
THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION

NO. 2019-R-100

**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK
AND ROBINSON ENGINEERING FOR A CONSTRUCTION ENGINEERING AGREEMENT
FOR SERVICES RELATED TO 191ST STREET AND 80TH AVENUE.**

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

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

RESOLUTION NO. 2019-R-100

A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND ROBINSON ENGINEERING FOR A CONSTRUCTION ENGINEERING AGREEMENT FOR SERVICES RELATED TO 191ST STREET AND 80TH AVENUE

WHEREAS, the Village of Tinley Park, Cook and Will Counties, Illinois, is a Home Rule Unit pursuant to the Illinois Constitution of 1970; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into an Construction Engineering Agreement with Robinson Engineering, a true and correct copy of such Agreement being attached hereto and made a part hereof as **EXHIBIT 1**; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interests of said Village of Tinley Park that said Agreement be entered into by the Village of Tinley Park;

NOW, THEREFORE, Be It Resolved by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

Section 1: The Preambles hereto are hereby made a part of, and operative provisions of, this Resolution as fully as if completely repeated at length herein.

Section 2: That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interests of the Village of Tinley Park and its residents that the aforesaid "Agreement" be entered into and executed by said Village of Tinley Park, with said Agreement 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: That the President and Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois are hereby authorized to execute for and on behalf of said Village of Tinley Park the aforesaid Agreement.

Section 4: That this Resolution shall take effect from and after its adoption and approval.

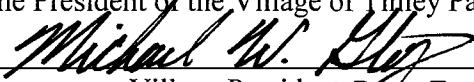
ADOPTED this 17th day of September, 2019, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES: Berg, Brady, Brennan, Galante, Glotz, Mueller

NAYS: None

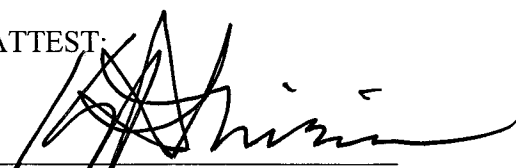
ABSENT: Vandenberg

APPROVED this 17th day of September, 2019, by the President of the Village of Tinley Park.



Village President Pro-Tem

ATTEST:



Village Clerk


EXHIBIT 1

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. 2019-R-100, “**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND ROBINSON ENGINEERING FOR A CONSTRUCTION ENGINEERING AGREEMENT FOR SERVICES RELATED TO 191ST STREET AND 80TH AVENUE,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on September 17, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 17th day of September, 2019.



KRISTIN A. THIRION, VILLAGE CLERK

Municipality VILLAGE OF TINLEY PARK	L O C A L A G E N C Y	 Illinois Department of Transportation Preliminary Engineering Services Agreement For Motor Fuel Tax Funds	C O N S U L T A N T	Name ROBINSON ENGINEERING
Township FRANKFORT				Address 17000 SOUTH PARK AVE
County COOK AND WILL				City SOUTH HOLLAND
Section 18-00121-00-CH				State IL

THIS AGREEMENT is made and entered into this 17th day of September, 2019 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Section Description

Name 80TH AVENUE

Route FAU 2755 Length 0.50 Mi. 2640.00 FT (Structure No. _____)

Termini @ 191ST STREET

Description:

Phase II Preliminary Engineering for the channelization of the intersection of 80th Avenue at 191st Street with traffic signals, street lighting, pavement widening, multiuse path, and associated appurtenances

Agreement Provisions

The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA, in connection with the proposed improvements herein before described, and checked below:
 - a. Make such detailed surveys as are necessary for the preparation of detailed roadway plans
 - b. Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
 - c. Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
 - d. Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
 - e. Prepare Army Corps of Engineers Permit, Department of Natural Resources-Office of Water Resources Permit, Bridge waterway sketch, and/or Channel Change sketch, Utility plan and locations, and Railroad Crossing work agreements.
 - f. Prepare Preliminary Bridge design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
 - g. Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
 - h. Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easement and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

Note: Four copies to be submitted to the Regional Engineer

- i. Assist the LA in the tabulation and interpretation of the contractors' proposals
 - j. Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets.
 - k. Prepare the Project Development Report when required by the DEPARTMENT.
- (2) That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to the AGREEMENT, will be in accordance with current standard specifications and policies of the DEPARTMENT. It is being understood that all such reports, plats, plans and drafts shall, before being finally accepted, be subject to approval by the LA and the DEPARTMENT.
- (3) To attend conferences at any reasonable time when requested to do so by representatives of the LA or the Department.
- (4) In the event plans or surveys are found to be in error during construction of the SECTION and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
- (5) That basic survey notes and sketches, charts, computations and other data prepared or obtained by the Engineer pursuant to this AGREEMENT will be made available, upon request, to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
- (6) That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

The LA Agrees,

1. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1g, 1i, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:
- a. A sum of money equal to SEE EXHIBIT A 0.00 percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.
 - b. A sum of money equal to the percent of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

Schedule for Percentages Based on Awarded Contract Cost

Awarded Cost	Percentage Fees	
Under \$50,000		(see note)
		%
		%
		%
		%
		%

Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

2. To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k of the ENGINEER AGREES at actual cost of performing such work plus 130 percent to cover profit, overhead and readiness to serve - "actual cost" being defined as material cost plus payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraph 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge.

"Cost to Engineer" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

3. That payments due the ENGINEER for services rendered in accordance with this AGREEMENT will be made as soon as practicable after the services have been performed in accordance with the following schedule:
 - a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee due under this AGREEMENT based on the approved estimate of cost.
 - b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee due under the AGREEMENT based on the awarded contract cost, less any amounts paid under "a" above.

By Mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.

4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a, through 1h and prior to the completion of such services, the LA shall reimburse the ENGINEER for his actual costs plus 130 percent incurred up to the time he is notified in writing of such abandonment - "actual cost" being defined as in paragraph 2 of THE LA AGREES.
5. That, should the LA require changes in any of the detailed plans, specifications or estimates except for those required pursuant to paragraph 4 of THE ENGINEER AGREES, after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus 130 percent to cover profit, overhead and readiness to serve - "actual cost" being defined as in paragraph 2 of THE LA AGREES. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

It is Mutually Agreed,

1. That any difference between the ENGINEER and the LA concerning their interpretation of the provisions of this Agreement shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all surveys, permits, agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data, if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For Breach or violation of this warranty the LA shall have the right to annul this contract without liability.

IN WITNESS WHEREOF, the parties have caused the AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

Executed by the LA:

VILLAGE OF TINLEY PARK of the
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

By *Kristin Thirion*
Kristin Thirion Clerk
(Seal)

Michael W. Glotz
By Michael W. Glotz
Title President Pro-Tem

Executed by the ENGINEER:

ATTEST:

By *Garret P. Prinz*
Title Director of Engineering

By *[Signature]*
Title PROSIDENT

Approved

Date
Department of Transportation

Regional Engineer



Exhibit A - Phase II Engineering

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

Overhead + Burden Rate: 0.00%
 Complexity Factor: 0.00
 Calendar Days: 365
 Overhead + Burden Rate: 0.00%

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

Cost Estimate of Consultant's Services in Dollars

Element of Work	Man-hours	Average Hourly Rate	Payroll Costs	Overhead & Burden	Service By Others	In-House Direct Cost	Fixed Fee	Total	% of Grand Total
PHASE II ENGINEERING SERVICES									
General Administration	248	\$162.55	\$40,311					\$40,311	11.93%
Field Services	111	\$127.14	\$14,112					\$14,112	4.18%
Right of Way	26	\$112.62	\$2,928					\$2,928	0.87%
Public Involvement	192	\$134.94	\$25,909					\$25,909	7.67%
Plans, Specifications & Estimate	1,429	\$132.10	\$188,770					\$188,770	55.87%
QC/QA	48	\$172.67	\$8,288					\$8,288	2.45%
ROW Plats & Legals	124	\$128.11	\$15,885					\$15,885	4.70%
SUBTOTAL								\$296,204	87.66%
Subconsultants									
Geocon - 1					\$15,624			\$15,624	4.62%
Mathewson ROW Company - 2					\$18,000			\$18,000	5.33%
Huff & Huff Incorporated - 3					\$6,515			\$6,515	1.93%
Direct Costs						\$1,545		\$1,545	0.46%
Totals	3,328	\$34.95	\$116,306	\$194,975	\$40,139	\$1,545	\$-	\$337,888	100.00%

ASSUMPTIONS:

- 1) Services by Others = Geocon - PSI & Geotechnical Report
- 2) Services by Others = Mathewson - Appraisals & Negotiations
- 3) Services by Others = Huff & Huff - Wetland Permitting

**EXHIBIT F
AVERAGE HOURLY WORK RATES**

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

PTB & Item: N/A

JOB CLASSIFICATION	SALARY	General Administration		Field Services		Intersection Design Study		Draft Project Report		Traffic Study		Right of Way	
		% Part	Wgt. Rate	% Part	Wgt. Rate	% Part	Wgt. Rate	% Part	Wgt. Rate	% Part	Wgt. Rate	% Part	Wgt. Rate
PRINCIPAL ENGINEER 2	\$200.00	5.45%	\$10.91	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
SENIOR PROJECT MANAGER 2	\$186.00	14.55%	\$27.05	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
SENIOR PROJECT MANAGER 1	\$172.00	34.55%	\$59.42	19.42%	\$33.40	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
SENIOR ENGINEER 2	\$166.00	10.91%	\$18.11	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
PROJECT ENGINEER 3	\$195.00	21.82%	\$29.45	1.94%	\$2.62	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
PROJECT ENGINEER 2	\$126.00	3.64%	\$4.58	15.53%	\$19.57	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	\$12.00
CHIEF LAND SURVEYOR	\$156.00	1.82%	\$2.84	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
LAND SURVEYOR 3	\$140.00	1.82%	\$2.55	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
CAD MANAGER	\$134.00	3.64%	\$4.87	3.88%	\$5.20	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
CAD TECHNOLOGIST 2	\$107.00	0.00%	0.00	27.18%	\$29.09	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	61.54%
GIS DEVELOPER	\$123.00	0.00%	0.00	2.91%	\$3.58	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
FIELD SUPERINTENDENT	\$152.00	1.82%	\$2.76	1.94%	\$2.95	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
FIELD CREW CHIEF	\$113.00	0.00%	0.00	27.18%	\$30.72	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	30.77%
ADMINISTRATIVE 1	\$74.00	0.00%	0.00	0.00%	0.00	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
AVERAGE PAYROLL RATE		100.00%	\$162.55	100.00%	\$127.14	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$112.62

JOB CLASSIFICATION	SALARY	Public Involvement		Final Project Report		Drainage Study		ROW Plats & Legals		Plans, Specifications & Estimate		OO/QA	
		% Part	Wgt. Rate	% Part	Wgt. Rate	% Part	Wgt. Rate	% Part	Wgt. Rate	% Part	Wgt. Rate	% Part	Wgt. Rate
PRINCIPAL ENGINEER 2	\$200.00	2.78%	\$5.56	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.48%	\$0.98	16.67%	\$33.33
SENIOR PROJECT MANAGER 2	\$186.00	2.78%	\$5.17	0.00%	0.00	0.00%	0.00	0.00%	0.00	1.29%	\$2.39	16.67%	\$31.00
SENIOR PROJECT MANAGER 1	\$172.00	11.11%	\$19.11	0.00%	0.00	0.00%	0.00	0.00%	0.00	4.74%	\$8.16	33.33%	\$57.33
SENIOR ENGINEER 2	\$166.00	19.44%	\$32.28	0.00%	0.00	0.00%	0.00	0.00%	0.00	7.72%	\$12.81	8.33%	\$13.83
PROJECT ENGINEER 3	\$135.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	16.72%	\$22.57	0.00%	0.00
PROJECT ENGINEER 2	\$126.00	38.89%	\$49.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	31.83%	\$40.11	0.00%	0.00
CHIEF LAND SURVEYOR	\$156.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	16.67%	\$26.00
LAND SURVEYOR 3	\$140.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00
CAD MANAGER	\$134.00	2.78%	\$3.72	0.00%	0.00	0.00%	0.00	0.00%	0.00	4.50%	\$6.03	8.33%	\$11.17
CAD TECHNOLOGIST 2	\$107.00	11.11%	\$11.89	0.00%	0.00	0.00%	0.00	0.00%	0.00	34.73%	\$37.16	0.00%	0.00
GIS DEVELOPER	\$123.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00
FIELD SUPERINTENDENT	\$152.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00
FIELD CREW CHIEF	\$113.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00
ADMINISTRATIVE 1	\$74.00	11.11%	\$8.22	0.00%	0.00	0.00%	0.00	0.00%	0.00	2.57%	\$1.90	0.00%	0.00
AVERAGE PAYROLL RATE		100.00%	\$134.94	0.00%	\$0.00	0.00%	\$0.00	100.00%	\$128.11	104.58%	\$182.10	100.00%	\$172.67