
THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION

NO. 2018-R-027

**A RESOLUTION WAIVING THE COMPETITIVE BIDDING REQUIREMENTS AND
ENTERING INTO A SERVICE CONTRACT WITH AIRY'S, INC., TO
PERFORM CERTAIN EMERGENCY SERVICES RELATED TO BANK
STABILIZATION AND MANHOLE REPAIRS ALONG MIDLOTHIAN CREEK**

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

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

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

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

WHEREAS, the Village of Tinley Park ("Village"), has discovered and determined that excessive bank erosion exists near two (2) of the Village's sanitary manholes ("Manholes") along Midlothian Creek; and

WHEREAS, the Village desires to the waive competitive bidding requirements and enter into an emergency services contract ("Emergency Contract") with Airy's Inc., ("Airy's") to perform certain bank stabilization services and repair the Village Manholes, in an amount not to exceed \$55,000.00; and

WHEREAS, the Village may waive competitive bidding requirements for public service contracts by a two-thirds vote of the Board of Trustees, pursuant to 65 ILCS 5/8-9-1 of the Illinois Municipal Code; and

WHEREAS, the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, have determined that it is in the best interest of said Village of Tinley Park to waive competitive bidding procedures and enter into an Emergency Contract with Airy's pursuant to this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS, IN THE EXERCISE OF ITS HOME RULE POWERS, AS FOLLOWS:

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

SECTION 2: That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interest of the Village of Tinley Park and its residents to waive competitive bidding requirements and that the aforesaid "Emergency Contract," be entered into and that the

Village President is hereby authorized to execute said Emergency Contract on behalf of the Village, with said Contract to be substantially in the form attached hereto and made a part hereof as Exhibit 1, subject to review and revision as to form by the Village Attorney.

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

SECTION 4: This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED THIS 15th day of May 2018.

AYES: Younker, Pannitto, Berg, Brady, Mangin

NAYS: None

ABSENT: Glotz

APPROVED THIS 15th day of May 2018.


VILLAGE PRESIDENT

ATTEST:


VILLAGE CLERK

AIRY'S INC.

SITE UTILITY CONTRACTORS



7455 W. Duvan Drive • Tinley Park, IL 60477-3714
 (708) 429-0660 www.airys.com Fax: (708) 429-0795

PROJECT PROPOSAL & CONTRACT

To:
 Mr. John Urbanski
 Village of Tinley Park
 16250 S. Oak Park Ave.
 Tinley Park, IL 60477

Date: 5/1/2018
Job Number: E8-538
Job Name/Location: MH Repair Along Hickory Creek
 Vogt Woods Park
 Tinley Park, IL
Phone: 708-444-5535
Fax/e-mail: jurbanski@tinleypark.org

We hereby submit specifications and estimates per plans dated: None

	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
10	Siphon Pipes Testing and Assessment	1	LS	6,254.00	6,254.00
20	Restore Existing Village Utility Easement (Approximately 250' x 14')	390	SY	15.50	6,045.00
30	Epoxy Coat Existing MH's South of Creek				
	- 20 VF x 5' Dia	1	EA	5,449.00	5,449.00
	- 12 VF x 5' Dia	1	EA	4,675.00	4,675.00
40	Pour Flowable Fill w/ RIP Rap #5 Over Existing Siphon Pipe Install Temp Access Mats to Facilitate Placement of Flowable Fill.	1	EA	19,125.00	19,125.00
50	Raise Existing 5' Dia Manholes 4 VF	2	EA	3,218.00	6,436.00
60	Install New Frame and Bolt Down Lid	2	EA	820.00	1,640.00
				TOTAL BASE BID	\$ 49,624.00

The referenced amount reflects our Unit Price bid for the referenced project

The following considerations are made as part of the bid and contract documents

- No permits, bonds, taxes, licenses, or fees
- Airy's and their subcontractors to be held harmless from utility construction in any areas requiring permit(s)/easements for construction.
- No filling existing structures
- No excavation of unsuitable rock or soils
- Downtime for unsuitable material, rock, etc. not included.
- On site and Off site restoration as noted.
- Staking & layout by others
- Exploratory excavation for utilities limited to those areas noted and scaled from plan
- Not responsible for re-routing/reconnection due to the conflict of utilities at crossings whether shown or not.
- Not responsible for determination of design crossing conflicts.
- Televising of existing or proposed sewers is not included unless expressly mentioned in this proposal.
- Vacuum testing of structures is not included unless expressly mentioned in this proposal.

- Contaminated groundwater/stormwater handling or disposal is not included.
- Not responsible for the Excavation, Handling, Hauling, or Disposal of any contaminated soils. Airy's may work in other areas, or suspend construction until such material is removed or cleaned.
- Disposal of unsuitable materials not included. If unsuitable materials are encountered, removal, disposal and aggregate replacement will be priced at \$83.00 CY.
- Owner to allow for the extension of time to the project in the event of revisions, additions, or the changes in the scope of the project without adverse effects to Airy's or their subcontractors.
- In the event soil erosion is provided in a bid line, we will provide the initial installation. Further maintenance is to be provided by others.
- All spoil left on site.
- Dewatering of excessive ground water is excluded. Airy's will supply a 3" pump to handle normal ground water conditions.
- Rock excavation is excluded.
- Traffic control by is included for Airy's work.
- Tree removal/trimming by others.
- The excavation through unsuitable soil is excluded.
- All pavement or curb sawing, removal, and disposal is excluded.
- Not responsible for damage to privately owned utility lines. Locating will be responsibility of the property owner.
- This Proposal is based on 2018 Labor Rates.

In the event another contract format is used, these pages shall be considered as an exhibit.

We propose to furnish material and labor - complete in accordance with the plans and specifications listed above: This exhibit is for the sole purpose of determining value of installed utilities for the monthly payments and to determine the price of additions or deletions from the plans and specifications. It is agreed and understood by the parties hereto that all utilities covered under this contract shall be installed per plans and specifications as listed above for the completed price of:

Forty-nine thousand six hundred twenty-four and no/100----- Dollars \$49,624.00

Payment to be made monthly as work progresses, as billed, per units installed, no retention. Net amount due by 10th of the month following month in which work was performed. Should any other contract document be used, this form shall be considered an exhibit to the contract. Should discrepancies between drawings, specs, and/or contract occur, scope of work noted in this document to super-seede. All work to be in compliance with the Standard Specifications for Water and Sewer Main Construction in Illinois. Any alteration or deviation from specifications involving extra costs will be executed only upon written order and will become an extra charge over and above the contract amount. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tomado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. This proposal may be withdrawn by us if not accepted within 15 days.

Airy's Authorized Signature 

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. **Payment will be made as outlined above.** All fees for collection including, but not limited to court costs, arbitrator fees, and attorney fees are the sole responsibility of the customer

Date of Acceptance 5-15-18

Signature 

Jacob C. Vandenberg, Village President

Signature _____

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2018-R-027, "A RESOLUTION WAIVING THE COMPETITIVE BIDDING REQUIREMENTS AND ENTERING INTO A SERVICE CONTRACT WITH AIRY'S, INC., TO PERFORM CERTAIN EMERGENCY SERVICES RELATED TO BANK STABILIZATION AND MANHOLE REPAIRS ALONG MIDLOTHIAN CREEK," which was adopted by the President and Board of Trustees of the Village of Tinley Park on May 15, 2018.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this ____ day of _____, 20__.



KRISTIN A. THIRION, VILLAGE CLERK