

# **NOTICE OF STANDING COMMITTEES**

Scheduled for  
Tuesday, July 9, 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, August 13, 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 JULY 9, 2019.
3. DISCUSS INTERGOVERNMENTAL AGREEMENT (IGA) WITH THE TINLEY PARK-PARK DISTRICT FOR USE OF PROPERTY – VOLUNTEER PARK.
4. RECEIVE UPDATE ON 80<sup>TH</sup> AVENUE BRIDGE PROJECT.
5. DISCUSS FEE STUDY-TEXT AMENDMENT – WATER & SEWER CONNECTION FEES.
6. DISCUSS AWARDING THE CONTRACT FOR THE 2019 SIDEWALK GAP PROJECT.
7. DISCUSS DOWNTOWN HOLIDAY DECORATIONS:
  - a. PURPOSED PURCHASE OF NEW DECORATIONS; AND
  - b. RENEWAL OF SERVICE CONTRACT.
8. DISCUSS CUL-DE-SAC SNOW REMOVAL CONTRACT RENEWAL.
9. DISCUSS PARKING LOT SNOW REMOVAL CONTRACT RENEWAL.
10. RECEIVE COMMENTS FROM THE PUBLIC.

ADJOURNMENT

KRISTIN A. THIRION  
VILLAGE CLERK

**MINUTES**  
**Public Works Committee**  
**July 9, 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: None

Staff Present: D. Niemeyer, Village Manager  
P. Carr, Assistant Village Manager  
B. Bettenhausen, Village Treasurer  
P. Connelly, Village Attorney  
F. Reeder, Fire Chief  
D. Riordan, Deputy Fire Chief/Fire Prevention  
S. Tencza, Patrol Commander  
J. Urbanski, Assistant Public Works Director  
L. Valley, Executive Assistant to the Manager and Trustees  
H. Lipman, Management Analyst  
C. Mikrut, Intern  
L. Carollo, Commission/Committee Secretary

**Item #1** - The meeting of the Public Works Committee was called to order at 6:30 p.m.

**Item #2 – CONSIDER APPROVAL OF THE MINUTES OF THE PUBLIC WORKS COMMITTEE MEETING HELD ON JUNE 11, 2019 AND THE SPECIAL PUBLIC WORKS COMMITTEE MEETING HELD ON JUNE 18, 2019** – Motion was made by Chairman Glotz, seconded by Trustee Brady, to approve the minutes of the Public Works Committee meeting held on June 11, 2019 and the Special Public Works Committee meeting held on June 18, 2019. Vote by voice call. Chairman Glotz declared the motion carried.

**Item #3 – DISCUSS WASTE & RECYCLING CONTRACT** - The Village and Homewood Disposal entered into an agreement on September 28, 1993, followed by an extension on September 30, 2011. The current agreement includes providing weekly collection of municipal waste and landscape waste, along with a biweekly collection of recyclables. The current agreement with Homewood Disposal will expire in September 2019.

Per Village Board direction, staff explored multiple options to potentially improve garbage and recycling collections through a contract extension or Request for Proposal (RFP)/bid of collection services. Staff received three (3) qualified proposals from Homewood Disposal Services, Waste Management and Republic Services.

Staff recommended retaining Homewood Disposal and negotiating an eight (8) year contract for a monthly price of \$24.49 per household, per month with a 3.5% annual escalator, for which Homewood Disposal has agreed. Additional services include single family unlimited refuse, recycling and

landscape waste per contract terms; collection of bulk items; a 100% disabled veteran discount; a 5% senior citizen discount; Christmas tree collection; e-Waste collection twice yearly and condo/townhome HOA optional service.

Representatives from the Environmental Enhancement Commission (EEC) were present and directed recycling and e-waste questions to representatives from Homewood Disposal, who were also present. E-waste will include two (2) TVs per household yearly. Frank Hillemonds from Homewood Disposal stated residents will call Homewood Disposal for e-waste pickup since a separate truck will be needed. A list of e-waste materials will be provided to residents. Condo/townhome HOA optional service cost would be \$22.50 individually and \$21 per unit through the Homeowners Association, and recycling would be provided.

Motion was made by Chairman Glotz, seconded by Trustee Brennan, to recommend retaining Homewood Disposal and negotiating an eight (8) year contract for above monthly prices, with a 3.5% annual escalator, be brought forward to the Village Board meeting scheduled July 16, 2019. Vote by voice. Chairman Glotz declared the motion carried.

**Item #4 – DISCUSS CRACK SEALING** - The Village contracts an annual maintenance program to seal cracks in existing streets throughout the Village. The crack filling material fills the cracks and keeps the majority of the water out of the pavement base and subbase, which reduces pavement deterioration.

Denler, Inc. was awarded the FY-2019 contract, with the option of two (2) renewable years. FY-2020 would be the second year for this maintenance contract. The project includes crack sealing of various Village streets and municipal parking lots at the same unit prices awarded in the first year of the contract.

Staff recommended a second year contract approval with Denler, Inc., in the amount of \$125,240.00.

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

Motion was made by Chairman Glotz, seconded by Trustee Brennan, to recommend a second year contract to Denler, Inc., in the amount of \$125,240.00, be brought forward to the Village Board meeting scheduled July 16, 2019. Vote by voice. Chairman Glotz declared the motion carried.

**Item #5 – DISCUSS HYDRANT PAINTING** - An RFQ (Request for Qualifications) was awarded to Cryder Enterprises last year, which was intended to be renewable for three (3) one-year contracts, however, this verbiage was missed in the issued copy. The RFQ process was utilized last year due to specifics listed beyond typical painting scopes and was established due to a history of unsatisfactory work provided from low bidders. Previous contractors were unable to complete the work within set deadlines and work completed did not meet Village standards. Staff requested an additional year extension of the previously approved RFQ, continue with Cryder Enterprises and waive the bidding process. Cryder Enterprises' work has already proven to last much longer than previous contractors. Cryder Enterprises has agreed to paint each fire hydrant at \$83.00, which is the same as last year. Other painters were contacted for pricing, however, were unable to compete with Cryder.

P. Connelly, Village Attorney explained to the Committee the Village Board has the right to waive competitive bidding, what it entails and why it is reasonable to do so. Chairman Glotz requested a copy of certified payroll for all Public Works items prior to releasing funds. Chairman Glotz asked if the Committee had any questions. No one came forward.

Motion was made by Chairman Glotz, seconded by Trustee Brady, to recommend approval to waive competitive bidding and annual continuation of services from Cryder Enterprises to paint fire hydrants

throughout the Village, in an amount not to exceed \$117,130.00, be brought forward to the Village Board meeting scheduled July 16, 2019. Vote by voice. Chairman Glotz declared the motion carried.

**Item #6 – DISCUSS CONTRACT APPROVAL FOR LED STREET LIGHTING REPLACEMENT**

**- PHASE 3** - Public Works completed phase 1 and phase 2 of the LED Street Lighting Replacement Project in FY-2017 and 2018, respectively. Project benefits include but are not limited to energy consumption decrease to a third of current usage, consumption cost savings, live notification of outages and damages and maintenance requirement reductions. Work description consists of removal and replacement of street lighting luminaires within specified areas. Scope of work includes demolition and removal of existing HID-type fixtures, electrical code standard verification of existing materials, necessary repair and replacement of luminaires with specified LED-type fixtures, as well as related repairs necessary for project completion.

Five (5) bids were opened and read publicly on Tuesday, July 2, 2019, by the Deputy Clerk with the Facilities Superintendent and Christopher Burke Engineering present and received as follows: John Burns Construction (\$335,307.00); Excel Electric, Inc. (\$352,259.00); H & H Electric (\$367,355.80); Utility Dynamics Corp (\$370,294.00) and Meade Electric (\$380,485.00). Funding in the amount of \$341,600.00 is available in the approved FY-2019 Capital Projects Budget.

Staff requested contract approval with the lowest responsible bidder, John Burns Construction, in an amount not to exceed \$335,307.00, for the LED Street Lighting Replacement - Phase 3 Project. Chairman Glotz asked if the Committee had any questions. No one came forward.

Motion was made by Chairman Glotz, seconded by Trustee Brady, to recommend contract approval with John Burns Construction, in an amount not to exceed \$335,307.00, for the LED Street Lighting Replacement - Phase 3 Project, be brought forward to the Village Board meeting scheduled July 16, 2019. Vote by voice. Chairman Glotz declared the motion carried.

**Item #7 – DISCUSS I.T. ROOM ARCHITECT RFQ (REQUEST FOR QUALIFICATIONS)** - An architect RFQ (Request for Qualifications) was released and staff conducted interviews with three (3) firms in May 2019, to determine the most appropriate firm the Village would enter into an agreement for creation of an I.T. room within the Public Safety building.

Based upon proposals, interviews and demonstration of qualifications, staff recommended approval of a Professional Services Contract with Cordogan Clark for architectural and engineering services at a cost of \$48,510.00 and construction management services at an initial cost of \$15,000.00 and 3% of final construction cost. Cordogan Clark offered competitive pricing. A GMP (Guaranteed Maximum Price) will be established as the scope is finalized and subcontractor bids are received. Current overall project estimate is roughly \$630,000. Brian Kronewitter, Executive Vice President of Cordogan Clark was present to answer any questions. Chairman Glotz asked if the Committee had any questions. No one came forward.

Motion was made by Chairman Glotz, seconded by Trustee Brennan, to recommend a Professional Services Contract with Cordogan Clark for architectural and engineering services be brought forward to the Village Board meeting scheduled July 16, 2019. Vote by voice. Chairman Glotz declared the motion carried.

**Item #8 – DISCUSS POST 7 FORCED MAIN PROJECT** - The Village has had multiple breaks in the forced main between Post 7 Lift Station (164th Street and Harlem Avenue) to east of Jean Lane on 167th Street. Two (2) emergency repairs were also performed of the forced sewer main at 167th Street and Normandy Drive at a cost of \$135,345.49. After investigation, it was determined the forced sewer main

could be lined, which would significantly decrease future pipe breaks. This project consists of cleaning and televising the sewer under 167th Street to determine pipe condition, as well as installation of CIPP (Cured-In Place Pipe) lining of the forced sewer main, which will be performed in multiple phases.

Three (3) bids were received ranging from \$1,061,770.00 to \$2,113,600.00. Funding in the amount of \$1,267,402.00 is available in the approved FY-2020 Budget.

Staff requested contract approval with Visu-Sewer in an amount not to exceed \$1,061,770.00, to perform improvements of the forced sanitary sewer main from Post 7. Chairman Glotz asked if the Committee had any questions. No one came forward.

Motion was made by Chairman Glotz, seconded by Trustee Brennan, to recommend contract approval with Visu-Sewer in an amount not to exceed \$1,061,770.00, to perform improvements of the forced sanitary sewer main from Post 7, be brought forward to the Village Board meeting scheduled July 16, 2019. Vote by voice. Chairman Glotz declared the motion carried.

**Item #9 – DISCUSS AWARD OF JOB ORDER CONTRACT FOR OFFICE AREA CONDENSING UNIT - EVAPORATOR COIL REPLACEMENT** - The Village Hall's original existing condensing unit and evaporator coil have experienced several failures and need to be updated for overall energy efficiency. F. H. Paschen would perform the services under an existing cooperative contract through the City of Naperville and may be utilized by other jurisdictions within Illinois. This contract may be used to expedite repair or alter construction services under an existing contract through the state to meet the competitive bidding requirement.

Staff requested authorization to replace the existing condensing unit and evaporator coil at the Village Hall utilizing the JOC (Job Order Contracting) procurement method at a cost of \$130,833.14. Funding in the amount of \$132,000.00 is available in the approved FY-20 Capital Projects Budget. In response to Trusty Brady's question, the Village currently has an annual HVAC maintenance agreement in place.

Motion was made by Chairman Glotz, seconded by Trustee Brennan, to recommend replacement of the condensing unit and evaporator coil at the Village Hall at a cost of \$130,833.14, utilizing the JOC procurement method, be brought forward to the Village Board meeting scheduled July 16, 2019. Vote by voice. Chairman Glotz declared the motion carried.

**Item #10 – DISCUSS AWARD OF JOB ORDER CONTRACT FOR COUNCIL CHAMBERS CONDENSING UNIT - AIR HANDLER REPLACEMENT** - The original existing condensing unit and air handler located within Council Chambers at Village Hall have experienced several failures and need to be updated for overall energy efficiency. F. H. Paschen would perform the services under an existing cooperative contract through the City of Naperville and may be utilized by other jurisdictions within Illinois. This contract may be used to expedite repair or alter construction services under an existing contract through the state to meet the competitive bidding requirement.

Staff requested authorization to replace the existing condensing unit and air handler at the Village Hall Council Chambers utilizing the JOC (Job Order Contracting) procurement method at a cost of \$149,849.13. Funding in the amount of \$156,000.00 is available in the approved FY-20 Capital Projects Budget. Chairman Glotz asked if the Committee had any questions. No one came forward.

Motion was made by Trustee Brennan, seconded by Chairman Glotz, to recommend to recommend replacement of the condensing unit and air handler at the Village Hall Council Chambers at a cost of \$149,849.13, utilizing the JOC procurement method, be brought forward to the Village Board meeting scheduled July 16, 2019. Vote by voice. Chairman Glotz declared the motion carried.

**Item #11 – DISCUSS WATER MAIN IMPROVEMENTS FOR:**

- a. 76th AVENUE AND NOTTINGHAM DRIVE;
- b. 70TH AVENUE AND 174TH PLACE;
- c. 174TH STREET AND ODELL AVENUE

The Village has a water main replacement program in place to replace aging infrastructure within the water system. Public Works has identified the above locations in need of replacement this year by the number of breaks on pipe, age of pipe and the number of residents/businesses experiencing interruption of water service during an emergency repair.

The Village advertised bids using an online bidding database (BHFX) in April 2019. Ten (10) contractors downloaded the bid packet and a total of four (4) contractors submitted bids for the project: Austin Tyler Construction, Spiess Construction, LGS Plumbing and M & J Underground. Bids ranged from \$726,212.64 to \$1,000,220.83. The legal notice was not published in the local newspaper for the project and as such, staff requested the competitive bidding process be waived based on the competitive bids submitted from the large number of contractors aware of the project.

Staff requested contract approval for water main improvements to Austin Tyler Construction in an amount not to exceed \$726,212.64. Funding in the amount of \$1,000,000.00 is available in the approved FY-20 Capital Projects Budget.

P. Connelly, Village Attorney once again stated to the Committee the Village Board has the right to waive competitive bidding, what it entails and why it is reasonable to do so. Chairman Glotz asked if the Committee had any questions. No one came forward.

Motion was made by Chairman Glotz, seconded by Trustee Brady, to recommend contract approval for water main improvements to Austin Tyler Construction in an amount not to exceed \$726,212.64, be brought forward to the Village Board meeting scheduled July 16, 2019. Vote by voice. Chairman Glotz declared the motion carried.

**Item #12 – RECEIVE COMMENTS FROM THE PUBLIC** - A resident questioned whether additional charges were included in the Waste & Recycling Contract. P. Carr, Assistant Village Manager stated fuel and environmental surcharges are included in the pricing and the 3.5% escalator would be annually. John Haneberg addressed the Committee with ongoing concerns of drainage and debris issues affecting his property, for which staff and Chairman Glotz will visit the property as well as follow up on the issues.

**ADJOURNMENT**

Motion was made by Chairman Glotz, seconded by Trustee Brennan, to adjourn this meeting of the Public Works Committee. Vote by voice call. Chairman Glotz declared the motion carried and adjourned the meeting at 7 p.m.

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# Interoffice Memo

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**Date:** August 9, 2019

**To:** Public Works Committee

**From:** David Niemeyer, Village Manager *DNM*

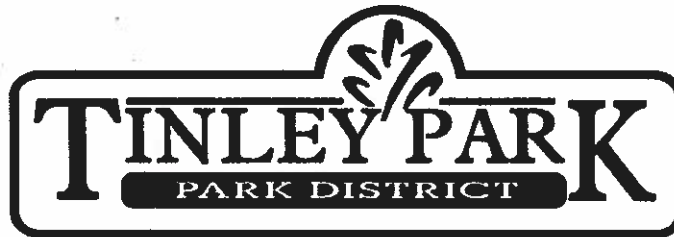
**cc:** Village Board  
Pat Carr, Assistant Village Manager  
Kevin Workowski, Public Works Director  
John Urbanski, Assistant Public Works Director  
Brad Bettenhausen, Village Treasurer  
Patrick Connelly, Village Attorney

**Subject:** Park District IGA - Volunteer Park

Attached is a letter from Shawn Roby, Park District Director, seeking to use Village owned property on the eastern edge of Volunteer Park and west of the homes on Iroquois Terrace for purposes of improving the park through an OSLAD grant. We would need to develop an intergovernmental agreement with the Park District to allow this. There are two maps attached. The first map shows the concept plan being presented with the Park District's OSLAD application staying completely on their property. The second map shows the concept plan that they would move toward with transfer or long-term IGA for property use. The Village will need to hold on to some of this area for storm sewer right of way purposes.

If the Public Works Committee supports this, the Committee should recommend that the Village Attorney draft an intergovernmental agreement between the Village and the Park District for use of this property.





July 26, 2019

David Niemeyer-Village Administrator  
16250 S. Oak Park Avenue  
Tinley Park, IL 60477

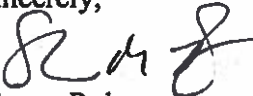
Mr. Niemeyer,

I am formally requesting consideration by the village to transfer property along the eastern edge of Volunteer Park (16860 Oak Park Avenue) and west of the homes on Iroquois Terrace to the park district. The park district has the opportunity to improve the park through the OSLAD program with the State of Illinois. I have had conversation in the past with you regarding the possible transfer of the property that was originally slated to be a road that would connect 175<sup>th</sup> Street and 179<sup>th</sup> Streets. My understanding at this point is that the original intent of a connecting road is no longer realistic.

The property in question would allow the park district to expand the existing park during the renovation. The process requires a minimum of an IGA with the Village of more than 30 years in length and or a complete ownership change.

I appreciate the consideration that the staff and board provide this idea. Please let me know if you need anything else.

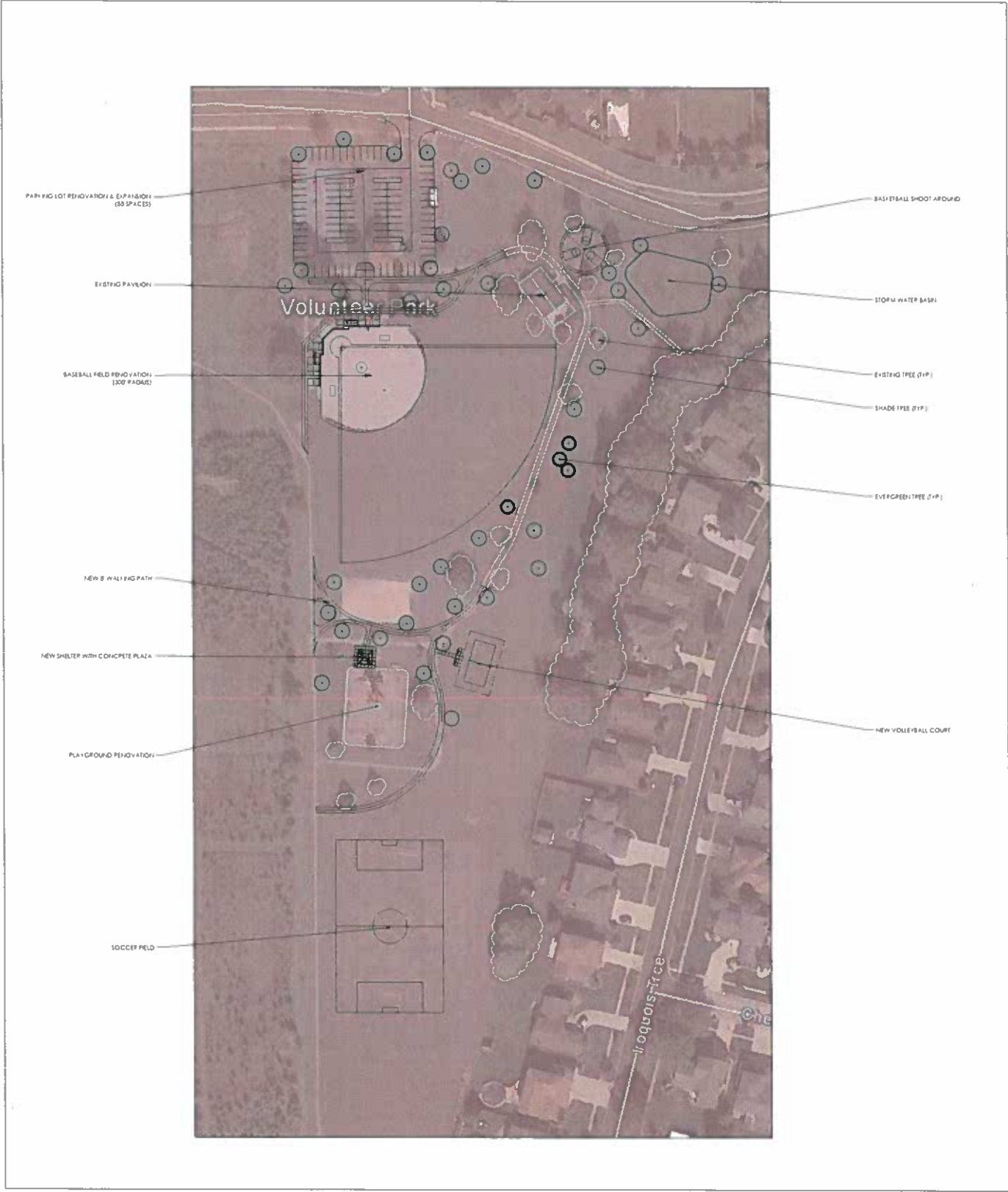
Sincerely,



Shawn Roby  
Executive Director

# Volunteer Park

## Concept Plan





Parking Lot Renovation & Expansion (88 Spaces)

Existing Pavilion

Baseball Field Renovation (300' Radius)

New 8' Walking Path

New Shelter with Concrete Plaza

Playground Renovation

Soccer Field

Storm Water Basin

Basketball Shoot Around

Existing Tree (Typ.)

Evergreen Tree

Shade Tree

New Volleyball Court





# Interoffice Memo

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**Date:** August 9, 2019

**To:** Public Works Committee

**From:** David Niemeyer, Village Manager

**cc:** Village Board  
Pat Carr, Assistant Village Manager  
Kevin Workowski, Public Works Director  
John Urbanski, Assistant Public Works Director  
Chris King, Village Engineer  
Patrick Connelly, Village Attorney

**Subject:** 80<sup>th</sup> Ave. Bridge Project

Attached are 2 memos regarding the 80<sup>th</sup> Ave. Bridge Project. Chris King will be giving an update on the next approval for the project, as well as review the additional improvements the Village will be paying for related to this project that was approved a year and a half ago.



**MEMO**

To: Kevin Workowski, Director of Public Works  
 From: Christopher J. King, PE

Date: February 13, 2018

Project/Subject: 80<sup>th</sup> Avenue Project Coordination with Will County

Project No: 12-238

This memo summarizes the guidance we need to give the Will County Highway Department on the 80<sup>th</sup> Avenue improvement from 191<sup>st</sup> Street to 183<sup>rd</sup> Street. This matter was last presented at the PW Committee meeting on October 10, 2017. We are at the point in the process that the Village needs to commit to the design elements that they want included in the plans, so the County plans can be changed if necessary.

The key elements discussed were:

1. Upgrades to the bridge to bring in any aesthetic improvements.
2. Sidewalks and Bike Paths.
3. Street Lighting
4. Landscape upgrades.
5. Possible jurisdictional transfer of the roadway (the roadway is a 1-mile deadend extension that the county is desirous of eliminating from their jurisdiction).

The cost summary is as follows:

	With 20% Contingency			PWC Request to	
	LEVEL 1	LEVEL 2	LEVEL 3	WCHD	COST
<b>REQUIRED ITEMS BY PERMIT</b>					
TRAFFIC SIGNALS				LOCAL SHARE	249,000
UPGRADED AND LED STREET LIGHTING					58,800
SIDEWALKS				LOCAL SHARE	156,000
					<b>463,800</b>
<b>UPGRADE COSTS</b>					
BRIDGE ENHANCEMENTS (RAILING)	33,000	115,200	482,400	Level 3	482,400
<b>INTERSECTIONS</b>					
183RD STREET	26,400	111,510	228,180	Level 2	111,510
185TH STREET	18,540	57,510	156,180	Level 1	18,540
191ST STREET	17,400	149,760	292,680	Level 2	149,760
				<i>Subtotal Intersections</i>	<b>279,810</b>
BIKE PATH (ONE SIDE AND ACROSS BRIDGE)				YES	937,200
				<i>Subtotal Upgrades</i>	<b>1,699,410</b>
				<b>GRAND TOTAL</b>	<b>2,163,210</b>

The column highlighted as "recommended" needs finalization from the village. To date, no agreement has been put in place to finalize any of these issues. The county is looking for the village to provide direction on those items that are required to be addressed in the Phase 1 report and which will impact the Phase 2 design costs.



MEMO

To: Dave Niemeyer, Village Manager
From: Will Dolan, Robinson Engineering

Date: July 26, 2019

Project/Subject: 80th Avenue and 191st Street

Project No: 08-545/12-238

The WCHD has successfully completed the Phase I Engineering for the 80th Avenue Reconstruction from 191st Street to 183rd Street. The Phase II Engineering for this roadway corridor has been split in two contracts with the first section at the intersection of 80th Avenue and 191st Street, and the second section as the remaining portion to the north up to 183rd Street including the replacement of the I-80 bridge. The Village of Tinley Park was successful in securing \$240,000 in federal STP funding for the first contract and will therefore take the lead on this portion. The 2nd contract is being administered by the WCHD separately. The Village is now ready to proceed with the Phase 2 Engineering (design plans) and right-of-way (ROW) acquisition, which is programmed for IDOT Fiscal Year 2019 at 80% Federal/20% Local funding.

The proposed improvement will improve operational efficiency and safety and provide bike and pedestrian facilities. The 80th Avenue corridor will be widened to a four-lane facility with a center barrier median between 191st Street and 183rd Street. The 80th Avenue bridge over I-80 will be completely replaced as well as the replacement of the triple barrel culvert at the Union Drainage Ditch. The intersection of 80th Avenue and 191st Street will include dual left-turn lanes on all four approaches. All approaches will also have an exclusive right-turn lane with a dual right-turn lane for the southbound approach. A 10' multi-use path will be constructed along the east side of 80th Avenue from Timber Drive near the Metra Station to Greenway Boulevard at the south end of the improvement where the bicycle network transitions to an on-road facility. The necessary ROW documentation, appraisals, and negotiations will also be completed during this stage of the project.

There are 2 IDOT Agreements that require Board approval for this project:

- The Local Agency Agreement, Phase II Engineering, provides for the 80% Federal funding not to exceed \$240,000. Please note that a sample resolution is attached for reference.
The Preliminary Engineering Services Agreement, Phase II Engineering, provides for the preparation of the Plans, Specifications and Cost Estimates for an IDOT letting with a cost not to exceed \$300,000.

Table with 4 columns: Expense Summary, Total Cost, Federal Share, Local Share. Row 1: FY 2019, \$300,000, \$240,000, \$60,000

17000 South Park Avenue
South Holland, IL 60473
(708) 331-6700 Fax (708) 331-3826

253 West 80th Place
Merrillville, IN 46410
(219) 791-0700 Fax (219) 791-0705


10045 Lincoln Highway
Frankfort, IL 60423
(815) 806-0300 Fax (815) 806-0301

304 W. Mondamin St. Suite 100
P.O. Box 880 Minooka, IL 60447
(815) 467-8490 Fax (815) 467-8491

628 Columbus St. Suite 205
Ottawa, IL 61350
(815) 433-0400 Fax (815) 433-0404

1137 E. 5000 N Rd.
Bourbonnais, IL 60914
(815) 806-0300 Fax (815) 929-3257



 <b>Illinois Department of Transportation</b> <b>Local Public Agency Agreement for Federal Participation</b>	Local Public Agency Village of Tinley Park	State Contract	Day Labor	Local Contract X	RR Force Account
	Section 18-00121-00-CH	Fund Type STU	ITEP, SRTS, or HSIP Number(s)		
Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
		D-91-252-18	OLDW(753)		

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "LPA", and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LPA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans prepared by, or on behalf of the LPA, approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as "FHWA".

**Location**

Local Name 80<sup>th</sup> Avenue Route FAU 2755 Length 0.5 mile  
 Termini @ 191<sup>st</sup> Street

Current Jurisdiction Will County TIP Number 07-10-0015 Existing Structure No NA

**Project Description**

Phase II Preliminary Engineering for the channelization of the intersection of 80<sup>th</sup> Avenue at 191<sup>st</sup> Street with traffic signals, street lighting, pavement widening, multiuse path, and associated appurtenances. Plat of Highways will be prepared for the right-of-way to be acquired.

**Division of Cost**

Type of Work	STU	%	%	LPA	%	Total
Participating Construction		( )	( )		( )	
Non-Participating Construction		( )	( )		( )	
Preliminary Engineering	240,000	( * )	( )	60,000	( BAL )	300,000
Construction Engineering		( )	( )		( )	
Right of Way		( )	( )		( )	
Railroads		( )	( )		( )	
Utilities		( )	( )		( )	
Materials						
<b>TOTAL</b>	<b>\$ 240,000</b>			<b>\$ 60,000</b>		<b>\$ 300,000</b>

\*Maximum FHWA (STU) Participation 80% not to exceed \$240,000

**NOTE:** The costs shown in the Division of Cost table are approximate and subject to change. The final LPA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

**Local Public Agency Appropriation**

By execution of this Agreement, the LPA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LPA share of project costs. A copy of the authorizing resolution or ordinance is attached as an addendum (required for State-let contracts only)

**Method of Financing (State Contract Work Only)**

METHOD A---Lump Sum (80% of LPA Obligation) \_\_\_\_\_  
 METHOD B--- \_\_\_\_\_ Monthly Payments of \_\_\_\_\_ due by the \_\_\_\_\_ of each successive month.  
 METHOD C---LPA's Share \_\_\_\_\_ divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)



## Agreement Provisions

### THE LPA AGREES:

- (1) To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, and the **STATE** and the **FHWA**, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the **STATE** and the **FHWA**, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after final project close-out by the **STATE**, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the **LPA** agrees to cooperate fully with any audit conducted by the Auditor General and the **STATE**; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the **STATE** for the recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
  - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the **LPA**'s estimated obligation incurred under this Agreement. The **LPA** will pay to the **STATE** the remainder of the **LPA**'s obligation (including any nonparticipating costs) within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.
  - Method B - Monthly Payments. Upon award of the contract for this improvement, the **LPA** will pay to the **STATE**, a specified amount each month for an estimated period of months, or until 80% of the **LPA**'s estimated obligation under the provisions of the Agreement has been paid, and will pay to the **STATE** the remainder of the **LPA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
  - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of receipt, an amount equal to the **LPA**'s share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C, shall allow the **STATE** to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the **STATE** to **LPA** on this or any other contract. The **STATE**, at its sole option, upon notice to the **LPA**, may place the debt into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.
- (11) (Local Contracts or Day Labor) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of, the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which the project is federally authorized, the **LPA** will repay the **STATE** any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which the project is federally authorized, the **LPA** will repay the **STATE** any Federal Funds received under the terms of this Agreement.

- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.
- Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.
- The LPA is responsible for the payment of the railroad related expenses in accordance with the LPA/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.
- Engineer's Payment Estimates shall be in accordance with the Division of Cost on page one.
- (15) And certifies to the best of its knowledge and belief its officials:
- are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
  - have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
  - are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
  - have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the LPA's concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the LPA's certification that:
- No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
  - If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
  - The LPA shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) To complete this phase of the project within three (3) years from the date this agreement is approved by the **STATE** if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (23) To comply with the federal Financial Integrity Review and Evaluation (FIRE) program, which requires States and subrecipients to justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months.
- To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the **STATE** within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.
- (24) The LPA will submit supporting documentation with each request for reimbursement from the **STATE**. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fee invoice, progress report, and personnel and direct cost summaries and other documentation supporting the requested reimbursement amount (Form BLRS 05621 should be used for consultant invoicing purposes). LPA invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.

The LPA will submit to the STATE a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of this phase of the improvement or from the date of the previous invoice, which ever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

- (25) The LPA shall provide the final report to the appropriate STATE district within twelve months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
- (26) (Single Audit Requirements) That if the LPA expends \$750,000 or more a year in federal financial assistance they shall have an audit made in accordance with 2 CFR 200. LPAs expending less than \$750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the STATE (Office of Finance and Administration, Audit Coordination Section, 2300 South Dirksen Parkway, Springfield, Illinois, 62764), within 30 days after the completion of the audit, but no later than one year after the end of the LPA's fiscal year. The CFDA number for all highway planning and construction activities is 20.205.

Federal funds utilized for construction activities on projects let and awarded by the STATE (denoted by an "X" in the State Contract field at the top of page 1) are not included in a LPA's calculation of federal funds expended by the LPA for Single Audit purposes.

- (27) That the LPA is required to register with the System for Award Management or SAM (formerly Central Contractor Registration (CCR)), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: <https://www.sam.gov/portal/public/SAM/#1>.

The LPA is also required to obtain a Dun & Bradstreet (D&B) D-U-N-S Number. This is a unique nine digit number required to identify subrecipients of federal funding. A D-U-N-S number can be obtained at the following website: <http://fedgov.dnb.com/webform>.

#### THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the LPA's certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the STATE (and FHWA, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the LPA to proceed with the construction of the improvement when Agreed Unit Prices are approved, and to reimburse the LPA for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (Local Contracts) For agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
- (a) To reimburse the LPA for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the LPA;
- (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by STATE inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the STATE.

#### IT IS MUTUALLY AGREED:

- (1) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions.
- (2) That this Agreement and the covenants contained herein shall become null and void in the event that the FHWA does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this Agreement.
- (3) This Agreement shall be binding upon the parties, their successors and assigns.
- (4) For contracts awarded by the LPA, the LPA shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The LPA shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The LPA's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the STATE may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for

enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.). In the absence of a USDOT – approved LPA DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the STATE's USDOT approved Disadvantaged Business Enterprise Program.

- (5) In cases where the STATE is reimbursing the LPA, obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (6) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.

**ADDENDA**

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1- Location Map, Number 2 – LPA Appropriation Resolution

(Insert Addendum numbers and titles as applicable)

The LPA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all Addenda indicated above.

**APPROVED**

Local Public Agency

Jacob C. Vandenberg

Name of Official (Print or Type Name)

Mayor

Title (County Board Chairperson/Mayor/Village President/etc.)

(Signature)

Date

The above signature certifies the agency's TIN number is 36-6006127 conducting business as a Governmental Entity.

DUNS Number 079739873

**APPROVED**

State of Illinois  
Department of Transportation

Randall S. Blankenhorn, Secretary of Transportation

Date

By:

Erin Aleman, Director of Planning & Programming

Date

Erin Aleman, Director of Planning & Programming

Date

Philip C. Kaufmann, Chief Counsel

Date

Jeff Heck, Chief Fiscal Officer (CFO)

Date

**NOTE:** If the LPA signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.



PROJECT  
LOCATION



76th Ave

Panduit Dr

W 191st St

80th Ave

84

Northfield Ln

Rosefield Trail

Fane Ct

Richardson Ln

Enclave Ln

Enclave Ln

Fane Ct

Richardson Ln

Glenfield Ave

Brookside Glen Dr

Google Earth

© 2018 Google

New 4000 ft

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AN AGREEMENT WITH THE STATE OF ILLINOIS AND THE VILLAGE OF TINLEY PARK APPROPRIATING FUNDS FOR THE 80<sup>TH</sup> AVENUE @ 191<sup>ST</sup> STREET IMPROVEMENT PROJECT**

**WHEREAS**, the Village of Tinley Park has determined that there is a need to channelize the intersection of 80<sup>th</sup> Avenue and 191<sup>st</sup> Street; and

**WHEREAS**, Design Approval for the project was obtained from the Illinois Department of Transportation (IDOT); and

**WHEREAS**, the project has been approved by the South Suburban Mayors and Managers Association (SSMMA) to receive Federal Surface Transportation Program (STU) funds for Preliminary Phase II Engineering costs in the amount of a Federal share of \$240,000.00; and

**WHEREAS**, in order to obligate Federal funding of local highway improvements, the Village of Tinley Park is required, under IDOT policies, to enter into a Local Agency Agreement for Federal Participation for the funding of said local improvements, and

**WHEREAS**, the attached Local Agency Agreement for Federal Participation between the State of Illinois and the Village of Tinley Park defines the Local Agency participation in the improvement and the estimated local share of the cost of the improvements; said agreement attached hereto and hereby made a part hereof.

**NOW, THEREFORE, BE IT RESOLVED**, by the Village of Tinley Park that the attached Local Agency Agreement for Federal Participation is hereby approved and that there is hereby appropriated the sum of three hundred thousand dollars (\$300,000.00) from the Village General Fund to cover the engineering costs; and

**BE IT FURTHER RESOLVED**, that this project is hereby designated as Village Section Number 18-00121-00-CH, State Job Number D-91-252-18, and Federal Project Number 0LDW(753); and

**BE IT FURTHER RESOLVED**, that the Village President is hereby authorized to execute said Agreement.

**PASSED** this \_\_\_\_\_ day of \_\_\_\_\_, 2019, with \_\_\_\_\_ members voting aye, \_\_\_\_\_ members voting nay, the Village President \_\_\_\_\_ voting, and with \_\_\_\_\_ members absent, said vote being:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_ 2019

\_\_\_\_\_  
Mayor

(SEAL)

ATTEST:

\_\_\_\_\_  
Village Clerk



Local Public Agency	 <b>Illinois Department of Transportation</b>  <b>Preliminary Engineering Services Agreement For Federal Participation</b>	Consultant
Village of Tinley Park		Robinson Engineering, Ltd.
County Cook		Address 17000 South Park Avenue
Section 18-00121-00-CH		City South Holland
Project No. OLDW(753)		State IL
Job No. D-91-252-18	Zip Code 60473	Contact Name/Phone/E-mail Address William Dolan, PE (708) 210-5677 wdolan@reltd.com
Contact Name/Phone/E-mail Address Kevin Workowski, Director of Public Works (708) 444-5510 kworkowski@tinleypark.org		

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019 between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT. Federal-aid funds allotted to the LPA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

#### Project Description

Name 80<sup>th</sup> Avenue Route FAU 2755 Length 0.5 mile Structure No. NA  
Termini @ 191<sup>st</sup> Street

Description Phase II Preliminary Engineering for the channelization of the intersection of 80th Avenue at 191st Street with traffic signals, street lighting, pavement widening, multiuse path, and associated appurtenances. Plat of Highways will be prepared for the right-of-way to be acquired.

#### Agreement Provisions

##### I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance, in accordance with STATE approved design standards and policies, of engineering services for the LPA for the proposed improvement herein described.
2. To attend any and all meetings and visit the site of the proposed improvement at any reasonable time when requested by representatives of the LPA or STATE.
3. To complete the services herein described within 500 calendar days from the date of the Notice to Proceed from the LPA, excluding from consideration periods of delay caused by circumstances beyond the control of the ENGINEER.
4. The classifications of the employees used in the work should be consistent with the employee classifications and estimated man-hours shown in EXHIBIT A. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are indicated in Exhibit A to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
5. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
6. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of work by the STATE will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or for clarification of any ambiguities.
7. That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by the ENGINEER and will affix the ENGINEER's professional seal when such seal is required by law. Plans for structures to be built as a part of the improvement will be prepared under the supervision of a registered structural engineer and will affix structural engineer seal when such seal is required by law. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the STATE.
8. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LPA.

9. The undersigned certifies neither the ENGINEER nor I have:
- a. employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT,
  - b. agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
  - c. paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
  - d. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
  - e. have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
  - f. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) and
  - g. have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.
10. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
11. To submit all invoices to the LPA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
12. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the project (Exhibit B).
13. Scope of Services to be provided by the ENGINEER:
- Make such detailed surveys as are necessary for the planning and design of the PROJECT.
  - Make stream and flood plain hydraulic surveys and gather both existing bridge upstream and downstream high water data and flood flow histories.
  - Prepare applications for U.S. Army Corps of Engineers Permit, Illinois Department of Natural Resources Office of Water Resources Permit and Illinois Environmental Protection Agency Section 404 Water Quality Certification.
  - Design and/or approve cofferdams and superstructure shop drawings.
  - Prepare Bridge Condition Report and Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types and high water effects on roadway overflows and bridge approaches).
  - Prepare the necessary environmental and planning documents including the Project Development Report or Environmental Assessment, State Clearinghouse, Substate Clearinghouse and all necessary environmental clearances.
  - Make such soil surveys or subsurface investigations including borings and soil profiles as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations to be made in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE.
  - Analyze and evaluate the soil surveys and structure borings to determine the roadway structural design and bridge foundation.
  - Prepare preliminary roadway and drainage structure plans and meet with representatives of the LPA and STATE at the site of the improvement for review of plans prior to the establishment of final vertical and horizontal alignment, location and size of drainage structures, and compliance with applicable design requirements and policies.
  - Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
  - Complete the general and detailed plans, special provisions and estimate of cost. Contract plans shall be prepared in accordance with the guidelines contained in the Bureau of Local Roads and Streets manual. The special provisions and detailed estimate of cost shall be furnished in quadruplicate.
  - Furnish the LPA with survey and drafts in quadruplicate all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

## II. THE LPA AGREES,

1. To furnish the ENGINEER all presently available survey data and information
2. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee       CPFF = 14.5%[DL + R(DL) + OH(DL) + IHDC], or  
                                  CPFF = 14.5%[DL + R(DL) + 1.4(DL) + IHDC], or  
                                  CPFF = 14.5%[(2.3 + R)DL + IHDC]

Where:      DL = Direct Labor  
                 IHDC = In House Direct Costs  
                 OH = Consultant Firm's Actual Overhead Factor  
                 R = Complexity Factor

Specific Rate               (Pay per element)

Lump Sum                   \_\_\_\_\_

3. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:

With Retainage

- a) **For the first 50% of completed work**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **After 50% of the work is completed**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- c) **Final Payment** – Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

Without Retainage

- a) **For progressive payments** – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **Final Payment** – Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum o money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

4. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.).
5. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Local Government Professional Services Selection Act 50 ILCS 510, the Brooks Act 40USC 11, and Procurement, Management, and Administration of Engineering and Design related Services (23 CFR part 172). Exhibit C is required to be completed with this agreement.

## III. IT IS MUTALLY AGREED,

1. That no work shall be commenced by the ENGINEER prior to issuance by the LPA of a written Notice to Proceed.
2. That tracings, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request, to the LPA or to the STATE, without restriction or limitation as to their use.

3. That all reports, plans, estimates and special provisions furnished by the ENGINEER shall be in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE, it being understood that all such furnished documents shall be approved by the LPA and the STATE before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
4. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this agreement.
5. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the STATE; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
6. The payment by the LPA in accordance with numbered paragraph 3 of Section II will be considered payment in full for all services rendered in accordance with this AGREEMENT whether or not they be actually enumerated in this AGREEMENT.
7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the STATE, and their officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
8. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses to date of the written notice of termination.
9. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State, as defined in the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- a. Publishing a statement:
  - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
  - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
  - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
    - (a) abide by the terms of the statement; and
    - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- b. Establishing a drug free awareness program to inform employees about:
  - (1) The dangers of drug abuse in the workplace;
  - (2) The grantee's or contractor's policy of maintaining a drug free workplace;
  - (3) Any available drug counseling, rehabilitation and employee assistance program; and
  - (4) The penalties that may be imposed upon an employee for drug violations.
- c. Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- d. Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- e. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by,
- f. Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- g. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

10. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
11. When the ENGINEER is requested to complete work outside the scope of the original AGREEMENT, a supplemental AGREEMENT will be required. Supplements will also be required for the addition or removal of subconsultants, direct costs, the use of previously unspecified staff, and other material changes to the original AGREEMENT.

**Agreement Summary**

Prime Consultant:	TIN Number	Agreement Amount
Robinson Engineering, Ltd.	36-2407339	\$259,853.00
Sub-Consultants:	TIN Number	Agreement Amount
Geocon Professional Services	45-0644817	\$15,624.00
Huff & Huff Incorporated	36-3044842	\$ 6,515.00
Mathewson ROW Company	20-3870734	\$18,000.00
Sub-Consultant Total:		\$ 40,139.00
Prime Consultant Total:		\$259,853.00
Total for all Work:		\$299,992.00

Executed by the LPA:

Village of Tinley Park

(Municipality/Township/County)

ATTEST:

By: \_\_\_\_\_

By: \_\_\_\_\_

Village Clerk

Title: Mayor

(SEAL)

Executed by the ENGINEER:

ATTEST:

Robinson Engineering, Ltd.

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: Director of Engineering

Title: Senior Project Manager

Route: 191st Street @ 80th Avenue  
 Local Agency: Village of Tinley Park  
 Section: 18-00121-00-CH  
 Project: OLDW(753)  
 Job No.: D-91-252-18

Overhead + Burden Rate 158.53%  
 Complexity Factor 0.00  
 Calendar Days 500  
 Overhead + Burden Rate 158.53%

Method of Compensation:  
 14.5%[DL +R(DL) + OH(DL) + IHDC]  
 14.5%[DL +R(DL) + 1.4(DL) + IHDC]  
 14.5%[(2.3 + R)DL + IHDC]  
 [(2.8 + R)DL] + IHDC

Cost Estimate of Consultant's Services in Dollars

Element of Work	Man-hours	Payroll Rate	Payroll Costs	Overhead & Burden	Service By Others	In-House Direct Cost	Fixed Fee	Total	% of Grand Total
<b>PHASE II ENGINEERING SERVICES</b>									
General Administration	248	\$49.59	\$12,298	\$19,497			\$4,610.31	\$36,406	12.14%
Field Services	111	\$36.44	\$4,045	\$6,412			\$1,516.26	\$11,973	3.99%
Right of Way	26	\$32.12	\$835	\$1,324			\$313.09	\$2,472	0.82%
Public Involvement	192	\$38.37	\$7,367	\$11,679			\$2,761.67	\$21,808	7.27%
Plans, Specifications & Estimate	1,429	\$38.78	\$55,412	\$87,844			\$20,772.12	\$164,028	54.68%
QC/QA	48	\$53.73	\$2,579	\$4,088			\$966.76	\$7,634	2.54%
Geocon - 1					\$15,624			\$15,624	5.21%
Mathewson ROW Company - 2					\$18,000			\$18,000	6.00%
Huff & Huff Incorporated - 3					\$6,515			\$6,515	2.17%
Direct Costs						\$1,545		\$1,545	0.52%
ROW Plats & Legals	124	\$38.11	\$4,725	\$7,491			\$1,771.33	\$13,987	4.66%
									0.00%
<b>Totals</b>	<b>3,328</b>	<b>\$34.95</b>	<b>\$116,306</b>	<b>\$194,975</b>	<b>\$40,139</b>	<b>\$1,545</b>	<b>\$32,712</b>	<b>\$299,992</b>	<b>100.00%</b>

ASSUMPTIONS:  
 1) Services by Others = Geocon - PSI & Geotechnical Report  
 2) Services by Others = Mathewson - Appraisals & Negotiations



GENERAL ADMINISTRATION

Firm: Robinson Engineering, Ltd. Date: July 26, 2019  
 Route: 191st Street @ 80th Avenue  
 Section: 18-00121-00-CH Complexity Factor (R): 0.00  
 County: Will  
 Job No.: D-91-252-1B  
 PTB & Item: N/A

Description of Work	Man Hours														Total	
	PE 2	SPM 2	SPM 1	SR	ENGR	PROJ ENGR	PROJ ENGR	CHIEF LS	LS 3	CAD MGR	CAD TECH 2	GIS DEV	FLD SUPT	CREW CHIEF		ADMIN 1
General Administration																0.0
General Administration/Coordination with Clorba	8.0							4.0	8.0	16.0			8.0			0.0
Coordination Meetings with County & Village	16.0	16.0	32.0	16.0	8.0	8.0										116.0
IDOT Kickoff Meeting			4.0	8.0												12.0
																0.0
																0.0
																0.0
																0.0
																0.0
																0.0
																0.0
																0.0
TOTAL HOURS (INDIVIDUAL DISCIPLINE)	24.0	32.0	76.0	24.0	48.0	8.0	4.0	8.0	16.0	0.0	0.0	0.0	8.0	0.0	0.0	248.0
TOTAL HOURS (ALL DISCIPLINES)	248.0	248.0	248.0	248.0	248.0	248.0	248.0	248.0	248.0	248.0	248.0	248.0	248.0	248.0	248.0	248.0
PERCENTAGE GENERAL ADMINISTRATION	9.68%	12.90%	30.65%	9.68%	19.35%	3.23%	1.61%	3.23%	6.45%	0.00%	0.00%	0.00%	3.23%	0.00%	0.00%	0.00%





Firm: Robinson Engineering, Ltd. Date: July 26, 2019  
 Route: 191st Street @ 80th Avenue  
 Section: 18-00121-00-CH Complexity Factor (R): 0.00  
 County: Will  
 Job No.: D-91-252-18  
 PTB & Item: N/A

Description of Work	Man Hours														Total		
	PE 2	SPM 2	SPM 1	SR ENGR 2	ENGR 2	PROJ ENGR 2	PROJ ENGR 3	PROJ ENGR 3	CHIEFS	LS 3	CAD MGR	CAD TECH 2	GIS DEV	FLD SUPT		CREW CHIEF	ADMIN 1
Field Services																	0.0
																	0.0
Supplemental Topography																	44.0
Utility Coordination																	24.0
Preliminary Site Investigation																	8.0
																	23.0
																	0.0
																	0.0
																	0.0
																	0.0
																	0.0
																	0.0
																	0.0
																	0.0
TOTAL HOURS (INDIVIDUAL DISCIPLINE)	0.0	0.0	20.0	0.0	2.0	16.0	0.0	0.0	0.0	0.0	4.0	32.0	3.0	2.0	32.0	0.0	111.0
TOTAL HOURS (ALL DISCIPLINES)	111.0	111.0	111.0	111.0	111.0	111.0	111.0	111.0	111.0	111.0	111.0	111.0	111.0	111.0	111.0	111.0	111.0
PERCENTAGE FIELD SURVEY	0.00%	0.00%	18.02%	0.00%	1.80%	14.41%	0.00%	0.00%	0.00%	0.00%	3.60%	28.83%	2.70%	1.80%	28.83%	0.00%	28.83%



Firm: Robinson Engineering, Ltd.  
 Route: 191st Street @ 80th Avenue  
 Section: 18-00121-00-CH  
 County: Will  
 Job No.: D-91-252-18

Date: July 26, 2019  
 Complexity Factor (R): 0.00

RIGHT OF WAY

PTB & Item: N/A

Description of Work	Man Hours																Total
	PE 2	SPM 2	SPM 1	SR ENGR 2	PROJ ENGR 3	PROJ ENGR 2	CHIEF LS	LS 3	CAD MGR	CAD TECH 2	GIS DEV	FLD SUPT	CREW CHIEF	ADMIN 1	ADMIN 1	Total	
Right of Way																0.0	
Alignment & Ties							2.0			16.0			8.0			26.0	
																0.0	
																0.0	
																0.0	
																0.0	
																0.0	
																0.0	
																0.0	
																0.0	
																0.0	
TOTAL HOURS (INDIVIDUAL DISCIPLINE)	0.0	0.0	0.0	0.0	0.0	0.0	2.0	0.0	0.0	16.0	0.0	0.0	0.0	8.0	0.0		
TOTAL HOURS (ALL DISCIPLINES)	26.0	26.0	26.0	26.0	26.0	26.0	26.0	26.0	26.0	26.0	26.0	26.0	26.0	26.0	26.0	26.0	
PERCENTAGE RIGHT-OF-WAY	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	7.69%	0.00%	0.00%	61.54%	0.00%	0.00%	0.00%	30.77%	0.00%	0.00%	



PUBLIC INVOLVEMENT

Firm: Robinson Engineering, Ltd. Date: July 26, 2019

Route: 191st Street @ 80th Avenue

Section: 18-00121-00-CH

County: Will

Job No.: D-91-252-18

Complexity Factor (R): 0.00

PTB & Item: N/A

Description of Work	Man Hours													Total			
	PE 2	SPM 2	SPM 1	SR	ENGR	PROJ ENGR	PROJ ENGR	CHIEF LS	LS 3	CAD MGR	CAD TECH 2	GIS DEV	FLD SUPT		CREW CHIEF	ADMIN 1	
Public Involvement																0.0	
Public Open House Meeting	4.0	4.0	8.0	8.0	8.0	8.0	8.0									40.0	
Exhibits			4.0	4.0	8.0	8.0	24.0			4.0	24.0					76.0	
Notification, mailings, minutes					8.0	4.0										8.0	
Responses to Public Comments			4.0	16.0	4.0											24.0	
Utility Coordination			4.0	4.0	4.0	24.0										32.0	
																0.0	
																0.0	
																0.0	
																0.0	
																0.0	
																0.0	
																0.0	
TOTAL HOURS (INDIVIDUAL DISCIPLINE)	4.0	4.0	20.0	28.0	32.0	60.0	0.0	0.0	0.0	4.0	24.0	0.0	0.0	0.0	16.0	192.0	
TOTAL HOURS (ALL DISCIPLINES)	192.0	192.0	192.0	192.0	192.0	192.0	192.0	192.0	192.0	192.0	192.0	192.0	192.0	192.0	192.0	192.0	192.0
PERCENTAGE PUBLIC INVOLVEMENT	2.08%	2.08%	10.42%	14.58%	16.67%	31.25%	0.00%	0.00%	0.00%	2.08%	12.50%	0.00%	0.00%	0.00%	8.33%	8.33%	



**Illinois Department  
of Transportation**

Firm: Robinson Engineering, Ltd.  
 Route: 191st Street @ 80th Avenue  
 Section: 18-00121-00-CH  
 County: Will  
 Job No.: D-91-252-18  
 PTB & Item: N/A

Date: July 26, 2019  
 Complexity Factor (R): 0.00

ROW PLATS & LEGALS

Description of Work	Man Hours													Total		
	PE 2	SPM 2	SPM 1	SR	ENGR	PROJ ENGR	PROJ ENGR	CHIEF LS	LS 3	CAD MGR	CAD TECH 2	GIS DEV	FLD SUPT		CREW CHIEF	ADMIN 1
ROW Plats & Legals																0.0
Field Topography																0.0
- Section and Sub Monumentation																12.0
- Assessor's Topography																4.0
Existing ROW Analysis																0.0
Calculations									32.0							32.0
Plat of Highways								4.0	4.0		32.0					40.0
Legal Descriptions									12.0							12.0
Title Commitments Review									4.0							4.0
Monument Records																0.0
Resubmittals								4.0	16.0							20.0
																0.0
																0.0
																0.0
																0.0
																0.0
																0.0
TOTAL HOURS (INDIVIDUAL DISCIPLINE)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	8.0	68.0	0.0	32.0	0.0	0.0	16.0	0.0	124.0
TOTAL HOURS (ALL DISCIPLINES)	124.0	124.0	124.0	124.0	124.0	124.0	124.0	124.0	124.0	124.0	124.0	124.0	124.0	124.0	124.0	124.0
PERCENTAGE PLATS & LEGALS	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	6.45%	54.84%	0.00%	25.81%	0.00%	0.00%	12.90%	0.00%	0.00%



**Illinois Department  
of Transportation**

Firm: Robinson Engineering, Ltd.

Date: July 26, 2019

Route: 191st Street @ 80th Avenue

Section: 18-00121-00-CH

County: Will

Job No.: D-9T-252-18

PLANS, SPECIFICATIONS & ESTIMATE

Complexity Factor (R): 0.00

PTB & Item: N/A

Description of Work	Man Hours													Total			
	PE 2	SPM 2	SPM 1	SR	ENGR 2	ENGR 3	PROJ ENGR 2	PROJ ENGR 3	CHIEF LS	LS 3	CAD MGR	CAD TECH 2	GIS DEV		FLD SUPT	CREW CHIEF	ADMIN 1
<b>Plans, Specifications &amp; Estimate</b>																	
Preliminary P, S & E Submittal	4.0	8.0	16.0	8.0	16.0	16.0	16.0			16.0		8.0				16.0	
Cover, Summ. of Quan., Gen. Notes.	2.0	2.0	2.0	3.0	4.0	4.0	4.0			8.0			16.0				
Typical Sections	2.0	4.0	2.0	2.0	4.0	4.0	4.0			16.0			16.0				
Construction Staging	2.0	4.0	4.0	4.0	24.0	4.0	24.0			40.0			32.0				
Plan & Profile	4.0	4.0	4.0	4.0	16.0	4.0	16.0			40.0			80.0				
Intersection Details	2.0	2.0	2.0	4.0	4.0	4.0	4.0			24.0			24.0				
Drainage & Utilities	4.0	4.0	4.0	4.0	24.0	4.0	24.0			40.0			80.0				
Landscaping & Erosion Control	2.0	2.0	2.0	2.0	2.0	2.0	2.0			24.0			16.0				
Pavement Marking & Signing	2.0	2.0	2.0	2.0	2.0	2.0	4.0			8.0			24.0				
Street Lighting							40.0			8.0			40.0				
Traffic Signals							40.0			16.0			40.0				
Cross Sections							4.0			48.0			64.0				
Quantities & Cost Estimates	2.0	4.0	4.0	8.0	16.0	16.0	16.0			40.0			74.0				
Specifications		8.0	2.0	4.0	8.0	8.0	32.0			32.0			54.0				
90% P, S & E Submittal			16.0	24.0	40.0	40.0	60.0			60.0		8.0	64.0			8.0	220.0
100% P, S & E Submittal			4.0	14.0	24.0	24.0	32.0			32.0		8.0	24.0			8.0	114.0
																	0.0
																	0.0
																	0.0
																	0.0
																	0.0
																	0.0
TOTAL HOURS (INDIVIDUAL DISCIPLINE)	20.0	44.0	72.0	105.0	260.0	412.0	520.0	0.0	0.0	56.0	520.0	0.0	0.0	0.0	0.0	32.0	1429.0
TOTAL HOURS (ALL DISCIPLINES)	1429.0	1429.0	1429.0	1429.0	1429.0	1429.0	1429.0	1429.0	1429.0	1429.0	1429.0	1429.0	1429.0	1429.0	1429.0	1429.0	1429.0
PERCENTAGE P, S & E	1.40%	3.08%	5.04%	7.35%	18.19%	28.83%	36.39%	0.00%	0.00%	3.92%	36.39%	0.00%	0.00%	0.00%	0.00%	2.24%	





**Illinois Department of Transportation**

Summary of Total Project Hours

**PART B  
SUPPLEMENT 1**

Firm: Robinson Engineering, Ltd. Date: July 26, 2019  
 Route: 191st Street @ 80th Avenue  
 Section: 18-00121-00-CH Complexity Factor (R): 0.00  
 County: Will  
 Job No.: D-91-252-18  
 PTB & Item: N/A

Description of Work	Man Hours														Total		
	PE 2	SPM 2	SPM 1	SR	ENGR 2	ENGR 3	PROJ ENGR 2	PROJ ENGR 3	CHIEF LS	LS 3	CAD MGR	CAD TECH 2	GIS DEV	FLD SUPT		CREW CHIEF	ADMIN 1
General Administration	24.0	32.0	76.0	24.0	48.0	8.0	8.0	16.0	0.0	0.0	0.0	0.0	0.0	8.0	0.0	0.0	248.0
Field Services	0.0	0.0	20.0	0.0	2.0	16.0	0.0	4.0	32.0	3.0	2.0	32.0	0.0	2.0	32.0	0.0	111.0
Right of Way	0.0	0.0	0.0	0.0	0.0	0.0	2.0	0.0	16.0	0.0	0.0	0.0	0.0	0.0	8.0	0.0	26.0
Public Involvement	4.0	4.0	20.0	28.0	32.0	60.0	0.0	4.0	24.0	0.0	0.0	0.0	0.0	0.0	0.0	16.0	192.0
Plans, Specifications & Estimate	20.0	90.0	232.0	144.0	592.0	300.0	0.0	338.0	506.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	2222.0
QC/QA	8.0	8.0	16.0	4.0	0.0	0.0	8.0	4.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	48.0
ROW Plats & Legals	0.0	0.0	0.0	0.0	0.0	0.0	8.0	0.0	32.0	0.0	0.0	0.0	0.0	0.0	16.0	0.0	124.0
<b>SubTotals</b>																	
TOTAL HOURS (DISCIPLINE)	76.0	146.0	352.0	184.0	704.0	416.0	36.0	400.0	754.0	3.0	10.0	152.0	48.0	3328.0	48.0	3328.0	
TOTAL HOURS FOR PROJECT	3328.0	3328.0	3328.0	3328.0	3328.0	3328.0	3328.0	3328.0	3328.0	3328.0	3328.0	3328.0	3328.0	3328.0	3328.0	3328.0	3328.0
PERCENTAGE OF TOTAL PROJECT	2.28%	4.39%	10.58%	5.53%	21.15%	12.50%	1.08%	12.02%	22.66%	0.09%	0.30%	4.57%	1.44%	101.5%	1.44%	101.5%	
TOTAL HOURS (DISCIPLINE)	76.0	146.0	352.0	184.0	704.0	416.0	36.0	400.0	754.0	3.0	10.0	152.0	48.0	3328.0	48.0	3328.0	
TOTAL HOURS FOR PROJECT	3328.0	3328.0	3328.0	3328.0	3328.0	3328.0	3328.0	3328.0	3328.0	3328.0	3328.0	3328.0	3328.0	3328.0	3328.0	3328.0	3328.0
PERCENTAGE OF TOTAL PROJECT	2.28%	4.39%	10.58%	5.53%	21.15%	12.50%	1.08%	12.02%	22.66%	0.09%	0.30%	4.57%	1.44%	101.5%	1.44%	101.5%	



DIRECT EXPENSES - PART B					
EXPENSE	QUANTITY				Total
	CLASSIFICATION	UNIT PRICE	UNIT	ESTIMATED QUANTITY	
DELIVERY SERVICE	DIRECT COST				
	IDOT Submittals	\$90.00	Each	3	<u>\$270.00</u>
				<b>SUBTOTAL</b>	<b>\$270.00</b>
RECORDED SUBDIVISION PLATS	DOCUMENTS	\$35.00	EACH	5	\$175.00
TITLES	TITLE COMMITMENT	\$550.00	EACH	2	<u>\$1,100.00</u>
				<b>SUBTOTAL</b>	<b>\$1,275.00</b>
				<b>TOTAL</b>	<b>\$1,545.00</b>

**EXHIBIT F  
AVERAGE HOURLY WORK RATES**

Firm: Robinson Engineering, Ltd. Date: July 26, 2019  
 Route: 191st Street @ 80th Avenue  
 Section: 18-00121-00-CH  
 County: Will  
 Job No.: D-91-252-18  
 Complexity Factor (R): 0.00

PTB & Item: N/A

JOB CLASSIFICATION	SALARY	General Administration		Field Services		Intersection Design Study		Draft Project Report		Traffic Study		Right of Way	
		% Part	Wgt. Rate	% Part	Wgt. Rate	% Part	Wgt. Rate	% Part	Wgt. Rate	% Part	Wgt. Rate	% Part	Wgt. Rate
PRINCIPAL ENGINEER 2	\$70.00	9.68%	\$6.77	0.00%		0.00%		0.00%		0.00%		0.00%	
SENIOR PROJECT MANAGER 2	\$63.36	12.90%	\$8.18	0.00%		0.00%		0.00%		0.00%		0.00%	
SENIOR PROJECT MANAGER 1	\$50.94	30.65%	\$15.61	18.02%	\$9.18	0.00%		0.00%		0.00%		0.00%	
SENIOR ENGINEER 2	\$43.55	9.68%	\$4.21	0.00%		0.00%		0.00%		0.00%		0.00%	
PROJECT ENGINEER 3	\$39.28	19.35%	\$7.60	1.80%	\$0.71	0.00%		0.00%		0.00%		0.00%	
PROJECT ENGINEER 2	\$34.71	3.23%	\$1.12	14.41%	\$5.00	0.00%		0.00%		0.00%		0.00%	
CHIEF LAND SURVEYOR	\$44.60	1.61%	\$0.72	0.00%		0.00%		0.00%		0.00%		7.69%	\$3.43
LAND SURVEYOR 3	\$42.30	3.23%	\$1.36	0.00%		0.00%		0.00%		0.00%		0.00%	
CAD MANAGER	\$41.50	6.45%	\$2.68	3.60%	\$1.50	0.00%		0.00%		0.00%		0.00%	
CAD TECHNOLOGIST 2	\$29.59	0.00%		28.83%	\$8.53	0.00%		0.00%		0.00%		61.54%	\$18.21
GIS DEVELOPER	\$35.45	0.00%		2.70%	\$0.96	0.00%		0.00%		0.00%		0.00%	
FIELD SUPERINTENDENT	\$41.30	3.23%	\$1.33	1.80%	\$0.74	0.00%		0.00%		0.00%		0.00%	
FIELD CREW CHIEF	\$34.07	0.00%		28.83%	\$9.82	0.00%		0.00%		0.00%		30.77%	\$10.48
ADMINISTRATIVE 1	\$23.73	0.00%		0.00%		0.00%		0.00%		0.00%		0.00%	
AVERAGE PAYROLL RATE		100.00%	\$49.59	100.00%	\$36.44	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$0.00	100.00%	\$32.12

JOB CLASSIFICATION	SALARY	Public Involvement		Final Project Report		Drainage Study		ROW Plans & Legals		Plans, Specifications & Estimate		QC/QA	
		% Part	Wgt. Rate	% Part	Wgt. Rate	% Part	Wgt. Rate	% Part	Wgt. Rate	% Part	Wgt. Rate	% Part	Wgt. Rate
PRINCIPAL ENGINEER 2	\$70.00	2.08%	\$1.46	0.00%		0.00%		0.00%		1.40%	\$0.98	16.67%	\$11.67
SENIOR PROJECT MANAGER 2	\$63.36	2.08%	\$1.32	0.00%		0.00%		0.00%		3.08%	\$1.95	16.67%	\$10.56
SENIOR PROJECT MANAGER 1	\$50.94	10.42%	\$5.31	0.00%		0.00%		0.00%		5.04%	\$2.57	33.33%	\$16.98
SENIOR ENGINEER 2	\$43.55	14.58%	\$6.35	0.00%		0.00%		0.00%		7.35%	\$3.20	8.33%	\$3.63
PROJECT ENGINEER 3	\$39.28	16.67%	\$6.55	0.00%		0.00%		0.00%		18.19%	\$7.15	0.00%	
PROJECT ENGINEER 2	\$34.71	31.25%	\$10.85	0.00%		0.00%		0.00%		28.83%	\$10.01	0.00%	
CHIEF LAND SURVEYOR	\$44.60	0.00%		0.00%		0.00%		6.45%	\$2.68	0.00%		16.67%	\$7.43
LAND SURVEYOR 3	\$42.30	0.00%		0.00%		0.00%		54.84%	\$23.20	0.00%		0.00%	
CAD MANAGER	\$41.50	2.08%	\$0.86	0.00%		0.00%		0.00%		3.92%	\$1.63	8.33%	\$3.46
CAD TECHNOLOGIST 2	\$29.59	12.50%	\$3.70	0.00%		0.00%		25.81%	\$7.64	36.39%	\$10.77	0.00%	
GIS DEVELOPER	\$35.45	0.00%		0.00%		0.00%		0.00%		0.00%		0.00%	
FIELD SUPERINTENDENT	\$41.30	0.00%		0.00%		0.00%		0.00%		0.00%		0.00%	
FIELD CREW CHIEF	\$34.07	0.00%		0.00%		0.00%		12.90%	\$4.40	0.00%		0.00%	
ADMINISTRATIVE 1	\$23.73	8.33%	\$1.98	0.00%		0.00%		0.00%		2.24%	\$0.53	0.00%	
AVERAGE PAYROLL RATE		100.00%	\$38.37	0.00%	\$0.00	0.00%	\$0.00	100.00%	\$38.11	106.44%	\$38.78	100.00%	\$53.73



Engineering Payment Report (Submit with Final Invoice)

Prime Consultant

Name: Robinson Engineering, Ltd. Address: 17000 South Park Avenue Telephone: (708) 331-6700 TIN Number:

Project Information

Local Agency: Village of Tinley Park Section Number: 18-00121-00-CH Project Number: OLDW(753) Job Number: D-91-252-18

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

Table with 3 columns: Sub-Consultant Name, TIN Number, Actual Payment from Prime. Rows include Geocon Professional Services, Huff & Huff Incorporated, Mathewson ROW Company, and summary rows for Sub-Consultant Total, Prime Consultant Total, and Total for all Work Completed.

Signature and title of Prime Consultant

Date

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

For information about IDOT's collection and use of confidential information review the department's [Identity Protection Policy](#).

## Exhibit C Federal Qualification Based Selection (QBS) Checklist

Local Public Agency Village of Tinley Park  
 Section Number 18-00121-00-CH  
 Project Number OLDW(753)  
 Job Number D-91-252-18

The LPA must complete Exhibit C, if federal funds are used for this engineering agreement and the value will exceed \$25,000. The LPA must follow federal small purchase procedures, if federal funds are used and the engineering agreement has a value less than \$25,000.

Form Not Applicable (engineering services less than \$25,000)

1.	Do the written QBS policies and procedures discuss the initial administration (procurement, management, and administration) concerning engineering and design related consultant services? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																				
2.	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06(e) of the <i>BLRS Manual</i> ? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, IDOT's approval date: _____																				
3.	Was the scope of services for this project clearly defined? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																				
4.	Was public notice given for this project? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Due date of submittal: <u>01/03/2019</u> Method(s) used for advertisement and dates of advertisement: <u>Village Website, December 17, 2018 to January 3, 2019</u>																				
5.	Do the written QBS policies and procedures cover conflicts of interest? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																				
6.	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																				
7.	Do the written QBS policies and procedures discuss the method of evaluation? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <table style="width: 100%; border: none;"> <tr> <td style="width: 35%;">Criteria for this project</td> <td style="width: 15%;">Weighting</td> <td style="width: 35%;">Criteria for this project</td> <td style="width: 15%;">Weighting</td> </tr> <tr> <td><u>Firm Experience</u></td> <td style="text-align: center;"><u>25 %</u></td> <td><u>Local Presence</u></td> <td style="text-align: center;"><u>10%</u></td> </tr> <tr> <td><u>Team's Experience &amp; Qualifications</u></td> <td style="text-align: center;"><u>20 %</u></td> <td>_____</td> <td style="text-align: center;">_____%</td> </tr> <tr> <td><u>Key Personnel Expertise</u></td> <td style="text-align: center;"><u>20 %</u></td> <td>_____</td> <td style="text-align: center;">_____%</td> </tr> <tr> <td><u>Technical Approach</u></td> <td style="text-align: center;"><u>25 %</u></td> <td>_____</td> <td style="text-align: center;">_____%</td> </tr> </table>	Criteria for this project	Weighting	Criteria for this project	Weighting	<u>Firm Experience</u>	<u>25 %</u>	<u>Local Presence</u>	<u>10%</u>	<u>Team's Experience &amp; Qualifications</u>	<u>20 %</u>	_____	_____%	<u>Key Personnel Expertise</u>	<u>20 %</u>	_____	_____%	<u>Technical Approach</u>	<u>25 %</u>	_____	_____%
Criteria for this project	Weighting	Criteria for this project	Weighting																		
<u>Firm Experience</u>	<u>25 %</u>	<u>Local Presence</u>	<u>10%</u>																		
<u>Team's Experience &amp; Qualifications</u>	<u>20 %</u>	_____	_____%																		
<u>Key Personnel Expertise</u>	<u>20 %</u>	_____	_____%																		
<u>Technical Approach</u>	<u>25 %</u>	_____	_____%																		
8.	Do the written QBS policies and procedures discuss the method of selection? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Selection committee (titles) for this project: <u>Village Engineer, Director of Public Works, Assistant Director of Public Works</u> Top three consultants selected for this project in order: 1) <u>Robinson Engineering, Ltd.</u> 2) <u>ESI Consultants</u> 3) <u>Willett Hofmann &amp; Associates Inc.</u> If less than 3 responses were received, IDOT's approval date: _____																				
9.	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																				
10.	Were negotiations for this project performed in accordance with federal requirements? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																				
11.	Were acceptable costs for this project verified? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> LPA will rely on IDOT review and approval of costs.																				
12.	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																				

13. Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, record retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?  Yes  No



March 8, 2019

Mr. Will Dolan, PE  
Senior Civil Engineer  
Robinson Engineering, Ltd.  
17000 South Park Avenue  
South Holland, Illinois 60473

Subject: Proposal for Roadway Geotechnical Report  
80<sup>th</sup> Avenue Roadway Widening Project  
80<sup>th</sup> Avenue and 191<sup>st</sup> Street  
Tinley Park, Illinois  
GEOCON Proposal No. 19-P090

Dear Mr. Dolan:

In accordance with your request, GEOCON is pleased to submit this proposal for providing geotechnical engineering services on the above referenced project site. A brief discussion of the scope of services to be provided is included in the following paragraphs.

#### **PROJECT UNDERSTANDING**

It is understood that Robinson Engineering, Ltd is planning a roadway construction improvement project at the intersection of 80<sup>th</sup> Avenue and 191<sup>st</sup> Atreet in the Village of Tinley Park, Illinois. The project will consist of the widening of the intersection, a new paved multi-use path installation along the east side of the 80<sup>th</sup> avenue ROW, and other various improvements including storm sewer line and traffic signal installation. Robinson Engineering, Ltd. will also be performing a preliminary environmental site investigation at the time of geotechnical drilling.

#### **SCOPE OF WORK**

As requested, GEOCON proposes to perform a total of 8 soil borings for the project, extending to a depth of 10 feet below grade. The subsurface exploration will be performed with a truck-mounted drill rig, utilizing continuous flight hollow stem augers to advance the test holes. The existing pavement structure will be drilled rather than cored, and DCP tests will be performed in the pavement subgrade soils. Soil samples will be secured by the Standard Penetration Test method at 2.5 foot intervals. Groundwater level observations will be noted during the drilling activities and in the open bore holes upon completion. A representative of Robinson Engineering will also be on site to perform environmental sampling at the time of drilling. Laboratory visual classification and other testing will be performed, as itemized in the attached Estimate Worksheet, to determine the behavioral characteristics of the subsurface materials encountered.

#### **ROADWAY GEOTECHNICAL REPORT**

The results of the subsurface exploration and laboratory testing will be utilized in an engineering evaluation and analysis, and presented in a written report for the pavement improvement project.

The Roadway Geotechnical Report will be prepared in accordance with IDOT guidelines for preparation of geotechnical reports, dated December 15, 2015.

#### **FEE PROPOSAL**

GEOCON proposes to perform the services on a unit charge basis pursuant to the General Conditions, both of which are enclosed herein. A summary of the anticipated cost for the outlined services is shown on the attached Estimate Worksheet, and will be on the order of **\$15,624.00**. Final compensation will depend upon the actual number and depth of borings drilled, laboratory tests performed, and required engineering time. Any special equipment required for site access, or any delays beyond the control of our personnel, will be considered as additional costs.

GEOCON will contact "J.U.L.I.E." to ascertain the location of utility conduits, however, the client shall be responsible for marking private subsurface piping and other buried appurtenant structures prior to the start of our drilling operations. GEOCON cannot be held responsible for damage to underground utilities and/or structures that are not located prior to drilling.

#### **AUTHORIZATION**

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

Should you have any questions regarding this proposal, or if we could be of any other assistance, please feel free to call us at (815) 412-2031. We are looking forward to working with you on this project.

Sincerely,  
**GEOCON PROFESSIONAL SERVICES, LLC**



Jenna Kooy, E.I.T.  
Geotechnical Engineering Department



Kenneth K. Rippy, P.E.  
Senior Geotechnical Engineer



Attachments: Estimate Worksheet  
Geotechnical General Conditions

**ACCEPTANCE OF PROPOSAL AND ENCLOSURES**

**FIRM:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**NAME (PRINT):** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_



**GEOCON  
Estimate Worksheet**

Client: Mr. Will Dolan  
 Robinson Engineering, Ltd.  
 Project: 80th Avenue and 191st Street Widening  
 Tinley Park, Illinois  
 GEOCON Proposal No.: 19-P090  
 Date: March 8, 2016

	<u>Quantity</u>	<u>Unit Fee</u>	<u>Total</u>
<b>I. Field Exploration Services</b>			
1. Mobilization of truck-mounted drilling equipment	1 Lump Sum	\$750.00	\$750.00
3. Project Engineer for project coordination	4 Hours	\$125.00	\$500.00
4. Soil drilling with Split-spoon sampling at 2.5-ft. intervals	80 Feet	\$22.00	\$1,760.00
5. Thin Wall Tube (TWT) Sampling	8 Each	\$50.00	\$400.00
6. Pavement core with subgrade thickness	8 Each	\$125.00	\$1,000.00
7. DCP testing	8 Each	\$25.00	\$200.00
8. IDOT permit	0 Each	\$500.00	\$0.00
9. Traffic/lane closure warning signs and arrow board	1 Each	\$880.00	\$880.00
10 Standby Time for Enviromental Sampling and Decon	2 Hours	\$350.00	\$700.00
	<b>Subtotal For Field Exploration Services:</b>		<b>\$6,190.00</b>
<b>II. Laboratory Soil Testing Services</b>			
1. Moisture content	32 Tests	\$10.00	\$320.00
2. Extrude and classify TWT	8 Tests	\$40.00	\$320.00
3. Unconfined Compressive Strength Tests	8 Tests	\$100.00	\$800.00
4. Grain size analyses including hydrometer	8 Tests	\$225.00	\$1,800.00
5. Atterberg Limits Tests	8 Tests	\$125.00	\$1,000.00
6. Standard Proctor Test	2 Test	\$175.00	<u>\$350.00</u>
	<b>Subtotal for Laboratory Services:</b>		<b>\$4,590.00</b>
<b>III. Engineering Services for Roadway Geotechnical Report</b>			
1. Senior Geotechnical Engineer - report	16 Hours	\$155.00	\$2,480.00
2. Project Engineer to prepare exhibits	12 Hours	\$125.00	\$1,500.00
3. Plan and Profile Drafting	8 Hours	\$108.00	<u>\$864.00</u>
	<b>Subtotal for Engineering Services:</b>		<b>\$4,844.00</b>
	<b>Total Estimated Fee:</b>		<b>\$15,624.00</b>

**GENERAL CONDITIONS**  
**GEOCON PROFESSIONAL SERVICES, LLC**  
**Geotechnical Services**

**Item 1. Scope of Work.** Geoccon Professional Services, LLC, (GEOCON) shall perform services in accordance with an agreement made with the 'client.' The agreement consists of GEOCON's proposal, Standard Fee Schedule, and these General Conditions. The client is defined as the person or entity requesting and/or authorizing the work, and in doing so, client represents and warrants that he is duly authorized in this role, even if performed on behalf of another party or entity, in which case the other party or entity is also considered as the client. The acceptance of GEOCON's proposal signifies the acceptance of the terms of this agreement.

The fees for services rendered will be billed in accordance with the Standard Fee Schedule; unit rates for services not covered in the fee schedule or elsewhere in the agreement can be provided. The standard prices proposed for the work are predicated upon the client's acceptance of the conditions and allocations of risks and obligations described in the agreement. The client shall impart the terms of this agreement to any third party to whom client releases any part of GEOCON's work. GEOCON shall have no obligations to any party other than those expressed in this agreement.

**Item 2. Site Access.** The client will provide for the right-of-access to the work site. In the event the work site is not owned by the client, client represents to GEOCON that all necessary permissions for GEOCON to enter the site and conduct the work, have been obtained. While GEOCON shall exercise reasonable care to minimize damage to the property, the client understands that some damage may occur during the normal course of work, that GEOCON has not included in its fee the cost of restoration of damage, and that client will pay for such restoration costs.

**Item 3. Utilities.** In the performance of its work, GEOCON will take all reasonable precautions to avoid damage to underground structures or utilities, and will rely on utility locator services to correctly identify their buried service lines, and on plans, drawings or sketches made available and provided by the client. The client agrees to hold GEOCON harmless and indemnify GEOCON from any claims, expenses, or other liabilities, including reasonable attorney fees, incurred by GEOCON for any damages to underground structures and utilities that were not correctly and clearly shown on the plans provided to GEOCON or otherwise disclosed by the client utility locator service. GEOCON will be responsible for ordering the utility locator services only if expressly set forth in the scope of the proposal.

**Item 4. Hazardous Materials and Conditions.** Prior to the start of services, or at the earliest time such information is learned, it shall be the duty of the client or other involved or contacted parties, to advise GEOCON of any known or suspected undocumented fills, hazardous materials, by-products, or constituents, and any known environmental, geologic, and geotechnical conditions, which exist on or near any premises upon which work is to be performed by GEOCON employees or subcontractors or which in any other way may be pertinent to GEOCON's proposed services.

The discovery of unanticipated hazardous materials, or suspected hazardous materials, may require that special and immediate measures be exercised to protect the health and safety of GEOCON site personnel and/or the public. GEOCON may at its option and on the basis of its judgement and opinion, exercise such precautions to complete the project or terminate further work on the project. In either case, the client will be notified as soon as practically possible, and the client agrees to bear all reasonable and equitable cost adjustments, if any, associated with such measures taken.

GEOCON's work shall include visual observation and laboratory testing of subsurface water and soil samples obtained by intrusive sampling of the subsurface, for the purpose of evaluating the geotechnical characteristics of the subsoils relative to the project. As such, GEOCON does not create, generate, transport or at any time own or store hazardous materials in the performance of its work. The client will take possession of and be responsible for the proper disposal of all hazardous materials including, but not limited to samples, drilling fluids and cuttings, decontamination and well development fluids, and used disposable protective gear and equipment.

**Item 5. Confidentiality.** GEOCON shall hold confidential the business and technical information obtained or generated in performance of services under this agreement and identified in writing by the client as "confidential." GEOCON shall not disclose such information except if such disclosure is required by governmental statute, ordinance, or regulation; for compliance with professional standards of conduct for public safety, health, and welfare concerns;

or for protection of GEOCON against claims or liabilities arising from performance of its services.

The technical and pricing information contained in any report or proposal submitted by GEOCON, is to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without the express written consent of GEOCON.

**Item 6. Standard of Care.** GEOCON will perform the services under this agreement in accordance with generally accepted practice, in a manner consistent with the level of care and skill ordinarily exercised by members of this profession under similar circumstances. No other warranties, implied or expressed, in fact or by law, are made or intended in this agreement. The client recognizes that subsurface soil and groundwater conditions can vary between sampling points and with time, and that the interpretation of data and opinions and recommendations made by GEOCON are based solely on obtained data. Such limitations can result in a redirection of conclusions and interpretations where new or changed information is obtained. GEOCON will not be responsible for the interpretations by others, of data obtained by GEOCON for the geotechnical study.

**Item 7. Technical Methodology and Protocol.** GEOCON will select generally accepted methods and procedures it considers appropriate to accomplish the intended and understood purpose of its services within the scope of this agreement, and the client signifies concurrence with these methods and procedures by acceptance of this agreement. In the event other methods or procedures are preferred by the client or considered more appropriate, a written description or designation of these must be provided prior to execution of this agreement.

**Item 8. Limitations of Liability.** The client agrees to limit GEOCON's liability to the client and all parties claiming through the client or otherwise claiming reliance on GEOCON's services, allegedly arising from GEOCON's professional acts or errors and omissions, to a sum not to exceed GEOCON's fees for the services performed on the project, provided that such claims are not attributable to GEOCON's gross negligence or intentional misconduct. In this latter event the limit of liability will be increased to \$25,000 less any applicable insurance amount covering alleged damages or claims. In no event shall GEOCON or any other party to this agreement, including parties which may have or claim to have a direct or indirect reliance on GEOCON's services, be liable to the other parties for incidental, indirect or consequential damages arising from any cause.

**Item 9. Insurance and Indemnity.** GEOCON represents that the company maintains general liability and property damage insurance coverage considered adequate and comparable with coverage maintained by other similar firms, and that GEOCON's employees are covered by Workman's Compensation Insurance. Certificates of insurance can be provided to the client upon written request. GEOCON shall not be responsible for any loss, damage, or liability beyond the insurance limits and conditions. GEOCON agrees to indemnify the client from and save client harmless against any loss, damage, or liability stemming from acts of gross negligence by GEOCON. Except as expressly set forth in Item Nos. 8 and 9, the client agrees to hold GEOCON, its officers, directors, agents, and employees, harmless from any claims, suits or liability including but not limited to attorney fees, costs of settlement and other incidental costs, for personal injury, death, illness, property damage or any other loss, allegedly arising from or related to GEOCON's performance of work.

**Item 10. Modifications.** This agreement and all attachments pursuant to this agreement represents the entire understanding between the parties, and neither the client nor GEOCON may amend or modify any aspect of this contract unless such alterations are reduced to writing and properly executed by the parties hereto. These terms and conditions shall supersede all prior or contemporaneous communications, representations, or agreements, and any provisions expressed or implied in the request for proposal, purchase order, authorization to proceed, or other contradictory provisions, whether written or oral.

**Item 11. Payment.** Invoices for performed work will be submitted monthly for services rendered the prior month, payable within 30 days of invoice date. The fees quoted are based upon an expected monthly payment. An interest charge of 1.5% per month will be added to delinquent charges; however, GEOCON, at its option, may terminate its services due to client's failure to pay when due. In the event of termination of services prior to completion, client shall compensate GEOCON for all services performed prior to and for such termination.

**AGREEMENT FOR  
LAND ACQUISITION CONSULTING SERVICES**

**Village of Tinley Park / Robinson Engineering, Ltd.  
80<sup>th</sup> Avenue & 191<sup>st</sup> Street**

AGREEMENT between Mathewson Right of Way Company (MROWCO) whose address is 30 North LaSalle Street, Suite 2400, Chicago, Illinois 60602 and Robinson Engineering, Ltd. (RELTD), whose address is 17000 South Park Avenue, South Holland, Illinois 60473.

MROWCO shall provide to RELTD, on behalf of Village of Tinley Park (VILLAGE), consulting services for the acquisition of right of way for the 80<sup>th</sup> Avenue & 191<sup>st</sup> Street (PROJECT).

The PROJECT shall consist of the acquisition of approximately 2 parcels.

MROWCO shall perform the following services:

1. Appraisal
2. Appraisal Review
3. Negotiation
4. Closing Costs

All of the above are described as specified in Exhibit A: Scope of Services attached hereto.

RELTD shall compensate MROWCO for the services provided on behalf of the VILLAGE under this AGREEMENT as provided in Exhibit B: Compensation attached hereto. The total amount of compensation authorized by this agreement is not to exceed \$18,000.00.

Exhibit C: Terms and Conditions is attached hereto and made a part hereof.

Submitted this 4th day of March, 2019.

Accepted this \_\_\_ day of \_\_\_\_\_, 2019.

**Mathewson Right of Way Company**

**Robinson Engineering, Ltd.**

By:



Katherine D. Mathewson  
President

By: \_\_\_\_\_

## **EXHIBIT A: SCOPE OF SERVICES**

MROWCO agrees to perform, at the direction of RELTD, the following services:

1. Appraisal
2. Appraisal Review
3. Negotiation
4. Closing Costs

All services called for in this AGREEMENT will be conducted by an individual or individuals whose qualifications have been approved by the Illinois Department of Transportation, when applicable.

All services within the scope of this AGREEMENT shall be performed, where applicable, in accordance with the Land Acquisition Policies and Procedures Manual, hereinafter referred to as the LAPPM.

### **APPRAISALS**

Determinations of fair market value performed by the Appraiser shall be in accordance with the LAPPM.

The Appraiser shall make a detailed inspection of the properties and make such investigations and studies as are necessary to derive sound conclusions for the preparation of appraisal reports.

Valuations shall be prepared as outlined in the LAPPM. The format to be used shall be one of the following types as described in the LAPPM:

- Non-Complex Appraisal Report
- Complex Appraisal Report

The Appraiser is to determine which type of appraisal format should be used for each parcel and obtain the VILLAGE'S concurrence. MROWCO shall provide a copy of an appraisal of each parcel together with Improvement Disposition Values form to be submitted to the VILLAGE for approval.

Property needed shall be acquired by fee simple, dedication, permanent easement, temporary use permit, or temporary easement as determined and shown on the right of way plan furnished by the VILLAGE.

It may be necessary for a completed appraisal to be updated for condemnation purposes or revised due to a change in the ROW plat or due to new information provided by the VILLAGE. These updates or revisions will be assigned to the Appraiser in a separate work order as the need arises. An Appraiser's revision of the appraisal due to the Review Appraiser's comments or corrections does not constitute an update or revision that would necessitate a separate work order.

On parcels that require the acquisition of a residence, it may be necessary for the Appraiser to perform an additional analysis to determine an allocated value for the residence and home site as separate from the whole parcel to be acquired. This would be needed for relocation purposes and is not to be included in the appraisal report. The cost for the additional appraisal analysis will be established in the work order for that appraisal.

The Appraiser shall prepare a comparable sales brochure in accordance with the LAPPM for each project and as directed by the VILLAGE.

The Appraiser shall prepare grids that compare comparable sales to the subject parcel, where appropriate.

The Appraiser shall include land and improvement allocations in the comparable sales data section of all appraisals.

The Non-Complex Appraisal Report and Complex Appraisal Report, and an updated or revised appraisal report, shall be deemed complete when an acceptable appraisal report is submitted by MROWCO and approved by the VILLAGE.

Appearances in court and/or pretrial conferences, which include depositions and preparation time for depositions and court, may be required for the appraisal services requested herein. The time spent at such appearance or appearances shall be made upon request of the VILLAGE or its trial counsel and shall be paid for as specified in Exhibit B.

Appraiser may be asked to perform a Cost Analysis for budgetary purposes.

Appraiser may be asked to provide a Comparable Sales Book as an on-going assignment independent of individual appraisals.

MROWCO staff may assist in the preparation of appraisal work.

## **REVIEW APPRAISALS**

All appraisals must be reviewed and certified by a Review Appraiser. Appraisal reviews performed by the Review Appraiser must be in accordance with the LAPPM. It is the Review Appraiser's responsibility to ensure that all items affecting the value of the property have been considered in the appraisal. A study of the comparable sales brochure is considered as part of the appraisal review.

The Review Appraiser must complete an Appraisal Review Certification for all appraisal reviews.

It may be necessary for a completed appraisal review to be updated due to a change in the ROW plat or due to new information provided by the VILLAGE. These updates or revisions will be assigned to MROWCO in a separate work order as the need arises. A Review Appraiser's second or other subsequent review of an appraisal, rewritten by the appraiser due to the Review

Appraiser's comments or corrections, does not constitute an update or revision to the appraisal review that would necessitate a separate work order.

The Appraisal Review for the Non-Complex Appraisal Report and Complex Appraisal Report, and an updated or revised appraisal review, shall be deemed complete when an acceptable Appraisal Review is submitted by MROWCO and approved by the VILLAGE.

Appearances in court and/or pretrial conferences, which include depositions, may be required for the review appraisal services requested herein. The time spent at such appearance or appearances shall be made upon request of the VILLAGE or its trial counsel and shall be paid for as specified in Exhibit B.

The Review Appraiser may be asked to perform a Cost Analysis for budgetary purposes.

The Review Appraiser may be asked to review a Comparable Sales Book as an on-going assignment independent of individual appraisals.

MROWCO staff may assist in the preparation of review appraisal work.

## NEGOTIATIONS

The Negotiator is responsible for all land acquisition negotiations conducted under this AGREEMENT. Negotiations shall be in accordance with the LAPPM. The negotiator shall:

- Be the VILLAGE's representative to the property owner.
- Work with the Project Manager to receive and understand the scope of work for each work order and the associated deadlines/time frames involved.
- Establish schedules for each activity and report the progress to the Project Manager to assure a quality product.
- Assure that the deadlines assigned are met.
- Maintain channels of communication.
- Provide a quality product.

Before the initiation of negotiations for each parcel, the VILLAGE must approve the amount of just compensation. The Negotiator shall fully document on an ongoing basis all efforts made to acquire the parcel in the Negotiator's Report. Said report shall be available to the VILLAGE as reasonably requested

The Negotiator may recommend administrative settlements as outlined in the LAPPM. Administrative settlements will be determined by the VILLAGE on an individual parcel basis.

In the event MROWCO, after having made every reasonable effort to negotiate with the owner of a parcel, is unable to obtain a settlement on the approved appraisal amount, MROWCO shall prepare and submit a written report summarizing the progress of negotiations to date together with a copy of MROWCO'S Negotiator's Report completed to date with the names and addresses of all interested parties. MROWCO'S written report shall also include its

recommendation for further procedure towards acquiring the parcel. The VILLAGE may elect to prepare and forward a Final Offer letter (with copy to MROWCO) to the owner of the parcel and thereafter refer the matter to the State's Attorney's Office to proceed with preparation of a condemnation petition. In any case, the VILLAGE reserves the right to require MROWCO to make additional negotiation contacts with the parcel owner up until the actual date of filing a petition to condemn the parcel.

The negotiation for a parcel will be deemed complete when all required documents necessary to obtain title approval are submitted and approved by the VILLAGE. If a negotiated settlement cannot be reached, the negotiation for a parcel will be deemed complete when the documentation for eminent domain action is submitted and approved by the VILLAGE, and the complaint is filed.

If requested to do so, MROWCO shall provide title review and an attorney's approval letter provided by Mathewson & Mathewson, P.C. for no additional cost.

Each Updated Negotiation or Revised Negotiation shall be paid for at the per parcel fee as specified in Exhibit B. An updated negotiation or revised negotiation is defined as additional negotiation work requested by the VILLAGE due to new parcel information supplied by the VILLAGE to MROWCO after first contact with the property owner. New parcel information could include, but is not limited to, significant changes in the area of the acquisition; updated (and modified) appraisal amounts that require revised negotiation documents; updated (and modified) title information that requires negotiations with additional property owner(s). Any additional work required to obtain title approval does not constitute an update or revision that would necessitate a separate work order.

Where the acquisition of a parcel involves the displacement of an owner or tenant occupant from a residence or any personal property thereof, MROWCO shall coordinate the offering of relocation assistance any payments to each displaced owner-occupant simultaneously with initiation of negotiations and to each displaced tenant-occupant within seven (7) days following initiation of negotiations for the parcel.

Appearances in court and/or pretrial conferences, which include depositions, may be required for the negotiation services requested herein. The time spent at such appearance or appearances shall be made upon request of the VILLAGE or its trial counsel and shall be paid for as specified in Exhibit B.



## EXHIBIT B: COMPENSATION

The services to be provided by MROWCO under this agreement shall be assigned and compensated as provided in the table below.

<u>Task</u>	<u>Fee</u>	<u>Parcels</u>	<u>Total</u>
Appraisal	\$3,000.00	2	\$6,000.00
Appraisal Review	\$1,500.00	2	\$3,000.00
Negotiation	\$3,500.00	2	\$7,000.00
Closing Costs	\$1,000.00	2	\$2,000.00
		<b>Total:</b>	<b>\$18,000.00</b>

The sum total of all services shall not exceed \$18,000.00.

MROWCO shall advance funds to cover direct expenses related to the project. These expenses shall include but not be limited to, title company expenses for title research, title commitments, title later dates, title insurance fees, document copy fees, recording fees, partial release fees, land trustee fees, escrow fees, shipping and the like. RELTD shall reimburse MROWCO for the actual cost of the direct expenses.

The fees for services shall include all transportation, food, lodging, telephone, or any other operating expenses incurred by MROWCO in the performance thereof.

It is understood that appearances in court and pretrial conferences may be required in relation to the negotiation services called for herein and it is agreed that such appearance or appearances shall be made upon request of VILLAGE or its trial counsel.

In event of such services being requested, they will be provided as follows:

- (a) Rate each half day or fraction thereof for time spent in pretrial conference \$1,000.00.
- (b) Rate each half day or fraction thereof for time spent in court \$1,000.00.

## **EXHIBIT C: TERMS AND CONDITIONS**

### **1. Parcels**

The VILLAGE shall provide MROWCO with relevant plats of highways, legal descriptions and construction plans for each parcel to be acquired. Each parcel shall consist of one or more basic parcels of land required as right of way for highway purposes to be acquired in fee simple title, and such other easements (temporary or permanent) for uses incidental to construction of the highway but which are not considered as part of the highway right of way, all of which are under the same ownership involving a complete contiguous parcel.

### **2. Termination**

RELTD may terminate this AGREEMENT at any time and for any cause by a notice in writing to MROWCO. In the event of such termination, payment will be made to MROWCO for any completed services. Services in the process of completion shall be compensated for on an equitable basis and all incomplete parcel data collected in connection with them shall be turned over and become the property of the VILLAGE; provided, however, this AGREEMENT be terminated solely because the progress or quality of work is unsatisfactory as determined by RELTD accepting this AGREEMENT, then no payment will be made or demanded by MROWCO for any services which have not been completed and delivered to the VILLAGE prior to the date of said termination.

### **3. Project Materials**

- a. It is understood and agreed that the VILLAGE shall be considered the sole owner of all plats, legal descriptions, ownership and occupancy records, forms of deeds and easements, title reports, and any and all other material furnished, prepared or obtained by MROWCO during the course of providing its services for the parcel and shall be maintained in a separate parcel file for the parcel assigned. MROWCO will provide a copy of the original file of the parcel during the course of the project to VILLAGE. MROWCO will provide a timely update of all documents that pertain to the parcel during the course of the project. Upon completion of the project the original file will be delivered to VILLAGE. Upon termination of this AGREEMENT for any cause or upon completion of the acquisition of the parcel or upon request of VILLAGE when acquisition is determined to be by Eminent Domain proceedings, MROWCO's parcel file shall be delivered to the VILLAGE. MROWCO'S parcel files shall be available for inspection or review of its contents by VILLAGE, Illinois Department of Transportation or Federal Highway Administration personnel at any time.
- b. Electronic copies shall be provided unless VILLAGE requests to the contrary.

#### 4. **Records Preservation**

MROWCO shall maintain, for a minimum of five years after the completion of the AGREEMENT, adequate books, records, and supporting documents to verify the amount, recipients, and uses of all disbursements of funds passing in conjunction with the AGREEMENT; the AGREEMENT and all books, records, and supporting documents related to the AGREEMENT shall be available for review and audit by the VILLAGE Auditor; and the MROWCO agrees to cooperate fully with any audit conducted by the Auditor and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this Section shall establish a presumption in favor of the VILLAGE for the recovery of any funds paid by the VILLAGE under the AGREEMENT for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

#### 5. **Consultant Certifications and Representations**

- a. MROWCO certifies that MROWCO has read the certifications and assurances described in this AGREEMENT and in the Standard Provisions, and certifies that Katherine D. Mathewson's signature on the AGREEMENT constitutes an endorsement and execution of each certification and assurance as though each were individually signed, and made on behalf of the contracting entity and its officers and each individual authorized to do work for the VILLAGE under this AGREEMENT.
- b. MROWCO under penalties of perjury, certifies that 20-3870734 is its correct Federal Taxpayer Identification number. It is doing business as a Corporation.
- c. MROWCO certifies that it is not in default on an educational loan.
- d. MROWCO certifies that it is not barred from bidding on State of Illinois AGREEMENTs because of violations of State law regarding bid rigging or rotating. 720 ILCS 5/33E-3, 33E-4.
- e. MROWCO certifies that it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of this AGREEMENT, or if a corporation, partnership, or other entity with 25 or more employees, have completed and signed a "DRUG-FREE WORKPLACE CERTIFICATION."
- f. MROWCO, under penalty or perjury under the laws of the United States, certifies that the company or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of federal funds:
  - i. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

- ii. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
  - iii. does not have a proposed debarment pending; and
  - iv. has not been indicted, convicted, or the subject of a civil judgment by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.
- g. MROWCO certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois nor has MROWCO made admission of guilt of such conduct which is a matter of record, nor has any official, officer, agent, or employee of this company been so convicted nor made such an admission.
- h. MROWCO is hereby notified that the VILLAGE, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and Title 49, Code of Federal Regulations, Part 21, issued pursuant to such Act, will affirmatively insure that any AGREEMENT entered into pursuant to this AGREEMENT will be awarded without discrimination on the grounds of race, color, or national origin.
- i. MROWCO warrants and represents that it is fully qualified to provide the services hereunder provided for in this Agreement.

## 6. Disclosures

- a. MROWCO hereby certifies that if any conflict of interest arises, in any of the parcels subsequently assigned to it, it will immediately, within 5 business days of receipt, inform the VILLAGE accepting this AGREEMENT and return all material furnished to him for reassignment to others.
- b. It is understood and agreed that Appendices A and B shall be a part of this AGREEMENT and MROWCO agrees to be bound by the terms and provisions contained herein.
- c. MROWCO warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this AGREEMENT, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for it, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the AGREEMENT. For breach or violation of this warranty, the VILLAGE shall have the right to annul this AGREEMENT without liability.

## **7. Indemnity**

MROWCO will indemnify and hold harmless the VILLAGE from all claims and liability due to activities of himself, its agents, and its employees and will comply with all Federal, State, and local laws and ordinances.

## **8. Insurance**

MROWCO shall obtain Commercial General Liability in a broad form, to include but not be limited to, coverage for the following where exposure exists: Bodily Injury and Property Damage, Premises/Operations, Independent contractors, Products/Completed Operations, Personal Injury, Professional Liability\* and contractual Liability; limits of liability not less than: \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate.

Business Auto Liability to include, but not be limited to, coverage for the following where exposure exists: Owned Vehicles, Hired and Non-Owned Vehicles and Employee Non-Ownership; limits of liability not less than: \$1,000,000.00 per occurrence, combined single limit for Bodily Injury and Property Damage Liability. Workers' Compensation Insurance will cover all employees that meet statutory limit in compliance with applicable state and federal laws. The coverage must also include employer's liability with minimum limits of \$100,000.00 for each incident.

RELTD shall be provided with Certificates of Insurance evidencing the above required insurance prior to the commencement of services and thereafter with the certificates evidencing renewals or changes to said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies. RELTD shall be named as additional insured on all liability policies, and MROWCO acknowledges that any insurance maintained by RELTD shall apply in excess of, and not contribute to, insurance provided by MROWCO. The contractual liability arising out of the AGREEMENT shall be acknowledged on the Certificate of Insurance by the insurance company.

RELTD shall be provided with thirty (30) day prior notice, in writing, of Notice of Cancellation or material change and said notification requirements shall be stated on the Certificate of Insurance.

\*Professional Liability coverage shall be provided via Mathewson & Mathewson, P.C.

## **9. Breach**

Nothing herein shall be construed as prohibiting the parties to the AGREEMENT from pursuing any other remedies available to the parties for such breach or threatened breach, including recovery of damages from the parties. This provision shall survive any termination of this AGREEMENT.

## **10. Governing Law**

Terms of this AGREEMENT will be governed by Illinois law.

## **11. Transferability**

MROWCO agrees that this AGREEMENT or any part thereof will not be sublet or transferred without the written consent of the VILLAGE accepting this AGREEMENT.

## **12. Execution of AGREEMENT**

In the event this AGREEMENT is executed, it shall constitute a contract as of the date it is approved by RELTD or its authorized representative and shall be binding on MROWCO, its executors, administrators, successors or assigns, as may be applicable.

## STATE OF ILLINOIS DRUG FREE WORKPLACE CERTIFICATION

This certification is required by the Drug Free Workplace Act (III. Rev. Stat., ch. 127, par. 152.311). The Drug Free Workplace Act, effective January 1, 1992, requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
  - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
  - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
  - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
    - (A) abide by the terms of the statement; and
    - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
  - (1) the dangers of drug abuse in the workplace;
  - (2) the grantee's or contractor's policy of maintaining a drug-free workplace;
  - (3) any available drug counseling, rehabilitation, and employee assistance program; and

- (4) the penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by an employee who is so convicted, as required by section 5 of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

Mathewson Right of Way Company

Printed Name of Organization



Signature of Authorized Representative

Requisition/Contract/Grant

ID Number

Katherine D. Mathewson, President

Printed Name and Title

March 4, 2019

Date

## APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. **Compliance with Regulations:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the ground of race, color or national origin in the selection and retention of subcontractors including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State or the Federal Highway Administration is appropriate and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the State shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - withholding of payments to the contractor under the contract until the contractor complies, and/or
  - cancellation, termination or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor shall include the provisions of Paragraph (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the State or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.



## APPENDIX B

**EQUAL EMPLOYMENT OPPORTUNITY CLAUSE** required by the Illinois Fair Employment Practices Commission as a material term of all public contracts:

**EQUAL EMPLOYMENT OPPORTUNITY.** In the event of the contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Fair Employment Practices Act or the Fair Employment Practices Commission's Rules and Regulations for Public Contracts, the contractor may be declared nonresponsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed and remedies invoked as provided by Statute or regulation.

During the performance of this contract (Agreement), the contractor (Consultant) agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or ancestry, physical or mental handicap unrelated to ability, or an unfavorable discharge from the military service, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
2. That, if it hires additional employees in order to perform this contract, or any portion hereof, it will determine the availability (in accordance with the Commission's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry, physical or mental handicap unrelated to ability, or an unfavorable discharge from the military service.
4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice such labor organization or representative of the contractor's obligations under the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Illinois Fair Employment Practices Commission and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
5. That it will submit reports as required by the Illinois Fair Employment Practices Commission's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Commission or the contracting agency, and in all respects comply with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.
6. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Illinois Fair Employment Practices Commission for purposes of investigation to ascertain compliance with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.

7. That it will include verbatim or by reference the provisions of Paragraphs 1 through 7 of this clause in every performance subcontract as defined in Section 2.1 O(b) of the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such subcontractor; and that it will also so include the provisions of paragraphs 1, 5, 6 and 7 in every supply subcontract as defined in Section 2.1 O(a) of the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by all its subcontractors; and further it will promptly notify the contracting agency and the Illinois Fair Employment Practices Commission in the event any subcontractor fails or refuses to comply therewith. In addition, no contractor will utilize any subcontractor declared by the Commission to be nonresponsible and therefore ineligible for contracts or subcontracts with the state of Illinois or any of its political subdivisions or municipal corporations.

With respect to the two types of subcontracts referred to under paragraph 7 of the Equal Employment Opportunity Clause above, following is an excerpt of Section 2 of the FEPC's Rules and Regulations for Public Contracts:

Section 2.10. The term "Subcontract" means any agreement, arrangement or understanding, written or otherwise, between a contractor and any person (in which the parties do not stand in the relationship of an employer and an employee):

- for the furnishing of supplies or services or for the use of real or personal property, including lease arrangements, which, in whole or in part, is utilized in the performance of any one or more contracts; or
- under which any portion of the contractor's obligation under any one or more contracts is performed, undertaken or assumed.

By signing this Proposal, the **NEGOTIATOR** agrees to the provisions as written. Upon acceptance by the **LPA**, this Contract shall be governed by Illinois law.

For the **NEGOTIATOR**:

Mathewson Right of Way Company  
30 North LaSalle Street, Suite 2400  
Chicago, IL 60602

By:   
Authorized Signature

March 4, 2019

FEIN: 20-3870734

Telephone: (312) 676-2900

For the **LPA**:

Village of Tinley Park /  
Robinson Engineering, Ltd.

By: \_\_\_\_\_  
LPA Representative

Date: \_\_\_\_\_



A Subsidiary of GZA



February 22, 2019

via email: [wdolan@reltd.com](mailto:wdolan@reltd.com)

Mr. Will Dolan, PE, PTOE  
Senior Project Manager  
Robinson Engineering, Ltd.  
1700 South Park Avenue  
South Holland, IL 60473

**Re: Wetland Permit Preparation Services  
80<sup>th</sup> Avenue at 191<sup>st</sup> Street Improvements, Will County, Illinois  
Proposal No. 81.PT00166.19**

Dear Mr. Dolan:

Huff & Huff, Inc., (H&H) a subsidiary of GZA GeoEnvironmental, Inc. (GZA) is pleased to submit this proposal to Robinson Engineering, Ltd. (Client) to complete wetland permit preparation services for the proposed Will County Division of Transportation (WCDOT) 80<sup>th</sup> Avenue at 191<sup>st</sup> Street Improvements Project (80<sup>th</sup> at 191<sup>st</sup> Project) located in Will County, Illinois. Client has requested completion of wetland related permit preparation documentation and coordination associated with these roadway improvements. This 80<sup>th</sup> at 191<sup>st</sup> Project is directly south of the WCDOT 80<sup>th</sup> Avenue from 191<sup>st</sup> Street to 183<sup>rd</sup> Street Improvements Project (80<sup>th</sup> Avenue Improvement Project), which is being conducted under separate contract.

The 80<sup>th</sup> at 191<sup>st</sup> Project begins at the 80<sup>th</sup> Avenue and 191<sup>st</sup> Street intersection and extends north approximately 680 feet to roadway Station 82+31, the southern limit of the 80<sup>th</sup> Avenue Improvements Project. This proposal presents our scope of services, level of effort and schedule, costs, and acceptance for completing the 80<sup>th</sup> at 191<sup>st</sup> Project.

**1. SCOPE OF SERVICES**

Wetland permit preparation for the 80<sup>th</sup> at 191<sup>st</sup> Project will be conducted under services presented in this proposal; however, all permit submittals will be conducted under the separate 80<sup>th</sup> Avenue Improvements Project contract.

**Task 1 – Individual Section 404 Permit Application Preparation**

It is our understanding that the wetland delineation was updated in 2017. This delineation will be valid for five years. Therefore, wetland delineations are not included in this scope.

Preliminary wetland impact totals between both contracts is anticipated to be over 1.0 acre. Therefore, it is assumed the project will require an Individual Section 404 Permit with separate Section 401 Water Quality Certification, including anti-degradation analysis. It does not appear that IDOT has completed streams surveys that may be necessary for the anti-degradation and water quality modelling.

Permits for impacts to jurisdictional surface waters and/or wetlands are issued through the U.S. Army Corps of Engineers (USACE) Chicago District. Based on the Phase 1 wetland impacts, it appears that an Individual Permit will be required. This scope of work includes the tasks necessary to obtain an Individual Permit for the 80<sup>th</sup> at 191<sup>st</sup> Project area only.

GEOTECHNICAL  
ENVIRONMENTAL  
ECOLOGICAL  
WATER  
CONSTRUCTION  
MANAGEMENT

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[www.gza.com](http://www.gza.com)



Consultant will prepare the necessary information associated with the 80<sup>th</sup> at 191<sup>st</sup> Improvements Project area for the Joint Application form to obtain a permit from the USACE Chicago District for impacts to WOUS and/or wetlands.

Through this permitting process, the USACE Chicago District will coordinate with the following agencies during the review of the Joint Application as required:

- U.S. Army Corps of Engineers (USACE);
- U.S. Fish & Wildlife Service (USFWS);
- Illinois Department of Natural Resources (IDNR);
- Illinois Department of Natural Resources/Office of Water Resources (IDNR/OWR);
- Illinois Environmental Protection Agency (IEPA); and
- Illinois State Historic Preservation Office (SHPO).

Individual permits require a public notice period as well as separate water quality certification (WQC) from the IEPA. The individual permit process can take more than a year to obtain a permit and requires an alternatives analysis and public notice.

Endangered species review is also required through the USFWS under Section 7 of the Federal Endangered Species Act if a federal action is undertaken (the USACE issuing a permit). This review has been completed by IDOT.

Coordination with the Illinois SHPO is required to determine the presence/absence and potential impacts of the project to cultural or archeological resources. This review has been completed by IDOT.

This scope includes a pre-application meeting and coordination with the USACE Chicago District.

Based on preliminary wetland impacts, it appears the 80<sup>th</sup> at 191<sup>st</sup> Project and the 80<sup>th</sup> Avenue Improvements Project will require an Individual Section 404 Permit from the USACE. Therefore, a separate Section 401 Water Quality Certification (WQC), Antidegradation Assessment Report, is required from the IEPA. The IEPA will require completion of the Stream Mitigation Worksheets for streams impacted by the proposed project. Mitigation for the stream impacts will also need to be addressed in the Antidegradation Assessment Report. As no streams are located within the 80<sup>th</sup> at 191<sup>st</sup> Project area, work associated with the WQC and the Antidegradation Assessment Report are included under the 80<sup>th</sup> Avenue Improvements Project contract.

It is H&H's understanding that Client will provide the Wetland Delineation Report, alternatives analysis, and existing and proposed drainage information.

#### **Task 2 – QA/QC**

Time under this task includes QA/QC time for the reports as described above.

#### **Task 3 – Project Management**

Time under this task includes project administration and management activities that include cost and schedule tracking, coordination with Client on authorized activities, memo production and other in-house management activities, and project closeout.

## **2. LEVEL OF EFFORT AND SCHEDULE**

The wetland permitting preparation services will commence when wetland impacts have been assessed. If the project is able to be completed with less than one acre of impact to wetlands, a separate 401 Water Quality Certification will most likely not be required. Coordination regarding permitting will be initiated within one week of notice to proceed. Stream sampling conducted under other contract may be required prior to determination of wetland impacts due to seasonality requirements. This delay would affect scheduling.



**Conditions of Engagement**

The conditions of engagement are described in the attached Terms and Conditions for Professional Services. H&H's report will be prepared on behalf of and for the exclusive use of Client. Client acknowledges and agrees that the report and the findings in the report shall not, in whole or in part, be disseminated or conveyed to any other party, or used or relied upon by any other party, in whole or in part, except for the specific purpose and to the specific parties alluded to above, without the written consent of H&H. H&H would be pleased to discuss the conditions associated with any additional dissemination, use, or reliance by other parties.

**3. COSTS**

Costs for performing the scope of work presented in this proposal are attached.

**4. ACCEPTANCE**

This agreement may be accepted by signing in the appropriate space below and returning one complete copy to H&H. This proposal is valid for a period of 30 days from the date of issue.

We appreciate the opportunity to submit this proposal. Please feel free to contact me at (630) 684-4425 with any questions.

Very truly yours,  
**Huff & Huff, Inc.**

Baron H. Stuedemann, P.E., PWS  
Associate Principal

Attachments: Terms and Conditions

This Proposal for Services, Schedule of Fees and Terms and Conditions for Professional Services are hereby accepted and executed by a duly authorized signatory, who by execution hereof, warrants that he/she has full authority to act for, in the name, and on behalf of \_\_\_\_\_.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Printed/Typed Name: \_\_\_\_\_

Date: \_\_\_\_\_

The Proposal for Services, Schedule of Fees and Terms and Conditions for Professional Services may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by an e-mail delivery of a document in ".pdf" format, each such signature shall create a valid and binding obligation of the party executing the document, or on whose behalf each document is executed, with the same force and effect as if each such facsimile or ".pdf" signature were an original thereof.



## TERMS AND CONDITION FOR PROFESSIONAL SERVICES

© 2016 by Huff & Huff, Inc., a Subsidiary of GZA GeoEnvironmental, Inc.

These Terms and Conditions, together with H&H's Proposal, make up the Agreement between H&H and you, Client, named in the attached proposal.

**BEFORE SIGNING THE PROPOSAL, BE SURE YOU READ AND UNDERSTAND THE PARAGRAPHS ENTITLED "INDEMNIFICATION" AND "LIMITATION OF REMEDIES" WHICH DEAL WITH THE ALLOCATION OF RISK BETWEEN YOU AND H&H.**

1. **Services.** H&H will perform the services set forth in its Proposal and any amendments or change orders authorized by you. Any request or direction from you that would require extra work or additional time for performance or would result in an increase in H&H's costs will be the subject of a negotiated amendment or change order.
2. **Standard of Care.** H&H will perform the services with the degree of skill and care ordinarily exercised by qualified professionals performing the same type of services at the same time under similar conditions in the same or similar locality. **NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING WARRANTY OF MARKETABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IS MADE OR INTENDED BY H&H'S PROPOSAL OR BY ANY OF H&H'S ORAL OR WRITTEN REPORTS.**
3. **Payment.**
  - a. Except as otherwise stated in the Proposal, you will compensate H&H for the services at the rates set forth in the applicable Proposal, amendment or change order; reimburse its expenses, which will include a communication fee calculated as a percentage of labor invoiced; and pay any sales or similar taxes thereon.
  - b. Any retainer specified in H&H's Proposal shall be due prior to the start of services and will be applied to the final invoice for services.
  - c. H&H will submit invoices monthly, and Client will forward to Prime within 30 days of invoice date. Client payment to H&H is due within 20 days of receipt of payment from Prime. Overdue payments will bear interest at 1½ percent per month or, if lower, the maximum lawful rate. H&H may terminate its services upon 10 days' written notice anytime your payment is overdue on this or any other project and you will pay for all services through termination, plus termination costs. You will reimburse H&H's costs of collecting overdue invoices, including reasonable attorneys' fees.
4. **Your Responsibilities.**
  - a. Except as otherwise agreed, you will secure the approvals, permits, licenses and consents necessary for performance of the services. If you are the owner or operator of the Site, you will provide H&H with all documents, plans, information concerning underground structures (including but not limited to utilities, conduits, pipes, and tanks), information related to hazardous materials or other environmental or geotechnical conditions at the site and other information that may be pertinent to the services or, if you are not the owner or operator of the Site, you agree to make reasonable efforts to obtain these same documents and provide them to H&H. Unless otherwise indicated in writing, H&H will be entitled to rely on documents and information you provide.
  - b. If you use the services of a construction contractor at the Site, you agree to use best and reasonable efforts to include in your agreement(s) with the construction contractor provisions obligating the latter:
    - (i) to indemnify, defend and hold harmless, to the fullest extent permitted by law, you and H&H, its officers, employees and principals, for or on account of any claims, liabilities, costs and expenses, including attorneys' fees, arising out of or relating to the design or implementation of construction means, methods, procedures, techniques, and sequences of construction, including safety precautions or programs, of the contractor, or any of its subcontractors or any engineer engaged by it;
    - (ii) to name you and H&H as additional insureds under general liability and builder's risk insurance coverages maintained by the contractor, or any of its subcontractors; and
    - (iii) to require that all of its subcontractors agree and be bound to the obligations set forth in (i) and (ii) above.



- c. In the event that you are unable to secure such provisions in the agreement(s) with the construction contractor, you shall promptly notify H&H and H&H shall have the opportunity to negotiate with you reasonable substitute risk allocation and insurance indemnities and protections.
5. **Right of Entry.** You grant H&H and its subcontractor(s) permission to enter the site to perform the services. If you do not own the site, you represent and warrant that the owner has granted permission for H&H to enter the site and perform the services; you will provide reasonable verification on request; and you will indemnify H&H for any claims by the site owner related to alleged trespass by H&H or its subcontractors.
6. **Reliance.** The services, information, and other data furnished by you shall be at your expense, and H&H may rely upon all information and data that you furnish, including the accuracy and completeness thereof. You acknowledge that the quality of the services provided by H&H is directly related to the accuracy and completeness of the information and data that you furnish to H&H. **H&H's REPORTS ARE PREPARED FOR AND MADE AVAILABLE FOR YOUR SOLE USE. YOU ACKNOWLEDGE AND AGREE THAT USE OF OR RELIANCE UPON THE REPORT OR THE FINDINGS IN THE REPORT BY ANY OTHER PARTY, OR FOR ANY OTHER PROJECT OR PURPOSE, SHALL BE AT YOUR OR SUCH OTHER PARTY'S SOLE RISK AND WITHOUT ANY LIABILITY TO H&H.**
7. **H&H Professionals.** H&H employees or consultants may act as licensed, certified or registered professionals (including but not limited to Professional Engineers, Licensed Site or Environmental Professionals, or Certified Industrial Hygienists, collectively referred to in this section as "H&H Professionals") whose duties may include the rendering of independent professional opinions. You acknowledge that a federal, state or local agency or other third party may audit the services of H&H or other contractor/consultant(s), which audit may require additional services, even though H&H and such H&H Professionals have each performed such services in accordance with the standard of care set forth herein. You agree to compensate H&H for all services performed in response to such an audit, or to meet additional requirements resulting from such an audit, at the rates set forth in the applicable Proposal, amendment or change order.
8. **Hazardous Materials; H&H "Not a Generator".** Before any hazardous or contaminated materials are removed from the site, you will sign manifests naming you as the generator of the waste (or, if you are not the generator, you will arrange for the generator to sign). You will select the treatment or disposal facility to which any waste is taken. H&H will not be the generator or owner of, nor will it possess, take title to, or assume legal liability for any hazardous or contaminated materials at or removed from the site. H&H will not have responsibility for or control of the site or of operations or activities at the site other than its own. H&H will not undertake, arrange for or control the handling, treatment, storage, removal, shipment, transportation or disposal of any hazardous or contaminated materials at or removed from the site, other than any laboratory samples it collects or tests. You agree to defend, indemnify and hold H&H harmless for any costs or liability incurred by H&H in defense of or in payment for any legal actions in which it is alleged that H&H is the owner, generator, treater, storer or disposer of hazardous waste.
9. **Limits on H&H's Responsibility.** H&H will not be responsible for the acts or omissions of contractors or others at the site, except for its own subcontractors and employees. H&H will not supervise, direct or assume control over or the authority to stop any contractor's work, nor shall H&H's professional activities or the presence of H&H or its employees and subcontractors be construed to imply that H&H has authority over or responsibility for the means, methods, techniques, sequences or procedures of construction, for work site health or safety precautions or programs, or for any failure of contractors to comply with contracts, plans, specifications or laws. Any opinions by H&H of probable costs of labor, materials, equipment or services to be furnished by others are strictly estimates and are not a guarantee that actual costs will be consistent with the estimates.
10. **Changed Conditions.**
  - a. You recognize the uncertainties relating to the furnishing of professional services, which often require a phased or exploratory approach, with the need for additional services becoming apparent during the initial services. You also recognize that actual conditions encountered may vary significantly from those anticipated, that laws and regulations are subject to change, and that the requirements of regulatory authorities are often unpredictable.
  - b. If changed or unanticipated conditions or delays make additional services necessary or result in additional costs or time for performance, H&H will notify you and the parties will negotiate appropriate changes to the scope of services, compensation and schedule.



- c. If no agreement can be reached, H&H will be entitled to terminate its services and to be equitably compensated for the services already performed. H&H will not be responsible for delays or failures to perform due to weather, labor disputes, intervention by or inability to get approvals from public authorities, acts or omissions on your part or any other causes beyond H&H's reasonable control, and you will compensate H&H for any resulting increase in its costs.
11. **Documents and Information.** All documents, data, calculations and work papers prepared or furnished by H&H are instruments of service and will remain H&H's property. Designs, reports, data and other work product delivered to you are for your use only, for the limited purposes disclosed to H&H. Any delayed use, use at another site, use on another project, or use by a third party will be at the user's sole risk, and without any liability to H&H. Any technology, methodology or technical information learned or developed by H&H will remain its property. Provided H&H is not in default under this Agreement, H&H's designs will not be used to complete this project by others, except by written agreement relating to use, liability and compensation.
12. **Electronic Media.** In accepting and utilizing any drawings, reports and data on any form of electronic media generated by H&H, you covenant and agree that all such electronic files are instruments of service of H&H, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights. In the event of a conflict between the signed documents prepared by H&H and electronic files, the signed documents shall govern. You agree not to reuse these electronic files, in whole or in part, for any purpose or project other than the project that is the subject of this Agreement. Any transfer of these electronic files to others or reuse or modifications to such files by you without the prior written consent of H&H will be at the user's sole risk and without any liability to H&H.
13. **Confidentiality; Subpoenas.** Information about this Agreement and H&H's services and information you provide to H&H regarding your business and the site, other than information available to the public and information acquired from third parties, will be maintained in confidence and will not be disclosed to others without your consent, except as H&H reasonably believes is necessary: (a) to perform its services; (b) to comply with professional standards to protect public health, safety and the environment; and (c) to comply with laws and court orders. H&H will make reasonable efforts to give you prior notice of any disclosure under (b) or (c) above. You will reimburse H&H for responding to any subpoena or governmental inquiry or audit related to the services, at the rates set forth in the applicable Proposal, amendment or change order.
14. **Insurance.** During performance of the services, H&H will maintain workers compensation, commercial general liability, automobile liability, and professional liability insurance. H&H will furnish you certificates of such insurance on request.
15. **Indemnification.** You agree to hold harmless, indemnify, and defend H&H and its affiliates and subcontractors and their employees, officers, directors and agents (collectively referred to in this paragraph as "H&H") against all claims, suits, fines and penalties, including mandated cleanup costs and attorneys' fees and other costs of settlement and defense, which claims, suits, fines, penalties or costs arise out of or are related to this Agreement or the services, except to the extent they are caused by H&H's negligence or willful misconduct.
16. **Limitation of Remedies.**
- To the fullest extent permitted by law and notwithstanding anything else in this Agreement to the contrary, the aggregate liability of H&H and its affiliates and subcontractors and their employees, officers, directors and agents (collectively referred to in this paragraph as "H&H") for all claims arising out of this Agreement or the services is limited to \$50,000 or, if greater, 10% of the compensation received by H&H under this Agreement.
  - You may elect to increase the limit of liability by paying an additional fee, such fee to be negotiated prior to the execution of this Agreement.
  - Any claim will be deemed waived unless received by H&H within one year of substantial completion of the services.
  - H&H will not be liable for lost profits, loss of use of property, delays, or other special, indirect, incidental, consequential, punitive, exemplary or multiple damages.
  - H&H will not be liable to you or the site owner for injuries or deaths suffered by H&H's or its subcontractors' employees.
  - You will look solely to H&H for your remedy for any claim arising out of or relating to this Agreement, including any claim arising out of or relating to alleged negligence or errors or omissions of any H&H principal, officer, employee or agent.





**17. Disputes.**

- a. All disputes between you and H&H shall be subject to non-binding mediation.
- b. Either party may demand mediation by serving a written notice stating the essential nature of the dispute, the amount of time or money claimed, and requiring that the matter be mediated within forty-five (45) days of service of notice.
- c. The mediation shall be administered by the American Arbitration Association in accordance with its most recent Construction Mediation Rules, or by such other person or organization as the parties may agree upon.
- d. No action or suit may be commenced unless mediation has occurred but did not resolve the dispute, or unless a statute of limitation period would expire if suit were not filed prior to such forty-five (45) days after service of notice.

**18. Miscellaneous.**

- a. Illinois law shall govern this Agreement.
- b. The above terms and conditions regarding Limitation of Remedies and Indemnification shall survive the completion of the services under this Agreement and the termination of the contract for any cause.
- c. Any amendment to these Terms and Conditions must be in writing and signed by both parties.
- d. Having received these Terms and Conditions, your oral authorization to commence services, your actions, or your use of the Report or Work Product constitutes your acceptance of them.
- e. This Agreement supersedes any contract terms, purchase orders or other documents issued by you.
- f. Neither party may assign or transfer this Agreement or any rights or duties hereunder without the written consent of the other party.
- g. Your failure or the failure of your successors or assigns to receive payment or reimbursement from any other party for any reason whatsoever shall not absolve you, your successors or assigns of any obligation to pay any sum to H&H under this agreement.
- h. These Terms and Conditions shall govern over any inconsistent terms in H&H's Proposal.
- i. The provisions of this Agreement are severable; if any provision is unenforceable it shall be appropriately limited and given effect to the extent it is enforceable.
- j. The covenants and agreements contained in this Agreement shall apply to, inure to the benefit of and be binding upon the parties hereto and upon their respective successors and assigns.



**Payroll Escalation Table  
Fixed Raises**

FIRM NAME Huff & Huff, Inc.  
PRIME/SUPPLEMENT Robinson

DATE 2/22/2019  
PTB NO. \_\_\_\_\_

CONTRACT TERM  
START DATE  
RAISE DATE

24 MONTHS  
3/1/2019  
3/1/2020

OVERHEAD RATE 186.64%  
COMPLEXITY FACTOR 0  
% OF RAISE 3.00%

**ESCALATION PER YEAR**

<u>3/1/2019</u> - <u>3/1/2020</u>	<u>3/1/2019</u> - <u>3/1/2020</u>	<u>3/1/2019</u> - <u>3/1/2020</u>	<u>3/1/2019</u> - <u>3/1/2020</u>
<u>12</u> - <u>24</u>	<u>12</u> - <u>24</u>	<u>12</u> - <u>24</u>	<u>12</u> - <u>24</u>

= 50.00%  
= 1.0150

1.50%

**The total escalation for this project would be:**



**Illinois Department  
of Transportation**

**Payroll Rates**

**FIRM NAME** Huff & Huff, Inc. **DATE** 2/22/2019  
**PRIME/SUPPLEMENT** Robinson  
**PTB NO.** \_\_\_\_\_

**ESCALATION FACTOR** **1.50%**

<b>CLASSIFICATION</b>	<b>CURRENT RATE</b>	<b>ESCALATED RATE</b>
Senior Principal	\$70.00	\$70.00
Principal	\$70.00	\$70.00
Associate Principal II	\$70.00	\$70.00
Associate Principal I	\$59.19	\$60.08
Senior Consultant	\$67.18	\$68.19
Senior Geotechnical Consultant	\$62.87	\$63.81
Senior Project Manager III	\$60.00	\$60.90
Senior Project Manager II	\$45.72	\$46.41
Senior Landscape Architect	\$52.11	\$52.89
Senior Planning PM	\$49.90	\$50.65
Senior Geologist PM	\$43.33	\$43.98
Senior Technical Specialist	\$44.64	\$45.31
Senior Scientist PM II	\$46.14	\$46.83
Senior Scientist PM I	\$39.45	\$40.04
Senior Technical Scientist	\$36.94	\$37.49
Senior CADD Specialist	\$33.75	\$34.26
Scientist PM	\$42.25	\$42.88
Engineer PM II	\$42.24	\$42.88
Engineer PM I	\$36.18	\$36.72
Planning PM	\$35.15	\$35.68
Architect PM	\$37.54	\$38.10
Assistant PM Engineer II	\$39.02	\$39.61
Assistant PM Engineer I	\$34.74	\$35.26
Assistant PM Scientist	\$27.99	\$28.41
Engineer I	\$34.13	\$34.64
Scientist E1	\$26.98	\$27.38
Scientist E2	\$23.28	\$23.63
Administrative Managers	\$40.57	\$41.18
Senior Administrative Assistant	\$27.89	\$28.31
Intern	\$16.50	\$16.75
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00





# Average Hourly Project Rates

Route 80th at 191st Project

Consultant Huff & Huff, Inc.

Date 2/22/2019

Sheet 1 OF 1

Location Will

Job No. \_\_\_\_\_

B/Item \_\_\_\_\_

Payroll Classification	Total Project Rates			Wetland Permitting			QA/QC			Project Management			Other		
	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	0														
Associate Principal II	0														
Associate Principal I	10	25.00%	15.02	4	13.33%	8.01	4	100.00%	60.08	2	33.33%	20.03			
Senior Consultant	0														
Senior Geotechnical Consultant	0														
Senior Project Manager III	0														
Senior Project Manager II	0														
Senior Landscape Architect	0														
Senior Planning PM	0														
Senior Geologist PM	0														
Senior Technical Specialist	0														
Senior Scientist PM II	20	50.00%	23.42	16	53.33%	24.98				4	66.67%	31.22			
Senior Scientist PM I	8	20.00%	8.01	8	26.67%	10.68									
Senior Technical Scientist	0														
Senior CADD Specialist	1	2.50%	0.86	1	3.33%	1.14									
Senior PM	0														
Senior PM II	0														
Senior PM I	0														
Senior Planning PM	0														
Senior Architect PM	0														
Senior PM Engineer II	0														
Senior PM Engineer I	0														
Senior PM Scientist	0														
Senior Engineer I	0														
Senior Engineer II	0														
Senior Engineer III	0														
Senior Administrative Managers	0														
Senior Administrative Assistant	1	2.50%	0.71	1	3.33%	0.94									
Senior Intern	0														
<b>TOTALS</b>	<b>40</b>	<b>100%</b>	<b>\$48.01</b>	<b>30</b>	<b>100%</b>	<b>\$45.75</b>	<b>4</b>	<b>100%</b>	<b>\$60.08</b>	<b>6</b>	<b>100%</b>	<b>\$51.25</b>	<b>0</b>	<b>0%</b>	<b>\$0.00</b>

**HUFF & HUFF, INC.**  
**SUMMARY OF INHOUSE DIRECT COSTS**

Project: Robinson, 80th at 191st Project

					<u>DIRECT</u>
<b>Task 01 - Wetland Permitting</b>					
Trips - Company	80 miles	x	2 x	\$ 0.545 =	\$ 87.20
Tolls	2 ea	x	4 x	\$ 1.500 =	\$ 12.00
<hr/>					
<b>Task Total</b>					<b>\$ 99.20</b>
 <b>Task 02 - QA/QC</b>					
<hr/>					
<b>Task Total</b>					<b>\$ -</b>
 <b>Task 03 - Project Management</b>					
<hr/>					
<b>Task Total</b>					<b>\$ -</b>
<hr/>					
<b>GRAND TOTAL</b>					<b>\$ 99.20</b>

**HUFF & HUFF, INC.**  
**SUMMARY OF OUTSIDE DIRECT COSTS**

Project: Robinson, 80th at 191st Project

	<u>OUTSIDE</u>
<b><i>Task 01 - Wetland Permitting</i></b>	
_____	\$ -
<b>Task Total</b>	<b>\$ -</b>
<b><i>Task 02 - QA/QC</i></b>	
_____	\$ -
<b>Task Total</b>	<b>\$ -</b>
<b><i>Task 03 - Project Management</i></b>	
_____	\$ -
<b>Task Total</b>	<b>\$ -</b>
<hr/>	
<b>GRAND TOTAL</b>	<b>\$ -</b>



# Interoffice Memo

**Date:** August 9, 2019

**To:** Kimberly Clarke – Community Development Director  
Paula Wallrich – Planning Manger  
Dan Ritter – Senior Planner

**From:** Colby Zemaitis, PE, CFM – Village Engineer

**Subject:** Water Meter and Tap-on Fees

Description:

Tap-on fees are connections fees used to cover the cost of installing a service for a residential home or commercial/industrial business. The installation process includes the excavation and/or boring process needed to expose the existing main, tapping onto the existing service main which requires a machine to core a hole in the main along with the necessary components and fittings to make a secure connection, a shut off valve and buffalo box which allows the Village to shut off the service, a copper service line extending from the connection to the inside of the house/building where a water meter is installed which calculates the amount of water that is being used. The water meter costs are updated annually based on the costs to purchase the meter and its components. The cost for all components and services, except the meter, are included in the tap-on fee.

The Village's current rates were last updated on April 23, 1985.

After reviewing the neighboring community's website and codes, we were able to obtain the following information in regards to the fees they charge for the following items:

Residential Tap-on Fees:      *Tinley Park: \$150 per inch (Typical 1" Service: \$405)*

*Mokena: \$11,813 per unit (doesn't include meter and other related charges) plus \$354 for inspection fees (Total: \$12,167)*

*Orland Park: \$1,350 per dwelling plus meter fee of \$5,109 for 1" service (Total: \$6,459)*

*Frankfort: \$4,000 per unit*

*New Lenox: \$5,092 per unit.*

*Based on the information above, the average of a 1" Residential tap-on with meter fees for the surrounding municipalities is: \$6,929.50.*

**\* Recommended Fee: \$6,000**



Commercial Tap-on Fees: Tinley Park: 1" -  $\$150 + \$425 = \$575$  (Current)  
Mokena: 1" -  $\$11,813 + \$354 = \$12,167$   
Orland Park: 1" -  $\$590 + \$5,109 = \$5,699$   
New Lenox: 1" -  $(\$5,092 + \$8,156) \times 1.0 = \$13,248$

Based on the information above, the average of a 1" Commercial tap-on with meter fees for the surrounding municipalities is: \$8,903.50.

**\* Recommended Fee: \$7,250**

Tinley Park: 1-1/2" -  $\$225 + \$1,700 = \$1,925$  (Current)  
Mokena: 1-1/2" -  $\$18,208 + \$354 = \$18,562$   
Orland Park: 1-1/2" -  $\$658 + \$10,218 = \$10,876$   
New Lenox: 1-1/2" -  $(\$5,092 + \$8,156) \times 1.8 = \$23,846.40$

Based on the information above, the average of a 1-1/2" Commercial tap-on with meter fees for the surrounding municipalities is: \$14,446.10.

**\* Recommended Fee: \$12,000**

Tinley Park: 2" -  $\$300 + \$1,925 = \$2,225$  (Current)  
Mokena: 2" -  $\$30,349 + \$354 = \$30,703$   
Orland Park: 2" -  $\$1,406 + \$16,348 = \$17,754$   
New Lenox: 2" -  $(\$5,092 + \$8,156) \times 2.9 = \$38,419.20$

Based on the information above, the average of a 2" Commercial tap-on with meter fees for the surrounding municipalities is: \$22,844.05.

**\* Recommended Fee: \$19,000**

Tinley Park: 3" -  $\$450 + \$2,450 = \$2,900$  (Current)  
Mokena: 3" -  $\$42,489 + \$354 = \$42,843$   
Orland Park: 3" -  $\$4,083 + \$32,697 = \$36,780$   
New Lenox: 3" -  $(\$5,092 + \$8,156) \times 11.0 = \$145,728.00$

Based on the information above, the average of a 3" Commercial tap-on with meter fees for the surrounding municipalities is: \$57,462.75.

**\* Recommended Fee: \$46,000**

Tinley Park 4" -  $\$600 + \$3,950 = \$4,550$  (Current)  
Mokena 4" -  $\$84,979 + \$354 = \$85,333$   
Orland Park: 4" -  $\$8,701 + \$51,089 = \$59,790$   
New Lenox: 4" -  $(\$5,092 + \$8,156) \times 14.0 = \$185,472.00$

Based on the information above, the average of a 4" Commercial tap-on with meter fees for the surrounding municipalities is: \$83,773.75.

**\* Recommended Fee: \$68,000**



Tinley Park: 6" -  $\$900 + \$6,800 = \$7,700$  (Current)  
Mokena: 6" -  $\$185,891 + \$354 = \$186,245$   
Orland Park: 6" -  $\$25,274 + \text{negotiated meter charge}$   
New Lenox: 6" -  $(\$5,092 + \$8,156) \times 21.0 = \$278,208.00$

*Based on negotiated meter charges for Commercial tap-on services larger than 4", the service fees can be negotiated with the Village*

- Each cost above is the tap-on fee plus meter fee for each municipality except New Lenox which is the water connection charges multiplied by a rate factor based on the size of the water meter required.
- As a note, the Village of Frankfort tap-on and meter fees are \$4,500 plus additional costs based on gallons per day

The Village Of Tinley Park current tap-on fees are \$150 for water per inch and \$200 for sanitary sewer.

Attached please find the Village's updated Water Meter Pricing for 2018-2019.

#### Staff Direction Request:

Based on the average of the tap-on and meter fees charged by the surrounding communities, we recommend increasing our fees as follows and recommended above:

Residential Fee: \$6,000  
1" Commercial Fee: \$7,250  
1-1/2" Commercial Fee: \$12,000  
2" Commercial Fee: \$19,000  
3" Commercial Fee: \$46,000  
4" Commercial Fee: \$68,000

\*Fees for services larger than 4" can be negotiated with the Village.

#### Attachments

1. Village's current water meter pricing (4 pages)
2. Village current tapping fee pricing (1 page)
3. Village of Mokena's Fee Schedule and Standard Contributions (3 pages)
4. Village of Orland Park's Code of Ordinances (3 pages)
5. Village of Frankfort's Utility Tap-on Connection Fees (1 page)
6. Village of New Lenox's Water and Sanitary Sewer Tap-on Fee Ordinance



## **Water Meter Pricing 2018-2019**

**5/8" Water Meter \$293.00 Total cost**

**Meter \$121.00**

**Single port antenna \$130.00**

**Ford fittings \$22.00 (pair)**

**Misc. items \$20.00**

**1" Water Meter \$355.00 Total cost**

**Meter \$170.00**

**Single port antenna \$130.00**

**Ford fittings \$35.00 (pair)**

**Misc. items \$20.00**

**1 ½" Domestic Water Meter \$1401.00 Total cost**

---

**Meter \$1220.00**

**Single port antenna \$130.00**

**Flange kit \$31.00**

**Misc. items \$20.00**

**1 ½" Irrigation Water Meter \$660.00 Total cost**

**Meter \$479.00**

**Single port antenna \$130.00**

**Flange kit \$31.00**

**Misc. items \$20.00**

**2" Domestic Water Meter \$1554.00 Total cost**

**Meter \$1364.00**

**Single port antenna \$130.00**

**Flange kit \$40.00**

**Misc. items \$20.00**

**2" Irrigation Water Meter**

**Meter \$675.00**

**Single port antenna \$130.00**

**Flange kit \$40.00**

**Misc. items \$20.00**

**3" Domestic Water Meter \$1946.00 Total cost**

**Meter \$1731.00**

**Single port antenna \$130.00**

**Flange kit \$65.00**

**Misc. items \$20.00**

**3" Irrigation Water Meter \$1330.00 Total cost**

**Meter \$1115.00**

**Single port antenna \$130.00**

**Flange kit \$65.00**

**Misc. items \$20.00**

**4" Domestic Water Meter \$3232.00 Total cost**

**Meter \$3007.00**

**Single port antenna \$130.00**

**Flange kit \$75.00**

**Misc. items \$20.00**

**4" Irrigation Water Meter \$2325.00 Total cost**

**Meter \$2100.00**

**Single port antenna \$130.00**

**Flange kit \$75.00**

**Misc. items \$20.00**

**6" Domestic Water Meter \$5533.00 Total cost**

**Meter \$5191.00**

**Single port antenna \$130.00**

**Flange kit \$192.00**

**Misc. items \$20.00**

**6" Irrigation Water Meter \$4042.00 Total cost**

**Meter \$3700.00**

**Single port antenna \$130.00**

**Flange kit \$192.00**

**Misc. items \$20.00**

**Misc. items include:**

**Touchpad**

**Gaskets**

**Grounding clamp**

**3 conductor wire**

**\*\* If two meters are needed for the same building a dual port antenna may be necessary in place of the single port antenna. The cost of the dual port antenna is \$145.00.**

**\*\*Prices for meters larger than 6" are available upon request.**

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<b>TAPPING FEES AND WATER METER PRICES</b>							
	<b>Size</b>	<b>Tap Fee</b>	<b>Meter Cost</b>	<b>Meter Size</b>	<b>Max. Spread/</b>	<b>Digits</b>	
	<b>Service</b>				<b>GPM Spacing</b>		
RESIDENCE	1"	\$150.00	\$250.00	5/8 X 3/4"	20 12"	7	
2 FLAT	1"	\$150.00	\$250.00	3/4"	30 12"	7	
COMMERCIAL (3 & 4 Flat)	1"	\$150.00	\$425.00	1"	50 16 1/2"	7	
<b>ALL BELOW ARE WITH FLANGED CONNECTIONS:</b>							
Irrigation	1 1/2"	\$225.00	\$675.00	1 1/2" Comp.	100 13"	8	
5-12 Flat	1 1/2"	\$225.00	\$1,700.00	1 1/2" Omni	100 13"	8	
13-24 Flat	2"	\$300.00	\$1,925.00	2" Omni	160 15 1/4"	8	
25-38 Flat	3"	\$450.00	\$2,450.00	3" Omni	320 17"	8	
	4" **	\$600.00	\$3,950.00	4" Omni	500 20"	9	
	6" **	\$900.00	\$6,800.00	6" Omni	1000 24"	9	
**Not in Stock							
All meters complete with coupling or flanges.							
CITY OF CHICAGO WATER DEPARTMENT			312-744-7001				
COOK COUNTY HEALTH DEPARTMENT			WELL TESTING & SEPTIC				
Updated 6/1/18							



**Exhibit L**  
**Village of Mokena**  
**Fee Schedule & Standard Contributions**

The fees and contributions summarized below are detailed in the Village of Mokena Contribution Ordinance and other Village materials.

**Concept Fees:**

Site Acreage	Fee
0 to 5.0	\$250 minimum
5.01 to 40.0	\$50 per acre
40.01 or greater	\$2,000 + \$20 per acre over 40 acres

**Concept Plan Review Fees (Engineering):**

Site Acreage	Fee
0 to 2.0	\$300
2.1 to 4.0	\$600
4.1 to 9.0	\$900
9.0 or greater	\$1,500

*(Fee to be credited toward fees paid for engineering review)*

**Planning Review Fees:**

Review Type	Fee
Special Use	\$800
Subdivision/PUD	\$1,600
Rezoning (1 acre or less)	\$600
Rezoning (1 acre or more)	\$1,000
Follow-Up	\$600 per plan

**Engineering Review Fees:**

Amount of Improvements	Fee
Less than \$10,000	\$275
\$10,000.01 to \$20,000	\$275 + 3.5% of amount over \$10,000
\$20,000.01 to \$50,000	\$575 + 3.0% of amount over \$20,000
\$50,000.01 to \$100,000	\$1,325 + 2.75% of amount over \$50,000
\$100,000.01 to \$500,000	\$2,450 + 2.5% of amount over \$100,000
\$500,000.01 or greater	\$10,450 + 1.5% of amount over \$500,000

**Inspection Services Fees:**

Amount of Improvements	Fee
Less than \$10,000	\$250
\$10,000.01 to \$20,000	\$250 + 2.25% of amount over \$10,000
\$20,000.01 to \$50,000	\$475 + 2.0% of amount over \$20,000
\$50,000.01 or greater	\$1,075 + 1.5% of amount over \$50,000

Village of Mokena ♦ 11004 Carpenter Street ♦ Mokena, IL 60448  
 Community Development ♦ Phone (708) 479-3900 ♦ Fax (708) 479-4844  
 communitydevelopment@mokena.org ♦ www.mokena.org



**Fee Schedule and Standard Contributions (continued)**

**Individual sites with no public improvements:**

Engineering consultant review fees may be incurred by the Village, and are recoverable from the developer. An engineering plan review deposit may be required.

Residential Variation Request	\$225
Non-Residential Variation Request	\$600
Site Plan & Architectural Review Committee Fee	\$200 per review
Landscape Plan Review	\$150
Will County 1 ½ Mile Review	\$100
Public Hearing Fee	\$800
Site Grading Deposit	\$2,000 per acre

**Contributions**

**Schools:**

Where a Development is too small for a practical contribution of school land, or available land is inappropriate for school sites, a cash contribution per dwelling in lieu of land dedication is required prior to subdivision.

<b><u>Detached Single Family</u></b>			<b><u>Attached Single Family</u></b>			<b><u>Low-density Apartments (15/acre max)</u></b>		
<b><u># Bedrooms</u></b>			<b><u># Bedrooms</u></b>			<b><u># Bedrooms</u></b>		
2	\$902	\$1,875*	1	\$116	\$150*	1	\$157	\$150*
3	\$2,465	\$1,875*	2	\$620	\$300*	2	\$618	\$300*
4	\$3,046	\$2,500*	3	\$1,804	\$450*	3	\$1,423	\$450*
5	\$3,664	\$3,125*	4	\$3,243	\$800*			

*\*Supplemental school district contributions are to be applied when annexing property.*

**Library:** \$150 per dwelling unit/lot (Mokena district only. Check other districts for fees)

**Fire Protection:** \$150 per dwelling unit/lot (Mokena district only. Check other districts for fees)

**Parks:**

Where a development is too small for a practical contribution of park land, or available land is inappropriate for park and recreation purposes, a cash contribution per dwelling in lieu of land dedication is required prior to subdivision.

<b><u>Detached Single Family</u></b>		<b><u>Attached Single Family</u></b>		<b><u>Low-density Apartments (15/acre max)</u></b>	
<b><u># Bedrooms</u></b>		<b><u># Bedrooms</u></b>		<b><u># Bedrooms</u></b>	
2	\$1,267	1	\$775	1	\$783
3	\$1,724	2	\$1,212	2	\$1,163
4	\$1,877	3	\$1,564	3	\$1,402
5	\$2,044	4	\$1,985		

**Fee Schedule and Standard Contributions (continued)**

**Capital Expenditures:**

	<b>Fee per Dwelling Unit</b>
Municipal Facilities	\$1,500
Road Improvements	\$610
Equipment/Personnel - Police	\$440
Lincoln Way Communications	\$56
ESDA - Sirens	\$45

**Equipment/Personnel - Public Works:** Calculation based on proposed development

Equipment/Personnel = Center lane miles of road in project x \$8,250.00 = \$\_\_\_\_\_

**Water and Sewer Connection Fees**

**Residential Use:**

Fiscal Year 2019 = \$11,813 per unit (Does not include Meter & other related charges)

**Commercial/Industrial Use:**

<b>Water Service Line Size</b>	<b>Fiscal Year 2019</b>
1"	\$11,813
1 ½ "	\$18,208
2"	\$30,349
3"	\$42,489
4"	\$84,979
6"	\$185,891

**Water and Sewer Inspection Fees:**

Fiscal Year 2019 = \$354

**Legal Fees:** \$1,000 deposit as encumbered

Legal fees may be incurred by the Village, and are recoverable from the developer. A legal deposit of \$1,000 may be required.

\* The fiscal year ends June 30th of each year

**Orland Park Code of Ordinances**

**4-4-1-2: CONNECTION CHARGE; PAYMENT:**

The applicant for a water connection permit shall, as a prerequisite to the issuance of the permit for connection to the combined waterworks and sewerage system of the Village, pay a connection charge which will be deposited in the Village Water fund, which charge shall be a combination of the applicable tap size and meter size as follows:

**CONNECTION FEE TABLE**

Tap Size	Fire Demand Factors*	Tap Fee	Meter Size	Meter Demand Factors**	Meter Fee Per Meter
3/4"	1.6	\$ 363	3/4"	1.0	\$ 3,537
1"	2.6	\$ 590	1"	2.5	\$ 5,109
1 1/2"	2.9	\$ 658	1 1/2"	5.0	\$ 10,218
2"	6.19	\$ 1,406	2"	8.0	\$ 16,348
3"	17.98	\$ 4,083	3"	16.0	\$ 32,697
4"	38.32	\$ 8,701	4"	25.0	\$ 51,089
6"	111.31	\$ 25,274			
8" or over	237.21	\$ 53,861			
*Fire Demand Factors – AWWA Manual M1 Table 30-5 page 224					
**Meter Demand Factors – AWWA Manual M1 Table 28-2 page 202					

For meter sizes over 4", the meter connection charge shall be negotiated with the Director of Public Works and agreed upon between the applicant and the Board of Trustees. The Director of Public Works shall base his or her recommendation to the Board of Trustees on an estimate of water usage. The applicant shall furnish the necessary information for the Director of Public Works to make said estimate.

Where there is a currently existing, effective annexation agreement, subdivision agreement, or other agreement between the Village and developer or homeowners group with respect to water connection fees, the fees charged may differ until said agreement expires.

If a larger meter set is added after the initial permit is issued, the difference between the smaller and larger meter shall be due upon installation of the larger meter.

Payment: The time of payment of the connection charges herein provided may be modified by the Village and an applicant or future applicant by the terms of an

annexation agreement executed pursuant to the provisions of Division 15.1 of Article 11 of Act 5 of the Illinois Municipal Code, or by the terms of a development agreement between the Village and applicant.

However, where there is currently existing an annexation agreement, subdivision agreement, or other agreement between the Village and developer or homeowners group with respect to water connection fees, the fees charged shall be in accord with Ordinance 1308 until said agreement expires.

If a larger meter set is added after the initial permit is issued, the difference between the smaller and larger meter shall be due upon installation of the larger meter.

For a tap size over six inches (6"), the connection charge shall be negotiated and agreed upon between the applicant and the Board of Trustees but it shall not be less than the minimum charge for a six inch (6") tap and one inch (1") meter set. The Village Engineer shall make a recommendation to the Board of Trustees of the amount of the fee based on an estimate of water usage. The applicant shall furnish the necessary information for the Village Engineer to make said estimate.

**Payment:** The time of payment of the connection charges herein provided may be modified by the Village and an applicant or future applicant by the terms of an annexation agreement executed pursuant to the provisions of Division 15.1 of Article 11 of Act 5 of the Illinois Municipal Code, or by the terms of a development agreement between the Village and applicant.

(Ord. 4378, 8-4-08)

#### **4-9-1: CONNECTION FEE:**

Whenever any lands included in zoning districts pursuant to the Land Development Code of the Village and being the subject matter of a plat of subdivision or plat of resubdivision or a plat of a planned unit development or plat of commercial or industrial development are to be served by the Village combined waterworks and sewerage system, a connection fee thereto shall be paid to the Village by a developer, determined as follows:

**Attached Single-Family Residential Construction and Townhomes:** A connection fee of \$1,350.00 per dwelling unit contained in an attached single-family residence and townhome construction shall be payable to the Village in the manner prescribed herein. The number of dwelling units shall be determined by those delineated on the plat.

**Detached Single-Family Residential Construction:** A connection fee of eighteen hundred dollars (\$1,800.00) per single-family residence to be constructed shall be payable to the Village in that manner prescribed herein.

**Multi-Family Residential Construction:** A connection fee of nine hundred fifty dollars (\$900.00) per dwelling unit contained in a multi-family development shall be

payable to the Village in the manner prescribed herein. The number of dwelling units shall be determined by those units delineated on the plat.

In determining the number of acres for purposes of calculating the total number of units that acreage used for a water retention or detention basin to serve the multi-family units, shall not be included.

**Commercial and Industrial Development:** For commercial and industrial developers, a connection fee shall be charged to the development in accord with the following formula:

One dollar fifty cents (\$1.50) per the average number of gallons of water used daily during the first year of full occupancy of the development. Such connection fee shall be payable to the Village.

In calculating that portion of the connection fee based on average daily gallons of usage of water, the following procedure shall be used: An estimated connection fee shall be calculated based on estimated average daily gallon usage of water. The estimate of average daily gallon usage shall be made by the Water and Sewerage Department in accord with those figures set forth in the following table. Seventy five percent (75%) of the estimated connection fee shall be the amount to be paid. After the commercial or industrial development has been fully occupied for a year, the actual average daily gallon usage of water will be determined and the actual fee determined. If the actual fee exceeds seventy five percent (75%) of the estimated connection fee, said difference shall be paid to the Village. If the seventy five percent (75%) of the estimated connection fees exceed the actual fee, the difference shall be refunded to, the developer.

---

Estimate Average Gallons		
Zoning District		Used Per day Per Acre
	BIZ	1,250 gallons
	MFG	2,500 gallons

Average number of gallons for a development shall be determined by multiplying the number of acres by the above estimated average gallons used per day per acre.

(Ord. 997, 10-8-79)



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- Licensing & Registration
- Recent Development
- Do Business with the Village
- Job Openings

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Event Calendar

May 2019						
S	M	T	W	T	F	S
28	29	30	1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	1
2	3	4	5	6	7	8

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### Utility Tap-On Connection Fees



Village Ordinance 1313, adopted 7/16/90

For further information concerning utility tap-on connection fees, please contact the Community Development Department.

**Residential**

\$4,000 (Includes 1" water and 6" sewer tap)

**Commercial/Industrial**

The combined water and sewer tap fee is calculated using the following formula:

$$\$4,500 + [(average\ GPD - 350) / 350] \times \$4,000$$

Where GPD = Gallons Per Day  
and 1 PE = 100 GPD



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ORDINANCE NO. 2786

AN ORDINANCE AMENDING CHAPTER 94 OF THE  
MUNICIPAL CODE OF THE VILLAGE OF NEW LENOX, ILLINOIS  
(Water and Sanitary Sewer Tap-On Fees)

---

WHEREAS, the Mayor and Board of Trustees of the Village of New Lenox, Will County, Illinois, have the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs and protect the public health, safety, and welfare of its citizens; and

WHEREAS, Chapter 94 of the Village of New Lenox Municipal Code contains requirements for the payment of connection charges by individuals desiring to connect to the Village's sanitary sewer and/or water system; and

WHEREAS, the connection charges had not been studied for many years; and

WHEREAS, the Mayor and Board of Trustees of the Village of New Lenox authorized a study to evaluate the connection fees necessary to fund improvements to the sanitary sewer system and water system attributable to growth; and

WHEREAS, the Mayor and New Lenox Village Board of Trustees have deemed it to be in the best interest of the Village of New Lenox, Illinois, to amend certain portions of Chapter 94 as they pertain to connection charges for the Village's sanitary sewer and water systems.

NOW, THEREFORE, be it ordained by the Mayor and Board of Trustees of the Village of New Lenox, Will County, Illinois, as follows:

**Section 1:** That Section 94-143 (a) (1) shall be amended as follows:

**Sec. 94-143. Connection Charges**

(1) *Single-family residential units.* The sewer connection charge for single-family residential buildings shall be \$8,156 per single-family residential unit.

**Section 2:** That Section 94-143 (a) (5) shall be amended as follows:

(5) *Commercial and industrial buildings.* The sanitary sewerage tap-on fee shall be the product of the single-family residential unit fee identified in Section (1) above, multiplied by the rate factor applicable to the size of the water meter required to meet the building demand per the Illinois Plumbing Code in accordance with the following schedule:

<i>Diameter of Potable Water Service</i>	<i>Rate Factor</i>
1 inch	1.00
1.5 inches	1.80
2 inches	2.90
3 inches	11.00
4 inches	14.00
6 inches	21.00

- a. In the case of the construction of a new building, or the alteration or addition to an existing building located on a lot or tract which has an existing sanitary sewerage service connection previously in use, the sanitary sewerage tap-on fee for the new or altered construction shall be the difference between that fee determined from the above rate schedule for the improvement and the fee determined from the above rate schedule applicable to the pre-existing condition.

**Section 3:** That Section 94-143 (a) (6) shall be amended as follows:

- (6) *All age restricted multi-family housing.* The sanitary sewerage tap-on fee shall be the product of the single-family residential unit fee identified above, multiplied by the rate factor applicable to the size of the water meter required to meet the building demand per the Illinois Plumbing Code in accordance with the following schedule:

<i>Diameter of Potable Water Service</i>	<i>Rate Factor</i>
1 inch	1.00
1.5 inches	1.80
2 inches	2.90
3 inches	11.00
4 inches	14.00
6 inches	21.00

**Section 4:** That Section 94-143 (a) (7) shall be amended as follows:

- (7) *Apartments and multiple-family dwellings containing nine or more dwelling units.* The sanitary sewerage tap-on fee shall be \$250 per dwelling unit plus the product of the single-family residential unit fee identified above, multiplied by the rate factor applicable to the size of the water meter required to meet the building demand per the Illinois Plumbing Code in accordance with the following schedule:



<i>Diameter of Potable Water Service</i>	<i>Rate Factor</i>
1 inch	1.00
1.5 inches	1.80
2 inches	2.90
3 inches	11.00
4 inches	14.00
6 inches	21.00

**Section 5:** That Section 94-143 (b) and (c) shall be deleted in their entirety.

**Section 6:** That Section 94-271 (a) (1) shall be amended as follows:

**Sec. 94-271. Connection Charges**

(1) *Single-family residential units.* The water connection charge for single-family residential buildings shall be \$5,092 per single-family residential unit.

**Section 7:** That Section 94-271 (a) (5) shall be amended as follows:

(5) *Commercial and industrial buildings.* The water tap-on fee shall be the product of the single-family residential unit fee identified in Section (1) above, multiplied by the rate factor applicable to the size of the water meter required to meet the building demand per the Illinois Plumbing Code in accordance with the following schedule:

---

<i>Diameter of Potable Water Service</i>	<i>Rate Factor</i>
1 inch	1.00
1.5 inches	1.80
2 inches	2.90
3 inches	11.00
4 inches	14.00
6 inches	21.00

- a. In the case of the construction of a new building, or the alteration or addition to an existing building located on a lot or tract which has an existing water service connection previously in use, the water tap-on fee for the new or altered construction shall be the difference between that fee determined from the above rate schedule for the improvement and the fee determined from the above rate schedule applicable to the pre-existing condition.

**Section 8:** That Section 94-271 (a) (6) shall be amended as follows:

(6) *All age restricted multi-family housing.* The water tap-on fee shall be the product of the single-family residential unit fee identified above, multiplied by the rate factor applicable to the size of the water meter required to meet the building demand per the Illinois Plumbing Code in accordance with the following schedule:

<i>Diameter of Potable Water Service</i>	<i>Rate Factor</i>
1 inch	1.00
1.5 inches	1.80
2 inches	2.90
3 inches	11.00
4 inches	14.00
6 inches	21.00

**Section 9:** That Section 94-271 (a) (7) shall be amended as follows:

(7) *Apartments and multiple-family dwellings containing nine or more dwelling units.* The water tap-on fee shall be \$250 per dwelling unit plus the product of the single-family residential unit fee identified above, multiplied by the rate factor applicable to the size of the water meter required to meet the building demand per the Illinois Plumbing Code in accordance with the following schedule:

<i>Diameter of Potable Water Service</i>	<i>Rate Factor</i>
1 inch	1.00
1.5 inches	1.80
2 inches	2.90
3 inches	11.00
4 inches	14.00
6 inches	21.00

**Section 10:** That Section 94-271 (b) and (c) shall be deleted in their entirety.

**Section 11: Severability:** That each section and part hereof of this ordinance is deemed to be severable and should any section or part hereof be held invalid or unconstitutional by any court of competent jurisdiction, such ruling shall not affect the validity or constitutionality of the remaining portion(s) of this ordinance.

**Section 12: Repeal of Inconsistent Ordinances:** That all ordinances or parts thereof in conflict with the terms of this ordinance are hereby repealed and of no further force and effect to the extent of any such conflict.

Ordinance No. 2786

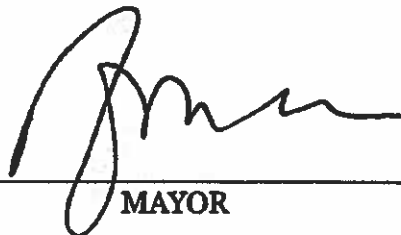
**Section 13: Publication:** That the Village Clerk is hereby directed to publish this ordinance in pamphlet form.

**Section 14: Effective Date:** That this ordinance shall be in full force and effect after its passage, approval and publication in pamphlet form as provided by law.

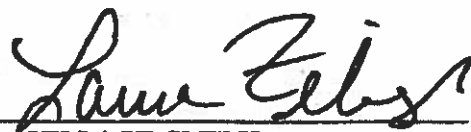
PASSED THIS 13 day of May, 2019 with  
7 members voting AYE, with -0- members voting NAY, and with  
-0- members ABSENT, the Mayor voting aye; and said vote being,  
BOWDEN aye, BUTTERFIELD aye, FINNEGAN aye,  
HOWARD aye, MADSEN aye, and SMITH aye.

  
\_\_\_\_\_  
VILLAGE CLERK

APPROVED this 13<sup>th</sup> day of May, 2019.

  
\_\_\_\_\_  
MAYOR

ATTEST:

  
\_\_\_\_\_  
VILLAGE CLERK



Staff Direction Request:

1. Approve low bid and award the project in the amount of \$131,217.50 for the 2019 Sidewalk Gap Program.
2. Direct Staff as necessary.

Attachments

1. Bid Tab dated 8/2/19



**SCHEDULE OF PRICES**

**Project: 2019 Sidewalk Gap Improvements**

<i>Item No.</i>	<i>Item Description</i>	<i>Unit</i>	<i>Quantity</i>	<i>Unit Price</i>	<i>Total Price</i>
1	Sidewalk Removal - Special	Sq Ft	250		\$
2	Hot-Mix Asphalt Driveway Pavement Removal - Special	Sq Yd	110		\$
3	Portland Cement Concrete Sidewalk, 5" - Special	Sq Ft	8,025		\$
4	Portland Cement Concrete Sidewalk, 7" - Special	Sq Ft	925		\$
5	Aggregate Base Course, Type B, 4"	Sq Yd	900		\$
6	Detectable Warning Plate - Special	Sq Ft	100		\$
7	Earth Excavation - Special	Cu Yd	385		\$
8	Combination Curb and Gutter Removal and Replacement - Special	Lin Ft	50		\$
9	Hot-Mix Asphalt Driveway Pavement - Special	Sq Yd	180		\$
10	Structures to be Adjusted	Each	4		\$
11	Sodding - Special	Sq Yd	2,950		\$
12	Tree/Bush Removal	Each	4		\$
				<b>Total</b>	\$

The following Addendums have been acknowledged: \_\_\_\_\_

Percent Increase each of the next 2 years:  %

\* The quantities specified above are estimates. The final payouts will be based on final quantities submitted by the Contractor and confirmed by the Village.



Date Prepared: 2-Oct-18  
 Prepared by: CCZ  
 Last Revised: 3-Jul-19

Village of Tinley Park  
 Village Hall Sidewalk along Brentowne Drive

**PRELIMINARY ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS**

<u>PAVEMENT</u>				
	<u>UNIT</u>	<u>PRICE</u>	<u>QUANTITY</u>	<u>EXTENSION</u>
Earth Excavation	C.Y.	\$ 40.00	108 \$	4,320.00
Aggregate Base Course, Type B, 4"	S.Y.	\$ 3.00	269 \$	807.00
PCC Sidewalk, 5"	S.F.	\$ 7.50	2,425 \$	18,188.00
PCC Sidewalk, 7"	S.F.	\$ 7.50	0 \$	-
Sidewalk Removal-Special	S.F.	\$ 3.00	0 \$	-
Combination Curb & Gutter Removal & Replacement	L. F	\$ 40.00	20 \$	800.00
Driveway Removal	S.Y.	\$ 5.00	0 \$	-
Detectable Warning Plates	SF	\$ 20.00	16 \$	320.00
<i>SUBTOTAL = \$</i>				<i>24,435.00</i>
<u>DRAINAGE</u>				
Strutres to be Adjusted	EA	\$ 400.00	2 \$	800.00
Driveway Removal	S.Y.	\$ 5.00	0 \$	-
<i>SUBTOTAL = \$</i>				<i>800.00</i>
<u>LANDSCAPING/RETAINING WALL</u>				
Tree Stump Removal	EA	\$ 150.00	12 \$	1,800.00
Parkway Restoration	S.F.	\$ 8.00	970 \$	7,760.00
<i>SUBTOTAL = \$</i>				<i>9,560.00</i>
<b>Total = \$</b>				<b>34,795.00</b>

\*\* Depressed curb and PCC Pavm't across entrance is part of Municipal P Lot Project

**Hickory/71st Ave**

<u>PAVEMENT</u>				
	<u>UNIT</u>	<u>PRICE</u>	<u>QUANTITY</u>	<u>EXTENSION</u>
Earth Excavation	C.Y.	\$ 40.00	13 \$	533.00
Aggregate Base Course, Type B, 4"	S.Y.	\$ 3.00	33 \$	100.00
PCC Sidewalk, 5"	S.F.	\$ 7.50	300 \$	2,250.00
PCC Sidewalk, 7"	S.F.	\$ 7.50	0 \$	-
Sidewalk Removal-Special	S.F.	\$ 3.00	50 \$	150.00
Driveway Removal	S.Y.	\$ 5.00	0 \$	-
Combination Curb & Gutter Removal & Replacement	L. F	\$ 40.00	0 \$	-
Detectable Warning Plates	SF	\$ 20.00	16 \$	320.00
<i>SUBTOTAL = \$</i>				<i>3,353.00</i>
<u>DRAINAGE</u>				
Strutres to be Adjusted	EA	\$ 400.00	0 \$	-
4" Underdrain	L.F.	\$ 50.00	0 \$	-
<i>SUBTOTAL = \$</i>				<i>-</i>
<u>LANDSCAPING/RETAINING WALL</u>				
Tree Stump Removal	EA	\$ 150.00	0 \$	-
Parkway Restoration	S.F.	\$ 8.00	120 \$	960.00
<i>SUBTOTAL = \$</i>				<i>960.00</i>
<b>Total = \$</b>				<b>4,313.00</b>

**71st Ave: Midblock to 173rd Place**

<u>PAVEMENT</u>				
	<u>UNIT</u>	<u>PRICE</u>	<u>QUANTITY</u>	<u>EXTENSION</u>
Earth Excavation	C.Y.	\$ 40.00	73 \$	2,933.00
Aggregate Base Course, Type B, 4"	S.Y.	\$ 3.00	141 \$	423.00
PCC Sidewalk, 5"	S.F.	\$ 7.50	1,270 \$	9,525.00
PCC Sidewalk, 7"	S.F.	\$ 7.50	380 \$	2,850.00
Sidewalk Removal-Special	S.F.	\$ 3.00	50 \$	150.00
Combination Curb & Gutter Removal & Replacement	L. F	\$ 40.00	0 \$	-
Driveway Removal	S.Y.	\$ 5.00	59 \$	296.00
HMA Driveway Replacement	S.Y.	\$ 45.00	50 \$	2,250.00
Detectable Warning Plates	SF	\$ 20.00	0 \$	-
<i>SUBTOTAL = \$</i>				<i>18,427.00</i>
<u>DRAINAGE</u>				
Strutres to be Adjusted	EA	\$ 400.00	0 \$	-
4" Underdrain	L.F.	\$ 50.00	0 \$	-
<i>SUBTOTAL = \$</i>				<i>-</i>
<u>LANDSCAPING/RETAINING WALL</u>				
Tree Stump Removal	EA	\$ 150.00	0 \$	-

Parkway Restoration	S.F.	\$ 8.00	660 \$	5,280.00
			<i>SUBTOTAL = \$</i>	<i>5,280.00</i>
			<b>Total = \$</b>	<b>23,707.00</b>

**177th Place to Harlem Avenue**

<u>PAVEMENT</u>				
	<u>UNIT</u>	<u>PRICE</u>	<u>QUANTITY</u>	<u>EXTENSION</u>
Earth Excavation	C.Y.	\$ 40.00	5 \$	187.00
Aggregate Base Course, Type B, 4"	S.Y.	\$ 3.00	12 \$	35.00
PCC Sidewalk, 5"	S.F.	\$ 7.50	105 \$	788.00
PCC Sidewalk, 7"	S.F.	\$ 7.50	0 \$	-
Sidewalk Removal-Special	S.F.	\$ 3.00	0 \$	-
Combination Curb & Gutter Removal & Replacement	L. F	\$ 40.00	0 \$	-
Driveway Removal	S.Y.	\$ 5.00	0 \$	-
HMA Driveway Replacement	S.Y.	\$ 45.00	0 \$	-
Detectable Warning Plates	SF	\$ 20.00	0 \$	-
			<i>SUBTOTAL = \$</i>	<i>1,010.00</i>
<u>DRAINAGE</u>				
Strutres to be Adjusted	EA	\$ 400.00	0 \$	-
4" Underdrain	L.F.	\$ 50.00	0 \$	-
			<i>SUBTOTAL = \$</i>	<i>-</i>
<u>LANDSCAPING/RETAINING WALL</u>				
Tree Stump Removal	EA	\$ 150.00	0 \$	-
Parkway Restoration	S.F.	\$ 8.00	42 \$	336.00
			<i>SUBTOTAL = \$</i>	<i>336.00</i>
			<b>Total = \$</b>	<b>1,346.00</b>

**177th Street: 6835-6865**

<u>PAVEMENT</u>				
	<u>UNIT</u>	<u>PRICE</u>	<u>QUANTITY</u>	<u>EXTENSION</u>
Earth Excavation	C.Y.	\$ 40.00	73 \$	2,933.00
Aggregate Base Course, Type B, 4"	S.Y.	\$ 3.00	156 \$	467.00
PCC Sidewalk, 5"	S.F.	\$ 7.50	1,400 \$	10,500.00
PCC Sidewalk, 7"	S.F.	\$ 7.50	250 \$	1,875.00
Sidewalk Removal-Special	S.F.	\$ 3.00	50 \$	150.00
Combination Curb & Gutter Removal & Replacement	L. F	\$ 40.00	0 \$	-
HMA Driveway Removal	S.Y.	\$ 5.00	39 \$	194.00
HMA Driveway Replacement	S.Y.	\$ 45.00	83 \$	3,750.00
Detectable Warning Plates	SF	\$ 20.00	0 \$	-
			<i>SUBTOTAL = \$</i>	<i>19,869.00</i>
<u>DRAINAGE</u>				
Strutres to be Adjusted	EA	\$ 400.00	0 \$	-
4" Underdrain	L.F.	\$ 50.00	0 \$	-
			<i>SUBTOTAL = \$</i>	<i>-</i>
<u>LANDSCAPING/RETAINING WALL</u>				
Tree/Bush/ Stump Removal	EA	\$ 150.00	1 \$	150.00
Parkway Restoration	S.F.	\$ 8.00	660 \$	5,280.00
			<i>SUBTOTAL = \$</i>	<i>5,430.00</i>
			<b>Total = \$</b>	<b>25,299.00</b>

**SW Corner of 177th St & 66th Ave**

<u>PAVEMENT</u>				
	<u>UNIT</u>	<u>PRICE</u>	<u>QUANTITY</u>	<u>EXTENSION</u>
Earth Excavation	C.Y.	\$ 40.00	23 \$	933.00
Aggregate Base Course, Type B, 4"	S.Y.	\$ 3.00	58 \$	175.00
PCC Sidewalk, 5"	S.F.	\$ 7.50	525 \$	3,938.00
PCC Sidewalk, 7"	S.F.	\$ 7.50	0 \$	-
Sidewalk Removal-Special	S.F.	\$ 3.00	25 \$	75.00
Combination Curb & Gutter Removal & Replacement	L. F	\$ 40.00	0 \$	-
HMA Driveway Removal	S.Y.	\$ 5.00	0 \$	-
HMA Driveway Replacement	S.Y.	\$ 45.00	0 \$	-
Detectable Warning Plates	S.F.	\$ 20.00	6 \$	120.00
			<i>SUBTOTAL = \$</i>	<i>5,241.00</i>
<u>DRAINAGE</u>				
Strutres to be Adjusted	EA	\$ 400.00	0 \$	-
4" Underdrain	L.F.	\$ 50.00	0 \$	-
			<i>SUBTOTAL = \$</i>	<i>-</i>
<u>LANDSCAPING/RETAINING WALL</u>				
Tree/Bush/ Stump Removal	EA	\$ 150.00	0 \$	-
Parkway Restoration	S.F.	\$ 8.00	210 \$	1,680.00
			<i>SUBTOTAL = \$</i>	<i>1,680.00</i>
			<b>Total = \$</b>	<b>6,921.00</b>



**170th St: 7011 to 6941**

<u>PAVEMENT</u>				
	<u>UNIT</u>	<u>PRICE</u>	<u>QUANTITY</u>	<u>EXTENSION</u>
Earth Excavation	C.Y.	\$ 40.00	79 \$	3,156.00
Aggregate Base Course, Type B, 4"	S.Y.	\$ 3.00	166 \$	497.00
PCC Sidewalk, 5"	S.F.	\$ 7.50	1,490 \$	11,175.00
PCC Sidewalk, 7"	S.F.	\$ 7.50	285 \$	2,138.00
Sidewalk Removal-Special	S.F.	\$ 3.00	75 \$	225.00
Combination Curb & Gutter Removal & Replacement	L.F.	\$ 40.00	18 \$	720.00
HMA Driveway Removal	S.Y.	\$ 5.00	6 \$	32.00
HMA Driveway Replacement	S.Y.	\$ 45.00	95 \$	4,275.00
Detectable Warning Plates	S.F.	\$ 20.00	12 \$	240.00
			<i>SUBTOTAL = \$</i>	<i>22,458.00</i>
<u>DRAINAGE</u>				
Strutures to be Adjusted	EA	\$ 400.00	0 \$	-
4" Underdrain	L.F.	\$ 50.00	0 \$	-
			<i>SUBTOTAL = \$</i>	<i>-</i>
<u>LANDSCAPING/RETAINING WALL</u>				
Tree/Bush/ Stump Removal	EA	\$ 150.00	0 \$	-
Parkway Restoration	S.F.	\$ 8.00	210 \$	1,680.00
			<i>SUBTOTAL = \$</i>	<i>1,680.00</i>
			<b>Total = \$</b>	<b>24,138.00</b>

**177th St/64th Ct: SE Corner**

<u>PAVEMENT</u>				
	<u>UNIT</u>	<u>PRICE</u>	<u>QUANTITY</u>	<u>EXTENSION</u>
Earth Excavation	C.Y.	\$ 40.00	22 \$	889.00
Aggregate Base Course, Type B, 4"	S.Y.	\$ 3.00	56 \$	167.00
PCC Sidewalk, 5"	S.F.	\$ 7.50	500 \$	3,750.00
PCC Sidewalk, 7"	S.F.	\$ 7.50	0 \$	-
Sidewalk Removal-Special	S.F.	\$ 3.00	25 \$	75.00
Combination Curb & Gutter Removal & Replacement	L.F.	\$ 40.00	0 \$	-
HMA Driveway Removal	S.Y.	\$ 5.00	0 \$	-
HMA Driveway Replacement	S.Y.	\$ 45.00	0 \$	-
Detectable Warning Plates	S.F.	\$ 20.00	6 \$	120.00
			<i>SUBTOTAL = \$</i>	<i>5,001.00</i>
<u>DRAINAGE</u>				
Strutures to be Adjusted	EA	\$ 400.00	0 \$	-
4" Underdrain	L.F.	\$ 50.00	0 \$	-
			<i>SUBTOTAL = \$</i>	<i>-</i>
<u>LANDSCAPING/RETAINING WALL</u>				
Tree/Bush/ Stump Removal	EA	\$ 150.00	3 \$	450.00
Parkway Restoration	S.F.	\$ 8.00	200 \$	1,600.00
			<i>SUBTOTAL = \$</i>	<i>2,050.00</i>
			<b>Total = \$</b>	<b>7,051.00</b>

**North Street**

<u>PAVEMENT</u>				
	<u>UNIT</u>	<u>PRICE</u>	<u>QUANTITY</u>	<u>EXTENSION</u>
Earth Excavation	C.Y.	\$ 40.00	34 \$	1,351.00
Aggregate Base Course, Type B, 4"	S.Y.	\$ 3.00	87 \$	262.00
PCC Sidewalk, 5"	S.F.	\$ 7.50	785 \$	5,888.00
PCC Sidewalk, 7"	S.F.	\$ 7.50	0 \$	-
Sidewalk Removal-Special	S.F.	\$ 3.00	25 \$	75.00
Combination Curb & Gutter Removal & Replacement	L.F.	\$ 40.00	20 \$	800.00
HMA Driveway Removal	S.Y.	\$ 5.00	0 \$	-
HMA Driveway Replacement	S.Y.	\$ 45.00	0 \$	-
Detectable Warning Plates	S.F.	\$ 20.00	12 \$	240.00
			<i>SUBTOTAL = \$</i>	<i>8,616.00</i>
<u>DRAINAGE</u>				
Strutures to be Adjusted	EA	\$ 400.00	0 \$	-
4" Underdrain	L.F.	\$ 50.00	0 \$	-
			<i>SUBTOTAL = \$</i>	<i>-</i>
<u>LANDSCAPING/RETAINING WALL</u>				
Tree/Bush/ Stump Removal	EA	\$ 150.00	0 \$	-
Parkway Restoration	S.F.	\$ 8.00	157 \$	1,256.00
			<i>SUBTOTAL = \$</i>	<i>1,256.00</i>
			<b>Total = \$</b>	<b>9,872.00</b>

\$ 137,442.00



Date Prepared: 2-Oct-18  
 Prepared by: CCZ  
 Last Revised: 17-Jul-19

Village of Tinley Park

PRELIMINARY ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS

Village Hall Sidewalk along Bremenowne Drive

PAVEMENT				
	UNIT	PRICE	QUANTITY	EXTENSION
Earth Excavation	C.Y.	\$ 50.00	108 \$	5,400.00
Aggregate Base Course, Type B, 4"	S.Y.	\$ 3.60	269 \$	968.00
PCC Sidewalk, 5"	S.F.	\$ 8.25	2,425 \$	20,006.00
PCC Sidewalk, 7"	S.F.	\$ 8.75	0 \$	-
Sidewalk Removal-Special	S.F.	\$ 1.45	0 \$	-
Combination Curb & Gutter Removal & Replacement	L.F.	\$ 37.90	20 \$	758.00
Driveway Removal	S.Y.	\$ 12.75	0 \$	-
Detectable Warning Plates	SF	\$ 20.00	20 \$	400.00
			<b>SUBTOTAL = \$</b>	<b>27,532.00</b>
DRAINAGE				
Structures to be Adjusted	EA	\$ 385.00	2 \$	770.00
Driveway Removal	S.Y.	\$ 12.75	0 \$	-
			<b>SUBTOTAL = \$</b>	<b>770.00</b>
LANDSCAPING/RETAINING WALL				
Tree Stump Removal	EA	\$ 150.00	12 \$	1,800.00
Parkway Restoration	S.F.	\$ 8.00	970 \$	7,760.00
			<b>SUBTOTAL = \$</b>	<b>9,560.00</b>
			<b>Total = \$</b>	<b>37,862.00</b>

\*\* Depressed curb and PCC Pavm't across entrance is part of Municipal P Lot Project

Hickory /71st Ave

PAVEMENT				
	UNIT	PRICE	QUANTITY	EXTENSION
Earth Excavation	C.Y.	\$ 50.00	13 \$	667.00
Aggregate Base Course, Type B, 4"	S.Y.	\$ 3.60	33 \$	120.00
PCC Sidewalk, 5"	S.F.	\$ 8.25	300 \$	2,475.00
PCC Sidewalk, 7"	S.F.	\$ 8.75	0 \$	-
Sidewalk Removal-Special	S.F.	\$ 1.45	50 \$	73.00
Driveway Removal	S.Y.	\$ 12.75	0 \$	-
Combination Curb & Gutter Removal & Replacement	L.F.	\$ 37.90	0 \$	-
Detectable Warning Plates	SF	\$ 20.00	20 \$	400.00
			<b>SUBTOTAL = \$</b>	<b>3,735.00</b>
DRAINAGE				
Structures to be Adjusted	EA	\$ 385.00	0 \$	-
4" Underdrain	L.F.	\$ -	0 \$	-
			<b>SUBTOTAL = \$</b>	<b>-</b>
LANDSCAPING/RETAINING WALL				
Tree Stump Removal	EA	\$ 150.00	0 \$	-
Parkway Restoration	S.F.	\$ 8.00	120 \$	960.00
			<b>SUBTOTAL = \$</b>	<b>960.00</b>
			<b>Total = \$</b>	<b>4,695.00</b>

71st Ave: Midblock to 173rd Place

PAVEMENT				
	UNIT	PRICE	QUANTITY	EXTENSION
Earth Excavation	C.Y.	\$ 50.00	73 \$	3,667.00
Aggregate Base Course, Type B, 4"	S.Y.	\$ 3.60	141 \$	508.00
PCC Sidewalk, 5"	S.F.	\$ 8.25	1,270 \$	10,478.00
PCC Sidewalk, 7"	S.F.	\$ 8.75	380 \$	3,325.00
Sidewalk Removal-Special	S.F.	\$ 1.45	50 \$	73.00
Combination Curb & Gutter Removal & Replacement	L.F.	\$ 37.90	0 \$	-
Driveway Removal	S.Y.	\$ 12.75	59 \$	754.00
HMA Driveway Replacement	S.Y.	\$ 85.00	50 \$	4,250.00
Detectable Warning Plates	SF	\$ 20.00	0 \$	-
			<b>SUBTOTAL = \$</b>	<b>23,055.00</b>
DRAINAGE				
Structures to be Adjusted	EA	\$ 385.00	0 \$	-
4" Underdrain	L.F.	\$ -	0 \$	-
			<b>SUBTOTAL = \$</b>	<b>-</b>
LANDSCAPING/RETAINING WALL				
Tree Stump Removal	EA	\$ 150.00	0 \$	-
Parkway Restoration	S.F.	\$ 8.00	660 \$	5,280.00
			<b>SUBTOTAL = \$</b>	<b>5,280.00</b>
			<b>Total = \$</b>	<b>28,335.00</b>

177th Place to Harlem Avenue

PAVEMENT				
	UNIT	PRICE	QUANTITY	EXTENSION
Earth Excavation	C.Y.	\$ 50.00	5 \$	233.00
Aggregate Base Course, Type B, 4"	S.Y.	\$ 3.60	12 \$	42.00
PCC Sidewalk, 5"	S.F.	\$ 8.25	105 \$	866.00
PCC Sidewalk, 7"	S.F.	\$ 8.75	0 \$	-
Sidewalk Removal-Special	S.F.	\$ 1.45	0 \$	-
Combination Curb & Gutter Removal & Replacement	L.F.	\$ 37.90	0 \$	-
Driveway Removal	S.Y.	\$ 12.75	0 \$	-
HMA Driveway Replacement	S.Y.	\$ 85.00	0 \$	-
Detectable Warning Plates	SF	\$ 20.00	0 \$	-
			<b>SUBTOTAL = \$</b>	<b>1,141.00</b>
DRAINAGE				
Structures to be Adjusted	EA	\$ 385.00	0 \$	-
4" Underdrain	L.F.	\$ -	0 \$	-
			<b>SUBTOTAL = \$</b>	<b>-</b>
LANDSCAPING/RETAINING WALL				
Tree Stump Removal	EA	\$ 150.00	0 \$	-
Parkway Restoration	S.F.	\$ 8.00	42 \$	336.00
			<b>SUBTOTAL = \$</b>	<b>336.00</b>
			<b>Total = \$</b>	<b>1,477.00</b>

177th Street- 6835-6865

PAVEMENT				
	UNIT	PRICE	QUANTITY	EXTENSION
Earth Excavation	C.Y.	\$ 50.00	73 \$	3,667.00
Aggregate Base Course, Type B, 4"	S.Y.	\$ 3.60	156 \$	560.00
PCC Sidewalk, 5"	S.F.	\$ 8.25	1,400 \$	11,550.00
PCC Sidewalk, 7"	S.F.	\$ 8.75	250 \$	2,188.00
Sidewalk Removal-Special	S.F.	\$ 1.45	50 \$	73.00
Combination Curb & Gutter Removal & Replacement	L.F.	\$ 37.90	0 \$	-
HMA Driveway Removal	S.Y.	\$ 12.75	39 \$	496.00
HMA Driveway Replacement	S.Y.	\$ 85.00	83 \$	7,083.00
Detectable Warning Plates	SF	\$ 20.00	0 \$	-
			<b>SUBTOTAL = \$</b>	<b>25,617.00</b>
DRAINAGE				
Structures to be Adjusted	EA	\$ 385.00	0 \$	-
4" Underdrain	L.F.	\$ -	0 \$	-
			<b>SUBTOTAL = \$</b>	<b>-</b>
LANDSCAPING/RETAINING WALL				
Tree/Bush/ Stump Removal	EA	\$ 150.00	1 \$	150.00
Parkway Restoration	S.F.	\$ 8.00	660 \$	5,280.00
			<b>SUBTOTAL = \$</b>	<b>5,430.00</b>
			<b>Total = \$</b>	<b>31,047.00</b>

SW Corner of 177th St & 66th Ave

PAVEMENT				
	UNIT	PRICE	QUANTITY	EXTENSION
Earth Excavation	C.Y.	\$ 50.00	23 \$	1,167.00
Aggregate Base Course, Type B, 4"	S.Y.	\$ 3.60	58 \$	210.00
PCC Sidewalk, 5"	S.F.	\$ 8.25	525 \$	4,331.00
PCC Sidewalk, 7"	S.F.	\$ 8.75	0 \$	-
Sidewalk Removal-Special	S.F.	\$ 1.45	25 \$	36.00
Combination Curb & Gutter Removal & Replacement	L.F.	\$ 37.90	0 \$	-
HMA Driveway Removal	S.Y.	\$ 12.75	0 \$	-
HMA Driveway Replacement	S.Y.	\$ 85.00	0 \$	-

Detectable Warning Plates	S.F.	\$ 20.00	10 \$	200.00
			<b>SUBTOTAL = \$</b>	<b>5,944.00</b>
<b>DRAINAGE</b>				
Structures to be Adjusted	EA	\$ 385.00	0 \$	-
4" Underdrain	L.F.	\$ -	0 \$	-
			<b>SUBTOTAL = \$</b>	<b>-</b>
<b>LANDSCAPING/RETAINING WALL</b>				
Tree/Bush/ Stump Removal	EA	\$ 150.00	0 \$	-
Parkway Restoration	S.F.	\$ 8.00	210 \$	1,680.00
			<b>SUBTOTAL = \$</b>	<b>1,680.00</b>
			<b>Total = \$</b>	<b>7,624.00</b>

**170th St: 7011 to 6941**

<b>PAVEMENT</b>				
	UNIT	PRICE	QUANTITY	EXTENSION
Earth Excavation	C.Y.	\$ 50.00	79 \$	3,944.00
Aggregate Base Course, Type B, 4"	S.Y.	\$ 3.60	166 \$	596.00
PCC Sidewalk, 5"	S.F.	\$ 8.25	1,490 \$	12,293.00
PCC Sidewalk, 7"	S.F.	\$ 8.75	285 \$	2,494.00
Sidewalk Removal-Special	S.F.	\$ 1.45	75 \$	109.00
Combination Curb & Gutter Removal & Replacement	L.F.	\$ 37.90	18 \$	682.00
HMA Driveway Removal	S.Y.	\$ 12.75	6 \$	81.00
HMA Driveway Replacement	S.Y.	\$ 85.00	95 \$	8,075.00
Detectable Warning Plates	S.F.	\$ 20.00	20 \$	400.00
			<b>SUBTOTAL = \$</b>	<b>28,674.00</b>
<b>DRAINAGE</b>				
Structures to be Adjusted	EA	\$ 385.00	0 \$	-
4" Underdrain	L.F.	\$ -	0 \$	-
			<b>SUBTOTAL = \$</b>	<b>-</b>
<b>LANDSCAPING/RETAINING WALL</b>				
Tree/Bush/ Stump Removal	EA	\$ 150.00	0 \$	-
Parkway Restoration	S.F.	\$ 8.00	210 \$	1,680.00
			<b>SUBTOTAL = \$</b>	<b>1,680.00</b>
			<b>Total = \$</b>	<b>30,354.00</b>

**177th St/64th Ct: SE Corner**

<b>PAVEMENT</b>				
	UNIT	PRICE	QUANTITY	EXTENSION
Earth Excavation	C.Y.	\$ 50.00	22 \$	1,111.00
Aggregate Base Course, Type B, 4"	S.Y.	\$ 3.60	56 \$	200.00
PCC Sidewalk, 5"	S.F.	\$ 8.25	500 \$	4,125.00
PCC Sidewalk, 7"	S.F.	\$ 8.75	0 \$	-
Sidewalk Removal-Special	S.F.	\$ 1.45	25 \$	36.00
Combination Curb & Gutter Removal & Replacement	L.F.	\$ 37.90	0 \$	-
HMA Driveway Removal	S.Y.	\$ 12.75	0 \$	-
HMA Driveway Replacement	S.Y.	\$ 85.00	0 \$	-
Detectable Warning Plates	S.F.	\$ 20.00	10 \$	200.00
			<b>SUBTOTAL = \$</b>	<b>5,672.00</b>
<b>DRAINAGE</b>				
Structures to be Adjusted	EA	\$ 385.00	0 \$	-
4" Underdrain	L.F.	\$ -	0 \$	-
			<b>SUBTOTAL = \$</b>	<b>-</b>
<b>LANDSCAPING/RETAINING WALL</b>				
Tree/Bush/ Stump Removal	EA	\$ 150.00	3 \$	450.00
Parkway Restoration	S.F.	\$ 8.00	200 \$	1,600.00
			<b>SUBTOTAL = \$</b>	<b>2,050.00</b>
			<b>Total = \$</b>	<b>7,722.00</b>

**Brittney Lane**

<b>PAVEMENT</b>				
	UNIT	PRICE	QUANTITY	EXTENSION
Earth Excavation	C.Y.	\$ 50.00	22 \$	1,111.00
Aggregate Base Course, Type B, 4"	S.Y.	\$ 3.60	56 \$	200.00
PCC Sidewalk, 5"	S.F.	\$ 8.25	500 \$	4,125.00
PCC Sidewalk, 7"	S.F.	\$ 8.75	0 \$	-
Sidewalk Removal-Special	S.F.	\$ 1.45	25 \$	36.00
Combination Curb & Gutter Removal & Replacement	L.F.	\$ 37.90	0 \$	-
HMA Driveway Removal	S.Y.	\$ 12.75	0 \$	-
HMA Driveway Replacement	S.Y.	\$ 85.00	0 \$	-
Detectable Warning Plates	S.F.	\$ 20.00	10 \$	200.00
			<b>SUBTOTAL = \$</b>	<b>5,672.00</b>
<b>DRAINAGE</b>				
Structures to be Adjusted	EA	\$ 385.00	0 \$	-
4" Underdrain	L.F.	\$ -	0 \$	-
			<b>SUBTOTAL = \$</b>	<b>-</b>
<b>LANDSCAPING/RETAINING WALL</b>				
Tree/Bush/ Stump Removal	EA	\$ 150.00	3 \$	450.00
Parkway Restoration	S.F.	\$ 8.00	200 \$	1,600.00
			<b>SUBTOTAL = \$</b>	<b>2,050.00</b>
			<b>Total = \$</b>	<b>7,722.00</b>

**North Street**

<b>PAVEMENT</b>				
	UNIT	PRICE	QUANTITY	EXTENSION
Earth Excavation	C.Y.	\$ 50.00	34 \$	1,689.00
Aggregate Base Course, Type B, 4"	S.Y.	\$ 3.60	67 \$	240.00
PCC Sidewalk, 5"	S.F.	\$ 8.25	600 \$	4,950.00
PCC Sidewalk, 7"	S.F.	\$ 8.75	0 \$	-
Sidewalk Removal-Special	S.F.	\$ 1.45	0 \$	-
Combination Curb & Gutter Removal & Replacement	L.F.	\$ 37.90	0 \$	-
HMA Driveway Removal	S.Y.	\$ 12.75	0 \$	-
HMA Driveway Replacement	S.Y.	\$ 85.00	0 \$	-
Detectable Warning Plates	S.F.	\$ 20.00	0 \$	-
			<b>SUBTOTAL = \$</b>	<b>6,879.00</b>
<b>DRAINAGE</b>				
Structures to be Adjusted	EA	\$ 385.00	0 \$	-
4" Underdrain	L.F.	\$ -	0 \$	-
			<b>SUBTOTAL = \$</b>	<b>-</b>
<b>LANDSCAPING/RETAINING WALL</b>				
Tree/Bush/ Stump Removal	EA	\$ 150.00	0 \$	-
Parkway Restoration	S.F.	\$ 8.00	240 \$	1,920.00
			<b>SUBTOTAL = \$</b>	<b>1,920.00</b>
			<b>Total = \$</b>	<b>8,799.00</b>

**Cherry Hill Avenue**

<b>PAVEMENT</b>				
	UNIT	PRICE	QUANTITY	EXTENSION
Earth Excavation	C.Y.	\$ 50.00	36 \$	1,778.00
Aggregate Base Course, Type B, 4"	S.Y.	\$ 3.60	89 \$	320.00
PCC Sidewalk, 5"	S.F.	\$ 8.25	800 \$	6,600.00
PCC Sidewalk, 7"	S.F.	\$ 8.75	0 \$	-
Sidewalk Removal-Special	S.F.	\$ 1.45	0 \$	-
Combination Curb & Gutter Removal & Replacement	L.F.	\$ 37.90	8 \$	303.00
HMA Driveway Removal	S.Y.	\$ 12.75	0 \$	-
HMA Driveway Replacement	S.Y.	\$ 85.00	0 \$	-
Detectable Warning Plates	S.F.	\$ 20.00	10 \$	200.00
			<b>SUBTOTAL = \$</b>	<b>9,201.00</b>
<b>DRAINAGE</b>				
Structures to be Adjusted	EA	\$ 385.00	0 \$	-
4" Underdrain	L.F.	\$ -	0 \$	-
			<b>SUBTOTAL = \$</b>	<b>-</b>
<b>LANDSCAPING/RETAINING WALL</b>				
Tree/Bush/ Stump Removal	EA	\$ 150.00	0 \$	-
Parkway Restoration	S.F.	\$ 8.00	320 \$	2,560.00
			<b>SUBTOTAL = \$</b>	<b>2,560.00</b>
			<b>Total = \$</b>	<b>11,761.00</b>

**\$ 140,264.00**

\$ 120,781.00



2019 Sidewalk Gap Program

Bid Tab

Bid Opening: 9:00 am on 8/2/19

Item No.	Item Description	Unit	Quantity	Unit Price	Total Price	J&J Newell Concrete Contractors, Inc. 14500 Alice Ave Burnham, IL 60633		Davis Concrete Construction Company 11244 W. Manhattan Monee Rd Monee, IL		M&J Underground, Inc 26603 S. Governors Highway Monee, IL		
						Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	
1	Sidewalk Removal - Special	Sq Ft	250	\$2.00	\$500.00	\$2.00	\$500.00	\$2.00	\$500.00	\$9.00	\$2,250.00	
2	Hot-Mix Asphalt Driveway Pavement Removal - Special	Sq Yd	110	\$15.00	\$1,650.00	\$15.00	\$1,650.00	\$25.00	\$2,750.00	\$50.00	\$5,500.00	
3	Portland Cement Concrete Sidewalk, 5" - Special	Sq Ft	8,025	\$8.50	\$68,213.00	\$6.50	\$52,162.50	\$12.50	\$100,312.50	\$8.50	\$68,212.50	
4	Portland Cement Concrete Sidewalk, 7" - Special	Sq Ft	925	\$9.00	\$8,325.00	\$8.00	\$7,400.00	\$13.50	\$12,487.50	\$9.50	\$8,787.50	
5	Aggregate Base Course, Type B, 4"	Sq Yd	900	\$3.50	\$3,150.00	\$2.70	\$2,430.00	\$7.00	\$6,300.00	\$10.00	\$9,000.00	
6	Detectable Warning Plate - Special	Sq Ft	100	\$20.00	\$2,000.00	\$28.00	\$2,800.00	\$25.00	\$2,500.00	\$25.00	\$2,500.00	
7	Earth Excavation - Special	Cu Yd	385	\$40.00	\$15,400.00	\$35.00	\$13,475.00	\$25.00	\$9,625.00	\$100.00	\$38,500.00	
8	Combination Curb and Gutter Removal and Replacement - Special	Lin Ft	50	\$40.00	\$2,000.00	\$50.00	\$2,500.00	\$45.00	\$2,250.00	\$40.00	\$2,000.00	
9	Hot-Mix Asphalt Driveway Replacement - Special	Sq Yd	180	\$85.00	\$15,300.00	\$60.00	\$10,800.00	\$36.00	\$6,480.00	\$80.00	\$14,400.00	
10	Structures to be Adjusted	Each	4	\$350.00	\$1,400.00	\$375.00	\$1,500.00	\$300.00	\$1,200.00	\$600.00	\$2,400.00	
11	Sodding - Special	Sq Yd	2,950	\$10.50	\$30,975.00	\$12.00	\$35,400.00	\$5.50	\$16,225.00	\$12.00	\$35,400.00	
12	Tree/Bush Removal	Each	4	\$250.00	\$1,000.00	\$150.00	\$600.00	\$200.00	\$800.00	\$400.00	\$1,600.00	
					<b>Total</b>	\$149,913.00	<b>Total</b>	\$131,217.50	<b>Total</b>	\$161,430.00	<b>Total</b>	\$190,550.00
					<b>As-Read Total</b>	\$149,913.00	<b>As-Read Total</b>	\$131,217.50	<b>As-Read Total</b>	\$161,430.00	<b>As-Read Total</b>	\$190,550.00

Budget: \$150,000

Annual Increase %	3.0%	Annual Increase %	3%	Annual Increase %	2%
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# Interoffice Memo

**Date:** August 6, 2019  
**To:** Public Works Committee  
**From:** Donna Framke and Kelly Mulqueeny  
**Subject:** Downtown Holiday Decorations

In preparation for the 2019 season, we would like to recommend the purchase of the following Holiday decorations for Downtown Tinley:

Four 6' 6" illuminated snowflakes at \$3,736.00 each	\$14, 944.00
One 9' 8" illuminated reindeer at \$4,273.50*	\$ 4,273.50
<i>*Price is discounted to reflect the one year rental cost incurred in 2018</i>	
Three 6'6" illuminated reindeer at \$2,284.00 each*	\$ 6,854.00
<i>*Price is discounted to reflect the one year rental cost incurred in 2018</i>	
One additional 6'6" illuminated reindeer at new purchase price	\$ 3,757.05
One fountain light up display (rendering attached)**	<u>\$ 11,050.00</u>
	\$ 40,878.55

Installation, takedown, maintenance and storage for proposed decorations will be:

\$450.00 per (4) snowflake	\$ 1,800.00
\$402.00 per (5) reindeer	\$ 2,010.00
\$6,000 for the fountain display**	<u>\$ 6,000.00</u>
	\$ 9,810.00
	=====
<b>Total purchase and installation cost:</b>	<b>\$ 50,688.55</b>

Please note that \$45,000 was budgeted from the marketing department budget for new Holiday decorations and \$30,000 was budgeted for flags and banners. We are recommending that we cut back (by \$5,700) the number of Holiday banners that were planning to purchase (thereby not putting holiday banners on all of the street poles that currently have branded banners installed on them) to accommodate the purchase and installation of the fountain decor. All of these decorations are mobile and will be able to be utilized in Harmony Square. In subsequent years, the public works budget will reflect the cost of installation and maintenance of the new decorations.

\*\*The fountain display is anticipated to be installed after the Holiday tree comes down and will remain light up until the spring.



## 2019 Christmas Display Options

<i>Description</i>	<i>#</i>	<i>Rate</i>	<i>shipping/labor per unit</i>	<i>labor</i>	<i>total</i>	<i>note</i>
Fountain light up display	1	\$ 9,850.00	\$ 1,200.00	\$ 6,000.00	\$ 17,050.00	Extra funding is available is chritmas decoration budget for labor.
6' 6" snowflakes	4	\$ 3,736.00	\$ 450.00	\$ 1,800.00	\$ 16,744.00	Price goes up August 31 by \$900 each
9'8" reindeer (rented)	1	\$ 4,273.50	\$ 402.00	\$ 402.00	\$ 4,675.50	
6' 6" reindeer (rented)	3	\$ 2,284.80	\$ 402.00	\$ 1,206.00	\$ 8,060.40	
6' 6" reindeer (new)	1	\$ 3,757.05	\$ 402.00	\$ 402.00	\$ 4,159.05	
				Total Cost	\$ 50,688.95	

**B&B Holiday Decorating L.L.C**  
 160 Touhy Ct.  
 Des Plaines, IL 60018 US  
 847-825-1657  
 christmas@bbservicesinc.com  
 bbholidaydecorating.com

# Estimate



ADDRESS
Kelly Mulqueeny Village of Tinley Park 16250 Oak Park Ave. Tinley Park, IL 60477 USA

SHIP TO
Kelly Mulqueeny Village of Tinley Park 7980 183rd St. Tinley Park, IL 60477

ESTIMATE #	DATE
1179	07/23/2019

**LENGTH OF CONTRACT**  
 Purchase

**SALES COORDINATOR**  
 Patrick Fitzgibbons

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
07/23/2019	<b>Waterloo Illuminated Reindeer 6'6"- Warm White</b>	Buyout after 1 year Rental	3	2,284.80	6,854.40
07/23/2019	<b>Waterloo Illuminated Reindeer 9'8"- Warm White</b>	Buyout after 1 year Rental	1	4,273.50	4,273.50
07/23/2019	<b>Waterloo Illuminated Reindeer 6'6"- Warm White</b>	New Purchase	1	3,757.05	3,757.05
07/23/2019	<b>Labor and Storage- Single Season</b>	Single Season Labor for installation, takedown, maintenance and off-season storage (Jan-Nov 2020) of customer product	5	402.00	2,010.00

These prices are for the purchase of Waterloo Reindeer 3D objects.  
 Installation, Takedown, Maintenance and Storage for 2020 included on line 5

**TOTAL**

**\$16,894.95**

Accepted By

Accepted Date

**B&B Holiday Decorating L.L.C**  
 160 Touhy Ct.  
 Des Plaines, IL 60018 US  
 847-825-1657  
 christmas@bbservicesinc.com  
 bbholidaydecorating.com

# Estimate



ADDRESS
Kelly Mulqueeny Village of Tinley Park 16250 Oak Park Ave. Tinley Park, IL 60477 USA

SHIP TO
Kelly Mulqueeny Village of Tinley Park 7980 183rd St. Tinley Park, IL 60477

ESTIMATE #	DATE	
1186	07/23/2019	

**LENGTH OF CONTRACT**

Purchase w/ 2019-2020 Contract

**SALES COORDINATOR**

Patrick Fitzgibbons

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
07/23/2019	<b>6'6" Regal Snowflake (Warm White)</b>	Illuminated Snowflake- 6.6ft - Warm White	4	3,736.00	14,944.00
07/23/2019	<b>Labor and Storage- Single Season</b>	Single Season Labor for installation, takedown, maintenance and off-season storage (Jan-Nov 2020) of customer product	4	450.00	1,800.00

Prices reflected are for the purchase and delivery of product. Single season Installation, takedown, maintenance and storage are included on line 2

**TOTAL**

**\$16,744.00**

Accepted By

Accepted Date



# FICHE PRODUCTION

## INFORMATIONS

Date : 15/03/2019

Réf. : SP10745

Titre :

Hauteur : 3 m

Largeur : 4,20 m

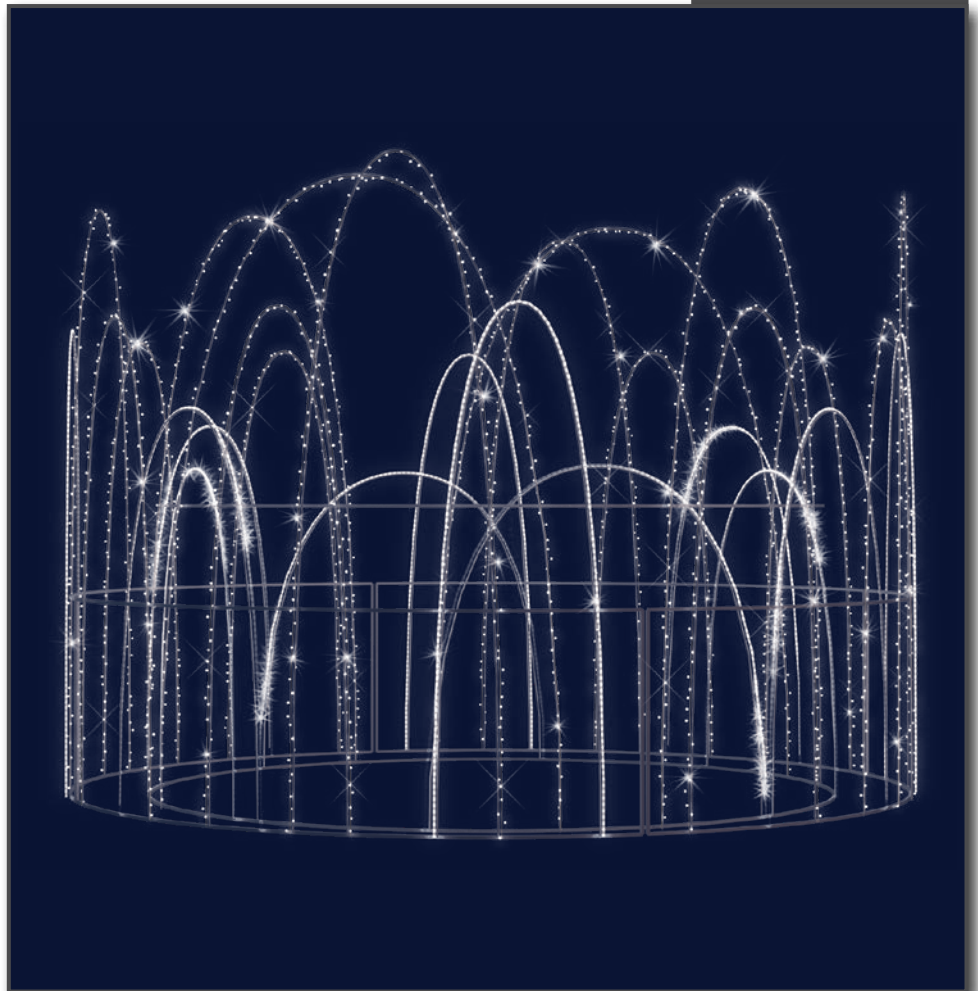
### COMPOSITION :

051079 - Cordon lumineux 30m 36 LED blanc/m fixe 24V INT/EXT

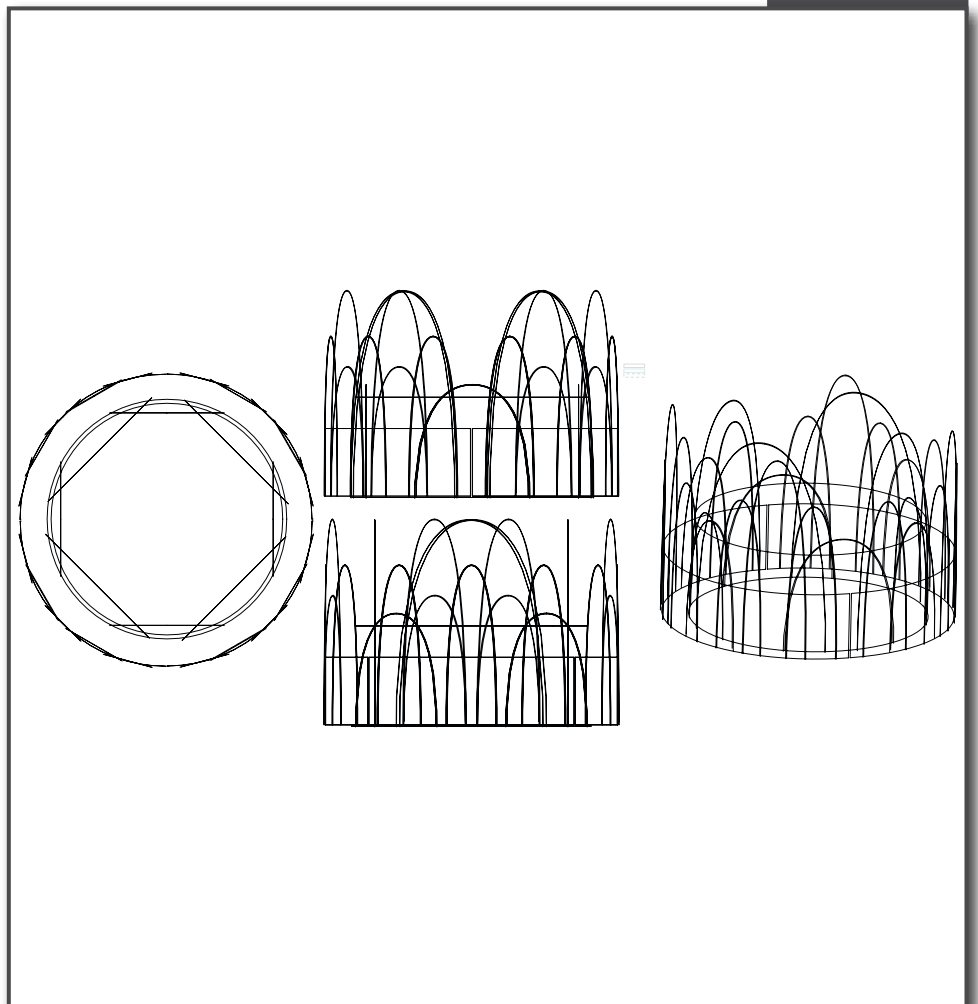
500174 - Cordon Filant 2m 24v

051097 - Guirlande 20m 200 LED blanc scint. 24V INT/EXT cable transparent

## SIMULATION



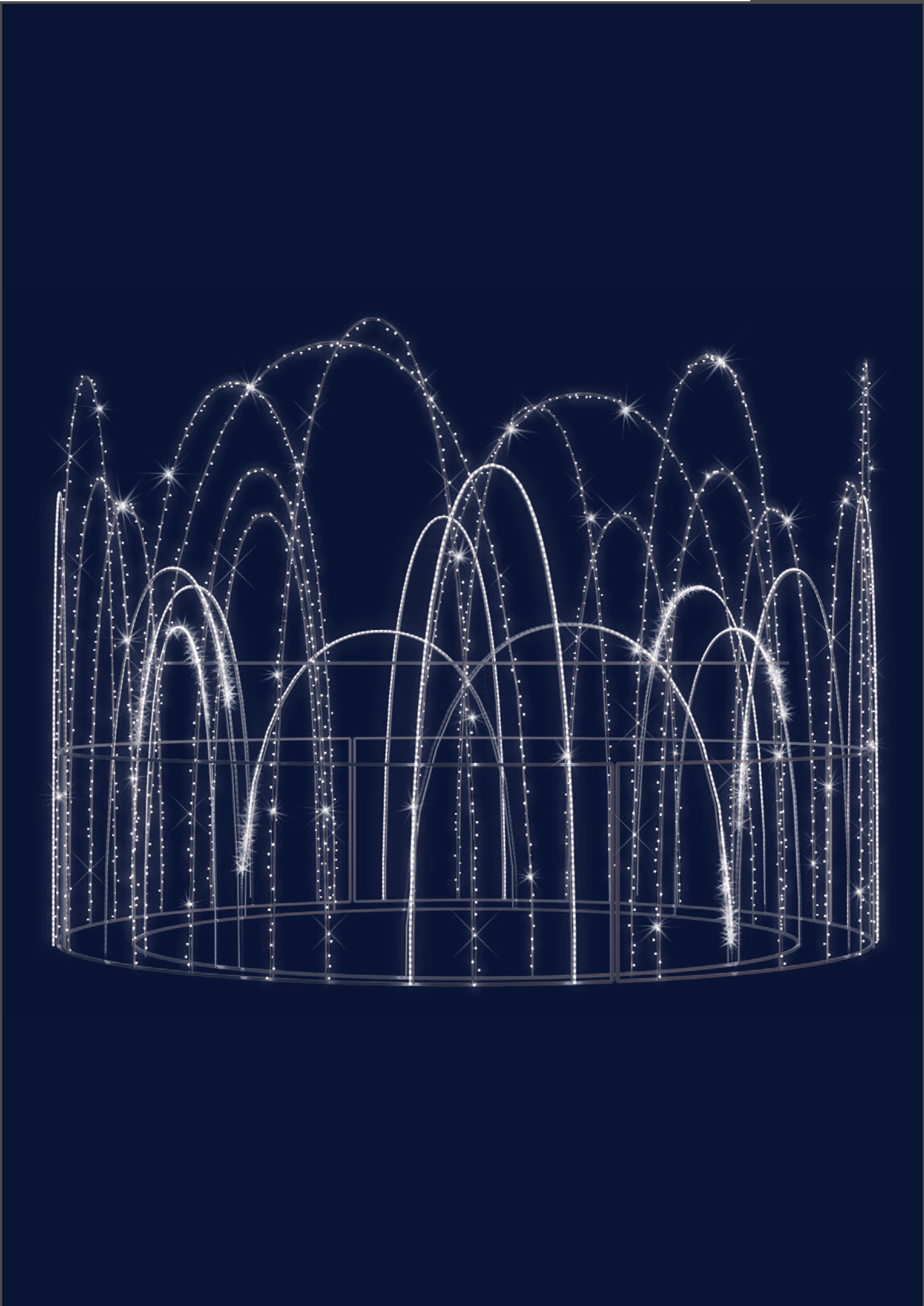
## SCHEMA

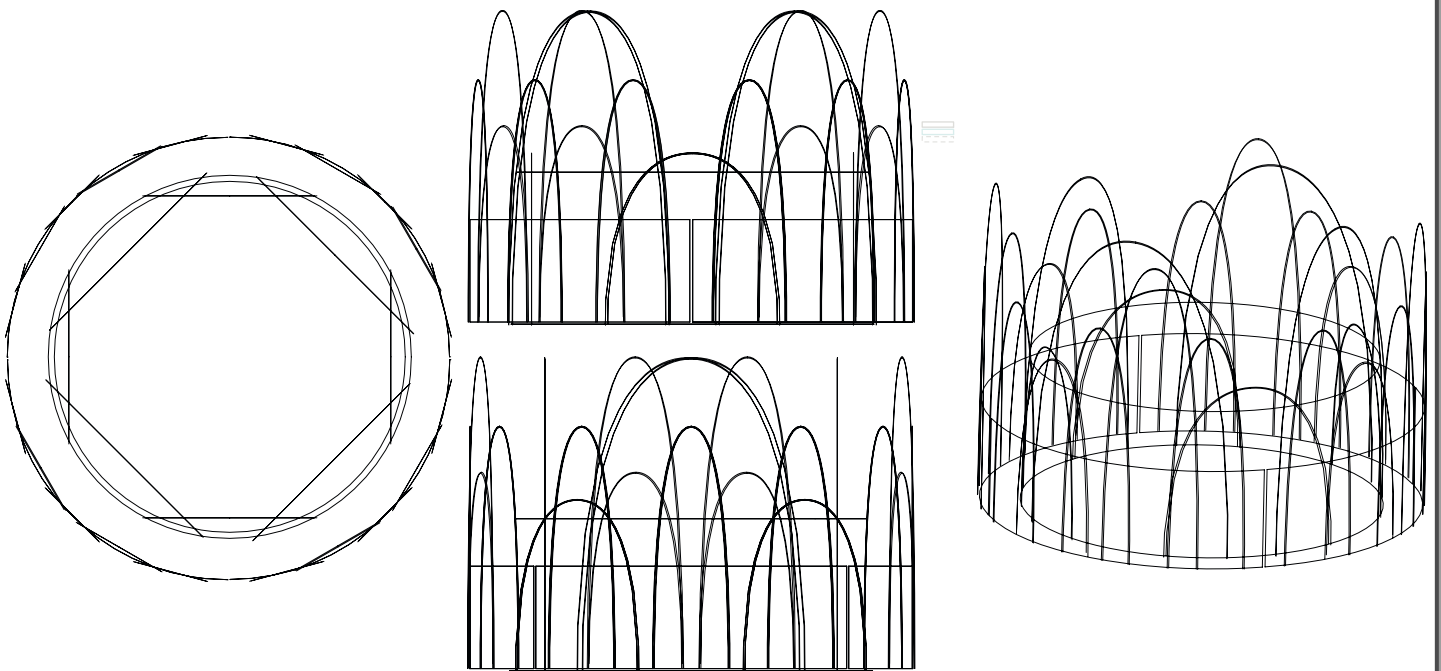


Nbre de Points Lumineux : 82  
Surf. de prise au vent : 0.02 m<sup>2</sup>

Marque : LEBLANC









# Interoffice Memo

**Date:** July 19, 2019

**To:** Kevin Workowski, Public Works Director

**From:** Kelly Mulqueeny, Street Superintendent

**Subject:** Service Contract Award-Renewal Christmas Decorations (Year 2 of 3)

Presented for August 20th 2019 Village Board meeting agenda for consideration and possible action:

Scope of Work:

The service contract is a renewal for the following general services during the holiday season.

- Installation, maintenance, removal, packaging and transport of holiday decorations.
- Purchase of additional holiday ornaments and decorations as needed.

The downtown area sites and decorations will include:

- Oak Park Ave. Train Station- decorations on building and platform.
- Zabrocki Plaza- 30' Christmas tree and lights, pre-lit trees.
- Oak Park Ave. & Hickory St.- Decorate two existing evergreen trees.
- Vogt Plaza- Pre-lit trees.
- 80th Ave. Train Station- pre-lit trees and garland on buildings.
- Street light poles- trumpet decoration installation (provided by VoTP).

Description:

Public works is recommending that we extend our current contract for an additional year to the capable contractor to who has coordinated and provide seasonal holiday decoration services this past year. The contract has the option of 2 (two) - 1 (one) year renewals. The past year B&B Holiday decorating has proven to be a professional, reliable contractor with reasonable rates.

Background:

This service contract was advertised on July 25, 2018 in accordance with state laws; four (4) sealed proposals were received by the deadline on Wednesday August 8, 2018, at 12:00 PM, and recorded by the Village Clerk's office.

<u>Contractor</u>	<u>Location</u>	<u>Average Score</u>
B&B Holiday Decorating	Des Plaines, IL	95.7
HC Lights	Broadview, IL	95.0
Outdoor Accents	Joliet, IL	64.7
SubjectK	Chicago, IL	0.0
Construction Concepts*	Tinley Park, IL	N/A

\*Bid was submitted at 12:07 p.m. on 8/8/2018, past the deadline and was therefore not reviewed.

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

Budget Available	\$35,000.00
Year 2 of 3, contract	<u>\$32,925.82</u>
Difference (under budget)	\$ 2,074.18

Staff Direction Request:

1. Approve renewing the service contract for the FY2020 Christmas Decoration Contract with B&B Holiday Decorating of Des Plaines, IL in the amount of \$32,925.82
2. Direct Staff as necessary.



## VILLAGE OF TINLEY PARK

### SERVICE CONTRACT

This contract is by and between the **Village of Tinley Park**, a Illinois home-rule municipal corporation (the “Village”), and **B & B Holiday Decorating**, (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 **Thirty two thousand nine hundred and twenty five dollars and 82/100 Dollars (\$32,925.82)**. Within **seven (7)** calendar days of completion of the work, the Contractor shall submit his application for payment to the Village, and the Village shall pay Contractor for the work performed no later than **thirty (30)** calendar days from the date of the Village's receipt and the Village’s approval of the work and the application for payment. No payment shall be made by the Village until the Contractor has submitted to the Village (i) a Contractor’s Affidavit listing all subcontractors and material suppliers utilized on the project and (ii) final waivers of lien from the Contractor, all subcontractors and all material suppliers.
3. No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the Village. The Contractor shall not execute change orders on behalf of the Village or otherwise alter the financial scope of the Project.
4. Written change orders may be approved by the Village Manager or his designee provided that the change order does not increase the amount set forth in paragraph 2 of this Contract to more than \$10,000.00. Changes in excess of this amount must be approved by the Village Board prior to commencement of the services or work. **Any request by the Contractor for an increase in the Scope of Services and an increase in the amount listed in paragraph 2 of this Contract shall be made and approved by the Village prior to the Contractor providing such services or the right to payment for such additional services shall be waived.**
5. **Time is of the essence on this Contract.** The Contractor shall complete all work under this Contract by the dates set forth below:
6. No “Notice to Proceed” may be given nor any work commenced until this Contract is fully executed and all exhibits and other attachments are completely filled out and attached hereto.
7. It is understood and agreed by the parties that the Contractor is an independent contractor

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

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



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

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

**IF THIS IS PREVAILING WAGE WORK:**



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

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

## CERTIFICATIONS BY CONTRACTOR

### Eligibility to Contract

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

\_\_\_\_\_  
Name of Contractor (please print)

\_\_\_\_\_  
Submitted by (signature)

\_\_\_\_\_  
Title

### Certificate of Compliance with Illinois Human Rights Act

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

\_\_\_\_\_  
Name of Contractor (please print)

\_\_\_\_\_  
Submitted by (signature)

\_\_\_\_\_  
Title

### Certificate of Compliance with Illinois Drug-Free Workplace Act

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

\_\_\_\_\_  
Name of Contractor (please print)

\_\_\_\_\_  
Submitted by (signature)

\_\_\_\_\_  
Title

**Certificate Regarding Sexual Harassment Policy**

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

\_\_\_\_\_  
Name of Contractor (please print)

\_\_\_\_\_  
Submitted by (signature)

\_\_\_\_\_  
Title

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

The undersigned hereby certifies that:

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

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

\_\_\_\_\_  
Name of Contractor (please print)

\_\_\_\_\_  
Submitted by (signature)

\_\_\_\_\_  
Title

**[NAME OF CONTRACTOR]**

BY: \_\_\_\_\_

\_\_\_\_\_ Date

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**VILLAGE OF TINLEY PARK**

BY: \_\_\_\_\_

\_\_\_\_\_ Date

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

ATTEST:

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

\_\_\_\_\_ Date

**VILLAGE OF TINLEY PARK**

BY: \_\_\_\_\_

\_\_\_\_\_ Date

Village Manager

**Exhibit A**  
**SCOPE OF SERVICES**

**Exhibit B**

**INSURANCE REQUIREMENTS**

(See Risk Manager for Insurance Requirements)



**HOLIDAY  
DECORATING**

---

160 Touhy Ct  
Des Plaines, IL 60018

Kelly Mulqueeny  
Village of Tinley Park  
16250 Oak Park Ave  
Tinley Park, IL 60477

B&B Holiday Decorating, gives our formal request to continue our service agreement with The Village of Tinley Park for the 2019 Holiday Season.

Our time working with The Village of Tinley Park has been a truly great experience and we are thankful for the opportunity.

With your approval we'd like to extend our services to the 2019 holiday season and look forward to another wonderful year.

Please advise me on how you would like to proceed.

\_\_\_\_\_ Date \_\_\_\_\_ Village of Tinley Park

\_\_\_\_\_ Date \_\_\_\_\_ B&B Holiday Decorating, LLC

Thank you

David, Pat, Bill & Brian



# Interoffice Memo

**Date:** August 9, 2019

**To:** Kevin Workowski, Public Works Director

**From:** Kelly Mulqueeny, Street Superintendent

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

Presented for August 13<sup>th</sup> 2019 Public Works Committee Meeting for consideration and possible action:

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

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

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

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

Budget / Finance: Funding is available in the approved FY20 budget, operations and maintenance funds.

Total Budget Available	\$236,250.00
Lowest responsible bidder for 5 events (2% increase each year)	\$139,724.01

Staff Direction Request:

1. Approve the renewal of the service contract with Zenere Trucking and Excavating the FY20 Cul-de-sacs Snow Removal Contract in an amount not to exceed the total FY20 funding amount and a 2% increase per snow event as dictated by the original contract.
2. Direct Staff as necessary.



## VILLAGE OF TINLEY PARK

### SERVICE CONTRACT

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

1. In consideration of the compensation stated in paragraph 2, the Contractor shall provide all the services described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference. The express terms of this Contract shall take precedence and control over any term or provision of the Scope of Services (Exhibit A) that in any way conflicts with, differs from, or attempts to alter the terms of this Contract.
2. Except in the event of a duly authorized change order approved by the Village as provided in this Contract, and in consideration of the Contractor's final completion of all work in conformity with this Contract, the Village shall pay the Contractor an amount not to exceed Two hundred and thirty six thousand two hundred fifty and **/100 Dollars (\$236,250.00)**. Within **seven (7)** calendar days of completion of the work, the Contractor shall submit his application for payment to the Village, and the Village shall pay Contractor for the work performed no later than **thirty (30)** calendar days from the date of the Village's receipt and the Village's approval of the work and the application for payment. No payment shall be made by the Village until the Contractor has submitted to the Village (i) a Contractor's Affidavit listing all subcontractors and material suppliers utilized on the project and (ii) final waivers of lien from the Contractor, all subcontractors and all material suppliers.
3. No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the Village. The Contractor shall not execute change orders on behalf of the Village or otherwise alter the financial scope of the Project.
4. Written change orders may be approved by the Village Manager or his designee provided that the change order does not increase the amount set forth in paragraph 2 of this Contract to more than \$10,000.00. Changes in excess of this amount must be approved by the Village Board prior to commencement of the services or work. **Any request by the Contractor for an increase in the Scope of Services and an increase in the amount listed in paragraph 2 of this Contract shall be made and approved by the Village prior to the Contractor providing such services or the right to payment for such additional services shall be waived.**
5. **Time is of the essence on this Contract.** The Contractor shall complete all work under this Contract by the dates set forth below:
6. No "Notice to Proceed" may be given nor any work commenced until this Contract is fully executed and all exhibits and other attachments are completely filled out and attached hereto.
7. It is understood and agreed by the parties that the Contractor is an independent contractor retained for the above-mentioned purpose. The Village shall not control the manner nor the means of the Contractor's performance, but shall be entitled to a work product as described herein. The term "subcontractor" shall mean and include only those hired by and having a direct contract with Contractor for performance of work on the Project. The

Village shall have no responsibility to any subcontractor employed by a Contractor for performance of work on the Project, and all subcontractors and material suppliers shall look exclusively to the Contractor for any payments due. The Village will **not** be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. Every subcontractor shall be bound by the terms and provisions of this Contract as far as applicable to their work. The Contractor shall be fully responsible to the Village for the acts and omissions of its subcontractors, and shall ensure that any subcontractors perform in accordance with the requirements of this Contract. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the Village. The Contractor is solely responsible for the safety procedures, programs and methods of its employees and agents and shall hold the Village harmless for any and all damages resulting from violations thereof. The Contractor shall comply with all applicable federal, State and local safety laws and regulations.

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

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

**IF THIS IS PREVAILING WAGE WORK:**

This contract calls for the construction of a “public work,” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq.* (“the Act”). The Act requires contractors and

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

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

## CERTIFICATIONS BY CONTRACTOR

### Eligibility to Contract

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

\_\_\_\_\_  
Name of Contractor (please print)

\_\_\_\_\_  
Submitted by (signature)

\_\_\_\_\_  
Title

### Certificate of Compliance with Illinois Human Rights Act

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

\_\_\_\_\_  
Name of Contractor (please print)

\_\_\_\_\_  
Submitted by (signature)

\_\_\_\_\_  
Title

### Certificate of Compliance with Illinois Drug-Free Workplace Act

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

\_\_\_\_\_  
Name of Contractor (please print)

\_\_\_\_\_  
Submitted by (signature)

\_\_\_\_\_  
Title

**Certificate Regarding Sexual Harassment Policy**

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

\_\_\_\_\_  
Name of Contractor (please print)

\_\_\_\_\_  
Submitted by (signature)

\_\_\_\_\_  
Title

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

The undersigned hereby certifies that:

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

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

\_\_\_\_\_  
Name of Contractor (please print)

\_\_\_\_\_  
Submitted by (signature)

\_\_\_\_\_  
Title

**[NAME OF CONTRACTOR]**

BY: \_\_\_\_\_

\_\_\_\_\_ Date

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**VILLAGE OF TINLEY PARK**

BY: \_\_\_\_\_

\_\_\_\_\_ Date

Mayor

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

ATTEST:

\_\_\_\_\_  
Village Clerk

\_\_\_\_\_ Date

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

**VILLAGE OF TINLEY PARK**

BY: \_\_\_\_\_

\_\_\_\_\_ Date

Village Manager

**Exhibit A**  
**SCOPE OF SERVICES**



**Exhibit B**

**INSURANCE REQUIREMENTS**

(See Risk Manager for Insurance Requirements)



**ZENERE**

**COMPANIES**

317 E. Margaret St.  
Thornton II. 60476

708-877-9306 Office  
708-877-1502 Fax

July 19, 2019

Kelly Mulqueeny,

This letter is to renew the 2017-2018 Cul-de-Sacs Snow Removal Contract for 2019-2020. The 2017-2018 contract was signed and executed with an option for (2) one year extensions. As stated in the original 2017-2018 contract the pricing for 2019-2020 will be at a 2% increase from the 2018-2019 contract price.

We are pleased to continue to be working with you. We are committed to providing you with the best service we can and look forward to providing the same quality service for years to come.

\_\_\_\_\_ Date: \_\_\_\_\_

Kelly Mulqueeny  
Village of Tinley Park

Please at your earliest convenience sign and return if acceptable.

Sincerely,  
Scott Knittle  
Zenere Landscapes  
[Scott@ZenereCompanies.com](mailto:Scott@ZenereCompanies.com)  
708.878.9390

Earthmoving.....Trucking.....Landscape Services.....Snow Management  
Habitat Development & Restoration.....Landfill Reclamation

***“Partners with Commerce-----Stewards of The Environment”***



# Interoffice Memo

**Date:** August 9, 2019

**To:** Kevin Workowski, Public Works Director

**From:** Kelly Mulqueeny, Street Superintendent

**Subject:** Service Contract Award-Parking lot snow removal (Year 2 of 3)

Presented for August 6<sup>th</sup> 2018 Public Works Committee Meeting for consideration and possible action:

Scope of Work: This service contract includes the removal of snow by a qualified contractor for the 21 parking lots and sidewalk locations throughout the Village of Tinley Park.

Description: Public works is recommending that we extend our current contract for snow removal in our parking lots and sidewalks at various locations in Village of Tinley Park. The contract has the option of 2 (two) - 1 (one) year renewals. The past year Beverly Snow & Ice Inc has proven to be a professional, reliable contractor with reasonable rates.

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

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

Budget / Finance: Funding is available in the approved FY20 budget, operations and maintenance funds.

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

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

Staff Direction Request:

1. Approve the renewal of the service contract with Beverly Snow & Ice Inc the FY20 Parking Lot Snow Removal Contract in an amount not to exceed the total FY20 funding amount per snow event as dictated by the original contract.
2. Direct Staff as necessary.

## VILLAGE OF TINLEY PARK

### SERVICE CONTRACT

This contract is by and between the **Village of Tinley Park**, a Illinois home-rule municipal corporation (the "Village"), and Beverly Snow & Ice 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 **Three hundred and forty two thousand three hundred fifty and 0/100 Dollars (\$342,350.00)**. Within **seven (7)** calendar days of completion of the work, the Contractor shall submit his application for payment to the Village, and the Village shall pay Contractor for the work performed no later than **thirty (30)** calendar days from the date of the Village's receipt and the Village's approval of the work and the application for payment. No payment shall be made by the Village until the Contractor has submitted to the Village (i) a Contractor's Affidavit listing all subcontractors and material suppliers utilized on the project and (ii) final waivers of lien from the Contractor, all subcontractors and all material suppliers.
3. No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the Village. The Contractor shall not execute change orders on behalf of the Village or otherwise alter the financial scope of the Project.
4. Written change orders may be approved by the Village Manager or his designee provided that the change order does not increase the amount set forth in paragraph 2 of this Contract to more than \$10,000.00. Changes in excess of this amount must be approved by the Village Board prior to commencement of the services or work. **Any request by the Contractor for an increase in the Scope of Services and an increase in the amount listed in paragraph 2 of this Contract shall be made and approved by the Village prior to the Contractor providing such services or the right to payment for such additional services shall be waived.**
5. **Time is of the essence on this Contract.** The Contractor shall complete all work under this Contract by the dates set forth below:
6. No "Notice to Proceed" may be given nor any work commenced until this Contract is fully executed and all exhibits and other attachments are completely filled out and attached hereto.
7. It is understood and agreed by the parties that the Contractor is an independent contractor

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

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

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

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

**IF THIS IS PREVAILING WAGE WORK:**

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

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

## CERTIFICATIONS BY CONTRACTOR

### Eligibility to Contract

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

\_\_\_\_\_  
Name of Contractor (please print)

\_\_\_\_\_  
Submitted by (signature)

\_\_\_\_\_  
Title

### Certificate of Compliance with Illinois Human Rights Act

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

\_\_\_\_\_  
Name of Contractor (please print)

\_\_\_\_\_  
Submitted by (signature)

\_\_\_\_\_  
Title

### Certificate of Compliance with Illinois Drug-Free Workplace Act

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

\_\_\_\_\_  
Name of Contractor (please print)

\_\_\_\_\_  
Submitted by (signature)

\_\_\_\_\_  
Title



**Certificate Regarding Sexual Harassment Policy**

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

\_\_\_\_\_  
Name of Contractor (please print)

\_\_\_\_\_  
Submitted by (signature)

\_\_\_\_\_  
Title

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

The undersigned hereby certifies that:

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

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

\_\_\_\_\_  
Name of Contractor (please print)

\_\_\_\_\_  
Submitted by (signature)

\_\_\_\_\_  
Title

**[NAME OF CONTRACTOR]**

BY: \_\_\_\_\_

\_\_\_\_\_ Date

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**VILLAGE OF TINLEY PARK**

BY: \_\_\_\_\_

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

\_\_\_\_\_ Date

ATTEST:

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

\_\_\_\_\_ Date

**VILLAGE OF TINLEY PARK**

BY: \_\_\_\_\_

Village Manager

\_\_\_\_\_ Date

**Exhibit A**  
**SCOPE OF SERVICES**

**Exhibit B**

**INSURANCE REQUIREMENTS**

(See Risk Manager for Insurance Requirements)



Kelly Mulqueeny  
Village of Tinley Park  
16250 S Oak Park Ave  
Tinley Park, IL 60477

Kelly Mulqueeny,

Beverly Snow & Ice, Inc. is requesting to exercise the option for a one-year extension of the Snow and Ice Control contract for the 2019-2020 season. Beverly will continue to provide service following the existing contract specifications at the rates that were in place last season.

Please confirm to us in writing your response to accepting the offer to extend the contract. We look forward to hearing from you.

Sincerely,

A handwritten signature in blue ink, appearing to read "Alex Straughn", is written over the word "Sincerely,".

Alex Straughn  
Beverly Snow & Ice Inc.  
16504 Dixie Highway  
Markham, IL 60428  
(708) 516-7826

**PUBLIC  
COMMENT**

**ADJOURNMENT**