



# Village of Bourbonnais

## REGULAR VILLAGE BOARD MEETING ~ AGENDA ~

January 5, 2015

5:30 p.m.

CALL TO ORDER: President Paul Schore  
PLEDGE OF ALLEGIANCE

This notice posted  
this 30<sup>st</sup> day of  
December 2014 in  
accordance with the  
Open Meetings Act.

1. ROLL CALL: Clerk Simeur
2. APPROVAL OF MINUTES: December 15, 2014
  - a. Regular Board Minutes
3. REPORTS FROM COMMISSIONS AND ADVISORY BOARDS
4. BIDS AND QUOTES
5. CORRESPONDENCE
6. FINANCE COMMITTEE  
*Trustee Vera Amiano, Chair*
  - a. Consideration to Approve Accounts Payable January 5, 2015
  - b. Treasurer's Report
7. POLICE COMMITTEE  
*Trustee Bruce Greenlee, Chair*
8. COMMUNITY & ECONOMIC DEVELOPMENT  
*Trustee Vera Amiano, Chair*
9. PUBLIC WORKS COMMITTEE  
*Trustee Gary Residori, Chair*
  - a. **Resolution 15-1217 (A Resolution For Illinois Department of Transportation Construction Engineering Services Agreement For 6000N Road (Bourbonnais Parkway) Section 04-00066-00-WR**

10. **PARKS & RECREATION COMMITTEE**  
*Trustee Wayne Baranowski, Chair*
11. **FRANCHISE, LICENSE & ADMINISTRATION**  
*Trustee Rick Fischer, Chair*
12. **ANNEXATION, BUILDING & ZONING COMMITTEE**  
*Trustee Scott Byrne, Chair*
13. **COMMUNITY AFFAIRS & SERVICES COMMITTEE**  
*Trustee Vera Amiano, Chair*
14. **UTILITY COMMITTEE**  
*Trustee Gary Residori, Chair*
15. **BUILDINGS & GROUNDS COMMITTEE**  
*Trustee Scott Byrne, Chair*
16. **COMMITTEE MEETINGS SET**– See Calendar
17. **VILLAGE ADMINISTRATOR’S REPORT -**  
*Gregg Spathis, Administrator*
18. **VILLAGE ATTORNEY’S REPORT**  
*Patrick Dunn, Attorney*
19. **VILLAGE PRESIDENT’S REPORT**  
*Paul Schore, Village President*
20. **OLD BUSINESS**
21. **NEW BUSINESS**
22. **PUBLIC COMMENTS**
23. **ADJOURNMENT**



**Village of Bourbonnais  
REGULAR VILLAGE BOARD MEETING  
~ MINUTES ~**

*December 15, 2014*

**CALL TO ORDER:** The meeting was called to order at 5:30 p.m. by Village President Paul Schore. The pledge of allegiance was done by Thandie Keown, a 4<sup>th</sup> grader at St. Paul Lutheran Grade School.

1. **ROLL CALL:** Village Clerk Brian Simeur called the roll with the following Trustees present: Trustee Gary Residori, Trustee Vera Amiano, Trustee Bruce Greenlee, Trustee Scott Byrne, and Trustee Rick Fischer. Also in attendance were Village Treasurer Ron Riebe, Village Attorney Patrick Dunn and Village Administrator Gregg Spathis. Absent was Trustee Wayne Baranowski.
2. **APPROVAL OF MINUTES:** Motion made by Trustee Amiano and seconded by Trustee Fischer to suspend the reading and approve the public hearing minutes and the regular board meeting minutes from December 1, 2014. Motion passed on a voice vote of 5-0.
3. **REPORTS FROM COMMISSIONS AND ADVISORY BOARDS:** None.
4. **BIDS AND QUOTES:** None.
5. **CORRESPONDENCE:** None.

**6. FINANCE COMMITTEE:**

*Trustee Vera Amiano, Chair*

- a. Consideration to Approve Accounts Payable dated December 15, 2014:

Motion made by Trustee Amiano and seconded by Trustee Greenlee to approve the bills as presented.

Roll call vote:	Trustee Residori - Aye	Trustee Byrne - Aye
	Trustee Amiano - Aye	Trustee Baranowski - Absent
	Trustee Greenlee - Aye	Trustee Fischer - Aye

Motion passed on a vote of 5-0-1.

- b. Resolution 14-1215 (A Resolution Accepting And Approving An Audit Report For The Village Of Bourbonnais, Kankakee County, Illinois, For Fiscal Year Ending April 30, 2014).

Motion made by Trustee Amiano, seconded by Trustee Fischer to read said resolution by title only. Motion passed on a voice vote of 5-0.

Motion made by Trustee Amiano and seconded by Trustee Fischer to adopt said resolution.

Prior to the vote, Brian Creek from the audit firm of Borschnack & Pelletier noted that they are issuing an unqualified opinion.

Roll call vote:	Trustee Residori - Aye	Trustee Byrne - Aye
	Trustee Amiano - Aye	Trustee Baranowski - Absent
	Trustee Greenlee - Aye	Trustee Fischer - Aye

Motion passed on a vote of 5-0-1.

- c. Resolution 14-1216 (A Resolution Accepting And Approving A Compliance Report For The Bourbonnais Tax Increment Financing Districts, Village Of Bourbonnais, Kankakee County, Illinois, For Fiscal Year Ending April 30<sup>th</sup>, 2014).

Motion made by Trustee Amiano, seconded by Trustee Fischer to read said resolution by title only. Motion passed on a voice vote of 5-0.

Motion made by Trustee Amiano and seconded by Trustee Fischer to adopt said resolution.

Roll call vote:	Trustee Residori - Aye	Trustee Byrne - Aye
	Trustee Amiano - Aye	Trustee Baranowski - Absent
	Trustee Greenlee - Aye	Trustee Fischer - Aye

Motion passed on a vote of 5-0-1.

**7. POLICE COMMITTEE:**  
*Trustee Bruce Greenlee, Chair*

- a. Resolution 14-1214 (A Resolution Authorizing The Acceptance And Approval Of A Contract Between The Village Of Bourbonnais And The Fraternal Order Of Police Lodge No. 64 Patrol Unit For The Period May 1, 2014 Through April 30, 2018).

Motion made by Trustee Greenlee, seconded by Trustee Residori to read said resolution by title only. Motion passed on a voice vote of 5-0.

Motion made by Trustee Greenlee and seconded by Trustee Residori to adopt said resolution.

Prior to the vote, Village Attorney Pat Dunn gave an overview of the resolution and the agreement itself. Pat Dunn thanked all those that helped with the process.

Roll call vote:	Trustee Residori - Aye	Trustee Byrne - Aye
	Trustee Amiano - Aye	Trustee Baranowski - Absent
	Trustee Greenlee - Aye	Trustee Fischer - Aye

Motion passed on a vote of 5-0-1.

**8. COMMUNITY & ECONOMIC DEVELOPMENT: None.**  
*Trustee Vera Amiano, Chair*

**9. PUBLIC WORKS COMMITTEE: None.**  
*Trustee Gary Residori, Chair*

**10. PARKS & RECREATION COMMITTEE: None.**  
*Trustee Wayne Baranowski, Chair*

**11. FRANCHISE, LICENSE & ADMINISTRATION: None.**  
*Trustee Rick Fischer, Chair*

**12. ANNEXATION, BUILDING & ZONING COMMITTEE: None.**  
*Trustee Scott Byrne, Chair*

**13. COMMUNITY AFFAIRS & SERVICES COMMITTEE: None.**  
*Trustee Vera Amiano, Chair*

**14. UTILITY COMMITTEE:**  
*Trustee Gary Residori, Chair*

- a. Resolution 14-1212 (A Resolution Accepting Specific Public Improvements Heritage Meadows Subdivision).

Motion made by Trustee Greenlee, seconded by Trustee Byrne to read said resolution by title only. Motion passed on a voice vote of 5-0.

Motion made by Trustee Greenlee and seconded by Trustee Byrne to adopt said resolution.

Prior to the vote, Village Administrator Gregg Spathis gave a brief overview of the resolution.

Roll call vote:	Trustee Residori - Aye	Trustee Byrne - Aye
	Trustee Amiano - Aye	Trustee Baranowski - Absent
	Trustee Greenlee - Aye	Trustee Fischer - Aye

Motion passed on a vote of 5-0-1.

- b. Resolution 14-1213 (A Resolution Regarding Improvements in Heritage Meadows 3<sup>rd</sup> Addition).

Motion made by Trustee Residori, seconded by Trustee Byrne to read said resolution by title only. Motion passed on a voice vote of 5-0.

Motion made by Trustee Residori and seconded by Trustee Byrne to adopt said resolution.

Prior to the vote, Village Administrator Gregg Spathis gave a brief overview of the resolution.

Roll call vote:	Trustee Residori - Aye	Trustee Byrne - Aye
	Trustee Amiano - Aye	Trustee Baranowski - Absent
	Trustee Greenlee - Aye	Trustee Fischer - Aye

Motion passed on a vote of 5-0-1.

15. **BUILDINGS & GROUNDS COMMITTEE:** None.  
*Trustee Scott Byrne, Chair*

16. **COMMITTEE MEETINGS:**

- Tuesday, December 30, 2014 - Finance at 4:00 p.m.

17. **VILLAGE ADMINISTRATOR'S REPORT:** None.  
*Gregg Spathis, Administrator*

18. **VILLAGE ATTORNEY'S REPORT:** None.  
*Patrick Dunn, Attorney*

19. **VILLAGE PRESIDENT'S REPORT:**  
*Paul Schore, Village President*

- Mayor Schore wished everyone a Merry Christmas and Happy New Year.

- 20. **OLD BUSINESS:** None.
- 21. **NEW BUSINESS:** None.
- 22. **PUBLIC COMMENTS:** None.
- 23. **ADJOURNMENT:**

A motion was made by Trustee Residori and seconded by Trustee Byrne to adjourn the regular board meeting. Motion passed on a voice vote of 5-0 and the meeting adjourned at 5:45 p.m.

*Respectfully Submitted to*  
*Pending Board Approval*  
\_\_\_\_\_  
*Bryan Simeur, Village Clerk*

# BILL LIST FOR JANUARY 5, 2014

## SUMMARY

**GENERAL FUND:**

Payroll.....	<u>\$166,466.47</u>	
Check Register.....	<u>\$144,988.34</u>	
<b>Total General Fund checks for approval this Board Meeting.....</b>		<b>\$311,454.81 *</b>

**SPECIAL FUNDS:**

Farm & Fleet.....		975.93
Sewer Operating Fund.....		11,781.64
Motor Fuel Tax.....		7,799.48
Building Escrow.....		2,800.00
Refuse Disposal Fund.....		94,069.38
TIF Pledged Taxes Fund.....		7,402.50
Impact Fees Fund.....		<u>\$7,172.88</u>
<b>Total Special Fund checks for approval this Board Meeting.....</b>		<b>\$132,001.81 *</b>

**TOTAL CHECKS FOR APPROVAL THIS BOARD MEETING..... \$443,456.62 \***

# SUMMARY OF GENERAL FUND EXPENSES

As of January 5, 2015 Board Meeting

Total Amount Approved.....\$144,988.34

## GENERAL ACCOUNTS:

Administration.....	\$32.50	Sewer Operating Fund.....	\$210.45
Board.....	\$1,670.84	TIF Pledged Taxes Fund.....	\$0.00
Building/Code.....	\$150.08	<b>TOTAL.....</b>	<b><u>\$210.45</u></b>

## PAYABLES DUE FROM EMPLOYEE PAYROLL:

Central Service.....	\$26,904.45	Dependent Ins. Payable.....	\$91,998.20
Finance.....	\$68.60	Cancer Ins. Payable.....	<u>\$2,025.53</u>
Police.....	\$1,851.42	<b>TOTAL.....</b>	<b><u>\$94,023.73</u></b>
Parks.....	\$655.22		

## PAYABLES DUE FROM OTHER SOURCES:

Public Works.....	\$9,431.21	License Revenue.....	\$0.00
Street.....	\$118.09	Pop Machine Payable.....	\$115.00
Community Development.....	\$16.25		
Prepaid Expense.....	<u>\$6,724.00</u>		

Capital Expenses.....	\$3,016.50	<b>TOTAL.....</b>	<b><u>\$115.00</u></b>
<b>TOTAL.....</b>	<b><u>\$50,639.16</u></b>		

## PAYABLES DUE TO

Building Escrow Fund	0.00
Farm & Fleet Fund	0.00
Sewer Fund	0.00
TIF Fund	<u>0.00</u>
<b>TOTAL.....</b>	<b><u>\$0.00</u></b>

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM INVOICE	PO#	F/P ID LINE
GENERAL FUND	*****	.....				
<u>DUE FROM SEWER FUND</u>		.....				
AMERICAN FAMILY LIFE SEWER INS	19.20	DUE FROM SEWER FUND	01.1215	157670 98992		P 663 00008
AMERICAN GENERAL SEWER INS	31.25	DUE FROM SEWER FUND	01.1215	157676 JAN 15		P 663 00016
KANSAS CITY LIFE SEWER INS	50.00	DUE FROM SEWER FUND	01.1215	157620 JAN 14		P 663 00091
OZINGA ILLINOIS RMC INC CONCRETE BLOCKS-L/S	110.00	DUE FROM SEWER FUND	01.1215	157663 21903		P 663 00119
	210.45	.....				
<u>ADMINISTRATION</u>		.....				
AMERICAN GENERAL ADMIN INS	12.50	HEALTH/LIFE INSURANCE	01.11.000.4117	157676 JAN 15		P 663 00014
KANSAS CITY LIFE ADMIN INS	20.00	HEALTH/LIFE INSURANCE	01.11.000.4117	157620 JAN 14		P 663 00085
	32.50	.....				
<u>FINANCE</u>		.....				
AMERICAN FAMILY LIFE FINANCE INS	9.60	HEALTH/LIFE INSURANCE	01.13.000.4117	157670 98992		P 663 00005
AMERICAN GENERAL FINANCE INS	25.00	HEALTH/LIFE INSURANCE	01.13.000.4117	157676 JAN 15		P 663 00011
KANSAS CITY LIFE FINANCE INS	34.00	HEALTH/LIFE INSURANCE	01.13.000.4117	157620 JAN 14		P 663 00086
	68.60	.....				
<u>COMMUNITY DEVELOPMENT</u>		.....				
AMERICAN GENERAL COMM DEV INS	6.25	HEALTH/LIFE INSURANCE	01.15.000.4117	157676 JAN 15		P 663 00013
KANSAS CITY LIFE COMM DEV INS	10.00	HEALTH/LIFE INSURANCE	01.15.000.4117	157620 JAN 14		P 663 00087
	16.25	.....				

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM INVOICE	PO#	F/P ID LINE
GENERAL FUND	*****					
<u>PREPAID EXPENSES</u>						
ILLINOIS PUBLIC RISK FUN FEBRUARY 2014-WRK COMP	6,724.00	PREPAID EXPENSES	01.1510	157655 26109		P 663 00082
	6,724.00					
<u>POLICE</u>						
AMERICAN FAMILY LIFE POLICE INS	211.20	HEALTH/LIFE INSURANCE	01.20.000.4117	157670 98992		P 663 00006
AMERICAN GENERAL PD INS	193.75	HEALTH/LIFE INSURANCE	01.20.000.4117	157676 JAN 15		P 663 00012
COMMUNICATION REVOLVING COMM CHARGES-PD	498.55	COMMUNICATIONS SERVICE	01.20.000.4120	157699 T1517263		P 663 00030
GIRARD ACE HOME-LIGHTING ADHESIVE/TAPE	26.27	SUPPLIES-OTHER	01.20.000.4218	157636 040859/1		P 663 00063
KANSAS CITY LIFE POLICE INS	290.00	HEALTH/LIFE INSURANCE	01.20.000.4117	157620 JAN 14		P 663 00088
K3 CO.ANIMAL CONTROL DEP ANIMAL CONTROL	150.00	ANIMAL CONTROL	01.20.000.4139	157569 BO 112014		P 663 00092
MARQUIE & LAMBERT TIRE REPAIR #10	16.50	TIRES/TIRE REPAIRS-#010	01.20.010.4227	157580 288819		P 663 00099
TIRE REPAIR #15	283.28	TIRES/TIRE REPAIRS-#015	01.20.015.4227	157632 288911		P 663 00100
	299.78	*VENDOR TOTAL				
OFFICEMAX INCORPORATED DESK/WALL CALENDARS	48.60	SUPPLIES-OFFICE	01.20.000.4219	157570 738998		P 663 00110
DESK CALENDAR	30.95	SUPPLIES-OFFICE	01.20.000.4219	157704 043933		P 663 00103
	79.55	*VENDOR TOTAL				
RAY O'HERRON COMPANY EVIDENCE SUPPLIES	102.32	SUPPLIES-EQUIPMENT	01.20.000.4214	157680 141783-IN		P 663 00122
	1,851.42					
<u>DEPENDENT INS.PAYABLE</u>						
BLUE CROSS-BLUE SHIELD O HEALTH/HOSP INS	87,369.58	DEPENDENT INS.PAYABLE	01.2128	157681 JAN 15		P 663 00018
METROPOLITAN LIFE INS CO DENTAL INS	4,628.62	DEPENDENT INS.PAYABLE	01.2128	157716 JAN 15		P 663 00101
	91,998.20					

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM INVOICE	PO#	F/P ID LINE
GENERAL FUND	*****					
<u>CANCER INSURANCE PAYABLE</u>						
AMERICAN FAMILY LIFE DEDUCTABLE	2,025.53	CANCER INSURANCE PAYABLE	01.2129	157670 98992		P 663 00009
	2,025.53					
<u>BUILDING DEPARTMENT</u>						
ALTENBERGER/LINDELL REIMB TRAINING-SSBOA	30.00	TRAINING-ALTENBERGER	01.42.028.4134	157648 121814		P 663 00003
AMERICAN GENERAL BLDG INS	27.92	HEALTH/LIFE INSURANCE	01.42.000.4117	157676 JAN 15		P 663 00010
HAFNER/PAUL REIMB TRAINING-SSBOA	30.00	TRAINING-HAFNER	01.42.033.4134	157649 121814		P 663 00080
KANSAS CITY LIFE BLDG INS	36.51	HEALTH/LIFE INSURANCE	01.42.000.4117	157620 JAN 14		P 663 00089
PETTIBONE/P.F. ID-BOB STEINKE	25.65	PRINTING	01.42.000.4137	157709 32151		P 663 00120
	150.08					
<u>STREETS/DRAINAGE</u>						
GIRARD ACE HOME-LIGHTING NUT DRIVER-ST LIGHTS	8.09	SUPPLIES-STREETS	01.45.000.4210	157610 040877/1		P 663 00067
OZINGA ILLINOIS RMC INC CONCRETE BLOCKS-STREETS	110.00	SUPPLIES-STREETS	01.45.000.4210	157663 21903		P 663 00118
	118.09					
<u>PARKS</u>						
COMCAST CABLE MARCOTTE PARK	96.40	PARK MONITOR PHONE LINES	01.46.000.4120	157614 MARCOTT DEC14		P 663 00021
COMMONWEALTH EDISON-CHIC SLATER FIELD	482.88	COM ED (2371509001)-SLATE	01.46.216.4121	157615 SLATER DEC14		P 663 00027
EXPERT CHEMICAL & SUPPLY CAN LINERS-PARKS	75.94	PARK EXPENSES	01.46.000.4211	157599 830614		P 663 00037
	655.22					

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM INVOICE	PO#	F/P ID LINE
GENERAL FUND	*****					
<u>BOARD</u>						
AMERICAN FAMILY LIFE BOARD INS	19.20	HEALTH/LIFE INSURANCE	01.51.000.4117	157670 98992		P 663 00004
HERALD/THE HOLIDAY GREETING AD	84.00	ADVERTISING	01.51.000.4138	157662 83451		P 663 00081
KANCOMM COVERAGE-XMAS PARTY	356.64	CHRISTMAS PARTY EXPENSES	01.51.186.4133	157645 1214-001		P 663 00083
K3 CO.SHERIFF'S DEPARTME PD ASSIST-XMAS PARTY	1,152.00	CHRISTMAS PARTY EXPENSES	01.51.186.4133	157637 120714-BOUR		P 663 00093
THOLENS' LANDSCAPING FLOWES-R. FISCHER	59.00	CONTRACTS-OTHER	01.51.000.4151	157643 015676		P 663 00124
	1,670.84					
<u>CAPITAL EXPENSES</u>						
DURA-TECH ENTERPRISES, I INSTALL HARDWARE-SERVER TV AND CABLE INSTALL-	2,566.50 450.00 3,016.50	COMPUTER EQUIPMENT COMPUTER EQUIPMENT *VENDOR TOTAL	01.60.000.4816 01.60.000.4816	157630 103747 157656 9763		P 663 00032 P 663 00035
	3,016.50					
<u>PUBLIC WORKS</u>						
ALL POWER EQUIPMENT CHAINSAW	3.34	SUPPLIES - EQUIPMENT	01.41.000.4214	157701 112235		P 663 00002
AMERICAN FAMILY LIFE PW INS	96.00	HEALTH/LIFE INSURANCE	01.41.000.4117	157670 98992		P 663 00007
AMERICAN GENERAL PW INS	75.00	HEALTH/LIFE INSURANCE	01.41.000.4117	157676 JAN 15		P 663 00015
ANGEL PEST CONTROL LLC EXTERMINATION-PW	45.00	EXTERMINATION	01.41.000.4140	157575 41980		P 663 00017
DAVID BRUCE PONTIAC-TOYO SENSOR #10	58.95	SUPPLIES - VEHICLES	01.41.000.4213	157574 341844		P 663 00031
EXPERT CHEMICAL & SUPPLY CAN LINERS-PW BLDG CHAIRS-PW BLDG	39.50 236.00 275.50	SUPPLIES - BUILDING SUPPLIES - BUILDING *VENDOR TOTAL	01.41.000.4212 01.41.000.4212	157599 830614 157669 830711		P 663 00036 P 663 00038

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM INVOICE	PO#	F/P ID LINE
GENERAL FUND	*****						
<u>PUBLIC WORKS</u>	*****						
FISHER AUTO PARTS, INC.							
	TIE ROD/OIL FILTER-HUMVEE	67.52	SUPPLIES - VEHICLES	01.41.000.4213	157579 312-114180		P 663 00041
	IGNITION COIL #20	57.90	SUPPLIES - VEHICLES	01.41.000.4213	157581 312-114012		P 663 00039
	IGNITION COIL #20	57.90	SUPPLIES - VEHICLES	01.41.000.4213	157582 312-114075		P 663 00040
	BRAKE PADS/ROTOR PD#12	191.19	SUPPLIES - VEHICLES	01.41.000.4213	157590 312-114516		P 663 00045
	OIL FILTERS-PD SQUADS	10.90	SUPPLIES - VEHICLES	01.41.000.4213	157591 312-114506		P 663 00044
	ANTIFREEZE	58.76	SUPPLIES - VEHICLES	01.41.000.4213	157603 312-114548		P 663 00046
	AIR FILTER #107	52.47	EQUIPMENT SUPPLIES-#107	01.41.107.4214	157604 312-114504		P 663 00043
	OIL FILTERS-PD SQUADS	23.05	SUPPLIES - VEHICLES	01.41.000.4213	157605 312-114575		P 663 00047
	RETURN TIE ROD-HUMVEE	58.71CR	SUPPLIES - VEHICLES	01.41.000.4213	157606 312-114495		P 663 00042
	BATTERY #80	133.96	VEHICLE SUPPLIES-#80	01.41.080.4213	157631 312-114683		P 663 00048
	PAINT-SHOP SUPPLIES	31.67	SUPPLIES - OTHER	01.41.000.4218	157647 312-115041		P 663 00051
	PRIMER/PAINT#05	365.86	SUPPLIES - VEHICLES	01.41.000.4213	157652 312-114903		P 663 00050
	TIE ROD-#5 HUMVEE	128.66	SUPPLIES - VEHICLES	01.41.000.4213	157653 312-114895		P 663 00049
	CAR WASH POWDER	74.21	SUPPLIES - OTHER	01.41.000.4218	157687 312-115494		P 663 00060
	DITZLER PAINT-HUMVEE	64.78	SUPPLIES - VEHICLES	01.41.000.4213	157689 312-115327		P 663 00058
	OIL ALL VEHICLES	59.83	SUPPLIES - VEHICLES	01.41.000.4213	157690 312-115351		P 663 00059
	BATTERY #88	412.35	VEHICLE SUPPLIES-#88	01.41.088.4213	157691 312-115270		P 663 00056
	RETURN BATTERY	67.50CR	SUPPLIES - VEHICLES	01.41.000.4213	157692 312-115294		P 663 00057
	PAINT FOR #5 HUMVEE	179.73	SUPPLIES - VEHICLES	01.41.000.4213	157693 312-115252		P 663 00055
	RETURN PAINT	67.31CR	SUPPLIES - VEHICLES	01.41.000.4213	157694 312-115213		P 663 00053
	WIRE FOR SHOP	10.57	SUPPLIES - OTHER	01.41.000.4218	157695 312-115228		P 663 00054
	PRIMER-#5 HUMVEE	67.31	SUPPLIES - VEHICLES	01.41.000.4213	157703 312-115209		P 663 00052
		1,855.10	*VENDOR TOTAL				
GIRARD ACE HOME-LIGHTING							
	BATTERIES-SHOP	24.16	SUPPLIES - EQUIPMENT	01.41.000.4214	157576 040797/1		P 663 00061
	MOUSE TRAPS-BLDG	17.96	SUPPLIES - BUILDING	01.41.000.4212	157592 040839/1		P 663 00062
	SCREW DRIVER	5.39	SMALL TOOLS	01.41.000.4228	157685 040978/1		P 663 00068
	RATCHET	13.99	SMALL TOOLS	01.41.000.4228	157686 040991/1		P 663 00069
		61.50	*VENDOR TOTAL				
GORDON ELECTRIC SUPPLY							
	SUPPLIES-PAINT PW	33.69	SUPPLIES - BUILDING	01.41.000.4212	157664 S1416216.001		P 663 00077
	LAMP FOR SANDBLASTER	17.16	SUPPLIES - EQUIPMENT	01.41.000.4214	157667 S1415381.001		P 663 00072
	CONDUITS-BLDG SUPP	81.94	SUPPLIES - BUILDING	01.41.000.4212	157682 S14168169.001		P 663 00079
		132.79	*VENDOR TOTAL				
KANSAS CITY LIFE							
	PW INS	126.51	HEALTH/LIFE INSURANCE	01.41.000.4117	157620 JAN 14		P 663 00090
LIBERTY FIRE EQUIPMENT,							
	FIRE EXTING-FOR VEHICLES	95.80	SUPPLIES - VEHICLES	01.41.000.4213	157577 74126		P 663 00097
	FIRE EXTING-BUILDING	135.90	SUPPLIES - BUILDING	01.41.000.4212	157578 74123		P 663 00096
		231.70	*VENDOR TOTAL				
MAB PAINT STORE #805							
	PAINT-PW BLDG	176.79	SUPPLIES - BUILDING	01.41.000.4212	157611 6468-2		P 663 00098

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
GENERAL FUND	*****							
<u>PUBLIC WORKS</u>								
OFFICEMAX INCORPORATED								
TONER/TAPE/POST ITS ETC	359.59	SUPPLIES - OFFICE	01.41.000.4219	157609 783854				P 663 00112
TONER/INK	505.87	SUPPLIES - OFFICE	01.41.000.4219	157698 102541				P 663 00107
	865.46	*VENDOR TOTAL						
SECURITY LUMBER								
COVE BASE-PW BLDG	127.77	SUPPLIES - BUILDING	01.41.000.4212	157638 558064				P 663 00123
WINTER EQUIPMENT CO., IN								
PLOW GUARDS/BLADES	5,299.80	SUPPLIES - VEHICLES	01.41.000.4213	157634 IV24652				P 663 00129
	9,431.21							
<u>CENTRAL SERVICES</u>								
A TOUCH OF GLASS								
CUSTODIAL DEC 2014	2,054.00	M/R BUILDINGS	01.52.000.4112	157677 I141227639				P 663 00001
CALL ONE								
LOCAL/LONG DISTANCE	2,153.69	TELEPHONE EXPENSES	01.52.000.4120	157640 DEC 14				P 663 00019
COMCAST CABLE								
INTERNET 255 MOONEY	79.90	COMCAST INTERNET SERVICE	01.52.322.4150	157717 255MOON DEC14				P 663 00022
COMMONWEALTH EDISON-CHIC								
TRIANGLE	66.92	UTILITIES	01.52.000.4121	157567 TRIANG DEC14				P 663 00029
RIVARD DEC14	223.38	UTILITIES	01.52.000.4121	157596 RIVARD DEC14				P 663 00026
GOSELIN PARK	29.62	UTILITIES	01.52.000.4121	157600 GOSEL DEC14				P 663 00023
LETOURNEAU HOME	53.77	UTILITIES	01.52.000.4121	157616 LETOUR DEC14				P 663 00024
RECREATION FACILITY	15.48	UTILITIES	01.52.000.4121	157711 RECREAT DEC14				P 663 00025
STREET LIGHTING	2,490.68	COM ED(4519121007)-ST.LT	01.52.211.4122	157712 ST LT DEC14				P 663 00028
	2,879.85	*VENDOR TOTAL						
DURA-TECH ENTERPRISES, I								
IT SERVICES-REMOTE ACCES	189.99	COMPUTER SERVICES	01.52.000.4150	157658 103764				P 663 00034
IT SERVICES-GREGG'S PHON	59.00	COMPUTER SERVICES	01.52.000.4150	157659 103759				P 663 00033
	248.99	*VENDOR TOTAL						
GIRARD ACE HOME-LIGHTING								
COMP NUT-ADMIN DOOR	2.51	SUPPLIES-BUILDING	01.52.000.4212	157602 040872/1				P 663 00064
ANT SPRAY-SAFETY TOWN	7.72	SUPPLIES - BUILDING SAFE	01.52.004.4212	157610 040877/1				P 663 00065
XMAS LIGHT TESTER	6.18	SUPPLIES-OTHER	01.52.000.4218	157610 040877/1				P 663 00066
	16.41	*VENDOR TOTAL						

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM INVOICE	PO#	F/P ID LINE
GENERAL FUND	*****	*****				
<u>CENTRAL SERVICES</u>						
GORDON ELECTRIC SUPPLY						
STREET LIGHTING	121.05	STREET LIGHTING	01.52.000.4122	157597 S1414474.001		P 663 00070
RETURN PHOTOCONTROL	8.52CR	STREET LIGHTING	01.52.000.4122	157598 S1414483.001		P 663 00071
LED LAMP-M/C	63.60	SUPPLIES-BUILDING	01.52.000.4212	157665 S1415931.001		P 663 00075
STREET LIGHT TIMERS	77.02	STREET LIGHTING	01.52.000.4122	157666 S1415769.001		P 663 00073
LAMPS FOR TRIANGLE	72.46	SUPPLIES-OTHER	01.52.000.4218	157668 S1416116.001		P 663 00076
PARTS-TRIANGLE	19.18	SUPPLIES-OTHER	01.52.000.4218	157683 S1416567.001		P 663 00078
STREET LIGHT TIMERS	48.20	STREET LIGHTING	01.52.000.4122	157684 S1415769.002		P 663 00074
	392.99	*VENDOR TOTAL				
KANE, MCKENNA AND ASSOC.						
DOWNTOWN TIF PROF SERV	375.00	OTHER PROF. SERVICES	01.52.000.4154	157595 12749		P 663 00084
LAW OFFICE PATRICK T DU						
LEGAL SERVICES	5,631.48	LEGAL SERVICES	01.52.000.4128	157708 11/19-12/11/14		P 663 00094
LAW OFFICE PATRICK T DU						
LEGAL SERVICES-UNION	1,575.00	LEGAL-UNION NEGOTIATIONS	01.52.000.4131	157708 11/19-12/11/14		P 663 00095
	7,206.48	*VENDOR TOTAL				
NICOR GAS-AURORA						
SAFETY TOWN	48.46	UTILITIES	01.52.000.4121	157613 SAFETY DEC14		P 663 00102
OFFICEMAX INCORPORATED						
COPY PAPER/CERT COVERS	155.60	SUPPLIES - OFFICE	01.52.000.4219	157571 689916		P 663 00109
PETTY CASH RECEIPTS	18.68	SUPPLIES - OFFICE	01.52.000.4219	157607 523525		P 663 00108
VARIOUS OFFICE SUPPLIES	92.57	SUPPLIES - OFFICE	01.52.000.4219	157608 777905		P 663 00111
SOFPULL TOWEL DISP-M/C	62.76	SUPPLIES-BUILDING	01.52.000.4212	157646 941982		P 663 00113
CHAIRMAT	49.51	SUPPLIES - OFFICE	01.52.000.4219	157705 061056		P 663 00104
RUBBER BANDS/BINDER CLIP	30.06	SUPPLIES - OFFICE	01.52.000.4219	157706 070245		P 663 00105
BINDER CLIPS	2.96	SUPPLIES - OFFICE	01.52.000.4219	157707 070466		P 663 00106
	412.14	*VENDOR TOTAL				
OUTSEN ELECTRIC, INC.						
ARMOUR & CONVENT	3,961.82	M/R TRAFFIC SIGNALS	01.52.000.4116	157594 27678		P 663 00114
RT 45 & BURNS RD	145.05	M/R TRAFFIC SIGNALS	01.52.000.4116	157641 27700		P 663 00116
133 MOHAWK & 45	114.00	M/R TRAFFIC SIGNALS	01.52.000.4116	157642 27685		P 663 00115
MAIN & STRATFORD	426.98	M/R TRAFFIC SIGNALS	01.52.000.4116	157696 27727		P 663 00117
	4,647.85	*VENDOR TOTAL				
PITNEY BOWES GLOBAL						
POSTAGE MACHINE RENTAL	421.10	POSTAGE/METER USAGE	01.52.000.4135	157661 0809483-DC14		P 663 00121

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM INVOICE	PO#	F/P ID LINE
GENERAL FUND	*****					
<u>CENTRAL SERVICES</u>						
TYSON ENGINEERING						
2014 MISC ENGINEERING	665.00	ENGINEERING	01.52.000.4130	157572 E14052.E1	2036	P 663 00125
DOWNTOWN TIF AND BUS ARE	123.75	OTHER TIF EXPENSES	01.52.714.4130	157586 14-7301		P 663 00126
	788.75	*VENDOR TOTAL				
U.S. BANK EQUIPMENT FINA						
COPIER LEASE	353.84	MAINT.AGREE.-BUILDING	01.52.000.4115	157697 268800612		P 663 00127
WEBFOOT DESIGNS, INC.						
BALANCE-WEBSITE DEVELOPM	4,825.00	COMPUTER SERVICES	01.52.000.4150	157660 15668		P 663 00128
	26,904.45					
<u>POP MACHINE PAYABLE</u>						
COCA-COLA ENTERPRISES						
POP MACHINE RENTAL	115.00	POP MACHINE LIABILITY	01.2429	157710 0700001273		P 663 00020
	115.00					
GENERAL FUND	144,988.34	*****				

**SUMMARY OF SPECIAL FUND EXPENSES**  
**For the January 5, 2015 Board Meeting**

Total Amount Approved-----	<u>\$132,001.81</u>
Building Escrow Account-----	\$2,800.00
Community Fund Account-----	\$0.00
Farm & Fleet Account-----	\$975.93
Motor Fuel Tax Fund-----	\$7,799.48
Impact Fee Fund-----	\$7,172.88
Refuse Disposal Fund-----	\$94,069.38
Sewer Operating Fund-----	\$11,781.64
TIF5 Fund-----	\$7,402.50

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
<u>FARM &amp; FLEET</u>	*****						
FARM & FLEET							
DRILL/IMPACT KIT	269.00	SMALL TOOLS	01.41.000.4228	157584	CK # 923		P 665 00001
INNERSIDE BOX #81	459.98	VEHICLE SUPPLIES-#81	01.41.081.4213	157584	CK # 923		P 665 00002
SAFETY SHOES-TESTA	122.98	SUPPLIES - SAFETY EQUIP.	01.41.000.4223	157585	CK# 922		P 665 00003
SAFETY SHOES-DAVISON	112.98	SUPPLIES - SAFETY EQUIP.	01.41.000.4223	157585	CK# 922		P 665 00004
WINTER GEAR-DAVISON	10.99	RAIN/WINTER WEAR	01.41.000.4149	157585	CK# 922		P 665 00005
	975.93	*VENDOR TOTAL					
FARM & FLEET	975.93	*****					
<u>MOTOR FUEL TAX FUND</u>	*****						
GALLAGHER ASPHALT CORP.							
2014 ST MAINT-REVISED DI	2,558.17	M/R STREETS	03.00.000.4114	157619	E14051 PAY #2		P 664 00009
2014 MFT ST MAINT	1,271.15	M/R STREETS	03.00.000.4114	157714	E14051 PAY 3		P 664 00010
	3,829.32	*VENDOR TOTAL					
GROSSO TRUCKING INC							
2014 ST MAINT-SPRAY PATC	3,497.25	M/R STREETS	03.00.000.4114	157617	E14051 PAY #1		P 664 00014
TYSON ENGINEERING							
BURNS RD PHASE 2	255.98	BURNS ROAD PHASE 2	03.00.288.4130	157573	E05055C 12015		P 664 00022
2014 MFT ST MAIN GRP 9	139.89	ENGINEERING	03.00.000.4130	157618	E14051.E1 1207		P 664 00024
2014 MFT ST MAINT	77.04	ENGINEERING	03.00.000.4130	157715	E14051.E1 2081		P 664 00025
	472.91	*VENDOR TOTAL					
MOTOR FUEL TAX FUND	7,799.48	*****					
<u>T.I.F. FUND-#5</u>	*****						
TYSON ENGINEERING							
BOURB CREEK PROJ	7,402.50	BOURBONNAIS CREEK PROJEC	05.00.763.4172	157587	E13121.E2 2035		P 664 00023
T.I.F. FUND-#5	7,402.50	*****					
<u>BUILDING ESCROW FUND</u>	*****						
KESLIN ENGINEERING, INC.							
PLAN REV-FRESH FRUIT PRO	2,050.00	DUE FROM BLDG CONTRACTOR	07.1221	157639	27993		P 664 00015
M.GINGERICH, GERAUX & A							
PLAN REVIEW-TERRACES DRA	750.00	DUE FROM BLDG CONTRACTOR	07.1221	157601	27542		P 664 00017
BUILDING ESCROW FUND	2,800.00	*****					

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM INVOICE	PO#	F/P ID LINE
<b>IMPACT FEES FUND</b>						
*****						
OUTSEN ELECTRIC, INC. STREET LIGHT-COBBLESTONE	7,172.88	COBBLESTONE/STONEBRIDGE	10.00.902.4814	157671 27724		P 664 00020
IMPACT FEES FUND	7,172.88	*****				
<b>REFUSE DISPOSAL FUND</b>						
*****						
ALLIED WASTE SERVICES #7 GARBAGE SERV DEC 2014	94,069.38	WASTE REMOVAL CONTRACT	11.00.000.4151	157644 0721-004633674		P 664 00002
REFUSE DISPOSAL FUND	94,069.38	*****				
<b>SEWER OPERATING FUND</b>						
*****						
ACS CASS CERTIFICATION	393.18	COMPUTER SERVICES	04.00.000.4150	157568 1101337		P 664 00001
BC SYSTEMS REPAIR ELECTRIC CONTROLS INSPECT BURCHES L/S	245.00 290.00 535.00	M/R GROUNDS M/R GROUNDS *VENDOR TOTAL	04.00.000.4113 04.00.000.4113	157688 6367 157702 6365		P 664 00004 P 664 00003
COMMONWEALTH EDISON-CHIC LIFTSTATIONS	4,186.64	COM ED (4323162067) -LFT.S	04.00.207.4121	157713 LIFTSTAT DEC14		P 664 00005
DURA-TECH ENTERPRISES, I LAPTOP-SEWER DEPT	1,475.00	EQUIPMENT	04.00.000.4811	157657 9761		P 664 00006
FISHER AUTO PARTS, INC. BATTERY #147 FUEL TANK CAP #141	98.49 7.09 105.58	VEHICLE SUPPLIES-#147 SUPPLIES-#141 *VENDOR TOTAL	04.00.147.4213 04.00.141.4214	157633 312-114761 157654 312-114921		P 664 00007 P 664 00008
GIRARD ACE HOME-LIGHTING FASTENERS-SEWER TOOLS-SEWER DEPT TAPE FOR JETTER TRUCK	5.94 134.42 27.19 167.55	SUPPLIES-OTHER SMALL CAPITAL EQUIP. SUPPLIES-EQUIPMENT *VENDOR TOTAL	04.00.000.4218 04.00.000.4228 04.00.000.4214	157593 040840/1 157650 040923/1 157651 040918/1		P 664 00011 P 664 00013 P 664 00012
LOGICAL CONCEPTS INC LIFTSTATION WIRELESS SER	4,248.00	COMMUNICATIONS SERVICES	04.00.000.4120	157678 44246		P 664 00016
MENARDS PARTS-BRIARCLIFF L/S	72.97	M/R GROUNDS	04.00.000.4113	157583 95049		P 664 00018

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
<u>SEWER OPERATING FUND</u>							
*****							
NICOR GAS-AURORA BRIARCLIFF LIFTSTATION	23.72	UTILITIES	04.00.000.4121	157635	BRIAR DEC14		P 664 00019
THE CENTRE SEWER ANSWERING SERVICE	199.00	COMMUNICATIONS SERVICES	04.00.000.4120	157612	31212		P 664 00021
TYSON ENGINEERING 157 SLIPLINING TO ARMOUR	375.00	SLIPLINING TO ARMOUR ROA	04.00.512.4814	157589	14-T612 12034		P 664 00026
SEWER OPERATING FUND	11,781.64	*****					

SPECIAL FUNDS: 132,001.81

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**VILLAGE OF BOURBONNAIS**

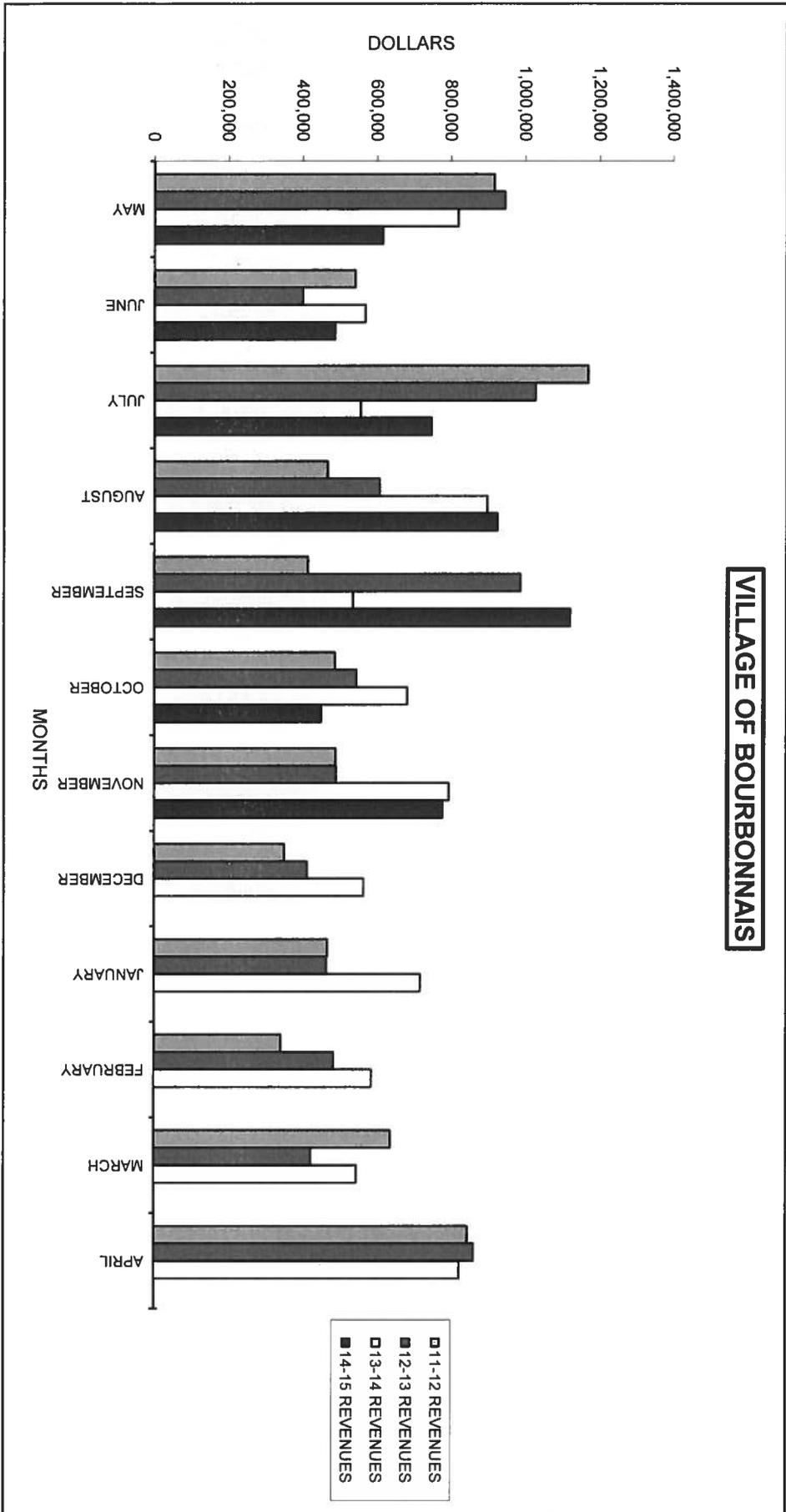
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FINANCIAL SUMMARY

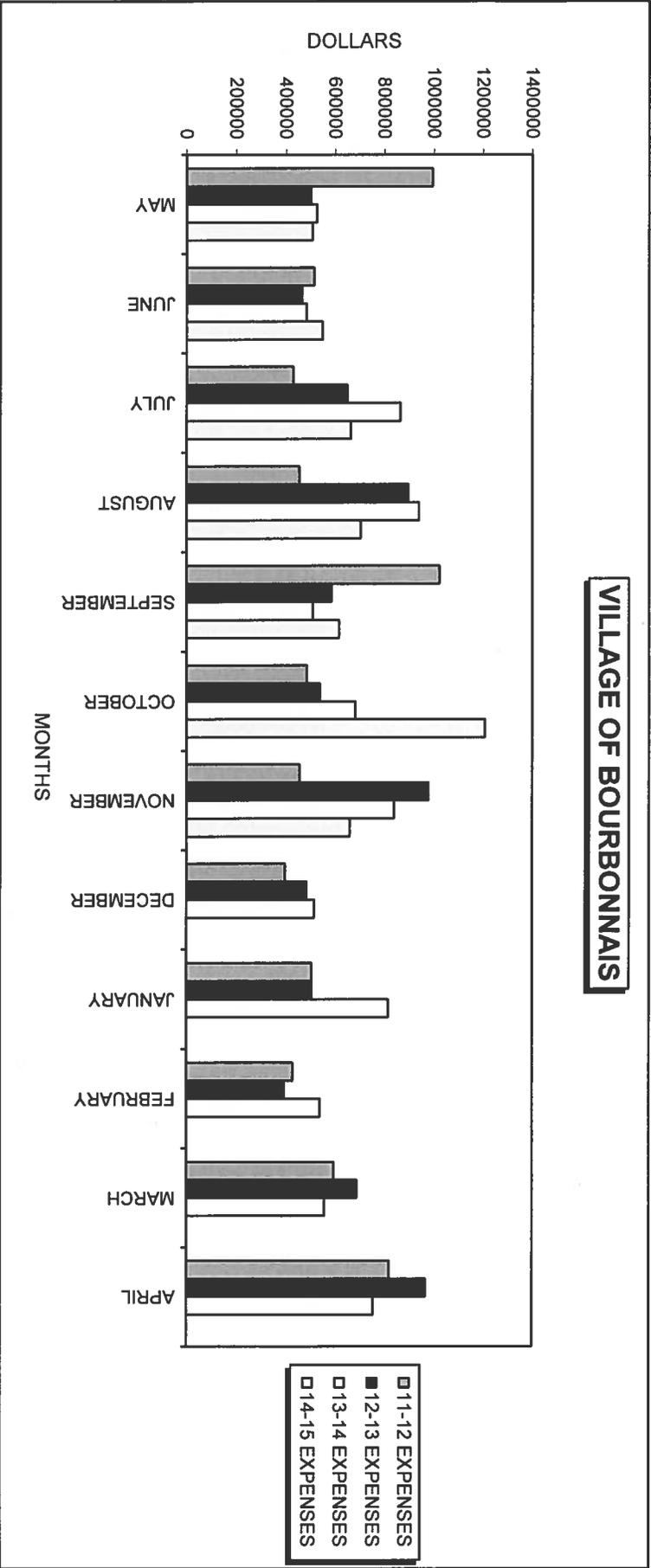
2014-15

<b>REVENUES</b>	<b>YEAR TO DATE NOVEMBER</b>
<b>TAX</b>	\$4,151,616
<b>LICENSE</b>	\$2,175
<b>FINE</b>	\$89,475
<b>REIMBURSEMENT</b>	\$410,192
<b>FRANCHISE</b>	\$230,545
<b>PERMIT</b>	\$131,116
<b>MISCELLANEOUS</b>	\$106,596
<b>TOTAL REVENUE</b>	<u><u>\$5,121,715</u></u>
<b>EXPENSES</b>	
<b>ADMINISTRATION</b>	\$117,752
<b>FINANCE</b>	\$137,652
<b>COMMUNITY DEVELOPMENT</b>	\$62,093
<b>POLICE</b>	\$2,071,013
<b>PUBLIC WORKS</b>	\$638,616
<b>CODE</b>	\$158,664
<b>STREETS</b>	\$202,092
<b>PARKS</b>	\$77,527
<b>BOARD</b>	\$65,428
<b>CENTRAL SERVICES</b>	\$1,057,656
<b>CAPITAL PROJECTS</b>	\$314,411
<b>DEBT SERVICE</b>	
<b>TOTAL EXPENSES</b>	<u><u>\$4,902,904</u></u>
<b>DIFFERENCE</b>	<u><u>\$218,811</u></u>

# VILLAGE OF BOURBONNAIS



# VILLAGE OF BOURBONNAIS



**VILLAGE OF BOURBONNAIS, ILLINOIS**

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**RESOLUTION 15-1217**

**A RESOLUTION FOR ILLINOIS DEPARTMENT OF TRANSPORTATION  
CONSTRUCTION ENGINEERING SERVICES AGREEMENT FOR 6000N ROAD  
(BOURBONNAIS PARKWAY) SECTION 04-00066-00-WR**

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**ADOPTED BY THE  
BOARD OF TRUSTEES OF THE  
VILLAGE OF BOURBONNAIS  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2015.**

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Published in pamphlet form by authority of the Board of Trustees of the Village of Bourbonnais,  
Kankakee County, Illinois this \_\_\_\_ day of \_\_\_\_\_, 2015.

STATE OF ILLINOIS        )  
  )  
COUNTY OF KANKAKEE    )        SS.

**CERTIFICATION OF RESOLUTION**

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk for the Village of Bourbonnais, Kankakee County, Illinois (the “Municipality”), and that as such official I am the keeper of the records and files of the Municipality and its President and Board of Trustees ( the “Corporate Authorities”).

I do further certify that the foregoing is a full, true and complete excerpt from the proceedings of the meeting of the Corporate Authorities held on the \_\_\_\_\_ day of \_\_\_\_\_ 2015, insofar as the same relates to the adoption of a Resolution numbered and entitled:

**RESOLUTION 15-1217**

**A RESOLUTION FOR ILLINOIS DEPARTMENT OF TRANSPORTATION  
CONSTRUCTION ENGINEERING SERVICES AGREEMENT FOR 6000N ROAD  
(BOURBONNAIS PARKWAY) SECTION 04-00066-00-WR**

a true, correct and complete copy of which Resolution as adopted at such meeting appears in the proceedings of such meeting.

I do hereby further certify that the deliberations of the Corporate Authorities on the adoption of said resolution were conducted openly, that the vote on the adoption of said resolution was taken openly and was preceded by a public recital of the matter being considered and such other information as would inform the public of the business being conducted, that such meeting was held at a specified time and place, convenient to the public, that notice of such meeting was duly given to all news media requesting such notice, that said meeting was called and held in strict compliance with the provisions of the open meetings laws of the State of Illinois, as amended, and that the Corporate Authorities have complied with all of the procedural rules of the Corporate Authorities.

IN WITNESS WHEREOF, I hereunto affix my official signature, and the Municipality’s seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

(SEAL)

\_\_\_\_\_  
Village Clerk

**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Bourbonnais, Kankakee County, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by the following vote:

Trustee Residori	Aye - _____	Nay - _____	Absent - _____
Trustee Amiano	Aye - _____	Nay - _____	Absent - _____
Trustee Greenlee	Aye - _____	Nay - _____	Absent - _____
Trustee Byrne	Aye - _____	Nay - _____	Absent - _____
Trustee Baranowski	Aye - _____	Nay - _____	Absent - _____
Trustee Fischer	Aye - _____	Nay - _____	Absent - _____

**TOTALS:**            AYE - \_\_\_\_\_ NAY - \_\_\_\_\_ ABSENT- \_\_\_\_\_

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**PAUL SCHORE**  
Village President

**ATTEST:**

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**BRIAN SIMEUR**  
Village Clerk

Local Agency Village of Bourbonnais	<b>LOCAL AGENCY</b>	 <b>Illinois Department of Transportation</b>  <b>Construction Engineering Services Agreement For Federal Participation</b>	<b>CONSULTANT</b>	Consultant Tyson Engineering, Inc.
County Kankakee				Address 367 South Schuyler Avenue
Section 04-00066-00-WR				City Kankakee
Project No. HPP-4066(002)				State IL
Job No. C-93-108-09				Zip Code 60901
Contact Name/Phone/E-mail Address Mayor Paul Schore/815-937-3570 Mayor@villageofbourbonnais.com	Contact Name/Phone/E-mail Address Steven McBurney/815-932-7406/ smcburney@tysoneng.com			

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

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

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

#### Project Description

Name 6000 N Road (Bourbonnais Parkway) Route FAU 6226 Length 0.25 Mi Structure No. \_\_\_\_\_  
Termini Stonebridge Boulevard to US 45/52

Description: Construction of 6000 N Road (Bourbonnais Parkway) from Stonebridge Boulevard to US 45/52

#### Agreement Provisions

##### I. THE ENGINEER AGREES,

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

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

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

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

**II. THE LA AGREES,**

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

Cost Plus Fixed Fee Formulas

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

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

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

Specific Rate  (Pay per element)

Lump Sum  \_\_\_\_\_

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

With Retainage

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

Without Retainage

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

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

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

### III. It is Mutually Agreed,

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

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

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

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

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





AVERAGE HOURLY PROJECT RATES

ROUTE: FAU 6226

SECTION: 04-00066-00-WR

COUNTY: KANKAKEE

JOB NO.: C-93-108-09

PROJECT NO.: HPP-4066(002)

FIRM: TYSON ENGINEERING, INC  
367 S. SCHUYLER AVENUE  
KANKAKEE, IL 60901

PAYROLL CLASSIFICATION	AVERAGE HOURLY RATES		MATERIAL TESTING			STAKING			INSPECTION			PAYMENT ESTIMATES, RECORDS, AND DOCUMENTATION			AS BUILT			CLOSEOUT				
	HOURS	% PART.	WGTD RATE	HOURS	% PART.	WGTD RATE	HOURS	% PART.	WGTD RATE	HOURS	% PART.	WGTD RATE	HOURS	% PART.	WGTD RATE	HOURS	% PART.	WGTD RATE	HOURS	% PART.	WGTD RATE	
PRINCIPAL ENGINEER			\$84.13																			
LAND SURVEYOR 3			\$38.97				4	4.17%	\$1.62													
SENIOR ENGINEER 1			\$50.19																			
PROJECT ENGINEER 2			\$41.07	4	20.00%	\$8.21				40	16.9%	\$6.96	8	10.81%	\$4.44							
ENGINEERING TECHNICIAN 1			\$20.60																			
CAD TECHNOLOGIST 1			\$27.15				20	20.83%	\$5.66													
RESIDENT ENG. REP. 2			\$44.66	16	80.00%	\$35.73				150	63.56%	\$28.39	48	64.86%	\$28.97	36	62.07%	\$16.85				
RESIDENT ENG. REP. 1			\$11.75							40	16.95%	\$1.99	12	16.22%	\$1.91	22	37.93%	\$16.94	56	84.85%	\$37.89	
ADMINISTRATIVE 2			\$19.97										6	8.11%	\$1.62				6	9.09%	\$1.82	
FIELD CREW CHIEF			\$28.32				36	37.50%	\$10.62													
FIELD CREW MEMBER 1			\$18.02				36	37.50%	\$6.76													
<b>TOTAL</b>	20	100.0%	\$43.94	236	100.0%	\$39.48	96	100.0%	\$24.66	74	100.0%	\$36.93	58	100.0%	\$33.79	66	100.0%	\$42.20				



**Construction of Bourbonnais Parkway  
Phase III Services  
Section 04-00066-00-WR**

**Direct Costs**

**In-House Direct Costs**

Staking		
Mileage (120 x 0.55)	<u>\$66</u>	
Total Staking		\$66
Inspection		
Mileage (1200 x 0.55)	<u>\$660</u>	
Total Inspection		\$660
As Builts		
Prints (3 large x \$90)	<u>\$270</u>	
Total As Builts		<u>\$270</u>
Total In-House Direct Costs		<u>\$996</u>

**Services by Others**

Material Testing		
HMA and Aggregate base (Geocon)	\$1526	
Concrete (Terracon)	<u>\$6688</u>	
Total Material Testing		<u>\$8214</u>
Total Services by Others		<u>\$8214</u>



June 16, 2014

Steve McBurney P.E.  
Tyson Engineering  
367 South Schuyler Avenue  
Kankakee, Illinois 60901

Subject: Construction Testing and Inspection Services  
6000N Road  
Bourbonnais, IL  
GEOCON Proposal No.: 14-GP001

Dear Ms. Barker:

GEOCON Professional Services, LLC (GEOCON) is pleased to submit this proposal for providing construction materials testing services on the above referenced project. A brief discussion of the scope of services to be provided is included in the following paragraphs.

#### **SCOPE OF WORK**

GEOCON proposes to provide technical personnel to perform the necessary testing and inspection services in accordance with project specifications, and IDOT requirements. It is understood that the testing services required for your project will include the following:

- *HMA Field Testing*
- *Stone Base Compaction Testing*

#### **FEE PROPOSAL**

It is proposed to perform the services on a unit charge basis in accordance with the Proposed Fee Schedule and pursuant to the General Conditions, both of which are enclosed herein and considered part of this proposal. Based upon the construction schedule provided, it is estimated that the total fee for testing and inspection services be on the order of \$1,526.00. The final compensation will depend upon the actual number of laboratory tests performed and technical time expended for each project. Any special equipment or test procedures not included on the fee schedule can be quoted upon request.

Page No. 2

**AUTHORIZATION**

GEOCON will proceed with the work on the basis of written authorization. Please sign in the acceptance block below and return one copy of this proposal for our files.

Should you have any questions regarding this proposal, or if we could be of any other assistance, please feel free to call us at our office. We are looking forward to working with you.

Sincerely,  
**GEOCON Professional Services, LLC**



Doug Jury  
Laboratory Manager

Attachments:            Proposed Fee Schedule  
                              Budget Estimate  
                              General Conditions

**ACCEPTANCE OF PROPOSAL AND ENCLOSURES**

FIRM: Tyson Engineering  
SIGNATURE: David A. Tyson  
NAME: David A. Tyson  
TITLE: President  
DATE: Dec. 29, 2014

**GEOCON Professional Services  
2014 Construction Testing Rates**

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**FIELD TESTING**

Senior Engineering Technician \$109.00/Hour  
(Rate includes Travel Time, Mileage, Density Gauge)(See Remarks)

- HMA Level I (Plant)Testing
- HMA Density Testing
- Soil Compaction
- Sub-grade Inspections
- Concrete Testing
- Cylinder and Sample Pickup

Core Machine Rental \$125.00/Day  
Nuclear Density Gauge \$40.00/Day

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**LABORATORY TESTING**

Maximum Theoretical Specific Gravity(Gmm) (on split sample) \$175.00/Per Set  
Bulk Specific Gravity(Gmb)(Compacted samples) (on split sample) \$150.00/Per Set  
HMA Percent Void Determination(with bulk split sample) \$350.00/Per Sample  
Asphalt Content Reflux Extraction/Gradation(on split sample) \$235.00/Each  
HMA Gradation by Ignition Oven(on split sample) \$200.00/Each  
Aggregate Sieve Analysis \$135.00/Each  
Core % Compaction(Density) \$75.00/Each

Complete Hot Mix Asphalt Mix Test \$850.00/Each

- Maximum Theoretical Specific Gravity(Gmm)
- Bulk Specific Gravity(Gmb)(Compacted samples)
- HMA Percent Void Determination(with bulk split sample)
- Asphalt Content Reflux Extraction/Gradation (Or) Asphalt Content/Gradation by Ignition Oven

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**ENGINEERING SERVICES**

Senior Project Manager \$145.00/Hour

- Consultation
- Meeting Attendance
- Report Review

Principal Engineer \$150.00/Hour

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**REMARKS:**

1. All field testing services will be with a minimum charge of 3 hours.
2. Overtime will be invoiced at 1.5 x standard rate for work beyond eight (8) hours/day, Saturdays. 2 x standard rate for work on Sundays and holidays. 1.15 premiums for 2<sup>nd</sup> & 3<sup>rd</sup> shift.
3. Services and fees not listed will be quoted upon request. Payment for invoices will be due within 30 days of receipt of invoice.



# GENERAL CONDITIONS

## GEOCON PROFESSIONAL SERVICES, LLC

### Construction Testing Services

**Item 1. Scope of Work.** GEOCON Professional Services, LLC (GEOCON) shall perform services in accordance with an "agreement" made with the "client". The agreement consists of GEOCON's proposal, Standard Fee Schedule, and these General Conditions. The "client" is defined as the person or entity requesting and/or authorizing the work, and in doing so, client represents and warrants that he is duly authorized in this role, even if performed on behalf of another party or entity, in which case the other party or entity is also considered as the client. The hiring of GEOCON signifies the acceptance of this proposal and the terms of this agreement.

The fees for services rendered will be billed in accordance with the Standard Fee Schedule; unit rates for services not covered in the Fee Schedule or elsewhere in the agreement can be provided. Any cost estimates stated in this contract shall not be considered as a firm figure unless otherwise specifically stated in this contract. The standard prices proposed for the work are predicated upon the client's acceptance of the conditions and allocations of risks and obligations described in the agreement. The client agrees to impart the terms of this agreement to any third party to whom client releases any part of GEOCON's work, GEOCON shall have no obligations to any party other than those expressed in this agreement.

**Item 2. Site Access.** The client will provide for the right-of-access to the work site. In the event the work site is not owned by the client, client represents to GEOCON that all necessary permissions for GEOCON to enter the site and conduct the work have been obtained. While GEOCON shall exercise reasonable care to minimize damage to the property, the client understands that some damage may occur during the normal course of work, that GEOCON has not included in its fee the cost of restoration of damage, and that client will pay for such restoration costs.

**Item 3. Personnel Responsibility.** The presence of GEOCON field representatives will be for the purpose of providing observation and field testing, and does not include supervision or direction of the actual work of the contractor, his employees or agents. The contractor (s) for this project should be so advised. The contractor should also be informed that neither the presence of, nor the observation and testing by GEOCON personnel shall excuse the contractor in any way for defects discovered in his work. It is understood that GEOCON will not be responsible for job or site safety of the project. Job and site safety will be the sole responsibility of the contractor unless contracted to others.

**Item 4. Observations and Tests.** The term "observation" implies only that GEOCON should observe the applicable portions of the work we have agreed to be involved with and perform tests, from which to develop an opinion as to whether the work essentially complies with the job requirements. Client shall cause all tests and observation of the site, materials and work performed by GEOCON or others to be timely and properly performed in accordance with the plans, specifications and contract documents, and GEOCON's recommendations. No claims for loss, damage or injury shall be brought against GEOCON by client or any third party unless all tests and observations have been so performed and unless GEOCON's recommendations have been followed.

**Item 5. Accuracy of Test Locations and Elevations.** The accuracy and proximity of provided survey control will affect the accuracy of in-situ test location and elevation determinations. Unless otherwise noted, the accuracy of test locations and elevations will be commensurate only with pacing and approximate measurements or estimates.

**Item 6. Degree of Certainty of Compliance.** With any manufactured product, there are statistical variations in its uniformity, and in the accuracy of tests used to measure its qualities. As compared with other manufactured products, field construction usually has wider fluctuations in both product and test results. Thus, even with very careful observations and testing, it cannot be said that all parts of the product comply with the job requirements. Our proposal is for the Scope of Services requested by our client and as scheduled by the client or client's representative. The degree of certainty for compliance with project specifications is much greater with full-time observation and testing than it is with intermittent observation and testing.

**Item 7. Hazardous Materials and Conditions.** Prior to the start of services, or at the earliest time such information is learned, it shall be the duty of the client, or other involved or contacted parties, to advise GEOCON of any known or suspected undocumented fills, hazardous materials, by-products, or constituents, and any known environmental, geologic, and geotechnical conditions, which exist on or near any premises upon which work is to be performed by GEOCON employees or subcontractors or which in any other way may be pertinent to GEOCON's proposed services.

The discovery of unanticipated hazardous materials, or suspected hazardous materials, may require that special and immediate measures be exercised to protect the health and safety of GEOCON site personnel and/or the public. GEOCON may at its option and on the basis of its judgment and opinion, exercise such precautions to complete the project, or terminate further work on the project. In either case, the client will be notified as soon as practically possible, and the client agrees to bear all reasonable and equitable cost adjustments, if any, associated with such measures taken.

**Item 8. Reports and Ownership of Documents.** GEOCON will furnish three copies of the report to the client. Additional copies will be furnished to the owner or others at the rate specified in the fee schedule. All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by GEOCON as instruments of service, shall remain the property of GEOCON, unless there are other contractual agreements. GEOCON will retain final reports relating to the services performed for a period of 5 years following submission of the report. Client agrees to return upon demand and will not use for any purpose whatsoever all reports and other work furnished to client or his agent which are not paid for.

**Item 9. Confidentiality.** GEOCON shall hold confidential the business and technical information obtained or generated in performance of services under this agreement and identified in writing by the client as "confidential". GEOCON shall not disclose such information except if such disclosure is required by governmental statute, ordinance, or regulation; for compliance with professional standards of conduct for public safety, health, and welfare concerns; or for protection of GEOCON against claims or liabilities arising from performance of its services.

The technical and pricing information contained in any report or proposal submitted by GEOCON is to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without the express written consent of GEOCON.

**Item 10. Standard of Care.** GEOCON will perform the services under this agreement in accordance with generally accepted practice, in a manner consistent with that level of care and skill ordinarily exercised by members of this profession under similar circumstances. No other warranties implied or expressed, in fact or by law, are made or intended in this agreement. The client recognizes that subsurface soil, groundwater and other materials can vary between sampling and testing points and with time, and that the interpretation of data, and opinions and recommendations made by GEOCON are based solely on obtained data. Such limitations can result in a redirection of conclusions and interpretations where new or changed information is obtained. GEOCON will not be responsible for the interpretation by others, of data obtained by GEOCON.

**Item 11. Limitations of Liability.** The client agrees to limit GEOCON's liability to the client and all parties claiming through the client or otherwise claiming reliance on GEOCON's services, allegedly arising from GEOCON's professional acts or errors and omissions, to a sum not to exceed the lesser of GEOCON's fees for the services performed on the project, or \$25,000.00, provided that such claims are not attributable to GEOCON's gross negligence or intentional misconduct. In this latter event, the limit of liability will be increased to \$25,000 less any applicable insurance amount covering alleged damages or claims. In no event shall GEOCON or any other party to this agreement, including parties which may have or claim to have a direct or indirect reliance on GEOCON's services, be liable to the other parties for incidental, indirect, or consequential damages arising from any cause.

**Item 12. Insurance and Indemnity.** GEOCON represents that the company maintains general liability and property damage insurance coverage considered adequate and comparable with coverage maintained by other similar firms, and that GEOCON's employees are covered by Workman's Compensation Insurance. Certificates of insurance can be provided to the client upon written request. GEOCON shall not be responsible for any loss, damage, or liability beyond the insurance limits and conditions. GEOCON agrees to indemnify the client from and save client harmless against any loss, damage, or liability stemming from acts of gross negligence by GEOCON. Except as expressly set forth in Item Nos. 11 and 12, the client agrees to hold GEOCON, its officers, directors, agents, and employees, harmless from any claims, suits or liability including but not limited to attorney fees, costs of settlement and other incidental costs, for personal injury, death, illness, property damage or any other loss, allegedly arising from or related to GEOCON's performance of work.

**Item 13. Modification.** This agreement and all attachments pursuant to this agreement represent the entire understanding between the parties, and neither the client nor GEOCON may amend or modify any aspect of this contract unless such alterations are reduced to writing and properly executed by the parties hereto. These terms and conditions shall supersede all prior or contemporaneous communications, representations, or agreements, and any provisions expressed or implied in the request for proposal, purchase order, authorization to proceed, or other contradictory provisions, whether written or oral.

**Item 14. Termination.** This agreement may be terminated by either party upon seven days prior written notice. In the event of termination, GEOCON shall be compensated by the client for all services performed up to and including the termination date, including reimbursable expenses, and for the completion of such services and records as are necessary to place GEOCON's files in order and/or protect its professional reputation.

**Item 15. Payment.** Invoices for performed work will be submitted monthly for services rendered the prior month and/or upon completion of said services, payable within 30 days of invoice date. The fees quoted are based upon an expected timely payment. An interest charge of 1.5% per month will be added to delinquent charges; however, GEOCON at its option may terminate its services due to client's failure to pay when due. In the event of termination of services prior to completion, client shall compensate GEOCON for all services performed prior to and for such termination.

**Item 16. Sample Disposal.** Unless otherwise agreed, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed of thirty (30) days after submission of GEOCON's report.

December 23, 2014



Mr. Steven McBurney  
Tyson Engineering  
367 South Schuyler Avenue  
Kankakee, IL 60901

**RE: Proposal for Materials Testing Services  
6000 North Road Improvements Phase I  
Bourbonnais, Illinois  
Terracon Proposal No.: PCT140024**

Dear Mr. McBurney:

Thank you for allowing Terracon Consultants, Inc. (Terracon) the opportunity to submit this proposal for the Materials Testing Services for the referenced project. We appreciate your consideration and look forward to working with the project team.

## **COMPANY INFORMATION**

Terracon is an employee-owned consulting engineering firm with more than 2,500 employees in over 100 offices nationwide. In 2013, our gross revenue was approximately \$414 million, which ranked No. 38 in the 2013 ENR survey of the 500 largest engineering firms in the United States. Founded in 1965, Terracon has a national reputation for providing high quality, consistent, and cost-effective services to our clients and are proud of our demonstrated work history on projects across the United States. Our Naperville, Illinois office was established nearly 25 years ago and has provided geotechnical, construction materials testing, and environmental services on thousands of projects in the Greater Chicago area.

Terracon has extensive experience on similar projects as the one proposed and we firmly believe Terracon should be selected to perform the requested Construction Testing Services. Our local and national reputation, resources of qualified and experienced professional staff and our commitment to documentation and reporting of observations and test data by utilizing Terracon's proprietary Construction Materials Engineering and Laboratory Management System (CMELMS®), are qualifications that are unmatched by our local competitors.

Terracon has devoted a considerable amount of human and financial resources to creating a safety culture around an ***Incident and Injury Free (IIF)*** workplace. Prior to commencement of our on-site activities, Terracon will hold a project team meeting to review the contractor's health and safety requirements for the project and incorporate the items relevant to our staff and services into our project specific safety plan. Having a Team of Terracon and the Contractor dedicated to a philosophy of everyone going home safe every day will make certain that safety is a part of everything we do.

Terracon Consultants, Inc. 135 Ambassador Drive Naperville Illinois 60540  
P [630] 717 4263 F [630] 357 9489 [www.terracon.com](http://www.terracon.com)

Geotechnical



Environmental



Construction Materials



Facilities

## **A. PROJECT INFORMATION**

We understand roadway improvements are proposed for 6000 North Road (Bourdonnais Parkway) between Stations 53+00 and 59+95 in Bourbonnais, Illinois. The scope of work includes the removal of portions of existing pavements along 6000 North Road. The existing roadway section will be replaced with a new asphalt pavement section with new combination curbs and gutters, sidewalks with ADA ramps, and a concrete driveway entrance. We understand this project will be completed in two stages. We understand the earthwork and asphalt testing services will be provided by others.

The following documents were documents were provided to Terracon for review and formed the basis of this proposal:

- Plans for Proposed Federal Aid Highway, Village of Bourbonnais, 6000N (Bourbonnais Parkway), Section 04-00066-00-WR, Project HPP-4066 (002), Job No. C-93-108-09, prepared by Tyson Engineering, dated March 25, 2014.

## **B. SCOPE OF SERVICES**

The following scope of work is based on our understanding of the project and our experience with projects of similar size and scope.

### Concrete Testing

Prior to concrete placement, a Terracon representative will review the concrete truck ticket to observe that the approved concrete mix is being placed. The representative will obtain representative samples of freshly placed concrete in general accordance with project specifications. The concrete will be tested for temperature, slump, air content, and unit weight (if specified). The concrete will then be molded in 6" x 12" cylinders and transported to Terracon's laboratory after field curing where compressive strength testing will be performed at specified intervals.

### Additional Services

Adjustments to the estimated scope described above may be necessary if additional project information and/or specifications related to our work are altered. If you would like us to perform additional services beyond the scope described above, let us know and we will issue another short Supplement to the Agreement form, or Supplemental Proposal, which outlines the additional work to be performed and the associated fees. To authorize us to begin this additional work, you simply return a signed copy of the Supplement.

### Test Results

Results of field tests will be submitted verbally to authorized personnel at the site upon completion of the tests. Electronic field copies of our Daily Reports may be transmitted to authorized personnel prior to leaving the job-site each day, if you desire. Final summaries of field and laboratory tests and observations will be submitted on a weekly basis.

Please note that if deviations are encountered during our inspections, they will be reported to the superintendent immediately. A formal report describing all encountered deviations will be submitted to all parties within 24 hours. Terracon's commitment to documentation and reporting of test data by utilizing Terracon's proprietary Construction Materials Engineering and Laboratory Management System (CMELMS®) is further described in the attachments.

The presence of and testing performed by our representative does not relieve the contractor(s) or his agent(s) from contractual responsibilities and does not excuse defects in his work. Our services specifically exclude job site safety responsibility, and our services do not relieve any contractor/subcontractor from complying with project specifications.

### Scheduling of Services

**Our services will be provided on an as-requested basis, will-call basis with scheduling by the Contractor or Owner's Representative.** Prior to the start of the project, Terracon must be furnished the contact name and phone number of the responsible person assigned to schedule Terracon services. Terracon will not be responsible for scheduling our services and will not be responsible for tests that are not performed due to failure to schedule our services on the project.

All Terracon services must be scheduled by the assigned contact person no later than 2:00 p.m. the day prior to the requested services. We will attempt to schedule services on lesser notice, but may not always be able to meet the desired project schedule if the above described scheduling requirement is not met. All requests for services should be submitted to our Naperville, Illinois office, (phone 630-445-0171).

### C. COMPENSATION

The billing for our services will be based on the work performed and will be charged in accordance with rate sheet/schedule of fees listed below.

Principal Engineer, P.E.....	\$165.00/hour
Project Manager (Report Review and Routine Technical Support) .....	\$120.00/hour
Union Technician – (Concrete) .....	\$98.00/hour
PCC Cylinder Pick Up .....	\$260.00/each
Vehicle Charge.....	\$60.00/trip
Compressive Strength Tests (PCC - including cured and held specimens).....	\$16.00/each

#### Notes to Schedule of Fees:

1. Our unit rates are based on a normal 8-hour workday, Monday through Friday, between normal business hours of 7:00 am to 5:00 pm. Overtime beyond 8-hours per day, outside normal working hours and on Saturday will be invoiced at a rate of 1.5 times the normal hourly rate indicated above. Work on Sundays and Holidays will be invoiced at 2.0 times the hourly rate. All site visits will be subject to a 4-hour minimum charge. Above rates are portal-to-portal from our Naperville, Illinois office. The above rates are valid through the duration of the project.
2. If requested services are cancelled upon arrival to project site, a four (4) hour minimum charge and appropriate trip charge per visit will be applied.
3. Project Manager time will be billed at a minimum of ½-hour per technician per day.

For the outlined scope of services described in this proposal, our budget estimate is on the order of **\$6,688.00**. A breakdown of estimated number of visits for each service type is included in the attached spreadsheet.

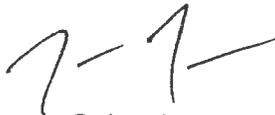
Terracon's fees would be determined by the actual amount of technical time expended for this project and the amount of laboratory testing performed. The actual cost of our services will depend on the construction schedule, weather, site conditions and contractor performance. Terracon pledges to work carefully with the project team to perform the required services as efficiently and economically as possible.

#### D. AUTHORIZATION

This proposal is prepared for the exclusive use of Tyson Engineering. This proposal may be accepted by signing the attached Supplement to Agreement for Services and returning an executed copy along with this proposal to Terracon. This proposal is valid only if authorized within sixty days from the listed proposal date.

Once again, we appreciate the opportunity to submit this proposal and we look forward to working with you on this project. If you have any questions or would like to further discuss our scope of service, please do not hesitate to contact us.

Sincerely,  
Terracon Consultants Inc.



James O. Lamb  
Project Manager



Robert J. Salness, P.E.  
Materials Department Manager

Attachments: Construction Materials Services – Real-Time Information Management  
Cost Estimate  
Agreement for Services



**AGREEMENT FOR SERVICES**

This **AGREEMENT** is between Tyson Engineering ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Bourbonnais Parkway Concrete Testing project ("Project"), as described in the Project Information section of Consultant's Proposal dated 12/19/2014 ("Proposal") unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

1. **Scope of Services.** The scope of Consultant's services is described in the Scope of Services section of the Proposal ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
2. **Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the project.
3. **Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
4. **Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Compensation section of the Proposal unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
5. **Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties. For a limited time period not to exceed three months from the date of the report, Consultant will issue additional reports to others agreed upon with Client, however Client understands that such reliance will not be granted until those parties sign and return Consultant's reliance agreement and Consultant receives the agreed-upon reliance fee.
6. **LIMITATION OF LIABILITY.** CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$10,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.
7. **Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of services on the project.
8. **Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
9. **Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$1,000,000 occ / \$2,000,000 agg); (iii) automobile liability insurance (\$1,000,000 B.I. and P.D. combined single

limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

- 10. CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by services not performed due to a failure to request or schedule Consultant's services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of tests (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Material unless specifically provided in the Services, and that Client is responsible for directing such disposition. In the event that test samples obtained during the performance of Services (i) contain substances hazardous to health, safety, or the environment, or (ii) equipment used during the Services cannot reasonably be decontaminated, Client shall sign documentation (if necessary) required to ensure the equipment and/or samples are transported and disposed of properly, and agrees to pay Consultant the fair market value of this equipment and reasonable disposal costs. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site. Accordingly, Client waives any claim against Consultant and agrees to indemnify and save Consultant, its agents, employees, and related companies harmless from any claim, liability or defense cost, including attorney and expert fees, for injury or loss sustained by any party from such exposures allegedly arising out of Consultant's non-negligent performance of services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site.

Consultant: **Terracon Consultants, Inc.**  
By: Robert J. Salness Date: 12/23/2014  
Name/Title: **Robert J. Salness, P.E. / Department Manager**  
Address: **135 Ambassador Dr.**  
**Naperville, IL 60540**  
Phone: **(630) 717-4263** Fax: **(630) 357-9489**  
Email: **rjsalness@terracon.com**

Client: **Tyson Engineering**  
By: Steven McBurney Date: 12-29-17  
Name/Title: **Steven McBurney / Project Engineer**  
Address: **367 South Schuyler Avenue**  
**Kankakee, IL 60901**  
Phone: **(815) 932-7406** Fax: \_\_\_\_\_  
Email: **smcburney@tysoneng.com**

Reference Number: PCT140024

**Construction of Bourbonnais Parkway  
Phase III Services  
Section 04-00066-00-WR**

**Scope of Services**

**PROJECT DESCRIPTION**

The Village of Bourbonnais proposes to reconstruct Bourbonnais Parkway from the Stonebridge Boulevard to US 45/52.

The improvement is to construct a three lane urban section. The work will include earthwork, pavement removal, construction with Hot-Mix Asphalt pavement, storm sewer, concrete sidewalk, signing, and striping.

This project consists of Phase III engineering services.

**SERVICES**

The project will be performed in accordance with the Illinois Department of Transportation, Bureau of Local Roads and Streets "Administration Policies" and the policies of the Village of Bourbonnais. The scope of services to be provided includes and is limited to the following:

**Material Testing**

Tyson Engineering, Inc. will use Geocon Professional Services, LLC and Terracon to assist in conducting material testing on installed materials in accordance with IDOT Bureau of Materials and Physical Research requirements.

**Staking**

Tyson Engineering, Inc. will perform construction staking to provide alignment and elevation control for the Contractor.

**Inspection**

Tyson Engineering, Inc. will maintain daily records of Contractors activities including measuring and computing pay items. Tyson Engineering, Inc. will perform quality control of the construction work in progress and enforce the contract provisions in accordance with the Construction Manual.

### **Payment Estimates, Records, and Documentation**

Tyson Engineering, Inc. will prepare payment estimates, change orders, records, documentation, and reports as required by the State.

### **As Builts**

Tyson Engineering, Inc. will prepare revisions to the drawings to reflect as built conditions.

### **Closeout**

Tyson Engineering, Inc. will prepare final paperwork and coordinate with the State to final the project.

The attached General Conditions are included in and made a part of this agreement.

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5 Board Meeting 5:30 pm	6	7	8	9	10
11	12	13	14	15	16	17
18	19 Closed Martin Luther King Jr. Day	20 Board Meeting 5:30 pm	21	22	23	24
25	26	27	28	29	30	31

~ February 2015 ~

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2 Board Meeting 5:30 pm	3	4	5	6	7
8	9	10	11	12	13	14
15	16 Closed President's Day	17 Board Meeting 5:30 pm	18	19	20	21
22	23	24	25	26	27	28