

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 **March 9, 2015 – 7:00 PM** **Village Hall – 418 Main Street**

AGENDA

- I. PLEDGE OF ALLEGIANCE**
- II. ROLL CALL**
- III. CONSENT AGENDA**
 - A. APPROVAL OF MINUTES**
 - 1. FEBRUARY 23, 2015 VILLAGE BOARD MEETING**
 - B. APPROVAL OF DISBURSEMENTS**
 - C. A RESOLUTION URGING THE GOVERNOR AND GENERAL ASSEMBLY TO PROTECT FULL FUNDING OF LOCAL GOVERNMENT DISTRIBUTIVE FUND REVENUES**
 - D. A RESOLUTION APPROVING A CONSULTING AGREEMENT WITH DACOTT ENERGY SERVICES, LTD.**
- IV. MAYOR'S REPORT**
 - A. PUBLIC HEARING – FY16 PROPOSED ANNUAL OPERATING BUDGET**
 - B. PROCLAMATION – KYRA UDZIELA - IHSA GIRLS' BOWLING STATE TITLE**
 - C. AUDIENCE PARTICIPATION**
- V. CLERK'S REPORT**
 - A. CORRESPONDENCE**
 - B. RESOLUTIONS**
 - 1. A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH HR GREEN, INC.
(AD/PW/P&ED)(REAVES/BLATZER/STAPLETON)(SCHAFFER/PUKULA/JONES)**

**2. A RESOLUTION OF THE VILLAGE OF LEMONT, COOK, DUPAGE & WILL COUNTY(IES), ILLINOIS, AUTHORIZING THE EXECUTION OF THE LOCAL AGENCY AGREEMENT FOR FEDERAL PARTICIPATION AND THE PHASE 1 ENGINEERING SERVICES AGREEMENT FOR THE CONSTRUCTION OF FOUR FOOT WIDE PAVED SHOULDERS AND AN ON-STREET BIKE LANE (IN THE CURBED ROADWAY SECTIONS) ON MCCARTHY ROAD, FROM ILLINOIS STREET TO WALKER ROAD (IDOT SECTION 14-00052-00-BT)
(ADMIN/PUBLIC WORKS)(REAVES/BLATZER)(SCHAFFER/PUKULA)**

- VI. VILLAGE ATTORNEY REPORT**
- VII. VILLAGE ADMINISTRATOR REPORT**
- VIII. BOARD REPORTS**
- IX. STAFF REPORTS**
- X. UNFINISHED BUSINESS**
- XI. NEW BUSINESS**
- XII. MOTION FOR EXECUTIVE SESSION**
- XIII. ACTION ON CLOSED SESSION ITEM(S)**
- XIV. MOTION TO ADJOURN**

Minutes
VILLAGE BOARD MEETING
Village Hall – 418 Main Street
February 23, 2015
7:00 p.m.

The regular meeting of the Lemont Village Board was held on Monday, February 23, 2015, at 7:00 p.m., with Mayor Brian Reaves presiding.

I. PLEDGE OF ALLEGIANCE

II. ROLL CALL

Roll call: Miklos, Stapleton, Virgilio, Blatzer, Chialdikas; present. Sniegowski absent.

III. CONSENT AGENDA

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

A. Approval of Minutes

1. February 9, 2015 Village Board Meeting Minutes
2. February 16, 2015 Committee of the Whole Meeting Minutes

B. Approval of Disbursements.

C. Resolution R-6-15 Approving the Minutes of Certain Closed Session Meetings.

D. Resolution R-7-15 Providing for the Destruction of Certain Verbatim Recordings of Closed Session Meetings

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

IV. MAYOR'S REPORT

A. Oath of Office for Officer Dan Dykshorn Promotion to Sergeant.

B. Mayor Reaves discussed the Governor Rauner's proposed budget cuts and how this would impact the Village of Lemont.

C. The State of the Village will be held on Wednesday, March 4, and citizens can register through the Chamber of Commerce.

D. The Mayor's Drive for Charity will be held on April 27. Registration forms are on the website.

E. The St. Patrick's Day Parade will be on Saturday, March 7.

F. The last day to register to vote in the April 7 Consolidated Election is March 10.

G. Audience Participation - None.

V. **CLERK’S REPORT**

A. **ORDINANCE(S)**

1. Ordinance O-5-15 Amending O-27-07 and Extending Special Use Approval for a Residential Planned Unit Development (Notting Hill Subdivision) Located at 15325 129th Street. Motion by Stapleton, seconded by Miklos, to adopt said Ordinance. Roll Call: Blatzer, Chialdikas, Miklos, Stapleton, Virgilio, Blatzer; 5 ayes. Motion passed. Sniegowski absent.

B. **RESOLUTION(S)**

1. Resolution R-8-15 Adopting Finance Policies and Procedures. Motion by Miklos, seconded by Virgilio, to adopt said resolution. Roll call: Blatzer, Chialdikas, Miklos, Stapleton, Virgilio, Blatzer; 5 ayes. Motion passed. Sniegowski absent.
2. Resolution R-9-15 Authorizing Adoption of a Labor Agreement Between Village of Lemont and Metropolitan Alliance of Police, Lemont Police Chapter #39. Motion by Stapleton, seconded by Miklos, to adopt said resolution. Roll call: Blatzer, Chialdikas, Miklos, Stapleton, Virgilio, Blatzer; 5 ayes. Motion passed. Sniegowski absent.
3. Resolution R-10-15 Authorizing Adoption of a Labor Agreement Between Village of Lemont and Metropolitan Alliance of Police, Lemont Police Chapter #33. Motion by Miklos, seconded by Blatzer, to adopt said resolution. Roll call: Blatzer, Chialdikas, Miklos, Stapleton, Virgilio, Blatzer; 5 ayes. Motion passed. Sniegowski absent.

VI. **VILLAGE ATTORNEY REPORT**

- A. Requested to move to Executive Session.

VII. **VILLAGE ADMINISTRATOR REPORT**

- A. Hearings for the budget will be held at the Village Hall on March 9 and 23.

VIII. **BOARD REPORTS**

IX. **STAFF REPORTS**

- A. Finance – Finance Director Chris Smith mentioned the Certificate of Achievement in Excellence in Financial Reporting budget award that the Village received and that it reflects the finance committee and staff for meeting the requirements.

X. **UNFINISHED BUSINESS**

XI. **NEW BUSINESS**

XII. **MOTION FOR EXECUTIVE SESSION**

Motion by Chialdikas, seconded by Blatzer, to move into Executive Session for the purpose of discussing Pending Litigation. Roll Call, Blatzer, Chialdikas, Miklos, Stapleton, Virgilio; 5 ayes. Motion Passed. Sniegowski 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 9:27 p.m. VV 5 ayes. Motion passed. Sniowski absent.

Payment Register

From Payment Date: 2/23/2015 - To Payment Date: 2/23/2015

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
FM-Clearing - Accounts Payable									
Check									
11644	02/23/2015	Open			Licensing Refund	WASHAGAN, KAREN & STEVEN	\$27.00		
	Licensee Type			Licensee Number	Transaction Date	Transaction Type			
	Vehicle				4992 02/23/2015	Refund			

Type Check Totals:
FM-Clearing - Accounts Payable Totals

1 Transactions \$27.00

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	1	\$27.00	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	1	\$27.00	\$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	\$27.00	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	1	\$27.00	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	1	\$27.00	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	1	\$27.00	\$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	\$27.00	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	1	\$27.00	\$0.00

Payment Register

From Payment Date: 2/24/2015 - To Payment Date: 3/9/2015

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
FM-Clearing - Accounts Payable									
Check									
11645	03/09/2015	Open			Accounts Payable	3SI Security Systems Inc	\$204.00		
	Invoice		Date	Description		Amount			
	0000380767		01/30/2015	tracking system		\$204.00			
11646	03/09/2015	Open			Accounts Payable	AT&T Illinois	\$753.26		
	Invoice		Date	Description		Amount			
	63024304480215		02/13/2015	630 243-0448 146 1 chestnut crossing l/s		\$82.46			
	63024304590215		02/13/2015	630 243-0459 681 3 oak tree l/s		\$90.36			
	63024312300215		02/13/2015	630 243-1230 805 2 eagle ridge l/s		\$86.24			
	63024314680215		02/13/2015	630 243-1468 926 9 parking garage		\$162.82			
	63024316090215		02/13/2015	630 243-1609 403 9 kohls-target l/s		\$66.68			
	63024317390215		02/13/2015	630 243-1739 155 8 well #6		\$163.05			
	63024373750215		02/13/2015	630 243-7375 749 4 art & culture commission		\$101.65			
11647	03/09/2015	Open			Accounts Payable	Avalon Petroleum Company	\$8,947.47		
	Invoice		Date	Description		Amount			
	559815		02/11/2015	1700 gals unl fuel		\$3,485.00			
	015661		02/17/2015	1026 gals unl fuel		\$2,519.86			
	559944		02/19/2015	1446 gals unl fuel		\$2,942.61			
11648	03/09/2015	Open			Accounts Payable	Avaya Financial Services	\$918.81		
	Invoice		Date	Description		Amount			
	26579783		03/02/2015	753-1285532-003 phone system lease		\$918.81			
11649	03/09/2015	Open			Accounts Payable	Azavar Audit Solutions	\$2,272.57		
	Invoice		Date	Description		Amount			
	10726		03/01/2015	Mar 2015 utility audit contingency pmt		\$2,272.57			
11650	03/09/2015	Open			Accounts Payable	Call One	\$1,710.17		
	Invoice		Date	Description		Amount			
	15-02-15		02/15/2015	1010-7801-0000 v.h., p.d., p.w. phones		\$1,710.17			
11651	03/09/2015	Open			Accounts Payable	Callahan Plumbing & Irrigation	\$1,975.00		
	Invoice		Date	Description		Amount			
	12725		02/17/2015	RPZ Safety Village		\$1,975.00			
11652	03/09/2015	Open			Accounts Payable	Carey C. Cosentino, PC	\$2,000.00		
	Invoice		Date	Description		Amount			
	15-03-01		03/01/2015	Feb 2015 legal		\$2,000.00			
11653	03/09/2015	Open			Accounts Payable	Chicago Parts Sound, LLC	\$439.25		
	Invoice		Date	Description		Amount			
	655452		02/23/2015	parts		\$94.20			
	656191		02/25/2015	parts		\$345.05			
11654	03/09/2015	Open			Accounts Payable	Comcast Cable	\$216.52		
	Invoice		Date	Description		Amount			
	15-02-8896		02/22/2015	8771 20 147 0138896 p.w. cable/internet		\$216.52			
11655	03/09/2015	Open			Accounts Payable	ComEd	\$7,094.80		
	Invoice		Date	Description		Amount			
	15-02-0229		02/17/2015	0171030229 - street lights - athen knoll		\$23.58			
	15-02-4007		02/16/2015	2834014007 - street lights - Lite Rte 25 1080 Norwalk Rd		\$2,405.45			

Payment Register

From Payment Date: 2/24/2015 - To Payment Date: 3/9/2015

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	15-02-2027		02/19/2015		6235062027 - street lights - rolling mdw dr		\$4,665.77		
11656	03/09/2015	Open			Accounts Payable	Compass Minerals America	\$2,278.15		
	Invoice		Date	Description		Amount			
	71306761		02/18/2015	salt		\$2,278.15			
11657	03/09/2015	Open			Accounts Payable	Decatur Electronics, Inc.	\$35.00		
	Invoice		Date	Description		Amount			
	IN00011705		02/10/2015	radar plug		\$35.00			
11658	03/09/2015	Open			Accounts Payable	Dustcatchers, Inc.	\$38.88		
	Invoice		Date	Description		Amount			
	95611		02/19/2015	2055 - v.h. carpet mat service		\$38.88			
11659	03/09/2015	Open			Accounts Payable	FedEx	\$34.22		
	Invoice		Date	Description		Amount			
	2-942-34851		02/18/2015	3612-5837-1 - shipping		\$34.22			
11660	03/09/2015	Open			Accounts Payable	Frank Novotny & Associates, Inc.	\$76.00		
	Invoice		Date	Description		Amount			
	14217-1		01/19/2015	561 Kromray		\$76.00			
11661	03/09/2015	Open			Accounts Payable	Fred Bluder & Son Tree Service	\$8,840.00		
	Invoice		Date	Description		Amount			
	15-02-25		02/25/2015	9/12/14-2/1/15 tree removal		\$8,840.00			
11662	03/09/2015	Open			Accounts Payable	Guaranteed Technical Services And Consulting, Inc.	\$1,315.00		
	Invoice		Date	Description		Amount			
	2012473		02/24/2015	I.T. Support		\$275.00			
	2012467		02/23/2015	I.T. Support		\$1,040.00			
11663	03/09/2015	Open			Accounts Payable	Halper, Peggy	\$273.00		
	Invoice		Date	Description		Amount			
	0064		02/24/2015	PZC meeting 2/18/15		\$273.00			
11664	03/09/2015	Open			Accounts Payable	Hoppy's Landscaping	\$24,250.00		
	Invoice		Date	Description		Amount			
	6643		02/25/2015	snow removal - 2/2/15, 2/3/15		\$24,250.00			
11665	03/09/2015	Open			Accounts Payable	ILMO Products Company	\$84.00		
	Invoice		Date	Description		Amount			
	00671282		02/10/2015	Gas-Breathe OP Machine		\$84.00			
11666	03/09/2015	Open			Accounts Payable	IRMA	\$14,471.23		
	Invoice		Date	Description		Amount			
	SALES0013940		01/31/2015	Jan 2015 deductible		\$8,868.13			
	SALES0013974		01/31/2015	Jan 2015 opt deductible		\$5,603.10			
11667	03/09/2015	Open			Accounts Payable	LEAF	\$954.49		
	Invoice		Date	Description		Amount			
	5541203		02/18/2015	copier lease		\$676.51			
	5541202		02/18/2015	copier lease		\$277.98			
11668	03/09/2015	Open			Accounts Payable	Lina Embroidery	\$39.00		
	Invoice		Date	Description		Amount			
	15-02-13		02/13/2015	uniforms - CSO RR		\$13.00			

Payment Register

From Payment Date: 2/24/2015 - To Payment Date: 3/9/2015

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	15-02-11		02/11/2015		uniforms - JL		\$26.00		
11669	03/09/2015	Open			Accounts Payable	M/I Homes of Chicago	\$1,000.00		
	Invoice		Date	Description		Amount			
	2014-00000054		03/03/2015	refund clean up deposit - 12648 Brighton Dr		\$1,000.00			
11670	03/09/2015	Open			Accounts Payable	Macke Water Systems, Inc.	\$160.09		
	Invoice		Date	Description		Amount			
	1001393		02/26/2015	146998 - coffee service supplies		\$160.09			
11671	03/09/2015	Open			Accounts Payable	Morris Engineering, Inc.	\$210.00		
	Invoice		Date	Description		Amount			
	15-04683		01/16/2015	CD SD Kettering		\$210.00			
11672	03/09/2015	Open			Accounts Payable	New World Systems Corporation	\$52,295.00		
	Invoice		Date	Description		Amount			
	040779		03/15/2015	annual maintenance support		\$52,295.00			
11673	03/09/2015	Open			Accounts Payable	NiCor Gas	\$221.55		
	Invoice		Date	Description		Amount			
	15/02-0043 0		02/12/2015	69-22-85-0043 0 ruffled fthrs l/s		\$80.24			
	15/02-8700 1		02/19/2015	93-56-54-8700 1 smith farms l/s		\$24.42			
	15/02-9378 5		02/17/2015	25-59-90-9378 5 well #6		\$93.08			
	15/02-9589 2		02/20/2015	37-62-87-9589 2 target-kohls l/s		\$23.81			
11674	03/09/2015	Open			Accounts Payable	OfficeMax Incorporated	\$359.36		
	Invoice		Date	Description		Amount			
	316687		02/18/2015	Supplies		\$55.12			
	430466		02/24/2015	office supplies		\$204.25			
	461702		02/26/2015	retd mdse		(\$204.25)			
	430981		02/24/2015	v.h. break room supplies		\$304.24			
11675	03/09/2015	Open			Accounts Payable	PDC Laboratories	\$255.00		
	Invoice		Date	Description		Amount			
	792703		02/15/2015	sample testing		\$255.00			
11676	03/09/2015	Open			Accounts Payable	Pitney Bowes	\$636.00		
	Invoice		Date	Description		Amount			
	4026308-FB15		02/13/2015	4026308 - quarterly postage meter rental		\$636.00			
11677	03/09/2015	Open			Accounts Payable	Purchase Power	\$2,020.99		
	Invoice		Date	Description		Amount			
	15-02-20		02/20/2015	postage meter refill		\$2,020.99			
11678	03/09/2015	Open			Accounts Payable	Quill Corporation	\$173.61		
	Invoice		Date	Description		Amount			
	1568976		02/17/2015	Supplies		\$58.63			
	1726063		02/25/2015	toner cartridge		\$114.98			
11679	03/09/2015	Open			Accounts Payable	Rag's Electric	\$1,390.94		
	Invoice		Date	Description		Amount			
	9918		02/16/2015	Light Repair		\$1,024.94			
	9935		02/16/2015	Light Parts		\$366.00			
11680	03/09/2015	Open			Accounts Payable	Rainbow Printing	\$37.95		
	Invoice		Date	Description		Amount			
	411007		02/25/2015	stationery 2nd sheets		\$37.95			

Payment Register

From Payment Date: 2/24/2015 - To Payment Date: 3/9/2015

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
11681	03/09/2015	Open			Accounts Payable	Ray O'Herron Co., Inc.	\$789.02		
	Invoice		Date	Description		Amount			
	1509118-IN		02/17/2015	Uniforms- Dykshorn		\$278.62			
	1509966-IN		02/20/2015	uniforms - JRT		\$55.99			
	1510596-CM		02/24/2015	retd mdse inv #1471020		(\$169.99)			
	1510597-IN		02/24/2015	uniforms - MRM		\$474.40			
	1508868-IN		02/16/2015	uniforms - RR		\$150.00			
11682	03/09/2015	Open			Accounts Payable	RCM Data Corporation	\$1,126.98		
	Invoice		Date	Description		Amount			
	IN52043		01/27/2015	11473 - Xerox contract no SC7404-02 - 12/20/14-12/19/15		\$879.00			
	IN52513		02/26/2015	toner cartridge		\$247.98			
11683	03/09/2015	Open			Accounts Payable	Rod Baker Ford	\$17.63		
	Invoice		Date	Description		Amount			
	133813		02/20/2015	Parts		\$17.63			
11684	03/09/2015	Open			Accounts Payable	Sam's Tech Supply Inc.	\$129.95		
	Invoice		Date	Description		Amount			
	153492		02/13/2015	Parts		\$129.95			
11685	03/09/2015	Open			Accounts Payable	ServiceMaster By Bouck	\$2,550.00		
	Invoice		Date	Description		Amount			
	5717926		03/01/2015	Mar 2015 office cleaning		\$2,550.00			
11686	03/09/2015	Open			Accounts Payable	Shaw Media	\$726.12		
	Invoice		Date	Description		Amount			
	011510074590		01/31/2015	legal ads - 2/18/15 PZC, 2/12/15 HPC		\$726.12			
11687	03/09/2015	Open			Accounts Payable	Southwest Central Dispatch	\$25,431.99		
	Invoice		Date	Description		Amount			
	15-02-20		02/20/2015	Mar 2015 assessment		\$25,431.99			
11688	03/09/2015	Open			Accounts Payable	Unique Plumbing Co., Inc.	\$846.68		
	Invoice		Date	Description		Amount			
	2015196		01/28/2015	Hot water tank village hall		\$846.68			
11689	03/09/2015	Open			Accounts Payable	Vision Service Plan	\$923.52		
	Invoice		Date	Description		Amount			
	15-02-17		02/17/2015	Mar 2015 vision insurance premiums		\$923.52			
11690	03/09/2015	Open			Accounts Payable	Warehouse Direct Workplace Solutions	\$355.00		
	Invoice		Date	Description		Amount			
	2604813-0		02/13/2015	Supplies		\$83.96			
	2604798-0		02/13/2015	Supplies		\$191.81			
	2609272-0		02/18/2015	supplies		\$45.29			
	2611288-0		02/19/2015	supplies		\$33.94			
11691	03/09/2015	Open			Accounts Payable	Wentworth Tire Service, Inc.	\$680.64		
	Invoice		Date	Description		Amount			
	439610		02/19/2015	Tires PD1103		\$680.64			
11692	03/09/2015	Open			Accounts Payable	Zee Medical Inc.	\$261.43		
	Invoice		Date	Description		Amount			
	0100228677		02/17/2015	Safety Supplies		\$261.43			

Payment Register

From Payment Date: 2/24/2015 - To Payment Date: 3/9/2015

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
11693	03/09/2015	Open			Accounts Payable	Boyer, James	\$31.73		
	Invoice		Date	Description		Amount			
	15-03-02		03/02/2015	reimbursement - Home Depot		\$31.73			
11694	03/09/2015	Open			Accounts Payable	On The Mark Construction, LLC	\$1,000.00		
	Invoice		Date	Description		Amount			
	2013-00010634		02/18/2015	refund clean-up deposit - 506 4th St		\$1,000.00			
11695	03/09/2015	Open			Accounts Payable	Window Works/Home Werks	\$1,000.00		
	Invoice		Date	Description		Amount			
	2014-00000941		03/03/2015	refund clean up deposit - 742 Houston St		\$1,000.00			

Type Check Totals:

EFT

122	03/06/2015	Open			Accounts Payable	Illinois Municipal Retirement Fund	\$37,526.91		
	Invoice		Date	Description		Amount			
	2015-00001204		03/06/2015	IMRF 1 - IMRF Tier 1*		\$37,526.91			

Type EFT Totals:

FM-Clearing - Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	51	\$173,852.00	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	51	\$173,852.00	\$0.00
EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	1	\$37,526.91	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	1	\$37,526.91	\$0.00
All	Status	Count	Transaction Amount	Reconciled Amount
	Open	52	\$211,378.91	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	52	\$211,378.91	\$0.00

FM-GMAT Grant - GMAT Grant

Check

2160	03/05/2015	Open			Accounts Payable	AT&T Illinois	\$364.53		
	Invoice		Date	Description		Amount			
	630Z9928210215		02/16/2015	GMAT		\$364.53			
2161	03/05/2015	Open			Accounts Payable	Battle/Greater Metropolitan Auto Theft	\$43.75		
	Invoice		Date	Description		Amount			
	15-02-25		02/25/2015	reimbursement - parking garage 2/25/15 meeting		\$38.00			
	15-02-20		02/20/2015	reimbursement - St Charles PO		\$5.75			
2162	03/05/2015	Open			Accounts Payable	Canon Financial Services, Inc.	\$61.05		
	Invoice		Date	Description		Amount			
	14616946		02/10/2015	L16081		\$61.05			

Payment Register

From Payment Date: 2/24/2015 - To Payment Date: 3/9/2015

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
2163	03/05/2015	Open			Accounts Payable	DuPage Airport	\$1,227.59		
	Invoice		Date	Description		Amount			
	RC0065023		03/01/2015	A-DAT01		\$1,227.59			
2164	03/05/2015	Open			Accounts Payable	Ice Mountain	\$60.89		
	Invoice		Date	Description		Amount			
	15B0119236503		02/12/2015	water delivery		\$60.89			
2165	03/05/2015	Open			Accounts Payable	Illinois Department of Central Management Services	\$279.12		
	Invoice		Date	Description		Amount			
	T1524721		02/17/2015	T8889174 Jan 2015 comm svcs		\$279.12			
2166	03/05/2015	Open			Accounts Payable	Jiffy Lube / Sound Billing	\$67.75		
	Invoice		Date	Description		Amount			
	88290		02/10/2015	07 caddy esc		\$40.48			
	88722		02/26/2015	08 Lexus RX350		\$27.27			
2167	03/05/2015	Open			Accounts Payable	Krages Tire Center	\$562.97		
	Invoice		Date	Description		Amount			
	235258		01/21/2015	GMAT		\$562.97			
2168	03/05/2015	Open			Accounts Payable	Merchants Automotive Group	\$1,582.00		
	Invoice		Date	Description		Amount			
	LW 0056043		01/31/2015	LS007801		\$1,582.00			
2169	03/05/2015	Open			Accounts Payable	Office Depot	\$21.54		
	Invoice		Date	Description		Amount			
	1756724490		02/05/2015	174992		\$21.54			
2170	03/05/2015	Open			Accounts Payable	Quill Corporation	\$442.76		
	Invoice		Date	Description		Amount			
	1607739		02/18/2015	C2135669		\$442.76			
2171	03/05/2015	Open			Accounts Payable	Village Auto Body and Towing, Inc.	\$342.12		
	Invoice		Date	Description		Amount			
	16979		02/18/2015	07 Chevy Sub		\$342.12			
2172	03/05/2015	Open			Accounts Payable	WEX Fleet Universal	\$1,318.88		
	Invoice		Date	Description		Amount			
	39798750		02/06/2015	0414-00-791644-8		\$1,318.88			
Type Check Totals:						13 Transactions	\$6,374.95		
EFT									
1	03/02/2015	Open			Accounts Payable	Pratt, Brittney, J	\$1,833.34		
	Invoice		Date	Description		Amount			
	15-03-02		02/27/2015	02/16/15-02/28/15		\$1,833.34			
Type EFT Totals:						1 Transactions	\$1,833.34		
FM-GMAT Grant - GMAT Grant Totals									

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	13	\$6,374.95	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	13	\$6,374.95	\$0.00

Payment Register

From Payment Date: 2/24/2015 - To Payment Date: 3/9/2015

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference																														
<table border="1"> <thead> <tr> <th>EFTs</th> <th>Status</th> <th>Count</th> <th>Transaction Amount</th> <th>Reconciled Amount</th> </tr> </thead> <tbody> <tr> <td></td> <td>Open</td> <td>1</td> <td>\$1,833.34</td> <td>\$0.00</td> </tr> <tr> <td></td> <td>Reconciled</td> <td>0</td> <td>\$0.00</td> <td>\$0.00</td> </tr> <tr> <td></td> <td>Voided</td> <td>0</td> <td>\$0.00</td> <td>\$0.00</td> </tr> <tr> <td></td> <td>Total</td> <td>1</td> <td>\$1,833.34</td> <td>\$0.00</td> </tr> </tbody> </table>										EFTs	Status	Count	Transaction Amount	Reconciled Amount		Open	1	\$1,833.34	\$0.00		Reconciled	0	\$0.00	\$0.00		Voided	0	\$0.00	\$0.00		Total	1	\$1,833.34	\$0.00					
EFTs	Status	Count	Transaction Amount	Reconciled Amount																																			
	Open	1	\$1,833.34	\$0.00																																			
	Reconciled	0	\$0.00	\$0.00																																			
	Voided	0	\$0.00	\$0.00																																			
	Total	1	\$1,833.34	\$0.00																																			
<table border="1"> <thead> <tr> <th>All</th> <th>Status</th> <th>Count</th> <th>Transaction Amount</th> <th>Reconciled Amount</th> </tr> </thead> <tbody> <tr> <td></td> <td>Open</td> <td>14</td> <td>\$8,208.29</td> <td>\$0.00</td> </tr> <tr> <td></td> <td>Reconciled</td> <td>0</td> <td>\$0.00</td> <td>\$0.00</td> </tr> <tr> <td></td> <td>Voided</td> <td>0</td> <td>\$0.00</td> <td>\$0.00</td> </tr> <tr> <td></td> <td>Stopped</td> <td>0</td> <td>\$0.00</td> <td>\$0.00</td> </tr> <tr> <td></td> <td>Total</td> <td>14</td> <td>\$8,208.29</td> <td>\$0.00</td> </tr> </tbody> </table>										All	Status	Count	Transaction Amount	Reconciled Amount		Open	14	\$8,208.29	\$0.00		Reconciled	0	\$0.00	\$0.00		Voided	0	\$0.00	\$0.00		Stopped	0	\$0.00	\$0.00		Total	14	\$8,208.29	\$0.00
All	Status	Count	Transaction Amount	Reconciled Amount																																			
	Open	14	\$8,208.29	\$0.00																																			
	Reconciled	0	\$0.00	\$0.00																																			
	Voided	0	\$0.00	\$0.00																																			
	Stopped	0	\$0.00	\$0.00																																			
	Total	14	\$8,208.29	\$0.00																																			
FM-GMAT Project - GMAT Project																																							
<u>Check</u>																																							
30041	03/05/2015	Open			Accounts Payable	Direct TV	\$122.99																																
	Invoice		Date	Description			Amount																																
	25153985264		02/15/2015	046094781			\$122.99																																
30042	03/05/2015	Open			Accounts Payable	Dish	\$65.00																																
	Invoice		Date	Description			Amount																																
	15-02-04		02/04/2015	8255 7070 8182 9751			\$65.00																																
30043	03/05/2015	Open			Accounts Payable	Hatcher, Bessie	\$375.00																																
	Invoice		Date	Description			Amount																																
	15-02-24		03/24/2015	Battle office cleaning			\$62.50																																

Payment Register

From Payment Date: 2/24/2015 - To Payment Date: 3/9/2015

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	15-03-31		03/31/2015	3/3, 3/10, 3/17, 3/24, 3/31	Battle office cleaning		\$312.50		

Type Check Totals:
FM-GMAT Project - GMAT Project Totals

3 Transactions

\$562.99

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	3	\$562.99	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	3	\$562.99	\$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	3	\$562.99	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	3	\$562.99	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	67	\$180,789.94	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	67	\$180,789.94	\$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	2	\$39,360.25	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	2	\$39,360.25	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	69	\$220,150.19	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	69	\$220,150.19	\$0.00

Village Board

Agenda Memorandum

To: Mayor & Village Board

From: George Schafer, Village Administrator

Subject: **A Resolution Urging the Governor and General Assembly to Protect Full Funding of Local Government Distributive Fund Revenues**

Date: March 3, 2015

BACKGROUND/HISTORY

The Executive Director of the Illinois Municipal League has asked for municipalities to submit approved resolutions in support of preserving the state income tax distribution. The OIML will submit the resolutions to the Governor and general assembly as additional action to convey our support for full funding of the Local Government Distributive fund revenue.

Any loss in the local government distributive fund will be detrimental to municipalities, in particular Lemont. The Village receives approximately \$1.6 million annually of this revenue for its general fund operations, of which the Governor has proposed to cut 50%.

RECOMENDATION

Staff recommends approval of resolution

ACTION REQUIRED

Motion to Approve Resolution

ATTACHMENTS

1. A Resolution Urging the Governor and General Assembly to Protect Full Funding of Local Government Distributive Fund Revenues

Resolution No. _____

A Resolution Urging the Governor and General Assembly to Protect Full Funding of Local Government Distributive Fund Revenues

WHEREAS, municipalities are front-line providers of government services to citizens and these services include police and fire protection, parks, infrastructure, water, sewer and utility services, and snow removal; and

WHEREAS, the State of Illinois has a long-standing tradition of collecting tax revenues on behalf of municipal governments and municipalities have relied on shared income tax revenue to provide services to taxpayers; and

WHEREAS, municipalities have fewer options to raise significant revenue and rely on the full amount of revenue that the State collects on their behalf in order to fund the essential quality-of-life services expected and relied upon by community residents; and

WHEREAS, the General Assembly increased the State income tax without providing any of the new revenues to municipalities and this loss of revenue has left the municipal share at levels collected during the Great Recession; and

WHEREAS, the Governor proposed a 50 percent reduction in the local share of the income tax during his FY2016 Budget Address, reducing local revenues by over \$600 million; and

WHEREAS, the loss of this state-shared income tax revenue would result in elimination of countless jobs, local tax increases, program and service cuts, and could increase debt burdens that would be felt by all citizens.

WHEREAS, the Village of Lemont would lose approximately \$792,000; and

NOW, THEREFORE, BE IT RESOLVED that the Village of Lemont urges the Governor and the General Assembly to protect full funding of the Local Government Distributive Fund and other

revenue sources that allow local governments to provide for the health, safety and general welfare of their residents.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL AND DUPAGE, ILLINOIS on this 9th day of March, 2015.

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

Village Board Agenda Memorandum

To: Mayor & Village Board

From: George Schafer, Village Administrator
Chris Smith, Finance Director

Subject: Consulting Electric Service Agreement with DaCott

Date: March 9, 2015

BACKGROUND/HISTORY

In 2012 the Village entered into contracts with Constellation New Energy and Homefield Energy for the purchase of Electric Power. The power is for the Water/Sewer department as well as the Parking Garage. The Constellation New Energy contract expired December 31, 2014, and the Homefield Energy contract expires May 2015. Staff recommends combining all 24 accounts into one contract.

DaCott is a consultant that would assist the Village with analytical analysis on the usage of the accounts as well as assist with the electric supply rate negotiations.

RECOMMENDATION

Adopt the attached Resolution Approving the Consulting Electric Service Agreement with DaCott Energy Services.

ATTACHMENTS (IF APPLICABLE)

- 1) Resolution
- 2) DaCott Energy Services Consulting Agreement

Resolution No. _____

A Resolution Approving a Consulting Agreement with DaCott Energy Services, Ltd.

WHEREAS, the President and Board of Trustees desire to enter into a Consulting Agreement with DaCott Energy Services, Ltd., substantially in the form attached hereto as Exhibit A;

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: The Village Administrator is authorized to execute the Consulting Agreement attached hereto as Exhibit A, 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.

SECTION THREE: 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 _____ day of _____, 2015.

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

Consulting Agreement with DaCott Energy Services, Ltd.



Consulting Agreement

WHEREAS, Village of Lemont “Client,” desires to enter into this Agreement (“Agreement”) with **DaCott Energy Services, Ltd (“DES”)**, in which Client agrees to make DES its exclusive representative to negotiate the purchases of energy for the benefit of Client;

NOW THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the parties agree as follows:

SECTION 1: TERM OF THE AGREEMENT and TERMINATION

The term of this Agreement shall commence upon the Effective Date, as defined in paragraph below, and continue until terminated by either party. Client may terminate this Agreement for any reason upon providing 30 days prior written notice. DES may terminate this Agreement for any reason upon providing 30 days prior written notice. Either Party may terminate this Agreement if the other Party is in material breach of this Agreement, provided that the non-breaching Party has notified the breaching party in writing of occurrence of such breach and the breaching Party fails to cure the breach within 30 days of notification by the non-breaching Party.

SECTION 2: SERVICES PROVIDED BY DES

Client and DES agree that DES will be acting as Client’s exclusive representative during the term of this Agreement and that DES will perform the following services for Client:

- Analyze energy usage patterns throughout various facilities, both historical and projected, to determine the most cost effective transactional structure to meet Client’s energy needs;
- Develop list of potential suppliers for Client’s energy needs and solicit bids for energy supply from the list of approved suppliers;
- Monitor the price of energy and supplier rates to optimize Client’s energy costs;
- Make recommendations to Client regarding transactional structure and timing of execution;
- Facilitate the negotiation of contracts between Client and supplier(s) including making recommendations related to contractual provisions;
- Provide market research to Client;
- Serve as Client’s representative with supplier(s);
- Collect and review Client’s monthly energy invoices to ensure that all contractual obligations are being met by supplier(s);
 - Provide summarized billing data to Client in a form that meets Client’s data requirements;
 - Act as an advocate on Client’s behalf to settle any disputed energy invoice issues;
- Other services as may be requested by Client and agreed to in writing by Client and DES.

SECTION 3: CONFIDENTIALITY

During the term of this Agreement and for a period of two (2) years after the termination of this Agreement, DES (it’s employees, subsidiaries, agents, or any other affiliates), shall retain in strictest confidence and secure all knowledge and information which they acquire or have acquired, with respect to any and all information related to Client that is deemed by Client to be confidential. Such knowledge and information shall not be directly or indirectly disclosed to any person (other than supplier that have a need to know in order to serve Client) without the prior written consent of Client or unless required by statute or by a court with valid jurisdiction by regulatory authority. DES shall notify Client as soon as practicable upon receipt from a third-party of a request or demand for the disclosure of any knowledge or information DEWS has obtained from Client pursuant to this Agreement.

SECTION 4: COMPENSATION

Client agrees that DES shall receive compensation for the services provided as defined on Attachment A of this Agreement and such compensation will be included within the cost of energy provided by supplier(s) to Client. DES agrees that Client shall have no obligation to make any direct payments to DES for the services provided and that DES's sole recourse, as relates to payments for services provided, shall be to supplier(s).

SECTION 5: INDEMNIFICATION

Each Party agrees to hold harmless, defend and indemnify the other Party from any and all losses, claims, demands, liability, costs, or expenses, including but not limited to, reasonable costs of litigation and attorney's fees, which arise out of any act or omission of the indemnifying Party in connection with or arising from the obligations contained in this Agreement.

SECTION 6: CLIENT'S PROPERTIES

This Agreement is limited to the properties owned or managed by the Client. Both parties agree Client can add or delete any property, if such property(s) has been sold, or if Client ceases to manage or own the property. Both parties agree that in the event of regulatory changes that impact the ability of Client to add additional properties to this Agreement, Client shall have the right, but not the obligation, to add such properties to this Agreement. Both Parties agree that any such deletion or addition will be subject to the terms of any valid agreement in place between Client and supplier(s).

SECTION 7: WARRANTY OF SERVICES

DES warrants that its services shall be performed in accordance with the standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in existence at the time of performance of the services. This warranty shall be in addition to other warranties expressed in this Agreement, or expressed or implied by law.

SECTION 8: INSURANCE

Contemporaneous with execution of this Agreement, DES shall provide the Client with certificates and policies of insurance, including, without limitation, comprehensive general liability, automobile liability, and professional liability, all with coverages and limits acceptable to the Village. For good cause shown, the Client may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as the Client may impose in the exercise of its sole discretion. Such insurance shall provide that no change, modification in, or cancellation of any insurance shall become effective until the expiration of 30 days after written notice shall have been given by the insurance company to the Client. DES shall, at all times during the term of this Agreement, maintain and keep in force, DES's expense, the insurance coverages.

SECTION 9: RELATIONSHIP OF THE PARTIES

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

SECTION 10: CONFLICT OF INTEREST

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

SECTION 11: NO COLLUSION

DES represents and certifies that (1) DES 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

DES 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 the Client prior to the execution of this Agreement; and (3) this Agreement is made by DES without collusion with any other person, firm, or corporation. If at any time it shall be found that DES has, in procuring this Agreement, colluded with any other person, firm, or corporation, then DES shall be liable to the Client for all loss or damage that the Client may suffer, and this Agreement shall, at the Client's option, be null and void.

SECTION 12: SEXUAL HARASSMENT POLICY

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

SECTION 13: NON-DISCRIMINATION

In all hiring or employment by DES 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. DES 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.

SECTION 14: FREEDOM OF INFORMATION ACT.

DES agrees to furnish all documentation related to this Agreement and any documentation related to the 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 DES. DES agrees to defend, indemnify and hold harmless the 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 the Client to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from DES's, actual violation of the FOIA or DES's failure to furnish all documentation related to a request within five (5) days after the Client issues notice of a request.

Furthermore, should DES request that the Client utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, DES 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. DES agrees to defend, indemnify and hold harmless the 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 DES's request to utilize a lawful exemption to the Client.

SECTION 15: LIABILITY OF LIMITATION

Unless a result of gross negligence or willful misconduct, the liability of either party to the other for any type of damages is limited to the amount of DES's total fees under this agreement.

SECTION 16: AMENDMENT

No amendment or modification to this Agreement shall be effective unless and until such amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed by both the Client and DES.

SECTION 17: ASSIGNMENT

This Agreement may not be assigned by the Client or by DES without the prior written consent of the other party.

SECTION 18: BINDING EFFECT

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

SECTION 19: NOTICE

All notice required or permitted to be given under this Agreement shall be in writing and shall be (i) personally delivered, or (ii) delivered by a reputable overnight courier, (iii) delivered by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, (iv) by telecopy. Telecopy notices shall be deemed valid only to the extent that they are actually received by the individual to whom addressed and followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three business days thereafter at the appropriate address set forth below.

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

Village of Lemont
Attn: Village Administrator
418 Main Street
Lemont, Illinois 60439

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

DaCott Energy Services, Ltd
Attn: Elia Streltsov, Vice President
3 Sugar Creek Center Blvd, Suite 440
Sugar Land, TX 77478

SECTION 20: NO THIRD PARTY BENEFICIARIES

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

SECTION 21: SEVERABILITY

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

SECTION 22: ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes any and all previous or contemporaneous oral or written agreements and negotiations between the Client and DES with respect to the Proposal and the Services.

SECTION 23: 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.

SECTION 24: EXHIBITS

Exhibit A is attached to, and by this reference, incorporated in and made a part of this Agreement. In the event of a conflict between an Exhibit and the text of this Agreement, the text of the Agreement shall control.

SECTION 25: RIGHTS CUMULATIVE

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

SECTION 26: EFFECTIVE DATE

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

SECTION 27: NO WAIVER OF TORT IMMUNITY.

CONFIDENTIAL

Nothing contained in this Agreement shall constitute a waiver by the 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.

SECTION 28: GOVERNING LAW AND JURISDICTION

The CLIENT and DES 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 the CLIENT and DES arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in the County of Cook, State of Illinois.

SECTION 29: COMPLIANCE WITH LAWS

DES 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 under this Agreement, now in effect, or which may become in effect during the performance of the Services. 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 (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 the Village of Lemont. __

SECTION 30: 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.

Village of Lemont

DaCott Energy Services, Ltd

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: Elia Streltsov
Title: Vice President
Date: _____

DES _____



LETTER OF REPRESENTATION

1. Term

Customer gives DaCott Energy Services, Ltd exclusive rights to collaborate with Retail Electric Providers (REP) on behalf of Customer. Exclusive right is defined for the purposes of this document, as the Customer will allow DaCott Energy Services, Ltd to coordinate electricity activities such as; collecting and evaluation existing contracts, soliciting quotes and contract negotiations to secure the highest quality electricity contract for Customer.

2. Independent Consultant

It is the express intention of the parties that DaCott Energy Services, Ltd is independent and not an employee, joint venture or partner of Customer. DaCott Energy Services, Ltd shall retain the right to perform services for others during the term of this Agreement.

3. Proprietary and Confidential Information

In the event either party discloses information to the other party that the disclosing party considers to be secret or proprietary and so notifies the receiving party, the receiving party agrees to hold such information in confidence and to treat it with at least the same degree of care and safeguards that the receiving party takes with its own confidential information. The confidentiality provisions hereof shall survive any termination of this Agreement for a period of two (2) years after such termination.

4. Governing Law/Venue

This Agreement will be governed by and construed in accordance with the laws of the State of Illinois in Cook County.

Village of Lemont

By: _____
Name: _____
Title: _____
Date: _____

DaCott Energy Services, Ltd

By: _____
Name: Elia Streltsov
Title: Vice President
Date: _____

Attachment A

Client agrees to the following fees for the DES services (to be included in energy costs from supplier):

\$0.00075 per kWh

Initialed and accepted by:

Client _____

CONFIDENTIAL

Village Board Agenda Memorandum

To: Mayor & Village Board

From: George Schafer, Village Administrator
Chris Smith, Finance Director

Subject: Public Hearing on the FY16 Proposed Annual Operating Budget

Date: March 9, 2015

BACKGROUND/HISTORY

Pursuant to State Statute (65 ILCS 5/8-2-9.9), a public hearing on the Village's FY16 Proposed Annual Operating Budget must be held, and notice given, prior to passage of the budget by the Village Board. Staff is recommending two public hearings, one on March 9, 2015 and another one on March 23, 2015, to give the public multiple opportunities to present oral and written comments regarding the budget. The attached public notice was published in the Lemont Suburban Life on March 6, 2015.

RECOMMENDATION

Hold the Public Hearing on March 9, 2015.

ATTACHMENTS

- 1) Public Notice

NOTICE OF PUBLIC HEARING

PUBLIC NOTICE is hereby given to all persons interested that the President and Board of Trustees of the Village of Lemont, Cook, DuPage and Will County will hold a public hearing on March 9, 2015 at 7:00 pm in the Village Board Room of the Lemont Village Hall, 418 Main Street, Lemont, IL. The hearing will be held to consider the proposed Village of Lemont Annual Budget for the 2015-2016 fiscal year which begins May 1, 2015. All interested citizens of the Village of Lemont are invited to attend. The following budget is proposed for fiscal year 2015-16:

Proposed Annual Budget for the 2015-16 Fiscal Year -\$26,500,000

The proposed budget may be examined at the Lemont Village Hall on weekdays during normal business hours of 8:30 am to 5:00 pm at the Finance Department and on the village's website www.lemont.il.us.

All interested citizens will have the opportunity to give written and oral comments.

By: Is/Charlene M. Smollen Title: Village Clerk

Village Board

Agenda Memorandum

To: Mayor & Village Board

From: George Schafer, Village Administrator
Ralph Pukula, Public Works Director
Charity Jones, Planning & Economic Development Director

Subject: **A Resolution Approving a Professional Services Agreement with HR Green, Inc.**

Date: March 5, 2015

BACKGROUND/HISTORY

Consistent with strategic initiatives in the Village's comprehensive and strategic plans, the Village Board budgeted funds in the FY 15 and projected FY 16 budget to conduct a water supply and demand analysis for the Village's water and sewer utility, specifically the projected growth areas near the eastern boundary of the Village.

While the main concern for the Village at this time is to ensure the Village has adequate pumping and storage facilities to meet the demands of the projected growth towards the eastern boundaries of the Village, it is also advantageous to examine the system as a whole in conjunction with this specific analysis. As such, the proposal presents a two phase approach to the analysis (Water Model and Water Needs Analysis), the phases are further described below. With the two phase approach and timing of the potential work, the total not to exceed cost of \$39,900 can be expensed out of the Water and Sewer Fund over the two fiscal years. The entire project is expected to span approximately 15 weeks.

Phase I (Water Model): Modeling of the entire system includes examining current pumping levels and testing areas for bottlenecks, inadequate water mains and other system deficiencies to help build the model. This phase will also examine the forecasted conditions of the Village's aquifers that the system utilizes. The model, when developed, can be utilized for future analysis beyond the scope of this proposal. Phase I has a not to exceed estimate of \$21,000, based on the amount of testing expected to create the model. During the analysis, the consultants will review existing reports to see if they can be utilized in lieu of this estimated sampling.

Phase II (Water Needs Analysis): The water needs analysis will include projected water demand for a 20 year period utilizing the model in conjunction with Village projections, via the Village's recently adopted comprehensive plan. While it will also build on the model for the entire system created in Phase I, the analysis will primarily focus on the eastern portion of Lemont and give recommendation

for specific for storage and potential wells in this area. Phase II has a not to exceed estimate of \$18,900.

The item was discussed at the February 16th Committee of the Whole Meeting, the Board directed staff to present the item to the Village Board for approval.

RECOMENDATION

Staff recommends the approval of the Professional Services Agreement for Water System Analysis with HR Green.

ACTION REQUIRED

Motion to Approve Resolution

ATTACHMENTS

1. A Resolution Approving a Professional Services Agreement with HR Green, Inc
2. Professional Services Agreement

Resolution No. _____

A Resolution Approving a Professional Services Agreement with HR Green, Inc.

WHEREAS, the President and Board of Trustees desire to enter into a Professional Services Agreement with HR Green, Inc., substantially in the form attached hereto as Exhibit A;

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: The Village Administrator is authorized to execute the Professional Services Agreement attached hereto as Exhibit A, 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.

SECTION THREE: 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 9th day of March, 2015.

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 HR Green, Inc.



PROFESSIONAL SERVICES AGREEMENT

For

WATER SYSTEM NEEDS ANALYSIS

Mr. George Schafer, Village Administrator
Village of Lemont
418 Main Street
Lemont, IL 60439
Phone: (630) 257-1550

Prepared by:
Mark Hardie, P.E. – Project Director

HR Green Job No.: 86150006

January 16, 2015
Revised: February 12, 2015

HRGreen.com

Phone 815.385.1778 Fax 815.385.1781 Toll Free 800.728.7805
420 North Front Street, Suite 100, McHenry, Illinois 60050

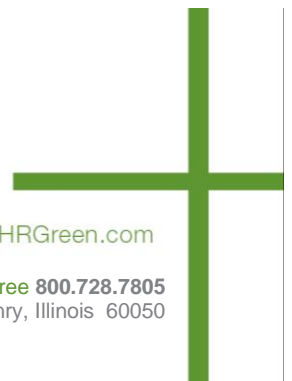


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- 8.0 TERMS AND CONDITIONS

THIS **AGREEMENT** is between Village of Lemont, Illinois (hereafter "CLIENT") and HR Green, Inc. (hereafter "COMPANY").

1.0 Project Understanding

1.1 General Understanding

The CLIENT desires to hire COMPANY to perform an analysis of their water distribution system to meet current system needs and system needs through a 20 year planning period to year 2035. The analysis is to be performed by collecting data pertaining to the Villages water supply and distribution system and performing analysis of the data using a WaterGEMS hydraulic model. The analysis will review and provide recommendations for potential water system expansion with special emphasis on the east portion of the Village's boundaries. At a minimum, these recommendations will include the following:

- Proposed water main to serve future expansion areas along the east edge of the Village. Emphasis will be to provide water main looping where feasible.
- Perform a literature review of existing hydrogeologic reports and provide viable locations for a new well. This work includes aquifer sustainability review and forecast.
- Review existing water supply capacity, compare to current and future demands, and provide recommendations for new well(s).
- Review existing system storage, compare to current and future demands, and provide recommendations and viable locations for new elevated storage facilities.

1.2 Design Criteria/Assumptions

Project involves an analysis of CLIENT's water supply and distribution system using CLIENT provided information and CLIENT obtained field information.

2.0 Scope of Services

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

Phase 1 – Data Collection and Hydraulic Model Development

2.1 Kickoff Meeting/Review Meeting No. 1 – Conduct a review meeting to present the preliminary model setup including the distribution system attributes. Discuss the need for a new well and new elevated water storage tank and potential sites. Discuss results of aquifer sustainability review and long term forecast. Discuss future system expansion/growth objectives. Collect information needed, including pumpage data and customer billing records, to develop the hydraulic model including water demands and hydrant flow test results.

2.1.1 Develop a calibrated water distribution system model using WaterGEMS from the AutoCAD water distribution system map previously provided by the Village.

- 2.1.1.1 The COMPANY will develop a WaterGEMS model using elevation data from existing GIS maps from Cook, Will, and DuPage Counties.
- 2.1.1.2 The CLIENT will provide the total system average and peak day demands and also a record of the top 10 highest demands, with respective flows during the peak day, as available. Using this information, COMPANY will input the highest users in the model at the point of use. The COMPANY will distribute the remaining system demands for residential and commercial customers evenly throughout the Village.
- 2.1.1.3 The COMPANY and the CLIENT will work together to identify locations for additional fire hydrant flow and pressure testing if needed. The CLIENT will gather additional hydrant flow and pressure test data at the sites identified. COMPANY will provide two field personnel (approximately 25 hours each) to assist in the hydrant flow tests.
- 2.1.1.4 Using the existing and any additional hydrant flow test data, the COMPANY will calibrate the water distribution system model. The COMPANY will input the hydrant flows and pressures and pumping flows and pressures into the computer model and adjust the model parameters so that the model is calibrated to match the measured conditions as closely as feasible.
- 2.1.1.5 Using the Village's available population projections and land use information, develop a population and corresponding water demand projection for the next 5 and 20 year planning periods (2016 and 2031). Include projected average day, peak day and peak hour demands.
- 2.1.1.6 Using the calibrated water distribution system model, land use, and projected water demands accounting for future projected expansion/growth objectives, develop a water distribution system model for 5 and 20 years in the future.
- 2.1.1.7 Analyze hydraulic requirements of the required main sizes feeding the proposed tower.
- 2.1.1.8 Identify the shortcomings in the existing water distribution system from the calibrated water distribution system model for each planning period and provide recommendations for improvements. Use the fire flow guidelines from the Insurance Services Office to determine system fire flow needs. Provide a database listing of the pipe segments with the following information during peak hour demands:
 - Pressure
 - Flow velocities
 - Headloss per 100 feet of pipe
 - Pressure drop relative to static system pressure
 - Fire flow

- 2.1.1.9 Identify the trigger points for new water distribution system improvements including piping, storage, and pumping.
- 2.1.1.10 Provide the locations, limits, sizes, and planning-level opinion of costs for recommended improvements.
- 2.1.2 Draft Report - Develop a brief summary report of the hydraulic model analysis. Also include pressure contour maps of the calibrated model, including the recommended improvements, during average day and peak hour conditions for the 5 and 20 year planning periods (total of 4 pressure contour maps). Submit up to 3 copies of the draft report to the CLIENT for review.

Phase 2 – Water System Needs Analysis

- 2.2 Review Meeting No. 2 – Conduct a review meeting to discuss the preliminary results of the hydraulic model analysis including recommended improvements.
 - 2.2.1 Incorporate CLIENT provided data regarding water main break history and valve replacement history. Show water main breaks by location and year on a map for each pipe segment.
 - 2.2.2 Fire hydrant coverage – Show hydrant radius spacing on a map to identify locations within the system that may not have local hydrant coverage.
 - 2.2.3 Line valve coverage – Show line valve radius spacing on a map to identify locations within the system that may need additional line valves to minimize areas/customers affected by water main shutdowns.
 - 2.2.4 Develop population and water demand projections for 20 year design period.
 - 2.2.5 Review existing Comprehensive Land Use Plan to identify areas of future growth.
 - 2.2.5.1 Review proposed improvements necessary to serve future expansion areas along the east edge of the Village.
 - 2.2.5.2 Review proposed improvements necessary to serve future expansion areas along the west edge of the Village.
 - 2.2.6 Perform a literature review of existing hydrogeologic studies to identify viable areas for current and future wells.
 - 2.2.7 Review the CLIENT's previous report regarding future recommended additional elevated water storage tank(s). Provide updated recommendations for size and location of proposed elevated storage tanks. Identify and provide a listing of the pros and cons of different sites for the new elevated water storage tank and make a recommendation for its future siting.

- 2.2.8 Review the CLIENT's previous report regarding future recommended additional water supply well(s). Review existing water supply capacity, compare to current and future demands, and provide recommendations for new well(s).
- 2.2.9 Draft Report – Develop a draft report of the Water System Needs Analysis and provide to CLIENT for review.
- 2.3 Report Workshop – Conduct a workshop to present, discuss, and obtain comments from the Village staff and council on the draft report. Comments will then be incorporated into the final report for submittal to the CLIENT.
- 2.4 Final Report – Incorporate CLIENT comments into a final brief summary report and submit up to 3 copies of the final report to the CLIENT.

3.0 Deliverables and Schedules Included in this Contract

Notice to Proceed (NTP).....	TBD by CLIENT
Kick-off/Review Meeting No. 1	1 weeks after Verbal approval
Field Hydrant Testing (weather dependent) ...	5 weeks after NTP (April earliest start)
Submit Draft Hydraulic Model Report.....	10 weeks after NTP
Review Meeting No. 2.....	11 weeks after NTP
Submit Draft Water Needs Analysis Report ...	12 weeks after NTP
Report Workshop.....	15 weeks after NTP
Submit Final Report	17 weeks after NTP

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

4.0 Items not included in Agreement/Supplemental Services

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

- 1. Preliminary design, final design, bidding, and construction phase engineering services.
- 2. Permit applications to federal, state, and local agencies.
- 3. Funding applications to federal, state, and local agencies.
- 4. Geotechnical borings, tests, studies, and reports.
- 5. Historical, archeological, cultural resources, wetlands, floodplains, or environmental investigations, assessments, tests, studies, and reports.
- 6. Surveying or construction staking services.
- 7. Maps, plats, deeds, and easement documents.
- 8. Legal services of any kind.
- 9. Meetings with federal, state, and local agencies.
- 10. Appearances at public meetings and public hearings beyond those delineated in scope of services.
- 11. Additional meetings with CLIENT beyond those delineated in scope of services.
- 12. Any other additional engineering services in connection with the project.

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

5.0 Services by Others

No services are anticipated by Others.

6.0 Client Responsibilities

1. Provide access to work sites for COMPANY to perform or furnish services.
2. Provide relevant materials such as maps, drawings, specifications, shop drawings, O&M manuals, financial data and reports, operating data and reports, maintenance data and reports, and water quality data and reports.
3. Provide personnel knowledgeable about operations and maintenance of facilities to be available for discussions and to answer questions.
4. Provide assistance in determining the locations of existing facilities and utilities.
5. Provide assistance with field hydrant flow testing as required.
6. Pay all permit fees and other required fees associated with the project.
7. Review all project deliverable documents submitted by COMPANY, and provide all comments back to COMPANY within one week or as soon thereafter as practicable or as otherwise required by the project scope of services and schedule.
8. Attend all meetings and hearings as required for the project.
9. Provide all legal services as required for the project.
10. Appoint a CLIENT'S REPRESENTATIVE with respect to the services to be performed under this agreement.
11. Collect field data as indicated in the scope of services.

7.0 Professional Services Fee

7.1 Fees

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

7.2 Invoices

Invoices for COMPANY's services shall be submitted, on a monthly basis. The Local Government Prompt Payment Act, 50 ILCS 505/1, shall apply to payment of all invoices.

7.3 Extra Work

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

7.4 Exclusion

This fee does not include attendance at any meetings or public hearings other than those specifically listed in the Scope of Services. These work items are considered extra and are billed separately on an hourly basis. The hourly rate for a Client Services Manager is \$191/hour, Project Manager is \$165/hour, and GIS Specialist is \$82/hour plus any reasonable, direct expenses (i.e. mileage, meals, etc.).

7.5 Payment

The CLIENT AGREES to pay COMPANY on the following basis:

Lump sum in the amount of \$39,900.00. Lump sum is separated as follows:

Phase 1 = \$21,000

Phase 2 = \$18,900

8.0 Terms and Conditions

The following Terms and Conditions are incorporated into this AGREEMENT and made a part of it.

8.1 Standard of Care

Services provided by COMPANY under this AGREEMENT will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality.

8.2 Entire Agreement

This Agreement, and its attachments, constitutes the entire understanding between CLIENT and COMPANY relating to professional engineering services. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein are of no effect. Subsequent modifications or amendments to this Agreement shall be in writing and signed by the parties to this Agreement.

8.3 Intentionally Omitted

8.4 Suspension of Services

If the Project or the COMPANY'S services are suspended by the CLIENT for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this Agreement, the COMPANY shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the CLIENT shall compensate the COMPANY for expenses incurred as a result of the suspension and resumption of its services, and the COMPANY'S schedule and fees for the remainder of the Project shall be equitably adjusted.

If the COMPANY'S services are suspended for more than ninety (90) days, consecutive or in the aggregate, the COMPANY may terminate this Agreement upon giving not less than five (5) calendar days' written notice to the CLIENT.

If the CLIENT is in breach of this Agreement, the COMPANY may suspend performance of services upon five (5) calendar days' notice to the CLIENT. The COMPANY shall have no liability to the CLIENT, and the CLIENT agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the CLIENT. Upon receipt of payment in full of all outstanding sums due from the CLIENT, or curing of such other breach which caused the COMPANY to suspend services, the COMPANY shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

8.5 Book of Account

COMPANY will maintain books and accounts of payroll costs, travel, subsistence, field, and incidental expenses for a period of five (5) years. Said books and accounts will be available at all reasonable times for examination by CLIENT at the corporate office of COMPANY during that time.

8.6 Insurance

Contemporaneous with execution of this Agreement, COMPANY shall provide CLIENT with certificates and policies of insurance, including, without limitation, comprehensive general liability, automobile liability, and professional liability, all with coverages and limits acceptable to CLIENT. For good cause shown, CLIENT may

extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as CLIENT may impose in the exercise of its sole discretion. COMPANY shall provide prompt written notice to CLIENT of any change, modification in, or cancellation of any insurance required by CLIENT pursuant to the terms of this Agreement. No material change in types or amounts of coverage, or cancellation of any insurance, required by CLIENT pursuant to the terms of this Agreement shall become effective until the expiration of 30 days after written notice shall have been given by COMPANY to CLIENT. COMPANY shall, at all times during the term of this Agreement, maintain and keep in force, at COMPANY's expense, the insurance coverages.

8.7 Termination or Abandonment

Either party has the option to terminate this Agreement upon thirty (30) days advance written notice to the other party. In the event of failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, then the obligation to provide further services under this Agreement may be terminated upon seven days written notice. In the event that this Agreement is so terminated, COMPANY shall be paid for Services rendered through the date of termination.

8.8 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.

8.9 Severability

If any provision of this Agreement is declared invalid, illegal, or incapable of being enforced by any Court of competent jurisdiction, all of the remaining provisions of this Agreement shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

8.10 Successors and Assigns

All of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this Agreement shall be made without written consent of the parties to this Agreement.

8.11 Third-Party Beneficiaries

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the COMPANY. The COMPANY's services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against the COMPANY because of this Agreement or the performance or nonperformance of services hereunder. The CLIENT and COMPANY agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this project to carry out the intent of this provision.

8.12 Governing Law and Jurisdiction

The CLIENT and the COMPANY 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 the CLIENT and the COMPANY arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in the County of Cook, State of Illinois.

8.13 Intentionally Omitted

8.14 Prevailing Party

The prevailing party in any suit or action to enforce the provisions of this Agreement shall be entitled to recover his or her costs in enforcing this Agreement, including reasonable attorneys' fees.

8.15 Ownership of Instruments of Service

Designs, drawings, plans, specifications, photos, reports, information, observations, calculations, notes, and any other documents, data, or information, in any form, prepared, collected, or received by COMPANY in

connection with any or all of the Services to be performed under this Agreement (the "Documents") shall be and remain the exclusive property of CLIENT. At CLIENT's request, or upon termination of this Agreement, the Documents shall be promptly delivered to CLIENT, including electronic and C.A.D versions of deliverables.

8.16 Reuse of Documents

All project documents including, but not limited to, plans and specifications furnished by COMPANY under this project are intended for use on this project only. Any reuse, without specific written verification or adoption by COMPANY, shall be at the CLIENT's sole risk.

In no event shall the COMPANY be liable for indirect or consequential damages as a result of the CLIENT's misuse or improper use of the electronic files.

8.17 Intentionally Omitted

8.18 Opinion of Probable Construction Cost

COMPANY shall submit to the CLIENT an opinion of probable cost required to construct work recommended, designed, or specified by COMPANY, if required by CLIENT. COMPANY is not a construction cost estimator or construction contractor, nor should COMPANY'S rendering an opinion of probable construction costs be considered equivalent to the nature and extent of service a construction cost estimator or construction contractor would provide. This requires COMPANY to make a number of assumptions as to actual conditions that will be encountered on site; the specific decisions of other design professionals engaged; the means and methods of construction the contractor will employ; the cost and extent of labor, equipment and materials the contractor will employ; contractor's techniques in determining prices and market conditions at the time, and other factors over which COMPANY has no control. Given the assumptions which must be made, COMPANY cannot guarantee the accuracy of his or her opinions of cost, and in recognition of that fact, the CLIENT waives any claim against COMPANY relative to the accuracy of COMPANY'S opinion of probable construction cost. Notwithstanding the foregoing, COMPANY will use its best efforts, consistent with the Standard of Care set forth in paragraph 8.1 above, to provide the most accurate opinion of probable cost possible given the information available to or otherwise known by COMPANY.

8.19 Intentionally Omitted

8.20 Information Provided by Others

The CLIENT shall furnish, at the CLIENT's expense, all information, requirements, reports, data, surveys and instructions required by this AGREEMENT. The COMPANY may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The COMPANY shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the CLIENT and/or the CLIENT's consultants and contractors.

COMPANY is not responsible for accuracy of any plans, surveys or information of any type including electronic media prepared by any other consultants, etc. provided to COMPANY for use in preparation of plans. COMPANY is not responsible for accuracy of topographic surveys provided by others. A field check of a topographic survey provided by others will not be done under this contract unless indicated in the Scope of Work.

8.21 Force Majeure

The CLIENT agrees that the COMPANY is not responsible for damages arising directly or indirectly from any delays for causes beyond the COMPANY's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in timely manner; failure of performance by the CLIENT; or discovery of any hazardous substances or differing site conditions. Severe weather disruptions include but are not limited to extensive rain, high winds, snow greater than two (2) inches and ice. In addition, if the delays resulting from any such causes increase the cost or time required by the COMPANY to perform its services in an orderly and efficient manner, the COMPANY shall be entitled to a reasonable adjustment in schedule and compensation.

8.22 Intentionally Omitted

8.23 Hazardous Materials

It is acknowledged by both parties that COMPANY'S scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event COMPANY or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of COMPANY'S services, COMPANY may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until the CLIENT retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrants that the job site is in full compliance with applicable laws and regulations.

Nothing contained within this Agreement shall be construed or interpreted as requiring COMPANY to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 et seq., as amended, or within any State statute governing the generation, treatment, storage, and disposal of waste.

8.24 Intentionally Omitted

8.25 Indemnification

COMPANY shall indemnify, defend, and hold harmless CLIENT from any and all Loss arising out of or resulting from the negligent acts or omissions of COMPANY and its employees and agents relating directly or indirectly to this Agreement or any of the activities conducted by or on behalf of COMPANY under this Agreement, but only to the extent caused in whole or in part by COMPANY or its employees and agents. Nothing in this section shall be deemed to impose liability on COMPANY to indemnify CLIENT when CLIENT's negligence or other actionable fault is the sole cause of the loss.

For purposes of the indemnification requirements in this paragraph 8.25, the following terms shall have the meanings set forth below:

"CLIENT" means and includes CLIENT, all of its employees, agents and assignees, and all of its affiliates and subsidiaries, its subcontractors and/or assignees and their respective servants, agents and employees; and

"Loss" means any and all loss, damage liability or expense of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including attorney's fees and the cost of defense).

8.26 Conflict of Interest

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

8.27 No Collusion

COMPANY represents and certifies that (1) COMPANY 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 COMPANY 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 COMPANY without collusion with any other person, firm, or corporation. If at any time it shall be found that COMPANY has, in procuring this Agreement, colluded with any other person, firm, or corporation, then COMPANY 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.

8.28 Sexual Harassment Policy

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

8.29 Non-Discrimination

In all hiring or employment by COMPANY 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. COMPANY 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.

8.30 Compliance with Laws

COMPANY 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 under this Agreement, now in effect, or which may become in effect during the performance of the Services. 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 (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 the Village of Lemont.

8.30 Freedom of Information Act.

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

Furthermore, should COMPANY request that CLIENT utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, COMPANY 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. COMPANY 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 COMPANY's request to CLIENT to utilize a lawful exemption.

8.31 Notice

All notice required or permitted to be given under this Agreement shall be in writing and shall be (i) personally delivered, or (ii) delivered by a reputable overnight courier, (iii) delivered by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, (iv) by telecopy. Telecopy notices shall be deemed valid only to the extent that they are actually received by the individual to whom addressed and followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three business days thereafter at the appropriate address set forth below.

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

Village of Lemont
Attn: Village Administrator
418 Main Street
Lemont, Illinois 60439

Notices and communications to COMPANY shall be addressed to, and delivered at, the address for COMPANY on the cover page of this Agreement.

8.32 Rights Cumulative

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

8.33 Effective Date

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

8.34 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.

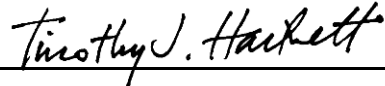
This AGREEMENT is approved and accepted by the CLIENT and COMPANY upon both parties signing and dating the AGREEMENT. Work cannot begin until COMPANY receives a signed agreement. The effective date of the AGREEMENT shall be the last date entered below.

Sincerely,

HR GREEN, INC.



Mark Hardie, P.E.

Approved by: 

Printed/Typed Name: Timothy J. Hartnett

Title: Vice President, Practice Leader –
Government Services Date: 2-12-15

VILLAGE OF LEMONT, ILLINOIS

Accepted by: _____

Printed/Typed Name: _____

Title: _____ Date: _____

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to: Mayor Brian K. Reaves
Village Board of Trustees

from: Ralph Pukula, Director of Public Works

subject: Local Agency Agreement
Engineering Services Agreement
McCarthy Road Bicycle Lanes
Illinois Street to Walker Road
Section No. 14-00052-00-BT

date: February 2, 2015

BACKGROUND

The Village of Lemont is desirous for the construction of 4-foot wide paved shoulders (each direction) and an on-street bicycle lane (in the curbed roadway sections) on McCarthy Road, from Illinois Street to Walker Road, for use by bicycles. To accomplish this goal, the Village has requested 80% Federal funding for this project from the Southwest Council of Mayors.

PROS/CONS/ALTERNATIVES

Approval of the Local Agency Agreement for Federal participation and the Phase I Engineering Services Agreement will allow the engineering project development report and environmental studies to be completed in a timely manner; with the construction work to commence sometime in late 2017 or 2018. The Village's maximum cost for the Engineering Services Agreement is \$29,000.00.

RECOMMENDATION

Approval of said Agreements.

ATTACHMENTS

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

VILLAGE BOARD ACTION REQUIRED

Approval of Resolution as noted.

RESOLUTION NO. _____

A RESOLUTION OF THE VILLAGE OF LEMONT, COOK, DuPAGE, & WILL COUNTY(IES), ILLINOIS, AUTHORIZING THE EXECUTION OF THE LOCAL AGENCY AGREEMENT FOR FEDERAL PARTICIPATION AND THE PHASE I ENGINEERING SERVICES AGREEMENT FOR THE CONSTRUCTION OF FOUR FOOT WIDE PAVED SHOULDERS AND AN ON-STREET BIKE LANE (IN THE CURBED ROADWAY SECTIONS) ON McCARTHY ROAD, FROM ILLINOIS STREET TO WALKER ROAD (IDOT SECTION 14-00052-00-BT)

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

SECTION 1

That the Local Agency Agreement for Federal participation with the State of Illinois Department of Transportation is hereby approved for the construction of four foot (4'0") wide paved bicycle lane shoulders and an on-street bike lane (in the curbed roadway sections) on McCarthy Road, from Illinois Street to Walker Road (Section 14-00052-00-BT), in the amount of \$149,993.00. The Village President is hereby authorized to execute the same for and on behalf of the Village.

SECTION 2

That the Phase I Engineering Services Agreement for Federal Participation with Frank Novotny & Associates, Inc. is hereby approved for the construction of four foot (4'0") wide paved bicycle lane shoulders and an on-street bike lane (in the curbed roadway sections) on McCarthy Road, from Illinois Street to Walker Road (Section 14-00052-00-BT), in the amount of \$149,993.00. The Village President is hereby authorized to execute the same for and on behalf of the Village.

SECTION 3

That the Village hereby appropriates, designates and sets aside the amount of \$149,993.00 for payment of Phase I Engineering, subject to reimbursement from the Illinois Department of Transportation, at a rate not to exceed 80% for the construction of four foot (4'0") wide paved bicycle lane shoulders and an on-street bike lane (in the curbed roadway sections) on McCarthy Road, from Illinois Street to Walker Road (Section 14-00052-00-BT).

SECTION 4

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

THIS RESOLUTION was adopted by the President and Board of Trustees of the Village of Lemont, and deposited in the office of the Village Clerk, this 9th day of **March, 2015**.

Charlene M. Smollen, Village Clerk

APPROVED by me this 9th day of **March, 2015**.

Brian K. Reaves, President



**Local Agency Agreement
for Federal Participation**

Local Agency Village of Lemont	State Contract	Day Labor	Local Contract X	RR Force Account
Section 14-00052-00-BT	Fund Type STU	ITEP and/or SRTS Number		

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
		P-91-185-15	M-4003(463)		

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

Location

Local Name McCarthy Road Route FAU 1587 Length 1.61 miles
 Termini Illinois Street to Walker Road

Current Jurisdiction STATE TIP Number 06-15-0005 Existing Structure No N/A

Project Description

Phase I Preliminary Engineering for the construction of paved shoulders to be used as one-directional bicycle lanes on each side of McCarthy Road.

Division of Cost

Type of Work	STU	%	%	LA	%	Total
Participating Construction	()	()	()	()	()	
Non-Participating Construction	()	()	()	()	()	
Preliminary Engineering	119,948	(*)	()	29,987	(BAL)	149,935
Construction Engineering	()	()	()	()	()	
Right of Way	()	()	()	()	()	
Railroads	()	()	()	()	()	
Utilities	()	()	()	()	()	
Materials	()	()	()	()	()	
TOTAL	\$ 119,948			\$ 29,987		\$ 149,935

*Maximum FHWA (STU) participation 80% not to exceed \$119,948.

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

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

Local Agency Appropriation

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

Method of Financing (State Contract Work)

METHOD A---Lump Sum (80% of LA Obligation) _____
 METHOD B--- _____ Monthly Payments of _____ due by the _____ of each successive month.
 METHOD C---LA's Share _____ divided by estimated total cost multiplied by actual progress payment.

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

Agreement Provisions

THE LA AGREES:

- (1) To acquire in its name, or in the name of the state if on the state highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established state policies and procedures. Prior to advertising for bids, the LA shall certify to the STATE that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the LA, and STATE and the FHWA, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the STATE and FHWA, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the LA agrees to cooperate fully with any audit conducted by the Auditor General and the department; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the FHWA.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
 - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the LA will pay to the STATE within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the LA's estimated obligation incurred under this Agreement. The LA will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) within thirty (30) calendar days of billing in a lump sum, upon completion of the project based upon final costs.
 - Method B - Monthly Payments. Upon award of the contract for this improvement, the LA will pay to the STATE, a specified amount each month for an estimated period of months, or until 80% of the LA's estimated obligation under the provisions of the Agreement has been paid, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the LA will pay to the STATE within thirty (30) calendar days of receipt, an amount equal to the LA's share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C, shall allow the STATE to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the STATE to LA on this or any other contract. The STATE, at its sole option, upon notice to the LA, may place the debt into the the Illinois Comptroller's Offset System (30 ILCS 105/10.05) or take such other and further action as may be required to recover the debt.
- (11) (Day Labor or Local Contracts) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the LA will repay the STATE any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which this Agreement is executed, the LA will repay the STATE any Federal Funds received under the terms of this Agreement.

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

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

THE STATE AGREES:

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

IT IS MUTUALLY AGREED:

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

ADDENDA

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

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

(Insert addendum numbers and titles as applicable)

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

APPROVED

Local Agency

Brian K. Reaves

Name of Official (Print or Type Name)

Village President

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

(Signature)

Date

APPROVED

State of Illinois
Department of Transportation

Randall S. Blankenhorn, Acting Secretary

Date

By:

Aaron A. Weatherholt, Deputy Director of Highways

Date

Omer Osman, Director of Highways/Chief Engineer

Date

William M. Barnes, Chief Counsel

Date

Director of Finance and Administration

Date

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

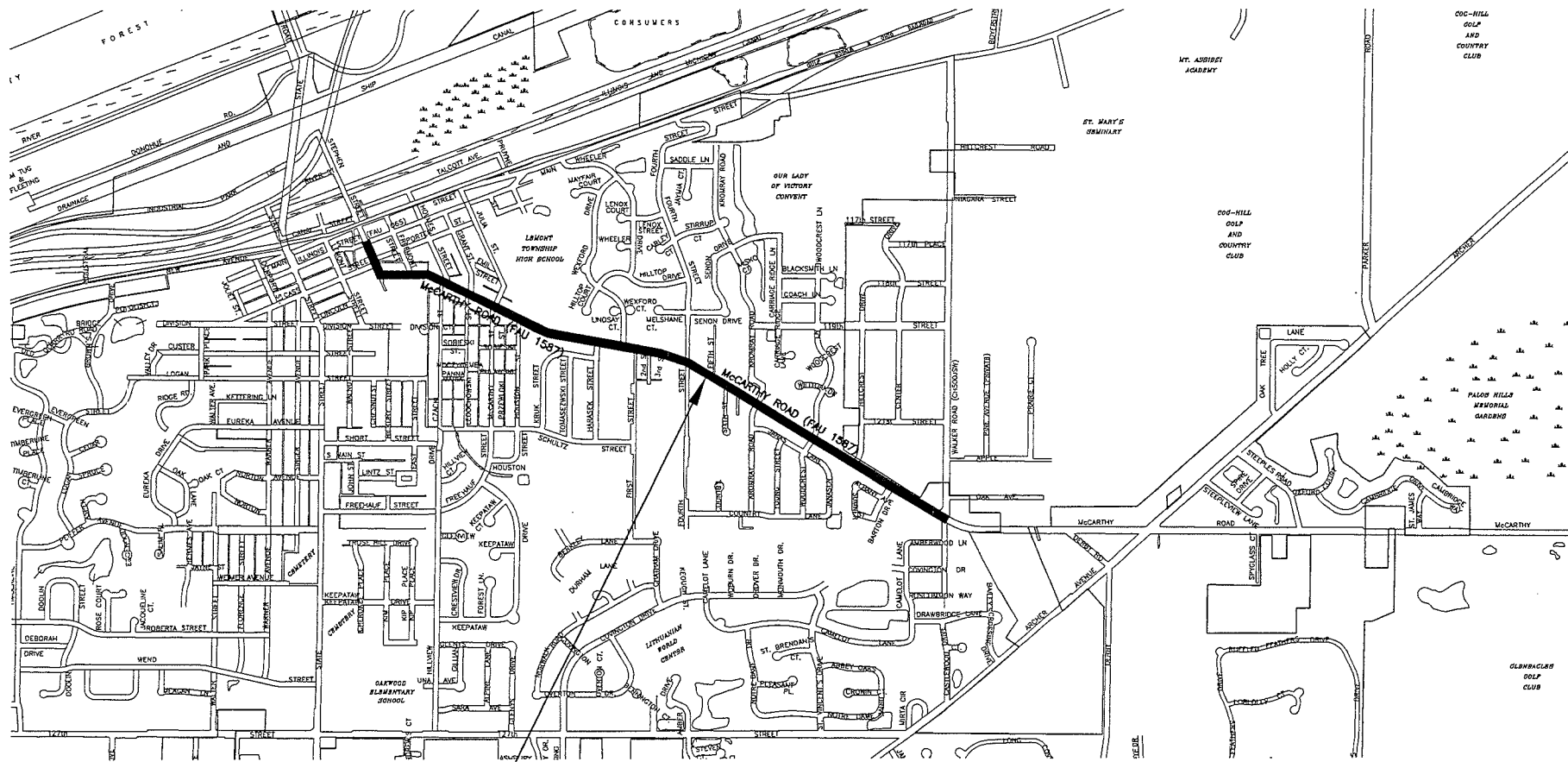
DUNS Number 037044682

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

VILLAGE OF LEMONT, ILLINOIS

McCARTHY ROAD (FAU 1587) BICYCLE LANES


ILLINOIS STREET (FAU 1065) TO WALKER ROAD (CH500JSW)



█ DENOTES McCARTHY ROAD BICYCLE LANES
LENGTH OF PROJECT

McCARTHY ROAD – ILLINOIS STREET TO WALKER ROAD 8,479 FT (1.61 MILES)



Local Agency Village of Lemont	L O C A L A G E N C Y  Illinois Department of Transportation Preliminary Engineering Services Agreement For Federal Participation	C O N S U L T A N T	Consultant Frank Novotny & Associates, Inc
County Cook			Address 825 Midway Drive
Section 14-00052-00-BT			City Willowbrook
Project No. M-4003(463)			State Illinois
Job No. P-91-185-15			Zip Code 60527
Contact Name/Phone/E-mail Address George Schafer 630-257-1590 gschafer@lemont.il.us	Contact Name/Phone/E-mail Address James L. Cainkar, P.E., P.L.S. 630-887-8640 jimcainkar@franknovotnyengineering.co		

THIS AGREEMENT is made and entered into this _____ day of _____, 2015 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT. Federal-aid funds allotted to the LA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

Project Description

Name	McCarthy Road	Route	FAU 1587	Length	1.61 Mi	Structure No.	N/A
Termini	Illinois Street to Walker Road						

Description Construction of four foot wide paved shoulders (one in each direction) for use by bicycles on McCarthy Road from Illinois Street (FAU 1065) to Walker Road

Agreement Provisions

I. THE ENGINEER AGREES,

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

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

II. THE LA AGREES,

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

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

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

Specific Rate (Pay per element)

Lump Sum _____

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

With Retainage

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

Without Retainage

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

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

III. IT IS MUTALLY AGREED,

1. That no work shall be commenced by the ENGINEER prior to issuance by the LA of a written Notice to Proceed.
2. That tracings, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LA and that basic survey notes, sketches, charts and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request, to the LA or to the STATE, without restriction or limitation as to their use.
3. That all reports, plans, estimates and special provisions furnished by the ENGINEER shall be in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE, it being understood that all such furnished documents shall be approved by the LA and the STATE before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

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

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

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

- a. Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
 - b. Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or contractor's policy of maintaining a drug free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance program; and
 - (4) The penalties that may be imposed upon an employee for drug violations.
 - c. Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
 - d. Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
 - e. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by,
 - f. Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
 - g. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.
10. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LA deems appropriate.

ROUTE: N/A
SECTION: 14-00052-00-BT
PROJECT: M-4003(463)
COUNTY: Cook
JOB NO: P-91-185-14
TYPE OF FUNDING: STP/STU
EXISTING STRUCTURE NO.: N/A

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

DATE: 01/20/15

PROJECT: McCarthy Road Side Lanes
Walker Road to Illinois Street

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

ITEM NO.	ITEM	NUMBER OF MAN HOURS	PAYROLL RATE	PAYROLL AMOUNT	OVERHEAD AND FRINGE BENEFITS 1.6057	INHOUSE DIRECT COSTS	SUBTOTAL	PROFIT 14.50% 1.6057	SERVICES BY OTHERS * A *	TOTALS	PERCENT OF GRAND TOTAL
		A	B	C	D	E	F	G	H	I	J
1	Early Coordination	16	\$ 58.07	\$ 929	\$ 1,492		\$ 2,421	\$ 351		\$ 2,772	1.85
2	Data Collection & Review	40	\$ 42.83	\$ 1,713	\$ 2,751		\$ 4,464	\$ 647		\$ 5,111	3.41
3	Topographic Survey	24	\$ 38.70	\$ 929	\$ 1,491		\$ 2,420	\$ 351	\$ 42,732	\$ 45,503	30.35
4	Preliminary Design Studies	80	\$ 54.43	\$ 4,354	\$ 6,992		\$ 11,346	\$ 1,645	\$ 28,155	\$ 41,146	27.44
5	Meetings	16	\$ 59.89	\$ 958	\$ 1,539		\$ 2,497	\$ 362		\$ 2,859	1.91
6	Traffic & Accident Analysis	24	\$ 56.73	\$ 1,361	\$ 2,186		\$ 3,547	\$ 514	\$ 3,500	\$ 7,561	5.04
7	Preliminary Report	80	\$ 57.52	\$ 4,601	\$ 7,388		\$ 11,990	\$ 1,738		\$ 13,728	9.16
8	Quantities	54	\$ 57.52	\$ 3,106	\$ 4,987		\$ 8,093	\$ 1,173		\$ 9,266	6.18
9	Cost Estimate	20	\$ 59.89	\$ 1,198	\$ 1,923		\$ 3,121	\$ 453		\$ 3,574	2.38
10	Final Report	100	\$ 61.71	\$ 6,171	\$ 9,909		\$ 16,080	\$ 2,332		\$ 18,412	12.28
11	Administration	24	\$ -	\$ -	\$ -		\$ -	\$ -		\$ -	-
TOTALS		478		\$ 25,321	\$ 40,658	\$ -	\$ 65,979	\$ 9,567	\$ 74,387	\$ 149,933	100.00

DESCRIPTION OF SERVICES: * A *

Morris Engineering (\$42,732.00) - Survey - See Attached Quotation
Engineering Reasource Associates (\$28,155.00) - Hydraulics Design - See Attached Quotation
Kenig, Lindgren, O'Hara, Aboona, Inc. (\$3,500.00) - Traffic Studies - See Attached Quotation

ROUTE: N/A
SECTION: 14-00052-00-BT
PROJECT: M-4003(463)
COUNTY: Cook
JOB NO: P-91-185-14
TYPE OF FUNDING: STP/STU
EXISTING STRUCTURE NO.: N/A

EXHIBIT A - PRELIMINARY ENGINEERING
FRANK NOVOTNY & ASSOCIATES, INC.
PROJECT: McCarthy Road Side Lanes
Walker Road to Illinois Street
PHASE: I (Preliminary Engineering)

Date: 01/20/15

COMPLEXITY FACTOR, R = 0

EMPLOYEE CLASSIFICATION	HOURLY SALARY	ITEM 1 Early Coordination		ITEM 2 Data Collection & Review		ITEM 3 Topographic Survey	
		% PARTIC.	WAGE RATE	% PARTIC.	WAGE RATE	% PARTIC.	WAGE RATE
		\$	%	\$	%	\$	%
PRINCIPAL	70.00		0.00		0.00		0.00
PROJECT MANAGER	61.71	60	37.03	30	18.51	15	9.26
PROJECT ENGINEER	61.71	20	12.34		0.00		0.00
CIVIL ENGINEER II	43.51	20	8.70	20	8.70		0.00
SENIOR TECHNICIAN	40.74		0.00		0.00		0.00
INSPECTOR	45.20		0.00		0.00		0.00
SURVEYING TECHNICIAN	44.13		0.00	30	13.24	60	26.48
CAD TECHNICIAN	35.93		0.00		0.00		0.00
G.I.S. TECHNICIAN	21.11		0.00		0.00		0.00
TECHNICAL ASSISTANT	11.86		0.00	20	2.37	25	2.97
AVERAGE PAYROLL RATE		100	\$58.07	100	\$42.83	100	\$38.70

ROUTE: N/A
 SECTION: 14-00052-00-BT
 PROJECT: M-4003(463)
 COUNTY: Cook
 JOB NO: P-91-185-14
 TYPE OF FUNDING: STP/STU
 EXISTING STRUCTURE NO.: N/A

EXHIBIT A - PRELIMINARY ENGINEERING
FRANK NOVOTNY & ASSOCIATES, INC.
 PROJECT: McCarthy Road Side Lanes
 Walker Road to Illinois Street
 PHASE: I (Preliminary Engineering)

Date: 01/20/15

COMPLEXITY FACTOR, R = 0

EMPLOYEE CLASSIFICATION	HOURLY SALARY	ITEM 4 Preliminary Design Studies		ITEM 5 Meetings		ITEM 6 Traffic & Accident Analysis	
		% PARTIC.	WAGE RATE	% PARTIC.	WAGE RATE	% PARTIC.	WAGE RATE
	\$	%	\$	%	\$	%	\$
PRINCIPAL	70.00		0.00		0.00		0.00
PROJECT MANAGER	61.71	30	18.51	50	30.86	70	43.20
PROJECT ENGINEER	61.71	30	18.51	40	24.68	20	12.34
CIVIL ENGINEER II	43.51	40	17.40	10	4.35		0.00
SENIOR TECHNICIAN	40.74		0.00		0.00		0.00
INSPECTOR	45.20		0.00		0.00		0.00
SURVEYING TECHNICIAN	44.13		0.00		0.00		0.00
CAD TECHNICIAN	35.93		0.00		0.00		0.00
G.I.S. TECHNICIAN	21.11		0.00		0.00		0.00
TECHNICAL ASSISTANT	11.86		0.00		0.00	10	1.19
AVERAGE PAYROLL RATE		100	\$54.43	100	\$59.89	100	\$56.73

ROUTE: N/A
SECTION: 14-00052-00-BT
PROJECT: M-4003(463)
COUNTY: Cook
JOB NO: P-91-185-14
TYPE OF FUNDING: STP/STU
EXISTING STRUCTURE NO.: N/A

EXHIBIT A - PRELIMINARY ENGINEERING
FRANK NOVOTNY & ASSOCIATES, INC.
PROJECT: McCarthy Road Side Lanes
Walker Road to Illinois Street
PHASE: I (Preliminary Engineering)

Date: 01/20/15

COMPLEXITY FACTOR, R = 0

EMPLOYEE CLASSIFICATION	HOURLY SALARY	ITEM 7 Preliminary Report		ITEM 8 Quantities		ITEM 9 Cost Estimate	
		% PARTIC.	WAGE RATE	% PARTIC.	WAGE RATE	% PARTIC.	WAGE RATE
	\$	%	\$	%	\$	%	\$
PRINCIPAL	70.00		0.00		0.00		0.00
PROJECT MANAGER	61.71	60	37.03	50	30.86	70	43.20
PROJECT ENGINEER	61.71	20	12.34	30	18.51	20	12.34
CIVIL ENGINEER II	43.51		0.00		0.00	10	4.35
SENIOR TECHNICIAN	40.74	20	8.15	20	8.15		0.00
INSPECTOR	45.20		0.00		0.00		0.00
SURVEYING TECHNICIAN	44.13		0.00		0.00		0.00
CAD TECHNICIAN	35.93		0.00		0.00		0.00
G.I.S. TECHNICIAN	21.11		0.00		0.00		0.00
TECHNICAL ASSISTANT	11.86		0.00		0.00		0.00
AVERAGE PAYROLL RATE		100	\$57.52	100	\$57.52	100	\$59.89

ROUTE: N/A
 SECTION: 14-00052-00-BT
 PROJECT: M-4003(463)
 COUNTY: Cook
 JOB NO: P-91-185-14
 TYPE OF FUNDING: STP/STU
 EXISTING STRUCTURE NO.: N/A

EXHIBIT A - PRELIMINARY ENGINEERING
 FRANK NOVOTNY & ASSOCIATES, INC.
 PROJECT: McCarthy Road Side Lanes
 Walker Road to Illinois Street
 PHASE: I (Preliminary Engineering)

Date: 01/20/15

COMPLEXITY FACTOR, R = 0

EMPLOYEE CLASSIFICATION	HOURLY SALARY	ITEM 10 Final Report		ITEM 11 Administration		ITEM 12 0	
		% PARTIC.	WAGE RATE	% PARTIC.	WAGE RATE	% PARTIC.	WAGE RATE
	\$	%	\$	%	\$	%	\$
PRINCIPAL	70.00		0.00		0.00		0.00
PROJECT MANAGER	61.71	90	55.54		0.00		0.00
PROJECT ENGINEER	61.71	10	6.17		0.00		0.00
CIVIL ENGINEER II	43.51		0.00		0.00		0.00
SENIOR TECHNICIAN	40.74		0.00		0.00		0.00
INSPECTOR	45.20		0.00		0.00		0.00
SURVEYING TECHNICIAN	44.13		0.00		0.00		0.00
CAD TECHNICIAN	35.93		0.00		0.00		0.00
G.I.S. TECHNICIAN	21.11		0.00		0.00		0.00
TECHNICAL ASSISTANT	11.86		0.00		0.00		0.00
AVERAGE PAYROLL RATE		100	\$61.71	0	\$0.00	0	\$0.00



Frank Novotny & Associates, Inc.

825 Midway Drive ♦ Willowbrook, IL ♦ 60527 ♦ Telephone: (630) 887-8640 ♦ Fax: (630) 887-0132

Civil Engineers/
Municipal Consultants

Frank Novotny & Associates, Inc.				
AVERAGE HOURLY PAYROLL RATES				
Effective Date: Jan. 1, 2014				
<u>PAYROLL CLASSIFICATION</u>	<u>PAYROLL RATE RANGE</u>			<u>AVERAGE PAYROLL RATE</u>
PRINCIPAL	70.00	TO	70.00	70.00
PROJECT MANAGER	61.71	TO	61.71	61.71
PROJECT ENGINEER	61.71	TO	61.71	61.71
CIVIL ENGINEER II	43.51	TO	43.51	43.51
SENIOR TECHNICIAN	36.87	TO	44.95	40.74
INSPECTOR	36.87	TO	61.71	45.20
SURVEYING TECHNICIAN	36.87	TO	61.71	44.13
CAD TECHNICIAN	22.65	TO	43.51	35.93
G.I.S. TECHNICIAN	21.11	TO	21.11	21.11
TECHNICAL ASSISTANT	10.00	TO	13.50	11.86

**VILLAGE OF LEMONT
SECTION 14-00052-00-BT**

**MCCARTHY ROAD SIDE PATHS
ILLINOIS STREET TO WALKER ROAD**

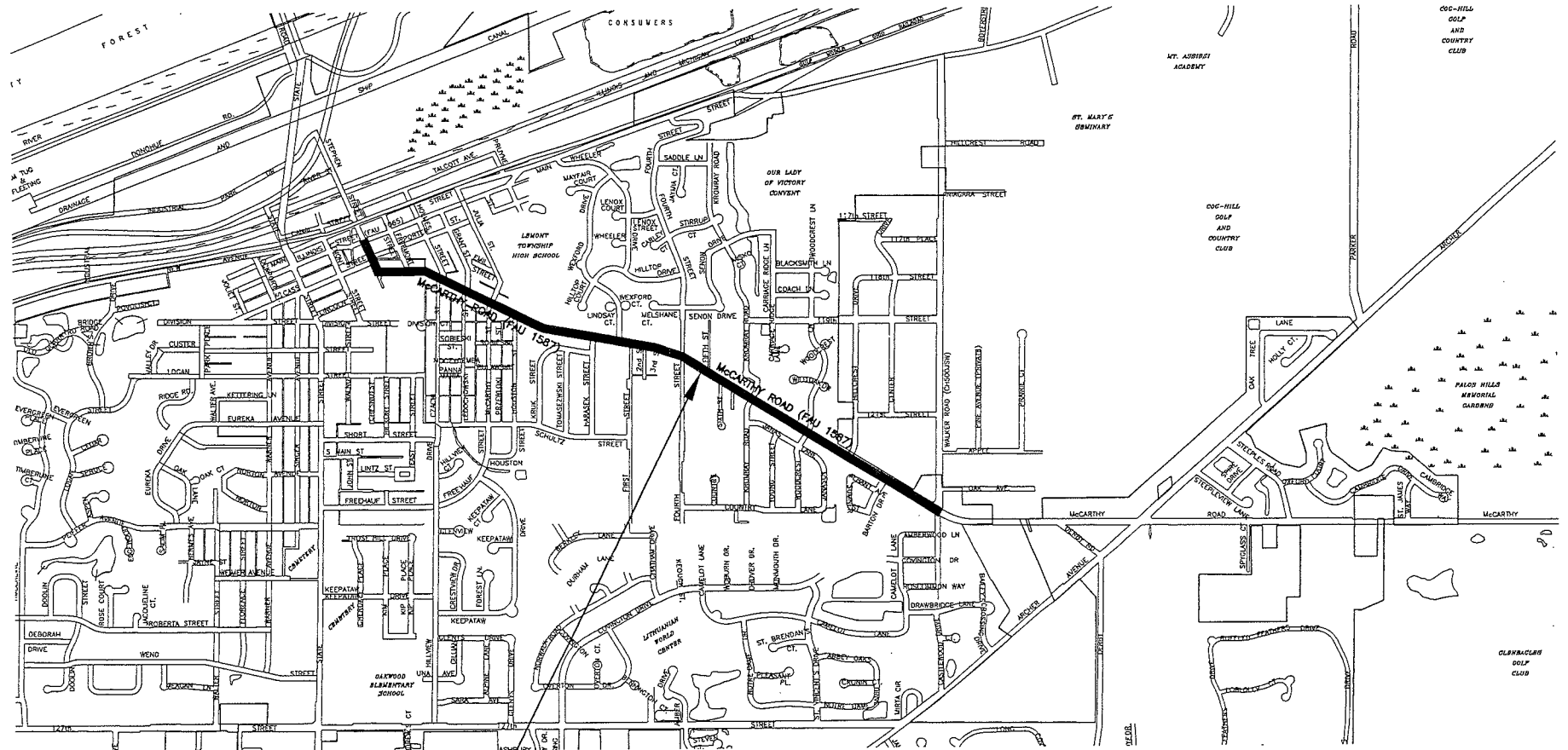
SCHEDULE

PHASE 1 ENGINEERING AGREEMENT APPROVAL	MAY 2015
INFORMATION GATHERING	JUNE TO JULY 2015
CONSULTANT REPORTS	AUGUST 2015
REPORT WRITING AND REVISION	SEPTEMBER TO MARCH 2016
PESA INVESTIGATION	SEPTEMBER TO MARCH 2016
PHASE 1 ENGINEERING COMPLETE	APRIL 2016

VILLAGE OF LEMONT, ILLINOIS

McCARTHY ROAD (FAU 1587) BICYCLE LANES

ILLINOIS STREET (FAU 1065) TO WALKER ROAD (CH500JSW)



DENOTES MCCARTHY ROAD BICYCLE LANES
LENGTH OF PROJECT

MCCARTHY ROAD – ILLINOIS STREET TO WALKER ROAD 8,479 FT (1.61 MILES)



COC-HILL GOLF AND COUNTRY CLUB

COC-HILL GOLF AND COUNTRY CLUB

CLAWACUM GOLF CLUB



5100 S. Lincoln, Lisle, Illinois 60532
(630) 271-0770 - Fax (630) 271-0774
ecivil.com

PROPOSAL

January 5, 2015

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

TKlass@franknovotnyengineering.com

Village of Lemont

Stephen Street & Illinois Street Intersection to McCarthy Road and Walker Road Intersection (Approximately 9,500 linear feet)

Per your request, Morris Engineering Inc. (MEI), is presenting a proposal for Professional Land Surveying & Engineering Services that will be needed to prepare the following:

SCOPE OF SERVICES

ROW to ROW TOPOGRAPHICAL SURVEY..... \$ 42,732.05

Morris Engineering will locate all improvements within the ROWs of Stephen Street and McCarthy Road. Spot elevations will be measured at every location point required to draft all horizontal features that are at around level. If no major physical features exist, cross sections will be taken at 50 (fifty) foot intervals. We will measure the locations of all sanitary and storm sewer inverts and measure the top of pipe of the water main found within the ROWs. All elevations will be based on 1983 NDGV Datum. We will locate and mark various property corners that can be reproduced for alignment verification on existing property line maps of the area in lieu of establishing centerline stationing. The finished survey will be prepared in a format as required by the client.

DELIVERY

The Survey will be according to village, city, or county standards. We estimate the work to begin within **10 working days** after acceptance of this proposal, and receipt of all required documentation.

Please note that the above prices estimates and are believed to be the best possible estimate based on knowledge available. Some significant changes may arise based on uncertainties such as revised requirements from any governing bodies. If any of these items are noticed at the time of the work you will be contacted prior to any commencement of additional work with an estimate for these services.

TERMS

Morris Engineering, Inc. will be compensated an amount of \$42,732.05, to be billed monthly, as work progresses.

We assume the property owners will have knowledge that this work is being performed and access to the property is permissible.

Please see attached Cost Plus Fixed Fee Cost Estimate of Consultant Services, with Average Hourly Rates, Payroll Escalation Table, and Payroll Rates.

This proposal will remain in effect for a period of thirty (30) days. If it is not accepted within this time frame, we reserve the right to resubmit the proposal reflecting changes that may have occurred.

Thank you for the opportunity of furnishing this proposal. Should the above terms be acceptable, please sign and return the original proposal to our office. We will return a copy of the executed contract to you.

Respectfully,

Thomas J. Cesal, PLS
Professional Land Surveyor

This Contract Agreement contains the entire and only agreement between the parties respecting the work, services, and materials; any representation, promise or condition, written or verbal, not incorporated herein, and shall not be binding on either party.

Print Client Name: _____ E-mail: _____

Client Address: _____

Client Telephone Number: _____ Fax Number: _____

All terms and conditions of this contract accepted this _____ day of _____, 20____

By: _____
Client Signature

Title

PAYROLL ESCALATION TABLE FIXED RAISES

FIRM NAME	<u>Morris Engineering, Inc.</u>	DATE	<u>01/05/15</u>	
PRIME/SUPPLEMENT	<u>Subcontractor</u>	PTB NO.	<u> </u>	
	CONTRACT TERM		OVERHEAD RATE	<u>157.84%</u>
	START DATE	<u>12</u> MONTHS	COMPLEXITY FACTOR	<u>3.00%</u>
	RAISE DATE	<u>12/31/2014</u>	% OF RAISE	<u> </u>
		<u>12/31/2015</u>		

ESCALATION PER YEAR

12/31/2014 - 12/31/2015				
12	_____	_____	_____	_____
12	_____	_____	_____	_____

= 100.00%
= 1.0000

The total escalation for this project would be: 0.00%

PAYROLL RATES

FIRM NAME
Municipality
Work Type

Morris Engineering, Inc. DATE
Village of Lemont
McCarthy Road ROW Survey

01/05/15

ESCALATION FACTOR 0.00%

CLASSIFICATION	CURRENT RATE	CALCULATED RATE
PRINCIPAL	\$65.00	\$65.00
SENIOR PROJECT MANAG	\$63.00	\$63.00
PROJECT MANAGER	\$36.30	\$36.30
PROFESSIONAL LAND SU	\$39.00	\$39.00
ENGINEER 5	\$65.00	\$65.00
ENGINEER 2	\$22.80	\$22.80
SURVEYOR 3	\$30.00	\$30.00
SURVEYOR 2	\$20.25	\$20.25
TECHNICIAN 5	\$38.50	\$38.50
TECHNICIAN 4	\$27.70	\$27.70
TECHNICIAN 3	\$21.33	\$21.33
TECHNICIAN 2	\$18.48	\$18.48
TECHNICIAN 1	\$12.75	\$12.75
ADMINISTRATION	\$29.25	\$29.25



ENGINEERING RESOURCE ASSOCIATES, INC.

Consulting Engineers, Scientists & Surveyors

December 17, 2014

Tim Klass, P.E.
Frank Novotny & Associates, Inc.
825 Midway Drive
Willowbrook, IL 60527

SUBJECT: Proposal for Engineering Services
Stormwater Analysis
Village of Lemont, McCarthy Road Bicycle Lanes
Illinois Street to Walker Road

Dear Tim:

Engineering Resource Associates, Inc. (ERA) is pleased to submit this proposal for engineering services for the stormwater analysis for the McCarthy Road Bicycle Lanes Project.

Project Understanding

Frank Novotny & Associates, Inc. (Novotny) has been retained by the Village of Lemont to provide engineering services for the McCarthy Road Bicycle Lanes Project from approximately Illinois Street to Walker Road a distance of approximately 8,000 feet. The project is being partially funded by IDOT and with Federal money. Therefore, it is our understanding that the project must follow and be designed per IDOT standards and guidelines.

Novotny now desires to retain ERA to provide stormwater system design services as subconsultants. The stormwater design will need to conform to IDOT standards as provided in the IDOT Drainage Manual. It is our understanding that a formal IDOT Location Drainage Study will not be required, however, an abbreviated LDS report shall be completed to meet IDOT standards. It is assumed that there are no identified drainage problems and no floodplain or wetland impacts along the project corridor.

Scope of Services

ERA will provide engineering services in accordance with the following work plan:

1. **Meetings and Coordination** – This task includes general email and phone coordination with Novotny. It is also anticipated that one coordination meeting will be performed under this task.
2. **Data Gathering** – Acquire relevant background data from various sources including
 - 2.1. Engineer's site visit
 - 2.2. Cross-sections from Novotny
 - 2.3. Topographic Survey data and existing conditions plans from Novotny
 - 2.4. Preliminary and proposed roadway plans from Novotny
 - 2.5. Contour mapping from Novotny, Cook County, or Village of Lemont

- 2.6. Plans from adjacent developments or past roadway improvements from Novotny or the Village of Lemont
 - 2.7. Drainage studies from past studies or development projects from Novotny or the Village of Lemont
 - 2.8. Flood Insurance Mapping from various sources
 - 2.9. Aerial imagery from various sources
3. **Wetland Determination/Delineation** - ERA will perform a wetland delineation within the anticipated bike lane corridor. The wetland delineation will be limited to the ROW and 50' beyond. Wetlands will be staked by pin flag and/or marking tape labeled "wetland". The wetland delineation includes preparation of a Written Delineation Report Containing:
- a. U.S. Army Corps of Engineers (USACE) data forms;
 - b. Documentation of verification of threatened and endangered species consultation with appropriate Federal and State agencies;
 - c. Aerial map exhibit of site showing approximate locations of data sampling points, and wetland boundaries;
 - d. Floristic Quality Assessment;
 - e. Identification of off-site wetlands within 50' of the ROW;
 - f. Site photos as necessary to describe wetland and other regulated areas.

Based on a preliminary look at aerial maps it does not appear that wetlands will be disturbed by the proposed improvements. Therefore, wetland mitigation and restoration plans are not anticipated.

4. **Existing Drainage Plan (EDP)**

- 4.1. Determine location, size and other data for existing pipes, culverts, ditches and outfalls from gathered information.
- 4.2. Delineate tributary areas from contour mapping and existing conditions plans.
- 4.3. Determine time of concentrations and "C" values from gathered information.
- 4.4. Analyze existing flow volumes and velocities in existing pipes, culverts, ditches and outfalls and evaluate suitability for continued use and outlet sensitivity. Storm sewer flows will be analyzed using the Rational Method in accordance with IDOT procedures. For the purposes of this proposal, it is assumed that the existing outlets will be capable of accommodating proposed flows so that no detention storage or pipe oversizing will be required.
- 4.5. Prepare EDP using FNA preliminary plans as a base. The EDP will show external areas draining to the right of way, sheet and concentrated flow entering the highway drainage system, drainage summits, drainage divides, existing drainage facilities, and outlets. The EDP will also show tributary areas and "C" values for each drainage area identified.

5. **Proposed Drainage Plan (PDP)**

- 5.1. Evaluate cross sections and preliminary plans to see if additional right of way or drainage easements may be needed.
- 5.2. Evaluate proposed drainage alternatives to develop preferred improvements.
- 5.3. Delineate tributary areas from contour mapping and proposed conditions plans.
- 5.4. Determine time of concentrations and "C" values from gathered information.
- 5.5. Analyze proposed flow volumes and velocities in proposed storm sewers, ditches and culverts. Determine conformance with IDOT standards. Storm sewer flows will be analyzed using the Rational Method in accordance with IDOT procedures.
- 5.6. Design inlet spacing in accordance with IDOT procedures.



- 5.7. Design ditches in accordance with IDOT procedures.
 - 5.8. Prepare Proposed Drainage plan by marking proposed drainage facilities onto FNA proposed conditions plan and profile sheets. Final drafting for Phase II plans will be performed by FNA.
6. **LDS Preparation** – An abbreviated LDS report will be prepared. The LDS report will contain narrative including an introduction, a summary of existing drainage conditions, and a summary of proposed drainage conditions. It will include EDP and PDP exhibits, stormwater calculations, and recommendations for best management practices.
7. **Watershed Management Ordinance Stormwater Permit** – The MWRD has adopted a new watershed management ordinance (WMO). ERA will prepare a brief report that demonstrates how the project meets the WMO. It is assumed that the project will not require detention, wetland mitigation, or BMPs. It is anticipated that report will utilize the LDS as the basis for the report. ERA will submit the report to the Village of Lemont or MWRD for approval. This task includes responding to comments and acquiring a stormwater management permit.

Services Not Included

Only services specifically described in this proposal are included in our scope of work. The following are specifically excluded, although they may be added as a contract amendment at a future date for an agreed additional fee:

- Survey Services
- Additional meetings beyond those described above
- Public/Board Meetings & Presentations
- Final Design Services
- Wetland Mitigation Services
- Wetland or Riparian Restoration Services
- BMP Design or Analysis
- Specifications
- Regulatory Floodplain Modeling
- Army Corps/Soil and Water Conservation District Permitting
- Floodplain/Floodway Permitting

Schedule

The work described in this agreement will be performed as expeditiously as weather and other physical conditions permit. The Engineer shall not be liable to the Owner, if delayed in, or prevented from performing the work as specified herein through any cause or causes beyond the control of the Engineer and not caused by his own fault or negligence including acts of God, or the public enemy, inclement weather conditions, acts of the government after the effective date of this agreement, fires, floods, epidemics, strikes, jurisdictional disputes, lockouts, and freight embargoes.

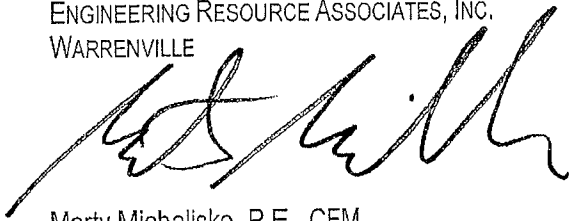


Hours and Fees

Hours and fees for engineering services described in this proposal are proposed on a "Cost-Plus Basis" using our 2014 IDOT approved overhead rate of 120.96. The total, not to exceed fee for this assignment is \$28,155.22. A detailed cost estimate of consultant services summary is provided at the end of this proposal.

We appreciate the opportunity to submit this proposal and trust that it meets your approval. If you have any questions, please contact me at 630.393.3060 or mmichalisko@eraconsultants.com. The attached general terms and conditions are expressly incorporated into and are an integral part of this proposal for engineering services.

Sincerely,
ENGINEERING RESOURCE ASSOCIATES, INC.
WARRENVILLE



Marty Michalisko, P.E., CFM
Project Manager

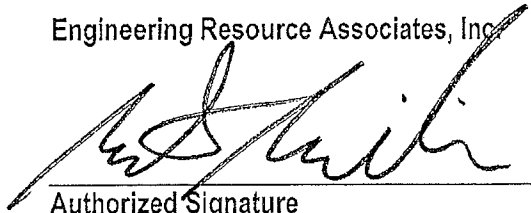


Exhibit 1

Acceptance & Authorization Form – December 17, 2014 Proposal
Engineering Services for McCarthy Road Bicycle Lanes

Engineering Resource Associates, Inc.

Frank Novotny & Associates, Inc.



Authorized Signature

Authorized Signature

Marty Michalisko, PE, Project Manager

Printed Name and Title

3S701 West Avenue
Suite 150
Warrenville, Illinois 60555
T 630-393-3060, F 630-393-2152

Date

Please Provide Contact Information:

Mailing Address:

(please provide street address for UPS deliveries)

Telephone & Facsimile Numbers:

Email Address:

INVOICES should be sent via:

Email USPS Mail Email & USPS Mail

If different than above address,
invoices should be addressed to:

Attn:

Invoice Email Address (if different than above)



AVERAGE HOURLY PROJECT RATES

FIRM
PSB
PRIME/SUPPLEMENT

Engineering Resource Associates, Inc.
McCarthy Road Bicycle Lanes

DATE 12/17/14

SHEET 1 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES			Meetings and Coordination			Data Gathering			Wetland Determination/De			Existing Drainage Plan			Proposed Drainage Plan		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Professional Engineer VI	70.00	0																	
Professional Engineer V	65.10	0																	
Professional Engineer IV	51.50	66	22.92%	11.80	12	100.00%	51.50	2	20.00%	10.30				12	20.00%	10.30	16	20.00%	10.30
Professional Engineer III	44.81	0																	
Professional Engineer II	41.20	0																	
Professional Engineer I	34.67	136	47.22%	16.37				8	80.00%	27.74				32	53.33%	18.49	40	50.00%	17.33
Structural Engineer VI	72.10	0																	
Structural Engineer III	43.26	0																	
Staff Engineer III	33.99	0																	
Staff Engineer II	30.39	80	27.78%	8.44							16	72.73%	22.10	16	26.67%	8.10	24	30.00%	9.12
Staff Engineer I	26.78	0																	
Engineering Technician V	37.08	0																	
Engineering Technician IV	29.87	0																	
Engineering Intern II	16.48	0																	
Engineering Intern I	12.36	0																	
Ecological Services Director	42.23	6	2.08%	0.88							6	27.27%	11.52						
Environmental Specialist I	26.27	0																	
Professional Surveyor I	38.11	0																	
Surveyor III	23.69	0																	
Administrative Staff IV	30.90	0																	
Administrative Staff III	25.24	0																	
Administrative Staff II	21.63	0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
TOTALS		288	100%	\$37.49	12	100.00%	\$51.50	10	100%	\$38.04	22	100%	\$33.62	60	100%	\$36.89	80	100%	\$36.75

Engineering Resource Associates, Inc.

GENERAL TERMS AND CONDITIONS

1. **COMPLIANCE WITH LAWS:** Engineering Resource Associates, Inc. (Engineer) will strive to exercise usual and customary professional care in his 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.

2. **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.
3. **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. 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.
4. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with Articles previously set forth by Item 1. of this Agreement, together with the laws of the State of Illinois.
5. **RESPONSIBILITY OF THE ENGINEER:** 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.
6. **CLIENT'S RESPONSIBILITIES:** 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, to the extent 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 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 non-contributing 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.

7. **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.
8. **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.
9. **DOCUMENTS DELIVERED TO CLIENT:** Drawings, specifications, and reports 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.

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.

10. **REUSE OF DOCUMENTS:** All Project Documents including but not limited to reports, original boring logs, field data, field notes, laboratory test data, calculations, 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.
11. **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.
12. **RELATIONSHIP BETWEEN ENGINEER AND CLIENT:** 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.
13. **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 resumption 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.
14. **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.
15. **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.
16. **ENTIRE UNDERSTANDING OF AGREEMENT:** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
17. **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".
18. **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. 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. 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 13 of this Agreement. Payments due Engineer are not contingent upon project approval or project financing and are the sole responsibility of the Client. If an invoice for work performed by Engineer remains unpaid sixty (60) days from the date of the invoice and, if there is no written resolution of payment from the client during the sixty (60) day period, Engineer will stop all work on the assignment.

19. **INDEMNIFICATION:** Engineer agrees, to the fullest extent permitted by law, to indemnify and hold harmless Client up to the amount of this contract fee (for services) from loss or expense, including reasonable attorney's fees to the extent caused by Engineer's negligent acts, errors or omissions in the performance of professional services under this Agreement. Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Engineer from any damage, liability or cost, including reasonable attorneys' fees and costs of defense, to the extent caused by the Client's negligent acts, errors or omissions and those of his or her contractors, subcontractors or consultants or anyone for whom the Client is legally liable, and arising from the project that is the subject of this Agreement. 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.
20. **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 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.
21. **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.
22. **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.
23. **WAIVER OF CONTRACT BREACH:** The waiver of one party of any breach of the 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.
24. **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 opinions of probable Project Construction Cost provided for herein are to be made on the basis of his experience and qualifications and represent his best 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. 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.
25. **CONSTRUCTION OBSERVATION CLAUSE:** The Owner will include the following clause in the construction contract documents and Owner 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 Workers Compensation Act, court interpretations of said Act or otherwise; and agrees to indemnify and defend Owner and Engineer and their agents, employees and consultants (the "Indemnities") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the indemnities may sustain as a result of such claims, except to the extent that Illinois law prohibits indemnity for the indemnities' own negligence.

26. **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.
27. **HAZARDOUS MATERIALS:** It is acknowledged by both parties that Engineer's scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event Engineer or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of Engineer's services, Engineer may at his option and without liability for consequential or any other damages, suspend performance of services on the project until Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the job site is in full compliance with applicable laws and regulations.
28. **RIGHT OF ENTRY:** Client hereby grants Engineer and its subcontractors or agents the right to enter from time to time property owned by Client and/or other(s) in order for Engineer to fulfill the scope of services included hereunder. Client understands that use of exploration equipment may cause some damage, the correction of which is not part of this Agreement. Client also understands that the discovery of certain hazardous conditions and/or taking preventive measures relative to these conditions may result in a reduction of the Property's value. Accordingly, Client waives any claim against Engineer and its subcontractors or agents, and agrees to defend, indemnify and hold Engineer harmless from any claim or liability for injury or loss allegedly arising from procedures associated with subsurface exploration activities or discovery of hazardous materials or suspected hazardous materials. In addition, Client agrees to compensate Engineer for any time spent or expenses incurred by Engineer in defense of any such claim with compensation to be based upon Engineer's prevailing fee schedule and expense reimbursement policy. Engineer shall not be liable for damage or injury from damage to subterranean structures (pipes, tanks, cables, or other utilities, etc.) which are not called to Engineer's attention in writing and correctly shown on the diagram(s) furnished by Client to Engineer.
29. **SAMPLES:** Soil, rock, water and/or other samples obtained from the Project site are the property of Client. Engineer shall preserve such samples for no longer than sixty (60) calendar days after the issuance of any document that includes the data obtained from them, unless other arrangements are mutually agreed upon in writing. Should any of these samples be contaminated by hazardous substances or suspected hazardous substances, it is Client's responsibility to select and arrange for lawful disposal procedures, that is, procedures which encompass removing the contaminated samples from Engineer's custody and transporting them to a disposal site. Client is advised that, in all cases, prudence and good judgment should be applied in selecting and arranging for lawful disposal procedures. Due to the risks to which Engineer is exposed, Client agrees to waive any claim against Engineer, and to defend, indemnify and hold Engineer harmless from any claim or liability for injury or loss arising from containing, labeling, transporting, testing, storing, or other handling of contaminated samples. Client also agrees to compensate Engineer for any time spent and expenses incurred by Engineer in defense of any such claim, with such compensation to be based upon Engineer's prevailing fee schedule and expense reimbursement policy.

END OF GENERAL TERMS AND CONDITIONS



9575 West Higgins Road, Suite 400, Rosemont, Illinois 60018
p: 847-518-9990 | f: 847-518-9987

December 22, 2014

Mr. Timothy Klass, PE
Frank Novotny & Associates, Inc.
825 Midway Drive
Willowbrook, Illinois 60527

Re: McCarthy Road from Illinois Street to Walker Road
Traffic Count Data Collection
Lemont, Illinois

Dear Tim:

As requested, Kenig, Lindgren, O'Hara, Aboona, Inc. (KLOA, Inc.) has estimated the cost to conduct machine counts on McCarthy Road in Lemont, Illinois. The counts will be conducted on three consecutive weekdays and will include traffic volume by direction, classification and speed. The tubes will be set at three locations:

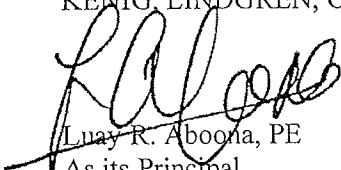
- Between Illinois and Holmes Street
- Between Wexford Drive and Fourth Street
- Between Hillcrest Drive and Walker Road

We estimate the cost to complete the study to be \$3,500 and to complete the work to be within two to three weeks from receipt of authorization to proceed. An invoice will be submitted at the completion of the work and will be due and payable within 30 days of the date of the invoice. To the maximum extent permitted by law, Frank Novotny & Associates, Inc. agrees to limit Kenig, Lindgren, O'Hara, Aboona, Inc.'s liability for Frank Novotny & Associates, Inc.'s damages up to the sum of the total fee on this project. This limitation should apply regardless of the cause of action or legal theory pled or asserted.

We are pleased to have this opportunity again to serve you on this assignment. We will initiate our work upon receipt of a signed copy of this letter of agreement.

Sincerely,

KENIG, LINDGREN, O'HARA, ABOONA, INC.


 Luay R. Aboona, PE
 As its Principal
 and Contracting Officer

ACCEPTED AND APPROVED THIS

_____ DAY OF _____, 2014

(Signature)

(Typed/Printed Name)

Authorized to Execute Agreements for:

Exhibit A - Preliminary Engineering

Route: _____
 Local Agency: _____
 (Municipality/Township/County)
 Section: _____
 Project: _____
 Job No.: _____

*Firm's approved rates on file with IDOT'S Bureau of Accounting and Auditing:
 Overhead Rate (OH) 128.84 %
 Complexity Factor (R) 0.00
 Calendar Days _____

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

Cost Estimate of Consultant's Services in Dollars

Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead*	Services by Others	In-House Direct Costs (IHDC)	Profit	Total
	Principal	4.00	\$70.00	\$280.00	\$360.75			\$92.91	\$ 733.66
	Consultant	29.00	\$26.44	\$766.76	\$987.89			\$254.42	\$2009.08
	Traffic Counts					\$750.00			\$ 750.00
Totals		33.00		\$1,046.76	\$1,348.64	\$ 750.00		\$347.33	\$3,492.74

Exhibit A - Preliminary Engineering

Route: McCarthy Road
 Local Agency: Village of Lemont
 (Municipality/Township/County)
 Section: _____
 Project: _____
 Job No.: _____

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

Overhead Rate (OH) 157.84 %
 Complexity Factor (R) 0.00
 Calendar Days _____

Method of Compensation:

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

Cost Estimate of Consultant's Services in Dollars

Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead*	Services by Others	In-House Direct Costs (IHDC)	Profit	Total
Project Coordination	Principal/Pr. Land	18.00	\$41.89	\$754.02	\$1,190.14	\$0.00	\$0.00	\$281.90	\$2,226.06
Field Survey and	Surveyor 2-3	420.00	\$26.05	\$10,941.00	\$17,269.27	\$0.00	\$0.00	\$4,090.48	\$32,300.75
Drafting	Technician 4	80.00	\$27.70	\$2,216.00	\$3,497.73	\$0.00	\$0.00	\$828.49	\$6,542.22
QA/QC	Project Manager	16.00	\$36.30	\$580.80	\$916.73	\$0.00	\$0.00	\$217.14	\$1,714.67
Totals		534.00		\$14,491.82	\$22,873.87			\$5,418.01	\$42,783.70



5100 S. Lincoln, Lisle, Illinois 60532
(630) 271-0770 - Fax (630) 271-0774
ecivil.com

PROPOSAL

January 5, 2015

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

TKlass@franknovotnyengineering.com

Village of Lemont

Stephen Street & Illinois Street Intersection to McCarthy Road and Walker Road Intersection (Approximately 9,500 linear feet)

Per your request, Morris Engineering Inc. (MEI), is presenting a proposal for Professional Land Surveying & Engineering Services that will be needed to prepare the following:

SCOPE OF SERVICES

ROW to ROW TOPOGRAPHICAL SURVEY..... \$ 42,732.05

Morris Engineering will locate all improvements within the ROWs of Stephen Street and McCarthy Road. Spot elevations will be measured at every location point required to draft all horizontal features that are at around level. If no major physical features exist, cross sections will be taken at 50 (fifty) foot intervals. We will measure the locations of all sanitary and storm sewer inverts and measure the top of pipe of the water main found within the ROWs. All elevations will be based on 1983 NDGV Datum. We will locate and mark various property corners that can be reproduced for alignment verification on existing property line maps of the area in lieu of establishing centerline stationing. The finished survey will be prepared in a format as required by the client.

DELIVERY

The Survey will be according to village, city, or county standards. We estimate the work to begin within **10 working days** after acceptance of this proposal, and receipt of all required documentation.

Please note that the above prices estimates and are believed to be the best possible estimate based on knowledge available. Some significant changes may arise based on uncertainties such as revised requirements from any governing bodies. If any of these items are noticed at the time of the work you will be contacted prior to any commencement of additional work with an estimate for these services.

TERMS

Morris Engineering, Inc. will be compensated an amount of \$42,732.05, to be billed monthly, as work progresses.

We assume the property owners will have knowledge that this work is being performed and access to the property is permissible.

Please see attached Cost Plus Fixed Fee Cost Estimate of Consultant Services, with Average Hourly Rates, Payroll Escalation Table, and Payroll Rates.

This proposal will remain in effect for a period of thirty (30) days. If it is not accepted within this time frame, we reserve the right to resubmit the proposal reflecting changes that may have occurred.

Thank you for the opportunity of furnishing this proposal. Should the above terms be acceptable, please sign and return the original proposal to our office. We will return a copy of the executed contract to you.

Respectfully,

Thomas J. Cesal, PLS
Professional Land Surveyor

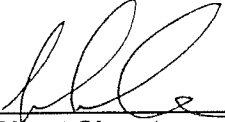
This Contract Agreement contains the entire and only agreement between the parties respecting the work, services, and materials; any representation, promise or condition, written or verbal, not incorporated herein, and shall not be binding on either party.

Print Client Name: Frank Novotny & Associates, Inc. E-mail: jimcainkar@franknovotnyengineering.com

Client Address: 825 Midway Drive, Willowbrook, IL 60527

Client Telephone Number: (630) 887 8640 Fax Number: (630) 887 0132

All terms and conditions of this contract accepted this 27 day of Feb, 2015

By: 
Client Signature

President
Title

PAYROLL ESCALATION TABLE FIXED RAISES

FIRM NAME Morris Engineering, Inc.
PRIME/SUPPLEMENT Subcontractor

DATE 01/05/15
PTB NO. _____

CONTRACT TERM 12 MONTHS
START DATE 12/31/2014
RAISE DATE 12/31/2015

OVERHEAD RATE 157.84%
COMPLEXITY FACTOR _____
% OF RAISE 3.00%

ESCALATION PER YEAR

12/31/2014 - 12/31/2015

12
12

= 100.00%
= 1.0000

The total escalation for this project would be:

0.00%

PAYROLL RATES

FIRM NAME Morris Engineering, Inc. DATE 01/05/15
Municipality Village of Lemont
Work Type McCarthy Road ROW Survey

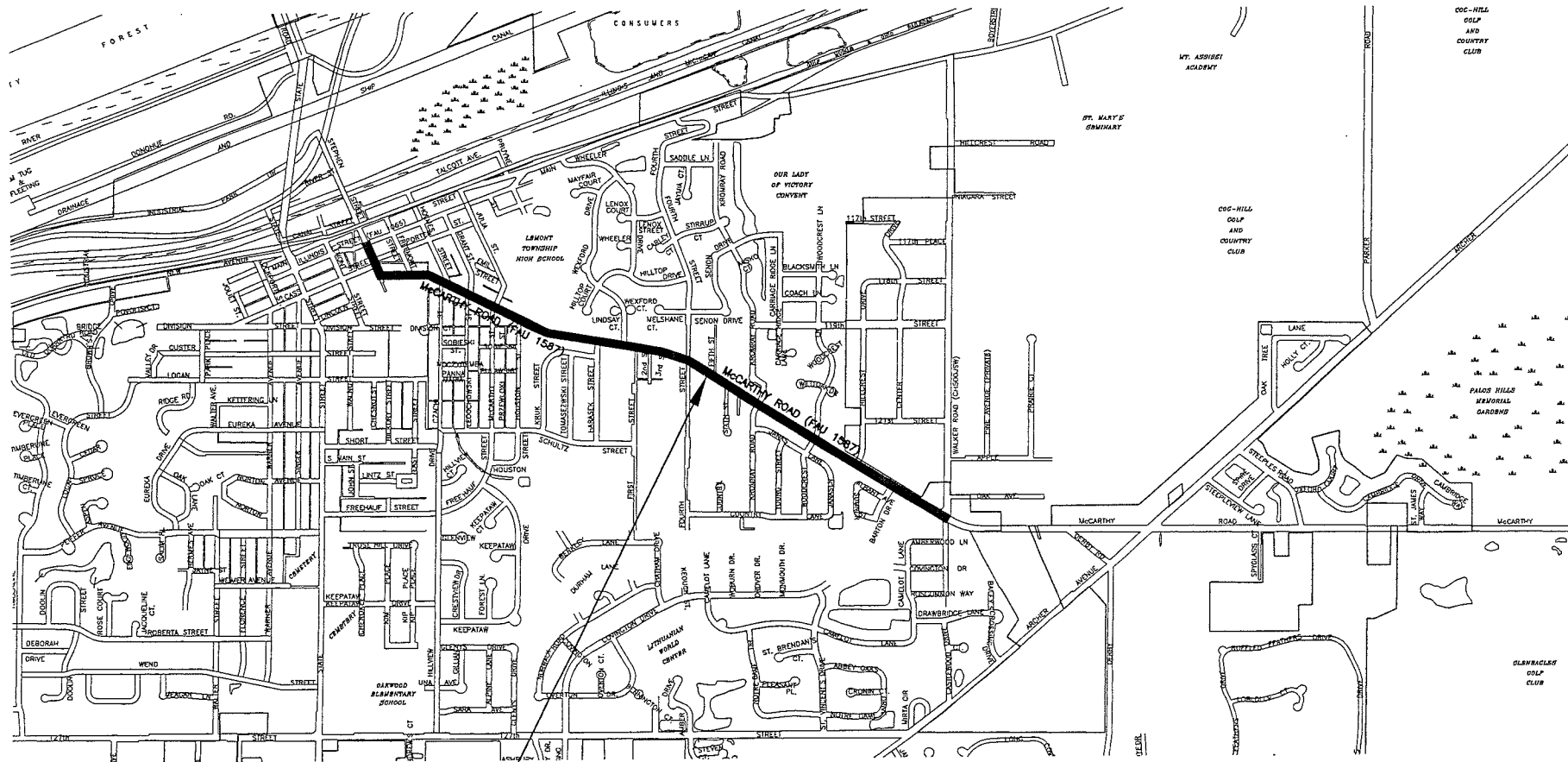
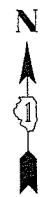
ESCALATION FACTOR 0.00%

CLASSIFICATION	CURRENT RATE	CALCULATED RATE
PRINCIPAL	\$65.00	\$65.00
SENIOR PROJECT MANAG	\$63.00	\$63.00
PROJECT MANAGER	\$36.30	\$36.30
PROFESSIONAL LAND SU	\$39.00	\$39.00
ENGINEER 5	\$65.00	\$65.00
ENGINEER 2	\$22.80	\$22.80
SURVEYOR 3	\$30.00	\$30.00
SURVEYOR 2	\$20.25	\$20.25
TECHNICIAN 5	\$38.50	\$38.50
TECHNICIAN 4	\$27.70	\$27.70
TECHNICIAN 3	\$21.33	\$21.33
TECHNICIAN 2	\$18.48	\$18.48
TECHNICIAN 1	\$12.75	\$12.75
ADMINISTRATION	\$29.25	\$29.25

VILLAGE OF LEMONT, ILLINOIS

McCARTHY ROAD (FAU 1587) BICYCLE LANES

ILLINOIS STREET (FAU 1065) TO WALKER ROAD (CH500JSW)



█ DENOTES McCARTHY ROAD BICYCLE LANES
LENGTH OF PROJECT

McCARTHY ROAD – ILLINOIS STREET TO WALKER ROAD 8,479 FT (1.61 MILES)





ENGINEERING RESOURCE ASSOCIATES, INC.

Consulting Engineers, Scientists & Surveyors

December 17, 2014

Tim Klass, P.E.
Frank Novotny & Associates, Inc.
825 Midway Drive
Willowbrook, IL 60527

SUBJECT: Proposal for Engineering Services
Stormwater Analysis
Village of Lemont, McCarthy Road Bicycle Lanes
Illinois Street to Walker Road

Dear Tim:

Engineering Resource Associates, Inc. (ERA) is pleased to submit this proposal for engineering services for the stormwater analysis for the McCarthy Road Bicycle Lanes Project.

Project Understanding

Frank Novotny & Associates, Inc. (Novotny) has been retained by the Village of Lemont to provide engineering services for the McCarthy Road Bicycle Lanes Project from approximately Illinois Street to Walker Road a distance of approximately 8,000 feet. The project is being partially funded by IDOT and with Federal money. Therefore, it is our understanding that the project must follow and be designed per IDOT standards and guidelines.

Novotny now desires to retain ERA to provide stormwater system design services as subconsultants. The stormwater design will need to conform to IDOT standards as provided in the IDOT Drainage Manual. It is our understanding that a formal IDOT Location Drainage Study will not be required, however, an abbreviated LDS report shall be completed to meet IDOT standards. It is assumed that there are no identified drainage problems and no floodplain or wetland impacts along the project corridor.

Scope of Services

ERA will provide engineering services in accordance with the following work plan:

1. **Meetings and Coordination** – This task includes general email and phone coordination with Novotny. It is also anticipated that one coordination meeting will be performed under this task.
2. **Data Gathering** – Acquire relevant background data from various sources including
 - 2.1. Engineer's site visit
 - 2.2. Cross-sections from Novotny
 - 2.3. Topographic Survey data and existing conditions plans from Novotny
 - 2.4. Preliminary and proposed roadway plans from Novotny
 - 2.5. Contour mapping from Novotny, Cook County, or Village of Lemont

- 2.6. Plans from adjacent developments or past roadway improvements from Novotny or the Village of Lemont
 - 2.7. Drainage studies from past studies or development projects from Novotny or the Village of Lemont
 - 2.8. Flood Insurance Mapping from various sources
 - 2.9. Aerial imagery from various sources
3. **Wetland Determination/Delineation** - ERA will perform a wetland delineation within the anticipated bike lane corridor. The wetland delineation will be limited to the ROW and 50' beyond. Wetlands will be staked by pin flag and/or marking tape labeled "wetland". The wetland delineation includes preparation of a Written Delineation Report Containing:
- a. U.S. Army Corps of Engineers (USACE) data forms;
 - b. Documentation of verification of threatened and endangered species consultation with appropriate Federal and State agencies;
 - c. Aerial map exhibit of site showing approximate locations of data sampling points, and wetland boundaries;
 - d. Floristic Quality Assessment;
 - e. Identification of off-site wetlands within 50' of the ROW;
 - f. Site photos as necessary to describe wetland and other regulated areas.

Based on a preliminary look at aerial maps it does not appear that wetlands will be disturbed by the proposed improvements. Therefore, wetland mitigation and restoration plans are not anticipated.

4. **Existing Drainage Plan (EDP)**
- 4.1. Determine location, size and other data for existing pipes, culverts, ditches and outfalls from gathered information.
 - 4.2. Delineate tributary areas from contour mapping and existing conditions plans.
 - 4.3. Determine time of concentrations and "C" values from gathered information.
 - 4.4. Analyze existing flow volumes and velocities in existing pipes, culverts, ditches and outfalls and evaluate suitability for continued use and outlet sensitivity. Storm sewer flows will be analyzed using the Rational Method in accordance with IDOT procedures. For the purposes of this proposal, it is assumed that the existing outlets will be capable of accommodating proposed flows so that no detention storage or pipe oversizing will be required.
 - 4.5. Prepare EDP using FNA preliminary plans as a base. The EDP will show external areas draining to the right of way, sheet and concentrated flow entering the highway drainage system, drainage summits, drainage divides, existing drainage facilities, and outlets. The EDP will also show tributary areas and "C" values for each drainage area identified.
5. **Proposed Drainage Plan (PDP)**
- 5.1. Evaluate cross sections and preliminary plans to see if additional right of way or drainage easements may be needed.
 - 5.2. Evaluate proposed drainage alternatives to develop preferred improvements.
 - 5.3. Delineate tributary areas from contour mapping and proposed conditions plans.
 - 5.4. Determine time of concentrations and "C" values from gathered information.
 - 5.5. Analyze proposed flow volumes and velocities in proposed storm sewers, ditches and culverts. Determine conformance with IDOT standards. Storm sewer flows will be analyzed using the Rational Method in accordance with IDOT procedures.
 - 5.6. Design inlet spacing in accordance with IDOT procedures.



- 5.7. Design ditches in accordance with IDOT procedures.
- 5.8. Prepare Proposed Drainage plan by marking proposed drainage facilities onto FNA proposed conditions plan and profile sheets. Final drafting for Phase II plans will be performed by FNA.
6. **LDS Preparation** – An abbreviated LDS report will be prepared. The LDS report will contain narrative including an introduction, a summary of existing drainage conditions, and a summary of proposed drainage conditions. It will include EDP and PDP exhibits, stormwater calculations, and recommendations for best management practices.
7. **Watershed Management Ordinance Stormwater Permit** – The MWRD has adopted a new watershed management ordinance (WMO). ERA will prepare a brief report that demonstrates how the project meets the WMO. It is assumed that the project will not require detention, wetland mitigation, or BMPs. It is anticipated that report will utilize the LDS as the basis for the report. ERA will submit the report to the Village of Lemont or MWRD for approval. This task includes responding to comments and acquiring a stormwater management permit.

Services Not Included

Only services specifically described in this proposal are included in our scope of work. The following are specifically excluded, although they may be added as a contract amendment at a future date for an agreed additional fee:

- Survey Services
- Additional meetings beyond those described above
- Public/Board Meetings & Presentations
- Final Design Services
- Wetland Mitigation Services
- Wetland or Riparian Restoration Services
- BMP Design or Analysis
- Specifications
- Regulatory Floodplain Modeling
- Army Corps/Soil and Water Conservation District Permitting
- Floodplain/Floodway Permitting

Schedule

The work described in this agreement will be performed as expeditiously as weather and other physical conditions permit. The Engineer shall not be liable to the Owner, if delayed in, or prevented from performing the work as specified herein through any cause or causes beyond the control of the Engineer and not caused by his own fault or negligence including acts of God, or the public enemy, inclement weather conditions, acts of the government after the effective date of this agreement, fires, floods, epidemics, strikes, jurisdictional disputes, lockouts, and freight embargoes.

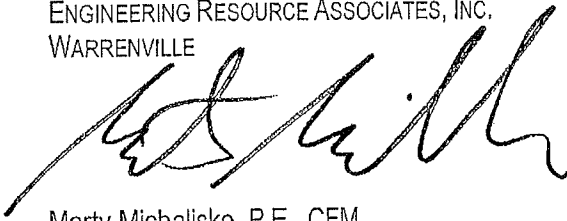


Hours and Fees

Hours and fees for engineering services described in this proposal are proposed on a "Cost-Plus Basis" using our 2014 IDOT approved overhead rate of 120.96. The total, not to exceed fee for this assignment is \$28,155.22. A detailed cost estimate of consultant services summary is provided at the end of this proposal.

We appreciate the opportunity to submit this proposal and trust that it meets your approval. If you have any questions, please contact me at 630.393.3060 or mmichalisko@eraconsultants.com. The attached general terms and conditions are expressly incorporated into and are an integral part of this proposal for engineering services.

Sincerely,
ENGINEERING RESOURCE ASSOCIATES, INC.
WARRENVILLE



Marty Michalisko, P.E., CFM
Project Manager

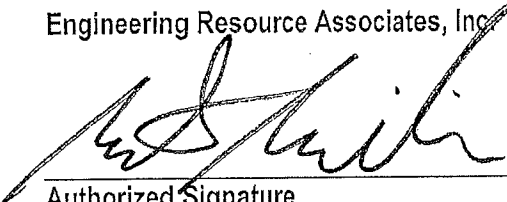


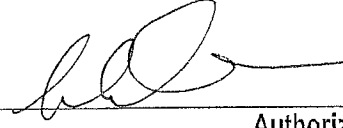
Exhibit 1

Acceptance & Authorization Form – December 17, 2014 Proposal
Engineering Services for McCarthy Road Bicycle Lanes

Engineering Resource Associates, Inc.

Frank Novotny & Associates, Inc.


Authorized Signature


Authorized Signature
James L. Calkin, President
Printed Name and Title
Feb 27 2015
Date

Marty Michalisko, PE, Project Manager

3S701 West Avenue
Suite 150
Warrenville, Illinois 60555
T 630-393-3060, F 630-393-2152

Please Provide Contact Information:

Mailing Address:
(please provide street address for UPS deliveries)

825 Midway Drive
Willowbrook, IL 60527

Telephone & Facsimile Numbers:

630-887-8640 (630-887-0132 Fax)

Email Address:

jimcalkin@franknovotnyengineering.com

INVOICES should be sent via:

Email USPS Mail Email & USPS Mail

If different than above address,
invoices should be addressed to:

Attn:

Invoice Email Address (if different than above)



Engineering Resource Associates, Inc.

GENERAL TERMS AND CONDITIONS

1. **COMPLIANCE WITH LAWS:** Engineering Resource Associates, Inc. (Engineer) will strive to exercise usual and customary professional care in his 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.

2. **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.
3. **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. 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.
4. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with Articles previously set forth by Item 1. of this Agreement, together with the laws of the State of Illinois.
5. **RESPONSIBILITY OF THE ENGINEER:** 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.
6. **CLIENT'S RESPONSIBILITIES:** 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, to the extent 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 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 non-contributing 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.

7. **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.
8. **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.
9. **DOCUMENTS DELIVERED TO CLIENT:** Drawings, specifications, and reports 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.

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 inaccuracies, 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.

10. **REUSE OF DOCUMENTS:** All Project Documents including but not limited to reports, original boring logs, field data, field notes, laboratory test data, calculations, 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.
11. **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.
12. **RELATIONSHIP BETWEEN ENGINEER AND CLIENT:** 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.
13. **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 resumption 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.
14. **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.
15. **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.
16. **ENTIRE UNDERSTANDING OF AGREEMENT:** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
17. **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".
18. **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. 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. 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 13 of this Agreement. Payments due Engineer are not contingent upon project approval or project financing and are the sole responsibility of the Client. If an invoice for work performed by Engineer remains unpaid sixty (60) days from the date of the invoice and, if there is no written resolution of payment from the client during the sixty (60) day period, Engineer will stop all work on the assignment.

19. **INDEMNIFICATION:** Engineer agrees, to the fullest extent permitted by law, to indemnify and hold harmless Client up to the amount of this contract fee (for services) from loss or expense, including reasonable attorney's fees to the extent caused by Engineer's negligent acts, errors or omissions in the performance of professional services under this Agreement. Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Engineer from any damage, liability or cost, including reasonable attorneys' fees and costs of defense, to the extent caused by the Client's negligent acts, errors or omissions and those of his or her contractors, subcontractors or consultants or anyone for whom the Client is legally liable, and arising from the project that is the subject of this Agreement. 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.
20. **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 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.
21. **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.
22. **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.
23. **WAIVER OF CONTRACT BREACH:** The waiver of one party of any breach of the 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.
24. **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 opinions of probable Project Construction Cost provided for herein are to be made on the basis of his experience and qualifications and represent his best 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. 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.
25. **CONSTRUCTION OBSERVATION CLAUSE:** The Owner will include the following clause in the construction contract documents and Owner 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 Workers Compensation Act, court interpretations of said Act or otherwise; and agrees to indemnify and defend Owner and Engineer and their agents, employees and consultants (the "Indemnities") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the indemnities may sustain as a result of such claims, except to the extent that Illinois law prohibits indemnity for the indemnities' own negligence.

26. **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.
27. **HAZARDOUS MATERIALS:** It is acknowledged by both parties that Engineer's scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event Engineer or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of Engineer's services, Engineer may at his option and without liability for consequential or any other damages, suspend performance of services on the project until Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the job site is in full compliance with applicable laws and regulations.
28. **RIGHT OF ENTRY:** Client hereby grants Engineer and its subcontractors or agents the right to enter from time to time property owned by Client and/or other(s) in order for Engineer to fulfill the scope of services included hereunder. Client understands that use of exploration equipment may cause some damage, the correction of which is not part of this Agreement. Client also understands that the discovery of certain hazardous conditions and/or taking preventive measures relative to these conditions may result in a reduction of the Property's value. Accordingly, Client waives any claim against Engineer and its subcontractors or agents, and agrees to defend, indemnify and hold Engineer harmless from any claim or liability for injury or loss allegedly arising from procedures associated with subsurface exploration activities or discovery of hazardous materials or suspected hazardous materials. In addition, Client agrees to compensate Engineer for any time spent or expenses incurred by Engineer in defense of any such claim with compensation to be based upon Engineer's prevailing fee schedule and expense reimbursement policy. Engineer shall not be liable for damage or injury from damage to subterranean structures (pipes, tanks, cables, or other utilities, etc.) which are not called to Engineer's attention in writing and correctly shown on the diagram(s) furnished by Client to Engineer.
29. **SAMPLES:** Soil, rock, water and/or other samples obtained from the Project site are the property of Client. Engineer shall preserve such samples for no longer than sixty (60) calendar days after the issuance of any document that includes the data obtained from them, unless other arrangements are mutually agreed upon in writing. Should any of these samples be contaminated by hazardous substances or suspected hazardous substances, it is Client's responsibility to select and arrange for lawful disposal procedures, that is, procedures which encompass removing the contaminated samples from Engineer's custody and transporting them to a disposal site. Client is advised that, in all cases, prudence and good judgment should be applied in selecting and arranging for lawful disposal procedures. Due to the risks to which Engineer is exposed, Client agrees to waive any claim against Engineer, and to defend, indemnify and hold Engineer harmless from any claim or liability for injury or loss arising from containing, labeling, transporting, testing, storing, or other handling of contaminated samples. Client also agrees to compensate Engineer for any time spent and expenses incurred by Engineer in defense of any such claim, with such compensation to be based upon Engineer's prevailing fee schedule and expense reimbursement policy.

END OF GENERAL TERMS AND CONDITIONS



9575 West Higgins Road, Suite 400 | Rosemont, Illinois 60018
p: 847-518-9990 | f: 847-518-9987

December 22, 2014

Mr. Timothy Klass, PE
Frank Novotny & Associates, Inc.
825 Midway Drive
Willowbrook, Illinois 60527

Re: McCarthy Road from Illinois Street to Walker Road
Traffic Count Data Collection
Lemont, Illinois

Dear Tim:

As requested, Kenig, Lindgren, O'Hara, Aboona, Inc. (KLOA, Inc.) has estimated the cost to conduct machine counts on McCarthy Road in Lemont, Illinois. The counts will be conducted on three consecutive weekdays and will include traffic volume by direction, classification and speed. The tubes will be set at three locations:

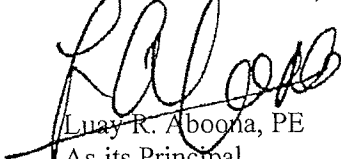
- Between Illinois and Holmes Street
- Between Wexford Drive and Fourth Street
- Between Hillcrest Drive and Walker Road

We estimate the cost to complete the study to be \$3,500 and to complete the work to be within two to three weeks from receipt of authorization to proceed. An invoice will be submitted at the completion of the work and will be due and payable within 30 days of the date of the invoice. To the maximum extent permitted by law, Frank Novotny & Associates, Inc. agrees to limit Kenig, Lindgren, O'Hara, Aboona, Inc.'s liability for Frank Novotny & Associates, Inc.'s damages up to the sum of the total fee on this project. This limitation should apply regardless of the cause of action or legal theory pled or asserted.

We are pleased to have this opportunity again to serve you on this assignment. We will initiate our work upon receipt of a signed copy of this letter of agreement.

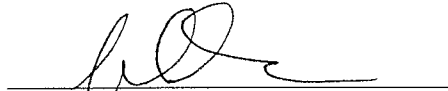
Sincerely,

KENIG, LINDGREN, O'HARA, ABOONA, INC.


Gary R. Aboona, PE
As its Principal
and Contracting Officer

ACCEPTED AND APPROVED THIS

27 DAY OF Feb, 2014


(Signature)

James L. Clinker, PE
(Typed/Printed Name)

Authorized to Execute Agreements for:

FRANK NOVOTNY & ASSOC.

Exhibit A - Preliminary Engineering

Route: McCarthy Road
 Local Agency: Village of Lemont
 (Municipality/Township/County)
 Section: _____
 Project: _____
 Job No.: _____

*Firm's **approved rates** on file with IDOT'S Bureau of Accounting and Auditing:
 Overhead Rate (OH) 157.84 %
 Complexity Factor (R) 0.00
 Calendar Days _____

Method of Compensation:

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

Cost Estimate of Consultant's Services in Dollars

Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead*	Services by Others	In-House Direct Costs (IHDC)	Profit	Total
Project Coordination	Principal/Pr. Land	18.00	\$41.89	\$754.02	\$1,190.14	\$0.00	\$0.00	\$281.90	\$2,226.06
Field Survey and	Surveyor 2-3	420.00	\$26.05	\$10,941.00	\$17,269.27	\$0.00	\$0.00	\$4,090.48	\$32,300.75
Drafting	Technician 4	80.00	\$27.70	\$2,216.00	\$3,497.73	\$0.00	\$0.00	\$828.49	\$6,542.22
QA/QC	Project Manager	16.00	\$36.30	\$580.80	\$916.73	\$0.00	\$0.00	\$217.14	\$1,714.67
Totals		534.00		\$14,491.82	\$22,873.87			\$5,418.01	\$42,783.70