

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

August 22, 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. August 8, 2016 Village Board Meeting Minutes
 2. August 15, 2016 Committee of the Whole Meeting Minutes
 - B. Approval of Disbursements
 - C. An Ordinance Authorizing Sale and Disposal of Surplus Village Property
 - D. A Resolution Approving the Purchase of a 2.5 Ton Dump Truck
 - E. A Resolution Approving a Professional Services Agreement with Christopher B. Burke Engineering, LTD.
- IV. Mayor's Report
 - A. OAN – Sentry Network Member Recognition
 - B. Audience Participation
- V. Clerk's Report
 - A. Correspondence

B. Ordinances

1. An Ordinance Granting a Variation to §17.07.020.F.2 of the UDO to Allow for a Driveway to Access a Street at 23 E. Logan Street in Lemont, IL (23 E. Logan St. Variation)
(Planning & ED)(Stapleton)(Jones/Valone)

C. Resolution

1. A Resolution Approving the IMTT Culvert Improvement Agreement with Norvilla, LLC.
(Administration)(Reaves)(Schafer)

VI. Village Attorney Report

VII. Village Administrator Report

VIII. Board Reports

IX. Staff Reports

X. Unfinished Business

XI. New Business

XII. Executive Session Discussion Under Chapter 5 ILCS

-The performance of an employee and the employment of an employee under Section 2(c)1

XIII. Action on Closed Session Item(s)

XIV. Motion to Adjourn

Minutes
VILLAGE BOARD MEETING
Village Hall – 418 Main Street
August 8, 2016
7:00 p.m.

The regular meeting of the Lemont Village Board was held on Monday, August 8, 2016 at 7:00 p.m., with Mayor Brian Reaves presiding.

I. **PLEDGE OF ALLEGIANCE**

II. **ROLL CALL:** Stapleton, Virgilio, Blatzer, Chialdikas, Sniegowski; present. Miklos, absent.

III. **CONSENT AGENDA**

Motion by Sniegowski, seconded by Chialdikas, to approve the following items on the consent agenda by omnibus vote:

A. Approval of Minutes

1. July 25, 2016 Village Board Meeting Minutes

B. Approval of Disbursements.

Roll Call: Stapleton, Virgilio, Blatzer, Chialdikas, Sniegowski; 5 ayes. Motion passed. Miklos, absent.

IV. **MAYOR'S REPORT**

A. Audience Participation

1. Jack Ferraro spoke in regards to the Birch Path subdivision. The Builder has left a huge pile of dirt on the lot next to his house which has become foul-smelling. He is concerned about how long it will be there.

The Village will work with the Builder on this and other issues within the subdivision.

2. Pat Brown of 115th & Bell Road asked about the status of the Palos Park lawsuit.

V. Clerk's Report

A. Ordinances

1. Ordinance O-20-16 Granting Approval of a Special Use for a Container Storage Yard and a Variation to UDO §17.29.020.F.3 to Allow for Detention Facilities to be Constructed of Non-Compacted Aggregate at 13769 Main Street in Lemont, Illinois (13769 Main St. Special Use and Variation)

Motion by Stapleton, seconded by Chialdikas, to adopt said ordinance. Roll Call: Stapleton, Virgilio, Blatzer, Chialdikas, Sniegowski, abstained; 4 ayes. Motion passed. Miklos, absent.

2. Ordinance O-21-16 Approving the Real Estate Purchase and Sales Contract for 318-320 Canal Street
Motion by Blatzer, seconded by Virgilio, to adopt said ordinance. Roll Call: Stapleton, Virgilio, Blatzer, Chialdikas, Sniegowski; 5 ayes. Motion passed. Miklos, absent.

B. Resolution

1. Resolution R-46-16 Authorizing Award of Contract 2016 MFT Resurfacing Program MFT No. 16-00000-01-GM
Motion by Blatzer, seconded by Chialdikas, to adopt said resolution. Roll Call: Stapleton, Virgilio, Blatzer, Chialdikas, Sniegowski; 5 ayes. Motion passed. Miklos, absent.

VI. Village Attorney Report

VII. Village Administrator Report – Announced the redesigned website will launch on August 11.

VIII. Board Reports

IX. Staff Reports

1. Public Works – McCarthy Street - 80% of the water main is in. The Illinois Street project will begin after Labor Day.
2. Police Dept. – Chief Maton stated that effective January 1, 2017, rules will be included on the expectations of the citizens role and police role during a traffic stop.

X. Unfinished Business

XI. New Business – Certificate of Economic Hardship Appeal: St. Patrick's

Motion to open the appeal made by Chialdikas, seconded by Blatzer. VV 5 ayes. Motion passed. Miklos absent.

Motion made by Sniegowski, seconded by Blatzer, to appoint Attorney Jeff Stein as the Hearing Officer. VV 5 ayes. Motion passed. Miklos absent. Rules and Regulations were relayed by Mr. Stein and it was clearly stated that today is only for the appeal. A court reporter was also present.

The attorney representing St. Patrick's Parish, Thomas Moore, asked for an extension of time until September or October due to the fact that there is a potential buyer.

Motion was made by Blatzer, seconded by Sniegowski, to approve the request to continue the appeal to the October 24, 2016, Village Board Meeting. VV 5 ayes. Motion passed. Miklos absent. The item was then open for discussion.

Recommendation was given by staff that due to possible deterioration due to roof problems, supports should be inspected for safety purposes. Due to the potential sale, it was determined that a sooner date would be more preferable to continue the appeal.

Motion was made by Blatzer, seconded by Stapleton to amend the previous motion for the extension of the appeal from the October 24 Village Board Meeting to the September 26 Village Board Meeting. With the approval of the extension, within seven days, there needs to be a barrier attached to the roof as approved according to the IL Property Maintenance Code and inspected by the Village Building Commissioner. Roll call: Stapleton, yes; Virgilio, no; Blatzer, yes; Chialdikas, no; Sniegowski, yes; Reaves, yes; 4 ayes. Motion passed. Miklos absent.

Motion was approved to grant St. Patrick's Church an extension to the appeal at the September 26, 2016, Village Board Meeting, and reconvene to reopen the appeal process under Old Business.

Mr. Stein noted that for those citizens that cannot attend the September 26 Village Board Meeting, you can submit a letter to Village asking for it to be part of the record. It will then be read on September 26.

XII. Motion for Executive Session

Motion by Chialdikas, seconded by Blatzer, to move into Executive Session(s) for the purpose of discussing under Chapter 5 ILCS, Pending Litigation or Probable or Imminent Litigation – Section 2(c)11; Purchase or Lease of Real Property for the use of the Village under Section 2(c)5; Discipline of an Employee Under Section 2(c)1 of the Open Meetings Act. Roll Call: Stapleton, Virgilio, Blatzer, Chialdikas, Sniegowski; 5 ayes. Motion passed. Miklos, absent.

XIII. Action on Closed Session Item – None

XIV. Motion to Adjourn

There being no further business, a motion was made by Blatzer, seconded by Stapleton, to adjourn the meeting at 9:29 p.m. VV 5 ayes. Motion passed.

VILLAGE BOARD
Committee of the Whole Meeting Minutes
August 15, 2016 – 7:00 PM
Lemont Village Hall - 418 Main St. - Lemont, IL 60439

I. **Call to Order**

Mayor Reaves called the COW Meeting to Order at 7:00 p.m.

II. **Roll Call**

Present were Trustees, Blatzer, Chialdikas, Stapleton, Sniegowski and Virgilio were present. Trustee Miklos was absent. Also present, George Schafer, Charity Jones, Mark LaChappell, Ralph Pukula and Chris Smith.

III. **Discussion Items**

A. **23 E. Logan Street Variation**

Ms. Valone discussed that the applicant is requesting a variation to allow driveway access in the R-4A district via the street rather than via the alley. Staff and the PZC are recommending denial of the variation. Staff and the PZC found that the variation did not meet all the standards listed in the UDO for granting variations, that the proposed variation was not consistent with the character of the neighborhood, and that the stormwater impacts of the alley were minor compared to the impacts a residence constructed on the property will have. She discussed the resident attendance at the July PZC meeting. Nine residents spoke against the variation at last month's PZC meeting. These residents raised concerns about the variation's consistency with the surrounding neighborhood and stormwater. The property owner to the north commented that he was more concerned about the stormwater from the home impacting his property than the alley. He also commented that even though there would be minor impacts from the alley he still was against the variation.

The applicant gave a brief presentation outlining the stormwater concerns and other site conditions that he believed prevented him from extending and using the alley.

One neighboring resident spoke regarding the stormwater concerns and the consistency of the variation with the R-4A standards and restrictions.

B. **Cooperative Fishing Agreement**

The Board briefly discussed the cooperative fishing agreement with IDNR to help manage the fishing environment in the quarry area. The agreement would start the process for the state to provide services for the Village, including surveying the lakes, coming up with regulations for fishing, and potentially the restocking of fish. There was also a discussion

on the use of alcohol in the quarry area and potentially amending the municipal code to allow alcohol with restrictions. This discussion will require further research and will be reported on a future committee meeting.

C. **Electronic Recycling Alternatives**

Mr. Schafer briefly described the current electronic recycling options for Village residents. Because there has been a change in the recycling industry, the acceptance of electronics for recycling is limited in the area and not available within the Village limits. Village residents have options to take electronics, including televisions and computer monitors to Lockport's Public Works Facility on Tuesdays and Fridays from 6 am – 11 am. There also may be an option in DuPage County in the coming months, but for a fee. The Board also discussed an option through Waste Management for all hazard waste collection, as a supplement to the existing contract for residents. The Board directed staff to have a member from Waste Management out at a future committee meeting to further discuss the program.

D. **Gateway TIF RFP**

Mrs. Jones briefly discussed the status of the Gateway TIF RFQ. Mayor Reaves, Trustee Chialdikas, Mr. Schafer and Mrs. Jones recently conducted interviews with 3 respondents to the RFQ. Two firms have been asked to move forward in the process and the RFP will go out soon to solicit a full proposal from the firms. The Board stated that the two respondents should come out to a Committee Meeting in the future to discuss their proposals once they are made.

IV. **Unfinished Business**

V. **New Business**

- A. Mayor Reaves gave an update to the Board on meetings himself, Mr. Schafer and Attorney Stein had with residents of the Glens of Connemara and Kettering Estates regarding the Cook County State's Attorney lawsuit.

VI. **Audience Participation**

VIII. **Adjourn at 9:00 p.m.**

Payment Register

From Payment Date: 8/9/2016 - To Payment Date: 8/22/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
FM-Clearing - Accounts Payable									
Check									
14492	08/11/2016	Open			Accounts Payable	Razor Image	\$3,225.00		
	Invoice		Date	Description		Amount			
	16-08-08		08/08/2016	Heritage Fest banner		\$3,225.00			
14493	08/11/2016	Open			Accounts Payable	Jones, Charity	\$26.00		
	Invoice		Date	Description		Amount			
	14-12-05		12/05/2014	reimbursement - travel expense-CMAP meeting		\$26.00			
14494	08/22/2016	Open			Accounts Payable	5th Avenue Construction	\$7,500.00		
	Invoice		Date	Description		Amount			
	2016-00000079		08/12/2016	refund clean up deposit - 12943 Dunmoor Dr		\$1,000.00			
	2015-00000645		08/04/2016	refund Clean up deposit - 13129 Lismore Ln		\$1,000.00			
	2015-00000645(L)		08/04/2016	refund Landscape Bond - 13129 Lismore Ln		\$5,000.00			
	2015-00000645(T)		08/04/2016	refund Temp Occ Bond - 13129 Lismore Ln		\$500.00			
14495	08/22/2016	Open			Accounts Payable	Amalgamated Bank of Chicago	\$475.00		
	Invoice		Date	Description		Amount			
	16-08-01 4008		08/01/2016	Series 2007 bond fees #4008		\$475.00			
14496	08/22/2016	Open			Accounts Payable	American Environmental Corporation	\$6,914.04		
	Invoice		Date	Description		Amount			
	367016-0002		05/31/2016	May OAN consulting		\$3,007.50			
	367016-0003		06/30/2016	June OAN consulting		\$3,906.54			
14497	08/22/2016	Open			Accounts Payable	Ashbury Woods Development LLC	\$1,000.00		
	Invoice		Date	Description		Amount			
	2014-00000822		08/16/2016	refund clean up deposit - 644 Woodglen Ct		\$1,000.00			
14498	08/22/2016	Open			Accounts Payable	AT&T Illinois	\$132.00		
	Invoice		Date	Description		Amount			
	16-07-1261		08/12/2016	142021261 - Village Hall internet		\$60.00			
	16-08-9005		08/12/2016	126379005 - metra station internet		\$72.00			
14499	08/22/2016	Open			Accounts Payable	AT&T Illinois	\$113.50		
	Invoice		Date	Description		Amount			
	608-017393		08/01/2016	58072494-00001 - teleconference fee		\$113.50			
14500	08/22/2016	Open			Accounts Payable	Avalon Petroleum Company	\$8,759.11		
	Invoice		Date	Description		Amount			
	017352		07/20/2016	1500 gals dsl fuel		\$2,730.00			
	456098		07/20/2016	1831 gals unl fuel		\$3,314.11			
	456229		07/28/2016	1500 gals unl fuel		\$2,715.00			
14501	08/22/2016	Open			Accounts Payable	Azavar Audit Solutions	\$2,446.21		
	Invoice		Date	Description		Amount			
	12183		08/12/2016	August 2016 utility audit contingency pmt		\$2,446.21			
14502	08/22/2016	Open			Accounts Payable	Bode, Denise, G	\$250.00		
	Invoice		Date	Description		Amount			
	16-07-27		07/27/2016	7/25/16, 7/27/16 training classes		\$250.00			
14503	08/22/2016	Open			Accounts Payable	Chicago Badge & Insignia Co.	\$177.49		
	Invoice		Date	Description		Amount			
	14369		08/08/2016	badges, badge cases		\$177.49			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
14504	08/22/2016	Open			Accounts Payable	Cintas Corporation	\$157.81		
	Invoice		Date	Description		Amount			
	5005762071		08/12/2016	safety supplies		\$157.81			
14505	08/22/2016	Open			Accounts Payable	Comcast	\$535.99		
	Invoice		Date	Description		Amount			
	16-08-2700		08/12/2016	8771 20 147 0042700 p.d. cable/internet		\$258.83			
	16-07-3371		08/12/2016	8771 20 147 0343371 p.d. digital voice		\$55.81			
	16-08-9805		08/12/2016	8771 20 147 0039805 v.h. cable/internet		\$221.35			
14506	08/22/2016	Open			Accounts Payable	ComEd	\$611.21		
	Invoice		Date	Description		Amount			
	16-08-7033		08/12/2016	2213017033 - Main St lift station - bell rd, main st		\$202.81			
	16-08-9011		08/03/2016	6534089011 - street lights - 411 Singer Ave Rear		\$262.24			
	16-08-0155		08/03/2016	1515080155 - street lights - 451 Talcott		\$22.29			
	16-08-2063		08/04/2016	1443022063 - street lights - KA Steel path		\$32.69			
	16-08-4009		08/04/2016	0348764009 - street lights - 47 Stevens St		\$48.15			
	16-08-3016		08/05/2016	9338003016 - street lights - houston 1N schultz		\$19.83			
	16-08-0229		08/12/2016	0171030229 - street lights - athen knoll		\$23.20			
14507	08/22/2016	Open			Accounts Payable	Constellation Energy Services Inc	\$31,584.86		
	Invoice		Date	Description		Amount			
	67614977		08/01/2016	IL-EL-1132881-0 - electricity - Jul 2016		\$31,584.86			
14508	08/22/2016	Open			Accounts Payable	Cook County Department of Public Health	\$7,200.00		
	Invoice		Date	Description		Amount			
	16-07-27		07/27/2016	Apr-Jun 2016 health inspections		\$7,200.00			
14509	08/22/2016	Open			Accounts Payable	Crawford, Murphy, Tilly, Inc.	\$5,462.38		
	Invoice		Date	Description		Amount			
	110052		07/27/2016	Derby Rd bridge inspections		\$1,658.76			
	110053		07/27/2016	Derby Rd bridge repair and maintenance plans		\$3,803.62			
14510	08/22/2016	Open			Accounts Payable	Cross Points Sales, Inc.	\$220.00		
	Invoice		Date	Description		Amount			
	28798		07/28/2016	Fire alarm work		\$220.00			
14511	08/22/2016	Open			Accounts Payable	Direction Sports, LLC	\$5,270.00		
	Invoice		Date	Description		Amount			
	1		05/24/2016	Quarryman Challenge Race director's fee		\$5,270.00			
14512	08/22/2016	Open			Accounts Payable	DuPage Mayors and Managers Conference	\$4,297.10		
	Invoice		Date	Description		Amount			
	9505		06/06/2016	annual dues		\$4,297.10			
14513	08/22/2016	Open			Accounts Payable	Dynegy Energy Services LLC	\$2,970.25		
	Invoice		Date	Description		Amount			
	153917616071		08/01/2016	GMCVLG1004		\$2,970.25			
14514	08/22/2016	Open			Accounts Payable	ecology + vision, llc	\$2,476.95		
	Invoice		Date	Description		Amount			
	395		07/31/2016	native landscape guidelines		\$1,880.00			
	401		07/31/2016	Outside Services-all professional services		\$596.95			

Payment Register

From Payment Date: 8/9/2016 - To Payment Date: 8/22/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
14515	08/22/2016	Open			Accounts Payable	ETP Labs Inc./EnviroTest/Perry Laboratories Inc.	\$232.00		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	16-131827		07/26/2016	sample testing		\$232.00			
14516	08/22/2016	Open			Accounts Payable	Frank Novotny & Associates, Inc.	\$6,808.00		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	16342-2		07/29/2016	Jul 2016 reviews and inspections		\$6,808.00			
14517	08/22/2016	Open			Accounts Payable	Gallagher Materials, Inc.	\$981.54		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	118150MB		07/31/2016	Cold Patch		\$981.54			
14518	08/22/2016	Open			Accounts Payable	Great Southwest Recreation, LLC	\$1,147.49		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	16-08-15		08/15/2016	Sep 2016 payment		\$1,147.49			
14519	08/22/2016	Open			Accounts Payable	Guaranteed Technical Services And Consulting, Inc.	\$960.00		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	2013524		08/09/2016	I.T. Support		\$960.00			
14520	08/22/2016	Open			Accounts Payable	Halper, Peggy	\$346.50		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	0081		07/31/2016	7/20/16 PZC meeting minutes		\$346.50			
14521	08/22/2016	Open			Accounts Payable	Harkness, Patrick, J	\$653.26		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	16-08-01		08/09/2016	2015 Tax Rebate		\$653.26			
14522	08/22/2016	Open			Accounts Payable	HD Supply Waterworks, Ltd.	\$392.04		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	F840458		07/26/2016	Tools		\$392.04			
14523	08/22/2016	Open			Accounts Payable	Heritage Corridor Convention and Visitors Bureau	\$5,000.00		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	3047		07/29/2016	marketing campaign		\$5,000.00			
14524	08/22/2016	Open			Accounts Payable	Illinois City County Management Association(ILCMA)	\$50.00		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	577		08/04/2016	job posting ad		\$50.00			
14525	08/22/2016	Open			Accounts Payable	Kathleen Field Orr & Associates	\$1,480.00		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	15032		08/03/2016	Legal services		\$520.00			
	15008		07/06/2016	Legal consulting		\$960.00			
14526	08/22/2016	Open			Accounts Payable	Koukol, Gregory	\$619.72		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	16-08-01		08/01/2016	2015 Property Tax Rebate		\$619.72			
14527	08/22/2016	Open			Accounts Payable	Lemont Park District	\$10,000.00		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	7182016		07/18/2016	fireworks contribution		\$10,000.00			

Payment Register

From Payment Date: 8/9/2016 - To Payment Date: 8/22/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
14528	08/22/2016	Open			Accounts Payable	M/I Homes of Chicago	\$2,000.00		
	Invoice		Date	Description		Amount			
	2015-00000800		08/01/2016	refund Clean Up Deposit - 13651 Kettering Pkwy		\$1,000.00			
	2015-00000800(L)		08/01/2016	Landscape Bond Refund - 13651 Kettering Pky		\$1,000.00			
14529	08/22/2016	Open			Accounts Payable	Mathias, Bruce, E	\$563.45		
	Invoice		Date	Description		Amount			
	16-08-01		08/09/2016	2015 Tax Rebate		\$563.45			
14530	08/22/2016	Open			Accounts Payable	Mike Thompson Photography	\$875.00		
	Invoice		Date	Description		Amount			
	1054		08/05/2016	photos for website		\$875.00			
14531	08/22/2016	Open			Accounts Payable	Monroe Truck Equipment	\$352.34		
	Invoice		Date	Description		Amount			
	313381		07/27/2016	parts		\$352.34			
14532	08/22/2016	Open			Accounts Payable	Morrison Associates Ltd	\$997.50		
	Invoice		Date	Description		Amount			
	2016:0014		08/08/2016	managers training		\$997.50			
14533	08/22/2016	Open			Accounts Payable	Napa Auto Parts	\$149.00		
	Invoice		Date	Description		Amount			
	10000115853		07/31/2016	parts subscription service		\$149.00			
14534	08/22/2016	Open			Accounts Payable	NiCor Gas	\$176.38		
	Invoice		Date	Description		Amount			
	16/08-2000 4		08/03/2016	04-46-52-2000 4 well #4		\$23.94			
	16/08-2000 8		08/01/2016	37-54-52-2000 8 well #3		\$23.94			
	16/08-1000 5		08/12/2016	84-38-99-1000 5 chestnut crossing l/s		\$23.96			
	16/08-20008		08/12/2016	85-71-20-20008 keepataw trails l/s		\$28.35			
	16/08-2000 6		08/10/2016	69-98-10-2000 6 oak tree ln l/s		\$27.76			
	16/08-2000 8 (2)		08/11/2016	74-12-00-2000 8 harpers grove l/s		\$24.48			
	16/08-4722 3		08/11/2016	91-25-56-4722 3 eagle ridge l/s		\$23.95			
14535	08/22/2016	Open			Accounts Payable	Norton Sons Roofing Inc	\$470.00		
	Invoice		Date	Description		Amount			
	10843		07/19/2016	Building Maint.		\$470.00			
14536	08/22/2016	Open			Accounts Payable	Orange Crush, LLC	\$4,010.48		
	Invoice		Date	Description		Amount			
	6606		06/20/2016	Street Patch		\$220.88			
	12103		08/10/2016	black top		\$3,789.60			
14537	08/22/2016	Open			Accounts Payable	Parry, Mona	\$100.00		
	Invoice		Date	Description		Amount			
	201640		08/15/2016	instructor fee		\$100.00			
14538	08/22/2016	Open			Accounts Payable	Patriot Landscape & Maintenance Inc	\$800.00		
	Invoice		Date	Description		Amount			
	3065		08/03/2016	lawn maintenance - 204 Stephen		\$600.00			
	3037		07/28/2016	mowing - 12315, 12325 Thornberry		\$200.00			
14539	08/22/2016	Open			Accounts Payable	PCM/TigerDirect Business	\$2,400.88		
	Invoice		Date	Description		Amount			
	S96834740101		07/14/2016	soundstation, mics		\$854.17			
	S97422050101		07/14/2016	power adapter		\$88.66			

Payment Register

From Payment Date: 8/9/2016 - To Payment Date: 8/22/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	S96647360101		06/02/2016		Elitebook, carepak		\$1,458.05		
14540	08/22/2016	Open			Accounts Payable	Peerless Enterprises, Inc.	\$2,675.00		
	Invoice		Date	Description		Amount			
	65617		07/29/2016	Hand Rail Supplies		\$2,675.00			
14541	08/22/2016	Open			Accounts Payable	PRS Consulting Ltd	\$1,800.00		
	Invoice		Date	Description		Amount			
	5212		05/02/2016	13 W New Ave appraisal		\$1,800.00			
14542	08/22/2016	Open			Accounts Payable	Quinlan Security Systems	\$208.53		
	Invoice		Date	Description		Amount			
	18830		08/01/2016	quarterly security system monitoring		\$208.53			
14543	08/22/2016	Open			Accounts Payable	Rag's Electric	\$1,057.75		
	Invoice		Date	Description		Amount			
	20825		07/20/2016	Building Maint.		\$57.75			
	4827-1607		07/31/2016	Jul 2016 Lemont Rd Bridge lighting maintenance		\$1,000.00			
14544	08/22/2016	Open			Accounts Payable	Rainbow Printing	\$74.95		
	Invoice		Date	Description		Amount			
	412020		08/09/2016	stationery 2nd sheets		\$74.95			
14545	08/22/2016	Open			Accounts Payable	Reed's Automotive Enterprises	\$273.65		
	Invoice		Date	Description		Amount			
	7221601		07/22/2016	repair PD 0144		\$273.65			
14546	08/22/2016	Open			Accounts Payable	Rod Baker Ford	\$35.35		
	Invoice		Date	Description		Amount			
	C02119		06/29/2016	scheduled maintenance		\$35.35			
14547	08/22/2016	Open			Accounts Payable	Rydin Decal	\$1,061.91		
	Invoice		Date	Description		Amount			
	321884		07/29/2016	Parking Permit Hang Tags		\$1,061.91			
14548	08/22/2016	Open			Accounts Payable	Shaw Media	\$1,428.48		
	Invoice		Date	Description		Amount			
	071610074590		07/31/2016	legal notices		\$1,428.48			
14549	08/22/2016	Open			Accounts Payable	Sosin, Arnold & Schoenbeck, Ltd.	\$1,000.00		
	Invoice		Date	Description		Amount			
	94510		07/31/2016	July adjudications		\$1,000.00			
14550	08/22/2016	Open			Accounts Payable	Southwest Conference of Mayors	\$5,000.00		
	Invoice		Date	Description		Amount			
	16/07/18		07/18/2016	Membership		\$5,000.00			
14551	08/22/2016	Open			Accounts Payable	Southwest Digital Printing, Inc.	\$25.55		
	Invoice		Date	Description		Amount			
	8-1675mr		08/09/2016	7/1/16-8/8/16 plotter usage		\$25.55			
14552	08/22/2016	Open			Accounts Payable	Surefire Auto Parts	\$8.95		
	Invoice		Date	Description		Amount			
	16/07/31		07/31/2016	Parts		\$8.95			
14553	08/22/2016	Open			Accounts Payable	Sweetwater Deli	\$309.22		
	Invoice		Date	Description		Amount			
	16-07-19		07/19/2016	lunch for website training		\$192.93			

Payment Register

From Payment Date: 8/9/2016 - To Payment Date: 8/22/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	16-08-18		08/18/2016		CJ luncheon		\$116.29		
14554	08/22/2016	Open			Accounts Payable	T.P.I. Building Code Consultants, Inc.	\$10,239.25		
	Invoice		Date	Description		Amount			
	201607		08/09/2016	July 2016 reviews and inspections		\$10,239.25			
14555	08/22/2016	Open			Accounts Payable	Total Parking Solutions Inc.	\$6,660.00		
	Invoice		Date	Description		Amount			
	103563		08/03/2016	annual maintenance		\$3,780.00			
	103564		08/03/2016	annual maintenance		\$2,880.00			
14556	08/22/2016	Open			Accounts Payable	Tressler, LLP	\$34,272.56		
	Invoice		Date	Description		Amount			
	374621		08/15/2016	July retainer		\$8,623.65			
	374622		08/15/2016	July special projects		\$25,388.91			
	374624		08/15/2016	July services		\$260.00			
14557	08/22/2016	Open			Accounts Payable	Verizon Wireless	\$116.98		
	Invoice		Date	Description		Amount			
	9769755774		08/03/2016	685282853-00001		\$116.98			
14558	08/22/2016	Open			Accounts Payable	Village of Orland Park	\$65.00		
	Invoice		Date	Description		Amount			
	20746926		08/09/2016	prisoner watch		\$65.00			
14559	08/22/2016	Open			Accounts Payable	Village of Woodridge	\$164.70		
	Invoice		Date	Description		Amount			
	62		07/21/2016	water agency membership		\$164.70			
14560	08/22/2016	Open			Accounts Payable	WEX Fleet Universal	\$252.93		
	Invoice		Date	Description		Amount			
	46301149		07/31/2016	0414-00-669199-2 - Jul 2016 retail fuel purchases		\$252.93			
14561	08/22/2016	Open			Accounts Payable	A-Awesome Amusements Co Party Rental	\$1,450.00		
	Invoice		Date	Description		Amount			
	43549.		09/03/2016	9/3/16 entertainment - 50% bal due		\$1,450.00			
14562	08/22/2016	Open			Accounts Payable	Amoonjump4u Inc	\$4,250.00		
	Invoice		Date	Description		Amount			
	40843.		09/03/2016	9/3/16 entertainment - 50% bal due		\$4,250.00			
14563	08/22/2016	Open			Accounts Payable	B&B Productions Inc	\$1,806.25		
	Invoice		Date	Description		Amount			
	16-09-03		09/03/2016	9/3/16 stage and sound		\$1,806.25			
14564	08/22/2016	Open			Accounts Payable	Centerfold Inc	\$1,500.00		
	Invoice		Date	Description		Amount			
	16-09-03		08/16/2016	9/3/16 performance		\$1,500.00			
14565	08/22/2016	Open			Accounts Payable	J & J Party Rental	\$830.00		
	Invoice		Date	Description		Amount			
	16-09-03		08/16/2016	9/3/16 tables, chairs		\$830.00			
14566	08/22/2016	Open			Accounts Payable	Memory Lane Stables	\$700.00		
	Invoice		Date	Description		Amount			
	16-09-03		08/16/2016	pony rides, petting zoo		\$700.00			

Payment Register

From Payment Date: 8/9/2016 - To Payment Date: 8/22/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
14567	08/22/2016	Open			Accounts Payable	Mosteller, Dawn	\$80.00		
	Invoice		Date	Description		Amount			
	070116-A		08/12/2016	4 cases cookies		\$80.00			
14568	08/22/2016	Open			Accounts Payable	Rivera, Jose	\$850.00		
	Invoice		Date	Description		Amount			
	16-09-03		08/16/2016	9/3/16 performance		\$850.00			
14569	08/22/2016	Open			Accounts Payable	Salt Creek Chapter Model A Ford Club of America	\$200.00		
	Invoice		Date	Description		Amount			
	16-09-03		09/03/2016	9/3/16 entertainment		\$200.00			
14570	08/22/2016	Open			Accounts Payable	Special Event Rentals Ltd	\$935.00		
	Invoice		Date	Description		Amount			
	16-09-03		09/03/2016	truck, golf cart rental		\$935.00			
14571	08/22/2016	Open			Accounts Payable	Wright, Douglas, M	\$400.00		
	Invoice		Date	Description		Amount			
	16-09-03		08/16/2016	9/3/16 performance		\$400.00			
14572	08/22/2016	Open			Accounts Payable	Power Home Remodeling Group	\$1,000.00		
	Invoice		Date	Description		Amount			
	2016-00000215		08/01/2016	refund Clean Up Deposit - 52 Evergreen Dr		\$1,000.00			
Type Check Totals:					81 Transactions		\$214,102.49		
<u>EFT</u>									
198	08/22/2016	Open			Accounts Payable	Serafin & Associates, Inc.	\$3,765.11		
	Invoice		Date	Description		Amount			
	2004851		07/31/2016	communication services, expenses		\$3,765.11			
Type EFT Totals:					1 Transactions		\$3,765.11		
FM-Clearing - Accounts Payable Totals									

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	81	\$214,102.49	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	81	\$214,102.49	\$0.00
EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	1	\$3,765.11	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	1	\$3,765.11	\$0.00
All	Status	Count	Transaction Amount	Reconciled Amount
	Open	82	\$217,867.60	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00

Payment Register

From Payment Date: 8/9/2016 - To Payment Date: 8/22/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
Grand Totals:					Total		82	\$217,867.60	\$0.00
Checks				Status	Count		Transaction Amount	Reconciled Amount	
				Open	81		\$214,102.49	\$0.00	
				Reconciled	0		\$0.00	\$0.00	
				Voided	0		\$0.00	\$0.00	
				Stopped	0		\$0.00	\$0.00	
				Total	81		\$214,102.49	\$0.00	
EFTs				Status	Count		Transaction Amount	Reconciled Amount	
				Open	1		\$3,765.11	\$0.00	
				Reconciled	0		\$0.00	\$0.00	
				Voided	0		\$0.00	\$0.00	
				Total	1		\$3,765.11	\$0.00	
All				Status	Count		Transaction Amount	Reconciled Amount	
				Open	82		\$217,867.60	\$0.00	
				Reconciled	0		\$0.00	\$0.00	
				Voided	0		\$0.00	\$0.00	
				Stopped	0		\$0.00	\$0.00	
				Total	82		\$217,867.60	\$0.00	

Payment Register

From Payment Date: 7/26/2016 - To Payment Date: 8/8/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
FM-Clearing - Accounts Payable									
Check									
14491	08/08/2016	Open			Utility Management Refund	KORALLUS, LISA	\$71.16		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Single Family		101072-001	Final bill refund overpayment	08/08/2016	Refund			
Type Check Totals:									
FM-Clearing - Accounts Payable Totals							1 Transactions	\$71.16	

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	1	\$71.16	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	1	\$71.16	\$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	\$0.00	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	0	\$0.00	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	1	\$71.16	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	1	\$71.16	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	1	\$71.16	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	1	\$71.16	\$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	\$0.00	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	0	\$0.00	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	1	\$71.16	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	1	\$71.16	\$0.00

TO: Village Board
FROM: Ted Friedley

THROUGH: Ralph Pukula, Director of Public Works
SUBJECT: Disposal of Surplus Property

DATE: August 22, 2016

SUMMARY/ BACKGROUND

The Public Works Department is requesting to dispose of surplus property that has outlived its Usefulness. This property has outlived the useful life of the equipment and will be utilized as a trade in toward the purchase of a 2017 Peterbilt Model 348 truck with chassis and cab and other related equipment.

ANALYSIS

Consistency with Village Policy

This is consistent with 2014 Strategic Plan Strategic Initiatives using departmental resources to obtain the best cost.

5-Year Capital Improvement Plan (if applicable).

The trade in of this vehicle has been identified in the 5 year capital equipment plan.

Budget (if applicable).

Funds for the trade in value were included in the purchase price of a replacement truck

STAFF RECOMMENDATION

Staff recommends to surplus the 2001 International as a trade in.

BOARD ACTION REQUESTED

Pass an ordinance authorizing the sale and disposal of surplus property.



**VILLAGE OF LEMONT
ORDINANCE NO. _____**

**AN ORDINANCE AUTHORIZING SALE AND DISPOSAL OF SURPLUS
VILLAGE PROPERTY**

**ADOPTED BY THE
PRESIDENT AND THE BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT
THIS 22nd DAY OF AUGUST,
2016**

Published in pamphlet form by
Authority of the President and
Board of Trustees of the Village of
Lemont, Counties of Cook, Will and
DuPage, Illinois, this 22nd day of August, 2016.

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING SALE AND DISPOSAL OF SURPLUS
VILLAGE PROPERTY**

WHEREAS, the Village of Lemont (“Village”) is an Illinois Municipal Corporation pursuant to the Illinois Constitution of 1970 and the Statutes of the State of Illinois;

WHEREAS, the Village has determined according to law that there exists certain personal property owned by the Village that is no longer necessary or useful to the Village and is hereby declared to be surplus property;

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COOK, DUPAGE AND WILL COUNTIES, ILLINOIS, as follows:

SECTION 1: The foregoing findings and recitals, and each of them, are hereby adopted as Section 1 of this Ordinance and are incorporated by reference as if set forth verbatim herein.

SECTION 2: That pursuant to Section 11-76-4 of the Illinois Municipal Code, 65 ILCS 5/11-76-4 (the “Code”), the President and Board of Trustees find the following property to be no longer necessary or useful to the Village and is hereby declared surplus property:

- 2001 International 4900 Truck VIN#1HTSDAANG1H377791

SECTION 3: That pursuant to the authority of the Code, the President and Board of Trustees hereby authorize and direct the Village Administrator or his designee to dispose of said surplus property in any manner he sees fit which may include sale of the above property by Public Auction, trade or any other lawful means.

SECTION 4: This Ordinance shall be in full force and effect from and after its passage, approval and publication 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 22nd day of August, 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**

TO: Village Board
FROM: Ted Friedley

THROUGH: Ralph Pukula, Director of Public Works
SUBJECT: Adopt a resolution authorizing the lease purchase of a 2017 Peterbilt Model 348 chassis and cab and other related equipment

DATE: August 22, 2016

SUMMARY/ BACKGROUND

Purchase a 2017 Peterbilt Model 348 chassis and cab and other related equipment through PACCAR Financial Corporation, associated with Peterbilt. The Lake County bid contract #15015 price was given to the Village by the dealer.

Two lease purchase options are available, both with the same interest rate and a \$1.00 residual payment at the end of the term. Both options require \$38,000 down with either two payments of \$58,515.08 or three payments of \$39,698.10

Total price not to exceed \$157,095.30 includes fair value trade in of 2001 International 4900 truck.

ANALYSIS

Consistency with Village Policy

Public Works Department was able to obtain pricing for the 2017 Peterbilt Model 348 from the dealer using the Lake County bid contract price. This is consistent with 2014 Strategic Plan Strategic Initiatives using departmental resources to obtain the best cost and Intergovernmental Cooperation by piggybacking off of the Lake County Bid.

5-Year Capital Improvement Plan (if applicable).

The Purchase of this vehicle was part of the 5 year capital improvement plan, initially listed as a purchase, but changed during the budget process.

Budget (if applicable).

Funds for the down payment were included in the FY2017 budget.

Procurement Policy (if applicable).

This purchase follows the Village of Lemont Procurement Policy

STAFF RECOMMENDATION

Approve Lease purchase option of \$38,000 down payment with three annual payments of \$39,698.10.

BOARD ACTION REQUESTED

Adopt resolution authorizing the purchase of a 2017 Peterbilt Model 348 with chassis and cab and other related equipment.

ATTACHMENTS

Two lease quotes from PACCAR Financial Corporation, associated with Peterbilt



Resolution No. _____

A Resolution Approving the Purchase of a 2.5 Ton Dump Truck

WHEREAS, it has become necessary for the Village of Lemont (“Village”) to purchase a 2.5 Ton Dump Truck; and

WHEREAS, Village staff obtained a quote from PACCAR Financial Corporation — a design and manufacturing company that works directly with Peterbilt Motors Company -- that is the same quote already obtained by Lake County contract #15015 pricing joint bidding program; and

WHEREAS, the quote provided by the qualified vendor offered a fair trade in value for a 2001 International 4900 Truck; and

WHEREAS, Section 5/8-9-1 of the Illinois Municipal Code (65 ILCS 5/8-9-1) allows the Board of Trustees of the Village (“Village Board”), upon a vote of two-thirds of the trustees then holding office, to waive the requirements for competitive bidding; and

WHEREAS, upon receipt and review of the quote submitted, the President and Village Board have determined that it is advisable, necessary and in the best interests of the Village to waive the formal necessities of competitive bidding and accept the quote submitted by PACCAR Financial Corporation for the lease and then eventual purchase of a 2017 Peterbilt Model 348 with Chassis and Cab and other related equipment, a copy of which is attached hereto as Exhibit A, at a price not to exceed \$\$157,095.30; and

NOW THEREFORE, BE IT RESOLVED BY THE VILLAGE BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COOK, WILL & DU PAGE COUNTIES, ILLINOIS that:

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

SECTION TWO: Waiver of Public Bid Requirements and Authority to Purchase.

The Village Board hereby waives the competitive bidding requirements otherwise applicable to the purchase of a 2017 Peterbilt Model 348 Truck with Chassis and Cab and other related equipment and accepts the quote submitted by PACCAR Financial Corporation for the lease and eventual purchase of the necessary equipment at a price not to exceed \$157,095.30, which shall require \$38,000 down payment, three equal annual installments and a \$1.00 final payment.

SECTION THREE: The Village Administrator or his designee is hereby authorized to execute any documents and take any other steps necessary to purchase the 2017 Peterbilt Model 348 Truck with Chassis and Cab and other related equipment in accordance with the quote submitted by PACCAR Financial Corporation, and to otherwise carry out this Resolution.

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 22nd day of August, 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

TO: Village Board
FROM: George J. Schafer, Village Administrator
THROUGH:
SUBJECT: A Resolution Approving Professional Engineering Services with Christopher B. Burke Engineering, Ltd.
DATE: August 19, 2016

SUMMARY/ BACKGROUND

Staff has selected Christopher Burke Engineering to provide design and bidding services for the IMTT culvert improvement project. The project has been bid out and the award of the contract is on the agenda at the August 22nd VB Meeting. The Village must also contract with an engineering firm to provide construction oversight of the overall project. Christopher Burke Engineering has provided a not to exceed cost of \$37,920 to provide the services.

ANALYSIS***Consistency with Village Policy***

Capital Budget: The cost of the services have been included in the FY 16-17 capital budget along with the overall project.

STAFF RECOMMENDATION

Staff recommends the Village Board approve the professional services agreement with Christopher B. Burke for the IMTT Culvert Improvement Project

BOARD ACTION REQUESTED

Motion to Approve Resolution

ATTACHMENTS

1. Professional Services Agreement with Amendment

Resolution No. _____

A Resolution Approving a Professional Services Agreement with Christopher B. Burke Engineering, LTD.

WHEREAS, the President and Board of Trustees desire to enter into a Professional Services Agreement with Christopher B. Burke Engineering LTD, for engineering services for the installation of culverts 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 Christopher B. Burke Engineering LTD; 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 Christopher B. Burke Engineering LTD., 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 a total \$37,920.00, 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 Christopher B. Burke Engineering LTD., 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 22nd day of August, 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 Christopher B. Burke Engineering LTD.



CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

July 20, 2016

Village of Lemont
418 Main Street
Lemont, IL 60439

Attention: George Schafer, Village Administrator

Subject: Proposal for Construction Engineering Services
IMTT Culvert Improvements

Dear Mr. Schafer:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to submit this proposal for construction engineering services for the subject project. The proposal includes our Understanding of the Assignment, Scope of Services, and Estimate of Fee.

UNDERSTANDING OF THE ASSIGNMENT

CBBEL understands that the Village of Lemont would like to install new 10' X 6' culverts adjacent to the International Matex Tank Terminal. The proposed work includes removal of existing culverts (24" PVC, and dual 48" CMP), cofferdam and bypass pumping of the existing waterway, installation of three adjacent 10' x 6' box culverts, and construction of cast-in-place headwalls.

SCOPE OF SERVICES

Task 1 – Pre-Construction Services: CBBEL will perform the following tasks prior to the start of construction:

- Administer contracts.
- Prepare agendas and facilitate pre-construction meetings.
- Review the Contractor's work schedule for compliance with the specifications.

Task 2 – Submittal Review: CBBEL will review submittals from the Contractor for conformance with the plans and specifications.

Task 3 – Construction Observation: CBBEL will provide one full-time resident engineer for the duration of construction of the IMTT Culvert Improvements project. Construction observation will include the following tasks:

-

- Coordination with and approval by MWRDGC of the items and policies that MWRDGC requires to be implemented
- Observe the progress and quality of the executed work and to determine if the work is proceeding in accordance with the Contract Documents. The Engineer will keep the Village informed of the progress of the work, guard the Village against defects and deficiencies in the work, advise the Village of all observed deficiencies of the work, and will disapprove or reject all work failing to conform to the Contract Documents.
- Serve as the Village's liaison with the Contractor working principally through the Contractor's field superintendent.
- Be present whenever the Contractor is performing work on the project.
- Assist Contractors in dealing with any outside agencies.
- Review Contractor's shop drawings for the culverts and headwalls.
- CBBEL's Structural Engineer to be on-site as needed throughout the duration of construction.
- Inspect erosion and sediment control measures and notify Contractor of any deficiencies.
- Review the Contractor's schedule. Compare actual progress to Contractor's approved schedule. If the project falls behind schedule, work with the Contractor to determine the appropriate course of action to get back on schedule.
- Maintain orderly files for correspondence, reports of job conferences, submittals, reproductions or original contract documents including all addenda, change orders and additional drawings issued subsequent to the award of the contract.
- Record the names, addresses and phone numbers of all Contractors, subcontractors and major material suppliers in the diary.
- Keep an inspectors daily report book, which shall contain a daily report and quantity of hours on the job site, weather conditions, list of visiting officials, daily activities, job decisions and observations as well as general and specific observations and job progress.
- Prepare payment requisitions and change orders for the Village's approval, review applications for payment with the Contractor for compliance with established procedures for their submission and forward them with recommendations to the Village.
- Prior to final inspection, submit to the Contractor a list of observed items requiring correction and verify that each correction has been made.
- Coordinate and conduct the final inspection with the Village, prepare a final punch list.
- Verify that all the items on the final punch list have been corrected and make recommendations to the Village concerning acceptance.
- Except upon written instructions of the Village, the Resident Engineer or Inspector shall not authorize any deviation from the Contract Documents.
- Determine if the project has been completed in accordance with the Contract Documents and that the Contractor has fulfilled all of his obligations.

Task 4 – Material Inspection: CBBEL will provide material inspection services through our sub-consultant Testing Service Corporation (TSC) of Carol Stream, IL. TSC will complete the Quality Assurance (QA) material testing for soil conditions and concrete poured at the site.

Task 5 – Post Construction: CBBEL will perform the following tasks once construction is complete:

- Finalize a set of record drawings
- Once Contractor has fulfilled all obligations, prepare a final pay request for the Village’s approval.
- Reviewed certified payrolls.

CBBEL shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work since these are solely the Contractor’s responsibility under the contract for construction.

ESTIMATE OF FEE

Based on the above Scope of Services and an assumed 25 working day project duration, our Estimate of Fee is detailed further in the attached CBBEL Work Effort. The total Estimate of Fee, including material testing and direct costs, is \$37,920.

We will bill you at the hourly rates specified on the attached Schedule of Charges and establish our contract in accordance with the attached General Terms and Conditions. Direct costs for blueprints, photocopying, mailing, overnight delivery, messenger services and report compilation are not included in the fee estimate. These General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services. Please note that any requested meetings or additional services are not included in the preceding fee estimate and will be billed at the attached hourly rates.

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. CBBEL Work Effort
 Schedule of Charges
 General Terms and Conditions

THIS PROPOSAL, SCHEDULE OF CHARGES AND GENERAL TERMS AND CONDITIONS ACCEPTED FOR THE VILLAGE OF LEMONT.

BY: _____

TITLE: _____

DATE: _____

CBBEL WORK EFFORT
Village of Lemont
IMTT Culvert Improvements

		Personnel & Hours						
	Rate	Project Manager	Engineer V (Structural Review)	Engineer III	Total Hours	% of Hours	Total Cost	
Task 1	Construction Observation	\$225.00	\$185.00	\$134.00				
<i>Task 1.1</i>	Shop Drawing Review	0	5	5	10	4.1%	\$ 1,595.00	
<i>Task 1.2</i>	Observation	5	5	200	210	85.7%	\$ 28,850.00	
<i>Task 1.3</i>	Erosion Control Inspection	0	0	10	10	4.1%	\$ 1,340.00	
<i>Task 1.4</i>	QA Material Testing	0	0	0	0	0.0%	\$ -	
<i>Task 1.5</i>	Post Construction	0	0	10	10	4.1%	\$ 1,340.00	
<i>Task 1.6</i>	Record Drawings	0	0	5	5	2.0%	\$ 670.00	
	Subtotal	5	10	230	245			
	% of Hours	2.0%	4.1%	93.9%				
	Total Cost	\$ 1,125.00	\$ 1,850.00	\$ 30,820.00	\$ 33,795.00		\$ 33,795.00	
	Direct Costs					*	\$ 1,625.00	
	Material Testing						\$ 2,500.00	
	Total Cost						\$ 37,920.00	

* Cost based upon a 25 working day duration.

** Vehicle usage at \$65/day.

CHRISTOPHER B. BURKE ENGINEERING, LTD.
STANDARD CHARGES FOR PROFESSIONAL SERVICES
JANUARY, 2016

<u>Personnel</u>	Charges*
	<u>(\$/Hr)</u>
Principal	257
Engineer VI	232
Engineer V	191
Engineer IV	152
Engineer III	138
Engineer I/II	109
Survey V	213
Survey IV	180
Survey III	153
Survey II	111
Survey I	87
Engineering Technician V	180
Engineering Technician IV	146
Engineering Technician III	131
Engineering Technician I/II	114
CAD Manager	159
Assistant CAD Manager	139
CAD II	138
CAD I	108
GIS Specialist III	132
GIS Specialist I/II	73
Landscape Architect	152
Environmental Resource Specialist V	195
Environmental Resource Specialist IV	150
Environmental Resource Specialist III	126
Environmental Resource Specialist I/II	103
Environmental Resource Technician	99
Administrative	98
Engineering Intern	59
Information Technician III	116
Information Technician I/II	107
<u>Direct Costs</u>	
Outside Copies, Blueprints, Messenger, Delivery Services, Mileage	Cost + 12%

*Charges include overhead and profit

Christopher B. Burke Engineering, Ltd. reserves the right to increase these rates and costs by 5% after December 31, 2016.

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 & 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.

ADDENDUM TO STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

This Addendum (“Addendum”) is made to the pre-printed form of that certain “Christopher B. Burke Engineering, Ltd. General Terms and Conditions” by and between Village of Lemont (“**CLIENT**”), and Christopher B. Burke Engineering, Ltd., (“**ENGINEER**”), (the “Agreement”). This Addendum modifies and supplements the Agreement. In the event of any conflict between a provision of the Agreement and this Addendum, the provision of this Addendum shall control. **CLIENT** and **ENGINEER** are sometimes hereinafter referred to individually as a “Party” and together as the “Parties.”

General Terms and Conditions

1. Section 1. Relationship Between Engineer and Client is stricken in its entirety and replaced with the following:

Section 1. Relationship of the Parties.

ENGINEER shall act as an independent contractor in providing and performing all services contemplated by this Agreement. Nothing in, or done pursuant to, this Agreement shall be construed to (1) create the relationship of principal and agent, employer and employee, partners, or joint venturers between **CLIENT** and **ENGINEER**; or (2) create any relationship between **CLIENT** and any subcontractor of **ENGINEER**. **ENGINEER** shall take direction solely and directly from **CLIENT**.

2. Section 5. Termination is revised as follows:

“This Agreement may be terminated by either Party upon seven (7) days prior written notice. In the event of termination, the **ENGINEER** shall be compensated by the **CLIENT** for all services authorized and actually performed up and including the termination date, including reasonable reimbursable expenses actually incurred by **ENGINEER**.”

3. Section 9. Compliance With Laws is revised as follows:

ENGINEER shall comply with all applicable laws, regulations and rules promulgated by any federal, state, local, or other governmental authority or regulatory body pertaining to all aspects of the performance of the services contemplated under this Agreement, now in effect, or which may become in effect during the performance of said services. Changes in applicable laws, regulations and rules promulgated after the date of this agreement by any federal, state, local, or other governmental authority or regulatory body that impact the scope of work of the **ENGINEER** will be cause for a mutually agreed adjustment to the Agreement amount and schedule. The scope of the laws, regulations, and rules referred to in this paragraph includes, but is in no way limited to, the Americans with Disabilities Act, Illinois Human Rights Act, Illinois Equal Pay Act of 2003, Illinois Drugfree Workplace Act, Occupational Safety & Health Act along with the standards and regulations promulgated pursuant thereto (including but not limited to those safety requirements involving work on elevated platforms), all forms of traffic regulations,

public utility, Interstate and Intrastate Commerce Commission regulations, Workers' Compensation Laws, Public Construction Bond Act, Prevailing Wage Laws, Public Works Preference Act, Employment of Illinois Workers on Public Works Act, USA Security Act, federal Social Security Act (and any of its titles), and any other law, rule or regulation of the Illinois Department of Labor, Department of Transportation, Illinois Environmental Protection Act, Illinois Department of Natural Resources, Illinois Department of Human Rights, Human Rights Commission, EEOC, and Village of Lemont.

4. Section 10. Indemnification is revised as follows:

To the fullest extent permitted by law, **ENGINEER** shall indemnify and hold harmless **CLIENT**, and its officials, officers, employees and agents (collectively, the "**CLIENT** Group") against and from any and all liabilities, claims, losses, costs, damages and expenses of every nature whatsoever, including without limitation reasonable attorneys' and paralegal fees (collectively, "Claims"), suffered, incurred or sustained by any member of the **CLIENT** Group, including without limitation liabilities for the death of or injury to any person or the loss, destruction, or theft of or damage to any property, ~~relating directly or indirectly to, or arising directly or indirectly from~~ the negligent performance or willful misconduct by **CONSULTANT**, or any other person acting on its behalf or with its authority or permission, of any of its obligations under this Agreement, except to the extent such Claims arise by reason of the negligence or willful misconduct of a member of the **CLIENT** Group.

5. Section 12. Governing Law and Dispute Resolutions is stricken in its entirety and replaced with the following:

Section 12. Governing Law and Jurisdiction.

CLIENT and **ENGINEER** agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Illinois without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions. It is further agreed that any legal action between **CLIENT** and **ENGINEER** arising out of this Agreement or the performance of the services contemplated by this Agreement shall be brought in a court of competent jurisdiction in the County of Cook, State of Illinois.

6. Section 13. Successors and Assigns is stricken in its entirety and revised as follows:

Section 13. Binding Effect.

The terms of this Agreement shall bind and inure to the benefit of the Parties hereto and their agents, successors, and assigns.

7. Section 14. Waiver of Contract Breach is stricken in its entirety and replaced with the following:

Section 14. Waiver.

No waiver of any provision of this Agreement shall be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar) nor shall any such waiver be deemed to constitute a continuing waiver unless otherwise expressly provided in this Agreement.

8. Section 15. Entire Understanding of the Agreement is revised as follows:

This Agreement constitutes the entire agreement between the Parties and supersedes any and all previous or contemporaneous oral or written agreements and negotiations between **CLIENT** and **ENGINEER** with respect to the services contemplated by this Agreement.

9. Section 22. Notices is revised as follows:

Notices shall be deemed properly given hereunder if in writing and either hand delivered or sent by United States certified mail, return receipt requested, postage prepaid, or by fax transmission with the sending Party retaining confirmation of receipt, to the Parties at their respective addresses provided below, or as either Party may otherwise direct in writing to the other Party from time to time:

If to **CLIENT**:

Village of Lemont
Attn: Village Administrator
418 Main Street
Lemont, Illinois 60439
Fax: 630-243-0958

If to **ENGINEER**:

Christopher B. Burke Engineering, Ltd.
9575 W. Higgins Road
Suite 600
Rosemont, Illinois 60018
Fax: 847-823-0520

Notices sent by certified mail shall be deemed delivered the second business day following deposit in the mail, notices hand delivered shall be deemed given on the date of delivery, and notices sent by fax transmission shall be deemed given on the date of transmission if between 9:00 AM and 5:00 PM on a business day, or, if later, the next business day.

10. Section 23. Limit of Liability is stricken in its entirety and replaced with the following:

Section 23. No Waiver of Tort Immunity.

Nothing contained in this Agreement shall constitute a waiver by **CLIENT** of any right, privilege or defense available to **CLIENT** under statutory or common law, including, but not limited to, the Illinois Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 *et seq.*, as amended.

11. Section 25. Information Provided By Others is stricken in its entirety.

12. Section 26. Payment is revised as follows:

“Payment for services rendered shall be made monthly in accordance with invoices rendered by the **ENGINEER**. Payments due and unpaid under the Agreement, and any penalties associated with the same, shall be paid in accordance with the provisions of the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.*”

13. Section 29. Insurance and Indemnification is stricken in its entirety and revised as follows:

Section 29. Insurance.

ENGINEER agrees to provide and keep in force at all times during this Agreement, at its sole cost and expense, the following coverages: comprehensive general liability insurance including contractual liability coverage, with minimum limits of not less than one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) annual aggregate; property damage insurance; full Worker’s Compensation Insurance equal to the statutory amount required by law; and employers liability insurance with limits of not less than one million dollars (\$1,000,000). The **CLIENT** and its elected and appointed officials, officers, employees, and agents shall be named as additional insureds on any such insurance. All insurance carriers providing the coverage set forth herein shall have a rating of A:VII as assigned by A.M. Best & Co. and shall be satisfactory to the **CLIENT** in its sole discretion. All certificates and policies of insurance, including appropriate additional insured endorsements, in connection herewith shall be furnished to the **CLIENT** prior to the commencement of any of **ENGINEER**’s services required under this Agreement. All insurance coverage provided by **ENGINEER** shall be primary coverage as to the **CLIENT**. Any insurance or self-insurance maintained by the **CLIENT** shall be excess of **ENGINEER**’s insurance and shall not contribute with it. **ENGINEER** shall similarly cause each subcontractor employed by **ENGINEER** to purchase and maintain insurance of the type specified above. When requested by the **CLIENT**, **ENGINEER** shall furnish copies of certificates and policies of insurance, including appropriate additional insured endorsements, evidencing coverage for each subcontractor. The insurance policies required hereunder shall not be canceled, amended, or non-renewed without 30 days prior written notice having been given to the **CLIENT**.

14. Section 30. Hazardous Materials/Pollutants is stricken in its entirety.

15. Insert new Section 30. Conflict of Interest.

ENGINEER represents and certifies that, to the best of its knowledge, (1) no **CLIENT** employee or agent is interested in the business of **ENGINEER** or this Agreement; (2) as of the date of this Agreement neither **ENGINEER** nor any person employed or associated with **ENGINEER** has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither **ENGINEER** nor any person employed by or associated with **ENGINEER** shall at any

time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

16. Insert new Section 31. No Collusion.

ENGINEER represents and certifies that (1) **ENGINEER** is not barred from contracting with a unit of state or local government as a result of (a) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 et seq., 65 ILCS 5/11-42.1-1 et seq.; or (b) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Illinois Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; (2) only persons, firms, or corporations interested in this Agreement as principals have been those disclosed to **CLIENT** prior to the execution of this Agreement; and (3) this Agreement is made by **ENGINEER** without collusion with any other person, firm, or corporation. If at any time it shall be found that **ENGINEER** has, in procuring this Agreement, colluded with any other person, firm, or corporation, then **ENGINEER** shall be liable to **CLIENT** for all loss or damage that **CLIENT** may suffer, and this Agreement shall, at **CLIENT**'s option, be null and void.

17. Insert new Section 32. Sexual Harassment Policy.

ENGINEER certifies that it has a written Sexual Harassment Policy in full compliance with 775 ILCS 5/2-105(A)(4).

18. Insert new Section 33. Non-Discrimination.

In all hiring or employment by **ENGINEER** pursuant to this Agreement, there shall be no discrimination against any employee or applicant for employment because of age, race, gender, creed, national origin, marital status, or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification. **ENGINEER** agrees that no person shall be denied, or subjected to discrimination in receipt of the benefit of any services or activities made possible by, or resulting from, this Agreement.

19. Insert new Section 34. Freedom of Information Act.

ENGINEER agrees to furnish all documentation related to this Agreement, and any documentation related to **CLIENT** required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) days after **CLIENT** issues notice of such request to **ENGINEER**. **ENGINEER** agrees to defend, indemnify and hold harmless **CLIENT**, and agrees to pay all reasonable costs connected therewith (including, but not limited to reasonable attorney's and witness fees, filing fees and any other expenses) for **CLIENT** to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from **ENGINEER**'s, actual or alleged

violation of the FOIA or **ENGINEER**'s failure to furnish all documentation related to a request within five (5) days after **CLIENT** issues notice of a request.

Furthermore, should **ENGINEER** request that **CLIENT** utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, **ENGINEER** agrees to pay all costs connected therewith (such as reasonable attorneys' and witness fees, filing fees and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. **ENGINEER** agrees to defend, indemnify and hold harmless **CLIENT**, and agrees to pay all costs connected therewith (such as reasonable attorneys' and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by **ENGINEER**'s request to utilize a lawful exemption to **CLIENT**.

20. Insert new Section 35. Assignment.

This Agreement may not be assigned by **CLIENT** or by **ENGINEER** without the prior written consent of the other Party.

21. Insert new Section 36. Effective Date.

This agreement shall be binding on the Parties and effective only as of the date fully executed by both Parties.

25. Insert new Section 38. Compliance with Laws.

ENGINEER shall comply with all applicable laws, regulations and rules promulgated by any federal, state, local, or other governmental authority or regulatory body pertaining to all aspects of the performance of the services contemplated under this Agreement, now in effect, or which may become in effect during the performance of said services. Changes in applicable laws, regulations and rules promulgated after the date of this agreement by any federal, state, local, or other governmental authority or regulatory body that impact the scope of work of the **ENGINEER** will be cause for a mutually agreed adjustment to the Agreement amount and schedule. The scope of the laws, regulations, and rules referred to in this paragraph includes, but is in no way limited to, the Americans with Disabilities Act, Illinois Human Rights Act, Illinois Equal Pay Act of 2003, Illinois Drugfree Workplace Act, Occupational Safety & Health Act along with the standards and regulations promulgated pursuant thereto (including but not limited to those safety requirements involving work on elevated platforms), all forms of traffic regulations, public utility, Interstate and Intrastate Commerce Commission regulations, Workers' Compensation Laws, Public Construction Bond Act, Prevailing Wage Laws, Public Works Preference Act, Employment of Illinois Workers on Public Works Act, USA Security Act, federal Social Security Act (and any of its titles), and any other law, rule or regulation of the Illinois Department of Labor, Department of Transportation, Illinois Environmental Protection Act, Illinois Department of Natural Resources, Illinois

Department of Human Rights, Human Rights Commission, EEOC, and Village of Lemont.

26. Insert new Section 39. Acknowledgement.

The undersigned hereby represent and acknowledge that they have read the foregoing Agreement, that they know its contents, and that in executing this Agreement they have received legal advice regarding the legal rights of the party on whose behalf they are executing this Agreement, and that they are executing this Agreement as a free and voluntary act and on behalf of the named parties.

All other terms and conditions contained in the Agreement remain unchanged. The Agreement and this Addendum contain all of the terms and conditions agreed on by the Parties with respect to the subject matter hereof, and no other alleged communications or agreements between the Parties, written or otherwise, shall vary the terms hereof. Any modification of the Agreement or this Addendum must be in writing and signed by all Parties.

IN WITNESS WHEREOF, the Parties have executed this Addendum as of the dates set forth below.

VILLAGE OF LEMONT

CHRISTOPHER B. BURKE ENGINEERING, LTD.

By: _____

By: Christopher Burke

Title: _____

Title: CHRISTOPHER B BURKE, PHD, PE
PRESIDENT

Date: _____

Date: 8/18/16

#672085

TO: Village Board
FROM: Heather Valone, Village Planner
THROUGH: Charity Jones, AICP, Planning & Economic Development Director
SUBJECT: Case 16-05 23 E Logan St. Variation
DATE: August 18, 2016

SUMMARY/ BACKGROUND

Ken McClafferty, on behalf of the owner Mako Properties Inc., is requesting a variation to allow driveway access in the Single-Family Preservation and Infill District (R-4A) via the street rather than via the alley. Staff and the PZC are recommending denial of the variation.

ANALYSIS

Consistency with Village Policy

Lemont 2030 Comprehensive Plan. The future land use for the subject property as defined by the comprehensive plan is Infill Residential (IR). One of the purposes of the IR future land use is to ensure any new development or redevelopment will be consistent with the established character of the surrounding neighborhood. The variation is not consistent with the future land use designation for the subject property.

The comprehensive plan also lists allowing alleys as an implementation action for the *Our Mobility* chapter guidelines, to provide a useful function for transportation and a style that may be desired in future developments. The variation is not consistent with the implementation action.

Based on staff's analysis, it is recognized that the applicant's requested variation is not consistent with the relevant sections of the comprehensive plan. However, the adjusted request, based on the approval conditions from the Committee of the Whole, more closely follows the comprehensive plan guidance than of the applicant's original request.

STAFF RECOMMENDATION

The Planning and Zoning Commission and staff are recommending denial.

BOARD ACTION REQUESTED

Vote on the attached ordinance.

ATTACHMENT

1. An Ordinance Granting a Variation to §17.07.020.F.2 of The UDO to Allow for a Driveway to Access a Street at 23 E. Logan Street in Lemont, IL



**VILLAGE OF LEMONT
ORDINANCE NO. _____**

**AN ORDINANCE GRANTING A VARIATION TO §17.07.020.F.2 OF THE UDO TO
ALLOW FOR A DRIVEWAY TO ACCESS A STREET AT 23 E. LOGAN STREET IN
LEMONT, IL**

(23 E. Logan St. Variation)

**Adopted by the President
and Board of Trustees
of the Village of Lemont
This 22nd Day of August, 2016.**

**Published in pamphlet form by
authority of the President and
Board of Trustees of the Village
of Lemont, Cook, DuPage, and Will
Counties, Illinois this 22nd day of
August, 2016.**

ORDINANCE NO. _____

AN ORDINANCE GRANTING A VARIATION TO §17.07.020.F.2 OF THE UDO TO ALLOW FOR A DRIVEWAY TO ACCESS THE STREET AT 23 E. LOGAN STREET IN LEMONT, IL

(23 E. Logan St. Variation)

WHEREAS, Mako Properties, (herein after referred to as “the Petitioner”) is the owner of the property at 23 E. Logan Street in Lemont (PIN 22-29-105-015-0000) (hereinafter referred to as the “Subject Property”) legally described and depicted in Exhibits A and B; and

WHEREAS, the Petitioner applied pursuant to the provisions of the Lemont, Illinois Municipal Code, Title 17 Unified Development Ordinance (“UDO”) seeking a variation from the §17.07.020.F.2 of the UDO to allow a driveway in the Single-Family Preservation and Infill District (R-4A) to access a street (Logan St.) as opposed to the alley that provided access to the the Subject Property; and

WHEREAS, the Planning and Zoning Commission of the Village of Lemont, Illinois conducted a Public Hearing on July 20, 2016 and voted 6-1 to not recommend approval of the requested variation; and

WHEREAS, a notice of the aforesaid Public Hearing was made in the manner provided by law and was published in the *Lemont Reporter-Met*, a newspaper of general circulation within the Village; and

WHEREAS, the President and Board of Trustees of the Village have reviewed the matter herein and have determined that the same is in the best interest of the public health, safety and welfare of the residents of the Village of Lemont, and hereby adopt the finding of facts as set forth in Exhibit C.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, DUPAGE, AND WILL, ILLINOIS:

SECTION 1: Incorporation of Recitals. The foregoing findings and recitals are hereby adopted as Section 1 of this Ordinance and are incorporated by reference as if set forth verbatim herein.

SECTION 2: Variation. A variation is granted from §17.07.020.F.2 of the UDO to allow a driveway in the Single-Family Preservation and Infill District (R-4A) to access a street (Logan St.), as provided and conditioned in this ordinance.

SECTION 3: Conditions. The variation shall have the following conditions:

1. **General Conditions.** Unless otherwise approved by the Village Board the Subject Property shall be developed and maintained in accordance with Lemont, Illinois Municipal Code and this Ordinance.

2. Any detached garage constructed on the Subject Property shall be located in the rear yard of the property. Any attached garage constructed on the Subject property shall be a side load garage setback a minimum of 25 feet from the façade of the residence.

SECTION 4: That the Village Clerk of the Village of Lemont be and is directed hereby to publish this Ordinance in pamphlet form, pursuant to the Statutes of the State of Illinois, made and provided.

SECTION 5: That this Ordinance shall be in full force and effect from and after its passage, approval and publication provided by law.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, DUPAGE AND WILL, ILLINOIS, ON THIS 22nd DAY OF AUGUST, 2016.

	<u>AYES</u>	<u>NAYS</u>	<u>ABSENT</u>	<u>ABSTAIN</u>
Debby Blatzer				
Paul Chialdikas				
Clifford Miklos				
Ron Stapleton				
Rick Sniegowski				
Jeanette Virgilio				

Approved by me this 22nd day of August, 2016

BRIAN K. REAVES, Village President

Attest:

CHARLENE M. SMOLLEN, Village Clerk

EXHIBIT A

LOT 2 IN OWNER'S RESUBDIVISION OF LOT 7 IN BLOCK 3 IN THE PAR ADDITION TO THE VILLAGE OF LEMONT IN SECTION 29, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN LINE.

PUBLIC RIGHT-OF-WAY (16 FT)

**15 E Logan St.
(PIN 22-29-105-014-0000)**

**23 E Logan St.
(PIN 22-29-105-015-0000)**

**21 E Logan St.
(PIN 22-29-105-013-0000)**

Brown Park

E LOGAN ST.

EXHIBIT C

FINDINGS. Based upon the evidence and testimony presented in the public hearing, the Lemont Board of Trustees finds the following:

1. The Lemont 2030 Comprehensive Plan's future land use map designates the subject site Infill Residential.
2. The request is consistent with the surrounding land uses.
3. The requested variation substantially meets the standards for granting variations.

TO: Village Board
FROM: George J. Schafer, Village Administrator
THROUGH:
SUBJECT: A Resolution Approving the IMTT Culvert Improvement Agreement with Norvilla, LLC.
DATE: August 19, 2016

SUMMARY/ BACKGROUND

There has been history of flooding near at the I&M Canal near the International Matex Tank Terminal (IMTT). To improve the issue, the Village has submitted to and received approval from the Metropolitan Water Reclamation District (MWRD) for its IMTT Culvert Improvement Project as an approved flood mitigation project eligible for funding through the district. The proposed project consists of the removal and replacement of three existing culverts and other related work, just west of the IMTT property. All permits have been obtained and the project has been bid. The low responsible bidder was Norvilla, LLC in an amount not to exceed total of \$394,888.88, of which the Village's share is approximately 30%. If approved, the project is expected to begin in September and be completed before the end of October.

ANALYSIS

The proposed project is designed to reduce flooding in the area and the Village has received funds to assist with the project. The Village Board approved the project in its FY 16-17 budget

STAFF RECOMMENDATION

Staff recommends the Village Board approve the contract with Norvilla, LLC for the IMTT Culvert Improvement Project

BOARD ACTION REQUESTED

Motion to Approve Resolution

ATTACHMENTS

1. Resolution and Contract
2. Bid Documentation

Resolution No. _____

A Resolution Approving the IMTT Culvert Improvement Agreement with Norvilla, LLC.

WHEREAS, the President and Board of Trustees desire to enter into a IMTT Culvert Improvement Agreement with Norvilla, LLC, for engineering services for the installation of culverts 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 Norvilla, LLC; 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 Norvilla, LLC., 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 a total \$394,888.88, 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 Norvilla, LLC., the Village Administrator is authorized to cease the execution of any agreement.

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 22nd day of August, 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

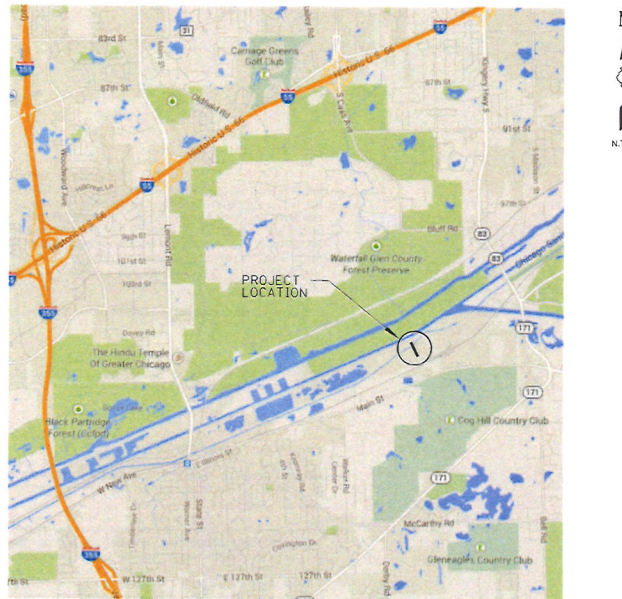
IMTT Culvert Improvement Agreement with Norvilla, LLC.

VILLAGE OF LEMONT IMTT (POWELL DUFFRYN) CULVERT IMPROVEMENTS

INDEX

1. COVER SHEET
2. GENERAL NOTES
3. EXISTING CONDITIONS, REMOVAL PLAN & DEWATERING
4. EROSION & SEDIMENTATION CONTROL NOTES & DETAILS
5. PROPOSED LANDSCAPING AND EROSION CONTROL
6. PROPOSED PROFILE AND FINAL CONDITIONS
7. GENERAL PLAN AND ELEVATION
8. HEADWALL AND WINGWALL PLAN AND DETAILS
9. PRECAST CULVERT SECTIONS PLAN AND DETAILS

LOCATION / VICINITY MAP

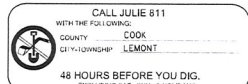


IDOT STANDARDS

BENCHMARK

SEE SHEET 3

LOCATION



THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR JOB SITE SAFETY AS WELL AS SUPERVISION/DIRECTION AND MEANS/METHODS OF CONSTRUCTION



John V. Henik
DATE: 6-10-15

6-10-15
DATE

JOHN V. HENIK
ILLINOIS REGISTRATION No. 081-004440
EXPIRATION DATE: 11/2015



Jeffrey C. Ehrhart
DATE: 6-8-15

6-8-15
DATE

JEFFREY C. EHRLHART
ILLINOIS REGISTRATION No. 062-059444
EXPIRATION DATE: 11/2015

CLIENT:



VILLAGE OF LEMONT

418 MAIN STREET
LEMONT, IL 60439



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 W. Higgins Road, Suite 600
Rosemont, Illinois 60018
(847) 823-0500

PROFESSIONAL DESIGN FIRM NO. 184-001175
EXPIRATION DATE: 05/30/16

GENERAL NOTES

1. ALL CONSTRUCTION SHALL BE DONE IN ACCORDANCE WITH THE "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION", ADOPTED JANUARY 1, 2012; THE "SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS", ADOPTED JANUARY 1, 2014; THE LATEST EDITION OF THE "ILLINOIS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS" (MUTCD), THE "STANDARD SPECIFICATIONS FOR TRAFFIC CONTROL ITEMS" (SSTCI) AND THE "DETAILS" SHOWN IN THE PLANS.
2. WHERE SECTION OR SUBSECTION MONUMENTS ARE ENCOUNTERED, THE ENGINEER SHALL BE NOTIFIED BEFORE THE MONUMENTS ARE REMOVED. THE CONTRACTOR SHALL CAREFULLY PRESERVE ALL PROPERTY MARKS AND MONUMENTS UNTIL THE ENGINEER, AUTHORIZED SURVEYOR OR AGENT HAS WITNESSED OR OTHERWISE REFERENCED THEIR LOCATION.
3. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ASCERTAIN EXISTING FIELD CONDITIONS PRIOR TO BIDDING ON THIS PROJECT. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND EXISTING CONDITIONS PRIOR TO ORDERING MATERIALS AND BEGINNING CONSTRUCTION. NO ADDITIONAL COMPENSATION WILL BE ALLOWED FOR FAILURE TO VERIFY EXISTING DIMENSIONS OR CONDITIONS.
4. THE CONTRACTOR SHALL LIMIT HIS/HER CONSTRUCTION ACTIVITIES TO THE WORK AREAS DESIGNATED ON THE PLANS. ANY DAMAGE TO AREAS OUTSIDE OF THESE LIMITS SHALL BE REPAIRED BY THE CONTRACTOR AT HIS OWN EXPENSE TO THE SATISFACTION OF THE ENGINEER. THE CONTRACTOR SHALL INSTALL AN ORANGE SAFETY FENCE AROUND THE PERIMETER OF THE JOB SITE INCLUDING THE CONTRACTOR'S STAGING AREA AND THE ACTIVE WORK AREA. THE FENCE SHALL BE REESTABLISHED AND COMPLETELY ENCLOSE THE AREA AT THE COMPLETION OF WORK EACH DAY. UPON COMPLETION OF THE JOB, THE CONTRACTOR SHALL RELOCATE THE FENCE TO AN AREA PROTECTING THE COMPLETED WALL. THIS PERMANENT LOCATION SHALL BE APPROVED BY THE VILLAGE.
5. THE CONTRACTOR SHALL NOTIFY THE VILLAGE OF LEMONT AT 630-257-2532 AT LEAST 48 HOURS IN ADVANCE OF BEGINNING WORK AND COORDINATE ALL CONSTRUCTION OPERATIONS WITH THE ENGINEER.
6. DURING THE CONSTRUCTION OPERATIONS WHEN ANY LOOSE MATERIAL IS DEPOSITED IN THE FLOW LINE OF DITCHES, GUTTERS OR DRAINAGE STRUCTURES SO THE NATURAL FLOW OF WATER IS OBSTRUCTED, THE MATERIAL SHALL BE REMOVED AT THE CLOSE OF EACH WORKING DAY. AT THE CONCLUSION OF THE CONSTRUCTION OPERATIONS ALL DRAINAGE STRUCTURES SHALL BE FREE FROM ALL DIRT AND DEBRIS CAUSED BY THE CONSTRUCTION.
7. WHEN EXISTING DRAINAGE FACILITIES ARE DISTURBED, THE CONTRACTOR SHALL PROVIDE AND MAINTAIN TEMPORARY OUTLETS AND CONNECTIONS FOR ALL PRIVATE OR PUBLIC DRAINS, SEWERS OR CATCH BASINS. HE SHALL PROVIDE FACILITIES TO TAKE IN ALL STORM WATER WHICH WILL BE RECEIVED BY THESE DRAINS AND SEWERS, AND DISCHARGE THE SAME. HE SHALL PROVIDE AND MAINTAIN AN EFFICIENT PUMPING PLANT, IF NECESSARY, AND A TEMPORARY OUTLET, AND BE PREPARED AT ALL TIMES TO DISPOSE OF THE WATER RECEIVED FROM THESE TEMPORARY CONNECTIONS UNTIL SUCH TIME AS THE PERMANENT CONNECTIONS WITH SEWERS ARE BUILT AND IN SERVICE.
8. ANY EXISTING STORM SEWER DAMAGED BY THE CONTRACTOR DURING CONSTRUCTION SHALL BE REPLACED BY THE CONTRACTOR AT NO COST TO THE OWNER.
9. THE CONTRACTOR SHALL GIVE NOTICES AND COMPLY WITH APPLICABLE LAWS, ORDINANCES, RULES, REGULATIONS AND LAWFUL ORDERS OF ALL PUBLIC AUTHORITIES BEARING ON SAFETY OF PERSONS OR PROPERTY OR THEIR PROTECTION FROM DAMAGE, INJURY OR LOSS.
10. ANY DAMAGED DURING CONSTRUCTION TO EXISTING FACILITIES SHALL BE REPAIRED OR REPLACED TO THE SATISFACTION OF THE ENGINEER BY THE CONTRACTOR AT HIS OWN EXPENSE.
11. **UTILITIES**
 - (A) ALL UNDERGROUND UTILITY LOCATIONS, INCLUDING BUT NOT LIMITED TO SANITARY AND STORM SEWERS, WATER MAINS AND THEIR RESPECTIVE SERVICE LINES, SHOWN ON THE PLANS ARE APPROXIMATE ONLY. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO HAVE THE RESPECTIVE UTILITY COMPANIES FIELD LOCATE ALL UTILITIES AS NECESSARY, PRIOR TO STARTING CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY J.U.L.I.E. AT (800) 892-0123, (OR 811), THE VILLAGE OF LEMONT PUBLIC WORKS DEPARTMENT AND ALL PUBLIC AND PRIVATE UTILITIES BEFORE STARTING CONSTRUCTION.
 - (B) THE CONTRACTOR SHALL TEMPORARILY BRACE/SUPPORT EXISTING UTILITIES DURING THE CONSTRUCTION OF THE PROPOSED IMPROVEMENTS.

- (C) THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UNDERGROUND OR SURFACE UTILITIES EVEN THOUGH THEY MAY NOT BE SHOWN ON THE PLANS. ANY UTILITY THAT IS DAMAGED DURING CONSTRUCTION SHALL BE REPAIRED OR REPLACED TO THE SATISFACTION OF THE ENGINEER. THIS WORK SHALL BE AT THE CONTRACTOR'S EXPENSE.
12. ACCESS TO THE SITE WILL BE THROUGH THE ADJACENT IMTT PROPERTY. THE CONTRACTOR SHALL COORDINATE THROUGH THE VILLAGE OF LEMONT, SECURITY RESTRICTIONS, STAGING LOCATIONS, PLACEMENT OF EQUIPMENT ON IMTT SITE WILL ALL NEED TO BE PREARRANGED PRIOR TO STARTING ANY WORK. ANY DAMAGE TO THE IMTT PROPERTY SHALL BE REPAIRED TO IMTT'S SATISFACTION AT THE CONTRACTOR'S EXPENSE.
13. THE CONTRACTOR SHALL HAVE CONTROL OVER HIS/HER EMPLOYEES' PARKING OF AUTOMOBILES ON THE SITE, AND SHALL PROVIDE PORTABLE TOILET FACILITIES AND RECEPTACLES FOR DEPOSITING WASTE PAPER AND GARBAGE. THE CONTRACTOR SHALL KEEP THE SITE NEAT AND SHALL CLEAN UP ANY DEBRIS WHEN DIRECTED TO DO SO BY THE VILLAGE. UPON COMPLETION OF THE IMPROVEMENT, THE SITE SHALL BE LEFT IN A CONDITION ACCEPTABLE TO THE VILLAGE. FAILURE TO KEEP THE SITE NEAT OR CLEAN-UP DEBRIS WHEN DIRECTED TO DO SO SHALL BE JUST CAUSE FOR WITHHOLDING PAYMENT AND FINAL ACCEPTANCE WILL NOT BE MADE UNTIL THE SITE IS IN A CONDITION ACCEPTABLE TO THE VILLAGE.
14. ANY ACCESS NEEDED TO ADJACENT PRIVATE PROPERTY (IMTT) SHALL BE COORDINATED WITH THE PROPERTY OWNER. ANY DAMAGE TO THE PROPERTY DURING CONSTRUCTION WILL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND WILL BE REPAIRED OR REPLACED TO THE SATISFACTION OF THE PROPERTY OWNER AT THE CONTRACTOR'S EXPENSE.
15. THE EXISTING IMTT GATE SHALL BE REMOVED, STORED DURING CONSTRUCTION AND RELOCATED AT A PLACE CHOSEN BY THE PROPERTY OWNER. THIS WORK SHALL BE INCIDENTAL TO THE CONTRACT.
16. THERE IS A GEOTECHNICAL REPORT INCLUDED IN THE PROJECT SPECIFICATIONS.
17. USE OF CCDD FILL OPERATIONS: PER PUBLIC ACT 97-0137, IF THE CONTRACTOR CHOOSES TO DISPOSE OF UNCONTAMINATED SOIL MIXED WITH CLEAN CONSTRUCTION DEBRIS (CCDD) AT A CCDD FILL OPERATION, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PERFORM ALL NECESSARY FIELD AND LABORATORY ANALYSIS AND TO OBTAIN THE LICENSED PROFESSIONAL ENGINEER'S CERTIFICATION REQUIRED AS PER PUBLIC ACT 96-1416 TO USE THE SITE. THIS WORK IS INCLUDED IN THE COST OF THE PROJECT AND NO ADDITIONAL COMPENSATION WILL BE PROVIDED.

SUMMARY OF QUANTITIES

ITEM NO.	ITEMS	UNIT	QUANTITY
20200100	EARTH EXCAVATION	CY	1120
20200200	CHANNEL EXCAVATION	CY	250
20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CY	100
20800150	TRENCH BACKFILL	CY	30
20900110	POROUS GRANULAR BACKFILL	CY	220
21101615	TOPSOIL, FURNISH AND PLACE, 4"	SQ YD	180
25000300	SEEDING CLASS 3	ACRE	0.19
25100630	EROSION CONTROL BLANKET	SY	930
28000400	PERIMETER EROSION BARRIER	FOOT	400
28100109	STONE RIPRAP, CLASS A5	SY	306
28200200	FILTER FABRIC	SQ YD	306
40200900	AGGREGATE SURFACE COURSE, TYPE B	CU YD	50
50105220	PIPE CULVERT REMOVAL	FOOT	190
50300225	CONCRETE STRUCTURES	CY	84.8
50800105	REINFORCEMENT BARS	POUND	12,500
54001001	BOX CULVERT END SECTIONS, CULVERT NO. 1	EACH	3
54011006	PRECAST CONCRETE BOX CULVERTS 10' X 6'	FOOT	126
67100100	MOBILIZATION	L SUM	1
X0426200	DEWATERING	L SUM	1
Z0013798	CONSTRUCTION LAYOUT	L SUM	1

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9575 W. Higgins Road, Suite 600
Rosemont, Illinois 60018
(847) 823-0500

CLIENT:

VILLAGE OF LEMONT
418 MAIN STREET
LEMONT, ILLINOIS 60439

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CAD USER:	jeprharr	
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**IMTT CULVERT IMPROVEMENTS
GENERAL NOTES**

PROJ. NO. 140422
DATE: 9/9/14
SHEET 2 OF 9
DRAWING NO.

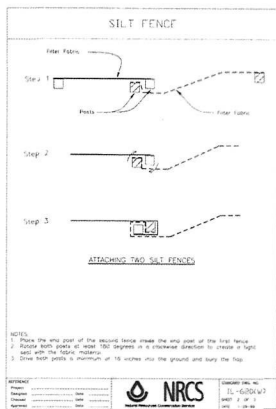
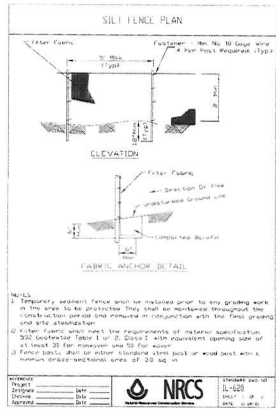
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LEGEND

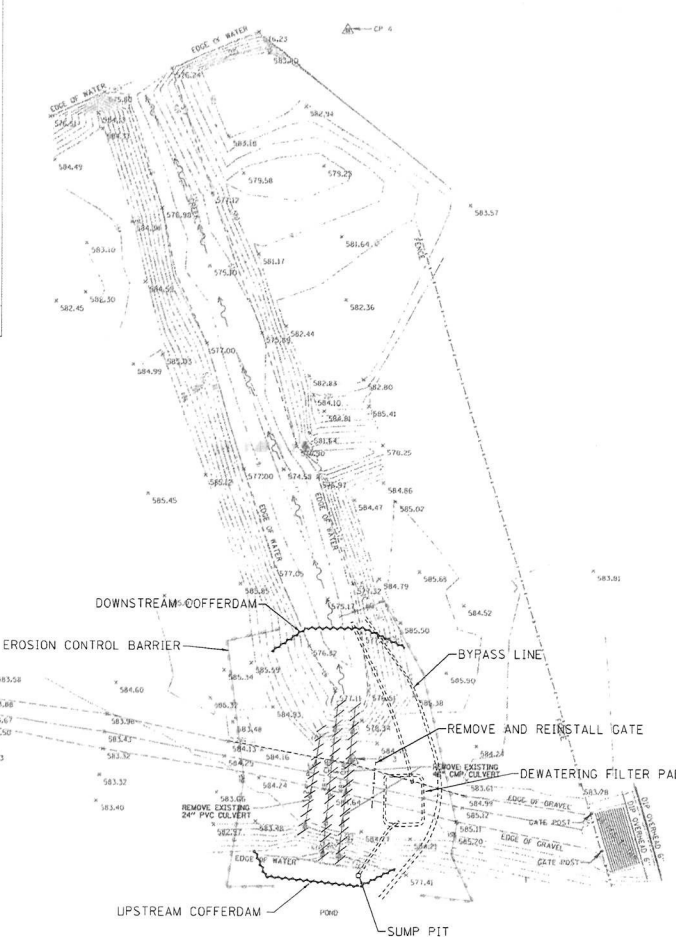
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- SILT IRON PIPE
- FOUND IRON PIPE
- CONTROL POINT
- ELEVATION AND SECTION
- MANHOLE
- CATCH BASIN
- MANHOLE
- VALVE VAULT
- FIRE HYDRANT
- MANHOLE
- MANHOLE
- HEAVY DUTY MANHOLE
- LIGHT STANDARD
- FIBER POLE
- TELEPHONE POLE
- SPLICE BOX
- TELEPHONE SPLICE BOX
- JUNCTION BOX
- CONTROLLER BOX
- TRAFFIC SIGNAL
- TREE
- BUSH LINE
- VEGETATION LINE
- GUARDRAIL
- BUILDING EDGE
- RAILROAD TRACK
- FENCE LINE
- HIGH WATER LEVEL
- DITCH LINE
- STORM SEWER
- PIPE UNDERDRAIN
- WATER MAIN
- SANITARY SEWER

VERTICAL & HORIZONTAL CONTROL

CP 10442.59	CP 10441.86
E 14810.22	E 14804.04
GL 14386.01	GL 14384.05



SEE SHEET 4 FOR ADDITIONAL EROSION AND SEDIMENT CONTROL DETAILS



NOTE:
 A BYPASS PUMP METHOD OF DEWATERING IS SHOWN. THE CONTRACTOR HAS THE OPTION TO PROPOSE AN ALTERNATIVE CONCEPT SUCH AS CONSTRUCTING THE CULVERT IN STAGES. THIS COULD POSSIBLY BE ACHIEVED BY LEAVING THE EXISTING EAST PIPE IN SERVICE WHILE BUILDING THE WESTERN CULVERT CELLS THEN REVERSING FLOW. CONTRACTOR TO SUBMIT A PLAN PRIOR TO CONSTRUCTION.

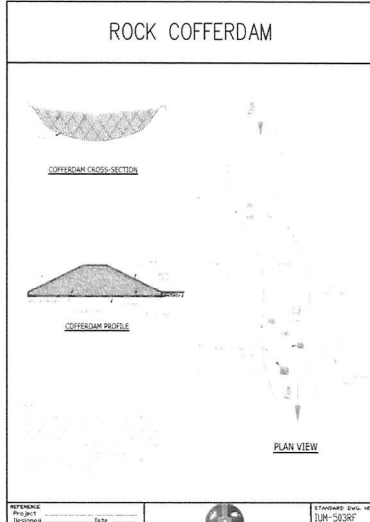
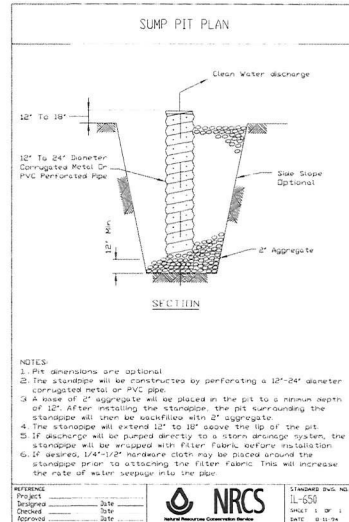
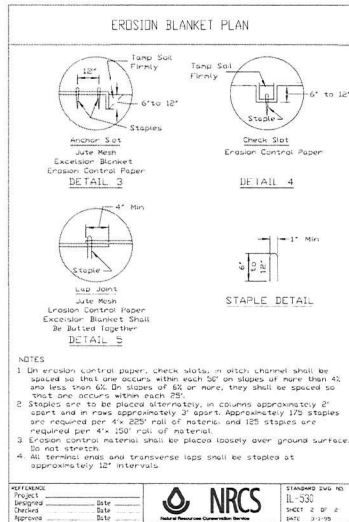
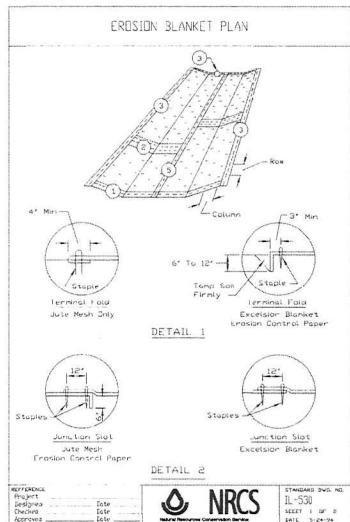
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VILLAGE OF LEMONT
 418 MAIN STREET
 LEMONT, ILLINOIS 60439

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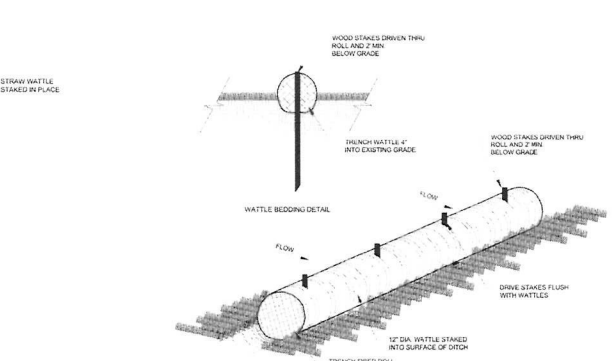
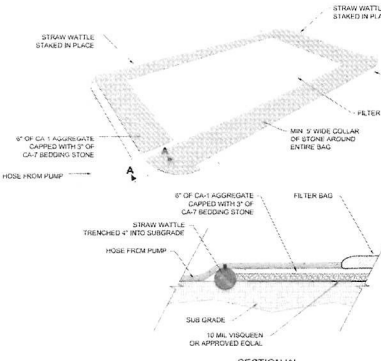
**IMTT CULVERT IMPROVEMENTS
 EXISTING CONDITIONS, REMOVAL
 AND DEWATERING PLAN**

PROJ. NO. 140422
 DATE: 9/9/14
 SHEET 3 OF 9
 DRAWING NO.
3



SECC GENERAL NOTES

- SOIL DISTURBANCE SHALL BE CONDUCTED IN SUCH A MANNER AS TO MINIMIZE EROSION PORTIONS OF THE SITE THAT WILL NOT BE DISTURBED SHALL BE PROTECTED FROM CONSTRUCTION UNTIL THE WORK AREAS HAVE BEEN STABILIZED.
- PROPERTIES AND CHANNELS ADJOINING THE SITE SHALL BE PROTECTED FROM EROSION AND SEDIMENTATION.
- SOIL EROSION AND SEDIMENT CONTROL FEATURES SHALL BE CONSTRUCTED PRIOR TO THE COMMENCEMENT OF HYDROLOGIC DISTURBANCE OF UPLAND AREAS.
- DISTURBED AREAS SHALL BE STABILIZED WITH TEMPORARY OR PERMANENT MEASURES WITHIN SEVEN (7) CALENDAR DAYS FOLLOWING THE END OF ACTIVE HYDROLOGIC DISTURBANCE. THESE MEASURES INCLUDE SEEDING WITH SPECIFIED SEED MIXES, AS APPROPRIATE, AND THE USE OF EROSION CONTROL BLANKET, WHERE NECESSARY.
- ALL STORM SEWERS THAT ARE OR WILL BE FUNCTIONING DURING CONSTRUCTION SHALL BE PROTECTED BY AN APPROPRIATE SEDIMENT CONTROL MEASURE.
- IF DEWATERING SERVICES ARE USED, ADJOINING PROPERTIES AND DISCHARGE LOCATIONS SHALL BE PROTECTED FROM EROSION. DISCHARGES SHALL BE ROUTED THROUGH AN EFFECTIVE SEDIMENT CONTROL MEASURE.
- ALL TEMPORARY SOIL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE REMOVED WITHIN THIRTY (30) DAYS AFTER FINAL SITE STABILIZATION IS ACHIEVED OR AFTER THE TEMPORARY MEASURES ARE NO LONGER NEEDED. TRAPPED SEDIMENT AND OTHER DISTURBED SOIL AREAS SHALL BE PERMANENTLY STABILIZED.
- SOIL STOCKPILES SHALL BE LOCATED IN AREAS THAT DO NOT HAVE HIGH POTENTIAL FOR CONTRIBUTING SEDIMENT TO WATERS OF THE UNITED STATES OR STORMWATER FACILITIES.
- THE CONTRACTOR SHALL PROVIDE ADEQUATE RECEPTACLES FOR THE DEPOSITION OF ALL CONSTRUCTION MATERIAL DEBRIS GENERATED DURING THE DEVELOPMENT PROCESS. THE CONTRACTOR SHALL NOT CAUSE OR PERMIT THE DUMPING, DEPOSITING, DROPPING, THROWING, DISCARDING, OR LEAVING OF CONSTRUCTION MATERIAL DEBRIS UPON OR INTO ANY DEVELOPMENT SITE, CHANNEL, WATERS OF THE U.S. OR ISOLATED WETLANDS/WATERS OF COOK COUNTY. THE CONTRACTOR SHALL MAINTAIN THE DEVELOPMENT SITE FREE OF CONSTRUCTION MATERIAL DEBRIS.
- ALL TEMPORARY AND PERMANENT EROSION AND SEDIMENT CONTROL MEASURES SHALL BE MAINTAINED IN AN EFFECTIVE WORKING CONDITION.
- ADJACENT STREETS, TRAILS AND ENTRANCES MUST BE KEPT CLEAR OF DEBRIS, INSPECTED DAILY AND CLEANED WHEN NECESSARY.
- EROSION CONTROL BLANKET AND/OR STRAW MULCH SHALL BE INSTALLED ON ALL SLOPES IN CRITICAL AREAS IMMEDIATELY UPON FINAL GRADING.
- STABILIZATION OF WORK AREAS NEAR WETLANDS OR WATERS OF THE U.S. MUST BE COMPLETED AT THE END OF EACH DAY.
- ALL SECC PRACTICES WILL BE CONSTRUCTED IN ACCORDANCE WITH THE ILLINOIS URBAN MANUAL.
- A COPY OF THE APPROVED SECC PLAN MUST BE MAINTAINED ON SITE AT ALL TIMES.
- PRIOR TO COMMENCEMENT LAND-DISTURBING ACTIVITIES IN AREAS OTHER THAN INDICATED ON THESE PLANS, A SUPPLEMENTARY EROSION CONTROL PLAN SHALL BE SUBMITTED TO THE OWNER FOR REVIEW.
- THE CONTRACTOR IS RESPONSIBLE FOR INSTALLATION OF ANY ADDITIONAL EROSION CONTROL MEASURES NECESSARY TO PREVENT EROSION AND SEDIMENTATION.
- DURING DEWATERING OPERATIONS, WATER WILL BE PUMPED INTO A FILTER BAG ON A STABILIZED SURFACE. DEWATERING DIRECTLY INTO FIELD TILES OR STORMWATER STRUCTURES IS PROHIBITED.
- IT IS THE RESPONSIBILITY OF THE LANDOWNER AND/OR GENERAL CONTRACTOR TO INFORM ANY SUB-CONTRACTORS WHO MAY PERFORM WORK ON THIS PROJECT OF THE REQUIREMENTS IN IMPLEMENTING AND MAINTAINING THESE EROSION CONTROL PLANS AND ANY OTHER STATE OR FEDERAL PERMIT REQUIREMENTS.



NOTE: CONTRACTOR TO INSTALL TEMPORARY COFFERDAM AND BYPASS PUMP TO COMPLETE THE WORK "IN THE DRY".

- BLOCK FLOW ENTIRELY WITH A SANDBAG COFFERDAM WRAPPED WITH PLASTIC (40 MIL. MINIMUM) AND PUMP WATER AROUND THE WORK AREA. USE A SECOND PUMP WITH A SUMP PIT (AS NECESSARY) TO DEWATER THE WORK ZONE.
 - BYPASS FLOW FROM UPSTREAM OF THE COFFERDAM AND PUMP WILL BE DISCHARGED BACK INTO THE CHANNEL FROM A WELL VEGETATED GRASSY AREA TO PREVENT EROSION.
 - THE INTAKE HOSE SHALL BE PLACED ON A STABLE SURFACE OR FLOATED TO PREVENT SEDIMENT FROM ENTERING THE HOSE. FILTERING OF BYPASS WATER IS NOT NECESSARY UNLESS THE BYPASS WATER HAS BECOME SEDIMENT-LADEN AS A RESULT OF THE CURRENT CONSTRUCTION.
 - DURING DEWATERING OF THE COFFERED WORK AREA, ALL SEDIMENT-LADEN WATER MUST BE FILTERED TO REMOVE SEDIMENT. POSSIBLE OPTIONS FOR SEDIMENT REMOVAL INCLUDE BAFFLE SYSTEMS, ANIONIC POLYMERS SYSTEMS, DEWATERING BAGS, OR OTHER APPROPRIATE METHODS. A DEWATERING FILTER BAG DETAIL IS PROVIDED AS THE MINIMUM CONTROL MEASURE. WATER SHALL HAVE SEDIMENT REMOVED PRIOR TO BEING RE-INTRODUCED TO THE DOWNSTREAM WATERWAY. DISCHARGE WATER IS CONSIDERED CLEAN IF IT DOES NOT RESULT IN A VISUALLY IDENTIFIABLE DEGRADATION OF WATER CLARITY.
 - IT IS THE CONTRACTOR'S RESPONSIBILITY TO SIZE AND OPERATE THE PUMP IN ACCORDANCE WITH THE FLOW RATE. THE OWNER AND ENGINEER HAVE NO RESPONSIBILITY FOR THE PUMP SIZE SELECTION.
 - THE COFFERDAM MUST BE CONSTRUCTED FROM THE UPLAND AREA AND NO EQUIPMENT MAY ENTER FLOWING WATER AT ANY TIME.
 - THE DEWATERING PLAN WILL BE DESIGNED TO ALLOW FOR THE CONVEYANCE OF THE 2-YEAR PEAK FLOW PAST THE WORK AREA WITHOUT OVERTOPPING THE COFFERDAM. THE CORPS HAS THE DISCRETION TO REDUCE THIS REQUIREMENT IF DOCUMENTED BY THE APPLICANT TO BE INFEASIBLE OR UNNECESSARY.
 - COFFERDAM AND PUMP MUST BE MONITORED DAILY AND MUST NOT BE LEFT UNATTENDED FOR MORE THAN 24 HOURS. WORK IN THE WATERWAY SHOULD BE TIMED TO TAKE PLACE DURING LOW OR NO-FLOW CONDITIONS. LOW FLOW CONDITIONS ARE FLOW AT OR BELOW

THE ORDINARY HIGH WATER MARK IF A STORM EVENT IS FORECASTED THE COFFERDAM WILL BE MARKED AND EXPOSED SOIL COVERED PRIOR TO THE END OF THE WORK DAY.

- REMOVE EXISTING PIPE CULVERTS AND EXCAVATE FOR PLACEMENT OF NEW BOX CULVERT. COFFERDAM MAY BE REMOVED ONCE THE PROPOSED CULVERT AND RIPRAP HAVE BEEN INSTALLED AND THE AREA COMING INTO CONTACT WITH STREAMFLOW HAS BEEN STABILIZED. ALL AREAS DISTURBED DUE TO CONSTRUCTION ACTIVITIES SHALL BE RESTORED TO PROPOSED CONDITIONS AND FULLY STABILIZED PRIOR TO ACCEPTING FLOWS.
- COMPLETE FINISH GRADING WITH REQUIRED TOPSOIL AMOUNTS.
- AREAS AS INDICATED ON THE PLANS SHALL BE SEED WITH DOT CLASS 3 LAWN MIX AND BE COVERED WITH HAG S758N EROSION CONTROL BLANKET.

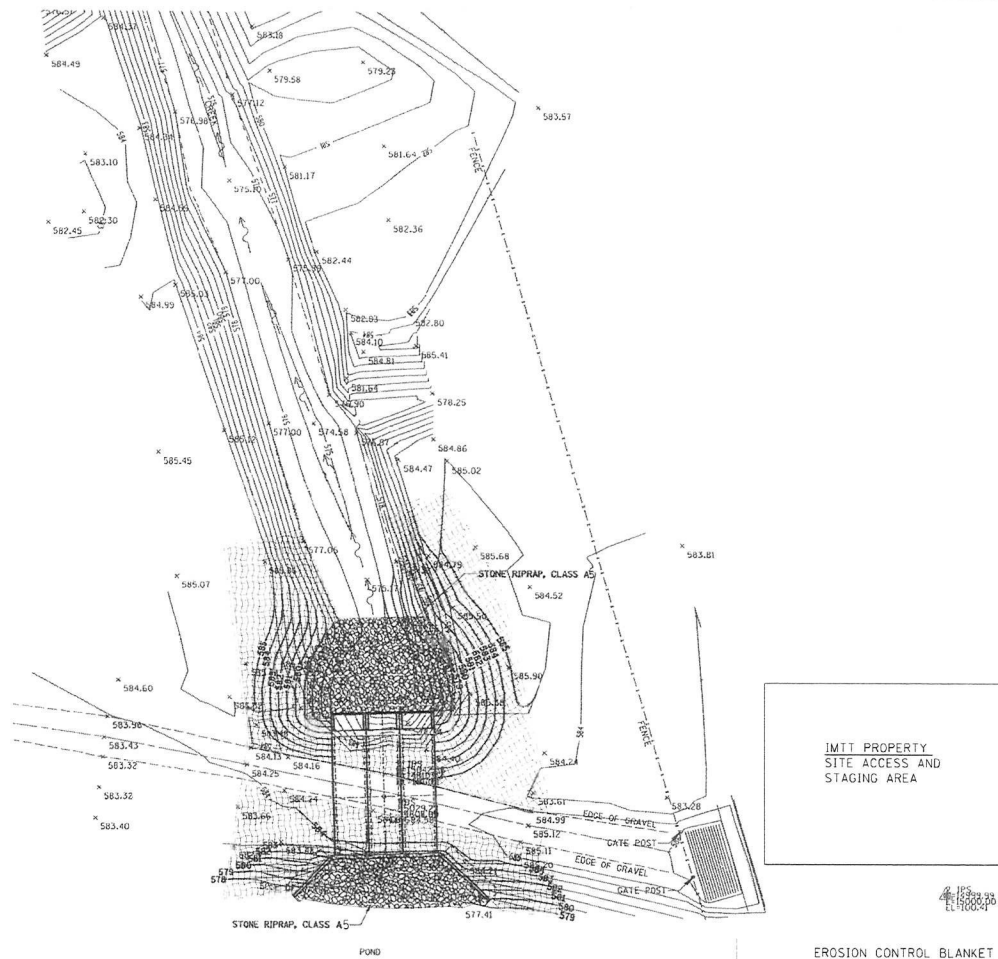
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(847) 823-0500

VILLAGE OF LEMONT
418 MAIN STREET
LEMONT, ILLINOIS 60439

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**IMTT CULVERT IMPROVEMENTS
EROSION AND SEDIMENTATION
CONTROL NOTES AND DETAILS**

PROJ. NO. 140422
DATE: 9/9/14
SHEET 4 OF 9
DRAWING NO. 4



IMITT PROPERTY
SITE ACCESS AND
STAGING AREA

- EROSION CONTROL BLANKET WITH SEEDING CLASS 3
- AGGREGATE SURFACE COURSE
- EROSION CONTROL BARRIER

NOTE:
UPON COMPLETION OF FINAL GRADING, RIPRAP OR TOPSOIL, EROSION CONTROL
BLANKET AND SEEDING, CLASS 3 SHALL BE PLACED ON ALL DISTURBED AREAS.

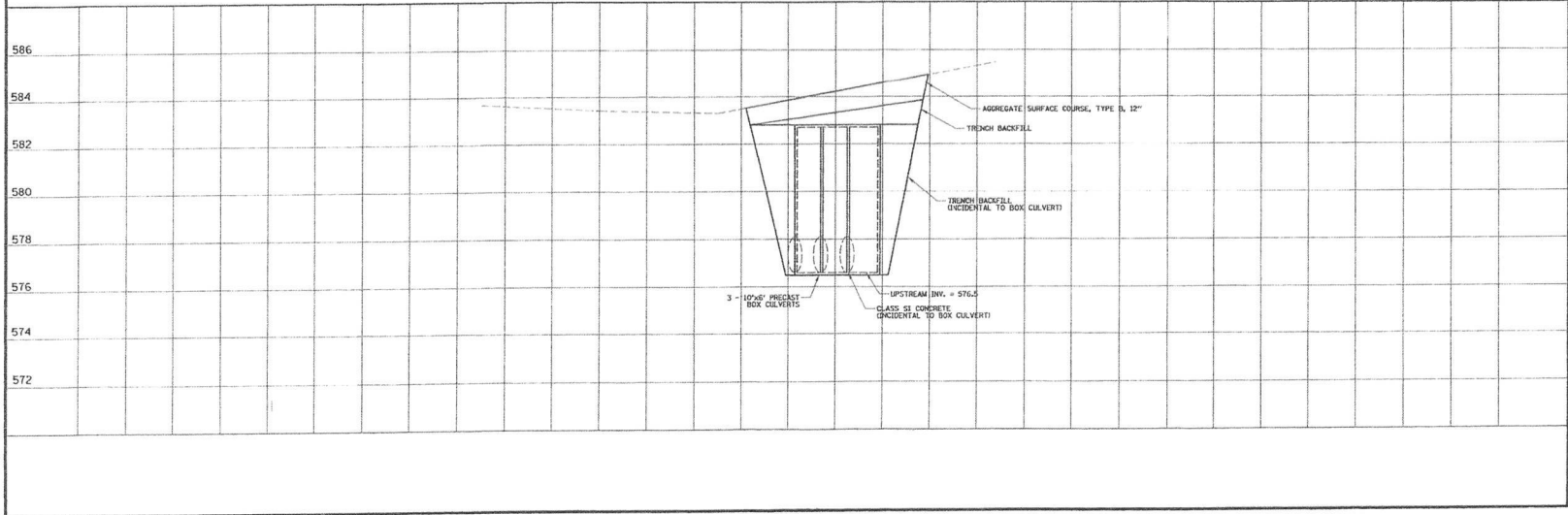
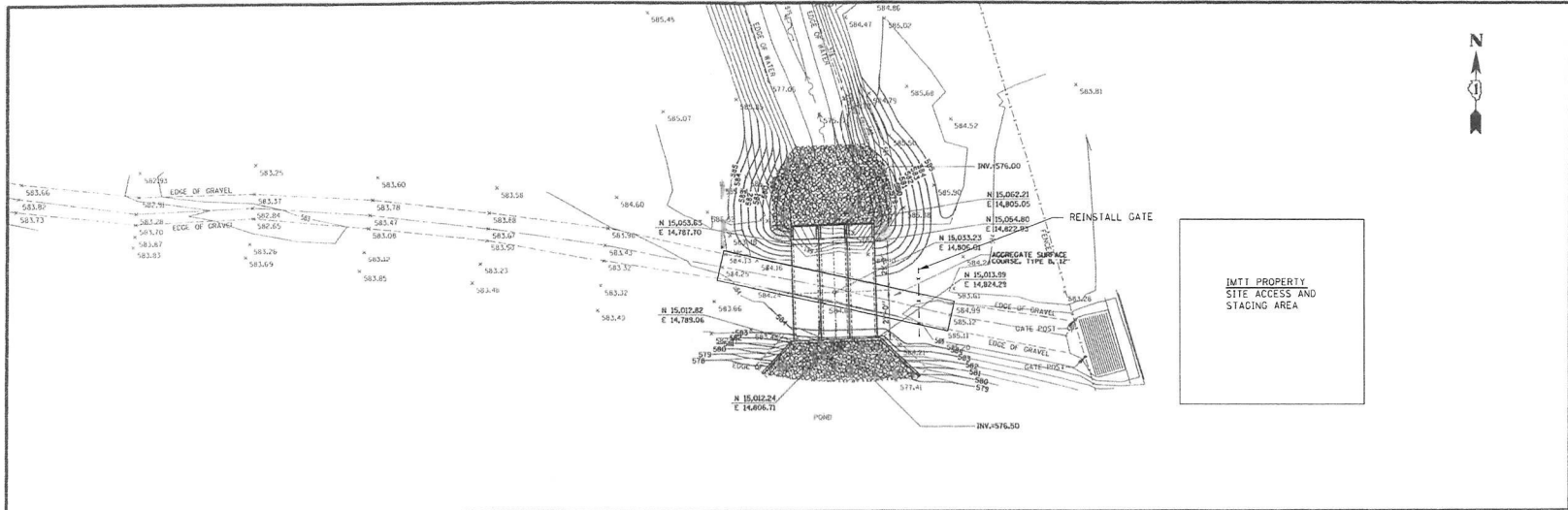
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(847) 823-0500

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VILLAGE OF LEMONT
418 MAIN STREET
LEMONT, ILLINOIS 60439

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**IMITT CULVERT IMPROVEMENTS
PROPOSED LANDSCAPING
AND EROSION CONTROL**

PROJ. NO. 140422
DATE: 9/9/14
SHEET 5 OF 9
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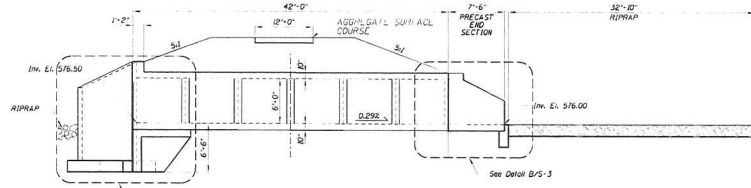
CB CHRISTOPHER B. BURKE ENGINEERING, LTD.
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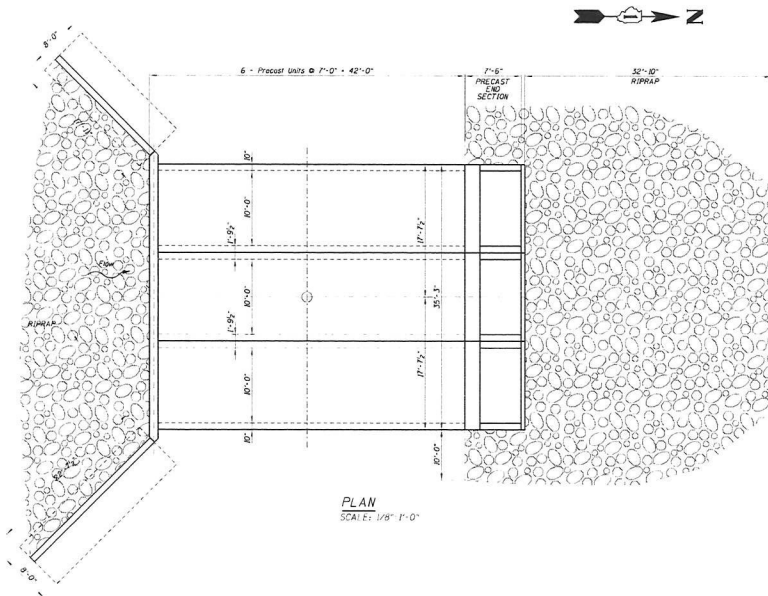
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**HIMTT CULVERT IMPROVEMENTS
 PROPOSED PROFILE AND
 FINAL CONDITIONS**

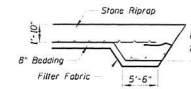
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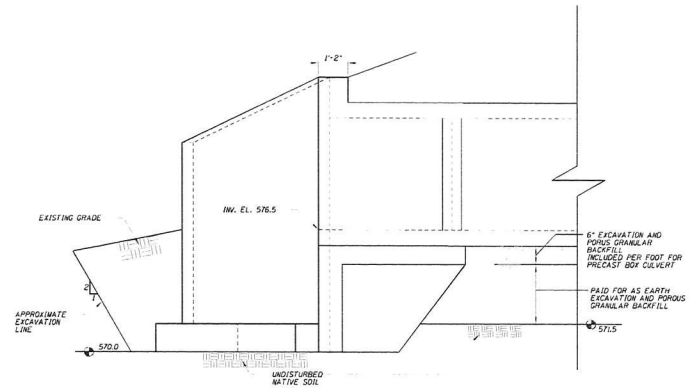
ELEVATION



PLAN
SCALE: 1/8" = 1'-0"



STONE RIPRAP DETAIL



DETAIL A
N.T.S.

GENERAL NOTES

CAST-IN-PLACE CONCRETE

Concrete Box Culvert shall be used throughout.

Exposed Edges shall have a 3/4" x 45° chamfer, except where shown otherwise. Chamfer on vertical edges shall be continuous a minimum of one foot below finished ground level.

Cover from the face of concrete to face of reinforcement bars shall be 3" for surfaces formed against earth and 1 1/2" for all other surfaces unless otherwise shown.

REINFORCING STEEL

Reinforcement Bars shall conform to the requirements of AASHTO M-31, Grade 60, Deformed bars.

Reinforcing bar bending dimensions are out to out. Reinforcing bar bending details shall be in accordance with the "Manual of Standard Practice for Detailing Reinforced Concrete Structures", ACI 315, latest Edition.

CONSTRUCTION

Do not scale dimensions for construction, scale if shown applies only to full size drawings.

No construction joints except those shown on the plans will be allowed unless directed by the engineer.

The information concerning type and location of underground and other utilities is not guaranteed to be accurate or all inclusive. The contractor is responsible for making his own determinations as to the type and location of the utilities as may be necessary to avoid damage thereto.

DESIGN SPECIFICATIONS

2012 AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS, 6TH EDITION WITH 2013 INTERIM

LOADING HS20-44 & ALTERNATE LOAD

Allow 25 %/sq. ft. for future wearing surface

DESIGN STRESSES

FIELD UNITS

f_c : 4,000 psi

f_t : 60,000 psi (Reinf.) Grade 60.

PRECAST PRESTRESSED UNITS

f_c : 5,000 psi

f_t : 60,000 psi (Reinf.) Grade 60.

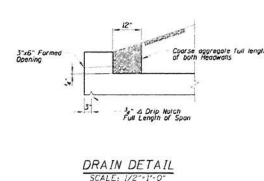
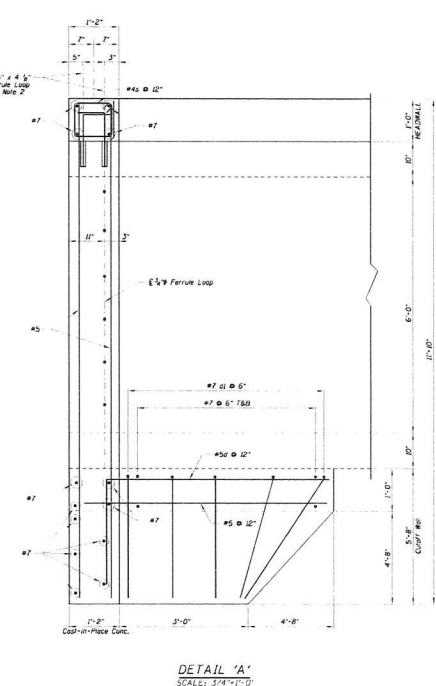
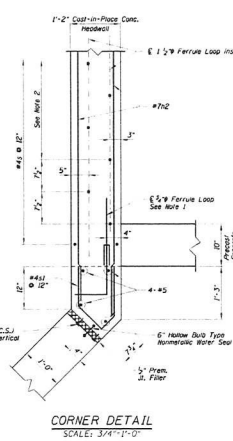
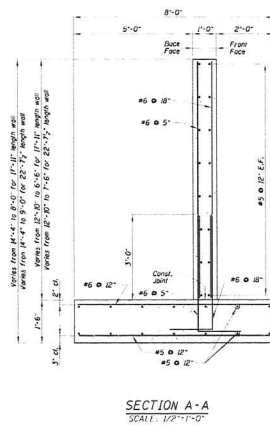
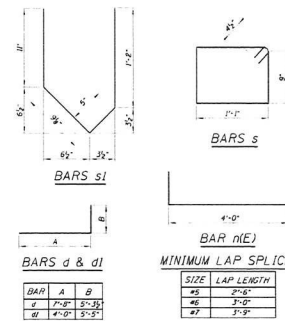
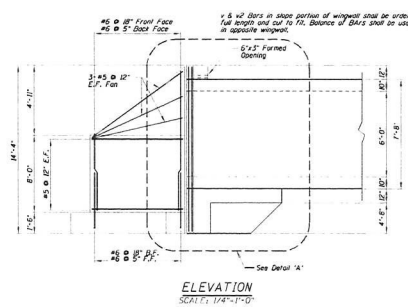
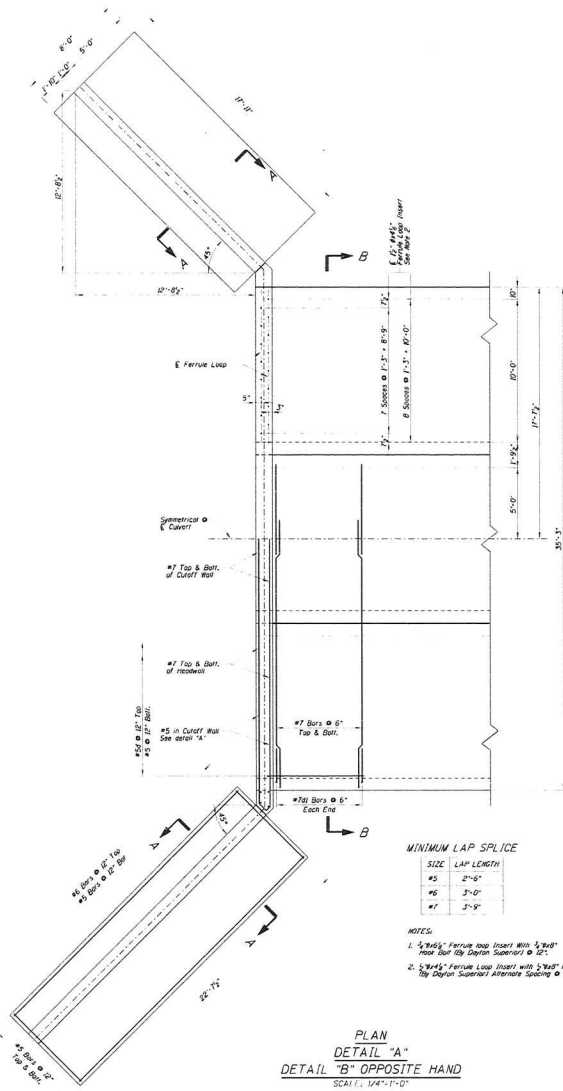
CB CHRISTOPHER B. BURKE ENGINEERING, LTD.
9575 W. Higgins Road, Suite 600
Rosemont, Illinois 60018
(847) 823-0500

CLIENT:
VILLAGE OF LEMONT
418 MAIN STREET
LEMONT, ILLINOIS 60439

NO.	DATE	NATURE OF REVISION	CHKD.	MODEL:	Default
FILE NAME	N:\LEMONT\140422\STRUCT\CDPE.SHT				

TITLE:
**IMTT CULVERT IMPROVEMENTS
GENERAL PLAN & ELEVATION**

PROJ. NO. 140422
DATE: 9/9/14
SHEET 7 OF 9
DRAWING NO.



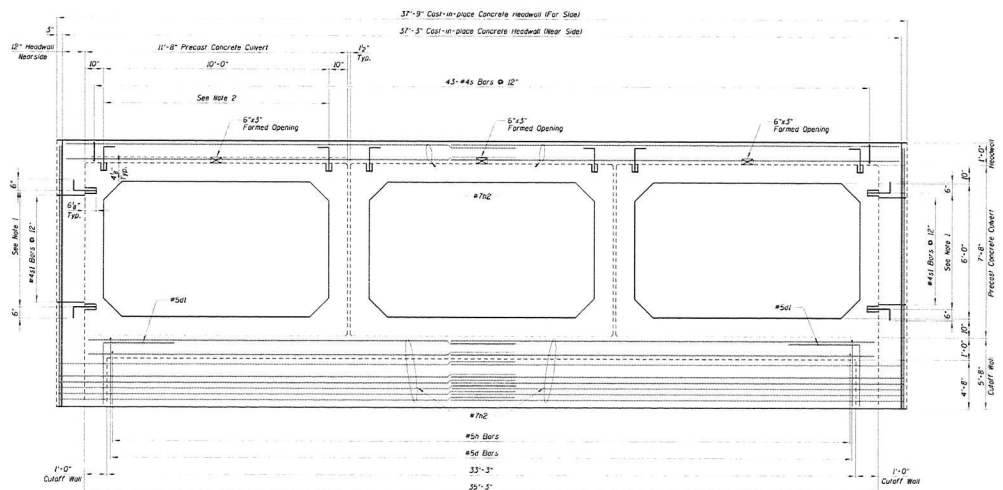
CB CHRISTOPHER B. BURKE ENGINEERING, LTD.
9575 W. Higgins Road, Suite 600
Rosemont, Illinois 60018
(847) 823-0500

CLIENT:
VILLAGE OF LEMONT
418 MAIN STREET
LEMONT, ILLINOIS 60439

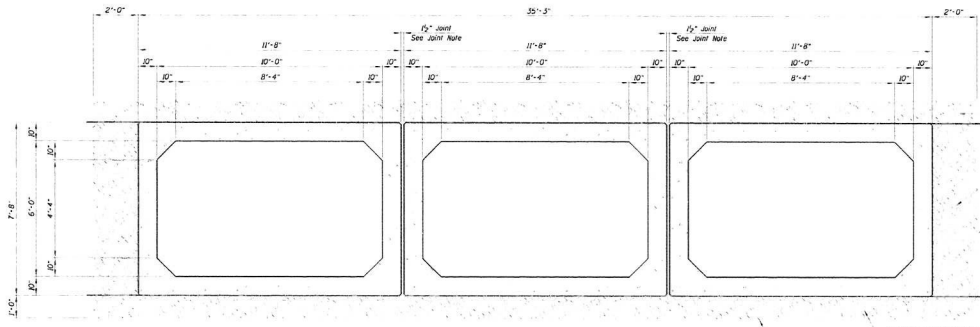
NO.	DATE	NATURE OF REVISION	CHKD.	MODEL

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DRAWN: CAD
CHECKED: JWH
SCALE: 1"
PLOT DATE: 6/15/2015
CAD USER: JSP/FDR
TITL: **HIMTT CULVERT IMPROVEMENTS
HEADWALL AND WINGWALL
PLAN AND DETAILS**

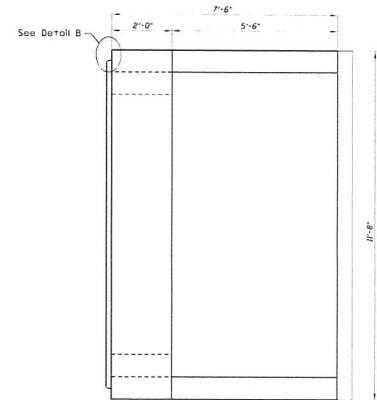
PROJ. NO. 140422
DATE: 9/9/14
SHEET 8 OF 9
DRAWING NO.
8



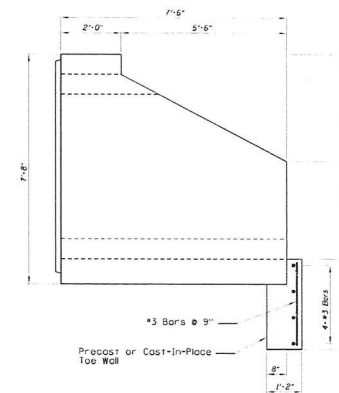
SECTION B-B
SCALE: 3/8"=1'-0"



TYPICAL SECTION THRU PRECAST CONCRETE
SCALE: 3/8"=1'-0"



PRECAST END SECTION PLAN
SCALE: 1/2"=1'-0"



PRECAST END SECTION ELEVATION
SCALE: 1/2"=1'-0"

JOINT NOTES
A 1.5" space shall be left between adjacent sections. After the precast parts are in place and backfill has been placed to mid height of the precast concrete box sections on each side, the space between the walls shall be filled with Class III Concrete. The Class III Concrete shall be in accordance with Section 720, except the maximum size coarse aggregate shall be 3/4".

Subgrade Prepared in Accordance with Article 501.03 of the Standard Specifications.

NOTES
1. 3/8" x 6 1/2" Ferrule Loop Insert with 3/8" x 6 1/2" Hole Size (to Allow Superior # 42" Hole Size (to Allow Superior # 42" Spacing @ 7'-6"; See Detail "A" Sheet)

CA-6 Backfill to Subgrade

Granular Backfill (CA-1) to Top of Culvert Chamber to 95% Std. Proctor Density

Undisturbed Earth

CB CHRISTOPHER B. BURKE ENGINEERING, LTD.
9575 W. Higgins Road, Suite 600
Rosemont, Illinois 60018
(847) 823-0500

VILLAGE OF LEMONT
418 MAIN STREET
LEMONT, ILLINOIS 60439

NO.	DATE	NATURE OF REVISION	CHKD.	MODEL:	Default
FILE NAME	\\ALEMONT\404221\Struct\1\Precast Details.dwg		DSGN.	RS	
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			CHKD.	JVH	
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			PLOT DATE:	6/15/2015	
			CAD USER:	Jehrnart	

TITLE: IMTT CULVERT IMPROVEMENTS
PRECAST CULVERT SECTIONS
PLAN AND ELEVATION

PROJ. NO. 140422
DATE: 9/9/14
SHEET 9 OF 9
DRAWING NO.

9

**Village of Lemont
418 Main St
Lemont, ILLINOIS 60439**

IMTT CULVERT IMPROVEMENTS

**With:
Norvilla, LLC
2701 S. 13th Ave.
Broadview, IL 60155**

Note: This cover sheet is an integral part of the IMTT Culvert Improvement Agreement and is, as are the following documents, part of any contract executed between the Village of Lemont and Norvilla, LLC. Do not detach any portion of this document. Invalidation could result.

CONTRACT SCOPE AND BACKGROUND

The Village of Lemont ("Village") is contracting with Norvilla, Inc ("Contractor") to perform IMTT Culvert improvements as provided for in the attached bid package provided (Attachment One) and response to same by the Contractor (Attachment Two). All terms and conditions of Attachment One and Attachment Two apply to this IMTT Culvert Improvement Agreement (Attachment One, Attachment Two and this contract shall be hereinafter referred to as the "IMTT Culvert Improvement Agreement").

GENERAL MINIMUM SPECIFICATIONS

By signature on this IMTT Culvert Improvement Agreement, the Contractor is acknowledging its responsibility for being familiar with all conditions, instructions, specifications and other terms contained in the IMTT Culvert Improvement Agreement. Contractor's submission of its bid response in Attachment One shall be deemed certification that the Contractor has taken all steps necessary to become fully informed as to the nature and scope of the services to be provided, expectations, conditions, requirements, specifications, and the accuracy of estimates as to costs and personnel required under the IMTT Culvert Improvement Agreement. Failure to have taken such steps will not: a) secure relief on a plea of error or mistake; b) excuse the Contractor from performance of its duties and obligations imposed under the terms of the IMTT Culvert Improvement Agreement; c) serve as a basis for modifying the IMTT Culvert Improvement Agreement in any way; or, d) justify any request for additional compensation.

INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend, hold harmless, and indemnify the Village, its corporate authorities, trustees, officers, directors, agents, and employees from and against any and all injury, death, loss, property damage, judgments, liens, claims, suits, liabilities, actions, causes of action, demands, expenses, costs, or other liabilities of any character (including reasonable attorneys fees) arising in whole or in part, relating to or resulting from Contractor's (including Contractor's employees, agents, officers, directors, and anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable): (a) failure to comply with, or violation of, any federal, state or local law, statute, regulation, rule, ordinance, order of governmental directive; (b) acts, omissions or willful misconduct; (c) failure to comply with the terms, conditions, representations, or warranties contained in the IMTT Culvert Improvement Agreement; and, d) performance under the IMTT Culvert Improvement Agreement. In connection with any such liabilities, the Village of Lemont, its officers, agents, employees, representatives and their assigns shall have the right to defense counsel of its choice and Contractor shall be solely liable for all costs, fees and expenses of such defense. Any collateral or insurance requirements under the IMTT Culvert Improvement Agreement shall in no way limit the extent of Contractor's responsibility to indemnify as herein provided. The terms of this indemnity shall survive the suspension, expiration or termination of the IMTT Culvert Improvement Agreement.

NON-DISCRIMINATION

- A. The Contractor shall, as a party to a public contract:
1. Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
 2. Certify that it is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11246 and #11375 (42 U.S.C., Section 2000 (e)); Exec. Order No. 11246, 30 F.R. 12319 (1965); Exec. Order No. 11375, 32 F.R. 14303 (1967) which are incorporated herein by reference. The Equal Opportunity Clause, Section 6.1 of the

Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this Proposal.

B. It is unlawful to discriminate on the basis of race, color, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service. The Contractor shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. S2000 et seq. and The Human Rights Act of the State of Illinois (775 ILCS 5/1 - 101).

C. The Contractor certifies that a written sexual harassment policy has been adapted and explains the rights and remedies for victims, in the manner and form required pursuant to Section 2-105 of the Illinois Human Rights Acts (775 ILCS 5/2 – 105).

COMPLIANCE WITH LAWS

A. Contractor shall comply with all applicable laws, regulations and rules promulgated by any federal, state, local, or other governmental authority or regulatory body pertaining to all aspects of the work contemplated to be performed (“Work”), now in effect, or which may become in effect during the performance of the Work. The scope of the laws, regulations, and rules referred to in this paragraph includes, but is in no way limited to, the Illinois Human Rights Act, Illinois Equal Pay Act of 2003, Occupational Safety & Health Act along with the standards and regulations promulgated pursuant thereto, all forms of traffic regulations, public utility, Interstate and Intrastate Commerce Commission regulations, Workers’ Compensation Laws, Prevailing Wage Laws, Smoke Free Illinois Act; USA Security Act, federal Social Security Act (and any of its titles), and any other law, rule or regulation of the Illinois Department of Labor, Department of Transportation, Illinois Environmental Protection Act, Illinois Department of Human Rights, Human Rights Commission, EEOC, Metropolitan Water Reclamation District of Greater Chicago and the Village of Lemont. Contractor shall read and comply with all applicable Occupational Safety and Health Act (OSHA) standards. Contractor shall comply with the provisions of the Illinois Public Works Employment Discrimination Act and the Illinois Human Rights Act/Equal Opportunity Clause which, pursuant to Illinois law, are deemed to be part of this the IMTT Culvert Improvement Agreement. The relevant provisions will be fully incorporated into the IMTT Culvert Improvement Agreement by reference and set forth in full.

B. ILLINOIS FREEDOM OF INFORMATION ACT. Contractor agrees to furnish all documentation related to this Agreement and any documentation related to the Village required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) (“FOIA”) request within five (5) days after Village issues notice of such request to Contractor. Contractor agrees to defend, indemnify and hold harmless the Village, and agrees to pay all reasonable costs connected therewith (including, but not limited to reasonable attorney’s and witness fees, filing fees and any other expenses) for the Village to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from Contractor’s, actual or alleged violation of the FOIA or Contractor’s failure to furnish all documentation related to a request within five (5) days after Village issues notice of a request.

Furthermore, should Contractor request that Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Contractor agrees to pay all costs connected therewith (such as reasonable attorneys’ and witness fees, filing fees and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. Contractor agrees to defend, indemnify and hold harmless the Village, and agrees to pay all costs connected therewith (such

as reasonable attorneys' and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by Contractor's request to utilize a lawful exemption to the Village.

PRICING

Attachment Two contains prices for which Contractor will perform certain services pursuant to this IMTT Culvert Improvement Agreement. By executing this IMTT Culvert Improvement Agreement, Contractor acknowledges that all prices contained in Attachment Two are accurate.

MISCELLANEOUS TERMS

A. Assignment.

Contractor shall not assign this IMTT Culvert Improvement Agreement or any portion thereof.

B. Governing Law.

For any legal action between the Parties concerning the interpretation, construction and enforcement of this Agreement, or subject matter thereof, venue shall be in Cook County, Illinois and the laws of the State of Illinois shall govern the cause of action. In any action involving the interpretation or construction of the terms herein, this IMTT Culvert Improvement Agreement shall not be construed in favor of, or against, either Party.

C. Captions.

The captions set forth herein are inserted solely for ease and convenience of reference and are not intended to provide a basis for the construction or interpretation of this IMTT Culvert Improvement Agreement.

D. Entire Agreement.

The IMTT Culvert Improvement Agreement contain all negotiations, agreements, covenants and understandings between the Parties and supersede any such prior written or oral agreement. The IMTT Culvert Improvement Agreement may not be modified or amended unless such modification or amendment is evidenced in writing, signed by both Parties and dated on the same date as, or later date than, the date of this IMTT Culvert Improvement Agreement.

E. Waiver.

The failure of either Party to enforce any term, condition, or covenant (herein referred to as "provision") of the IMTT Culvert Improvement Agreement shall not be deemed a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with such provision and every other provision of this IMTT Culvert Improvement Agreement. No provision of this IMTT Culvert Improvement Agreement shall be deemed to have been waived by either Party unless such waiver is in writing by said Party.

F. Third Party Beneficiaries.

Nothing contained in this IMTT Culvert Improvement Agreement shall be construed to create enforceable rights in favor of any third party not a party hereto, or a contractual relationship with, or a cause of action in favor of, any third party against either the Village or Contractor.

F. Survival.

The aforesaid covenants, agreements, representations and warranties shall survive the expiration or termination of the IMTT Culvert Improvement Agreement.

G. Effective Date.

The Effective Date of this IMTT Culvert Improvement Agreement shall be that date stated on the signature page of this contract.

ACKNOWLEDGMENT AND SIGNATURE:

BY SIGNING THIS DOCUMENT, NORVILLA, LLC AFFIRMS THAT IT:

- 1. has carefully examined the IMTT Culvert Improvement Agreement referred to or mentioned herein, and, has considered and evaluated the factors which may affect cost, progress, performance and completion of this IMTT Culvert Improvement Agreement or any aspect of the means, methods, techniques, sequences and procedures to be employed thereto;
- 2. is familiar with the federal, state and local laws, standards and regulations that may affect cost, progress, performance and completion of the IMTT Culvert Improvement Agreement; and
- 3. is aware of the general nature of the services to be performed for the Village and is guaranteeing that it can provide those services as detailed in the IMTT Culvert Improvement Agreement.

Signed and sworn this ___ day of _____, 2014, by a duly authorized agent of:

Norvilla, LLC

By: _____
(Signature)

(Print Name)

(Title or Position)

Business address: _____

Business Phone #: _____

Cell Phone #: _____

E-Mail Address: _____

Subscribed and sworn to before me
this ___ day of _____, 2016

Notary Public

IN WITNESS WHEREOF, the Village of Lemont, Illinois by Brian K. Reaves, Mayor, and the CONTRACTOR have hereunto set their hands **this _____ day of _____, 2016.**

THE VILLAGE OF LEMONT, ILLINOIS

Accepted this _____ day of _____, 2016

Brian K. Reaves, Mayor

Attest: _____
Charlene Smollen, Village Clerk

END OF DOCUMENT

Attachment One

Proposal / Contract Cover

PROPOSAL SUBMITTED BY		
Contractor's Name		
Street	P.O. Box	
Village	State	Zip Code

STATE OF ILLINOIS
COUNTY OF Cook
Village of Lemont
(Name of Village, Village, Town or Road District)

- ESTIMATE OF COST
- SPECIFICATIONS
- PLANS
- MATERIAL PROPOSAL
- DELIVER AND INSTALL PROPOSAL
- CONTRACT PROPOSAL
- CONTRACT
- CONTRACT BOND

FOR THE IMPROVEMENT OF

STREET NAME OR ROUTE NO. IMTT (Powel Duffryn) Culvert Improvements

SECTION NO. ---

TYPES OF FUNDS Local

(NOT AN IDOT PROJECT)

County Cook
Local Public Agency Village of Lemont
Section Number ---
Route IMTT Culvert Improvements

1. THIS AGREEMENT, made and concluded the _____ day of _____, _____
Month and Year
between the _____ Village of _____
Lemont
acting by and through its _____ Mayor and Board of Trustees _____ known as the party of the first part, and
_____ Norvilla, LLC _____ his/their executors, administrators, successors or assigns,
known as the party of the second part.

2. Witnesseth: That for and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring to these presents, the party of the second part agrees with said party of the first part at his/their own proper cost and expense to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of the Engineer under it.

3. And it is also understood and agreed that the LPA Formal Contract Proposal, Special Provisions, Affidavit of Illinois Business Office, Apprenticeship or Training Program Certification, and Contract Bond hereto attached, and the Plans for _____ IMTT (Powell Duffryn) Culvert Improvements _____, in _____ Village of Lemont _____, are essential documents of this contract and are a part hereof.

4. IN WITNESS WHEREOF, The said parties have executed these presents on the date above mentioned.

Attest: _____ Clerk By _____
_____ Party of the First Part
(Seal) _____
(If a Corporation)

Corporate Name _____
By _____
_____ President _____ Party of the Second Part
(If a Co-Partnership)

Attest: _____
_____ Secretary

_____ Partners doing Business under the firm name of _____
_____ Party of the Second Part
(If an individual)
_____ Party of the Second Part

Contract Bond

Route IMTT Culvert Improvements
County Cook
Local Agency Village of Lemont
Section ---

We , _____

a/an) Individual Co-partnership Corporation organized under the laws of the State of _____ ,

as PRINCIPAL, and _____

_____ as SURETY,

are held and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of

_____ Dollars (_____), lawful money of the United States, well and truly to be paid unto said LA, for the payment of which we bind ourselves, our heirs, executors, administrators, successors, jointly to pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said Principal has entered into a written contract with the LA acting through its awarding authority for the construction of work on the above section, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any person, firm, company or corporation to whom any money may be due from the Principal, subcontractor or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the LA and its awarding authority harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions and requirements of said contract, then this obligation to be void; otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this _____ day of _____ A.D. 2016

PRINCIPAL

(Company Name)

(Company Name)

By: _____
(Signature & Title)

By: _____
(Signature & Title)

Attest: _____
(Signature & Title)

Attest: _____
(Signature & Title)

(If PRINCIPAL is a joint venture of two or more contractors, the company names and authorized signature of each contractor must be affixed.)

STATE OF ILLINOIS,
COUNTY OF _____

I, _____, a Notary Public in and for said county, do hereby certify that

(Insert names of individuals signing on behalf or PRINCIPAL)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____ A.D. 2016

My commission expires _____

Notary Public (SEAL)

SURETY

(Name of Surety)

By: _____
(Signature of Attorney-in-Fact)

STATE OF ILLINOIS. (SEAL)
COUNTY OF _____

I, _____, a Notary Public in and for said county, do hereby certify that

(Insert names of individuals signing on behalf or SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____ A.D. 2016

My commission expires _____

Notary Public (SEAL)

Approved this _____ day of _____, A.D. 2016

Attest:

Clerk

Village of Lemont
(Awarding Authority)

(Chairman/Mayor/President)

VILLAGE OF LEMONT

CONTRACT DOCUMENTS FOR IMTT (POWELL DUFFRYN) CULVERT IMPROVEMENTS

Bid Opening Date:.....August 11,2016
Bid Opening Time:.....3:00 PM
Bid Opening Location: Village Hall
Bid Opening Room Number: Board Room
Bid Deposit: 5% of the Amount of Bid
Performance Bond: 100% of the Amount of Bid

Obtain Bid Package from :

Christopher B. Burke Engineering, LTD.
9575 W. Higgins Road, Suite 600
Rosemont, IL 60018 (847-823-0500)

Obtain information from and submit bids to:

George Schafer
Village Administrator
Village of Lemont
418 Main Street
Lemont, Illinois 60439

Note: This cover sheet is an integral part of the contract documents and is, as are all of the following documents, part of any contract executed between the Village of Lemont and any successful BIDDER. Do not detach any portion of this document. Invalidation could result.

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General Provisions.....	15
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Soils Report.....	31
MWRD Contract Exhibits.....	40

RETURN WITH BID

PROPOSAL

County Cook

Local Public Agency Lemont

Section Number N/A

Route N/A

1. Proposal of Norvilla, LLC
2701 S. 13th Avenue Broadview, Illinois 60155-4715
for the improvement of the above section by the construction of triple box precast concrete box culvert
including removal of existing pipe culverts, site grading, dewatering and placement of rip

a total distance of 100.00 feet, of which a distance of _____ feet, (_____ miles) are to be improved.

- 2. The plans for the proposed work are those prepared by Christopher B. Burke Engineering, LTD. and approved by the Department of Transportation on _____
- 3. The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.
- 4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.
- 5. The undersigned agrees to complete the work within 45 working days or by _____ unless additional time is granted in accordance with the specifications.
- 6. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds will be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to:

Village of Lemont Treasurer of _____

The amount of the check is 5% (_____).

- 7. In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must be equal to the sum of the proposal guaranties, which would be required for each individual proposal. If the proposal guaranty check is placed in another proposal, it will be found in the proposal for: Section Number N/A.
- 8. The successful bidder at the time of execution of the contract will not be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond or check shall be forfeited to the Awarding Authority.
- 9. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
- 10. A bid will be declared unacceptable if neither a unit price nor a total price is shown.
- 11. The undersigned submits herewith the schedule of prices on BLR 12200a covering the work to be performed under this contract.
- 12. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12200a, the work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Schedule for Multiple Bids below.

Village of Lemont
IMTT Culvert Improvements

VILLAGE OF LEMONT IMTT (POWELL DUFFRYN) CULVERT IMPROVEMENTS
(SCHEDULE OF PRICES)

I/We hereby agree to furnish to the VILLAGE all necessary materials, equipment, labor, etc. to complete the IMTT (Powell Duffryn) Culvert Improvements in accordance with provisions, instructions, and specifications of the VILLAGE for the prices as follows:

ITEM NO.	ITEMS	UNIT	QUANTITY	UNIT PRICE	TOTAL
20200100	EARTH EXCAVATION	CY	1,120	\$28.00	\$31,360.00
20200200	CHANNEL EXCAVATION	CY	250	\$55.00	\$13,750.00
20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CY	100	\$37.00	\$3,700.00
20800150	TRENCH BACKFILL	CY	30	\$140.00	\$4,200.00
20900110	POROUS GRANULAR BACKFILL	CY	220	\$52.00	\$11,440.00
21101615	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	180	\$10.50	\$1,890.00
25000300	SEEDING CLASS 3	ACRE	0.19	\$6,300.00	\$1,197.00
25100630	EROSION CONTROL BLANKET	SY	930	\$1.60	\$1,488.00
28000400	PERIMETER EROSION BARRIER	FOOT	400	\$3.70	\$1,480.00
28100109	STONE RIPRAP, CLASS A5	SY	306	\$40.00	\$12,240.00
28200200	FILTER FABRIC	SQ YD	306	\$9.00	\$2,754.00
40200900	AGGREGATE SURFACE COURSE, TYPE B	CU YD	50	\$75.00	\$3,750.00
50105220	PIPE CULVERT REMOVAL	FOOT	190	\$36.00	\$6,840.00
50300225	CONCRETE STRUCTURES	CY	84.8	\$687.00	\$58,257.60
50800105	REINFORCEMENT BARS	POUND	12,500	\$2.95	\$36,875.00
54001001	BOX CULVERT END SECTIONS, CULVERT NO. 1	EACH	3	\$9,989.00	\$29,967.00
54011006	PRECAST CONCRETE BOX CULVERTS 10' X 6'	FOOT	128	\$989.00	\$124,614.00
67100100	MOBILIZATION	L SUM	1	\$34,466.28	\$34,466.28
*X0426200	DEWATERING	L SUM	1	\$10,100.00	\$10,000.00
*Z0013798	CONSTRUCTION LAYOUT	L SUM	1	\$4,520.00	\$4,520.00
	TOTAL BID PROPOSAL IN FIGURES				\$394,888.88

*See Special Provision

BIDDERS PROPOSAL FOR MAKING ENTIRE IMPROVEMENT
\$ Three Hundred Ninety Four Thousand Eight Hundred Eighty Eight Dollars and Eighty Eight Cents
(WORDS)

RETURN WITH BID

CONTRACTOR CERTIFICATIONS

County Cook
Local Public Agency Lemont
Section Number NA
Route NA

The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder.

1. **Debt Delinquency.** The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.
2. **Bid-Rigging or Bid Rotating.** The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

A violation of Section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

3. **Bribery.** The bidder or contractor or subcontractor, respectively, certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.
4. **Interim Suspension or Suspension.** The bidder or contractor or subcontractor, respectively, certifies that it is not currently under a suspension as defined in Subpart 1 of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative Code. Furthermore, if suspended prior to completion of this work, the contract or contracts executed for the completion of this work may be cancelled.



**Illinois Department
of Transportation**

Bureau of Construction
2300 South Dirksen Parkway/Room 322
Springfield, Illinois 62764

Affidavit of Availability
For the Letting of 8/11/2016
(Letting date)

Instructions: Complete this form by either typing or using black ink.
"Authorization to Bid" will not be issued unless both sides of this form are
completed in detail. Use additional forms as needed to list all work.

Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show **NONE**.

	1	2	3	4	Awards Pending	
Contract Number	28603	32130	462-520			
Contract With	ROSSI CONTR	ROSSI CONTR	VILLAGE OF CAROL STREAM			
Estimated Completion Date	8/31/16	8/31/2016	8/31/2016			
Total Contract Price	4,155,075.00	629,500.00	130,997.00			Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor			130,997.00			130,997.00
Uncompleted Dollar Value if Firm is the Subcontractor	22,000.00	136,325.00				158,325.00
Total Value of All Work						289,322.00

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show **NONE**.

						Accumulated Totals
Earthwork						0.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix						0.00
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces						0.00
Highway,R.R. and Waterway Structures						0.00
Drainage	22,000.00		130,997.00			152,997.00
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction		136,325.00				136,325.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling						0.00
Demolition						0.00
Pavement Markings (Paint)						0.00
Other Construction (List)						0.00
						0.00
						0.00
Totals	22,000.00	136,325.00	130,997.00	0.00	0.00	289,322.00

Disclosure of this information is **REQUIRED** to accomplish the statutory purpose as outlined in the "Illinois Procurement Code". Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

Part III. Work Subcontracted to Others

For each contract described in Part I, list all the work you have subcontracted to others.

	1	2	3	4	Awards Pending
Subcontractor	CTI TRUCKIN	NONE	NONE		
Type of Work	TRUCKING				
Subcontract Price	135,660.00				
Amount Uncompleted	0.00				
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
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Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	0.00		0.00	0.00	0.00

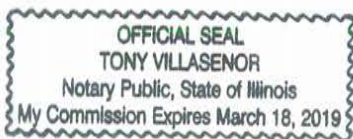
I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates
 Subscribed and sworn to before me

this 11th day of August, 2016.



 Notary Public

My commission expires: 3/18/2019

(Notary Seal)



Type or Print Name Lydia Villasenor-Galvani President
 Officer or Director Title

Signed 

Company Norvilla, LLC

Address 2701 South 13th Avenue

Broadview, IL 60155

PERFORMANCE REFERENCE FORM

Each BIDDER shall supply three (3) names, addresses, telephone numbers and names of persons to contact as performance references.

Company Name: Rossi Contractors
Address: 201 W. Lake Street
City & State: Northlake, IL 60164
Telephone Number....: 773.287.7545
Person To Contact....: Ronald Rossi
Title/Position: Vice President

Company Name.....: Illinois Department of Transportation
Address: 201 W. Center Court
City & State: Schaumburg, IL 60196
Telephone Number....: 847.845.9646
Person To Contact....: Barry Woods
Title/Position.....: Resident Engineer

Company Name: Illinois Department of Transportation
Address: 201 W. Center Court
City & State: Schaumburg, IL 60196
Telephone Number....: 847.846.5865
Person To Contact....: Kurt Kaldenberger
Title/Position.....: Senior Construction Inspector/Resident Technician

RETURN WITH BID

SIGNATURES

County Cook
Local Public Agency Lemont
Section Number NA
Route NA

(If an individual)

Signature of Bidder _____

Business Address _____

(If a partnership)

Firm Name Norvilla, LLC

"LLC"

Signed By 
Lydia Villasenor-Galvani/President

Business Address 2701 S. 13th Avenue
Broadview, Illinois 60155-4715

Inset Names and Addressed of All Partners

 Lydia Villasenor-Galvani/President

2701 S. 13th Avenue Broadview, IL 60155-4715

 Bernardino Villasenor/Vice President

2701 S. 13th Avenue Broadview, IL 60155-4715

(If a corporation)

Corporate Name _____

Signed By _____
President

Business Address _____

Insert Names of Officers

President _____

Secretary _____

Treasurer _____

Attest: _____
Secretary



Apprenticeship or Training Program Certification

Return with Bid

Route	_____
County	COOK
Local Agency	LEMONT
Section	_____

All contractors are required to complete the following certification:

- For this contract proposal or for all groups in this deliver and install proposal.
- For the following deliver and install groups in this material proposal:

Illinois Department of Transportation policy, adopted in accordance with the provisions of the Illinois Highway Code, requires this contract to be awarded to the lowest responsive and responsible bidder. The award decision is subject to approval by the Department. In addition to all other responsibility factors, this contract or deliver and install proposal requires all bidders and all bidders' subcontractors to disclose participation in apprenticeship or training programs that are (1) approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training, and (2) applicable to the work of the above indicated proposals or groups. Therefore, all bidders are required to complete the following certification:

- I. Except as provided in paragraph IV below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.
- II. The undersigned bidder further certifies for work to be performed by subcontract that each of its subcontractors submitted for approval either (A) is, at the time of such bid, participating in an approved, applicable apprenticeship or training program; or (B) will, prior to commencement of performance of work pursuant to this contract, establish participation in an approved apprenticeship or training program applicable to the work of the subcontract.
- III. The undersigned bidder, by inclusion in the list in the space below, certifies the official name of each program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's employees. Types of work or craft that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category for which there is no applicable apprenticeship or training program available.

Laborers Local 76 Training and Apprentice Program

IV. Except for any work identified above, any bidder or subcontractor that shall perform all or part of the work of the contract or deliver and install proposal solely by individual owners, partners or members and not by employees to whom the payment of prevailing rates of wages would be required, check the following box, and identify the owner/operator workforce and positions of ownership.

The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision to be included in all approved subcontracts. The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. The Department at any time before or after award may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. In order to fulfill the participation requirement, it shall not be necessary that any applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this contract or deliver and install proposal.

Bidder: Norvilla, LLC

Address: 2701 S. 13th Ave Broadview, IL 60155

By: 
(Signature)

Title: President

RETURN WITH BID



Affidavit of Illinois Business Office

County COOK
Local Public Agency LEMONT
Section Number N/A
Route N/A

State of ILLINOIS)
) ss.
County of COOK)

I, Lydia Villasenor-Galvani of Broadview, Illinois,
(Name of Affiant) (City of Affiant) (State of Affiant)

being first duly sworn upon oath, states as follows:

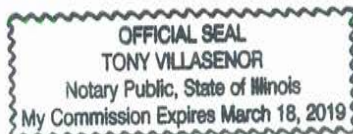
- 1. That I am the President of Norvilla, LLC bidder
2. That I have personal knowledge of the facts herein stated.
3. That, if selected under this proposal, Norvilla, LLC (bidder), will maintain a business office in the State of Illinois which will be located in Cook County, Illinois.
4. That this business office will serve as the primary place of employment for any persons employed in the construction contemplated by this proposal.
5. That this Affidavit is given as a requirement of state law as provided in Section 30-22(8) of the Illinois Procurement Code.

Lydia Villasenor-Galvani (Signature)
Lydia Villasenor-Galvani (Print Name of Affiant)

This instrument was acknowledged before me on 11th day of August, 2016.

(SEAL)

Tony Villasenor (Signature of Notary Public)
My commission expires March 18, 2019



Attachment Two