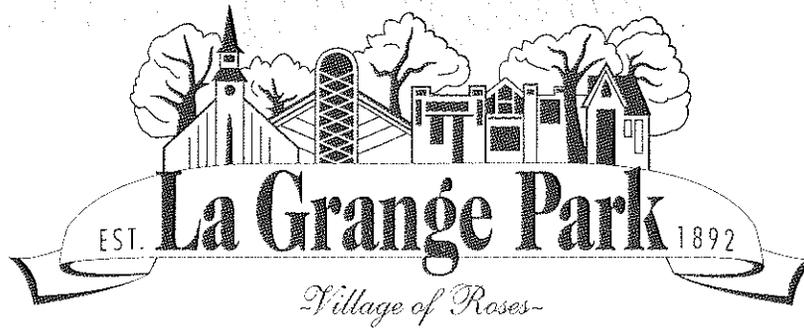


PRESIDENT
Dr. James L. Discipio

VILLAGE MANAGER
Julia A. Cedillo

VILLAGE CLERK
Amanda G. Seidel



TRUSTEES
Scott F. Mesick
Patricia B. Rocco
Michael L. Sheehan
James P. Kucera
Robert T. Lautner
Jamie M. Zaura

VILLAGE BOARD MEETING

Tuesday, June 28, 2016 – 7:30 P.M.

AGENDA

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Presentation to Outgoing Youth Commissioners Nicholas Fuentes, Alex Scotty, Laura McAllister, Halee Stirrat**
5. **Presentation to retiring Public Work's Foreman Corey Noble**
6. **Public Participation (Agenda Related Items Only)**
7. **Consent Agenda (Roll Call Vote)**

No discussion. Trustees wishing to discuss any of the items below MUST request that item be removed from the Consent Agenda prior to motion to approve.

A. Approval of Minutes

- i. Village Board Meeting – May 24, 2016
- ii. Work Session Meeting – June 14, 2016
- iii. Village Board Executive Session – June 14, 2016

B. Action – 2016 Road Paving Program – Edwin Hancock Engineering Agreement– *Motion: Authorizing the Village Manager to execute the Professional Engineering Services Agreement for the 2016 Road Paving Program, in an amount not to exceed \$339,000.*

C. Action – 2016 Road Paving Program – *Motion:*

1. *To reject the lowest bid from A. Lamp based upon the Board's concerns about A. Lamp's improper payroll practices and problems with company management, which may adversely affect A. Lamp's ability to properly administer payroll and complete roadwork in a timely manner; and*
2. *To award a contract to GA Paving, the next lowest bidder in the amount \$2,123,425 plus a five percent contingency.*

D. Action – Authorize Rental of Vactor – *Motion: Authorizing the rental of a Vactor from Standard Equipment for a period of 30 days in the amount of \$12,850.*

VILLAGE BOARD MEETING
Tuesday, June 28, 2016 – 7:30 p.m.

AGENDA (continued – Page 2)

- E. Action – 2016 Sewer Point Repairs – *Motion: Authorize payment to Suburban General, inclusive of additional work performed, in the total amount of \$52,370.00.*
- F. Action – Sale of Surplus Vehicles and Equipment – *Motion: Approving an ordinance authorizing the sale of surplus property owned by the Village of La Grange Park.*
- G. Action – Downspout Disconnection Ordinance Amendment – *Motion: To approve an ordinance amending the "La Grange Park Municipal Code" As Amended, regarding Section 50.28 Disconnection of Downspouts from Sanitary Sewage System, to extend the mandatory disconnection date from January 1, 2017 to January 1, 2019.*
- H. Action – *Motion to Authorize the President and Chairperson of the Finance Committee to sign the register for bills, and authorize the Treasurer and Village Clerk to sign checks in payment of operating bills and salaries as itemized in the Check Registers.*
- I. Action – *Motion to Authorize the Village Treasurer and Village Clerk to sign checks in the payment of payroll and other bills that become due between this date and July 26, 2016 with subsequent approval of the Payroll Register and Voucher Register by the Board of Trustees at its regular meeting to be held on July 26, 2016.*

8. Village Manager's Report

9. Administration Committee – Robert Lautner, Chairman

- A. Monthly Report

10. Building & Zoning Committee – Jamie Zaura, Chairwoman

- A. Monthly Report

11. Engineering & Capital Projects Committee – James Kucera, Chairman

- A. Monthly Report

12. Public Safety Committee Items– Scott Mesick, Chairman

- A. Monthly Reports
 - i. Police Department
 - ii. Fire Department

13. Public Works Committee – Michael Sheehan, Chairman

- A. Monthly Report
- B. Discussion & Action – Request to Add Brainard Avenue (Richmond to Harding) to 2016 Road Paving Program – *Motion:*
 - 1. *Waiving the taking of public bids and authorizing a Change Order to the contract with GA Paving, Inc. in the amount of \$392,170.*
 - 2. *Authorizing an amendment to the Agreement with Hancock Engineering to increase their fee by \$59,000, and authorize the Village Manager to execute the necessary documents.*

VILLAGE BOARD MEETING
Tuesday, June 28, 2016 – 7:30 p.m.

AGENDA (continued – Page 3)

3. *Approve an amendment to the FY2016/17 Road Bonds Fund budget in the amount of \$500,000 for Street Resurfacing.*
- C. Discussion & Action – Payment of On the Mark Water Services Invoices – *Motion: Authorizing the payment to On the Mark Water Services for Invoices 1249, 1253, and 1254 in the amount of \$23,640 and authorizing additional expenses not exceed \$5,000.*
- 14. Finance Committee Items**- Patricia Rocco, Chairwoman
 - A. Monthly Report
- 15. Other Reports**
 - A. Village Clerk
 - B. Village Treasurer
 - C. Village Engineer
 - D. Village Attorney
 - E. Committee and Collectors Report

Action – Motion to Approve Committee and Collectors Report as Presented
- 16. Village President**
- 17. Public Participation (Non-Agenda Related Items Only)**
- 18. New Business**
- 19. Executive Session** – *Motion to move into Executive Session for the purpose of discussing the selection of a person to fill a public office according to 5 ILCS 120/2 (c)(3)*
- 20. Adjourn**

Items of Interest

Work Session Meeting: July 12, 2016

Village Board Meeting: July 26, 2016



Rules for Public Comment

Village Board Work Session Meetings Village Board Meetings

1. Please step up to the microphone before speaking, and announce your name and address before beginning your comments.
2. After announcing your name and address for the record, you will be allowed to speak for three (3) minutes.
3. You may not use profane or obscene language and you may not threaten any person with bodily harm, or engage in conduct which amounts to a threat of physical harm.
4. (a) Agenda-related comments: The Village President reserves the right to disallow comments that are repetitive of comments previously made during the meeting, or comments that do not relate to agenda items.

(b) Non-agenda-related comments: The Village President reserves the right to disallow comments that are repetitive of comments previously made during the meeting, or comments that do not relate to Village business, Village services or Village governance.
5. The Village of La Grange Park complies with the Americans with Disabilities Act of 1990. If you require accommodations in order to observe or participate in the meeting, please contact Ms. Deanne Curelo at (708) 354-0225 between 9:00 and 5:00 before the meeting so that the Village can make reasonable accommodations for you.

Consent Agenda Items Divider

Village Board Agenda Memo

Date: 6/16/2016

To: President and Board of Trustees

From: Brendan McLaughlin, Public Works Director *BJM*
Julia Cedillo, Village Manager *JC*

RE: 2016 Road Paving Program – Edwin Hancock Engineering Agreement

PURPOSE:

In accordance with the Fiscal Year 2016/17 budget, an Engineering Agreement with Edwin Hancock Engineering for the 2016 Road Paving Program is being presented for Village Board in an amount not to exceed \$339,000 for approval.

GENERAL BACKGROUND:

This year's budget includes the 2016 Road Paving Program, for which the Village Engineer, Edwin Hancock Engineering, will provide professional design engineering services and construction engineering oversight services in amount not to exceed \$363,000.

Design engineering work includes preliminary engineering, topographic survey, design details, preparation of specifications, bid coordination and project administration. The total cost of design engineering is \$158,000, which equates to 7.4% of the low bid.

Construction engineering work includes site staking, construction inspection, quantity measurement, resident coordination and project administration. The total cost of construction engineering is \$181,000, which is 8.5% of the low bid.

STAFF RECOMMENDATION:

Staff recommends approval of this agreement at the June 28th Village Board Meeting.

MOTION/ACTION REQUESTED:

Motion authorizing the Village Manager to execute the Professional Engineering Services Agreement for the 2016 Road Paving Program, in an amount not to exceed \$339,000.

DOCUMENTATION:

- Agreement between the Village of La Grange Park and Edwin Hancock Engineering Company for Furnishing Professional Design and Construction Engineering Services for the 2016 Road Paving Program in La Grange Park, Illinois

AGREEMENT

between the

VILLAGE OF LAGRANGE PARK

and the

EDWIN HANCOCK ENGINEERING COMPANY

for

FURNISHING OF
PROFESSIONAL
DESIGN AND CONSTRUCTION
ENGINEERING SERVICES

for the

2016 STREET PAVING PROGRAM

in

LAGRANGE PARK, ILLINOIS

June 2016

AGREEMENT
between the
VILLAGE OF LAGRANGE PARK
and the
EDWIN HANCOCK ENGINEERING COMPANY
for furnishing of
DESIGN AND CONSTRUCTION ENGINEERING SERVICES
for the
2016 STREET PAVING PROGRAM
LAGRANGE PARK, ILLINOIS

THIS AGREEMENT, made and entered into between the VILLAGE of LAGRANGE PARK, hereinafter referred to as "VILLAGE", and the EDWIN HANCOCK ENGINEERING COMPANY, hereinafter referred to as "ENGINEER", covers the furnishing of Professional Engineering Services necessary for the Design and Construction Engineering required for the 2016 Street Paving Program which consists of:

Stone Avenue (Richmond Avenue to Woodlawn Avenue)
Waiola Avenue (Richmond Avenue to Woodlawn Avenue)
Spring Avenue (Richmond Avenue to Woodlawn Avenue)
Kensington Avenue (Richmond Avenue to Oak Avenue)
Catherine Avenue (Richmond Avenue to Harding Avenue)
Ashland Avenue (Brewster Avenue to Woodlawn Avenue)
Brewster Lane (LaGrange Road to east terminus)
Newberry Avenue (30th Street to 26th Street)
Ostrander Avenue (30th Street to 26th Street)
Alima Avenue (31st Street to 26th Street)

The scope of construction will include the removal and replacement of deteriorated concrete curb and gutter, sidewalks, driveway aprons; replacement and repair of defective drainage structures; milling the existing asphalt surface; installation of leveling binder and hot-mix surface course; restoration of the parkways; and all other appurtenant work.

Design Engineering includes the preparation of specifications and bidding documents for the proposed work; preparation and submittal of applications for permits required from various agencies; and performance of other necessary engineering services relative to the improvement prior to the start of construction, as well as other services outlined in Section I.A. this AGREEMENT.

Construction Engineering includes bid analysis, assistance with the contract award, line and grade staking of the proposed work, observation of the work as it progresses to become familiar with the progress and quality of the work completed and to determine if the work when completed will be in accordance with the contract documents, attendance at progress meetings during construction as may be required, measurement of quantities and

preparation of pay estimates as required, as well as other services outlined in Section I.C. of this AGREEMENT.

WITNESSETH THAT; in consideration of these premises and of the mutual covenants set forth,

I. THE ENGINEER AGREES; upon authorization by the OWNER,

- A. To perform, or be responsible for the performance of, the following Design Engineering services for the proposed improvement:
 - 1. Preparing preliminary design criteria.
 - 2. Making engineering field topographic surveys as are necessary for the preparation of contract documents.
 - 3. Preparing and submitting necessary applications to various governmental agencies, on behalf of the VILLAGE, for permission to construct the proposed site improvements.
 - 4. Preparing detailed specifications, bid proposals, and estimates of construction costs and furnishing the VILLAGE with sufficient sets of these documents to be used for obtaining bids from contractors.
 - 5. Endorsing all documents furnished by the ENGINEER pursuant to this AGREEMENT by showing his signature and professional seal where such is required by Law.
 - 6. Assisting the VILLAGE in the issuance of proposal forms, advertising for bids, and tabulation and interpretation of contractors' bid proposals.
 - 7. Assisting the VILLAGE in the tabulation and interpretation of contractors' bid proposals and preparing a letter of recommendation for award of contract.
- B. To cause to be furnished, if or when required, the following services by subletting the work to a firm or firms qualified to provide the services, the selection of the firm and their fee schedule being first subject to the approval of the VILLAGE:
 - 1. Investigations and analysis reports of surface and subsurface ground conditions.
 - 2. Land surveys, the preparation of plats of survey or plats of easements, or the preparation of property access licenses if required.
- C. To perform, or be responsible for the performance of, the following Construction Engineering services for the proposed improvement:

1. Preparation of all necessary contract documents resulting from the award of the contract.
 2. Consulting on interpretations of specifications and any changes under consideration as construction proceeds, including attending such meetings as may be required to inform the VILLAGE on the progress of the work.
 3. Checking of shop and equipment drawings for general conformance of the information given with the design concept expressed in the contract documents.
 4. Providing line-and-grade staking.
 5. Providing resident observation of the construction work to become familiar with the progress and quality of the work completed and to determine if the work when completed will be in accordance with the contract documents.
 6. Maintaining a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
 7. Coordination of materials testing engineers and review of materials inspection reports.
 8. Advising the VILLAGE of defects and deficiencies observed in the work of the contractor; but the ENGINEER shall not be responsible for nor does it guarantee the performance of the contract by the contractor.
 9. Making any necessary changes in working plans as may be required after the award of the construction contract and during construction of the improvement and which are consistent with the original scope of the project. Changes not in the original scope that are requested by the VILLAGE, or requested by the CONTRACTOR and agreed to by the VILLAGE, or are deemed necessary to the project but not reasonably foreseeable by the ENGINEER during the time of the design, shall be performed by the ENGINEER at an agreed additional cost.
 10. Making final measurement of quantities of work performed under the contract as required for determining payment due for the work.
 11. Preparing contractor's partial and final payment estimates, change orders, and other records that may be required.
 12. Performing final inspection of all improvements.
- D. To cause to be furnished, when required, the following services by subletting the work to a firm or firms qualified to provide the services, the selection of the firm and their fee schedule being first subject to the approval of the VILLAGE:

1. Proportioning and testing of Portland cement concrete and bituminous concrete mixtures in accordance with project specifications.
 2. All compaction or density tests as required by the specifications.
- E. That ENGINEER will save harmless the VILLAGE and its employees from all damages and liabilities caused by negligent or wrongful acts or omissions of ENGINEER in the performance of his professional services. ENGINEER shall carry adequate insurance as agreed upon between VILLAGE and ENGINEER, including insurance covering this indemnity. Such insurance shall remain in force until all work is completed and all final measurements and reports have been made and accepted by the VILLAGE.

II. THE VILLAGE AGREES:

- A. That for the performance by the ENGINEER of the services set forth above, the VILLAGE shall pay the ENGINEER on the following basis of payment:
1. The ENGINEER's compensation for all Design Engineering services performed as stipulated in above Section I.A. shall be a DESIGN ENGINEERING FEE in the amount shown in the section entitled Design Engineering on Attachment B, unless there is a substantial change in the scope, complexity, or character of the site improvements to be constructed or there is a substantial overrun in the time necessary for the ENGINEER to complete his work due to causes beyond his control. Should such circumstances occur, adjustments in the total compensation to the ENGINEER shall be determined through discussions between the parties of the AGREEMENT. The DESIGN ENGINEERING FEE is based upon estimated fees for portions of the work as itemized in Attachment B.
 2. The ENGINEER's compensation for all Construction Engineering services performed as stipulated in above Section I.C. shall be a CONSTRUCTION ENGINEERING FEE in the amount shown in the section entitled Construction Engineering on Attachment B, unless there is a substantial change in the scope, complexity, or character of the site improvements to be constructed or there is a substantial change in the scope, complexity, or character of the site improvements to be constructed or there is a substantial overrun in the time necessary for the ENGINEER to complete his work due to causes beyond his control. Should such circumstances occur, adjustments in the total compensation to the ENGINEER shall be determined through discussions between the parties of the AGREEMENT. The CONSTRUCTION ENGINEERING FEE is based upon estimated fees for portions of the work as itemized in Attachment B.
 3. To pay for subletted services as stipulated in Section I.B. and I.D. at the actual costs to the ENGINEER, said costs being separate from the ENGINEERING FEES. "Costs to ENGINEER" shall be validated by the

ENGINEER furnishing the VILLAGE copies of invoices from the party doing the work.

4. For any related work requested of the ENGINEER that is outside the scope of this AGREEMENT, and for the purpose of determining progress payments prior to final payment of the total fee, the costs for the engineering services rendered shall be determined by the Schedule of Hourly Rates shown in Attachment A.
- B. That payment to the ENGINEER for the services rendered shall be made in the following manner:
1. During the design of the work, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the VILLAGE, monthly progress payments for the work performed shall be due and payable to the ENGINEER. Such monthly payments shall be equal to One Hundred Percent (100%) of the value of services rendered to date based on percent completion of tasks as outlined less all previous payments made to the ENGINEER for design engineering services.
 2. Upon delivery of final design plans, specifications, and proposals for the improvement by the VILLAGE, One Hundred Percent (100%) of the total DESIGN ENGINEERING FEE, less progress payments made, shall be due and payable to the ENGINEER.
 3. During construction, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the VILLAGE, monthly payments for the work performed for Construction Engineering shall be due and payable to the ENGINEER. Such monthly payments shall be equal to One Hundred Percent (100%) of the value of services rendered to date based on percent completion of tasks as outlined less all previous payments made to the ENGINEER for construction engineering services.
 4. Final Payment - Upon approval by the VILLAGE, but not later than sixty (60) days after the site improvements have been completed and all final measurements and reports have been made and accepted by the VILLAGE, One Hundred Percent (100%) of the total CONSTRUCTION ENGINEERING FEE, less progress payments made, shall be due and payable to the ENGINEER.

III. IT IS MUTUALLY AGREED:

- A. That this AGREEMENT may be terminated by either party upon a thirty (30) days written notice should the other party fail substantially to perform in accordance with the terms of the AGREEMENT through no fault of the other. Upon such termination and upon payment in full to ENGINEER of all sums due and owing it, the ENGINEER shall cause to be delivered to the VILLAGE,

copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from soil surface and subsurface investigations with the understanding that all such materials become the property of the VILLAGE. The ENGINEER shall be paid promptly for any services completed and any services partially completed. VILLAGE assumes all responsibility and releases ENGINEER from any liability arising from the VILLAGE'S use of partially completed drawings, specifications, or other work product prepared by ENGINEER or for any reuse of ENGINEER'S work product on another project.

- B. ENGINEER shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the construction Work, since these are solely the contractor's rights and responsibilities under the contract documents.
- C. Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to the institution of legal proceedings by either party. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the county where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
- D. VILLAGE and ENGINEER waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with the terms of this Agreement.
- E. This Agreement represents the entire and integrated agreement between VILLAGE and ENGINEER and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instruments signed by both parties hereto.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed in duplicate counterparts, each of which shall be considered as an original, by their duly authorized officers as of the dates below indicated.

Executed by the VILLAGE, this

_____ day of _____, 2016

VILLAGE OF LAGRANGE PARK
Cook County, Illinois
Acting through its
President and Board of Trustees

By _____
James L. Discipio, Village President

ATTEST:

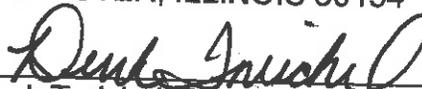
By _____
Amanda G. Seidel, Village Clerk

(SEAL)

Executed by the ENGINEER, this

6TH day of JUNE, 2016

EDWIN HANCOCK ENGINEERING COMPANY
9933 ROOSEVELT ROAD
WESTCHESTER, ILLINOIS 60154

By 
Derek Treichel, P.E., President

ATTEST:

By 
Paul E. Flood, Senior Vice President

(SEAL)

ATTACHMENT A

SCHEDULE OF HOURLY RATES

<u>PERSONNEL CLASSIFICATION</u>	<u>HOURLY RATE</u>
ENG-VI	128.00
ENG-V	123.00
ENG-IV	113.00
ENG-III	108.00
ENG- II	88.00
ENG- I	78.00
ENGINEERING TECH-V	108.00
ENGINEERING TECH-IV	98.00
ENGINEERING TECH-III	80.00
ENGINEERING TECH-II	65.00
ENGINEERING TECH-I	40.00
CAD MGR	108.00
CAD- II	98.00
CAD- I	93.00
ADMINISTRATIVE	65.00

ATTACHMENT B

PROJECT FEE SCHEDULE

<u>Design Engineering</u>	
Preliminary Engineering	20,000.00
Topographic Survey	67,000.00
Design Details	12,000.00
Specifications	23,000.00
Bid Engineering	3,000.00
Project Administration	<u>33,000.00</u>
Total Design Engineering Fee	\$ 158,000.00
<u>Construction Engineering</u>	
Construction Staking	50,000.00
Construction Inspection	78,000.00
Quantity Measurement	16,000.00
Resident Follow-Up/Project Admin.	<u>37,000.00</u>
Total Construction Engineering Fee	\$ 181,000.00
Total Fee, Design and Construction	\$ 339,000.00

Village Board Agenda Memo

Date: 06/21/2016

To: President and Board of Trustees

From: Brendan McLaughlin, Public Works Director *BJM*
Julia Cedillo, Village Manager

RE: 2016 Road Paving Program

PURPOSE: Staff is seeking the Village Board's approval to reject the lowest bid and award a contract for the 2016 Road Paving Program to GA Paving LLC in an amount not to exceed \$2,123,425.00, plus a five percent contingency for unforeseen conditions.

GENERAL BACKGROUND: The Road Bond Fund will be financed with the proceeds from a \$10 million bond issuance approved by referendum in March 2016. This year's budget includes \$2,140,000 for 2016 repaving projects. The following 21 blocks were selected for completion this year:

- Alima –30th Street to 26th Street
- Ashland –Brewster Avenue to Woodlawn Avenue
- Brewster Lane –La Grange Road to east terminus (aligns with Elmwood)
- Catherine – Richmond Avenue to Harding Avenue
- Kensington – Richmond Avenue to Oak Avenue
- Newberry – 30th Street to 26th Street
- Ostrander – 31st Street to 26th Street
- Spring – Richmond Avenue to Woodlawn Avenue
- Stone – Richmond Avenue to Woodlawn Avenue
- Waiola – Richmond Avenue to Woodlawn Avenue

Hancock Engineering prepared the necessary bid specifications and the bid opening was held on June 7, 2016. The low bidder was A-Lamp Concrete Contractors in the amount of \$2,121,711.00. At the Work Session on June 14th the Village Board determined that A-Lamp is not the lowest responsible bidder. As a result, it is recommended the paving contract be awarded to GA Paving LLC in an amount not to exceed \$2,123,425.00, plus a five percent contingency for unforeseen conditions.

STAFF RECOMMENDATION: Staff recommends rejection of the low bid and approval of a contract with GA Paving LLC at the June 28th Village Board Meeting.

MOTION/ACTION REQUESTED: Motion to 1) reject the lowest bid from A. Lamp based upon the Board's concerns about A. Lamp's improper payroll practices and problems with company management, which may adversely affect A. Lamp's ability to properly administer payroll and complete roadwork in a timely manner; and 2) to award a contract to GA Paving, the next lowest bidder in the amount of \$2,123,425 plus a five percent contingency.

DOCUMENTATION:

- Recommendation Letter and Bid Results from Hancock Engineering dated June 8, 2016.

Village Board Agenda Memo

Date: June 14, 2016
To: President Discipio and Board of Trustees
From: Julia Cedillo, Village Manager 
Brendan McLaughlin, Director of Public Works
Re: **2016 Road Paving Program – Updated Recommendation and Motion**

PURPOSE

The purpose of this memo is to inform the Village Board that staff is rescinding its recommendation to select A.Lamp as the lowest responsible bidder.

BACKGROUND

Subsequent to the preparation of the agenda packet, staff continued to research the claims against A. Lamp's employees and consider the potential impacts to the Village of La Grange Park.

As a result, staff does not believe A. Lamp Concrete Contractors, Inc. ("A.Lamp") should be determined the lowest responsible bidder for several reasons:

- A. One of A. Lamp's owners and a superintendent have been charged with failing to pay union wage rates, falsifying payroll records, submitting false contribution reports, and collecting cash kickbacks from laborers for past unpaid wage settlements.
- B. Bid documents require that the Contractor "has and will comply with the Prevailing Wage Act." The federal indictment references a 2011 civil lawsuit and settlement agreement relating to violations of the Prevailing Wage Act in which A. Lamp agreed to pay employees \$545,357 to satisfy unpaid wage claims.
- C. Timing of construction is critical to road completion and staff is concerned that A. Lamp may not be positioned to complete the work.
- D. The work for the 2016 road program is funded through bonds which were structured in adherence with IRS rules requiring the Village to reasonably expect to complete 85% of the work in three years.
- E. The reputation of the Village may be diminished by associating with a contractor whose former owner and employees are facing federal mail fraud and wage payment violation charges.

Due to these concerns, staff rescinds its previous recommendation that A. Lamp be chosen as the lowest responsible bidder. Staff recommends that the Village Board reject the lowest bid from A. Lamp on the basis that it is not the lowest responsible bidder and instead, consider approval of a contract with GA Paving, the next lowest bidder. Paul Flood of Hancock Engineering is confident in GA Paving's ability to perform the work. Staff will work to ensure that project management is optimal for work completed by GA Paving for the 2016 Road Program.

ACTION REQUESTED

This item is for discussion at the June 14th Work Session. If there is Village Board consensus, it will be placed on the consent agenda for the June 28th Meeting.

Motion to reject the lowest bid from A. Lamp on the basis that it is not the lowest responsible bidder for reasons previously stated, and instead, approve a contract with GA Paving, the next lowest bidder in the amount of \$2,123,425.00 plus a five percent contingency for unforeseen conditions, subject to bond issuance.

Village Board Agenda Memo

Date: 06/08/2016

To: President and Board of Trustees

From: Brendan McLaughlin, Public Works Director *BSM*
Julia Cedillo, Village Manager *[Signature]*

RE: 2016 Road Paving Program

PURPOSE: Staff is seeking the Board's approval to award a contract for the 2016 Road Paving Program to A-Lamp Concrete Contractors in an amount not to exceed \$2,121,711.00, plus a five percent contingency for unforeseen conditions, subject to Bond issuance.

GENERAL BACKGROUND:

The Road Bond Fund will be financed with the proceeds from a \$10 million bond issuance approved by referendum in March 2016. This year's budget includes \$2,140,000 for 2016 repaving projects. The following 21 blocks were selected for completion this year:

- Alima – 31st Street to 26th Street
- Ashland – Brewster Avenue to Woodlawn Avenue
- Brewster – La Grange Road to east terminus
- Catherine – Richmond Avenue to Harding Avenue
- Kensington – Richmond Avenue to Oak Avenue
- Newberry – 30th Street to 26th Street
- Ostrander – 30th Street to 26th Street
- Spring – Richmond Avenue to Woodlawn Avenue
- Stone – Richmond Avenue to Woodlawn Avenue
- Waiola – Richmond Avenue to Woodlawn Avenue

Hancock Engineering has prepared the necessary bid specifications and the bid opening was held on June 7, 2016. The low bidder is A-Lamp Concrete Contractors in the amount of \$2,121,711.00, which is \$245,884.00 or roughly 10 percent below the engineer's estimate of \$2,367,595.00. The bid results and recommendation are attached.

STAFF RECOMMENDATION:

Staff recommends selection of A-Lamp Concrete Construction and approval of the attached contract at the June 28th Village Board Meeting, subject to bond issuance.

MOTION/ACTION REQUESTED:

Motion to award a contract to the low bidder, A-Lamp Concrete Construction in the amount of \$2,121,711 plus a five percent contingency for unforeseen conditions, subject to bond issuance.

DOCUMENTATION:

- June 8, 2016 Recommendation Letter and Bid Results from Hancock Engineering
- Agreement for the Work to be Performed on the 2016 Street Paving Program



June 8, 2016

Mr. Brendan McLaughlin, Director of Public Works
Village of LaGrange Park
447 North Catherine Avenue
LaGrange Park, Illinois 60526

Re: 2016 Street Paving Program
Bid Opening Results

Dear Mr. McLaughlin:

Bids were received for the above referenced project on June 7, 2016. We offer the following comments and recommendations on the bid results.

The plans and specifications for the project were solicited from nine (9) contractors, and the Village received bids from eight (8) qualified companies. A summary of the bids received is as follows:

A-Lamp Concrete Contractors	\$ 2,121,711.00-*
GA Paving LLC	2,123,425.00-*
G & M Cement Construction, Inc.	2,216,941.50
J. A. Johnson Paving Co.	2,232,250.00
Davis Concrete Construction Co.	2,286,756.00
K-Five Construction Corporation	2,349,266.00
Brothers Asphalt Paving, Inc.	2,433,015.05
Triggi Construction, Inc.	2,488,121.50
Engineer's Estimate	\$ 2,411,095.00

The bids were checked and found to be in order with the exception of two (2) arithmetic errors (*). The lowest bidder, A-Lamp Concrete Contractors, is a local Chicago area contractor who has satisfactorily completed municipal projects in the Village and suburban area surrounding Chicago. Therefore, we recommend that the Village accept the bid proposal submitted by A-Lamp Concrete Contractors., in the amount of \$2,121,711.00.

BID TABULATION

BID DATE & TIME: Tuesday, June 7, 2016 @ 10:00 a.m.

PROJECT: 2016 Street Paving Program

k:/bidtabs/LAGRANGPK/16-089-2016 Street Paving

	QUANTITY	UNIT	ENGINEER'S ESTIMATE		A-LAMP CONCRETE		GA PAVING LLC		G & M CEMENT CONST, INC.		J A JOHNSON PAVING		DAVIS CONC CONST CO		K-FIVE CONST CORP		BROTHERS ASPHALT PAV		TRIGGI CONSTRUCTION, IN	
			UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1. Combination Curb and Gutter Removal	20,000	Ft	\$5.00	100,000.00	3.00	60,000.00	10.00	200,000.00	4.25	85,000.00	5.00	100,000.00	5.00	100,000.00	6.00	120,000.00	3.15	63,000.00	8.50	170,000.00
2. Sidewalk Removal	21,000	SqFt	2.00	42,000.00	1.10	23,100.00	1.50	31,500.00	1.00	21,000.00	1.20	25,200.00	1.20	25,200.00	2.00	42,000.00	1.05	22,050.00	1.75	36,750.00
3. Driveway Pavement Removal	3,800	SqYd	12.00	45,600.00	11.00	41,800.00	12.00	45,600.00	10.00	38,000.00	11.00	41,800.00	11.00	41,800.00	12.00	45,600.00	6.30	23,940.00	13.50	51,300.00
4. Pavement Removal	1,260	SqYd	12.00	15,120.00	12.00	15,120.00	12.00	15,120.00	10.00	12,600.00	14.00	17,640.00	14.00	17,640.00	15.00	18,900.00	15.75	19,845.00	15.00	18,900.00
5. HMA Surface Removal (Var Depth)	44,000	SqYd	4.00	176,000.00	3.00	132,000.00	2.45	107,800.00	2.50	110,000.00	3.00	132,000.00	2.50	110,000.00	4.00	176,000.00	2.25	99,000.00	3.35	147,400.00
6. 8" Dia., PVC Comb Sewer Pipe Replacement	40	Ft	200.00	8,000.00	150.00	6,000.00	320.00	12,800.00	320.00	12,800.00	320.00	12,800.00	380.00	15,200.00	350.00	14,000.00	288.75	11,550.00	275.00	11,000.00
7. 10" Dia., PVC Comb Sewer Pipe Replacement	40	Ft	250.00	10,000.00	180.00	6,400.00	450.00	18,000.00	450.00	18,000.00	450.00	18,000.00	390.00	15,600.00	500.00	20,000.00	487.25	18,690.00	445.00	17,800.00
8. 12" Dia., PVC Comb Sewer Pipe Replacement	165	Ft	300.00	49,500.00	200.00	33,000.00	600.00	99,000.00	700.00	115,500.00	600.00	99,000.00	480.00	75,900.00	750.00	123,750.00	609.00	100,485.00	580.00	95,700.00
9. 15" Dia., PVC Comb Sewer Pipe Replacement	100	Ft	350.00	35,000.00	200.00	20,000.00	350.00	35,000.00	350.00	35,000.00	350.00	35,000.00	435.00	43,500.00	400.00	40,000.00	404.25	40,425.00	385.00	38,500.00
10. 8"x6" PVC Sewer Service Connections	5	Each	400.00	2,000.00	1,200.00	6,000.00	680.00	3,400.00	800.00	4,000.00	800.00	4,000.00	1,500.00	7,500.00	900.00	4,500.00	1,113.00	5,565.00	1,060.00	5,300.00
11. 10"x6" PVC Sewer Service Connections	5	Each	450.00	2,250.00	1,400.00	7,000.00	700.00	3,500.00	800.00	4,000.00	850.00	4,250.00	1,850.00	9,250.00	950.00	4,750.00	1,764.00	8,820.00	1,680.00	8,400.00
12. 12"x6" PVC Sewer Service Connections	5	Each	550.00	2,750.00	1,500.00	7,500.00	750.00	3,750.00	900.00	4,500.00	900.00	4,500.00	1,940.00	9,700.00	1,000.00	5,000.00	1,974.00	9,870.00	1,880.00	9,400.00
13. 15"x6" PVC Sewer Service Connections	5	Each	650.00	3,250.00	1,600.00	8,000.00	780.00	3,900.00	1,000.00	5,000.00	950.00	4,750.00	2,000.00	10,000.00	1,050.00	5,250.00	2,625.00	13,125.00	2,500.00	12,500.00
14. 6" Dia., PVC Sanitary Sewer Service Pipe	100	Ft	20.00	2,000.00	30.00	3,000.00	45.00	4,500.00	10.00	1,000.00	50.00	5,000.00	123.00	12,300.00	55.00	5,500.00	5.25	525.00	5.00	500.00
15. Trench Backfill	600	CuYd	30.00	18,000.00	35.00	21,000.00	28.00	16,800.00	10.00	6,000.00	25.00	15,000.00	35.00	21,000.00	25.00	15,000.00	18.90	11,340.00	18.00	10,800.00
16. Inlet, Ty A, Ty 1 Frame, Open Lid	5	Each	1,500.00	7,500.00	1,350.00	6,750.00	1,500.00	7,500.00	1,500.00	7,500.00	1,500.00	7,500.00	1,800.00	9,000.00	1,600.00	8,000.00	1,496.25	7,481.25	1,425.00	7,125.00
17. Restricted Depth C/B, 4' Dia, Ty1 Fr, Open Lid	1	Each	3,500.00	3,500.00	2,500.00	2,500.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	3,450.00	3,450.00	6,000.00	6,000.00	4,147.50	4,147.50	3,950.00	3,950.00
18. Standard Valve Vault, 4' Dia	2	Each	3,000.00	6,000.00	2,350.00	4,700.00	4,600.00	9,200.00	4,800.00	9,600.00	4,800.00	9,600.00	4,200.00	8,400.00	5,500.00	11,000.00	3,150.00	6,300.00	3,000.00	6,000.00
19. Frames and Lids to be Adjusted	190	Each	350.00	66,500.00	300.00	57,000.00	350.00	66,500.00	250.00	47,500.00	400.00	78,000.00	350.00	66,500.00	425.00	80,750.00	350.00	66,500.00	300.00	57,000.00
20. Structures to be Reconstructed	40	Each	1,500.00	60,000.00	950.00	38,000.00	1,000.00	40,000.00	1,512.00	60,480.00	1,000.00	40,000.00	1,580.00	62,400.00	1,100.00	44,000.00	2,047.50	81,900.00	1,950.00	78,000.00
21. Frames and Lids, Ty 1	65	Each	350.00	22,750.00	350.00	22,750.00	300.00	19,500.00	280.00	16,900.00	300.00	19,500.00	280.00	18,200.00	325.00	21,125.00	325.00	21,125.00	300.00	18,500.00
22. Water Serv Boxes & Valve Boxes to be Adjusted	10	Each	150.00	1,500.00	150.00	1,500.00	80.00	800.00	100.00	1,000.00	100.00	1,000.00	200.00	2,000.00	150.00	1,500.00	157.50	1,575.00	125.00	1,250.00
23. Combination Curb and Gutter, Ty B-6.12 (Mod)	20,000	Ft	18.00	360,000.00	18.50	370,000.00	14.00	280,000.00	21.18	423,600.00	19.00	380,000.00	19.00	380,000.00	21.50	430,000.00	19.42	388,400.00	24.50	490,000.00
24. PCC Sidewalk, 5"	21,000	SqFt	5.50	115,500.00	5.10	107,100.00	4.40	92,400.00	5.45	114,450.00	4.40	92,400.00	4.40	92,400.00	4.50	94,500.00	5.25	110,250.00	5.00	105,000.00
25. Detectable Warnings	1,850	SqFt	25.00	46,250.00	30.00	55,500.00	17.00	31,450.00	15.00	27,750.00	15.00	27,750.00	15.00	27,750.00	15.00	27,750.00	38.85	71,872.50	20.00	37,000.00
26. PCC Driveway Pavement, 7"	3,600	SqYd	50.00	180,000.00	45.00	162,000.00	47.00	169,200.00	41.00	147,600.00	45.50	163,800.00	47.50	171,000.00	45.50	163,800.00	52.50	189,000.00	45.00	162,000.00
27. PCC Pavement, 8"	60	SqYd	55.00	3,300.00	60.00	3,600.00	65.00	3,900.00	60.00	3,600.00	50.00	3,000.00	50.00	3,000.00	50.00	3,000.00	68.25	4,095.00	50.00	3,000.00
28. Protective Coat	10,500	SqYd	1.50	15,750.00	0.20	2,100.00	0.15	1,575.00	0.01	105.00	0.10	1,050.00	0.10	1,050.00	0.10	1,050.00	1.05	11,025.00	0.01	105.00
29. PCC Base Course, 8"	1,200	SqYd	50.00	60,000.00	40.00	48,000.00	43.00	51,600.00	30.00	36,000.00	41.00	49,200.00	41.00	49,200.00	41.00	49,200.00	56.70	68,040.00	40.00	48,000.00
30. Deformed Tie Bars	500	Each	8.00	4,000.00	10.00	5,000.00	5.40	2,700.00	1.00	500.00	5.40	2,700.00	5.40	2,700.00	5.50	2,750.00	7.88	3,940.00	4.50	2,250.00
31. Reset Brick Pavers	350	SqFt	15.00	5,250.00	15.00	5,250.00	10.00	3,500.00	12.00	4,200.00	13.50	4,725.00	15.00	5,250.00	10.00	3,500.00	30.00	10,500.00	15.00	5,250.00
32. Incidental Hot-Mix Asphalt Surfacing	200	SqYd	65.00	13,000.00	35.00	7,000.00	2.50	500.00	30.00	6,000.00	41.00	8,200.00	2.50	500.00	45.00	9,000.00	30.00	6,000.00	45.00	9,000.00
33. Class 'D' Patches, Ty II, 6"	1,200	SqYd	55.00	66,000.00	50.00	60,000.00	25.00	30,000.00	34.00	40,800.00	10.00	12,000.00	29.00	34,800.00	35.00	42,000.00	40.00	48,000.00	46.50	55,800.00
34. Class 'D' Patches, Ty IV, 6"	1,200	SqYd	50.00	60,000.00	43.00	51,600.00	28.00	31,200.00	30.00	36,000.00	10.00	12,000.00	29.00	34,800.00	32.00	38,400.00	40.00	48,000.00	45.50	54,600.00
35. Class 'D' Patches, Ty III, 6"	1,200	SqYd	50.00	60,000.00	40.00	48,000.00	31.00	37,200.00	30.00	36,000.00	10.00	12,000.00	31.00	37,200.00	30.00	36,000.00	40.00	48,000.00	43.00	51,600.00
36. Bituminous Materials (Tack Coat)	29,100	Pound	0.75	21,825.00	0.01	291.00	0.30	8,730.00	0.01	291.00	0.01	291.00	0.01	291.00	0.01	291.00	0.38	11,058.00	0.01	291.00
37. Leveling Binder (Machine Method), N50	2,100	Ton	80.00	168,000.00	73.00	153,300.00	65.00	136,500.00	75.65	158,885.00	65.50	137,550.00	65.25	137,025.00	63.00	132,300.00	75.65	158,885.00	63.00	132,300.00
38. HMA Surface Course, Mix "D", N50	5,100	Ton	75.00	382,500.00	73.00	372,300.00	63.00	321,300.00	73.00	372,300.00	72.75	371,025.00	64.50	328,950.00	70.00	357,000.00	69.95	356,745.00	70.00	357,000.00
39. Topsoil Placement, 3"	10,000	SqYd	5.00	50,000.00	1.00	10,000.00	3.00	30,000.00	3.50	35,000.00	4.50	45,000.00	2.00	20,000.00	4.00	40,000.00	6.50	65,000.00	2.00	20,000.00
40. Sodding	10,000	SqYd	7.00	70,000.00	4.00	40,000.00	8.00	80,000.00	7.00	70,000.00	8.00	80,000.00	6.00	60,000.00	6.00	60,000.00	13.25	132,500.00	10.00	100,000.00
41. Supplemental Watering	50	Unit	10.00	500.00	1.00	50.00	50.00	2,500.00	0.01	0.50	65.00	3,250.00	48.00	2,300.00	60.00	3,000.00	60.00	3,000.00	0.01	0.50
42. Traffic Control and Protection, Standard 701501	1	LS	40,000.00	40,000.00	7,500.00	7,500.00	25,000.00	25,000.00	82,500.00	82,500.00	148,689.00	148,689.00	107,000.00	107,000.00	43,000.00	43,000.00	60,000.00	60,000.00	47,750.00	47,750.00
43. Traffic Control and Protection, Standard 701801	1	LS	10,000.00	10,000.00	90,000.00	90,000.00	25,000.00	25,000.00</												

AGREEMENT

FOR WORK TO BE PERFORMED ON THE

2016 STREET PAVING PROGRAM

VILLAGE OF LAGRANGE PARK, ILLINOIS

THIS Agreement for Work to be performed on the 2016 Street Paving Program (hereinafter referred to as "PROJECT") is made and entered into this ___ day of _____, 2016 by and between the VILLAGE OF LAGRANGE PARK, an Illinois Municipal Corporation, having its office located at 447 N. Catherine Avenue, LaGrange Park, Illinois 60526, Telephone Number: (708) 354-0225 (hereinafter referred to as "VILLAGE") and ALAMP CONCRETE CONTRACTORS INC., an Illinois Corporation, having its office located at 1900 Wright Boulevard, Schaumburg, Illinois 60193, Telephone Number: (847) 891-6000 (hereinafter referred to as "CONTRACTOR").

Witnesseth THAT; in consideration of these premises and of the mutual covenants herein set forth, the CONTRACTOR and the VILLAGE agree as follows:

1. SCOPE OF WORK: The CONTRACTOR shall furnish all labor, material, and equipment necessary for the construction of the PROJECT as set forth in any clarifications or addendums, the Project Specifications and Bidding Documents, as shown, described, and enumerated in the following document(s):

- A. Specifications and Bidding Documents for the 2016 Street Paving Program, Village of LaGrange Park, Illinois, attached hereto, made a part hereof and designated as Exhibit "A" .

2. TIME OF COMPLETION: The Work to be performed under this Agreement shall commence as provided in the Proposal section of the Specifications and Bidding Documents (Exhibit "A") with a completion of work by October 28, 2016, unless additional time shall be granted by the Owner in accordance with the provisions of the Specifications.

3. PAYMENT FOR WORK: For the performance of the Work, CONTRACTOR shall be paid in cash at the unit prices as set forth in the Proposal section of the Specifications and Bidding Documents (Exhibit "A"). The parties estimate the total Contract Amount of \$2,121,711.00, subject to additions or deletions of items of Work by the VILLAGE and actual final measurements of the Work by CONTRACTOR. The parties shall fix the Contract Amount in writing prior to CONTRACTOR's commencement of the Work, and in no event shall the Contract Amount exceed \$2,121,711.00 without the prior written consent of VILLAGE.

4. **ACCEPTANCE OF THE WORK:** Upon receipt of a written notice from the CONTRACTOR that all Work has been completed and is ready for final inspection, the VILLAGE shall schedule and conduct a final inspection, accompanied by the CONTRACTOR, of all Work performed to determine the completion of the contract and acceptability of the Work. Deficiencies found in the Work shall be corrected by the CONTRACTOR prior to the VILLAGE's issuance of the final payment for all Work completed.

Preceding the final payment to the CONTRACTOR, the CONTRACTOR shall furnish sufficient satisfactory evidence to the VILLAGE that all payrolls, bills for materials, and all other indebtednesses due on account of the Work having been performed, have been paid.

5. **BOND AND INSURANCE COVERAGES:** Before commencing any of the Work to be provided for herein and within five (5) days after the date of execution of this Agreement by the VILLAGE, the CONTRACTOR shall furnish the VILLAGE with the required bonds and insurance coverages specified in the Specifications and Bidding Documents (Exhibit "A").

6. **PRIORITY:** In the event of a conflict in the Specifications and Bidding Documents with this Agreement, the provisions of this Agreement shall prevail.

7. **REGULATIONS:** The CONTRACTOR agrees to comply with all Federal and State statutes, rules, and regulations relating to Fair Employment Practices, wage minimums, and other requirements for public projects.

The CONTRACTOR certifies to not being barred from public contracting under the provisions of 720 ILCS 5/33E-3 and 33E-4.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in triplicate by their respective officers, pursuant to due and proper authorization, on the day and year first above written.

A LAMP CONCRETE CONTRACTORS, INC.,
an Illinois Corporation

(SEAL)

By: _____

Title: Adele Lampignano, President

Attest:

By: _____

Title: _____

VILLAGE OF LAGRANGE PARK,
an Illinois Municipal Corporation

By: _____
Julia Cedillo

Title: Village Manager

Attest:

By: _____
Deanne Curelo

Title: Deputy Village Clerk

(SEAL)



Village of Roses

SPECIFICATIONS and BIDDING DOCUMENTS

VILLAGE OF LAGRANGE PARK

FOR THE

2016 STREET PAVING PROGRAM

JUNE 2016

**Due to the size of this document,
only a portion is being provided;
please contact Brendan if you would
like to view the entire document**

Edwin Hancock Engineering Co.
9933 Roosevelt Road, Westchester, IL 60154
708-865-0300; 708-865-1212 FAX

Village Board Agenda Memo

Date: 6/8/16
To: President and Board of Trustees
From: Brendan McLaughlin, Public Works Director *BJM*
Julia Cedillo, Village Manager *JCS*
RE: Authorize Rental of Vactor

PURPOSE: To request the authorization to rent a Vactor from Standard Equipment for 30 days.

GENERAL BACKGROUND:

The Village of La Grange Park does not own a Vactor. This piece of equipment is used for cleaning catch basins and sewer lines. In recent years, the Village has contracted out the cleaning of catch basins once or twice per year and only where we are having problems with standing water on the roadway. It is an expensive proposition and only allows us to clean ten or twelve catch basins on a given day as the truck has nowhere to dump and we pay for travel time to and from La Grange Park. As a result, many of our catch basins have not been cleaned in years. DPW would like to undertake the cleaning of one quarter to a third of the village catch basins this summer using a rented vactor and village staff. As the cost for rental exceeds \$10,000, Board approval is needed.

Vactor rental rates are as follows:

\$1,670 per day
\$4,755 per week, or
\$12,850 per month

DPW staff recommends going with the monthly rental as it is the most cost effective. \$50,000 is budgeted in the FY 16/17 Budget for cleaning and televising sewers.

MOTION/ACTION REQUESTED:

Motion authorizing the rental of a Vactor from Standard Equipment for a period of 30 days in the amount of \$12,850.

STAFF RECOMMENDATION:

Staff recommends approval at the June 28th Village Board Meeting.

DOCUMENTATION:

- Standard Equipment Company Lease Agreement (being finalized and to be distributed prior to the Village Board Meeting)

VACTOR **2100**
Plus



VACTOR
WORK ASSURED

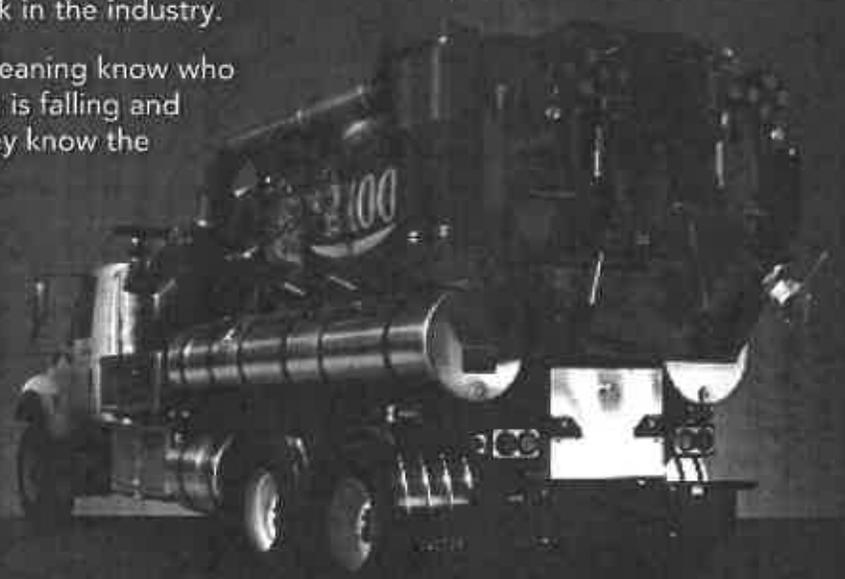
The Proven Leader



Vactor
celebrates
over
45 years
as your
powerful
sewer cleaning
partner.

For nearly 50 years, Vactor[®] Manufacturing has been the leader in building combination sewer cleaners with technological innovation and customized design. The latest series, the Vactor 2100 Plus continues to set the bar in the industry. Vactor however, is much more than a provider of equipment. We deliver solutions – doing whatever it takes to efficiently maintain and clean sewers. We search for new ways to make the job safer, easier and more efficient from beginning to end. That relentless search is what lead us to develop the Vactor 2100 Plus. Whether it's a centrifugal compressor (fan) or positive displacement (PD) model, every Vactor 2100 Plus is built to your exact needs with quality tested components and backed by the most experience dealer network in the industry.

Those who know sewer cleaning know who to count on when the rain is falling and the waters are rising. They know the proven leader, Vactor.



CUSTOMIZED SOLUTIONS

- Vactor is one of a handful of companies to offer both PD and fan platforms.
- Once our team helps you select the platform is right for you, your Vactor will be built to provide a solution tailored to you.
- Our exclusive Modul-Flex design process allows us to configure the unit modules to your specific needs, including optional features

POWERFUL SUPPORT

- Available during the entire life of the product, Vactor offers a facility dedicated to training you and your team on the usage of your Vactor equipment.
- With your new Vactor comes an entire team of factory-trained service experts to ensure the very best in maintenance and repair for absolute peace of mind.

UNMATCHED QUALITY

- We introduced the 2100 Series over 25 years ago, which continues to set the standard in the industry today.
- Vactor products are painted prior to the assembly process, tested to ensure quality and proudly assembled in the U.S.A. using only the finest materials.
- Vactor is an ISO 9001 certified company.

VACTOR **2100**
Plus

MAKING THE BEST EVEN BETTER.

JETRODDER® WATER PUMP UNIQUELY DESIGNED FOR SEWER CLEANING

Designed specifically to clean sewers, our exclusive JetRodder water pump utilizes a slow pump stroke to deliver maximum, continuous flow and pressure with minimal wear. This jackhammer action provides optimal cleaning capability, and since the pump is hydraulic and features a single piston, no belts or other breakdown-prone components are required. If any maintenance is needed, however, its side-mounted position allows for easy access.

EXCLUSIVE INTELLIVIEW® ELECTRONIC CONTROL & MONITORING SYSTEM

The 2100 Plus electrical system comes together at the exclusive Intelliview display conveniently located at the front hose reel. The Vactor Intelliview system with an easy-to-read screen makes operation and monitoring easier than ever. Not only can it display parameters such as water flow, pressure, and hose footage deployed in real time, it can display critical engine parameters and hours logged on blower/fan, pto's and water pump. Knowing what the machine is doing leads to a more efficient and productive solution. There are multiple layers of redundant interlocks to ensure protection of people and machine. The system also validates proper sequencing of functions in order to prevent misuse of the machine. The subsystem and input/output diagnostics built into the system make troubleshooting issues simple and intuitive.

SMARTER SYSTEMS FOR BETTER PERFORMANCE

As the industry innovator, Vactor 2100 Plus features a host of advanced systems that not only offer better performance, but also operate more efficiently. For instance, our exclusive multi-flow system allows you to set flow at a lower rpm, which results in better fuel efficiency without sacrificing performance. In addition, details such as a lighter, more balanced fan design (fan model) allow for superior airflow and increased vacuum pressure, while a revamped air-routing and filtration system make getting the job done faster, safer and more productively.

VACTOR **2100**
Plus

SMARTER, TOUGHER AND MORE EFFICIENT. FROM FRONT TO BACK.



Conveniently Located JetRodder Water Pump



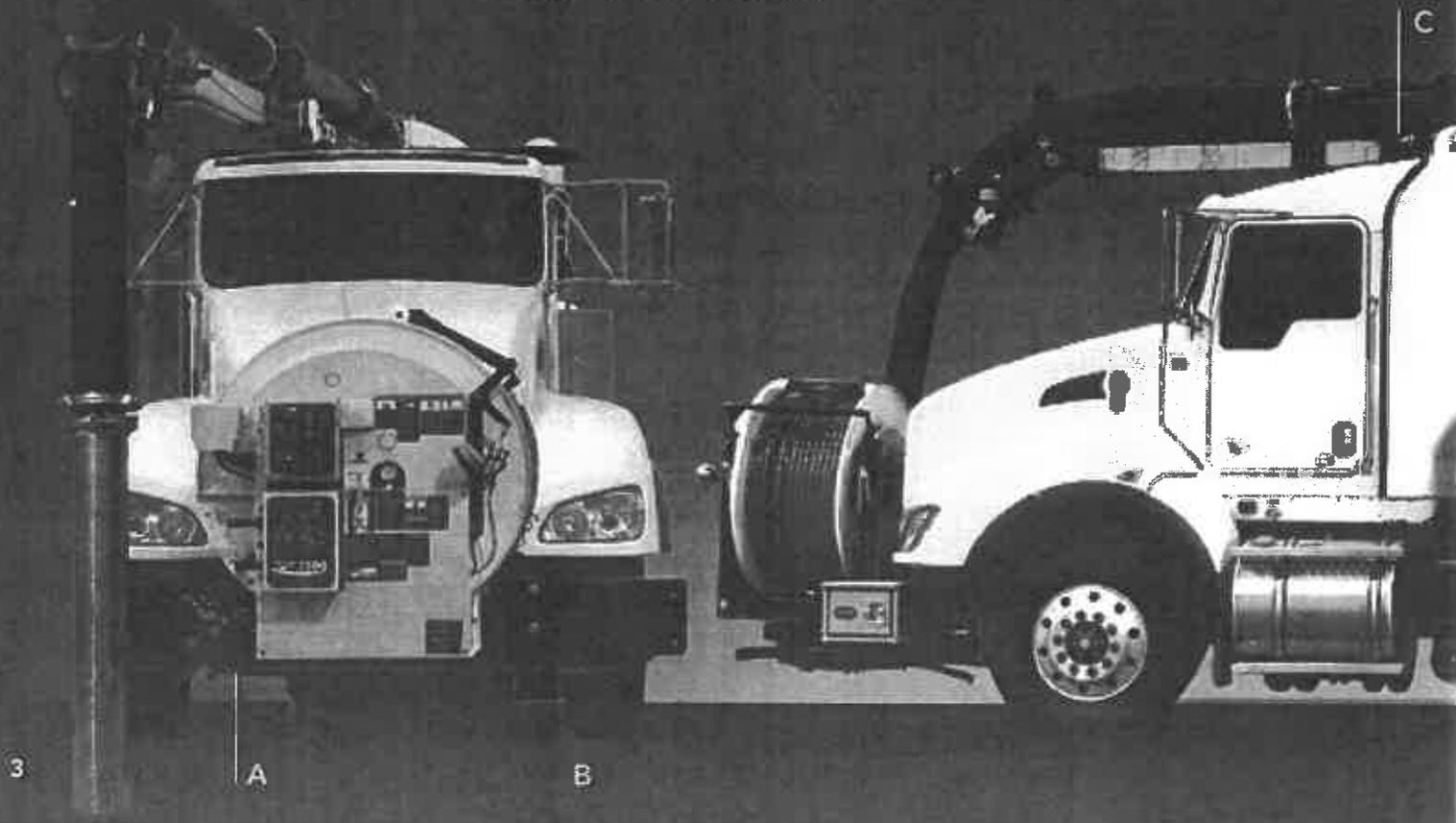
Exclusive Twist-And-Lock Pipe Storage



Standard 60 Inch High Dump

- A. The operator's comfort and safety have been considered every step of the way. Functions such as e-stops which bring the unit to a safe condition, protect both the operator and equipment. E-stops are located at all operator control points on the unit. The quieter single engine design, JetRodder water pump system, high ground clearance, lower water fill point, and twist-and-lock pipe restraints all enhance the overall operator experience. Standard features such as adjustable hose reel pay-in/pay-out speed and exclusive Intelliview display add to the productivity and efficiency.
- B. The hose reel, nozzle storage*, tool boxes* and controls are all located at the front of the unit for quicker access, increasing productivity and safety. The hose reel can telescope up to 15 inches forward and rotate up to 270 degrees to allow for optimal hose reel positioning without moving the truck.
- C. Rotating up to 180 degrees, our fully hydraulic boom allows you to place the vacuum hose in hard-to-reach areas.
- D. Designed for easy access, our optional fold down pipe racks with patented** twist-and-lock pipe restraints offer hassle-free pipe storage.
- E. Depending on your specific needs, Vactor offers both centrifugal compressor (Fan) (shown below) and positive displacement (PD) models.
- F. Allowing you to attack the toughest jobs, the standard multi flow adjustable water pump control system allows the operator to match flow and pressure to the job requirements. Even at the lowest flows, the pump can produce without blowing over a relief valve like other water systems. This results in less energy consumption which translates into lower fuel bills.

See page 5 for more information on each model.



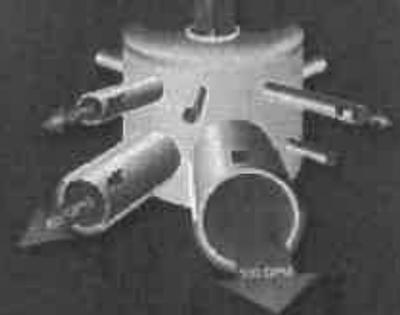
G. The water fill is located at a lower height, making filling the tanks easier and quicker. And even though our exclusive aluminum water tanks are constructed to resist corrosion and cracking for up to 10 years, its modular design allows for fast replacements – getting you back on the job as quickly as possible.

H. Our unique debris body design shields the operator from potential contamination and allows maximum separation of materials in a variety of payload offerings.

~ The float balls are located at the rear of the body for industry-leading material separation and easy cleaning during dumping.

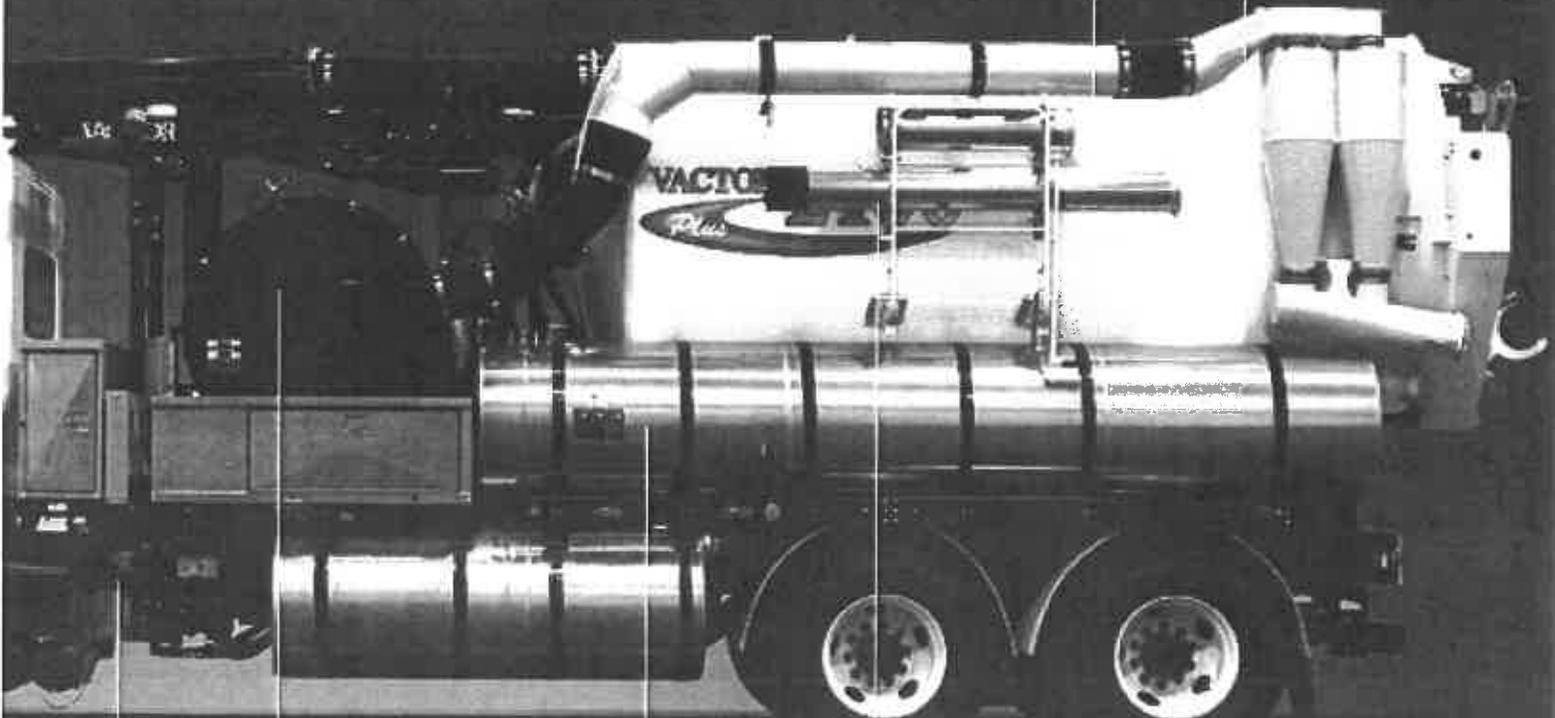
I. To accommodate the increase in air-routing performance, Vactor's true centrifugal cyclones*, improve air filtration. Plus their rear location allows for easier clean-outs.

J. Standard 60 inch (1524 mm) high dump allows you to unload debris into roll-offs up to 5 feet (1.524 m) high without requiring a lift or ramp. Your cleanup crew can empty into containers on-site, which results in fewer vehicle trips, saving you time and fuel costs.



Multi-Flow System with E-Stops

H I J



F E G D

POSITIVE DISPLACEMENT (PD) MODEL

If your job requires pulling material long distances, positive displacement (PD) technology is more appropriate.



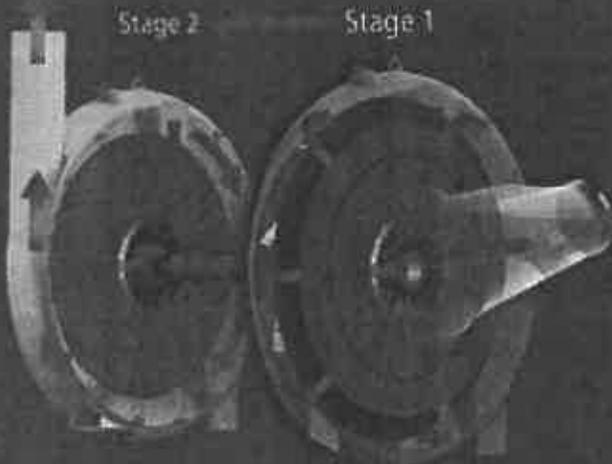
Vactor's PD blower is driven directly through a split shaft transfer case rated for 500 hp. With blower offerings providing inlet volumes in excess of 5000 CFM and 18 Hg vacuum, Vactor can provide the machine to tackle your deepest pulls.

The most productive of its kind, our multi-stage blower filtration system features dual air ports which maximize material separation in the debris body, stainless steel ball shutoffs to prevent liquid debris carryover, centrifugal cyclones to remove escaped particles and condensation, and stainless steel screen strainers to protect the blower from particles as small as 750 microns. Operators have convenient and quick access to the filter screens and quick release pins to remove the float ball screens. The cyclone dump chutes are at the rear of the unit, making the Vactor 2100 one of the most user-friendly combination units available.

SINGLE ENGINE, SINGLE OR DUAL STAGE FAN MODEL

For all around sanitary and storm sewer cleaning, Vactor's fan system may be the right choice. Whether equipped with a single or dual (for greater vacuum) fan system, the lightweight, perfectly balanced aluminum fan provides superior performance to meet your toughest jobs. The patented* fan(s) with chrome-hardened surfaces is contained inside a 1/4 inch (6.35 mm) spun steel housing providing an unmatched service life.

Like the PD model described above, the fan model features a single engine design that takes advantage of the unused power available in the chassis engine. A closed loop hydrostatic drive system powers Vactor's fan system. The unique patent pending control system minimizes energy consumption while maximizing performance.



SAME GREAT FAN SYSTEM, SINGLE ENGINE DESIGN:

SIMPLE – The front operator control panel has two selector switches for the fan drive: 1. Fan On/Off 2. Fan Mode: Low/Medium/High.

DURABLE – The hydrostatic drive components have been aggressively sized to maximize the life expectancy of the system. The fan drive system keeps the step-up transmission which results in a lower required hydraulic motor speed than competitive models (up to 6 times life expectancy when compared to competitive models – based on heavy use duty cycle).

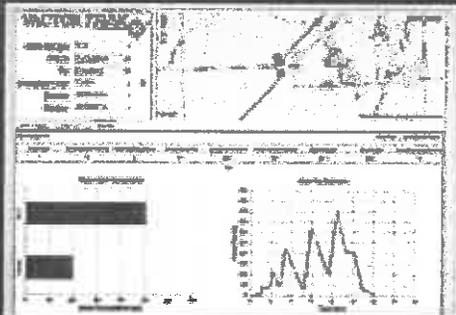
PERFORMANCE – Our hydrostatic system offers the advantage of constant torque, resulting in consistent fan performance when compared to competitors. This results in fan performance you have come to expect from Vactor.



OPTIONAL FEATURES

Over 100 precision-engineered productivity enhancements are available, including:

- Cold weather recirculation system
- Liquid debris pump-off system
- Debris flush-out system
- Fail-safe hydraulic door locking system
- Water tank capacity up to 1,500 gal (5,678 L)
- Pump delivery system up to 120 gpm
- Hose reel capacity up to 1,000 ft (305 m)
- Accumulator
- Dual-stage centrifugal compressor
- Dual boom controls
- Automatic hose level wind guide
- Armor Belt Series hoses



VectorTrak Remote Information System

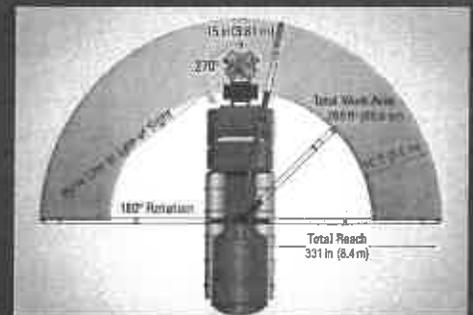


- Collects & transmits operational intelligence from sewer cleaner to secure website 24/7
- Reports virtually live on operations in the field
- Near real-time updates of job
- Tracks hours of operation, water consumption, distances of lines cleaned, vacuum utilization, fuel and more



Vector OEM Nozzles

- A complete line of penetrating, flushing, spinning and cutting nozzles deliver the right type of performance, all at an economical price
- Designed for a wide range of pipe diameters, run lengths, and applications
- Crafted from low-carbon work-hardened steel with a corrosion-resistant coating that is harder than stainless
- Interchangeable, wear-resistant tungsten carbide inserts yield a longer nozzle life



Boom Options

- The patented 5 x 5 boom** telescopes outward 5 ft (1.524 m) and allows the hose to move downward an additional 5 ft (1.524 m), providing dramatic increase in boom coverage and reducing tear down and set up time while cleaning
- The 10 ft (3.048 m) telescoping boom (tube-within-tube, box beam-within-box beam) extends up to 10 ft (3.048 m) without affecting the vertical position of the pick-up tubes while enhancing reach and productivity



Hydro-Excavation Kit

This valuable enhancement increases utilization of the equipment by providing a purpose-built hydro-excavation kit on the combination sewer cleaner. The owner then has the capability to safely excavate or locate without damaging buried utilities. Our factory-installed kit adheres to industry-accepted practices.



Wireless Belly Pack

- Allows extensive operation away from the fixed operator station
- Provides multiple control functions, including hose reel control, boom control, e-stop and more
- Expands the value field of the operator leading to increased productivity



Safety Warning Enhancements

Vector offers a wide range of safety warning enhancements from amber strobe lights to directional arrow boards, backup/side view cameras and more.

YOUR PARTNER
IN THE
PLANNING

YOUR PARTNER
IN THE
STREETS

YOUR PARTNER
INTO THE
FUTURE

Instead of one-size-fits-all solutions, we'll work with you to configure your Vector to meet your specific needs.



We're here to help you maintain your Vector and train your operators to ensure the job is done right.



Our dealers don't just sell you a Vector; they're here to answer your questions and get you back on the job as quickly as possible.

VECTOR **2100**
Plus

WARRANTY

The Vector 2100 series is warranted against defects in material or workmanship for a period of 12 months from the date of delivery to the original purchase, 2 years on the JetRodder water pump, 5 years on the centrifugal compressor and 10 years on the water tanks. Optional extended warranty packages are available. Consult your Vector dealer for complete warranty information.



vector.com

Specifications subject to change without notice. Some products shown with optional equipment. Vector, JetRodder and IntelliView are registered trademarks of Vector Manufacturing. Vector is a subsidiary of Federal Signal. Federal Signal is listed in the FTSE by the symbol FSS.

Effective Date 2/73 FVN 00107 © 2015 Vector Manufacturing

Vector Manufacturing, Inc. • 1621 South Illinois Street • Streator, IL 61364 U.S.A.

(815) 672-3171 Phone • (815) 672-2779 Fax



Lessor: Standard Equipment Company (hereinafter, "SEC" or "Lessor")	Lessee:
Address: 2033 West Walnut Street Chicago, IL 60612	Billing Address:
Phone: (800) 633-2997 Fax: (312) 829-6142	Use Address:
Email:	Email:
Date: (the "Effective Date")	Phone: Fax:

RENTED ITEM(S)

STOCK # _____	REPLACEMENT VALUE \$ _____		
CHASSIS INFO			
VIN	YEAR	MAKE	MODEL
BODY INFO			
SERIAL #	YEAR	MAKE	MODEL
EQUIPMENT RENTAL RATE(S)			
DAILY _____ WEEKLY _____ MONTHLY _____ (DAILY = 8HRS, WEEKLY = 40HRS, MONTHLY = 160HRS) \$200.00 PER HOUR CHARGED ABOVE USAGE SCHEDULE			
RENTAL PERIOD/TERM			
SCHEDULED COMMENCEMENT DATE: _____		SCHEDULED RETURN DATE: _____	
CHASSIS MILES: OUT _____ IN _____ / CHASSIS HOURS: OUT _____ IN _____		AUXILIARY HOURS: OUT _____ IN _____	
RENTAL RATE (UPON RETURN)			
RATE: _____	FREIGHT: _____	HRS EXCEEDING USAGE SCHEDULE: _____ X \$200.00	TOTAL: \$ _____

P.O. # _____

RENTAL TERM: Lessee has requested the Rented Item(s) on the "Scheduled Commencement Date" set forth above. The Rental Term will begin on the "Actual Commencement Date" (defined below), and will continue until the "Termination Date" as provided in Section 2 of the following Terms and Conditions of Rental Contract (the "Terms and Conditions"). If no Scheduled Return Date is included above, the rental will be deemed "at-will" and will continue without interruption until either party notifies the other of termination (subject however, to the following Terms and Conditions).

TERMS: Unless otherwise agreed by SEC, all estimated charges for each Rental Term (collectively, "Prepayments") are due prior to SEC's release of the Rented Item(s) to Lessee (it being understood that no such Prepayment will be deemed a limit of the Lessee's liability under this Contract).

COMMENCEMENT: SEC will make the Rented Item(s) available to Lessee at SEC's place of business on the later of: (a) the Scheduled Commencement Date; or (b) the date Lessee delivers to SEC any and all: (i) Prepayment(s) referenced herein, and (ii) insurance certificates and/or endorsements Lessor requires ("Proof of Insurance"), evidencing Lessee's provision of the insurance required under the terms of Section 18 of the following Terms and Conditions (the "Actual Commencement Date"). For the avoidance of doubt: (a) the Actual Commencement Date will occur on the date of actual release of the subject Rented Item(s) by Lessor to Lessee; and (b) this Contract shall not be binding upon Lessor until Lessor's receipt and acceptance of all required Prepayments and Proof of Insurance.

EXTENSIONS: This Contract is NOT automatically renewable and will expire at the end of the above referenced Rental Period, unless extended in writing by SEC as provided in the following Terms and Conditions.

BY SIGNING BELOW, YOU IRREVOCABLY AND UNCONDITIONALLY AUTHORIZE STANDARD EQUIPMENT COMPANY ("SEC") TO CHARGE ALL AMOUNTS DUE AND COMING DUE UNDER THIS RENTAL CONTRACT TO ANY AND ALL CREDIT OR DEBIT CARD(S) YOU PROVIDE. This is a legally binding Contract. Important Terms appear on the Reverse Side or following page(s), including SEC's disclaimer, as well as the Lessee's waiver, of all liability for personal injuries and property damage, and details of the Lessee's obligations, as well as any Instructions and/or Addenda included herewith. ANY DIFFERENT OR ADDITIONAL TERMS (INCLUDING ANY HANDWRITTEN MODIFICATIONS), WHETHER ORAL OR WRITTEN, ARE HEREBY OBJECTED TO, AND SHALL NOT BE ENFORCEABLE AGAINST SEC, UNLESS SEPARATELY (AND SPECIFICALLY) APPROVED IN WRITING BY SEC. IMPORTANT. PLEASE READ CAREFULLY BEFORE SIGNING: You, for yourself and for the "Lessee," acknowledge and agree that you have carefully reviewed, fully understand, and agree to all of the terms and conditions set forth on this **Page 1, and on page(s) 2-5** of this Contract, and that you have received a complete and legible copy of this Contract and all addenda (if any) hereto.

USER(S) / DRIVERS: The following person(s) is/are the sole Authorized User(s)/Driver(s) of the Rented Item(s):

Name: _____ CDL #: _____

Name: _____ CDL #: _____

SIGNATURE OF / FOR LESSEE / GUARANTOR:

X _____

Name (Printed): _____

Date: _____

TERMS AND CONDITIONS OF RENTAL CONTRACT

1. **DEFINITIONS:** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lessee identified on Page 1 of this Contract (hereinafter, "Lessee," "you" and "your") and Standard Equipment Company (hereinafter, "SEC," "we," "us" and "our") agree as follows: As used herein, "Page 1" refers to the first page or "face" of this Contract; "Contract" refers to Page 1, together with these Terms and Conditions of Rental Contract, "Rented Item(s)" or "Item(s)" means the item(s) rented and/or sold (as applicable) to you, as identified on Page 1; "Site" means the "Use" address set forth on Page 1.

2. **RENTAL:** You agree to rent from SEC, and SEC agrees to rent to you, the Rented Item(s) on the terms set forth in this Contract, beginning on the Actual Commencement Date (as defined on Page 1), and ending on the earlier to occur of: (a) the date/time the Rented Item(s) is/are returned to and accepted by SEC as being in the "Required Return Condition" (defined in Section 7), or (b) the date/time SEC notifies you that your rental period has ended, subject, however, to inspection and acceptance by SEC as provided in Section 3 below (the "Termination Date") (the period from the Actual Commencement Date until the Termination Date being referred to herein as the "Term"). Upon expiration of the Term, or upon earlier termination by Lessor as herein provided, you agree to return the Item(s) to Lessor in the condition required under the terms of Section 7, and Lessor shall be entitled to immediate possession of the Rented Item(s). Prior to returning the Rented Item(s) to Lessor, Lessee shall notify Lessor's Service Department to arrange for proper check in of equipment. Check-in will usually be completed within three (3) business days after the Rented Item(s) is/are returned to SEC, upon completion of which, SEC will notify Lessee of any damage, destruction or other discrepancy(ies) for which Lessee is liable. Lessee acknowledges and agrees that the aforementioned check-in period and procedure is/are reasonable and fair under the circumstances, and accordingly, immediately upon Lessee's receipt from SEC of written notice of any damage to or destruction of Rented Item(s) for which Lessee is liable hereunder, Lessee agrees to indemnify, defend and hold harmless SEC for, from and against any and all liabilities, claims, damages, costs and/or expenses arising from or associated with repairing and/or replacing such Rented Item(s).

3. **RENTAL CHARGES:** You agree to pay to SEC our stated rental rate(s) (the "Rent"), together with any other charges accruing hereunder, without proration, reduction or setoff, until all Rented Item(s) is/are returned to and accepted by SEC. Rent will be charged on the following basis during the Term: Up to 8 hours in any single calendar day = 1 day; 3 to 7 days = 1 week; and 21 to 28 days = 1 month), unless otherwise separately agreed in writing by SEC. All rental rates are for normal use of the Rented Item(s) on a single-shift basis during the Term, not exceeding 8 hours per day, 40 hours per week, and 160 hours per month, in accordance with the terms hereof and the "Instructions" described in Section 8 below. The Rent will be prorated on a daily basis for late returns, and overuse will be charged at the rate set forth on Page 1 (or if none, 150% of the stated Rental Rate). No allowance will be made for weekends, holidays, time in transit or any other period of nonuse. We have estimated the Rent based on your estimate of the length of the Term (the "Estimated Rent"). You agree: (a) to pay SEC: (i) the Rent specified on Page 1; and (ii) any additional amounts coming due hereunder (including without limitation, any additional charges specified herein and/or on Page 1), prior to commencement of the Term, unless otherwise specified on Page 1 or in the applicable invoice (or if no terms are specified, upon demand by SEC); and (b) that: (i) SEC may deduct any amount you owe SEC from any such payment(s); and (ii) no such payment(s) will be deemed a limit of your liability to SEC, irrespective of any endorsement or notation included on or with any payment made to SEC (even if signed and/or negotiated by SEC). Anything remaining with, in or on any Rented Item(s) upon return to SEC will, at our option, be deemed surrendered and abandoned, and will immediately become the property of SEC.

4. **CREDIT INFORMATION:** Lessee acknowledges that the rental transaction described in this Contract is contingent upon SEC's receipt of a satisfactory credit report for each of Lessee, its principals, proprietors and guarantors (as requested by Lessor), in order to evaluate the creditworthiness and financial ability of Lessee, its owner(s), principal(s) and/or guarantors, to promptly pay and perform each of its/their respective obligations arising under this Contract. Lessee, at SEC's request, shall supply all relevant information and consents necessary for obtaining one or more credit report(s), including without limitation, Lessee's execution and delivery to SEC of SEC's written Authorization to Obtain/Provide Credit Report(s) and Information, regarding Lessee, and to the extent not prohibited by applicable law, Lessee's owner(s)/principal(s). Lessee acknowledges and agrees that any information so obtained may be used by SEC in determining whether to extend credit and/or rent to Lessee.

5. **DELIVERY AND RETURN:** Lessee will accept full responsibility for the Rented Item(s) (including without limitation, all responsibility for personal injuries and property damage to or arising in connection with the Rented Item(s)) immediately upon SEC's release of such Rented Item(s) to Lessee or Lessee's representative(s) at SEC's facility, irrespective of whether such release is made directly to Lessee or to a third-party for transportation to or as directed by Lessee). Except only as may otherwise be specifically set forth on Page 1 and initiated by SEC, Lessee will be deemed to have taken possession of all Rented Item(s) at SEC's facility on the Actual Commencement Date. Lessee's responsibility for all Rented Item(s) shall continue uninterrupted for the entire period between the Actual Commencement Date and the date of return to (or retrieval) and acceptance by SEC of each Item (as being in the Required Return Condition), even if Lessee is not then present (and if Lessee or its representative(s) is/are not then present, Lessee agrees to accept the statements of SEC's representatives regarding the subject item(s), including status, condition and quantities. All third-party deliveries of Rented Item(s) to SEC will be *FOB Destination*, and all third-party deliveries from SEC will be *FOB Shipping Point* at SEC's place of business (*Incoterms 2000*).

6. **ADDITIONAL SERVICES:** If SEC agrees to provide any services (such as delivery, retrieval, training, maintenance and/or repairs), Lessee agrees to: (a) pay SEC's regular charge(s) therefor, and for time spent awaiting access to the Site or other delivery/performance location; (b) be present at the Site or other agreed location at the agreed time(s); (c) ensure the Site is reasonably safe, secure and otherwise fit for delivery and use of the Rented Item(s); and (d) ensure SEC's personnel have full access to the Site or other agreed location. SEC will not be responsible for any delay(s) caused by the acts or omissions of any other parties, including providers of other equipment or services ("Other Providers") for which Lessee hereby releases and agrees to indemnify, defend and hold harmless SEC.

7. **PROTECTION AND RETURN CONDITION OF RENTED ITEM(S):** You agree to protect and properly care for each Rented Item at all times, keep it safely and securely stored and locked when not in use, and return it to SEC on time, clean, emptied of all load contents, free of debris, and otherwise in good order, condition and repair, properly serviced and maintained, and if applicable, with all fuel, fluid and fuel tanks full of the appropriate fuel, fluid and lubricants (the "Required Return Condition"). If you fail to do so, you will: (a) immediately pay to SEC: (i) Rent for each succeeding full rental period until all Rented Item(s) have been returned or replaced as required under the terms of this Contract; and (ii) an amount equal to all costs and expenses SEC incurs as a result thereof or in connection therewith; and otherwise (b) indemnify, defend and hold harmless SEC with respect to the same as provided in this Contract.

8. **CONDITION AND USE:** Upon your execution of this Contract (or upon your later receipt of the Rented Item(s), unless you immediately reject it/them), you represent, warrant, acknowledge and agree that: (a) each Rented Item: (i) is complete (including all parts and attachments), in good

repair and operating condition, and otherwise in all ways acceptable to you; (ii) is appropriate for your purposes; (iii) was selected (not based on any recommendation by SEC) solely by you; and (iv) has been carefully inspected, examined and tested by you; and (b) you: (i) have received, carefully reviewed and understood all training, instructions, user manuals, maintenance requirements, and other information, if any (including all training required under applicable laws, rules, regulations and/or EPA, OSHA, NFPA, ASSE, ASME and/or ANSI Standards) regarding the proper and safe transportation, installation, fueling, use, maintenance and storage of such Item(s) (collectively, "instructions"); (ii) will fully comply therewith (including EPA Tier 4 regulations and local equivalents, to the extent applicable); (iii) have been made aware of the need to use all recommended and required safety equipment; (iv) will use each Item only for the manufacturer's intended purpose, in a reasonable and safe manner; (v) will timely and properly give any and all required notice(s) to the appropriate governmental authorities; (vi) have obtained, or will timely obtain, all necessary licenses, permits, authorizations and approvals (including without limitation, those required by applicable federal, state and local laws, rules, regulations, and/or orders); (vii) will advise all local utilities and cable companies before using any Item(s) to dig or disturb the ground surface (see statutory warning below); (viii) will immediately cease using any Item that breaks down, malfunctions or proves defective (a "Malfunction"); (ix) will permit only the "Authorized User(s)" identified on Page 1 or separately approved in writing by SEC to use and/or operate the Rented Item(s); and (x) will ensure that all users of such Item(s) comply fully with this Contract (including this Section 8).

9. **EXCAVATING: Call 811 Before You Dig. You must provide notice** to owners and operators of underground utilities or CATS facilities as required under the Illinois Underground Utility Facility Damage Prevention Act, 220 ILCS 50/1 et seq. (as amended, the "Act"), not less than 48 hours prior to the start of any excavation or demolition. Refer to the Act for more details.

10. **MALFUNCTIONS:** In the event of a "Malfunction" (as defined in Section 8), you will immediately notify SEC, and provided such Malfunction did not result from or in connection with: (a) your breach or violation of: (i) any provision of this Contract; (ii) any applicable warranty; (iii) any applicable policy of insurance; or (b) your wrongful or negligent act or omission, we will, at our option: (I) repair the subject Rented Item; (II) provide you with a comparable item as soon as possible; or (III) return the unused portion of the Rent and cancel this Contract. In all other events, you agree to indemnify, defend and hold harmless SEC from and against any and all liabilities, claims, damages, losses, costs and expenses (including without limitation, attorneys' fees and costs of court) arising from or associated with any one or more Malfunction(s). The foregoing remedies are EXCLUSIVE. Neither SEC nor any Owner will have any other obligation(s) to you or any other party(ies) regarding Malfunctions, all of which you hereby waive, together with any and all incidental and consequential damages arising therefrom or associated therewith.

11. **OWNERSHIP / SUBLEASING:** You may not transfer, sublease, re-rent, or assign any Rented Item or this Contract (or any of your rights, remedies or obligations arising hereunder or in connection herewith) without the express prior written consent of SEC, and if applicable, the Owner of any re-rented item(s) in each instance. SEC or any Owner may sell and/or assign all or any part of its interests in the Rented Item(s) and/or this Contract, in which event, you agree to attorn to the assignee(s), and that such assignee(s) will not be responsible for any preexisting obligations or liabilities of SEC or any Owner. Except only with respect to any Rented Item(s) which SEC rents from one or more third parties (each, an "Owner") and re-rents to you ("re-rented items"), and/or as otherwise provided herein, SEC owns and will retain title to all Rented items at all times, and the transaction(s) referenced herein shall be deemed a true ("operating") lease, and not a "capital" or "finance" lease unless otherwise expressly agreed in writing by SEC. Accordingly, unless separately and specifically agreed in writing by SEC (and only to the extent set forth in such separate agreement), you will have no ownership interest of any kind in or with respect to any of the Rented Item(s). Your only right with respect thereto (including re-rented item(s)) is to use it/them in full compliance with this Contract during the Term. You will not permit the taking or existence of any lien, claim, security interest or encumbrance on any such Item. Lessee shall at all times, at Lessee's expense, protect and defend SEC's (or, as applicable, SEC's provider's) title to the Rented Item(s) against all claims, liens, and legal processes of Lessee's creditors, or persons, and keep all Rented Item(s) free and clear of any and all such liens, claims and processes.

12. **RIGHTS OF SEC:** SEC may take such actions as it deems necessary to secure its right, title and interest in and to, and ensure the legal and tax compliance of, each Rented Item (including without limitation, placing one or more placards or other evidence of its ownership interest, and/or any "Apportion Plates," decals and/or other indicia of ownership, legal and/or tax compliance in or on such Item(s)), and Lessee agrees to maintain (and refrain from removing) the same. Lessee hereby grants to SEC a first priority security interest on each Item in order to secure SEC's interest therein (which interest will be deemed a "purchase money" security interest in the event this Contract and/or any other agreement between Lessee and SEC shall be deemed to create a financing relationship and/or any ownership interest in favor of Lessee with respect to such Item(s)) and the amounts due and coming due to SEC hereunder. Lessee agrees that SEC may file one or more financing statements of record in order to reflect its continuing security interest in such Item(s), and Lessee agrees to promptly take such actions, and to execute and deliver to or as directed by SEC, such other and further documents and instruments as may be necessary to give full effect to this Section.

13. **WARNINGS: MOTORIZED EQUIPMENT, INCLUDING HYDRO-EXCAVATORS, STREET SWEEPERS AND SEWER CLEANERS, IS/ARE INHERENTLY DANGEROUS, AND SHOULD BE MOVED, SERVICED, MAINTAINED, REPAIRED AND USED WITH GREAT CARE ONLY FOR THEIR MANUFACTURERS' INTENDED PURPOSE(S), AND ONLY BY PROPERLY QUALIFIED, INSTRUCTED, CERTIFIED, AND LICENSED INDIVIDUALS** (as more particularly described in Section 14 hereof). YOU AGREE TO PROVIDE ANY AND ALL NECESSARY FAMILIARIZATION, TRAINING, INSTRUCTIONS AND WARNINGS TO ALL OPERATORS OF THE RENTED ITEM(S), and ensure that each such Item is used safely and ONLY: (a) for the manufacturer's intended purpose(s); (b) within its rated capacity; (c) unless otherwise specifically agreed by SEC on a case-by-case basis, at the Site; (d) BY PROPERLY TRAINED, QUALIFIED, CERTIFIED AND LICENSED OPERATORS (IT BEING ACKNOWLEDGED ALL AUTHORIZED USERS OF THE RENTED ITEM(S) MUST BE IDENTIFIED ON PAGE 1 OR BE SEPARATELY APPROVED IN WRITING BY SEC, AND MUST MAINTAIN A CURRENTLY VALID, STATE-ISSUED, COMMERCIAL DRIVERS LICENSE, "CDL"); and (e) otherwise in full compliance with the Instructions as well as all "Applicable Laws" (as defined in Section 14 below).

14. **COMPLIANCE REQUIREMENTS:** Lessee agrees to fully and timely comply with all federal, state, county, municipal and local laws, rules, standards, regulations, guidelines and ordinances relating to the use, possession, operation, transportation, loading, unloading, storage, maintenance and/or repair of each Rented Item (collectively, "Applicable Laws"). Without limiting the generality of the foregoing:

- (a) Lessee understands that a valid Commercial Driver's License ("CDL") may be required for operation of certain Rented Item(s), and that Lessee will be responsible, at its sole cost and expense, for ensuring compliance with any and all CDL requirements at all times during the Rental Term;
- (b) Lessee shall be responsible for compliance with all federal, state and interstate requirements (such as those promulgated by the IFTA and the United States Department of Transportation ("USDOT")), including without limitation, properly affixing their USDOT numbers and display placards to each rented commercial vehicle, as well as compliance with all applicable weight, height and use limitations; and

- (c) Lessee shall be solely responsible (and shall indemnify, defend and hold harmless SEC for, from and against) any and all fees, fines, toll charges, moving violations, parking violations, taxes, assessments and other charges of any kind or character arising from or in connection with the foregoing compliance requirements, as well as any violation(s) thereof, during the Rental Term.

15. **USE, MODIFICATIONS AND REPAIRS:** Lessee will not, nor will Lessee permit anyone else to (or attempt to): (i) abuse, misuse, overuse, remove, conceal, repair, alter, modify, improve, damage or destroy any Rented Item; (ii) violate any applicable law, policy of insurance or warranty; or (iii) take possession of or exercise control over any Rented Item without SEC's prior consent (which consent may be granted, conditioned or denied in SEC's sole discretion) on a case-by-case basis. Without limiting any other rights and/or remedies available to SEC hereunder, at law or in equity, in the event of any accident or damage to any Rented Item, Lessee may have the same maintained and/or repaired by any competent person, firm or corporation (using only OEM-approved parts, materials and supplies), reasonably acceptable to SEC (but only upon prior notice to and approval of SEC) at Lessee's sole cost and expense; provided however, that SEC may, at its sole option (and without being required to do so) elect to maintain and/or repair said Rented Item, in which event, Lessee agrees to pay SEC its regular charges for the same (including without limitation, the retail cost of all parts, materials and labor furnished by or at the direction of SEC in accomplishing such maintenance and/or repairs) upon demand by SEC. (In the event any such maintenance and/or repairs shall be accomplished by SEC outside of SEC's regular hours, Lessee agrees that the foregoing charges shall include any and all additional costs incurred by SEC in connection therewith (including without limitation, overtime, per diem and taxes). Any and all additions and/or improvements to the Rented Item(s) shall be deemed accessions, and will, therefore, be deemed the property of SEC. For the avoidance of doubt, Lessee will be solely responsible for any and all costs and expenses arising from or associated with any required maintenance, damage to or destruction of any Rented Item(s) and all maintenance, repair and/or replacement costs arising therefrom or associated therewith.

16. SEC IS NOT THE MANUFACTURER OR DESIGNER OF ANY OF THE ITEM(S) REFERENCED HEREIN, ALL OF WHICH ARE PROVIDED "AS-IS". EXCEPT ONLY TO THE EXTENT OTHERWISE REQUIRED BY APPLICABLE LAW, NEITHER SEC NOR ANY OWNER, MAKES ANY WARRANTY, EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTY(IES) OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, FUNCTION, DESIGN, CAPACITY, FREEDOM FROM DEFECTS OR WORKMANLIKE PERFORMANCE) REGARDING ANY ITEM(S) OR SERVICE(S) PROVIDED BY OR AT THE DIRECTION OF SEC OR ANY OWNER, NOR DOES SEC OR ANY OWNER MAKE ANY WARRANTY AGAINST INTERFERENCE OR INFRINGEMENT WITH THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS, ALL OF WHICH YOU HEREBY WAIVE. NO DESCRIPTIONS OR ADVERTISEMENTS BY SEC OR ANY THIRD-PARTY OWNER OF ANY RENTED ITEM(S) SHALL CONSTITUTE REPRESENTATIONS OR WARRANTIES.

17. **INDEMNITY/HOLD HARMLESS.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU: (A) ASSUME ALL RISK OF INJURY, LOSS, DAMAGE, DESTRUCTION AND ENVIRONMENTAL CONTAMINATION OF, TO, AND/OR ARISING IN CONNECTION WITH, ALL ITEM(S) AND SERVICE(S) REFERENCED HEREIN, INCLUDING WITHOUT LIMITATION, ANY AND ALL LIABILITIES, CLAIMS AND DAMAGES ARISING IN CONNECTION WITH THE SELECTION, PROVISION, INSPECTION, DESIGN, MANUFACTURE, USE, LOADING, UNLOADING, TRANSPORTATION, DEMONSTRATION, STORAGE, MAINTENANCE, REPAIR AND/OR RETAKING OF ANY SUCH ITEM(S) OR SERVICE(S) (INCLUDING WITHOUT LIMITATION, DAMAGE TO TIRES, TUBES, WHEELS, CHAINS, BRUSHES, WIRES AND PULLEYS), WHETHER OR NOT YOUR FAULT; AND (B) YOU HEREBY RELEASE AND DISCHARGE SEC AND ALL THIRD-PARTY OWNER(S) FROM AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS SEC AND SUCH OWNER(S), AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, OWNERS, REPRESENTATIVES, INSURERS, SUBROGEEES, SUCCESSORS AND ASSIGNS, FOR, FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES) ARISING FROM OR ASSOCIATED WITH ANY AND/OR ALL OF SUCH ITEM(S) AND/OR SERVICES. You waive all rights and remedies available under the Uniform Commercial Code, as well as all incidental, consequential, special, and punitive damages, against SEC and each such Owner.

18. **INSURANCE.** At all times during the Term, Lessee agrees to maintain, at its sole cost and expense, the following insurance policies: (a)(i) commercial general liability ("CGL") insurance (including bodily injury, property damage, personal injury and contractual liability coverage) with limits of not less than \$2,000,000 per occurrence/\$2,000,000.00 aggregate, including premises liability and products and completed operations coverage; and (ii) umbrella or excess liability coverage with minimum limits of \$2,000,000.00 per occurrence and \$2,000,000.00 in the aggregate; (b) Workers' Compensation Insurance satisfying the laws of the state(s) which has/have jurisdiction over your employees, and Employers' Liability Insurance for Bodily Injury per accident with limits of not less than the greater of: (i) \$2,000,000, or (ii) the statutorily mandated minimum(s), if any; (c) Hired Auto Physical Damage (up to Actual Cash Value), and Hired Auto Liability Insurance with limits of not less than \$2,000,000 per occurrence, for any and all rented vehicle(s)/automobile(s); (d) "All-Risk," "Commercial Property," "Contractor's Equipment," and/or "Inland Marine" Insurance (or equivalent), including coverage for property in transit, covering all loss of, and damage to, all Rented Item(s) (each being specifically scheduled or within the limits of your Leased/Rented Equipment Floater), and loss occasioned by flood, for the full (new) replacement value thereof. All of such policies shall: (i) be maintained with one or more insurers reasonably acceptable to SEC and rated A- or better by Best's Key Ratings Guide; and (ii) name SEC as an additional insured (other than with respect to Workers' Compensation insurance). The above referenced CGL policy shall list SEC as an additional insured for loss or damage arising out of your use, maintenance, handling and/or possession of the Rented Item(s), using the standard ISO form CG 20 28 11 85 ("Additional Insured - Lessor of Leased Equipment") or its successor. The above referenced All-Risk, Commercial Property, Contractor's Equipment, Inland Marine and Hired Auto policies, shall list SEC as a loss payee on a "closed-clause" basis and shall not exclude overloading. Prior to commencement of the Term, Lessee agrees to furnish to SEC complete and accurate certificates and endorsements by one or more insurance carrier(s) acceptable to SEC: (a) confirming: (i) the existence of the above referenced coverages; (ii) SEC's status as an additional insured and loss payee thereunder (where applicable); and (iii) commencement of coverage upon departure of the Rented Item(s) from SEC's premises; and (b) specifying that such coverages will not be cancelled during the Term. Lessee irrevocably appoints SEC as Lessee's agent and attorney-in-fact to make claim for, receive payment of, and execute and endorse all documents, checks or drafts received in payment for, any loss or damage under any one or more of the above referenced insurance policies or otherwise related to the Rented Item(s). SEC's insurance company shall be subrogated to SEC's rights hereunder in the event of any damage to the Rented Item(s). Lessee will promptly notify SEC in the event that the Rented Item(s), or any part thereof, shall be lost, stolen, damaged or destroyed, and subject to SEC's prior receipt of full compensation from Lessee's insurer(s), Lessee will remain responsible, at its sole expense, for promptly paying the cost of fully restoring or replacing the subject Rented Item(s) to SEC's satisfaction. Except where and to the extent required by automobile financial responsibility laws, SEC does not provide insurance for the benefit of its lessees, including without limitation, liability protection, no-fault benefits, uninsured/underinsured motorist ("UM/UIM") protection, and physical damage (comprehensive and/or collision) coverage. If SEC is required by law to provide any of the same, Lessee hereby selects such protection(s) with the minimum limits and the maximum deductible(s) permitted by law, and Lessee expressly waives and rejects any personal injury protection ("PIP") and/or UM/UIM coverage in excess of the legally required minimums. YOU AGREE TO PROVIDE YOUR OWN INSURANCE AS PROVIDED IN THIS ADDENDUM, AND OTHERWISE IN FULL COMPLIANCE WITH APPLICABLE LAW. IF YOU FAIL TO FULLY AND TIMELY COMPLY WITH THE TERMS OF THIS SECTION, SUCH FAILURE WILL BE DEEMED AN IMMEDIATE

AND MATERIAL DEFAULT; PROVIDED HOWEVER, THAT SEC MAY, AT ITS OPTION TO THE EXTENT PERMITTED UNDER APPLICABLE LAW (BUT WITHOUT BEING REQUIRED TO DO SO) OBTAIN OTHER INSURANCE MEETING THE REQUIREMENTS SET FORTH HEREIN AND CHARGE YOU FOR IT (ALL OF WHICH CHARGES YOU AGREE TO PAY TO SEC IMMEDIATELY UPON DEMAND BY SEC).

19. **DEFAULT AND REMEDIES:** If: (a) you or any guarantor: (i) fail to fully and timely comply with any provision of this Contract or any other agreement with SEC; (ii) provide any incorrect or misleading information to SEC; (iii) become insolvent or suffer or acquiesce to any assignment for the benefit of creditors; or (iv) die or cease conducting business; or (b) any Item(s) shall be lost, damaged or destroyed, you will be in default, whereupon, SEC may without notice or liability to you or any guarantor, to the maximum extent permitted under applicable law: (A) cancel this Contract and/or any other agreement between you and SEC (including without limitation, any Purchase Option); (B) terminate your rental; (C) seek relief from any automatic stay; (D) recover, lock or disable any one or more Item(s) without being guilty of trespass, breaking and entering, interference with your rights with respect to such Item(s) (including any right(s) of peaceful and quiet use and possession thereof), or other transgression (for which you agree to indemnify, defend and hold harmless SEC); (E) perform your obligations hereunder on your behalf, without being obligated to do so; (F) purchase replacement Item(s) as necessary; (G) recover from you and/or any guarantor (as joint and several obligors) SEC's associated direct and indirect damages, costs and expenses (including without limitation, Rent for the remainder of the Term, the full new replacement cost of the subject Item(s), the cost of repair/replacement parts and labor, packing, shipping, assembly, drayage, customs, taxes, insurance and attorneys' fees); (H) commence seizure and/or foreclosure proceedings with respect to any lien or security interest in favor of SEC; and/or (I) pursue any other rights and/or remedies available hereunder, at law or in equity (all of which shall be deemed cumulative).

20. **OTHER RIGHTS AND REMEDIES:** To the maximum extent permitted under applicable law, you hereby grant to SEC a lien for the amounts due and coming due hereunder on all real property improved with any Rented Item(s), or on which it/they may be located or used at any time. SEC may, without notice or liability to you, inspect any Rented Item(s) at any time. If any performance required of SEC is delayed or rendered impractical as a result of any act or omission of any Other Provider(s) or any "Act of God" (e.g., any event, fact or circumstance beyond SEC's reasonable control), SEC will be excused from such performance. You waive the benefits of any and all statutes of limitations regarding SEC's rights and remedies. All amounts due hereunder but not timely paid will bear interest at the lesser of 18% per annum, or the highest rate permitted under applicable law until paid. You authorize SEC to obtain and retain your credit information and history, and to submit all amounts coming due hereunder for payment on your debit or credit card, and you waive all claims and chargebacks with respect thereto. You agree to pay SEC the maximum lawful charge for any check you write which is returned unpaid. Except only as otherwise provided herein, this Contract cannot be further amended or extended except in a writing signed by both you and SEC. Our maximum liability in connection with this Contract is limited to the amount(s) actually paid by you hereunder. This Contract allocates to you the risk of injury, loss of, or damage to, persons or property arising in connection with the subject matter of this Contract, and that allocation is reflected in a reduced purchase price or Rent. You agree to pay: (a) our attorneys' fees and other costs of enforcing this Contract, and (b) all taxes (including all sales, use, transfer, value added, and other taxes), impounds, fines, fees, duties, assessments and other charges related to each Item and/or the transactions contemplated herein. Neither SEC's exercise, nor its failure or delay in the exercise, of any rights or remedies will constitute an election of remedies or a waiver of any right or remedy SEC may have, all of which shall be deemed cumulative. Your duties hereunder are UNCONDITIONAL.

21. **MISCELLANEOUS:** This Contract, and any Credit Application, Guarantee, Check-Out/Check-In Sheet, Training Acknowledgement Form, and/or other Addenda provided by SEC, represent the entire agreement between you and SEC, superseding all other oral and written agreements and representations (including our website and advertising) as well as course of dealing and usage of trade. Except only as expressly provided herein, this Contract cannot be modified absent the express written approval of SEC. The terms of this Contract are severable. If any provision hereof is deemed invalid or unenforceable by any court of competent jurisdiction, such provision will be modified to the minimum extent necessary to make such provision valid and enforceable, or if no such modification shall be possible, deleted, and in either such event, the remainder of this Contract will remain valid and in full force and effect. Time is of the essence. There are no third-party beneficiaries hereto, other than the third-party Owner(s) of re-rented Item(s), if any. This Contract will be deemed to apply not only to all Item(s) identified on Page 1, but also to all other items you obtain from SEC at any time (except only as otherwise agreed by SEC). This Contract (a) has been specifically negotiated by the parties hereto (each waiving any and all rights to claim it constitutes an "adhesion contract"); and (b) shall be interpreted under the laws of the State of Illinois, and proper venue for any and all civil lawsuits and legal proceedings commenced in connection with this Contract shall lie solely and exclusively in the federal and state courts located in or nearest to Cook County, IL. You hereby consent and submit to such jurisdiction and venue and waive all claims that such venue constitutes an inconvenient forum. Digital, electronic, photocopied or facsimiled signatures on this Contract will be enforceable as originals.

22. **ITEM(S) SOLD TO YOU (IF ANY):** SEC may offer you a purchase option ("Purchase Option") with respect to one or more Rented Item(s), which if available, may include the application to the purchase price of a portion of the Rent paid by you hereunder ("Rental Credit"). If a Purchase Option and/or Rental Credit is/are available, it/they will be specifically identified in a separate written agreement signed by SEC. In all other events, no Purchase Option and/or Rental Credit will be deemed to apply to your rental. In the event SEC agrees to sell any Item(s) to you ("Sale Items"), all such Sale Item(s) shall be deemed to be provided "AS-IS" and "WITH ALL FAULTS," and shall otherwise be subject to the terms of this Contract (modified as necessary to address sales), and at SEC's option, you agree to take all reasonable steps that may be necessary to cooperate with and assist SEC to effect a like-kind ("Section 1031") exchange.

23. **MAINTENANCE / WEAR ITEMS.** Subject to the terms of Section 15 above, you will be responsible, at your sole cost and expense, for performing all required servicing and maintenance on or with respect to the Rented Item(s) at all times during the Term (including without limitation, ensuring each such Item is properly greased, sharpened, and otherwise fueled, cleaned, cooled and lubricated). Certain Item(s) (including without limitation, brooms and brushes) are subject to wear and/or deterioration associated with even ordinary use ("Wear Items"). In addition to the "Rent" specified in Section 2 above, you agree to pay SEC a pro rata portion of the overall cost of repair, replacement and/or overhaul of any and all Wear Items (the "Pro Rata Maintenance Charge") based on the number of hours used (if no log is available, you agree to the use of a reasonable estimate of such hours provided by SEC). The Pro Rata Maintenance Charge will be due and payable immediately upon your receipt of our invoice for the same. You acknowledge and agree that it may not be possible to calculate the Pro Rata Maintenance Charges prior to the end of the Term. Accordingly, you agree to pay such Pro Rata Maintenance Charges in full, regardless of whether the same are invoiced to you during the Term or at any time thereafter, and you hereby waive any and all rights, claims, defenses and setoffs arising from or in connection with the timing of delivery and/or your receipt of any notice of or invoice for such Pro Rata Maintenance Charges.

24. **WARNING REGARDING CRIMINAL CONVERSION. FAILURE TO RETURN RENTED PROPERTY CAN, IN CERTAIN CIRCUMSTANCES, BE CONSIDERED A THEFT, RESULTING IN CRIMINAL PROSECUTION. YOUR ATTENTION IS DIRECTED TO ILLINOIS COMPILED STATUTES, CHAPTER 720, Act 5, Sections 16-1.1, 16-3 and 16A-3(h).**

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
00/00/00

PRODUCER Your Agent Name Your Agent Address Your Agent City, State, Zip Code Your Agent Phone _____ Your Agent Fax _____	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED YOUR BUSINESS NAME YOUR BUSINESS ADDRESS YOUR CITY IL YOUR ZIP	INSURER A: YOUR INSURANCE CARRIER	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

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

INSR ADD'L TR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
X	GENERAL LIABILITY	YOUR POLICY NUMBER	01/01/10	01/01/11	EACH OCCURRENCE \$ 1,000,000
	COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COM/POP AGG \$ 2,000,000
					GENL AGGREGATE LIMIT APPLIES PER POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC
X	AUTOMOBILE LIABILITY	YOUR POLICY NUMBER	01/01/10	01/01/11	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	ANY AUTO				BODILY INJURY (Per person) \$
	ALL OWNED AUTOS				
	SCHEDULED AUTOS				
X	HIRED AUTOS	01/01/10	01/01/11	BODILY INJURY (Per accident) \$	
X	NON-OWNED AUTOS	01/01/10	01/01/11	PROPERTY DAMAGE (Per accident) \$	
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	ANY AUTO				OTHER THAN AUTO ONLY: EA ACC \$
					AGG \$
A	EXCESS/UMBRELLA LIABILITY	YOUR POLICY NUMBER	01/01/10	01/01/11	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 5,000,000
	DEDUCTIBLE				\$
	<input checked="" type="checkbox"/> RETENTION \$10,000				\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	YOUR POLICY NUMBER	01/01/10	01/01/11	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 500,000
	OTHER				E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Rental Equipment Floater Coverage	YOUR POLICY NUMBER	01/01/10	01/01/11	Equipment Value of Deductible \$500
	SPECIAL FORM R/C				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Standard Equipment Company, Inc. is added as additional insured & loss payee with respect to the lease of a _____ (Serial #) valued at _____ S/N _____ (Cost of Equipment) POLICY EFFECTIVE _____ to _____
 Rights of Subrogation are Waived on Workers Compensation & General Liability

CERTIFICATE HOLDER STAND02 Standard Equipment Co., Inc. 2033 West Walnut Chicago IL 60612	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE 

Village Board Agenda Memo

Date: 6/8/2016

To: President & Board of Trustees

From: Brendan McLaughlin, Director of Public Works *BJM*
Julia Cedillo, Village Manager *JC*

RE: **2016 Sewer Point Repairs – Additional Expense Authorization**

PURPOSE: The purpose of this agenda item is to authorize payment for additional expenses for sewer point repair work that was discovered in the course of making a repair on Woodlawn Avenue.

GENERAL BACKGROUND:

Bid specifications were prepared by Hancock Engineering and a contract awarded to Suburban General for \$43,350, with a \$50,000 not to exceed amount should field conditions vary. In the course of doing the repairs, additional repairs were required on Woodlawn Avenue, bringing the total project cost to \$52,370. As the hole was open and repairs deemed an emergency, notice to proceed was given. Approval of the additional expenses is now needed as the final costs exceed \$50,000. Also, the emergency repair work extended into the new fiscal year

In this fiscal year, the Village has budgeted in the Sewer Fund – Capital Outlay (05-44-4-420) \$75,000 for point repairs and restoration.

STAFF RECOMMENDATION:

Staff is requesting that the Board authorize total payment to Suburban General in the amount of \$52,370 at the June 28th Village Board Meeting.

MOTION / ACTION REQUESTED:

Motion to authorize payment to Suburban General, inclusive of additional work performed, in the total amount of \$52,370.

DOCUMENTATION

- Letter of Recommendation dated June 8, 2016 from Hancock Engineering

Memorandum

To: Brendan McLaughlin

From: Paul Flood 

Subject: Village of LaGrange Park, 2016 Sewer Repair Project

Date: June 8, 2016

While performing repairs under the 2016 Sewer Repair Program at Woodlawn Avenue and LaGrange Road a segment of sewer main not identified on the Village Sewer Atlas was discovered. A subsequent televising of this line revealed that this sewer is still active with at least one residence connected to it. The structural condition of a portion of this pipe was poor and in need of immediate replacement to avoid a complete collapse. The Contractor for the project (Suburban General Construction, Inc.) was already performing repairs on an adjacent sewer line. Based on our onsite discussions it was determined that the Contractor should proceed with the repair using our existing unit costs in the contract to avoid delay and minimize inconvenience to residents and expense to the Village.

As a result of performing this additional work the value of the Contract increased from \$43,350.00 to \$52,370.00 (an increase of \$9,020.00). This increase represents a significant cost savings to the Village compared to contracting for this work as a independent project or as an emergency repair.

If you have any questions, or would like additional information or detail, please feel free to contact me at your convenience.

June 8, 2016

Honorable President and
Board of Trustees
Village of LaGrange Park
447 North Catherine Avenue
LaGrange Park, Illinois 60526

Re: 2016 Sewer Repair Project
Award Contract Amount: \$43,350.00
EHE File No. 520-16-01410
Pay Estimate No. 2 and Final

Ladies and Gentlemen:

Suburban General Construction, Inc. has completed the work on its contract with the Village of LaGrange Park for the 2016 Sewer Repair Project.

They have furnished the following labor and material on their contract for the above captioned project:

Items	Plan Quantity	Completed		Unit Price	Amount
		Quantity			
1. 12" Dia PVC Sewer Pipe, 5'-15' Long, 8'-12'Deep	0 Foot	N/A		N/A	\$0.00
2. 12" Dia PVC Sewer Pipe, 5'-15' Long, 12'-16'Deep	38 Foot	52.00		\$825.00	42,900.00
3. Additional 12" Dia PVC Sewer Replacement	15 Foot	0.00		50.00	0.00
4. 12"x6" PVC Sewer Service Connection	3 Each	2.00		200.00	400.00
5. Manhole Bench Repair	1 Each	1.00		1,000.00	1,000.00
6. Sewer Service Lateral Repair, 6" PVC	40 Foot	14.00		5.00	70.00
7. Trench Backfill	250 CuYd	200.00		5.00	1,000.00
8. Traffic Control and Protection	1 LS	1.00		7,000.00	7,000.00
9. Televised Sewer Inspection	800 Foot	0.00		1.50	<u>0.00</u>
Total Work Completed					\$52,370.00
Less Previous Estimate(s)					<u>28,974.60</u>
Total Amount Due, Pay Estimate No. 2 and Final					\$23,395.40

June 8, 2016

Page 2

It is our recommendation that this Pay Estimate No. 2 and Final, in the amount of \$23,395.40 be approved for payment to the Contractor with payment being made upon receipt of the necessary waiver's of lien having been received by our office from the Contractor.

Respectfully submitted,

EDWIN HANCOCK ENGINEERING CO.

A handwritten signature in black ink, appearing to read 'Paul E. Flood', is written over a horizontal line.

Paul E. Flood

Principal

cc: Ms. Julia Cedillo, Village Manager

Mr. Brendan McLaughlin, Director of Public Works

Suburban General Construction, Inc., 1019 East 31st Street, LaGrange Park, IL 60526

Village Board Agenda Memo

Date: 06/08/16

To: President and Board of Trustees

From: Brendan McLaughlin, Public Works Director *BJM*
Julia Cedillo, Village Manager

RE: Sale of Surplus Vehicles and Equipment

PURPOSE: To designate surplus vehicles and equipment for sale.

GENERAL BACKGROUND:

The Department of Public Works has the following items which have been determined to be surplus:

2001 Freightliner Street Sweeper

1993 GMC Suburban

STAFF RECOMMENDATION:

Approve Ordinance.

MOTION / ACTION REQUESTED:

Motion approving an Ordinance Authorizing the Sale of Surplus Property Owned by the Village of La Grange Park.

DOCUMENTATION:

- Ordinance Authorizing the Sale of Surplus Property Owned by the Village of La Grange Park, Illinois

ORDINANCE NO. 1025
AN ORDINANCE AUTHORIZING THE SALE OF SURPLUS PROPERTY
OWNED BY THE VILLAGE OF LA GRANGE PARK, ILLINOIS

NOW THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LAGRANGE PARK, COOK COUNTY, ILLINOIS AS FOLLOWS:

SECTION 1: Pursuant to 65 ILCS 5/11-76-4, the President and Board of Trustees of the Village find that the following property of the Village of LaGrange Park, Illinois is surplus property and no longer necessary or useful, and find that it is in the best interest of the Village to sell the following property:

<u>Vehicle ID Number</u>	<u>Year</u>	<u>Make & Model</u>
1FVAB3BV01HH73831	2001	Freightliner Street Sweeper
1GKFK16K4PJ719652	1993	GMC Suburban

SECTION 2: The Village Manager is directed to solicit public bids for the described surplus property in accordance with the law.

SECTION 3: The Village Manager is authorized to sell such items and to reject any and all bids. Upon payment in full of the accepted sales price, the Village Manager is authorized to convey title to any of the above-described property.

SECTION 4: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 5: This ordinance shall be in full force and effect from its passage, approval and publication as provided by law.

ADOPTED BY THE PRESIDENT AND THE BOARD OF TRUSTEES of the Village of La Grange Park, Cook County, Illinois this ____ day of June, 2016.

YES:

NOS:

ABSENT:

Approved this ____ day of June, 2016.

Dr. James L. Discipio, Village President

ATTEST:

Amanda G. Seidel
Village Clerk

APPROVED AS TO FORM-

C. Keating, Village Attorney

Village Board Agenda Memo

Date: June 7, 2016

To: Village President and Board of Trustees

From: Julia Cedillo, Village Manager 

Re: Downspout Disconnection Ordinance Amendment

PURPOSE

This agenda item seeks approval to amend the Village Code specific to *Section 50.28 (B)(2)* regarding the mandatory disconnection date for the *Disconnection of Downspouts from Sanitary Sewage System*.

GENERAL BACKGROUND

In 2014 the Village was awarded \$416,500 in funds from the Illinois Environmental Protection Agency (IEPA) as part of the Illinois Green Infrastructure Grant Program (IGIG) for a Downspout Disconnection Assistance Program. The program provides for incentives to single family residences in the form of reimbursements for downspout disconnections, gutter reroutes, rain barrels, and rain gardens (or swales). One prerequisite of the grant agreement was to submit ordinance language that required that single family residential downspouts be disconnected from the sanitary sewer by a specific date.

In January 2015, the Village Board approved Ordinance 1001, an amendment to the Village's Code, regarding Section 50.28 *Disconnection of Downspouts from Sanitary Sewage System*. The amendment included a mandatory disconnection date of January 1, 2017.

The Village designed and rolled out the program in early 2015. Approximately 200 downspouts and 60 homes were disconnected when on July 10, 2015, the IEPA notified the Village that grant reimbursement payments would be delayed due to a lack of appropriation for the IGIG program. As a result, the IEPA recommended that the Village place its program on hold until funding was reinstated. To date, there is no new information on funding and with the exception of the MWRD rain barrel distribution, the Village's program is on hold.

With the Village's mandatory disconnection deadline approaching, staff contacted the IEPA regarding the future of the grant and our program. The IEPA reported to staff that while the existing agreements would be allowed to expire, that new agreements would likely be granted to grantees once funding was reinstated. Nonetheless, the IEPA recommended that we formally request a two-year extension to our grant agreement so that we may receive a response in writing to our request. The IEPA also recommended that we extend our deadline for mandatory disconnection for two years, by amending our ordinance. Staff has since requested an extension and we have received a written response (see attached). An amendment to Section 50.28 of the Municipal Code, extending the deadline for disconnection is attached for the Board's consideration.

NEXT STEPS

If the Village Board approves the mandatory disconnection date extension, staff will forward the amended ordinance to the IEPA for the grant file. Staff will then notify residents of this update through the website and Rose Clippings. The Village will continue to submit grant reports and await news for funding reinstatement.

DISCUSSION / ACTION REQUESTED

This item is being placed on the June 14, 2016 agenda for discussion only. If there is consensus by the Village Board, the item will be placed on the June 28, 2016 agenda for approval.

Motion to approve an Ordinance Amending the "La Grange Park Municipal Code" As Amended, regarding Section 50.28 Disconnection of Downspouts from Sanitary Sewage System, to extend the mandatory disconnection date from January 1, 2017 to January 1, 2019.

RECOMMENDATION

Staff recommends the approval of the Ordinance. By extending the deadline two years, the Village allows for the opportunity of grant reinstatement for the Downspout Disconnection Assistance Program.

DOCUMENTATION

- Proposed Ordinance Amending the "La Grange Park Municipal Code" As Amended Section, regarding Section 50.28 **Disconnection of Downspouts from Sanitary Sewage System**
- Current language for Section 50.28 Disconnection of Downspouts from Sanitary Sewage System
- Correspondence from the Illinois Environmental Protection Agency (IEPA), dated June 2, 2016
- Correspondence from the Village to the IEPA, dated May 31, 2016
- Correspondence from the Illinois Environmental Protection Agency (IEPA), received July 13, 2015
- A page from Springfield Drivedown materials, urging legislators to reinstate IGIG funding (April 6, 2016)

ORDINANCE NO. 1026

**ORDINANCE AMENDING THE “LA GRANGE PARK
MUNICIPAL CODE” AS AMENDED**

WHEREAS, the Village of La Grange Park operates and maintains a combined sewer which is designed and intended to receive wastewater, storm, surface and ground water; and

WHEREAS, in 2012, the Village of La Grange Park completed a Flood Mitigation Report which identified a mandatory downspout disconnection program as one of eight (8) strategies to increase the capacity of the sewer to mitigate combined system overflows and its impacts; and

WHEREAS, downspout disconnection programs are an identified effective measure in reducing the discharge of large volumes of rooftop water into our sewer, reducing pollutants in our waterways; and

WHEREAS, in 2014, the Village received an Illinois Green Infrastructure Grant (IGIG) in the amount of \$416,000 from the Illinois Environmental Protection Agency (IEPA) to fund 85% of the Village’s Downspout Disconnection Assistance Program; and

WHEREAS, the President and Board of Trustees, after reviewing the circumstances and ramifications of downspout connections into the Village’s combined sewer, have determined that it is in the best interests of the Village to impose a mandatory disconnection by a date certain by amending Title V of the La Grange Park Municipal Code.

WHEREAS, the Illinois EPA notified the Village that the State of Illinois failed to appropriate funds for the IGIG program in the FY 2015-2016 Capital Bill and advised the Village that it would not be receiving any grant funds to pay for its Downspout Disconnection Assistance Program but that the IGIG program may receive funding at a later time;

WHEREAS the President and Board of Trustees, after reviewing the circumstances and recommendations provided by the Illinois EPA, have determined that it is in the best interests of the Village to extend the mandatory disconnection deadline by two (2) years, amending Title V of the La Grange Park Municipal Code.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of La Grange Park, Cook County, Illinois, as follows:

SECTION 1: Amendment to Section 50.28 (B)(2), Disconnection of Downspouts from Sanitary Sewage System. That Section 50.28 (B)(2) of the La Grange Park Municipal Code shall be amended as follows:

§ 50.28 DISCONNECTION OF DOWNSPOUTS FROM SANITARY SEWAGE SYSTEM

(B) Existing Structures

(2) No later than January 1, 2019, any gutter and downspout system of a single family residence connected to a sewer conveying sanitary sewage shall be disconnected at ground level or at the nearest pipe joint to ground level, reconfigured to drain onto or into the ground and not drain into the conveying sanitary sewer, and sealed with cement or cap and adhesive to provide a permanent disconnection from the sanitary sewer.

SECTION 2: Repeal of Conflicting Provisions. That all ordinance and resolutions, or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflict, expressly repealed.

SECTION 3: Publication in Pamphlet Form. This ordinance shall be in full force and effect after its passage, approval and publication as required by law.

ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES of the Village of La Grange Park, Cook County, Illinois this ____ day of ____, 2016.

YES:

NO:

ABSENT:

Approved this ____ day of ____, 2016.

Dr. James L. Discipio, Village President

ATTEST:

Amanda Seidel, Village Clerk

APPROVED AS TO FORM – VILLAGE ATTORNEY: _____

(B) The village will conduct periodic inspections to determine whether persons living in this separate sewer area are complying with this section.

(C) A copy of this section shall be sent by certified mail to the person or persons residing at each address located in the separate sewer area. Refusal to accept delivery of such certified mail will not relieve the owner of responsibility to comply with the provisions of this section.

(D) Any person, firm, partnership or corporation violating any provision of this section shall be fined not less than \$25 nor more than \$500 for each offense. Each day during which such violation shall continue shall constitute a separate offense. (Ord. 489, passed 8-14-90)

§ 50.28 DISCONNECTION OF DOWNSPOUTS FROM SANITARY SEWAGE SYSTEM.

(A) *New gutters and downspouts.* The installation of gutter and downspout systems on all new structures, and the replacement of gutter and downspout systems on all existing structures shall be designed and constructed to drain onto or into the ground and not drain into the conveying sanitary sewer.

(B) *Existing structures.*

(1) Prior to a closing on the sale of a property within the village, any gutter and downspout system connected to a sewer conveying sanitary sewage shall be disconnected at ground level or at the nearest pipe joint to ground level, reconfigured to drain onto or into the ground and not drain into the conveying sanitary sewer, and sealed with cement or cap and adhesive to provide a permanent disconnection from the sanitary sewer.

(2) No later than January 1, 2017, any gutter and downspout system of a single family residence connected to a sewer conveying sanitary

sewage shall be disconnected at ground level or at the nearest pipe joint to ground level, reconfigured to drain onto or into the ground and not drain into the conveying sanitary sewer, and sealed with cement or cap and adhesive to provide a permanent disconnection from the sanitary sewer.

(C) *Direction of drainage flow.* All new or reconfigured gutter and downspout systems shall be designed and constructed to drain storm water directly into the front yard, rear yard or side yard of the structure being served. The drainage from the gutter and downspout system shall not be directed onto any adjoining property.

(D) *Exemptions.* Exemptions to this section may be granted by the Director of Fire and Building, or a designee, who will consult with the Village Engineer concerning the exemption request. If following written request it is determined that compliance with this section will create a substantial hardship, an exemption may be granted and shall be in writing and kept on file in the Building Department. For purposes of this section, a substantial hardship shall exist when one or more of the following shall apply, and no practical alternative design solutions exist for the disconnection:

(1) Compliance will result in storm water damage to the structure served by the gutter and downspout system, or an adjoining structure or adjoining property. If an exemption request is made upon this basis, documentation from a licensed plumber or civil engineer shall accompany the request to identify the specific damage or hazards that may result.

(2) The design of the existing gutter and downspout system makes compliance impractical due to physical or natural obstructions that would make compliance impossible to achieve.

(E) *Appeals.*

(1) Any person appealing a decision of the Director of Fire and Building shall make the appeal by written notice filed in the Office of the Director of Fire and Building within 30 days from the date of the decision being appealed.

(2) The Director of Fire and Building shall request that the Appeals Board call a hearing on the appeal within 30 days of the notice of appeal filing. The Appeals Board shall consist of the Village President and Village Board of Trustees. The Appeals Board shall render a decision within ten days after completing such hearing.

(F) *Inspections.* Property owners shall provide property access to village personnel for purposes of inspecting compliance with this section, or to determine the validity of any request for an exemption to these standards.

(Ord. 729, passed 8-12-03; Ord. 1001, passed 1-27-15)



ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

1021 NORTH GRAND AVENUE EAST, P.O. BOX 19276, SPRINGFIELD, ILLINOIS 62794-9276 • (217) 782-3397

BRUCE RAUNER, GOVERNOR

LISA BONNETT, DIRECTOR

June 2, 2016

RECEIVED JUN 04 2016

Ms. Julia Cedillo, Manager
Village of LaGrange Park
447 N. Catherine Avenue
LaGrange Park, IL 60526-2099

Re: Illinois Green Infrastructure Grant Funding

Dear Ms. Cedillo:

I appreciate your letter dated May 31, 2016, expressing your concerns over the Illinois Green Infrastructure Grant (IGIG) Program and your specific projects. Funds for this program were unfortunately not included in the Capital Bill passed last July, furthermore due to the budget impasse there hasn't been a follow up Capital Bill as anticipated. Illinois EPA has no authority to process any Financial Assistance Agreement extensions during this time since we have no appropriation to attach to those agreements. Due to the lack of the appropriation Illinois EPA must allow all agreements to expire as the end date is reached.

Illinois EPA does expect at some point in the future a budget will be passed and that an appropriation for IGIG will be part of the next Capital Bill. When that happens, any IGIG agreements that were allowed to expire will receive new agreements without going through a competitive grant application process so that the previously awarded project(s) can be completed.

I commend you and your city for your dedication to green infrastructure and improving water quality. I appreciate your continued understanding and patience as we work through this difficult time for Illinois.

Sincerely,

Amy Walkenbach, Coordinator
Financial and Technical Assistance Programs
Illinois EPA, Bureau of Water

cc: Carol Radwine
Chris Davis

PRESIDENT
Dr. James L. Discipio
VILLAGE MANAGER
Julia A. Cedillo

VILLAGE CLERK
Amanda G. Seidel



TRUSTEES
Scott F. Mesick
Patricia B. Rocco
Michael L. Sheehan
James P. Kucera
Robert T. Lautner
Jamie M. Zaura

May 31, 2016

**Amy Walkenbach, Coordinator
Financial and Technical Assistance Programs
Illinois EPA, Bureau of Water
PO Box 19276
Springfield, IL 62794-9276**

Re: IGIG Grant (IGIG1302) – Downspout Disconnection Program

Dear Ms. Walkenbach,

The purpose of this correspondence is to request a two-year extension to our Financial Assistance Agreement (Agreement Number IGIG1302) for our Downspout Disconnection Assistance Program.

In late 2013, the Village was awarded an Illinois Green Infrastructure Grant for our downspout disconnection program, a program designed to assist residents in disconnecting their downspouts from the Village's combined sewer system and redirecting them to overland flow.

The Village is bordered by Salt and Addison creeks in the western suburbs and is located in an area that was hit particularly hard by heavy rain events over the last few years. The proposed project will reduce the volume and duration of combined sewer overflow events into Salt Creek. The Village considers Salt Creek an impaired asset needing collaborative programs to realize its full value to the community. This project will yield measurable results by reducing the amount of stormwater runoff, CSO overflows, and pollutants entering Salt Creek. As you know, Salt Creek is an important tributary of the Des Plaines River, part of the Illinois River and ultimately the Mississippi River watersheds.

Unfortunately, with the State's budget impasse, no funding was budgeted to maintain the IGIG program and its pending projects. As a result, just a few months in, the Village was forced to discontinue its assistance program and disconnections have nearly come to a halt. As part of the grant agreement, the Village amended its ordinance to require that all residential homes are disconnected by January 2017. The Village will not meet its measured goals under the program or the requirements of the grant agreement.

Despite funds being frozen, the Village did maintain a portion of the assistance program, the rainbarrel program, which is funded in part by the MWRD-GC. Since the program started, our residents have installed 684 rain barrels and there are currently over 100 on order for this

Spring/Summer. While this is quite the accomplishment, we need our homes disconnected from the combined sewer for Salt Creek to realize measurable benefit.

As such, the Village requests an extension until March 2019. If the state re-engages the grant program, and our program included, this will allow the Village two full seasons for disconnection, plus time to complete all necessary grant documentation. The Village will then amend its ordinance and extend the disconnection deadline to January 2019.

Thank you for your consideration of this request. This program will produce more than results in terms of mitigating pollutants in Salt Creek; it creates an awareness of shared responsibility for our environment and changes behavior.

Should you have any questions, please contact me directly at 708-354-0225, ext. 107.

Sincerely,

Julia Cedillo
Village Manager

C: Forrest Tucker, Special Projects Coordinator
Chief Dean Maggos, Director of Building and Fire
Jim Discipio, Village President

IGIG Grant Data – Downspout Disconnection Assistance Program

Disconnection Report	20-Apr-15	15-Jul-15	15-Oct-15	15-Jan-16	15-Apr-16	Total
Confirmed # of Homes Disconnected	4	59	65	16	4	148
Confirmed # of Downspouts Disconnected	6	195	194	33	24	452
Simple Disconnections Pending	20	0	5	5	5	5
Complex Disconnections Pending	6	5	2	1	1	1
Rain Barrels Ordered	42	215	352	75	114	798
Total Online Survey Responses	136	24	0	0	0	160
Total Paper Survey Responses (sent out 4/8/15)	22	98	6	1	1	128
Total Number of Onsite Home Visits	50	194	195	52	52	543

Julia Cedillo

From: Davis, Christine L. <Christine.Davis@Illinois.gov>
Sent: Monday, July 13, 2015 9:20 AM
To: Julia Cedillo
Subject: IGIG 1302 - IEPA Correspondence
Attachments: igig1302 curt ltr 150711.pdf

Importance: High

Hi Julia,

I wanted you to know that the attached letter was mailed out last Friday, July 10th. I believe that the situation will be resolved soon, but they are recommending that projects be paused. See attached.

Thanks! Chris

Christine Davis

Illinois EPA, Bureau of Water
1021 N. Grand Ave. East
P.O. Box 19276
Springfield, Illinois 62794-9276

christine.davis@illinois.gov

Desk line - 217.524.3036
General line - 217.782.3362
Fax - 217.785.1225

15th Biennial Governor's Conference
On the Management of the Illinois River System
October 27 – 29, 2015 Peoria Illinois

The Illinois River: A Watershed Partnership
<http://go.illinois.edu/ILRiverConference>



ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

1021 NORTH GRAND AVENUE EAST, P.O. BOX 19276, SPRINGFIELD, ILLINOIS 62794-9276 • (217) 782-3397

BRUCE RAUNER, GOVERNOR

LISA BONNETT, DIRECTOR

Ms. Julia Cedillo, Village Manager
Village of LaGrange Park
447 North Catherine Avenue
LaGrange Park, IL 60526-2009

IGIG1302

Dear Sir or Madam:

I wanted to keep you apprised of the situation in Springfield regarding your Illinois Green Infrastructure Grant (IGIG) project. The newly enacted Capital Bill for 2016 did not include an appropriation for the IGIG program. We anticipate that a follow up Capital Bill, to be presented in the coming weeks, will include IGIG funds.

With that in mind, I wanted to inform you that you will likely see a delay in payment on any invoices you submit for work performed after July 1, 2015. This will be the case until the next Capital Bill is enacted. I apologize now for this delay, it was unexpected and something we anticipate will be rectified fairly quickly.

Should you have any questions please do not hesitate to contact your Project Manager or me at the letterhead telephone number. I sincerely appreciate your understanding in this matter.

Sincerely,

A handwritten signature in cursive script, appearing to read "Amy Walkenbach".

Amy Walkenbach, Manager
Watershed Management Section
Bureau of Water

intended to be used for ongoing operating costs. They will be awarded based on criteria to include the reduction in 9-1-1 transfers, cost savings from shared resources, reducing the number of PSAPs and ETSBs and reducing the infrastructure required to adequately provide 9-1-1 network services.

Please support LTACC's grant request for funding in the amount of \$1.6 Million to support the following necessary and critical capital costs: CAD System (upgrade), Radio Consoles (upgrade), 9-1-1 System (upgrade), Mobile VPN Software (new), EMD software (new), 9-1-1 System (upgrade for back-up in Western Springs), Alarm Monitoring (upgrade), and Voice Logging Recorder (upgrade). *See Attached.*

RELEASE FUNDING FOR IGIG AND OSLAD GRANTS

Currently we have an Illinois Green Infrastructure Grant (IGIG) in the amount of \$416,000 that has been frozen by the State. The funds to support this grant program are not State of Illinois General Fund dollars. For this program, the State of Illinois utilizes funding from the interest earned for the Illinois EPA Revolving Loan Fund. As a result of this grant being on hold, the Village has had to discontinue its Downspout Disconnection Assistance Program, which would assist residents in the management of stormwater on their property, instead of impacting the combined sewer system (increases the likelihood of flooding) and the water quality of downstream waterways and wastewater systems. The Village of La Grange Park requests your support in releasing the funds for this grant so that our program can be reinstated. Placing this program on hold has cost the Village much time and money. We have not received reimbursement for \$17,000 for last fiscal year, when the state's budget was NOT yet frozen.

La Grange Park is also impacted by two OSLAD grants that have been frozen by the state. Memorial Park was awarded a \$400,000 grant on April 5, 2014. The complete cost of the project was approximately \$875,000. As of the day the funds were frozen, \$90,000 had already been spent with design costs and permits. Contracts had already been signed with contractors after the sealed bid process. Construction season has come and gone. Portions of the park are torn up and the community will have to wait longer to enjoy a new picnic shelter with permanent restrooms, new playground equipment, splash pad, water/sand play area, bocce ball court, ADA accessible pathways, gazebo and more.

Beach Oak Park was awarded an \$89,000 grant in January 2015. The complete cost of this project will be approximately \$175,000. As these grants were frozen before a signed contract from IDNR, no funds have been expended. The preliminary site plan calls for new playground equipment, a splash pad, basketball court and other improvements. The hope was to complete design this summer and construct this fall, creating jobs and improving residents' recreational opportunities.

We ask that you continue supporting OSLAD grants in the future and work towards unfreezing current funds. The OSLAD grant program is a win-win program for the State. By making a modest investment of capital funds that come from a dedicated funding source, these construction projects help leverage additional local dollars giving the State twice the return on its investment. Parks increase property values, sense of community, promote healthier lifestyles and provide recreational opportunities for residents. Each year, 83% of Illinois families use park district facilities, recreational programs and local parks.

SUPPORT HB 1556 – The Water Rate Protection Act (Rep Welch)

The City of Chicago's four-year water rate increase culminated with a 15 percent hike in 2015 for "Direct Connect" customers. The Village of La Grange Park receives its water from the Brookfield-North

Public Works Committee Divider

Michael Sheehan, Chairman

Jamie Zaura

Scott Mesick

VILLAGE BOARD AGENDA MEMO

Date: 06/21/2016

To: President & Board of Trustees

From: Brendan McLaughlin, Director of Public Works
Julia Cedillo, Village Manager

Re: **Request to Add Brainard Avenue (Richmond to Harding) to 2016 Road Paving Program**

GENERAL BACKGROUND

Based on direction at the Work Session meeting on June 14, 2016, this agenda item is a request that the Village Board authorize a Change Order to the Contract with GA Paving, Inc. to add Brainard Avenue (Richmond to Harding) to the 2016 Road Paving Program and an amendment to the Engineering Agreement with Hancock Engineering. The Village Board will be approving a contract with GA Paving for the 2016 Road Paving Program and the Engineering Agreement with Hancock Engineering at the June 28th Board Meeting.

Due to the extreme deterioration of Brainard Avenue, it is recommended that patching efforts be abandoned and that it be added to the 2016 Road Paving program.

State law permits the Village the ability to increase a contract up to 50%. That equates to \$1,061,712.50 for this contract. Actual costs will be paid per unit prices in the original contract. This amount is estimated to be \$392,170 for paving of Brainard Avenue (Richmond to Harding). Funds are available in the Road Bond Fund.

STAFF RECOMMENDATION:

Staff is recommending this Change Order to the Board for discussion and action at the June 28th Board meeting.

Staff is requesting that the Board waive the public bidding requirement for this paving work at the June 28th Board Meeting. Under 65 ILCS 5/8-9-1, a 2/3 vote of all elected trustees (i.e., the affirmative vote of 4 trustees) is required in order for the Board to waive the taking of public bids for any public improvement in excess of \$20,000.

Staff also recommends the Village Board approve a budget amendment for the Road Bonds Fund in the amount of \$500,000 to include the additional work.

MOTION / ACTION REQUESTED:

Motion:

- 1) Waiving the taking of public bids and authorizing a Change Order to the contract with GA Paving, Inc. in the amount of \$392,170
- 2) Authorizing an amendment to the Agreement with Hancock Engineering to increase their fee by \$59,000, and authorize the Village Manager to execute the necessary documents.
- 3) Approve an amendment to the FY2016/17 Road Bonds Fund budget in the amount of \$500,000 for Street Resurfacing.

DOCUMENTATION:

- Change Order dated June 28, 2016
- Amendment to Edwin Hancock Engineering Agreement

AMENDMENT NO. 1
TO THE
AGREEMENT
between
THE VILLAGE OF LA GRANGE PARK
and
EDWIN HANCOCK ENGINEERING CO.
for the
FURNISHING OF PROFESSIONAL SERVICES
for
2016 STREET PAVING PROGRAM

This Amendment No. 1 is to the AGREEMENT executed June 28, 2016. The amended terms result from a change to the original scope of the improvement by the addition of Brainard Avenue from Richmond Avenue to Harding Avenue.

ATTACHMENT B, Project Fee Schedule, is to be revised with the following:

<u>Design Engineering</u>	
Preliminary Engineering	24,000.00
Topographic Survey	84,000.00
Design Details	14,000.00
Specifications	25,000.00
Bid Engineering	3,000.00
Project Administration	<u>35,000.00</u>
Total Design Engineering Fee	\$ 185,000.00
<u>Construction Engineering</u>	
Construction Staking	60,000.00
Construction Inspection	91,000.00
Quantity Measurement	18,000.00
Resident Follow-Up/Project Admin.	<u>44,000.00</u>
Total Construction Engineering Fee	\$ 213,000.00
Total Fee, Design and Construction	\$ 398,000.00

IN WITNESS WHEREOF, the parties have caused this AMENDMENT NO. 1 to be executed in duplicate counterparts, each of which shall be considered as an original, by their duly authorized officers as of the dates below indicated.

Executed by the VILLAGE, this

_____ day of June, 2016.

VILLAGE OF LA GRANGE PARK
447 Catherine Avenue
La Grange Park, Illinois 60526

By: _____
Dr. James L Discipio, Village President

ATTEST:

By: _____
Amanda G. Seidel, Village Clerk

Executed by the ENGINEER, this

_____ day of June, 2016.

EDWIN HANCOCK ENGINEERING CO.
9933 ROOSEVELT ROAD
WESTCHESTER, ILLINOIS 60154

By: _____
Derek Treichel, P.E., President

ATTEST:

By: _____
Paul E Flood, Senior Vice President

(Seal)

CHANGE ORDER

Change Order No. 1

Date: June 28, 2016

PROJECT: **2016 Street Paving Program**

OWNER: Village of LaGrange Park

CONTRACTOR: Ga Paving, LLC

Change to the original scope of the improvement by the addition of Brainard Avenue from Richmond Avenue to Harding Avenue, and are hereby made a part of the CONTRACT DOCUMENTS:

ADDITIONAL STREET FOR CONTRACT ITEMS is \$392,170.00.

Change to CONTRACT AMOUNT:

Original CONTRACT AMOUNT	\$	2,123,425.00
Net change to CONTRACT AMOUNT by previously authorized Change Orders	\$	0.00
Change to the CONTRACT AMOUNT authorized by this Change Order	\$	<u>392,170.00</u>
CONTRACT AMOUNT including this Change Order	\$	2,515,595.00

Change to CONTRACT TIME: Revised Completion Date of November 30, 2016.

Approvals Required:

By Engineer: Edwin Hancock Engineering Co.
Paul E. Flood, Senior Vice President

By Contractor: GA Paving, LLC
George Angelillo, Member

By Owner: Village of LaGrange Park, Illinois
Julia Cedillo, Village Manager

Village Board Agenda Memo

Date: 06/20/2016

To: President and Board of Trustees

From: Brendan McLaughlin, Public Works Director *BSM*
Julia Cedillo, Village Manager *JMC*

RE: *Payment of On the Mark Water Services Invoices*

PURPOSE: Authorization of payments to On the Mark Water Services and approval of an open purchase order for future purchases contained within the Fiscal Year 2016-17 Budget.

GENERAL BACKGROUND: On the Mark Water Services has been the Village's vendor for maintenance and repairs of water main valves for over 15 years. They are extremely familiar with our system of water mains and very accommodating in scheduling preventive maintenance and repair during overnight hours in our business areas. As our valves can be over 80 years old, it is important to secure the skills of experienced repair people. Because the design of water valves has changed since they were installed in the 1920's, and parts are no longer available, On the Mark is able to rebuild valves with parts they fabricate. The rebuilding of these valves, versus the installation of new water valves saves the Village thousands of dollars. Also, repairing leaking valves saves the Village money previously lost due to leaks.

On the Mark completed their valve exercising work and invoiced the Village over three separate invoices. Taken together, these invoices amount to \$23,640 which exceeds staff's authority to issue payment. They also exceed the budgeted amount by \$640 as more valves were completed than anticipated.

The Department budgeted \$100,000 in the FY2016-17 Budget for Building and Water Main Maintenance, of that \$23,000 was designated for valve exercising and repairs. OTM has identified valves needing repair and it is projected another \$5,000 is needed to complete those repairs. The overage in valve exercising and any repair costs will be made up through other reductions in this line item.

As such, Village Board approval is being sought to pay for the valve exercising work and authorization to spend an additional \$5,000 for valve repairs. In the future, the annual maintenance and repair approval will be sought prior to work being completed and the valve exercising and repair program will be scaled back to complete one-third of the village per year.

STAFF RECOMMENDATION: Staff recommends approval of this payment and additional repair work at the June 28th Village Board Meeting.

MOTION/ACTION REQUESTED: Motion authorizing the payment to On the Mark Water Services for Invoices 1249, 1253 and 1254 in the amount of \$23,640 and authorizing additional expenses not to exceed \$5,000.

DOCUMENTATION:

- OTM Water Services Invoice 1249
- OTM Water Services Invoice 1253
- OTM Water Services Invoice 1254

Purchase Approval Form

Village of La Grange Park

For Finance Department Use	Address Verified: <input type="checkbox"/>	W9 Received: <input type="checkbox"/>
Vendor #: _____	Check Date: _____	Check #: _____
Invoice # / Date: _____ / _____	PO #: _____	

Department: WATER FUND Date: 6/3/2016

Vendor Name: OTM WATER SERVICES

Vendor Contact: _____ Vendor Phone #: 708-257-2783

Payment Address: 4726 W. 88th Street, Hometown IL 60456

Budget Account #	Description	Amount
03-44-3-304	Invoice 1254 dated 5/31/16	
	Execised 191 valves from sheets 1 thru 7	7,640.00
	(2016-17 Exercising Program)	
Total:		\$ 7,640.00

Materials and/or services were received and accepted:

Received by

Date Received

Purchase Approvals:

Purchased by

BIM

Department Head

If purchase is over \$1,500, attach 3 price quotes or describe reason for not obtaining 3 quotes.

Purchases over \$1,500 require Village Manager approval:



Village Manager

If purchase is \$10,000 or over, date of Village Board approval:

6/28/2016

Board Approval Date



OTM Water Services

4726 W 88th St
Hometown, IL 60456
Ph 708.257.2783

Invoice No.

1254

INVOICE

Customer

Name LAGRANGE PARK
Address _____
City _____ State _____ ZIP _____
Phone _____

Date 5/31/2016
Order No. _____
Rep _____
FOB _____

Qty	Description	Unit Price	TOTAL
191	Exercised 191 valves from sheets 1 thru 7.	\$40.00	\$7,640.00

Payment Details

- Cash
- Check
- Credit Card

Name _____
CC # _____
Expires _____

SubTotal	\$7,640.00
Shipping & Handling	\$0.00
Taxes State	
TOTAL	\$7,640.00

Office Use Only

ON THE MARK WATER SERVICES

Thank You

Purchase Approval Form

Village of La Grange Park

<u>For Finance Department Use</u>	Address Verified: <input type="checkbox"/>	W9 Received: <input type="checkbox"/>
Vendor #: _____	Check Date: _____	Check #: _____
Invoice # / Date: _____ / _____	PO #: _____	

Department: WATER FUND Date: 6/3/2016

Vendor Name: OTM WATER SERVICES

Vendor Contact: _____ Vendor Phone #: 708-257-2783

Payment Address: 4726 W. 88th Street, Hometown IL 60456

Budget Account #	Description	Amount
03-44-3-304	Invoice 1253 dated 5/31/16	
	Excised 200 valves from sheets 1 thru 7	8,000.00
	(2016-17 Exercising Program)	
Total:		\$ 8,000.00

Materials and/or services were received and accepted:

Received by _____ Date Received _____

Purchase Approvals:

Purchased by _____ Department Head BTM

If purchase is over \$1,500, attach 3 price quotes or describe reason for not obtaining 3 quotes.

Purchases over \$1,500 require Village Manager approval:


Village Manager

If purchase is \$10,000 or over, date of Village Board approval:

6/28/2016
Board Approval Date



OTM Water Services

4726 W 88th St
Hometown, IL 60456
Ph 708.257.2783

Invoice No.

1253

INVOICE

Customer

Name LAGRANGE PARK
Address _____
City _____ State _____ ZIP _____
Phone _____

Date 5/31/2016
Order No. _____
Rep _____
FOB _____

Qty	Description	Unit Price	TOTAL
200	Exercised 200 valves from sheets 1 thru 7.	\$40.00	\$8,000.00

Payment Details

- Cash
- Check
- Credit Card

Name _____
CC # _____
Expires _____

SubTotal	\$8,000.00
Shipping & Handling	\$0.00
Taxes State	
TOTAL	\$8,000.00

Office Use Only

ON THE MARK WATER SERVICES

Thank You

Purchase Approval Form

Village of La Grange Park

<u>For Finance Department Use</u>	Address Verified: <input type="checkbox"/>	W9 Received: <input type="checkbox"/>
Vendor #: _____	Check Date: _____	Check #: _____
Invoice # / Date: _____ / _____	PO #: _____	

Department: WATER FUND Date: 5/12/2016

Vendor Name: OTM WATER SERVICES

Vendor Contact: _____ Vendor Phone #: 708-257-2783

Payment Address: 4726 W. 88th Street, Hometown IL 60456

Budget Account #	Description	Amount
03-44-3-304	Invoice 1249 dated 5/12/16	
	Excised 200 valves from sheets 1, 2, 3 & 6	8,000.00
	(2016-17 Exercising Program)	
Total:		\$ 8,000.00

Materials and/or services were received and accepted:

Received by

Date Received

Purchase Approvals:

Purchased by

BSM

Department Head

If purchase is over \$1,500, attach 3 price quotes or describe reason for not obtaining 3 quotes.

Purchases over \$1,500 require Village Manager approval:



Village Manager

If purchase is \$10,000 or over, date of Village Board approval:

6/28/2016

Board Approval Date



OTM Water Services

4726 W 88th St
Hometown, IL 60456
Ph 708.257.2783

Invoice No.

1249

INVOICE

Customer

Name LAGRANGE PARK
Address _____
City _____ State _____ ZIP _____
Phone _____

Date 5/12/2016
Order No. _____
Rep _____
FOB _____

Qty	Description	Unit Price	TOTAL
200	Exercised 200 valves from sheets 1, 2, 3 and 6.	\$40.00	\$8,000.00

Payment Details

- Cash
- Check
- Credit Card

Name _____
CC # _____
Expires _____

SubTotal	\$8,000.00
Shipping & Handling	\$0.00
Taxes State	
TOTAL	\$8,000.00

Office Use Only

ON THE MARK WATER SERVICES

Thank You

Items of Interest Divider

VILLAGE OF LA GRANGE PARK

La Grange Park Village Hall, 447 N. Catherine Ave., La Grange Park, Illinois

Cake and Coffee for Corey Noble at 7pm prior to June 28th meeting
CRC Meeting following June 28th meeting

2016 MEETINGS REMINDER

June 28, 2016	Village Board Meeting	7:30 p.m.	Village Hall
July 12, 2016	Work Session Meeting	7:30 p.m.	Village Hall
July 26, 2016	Village Board Meeting	7:30 p.m.	Village Hall
August 9, 2016	Work Session Meeting	7:30 p.m.	Village Hall
August 23, 2016	Village Board Meeting	7:30 p.m.	Village Hall
September 13, 2016	Work Session Meeting	7:30 p.m.	Village Hall
September 27, 2016	Village Board Meeting	7:30 p.m.	Village Hall
October 11, 2016	Work Session Meeting	7:30 p.m.	Village Hall
October 25, 2016	Village Board Meeting	7:30 p.m.	Village Hall
November 8, 2016	Work Session Meeting	7:30 p.m.	Village Hall
November 22, 2016	Village Board Meeting	7:30 p.m.	Village Hall
December 13, 2016	Village Board Meeting	7:30 p.m.	Village Hall