Resolution No. 09-2016

RESOLUTION

VILLAGE OF GILBERTS

Resolution authorizing an agreement between the Village of Gilberts and Phoenix & Associates to provide professional services for designing and constructing Kerry Court Road drainage improvements

Be it Resolved by the President and Board of Trustees of the Village of Gilberts, Kane County, Illinois that:

Section 1:

The Village of Gilberts hereby authorizes the Village President and Village Clerk to execute an agreement between the Village of Gilberts and Phoenix & Associates to provide professional services for designing and constructing Kerry Court drainage improvements as here by attached hereto and made a part hereof as Exhibit A as approved.

Section 2:

This resolution shall be in full force and in effect from and after its passage and approval pursuant to law.

Passed this 5th day of April, 2016 by a roll call vote as follows:

	Ayes	Nays	Absent	Abstain
Trustee David LeClercq	✓			
Trustee Dan Corbett	✓			
Trustee Nancy Farrell	✓			
Trustee Louis Hacker	✓			
Trustee Elissa Kojzarek	✓			
Trustee Guy Zambetti	✓			
President Rick Zirk				

APPROVED THIS 5th DAY OF April, 2016

Village President, Rick Zirk

(SEAL) VILLAGE OF GILBERTS ILLINOIS INCORPORATED 1890

ATTEST: Debra Meadows

Village Clerk, Debra Meadows

Phoenix & Associates
DEVELOPMENT & LAND USE CONSULTANTS
94 RAILROAD ST., GILBERTS, IL 60136
PHONE: 847-836-1090 FAX: 847-836-1092

3/01/16

The Village of Gilberts
Attn: Mr. William Beith
87 Galligan Rd
Gilberts, IL 60136

RE: **724 Kerry Ct. Gilberts IL 60136**

Phoenix & Associates, Inc. to furnish all labor and materials to provide the following scope of work at the above mentioned property:

Drainage improvements to include the following:

This project is proposed to be completed by Phoenix at no upfront cost the Village of Gilberts. It is understood that there may be approximately .5 acre feet of detention required by the expansion of a facility in Gilberts Old Town Industrial, which would be purchased from Phoenix's enrolled detention facility through the existing License agreement. The purchase of said detention credits would entitle the Village to an administrative fee, which is anticipated to be approximately $2,500.00, but will be determined at final sale of detention credits. The work proposed below would then be deducted from said fee entitled to the Village, with any remaining fee to be provided to the Village.

- Provide two PVC/HDPE inlet structures and approximately 100' of drain tile
- Redefine approximately 60-100' of swale area
- topsoil/seed/blanket to restore areas of disturbance

Total Cost: $2,300.00 _____ Accept (please initial)

Permits, if required, are not included in this price. Unless requested, it will be the responsibility of the owner to apply for all permits. If Phoenix & Associates, Inc. applies for permit, it will be charged back to customer at actual cost.

Phoenix will implement the use of low gravity pressure machines throughout the project, however certain damages to grassy landscape features may occur. Phoenix will make their best effort to render services outside of a 24 hour period after a rain even to minimize damages. Phoenix is not liable for any damages to any damages incidental to completing the above specified scope of services.

Terms and Conditions:

Permit as applicable must be on premises before work can commence. Any additional work required involving extra time and/or material will be completed only after receipt of signed change order and will become an extra charge over and

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above this proposal. Any repairs that may be required will not commence until Phoenix has received at least 90% of funds due us.

All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Phoenix & Associates, Inc. is covered by Liability, Automobile and Workers' Compensation Insurance. A certificate of insurance, naming the owner as additional insured, will be supplied upon request. We will not warranty any material that we did not originally install; i.e. base or sub-base. Any past due balance shall incur a 2% per month interest charge. Customer agrees to pay all reasonable costs, expenses and attorney fees incurred to collect sums past due.

Note: This proposal may be withdrawn anytime after 30 days if not signed and accepted.

Signing of this proposal constitutes a contract between Phoenix & Associates, Inc. and The Village of Gilberts for the above specified work. A signed contract is required before commencement of work.

Respectfully submitted:_____

Casey Hutson

Phoenix & Associates, Inc.

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. Payment will be made as outlined above.

Authorized Signature:_____

The Village of Gilberts

Date: April 5, 2016

Thank you for giving us the opportunity to submit this proposal. Please return (1) copy of signed proposal prior to work commencement.

724 Kerry Ct

Gene Germaine
itsgermaine@sbcglobal.net
Cell: 847-417-6460