

# **NOTICE OF STANDING COMMITTEES**

Scheduled for  
Tuesday, February 13, 2018,  
beginning at 6:30 p.m. in

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

**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 SPECIAL MEETING**  
**OF THE PUBLIC WORKS COMMITTEE**

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

1. OPEN THE MEETING.
2. CONSIDER APPROVAL OF THE SPECIAL PUBLIC WORKS COMMITTEE MEETING HELD ON DECEMBER 12, 2017.
3. DISCUSS AWARDDING THE RENEWAL CONTRACT FOR 2018 IRRIGATION WITH AQUAMIST PLUMBING AND LAWN SPRINKLING COMPANY.
4. DISCUSS AWARDDING THE CONTRACT FOR THE LANDSCAPE MAINTENANCE, MOWING AND WEED CONTROL.
5. DISCUSS AWARDDING THE CONTRACT FOR LAWN TREATMENT.
6. DISCUSS PAVEMENT MANAGEMENT PROGRAM DETAILS AND POTENTIAL FUNDING.
7. DISCUSS 6300 SCOTT COURT EROSION CONTROL ISSUE.
8. RECEIVE COMMENTS FROM THE PUBLIC.

ADJOURNMENT

KRISTIN A. THIRION  
VILLAGE CLERK

**MINUTES**  
**Special Meeting of the Public Works Committee**  
**January 9, 2018 - 6:45 p.m.**  
**Village Hall of Tinley Park – Council Chambers**  
**16250 S. Oak Park Avenue**  
**Tinley Park, IL 60477**

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

Members Absent:           None

Other Board Members Present:  C. Berg, Village Trustee  
  M. Mangin, Village Trustee  
  M. Pannitto, Village Trustee  
  K. Thirion, Village Clerk

Staff Present:               D. Niemeyer, Village Manager  
                                  P. Carr, Assistant Village Manager  
                                  S. Neubauer, Police Chief  
                                  F. Reeder, Fire Chief  
                                  D. Riordan, Deputy Fire Chief  
                                  P. Wallrich, Interim Community Development Director  
                                  K. Workowski, Public Works Director  
                                  J. Urbanski, Assistant Public Works Director  
                                  K. Mulqueeny, Streets Superintendent  
                                  D. Framke, Framke, Marketing Director  
                                  R. Zimmer, Executive Assistant to the Mayor  
                                  L. Valley, Executive Assistant to the Manager and Trustees  
                                  L. Godette, Deputy Village Clerk  
                                  L. Carollo, Commission/Committee Secretary

**Item #1** - The Special Meeting of the Public Works Committee was called to order at 6:45 p.m.

**Item #2 – CONSIDER APPROVAL OF THE MINUTES OF THE SPECIAL PUBLIC WORKS COMMITTEE MEETING HELD ON DECEMBER 12, 2017** – Motion was made by Chairman Younker, seconded by Trustee Brady, to approve the minutes of the Special Public Works Committee Meeting held on December 12, 2017.  Vote by voice call. Chairman Younker declared the motion carried.

**Item #3 – DISCUSS AWARDING THE RENEWAL CONTRACT FOR 2018 IRRIGATION WITH AQUAMIST PLUMBING AND LAWN SPRINKLING COMPANY**  
- K. Mulqueeny, Streets Superintendent stated the irrigation contract entails winterization, spring startup, and repairs to the system at seven (7) locations:  LaGrange Road, Harlem Avenue, 171st Street medians, Fire Station #4, Oak Park Avenue Metra Stations, Village Hall and Police

station. The current contract with Aquamist Plumbing and Lawn Sprinkling Company includes pricing for two (2) optional contract extensions of one (1) year each that may be approved at the sole discretion of the Village Board. This will be the first extension of the contract. The past year this contractor has proven to be a professional and reliable contractor with reasonable rates.

Staff is seeking approval of the bid for FY19 in the amount of \$28,907 to Aquamist Plumbing and Lawn Sprinkling Company and direct staff as necessary.

Motion was made by Chairman Younker, seconded by Trustee Brady, to recommend awarding the renewal contract for 2018 irrigation with Aquamist Plumbing and Lawn Sprinkling Company brought forward for future Village Board approval. Vote by voice. Chairman Younker declared the motion carried.

**Item #4 – DISCUSS AWARDING THE CONTRACT FOR THE LANDSCAPE**

**MAINTENANCE MOWING AND WEED CONTROL** - A capable contractor is needed to provide landscape services throughout the community. The contractor shall perform the following services:

- Plant Maintenance, which includes pruning and shaping of trees and shrubs.
- Lawn Care, which includes mowing, string trimming and edging of 207 acres.
- Flower Bed Maintenance, which includes weeding, mulching, and general care.
- New Work, which includes planting and care of annuals and other adjustments as needed.

This service contract was advertised on December 10, 2017, in accordance with state bidding laws and received three (3) sealed bids. The bids were opened and read publicly on December 28, 2017.

The Public Works Committee received copies of a recommendation letter from Site Design Group and bid tabulations. Funding in the amount of \$314,000.00 is available in the approved FY19 Budget; Road and Bridge, Facilities, Water and CPL Operating and Maintenance Budget. Beverly Environmental and Beary landscape were the lowest bidders; \$245,673.00 for Areas 1-3 (Beverly Environmental) and \$30,817.00 for Area 4 (Beary Landscape).

Staff is seeking approval of the service contract for the FY18 Landscape Maintenance in the amount of \$245,673.00 to Beverly Environmental LLC and \$30,817.00 to Beary Landscape and direct staff as necessary.

Motion was made by Chairman Younker, seconded by Trustee Brady, to recommend awarding the contract for landscape maintenance, mowing and weed control to Beverly Environmental be brought forward for future Village Board approval. Vote by voice. Chairman Younker declared the motion carried.

**Item #5 – DISCUSS AWARDING THE CONTRACT FOR LAWN TREATMENT - A**

capable contractor is needed to coordinate and deliver lawn care treatments of fertilizer and pesticides in the planting beds (37 acres) and lawn areas (207) acres for the 2018 Lawn Treatment contract.

This service contract was advertised on December 10, 2017, in accordance with state bidding laws and received two (2) sealed bids. The bids were opened and read publicly on December 28, 2017. TruGreen was the lowest responsible bidder at \$32,936.00

The Public Works Committee received copies of a recommendation letter from Site Design Group and bid tabulations. Funding in the amount of \$45,000.00 is available in the FY19 Budget; Road and Bridge, Facilities, Water and CPL Operating and Maintenance Budget.

Staff is seeking approval of the service contract for the FY19 Lawn Treatment in the amount of \$32,936.00 to TruGreen and direct staff as necessary. Chairman Younker asked if the issues last year were resolved by TruGreen. Ms. Mulqueeny stated staff followed up and ensured TruGreen resolved the issues and TruGreen has performed satisfactorily thereafter.

Motion was made by Chairman Younker, seconded by Trustee Brady, to recommend awarding the contract for lawn care to TruGreen brought forward for future Village Board approval. Vote by voice. Chairman Younker declared the motion carried.

**Item #6 – DISCUSS PAVEMENT MANAGEMENT PROGRAM (PMP) DETAILS AND POTENTIAL FUNDING** - Jennifer Prinz from Robinson Engineering presented a review of the Pavement Management Program (PMP) schedule, as discussed in October. A preliminary map of streets recommended to be covered under the Fiscal Year 2019 program was previously given to the Public Works Committee, which includes approximately 9 miles of streets to be resurfaced under the program, along with minor patching to be performed on other streets. As part of the program, striping on various Village streets will also be performed. Total funding needed for the estimated cost of the FY 2019 PMP is \$2.7 million. The projected available funds from the various funding sources used in the past for the Fiscal Year 2019 PMP are: Motor Fuel Tax Fund, Local Roads Fund and Other Funds. A schedule for adoption of the Motor Fuel Tax (MFT) Resolution/Agreements, bidding schedule, award and construction was also previously provided.

Ms. Prinz stated currently the necessary paperwork after January 1, needs to be completed in order to allocate \$1.5 million in MFT funding towards the total cost of \$2.7 million for the entire program. In addition, as the funding year is from January 1, 2018 through December 31, 2018, the Village Board will need to approve an agreement for Robinson Engineering to perform the engineering services, which has already taken place, as discussed in October 2017. The Public Works Committee received a copy of a preliminary engineering agreement with Robinson Engineering.

Chairman Younker asked if the Oak Park Avenue resurfacing is included in this program, which Ms. Prinz stated it was not. However, Phase 2 plans for Oak Park Avenue will be submitted on Tuesday and there will be a letting this year. If the state approves the letting, resurfacing on Oak Park Avenue could also begin this year. Chairman Younker asked the Public Works Committee if there were any further questions or comments. No one came forward.

Motion was made by Chairman Younker, seconded by Trustee Brady, to recommend resolution of MFT funding and resolution of the engineering agreement with Robinson Engineering be brought forward for future Village Board approval. Vote by voice. Chairman Younker declared the motion carried.

**Item #7 – DISCUSS 6300 SCOTT COURT EROSION CONTROL ISSUE** - The homeowner residing at the property of 6300 Scott Court has had a longstanding issue of property erosion due to a creek backing up to the property, which has continued to get worse. Because of continued erosion/drainage issues of the homeowner's backyard, Public Works has coordinated with Metropolitan Water Reclamation District (MWRD) and the Park District, who both have responsibility to the property in an attempt to address this problem. Estimated cost is approximately \$27,000, which might be able to be performed for less by using local labor and materials rather than contracting the work out. The Park District as well as the homeowner will also help with costs and MWRD has offered labor services. Trustee Brady asked if the erosion of the property is due to flooding. K. Workowski, Public Works Director stated the problem is not related to flooding, but rather from a large volume of water flow from the creek going into the homeowner's backyard. Attempts will be made to stabilize the creek with cement blocking, stone, and other materials as needed. Trustee Mangin asked if any other houses are affected by the creek and it was explained no other properties are substantially affected by the creek to the degree as this property. Trustee Glotz asked if the Village would have future liability regarding work to be performed. It was explained an agreement will be put in place with the Park District as well as the homeowner regarding future legal liability.

Staff is seeking direction from the Public Works Committee for the Village Manager to coordinate efforts with MWRD and the Park District regarding resolution of the erosion issue to this property.

Motion was made by Chairman Younker, seconded by Trustee Brady, to recommend direction for the Village Manager to coordinate efforts with MWRD and the Park District in resolving the erosion control issue at 6300 Scott Court for future Village Board approval. Vote by voice. Chairman Younker declared the motion carried.

**Item #8 – RECEIVE COMMENTS FROM THE PUBLIC** - No comments from the public.

#### **ADJOURNMENT**

Motion was made by Chairman Younker, seconded by Trustee Mangin, to adjourn this meeting of the Special Public Works Committee. Vote by voice call. Chairman Younker declared the motion carried and adjourned the meeting at 6:57 p.m.

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# Interoffice Memo

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**Date:** February 7, 2018  
**To:** Public Works Committee  
**From:** Pat Carr, Assistant Village Manager/Director – EM and 911 Communications  
**Subject:** Village Take Home Vehicles

Attached is a list of current employees with take home vehicles. Through village board direction the village manager's office is recommending the following changes:

1. Maintain the current list of take home vehicles and re-evaluate yearly.
2. New employee's that are outside of the village limits will not receive a take home vehicle.
3. Re-instate take home vehicle privileges for Asst. Public Works Superintendent John Urbanski. John is currently responsible for all emergency call outs related to facilities and infrastructure.

These changes will have minimal impact on budgets and will be re-evaluated on a yearly basis.

## **Village Take Home Vehicles**

David Niemeyer – Village Manager

Patrick Carr – Assistant Village Manager/EMA-911 Communications Director

Kevin Workowski – PW Director

Kelly Mulqueeny – PW Street Superintendent

Forest Reeder – Fire Chief

Steve Klotz – Deputy Fire Chief

Dan Riordan – Deputy Fire Chief

Tom Slepiski – Asst. Fire Chief

Kris Dunn – Asst. Fire Chief

Doug Erwin – Asst. Fire Chief

Dan Reda – Asst. Fire Chief



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

Date: February 6, 2018

Project/Subject: 7-Eleven Store 167<sup>th</sup> and Oak Park Ave.

Project No: 18-R0055

The 7-Eleven at this intersection once had an underground fuel tank on site. 7-Eleven has submitted, for village approval, a standard Highway Authority Agreement (HAA) set forth by the IEPA LUST program, which would allow for the LUST contaminated soil and groundwater to remain in the adjacent Oak Park Avenue ROW, limited to the hatched area shown on the last page of the agreement. It's an institutional control. The HAA would prohibit the Village from installing a potable water supply well or using the groundwater in the ROW for domestic use (obviously that would not happen anyway). The Village is allowed to access the area in the future within the ROW provided worker safety is protected.

This will require the village to have a safety plan and be informed of the contamination prior to digging (safety glasses, latex gloves) including any village contractors that may need to do subsurface work in the area. In addition, if excess contaminated soil is generated in the ROW during future work in the ROW, it will be the responsibility of the Village and their contractors to properly dispose of any excess waste to a landfill. The village GIS system should be updated to reflect this matter at this location.

In conjunction with and as a requisite for entering into this agreement, the village attorney has prepared a side agreement for future cost recovery for any expenses the village would incur. The HAA helps the land owner (7-Eleven) receive closure (NFR letter) from IEPA for the leaking fuel tank. Note that the IEPA does not allow the side agreement to be included in the HAA. It is a separate agreement that the IEPA does not get involved in, it is between 7-Eleven owner and the Village. The side agreement allows the Village to go back to 7-Eleven (in the future) and get cost recovery for any costs the Village incurred for having to deal with contamination in the ROW. For instance, if a water line repair or other utility repair was needed in the ROW and contaminated soil was generated, 7-Eleven would have to reimburse or pay the Village for costs incurred.

If the Village does not sign off on the HAA, 7-Eleven will not get an NFR letter from IEPA which they may or may not need if they ever sell property. If they don't get the HAA, 7-Eleven may have to actively remediate to a level that allows the 30-year modeling results of the contamination to show it does not go past property line into ROW where they no longer have control of the land.

It would likely be in the village's interest to record the side agreement against the property. The village attorney should be consulted in that matter.

## ENVIRONMENTAL INDEMNITY AGREEMENT

This ENVIRONMENTAL INDEMNITY AGREEMENT is entered into as of the day of \_\_\_\_\_, \_\_\_\_\_, by 7-Eleven, Inc. ("Indemnitor"), and the Village of Tinley Park, Illinois, (the "Village") (Indemnitor and the Village are collectively referred to herein as "the Parties").

### RECITALS

**WHEREAS**, Indemnitor is the owner of certain real property located at 16658 S. Oak Park Avenue, Tinley Park, IL 60477 (the "Indemnitor's Property") and legally described in Exhibit A; and

**WHEREAS**, an underground storage tank system, as defined in 40 CFR Part 280 or supplanting federal regulations, owned or operated by Indemnitor or its predecessor in interest ("UST System"), was present on Indemnitor's Property; and

**WHEREAS**, releases of petroleum hydrocarbons to the environment at the Indemnitor's Property were reported to the Illinois Emergency Management Agency ("IEMA") on \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_, \_\_\_\_\_, IEMA assigned incident numbers 20091227 and 20140526 to the releases (the "Releases")

**WHEREAS**, all of the previously mentioned hydrocarbons and those identified in TACO modeling calculations for soil and/or groundwater contamination identified at Indemnitor's Property resulting from the Releases are hereby collectively referred to as "Contaminants of Concern". As a result of said release, the soil and/or groundwater at the Indemnitor's Property contain detectable concentrations of Contaminants of Concern. The soil and/or groundwater impacted by Contaminants of Concern extend beyond the Indemnitor's Property.

**WHEREAS**, Indemnitor desires to obtain a Highway Authority Agreement to limit any potential threat to human health from soil and/or groundwater impacted with Contaminants of Concern in the right-of-way and road adjacent to Indemnitor's Property. The proposed Highway Authority Agreement is attached hereto as Exhibit B.

**NOW, THEREFORE**, in consideration of the terms and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. This Environmental Indemnity Agreement ("Agreement") is not binding upon the Village and Indemnitor until it is executed by the undersigned representative of the Village and, prior to execution, this Agreement constitutes an offer by Indemnitor. The duly authorized representative of Indemnitor has signed this Agreement.

2. The Village agrees that it will approve the Highway Authority Agreement provided, however, that if the Village does not approve the Highway Authority Agreement, this Agreement shall be deemed null and void.

3. Indemnitor on behalf of itself, its successors and assigns shall covenant and agree, at its sole cost and expense, to indemnify, defend and hold the Village and/or the Village's former, current and future officials, trustees, officers, servants, employees, agents, successors and assigns (collectively "Village Affiliates"), both in their capacities as Village representatives and as individuals, harmless from and against any loss, actions, responsibilities, obligations, liability, damage, expenses, claims, penalties, fines, injunctions, suits (including but not limited to suits alleging or related to personal injury and/or death), proceedings, disbursements or expenses (including, reasonable attorneys' and experts' fees and disbursements and court costs) (collectively, the "Liabilities"), arising under or relating to any Environmental Laws (as defined below) and resulting or arising from the presence of Constituents of Concern on, in or from the Indemnitor's Property, or any other Liabilities which may be incurred by or asserted against the Village and/or any of the Village Affiliates resulting or arising from, alleged to arise from, or caused by the presence of Constituents of Concern on, in or from the Indemnitor's Property (including the groundwater thereunder).

(a) For purposes of this Agreement, "Environmental Laws" collectively means and includes any present and future local, state, federal or international law, statute, ordinance, order, decree, rule, regulation or treaty relating to public health, safety or the environment (including those laws relating to releases, discharges, emissions or disposals to air, water, land or groundwater, to the withdrawal or use of groundwater, to the use, handling, storage, disposal, treatment, transportation or management of Contaminants of Concern) including, without limitation, the Resource Conservation and Recovery Act, as amended ("RCRA"), 42 U.S.C. §6901, et seq., the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §9601, et seq., as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), the Contaminants of Concern Transportation Act, 49 U.S.C. §1801, et seq., the Clean Water Act, 33 U.S.C. §1251, et seq., the Clean Air Act, as amended, 42 U.S.C. §7401, et seq., the Toxic Substances Control Act, 15 U.S.C. §2601, et seq., the Safe Drinking Water Act, 42 U.S.C. §300f, et seq., the Occupational Safety and Health Act, 29 U.S.C. §655, et seq., the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. § 136, et seq., the National Environmental Policy Act, 42 U.S.C. §4321, et seq., the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. §11001, et seq., and the Illinois Environmental Protection Act, and the amendments, regulations, orders, decrees, permits, licenses or deed restrictions now or hereafter promulgated thereunder.

Indemnitor shall assume the defense (with legal counsel reasonably agreeable to the Village) of all suits, administrative proceedings and disputes of any description with all persons, entities, political subdivisions or government agencies arising out of the matters to be indemnified under this Agreement. Indemnitor shall pay, promptly upon entry, any nonappealable order, judgment or other final resolution of any claim or dispute arising out of the matters to be

indemnified under this Agreement and shall pay promptly when due any fines, penalties or agreed settlements arising out of the matters to be indemnified under this Agreement. Indemnitor also agrees that it will not settle or compromise any action, suit or proceeding without the Village's prior written consent, which consent shall not be unreasonably withheld.

In addition to the indemnity provided above, if the Village encounters Contaminants of Concern while working in, on or under the Highway Authority Agreement Area or encounters Contaminants of Concern migrating from Indemnitor's Property, the Village has the right to remove contaminated soil or groundwater above Tier 1 residential remediation objectives (as set forth in the Tiered Approach to Cleanup Objectives, Title 35, Part 742) from the areas it is working and intends to do work and to dispose of them as it deems appropriate not inconsistent with applicable Environmental Laws so as to avoid causing a further release of the Contaminant of Concern and to protect human health and the environment. If Contaminants of Concern are found anywhere within the boundaries of the proposed Highway Authority Agreement, there is a rebuttal presumption that the Contaminants of Concern migrated from and are attributable to the Release identified with operations at Indemnitor's Property.

Prior to taking any action noted above, the Village will first give Indemnitor not less than sixty (60) days prior written notice, unless there is an emergency or an immediate threat to the health or safety to any individual or to the public, that it intends to perform a site investigation and remove or dispose of contaminated soil or groundwater to the extent necessary for its work. Failure to give notices does not void all future obligations of the parties, however, such failure to give notice may be offered as an offset against unreasonable cost under this Agreement. The removal or disposal shall be based upon the site investigation (which may be modified by field conditions during excavation), which Indemnitor shall review or shall perform, if requested to do so by the Village. If practicable, Indemnitor shall be allowed to remove and dispose of the contaminated soil and/or ground water necessary for the Village's work in advance of that work. In any event, Indemnitor shall reimburse the reasonable documented costs incurred by the Village to perform the site investigation and to dispose of any contaminated soil or groundwater associated with Contaminants of Concern. The parties understand and agree that the Village's soil and groundwater removal will be in conjunction and/or associated with other work being done by the Village in, on, under or near the Indemnitor's Property, and part of the purpose of this paragraph is that if the Village encounters Contaminants of Concern while working on its utilities, or on a municipal project or otherwise, it will not be responsible in any way for the cost associated with encountering removing and/or disposing of such Contaminants of Concern. In addition, it is specifically understood and agreed between the parties that the Village will not be identified at any time, in any place, document or manifest as the owner, generator or transporter of contaminated soil or groundwater taken from Indemnitor's Property. If asked, Indemnitor shall cooperate with the Village in the removal and disposal of such soil and groundwater and shall sign all necessary documents and manifests for the proper transportation and disposal of the soil and/or groundwater.

4. Any notice required or permitted to be given to either party shall be deemed to be received by such party (i) three (3) days after deposit in the United States Registered or Certified Mail, Return Receipt Requested, or (ii) one (1) business day after deposit with a nationally recognized overnight delivery service guaranteeing next business day delivery, or (iii) upon

personal delivery to the party to whom addressed provided that a receipt of such delivery is obtained, or (iv) on the same business day as transmitted and confirmed by telecopy provided

If to the Indemnitor:

If to the Village:

With a Copy to:

or to the parties at such other addresses or telecopy numbers as they may designate by notice to the other party as herein provided.

5. This Agreement has been made and delivered in Illinois and shall be construed according to and governed by the internal laws of the State of Illinois without regard to its conflict of law rules. If any provision hereof shall be held invalid, prohibited or unenforceable under any applicable laws of any applicable jurisdiction, such invalidity, prohibition or unenforceability shall be limited to such provision and shall not affect or invalidate the other provisions hereof or affect the validity or enforceability of such provision in any other jurisdiction, and to that extent, the provisions hereof are severable. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law.

6. Failure of the Village to require performance of any provision of this Agreement shall not affect the Village's right to require full performance thereof at any time thereafter, and the waiver by the Village of a breach of any provision of this Agreement shall not constitute or be deemed a waiver of a similar breach in the future, or any other breach, or nullify the effectiveness of such provisions of this Agreement. The rights and remedies of the Village in this Agreement are cumulative. The exercise or use of anyone or more thereof shall not bar the Village from exercise or use of any other right or remedy provided herein or otherwise provided by law, nor shall exercise or use of any right or remedy by the Village waive any other right or remedy.

7. This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof. This Agreement may not be amended, modified, revised, supplemented or restated except by a writing signed by each of the parties hereto.

8. The prevailing party in an action to enforce the covenants and agreements of this Agreement shall be entitled to all its reasonable costs, attorney's fees and expenses.

9. The executing representatives of the parties to this Agreement represent and certify that they are fully authorized to enter into the terms and conditions of this Agreement and to execute and legally bind that party to it.

**IN WITNESS WHEREOF**, the parties have executed this Environmental Indemnity Agreement as of the day, month and year first above written.

**VILLAGE OF TINLEY PARK**

**SEVEN ELEVEN, INC.**

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

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

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

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

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

## HIGHWAY AUTHORITY AGREEMENT

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2017 pursuant to 35 Ill. Adm. Code 742.1020 by and between the (1) 7-Eleven, Inc. (7-Eleven) ("Owner/Operator") and (2) the Village of Tinley Park, Illinois, an Illinois body politic and corporate, acting by and through its Chair and Village Board ("Highway Authority"), collectively known as the "Parties."

**WHEREAS**, 7-Eleven, Inc. is the owner or operator of one or more leaking underground storage tanks formerly located at 16658 South Oak Park Avenue, Tinley Park, Illinois, 60477 ("the Site");

**WHEREAS**, as a result of one or more releases of contaminants from the above referenced underground storage tanks ("the Release(s)"), soil and groundwater contamination at the Site exceeds the Tier 1 residential remediation objectives of 35 Ill. Adm. Code 742;

**WHEREAS**, the soil and groundwater contamination exceeding Tier 1 residential remediation objectives extends or may extend into the Highway Authority's right-of-way;

**WHEREAS**, the Owner/Operator is conducting corrective action in response to the Release(s);

**WHEREAS**, the Parties desire to prevent groundwater beneath the Highway Authority's right-of-way that exceeds Tier 1 remediation objectives from use as a supply of potable or domestic water and to limit access to soil within the right-of-way that exceeds Tier 1 residential remediation objectives so that human health and the environment are protected during and after any access;

**NOW, THEREFORE**, the Parties agree as follows:

1. The recitals set forth above are incorporated by reference as if fully set forth herein.
2. The Illinois Emergency Management Agency has assigned incident numbers 20091227 and 20140526 to the Releases.
3. Attached as Exhibit A is a scaled map(s) prepared by the *Owner/Operator* that shows the Site and surrounding area and delineates the current and estimated future extent of soil and groundwater contamination above the applicable Tier 1 residential remediation objectives as a result of the Releases.
4. Attached as Exhibit B are tables prepared by the *Owner/Operator* that lists each contaminant of concern that exceeds its Tier 1 residential remediation objective, its Tier 1 residential remediation objective and its concentrations within the zone where Tier 1 residential remediation objectives are exceeded. The locations of the concentrations listed in Exhibit B are identified on the map(s) in Exhibit A.

5. Attached as Exhibit C is a scaled map prepared by the *Owner/Operator* showing the area of the Highway Authority's right-of-way that is governed by this agreement ("Right-of-Way"). Because Exhibit C is not a surveyed plat, the Right-of-Way boundary may be an approximation of the actual Right-of-Way lines.
6. The Parties stipulate that, based on modeling, soil and groundwater contamination exceeding Tier 1 residential remediation objectives does not and will not extend beyond the boundaries of the Right-of-Way.
7. The Highway Authority stipulates it has jurisdiction over the Right-of-Way that gives it sole control over the use of the groundwater and access to the soil located within or beneath the Right-of-Way.
8. The Highway Authority agrees to prohibit within the Right-of-Way all potable and domestic uses of groundwater exceeding Tier 1 residential remediation objectives.
9. The Highway Authority further agrees to limit access by itself and others to soil within the Right-of-Way exceeding Tier 1 residential remediation objectives. Access shall be allowed only if human health (including worker safety) and the environment are protected during and after any access. The Highway Authority may construct, reconstruct, improve, repair, maintain and operate a highway upon the Right-of-Way, or allow others to do the same by permit. In addition, the Highway Authority and others using or working in the Right-of-Way under permit have the right to remove soil or groundwater from the Right-of-Way and dispose of the same in accordance with applicable environmental laws and regulations. The Highway Authority agrees to issue all permits for work in the Right-of-Way, and make all existing permits for work in the Right-of-Way, subject to the following or a substantially similar condition:

As a condition of this permit the permittee shall request the office issuing this permit to identify sites in the Right-of-Way where a Highway Authority Agreement governs access to soil that exceeds the Tier 1 residential remediation objectives of 35 Ill. Adm. Code 742. The permittee shall take all measures necessary to protect human health (including worker safety) and the environment during and after any access to such soil.

10. This agreement shall be referenced in the Agency's no further remediation determination issued for the Releases.
11. The Agency shall be notified of any transfer of jurisdiction over the Right-of-Way at least 30 days prior to the date the transfer takes effect. This agreement shall be null and void upon the transfer unless the transferee agrees to be bound by this agreement as if the transferee were an original party to this agreement. The



transferee's agreement to be bound by the terms of this agreement shall be memorialized at the time of transfer in a writing ("Rider") that references this Highway Authority Agreement and is signed by the Highway Authority, or subsequent transferor, and the transferee.

12. This agreement shall become effective on the date the Agency issues a no further remediation determination for the Releases. It shall remain effective until the Right-of-Way is demonstrated to be suitable for unrestricted use and the Agency issues a new no further remediation determination to reflect there is no longer a need for this agreement, or until the agreement is otherwise terminated or voided.
13. In addition to any other remedies that may be available, the Agency may bring suit to enforce the terms of this agreement or may, in its sole discretion, declare this agreement null and void if any of the Parties or any transferee violates any term of this agreement. The Parties or transferee shall be notified in writing of any such declaration.
14. This agreement shall be null and void if a court of competent jurisdiction strikes down any part or provision of the agreement.
15. This agreement supersedes any prior written or oral agreements or understandings between the Parties on the subject matter addressed herein. It may be altered, modified or amended only upon the written consent and agreement of the Parties.
16. Any notices or other correspondence regarding this agreement shall be sent to the Parties at the following addresses:

**Manager, Division of Remediation  
Management Bureau of Land**  
Illinois Environmental Protection Agency  
P.O. Box 19276  
Springfield, IL 62974-9276

**Owner/Operator**  
7-Eleven, Inc.  
Attn: Mr. Jose Rios  
P.O. Box 711 (Loc. 0148)  
Dallas, Texas 75221-0711

**Highway Authority**  
Village of Tinley Park Public Works  
16250 S. Oak Park Avenue  
Tinley Park, Illinois 60477

IN WITNESS WHEREOF, the Parties have caused this agreement to be signed by their duly authorized representatives.

7-Eleven, Inc.

ATTEST:

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

Printed Name: Jose Rios

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

Title: Manager, Environmental Services

Date: 10/2/2017

**RECOMMENDED FOR EXECUTION**

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

Mr. Kevin Workowski  
Public Works Director  
Village of Tinley Park Public Works

VILLAGE OF TINLEY PARK

ATTEST:

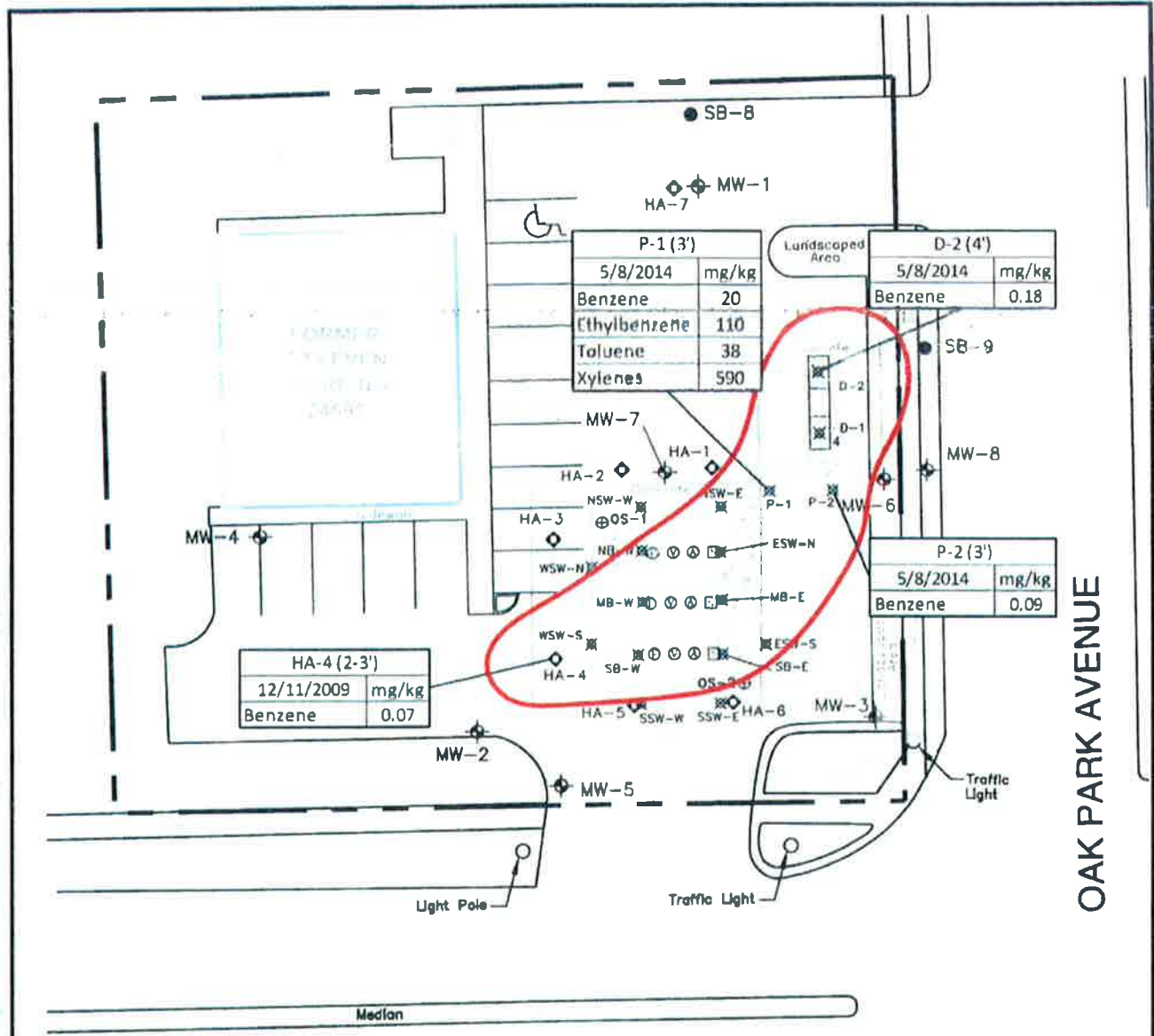
\_\_\_\_\_  
Village Clerk  
Village of Tinley Park

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

Mr. David J. Niemeyer  
Village Manager  
Village of Tinley Park

(Source: Added at 31 Ill. Reg. 4063, effective February 23, 2007)

**EXHIBIT A**



OAK PARK AVENUE

167th STREET

**LEGEND:**

- PROPERTY BOUNDARY
- OS-1 FORMER OBSERVATION SUMP
- FORMER PUMP DISPENSER
- FORMER FILL PORT
- FORMER VAPOR RECOVERY
- FORMER AUTOMATIC TANK GAUGE
- FORMER SUBMERSIBLE PUMP
- SAMPLE LOCATION
- HAND AUGER SAMPLE
- FORMER UNDERGROUND STORAGE TANK
- MONITORING WELL
- SOIL BORING LOCATION
- EXTENT OF SOIL IMPACT

**FORMER TANK INFO:**  
 TANK 1: 10,000-GALLON MUL SWT/FRP  
 TANK 2: 10,000-GALLON RUL SWT/FRP  
 TANK 3: 10,000-GALLON PUL SWT/FRP



Former 7-Eleven Store No. 24598  
 16658 South Oak Park Avenue, Tinley Park, IL  
 PROJECT NO. 60143892  
 DATE: 6/27/17    DRAWN: RNB

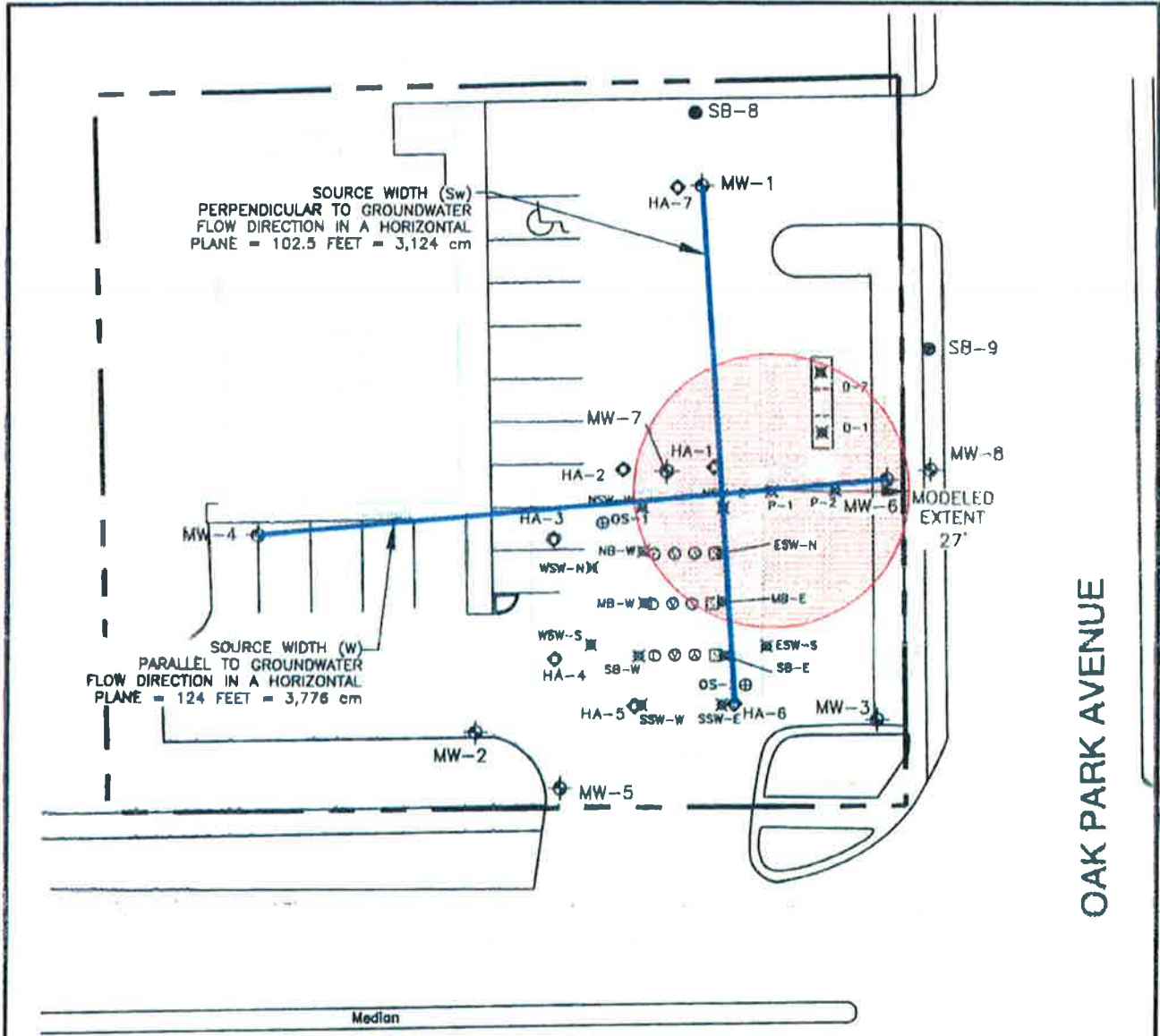
**BTEX/MTBE CONCENTRATIONS  
 IN SOIL ABOVE TIER I SOIL  
 REMEDIATION OBJECTIVES**  
 EXHIBIT A-1

P-1 (3')	
5/8/2014	mg/kg
Benzene	20
Ethylbenzene	110
Toluene	38
Xylenes	590

D-2 (4')	
5/8/2014	mg/kg
Benzene	0.18

HA-4 (2-3')	
12/11/2009	mg/kg
Benzene	0.07

P-2 (3')	
5/8/2014	mg/kg
Benzene	0.09



**LEGEND:**

- PROPERTY BOUNDARY
- ⊕ OS-1 FORMER OBSERVATION SUMP
- ⊕ FORMER PUMP DISPENSER
- ⊕ FORMER FILL PORT
- ⊕ FORMER VAPOR RECOVERY
- ⊕ FORMER AUTOMATIC TANK GAUGE
- ⊕ FORMER SUBMERSIBLE PUMP
- ⊕ SAMPLE LOCATION
- ⊕ HAND AUGER SAMPLE
- ⊕ SANITARY SEWER MANHOLE
- ⊕ STORM SEWER MANHOLE

- ⊕ FORMER UNDERGROUND STORAGE TANK
- ⊕ MONITORING WELL
- SOIL BORING LOCATION
- ⊕ MODELED EXTENT OF BENZENE IN SOIL
- Sw SOURCE WIDTH PERPENDICULAR TO GROUNDWATER FLOW
- W SOURCE WIDTH PARALLEL TO GROUNDWATER FLOW

**FORMER TANK INFO:**

TANK 1: 10,000 GALLON MUL SWT/FRP  
 TANK 2: 10,000 GALLON RUL SWT/FRP  
 TANK 3: 10,000 GALLON PUL SWT/FRP

**NOTE:**

MONITORING WELLS MW-3 AND MW-6 WERE BURIED UNDER NEW LANDSCAPING DURING PROPERTY REDEVELOPMENT.



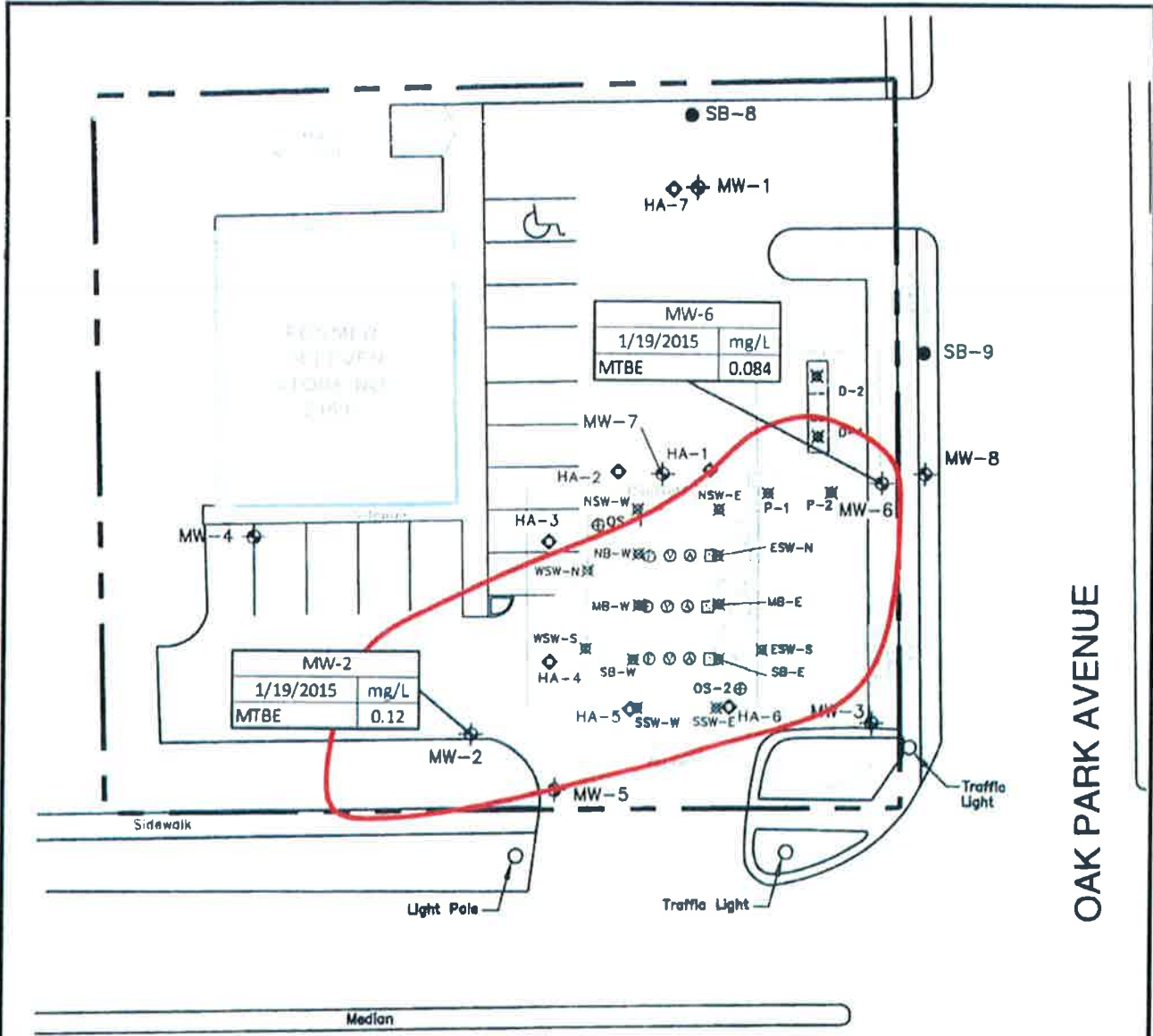
Former 7-Eleven Store No. 24598  
 18858 South Oak Park Avenue, Tinley Park, IL  
 PROJECT NO. 80143892

**MODELED EXTENT OF BENZENE IN SOIL**

DATE: 8/4/17

DRWN: RNB

EXHIBIT A-2



167th STREET

OAK PARK AVENUE

**LEGEND:**

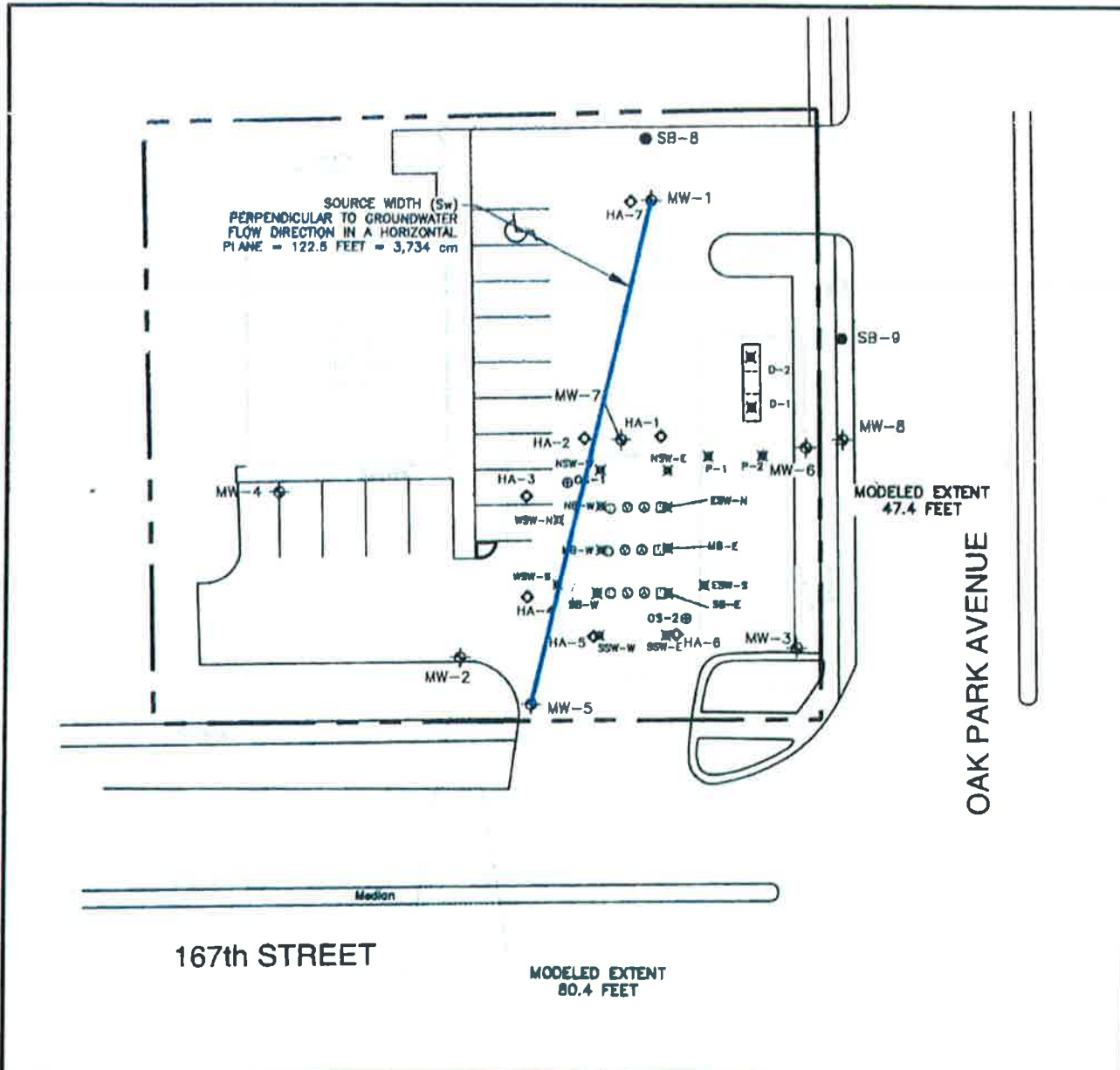
- PROPERTY BOUNDARY
- ⊙ OS-1 FORMER OBSERVATION SUMP
- ⊙ FORMER PUMP DISPENSER
- ⊙ FORMER FILL PORT
- ⊙ FORMER VAPOR RECOVERY
- ⊙ FORMER AUTOMATIC TANK GAUGE
- ⊙ FORMER SUBMERSIBLE PUMP
- ⊙ SAMPLE LOCATION
- ◇ HAND AUGER SAMPLE
- ⊙ FORMER UNDERGROUND STORAGE TANK
- ⊙ MONITORING WELL
- SOIL BORING LOCATION
- EXTENT OF GROUNDWATER IMPACT

**FORMER TANK INFO:**  
 TANK 1: 10,000-GALLON MUL SWT/FRP  
 TANK 2: 10,000-GALLON RUL SWT/FRP  
 TANK 3: 10,000-GALLON PUL SWT/FRP

**NOTE:**  
 CLASS 1 GROUNDWATER REMEDIATION OBJECTIVE FOR MTBE = 0.07MG/L



Former 7-Eleven Store No. 24598 16658 South Oak Park Avenue, Tinley Park, IL PROJECT NO. 60143892		BTEX/MTBE CONCENTRATIONS IN GROUNDWATER ABOVE CLASS I GROUNDWATER REMEDATION OBJECTIVES
DATE: 6/27/17	DRWN: RNB	
		EXHIBIT A-3



**LEGEND:**

- PROPERTY BOUNDARY
- ⊙ OS-1 FORMER OBSERVATION SUMP
- ⊕ FORMER PUMP DISPENSER
- Ⓟ FORMER VAPOR RECOVERY
- Ⓢ FORMER AUTOMATIC TANK GAUGE
- Ⓢ FORMER SUBMERSIBLE PUMP
- ⊗ SAMPLE LOCATION
- ⊕ HAND AUGER SAMPLE
- Ⓢ SANITARY SEWER MANHOLE
- Ⓢ STORM SEWER MANHOLE
- ⊕ FORMER UNDERGROUND STORAGE TANK
- ⊕ MONITORING WELL
- SOIL BORING LOCATION
- MODELED EXTENT
- Sw SOURCE WIDTH PERPENDICULAR TO GROUNDWATER FLOW

**FORMER TANK INFO:**

- TANK 1: 10,000 GALLON MUL SWT/FRP
- TANK 2: 10,000 GALLON RUL SWT/FRP
- TANK 3: 10,000 GALLON PUL SWT/FRP

**NOTE:**

MONITORING WELLS MW-3 AND MW-6 WERE BURIED UNDER NEW LANDSCAPING DURING PROPERTY REDEVELOPMENT.



Former 7-Eleven Store No. 24598  
18658 South Oak Park Avenue, Tinley Park, IL  
PROJECT NO. 80143892

**MODELED EXTENT OF MTBE  
IN GROUNDWATER**

DATE: 6/27/17    DRAWN: RNB

EXHIBIT A-4

**EXHIBIT B**



**EXHIBIT B**  
**TABLE 1**  
**Summary of Soil BTEX/MTBE Results**  
 Former 7-Eleven Store No. 24598  
 16658 South Oak Park Avenue  
 Tinley Park, Illinois

Sample ID	Date	Depth, feet bgs	PID (ppm to VOCs)	Benzene	Ethylbenzene	Toluene	Total Xylenes	MTBE
HA-1	12/11/2009	4-5'	7.4			<0.0049		<0.0049
HA-2	12/11/2009	4-5'	8			<0.0047		<0.0047
HA-3	12/11/2009	4-5'	13.1			<0.0048		<0.0048
HA-4	12/11/2009	2-3'	60.4	0.067		<0.0061		<0.0061
HA-5	12/11/2009	4-5'	953			1.2		<0.12
HA-5 Dup	12/11/2009	4-5'	953			1.1		<0.12
HA-6	12/11/2009	4-5'	234			0.041		<0.0051
MW-1	5/2/2012	2-4'	0			<0.0064		<0.0064
MW-2	5/2/2012	2-4'	0			<0.0047		<0.0047
MW-3	5/2/2012	2-4'	0			<0.0050		<0.0050
NSW-E (8)*	5/7/2014	8	257			<0.015		<0.12
NSW-W (8)*	5/7/2014	8	429	2.8		42		<0.15
NB-W (13)*	5/7/2014	13	8.7			<0.0043		0.003 J
WSW-N (8)*	5/7/2014	8	347			<0.014		<0.11
MB-W (13)*	5/7/2014	13	5.1			<0.015		<0.12
MB-E (13)*	5/7/2014	13	7.6			<0.013		0.76*
NB-E (14)*	5/7/2014	14	9.6			<0.020		<0.16
ESW-N (8)*	5/7/2014	8	370			<0.017		<0.13
WSW-S (8)*	5/8/2014	8	1,077			<0.015		<0.12
SSW-W (8)*	5/8/2014	8	9.2			<0.017		<0.14
SSW-E (8)*	5/8/2014	8	6.5			<0.013		<0.10
ESW-S (8)*	5/8/2014	8	1,219			<0.033		<0.27
SB-W (13)*	5/8/2014	13	215			<0.016		<0.13
SB-E (13)*	5/8/2014	13	8.2			<0.013		<0.11
P-1 (3)	5/8/2014	3	8.3	30	116	36		<0.43
P-2 (3)	5/8/2014	3	242	5/80		<0.019		<0.15
D-1 (4)	5/8/2014	4	7.1			<0.0062		0.059
D-2 (4)	5/8/2014	4	7.9	0.18		<0.017		<0.13
MW-5 (4'-5')	12/22/2014	4-5'	0.0			<0.0049		<0.0049

**EXHIBIT B**  
**TABLE 1**  
**Summary of Soil BTEX/MTBE Results**  
 Former 7-Eleven Store No. 24598  
 16658 South Oak Park Avenue  
 Tinley Park, Illinois

Sample ID	Date	Depth, feet bgs	PID (ppm tl VOCs)	Benzene	Ethylbenzene	Toluene	Total Xylenes	MTBE
SB-8 (1'-2')	12/22/2014	1'-2'	1.7					
MW-7 (4'-5')	12/22/2014	4'-5'	29.3					
MW-4 (1'-2')	12/22/2014	1'-2'	8.7					
MW-6 (3'-4')	12/22/2014	3'-4'	16.1					
SB-9 (4')	5/19/2016	4	10.1					
MW-8 (3')	5/19/2016	3	5.2					
<b>Tier 1 Soil Remediation Objective for the Soil Component of Groundwater Ingestion Exposure Route for Class I Groundwater</b>								
				0.03	13	12	150	0.32
<b>Tier 1 Residential Soil Remediation Objective for the Soil Inhalation Exposure Route</b>								
				0.8	400 <sup>1</sup>	650 <sup>1</sup>	320 <sup>1</sup>	8800 <sup>1</sup>
<b>Tier 1 Residential Soil Remediation Objective for the Soil Ingestion Exposure Route</b>								
				12	7,800	16,000	16,000	760
<b>Tier 1 Construction Worker Soil Remediation Objective For the Soil Inhalation Exposure Route</b>								
				2.2	50	42	5.6	140
<b>Tier 1 Construction Worker Soil Remediation Objective For the Soil Ingestion Exposure Route</b>								
				2,300	20,000	410,000	41,000	2,000

**Notes:**

All soil concentrations are reported in milligrams per kilogram (mg/kg)

<sup>1</sup> - The Soil Saturation Limit (C<sub>sat</sub>) is lower than than the Tier 1 Soil Inhalation Exposure Route Remediation Objective. The C<sub>sat</sub> Limits for ethylbenzene, toluene, total xylenes, and MTBE are 350 mg/kg, 580 mg/kg, 280 mg/kg, and B,400 mg/kg, respectively. (742 Appendix A Table A)

\* = Sample collected below the observed groundwater table

**Bold** values indicate that sample result exceeds the applicable Tier 1 Remediation Objective

Tier 1 Residential Soil Remediation Objectives are from 35 IAC 742 Appendix B, Table A

Tier 1 Construction Worker Soil Remediation Objectives are from 35 IAC 742 Appendix B, Table B

bgs = below ground surface

MTBE = methyl tertiary butyl ether

PID = photoionization detector

ppm tl VOCs = parts per million total volatile organic compounds



AECOM  
4320 Winfield Road, Suite 300  
Warrenville, IL 60555

830.829.3000 tel  
830.829.9031 fax

October 16, 2017

Mr. David Niemeyer  
Village Manager  
Village of Tinley Park  
16250 South Oak Park Avenue  
Tinley Park, Illinois 60477

AECOM Project #: 60143892

*Has been reviewed/OK'd*

**Subject: Highway Authority Agreement  
Former 7-Eleven Store #24698  
16658 South Oak Park Avenue  
Tinley Park, Illinois 60477**

Dear Mr. Niemeyer:

AECOM Technical Services, Inc., (AECOM), on behalf of 7-Eleven Inc. (7-Eleven), is submitting the enclosed Highway Authority Agreement (HAA). Pursuant to 35 Illinois Administrative Code Section 742.1020, please find enclosed a request for a HAA between 7-Eleven and the Village of Tinley Park, Illinois.

Soil and groundwater sampling activities at the above referenced 7-Eleven site indicate concentrations of contaminants of concern above Tier 1 remediation objectives at the property boundary that may extend into the right of way of South Oak Park Avenue, which is currently under the Village of Tinley Park jurisdiction. To utilize the roadway as an institutional control, AECOM, on behalf of 7-Eleven, is requesting the Village of Tinley Park's approval of the enclosed HAA.

If you have any questions regarding this information, please contact Randy MacKay at (630) 829-3436.

Yours sincerely,

Randal J. MacKay, P.G.  
Project Manager  
randy.mackay@aecom.com

Judith M. Jackson, P.G.  
Program Manager  
judy.jackson@aecom.com

Exhibits:

- Exhibit A – Figures
- Exhibit B – Tables
- Exhibit C – Highway Authority Agreement Area

cc: 7-Eleven Project File



# Interoffice Memo

---

**Date:** February 8, 2018

**To:** Brian Younker, Chair Public Works Committee

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

**cc:** Village Board  
Pat Carr, Assistant Village Manager  
Kevin Workowski, Director Public Works  
Patrick Connelly, Village Attorney

**Subject:** 80<sup>th</sup> Avenue Improvements

In October, the Public Works Committee discussed potential roadway enhancement opportunities for the 80<sup>th</sup> Ave Reconstruction and Bridge Project. I have attached the materials that were distributed at that time.

We now need to make final decisions on which of the three improvement levels we are going to ask the County to do as they are beginning to develop the plans. The improvements will all be at our cost, though funds will not be needed until 2020.

We are also working on getting options and costs for decorative branding signage for the bridge over I-80.

To: Kevin Workowski, Director of Public Works Date: September 6, 2017  
From: Christopher J. King, PE

**Project/Subject:** 80<sup>th</sup> Avenue Project Coordination with Will County Project No: 12-238

The Will County improvement to 80<sup>th</sup> Avenue will be discussed at the PW Committee meeting on October 10, 2017. I have put together a brief summary on the history of the project for that discussion, knowing that the Board is all new to this issue.

**Background.** The section of 80<sup>th</sup> Avenue between 191<sup>st</sup> Street and 183<sup>rd</sup> Street is under the jurisdiction of the Will County Highway Department (WCHD). The Cook County Department of Transportation and Highways has jurisdiction to the north of 183<sup>rd</sup> Street and Tinley Park has jurisdiction of 80<sup>th</sup> Avenue to the south of 191<sup>st</sup> Street. The community jurisdiction along the roadway are Tinley Park on the entire eastern frontage, Tinley Park on the western frontage north of I-80 and Mokena on the western frontage south of I-80. The bridge section over Interstate 80 is under a somewhat joint (and unclear) jurisdictional control, with IDOT being the owner of the bridge and the WCHD having jurisdiction of the wearing surface. I have been informed by the WCHD that IDOT has now asserted that the wearing surface means the bridge deck, i.e. the concrete slab down to the steel members.

The WCHD began a Phase 1 study of the roadway improvement in 2012. The Study considered the volume of traffic and environmental impacts of the improvements. A 4-lane cross section with protected left turn lanes was proposed along with new bridges over Interstate 80, the Union Drainage Ditch and the Northern Tributary to the Union Drainage Ditch. Meetings were held by the County with the two communities in 2012 through 2014. The meeting centered around discussion of the communities needs that should be considered as part of the roadway improvements. 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).

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.

The project is currently under review by the Bureau of Bridges at IDOT and under review for wetlands and environmental clearances. 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.

Attached to this memo are the following:

- a. WCHD power point on roadway enhancements.
- b. Copy of cost memo from HDR
- c. Copy of the review memo sent to Will County in 2016 on the Project Development Report.

To: Kevin Workowski, Director of Public Works Date: September 6, 2017  
From: Christopher J. King, PE

Project/Subject: 80<sup>th</sup> Avenue Project Coordination with Will County Project No: 12-238

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# Roadway Enhancement Opportunities

80<sup>th</sup> Avenue Reconstruction  
Tinley Park, Illinois



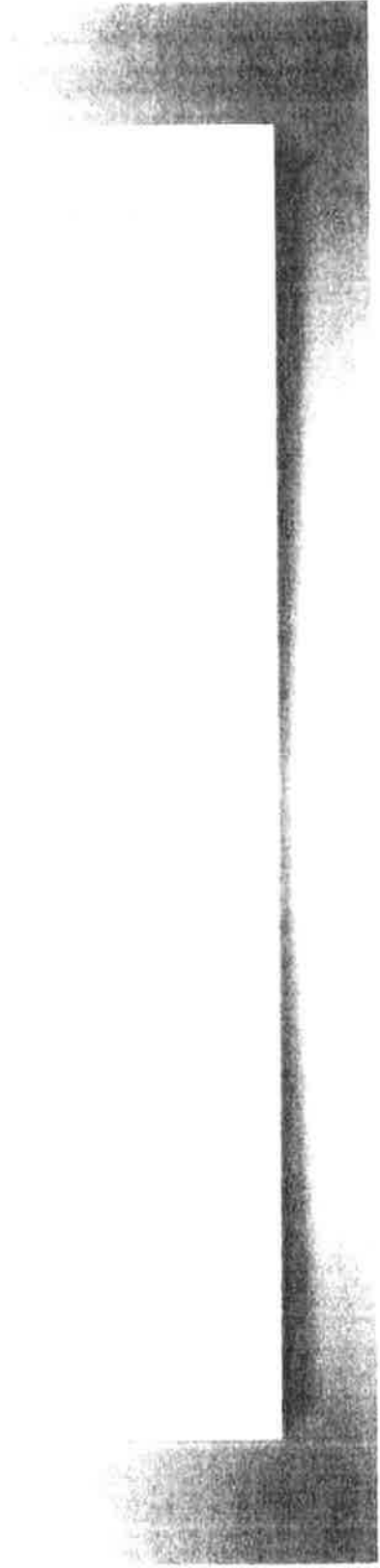


# Improvement Levels

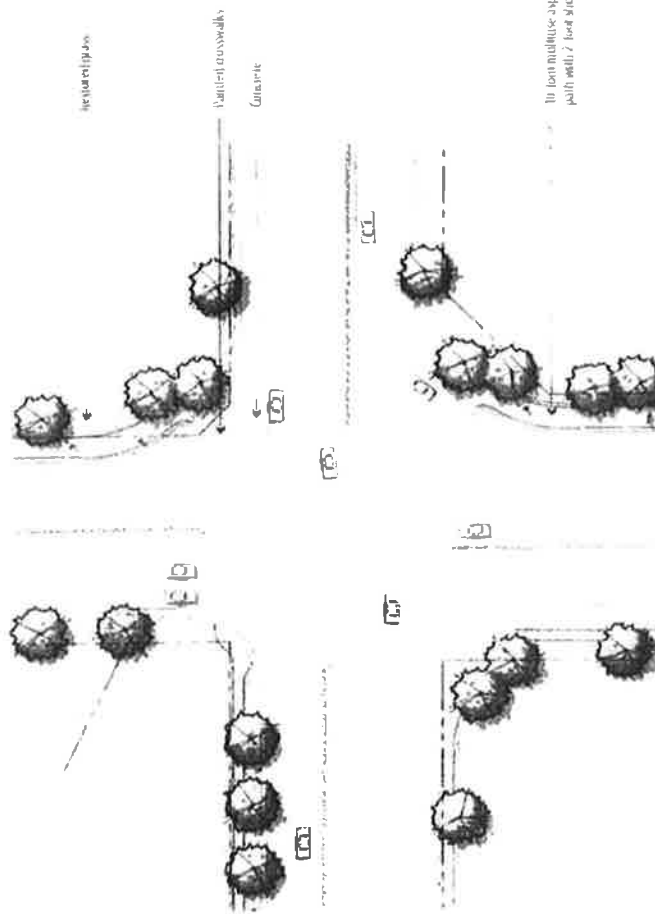
- o Level 1
  - o Basic improvements to improve quality of design the basic elements
  - o Provided as part of typical reconstruction design
  - o Example: painted fences in lieu of galvanized fence
- o Level 2
  - o Same as Level 1 except begins to add secondary elements:
    - o Pedestrian improvements
    - o Enhanced materials
    - o Other aesthetic improvements
  - o Example: columns at an intersection highlighting Village's name and creates recognition of the area
- o Level 3
  - o Significant pedestrian level improvements
  - o Enhanced landscaping
  - o More comprehensive package of visual and physical improvements

# Intersections – Level 1

- o Solid color traffic signals
- o Wider striping in the crosswalks above the typical two lines



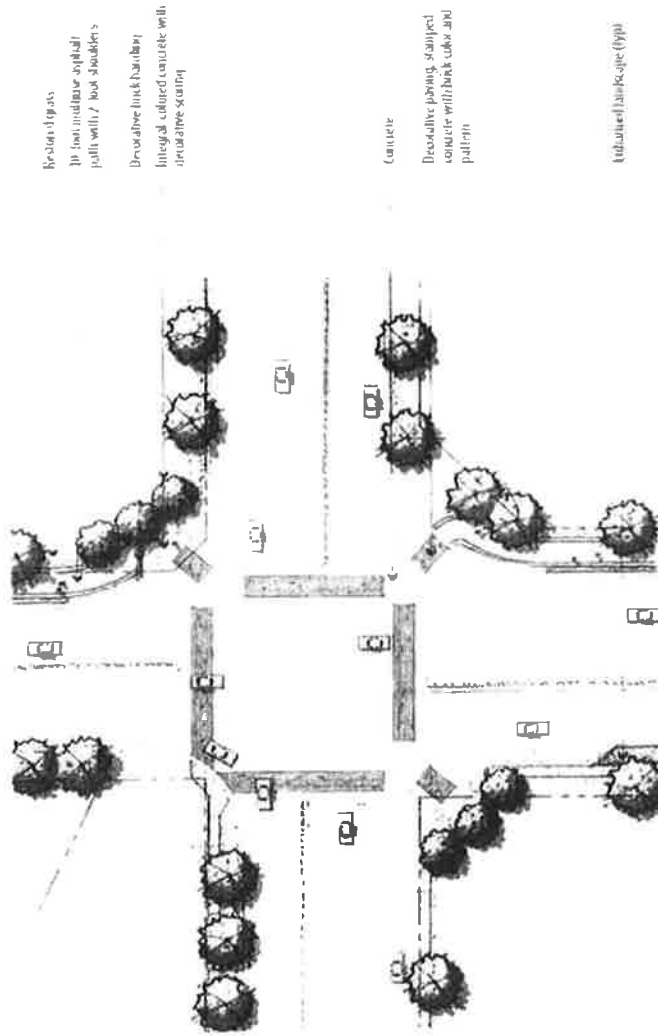
# Intersections – Level 1



## Intersections – Level 2

- o Solid color traffic signals
- o Wider striping in the crosswalks above the typical two lines
- o Stamped concrete crosswalks
- o Landscape enhancements on corners
- o Larger pedestrian area on two corners
  - Not implementable at 183<sup>rd</sup> Street due to right of way impacts to adjacent properties

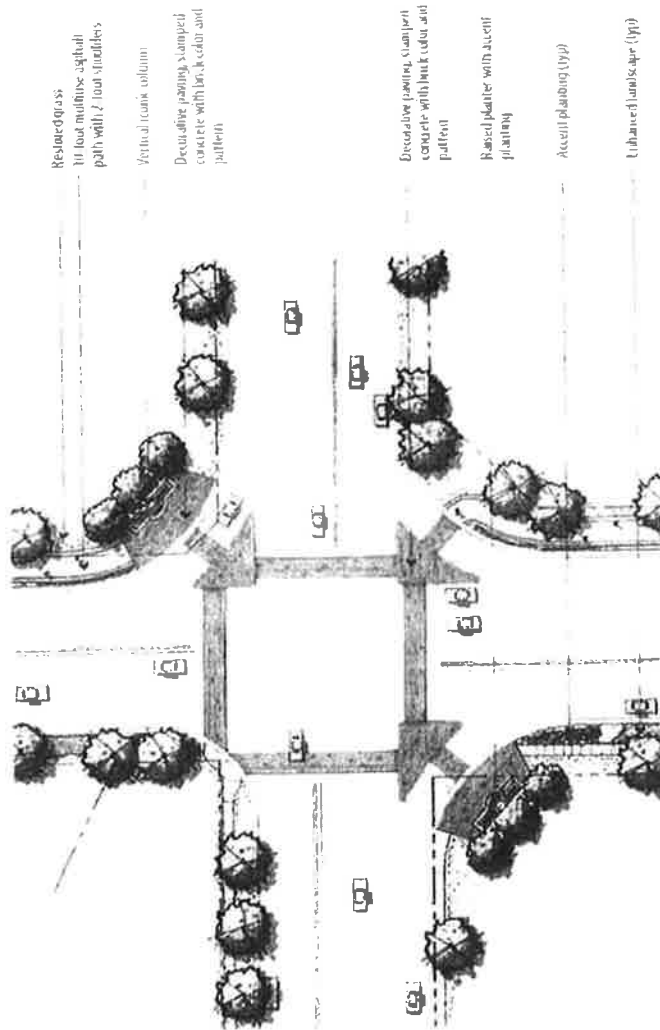
# Intersection Level 2



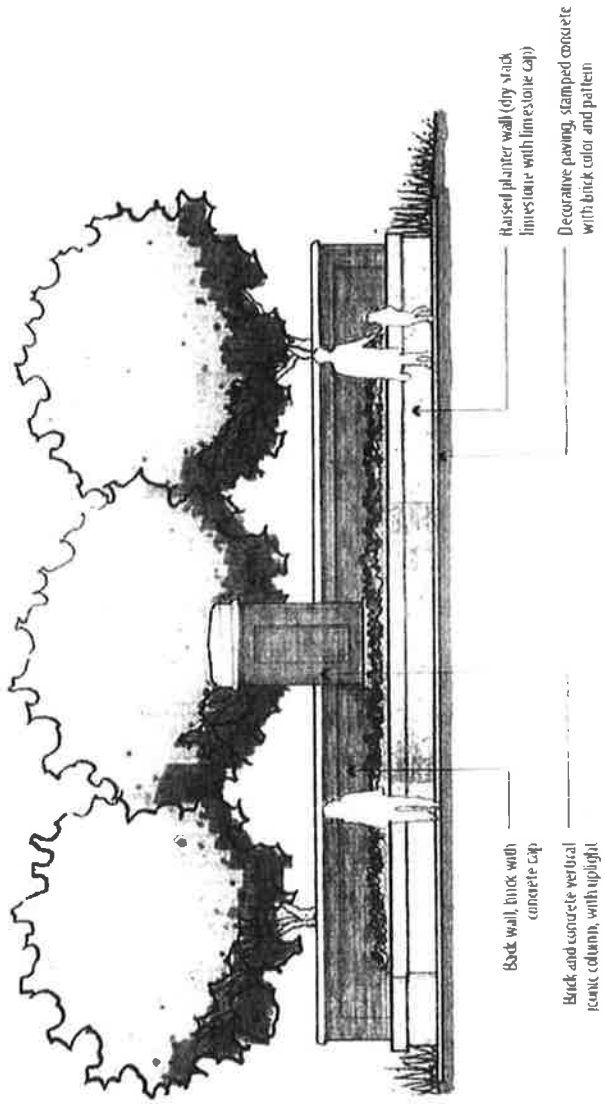
# Intersections – Level 3

- o Solid color traffic signals
- o Wider striping in the crosswalks above the typical two lines
- o Stamped concrete crosswalks
- o Stamped concrete turning islands
- o Landscape enhancements on corners
- o Larger pedestrian area on two corners
  - Not implementable at 183<sup>rd</sup> Street due to right of way impacts to adjacent properties
- o Identity markers on two corners (could be used for both communities)

# Intersections - Level 3



# Intersections - Level 3





# 183<sup>rd</sup> Street Intersection\*

<b>Level 1</b>	<b>Level 2</b>	<b>Level 3</b>
<b>\$22,000</b>	<b>\$92,925</b>	<b>\$190,150</b>

- |                      |                              |                                    |
|----------------------|------------------------------|------------------------------------|
| 0 Painted crosswalks | 0 Stamped brick crosswalks   | 0 Stamped brick crosswalks         |
| 0 Traffic signals    | 0 Traffic signals            | 0 Traffic signals                  |
| 0 Sod                | 0 Sod                        | 0 Sod                              |
|                      | 0 Precast concrete sidewalk  | 0 Brick paver sidewalks            |
|                      | 0 Decorative brick banding   | 0 Concrete block and planter walls |
|                      | 0 Enhanced (low maintenance) | 0 Concrete columns                 |
|                      | 0 Accent Trees               | 0 Identity marker/signs            |
|                      |                              | 0 Brick corner islands             |
|                      |                              | 0 Enhanced (low maintenance)       |
|                      |                              | 0 Accent (ornamental)              |
|                      |                              | 0 Accent Trees                     |

\*2 corners with built elements

# 185<sup>th</sup> Street Intersection\*

<b>Level 1</b>	<b>Level 2</b>	<b>Level 3</b>
<b>\$15,450</b>	<b>\$47,925</b>	<b>\$130,150</b>

- |  |   |   |
|--|---|---|
| <ul style="list-style-type: none"> <li>0 Painted crosswalks</li> <li>0 Traffic signals</li> <li>0 Sod</li> </ul> | <ul style="list-style-type: none"> <li>0 Stamped brick crosswalks</li> <li>0 Traffic signals</li> <li>0 Sod</li> <li>0 Precast concrete sidewalk</li> <li>0 Decorative brick banding</li> <li>0 Enhanced (low maintenance)</li> <li>0 Accent Trees</li> </ul> | <ul style="list-style-type: none"> <li>0 Stamped brick crosswalks</li> <li>0 Traffic signals</li> <li>0 Sod</li> <li>0 Brick paver sidewalks</li> <li>0 Concrete block and planter walls</li> <li>0 Concrete columns</li> <li>0 Identity marker/signs</li> <li>0 Brick corner islands</li> <li>0 Enhanced (low maintenance)</li> <li>0 Accent (ornamental)</li> <li>0 Accent Trees</li> </ul> |
|--|---|---|

\*2 corners with built elements

# 191<sup>st</sup> Street Intersection\*

	Level 1	Level 2	Level 3
	\$14,500	\$124,800	\$243,900
o Painted crosswalks		o Stamped brick crosswalks	o Stamped brick crosswalks
o Traffic signals		o Traffic signals	o Traffic signals
o Sod		o Sod	o Sod
		o Precast concrete sidewalk	o Brick paver sidewalks
		o Decorative brick banding	o Concrete block and planter walls
		o Enhanced (low maintenance)	o Concrete columns
		o Accent Trees	o Identity marker/signs
			o Brick corner islands
			o Enhanced (low maintenance)
			o Accent (ornamental)
			o Accent Trees

\*4 corners with built elements

# Bridge - 3 Levels

## Bridge Elevations



level one



level two

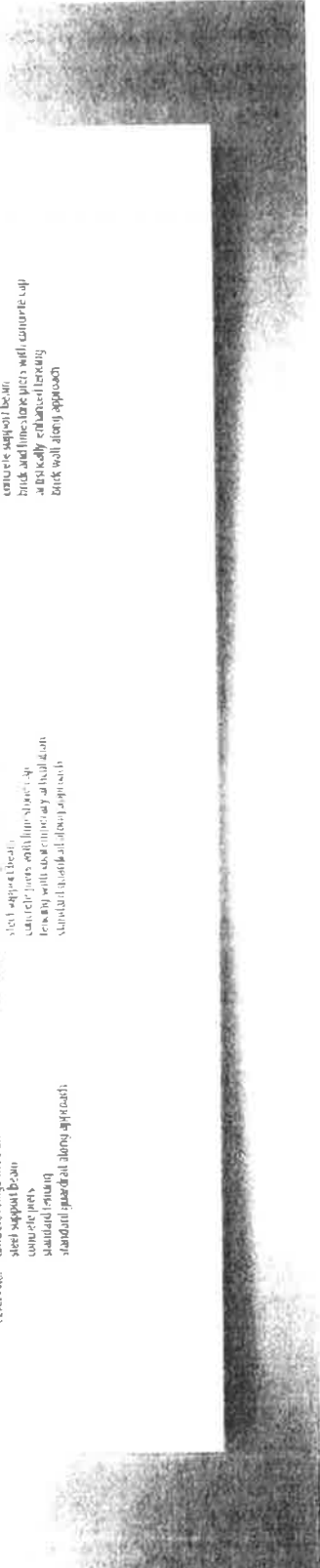


level three

level one: concrete bridge structure  
 steel support beam  
 concrete piers  
 standard I-beam along approach

level two: concrete for main span and approach  
 steel support beam  
 concrete piers with I-beam steel cap  
 I-beam with concrete deck along approach

level three: brick bridge structure with concrete support beam  
 concrete support beam  
 brick and limestone piers with concrete cap  
 I-beam with concrete deck along approach  
 brick wall along approach



# Bridge - 3 Levels

## Bridge Elevations



Level One



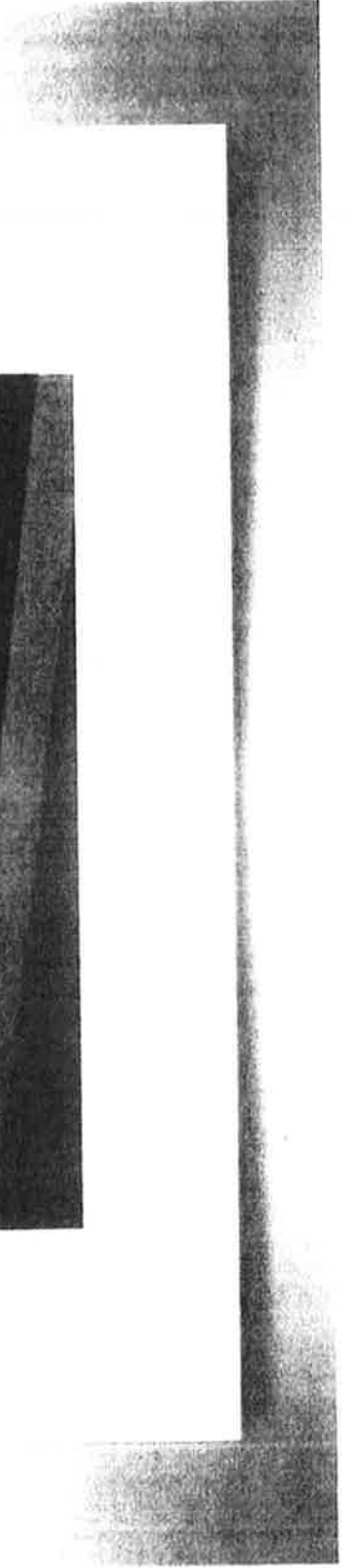
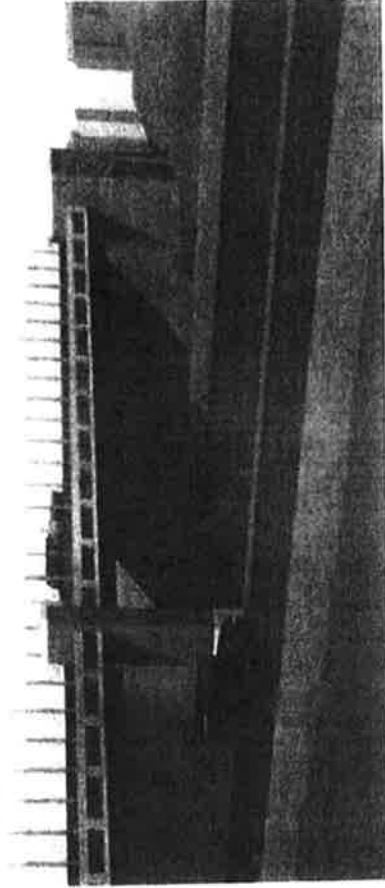
Level Two



Level Three

Level One:	concrete bridge structure steel support beam concrete piers standard lexing standard guardrail along approach	\$27,500
Level Two:	concrete bridge structure with lane, concrete, upon fence wall steel support beam concrete piers with line, stone, on fence with contemporary or solutions standard guardrail along approach	\$96,000
Level Three:	brick bridge structure with concrete cap on fence wall concrete support beam concrete and line, stone piers with concrete cap anesthetically reinforced fencing brick wall along approach	\$402,000

# Original Level 2



# Original - Retaining Walls

## Interstate Bridge Retaining Wall

<i>Level 1</i>	
Retaining Wall 1 - (North of I-80)	\$850,000
Retaining Wall 2 - (South of I-80)	\$250,000
<i>Total</i>	\$1,100,000
<i>Level 2 &amp; 3</i>	
Retaining Wall 1 - (North of I-80)	\$1,000,000
Retaining Wall 2 - (South of I-80)	\$290,000
<i>Total</i>	\$1,290,000

To: Village of Tinley Park	Project: 80 <sup>th</sup> Avenue Corridor
From: HDR	
CC: Project File	
Date: 5-28-2014	Job No: 161935

**RE: 80<sup>th</sup> Avenue Project Cost Estimate – Municipality Costs**

This memo provides an estimated cost to the Village of Tinley Park for the proposed 80<sup>th</sup> Avenue project. Two scenarios are provided. The first estimate is the basic design that meets the minimum Federal requirements for operations, capacity, and safety. The second estimate is for inclusion of local agency specialty items and private development.

**Estimate 1 – Standard Design**

A cost estimate was conducted to determine an estimated cost to the Village of Tinley Park for responsible design elements of the 80<sup>th</sup> Avenue corridor. These items include grassed median, sidewalks, bikepath, emergency vehicle pre-emption, and traffic signals. The cost of the traffic signals was determined based on ownership over the roadways comprising each intersection. A summary is provided below.

ITEM DESCRIPTION	QUANTITY	ESTIMATED COST TO VILLAGE
Grass Median	13,200 SF	\$52,800
Sidewalk (rem/replace/new)	14,462 SF	\$130,000
Bikepath (HMA)	8,000 LF	\$781,000
Emergency Vehicle Preemption	3 signals	\$20,000
183 <sup>rd</sup> Street Traffic Signal	25% of Traffic Signal cost	S/B Cook Co \$62,500
185 <sup>th</sup> Street Traffic Signal	50% of Traffic Signal Cost	E-W LEGS \$125,000
191 <sup>st</sup> Street Traffic Signal	25% of Traffic Signal Cost	SOUTH LEG \$62,500
Construction Total		1,233,800 - <del>\$2,552,800</del>
Contingency (20%)		123,380 - <del>\$510,560</del>
<b>TOTAL</b>		<b>1,357,180 - <del>\$3,063,360</del></b>

**Estimate 2 - Additional Items Requested by the Village of Tinley Park**

At the request of the Village the project team analyzed what the additional cost to the Village would be if a 15 foot instead of a 5 foot parkway be provided between the back of curb and the bikepath. Additionally, the Village requested three additional full access points for future development.



<b>ITEM REQUESTED</b>	<b>QUANTITY</b>	<b>COST TO VILLAGE</b>
Street Lighting- Ornamental	70 each	\$49,000
15 foot parkway between back of curb and bikepath	10,604 CY Fill	\$212,100
Requested full access point on 191 <sup>st</sup> Street at Sta. 3006+00	Left Turn Lane	\$170,500
Requested full access point on 80 <sup>th</sup> Avenue at Sta. 84+92	Left Turn Lane	\$170,500
Requested full access point on 80 <sup>th</sup> Avenue to Panduit Drive at Sta. 91+67	Left Turn Lane	\$170,500
<b>Total for Additional Items</b>		<b>\$772,600</b>
Contingency (20%)		\$154,520
Phase I Engineering (6%)		\$46,346
<b>TOTAL</b>		<b>\$973,466</b>



Christopher J. King, P.E.  
Direct Line (708) 210-5680  
Email [ckj@rcsl.com](mailto:ckj@rcsl.com)

July 29, 2016

Project 12-238

Christina Kupkowski  
Will County Department of Highways  
16841 West Laraway Road  
Joliet, IL 60433

RE: 80<sup>th</sup> Avenue - Phase I  
191<sup>st</sup> Street to 183<sup>rd</sup> Street, Tinley Park

Dear Ms. Kupkowski:

Thank you for submitting the draft **Project Development Report (PDR)** for the improvement of 80<sup>th</sup> Avenue from 191<sup>st</sup> Street to 183<sup>rd</sup> Street. This project is sorely needed for the region.

Previously we expressed our concern on the background traffic growth provided by CMAP for 2040. I still have great concerns that the volumes are overestimated resulting in geometry that may not be truly necessary. Tinley Park is becoming a mature community with less future development potential. We have the State Mental Health Center and the land south of Interstate 80 along 191<sup>st</sup> Street as the remaining appreciable tracts of open lands. What feedback was received from CMAP in regards to our earlier request for review?

Additional comments from the Village:

1. A future roadway will be located south of the Union Drainage Ditch at approximate station 86+00. We ask that the geometry be reviewed to determine the impact of a full access at this point. This would be the only planned full access to the 35-acre parcel located at the NE corner of 191<sup>st</sup> and 80<sup>th</sup> Avenue.
2. The village requests that the Panduit driveway across from 189<sup>th</sup> Street be full access. The village restricted it to a right-in/right-out as part of the development solely because 80<sup>th</sup> Avenue was two lanes. We expected that it would become full access once 80<sup>th</sup> Avenue was improved.
3. Public Works finds that the addition of the access road along 183<sup>rd</sup> Street will meet their needs. Please perform an auto-turn review for the design vehicle (WB-55) that will make deliveries to the PW Garage. The frontage access road shall be 30 feet wide.
4. Public Works asked for consideration of an access road extension to the north along 80<sup>th</sup> Avenue similar to the one along 183<sup>rd</sup> Street. Is this possible?
5. There is an existing platted roadway currently not connected to 191<sup>st</sup> Street (Greenway Boulevard) at station 3007+00 that will require a median break. This connection was not made due to the recession. This development is currently in the Planning Department for review. The existing roadway is shown on the topography as terminated at the ROW line. The geometry of this intersection needs to be accommodated.
6. Please review the left turn storage queue on eastbound 185<sup>th</sup> Street. Since all the traffic is routed to this new signal and there are numerous trucks in the business park, the storage length seems undersized. The pavement width (36 feet) will accommodate striping a longer turn lane if needed.
7. The village is concerned about the overburden and depth of cover that would result with the 24-inch water main. This is a critical line that provides service to Mokena and New Lenox. If the depth of

cover is greater than 10 feet the line will require relocation or adjustment. What can be done to mitigate this requirement? Are preliminary bridge transitions available so that we can program any future capital impairment or relocation?

8. The village understands that the bridge aesthetic treatments are not part of the PDR and will be pursued as part of the Phase 2 PS&E.

Call with any questions.

Very truly yours,

**ROBINSON ENGINEERING, LTD.**

Christopher J. King, PE

Village Engineer

Cjk/pc

R:\2010-2014\2012\12-228 TPI\Correspondence\PDR review comments 072916.doc

xc: Jennifer Mitchell, HDR, Inc.  
8550 W. Bryn Mawr Avenue, Suite 900  
Chicago, IL 60631-3223  
Kevin Workowski, TP



## MEMO

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To: Laura Godette  
From: James Hus Jr./Jennifer Prinz

Date: February 6, 2018

Project/Subject: Oak Park Avenue – 167<sup>th</sup> Street to 159<sup>th</sup> Street

Project No: 14-653.02

The following agreements need to be executed by the Village Officials at the February 20<sup>th</sup> 2018 Board Meeting:

1. Local Agency Agreement for Federal Participation – **5 copies**
  - For signature and date of the Mayor - Page 5 (red tabs)
2. Construction Engineering Services Agreement – **5 copies**
  - For signature of the Mayor (red tabs)
  - For signature of the Village Clerk **with a seal** (blue tabs)
  - For Mayor's initials on Standard Terms and Conditions – (red tabs)

The attached Resolution also needs to be added to the February 20<sup>th</sup> 2018 Board Meeting Agenda for approval.

Please give the executed agreements to Jennifer and contact James Hus at (708) 210-5685 if you should have any questions.

Local Public Agency VILLAGE OF TINLEY PARK	<b>L O C A L  A G E N C Y</b>	 <b>Illinois Department of Transportation</b>  <b>Construction Engineering Services Agreement For Federal Participation</b>	<b>C O N S U L T A N T</b>	Consultant Robinson Engineering, Ltd.
County COOK				Address 17000 South Park Avenue
Section 14-00117-00-FP				City South Holland
Project No. 9URM(722)				State IL
Job No. C-91-159-15				Zip Code 60473
Contact Name/Phone/E-mail Address Kevin Workowski, kworkowski@tinleypark.org (708) 444-5500	Contact Name/Phone/E-mail Address James Hus Jr., PE, PTOE jhus@reltd.com (708) 210-5685			

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018 between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT described herein. 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.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

<b>Regional Engineer</b>	Deputy Director Division of Highways, Regional Engineer, Department of Transportation
<b>Resident Construction Supervisor</b>	Authorized representative of the LPA in immediate charge of the engineering details of the PROJECT
<b>In Responsible Charge</b>	A full time LPA employee authorized to administer inherently governmental PROJECT activities
<b>Contractor</b>	Company or Companies to which the construction contract was awarded

#### Project Description

Name	Oak Park Avenue	Route	FAU 2774	Length	1.0 Mi	Structure No.	N/A
Termini	159 <sup>th</sup> Street to 167 <sup>th</sup> Street						

Description: Reconstruction of Oak Park Avenue including pavement removal, aggregate subgrade improvement, HMA binder and surface courses, HMA surface removal and resurfacing, HMA multi-use path construction, curb and gutter removal and replacement, etc. and Construction Engineering

#### Agreement Provisions

#### I. THE ENGINEER AGREES,

- To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT hereinbefore described and checked below:
  - Proportion concrete according to applicable STATE Bureau of Materials and Physical Research (BMPR) Quality Control/Quality Assurance (QC/QA) training documents or contract requirements and obtain samples and perform testing as noted below.
  - Proportion hot mix asphalt according to applicable STATE BMPR QC/QA training documents and obtain samples and perform testing as noted below.
  - For soils, to obtain samples and perform testing as noted below.
  - For aggregates, to obtain samples and perform testing as noted below.

NOTE: For 1a. through 1d. the ENGINEER is to obtain samples for testing according to the STATE BMPR "Project Procedures Guide", or as indicated in the specifications, or as attached herein by the LPA; test according to the STATE BMPR "Manual of Test Procedures for Materials", submit STATE BMPR inspection reports; and verify compliance with contract specifications.

- e. Inspection of all materials when inspection is not provided at the sources by the STATE BMPR, and submit inspection reports to the LPA and the STATE in accordance with the STATE BMPR "Project Procedures Guide" and the policies of the STATE.
  - f. For Quality Assurance services, provide personnel who have completed the appropriate STATE BMPR QC/QA trained technician classes.
  - g. Inspect, document and inform the LPA employee In Responsible Charge of the adequacy of the establishment and maintenance of the traffic control.
  - h. Geometric control including all construction staking and construction layouts.
  - i. Quality control of the construction work in progress and the enforcement of the contract provisions in accordance with the STATE Construction Manual.
  - j. Measurement and computation of pay items.
  - k. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
  - l. Preparation and submission to the LPA by the required form and number of copies, all partial and final payment estimates, change orders, records, documentation and reports required by the LPA and the STATE.
  - m. Revision of contract drawings to reflect as built conditions.
  - n. Act as resident construction supervisor and coordinate with the LPA employee In Responsible Charge.
2. Engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with the AGREEMENT.
  3. To furnish the services as required herein within twenty-four hours of notification by the LPA employee In Responsible Charge.
  4. To attend meetings and visit the site of the work at any reasonable time when requested to do so by representatives of the LPA or STATE.
  5. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without the 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.
  6. The ENGINEER shall submit invoices, based on the ENGINEER's progress reports, to the LPA employee In Responsible Charge, no more than once a month for partial payment on account for the ENGINEER's work completed to date. Such invoices shall represent the value, to the LPA of the partially completed work, based on the sum of the actual costs incurred, plus a percentage (equal to the percentage of the construction engineering completed) of the fixed fee for the fully completed work.
  7. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable to improvement of the SECTION; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
  8. That the ENGINEER shall be responsible for the accuracy of the ENGINEER's work and correction of any errors, omissions or ambiguities due to the ENGINEER'S negligence which may occur either during prosecution or after acceptance by the LPA. Should any damage to persons or property result from the ENGINEER's error, omission or negligent act, the ENGINEER shall indemnify the LPA, the STATE and their employees from all accrued claims or liability and assume all restitution and repair costs arising from such negligence. The ENGINEER shall give immediate attention to any remedial changes so there will be minimal delay to the contractor and prepare such data as necessary to effectuate corrections, in consultation with and without further compensation from the LPA.
  9. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LPA.
  10. 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) of this certification; 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.
11. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
  12. 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.
  13. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the work called for in the AGREEMENT.
  14. To be prequalified with the STATE in Construction Inspection when the ENGINEER or the ENGINEER's assigned staff is named as resident construction supervisor. The onsite resident construction supervisor shall have a valid Documentation of Contract Quantities certification.
  15. Will provide, as required, project inspectors that have a valid Documentation of Contract Quantities certification.

**II. THE LPA AGREES,**

1. To furnish a full time LPA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
2. To furnish the necessary plans and specifications.
3. To notify the ENGINEER at least 24 hours in advance of the need for personnel or services.
4. 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 Formulas

- $FF = 14.5\%[DL + R(DL) + OH(DL) + IHDC]$ , or
- $FF = 14.5\%[(2.3 + R)DL + IHDC]$

Where: DL = Direct Labor  
 IHDC = In House Direct Costs  
 OH = Consultant Firm's Actual Overhead Factor  
 R = Complexity Factor  
 FF=Fixed Fee  
 SBO = Services by Others

Total Compensation = DL +IHDC+OH+FF+SBO

Specific Rate  (Pay per element)

Lump Sum  \_\_\_\_\_

5. 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 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.
6. The recipient shall not discriminate on the basis 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.).
7. To submit approved form BC 775 (Exhibit C) and BC 776 (Exhibit D) with this AGREEMENT.
8. 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 Mutually Agreed,

1. That the ENGINEER and the ENGINEER's subcontractors will maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and to make such materials available at their respective offices at all reasonable times during the AGREEMENT period and for three years from the date of final payment under this AGREEMENT, for inspection by the STATE, Federal Highway Administration or any authorized representatives of the federal government and copies thereof shall be furnished if requested.
2. That all services are to be furnished as required by construction progress and as determined by the LPA employee In Responsible Charge. The ENGINEER shall complete all services specified herein within a time considered reasonable to the LPA, after the CONTRACTOR has completed the construction contract.
3. That all field notes, test records and reports shall be turned over to and become the property of the LPA and that 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 this AGREEMENT may be terminated by the LPA upon written notice to the ENGINEER, at the ENGINEER's last known address, with the understanding that should the AGREEMENT be terminated by the LPA, the ENGINEER shall be paid for any services completed and any services partially completed. The percentage of the total services which have been rendered by the ENGINEER shall be mutually agreed by the parties hereto. The fixed fee stipulated in numbered paragraph 4d of Section II shall be multiplied by this percentage and added to the ENGINEER's actual costs to obtain the earned value of work performed. All field notes, test records and reports completed or partially completed at the time of termination shall become the property of, and be delivered to, the LPA.
5. That any differences between the ENGINEER and the LPA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LPA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.



6. That in the event the engineering and inspection services to be furnished and performed by the LPA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent or inadequate, the STATE shall have the right to supplement the engineering and inspection force or to replace the engineers or inspectors employed on such work at the expense of the LPA.
7. That the ENGINEER has not been retained or compensated to provide design and construction review services relating to the contractor's safety precautions, except as provided in numbered paragraph 1f of Section I.
8. 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 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, any employee who is convicted, as required by section S 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.
9. 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 this AGREEMENT or such other remedy as the LPA deems appropriate.
  10. 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	\$184,834.00
Sub-Consultants:	TIN Number	Agreement Amount
Geocon Professional Services	45-0644817	\$15,164.00
Sub-Consultant Total:		\$15,164.00
Prime Consultant Total:		\$184,834.00
Total for all Work:		\$199,997.00

Executed by the LPA:

Village of Tinley Park

(Municipality/Township/County)

ATTEST:

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

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

Kristin A. Thirion, Village Clerk

Title: Jacob C. Vandenberg, Mayor

(SEAL)

Executed by the ENGINEER:

Robinson Engineering, Ltd.

ATTEST:

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

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

Title: Will Dolan, PE, PTOE, Sen. PM

Title: Jennifer S. Prinz, PE, CFM, Dir. of Eng.

**Exhibit A - Construction Engineering**

Route: \_\_\_\_\_  
 Local \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 (Municipality/Township/County)  
 Section: \_\_\_\_\_  
 Project: \_\_\_\_\_  
 Job No.: \_\_\_\_\_

\*Firm's approved rates on file with  
 Bureau of Accounting and Auditing:

Overhead Rate (OH) 0.00 \_\_\_\_\_ %  
 Complexity Factor (R) 0.00 \_\_\_\_\_  
 Calendar Days \_\_\_\_\_

Cost Plus Fixed Fee Methods of Compensation:  
 Fixed Fee 1   $14.5\%[DL + R(DL) + OH(DL) + IHDC]$   
 Fixed Fee 2   $14.5\%[(2.3 + R)DL + IHDC]$   
 Specific Rate   
 Lump Sum

**Cost Estimate of Consultant's Services in Dollars**

Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead (OH*DL)	Services by Others (SBO)	In-House Direct Costs (IHDC)	Fixed Fee (FF)	Total
<b>Totals</b>		0.00							



**Engineering Payment Report**  
(Submit with Final Invoice)

**Prime Consultant**

Name                     Robinson Engineering, Ltd.  
 Address                 17000 South Park Avenue  
 Telephone              (708) 331-6700  
 TIN Number            36-2407339

**Project Information**

Local Agency           Village of Tinley Park  
 Section Number        14-00117-00-FP  
 Project Number         9URM(722)  
 Job Number             C-91-159-15

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.

Sub-Consultant Name	TIN Number	Actual Payment from Prime
Geocon Professional Services	45-0644817	
Sub-Consultant Total:		
Prime Consultant Total:		
Total for all Work Completed:		

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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 IDOTs 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 14-00117-00-FP  
 Project Number 9URM(722)  
 Job Number C-91-159-15

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>06/15/2016</u> Method(s) used for advertisement and dates of advertisement: <u>Village Hall Posting, 6/1/2016</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-collapse: collapse;"> <thead> <tr> <th style="width: 30%; text-align: left;">Criteria for this project</th> <th style="width: 10%; text-align: center;">Weighting</th> <th style="width: 30%; text-align: left;">Criteria for this project</th> <th style="width: 10%; text-align: center;">Weighting</th> </tr> </thead> <tbody> <tr> <td><u>Transportation</u></td> <td style="text-align: center;"><u>100</u> %</td> <td>_____</td> <td style="text-align: center;">_____%</td> </tr> <tr> <td><u>Water Resources</u></td> <td style="text-align: center;"><u>0</u> %</td> <td>_____</td> <td style="text-align: center;">_____%</td> </tr> <tr> <td><u>Potable Water</u></td> <td style="text-align: center;"><u>0</u> %</td> <td>_____</td> <td style="text-align: center;">_____%</td> </tr> <tr> <td>_____</td> <td style="text-align: center;">_____ %</td> <td>_____</td> <td style="text-align: center;">_____%</td> </tr> </tbody> </table>	Criteria for this project	Weighting	Criteria for this project	Weighting	<u>Transportation</u>	<u>100</u> %	_____	_____%	<u>Water Resources</u>	<u>0</u> %	_____	_____%	<u>Potable Water</u>	<u>0</u> %	_____	_____%	_____	_____ %	_____	_____%
Criteria for this project	Weighting	Criteria for this project	Weighting																		
<u>Transportation</u>	<u>100</u> %	_____	_____%																		
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<u>Potable Water</u>	<u>0</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>N/A</u>  Top three consultants selected for this project in order: 1) <u>Robinson Engineering, Ltd.</u> 2) <u>Christopher B. Burke Engineering, Ltd.</u> 3) <u>Baxter and Woodman</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)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																				

 <b>Illinois Department of Transportation</b> <b>Local Public Agency Agreement for Federal Participation</b>	Local Public Agency	State Contract	Day Labor	Local Contract	RR Force Account
	Village of Tinley Park	X			
	Section	Fund Type	ITEP, SRTS, or HSIP Number(s)		
	14-00117-00-FP	STU			
Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-91-159-15	9URM(722)				

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 Oak Park Avenue Route FAU 2774 Length 1.0 Mi

Termini 167<sup>th</sup> Street to 159<sup>th</sup> Street (US Route 6)

Current Jurisdiction Local TIP Number 07-15-0006 Existing Structure No N/A

#### Project Description

Construction and Construction Engineering for reconstruction of Oak Park Avenue

#### Division of Cost

Type of Work	STU	%	%	LPA	%	Total
Participating Construction	1,400,000	( 70 )	( )	600,000	( Bal )	2,000,000
Non-Participating Construction		( )	( )		( )	
Preliminary Engineering		( )	( )		( )	
Construction Engineering	140,000	( 70 )	( )	60,000	( Bal )	200,000
Right of Way		( )	( )		( )	
Railroads		( )	( )		( )	
Utilities		( )	( )		( )	
Materials		( )	( )		( )	
<b>TOTAL</b>	<b>\$ 1,540,000</b>			<b>\$ 660,000</b>		<b>\$ 2,200,000</b>

\*Maximum FHWA (STU) participation 70% not to exceed \$1,540,000

**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 fix 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)

Village 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

Date

By:

Aaron A. Weatherholt, Deputy Director of Highways

Date

Omer Osman, Director of Highways/Chief Engineer

Date

Phil Kaufmann, Acting 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.

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

**A RESOLUTION AND AGREEMENT WITH THE STATE OF ILLINOIS AND THE VILLAGE OF TINLEY PARK APPROPRIATING FUNDS FOR THE OAK PARK AVENUE – 167<sup>TH</sup> STREET TO 159<sup>TH</sup> STREET RECONSTRUCTION PROJECT**

**WHEREAS**, the Village of Tinley Park has determined that there is a need to reconstruct Oak Park Avenue from 167<sup>th</sup> Street to 159<sup>th</sup> Street; 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 Construction and Construction Engineering costs in the amount of \$1,440,000.00; 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 in the amount of \$660,000; 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 construction costs exceeding agreed amounts will be appropriated by resolution within 45 days of award; and

**BE IT FURTHER RESOLVED**, that this project is hereby designated as Village Section Number 14-00117-00-FP, State Job Number C-91-159-15, and Federal Project Number 9URM(722); and

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

**PASSED** this \_\_\_\_\_ day of \_\_\_\_\_, 2018, 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 \_\_\_\_\_ 2018

\_\_\_\_\_  
Village President

(SEAL)

ATTEST:

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

**Exhibit A - Construction Engineering**

Route: \_\_\_\_\_  
 Local Agency: Oak Park Avenue  
 Village of Tinley Park  
 (Municipality/Township/County)  
 Section: 14-00117-00-FP  
 Project: 9URM(722)  
 Job No.: C-91-159-15

\* Firm's approved rates on file with  
 IDOT's Bureau of Accounting and  
 IDOT Approved Overhead Rate: 173.06%  
**Project Overhead Rate:**  
 Complexity Factor = 0.0

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	Employee Classification	Man-Hours	Avg. Payroll Rates <sup>1</sup>	Payroll Costs (DL)	Overhead*	Services by Others	In House Direct Costs (IHDC)	Profit	Total	
Project Management & Documentation	Principal Engineer 1	6	\$63.10	\$ 379	\$ 655			\$ 150	\$ 1,184	
	Senior Project Manager 2	69	\$53.25	\$ 3,674	\$ 6,359			\$ 1,455	\$ 11,488	
	Resident Engineer 3	200	\$35.95	\$ 7,190	\$ 12,443			\$ 2,847	\$ 22,480	
	Senior Engineer 2	10	\$43.65	\$ 437	\$ 755			\$ 173	\$ 1,365	
	Project Engineer 2	60	\$33.52	\$ 2,011	\$ 3,481			\$ 796	\$ 6,288	
Construction Observation & Documentation	Field Superintendent	60	\$40.10	\$ 2,406	\$ 4,164			\$ 953	\$ 7,522	
	Resident Engineer Rep 1	600	\$29.10	\$ 17,460	\$ 30,216			\$ 6,913	\$ 54,589	
	Resident Engineer 3	400	\$35.95	\$ 14,382	\$ 24,889			\$ 5,694	\$ 44,965	
Project Control/Layout & Staking	Field Crew Chief	112	\$31.28	\$ 3,503	\$ 6,063			\$ 1,387	\$ 10,953	
	CAD Manager	36	\$38.80	\$ 1,397	\$ 2,417			\$ 553	\$ 4,367	
Punch List & Final Closeout	Resident Engineer 3	120	\$35.95	\$ 4,314	\$ 7,466			\$ 1,708	\$ 13,488	
	Administrative 2	21	20.15	\$ 423	\$ 732			\$ 168	\$ 1,323	
	Project Engineer 2	46	\$33.52	\$ 1,542	\$ 2,668			\$ 611	\$ 4,821	
<b>Totals</b>										
Proportioning and Testing of Concrete Mixtures and Bituminous Mixtures (Geocon/Professional Services)1		1,740	-	\$ 59,117	\$ 102,309	\$ 15,164	\$ -	\$ -	\$ 23,407	\$ 199,997

**COMMENTS FROM  
THE PUBLIC**

**ADJOURNMENT**