

NOTICE OF STANDING COMMITTEE

Scheduled for
Tuesday, August 14, 2018,
beginning at 6:30 p.m. in

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

Public Works Committee

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

Kristin A. Thirion
Clerk
Village of Tinley Park

NOTICE OF A MEETING
OF THE PUBLIC WORKS COMMITTEE

Notice is hereby given that a meeting of the Public Works Committee of the Village of Tinley Park, Cook and Will Counties, Illinois, will begin at 6:30 p.m. on Tuesday, August 14, 2018, in Council Chambers at the Village Hall of Tinley Park, 16250 S. Oak Park Avenue, Tinley Park, Illinois.

1. OPEN THE MEETING.
2. CONSIDER APPROVAL OF THE MINUTES OF THE PUBLIC WORKS COMMITTEE MEETING HELD ON JULY 10, 2018.
3. DISCUSS PURCHASE OF ADDITIONAL TRUMPET POLE DECORATIONS FOR DOWNTOWN HOLIDAY DÉCOR.
4. DISCUSS DOWNTOWN HOLIDAY DECORATIONS.
5. DISCUSS NATURALIZED STORMWATER MAINTENANCE.
6. DISCUSS DOWNTOWN PLANTERS.
7. DISCUSS WATERMAIN DESIGN & CONSTRUCTION
8. DISCUSS POST 5 LIFT STATION REDESIGN.
9. DISCUSS RESIDENTIAL DRAINAGE IMPROVEMENT CRITERIA MODIFICATIONS.
10. DISCUSS LETTER OF AGREEMENT – COMMONWEALTH EDISON – HARMONY SQUARE.
11. RECEIVE COMMENTS FROM THE PUBLIC.

ADJOURNMENT

KRISTIN A. THIRION
VILLAGE CLERK

MINUTES
Meeting of the Public Works Committee
July 10, 2018 - 6:30 p.m.
Village Hall of Tinley Park – Council Chambers
16250 S. Oak Park Avenue
Tinley Park, IL 60477

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

Members Absent: None

Other Board Members Present: None

Staff Present: D. Niemeyer, Village Manager
P. Carr, Assistant Village Manager - Arrived 6:32 p.m.
K. Workowski, Public Works Director
J. Urbanski, Assistant Public Works Director
P. Wallrich, Interim Community Development Director
D. Ritter, Senior Planner
C. Zemaitis, Village Engineer
P. Connelly, Village Attorney
L. Valley, Executive Assistant to the Manager and Trustees - Arrived 6:33 p.m.
L. Godette, Deputy Village Clerk
L. Carollo, Commission/Committee Secretary

Chairman Younker stated Trustee Glotz is participating in this meeting electronically by telephone conference call. Trustee Glotz is prevented from physically attending this meeting due to employment purposes. Trustee Glotz acknowledged his participation via telephone conference call.

Item #1 - The Public Works Committee Meeting was called to order at 6:30 p.m.

Item #2 – CONSIDER APPROVAL OF THE MINUTES OF THE PUBLIC WORKS COMMITTEE MEETING HELD ON JUNE 12, 2018 – Motion was made by Chairman Younker, seconded by Trustee Brady, to approve the minutes of the Public Works Committee Meeting held on June 12, 2018. Vote by voice call. Chairman Younker declared the motion carried.

Item #3 – DISCUSS FY-2019 MUNICIPAL PARKING LOT IMPROVEMENTS - The Village maintains various public parking lots throughout the Village and contracts out the annual maintenance required to maintain the pavement.

The FY-2019 Municipal Parking Lot Improvements project consists of curb and gutter removal and replacement, pavement removal and replacement and pavement markings for the 80th Avenue North Metra parking lot, South Street Metra parking lot and the Public Safety building, as well as some patch work in the Village Hall parking lot.

The Village received six (6) bids on July 5, 2018, for the above-mentioned project. The lowest bid was in the amount of \$443,370.20 by D. Construction, Inc.

The 2019 Village budget has sufficient funds available in the amount of \$654,000, allocated as below:

- 30-57800 - Commuter parking: Metra Lot - South Street Resurface Lot - \$192,000.
- Carryover - Commuter parking: Metra Lot - North Lot/East Half Resurface - \$288,000.
- Carryover - Municipal Buildings: Resurface Public Safety Building parking lot - \$174,000.

The Village finds these bids to be correct and in order and recommends awarding the project to D. Construction, Inc., in the amount of \$443,370.20.

Chairman Younker asked the Public Works Committee if there were any questions. No one came forward.

Motion was made by Chairman Younker, seconded by Trustee Brady, to recommend awarding the FY-2019 Municipal Parking Lot Improvements project to D. Construction, Inc., in the amount of \$443,370.20. Vote by voice. Chairman Younker declared the motion carried.

Item #4 – DISCUSS FY-2019/FY-2020 CRACK SEALING PROGRAM - ROADWAY AND PARKING LOT MAINTENANCE - The Village contracts an annual maintenance program to seal cracks in existing streets throughout the Village. The crack filling material fills the cracks and keeps the majority of the water out of the pavement base and subbase, which reduces pavement deterioration.

The FY-2019/FY-2020 Crack Sealing Program - Roadway and Parking Lot Maintenance consists of crack sealing up to 75 streets (14 miles). The FY-2019 Contract has the option of two (2) one-year extensions at the Village's request. The contractor would be required to hold their FY-2019 bid price for any subsequent extensions. Any contract extensions would be brought before the Village Board for approval.

The Village received two (2) bids on July 5, 2018, for the above-mentioned project; Denier in the amount of \$125,240.00 and SKC Construction in the amount of \$180,600.00.

Sufficient funding of \$185,000 is available in the FY-2019 Budget.

Staff recommends contract approval with Denier in the amount of \$125,240.00.

Chairman Younker asked the Public Works Committee if there were any questions. Trustee Glotz inquired as to the low turnout for bidders and rationale for the change in project costs from previous years. K. Workowski, Public Works Director stated Denier has been the only bidder previously and the change in project costs may be due to a decrease in the number of streets in need of maintenance.

Motion was made by Chairman Younker, seconded by Trustee Brady, to recommend FY-2019/FY-2020 Crack Sealing Program - Roadway and Parking Lot Maintenance contract approval with Denier in the amount of \$125,240.00. Vote by voice. Chairman Younker declared the motion carried.

Item #5 – DISCUSS TINLEY PARK CONVENTION CENTER PARKING LOT IMPROVEMENTS - Village staff met in March to discuss potential projects in the (Tax Increment Financing) TIF area to be designed and constructed prior to the closeout of the Main Street South TIF, which is December 31, 2018. One of the projects selected was improvements to the convention center parking lot.

The Tinley Park Convention Center parking lot project consists of curb and gutter removal and replacement, pavement patching, pavement surface removal and replacement, as well as striping.

Bids were received on July 5, 2018, for two (2) options:

- Option 1 - Complete surface removal and replacement of both the main lot and south lot after patching the areas with the most significant damage in the south lot.
- Option 2 - Complete surface removal and replacement of the main lot and complete surface and binder removal and replacement in the south lot.

A total of eight (8) bids were received for Option 1, ranging in amount from \$467,749.80 to \$363,918.80. A total of eight (8) bids were received for Option 2, ranging in amount from \$503,942.70 to \$383,948.090.

A total of \$2,035,000 in funding is available for the Main Street South TIF closeout projects and appropriated as such in the FY-2019 Budget.

Staff recommends contract approval with Iroquois Paving Corporation for Option 2 in an amount not to exceed \$383,948.00, for Tinley Park Convention Center Parking Lot Improvements.

Chairman Younker asked the Public Works Committee if there were any questions. No one came forward.

Motion was made by Chairman Younker, seconded by Trustee Brady, to recommend Tinley Park Convention Center Parking Lot Improvements contract approval with Iroquois Paving Corporation. Vote by voice. Chairman Younker declared the motion carried.

Item #6 – DISCUSS 183RD STREET RESURFACING HARLEM AVENUE TO OAK PARK AVENUE - Village staff met in March to discuss potential projects in the (Tax Increment Financing) TIF area to be designed and constructed prior to the closeout of the Main Street South TIF, which is December 31, 2018. One of the projects selected was resurfacing of 183rd Street from Harlem Avenue to Oak Park Avenue.

The 183rd Street Resurfacing Harlem Avenue to Oak Park Avenue consists of curb and gutter removal and replacement, pavement patching, pavement surface removal and replacement, as well as striping.

Bids were received on July 5, 2018, for two (2) options:

- Option 1 - Requires use of modified urethane grooved in pavement striping.
- Option 2 - Requires use of polyurea grooved in pavement striping.

A total of six (6) bids were received for Option 1, ranging in amount from \$468,141.40 to \$350,167.96. A total of six (6) bids were received for Option 2, ranging in amount from \$470,776.00 to \$358,962.95.

A total of \$2,035,000 in funding is available for the Main Street South TIF closeout projects and appropriated as such in the FY-2019 Budget.

Staff recommends contract approval with Iroquois Paving Corporation for Option 1, in an amount not to exceed \$350,167.96, for 183rd Street Resurfacing Harlem Avenue to Oak Park Avenue.

Chairman Younker asked the Public Works Committee if there were any questions. Trustee Brady requested clarification of details on the work to be performed. Trustee Glotz asked if the Village has used Iroquois Paving Corporation on projects previously, and Mr. Workowski stated the Village has used them in the past.

Motion was made by Chairman Younker, seconded by Trustee Glotz, to recommend 183rd Street Resurfacing Harlem Avenue to Oak Park Avenue contract approval with Iroquois Paving Corporation for Option, 1 in an amount not to exceed \$350,167.96. Vote by voice. Chairman Younker declared the motion carried.

Item #7 – DISCUSS FIRE HYDRANT PAINTING PROJECT - The Village sought a qualified contractor to prepare and paint approximately 600 fire hydrants this year within the Village. A program to paint fire hydrants has been in place for 7 years. Fire hydrants within the Village will be repainted every 4 years.

Requests for Qualifications (RFQs) were received on June 19, 2018, for the above-mentioned project. RFQ results included Cryder Enterprises in the amount of \$49,800.00 and Alpha Paintworks, Inc. in the amount of \$52,800.00.

Funding in the amount of \$50,000.00 is available in the approved FY-2018 Budget, Other Contractual Services.

Staff recommends contract approval with Cryder Enterprises in an amount not to exceed \$50,000, to paint fire hydrants within the Village.

Chairman Younker asked the Public Works Committee if there were any questions. No one came forward.

Motion was made by Chairman Younker, seconded by Trustee Brady, to recommend adding contract approval with Cryder Enterprises in an amount not to exceed \$50,000, to paint fire hydrants within the Village to the Village Board Meeting agenda. Vote by voice. Chairman Younker declared the motion carried.

Item #8 – DISCUSS WATER ASSESSMENT PROGRAM - The Village sought a qualified contractor to perform a water assessment of the Village's water system, which includes the following services:

- Fire Hydrant Maintenance - Inspect a portion of fire hydrants for problems.
- Fire Hydrant Flow Testing - Evaluate fire rating, water volume and pressure from the fire hydrant.
- Water System Leak Survey - Identification of nonvisible leaks in water system.
- Valve Exercising - Exercise and check all valves in water system.

Requests for Qualifications (RFQs) were received on June 19, 2018, for the above-mentioned project. RFQ results included M.E. Simpson Co. in the amount of \$149,300.00 and National Power Rodding in the amount of \$337,373.00.

Funding in the amount of \$163,010.00 is available in the approved FY-2018 Budget, Other Contractual Services.

Staff recommends contract approval with M.E. Simpson Co. in an amount not to exceed \$149,300, to continue the required annual water system assessment within the Village.

Chairman Younker asked the Public Works Committee if there were any questions. No one came forward.

Motion was made by Chairman Younker, seconded by Trustee Brady, to recommend adding Water Assessment Program contract approval with M.E. Simpson Co, in an amount not to exceed \$149,300, to continue the required annual water system assessment within the Village to the Village Board Meeting agenda. Vote by voice. Chairman Younker declared the motion carried.

Item #9 – RECEIVE COMMENTS FROM THE PUBLIC - No comments from the public.

ADJOURNMENT

Motion was made by Chairman Younker, seconded by Trustee Brady, to adjourn this meeting of the Public Works Committee. Vote by voice call. Chairman Younker declared the motion carried and adjourned the meeting at 6:40 p.m.

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DRAFT



Interoffice Memo

Date: August 9, 2018

To: Public Works Committee

From: Donna Framke

Subject: Purchase of additional Holiday light pole decorations

In 2017, the Village evaluated several options for replacement Holiday light pole decorations in Downtown Tinley and decided to purchase 72 new custom, trumpet-shaped light pole decorations for the downtown. These illuminated decorations were designed for Tinley Park to coordinate with the brand and feature warm and pure white lights in the shape of a trumpet accented with green holly and red ornaments. The 72 decorations were placed in the core Downtown area.

Staff is recommending the purchase of an additional 72 pole decorations to place on (most of) the remaining antique light poles in the Downtown. The total cost of materials has remained the same and the decorations are expected to be delivered 60 -90 days after the order is placed (final date to be determined at the time of purchase). The total cost for these additional decorations is \$44,200 and was budgeted in the FY19 budget. Installation of these decorations will be included in the public works holiday decorating installation bid.

General Terms and Conditions

1. Applicability.

(a) These terms and conditions of sale (these "Terms") are the only terms which govern the sale of the goods ("Goods") by the seller ("Seller") to the buyer ("Buyer"), both of whom are named on the Sales Confirmation, hereto attached. Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the Goods covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms.

(b) The accompanying confirmation of sale (the "Sales Confirmation," hereto attached) and these Terms (collectively, this "Agreement") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Buyer's general terms and conditions of purchase regardless whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms.

2. Delivery.

(a) The goods will be delivered within a reasonable time after the receipt of Buyer's purchase order, subject to availability of finished Goods. Seller shall not be liable for any delays, loss or damage in transit.

(b) Unless otherwise agreed in writing by the parties, Seller shall deliver the Goods to the location and address stated in the Sales Confirmation (the "Delivery Point") using Seller's standard methods for packaging and shipping such Goods. Buyer shall take delivery when the Goods have been delivered to the Delivery Point. Buyer shall be responsible for all loading costs and provide equipment and labor reasonably suited for receipt of the Goods at the Delivery Point.

(c) Seller may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer's purchase order.

(d) If for any reason Buyer fails to accept delivery of any of the Goods on the date that the Goods have been delivered at the Delivery Point, or if Seller is unable to deliver the Goods at the Delivery Point on such date because Buyer has not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss to the Goods shall pass to Buyer; (ii) the Goods shall be deemed to have been delivered; and (iii) Seller, at its option, may store the Goods until Buyer picks them up, whereupon Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

3. Non-delivery.

(a) The quantity of any installment of Goods as recorded by Seller on dispatch from Seller's place of business is conclusive evidence of the quantity received by Buyer on delivery unless Buyer can provide conclusive evidence proving the contrary.

(b) The Seller shall not be liable for any non delivery of Goods (even if caused by Seller's negligence) unless Buyer gives written notice to Seller of the non delivery within five (5) business days of the date when the Goods would in th ordinary course of events have been received.

(c) Any liability of Seller for non delivery of the Goods shall be limited to replacing the Goods within a reasonable time or adjusting the invoice respecting such Goods to reflect the actual quantity delivered.

4. Quantity. If Seller delivers to Buyer a quantity of Goods of up to twenty percent (20%) more or less than the quantity set forth in the Sales Confirmation, Buyer shall not be entitled to object to or reject the Goods or any portion of them by reason of the surplus or shortfall and shall pay for such Goods the price set forth in the Sales Confirmation adjusted pro rata.

5. Shipping Terms. Seller shall make delivery in accordance with the terms on the face of the Sales Confirmation.

6. Title and Risk of Loss. Title and risk of loss passes to Buyer upon delivery of the Goods at the Delivery Point. As collateral security for the payment of the purchase price of the Goods, Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title and interest of Buyer in, to and under the Goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Illinois Uniform Commercial Code.

7. Amendment and Modification. These Terms may only be amended or modified in a writing which specifically states that it amends these Terms and is signed by an authorized representative of each party.

8. Inspection and Rejection of Nonconforming Goods.

(a) Buyer shall inspect the Goods within five (5) business days of receipt ("Inspection Period"). Buyer will be deemed to have accepted the Goods unless it notifies Seller in writing of any Nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as required by Seller. "Nonconforming Goods" means only the following: (i) product shipped is different than identified in Buyer's purchase order; or (ii) product's label or packaging incorrectly identifies its contents.

(b) If Buyer timely notifies Seller of any Nonconforming Goods, Seller shall, in its sole discretion, (i) replace such Nonconforming Goods with conforming Goods, or (ii) credit or refund the Price for such Nonconforming Goods, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. Buyer shall ship, at its expense and risk of loss, the Nonconforming Goods to Seller's facility located at the address indicated in the Sales Confirmation. If Seller exercises its option to replace Nonconforming Goods, Seller shall, after receiving Buyer's shipment of Nonconforming Goods, ship to Buyer, at Buyer's expense and risk of loss, the replaced Goods to the Delivery Point.

(c) Buyer acknowledges and agrees that the remedies set forth in Section 8(b) are Buyer's exclusive remedies for the delivery of Nonconforming Goods. Except as provided under Section 8(b), all sales of Goods to Buyer are made on a one way basis and Buyer has no right to return Goods purchased under this Agreement to Seller.

9. Price.

(a) Buyer shall purchase the Goods from Seller at the prices (the "Prices") set forth in Seller's published price list in force as of the date that Seller accepts Buyer's purchase order. If the Prices should be increased by Seller before delivery of the Goods to a carrier for shipment to Buyer, then these Terms shall be construed as if the increased prices were originally inserted herein, and Buyer shall be billed by Seller on the basis of such increased prices.

(b) All Prices are exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any Governmental Authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs and taxes; provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, personnel or real or personal property or other assets.

10. Payment Terms.

(a) Buyer shall pay all invoiced amounts due to Seller and by the payment methods in accordance with the payment terms of the Sales Confirmation.

(b) Buyer shall pay interest on all late payments at the lesser of the rate of one and a half percent (1½%) interest per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these Terms or at law (which Seller does not waive by the exercise of any rights hereunder), Seller shall be entitled to suspend the delivery of any Goods if Buyer fails to pay any amounts when due hereunder and such failure continues for five (5) business days following written notice thereof.

(c) Buyer shall not withhold payment of any amounts due and payable by reason of any set off of any claim or dispute with Seller, whether relating to Seller's breach, bankruptcy or otherwise.

11. Limited Warranty.

(a) Seller warrants to Buyer that for a period of two (2) years from the date of shipment of the Goods ("Warranty Period"), that such Goods will materially conform to the specifications set forth in Seller's published specifications in effect as of the date of shipment under the corresponding individual Transaction.]

(b) EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 11(A), SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; [OR] (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

(c) Products manufactured by a third party ("Third Party Product") may constitute, contain, be contained in, incorporated into, attached to or packaged together with, the Goods. Third Party Products are not covered by the warranty in Section 11(a). For the avoidance of doubt, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD PARTY PRODUCT, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

(d) The Seller shall not be liable for a breach of the warranty set forth in Section 11(a) unless: (i) Buyer gives written notice of the defect, reasonably described, to Seller within five (5) business days of the time when Buyer discovers or ought to have discovered the defect; (ii) Seller is given a reasonable opportunity after receiving the notice to examine such Goods and Buyer (if requested to do so by Seller) returns such Goods to Seller's place of business at Seller's cost for the examination to take place there; and (iii) Seller reasonably verifies Buyer's claim that the Goods are defective.]

(e) The Seller shall not be liable for a breach of the warranty set forth in Section 11(a) if: (i) Buyer makes any further use of such Goods after giving such notice; (ii) the defect arises because Buyer failed to follow Seller's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods; or (iii) Buyer alters or repairs such Goods without the prior written consent of Seller.

(f) Subject to Section 11(d) and Section 11(e) above, with respect to any such Goods during the Warranty Period, Seller shall, in its sole discretion, either (i) repair or replace such Goods (or the defective part) or (ii) credit or refund the price of such Goods at the pro rata contract rate provided that, if Seller so requests, Buyer shall, at Seller's expense, return such Goods to Seller.

(g) THE REMEDIES SET FORTH IN SECTION 11(F) SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 11(A).

12. Limitation of Liability.

(a) IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THESE TERMS, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE BY BUYER OR COULD HAVE BEEN REASONABLY FORESEEN BY BUYER, REGARDLESS OF TH

LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

(b) IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE GOODS SOLD HEREUNDER.

(c) The limitation of liability set forth in Section 12(b) above shall not apply to (i) liability resulting from Seller's gross negligence or willful misconduct and (ii) death or bodily injury resulting from Seller's acts or omissions.

13. Insurance. During the term of this Agreement, Buyer shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including product liability) in a sum no less than \$1,000,000.00 per occurrence/\$2,000,000.00 general aggregate/\$1,000,000.00 products with financially sound and reputable insurers. Upon Seller's request, Buyer shall provide Seller with a certificate of insurance from Buyer's insurer evidencing the insurance coverage specified in these Terms.

14. Installation. Buyer acknowledges and understands that Sales Confirmation and these terms only covers the purchase of the goods as stated in the Sales Confirmation. Seller makes no representation, warranty or promise to provide any installation services for the goods under these Terms, unless otherwise stated in a separate agreement, signed by both parties and hereto incorporated.

15. Electrical Product Certification. Buyer understands and acknowledges that all goods under these Terms will be certified by either the Canadian Standards Association (CSA) or the Underwriters Laboratories (UL), and Seller does not make any representation, warranties or guarantee as to which certification, CSA or UL, any good will have. Buyer further agrees and acknowledges that by submitting a Purchase Order it has accepted to receive goods with either certification.

16. Compliance with Law. Buyer shall comply with all applicable laws, regulations and ordinances. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement. [Buyer shall comply with all export and import laws of all countries involved in the sale of the Goods under this Agreement or any resale of the Goods by Buyer. Buyer assumes all responsibility for shipments of Goods requiring any government import clearance. Seller may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other penalties on Goods.]

17. Termination. In addition to any remedies that may be provided under these Terms, Seller may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under this Agreement and such failure continues for five (5) business days after Buyer's receipt of written notice of nonpayment; (ii) has not otherwise performed or complied with any of these Terms, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

18. Waiver. No waiver by Seller of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

19. Confidential Information. All non-public, confidential or proprietary information of Seller, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Seller to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Seller in writing. Upon Seller's request, Buyer shall promptly return all documents and other materials received from Seller. Seller shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party.

20. Force Majeure. The Seller shall not be liable or responsible to Buyer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Seller including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

21. Assignment. Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement.

22. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

23. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

24. Governing Law. All matters arising out of or relating to this Agreement is governed by and construed in accordance with the internal laws of the State of Illinois without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Illinois.

25. Submission to Jurisdiction. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of Illinois in each case located in the City of Chicago and County of Cook, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

26. Notices. All notices, request, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the Sales Confirmation or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

27. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

28. Survival. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this order including, but not limited to, the following provisions: Compliance with Laws, Confidential Information, Governing Law, Submission to Jurisdiction and Survival.

Date of acceptance:

Signature:

Memorandum



To: Kevin Workowski, Public Works Director
From: Kelly Mulqueeney, Street Superintendent
Date: August 9, 2018
Subject: Contract Award: 2018 Christmas Decoration RFP

Presented for August 14th, 2018 Public Works Committee Meeting Agenda for consideration and possible action:

Description/Scope of Work:

The Village of Tinley Park seeks a proposal from a capable Contractor to coordinate and provide seasonal holiday decoration services. The Contractor shall perform the following general services during the holiday season.

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

The downtown area sites and decorations will include:

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

Background:

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

Recommendation:

All four of the sealed proposals were reviewed and rated by the scoring panel consisting of Kelly Mulqueeney, Jimmy Quinn and Mitch Murdock, and B&B Holiday Decorating was the highest rated proposal.

Outdoor accents did not have any municipal references to point to outside the work they have done here in Tinley, and they did not offer any creative images, ideas or designs. Outdoor accents did not provide complete pricing and was also not cost competitive with B&B or HC Lights for the pricing they did provide.

SubjectK provided the lowest price, but since they did not provide any of the requested information besides a cost proposal, we do not have any confidence in their ability to deliver results. Their website shows them as a property maintenance company with no mention of holiday lighting of any sort.

HC Lights and B&B both put together very strong proposal packages with creative images, ideas and designs, and an impressive portfolio of municipal lighting display experience. B&B and HC

August 13, 2018

Lights were very close in terms of cost. We projected that around year 4 or 5, with any anticipated increase in pricing from HC Lights, at that point the overall pricing difference would be negligible. We felt B&B provided slightly more in terms of creative new design ideas that would ultimately bring in the best results. Taking this into consideration, we recommend selecting and contracting with B&B Holiday Decorating for them to perform the work.

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

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

Budget / Finance: Funding is budgeted in the FY19 Budget.

Year 1 of 3, contract	\$30,266.00
One-time purchase of additional decorations	<u>\$18,001.62</u>
	\$48,267.62
 Budget Available	 <u>\$82,450.00</u>
Difference (under budget)	\$34,182.38

Staff Direction Request:

1. Approve the service contract for the 2018 Christmas Decoration Contract with B&B Holiday Decorating of Des Plaines, IL in the amount of \$48,267.62
2. Direct Staff as necessary.

Downtown Christmas Decorations 2018- Proposal Cost Comparisons
Village of Tinley Park, IL
8/10/2018

Ongoing Holiday Lighting and Decoration Program

Description	2018-19 TOTAL COST (Cost Per Item X Qty.)	2019-20 TOTAL COST (Cost Per Item X Qty.)	2020-21 TOTAL COST (Cost Per Item X Qty.)
B&B	\$ 30,266.00	\$ 31,875.82	\$ 32,830.32
HC Lighting	\$ 35,900.00	\$ 31,350.00	\$ 31,350.00
Accent Lighting*	\$ 37,193.00	NOT PROVIDED	NOT PROVIDED
SubjectK*	\$ 18,000.00	\$ 18,000.00	\$ 18,000.00

One-time Purchase and Installation of Additional Decorations

Description	TOTAL COST (Cost Per Item X Qty.)
B&B	\$ 18,001.62
HC Lighting	\$ 10,257.50
Accent Lighting*	NOT PROVIDED
SubjectK	\$ 26,583.00

Grand Total- First Three Years

Description	TOTAL COST (Cost Per Item X Qty.)
B&B	\$ 112,973.76
HC Lighting	\$ 108,857.50
Accent Lighting*	INCOMPLETE
SubjectK	\$ 80,583.00

*Pricing for this section is incomplete, did not provide pricing for all requested items.

Memorandum



To: Kevin Workowski, Public Works Director
From: Kelly Mulqueeny, Street Superintendent
Date: August 9, 2018
Subject: Contract Award: 2018 Naturalized Stormwater Areas Maintenance

Presented for August 14th, 2018 Public Works Committee for consideration and possible action:

Description/Scope of Work:

The Village of Tinley Park in its role of maintaining certain stormwater management sites, seeks the services of a capable Contractor to install, maintain, and steward naturalized plant communities at various locations throughout the Village. The work is to take place throughout the growing season, from April 15th through November 15th. The Contractor shall perform the following general services on a rotating schedule throughout the year.

- Regular landscape maintenance and stewardship services for naturalized areas
- Upland invasive species management services
- Aquatic weed and algae management services
- Site preparation and native planting installations

Background:

This RFP was advertised on July 18th, 2018 in accordance with state bidding laws; three (3) sealed proposals were received by the deadline on Wednesday August 8, 2018, at 12:00 PM, and recorded by the Village Clerk's office.

Recommendation:

All three of the sealed proposals were reviewed and rated by the scoring panel consisting of Kelly Mulqueeny, Mitch Murdock (Site Design Group) and Andy Stahr (Ecology +Vision).

Pizzo has done a fair amount of work in Tinley, so we are familiar with them and are confident in their ability to execute the scope of work. However, their proposal was not very strong in terms of details, site analysis and proposed solutions at each site. In addition, they provided the least desirable overall pricing schedule in terms of the number of unit costs where they were the lowest.

Cardinal State is a relatively new company with many former Pizzo employees, so while individually they carry much of the same expertise, we did not see it as fair to consider all their experience and references as entirely part of the profile of this company when some of them were counting work done while at Pizzo. Their pricing was competitive with the other firms, however they are not as well-established of a company and their proposal was not as detailed as those from Cardno or Pizzo. We were not as confident they would be able to execute the scope of work.

Cardno was the highest rated proposal. They put together a very impressive proposal with a large binder of over 100 pages, including lots of detail on the items requested such as their

August 10, 2018

extensive project experience, qualifications and expertise, site evaluations and proposed solutions. They provided the best pricing options overall, having the lowest unit prices on 18 of the 35 unit costs. Cardno is a well established and well known entity in their field, and we are very confident in their ability to execute the scope of work. Taking all this into consideration, we recommend selecting Cardno and contracting with them to perform the work.

<u>Contractor</u>	<u>Location</u>	<u>Lowest Unit Prices (of 35 total)</u>	<u>Average Rating</u>
Cardno, Inc.	Monee, IL	18	93.0
Pizzo & Associates	Leland, IL	5	80.7
Cardinal State, LLC	Lake in the Hills, IL	12	46.7

Budget / Finance: Funding is budgeted in the FY19 Budget.

Budget Available	\$189,500.00
Anticipated Costs	<u>\$189,500.00</u>
Difference (none)	\$ 0

Staff Direction Request:

1. Approve the service contract with Cardno, Inc. for the 2018 Naturalized Stormwater Areas Maintenance Contract in the amount of \$189,500.00.
2. Direct Staff as necessary.

NATURALIZED STORMWATER MANAGEMENT AREAS RFP
COST COMPARISON - UNIT PRICING LINE ITEMS
8/10/2018

KEY:	LOWEST COST	MIDDLE COST	HIGHEST COST
------	-------------	-------------	--------------

AQUATIC			CARDINO		CARDINAL STATE		PIZZO	
LINE ITEM DESCRIPTION			Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Aquatic weed and algae management services through manual removal, biological methods, or chemical applications.			\$ 0.07	\$ 70.00	\$ 0.14	\$ 140.00	\$ 0.94	\$ 940.00
All prices shall include all costs for labor, mobilization, materials, equipment, fuel and/or maintenance of equipment as incidental costs to the main line item.								
SITE PREPARATION								
LINE ITEM DESCRIPTION			Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Brush Clearing and Tree Thinning - Includes cutting, herbicide application, and removal/disposal of cut material			\$ 80.34	\$ 80.34	\$ 60.00	\$ 60.00	\$ 57.04	\$ 57.04
Boom-Spray Herbicide Application - Includes initial herbicide application and any follow-up applications required to meet performance			\$ 0.04	\$ 40.00	\$ 0.50	\$ 500.00	\$ 0.11	\$ 110.00
Shoreline Grading - Includes re-grading of eroded shorelines with up to 24" of vertical cut and distributing excavated soil on-site			\$ 17.75	\$ 4,437.50	\$ 4.00	\$ 1,000.00	\$ 5.02	\$ 1,255.00
Soil Tilling - Includes elimination of standing dead biomass when required and collection/disposal of sticks, stones, clods or other debris			\$ 0.05	\$ 50.00	\$ 1.10	\$ 1,100.00	\$ 0.23	\$ 230.00
Soil Scarification - Includes elimination of standing dead biomass when required and collection/disposal of sticks, stones, clods or other debris			\$ 0.05	\$ 50.00	\$ 0.90	\$ 900.00	\$ 0.13	\$ 130.00
All prices shall include all costs for labor, mobilization, materials, equipment, fuel and/or maintenance of equipment as incidental costs to the main line item.								
SOIL AMENDMENTS								
LINE ITEM DESCRIPTION			Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Soil Testing - Includes sample collection, laboratory testing and reporting of test results			\$ 2,000.00	\$ 2,000.00	\$ 600.00	\$ 600.00	\$ 165.00	\$ 165.00
Fertilizer: Gypsum, applied			\$ 0.78	\$ 39.00	\$ 1.40	\$ 70.00	\$ 3.28	\$ 164.00
Fertilizer: Hi-Cal Lime, applied			\$ 0.20	\$ 10.00	\$ 1.40	\$ 70.00	\$ 2.40	\$ 120.00
Fertilizer: Monoammonium Phosphate (MAP), applied			\$ 8.03	\$ 401.50	\$ 2.00	\$ 100.00	\$ 2.29	\$ 114.50
Fertilizer: Sulphate of Potash (SOP), applied			\$ 4.52	\$ 226.00	\$ 2.20	\$ 110.00	\$ 2.25	\$ 112.50
Fertilizer: UMAXX Stabilized Nitrogen, applied			\$ 2.13	\$ 106.50	\$ 2.20	\$ 110.00	\$ 3.31	\$ 165.50
Fertilizer: Milorganite, applied			\$ 0.60	\$ 30.00	\$ 1.60	\$ 80.00	\$ 1.47	\$ 73.50
All prices shall include all costs for labor, mobilization, materials, equipment, fuel and/or maintenance of equipment as incidental costs to the main line item.								
All prices shall be based upon the results of soil tests. Contractor shall be paid for fertilizers based upon materials used as the provided unit price.								
PLANTING OPERATIONS								
LINE ITEM DESCRIPTION			Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Seed, installed - Transitional Buffer Seed Mix, includes planting zone layout			\$ 0.03	\$ 75.00	\$ 0.12	\$ 300.00	\$ 0.07	\$ 175.00
Seed, installed - Mesic-Dry Prairie Seed Mix, includes planting zone layout			\$ 0.03	\$ 75.00	\$ 0.12	\$ 300.00	\$ 0.11	\$ 275.00
Seed, installed - Wet-Mesic Prairie Seed Mix, includes planting zone layout			\$ 0.03	\$ 75.00	\$ 0.13	\$ 325.00	\$ 0.11	\$ 275.00

			CARDINO		CARDINAL STATE				PIZZO					
			\$	0.03	\$	75.00	\$	0.11	\$	275.00	\$	0.11	\$	275.00
Seed, Installed - Wetland Seed Mix, includes planting zone layout	SF	2,500	\$	0.03	\$	75.00	\$	0.11	\$	275.00	\$	0.11	\$	275.00
Seed, Installed - Wet-Mesic Shade Seed Mix, includes planting zone layout	SF	2,500	\$	0.03	\$	75.00	\$	0.13	\$	325.00	\$	0.15	\$	375.00
Seed, Installed - Mesic-Dry Shade Seed Mix, includes planting zone layout	SF	2,500	\$	0.03	\$	75.00	\$	0.13	\$	325.00	\$	0.14	\$	350.00
Plugs, Common Species Installed - Includes planting zone layout and establishment watering	EACH	1	\$	3.04	\$	3.04	\$	2.50	\$	2.50	\$	2.92	\$	2.92
Plugs, Specialty Aquatic Species Installed - Includes planting zone layout and establishment watering	EACH	1	\$	3.45	\$	3.45	\$	10.00	\$	10.00	\$	3.58	\$	3.58
Plugs, Specialty Woodland Species Installed - Includes planting zone layout and establishment watering	EACH	1	\$	3.25	\$	3.25	\$	2.80	\$	2.80	\$	3.25	\$	3.25
Herbivory Protection Fencing, Installed - Includes installation of double row per linear foot, maintenance and removal following plant establishment	LF	100	\$	2.52	\$	252.00	\$	2.25	\$	225.00	\$	3.56	\$	356.00
Erosion Control Blanket – North American Green S75BN, installed	SY	100	\$	1.61	\$	161.00	\$	0.40	\$	40.00	\$	1.39	\$	139.00
Erosion Control Blanket – North American Green S150BN, installed	SY	100	\$	1.62	\$	162.00	\$	1.00	\$	100.00	\$	1.55	\$	155.00
Erosion Control Blanket – North American Green C125BN, installed	SY	100	\$	1.89	\$	189.00	\$	1.40	\$	140.00	\$	1.95	\$	195.00
All prices shall include all costs for labor, mobilization, materials, equipment, fuel and/or maintenance of equipment as indicated costs to the mean line item.														
MANAGEMENT														
LINE ITEM DESCRIPTION			Units(s)	Qty	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price		
Watering of Plantings beyond establishment period in drought conditions			HOUR	1	\$	90.36	\$	90.36	\$	60.00	\$	57.04	\$	57.04
Mowing, Selective - Includes the use of handheld mowers and/or hand pulling			HOUR	1	\$	80.34	\$	80.34	\$	65.00	\$	57.04	\$	57.04
Mowing, Non-Selective - Includes the use of large mowing equipment			HOUR	1	\$	170.50	\$	170.50	\$	100.00	\$	57.04	\$	57.04
Basic Herbicide Products, mixed and applied			GALLON(S)	1	\$	44.12	\$	44.12	\$	65.00	\$	57.74	\$	57.74
Premium Herbicide Products, mixed and applied			GALLON(S)	1	\$	45.08	\$	45.08	\$	75.00	\$	60.16	\$	60.16
Specialty Herbicide Products, mixed and applied			GALLON(S)	1	\$	47.95	\$	47.95	\$	85.00	\$	63.23	\$	63.23
Professional Muskrat Trapping - Includes trap setup, regular inspections, animal removal, and trap removal (Pricing is per trap set)			EACH	1	\$	500.00	\$	500.00	\$	450.00	\$	550.00	\$	550.00
Professional Monitoring & Reporting			YEAR(S)	1	\$	5,850.00	\$	5,850.00	\$	1,200.00	\$	2,500.00	\$	2,500.00
Prescribed Fire - Includes permits, burn plan preparation, notifications, burn break preparation, burning and mop-up			HOUR	1	\$	677.12	\$	677.12	\$	400.00	\$	828.00	\$	828.00

VILLAGE OF TINLEY PARK

SERVICE CONTRACT

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

1. In consideration of the compensation stated in paragraph 2, the Contractor shall provide all the services described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference. The express terms of this Contract shall take precedence and control over any term or provision of the Scope of Services (Exhibit A) that in any way conflicts with, differs from, or attempts to alter the terms of this Contract.
2. Except in the event of a duly authorized change order approved by the Village as provided in this Contract, and in consideration of the Contractor's final completion of all work in conformity with this Contract, the Village shall pay the Contractor an amount not to exceed **One hundred eighty nine thousand five hundred dollars and 00/100 Dollars (\$189,500.00)**. Within **seven (7)** calendar days of completion of the work, the Contractor shall submit his application for payment to the Village, and the Village shall pay Contractor for the work performed no later than **thirty (30)** calendar days from the date of the Village's receipt and the Village's approval of the work and the application for payment. No payment shall be made by the Village until the Contractor has submitted to the Village (i) a Contractor's Affidavit listing all subcontractors and material suppliers utilized on the project and (ii) final waivers of lien from the Contractor, all subcontractors and all material suppliers.
3. No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the Village. The Contractor shall not execute change orders on behalf of the Village or otherwise alter the financial scope of the Project.
4. Written change orders may be approved by the Village Manager or his designee provided that the change order does not increase the amount set forth in paragraph 2 of this Contract to more than \$10,000.00. Changes in excess of this amount must be approved by the Village Board prior to commencement of the services or work. **Any request by the Contractor for an increase in the Scope of Services and an increase in the amount listed in paragraph 2 of this Contract shall be made and approved by the Village prior to the Contractor providing such services or the right to payment for such additional services shall be waived.**
5. **Time is of the essence on this Contract.** The Contractor shall complete all work under this Contract by the dates set forth below:
6. No "Notice to Proceed" may be given nor any work commenced until this Contract is fully executed and all exhibits and other attachments are completely filled out and attached hereto.

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

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

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

IF THIS IS PREVAILING WAGE WORK:

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

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

CERTIFICATIONS BY CONTRACTOR

Eligibility to Contract

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

Name of Contractor (please print)

Submitted by (signature)

Title

Certificate of Compliance with Illinois Human Rights Act

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

Name of Contractor (please print)

Submitted by (signature)

Title

Certificate of Compliance with Illinois Drug-Free Workplace Act

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

Name of Contractor (please print)

Submitted by (signature)

Title

Certificate Regarding Sexual Harassment Policy

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

Name of Contractor (please print)

Submitted by (signature)

Title

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

The undersigned hereby certifies that:

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

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

Name of Contractor (please print)

Submitted by (signature)

Title

[NAME OF CONTRACTOR]

BY: _____

Date

Printed Name: _____

Title: _____

VILLAGE OF TINLEY PARK

BY: _____

Mayor

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

Date

ATTEST:

Village Clerk

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

Date

VILLAGE OF TINLEY PARK

BY: _____

Village Manager

Date

Exhibit A

SCOPE OF SERVICES

Exhibit B

INSURANCE REQUIREMENTS

(See Risk Manager for Insurance Requirements)



Memorandum

To: Kevin Workowski, Public Works Director
From: Kelly Mulqueeny, Street Superintendent
Date: August 9, 2018
Subject: Contract Award: 2018 Downtown Planters RFP

Presented for August 14th, 2018 Public Works Committee Meeting Agenda for consideration and possible action:

Description/Scope of Work:

The Village of Tinley Park in its role of beautifying and maintaining certain properties in the public realm, seeks a proposal from a capable Contractor to coordinate and provide seasonal planter installation and maintenance services. The VOTP has various types of planters, mostly focused around the downtown area along Oak Park Avenue, consisting of approximately 70 planters and 140 hanging baskets. The Contractor shall perform the following general services on a rotating schedule throughout the year.

- Planter installation services on Village owned or public ROW sites, including the planters themselves, soil mix and plant material.
- Regular planter maintenance services on Village owned or public ROW sites.
- In some cases, planter breakdown, removing and replacing to and from storage during times when planters are not in use.

Background:

This RFP was advertised on July 18th, 2018 in accordance with state bidding laws; two (2) sealed proposals were received by the deadline on Wednesday August 8, 2018, at 12:00 PM, and recorded by the Village Clerk's office.

Recommendation:

Proposals were submitted by Ted's Greenhouse, Inc. and Ramiro Guzman Landscaping, Inc. Both of the sealed proposals were reviewed and rated by the scoring panel consisting of Kelly Mulqueeny, Jimmy Quinn and Mitch Murdock. The panel identified Ted's Greenhouse Inc. as the better option in nearly every category.

The proposal submitted by Ramiro Guzman consisted of one page of references, along with a two page cost proposal. In addition, their costs were more than three times the costs provided by Ted's Greenhouse.

Ted's Greenhouse provided a beautiful proposal with ten tabs of information, including several pages of the requested information in each section. They provided numerous images, several

August 10, 2018

material samples, and proposed designs for every planter type. We were all confident in Ted's ability to execute the necessary work, and we appreciated their design vision. Taking this into consideration, we recommend selecting Ted's Greenhouse and contracting with them to perform the work.

<u>Contractor</u>	<u>Location</u>	<u>Average Score</u>	<u>Estimated Amount</u>
Ted's Greenhouse, Inc.	Tinley Park, IL	79	\$49,464.32
Ramiro Guzman Landscaping, Inc.	Plainfield, IL	37	\$162,830.00

Budget / Finance: Funding is budgeted in the FY19 Budget.

Budget Available	\$53,068.00
Anticipated Costs	<u>\$49,464.32</u>
Difference (under budget)	\$3,603.68

Staff Direction Request:

1. Approve the service contract with Ted's Greenhouse for the 2018 Downtown Planters Contract in the amount of \$49,464.32.
2. Direct Staff as necessary.

Tinley Downtown Planters 2018
RFP Scoring Sheet
8/8/2018

Category	Scoring	M. Murdock			K. Mulqueeny			J. Quinn			M. Murdock			K. Mulqueeny			J. Quinn		
		Ted's Greenhouse			Ramiro Guzman														
Ability to complete work in a timely manner	30 points	28	30	25	10	5	15												
Experience with other municipalities	20 points	0	10	12	15	15	12												
Demonstrated creativity and expertise	20 points	20	20	18	0	0	0												
Communication with the Village	15 points	12	15	15	5	0	0												
References	15 points	10	12	10	12	10	12												
	TOTAL= 100	70	87	80	42	30	39												
Average Score:					79			Average Score:									37		

VILLAGE OF TINLEY PARK

SERVICE CONTRACT

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

1. In consideration of the compensation stated in paragraph 2, the Contractor shall provide all the services described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference. The express terms of this Contract shall take precedence and control over any term or provision of the Scope of Services (Exhibit A) that in any way conflicts with, differs from, or attempts to alter the terms of this Contract.
2. Except in the event of a duly authorized change order approved by the Village as provided in this Contract, and in consideration of the Contractor's final completion of all work in conformity with this Contract, the Village shall pay the Contractor an amount not to exceed **forty nine thousand four hundred and sixty four dollars and $\frac{32}{100}$ Dollars (\$49,464.32)**. Within **seven (7)** calendar days of completion of the work, the Contractor shall submit his application for payment to the Village, and the Village shall pay Contractor for the work performed no later than **thirty (30)** calendar days from the date of the Village's receipt and the Village's approval of the work and the application for payment. No payment shall be made by the Village until the Contractor has submitted to the Village (i) a Contractor's Affidavit listing all subcontractors and material suppliers utilized on the project and (ii) final waivers of lien from the Contractor, all subcontractors and all material suppliers.
3. No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the Village. The Contractor shall not execute change orders on behalf of the Village or otherwise alter the financial scope of the Project.
4. Written change orders may be approved by the Village Manager or his designee provided that the change order does not increase the amount set forth in paragraph 2 of this Contract to more than \$10,000.00. Changes in excess of this amount must be approved by the Village Board prior to commencement of the services or work. **Any request by the Contractor for an increase in the Scope of Services and an increase in the amount listed in paragraph 2 of this Contract shall be made and approved by the Village prior to the Contractor providing such services or the right to payment for such additional services shall be waived.**
5. **Time is of the essence on this Contract.** The Contractor shall complete all work under this Contract by the dates set forth below:
6. No "Notice to Proceed" may be given nor any work commenced until this Contract is fully executed and all exhibits and other attachments are completely filled out and attached hereto.

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

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

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

IF THIS IS PREVAILING WAGE WORK:

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

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

CERTIFICATIONS BY CONTRACTOR

Eligibility to Contract

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

Name of Contractor (please print)

Submitted by (signature)

Title

Certificate of Compliance with Illinois Human Rights Act

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

Name of Contractor (please print)

Submitted by (signature)

Title

Certificate of Compliance with Illinois Drug-Free Workplace Act

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

Name of Contractor (please print)

Submitted by (signature)

Title

Certificate Regarding Sexual Harassment Policy

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

Name of Contractor (please print)

Submitted by (signature)

Title

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

The undersigned hereby certifies that:

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

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

Name of Contractor (please print)

Submitted by (signature)

Title

[NAME OF CONTRACTOR]

BY: _____

Date

Printed Name: _____

Title: _____

VILLAGE OF TINLEY PARK

BY: _____

Mayor

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

Date

ATTEST:

Village Clerk

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

Date

VILLAGE OF TINLEY PARK

BY: _____

Village Manager

Date

Exhibit A

SCOPE OF SERVICES

Exhibit B

INSURANCE REQUIREMENTS

(See Risk Manager for Insurance Requirements)



Interoffice Memo

Date: August 9, 2018

To: John Urbanski, Assistant Public Works Director

From: Jeff Cossidente, Interim Water Superintendent

Subject: Recommendation: Water Main Improvements Design

Presented for August 14, 2018 PW Committee discussion and action

Description: Public Works is looking at having three (3) water main projects engineered on this budget in order to propose construction in the 2019-2020 budget cycle. The Public Works Department has evaluated historical information of the water system to prioritize replacements and determined that these water mains are next in need of replacement. The factors that lead to this are: the amount of main breaks on this part of the system, the age of this section, and how many residents or commercial business are effected during shutdowns for repairs. Public Works continues to evaluate the water main replacement program in place to prioritize and replace any sections as recommended. Annual repairs recommended have historically averaged \$1M.

Background: Public Works has requested Baxter & Woodman, Inc. to handle all engineering for water improvements in Tinley Park.

Baxter & Woodman, Inc.	Mokena, Illinois	\$128,000.00
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Budget/ Finance: Funding for \$250,000.00 is available in approved FY18 Budget. Engineering 60-72840

Budget Available	\$159,448.00
Professional Service	<u>\$128,000.00</u>
Difference is under Budget	\$31,488.00

Staff Direction Request: Approve a professional services contract with Baxter & Woodman Inc. in the amount not to exceed \$128,000.00

Attachments:

1. Engineering Quote and Scope of work for Water Main Improvement Design

VILLAGE OF TINLEY PARK, ILLINOIS
WATER MAIN IMPROVEMENTS – PHASE I
DESIGN AND CONSTRUCTION SERVICES

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into this ____ day of ____, 2018 ("Effective Date"), between the Village of Tinley Park, Illinois ("Village"), located at 16250 South Oak Park Avenue, Tinley Park, IL 60477, and Baxter & Woodman, Inc. ("Consultant"), collectively the "Parties" for the following project:

Water Main Improvements Phase I Design and Construction Services

This project includes approximately 2,500 lineal feet of water main replacement on 174th Street from Odell Avenue to Harlem Avenue, 70th Avenue from 173rd Place to 174th Place, and 76th Avenue from Nottingham Drive to 164th Place.

I. Services

- A. Consultant agrees to provide, as an independent contractor to the Village, the professional services included in Exhibit A, attached hereto and made a part hereof, as well as such other or incidental services as may be necessary to carry out said professional services, as well as any other professional services requested by the Village as mutually agreed to by the parties (hereinafter the "Services"). The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality in compliance with applicable laws, ordinances and regulations. The express terms of this Agreement shall take precedence and control over any term or provision of any Exhibit that in any way conflicts with, differs from, or attempts to alter the terms of this Agreement.
- B. The Services shall be provided by employees of Consultant, who are experienced, certified, and/or qualified and licensed, to the extent necessary to perform said Services in the State of Illinois.
- C. It is understood and agreed by the parties that the Consultant is an independent contractor retained for the above-mentioned purpose. The Village shall not control the manner nor the means of the Consultant's performance, but shall be entitled to a work product as described herein. The term "subconsultant" shall mean and include only those hired by and having a direct contract with Consultant for performance of work on the Project. The Village shall have no responsibility to any subconsultant employed by a Consultant for performance of work on the Project, and all subconsultants and material suppliers shall look exclusively to the Consultant for any payments due. The Village will **not** be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. Every subconsultant shall be bound by the terms and provisions of this Contract as far as applicable to their work. The Consultant shall be fully responsible to the Village for the acts and omissions of its subconsultants, and shall ensure that any subconsultants perform in accordance with the requirements of this Agreement. Nothing contained herein shall create any contractual or employment relations between any subconsultant and the Village. The Consultant is solely responsible for the safety procedures, programs and methods of its employees and agents and shall

hold the Village harmless for any and all damages resulting from violations thereof. The Consultant shall comply with all applicable federal, State and local safety laws and regulations.

II. COMPENSATION

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

III. INDEMNIFICATION AND HOLD HARMLESS.

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

IV. INSURANCE

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

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

V. WARRANTY

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

VI. NOTICE

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

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

OR TO:

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

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

VII. INTERPRETATION

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

VIII. WAIVER

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

IX. SEVERABILITY

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

X. ENTIRE UNDERSTANDING

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

XI. TERMINATION

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

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

VILLAGE OF TINLEY PARK

By: _____
Village Manager

DATE: _____

(Baxter & Woodman, Inc.)

By: 
ITS Vice President

DATE: June 29, 2018

CERTIFICATIONS BY CONSULTANT

Eligibility to Contract

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

Baxter & Woodman, Inc.

Name of Consultant (please print)



Submitted by (signature)

Vice President

Title

Certificate of Compliance with Illinois Human Rights Act

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

Baxter & Woodman, Inc.

Name of Consultant (please print)



Submitted by (signature)

Vice President

Title

Certificate of Compliance with Illinois Drug-Free Workplace Act

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

Baxter & Woodman, Inc.

Name of Consultant (please print)



Submitted by (signature)

Vice President

Title

Certificate Regarding Sexual Harassment Policy

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

Baxter & Woodman, Inc.

Name of Consultant (please print)



Submitted by (signature)

Vice President

Title

EXHIBIT A

Scope of Professional Services

Design Services

1. PROJECT MANAGEMENT – Plan, schedule and control activities to complete the Project. These activities include, but are not limited to, budgeting, scheduling, and monitoring the scope of services.
2. PROJECT MEETINGS – Conduct up to three meetings with staff at times during the design of the Project to clarify staff wishes, design questions, and/or construction methods. Design meetings will normally consist of a Kickoff Meeting, one preliminary “red” line meeting, where the initial layout of the water mains are approved prior to design drawing preparation, one meeting at approximately 70 percent completion, and one final meeting at 90 percent completion. Included is one intermediate meeting as deemed necessary by the Village or the Engineer.
3. TOPOGRAPHIC SURVEY – Perform a topographic survey of the project limits of natural and man-made features along the water main routes to develop base sheets for Project Drawings.
4. UTILITIES – CONTACTS AND COORDINATION
 - A. Conduct a Design Stage Locate with JULIE, which consists of obtaining names and telephone numbers of utilities located within the work areas.
 - B. Contact utilities, obtain atlases where available, and provide preliminary Drawings to utility companies for their markup and return.
5. DESIGN
 - A. DRAWINGS – Prepare Design Documents consisting of Drawings showing the general scope, extent and character of construction work to be furnished and performed by the Contractors selected by the Village for each of the six projects. Make revisions based on comments from Village staff.
 - B. SPECIFICATIONS – Prepare for review and approval by the Village and its legal counsel the forms of Construction Contract Documents consisting Advertisement for Bids, Bidder Instructions, Bid Form, Agreement, Performance Bond Form, Payment Bond Form, General Conditions, and Supplementary Conditions, where appropriate, for each of the six projects. Provide necessary documentation for specifications to comply with loan or grant requirements. Provide final specifications to Village upon completion of design.
 - C. SITE VISITS FOR DESIGNERS – Conduct site visits by designers of water mains to clarify any discrepancies on the Drawings, select routes for pipe, and investigate pipe installation methods.
 - D. CAD FOR DETAILED DESIGN – Provide detailed computer aided drafting of water main and appurtenance locations and construction requirements. Indicate location of utilities from best available records. Create legends, general notes, and designer instructions to

contractors, to create a final set of construction drawings. Provide CAD files to Village upon completion of design.

- E. PEER AND CONSTRUCTABILITY REVIEWS – Conduct QA/QC peer reviews of Drawings and specifications. Utilize Construction Department personnel to provide a review of drawings and specifications. Make revisions based on comments from both engineering and construction departments.
- F. ENGINEER’S OPINION OF PROBABLE COST – Prepare a final opinion of probable total Project cost including construction cost, contingencies, construction engineering services, and, on the basis of information furnished by the Village, allowances for legal services, financial consultants, and administrative services or other costs necessary for completion of the Project.

6. PERMITS

- A. IEPA/DPWS - Submit the design documents to the agency for permit to construct, own, and operate the Project.
- B. IDOT - Contact, and meet with Illinois Department of Transportation to review proposed work and determine if any IDOT permits are required for the Project. Submit for permits if any are required.

7. PROJECT BID

- A. ASSISTANCE TO BIDDERS - Set bid dates with Village, create Advertisement for Bids (AFB), provide AFB to Village for publication, and mail advertisement to selected prospective bidders. Answer bidder’s questions during bid period.
- B. ADDENDUMS - Issue necessary addenda to all plan holders as necessary.
- C. BID TABULATION AND LETTERS OF RECOMMENDATION - Tabulate all bids received and review all bid submittals to verify low bid is responsive and responsible. Issue a Letter of Recommendation to Award a construction contract to the Owner for their action.

Construction Services

- 1. Act as the Owner’s representative with duties, responsibilities and limitations of authority as assigned in the construction contract documents.

2. PROJECT INITIATION

- A. Prepare Award Letter, Agreement, Contract Documents, Performance/Payment Bonds, and Notice to Proceed.
- B. Receive Contractor insurance documents.
- C. Attend and prepare minutes for the preconstruction conference, and review the Contractor’s proposed construction schedule and list of subcontractors.

3. CONSTRUCTION ADMINISTRATION

- A. Attend periodic construction progress meetings.
- B. Shop drawing and submittal review by Engineer shall apply only to the items in the submissions and only for the purpose of assessing, if upon installation or incorporation in

the Project, they are generally consistent with the construction documents. Owner agrees that the contractor is solely responsible for the submissions (regardless of the format in which provided, i.e. hard copy or electronic transmission) and for compliance with the contract documents. Owner further agrees that the Engineer's review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to safety programs or precautions. Engineer's consideration of a component does not constitute acceptance of the assembled item.

- C. Review construction record drawings for completeness prior to submission to CADD.
- D. Prepare construction contract change orders and work directives when authorized by the Owner.
- E. Review the Contractor's requests for payments as construction work progresses, and advise the Owner of amounts due and payable to the Contractor in accordance with the terms of the construction contract documents.
- F. Research and prepare written response by Engineer to request for information from the Owner and Contractor.
- G. Project manager or other office staff visit site as needed.

4. FIELD OBSERVATION – Full Time

- A. Engineer's site observation shall be at the times agreed upon with the Owner. Engineer will provide Resident Project Representatives at the construction site on a full-time basis of forty (40) hours per week from Monday through Friday, not including legal holidays, as deemed necessary by the Engineer, to assist the Contractor with interpretation of the Drawings and Specifications, to observe in general if the Contractor's work is in conformity with the Final Design Documents, and to monitor the Contractor's progress as related to the Construction Contract date of completion. Through standard, reasonable means, Engineer will become generally familiar with observable completed work. If Engineer observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor and Owner to address. Engineer shall not supervise, direct, control, or have charge or authority over any contractor's work, nor shall the Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the site, nor for any failure of any contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the contract documents, which contractor is solely responsible for its errors, omissions, and failure to carry out the work. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or any other person, (except Engineer's own agents, employees, and consultants) at the site or otherwise furnishing or performing any work; or for any decision made regarding the contract documents, or any application, interpretation, or clarification, of the contract documents, other than those made by the Engineer.

- B. Provide the necessary base lines, benchmarks, and reference points to enable the Contractor to proceed with the work.
- C. Keep a daily record of the Contractor's work on those days that the Engineers are at the construction site including notations on the nature and cost of any extra work, and provide weekly reports to the Owner of the construction progress and working days charged against the Contractor's time for completion.

5. SUBSTANTIAL COMPLETION OF PROJECT

- A. Provide construction inspection services when notified by the Contractor that the Project is substantially complete. Prepare written punch lists during substantial completion inspections.
- B. Prepare Certificate of Substantial Completion.

6. PROJECT CLOSEOUT

- A. Provide construction inspection services when notified by the Contractor that the Project is complete. Prepare written punch lists during final completion inspections.
- B. Review the Contractor's written guarantees and issue a Notice of Acceptability for the Project by the Owner.
- C. Review the Contractor's requests for final payment, and advise the Owner of the amounts due and payable to the Contractor in accordance with the terms of the construction contract documents.
- D. Prepare construction record drawings which show field measured dimensions of the completed work which the Engineers consider significant and provide the Owner with CD or electronic copy within ninety (90) days of the Project completion.

EXHIBIT B

Our engineering fee for the above stated scope of services will be based on our hourly billing rates for actual work time performed plus reimbursement of out-of-pocket expenses, including travel costs which in total will not exceed \$128,090.

VILLAGE OF TINLEY PARK, ILLINOIS
WATER MAIN IMPROVEMENTS - PHASE 1
DESIGN SERVICES

EXHIBIT B

Level	Emp	Planned Hrs	Planned Labor Bill	Compensation Fee	Consultant Fee	Reimb Allowance	Total Compensation
Overall Project Total		604.00	66,022.00	66,190.00	0.00	310.00	66,500.00
		0.00	0.00				
001	Project Management	40.00	5,304.00	5,400.00	0.00	0.00	5,400.00
	Sean O'Dell	20.00	3,300.00				
	Lauren Schuld	12.00	1,380.00				
	Barbara Tobin	8.00	624.00				
002	Meetings	36.00	4,500.00	4,500.00	0.00	80.00	4,580.00
	Sean O'Dell	12.00	1,980.00				
	Alan Phelps	12.00	1,140.00				
	Lauren Schuld	12.00	1,380.00				
003	Survey	48.00	5,660.00	5,660.00	0.00	200.00	5,860.00
	Engr Tech III	40.00	4,800.00				
	Alan Phelps	4.00	380.00				
	Lauren Schuld	2.00	230.00				
	Christopher Wellbank	2.00	250.00				
004	174th Street	182.00	19,108.00	19,150.00	0.00	10.00	19,160.00
	Dennis Dabros	4.00	660.00				
	Adonis Nacino	46.00	5,290.00				
	Sean O'Dell	4.00	660.00				
	Alan Phelps	100.00	9,500.00				
	Lauren Schuld	22.00	2,530.00				
	Barbara Tobin	6.00	468.00				

VILLAGE OF TINLEY PARK, ILLINOIS

WATER MAIN IMPROVEMENTS - PHASE 1
DESIGN SERVICES

EXHIBIT B

Level	Emp	Planned Hrs	Planned Labor Bill	Compensation Fee	Consultant Fee	Reimb Allowance	Total Compensation
005	70th Avenue	140.00	14,758.00	14,760.00	0.00	10.00	14,770.00
	Dennis Dabros	4.00	660.00				
	Adonis Nacino	34.00	3,910.00				
	Sean O'Dell	4.00	660.00				
	Alan Phelps	76.00	7,220.00				
	Lauren Schuld	16.00	1,840.00				
	Barbara Tobin	6.00	468.00				
006	76th Avenue	114.00	12,168.00	12,170.00	0.00	10.00	12,180.00
	Dennis Dabros	4.00	660.00				
	Adonis Nacino	32.00	3,680.00				
	Sean O'Dell	4.00	660.00				
	Alan Phelps	56.00	5,320.00				
	Lauren Schuld	12.00	1,380.00				
	Barbara Tobin	6.00	468.00				
007	Bidding	44.00	4,524.00	4,550.00	0.00	0.00	4,550.00
	Sean O'Dell	4.00	660.00				
	Alan Phelps	22.00	2,090.00				
	Lauren Schuld	10.00	1,150.00				
	Barbara Tobin	8.00	624.00				

VILLAGE OF TINLEY PARK, ILLINOIS

WATER MAIN IMPROVEMENTS - PHASE 1
CONSTRUCTION SERVICES

EXHIBIT B

Level	Emp	Planned Hrs	Planned Labor Bill	Compensation Fee	Consultant Fee	Reimb Allowance	Total Compensation
Overall Project Total		544.00	61,080.00	61,080.00	0.00	510.00	61,590.00
CS100	Project Initiation	32.00	4,180.00	4,180.00	0.00	20.00	4,200.00
	Reginald Jansen	4.00	420.00				
	Raymond Koenig	24.00	3,480.00				
	Beverly Sinnott	4.00	280.00				
CS105	Construction Administration	76.00	10,720.00	10,720.00	0.00	50.00	10,770.00
	Raymond Koenig	72.00	10,440.00				
	Beverly Sinnott	4.00	280.00				
CS110	Field Observation	400.00	42,000.00	42,000.00	0.00	440.00	42,440.00
	Reginald Jansen	400.00	42,000.00				
CS140	Project Closeout	36.00	4,180.00	4,180.00	0.00	0.00	4,180.00
	Timothy Bette	8.00	920.00				
	Reginald Jansen	20.00	2,100.00				
	Raymond Koenig	8.00	1,160.00				

EXHIBIT C

Required Insurance

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

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

EXHIBIT D



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/29/2018

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

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

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

COVERAGES

CERTIFICATE NUMBER: CL17122151265

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> primary/non contributory <input checked="" type="checkbox"/> sub to written contract GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6045872351	1/1/2018	1/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			6045872348	1/1/2018	1/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			6045872365	1/1/2018	1/1/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A		6045872379	1/1/2018	1/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability			AEH591900841	1/1/2018	1/1/2019	Per Claim \$5,000,000 Aggregate \$5,000,000

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

Re: WATER MAIN IMPROVEMENTS - PHASE 1

DESIGN AND CONSTRUCTION SERVICES.

Village of Tinley Park is included as additional insured per blanket endorsement as respect GL, subject to written contract requiring same.

CERTIFICATE HOLDER**CANCELLATION**Village of Tinley Park
16250 South Oak Park Avenue
Tinley Park, IL 60477

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Michael Christian/CID

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Interoffice Memo

Date: August 8, 2018

To: John Urbanski, Assistant Public Works Director

From: Jeff Cossidente, Interim Water Superintendent

Subject: Recommendation: Redesign of Post 5 Lift Station

Presented for August 14, 2018 PW Committee discussion and action

Description: Post 5 Lift Station is located on the north-west corner of 171st Street and 80th Ave. This is our main lift station that handles pumping approximately 50% or more of the Village of Tinley Park's sanitary waste to MWRD treatment plants. The route of waste transported through Post 5 begins in the areas surrounding 80th Ave. through town towards 175th and Ridgeland to the interceptor site currently under construction. As one of the highest quantity pumping stations in town, this station has met the end of its serviceable life. This station is approximately 40 years old and has had repeated failures recently and is in serious need to be updated.

Background: Public Works has requested Christopher Burke Engineering assigned to the maintenance of the sanitary system of the Village to engineer and project manage the redesigning of Post 5 Lift Station.

**Christopher B. Burke
Engineering, LTD.**

Rosemont, Illinois

\$125,000.00

Budget/ Finance: Funding in the amount of \$250,000.00 is available in approved FY18 Budget. Engineering 61-72840

Budget Available	\$250,000.00
Lowest RFQ Cost	<u>\$125,000.00</u>
Difference is under Budget	\$125,000.00

Staff Direction Request: Approve a professional services contract with Christopher B. Burke Engineering, LTD. in the amount not to exceed \$125,000.00

Attachments:

1. Engineering Quote and Scope of work for Post 5



CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

July 31, 2018

Village of Tinley Park
16250 S. Oak Park Avenue
Tinley Park, IL 60477

Attention: Mr. John Urbanski
Assistant Director of Public Works

Subject: Proposal for Professional Engineering Services
Improvements at the Post 5 Sewage Lift Station
Village of Tinley Park

Dear Mr. Urbanski:

As requested, Christopher B. Burke Engineering, Ltd. (CBBEL) is submitting this proposal for professional engineering services related to the design of improvements at the Post 5 Sewage Lift Station located at 171st and South 80th Avenue, north of the Bayberry Plaza Shopping Center in Tinley Park, Illinois. Below is our Understanding of Assignment, Scope of Services and Estimate of Fee for your consideration.

UNDERSTANDING OF ASSIGNMENT

CBBEL understands the Village would like to rehabilitate the existing Post 5 Sewage Lift Station. Improvements may include:

1. New pumps, guiderails, discharge piping and valves.
2. New pump and motor electrical controls.
3. New pump control building located away from wet well and valve vault.
4. Reuse existing force main.
5. New or rehabilitate influent manhole upstream from wet well.
6. Provide new standby generator and automatic transfer switch (ATS).
7. Reuse/rehabilitate existing wet well.
8. Reuse/rehabilitate existing valve vault.
9. Site/civil work including paved parking and access.

SCOPE OF SERVICES

Task 1 – Data Collection and Review Existing Conditions: CBBEL will meet on site with Village to review above listed scope of work and review existing conditions. CBBEL will review record drawings and the original IEPA Lift Station Construction Permit Application provided by the Village. CBBEL assumes the existing condition flow and head rating of the lift station is sufficient and the new equipment will match the existing lift station capacity.

Task 2 – Preparation of Preliminary Design Memorandum: This task will include a general description of the proposed lift station improvements and will detail lift station rehabilitation design parameters such as range of pumping flow rate, pumping head, motor horsepower, and general configuration of the new wet well, controls, controls building and site amenities. Pump controls and standby generator will be housed in a prefabricated building with concrete slab on grade and concrete foundation wall/footing construction. We are recommending the preparation of the Design Memorandum so that design parameters and requirements may be established and decided upon prior to final drawing preparation. Once design parameters and requirements are established by the Design Memorandum and agreed upon, we will proceed with Task 3. One meeting has been assumed for presentation and discussion of the Design Memorandum.

Task 3 – Preparation of Plans and Specifications: CBBEL will prepare Contract Documents consisting of bidding documents, contract agreement, technical specifications and design drawings for the project as described in the Understanding of the Assignment. The drawings will include a site plan, demolition plan, plan view and sections detailing the work to be performed along with mechanical, electrical and civil details. The drawings will also include a one-line diagram of the pump power plan and controls, and details of site specific equipment. Technical specifications will be prepared for all equipment to be included in the project. CBBEL will prepare an opinion of probable construction cost for the lift station improvements. CBBEL will prepare and submit an IEPA Lift Station Construction Permit Application along with the completed plans and specs.

Task 4 – Assistance with Bidding: CBBEL will assist the Village with advertising the project for bidding, distribution of plans and specifications to bidders, attending a pre-bid meeting, respond to bidders' written questions and issue an addendum (if necessary). CBBEL will attend the bid opening, review and tabulate the bids and make a recommendation to the Village for the award of the project.

ESTIMATE OF FEE

TASK	FEE
Task 1 - Data Collection and Review Existing Conditions	\$7,500
Task 2 - Preparation of Preliminary Design Memorandum	\$47,500
Task 3 - Preparation of Plans and Specifications	\$60,000
Task 4 - Assistance with Bidding	\$10,000
TOTAL	\$125,000

We will bill you at the hourly rates specified on the attached Schedule of Charges and establish our contract in accordance with the attached General Terms and Conditions. Direct costs for blueprints, photocopying, mailing, overnight delivery, messenger services and report compilation are not included in the fee estimate. These General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services. Please note that any requested meetings or additional services are not included in the preceding fee estimate and will be billed at the attached hourly rates.

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made between Christopher B. Burke Engineering, LTD. (hereinafter "Contractor") having its principal place of business at Rosemount Illinois, and the Village of Tinley Park, an Illinois home-rule municipal corporation (hereinafter the "Village"; collectively the "Parties"):

Post 5 Lift Station Redesign (Scope of Work set out in Exhibit A)

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

I. Services

- A. Contractor agrees to provide, as an independent contractor, the professional services included in Exhibit A, attached hereto and made a part hereof, as well as such other or incidental services as may be necessary to carry out said professional services, as well as any other professional services requested by the Village (hereinafter the "Services"). Said Services shall be conducted in accordance with the nationally recognized standards in the industry, the expectations of the Village, and the laws and regulations of the State of Illinois and the Village of Tinley Park. The express terms of this Agreement shall take precedence and control over any term or provision of any Exhibit that in any way conflicts with, differs from, or attempts to alter the terms of this Agreement.
- B. The Services shall be provided by employees of Contractor, who are experienced, certified, and/or qualified and licensed, to the extent necessary to perform said Services in the State of Illinois.
- C. It is understood and agreed by the parties that the Contractor is an independent contractor retained for the above-mentioned purpose. The Village shall not control the manner nor the means of the Contractor's performance, but shall be entitled to a work product as described herein. The term "subcontractor" shall mean and include only those hired by and having a direct contract with Contractor for performance of work on the Project. The Village shall have no responsibility to any subcontractor employed by a Contractor for performance of work on the Project, and all subcontractors and material suppliers shall look exclusively to the Contractor for any payments due. The Village will **not** be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. Every subcontractor shall be bound by the terms and provisions of this Contract as far as applicable to their work. The Contractor shall be fully responsible to the Village for the acts and omissions of its subcontractors, and shall ensure that any subcontractors perform in accordance with the requirements of this Agreement. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the Village. The Contractor is solely responsible for the safety procedures, programs and methods of its employees and agents and

shall hold the Village harmless for any and all damages resulting from violations thereof. The Contractor shall comply with all applicable federal, State and local safety laws and regulations.

II. COMPENSATION

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

III. INDEMNIFICATION AND HOLD HARMLESS.

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

IV. INSURANCE

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

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

V. WARRANTY

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

VI. NOTICE

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

**Christopher B. Burke Engineering, LTD.
9575 West Higgins Road
Rosemount, Illinois 60018**

OR TO:

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

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

VII. INTERPRETATION

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

VIII. WAIVER.

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

IX. SEVERABILITY

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

X. ENTIRE UNDERSTANDING

This Agreement sets forth all of the entire understanding of the parties relative to the subject hereof and supersedes any and all prior agreements, express or implied, oral or written. No amendment

or modification of this Agreement shall be effective unless reduced to writing and executed by the parties.

XI. TERM

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

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

VILLAGE OF TINLEY PARK

Christopher B. Burke Engineering, LTD.

By: _____
Village Manager

By: _____
Chief Executive Officer

DATE: _____

DATE: _____

CERTIFICATIONS BY CONTRACTOR

Eligibility to Contract

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

Christopher B. Burke Engineering, LTD.

Name of Contractor (please print)

Submitted by (signature)

Title

Certificate of Compliance with Illinois Human Rights Act

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

Christopher B. Burke Engineering, LTD

Name of Contractor (please print)

Submitted by (signature)

Title

Certificate of Compliance with Illinois Drug-Free Workplace Act

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

Christopher B. Burke Engineering, LTD

Name of Contractor (please print)

Submitted by (signature)

Title

Certificate Regarding Sexual Harassment Policy

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

Christopher B. Burke Engineering, LTD

Name of Contractor (please print)

Submitted by (signature)

Title

EXHIBIT A

Scope of Professional Services

Task 1 – Data Collection and Review Existing Conditions: CBBEL will meet on site with Village to review above listed scope of work and review existing conditions. CBBEL will review record drawings and the original IEPA Lift Station Construction Permit Application provided by the Village. CBBEL assumes the existing condition flow and head rating of the lift station is sufficient and the new equipment will match the existing lift station capacity.

Task 2 – Preparation of Preliminary Design Memorandum: This task will include a general description of the proposed lift station improvements and will detail lift station rehabilitation design parameters such as range of pumping flow rate, pumping head, motor horsepower, and general configuration of the new wet well, controls, controls building and site amenities. Pump controls and standby generator will be housed in a prefabricated building with concrete slab on grade and concrete foundation wall/footing construction. We are recommending the preparation of the Design Memorandum so that design parameters and requirements may be established and decided upon prior to final drawing preparation. Once design parameters and requirements are established by the Design Memorandum and agreed upon, we will proceed with Task 3. One meeting has been assumed for presentation and discussion of the Design Memorandum.

Task 3 – Preparation of Plans and Specifications: CBBEL will prepare Contract Documents consisting of bidding documents, contract agreement, technical specifications and design drawings for the project as described in the Understanding of the Assignment. The drawings will include a site plan, demolition plan, plan view and sections detailing the work to be performed along with mechanical, electrical and civil details. The drawings will also include a one-line diagram of the pump power plan and controls, and details of site specific equipment. Technical specifications will be prepared for all equipment to be included in the project. CBBEL will prepare an opinion of probable construction cost for the lift station improvements. CBBEL will prepare and submit an IEPA Lift Station Construction Permit Application along with the completed plans and specs.

Task 4 – Assistance with Bidding: CBBEL will assist the Village with advertising the project for bidding, distribution of plans and specifications to bidders, attending a pre-bid meeting, respond to bidders' written questions and issue an addendum (if necessary). CBBEL will attend the bid opening, review and tabulate the bids and make a recommendation to the Village for the award of the project.

EXHIBIT B

Fee Schedule

**ESTIMATE OF
FEE**

TASK	FEE
Task 1 - Data Collection and Review Existing Conditions	\$7,500
Task 2 - Preparation of Preliminary Design Memorandum	\$47,500
Task 3 - Preparation of Plans and Specifications	\$60,000
Task 4 – Assistance with Bidding	\$10,000
<hr/>	
TOTAL \$125,000	

We will bill you at the hourly rates specified on the attached Schedule of Charges and establish our contract in accordance with the attached General Terms and Conditions. Direct costs for blueprints, photocopying, mailing, overnight delivery, messenger services and report compilation are not included in the fee estimate. These General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services. Please note that any requested meetings or additional services are not included in the preceding fee estimate and will be billed at the attached hourly rates.

EXHIBIT C

Required Insurance

EXHIBIT D

Insurance Certificates



Interoffice Memo

Date: August 9, 2018

To: David Niemeyer - Village Manager
Brad Bettenhausen - Village Treasurer
Kevin Workowski - Public Works Superintendent

From: Colby C. Zemaitis, PE, CFM - Village Engineer

Subject: Residential Drainage Improvement Modifications

Prepared for August 14, 2018 Public Works Committee Discussion and possible action:

Background:

The Village's current criteria for funding for residential drainage improvements were last updated in July, 2015 and required the completion of a drainage-flooding/encroachment problem complaint form dated May, 2009. It requires a residential single-family owner/property to meet eight (8) necessary criteria in order to be considered for funding.

Description:

The proposed revised funding criteria requirements allow residents to obtain funding when drainage issues are solely benefitting their property and allow/require them to research and find the qualified contractors and obtain the necessary quotes that the Village also finds to be acceptable. The standing water must come from an adjacent property, as required in the current criteria and the improvements where funding is available must be in easements and public right of way. The funding for any work required outside these areas, will solely be the resident's funding responsibility.

The current funding request is made on a paper form obtained from and returned in person to the Village. The form is analyzed based on approximately seven (7) questions. The proposed funding request is proposed as a Rating Sheet to be obtained on the Village website. It contains twenty (20) informational items based on a point system that will be used to determine the priority of the improvementt(s) and assist the Village in determining which projects can/should be funded.

Budget/Finance:

The maximum available funding assistance per project is \$2,000 for a single parcel and \$1,333 per parcel for multiple property owners. This will be a percentage of the total improvement cost in the easement(s) and right of way. This total is higher than the current available funding, but it also requires the resident to take on responsibility, that being: researching the contractors, meeting with them and explaining the projects, submitting the plan to the Village for approval, obtaining quotes from the contractors, obtaining funding approval from the Village, overseeing the project, funding and turning in the final invoice then awaiting for Village reimbursement. This will eliminate the Village Public Works Department crew from working on private properties and focusing solely on public improvements

Staff Direction Request:

1. This alternative will require the Village budget to allocate yearly funds to pay for these residential improvements.

Attachments:

1. Village Criteria for Funding Residential Drainage Improvements
2. Drainage Policy Modification Comparison Sheet
3. Drainage Improvement Rating Sheet

Drainage Policy Modifications

On Private Property

	<u>Current</u>	<u>Proposed</u>
1. Standing water timeline <u>after</u> storm commences	48 Hours	72 Hours
2. Homeowner(s) benefitted	Four or more	Single Residence
3. Responsible for finding and hiring assistance	Village	Property owner
4. Responsible for constructing improvements	Public Works Staff	Contractor, licensed & Bonded with the Village
5. Maximum reimbursement	\$500	\$2,000
6. Locations for proposed work	ROW/Easements/Private Property	ROW/Easements
7. Submittal requirements	Paperwork	Village website

Off Private Property

	<u>Current</u>	<u>Proposed</u>
8. Standing water timeline <u>after</u> storm commences	48 Hours	72 Hours
9. Homeowner(s) benefitted	Four or more	Multiple unless Single Resident assists in payments
10. Responsible for finding and hiring assistance	Village	Village
11. Responsible for constructing improvements	Public Works Staff	Public Works Staff
12. Locations for proposed work	ROW/Easements	ROW/Easements
13. Submittal requirements	Paperwork	Village website

To obtain Village assistance, the property must comply with all of the drainage policy issues.

Village Criteria for Partial Funding Assisting Residential Drainage Improvements

For the property owner of a residential, single-family lot to be eligible for Village assistance in addressing drainage issues on the property, the property must comply with **all** of the following issues:

1. Standing water must remain where the proposed improvements are to take place for at least seventy-two (72) hours after the rain storm commences. The standing water problem cannot be due to the ground being frozen.
2. The standing water must come from an adjacent property, not just the property in need of improvement.
3. The standing water problem cannot be due to sump pump discharge lines, downspouts and/or lawn sprinklers. Land owner shall be prepared to confirm this for the Village.
4. The property owner must hire a contractor who is fully licensed and bonded with the Village of Tinley Park and apply for assistance up to \$2,000.
5. Benefitted homeowners will be reimbursed after the Village receives the contractor's paid invoice from the resident up to a maximum of \$2,000. Agreements for their participation will be executed prior to the beginning of the project.
6. Any obstructions in Village easements such as trees, shrubs, plantings, sheds, swing sets, etc... shall not be reinstalled in their original locations. **All improvements shall be done in easements and right of way in order to qualify for Village funding.**
7. Ponding water problems entering the house/basements will be of highest priority.
8. All eligible projects will be ranked based on the Residential Drainage Assistance Guidelines and the number of yearly projects will be based on the funds available in the Village Budget.
9. The Village retains the right to make a determination on each request for assistance, on a case by case basis.

Resident will be required to connect any new sump pump to underdrain improvements, and be required to notify the Village so an inspection can be made to ensure an air gap is provided at the foundation as per Village Standard.

The Village will request funds being allocated to the Village Budget each year. The funding will be subject to change each year.

The primary objective of our Stormwater Management Program (SMP) is to promote the health, safety and general welfare of our subdivisions and drainage areas. Our Residential Drainage Improvement Program was established to help address private residential improvements by improvements in public utility easements or public right of ways as needed to provide positive drainage to our storm sewer and drainage ditches located in the right of way and stormwater easements.

New subdivisions are all designed with storm sewers in the road right of way and storm sewers in drainage and utility easements. These structures make addressing any drainage issues relatively simple; however older subdivisions weren't designed accordingly. They included the rural road cross sections with ditches in the front yards designed and graded to provide positive drainage for the front half of the lots to the roadway ditches. They also included ditches along the shared property lines to pick up the drainage from the back portion of the lots and eventually bring that runoff to the roadway ditches.

In order to pick up the runoff from all the lots, these ditches were usually deep with steep slopes which took up a lot of space and made it difficult for the residents to clean and maintain. Residents didn't maintain them well which meant they would eventually fill them in and obstruct the drainage from the neighbor(s) downstream; thus the reason for most drainage issues and the purpose of this program.

In order to assist our residents in addressing their residential drainage issues, the Village must first be able to confirm where the cause of the issue is and whether it is on private property or within right of way or a drainage easement. The two (2) approaches are as follows:

- 1) To be eligible for Village assistance in addressing a drainage issue on your property, a Drainage Complaint Form shall be completed with the required documents and ALL of the following must be met:
 - a) Standing water must remain on the property for seventy-two (72) consecutive hours after a rain storm ends. Issues that occur during winter months will not qualify as the ground will most likely be frozen and not allow the precipitation to evaporate or percolate into the ground.
 - b) The standing water problem is not caused by sump pump discharges lines, downspouts or lawn sprinkling and can be solved by re-grading portions of the lot(s), or removing objects that are blocking the flow of stormwater in the side or rear yards.
 - c) The existing storm sewer or drainage ditch shall be within a reasonable distance away approximately 2-3 blocks) and the depth shall allow a minimum slope of 0.5%.
 - d) Homeowner shall obtain written permission from any neighbor's whose property will be disturbed and agree to restore it at their own expense.
 - e) Any obstructions (i.e. trees, shrubs, plantings, sheds, temporary fences, swing sets, etc.) to be removed by the Homeowner prior to the start of the project shall be coordinated with the Contractor and reinstalled by the Homeowner upon completion, subject to the approval of the Village. Permanent fences can be removed and replaced by the Contractor. If any of these items are located on a Village easement or right of way where ordinance doesn't allow for them, they will not be allowed back in the original location.
 - f) Projects for a single Homeowner will require that Homeowner to be responsible to pay for fifty percent (50%) of the project total for projects totaling less than or equal to \$4,000 (i.e. 50% - Homeowners; 50% - Village).

- g) Projects for multiple Homeowners will require the Homeowners to be responsible to share the cost of sixty-seven percent (67%) of the project total for projects totaling less than or equal to \$4,000 (i.e. 67% - Homeowners; 33% - Village).
 - h) For projects exceeding \$4,000 the Village will pay 50% of the project total, not to exceed \$2,000 per Homeowner.
 - i) Project will require submittal of design to the Village Engineer for review and approval, Contractor's estimate(s) and approval by Village Manager in order to be accepted and help funded by the Village.
 - j) Project payout by the Village will require a Waiver of Lien from the Contractor once the project is done and restoration is completed.
- 2) To be eligible for Village assistance in addressing a drainage issue caused off your property, a Drainage Complaint Form shall be completed with the required documents and ALL of the following must be met:
- a) a-c above
 - b) The solution must benefit multiple Homeowners unless the sole Homeowner is willing to pay a portion of the total cost (Labor and material) of the project. Benefitted Homeowners are defined as all property owners that are allowed to connect to the proposed drainage improvements or whose property is clearly benefitted by the drainage improvements
 - c) The proposed work shall be contained within public right of way or utility easements. Any obstructions (i.e. trees, shrubs, plantings, sheds, temporary fences, swing sets, etc.) to be removed by the Homeowner prior to the start of the project prior to the start of the project and reinstalled by the Homeowner upon completion, subject to the approval of the Village. Any obstructions remaining prior to the start of the project will delay the project start and can delay the project conducted by City Crews. Permanent fences can be removed and replaced as part of the project. If any of these items are located on a Village easement or right of way where ordinance doesn't permit, they will not be allowed back in the original location.
- 3) All eligible projects will be ranked by the overall project cost and the number of Homeowners impacted. Priority will be given to those projects that benefit multiple Homeowners.
- a) The Village Manager retains the right to make a determination (rating) on each project on a case by case basis.
 - b) The Village's Stormwater Management Program has a limited yearly budget; therefore, the cost of the project will be a factor in determining the project's rating.
 - c) Other rating factors:
 - i) Property Damage
 - ii) Public Safety
 - iii) Negatively Effects on Quality of Life
 - iv) Impacts on Property Value
 - v) Maintenance Problems
 - vi) Water Quality
 - vii) Non-Compliant Standards



Residential Drainage Assistance Guidelines

Prepared: 19-Apr-18
Prepared by: CCZ
Revised: 7-May-18

Factors for Private Property		Points	Description
Years of Occurrence : _____ year(s)			1 per every 5 years (Max 5)
Proximity to Primary Structure: _____ ft			Subtract 1 per foot from house (Max 10)
Residential Properties Affected : _____			3 per property
Affected Property Owners Committed : _____ (Paperwork Req'd)			3 per property owner
Caused by Village Improvements on or near the Property: YES NO			Yes: 10 No: 0
Percentage of Lot Covered: _____ % (Photo(s) Req'd)			1 per every 20% covered
Affects Every day Usage: YES NO			Yes: 10 No: 0
Property Owner Requests Assistance: YES NO			Yes: 3 No: 0
Distance to Existing Drainage Structure: _____ ft			5 less 1 per 100 feet (Max 5)
Depth of Ponding after 48 hours : _____ in. (Photo(s) Req'd)			1 per inch
Type of Improvement(s)			
Site Grading: _____ sq ft			1 per 2,000 Sq Ft
Ditch Grading: _____ lin ft			1 per 100 feet
Perforated Drain Tile: _____ ft			1 per 100 feet
PVC Pipe: _____ lin ft			2 for every 50 feet
Catch Basin(s): _____			5 per structure
Fence Removal and Replacement: _____ lin ft			2 per 100 feet
Restoration: _____ sq ft			1 per 1,000 Sq Ft
Condition for Primary Structure			
(Select one)			
No Flooding			1 Point
Minor Flooding			2 Points
Noticeable Flooding			3 Points
Major Flooding			5 Points
Condition for Secondary Structure			
(Select one)			
Minor Flooding			1 Point
Noticeable Flooding			2 Points
Major Flooding			3 Points
Point Total		0	
Project Cost			
(Select one)			
Overall cost less than \$2,000			
Overall cost between \$2,000-\$5,000			
Overall cost between \$5,000-\$10,000			
Overall cost between \$10,000-\$20,000			
Overall cost more than \$20,000			
* NOTE: Residential Drainage Complaints caused by Village Improvements on or near the property have the potential to be covered 100% by Village Funds.			
Accepted: _____	Rejected: _____	Postponed: _____	Notes: _____



Interoffice Memo

Date: August 8, 2018

To: David Niemeyer, Village Manager

From: John Urbanski, Assistant Public Works Director

Subject: Approve ComEd Engineering Deposit Letter Agreement:
North Street Plaza Project & South Street Boulevard Project

Presented for August 14, 2018 PW Committee discussion and action:

Description: The attached letter agreements are required for Commonwealth Edison to begin the engineering phase for removing:

- Approximately 1,500 feet of the overhead electric on 173rd and North Streets and relocating them underground in order to accommodate the future development of the Harmony Square and surroundings.
- Approximately 1,550 feet of the overhead electric on 174th And South Streets and relocating them underground in order to accommodate the future development of the Boulevard Project and adjacent areas.

Background: Relocating the overhead power lines is required for the development of the areas and future power needs of the sites. Therefore the Village must coordinate and pay for ComEd's work as a separate agreement. The engineering deposit letter agreement is required for ComEd to begin their process. The agreement as presented for each location is \$50,000 (\$100,000 total) non-refundable as an initial deposit required by ComEd to engineer the project. This deposit does not obligate the Village to fully fund the project at this time and any unused funding will be incorporated to the cost of the project if approved.

Budget/ Finance: Funding in the amount of \$100,000.00 is available in approved FY18 Budget.

Staff Direction Request:

1. Authorize Village President to sign ComEd Engineering Deposit Letter Agreement.
2. Direct staff as necessary

Attachments:

1. ComEd Engineering Deposit Letter Agreements for each development site
2. Project location maps



CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

August 8, 2018

Village of Tinley Park
Department of Public Works
7980 W. 183rd Street
Tinley Park, IL 60477

Attention: John Urbanski, Assistant Director

Subject: Overhead to Underground Relocation Request
67th Ct & 173rd St, and Oak Park Ave. & South St., Tinley Park
(CBBEL Project No. 160373.00002)

Dear Mr. Urbanski

As requested, Christopher B. Burke Engineering, Ltd. (CBBEL) has reviewed the ComEd Customer Work Agreements # SD180265 & SD180266 for overhead to underground distribution relocation engineering for facilities along 173rd St., 67th Ct., & North St. and Oak Park Ave. & South St. for future developments. We recommend the Village of Tinley Park President and Board of Trustees approve the Customer Work Agreements (2) and \$100,000.00 (\$50,000 each agreement) advanced deposit requested by ComEd to begin Engineering design for above referenced location. The request from ComEd is standard requirement for the engineering design to relocate overhead powerlines underground.

If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'James J. Massarelli', is written over a horizontal line.

James J. Massarelli, PE
Project Engineer

cc: Andrew Pufundt, PE- CBBEL

UNIVERSITY PARK OFFICE
25000 SOUTH GOVERNORS HIGHWAY
UNIVERSITY PARK, IL 60484
708-235-2350



VILLAGE OF TINLEY PARK
16250 S OAKPARK AVE
TINLEY PARK, IL 60477

Date: 08/07/2018

For Electrical Service To:
0 S OAK PARK AVE SOUTH ST
TINLEY PARK, IL

Enclosed please find a copy of your Customer Work Agreement.
To ensure prompt processing of your agreement please do the following:

Review, sign and date the Customer Work Agreement.
Return the signed copy of the agreement and payment of **\$50,000.00** in the enclosed envelope, to my attention.

Work cannot proceed until we have received the signed document with your remittance and a call to 1-866-NEW-ELEC (1-866-639-3532) letting us know your electrician has completed work and passed required municipal government inspections. Upon approval by our Company, one copy of the document will be returned to you for your records.

If this contract is not returned within 30 days, it will be cancelled.

You may make payments on the ComEd website or by phone. A \$2.50 Bill Matrix, Inc. convenience fee will apply to each electronic payment transaction.

By Internet go to: <https://www.comed.com/MyAccount/MyBillUsage/Pages/PayMyBill.aspx>

(for payments of \$5,000 or less for Credit/Debit)

(for payments of \$90,000 or less for eCheck)

Or

By Phone, Call (English & Spanish)

1-800-334-7661 (for all payments of \$5,000 or less: Credit, Debit and eCheck)

1-800-588-9477 (for all payments of \$5,000 or less: Credit, Debit and eCheck)

Or

By Customer Service Representatives

1-800-334-7661 (for payments of \$5,000 or less for Credit/Debit)

1-800-334-7661 (for payments of \$90,000 or less for eCheck)

If you have any questions concerning this contract please contact your Field Representative.

Sincerely,

Enclosures

JORDAN LINDEMAN
ENGINEERING DESIGN TECH
708-235-2350

CUSTOMER WORK AGREEMENT

PL#: 487304

CWA#: SD180266 R:0000

Date: 08/07/2018

VILLAGE OF TINLEY PARK ("Customer") and ComEd ("Company") agree that the Company will furnish at the Customer's expense the labor and materials necessary to do the work for the Customer on or adjacent to the Customer's premises at 0 S OAK PARK AVE SOUTH ST, TINLEY PARK, IL 60477, described below.

CUSTOMER WORK AGREEMENT - ENGINEERING DEPOSIT FOR OVERHEAD TO UNDERGROUND DISTRIBUTION RELOCATION ENGINEERING DEPOSIT REQUIRED FOR NONSTANDARD REQUEST FROM VILLAGE OF TINLEY PARK OF DISTRIBUTION FACILITIES ALONG SOUTH ST, 67TH CT, AND 174TH PL FOR FUTURE DEVELOPMENT.

ADVANCED DEPOSIT	\$50,000.00
TOTAL CUSTOMER CHARGE	\$50,000.00

The Customer agrees to pay to the Company the sum of \$50,000.00, payment in full due prior to beginning of Company work.

The charges listed in this contract are for performing the work identified herein under normal field conditions. If abnormal field conditions are encountered and additional labor and materials are required to complete the work, or if the scope of work is altered, ComEd reserves the right to collect, and the owner agrees to pay, additional money to cover the increased costs.

The sketch, if any, attached hereto is hereby made a part of this Agreement and expressly designates ownership of the facilities referred to.

The Total Customer Charge reflects the scope of work described in this Customer Work Agreement that will be performed by the Company. This does not include charges for the relocation or removal of equipment owned by others, such as cable television or communication companies, that are attached to the Company's poles. It is the Customer's responsibility to contact these other companies to schedule the relocation or removal of their equipment from the poles. These companies will bill the Customer separately for the work they must perform.

Work will be done during the Company's regular working hours, unless otherwise specified.

This Agreement shall be void if not accepted by the Customer within thirty days from date submitted.

Transformers and metering equipment installed in conjunction with this work, shall in all cases, remain the property of the Company.

In the event the work covered by this Agreement cannot be completed within one year from the above date as a result of delays on the part of the Customer or because the Company has been denied access to the premises, the charge to the Customer shall be recomputed based on the level of costs prevailing at the time of completion of the work as stipulated in the Company's General Company Order No. 25.

This agreement is subject to the provisions of the Company's Schedule of Rates and Information and Requirements for Electric Services as on file with the Illinois Commerce Commission.

FOR THE COMPANY:

FOR APPLICANT:

JORDAN LINDEMAN

Submitted By

Accepted By

Signature

Accepted By

Signature

Print Name

Print Name

Official Capacity

Account Number: 1655089107

Work Task Number: 1511846301

Payment Stamp

Mail Bills To: VILLAGE OF TINLEY PARK
16250 S OAKPARK AVE
TINLEY PARK, IL 60477

UNIVERSITY PARK OFFICE
25000 SOUTH GOVERNORS HIGHWAY
UNIVERSITY PARK, IL 60484
708-235-2350



VILLAGE OF TINLEY PARK
16250 S OAKPARK AVE
TINLEY PARK, IL 60477

Date: 08/07/2018

For Electrical Service To:
0567TH CT 173RD ST
TINLEY PARK, IL

Enclosed please find a copy of your Customer Work Agreement.
To ensure prompt processing of your agreement please do the following:

Review, sign and date the Customer Work Agreement.
Return the signed copy of the agreement and payment of **\$50,000.00** in the enclosed envelope, to my attention.

Work cannot proceed until we have received the signed document with your remittance and a call to 1-866-NEW-ELEC (1-866-639-3532) letting us know your electrician has completed work and passed required municipal government inspections. Upon approval by our Company, one copy of the document will be returned to you for your records.

If this contract is not returned within 30 days, it will be cancelled.

You may make payments on the ComEd website or by phone. A \$2.50 Bill Matrix, Inc. convenience fee will apply to each electronic payment transaction.

By Internet go to: <https://www.comed.com/MyAccount/MyBillUsage/Pages/PayMyBill.aspx>

(for payments of \$5,000 or less for Credit/Debit)

(for payments of \$90,000 or less for eCheck)

Or

By Phone, Call (English & Spanish)

1-800-334-7661 (for all payments of \$5,000 or less: Credit, Debit and eCheck)

1-800-588-9477 (for all payments of \$5,000 or less: Credit, Debit and eCheck)

Or

By Customer Service Representatives

1-800-334-7661 (for payments of \$5,000 or less for Credit/Debit)

1-800-334-7661 (for payments of \$90,000 or less for eCheck)

If you have any questions concerning this contract please contact your Field Representative.

Sincerely,

Enclosures

JORDAN LINDEMAN
ENGINEERING DESIGN TECH
708-235-2350

CUSTOMER WORK AGREEMENT

PL#: 487304

CWA#: SD180265 R:0000

Date: 08/07/2018

VILLAGE OF TINLEY PARK ("Customer") and ComEd ("Company") agree that the Company will furnish at the Customer's expense the labor and materials necessary to do the work for the Customer on or adjacent to the Customer's premises at 0S67TH CT 173RD ST, TINLEY PARK, IL 60477, described below.

CUSTOMER WORK AGREEMENT - ENGINEERING DEPOSIT FOR OVERHEAD TO UNDE RGROUND DISTRIBUTION RELOCATION ENGINEERING DEPOSIT REQUIRED FOR NONSTANDARD REQUEST FROM VILLAGE OF TINLEY PARK OF DISTRIBUTION FACILITIES ALONG 173RD ST, 67TH CT, AND NORTH STREET FOR FUTURE DEVELOPMENT.

ADVANCED DEPOSIT	\$50,000.00
TOTAL CUSTOMER CHARGE	\$50,000.00

The Customer agrees to pay to the Company the sum of **\$50,000.00**, payment in full due prior to beginning of Company work.

The charges listed in this contract are for performing the work identified herein under normal field conditions. If abnormal field conditions are encountered and additional labor and materials are required to complete the work, or if the scope of work is altered, ComEd reserves the right to collect, and the owner agrees to pay, additional money to cover the increased costs.

The sketch, if any, attached hereto is hereby made a part of this Agreement and expressly designates ownership of the facilities referred to.

The Total Customer Charge reflects the scope of work described in this Customer Work Agreement that will be performed by the Company. This does not include charges for the relocation or removal of equipment owned by others, such as cable television or communication companies, that are attached to the Company's poles. It is the Customer's responsibility to contact these other companies to schedule the relocation or removal of their equipment from the poles. These companies will bill the Customer separately for the work they must perform.

Work will be done during the Company's regular working hours, unless otherwise specified.

This Agreement shall be void if not accepted by the Customer within thirty days from date submitted.

Transformers and metering equipment installed in conjunction with this work, shall in all cases, remain the property of the Company.

In the event the work covered by this Agreement cannot be completed within one year from the above date as a result of delays on the part of the Customer or because the Company has been denied access to the premises, the charge to the Customer shall be recomputed based on the level of costs prevailing at the time of completion of the work as stipulated in the Company's General Company Order No. 25.

This agreement is subject to the provisions of the Company's Schedule of Rates and Information and Requirements for Electric Services as on file with the Illinois Commerce Commision.

FOR THE COMPANY:

FOR APPLICANT:

JORDAN LINDEMAN

Submitted By

Accepted By

Signature

Accepted By

Signature

Print Name

Print Name

Official Capacity

Account Number: 2973076169

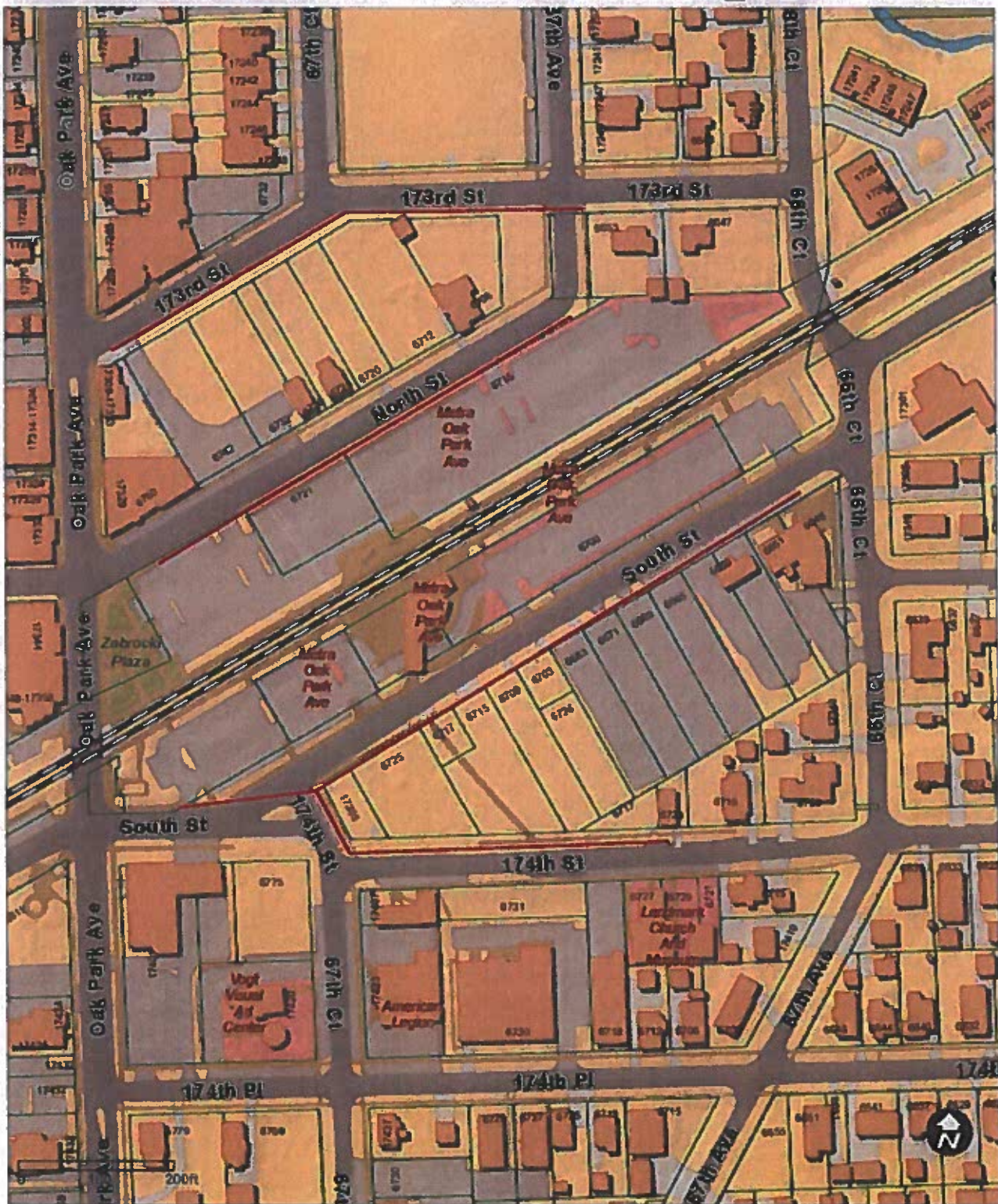
Work Task Number: 1511846401

Payment Stamp

Mail Bills To: VILLAGE OF TINLEY PARK
16250 S OAKPARK AVE
TINLEY PARK, IL 60477



MapOffice™ ComEd Overhead Lines



Map created on August 7, 2018

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