

VILLAGE OF BARTLETT
BOARD AGENDA
FEBRUARY 17, 2015
7:00 P.M.

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **INVOCATION**

4. **PLEDGE OF ALLEGIANCE**

5. ***CONSENT AGENDA***

All items listed with an asterisk are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items unless a Board member so requests, in which event, the item will be removed from the General Order of Business and considered at the appropriate point on the agenda.*

6. **MINUTES:** Board & Committee Minutes – February 3, 2015

*7. **BILL LIST:** February 17, 2015

8. **TREASURER'S REPORT:** None

9. **PRESIDENT'S REPORT:** Congressman Peter Roskam – Bill Tiknis Recognition

10. **QUESTION/ANSWER: PRESIDENT & TRUSTEES**

11. **TOWN HALL: (Note: Three (3) minute time limit per person)**

12. **STANDING COMMITTEE REPORTS:**

A. **PLANNING & ZONING COMMITTEE, CHAIRMAN CAMERER**

No Report

B. **BUILDING COMMITTEE, CHAIRMAN MARTIN**

*1. Janitorial Services Contract

C. **FINANCE & GOLF COMMITTEE, CHAIRMAN REINKE**

1. Auditor Contract

2. Computer Replacement Program Purchase

D. **LICENSE & ORDINANCE COMMITTEE, CHAIRMAN CARONARO**

No Report

E. **POLICE & HEALTH COMMITTEE, CHAIRMAN SHIPMAN**

No Report

F. **PUBLIC WORKS COMMITTEE, CHAIRMAN ARENDS**

1. IDNR Bike Path Project Bids

2. 2015 Motor Fuel Tax Resolution

3. WWTP Local Limit Evaluation Project Service Agreement

13. **NEW BUSINESS:**

14. **QUESTION/ANSWER: PRESIDENT & TRUSTEES:**

15. **ADJOURNMENT**



VILLAGE OF BARTLETT
BOARD MINUTES
February 3, 2015

1. CALL TO ORDER

President Wallace called the regular meeting of February 3, 2015 of the President and Board of Trustees of the Village of Bartlett to order on the above date at 7:00 PM in the Council Chambers.

2. ROLL CALL

PRESENT: Trustees Camerer, Carbonaro, Martin, Reinke, Shipman and President Wallace

ABSENT: Trustee Arends

ALSO PRESENT: Village Administrator Valerie Salmons, Assistant Village Administrator Paula Schumacher, Assistant to the Village Administrator Scott Skrycki, Finance Director Jeff Martynowicz, Director of Public Works Dan Dinges, Public Works Engineer Bob Allen, Community Development Director Jim Plonczynski, Building Director Brian Goralski, Head Golf Professional Phil Lenz, Chief Kent Williams, Deputy Chief Patrick Ullrich, Sergeant Geoff Pretkelis, Village Attorney Bryan Mraz, Village Clerk Lorna Giles.

3. INVOCATION – Pastor Rob Ritacco from Jesus Journey Church did the invocation.

4. PLEDGE OF ALLEGIANCE

5. CONSENT AGENDA

President Wallace stated that all items marked with an asterisk on the Agenda are considered to be routine and would be enacted by one motion. He further stated that there will be no separate discussion of these items unless a Board member so requests, in which event, that item will be removed from the Consent Agenda and considered at the appropriate point on the Agenda. He asked if there were any items a Board member wished to remove from the Consent Agenda, or any items a Board member wished to add to the Consent Agenda.

Trustee Reinke asked that Items 2-3 under the Finance & Golf Committee, Ordinance 2015-07, an Ordinance Abating a Portion of Taxes Heretofore Levied for the Year 2014 to Pay Debt Service on \$4,545,000 General Obligation Bonds Series 2007; and General Obligation Bonds Series 2009 for the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois and Ordinance 2015-08, an Ordinance Abating Certain 2014 Tax Levies of the Village of Bartlett for Special Service Area Number One (Bluff City) be added to the Consent Agenda.

Trustee Camerer moved to amend the Consent Agenda by adding Items 2-3 under the Finance & Golf Committee, Ordinance 2015-07, an Ordinance Abating a Portion of Taxes Heretofore Levied for the Year 2014 to Pay Debt Service on \$4,545,000 General Obligation Bonds Series 2007; and General Obligation Bonds Series 2009 for the Village



**VILLAGE OF BARTLETT
BOARD MINUTES
February 3, 2015**

of Bartlett, DuPage, Cook and Kane Counties, Illinois and Ordinance 2015-08, an Ordinance Abating Certain 2014 Tax Levies of the Village of Bartlett for Special Service Area Number One (Bluff City) and that motion was seconded by Trustee Reinke.

ROLL CALL VOTE TO AMEND THE CONSENT AGENDA AND ADD ITEMS 2-3 UNDER FINANCE & GOLF COMMITTEE

AYES: Trustees Camerer, Carbonaro, Martin, Reinke, Shipman
NAYS: None
ABSENT: Trustee Arends
MOTION CARRIED

Trustee Camerer moved to approve the amended Consent Agenda and all items contained therein, and that motion was seconded by Trustee Martin.

ROLL CALL VOTE TO APPROVE THE AMENDED CONSENT AGENDA

AYES: Trustees Camerer, Carbonaro, Martin, Reinke, Shipman
NAYS: None
ABSENT: Trustee Arends
MOTION CARRIED

6. MINUTES

Trustee Shipman moved to approve the Board Minutes from January 20, 2015 and that motion was seconded by Trustee Reinke.

ROLL CALL VOTE TO APPROVE THE BOARD MINUTES FROM JANUARY 20, 2015

AYES: Trustees Camerer, Carbonaro, Martin, Reinke, Shipman
NAYS: None
ABSENT: Trustee Arends
MOTION CARRIED

7. BILL LIST – Covered and approved under the Consent Agenda.

8. TREASURER'S REPORT

President Wallace asked the Finance Director Jeff Martynowicz to give a brief report.

Finance Director, Jeff Martynowicz summarized the Municipal Sales Tax Report for fiscal year 2014/15 as of November, 2014 to be at \$1,311,670 and indicated that it represents a 3.34% increase over the same time period last year. He stated that the Motor Fuel Tax



VILLAGE OF BARTLETT
BOARD MINUTES
February 3, 2015

Allotment Report reflects revenues through December, 2014 and the year to date revenue is \$1,101,788 and that represents a 0.63% increase from the same time period last year.

9. PRESIDENT'S REPORT

President Wallace announced that they have a National Night Out Award and asked Chief Williams to tell everyone in Bartlett and the Board about this great honor.

Police Chief Willams stated that the presentation would be administered by staff and he introduced Sergeant Pretkelis, Officers Anderson and Flores and stated that this national award is a culmination of a year-long effort that they do on a daily basis. It could be elderly services, crisis or crime intervention, Dare program, neighborhood watch, business security surveys, they are a busy group. This also includes National Night Out, which they work on monthly and has become the standard for the nation. It is an amazing accomplishment and this is the 13th national award.

Sergeant Pretkelis thanked the Board for recognizing this special accomplishment. He stated that last August was the Village of Bartlett's 21st National Night Out celebration. He stated that the National Association of Town Watch took notice why Bartlett is a place we are all proud to call home. Over the past few years, Bartlett was recognized as one of the safest places in the United States. What makes it more special is the leadership of our local government and how caring and involved the residents, businesses and civic groups are within the community. The Village earned 2nd place nationally, for its participation in National Night Out or the 13th consecutive year that Bartlett finished in the top 3 in the nation. Some of the highlights included thousands of Bartlett residents and families gathered at Bartlett Park to interact with their police department and elected officials and members of the Village administration. He stated that sixteen neighborhoods participated in the block party and lighting competition. He stated that Bartlett held a blood drive during National Night Out and collected 13 blood donations as a way of giving back to the community.

He stated that this year's remarkable achievement would not be possible without the strategic vision and continued support received from the Village President and Trustees as well as the leadership and resources provided by the Village Administrator and staff. He also recognized Officers Flores and Anderson for their hard work, the Bartlett Park District, Bartlett Fire Protection District, Bartlett Lions Club, all the businesses, civic groups, volunteers and residents who contributed to the success of this community event.

The 2014 National Night Out plaque was presented to President Wallace and Trustees.



VILLAGE OF BARTLETT
BOARD MINUTES
February 3, 2015

10. QUESTION/ANSWER: PRESIDENT & TRUSTEES

Trustee Shipman stated that National Night Out is the capstone of more than a year's worth of work and he thought that it really says a lot about the entire community and the residents and working men and women of the police department and what that effort means. He thanked the police department. He also stated that he had a number of residents tell him how satisfied they were with the snow removal efforts particularly on Sunday with the record snow fall.

Trustee Martin asked how the salt supply was holding out.

Public Works Director Dan Dinges stated that they were in good shape.

Trustee Carbonaro asked for an update at the train depot.

Administrator Salmons stated that the gates will be operational on February 26th and they will begin operating the new warming area.

11. TOWN HALL

Jeffrey Karlov

Mr. Karlov stated that he was joined by Tracy Kunce and wanted to share in an extension of goodwill to tell the Board about his organization "Because of Beth". He stated that it was a 501C3 tax exempt organization based in Bartlett. He summarized that they galvanize goodwill for the community and create a platform for individuals of the community to give of themselves back to the community which benefits the Village, its residents and makes it a better place to raise a family and operate a business. He stated that they have a critical need to partner civically to get more awareness. When people volunteer, there is an intrinsic benefit when you give back to fellow citizens, friends, and family. They are about to launch a campaign and work with the Chamber and businesses to give back 10 hours of volunteer service in exchange for publicity that they will purchase in the Examiner and any other capacity they can leverage. He stated that the namesake in the "Because of Beth" is the younger sister of Tracy and the daughter of Tom Koontz. She passed due to an unexpected heart defect and the entire organization is about galvanizing her spirit and being a conduit of goodwill in the community.

Ms. Kunce stated that their current goal is 22,000 volunteer hours and they have currently reached 4,000 hours through a variety of different volunteer aspects. She stated that their "Give back to Bartlett" campaign is a way to get this community involved. They are excited to get businesses to challenge each other to go ahead and do that.

President Wallace asked if there were any specific volunteer chores or work.



VILLAGE OF BARTLETT
BOARD MINUTES
February 3, 2015

Ms. Kunce stated that they will provide the businesses with a list of opportunities that they can take part in but are open to anything they have done in the past or use of their current services.

Mr. Karlov asked if there was a community outreach individual that they could connect with. Their website is www.becauseofbeth.org. He stated that because they love the spirit of Beth, it's the germ of the idea, but they want power people. They believe that there is a direct, great benefit and a cause and effect relationship to giving back to the community.

12. STANDING COMMITTEE REPORTS

A. PLANNING & ZONING COMMITTEE, CHAIRMAN CAMERER

Trustee Camerer stated that there was no report.

B. BUILDING COMMITTEE, CHAIRMAN MARTIN

Trustee Martin stated that there was no report.

C. FINANCE & GOLF COMMITTEE, CHAIRMAN REINKE

Trustee Reinke presented Ordinance 2015-06, An Ordinance Amending the Bartlett Municipal Code by the Addition of Title 15 Which Establishes Guidelines and Requirements for Providing Public Funds to Civic Organizations. He stated that this item was Tabled at the last meeting.

Trustee Reinke moved to remove from the Table, the Amendment to the Municipal Code by the addition of Title 15 which established guidelines and requirements for providing public funds to civic organizations and that motion was seconded by Trustee Shipman.

ROLL CALL VOTE TO REMOVE FROM THE TABLE, AN ORDINANCE TO ESTABLISH GUIDELINES AND REQUIREMENTS FOR PROVIDING PUBLIC FUNDS TO CIVIC ORGANIZATIONS

AYES: Trustees Camerer, Carbonaro, Martin, Reinke, Shipman

NAYS: None

ABSENT: Trustee Arends

MOTION CARRIED

Trustee Reinke moved to approve Ordinance 2015-06, An Ordinance Amending the Bartlett Municipal Code by the Addition of Title 15 Which Establishes Guidelines and Requirements for Providing Public Funds to Civic Organizations and that motion was seconded by Trustee Martin.



VILLAGE OF BARTLETT
BOARD MINUTES
February 3, 2015

Trustee Carbonaro stated that it is of grave importance to discuss passing an ordinance to set up guidelines in order to have fair means of distributing a budgeted amount of funds to organizations. He stated that his main and only concern is where these funds will come from. As recently as December of 2014, the Board has mentioned that we are just looking for more ways to spend more money and he wondered what they are doing here. He stated that the Village has plans to invest in a \$20 million dollar water plan which the Board has not completed discussing and is now starting to budget for. They have plans for replacing streets and multi-million dollar plans to replace and repair water and sewer items for this year and he wanted to know where the money will come from. He wanted to know why it is so important to have these funds available when they are \$27 million dollars in bond debt. He felt that it is more important to pay off debt instead of creating more debt. He suggested postponing this venture until the Village is debt free instead of looking for more ways to spend taxpayer monies that are not for essential services. The taxpayers are not an endless supply of financial stability for each taxing body when those same taxpayers are currently unemployed and losing their homes due to a failing economy. He stated that the amounts in question are small, but in 1985 U-46 was \$27 million dollars in debt and look at where there deficit spending has them currently at \$500 million dollars. Deficit spending is not working for any other taxing body and will not work for the taxpayers in Bartlett. The only victim is the taxpayer, which is a large group that he represents while sitting here tonight in order to protect their best interest. In closing, he does support the ordinance, due to the fact that it has guidelines, but doesn't know where they will get the funds for this and he doesn't plan on approving any of these expenditures.

Trustee Reinke stated that the Village of Bartlett has historically provided grant money to various civic organizations for community purposes and traditionally it has been done as part of the budget process. The intent of this ordinance is to add structure to that process so there is criteria, an application form, reporting requirements. He stated that civic organizations are required to be non-profit and prohibited from engaging in certain activities. This measure is designed to add a level of transparency and a level of accountability to what was a rather simplified process.

Trustee Shipman asked if they were trying to approve any expenditure.

Trustee Reinke stated that the specific difference between last Board meetings version of this ordinance and the current is the timing of the application. As currently drafted, the ordinance provides that applications will be due on November 1st, 2015 for the budget cycle beginning in 2016. Civic groups file their applications by November 1st and hope to receive funds in 2016.

Trustee Shipman stated that the Board can choose to allocate zero funds.



VILLAGE OF BARTLETT
BOARD MINUTES
February 3, 2015

Attorney Mraz stated that this goes into effect on June 1st instead of November 1st. Taxing bodies will have sufficient time to meet the deadline and get the documents to staff on a timely basis.

Trustee Reinke stated that future Boards are not required to approve any of the applications.

Trustee Martin asked how much is spent on non-profit organizations.

Administrator Salmons stated \$36,000.

Trustee Martin stated that it is .005% of the total budget and not an exuberant amount.

President Wallace stated that some of these organizations that have relied on funding over the years do have a significant impact on the Village's well-being. Part of that was demonstrated with the organization "Because of Beth" that is starting from the ground floor. He felt that a lot of the organizations that are getting some help do a significant amount of work around the Village.

ROLL CALL VOTE TO APPROVE ORDINANCE 2015-06

AYES: Trustees Camerer, Carbonaro, Martin, Reinke, Shipman

NAYS: None

ABSENT: Trustee Arends

MOTION CARRIED

Trustee Reinke stated that Ordinance 2015-07, an Ordinance Abating a Portion of Taxes Heretofore Levied for the Year 2014 to Pay Debt Service on \$4,545,000 General Obligation Bonds Series 2007; and General Obligation Bonds Series 2009 for the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois was covered and approved under the Consent Agenda.

Trustee Reinke stated that Ordinance 2015-08, an Ordinance Abating Certain 2014 Tax Levies of the Village of Bartlett for Special Service Area Number One (Bluff City) was covered and approved under the Consent Agenda.

D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN CARBONARO

Trustee Carbonaro stated that Open Burn Requests for Sunrise Lake Outdoor Education Center, Bartlett Park District Apple Orchard Golf Course and Bartlett Park District Tallgrass Park were covered and approved under the Consent Agenda.

E. POLICE & HEALTH COMMITTEE, CHAIRMAN SHIPMAN

Trustee Shipman stated that there was no report.



VILLAGE OF BARTLETT
BOARD MINUTES
February 3, 2015

F. PUBLIC WORKS COMMITTEE, CHAIRMAN ARENDS

In the absence of Trustee Arends, President Wallace stated that there was no report.

13. NEW BUSINESS - None

14. QUESTION/ANSWER: PRESIDENT & TRUSTEES

Trustee Martin asked if the website has links to the non-profit organizations or is that a conflict of interest.

Administrator Salmons stated that they do have those links.

Trustee Martin suggested that they add "Because of Beth".

15. ADJOURNMENT

There being no further business to discuss, Trustee Camerer moved to adjourn the regular Board meeting and that motion was seconded by Trustee Martin.

ROLL CALL VOTE TO ADJOURN

AYES: Trustees Camerer, Carbonaro, Martin, Reinke, Shipman

NAYS: None

ABSENT: Trustee Arends

MOTION CARRIED

The meeting was adjourned at 7:29 PM.

Lorna Gilles
Village Clerk

LG/

VILLAGE OF BARTLETT
COMMITTEE MINUTES

February 3, 2015

President Wallace called the Committee of the Whole meeting to order at 7:30 p.m.

Present: Trustee Camerer, Carbonaro, Martin, Reinke, and Shipman

Absent: Trustee Arends

Also Present: Village Clerk Lorna Giless, Village Administrator Valerie L. Salmons, Assistant Village Administrator Paula Schumacher, Assistant to the Village Administrator Scott Skrycki, Finance Director Jeff Martynowicz, Community Development Director Jim Plonczynski, Building Director Brian Goralski, Public Works Director Dan Dinges, Public Works Engineer Bob Allen, Chief Kent Williams, Head Golf Professional Phil Lenz, and Attorney Bryan Mraz

PLANNING & ZONING COMMITTEE

Stearns Road/Rt. 59 IDOT Improvements

Chairman Camerer asked Community Development Director Jim Plonczynski to review the agenda item.

J. Plonczynski explained that the Stearns Road/Rt. 59 Improvements Project has been before the Village Board last August. IDOT gave the Village a diagram that basically is the diagram on the screen (referring to exhibit). The revision is only on the east leg of the project. The remaining north/south, which is the Rt. 59 legs and the Stearns Road westbound leg remain the same as the Board has previously seen, which basically is the two left turn lanes in each direction and then thru lanes, and a wider cross-section of intersection, new traffic signals at all different legs, and dedicated turn lane signals that you can only turn during the cycle that allows for the turn lane. At that meeting, we had some input from some residents and particularly the shopping center owner who owns the northeast corner of Stearns and Rt. 59, where the Walgreens is, the daycare center, and Brewster Creek to the north. That was the subject of discussion at the public hearing that IDOT had as well as the shopping center owner requesting that the Village support his request to DuPage County, to allow access rather than close it off in the original design, to allow access into the shopping center. He explained that the County has worked with IDOT design engineers and came back with the plan that is before the Board, "The Revised Design Plan for Stearns Road". Essentially, the orange lane, which used to be a left turn lane on southbound Rt. 59 (referring to exhibit) was reversed in the design and now becomes an eastbound left turn lane into the shopping center where the Walgreens is and into the daycare center which is just east of the Walgreens. There will only be one southbound left turn lane. They had to maintain the geometry through the

width of each side of Stearns Road. Again, this will be the same width, but they reversed this southbound turn lane into an eastbound left turn lane in order to go into the shopping center and daycare center in a dedicated left turn lane. That's the major change to the design that the Board did not see back in August. In addition with the revised plan, the County is requesting that the Village adopt an ordinance restricting A.M. and P.M. peak hour left turn lane movement from the shopping center access point.

Trustee Martin asked if the light is red and everyone is lining up, can the lane be striped so drivers will leave a space.

J. Plonczynski responded there is no striping. They specifically took that out; it's a design criteria because they want the traffic to queue up as far as they can and get through the intersection during a cycle. So, the northbound right turns will continue right here (referring to exhibit), your through lanes and your left turns. That being said, the Village' traffic engineer reviewed the revisions and one of his concerns with the design is the queueing of the left turn lane. He is concerned that cars will be queueing up past the intersection and will prevent the left turn in there. IDOT and the County doesn't believe, at this time, because it's designed for current traffic, that this queueing will occur based on current traffic conditions because the left turn southbound onto Rt. 59 is the least movement of all the different configurations. Another concern is that they stripe additional tapering, so instead of being a long left turn lane from the intersection of the shopping center all the way to Braintree Lane, that they break it up past the driveway where the daycare center is and then stripe it so there is another left turn lane designated going into Braintree Lane.

Trustee Martin asked if there is a hard curb in front of that.

J. Plonczynski responded no, at this stage is it not a designed raised curb, just a striped median. The lane will all be the same level with striping on the street.

Chairman Camerer clarified that there is no actual barrier between the east and west traffic flow, or is there a gap for the shopping center in two different areas.

J. Plonczynski responded no, it is all level pavement with no separation. In the original design, this was a barrier median (referring to exhibit), but the barrier median is coming out because the southbound turn lane is now going to be an eastbound turn lane into the shopping center and the daycare.

Trustee Reinke asked if the Village is aware of any intersections in the area that utilize a similar configuration.

J. Plonczynski responded that he is not aware of any that have the same kind of left turn lane. With the previous design, Dan Dinges researched some intersections and Randall and Stearns Road in South Elgin had a similar design with the dual lefts at all intersections along with the barrier medians. That intersection is designed like the Stearns Road/Rt.

59 intersection was originally. The change has only come about because of the Village's support of the shopping center owner in his request to have the access point kept open.

Trustee Reinke stated that the Village wants to support the shopping center, but it is concerning that this is a somewhat unusual configuration. He stated that he wants to make sure that it works in the real world.

J. Plonczynski responded that we can ask the County if there are any other intersections similar to Stearns Road/Rt. 59. What makes the intersection unique, is the entrance to the shopping center is only 125 feet from the stop bar. You might find other configurations where you have turning into an eastbound or westbound left turn lane, but the close proximity of the shopping center entrance is what makes this unique. If you go on the west leg of this, where the Home Depot is located, that intersection is much further west so they were able to accommodate an easy flow into the Home Depot.

President Wallace commented that it is a design created by the DuPage County Traffic engineers.

J. Plonczynski stated that they created it based on trying to maintain access to the shopping center. They believe it will work with the caveat that we also have no left turns out during peak hours.

Trustee Shipman asked why IDOT originally thought that it was in everybody's best interest to have the double turn lane headed westbound, but now they're saying that we really don't need that.

J. Plonczynski responded that in talking to the engineers, the design engineers originally looked at the design mainly to continue to allow left turns out of the center, keeping this a dual left out, and putting a gap in the dual lefts. They did not feel that was safe. So they felt that they had to create this turn lane in and allow a limited turn lane out.

Trustee Shipman stated that he understands why the County made the revisions, but why did they say in the original design that two left turn lanes were needed going westbound and now since the Village has raised the shopping center issue, they are saying that we really don't need two left turn lanes.

Trustee Reinke stated that what Trustee Shipman has said make a lot of sense. He stated that he would like to hear from the Village's engineer. He is not concerned about what the State or the County wants to do, but wants to make sure the Village is doing the right thing for the residents and make sure it is safe. He stated that he is more comfortable with the Village's engineer rendering an opinion than some other engineer.

J. Plonczynski explained that the Village's traffic consultant, Brent Coulter, does not believe that the proposed configuration is safe.

Chairman Camerer asked if there are no other intersections that are comparable to the proposed design, how can the traffic consultant make that determination.

J. Plonczynski responded that Mr. Coulter is looking at other intersections around the area. This design (referring to exhibit) is safer than what we currently have, if you look at it in that context.

Trustee Martin asked if the traffic consultant has suggested another configuration.

J. Plonczynski responded that in this design (referring to exhibit) he agrees with the no left turn out peak time. He believes we should extend the striping so you don't have a constant; you break it up to go to Braintree Lane and he is concerned about the queueing. There's no design for that; it's just going to be where you have to let those people gap in there. The other entrance into the Walgreens is coming off north and into the new right turn in that's just north of the building. That's how it was with the original design; they felt people would go up that way.

Trustee Carbonaro commented that way would be safer.

President Wallace asked to see the exhibit showing the queued up cars. He stated that he drove the road for four years. In all the four years with the morning traffic, there were never more than two or three cars lined up in that left turn lane.

Trustee Shipman disagreed stating that he does it every morning and there is frequently more than two or three cars lined up.

Trustee Reinke stated that it his experience as well.

Trustee Shipman stated that is the route he takes to work every morning and is at that location around 7:15-7:30 a.m.

Trustee Martin commented that it seems funny that all of a sudden this new design will work and we don't need two lanes when that's what they said we needed from the beginning.

President Wallace stated that the whole idea is to try to get it to un-stack back to Braintree Lane. When you're adding a two lanes, you are un-stacking it.

Administrator Salmons stated that there has been substantially less traffic now that the construction of the Beaver Pond drainage area is completed. There was a lot of construction traffic and people who had different patterns given that. She stated that she goes that way several times a day and there is a lot less traffic there now than there was six months ago.

President Wallace stated that the way he looks at it is what it is now and what it will be if the revised design comes to fruition. He agreed 100% with Jim's comment that the new

design is safer than what we have now, because you have more space, less stacking, and the ability to come out during non-peak hours and make a left turn and you've actually got a landing lane to come out onto. Instead of just coming right out into traffic, you've got that left turn lane that is dedicated for left turns where you are landing before getting into traffic.

Trustee Shipman stated that he agrees that any of the proposals would be safer than what there is now. He commented that he is trying to see exactly what it is we are trying to accomplish.

J. Plonczynski explained that IDOT wants the Village to sign off on either this design or tell them that we don't like it.

Trustee Shipman asked by doing these designs, what are we trying to do; are we saying that the problem that we are trying to alleviate is people turning left out of Brewster Creek or turning left across Stearns to get into Brewster Creek; are those are problems. And if those are the problems and we went to the original IDOT design to prevent them, then what other problems are we creating and how do we address those? Is that what we are trying to do?

President Wallace responded that the original problem with IDOT's original proposal was a shopping center killer because you can't get in and out of it during regular hours and you have to go around the block to get to a convenient store. Proposing that someone from the west side of town wants to go to Walgreens, they go in there and then they have to loop out and stay at the stoplight as opposed to going the other way down Stearns Road and to the Walgreens on the other end of town. Convenience is what we had an issue with because of the barrier median.

Trustee Martin stated that now when people turn south, some people turn north; the opposite. Some lights have one side go and then the other side goes. If you take the middle where you can turn south or go straight, either one, that would have to be all at the same time.

J. Plonczynski explained that the turn lanes are dedicated turn lanes only; they are not through lanes and turn lanes. If you are getting the left turn signal, you have to turn; you cannot go straight.

President Wallace clarified that DuPage has looked at this and it is their road and they said that the proposed design is fine with them.

J. Plonczynski responded that the design is fine with them if the Village passes an ordinance regarding the left turn out during peak hours.

President Wallace stated that he looks at the situation twofold – what things can we do to make sure that we are protecting people that are driving and what can we do to make sure that the businesses are not unequally yoked with some type of a traffic pattern we

have created. Part of the discussion is do we try to regulate and manipulate traffic to a point where we are becoming a nanny of how you drive. People are going to drive crazy no matter what the road set-up is.

Trustee Carbonaro asked what the purpose is for the optional traffic light.

J. Plonczynski explained that it is an idea that the traffic engineer had as an alternate controlled access out of the shopping center.

Trustee Carbonaro clarified that you could turn left, come to the traffic light, make a safe left turn at Rt. 59 and Stearns, turn left and go eastbound on Stearns Road and not have to cross three lanes.

J. Plonczynski responded that the light is not in the current program for this intersection improvement; it would have to be an "ask" to the IDOT District 1 Engineer. Obviously, since it's a signal that the Village is asking for, we may have to pay a large portion of it, if it evens meets the warrants.

Chairman Camerer stated that as part of the discussions at other meetings, wasn't it determined that Norwood was still too close to the existing light at Stearns and 59 to have another light at that location.

J. Plonczynski responded yes, that was one of their concerns.

Chairman Camerer stated that it is not just a cost issue. In theory, let's say that the Village could pay for the light, we would still have to go through the State to get it taken care of and meet the warrants.

Trustee Carbonaro commented that Roberta Grill has had some conversations with them already.

J. Plonczynski stated that there has been some discussion and they did not include it; they did not feel it was needed. Our traffic engineer threw it out there as an alternate to consider, but it is something the Village would have to ask for.

Trustee Carbonaro asked Chief Williams which would be the safer of the two; looking for a left turn lane on Stearns Road or putting a light at Norwood.

K. Williams responded that there are a lot of moving parts to the situation. He stated that he is not a traffic engineer and will be tasked with making whatever decision the Board makes, the safest as possible. Clearly, the safest design is the first one, but there are some issues at hand.

Trustee Reinke stated that when the matter comes before the Board again, he would like the traffic consultant to be at that meeting. It is important to look at the data, specifically regarding the stacking. He stated that he would like to talk about the off-set and whether

or not his plan to deal with the off-sets is going to work. By creating the left hand turn lane, it seems that you are inviting someone to head north, which is a good thing; we want to encourage commerce, but at the same time, you are encouraging them to make a left across several lanes of traffic. He stated that he would like the Village's consultant to talk about that. President Wallace is right in that we can't be nannies of traffic, but at the same time, we can't set this up to make headlines.

Administrator Salmons stated that she will arrange for Brent Coulter to be at the next Board meeting.

Trustee Shipman stated that west of the intersection, there is a similar situation with the turn-in into Home Depot. He asked what the IDOT plans called for with that.

J. Plonczynski responded that originally, they had a barrier median. It mirrored this (referring to exhibit) and DuPage County, at the initial review, because that Home Depot entrance is further away and lined up with the one in Bartlett Commons, they put the striping so you can make the left turn. It's much further away from this stop bar and they felt it was safe to keep that open. They could have done that at the Walgreens site if the shopping center entrance was over here somewhere (referring to exhibit).

Trustee Martin asked if it is a County thing, because in Cook County, where the Dairy Queen is located, you've got two sets of striping right before the Lake Street intersection.

J. Plonczynski explained that Stearns is a County road; the east/west leg is a County road. They have a review of the IDOT plans just like we do. Some towns, if they don't have a dog in that fight, they just let them figure it out between themselves. We, because we went to bat for the shopping center owner, didn't have to do it on the west side because the County already did it for us. The east side, this is closer, so that's why they came up with this design with the caveat.

D. Cortesi, shopping center owner, stated that the Village went to bat for all the commercial properties. He stated that Brewster Creek is, by far, the most successful commercial property. It's not the first time that IDOT has come up with a set of plans. IDOT's plans are based off of what their current thinking is and somewhere down the line is the interest of the property owners and the community. He stated that IDOT will work with you. About 15 years ago, IDOT was going to put up all barrier curbs along Rt. 59 and possibly onto Stearns Road also. Bartlett convinced IDOT to do the four corners that we have now. They are not the greatest four corners of commercial in the world, but would hate to see what it would be if those barrier medians were not rejected by Bartlett, rejected by the property owners and turned around. The revised plan is considered safer by both DuPage County and by IDOT that the current plan for Stearns Road was. We are starting with a plan that is safer, but can you do something that would make it safer still; probably. But, this is safer than what is currently there and approved both by IDOT and DuPage County. And, it's for the shopping centers. It will help Brewster Creek but also help bring people to the Dominick's center. The revised plan is essential to the commercial viability of Brewster Creek.

R. Lewis, 868 Braintree Lane, stated that it is interesting that neither plan addresses the real issue for the shopping center or for the residents of Braintree Lane, which is the ability to exit the shopping center during peak time. In looking at the revised plan, we create yet still a problem. Before we had a barrier and you couldn't turn out at peak times and now we have a no left turn out at peak times. That's a huge problem; there's nowhere for these folks to go, of course, other than to cut down Braintree Lane and even that becomes a dangerous intersection when you have that much traffic. The idea of a stoplight at Norwood Lane and Rt. 59 does, in fact, help solve that problem. In the Schaumburg area, there are areas where lights are even closer to the intersection. He stated that if he were to put a stoplight, he would move it even closer to the intersection on the common exit from this shopping, but also the other shopping center across Rt. 59. He explained that in his discussions with IDOT, there was discussion that if you put a stoplight there, that's really to the benefit of the shopping center and the Village and someone else would have to pay for that. That's the wrong way to look at it. This improvement at the intersection, which is needed, is actually causing a problem for the shopping center. It's not a matter of it being a benefit; it's causing harm to that commercial property. Including a stoplight would make sense as part of this overall project.

President Wallace reiterated that Mr. Lewis was talking about a stoplight at the middle of the shopping center that would connect both centers across. He asked if the Village has ever looked into a light at that location.

J. Plonczynski explained that the Village's traffic consultant didn't believe that IDOT would look at it, but again, it's an "ask" to them. He felt because it is further away and at an intersection with a Village road, that IDOT would more likely include this in the program rather than one that they term as a private benefit because it's two shopping centers; it's not on a Village road.

President Wallace commented that he has seen lights like that on Barrington Road. There is a similar situation on Barrington Road where Sam's Club and Walmart are located.

J. Plonczynski stated that either way, we have to ask IDOT whether it would be here or there. Mr. Coulter felt that it being further away and on a Village side street, IDOT would consider it.

President Wallace stated that if the existing configuration is approved by DuPage County including a stoplight somewhere in the middle, it would allow people a safe way to exit or if they feel comfortable and it is not peak hours, they can exit out the back. On Randall Road at Lake-in-the-Hills, there are a lot of stoplights – the retailers want that exposure. They don't want people zooming past at 45 mph; they want people to slow down and stop.

Chairman Camerer asked what the next step would be.

J. Plonczynski explained that IDOT would like the Village's feedback within 90 days.

Chairman Camerer asked what has to be done to pursue getting a stoplight.

J. Plonczynski responded that the Village would have to ask in a letter to John Fortman, IDOT District One Engineer. Mr. Fortman would have to okay it to be included in Phase 1 or at least studied and put into the Phase 2 design engineering.

There being no further comments or questions, Chairman Camerer stated that the item will be placed on an upcoming agenda for further discussion with the Village's traffic consultant.

President Wallace entertained a motion to adjourn the Committee of the Whole meeting.

Moved by Trustee Shipman
Seconded by Trustee Martin

Motion carried.

President Wallace adjourned the Committee of the Whole meeting at 8:08 p.m.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 2/17/2015**

100-GENERAL FUND REVENUES

420230-BUILDING PERMITS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ROYAL PLUMBING	BUILDING PERMIT REFUND	40.00
1 SUBURBAN WELLNESS CENTER LLC	SPECIAL USE PERMIT REFUND	400.00
INVOICES TOTAL:		440.00

430310-TOWING/IMPOUNDING FEES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DAVID FLORES	ADMINISTRATIVE TOW FEE REFUND	500.00
INVOICES TOTAL:		500.00

100000-GENERAL FUND

210002-GROUP INSURANCE PAYABLE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 BLUE CROSS BLUE SHIELD OF ILLINOIS	MONTHLY INSURANCE - FEB 2015	277,415.75
** 1 DEARBORN NATIONAL	MONTHLY INSURANCE - FEB 2015	2,833.37
INVOICES TOTAL:		280,249.12

1100-VILLAGE BOARD/ADMINISTRATION

530115-SUBSCRIPTIONS/PUBLICATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ILLINOIS ISSUES	SUBSCRIPTION RENEWAL	39.95
** 1 PADDOCK PUBLICATIONS INC	SUBSCRIPTION FEES	78.68
INVOICES TOTAL:		118.63

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	OFFICE SUPPLIES	19.36
INVOICES TOTAL:		19.36

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	CONFERENCE REGISTRATION	175.00
INVOICES TOTAL:		175.00

543900-COMMUNITY RELATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	BOARD MEETING REFRESHMENTS	43.15
INVOICES TOTAL:		43.15

543910-HISTORY MUSEUM EXPENSES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
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** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 2/17/2015**

**	1 CARDMEMBER SERVICE	MUSEUM/DEPOT/ARCHIVE SUPPLIES	1,110.29
		<u>INVOICES TOTAL:</u>	<u>1,110.29</u>

1200-PROFESSIONAL SERVICES

523400-LEGAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CULLEN INC	PROFESSIONAL SERVICES	2,000.00
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	225.00
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	925.00
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	150.00
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	250.00
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	150.00
	<u>INVOICES TOTAL:</u>	<u>3,700.00</u>

523401-ARCHITECTURAL/ENGINEERING SVC

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHRISTOPHER B BURKE ENG LTD	POTABLE WATER STUDY	4,562.03
1 ENGINEERING ENTERPRISES INC	STORMWATER REVIEW	232.50
	<u>INVOICES TOTAL:</u>	<u>4,794.53</u>

1400-FINANCE

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHICAGO OFFICE TECHNOLOGY GROUP	MONTHLY MAINTENANCE FEES	25.79
	<u>INVOICES TOTAL:</u>	<u>25.79</u>

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 GOVERNMENT FINANCE OFFICERS	GFOA CONFERENCE REGISTRATION	380.00
	<u>INVOICES TOTAL:</u>	<u>380.00</u>

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DUPAGE COUNTY CLERK	NOTARY CERTIFICATE/D SELVAGGI	10.00
	<u>INVOICES TOTAL:</u>	<u>10.00</u>

1500-COMMUNITY DEVELOPMENT

523100-ADVERTISING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	FACEBOOK ADVERTISING	299.97
1 ILLINOIS MUNICIPAL LEAGUE	WEB AD/CODE ENFORCEMENT OFFICER	20.00
	<u>INVOICES TOTAL:</u>	<u>319.97</u>

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 2/17/2015**

530115-SUBSCRIPTIONS/PUBLICATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THE SIDWELL CO	COOK COUNTY LEASE ATLASES	382.00
	INVOICES TOTAL:	382.00

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 IL ASSOC OF CODE ENFORCEMENT	MEETING REGISTRATION FEES	70.00
	INVOICES TOTAL:	70.00

1600-BUILDING

522300-UNIFORM RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MAINTENANCE MATERIALS/SUPPLIES	204.81
	INVOICES TOTAL:	204.81

526005-PLAN REVIEW SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FIRE SAFETY CONSULTANTS INC	PLAN REVIEW SERVICES	857.00
1 FIRE SAFETY CONSULTANTS INC	PLAN REVIEW SERVICES	1,222.00
	INVOICES TOTAL:	2,079.00

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SIR SPEEDY	ANNUAL INSPECTION FORMS	102.82
	INVOICES TOTAL:	102.82

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ILLINOIS PHCC	CONFERENCE REGISTRATION	30.00
1 SUBURBAN BUILDING OFFICIALS CONF	TRAINING REGISTRATION	875.00
	INVOICES TOTAL:	905.00

1700-POLICE

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ILLINOIS DEPT OF AGRICULTURE	TRUCK SCALE RECERTIFICATION	200.00
	INVOICES TOTAL:	200.00

526000-VEHICLE MAINTENANCE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	39.90
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	790.50
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	26.85

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 2/17/2015**

1 MR CAR WASH	JANUARY CAR WASHES	149.50
1 RIVER RAND AUTO INC	SPEED TRAILER REPAIRS	35.00
1 SUBURBAN TIRE	VEHICLE MAINTENANCE	33.20
1 ULTRA STROBE COMMUNICATIONS INC	LIGHT BULB REPLACEMENT	16.95
INVOICES TOTAL:		1,091.90

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GALLS LLC	GUN SECURITY CABINET	315.00
** 1 SAM'S CLUB	FOOD PURCHASE/SUPPLIES	187.77
1 TOPS IN DOG TRAINING	DOG FOOD/NARCOTICS TOY	86.40
** 1 KENT WILLIAMS - PETTY CASH	PETTY CASH REIMBURSEMENT	67.32
INVOICES TOTAL:		656.49

530110-UNIFORMS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 RAY O'HERRON CO INC	UNIFORM ACCESSORIES	133.99
1 STREICHER'S	BODY ARMOR	1,314.98
INVOICES TOTAL:		1,448.97

530115-SUBSCRIPTIONS/PUBLICATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	EBAY PAYPAL FEES	50.00
** 1 PADDOCK PUBLICATIONS INC	SUBSCRIPTION FEES	78.83
INVOICES TOTAL:		128.83

530125-SHOOTING RANGE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 LAW ENFORCEMENT TARGETS INC	SCORING TARGETS	508.09
INVOICES TOTAL:		508.09

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	6,937.92
INVOICES TOTAL:		6,937.92

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STATE GRAPHICS	ENVELOPES	157.80
INVOICES TOTAL:		157.80

532300-POSTAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 KENT WILLIAMS - PETTY CASH	PETTY CASH REIMBURSEMENT	13.15
INVOICES TOTAL:		13.15

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 2/17/2015**

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	KEYS	13.40
INVOICES TOTAL:		13.40

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	CALEA CONF AIRFARE/LODGING	448.55
1 IL ASSOC OF CHIEFS OF POLICE	ADDT'L FEE/MEDIA TRAINING	30.00
1 ILLINOIS LAW ENFORCEMENT ALARM	CONFERENCE REGISTRATION FEES	400.00
1 KATHRYN R JUZWIN	CONSULTING SERVICES	1,800.00
1 WILLIAM NAYDENOFF	TRAINING EXPENSES	69.00
1 WILLIAM NAYDENOFF	TRAINING EXPENSES	69.00
** 1 KENT WILLIAMS - PETTY CASH	PETTY CASH REIMBURSEMENT	104.60
INVOICES TOTAL:		2,921.15

542810-SAFETY PROGRAM EXPENSES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	COMPUTER SOFTWARE	19.95
INVOICES TOTAL:		19.95

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BARTLETT LIONS CLUB	MEMBERSHIP DUES/C SNIDER	95.00
1 DUPAGE CO SENIOR POLICE MGMT ASSO	MEMBERSHIP DUES/C SNIDER	35.00
1 DUPAGE CO SENIOR POLICE MGMT ASSO	MEMBERSHIP DUES/W NAYDENOFF	35.00
1 DUPAGE CO SENIOR POLICE MGMT ASSO	MEMBERSHIP DUES/S YARWOOD	35.00
1 DUPAGE CO SENIOR POLICE MGMT ASSO	MEMBERSHIP DUES/G PRETKELIS	35.00
1 INT'L ASSOC OF CHIEFS OF POLICE	MEMBERSHIP RENEWAL/K WILLIAMS	150.00
1 INT'L ASSOC OF CHIEFS OF POLICE	MEMBERSHIP RENEWAL/J LEONAS	150.00
1 INT'L ASSOC OF CHIEFS OF POLICE	MEMBERSHIP RENEWAL/P ULLRICH	150.00
1 INT'L ASSOC OF CHIEFS OF POLICE	MEMBERSHIP RENEWAL/M MCGUIGAN	150.00
1 INT'L ASSOC OF CHIEFS OF POLICE	MEMBERSHIP RENEWAL/C SNIDER	150.00
1 INT'L ASSOC OF CHIEFS OF POLICE	MEMBERSHIP RENEWAL/S WINTERSTEIN	150.00
1 MID-STATES ORGANIZED CRIME	ANNUAL MEMBERSHIP DUES	250.00
1 NORTH SUBURBAN ASSOC CHIEFS/POLIC	ANNUAL MEMBERSHIP DUES	75.00
** 1 KENT WILLIAMS - PETTY CASH	PETTY CASH REIMBURSEMENT	10.00
INVOICES TOTAL:		1,470.00

543900-COMMUNITY RELATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SYCAMORE TRAILS	BUTTON MAKING MACHINE SUPPLIES	35.98
INVOICES TOTAL:		35.98

545200-POLICE/FIRE COMMISSION

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 J C BROIHIER	CONSULTING SERVICES	1,400.00

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 2/17/2015**

1 CONRAD POLYGRAPH INC	POLYGRAPH SERVICES	480.00
1 METRO-WESTERN COOK	BACKGROUND CHECK FEES	36.00
INVOICES TOTAL:		1,916.00

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 KENT WILLIAMS - PETTY CASH	PETTY CASH REIMBURSEMENT	103.50
INVOICES TOTAL:		103.50

570100-MACHINERY & EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 B & H PHOTO & VIDEO	VIDEO CAMERA ACCESSORIES	224.80
1 DH WIRELESS SOLUTIONS	TRUNK MODEMS/POLICE VEHICLES	10,423.61
INVOICES TOTAL:		10,648.41

1800-STREET MAINTENANCE

522300-UNIFORM RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 UNIFIRST CORP	UNIFORM RENTAL	100.86
1 UNIFIRST CORP	UNIFORM RENTAL	100.86
1 UNIFIRST CORP	UNIFORM RENTAL	100.86
1 UNIFIRST CORP	UNIFORM RENTAL	100.86
INVOICES TOTAL:		403.44

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	VPN SERVICE	2.11
INVOICES TOTAL:		2.11

523100-ADVERTISING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EXAMINER PUBLICATIONS INC	BID NOTICES	420.00
INVOICES TOTAL:		420.00

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	67.76
INVOICES TOTAL:		67.76

524230-SNOW PLOWING CONTRACTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AJD CONCRETE CONSTRUCTION CORP	SNOW PLOWING SERVICES	5,805.00
1 C E SMITH LAWN MAINTENANCE INC	SNOW PLOWING SERVICES	9,157.50
1 VIRGILIO CARDENAS	SNOW PLOWING SERVICES	2,700.00
1 VIRGILIO CARDENAS	SNOW PLOWING SERVICES	1,350.00

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 2/17/2015**

1 DAN LOURAS LAWN CARE CO INC	SNOW PLOWING SERVICES	1,980.00
1 DAN LOURAS LAWN CARE CO INC	SNOW PLOWING SERVICES	4,320.00
1 JAMES SAVINO	SNOW PLOWING SERVICES	5,940.00
1 KONCRETE CONSTRUCTION INC	SNOW PLOWING SERVICES	19,485.00
1 STEVE R NAPLES	SNOW PLOWING SERVICES	2,700.00
1 S & B PLOWING & SNOW	SNOW PLOWING SERVICES	2,520.00
1 S & B PLOWING & SNOW	SNOW PLOWING SERVICES	1,800.00
INVOICES TOTAL:		<u>57,757.50</u>

526000-VEHICLE MAINTENANCE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 INTERSTATE BILLING SERVICE INC	AUTOMOTIVE SUPPLIES	44.70
1 INTERSTATE BILLING SERVICE INC	AUTOMOTIVE SUPPLIES	109.00
1 INTERSTATE BILLING SERVICE INC	AUTOMOTIVE SUPPLIES	351.10
1 INTERSTATE BILLING SERVICE INC	AUTOMOTIVE SUPPLIES	60.13
1 RUSH TRUCK CENTERS	VEHICLE MAINTENANCE SUPPLIES	86.29
INVOICES TOTAL:		<u>651.22</u>

527110-SVCS TO MAINTAIN TRAFFIC SIGS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 LEOTEK ELECTRONICS USA LLC	STREET LIGHT MATERIALS	4,020.00
1 MEADE ELECTRIC CO INC	TRAFFIC SIG/STREET LIGHT MAINT	1,001.00
1 STATE TREASURER	TRAFFIC SIGNAL MAINTENANCE	2,236.26
INVOICES TOTAL:		<u>7,257.26</u>

527140-TREE TRIMMING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TREES R US INC	TREE REMOVAL SERVICES	32,576.54
1 TREES R US INC	TREE REMOVAL SERVICES	32,367.46
1 TREES R US INC	TREE REMOVAL SERVICES	60,748.78
1 TREES R US INC	TREE REMOVAL SERVICES	75,991.61
INVOICES TOTAL:		<u>201,684.39</u>

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BLUFF CITY MATERIALS INC	GRAVEL PURCHASE	133.26
1 HOME DEPOT CREDIT SERVICES	MAINTENANCE MATERIALS/SUPPLIES	34.62
1 KELLER HEARTT CO INC	MATERIALS & SUPPLIES	4,460.86
1 RAINBOW FARMS ENTERPRISES INC	WOODCHIP DISPOSAL	2,450.00
1 RAINBOW FARMS ENTERPRISES INC	WOODCHIP DISPOSAL	1,675.00
1 SAFETY-KLEEN SYSTEMS INC	PARTS WASHER SOLVENT	312.04
1 TAPCO	MATERIALS & SUPPLIES	186.28
1 TRAFFIC CONTROL & PROTECTION INC	SIGN MATERIALS	1,475.00
1 WESTERN REMAC INC	SIGN MATERIALS	974.25
INVOICES TOTAL:		<u>11,701.31</u>

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 2/17/2015**

530150-SMALL TOOLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MAINTENANCE MATERIALS/SUPPLIES	59.88
	INVOICES TOTAL:	59.88

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AUTO TRUCK GROUP	AUTOMOTIVE SUPPLIES	47.87
	INVOICES TOTAL:	47.87

532300-POSTAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THE UPS STORE	SHIPPING CHARGES	10.51
	INVOICES TOTAL:	10.51

534230-SNOW PLOWING SALT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CARGILL INC - SALT DIVISION	ROAD SALT PURCHASE	4,186.88
1 COMPASS MINERALS AMERICA	ROAD SALT PURCHASE	12,506.10
1 COMPASS MINERALS AMERICA	ROAD SALT PURCHASE	23,093.47
1 COMPASS MINERALS AMERICA	ROAD SALT PURCHASE	4,154.29
	INVOICES TOTAL:	43,940.74

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CAROL STREAM LAWN & POWER	EQUIPMENT MAINTENANCE SUPPLIES	45.64
1 FASTENAL CO	EQUIPMENT MAINTENANCE SUPPLIES	145.48
1 MONROE TRUCK EQUIPMENT INC	EQUIPMENT MAINTENANCE SUPPLIES	1,036.07
1 MONROE TRUCK EQUIPMENT INC	EQUIPMENT MAINTENANCE SUPPLIES	35.32
1 VALLEY HYDRAULIC SERVICE INC	EQUIPMENT MAINTENANCE SUPPLIES	61.50
1 VALLEY HYDRAULIC SERVICE INC	EQUIPMENT MAINTENANCE SUPPLIES	52.06
	INVOICES TOTAL:	1,376.07

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 LAMP RECYCLERS INC	FLUORESCENT LIGHTS	135.12
	INVOICES TOTAL:	135.12

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THE MORTON ARBORETUM	MEMBERSHIP DUES	60.00
	INVOICES TOTAL:	60.00

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	P.W. HOLIDAY LUNCHEON	76.89

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 2/17/2015**

INVOICES TOTAL: 76.89

574800-TREE PURCHASES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BRANCATO LANDSCAPING INC	TREE PURCHASES	46,500.00
		<u>INVOICES TOTAL: 46,500.00</u>

3000-DEBT SERVICE EXPENDITURES

523700-AGENTS FEES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WELLS FARGO BANK	AGENT FEES/SERIES 2007	150.00
		<u>INVOICES TOTAL: 150.00</u>

4000-CAPITAL PROJECTS EXPENDITURES

583072-NORTH/ PROSP STORMWTR DETENTIO

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COOK COUNTY TREASURER	PIN 06-35-400-112-0000	9,063.58
		<u>INVOICES TOTAL: 9,063.58</u>

5000-WATER OPERATING EXPENSES

520025-ELGIN WATER AGREEMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CITY OF ELGIN	ELGIN WATER BILL	449,513.50
		<u>INVOICES TOTAL: 449,513.50</u>

522300-UNIFORM RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 UNIFIRST CORP	UNIFORM RENTAL	41.47
1 UNIFIRST CORP	UNIFORM RENTAL	41.47
1 UNIFIRST CORP	UNIFORM RENTAL	41.47
1 UNIFIRST CORP	UNIFORM RENTAL	41.47
		<u>INVOICES TOTAL: 165.88</u>

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WATER REMEDIATION	BASE TREATMENT CHARGE/W-4	10,480.33
1 WATER REMEDIATION	BASE TREATMENT CHARGE/W-7	2,293.33
		<u>INVOICES TOTAL: 12,773.66</u>

522800-ANALYTICAL TESTING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PDC LABORATORIES INC	ANALYTICAL TESTING	35.00
1 SUBURBAN LABORATORIES INC	ANALYTICAL TESTING	245.00

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 2/17/2015**

INVOICES TOTAL: 280.00

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 INTEGRYS ENERGY	ELECTRIC BILL	487.32
1 INTEGRYS ENERGY	ELECTRIC BILL	1,891.85
1 INTEGRYS ENERGY	ELECTRIC BILL	3,902.79
1 INTEGRYS ENERGY	ELECTRIC BILL	684.90
1 INTEGRYS ENERGY	ELECTRIC BILL	4,101.86
1 INTEGRYS ENERGY	ELECTRIC BILL	11,187.86
1 NICOR GAS	GAS BILL	166.29
1 NICOR GAS	GAS BILL	74.84
<u>INVOICES TOTAL:</u>		<u>22,497.71</u>

527120-SVCS TO MAINT MAINS/STORM LINE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ASSOCIATED TECHNICAL SERVICES	LEAK LOCATION SERVICES	659.50
** 1 DUPAGE COUNTY DIVISION	HIGHWAY PERMIT FEE	100.00
<u>INVOICES TOTAL:</u>		<u>759.50</u>

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BLUFF CITY MATERIALS INC	GRAVEL PURCHASE	133.27
1 HD SUPPLY WATERWORKS LTD	MATERIALS & SUPPLIES	124.38
1 HOME DEPOT CREDIT SERVICES	MAINTENANCE MATERIALS/SUPPLIES	199.79
<u>INVOICES TOTAL:</u>		<u>457.44</u>

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 LAMP RECYCLERS INC	FLUORESCENT LIGHTS	135.12
<u>INVOICES TOTAL:</u>		<u>135.12</u>

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	P.W. HOLIDAY LUNCHEON	76.88
<u>INVOICES TOTAL:</u>		<u>76.88</u>

500000-WATER FUND

121054-WATER/SEWER BILLING A/R

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ESTATE OF WARREN E MANSK	REFUND - W/S OVERPAYMENT	24.34
1 SMITH PARTNERS & ASSOCIATES	REFUND - W/S OVERPAYMENT	97.59
<u>INVOICES TOTAL:</u>		<u>121.93</u>

5100-SEWER OPERATING EXPENSES

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 2/17/2015**

522300-UNIFORM RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 UNIFIRST CORP	UNIFORM RENTAL	56.32
1 UNIFIRST CORP	UNIFORM RENTAL	60.07
1 UNIFIRST CORP	UNIFORM RENTAL	66.22
1 UNIFIRST CORP	UNIFORM RENTAL	66.22
INVOICES TOTAL:		248.83

522800-ANALYTICAL TESTING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SUBURBAN LABORATORIES INC	ANALYTICAL TESTING	80.50
1 SUBURBAN LABORATORIES INC	ANALYTICAL TESTING	89.00
INVOICES TOTAL:		169.50

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 INTEGRYS ENERGY	ELECTRIC BILL	64.61
1 INTEGRYS ENERGY	ELECTRIC BILL	97.23
1 INTEGRYS ENERGY	ELECTRIC BILL	69.60
1 INTEGRYS ENERGY	ELECTRIC BILL	255.92
1 INTEGRYS ENERGY	ELECTRIC BILL	90.92
1 INTEGRYS ENERGY	ELECTRIC BILL	251.89
1 INTEGRYS ENERGY	ELECTRIC BILL	246.75
1 INTEGRYS ENERGY	ELECTRIC BILL	228.06
1 INTEGRYS ENERGY	ELECTRIC BILL	115.45
1 INTEGRYS ENERGY	ELECTRIC BILL	353.69
1 INTEGRYS ENERGY	ELECTRIC BILL	217.12
1 INTEGRYS ENERGY	ELECTRIC BILL	318.25
1 INTEGRYS ENERGY	ELECTRIC BILL	380.33
1 INTEGRYS ENERGY	ELECTRIC BILL	1,200.59
1 INTEGRYS ENERGY	ELECTRIC BILL	36,319.35
1 INTEGRYS ENERGY	ELECTRIC BILL	92.03
1 NICOR GAS	GAS BILL	111.90
1 NICOR GAS	GAS BILL	29.29
1 NICOR GAS	GAS BILL	26.12
1 NICOR GAS	GAS BILL	78.61
1 NICOR GAS	GAS BILL	25.07
1 NICOR GAS	GAS BILL	80.30
INVOICES TOTAL:		40,653.08

526000-VEHICLE MAINTENANCE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KAMMES AUTO & TRUCK REPAIR INC	VEHICLE MAINTENANCE	58.00
INVOICES TOTAL:		58.00

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BLUFF CITY MATERIALS INC	GRAVEL PURCHASE	133.27

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 2/17/2015**

1 HACH CO	MATERIALS & SUPPLIES	802.77
1 HOME DEPOT CREDIT SERVICES	MAINTENANCE MATERIALS/SUPPLIES	318.12
1 KIMBALL MIDWEST	MATERIALS & SUPPLIES	48.00
1 NORTH CENTRAL LABORATORIES	LAB SUPPLIES	1,095.01
<u>INVOICES TOTAL:</u>		<u>2,397.17</u>

530150-SMALL TOOLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TERRACE SUPPLY CO	TOOLS	1,330.58
<u>INVOICES TOTAL:</u>		<u>1,330.58</u>

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CASE LOTS INC	PAPER TOWELS/CLEANING SUPPLIES	682.90
<u>INVOICES TOTAL:</u>		<u>682.90</u>

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 APEX PUMPING EQUIPMENT INC	EQUIPMENT MAINTENANCE SUPPLIES	688.00
1 CAROL STREAM LAWN & POWER	CREDIT - RETURNED ITEMS	-36.60
<u>INVOICES TOTAL:</u>		<u>651.40</u>

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ACTION LOCK & KEY INC	PADLOCKS	466.44
1 LAMP RECYCLERS INC	FLUORESCENT LIGHTS	135.13
<u>INVOICES TOTAL:</u>		<u>601.57</u>

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FOX VALLEY OPERATORS ASSOC	ANNUAL MEMBERSHIP DUES	100.00
<u>INVOICES TOTAL:</u>		<u>100.00</u>

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	P.W. HOLIDAY LUNCHEON	76.88
<u>INVOICES TOTAL:</u>		<u>76.88</u>

570100-MACHINERY & EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALL SERVICE CONTRACTING CORP	FILTER PROJECT MATERIALS	39,538.00
<u>INVOICES TOTAL:</u>		<u>39,538.00</u>

5200-PARKING OPERATING EXPENSES

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 2/17/2015**

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 UNIFIRST CORP	MATS	12.00
1 UNIFIRST CORP	MATS	12.00
1 UNIFIRST CORP	MATS	12.00
1 UNIFIRST CORP	MATS	12.36
INVOICES TOTAL:		48.36

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	VPN SERVICE	409.55
1 NICOR GAS	GAS BILL	116.85
1 NICOR GAS	GAS BILL	362.88
INVOICES TOTAL:		889.28

529000-OTHER CONTRACTUAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	DSL LINE FOR METRA PAY BOXES	19.95
INVOICES TOTAL:		19.95

5500-GOLF PROGRAM EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ROSCOE CO	MATS	97.75
INVOICES TOTAL:		97.75

523100-ADVERTISING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DEX MEDIA	ADVERTISING	133.70
INVOICES TOTAL:		133.70

524100-BUILDING MAINTENANCE SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SLYCORD CLEANING SERVICES INC	WINDOW CLEANING SERVICES	85.00
INVOICES TOTAL:		85.00

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KENNETH BURRIS	PLUMBING SERVICES	1,500.00
1 HOME DEPOT CREDIT SERVICES	MAINTENANCE MATERIALS/SUPPLIES	294.43
INVOICES TOTAL:		1,794.43

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	FABRIC PURCHASE	346.95

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 2/17/2015**

INVOICES TOTAL: 346.95

570100-MACHINERY & EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 B ANDREWS INC	DESIGN SERVICES	3,420.00
1 DURAGUARD	KITCHEN FLOOR REPAIRS	1,245.00
<u>INVOICES TOTAL:</u>		<u>4,665.00</u>

5510-GOLF MAINTENANCE EXPENSES

526000-VEHICLE MAINTENANCE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 LEE'S WELDING INC	TRACTOR EQUIPMENT REPAIRS	90.00
<u>INVOICES TOTAL:</u>		<u>90.00</u>

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CAROL STREAM LAWN & POWER	EQUIPMENT MAINTENANCE SUPPLIES	214.14
1 J W TURF INC	EQUIPMENT MAINTENANCE SUPPLIES	311.03
1 J W TURF INC	EQUIPMENT MAINTENANCE SUPPLIES	355.84
1 J W TURF INC	EQUIPMENT MAINTENANCE SUPPLIES	5.92
<u>INVOICES TOTAL:</u>		<u>886.93</u>

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MAINTENANCE MATERIALS/SUPPLIES	24.98
<u>INVOICES TOTAL:</u>		<u>24.98</u>

5560-GOLF RESTAURANT EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GREAT LAKES SERVICE	MONTHLY SERVICE AGREEMENT	174.91
<u>INVOICES TOTAL:</u>		<u>174.91</u>

523100-ADVERTISING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DEX MEDIA	ADVERTISING	132.00
1 DEX MEDIA	ADVERTISING	208.53
<u>INVOICES TOTAL:</u>		<u>340.53</u>

524100-BUILDING MAINTENANCE SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SLYCORD CLEANING SERVICES INC	WINDOW CLEANING SERVICES	40.00
<u>INVOICES TOTAL:</u>		<u>40.00</u>

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 2/17/2015**

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	VPN SERVICE	55.58
INVOICES TOTAL:		55.58

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMERICAN COMPRESSED GASES INC	CYLINDER RENTAL	93.00
INVOICES TOTAL:		93.00

5570-GOLF BANQUET EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CLUBTEC	MONTHLY SOFTWARE SUPPORT	53.00
1 GREAT LAKES SERVICE	MONTHLY SERVICE AGREEMENT	174.92
INVOICES TOTAL:		227.92

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ELEGANT PRESENTATIONS INC	TABLECLOTH RENTAL	224.85
1 M & M SPECIAL EVENTS CO	CHAIR TIE RENTAL	120.00
1 M & M SPECIAL EVENTS CO	NAPKIN RENTAL	54.00
INVOICES TOTAL:		398.85

524100-BUILDING MAINTENANCE SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SLYCORD CLEANING SERVICES INC	WINDOW CLEANING SERVICES	40.00
INVOICES TOTAL:		40.00

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	VPN SERVICE	55.57
INVOICES TOTAL:		55.57

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMERICAN COMPRESSED GASES INC	CYLINDER RENTAL	93.00
INVOICES TOTAL:		93.00

6000-CENTRAL SERVICES EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TYCO INTEGRATED SECURITY LLC	QUARTERLY MAINTENANCE FEE	285.23

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 2/17/2015**

INVOICES TOTAL: 285.23

522700-COMPUTER SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BLUELAKE SOFTWARE INC	DOCUMENT IMAGING SOFTWARE MAINT	2,188.00
** 1 CARDMEMBER SERVICE	WEB HOSTING FEES	47.95
1 COMCAST	VPN SERVICE	92.40
1 COMCAST	VPN SERVICE	112.85
<u>INVOICES TOTAL:</u>		<u>2,441.20</u>

524100-BUILDING MAINTENANCE SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ORKIN PEST CONTROL	PEST CONTROL SERVICES	80.46
1 ORKIN PEST CONTROL	PEST CONTROL SERVICES	60.63
1 STATE FIRE MARSHAL	BOILER INSPECTION FEES	100.00
1 UNIFIRST CORP	MATS	41.80
1 UNIFIRST CORP	MATS	41.80
1 UNIFIRST CORP	MATS	41.80
1 UNIFIRST CORP	MATS	43.06
<u>INVOICES TOTAL:</u>		<u>409.55</u>

524110-TELEPHONE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AT&T	TELEPHONE BILL	90.33
1 FIRST COMMUNICATIONS LLC	P.W. TELEPHONE CIRCUIT	343.59
1 VERIZON WIRELESS	WIRELESS SERVICES	76.02
<u>INVOICES TOTAL:</u>		<u>509.94</u>

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	574.82
<u>INVOICES TOTAL:</u>		<u>574.82</u>

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	PROJECTOR BULB/COMPUTER SUPPLIES	333.13
1 INSIGHT PUBLIC SECTOR INC	PROXIMITY CARD READERS	136.60
1 PEPSI-COLA GENERAL BOTTLERS INC	SOFT DRINK PURCHASE	294.75
** 1 SAM'S CLUB	FOOD PURCHASE/SUPPLIES	180.71
<u>INVOICES TOTAL:</u>		<u>945.19</u>

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRAINGER	BUILDING MAINTENANCE SUPPLIES	110.08
1 THE SHERWIN-WILLIAMS CO	BUILDING MAINTENANCE SUPPLIES	64.12
<u>INVOICES TOTAL:</u>		<u>174.20</u>

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 2/17/2015**

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JESSICA ROCCO	MILEAGE REIMBURSEMENT	24.80
1 TOWN & COUNTRY GARDENS	FLOWERS	225.99
INVOICES TOTAL:		250.79

570100-MACHINERY & EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	CLOUD SERVICES	256.53
INVOICES TOTAL:		256.53

6100-VEHICLE REPLACEMENT EXPENSES

570160-BUILDING VEH REPLACEMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WRIGHT AUTOMOTIVE INC	REPLACEMENT VEHICLE/FORD FUSION	24,043.00
INVOICES TOTAL:		24,043.00

7000-POLICE PENSION EXPENDITURES

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ILLINOIS PROFESSIONAL	PENSION SEMINAR REGISTRATION	480.00
INVOICES TOTAL:		480.00

GRAND TOTAL: 1,319,528.33

GENERAL FUND	696,053.08
DEBT SERVICE FUND	150.00
CAPITAL PROJECTS	9,063.58
WATER FUND	486,781.62
SEWER FUND	86,507.91
PARKING FUND	957.59
GOLF FUND	9,644.10
CENTRAL SERVICES FUND	5,847.45
VEHICLE REPLACEMENT FUND	24,043.00
POLICE PENSION FUND	480.00
GRAND TOTAL	1,319,528.33

** Indicates pre-issue check.

Memorandum

To: Village President and Board of Trustees
From: Scott Skrycki, Assistant to the Village Administrator
Date: 2/10/2015
Re: Bill Tiknis

Through the efforts of Bartlett Resident Raymond Deyne, and Village Staff, former Village President Bill Tiknis was recognized at the Congressional Level.

Congressman Peter Roskam cordially accepted our request and spoke about Bill's accomplishments and contributions to public service. Bill's record was read to the 119th Congress on Wednesday, November 19th, 2014. Attached is a copy of the official Congressional Record. Congressman Roskam will be in attendance at the February 17, 2015 Board Meeting to present Bill with the official reading.



United States
of America

Congressional Record

PROCEEDING AND DEBATES OF THE 113th CONGRESS, SECOND SESSION

WASHINGTON, WEDNESDAY, NOVEMBER 19TH, 2014

House of Representatives

Recognizing the 55 years of service to Bartlett, IL by Mr. Bill "Tik" Tiknis

HON. PETER J. ROSKAM
OF ILLINOIS
IN THE HOUSE OF REPRESENTATIVES

Mr. Speaker, I rise today to recognize the service of Mr. Bill "Tik" Tiknis, a resident of Bartlett, Illinois, in my Congressional district.

Bill Tiknis moved with his family to Bartlett in 1956 and dedicated his life in service to his community. Bill gave a remarkable 55 years of service in jobs including serving as Village President, Village Trustee, and the Founder and President of the Bartlett Chamber of Commerce. He was a volunteer Fire Fighter and later District Commissioner of the Bartlett Fire Protection District and was a Charter Member of the Bartlett Rotary and President of the Hanover Township Foundation. Bill's leadership in these roles left an indelible mark on Bartlett and has created a lasting legacy.

Apart from his time spent in local government, Bill helped organize youth football in Bartlett and created the Bartlett Park District. While he was Village President, he helped preserve a town landmark by working to purchase Bartlett Hills Golf Club with overwhelming support from the community. The Village now has a "Bill Tiknis Golf Classic" in his honor.

Recently, the Village of Bartlett has named the seventh of April as Bill Tiknis Day and Hannover Township Administration Center renamed their building the "Bill Tiknis Campus" at a ceremony attended by over 200 community members and leaders. He is a true living legend in the Village of Bartlett.

Mr. Speaker and Distinguished Colleagues, please join me in recognizing Mr. Bill Tiknis as a wonderful example of citizenship and service and wishing him much success in his next chapter.

Peter J. Roskam
Member of Congress



Agenda Item Executive Summary

Item Name Janitorial Services Contract Committee or Board Board

BUDGET IMPACT

Amount:	\$41,100	Budgeted	\$41,100
List what fund	Central Services/Golf		

EXECUTIVE SUMMARY

The Janitorial Services contract is up April 30th, 2015. Staff is recommending a 2 year extension with a company it has been working with since June of 2012.

ATTACHMENTS (PLEASE LIST)

Cover Memo, Motion, Resolution, Contract

ACTION REQUESTED

For Discussion Only _____

Resolution

Ordinance _____

Motion:

I move to approve resolution 2015-____. A resolution authorizing the execution of a contract extension with Crystal Maintenance, for the Janitorial Services at Village Hall, Bartlett Police Department, and Bartlett Hills Golf Course.

Staff: Scott Skrycki Date: 2/10/2015

Memorandum

To: Paula Schumacher, Assistant Village Administrator
From: Scott Skrycki, Assistant to the Village Administrator
Date: 2-9-2015
Re: Janitorial Services Contract

Crystal Maintenance was hired to a temporary contract starting June 4th, and ending October 31st of 2012. Crystal Maintenance had submitted a proposal at a cost of \$46,740, during the February 2012 RFP process. The Village Board agreed to a contract extension that went from November 1st, 2012 through April 30th, 2014, and again through April 30th, 2015. Staff is recommending a two extension through April 30th, 2017.

Crystal Maintenance has been in business since 1993. Based on their experience, price, and the quality of work they have done at the Village since June 4th, 2012, staff recommends approving a janitorial services agreement with Crystal Maintenance out of Mount Prospect, IL. The contract would be for the period of May 1st, 2015 to April 30th, 2017, at a cost of \$41,100, this price is down because they no longer clean the Metra Station. Mega Commercial had no comparable work at the time, and the Village terminated Best Quality Cleaning. For your review, here are the bid prices that were submitted to the Village in 2012.

Company Name	Total Cost for Village Hall, Police Department, Bartlett Hills, and the Bartlett Metra Station
Mega Commercial Services Inc.	\$34,860
Best Quality Cleaning Inc.	\$41,260
Crystal Maintenance	\$46,740
Eco-Clean Maintenance	\$47,340
Multisystem Management Company	\$49,680
Perfect Cleaning	\$51,000
ABC Cleaning	\$52,740
I &M Magic Service	\$57,840
GSF Support Cleaning	\$57,864
Total Facility Maintenance	\$62,676
Alpha Building Maintenance Services	\$63,240
All Cleaners Inc.	\$65,669.64
Clean Net	\$72,300
Complete Cleaning Company	\$74,406.48

MOTION

I move to approve resolution 2015-_____, a resolution approving of the janitorial services agreement between the Village of Bartlett and Crystal Maintenance in the amount of \$41,100.

RESOLUTION 2015 - _____

**A RESOLUTION APPROVING OF THE JANITORIAL SERVICES
AGREEMENT BETWEEN THE VILLAGE OF BARTLETT
AND CRYSTAL MAINTENANCE.**

BE IT RESOLVED by the President and Board of Trustees of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, as follows:

SECTION ONE: The Janitorial Services Agreement dated May 1 , 2015 between Crystal Maintenance and the Village of Bartlett (the “Agreement”), a copy of which Contract is appended hereto and expressly incorporated herein, is hereby approved.

SECTION TWO: The Village President and Village Clerk are hereby authorized and directed to sign and attest, respectively, the Agreement on behalf of the Village of Bartlett.

SECTION THREE: SEVERABILITY. The various provisions of this Resolution are to be considered as severable, and of any part or portion of this Resolution shall be held invalid by any Court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Resolution.

SECTION FOUR: REPEAL OF PRIOR RESOLUTIONS. All prior Ordinances and Resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

SECTION FIVE: EFFECTIVE DATE. This Resolution shall be in full force and effect upon passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: February 17th , 2015

APPROVED: February 17th , 2015

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2015 - _____ enacted on February 17th, 2015, and approved on February 17th, 2015 as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

JANITORIAL SERVICES AGREEMENT

This Janitorial Services Agreement (the "Agreement") is entered this 1st day of May, 2015, between the Village of Bartlett, an Illinois home rule municipality (the "Village") and Crystal Maintenance Services Corp. ("Contractor") (collectively, the "Parties").

IN CONSIDERATION of the covenants and conditions herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties hereby agree as follows:

1. Cleaning Services. Contractor shall perform janitorial services and provide all cleaning supplies, equipment and materials required therefore (collectively, "Cleaning Supplies") at the Village Hall and Police Department located at 228 S. Main Street, Bartlett, Illinois, 60103, the Bartlett Hills Golf Course Clubhouse and Midway located at 800 W. Oneida, Bartlett, Illinois, 60103, (collectively, the "Property Sites"), in strict compliance with the Village of Bartlett-Janitorial Services Request for Proposal dated February 20th, 2012 (the "RFP"), Contractor's Proposal, copies of which are attached hereto as Exhibits A and amended exhibit B respectively, and are incorporated herein, and in strict compliance with the terms and conditions herein (the "Cleaning Services"). Cleaning Services shall be performed on the days and at the times specified in the RFP in strict compliance with the Schedule of Cleaning set forth in the RFP.

2. Terms. The Term of this Agreement shall be commence on May 1, 2015 and expire on April 30, 2017, unless sooner terminated as provided herein. Upon mutual agreement between the Village and the Contractor, the term of this agreement can be extended one (1) additional year.

3. Contract Sum. The Contract Sum for the Cleaning Services is \$3,425 monthly and includes all costs of Contractor performing the Cleaning Services in strict compliance with the terms and conditions herein, including but not limited to providing all Cleaning Supplies. Payments shall be made in accordance with paragraph 4 and 20B below.

4. Payment Procedures. The Village's shall pay Contractor the monthly Contract Sum following the Village's determination that all Cleaning Services have been performed in strict compliance with the requirements herein, on the third Tuesday following the month in which the Cleaning Services have been completed. The Village reserves the right to discount the monthly invoice for work not performed or performed in an unsatisfactory manner. The discount is not to be considered a penalty but rather will be in direct proportion of the time and materials necessary for the Village staff to perform those services as described in the contract at a satisfactory level. A discount will be demanded after written notice is given to the Contractor first class regular mail outlining a specific complaint(s) and/or how the terms of the contract are not being fulfilled. On the first occurrence of a specific complaint or breach, the Contractor will

have five (5) working days to evaluate the performance or source of the complaint and implement corrective measures. If, after the five-day period, an improvement to the service or contract breach is not evident by the Village, then the discount will be levied to the monthly invoice. On the second occurrence of the same incident or complaint, only three (3) days will be given before the discount is applied. The third and subsequent occurrence of the same incident or breach will result in an automatic discount to the monthly invoice and will be considered a breach of contract. The Village may also deduct from any payment required hereunder, the cost of any Repair Work not completed in a timely manner by Contractor, in accordance with paragraph 14 herein. In the event Cleaning Services are performed for a portion of a month, the Cleaning Services Fees shall be prorated based on the number of days said Cleaning Services were performed and based on the itemized billing schedule set forth on Exhibit B, subject to any deductions set forth in this paragraph 4.

5. Non-Discrimination.

A. Contractor shall not discriminate against any worker, employee or applicant for employment because of religion, race, sex, color, national origin, marital status, ancestry, age, physical or mental disability unrelated to ability, or an unfavorable discharge from the military service, nor otherwise commit an unfair employment practice. Contractor further agrees that this article will be incorporated by the Contractor in all contracts entered into with suppliers of materials or services, and all labor organizations and/or subcontractors furnishing skilled, unskilled and/or craft skilled labor and/or who may otherwise perform any such labor or services in connection with this Contract.

B. The Contractor shall comply with all applicable federal, state and local sexual harassment laws.

6. Compliance with Law. All goods, equipment, and all labor furnished by Contractor and subcontractors of every tier shall comply with all applicable Federal, State and local laws relative thereto including, but not limited to, all safety related regulations as required by the Federal Occupational Safety and Health Act (OSHA) and all applicable Village Ordinances and Codes. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Village, its officials, officers, employees, and agents from loss or damage, including, but not limited to, attorney's fees, and other costs of defense by reason of actual or alleged violations of federal, state or local law. This obligation shall survive the expiration and/or termination of this Agreement.

7. Indemnity. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Village, and its officials, officers, employees, and agents, against all injuries, deaths, damage to property, loss, damages, claims, patent claims, suits, liens, lien rights, liabilities, judgments, costs and expenses, which may in any way arise directly or indirectly from (i) the Cleaning Services and/or any Repair Work provided hereunder; (ii) any acts and/or omissions of or on behalf of the

Contractor, its employees, contractors, sub-contractors of any tier, suppliers, and/or agents; and/or (iii) any breach or default under this Agreement by Contractor; except to the extent caused by the negligence of a party indemnified hereunder; in which case Contractor shall at its own expense, appear, defend and pay all charges of attorneys and costs and other expenses arising therefrom or incurred in connection therewith, and if any judgment shall be rendered against the Village in any such action, Contractor agrees that any bond or insurance protection required herein, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village as herein provided. This obligation shall survive the expiration and/or termination of this Agreement.

8. Binding Obligation and Non-Assignability. Contractor shall not assign and/or delegate the whole or any part of this Agreement without the written consent of the Village. All subcontractors shall be approved by the Village. Any such unapproved assignment and/or delegation shall be null and void.

9. Taxes. The Contractor shall be responsible for and pay any and all applicable taxes, including sales and use taxes. The cost of any such taxes is included in the Contract Sum set forth in paragraph 3 above.

10. Investigations by Contractor. Contractor has made such investigations as it deems necessary to perform the Cleaning Services required hereunder, including, but not limited to, Project Sites inspection, and represents and warrants that Contractor can perform the Cleaning Services in strict compliance with the terms and conditions herein. No plea of ignorance of conditions that exist or of conditions or difficulties that may be encountered in the execution of the Cleaning Services under this Agreement as a result of failure to make the necessary investigations will be accepted as an excuse for any failure or omission on the part of Contractor to fulfill in every detail all of the requirements of this Agreement, or will be accepted as a basis for any claims whatsoever, for extra compensation.

11. Insurance Requirements. Throughout the duration of the Agreement, and any extensions and/or renewals thereof, Contractor, at its sole cost, shall maintain insurance with the following minimum types and amounts of coverages:

Commercial General Liability: \$1,000,000 each occurrence, if such CGL coverage contains an aggregate limit it shall apply separately to this project/location or shall be in an amount of not less than \$2,000,000.

Worker Compensation: State of Illinois Statutory Coverage

Employer's Liability: \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

Business Auto Liability: \$1,000,000 each accident covering liability arising out of "Any Auto" including owned, hired, and non-owned autos.

Contractor will cause the Village of Bartlett and its officials, officers, employees and agents, to be named as Additional Insured (the "Additional Insured") under the CGL and Business Auto Liability coverages, and under the commercial umbrella coverage, if any.

Any endorsement(s) or provision(s) which limits contractual liability shall be deleted in their entirety. Said insurance coverage shall be primary as respects the Additional Insured, and shall state that it shall apply separately to each insured against whom claim is made or suit is brought. Any insurance or self-insurance maintained by the Additional Insured, or any of them, shall be in excess of the Contractor's insurance and shall not contribute with it.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence from CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, administration of the work, independent contractors, subcontractors, sub-subcontractors, vendors and suppliers, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

A. Evidence of Insurance.

Prior to beginning work, Contractor shall furnish the Village with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days' written notice to the Village prior to the cancellation or material change of any insurance referred to therein. Written notice to the Village shall be by certified mail, return receipt requested.

Failure of the Village to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Village to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

The Village shall have the right, but not the obligation, of prohibiting Contractor from beginning work until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the Village.

Failure of Contractor to maintain the required insurance may result in termination of this Agreement and shall be considered a material breach of this Agreement.

Contractor shall provide certified copies of all insurance policies required above within 10 days of Village's written request for said copies.

B. Acceptability of Insurers.

For insurance companies which obtain a rate from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Village has the right to reject insurance written by an insurer it deems unacceptable.

C. Cross-Liability Coverage.

If Contractor's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

D. Deductibles and Self-Insured Retentions.

Any deductibles or self-insured retentions must be declared to the Village. At the option of the Village, the Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the Village, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs, including, but not limited to investigations, claim administration and defense expenses.

E. Subcontractors.

Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified above. When requested by the Village, Contractor shall furnish copies of certificates of insurance evidence coverages for each subcontractor. Failure of any such subcontractor to maintain such insurance shall be considered a material breach of this Agreement by Contractor.

12. Default. In the event of default hereunder by Contractor, the Village shall be entitled to all remedies available at law and/or equity, including reasonable attorney's fees.

13. Notice. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed served (a) when delivered by Federal Express or similar overnight courier service to that party's address set forth below during the hours of 9:00 a.m. and 5:00 p.m. local time Monday through Friday, excluding federal holidays; or (b) when mailed to any other person designated by that party in writing herein to receive such notice, via certified mail, return receipt requested, postage prepaid. Notice shall be given to the following:

If to the Contractor:

Crystal Maintenance
1699 Wall St., Suite #504
Mount Prospect, IL 60056
Attention: Monica Talar, General Manager

If to the Village:

Village of Bartlett
228 South Main Street
Bartlett, Illinois, 60103
Attention: Kevin Wallace, Village President

With a copy to:

Bryan E. Mraz
Bryan E. Mraz & Associates
111 East Irving Park Road
Roselle, Illinois, 60172

Either party hereto may change the place of notice to it by sending written notice to the other party.

14. Repair Work. Contractor shall repair any damage to the Project Sites and/or any other Village real and/or personal property attributable to acts and/or omissions of Contractor, its employees, subcontractors of any tier, agents, and/or anyone acting on behalf of any of them, or otherwise attributable to the Cleaning Services, except to the extent such damage is attributable to the negligence of the Village (the "Repair Work"). The Repair Work shall be completed within ten (10) days of the date of said damage (the "Repair Completion Date"). The Village will hold back funds for the Repair Work and/or any costs of replacing any damaged property in accordance with Section 4 herein. However, such holdbacks shall not relieve Contractor of its obligation to complete the Repair Work required hereunder; nor shall such holdbacks be considered a limit on Contractor's liability hereunder.

15. Assumption of Risk. To the fullest extent permitted by law, Contractor assumes liability for all injury to or death of any person or persons including employees of contractor, any subcontractor of any tier, any supplier and/or any other person, and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this Agreement.

16. Incorporation of Documents. The (a) Contractor's Proposal Form, (b) the RFP, and (c) all Exhibits referred to herein are hereby expressly incorporated herein and made a part hereof.

17. Conflicting Terms. In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of the Proposal, RFP and/or other exhibits hereto, the terms and conditions of this Agreement shall control to the extent of such conflict or inconsistency.

18. Hazardous Substances. Contractor shall not cause or permit any Hazardous Substances to be brought upon, kept, stored or used in or about the Project Sites and/or any other Village property (collectively, the "Village Property") by Contractor, its employees, contractors, subcontractors, agents, suppliers and anyone for whose acts and/or omissions for whom Contractor may be liable (collectively "Contractor's Agents"). If the presence of Hazardous Substances brought upon, kept, stored or used in or about any Village Property by or on behalf of Contractor or Contractor's Agents in violation of this paragraph, results in contamination of said Village Property, Contractor shall pay for all actual costs of clean up and shall indemnify, hold harmless and at the Village's option, defend the Village, and its employees, affiliates, agents, volunteers, officers, and officials from and against any and all claims, demands, expenses (including reasonable attorneys' fees), costs, fines, penalties and other liabilities of any and every kind and nature, including, but not limited to, costs and expenses incurred in connection with any clean-up, remediation, removal or restoration work required by any federal, state or local governmental authority because of the presence of any such Hazardous Substances on or about the Village Property.

For purposes hereof, Hazardous Substances shall include, but not be limited to, substances defined as "hazardous substances," "toxic substances" in the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended; the federal Hazardous Materials Transportation Act, as amended; and the federal Resource Conservation and Recovery Act, as amended ("RCRA"); those substances defined as "hazardous substances," "materials," or "wastes" under any Federal law or the law of the State of Illinois; and as such substances are defined in any regulations adopted and publications promulgated pursuant to said laws (collectively, "Environmental Laws"). If Contractor's activities or the activities of any of Contractor's Agents violate or create a risk of violation of any Environmental Laws, Contractor shall cause such activities to cease immediately upon notice from the Village. Contractor shall immediately notify the Village both by telephone and in writing of any spill or unauthorized discharge of Hazardous Substances or of any condition constituting an "imminent hazard" under any Environmental Laws.

Contractor's indemnification obligations and duties hereunder shall survive the termination and/or expiration of this Agreement.

19. Criminal Background Checks. Contractor shall be responsible for causing each employee, contractor, sub-contractor and/or other person performing Cleaning Services hereunder to sign the Investigation Authorization and Release form, attached hereto as Exhibit C, and incorporated herein and furnishing said Release forms to the Village Police Department.

The Parties agree that in the event any criminal background check discloses a conviction of any felony and/or a misdemeanor involving mortal turpitude, including, but not limited to, a conviction of any of the Disqualifying Criminal Offenses of Public Act 91-0598 and/or Public Act 93-0224, copies of which are attached hereto as Exhibit D and incorporated herein, then such employee, contractor, sub-contractor and/or other person shall be prohibited from performing any Cleaning Services and/or other work hereunder.

20. Termination of Agreement.

- A. Notwithstanding any provision herein to the contrary, the Village may terminate this Agreement with or without cause by providing, not less than five (5) days prior written notice of termination to Contractor.
- B. The Village may amend the Agreement at any time to remove one or more of the Project Sites from the Cleaning Services provided hereunder, by providing not less than 48 hours written notice thereof to Contract, in which case the Contract Sum shall be reduced accordingly based on the Cleaning Services Fees allocated for the Project Site or Sites, and shall be pro-rated based on the effective date of said notice.

21. Permits and Licenses. Contractor shall obtain, at its own expense, a Village of Bartlett Contractor's License. In addition, Contractor is specifically denied the right of using, in any form or medium, the name of the Village of Bartlett for public advertising unless express permission is granted by the Village.

22. Relationship of the Parties. It is understood, acknowledged and agreed by the parties that the relationship of the Contractor to the Village arising out of this Agreement shall be that of an independent contractor. Neither Contractor, nor any employee, subcontractor or agent of Contractor, is an employee or agent of the Village, and therefore is not entitled to any benefits provided to employees of the Village. Contractor has no authority to employ/retain any person as an employee or agent for or on behalf of the Village for any purpose. Neither Contractor nor any person engaging in any work or services related to this Agreement at the request or with the actual or implied consent of the Contractor may represent himself to others as an employee of the Village. Should any person indicate to the Contractor or any employee, subcontractor or agent of Contractor by written or oral communication, course of dealing or otherwise, that such person believes Contractor to be an employee or agent of the Village, Contractor shall use its best efforts to correct such belief. In ordering or accepting delivery of or paying for any goods or services, Contractor shall do so in Contractor's own business.

23. No Third Parties and/or Waiver of Statutory Immunities. Notwithstanding any provisions herein to the contrary, this Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either

expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and/or entity who is not a part to this Agreement or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of the Village, and/or its respective officials, officers, employees, volunteers and/or agents.

23. Miscellaneous.

a. This Agreement supercedes all prior agreements and understandings, both written and oral, of the parties to the subject matter hereof. This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Agreement. Any amendments to this Agreement must be in writing and executed by both parties to this Agreement. Any amendments to this Agreement must be in writing and executed by both parties, other than as provided in paragraph 20B above.

b. This Agreement may be executed in any number of counterparts, and by the Village and Contractor on different counterparts, each of which when executed shall be deemed an original and all of which together shall constitute one and the same Agreement.

c. Changes in the number, gender and grammar of terms and phrases herein when necessary to conform this Agreement to the circumstances of the parties hereto shall in all cases, be assumed as though in each case fully expressed therein.

d. This Agreement shall be construed, governed and enforced according to the laws of the State of Illinois, and the exclusive venue for the enforcement of this Agreement and/or litigation between the parties shall be the Circuit Court of DuPage County, Illinois.

e. In construing this Agreement, section headings shall be disregarded.

f. Time is of the essence of this Agreement and every provision contained herein.

g. If any clause, phrase, provision or portion of this Agreement or the application thereof, to any person or circumstance, shall be invalid or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this Agreement, nor shall it affect the application of any other clause, phrase, provision or portion hereof to other persons or circumstances.

VILLAGE OF BARTLETT

CONTRACTOR:

By: _____
Kevin Wallace, Village President

By: _____

Title: _____

Attest: _____
Lorna Giles, Village Clerk

Attest: _____

Title: _____



Agenda Item Executive Summary

Item Name Auditor Selection Committee or Board Board

BUDGET IMPACT			
Amount:	\$123,285 over 3 years	Budgeted	Yes
List what fund	Contractual Services		
EXECUTIVE SUMMARY			
<p>At the December 16th Committee of the Whole meeting, it was decided to request proposals from audit firms. Ten responses were received by the January 30th deadline including a reduced proposal from Sikich. See attached audit proposal evaluation.</p>			
ATTACHMENTS (PLEASE LIST)			
<p>Finance Memo 2015-04 dated February 6, 2015</p>			

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

Staff: Jeff Martynowicz/Finance Director Date: 2/6/15



Village of Bartlett
Finance Department Memo
2015 - 04

DATE: February 6, 2015

TO: Valerie L. Salmons, Village Administrator

FROM: Jeff Martynowicz, Finance Director

SUBJECT: Auditor Selection

In December, we requested proposals for auditing services. Sikich has been the Village auditors for the last 8 years. At the December 16th Committee of the Whole meeting, it was decided to request proposals from audit firms. Ten responses were received by the January 30th deadline including a reduced proposal from Sikich. Attached is a chart comparing the major elements of each proposal.

Based upon our review, I recommend that we award the contract to Lauterbach & Amen at a three-year price of \$123,285. The proposals were evaluated including the single audit fee and three TIF opinion letters. The contract would last for three years. Our contract for audit fees for the past three years totaled \$121,430.

In addition to the price, we were particularly interested in government auditing experience and experience with the GFOA Certificate of Achievement for Excellence in Financial Reporting. Lauterbach & Amen has the required experience to handle the needs of the Village of Bartlett. They have extensive government auditing experience. They currently submit over sixty reports to the GFOA award program annually and have experience with municipalities in other areas beyond the audit function. References were contacted and all would recommend Lauterbach & Amen to the Village. Attached is their proposal.

Mayer Hoffman McCann and Plante Moran each listed only one village in Illinois as a similar engagement. Mayer Hoffman McCann's fee was based on 250 hours of work while the average proposal was based on over 400 hours. Sikich came down from their original proposal, but their amount does not include the cost to implement GASB Statements #67 & #68. The Board has also indicated the value of changing auditors.

Motion: I move that the Village award a three-year contract to Lauterbach & Amen at a cost of \$123,285, for annual financial audit services.

AUDIT PROPOSAL EVALUATION

FIRM NAME	TOTAL 3-YEAR FEE 2015 - 2017	GOVERNMENT (MUNICIPAL) EXPERIENCE	CERTIFICATE PROGRAM EXPERIENCE
Sikich last three years (2012 - 2014)	121,430		
Mayer Hoffman McCann	107,100	Limited	Limited
Plante Moran	120,020	Limited	Limited
Sikich** (Auditors for last eight years)	120,281	Yes	Yes
Lauterbach & Amen	123,285	Yes	Yes
WIFPLI	125,700	Limited	Limited
Miller Cooper**	129,900	Yes	Yes
BDK	131,125	Yes	Yes
Crowe Horwath	133,500	Yes	Yes
Baker Tilly**	134,850	Yes	Yes
EC Ortiz	254,300	Limited	Limited

** Does not include GASB 67 & 68 effective years ending April 30, 2015 and April 30, 2016

Proposal to Provide
Professional Services to

VILLAGE OF BARTLETT



For the Years Ending April 30, 2015, 2016 and 2017

Lauterbach and Amen, LLP

Certified Public Accountants
27W457 Warrenville Road
Warrenville, Illinois 60555-3902
www.lauterbachamen.com

Proposal to Provide
Professional Services to

VILLAGE OF
BARTLETT

For the Years Ending
April 30, 2015, 2016 and 2017

Submitted by:

Lauterbach & Amen, LLP
27W457 Warrenville Road
Warrenville, IL 60555-3902
630.393.1483 Phone
630.393.2516 Fax
www.lauterbachamen.com

Contact:

Ronald J. Amen, Partner
630.393.1483 Ext. 227
ramen@lauterbachamen.com

January 30, 2015

TABLE OF CONTENTS

	<u>Page</u>
Transmittal Letter	1 - 2
Profile of the Firm	3 - 11
Audit Approach	12 - 16
Fees and Billing	17 - 19
References	20
Client Listing	21
Appendices – Peer Review Report	

Lauterbach and Amen, LLP

Certified Public Accountants
27W457 Warrenville Road
Warrenville, Illinois 60555-3902
www.lauterbachamen.com



January 30, 2015

Todd Dowden
Village of Bartlett
228 South Main Street
Bartlett, IL 60103

Lauterbach & Amen, LLP (L & A) is pleased to respond to your request to provide auditing services to the Village of Bartlett (Village).

Enclosed in this proposal are details about our practice, our people and our reputation for quality service to governments, as well as an outline of our audit approach and scope of the audit process. L & A is a firm entirely specialized in the governmental sector, allowing us to provide an unrivaled commitment to exceeding your expectations with regards to quality service, government specific expertise, and timing and approach of the audit process. Our four partners share a combined 85 years of exclusive government experience, with past experience in not-for-profit, tax and commercial clients. Their years of experience in the governmental sector will directly benefit the Village. L & A possesses the resources and drive to continually exceed your expectations.

At L & A our mission is to provide accounting, compilation, assurance, and consulting services to governments in the spirit of excellence and altruism. As a firm, we are committed to adhering to stringent moral standards in addition to the legally imposed professional standards and guidelines, priding ourselves in our flexible attitude towards accommodating our clients, and continually striving to be an elite personal client service firm. L & A will attain the highest quality employees who share our core values and capacities in order to continue to service our clients at the level at which they are accustomed. Our staff utilizes their expertise to educate clients with the anticipation that it will lead to accurate solutions to challenges that may arise in the daily course of financial activities. Our goal is to maintain personalized relationships with our current clients, while continuing to acquire new clients with the hopes of creating equally valuable bonds. At L & A we continually strive to distinguish ourselves from other accounting firms by emphasizing the following:

- Conducting annual training sessions with our clients in a small group setting covering such topics as: new GASB pronouncements, understanding the financial statements, identification of finance department efficiencies and best practices, etc.
- Providing professional audit and consulting services to over 125 local governments on an annual basis, and providing compilation and benefit services to over 200 police and firefighters' pension funds.
- Engaging in audit planning, preliminary work and continual communication with our clients to ensure an efficient and quality audit process. This also ensures that audit issues will be identified early and solutions will be implemented timely.
- Possessing exclusive expertise in the area of local government, as evidenced by our *exemplary* retention rate of the Certificate of Achievement for Excellence in Financial Reporting for clients with continual submissions to the program. L & A is also in the top ten firms nationally that submit audits to the Certificate of Achievement Program.

- Allowing our clients to dictate scheduling needs related to the audit process and adhering to those needs. We continually meet or exceed the deadlines established by our clients.
- Identifying, communicating and assisting in the implementation of identified opportunities for improved and more efficient financial or procedural operations.
- Maintaining a highly professional staff, each of which possess extensive knowledge in the area of local government, continually broadening their knowledge of local government issues through in-house training, involvement in various local government organizations and through continuing professional education programs.
- Maintaining a program of continuity for multi-year engagements, including minimal rotation of staff and in-charge auditors, allowing for the establishment of efficient working relationships with the Village.
- Continually promoting communication with management from the beginning of our engagement and throughout the year. This includes an entrance conference and planning meetings with the Village, weekly meetings with management to review the progress of the engagement, if requested, an exit conference to discuss our findings and report production issues, meetings with elected officials during the evenings to answer questions regarding the audit and any other related issues, and continual communication throughout the year. We are committed to listening to your needs and customizing the audit process to meet those needs.
- Striving to continually be a proven leader in the government accounting industry and assisting our clients on the implementation of new, complex pronouncements and issues affecting local government, including one-on-one assistance with the understanding and implementation of these new pronouncements and issues. We will provide thorough and timely answers to any of your questions or needs.
- Customizing our audit approach to focus on those areas that represent significant risk to the Village and any of the Village's uniquely complex issues.
- Forming professional resource alliances with other businesses in the areas of human resources, tax and information technology so, if required and if permitted by current audit independence standards, we would be able to provide the Village the highest level of service.

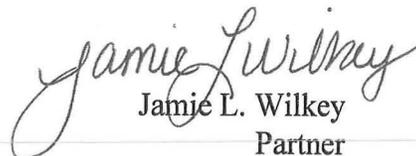
We are very excited about the opportunity to serve the Village and are committed to providing the Village with quality service and commit to perform the work within the established time period. We believe we have talented people and the appropriate experience to provide you with a quality audit at a fair and competitive price. The Partners that are signing this proposal are entitled to represent the Firm, empowered to submit the proposal and authorized to sign a contract with the Village. This proposal is a firm and irrevocable offer for 60 days. If you have any questions about this proposal or need to discuss these matters further, please contact us. We look forward to your reply.

Respectfully Submitted,

LAUTERBACH & AMEN, LLP

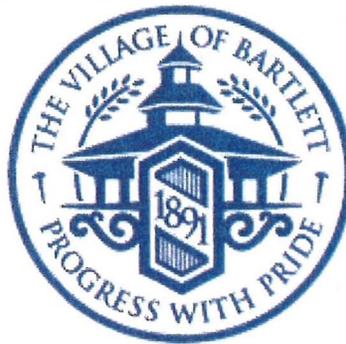


Ronald J. Amen
Partner



Jamie L. Wilkey
Partner

PROFILE OF THE FIRM



Lauterbach and Amen, LLP

Certified Public Accountants
27W457 Warrenville Road
Warrenville, Illinois 60555-3902
www.lauterbachamen.com

PROFILE OF THE FIRM

Professional Personnel

Our office is located in Warrenville, Illinois, and staffed professionally as follows:

Partners	4
Managers / Senior Accountants	12
Staff Accountants	<u>58</u>
TOTAL	<u><u>74</u></u>

Firm Structure and Philosophy

L & A was founded eighteen years ago with the goal of providing an unrivaled level of service and expertise to local governments. We are different from most accounting firms in that we are specialized in the governmental sector, and specifically in the area of governmental auditing and consulting. In addition, we provide a wide range of accounting services, some of which include: tax, monthly accounting and bookkeeping for units of governments, and a specialty in Police and Firefighter Pension accounting and consulting. As a client of L & A, you will be served by partners whose experience and depth of knowledge will become a valuable management resource.

A close working relationship with management on a year-round basis is the best way to provide our clients with the benefit of our knowledge. This approach also allows for the timely resolution of questions and problems as they arise rather than after the fact.

Through understanding the client's activities and a close working relationship with management, L & A can best respond to and help initiate programs that lead to improved operations and efficiencies.

*L & A is specialized
in the governmental
sector.*

*L & A focuses on a
close working
relationship with
management.*

PROFILE OF THE FIRM – CONTINUED

Firm Structure and Philosophy - Continued

We at L & A recognize that we are involved in a people-oriented endeavor. Our goals and objectives, therefore, are centered on this understanding. We strive:

- To create an environment that encourages a high level of communication between the client and staff.
- To provide clients with the highest attainable level of staff capability through selective recruiting and creation of a work environment that aids personal growth.
- To continually improve the quality of our services.
- To support our financial, business, professional and social communities.

We have a full-time commitment to governmental accounting and reporting. Through our experience, we are able to help clients anticipate and prepare for changes in their operating environment. The value of our services lies not only in the performance of an efficient audit, but in our detailed review of finance practices, and our extensive knowledge of key topics affecting local governments.

L & A continually reviews our audit services to ensure an efficient audit process, exemplary communication with our clients, and education of issues affecting local governments on a year-round basis. This education includes annual small group training sessions with our clients covering such topics as the implementation of new GASB pronouncements and SAS's, understanding the financial statements, identification of finance department efficiencies and best practices, etc.

We have extensive experience in the field of local governmental accounting and auditing, including serving a substantial number of municipalities, park districts, library districts, special districts, pension funds, joint ventures and other various governmental organizations. We have included a partial list of such entities references, and would encourage you to contact any or all of them for references as to our qualifications and level of service. We have also provided our current client listing as evidence of our expertise in and commitment to governmental accounting and auditing.

L & A provides annual small group training sessions to educate clients on key issues affecting local government.

PROFILE OF THE FIRM – CONTINUED

Firm Structure and Philosophy - Continued

It has been our experience that questions or problems may arise during the year for which a client may call upon us for assistance. The following is a partial list of services we can provide to governmental entities in addition to the required annual audit:

- Financial reporting - assistance in the implementation of authoritative pronouncement requirements, assistance in obtaining or securing the Certificate of Achievement from the GFOA
- Taxpayer compliance - specialized audits for selected revenue sources
- Utility or enterprise funds - analysis, forecasting, rate structure, consulting
- Federal, State and Local Grants
- Budget (providing assistance in obtaining the Distinguished Budget Award from the GFOA), appropriation and tax levy documents
- Personnel issues - evaluation and executive search
- Policies and procedures documentation and implementation
- Temporary staffing and training
- Pension Fund related issues, including benefit calculations, funding analysis, etc.
- Human resources - taxability issues, fringe benefits, policies, etc.

*L & A can provide
many other services
in addition to the
annual audit.*

We consider it essential to maintain the lines of communication throughout the year. To attain this we both formally (via meetings, letters, etc.) and informally (via telephone calls, emails, etc.) keep our clients advised of changes and recent developments related to government.

The success of our engagements results from the dedication to service from our key personnel. Following are the resumes of key personnel that would be working on your engagement:

KEY ENGAGEMENT PERSONNEL

RONALD J. AMEN, PARTNER

Mr. Amen has over 25 years of experience serving clients in the governmental sector. He has participated in numerous governmental engagements, including municipalities, park districts, school districts, State and Federal governments, Universities and other governments.

University of Nebraska
Certified Public Accountant
American Institute of Certified Public Accountants
Member of Illinois CPA Society (ICPAS)
Member of Government Finance Officers Association
(GFOA) and Illinois GFOA
Member of AICPA Government Audit Quality Center
Illinois Municipal Treasurers Association (IMTA)
Illinois Association of Park Districts/Illinois Parks &
Recreation Association (IAPD/IPRA)
GFOA Special Review Committee for the Certificate of
Achievement
Instructor for IGFOA Training Courses
Instructor for IMTA Training Courses

Mr. Amen has managed numerous governmental engagements during his experience in public accounting. Assignments ranging from audits, single audits, TIF audits, performance reviews, budgeting, strategic planning, and other projects is a brief history of his background. Due to his extensive government background, Mr. Amen is often used as a resource for providing creative solutions to issues affecting local governments. Mr. Amen functions as a working partner, in that he is available and present during each phase of the audit process.

Mr. Amen has also participated in the management of some large commercial and not-for-profit engagements. This experience includes audits, tax preparation, consulting and strategic planning for both commercial and not-for-profit clients.

Educational and Membership Background

Governmental Accounting and Auditing Experience

KEY ENGAGEMENT PERSONNEL

JAMIE L. WILKEY, PARTNER

Ms. Wilkey has 13 years of professional accounting experience exclusively in the governmental sector. She has participated in numerous governmental engagements, including municipalities, park districts, libraries, special districts and various other units of government.

Truman State University
Northern Illinois University
Member of IGFOA
GFOA Special Review Committee for the Certificate of
Achievement
Member of the Technical Accounting Review Committee
(TARC)
Illinois Municipal Treasurers Association (IMTA)
Instructor for IGFOA Training Courses
Instructor for IMTA Training Courses

Ms. Wilkey's experience in the government sector includes management of numerous units of government. Such assignments include annual audits, single audits, TIF audits, grant specific audits, and other related projects. Ms. Wilkey has been responsible for the management of numerous annual audits for government units, all of which have either received the Certificate of Achievement for Excellence in Financial Reporting award from the Government Finance Officers Association (GFOA) in the first year of their submittal to the program or maintained their Certificate standing.

Ms. Wilkey also has extensive government consulting experience, which includes the responsibility for all financial operations of the government unit, including, but not limited to, the maintaining of the general ledger, trial balance, balance sheet, and consolidated financials. Ms. Wilkey has also assisted numerous clients with payroll processing, budget preparation, supervision of accounts receivable, accounts payable and utility billing processing, tax levies and related documents, and the recommendation and implementation of various finance/accounting department procedures and policies.

Educational and Membership Background

Governmental Accounting and Auditing Experience

KEY ENGAGEMENT PERSONNEL

MATT R. BERAN, PRINCIPAL

Mr. Beran has 10 years of professional accounting experience, 5 of those years are exclusively in the governmental sector. Prior to working in governmental, Mr. Beran was a Supervisor at one of the Big 4 accounting firms. He has participated in numerous governmental engagements, including municipalities, park districts, libraries, special districts, not-for-profit, and various other units of government.

Truman State University
Certified Public Accountant
American Institute of Certified Public Accountants
Member of IGFOA
Illinois Municipal Treasurers Association
Instructor for IMTA Training Courses

Mr. Beran's experience in the government sector includes managing numerous governmental engagements. Assignments ranging from audits, single audits, TIF audits, performance reviews, budgeting, strategic planning, and other projects is a brief history of his background.

Mr. Beran has been responsible for the training of staff at Lauterbach and Amen. The training includes audit methodology and the specifics of governmental accounting, such as property taxes, debt, and full accrual versus modified accrual accounting. He researches new GASB pronouncements and gains an understanding of the change and how it will affect clients, audit staff, and the audit process. Then Mr. Beran passes along this knowledge to clients to ensure they understand what is changing.

Mr. Beran has also been responsible for various agreed-upon procedures including forensic audits. He has been able to observe various municipalities, park districts and libraries and prepare an extensive report on their current internal controls and procedures. Mr. Beran will also then give various suggestions on how to improve internal controls and procedures to improve efficiency and accuracy while still having proper segregation of duties.

Educational and Membership Background

Governmental Accounting and Auditing Experience

PROFILE OF THE FIRM – CONTINUED

Industry Involvement

Our involvement in the local government field includes active membership and participation in those professional organizations which serve the financial and management staffs of local government:

- Government Finance Officers Association (GFOA)
- Illinois Government Finance Officers Association (IGFOA)
- Illinois CPA Society Committees on Governmental Accounting
- AICPA Government Audit Quality Center
- American Institute of Certified Public Accounting
- Illinois Municipal Treasurers Association (IMTA)
- Illinois Public Pension Fund Association (IPFPA)
- Illinois Association of Park Districts/Illinois Park & Recreation Association (IAPD/IPRA)
- Special Review Committee - GFOA - Certificate of Achievement Program
- Illinois Library Association
- Township Officials of Illinois
- IGFOA Associate Board
- IGFOA Technical Accounting Review Committee (Responds to GASB Pronouncement Exposure Drafts)
- Illinois Department of Insurance - Task Force

L & A maintains a high level of involvement in professional organizations.

In addition, we have written articles for publication, instructed training courses and done public presentations for a number of the organizations listed above.

Quality Assurance and Peer Review

Our Quality Assurance Team is responsible for reviewing all financial statements before issuance, assisting in technical inquiries and reviewing workpapers and reports of all engagements to verify compliance with professional standards and Firm policies.

PROFILE OF THE FIRM – CONTINUED

Quality Assurance and Peer Review - Continued

At L & A we pride ourselves in providing a quality audit. As such, our Firm is a member of the Private Companies Practice Section (PCPS) of the Division for CPA Firms of the AICPA, submitting our accounting and auditing practice to quality control reviews of our compliance with professional standards as established by the AICPA.

See the appendices of this proposal for a copy of our successful completion of an independent peer review report of our accounting and auditing practice. This review was undertaken as a condition of membership in the American Institute of Certified Public Accountants (AICPA), the national organization of CPAs in public practice, industry, government and education.

Our reports have been reviewed by numerous federal and state oversight agencies as well as other external professional agencies and organizations. The feedback from these independent reviews of our clients' financial statements indicates that L & A's reports meet, if not exceed, industry standards and reporting requirements.

Furthermore, there has never been any action taken against our Firm with any state or federal regulatory body or professional organization to which we have submitted our reports.

Professional Development

Guidelines and requirements have been established for the Firm's professional development program and are communicated to all personnel. Each professional is required to complete a minimum of 40 hours of continuing professional education each year. The types of programs used include those of the GFOA, IGFOA, AICPA and the Illinois CPA Society, as well as self-study and training programs relevant for the purpose of improving the knowledge of professional personnel. As our resumes indicate, we encourage involvement in professional organizations.

L & A participates in peer reviews to ensure quality control.

L & A encourages involvement in professional organizations.

PROFILE OF THE FIRM – CONTINUED

License to Practice

The Firm and all key personnel are duly licensed to practice in the State of Illinois. Our State of Illinois license number is 066-003655.

Independence

We require that all personnel inform the Firm of any lack of independence with respect to all clients. Specific guidelines to be followed are those set forth in the AICPA's Code of Professional Ethics. Additionally, we are in compliance with the standards established by the General Accounting Office (GAO). More specifically, we are completely independent with respect to the Village of Bartlett.

L&A has had no federal or state desk reviews or field reviews of its audits during the past three (3) years. In addition, L&A has not had any disciplinary action taken or pending against the firm during the past three (3) years with state regulatory bodies or professional organizations.

AUDIT APPROACH



Lauterbach and Amen, LLP

Certified Public Accountants
27W457 Warrenville Road
Warrenville, Illinois 60555-3902
www.lauterbachamen.com

AUDIT APPROACH

Overview

We are prepared to meet or exceed all requirements and expectations of the Village. The partners of L & A will be involved in all phases of the audit of the Village. L & A does not use statistical sampling in any phase of the audit process. Sample sizes used for testing are in accordance with standards established by the profession and will be determined in the planning phase.

Throughout the audit process we will inform management of audit issues as they arise and maintain the highest level of professionalism in the identification and communication of these issues. Discussion of these issues will take place immediately following their discovery and will allow management ample time to rectify any issues.

GFOA Certificate of Achievement

L & A fully supports the GFOA's Certificate of Achievement for Excellence in Financial Reporting Program. We have assisted many clients in obtaining their Certificates and work with clients in subsequent years on the implementation of any recommendations provided by the Program. We will respond to GFOA comments for improvement and take care of the filing of necessary documents each year. We currently submit approximately sixty-five reports to the Program and are in the top ten firms nationally that submit to the Program.

Audit Scope and Standards

L & A will issue an opinion on the governmental activities, business-type activities, each major fund and the aggregate remaining fund information, which collectively comprise the Village's financial statements with "in-relation-to" coverage provided on the combining and individual fund financial statements and on any supplementary information. We will not provide an opinion on the Management Discussion and Analysis, but will provide customary review of this document. Introductory and Statistical sections of the Comprehensive Annual Financial Report will not be audited by us, as applicable.

The audit will be conducted in accordance with generally accepted auditing standards; and, if a single audit becomes necessary, the standards for financial audits contained in *Government Auditing Standards* (2004), issued by the Comptroller General of the United States, and the Single Audit Act of 1996; and the provisions of OMB Circular A-133, *Audits of State and Local Governments and Non-profit Organizations*.

AUDIT APPROACH - CONTINUED

Planning

To Be Performed:

April 2015

The purpose of the planning phase is to provide the foundation for the direction that the audit will take. During the planning phase of the audit we will hold an entrance conference with the Village to discuss the audit approach, develop a schedule for completing the audit, and review the areas that we will be focused on during our audit procedures and testing.

The following is an outline of the key steps performed during the planning phase of the audit:

- Discussing and agreeing upon report formats to provide information which complies with generally accepted accounting principles. The format should be agreed upon during the planning phase of the audit to ensure timely issuance of the report. Our plan is to adopt a format similar to the previous year.
- Discussing availability of accounting records and source documents and developing a detailed list of schedules to be prepared by the Village.
- Developing a schedule for completing the subsequent phases of the audit.

Preliminary Fieldwork

To Be Performed:

May 2015

Preliminary fieldwork is the next phase of the audit process and involves expanding our understanding of the Village and its finances through a review of various documents and through discussions with the Village. During this phase, we will begin the required study and evaluation of internal accounting control as a part of the financial and compliance audit.

The purpose of our study and evaluation will be to obtain sufficient knowledge and understanding of the internal accounting and administrative control systems used by the Village for reliance on the system of internal control and the degree of such reliance; or to aid us in designing substantive tests in the absence of such reliance. We will hold progress meetings with key management, as necessary, to keep you apprised of the results of our preliminary review and to discuss the key internal controls to be tested.

AUDIT APPROACH – CONTINUED

Preliminary Fieldwork - Continued

Our approach to the study and evaluation of the internal accounting and administrative controls will be accomplished through the following techniques:

- We will perform an in-depth review of internal control documentation and working papers made available by the prior audit firm and the Village.
- We will use internal control questionnaires, narratives and/or flowcharting techniques to document key flows of information. Because of our extensive commitment to government, the questionnaires utilized are designed specifically for use on governmental engagements and, therefore, will provide you with the most meaningful information. We will utilize this information and identify key internal control procedures which will be tested in order to warrant reliance on the identified controls. The objectives of such reliance will be to reduce the extent of substantive work performed, resulting in a more cost-efficient audit approach.
- We will evaluate audit risk for all key financial statement assertions and compliance determinations using the procedures outlined above. Audit risk is the risk that material financial statement misstatements or material noncompliance will not be prevented or will not be detected and corrected in a timely manner.

At the completion of the preliminary fieldwork phase, we will have sufficient knowledge of the internal control systems of the Village and we will be able to design substantive audit procedures based upon the degree of reliance we can place on those systems.

Fieldwork

To Be Performed:

Late July 2015

This phase of the audit will consist primarily of substantive testing of year-end balances. If any audit issues come to our attention during the course of our work, we will immediately inform you so that action can be taken before the completion of our fieldwork.

We will design our detail testing procedures to provide both compliance and financial audit coverage where applicable. We utilize custom designed audit programs that are specifically designed for government clients and, therefore, provide for the most efficient and effective approach.

AUDIT APPROACH – CONTINUED

Fieldwork - Continued

At a minimum, management is to provide supporting schedules for the following areas once we return for fieldwork:

Cash	Accounts Payable
Investments	Payroll
Governmental Revenues/Receivables	Debt Service
Proprietary Revenues/Receivables	Fund Balance/Net Position
Inventories	Grants
Interfunds	Risk Management
Capital Assets	

For financial audit purposes, we will assess the risk of material misstatement associated with a given objective, and perform substantive and compliance procedures. Our substantive procedures will gather evidence as to the completeness, accuracy, or validity of the information contained in the financial statements. These procedures include confirmation of year-end balances, vouching documents and analytical reviews. Through our compliance procedures, we will gather evidence related to the existence and effectiveness of specific internal controls. These procedures include examinations of documents for proper approval and review of procedures for compliance with rules, regulations and Village policies.

At the conclusion of fieldwork, workpapers will be reviewed by the engagement partner and we will prepare the Comprehensive Annual Financial Report in accordance with generally accepted accounting principles for government entities. In addition, we will prepare a management letter and other required communication letters that we will review and discuss with the Village during the draft phase of the audit.

Our firm has state of the art production hardware and software. We believe the investment to stay on the cutting edge of technology benefits our clients not only in reporting, but also in suggestions and recommendations.

AUDIT APPROACH – CONTINUED

Drafts

To Be Performed:

August 2015

The final completion and quality review of the initial draft of the Comprehensive Annual Financial Report will be completed at our office and a draft of the Comprehensive Annual Financial Report and related communication letters will be provided to the Village no later than the date agreed to during the entrance conference. The Village will then have a sufficient amount of time to review the draft for questions and/or changes. L & A will then return to the Village's location for the final draft where we will review the Village's questions and/or changes to the Comprehensive Annual Financial Report as well as the client communication letters and submit a final draft of the Comprehensive Annual Financial Report to the Village.

Audit Completion

To Be Performed:

September 2015

Upon approval of the drafts by the Village, we will deliver final, bound Comprehensive Annual Financial Reports. At the completion of our audit, we will also provide the final management letter addressing reportable conditions, if any, and other comments and observations for improvements. The management letter will be provided as a separate document.

The management letter will contain, as warranted and appropriate:

- Specific recommendations for improvement of the accounting practice and procedures and the internal accounting and administrative controls.
- Comments on the design, controls and audit trails of new and redesigned automated systems, along with suggestions to improve processing methods and procedures.
- Suggestions for operational improvements or cost efficiencies noted during the course of our work.
- Findings relative to compliance with the applicable rules and regulations.
- Comments regarding compliance with laws.
- Other comments or recommendations that we believe may be relevant.
- Upcoming GASB Pronouncements and/or SAS's that may affect the Village's financial statements in the near future.

L & A strives for continual communication with Village staff and management as well as the Board. As such, the engagement partner will be available for meetings and/or formal presentations of the Comprehensive Annual Financial Report and communication letters with representatives of the Village.

FEES AND BILLING



Lauterbach and Amen, LLP

Certified Public Accountants
27W457 Warrenville Road
Warrenville, Illinois 60555-3902
www.lauterbachamen.com

FEES AND BILLING

Attachment 1

Village of Bartlett Request for Proposal Auditing Services

DUE: 3:00 P.M., January 30, 2015

FEE STRUCTURE

	Copies Needed	2015	2016	2017	Total
Comprehensive Annual Financial Report	25	\$35,000	\$35,700	\$36,400	\$107,100
Tax Increment Financing Opinion (each)		\$330	\$335	\$340	\$1,005
Preparation of the Management Letter	12	\$0	\$0	\$0	\$0
Responses to Prior GFOA Comments	1	\$0	\$0	\$0	\$0
Comptrollers Annual Financial Report	4	\$0	\$0	\$0	\$0
Illinois Department of Insurance Report	2	\$1,500	\$1,530	\$1,560	\$4,590
Police Pension Board Report	10	\$500	\$510	\$520	\$1,530
Single Audit Report (if necessary)	15	\$2,300	\$2,350	\$2,400	\$7,050
Other		\$0	\$0	\$0	\$0
Total		\$39,630	\$40,425	\$41,220	\$121,275



Signature of Authorized Representative

Ronald J. Amen

Name of Authorized Representative

Partner

Title

January 30, 2015

Date

Firm Submitting Proposal:

Lauterbach and Amen, LLP

27W457 Warrenville Road

Warrenville, IL 60555

FEES AND BILLING - CONTINUED

	Hours	Standard Rate	Quoted Rate	Total
Partner	90	\$150	\$140	\$12,600
Manager	140	\$120	\$100	\$14,000
In - Charge	140	\$70	\$60	\$8,400
	<u>370</u>			<u>\$35,000</u>

In over eighteen years of providing auditing services, Lauterbach & Amen, LLP has never increased an audit fee from what was proposed in the RFP. This includes implementation of all GASB's.

Our firm stresses that we are available throughout the year to provide technical accounting and financial reporting assistance and support to the Village. We encourage clients to contact us with questions that may arise. In addition, we provide annual client training to introduce new pronouncements that may affect the Village and training on other topics based on client request.

FEES AND BILLING - CONTINUED

Schedules Requested

The proposed annual fees are based upon staff support at all levels from Village personnel and that the Village will provide adjusted trial balances and support (detail schedules that reconcile to the trial balances) for all balance sheet accounts. At a minimum, management is to provide supporting schedules for the areas outlined in the fieldwork phase of the audit approach section of this proposal.

Additional Services

Should it become necessary for the Village to request us to render additional services to either supplement the services requested in the RFP or to perform additional work as a result of the specific recommendations included in any report issued on this engagement or new accounting standards, then such additional work will be performed only after discussing with management the level of effort and estimated costs prior to performing any such work.

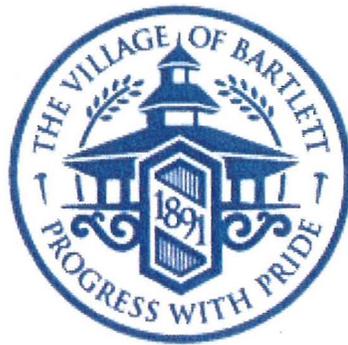
As independence standards have recently become more stringent related to the types of additional services auditors can perform, L & A would review these independence standards and the type of services requested prior to proposing on any additional services.

Conclusion

In closing, we would like to thank the Village for the opportunity to respond to your request for auditing services, and would like to emphasize that if chosen, L & A is committed to providing the resources needed to assure an unrivaled level of service and quality, the highest attention to detail, and a relationship with a firm of highly trained professionals exclusively working in the governmental sector.

*L & A will provide
an unrivaled level of
service and
expertise.*

REFERENCES



Lauterbach and Amen, LLP

Certified Public Accountants
27W457 Warrenville Road
Warrenville, Illinois 60555-3902
www.lauterbachamen.com

REFERENCES

We know that our best endorsement comes from satisfied clients. We invite you to contact the following individuals or any other governments who have been served by our firm.

Village of Northbrook *
Jeff Rowitz
1225 Cedar Lane
Northbrook, IL 60062
847.272.5050
Audit, April FYE, 400 hours

Village of Lombard *
Anne Fairbairn
255 E. Wilson Avenue
Lombard, IL 60148
630.620.5916
Audit, December FYE, 400 hours

Village of West Chicago *
Linda Martin
475 Main Street
West Chicago, IL 60185
630.293.2200
Audit, December FYE, 350 hours

Village of Libertyville *
Patricia A. Wesolowski
118 W. Cook Ave.
Libertyville, IL 60048
847.918.2102
Audit, April FYE, 350 hours

Village of Streamwood *
Mary Johnson
301 E. Irving Park Road
Streamwood, IL 60107
630.736.3800
Audit, December FYE, 300 hours

Additional references can be provided upon request.

* Asterisk indicates governments currently holding the GFOA Certificate of Achievement.

CLIENT LISTING



Lauterbach and Amen, LLP

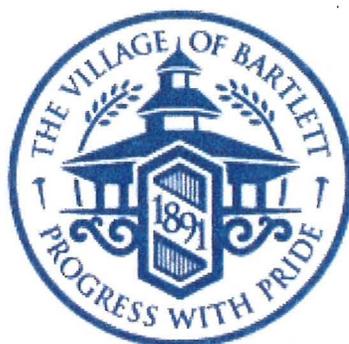
Certified Public Accountants
27W457 Warrenville Road
Warrenville, Illinois 60555-3902
www.lauterbachamen.com

CLIENT LISTING

MUNICIPALITIES	MUNICIPALITIES- Cont.	LIBRARIES- Cont.
Antioch *	University Park	Elk Grove Public Library
Arlington Heights *	Vernon Hills *	Forest Park - Public Library
Barrington *	Wauconda *	Fox River Grove - Memorial Library
Beach Park *	West Chicago *	Fox River Valley Public Library
Belvidere	Wilmette *	Glencoe Public Library
Bensenville *	Winfield *	Glenside - Public Library
Brookfield *	Winnetka *	Mount Prospect Public Library
Burlington	Yorkville *	Riverside Public Library
Cary *		Thornton Public Library
Chicago Heights *	PARK DISTRICTS	Warren-Newport - Public Library
Cortland	Bloomington Park District *	Winfield - Public Library
DeKalb *	Bolingbrook Park District *	
East Hazel Crest	Butterfield Park District	OTHER
Elburn	Crystal Lake Park District *	Broadview Westchester JWA
Elk Grove *	Downers Grove Park District *	Co-Op 90's Medical and Dental Plans
Elwood *	Elk Grove Park District *	Cuba Township
Franklin Park *	Elmhurst Park District *	Deerfield-Bannockburn FPD
Freeport	Geneseo Park District *	DU-COMM
Gilberts *	Geneva Park District *	DuPage Mayors & Managers
Glencoe *	Glen Ellyn Park District *	East Dundee Countryside FPD
Glenview *	Glencoe Park District	Grayslake Fire Prot. District
Golf	Glenview Park District *	Homer Township Fire Prot. District
Gurnee *	Gurnee Park District *	IMET
Hampshire	Highland Park Park District *	Intergov. Personnel Benefit Coop
Harvey	Joliet Park District	IPPFA
Homewood *	Kenilworth Park District	Kane County Forest Preserve District
Justice	LaGrange Park District *	MABAS - IL
Kenilworth	LaGrange Park Park District	MABAS - Northbrook
Kildeer *	Lake Bluff Park District	Metro Risk Mgmt Agency
Lake Barrington	Lemont Park District *	NEDSRA
Libertyville *	Manhattan Park District	NIPSTA
Lincolnwood *	Memorial Park District	NORDCAT
Lombard *	Mundelein Park District *	North Aurora Countryside FPD
Manhattan *	Naperville Park District *	North Maine FPD
Maple Park	Norridge Park District	North Suburban Employee Benefit
North Riverside *	Northbrook Park District *	Northlake FPD
Northbrook *	Northfield Park District	Norwood Park FPD
Northfield *	Park Ridge Park District *	NSSRA
Pingree Grove *	Round Lake Area Park District	Regional Emergency Dispatch
Plano	Schaumburg Park District	Rutland Dundee Fire Prot. District
Poplar Grove	St. Charles Park District *	SEASPARS
Riverdale	Sycamore Park District	SEECOMM
Riverside *	Vernon Hills Park District *	SOUTHCOM
Rockford *	Veteran's Park District	Southwest Central Dispatch
Rolling Meadows *	Warrenville Park District *	SWANCC
Rosemont	Wilmette Park District *	Tri County SRA
Sleepy Hollow	Winnetka Park District *	Warrenville FPD
South Barrington		Wauconda Fire Prot. District
South Chicago Heights	LIBRARIES	West Chicago Fire Prot. District
South Elgin *	Addison - Public Library	West Suburban SRA
Stone Park	Algonquin - Public Library	Zion Township
Streamwood *	Batavia - Public Library	
Sugar Grove *	Brookfield Public Library	
Thornton *	Des Plaines - Public Library	
L&A services 104 Firefighters' Pension Funds		
L&A services 106 Police Pension Funds		

* Asterisk indicates government currently holding the GFOA Certificate of Achievement.

APPENDICES



Lauterbach and Amen, LLP

Certified Public Accountants
27W457 Warrenville Road
Warrenville, Illinois 60555-3902
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Steven C. Barney
Steven R. Volz
Daniel R. Brophay
Thomas G. Wieland
Michael W. Van Wagenen



David A. Grotkin
Joel A. Joyce
Brian J. Mechenich
Carrie A. Gindt
Patrick G. Hoffert

System Review Report

April 20, 2012

To the Partners of
Lauterbach & Amen, LLP
And the Peer Review Committee of the Illinois CPA Society

We have reviewed the system of quality control for the accounting and auditing practice of Lauterbach & Amen, LLP (the firm) in effect for the year ended March 31, 2012. Our Peer Review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. The firm is responsible for designing a system of quality control and complying with it to provide the firm reasonable assurance of conforming with professional standards in all material respects. Our responsibility is to express an opinion on the design of the system, and the firm's compliance with its system of quality control based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/orsummary.

As required by the standards, engagements selected for review included engagements performed under Government Auditing Standards.

In our opinion, the system of quality control for the accounting and auditing practice of Lauterbach & Amen, LLP in effect for the year ended March 31, 2012, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of pass, pass with deficiency (ies) or fail. Lauterbach & Amen, LLP has received a peer review rating of pass.

Reilly, Penner & Benton LLP



Reilly, Penner & Benton LLP

1233 N. Mayfair Road Suite #302 • Milwaukee, WI 53226-3255 • 414-271-7800

www.rpb.biz



Agenda Item Executive Summary

Item Name Computer Replacement Program Purchase Committee or Board Board

BUDGET IMPACT			
Amount:	\$30,632	Budgeted	\$34,000
List what fund	Central Services Equipment Replacement Fund		
EXECUTIVE SUMMARY			
<p>The Village has a regular replacement program for computers to ensure that the computers do not become an impediment for staff to complete their work. We are requesting approval to purchase 34 desktop computers from Dell using the State of Illinois/Midwest Higher Education Compact contract.</p>			
ATTACHMENTS (PLEASE LIST)			
Finance Department Memo 15-03			

ACTION REQUESTED

For Discussion Only _____

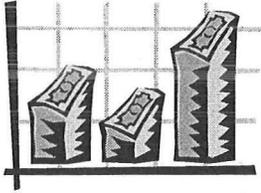
Resolution _____

Ordinance _____

Motion:

I move to approve the purchase of 34 computers from Dell through the Midwest Higher Education Compact Bid obtained by the State of Illinois in an amount not to exceed \$30,362.00

Staff: Chris Hostetler Date: February 10, 2015



Village of Bartlett Finance Department Memo 15-03

DATE: February 3, 2015
TO: Valerie L. Salmons, Village Administrator
FROM: Chris Hostetler, IT Coordinator
SUBJECT: Computer Replacement Program Purchase

In December 1999 the Village Board adopted the village-wide Information Technology Plan. In the Plan, the Village approved the concept of implementing a replacement program for its computer inventory. The 2013-2014 fiscal year budget contains \$34,000 for the purchase of desktop computers to replace some of the Village's oldest, least powerful, computers. All of the computers being replaced are at least 4 years old. The Village had been on a 3-year replacement cycle until 2012 when the annual purchase was deferred. Since then, the Village has been on a 4-year replacement cycle.

Computer manufacturers are, for the most part, unwilling to respond to bids or even RFP's unless you are a state government or very large city. Rather, most allow you to purchase under an existing government pricing program. All of the manufacturers have set up sections of their company to deal just with state and local governments and offer pricing accordingly. The Village of Bartlett is fortunate enough to be able to take advantage of joint purchasing through the State of Illinois and the Midwest Higher Education Compact (MHEC). The State of Illinois Joint Purchasing Act permits local governments to participate in these joint purchasing opportunities without repeating the bidding process.

The Village has standardized on business desktop computers from Dell Since 2001. Dell has consistently offered an excellent product and their support is superior to other manufacturers. Support and quick replacement of parts is very important for minimizing the impact of hardware failures on employees.

Dell desktop computers are available through joint purchase with Midwest Higher Education Compact. The Midwest Higher Education Compact is a compact of twelve states, including Illinois, whose mission includes cost savings for members through joint purchasing.

Staff recommends the purchase of 34 desktop computers from Dell for a total amount not to exceed \$30,362.

MOTION:

To approve the purchase of 34 computers from Dell through the Midwest Higher Education Compact Bid obtained by the State of Illinois in an amount not to exceed \$30,362.00



Agenda Item Executive Summary

Item Name IDNR Bike Path Project Committee or Board _____

BUDGET IMPACT

Amount: \$69,900.00 Budgeted \$108,000.00

List what fund Developer Deposits

EXECUTIVE SUMMARY

On January 8, 2015, a *Notice to Bidders* was published in The Examiner and on the Village website, soliciting bids for the 2015 IDNR Bike Path Project. The project consists of earth excavation, stone path preparation, with an alternate for an asphalt path. Eleven (11) bid packets were distributed to prospective bidders. Eight (8) packets were returned and one bidder was disqualified due to missing information. Bids were due no later than January 22, 2015 at 10:00 AM. A total of \$61,800.00 is available for this project as the result of IDNR and DCEO grants, leaving a remainder of \$8,100 for the Village.

ATTACHMENTS (PLEASE LIST)

Memo, Motion, Bid Tab, Resolution, Recommendation, Agreements

ACTION REQUESTED

For Discussion Only _____

Resolution X

Ordinance _____

Motion: **I move the Village Board award the bid for the 2015 IDNR Bike Path Project to Chicagoland Paving of Lake Zurich, IL in the amount of \$69,900.00.**

Staff: Dan Dinges Date: February 17, 2015
Director of Public Works

MEMO

Date: February 17, 2015

To: Valerie L. Salmons, Village Administrator

From: Dan Dinges, Public Works Director

Re: *IDNR Bike Path Project*

On January 8, 2015, a *Notice to Bidders* was published in The Examiner and on the Village website, soliciting bids for the 2015 IDNR Bike Path Project. The project consists of earth excavation, stone path preparation, with an alternate for an asphalt path. Eleven (11) bid packets were distributed to prospective bidders. Eight (8) packets were returned and one bidder was disqualified due to missing information. Bids were due no later than January 22, 2015 at 10:00 AM. A total of \$61,800.00 (see below) is available for this project as the result of IDNR and DCEO grants, leaving a remainder of \$8,100 for the Village.

<u>AGENCY</u>	<u>GRANT</u>	<u>PROJECT BID</u>	<u>REMAINDER</u>
IDNR	\$36,800		
DCEO	<u>\$25,000</u>	\$69,900	\$8,100
	\$61,800		

Chicagoland Paving of Lake Zurich, IL submitted the low bid of \$69,900 for this project. Chicagoland Paving has worked for the Village previously and we have been satisfied with their work. I have attached the bid tally sheet for the project. The Engineer's Estimate for the project is \$108,000, and included all asphalt work.

Based upon the bids submitted, I recommend the bid be awarded to **Chicagoland Paving**.

Please place this on the next available Board Agenda.

Motion

I move the Village Board award the bid for the 2015 IDNR Bike Path Project to **Chicagoland Paving** of Lake Zurich, Illinois in the amount of \$69,900.00.

VILLAGE OF BARTLETT

Village of Bartlett/IDNR Bicycle Path Improvements

Bid Tabulations 1/23/15

DESCRIPTION	UNIT	QUANTITY	Chicagoland Paving		Evans & Sons		A Lamp Concrete		Maneval Construction		Team Reil, Inc.		Accu Paving		Schroeder Asphalt	
			UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
1 MOBILIZATION/DEMobilIZATION - CONTRACT ADMINISTRATION	L.SUM	1	\$5,865.00	\$5,865.00	\$1,228.00	\$1,228.00	\$15,000.00	\$15,000.00	\$4,000.00	\$4,000.00	\$11,208.57	\$11,208.57	\$4,000.00	\$4,000.00	\$1,770.00	\$1,770.00
2 CLEARING AND GRUBBING	L.SUM	1	\$1,000.00	\$1,000.00	\$776.00	\$776.00	\$6,500.00	\$6,500.00	\$600.00	\$600.00	\$4,885.68	\$4,885.68	\$5,500.00	\$5,500.00	\$6,325.00	\$6,325.00
3 STABILIZED CONSTRUCTION ENTRANCE	EACH	1	\$1,000.00	\$1,000.00	\$262.00	\$262.00	\$3,500.00	\$3,500.00	\$600.00	\$600.00	\$5,811.52	\$5,811.52	\$12,200.00	\$12,200.00	\$1,535.00	\$1,535.00
4 TOPSOIL EXCAVATION AND PLACEMENT	C.Y.	190	\$25.00	\$4,750.00	\$23.54	\$4,472.60	\$35.00	\$6,650.00	\$43.20	\$8,208.00	\$61.91	\$11,762.90	\$69.50	\$13,205.00	\$59.00	\$11,210.00
5 EARTH EXCAVATION AND PLACEMENT	C.Y.	450	\$29.00	\$13,050.00	\$15.07	\$6,781.50	\$35.00	\$15,750.00	\$42.00	\$18,900.00	\$22.27	\$10,021.50	\$70.00	\$31,500.00	\$66.00	\$29,700.00
6 GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	S.Y.	1,745	\$1.00	\$1,745.00	\$1.60	\$2,792.00	\$2.00	\$3,490.00	\$1.74	\$3,036.30	\$1.93	\$3,367.85	\$1.65	\$2,879.25	\$1.55	\$2,704.75
7 AGGREGATE BASE COURSE, TYPE B CA-6, 8" (aggregate trail)	S.Y.	1,745	\$11.00	\$19,195.00	\$10.82	\$18,880.90	\$10.50	\$18,322.50	\$15.20	\$26,524.00	\$13.25	\$23,121.25	\$15.00	\$26,175.00	\$10.30	\$17,973.50
8 CRUSHED GRAVEL SCREENING, PREMIUM TRAIL MIX, 2"	S.Y.	1,745	\$4.00	\$6,980.00	\$6.13	\$10,696.85	\$5.00	\$8,725.00	\$11.54	\$20,137.30	\$9.36	\$16,333.20	\$3.00	\$5,235.00	\$12.50	\$21,812.50
9 SHAPING AND GRADING TRAIL	S.Y.	1745	\$1.00	\$1,745.00	\$0.88	\$1,535.60	\$2.00	\$3,490.00	\$1.38	\$2,408.10	\$5.94	\$10,365.30	\$2.40	\$4,188.00	\$2.70	\$4,711.50
10 REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	C.Y.	50	\$30.00	\$1,500.00	\$41.25	\$2,062.50	\$10.00	\$500.00	\$21.60	\$1,080.00	\$87.79	\$4,389.50	\$66.00	\$3,300.00	\$45.00	\$2,250.00
11 SUB-BASE GRANULAR MATERIAL, TYPE C	C.Y.	50	\$29.00	\$1,450.00	\$46.40	\$2,320.00	\$10.00	\$500.00	\$26.40	\$1,320.00	\$94.32	\$4,716.00	\$47.00	\$2,350.00	\$54.00	\$2,700.00
12 SEEDING, IDOT CLASS 1B, LOW MAINTENANCE LAWN MIX	AC	0.32	\$6,000.00	\$1,920.00	\$19,558.00	\$6,258.56	\$15,000.00	\$4,800.00	\$7,740.00	\$2,476.80	\$6,504.06	\$2,081.30	\$6,360.00	\$2,035.20	\$8,850.00	\$2,832.00
13 TRAFFIC GUARD DOUBLE POST - COLLAPSIBLE & LOCKING	EACH	2	\$2,000.00	\$4,000.00	\$1,518.00	\$3,036.00	\$2,000.00	\$4,000.00	\$2,094.00	\$4,188.00	\$2,707.18	\$5,414.36	\$1,000.00	\$2,000.00	\$5,500.00	\$11,000.00
14 EROSION CONTROL BLANKET	S.Y.	1500	\$1.55	\$2,325.00	\$1.98	\$2,970.00	\$2.00	\$3,000.00	\$2.70	\$4,050.00	\$1.34	\$2,010.00	\$3.30	\$4,950.00	\$1.65	\$2,475.00
15 SILT FENCE INST. AND REMOVAL	L.F.	1500	\$2.25	\$3,375.00	\$4.27	\$6,405.00	\$3.00	\$4,500.00	\$2.70	\$4,050.00	\$3.05	\$4,575.00	\$3.30	\$4,950.00	\$4.45	\$6,675.00
			TOTAL	\$69,900.00	TOTAL	\$70,477.51	TOTAL	\$98,727.50	TOTAL	\$101,578.50	TOTAL	\$120,063.93	TOTAL	\$124,467.45	TOTAL	\$125,674.25
Alternative Bid No. 1																
DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
16 HOT MIX ASPHALT SURFACE COURSE, MIX D, N50, 2"	TON	95	\$125.00	\$11,875.00	\$58.13	\$7,266.00	\$102.60	\$12,825.00	\$95.00	\$11,875.00	\$146.18	\$18,272.30	\$83.22	\$10,402.50	\$101.84	\$12,730.00
Total Including Alternate No. 1				\$81,775.00		\$77,743.51		\$111,552.50		\$113,453.50		\$138,336.23		\$134,869.95		\$138,404.25

RESOLUTION 2015 - _____

**A RESOLUTION APPROVING THE BARTLETT/IDNR BICYCLE
PATHS PROJECT AGREEMENT BETWEEN THE VILLAGE OF
BARTLETT AND CHICAGOLAND PAVING CONTRACTORS, INC.**

BE IT RESOLVED by the President and Board of Trustees of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, as follows:

SECTION ONE: The Bartlett/IDNR Bicycle Paths Project Agreement between the Village of Bartlett and Chicagoland Paving Contractors, Inc. dated February 17, 2015 (the "Agreement"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

SECTION TWO: That the Village President and the Village Clerk are hereby authorized and directed to sign and attest, respectively, the Agreement on behalf of the Village of Bartlett.

SECTION THREE: SEVERABILITY. The various provisions of this Resolution are to be considered as severable, and of any part or portion of this Resolution shall be held invalid by any Court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Resolution.

SECTION FOUR: REPEAL OF PRIOR RESOLUTIONS. All prior Ordinances and Resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

SECTION FIVE: EFFECTIVE DATE. This Resolution shall be in full force and effect upon passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: February 17, 2015

APPROVED: February 17, 2015

Kevin Wallace, Village President

ATTEST:

Lorna Giless, Village Clerk

CERTIFICATION

I, Lorna Giless, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2015 - _____ enacted on February 17, 2015 and approved on February 17, 2015 as the same appears from the official records of the Village of Bartlett.

Lorna Giless, Village Clerk



January 23, 2015

Mr. Robert Allen, P.E.
Bartlett Village Engineer
Village of Bartlett
1150 Bittersweet Lane
Bartlett, Illinois 60103

RE: Village of Bartlett/IDNR Bike Path Links
Low Bidder Recommendation

Dear Mr. Allen:

Construction bids were received and read aloud at the opening on January 22, 2015 for the project noted above. A total of eight (8) bids were received and the base bid ranged in price from \$69,900.00 to \$125,674.25. All bids but one contained the addendum, required references and bid bonds. However, one bid did not contain a completed bid form pricing sheet and should be disqualified.

We have reviewed the bids and Chicagoland Paving submitted the low base bid. However, if you include the alternate in the price then Evans & Sons submitted the lowest total price. We are therefore recommending the Village decide if the alternate is included in the project. If the alternate is not included then Chicagoland Paving has the lowest bid and if the alternate is included then Evans & Sons has the lowest bid.

If the low base bid is selected then we recommend contracting with:

Chicagoland Paving
225 Telser Road
Lake Zurich, IL 60047
847-550-9681

We have attached a copy of the bid tabulations for your reference and have emailed a digital copy to your attention.

If you have any questions, please do not hesitate to contact us at 630-701-2245.

Sincerely,

A handwritten signature in blue ink, consisting of several overlapping loops and a horizontal line extending to the left.

Chris Lindley
Vice President

cc: file

BARTLETT/IDNR BICYCLE PATHS PROJECT AGREEMENT

This Bartlett/IDNR Bicycle Paths Project Agreement (the "Agreement") is entered as of February 17, 2015, between the Village of Bartlett, an Illinois home rule municipality (the "Village" or "Owner") and Chicagoland Paving Contractors, Inc. (the "Contractor") (collectively, the "Parties").

IN CONSIDERATION of the covenants and conditions herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties hereby agree as follows:

1. Project Work.

1.1 For the excavation and installation of two small aggregate stone bicycle paths as follows: (i) a 10 foot wide by 845 foot long path connecting the Lakewood Mill asphalt path to the James "Pate" Phillip State Park path ("Path 1"); and (ii) a 10 foot wide by 676 foot long path connecting the Glen Koehler Fields path to the James "Pate" Phillip State Park path ("Path 2") in strict compliance with the Contract Documents hereinafter defined (the "Project Work").

1.2 Contract Documents mean and include: (i) this Agreement; (ii) the State of Illinois IDNR Project Agreement – Illinois Bicycle Path Grant Program Agreement, Project BP 14-415 between the IDNR and the Village, a copy of which is attached hereto and is incorporated herein; (iii) the Notice to Bidders; (iv) the General Conditions and Instructions to Bidders and General Requirements attached hereto and incorporated herein; (v) the Site Improvement Plans for the Village of Bartlett/IDNR Bicycle Paths, Bartlett, Illinois, Project No: 140215 prepared by Willis Burke Kelsey Associates, Ltd. dated 10/28/2014, last revised 12/18/2014 consisting of 6 sheets (the "Plans"), attached hereto and incorporated herein; (vi) the Specifications for Bike Path Construction; (vii) the Contractor's Contract Proposal, including, without limitation, the Summary of Quantities and unit costs, and all Affidavits, Certifications and information sheets completed and executed; (viii) Addenda No. 1; and (ix) the Performance and Payment Bonds as defined herein (collectively, the "Contract Documents"). The Contract Documents are expressly incorporated into and made a part of this Agreement as though fully set forth herein. In the event of any conflict between the terms and conditions of any of the Contract Documents, the most stringent requirements shall control.

2. Completion Date. Contractor shall complete the Project Work in strict compliance with the requirements herein on or before April 15, 2015.

3. Payment Procedures. The payment procedures are as follows:

3.1 All payments under the Agreement shall be based on the unit prices set forth in Contractor's Schedule of Prices (the "Unit Pricing"); attached hereto and incorporated

and based on actual quantities supplied and installed/constructed by the Contractor in accordance with the terms and conditions herein, as determined and certified by the Village or its Engineer. (Note: Based on the estimated quantities and the Unit pricing bid by the Contractor, the total cost of the Project Work is estimated to be \$69,900. Also, Alternate No. 1 which requested unit pricing for Hot Mix Asphalt Surface Course was not selected.)

3.2 Neither Owner nor Engineer guaranty the accuracy of the estimated units for completion of the Project Work. In no event shall Contractor be entitled to any additional compensation for lost profits and/or revenues due to estimated units exceeding actual units.

3.3 In addition to the payment request documentation set forth under the Contract, Contractor shall provide the following documentation to the Village and the Engineer:

a. Contractor shall provide monthly invoices to the Village throughout the Project Work. It shall be a condition precedent to the Village obligation to make a monthly progress payment that the Contractor shall have submitted to the Engineer, on or before the first day of the month in which the Contractor is applying for a payment, the following documentation, which shall hereinafter collectively be referred to as the "Contractor's Progress Payment Documents":

- (i) An itemized Application of Payment for operations completed in accordance with the schedule of values, supported by such data to substantiate the Contractor's right to payment as the Village and the Engineer may require, such as copies of requisitions from material suppliers, and reflecting a 5% retainage until after final acceptance has been made by the Village. Payment shall be further reduced by such additional amounts that the Village determines for non-conforming work and unsettled claims.
- (ii) A general Contractor's Sworn Statement in form customarily used by Chicago Title and Trust Company. ("Contractor's Sworn Statement").
- (iii) Current Partial Waivers of Lien from the Contractor and from all subcontractors of every tier and all of the material suppliers that supplied labor and/or material in connection with the Project covering such period.
- (iv) All of the Contractor's Progress Payment Documents shall be signed, sworn to and notarized.
- (v) Certified Payrolls (defined below).
- (vi) Such additional documentation and/or information requested by the Village and /or Engineer relative to said payment.

b. It shall be a condition precedent to any payment required by the Village hereunder, that the Village and the Engineer has determined that the Project Work being invoiced is free from any defects and has been completed in strict compliance

with the terms and conditions herein. The Village shall deduct from the final payment hereunder, amounts as determined for incomplete work, including but not limited to punch list work, and any required Restoration Work, and for any unsettled claims. Payments shall be further contingent upon the consent of the surety issuing the performance and payment bonds and/or other bond hereunder to said payment. Any amounts required to be withheld from said payment by the surety shall be withheld without any liability to the Village.

c. Following completion of the Project Work, Contractor shall furnish the Village the following documents: (1) final lien waivers from (i) Contractor; (ii) all subcontractors of every tier that furnished labor and/or materials for the Project Work; and (iii) all suppliers that furnished materials in connection with the Project Work; all of which shall be signed and notarized; (2) Certified Payrolls; (3) such additional documentation and/or information requested by the Village and/or the IDNR relative to said payment; (4) the surety's approval to final payout; and (5) the IDNR's approval to final payout.

d. In the event the Contractor, and or Village and/or Engineer is in receipt of any claim(s) for lien and/or other notice of any claim in connection with the Project, the amount claimed shall be held out from payment for a period of at least 120 days to determine whether said claimant files a lawsuit to foreclose or otherwise adjudicate its lien claim. In the event a lawsuit is in fact filed within the statutory period, the Village, in its sole discretion, may elect to (a) file an interpleader action and/or intervene in the lawsuit and deposit the amount in question with the Clerk of the Court or (b) continue to hold said disputed sum until the lawsuit has been fully adjudicated or settled, or (c) elect to pay said disputed sum to the Contractor after having first received such additional indemnification agreement(s) and surety bond(s) as are acceptable to the Village. In the event the lien claimant fails to file a lawsuit within the applicable statutory period, the Contractor shall either furnish a release or final waiver from said lien claimant or furnish the Village with an indemnification agreement and an additional mechanic's lien bond in form approved by the Village issued by a surety company acceptable to the Village.

e. It shall also be a condition precedent to any payment hereunder that contractor must complete and submit certified payrolls to the Village covering all payouts no less than once a month in strict compliance with the Prevailing Wage Act (820 ILCS 130/01, et seq.) (the "Certified Payrolls"). The Village will not process or release any payments prior to receiving the Certified Payrolls relative to each applicable pay application.

f. Notwithstanding the foregoing, in no event shall the Village's acceptance of the Project Work, Contractor's Payment Request Documentation, Engineer's Certification, and/or the Village's payments to Contractor be deemed a waiver, express or implied, of any warranties and/or guaranties required herein.

4. **Non-Discrimination.** Contractor shall not discriminate against any worker, employee or applicant for employment because of religion, race, sex, sexual orientation,

color, national origin, marital status, or ancestry, age, physical or mental disability unrelated to ability, or an unfavorable discharge from the military service, nor otherwise commit an unfair employment practice.

5. Compliance With Law. All goods, equipment, materials, and all labor furnished by or on behalf of Contractor and/or Contractor's agents (defined below) shall comply with all applicable federal, state and local laws, rules, regulations, ordinances, statutes, and codes relative thereto including, but not limited to, the Illinois Department of Transportation (IDOT), Federal Occupational Safety and Health Act (OSHA), the Americans with Disabilities Act of 1990 as amended, the Illinois Accessibility Code, as amended (whichever is more stringent), the Illinois Department of Labor (IDOL), US Department of Labor (USDOL), the Human Rights Commission, the Illinois Department of Human Rights, EEOC, Environmental laws (defined below), the Illinois Bicycle Grant program rules promulgated pursuant to Act 17, Ill.ADM. Code 3040, and all Village of Bartlett Building Code (collectively, the "Laws"). To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Village of Bartlett, the Bartlett Park District, the State of Illinois, and the Illinois Department of Natural Resources (the "IDNR"), and Willis Burke Kelsey & Associates, Ltd., and each of their respective officials, officers, agents, consultants from loss or damage, including but not limited to, attorney's fees, and other costs of defense by reason of actual or alleged violations of any of the Laws. In the event of any conflict and/or inconsistencies between any of the Laws, the most stringent Laws shall be controlling and applicable to the Project Work. This obligation shall survive the expiration and/or termination of this Agreement.

6. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Village of Bartlett, the Bartlett Park District, the State of Illinois, the IDNR, Willis Burke Kelsey Associates, Ltd., and each of their respective officials, officers, employees, agents, consultants, successors and assigns (collectively, the "Indemnified Parties"), against all injuries, deaths, damage to property, loss, damages, claims, suits, liens, lien rights, liabilities, judgments, costs and expenses which may in any way arise directly or indirectly from the Project Work, Repair Work and/or Warranty Work provided hereunder, and/or any acts and/or omissions of or on behalf of the Contractor, its employees, contractors, subcontractors of any tier, suppliers, and/or agents and/or any person and/or entity acting on behalf of any of them and/or anyone directly or indirectly employed by any of them and/or anyone for whose acts and/or omissions any of them may be liable (collectively, "Contractors Agents"); except to the extent caused by the negligence of a party indemnified hereunder. In which case, Contractor shall at its own expense, appear, defend and pay all charges of attorneys and costs and other expenses arising there from or incurred in connection therewith, and if any judgment shall be rendered against the Indemnified Parties or any of them, in any such action, Contractor agrees that any bond or insurance protection required herein, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Indemnified Parties as herein provided. This obligation shall survive the expiration and/or termination of the Agreement. Contractor shall similarly protect, indemnify and hold and save harmless the Indemnified Parties against and from any and all claims, costs, causes, actions and expenses including but not limited to attorney's fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provision

of the Agreement. This obligation shall survive the expiration and /or termination of the Agreement.

7. **Binding Obligation and Non-Assignability.** Contractor shall not assign the whole or any part of this Agreement without the written consent of the Village. All subcontractors shall be approved by the Village. Any such assignment by Contractor without the Village's written approval shall be null and void.

8. **Taxes.** The Village is a Tax Exempt Organization and is not subject to sales, consumer, use, and other similar taxes required by law. This exemption does not, however, apply to tools, machinery, equipment or other property leased by the Contractor, or to suppliers and materials which, even though they are consumed are not incorporated into the completed Project Work. The Contractor shall be responsible for and pay any and all applicable taxes, including sales and use taxes, on such leased tools, machinery, equipment or other property and upon such unincorporated supplies and materials. All such taxes are included in the unit pricing set forth in the Contractor's proposal.

9. **Investigations by Contractor.** Contractor has made such investigations as it deems necessary to perform the Project Work, including but not limited to, inspection of all Project Sites and represents and warrants that the Specifications, Plans, Drawings and other Contract Documents as defined in the General Conditions are adequate and the required result can be produced there under. No plea of ignorance of conditions that exist or of conditions or difficulties that may be encountered in the execution of the Project Work under this Agreement as a result of failure to make the necessary investigations will be accepted as an excuse for any failure or omission on the part of Contractor to fulfill in every detail all of the requirements of this Agreement, or will be accepted as a basis for any claims whatsoever, for extra compensation.

10. **Insurance.** Contractor shall procure and maintain for the duration of the Project Work, Repair Work and Warranty Work, insurance of the types and in amounts of not less than the coverages listed below. The cost of such insurance is included in the unit pricing set forth in the Contractor's Bid Proposal.

10.1 Commercial General and Umbrella Liability Insurance.

Contractor shall maintain commercial general liability (CGL) insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000.00 aggregate.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from: liability arising out of the Project Work, including activities performed by or on behalf of Contractor; premises owned, leased, or used by Contractor; operations; administration of the work; independent contractors; subcontractors; vendors and suppliers; products-completed operations; personal injury and advertising injury; and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Any endorsement or policy provision which limits contractual liabilities shall be deleted in its entirety.

The Village of Bartlett, the Bartlett Park District, the State of Illinois, the IDNR, and Willis Burke Kelsey Associates, Ltd., and each of their respective officers, officials, employees, consultants, agents, successors and assigns (collectively, the "Additional Insured"), shall be included as an insured under the Contractors CGL using ISO additional insured endorsement CG 20 10 or substitute providing equivalent coverage, and using additional insured under Contractors commercial umbrella liability and business auto liability coverage's, and also using additional insured endorsement CG 20 37 or substitute providing equivalent coverage with respect to the below required continuing completed operations liability coverage.

These insurance coverages shall apply as primary insurance with respect to any other insurance or self-insurance afforded to the Additional Insured, or any of them, and shall not require exhaustion of any other coverage or tender of any claim or action to any other insurer providing coverage to any of the Additional Insured. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insured, or any of them.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse or underground property damage.

10.2 Continuing Completed Operations Liability Insurance.

Contractor shall maintain commercial general liability (CGL) coverage with a limit of not less than \$1,000,000 each occurrence for at least three years following substantial completion of the Project Work.

Continuing CGL insurance shall be written on ISO occurrence form CG 00 01 10 93, or substitute form providing equivalent coverage, and shall, at minimum, cover liability arising from products-completed operations and liability assumed under an insured contract.

Continuing CGL insurance shall have a products-completed operations aggregate of at least two times its each occurrence limit.

10.3 Business Auto Liability Insurance.

Contractor shall maintain business auto liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of "Any Auto" including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

10.4 Workers Compensation and Employees Liability Insurance.

Contractor shall maintain workers compensation as required by statute and employers liability insurance. The employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

If the Village of Bartlett has not been included as an insured under the Commercial General Liability, Excess Umbrella Liability Insurance and/or Business Auto Liability coverages required in the Contract, the Contractor waives all rights against the Village, and its officers, officials, employees, consultants, and agents for recovery of damages arising out of or incident to the Project Work.

10.5 General Insurance Provisions.

a. Evidence of Insurance

i. Prior to beginning work, Contractor shall furnish the Village with a certificate(s) of insurance and applicable policy endorsement(s), including but not limited to all additional insured endorsements required herein, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

ii. All certificates shall provide for thirty (30) days' written notice to the Village prior to the cancellation or material change of any insurance referred to therein. Written notice to the Village shall be by certified mail, return receipt requested.

iii. Failure of the Village to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Village to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

iv. The Village shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor of any tier from entering the Project Site(s) until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the Village.

v. Failure to maintain the required insurance may result in termination of this Contract at the option of the Village.

vi. With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to the Village whenever requested.

vii. Contractor shall provide certified copies of all insurance policies required above within 10 days of the Village's written request for said copies.

b. Acceptability of Insurers

Insurance shall be provided by insurance companies licensed to do business in the State of Illinois with a policy holder rating of not less than A and a financial rating of not less than VII in the latest edition of Best Insurance Guide.

c. Cross-Liability Coverage

If Contractor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

d. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the Village. At the option of the Village, the Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the Village, and each of its respective officers, officials, employees, consultants, and agents are required to procure a bond guaranteeing payment of losses and other related costs, including, but not limited to, investigations, claim administration and defense expenses.

e. The Village Shall Not Waive Any Rights of Subrogation

The Village shall not, in any manner, be deemed or intended to have waived any right of subrogation which either the Village and/or its, insurance carrier and/or risk pool provider, risk management agency, and/or insurance company providing excess coverage may have against the Contractor, for any property injury, death, or other damage caused by Contractor, and/or any of its subcontractors of any tier, and/or otherwise arising out of the Project Work.

f. Failure to Comply with Insurance Reporting Provisions

All insurance required of the Contractor shall provide that any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Additional Insured, or any of them.

g. All Insurance Obtained Shall Apply Separately to Each Insured

All insurance required of the Contractor shall provide that the insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

h. Insurance Requirements Cannot be Waived

Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of this Contract by any action or omission, including, but not limited to:

- i. allowing any work to commence by the Contractor before receipt of Certificates of Insurance;
- ii. failing to review any Certificates of Insurance received;
- iii. failing to advise the Contractor that any Certificate of Insurance fails to contain all the required insurance provisions, or is otherwise deficient in any manner; and/or
- iv. issuing any payment without receipt of a sworn certification from the Contractor stating that all the required insurance is in force.

The Contractor agrees that the obligation to provide the insurance required by these documents are solely its responsibility and that this is a requirement which cannot be

waived by any conduct, action, inaction or omission by the Village of Bartlett and/or any of the other Additional Insured.

i. Liability of Contractor is not limited by Purchase of Insurance

Nothing herein contained in the insurance requirements of the Contract Documents is to be construed as limiting the liability of the Contractor, and/or their respective insurance carriers. The Village and the other Additional Insureds do not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Additional Insured's, or any of them, the Contractor, or any subcontractor's interest or liabilities, but are merely minimums. Any obligation of the Contractor to purchase insurance shall not, in any way, limit their obligations to the Additional Insured in the event that the Additional Insured, or any of them should suffer an injury or loss in excess of the amount recovered through insurance, or any loss or portion of the loss which is not covered by either the Subcontractor's and/or Contractor's insurance.

j. Notice of Personal Injury or Property Damage

Contractor shall notify the Additional Insured, in writing, of any actual or possible claim for personal injury or property damage relating to the work, or of any occurrence which might give rise to such a claim, promptly upon obtaining first knowledge of same.

k. Subcontractors

Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of not less than the types and amounts specified above and otherwise in strict compliance with the above insurance requirements including but not limited to the additional insured requirements set forth above. When requested by the Village, Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor and additional insured endorsements as required above.

11. Performance and Payment Bonds. Prior to commencement of the Project Work, Contractor must submit to the Village a performance bond and labor and material payment bonds using AIA A-312 Forms or in form otherwise acceptable to the Village, each in the amount of 110% of the Contract sum, naming the Village of Bartlett as the primary obligee, co-signed by a surety company licensed by the Illinois Department of Insurance authorizing it to issue and execute surety bonds, and the surety company shall have a financial strength rating ("FSR") of at least an A- by A.M. Best Company, Inc., Moody's Investor Service, Standard & Poors Corporation or similar rating agency, to guaranty the Contractor's obligations herein, including, but not limited to, completion of the Contract and the payment of all material used and all labor performed in the Project Work, the Repair Work and/or the Restoration Work and whether by subcontractor or otherwise, and for payment of prevailing wages as required herein. The cost of said Performance and Payment Bonds is included in the unit pricing total of \$69,900 set forth in Contractors Proposal.

12. **Prevailing Wages.** Contractor shall pay prevailing wages for the respective County in which the Project Work is being performed, as established by the Illinois Department of Labor for each craft or type of work in accordance with the Illinois Prevailing Wage Act (820 ILCS 130/01, *et seq.*) (the "Act"). The Contractor shall notify immediately in writing all of its subcontractors, of all changes in the schedule of prevailing wages. Contractor shall include in each of its subcontracts a written stipulation that not less than the prevailing rate of wages shall be paid to all laborers, workers, and mechanics performing work under the Contract and shall require each of its sub-subcontractors of every tier to include said stipulation regarding payment of prevailing rate of wages. Any increase in costs to the Contractor due to changes in the prevailing rate of wages or labor law during the term of any contract and/or sub-contract of any tier shall be at the expense of the Contractor and not at the expense of the Village. The Contractor shall be solely responsible to maintain accurate records as required by the prevailing wage statute and shall be solely liable for paying the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the work and for ensuring strict compliance with the requirements of the Act, including but not limited to providing Certified Payrolls to the Village in accordance with the Act and as required herein. Copies of the February 2015 prevailing wage rates for Cook County, Illinois are attached hereto. Notwithstanding the forgoing, said prevailing wage rates are revised by the Illinois Department of Labor (IDOL). Contractor is solely responsible for obtaining and paying the applicable revised prevailing rate of wages for the County in which the work is being performed as determined by the IDOL for the time period in which the work is being performed. Said revised prevailing wage rates are available at IDOL's website: <http://www.state.il.us/agency/idol/rates/rates.HTM>.

13. **Default.** In the event of default hereunder, the non-defaulting party shall be entitled to all remedies available at law and/or equity, including reasonable attorney's fees, subject to the limitations set forth in paragraph "L" below.

14. **Limitation on the Owner's Liability.** **The Contractor agrees to waive any right which it may have to punitive, consequential, special, indirect, incidental, and/or exemplary damages against the Village, and agrees not to make any claim or demand for such damages against the Village.**

15. **Hazardous Substances.**

15.1 Contractor shall not cause or permit any Hazardous Substances to be brought upon, kept, stored or used in or about the Project Site, and/or any other property owned, leased, controlled or under the jurisdiction of the Village of Bartlett ("Village Property") by Contractor, and/or Contractors Agent (defined above). If the presence of Hazardous Substances brought upon, kept, stored or used in or about any of the Owner's Property by or on behalf of Contractor or Contractor's Agents in violation of this paragraph, results in contamination of the said Property, Contractor shall pay for all actual costs of clean up and shall indemnify, hold harmless and defend the Village and its employees, agents, consultants, officers, and officials from and against any and all claims, demands, expenses (including reasonable attorneys' fees), costs, fines, penalties and other liabilities of any and every kind and nature, including, but not limited to, costs and expenses incurred

in connection with any clean-up, remediation, removal or restoration work required by any federal, state or local governmental authority because of the presence of any such Hazardous Substances on or about said Property.

15.2 For purposes hereof, Hazardous Substances shall include, but not be limited to, substances defined as "hazardous substances," "toxic substances" in the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended; the federal Hazardous Materials Transportation Act, as amended; and the federal Resource Conservation and Recovery Act, as amended ("RCRA"); those substances defined as "hazardous substances," "materials," or "wastes" under any Federal law or the law of the State of Illinois; and as such substances are defined in any regulations adopted and publications promulgated pursuant to said laws (collectively, "Environmental Laws"). If Contractor's activities or the activities of any of Contractor's Agents violate or create a risk of violation of any Environmental Laws, Contractor shall cause such activities to cease immediately upon notice from the Village. Contractor shall immediately notify the Village both by telephone and in writing of any spill or unauthorized discharge of Hazardous Substances or of any condition constituting an "imminent hazard" under any Environmental Laws.

15.3 Contractor's indemnification obligations and duties hereunder shall survive the termination and/or expiration of this Contract.

16. Delays in Project Work.

16.1 Notwithstanding any provision herein to the contrary, the Contractor shall not be entitled to an increase in the Contract Sum as a result of any delays in the progress of the Work. The Contractor's sole remedy for delay shall be an extension of time.

16.2 If the Contractor, but for a delay not within the Contractor's control, would have completed the Work prior to the project completion date, the Contractor shall not be entitled to any recovery of damages arising out of any event of delay which prevented such early completion of the Work.

17. Change Orders.

17.1 Notwithstanding any provisions herein to the contrary, where proposed changes to the Project Work involve a modification to (i) the Contract Sum; (ii) the Contract Time, or (iii) material changes in the Work (i.e., other than minor field changes), a written Change Order shall be prepared by the Engineer. It shall be a condition precedent to the acceptance of any Change Order or any Series of Change Orders which involves an increase or decrease in the Contract Sum of \$10,000 or more or changes the time of completion by a total of thirty (30) days or more, that the Village corporate authorities shall have first approved such written Change Order(s) and made the requisite determinations and findings in writing as required by 720 ILCS 5/33 E-9 (as amended). Other changes involving modifications to the Contract Sum, Contract Time or material change in the Work which will result in an increase or decrease of less than \$10,000 or extension of less than thirty (30) days to the Contract Time shall be made by the Village Administrator.

17.2 All change orders will be calculated based solely on Contractor's Unit Pricing set forth in Contractor's Proposal and actual revised quantities, regardless of whether the change order is for an increase or decrease in Project Work. No additional compensation will be allowed for change orders for additional work other than based on Contractor's Unit Pricing times the increased actual units constructed calculated by the Engineer, in that said Unit Pricing already reflects Contractor's overhead and profits.

18. Relationship of the Parties. It is understood, acknowledged and agreed by the parties that the relationship of the Contractor to the Village arising out of this Agreement shall be that of an independent contractor. Neither Contractor, nor any employee or agent of Contractor, is an employee, partner, joint venturer, and/or agent of the Village, and therefore is not entitled to any benefits provided to employees of the Village. Contractor has no authority to employ/retain any person as an employee or agent for or on behalf of the Village for any purpose. Neither Contractor nor any person engaging in any work or services related to this Agreement at the request or with the actual or implied consent of the Contractor may represent himself to others as an employee of the Village. Should any person indicate to the Contractor or any employee or agent of Contractor by written or oral communication, course of dealing or otherwise, that such person believes Contractor to be an employee or agent of the Village, Contractor shall use its best efforts to correct such belief. In ordering or accepting delivery of or paying for any goods or services, Contractor shall do so in Contractor's own business.

19. Contractor shall at all times have sole control over the manner, means and methods of performing the services required by this Agreement according to its own independent judgment. Contractor acknowledges and agrees that it will devote such time and resources as necessary to produce the contracted results. The Village, Engineer, nor Consultant shall not have control over, charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Contractor shall supervise and direct the Work efficiently with his, her or its best skill and attention; and the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby.

20. Exhibits and Contract Documents. All Exhibits and Contract Documents referred to therein are expressly incorporated herein and made part hereof.

21. Assumption of Liability. To the fullest extent permitted by law, Contractor assumes liability for all injury to or death of any person or persons including employees of Contractor, any subcontractor of any tier, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this Contract.

22. Severability. If any clause, phrase, provision or portion of this Contract or the application thereof, to any person or circumstance, shall be invalid or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this Contract, nor shall it affect the application of any other clause, phrase, provision or portion hereof to other persons or circumstances.

23. No Waiver of Immunities and/or Privileges by the Village of Bartlett. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of the Village of Bartlett and/or any of its officials, officers, employees, and/or agents as to any liability whatsoever; such immunities and privileges are expressly reserved.

24. Architectural Barriers Act, American with Disabilities Act and Illinois Accessibility Code Contractor shall comply with the Architectural Barrier act of 1968, as amended (42 U.S.C. § 4151, et seq.), the Americans with Disabilities Act of 1990 (ADA), as amended, including but not limited to changes made by the ADA Amendments Act of 2008 (P.L. 110-325), the Illinois Accessibility Code, as amended, and any and all applicable federal, state and local laws pertaining to accessibility with the most stringent requirements controlling.

25. Clean Air Act and Federal Water Pollution Control Act. Contractor shall comply with the Clean Air act of 1970, as amended, the Federal Water Pollution Control Act, as amended, and all Environmental Laws (as defined above) with the most stringent laws controlling.

26. Removal and Disposal. The Contractor must remove and dispose of all construction or demolition debris materials, waste and soils at licensed facilities in accordance with applicable federal, state and local laws, including but not limited to the NEPA Act and Illinois Public Act 97-137, with the most stringent and demanding requirements controlling.

27. Work by Trade Unions. If the Work is to be performed by trade unions, the Contractor shall make all necessary arrangements to reconcile, without delay, damage, recourse, or cost to Owner, any conflict between the Contract Documents and any agreements or regulations of any kind at any time in force among members or councils which regulate or distinguish what activities shall not be included in the work of any particular trade. In case the progress of the Work is affected by any undue delay in furnishing or installing any items or materials or equipment required under the Contract Documents because of the conflict involving any such agreement or regulation, the Owner may require that other material or equipment of equal kind and quality be provided at neo additional cost to the Owner.

28. Illinois Human Rights Act. The Contractor shall comply with all terms and procedures of the Illinois Human Rights Act, (775 ILCS 5 et seq.) and Contractor represents and warrants to the Village as follows:

28.1 That it will not discriminate against any employees or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age physical or mental handicap unrelated to ability, or an unfavorable discharge from military service, and further that it will examine all job classifications to determine if minority persons or woman are under-utilized and will take appropriate affirmative action to rectify any such under-utilization.

28.2 That, if it hires employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and woman in the areas from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not under-utilized.

28.3 That in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin, or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

28.4 That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Acts and Rules and Regulations, the Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

28.5 That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

28.6 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to a certain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

28.7 That it will include verbatim or by reference the provisions of these clauses in every subcontracting awards under which any portion of the contract obligations are undertaken or assumed, so that each provision will be binding upon such Subcontractor. In the same manner as with other provisions of this Contract, the Contractor will be liable for compliance with applicable provisions of this clause by such Subcontractors; and further it will promptly notify the contracting agency and the Department in the event any Subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any Subcontractor declared by the Illinois Human Rights Commission to be ineligible for

Contracts or Subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

29. IDNR Grant. This project is being funded in part with State of Illinois Bike Path Grant Program Funding assistance made available through the Illinois Department of Natural Resources. Contractor is encouraged to utilize minority businesses as subcontractors for supplies, equipment, services and construction.

30. Guarantee.

30.1 Except as otherwise specified, the contractor shall guarantee workmanship and materials for a period one (1) year for all items from date of final acceptance by the Village. The Work shall be left in perfect order at completion and acceptance. Neither the final payment nor termination of the guarantee period, nor any provision in the Contract document shall relieve the Contractor of the responsibility for negligence, faulty materials, or workmanship within the extent and period provided by law, and upon written notice it shall remedy any defects due thereto, and shall pay all expenses for any damage to other work resulting there from.

30.2 If the Plans, Specifications and/or Drawings provide for methods of construction, installation, materials, etc., which the Contractor cannot guarantee for the indicated period, it shall be the responsibility of the Contractor to so inform the Owner in writing before submitting his bid. Otherwise, the Contractor shall be held responsible to provide the method of construction, installation, materials, etc., which will be guaranteed for the indicated period of time.

31. Miscellaneous.

31.1 This Agreement supersedes all prior agreements and understandings, both written and oral, of the parties to the subject matter hereof. This Agreement applies to and binds the successors and assigns of the Parties to this Agreement. Any amendments to this Agreement must be in writing and executed by both Parties.

31.2 Changes in the number, gender and grammar of terms and phrases herein when necessary to conform this Agreement to the circumstances of the parties hereto shall in all cases, be assumed as though in each case fully expressed therein.

31.3 This Agreement shall be construed, governed and enforced according to the laws of the State of Illinois, and the exclusive venue for the enforcement of this Agreement and/or litigation between the parties shall be the Circuit Court of Cook County, Illinois.

31.4 In construing this Agreement, section headings shall be disregarded.

31.5 Time is of the essence of this Agreement and every provision contained herein.

31.6 Each of the undersigned signing as an officer or agent on behalf of the respective party to this Agreement warrants that he or she holds such capacity as is

specified beneath his or her name and further warrants that he or she is authorized to execute and effectuate this Agreement and that he or she does so voluntarily and in his or her official capacity.

31.7 Survival of Obligations. Except as otherwise provided, any obligations and duties which by their nature extend beyond the expiration or termination of this Agreement, including, without limitation, Sections pertaining to Indemnity shall survive the expiration of this Agreement.

31.8 In the event of any conflict between the terms and conditions of any of the other Contract Documents and this Contract, this Contract shall control. In the event of a conflict between the terms and conditions of any of the Contract Documents, other than this Contract, the most stringent requirements in favor of the Village shall control.

VILLAGE OF BARTLETT

CHICAGOLAND PAVING
CONTRACTORS, INC.

By: _____
Kevin Wallace
Village President

By: _____
Kevin Meartz
President

Attest:

Attest:

By: _____
Lorna Giles, Village Clerk

William R. Bowes, Secretary

Cook County Prevailing Wage for February 2015

(See explanation of column headings at bottom of wages)

Trade Name	RG	TYP	C	Base	FRMAN	M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
=====	==	===	=	=====	=====	=====	===	===	=====	=====	=====	=====
ASBESTOS ABT-GEN	ALL			38.200	38.700	1.5	1.5	2.0	13.78	10.12	0.000	0.500
ASBESTOS ABT-MEC	BLD			35.100	37.600	1.5	1.5	2.0	11.17	10.76	0.000	0.720
BOILERMAKER	BLD			44.240	48.220	2.0	2.0	2.0	6.970	17.54	0.000	0.350
BRICK MASON	BLD			42.580	46.840	1.5	1.5	2.0	9.850	13.60	0.000	1.030
CARPENTER	ALL			43.350	45.350	1.5	1.5	2.0	13.29	13.75	0.000	0.630
CEMENT MASON	ALL			43.100	45.100	2.0	1.5	2.0	12.70	13.24	0.000	0.450
CERAMIC TILE FNSHER	BLD			35.810	0.000	1.5	1.5	2.0	10.55	8.440	0.000	0.710
COMM. ELECT.	BLD			39.000	41.800	1.5	1.5	2.0	8.420	11.98	1.100	0.700
ELECTRIC PWR EQMT OP	ALL			46.100	51.100	1.5	1.5	2.0	10.76	14.87	0.000	0.460
ELECTRIC PWR GRNDMAN	ALL			35.960	51.100	1.5	1.5	2.0	8.390	11.60	0.000	0.360
ELECTRIC PWR LINEMAN	ALL			46.100	51.100	1.5	1.5	2.0	10.76	14.87	0.000	0.460
ELECTRICIAN	ALL			44.000	47.000	1.5	1.5	2.0	13.33	14.77	0.000	0.750
ELEVATOR CONSTRUCTOR	BLD			50.800	57.150	2.0	2.0	2.0	13.57	14.21	4.060	0.600
FENCE ERECTOR	ALL			35.840	37.840	1.5	1.5	2.0	13.01	11.51	0.000	0.300
GLAZIER	BLD			40.000	41.500	1.5	2.0	2.0	12.49	15.99	0.000	0.940
HT/FROST INSULATOR	BLD			48.450	50.950	1.5	1.5	2.0	11.47	12.16	0.000	0.720
IRON WORKER	ALL			43.000	45.000	2.0	2.0	2.0	13.45	20.65	0.000	0.350
LABORER	ALL			38.000	38.750	1.5	1.5	2.0	13.78	10.12	0.000	0.500
LATHER	ALL			43.350	45.350	1.5	1.5	2.0	13.29	13.75	0.000	0.630
MACHINIST	BLD			44.350	46.850	1.5	1.5	2.0	6.760	8.950	1.850	0.000
MARBLE FINISHERS	ALL			31.400	32.970	1.5	1.5	2.0	9.850	13.10	0.000	0.600
MARBLE MASON	BLD			41.780	45.960	1.5	1.5	2.0	9.850	13.42	0.000	0.760
MATERIAL TESTER I	ALL			28.000	0.000	1.5	1.5	2.0	13.78	10.12	0.000	0.500
MATERIALS TESTER II	ALL			33.000	0.000	1.5	1.5	2.0	13.78	10.12	0.000	0.500
MILLWRIGHT	ALL			43.350	45.350	1.5	1.5	2.0	13.29	13.75	0.000	0.630
OPERATING ENGINEER	BLD 1			47.100	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER	BLD 2			45.800	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER	BLD 3			43.250	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER	BLD 4			41.500	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER	BLD 5			50.850	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER	BLD 6			48.100	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER	BLD 7			50.100	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER	FLT 1			52.450	52.450	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER	FLT 2			50.950	52.450	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER	FLT 3			45.350	52.450	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER	FLT 4			37.700	52.450	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER	FLT 5			53.950	52.450	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER	FLT 6			35.000	35.000	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER	HWY 1			45.300	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER	HWY 2			44.750	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER	HWY 3			42.700	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER	HWY 4			41.300	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER	HWY 5			40.100	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER	HWY 6			48.300	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER	HWY 7			46.300	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250
ORNAMNTL IRON WORKER	ALL			43.900	46.400	2.0	2.0	2.0	13.36	17.24	0.000	0.650
PAINTER	ALL			40.750	45.500	1.5	1.5	1.5	10.75	11.10	0.000	0.770
PAINTER SIGNS	BLD			33.920	38.090	1.5	1.5	1.5	2.600	2.710	0.000	0.000
PILEDRIIVER	ALL			43.350	45.350	1.5	1.5	2.0	13.29	13.75	0.000	0.630
PIPEFITTER	BLD			46.000	49.000	1.5	1.5	2.0	9.000	15.85	0.000	1.780
PLASTERER	BLD			42.250	44.790	1.5	1.5	2.0	11.40	12.19	0.000	0.650
PLUMBER	BLD			46.650	48.650	1.5	1.5	2.0	13.18	11.46	0.000	0.880
ROOFER	BLD			40.100	43.100	1.5	1.5	2.0	8.280	10.54	0.000	0.530
SHEETMETAL WORKER	BLD			41.530	44.850	1.5	1.5	2.0	10.48	20.06	0.000	0.690
SIGN HANGER	BLD			31.310	33.810	1.5	1.5	2.0	4.850	3.280	0.000	0.000

SPRINKLER FITTER	BLD	49.200	51.200	1.5	1.5	2.0	11.75	9.650	0.000	0.550				
STEEL ERECTOR	ALL	42.070	44.070	2.0	2.0	2.0	13.45	19.59	0.000	0.350				
STONE MASON	BLD	42.580	46.840	1.5	1.5	2.0	9.850	13.60	0.000	1.030				
SURVEY WORKER	NOT IN EFFECT				ALL	37.000	37.750	1.5	1.5	2.0	12.97	9.930	0.000	0.500
TERRAZZO FINISHER	BLD	37.040	0.000	1.5	1.5	2.0	10.55	10.32	0.000	0.620				
TERRAZZO MASON	BLD	40.880	43.880	1.5	1.5	2.0	10.55	11.63	0.000	0.820				
TILE MASON	BLD	42.840	46.840	1.5	1.5	2.0	10.55	10.42	0.000	0.920				
TRAFFIC SAFETY WRKR	HMY	32.750	34.350	1.5	1.5	2.0	6.550	6.450	0.000	0.500				
TRUCK DRIVER	E ALL 1	33.850	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150				
TRUCK DRIVER	E ALL 2	34.100	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150				
TRUCK DRIVER	E ALL 3	34.300	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150				
TRUCK DRIVER	E ALL 4	34.500	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150				
TRUCK DRIVER	W ALL 1	32.550	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000				
TRUCK DRIVER	W ALL 2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000				
TRUCK DRIVER	W ALL 3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000				
TRUCK DRIVER	W ALL 4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000				
TUCK POINTER	BLD	42.800	43.800	1.5	1.5	2.0	8.180	12.66	0.000	0.650				

Legend: RG (Region)

TYP (Trade Type - All, Highway, Building, Floating, Oil & Chip, Rivers)

C (Class)

Base (Base Wage Rate)

FRMAN (Foreman Rate)

M-F>8 (OT required for any hour greater than 8 worked each day, Mon through Fri.)

OSA (Overtime (OT) is required for every hour worked on Saturday)

OSH (Overtime is required for every hour worked on Sunday and Holidays)

H/W (Health & Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Trng (Training)

Explanations**COOK COUNTY**

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

TRUCK DRIVERS (WEST) - That part of the county West of Barrington Road.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass,

mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS ELECTRICIAN

Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment, and residential purposes, including but not limited to, communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers

treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

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.

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling or renovation work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines; ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All

(1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Dowell Machine with Air Compressor; Gradall and machines of like nature.

OPERATING ENGINEER - FLOATING

Class 1. Craft Foreman; Master Mechanic; Diver/Wet Tender; Engineer; Engineer (Hydraulic Dredge).

Class 2. Crane/Backhoe Operator; Boat Operator with towing endorsement; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender.

Class 3. Deck Equipment Operator, Machineryman, Maintenance of Crane (over 50 ton capacity) or Backhoe (115,000 lbs. or more); Tug/Launch Operator; Loader/Dozer and like equipment on Barge, Breakwater Wall, Slip/Dock, or Scow, Deck Machinery, etc.

Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks; Deck Hand, Tug Engineer, Crane Maintenance (50 Ton Capacity and Under) or Backhoe Weighing (115,000 pounds or less); Assistant Tug Operator.

Class 5. Friction or Lattice Boom Cranes.

SURVEY WORKER - Operated survey equipment including data collectors, G.P.S. and robotic instruments, as well as conventional levels and transits.

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

TRAFFIC SAFETY

Work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - EAST & WEST

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester/Inspector II".

**STATE OF ILLINOIS
IDNR of Natural Resources
PROJECT AGREEMENT**

ILLINOIS BICYCLE PATH GRANT PROGRAM

GRANTEE: Village of Bartlett **Project** BP 14-415

Address: 228 South Main Street **FEIN #:** 36-2532333
Bartlett, IL 60103

Project Title: IDNR State Park Bike Path Links

Project Period: **Award Date:** February 27, 2014 **Expiration Date:** June 30, 2016

Project Scope (Description of Project):

The Development will include project elements listed on the attached RT/DOC-3/Development/Equipment purchase data form, or as revised and approved by IDNR.

Development shall be in general accordance with the approved project application on file with the Illinois Dept. of Natural Resources and preliminary development plans and estimates attached hereto.

APPROVED PROJECT COSTS

Development Costs	\$ <u>71,100.00</u>
CPA Costs	\$ <u>2,500.00</u>
Archaeological Survey	\$ <u>0.00</u>
TOTAL COSTS	\$ <u>73,600.00</u>

50% Fund Assistance 50 %

FUND ASSISTANCE AMT. \$36,800.00

This Agreement consists of X pages, including the cover page. The following documents are hereby incorporated into, and made part of, this Agreement by reference:

1. General Provisions (attached)
2. Project Application
3. Billing and General Requirements Packet
4. Standard Certifications (attached)
5. Development Plan
6. RT/DOC-3: Development Purchase Data

GENERAL PROVISIONS OF THE ILLINOIS BICYCLE PATH GRANT PROGRAM AGREEMENT

This grant agreement ("Agreement"), by and between the Illinois Department of Natural Resources ("IDNR") and Village of Bartlett ("Grantee"), under the authority of the Illinois Civil Administrative Code (20 ILCS 805/805-70), is executed pursuant to the terms and conditions set forth herein. In consideration of the mutual covenants, the parties agree as follow:

I. Purpose of Agreement

- a. The purpose of this Agreement is to enable IDNR to provide financial assistance to the Grantee for the acquisition, construction, and rehabilitation of public, non-motorized bicycle paths and directly related support facilities in Illinois.

II. Term and Termination

- a. This grant Agreement is effective on the date that the last signature is affixed hereto and extends until the date specified on the first page of this agreement. Work on the project within the scope of the Grantee's Application may commence after the Award Date, and before this Agreement is fully executed, only with the express written permission of IDNR.
- b. The Grantee shall use its best efforts and due diligence to complete the project within the Agreement term. No extensions to the termination date will be issued without written approval from IDNR.
- c. Termination for Cause: IDNR may terminate this Agreement, in whole or part, immediately upon written notice to the Grantee if the State determines that the actions or inactions of the Grantee, its agents, employees or subcontractors have caused or reasonably could cause jeopardy to health, safety or property; if the Grantee has notified the state that it is unable or unwilling to perform the contract; or if the Grantee owes money or is in pending litigation with the State of Illinois during the term of this agreement. For termination due to any of the causes contained in this section, the State retains its right to seek any available legal or equitable remedies and damages.
- d. Termination for Convenience: Either party, prior to project commencement, has the right to rescind this Agreement upon thirty (30) days written notification to the other party. This Agreement is furthermore contingent upon and subject to the availability of funds. IDNR, at its sole option, may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60 (b)).
- e. Termination for Breach: IDNR may terminate this agreement if grant funds are not used exclusively in accordance with the provisions contained in this agreement; or if Grantee fails without legal excuse to comply with any of the terms of this Agreement. The parties agree that in the event of a breach of this Agreement by the Grantee and notification from

IDNR, the Grantee shall have thirty (30) days to cure or correct the breach. If the breach is not cured or corrected, IDNR shall thereafter have full right and authority to take such action as it deems necessary to enforce the provisions of this Agreement, to prevent the continued breach or violation thereof by the Grantee, and to seek any other remedy that may be available by law.

- f. In the event of termination by IDNR in accordance with subsections (c), (d) and (e) this section, IDNR shall pay to the Grantee the reasonable value of services performed under this Agreement prior to the date of termination, provided the Grantee submits bills and proof of claims for supplies and services provided in compliance with this Agreement, cancels as many outstanding obligations as possible, and does not incur any new obligations after the effective date of termination. If IDNR terminates this Agreement, any payments made to the Grantee or recoveries by IDNR shall be in accordance with the legal rights and liabilities of the parties.
- g. In the event any court finds that Grantee's activities are a breach or violation of this Agreement, the Grantee will reimburse IDNR for all costs, including reasonable attorney's fees, incurred by IDNR in the pursuit of its rights under this Agreement. For purposes of this paragraph, "costs" shall be deemed to be all expenses, including but not limited to court costs and the value of IDNR staff time, reasonably incurred by IDNR.

III. Project Implementation

- a. Grantee is solely responsible for the design and implementation of the project described in its Project Application, the terms and conditions of which are hereby incorporated by reference and made a part of this Agreement. Failure by the Grantee to comply with any of the Agreement terms or the terms of the Project Application shall be cause for the suspension of all grant assistance obligations thereunder, and may result in debarment for two grant cycles.
- b. The Grantee agrees to implement and complete the approved project pursuant to the time schedule and plans set forth in the Project Application. Failure to render satisfactory progress or to complete the approved project to the satisfaction of IDNR per the terms of this Agreement is cause for suspension and/or termination of all obligations of IDNR under this Agreement.
- c. Environmental and Cultural Resource Compliance: Approved grant project construction shall not commence and no payment shall be made under this grant until the Grantee, as set forth under IDNR's Comprehensive Environmental Review Process (CERP), has initiated and completed all necessary project review and consultation with IDNR as required by section 11 of the Endangered Species Protection Act, 520 ILCS 10/11; section 17 of the Illinois Natural Areas Preservation Act, 525 ILCS 30/17; the mitigation or compensation determinations required by the Interagency Wetland Policy Act, 20 ILCS 830/1 *et seq.*; and the environmental and economic impact determination required by the Historic Preservation Act, 20 ILCS 3420/4.
- d. Project Signage / Publicity: The Grantee agrees to display an "IL Bicycle Path Grant Program" acknowledgment sign provided by the IDNR, or similar sign designed by the Grantee and approved by IDNR, at the grant-assisted project site specified herein.

IV. Performance Reports and Monitoring

- a. The Grantee is required to file quarterly status reports on the grant project describing the progress of the program, project, or use and expenditure of the grant funds related thereto, if the grant amount is over \$25,000.00 (30 ILCS 705/4(b)(2)).
- b. The Grantee shall be responsible for developing the project site in general accordance with the site development plan approved by IDNR, and attached hereto as part of Project Application (Attachment D). Grantee shall make all development plans and specifications available for review by IDNR upon request.
- c. It is agreed and understood by the Grantee that an IDNR representative shall have access to the project site to make periodic inspections as work progresses. It is further agreed and understood by the Grantee that IDNR reserves the right to inspect the completed project prior to project acceptance and grant reimbursement to the Grantee.
- d. Grantee agrees that property acquired or developed per terms of this Agreement must be operated and maintained in a safe and attractive manner and open to the general public during reasonable hours for bicycling use without regard to race, color, national origin, religious belief, sex, age, disability, or on the basis of residence.

V. Project Costs and Billing:

- a. A project shall be deemed completed for grant payment when the Grantee submits a development or acquisition project billing form seeking grant reimbursement which is approved for payment by IDNR. Failure by the Grantee to submit required billing forms and substantiating documentation within a one (1) year period following the project expiration date will result in the Grantee forfeiting all project reimbursements, and relieves IDNR from further payment obligations on the grant. Any grant funds remaining after final reimbursement to the Grantee may be reprogrammed at the discretion of IDNR.
- b. Project costs eligible for assistance shall be determined upon the basis of criteria set forth in the Illinois Bicycle Path Grant Program as so specified in 17 IL ADM. Code 3040.50.
- c. Payment to the Grantee will be made as reimbursement providing up to a maximum of 50% for eligible expenses following submission to IDNR of a certified billing request listing all funds expended, and including any other documentation required by the administrative rules (*see* 17 Ill. Adm. Code 3040.30).
- d. Only costs incurred during the specified project period dates indicated on this Agreement and necessary to complete the approved project components are eligible for grant reimbursement payment.
- e. Except for reimbursement grants where this does not apply, all funds advanced to the Grantee that remain at the end of the grant agreement or at the expiration of the expenditure or obligation period stipulated in the grant agreement, shall be returned to the State within 45 days (30 ILCS 705/4(b)(5)).
- f. The Grantee agrees to complete the project as described in this Agreement and to pay any and all costs associated with the project in excess of the specified State obligation for Grant Funding Assistance.

g. **Billing:** By submitting a bill the Grantee certifies that the supplies or services provided meet all requirements of the Agreement, and that the amount billed and expenses incurred are allowed in the Agreement:

1. Grantee shall not bill for any taxes unless accompanied by proof that the state is subject to the tax.
2. A project shall be deemed completed for grant payment when the Grantee submits a project billing form seeking final grant reimbursement, which is approved for payment by IDNR.
3. Bills for supplies purchased, services performed and expenses incurred during the approved grant period shall be submitted to IDNR within one (1) year following the project expiration date. IDNR will be relieved from further payment obligations if the Grantee fails to submit such invoices within the allotted time.
4. Send bills to:

Agency	Illinois Department of Natural Resources
Attn:	Division of Grant Administration
Address:	One Natural Resources Way
City, State Zip	Springfield, IL 62702-1271

h. The Grantee shall be fully and solely responsible for and assume all operation and maintenance costs and responsibilities associated with the project.

VI. Financial Records and Audit Requirements

- a. The Grantee shall maintain, for a minimum of 3 years following project completion, satisfactory financial accounts, documents, and records associated with the project and the disbursement of grant funds pursuant to this Agreement, and shall make them available to IDNR and the State of Illinois, Auditor General or Attorney General, for auditing at reasonable times. Failure by the Grantee to maintain such accounts, documents, and records as required herein shall establish a presumption in favor of the State of Illinois for recovery of any funds paid by the State per this Agreement for which adequate records are not available to support their purported disbursement.
- b. All required audits must be conducted by an independent certified public accountant, licensed by the State of Illinois, and must be performed in accordance with generally accepted auditing standards adopted by the American Institute of Certified Public Accountants (AICPA). The Grantee shall be responsible for procuring all required audits in accordance with its normal procurement rules, providing that these rules promote open competitive procurement.
- c. The Grantee shall be responsible for timely action in resolving any audit findings or questioned project costs. In the event that questioned costs are ultimately deemed disallowed as determined by IDNR or its representative, the Grantee shall be responsible for repayment of such costs.

VII. Compliance With Laws

- a. IDNR and the Grantee agree to perform this Agreement in accordance with the Illinois Bicycle Grant Program; with the rules promulgated pursuant to that Act 17 ILL.ADM. Code 3040; and, with the terms, promises, conditions, plans, specifications, maps, and

assurances contained in the approved Project Application, each of which is hereby incorporated by reference and made a part of this Agreement.

- b. The agreement is subject to the Illinois Grant Funds Recovery Act (30 ILCS 705/1 *et seq.*).
- c. The Grantee agrees to perform the approved Bicycle Path Project in accordance with all applicable federal, State and local laws, ordinances and regulations.
- d. In connection with project construction, and the subsequent operation and maintenance of the Bike Path grant assisted facilities, the Grantee agrees that it shall be responsible for and obtain all necessary permits, licenses or forms of consent, as may be required by law to complete the project. **Failure to obtain any required permit or approval may jeopardize Bicycle Path grant reimbursement and/or cause debarment.**
- e. The Grantee certifies, and shall be responsible for assuring, that no officer, employee, contractor, or agent of the Grantee, shall negotiate, make, accept, approve, or take part in decisions regarding a contract for acquisition or development of property in connection with this project, if such officer, employee, or agent has any financial or other personal interest in any such contract for the acquisition/development.
- f. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected. No course of dealing or failure of IDNR to enforce strictly any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition. No express waiver of any term, right or condition of this Agreement shall operate as a waiver of any other term, right or condition.
- g. No assignment of grant provisions or duties is allowed.
- h. This Agreement, including the project application by reference, any attachments, and the General Provisions and Certifications attached hereto, constitutes the entirety of the grant agreement between the Grantee and IDNR and supersedes all other agreements, whether written or oral, and may not be amended or modified except by a written instrument executed by both parties.
- i. This Agreement shall be governed by and construed only in accordance with the laws of the State of Illinois. Any liability of IDNR under this Agreement shall be limited to the amount of the grant. Any dispute relating to this Agreement shall be adjudicated in the Illinois Court of Claims and shall be governed by the Court of Claims Act (705 ILCS 505/1 *et seq.*).

VIII. Intellectual Property

- a. All intellectual property ("IP") rights (including copyright, patent, and any other rights) in materials arising out of or resulting from Grantee's use of the grant funds or any earning thereon (the "Public Materials"), including by way of example but not as limitation, any posters and promotional materials, photographs, maps, drawings, charts, reports, brochures, blueprints, website pages, and source code, shall be owned by Grantee unless Grantee materially breaches the terms of this Agreement.

- b. To ensure that the Public Materials are widely and generally available to the public who has paid for their production, Grantee hereby grants to IDNR a non-exclusive, perpetual, irrevocable, royalty-free, paid-up, worldwide, sublicenseable license to use, copy, or publish the Public Materials by any means or media in connection with any activity of IDNR.
- c. Grantee shall provide to all employees and agents of Grantee who might otherwise be entitled to claim any authorship or ownership or IP interest in such Public Materials (including but not limited to architects, photographers, graphic designers, web designers, sculptors, and contractors) a copy of this clause and shall obtain such employees' and agents' acknowledgment and agreement (1) that any employee or non-employee's contributions to any such Public Materials shall be considered Grantee property and/or works for hire, and (2) that to the extent that the Public Materials are not so considered, that all such contributors assign their rights therein, whether under patent, copyright, trade secret, or trademark law, and including moral rights, in perpetuity or for the longest period otherwise permitted by law, to Grantee such that Grantee can effectively grant the above-described license. Grantee shall allow IDNR full access to the project site and materials, both during the grant term and after completion, for documentation, inspection, publicity, photography, promotion, or similar purposes.

IX. Notice to Parties

All correspondence arising from this Agreement shall be directed to the individuals who signed this Agreement or its designated representatives. All notices shall be deemed to have been provided at the time it is actually received.

X. Agency

Neither Grantee, nor its employees, agents, or subcontractors, shall be deemed to be an agent of the State of Illinois or IDNR.

XI. REMEDIES

- a. Indemnification: Grantee shall indemnify, protect, defend, and hold harmless IDNR from any and all liability, costs, damages, expenses, reasonable attorneys' fees, or claims thereof arising under, though, or by virtue of the construction, operation, and maintenance of the project.
- b. Conversion
 - 1. Conversion of property acquired or developed with assistance from the Illinois Bicycle Path Grant Program from public recreation and bicycle path use shall be considered a breach of this Agreement and shall result in the local sponsoring agency being held liable for replacing the converted property with comparable facilities as deemed acceptable by IDNR.
 - 2. Property acquired or developed with grant assistance from the Illinois Bicycle Path grant program shall not be converted to a use that would deny bicycle use per terms of this Agreement without prior approval from IDNR. Approval for "conversion in use" of property ACQUIRED with Bicycle Path grant assistance will only be granted upon the Project Sponsor substituting replacement property equal in certified market value and comparable in bicycling usefulness, quality and location. For projects receiving DEVELOPMENT grant assistance only, terms of this Agreement shall no longer apply after the time period specified below relating to the total amount of grant funds expended to aid the facility.

TOTAL GRANT AWARD

0 - \$50,000
for every \$10,000 increment over \$50,000

**TIME PERIOD AFTER
FINAL PROJECT BILLING**

5 years
add 1 year

- c. **Property Damage:** In the event the Grantee, its employees, volunteers or subcontractors damage any IDNR property and such property is deemed irreparable by a IDNR representative(s), the Grantee will be liable for securing replacement property with new or other property or facilities deemed comparable by IDNR in terms of market value and location.

XII. Contractual Authority

The agency that signs for the State of Illinois shall be the only State entity responsible for performance and payment under this Agreement. When an authorized designee signs in addition to an Agency, he or she does so as approving officer and shall not have any liability to the Grantee.

XIII. Freedom of Information Act

This Agreement and all related public records maintained by, provided to or required by the State are subject to the Illinois Freedom of Information Act (50 ILCS 140 *et seq.*) notwithstanding any provision to the contrary that may be found in this Agreement.

XIV. Entirety of Agreement

- a. This Agreement constitutes the entirety of the Agreement between the parties and supersedes any other agreement or communication, whether written or oral, relating to this award that may have been made by either party.
- b. Grantee certifies under oath that all information in the Agreement is true and correct to the best of the Grantee's knowledge, information, and belief; that the funds shall be used only for the purposes described in the Agreement; and that the award of grant funds is conditioned upon such certification (30 ILCS 705/4(b)(6)).

STANDARD CERTIFICATIONS

Vendor acknowledges and agrees that compliance with this section and each subsection for the term of the contract and any renewals is a material requirement and condition of this contract. By executing this contract Vendor certifies compliance with this section and each subsection and is under a continuing obligation to remain in compliance and report any non-compliance.

This section, and each subsection, applies to subcontractors used on this contract. Vendor shall include these Standard Certifications in any subcontract used in the performance of the contract using the Standard Subcontractor Certification form provided by the State.

If this contract extends over multiple fiscal years including the initial term and all renewals, Vendor and its subcontractors shall confirm compliance with this section in the manner and format determined by the State by the date specified by the State and in no event later than July 1 of each year that this contract remains in effect.

If the Parties determine that any certification in this section is not applicable to this contract it may be stricken without affecting the remaining subsections.

1. As part of each certification, Vendor acknowledges and agrees that should Vendor or its subcontractors provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:
 - the contract may be void by operation of law,
 - the State may void the contract, and
 - the Vendor and its subcontractors may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.

2. Vendor certifies it and its employees will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this contract.
3. Vendor certifies it is not in default on an educational loan (5 ILCS 385/3). This applies to individuals, sole proprietorships, partnerships and individuals as members of LLCs.
4. Vendor (if an individual, sole proprietor, partner or an individual as member of a LLC) certifies it has not received an (i) an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133.3, or (ii) an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133, (30 ILCS 105/15a).
5. Vendor certifies it is a properly formed and existing legal entity (30 ILCS 500/1.15.80, 20-43); and as applicable has obtained an assumed name certificate from the appropriate authority, or has registered to conduct business in Illinois and is in good standing with the Illinois Secretary of State.
6. To the extent there was a incumbent Vendor providing the services covered by this contract and the employees of that Vendor that provide those services are covered by a collective bargaining agreement, Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer; and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit performing substantially similar work that will be performed under this contract (30 ILCS 500/25-80). This does not apply to heating, air conditioning, plumbing and electrical service contracts.
7. Vendor certifies it has not been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor has Vendor made an admission of guilt of such conduct that is a matter of record (30 ILCS 500/50-5).
8. If Vendor has been convicted of a felony, Vendor certifies at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business (30 ILCS 500/50-10).

9. If Vendor, or any officer, director, partner, or other managerial agent of Vendor, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Vendor certifies at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract and acknowledges that the State shall declare the contract void if this certification is false (30 ILCS 500/50-10.5).
10. Vendor certifies it is not barred from having a contract with the State based on violating the prohibition on providing assistance to the state in identifying a need for a contract (except as part of a public request for information process) or by reviewing, drafting or preparing solicitation or similar documents for the State (30 ILCS 500/50-10.5e).
11. Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Vendor and its affiliates acknowledge the State may declare the contract void if this certification is false (30 ILCS 500/50-11) or if Vendor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt (30 ILCS 500/50-60).
12. Vendor certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act (30 ILCS 500/50-12) and acknowledges that failure to comply can result in the contract being declared void.
13. Vendor certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years, and is therefore not barred from being awarded a contract (30 ILCS 500/50-14).
14. Vendor certifies it has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has Vendor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract (30 ILCS 500/50-25).
15. Vendor certifies it is not in violation of the "Revolving Door" section of the Illinois Procurement Code (30 ILCS 500/50-30).
16. Vendor certifies that it has not retained a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement (30 ILCS 500/50-38).
17. Vendor certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers or employees of the State (30 ILCS 500/50-40, 50-45, 50-50).
18. In accordance with the Steel Products Procurement Act, Vendor certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring agency grants an exception (30 ILCS 565).
19. a) If Vendor employs 25 or more employees and this contract is worth more than \$5000, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act.
b) If Vendor is an individual and this contract is worth more than \$5000, Vendor shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance during the performance of the contract (30 ILCS 580).
20. Vendor certifies that neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (30 ILCS 582).
21. Vendor certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States (720 ILCS 5/33 E-3, E-4).
22. Vendor certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).
23. Vendor certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club" (775 ILCS 25/2).

24. Vendor certifies it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).

25. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor or any child under the age of 12 (30 ILCS 584).

26. Vendor certifies that it is not in violation of Section 50-14.5 of the Illinois Procurement Code (30 ILCS 500/50-14.5) that states: "Owners of residential buildings who have committed a willful or knowing violation of the Lead Poisoning Prevention Act (410 ILCS 45) are prohibited from doing business with the State until the violation is mitigated".

27. Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Vendors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

28. Vendor certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract will comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at www.dhs.state.il.us/itaa (30 ILCS 587)

29. Vendor certifies that it has read, understands, and is in compliance with the registration requirements of the Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code (30 ILCS 500/20-160 and 50-37). Vendor will not make a political contribution that will violate these requirements. These requirements are effective for the duration of the term of office of the Incumbent Governor or for a period of 2 years after the end of the contract term, whichever is longer.

In accordance with section 20-160 of the Illinois Procurement Code, Vendor certifies as applicable:

Vendor is not required to register as a business entity with the State Board of Elections.

or

Vendor has registered and has attached a copy of the official certificate of registration as issued by the State Board of Elections. As a registered business entity, Vendor acknowledges a continuing duty to update the registration as required by the Act.

VENDOR (show Company name and DBA)

Village of Bartlett

Signature

V. Salmons

Printed Name

Valerie L. Salmons

Title

Village Administrator

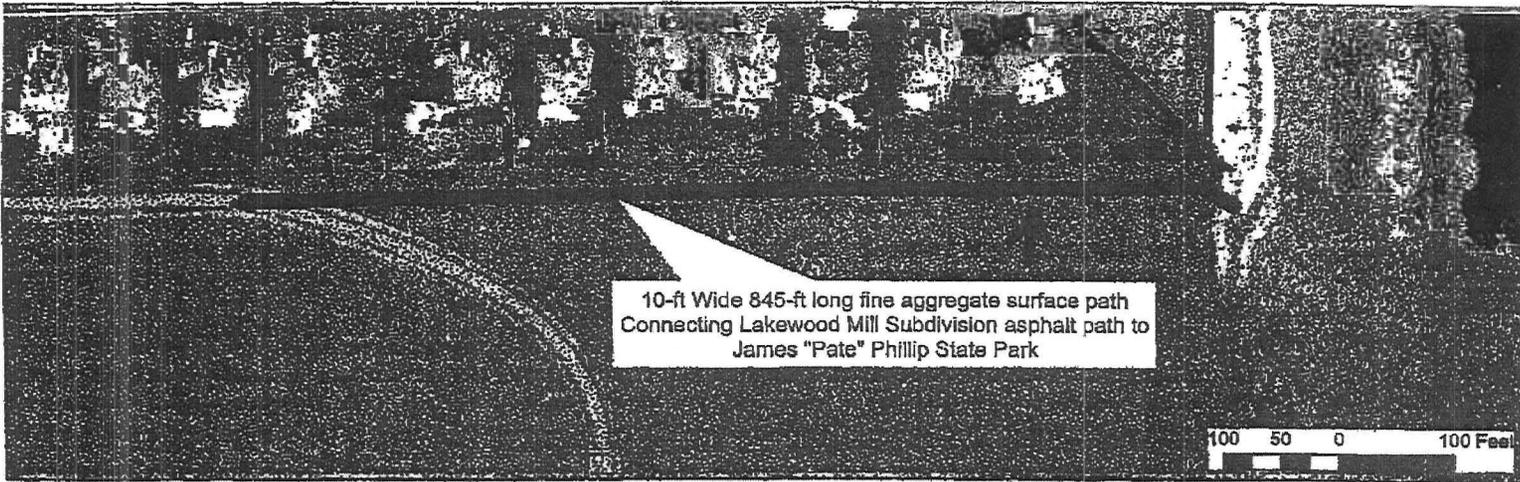
Date

3/20/14

Address

228 S. Main Street

Bartlett, IL 60103

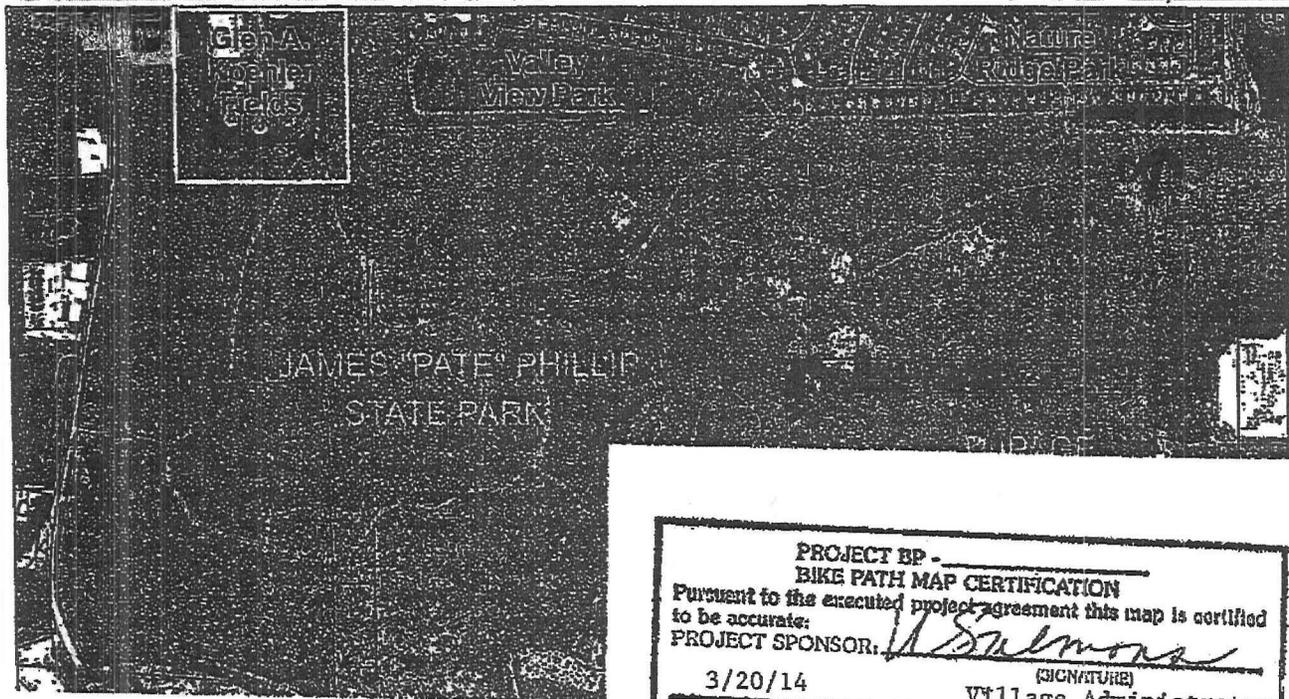


10-ft Wide 845-ft long fine aggregate surface path
 Connecting Lakewood Mill Subdivision asphalt path to
 James "Pate" Phillip State Park

100 50 0 100 Feet

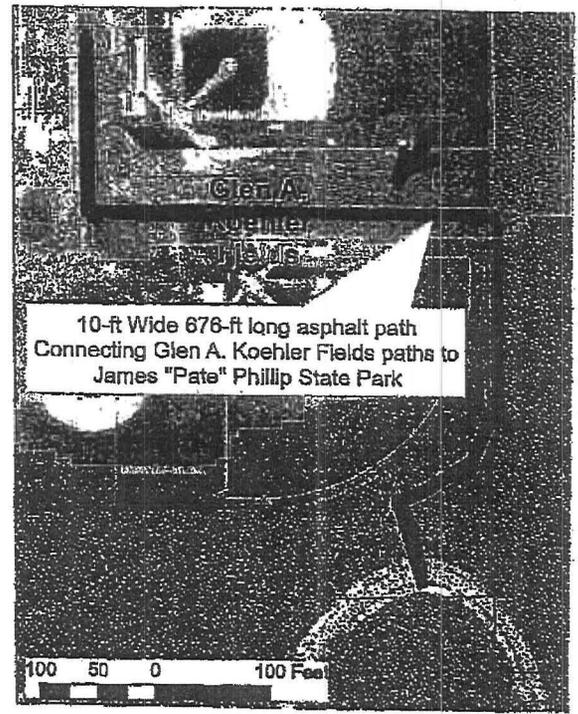
LEGEND

- Proposed Bike Path Links
- Future Bike Path
- Existing Park Facility
- Forest Preserve
- Village of Bartlett Boundary



Glen A.
 Koehler
 Fields

JAMES "PATE" PHILLIP
 STATE PARK



10-ft Wide 676-ft long asphalt path
 Connecting Glen A. Koehler Fields paths to
 James "Pate" Phillip State Park

100 50 0 100 Feet

PROJECT BP - BIKE PATH MAP CERTIFICATION
 Pursuant to the executed project agreement this map is certified to be accurate:
 PROJECT SPONSOR: U. Salmons
 (DATE) 3/20/14 (SIGNATURE)
 (TITLE) Village Administrator
 ILLINOIS DEPARTMENT OF NATURAL RESOURCES
John Barker
 (DATE) 3/20/14 (SIGNATURE)
 (TITLE) Grant Administrator

DEVELOPMENT & CONSTRUCTION SCHEDULE FOR PROJECT BP 14-415

	APRIL				MAY				JUNE				JULY				AUGUST				SEPTEMBER				OCTOBER				NOVEMBER			
	W1	W2	W3	W4	W1	W2	W3	W4	W1	W2	W3	W4	W1	W2	W3	W4	W1	W2	W3	W4	W1	W2	W3	W4	W1	W2	W3	W4	W1	W2	W3	W4
PLANS AND SPECIFICATIONS																																
ADVERTISE & BID OPENING																																
BID AWARD & CONTRACTS																																
CONST. PRE CON & MOBLIZATION																																
EXCAVATION & PAVING																																
RESTORATION & PUNCH LIST																																
FINAL PAYOUT																																

Update IDNR Grant Administrator
by April 1st

Update IDNR Grant Administrator
by July 1st

Update IDNR Grant Administrator
by October 1st

Development Budget Update Form

Mthd	Item	Amount	Est. Cost	Code	
C	Construction of bike path links	1	\$61,700.00	C	delete
C	Engineering	1	\$9,400.00	C	delete

CODE: C - New
 Construction/Rehab; R -
 Restoration; O - Other

Total: \$71,100.00

CPA Cost: \$2,500.00

Archaeological Cost: \$0.00

Arch. Firm Total Cost: \$73,600.00

MEMORANDUM

To: Valerie L. Salmons, Village Administrator
From: Dan Dinges, Director of Public Works
Subject: Resolution for the Stearns Rd Bike Path, annual MFT Salt Purchase, Street Resurfacing and Crack Sealing Program for Year 2015.
Date: February 6, 2015

Enclosed is an MFT Resolution that needs to be adopted by the Village Board in order to use MFT funds for the Stearns Rd. Bike Path annual salt purchase, street resurfacing and crack sealing program. The resolution consists of the following items and amounts:

Annual Street Resurfacing	\$ 590,000.00
Material Testing	\$ 10,000.00
Crack Sealing	\$ 50,000.00
Salt Purchase	\$ 300,000.00
Bike Path	<u>\$ 200,000.00</u>
	\$ 1,150,000.00

The referenced resolution is being submitted in the amount of \$1,150,000.00 and will commit funds to these projects. Funds not used will be credited back to the MFT account for use on other projects.

I am requesting that you place this resolution on the next available Board agenda for action.

MOTION

I move the Village Board approve Resolution 2015_____, a Resolution authorizing the use of Motor Fuel Tax funds in the amount of \$ 1,150,000.00 for the FY 2015/2016 MFT Program to pay for the cost of construction for Street Resurfacing, Material Testing, Crack Sealing, Salt Purchase and the Stearns Bike Path; and

To authorize the Village Clerk to sign said MFT Resolution.



**Illinois Department
of Transportation**

**Resolution for Maintenance of
Streets and Highways 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 _____ of _____ BARTLETT _____, Illinois, that there is hereby
(City, Town or Village) (Name)
appropriated the sum of _____ \$1,150,000.00 _____ of Motor Fuel Tax funds for the purpose of maintaining
streets and highways under the applicable provisions of the Illinois Highway Code from _____ January 1, 2015 _____
(Date)
to _____ DECEMBER 31, 2015 _____
(Date)

BE IT FURTHER RESOLVED, that only those streets, highways, and operations as listed and described on the approved Municipal Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that the Clerk shall, as soon a practicable after the close of the period as given above, submit to the Department of Transportation, on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in the account(s) for this period; and

BE IT FURTHER RESOLVED, that the Clerk shall immediately transmit two certified copies of this resolution to the district office of the Department of Transportation, at _____ SCHAUMBURG _____, Illinois.

I, _____ LORNA GILESS _____ Clerk in and for the _____ VILLAGE _____
(City, Town or Village)
of _____ BARTLETT _____, County of _____ COOK/ DU PAGE/ KANE _____

hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by

the _____ PRESIDENT AND BOARD OF TRUSTEES _____ at a meeting on _____
(Council or President and Board of Trustees) Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ day of _____

(SEAL) _____ Village Clerk
(City, Town or Village)

Approved

Regional Engineer
Department of Transportation

Date



Agenda Item Executive Summary

Item Name Local Limits Evaluation Project Committee or Board _____

BUDGET IMPACT

<i>Amount:</i>	\$28,433.00	<i>Budgeted</i>	FY 14-15 \$20,000
			FY 15-16 \$20,000

List what fund Sewer Fund

EXECUTIVE SUMMARY

In conjunction with our efforts to update the Village's sanitary sewer and pretreatment ordinance, a local limits evaluation must be completed in order to determine practical influent wastewater limits for the Bartlett Wastewater Plant. Because this falls under Professional Services, bidding was not required for the selection of an engineering firm to complete this project. Based upon staff evaluation and consensus, **Trotter and Associates, Inc.** was selected to perform the limits evaluation. Trotter has provided a proposal for the project and this has been attached for your review. There will be some additional lab testing fees, which we have estimated at \$12,000.00.

We have spread the costs for the evaluation over the remainder of this year and next. The evaluation is expected to take 6 months to complete, due in part to sampling that must be completed over time.

We have worked with Trotter and Associates on numerous wastewater projects and have found them to be both professional and responsive. Based upon staff selection and previous project experiences, I recommend that the 2015 Local Limits Evaluation Project be awarded to **Trotter and Associates, Inc.** in the amount of \$28,433.00.

ATTACHMENTS (PLEASE LIST)

Memo, Motion, Resolution, Agreement

ACTION REQUESTED

For Discussion Only _____

Resolution _____

Ordinance _____

Motion: I move the passage of Resolution 2015-_____ A Resolution Approving a Professional Services Agreement with Trotter and Associates, Inc. for the WWTP Pre-Treatment - Local Limits Evaluation.

Staff: Dan Dinges

Date: February 17, 2015

Director of Public Works

MEMO

Date: February 17, 2015

To: Valerie L. Salmons, Village Administrator

From: Dan Dinges, Public Works Director

Re: *WWTP Local Limit Evaluation Project*

In conjunction with our efforts to update the Village's sanitary sewer and pretreatment ordinance, a local limits evaluation must be completed in order to determine practical influent wastewater limits for the Bartlett Wastewater Plant. Determination of appropriate limits will both encourage development or growth, as well as protect the Village's wastewater facility and infrastructure.

Because this falls under Professional Services, bidding was not required for the selection of an engineering firm to complete this project. Based upon staff evaluation and consensus, **Trotter and Associates, Inc.** was selected to perform the limits evaluation. Trotter has provided a proposal for the project and this has been attached for your review. There will be some additional lab testing fees, which we have estimated at \$12,000.00.

We have spread the costs for the evaluation over the remainder of this year and next. The evaluation is expected to take 6 months to complete, due in part to sampling that must be completed over time.

We have worked with Trotter and Associates on numerous wastewater projects and have found them to be both professional and responsive. Based upon staff selection and previous project experiences, I recommend that the 2015 Local Limits Evaluation Project be awarded to **Trotter and Associates, Inc.** in the amount of **\$28,433.00.**

Please place this on the next available Board Agenda.

Motion

I move the passage of Resolution 2015-_____ A Resolution Approving a Professional Services Agreement with Trotter and Associates, Inc. for the WWTP Pre-Treatment - Local Limits Evaluation.

RESOLUTION 2015 - _____

**A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE VILLAGE OF BARTLETT AND TROTTER AND ASSOCIATES, INC.
FOR THE WWTP PRETREATMENT – LOCAL LIMITS EVALUATION**

BE IT RESOLVED by the President and Board of Trustees of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, as follows:

SECTION ONE: The letter agreement for professional services between the Village of Bartlett and Trotter and Associates, Inc. dated as of January 8, 2015 for the WWTP Pretreatment – Local Limits Evaluation (the “Agreement”), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

SECTION TWO: That the Village President is hereby authorized and directed to sign the Agreement on behalf of the Village of Bartlett.

SECTION THREE: SEVERABILITY. The various provisions of this Resolution are to be considered as severable, and of any part or portion of this Resolution shall be held invalid by any Court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Resolution.

SECTION FOUR: REPEAL OF PRIOR RESOLUTIONS. All prior Ordinances and Resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

SECTION FIVE: EFFECTIVE DATE. This Resolution shall be in full force and effect upon passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: February 17, 2015

APPROVED: February 17, 2015

Kevin Wallace, Village President

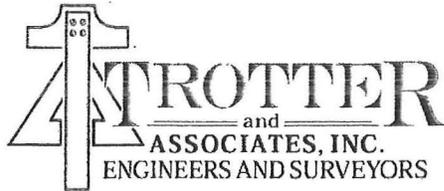
ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

I, Lorna Giles, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2015 - _____ enacted on February 17, 2015 and approved on February 17, 2015 as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk



January 8, 2015

Mr. Daniel Dinges, P.E.
Public Works Director
Village of Bartlett
228 S. Main Street
Bartlett, Illinois 60103

Re: Pretreatment Program – Local Limits Evaluation

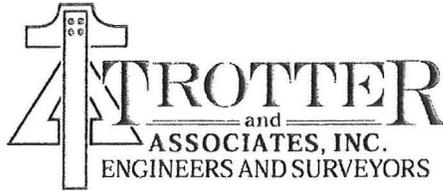
Dear Mr. Dinges,

Trotter and Associates, Inc. sincerely appreciates this opportunity to offer our services. Enclosed for your review is the engineering services agreement for the Pretreatment Program – Local Limits Evaluation. Please contact us if there are any questions or changes to the listed scope of services. If you would like to proceed with the contract, please sign and return one copy of the agreement.

Very Truly Yours,

Trotter and Associates, Inc.

Scott Trotter, P.E., BCEE
President



January 8, 2015

Mr. Daniel Dinges, P.E.
Public Works Director
Village of Bartlett
228 S. Main Street
Bartlett, Illinois 60103

Re: Pretreatment Program – Local Limits Evaluation

Dear Mr. Dinges,

Trotter and Associates, Inc. (ENGINEER) is pleased to provide professional services to the Village of Bartlett (CLIENT) for the Pretreatment Program – Local Limits Evaluation (hereinafter referred to as the “PROJECT”).

Project Background

The Village of Bartlett has requested that a local limits evaluation be completed to help determine influent wastewater limits for its Stearns Road Wastewater Treatment Plant. An update to the Village’s ordinance was completed by Trotter and Associates to include pretreatment parameters that will help the Village enforce any industrial users that locate into its service area.

Enforceable limits need to be developed that the Village can use to help protect the health and safety of its workers, the environment and its treatment facilities. It is unknown how the current limits were identified as well as the basis for those limits. Determination of appropriate limits which are not unnecessarily restrictive will encourage industrial growth in the Village, while maintaining the integrity of the Village’s investment into its infrastructure.

Project Understanding

Evaluation of local limits for a pretreatment program requires an assessment of pollutants of concern, analyses to determine the maximum allowable headworks and industrial loadings, and determining the allocation for each pollutant.

Existing data for the Stearns Road Wastewater Treatment Facility, Industrial User (IU’s) and waste haulers will be collected and evaluated and any supplemental data required for a complete analysis will be identified. Trotter and Associates will provide recommendations regarding sampling points for the determination of influent wastewater characteristics, as well as provide recommendations as to the type and frequency of sampling throughout the system.

TAI will then perform the necessary analyses for this data in order to calculate the maximum allowable headworks loading, and subsequent maximum allowable industrial loading. From these calculations the recommended local limits will be identified, and an implementation plan provided for the allocation of each pollutant.

Project Scope

During the Local Limits Evaluation, Engineer Shall:

1. Hold project kick-off meeting with Village of Bartlett staff to review and confirm the project scope, gather existing information, establish lines of communication, review local limits process and gain consensus regarding project schedule and budget.
2. Review existing limits and available data to determine any additional pollutants of concern in the WWTF, collection system or sludge.
3. Review and evaluate all Industrial User (IU) data from the permitted IU's in the Village of Bartlett that has been collected to date.
4. Coordinate additional data analysis if needed and summarize all results to determine pollutants of concern and industrial loadings.
5. Obtain service maps and identify appropriate monitoring locations within the service area to test commercial and domestic flows.
6. Summarize all results from basin samples to determine non-regulated loadings.
7. Obtain flow data from IU's, commercial and domestic users, coordinate any additional data analysis needed and summarize all results to determine pollutants of concern as well as pollutant loadings.
8. Collect and evaluate all plant and sludge data collected for the WWTF.
9. If needed, coordinate additional sampling collection and obtain flow data for the WWTF. Existing data will be utilized whenever practical.
10. Coordinate data analysis and summarize all results to determine removal rates and sludge pollutants.
11. Calculate the maximum allowable headworks loading (MAHL) for the WWTF.
12. Calculate the maximum allowable industrial loading (MAIL) for the WWTF.
13. Prepare a memo that identifies all pollutants of concern and gives the recommended allocation of each pollutant.

Changes to the scope of services outlined in this agreement shall be authorized through execution of an Exhibit D – Contract Addendum.

Proposed Project Schedule

Anticipated Completion Date

Project Kick-Off Meeting	March 1, 2015
Determine Pollutants of Concern from Current Data	March 15, 2015
Identify Sample Locations and Methodology	April 1, 2015
Complete Sampling & Flow Monitoring	June 15, 2015
Complete Local Limits Analysis	July 15, 2015

Compensation

An amount equal to the cumulative hours charged to the Project by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and ENGINEER's Consultant's charges, if any.

ENGINEER's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit B.

The total compensation for services shall not exceed \$ 28,433.00 based on the following assumed distribution of compensation:

Study/Local Limits Evaluation Phase	\$ 28,433.00
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ENGINEER may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by CLIENT. The total estimated compensation for ENGINEER's services included in the breakdown by phases incorporates all labor, overhead, profit, Reimbursable Expenses and ENGINEER's Consultant's charges. The amounts billed for ENGINEER's services will be based on the cumulative hours charged to the PROJECT during the billing period by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and ENGINEER's Consultant's charges. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually as of January 1st to reflect equitable changes in the compensation payable to ENGINEER.

Miscellaneous

This Agreement constitutes the entire agreement between the parties and supersedes any prior oral or written representations. This agreement may not be changed, modified, or amended except in writing signed by both parties. In the event of any conflict among the exhibits, the exhibit of the latest date shall control.

ENGINEER may have portions of the Services performed by its affiliated entities or their employees, in which event ENGINEER shall be responsible for such services and CLIENT shall look solely to ENGINEER as if ENGINEER performed the Services. In no case shall CLIENT'S approval of any subcontract relieve ENGINEER of any of its obligations under this Agreement.

In the event CLIENT uses a purchase order form or other CLIENT developed document to administer this Agreement, the use of such documents shall be for the CLIENT's convenience only, and any provisions, terms or conditions within the CLIENT developed document shall be deemed stricken, null and void. Any provisions, terms or conditions which the CLIENT would like to reserve shall be added to Exhibit C – Supplemental Conditions and agreed to by both parties.

ENGINEER acknowledges that this project and the scope of work performed thereto will require ENGINEER and all lower tiered subcontractors of ENGINEER to comply with all obligations under and pursuant to the any applicable local, state and/or federal prevailing wage laws (e.g. Davis-Bacon Act, Illinois Prevailing Wage Act, etc.), including but not limited to all wage, notice and/or record keeping requirements to the extent applicable, necessitated and required by law.

If during negotiations or discussion with a Client it becomes clear that Client has determined prevailing wages are not applicable to the work performed by Trotter & Associates, it is best to confirm that understanding in writing with appropriate indemnification language. The following is draft language to consider:

Trotter & Associates' services performed is based on its understanding through the actions, statements and/or omissions of CLIENT that this project [identify] and the work performed relating thereto is professional in nature and not subject to prevailing wage requirements (federal, state or local). If Trotter & Associates' understanding is incorrect, CLIENT agrees and acknowledges that it shall immediately notify Trotter & Associates in writing within forty-eight (48) hours from receiving this notice so that Trotter & Associates may submit a revised proposal and/or invoice reflecting the additional costs associated with applicable prevailing wage laws. If at any time it is determined that this project is or was subject to prevailing wage requirements under federal, state or local law, then CLIENT agrees and acknowledges that it shall reimburse and make whole Trotter & Associates for any back wages, penalties and/or interest owed to its employees or any other third party, including any appropriate governmental agency. CLIENT also agrees that prices, costs and/or applicable fees will also be increased prospectively as required by the increase in wage payments to Trotter & Associates' employees. CLIENT understands and acknowledges that it shall notify Trotter & Associates of any prevailing wage requirements or obligations under applicable laws relating to the work or services performed by Trotter & Associates. CLIENT also agrees to indemnify and hold Trotter & Associates harmless from any error, act or omission on its part with regard to prevailing wage notification that causes any claim, cause of action, harm or loss upon Trotter & Associates, including but not limited to prompt reimbursement to Trotter & Associates of any and all back wages, penalties and/or interest owed to its employees or any other third party, including reasonable attorneys' fees and costs associated with such claim, cause of action, harm or loss.

Contents of Agreement

This Letter Agreement and the Exhibits attached hereto and incorporated herein, represent the entire understanding with respect to the Project and may only be modified in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

CLIENT:

Trotter and Associates, Inc.:

By:

By: Scott Trotter, P.E., BCEE

Title:

Title: President

Effective Date:

Date Signed:

Address for giving notices:

Village of Bartlett – Public Works
1150 Bittersweet Drive
Bartlett, IL 60103

Address for giving notices:

Trotter and Associates Inc
40W201 Wasco Road Suite D
St. Charles, IL 60174

Designated Representative:

Designated Representative:

Colin Shulick

Title:

Title: Vice President

Phone Number:

Phone Number: 630-587-0470

Facsimile Number:

Facsimile Number: 630-587-0475

E-Mail Address:

E-Mail Address: S.Trotter@Trotter-Inc.com

ATTACHMENTS:

EXHIBIT A – STANDARD TERMS AND CONDITIONS

EXHIBIT B – SCHEDULE OF HOURLY RATES AND REIMBURSIBLE EXPENSES

EXHIBIT C – SUPPLEMENTAL GENERAL CONDITIONS

EXHIBIT D – CONTRACT ADDENDUM