

NOTICE OF STANDING COMMITTEES

Scheduled for
Tuesday, June 11, 2019,
beginning at 6:30 p.m. in

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

Administration & Legal Committee
Public Safety Committee
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 MEETING
OF THE PUBLIC WORKS COMMITTEE

Notice is hereby given that a meeting of the Public Works Committee of the Village of Tinley Park, Cook and Will Counties, Illinois, will begin at 6:30 p.m. on Tuesday, June 11, 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 PUBLIC WORKS COMMITTEE MEETING HELD ON MAY 14, 2019.
3. DISCUSS PUBLIC WORKS PURCHASING THRESHOLDS.
4. DISCUSS LAGRANGE ROAD UTILITY ENGINEERING PROPOSALS.
5. DISCUSS WATER ASSESSMENT PROGRAM.
6. DISCUSS RIDGELAND AVENUE SANITARY SEWER LINING PROJECT.
7. DISCUSS POLICE STATION SHOOTING RANGE CLEANING – SERVICE CONTRACT.
8. DISCUSS 2019 MUNICIPAL PARKING LOT IMPROVEMENT PROJECT.
9. DISCUSS 2019 CONCRETE FLATWORK.
10. DISCUSS 2019 PAVEMENT STRIPPING.
11. DISCUSS WATER SYSTEM ANALYSIS/WATER MODEL PREPARATION.
12. DISCUSS HVAC EQUIPMENT ANNUAL SERVICE CONTRACT RENEWAL.
13. DISCUSS BUILDING AUTOMATION ANNUAL SERVICE CONTRACT RENEWAL.
14. DISCUSS WATER CODE CHANGES:
 - ADDITIONAL CHARGES FOR RESIDENTS WHO DECIDE TO NOT ALLOW THE VILLAGE TO INSTALL NEW METERS;
 - SHUT OFF NOTICE MAILING PROCEDURE;
 - SHUT OFF PENALTIES.
15. RECEIVE COMMENTS FROM THE PUBLIC.

ADJOURNMENT

KRISTIN A. THIRION
VILLAGE CLERK

MINUTES
Public Works Committee
May 14, 2019 - 6:30 p.m.
Village Hall of Tinley Park – Council Chambers
16250 S. Oak Park Avenue
Tinley Park, IL 60477

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

Members Absent: None

Other Board Members Present: D. Galante, Village Trustee

Staff Present: D. Niemeyer, Village Manager
P. Carr, Assistant Village Manager
B. Bettenhausen, Village Treasurer
P. Connelly, Village Attorney
K. Workowski, Public Works Director
J. Urbanski, Assistant Public Works Director
C. Zemaitis, Village Engineer
L. Valley, Executive Assistant to the Manager and Trustees
L. Godette, Deputy Village Clerk
L. Carollo, Commission/Committee Secretary

Item #1 - The meeting of the Public Works Committee was called to order at 6:32 p.m.

Item #2 – CONSIDER APPROVAL OF THE MINUTES OF THE PUBLIC WORKS

COMMITTEE MEETING HELD ON APRIL 9, 2019 – Motion was made by Chairman Glotz, seconded by Trustee Brady, to approve the minutes of the Public Works Committee meeting held on April 9, 2019. Vote by voice call. Chairman Glotz declared the motion carried.

Item #3 – REVIEW THE PUBLIC WORKS COMMITTEE'S ASSIGNED RESPONSIBILITIES

UNDER ORDINANCE 2019-O-022 - D. Niemeyer, Village Manager stated due to changes within the Village Board, a discussion of duties within each committee will be discussed. Ordinance 2019-O-022 will be updated in the near future to reflect the Village currently has an in-house engineer. The Public Works Committee's assigned responsibilities are noted below:

- (1) Oversee matters of Village infrastructure and maintenance of streets, sanitary sewers and water lines under village jurisdiction.
- (2) Oversee the Village flood mitigation program and maintenance of supporting infrastructure (detention, retention) under village jurisdiction.
- (3) Oversee outsourced services for engineering maintenance.
- (4) Oversee coordination/communication with other jurisdictions/agencies.

P. Connelly, Village Attorney stated to the Committee, committee meetings are generally less informal than Village Board meetings. Committee members will have the opportunity to ask questions from staff and presenters as well as vet agenda items in order to recommend those items be forwarded to the Village Board for approval.

Item #4 – DISCUSS INTERGOVERNMENTAL AGREEMENT WITH METRA FOR THE OAK PARK AVENUE TRAIN STATION WARMING SHELTER - Upon commuter requests of the need for a warming shelter and staff discussions concerning lack of storage at the Oak Park Avenue Train Station, a conceptual design was undertaken of a "hybrid" facility to serve as a dual-purpose building. It was recommended the building be placed on the north side, adjacent to the train tracks. Metra was contacted for cost participation and after reviewing conceptual designs, Metra offered to enter into an Intergovernmental Agreement with the Village for Metra's cost not to exceed \$75,000.

The estimated cost of the hybrid structure is \$250,000, of which the Village's cost would be \$175,000. Funds for this project will be allocated and in the upcoming fiscal budget.

Plans to construct a warming shelter and storage facility at the Oak Park Avenue Train Station were discussed at the Public Works Committee meeting held on March 12, 2019. Staff requested the Village enter into an Intergovernmental Agreement with Metra for construction of the warming shelter and storage facility.

Chairman Glotz asked if the Committee had any questions. It was emphasized the Committee's recommendation currently would be to enter into an Intergovernmental Agreement with Metra only. In future, if the Intergovernmental Agreement with Metra is recommended, the Committee will receive a construction contract with actual costs for further review and consideration.

Motion was made by Chairman Glotz, seconded by Trustee Brennan, to recommend the Village enter into an Intergovernmental Agreement with Metra for construction of a warming shelter and storage facility to be located at the Oak Park Avenue Train Station forwarded to the Village Board meeting scheduled on May 21, 2019. Vote by voice. Chairman Glotz declared the motion carried.

Item #5 – DISCUSS PROCESS FOR QUALIFIED BIDDERS AND REQUEST FOR PROPOSAL/QUALIFICATIONS FOR LOCAL VENDORS - Mr. Connelly explained the differences between an RFQ (Request for Qualifications), RFP (Request for Proposal) and bids.

- Bids - State law requires all Public Works contracts be bid to the lowest "responsible" bidder in accordance with the Village's ordinance.
- Sole Source Bids - Competitive bidding is waived. A single vendor may exclusively be able to provide the Village's needs.
- RFQ - No state law required. A Request for Qualifications generally is a preliminary request to determine which vendors can provide a specialized skill. Cost to the Village would not always be the determining factor. The Village may be interested in the most qualified vendor to perform services.
- RFP - No state law required. A Request for Proposal outlines a project's needs and requests solutions from vendors. Cost to the Village would not always be the determining factor. The Village may be interested in a vendor with the best solution to meet the Village's needs.

Chairman Glotz asked if the Committee had any questions. No one came forward.

Item #6 – DISCUSS 2019 PAVEMENT MANAGEMENT PROGRAM - STREET RESURFACING - The Pavement Management Program (PMP) consists of approximately 11.2 miles of pavement improvements, which include street resurfacing by heater scarification, HMA surface removal and replacement, pavement patching, miscellaneous concrete repairs, structure adjustments, pavement striping and other miscellaneous improvements in order to complete the project.

Five (5) bids were received and publicly read on April 23, 2019. The lowest responsible bidder was Gallagher Asphalt Corporation in the amount of \$3,777,794.75. In order to meet the available funding, this project will be reduced to approximately 10.5 miles of resurfacing.

Budget	\$3,960,000.00
Low Bid - Gallagher Asphalt	\$3,777,794.75
Engineering Base Fee	\$1,250.00
Negotiated Preliminary Engineering Fee (3.5%)	\$132,222.82
Negotiated Engineering Inspection Fee (6%)	\$226,667.69
Materials Testing Fee	<u>\$27,500.00</u>
Total	\$4,165,435.25
Over Budget Total	(\$205,435.25)
Change Order #1	\$199,794.75
Remaining (Over Budget) Total as Awarded	(\$5,640.50)
Approve Budget Total	\$3,965,640.50

Funding in the amount of \$3,960,000.00 is available in the FY-20 Budget for Design Engineering, Roadway Resurfacing Construction, Material Testing and Construction Engineering. The Pavement Management Program will be reduced from 11.2 miles to approximately 10.5 miles of road improvements in order to meet available funding.

Staff requested bid approval in the amount of \$3,578,000.00, based on low-adjusted bid amount for the 2019 PMP Resurfacing Project to Gallagher Asphalt Corporation for the 10.5 miles of pavement improvements.

Chairman Glotz asked K. Workowski, Public Works Director if all the previously identified streets could be included within the project without any reductions. Mr. Workowski stated reductions are made when a project is over-budgeted, however, he would be willing to further assess the project and follow up with the Committee.

Motion was made by Chairman Glotz, seconded by Trustee Brennan, to recommend bid approval in the amount of \$3,578,000.00, for the 2019 Pavement Management Program (PMP) Resurfacing Project to Gallagher Asphalt Corporation be forwarded to the Village Board meeting scheduled on May 21, 2019. Vote by voice. Chairman Glotz declared the motion carried.

Item #7 – RECEIVE COMMENTS FROM THE PUBLIC - Mike Stuckly asked where the warming shelter will be located in relation to the crossover. The east corner of the shelter would be almost in line with the crossover and will be partially enclosed with ceiling heaters. Storage will be needed to house on-site equipment as well as storage use for Cavallini's. There were no further public comments.

ADJOURNMENT

Chairman Glotz adjourned the Public Works Committee meeting at 6:49 p.m.

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Interoffice Memo

Date: May 30, 2019

To: David Niemeyer, Village Manager

From: John Urbanski, Assistant Public Works Director

Subject: Proposed Change to Purchasing Policy Limit for Multiple Quotes

Presented for June 11, 2019 PW Committee discussion and action.

Description: In an effort to maintain a long lasting relationship with our vendors/contractors, it is recommended that the purchasing policy limit for multiple quotes threshold contained in the Purchasing Policy Ordinance 2017-O-012 (Section 3.0) be raised from \$2,500.00 to \$7,500.00.

Background: The current threshold of \$2,500.00 reduces contractors' want to provide a quote. This practice has been found to be burdensome to staff and estimators alike. In current day to day operations, \$7,500.00 would be a more appropriate amount.

Currently, amongst the departments within Public Works, we will on average call contractors up to 5 times a week (in the busy seasons) looking for quotes at the \$2,500.00 level and an average of once a week throughout the rest of the year.

Having recent discussions between staff and contractors/business owners explaining the common belief that multiple site visits for jobs in the range of \$2,500.00-\$5,000.00 without receiving contract is "basically a waste of everyone's time". Understanding the average job with prevailing wage and typical materials added can be over \$3,500.00 for one day of work, staff is asking to increase the cost to cover the average of 2-plus days of contracted services.

Staff Direction Request: Approve request to change purchasing policy limit for multiple quotes from \$2,500.00 to \$7,500.00.

Attachment: 3.0 General Policy that refers to purchasing policy limit for multiple quotes.

3.0 General Policy

The following processes and guidelines shall be used by all employees and elected officials, except as noted in section 3.1 and 3.2. Where a PO is required, an employee should enter a purchase order request with the appropriate approval queue in the financial software. Purchases should not be made prior to receiving approval for the purchase.

Purchase \$ Threshold	Petty Cash	Supervisor Signature	Eden Purchase Order	PO with Supervisor or Manager Approval	PO with Supervisor & Treasurer Approval	PO with Supervisor, Treasurer, & VM Approval	Require 3 or more quotes	RFP/RFQ or Bid Process
<\$20	X							
<\$500		X	Recommended					
\$500 to \$2500			X	X				
\$2501 to \$5000			X		X		X	
>\$5000			X			X	X	
>\$20,000								X



Interoffice Memo

Date: June 7, 2019

To: David Niemeyer – Village Manager
Brad Bettenhausen – Village Treasurer
Kevin Workowski, Public Works Director

From: Colby Zemaitis, PE, CFM – Village Engineer

Subject: LaGrange Road Utility Engineering Proposal

Prepared for June 11, 2019 Public Works Committee Meeting for consideration and possible action:

Description: The Village has been in the process of extending watermain and sanitary sewer west towards LaGrange Road for over a year now in order to provide the necessary utility services to the undeveloped parcels for future development. The Village is planning to have a Master Plan prepared by one of our engineering consultants.

We received a proposal from Robinson Engineering for their engineering services dated May 29, 2019. Robinson Engineering also researched and prepared a memo back on July 25, 2018 for these parcels providing background information, utility sizing, preliminary routing of utilities, options for the utility alignments and preliminary cost estimates.

We contacted Baxter & Woodman to request another proposal to compare costs; however they were not able to provide a proposal at this time. In order for them to provide the proposal, they will need to do a site visit, information for the proposed development plan, information on our existing utility locations and sizes, research on right of way and easements and other background and history requirements of the site(s). Their services would also require additional funding for a new topographic survey.

Budget / Finance: Funding is budgeted for in the FY20 Budget.

Budget Available:	\$170,000.00 (CIP20-60-00-001)
REL Proposed Proposal Cost:	<u>\$149,000.00</u>
Difference (under budget)	\$ 21,000.00

Staff Direction Request:

1. Approve proposal and recommend awarding the Engineering Services in the amount of \$149,000.00 to Robinson Engineering.
2. Direct Staff as necessary.

Attachments

1. REL Proposal dated 5/29/19



Municipal Expertise. Community Commitment.

Jennifer S. Prinz, PE
Direct Line: (708) 210-5687
Email: jprinz@reltd.com

May 29, 2019

Project 19-R0055

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

Attn: Mrs. Paula Wallrich, AICP- Director of Community Development

RE: Proposal for Professional Engineering Services
LaGrange Road Sanitary Sewer and Water Main Extension

Dear Mrs. Wallrich:

Robinson Engineering, Ltd. (REL) is pleased to present a proposal to perform professional engineering services related to the sanitary sewer and watermain extensions to serve parcels in the undeveloped Cook County parcels within the LaGrange Road corridor between 179th Street and old 183rd Street. We take great pride in partnering with our clients to achieve their goals, and sincerely appreciate the opportunity to offer our expertise and dedication on this project.

Included in this proposal are the following: Project Overview, Scope of Services, Payment Terms, and Standard Terms and Conditions. REL's Standard Terms and Conditions should be considered as an integral part of this proposal.

1. PROJECT OVERVIEW

The Village of Tinley Park intends to extend the existing 12-inch diameter water main and 15-inch diameter sanitary sewer between 179th Street and old 183rd Street to help serve the undeveloped Cook County parcels in the area between LaGrange Road and 94th Avenue. A couple of options have been explored as detailed in the preliminary investigation memo prepared by REL on July 25, 2018. The water main and sanitary sewer will be located within the limits of the existing roadway right of way (179th Street and Old 96th Avenue/LaGrange Road) OR within utility easements obtained from several privately-owned parcels. Minimal impact to pavement is anticipated at this time as any crossings of 183rd Street will be augured.

2. SCOPE OF SERVICES

A. Project Initiation and Organization Meeting

REL has already conducted a preliminary investigation of the routing options and provided this information to the Village. As a follow up to this meeting, REL will provide the Village with the necessary assistance to determine which option is the most viable based on the Village's contact with the current landowners. REL will provide exhibits and attend up to 3 meetings as necessary with the Village and parcel owners to discuss the project.

B. Site Visit

Once the final routing is chosen, a site visit will be conducted by the project's design engineer. Photographs of the areas in which the proposed sanitary sewer and water mains are to be installed will be taken to document existing conditions. This site visit will supplement the information that REL has already gathered during the preliminary investigation and discussed in our project initiation meeting in addition to supplementing the topographic survey to be acquired by REL. It is our strong opinion gained through experience on similar projects that meticulous data gathering, on-site experience, and face-to-face conversations with Village staff by the design engineer are key components in a successful design process.

C. Topographic Survey

Once the final routing is chosen, REL will set horizontal and vertical control points for design, topographic, and construction surveys. REL will perform field survey work to locate all surface features within the project area in order to prepare a detailed topographic survey for the installation area. Existing utilities that are visible at the surface will be located and documented in the topographic survey for use in design. Any Village storm sewer and sanitary sewer within the project area will have lids opened and inverts measured and documented. All other public utilities within the project area will be located only if marked at the surface by the respective utility or J.U.L.I.E. REL will not perform potholing or Subsurface Utility Engineering as part of this scope of services.

REL will determine approximate ROW information based on tax maps, county deeds and record subdivision plats already in our possession. A detailed Boundary Survey and title searches for each lot along the project corridor is not include in this scope of service.

REL will prepare topographic survey basemaps sufficient for the engineering plan development as discussed below.

D. Preparation of Easement Documentation

Depending on the final routing selected, REL will prepare any necessary easements for the privately-owned parcels including coordination with the Village attorney, title retrieval, easement language preparation, plat preparation and recording as necessary. It is anticipated this would cost \$2,500 per PIN for a maximum of \$10,000.

E. Soil Borings and Sampling

REL will arrange to have our subconsultant drill borings for the project at appropriate intervals along the improvement. The borings will be extended to a depth of 15-30 feet. The subsurface exploration will be performed with a truck-mounted drill rig, utilizing continuous flight hollow stem auger to advance the test holes. Soil samples will be secured by the Standard Penetration Test method at 2.5-foot intervals to the termination depth of the borings. Groundwater level observations will be noted during the drilling activities and in the open bore holes upon completion. Laboratory visual classification and other testing will be performed to determine the behavioral characteristics of the subsurface materials encountered. In addition, soil samples will be tested accordingly at an environmental testing laboratory for soil classification for landfill clarification that may be used during construction.

The results of the subsurface exploration and laboratory testing will be utilized in an engineering evaluation and analysis, presented in a written report describing the soil and groundwater conditions along the sanitary sewer and water main alignment.

F. Preparation of Engineering Plans and Specifications

Based on the above data gathered, the design will proceed and contract documents will be prepared. The sanitary sewer will be designed in accordance with the requirements of IEPA's Illinois Recommended Standards for Sewage Works, Parts 370.300-370.350 as well as the Watershed Management Ordinance of the Metropolitan Water Reclamation District of Greater Chicago (MWRDGC). The water main will be designed in accordance with Part 8 – Distribution System Piping and Appurtenances of the Recommended Standards for Water Works, along with Village standards. Coordination with utility companies will be performed during the design.

REL will prepare final engineering plans, construction specifications, bidding/contract documents, and an engineer's probable cost of construction. REL will meet with Village staff to review the 50% complete design documents. REL will again meet with Village staff to review the 90% complete design documents. The Village's comments will then be integrated to produce final design documents released for bidding.

G. Regulatory Agency Coordination & Permitting

Permitting and coordination will be required with the Illinois Environmental Protection Agency (IEPA) and the Metropolitan Water Reclamation District of Greater Chicago (MWRDGC) in order to obtain a construction permit. In addition, depending on the final routing, coordination with the Cook County Department of Transportation and Highways (CCDOH) and the Illinois Department of Transportation may be required. REL will assist the Village in preparing necessary permit application forms and obtaining a permit from the IEPA and MWRDGC.

H. Project Bidding

Once the project is designed and permitted then the project will be bid. REL will provide the Village with the contract documents for bidding. REL will assist the Village in the receipt and evaluation of proposals and the awarding of the construction contract. REL will assist the Village staff by attending the bid opening, preparing the bid tabulation, evaluating the bid proposals, and providing a recommendation for award of the contract.

3. PAYMENT TERMS

Item A and B: REL proposes a lump sum fee of **\$5,000**

Item C: REL proposes a lump sum fee of **\$22,000**

Item D: REL proposes a lump sum fee of **\$2,500 per parcel for a maximum fee of \$10,000**

Item E: REL proposes an estimated fee of **\$19,000**. *Actual subconsultant costs will be passed on to the Village with no mark up.*

Item F and G: REL proposes a lump sum fee of **\$88,000**

Item H: REL proposes time and materials rates with an estimated fee of **\$5,000** (REL will not proceed with additional work above the \$5,000 estimate without written authorization from the Village)

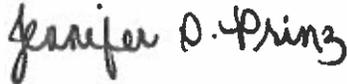
This fee of **\$149,000** is based on our understanding of the project and experience with similar projects.

4. STANDARD TERMS AND CONDITIONS

The Standard Terms and Conditions for this proposal are attached hereto and incorporated herein.

Please let me know if you have any questions or concerns. Again, we thank you for the opportunity to submit this proposal for your consideration. Please feel free to call me at (708) 210-5687 or email me at jprinz@reltd.com with any questions regarding this proposal, or if any additional information is needed.

Respectfully yours,
ROBINSON ENGINEERING, LTD.



Jennifer S. Prinz, PE, CFM
Director of Engineering
JSP/
Encl.

Accepted this _____ day of _____, 2019.

By: _____
Signature

Printed Name, Title

ROBINSON ENGINEERING, LTD ("REL")

STANDARD TERMS AND CONDITIONS

CONTRACT – These Standard Terms and Conditions may be amended, added to, superseded, or waived only if both REL and Client specifically agree in writing to any amendment of these Terms and Conditions ("Agreement").

STANDARD OF CARE - The standard of care for all professional engineering, survey or related professional services performed or furnished by REL under this Agreement will be the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality. REL makes no warranties, express or implied, under this Agreement or otherwise, in connection with REL's services on this Project.

RELIANCE – REL may, without liability, rely on the accuracy and completeness of information provided by Client, Client's consultants and any contractors, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards without the need for verification.

CHANGES IN SCOPE –The proposed fees constitute REL's estimate to perform the services required to complete the Project. However, all required services are not always definable in the initial planning. Accordingly, circumstances may dictate a change in the scope of services to be performed. Where this occurs, changes in the Agreement shall be negotiated, an equitable adjustment shall be made to REL's compensation and agreed to in writing by REL and Client.

DELAYS – REL shall complete its obligations within a reasonable time. If, through no fault of REL, such periods of time or dates are changed, or the orderly and continuous progress of REL's services is impaired, or REL's services are delayed or suspended, then the time for completion of REL's services, and the rates and amounts of REL's compensation, shall be adjusted equitably.

SUSPENSION & TERMINATION – Client may suspend the Project upon seven (7) days written notice to REL. If REL's services are substantially delayed through no fault of REL, REL may suspend services after giving seven (7) days written notice to Client. Either party may terminate this agreement upon thirty (30) days written notice to the other party in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

Client shall remain liable for, and shall promptly pay REL for all services rendered to the date of such suspension/termination of services plus suspension/termination charges incurred by REL. Suspension/termination charges include the cost of assembling documents, personnel and equipment rescheduling or reassignment, and commitments made to others on Client's behalf.

OPINION OF PROBABLE COSTS - REL's opinions of probable Construction Cost are to be made on the basis of REL's experience and qualifications and represent REL's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since REL has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, REL cannot and does not guarantee that proposals, bids, or actual Construction Cost shall not vary from opinions of probable Construction Cost prepared by REL.

REUSE OF PROJECT DELIVERABLES - All design documents prepared or furnished by REL are instruments of service, and REL retains all ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Client shall not rely in any way on any Document unless it is in printed form, signed and sealed by REL or one of its Consultants.

RIGHT OF ENTRY – Client agrees to obtain legal right-of-entry on the property when entry to property is required by the work of this Agreement.

ENVIRONMENTAL CONDITIONS OF SITE - REL's scope of services does not include any services related to any environmental issues related to the site including petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, or regulated by any Federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste, substance, or material.

RELATIONSHIP WITH CONTRACTORS – REL shall not at any time supervise, direct, or have control over any contractor's work, nor shall REL have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, nor for safety precautions and programs in connection with the contractors' work, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work. REL neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work. REL shall have no authority to stop the work of any contractor on the Project.

LIMITATION OF LIABILITY – REL's total liability to Client for any and all claims for damages whatsoever, arising out of or in any way related to the Project or this Agreement, from any cause or causes, including but not limited to REL's negligence, errors, omissions, strict liability, or breach of contract, shall be limited as follows: REL's total liability shall not exceed the lesser of (1) \$1,000,000 (one million dollars) or (2) the remaining limits of any policy of insurance which provides coverage for the Client's cause or causes of action, such remaining limits to be measured as of the date judgment is entered against REL or the date when Client and REL otherwise settle/resolve the cause or causes of action.

INSURANCE – REL shall maintain insurance coverage for Professional, Commercial General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with any legal requirements and REL's business requirements. Certificates of Insurance shall be provided by REL upon written request.

MUTUAL WAIVER – To the fullest extent permitted by law, Client and REL waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

GOVERNING LAW, JURISDICTION & VENUE – This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois. Further, the parties agree and consent to the exclusive jurisdiction of the courts of the State of Illinois for all purposes regarding this Agreement and that venue of any action brought hereunder shall be exclusively in Cook County, IL.

NON-ENFORCEMENT – A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

ASSIGNMENT – A party shall not assign its rights or obligations pursuant to this Agreement without the express written permission and consent of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.

SURVIVAL – All express representations, waivers, indemnifications, and limitations of liability included in this Agreement shall survive its completion or termination for any reason.

THIRD PARTIES - Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or REL to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement shall be for the sole and exclusive benefit of Client and REL and not for the benefit of any other party.

SEVERABILITY - Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and REL, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that expresses the intention of the stricken provision.

STATUTE OF LIMITATIONS – to the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence to run, no later than the date of Substantial Completion of this Agreement.

CONFLICTS - If a conflict exists between the Agreement provisions and these Standard Terms and Conditions then these Standard Terms and Conditions shall prevail and control.



Interoffice Memo

Date: June 4, 2019

To: John Urbanski, Assistant Public Works Director

From: Joe Fitzpatrick, Water Superintendent

Subject: Water Assessment Program Renewal

Presented for June 11, 2019 PW Committee discussion and action.

Description: The Village sought a qualified contractor to conduct a water assessment of our water system which includes the following services:

Fire Hydrant Maintenance, operate and inspect a portion of our hydrants in our water system for problems.

- Inspections are performed on 1,150, roughly one-third, of the Village's hydrants.

Fire Hydrant Flow Testing, check pressure and volume of water flowing from hydrant.

- Full flow operation on one-fifth, approximately 700 hydrants, to ensure the water main capacity is in accordance with ISO, NFPA, and AWWA requirements.

Water System Leak Survey, detecting non visible leaks in our water system.

- Use instrumentation on water valves, hydrants, and water services to listen for leaks. If leaks are found, use leak correlation machine to pinpoint leaks. Approximately 130 miles of water main is surveyed each year for leaks.

Valve Exercising, operate and inspect a portion of valves in our water system for problems.

- Locate, operate, and inspect 1025 or one-third of the Village's water valves each year.

Background: RFQs were received in FY2019 with the contract awarded to M.E. Simpson. The contract was written to be renewable for four years. FY2020 will be the first contract renewal.

Budget/ Finance: Funding in the amount of \$149,300.00 is available in approved FY2020 Budget.

Staff Direction Request: Approve renewing the contract with M.E. Simpson Co. in the amount not to exceed \$149,300.00.

Attachments:

1. Letter of recommendation
2. Professional Service Agreement
3. Contractor Letter of Continuation



May 10, 2019

Mr. Joe Fitzpatrick
Water Superintendent
Village of Tinley Park
16250 Oak Park Avenue
Tinley Park, IL 60477

RE: CONTRACT RENEWAL FOR WATER ASSESSMENT PROGRAM

Dear Mr. Fitzpatrick,

M.E. Simpson Company, Inc. would welcome the opportunity to continue providing services for the Village of Tinley Park, Illinois and extend the Water System Assessment Program. We appreciate the opportunity to extend this contract and provide our services to the Village of Tinley Park on their Water Distribution System.

Thank you for allowing us to serve the Village and work with the Water System Operations team. Should you have questions or need additional information please don't hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "M.D. Simpson", written over a faint, circular watermark or background.

Michael D. Simpson
Chief Executive Officer

Michael D. Simpson
Chief Executive Officer

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July 2, 2018

Mayor and Trustees
Village of Tinley Park
16250 South Oak Park Ave
Tinley Park, IL 60477

Subject: Village of Tinley Park - Water System Assessment - 2018 - RFQ - 007

Dear Mayor and Trustees,

Qualifications packets were received for the Project on June 19, 2018 at 4:30PM from the following firms:

- National Power Rodding, Chicago, IL
- M.E. Simpson Co., Inc., Valparaiso, IN

Qualifications were evaluated based on the level of creativity, differentiation, and measurability of six categories:

1. Scope of Work, Project Approach, and Project Management;
2. Experience of Key Personnel;
3. Firm Experience;
4. Overall Evaluation of Firm's Ability to Complete the Project;
5. Pricing;
6. Client List and References.

We have analyzed each of the submittals and find M.E. Simpson Co, Inc. to be both the highest qualified and the lowest priced firm. We recommend the Village negotiate a professional services agreement with M.E. Simpson Co, Inc.

Please advise us of your decision.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS



Sean O'Dell, P.E.
Vice President

SEO:lms

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made between M.E. Simpson Co, Inc. (hereinafter "Contractor") having its principal place of business at Valparaiso, In, and the Village of Tinley Park, an Illinois home-rule municipal corporation (hereinafter the "Village"; collectively the "Parties"):

Water Assessment Program (Scope of Work set out in Exhibit A)

FOR AND IN CONSIDERATION of their mutual promises, covenants, undertakings and agreements, the parties agree as follows:

- I. Services
 - A. Contractor agrees to provide, as an independent contractor, the professional services included in Exhibit A, attached hereto and made a part hereof, as well as such other or incidental services as may be necessary to carry out said professional services, as well as any other professional services requested by the Village (hereinafter the "Services"). Said Services shall be conducted in accordance with the nationally recognized standards in the industry, the expectations of the Village, and the laws and regulations of the State of Illinois and the Village of Tinley Park. The express terms of this Agreement shall take precedence and control over any term or provision of any Exhibit that in any way conflicts with, differs from, or attempts to alter the terms of this Agreement.
 - B. The Services shall be provided by employees of Contractor, who are experienced, certified, and/or qualified and licensed, to the extent necessary to perform said Services in the State of Illinois.
 - C. 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 Agreement. 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.

II. COMPENSATION

Contractor will be compensated based upon the fee schedule attached hereto as Exhibit B.

III. INDEMNIFICATION AND HOLD HARMLESS.

Contractor will indemnify and hold harmless, protect and defend, at its own cost and expense, the Village, its officers, officials, Village President and Board of Trustees, agents, employees, volunteers, representatives, assigns, successors, transferees, licensees, invitees, attorneys, or other persons or property standing in the interest of the Village, from any and all risks, lawsuits, actions, damages, losses, expenses (including attorneys' fees), claims, or liabilities of any character, brought because of any death, injuries or damages received or sustained by any person, persons, or property on account of any act, omission, neglect or misconduct of Contractor, its officers, agents and/or employees, including any of its subcontractors, arising out of or in performance of any provision of this Agreement, including any claims or amounts arising or recovered under the Workers' Compensation Act or any other law, ordinance, order or decree.

IV. INSURANCE

During the term of this Agreement, Contractor shall provide and maintain the types of insurance set forth in Exhibit C, written on the comprehensive form and as "occurrence" policies, primary to any insurance of the Village, in not less than the specified amounts.

Contractor shall furnish to the Village, prior to commencing any activities under this Agreement, and annually thereafter, satisfactory proof of the above insurance requirements by a reliable insurance company or companies authorized to do business in Illinois. Such proof shall consist of certificates executed by the respective insurance companies and attached to this Agreement as Exhibit D. Said certificates shall list the Village and its officers, officials, Village President and Board of Trustees, agents, employees, volunteers, representatives, assigns, successors, transferees, licensees, invitees, and attorneys, as additional insureds on all required insurance policies.

V. WARRANTY

Contractor represents and warrants to the Village that it has the experience and ability to perform the services required by this Agreement, that it will perform said services in a professional, competent and timely manner, as represented and suitable for the performance of the Agreement, and that that it has the power to enter into and perform this Agreement.

VI. NOTICE

Except to the extent that verbal notice is otherwise permitted herein, proper notice may be given by personal service or certified or registered mail to:

M.E. Simpson Co., Inc.
3406 Enterprise Avenue
Valparaiso, Indiana 46383

OR TO:

Village of Tinley Park
Village Manager
16250 South Oak Park Avenue
Tinley Park IL. 60477

Notice shall be effective upon the date of receipt by personal service or as evidenced by a valid return receipt. The name and/or address to which notice is required may be amended at any time by written notice to the other party as provided herein.

VII. INTERPRETATION

This Agreement provides for services to be performed within the State of Illinois. Accordingly, this Agreement, and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois. The parties agree that for the purpose of any litigation relative to this Agreement and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois and the parties consent to the in persona jurisdiction of said Court for any such action or proceeding.

VIII. WAIVER.

The waiver of one party of any breach of this Agreement or the failure of one party to enforce any provisions hereof, shall be limited to the particular instance and shall not operate to bar or be deemed a waiver of enforcing against other or future breaches.

IX. SEVERABILITY

If any provision of this Agreement is found to be invalid, illegal or unenforceable, that provision shall be severable from the rest of this Agreement and the validity, legality and enforceability of the remaining provisions will in no way be affected or impaired.

X. ENTIRE UNDERSTANDING

This Agreement sets forth all of the entire understanding of the parties relative to the subject hereof and supersedes any and all prior agreements, express or implied, oral or written. No amendment or modification of this Agreement shall be effective unless reduced to writing and executed by the parties.

XI. TERM

The effective date of this Agreement is the date the Village executes the agreement by signing below. The Village may terminate this Agreement at any time and for any reason, upon providing twenty-four hours written notice to Contractor. The Agreement shall remain in effect for 12 months from the effective date and shall be automatically renewed for a like term, subject to the right of the Village to cancel this Agreement upon twenty-four hours written notice to Contractor.

IN WITNESS WHEREOF, the Village of Tinley Park and _____ have executed this agreement.

VILLAGE OF TINLEY PARK

M. E. Simpson Co, Inc.

By: _____
Village Manager

By: _____
Chief Executive Officer

DATE: _____

DATE: _____

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.

M. E. Simpson Co, Inc.

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.

M.E. Simpson Co, Inc.

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.

M.E. Simpson Co, Inc.

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.

M.E. Simpson Co, Inc. _____

Name of Contractor (please print)

Submitted by (signature)

Title

EXHIBIT A

Scope of Professional Services

Part 1 - FIRE HYDRANT ASSESSMENT:

The Village desires the Proposer to develop, plan and execute a program to locate, inspect, assess, operate, record water flowed, mark, grease, create a deliverable database in a format suitable and compatible with the VILLAGE current GIS/Database system platform, and create work orders for fire hydrants. This program will address approximately 1,156 fire hydrants (one-third of fire hydrants) throughout the Village water distribution system.

This work shall essentially consist of the following elements:

- Locations of all fire hydrants in such a manner that will allow their positions to be known and readily re-creatable by Village personnel upon demand.
- Inspection of all fire hydrants for appearance, accessibility, leakage and functionality in accordance with the AWWA M-17 manual, NFPA 291 and ISO requirements.
- Operation of each of the located fire hydrants to such an extent as to insure its ability to operate and fully "flow" upon demand. Adherence to the AWWA M-17 manual, NFPA 291 and ISO requirements is required.
- Compilation of the fire hydrant information collected by means of Pro-Maps™ / Pro-Hydrant® or equal, a fire hydrant online/web based database with hard copy reproduction capabilities. The Pro-Maps™ / Pro-Hydrant® online/web based database is accessible in a majority of GIS systems that support Open Database Connectivity.
- Perform an analysis of the condition and criticality of each fire hydrant. This will be done based on the size of the water mains that feed the fire hydrant; proximity of critical services; location of the fire hydrant in relation to roads or other structures; location of the fire hydrant in relation to water production plants pump stations and/or water towers/storage tanks, and actual operability of the fire hydrant.

Fire Hydrant Location

It is the intent of the Village to maintain a complete and current inventory of the location of all Fire Hydrant attributes in the Village water system.

- The existence of all fire hydrants shown on the water maps will be verified by visual inspection.
- If a new hydrant is located, the fire hydrant shall be marked with for future identification.
- Fire hydrant Attributes will be located in such a manner that allows their positions to be known and readily accessed by Village personnel upon demand.

Fire Hydrant Appearance

- Condition of the paint.
- Verify color correctness, based on the utilities color scheme.
- Note the upright position of the fire hydrant. Note any evidence of being hit by a vehicle.
- Should bollards be installed to protect the fire hydrant? Should the fire hydrant be relocated away from traffic?
- Include in GIS a photo of hydrant in relation to surroundings.

Fire Hydrant Accessibility

- Does the fire hydrant need to be [horizontally] raised, or lowered?
- Do the pumper port and nozzles face the correct direction?
- Does the fire hydrant need to be relocated? Is the soil surrounding the fire hydrant capable of supporting it (important for proper breakaway)?

Fire Hydrant Functionality

- Are the nozzle/pumper threads in working condition?
- Do the nozzle/pumper ports require any maintenance or need to be replaced?
- Does the fire hydrant drain properly (dry-barrel)?
- Is the fire hydrant barrel still dry after pumping out the water and waiting a few minutes?
- Is it difficult to operate?
- Does it provide adequate fire-flow?
- Is the operating nut of the fire hydrant in good condition?
- Have the corners of the operating nut been rounded off (from people using a pipe wrench instead of a fire hydrant key)?
- If it appears that the fire hydrant has been illegally operated, should protective devices be installed to deter vandalism?

Fire Hydrant Inspection and Operation Procedure

- Check the fire hydrants appearance. Condition of paint and proper color-coding should be assessed.
- Does the fire hydrant need raised? Is it accessible and facing the correct direction? Repair or schedule a repair, as necessary.
- Remove one nozzle/pumper cap and, using a listening device, check for main valve leakage. Repair or schedule a repair, as necessary.
- Replace the nozzle/pumper cap, loose enough for air to escape. Open fire hydrant a few turns, allowing air to vent from loose cap. Tighten cap.
- Open fire hydrant fully, checking for ease of operation. Repeatedly exercise the operating stem, as needed, to remove buildup and promote better operation. If lubrication or stem replacement is required, perform or schedule the necessary work.
- With the fire hydrant fully pressurized, check for leakage around the flanges, nozzles/pumpers, seals, and operating nut. Report to Village for repairs and maintenance.
- Partially close the fire hydrant to open the drain outlets, and flush for 10 to 15 seconds.
- Completely close the fire hydrant, and then open it a $\frac{1}{4}$ to $\frac{1}{2}$ to relieve the pressure on the thrust bearing or packing.
- Remove a nozzle/pumper cap, and attach a diffuser. Flush the fire hydrant to remove foreign material.
- Close the fire hydrant and remove the diffuser. Place your hand over the nozzle/pumper to check for suction as the water drains out of the barrel. For no-drain fire hydrants, the water must be pumped from the barrel.
- Check for fire hydrant leakage with a listening device.
- Remove all nozzle/pumper caps and inspect the threads. Clean and apply approved lubricant to caps and nozzles/pumpers.
- Inspect cap chains for binding and ease of movement. Unbind or replace, as necessary.
- Replace the caps and tighten them to the Utilities specification.
- Check operating nut lubrication and maintain as needed.
- Inspect breakaway device for damage.
- Collect or verify GPS location of fire hydrant.
- Notify the Village immediately of inoperable fire hydrants needing major repair.
- Due to the potential condition or deterioration of fire hydrants that may or may not have been operated in the past, the service provider will not be held liable for any assets that fail or break, or the consequences of such failures during the operating

procedures due to pre-existing conditions. Any assets that fail or break during operation will be repaired or replaced by the Village.

- The professional services firm shall notify the Utilities Director of their intent to operate a certain group of water fire hydrants. Permission shall be obtained to perform the work, at least twenty-four (24) hours or one (1) working day in advance of the intended start of that work.

Documentation

The professional services firm will provide a fire hydrant assessment report for each fire hydrant located and provide the information in a fire hydrant report in an electronic format. The information will then be entered into Pro-Maps™ / Pro-Hydrant® or equivalent software. The report shall include, but not be limited to, the following fire hydrant information:

- Location and number.
- Physical damage or defect.
- Obstructions on or around the fire hydrant.
- Fire hydrant outlets face proper direction.
- Minimum 15" clearance between lowest outlet and ground.
- Auxiliary valve is visible.
- Condition of paint – correct color code.
- All outlets are cleaned and lubricated.
- Status: Public, Private, or Non-Potable.
- Static pressure reading is taken.
- Operating stem is exercised and lubricated.
- Fire hydrant reflectors and markers are replaced and/or repaired.

Atlas Corrections and Notations

The Proposer will document and note any corrections needed on the Village's Atlas. The hydrant numbering system approach shall be discussed with the Village Engineer before being prepared. The Proposer shall be responsible to finalizing the hydrant numbering system. These notations shall be documented as a part of the final report so the Village can make corrections to their existing atlas.

Communications & Deliverables

The Proposer is expected to perform the following:

- Conduct a kick-off meeting with the Village to cover the goals of the project and outline work procedures. The field crew will meet daily or as agreed upon, with assigned Village personnel to go over areas of the fire hydrant assessment program for the prior workday, and plan current day and areas to survey.
- At the end of each day, or as requested, a list of any broken or inoperable fire hydrants will be turned in. Critical fire hydrants that may be subject to breakage will be discussed as far as operation PRIOR to exercising to prevent loss of fire protection.
- Each step of the fire hydrant program will be identified and the fire hydrants assessed and operated will be documented in a written fire hydrant report detailing the entire process from start to finish.
- Information collected by the Project Team during the fire hydrant assessment program and any other information provided by the Village shall be regarded as **CONFIDENTIAL** and will not be shared without permission from the Village.
- **A fire hydrant assessment log** of activity will be included with the final report that will include the following;
 - Areas work performed in
 - Type of problems observed
 - Location of problems discovered
 - Mapping errors on the water atlas
 - Recommendations of fire hydrants installations for better fire suppression control
 - Fire hydrants to be assessed by criticality.
- **A Final report** will be prepared at the completion of the project which will include all fire hydrant assessment reports and other problems found in the system during the course of the fire hydrant assessment program that need the attention of the Water Village. **This final report shall be made available for submission to the Water Department within thirty (30) working days of the completion of the fieldwork.**
- The final deliverable shall be a complete fire hydrant database accessible by the Village "on line" (web based) with appropriate users name and password. This web based system shall be the Pro-Maps™ / Pro-Hydrant® database or equivalent.
- Reports of fire hydrant assessment data shall be available from an export of the database into Excel.

- If requested, the Professional Services firm shall present findings of the Fire Hydrant Assessment Program to the Village at a Village Board Meeting at no additional charge.

SERVICES PROVIDED BY THE VILLAGE

- The *Village* will furnish all maps, atlases, (two copies) and records necessary to properly conduct the fire hydrant assessment program
- The *Village* will assist as necessary where traffic control may be extreme.
- The *Village* will also make available, on a reasonable but periodic basis, certain personnel with a working knowledge of the water system who may be helpful with inoperable or difficult to operate fire hydrants and for general information about the water system. *This person will not need to assist the Project Team on a full time basis*, but only on an “as needed” basis.

THE VILLAGE WILL ASSIST, IF NEEDED, TO LOCATE ALL NONMETALLIC PIPES WITHIN THE SERVICE AREA.

SCOPE OF SERVICE (continued)

Part 2 – WATER MAIN CAPACITY:

The Village desires the Proposer to develop, plan and execute a program to perform water main capacity-fire hydrant testing services on the water distribution system. This program will address approximately 694 fire hydrants (one-fifth of fire hydrants based on 5-year contract) throughout the Village water distribution system.

This work shall essentially consist of the following items:

- Locations of all fire hydrants in such a manner that will allow their positions to be known and readily re-creatable by Utility personnel upon demand.
- Inspection of all fire hydrants for appearance, accessibility, leakage, and functionality in accordance with the AWWA M-17 manual, NFPA 291 and ISO requirements.

- Operation of each of the located fire hydrants to such an extent as to insure its ability to operate and fully “flow” upon demand. Adherence to the AWWA M-17 manual, NFPA 291, and ISO requirements is required.

Compilation of the fire hydrant information collected by means of Pro-Hydrant® database or equal, a fire hydrant online/web based database with hard copy reproduction capabilities. The Pro-Hydrant® online/web based database is accessible in a majority of GIS systems that support Open Database Connectivity.

Perform an analysis of the condition and criticality of each fire hydrant based on the size of the water mains that feed the fire hydrant, proximity of critical services; location of the fire hydrant in relation to roads or other structures; location of the fire hydrant in relation to water production plants, pump stations and/or water towers/storage tanks, and actual operability of the fire hydrant.

The Service Provider will submit a written Standard Operating Procedure or SOP for fire hydrant inspections and flow testing. This SOP will include all aspects of the following:

Fire Hydrant Location

Submit a complete and current inventory of the location of all Fire Hydrant attributes identified on the water atlas in the Utility water system.

- The existence of all fire hydrants shown on the water maps will be verified by visual inspection.
- Once located, the fire hydrant shall be marked with for future identification.
- Fire hydrant Attributes will be located in such a manner that allows their positions to be known and readily accessed by Utility personnel upon demand.

Fire Hydrant Inspection and Operation Procedure

The Service Provider will provide an SOP for the inspection and operation of the hydrants in the distribution system. This SOP will have a detailed accounting of all the attributes of the hydrant such as paint condition, potential and/or actual leakage, operability, and any other condition that could possibly hamper the use of that hydrant in an emergency. GPS locations will be taken as part of this program. The GPS shall be map grade, with sub foot accuracy. A description of the GPS system along with all the details of the firm’s demonstrated ability to collect valid GPS points will be included with the submittal.

- Due to the potential condition or deterioration of fire hydrants that may or may not have been operated in the past, the service provider will not be held liable for any assets that fail or break, or the consequences of such failures during the operating

procedures due to pre-existing conditions. Any assets that fail or break during operation will be repaired or replaced by the Utility.

- The professional services firm shall notify the Utilities Director of their intent to operate a certain group of water fire hydrants. Permission shall be obtained to perform the work, at least twenty-four (24) hours or one (1) working day in advance of the intended start of that work.

Documentation

The professional services firm will provide a fire hydrant assessment report for each fire hydrant located and provide the information in a fire hydrant report in an electronic format. The information will then be entered into Pro-Hydrant® or equivalent software. The report shall include, but not be limited to, the following fire hydrant information:

- Location and number.
- Physical damage or defect.
- Obstructions on or around the fire hydrant.
- Fire hydrant outlets face proper direction.
- Minimum ISO defined clearance between lowest outlet and ground.
- Auxiliary valve is present and visible.
- Condition of paint – correct color code.
- All outlets are cleaned and lubricated.
- Hydrant Status: Public, Private, or Non-Potable.
- Static pressure reading is taken for all hydrants.
- Operating stem is exercised and lubricated.
- Fire hydrant reflectors and markers are replaced and/or repaired.

Atlas Corrections and Notations

The Proposer will document and note any corrections needed on the Utility's Atlas. The hydrant numbering system approach shall be discussed with the Village Engineer before being prepared. The Proposer shall be responsible to finalizing the hydrant numbering system. These notations shall be documented as a part of the final report so the Utility can make corrections to their existing atlas.

DOCUMENTATION AND COMMUNICATION

The Proposer is expected to perform the following:

- Conduct a kick-off meeting with the Utility to cover the goals of the project and outline work procedures. The field crew will meet daily or as agreed upon, with assigned Utility personnel to go over areas of the water main capacity-fire hydrant flow testing program for the prior workday, and plan current day and areas to survey.

- At the end of each day, or as requested, a list of any broken or inoperable fire hydrants will be turned in. Critical fire hydrants that may be subject to breakage will be discussed as far as operation PRIOR to exercising to prevent loss of fire protection.
- Each step of the fire hydrant program will be identified and the fire hydrants assessed and operated will be documented in a written fire hydrant report detailing the entire process from start to finish.
- Information collected by the Project Team during the water main capacity-fire hydrant flow testing program and any other information provided by the Utility shall be regarded as **CONFIDENTIAL** and will not be shared without permission from the Utility.
- Pressure gauges to record flow and pressure shall be tested weekly with testing records logged.
- A **fire hydrant assessment log** of activity will be included with the final report that will include the following;
 - Areas work performed in
 - Type of problems observed
 - Location of problems discovered
 - Mapping errors on the water atlas
 - Recommendations of fire hydrants installations for better fire suppression control
 - Fire hydrants to be assessed by criticality.
- **A Final report** will be prepared at the completion of the project which will include all water main capacity test results, fire hydrant assessment reports and other problems found in the system during the course of the water main capacity-fire hydrant flow testing program that need the attention of the Water Utility. **This final report shall be made available for submission to the Water Department within thirty (30) working days of the completion of the fieldwork.**
- The final deliverable shall be a complete fire hydrant database accessible by the utility "on line" (web based) with appropriate users name and password. This web based system shall be the Pro-Maps™ / Pro-Hydrant® database.
- Reports of fire hydrant assessment data shall be available from an export of the database into Excel.

- If requested, the Professional Services firm shall present findings of the Water main capacity-fire hydrant flow testing program to the Village at a Village Board Meeting at no additional charge.

Part 3 - LEAK DETECTION:

The Village desires the Proposer to develop, plan and execute a program to perform leak detection services on the water distribution system. This program will address the Village water distribution system.

This work shall essentially consist of the following elements:

- Complete leak detection of the entire water distribution system through listening to all accessible main line valves, fire hydrants and needed appurtenances to ensure complete coverage of the system.
- Surveying the above appurtenances to locate leaks ensuring that distances between listening points are not greater than 500' on metallic type pipes, not greater than 300' on concrete type pipes and no more than 150' on PVC and HDPE type pipes.
- Collect GPS location of found main line leaks and service leaks.
- Correlation of found leaks.

Compilation of the leak detection information into a complete and comprehensive report.

DETAILED SCOPE

- Listen to all fire hydrants, all main line valves, and when necessary, selected service connections in the entire distribution system. Physical contact with the pipe, valve, hydrant auxiliary valve, hydrant, or service connection.
- Metallic type pipes; listening distances will not exceed 500' between points. I.E.: pipe, valves, hydrant auxiliary valves, hydrants, service valves or meter settings will be used with preference of listening points in order as follows; direct contact with the pipe, main line valves, hydrant valves, hydrants, then service valves or meter settings.
- AC/Concrete type pipe; listening distances will not exceed 300' between points. I.E.: valves, hydrants, service valves or meter settings will be used with preference of listening points in order as follows; direct contact with the pipe, main line valves, hydrant valves, hydrants, then service valves or meter settings.
- PVC and HDPE type pipe; All accessible valves, hydrants, service valves or meter settings will be used with preference of listening points in order as follows; direct

contact with the pipe, main line valves, hydrant valves, hydrants, then service valves or meter settings. Listening distances will not exceed 150’.

- Valve vaults full of water may be pumped down to see the valve nut and bonnet to facilitate listening.
- A “Leak” log shall be maintained indicating all areas where suspected leak noise was heard.
- When leak noise has been detected and or suspected, the Service Provider will verify the suspected area a second time to confirm the noise. At least four hours will pass between the initial listening of the area before a second listen and confirmation is attempted.
- The Service Provider will line locate the water main and service lines in the immediate area so the correct pipe distances can be input into the leak correlator. For Concrete, PVC and HDPE type pipe, locations will be interpolated to the best of the Service Providers ability.
- The leak location will be marked in the field (on the surface) using environmentally formulated Precautionary Blue paint.
- The Service Provider will document all leak locations with a diagram indicating the location of the leak. Other information related to that correlation will be included as part of the field sheet such as the filters used for the correlation, line locations, distances between sensors, etc.
- The Service Provider will report daily or per request of the Utility, to the assigned Utility Manager and go over the progress of the previous day, as well as cover what will be surveyed the current day.
- It may be necessary to conduct parts of the Leak Survey during “off hours” such as at night. This may be required in areas of high traffic volume where traffic noise may affect the ability to detect leak noise, and traffic volume may affect the ability of the Service Provider to be able to safely access main line valves in the middle of the street. The Service Provider will give 24-hour advanced notice of intent to survey a particular area that may require after hours surveying or nighttime surveying.
- *There will be a minimum of Two Persons per team working on the survey at all times.*
- The leak detection equipment to be used will be that which was described in the “Equipment to be used” section.

All Field Staff will have readily observable identification badges worn while in the field.

Atlas Corrections and Notations

The Proposer will document and note any corrections needed on the Utility’s Atlas. The numbering system approach shall be discussed with the Village Engineer before being

prepared. The Proposer shall be responsible to finalizing the numbering system. These notations shall be documented as a part of the final report so the Utility can make corrections to their existing atlas.

DOCUMENTATIONS and COMMUNICATIONS

The Proposer is expected to perform the following:

- Conduct a kick-off meeting with the Utility to cover the goals of the project and outline work procedures. The field crew will meet daily or as agreed upon, with assigned Utility personnel to go over areas of the fire hydrant assessment program for the prior workday, and plan current day and areas to survey.

- At the end of each day, or as requested, a list of any leaks located.
 - Location of the leak.
 - Estimation of leak.

- Information collected by the Project Team during the leak detection program and any other information provided by the Utility shall be regarded as **CONFIDENTIAL** and will not be shared without permission from the Utility.

- A **leak detection log** of activity will be included with the final report that will include the following;
 - *Areas work performed in*
 - *Type of problems observed*
 - *Location of leaks discovered*
 - *Mapping errors on the water atlas*

A Final report will be prepared at the completion of the project which will include all leak location reports and other problems found in the system during the course of the leak detection program that need the attention of the Water Utility. **This final report shall be made available for submission to the Water Department within thirty (30) working days of the completion of the fieldwork.**

If requested, the Professional Services firm shall present findings of the Leak Detection Program to the Village at a Village Board Meeting at no additional charge.

EXHIBIT B

Fee Schedule

EXHIBIT C

Required Insurance

EXHIBIT D

Insurance Certificates



Interoffice Memo

Date: June 4, 2019

To: John Urbanski, Assistant Public Works Director

From: Joe Fitzpatrick, Water Superintendent

Subject: Ridgeland Avenue Sanitary Sewer Lining

Presented for June 11, 2019 PW Committee discussion and action.

Description: This project consists of cured-in-place pipe (CIPP) lining of two parallel sanitary sewers along Ridgeland Avenue from 167th Street to 175th Street.

Background: The two parallel sewers carry 40% of the Village's wastewater leading to the MWRD transmission sewer. The MWRD sewer and interceptor manhole is currently being rehabbed. This rehabilitation requires a by-pass pumping system for the work to be done. The Village is able to utilize the pumping system to perform the rehabilitation work needed for our sewers. Using the by-pass pumping system currently in place, the Village will save a significant amount of money as opposed to having the pumping system re-installed in the future. Both of the Village's sanitary sewers running along Ridgeland Avenue were cleaned and televised in 2018. The televising provided information showing how the sewers are beginning to deteriorate due to heavy flow and gases associated with wastewater. Lining these sewers will prevent further damage.

<u>Contractor:</u>	<u>Location</u>	<u>Bid</u>
Insituform Technologies	Orland Park, IL	\$786,319.00
Michels Corporation		\$972,790.00
Hoerr Construction		\$1,034,470.00
Benchmark Construction		\$1,148,173.00
Visu-Sewer		\$1,178,040.75

Budget/ Finance: Funding in the amount of \$1,200,000.00 is available in approved FY2020 Budget as follows:

Legacy TIF Fund \$444,000
 Mainstreet North TIF Fund \$336,000
 Sanitary Sewer CIP \$420,000

Staff Direction Request: Approve awarding the contract to line the Ridgeland Avenue sanitary sewers to Insituform Technologies in the amount not to exceed \$786,319.00.

Handwritten initials

Attachments:

- 1) Bid Tab
- 2) Engineer's Estimate
- 3) Engineer's Letter or Recommendation



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

January 30, 2019

Village of Tinley Park
Department of Public Works
7990 183rd Street
Tinley Park, Illinois 60477

Attention: Colby Zemaitis, PE – Village Engineer

Subject: Ridgeland Avenue Sanitary Sewer Lining
Bid Results
(CBBEL Project No. 160373.00002)

Dear Mr. Zemaitis:

On Wednesday, January 30th, 2019 at 10:00 a.m. bids were received and opened for the Ridgeland Avenue Sanitary Sewer Lining Project. The project consists of cured-in-place pipe (CIPP) lining the two parallel sanitary sewers along Ridgeland Avenue from 167th Street to 175th Street. Five bids were received for this project. The results have been reviewed and tabulated below.

CONTRACTOR	BID PROPOSAL
Insituform Technologies	\$ 786,319.00
Michels Corporation	\$ 972,790.00
Hoerr Construction	\$ 1,034,470.00
Benchmark Construction	\$ 1,148,173.00
Visu-Sewer	\$ 1,178,040.75
Engineer's Estimate	\$ 1,017,005.00

Insituform Technologies is the low bidder with a bid amount of \$786,319.00. We have reviewed Insituform's bid document and find it to be in order. Insituform has worked with our other municipal clients successfully completing jobs of similar size and scope.

Therefore, we recommend awarding the Ridgeland Avenue Sanitary Sewer Lining Project to Insituform Technologies in the amount of \$786,319.00.

The bid tabulation has been enclosed for your reference. If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in cursive script that reads "Andrew Pufundt".

Andrew Pufundt, PE
Project Manager

Enclosure as Noted

cc: John Urbanski – Tinley Park Public Works (w/encl.)
Joe Fitzpatrick – Tinley Park Public Works (w/encl.)
Jeff Cossidente – Tinley Park Public Works (w/encl.)

Christopher B. Burke Engineering, Ltd.
9575 West Higgins Road, Suite 600
Rosemont, Illinois 60018

VILLAGE OF TINLEY PARK
RIDGELAND AVENUE SANITARY SEWER LINING
(CBBEL PROJECT NO. 160373.00002)

BID SUMMARY
BID OPENING DATE: JANUARY 30, 2019

	BIDDER	BASE BID
1	ENGINEER'S ESTIMATE	\$ 1,017,005.00
2	INSITUFORM TECHNOLOGIES	\$ 786,319.10
3	MICHELS CORPORATION	\$ 972,790.00
4	HOERR CONSTRUCTION	\$ 1,034,470.00
5	BENCHMARK CONSTRUCTION	\$ 1,148,173.00
6	VISU-SEWER	\$ 1,178,040.75

Christopher B. Burke Engineering, Ltd.
 8975 Hillier Highway
 Richmond, B.C. V6V 2G9
 Telephone: (604) 273-8811

VILLAGE OF TIMLEY PARK
 RIDGELAND AVENUE SANITARY SEWER LINING
 (CIBEL PROJECT NO. 160373.00002)

BID TABULATION
 BID OPENING DATE: JANUARY 30, 2019

ITEM NO	QUANTITY	UNIT	ENGINEER'S ESTIMATE		INTEGRUM TECHNOLOGIES		MICHEL'S CORPORATION		HOERR CONSTRUCTION		BENCHMARK CONSTRUCTION		VISUM-SEWER	
			UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	1	LINE/UR/LOC/PIPE LINING, 4"	\$ 45.00	\$ 45.00	\$ 27.50	\$ 27.50	\$ 24.984.00	\$ 24.984.00	\$ 26.00	\$ 26.00	\$ 37.00	\$ 37.00	\$ 33.75	\$ 33.75
2	862	LINE/UR/LOC/PIPE LINING, 10"	\$ 45.00	\$ 38,730.00	\$ 27.50	\$ 23,505.00	\$ 24.984.00	\$ 21,410.00	\$ 26.00	\$ 22,542.00	\$ 37.00	\$ 32,052.00	\$ 33.75	\$ 29,092.50
3	289	CURED-IN-PLACE SEWER LINING, 10"	\$ 60.00	\$ 17,340.00	\$ 39.40	\$ 11,382.60	\$ 52.00	\$ 15,048.00	\$ 54.00	\$ 15,540.00	\$ 84.00	\$ 24,276.00	\$ 88.75	\$ 25,586.25
4	5984	CURED-IN-PLACE SEWER LINING, 18"	\$ 70.00	\$ 419,280.00	\$ 73.90	\$ 440,714.40	\$ 88.00	\$ 526,832.00	\$ 84.00	\$ 502,896.00	\$ 101.976.00	\$ 610,176.00	\$ 85.00	\$ 508,548.00
5	1214	CURED-IN-PLACE SEWER LINING, 24"	\$ 110.00	\$ 133,240.00	\$ 79.90	\$ 97,106.60	\$ 105.00	\$ 127,338.00	\$ 110.00	\$ 133,740.00	\$ 114.00	\$ 138,216.00	\$ 128.00	\$ 155,363.20
6	65	LATERAL SERVICE CONNECTION REINSTATEMENT	\$ 150.00	\$ 9,750.00	\$ 235.80	\$ 15,237.00	\$ 139.00	\$ 9,035.00	\$ 175.00	\$ 11,375.00	\$ 140.00	\$ 9,100.00	\$ 8.00	\$ 480.00
7	39	PROTRUDING SERVICE CONNECTIONS (2" AND GREATER)	\$ 400.00	\$ 15,600.00	\$ 518.00	\$ 20,102.00	\$ 337.00	\$ 13,103.00	\$ 450.00	\$ 17,550.00	\$ 350.00	\$ 13,650.00	\$ 10.00	\$ 390.00
8	2	FOOT CUTTING (REAR) (ROZ) (1)	\$ 225.00	\$ 450.00	\$ 248.00	\$ 496.00	\$ 239.00	\$ 478.00	\$ 420.00	\$ 840.00	\$ 400.00	\$ 800.00	\$ 100.00	\$ 200.00
9	100	FOOT CUTTING (REAR) (ROZ) (2)	\$ 200.00	\$ 20,000.00	\$ 1,900.00	\$ 190,000.00	\$ 2,250.00	\$ 225,000.00	\$ 4,000.00	\$ 400,000.00	\$ 4,000.00	\$ 400,000.00	\$ 4,000.00	\$ 400,000.00
10	1	TRAFFIC CONTROL AND PROTECTION	\$ 7,500.00	\$ 7,500.00	\$ 8,500.00	\$ 8,500.00	\$ 7,250.00	\$ 7,250.00	\$ 4,000.00	\$ 4,000.00	\$ 6,500.00	\$ 6,500.00	\$ 6,000.00	\$ 6,000.00
11	1	RAILROAD PROTECTIVE LIABILITY INSURANCE	\$ 25,000.00	\$ 25,000.00	\$ 5,500.00	\$ 5,500.00	\$ 6,950.00	\$ 6,950.00	\$ 5,000.00	\$ 5,000.00	\$ 3,000.00	\$ 3,000.00	\$ 4,000.00	\$ 4,000.00
12	1	SITE ACCESS (CLEARING)	\$ 60.00	\$ 60.00	\$ 48.70	\$ 48.70	\$ 49,700.00	\$ 49,700.00	\$ 7,000.00	\$ 7,000.00	\$ 17,000.00	\$ 17,000.00	\$ 66,000.00	\$ 66,000.00
13	1000	TEMPORARY CONSTRUCTION HAUL ROAD	\$ 5,000.00	\$ 5,000,000.00	\$ 7,650.00	\$ 76,500,000.00	\$ 20,800.00	\$ 208,000,000.00	\$ 12,000.00	\$ 12,000,000.00	\$ 8,000.00	\$ 8,000,000.00	\$ 7,500.00	\$ 7,500,000.00
14	1	AS-BUILT DRAWINGS	\$ 5,000.00	\$ 5,000.00	\$ 7,650.00	\$ 7,650.00	\$ 20,800.00	\$ 20,800.00	\$ 12,000.00	\$ 12,000.00	\$ 8,000.00	\$ 8,000.00	\$ 7,500.00	\$ 7,500.00
15	20000	ITEMS AS ORDERED BY THE ENGINEER	\$ 1,017,000.00	\$ 20,340,000.00	\$ 786,319.10	\$ 786,319.10	\$ 972,380.00	\$ 972,380.00	\$ 1,034,470.00	\$ 10,344,700.00	\$ 1,48,173.00	\$ 1,481,730.00	\$ 20,000.00	\$ 200,000.00
			TOTAL	\$ 1,017,000.00	\$ 786,319.10	\$ 972,380.00	\$ 1,034,470.00	\$ 1,481,730.00	\$ 20,000.00	\$ 200,000.00	\$ 1,481,730.00	\$ 20,000.00	\$ 200,000.00	



Interoffice Memo

Date: June 4, 2019

To: David Niemeyer, Village Manager
Pat Carr, Assistant Village Manager

From: Terry Lusby, Jr., Facilities & Fleet Superintendent

Subject: Approve Service Contract: Police Department Shooting Range Cleaning

Presented for June 11th, 2019 Public Works Committee Agenda discussion and possible action:

Description:

Approve a service contract with Best Technology Systems of Plainfield, Illinois for the annual cleaning, maintenance and disposal of hazardous waste associated with the operation of the Police Department shooting range in the amount of \$18,110.00. In general the scope of services includes:

1. Visual inspection of bullet traps for wear/damage;
2. Remove spent bullets, HEPA vacuum bullet trap and surround area;
3. Provide proper containers for any hazardous material generated from the site;
4. Inspect, supply and install the proper filter for the facility; and
5. Provide proper removal and disposal for hazardous materials from site/facility.

Background: Per EPA and other governing bodies' requirements, Public Works is tasked with proper cleaning and lead removal of the Pistol Range. In response to direction given by the PW Committee, staff has researched the following items and offers the following:

Three additional qualified vendors were contacted and declined to provide quotes. All three were from out of state and the distance to travel to Illinois would make it impractical for them to be competitive. Six shooting range managers in the area, including the City of Chicago, are similar in complexity to Tinley's were contacted. All six have contracted with Best Technology Systems for a scope of services and pricing that compares favorably with the quote provided to the Village.

The Village has contracted with Best Technology Systems for the past 12 years and found them to perform all contracted services satisfactorily.

Budget / Finance: Funding is budgeted and available in the approved FY19 Budget; Municipal Buildings Fund.

Budget Available	24,150.00
<u>Contract Amount</u>	<u>18,110.00</u>
Difference – UNDER BUDGET	\$6,040.00

Staff Direction Request:

1. Approve a service contract with Best Technologies of Plainfield Illinois for the annual shooting range maintenance in the amount of \$18,110.00.
2. Direct staff as necessary.

VILLAGE OF TINLEY PARK

SERVICE CONTRACT

This contract is by and between the **Village of Tinley Park**, an Illinois home-rule municipal corporation (the "Village"), and **Best Technology Systems** (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 **Eighteen Thousand One Hundred Ten and 00/100 Dollars (\$18,110.00)**. Within thirty (30) 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 \$20,000.00. Changes in excess of this amount must be approved by the Village Board prior to commencement of the services or work. **If a requested change causes an increase or decrease in the cost of or time required for the performance of the contract, Contractor will agree to an equitable adjustment in the contract price or performance schedule, or both. Neither party is obligated to comply with requested changes unless and until both parties execute a written change order.**
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 Contractor's negligence under this Contract.**
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 negligence in its work to be performed hereunder. 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.
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 contract 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.

Best Technology Systems
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.

Best Technology Systems
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.

Best Technology Systems
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.

Best Technology Systems
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)

Best Technology Systems
Name of Contractor (please print)

Submitted by (signature)

Title

Certificate of Compliance with Prevailing Wage Requirements

The undersigned hereby certifies that:

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://www.state.il.us/agency/idol/rates/rates.HTM>. 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.

Best Technology Systems
Name of Contractor (please print)

Submitted by (signature)

Title

Certificate of Compliance with the Village of Tinley Park Responsible Bidder Ordinance

The undersigned or the entity making the proposal or bid has reviewed and is in compliance with the Village of Tinley Park Responsible Bidder Ordinance No. 2009-O-002.

Best Technology Systems
Name of Contractor (please print)

Submitted by (signature)

Title

Best Technology Systems

BY: _____

_____ Date

Printed Name: _____

Title: _____

VILLAGE OF TINLEY PARK

BY: _____

Jacob C. Vandenberg, Mayor
(required if Contract is \$20,000 or more)

_____ Date

ATTEST:

Village Clerk
(required if Contract is \$20,000 or more)

_____ Date

VILLAGE OF TINLEY PARK

BY: _____

Village Manager

_____ Date

SCOPE OF SERVICES

Attached Scope of work for Police Department Shooting Range Cleaning as detailed in:

- **Quote from Best Technology Systems titled: Bullet Trap Maintenance BTL - 19042**



Quality Specialists in Bullet Trap
and Shooting Range Maintenance

March 29, 2018

12024 S. Aero Drive
Plainfield, IL 60585-8796
P 815-254-9554 F 815-254-9558

www.btsranges.com
E-Mail: mail@btsranges.com

MBE Contractor
Asian Minority Owned Business

Mr. Terry Lusby Jr
Village of Tinley Park
16250 Oak Park Avenue
Tinley Park, IL 60477

RE: Bullet Trap Maintenance
BTL- 18178

Dear Mr. Lusby Jr:

The following are proposals for work to be performed on the facility's 5 pt., Escalator bullet trap. The services below were quoted to pay the current prevailing wage rates under the Davis-Bacon Act for your county and state. These services are to be completed during the facility's budget fiscal year of May 1, 2018 through April 30, 2019.

Proposal 1 (Bullet Trap Inspection, Basic Clean - Dedicated Visit – 7x)

This proposal is for maintenance on the bullet trap and cleaning parts of the shooting range. The scope of work is as follows:

- Set up a decontamination unit and regulate the work area.
- Empty collection trays.
- Supply containers and package the spent lead projectiles for recycling.
- Recycle spent lead projectiles.
- Visually inspect bullet trap components for wear/damage, compare with manufacturer's specifications, and inform the owner of any visual defects.
- Replace and/or tighten any loose or missing nuts and bolts on the accessible exterior parts of the bullet trap.
- HEPA vacuum the accessible back side surfaces of the over-trap.
- HEPA vacuum the front of the bullet trap.
- HEPA vacuum accessible floor areas underneath the bullet trap.
- Wet-wipe shooters booths and all horizontal and vertical surfaces in the ready area from the firing line to the back wall and from the bottom of the safety ceiling to the floor.
- HEPA vacuum the shooting range floor.
- HEPA vacuum the first 200 sq. ft. of floor outside the entrance to the shooting range.
- Properly package and label in UN-DOT approved containers all cleaning supplies and personal protective equipment as lead-contaminated hazardous waste created by this project for proper disposal by the owner.
- BTS expects to generate 1 – 55 gallon drum of lead contaminated hazardous waste created by this proposal.
- If an additional drum or drums are required, a change order will be needed for the disposal of the extra waste.
- Conduct work in accordance with the attached specifications.

The total cost for Proposal 1 will be: \$1,040.00 per visit.
The total cost for Proposal 1 for 7 visits will be \$7,280.00

Mr. Lusby Jr
BTL 18178
March 29, 2018
Page Two

Proposal 1 pricing is quoted to be completed on a dedicated visit and at both parties' scheduling availability.

The range will be closed 1 day for the work to be completed.

Proposal 2 (Supply and Install Pre-Filters - In Conjunction Visit – 3x)

This Proposal is for BTS to remove, package, supply, and install the range ventilation pre-filters. The scope of work is as follows:

- Remove and package 15 used 20x25x2 pre-filters and 4 used 24x24x2 pre-filters.
- HEPA vacuum the accessible filter tracks and floor areas under the pre-filters only.
- Supply and install 15 new 20x25x2 pre-filters and 4 new 24x24x2 pre-filters.
- Properly package and label in UN-DOT approved containers all range ventilation pre-filters, cleaning supplies and personal protective equipment as lead-contaminated hazardous waste created by this project for proper disposal by the owner.
- BTS expects to generate 1 Gaylord box of lead contaminated hazardous waste from this proposal.
- Conduct work in accordance with the attached specifications.

The total cost for Proposal 2 will be: \$530.00 per visit.

The total cost for Proposal 2 for 3 visits will be \$1,590.00

Proposal 2 pricing is only valid if completed in conjunction with Proposal 1.

The range will be closed 1 day for the work to be completed in conjunction with Proposal 1.

Proposal 3 (Supply and Install Intermediate Filters - In Conjunction Visit – 2x)

This Proposal is for BTS to remove, package, supply, and install the range ventilation Intermediate filters. The scope of work is as follows:

- Remove and package 6 used 24x24x12 intermediate filters and 4 used 24x24x4 pre-filters.
- HEPA vacuum the accessible filter tracks and floor area's under the intermediate filters only.
- Supply and install 6 new 24x24x12 intermediate filters and 4 new 24x24x4 pre-filters.
- Properly package and label in UN-DOT approved containers all range ventilation intermediate filters, cleaning supplies and personal protective equipment as lead-contaminated hazardous waste created by this project for proper disposal by the owner.
- BTS expects to generate ½ a Gaylord box of lead contaminated hazardous waste from this proposal.
- Conduct work in accordance with the attached specifications.

The total cost for Proposal 3 will be: \$1,410.00

The total cost for Proposal 3 for 2 visits will be \$2,820.00

Proposal 3 pricing is only valid if completed in conjunction with Proposal 1.

The range will be closed 1 day for the work to be completed in conjunction with Proposal 1.

Proposal 4 (Supply and Install HEPA Filters - In Conjunction Visit 1x)

This Proposal is for BTS to remove, package, supply, and install the range ventilation HEPA filters. The scope of work is as follows:

- Remove and package 10 used 24x24x12 HEPA filters.
- HEPA vacuum the accessible filter tracks and floor areas under the HEPA filters only.
- Supply and install 10 new 24x24x12 HEPA filters.

Mr. Lusby Jr
BTL 18178
March 29, 2018
Page Three

- Properly package and label in UN-DOT approved containers all filters, cleaning supplies and personal protective equipment as lead-contaminated hazardous waste created by this project for proper disposal by the owner.
- Conduct work in accordance with the attached specifications.

The total cost for Proposal 4 will be: \$3,850.00.

Proposal 4 pricing is only valid if completed in conjunction with Proposal 1.

The range will be closed 1 day for the work to be completed in conjunction with Proposal 1.

Proposal 5 (Disposal of Hazardous Waste - 55 gallon drum)

This proposal is for the hauling and disposal of lead-contaminated hazardous waste created by this project.

- The owner will need to store the waste temporarily until our waste transporter picks up the waste for disposal after our last visit at the end of the contract.
- The waste will be disposed of in an EPA approved landfill with the proper manifesting.
- With acceptance of this proposal, please provide Best Technology Systems, Inc. with your Federal (USEPA) EPA Identification Number.
- BTS expects to generate one 55-gallon drum of lead-contaminated hazardous waste created from Proposal 1.
- If an additional drum or drums are required, a change order will be needed for the disposal of the extra waste.

The total cost for the disposal will be: \$535.00.

Proposal 6 (Disposal of Hazardous Waste - Gaylord Box)

This proposal is for the hauling and disposal of lead-contaminated hazardous waste created by this project.

- The owner will need to store the waste temporarily until our waste transporter picks up the waste for disposal after our last visit at the end of the contract.
- The waste will be disposed of in an EPA approved landfill with the proper manifesting.
- With acceptance of this proposal, please provide Best Technology Systems, Inc. with your Federal (USEPA) EPA Identification Number.
- BTS expects to generate two Gaylord boxes of lead-contaminated hazardous waste created from Proposals 1, 2 and 3.
- If an additional drum(s) or box(es) are required, a change order will be needed for the disposal of the extra waste.

The total cost for the disposal of one Gaylord box will be: \$875.00.

The total cost for the disposal of two Gaylord boxes will be: \$1,750.00.

With these proposals, you will receive the following:

1. Lead licensed supervisor and workers.
2. Both EPA and OSHA guidelines will be implemented.
3. Site specific OSHA compliance plan for range maintenance and waste management.
4. OSHA air monitoring will be analyzed by a third party laboratory.
5. BTS carries commercial general liability insurance of two million dollar limit per occurrence/two million dollar aggregate limit and a two million dollar umbrella policy. If a higher amount is requested, the cost increase will be billed to the client.

Mr. Lusby Jr
BTL 18178
March 29, 2018
Page Four

6. BTS and our subcontractors carry a one million dollar workman's compensation insurance policy. This does not include subrogation. Subrogation can be added at an additional cost.
7. A final documentation package will be sent once BTS receives air sampling and final payment. (Allow 2 or 3 months).
8. Contractor has over nineteen years servicing bullet traps and shooting ranges.
9. Contractor is a factory authorized service and parts distributor for Meggitt Training Systems, Inc.

If any parts or equipment are quoted in this proposal, please note that there will be a 60-90 day minimum lead time, after we receive the signed acceptance/purchase order, to receive the parts from the manufacturer.

This quotation is null and void, if not accepted, in writing, and received by Best Technology Systems, Inc. by the beginning of your fiscal year starting May 1, 2018 and services rendered by April 30, 2019. Any modifications to this contract must be completed in writing and signed by both parties. Failure to properly modify will be considered a breach of contract.

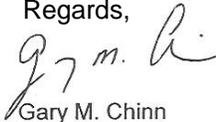
Payment is due within 30 days of the date of the invoice. Late payments will be subject to a fee of 1 ½% per month. The client shall be liable for attorney and other costs incurred to collect our fees.

If you choose to pay for this service with a credit card, a 3% processing fee will be added to the final invoice.

If you have any questions or comments, please feel free to call me.

Please sign and fax back the attached specification sheet to us at (815) 254-9558 with the proposal(s) of acceptance, or send to Best Technology Systems, Inc. a signed purchase order with the proposal(s) of acceptance.

Regards,



Gary M. Chinn
President

GMC/sf
Attachment

Exhibit B

INSURANCE REQUIREMENTS

(See Risk Manager for Insurance Requirements)



CERTIFICATE OF LIABILITY INSURANCE

UPDATED
INSURANCEDATE (MM/DD/YYYY)
08/30/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Bonding & Insurance Specialists Agency, Inc. In California, DBA Bonds and Insurance Services, License #0795489 13841 Southwest Highway Orland Park, IL 60462-1354		CONTACT NAME: Karen O'Connell PHONE (A/C, No, Ext): 708-598-5355 E-MAIL ADDRESS: koconnell@bisa-inc.com		FAX (A/C, No): 708-598-6686	
INSURED Best Technology Systems, Inc. 12024 South Aero Drive Plainfield IL 60585		INSURER(S) AFFORDING COVERAGE			NAIC #
		INSURER A: ARCH Specialty Insurance Company			21199
		INSURER B:			
		INSURER C:			
		INSURER D:			
		INSURER E:			
		INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractors Pollution Liability <input checked="" type="checkbox"/> Includes Lead Ops GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	12 EMP 71932 07	08/18/18	08/18/19	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 *PER CLAIM \$ 2,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY						
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$	X	X	12 EMX 71933 07 Incl. CGL/CPL/PL, Auto & OH Stop Gap Liability	08/18/18	08/18/19	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	CONTRACTORS PROFESSIONAL LIABILITY CLAIMS MADE FORM			12 EMP 71932 07	08/18/18	08/18/19	\$2,000,000 - PER CLAIM \$2,000,000 - AGGREGATE LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
PROJECT: SHOOTING RANGE

MEMBER, ITS OFFICIALS, EMPLOYEES, AGENTS AND VOLUNTEERS ARE NAMED AS ADDITIONAL INSURED UNDER THE GENERAL LIABILITY POLICY. THE GENERAL LIABILITY POLICY IS ON A PRIMARY AND NON-CONTRIBUTORY BASIS. A WAIVER OF SUBROGATION IS INCLUDED UNDER THE GENERAL LIABILITY POLICY.

30 DAY NOTICE OF CANCELLATION

CERTIFICATE HOLDER TINLEY PARK POLICE DEPT. 17375 69TH AVENUE TINLEY PARK, IL 60477 kmo	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Interoffice Memo

Date: June 4, 2019

To: David Niemeyer – Village Manager
Brad Bettenhausen – Village Treasurer
Kevin Workowski, Public Works Director

From: Colby Zemaitis, PE, CFM – Village Engineer

Subject: Contract Award FY2020 Municipal Parking Lot Improvements

Prepared for June 11, 2019 Public Works Committee Meeting for consideration and possible action:

Description: This project consists of the removal and replacement of curb and gutter and HMA Surface, pavement patching, structure adjustments, pavement markings and all incidental work necessary to complete parking lot improvements in the West half of the 80th Avenue Metra Train Station on the north side of the tracks, East half of the 80th Avenue Metra Train Station north of Timber Drive, the south lot at Village Hall, the Helicopter Landing Pad at the Fire Training Tower and North Street Metra Train on Oak Park Avenue.

Six (6) bids were received and publicly read on June 4, 2019. The bid results are below and the bid tab is attached. The lowest, responsible bidder was K-Five Construction in the amount of \$495,161.96.

<u>Contractor</u>	<u>Location</u>	<u>Bid Total</u>
K-Five Construction Corporation	Bensenville, IL	\$495,161.96
Gallagher Asphalt Corporation	Thornton, IL	\$496,325.80
Iroquois Paving Corporation	Watseka, IL	\$505,221.86
PT Ferro Construction Company	Joliet, IL	\$554,538.21
Austin-Tyler Construction, Inc.	Elwood, IL	\$574,257.64
D Construction Co.	Coal City, IL	\$618,312.97

Engineer's Estimate \$521,407.55

Budget / Finance: Funding is budgeted for in the FY20 Capital Improvement Budget.

Budget Available:	\$578,000.00
Lowest Responsible Bidder:	\$495,161.96
Difference (under budget)	\$ 82,838.04

Staff Direction Request:

1. Approve low bid and award the project in the amount of \$495,161.96 for the FY2020 Municipal Parking Lot Improvement Project to K-Five Construction Corporation.
2. Direct Staff as necessary.

Attachments

1. Bid Tab dated 6/4/19.





Project: FY2020 Municipal Parking Lot Improvements

Bid Tab

Date: June 4, 2019

Schedule of Prices

K-Five Construction Corp. 999 Oakmont Plaza Drive Westmont, IL 60559 Bid Bond Enclosed: Yes	
Unit Price	Total Price
\$3.00	\$92,544.00
\$0.01	\$109.06
\$33.00	\$30,492.00
\$56.00	\$40,600.00
\$68.20	\$252,476.40
\$92.00	\$20,424.00
\$55.00	\$33,000.00
\$600.00	\$6,000.00
\$0.45	\$13,662.00
\$0.70	\$1,256.50
\$1.00	\$896.00
\$1.50	\$1,023.00
\$3.00	\$489.00
\$5.00	\$990.00
\$50.00	\$300.00
\$100.00	\$900.00
Total:	\$495,161.96
As Read:	\$495,161.96

Item No.	Item Description	Unit	Quantity	Unit Price	Total Price	Unit Price	Total Price
1	HMA Surface Removal, 2"	Sq Yd	30,848	\$2.50	\$77,120.00	\$3.00	\$92,544.00
2	Bituminous Materials (Tack Coat)	Lb	10,906	\$0.30	\$3,271.80	\$0.01	\$109.06
3	Pavement Patching, 6"	Sq Yd	924	\$35.00	\$32,340.00	\$33.00	\$30,492.00
4	Pavement Patching, 10"	Sq Yd	725	\$45.00	\$32,625.00	\$56.00	\$40,600.00
5	HMA Surface Course, Mix D,N50	Ton	3,702	\$80.00	\$296,160.00	\$68.20	\$252,476.40
6	PCC Patching, 10"	Sq Yd	222	\$85.00	\$18,870.00	\$92.00	\$20,424.00
7	Combination Curb and Gutter Removal and Replacement - Special	Lin Ft	600	\$50.00	\$30,000.00	\$55.00	\$33,000.00
8	Structures to be Adjusted	Each	10	\$450.00	\$4,500.00	\$600.00	\$6,000.00
9	Paint Pavement Marking - Line 4"	Lin Ft	30,360	\$0.60	\$18,216.00	\$0.45	\$13,662.00
10	Paint Pavement Marking - Line 6"	Lin Ft	1,795	\$1.25	\$2,243.75	\$0.70	\$1,256.50
11	Paint Pavement Marking - Line 8"	Lin Ft	896	\$2.00	\$1,792.00	\$1.00	\$896.00
12	Paint Pavement Marking - Line 12"	Lin Ft	682	\$2.50	\$1,705.00	\$1.50	\$1,023.00
13	Paint Pavement Marking - Line 24"	Lin Ft	163	\$5.00	\$815.00	\$3.00	\$489.00
14	Paint Pavement Marking - Letters & Symbols	Sq Ft	198	\$5.50	\$1,089.00	\$5.00	\$990.00
15	Paint Pavement Marking - 12" No Parking	Each	6	\$35.00	\$210.00	\$50.00	\$300.00
16	Paint Pavement Marking - 36" No Vehicles	Each	9	\$50.00	\$450.00	\$100.00	\$900.00

Total	\$521,407.55
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As Read:	\$495,161.96
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<i>Gallagher Asphalt</i> 18100 S. Indiana Avenue Thornton, IL 60476 Bid Bond Enclosed: Yes		<i>Iroquois Paving Corporation</i> 1889 E US Highway 24 Watseka, IL 60970 Bid Bond Enclosed: Yes		<i>PT Ferro Construction Co.</i> P.O. Box 156 Joliet, IL 60434 Bid Bond Enclosed: Yes		<i>Austin-Tyler Construction, Inc.</i> 23343 S. Ridge Road Elwood, IL 60421 Bid Bond Enclosed: Yes	
<i>Unit Price</i>	<i>Total Price</i>	<i>Unit Price</i>	<i>Total Price</i>	<i>Unit Price</i>	<i>Total Price</i>	<i>Unit Price</i>	<i>Total Price</i>
\$2.00	\$61,696.00	\$2.35	\$72,492.80	\$2.90	\$89,459.20	\$2.80	\$86,374.40
\$2.50	\$27,265.00	\$0.01	\$109.06	\$0.01	\$109.06	\$0.01	\$109.06
\$50.00	\$46,200.00	\$35.00	\$32,340.00	\$55.00	\$50,820.00	\$59.75	\$55,209.00
\$60.00	\$43,500.00	\$65.50	\$47,487.50	\$85.00	\$61,625.00	\$83.00	\$60,175.00
\$66.50	\$246,183.00	\$68.00	\$251,736.00	\$73.00	\$270,246.00	\$72.00	\$266,544.00
\$80.00	\$17,760.00	\$170.00	\$37,740.00	\$100.00	\$22,200.00	\$147.00	\$32,634.00
\$48.00	\$28,800.00	\$63.00	\$37,800.00	\$45.00	\$27,000.00	\$84.00	\$50,400.00
\$350.00	\$3,500.00	\$600.00	\$6,000.00	\$400.00	\$4,000.00	\$370.00	\$3,700.00
\$0.50	\$15,180.00	\$0.45	\$13,662.00	\$0.68	\$20,644.80	\$0.45	\$13,662.00
\$0.75	\$1,346.25	\$0.70	\$1,256.50	\$1.28	\$2,297.60	\$0.65	\$1,166.75
\$1.10	\$985.60	\$1.00	\$896.00	\$1.65	\$1,478.40	\$0.90	\$806.40
\$1.60	\$1,091.20	\$1.50	\$1,023.00	\$2.10	\$1,432.20	\$1.50	\$1,023.00
\$3.25	\$529.75	\$3.00	\$489.00	\$3.95	\$643.85	\$3.00	\$489.00
\$5.50	\$1,089.00	\$5.00	\$990.00	\$3.95	\$782.10	\$4.00	\$792.00
\$50.00	\$300.00	\$50.00	\$300.00	\$90.00	\$540.00	\$75.00	\$450.00
\$100.00	\$900.00	\$100.00	\$900.00	\$140.00	\$1,260.00	\$80.00	\$720.00
Total:	\$496,325.80	Total:	\$505,221.86	Total:	\$554,538.21	Total:	\$574,254.61
As Read:	\$496,325.80	As Read:	\$505,221.86	As Read:	\$554,538.21	As Read:	\$574,254.61

<p>D Construction, Inc. 1488 S. Broadway Coal City, IL 60416 Bid Bond Enclosed: Yes</p>	
Unit Price	Total Price
\$3.25	\$100,256.00
\$0.01	\$109.06
\$60.00	\$55,440.00
\$80.00	\$58,000.00
\$80.00	\$296,160.00
\$242.00	\$53,724.00
\$44.00	\$26,400.00
\$660.00	\$6,600.00
\$0.50	\$15,180.00
\$0.77	\$1,382.15
\$1.10	\$985.60
\$1.65	\$1,125.30
\$3.30	\$537.90
\$5.52	\$1,092.96
\$55.00	\$330.00
\$110.00	\$990.00
Total:	\$618,312.97
As Read:	\$618,312.97

Average Costs

\$2.72
\$0.43
\$48.79
\$71.58
\$71.28
\$138.50
\$56.50
\$496.67
\$0.51
\$0.81
\$1.13
\$1.64
\$3.25
\$4.83
\$61.67
\$105.00
\$540,635.90



Interoffice Memo

Date: June 4, 2019

To: David Niemeyer – Village Manager
Brad Bettenhausen – Village Treasurer
Kevin Workowski, Public Works Director

From: Colby Zemaitis, PE, CFM – Village Engineer

Subject: Contract Award 2019 Concrete Flatwork and Curb Program

Prepared for June 11, 2019 Public Works Committee Meeting for consideration and possible action:

Description: 2019 Concrete Flatwork and Curb Program: This project consists of the removal, replacement and construction of new concrete sidewalk, curb and gutter and driveways throughout the Village, as well as a retaining wall around the Calcium Chloride Tank at the Public Works Facility. Project was advertised in the local paper and on Quest CDN.

Two (2) bids were received on June 4, 2019. The bid results are below and the bid tab is attached. The lowest, responsible bidder was J&J Newell Concrete Contractors, Inc. in the amount of \$224,804.50.

<u>Contractor</u>	<u>Location</u>	<u>Bid Total</u>
J&J Newell Concrete Contractors, Inc.	Burnham, IL	\$224,804.50
Davis Concrete Construction Company	Monee, IL	\$235,411.00

Engineer's Estimate \$232,030.00

Budget / Finance: Funding is budgeted for in the FY20 Road and Bridge and Capital Improvement Budgets.

Budget Available:	\$185,000.00 (Sidewalk Repair/Prplace/Add'l Fund)
	<u>\$ 43,344.00</u> (Wall Constr for Calc. Chl. Tank Fund)
	\$228,344.00
Lowest Responsible Bidder:	<u>\$224,804.50</u>
Difference (under budget)	\$ 3,539.50

Staff Direction Request:

1. Approve low bid and award the project in the amount of \$224,804.50 for the 2019 Concrete Flatwork and Curb Program to J&J Newell Concrete Contractors, Inc.
2. Direct Staff as necessary.

Attachments

1. Bid Tab dated 6/4/19.





2019 Concrete Flatwork and Curb Program
 Bid Tab
 Date: 6/4/19

J&J Newell Concrete Contractors, Inc. 14500 Alice Ave Burnham, IL 60633	Davis Concrete Construction Company 11244 W. Manhattan Monee Rd Monee, IL
--	--

Item No.	Item Description	Unit	Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price		
1	Sidewalk Removal - Special	Sq Ft	4,500	\$2.00	\$9,000.00	\$1.45	\$6,525.00	\$1.50	\$6,750.00		
2	Driveway Pavement Removal	Sq Yd	350	\$20.00	\$7,000.00	\$12.75	\$4,462.50	\$20.00	\$7,000.00		
3	Portland Cement Concrete Sidewalk, 5" - Special	Sq Ft	4,000	\$7.50	\$30,000.00	\$8.25	\$33,000.00	\$12.40	\$49,600.00		
4	Portland Cement Concrete Sidewalk, 7" - Special	Sq Ft	500	\$8.00	\$4,000.00	\$8.75	\$4,375.00	\$12.95	\$6,475.00		
5	Aggregate Base Course, Type B, 4"	Sq Yd	500	\$9.00	\$4,500.00	\$3.60	\$1,800.00	\$3.00	\$1,500.00		
6	Detectable Warning Plate - Special	Sq Ft	500	\$25.00	\$12,500.00	\$20.00	\$10,000.00	\$25.00	\$12,500.00		
7	Earth Excavation - Special	Cu Yd	500	\$45.00	\$22,500.00	\$50.00	\$25,000.00	\$25.00	\$12,500.00		
8	Combination Curb and Gutter Removal and Replacement - Special	Lin Ft	700	\$20.00	\$14,000.00	\$37.90	\$26,530.00	\$45.00	\$31,500.00		
9	Portland Cement Concrete Driveway Pavement, 7" - Special	Sq Yd	200	\$40.00	\$8,000.00	\$61.65	\$12,330.00	\$67.00	\$13,400.00		
10	PCC Patching, 10"	Sq Yd	200	\$200.00	\$40,000.00	\$200.00	\$40,000.00	\$170.00	\$34,000.00		
11	Hot-Mix Asphalt Driveway Pavement, 6" - Special	Sq Yd	150	\$70.00	\$10,500.00	\$85.00	\$12,750.00	\$80.00	\$12,000.00		
12	Manholes to be Adjusted	Each	25	\$350.00	\$8,750.00	\$385.00	\$9,625.00	\$250.00	\$6,250.00		
13	Valve Boxes to be Adjusted	Each	25	\$250.00	\$6,250.00	\$50.00	\$1,250.00	\$150.00	\$3,750.00		
14	Topsoil Furnish and Place, 4" - Special	Sq Yd	500	\$7.50	\$3,750.00	\$8.00	\$4,000.00	\$8.00	\$4,000.00		
15	Sodding, Special	Sq Yd	500	\$15.00	\$7,500.00	\$10.00	\$5,000.00	\$12.00	\$6,000.00		
16	Perimeter Erosion Barrier	Lin Ft	200	\$3.50	\$700.00	\$5.00	\$1,000.00	\$4.00	\$800.00		
Total					\$188,950.00	Total		\$197,647.50	Total		\$208,025.00
As-Read Total							\$197,647.50	As-Read Total			

Annual Increase %	2.5%	Annual Increase %	4%
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Calcium Chloride Tank

Item No.	Item Description	Unit	Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price			
1	Concrete Wall w/ #4 rebar as specified (114' x 3'11" x 8")	Lin Ft	114	\$110.00	\$12,540.00	\$80.00	\$9,120.00	\$90.00	\$10,260.00			
2	Concrete Foundation Footing w/ #4 rebar as specified (114'x2'6"x10)	Lin Ft	114	\$95.00	\$10,830.00	\$80.00	\$9,120.00	\$90.00	\$10,260.00			
3	Concrete Slab, 5" (124' x 1'9"x 5")	Sq Ft	217	\$50.00	\$10,850.00	\$15.00	\$3,255.00	\$15.00	\$3,255.00			
4	Concrete In-Fill, Variable Depth (107' x 1'1")	Sq Ft	114	\$45.00	\$5,130.00	\$20.00	\$2,280.00	\$11.50	\$1,311.00			
5	Earth Excavation (Saw Cut Hma & Remove HMA, Stone and Soil)	Cu Yd	22	\$75.00	\$1,650.00	\$145.00	\$3,190.00	\$90.00	\$1,980.00			
6	Aggregate Base Course, 6"	Sq Yd	32	\$65.00	\$2,080.00	\$6.00	\$192.00	\$10.00	\$320.00			
Total					\$43,080.00	Total		\$27,157.00	Total		\$27,386.00	
As-Read Total							\$27,157.00	As-Read Total				\$27,386.00
Overall Total					\$232,030.00	Overall Total		\$224,804.50	Overall Total			\$235,411.00



Interoffice Memo

Date: June 4, 2019

To: David Niemeyer – Village Manager
Brad Bettenhausen – Village Treasurer
Kevin Workowski, Public Works Director

From: Colby Zemaitis, PE, CFM – Village Engineer

Subject: Contract Award 2019 Pavement Striping Plan

Prepared for June 11, 2019 Public Works Committee Meeting for consideration and possible action:

Description: 2019 Pavement Striping Plan: The Public Works Department, in its role to maintain its Village-owned streets, has added a separate line item in the FY2020 Budget to clean and paint a number of selected streets throughout the Village. This work includes painting of centerline, lane and pavements edges, medians, stop bars and crosswalks; as well as all the traffic control and protection requirements to complete the work.

This service contract was advertised in the local newspaper and on Quest CDN in accordance with State bidding laws; four (4) sealed bids were received on June 4, 2019. The bid results are below and the bid tab is attached. The low responsible bidder was Traffic Control Company in the amount of \$58,483.50. Village staff has worked with this contractor before and found them to be a credible, trustworthy contractor and they are also IDOT prequalified. Due to the bids coming in well under-budget, we would like to increase the quantity and overall cost of work by 50%. This increase would bring the total cost of the project to \$87,000.

<u>Contractor</u>	<u>Location</u>	<u>Bid Total</u>
Traffic Control Company	South Holland, IL	\$58,483.50
Precision Pavement Marking, Inc.	Pingree Grove, IL	\$59,638.75
Marking Specialists Corporation	Cary, IL	\$134,858.75
RoadSafe Traffic Systems, Inc.	Romeoville, IL	\$169,843.75

Engineer's Estimate \$115,955.00

Budget / Finance: Funding is budgeted for in the FY20 Road and Bridge Budget.

Budget Available:	\$135,000 (Pavement Striping Operating Fund)
	\$ 27,000 (Thermo Lane Marking Fund)
	\$162,000

Lowest Responsible Bidder w/ 50% increase:	\$ 87,000.00
Difference (under budget)	\$ 75,000.00



Staff Direction Request:

1. Approve low bid and award the project in the amount of \$87,000.00 for the 2019 Pavement Striping Plan.
2. Direct Staff as necessary.

Attachments

1. Bid Tab dated 6/4/19



2019 Pavement Striping Plan
 Bid Tab
 Date: 6/4/19

Item No.	Item Description	Unit	Quantity	Unit Price	Total Price	Traffic Control Company 16961 S. State Street South Holland, IL		Precision Pavement Markings, Inc. P.O. Box 705 Elgin, IL 60121		Marking Specialists Corporation 214 Crystal Street, Suite C Cary, IL 60013		RoadSafe Traffic Systems, Inc. 1225 Disk Drive Romeoville, IL 60446			
						Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price		
1	Paint Pavement Marking - Line 4"	Lin Ft	113,750	\$0.60	\$68,250.00	\$0.23	\$26,162.50	\$0.20	\$22,750.00	\$0.64	\$72,800.00	\$0.85	\$96,687.50		
2	Paint Pavement Marking - Line 6"	Lin Ft	12,575	\$0.90	\$11,317.50	\$0.53	\$6,664.75	\$0.65	\$8,173.75	\$1.30	\$16,347.50	\$1.25	\$15,718.75		
3	Paint Pavement Marking - Line 12"	Lin Ft	7,275	\$2.00	\$14,550.00	\$1.25	\$9,093.75	\$1.35	\$9,821.25	\$2.60	\$18,915.00	\$2.50	\$18,187.50		
4	Paint Pavement Marking - Line 24"	Lin Ft	2,700	\$3.00	\$8,100.00	\$2.50	\$6,750.00	\$3.00	\$8,100.00	\$5.20	\$14,040.00	\$5.00	\$13,500.00		
5	Paint Pavement Marking - Letters and Symbols	Lin Ft	3,925	\$3.50	\$13,737.50	\$2.50	\$9,812.50	\$2.75	\$10,793.75	\$3.25	\$12,756.25	\$5.00	\$19,625.00		
					Total	\$115,955.00	Total	\$58,483.50	Total	\$59,638.75	Total	\$134,858.75	Total	\$163,718.75	
					As-Read Total	\$58,483.50	As-Read Total	\$59,638.75	As-Read Total	\$59,638.75	As-Read Total	\$134,858.75	As-Read Total	\$169,843.75	
Annual Increase %						1.25%	Annual Increase %		2.0%	Annual Increase %		3.0%	Annual Increase %		10.0%
						\$59,214.54			\$60,831.53						



Interoffice Memo

Date: June 4, 2019

To: John Urbanski, Assistant Public Works Director

From: Joe Fitzpatrick, Water Superintendent

Subject: Water System Analysis and Model Preparation

Presented for June 11, 2019 PW Committee discussion and action.

Description: Distribution system modeling (commonly referred to as hydraulic modeling) is used to predict the performance of a water system to solve a wide variety of issues. These issues include design, operations, system planning, water quality, water loss, energy management, and emergency response.

Background: The Village uses a variety of tools to maintain our water distribution system. These tools focus on assets in the field which make the system function properly. Field data collected through Village projects and GIS, along with the experience from Baxter & Woodman Engineering (the firm currently used for water system projects and improvements), will be used to analyze the existing water system and prepare a distribution system model. Water system modeling will make the system run more efficiently and help with future planning. Once the model has been finalized, any water system improvements would be added through GIS as they are completed. Recommended industry standard for analyzing the complete water distribution system is based on growth of infrastructure and amount of improvements made usually between three and five years. The engineers' recommendation is for Tinley Park to complete a whole system analysis in five years.

Budget/ Finance: Funding in the amount of \$60,000.00 is available in approved FY2020 Budget.

Staff Direction Request: Approve Baxter & Woodman Engineering to perform a water system analysis and prepare a water distribution system model in the amount not to exceed \$60,000.00.

Attachments:

- 1) Professional Service Agreement

VILLAGE OF TINLEY PARK, ILLINOIS
GIS UPDATE AND WATER DISTRIBUTION MODEL
AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into this ____ day of _____, 2019 (“Effective Date”), between the Village of Tinley Park, Illinois (“Village”), located at 16250 South Oak Park Avenue, Tinley Park, IL 60477, and Baxter & Woodman, Inc. (“Consultant”), collectively the “Parties” for the following project:

GIS Update and Water Distribution Model

Phase I of this project includes updating the Village’s GIS water system data to incorporate GPS located valves and hydrants, resolve alignment discrepancies, and prepare the data for the water modeling software. Phase II of this project includes the creating and calibrating a WaterGEMS model. The model will be used to evaluate system strengths and weaknesses and make recommendations for capital and operational improvements.

I. Services

- A. Consultant agrees to provide, as an independent contractor to the Village, the professional services included in Exhibit A, attached hereto and made a part hereof, as well as such other or incidental services as may be necessary to carry out said professional services, as well as any other professional services requested by the Village as mutually agreed to by the parties (hereinafter the “Services”). The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality in compliance with applicable laws, ordinances and regulations. The express terms of this Agreement shall take precedence and control over any term or provision of any Exhibit that in any way conflicts with, differs from, or attempts to alter the terms of this Agreement.

- B. The Services shall be provided by employees of Consultant, who are experienced, certified, and/or qualified and licensed, to the extent necessary to perform said Services in the State of Illinois.

- C. It is understood and agreed by the parties that the Consultant is an independent contractor retained for the above-mentioned purpose. The Village shall not control the manner nor the means of the Consultant's performance, but shall be entitled to a work product as described herein. The term "subconsultant" shall mean and include only those hired by and having a direct contract with Consultant for performance of work on the Project. The Village shall have no responsibility to any subconsultant employed by a Consultant for performance of work on the Project, and all subconsultants and material suppliers shall look exclusively to the Consultant 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 subconsultant shall be bound by the terms and provisions of this Contract as far as applicable to their work. The Consultant shall be fully responsible to the Village for the acts and omissions of its subconsultants, and shall ensure that any subconsultants perform in accordance with the requirements of this Agreement. Nothing contained herein shall create any contractual or employment relations between any subconsultant and the Village. The Consultant 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 Consultant shall comply with all applicable federal, State and local safety laws and regulations.

II. COMPENSATION

Consultant will be compensated based upon the fee schedule attached hereto as Exhibit B.

III. INDEMNIFICATION AND HOLD HARMLESS.

Consultant will indemnify and hold harmless, protect and defend, at its own cost and expense, the Village, its officers, officials, Village President and Board of Trustees, agents, employees, volunteers, representatives, assigns, successors, transferees, licensees, invitees, attorneys, or other persons or property standing in the interest of the Village, from any and all risks, lawsuits, actions, damages, losses, expenses (including attorneys' fees), claims, or liabilities of any character, brought because of any death, injuries or damages received or sustained by any person, persons, or property on account of any negligent act or omission by the Consultant, its officers, agents and/or employees, including any of its subconsultants, arising out of or in performance of any provision of this Agreement, including any claims or amounts arising or recovered under the Workers' Compensation Act or any other law, ordinance, order or decree.

IV. INSURANCE

During the term of this Agreement, Consultant shall provide and maintain the types of insurance set forth in Exhibit C, written on the comprehensive form and as "occurrence" policies, primary to any insurance of the Village, in not less than the specified amounts.

Consultant shall furnish to the Village, prior to commencing any activities under this Agreement, and annually thereafter, satisfactory proof of the above insurance requirements by a reliable insurance company or companies authorized to do business in Illinois. Such proof shall consist of certificates executed by the respective insurance companies and attached to this Agreement as Exhibit D. Said certificates shall list the Village and its officers, officials, Village President and Board of Trustees, agents, employees, volunteers, representatives, assigns, successors, and attorneys, as additional insureds on all required insurance policies.

V. WARRANTY

Consultant represents and warrants to the Village that it has the experience and ability to perform the services required by this Agreement, that it will perform said services in a professional, competent and timely manner, as represented and suitable for the performance of the Agreement, and that that it has the power to enter into and perform this Agreement.

VI. NOTICE

Except to the extent that verbal notice is otherwise permitted herein, proper notice may be given by personal service or certified or registered mail to:

John V. Ambrose, President/CEO
Baxter & Woodman, Inc.
8678 Ridgefield Road
Crystal Lake, IL 60014

OR TO:

Village of Tinley Park
Village Manager
16250 South Oak Park Avenue
Tinley Park IL. 60477

Notice shall be effective upon the date of receipt by personal service or as evidenced by a valid return receipt. The name and/or address to which notice is required may be amended at any time by written notice to the other party as provided herein.

VII. INTERPRETATION

This Agreement provides for services to be performed within the State of Illinois. Accordingly, this Agreement, and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois. The parties agree that for the purpose of any litigation relative to this Agreement and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois and the parties consent to the in personam jurisdiction of said Court for any such action or proceeding.

VIII. WAIVER.

The waiver of one party of any breach of this Agreement or the failure of one party to enforce any provisions hereof, shall be limited to the particular instance and shall not operate to bar or be deemed a waiver of enforcing against other or future breaches.

IX. SEVERABILITY

If any provision of this Agreement is found to be invalid, illegal or unenforceable, that provision shall be severable from the rest of this Agreement and the validity, legality and enforceability of the remaining provisions will in no way be affected or impaired.

X. ENTIRE UNDERSTANDING

This Agreement sets forth all of the entire understanding of the parties relative to the subject hereof and supersedes any and all prior agreements, express or implied, oral or written. No amendment or modification of this Agreement shall be effective unless reduced to writing and executed by the parties.

XI. TERMINATION

This Agreement may be terminated, in whole or in part, by either party if the other party fails to fulfill its obligations under this Agreement through no fault of the terminating party. The Village may terminate this Agreement, in whole or in part, for its convenience. However, no such termination will be effective unless the terminating party gives the other party (1) not less than ten (10) business day's written notice by certified mail of intent to terminate, and (2) an opportunity for a meeting with the terminating party to resolve the dispute before termination.

IN WITNESS WHEREOF, the Village of Tinley Park and Baxter & Woodman, Inc. have executed this agreement.

VILLAGE OF TINLEY PARK

(Baxter & Woodman, Inc.)

By: _____

Village Manager

DATE: _____



By: Sean E. O'Dell, P.E.

ITS Vice President

DATE: March 12, 2019

CERTIFICATIONS BY CONSULTANT

Eligibility to Contract

The undersigned hereby certifies that the Consultant is not barred from bidding on or entering into this contract 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.

Baxter & Woodman, Inc.

Name of Consultant (please print)



Submitted by (signature)

Vice President

Title

Certificate of Compliance with Illinois Human Rights Act

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

Baxter & Woodman, Inc.

Name of Consultant (please print)



Submitted by (signature)

Vice President

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.

Baxter & Woodman, Inc.

Name of Consultant (please print)



Submitted by (signature)

Vice President

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.

Baxter & Woodman, Inc.

Name of Consultant (please print)



Submitted by (signature)

Vice President

Title

EXHIBIT A

Scope of Professional Services

Phase 1 – GIS Update

1. PROJECT MANAGEMENT – Plan, schedule and control activities to complete the Project. These activities include, but are not limited to, budgeting, scheduling, and monitoring the scope of services.
2. GIS WORKSHOP - A Project Workshop meeting with Owner’s staff and the Project team will be held for the Project. The purposes of the meeting are to establish clear lines of communication, introduce the Owner staff to the team members, and establish the Owner’s detailed needs, objectives, and goals for the Project. The meeting will also be utilized to obtain information, plans, atlases, and other data to be supplied by the Owner, and set schedules and guidelines for future design meetings.
3. CLIENT MEETINGS - Meet with Owner’s staff to discuss results of the study and review water main system exhibits.
4. EXISTING CONDITIONS/HISTORY REVIEW
 - A. Existing water system GIS.
 - B. Existing water distribution system maps and subdivision plans and as-builts, including any recent changes and improvements, with pipe ages and typical materials.
 - C. Engineering reports previously completed on the water system.
 - D. Water consumption records, including flow history from transfer stations and water billing data.
 - E. List of known problem areas (low pressure, high pressure, poor water quality, low fire flow, etc.).
 - F. Descriptions of existing storage facilities.
 - G. Description of standard operating procedures for the water system.
 - H. Current population estimates or densities by quarter section, census tract, or other small geographic area.
 - I. Copies of any available topographic maps.
 - J. Existing water consumption records from individual service accounts, if available in acceptable electronic format.
5. GIS UPDATE and DATA ADJUSTMENTS
 - A. The existing pipe segmentation within the GIS will be reviewed and revised as necessary to conform to conventions used within the modeling software.
 1. Any missing hydrant leaders will be programmatically connected to the nearest water main. Water main segments will be split at hydrant laterals.

- B. Data will be reviewed for connectivity and cohesiveness to simplify integration with WaterGEMS software. Booster stations and storage facilities must all be connected to the system.
- C. The Village has previously contracted M.E. Simpson Co. to GPS locate existing valves and hydrants. This data will be imported and used to verify and/or correct pipe alignments. Coordinate with M.E. Simpson Co., Inc. to incorporate this data.
- D. Unique Structure IDs will be created to develop an identification system. This will establish a link with the WaterGEMS model, allowing model results to be incorporated within the GIS.
- E. Missing data necessary for model construction will be identified. Atlases of applicable areas will be provided for markup by Owner staff. Markup data will be incorporated in the GIS prior to WaterGEMS model construction.
- F. At the completion of the modeling project, WaterGEMS network model data will be exported back into the existing GIS. This one-to-one relationship will allow any alterations that have been made to the water network within the modeling software to be maintained and incorporated into the existing geodatabase. This strategy will allow WaterGEMS model output to be incorporated within the GIS data for Owner use, and permits future updates to be migrated into and out of the geodatabase utilized by WaterGEMS.
- G. Provide a digital copy of the revised ArcGIS dataset in a format as specified by Owner staff.

Phase II - Water Distribution Model and Report

1. PROJECT MANAGEMENT – Plan, schedule and control activities to complete the Project. These activities include, but are not limited to, budgeting, scheduling, and monitoring the scope of services.
2. CLIENT MEETINGS - Meet with Owner’s staff to discuss results of the study and review water main system exhibits.
3. EXISTING CONDITIONS/HISTORY REVIEW
 - A. Existing water system GIS.
 - B. Existing water distribution system maps and subdivision plans and as-builts, including any recent changes and improvements, with pipe ages and typical materials.
 - C. Engineering reports previously completed on the water system.
 - D. Water consumption records, including flow history from transfer stations and water billing data.
 - E. List of known problem areas (low pressure, high pressure, poor water quality, low fire flow, etc.).
 - F. Descriptions of existing storage facilities.
 - G. Description of standard operating procedures for the water system.

- H. Current population estimates or densities by quarter section, census tract, or other small geographic area.
- I. Copies of any available topographic maps.
- J. Existing water consumption records from individual service accounts, if available in acceptable electronic format.

MODEL PREPARATION - Develop a new WaterGEMS model using updated GIS. Work directly with Owner's staff to concur on design information, including control elevations, system pressures, and system constraints. Confirm with Owner's staff the resulting system in the modeling software accurately represents the actual distribution system.

- 5. WATER DEMAND EVALUATION - Review Village water pumping and billing records. Input water demands from each of the customers' accounts directly into the model so the model accurately reflects the varying levels of demand across the water system.
- 6. FIELD HYDRANT TESTING - Perform "distribution stress tests" by flowing fire hydrants in specific areas to determine the existing pipe roughness ("C" Coefficient) and assist in the model calibration. The fire hydrant flow tests involve measuring flows from selected fire hydrants throughout the water system. An estimated 15 fire hydrants tests will be conducted with the Owner's field assistance.
- 7. MODEL CALIBRATION
 - A. Calibrate the updated model by using fire hydrant test and adjust the model until the field and model data match within certain limits. Typically, the accuracy will be 1 psi (+/-) during average static conditions and 5 psi (+/-) during high flow testing.
 - B. In the event attempts to calibrate the model reveal unexpected and unknown field conditions, it may be necessary to make a field investigation into why the model will not calibrate, e.g., locate closed valves in the system, and conduct additional flow tests. This additional work will be performed on a "Cost-Plus" basis in addition to the original Engineering Fee.
- 8. DISTRIBUTION SYSTEM ANALYSIS SCENARIOS - The following is a list of recommended scenarios that will provide the information most critical to the current needs. Exhibits will be prepared to clarify the scenario analysis.
 - A. **Pressure Characteristics throughout the System** - Pressures will be determined at each node in the model. Low pressures during peak demand may be caused by excessive head loss in the supply mains or high ground elevation. A determination of unacceptable variations in service pressure will be completed.
 - B. **Areas of excessive head loss or high velocities** - Pipes with excessive head loss or high velocities may require replacement of pipes or paralleling with

larger diameter pipes. Excessive head loss under maximum day conditions may indicate that additional looping or water main upsizing is required.

- C. **Areas with inadequate fire flows** - Utilizing the fire flow analysis portion of the program, fire hydrants will be simulated and the available fire flow capacity of each will be estimated. Test how the system reacts to simulations of fire flows at all fire hydrants in the system at today's maximum day demand and future demand conditions. The results produced by the model will provide the Village with the predicted fire flows and the location and pressure of the lowest pressure nodes in the model for each hydrant. These results will be compared against ISO requirements. Particular attention will be paid to areas of critical need, such as schools, commercial and business zones, and dense residential areas.
- D. **Existing Critical Facilities** - The water model will be used to evaluate the operations of your existing pumping facilities and help determine an optimal flow balance for your system. Your model can also simulate the use of variable speed pumping or the loss of any of the high service pumps if taken out of service.
- E. **Evaluate Water Storage Capacity** - Engineering and model data will be used to evaluate the total volume of storage currently available in the distribution system and compare this to current and ultimate maximum day and peak hourly water demands. Provide recommendations for future water system storage, if necessary. Recommendations will include a review of water storage tank style, such as ground storage versus elevated storage. Review the impact of storage on water turnover in the distribution system and the ability of the system to meet chlorine residuals.
- F. **Extended Period Simulation** - Develop an "extended period" simulation (EPS) model which will be used to identify problem areas in the existing system during a variety of flow conditions. Enter hourly demands, pump curves, estimated starting water ages within the tanks and reservoirs, and tower control levels into the model to simulate actual system operation. The EPS model will be used to determine the adequacy of the elevated tank, water mains, pumps, valves, and connection points over a 24-72 hour time period.

9. FUTURE SYSTEM ANALYSIS

- A. **Determine Future Water Demands** - Project population demands and determine future water use demands using Village recognized development trends.
- B. **Evaluate Future Water Storage Needs** - Engineering and model data will be used to evaluate the total volume of storage currently available in the distribution system and compare this to current and ultimate maximum day

and peak hourly water demands. Provide recommendations for future water system storage.

- C. ***Evaluate Pumping Capability*** – The water model will be used in several scenarios to simulate the capability of the Village’s water system to meet current and future demand using existing pump station and receiving facilities. Recommendations will be provided to resolve any capacity issues identified.
 - D. ***Evaluate Future Water Main*** – The water model will be used in several scenarios to evaluate water main improvements to meet future demands.
10. **WATER MAIN BREAK ANALYSIS** – Use the water model and the City’s historical main break data to prepare a water main break analysis and recommended priority ranking for water main replacement
- A. ***Analyze Water Main Break Data*** – The Village has compiled break data in GIS. Each main break will be located and identified with a pipe. The break data is entered into the water main rank spreadsheet and used to generate the water main replacement rank.
 - B. ***Generate Water Main Rank*** – Develop a water main replacement rank for each pipe that has a history of main breaks based on water main break data, remaining pipe life, and water model data such as pipe velocities and friction losses.
 - C. ***Create Water Main Replacement Rank Map*** – Import the results from the water main rank spreadsheet into the GIS so that a graphical representation of the water main rank is generated.
 - D. ***Coordinate Street Ratings with Main Replacement Rank Map*** – Review the results of the water main break rank map against street ratings. Prioritize water main replacement recommendations with street ratings where feasible.
11. **MODEL EXHIBITS** - Prepare water system exhibits showing pressure contours and fire flows for average day and maximum day water demands. Confirm with Owner’s staff the exhibits accurately represent water system.
12. **RECOMMENDATIONS FOR DISTRIBUTION SYSTEM IMPROVEMENTS** – The results of the existing system analysis, evaluation of alternatives, opinions of probable costs estimates, recommendations, and prioritized list of selected alternatives will be prepared.
13. **DRAFT REPORT** – Submit five (5) copies of a draft report summarizing the results of the analysis, evaluation of alternatives, opinions of probable costs estimates, recommendations, and prioritized list of selected alternatives will be prepared and submitted to Owner staff for review. The analysis will include evaluation of the existing system and infrastructure needed to improve operations. The draft report

will include color-coded maps showing the results of the simulations, reports indicating fire flows and pressures at the junction nodes, and recommendations for future water mains, wells, pumping stations and storage tanks to serve developing areas. Opinions of probable capital construction costs estimates will be included for recommended improvements.

14. FINAL REPORT – The final report will be prepared and submitted to the Owner.

EXHIBIT B

Fee Schedule

EXHIBIT C

Required Insurance

Engineer shall procure and maintain insurance as set forth below. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.

1. Workers' Compensation:	Statutory
2. Employer's Liability – Each Accident:	\$ 1,000,000
3. General Liability –	
a. Each Occurrence (Bodily Injury and Property Damage)	\$ 1,000,000
b. General Aggregate:	\$ 2,000,000
4. Excess or Umbrella Liability --	
a. Each Occurrence:	\$ 3,000,000
b. General Aggregate:	\$ 3,000,000
5. Automobile Liability --Combined Single Limit	
6. (Bodily Injury and Property Damage): Each Accident	\$ 1,000,000
7. Professional Liability –	
a. Each Claim Made	\$ 2,000,000
b. Annual Aggregate	\$ 2,000,000

EXHIBIT D

Insurance Certificates (CONTRACTS ORDERS)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/11/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Risk Strategies Company 650 Dundee Road Suite 170 Northbrook IL 60062	CONTACT NAME: _____ PHONE (A/C No, Ext): (847) 412-1414	FAX (A/C, No): _____
	E-MAIL ADDRESS: _____	
INSURED BAXTER & WOODMAN, INC 8678 RIDGEFIELD ROAD CRYSTAL LAKE IL 60012	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Valley Forge Ins Co	
	INSURER B: Continental Insurance Company	
	INSURER C: Continental Casualty Company	
	INSURER D:	
	INSURER E:	
INSURER F:		NAIC # 20508

COVERAGES CERTIFICATE NUMBER: CL18122196438

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> primary/non contributory <input checked="" type="checkbox"/> subj to written contract GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: _____			6045872351	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			6045872348	1/1/2019	1/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ _____ RETENTION \$ _____			6045872365	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	6045872379	1/1/2019	1/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability			ABE591900841	1/1/2019	1/1/2020	Per Claim \$5,000,000 Aggregate \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: GIS Update and Water Distribution Model. Village of Tinley Park, its officers, officials, Village President and Board of Trustees, agents, employees, volunteers, representatives, and attorneys are included as additional insureds per blanket endorsement as resepect GL, subject to written contract requiring same.

CERTIFICATE HOLDER

CANCELLATION

Village of Tinley Park 16250 South Oak Park Avenue Tinley Park, IL 60477	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Michael Christian/CID <i>M.C. Christian</i>
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Interoffice Memo

Date: June 5, 2019

To: David Niemeyer, Village Manager
Pat Carr, Assistant Village Manager

From: Terry Lusby, Jr., Facilities & Fleet Superintendent

Subject: Approve Service Contract: Murphy And Miller, Inc.

Presented for June 11th, 2019 Public Works Committee Agenda discussion and possible action:

Description:

Approve a service contract with Murphy And Miller, Inc. of Chicago, Illinois for the annual maintenance and inspection of Village Facilities HVAC units. In general the scope of services includes:

1. Inspection of HVAC Systems for wear/damage
2. Routine preventive maintenance and inspections
3. Equipment startups, shutdowns, and control repairs

Background: Public Works is tasked with proper upkeep of all Facilities HVAC systems to optimize indoor air quality of all citizens and Village employees. Continual routine preventive maintenance/inspections assures optimal system working conditions and conserves the life span of vital Village owned equipment. For more than 80 year, Murphy And Miller has been serving municipalities and commercial businesses throughout the South Suburbs and Greater Chicagoland area. Murphy And Miller has utilized their extensive intricate knowledge of our unique HVAC systems to assist us with avoiding equipment failures and optimizing our systems to operate at the most efficient levels.

The Village has contracted with Murphy And Miller for approximately the past 10 years and found them to perform all contracted services satisfactorily.

Budget / Finance: Funding is budgeted and available in the approved FY19 Budget; Municipal Buildings Fund.

Budget Available	16,140.00
<u>Contract Amount</u>	<u>16,786.43</u>
Difference – Over Budget	\$646.40

Staff Direction Request:

1. Approve a service contract with Murphy And Miller of Chicago Illinois for the annual maintenance and inspections in the amount of \$16,786.43.
2. Direct staff as necessary.

VILLAGE OF TINLEY PARK

SERVICE CONTRACT

This contract is by and between the **Village of Tinley Park**, an Illinois home-rule municipal corporation (the "Village"), and **Murphy And Miller, Inc.** (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 **Sixteen Thousand Seven Hundred and Eighty Six Dollars and 43 Cents (\$16,786.43)**. Within thirty (30) 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 \$20,000.00. Changes in excess of this amount must be approved by the Village Board prior to commencement of the services or work. **If a requested change causes an increase or decrease in the cost of or time required for the performance of the contract, Contractor will agree to an equitable adjustment in the contract price or performance schedule, or both. Neither party is obligated to comply with requested changes unless and until both parties execute a written change order.**
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 Contractor's negligence under this Contract.**
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 negligence in its work to be performed hereunder. 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.
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.

Murphy And Miller, Inc.
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.

Murphy And Miller, Inc.
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.

Murphy And Miller, Inc.
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.

Murphy And Miller, Inc.
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)

Murphy And Miller, Inc.
Name of Contractor (please print)

Submitted by (signature)

Title

Certificate of Compliance with Prevailing Wage Requirements

The undersigned hereby certifies that:

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://www.state.il.us/agency/idol/rates/rates.HTM>. 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.

Murphy And Miller, Inc.
Name of Contractor (please print)

Submitted by (signature)

Title

Certificate of Compliance with the Village of Tinley Park Responsible Bidder Ordinance

The undersigned or the entity making the proposal or bid has reviewed and is in compliance with the Village of Tinley Park Responsible Bidder Ordinance No. 2009-O-002.

Murphy And Miller, Inc.
Name of Contractor (please print)

Submitted by (signature)

Title

Murphy And Miller, Inc.

BY: _____

_____ Date

Printed Name: _____

Title: _____

VILLAGE OF TINLEY PARK

BY: _____

_____ Date

Jacob C. Vandenberg, Mayor
(required if Contract is \$20,000 or more)

ATTEST:

Village Clerk
(required if Contract is \$20,000 or more)

_____ Date

VILLAGE OF TINLEY PARK

BY: _____
Village Manager

_____ Date

SCOPE OF SERVICES

Attached Scope of work for Village Facilities HVAC Maintenance/Inspections as detailed in:

- **Quote from Murphy And Miller, Inc. titled: Inspection/Service Agreement**



INSPECTION AGREEMENT

Customer's Billing Name & Address:

VILLAGE OF TINLEY PARK
16250 S. OAK PARK AVENUE
TINLEY PARK, IL 60477

Service to Be Provided At:

VARIOUS LOCATIONS

Effective Date & Term : 12 MOS BEGINNING 05/01/2019
Anniversary Date : 04/30/2020
Agreement Amount : \$16,786.43
Payment Schedule : \$4,196.61 PER QUARTER

Sales Representative : Mr. Bart Deval
Proposal Date : 06/05/2019
M&M customer/Site Code: :VIL010/VARIOUS
Contract Number : VARIOUS

At the time of scheduled Inspections and for the equipment listed on the attached pages, M&M agrees to perform the Preventive Maintenance tasks described on the following pages.

M&M will make the following number of Preventive Maintenance Inspections over a total of the following scheduled site visits during each term of this Agreement. The air conditioning and heating Inspections include equipment startup and shutdown.

Air Conditioning	: 2 inspections	Refrigeration	: 0 inspections
Equipment Controls	: 4 inspections	Heating	: 2 inspections
Building Automation	: 0 inspections	Filters	: 4 changes

M&M Inspection activities will be scheduled by M&M and will be based on manufacturers' recommendations; equipment location, application and type; and Murphy & Miller's 83 years of HVAC experience. You will be informed of our maintenance and repair work, and a service report detailing work done will be presented after each service call for your records.

Beginning with the effective date, you agree to pay, in advance, for the services described herein according to the payment schedule shown above.

The Customer agrees to pay, in advance, according to the payment schedule shown above beginning with the effective date and continuing for the duration of this Agreement. This Agreement shall continue in effect unless you give written notice of your intention not to renew and it is received by M&M a minimum of thirty days prior to the anniversary date. Renewals of this Agreement will be invoiced on the basis of prices in effect at each renewal date. This Agreement is not valid or binding until accepted by Murphy & Miller, Inc.

VILLAGE OF TINLEY PARK

MURPHY & MILLER, INC.

Signature

Signature

Printed Name and Title

Printed Name and Title

Date

Date

Murphy & Miller, Inc. /600 West Taylor/Chicago, IL 60607-4429



EQUIPMENT COVERAGE ADDENDUM

<u>Included</u>	<u>Not Included</u>	<u>N/A</u>	<u>HUMIDIFIER SERVICES</u>
		X	Modulating Steam Humidifier
		X	Electric Element Humidifier
		X	Infra-red Humidifier
		X	Evaporative Humidifier
		X	Electric Cell Humidifier -- Total no. of cells: Cell replacement on Electric Cell Humidifiers is limited to one change per year.

<u>Included</u>	<u>Not Included</u>	<u>N/A</u>	<u>WATER TREATMENT SERVICES</u>
		X	Tower Water
		X	Chilled Water
		X	Boiler Water
		X	Humidifiers

<u>Included</u>	<u>Not Included</u>	<u>N/A</u>	<u>CONTROL SERVICES</u>
X			1. Controls installed by the manufacturer on equipment covered by this Agreement
			2. Built up control systems and controlling devices on equipment covered by this Agreement
		X	Electric control systems
		X	Electronic control systems
		X	Pneumatic control systems
		X	3. Automatic control valve operators on equipment covered by this Agreement, excluding valve bodies
		X	4. Control system air compressors
		X	5. Control system air driers

<u>Included</u>	<u>Not Included</u>	<u>N/A</u>	<u>AIR FILTER SERVICES</u>	<u>CHANGES PER YEAR</u>
		X	Filter media	
		X	Throw-away filters	
X			High-efficiency filters	(4) FOUR CUSTOMER SUPPLIED
		X	Roll-A-Matic filters	
		X	Bag filters	
		X	Charcoal filters	
		X	Washable filters	

All metal filter frames furnished by Murphy & Miller under the terms of this Agreement will remain the property of Murphy & Miller. Murphy & Miller reserves the right to remove its frames should this Agreement be cancelled or expire.



Included Not Included N/A

AIR CONDITIONING / REFRIGERATION / VENTILATION / COOLING TOWER EQUIPMENT TASK LIST

See other task lists for Absorption/Centrifugal Chiller Equipment

- | | | | |
|---|---|---|---|
| X | | | 1. Lubricate bearings per manufacturers' recommendations. |
| X | | | 2. Check oil levels. |
| X | | | 3. Check and lubricate dampers. |
| X | | | 4. Check safety and operating controls. |
| X | | | 5. Brush clean air-cooled condensers once per year. |
| | X | | 6. Power wash condensers once per year. |
| | X | | 7. Separation of condenser coils. |
| X | | | 8. Check belt alignment and tension. |
| X | | | 9. Check voltages and motor amperage. |
| X | | | 10. Tighten electrical connections. |
| X | | | 11. Check economizer and low-ambient operation. |
| X | | | 12. Check crank case heaters. |
| X | | | 13. Check drain pans and drain line heaters. |
| X | | | 14. Check operating pressures. |
| | | X | 15. Check defrost cycle. |
| X | | | 16. Check and record compressor discharge temperature. |
| | | X | 17. Check condensate and circulation pumps. |
| | | X | 18. Drain, fill and vent chilled water system. |
| | | X | 19. Drain and winterize water cooled condensing units. |
| | X | | 20. Drain and winterize chilled water coils. |
| | | X | 21. Check VAV boxes and controls |
| | | X | 22. Lubricate and adjust tower floats and linkages. |
| | | X | 23. Check tower blow-down valve. |
| | | X | 24. Lubricate tower fan drives. |
| | | X | 25. Fill and vent towers and condenser circuit. |
| | | X | 26. Clean tower sump. |
| | | X | 27. Clean tower nozzles, header not included. |
| | | X | 28. Drain and winterize cooling tower lines. |

Included Not Included N/A

HEATING EQUIPMENT TASK LIST

- | | | | |
|---|---|---|---|
| X | | | 1. Check safety and operating controls. |
| | X | | 2. Check combustion analysis on boilers. |
| X | | | 3. Clean furnace yearly. |
| | X | | 4. Brush clean boiler fire tubes yearly. |
| X | | | 5. Inspect fireside of boiler/furnace. |
| X | | | 6. Visually inspect for boiler leaks. |
| X | | | 7. Check water level. |
| | X | | 8. Drain, fill and vent of hot water system. |
| X | | | 9. Check water pressure and relief valves. |
| X | | | 10. Check heating coils annually. |
| X | | | 11. Check strainers, control valves, freeze stats and traps on air handling units. |
| X | | | 12. Check heat-exchangers annually. |
| X | | | 13. Check pumps, including vacuum, circulating, condensate, and make-up system pumps. |
| | X | | 14. Clean and flush waterside of boiler. |
| | | X | 15. Air filters required for high efficiency boilers once per year. |



TERMS AND CONDITIONS

1. The identification, detection, encapsulation, removal or disposal of asbestos, or products or materials containing other hazardous substances is beyond the scope of this Agreement and Murphy & Miller is not required to perform same.
2. Murphy & Miller's maximum liability based upon any legal claim or cause of action (except for personal injury), shall not exceed the yearly contract price of this Agreement.
3. Customer shall permit free and timely access to the building and equipment, permit use of the building services, allow Murphy & Miller to start and stop the equipment as necessary, keep areas adjacent to the equipment free of extraneous materials, and move or alter any stock, fixtures, walls or partitions as needed to perform the work under this Agreement.
4. Murphy & Miller warrants that labor provided under this Agreement will be performed in a workmanlike manner. However, no claim for defective workmanship may be brought upon any cause of action, unless customer has provided Murphy & Miller with written notice of such defects within the ninety-day period following the termination date of this Agreement.
5. Murphy & Miller shall not be required to furnish any items of equipment or labor recommended or required by Insurance Companies, Government, State, Municipal or other Authorities, unless paid for by the Customer.
6. In the event of termination by the Customer, Customer agrees to pay for all work performed since the last contract renewal date (or if no renewal, since inception) at Murphy & Miller's labor and material rates prevailing at the time of termination. The Customer's contract payments for the period since renewal (or if no renewal, since inception) shall be credited against Murphy & Miller's labor and material bill and the Customer shall pay for any shortfall or receive any refund due on the difference between the amount paid and the amount billed due to termination..
7. Customer warrants that it is either the owner of the Premises or the owner's duly authorized agent empowered to enter into this Agreement on the owner's behalf. If the Customer is not the owner, it agrees to provide the owner with an executed copy of this Agreement.
8. Customer agrees to pay interest on any sums outstanding and past due computed at 2% per annum over the current prime rate of interest set by Libor or at highest lawful rate if the rate is lower.
9. Customer agrees to pay all of Murphy & Miller's costs and expenses incurred in enforcing Murphy & Miller's rights or remedies hereunder or any of the terms hereof, including but not limited to, Murphy & Miller's reasonable attorneys' fees and court costs.
10. This Agreement does not include repairs to the system(s) or equipment, the provision or installation of components or parts, or service calls requested by the customer. These services will be charged for at Murphy & Miller's service rates then in effect.
11. Murphy & Miller's time to perform its obligations hereunder shall be extended as necessary if Murphy & Miller's performance is partially or wholly delayed by parts or equipment unavailability, strikes, lockouts or other labor difficulties of any kind; transportation delays; casualty; war, rebellion, or riot, acts of God or government or any cause whatsoever beyond Murphy & Miller's reasonable control. Murphy & Miller's duty to perform any work delayed for the above reasons ceases upon termination of this Agreement.
12. Murphy & Miller shall not be liable for any incidental, special, indirect or consequential damages suffered by the Customer including (without limiting the foregoing) loss of business or profits, loss of use, increased operating or maintenance expenses, claims of Customer's tenants or clients, food spoilage, damage to the Customer's premises, or loss of business opportunity.
13. Murphy & Miller is only responsible for equipment itemized on the attached equipment list. With respect to the equipment listed in this Agreement, the Customer agrees to have service or repairs not covered by this Agreement done promptly so as not to interfere with Murphy & Miller's performance hereunder. Any work not covered by this Agreement and performed by Murphy & Miller shall be at its prevailing material and labor rates.
14. Corrections of the design or installation of Customer's equipment is beyond the scope of this Agreement and Murphy & Miller is not required to perform same.
15. Deliming or cleaning of water cooling towers, evaporative condensers, or water cooled condensers, is not covered by this Agreement unless specified as part of the Agreement.
16. Customer shall make available to Murphy & Miller's personnel all pertinent material safety data sheets (MSDS) pursuant to OSHA's hazard communications standard regulations.
17. This Agreement is entitled "Preventive Maintenance Agreement" because the work listed is designed to help prevent breakdowns of the Customer's equipment. The Customer understands and agrees that breakdowns may nonetheless occur and that Murphy & Miller has not undertaken to prevent all equipment breakdowns, but only perform the work listed.



18. No other Agreement, oral or written, expressed or implied, shall limit or qualify the terms of this Agreement, unless such an additional Agreement is accepted by both parties in writing.
19. Murphy & Miller is entitled to discontinue its performance under this Agreement at any time payments are past due.

ADDITIONAL PROVISIONS:

CUSTOMER TO SUPPLY FILTERS & BELTS; MURPHY & MILLER WILL REPLACE AS NEEDED AT THE TIME OF EACH INSPECTION.

CUSTOMER IS RESPONSIBLE TO CHANGE FILTERS AT TRAIN STATION WHEN NEEDED DUE TO DIESEL DUST.

MURPHY & MILLER TO TEST GLYCOL IN THE FALL ON THE TRAIN STATION CHILLER; IF GLYCOL NEEDS TO BE ADDED A SEPARATE CHARGE WILL APPLY.





LOCATIONS COVERED UNDER THIS AGREEMENT

SITE	ADDRESS
PUBLIC SAFETY GARAGE	17355 S. 68TH COURT
VILLAGE HALL	16250 S. OAK PARK AVENUE
TRAIN STATION	17381 S. OAK PARK AVENUE
POLICE STATION	7850 W. 183RD STREET
FIRE STATION #2	7825 167TH STREET
FIRE STATION #3	9191 175TH STREET
FIRE STATION #4	7801 W. 191ST STREET



EQUIPMENT COVERED UNDER THIS CONTRACT

VILLAGE HALL – 16250 S. OAK PARK AVENUE

QTY	UNIT MAKE	DESCRIPTION	MODEL #	SERIAL #	LOCATON
1	TRANE	AIR COND AIR COOLED CONDENSING UNIT	RAUCC30EBY0 30BD	C07C03130	TBD
1	TRANE	VENTILATION AIR HANDLING UNIT	TBD	KB7A24780	TBD
1	WEIL MCLAIN	HEATING BOILER GAS FIRED	LGB-6	2	EQUIPMENT ROOM
1	WEIL MCLAIN	HEATING BOILER GAS FIRED	LGB-7	CP1301403	EQUIPMENT ROOM
1	CARRIER	VENTILATION AIR HANDLING UNIT	39TH17MDAC5 -BCJ1	0997F57289	TBD
1	TRANE	VENTILATION AIR HANDLING UNIT	TBD	L87A24781	GROUND
1	TRANE	AIR COND AIR COOLED CONDENSING UNIT	TBD	TBD	GROUND
1	CARRIER	AIR COND AIR COOLED CONDENSING UNIT	TBD	TBD	TBD
1	CARRIER	AIR COND AIR COOLED CONDENSING UNIT	38AKS024-5	1097F57939	TBD

POLICE STATION – 7850 W. 183RD STREET

QTY	UNIT MAKE	DESCRIPTION	MODEL #	SERIAL #	LOCATON
1	RITE	HEATING BOILER GAS FIRED	135WGA	25901	TBD
1	RITE	HEATING BOILER GAS FIRED	135WGA	25902	TBD
1	CARRIER	AIR COND ROOFTOP COMB HEAT/COOL	50EK044- 501FD	1297F61592	ROOF
1	CARRIER	AIR COND ROOFTOP COMB HEAT/COOL	50EK044- 511FD	2697F76436	ROOF

TRAIN STATION – 17381 S. OAK PARK AVENUE

QTY	UNIT MAKE	DESCRIPTION	MODEL #	SERIAL #	LOCATON
1	CARRIER	VENTILATION AIR HANDLING UNIT	39MN08A00 298823SXS	KB7A24780	TBD
1	CARRIER	HEATING FURNACE GAS	58MCA040-108	TBD	TBD
1	STERLING	HEATING DUCT HEATER	TBD	TBD	TBD
1	CARRIER	AIR COND CHILLER RECIPROCATING	30RAN01 8CE-511CX	4102F83695	TBD



EQUIPMENT COVERED UNDER THIS CONTRACT

PUBLIC SAFETY GARAGE POST #12 – 17355 S. 68TH COURT

QTY	UNIT MAKE	DESCRIPTION	MODEL #	SERIAL #	LOCATON
1	CARRIER	AIR COND ROOFTOP COMB HEAT/COOL	48TM0 08-500	1106G40640	ROOF
1	CARRIER	AIR COND ROOFTOP COMB HEAT/COOL	48TME00 6-500	TBD	ROOF
1	CARRIER	AIR COND ROOFTOP COMB HEAT/COOL	48TME00 6-500	1507G02019	ROOF
1	CARRIER	AIR COND ROOFTOP COMB HEAT/COOL	48TME0 05-500	TBD	ROOF
1	CARRIER	AIR COND ROOFTOP COMB HEAT/COOL	48KHA0 48-500	1687C64527	ROOF
1	COMFORT-AIRE	AIR COND ROOFTOP COMB HEAT/COOL	PCT60-3A	3406116728	ROOF
1	BRYANT	AIR COND ROOFTOP COMB HEAT/COOL	585JPW036 125ABEG	0286C46566	ROOF
1	CARRIER	VENTILATION AIR HANDLING UNIT	TBD	TBD	TBD
1	TBD	VENTILATION AIR HANDLING UNIT	TBD	TBD	TBD
1	CARRIER	AIR COND AIR COOLED CONDENSING UNIT	38EH0183 100L	2987E39495	TBD
1	GOODMAN	AIR COND AIR COOLED CONDENSING UNIT	CKL24-1F	203445423	TBD
1	CARRIER	AIR COND AIR COOLED CONDENSING UNIT	38ARZ0 08-500	0504G40066	TBD
1	CARRIER	AIR COND AIR COOLED CONDENSING UNIT	38AKS02 4-500	2607G50045	TBD
1	BRYAN	HEATING BOILER GAS FIRED	CL-210	38458	TBD

FIRE STATION #2

QTY	UNIT MAKE	DESCRIPTION	MODEL #	SERIAL #	LOCATON
1	CARRIER	AIR COND SPLIT SYSTEM W/AIR HANDLERS	UNKNOWN	UNKNOWN	EQUIPMENT ROOM

FIRE STATION #3

QTY	UNIT MAKE	DESCRIPTION	MODEL #	SERIAL #	LOCATON
1	REZNOR	HEATING MAKE UP AIR UNIT	UNKNOWN	UNKNOWN	ROOF



EQUIPMENT COVERED UNDER THIS CONTRACT

FIRE STATION #4

QTY	UNIT MAKE	DESCRIPTION	MODEL #	SERIAL #	LOCATON
1	REZNOR	HEATING MAKE UP AIR UNIT	UNKNOWN	UNKNOWN	ROOF
1	CARRIER	AIR COND SPLIT SYSTEM W/AIR HANDLERS	UNKNOWN	UNKNOWN	EQUIPMENT ROOM
1	CARRIER	AIR COND SLIT SYSTEM W/AIR HANDLERS	UNKNOWN	UNKNOWN	EQUIPMENT ROOM



Exhibit B

INSURANCE REQUIREMENTS

(See Risk Manager for Insurance Requirements)



Interoffice Memo

Date: June 6, 2019

To: David Niemeyer, Village Manager
Pat Carr, Assistant Village Manager

From: Terry Lusby, Jr., Facilities & Fleet Superintendent

Subject: Approve Service Contract: Total Automation Concepts, Inc.

Presented for June 11th, 2019 Public Works Committee Agenda discussion and possible action:

Description:

Approve a service contract with Total Automation Concepts, Inc. of Alsip, Illinois for the annual maintenance and inspection of Village Facilities Building Automation Systems. In general the scope of services includes:

1. Inspection of all field devices, controllers, and network elements for wear/damage
2. Routine preventive maintenance, technical assistance, and server/system updates
3. Equipment testing, calibration, and control repairs

Background: Public Works is tasked with proper upkeep of all Facilities Building Automation systems to optimize indoor air quality of all citizens and Village employees. Continual routine preventive maintenance and inspections assures optimal system working conditions and conserves the life span of vital Village owned equipment. For more than 27 years, Total Automation Concepts has been serving municipalities and commercial businesses throughout the South Suburbs, Northwest Indiana, and Greater Chicagoland area. Total Automation Concepts has utilized their extensive intricate knowledge of our Building Automation System to assist us with improving our building management model, reducing utility costs, optimizing indoor air quality, avoiding equipment failures, and optimizing our systems to operate at the most efficient levels.

The Village has contracted with Total Automation Concepts for approximately the past 10 years and found them to perform all contracted services satisfactorily.

Budget / Finance: Funding is budgeted and available in the approved FY19 Budget; Municipal Buildings Fund.

Budget Available	55,224.00
<u>Contract Amount</u>	<u>57,000.00</u>
Difference – Under Budget	\$1,776.00

Staff Direction Request:

1. Approve a service contract with Total Automation Concepts of Alsip, Illinois for the annual maintenance and inspections in the amount of \$55,224.00.
2. Direct staff as necessary.



VILLAGE OF TINLEY PARK

SERVICE CONTRACT

This contract is by and between the **Village of Tinley Park**, an Illinois home-rule municipal corporation (the "Village"), and **Total Automation Concepts, Inc.** (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 **Fifty Five Thousand Two Hundred and Twenty Four and 00/100 Dollars (\$55,224.00)**. Within thirty (30) 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 \$20,000.00. Changes in excess of this amount must be approved by the Village Board prior to commencement of the services or work. **If a requested change causes an increase or decrease in the cost of or time required for the performance of the contract, Contractor will agree to an equitable adjustment in the contract price or performance schedule, or both. Neither party is obligated to comply with requested changes unless and until both parties execute a written change order.**
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 Contractor's negligence under this Contract.**
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 negligence in its work to be performed hereunder. 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.
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.

Total Automation Concepts, Inc.
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.

Total Automation Concepts, Inc.
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.

Total Automation Concepts, Inc.
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.

Total Automation Concepts, Inc.
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)

Total Automation Concepts, Inc.
Name of Contractor (please print)

Submitted by (signature)

Title

Certificate of Compliance with Prevailing Wage Requirements

The undersigned hereby certifies that:

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://www.state.il.us/agency/idol/rates/rates.HTM>. 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.

Total Automation Concepts, Inc.
Name of Contractor (please print)

Submitted by (signature)

Title

Certificate of Compliance with the Village of Tinley Park Responsible Bidder Ordinance

The undersigned or the entity making the proposal or bid has reviewed and is in compliance with the Village of Tinley Park Responsible Bidder Ordinance No. 2009-O-002.

Total Automation Concepts, Inc.
Name of Contractor (please print)

Submitted by (signature)

Title

Total Automation Concepts, Inc.

BY: _____

_____ Date

Printed Name: _____

Title: _____

VILLAGE OF TINLEY PARK

BY: _____

_____ Date

Jacob C. Vandenberg, Mayor
(required if Contract is \$20,000 or more)

ATTEST:

Village Clerk
(required if Contract is \$20,000 or more)

_____ Date

VILLAGE OF TINLEY PARK

BY: _____

_____ Date

Village Manager

SCOPE OF SERVICES

Attached Scope of work for Village Facilities Building Temperature Controls as detailed in:

- **Proposal titled: Building Automation Service Agreement #TINLPK1 Commercial**

**BUILDING AUTOMATION SERVICE AGREEMENT #TINLPK1
COMMERCIAL**

Page 1 of 3

Purchaser

Village of Tinley Park
16250 Oak Park Ave
Tinley Park, Illinois 60477

This agreement includes planned maintenance services on your Schneider Electric building automation systems at the following locations:

- Village Hall – 16250 Oak Park Ave, Tinley Park, Il
- Police Department – 7850 W. 183rd Street, Tinley Park, Il
- Public Works – 7980 W. 183rd Street, Tinley Park, Il
- Oak Park Ave Train Station – 6700 South Street, Tinley Park, Il
- 80th Ave Train Station – 18001 80th Ave, Tinley Park, Il
- Fire Station 1 (Safety Building) – 17255 68th Court, Tinley Park, Il
- Fire Station 2 – 7825 W. 167th Street, Tinley Park, Il
- Fire Station 3 – 9191 175th Street, Tinley Park, Il
- Fire Station 4 – 7801 W. 191st Street, Tinley Park, Il

Total Automation Concepts will check all field devices, controllers and network elements as indicated below. This is recommended for all sites to maintain original condition of the installed and commissioned systems. This is accomplished by providing necessary testing and calibration, identifying detects and potential problem areas and reducing the likelihood that emergencies will occur.

This agreement will be performed during normal business hours (7:00am to 4:00pm, Monday thru Friday)

This agreement will be scheduled during the month of 9/2019.

This agreement is in effect for a period of one (1) year beginning **6/30/19** and ending **6/30/20**.

This agreement will include (3) additional quarterly inspections scheduled for 1/2020, 4/2020, 6/2020.

This agreement includes:

System Software Upgrades:

- This includes system and security software upgrades. You will receive the latest software and security revisions and documentation.
- All field devices will receive the latest necessary firmware upgrades.
- We will update your system once a year with these updates. At that time we will include on-site training to familiarize you with these new features as they are added to your system to be sure that you gain the full benefit of the latest product enhancements.

Database Protection:

- The database protection prepares your system to be restored in the event of damage to the system or the information contained within it. Upon completion of the system backup you will receive a copy of the backup and another copy will be stored off-site (with your approval) at our local office. This provides additional protection in the event of damage to your on-site copy.
- This agreement will include (1) backup routine a year, performed on the entire building automation system, including the front end work station or servers as well as your entire network of field controllers.

Building Automation Network Equipment and Field Controller Inspections:

- This includes planned maintenance routines performed on network interfaces, routers and field controllers.
- Checking the battery backup circuit, scan times and verifying control loops.

System Testing:

- System testing involves testing individual systems and validating items such as critical alarms, smoke control sequences and safety circuits. Results of this testing will verify proper operation of critical systems and identify any potential problems.

Remote Support Service:

- A service engineer or system programmer will assist you with troubleshooting software programs, PID loops and any other issues with which you need assistance.
- This includes (1) hour per month of remote support services. Additional remote services will be billed at preferred rates.
- You the customer are responsible for local system communication cost and access.

Priority Telephone Assistance:

- We will provide access to our emergency service call line which enables you to access our pool of on-call engineers, upon placing a call you will be asked details about your site, system and your contact number. An engineer will then contact you to discuss the problem and will attempt to identify the solution over the remote access.
- Should the engineer be unable to identify the solution remotely then he will advise you of the initial cost of a site visit and the availability of a service engineer.

This agreement provides you with preferential treatment as a Service Agreement Customer, and guarantees you same day service for Normal and Emergency Service calls.

This agreement gives you preferred labor rates which is 10% off Total Automation Concepts standard labor rates.

This agreement gives you 10% off all parts and labor on all repair service while under agreement.

This agreement maintain records of service inspections, indicating type of service, or adjustments made on the system by our technicians.

Any items found in need of repair or replacement during our inspections will be quoted to the customer for authorization to proceed.

This agreement does not include:

The items below are not included in this agreement, Labor and material will be billed at preferred rates with a four (4) hour minimum charge.

Repair/Emergency Services:

- Labor and material repair/replacement cost to your system.
- Labor and material repair/replacement will be performed during normal business hours (7:00am thru 4:00pm, Monday thru Friday) and will be billed at preferred rates with a (4) four hour minimum charge.
- **24 Hour Emergency Repair Service** including Saturdays, Sundays, and Holidays, labor and material preformed after normal working hours will be billed at premium rates with a (4) four hour minimum charge.

Short Term Cancellation Provision:

If the Purchaser cancels this Agreement short of the Full Term, the Return Premium shall be based upon 90% of the unearned Pro-Rated Premium less any service calls that have been performed and any equipment/material installed



5602 W. 120th Street
Alsip, Illinois 60803
Phone: 708-597-3143
Fax: 708-824-3845
www.ta-concepts.com

under this Agreement. If Total Automation Concepts cancels the Agreement short of full term, the Return Premium shall be based upon 100% of the Pro-Rated Premium

Agreement Cost: Monthly

The cost of this Agreement is **\$55,224.00**, payable in (12) equal monthly installments of **\$4,602.00** throughout the term of the Agreement.

Or

Agreement Cost: Quarterly

The cost of this Agreement is **\$55,224.00**, payable in (4) equal quarterly installments of **\$13,806.00** throughout the term of the Agreement.

Terms:

All invoices are due by the 10th of the month.

We will provide Certificates of Insurance upon request.

Acceptance:

Accepted Date: _____

Village of Tinley Park

Title: _____

Agreement #TINLPK1

Respectfully Submitted:

Total Automation Concepts, Inc.

Robert E. Chlum
Sales Engineer

Site Contact Information

Name:
Position:
Office Phone:
Cell Phone:
Fax #:
Email:
Special site notes:

Billing Information

Contact Name:
Position:
Office Phone:
Cell Phone:
Fax #:
Email:

Bill to address:

Attention to:

Billing Cycle: Monthly _____ Quarterly _____ Semiannually _____ Annually _____



Exhibit B

INSURANCE REQUIREMENTS

(See Risk Manager for Insurance Requirements)



ADDITIONAL REMARKS SCHEDULE

AGENCY Assurance Agency, Ltd		NAMED INSURED Total Automation Concepts Inc. 5602 W. 120th Street Alsip IL 60803	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

-Village and its officers, officials, Village President and Board of Trustees, agents, employees, volunteers, representatives, assigns, successors, transferees, licensees, invitees, and attorneys.



MEMORANDUM



TO: Public Works Committee

FROM: Brad Bettenhausen, Village Treasurer/Finance Director

RE: Ordinance 2019-O-032 – Amending Water Code provisions

DATE: 7 June 2019

The draft ordinance 2019-O-032 addresses three primary issues – Meter replacement, Delinquent/Shut-Off Notices, and Reinstatement of Service (Turn-On fees).

Meter Replacement

As you are aware, the Village previously initiated a program to replace all of the water meters and implement Advanced Metering Infrastructure (AMI) throughout the utility system. The AMI equipment has been installed and is operational. The meter change-outs have progressed, but there are approximately 2% of the meter population that we have been unsuccessful in obtaining access to the residence or other building in which they are installed. In many cases, the owner/occupant has refused to establish an appointment to accommodate the equipment change. There are currently 318 “Smart Meter” and 10 Rockwell meters that remain on the outstanding list of meters to be replaced. The Rockwell meters pre-date the “Smart Meters.” They are mechanical meters and highly likely to be under-recording consumption due to their considerable age.

With the introduction of the AMI, we are obtaining meter reading information for the new Sensus brand meters electronically. These older meters that have not been replaced require the Village to continue to send a person out to each address to obtain these readings. As these meters are not located in a common area, but are spread throughout the town, the meter reading process for these remaining old units takes considerably more time and efforts than in the past.

The Village has expended considerable efforts to schedule these replacements, but have either had no response, or direct refusal to allow technicians to change out these meters. To address these issues, Section 50.056 is being amended to create a new billing rate schedule that is double the normal utility rates. This is intended to both encourage compliance with the Village’s requests (and need) to replace these older meters; and to compensate the Village for the extra costs and efforts required to continue to maintain these meters in the system. These old meters are likely under registering consumption due to age. Additionally, it allows the Village to discontinue water service for failure to grant the Village access to the meter for inspection, service, if we do not otherwise obtain compliance.

Delinquent/Shut-Off Notices

For accounts that are 30 days or more delinquent, the Village currently prepares a “Red Card” notice which is then hand delivered to the service location. If no one is home, this Red Card is placed on the door. The Red Card notice advises that if the bill is not paid within 72 hours (3 days), the water will be shut off. By design, the Red Card is intended to catch the attention of the owner/occupant. From time to time, we have received “privacy” complaints/concerns about the visibility of the “Red Card” by neighbors or others besides the intended resident/customer ‘target.” The process of delivering the Red Cards is also quite time consuming and it often can take several days to complete the distribution of cards.

Following the concepts of LeanSixSigma, it is proposed to change the method of delivery of the Delinquent Notice to a letter format that will be mailed by US Priority Mail. This change in delivery method will address the “privacy” concerns as well as provide us independent tracking of the mailing to know when it was delivered. A delinquency charge of \$25 is being introduced to cover the costs of the notice and delivery. In this way, it is intended that the extra costs of the collection efforts are not borne by the larger customer population who pay on time. Water would be shut off no sooner than 72 hours (3 days) after the mailing was delivered which allows the recipient sufficient time to address the matter before service is potentially disconnected.

Reinstatement of Service

Currently, the Village Code provides a fee of \$25 to turn on the water service after it has been disconnected. This fee has not been changed in decades. After an analysis of the labor costs associated with turning off and turning on the water service for a delinquency or non-compliance, it is determined that the fee should be changed to \$150 to cover the associated costs. As noted above, these costs should not be borne by larger customer population who are compliant with the utility service provisions.

DRAFT ORDINANCE

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

ORDINANCE
NO. 2019-O-032

**AN ORDINANCE AMENDING TITLE V CHAPTER 50 OF THE TINLEY PARK
MUNICIPAL CODE ENTITLED "WATER" PERTAINING TO THE REPLACEMENT
OF WATER METERS, DELINQUENT NOTICES, AND RECONNECTION FEES**

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

CYNTHIA A. BERG
WILLIAM P. BRADY
WILLIAM A. BRENNAN
DIANE M. GALANTE
MICHAEL W. GLOTZ
MICHAEL G. MUELLER
Board of Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park
Peterson, Johnson, & Murray Chicago, LLC, Village Attorneys
200 W. Adams, Suite 2125 Chicago, IL 60606

DRAFT ORDINANCE

VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

ORDINANCE NO. 2019-O-032

AN ORDINANCE AMENDING TITLE V CHAPTER 50 OF THE TINLEY PARK MUNICIPAL CODE ENTITLED “WATER” PERTAINING TO THE REPLACEMENT OF WATER METERS, DELINQUENT NOTICES, AND RECONNECTION FEES

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, the Village of Tinley Park (“Village”) desires to periodically update and modernize its water meters throughout the Village to allow for more accurate water usage tracking and collection practices; and

WHEREAS, in furtherance of such goals, the Village desires to amend its Title V of the Village Code Chapter 50 entitled “WATER,” to regulate and describe the Village’s authority to update and modernize water meters used throughout the Village; and

WHEREAS, the Village wishes to improve its method of delivery of delinquent notices for unpaid utility services rendered prior to discontinuance of service; and

WHEREAS, the Village finds the need to update the charges for reinstatement of utility services to cover the costs associated therewith; and

WHEREAS, the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interest of the Village and its residents to amend Title V Chapter 50 pursuant to this Ordinance; and

NOW, THEREFORE, BE IT ORDAINED 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: That Title V Chapter 50 entitled “WATER,” is hereby amended by deleting the strikethrough language and adding the underlined language as follows:

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§ 50.056 PURCHASING OR REPLACING METERS.

~~All water meters used to measure water purchased or otherwise obtained from the water system of the village shall be purchased from the village. This amount shall be paid to the village before any water service is connected to the water mains. Where an old meter becomes worn beyond repair and is no longer serviceable, it shall be replaced by the village at no expense to the customer. Where a customer wishes to replace a serviceable meter with one of a different size, the customer shall pay to the village, before the replacement meter is installed, the difference between the salvage value of the meter to be replaced, as determined by the Director of Public Works, and the cost of the new meter.~~

All water meters used to measure water purchased or otherwise obtained from the water system of the Village shall be purchased from the Village. This amount shall be paid to the Village before any water service is connected to the water mains.

Where an old meter becomes worn beyond repair and/or the Director of Public Works declares that the water meter is no longer serviceable, it shall be replaced by the Village at no expense to the customer.

The person and/or property owner receiving water service shall provide the Village reasonable access to the meter for inspection, service, or replacement, upon request. It shall be the responsibility of the person and/or property owner receiving water service to provide the necessary time to the Village during normal business hours to access the water meter for such inspection, service, or replacement.

In the event access to the water meter is denied either by verbal or written notification, or by no response to a written notice, the Director of Public Works shall cause discontinuance of water service until this requirement is fully complied with and/or the Village shall have the authority to charge twice the normal rate to said person in accordance with this Chapter.

Any discontinuation of water service will occur only after notice and an opportunity for hearing in the same manner as provided in § 50.021.

The fee for Reinstatement of Service, as provided in § 50.029, shall be charged to the person and/or property owner receiving water service if such water service is discontinued as a result of non-compliance with this Section.

Where a customer wishes to replace a serviceable meter with one of a different size, the customer shall pay to the Village, the difference between the salvage value of the meter to be replaced, as determined by the Director of Public Works, and the cost of the new meter. Such payment shall be made before the replacement meter is installed.

SECTION 3: That Title V Chapter 50 entitled “WATER,” is hereby amended by deleting the strikethrough language and adding the underlined language as follows:

DRAFT ORDINANCE

§ 50.028 DELINQUENT PAYMENT; SERVICE DISCONTINUATION; HEARING; LIEN.

~~(A) In the event the charges for service are not paid within 30 days after rendition of the bill for service, the charges shall be deemed delinquent and notice of discontinuation of service and the filing of a lien against the property in the amount of the delinquency shall be sent in writing to the taxpayer whose name appears on the taxbill for the parcel as the owner of the premises, the occupant of the premises, and the user of the service by U.S. mail, postage prepaid. Such notices shall state that the delinquency could create a lien on the property and that discontinuation of service shall occur within 72 hours of the date of the notice unless within that time period the village receives a written request from the owner, occupant or user stating a desire to dispute or discuss the delinquent payment in which case a hearing will be scheduled before the Village Manager, or a designee, prior to discontinuation of service.~~

(A) In the event the charges for service are not paid within 30 days after rendition of the bill for service, the charges shall be deemed delinquent and notice of discontinuation of service in the amount of the delinquency shall be sent in writing to the taxpayer whose name appears on the real estate tax bill for the parcel as the owner of the premises, the occupant of the premises, and the user of the service by U.S. Priority Mail. Such notices shall state that the delinquency could create a lien on the property and that discontinuation of service shall occur within 72 hours of the date of delivery of the notice unless within that time period the Village receives a written request from the owner, occupant or user stating a desire to dispute or discuss the delinquent payment in which case a hearing will be scheduled before the Village Manager, or a designee, prior to discontinuation of service. In addition to such notice, the account shall be assessed a Delinquency Notice Charge in the amount of \$25.

(B) In the case of buildings with three or more residential apartments, notice of discontinuation of service shall be provided to all tenants pursuant to the provisions of the Rental Property Utility Service Act (ILCS Ch. 765, Act 735 § 1 et seq.) by posting a notice to be printed on red paper, with the words "Notice of Utility Termination" printed in 36 point bold face type, the remainder in 14 point bold face type, stating: 1) that no sooner than 10 days after posting, service will be terminated; 2) that tenants have the right to pay the bill and deduct the amount from rental payments or petition the court for a receiver to be appointed to collect rents and remit a portion of the rents for payment of the utility bills directly; 3) the dollar amount due and owing and the average monthly bill; 4) the name and telephone number of a legal services agency where the tenants may obtain free legal assistance; and 5) the warning: 'It is unlawful for the landlord or his or her agent to alter, deface, tamper with, or remove this notice. A landlord or his or her agent who violates this provision is guilty of a Class C misdemeanor.'

(C) If the bill remains unpaid and the owner, occupant or user does not request a hearing within the time allowed under Subsection (A), fails to appear for a scheduled hearing or does not successfully dispute the bill at the hearing or come to a settlement in relation to the bill, ~~notice shall be posted on the property that service will be discontinued any time subsequent to 48 hours~~

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~~after the day of posting. To obtain service after discontinuation, all charges and fees related to discontinuation and re-connection of service must be paid. such utility service shall be disconnected at the Village's convenience as provided under Subsection (A).~~

(D) If the bill remains unpaid and the owner, occupant or user does not request a hearing within the time allowed under Subsection (A), fails to appear for a scheduled hearing or does not successfully dispute the bill at the hearing or come to a settlement in relation to the bill; a Notice of Lien ~~shall~~ may be prepared consisting of a sworn statement setting out a description of the real estate upon or for which service was supplied, the amounts of moneys due, and the date or dates when the amounts became delinquent. A copy of the Notice of Lien shall be sent to the taxpayer whose name appears of the tax bill as the owner or owners of record of the property and shall be recorded by the ~~village~~ Village in the office of the County Recorder in the county in which the property is located. In all cases where a lien has been recorded, to release the lien a fee of ~~\$50~~ \$200 shall be charged in addition to the delinquent and current charges, including such additional charges as provided under this Section, § 50.029, § 50.030 or § 50.056.

(E) Property subject ~~to~~ to lien for unpaid utility charges ~~shall~~ may be sold for nonpayment of same at the discretion of the Village, ~~and the~~ The proceeds of the sale shall be applied to pay the charges, after deducting the costs, as is the case in the foreclosure of statutory liens. A foreclosure shall be by bill in equity in the name of the Village. When directed by the President and Board of Trustees of the ~~village~~ Village, the Village Attorney is authorized and directed to institute proceedings in a civil action in the name of the ~~village~~ Village in any court having jurisdiction of such matters, to recover the money due for services rendered plus reasonable attorneys' fees as provided under Section § 50.030. Judgment in such a civil action shall operate as a release and waiver of the lien for the amount of the judgment.

(F) Purchasers of property which has accumulated unpaid bills for utility service are liable, as subsequent owners of the property, for the unpaid charges for the prior service, plus any fees or fines related thereto. Future utility service will be denied if said amounts are not paid upon purchase; and/or the ~~village~~ Village may act to foreclose any utility lien filed against the property.

SECTION 4: That Title V Chapter 50 entitled "WATER," is hereby amended by deleting the strikethrough language and adding the underlined language as follows:

~~§ 50.029 DELINQUENT PAYMENT; REINSTATEMENT OF SERVICE.~~

~~—If the charges for service are not paid within 30 days after rendition of the bill for service, service shall be discontinued after notice and hearing in the same manner as provided for in § 50.028. Service shall not be reinstated until all past due bills including the additional charges thereon are paid in full, together with payment of \$25 for reinstating service, and reimbursement of any attorney's fees as provided in § 50.030.~~

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§ 50.029 REINSTATEMENT OF SERVICE.

If service shall be discontinued as provided for in § 50.028 or § 50.056. Service shall not be reinstated until all outstanding balances, including any and all additional charges thereon are paid in full. Such additional charges shall include the charges provided in § 50.028, and reimbursement of any attorney's fees as provided in § 50.030. In addition to the aforementioned, the payment of \$150 for Reinstatement of Service is required.

SECTION 4: Any policy, resolution, or ordinance of the Village that conflicts with the provisions of this Ordinance shall be and is hereby repealed to the extent of such conflict.

SECTION 5: That this Ordinance shall be in full force and effect from and after its adoption and approval.

SECTION 5: That the Village Clerk is hereby ordered and directed to publish this Ordinance in pamphlet form, and this Ordinance shall be in full force and effect from and after its passage, approval, and publication as required by law.

PASSED THIS ____ day of _____, 2019.

AYES:

NAYS:

ABSENT:

APPROVED THIS ____ day of _____, 2019.

VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK

DRAFT ORDINANCE

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 Ordinance No. 2019-O-032, “AN ORDINANCE AMENDING TITLE V CHAPTER 50 OF THE TINLEY PARK MUNICIPAL CODE ENTITLED “WATER” PERTAINING TO THE REPLACEMENT OF WATER METERS, DELINQUENT NOTICES, AND RECONNECTION FEES.” which was adopted by the President and Board of Trustees of the Village of Tinley Park on _____, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this ____ day of _____, 2019.

KRISTIN A. THIRION, VILLAGE CLERK

**PUBLIC
COMMENT**

ADJOURNMENT