# NOTICE OF SPECIAL MEETING OF THE PUBLIC WORKS COMMITTEE

A Special Meeting of the Public Works Committee is scheduled for Tuesday, March 5, 2019 beginning at 6:00 p.m. in the

> Council Chambers located at the Village Hall of Tinley Park 16260 South Oak Park Avenue Tinley Park, Illinois

A copy of the agenda for this meeting is attached hereto and can be found at <u>www.tinleypark.org</u>.

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 6:00 p.m. on Tuesday, March 5, 2019, 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 DECEMBER 18, 2018.
- 3. DISCUSS QUALIFICATION BASED SELECTION FOR 191<sup>ST</sup> STREET AND 80<sup>TH</sup> AVENUE.
- 4. DISCUSS ITEMS RELATED TO THE NORTH STREET IMPROVEMENTS:
  - a. INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO; AND
  - b. AWARDING A CONTRACT WITH AUSTIN TYLER CONSTRUCTION FOR THE NORTH STREET IMPROVEMENT PROJECT.
- 5. RECEIVE COMMENTS FROM THE PUBLIC.

ADJOURNMENT

KRISTIN A. THIRION VILLAGE CLERK

### MINUTES Special Meeting of the Public Works Committee December 11, 2018 – 6:30 p.m. Village Hall of Tinley Park – Council Chambers 16250 S. Oak Park Avenue Tinley Park, IL 60477

Members Present:	<ul><li>B. Younker, Chairman</li><li>W. Brady, Village Trustee</li><li>M. Glotz, Village Trustee</li></ul>
Members Absent:	None
Other Board Members Present:	None
Staff Present:	<ul> <li>D. Niemeyer, Village Manager</li> <li>P. Carr, Assistant Village Manager</li> <li>F. Reeder, Fire Chief</li> <li>J. Urbanski, Assistant Public Works Director</li> <li>P. Connelly, Village Attorney</li> <li>L. Valley, Executive Assistant to the Manager &amp; Trustees</li> <li>L. Godette, Deputy Village Clerk</li> <li>L. Carollo, Commission/Committee Secretary</li> </ul>

Item #1 - The Special Meeting of the Public Works Committee was called to order at 7:31 p.m.

### Item #2 – CONSIDER APPROVAL OF THE MINUTES OF THE SPECIAL PUBLIC WORKS COMMITTEE MEETING HELD ON DECEMBER 4, 2018 – Motion was made by Chairman

Younker, seconded by Trustee Brady, to approve the minutes of the Special Meeting of the Public Works Committee held on December 4, 2018. Vote by voice call. Chairman Younker declared the motion carried.

### <u>Item #3 – DISCUSS POST 3 STORM WATER LIFT STATION CONTROL PANEL</u> <u>REPLACEMENT AND ELECTRICAL UPGRADES – ENGINEERING AND BID</u>

**SPECIFICATIONS** – Christopher Burke Engineering has been contracted to engineer control panel replacement and electrical upgrades at Post 3 Storm Water Lift Station located at 7350 175<sup>th</sup> Street. This project includes control panel replacement and upgrading the outdated electrical components currently used at the lift station.

Funding in the amount of \$21,000 is available in the approved FY18-19 Budget.

Staff requested approval for Christopher Burke Engineering to engineer, oversee and coordinate bid specifications for the Post 3 Lift Station project.

Motion was made by Chairman Younker, seconded by Trustee Brady, to recommend Post 3 Storm Water Lift Station Control Panel Replacement and Electrical Upgrades – Engineering and Bid Specifications be placed on the agenda for the next Village Board meeting. Vote by voice. Chairman Younker declared the motion carried.

Item #4 – RECEIVE UPDATE ON WILL COUNTY FLOODPLAIN MAPS (FEMA) – The Village of Tinley Park is part of the NFIP (National Flood Insurance Program), which is a voluntary program

based on a mutual agreement between the federal government and a community. In exchange for adoption and enforcing a Floodplain Management ordinance, federally-backed flood insurance is made available to property owners throughout the community. Maps depicting flood hazards are primarily paper maps called Flood Insurance Rate Maps (FIRMs), which are used for regulatory and flood insurance purposes as well as identifying sensitive riparian corridors. Since many of the nations' flood maps were outdated, updates were warranted. The Federal Emergency Management Agency (FEMA), which is funded by Congress, launched the Map Modernization Program to help develop fully digital floodplain maps nationwide. The new digital floodplain maps use Geographic Information System (GIS) technology and local involvement is stressed to assure that data incorporated in the maps is up-todate and accurate.

The new maps must be adopted by ordinance six (6) months after FEMA sends the Letter of Final Determination, no later than February 15, 2019. If a community fails to adopt the maps and Flood Insurance Study by ordinance within six (6) months, they will be suspended from the National Flood Insurance Program. Chairman Younker asked if the Public Works Committee had any questions. No one came forward.

Motion was made by Chairman Younker, seconded by Trustee Glotz, to recommend Will County Floodplain Maps (FEMA) be placed on the consent agenda for the next Village Board meeting. Chairman Younker declared the motion carried.

### <u>Item #5 – RECEIVE UPDATE ON WASTE AND RECYCLING CONTRACT REQUEST FOR</u>

**PROPOSAL (RFP)** – The current garbage contract expires on September 30, 2019. The Village and Nuway Disposal entered into an agreement on September 28, 1993 and exercised its current extension on September 30, 2011. The current agreement provides for weekly collection of municipal waste and landscape waste, along with biweekly collection of recyclables.

Per Village Board direction, staff will identify different options to potentially improve waste and recyclable collections through an advertised Request for Proposal (RFP) or bid of collection services. Several ideas to potentially be included in a future new contract include electronic recycling services, Christmas tree recycling, condo and townhome inclusion and senior citizen/disabled veterans' discounts. Chairman Younker asked the Committee if anyone had any questions. No one came forward.

The proposed timeframe for the Request for Proposal is as follows:

- Draft RFP for Public Works Committee Review February 2019
- Board Review and Approval March 2019
- RFP Release April 2019
- RFP Selection May 2019

**Item #6 – RECEIVE COMMENTS FROM THE PUBLIC** – Diane Galante stated Nuway Disposal is "awesome" and they have always picked up everything she has left out for garbage.

### 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 7:36 p.m.

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## Interoffice Memo

Date: February 12, 2019

То:	David Niemeyer - Village Manager Brad Bettenhausen - Village Treasurer Kevin Workowski - Public Works Superintendent
From:	Colby C. Zemaitis, PE, CFM - Village Engineer
Subject:	Qualification Based Selection (QBS) for 191 <sup>st</sup> Street and 80 <sup>th</sup> Avenue

Prepared for March 5<sup>th</sup>, 2019 Special Public Works Committee Meeting and possible action:

### Background:

The Village requested Statements of Qualifications from IDOT-prequalified engineering firms for the Phase I, II & III engineering services for the intersection improvements located at 191<sup>st</sup> Street and 80<sup>th</sup> Avenue in accordance with the QBS guidelines and Federal Highway Administration requirements.

### Description:

This project will consist of the design and contraction observation services for thie improvements at this intersection.

Six (6) RFQ's were received on Thursday January 3<sup>rd</sup>, 2019 and reviewed by the Public Works Department. Each submittal was evaluated and rated by the staff as per IDOT specifications. This item doesn't include awarding a project based on cost or any financial obligation at this time.

### Staff Direction Request:

1. Approve the selection of Robinson Engineering as the Village's engineering consultant for this project.

2. Direct Staff as necessary.

### Attachments:

1. Evaluation Summary Sheet





# RFQ Selection Rating for the 191st and 80th Avenue Intersection Improvement: Federally-funded Project Village of Tinley Park Illinois

Services Description: Phase I (Preliminary), Phase II (Design) and/or Phase III (Construction) Engineering for 191st Street & 80th Avenue Intersection Improvement

**Evaluation Summary** 

5.6	<u>Consultant Name</u>	<u>Score</u>
	Robinson Engineering	4.90
	ESI Consultants, Ltd.	4.85
	Willett Hofmann & Associates Inc	4.65
	Ciorba Group	4.15
	Fuhrmann Engineering	3.95
	TY Lin International	3.65

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### THE VILLAGE OF TINLEY PARK Cook County, Illinois Will County, Illinois

### **RESOLUTION NO. 2019-R-011**

### A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND THE METROPOLITAN WATER RECLAMATION DISTRICT

### JACOB C. VANDENBERG, PRESIDENT KRISTIN A. THIRION, VILLAGE CLERK

MICHAEL J. PANNITTO BRIAN H. YOUNKER CYNTHIA A. BERG WILLIAM P. BRADY MICHAEL W. GLOTZ JOHN A. CURRAN Board of Trustees

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### VILLAGE OF TINLEY PARK Cook County, Illinois Will County, Illinois

### **RESOLUTION NO. 2019-R-011**

### A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND THE METROPOLITAN WATER RECLAMATION DISTRICT

WHEREAS, Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois provides that any municipality which has a population of more than 25,000 is a home rule unit, and the Village of Tinley Park, Cook and Will Counties, Illinois, with a population in excess of 25,000 is, therefore, a home rule unit and, pursuant to the provisions of said Section 6(a) of Article VII, may exercise any power and perform any function pertaining to its government and affairs, including, but not limited to, the power to tax and to incur debt; and

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution and the Intergovernmental Cooperation Act (5 ILCS 220/1 *et. seq.*) provides that units of local government may contract with one another to perform any activity authorized by law; and

WHEREAS, the Village of Tinley Park ("Village') desires to enter into an Intergovernmental Agreement ("Agreement), attached hereto as <u>Exhibit 1</u>, with The Metropolitan Water Reclamation District of Greater Chicago ("MWRD"); and

WHEREAS, said Agreement pertains to the design, construction, operation, and maintenance of the North Street Preamble Pavers in the Village; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interest of said Village of Tinley Park and its residents to enter into said Agreement with MWRD; and

**NOW, THEREFORE, BE IT RESOLVED** BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS, STATE AS FOLLOWS:

SECTION 1: The foregoing recitals shall be and are hereby incorporated as findings of fact as if said recitals were fully set forth herein.

SECTION 2: The President and Board of Trustees of the Village of Tinley Park hereby approve said Agreement substantially in the form, attached hereto as <u>Exhibit 1</u>, and made a part hereof, and the Village President and/or Village Manager are hereby authorized to execute and memorialize said Agreement, subject to review and revision as to form by the Village Attorney.

SECTION 3: Any policy, resolution, or ordinance of the Village that conflicts with the provisions of this Resolution shall be and is hereby repealed to the extent of such conflict.

SECTION 4: That the Village Clerk is hereby ordered and directed to publish this Resolution in pamphlet form, and this Resolution shall be in full force and effect from and after its passage, approval, and publication as required by law.

PASSED THIS 5th day of March, 2019.

AYES:

NAYS:

ABSENT:

APPROVED THIS 5<sup>th</sup> day of March, 2019.

VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK

STATE OF ILLINOIS ) COUNTY OF COOK ) SS COUNTY OF WILL )

### CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2019-R-011, "A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND THE METROPOLITAN WATER RECLAMATION DISTRICT," which was adopted by the President and Board of Trustees of the Village of Tinley Park on March 5, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 5<sup>th</sup> day of March, 2019.

KRISTIN A. THIRION, VILLAGE CLERK

### INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF TINLEY PARK AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO FOR THE DESIGN, CONSTRUCTION, OPERATION AND MAINTENANCE OF THE NORTH STREET PERMEABLE PAVERS IN THE VILLAGE OF TINLEY PARK, ILLINOIS

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter the "Agreement") entered into, by and between the Metropolitan Water Reclamation District of Greater Chicago, a unit of local government and body politic, organized and existing under the laws of the State of Illinois ("MWRDGC") and the Village of Tinley Park an Illinois Municipal Corporation(hereinafter the "VILLAGE"). Together, the MWRDGC and the VILLAGE may, for convenience only, be hereinafter referred to as the "Parties" and each individually as a "Party."

### WITNESSETH:

WHEREAS, on November 17, 2004, Public Act 093-1049 amended the Metropolitan Water Reclamation District Act ("Act") in various ways;

WHEREAS, the Act, as amended, declares that stormwater management in Cook County shall be under the general supervision of the MWRDGC;

WHEREAS, Public Act 098-0652 amended the Act again on June 18, 2014, by specifically authorizing the MWRDGC to plan, implement, and finance activities relating to local stormwater management projects in Cook County;

WHEREAS, one component of the MWRDGC's stormwater management program includes green infrastructure, which shall hereinafter be defined as the range of stormwater control measures that use plant/soil systems, permeable pavement, stormwater harvest and reuse, or native landscaping to store, infiltrate, and/or evapotranspirate stormwater and reduce flows to sewer systems or to surface waters as more fully set forth at 415 ILCS 56/5;

WHEREAS, the MWRDGC has committed to implement a Green Infrastructure Program Plan in conformance with Appendix E, Section II (C) of a certain consent

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decree entered into in <u>United States, et al., v. Metropolitan Water Reclamation District</u> of <u>Greater Chicago</u>, Case No. 1:11-cv-08859 (N.D. III. 2014) ("Consent Decree"), and the MWRDGC's formal Commitment herein is intended to satisfy that obligation;

WHEREAS, the VILLAGE is located within the boundaries of Cook County, Illinois;

WHEREAS, pursuant to [[Applicable Municipal Code or Article Allowing Agency to Construct and Maintain Green Infrastructure or Authority for Water Management and Sewer/Stormwater Management, within its corporate limits]];

WHEREAS, the VILLAGE proposes the construction of permeable pavers in street right-of-way located at North Street, bounded by Oak Park Ave. & 173rd St., Tinley Park, Illinois.

The proposed green infrastructure installations at the location will provide a total design retention capacity of 57,903 gallons of stormwater per rain event. The permeable pavers will serve to further the MWRDGC's goal of informing the public of the value of green infrastructure;

WHEREAS, the VILLAGE intends to perform the design, construction, operation and maintenance of the proposed green infrastructure installations;

WHEREAS, the VILLAGE's proposed plans to construct the green infrastructure installations in the VILLAGE may be approached more effectively, economically, and comprehensively with the VILLAGE and the MWRDGC cooperating and using their joint efforts and resources;

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., and Section 10 of Article VII of the Illinois Constitution, allow and encourage intergovernmental cooperation;

WHEREAS, on \_\_\_\_\_\_, the MWRDGC's Board of Commissioners authorized the MWRDGC to enter into an intergovernmental agreement with the VILLAGE;

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WHEREAS, on \_\_\_\_\_\_, the Corporate Authorities of the Village of Tinley Park authorized the VILLAGE to enter into an intergovernmental agreement with the MWRDGC;

NOW THEREFORE, in consideration of the matters set forth, the mutual covenants and agreements contained in this Agreement and, for other good and valuable consideration, the VILLAGE and the MWRDGC hereby agree as follows:

### Article 1. Incorporation of Recitals

The recitals set forth above are incorporated herein by reference and made a part hereof.

### Article 2. Scope of Work

- The work contemplated by this Agreement will include construction, operation, and maintenance of permeable pavers. These improvements (hereinafter the "Project") are categorized by the MWRDGC as "green infrastructure".
- 2. The VILLAGE, at its sole cost and expense, shall cause to be prepared construction drawings, specifications, and details (hereinafter "Construction Documents") for the Project.
- 3. The Project will be constructed to maximize the design retention capacity. The green infrastructure components of the Project shall be designed to capture up to 57,903 gallons of stormwater per rain event.
- 4. The Project shall realize all public benefits of helping to alleviate flooding, located within the Project area of the VILLAGE, as shown in Exhibit 1.
- 5. The VILLAGE shall provide the MWRDGC with a copy of 60% and 98% complete Construction Documents for the MWRDGC's approval as to the Project's intended stormwater and green infrastructure benefits to the public.

- 6. The MWRDGC shall review and provide comments to the VILLAGE as to the Project's intended stormwater and/or green infrastructure benefit to the public in writing within 30 calendar days of receipt of the 60% and 98% complete Construction Documents. The VILLAGE shall incorporate the MWRDGC's review comments into the Construction Documents.
- 7. The MWRDGC retains the discretion to adjust the amount of its reimbursement commitment if, based on the MWRDGC's review of the Construction Documents including addenda and change orders, the Project will not provide sufficient design retention capacity.
- 8. While MWRDGC will reimburse the VILLAGE for a portion of the Project, the VILLAGE bears sole responsibility for the overall cost, expense and payment for the Project.
- 9. The VILLAGE will publicly advertise the Project and publicly award all Project-related construction contracts to the lowest responsible bidder as determined by the VILLAGE. The VILLAGE shall consider and act in general accord with the applicable standards of the MWRDGC's Purchasing Act, 70 ILCS 2605/11.1-. 11.24, (attached to this Agreement as Exhibit 2) when advertising and awarding the construction contracts. The VILLAGE shall also require a payment bond and performance bond for all Project-related construction contracts in general accord with the applicable standards of Exhibit 2. The VILLAGE may impose more stringent requirements than those contained in Exhibit 2 when awarding Project-related construction contracts, but in no event shall the VILLAGE's requirements fall below the MWRDGC's applicable general standards. The VILLAGE need not include the attached Exhibit 2 as part of its bid documents. However, the VILLAGE is responsible for ensuring that these applicable minimum requirements are met.
- 10. The VILLAGE agrees that the Project is a "Covered Project" as defined in the MWRDGC's Multi-Project Labor Agreement for Cook County ("MPLA") (attached to this Agreement as Exhibit 3). As such, the VILLAGE agrees to be obligated as

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the MWRDGC would be in the MPLA and will ensure that the standards and requirements for "Covered Projects" will be met for the Project, as applicable. The VILLAGE may impose more stringent requirements than those contained in the MPLA when awarding Project-related construction contracts, but in no event shall the VILLAGE's requirements fall below the standards for "Covered Projects" detailed in it. The attached Exhibit 3 need not be included as part of the Project's bid documents, however, the VILLAGE is responsible for ensuring that its applicable minimum requirements are met.

- 11. The VILLAGE must comply with the applicable portions of the MWRDGC's Affirmative Action Ordinance (attached to this Agreement as Exhibit 4). Affirmative Action goals for the Project are: 20% of the total amount of reimbursement to be provided by the MWRDGC for the Project for Minority-Owned Business Enterprises, 10% of the total amount of reimbursement to be provided by the Project for Women-Owned Business Enterprises, and 10% of the total amount of reimbursement to be provided by the MWRDGC for the Project for Small Business Enterprises.
- 12. The determination as to whether the VILLAGE has complied with the MWRDGC's Affirmative Action goals is solely in the MWRDGC's discretion. If the VILLAGE fails to fully comply with these Affirmative Action goals, as determined by the MWRDGC, the MWRDGC may withhold payments to the VILLAGE up to or equal to the dollar amount by which the VILLAGE failed to meet the Affirmative Action goal(s).
- 13. The MWRDGC has the right to access and inspect, with reasonable notice, any records or documentation related to the VILLAGE's compliance with the MWRDGC's Affirmative Action goals.
- 14. In order to evidence compliance with the MWRDGC's Affirmative Action goals, the VILLAGE must submit the following items to the MWRDGC's Diversity Administrator prior to the start of construction: (1) a completed Utilization Plan, attached to this Agreement as Exhibit 5; and (2) a letter from a certifying agency

that verifies the vendors' MBE/WBE/SBE status. Failure to timely submit a Utilization Plan or certifying letter may result in a payment delay and/or denial.

- 15. The VILLAGE must comply with the applicable portions of the MWRDGC's Veteran's Business Enterprise (VBE) Contracting Policy Requirements (attached to this Agreement as Exhibit 6). VBE goals for the Project are: 3% of the total amount of reimbursement to be provided by the MWRDGC for the Project for Veteran's Business Enterprises.
- 16. The determination as to whether the VILLAGE has complied with the MWRDGC's VBE policy is solely in the MWRDGC's discretion. If the VILLAGE fails to fully comply with this policy, as determined by the MWRDGC, the MWRDGC may withhold payments to the VILLAGE up to or equal to the dollar amount by which the VILLAGE failed to meet the Affirmative Action goal(s).
- 17. The MWRDGC has the right to access and inspect, with reasonable notice, any records or documentation related to the VILLAGE's compliance with the MWRDGC's VBE policy.
- 18. In order to evidence compliance with the MWRDGC's VBE policy, the VILLAGE must submit the following items to the MWRDGC's Diversity Administrator prior to the start of construction: (1) a completed VBE Commitment Form, attached to this Agreement as Exhibit 7; and (2) a letter from a certifying agency that verifies the vendors' VBE status. Failure to timely submit a VBE Commitment Form or certifying letter may result in a payment delay and/or denial.
- 19. Every 30 days from the start of construction until its completion, the VILLAGE must submit to the MWRDGC's Diversity Administrator the following: (1) an Affirmative Action and VBE Status Report ("Status Report") attached to this Agreement as Exhibit 8; (2) full or partial lien waivers from the participating MBE/WBE/SBE/VBE vendors, as applicable; and (3) proof of payment to the participating MBE/WBE/SBE/VBE vendors (e.g., canceled checks), as

applicable. Failure to submit a Status Report and any supporting documentation may result in a payment delay and/or denial.

- 20. The VILLAGE shall comply with the Prevailing Wage Act, 820 ILCS 130/0.01 et seq. Current prevailing wage rates for Cook County are determined by the Illinois Department of Labor. The prevailing wage rates are available on the Illinois Department of Labor's official website. It is the responsibility of the VILLAGE to obtain and comply with any revisions to the rates should they change throughout the duration of this Agreement.
- 21. The VILLAGE, at its sole cost and expense, shall provide the final design of the Project, land acquisition and remediation, and construction oversight and administrative support for the Project.
- 22. The VILLAGE shall submit an Operation and Maintenance Plan (hereinafter the "O&M Plan") for the MWRDGC's review and approval. The O&M Plan shall be included as part of the Agreement as Exhibit 9. At its sole cost and expense, the VILLAGE shall operate and maintain the Project in accordance with the O&M Plan.
- 23. The MWRDGC shall reimburse the VILLAGE for 50.00% of the total construction cost of the Project, but in no event shall that amount exceed Two Hundred Thousand and 00/100 Dollars (\$200,000.00) (the "Maximum Reimbursement Amount"). All funding provided by the MWRDGC shall be exclusively to reimburse the VILLAGE for the construction of the Project. The VILLAGE will be responsible for securing funding or contributing its own funds for all costs necessary to construct the Project in accordance with the Construction Documents. For purposes of this Agreement, "construction Documents. The VILLAGE shall be solely responsible for change orders, overruns or any other increases in cost of the Project. The MWRDGC shall disburse funds to the VILLAGE in accordance with the following schedule:

- a. 50% at 50% completion of construction; and
- b. 50% at final completion and after final inspection by the MWRDGC.
- 24. The MWRDGC's Maximum Reimbursement Amount is based on the funding amount that the MWRDGC's Board of Commissioners has approved and appropriated for purposes of this Agreement for the current fiscal year. Any additional funding from the MWRDGC beyond the current fiscal year is subject to the approval of the MWRDGC's Board of Commissioners.
- 25. To date, the VILLAGE has spent approximately \_\_\_\_\_\_ on engineering, property acquisition, and other design-related project costs.
- 26. To date, the VILLAGE has secured and will contribute approximately \_\_\_\_\_\_ of funding towards total construction costs, including construction inspection.
- 27.As a condition for reimbursement, the VILLAGE shall submit copies of construction invoices to the MWRDGC for the MWRDGC's review and approval, such approval not to be unreasonably withheld.
- 28. The VILLAGE shall return all funds provided by the MWRDGC if construction of the Project is not completed in accordance with the Construction Documents within two (2) years of the VILLAGE's initial award of a construction contract related to the Project, unless the MWRDGC approves an extension prior to the expiration of the two (2) year completion period; such approvals shall not be unreasonably withheld.

### Article 3. Permits and Fees

 Federal, State, and County Requirements. The VILLAGE shall obtain all federal, state, county, and local permits required by law for the construction of the Project, and shall assume any costs in procuring said permits. Additionally, the VILLAGE shall obtain all consents and approvals required by federal, state, and/or county regulations for the construction of the Project, and shall assume any costs incurred in procuring all such consents and approvals.

 Operation and Maintenance. The VILLAGE shall obtain any and all permits necessary for the performance of any operations or maintenance work associated with the improvements to be constructed by the VILLAGE in connection with the Project, and in accordance with Article 5 of this Agreement.

### Article 4. Property Interests

- Prior to construction, the VILLAGE shall acquire any temporary or permanent easements, license agreements, or fee simple title as may be necessary for construction, maintenance, and access to the Project. Any property interests acquired by the VILLAGE must be consistent with the MWRDGC's right to access the Project to conduct an inspection or perform maintenance as set out in Article 5.
- 2. Should acquisition of property interests via condemnation be necessary, the VILLAGE shall incur all associated costs, including purchase price and/or easement fee as well as any attorney's fees.
- 3. The VILLAGE shall record all easements, licenses or deeds acquired for the Project.
- 4. The VILLAGE shall own all of the improvements constructed for the Project. Nothing in this Agreement shall be construed as creating an ownership or property interest for the MWRDGC in any part of the Project.

### Article 5. Maintenance

1. The VILLAGE, at its sole cost and expense, shall perpetually maintain the permeable pavers and any other associated appurtenances in accordance with the O&M plan approved by the MWRDGC.

- 2. The VILLAGE shall conduct annual inspections to ensure adequate maintenance of the Project. The VILLAGE shall prepare a report detailing its annual inspection, observations, and conclusions including whether the Project is operating as designed, functioning, and providing the intended public benefit. The annual inspection report shall be stamped by a Professional Engineer licensed by the State of Illinois. The stamped annual inspection report shall be provided to the MWRDGC within thirty (30) days of completion.
- 3. The MWRDGC shall have the right (including any necessary right of access) to conduct its own annual inspection of the constructed Project upon reasonable notice to the VILLAGE.
- 4. In the event of failure of the VILLAGE to maintain the Project as described above to the satisfaction of the MWRDGC, the MWRDGC may issue a thirty (30) day written notice by certified or registered mail to the VILLAGE directing the VILLAGE to perform such maintenance. If maintenance has not been accomplished on or before thirty (30) days after such notice, the MWRDGC may cause such maintenance to be performed and the VILLAGE shall pay the MWRDGC the entire cost the MWRDGC incurred to perform the required maintenance.
- 5. In the event of failure of the VILLAGE to maintain or operate the Project to provide the intended public benefit, the MWRDGC may demand that some or all of the funding it provided under this Agreement be returned to the MWRDGC.
- 6. In performing its obligations under this Article, the VILLAGE shall comply with all access restrictions and notice requirements set forth in the easements, licenses or deeds recorded pursuant to Article 4 of this Agreement.

### Article 6. Notification

1. Bid Advertisement. The VILLAGE will provide the MWRDGC with thirty (30) days' notice prior to Bid Advertisement for the Project.

- Construction. The VILLAGE shall provide the MWRDGC with a construction schedule and provide the MWRDGC a minimum of seventy-two (72) hours' notice before the following project milestones:
  - Start of work
  - Substantial completion
  - Completion of work

### Article 7. Signage

Wherever green infrastructure is present and visible to the community, signs shall permanently be displayed setting forth the following information "This project is a joint effort between the Village of Tinley Park and the Metropolitan Water Reclamation District of Greater Chicago, designed to promote the use of green infrastructure as an effective means of stormwater management." The signs shall be maintained by the VILLAGE, and shall include educational information about the benefits of green infrastructure. The MWRDGC will provide examples of signage used for similar projects.

### Article 8. Termination by the VILLAGE

Prior to commencement of construction of the Project, the VILLAGE may, at its option, and upon giving notice to the MWRDGC in the manner provided in Article 26 below, terminate this Agreement as it pertains to the entire Project. The VILLAGE shall return all Project-related funds received from the MWRDGC no later than fourteen (14) days following its termination of the Agreement.

### Article 9. Termination by the MWRDGC

Prior to Bid Advertisement of the Project, the MWRDGC may, at its option, and upon giving notice to the VILLAGE in the manner provided in Article 26 below, terminate this Agreement as it pertains to the entire Project.

### Article 10. Effective Date

19-IGA-15

This Agreement becomes effective on the date that the last signature is affixed hereto.

### Article 11. Duration

Subject to the terms and conditions of Articles 8 and 9 above, this Agreement shall remain in full force and effect for perpetuity.

### Article 12. Non-Assignment

Neither Party may assign its rights or obligations hereunder without the written consent of the other Party.

### Article 13. Waiver of Personal Liability

No official, employee, or agent of either Party to this Agreement shall be charged personally by the other Party with any liability or expenses of defense incurred as a result of the exercise of any rights, privileges, or authority granted herein, nor shall he or she be held personally liable under any term or provision of this Agreement, or because of a Party's execution or attempted execution of this Agreement, or because of any breach of this Agreement.

### Article 14. Indemnification

The VILLAGE shall defend, indemnify, and hold harmless the MWRDGC, its Commissioners, officers, employees, and other agents ("MWRDGC Party") from liabilities of every kind, including losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorney fees and disbursements), claims, demands, actions, suits, proceedings, judgments, or settlements, any or all of which are asserted by any individual, private entity, or public entity against the MWRDGC Party and arise out of or are in any way related to: (1) design, construction, or maintenance of the Project that is the subject of this Agreement; or (2) the exercise of any right, privilege, or authority granted to the VILLAGE under this Agreement.

### Article 15. Representations of the VILLAGE

The VILLAGE covenants, represents, and warrants as follows:

- 1. The VILLAGE has full authority to execute, deliver, and perform or cause to be performed this Agreement; and
- 2. The individuals signing this Agreement and all other documents executed on behalf of the VILLAGE are duly authorized to sign same on behalf of and to bind the VILLAGE; and
- 3. The execution and delivery of this Agreement, consummation of the transactions provided for herein, and the fulfillment of the terms hereof will not result in any breach of any of the terms or provisions of or constitute a default under any agreement of the VILLAGE or any instrument to which the VILLAGE is bound or any judgment, decree, or order of any court or governmental body or any applicable law, rule, or regulation; and
- 4. The VILLAGE has allocated \_\_\_\_\_\_ in funds for this Project, which are separate from and in addition to the funds to be provided by the MWRDGC under this Agreement.

### Article 16. Representations of the MWRDGC

The MWRDGC covenants, represents, and warrants as follows:

- 1. The MWRDGC has full authority to execute, deliver, and perform or cause to be performed this Agreement; and
- The individuals signing this Agreement and all other documents executed on behalf of the MWRDGC are duly authorized to sign same on behalf of and to bind the MWRDGC; and
- 3. The execution and delivery of this Agreement, consummation of the transactions provided for herein, and the fulfillment of the terms hereof will not result in any breach of any of the terms or provisions of or constitute a default under any agreement of the MWRDGC or any instrument to which the MWRDGC is bound

or any judgment, decree, or order of any court or governmental body or any applicable law, rule, or regulation.

### Article 17. Disclaimers

This Agreement is not intended, nor shall it be construed, to confer any rights, privileges, or authority not permitted by Illinois law. Nothing in this Agreement shall be construed to establish a contractual relationship between the MWRDGC and any party other than the VILLAGE.

### Article 18. Waivers

Whenever a Party to this Agreement by proper authority waives the other Party's performance in any respect or waives a requirement or condition to performance, the waiver so granted, whether express or implied, shall only apply to the particular instance and shall not be deemed a waiver for subsequent instances of the performance, requirement, or condition. No such waiver shall be construed as a modification of this Agreement regardless of the number of times the performance, requirement, or condition may have been waived.

### Article 19. Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will not affect any other provisions of this Agreement, and this Agreement will be construed as if such invalid, illegal, or unenforceable provision has never been contained herein. The remaining provisions will remain in full force and will not be affected by the invalid, illegal, or unenforceable provision or by its severance. In lieu of such illegal, invalid, or unenforceable provision, there will be added automatically as part of this Agreement a provision as similar in its terms to such illegal, invalid, or unenforceable provision as be legal, valid, and enforceable.

### Article 20. Necessary Documents

Each Party agrees to execute and deliver all further documents, and take all further action reasonably necessary to effectuate the purpose of this Agreement. Upon the completion of the Project, the VILLAGE shall provide the MWRDGC with a full sized copy of "As-Built" drawings for the Project. The drawings shall be affixed with the "As-Built" printed mark and must be signed by both the VILLAGE resident engineer and the contractor.

### Article 21. Compliance with Applicable Laws and Deemed Inclusion of Same

The Parties agree to observe and comply with all federal, State and local laws, codes and ordinances applicable to the Project. Provisions required (as of the effective date) by law, ordinances, rules, regulations, or executive orders to be inserted in this Agreement are deemed inserted in this Agreement whether or not they appear in this Agreement or, upon application by either Party, this Agreement will be amended to make the insertions. However, in no event will the failure to insert such provisions before or after this Agreement is signed prevent its enforcement. The Parties to this Agreement shall comply with all applicable federal, State and local laws, rules and regulations in carrying out the terms and conditions of this Agreement, including the Equal Opportunity clause set forth in Appendix A to the Illinois Department of Human Rights' regulations, which is incorporated by reference in its entirety as though fully set forth herein.

### Article 22. Entire Agreement

This Agreement, and any exhibits or riders attached hereto, shall constitute the entire agreement between the Parties. No other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Agreement that are not expressly set forth herein.

### Article 23. Amendments

This Agreement shall not be amended unless it is done so in writing and signed by the authorized representatives of both Parties.

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### Article 24. References to Documents

All references in this Agreement to any exhibit or document shall be deemed to include all supplements and/or authorized amendments to any such exhibits or documents to which both Parties hereto are privy.

### Article 25. Judicial and Administrative Remedies

The Parties agree that this Agreement and any subsequent Amendment shall be governed by, and construed and enforced in accordance with, the laws of the State of Illinois in all respects, including matters of construction, validity, and performance. The Parties further agree that the proper venue to resolve any dispute which may arise out of this Agreement is the appropriate Court of competent jurisdiction located in Cook County, Illinois.

The rights and remedies of the MWRDGC or the VILLAGE shall be cumulative, and election by the MWRDGC or the VILLAGE of any single remedy shall not constitute a waiver of any other remedy that such Party may pursue under this Agreement.

### Article 26. Notices

Unless otherwise stated in this Agreement, any and all notices given in connection with this Agreement shall be deemed adequately given only if in writing and addressed to the Party for whom such notices are intended at the address set forth below. All notices shall be sent by personal delivery, UPS, Fed Ex or other overnight messenger service, first class registered or certified mail, postage prepaid, return receipt requested, by facsimile, or by electronic mail. A written notice shall be deemed to have been given to the recipient Party on the earlier of (a) the date it is hand-delivered to the address required by this Agreement; (b) with respect to notices sent by mail, two days (excluding Sundays and federal holidays) following the date it is properly addressed and placed in the U.S. Mail, with proper postage prepaid; (c) with respect to notices sent by facsimile, on the date sent, if sent to the facsimile number(s) set forth below and upon proof of delivery as evidenced by the sending fax machine; or (d) with respect to notices sent electronically by email, on the date of notification of delivery receipt, if delivery was during normal business hours of the recipient, or on the next business day, if delivery was outside normal business hours of the recipient. The name of this Agreement i.e., "INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF TINLEY PARK AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO FOR THE DESIGN, CONSTRUCTION, OPERATION AND MAINTENANCE OF THE NORTH STREET PERMEABLE PAVERS IN THE VILLAGE OF TINLEY PARK, ILLINOIS" must be prominently featured in the heading of all notices sent hereunder.

Any and all notices referred to in this Agreement, or that either Party desires to give to the other, shall be addressed as set forth in Article 27, unless otherwise specified and agreed to by the Parties.

### Article 27. Representatives

Immediately upon execution of this Agreement, the following individuals will represent the Parties as a primary contact and receipt of notice in all matters under this Agreement.

For the MWRDGC: Director of Engineering	For the VILLAGE:
Metropolitan Water Reclamation District	Village of Tinley Park
of Greater Chicago	
100 East Erie Street	16250 South Oak Park Ave
Chicago, Illinois 60611	Tinley Park, IL 60477
Phone: (312) 751-7905	Phone: (999) 999-9999
Fax: (312) 751-5681	Fax: (999) 999-9999
Email: oconnorc@mwrd.org	Email: EMAIL

Each Party agrees to promptly notify the other Party of any change in its designated representative, which notice shall include the name, address, telephone number and fax number of the representative for such Party for the purpose hereof.

### Article 28. Interpretation and Execution

1. The Parties agree that this Agreement shall not be construed against a Party by reason of who prepared it.

- 2. Each Party agrees to provide a certified copy of the ordinance, bylaw, or other authority demonstrating that the person(s) signing this Agreement is/are authorized to do so and that this Agreement is a valid and binding obligation of the Party.
- 3. The Parties agree that this Agreement shall be executed in quadruplicate.

**IN WITNESS WHEREOF**, the Metropolitan Water Reclamation District of Greater Chicago and the Village of Tinley Park, the Parties hereto, have each caused this Agreement to be executed by their duly authorized officers, duly attested and their seals hereunto affixed.

Village of Tinley Park, [ An Illinois Municipal Corporation

BY:\_\_\_\_

[ Village President

Date

### METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

Chairman of the Committee on Finance	Date
Executive Director	Date
ATTEST:	
Clerk	Date
APPROVED AS TO ENGINEERING AND TEC	HNICAL MATTERS:
Engineer of Stormwater Management	Date
Assistant Director of Engineering	Date
Director of Engineering	Date
APPROVED AS TO FORM AND LEGALITY:	
Head Assistant Attorney	Date
General Counsel	Date

### **Exhibits and Attachments**

TITLE	<u>DATED</u>	PAGES
Exhibit 1: Project Vicinity Map and Project Conceptual Drawing		1 to XX
Exhibit 2: MWRDGC's Purchasing Act	02/16	1 to 12
Exhibit 3: Multi-Project Labor Agreement (MPLA)	10/17; 04/18	MPLA-CC-1 to MPLA-CC-49
Exhibit 4: Affirmative Action Ordinance, Revised Appendix D	06/04/15	D-1 to D-23
Exhibit 5: Affirmative Action Utilization Plan	06/15	UP-1 to UP-7
Exhibit 6: Affirmative Action Status Report	11/18	11tto>22X
Exhibit 7: Veteran's Business Enterprise Contracting Policy Requirements Appendix V		1 to 2
Exhibit 8: VBE Commitment Form	11/18	1
Exhibit 9: Operation and Maintenance Plan, Inspection Log	02/19	1 to XX



Municipal Expertise. Community Commitment. Christopher King, PE Direct Line: (708) 210-5680 Email: <u>cking@reltd.com</u>

February 25, 2019

Project 18-R0617

Village of Tinley Park 16250 South Oak Park Avenue Tinley Park, Illinois 60477

Attn.: Mr. Kevin Workowski, Director of Public Works

RE: North Street Improvement

Dear Kevin:

Bids were received and publicly read on Thursday February 21, 2019 at 2:00 PM for the above-mentioned project. The bid results are as follows:

Contractor	Location	As Read Bid
Austin Tyler Construction, Inc.	Elwood, IL	\$ 1,182,687.00
Iroquois Paving	Watseka, IL	\$ 1,248,380.50
P.T. Ferro Construction Co.	Joliet, IL	\$ 1,451.355.00
Engineer's Estimate		\$ 1,441,601.00

We have reviewed the bids and found them to be correct and in order; therefore, at this time we recommend that the Village award the contract to the lowest responsible bidder, Austin Tyler Construction, in the amount of One Million One Hundred Eighty-Two Thousand Six Hundred Eighty-Seven Dollars and No Cents (\$1,182,687.00).

Should there be any questions on this matter, please feel free to call me.

Respectfully yours, **ROBINSON ENGINEERING, LTD.** 

Christopher J. King, PE Village Engineering Consultant /cjk R:\2015-2019\2018\18-R0617.TP\Digital Correspondence\Award letter 022519.doc

Encl. Bid Tabulation Xc Colby Z., Village Engineer



P.T. Ferro Construction Co.

froquois Paving Corp.

Name of Bidder Austin Tyler Construction Inc.



Rente parte separties Community Committees

Date: 2/21/2019	Tume	Appropriation	All and a second s
Local Public Agency: Village of Tinley Park	County: Cook	Section:	Estimate: \$1,441.601.00

Attended By King. Chris

					Address of Bidder	23343 S. Ridge Road	tad	1889 E. US Hwy		700 S. Rowell Ave	The second second
n Peen No											
ttem No.											
Hem No.						Elwood IL 60421		Watseka, IL 60970	0	Joliet, IL 60434	
Hem No.				Approved Engineer's	ineer's Estimate						
	Item Description	Unit	aty	Unit Price	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
SPECIAL 1 G	CONCRETE RIBBON CURB, SPECIAL	FOOT	230	\$50.00	\$11,500,00	\$34,00	\$7,820.00	\$39.50	\$9,085.00	\$50,00	\$11,500,00
SPECIAL 2	BRICK PIANO CROSSWALKS ON RIGID BASE	SO FT	720	\$40.00	\$28,800,00	\$41,00	\$29,520,00	\$42.00	\$30,240,00	\$38,00	\$27,360,00
SPECIAL 3	REMOVABLE STAINLESS STEEL ROADWAY BOLLARDS, 4-INCH, WITH EMBEDMENT SLEEVE	EACH	4	\$2.000.00	\$28,000.00	\$1,750.00	\$24,500.00	\$2,050,00	\$28,700,00	\$1,900 <b>,00</b>	\$26,600,00
SPECIAL 4	CAST IN PLACE CONCRETE BOLLARD	EACH	14	\$800.0 <b>0</b>	\$11,200,00	\$675.00	\$9,450,00	\$950,00	\$13,300,00	\$950,00	\$13,300 <b>.00</b>
81028200	UNDERGROUND CONDUIT, GALVANIZED STEEL. 2 DIA.	FOOT	130	\$20.00	\$2,600. <b>00</b>	\$25,00	\$3,250 <b>.00</b>	\$34,75	<b>\$4.517.50</b>	\$25,00	\$3,250,00
81028220	UNDERGROUND CONDUIT, GALVANIZED STEEL.	FOOT	65	\$30 <b>.00</b>	\$1,950.00	\$40,00	\$2.600,00	\$42 <b>.</b> 75	\$2,778,75	\$40,00	\$2,600.00
81028770	UNDERGROUND CONDUIT, COILABLE NONMETALLIC CONDUIT, 3- DIA.	FOOT	260	\$20.00	\$5,200 <b>.00</b>	\$18.0 <b>0</b>	\$4,680,00	\$29,25	\$7,605,00	\$18,00	\$4,680,00
B1028790	UNDERGROUND CONDUIT, COILABLE	FOOT	195	\$25,00	\$4,875,00	\$26,00	\$5,070,00	\$38.75	\$7,556,25	\$26.00	\$5,070 <b>,00</b>
81028800 N	UNDERGROUND CONDUIT, COILABLE NONMETALLIC CONDUIT 5" DIA,	FOOT	260	\$30.00	\$7,800.00	S40,00	\$10,400 <b>,00</b>	\$40,00	\$10,400,00	\$40,00	\$10,400,00
X2080250	TRENCH BACKFILL, SPECIAL	<b>CU</b> YD	1.881	\$20.00	\$37,620,00	S51.00	\$95,931,00	\$30,50	\$57,370,50	\$50,00	\$94,050.00
60218300 F	MANHOLES, TYPE A, 4-DIAMETER, TYPE 1 FRAME, OPEN LID	EACH	-	\$2,500,00	\$2,500,00	\$1,500.00	\$1,500,00	\$2.200,00	\$2,200 <b>,00</b>	\$2,000,00	\$2.000.00
60221100 F	MANHOLES, TYPE A. 5-DIAMETER. TYPE 1 FRAME, CLOSED LID	EACH	-	\$3,500,0 <b>0</b>	\$3,500 <b>.00</b>	\$1,700 <b>.00</b>	\$1,700,00	\$2,225 <b>.00</b>	\$2,225,00	\$2,700,00	\$2,700,00
60223800 F	MANHOLES, TYPE A, 6'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	Ø	\$6,500,00	\$19,500,00	\$5,350 <b>.00</b>	\$16,050,00	\$8,000,00	\$24,000 <b>.00</b>	\$7,300,00	\$21,900,00
60224446 F	MANHOLES, TYPE A. 7-DIAMETER, TYPE I FRAME, CLOSED LID	EACH		\$10,000,00	\$10,000.00	\$7,650 <b>.00</b>	\$7,650 <b>.00</b>	\$11,000,00	\$11,000,00	\$8,800,00	\$8,800 <b>,0</b> 0
550A0050 \$	STORM SEWERS, CLASS A. TYPE 1 12"	FOOT	20	\$50,00	\$2,500,00	\$35,00	\$1,750,00	S47,00	\$2,350.00	\$70,00	\$3,500, <b>D0</b>
X5500452 S	STORM SEWER 12" (SPECIAL)	FOOT	30	\$60.00	\$1,800,00	\$50.00	\$1,500.00	\$50,00	\$1,500.00	\$50,00	\$1,500.00
650A0410 S	STORM SEWERS, CLASS A. TYPE 2 24"	FOOT	35	\$125 <b>.00</b>	\$4,375;00	\$66.00	\$2,310.00	\$75.00	\$2,625.00	\$95,00	\$3,325.00
550A0430 \$	STORM SEWERS, CLASS A. TYPE 2 30	FOOT	226	\$145.00	\$32,770,00	\$97.00	\$21,822.00	\$83.00	\$18,758,00	\$110,00	\$24,860 <b>.00</b>

	ŝ		No.	standard and states and states	Name of Bidder.	Austin Tyler Construction Inc.	struction Inc.	Iroquois Paving	Corp.	P.T. Ferro Construction Co.	uction Co.
					Address of Bidder:	23343 S. Ridge Road	peo	1889 E. US Hwy		700 S. Rowell Ave	
						Elwood, IL 60421		Watseka, IL 60970	0	Joliet, IL 60434	
				Approved Engineer's	neer's Estimate						
Item No.	ttern Description	Unit	aтy	Unit Price	Total	Unit Cost	Totai	Unit Cost	Total	Unit Cost	Total
550A0450	STORM SEWERS, CLASS A, TYPE 2 36"	FOOT	190	\$165,00	\$31,350,00	\$117,00	\$22,230.00	\$170,00	\$32,300,00	S160.00	\$30,400,00
550A0470	STORM SEWERS CLASS A, TYPE 2, 42"	FOOT	260	\$190.00	\$49,400.00	\$137,00	\$35,620,00	\$190,00	\$49,400,00	S160.00	\$41.600.00
550A0480	STORM SEWERS, CLASS A, TYPE 2 48"	FOOT	355	\$225.00	\$79,875.00	S149.00	\$52.895.00	\$220,00	\$78,100,00	\$200,00	\$71,000,00
21301048	EXPLORATION TRENCH 48" DEPTH	FOOT	50	\$50.00	\$2,500.00	\$70.00	\$3,500,00	\$54.00	\$2,700,00	\$55,00	\$2,750,00
56400500	FIRE HYDRANTS TO BE REMOVED	EACH	2	\$750,00	\$1,500,00	\$600,00	\$1,200.00	\$800.00	\$1,600,00	\$1,250.00	\$2,500.00
R1001025	12" VALVE AND VALVE VAULT, TYPE A, 5 DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	e	\$7,500,00	\$22,500.00	\$4,425,00	\$13,275,00	\$5.400 <u>.</u> 00	\$16,200,00	\$6,350,00	\$19,050.00
R1001100	B" X 8" TAPPING SLEEVE AND VALVE IN VALVE VAULT, TYPE A. 5" DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH		\$10,000,00	\$10,000,00	\$5,000,00	\$5,000,00	\$8,000,00	\$8,000,00	\$8.000 <b>.00</b>	\$8,000,00
R1001120	10" X 10" TAPPING SLEEVE AND VALVE IN VALVE VAULT, TYPE A. S' DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	-	\$12,500,00	\$12,500,00	\$6,000,00	\$6.000,00	\$9,250,00	\$9,250,00	\$9,700,00	\$9,700.00
R1001145	24" X 12" TAPPING SLEEVE AND VALVE IN VALVE- VAULT, TYPE A, 6" DIAMETER, TYPE 1 FRAME CLOSED LID	EACH	*	\$12,500,00	\$12,500,00	\$20,000,00	\$20,000.00	\$14,000.00	\$14,000,00	\$26,500,00	\$26,500,00
X1200015	VALVE VAULTS TO BE ABANDONED	EACH	2	\$500,00	\$1,000.00	\$400.00	\$800.00	\$750,00	S1,500,00		\$1,650,00
TP000001	VALVE MAINTENANCE	EACH	R	\$1,250,00	\$3,750.00	S3,000, 00	\$9,000.00	\$525,00	\$1,575.00	\$2.750.00	S8,250.00
R2003460	DUCTILE IRON FITT NGS	POUND	500	\$5	\$2,500.0	\$6.0	\$3,000.00	\$5.75	\$2,875.	\$4,0	.\$2,000.00
R1002225		EACH ,	In sugar		\$1,500.00	S2.000.00	\$2.000.00		\$775.00		\$1,750.00
R1002235		EACH	-	S2,000,00	\$2,000,00	\$2,200,00	\$2,200 00	S875.00	\$875.00	\$1,850,00	\$1,850,00
R1002240	12" CUT AND CAP	EACH	L	\$3,000,00	\$3,000.00	S2,600,00	\$2,600.00	\$900.00	\$900,000	\$1,950,00	\$1,950,00
56400825	FIRE HYDRANT WITH AUXILIARY VALVE, VALVE BOX AND TEE	EACH	-69	\$4,000,00	\$20,000.00	\$4,000,00	\$20,000,00	\$5,250,00	\$26,250,00	\$6,000,00	\$30,000 <b>,00</b>
X5611112	DUCTILE IRON WATER MAIN. CLASS 52 WITH POLYETHYLENE ENCASEMENT, 12"	FOOT	798	\$100, st	00°000'62S	\$85,00	\$67,150,00	\$108,00	\$85,320,00	00'06\$	\$71,100,00
XX008196	E	FOOT	790	\$30,00	\$23,700.0	\$48.00	\$37,920,00	\$21.00	\$16,590.00	\$38,00	\$30,020,00
R2001355	PVC SANITARY SEWER, 10" SPECIAL	FOOT	420	\$75,00	S31,500.00	\$71,00	\$29,820.00	\$85.00	\$35,700,00	\$100.001	\$42,000,00
R2002035	Ň	EACH	-	S5 000 00	\$5,000.00	\$2,000,00	\$2,000.00	\$2.400.00	\$2,400,00	\$2,750,00	\$2.750,00
R2002160	SANITARY MANHOLE, 48" DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	m	\$5,000,00	\$15,000.00	\$3.600,00	\$10,800.00	\$4,000.00	\$12,000.00	\$4,600,00	\$13,800,00
R3007060	SERVICE LINE ABANDONMENT	EACH	m	\$1,500,00	\$4,500,00	\$2,500,00	\$7,500,00	\$400.00	\$1,200,00	\$2,750.00	\$8,250,00
R2004025	SEWER FLOW CONTROL AND BYPASS PUMPING	L SUM	-	\$2,500,00	\$2,500.00	\$8.000.00	\$8,000, <b>00</b>	\$11,500,00	\$11,500.00	\$20,000,00	\$20,000.00
X6026050	SANITARY MANHOLES TO BE ADJUSTED	EACH	2	\$800,00	\$1,600.00	\$800,00	\$1,600.00	\$625,00	\$1,250,00	\$925,00	\$1,850,00
R2002040	REMOVE SANITARY MANHOLE 48"	EACH	1	\$1,250.00	\$1,250.00	\$800,00	\$800.00	\$525,00	\$525,00	\$1,650,00	\$1,650,00
TP00002	SANITARY SEWER PLUG, 8 INCH	EACH	-	\$350,00	\$350.00	\$225,00	\$225.00	S210.00	\$210,00	\$925.00	\$925.00

BLR 12315 (Rev. 07/16/13)

2 of 4

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								doo Rinne Loophon			racuoli co.
					Address of Bidder:	23343 S. Ridge Road	ad	1889 E. US Hwy		700 S. Rowell Ave	
						Etwood, IL 60421		Watseka, IL 60970	0	Joliet, IL 60434	
				Approved Engineer's	neer's Estimate						
Item No.	ftern Description	Unit	aty	Unit Price	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
TP00003	TRENCH BACKFILL. SANITARY SEWER	FOOT	420	\$30,00	\$12,600.00	S58,00	\$24,360,00	\$40,00	\$16,800,00	\$105.00	\$44,100.00
X2020410	EARTH EXCAVATION (SPECIAL)	си ур	1,950	\$45,00	\$87.750.00	\$30,00	\$58,500.00	\$32.00	\$62,400,00		\$78,000,00
20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	cu yo	300	\$50.00	\$15,000.00	\$24.00	\$7,200.00	\$30'00	29,000,00	\$40,00	\$12,000.00
21101625	TOPSOIL FURNISH AND PLACE, 6"	sq yb	1,080	\$7.50	\$9,100.00	\$5.00	\$5,400.00	\$5.50	\$5,940.00	\$6.00	\$6.480.00
X2520700	SODDING, SPECIAL	SQ YD	080,1	\$10,00	\$10,800,00	\$8.00	S8 640.00	\$6.00	\$6,480,00		\$6.480.00
M2520200	SUPPLEMENTAL WATERING	UNIT	4	\$250,00	\$1,000.00	\$1.00	\$4.00	\$500,00	\$2,000.00		\$800.00
28000400	PERIMETER EROSION BARRIER	FOOT	1,500	\$3,25	\$4,875,00	\$3.00	\$4,500.00	\$1.52	\$2,280.00		\$3,000.00
30300106	AGGREGATE SUBGRADE IMPROVEMENT 6"	sa yby	1,400	\$12.00	\$16,800.00	\$10.00	S14,000,00	\$12.00	\$16,800,00	\$14.00	\$19,600,00
35501316	HOT-MIX ASPHALT BASE COURSE, 8	ay os	1,100	\$32.00	\$35,200,00	\$32.00	\$35,200,00	\$45,00	\$49,500,00	\$38.00	\$41,800.00
40600290	BITUMINOUS MATERIALS (TACK COAT)	POUND	500	\$2.50	\$1,250.00	\$0.01	\$5.00	\$0.01	\$5.00	\$0.01	\$5,00
40600982	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	sa yb	80	\$15.00	\$1,200.00	\$25,00	\$2,000.00	\$15.00	\$1,200,00	\$20,00	\$1,600.00
40603080	HOT MIX ASPHALT BINDER COURSE, IL-19,0, N50	TON	165	\$80.00	\$13,200.00	\$70.00	\$11,550,00	\$100.00	\$16,500,00	00 <sup>'</sup> 36\$	\$15,675,00
40603340	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N70	TON	250	\$85,00	\$21,250,00	\$90.00	\$22,500.00	\$110.00	\$27 500.00	\$100,00	\$25,000,00
42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	2,750	S7,50	\$20,625,00	\$9,00	\$24,750,00	\$7,40	\$20,350,00	00'6\$	\$24,750,00
42400800	DETECTABLE WARNINGS	SO FT	80	\$30.00	\$2,400,00	\$25,00	\$2,000,00	\$22.00	\$1_760,00	\$20.00	\$1,600,00
2300200	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT 6 INCH	sa yb	100	\$72.00	\$7 200.00	\$75.00	\$7,500,00	\$63.00	\$6.300.00	\$75,00	\$7,500.00
44000157	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SQ YD	520	\$4,00	\$2,080.00	\$12,00	\$6,240,00	\$5.00	\$2,600.00	\$12.00	\$6,240,00
44000200	DRIVEWAY PAVEMENT REMOVAL	sq YD	250	\$20.00	\$5,000,00	\$11,00	\$2,750,00	\$7,00	\$1,750,00	\$16,00	\$4,000,00
44000500	COMBINATION CURB AND GUTTER REMOVAL	FOOT	1,200	\$12,00	\$14,400,00	\$7,00	\$8,400.00	\$6,00	\$7,200.00	\$14,00	\$16,800,00
14000600	SIDEWALK REMOVAL	SO FT	1,600	\$4.00	\$6,400,00	\$3,00	\$4,800,00	\$4 00	\$6,400,00	\$4.00	\$6,400,00
44201745	3 INCH)	sa yo	220	\$80.00	S17,600.00	\$60,00	\$13,200.00	\$50.00	\$11,000.00	\$75,00	\$16,500:00
28000500	INLET AND PIPE PROTECTION	EACH		\$75,00		\$200.00	\$600.00	\$220.00	\$660.00	\$200,00	\$600.00
28000510		EACH	40	\$100.00	\$600.00	\$100.00	\$600.00	\$185,00	\$1 110.00	\$200.00	\$1,200.00
55100400	STORM SEWER REMOVAL 10"	FOOT	50	\$30,00	\$1.500.00	\$25.00	\$1,250.00	\$13.00	\$650.00	\$15.00	\$750.00
55100500	STORM SEWER REMOVAL 12"	FOOT	50	\$35,00	\$1,750,00	\$25.00	\$1 250.00	\$13.00	\$650,00	\$15.00	\$750.00
55100900	STORM SEWER REMOVAL 18"	FOOT	50	\$45.00	\$2,250,00	\$25,00	\$1 250.00	\$13,00	\$650.00	\$15,00	\$750.00
60200105	CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, OPEN LID	EACH		\$2,500.00	\$2,500,00	\$2,500,00	\$2,500,00	\$2,100,00	\$2,100,00	\$2.400,00	\$2.400,00
60234200	AME, OPEN LID	EACH		\$1,200.00	\$3,600,00	S1,100.00	\$3,300.00	\$1,200.00	\$3,600.00	5	\$3,900,00
60500050	REMOVING CATCH BASINS	EACH	3	\$400,00	\$800.00	\$500.00	S1,000,00	\$300.000	\$600.00	\$825,00	\$1,650,00
60500060	REMOVING INLETS	EACH	CV I	\$400.00	\$800.00	\$500,00	\$1,000.00	\$300.00	\$600,00	\$400.00	\$800.00
60108205	PIPE UNDERDRAINS, TYPE 2, 6"	FOOT	285	s32.00	\$9 120 00	C28 00	\$7 080 00	C27 00	\$7 BOK AN	ere on	C15 275 00

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BLR 12315 (Rev. 07/16/13)

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						Austri I yter Construction Inc.	struction Inc.	Iroquois Paving Corp.	Corp.	P.T. Ferro Construction Co	ruction Co.
				1 22	Address of Bidder:	23343 S. Ridge Road	bad	1889 E. US Hwy	1	700 S. Rowell Ave	
				-	1.1.1 E	Elwood, 1L 60421		Watseka, IL 60970		Joliet, IL 60434	
				Approved Engineer's	ineer's Estimate						
ftem No.	Item Description	Unit	ary	Unit Price	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
60108208	PIPE UNDERDRAINS, TYPE 2, 8"	FOOT	135	\$35,00	\$4,725,00	\$30.00	\$4,050,00	\$30,00	\$4,050.00	\$57,00	\$7,895.00
60600605	CONCRETE CURB. TYPE B	FOOT	170	\$35.00	\$5,950.00	\$31.00	\$5.270.00	\$38,00	\$6.460.00	S33.00	\$5.610.00
1P00004	CONCRETE EDGE CURB 18"	FOOT	490	\$45.00	\$22,050.00	\$25.00	\$12,250.00	\$38.00	\$18,620,00		\$18,620.00
60603800	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6,12	FOOT	780	\$30.00	\$23,400.00	\$22,00	\$17,160,00	\$34.40	\$26,832.00		\$21,840,00
78009000	MODIFIED URETHANE PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	24	S6,50	\$156.00	\$15.00	\$360.00	\$10.00	\$240.00	\$10.00	\$240.00
78009004	MODIFIED URETHANE PAVEMENT MARKING - LINE 4"	FOOT	1,120	\$4,00	\$4,480,00	\$1.25	\$1,400,00	\$2.00	\$2,240.00	\$2.00	\$2,240,00
78009008	MODIFIED URETHANE PAVEMENT MARKING -	FOOT	360	00'is	\$2,520.00	\$3.00	\$1,080.00	\$4,00	\$1,440.00	\$4.00	\$1,440,00
78009024	MODIFIED URETHANE PAVEMENT MARKING - LINE 24"	FOOT	96	\$30.00	\$2,700,00	\$15.00	\$1,350.00	\$10.00	\$900.00	\$10.00	00.006\$
20056608	STORM SEWER (WATER MAIN REQUIREMENTS) 12 INCH	FOOT	50	\$35.00	\$1,750.00	\$50,00	\$2,500,00	\$53.00	\$2,650,00	\$85.00	\$4,250,00
Z0056610	E	FOOT	50	\$45.00	\$2.250.00	\$65,00	\$3,250.00	\$66,00	\$3,300.00	\$100,00	\$5,000.00
621-07643	TREE PROTECTION	EACH	10	\$8,00	\$80.00	\$200.00	\$2,000.00	\$100,00	\$1,000.00	\$75.00	\$750.00
M2010110	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	150	\$15.00	\$2,250.00	\$35.00	\$5,250.00		\$3,150,00	\$22,00	\$3,300.00
TPODOOS	PERMEABLE PAVERS 3 1/8" AND AGGREGATE BASES	SQ FT	13.050	\$25.00	\$326,250.00	\$11,50	\$150,075,00	S11.50	\$150,075.00	\$14.00	\$182,700,00
X1200064	GEOTECHNICAL FABRIC, SPECIAL	SQ YD	2.050	\$5.00	\$10.250.00	\$2,00	\$4,100,00	\$2.75	\$5,637 50	\$2,50	\$5,125,00
<b>X701</b> 0216	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	<b>WNST</b>	-	\$15,000,00	\$15,000,00	\$20,000,00	\$20,000.00	\$15,500.00	\$15,500.00	\$47,700.00	\$47,700,00
XX002256	STRUCTURES TO BE ADJUSTED	EACH	10	\$500.00	\$5,000,000	\$725,00	\$7,250.00	\$525.00	\$5,250.00	\$500,00	S5,000,00
XX006947	HOT-MIX ASPHALT DRIVEWAY REMOVAL AND REPLACEMENT	SQ YD	25	\$50,00	\$1,250.00	\$68,00	\$1,700,00	\$82,00	\$2,050,00	\$100.00	52,500,00
<b>2001</b> 7400	DRAINAGE & UTILITY STRUCTURES TO BE ADIUSTED	EACH	60	\$600.00	\$3,600,00	\$500,00	\$3,000,00	\$525,00	\$3,150,00	\$500,00	\$3,000,00
XX008645	TEMPORARY INFORMATIONAL SIGNS	EACH	1	\$2,500.00	\$2,500.00	\$1,000.00	\$1,000.00	\$6,500,00	\$6,500,00	\$2,500,00	\$2,500,00
88600600	DETECTOR LOOP REPLACEMENT	FOOT	50	\$25.00	\$1,250,00	\$40.00	\$2,000,00	\$38,00	\$1,900.00	\$40.00	\$2,000,00
XX001532	PROJECT SIGN	EACH	**	\$2,500.00	\$2,500,00	\$700,00	\$700.00	\$550,00	\$550,00	\$1.000,00	00,000,12
2004015	CONTINGENCY	L SUM	30,000	\$1.00	\$30,000,00	\$1.00	\$30,000,00	\$1,00	\$30,000,00	\$1.00	\$30,000.00
R4001015	24" DIAMETER STEEL SLEEVE, 0,375" WALL THICKNESS, OPEN CUT INSTALLATION	FOOT	60	\$100,00	\$6.000.00	seotod	\$4,800,00	\$195.00	\$11,700.00	\$115,00	\$6,900,00
SPECIALINLE T	INLETS, TYPE A, TYPE 1 FRAME AND OPEN LID. SPECIAL	EA	n	\$350,00	\$1,050.00	\$1,725.00	\$5,175,00	S1.300.00	\$3,900,00	\$1.850.00	\$5,550.00
		Ē,		TOTAL	\$1,441,601.00		\$1,182,687.00		\$1,248,380.50		\$1,451,355.00

# **PUBLIC COMMENT**

# ADJOURNMENT