

**NOTICE OF
STANDING COMMITTEES**

Scheduled for
Tuesday, October 9, 2018,
beginning at 6:45 p.m. in

Council Chambers
Village Hall of Tinley Park
16250 S. Oak Park Avenue
Tinley Park, Illinois

Special Public Works Committee

A copy of the agendas for these meetings is attached hereto.

Kristin A. Thirion
Clerk
Village of Tinley Park

NOTICE OF A SPECIAL MEETING
OF THE PUBLIC WORKS COMMITTEE

Notice is hereby given that a special meeting of the Public Works Committee of the Village of Tinley Park, Cook and Will Counties, Illinois, will begin at 6:45 p.m. on Tuesday, October 9, 2018, in Council Chambers at the Village Hall of Tinley Park, 16250 S. Oak Park Avenue, Tinley Park, Illinois.

1. OPEN THE MEETING.
2. CONSIDER APPROVAL OF THE MINUTES OF THE SPECIAL PUBLIC WORKS COMMITTEE MEETING HELD ON OCTOBER 2, 2018.
3. DISCUSS PARKWAY TREE PLANTING PROGRAM – SUBURBAN TREE CONSORTIUM.
4. DISCUSS CONTRACT AWARD OF ROAD SALT FOR 2018-2019.
5. DISCUSS CONTRACT AWARD-RENEWAL CUL-DE-SACS SNOW REMOVAL.
6. DISCUSS CONTRACT AWARD-RENEWAL PARKING LOT SNOW REMOVAL.
7. RECEIVE COMMENTS FROM THE PUBLIC.

ADJOURNMENT

KRISTIN A. THIRION
VILLAGE CLERK

MINUTES
Special Meeting of the Public Works Committee
October 2, 2018 - 6:45 p.m.
Village Hall of Tinley Park – Council Chambers
16250 S. Oak Park Avenue
Tinley Park, IL 60477

Members Present: B. Younker, Chairman
W. Brady, Village Trustee
M. Glotz, Village Trustee

Members Absent: None

Other Board Members Present: M. Pannitto, Village Trustee
C. Berg, Village Trustee
J. Curran, Village Trustee

Staff Present: D. Niemeyer, Village Manager
P. Carr, Assistant Village Manager
K. Workowski, Public Works Director
J. Urbanski, Assistant Public Works Director
C. Zemaitis, Village Engineer
D. Framke, Marketing Director
P. Connelly, Village Attorney
L. Godette, Deputy Village Clerk
L. Carollo, Commission/Committee Secretary

Item #1 - The Special Meeting of the Public Works Committee was called to order at 6:46 p.m.

Item #2 – CONSIDER APPROVAL OF THE MINUTES OF THE SPECIAL PUBLIC WORKS COMMITTEE MEETING HELD ON SEPTEMBER 18, 2018 – Motion was made by Chairman Younker, seconded by Trustee Glotz, to approve the minutes of the Special Public Works Committee meeting held on September 18, 2018. Vote by voice call. Chairman Younker declared the motion carried.

Item #3 – DISCUSS ENGINEERING CONTRACT FOR PLAZA SCOPE OF SERVICES - Village staff met and discussed proposed improvements and site layout for the Harmony Square Downtown Plaza Development proposed on North Street between Oak Park Avenue and 67th Avenue. The Village currently has a Professional Design Services contract with the Lakota Group for landscape preparation and site design documents for the project.

The Professional Engineering Services Agreement for Harmony Square will address the schematic design and design development requirements, along with preparation of construction plans and specifications for the site's civil and electrical portions of the project. Additional services also include materials testing and construction observation.

A total of \$7,546,057 is available in funding the Downtown Plaza Expansion project and is appropriated as such in the FY-19 Budget.

Staff recommended Professional Engineering Services Agreement approval in the amount of \$288,500, for Harmony Square Downtown Plaza Development project to Christopher B. Burke, Ltd.

Motion was made by Chairman Younker, seconded by Trustee Brady, to recommend the Professional Engineering Services Agreement for plaza scope of services be placed on the agenda for the Village Board meeting to be held on October 2, 2018. Vote by voice. Chairman Younker declared the motion carried.

Item #4 – DISCUSS CONTRACT WITH SUPERIOR PUMPING SERVICES FOR REPLACEMENT AND INSTALLATION OF PUMPS AT POST 4 AND POST 7 - Post 4 and Post 7 have been experiencing clogs and failures due to a heavy inflow of rags, which currently the ejector pumps in place do not have the capability of passing the rags through. Post 4 and Post 7 each have two pumps, one of which at each location are inoperable and beyond repair, causing both lift stations developing high pump maintenance costs. Post 7 has currently been experiencing these problems, whereas Post 4 has had these ongoing issues for 2 years.

The Village's current contractor, Superior Pumping Services, provided a bid of \$122,000.00 for replacement and installation of a total of four pumps at Post 4 and Post 7. Funding in the amount of \$122,000.00 is available in the approved FY18-19 Budget.

In lieu of continued high maintenance costs, staff recommended replacement of all four pumps at Post 4 and Post 7 with Flygt pumps, which will resolve the clogs and pump failures at Post 4 and Post 7.

Chairman Younker asked whether Public Works could work with the Marketing Department to inform the public of these problems. K. Workowski, Public Works Director stated with a variety of flushable items available the pumps need to be replaced with pumps able to support these items.

Motion was made by Chairman Younker, seconded by Trustee Brady, to recommend contract approval with Superior Pumping Services for replacement and installation of pumps at Post 4 and Post 7 be placed on the agenda for the Village Board meeting to be held on October 2, 2018. Vote by voice. Chairman Younker declared the motion carried.

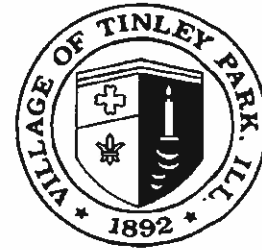
Item #5 – RECEIVE COMMENTS FROM THE PUBLIC - Resident, Lydia Kozlik, stated construction is being done near her home with obstruction of the sewers and when it rains heavily, there is a couple of feet of water backup on her property. Mr. Workowski stated it is the contractor's responsibility to maintain the silk fencing required by the EPA. Mr. Workowski stated he will contact the contractor to address the water backup she has been experiencing.

ADJOURNMENT

Motion was made by Chairman Younker, seconded by Trustee Brady, to adjourn this Special Meeting of the Public Works Committee. Vote by voice call. Chairman Younker declared the motion carried and adjourned the meeting at 6:51 p.m.

lc

Memorandum



To: Kevin Workowski, Public Works Director
From: Kelly Mulqueeney, Street Superintendent,
Date: August 13, 2018
Subject: Parkway Tree Planting Program: Suburban Tree Consortium

Presented for October 9, 2018 Committee Meeting Agenda for consideration and possible action:

PROJECT OVERVIEW

Background:

Tree Planting

Spring 2017 was the final season of the EAB replacement tree planting program with Beary Landscaping. In years past we replanted 300-500 trees annually. We recommend resuming the pre-EAB planting numbers of 300-500 trees planted per year. The most efficient way to accomplish this would be through a contract growing program, such as those offered by the suburban tree consortium.

Proposed Action:

Suburban Tree Consortium (STC)

The STC is an intergovernmental agreement established by its members to contract and negotiate with nurseries and tree planting services to provide its members with a variety of quality trees at reasonable prices. The two program options are the five year contractual program or the seasonal bid program. The five year contractual allows municipalities to project their needs ahead for 5 years and the trees will be grown specifically for that municipality. The seasonal bid program allows municipalities to bid as a group each spring and fall, to provide budgetary flexibility each year while benefitting from the savings of a joint purchase.

There are currently 38 Chicagoland municipalities that participate. For example, a few nearby municipalities that are members include: New Lenox, Burr Ridge, Oak Lawn, Hinsdale, Plainfield, LaGrange, and Western Springs. There is a \$575 annual membership fee, and joining the consortium requires adopting a resolution to agree to the bylaws of the consortium which requires Mayoral approval and the approval of the Village Board.

From talking to members and seeing the price lists and trees themselves, we have seen the quality of plant material is very high, their mortality rate has been very low, and their pricing is far cheaper than the last couple of smaller planting jobs we have done with Landscape Supply, Inc. It was comparable to the very competitive pricing that we had in place with our tree planting contract with Beary Landscaping, which was a result of having such a large economy of scale. We can again take advantage of that economy of scale by pooling together with this consortium. Our recommendation is to consider joining the STC under the

seasonal bid program.

Below is an example cost comparison for a few different species. The prices are coming in more than \$100 cheaper per tree than our typical costs with our recent tree plantings.

Suburban Tree Consortium 2018			Landscape Supply 2018	
\$	349.00	Redbud	\$	475.00
\$	344.00	American Hornbeam	\$	500.00
\$	338.00	Pear	\$	480.00
\$	349.00	Swamp White Oak	\$	490.00
\$	312.00	American Linden	\$	490.00
\$	349.00	London Planetree	\$	490.00
\$	2,041.00	EXAMPLE TOTAL	\$	2,925.00
\$	340.17	EXAMPLE AVERAGE	\$	487.50

With these rates, we could resume the pre-EAB planting numbers of 300-500 trees per year for approximately \$105,000 to 175,000, while still assuring a very high quality of plant material with the ability to choose from a number of reputable nurseries, and assuring trees are planted by reputable contractors that have established relationships with other municipalities and nurseries and who have been using them for years. Our recommendation is for the Village of Tinley Park to pursue joining the Suburban Tree Consortium at this time.

Staff Direction:

The following actions are requested:

1. Approve the recommendation to apply for membership to the STC under the seasonal bid program.
2. Approve funding for membership dues of \$575. This is a recurring annual cost, with the first year of dues required up front in order to join.
3. Approve and sign the Ordinance for Membership- Exhibit A.



Programs

To help serve the urban forestry needs of a diverse group of municipalities, three programs have been developed. Each program can be used alone or in combination with either of the other programs. Participation in any program in any year is strictly voluntary. Municipalities are not required to purchase a specific number of trees each year.

The Five Year Contractual Program allows towns with long term tree plans to project their needs ahead for five years. The nurseries are inspected annually to ensure quality, adherence to Consortium specifications and plant availability. The municipality orders trees annually and actual expenditures are made when the plants are delivered. In most cases, availability is guaranteed in the fifth year. The STC contract with the nurseries provides that prices for any given year cannot exceed 5% of the nursery published catalog price for that year. The Suburban Tree Consortium currently has contracts with four nurseries to grow trees for our members.

The Seasonal Bid Program allows municipalities to bid as a group each Spring and Fall. This program gives a town budgetary flexibility for that year while, at the same time, benefitting from the savings of a joint purchase. The nurseries are inspected each season for quality and adherence to Consortium specifications. Trees are tagged each season and orders are subject to availability.



History

The Suburban Tree Consortium was created in 1985 by a group of municipalities wishing to improve the quality and selection of parkway trees in the Chicago area. Low bid selections year after year had brought about high mortality rates, which in turn had an effect on the municipality's credibility. Additionally, low bid requirements provided for little continuity and consistency with area nurseries, resulting in poor quality and selection.

The communities lobbied, with the help of the West Central Municipal Conference, to change state statute to extend the length of time municipalities could enter into contractual relationships with area nurseries. Today, Illinois State Law allows municipalities to enter into long term contractual relationships for the purpose of procuring parkway trees for up to ten years. The goal of the Consortium was and has been for a group of municipalities to enter into a contract growing arrangement whereby nurseries would grow trees according to predetermined specifications. Those trees would be made available for Fall and Spring plantings up to a five-year period.

The benefit of municipalities working together is two-fold. First, buying power and economies of scale are increased by merging orders, and mortalities are decreased because of more stringent specifications and better relationships with area nurseries. Second, municipalities communicate more, increasing the awareness and promoting the concepts of urban forestry in general.

ORDINANCE FOR MEMBERSHIP-EXHIBIT A

**AN ORDINANCE AUTHORIZING PARTICIPATION IN THE
SUBURBAN TREE CONSORTIUM**

WHEREAS, the Village of _____ has pursued a vigorous tree replacement program and promoted the forestation of vacant parkways, recognizing the aesthetic and environmental importance of trees in the community; and

WHEREAS, Chapter 65 of ILCS 5/11-73.1-1 entitled "Municipal and Joint Municipal Tree Planting Programs", authorizes municipalities to jointly enter into long term contracts for the purchase and delivery of trees; and

WHEREAS, the Village of _____ has a concern about the diminishing supply of adequate and varied tree stock available at reasonable prices in the Metropolitan Chicago area; and

WHEREAS, the Suburban Tree Consortium Agreement and the Suburban Tree Consortium Act is a long term plan for the planting of trees on property located within the municipality.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of _____ County, Illinois as follows:

SECTION I. That the President and Village Clerk are hereby authorized to accept on behalf of the municipality the contracts and bylaws of the Suburban Tree Consortium. A copy of the contracts and bylaws as currently amended are appended to and made part of this Ordinance for Membership as Exhibit A.

SECTION II. The participation of this governmental entity, as a member of the agency, shall commence on the date membership of this community is accepted by the Board of Directors of the Suburban Tree Consortium. The municipality shall appoint a representative to the STC Board.

SECTION III. This ordinance shall be in full force and effect from and after its passage and approval as by Statute in such case made and provided. This ordinance shall be published in pamphlet form as provided by law.

ADOPTED by the President and Board of Trustees of the Village of _____
_____ County, Illinois, this _____ day of _____, 19__.

APPROVED:

ATTEST:

President

Clerk

**A RESOLUTION EXPRESSING INTENT TO PARTICIPATE IN THE SUBURBAN TREE
CONSORTIUM FIVE YEAR CONTRACTUAL PROGRAM – EXHIBIT B**

WHEREAS, the City [Village] of _____ has heretofore joined the cooperative known as the Suburban Tree Consortium; and

WHEREAS, the Suburban Tree Consortium was created to jointly purchase parkway trees on behalf of a number of municipalities in an effort to realize cost savings and insure a reasonable supply and variety of suitable parkway trees; and

WHEREAS, Chapter 65 of ILCS 5/11-73.1-1 entitled "Municipal and Joint Municipal Tree Planting Programs", authorizes municipalities to jointly enter into long term contracts for the purchase and delivery of trees; and

WHEREAS, due to the nature of the nursery industry and the plant materials desired by the Suburban Tree Consortium, assuring a reasonable number and variety of parkway trees at the best price is possible only with a multi-year commitment on the part of the Consortium Members, so as to allow adequate planning by the Consortium and the Nurseries/Suppliers; and

WHEREAS, the Suburban Tree Consortium member municipalities provide the Nurseries/Suppliers a projection of their parkway tree requirements for the next five years; and

WHEREAS, the Suburban Tree Consortium can realize the necessary number and variety and the best price of such parkway trees only by providing assurance to the tree Nursery/Supplier of the level of interest by the Consortium Members; and

NOW THEREFORE BE IT RESOLVED by the City Council [President and Board of Trustees] of the City [Village] of _____, (County), Illinois, as follows:

1. The City [Village] does hereby express its intent to remain a member of the Suburban Tree Consortium and to procure parkway trees through the Consortium, subject to sufficient annual budgeting therefor for the five year period. A summary of the anticipated 5-year order is attached.
2. All ordinances and resolutions, or parts of ordinances and resolutions, in conflict with this resolution are hereby rescinded.

BE IT FURTHER RESOLVED that the City [Village] Clerk is hereby authorized and directed to send a copy of this Resolution to the Suburban Tree Consortium Secretariat at the West central Municipal Conference Office..

Mayor [President]

Passed: _____

Attest: _____
City [Village] Clerk



BY-LAWS REVISED 03/10/16

ARTICLE I

PURPOSE

The Suburban Tree Consortium (hereafter called the STC) is an intergovernmental agreement voluntarily established by its members for the purpose of:

- Contracting and negotiating with tree nurseries to provide its members with a variety of quality trees at reasonable prices;
- Contracting and negotiating with tree planting services on behalf of its members;
- Providing a forum for mutual study, development and implementation of municipal tree growing, planting and maintenance programs for all its members;
- Providing arboricultural services to other member governmental units.

Any trees or services which may be acquired during the term of this agreement shall be paid for, owned, and be maintained on an individual basis by each municipality which desires to make any such acquisition. This individual ownership arrangement shall not, however, prevent STC from bargaining on behalf of any member(s) in an effort to reduce costs of any type.

ARTICLE II

POWERS

The powers of STC are as follows:

- To enter into contracts, for the performance of services directly related to this venture;
- To employ agents and consultants for the operation and maintenance of a system for the growing, planting, and care of trees;
- All powers necessary and incidental to carrying out the purposes set forth in Article I of this agreement.

ARTICLE III

PARTICIPATION

- A. Membership shall be limited to Chicago Metropolitan municipalities within a sixty (60) mile radius of the City of Chicago.
- B. To apply for membership a municipality shall submit to the STC:
1. A certified copy of an ordinance passed by the municipality's governing board authorizing membership in the STC. This ordinance shall acknowledge the municipality's acceptance of all existing STC contracts; each municipality is responsible for its individual debts and liabilities incurred while a member of the STC; the remaining STC members shall not absorb another member's debts and liabilities by default; that the municipality's needs are compatible with the STC; and the appointing of a designated official and alternate to the STC Board. Such ordinance shall be substantially similar to the ordinance for membership attached as Exhibit A.
 2. Payment of membership fee of \$575.00 to the STC.
 3. Upon receipt of the ordinance for membership and fee, the STC Board of Directors shall motion the application at the Board's next regular meeting. New members shall be admitted by a majority vote of the Board of Directors.

- C. Provide a certified copy of the resolution of intent to the STC with the annual membership renewal and is attached as Exhibit B.
- D. Current member municipalities shall annually at the start of the new fiscal year (May 1) pay membership dues of \$575.00, or as amended.
- E. Only member municipalities who have paid all dues, fees and other charges may vote and participate in STC functions.

ARTICLE IV

BOARD OF DIRECTORS

- A. There is hereby established, for the STC, a Board of Directors which shall consist of one designated official, or alternate, of each member municipality.
- B. The Board of Directors shall determine general policy of the STC, and shall have the responsibility for the hiring of consultants, approval of amendments to this agreement, approval of the acceptance of new members, and approval of the annual budget of the STC.
- C. Each municipality that is a member of the STC shall be entitled to one seat on the Board of Directors and shall be entitled to one vote thereon. Such one vote may be cast only by the designated official or designated alternate.
- D. Each designated official shall serve on the Board until a successor is appointed by his or her municipality. When such designated official ceases to be an officer of the member municipality appointing such officer, the official shall cease to be a Board member of STC.
- E. The Board of Directors may establish rules governing its own conduct and procedures and have such express or implied authority as is not inconsistent with or contrary to the laws of the State of Illinois or this Agreement.
- F. Unless otherwise specified in this agreement, all business by such Board of Directors shall consist of a majority vote of the membership present at the meeting or submitting votes in advance. Due to the nature of multiple municipal responsibilities and the need to proceed with matters of business in a timely fashion, voting may be conducted in person at any board meeting and by telephone, facsimile or electronic-mail before the board meeting by members unable to attend in person. A majority shall be one (1) more than half the combined total votes cast in person plus those submitted before the meeting. All such voting activities shall be

recorded by the STC Secretariat.

- G. No one serving on the Board of Directors shall receive any salary or compensation from the venture. The daily operation of the venture shall be conducted under the direction and supervision of the Board of Directors, subject to the policy limitations established by the Board of Directors from time to time. Except as specifically excepted herein, no contract or other obligation of this venture shall be binding unless approved or ratified by the Board of Directors.

ARTICLE V

BOARD OF DIRECTORS MEETINGS

- A. Regular meetings of the Board of Directors shall be held twice per year. Special meetings of the Board of Directors may be called by its President, or shall be called upon written request by two of its members. Twenty-four (24) hours notice of special meetings shall be given to the official representatives of each member municipality and an agenda specifying the subject of such special meeting shall accompany such notice. Business conducted at said meetings shall be limited to those items specified in the agenda.
- B. The time, date, and location of regular and special meetings of the Board of Directors shall be determined by the President of the Board of Directors.
- C. Notice of the regular meetings of the Board of Directors shall be given to the designated official of each member municipality at least five (5) days prior to such meeting, and an agenda for such meeting shall accompany the notice; however, such meeting shall not be limited to the matters set forth in such agenda.
- D. All business which requires a vote shall be as set forth in Article IV.

ARTICLE VI

OFFICERS OF THE BOARD OF DIRECTORS

- A. Officers shall consist of a President, Vice President, Treasurer, Secretary and Member at Large. All officers shall be elected by the Board of Directors.
- B. Officers shall be elected for a minimum of a two year term and a maximum of a 5 year term and shall serve terms rotating through the positions in a fixed sequence in

the following order: member at large; secretary; treasurer; vice-president and president. New officers shall take office at the adjournment of the summer meeting of the Board of Directors at which they are elected. Nominations for the executive committee positions as listed above will be accepted at the winter meeting, to be voted on at the next summer meeting.

- C. A vacancy shall immediately occur in the office of any officer upon the resignation or death of such person holding such office or upon his/her ceasing to be an officer or employee of any member government. Upon a vacancy occurring in the office of any officer, the Board of Directors may appoint a successor to fill the vacancy. The rotation of officers may be advanced one year before the vacancy has been filled if the Board of Directors finds this advisable.
- D. Any officer or agent elected by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the STC would be served thereby.
- E. The President shall be the principal executive officer of the STC and shall in general supervise and control all of the business and affairs of the STC. In general, the President shall perform all duties incident to the office of President and such other duties consistent with this agreement as may be prescribed by the Board of Directors from time to time.
- F. In the absence of the President or in the event of his/her inability or refusal to act, the Vice President shall perform the duties of the President including the authority to sign instruments which have been authorized for execution by the Board of Directors; and when so acting, shall have all the restrictions as that of President.
- G. The Executive Committee, consisting of the President, Vice-President, Treasurer, Committee Liaison and Member At-Large will be responsible for reporting and working with all STC committees, and carrying out the decisions of the majority of the members.
- H. The STC shall contract for services for a Secretariat to perform the various functions, which include but are not limited to the following:
 - (a) Keep the minutes of the Board of Directors meetings in one or more books provided for that purpose;
 - (b) See that all notices are duly given in accordance with the provisions of this Agreement;
 - (c) Be custodian of the records of the STC;

- (d) Have charge and custody of and be responsible for all funds and securities of the STC;
 - (e) Receive and process invoices for monies due and payable to the STC from any source whatsoever;
 - (f) In general, perform all the duties incident to the office of Secretariat and such other duties as from time to time may be assigned by the President or the Board of Directors. A Memorandum of Understanding specifying the dollar amount of the Secretariat Service shall be renewed annually by the Board of Directors.
- I. Officers shall serve without compensation from the STC except that they shall be reimbursed for authorized out-of-pocket expenses made on behalf of the Consortium.
 - J. The Board of Directors shall have the authority to contract with other municipal bodies for use of Consortium facilities, equipment, and programs and to establish appropriate charges therefore.
 - K. At each regular meeting of the Board of Directors, the Secretariat, along with the Treasurer, shall report budget and financial transactions since the previous regular meeting.
 - L. The President shall present a full report of his activities at each regular meeting of the Board of Directors.
 - M. The Board of Directors shall (as provided for in the approved budget) have the authority to hire, fix the salary of, and remove the Program Consultants for the STC.

ARTICLE VII

FINANCES

- A. The fiscal year of the STC shall end on April 30th of each year.
- B. An Annual Budget shall be prepared by the Secretariat. At the winter meeting each year, the Board of Directors shall adopt the budget by a majority vote of all the members and shall submit the budget at the winter meeting to each member municipality for inclusion in its budget deliberation and approval. The budget will become effective at the beginning of the next fiscal year, which begins on May 1. Total budgeted expenditures for the STC may not be exceeded unless authorized by each elected legislative body of each participating municipality.

- C. Each member will take all internal required actions to authorize the funds necessary to meet its obligations under the by-laws of the STC.
- D. All STC expenditures, with the exception of nursery and planter payments, will be made under the signatures of the office of Secretariat. Any expenditure over \$500.00 must be approved by the STC Executive Committee by a majority vote. Any member reserves the right to request any expenditure to be voted on by the full STC membership. Such a vote would require a majority rule.

ARTICLE VIII

CONTRACTS ON BEHALF OF THE STC

- A. The Board of Directors may authorize any officer or officers, agent or agents to enter into any authorized contract or execute and deliver any instrument in the name of and on behalf of the STC, and such authority may be general or confined to specific instances. In general, the office of the Secretariat will sign and execute all transactions for the STC.
- B. No loans shall be contracted on behalf of the STC, and no evidences of indebtedness shall be issued in its name.
- C. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the venture, shall be signed by office of the Secretariat of the venture and in such manner as shall from time to time be determined by resolution of the Board of Directors.

ARTICLE IX

WITHDRAWAL, TERMINATION, AND DISSOLUTION

- A. Any participating municipality may at any time give certified written notice of withdrawal from the STC. Any participating municipality may withdraw at any time, with the consent of a majority vote of the members. Certified written notice is defined as a certified copy of the member's village board minutes where a majority vote of the board is in favor of terminating their STC membership. The village clerk will be required to send a certified copy of the board minutes to the Suburban Tree Consortium Coordinator.

B. Upon any such withdrawal:

1. Withdrawal shall not take effect for a period of one (1) year from date of such notification;

2. Fiscal year dues will not be refunded.

3. Upon withdrawal, the withdrawing member shall continue to be responsible:

a) For 100% of its current fiscal year dues, which are non-refundable.

b) For any contractual obligations for a period of one year from the date of certified written notification.

ARTICLE X

LIABILITY AND PROPERTY

A. Except as otherwise provided by individual contracts, all participating municipalities in the STC shall be liable for the debts and liabilities of STC, with the exception of purchases made directly by individual municipalities. Each participant shall indemnify and hold harmless any other member for any loss, cost or expense that may be imposed upon such other member in excess of its proportionate liability.

B. All property including any copyrights or patents acquired by the STC shall be owned in common by the parties to the STC in equal shares, unless otherwise determined in writing by all parties.

ARTICLE XI

AMENDMENT

A. Amendment to this Agreement may be proposed by any member of the Board of Directors. The Amendment shall be submitted to the Board of Directors at least

thirty (30) days prior to the meeting of the Board of Directors at which such amendment is to be considered. The proposed amendment shall be considered by the Board of Directors and a copy thereof, and its reasons therefore, mailed to the Board members at least fifteen (15) days prior to the meeting at which such proposed amendment is to be considered.

- B. A majority vote of the Board of Directors shall be required to recommend any amendments to this Agreement to the governing body of the municipalities.

MUNICIPALITY	ADDRESS	CITY	ZIP	Name	Phone	Cell Phone	Fax
Village of Arlington Heights	222N Ridge Ave	Arlington Heights	60005	Dru Sabatello	(847) 368-5800	847-809-6058	(847)-577-5930
Village of Arlington Heights				Brian Crawford	(847) 368-5842	224-260-6488	
City of Aurora	1000 Ray Moses Drive	Aurora	60505	William Pauley	(630) 256-3684	630-918-0332	(630) 978-1459
City of Batavia	200 North Raddant Rd.	Batavia	60510	Scott Haines	(630) 454-2400		(630)-879-9058
City of Berwyn	6700 W. 30th St.	Berwyn	60402	Bob Schiller	(708) 749-4700		(708) 749-9503
Village of Brookfield	4545 Eberly Ave	Brookfield	60513	Victor Janus	(708) 485-2540	708-516-1534	(708) 485-6575
Village of Burr Ridge	7660 County Line R.	Burr Ridge	60521	Gary Gattin	(630) 323-4733 X6040	630-774-2947	(630)-323-4788
Village of Clarendon Hills	1 N. Prospect Ave.	Clarendon Hills	60514	Joe Ferrel	(630) 286-4750	630-816-2566	(630) 286-4769
Village of Deerfield	465 Elm Street	Deerfield	60015	Eric Oscarson	(847) 317-7245	847-719-7462	(847) 945-0214
City of Des Plaines	1111 Joseph Schwab Rd	Des Plaines	60016	Howard Moser	(847) 391-5473	(847) 391-5471	(847) 297-6801
Village of Downers Grove	5101 Walnut Ave.	Downers Grove	60515	Kerstin von der Heide	(630) 434-5475	(630) 878-7504	(630)-434-5495
City of Elmhurst	209 N. York St.	Elmhurst	60126	Mark Stevens	(630) 530-3126	(630) 330-0900	(630) 530-3048
City of Evanston	2020 Asbury Ave	Evanston	60201	Mark Younger	(847) 448-8061	847-878-1684	(847)-866-2902
City of Geneva	1800 South St.	Geneva	60134	Chris Bong	(630)-232-1501		(630)-208-1503
Village of Glendale Heights	1635 Glen Ellyn Rd	Glendale Heights	60139	Vince Cassata	(630)-260-6060		(630)-260-6733
Village of Glen Ellyn	30 S. Lambert	Glen Ellyn	60137	Julius Hansen	(630)469-6756		(630) 469-3128
Village of Glenview	1333 Shermer Rd.	Glenview	60025	Roy Fickel	(847) 904-4522	847-376-0160	(847) 724-1345
City of Hickory Hills	8652 W. 95th St.	Hickory Hills	60457	Susan Lehr	(708)-598-7855		(708)-598-4705
Village of Hinsdale	19 E. Chicago Ave.	Hinsdale	60521	John Finnell	(630)-789-7043		(630)-789-7046
Village of Kenilworth	419 Richmond Road	Kenilworth	60043	Kevin Zcoli	(847) 251-1666	(847)561-9038	(847) 251-3908
Village of LaGrange Park	447 N. Catherine Ave.	LaGrange Park	60526	Brendan McLaughlin	(708)-352-2922	(708) 446-4493	(708)-354-9942
Village of LaGrange	320 East Ave.	LaGrange	60525	Don Wachter	(708)-579-2328	(708) 528-6286	(708)-579-2330
Village of Lincolnwood	7001 N Lawndale	Lincolnwood	60712	Mark Duntemann	(847) 745-4716		(847) 673-9382
Village of Lisle	925 Burlington Ave.	Lisle	60532	Duane Henry	(630) 271-4180	708-341-9261	(630) 271-4195
Village of Lombard	255 E. Wilson Ave.	Lombard	60148	Eric Hendrickson	(630) 620-5985	(630) 306-2838	(630) 620-5982
Village of Maywood	40 E. Madison St.	Maywood	60153	John West	(708) 344-1200	(708) 491-8842	(708) 344-8380
Village of Mundelein	440 E. Crystal St.	Mundelein	60060	Craig Schau	(847) 949-3270	847-878-1356	(847) 949-9208
Village of New Lenox	701 W. Haven Ave.	New Lenox	60451	Jeff Smith	(815) 485-6452	(815) 260-0133	(815) 485-7726
Village of Northbrook	655 Huehl Road	Northbrook	60062	Terry Cichocki	(847) 664-4125	(630) 464-5570	(847) 272-3629
Village of Northlake	100 W Palmer	Northlake	60164	Dale Roberts	(708) 562-0940		(7018) 562-0966
Village of Oak Lawn	9446 Raymond Ave.	Oak Lawn	60453	Matt Basile	(708)-499-7098	708-516-4605	(708)-499-7065
Village of Oak Park	201 South Blvd	Oak Park	60302	Joe Wyrwat	(708)-358-5700	(708) 724-3856	(708)-358-5711
City of Park Ridge	505 Butler Pl.	Park Ridge	60068	Tony Gliot	(847)-318-5231	(847) 917-5111	(847)-318-5562
Village of Plainfield	14400 Coil Plus Dr.	Plainfield	60544	T.J. Countryman	(815) 436-3577 x502	(815) 693-8007	(815) 254-9304
Village of Riverside	3860 Columbus Blvd.	Riverside	60546	Mike Collins	(708) 442-3590	(708) 243-4335	(708) 442-5694

MUNICIPALITY	ADDRESS	CITY	ZIP	Name	Phone	Cell Phone	Fax
Village of Sugar Grove	10 Municipal Dr	Sugar Grove	60554	Geoff Payton	(630) 466-4507	(630) 461-4759	(630) 466-1083
Village of Western Springs	740 Hillgrove Ave.	Western Springs	60558	Bob Goodman	(708) 246-1800		(708) 246-0284
Village of Westmont	31 W. Quincy St.	Westmont	60559	Jonathan Yeater	(630)-981-6285		(630)-829-4478
Village of Wheeling	77 W Hintz Road	Wheeling	60090	Lori Hazlewood	(847) 279-6951	(847) 561-1079	(847)-279-6420



Interoffice Memo

Date: October 5, 2018

To: Kevin Workowski, Public Works Director

From: Kelly Mulqueeny, Street Superintendent

Subject: 2018-2019 Salt Purchase

Presented for October 9th 2018 Public Works Committee for consideration and possible action:

Description: This purchase agreement locks in the price for bulk salt from Morton Salt, delivered to the Public Works facility at \$87.45 per ton. Under this agreement the Village is required to take delivery of 5,500 tons of salt over the winter season.

The total cost for 2018-2019 season: \$480,975.00

A request for a purchasing agreement proposal for bulk rock salt was requested from 9 companies. Two (2) proposals were received as follows:

Morton Salt, Inc	Oakbrook, IL	\$87.45 per ton
Chicago Salt *	Riverdale, IL	\$106.00 Per ton
Oakley Fertilizer	North Little Rock, AR	No response
Cargill	North Olmsted, OH	Declined
Compass Minerals	Overland, KS	Declined
Central Salt	Lemont, IL	No Response
National Salt	Itasca, IL	No Response
Gunther Salt	St Louis, MO	Declined
Midwest Salt	West Chicago, IL	Pulled quote

*Could not supply full amount request, 5500 tons

Background: Central Management Services (CMS) contracts for a state-wide purchase for bulk road salt supply opened bids in June and the median cost per ton for surrounding communities was not released as of yet.

Budget / Finance: Funding for this purpose is available in the Road & Bridge and Commuter Parking Lot Operating & Maintenance Funds.

O&M Budget Road & Bridge amount available	\$347,500.00
O&M Commuter Parking Lot amount available	\$ 10,000.00
Amount required for salt purchase	<u>(\$480,975.00)</u>
Amount OVER budget	<u>(\$123,475.00)</u>

Staff Direction Request:

1. Approve purchase agreement with Morton Salt, for the FY19 bulk salt purchase in the amount of \$87.45 per ton at a cost not to exceed \$480,975.00.
2. Direct Staff as necessary.





MORTON SALT

SEP 17, 2018

Village of Tinley Park
16250 Oak Park Avenue
Tinley Park IL 60477

Dear Sir/Madam

MORTON SALT, INC. is pleased to offer you the following bulk deicing salt pricing for the season 2018/2019.

Description	Valid From	Valid To	Transport Mode	Min Order
Bulk Safe-T-Salt	JUL 01, 2018	APR 30, 2019	Delivered	20 TON
5500 TON	5940031727/720		MORTON CALUMET(CH)	87.45 USD per TON
Total Tons:	5500 TON			

Do you wish to change the tonnage? Yes ___ No ___ New tonnage is: _____ Tons

Reason for tonnage change: _____

Delivered prices are based upon full truckload quantities specific to the delivery address shown below.
Normal delivery is 1-5 business days ARO.

Any applicable taxes are extra. Terms are net 30 days. Initial order must be placed by December 31st.

Please review your account information and advise if any changes are required;

Delivery Address:
VLG TINLEY PARK-IL
7980 183RD ST
TINLEY PARK IL 60477-3679

Print Name: _____
Title: _____
Email Address: _____
Phone Number: _____
Fax Number: _____

Customer #3656176

To confirm and accept this quotation, please sign the acceptance and return via mail (address below), email, or fax within 30 days of the date shown above.

Acceptance:

I accept the MORTON SALT, INC. price for season 2018/2019.

Signature: _____

Date: _____

Return to:
Customer Service
Email: buyroadsalt@mortonsalt.com
Fax: 630-214-0725
444 W Lake St.
Chicago IL 60606

444 West Lake Street
Suite 3000
Chicago, IL 60606-0090

TEL 312.807.2000
WEB mortonsalt.com

MORTON SALT, INC.
A K+S GROUP COMPANY

5930001536



MORTON SALT

To place orders, please contact our Customer Service Department:
Phone: 855-665-4540
Fax: 630-214-0725
Email: buyroadsalt@mortonsalt.com

Normal business hours are 6:00am to 4:00pm CST, M-F.
For your convenience, MasterCard, VISA and American Express are accepted at the time of order placement.

Sincerely,

MORTON SALT, INC.



MORTON SALT

Terms and Conditions

1. All orders are subject to the conditions set forth hereon, and no agreement or other understanding in any way modifying or supplementing these conditions shall be binding upon Seller unless made in writing and signed by an authorized executive of Seller.
2. This price quotation does not include sales, use, or any other taxes, which will be added to the price, if applicable.
3. Terms of payment are net thirty (30) days (subject to Credit Department approval). The Seller reserves the right to charge a one and a half percent (1½%) per month service charge on amounts outstanding more than thirty (30) days from the date of the invoice, effective as of the thirty-first day from the date of the invoice.
4. Effort will be made to effect shipment as soon as possible after an order is received but Seller shall not be responsible for any delay or failure to deliver caused wholly or in part by any cause not resulting from negligence on the part of Seller, including without limitation, fire, flood, accident, strike, labor trouble, civil commotion, acts of terrorism, war, demands, requests or requirements of governmental authority, failure in production equipment, product availability, inability to obtain fuel, power, raw materials or shipping capacity or acts of God, including snow, ice or other weather related problems. Transportation surcharges may be applied in the event of significant cost increases in transportation beyond the reasonable control of the Seller.
5. All claims of shortages in quantities delivered, quality or delivery of material other than ordered must be made in writing by Buyer within seven (7) days of receipt of shipment and supported by satisfactory evidence. Buyer, by acceptance of the material covered by this transaction, assumes all risk and responsibility incident to the handling and use of said material and for the results obtained through use of said material, and shall indemnify and hold Seller harmless of and from any and all claims with respect thereto.
6. Seller warrants the material sold hereunder is suitable for ice control only. Seller's liability is limited to providing additional material to the extent any material is shown to be otherwise than as warranted, and Seller shall be in no event liable otherwise or for indirect or consequential damages. THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
7. The SELLER reserves the right upon notice to BUYER to condition any future shipments (including those previously ordered or in transit) upon SELLER'S receipt of cash, certified or cashier's check in the amount of the invoice prices of such shipments and inclusive of all freight.
8. Delivered prices are based upon full truckload. Shipments are made in dump trucks carrying 20-25 tons and normally delivered within 5 days. Exceptions to truck minimums: in Michigan-50 ton minimum (or single trailer 25 ton minimum); Utah-40 ton minimum (or single trailer 25 ton minimum or tri-axle truck 18 ton minimum); Ohio piler delivery-200 ton minimum; 10 ton minimum per truck pickup where offered and available. Please give at least 24 hours notice prior to pick-up.
9. Estimated tonnage for existing customers is a weighted average calculation of purchases from Morton Salt in the last five (5) years. Customer requests above the estimated tonnage are subject to product availability and pricing changes. Increases in any of Seller's transportation and warehousing costs, and extraordinary increases in Seller's costs of production, including without limitation, in its costs of energy or package materials, may be passed along to Buyer upon advance notice to cover the increased costs to Seller.
10. Should fuel costs rise to a level requiring carriers to implement a fuel surcharge, the surcharge amount will be additional, and will be shown as a separate line item on the invoice. If implemented, fuel surcharge amounts may vary weekly, and are based on the fuel cost averages published at www.eia.doe.gov.

Laura Godette (Clerks VH)

From: Denise Benish <chicagosalt@gmail.com>
Sent: Wednesday, August 22, 2018 4:50 PM
To: Kelly Mulqueeny
Subject: Salt Quote

We can supply you with 3000 tons of salt delivered at \$106.00 a ton.
Payment must be 7 days from delivery date.

--

Denise Benish
Accounts Payable
Chicago Salt Company Inc.
902 West 134th st.
Riverdale, Illinois 60827
708-906-4718
www.bulksaltsaleschicago.com



Interoffice Memo

Date: October 2, 2018

To: Kevin Workowski, Public Works Director

From: Kelly Mulqueeny, Street Superintendent

Subject: Service Contract Award-Renewal Cul-de-sacs snow removal (Year 2 of 3)

Presented for October 9th 2018 Public Works Committee for consideration and possible action:

Scope of Work: This service contract is a renewal for snow removal by a qualified contractor from the 252 cul-de-sacs and eyebrows throughout the Village of Tinley Park.

Description: Public works is recommending that we extend our current contract for an additional year for snow removal in our cul-de-sacs in various locations in Village of Tinley Park. The contract has the option of 2 (two) - 1 (one) year renewals. The past year Zenere Trucking & Excavating has proven to be a professional, reliable contractor with reasonable rates.

Background: This service contract was advertised on September 12th 2017 in accordance with state bidding laws, eight (8) contractors reviewed the contracts and two (2) sealed bids were received. This contract includes pricing for 2 optional contract extensions of 1 year each that may be approved at the sole discretion of the Village. Bids were opened and read publicly on Tuesday, October 3rd, 2017, at 2:05 PM by the Village Clerk and Street Superintendent. They were received as follows:

<u>Contractor</u>	<u>Location</u>	<u>Bid</u>
Zenere Trucking & Excavating	Thornton IL	\$134,298.36
Tovar	East Dundee, IL	\$234,112.00

Budget / Finance: Funding is available in the approved FY19 budget, operations and maintenance funds.

Total Budget Available	\$225,000.00
Lowest responsible bidder for 5 events	\$134,298.36

Staff Direction Request:

1. Approve the renewal of the service contract with Zenere Trucking and Excavating the FY19 Cul-de-sacs Snow Removal Contract in an amount not to exceed the total funding amount as determined by the Village Board.
2. Direct Staff as necessary.

VILLAGE OF TINLEY PARK

SERVICE CONTRACT

This contract is by and between the **Village of Tinley Park**, a Illinois home-rule municipal corporation (the "Village"), and **Zenere Trucking and Excavating** (the "Contractor"), for the project or work described in Exhibit A, attached hereto and made a part hereof.

1. In consideration of the compensation stated in paragraph 2, the Contractor shall provide all the services described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference. The express terms of this Contract shall take precedence and control over any term or provision of the Scope of Services (Exhibit A) that in any way conflicts with, differs from, or attempts to alter the terms of this Contract.
2. Except in the event of a duly authorized change order approved by the Village as provided in this Contract, and in consideration of the Contractor's final completion of all work in conformity with this Contract, the Village shall pay the Contractor an amount not to exceed Two hundred and fifty five thousand seven hundred thirty five and **/100 Dollars (\$225,000.00)**. Within **seven (7)** calendar days of completion of the work, the Contractor shall submit his application for payment to the Village, and the Village shall pay Contractor for the work performed no later than **thirty (30)** calendar days from the date of the Village's receipt and the Village's approval of the work and the application for payment. No payment shall be made by the Village until the Contractor has submitted to the Village (i) a Contractor's Affidavit listing all subcontractors and material suppliers utilized on the project and (ii) final waivers of lien from the Contractor, all subcontractors and all material suppliers.
3. No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the Village. The Contractor shall not execute change orders on behalf of the Village or otherwise alter the financial scope of the Project.
4. Written change orders may be approved by the Village Manager or his designee provided that the change order does not increase the amount set forth in paragraph 2 of this Contract to more than \$10,000.00. Changes in excess of this amount must be approved by the Village Board prior to commencement of the services or work. **Any request by the Contractor for an increase in the Scope of Services and an increase in the amount listed in paragraph 2 of this Contract shall be made and approved by the Village prior to the Contractor providing such services or the right to payment for such additional services shall be waived.**
5. **Time is of the essence on this Contract.** The Contractor shall complete all work under this Contract by the dates set forth below:
6. No "Notice to Proceed" may be given nor any work commenced until this Contract is fully executed and all exhibits and other attachments are completely filled out and attached hereto.

7. It is understood and agreed by the parties that the Contractor is an independent contractor retained for the above-mentioned purpose. The Village shall not control the manner nor the means of the Contractor's performance, but shall be entitled to a work product as described herein. The term "subcontractor" shall mean and include only those hired by and having a direct contract with Contractor for performance of work on the Project. The Village shall have no responsibility to any subcontractor employed by a Contractor for performance of work on the Project, and all subcontractors and material suppliers shall look exclusively to the Contractor for any payments due. The Village will **not** be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. Every subcontractor shall be bound by the terms and provisions of this Contract as far as applicable to their work. The Contractor shall be fully responsible to the Village for the acts and omissions of its subcontractors, and shall ensure that any subcontractors perform in accordance with the requirements of this Contract. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the Village. The Contractor is solely responsible for the safety procedures, programs and methods of its employees and agents and shall hold the Village harmless for any and all damages resulting from violations thereof. The Contractor shall comply with all applicable federal, State and local safety laws and regulations.
8. **It is further agreed that the Contractor shall indemnify, hold harmless, and defend the Village, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorneys' fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work done by the Contractor under this Contract. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the Village, any other party indemnified hereunder, the Contractor, or any third party.**
9. **The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the Village, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Contractor's work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the Village, any other party released hereunder, the Contractor, or any third party. The Contractor shall maintain insurance coverage in an amount and from a carrier suitable to the Village, and the Village shall be named as an additional insured where required. Certificates of Insurance are attached hereto as Exhibit B.**
10. The Village is exempt from payment of state and local sales and use of taxes on labor and materials incorporated into the project. If necessary, it is the Contractor's responsibility to obtain a sales tax permit, resale certificate, and exemption certificate that shall enable the Contractor to buy any materials to be incorporated into the project and then resale the aforementioned materials to the Village without paying the tax on the materials at the time of purchase. In no event will the Village be liable for or pay any sales or use taxes incurred by the Contractor in performing the services under this contract.

11. The Contractor shall comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control Act (IRCA). The Contractor may not knowingly obtain the labor or services of an unauthorized alien. The Contractor, not the Village, must verify eligibility for employment as required by IRCA.
12. At any time, the Village may terminate this Contract for convenience, upon written notice to the Contractor. The Contractor shall cease work immediately upon receipt of such notice. The Contractor shall be compensated for services performed and accepted by the Village up to the date of termination.
13. No waiver or deferral by either party of any term or condition of this Contract shall be deemed or construed to be a waiver or deferral of any other term or condition or subsequent waiver or deferral of the same term or condition.
14. This Contract may only be amended by written instrument approved and executed by the parties.
15. This Contract and the rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of Village.
16. The parties hereby state that they have read and understand the terms of this Contract and hereby agree to the conditions contained herein.
17. This Contract has been made under and shall be governed by the laws of the State of Illinois. The parties agree that performance and all matters related thereto shall be in Cook County, Illinois.
18. Contractor, its employees, associates or subcontractors shall perform all the work hereunder. Contractor agrees that all of its associates, employees, or subcontractors who work on this Project shall be fully qualified and competent to do the work described hereunder. Contractor shall undertake the work and complete it in a timely manner.
19. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
20. This Contract represents the entire and integrated agreement between the Village and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.
21. This Contract will be effective when signed by the last party whose signing makes the Contract fully executed.

22. The Contractor agrees to comply with the Illinois Prevailing Wage Act, if the work to be performed under this Contract is covered by said Act.

IF THIS IS PREVAILING WAGE WORK:

This contract calls for the construction of a “public work,” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01 *et seq.* (“the Act”). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current “prevailing rate of wages” (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department’s web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor’s website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, *including but not limited to*, all wage requirements and notice and record keeping duties.

23. The Contractor agrees to comply with the Illinois Substance Abuse Prevention on Public Works Projects Act.

CERTIFICATIONS BY CONTRACTOR

Eligibility to Contract

The undersigned hereby certifies that the Contractor is not barred from bidding on or entering into this contractor as a result of a violation of either the bid-rigging or bid-rotating provisions of Article 33E of the Criminal Code of 1961, as amended.

Name of Contractor (please print)

Submitted by (signature)

Title

Certificate of Compliance with Illinois Human Rights Act

The undersigned hereby certifies that the Contractor is in compliance with Title 7 of the 1964 Civil Rights Act as amended and the Illinois Human Rights Act as amended.

Name of Contractor (please print)

Submitted by (signature)

Title

Certificate of Compliance with Illinois Drug-Free Workplace Act

The undersigned, **having 25 or more employees**, does hereby certify pursuant to section 3 of the Illinois Drug Free Workplace Act (30 ILCS 580/3) that it shall provide a drug-free workplace for all employees engaged in the performance of the work under the contract by complying with the requirements of the Illinois Drug-Free Workplace Act and, further certifies, that it is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

Name of Contractor (please print)

Submitted by (signature)

Title

Certificate Regarding Sexual Harassment Policy

The undersigned does hereby certify pursuant to section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) that it has a written sexual harassment policy that includes, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and Human Rights Commission; (vi) direction on how to contact the Department of Human Rights and Human Rights Commission; and (vii) protection against retaliation.

Name of Contractor (please print)

Submitted by (signature)

Title

Certificate of Compliance with Substance Abuse Prevention on Public Works Projects Act

The undersigned hereby certifies that:

- A. There is in place a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (P.A. 95-0635), and has provided a written copy thereof to the Village of Tinley Park.

- B. There is in place a collective bargaining agreement which deals with the subject matter of the Substance Abuse Prevention on Public Works Projects Act (P.A. 95-0635)

(Cross out either A or B depending upon which certification is correct)

Name of Contractor (please print)

Submitted by (signature)

Title

[NAME OF CONTRACTOR]

BY: _____

_____ Date

Printed Name: _____

Title: _____

VILLAGE OF TINLEY PARK

BY: _____

Mayor
(required if Contract is \$10,000 or more)

_____ Date

ATTEST:

Village Clerk

(required if Contract is \$10,000 or more)

_____ Date

VILLAGE OF TINLEY PARK

BY: _____

Village Manager

_____ Date

Exhibit A
SCOPE OF SERVICES

Exhibit B

INSURANCE REQUIREMENTS

(See Risk Manager for Insurance Requirements)



Interoffice Memo

Date: October 3, 2018

To: Kevin Workowski, Public Works Director

From: Kelly Mulqueeny, Street Superintendent

Subject: Service Contract Award-Renewal Parking lot snow removal (Year 1 of 3)

Presented for October 9th 2018 Public Works Committee for consideration and possible action:

Scope of Work: This service contract includes the removal of snow by a qualified contractor for the 21 parking lots and sidewalk locations throughout the Village of Tinley Park. The current contract include pricing for 2 optional contract extensions of 1 year each that may be approved at the sole discretion of the Village. This will be the first extension of the contract.

Description: Public works is recommending that we approve the contract for snow removal in our parking lots and sidewalks in various locations in Village of Tinley Park. The contract has the option of 2 (two) - 1 (one) year renewals.

Background: This service contract was advertised on September 10th 2018 in accordance with state bidding laws, seven (7) contractors reviewed the contracts and three (3) sealed bids were received. This contract includes pricing for 2 optional contract extensions of 1 year each that may be approved at the sole discretion of the Village. Bids were opened and read publicly on Wednesday, September 26, 2018, at 2:05 PM by the Village Clerk and Street Superintendent. They were received as follows:

<u>Contractor</u>	<u>Location</u>	<u>Bid</u>
Beverly Snow & Ice Inc	Markham, IL	\$100,350.00
Arctic Snow & Ice	Frankfort, IL	\$175,770.00
Tovar	East Dundee, IL	\$431,475.00

Budget / Finance: Funding is available in the approved FY19 budget, operations and maintenance funds.

Total Budget Available	\$342,720.00
Lowest responsible bidder for 10 events	<u>\$100,350.00</u>
	\$242,370.00

The total contract amount shall not exceed the funding available as determined by the Village Board and applied at the unit costs established in the bidding documents for work authorized for each snow event.

Staff Direction Request:

1. Approve the service contract with Beverly Snow & Ice Inc the FY19 Parking Lot Snow Removal Contract in an amount not to exceed the total funding amount as determined by the Village Board.
2. Direct Staff as necessary.

VILLAGE OF TINLEY PARK

SERVICE CONTRACT

This contract is by and between the **Village of Tinley Park**, a Illinois home-rule municipal corporation (the "Village"), and Beverly Environmental, LLC (the "Contractor"), for the project or work described in Exhibit A, attached hereto and made a part hereof.

1. In consideration of the compensation stated in paragraph 2, the Contractor shall provide all the services described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference. The express terms of this Contract shall take precedence and control over any term or provision of the Scope of Services (Exhibit A) that in any way conflicts with, differs from, or attempts to alter the terms of this Contract.
2. Except in the event of a duly authorized change order approved by the Village as provided in this Contract, and in consideration of the Contractor's final completion of all work in conformity with this Contract, the Village shall pay the Contractor an amount not to exceed Three hundred and forty two thousand three hundred fifty and 0/100 Dollars (**\$342,350.00**). Within **seven (7)** calendar days of completion of the work, the Contractor shall submit his application for payment to the Village, and the Village shall pay Contractor for the work performed no later than **thirty (30)** calendar days from the date of the Village's receipt and the Village's approval of the work and the application for payment. No payment shall be made by the Village until the Contractor has submitted to the Village (i) a Contractor's Affidavit listing all subcontractors and material suppliers utilized on the project and (ii) final waivers of lien from the Contractor, all subcontractors and all material suppliers.
3. No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the Village. The Contractor shall not execute change orders on behalf of the Village or otherwise alter the financial scope of the Project.
4. Written change orders may be approved by the Village Manager or his designee provided that the change order does not increase the amount set forth in paragraph 2 of this Contract to more than \$10,000.00. Changes in excess of this amount must be approved by the Village Board prior to commencement of the services or work. **Any request by the Contractor for an increase in the Scope of Services and an increase in the amount listed in paragraph 2 of this Contract shall be made and approved by the Village prior to the Contractor providing such services or the right to payment for such additional services shall be waived.**
5. **Time is of the essence on this Contract.** The Contractor shall complete all work under this Contract by the dates set forth below:
6. No "Notice to Proceed" may be given nor any work commenced until this Contract is fully executed and all exhibits and other attachments are completely filled out and attached hereto.
7. It is understood and agreed by the parties that the Contractor is an independent contractor

retained for the above-mentioned purpose. The Village shall not control the manner nor the means of the Contractor's performance, but shall be entitled to a work product as described herein. The term "subcontractor" shall mean and include only those hired by and having a direct contract with Contractor for performance of work on the Project. The Village shall have no responsibility to any subcontractor employed by a Contractor for performance of work on the Project, and all subcontractors and material suppliers shall look exclusively to the Contractor for any payments due. The Village will **not** be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. Every subcontractor shall be bound by the terms and provisions of this Contract as far as applicable to their work. The Contractor shall be fully responsible to the Village for the acts and omissions of its subcontractors, and shall ensure that any subcontractors perform in accordance with the requirements of this Contract. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the Village. The Contractor is solely responsible for the safety procedures, programs and methods of its employees and agents and shall hold the Village harmless for any and all damages resulting from violations thereof. The Contractor shall comply with all applicable federal, State and local safety laws and regulations.

8. **It is further agreed that the Contractor shall indemnify, hold harmless, and defend the Village, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorneys' fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work done by the Contractor under this Contract. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the Village, any other party indemnified hereunder, the Contractor, or any third party.**
9. **The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the Village, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Contractor's work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the Village, any other party released hereunder, the Contractor, or any third party. The Contractor shall maintain insurance coverage in an amount and from a carrier suitable to the Village, and the Village shall be named as an additional insured where required. Certificates of Insurance are attached hereto as Exhibit B.**
10. The Village is exempt from payment of state and local sales and use of taxes on labor and materials incorporated into the project. If necessary, it is the Contractor's responsibility to obtain a sales tax permit, resale certificate, and exemption certificate that shall enable the Contractor to buy any materials to be incorporated into the project and then resale the aforementioned materials to the Village without paying the tax on the materials at the time of purchase. In no event will the Village be liable for or pay any sales or use taxes incurred by the Contractor in performing the services under this contract.
11. The Contractor shall comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration

Reform and Control Act (IRCA). The Contractor may not knowingly obtain the labor or services of an unauthorized alien. The Contractor, not the Village, must verify eligibility for employment as required by IRCA.

12. At any time, the Village may terminate this Contract for convenience, upon written notice to the Contractor. The Contractor shall cease work immediately upon receipt of such notice. The Contractor shall be compensated for services performed and accepted by the Village up to the date of termination.
13. No waiver or deferral by either party of any term or condition of this Contract shall be deemed or construed to be a waiver or deferral of any other term or condition or subsequent waiver or deferral of the same term or condition.
14. This Contract may only be amended by written instrument approved and executed by the parties.
15. This Contract and the rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of Village.
16. The parties hereby state that they have read and understand the terms of this Contract and hereby agree to the conditions contained herein.
17. This Contract has been made under and shall be governed by the laws of the State of Illinois. The parties agree that performance and all matters related thereto shall be in Cook County, Illinois.
18. Contractor, its employees, associates or subcontractors shall perform all the work hereunder. Contractor agrees that all of its associates, employees, or subcontractors who work on this Project shall be fully qualified and competent to do the work described hereunder. Contractor shall undertake the work and complete it in a timely manner.
19. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
20. This Contract represents the entire and integrated agreement between the Village and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.
21. This Contract will be effective when signed by the last party whose signing makes the Contract fully executed.
22. The Contractor agrees to comply with the Illinois Prevailing Wage Act, if the work to be performed under this Contract is covered by said Act.

IF THIS IS PREVAILING WAGE WORK:

This contract calls for the construction of a “public work,” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01 *et seq.* (“the Act”). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current “prevailing rate of wages” (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department’s web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor’s website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, *including but not limited to*, all wage requirements and notice and record keeping duties.

23. The Contractor agrees to comply with the Illinois Substance Abuse Prevention on Public Works Projects Act.

CERTIFICATIONS BY CONTRACTOR

Eligibility to Contract

The undersigned hereby certifies that the Contractor is not barred from bidding on or entering into this contractor as a result of a violation of either the bid-rigging or bid-rotating provisions of Article 33E of the Criminal Code of 1961, as amended.

Name of Contractor (please print)

Submitted by (signature)

Title

Certificate of Compliance with Illinois Human Rights Act

The undersigned hereby certifies that the Contractor is in compliance with Title 7 of the 1964 Civil Rights Act as amended and the Illinois Human Rights Act as amended.

Name of Contractor (please print)

Submitted by (signature)

Title

Certificate of Compliance with Illinois Drug-Free Workplace Act

The undersigned, **having 25 or more employees**, does hereby certify pursuant to section 3 of the Illinois Drug Free Workplace Act (30 ILCS 580/3) that it shall provide a drug-free workplace for all employees engaged in the performance of the work under the contract by complying with the requirements of the Illinois Drug-Free Workplace Act and, further certifies, that it is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

Name of Contractor (please print)

Submitted by (signature)

Title

Certificate Regarding Sexual Harassment Policy

The undersigned does hereby certify pursuant to section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) that it has a written sexual harassment policy that includes, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and Human Rights Commission; (vi) direction on how to contact the Department of Human Rights and Human Rights Commission; and (vii) protection against retaliation.

Name of Contractor (please print)

Submitted by (signature)

Title

Certificate of Compliance with Substance Abuse Prevention on Public Works Projects Act

The undersigned hereby certifies that:

- A. There is in place a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (P.A. 95-0635), and has provided a written copy thereof to the Village of Tinley Park.
- B. There is in place a collective bargaining agreement which deals with the subject matter of the Substance Abuse Prevention on Public Works Projects Act (P.A. 95-0635)

(Cross out either A or B depending upon which certification is correct)

Name of Contractor (please print)

Submitted by (signature)

Title

[NAME OF CONTRACTOR]

BY: _____

_____ Date

Printed Name: _____

Title: _____

VILLAGE OF TINLEY PARK

BY: _____

Mayor
(required if Contract is \$10,000 or more)

_____ Date

ATTEST:

Village Clerk
(required if Contract is \$10,000 or more)

_____ Date

VILLAGE OF TINLEY PARK

BY: _____

Village Manager

_____ Date

Exhibit A
SCOPE OF SERVICES

Exhibit B

INSURANCE REQUIREMENTS

(See Risk Manager for Insurance Requirements)

**COMMENTS FROM
THE PUBLIC**

ADJOURNMENT