

Village of
Manteno

JANUARY 20, 2015



**BOARD OF TRUSTEES
REGULAR MEETING**

7:00 P.M.



**PRESIDENT
TIMOTHY O. NUGENT**

**VILLAGE CLERK
ALISA BLANCHETTE**

TRUSTEES
TIMOTHY BOYCE TODD CROCKETT
DIANE DOLE JOEL GESKY
SAMUEL J. MARTIN WENDELL O. PHILLIPS



Manteno Village Board Room
Leo T. Hassett Community Center
211 North Main Street
Manteno, Illinois

MANTENO VILLAGE BOARD
REGULAR MEETING AGENDA

TUESDAY, JANUARY 20, 2015 – 7:00 P.M.

Village Board Room
Leo T. Hassett Community Center
211 North Main St.

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. READING OF AGENDA – ADDITIONS – DELETIONS

5. READING OF MINUTES – CHANGES, CORRECTIONS, APPROVAL:

❖ Regular Meeting Minutes: January 5, 2015

6. PUBLIC PARTICIPATION:

Persons to be heard from the floor – Citizen's Registration/Comments

******Presiding Officer will recognize those who have signed in******

7. REPORTS OF VILLAGE OFFICIALS:

All reports will be ORAL

A) **VILLAGE PRESIDENT'S REPORT:**

- 1) Presentations
- 2) Appointments
- 3) New Business on Agenda:
- 4) Proclamations
- 5) Requests
- 6) Announcements

B) **VILLAGE ADMINISTRATOR'S REPORT:**

- 1) Presentations
- 2) Upcoming Events
- 3) Updates
- 4) Discussion Items

C) **COMMITTEE REPORTS:**

- 1) **Public Works & Utilities (Trustee Boyce)**
 - a) Old Business on Agenda: None
 - b) New Business on Agenda:
 - Resolution 14-20 – A Resolution for Improvement by Municipality Under the Illinois Highway Code concerning the Greenways Trail, Phase I and use of MFT Funds in the amount of \$5,490.02.
 - Resolution 14-21 – A Resolution approving the Illinois Department of Transportation Construction Engineering Services Agreement for Federal Participation for the Maple Street ADA project.
 - c) Public Works Committee Meeting Report:
 - d) NEXT Public Works Committee Meeting:
 - Tues. - 1/27/15, 7:00 am, Village Hall Conference Room

- 2) **General Government (Trustee Martin)**
 - a) Old Business on Agenda: None
 - b) New Business on Agenda:
 - c) General Government Committee Meeting Report:
 - d) NEXT General Government Committee Meeting:
 - Mon. - 2/9/15, 7:00 am, Village Hall Conference Room

- 3) **Public Safety & Health (Trustee Dole)**
 - a) Old Business on Agenda: None
 - b) New Business on Agenda: None
 - c) Public Safety & Health Committee Meeting Report:
 - d) NEXT Public Safety & Health Committee Meeting:
 - Wed. - 1/28/15, 7:00 am, Village Hall Conference Room

- 4) **Planning & Zoning (Trustee Crockett)**
 - a) Old Business on Agenda: None
 - b) New Business on Agenda:
 - c) Planning & Zoning Committee Meeting Report:
 - d) NEXT Planning & Zoning Committee Meeting:
 - Thurs. 2/19/15, 7:00 am, Village Hall Conference Room
 - e) Plan Commission Report:
 - f) NEXT Plan Commission Meeting:
 - Tues. - 2/10/15, 6:00 pm, Village Board Room

- 5) **Finance (Trustee Gesky)**
 - a) Old Business on Agenda: None
 - b) New Business on Agenda:
 - Payment of Bills. (\$849,645.01 includes TIF 1 Bills of \$128,512.86 & TIF 2 Bills of \$1,060.00)
 - c) Finance Committee Meeting Report:
 - d) NEXT Finance Committee Meeting:
 - Thurs. - 2/12/15, 7:00 am, Village Hall Conference Room

- 6) **Properties & Recreation (Trustee Phillips)**
 - a) Old Business on Agenda: None
 - b) New Business on Agenda: None
 - c) Properties & Recreation Committee Meeting Report:
 - d) NEXT Properties & Recreation Committee Meeting:
 - e) Parks & Recreation Commission Report:
 - f) NEXT Parks & Recreation Commission Meeting:
 - Wed. - 3/18/15, 7:00 pm, Village Board Room

8. CONSENT AGENDA – CONSIDERATION OF AN “OMNIBUS VOTE” (*):

- ❖ **CONSIDERATION RE:** MOTION to take a single roll call vote on the question of passage of agenda items as designated by an asterisk (*) for voting purposes on the consent agenda. The MOTION requires unanimous consent of the Village President and Board of Trustees.

- ❖ The Chair will identify those items to be ***included*** on the Consent Agenda – “Omnibus Vote” List. It is at this point that any Trustee or the President may ***request*** that any item be ***deleted***.

- ❖ **CONSIDERATION RE:** MOTION to approve by omnibus vote those ordinances, resolutions, motions and orders contained on the Consent Agenda as identified by the Village President and Board of Trustees.

A) **OLD BUSINESS:**

None

B) **NEW BUSINESS:**

* **1) RESOLUTION 14-20:**

A Resolution for Improvement by Municipality Under the Illinois Highway Code concerning the Greenways Trail, Phase I and use of MFT Funds in the amount of \$5,490.02.

* **2) RESOLUTION 14-21:**

A Resolution approving the Illinois Department of Transportation Construction Engineering Services Agreement for Federal Participation for the Maple Street ADA project.

C) **AWARDING OF BIDS/CONTRACTS AND AUTHORIZATION TO PURCHASE:**

None

D) **FINANCIAL REPORTS:**

- * **1) CONSIDERATION RE:** MOTION to approve PAYMENT OF BILLS in the amount of **\$849,645.01** (including TIF 1 Bills of \$128,512.86 & TIF 2 Bills of \$1,060.00)

9. COMMENTS

Comments and additional information of general interest to Village residents.

10. ADJOURNMENT

MEETING SCHEDULE

BOARD & COMMISSION MEETINGS

VILLAGE BOARD ROOM

Village Board:1st & 3rd Mon. 7:00 pm
 Plan Commission:2nd Tues 6:00 pm
 Parks & Rec Commission:3rd Wed, 7:00 pm
 Mar, Apr, May, Jun, Jul, Sept.

COMMITTEE MEETINGS

VILLAGE HALL CONFERENCE ROOM

Public Works:4th Tues, 7:00 am
 Gen. Govern:2nd Mon, 7:00 am
 Public Safety:4th Wed, 7:00 am
 Planning & Zoning:3rd Thurs., 7:00 am
 Finance: (Conf. Room).....2nd Thurs, 7:00 am
 Properties & Rec:As needed

**Village of Manteno
Board Meeting
January 5, 2015
7:00 p.m.**

DRAFT

Roll Call

Present:

President Timothy O. Nugent
Trustee Timothy Boyce
Trustee Wendell Phillips
Trustee Samuel Martin
Trustee Diane Dole
Trustee Joel Gesky
Trustee Todd Crockett

Absent:

Also present:

Bernie Thompson: Chief of Police/Acting Village Administrator
Mike Cainkar: Village Attorney
Brian O'Keefe: Superintendent of Public Works
Chris LaRocque: Director of Building and Zoning
Keith Mulholland: Village Engineer

Press Present:

Andrew Kriz: Russell Publications

The meeting was called to order by the President, and upon the roll call being called, Timothy Nugent, led those present in the Pledge of Allegiance.

Motion by Crockett, seconded by Dole, to waive the reading of the minutes and approve the Regular Meeting Minutes and TIF Joint Review minutes from December 15, 2014. Motion approved 6-0.

Public Participation:

None

Reports of Village Officials:

Village President's Report: Tim Nugent

- Mr. O'Keefe asked residents to park on the odd side of the street on odd days and even side of the street on even days to help with the Village plowing. Please follow the 2" snowfall ban signs on certain routes along the Village. The Village does not typically salt the straightaways only salt the intersections. With the very cold temperatures the salt does not work as well and is only applied after the snow ceases.
- Mayor Nugent presented the Manteno Youth Football Association a donation check from the Village. Football representative James Neely thanked Village for the donation on behalf of the over 200 kids that participate in the youth football.
- Mayor Nugent presented Mrs. Simmonds of the Manteno Historical Society a donation check as well. Mrs. Simmonds thanked the board and invited residents to come by the historical museum to view the 1929 Ford rumble seat. A donation check was also given to the Village View team.

Village Administrator's Report: (Acting) Bernie Thompson

- Mr. Thompson pointed out that other donation checks have been given to the Intramural Basketball team, the Sportsmansclub for fireworks, and the baseball team.

Committee Reports:

Public Works and Utilities- Boyce

- Consideration re: A motion to receive and place on file Audit Report NO. 03-073, covering the receipt and disbursement of Motor Fuel Tax funds by the Village of Manteno for the period beginning January 1, 2012 and ending December 31, 2012. (B-#1)

General Government- Martin

- None

Public Safety and Health- Dole

- The next Public Safety meeting will be Wednesday, January 28 at 7 am.
- Remember to drive cautiously with the snow. The Leo Hassett will be open as a warming center if needed.
- Be aware of internet scams.
- Remember no cell phone use in school zones.

Planning and Zoning- Crockett

- The next Planning and Zoning Commission meeting is January 13 at 6 pm.
- The next Planning and Zoning Committee Meeting will be January 15 at 7 am.

Finance-Gesky

- Ordinance 14-39, An Ordinance Providing for Reduced Building Permit Fees, Sewer Recapture Fees, Park Donation Impact Fees, School Land Impact Fees and School Construction Impact Fees, for New Residential Development Effective January 1, 2015 through December 30, 2018. Mayor Nugent talked with the School Board and they agreed on a five year plan for reduced impact fees. In 2015 they will be waiving the fees 100%, 2016-75%, 2017-50%, 2018-25%, 2019 back to full permit fees. (B-#2)
- Payment of the bills in the amount of \$65,485.77 (including TIF #1 Bills of \$19,408.38) (D-#1)
- The next Finance meeting scheduled for January 8 at 7 am.

Properties and Recreation-Phillips

- Glad to see that a lot of people have been using the ice rink. Mr. O'Keefe explained that the Public Works Dept. will work on clearing the snow from the streets first and then the ice rink. Residents can build a fire out by the ice rink if you bring your own firewood. Please use caution around the fire.

Mayor Nugent read the items to be included on the Consent Agenda:

Old Business: (A)

None

New Business: (B)

1. Consideration re: A motion to receive and place on file Audit Report no. 03-073, covering the receipt and disbursement of Motor Fuel Tax funds by the Village off Manteno for the period beginning January 1, 2012 and ending December 31, 2012.
2. Ordinance 14-39, An Ordinance Providing for the Reduced Building Permit Fees, Sewer Recapture Fees, Park Donation Impact Fees, School Land Impact Fees and School Construction Impact Fees, for New Residential Development Effective

January 1, 2015 through December 30, 2018. An Ordinance approving the Impact Fee Schedule.

Awarding of Bids and Authorization to Purchase: (C)

1. None

Financial Reports: (D)

1. Consideration re: Motion to approve payment of the bills in the amount of \$65,485.77(including TIF Bills #1 of \$19,408.38)

Motion by Phillips, seconded by Gesky, to take a single roll call vote on the question of passage of agenda items. Motion approved 6-0.

Motion by Boyce, seconded by Martin, to approve by an omnibus vote those ordinances, resolutions, motions and orders contained on the consent agenda. Motion approved 6-0.

Comments:

Trustee Phillips: None

Trustee Gesky: Thanks to Brian and all the guys for their work on the ice rink.

Trustee Crockett: None

Trustee Dole: Sr. Police Academy starts Jan 20 from 9-11 at the Leo Hassett Center.

Trustee Martin: None

Trustee Boyce: Please have patience with the plows.

Mayor Nugent: Mr. O'Keefe explained that the Village is not responsible for mailboxes damaged by the plows blowing snow on them. If you think your mailbox has been hit by the plow call the Village Hall and they will come investigate.

Motion by Crockett, seconded by Gesky to adjourn the meeting at 7:27 pm. Motion approved 6-0.

Minutes respectfully submitted by Alisa Blanchette, Village Clerk.



Illinois Department of Transportation

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

BE IT RESOLVED, by the _____ PRESIDENT AND BOARD OF TRUSTEES _____ of the
Council or President and Board of Trustees
VILLAGE _____ of MANTENO _____ Illinois
City, Town or Village

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

Name of Thoroughfare	Route	From	To
GREENWAYS TRAIL PHASE I		ISADORE RUDER PARKING LOT	PRINCEWOOD LANE

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of CONSTRUCTION ENGINEERING

_____ and shall be constructed _____ wide
and be designated as Section 08-00058-00-BT

2. That there is hereby appropriated the (additional Yes No) sum of FIVE THOUSAND FOUR HUNDRED
NINETY AND 02/100----- Dollars (\$5,490.02) for the
improvement of said section from the municipality's allotment of Motor Fuel Tax funds.

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

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

Approved _____

Date _____

Department of Transportation

Regional Engineer _____

I, ALISA K. BLANCHETTE Clerk in and for the
VILLAGE of MANTENO
City, Town or Village
County of KANKAKEE , hereby certify the
foregoing to be a true, perfect and complete copy of a resolution adopted
by the PRESIDENT AND BOARD OF TRUSTEES
Council or President and Board of Trustees
at a meeting on JANUARY 20, 2015
Date
IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this
20TH day of JANUARY, 2015
(SEAL)
x

City, Town, or Village Clerk

AGENDA ITEM #

BLR.09111 (Rev. 11/06)

JAN 20 2015

NB - B#1

Local Agency Village of Manteno	 <p>Illinois Department of Transportation</p> <p>Construction Engineering Services Agreement For Federal Participation</p>	Consultant Tyson Engineering, Inc.
County Kankakee		Address 367 South Schuyler Avenue
Section 13-00063-00-SW		City Kankakee
Project No. M5092(005)		State IL
Job No. C-93-072-13		Zip Code 60901
Contact Name/Phone/E-mail Address Mayor Timothy Nugent/815-929-4800 timnugent@aol.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:

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

Project Description

Name Maple Street Route FAU 6512 Length 0.077Mi Structure No. _____

Termini 3rd Street to Park Street

Description: ADA upgrades

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.

AGENDA ITEM #

JAN 20 2015

NB - B#2

BLR 65611 (Rev. 01/10/12)

- 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 _____

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 6512
 SECTION: 13-00063-00-SW
 COUNTY: KANKAKEE
 JOB NO.: C-93-072-13
 PROJECT NO.: M5092(005)

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 BUILTS			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				2	9.09%	\$3.54	3	4.92%	\$4.14												
SENIOR ENGINEER 1			\$50.19																					
PROJECT ENGINEER 2	2	33.33%	\$13.69							8	13.1%	\$5.39	1	9.09%	\$3.73					2	13.3%	\$5.48		
ENGINEERING TECHNICIAN 1			\$20.60																					
CAD TECHNOLOGIST 1			\$27.15				4	18.18%	\$4.94															
RESIDENT ENG. REP. 2	4	66.67%	\$29.77							32	52.46%	\$23.43	8	72.73%	\$32.48	8	50.00%	\$13.58	8	50.00%	\$22.33	10	66.67%	\$29.77
RESIDENT ENG. REP. 1			\$11.75							18	29.51%	\$3.47												
ADMINISTRATIVE 2			\$19.97				8	36.36%	\$10.30				2	18.18%	\$3.63							3	20.00%	\$3.99
FIELD CREW CHIEF			\$28.32				8	36.36%	\$6.55															
FIELD CREW MEMBER 1			\$18.02																					
TOTAL	6	100.0%	\$43.46	22	100.0%	\$25.33	61	100.0%	\$36.42	11	100.0%	\$39.84	16	100.0%	\$35.91	15	100.0%	\$39.24						



Engineering Payment Report

Prime Consultant

Name Tyson Engineering, Inc.
 Address 367 South Schuyler Avenue, Kankakee, IL
 Telephone 815-932-7406
 TIN Number 36-2684977

Project Information

Local Agency Village of Manteno
 Section Number 13-00063-00-SW
 Project Number M5092(005)
 Job Number C-93-072-13

This form is to verify the amount paid to the Sub-consultant on the above captioned contract. Under penalty of law for perjury or falsification, the undersigned certifies that work was executed by the Sub-consultant for the amount listed below.

Sub-Consultant Name	TIN Number	Actual Payment from Prime
Sub-Consultant Total:		
Prime Consultant Total:		
Total for all Work Completed:		

Signature and title of Prime Consultant

Date

Note: The Department of Transportation is requesting disclosure of information that is necessary to accomplish the statutory purpose as outlined under state and federal law. Disclosure of this information is **REQUIRED** and shall be deemed as concurring with the payment amount specified above.

**Maple Street ADA Upgrades
Phase III Services
Section 13-00063-00-SW**

Direct Costs

In-House Direct Costs

Staking		
Mileage (60 x 0.55)	<u>\$33</u>	
Total Staking		\$33
Inspection		
Mileage (600 x 0.55)	<u>\$330</u>	
Total Inspection		\$330
As Builts		
Prints (3 large x \$30)	<u>\$90</u>	
Total As Builts		<u>\$90</u>
Total In-House Direct Costs		<u>\$453</u>

Services by Others

Material Testing		
HMA (Geocon)	\$1513.30	
Concrete (Terracon)	<u>\$4240</u>	
Total Material Testing		<u>\$5753.30</u>
Total Services by Others		<u>\$5753.30</u>



December 29, 2014

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

SUBJECT: Proposal for Construction Materials Testing and Inspection
Maple Street ADA Upgrades Project
Section #13-00063-00-SW
Village of Manteno, IL
GEOCON Proposal No. 14-P456

Dear Mr. McBurney:

In accordance with your request, GEOCON Professional Services, LLC (GEOCON) is pleased to submit this proposal for provide construction materials testing and inspection services for the above referenced project. A brief description of our understanding of the project and 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 the project specifications, or other applicable guidelines. It is understood that the testing services required for your project may include the following:

- HMA QA testing and monitoring
- HMA Compaction Testing via Core Samples

FEE PROPOSAL

It is proposed to perform the services according to the attached Fee Schedule additional work beyond the scope and duration discuss in previous sections of this proposal will be quoted upon request.

HMA Testing

Engineering Technician	8 Hours	\$112.00/Hour	= \$896.00
Trip Charge	2 Trips x 21miles	\$13.65/Trip	= \$27.30
Nuclear Density Gauge	1 Day	\$40.00/Day	= \$40.00
Core Machine	1 Day	\$125.00/Day	= \$125.00
Laboratory Testing Core Samples	7 Cores	\$40.00/Core	= \$280.00
Engineering Review & Reporting	1 Hour	\$145.00/Hour	= \$145.00

Project Total = \$1,513.30

AUTHORIZATION

GEOCON will proceed with the work on the basis of authorization received from the client, which may be in the form of a copy of the proposal signed and returned to GEOCON.

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 (815) 806-9986. We are looking forward to working with you on this project.


Sincerely,
GEOCON Professional Services, LLC



Doug R. Jury
Laboratory Manager

Attachments: Construction General Conditions

ACCEPTANCE OF PROPOSAL AND ENCLOSURES

FIRM: _____
SIGNATURE:  _____
NAME: _____
TITLE: _____
DATE: _____

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 day's 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
Maple Street Improvements
Manteno, Illinois
Terracon Proposal No.: PCT140025**

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

Geotechnical



Environmental



Construction Materials



Facilities

A. PROJECT INFORMATION

We understand roadway improvements are proposed for Maple Street between Stations 10+25 and 14+29 in Bourbonnais, Illinois. The scope of work includes the removal of portions of existing pavements along Maple Street. 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 the earthwork and asphalt testing services will be provided by others.

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

- Plans for Proposed Federal Aid Highway, Village of Manteno, FAU 6512 (Maple Street), Section 13-00063-00-SW, Project M5092 (005), Job No. C-93-072-13, prepared by Tyson Engineering, dated December 16, 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 **\$4,240.00**. 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.

Materials Testing Proposal
Maple Street Improvements ■ Manteno, Illinois
December 23, 2014 ■ Terracon Proposal No.: PCT140025

Terracon

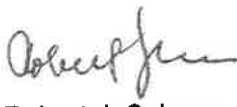
D. AUTHORIZATION

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

12/23/2014

COST ESTIMATE
Maple Street Improvements
Manteno, Illinois
 Terracon Proposal No. PCT140025

Task	No. of Visits	Unit Type	No. of Units	Unit Rate	Subtotal	Total
PCC Testing						
Combination Curb and Gutter	2	hours	8	\$ 98.00	\$ 784.00	
Sidewalk	2	hours	8	\$ 98.00	\$ 784.00	
Driveway	1	hours	4	\$ 98.00	\$ 392.00	
Concrete Comp. Strength		each	20	\$ 16.00	\$ 320.00	
Cylinder Pick Up		each	5	\$ 260.00	\$ 1,300.00	
Vehicle Charge		trips	5	\$ 60.00	\$ 300.00	
				Concrete Subtotal =	\$	3,880.00
Project Coordination/Supervision						
Project Manager		hours	3	\$ 120.00	\$ 360.00	
				Project Management Subtotal =	\$	360.00
				Total Estimated Budget =	\$	4,240.00

AGREEMENT FOR SERVICES

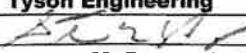
This **AGREEMENT** is between Tyson Engineering ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Manteno Maple Street Concrete Testing project ("Project"), as described in the Project Information section of Consultant's Proposal dated 12/23/2014 ("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:  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:  Date: 1-6-15
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: PCT140025

**Maple Street ADA Upgrades
Phase III Services
Section 13-00063-00-SW**

Scope of Services

PROJECT DESCRIPTION

The Village of Manteno proposes ADA upgrades for Maple Street from 3rd Street to Park Street.

The improvement is to upgrade sidewalk and ramps for ADA compliance. The work will include earthwork, sidewalk removal, mill and overlay Hot-Mix Asphalt pavement, 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 Manteno. 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.

INVOICES DUE ON/BEFORE 01/20/2015

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
AJDI A & J DISPOSAL								
4921663	01/01/15	01	2428 HOMES @ 14.99-12/14	01-11-50-5730 GARBAGE DISPOSAL-GF			01/20/15	36,395.72
							INVOICE TOTAL:	36,395.72
4922411	01/01/15	01	LEGACY PARK-1/15	35-11-50-5730 GARBAGE DISPOSAL-LEGACY			01/20/15	58.40
							INVOICE TOTAL:	58.40
							VENDOR TOTAL:	36,454.12
AQIL AQUA ILLINOIS, INC.								
1359625-12/14	01/02/15	01	SKATING RINK 11/26-12/30/14	35-11-50-5999 VILLAGE ONLY LEGACY CONTRA			01/20/15	390.05
							INVOICE TOTAL:	390.05
							VENDOR TOTAL:	390.05
ATT AT&T								
815468240212-12/14	12/28/14	01	FAX-PD	01-21-50-5520 TELEPHONE/INTERNET-PD			01/20/15	60.95
							INVOICE TOTAL:	60.95
815468824012-12/14	01/13/15	01	FAX - GG	01-11-50-5520 TELEPHONE/INTERNET-ADM			01/20/15	19.17
		02	FAX - BLDG	01-15-50-5520 TELEPHONE/INTERNET-BZ				19.16
							INVOICE TOTAL:	38.33
815468831312-12/14	12/28/14	01	FAX & DSL - WPCC	52-43-50-5520 TELEPHONE/INTERNET-WPCC			01/20/15	142.76
							INVOICE TOTAL:	142.76
							VENDOR TOTAL:	242.04
BESUFO BERKOT'S SUPER FOODS								

INVOICES DUE ON/BEFORE 01/20/2015

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
BESUFO BERKOT'S SUPER FOODS								
56024	12/22/14	01	COFFEE - PW	03-11-90-9114 PWRKS DONATION EXPENSE-SPF			01/20/15	76.93
							INVOICE TOTAL:	76.93
							VENDOR TOTAL:	76.93
BERMI BERNS, MICHAEL								
JANUARY 2015	01/13/15	01	EMP.CELL PHONE EXPENSE REIMB.	01-21-50-5520 TELEPHONE/INTERNET-PD			01/20/15	65.00
							INVOICE TOTAL:	65.00
							VENDOR TOTAL:	65.00
BUFICO BUILDING & FIRE CODE ACADEMY								
REG.#2271	01/15/15	01	2012 INTN'L.RESIDENT.CODE	01-15-50-5630 TRAINING-BZ			01/20/15	315.00
							INVOICE TOTAL:	315.00
							VENDOR TOTAL:	315.00
CHMABA CHASE MANHATTAN BANK								
GOB 2012 - 2/15	01/14/15	01	GOB 2012-PRINCIPAL	52-43-70-7100 PRINCIPAL PAYMENT-WPCC			01/20/15	295,000.00
		02	GOB 2012-INTEREST	52-43-70-7200 INTEREST PAYMENT-WPCC				8,700.00
							INVOICE TOTAL:	303,700.00
							VENDOR TOTAL:	303,700.00
CICO CINTAS CORPORATION #319								
319699205	12/30/14	01	UNIFORM CLEANING	52-43-50-5590 UNIFORM CLEANING SERVICE-W			01/20/15	26.87
		02		52-46-50-5590 UNIFORM CLEANING SERVICE-C				26.86
							INVOICE TOTAL:	53.73

INVOICES DUE ON/BEFORE 01/20/2015

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
CICO CINTAS CORPORATION #319								
319701750	01/06/15	01	UNIFORM CLEANING	52-43-50-5590			01/20/15	26.87
		02	UNIFORM CLEANING	52-46-50-5590				26.86
				UNIFORM CLEANING SERVICE-C				
						INVOICE TOTAL:		53.73
319704288	01/13/15	01	UNIFORM CLEANING	52-43-50-5590			01/20/15	26.86
		02	UNIFORM CLEANING	52-46-50-5590				26.87
				UNIFORM CLEANING SERVICE-C				
						INVOICE TOTAL:		53.73
						VENDOR TOTAL:		161.19
COMCAST COMCAST								
0002666-12/14	12/24/14	01	SERVICE 1/1-1/31/15	01-51-50-5520			01/20/15	25.33
				TELEPHONE/INTERNET-CC				
						INVOICE TOTAL:		25.33
0123140-12/14	01/08/15	01	SERVICE 1/15-2/14/15	01-11-50-5520			01/20/15	16.84
				TELEPHONE/INTERNET-ADM				
						INVOICE TOTAL:		16.84
0139609-12/14	01/01/15	01	DSL-GG	01-11-50-5520			01/20/15	41.96
		02	DSL-BLDG	01-15-50-5520				41.97
		03	DSL-PD	01-21-50-5520				41.96
		04	DSL-S&A	01-41-50-5520				41.96
				TELEPHONE/INTERNET-SA				
						INVOICE TOTAL:		167.85
						VENDOR TOTAL:		210.02
COMED COMED								

INVOICES DUE ON/BEFORE 01/20/2015

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
COMED COMED								
0033124104-12/14	01/05/15	01	MEMORIAL PARK 12/2/14-1/5/15	01-52-50-5710			01/20/15	74.58
				UTILITIES-PK				
						INVOICE TOTAL:		74.58
0843041234-12/14	01/05/15	01	0843041234 12/2/14 - 1/5/15	35-11-50-5710			01/20/15	91.58
				UTILITIES - LEGACY PARK				
						INVOICE TOTAL:		91.58
1515030137-12/14	01/05/15	01	1515030137 12/2/14-1/5/15	01-41-50-5720			01/20/15	127.25
				STREET LIGHTING-SA				
						INVOICE TOTAL:		127.25
1561014016-12/14	01/05/15	01	NEW DIV. ST. LIGHTS 12/17-1/5/	01-41-50-5720			01/20/15	73.54
				STREET LIGHTING-SA				
						INVOICE TOTAL:		73.54
2199097000-12/14	01/07/15	01	2199097000 12/1/14-1/5/15	01-41-50-5720			01/20/15	99.53
				STREET LIGHTING-SA				
						INVOICE TOTAL:		99.53
2543073027-12/14	01/05/15	01	LEGACY PARK 12/2/14-1/5/15	35-11-50-5710			01/20/15	139.41
				UTILITIES - LEGACY PARK				
						INVOICE TOTAL:		139.41
2659007013-12/14	01/05/15	01	2659007013 12/4/14-1/7/15	01-41-50-5720			01/20/15	143.06
				STREET LIGHTING-SA				
						INVOICE TOTAL:		143.06
						VENDOR TOTAL:		748.95
COINSU COMPLETE INDUSTRIAL SUPPLY								
773	12/16/14	01	BUILDING REPAIR SUPPLIES	01-41-60-6110			01/20/15	2,232.32
				MAINT.SUPPLIES-BUILDING-SA				
						INVOICE TOTAL:		2,232.32
						VENDOR TOTAL:		2,232.32

INVOICES DUE ON/BEFORE 01/20/2015

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
COELDI CONSOLIDATED ELECTRICAL DIST.								
0905-420714	01/12/15	01	SKATING RINK LIGHTING	35-11-80-8999 VILLAGE ONLY LEGACY IMPROV			01/20/15	845.00
							INVOICE TOTAL:	845.00
							VENDOR TOTAL:	845.00
CUSWI CUSHMAN, WILLIAM								
JANUARY 2015	01/13/15	01	EMP.CELL PHONE EXPENSE REIMB.	01-21-50-5520 TELEPHONE/INTERNET-PD			01/20/15	65.00
							INVOICE TOTAL:	65.00
							VENDOR TOTAL:	65.00
DAJO DAILY JOURNAL								
222632	12/31/14	01	PUBLIC HEARING 12/17/14	01-15-50-5530 PUBLISHING-BZ			01/20/15	126.38
							INVOICE TOTAL:	126.38
							VENDOR TOTAL:	126.38
DODRMA DOC'S DRUGS OF MANTENO								
336316	12/16/14	01	ANTI-BACTERIAL SOAP	52-43-60-6525 LAB SUPPLIES-WPCC			01/20/15	3.18
							INVOICE TOTAL:	3.18
							VENDOR TOTAL:	3.18
DUTE DURA-TECH, INC.								
103872	01/12/15	01	REP.ELECTRONIC SIGN-WINDOWS	01-11-50-5525 COMMUNITY SIGNAGE-MFG/SERV			01/20/15	118.00
							INVOICE TOTAL:	118.00
103875	01/12/15	01	UPDATE DRIVERS/BDR SRV-PRINTER	01-21-50-5200 MAINT.SERVICE-COMPUTER-PD			01/20/15	88.50
							INVOICE TOTAL:	88.50
							VENDOR TOTAL:	206.50

INVOICES DUE ON/BEFORE 01/20/2015

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
FAPL FARM PLAN								
608904	12/31/14	01	LAMP	01-41-60-6120 MAINT.SUPPLIES-EQUIP-SA			01/20/15	39.15
							INVOICE TOTAL:	39.15
							VENDOR TOTAL:	39.15
GOELSU GORDON ELECTRIC SUPPLY, INC.								
S1416118.003	12/31/14	01	TIME DELAY FUSE	52-46-60-6120 MAINT.SUPPLIES-EQUIP-COLL			01/20/15	113.12
							INVOICE TOTAL:	113.12
S1416185.001	12/17/14	01	INTERSTATE BSL0955 6V-RETURNED	01-41-60-6110 MAINT.SUPPLIES-BUILDING-SA			01/20/15	-21.37
							INVOICE TOTAL:	-21.37
S1417698.001	12/31/14	01	RELOCATE SWITCHES OFC-HALL	01-51-60-6110 MAINT.SUPPLIES-BUILDING-CC			01/20/15	62.11
							INVOICE TOTAL:	62.11
S1417698.002	12/31/14	01	PLATE/DIMMER RETURNED	01-51-60-6110 MAINT.SUPPLIES-BUILDING-CC			01/20/15	-15.65
							INVOICE TOTAL:	-15.65
S1417698.003	12/31/14	01	TOGGLE/BOX SUPP	01-51-60-6110 MAINT.SUPPLIES-BUILDING-CC			01/20/15	1.77
							INVOICE TOTAL:	1.77
							VENDOR TOTAL:	139.98
HANJA HANLEY, JAMES								
JANUARY 2015	01/13/15	01	EMP.CELL PHONE EXPENSE REIMB.	01-41-50-5520 TELEPHONE/INTERNET-SA			01/20/15	65.00
							INVOICE TOTAL:	65.00
							VENDOR TOTAL:	65.00

INVOICES DUE ON/BEFORE 01/20/2015

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT	
HEFSGI HERITAGE FS, INC. 03									
967912	01/05/15	01	FUEL-PD @ \$1.4931	01-21-60-6550 GASOLINE-PD			01/20/15	505.37	
		02	FUEL-A/C @ \$1.4931	01-21-60-6555 GASOLINE - ANIMAL CONTROL				14.06	
		03	FUEL-S&A @ \$1.4931	01-41-60-6550 GASOLINE-SA				50.73	
		04	FUEL-COLL.SYS. @ \$1.4931	52-46-60-6550 GASOLINE-COLL				12.61	
								INVOICE TOTAL:	582.77
								VENDOR TOTAL:	582.77
HOEN HOMEFIELD ENERGY									
60551514121-12/14	12/31/14	01	WELL PUMPS	52-11-50-5710 UTILITIES-WELL PUMPS			01/20/15	580.82	
		02	WPCC	52-43-50-5710 UTILITIES-WPCC				6,814.00	
		03	LIFT STATIONS	52-46-50-5710 UTILITIES-COLL				1,441.79	
								INVOICE TOTAL:	8,836.61
								VENDOR TOTAL:	8,836.61
ILFIPOEQ ILL. FIRE & POLICE EQUIPMENT									
26743	12/29/14	01	EMBROIDERY PATCHES-CORBETT	01-21-60-6590 UNIFORM SUPPLIES-PD			01/20/15	35.00	
								INVOICE TOTAL:	35.00
								VENDOR TOTAL:	35.00
INCOCO INT'L. CODE COUNCIL, INC.									
3/14/15 EXAM	01/15/15	01	2012 ICC CERT.EXAM-LAROCQUE	01-15-50-5630 TRAINING-BZ			01/20/15	189.00	
								INVOICE TOTAL:	189.00

INVOICES DUE ON/BEFORE 01/20/2015

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT	
INCOCO INT'L. CODE COUNCIL, INC.									
6/13/15 EXAM	01/15/15	01	2012 ICC CERT.EXAM-LAROCQUE	01-15-50-5630 TRAINING-BZ			01/20/15	189.00	
								INVOICE TOTAL:	189.00
								VENDOR TOTAL:	378.00
KACORE KANKAKEE COUNTY RECORDER									
LAREDO '15	01/02/15	01	LAREDO ANNUAL FEE - 2015	01-11-50-5490 OTHER PROFESSIONAL SERV-AD			01/20/15	400.00	
								INVOICE TOTAL:	400.00
								VENDOR TOTAL:	400.00
KACOSH KANKAKEE COUNTY SHERIFF'S DEPT									
DECEMBER 2014	01/02/15	01	12 INMATES - 12/14	01-21-50-5565 INMATE BOOKING-PD			01/20/15	120.00	
								INVOICE TOTAL:	120.00
								VENDOR TOTAL:	120.00
KAVACO KANKAKEE VALLEY CONSTRUCTION									
PAY EST#1-14T247	01/05/15	01	BIRCH ST.L/S FORCE MAIN REPL.	32-11-80-8520 SANITARY SEWER SYSTEM			01/20/15	224,373.37	
								INVOICE TOTAL:	224,373.37
								VENDOR TOTAL:	224,373.37
LARCH LAROCQUE, CHRIS									
JANUARY 2015	01/13/15	01	EMP.CELL PHONE EXPENSE REIMB.	01-15-50-5520 TELEPHONE/INTERNET-BZ			01/20/15	65.00	
								INVOICE TOTAL:	65.00
								VENDOR TOTAL:	65.00
LOCBR LOCKWOOD, BRIAN									

INVOICES DUE ON/BEFORE 01/20/2015

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
LOCBR LOCKWOOD, BRIAN								
JANUARY 2015	01/13/15	01	EMP.CELL PHONE EXPENSE REIMB.	01-21-50-5520			01/20/15	65.00
				TELEPHONE/INTERNET-PD				
							INVOICE TOTAL:	65.00
							VENDOR TOTAL:	65.00
LOFCA LOUIS F. CAINKAR, LTD.								
LEGAL-10/14	01/07/15	01	LEGAL SERVICES-10/14-GG	01-11-50-5330			01/20/15	850.00
		02	LEGAL SERVICES-10/14-S&A	01-41-50-5330				200.00
		03	LEGAL SERVICES-10/14-PD	01-21-50-5330				950.00
		04	LEGAL SERVICES-10/14-ESCROW	05-11-50-5330				1,150.00
		05	TIF LEGAL-10/14-DOLLAR GEN.	18-11-50-5330				250.00
		06	TIF LEGAL-10/14-93 W. 2ND	18-11-50-5330				750.00
		07	TIF LEGAL-10/14-TIF COMPLIANCE	18-11-50-5330				100.00
				LEGAL SERVICE-ADM			INVOICE TOTAL:	4,250.00
							VENDOR TOTAL:	4,250.00
MACHCO MANTENO CHAMBER OF COMMERCE								
2015 DUES	01/01/15	01	2015 ANNUAL MEMBERSHIP DUES	01-11-50-5610			01/20/15	150.00
				DUES/LICENSES-ADM				
							INVOICE TOTAL:	150.00
							VENDOR TOTAL:	150.00
MEPECO MENARD'S PEST CONTROL INC.								
18057	01/02/15	01	HER.PK PEST CONTROL 1/2/15	01-52-50-5110			01/20/15	43.00
				MAINT.SERVICE-BUILDING-PK				
							INVOICE TOTAL:	43.00
							VENDOR TOTAL:	43.00

INVOICES DUE ON/BEFORE 01/20/2015

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
MENARD MENARDS								
97185	12/29/14	01	WASHER/BOLT/4 TIER TAN UNIT	01-41-60-6110			01/20/15	28.57
				MAINT.SUPPLIES-BUILDING-SA				
							INVOICE TOTAL:	28.57
97290	12/30/14	01	WELL HOUSE STORAGE RACKS/PAINT	52-46-60-6110			01/20/15	260.98
				MAINT.SUPPLIES-BUILDING-CO				
							INVOICE TOTAL:	260.98
97425	12/31/14	01	3-DIM/SWITCH TOGGLE	01-51-60-6110			01/20/15	43.26
				MAINT.SUPPLIES-BUILDING-CC				
							INVOICE TOTAL:	43.26
98029	01/06/15	01	1-20" PUSHER	52-46-60-6530			01/20/15	10.96
				SMALL TOOLS-COLL				
							INVOICE TOTAL:	10.96
98381	01/09/15	01	2-ENTRY MATS-VH	01-11-60-6100			01/20/15	59.96
				MAINTENANCE SUPPLIES-ADM				
							INVOICE TOTAL:	59.96
							VENDOR TOTAL:	403.73
MIHYSE MILLER HYDRAULIC SERVICE, INC.								
34994	01/06/15	01	3/8" X 42" HOSE ASSEM. M02	01-41-60-6130			01/20/15	53.10
				MAINT.SUPPLIES-VEHICLE-SA				
							INVOICE TOTAL:	53.10
							VENDOR TOTAL:	53.10
MOTORO MOTOROLA								
91736207	12/29/14	01	6-RADIO BATTERIES	01-21-60-6890			01/20/15	279.42
		02	9-RADIO BATTERIES	01-41-60-6120				419.13
				MAINT.SUPPLIES-EQUIP-SA				

INVOICES DUE ON/BEFORE 01/20/2015

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
RODNI RODGERS, NICHOLAS								
BOOTS 2015	01/14/15	01	REPLACEMENT WORK BOOTS	01-41-60-6590			01/20/15	150.00
				UNIFORM SUPPLIES-SA				
							INVOICE TOTAL:	150.00
							VENDOR TOTAL:	150.00
RUTRCE RUSH TRUCK CENTER - KANKAKEE								
'15 INT'L.DUMP	01/16/15	01	2015 INTN'L. DUMP/PLOW 719779	36-11-80-8300			01/20/15	125,565.00
				EQUIPMENT-S&A EQUIP/CAPITA				
							INVOICE TOTAL:	125,565.00
							VENDOR TOTAL:	125,565.00
SKEST SKELLY, STEVE								
JANUARY 2015	01/13/15	01	EMP.CELL PHONE EXPENSE REIMB.	01-21-50-5520			01/20/15	65.00
				TELEPHONE/INTERNET-PD				
							INVOICE TOTAL:	65.00
							VENDOR TOTAL:	65.00
STCO STERLING CODIFIERS, INC.								
16185	01/07/15	01	2015 HOSTING FEE	01-11-50-5380			01/20/15	500.00
				CODIFICATION SERVICE				
							INVOICE TOTAL:	500.00
							VENDOR TOTAL:	500.00
THOBE THOMPSON, BERNIE								
JANUARY 2015	01/13/15	01	EMP.CELL PHONE EXPENSE REIMB.	01-21-50-5520			01/20/15	65.00
				TELEPHONE/INTERNET-PD				
							INVOICE TOTAL:	65.00
							VENDOR TOTAL:	65.00
TRRIAL TRANSUNION RISK & ALTERNATIVE								

INVOICES DUE ON/BEFORE 01/20/2015

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
TRRIAL TRANSUNION RISK & ALTERNATIVE								
223390-11/14	12/01/14	01	REPORTING FOR 11/14	01-21-50-5490			01/20/15	30.50
				OTHER PROFESSIONAL SERV-PD				
							INVOICE TOTAL:	30.50
							VENDOR TOTAL:	30.50
TYEN TYSON ENGINEERING, INC.								
1501025/E12087	01/09/15	01	WINDFIELD EST. PROPOSED REPAIR	05-11-50-5320			01/20/15	390.00
				ENGINEERING SERVICE-ESC				
							INVOICE TOTAL:	390.00
1501026/14-T309	01/09/15	01	CYPRESS WIDEN-N.OF DIV.	19-11-50-5320			01/20/15	1,060.00
				ENGINEERING SERVICE-TIF#2				
							INVOICE TOTAL:	1,060.00
1501027/E14007.E1	01/09/15	01	2014 MISC.ENG-12/14	01-11-50-5320			01/20/15	260.00
				ENGINEERING SERVICE-ADM				
							INVOICE TOTAL:	260.00
1501028/E13098	01/09/15	01	ADA UPGRADES 130006300SW	17-11-50-5320		FAU 2014	01/20/15	2,587.64
				ENGINEERING SERVICE-MFT				
							INVOICE TOTAL:	2,587.64
1501059/14-T548	01/13/15	01	N.SPRUCE ST.WIDENING	01-41-50-5320			01/20/15	375.00
				ENGINEERING SERVICE-SA				
							INVOICE TOTAL:	375.00
							VENDOR TOTAL:	4,672.64
USBLBO USA BLUE BOOK								
532273	01/02/15	01	NUTR.BUFFER SOL/CHART PAPER	52-43-60-6525			01/20/15	180.43
				LAB SUPPLIES-WPCC				
							INVOICE TOTAL:	180.43
							VENDOR TOTAL:	180.43

INVOICES DUE ON/BEFORE 01/20/2015

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
UTDYCO UTILITY DYNAMICS CORPORATION								
PAY EST 1/E13057	01/05/15	01	DIV.ST. LIGHTING POPLAR-WALNUT	18-11-80-8800			01/20/15	126,493.94
				PARKWAY IMPROVEMENTS-TIF#1				
							INVOICE TOTAL:	126,493.94
							VENDOR TOTAL:	126,493.94
VEWI VERIZON WIRELESS								
9737694296	12/23/14	01	SERVICE 11/24-12/23/14	01-21-50-5520			01/20/15	441.54
				TELEPHONE/INTERNET-PD				
							INVOICE TOTAL:	441.54
							VENDOR TOTAL:	441.54
WADI WAREHOUSE DIRECT, INC.								
2565631-0	01/08/15	01	HIGHLIGHTERS/STENO PADS	01-11-60-6510			01/20/15	23.24
				OFFICE SUPPLIES-ADM				
							INVOICE TOTAL:	23.24
2572019-0	01/14/15	01	BATTERIES/PAPER/FINGER MOIST.	01-11-60-6510			01/20/15	45.61
				OFFICE SUPPLIES-ADM				
							INVOICE TOTAL:	45.61
							VENDOR TOTAL:	68.85
WEDE WEBFOOT DESIGNS, INC.								
103845	01/02/15	01	ANN.WEB. HOST-3/1/15-2/27/16	01-11-50-5370			01/20/15	120.00
				WEB HOST SERVICE				
							INVOICE TOTAL:	120.00
							VENDOR TOTAL:	120.00
WHAJO WHALEN, JOEL								
JANUARY 2015	01/13/15	01	EMP.CELL PHONE EXPENSE REIMB.	01-21-50-5520			01/20/15	65.00
				TELEPHONE/INTERNET-PD				
							INVOICE TOTAL:	65.00
							VENDOR TOTAL:	65.00

INVOICES DUE ON/BEFORE 01/20/2015

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
WRACHA WHITMORE ACE HARDWARE								
JOB#1-12/14	12/31/14	01	RESPIRATOR-2 PK.	01-15-60-6520			01/20/15	8.09
				OPERATING SUPPLIES-B2				
							INVOICE TOTAL:	8.09
JOB#3-12/14	12/31/14	01	WINDSHIELD WASHER FLUID	01-21-60-6130			01/20/15	5.38
		02	PHOTO BATTERY	01-21-60-6890				6.29
		03	SAWZALL BLADE/BITS	01-41-60-6530				30.65
		04	CAULK/COUNTERSINK HDWE.	01-21-60-6110				11.63
				MAINT. SUPPLIES - BLDG - P			INVOICE TOTAL:	53.95
JOB#4-12/14	12/31/14	01	GLUE PLASTER/EPOXY	01-41-60-6145			01/20/15	11.69
		02	CONCRETE MIX	01-41-60-6180				32.34
		03	CAULK FOR SKATE RINK CRACKS	35-11-60-6999				47.18
		04	STEEL STAKES/CORNER BRACE	01-41-60-6170				37.83
		05	PROPANE CYLINDER/QUIKCRETE	01-41-60-6140				68.86
		06	LIGHT SWITCH	01-51-60-6110				13.48
		07	LT.REELS/ADAPTER/PAINT SUP.	01-41-60-6860				122.97
		08	CONCRETE MIX	SEASONAL DECORATIONS-SA				21.56
		09	PROPANE HEATER	01-41-60-6143				134.99
		10	MAP PRO GAS/ROLLER FRAME	01-41-60-6290				14.83
				MAINT. SUPPLIES-ST.SIGNS-SA				
				MAINT. SUPPLIES-OTHER-SA				
				OPERATING SUPPLIES-SA				

INVOICES DUE ON/BEFORE 01/20/2015

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT	
WHACHA WHITMORE ACE HARDWARE									
JOB#4-12/14	12/31/14	11	GARDEN SPRAYER (ICE MELT LIQ)	01-41-60-6160			01/20/15	15.29	
		12	BATTERY/MISC.RDWE/CONC.FHP	MAINT.SUPPLIES-SNOW REMOVA 01-41-60-6120				67.88	
		13	ROPE CLIP	MAINT.SUPPLIES-EQUIP-SA 01-41-60-6890				4.31	
		14	RUBBER MALLET	OTHER SUPPLIES/MAT.-SA 01-41-60-6530 SMALL TOOLS-SA				6.29	
								INVOICE TOTAL:	599.49
JOB#6-12/14	12/31/14	01	SOAPS/CEMENT	52-43-60-6520			01/20/15	20.22	
		02	PAINT/CONDUIT/ELEC.TAPE	OPERATING SUPPLIES-WPCC 52-43-60-6120				31.92	
		03	PAINT SUPPLIES	MAINT.SUPPLIES-EQUIP-WPCC 52-43-60-6530				13.38	
		04	GARBAGE BAGS	SMALL TOOLS-WPCC 52-43-60-6540				16.18	
		05	BIT/ANCHORS	JANITORIAL SUPPLIES-WPCC 52-46-60-6120				8.23	
		06	MOUSE TRAPS	MAINT.SUPPLIES-EQUIP-COLL 52-46-60-6520				4.12	
		07	GATE PAINT/TOOLS/NET HOOKS	OPERATING SUPPLIES-COLL 35-11-60-6999 VILLAGE ONLY LEGACY COMMOD				41.94	
								INVOICE TOTAL:	135.99
JOB#7-12/14	12/31/14	01	FUSES - STOCK	01-41-60-6120			01/20/15	6.36	
								INVOICE TOTAL:	6.36
								VENDOR TOTAL:	803.88
WILST WILKEN, STACI									
JANUARY 2015	01/13/15	01	EMP.CELL PHONE EXPENSE REIMB.	04-11-50-5520			01/20/15	65.00	
								INVOICE TOTAL:	65.00
								VENDOR TOTAL:	65.00

INVOICES DUE ON/BEFORE 01/20/2015

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT	
WILTE WILSON, TERRY									
JANUARY 2015	01/13/15	01	EMP.CELL PHONE EXPENSE REIMB.	52-43-50-5520			01/20/15	65.00	
								INVOICE TOTAL:	65.00
								VENDOR TOTAL:	65.00
								TOTAL ALL INVOICES:	849,645.01