983031		01/22/2016	VH office, breakroom supplies		\$283.66			
13470	02/08/2016	Open			Accounts Payable	Olde English Gardens	\$6,475.00		
	Invoice		Date	Description		Amount			
	5609		12/26/2015	Jul & Aug 2015 bush trimming - Front St		\$500.00			
	6443		12/26/2015	2015 lawn maintenance at Front St Lofts & P.D.		\$5,825.00			
	6300		12/13/2015	11/21/15 snow removal - P.D.		\$150.00			
13471	02/08/2016	Open			Accounts Payable	P. F. Pettibone & Co.	\$150.65		
	Invoice		Date	Description		Amount			
	33952		09/16/2015	RP stickers		\$150.65			
13472	02/08/2016	Open			Accounts Payable	PCM/TigerDirect Business	\$770.32		
	Invoice		Date	Description		Amount			
	S93929720101		01/12/2016	computer equipment		\$126.47			
	S94157050102		01/18/2016	computer equipment		\$597.86			
	S94157050101		01/19/2016	computer equipment		\$45.99			
13473	02/08/2016	Open			Accounts Payable	Pelen, Laura	\$2,470.00		
	Invoice		Date	Description		Amount			
	VOL 2016-101		01/29/2016	consulting		\$2,470.00			
13474	02/08/2016	Open			Accounts Payable	Proven Business Systems, LLC	\$71.36		
	Invoice		Date	Description		Amount			
	286929		01/05/2016	P.W. Canon copier usage		\$71.36			
13475	02/08/2016	Open			Accounts Payable	Quinlan Security Systems	\$208.53		
	Invoice		Date	Description		Amount			
	17823		02/01/2016	Feb 2016 monitoring and maintenance		\$208.53			
13476	02/08/2016	Open			Accounts Payable	Rag's Electric	\$2,015.58		
	Invoice		Date	Description		Amount			
	20514		01/13/2016	light maintenance		\$1,010.00			
	20519		01/13/2016	light parts		\$744.00			
	20524		01/13/2016	light parts		\$148.08			
	20536		01/19/2016	service call		\$113.50			
13477	02/08/2016	Open			Accounts Payable	Ray O'Herron Co., Inc.	\$28.99		
	Invoice		Date	Description		Amount			
	1602969-IN		01/15/2016	CSO uniforms		\$28.99			
13478	02/08/2016	Open			Accounts Payable	Razor Image	\$581.00		
	Invoice		Date	Description		Amount			
	15-05-01		05/31/2015	signs		\$264.00			

Payment Register

From Payment Date: 1/26/2016 - To Payment Date: 2/8/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	15-09-15		09/30/2015			Land Grab Banner	\$225.00		
	15-10-31		10/31/2015			signs	\$92.00		
13479	02/08/2016	Open			Accounts Payable	Rod Baker Ford		\$23.09	
	Invoice		Date		Description		Amount		
	141227		01/22/2016		Parts		\$23.09		
13480	02/08/2016	Open			Accounts Payable	Royal Plumbing, Inc.		\$290.00	
	Invoice		Date		Description		Amount		
	10462		01/20/2016		Repair Fire Sprinkler RPZ		\$290.00		
13481	02/08/2016	Open			Accounts Payable	Rush Truck Centers		\$700.80	
	Invoice		Date		Description		Amount		
	3001290395		01/14/2016		Parts		\$673.42		
	3001290397		01/14/2016		Parts		\$27.38		
13482	02/08/2016	Open			Accounts Payable	Shred-It USA, LLC		\$40.00	
	Invoice		Date		Description		Amount		
	9409148600		01/25/2016		v. h. shredding		\$40.00		
13483	02/08/2016	Open			Accounts Payable	Southwest Central Dispatch		\$26,067.80	
	Invoice		Date		Description		Amount		
	16-01-15		01/15/2016		10-1201-513 - Feb 2016 assessment		\$26,067.80		
13484	02/08/2016	Open			Accounts Payable	Suburban Building Officials Conference		\$75.00	
	Invoice		Date		Description		Amount		
	2016		01/25/2016		5156238 membership renewal - M LaChappell		\$75.00		
13485	02/08/2016	Open			Accounts Payable	Tyco Integrated Security, LLC		\$450.00	
	Invoice		Date		Description		Amount		
	25753420		01/09/2016		02/01/16-04/30/16 service		\$150.00		
	25753418		01/09/2016		02/01/16-04/30/16 service		\$150.00		
	25753414		01/09/2016		02/01/16-04/30/16 service		\$150.00		
13486	02/08/2016	Open			Accounts Payable	Underground Pipe & Valve Co, Inc		\$250.00	
	Invoice		Date		Description		Amount		
	012956		01/15/2016		fire hydrant parts		\$250.00		
13487	02/08/2016	Open			Accounts Payable	Village of Woodridge		\$164.70	
	Invoice		Date		Description		Amount		
	8204		01/19/2016		NWCWA 2016 dues		\$164.70		
13488	02/08/2016	Open			Accounts Payable	Vision Service Plan		\$1,003.07	
	Invoice		Date		Description		Amount		
	16-01-19		01/19/2016		Feb 2016 vision ins premiums		\$1,003.07		
13489	02/08/2016	Open			Accounts Payable	Water Resources Inc.		\$7,303.41	
	Invoice		Date		Description		Amount		
	30231		01/07/2016		10 meters		\$1,813.92		
	30280		01/25/2016		10 meters		\$3,638.68		
	30285		01/28/2016		meter		\$1,850.81		
13490	02/08/2016	Open			Accounts Payable	Zee Medical Inc.		\$100.00	
	Invoice		Date		Description		Amount		
	D2428801		01/12/2016		009179 - V.H. first aid cabinet supplies		\$100.00		

Payment Register

From Payment Date: 1/26/2016 - To Payment Date: 2/8/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
13491	02/08/2016	Open			Accounts Payable	Ballard, Thomas	\$77.55		
	Invoice		Date	Description		Amount			
	16-01-16		01/16/2016	reimbursement - meals in Springfield - OPS Class		\$77.55			
13492	02/08/2016	Open			Accounts Payable	Petty Cash	\$409.51		
	Invoice		Date	Description		Amount			
	16-01-28		01/28/2016	reimbursement		\$409.51			
13493	02/08/2016	Open			Accounts Payable	Razor Image	\$1,355.00		
	Invoice		Date	Description		Amount			
	15-07-10		07/10/2015	banners & signs		\$780.00			
	15-11-25		11/25/2015	signs		\$575.00			
13494	02/08/2016	Open			Accounts Payable	Smollen, Charlene	\$390.94		
	Invoice		Date	Description		Amount			
	16-01-31		01/31/2016	reimbursement		\$390.94			
13495	02/08/2016	Open			Accounts Payable	United States Postal Service	\$3,400.00		
	Invoice		Date	Description		Amount			
	16-02-01		02/01/2016	postage meter refill		\$3,400.00			
13496	02/08/2016	Open			Accounts Payable	Joseph J Duffy Co	\$1,000.00		
	Invoice		Date	Description		Amount			
	2014-00000099		01/26/2016	refund clean up deposit - 11400 Theresa Dr		\$1,000.00			
13497	02/08/2016	Open			Accounts Payable	Vanda, Kelly	\$25.00		
	Invoice		Date	Description		Amount			
	16-01-29		01/29/2016	refund PC020590		\$25.00			
13498	02/08/2016	Open			Accounts Payable	Quicket Solutions, Inc.	\$3,336.67		
	Invoice		Date	Description		Amount			
	1003		01/25/2016	R.60.15 scanner maintenance		\$3,336.67			
Type Check Totals:									
							70 Transactions	\$195,078.63	
Type EFT Totals:									
EFT	159	02/08/2016	Open		Accounts Payable	Illinois Municipal Retirement Fund	\$37,426.27		
	Invoice		Date	Description		Amount			
	2016-00001106		02/08/2016	IMRF 1 - IMRF Tier 1*		\$37,426.27			
FM-Clearing - Accounts Payable Totals									
							1 Transactions	\$37,426.27	

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	70	\$195,078.63	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	70	\$195,078.63	\$0.00
EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	1	\$37,426.27	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	1	\$37,426.27	\$0.00
All	Status	Count	Transaction Amount	Reconciled Amount

Payment Register

From Payment Date: 1/26/2016 - To Payment Date: 2/8/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					Open		71	\$232,504.90	\$0.00
					Reconciled		0	\$0.00	\$0.00
					Voided		0	\$0.00	\$0.00
					Stopped		0	\$0.00	\$0.00
					Total		71	\$232,504.90	\$0.00
Grand Totals:									
					Checks				
					Status		Count	Transaction Amount	Reconciled Amount
					Open		70	\$195,078.63	\$0.00
					Reconciled		0	\$0.00	\$0.00
					Voided		0	\$0.00	\$0.00
					Stopped		0	\$0.00	\$0.00
					Total		70	\$195,078.63	\$0.00
					EFTs				
					Status		Count	Transaction Amount	Reconciled Amount
					Open		1	\$37,426.27	\$0.00
					Reconciled		0	\$0.00	\$0.00
					Voided		0	\$0.00	\$0.00
					Total		1	\$37,426.27	\$0.00
					All				
					Status		Count	Transaction Amount	Reconciled Amount
					Open		71	\$232,504.90	\$0.00
					Reconciled		0	\$0.00	\$0.00
					Voided		0	\$0.00	\$0.00
					Stopped		0	\$0.00	\$0.00
					Total		71	\$232,504.90	\$0.00



Village of Lemont
Planning & Economic Development Department

418 Main Street · Lemont, Illinois 60439
phone 630-257-1595 · fax 630-257-1598

TO: Mayor Reaves
Village Board of Trustees

FROM: Charity Jones, AICP, Planning & Economic Development Director

SUBJECT: Visual Identity Project Update

DATE: February 5, 2016

SUMMARY

The creation of Lemont's brand strategy from late 2013 to early 2015 involved input from all facets of the community. More than 50 personal interviews were conducted with both new and long-time Lemont residents, business owners, and visitors. Multiple work sessions were scheduled with representatives from the Lemont Library, Fire District, school districts, I&M Canal Corridor Association, religious leaders, business owners, and residents. Additionally, the strategy was influenced by the more than 400 responses to the village's 2011 Community Visioning Survey. The broad range of input provided a well-rounded perspective about current perceptions of Lemont and aspirations for the future. Ultimately, the steering committee identified six defining characteristics that together make Lemont a special place to experience. The six characteristics along with other elements of the brand strategy will serve as the foundation for Lemont's marketing and communications efforts and will help guide economic investment decisions that support the unified vision of Lemont.

Following the completion of the unified Lemont brand strategy in early 2015, community leaders met to discuss priority steps that could advance the implementation of the brand strategy. As a result, in April 2015, the Village, along with our partners in the Chamber of Commerce, Park District, and Township, entered into a contract with Wohltgroup for the development of a community visual identity system. The new visual identity system will include a logo that will help communicate the key elements of Lemont's community brand strategy. Project partners are able to use the logo as their organization's primary identifier or alongside their existing logo. The visual identity system will help all partners make more effective and efficient use of our resources when promoting Lemont within and outside the community. Attached is a summary of the new logo and how its elements relate to components of the Lemont brand strategy. A more detailed presentation will be made at the Board meeting.

ATTACHMENTS

1. Memo from Wohltgroup regarding Lemont Visual Identity Logo

200 EAST 5TH AVENUE
 N° 318
 NAPERVILLE, ILLINOIS 60563
 630 300 4211 TEL
 CWOHLT@GMAIL.COM

DATE January 18, 2016

TO Charity Jones, Village of Lemont; Laura Pelen, Pelen Consulting; Bridget Lane, Business Districts, Inc. (BDI)

FROM Carl Wohlt, wohltgoup

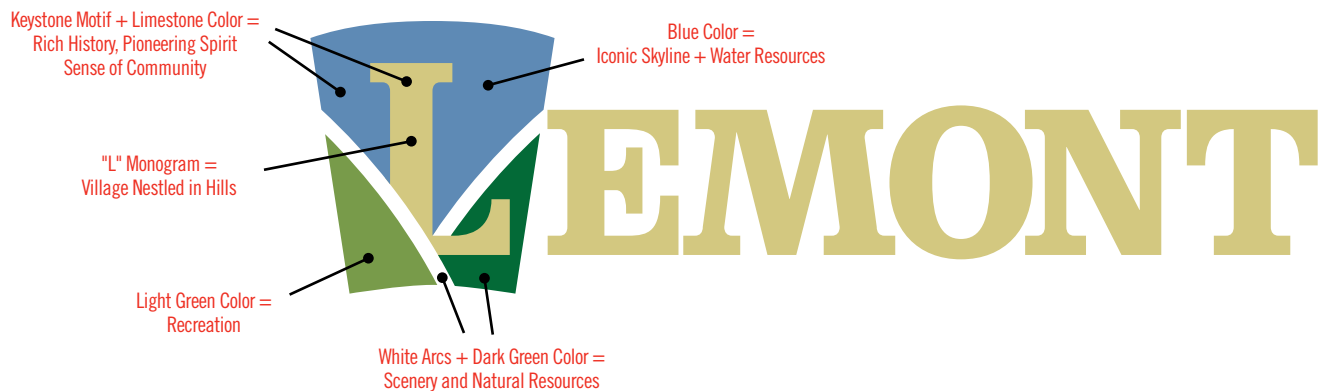
SUBJECT New Identity Background

The Village of Lemont has created a new “marketing identity” designed to function effectively in a variety of contemporary communications that range in scale from signs to smart phones. The marketing identity has been developed to complement but not replace the official Village seal symbol which will continue to be used for ceremonial applications.

The centerpiece of the new identity is a primary identifier comprised of a symbol and a logotype (a stylized version of the Lemont name).



The graphic elements of the new identity align with and support the six key Village attributes identified in the 2014 “Lemont Community Brand Strategy,” and other signature features that define Lemont’s unique character.



While the branding strategy provided an effective framework for the project's creative development, the process itself was guided by a Brand Development Team that included representatives of four community organizations:

- Village of Lemont
- Lemont Township
- Lemont Chamber of Commerce
- Lemont Park District

A key objective of the program's implementation is to build "visual equity" in the new identity as quickly as possible. The project partners are encouraged to use the new identity as their organization's primary identifier, or to use the new identity as an "endorser" along with their existing identities.

to: Mayor Brian K. Reaves
Village Board of Trustees

from: Ralph Pukula, Director of Public Works

subject: **Local Agency Agreement**
Engineering Services Agreement
ComEd Right-of-Way Trail
Derby Road to Bell Road
Section No. 14-00053-00-BT

date: January 26, 2016

BACKGROUND

The Village of Lemont is desirous for the construction of 10-foot wide paved trail on the ComEd right-of-way, from Derby Road to Bell Road, for use by bicycles. To accomplish this goal, the Village has requested 80% Federal funding for this project from the Southwest Council of Mayors.

PROS/CONS/ALTERNATIVES

Approval of the Local Agency Agreement for Federal participation and the Phase I Engineering Services Agreement will allow the engineering project development report and environmental studies to be completed in a timely manner; with the construction work to commence sometime in 2017. The Village's maximum cost share for the Engineering Services Agreement is \$28,997.20.

RECOMMENDATION

Approval of said Agreements.

ATTACHMENTS

- Resolution Authorizing Approval of an Local Agency Agreement for Federal participation and the Phase I Engineering Services Agreement
- Local Agency Agreement for Federal Participation, with Location Map
- Phase I Engineering Services Agreement

VILLAGE BOARD ACTION REQUIRED

Approval of Resolution as noted.

RESOLUTION NO.

A RESOLUTION OF THE VILLAGE OF LEMONT, COOK, DuPAGE, & WILL COUNTY(IES), ILLINOIS, AUTHORIZING THE EXECUTION OF THE LOCAL AGENCY AGREEMENT FOR FEDERAL PARTICIPATION AND THE PHASE I ENGINEERING SERVICES AGREEMENT FOR THE CONSTRUCTION OF A TEN FOOT WIDE BI-DIRECTIONAL BICYCLE TRAIL ON THE COMMONWEALTH EDISON RIGHT-OF-WAY FROM BELL ROAD TO DERBY ROAD (IDOT SECTION 14-00053-00-BT).

BE IT RESOLVED by the President and Board of Trustees of the Village of Lemont, Cook, DuPage, and Will County(ies), Illinois, as follows:

SECTION 1

That the Local Agency Agreement for Federal participation with the State of Illinois Department of Transportation is hereby approved for the construction of ten foot wide bi-directional bicycle trail on the Commonwealth Edison right-of-way from Bell Road to Derby Road (IDOT Section 14-00053-00-BT), in the amount of \$145,000.00. The Village President is hereby authorized to execute the same for and on behalf of the Village.

SECTION 2

That the Phase I Engineering Services Agreement for Federal Participation with Frank Novotny & Associates, Inc. is hereby approved for the construction of ten foot wide bi-directional bicycle trail on the Commonwealth Edison right-of-way from Bell Road to Derby Road (IDOT Section 14-00053-00-BT), in the amount of \$144,901.00. The Village President is hereby authorized to execute the same for and on behalf of the Village.

SECTION 3

That the Village hereby appropriates, designates and sets aside the amount of \$145,000.00 for payment of Phase I Engineering, subject to reimbursement from the Illinois Department of Transportation, at a rate not to exceed 80% for the construction of ten foot wide bi-directional bicycle trail on the Commonwealth Edison right-of-way from Bell Road to Derby Road (IDOT Section 14-00053-00-BT).

SECTION 4

That this Resolution shall be in full force and effect from and after its adoption and approval as provided by law.


THIS RESOLUTION was adopted by the President and Board of Trustees of the Village of Lemont, and deposited in the office of the Village Clerk, this **8th** day of **February, 2016**.

Charlene M. Smollen, Village Clerk

APPROVED by me this **8th** day of **February, 2016**.

Brian K. Reaves, President

14268 RESOLUTION

 Illinois Department of Transportation Local Agency Agreement for Federal Participation	Local Agency Village of Lemont	State Contract	Day Labor	Local Contract X	RR Force Account
	Section 14-00053-00-BT	Fund Type STU	ITEP and/or SRTS Number		
Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
		P-91-186-15	M-4003(460)		

This Agreement is made and entered into between the above local agency hereinafter referred to as the "LA" and the state of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans prepared by, or on behalf of the LA, approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration hereinafter referred to as "FHWA".

Location

Local Name Commonwealth Edison Right of Way Route Off-System Length 1.61 miles

Termini Derby Road to Bell Road

Current Jurisdiction LA TIP Number 06-15-0006 Existing Structure No N/A

Project Description

Phase I Preliminary Engineering for a multi-use path

Division of Cost

Type of Work	STU	%	%	LA	%	Total
Participating Construction		()	()		()	
Non-Participating Construction		()	()		()	
Preliminary Engineering	116,000	(*)	()	29,000	(BAL)	145,000
Construction Engineering		()	()		()	
Right of Way		()	()		()	
Railroads		()	()		()	
Utilities		()	()		()	
Materials		()	()		()	
TOTAL	\$ 116,000			\$ 29,000		\$ 145,000

*Maximum FHWA (STU) participation 80% not to exceed \$116,000.

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

Local Agency Appropriation

By execution of this Agreement, the LA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LA share of project costs. A copy of the resolution or ordinance is attached as an addendum.

Method of Financing (State Contract Work)

METHOD A---Lump Sum (80% of LA Obligation) _____

METHOD B--- _____ Monthly Payments of _____ due by the _____ of each successive month.

METHOD C---LA's Share _____ divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

Agreement Provisions

THE LA AGREES:

- (1) To acquire in its name, or in the name of the state if on the state highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established state policies and procedures. Prior to advertising for bids, the LA shall certify to the STATE that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the LA, and STATE and the FHWA, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the STATE and FHWA, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the LA agrees to cooperate fully with any audit conducted by the Auditor General and the department; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the FHWA.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
 - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the LA will pay to the STATE within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the LA's estimated obligation incurred under this Agreement. The LA will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) within thirty (30) calendar days of billing in a lump sum, upon completion of the project based upon final costs.
 - Method B - Monthly Payments. Upon award of the contract for this improvement, the LA will pay to the STATE, a specified amount each month for an estimated period of months, or until 80% of the LA's estimated obligation under the provisions of the Agreement has been paid, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the LA will pay to the STATE within thirty (30) calendar days of receipt, an amount equal to the LA's share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.

Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C, shall allow the STATE to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the STATE to LA on this or any other contract. The STATE, at its sole option, upon notice to the LA, may place the debt into the the Illinois Comptroller's Offset System (30 ILCS 105/10.05) or take such other and further action as may be required to recover the debt.
- (11) (Day Labor or Local Contracts) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the LA will repay the STATE any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which this Agreement is executed, the LA will repay the STATE any Federal Funds received under the terms of this Agreement.

- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.
- Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.
- The LA is responsible for the payment of the railroad related expenses in accordance with the LA/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.
- Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (15) And certifies to the best of its knowledge and belief its officials:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the LA's concurrence in the award of the construction contract to the responsible low bidder as determined by the STATE.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the LA's certification that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
 - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
 - (c) The LA shall require that the language of this certification be included in the award documents for all subawards at all ties (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) That the LA may invoice the STATE monthly for the FHWA and/or STATE share of the costs incurred for this phase of the improvement. The LA will submit supporting documentation with each request for reimbursement from the STATE. Supporting documentation is defined as verification of payment, certified time sheets, vendor invoices, vendor receipts, and other documentation supporting the requested reimbursement amount.
- (23) To complete this phase of the project within three years from the date this agreement is approved by the STATE if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (24) Upon completion of this phase of the improvement, the LA will submit to the STATE a complete and detailed final invoice with all applicable supporting supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the improvement. If a final invoice is not received within one year of completion of this phase of the improvement, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

- (25) (Single Audit Requirements) That if the LA expends \$500,000 or more a year in federal financial assistance they shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133. LA's that expend less than \$500,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the STATE (Office of Finance and Administration, Audit Coordination Section, 2300 South Dirksen Parkway, Springfield, Illinois, 62764), within 30 days after the completion of the audit, but no later than one year after the end of the LA's fiscal year. The CFDA number for all highway planning and construction activities is 20.205.
- (26) That the LA is required to register with the System for Award Management or SAM (formerly Central Contractor Registration (CCR)), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: <https://www.sam.gov/portal/public/SAM/#1>.

THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the LA's certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the STATE (and FHWA, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the LA to proceed with the construction of the improvement when Agreed Unit Prices are approved and to reimburse the LA for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (Local Contracts) That for agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
- (a) To reimburse the LA for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the LA;
- (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by STATE inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the STATE.

IT IS MUTUALLY AGREED:

- (1) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction.
- (2) That this Agreement and the covenants contained herein shall become null and void in the event that the FHWA does not approve the proposed improvement for Federal-aid participation or the contract covering the construction work contemplated herein is not awarded within three years of the date of execution of this Agreement.
- (3) This Agreement shall be binding upon the parties, their successors and assigns.
- (4) For contracts awarded by the LA, the LA shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The LA shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The LA's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.). In the absence of a USDOT – approved LA DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the STATE's USDOT approved Disadvantaged Business Enterprise Program.
- (5) In cases where the STATE is reimbursing the LA, obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (6) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1- Location Map, Number 2- Local Appropriation Resolution.

(Insert addendum numbers and titles as applicable)

The LA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all exhibits indicated above.

APPROVED

Local Agency

Brian K. Reaves

Name of Official (Print or Type Name)

Village President

Title (County Board Chairperson/Mayor/Village President/etc.)

(Signature)

Date

The above signature certifies the agency's TIN number is 36-6005968 conducting business as a Governmental Entity.

DUNS Number 037044682

APPROVED

State of Illinois
Department of Transportation

Randall S. Blankenhorn, Acting Secretary

Date

By:

Aaron A. Weatherholt, Deputy Director of Highways

Date

Omer Osman, Director of Highways/Chief Engineer

Date

William M. Barnes, Chief Counsel

Date

Director of Finance and Administration

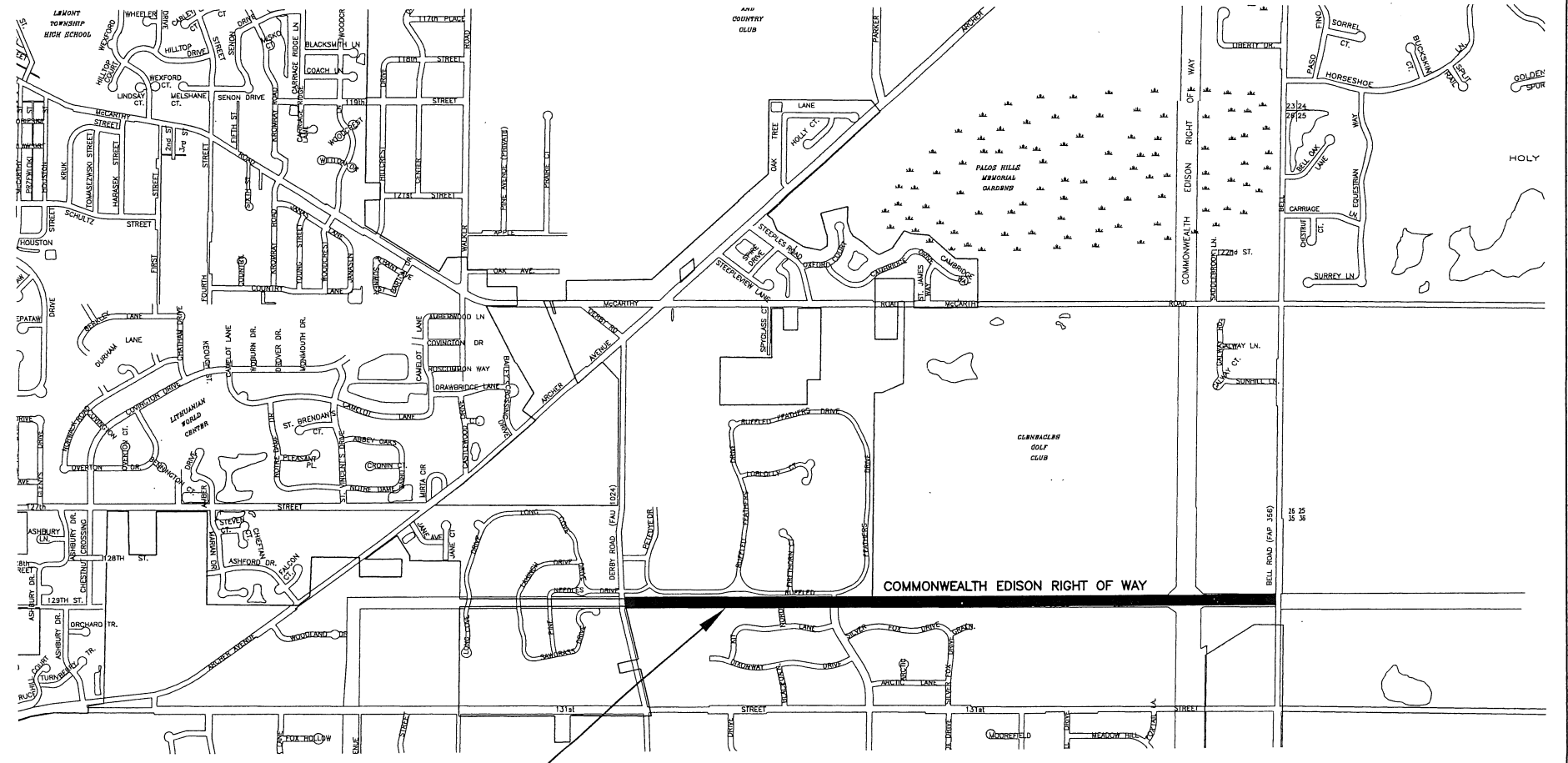
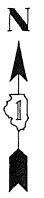
Date

NOTE: If signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

VILLAGE OF LEMONT, ILLINOIS

COMMUNITY BICYCLE PATH - COMED RIGHT-OF-WAY TRAIL


DERBY ROAD (FAU 1024) TO BELL ROAD (FAP 356)



DENOTES COMED RIGHT-OF-WAY TRAIL
 LENGTH OF PROJECT

COMED RIGHT-OF-WAY TRAIL - DERBY ROAD TO BELL ROAD 8,508 FT (1.61 MILES)



Local Agency Village of Lemont	L O C A L A G E N C Y	 Illinois Department of Transportation Preliminary Engineering Services Agreement For Federal Participation	C O N S U L T A N T	Consultant Frank Novotny & Associates, Inc
County Cook				Address 545 Plainfield Road – Suite A
Section 14-00053-00-BT				City Willowbrook
Project No. M-4003(460)				State Illinois
Job No. P 91-186-15				Zip Code 60527
Contact Name/Phone/E-mail Address George Schafer 630-257-1590 gschafer@lemont.il.us	Contact Name/Phone/E-mail Address James L. Cainkar, P.E., P.L.S. 630-887-8640 iimcainkar@franknovotnvengeering.co			

THIS AGREEMENT is made and entered into this _____ day of _____, 2016 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT. Federal-aid funds allotted to the LA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

Project Description

Name ComEd Right-of-Way Trail Route N/A Length 1.61 Mi Structure No. N/A
Termini Bell Road (FAP 356) and Derby Road (FAU 1024)

Description Construction of a ten foot wide bi-ditectional bicycle trail on the Commonwealth Edison Right-of-Way from Bell Road to Derby Road.

Agreement Provisions

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance, in accordance with STATE approved design standards and policies, of engineering services for the LA for the proposed improvement herein described.
2. To attend any and all meetings and visit the site of the proposed improvement at any reasonable time when requested by representatives of the LA or STATE.
3. To complete the services herein described within 300 calendar days from the date of the Notice to Proceed from the LA, excluding from consideration periods of delay caused by circumstances beyond the control of the ENGINEER.
4. The classifications of the employees used in the work should be consistent with the employee classifications and estimated man-hours shown in EXHIBIT A. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are indicated in Exhibit A to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
5. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
6. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of work by the STATE will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or for clarification of any ambiguities.
7. That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by the ENGINEER and will affix the ENGINEER's professional seal when such seal is required by law. Plans for structures to be built as a part of the improvement will be prepared under the supervision of a registered structural engineer and will affix structural engineer seal when such seal is required by law. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the STATE.
8. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.

9. The undersigned certifies neither the ENGINEER nor I have:
- employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT,
 - agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
 - are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) and
 - have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.
10. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.
11. To submit all invoices to the LA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
12. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the project (Exhibit B).
13. Scope of Services to be provided by the ENGINEER:
- Make such detailed surveys as are necessary for the planning and design of the PROJECT.
 - Make stream and flood plain hydraulic surveys and gather both existing bridge upstream and downstream high water data and flood flow histories.
 - Prepare applications for U.S. Army Corps of Engineers Permit, Illinois Department of Natural Resources Office of Water Resources Permit and Illinois Environmental Protection Agency Section 404 Water Quality Certification.
 - Design and/or approve cofferdams and superstructure shop drawings.
 - Prepare Bridge Condition Report and Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types and high water effects on roadway overflows and bridge approaches).
 - Prepare the necessary environmental and planning documents including the Project Development Report, Environmental Class of Action Determination or Environmental Assessment, State Clearinghouse, Substate Clearinghouse and all necessary environmental clearances.
 - Make such soil surveys or subsurface investigations including borings and soil profiles as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations to be made in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE.
 - Analyze and evaluate the soil surveys and structure borings to determine the roadway structural design and bridge foundation.
 - Prepare preliminary roadway and drainage structure plans and meet with representatives of the LA and STATE at the site of the improvement for review of plans prior to the establishment of final vertical and horizontal alignment, location and size of drainage structures, and compliance with applicable design requirements and policies.
 - 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.
 - Complete the general and detailed plans, special provisions and estimate of cost. Contract plans shall be prepared in accordance with the guidelines contained in the Bureau of Local Roads and Streets manual. The special provisions and detailed estimate of cost shall be furnished in quadruplicate.
 - Furnish the LA with survey and drafts in quadruplicate all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

II. THE LA AGREES,

1. To furnish the ENGINEER all presently available survey data and information
2. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee CPFF = 14.5%[DL + R(DL) + OH(DL) + IHDC], or
 CPFF = 14.5%[DL + R(DL) + 1.4(DL) + IHDC], or
 CPFF = 14.5%[(2.3 + R)DL + IHDC]

Where: DL = Direct Labor
 IHDC = In House Direct Costs
 OH = Consultant Firm's Actual Overhead Factor
 R = Complexity Factor

Specific Rate (Pay per element)

Lump Sum _____

3. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:

With Retainage

- a) **For the first 50% of completed work**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **After 50% of the work is completed**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- c) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

Without Retainage

- a) **For progressive payments** – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

4. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.).

III. IT IS MUTALLY AGREED,

1. That no work shall be commenced by the ENGINEER prior to issuance by the LA of a written Notice to Proceed.
2. That tracings, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LA and that basic survey notes, sketches, charts and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request, to the LA or to the STATE, without restriction or limitation as to their use.

3. That all reports, plans, estimates and special provisions furnished by the ENGINEER shall be in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE, it being understood that all such furnished documents shall be approved by the LA and the STATE before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
4. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this agreement.
5. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the STATE; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
6. The payment by the LA in accordance with numbered paragraph 3 of Section II will be considered payment in full for all services rendered in accordance with this AGREEMENT whether or not they be actually enumerated in this AGREEMENT.
7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LA, the STATE, and their officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
8. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LA. The LA will be responsible for reimbursement of all eligible expenses to date of the written notice of termination.
9. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State, as defined in the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- a. Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee'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.
- b. Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or contractor's policy of maintaining a drug free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance program; and
 - (4) The penalties that may be imposed upon an employee for drug violations.
- c. Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- d. Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- e. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by,
- f. 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.
- g. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

10. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LA deems appropriate.

Agreement Summary

Prime Consultant:	TIN Number	Agreement Amount
Frank Novotny & Associates, Inc.	36-2728920	\$111,328.00
Sub-Consultants:	TIN Number	Agreement Amount
Crawford, Murphy and Tilly, Inc.	37-0844662	\$11,319.00
Seeco Consultants Inc.	36-3458492	\$6,720.00
Christopher B. Burke Engineering, LTD.	36-3468939	\$15,534.00
	Sub-Consultant Total:	\$33,573.00
	Prime Consultant Total:	\$111,328.00
	Total for all Work:	\$144,901.00

Executed by the LA:

Village of Lemont

(Municipality/Township/County)

ATTEST:

By: _____

By: _____

Charlene M. Smollen Clerk

Title: Brian K. Reaves, Village President

(SEAL)

Executed by the ENGINEER:

ATTEST:

Frank Novotny & Associates, Inc.

By: _____

By: _____

Title: John E. Fitzgerald, Secretary

Title: James L. Cainkar, President

Exhibit A - Preliminary Engineering

Route: ComEd Right-of-Way Trail
 Local Agency: Village of Lemont
 (Municipality/Township/County)
 Section: 14-00053-00-BT
 Project: M-4003(460)
 Job No.: P 91-186-15

*Firm's approved rates on file with IDOT'S Bureau of Accounting and Auditing:

Overhead Rate (OH) 1.2861 %
 Complexity Factor (R) 0.00
 Calendar Days 300

Method of Compensation:

- Cost Plus Fixed Fee 1 14.5%[DL + R(DL) + OH(DL) + IHDC]
 Cost Plus Fixed Fee 2 14.5%[DL + R(DL) + 1.4(DL) + IHDC]
 Cost Plus Fixed Fee 3 14.5%[(2.3 + R)DL + IHDC]
 Specific Rate
 Lump Sum

Cost Estimate of Consultant's Services in Dollars

Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead*	Services by Others	In-House Direct Costs (IHDC)	Profit	Total
Totals		0.00							

SEE ATTACHED EXHIBIT A PAGE 6A TO 6E

ROUTE: N/A
SECTION: 14-00053-00-BT
PROJECT: M-4003(460)
COUNTY: Cook
JOB NO: P-91-186-15
TYPE OF FUNDING: STP/STU
EXISTING STRUCTURE NO.: N/A

EXHIBIT A - PRELIMINARY ENGINEERING
FRANK NOVOTNY & ASSOCIATES, INC.

DATE: 12/10/15

PROJECT: Common Wealth Edison Right-of-Way Trail
Bell Road to Derby Road

PHASE: I (Preliminary Engineering) COMPLEXITY FACTOR, R = 0

ITEM NO.	ITEM	NUMBER OF MAN HOURS	PAYROLL RATE	PAYROLL AMOUNT	OVERHEAD AND FRINGE BENEFITS 1.2861	INHOUSE DIRECT COSTS	SUBTOTAL	PROFIT 14.50%	SERVICES BY OTHERS *A*	TOTALS	PERCENT OF GRAND TOTAL
		A	B	C	D	E	F	G	H	I	J
1	Early Coordination	16	\$ 59.37	\$ 950	\$ 1,222		\$ 2,172	\$ 331		\$ 2,503	1.73
2	Data Collection & Review	72	\$ 43.86	\$ 3,158	\$ 4,062		\$ 7,220	\$ 1,099		\$ 8,319	5.74
3	Topographic Survey	24	\$ 39.99	\$ 960	\$ 1,235		\$ 2,195	\$ 334	\$ 11,319	\$ 13,848	9.56
4	Preliminary Design Studies	240	\$ 55.29	\$ 13,270	\$ 17,067		\$ 30,337	\$ 4,618		\$ 34,955	24.12
5	Geotechnical Investigation	24	\$ 56.83	\$ 1,364	\$ 1,754		\$ 3,118	\$ 475	\$ 6,720	\$ 10,313	7.12
6	Wetland Investagtion	24	\$ 58.41	\$ 1,402	\$ 1,803		\$ 3,205	\$ 488	\$ 15,534	\$ 19,227	13.27
7	Preliminary Report	120	\$ 59.16	\$ 7,100	\$ 9,131		\$ 16,231	\$ 2,471		\$ 18,702	12.91
8	Quantities	45	\$ 59.16	\$ 2,662	\$ 3,424		\$ 6,086	\$ 926		\$ 7,012	4.84
9	Cost Estimate	16	\$ 61.41	\$ 983	\$ 1,264		\$ 2,247	\$ 342		\$ 2,589	1.79
10	Final Report	140	\$ 63.45	\$ 8,883	\$ 11,424		\$ 20,307	\$ 3,091		\$ 23,398	16.15
11	Administration	16	\$ 65.09	\$ 1,041	\$ 1,339		\$ 2,380	\$ 362		\$ 2,742	1.89
	Meetings	8	\$ 61.41	\$ 491	\$ 631		\$ 1,122	\$ 171		\$ 1,293	0.89
TOTALS		745		\$ 42,264	\$ 54,356	\$ -	\$ 96,620	\$ 14,708	\$ 33,573	\$ 144,901	100.00

A Subconsultant Services by Crawford, Murphy, and Tilly, Inc. for survey work
Subconsultant Services by Seeco Consultants Inc. for Geotechnical Investigation
Subconsultant Services by Christopher B. Burke Engineering LTD. for Wetland Investigation

ROUTE: N/A
SECTION: 14-00053-00-BT
PROJECT: M-4003(460)
COUNTY: Cook
JOB NO: P-91-186-15
TYPE OF FUNDING: STP/STU
EXISTING STRUCTURE NO.: N/A

EXHIBIT A - PRELIMINARY ENGINEERING
FRANK NOVOTNY & ASSOCIATES, INC.
PROJECT: Common Wealth Edison Right-of-Way Trail
Bell Road to Derby Road
PHASE: I (Preliminary Engineering)

Date: 12/10/15

COMPLEXITY FACTOR, R = 0

EMPLOYEE CLASSIFICATION	HOURLY SALARY	ITEM 1 Early Coordination		ITEM 2 Data Collection & Review		ITEM 3 Topographic Survey	
		% PARTIC.	WAGE RATE	% PARTIC.	WAGE RATE	% PARTIC.	WAGE RATE
	\$	%	\$	%	\$	%	\$
PRINCIPAL	70.00		0.00		0.00		0.00
PROJECT MANAGER	63.45	60	38.07	30	19.04	15	9.52
PROJECT ENGINEER	63.45	20	12.69		0.00		0.00
CIVIL ENGINEER II	43.05	20	8.61	20	8.61		0.00
SENIOR TECHNICIAN	42.02		0.00		0.00		0.00
INSPECTOR	46.47		0.00		0.00		0.00
SURVEYING TECHNICIAN	45.37		0.00	30	13.61	60	27.22
CAD TECHNICIAN	36.94		0.00		0.00		0.00
G.I.S. TECHNICIAN	23.73		0.00		0.00		0.00
TECHNICAL ASSISTANT	13.00		0.00	20	2.60	25	3.25
AVERAGE PAYROLL RATE		100	\$59.37	100	\$43.86	100	\$39.99

ROUTE: N/A
 SECTION: 14-00053-00-BT
 PROJECT: M-4003(460)
 COUNTY: Cook
 JOB NO: P-91-186-15
 TYPE OF FUNDING: STP/STU
 EXISTING STRUCTURE NO.: N/A

EXHIBIT A - PRELIMINARY ENGINEERING
FRANK NOVOTNY & ASSOCIATES, INC.
PROJECT: Common Wealth Edison Right-of-Way Trail
 Bell Road to Derby Road
PHASE: I (Preliminary Engineering)

Date: 12/10/15

COMPLEXITY FACTOR, R = 0

EMPLOYEE CLASSIFICATION	HOURLY SALARY	ITEM 4 Preliminary Design Studies		ITEM 5 Geotechnical Investigation		ITEM 6 Wetland Investagtion	
		% PARTIC.	WAGE RATE	% PARTIC.	WAGE RATE	% PARTIC.	WAGE RATE
	\$	%	\$	%	\$	%	\$
PRINCIPAL	70.00		0.00		0.00		0.00
PROJECT MANAGER	63.45	30	19.04	65	41.24	70	44.42
PROJECT ENGINEER	63.45	30	19.04	15	9.52	20	12.69
CIVIL ENGINEER II	43.05	40	17.22		0.00		0.00
SENIOR TECHNICIAN	42.02		0.00		0.00		0.00
INSPECTOR	46.47		0.00		0.00		0.00
SURVEYING TECHNICIAN	45.37		0.00		0.00		0.00
CAD TECHNICIAN	36.94		0.00	10	3.69		0.00
G.I.S. TECHNICIAN	23.73		0.00	10	2.37		0.00
TECHNICAL ASSISTANT	13.00		0.00		0.00	10	1.30
AVERAGE PAYROLL RATE		100	\$55.29	100	\$56.83	100	\$58.41

ROUTE: N/A
 SECTION: 14-00053-00-BT
 PROJECT: M-4003(460)
 COUNTY: Cook
 JOB NO: P-91-186-15
 TYPE OF FUNDING: STP/STU
 EXISTING STRUCTURE NO.: N/A

EXHIBIT A - PRELIMINARY ENGINEERING
FRANK NOVOTNY & ASSOCIATES, INC.
PROJECT: Common Wealth Edison Right-of-Way Trail
 Bell Road to Derby Road
PHASE: I (Preliminary Engineering)

Date: 12/10/15

COMPLEXITY FACTOR, R = 0

EMPLOYEE CLASSIFICATION	HOURLY SALARY	ITEM 7 Preliminary Report		ITEM 8 Quantities		ITEM 9 Cost Estimate	
		% PARTIC.	WAGE RATE	% PARTIC.	WAGE RATE	% PARTIC.	WAGE RATE
	\$	%	\$	%	\$	%	\$
PRINCIPAL	70.00		0.00		0.00		0.00
PROJECT MANAGER	63.45	60	38.07	50	31.73	70	44.42
PROJECT ENGINEER	63.45	20	12.69	30	19.04	20	12.69
CIVIL ENGINEER II	43.05		0.00		0.00	10	4.31
SENIOR TECHNICIAN	42.02	20	8.40	20	8.40		0.00
INSPECTOR	46.47		0.00		0.00		0.00
SURVEYING TECHNICIAN	45.37		0.00		0.00		0.00
CAD TECHNICIAN	36.94		0.00		0.00		0.00
G.I.S. TECHNICIAN	23.73		0.00		0.00		0.00
TECHNICAL ASSISTANT	13.00		0.00		0.00		0.00
AVERAGE PAYROLL RATE		100	\$59.16	100	\$59.16	100	\$61.41

ROUTE: N/A
SECTION: 14-00053-00-BT
PROJECT: M-4003(460)
COUNTY: Cook
JOB NO: P-91-186-15
TYPE OF FUNDING: STP/STU
EXISTING STRUCTURE NO.: N/A

EXHIBIT A - PRELIMINARY ENGINEERING
FRANK NOVOTNY & ASSOCIATES, INC.
PROJECT: Common Wealth Edison Right-of-Way Trail
Bell Road to Derby Road
PHASE: I (Preliminary Engineering)

Date: 12/10/15

COMPLEXITY FACTOR, R = 0

EMPLOYEE CLASSIFICATION	HOURLY SALARY	ITEM 10 Final Report		ITEM 11 Administration		ITEM 12 Meetings	
		% PARTIC.	WAGE RATE	% PARTIC.	WAGE RATE	% PARTIC.	WAGE RATE
	\$	%	\$	%	\$	%	\$
PRINCIPAL	70.00		0.00	25	17.50		0.00
PROJECT MANAGER	63.45	90	57.11	75	47.59	50	31.73
PROJECT ENGINEER	63.45	10	6.35		0.00	40	25.38
CIVIL ENGINEER II	43.05		0.00		0.00	10	4.31
SENIOR TECHNICIAN	42.02		0.00		0.00		0.00
INSPECTOR	46.47		0.00		0.00		0.00
SURVEYING TECHNICIAN	45.37		0.00		0.00		0.00
CAD TECHNICIAN	36.94		0.00		0.00		0.00
G.I.S. TECHNICIAN	23.73		0.00		0.00		0.00
TECHNICAL ASSISTANT	13.00		0.00		0.00		0.00
AVERAGE PAYROLL RATE		100	\$63.45	100	\$65.09	100	\$61.41



**Illinois Department
of Transportation**

Engineering Payment Report

Prime Consultant

Name Frank Novotny & Assoc., Inc.
Address 545 Plainfield Rd – Suite A Willowbrook, Il
Telephone 630-887-8640
TIN Number 36-2728920

Project Information

Local Agency Village of Lemont
Section Number 14-00053-00-BT
Project Number M-4003(460)
Job Number P 91-186-15

This form is to verify the amount paid to the Sub-consultant on the above captioned contract. Under penalty of law for perjury or falsification, the undersigned certifies that work was executed by the Sub-consultant for the amount listed below.

Sub-Consultant Name	TIN Number	Actual Payment from Prime
TO BE FILLED OUT AFTER THE PROJECT IS COMPLETE		
Sub-Consultant Total:		
Prime Consultant Total:		
Total for all Work Completed:		

Signature and title of Prime Consultant – James L. Cainkar, President _____ Date _____

Note: The Department of Transportation is requesting disclosure of information that is necessary to accomplish the statutory purpose as outlined under state and federal law. Disclosure of this information is REQUIRED and shall be deemed as concurring with the payment amount specified above.

For information about IDOTs collection and use of confidential information review the department's [Identity Protection Policy](#).

Frank Novotny & Associates, Inc.

AVERAGE HOURLY PAYROLL RATES

Effective Date: January 1, 2016

<u>PAYROLL CLASSIFICATION</u>	<u>PAYROLL RATE RANGE</u>			<u>AVERAGE PAYROLL RATE</u>
PRINCIPAL	70.00	TO	70.00	70.00
PROJECT MANAGER	64.28	TO	64.28	64.28
PROJECT ENGINEER	64.28	TO	64.28	64.28
CIVIL ENGINEER II	43.85	TO	45.32	44.59
SENIOR TECHNICIAN	39.31	TO	46.82	43.95
INSPECTOR	43.85	TO	64.28	49.20
SURVEYING TECHNICIAN	39.31	TO	64.28	47.55
CAD TECHNICIAN	23.59	TO	45.32	37.62
G.I.S. TECHNICIAN	24.04	TO	24.04	24.04
TECHNICAL ASSISTANT	11.00	TO	15.00	13.00

**VILLAGE OF LEMONT
SECTION 14-00053-00-BT**

**COMED RIGHT-OF-WAY TRAIL
BELL ROAD TO DERBY ROAD**

SCHEDULE

PHASE 1 ENGINEERING AGREEMENT APPROVAL	May 2016
INFORMATION GATHERING	May to June 2016
SURVEY	May to June 2016
PESA INVESTIGATION	May to November 2016
REPORT WRITING AND REVISION	July 2016 to November 2016
PHASE 1 ENGINEERING COMPLETE	November 2016

STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made between Frank Novotny & Associates, Inc., whose address is 545 Plainfield Rd. Suite A, Willowbrook, IL 60527 hereinafter called the **CLIENT** and Crawford, Murphy & Tilly, Inc., Consulting Engineers, 2750 West Washington Street, Springfield, Illinois 62702, hereinafter called the **ENGINEER**.

WITNESSETH, that whereas the **CLIENT** desires the following described professional engineering, land surveying or architectural services:

Surveying services for the Community Bicycle Path – ComEd Right-of-Way Trail as described in Survey Scope - Exhibit A.

NOW THEREFORE, the **ENGINEER** agrees to provide the above described services and the **CLIENT** agrees to compensate the **ENGINEER** for these services in the manner checked below:

- On a time and expense basis in accordance with Exhibit B which is subject to change at the beginning of each calendar year. Reimbursable direct expenses will be invoiced at cost. Professional or Subconsultant services performed by another firm will be invoiced at cost plus ten percent.
- At the lump sum amount of \$_____.

IT IS MUTUALLY AGREED THAT, payment for services rendered shall be made monthly in accordance with invoices rendered by the **ENGINEER**.

IT IS FURTHER MUTUALLY AGREED:

That compensation of surveying services shall not exceed \$11,319.00 per Exhibit B, without further authorization from the **CLIENT**.

The **CLIENT** and the **ENGINEER** each binds himself, his partners, successors, executors, administrators and assignees to each other party hereto in respect to all the covenants and agreements herein and, except as above, neither the **CLIENT** nor the **ENGINEER** shall assign, sublet or transfer any part of his interest in this **AGREEMENT** without the written consent of the other party hereto. This **AGREEMENT**, and its construction, validity and performance, shall be governed and construed in accordance with the laws of the State of Illinois. This **AGREEMENT** is subject to the General Conditions attached hereto.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals this 1 day of 26, 2016.

CLIENT:

FRANK NOVOTNY & ASSOC., INC.

(Client Name)


(Signature)

James L. Cainkar, PE, PLS, Pres.

(Name and Title)

ENGINEER:

CRAWFORD, MURPHY & TILLY, INC.


(Signature)

Theresa L. O'Grady – Water Resources Group Manager

(Name and Title)

CMT Job No. _____

SURVEY SCOPE – EXHIBIT A
Community Bicycle Path – ComEd Right-of-Way Trail
Derby Road (FAU 1024) to Bell Road (FAP 356)
Village of Lemont, Illinois

Crawford, Murphy & Tilly, Inc. will provide an existing conditions survey of the ComEd ROW (approximately 8,508 feet long and 150 feet wide) with sufficient accuracy to locate a proposed path. Generally, CMT will provide topography at 50 foot cross sections and survey all physical features visible from the surface. We will also locate property monumentation found in field within topographic limits to locate the right-of-way and set control approximately every quarter mile that can be used in the construction phase. The final deliverable will be in AutoCAD format and a printed/pdf version.

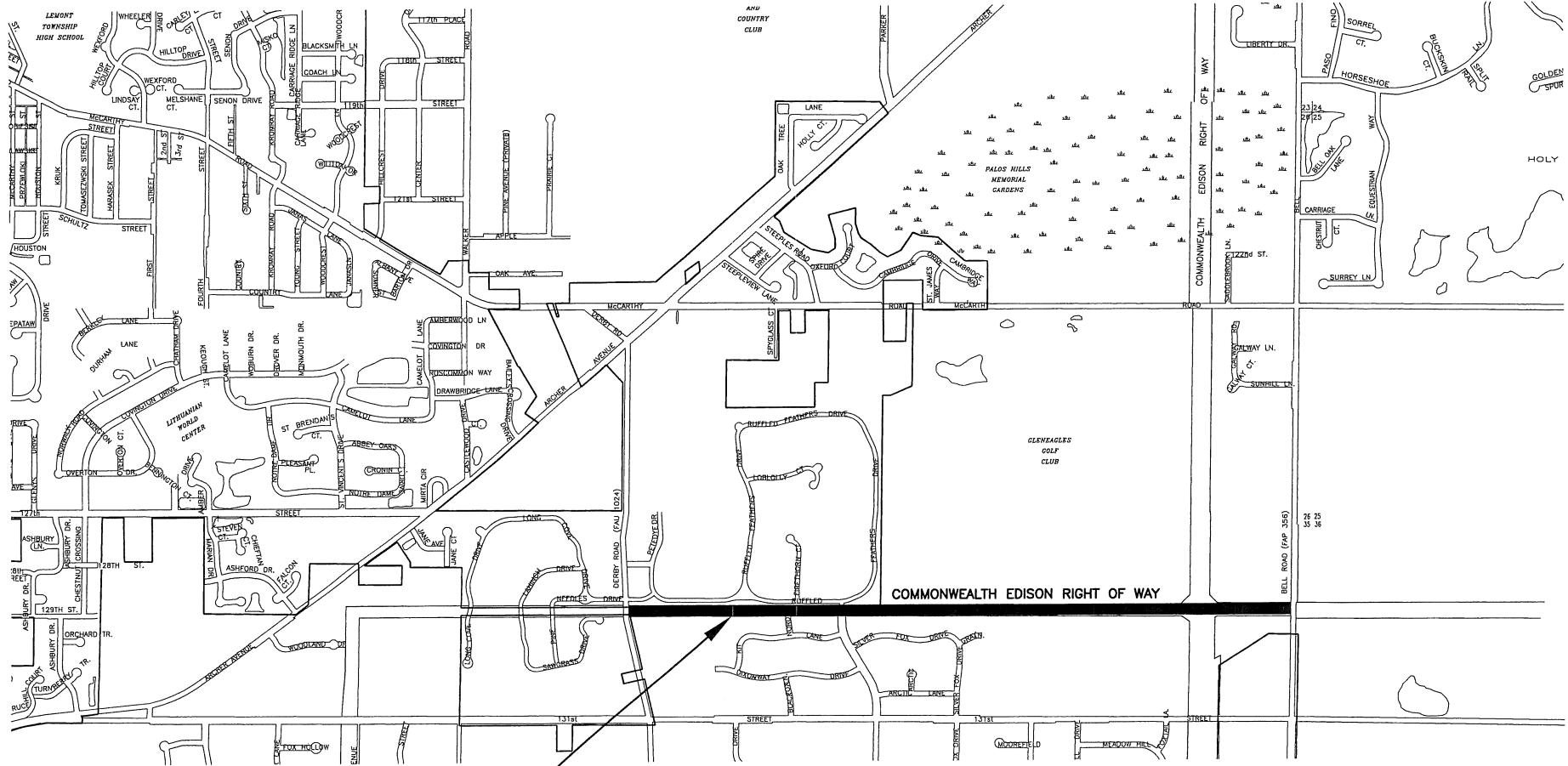
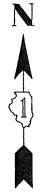
Assumptions:

1. Control will be NGVD 1988 and NAD 1983, Illinois State Plane East Zone (2011).
2. West area east of Dunmoor Drive – Flags set by others will be surveyed. Area assumed to be accessible without additional equipment.
3. Boundary survey or plat work will not be performed.
4. Novotny and Associates to obtain permission from ComEd to enter property.

VILLAGE OF LEMONT, ILLINOIS

COMMUNITY BICYCLE PATH - COMED RIGHT-OF-WAY TRAIL

DERBY ROAD (FAU 1024) TO BELL ROAD (FAP 356)



DENOTES COMED RIGHT-OF-WAY TRAIL
LENGTH OF PROJECT

COMED RIGHT-OF-WAY TRAIL - DERBY ROAD TO BELL ROAD 8,508 FT (1.61 MILES)



"Exhibit B"

Route: ComEd Right of Way Survey

Local Agency: Village of Lemont

Section No.: TBD

Method of Compensation:

- Cost Plus Fixed Fee 1 14.5%[DL + R(DL) + OH(DL) + IHDC]
 Cost Plus Fixed Fee 2 14.5%[DL + R(DL) + 1.4(DL) + IHDC]
 Cost Plus Fixed Fee 3 14.5%[(2.3 + R)DL + IHDC]

*Firm's approved rates on file with DOT'S Bureau of Accounting and Auditing:
 Overhead Rate (OH) 162.45%
 Complexity Factor '®' 0.00
 Calendar Days 942

Cost Estimate of Consultant's Services in Dollars

Element of Work	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead*	Services by others	In-House Direct Costs (IHDC)	Profit	Total	% of Grand Total
Community Bicycle Path - ComEd Right-of-Way Trail									
1 Data Collection	8.0	\$41.72	\$333.72	\$542.13	\$0.00	\$150.00	\$148.75	\$1,174.60	10.38%
2 Field Surveys	116.0	\$25.15	\$2,917.21	\$4,739.00	\$0.00	\$135.00	\$1,129.73	\$8,920.94	78.82%
3 Project Management	8.0	\$50.88	\$407.01	\$661.20	\$0.00	\$0.00	\$154.89	\$1,223.10	10.81%
4	0.0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
5	0.0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Totals	132.0	\$27.71	\$3,657.94	\$5,942.33	\$0.00	\$285.00	\$1,433.36	\$11,318.63	100.00%

**Community Bicycle Path - ComEd Right-of-Way Trail
Village of Lemont / Novotny and Associates**

Man Hour Estimate for Consulting Services (Total Project)

Crawford, Murphy, and Tilly, Inc.

Summary of Man Hours

Item		CMT Total Hours
Community Bicycle Path - ComEd Right-of-Way Trail		
1	Data Collection	8.0
2	Field Surveys	116.0
3	Project Management	8.0
4		0.0
5		0.0
6		0.0
7		0.0
8		0.0
9		0.0
10		0.0
Total Project Hours:		132.0

	<u>CMT Hours</u>	
1 Data Collection		
1.a Obtain Records	8	
Sub - total		8
2 Field Surveys		
2.a Office Set-up and Coordination	8	
2.b Set Control	30	
2.c Topo and Cross-Section Surveys	24	
2.d Find Property Corners	30	
2.e Process Survey File and Plot	24	
Sub - total		116
3 Project Management		
Coordinate	4	
QAQC	4	
Sub - total		8

**Community Bicycle Path - ComEd Right-of-Way Trail
Village of Lemont / Novotny and Associates**

Estimate of Direct Costs

Crawford, Murphy, and Tilly, Inc.

1	Data Collection		
a	Print property mapping	\$150.00	
	Sub - total		\$150.00
2	Field Surveys		
a	Travel: 5 trips x 50 miles x \$.54/mile	\$135.00	
	Sub - total		\$135.00
3	Project Management		
a	No Direct Costs	\$0.00	
	Sub - total		\$0.00

AVERAGE HOURLY PROJECT RATES

FIRM Crawford, Murphy & Tilly, Inc.
 PSB _____
 PRIME/SUPPLEMENT _____

DATE 01/22/16
 SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES			Data Collection			Field Surveys			Project Management			0			0		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	70.00	0																	
Senior Project Engineer	60.04	4	3.03%	1.82							4	50.00%	30.02						
Project Engineer	46.69	0																	
Senior Engineer	36.40	0																	
Senior Technical Manager	40.11	0																	
Engineer	28.80	0																	
Planner	22.88	0																	
Registered Land Surveyor	41.72	36	27.27%	11.38	8	100.00%	41.72	24	20.69%	8.63	4	50.00%	20.66						
Senior Technician	35.55	0																	
Technician II	26.86	0																	
Technician I	20.83	92	69.70%	14.52				92	79.31%	16.52									
Clerical	21.13	0																	
TOTALS		132	100%	\$27.71	8	100.00%	\$41.72	116	100%	\$25.15	8	100%	\$50.88	0	0%	\$0.00	0	0%	\$0.00

Community Bicycle Path - ComEd Right-of-Way Trail
Village of Lemont / Novotny and Associates

Development of Project Hourly Rates (IDOT Method)

Crawford, Murphy, and Tilly, Inc.

Item	2015 Actual Rate	2016 Projected @ 3.0% Increase	2017 Projected @ 3.0% Increase	2018 Projected @ 3.0% Increase	2019 Projected @ 3.0% Increase	2020 Projected @ 3.0% Increase
Average Hourly Rate as a Percent of 2015 Rate	100.0%	103.0%	106.1%	109.3%	112.6%	115.9%
Estimated Months of Contract in Given Year	0	1	0	0	0	0
% of Project Duration	0.00%	100.00%	0.00%	0.00%	0.00%	0.00%
Extension	0.000	1.030	0.000	0.000	0.000	0.000
Weighted Project Hourly Rate Multiplier	Note: Salary Adjustments are Given on January 1 of Each Year					1.0300

Project Duration: 1-2 months in 2016 =

1 months

**Community Bicycle Path - ComEd Right-of-Way Trail
Village of Lemont / Novotny and Associates**

**Computation of Prorated
Project Hourly Rates**

Crawford, Murphy, and Tilly, Inc.

Classification	Actual 2015 Average Hourly Rate	Weighted Hourly Rate Multiplier	Project Hourly Rates *
Principal	\$70.00	1.0300	\$70.00
Senior Project Engineer	\$58.29	1.0300	\$60.04
Project Engineer	\$45.33	1.0300	\$46.69
Senior Engineer	\$35.34	1.0300	\$36.40
Senior Technical Manager	\$38.94	1.0300	\$40.11
Engineer	\$27.96	1.0300	\$28.80
Planner	\$22.21	1.0300	\$22.88
Registered Land Surveyor	\$40.50	1.0300	\$41.72
Senior Technician	\$34.51	1.0300	\$35.55
Technician II	\$26.08	1.0300	\$26.86
Technician I	\$20.22	1.0300	\$20.83
Clerical	\$20.51	1.0300	\$21.13

* Rates to be applied to all project work tasks

Construction Monitoring &
Observations
Construction Materials Testing
Tunnels and Underground Openings
Geotechnical Engineering &
Evaluation

SEECO Consultants Inc.
CONSULTING ENGINEERS

Subsurface Explorations
Foundation Analysis & Design
Structural Rehabilitation
Condition Surveys
Dams and Drainage Studies

December 3, 2015

Mr. Timothy Klass, P.E.
Frank Novotny & Assoc.
825 Midway Dr.
Willowbrook, IL 60527

PROPOSAL AND CONTRACT

Preliminary Environmental Site Assessment for
the ComEd ROW North of 131st St. between Derby
Road and Bell Road, Lemont, IL

Dear Mr. Klass:

As requested, SEECO Consultants, Inc. (SEECO) is pleased to present our proposal for the above referenced project. In preparing our proposal, we have reviewed the information supplied and have drawn upon our experience on similar projects.

SEECO proposes to perform a Preliminary Environmental Site Assessment (PESA) of this Right of Way (ROW) according to "A Manual for Conducting Preliminary Site Assessments for Illinois Department of Transportation Infrastructure Projects-2012." A cursory visual assessment will be made of adjoining properties at the time of reconnaissance of the ROW in question.

To perform the Study, SEECO will perform the following tasks:

- Field Reconnaissance to observe if readily visible signs of environmental concerns are present, including photographic documentation;
- Review of selected governmental agency records to determine if there is recorded evidence of environmental concerns with the subject property or with surrounding facilities. Some of these records may be obtained through a commercially available environmental database. The records to be reviewed include, but are not limited to:

CERCLIS List & State Equivalent
RCRA List & State Equivalent
National Priorities List & State Equivalent
ERNS List
UST Permitted Locations
LUST Incident Reports
State Solid Waste Landfill Inventory
USGS Topographic Map
Aerial Photographs
U.S. Department of Interior Wetlands Inventory Maps
Illinois Hydrological Investigations Atlas

- Interview/discussion with the readily available property owner(s) and local authorities (i.e. Fire Department, HAZMAT Personnel, etc.) for knowledge of past property uses and/or environmental incidents;

(708) 429-1666 • 7350 Duvan Drive • Tinley Park, IL 60477 • FAX: (708) 429-1689

www.seeco.com

PROPOSAL AND CONTRACT

Preliminary Environmental Site Assessment for
the ComEd ROW North of 131st St. between Derby
Road and Bell Road, Lemont, IL

December 3, 2015
Page 2

Upon completion of all activities and record searches, a Report of Findings will be prepared. This report will include site location and features maps, government agency records review, field reconnaissance, and other activities performed including conclusions and recommendations. The level(s) of PESA Risk Findings will be identified. Included will be determinations of Potential Impacted Properties (PIPs) locations, if any, and if a preliminary site investigation (PSI) is required.

One (1) paper copy of the report and one (1) electronic copy will be provided. The PESA will be strictly confidential between SEECO, Frank Novotny and Associates and the Village. Invoicing terms are net 30 days from date of invoice.

The cost for these services as stated herewith will be as follows:

Preliminary Environmental Site Assessment \$6,720.00

If this contract, including the attached General Conditions is acceptable, please indicate by signing one of the copies and returning it to our office. It is represented that by executing this contract you comprehend the terms and conditions set forth and agree to be bound by same.

We appreciate the opportunity to offer our services and are looking forward to working with you on this project.

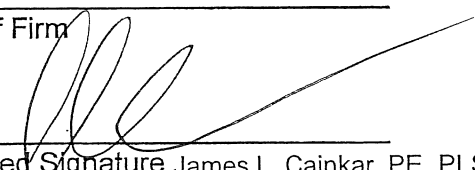
Respectfully submitted,

APPROVED:

SEECO Consultants Inc.

FRANK NOVOTNY & ASSOCIATES, INC.

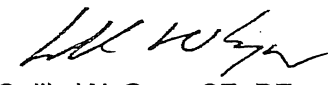
Name of Firm


Authorized Signature James L. Cainkar, PE, PLS


Donald C. Cassier
Director of Field Services

December 10, 2015

Date


Collin W. Gray, SE, PE
President

Please sign one copy and return it to our office and retain one copy for your files.

DCC:arm

Attachment

SEECO Consultants Inc. - General Conditions-11/10

Scope of Work

SEECO Consultants Inc. (hereinafter called SEECO) shall perform the services defined in this contract and shall invoice the Client for those services at the stated amount or standard rates shown on the attached fee schedule. The estimate of cost to the Client as stated in this contract shall not be considered as a firm figure, but only an estimate unless otherwise specifically stated in this contract. SEECO will provide additional services under this contract as requested by the Client and invoice the Client for those additional services at the standard rates, as quoted. Contract does not include the provision for prevailing wage rates unless otherwise stated. Acceptance of services proposed herewith - prior to contract execution- implies and constitutes acceptance of rates and conditions set forth in this contract unless explicitly agreed upon mutually in writing prior to inception of services.

Soil Boring Locations

It is understood that the Client will furnish SEECO with a diagram indicating both the location of the site and the borings on that site. SEECO reserves the right to deviate a reasonable distance from the boring location specified unless this right is specifically revoked by the Client in writing at the time the location diagram is supplied. SEECO reserves the right to terminate this contract if conditions preventing the drilling at the specified locations are encountered which were not made known to SEECO prior to the date of this contract. SEECO will contact the underground utility locate network responsible in the locale being drilled. However, SEECO is not responsible for damage to underground utilities that are not marked, located or mislocated/mismarked whether said utility is party to the locating network or not. Client is responsible for locating proprietary utilities and/or underground structures and appurtenances. SEECO will backfill the boreholes with soil cuttings and match the surface to existing conditions, unless otherwise stated in the contract. SEECO is not responsible to maintain boreholes beyond initial backfilling, for any repair of settled backfill, or any costs associated with potential borehole settlement, including reparations or personal injury beyond our active on site exploration time.

Construction Observation and Testing

Unless otherwise stated in contract, field personnel charges are subject to an eight hour minimum, including portal-to-portal travel time. Any cancellations onsite will incur said eight hour minimum. Cancellations after travel time has commenced will incur a minimum charge of 3 hours to the client.

Access to Sites

Unless otherwise agreed, the Client will furnish SEECO with right-of-access to the site in order to conduct the planned investigation or inspection. SEECO will take responsible precautions to minimize damage to the site due to its operations, but has not included in the fee the cost of restoration of any damage resulting from the operations. This includes crop damage/restoration costs. If the Client desires, SEECO will restore any damage to the site and add the cost of restoration to the fee stated in the proposal contract.

Samples/Reports

All samples of soil and rock will be discarded 60 days after submission of the report unless the Client advises SEECO in writing to the contrary. SEECO will furnish three copies of each report to the client.

Subcontracts/Assignments

SEECO reserves the right to subcontract drilling and related support services to SEECO Environmental Services Inc. and construction inspection, observation and testing services to SEECO Construction Services, Inc. Subcontracting rights are not limited to stated services or entities. Client may not assign this contract without express written consent of SEECO.

Invoices

Invoices will be submitted once a month for services performed during the prior month. Payment will be due within 30 days of receipt of invoice unless otherwise stated in contract. Interest will be added to delinquent accounts at the rate of two percent per month for each month of delinquency. The billing rates as described in the contract may be increased on the annual anniversary of the effective date of this contract at an annual rate not to exceed 10%. Any and all costs incurred in collecting delinquent invoices, including but not limited to legal fees, filing fees and costs, court costs, etc. will be added to the amount due.

Liability

SEECO is protected by Workman's Compensation Insurance (and/or employer's liability insurance) and by public liability insurance for bodily injury (limit \$1,000,000) and property damage (limit \$1,000,000) and will furnish certificates of insurance upon request. Within the limits of the insurance, SEECO agrees to save the Client harmless from loss, damage, injury or liability arising directly from the negligent acts or omissions of SEECO and its employees. If the Client's contract places greater responsibility upon SEECO or requires increased insurance coverage, SEECO will, if specifically directed by the Client, take out additional insurance, if obtainable, at the Client's expense, but will not be responsible for property damage from any causes, including fire and/or explosion beyond the limits of the insurance coverage.

Limitation of Liability

The Client recognizes the inherent risks connected with construction. In performing their professional services, SEECO will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of their profession practicing in the same or similar locality. No other warranty, express or implied, is made or intended by the proposal for consulting services or by furnishing oral or written reports of the findings made. It is agreed that the Client will limit any and all liability, claim for damages, cost of defense, or expenses to be levied against SEECO on account of any design defect, error, omission, or professional negligence to a sum not to exceed \$1,000.00. Further, the Client agrees to notify any contractor or subcontractor who may perform work in connection with any design, report or study prepared by SEECO of such limitation of liability for design defects, omissions, or professional negligence, and require as a condition precedent to their performing the work a like limitation of liability on their part as against SEECO. In the event the Client fails to obtain a like limitation of liability provision as to design defects, errors, omissions, or professional negligence, any liability of the Client and SEECO in such a manner that the aggregate liability for SEECO for such design defect to all parties, including the Client shall not exceed \$1,000.00. Limitation of liability stated herewith is extended to include SEECO Construction Services, Inc. and SEECO Environmental Services, Inc., and any and all officers, shareholders, employees and/or agents of SEECO Consultants Inc., SEECO Construction Services, Inc., and/or SEECO Environmental Services, Inc.



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

December 4, 2015

Frank Novotny & Associates, Inc.
825 Midway Drive
Willowbrook, IL 60527

Attention: Timothy H. Klass

Subject: Proposed Multi-Use Path in ComEd Right-of-Way from Derby Road to Bell Road in Lemont, Cook County, Illinois

Dear Mr. Klass:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to provide this proposal for professional wetland consulting services related to the proposed multi-use path within ComEd right-of-way (ROW) from Derby Road to Bell Road in Lemont, Cook County, Illinois.

SCOPE OF SERVICES

The following services are proposed to comply with Section 404 of the Clean Water Act and the Cook County Watershed Management Ordinance.

Task 1 – Field Reconnaissance: An investigation of the project site will be completed to delineate the limits of wetlands present within the study area. The delineation will be completed based on the methodology established by the U.S. Army Corps of Engineers (USACE). Also during the site visit, wildlife and plant community qualities will be assessed. The limits of the wetland community will be field staked so that they can be professionally surveyed by others in relation to the project coordinate system. We also will locate the delineated boundaries using a submeter handheld GPS unit with GIS level survey accuracy (+/-1 meter).

Task 2 – Wetland Delineation Report: The results of the wetland delineation will be summarized in a letter report. The wetlands' generalized quality ratings, according to the Swink and Wilhelm Methodology (1994), will be included along with exhibits depicting the approximate wetland and project boundaries, National Wetland Inventory, Soil Survey, floodplain, Hydrologic Atlas, USGS topography, site photographs and their locations, and the USACE Routine On-Site Data Forms. The wetland delineation will be depicted on an aerial photograph along with all data point locations clearly identified. The letter will also include a discussion of relevant municipal and federal regulations.

Task 3 – USACE Jurisdictional Determination (if requested): At your request, we will coordinate with the USACE to obtain a Jurisdictional Determination for any wetland areas identified within the study area.

Task 4 – USACE Permit Application or LONO (if required): If federally jurisdictional wetland impacts are required for the project, CBBEL will work with the project engineer to assemble the required exhibits, specifications, data and project information into a permit application.

If no impacts are proposed, but the work will be within close vicinity of federally jurisdictional wetland areas, CBBEL will request a Letter of No Objection (LONO) from USACE for use in acquiring permissions from property owners and local jurisdictions.

Task 5 – MWRDGC Wetland Permitting (if required): If required, CBBEL will prepare the wetland and buffer components of the MRWDGC Watershed Management Ordinance. These documents will be prepared so that they may be included with the overall stormwater permit submittal for the project (prepared by others).

Task 6 – Coordination with ComEd: CBBEL will coordinate with the project engineer to complete the "Environmental Due Diligence Checklist for ROW Land Lease Requests" form required for ComEd land lessees. In addition, CBBEL will assist in the coordination with ComEd for the review and approval of the proposed multi-use path.

Task 7 – Agency Coordination (if necessary): Follow-up meetings with the project team, client and regulatory agencies may be necessary to finalize required information and documentation. We have budgeted for 2 meetings that will be attended by an environmental scientist. If more than 2 meetings are necessary, they will be billed as out of scope services on a Time and Materials basis or by separate proposal.

FEE ESTIMATE

We estimate the costs of the services to be the following:

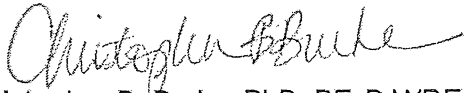
Task 1	\$ 2,245.82
Task 2	\$ 2,578.49
Task 3*	\$ 1,056.83
Task 4*	\$ 2,878.49
Task 5*	\$ 2,578.49
Task 6	\$ 3,007.20
Task 7*	\$ 1,188.37
Total	\$15,533.71

*if requested/necessary

We will bill you in accordance with the attached CECS. Direct costs for mileage, blueprints, photocopying, postage, overnight delivery, messenger services, and report binding are included in the Fee Estimate. We establish our contract in accordance with the attached General Terms and Conditions. These General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services.

We appreciate the opportunity to provide this proposal. Please sign and return one copy of this agreement as an indication of acceptance and notice to proceed. Please feel free to contact us anytime.

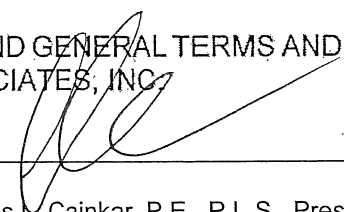
Sincerely,



Christopher B. Burke, PhD, PE, D.WRE, Dist.M.ASCE
President

Encl. General Terms & Conditions
CECS

THIS PROPOSAL AND GENERAL TERMS AND CONDITIONS ACCEPTED FOR FRANK
NOVOTNY & ASSOCIATES, INC.

BY: 

TITLE: James L. Cainkar, P.E., P.L.S., President

DATE: December 10, 2015

**COST PLUS FIXED FEE
COST ESTIMATE OF CONSULTANT SERVICES**

FIRM Christopher B. Burke Engineering, Ltd.
 Local Agency _____
 Section _____
 Project _____
 Job No: _____

OVERHEAD RATE 125.26%
 COMPLEXITY FACTOR 0

DATE 12/04/15

Cost Plus Fixed Fee 2 14.50% [DL+R(DL) +1.4(DL)+IHDC]

DBE DROP BOX	ITEM	MANHOURS (A)	PAYROLL (B)	OVERHEAD & FRINGE BENF (C)	IN-HOUSE DIRECT COSTS (D)	FIXED FEE (E)	Outside Direct Costs (F)	SERVICES BY OTHERS (G)	DBE TOTAL (H)	TOTAL (B-G)	% OF GRAND TOTAL
	Field Reconnaissance	19	838.92	1,050.83	56.00	300.06				2,245.82	14.46%
	Wetland Delineation Report	23	991.50	1,241.95		345.04				2,578.49	16.60%
	USACE Jurisdictional Determination	9	406.38	509.03		141.42				1,056.83	6.80%
	USACE Permit Application or LONC	23	991.50	1,241.95		345.04	300.00			2,878.49	18.53%
	MWRDGC Wetland Permitting	23	991.50	1,241.95		345.04				2,578.49	16.60%
	Coordination with Comed	26	1,156.35	1,448.44		402.41				3,007.20	19.36%
	Agency Coordinaiton	10	456.96	572.39		159.02				1,188.37	7.65%
	TOTALS	133	5,833.11	7,306.55	56.00	2,038.04	300.00	0.00	0.00	15,533.71	100.00%

CHRISTOPHER B. BURKE ENGINEERING, LTD.
GENERAL TERMS AND CONDITIONS

1. Relationship Between Engineer and Client: Christopher B. Burke Engineering, Ltd. (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.

Furthermore, causes of action between the parties to this Agreement pertaining to acts of failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.

2. Responsibility of the Engineer: Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

3. Changes: Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.
4. Suspension of Services: Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumptions

of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

5. Termination: This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
6. Documents Delivered to Client: Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

When and if record drawings are to be provided by the Engineer, Client understands that information used in the preparation of record drawings is provided by others and Engineer is not responsible for accuracy, completeness, nor sufficiency of such information. Client also understands that the level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for project construction. If additional detail is requested by the Client to be included on the record drawings, then the Client understands and agrees that the Engineer will be due additional compensation for additional services.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest

extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

7. Reuse of Documents: All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Client's confidential and proprietary information if the Client has previously advised the Engineer in writing of the specific information considered by the Client to be confidential and proprietary.

8. Standard of Practice: The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.
9. Compliance With Laws: The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. As such and with respect to ADA, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.

Further to the law and code compliance, the Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the project documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer's Scope of Service and compensated for accordingly.

10. Indemnification: Engineer shall indemnify and hold harmless Client up to the amount of this contract fee (for services) from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

Client shall indemnify and hold harmless Engineer under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error omission of Client.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

11. Opinions of Probable Cost: Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgement as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.
12. Governing Law & Dispute Resolutions: This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the **State of Illinois**.

Any claim, dispute or other matter in question arising out of or related to this Agreement, which can not be mutually resolved by the parties of this Agreement, shall be subject to mediation as a condition precedent to arbitration (if arbitration is agreed upon by the parties of this Agreement) or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

The Client and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Requests for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

13. Successors and Assigns: The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
14. Waiver of Contract Breach: The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
15. Entire Understanding of Agreement: This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
16. Amendment: This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".

17. Severability of Invalid Provisions: If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
18. Force Majeure: Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
19. Subcontracts: Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.
20. Access and Permits: Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer perform such services.
21. Designation of Authorized Representative: Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
22. Notices: Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.
23. Limit of Liability: The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this project as made part of this Agreement. Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

24. Client's Responsibilities: The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Client agrees to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services which the Client may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Client.

The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss. The Client also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants as additional insureds on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

In the event the foregoing requirements, or any of them, are not established by the Client and met by the Contractor, the Client agrees to indemnify and hold harmless the Engineer, its employees, agents, and consultants from and against any and all Losses which would have been indemnified and insured against by the Contractor, but were not.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are

specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

25. Information Provided by Others: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.

26. Payment: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:

Collection Costs. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgement or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.

Suspension of Services. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.

27. When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and Client agrees not to modify or delete it:

Kotecki Waiver. Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation claims under the **Illinois** Structural Work Act, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner and Engineer and their agents, employees and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that **Illinois** law prohibits indemnity for the Indemnitees' own negligence. The Owner and Engineer are designated and recognized as explicit third party beneficiaries of the Kotecki Waiver within the general contract and all subcontracts entered into in furtherance of the general contract.

28. Job Site Safety/Supervision & Construction Observation: The Engineer shall neither have control over or 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 Client agrees that the Contractor shall supervise and direct the work efficiently with his/her best skill and attention; and that the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and safety at the job site. The Client agrees and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and that 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. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project.

When construction observation services are included in the Scope of Services, the Engineer shall visit the site at intervals appropriate to the stage of the Contractor's operation, or as otherwise agreed to by the Client and the Engineer to: 1) become generally familiar with and to keep the Client informed about the progress and quality of the Work; 2) to strive to bring to the Client's attention defects and deficiencies in the Work and; 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. If the Client desires more extensive project observation, the Client shall request that such services be provided by the Engineer as Additional and Supplemental Construction Observation Services in accordance with the terms of this Agreement.

The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the

Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

When municipal review services are included in the Scope of Services, the Engineer (acting on behalf of the municipality), when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties. Any suit brought against the Engineer which involve the acts or omissions performed by it in the enforcement of any provisions of the Client's rules, regulation and/or ordinance shall be defended by the Client until final termination of the proceedings. The Engineer shall be entitled to all defenses and municipal immunities that are, or would be, available to the Client.

29. Insurance and Indemnification: The Engineer and the Client understand and agree that the Client will contractually require the Contractor to defend and indemnify the Engineer and/or any subconsultants from any claims arising from the Work. The Engineer and the Client further understand and agree that the Client will contractually require the Contractor to procure commercial general liability insurance naming the Engineer as an additional named insured with respect to the work. The Contractor shall provide to the Client certificates of insurance evidencing that the contractually required insurance coverage has been procured. However, the Contractor's failure to provide the Client with the requisite certificates of insurance shall not constitute a waiver of this provision by the Engineer.

The Client and Engineer waive all rights against each other and against the Contractor and consultants, agents and employees of each of them for damages to the extent covered by property insurance during construction. The Client and Engineer each shall require similar waivers from the Contractor, consultants, agents and persons or entities awarded separate contracts administered under the Client's own forces.

30. Hazardous Materials/Pollutants: Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

Furthermore, Client understands that the presence of mold/mildew and the like are results of prolonged or repeated exposure to moisture and the lack of corrective action. Client also understands that corrective action is a operation, maintenance and repair activity for which the Engineer is not responsible.

Village Board

Agenda Memorandum

To: Mayor & Village Board

From: George Schafer, Village Administrator
Ralph Pukula, Public Works Director

Subject: **A Resolution Approving a Professional Services Agreement with Crawford, Murphy & Tilly, Inc**

Date: February 5, 2016

BACKGROUND/HISTORY

In October of 2015 a commercial truck driver drove into the Derby Road Bridge causing significant structural and other damage to the bridge. Staff has cooperated with the Illinois Department of Transportation to ensure the bridge is safe and passable until the repairs can be made. Staff has also been working with the insurance companies regarding subrogation in the matter.

In preparation for the repairs, staff has been working with a consulting engineer to engineer and develop bid documents for the project. Crawford, Murphy & Tilly has worked with the Village on previous bridge repair projects and has been involved during the testing requirements after the accident. Consequently, staff is recommending the Village enter into an engineering agreement with CMT for the consulting work. The attached agreement is in draft form currently and being further reviewed by staff and legal. The resolution gives the Village Administrator and Village Attorney to make minor modifications to the agreement after board approval.

RECOMMENDATION

Staff is recommending entering into an agreement with Crawford, Murphy & Tully for Engineering Services related to the Derby Road Bridge.

ACTION REQUIRED

Motion to Approve Resolution

ATTACHMENTS

1. Resolution
2. Draft Agreement

Resolution No. _____

A Resolution Approving a Professional Services Agreement with Crawford, Murphy & Tilly, Inc.

WHEREAS, the President and Board of Trustees desire to enter into a Professional Services Agreement with Crawford, Murphy & Tilly, Inc for engineering services for the repair of a bridge located within the corporate limits of the Village (“Agreement”); and

WHEREAS, the President and Board of Trustees believe it is in the best interests of the health, safety and welfare of the Village to enter into an Agreement in substantially the same form as the draft agreement attached as Exhibit A or as otherwise agreed upon by the Village’s Attorney and Crawford, Murphy & Tilly, Inc; and

BE IT RESOLVED by the Village President and Board of Trustees of the Village of Lemont as follows:

SECTION ONE: The foregoing findings and recitals, and each of them, are hereby adopted as Section One of this Resolution and are incorporated by reference as if set forth verbatim herein

SECTION TWO: An Agreement is hereby approved, subject to the Village Attorney’s approval who shall be authorized to negotiate and make any changes to the draft agreement, except material changes that increase or decrease the scope of the services offered by Crawford, Murphy & Tilly, Inc., or increase any costs to the Village.

SECTION THREE: Upon the Village Attorney’s approval, the Village Administrator is authorized to execute an agreement, for an amount not exceed \$39,750.00, and to make minor changes to the document prior to execution which does not materially alter the Village’s obligations, and to take any other steps necessary to carry out this Resolution. Should the terms

of an agreement not be agreed upon by the Village Attorney and Crawford, Murphy & Tilly, Inc., the Village Administrator is authorized to cease negotiations.

SECTION FOUR: This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL AND DUPAGE, ILLINOIS on this 8th day of February, 2016.

PRESIDENT AND VILLAGE BOARD MEMBERS:

	AYES:	NAYS:	ABSENT:	ABSTAIN
Debby Blatzer	_____	_____	_____	_____
Paul Chialdikas	_____	_____	_____	_____
Clifford Miklos	_____	_____	_____	_____
Ron Stapleton	_____	_____	_____	_____
Rick Sniegowski	_____	_____	_____	_____
Jeanette Virgilio	_____	_____	_____	_____

BRIAN K. REAVES
President

ATTEST:

CHARLENE M. SMOLLEN
Village Clerk

EXHIBIT A

Professional Services Agreement with Crawford, Murphy & Tilly, Inc.



December 18, 2015

Mr. Ralph Pukula
Public Works Director
Village of Lemont
418 Main Street
Lemont, Illinois 60439

**Re: Structure Carrying Derby Road over Pine Needles Drive
S.N. 016-7257
Construction Documents for Bridge Repair**

Dear Mr. Pukula:

Enclosed is our proposal outlining the scope of work and proposed cost of professional engineering services for repairs to the bridge carrying Derby Road over Pine Needles Drive. The scope includes:

1. Estimated effort for updating previously prepared construction documents for general bridge maintenance repair items and,
2. Estimated effort for preparation of construction documents for repair of the damaged east fascia girder that was damaged in a vehicular accident on October 20, 2015.

We propose to provide the professional engineering services for a fee not to exceed \$39,750 without further authorization by the Village.

Please call if you have questions or would like to discuss the scope of work or fee. On behalf the staff at Crawford, Murphy & Tilly, thank you for the opportunity to provide professional engineering services to the Village.

Sincerely,

CRAWFORD, MURPHY & TILLY, INC.

A handwritten signature in blue ink, appearing to read 'Chris Dagiantis'.

Chris Dagiantis, P.E.
Project Manager

Encl.- Engineering Proposal

STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made between Village of Lemont, whose address is 418 Main Street, Lemont, IL 60439-3788 hereinafter called the **CLIENT** and Crawford, Murphy & Tilly, Inc., Consulting Engineers, 2750 West Washington Street, Springfield, Illinois 62702, hereinafter called the **ENGINEER**.

WITNESSETH, that whereas the **CLIENT** desires the following described professional engineering, land surveying or architectural services:

Engineering drawings, specifications and engineer's estimate of probable construction cost for repairs to the bridge carrying Derby Road over Pine Needles Drive, S.N. 016-7357.

NOW THEREFORE, the **ENGINEER** agrees to provide the above described services and the **CLIENT** agrees to compensate the **ENGINEER** for these services in the manner checked below:

- On a time and expense basis in accordance with the attached Schedule of Hourly Charges which is subject to change at the beginning of each calendar year. Reimbursable direct expenses will be invoiced at cost. Professional or Subconsultant services performed by another firm will be invoiced at cost plus ten percent.

- At the lump sum amount of \$_____.

IT IS MUTUALLY AGREED THAT, payment for services rendered shall be made monthly in accordance with invoices rendered by the **ENGINEER**.

IT IS FURTHER MUTUALLY AGREED:

Services shall be performed according to Exhibit A – Scope for Derby Road Bridge Repairs for a total amount not to exceed \$39,750, unless authorized by the owner.

The **CLIENT** and the **ENGINEER** each binds himself, his partners, successors, executors, administrators and assignees to each other party hereto in respect to all the covenants and agreements herein and, except as above, neither the **CLIENT** nor the **ENGINEER** shall assign, sublet or transfer any part of his interest in this **AGREEMENT** without the written consent of the other party hereto. This **AGREEMENT**, and its construction, validity and performance, shall be governed and construed in accordance with the laws of the State of Illinois. This **AGREEMENT** is subject to the General Conditions attached hereto.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals this ____ day of ____, 2015.

CLIENT:

(Client Name)

(Signature)

(Name and Title)

ENGINEER:

CRAWFORD, MURPHY & TILLY, INC.

Ther O'Boody, P.E.
(Signature)
Group Manager - Water Resources
(Name and Title)

CMT Job No. 15211-01-01

STANDARD GENERAL CONDITIONS
Crawford, Murphy & Tilly, Inc.

1. Standard of Care

In performing its professional services hereunder, the **ENGINEER** will use that degree of care and skill ordinarily exercised, under similar circumstances, by members of its profession practicing in the same or similar locality. No other warranty, express or implied, is made or intended by the **ENGINEER'S** undertaking herein or its performance of services hereunder.

2. Reuse of Document

All documents including Drawings and Specifications prepared by **ENGINEER** pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by **CLIENT** or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by **ENGINEER** for the specific purpose intended will be at **CLIENT'S** sole risk and without liability or legal exposure to **ENGINEER**; and **CLIENT** shall indemnify and hold harmless **ENGINEER** from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.

3. Termination

This Agreement may be terminated by either party upon seven days prior written notice. In the event of termination, the **ENGINEER** shall be compensated by the client for all services performed up to and including the termination date, including reimbursable expenses, and for the completion of such services and records as are necessary to place the **ENGINEER'S** files in order and/or to protect its professional reputation.

4. Parties to the Agreement

The services to be performed by the **ENGINEER** under this Agreement are intended solely for the benefit of the **CLIENT**. Nothing contained herein shall confer any rights upon or create any duties on the part of the **ENGINEER** toward any person or persons not a party to this Agreement including, but not limited to any contractor, subcontractor, supplier, or the agents, officers, employees, insurers, or sureties of any of them.

5. Construction and Safety

The **ENGINEER** shall not be responsible for the means, methods, procedures, techniques, or sequences of construction, nor for safety on the job site, nor shall the **ENGINEER** be responsible for the contractor's failure to carry out the work in accordance with the contract documents.

6. Payment

Payment for services rendered shall be made monthly in accordance with invoices rendered by the **ENGINEER**. If payment is to be on a lump sum basis, monthly payments will be based on the portion of total services completed during the month. Invoices, or any part thereof, which are not paid within 30 days after the date of issue shall bear interest at the rate of 1-1/2% for each month or fraction thereof from the date 30 days after issue to time of payment. **CLIENT** will pay on demand all collection costs, legal expenses and attorneys' fees incurred or paid by **ENGINEER** in collecting payment, including interest, for services rendered.

7. Indemnification for Release of Pollutants

If this project does not involve pollutants, this provision will not apply. This provision may not be deleted if the project involves pollutants.

If, due to the nature of the service covered under this Agreement including the potential for damages arising out of the release of pollutants, **CLIENT** agrees that in the event of one or more suits or judgments against **ENGINEER** in favor of any person or persons, or any entity, for death or bodily injury or loss of or damage to property or for any other claimed injury or damages arising from services performed by **ENGINEER**, **CLIENT** will indemnify and hold harmless **ENGINEER** from and against liability to **CLIENT** or to any other persons or entities irrespective of Engineer's compensation and without limitation. It is understood that the total aggregate liability of **ENGINEER** arising from services performed by **ENGINEER** shall in no event exceed \$50,000 or the total compensation received under this agreement whichever is greater, no matter the number of or amount of such claims, suits, or judgments.

8. Risk Allocation

The total liability, in the aggregate, of the **ENGINEER** and **ENGINEER'S** officers, directors, employees, agents and consultants, and any of them, to **CLIENT** and anyone claiming by, through or under **CLIENT**, for any and all injuries, claims, losses, expenses or damages arising out of the **ENGINEER'S** services, the project or this agreement, including but not limited to the negligence, errors, omissions, strict liability or breach of contract of **ENGINEER** or **ENGINEER'S** officers, directors, employees, agents or consultants, or any of them, shall not exceed the total compensation received by **ENGINEER** under this agreement, or the total amount of \$50,000, whichever is greater.

CRAWFORD, MURPHY & TILLY, INC.
STANDARD SCHEDULE OF HOURLY CHARGES
EFFECTIVE JANUARY 1, 2015

Classification	Regular Rate Per Hour	Overtime Rate Per Hour
Principal	\$ 190	\$ 190
Senior Project Engineer/Manager	\$ 180	\$ 180
Project Engineer/Manager/Architect	\$ 145	\$ 145
Senior Engineer/Architect	\$ 125	\$ 145
Senior Technical Manager	\$ 115	\$ 135
Senior Planner/GIS Specialist	\$ 110	\$ 130
Engineer/Architect	\$ 105	\$ 125
Planner/Technical Manager	\$ 75	\$ 90
Land Surveyor	\$ 125	\$ 145
Senior Technician	\$ 110	\$ 130
Technician II	\$ 90	\$ 110
Technician I	\$ 75	\$ 90
Administrative Assistant/Accountant	\$ 50	\$ 60

If the completion of services on the project assignment requires work to be performed on an overtime basis, overtime rates will apply and the fee will be adjusted to include the additional premium costs. These rates are subject to change upon reasonable and proper notice. In any event this schedule will expire and be superseded by a new schedule on or about January 1, 2016.

To the amount charged at rates shown will be added the actual cost of blueprints, supplies, transportation and subsistence and other miscellaneous job related expenses directly attributable to the performance of services. A usage charge will be made when flow monitoring, sampling or level recording equipment, nuclear density equipment, GPS equipment, robotic total station or other similar specialized equipment are used directly on assignments.

Professional or Subconsultant services furnished to the Crawford, Murphy & Tilly, Inc. by another company shall be invoiced at actual cost plus ten percent.

CRAWFORD, MURPHY AND TILLY, INC.
STANDARD DIRECT COSTS RATES
January 1, 2015

<u>ITEM</u>	<u>COST / ITEM</u>
CMT or Employee Construction/Survey Vehicle - Level 2 Usage	\$ 12.00/Day
Employee Construction/Survey Vehicle - Level 1 Usage	\$ 5.00/Day
CMT or Employee Vehicle Mileage (2015 IRS rate)	\$ 0.57/Mile
Aerial Photos, or Custom Reproductions	at actual cost
8 1/2" x 11" Copies (including Collating & Binding)	\$ 0.15 Each*
8 1/2" x 14" Copies (including Collating & Binding)	\$ 0.15 Each*
11" x 17" Copies (including Collating & Binding)	\$ 0.20 Each*
*external copy at cost (in house copies at no charge)	
Bond Prints	\$ 0.40 / Sq.Ft.
Vellum Prints	\$ 0.60 / Sq.Ft.
Photo Paper for Public Exhibits	\$ 200 / Roll
Mylar Prints	\$ 1.50 / Sq.Ft.
Roll of Film / Film Processing	at actual cost
GPS Equipment (per log sheet – chargeable rate)	\$250.00 / Day
Robotic Total Station (per log sheet – chargeable rate)	\$100.00 / Day
Subsistence (per diem)	\$ 50.00 / Day
Meal allowance - Supper	\$ 27.00 / Day
Meal allowance - Breakfast	\$ 7.00 / Day
Lodging (at cost)	at actual cost
UPS Delivery	at actual cost
Aerial photos scanned	at actual cost
Other Direct Expenses	at actual cost

Direct costs are at actual cost documented by vendor invoices or employee expense reports. Log sheet are used as noted for internal equipment charges to projects.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/24/2015

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 Holmes Murphy and Associates - Peoria 311 S.W. Water Street Suite 211 Peoria, IL 61602-4108	1-800-527-9049	CONTACT NAME: Traci Stoecker / Linda Bomarito PHONE (A/C. No. Ext): 800-527-9049 E-MAIL ADDRESS:	FAX (A/C. No): 888-898-6385
INSURED Crawford, Murphy & Tilly, Inc. CMT North America, Inc. 2750 West Washington Springfield, IL 62702		INSURER(S) AFFORDING COVERAGE	
		INSURER A: EMPLOYERS MUT CAS CO	NAIC # 21415
		INSURER B: XL SPECIALTY INS CO	37885
		INSURER C: COLONY INS CO	39993
		INSURER D:	
		INSURER E:	
		INSURER F: ROCKHILL INS CO	28053

COVERAGES

CERTIFICATE NUMBER: 45495408

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Sev of Int GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			5D39308-16	12/01/15	12/01/16	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Valuable Papers \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			5E39308-16	12/01/15	12/01/16	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			5J39308-16	12/01/15	12/01/16	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			5H39308-16	12/01/15	12/01/16	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability			DPR9800053	12/01/15	12/01/16	\$5,000,000 Ea Claim 7,000,000Aggr
C	Pollution Liability			CSP304179	12/01/15	12/01/16	\$5,000,000 Ea Claim 10,000,000Aggr
F	Excess Umbrella			XS01513300	12/01/15	12/01/16	\$5,000,000 Ea Claim 5,000,000Aggr

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

CERTIFICATE HOLDER**CANCELLATION**

"EVIDENCE OF INSURANCE - For Proposal Purposes"	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
* *, IL 62702 USA	AUTHORIZED REPRESENTATIVE <i>Traci Stoecker</i>

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ACORD 25 (2014/01)
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EXHIBIT A

Scope for Derby Road Bridge Repairs

Village of Lemont
Cook County, Illinois

S.N. 016-7357 Derby Road over Pine Needles Drive

Scope of Work
Derby Road Bridge Repairs (S.N. 016-7357)
VILLAGE OF LEMONT, ILLINOIS
December 14, 2015

Introduction

This scope outlines engineering services:

1. Preparation of plans, specifications and engineer's estimate of probable construction cost for removal and replacement of the east fascia precast prestressed concrete girder on the bridge carrying Derby Road over Pine Needles Drive (SN 016-7357). The girder experienced severe damage in a vehicular accident on October 20, 2015.
2. Integrating into the contract documents, the previously prepared plans, specifications and engineer's estimate of probable construction cost for the general maintenance rehabilitation of the bridge carrying Derby Road over Pine Needles Drive (SN 016-7357). General maintenance rehabilitation contract documents for this structure were prepared in 2013 - 2014; these sheets were shelved due to construction budget constraints. Since the time general maintenance plans were prepared, additional deterioration has been observed and such additional deteriorated elements will be incorporated into the new set of construction documents.

Phase I Preliminary Engineering

1. Assume no Phase I preliminary engineering services will be performed. This proposal has been prepared with the assumption that Village and or private funds are utilized for engineering and construction. If Federal funds are used, a considerably greater level of effort would be necessary.

Phase II – Design and Bidding

1. Review and update previously prepared general bridge maintenance plans, specifications and engineer's estimate of probable construction cost of the bridge carrying Derby Road over Pine Needles Drive (SN 016-7357) for a spring 2016 construction season.
2. Prepare plans, specifications and engineer's estimate of probable construction cost for removal and replacement of the east fascia girder to restore the overall bridge to the load rating that was reported in the Illinois Structure Information Management System (SIMS) prior to the October 20, 2015 collision with a ready-mix concrete truck. Available as-built drawings will be utilized and referenced.
3. Integrate the contract documents for both general bridge maintenance and replacement of the damaged east fascia girder into a single set of contract documents. Previously prepared plan sheets will be utilized to the greatest extent possible. It is anticipated that some of the previously prepared sheets will include added details of the east fascia girder removal and replacement.
4. Derby Road Maintenance of Traffic during construction:
 - a. The previously prepared traffic control design (day-time single lane closures with one lane open) will be utilized for the general bridge maintenance repair items.
 - b. Since parapet and deck removal is required to remove and replace the damaged east fascia girder, an additional traffic control set-up will be required to maintain a minimum of one lane of traffic on Derby Road during replacement of the damaged girder. The additional Maintenance of Traffic plan will include an additional plan sheet to show concrete barrier wall, temporary portable signalized traffic control devices, additional

Scope of Work
Derby Road Bridge Repairs (S.N. 016-7357)
VILLAGE OF LEMONT, ILLINOIS
December 14, 2015

- temporary traffic control signs and temporary striping for traffic storage at each end of the bridge.
- c. Use of the gated field entrance on the west side of Derby road, located approximately 250 feet south end of the bridge may be necessary for emergency services (fire, ambulance), mail and courier services, refuse collection, and other services.
5. Traffic control for motorists on Pine Needles Drive will be designed to maintain traffic below the bridge during a majority of the construction for the girder replacement. Short term traffic interruptions on Pine Needles Drive will be necessary during removal of the existing girder, installation of the new girder and deck construction. A portion of one lane of Pine Needles drive will be needed for a contractor lay-down area to store the needed crane and other construction materials and equipment during the actual construction time.
 6. Plans, specification and engineer's estimate of probable construction cost will be prepared in a manner suitable for bidding to make all bridge repairs.
 - a. Special Provisions will include requirements that the contractor restore disturbed turf areas, roadway surfaces, sidewalk, curbing and signing.
 - b. Pay items, quantities and engineer's estimate of probable construction costs will be prepared for a separate tabulation of general bridge maintenance items and east fascia girder replacement items.
 7. Estimated number of sheets (16 sheets).
 - a. Cover Sheet.
 - b. General Notes and Summary of Quantities.
 - c. Maintenance of Traffic Plan I.
 - d. Maintenance of Traffic Plan II.
 - e. General Plan and Elevation, Total Bill of Material.
 - f. Deck Cross Section; proposed removal and replacement.
 - g. Top of Deck Elevations.
 - h. PPC Girder Elevation and Details - 48-inch Girder.
 - i. Deck Reinforcement Plan and Details.
 - j. Framing Plan and Diaphragm Details.
 - k. Parapet Details.
 - l. North Abutment Repairs.
 - m. South Abutment Repairs.
 - n. Deck Joint Repairs, Fixed and Expansion Joints.
 - o. Elastomeric Bearing Details.
 - p. Miscellaneous details.
 8. Front-end bidding documents:
 - a. Assume the use of Village of Lemont front-end bidding documents.
 9. Cost Estimate - Prepare a cost estimate for the Village Board:
 - a. Prepare a preliminary engineer's estimate of probable construction costs prior to the preparation of the overall contract documents, for use by the Village Board, before the end of 2015 as requested. This estimate will include a contingency to cover costs not known before the actual preparation of the complete bidding package.

Scope of Work
Derby Road Bridge Repairs (S.N. 016-7357)
VILLAGE OF LEMONT, ILLINOIS
December 14, 2015

10. Bidding – Advertise, pre-bid meeting (if necessary), respond to contractor questions during bidding, bid opening, bid evaluation and award recommendation to the Village Board.

Phase III – Construction Observation (Proposal to be prepared separately)

1. Assistance during between bid day and award of contract.
2. Pre-construction meeting with contractor and village.
3. Construction observation.
4. Reports as deemed appropriate.
5. Walkthrough / punch list creation.
6. Final inspection.

CRAWFORD, MURPHY & TILLY, INC.
CONTRACT ATTACHMENT - EXHIBIT A - 2015 PROFESSIONAL SERVICES COST ESTIMATE

CLIENT VILLAGE OF LEMONT, ILLINOIS
 PROJECT NAME DERBY BRIDGE REHABILITATION (S.N. 016-7357)
 CMT JOB NO. CMT JOB NO. 15211-01-02

Prep By	CPD
DATE	12/16/15
Apprvd	RJK
DATE	12/16/15

TASK NO.	TASKS \ CLASSIFICATIONS	PRINCIPAL	SR PROJECT ENGR	PROJECT ENGR	SENIOR ENGINEER	SENIOR ARCHITECT	SENIOR ENGINEER	SENIOR TECHNICAL	ARCHITECT	ENGINEER	LAND SURVEYOR	SENIOR TECHNICAL	SENIOR PLANNER	GIS SPECIALIST	TECHNICAL PLANNER	TECHNICAL MGR	TECHNICIAN II	TECHNICIAN I	ADMIN ASSISTANT	ACCOUNTANT	MAN HOURS & LABOR SUMMARY	
																						TOTAL
CURRENT YEAR 2015 HOURLY RATES		\$190	\$180	\$145	\$125	\$115	\$105	\$125	\$110	\$75	\$90	\$75	\$50									TOTAL
1	Initial Engineer's Estimate of Probable Construction Cost		8	8																		16
2	Plan Preparation, 16 sheets		8	92	68			32														200
3	Specifications, Estimate of Probable Construction Cost		2	12																		14
4	IDOT Bridge Office Review & Disposition		2	14																		16
5	Bidding Phase			8																		8
6	Meeting & Owner Communications		2	6																		8
7	Project Management			10																		10
8																						
9																						
10																						
11																						
12																						
13																						
14																						
15																						
TOTAL MAN HOURS			22	150	68			32														272
SUBTOTAL - BASE LABOR EFFORT			\$3,960	\$21,750	\$8,500			\$3,360														\$37,570
TASKS (CONTINUED)		TOTAL LABOR EFFORT	DIRECT EXPENSE & REIMBURSABLES										TOTAL EXPENSE	TOTAL FEE								
			TRAVEL MILEAGE	MEALS & LODGING	PRINTING	EQUIP- MENT	MISC	SURVEY MTL	SUBS	SUBS ADMIN	UPS or FED Ex	OTHER EXP										
1	Initial Engineer's Estimate of Probable Construction Cost	\$2,600					\$2,600							\$2,600								
2	Plan Preparation, 16 sheets	\$26,640												\$26,640								
3	Specifications, Estimate of Probable Construction Cost	\$2,100			\$229								\$229	\$2,329								
4	IDOT Bridge Office Review & Disposition	\$2,390												\$2,390								
5	Bidding Phase	\$1,160									\$80		\$80	\$1,240								
6	Meeting & Owner Communications	\$1,230	\$119										\$119	\$1,349								
7	Project Management	\$1,450												\$1,450								
8																						
9																						
10																						
11																						
12																						
13																						
14																						
15																						
TOTALS		\$37,570	\$119		\$229						\$80		\$428	\$37,998								
TIME PERIOD OF PROJECT		2015	2016	2017	2018	TOTAL	EST % OF OT HRS INCLUDED ABOVE					MULTI-YEAR + OT										
PERCENTAGE OF WORK TO BE PERFORMED BY YEAR		7%	93%			100%	AVERAGE OVERTIME RATE PREMIUM					MLTPLR & AMT										
WEIGHTING FACTOR FOR 5% ANNUAL ADJUSTMENT		0.0700	0.9765			1.0465	OT ADJUSTMENT FACTOR					1.0465										
ESTIMATED CONTINGENCY																						
ROUNDING													\$2									
TOTAL FEE		MATH CROSS CHECK IS OK											\$39,750									

DIRECT COSTS ESTIMATE

TRAVEL COST FOR PERIODIC MEETINGS, SITE VISITS, ETC. BASED ON NUMBER OF ROUND TRIPS	NUMBER OF ROUND TRIPS	MILES PER ROUND TRIP	TOTAL MILES		TOTAL MILES	RATE	TOTAL COST
PERSONAL VEHICLE MILEAGE (MILES)							
EMPLOYEE	2	52	104	0	104	\$ 0.57	\$ 59
EMPLOYEE	2	52	104	0	104	\$ 0.57	\$ 59
SUBTOTAL							\$ 119
TOTAL MILEAGE							\$ 119
OUTSIDE PRINTING							
	NO OF SHEETS	NO OF SETS OR COPIES	SQ FT PER SHEET	QUANTITY	CHARGE-OUT METHOD	RATE PER UNIT OF CHARGE-OUT METHOD	AMOUNT
8 1/2" X 11" COPIES	115	20	N/A	2300	EACH	\$ 0.08	\$ 184.00
8 1/2" X 14" COPIES	0	1	N/A	0	EACH	\$ 0.10	\$ -
11" X 17" COPIES (1/4 SIZE BOND PRINTS)	15	20	N/A	300	EACH	\$ 0.15	\$ 45.00
FULL SIZE BOND PRINTS	0	1	6	0	PER SQ FT	\$ 0.15	\$ -
FULL SIZE VELLUM PRINTS	0	1	6	0	PER SQ FT	\$ 0.75	\$ -
FULL SIZE MYLAR PRINTS	0	1	6	0	PER SQ FT	\$ 1.50	\$ -
TOTAL PRINTING							\$ 229.00
MISCELLANEOUS							
	QUANTITY PER DAY WEEK OR MONTH	TIME FREQUENCY MONTH	NUMBER OF DAYS WEEKS OR MONTHS	TOTAL QUANTITY	CHARGE-OUT METHOD	RATE PER UNIT OF CHARGE-OUT METHOD	AMOUNT
USE ACTUAL COST							
MISCELLANEOUS							
DELIVERY SERVICE (FEDX, UPS) - AIR SERVICE	1	DAY / WK / MO	0	2	LTR PACK	\$ 20.00	\$ 40
DELIVERY SERVICE (FEDX, UPS) - AIR SERVICE	0	DAY / WK / MO	0	2	>1 LBS	\$ 20.00	\$ 40
DELIVERY SERVICE (FEDX, UPS) - GROUND	0	DAY / WK / MO	0	0	>1 LBS	\$ 10.00	\$ -
TOTAL MISCELLANEOUS							\$ 80
GRAND TOTAL							\$ 428