

RULES MEETING OF THE BOARD OF TRUSTEES
VILLAGE OF PARK FOREST, COOK AND WILL COUNTIES, ILLINOIS

Village Hall

8:00 p.m.

April 16, 2007

Roll Call

1. Awarding of the Village Wide Street Sign Maintenance Contract
2. Engineering Services Agreement for Excess Flow Treatment Facility Evaluation

Manager's Comments

Trustee's Comments

Attorney's Comments

Audience to Visitors

Adjournment

Agenda Items are Available in the Lobby of Village Hall

AGENDA BRIEFING

DATE: April 11, 2007

TO: Mayor Ostenburg
Board of Trustees

FROM: Roderick Ysaguirre

RE: Awarding of the Village Wide Street Sign Maintenance Contract.

BACKGROUND/DISCUSSION:

On Wednesday, April 11, 2007 at 11:00 a.m., the Department of Public Works opened bids for the Village Wide Street Sign Maintenance Project. Invitations to bid were published in the Star Newspaper, published in the IDOT Construction Bulletin, and sent to nine qualified bidders. Four bids were received. NAFISCO INC., located in Hillside IL, was the lowest bidder in the amount of \$25,753.90 dollars. This proposal amount is \$3,489.86 dollars below the Engineer's Estimate. See attached bid tab for price differentials.

In the summer of 2006, Public Works staff conducted a traffic sign inventory to create a Traffic Sign Database of all street signs on all village streets. This inventory will allow DPW to properly and easily monitor necessary maintenance of all traffic signs. Damaged posts, mounting heights, faded signs, poor night time reflectivity, and sign visibility are examples of what this inventory entailed. The work necessary to properly maintain all signs needing maintenance at this time exceeds the funds available. Therefore, this project is phase I in a projected three phase project. This work will replace all damaged sign posts, replace faded regulatory and school street signs, and increase night time reflectivity for these signs as documented during the inventory. This work will be paid for from the MFT Funds where \$30,000 dollars has been budgeted for this work.

THE DEPARTMENT OF PUBLIC WORKS RECOMMENDATION: Award the Village Wide Street Sign Maintenance contract to NAFISCO INC. from Hillside, IL in the amount of \$25,753.90 dollars with a 10% contingency for a total cost not to exceed \$28,329 dollars.

SCHEDULE FOR DISCUSSION: This item will appear on the Agenda of the Rules meeting of April 16, 2007 for your discussion.

The Village of Park Forest

MFT 07-00000-05-GM

Village Wide Street Sign Maintenance

Bid Tab

Item	Unit	Qty	Western Remac		NAFISCO		Traffic Control & Protection		United Rental		Engineer's Estimate	
			Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
Sign Panels, Type 1, HI	SQ FT	54	\$26.16	\$1,412.64	\$13.00	\$702.00	\$16.95	\$915.30	\$17.65	\$953.10	\$28.50	\$1,539.00
Sign Panels, Type 1, EGR	SQ FT	63	\$20.06	\$1,263.78	\$12.50	\$787.50	\$12.95	\$815.85	\$13.00	\$819.00	\$20.00	\$1,260.00
Galvanized U Post, Type A	FT	1992	\$6.86	\$13,665.12	\$6.90	\$13,744.80	\$8.00	\$15,936.00	\$6.65	\$13,246.80	\$7.50	\$14,940.00
Galvanized U Post, Type B	FT	638	\$10.66	\$6,801.08	\$7.20	\$4,593.60	\$8.00	\$5,104.00	\$9.20	\$5,869.60	\$12.00	\$7,656.00
Remove Assembly, Type A	Each	208	\$58.63	\$12,195.04	\$15.00	\$3,120.00	\$22.00	\$4,576.00	\$25.00	\$5,200.00	\$11.79	\$2,452.32
Reinstall existing Panel, Type A	SQ FT	307	\$18.80	\$5,771.60	\$8.00	\$2,456.00	\$5.00	\$1,535.00	\$9.00	\$2,763.00	\$2.92	\$896.44
Traffic Control and Protection	L Sum	1	\$3,412.61	\$3,412.61	\$350.00	\$350.00	\$1.00	\$1.00	\$1,200.00	\$1,200.00	\$500.00	\$500.00

Total			\$44,521.87		\$25,753.90		\$28,883.15		\$30,051.50		\$29,243.76
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AGENDA BRIEFING

DATE: April 13, 2007

TO: Mayor Ostenburg
Board of Trustees

FROM: Kenneth Eyer

RE: Engineering services agreement for Excess Flow Treatment Facility
Evaluation

BACKGROUND/DISCUSSION: As a component of the Baxter and Woodman Engineering Services agreement for Sanitary Sewer Flow Monitoring (Central System), the consultant was asked to determine the amount of Inflow & Infiltration, (I&I), that could be credited to meeting the Thorn Creek Basin Sanitary District (TCBSD) I&I limits if the Village were to refurbish the Excess Flow Treatment Facility. Baxter & Woodman determined the amount of I&I removal needed to comply with Thorn Creek Basin Sanitary District's I&I limits could be reduced by 13%. They felt this would be a cost effective method to assist in reaching compliance with I&I limits set by TCBSD. They also, recommend completing additional study.

The additional study will be a facility planning report that will determine the scope and cost of improvements to upgrade the facility, which would include replacing a majority of the equipment in addition to the chlorination equipment and will evaluate the potential to increase the capacity. The Department of Public Works requests the Board accept the Baxter & Woodman Engineering Services Agreement to complete this work in the lump sum amount of \$20,000.

SCHEDULE FOR CONSIDERATION: This item will appear on the Agenda of the Rules meeting of April 16, 2006 for discussion.



Mr. Ken Eyer, P.E.
Village of Park Forest
350 Victory Drive
Park Forest, Illinois 60466

March 29, 2007

Subject: Village of Park Forest – Excess Flow Treatment Facility Evaluation

Dear Mr. Eyer:

Enclosed are two (2) copies of the Engineering Services Agreement for the above mentioned project. Please execute by signing both copies and returning one copy to our office.

Please call if you have any questions.

Very truly yours,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS

A handwritten signature in black ink, appearing to read "Steve A. Larson". The signature is fluid and cursive, with a long horizontal stroke at the end.

Steve A. Larson, P.E.
Vice President

SAL/bjt

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8840 West 192nd Street

Mokena, IL 60448

708.478.2090

Fax 708.478.8710

info@baxterwoodman.com

VILLAGE OF PARK FOREST, ILLINOIS
EXCESS FLOW TREATMENT FACILITY EVALUATION

ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 2007, by and between the Village of Park Forest, Illinois, hereinafter referred to as the VILLAGE, and Baxter & Woodman, Inc., Consulting Engineers, hereinafter referred to as the ENGINEERS, for engineering services required by the VILLAGE for the evaluation of the excess flow treatment facility, hereinafter referred to as the PROJECT.

WITNESSETH that in consideration of the covenants herein, these parties agree as follows:

SECTION 1. The PROJECT consists of evaluating the Village's excess flow treatment facility, as more completely described in Exhibit A, attached hereto. After written authorization by the VILLAGE, the ENGINEERS shall provide professional services for the PROJECT. These services will include serving as the VILLAGE's representative in all phases of the PROJECT, providing consultation and advice, and furnishing customary engineering and construction-related services, as enumerated in Exhibit B, attached hereto.

SECTION 2. The VILLAGE shall compensate the ENGINEERS for the professional services enumerated in Exhibit B hereof as follows:

2.1 The ENGINEERS' fee for the preliminary design services described in Exhibit B Sections 1 through 7 shall be a lump sum of \$20,000, ENGINEERS' Project No. 070410.30.

SECTION 3. The parties hereto further mutually agree:

3.1 The VILLAGE shall obtain from others and furnish to the ENGINEERS complete legal descriptions and plats of property surveys for the PROJECT which shall include, but not be limited to, location and staking of all necessary property lines and corners, public rights-of-way and secured easements, and zoning and deed restrictions.

3.2 The ENGINEERS may submit requests for periodic progress payments for services rendered. Payments shall be due and owing by the VILLAGE in accordance with the terms and provisions of the Local Government Prompt Payment Act, Illinois Compiled Statutes, Ch. 50, Sec. 505, et. seq.; and the ENGINEERS may, after giving seven (7) days written notice to the VILLAGE, suspend services under this Agreement until the ENGINEERS have been paid in full all amounts due for services, expenses, and late payment charges as provided in such Act.

3.3 This Agreement may be terminated, in whole or in part, by either party if the other party substantially fails to fulfill its obligations under this Agreement through no fault of the terminating party; or the VILLAGE may terminate this Agreement, in whole or in part, for its convenience. However, no such termination may be effected unless the terminating party gives the other party (1) not less than ten (10) calendar days written notice by certified mail of intent to terminate, and (2) an opportunity for a meeting with the terminating party before termination. If this Agreement is terminated by either party, the ENGINEERS shall be paid for services performed to the effective date of termination, including reimbursable expenses. In the event of contract termination, the VILLAGE shall receive reproducible copies of Drawings, Specifications and other documents completed by the ENGINEERS.

3.4 The ENGINEERS agree to hold harmless and indemnify the VILLAGE and each of its officers, agents and employees from any and all liability claims, losses, or damages arising out of or alleged to arise from negligence in the performance of the services under this Agreement, but not including liability that may be due to the sole negligence of the VILLAGE or other consultants, contractors or subcontractors working for the VILLAGE, or their officers, agents and employees.

The VILLAGE agrees to hold harmless and indemnify the ENGINEERS, and each of their officers, agents and/or employees from any and all liability claims, losses, or damages arising out of or alleged to arise from negligence in the performance of the services under this Agreement that may be due to the sole negligence of the VILLAGE or other consultants, contractors, or subcontractors working for the VILLAGE, or their officers, agents and/or employees.

The VILLAGE shall indemnify and hold harmless ENGINEER and its officers, directors, partners, employees, and agents and ENGINEER's Consultants from and against all claims, costs, losses, and damages caused by, arising out of or relating to the presence, discharge, release, or escape of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material at, on, under or from the Project site.

The VILLAGE acknowledges that the ENGINEER is a Business Corporation and not a Professional Service Corporation, and further acknowledges that the corporate entity, as the party to this contract, expressly avoids contracting for individual responsibility of its officers, directors, or employees.

The VILLAGE and ENGINEERS agree that any claim made by either party arising out of any act of the other party, or any officer, director, or employee of the other party in the execution or performance of the Agreement, shall be made solely against the other party and not individually or jointly against such officer, director, or employees.

3.5 For the duration of the PROJECT, the ENGINEERS shall procure and maintain insurance for protection from claims under worker's compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom, alleged to arise from the ENGINEERS' negligence in the performance of services under this Agreement. The VILLAGE shall be named as an additional insured on the ENGINEERS' general liability insurance policy. The limits of liability for the insurance required by this Subsection are as follows:

(1)	Worker's Compensation:	Statutory Limits
(2)	General Liability	
	Per Claim:	\$1,000,000
	Aggregate:	\$2,000,000
(3)	Automobile Liability	
	Combined Single Limit:	\$1,000,000
(4)	Excess Umbrella Liability	
	Per Claim and Aggregate:	\$4,000,000
(5)	Professional Liability	
	Per Claim and Aggregate:	\$2,000,000/\$3,000,000

3.6 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of the ENGINEERS and their officers, directors, employees, agents, and any of them, to the VILLAGE and anyone claiming by, through or under the VILLAGE, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the PROJECT or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty express or implied of ENGINEERS or their officers, directors, employees, agents or any of them, hereafter referred to as the "VILLAGE's Claims", shall not exceed the total insurance proceeds available to pay on behalf of or to the ENGINEERS by their insurers in settlement or satisfaction of VILLAGE's Claims under the terms and conditions of ENGINEERS'

insurance policies applicable thereto, including all covered payments made by those insurers for fees, costs and expenses of investigation, claims adjustment, defense and appeal.

3.7 The ENGINEERS are responsible for the quality, technical accuracy, timely completion, and coordination of all Designs, Drawings, Specifications, Reports, and other professional services furnished or required under this Agreement, and shall endeavor to perform such services with the same skill and judgement which can be reasonably expected from similarly situated professionals.

3.8 The VILLAGE may, at any time, by written order, make changes within the general scope of this Agreement in the services to be performed by the ENGINEERS. If such changes cause an increase or decrease in the ENGINEERS' fee or time required for performance of any services under this Agreement, whether or not changed by any order, an equitable adjustment shall be made and this agreement shall be modified in writing accordingly. No service for which an additional compensation will be charged by the ENGINEERS shall be furnished without the written authorization of the VILLAGE.

3.9 All Reports, Drawings, Specifications, other documents, and magnetic media prepared or furnished by the ENGINEERS pursuant to this Agreement are instruments of service in respect to the PROJECT, and the ENGINEERS shall retain the right of reuse of said documents and magnetic media by and at the discretion of the ENGINEERS whether or not the PROJECT is completed. Reproducible copies of the ENGINEERS' documents and magnetic media for information and reference in connection with the use and occupancy of the PROJECT by the VILLAGE and others shall be delivered to and become the property of the VILLAGE upon request; however, the ENGINEERS' documents and magnetic media are not intended or represented to be suitable for reuse by the VILLAGE or others on additions or extensions of the PROJECT, or on any other project. Any such reuse without verification or adaptation by the ENGINEERS for the specific purpose intended will be at the VILLAGE's sole risk and without liability or legal exposure to the ENGINEERS, and the VILLAGE shall indemnify and hold harmless the ENGINEERS from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any furnishing of additional copies and verification or adaptation of the ENGINEERS' documents and magnetic media will entitle the ENGINEERS to claim and receive additional compensation from the VILLAGE. Magnetic media are furnished without guarantee of compatibility with the VILLAGE's software or hardware, and the ENGINEER's sole responsibility for such media is to furnish replacements of defective disks within 30 days after initial delivery.

3.10 The compensation for engineering services set forth in Section 2 hereof shall include supervision of any geotechnical subconsultant and/or laboratory services required by the ENGINEERS for the PROJECT, but the cost of such subconsultant and laboratory

services shall be a separate expense to the VILLAGE. The ENGINEERS shall make all necessary arrangements, subject to the prior approval by the VILLAGE, and employ qualified subconsultants for all geotechnical subconsultant and/or laboratory services, and the VILLAGE shall reimburse the ENGINEERS for the actual costs of the geotechnical subconsultant and/or laboratory services plus five percent (5%) service charge upon submission of proper invoices.

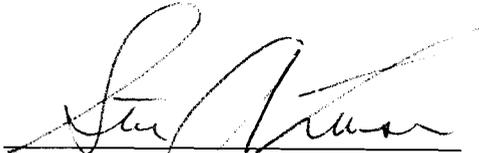
3.11 Any provision or part thereof of this Agreement held to be void or unenforceable under any law shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

3.12 This Agreement contains and embodies the entire and integrated agreement between parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral.

IN WITNESS WHEREOF, the parties hereto have caused the execution of this Agreement by their duly authorized officers as of the day and year first above written.

BAXTER & WOODMAN, INC.

VILLAGE OF PARK FOREST, ILLINOIS

By 
Vice President

By _____
President

March 29, 2007
Date of Signature

Date of Signature

(SEAL)

(SEAL)

ATTEST:

ATTEST:


Deputy Secretary

Clerk

Attachment



VILLAGE OF PARK FOREST, ILLINOIS
EXCESS FLOW TREATMENT FACILITY EVALUATION

EXHIBIT A

PROJECT DESCRIPTION

The VILLAGE's excess flow treatment facility is located on the Public Works site, just west of Western Avenue and north of Westwood Drive. The facility was designed to allow flow to be diverted from the 21-inch trunk sewer in the Central Sewer System during wet weather events, reducing its flow to the Thorn Creek Basin Sanitary District's treatment plant and alleviating its sanitary sewer overflows and basement backups within the VILLAGE's system. The diverted flow is treated by the existing primary clarifiers and disinfection before discharge to the Northeast Stormwater Drainage Ditch.

The PROJECT includes review of the existing excess flow treatment facility drawings, an inspection of the existing excess flow treatment facility, evaluating the capacity of the excess flow treatment facility, determining the required equipment replacements and preparing an engineering report to summarize our findings, including an ENGINEER's opinion of probable cost to refurbish the facility.

VILLAGE OF PARK FOREST, ILLINOIS
EXCESS FLOW TREATMENT FACILITY EVALUATION

EXHIBIT B

SCOPE OF SERVICES

1. ADMINISTRATION & MEETINGS – Confer with the VILLAGE Engineer and his staff, from time to time, to clarify and define the general scope, extent and character of the PROJECT. A maximum of two (2) meetings are anticipated with VILLAGE Staff.
2. PROJECT MANAGEMENT - Plan, schedule, and control the activities that must be performed to complete the PROJECT. These activities include but are not limited to budget, schedule, and scope.
3. EXISTING DRAWING REVIEW – Review the existing excess flow treatment facility drawings to become familiar with the facility prior to the site visit.
4. SITE VISIT - Inspect the existing excess flow treatment facility unit structures and equipment as to their conditions and suitability for continued use or modification for reuse.
5. ANALYSIS OF EXISTING FACILITY – Review and determine existing facilities capacities. Evaluate existing equipment condition and determine required equipment replacements.
6. ENGINEERING REPORT – Prepare an Engineering Report containing schematic layouts, sketches, conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved and setting forth the ENGINEER's findings and recommendations for the final design of the PROJECT. The Report shall include, but not be limited to the following:
 - A. A basis of design.
 - B. A site plan for the existing excess flow treatment facility (using existing drawings as a base) showing existing and proposed facilities.
 - C. An opinion of the probable project cost including construction, engineering services and contingencies necessary for completion of the PROJECT.
7. BOARD MEETING - Prepare exhibits for, and assist the VILLAGE with, the preparation of public information for the PROJECT and attend one (1) public meeting to present the Engineering Report for the PROJECT.