

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
Mario J. Fotino
Robert T. Lautner

VILLAGE BOARD WORK SESSION MEETING

Tuesday, JANUARY 13, 2015 – 7:30 P.M.

AGENDA

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Public Participation (agenda and non-agenda related)**
5. **Public Works Committee Items**
 - A. Discussion & Action – Authorization for Purchase of LaGrange Road Light Poles: *Motion to approve expenditure not to exceed \$25,000 for purchase of 2 complete street light poles with arms and lamp fixtures*
 - B. Discussion – Kemman Avenue Resurfacing: *Motion 1) to approve the Local Agency Agreement for Federal Participation, 2) to approve the Construction Engineering Services Agreement for Federal Participation, and 3) to approve the MFT Resolution and authorizing the execution of said documents*
6. **Other Reports:**
 - A. Village Manager
Discussion - 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
 - B. Village President
 - C. Village Clerk
 - D. Committee
7. **New Business**

VILLAGE BOARD MEETING
Tuesday, January 13, 2015 – 7:30 p.m.

AGENDA (continued – Page 2)

- 8. Executive Session** – *For the purpose of discussing 1) the appointment, employment, compensation, discipline, performance or dismissal of specific employees of the public body according to 5ILCS 120/2 (c)(1), and 2) personnel in accordance with 5 ILCS 120/2 (c)(1).*

- 9. Adjourn**

Next Village Board Meeting: January 27, 2015

Next Village Work Session Meeting: February 10, 2015



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. Andy Bagley at (708) 354-0225 between 9:00 and 5:00 before the meeting so that the Village can make reasonable accommodations for you.

Public Works Committee

Scott Mesick, Chairman

Michael Sheehan

Mario Fotino

Village Board Agenda Memo

Date: 1/7/2015

To: President and Board of Trustees

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

RE: AUTHORIZATION FOR PURCHASE OF LA GRANGE ROAD LIGHT POLES

PURPOSE: To request authorization to purchase 2 street lights (complete set: pole, arms and lamp fixture) from Gexpro in an amount not to exceed \$25,000.

DISCUSSION:

Staff is seeking approval for an expenditure to purchase street light poles to be used on La Grange Road. On December 23rd & December 25th two incidents occurred on La Grange Road, and it was necessary to replace the street light poles and fixtures. We had one pole in stock, but will have to wait for the second pole to be delivered. This will leave us one pole available for a future knock down.

In order to match the existing poles on La Grange Road, the Village continues to purchase Millerbernd poles and Sterner fixtures from Gexpro. At the time of printing we were awaiting a final price quote from Gexpro. Based on prior purchases, it is estimated that the purchase price of two street light poles (including the fixture with lamp/arm) should be less than \$25,000. (The Village Board will be provided with the price quote once it is received.) The FY 14/15 Budget includes \$7,500 for one replacement pole plus install. The remainder will have to come from Fund Balance. Claims have been filed for both knock downs, and our risk management pool will seek reimbursement from each driver.

MOTION/ACTION REQUESTED:

This item is being placed on the January 13, 2015, Work Session for discussion and action.

Move to approve expenditure not to exceed \$25,000 for purchase of 2 complete street light poles with arms and lamp fixtures.

RECOMMENDATION:

Staff recommends approval of the expenditure.

DOCUMENTATION:

- Quote from Gexpro when received

Village Board Agenda Memo

Date: January 7, 2015

To: President and Board of Trustees

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

BTJM

RE: Kemman Avenue Resurfacing

PURPOSE: In order to get the Kemman Avenue Resurfacing Project situated for May 2015 construction, staff is seeking approval of:

- the Local Agency Agreement for Federal Participation
- the Construction Engineering Services Agreement for Federal Participation, and
- the MFT Resolution

GENERAL BACKGROUND:

Following last winter's heavy snows a decision was made to patch Harding to extend its useful life and to request a project substitution to allow Kemman to be resurfaced in 2015 utilizing federal aid under the Surface Transportation Program. Hancock Engineering has prepared the necessary documents and gained approval through the West Central Municipal Conference to advance this project in 2015.

The next step is to enter into the Local Agency Agreement for Federal Participation, which requires the Construction Engineering Services Agreement and MFT Resolution to be approved by the Village Board. This allows plans to be submitted to IDOT for a March bid letting.

This project is being funded in part with federal aid. Sixty percent of construction and construction engineering costs will be paid for with Federal funds. The Village pays the remaining forty percent, plus one hundred percent of the design engineering costs. The total cost to the Village is estimated at \$232,908.

MOTION/ACTION REQUESTED:

Motion approving:

the Local Agency Agreement for Federal Participation,
the Construction Engineering Services Agreement for Federal Participation, and
the MFT Resolution and authorizing the execution of said documents.

STAFF RECOMMENDATION:

Staff recommends approval of these documents.

DOCUMENTATION:

- the Local Agency Agreement for Federal Participation
- the Construction Engineering Services Agreement for Federal Participation, and
- the MFT Resolution

January 5, 2015

Mr. Brendan McLaughlin
Director of Public Works
Village of LaGrange Park
447 North Catherine
LaGrange Park, IL 6526

Re: Kemman Avenue LAFO

Dear Mr. McLaughlin:

Please find enclosed the following items that require board approval and or signatures for the Kemman Avenue LAFO project:

- Six (6) copies of the Local Agency Agreement for Federal Participation (BLR 05310) that need to be signed by the Village President (red tabs) on page 5.
- Four (4) copies of the Construction Engineering Services Agreement for Federal Participation (BLR 05611) that need to be signed by the Village President (red tabs) on page 6 and signed and sealed by the Village Clerk (blue tabs) on page 6 as well. In addition, Brendan you will have to sign and date (yellow tag) Exhibit D (which is included in the Agreement package) and Exhibit C (yellow tag) which is separate.
- Two (2) copies of the MFT Resolution in the amount of \$273,270.00. The resolution is to be signed and sealed by the Village Clerk (blue tab). The resolution must cover the Village's cost for construction and the entire cost for construction engineering because the Village must first pay the money and then get reimbursed. The estimated final cost to the Village will be \$232,908 after the Village receives reimbursement from IDOT for the federal portion of construction engineering.

Please return all copies to our office for processing and forwarding to IDOT.

The project is scheduled for a March 2015 letting and construction is expected to begin in late May or early June. If you should have any questions, please feel free to call.

Very truly yours,

EDWIN HANCOCK ENGINEERING CO.


James Goumas
Executive Vice President

 Illinois Department of Transportation Local Agency Agreement for Federal Participation	Local Agency Village of LaGrange Park	State Contract X	Day Labor	Local Contract	RR Force Account
	Section 14-00075-00-RS	Fund Type STU	ITEP and/or SRTS Number		
Construction Job Number Project Number C-91-416-14 M-4003(373)		Engineering Job Number Project Number		Right-of-Way Job Number Project Number	

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

Location

Local Name Kemman Avenue Route FAU 2714 Length 0.51 mile
 Termini 26th Street to 31st Street

Current Jurisdiction LA TIP Number 05-14-0008 Existing Structure No N/A

Project Description

Asphalt surface removal, pavement patching, leveling binder, hot-mix asphalt resurfacing, curb and gutter repairs and sidewalk removal and replacement

Division of Cost

Type of Work	STU	%	%	LA	%	Total
Participating Construction	309,000	(*)	()	206,000	(BAL)	515,000
Non-Participating Construction		()	()		()	
Preliminary Engineering		()	()		()	
Construction Engineering	40,362	(*)	()	26,908	(BAL)	67,270
Right of Way		()	()		()	
Railroads		()	()		()	
Utilities		()	()		()	
Materials						
TOTAL	\$ 349,362			\$ 232,908		\$ 582,270

*Maximum FHWA (STU) participation 60% not to exceed \$349,362.

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.
 If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

Local Agency Appropriation

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

Method of Financing (State Contract Work)

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

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

Agreement Provisions

THE LA AGREES:

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

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

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

THE STATE AGREES:

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

IT IS MUTUALLY AGREED:

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

ADDENDA

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

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

(Insert addendum numbers and titles as applicable)

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

APPROVED

Local Agency

James D. Discipio

Name of Official (Print or Type Name)

Village President

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

(Signature)

Date

APPROVED

State of Illinois
Department of Transportation

Erica J. Borggren, Acting Secretary

Date

By:

Aaron A. Weatherholt, Deputy Director of Highways

Date

Omer Osman, Director of Highways/Chief Engineer

Date

Michael A. Forti, Chief Counsel

Date

Tony Small, Director of Finance and Administration

Date

The above signature certifies the agency's TIN number is 36-6005954 conducting business as a Governmental Entity.

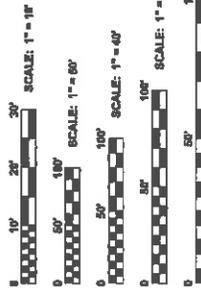
DUNS Number 060369022

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

INDEX OF SHEETS ON SHEET NO. 2

TRAFFIC DATA
ADT (2013) = 6,400
POSTED SPEED LIMIT = 25 MPH
DESIGN SPEED LIMIT = 25 MPH
DESIGN DESIGNATION
MAJOR COLLECTOR

PROJECT LOCATED IN
THE VILLAGE OF LA GRANGE PARK



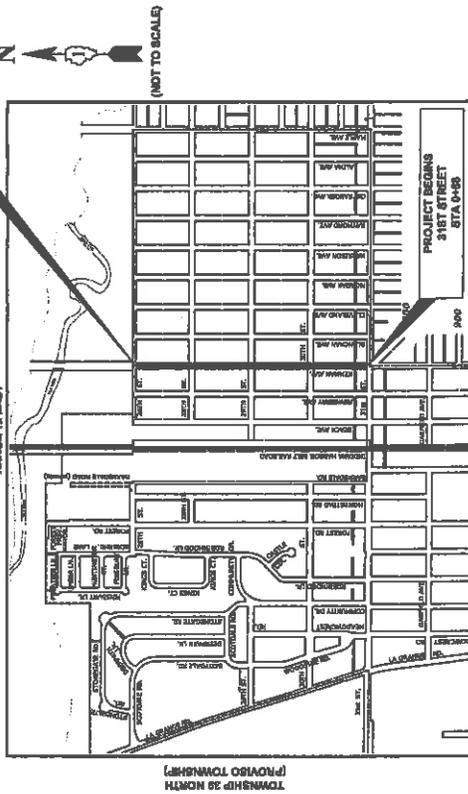
FULL SIZE PLANS HAVE BEEN PREPARED USING STANDARD ENGINEERING SCALES. REDUCED SIZED PLANS WILL NOT CONFORM TO STANDARD SCALES. IN TOWNHO MEASUREMENTS ON REDUCED PLANS, THE ABOVE SCALES MAY BE USED.



CONTRACT NO. XXXXXX

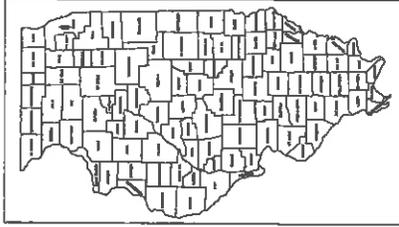
STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION DIVISION OF HIGHWAYS PLANS FOR PROPOSED FEDERAL AID PROJECT KEMMAN AVENUE 26TH STREET TO 31ST STREET RESURFACING SECTION NO. 14-00075-00-RS PROJECT M-4003 (373) VILLAGE OF LA GRANGE PARK COOK COUNTY JOB NO. C-91-416-14

LOCATION MAP
RANGE 12 EAST



SECTION 27
- AREA OF IMPROVEMENT
GROSS LENGTH OF IMPROVEMENT = 2,679 FT = 0.507 MI
NET LENGTH OF IMPROVEMENT = 2,679 FT = 0.507 MI

STATE NO.	SECTION	COUNTY	TOWNSHIP	RANGE
14-00075-00-RS	M-4003 (373)	COOK	27	12
CONTRACT NO.	XXXXXX			



LOCATION OF SECTION INDICATED THIS:

PRINTED BY THE AUTHORITY OF THE STATE OF ILLINOIS

STATE OF ILLINOIS
ILLINOIS DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS

APPROVED: _____ IN _____
VILLAGE OF WESTPHALIA, PRESIDENT

PASSED: _____ IN _____
BETWEEN 1 MEMBER OF LOCAL ROADS & STREETS
ASSOCIATION FOR THE
VILLAGE OF WESTPHALIA

DEPT. DIVISION OF HIGHWAYS
TOLSON T. HANCOCK



DRAWN BY: _____
DATE: _____
LICENSE NUMBER: _____

TOLSON T. HANCOCK
ENGINEER
3633 ROOSEVELT ROAD
WESTCHESTER, ILLINOIS 61814

Attachment No. 1 - Location Map

Local Agency Village of LaGrange Park	L O C A L A G E N C Y	 Illinois Department of Transportation Construction Engineering Services Agreement For Federal Participation	C O N S U L T A N T	Consultant Edwin Hancock Engineering
County Cook				Address 9933 Roosevelt Road
Section 14-00075-00-RS				City Westchester
Project No. M-4003(373)				State IL
Job No. C-91-416-14				Zip Code 60154
Contact Name/Phone/E-mail Address Brendan McLaughlin/708-354-0225/ bmclaughlin@lagrangepark.org				Contact Name/Phone/E-mail Address Jim Goumas/708-865- 0300/jggoumas@ehancock.com

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

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer	Deputy Director Division of Highways, Regional Engineer, Department of Transportation
Resident Construction Supervisor In Responsible Charge	Authorized representative of the LA in immediate charge of the engineering details of the PROJECT
Contractor	A full time LA employee authorized to administer inherently governmental PROJECT activities Company or Companies to which the construction contract was awarded

Project Description

Name	<u>Kemman Avenue</u>	Route	<u>FAU 2714</u>	Length	<u>0.51 Mi</u>	Structure No.	<u>N/A</u>
Termini	<u>26th Street to 31st Street</u>						

Description: Hot-mix asphalt surface removal, curb and gutter, driveway and sidewalk removal and replacement, pavement patching, leveling binder, hot-mix asphalt surface, thermoplastic pavement marking and other appurtenant work.

Agreement Provisions

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the engineering services for the LA, in connection with the PROJECT hereinbefore described and checked below:
 - a. Proportion concrete according to applicable STATE Bureau of Materials and Physical Research (BMPR) Quality Control/Quality Assurance (QC/QA) training documents or contract requirements and obtain samples and perform testing as noted below.
 - b. Proportion hot mix asphalt according to applicable STATE BMPR QC/QA training documents and obtain samples and perform testing as noted below.
 - c. For soils, to obtain samples and perform testing as noted below.
 - d. For aggregates, to obtain samples and perform testing as noted below.

NOTE: For 1a. through 1d. the ENGINEER is to obtain samples for testing according to the STATE BMPR "Project Procedures Guide", or as indicated in the specifications, or as attached herein by the LA; test according to the STATE BMPR "Manual of Test Procedures for Materials", submit STATE BMPR inspection reports; and verify compliance with contract specifications.

- e. Inspection of all materials when inspection is not provided at the sources by the STATE BMPR, and submit inspection reports to the LA and the STATE in accordance with the STATE BMPR "Project Procedures Guide" and the policies of the STATE.
 - f. For Quality Assurance services, provide personnel who have completed the appropriate STATE BMPR QC/QA trained technician classes.
 - g. Inspect, document and inform the LA employee In Responsible Charge of the adequacy of the establishment and maintenance of the traffic control.
 - h. Geometric control including all construction staking and construction layouts.
 - i. Quality control of the construction work in progress and the enforcement of the contract provisions in accordance with the STATE Construction Manual.
 - j. Measurement and computation of pay items.
 - k. Maintain 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.
 - l. Preparation and submission to the LA by the required form and number of copies, all partial and final payment estimates, change orders, records, documentation and reports required by the LA and the STATE.
 - m. Revision of contract drawings to reflect as built conditions.
 - n. Act as resident construction supervisor and coordinate with the LA employee In Responsible Charge.
2. Engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with the AGREEMENT.
 3. To furnish the services as required herein within twenty-four hours of notification by the LA employee In Responsible Charge.
 4. To attend meetings and visit the site of the work at any reasonable time when requested to do so by representatives of the LA or STATE.
 5. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without the written consent of the LA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
 6. The ENGINEER shall submit invoices, based on the ENGINEER's progress reports, to the LA employee In Responsible Charge, no more than once a month for partial payment on account for the ENGINEER's work completed to date. Such invoices shall represent the value, to the LA of the partially completed work, based on the sum of the actual costs incurred, plus a percentage (equal to the percentage of the construction engineering completed) of the fixed fee for the fully completed work.
 7. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable to improvement of the SECTION; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
 8. That the ENGINEER shall be responsible for the accuracy of the ENGINEER's work and correction of any errors, omissions or ambiguities due to the ENGINEER'S negligence which may occur either during prosecution or after acceptance by the LA. Should any damage to persons or property result from the ENGINEER's error, omission or negligent act, the ENGINEER shall indemnify the LA, the STATE and their employees from all accrued claims or liability and assume all restitution and repair costs arising from such negligence. The ENGINEER shall give immediate attention to any remedial changes so there will be minimal delay to the contractor and prepare such data as necessary to effectuate corrections, in consultation with and without further compensation from the LA.
 9. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.
 10. The undersigned certifies neither the ENGINEER nor I have:
 - a) employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT;

- b) agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - c) paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - d) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - e) have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - f) are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) of this certification; and
 - g) have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.
11. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.
 12. To submit all invoices to the LA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
 13. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the work called for in the AGREEMENT.
 14. To be prequalified with the STATE in Construction Inspection when the ENGINEER or the ENGINEER's assigned staff is named as resident construction supervisor. The onsite resident construction supervisor shall have a valid Documentation of Contract Quantities certification.
 15. Will provide, as required, project inspectors that have a valid Documentation of Contract Quantities certification.

II. THE LA AGREES,

1. To furnish a full time LA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
2. To furnish the necessary plans and specifications.
3. To notify the ENGINEER at least 24 hours in advance of the need for personnel or services.
4. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee Formulas

- $FF = 14.5\%[DL + R(DL) + OH(DL) + IHDC]$, or
- $FF = 14.5\%[(2.3 + R)DL + IHDC]$

Where: DL = Direct Labor
 IHDC = In House Direct Costs
 OH = Consultant Firm's Actual Overhead Factor
 R = Complexity Factor
 FF=Fixed Fee
 SBO = Services by Others

Total Compensation = DL +IHDC+OH+FF+SBO

Specific Rate

(Pay per element)

Lump Sum

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

With Retainage

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

Without Retainage

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

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

7. To submit approved form BC 775 (Exhibit C) and BC 776 (Exhibit D) with this AGREEMENT.

III. It is Mutually Agreed,

1. That the ENGINEER and the ENGINEER's subcontractors will maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and to make such materials available at their respective offices at all reasonable times during the AGREEMENT period and for three years from the date of final payment under this AGREEMENT, for inspection by the STATE, Federal Highway Administration or any authorized representatives of the federal government and copies thereof shall be furnished if requested.
2. That all services are to be furnished as required by construction progress and as determined by the LA employee In Responsible Charge. The ENGINEER shall complete all services specified herein within a time considered reasonable to the LA, after the CONTRACTOR has completed the construction contract.
3. That all field notes, test records and reports shall be turned over to and become the property of the LA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
4. That this AGREEMENT may be terminated by the LA upon written notice to the ENGINEER, at the ENGINEER's last known address, with the understanding that should the AGREEMENT be terminated by the LA, the ENGINEER shall be paid for any services completed and any services partially completed. The percentage of the total services which have been rendered by the ENGINEER shall be mutually agreed by the parties hereto. The fixed fee stipulated in numbered paragraph 4d of Section II shall be multiplied by this percentage and added to the ENGINEER's actual costs to obtain the earned value of work performed. All field notes, test records and reports completed or partially completed at the time of termination shall become the property of, and be delivered to, the LA.
5. That any differences between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
6. That in the event the engineering and inspection services to be furnished and performed by the LA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent or inadequate, the STATE shall have the right to supplement the engineering and inspection force or to replace the engineers or inspectors employed on such work at the expense of the LA.

7. That the ENGINEER has not been retained or compensated to provide design and construction review services relating to the contractor's safety precautions, except as provided in numbered paragraph 1f of Section I.
8. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

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

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

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

Exhibit A - Construction Engineering

Route: Kemman Avenue
 Local LaGrange Park
 (Municipality/Township/County)
 Section: 14-00075-00-RS
 Project: M-4003(373)
 Job No.: C-91-416-14

*Firm's approved rates on file with
 Bureau of Accounting and Auditing:
 Overhead Rate (OH) 147.66 %
 Complexity Factor (R) 0.00
 Calendar Days 30

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

Cost Estimate of Consultant's Services in Dollars									
Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead (OH*DL)	Services by Others (SBO)	In-House Direct Costs (IHDC)	Fixed Fee (FF)	Total
Project	Engineer VI	16.0	\$48.08	\$769.28	\$1,135.92			\$276.25	\$2,181.45
Project	Engineer V	80.0	\$44.71	\$3,576.80	\$5,281.50			\$1,284.45	\$10,142.76
Project Inspection	Engineer IV	32.0	37.79	\$1,209.28	\$1,785.62			\$434.26	\$3,429.16
Project Inspection	Engineer III	256.0	30.87	\$7,902.72	\$11,669.16			\$2,837.92	\$22,409.80
Construction	Engineer - IV	40.0	37.79	\$1,511.60	\$2,232.03			\$542.83	\$4,286.45
Construction	Engineer- III	40.0	30.29	\$1,211.60	\$1,789.05			\$435.09	\$3,435.74
Documentation	Engineer V	16.0	44.71	\$715.36	\$1,056.30			\$256.89	\$2,028.55
Documentation	Engineer-III	32.0	30.87	\$987.84	\$1,458.64			\$354.74	\$2,801.22
Project Closeout	Engineer VI	8.0	48.08	\$384.64	\$567.96			\$138.13	\$1,090.73
Project Closeout	Engineer IV	40.0	37.79	\$1,511.60	\$2,232.03			\$542.83	\$4,286.45
Project Closeout	Engineer III	80.0	30.87	\$2,469.60	\$3,646.61			\$886.85	\$7,003.06
Material Testing						\$4,171.00			\$4,171.00
Totals		640		\$22,250.32	\$32,854.82	\$4,171.00		\$7,990.25	\$67,266.39



Illinois Department of Transportation

Local Public Agency Resident Construction Supervisor/ In Responsible Charge

Mr. John Fortman
Deputy Director Division of Highways
Regional Engineer
Department of Transportation
Region 1
Schaumburg, Illinois 60196

County Cook
Municipality LaGrange Park
Section 14-00075-00-RS
Route Kemman Avenue
Contract No. 61A99
Job No. C-91-416-14
Project M-4003(373)

- I recommend the following individual as a local public agency employee qualified to be resident construction supervisor and to be in responsible charge of this construction project.
- I certify that I am in responsible charge as defined by the department of this construction project. Since the local public agency does not have a local public agency employee qualified to be the resident construction supervisor, I am recommending a consulting engineer to serve as resident construction supervisor.

Date Brendan McLaughlin, Director of Public Works
Signature and Title (for the Local Public Agency)

William Peterhansen, P.E., Edwin Hancock Engineering Co.
Applicants Name (Type or Print)

The following describes my educational background, experience and other qualifications to be resident construction supervisor of this construction project for the Local Public Agency.
For Consultants: I certify that my firm is prequalified in Construction Inspection and my Documentation of Contract Quantities certificate number is 12-0393.

I am a registered professional engineer in the state of Illinois with a degree in Civil Engineering from Bradley University. I have 10 years of experience serving as resident construction inspector for municipal projects that have been administered by IDOT and local agencies. I have been serving as the Resident Construction Supervisor on projects for the past six years.

Date _____ Signature of Applicant _____ Engineer IV
Job Title of Applicant

Based on the above information and my knowledge of the applicant's experience and training, it is my opinion that the applicant is qualified to serve as the resident construction supervisor on this construction project.

Approved _____
Date _____ Deputy Director Division of Highways Regional Engineer

cc: Engineer of Local Roads and Streets, Central Bureau of Local Roads and Streets
Engineer of Construction, Central Bureau of Construction
Resident Construction Supervisor
Local Public Agency



**Local Public Agency
Construction Inspector**

Mr. John Fortman
Deputy Director Division of Highways
Regional Engineer
Department of Transportation
Regions 1
Schaumburg, Illinois 60196

County	<u>Cook</u>
Municipality	<u>LaGrange Park</u>
Section	<u>14-00075-00-RS</u>
Route	<u>Kemman Avenue</u>
Contract No.	<u>61A99</u>
Job No.	<u>C-91-416-14</u>
Project	<u>M-4003(373)</u>

I consider the following individual to be qualified as a local public agency construction inspector. In addition, I certify that adequate instruction has been given this individual concerning the requirements of the contract, specifications and construction manual which pertain to the work which he/she will inspect. This individual has been instructed on the proper procedures for any necessary tests. Furthermore, if a consultant, this individual has a valid Documentation of Contract Quantities certification.

Approved _____ Date _____ William Peterhansen
Signature and Title of Resident Construction Supervisor

Applicants Name (Type or Print)

The following describes the educational background, experience and other qualifications of the named applicant to serve as an inspector on this project.
For Consultants Employees: Documentation of Contract Quantities certificate number is 14-0161.

I am an Engineering Technician with over 30 years of experience serving as resident construction inspector for municipal projects and projects that have been administered by IDOT.

If the Resident from BC-775 is a consultant, the local public agency employee in responsible charge must also approve this individual.

Approved _____ Date _____ Brendan McLaughlin, Director of Public Works
Signature and Title of In Responsible Charge from BC-775

EXHIBIT E

HOURLY SALARY RANGE - ENGINEER'S REGULAR SCALE

<u>CLASSIFICATION</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
ENGINEER - VI	\$ 45.00	\$ 55.00
ENGINEER - V	35.00	52.00
ENGINEER - IV	30.00	40.00
ENGINEER - III	28.00	35.00
ENGINEER - II	24.00	28.00
ENGINEER - I	20.00	24.00
CADD MANAGER	30.00	35.00
CADD TECHNICIAN - II	25.00	30.00
CADD TECHNICIAN - I	20.00	25.00
ENGINEERING TECHNICIAN - VI	35.00	40.00
ENGINEERING TECHNICIAN - V	25.00	35.00
ENGINEERING TECHNICIAN - IV	20.00	25.00
ENGINEERING TECHNICIAN - III	15.00	20.00
ENGINEERING TECHNICIAN - II	10.00	15.00
ENGINEERING TECHNICIAN - I	10.00	12.00
ADMINISTRATIVE ASSISTANT	25.00	40.00

2014- STATEMENT OF EXPERIENCE AND FINANCIAL CONDITION

EXHIBIT F

PAYROLL BURDEN AND FRINGE COSTS

	<u>% OF DIRECT PRODUCTIVE PAYROLL</u>
(Federal Insurance Contributions Act)	
(State and Federal Unemployment Insurance)	15.38%
(Worker's Compensation Insurance)	
Paid Holidays, Vacation, Sick Leave, Bonuses	35.24%
Retirement Plan	16.97%
Group Insurance	<u>23.98%</u>
TOTAL PAYROLL BURDEN AND FRINGE COSTS	91.57%

2014- STATEMENT OF EXPERIENCE AND FINANCIAL CONDITION

EXHIBIT G

OVERHEAD AND INDIRECT COSTS

	<u>% OF DIRECT PRODUCTIVE PAYROLL</u>
Taxes except Federal Income Tax	5.92%
Business Insurance, (except key-man insurance) Accident, Liability and Valuable Papers	2.91%
Depreciation and Amortization	2.99%
Administrative, Unassignable Staff Time, Recruiting, Training and Education, Severance, Negotiating New Business, and Office Accounting, Clerical and Secretarial Wages and Salaries	20.10%
Reproduction, Printing Costs, Office Supplies and Postage	3.81%
Professional Services including Specialists, Legal, Accounting, etc.	4.08%
Outside computer services	1.40%
Employee Travel Expense not assigned to clients, in state only	7.09%
Telephone and pager	2.02%
Fees, Licenses, Dues, Publications (Technical and Professional) Tuitions and Seminars	0.97%
Business Space Utilities and Maintenance	1.81%
Rental and Maintenance of Equipment	2.43%
Miscellaneous Expense	0.04%
Facilities Capital Cost of Money	<u>0.52%</u>
TOTAL OVERHEAD AND INDIRECT COSTS	56.09%

2014- STATEMENT OF EXPERIENCE AND FINANCIAL CONDITION

Village of LaGrange Park
Kemman Avenue Improvements
31st Street to 26th Street
Section No.: 14-00075-00-RS
Project No. M-4003(373)

The project is scheduled for the March 6, 2015 letting and construction is slated to begin in May of 2015. Construction is scheduled to take 2 months to complete. We anticipate that all paperwork and the final estimate will be completed by September of 2015.

December 8, 2014



TESTING SERVICE CORPORATION

Corporate Office

360 South Main Place, Carol Stream, IL 60188-2404
630.462.2600 • Fax 630.653.2988

Mr. Chris Baker, P.E.
Edwin Hancock Engineering Company
9933 Roosevelt Road
Westchester, Illinois 60154-2749

RE: P.N. 53,968
Construction Material Engineering
Kemman Avenue LAFO
LaGrange Park, Illinois

Dear Mr. Baker:

Per your request, Testing Service Corporation (TSC) is pleased to submit this proposal to provide the Construction Materials Engineering Services that will be requested by you for the above referenced project. The broad objectives of our work will be to conduct and interpret tests and report our findings as directed by Edwin Hancock Engineering Company.

TSC is staffed and equipped to provide any of the following services that may be ordered by you:

- **Field Quality Control Services**
 - Observe proof-rolling operations.
 - Recommend amount of undercut using IDOT cone penetrometer procedure.
 - Perform in-place density tests on engineered fill/backfill and granular base course
 - Test plastic concrete for slump, air content, temperature, unit weight and cast test cylinders.
 - Establish rolling pattern for bituminous concrete pavement mix with nuclear density gauge.
 - Pickup samples in the field for laboratory tests.
- **Bituminous Concrete Batch Plant Quality Control Services**
 - Daily hot bin and extraction analysis.
 - Sampling and testing of stockpile materials.
 - Check and adjust mixing formulas, as necessary.
 - Check temperatures of bitumen, drum and final mix.
 - Mold Marshall samples and check for stability and flow or determine density of Prepared (HMA) specimen by means of Gyratory Compactor.
 - Other tests as required by current IDOT procedures guide.
- **Portland Cement Concrete Batch Plant Quality Control Services**
 - Verify that current IDOT mix design is being used.
 - Check moisture content of fine aggregate.
 - Perform sieve analysis on stockpiled materials, as required by IDOT criteria.
 - Check the slump, air and temperature of final mix.
 - Other tests, as required by current IDOT procedure guide.
- **Laboratory**
 - Perform laboratory compaction curve for each soil type used.
 - Determine density and thickness for core samples submitted by contractor.
 - Aggregate gradation and soundness analysis.
 - Perform compressive and flexural strength tests for concrete cylinders and beams.
 - Other tests, as required.

TSC's field technicians are represented by Local 150 of the International Union of Operating Engineers. Supervision of the testing, observation and reporting is provided by a Registered Professional Engineer. Reports will generally be issued on a weekly basis as work progresses. Invoices will be issued monthly, subsequent to the reporting period.

A budget amount of Four Thousand One Hundred Seventy-One Dollars (\$4,171.00) is recommended for your project. This estimate is based on a review of plans and specifications provided by Edwin Hancock Engineering Company and prior experience on similar projects. TSC's itemized estimate is included in the "Assumptions and Estimated Fee" portion of this proposal. Factors such as weather, contractor efficiency and deviations from minimum testing and observation requirements may significantly impact the CME budget. Our fee is further subject to this proposal being accepted by you on or before March 31, 2015.

The Services performed by TSC under this proposal are subject to prevailing wage regulations under Illinois law. Prevailing wage rates are established in June by the State of Illinois. Should the established wage be changed between the time of this proposal and the time of work, it will be necessary to revise this proposal so that the rates required by law are properly reflected. Prevailing wage categories are defined as follows:

Material Tester I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

Material Tester II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete and concrete and asphalt batch plants, adjusting proportions of bituminous mixtures.

TSC's fees include TSC's services being performed subject to the attached General Conditions which are incorporated herein. Unless we receive written instructions to the contrary, invoices will be sent to:

Mr. Chris Baker, P.E.
Edwin Hancock Engineering Company
9933 Roosevelt Road
Westchester, Illinois 60154-2749
Tel: (708) 865-0300
Fax: (708) 865-1212
email: cbaker@ehancock.com

When completing the attached project data form, kindly indicate who is to receive copies of TSC's report and other project data.

Edwin Hancock Engineering Company
P.N. 53,968 - December 8, 2014

Your consideration of our proposal is appreciated. We look forward to being of service to you on this project.

Respectfully submitted

TESTING SERVICE CORPORATION



Jeffrey R. Schmitz, P.E.
Project Engineer

JRS:tlv

Enc: General Conditions
 Project Data Sheet

Approved and accepted for _____ by:

(NAME)

(TITLE)

(DATE)

SCHEDULE OF CHARGES

ITEM I FIELD SERVICES

- | | | |
|------------------------------------|-----------|-----------|
| A. Material Tester I | Per Hour: | \$ 109.50 |
| B. Material Tester II | Per Hour: | \$ 112.50 |
| C. IDOT QC/QA Level III BIT or PCC | Per Hour: | \$ 112.50 |

CME Technician classification includes IDOT BIT/PCC and QC/QA Certified Technicians. The time is portal-to-portal from the office servicing the project. Increase hourly rate by 1.4 for over 8.0 hours per day or Saturday . Increase hourly rate by 1.8 for Sunday or Holiday work. The minimum trip charge for 0 to 4 hours is four (4) hours and for 4 to 8 hours is eight (8) hours Monday through Friday and eight (8) hours on Saturday and Sunday.

Engineering services for summary report preparation are invoiced at the Graduate Engineer Rate.

- | | | |
|--|-----------|----------|
| D. Transportation, Light Vehicle | Per Mile: | \$ 0.60 |
| E. Use of Nuclear Moisture/Density Gauge | Per Day: | \$ 35.00 |
| F. Pickup Concrete Test Samples | Per Trip: | \$ 60.00 |

ITEM II LABORATORY SERVICES

A. Soils

- | | | |
|--|-------|-----------|
| 1. Compaction Curve to establish the maximum dry unit weight and optimum water content | | |
| a. Modified (AASHTO T180, ASTM D1557) | Each: | \$ 190.00 |
| b. Standard(AASHTO T99, ASTM D698) | Each: | \$ 180.00 |
| c. Add for Methods B, C, or D | Each: | \$ 15.00 |
| 2. Thin-Walled Tube Samples | | |
| a. Combined Water Content & Dry Unit Weight Determination | Each: | \$ 18.00 |
| b. Unconfined Compressive Strength | Each: | \$ 12.00 |

B. Portland Cement Concrete/Aggregates

- | | | |
|--|-------|----------|
| 1. Concrete Test Cylinders (6"x12") | | |
| a. Compressive Strength | Each: | \$ 16.25 |
| b. Spares/Handling Charge | Each: | \$ 16.25 |
| c. Trim End of Specimen When Necessary | Each: | \$ 20.00 |

2. Concrete Test Cylinders (4"x8")		
a. Compressive Strength	Each:	\$ 16.25
b. Spares/Handling Charge	Each:	\$ 15.50
c. Trim End of Specimen When Necessary	Each:	\$ 20.00
3. Sieve Analysis		
a. Unwashed	Each:	\$ 68.50
b. Washed	Each:	\$ 90.00
 C. Bituminous Concrete		
1. Extraction Analysis		
a. Unwashed	Each:	\$ 185.00
b. Washed	Each:	\$ 205.00
2. Compaction of Bituminous Mixture by Gyrotory Methods and Bulk Specific Gravity Test	Set of Two	\$ 185.00
3. Theoretical Maximum Specific Gravity of Paving Mixture	Each:	\$ 90.00
4. Calibration of Ignition Oven for Asphalt Content by IDOT Methods:	Each:	\$ 650.00
5. Determining Asphalt Content by Ignition Oven:	Each:	\$ 100.00
6. Determining Asphalt Content by Ignition Oven and Washed Gradation:	Each:	\$ 175.00
7. Bulk Density of Core Specimens	Each:	\$ 40.00

ITEM III CONSULTATION AND REPORT PREPARATION

A. Registered Professional Engineer, Principal	Per Hour:	\$ 175.00
B. Registered Professional Engineer	Per Hour:	\$ 160.00
C. Graduate Civil Engineer	Per Hour:	\$ 120.00
D. Transportation		
1. Light Vehicle	Per Mile:	\$ 0.60
2. Public Transportation		Cost + 10%

The above rates are valid through March 31, 2015.

ASSUMPTIONS & ESTIMATED FEE

The following estimate is based on review of materials quantities provided by the Edwin Hancock Engineering Company and the Illinois Department of Transportation's Project Procedures Guide. At the time this estimate was prepared the contractor's schedule was not available. The unit prices used below are based on our current cost structure.

Earth Excavation/Aggregate Base Course/Trench Backfill					
Item No.	ITEMS	Unit	Quantity	Unit Price	Amount
1	Material Tester II	Hour		112.50	\$ 0.00
2	Travel, Material Tester II	Hour		112.50	\$ 0.00
3	Travel, Light Vehicle	Mile		0.60	\$ 0.00
4	Nuclear Moisture Density Gauge	Day		35.00	\$ 0.00
5	Soil, Water Content and Dry Unit Weight Determination	Each		15.00	\$ 0.00
6	Laboratory Compaction Curve (Standard)	Each		180.00	\$ 0.00
7	Sieve Analysis, Unwashed	Each		68.50	\$ 0.00
Sub-Total:					\$ 0.00

Estimate Basis:

Portland Cement Concrete/Plant					
Item No.	ITEMS	Unit	Quantity	Unit Price	Amount
1	Material Tester II	Hour		112.50	\$ 0.00
2	Travel, Material Tester II	Hour		112.50	\$ 0.00
3	Travel, Light Vehicle	Mile		0.60	\$ 0.00
4	Pickup Test Samples	Each		60.00	\$ 0.00
5	Concrete Test Cylinders (6"x 12")	Each		16.25	\$ 0.00
6	Concrete Test Cylinders (4"x 8")	Each		15.50	\$ 0.00
7	Sieve Analysis, Unwashed	Each		68.50	\$ 0.00
8	Sieve Analysis with #200 Wash	Each		90.00	\$ 0.00
9	Density of Core Sample	Each		40.00	\$ 0.00
Sub-Total:					\$ 0.00

Estimate Basis:

Edwin Hancock Engineering Company
P.N. 53,968 - December 8, 2014

Portland Cement Concrete/Field					
Item No.	ITEMS	Unit	Quantity	Unit Price	Amount
1	Material Tester I	Hour	12.0	109.50	\$ 1,314.00
2	Travel, Material Tester I	Hour		109.50	\$ 0.00
3	Travel, Light Vehicle	Mile	135	0.60	\$ 81.00
4	Pickup Test Samples	Each	3	60.00	\$ 180.00
5	Concrete Test Cylinders (6"x 12")	Each	12	16.25	\$ 195.00
6	Concrete Test Cylinders (4"x 8")	Each		15.50	\$ 0.00
7	Sieve Analysis, Unwashed	Each		68.50	\$ 0.00
Sub-Total:					\$ 1,770.00

Estimate Basis: Three site visits to test and sample concrete placed for driveways (1 trip), sidewalks (1 trip), and combination curb and gutter (1 trip).

Bituminous Concrete/Plant					
Item No.	ITEMS	Unit	Quantity	Unit Price	Amount
1	Material Tester II	Hour		112.50	\$ 0.00
2	Travel, Material Tester II	Hour		112.50	\$ 0.00
3	Travel, Light Vehicle	Mile		0.60	\$ 0.00
4	Pickup Test Samples	Each		60.00	\$ 0.00
5	Nuclear Moisture Density Gauge	Day		35.00	\$ 0.00
6	Bituminous Concrete Extraction Analysis	Each		185.00	\$ 0.00
7	Compaction of Bituminous Mixture by Gyrotory Methods and Bulk Specific Gravity Test	Set of Two		185.00	\$ 0.00
8	Theoretical Maximum Specific Gravity of Paving Mixture	Each		90.00	\$ 0.00
Sub-Total:					\$ 0.00

Estimate Basis:

Bituminous Concrete/Field					
Item No.	ITEMS	Unit	Quantity	Unit Price	Amount
1	Material Tester I	Hour	12.0	109.50	\$ 1,314.00
2	Travel, Material Tester I	Hour		109.50	\$ 0.00
3	Travel, Light Vehicle	Mile	170	0.60	\$ 102.00
4	Pickup Test Samples	Each		60.00	\$ 0.00
5	Nuclear Moisture Density Gauge	Day	3	35.00	\$ 105.00
6	Bituminous Concrete Extraction Analysis	Each		185.00	\$ 0.00
7	Compaction of Bituminous Mixture by Gyratory Methods and Bulk Specific Gravity Test	Set of Two		185.00	\$ 0.00
8	Density of Core Sample	Each	10	40.00	\$ 400.00
Sub-Total:					\$ 1,921.00

Estimate Basis: Two site visits to monitor the compaction of HMA mixes. One plant visits to pick up core samples for density determination.

Project Coordination & Report Preparation					
Item No.	ITEMS	Unit	Quantity	Unit Price	Amount
1	Project Engineer	Hour	4	120.00	\$ 480.00
2	QA Manager	Hour	0	100.00	\$ 0.00
Sub-Total:					\$ 480.00

TSC's base fee schedule includes up to three copies of each report.

Estimated Total: \$ 4,171.00
RECOMMENDED BUDGET: \$ 4,171.00



TESTING SERVICE CORPORATION

GENERAL CONDITIONS

Geotechnical and Construction Services

1. PARTIES AND SCOPE OF WORK: If Client is ordering the services on behalf of another, Client represents and warrants that Client is the duly authorized agent of said party for the purpose of ordering and directing said services, and in such case the term "Client" shall also include the principal for whom the services are being performed. Prices quoted and charged by TSC for its services are predicated on the conditions and the allocations of risks and obligations expressed in these General Conditions. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services ordered by Client are adequate and sufficient for Client's intended purpose. Unless otherwise expressly assumed in writing, TSC's services are provided exclusively for Client. TSC shall have no duty or obligation other than those duties and obligations expressly set forth in this Agreement. TSC shall have no duty to any third party. Client shall communicate these General Conditions to each and every party to whom the Client transmits any report prepared by TSC. Ordering services from TSC shall constitute acceptance of TSC's proposal and these General Conditions.

2. SCHEDULING OF SERVICES: The services set forth in this Agreement will be accomplished in a timely and workmanlike manner. If TSC is required to delay any part of its services to accommodate the requests or requirements of Client, regulatory agencies, or third parties, or due to any cause beyond its reasonable control, Client agrees to pay such additional charges, if any, as may be applicable.

3. ACCESS TO SITE: TSC shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as a result of its services or the use of its equipment; however, TSC has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires TSC to restore the site to its former condition, TSC will, upon written request, perform such additional work as is necessary to do so and Client agrees to pay to TSC the cost thereof plus TSC's normal markup for overhead and profit.

4. CLIENT'S DUTY TO NOTIFY ENGINEER: Client represents and warrants that Client has advised TSC of any known or suspected hazardous materials, utility lines and underground structures at any site at which TSC is to perform services under this agreement.

5. DISCOVERY OF POLLUTANTS: TSC's services shall not include investigation for hazardous materials as defined by the Resource Conservation Recovery Act, 42 U.S.C. § 6901, et seq., as amended ("RCRA") or by any state or Federal statute or regulation. In the event that hazardous materials are discovered and identified by TSC, TSC's sole duty shall be to notify Client.

6. MONITORING: If this Agreement includes testing construction materials or observing any aspect of construction of improvements, Client's construction personnel will verify that the pad is properly located and sized to meet Client's projected building loads. Client shall cause all tests and inspections of the site, materials and work to be timely and properly performed in accordance with the plans, specifications, contract documents, and TSC's recommendations. No claims for loss, damage or injury shall be brought against TSC unless all tests and inspections have been so performed and unless TSC's recommendations have been followed.

TSC's services shall not include determining or implementing the means, methods, techniques or procedures of work done by the contractor(s) being monitored or whose work is being tested. TSC's services shall not include the authority to accept or reject work or to in any manner supervise the work of any contractor. TSC's services or failure to perform same shall not in any way operate or excuse any contractor from the performance of its work in accordance

with its contract. "Contractor" as used herein shall include subcontractors, suppliers, architects, engineers and construction managers.

Information obtained from borings, observations and analyses of sample materials shall be reported in formats considered appropriate by TSC unless directed otherwise by Client. Such information is considered evidence, but any inference or conclusion based thereon is, necessarily, an opinion also based on engineering judgment and shall not be construed as a representation of fact. Subsurface conditions may not be uniform throughout an entire site and ground water levels may fluctuate due to climatic and other variations. Construction materials may vary from the samples taken. Unless otherwise agreed in writing, the procedures employed by TSC are not designed to detect intentional concealment or misrepresentation of facts by others.

7. DOCUMENTS AND SAMPLES: Client is granted an exclusive license to use findings and reports prepared and issued by TSC and any sub-consultants pursuant to this Agreement for the purpose set forth in TSC's proposal provided that TSC has received payment in full for its services. TSC and, if applicable, its sub-consultant, retain all copyright and ownership interests in the reports, boring logs, maps, field data, field notes, laboratory test data and similar documents, and the ownership and freedom to use all data generated by it for any purpose. Unless otherwise agreed in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after submission of TSC's report.

8. TERMINATION: TSC's obligation to provide services may be terminated by other party upon (7) seven days prior written notice. In the event of termination of TSC's services, TSC shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses. The terms and conditions of these General Conditions shall survive the termination of TSC's obligation to provide services.

9. PAYMENT: Client shall be invoiced periodically for services performed. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to in writing for valid cause within sixty (60) days at the rate of twelve (12%) per annum (or the maximum interest rate permitted by applicable law, whichever is the lesser) until paid and TSC's costs of collection of such accounts, including court costs and reasonable attorney's fees.

10. WARRANTY: TSC's professional services will be performed, its findings obtained and its reports prepared in accordance with these General Conditions and with generally accepted principles and practices. In performing its professional services, TSC will use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession. In performing physical work in pursuit of its professional services, TSC will use that degree of care and skill ordinarily used under similar circumstances. This warranty is in lieu of all other warranties or representations, either express or implied. Statements made in TSC reports are opinions based upon engineering judgment and are not to be construed as representations of fact.

Should TSC or any of its employees be found to have been negligent in performing professional services or to have made and breached any express or implied warranty, representation or contract, Client, all parties claiming through Client and all parties claiming to have in any way relied upon TSC's services or work agreed that the maximum aggregate amount of damages for which TSC, its officers, employees and agents shall be liable is limited to \$50,000 or the total amount of the fee paid to TSC for its services performed with respect to the project, whichever amount is greater.

In the event Client is unwilling or unable to limit the damages for which TSC may be liable in accordance with the provisions set forth in the preceding paragraph, upon written request of Client received within five days of Client's acceptance of TSC's proposal together with payment of an additional fee in the amount of 5% of TSC's estimated cost for its services (to be adjusted to 5% of the amount actually billed by TSC for its services on the project at time of completion), the limit on damages shall be increased to \$500,000 or the amount of TSC's fee, whichever is the greater. This charge is not to be construed as being a charge for insurance of any type, but is increased consideration for the exposure to an award of greater damages.

11. INDEMNITY: Subject to the provisions set forth herein, TSC and Client hereby agree to indemnify and hold harmless each other and their respective shareholders, directors, officers, partners, employees, agents, subsidiaries and division (and each of their heirs, successors, and assigns) from any and all claims, demands, liabilities, suits, causes of action, judgments, costs and expenses, including reasonable attorneys' fees, arising, or allegedly arising, from personal injury, including death, property damage, including loss of use thereof, due in any manner to the negligence of either of them or their agents or employees or independent contractors. In the event both TSC and Client are found to be negligent or at fault, then any liability shall be apportioned between them pursuant to their pro rata share of negligence or fault. TSC and Client further agree that their liability to any third party shall, to the extent permitted by law, be several and not joint. The liability of TSC under this provision shall not exceed the policy limits of insurance carried by TSC. Neither TSC nor Client shall be bound under this indemnity agreement to liability determined in a proceeding in which it did not participate represented by its own independent counsel. The indemnities provided hereunder shall not terminate upon the termination or expiration of this Agreement, but may be modified to the extent of any waiver of subrogation agreed to by TSC and paid for by Client.

12. SUBPOENAS: TSC's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay TSC pursuant to TSC's then current fee schedule for any TSC employee(s) subpoenaed by any party as an occurrence witness as a result of TSC's services.

13. OTHER AGREEMENTS: TSC shall not be bound by any provision or agreement (i) requiring or providing for arbitration of disputes or controversies arising out of this Agreement or its performance, (ii) wherein TSC waives any rights to a mechanics lien or surety bond claim; (iii) that conditions TSC's right to receive payment for its services upon payment to Client by any third party or (iv) that requires TSC to indemnify any party beyond its own negligence. These General Conditions are notice, where required, that TSC shall file a lien whenever necessary to collect past due amounts. This Agreement contains the entire understanding between the parties. Unless expressly accepted by TSC in writing prior to delivery of TSC's services, Client shall not add any conditions or impose conditions which are in conflict with those contained herein, and no such additional or conflicting terms shall be binding upon TSC. The unenforceability or invalidity of any provision or provisions shall not render any other provision or provisions unenforceable or invalid. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois. In the event of a dispute arising out of or relating to the performance of this Agreement, the breach thereof or TSC's services, the parties agree to try in good faith to settle the dispute by mediation under the Construction Industry Mediation Rules of the American Arbitration Association as a condition precedent to filing any demand for arbitration, or any petition or complaint with any court. Paragraph headings are for convenience only and shall not be construed as limiting the meaning of the provisions contained in these General Conditions.

Edw. W. Hancock
OK TJM 5/15/12



TESTING SERVICE CORPORATION

Project Data Sheet

General Information:

Project Name: _____
 Project Address: _____
 City / State / Zip: _____
 Project Manager: _____
 E-Mail: _____
 Telephone: _____
 Fax: _____
 Site Contact: _____
 E-Mail: _____
 Telephone: _____
 Fax: _____

Send Invoice To:

Purchase Order Number: _____
 Attention: _____
 Company: _____
 Address: _____
 City / State / Zip: _____
 E-Mail: _____
 Telephone: _____
 Fax: _____

Important Notes:

Completed By:

Signature: _____
 Name: _____
 Date: _____

Distribute Reports as Follows:

Name: _____
 Company: _____
 Address: _____
 City / State / Zip: _____
 E-Mail: _____
 Telephone: _____
 Fax: _____

Name: _____
 Company: _____
 Address: _____
 City / State / Zip: _____
 E-Mail: _____
 Telephone: _____
 Fax: _____

Name: _____
 Company: _____
 Address: _____
 City / State / Zip: _____
 E-Mail: _____
 Telephone: _____
 Fax: _____

Name: _____
 Company: _____
 Address: _____
 City / State / Zip: _____
 E-Mail: _____
 Telephone: _____
 Fax: _____



**Illinois Department
of Transportation**

**Resolution for Improvement by
Municipality Under the Illinois
Highway Code**

BE IT RESOLVED, by the President and Board of Trustees of the
Council or President and Board of Trustees
 Village LaGrange Park of LaGrange Park Illinois
 City, Town or Village

that the following described street(s) be improved under the Illinois Highway Code:

Name of Thoroughfare	Route	From	To
Kemman Avenue		26 th Street	31 st Street

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of intermittent replacement of defective curb and gutter,
driveways, and sidewalks; pavement patching, hot-mix asphalt surface removal, resurfacing with level binder and
hot mix asphalt surface course, pavement striping, restoring the parkways with topsoil and sod and other
related items.

and shall be constructed 32' E-E wide
and be designated as Section 14-00075-00-RS

2. That there is hereby appropriated the (additional Yes No) sum of Two Hundred Seventy Three
thousand two hundred seventy and no/100 Dollars (\$273,270.00) for the
 improvement of said section from the municipality's allotment of Motor Fuel Tax funds.

3. That work shall be done by Contract ; and,
 Specify Contract or Day Labor

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

Approved _____

 Date _____
 Department of Transportation

 Regional Engineer

I, Amanda G. Seidel Clerk in and for the
 Village LaGrange Park
 City, Town or Village
 County of Cook, hereby certify the
 foregoing to be a true, perfect and complete copy of a resolution adopted
 by the President and Board of Trustees
Council or President and Board of Trustees
 at a meeting on January 27, 2015
 Date
 IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this
27th day of January, 2015
 (SEAL)

 City, Town, or Village Clerk

Village Manager's Report

Village Board Agenda Memo

Date: January 8, 2015
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 Disconnection of Downspouts from Sanitary Sewage System*.

GENERAL BACKGROUND

Last year 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). The purpose of the program is to fund efforts that implement best management practices (BMPs) to control storm water runoff for water quality protection.

The grant proposal and approved grant agreement is for a Downspout Disconnection Assistance Program. The program provides for incentives to single family residences in the form of reimbursements for BMPs, to include downspout disconnections and gutter reroutes, rain barrels, rain gardens (or swales). In our work with the IEPA in developing the program, the state is requiring that the program include consent forms, confirmation of work completed, and detailed tracking of BMP measures undertaken.

The grant agreement also requires that the Village submit draft ordinance language that requires that single family residential downspouts are disconnected from the sanitary sewer by a specific date. Under Section 50.28, the Municipal Code currently requires the disconnection of all downspouts from the sanitary sewer at the point of sale of the property. Thus, the changes requested by the state are such that we consider an amendment to Section 50.28 where all single family residential downspouts are disconnected by a date certain rather than at the point of sale.

The draft language was submitted to the IEPA in October 2014. They have since provided minor changes to what was submitted. While the state is not requiring that the Village approve this change to our Municipal Code, they highly recommend that we consider this amendment as they feel it will improve participation in the disconnection program, for which only single family residences are eligible.

The draft ordinance language is attached for your review and consideration. Below is a summary of changes to Section 50.28 of the code.

- Subsection (B) (1): Language clarifies that for existing structures; disconnections are the responsibility of the seller (“Prior to a closing on the sale of a property”).
- Subsection (B) (2): Existing structures that have to disconnect at the time of sale are allowed to use a cap and adhesive as well as cement for a permanent disconnection.
- All single family residences must disconnect from the combined sewer by January 1, 2017, unless an exemption is granted.
- Subsection (E): Exemptions granted shall be in writing and kept on file in the Building Department.

NEXT STEPS

Staff is seeking feedback on the amendment to Section 50.28. Staff will also provide an update on program development of the Downspout Disconnection Assistance Program at the Work Session.

Should the Village Board support the changes to Section 50.28 of the Municipal Code, it will be placed on the January Board Meeting Agenda. Further, staff will provide an overview presentation of the Downspout Disconnection Assistance Program at the January Board Meeting.

DISCUSSION / ACTION REQUESTED

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.

RECOMMENDATION

Staff recommends the approval of the Ordinance. The IGIG grant program and Downspout Disconnection Assistance Program will allow (as well as require) the Village to track compliance and provide incentives to residents for doing so.

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
- IGIG Grant Presentation, February 2014.

ORDINANCE NO. ____

**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, 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.

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: That Section 50.28 of Chapter 50 of the Village of La Grange Park Municipal Code is repealed and the following Section 50.28 is substituted therefor:

§ 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 of La Grange Park, 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 convening sanitary sewer, and sealed with cement or cap and adhesive to provide a permanent disconnection from the sanitary sewer.

(D) Direction of drainage flow. All new or reconfigured gutter and downspout systems shall be designed and constructed to drain sewer 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.

(E) 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.

(F) Appeals.

(1) Any person appealing a decision of the Director of Fire & 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 said appeal within 30 days of said 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.

(G) 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.

SECTION 2: 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: 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 ____, 2015.

YES:

NO:

ABSENT:

Approved this ____ day of ____, 2015.

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.* Effective upon sale of property within the Village of La Grange Park, 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 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 sewer 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. 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 & 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 said appeal within 30 days of said 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)



**IGIG Grant:
Downspout
Disconnection
Assistance
Program**

Village of La Grange Park

Downspout Disconnection Assistance Program

- \$416,500 in grant funds from the State of Illinois
- IGIG – A program to implement best management practices to control storm water runoff for water quality protection
- Funds are limited to the implementation of projects to install best management practices (BMPs)
- This is a reimbursement program. Grant recipients must perform the work, pay project costs, and submit invoices with documentation before reimbursement
- Very competitive - IGIG provides for 5 million dollars annually

Background

- Engineering and Capital Projects Committee
- One of 8 Flood Mitigation Strategies
- Survey results showed that 47% of homes connected to combined storm system
- Residential roofs contribute approximately 12% of the flow during a heavy rain event
- Downspout connections centralize the roof runoff into the system causing peak discharges

Background

- Disconnection will increase the capacity of the sewer and allow the water to infiltrate the soil, reducing peak flow, minimizing the surcharging of the sewer
- In December 2011, and again in 2012, submitted an IGIG grant proposal for a Downspout Disconnection Assistance Program
- Received Board Support prior to submittal, due to mandatory disconnect by date certain premise

IGIG Application

- Mandatory disconnect by a date certain
- **Best possible outcome for community-wide benefit where water quality is improved**
- Reduction in pollutant run-off
- Mitigates overflow into Salt Creek and Des Plaines River
- Rainwater would not have to be treated, resulting in reduction in energy costs
- Program also offers BMPs to manage impacts onto personal property

Current Ordinance

The Village currently has a downspout disconnect Ordinance:

“§ 50.28 Disconnection of Downspouts from Sanitary Sewage System
Effective upon the sale of property within the Village of La Grange Park, 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 to provide a permanent disconnection from the sanitary sewer.”

Also includes relief measures, i.e. exemptions and appeals

Program Under the Grant

1. Investigate the development of a new ordinance
 - Compliance by a date certain
 - Should consider incentive and penalty measures
 - Send to the state

Program Under the Grant

2. Align resources with program needs

Baseline: 1,900 disconnections

○ Disconnection Assistance	\$410,000
○ BMPs	\$ 20,000
○ <u>Consultant Costs/Design, Engr.</u>	<u>\$ 90,000</u>
Total	\$490,000

(85/15 Split)

State Share

Village Share

\$416,500

\$ 73,500

Program Under the Grant

3. Align resources with achievable goals
 - State will allow changes in the program/budget
 - State must approve the final budget
 - State encourages realistic goal in terms of achievable disconnections
 - State has to substantiate the measurable improvement to the quality of the waterways – i.e. the impact of the program

Program Under the Grant

4. Village must implement certain administrative tasks
 - Summary of activities by location and type
 - Agreement with homeowner that measures will remain in place for 10 years
 - Operations & Maintenance Report for BMPs

Program Under the Grant

5. The Village must complete the program over a two year period

- Ordinance
- Education / outreach
- Program Forms
- Tracking / evaluation
- Compliance checks
- Final Report

Challenges

- Resident concerns regarding overland standing water after a rain event
- Costs to the homeowner
- Awareness of program or its benefits
- KSAs to compliance
- Lack of compliance or delay in compliance
- Staff time to coordinate, do field work, answer questions, track compliance

How to Meet those Challenges

- Effective communications plan
- Program provides for incentives to make compliance manageable
- Workshops and educational materials for the “how tos”
- Entice participants - extend the date certain beyond the grant program deadline
- Hire a part-time employee in the Building Department

Summary

- Downspout Disconnection Assistance Program will be an effective measure for:
 - Mitigating pollutants in our waterways
 - Reducing the discharge of the large volume of rooftop water into our sewers, leading to increased sewer capacity and reduction in the incidence of sewer backups for residents
- Easing the impacts of compliance for residents
- Introducing effective BMPs to some homeowners to mitigate overland water

Comments and Questions

- o Seeking direction from the Village Board:

Before staff proceeds with grant administration, is there continued support for this program?

Next Steps

- Staff meets to finalize incentive program, structured to ensure the highest level of participation
- Budget will be refined
- Work with the state to outline an acceptable timeline for implementation
- Create a task list for the work to be done
- Complete grant documentation and approve an agreement

Items of Interest

VILLAGE OF LA GRANGE PARK
La Grange Park Village Hall, 447 N. Catherine Ave., La Grange Park, Illinois

Tuesday, February 3rd
Community Room

6:00 pm
Strategic Planning Session

Saturday, February 7th
Riverside Golf Club

8:30 – 11:00 am
WCMC Legislative Breakfast

2015 MEETINGS REMINDER

January 27, 2015	Village Board Meeting	7:30 pm	Village Hall
February 10, 2015	Work Session Meeting	7:30 pm	Village Hall
February 24, 2015	Village Board Meeting	7:30 pm	Village Hall
March 10, 2015	Work Session Meeting	7:30 p.m.	Village Hall
March 24, 2015	Village Board Meeting	7:30 p.m.	Village Hall
April 14, 2015	Work Session Meeting	7:30 p.m.	Village Hall
April 28, 2015	Village Board Meeting	7:30 p.m.	Village Hall
May 12, 2015	Work Session Meeting	7:30 p.m.	Village Hall
May 26, 2015	Village Board Meeting	7:30 p.m.	Village Hall
June 9, 2015	Work Session Meeting	7:30 p.m.	Village Hall
June 23, 2015	Village Board Meeting	7:30 p.m.	Village Hall
July 14, 2015	Work Session Meeting	7:30 p.m.	Village Hall
July 28, 2015	Village Board Meeting	7:30 p.m.	Village Hall
August 11, 2015	Work Session Meeting	7:30 p.m.	Village Hall
August 25, 2015	Village Board Meeting	7:30 p.m.	Village Hall
September 8, 2015	Work Session Meeting	7:30 p.m.	Village Hall
September 22, 2015	Village Board Meeting	7:30 p.m.	Village Hall
October 13, 2015	Work Session Meeting	7:30 p.m.	Village Hall
October 27, 2015	Village Board Meeting	7:30 p.m.	Village Hall
November 10, 2015	Work Session Meeting	7:30 p.m.	Village Hall
November 24, 2015	Village Board Meeting	7:30 p.m.	Village Hall
December 8, 2015	Work Session Meeting	7:30 p.m.	Village Hall