

AGENDA

SPECIAL RULES MEETING OF THE
BOARD OF TRUSTEES PARK FOREST, IL

Village Hall

6:00 p.m.

September 22, 2008

Strategic Planning

Adjournment

AGENDA

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

Village Hall

8:00 p.m.

September 22, 2008

Roll Call

1. Request for Authorization to Enter into An Engineering Services Agreement for Design of 2008/2009 Water Main Improvements
2. Request for Authorization to Enter into An Engineering Services Agreement for Small Lime Lagoon Closeout

Mayor's Comments

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: September 18, 2008

TO: President Ostenburg
Board of Trustees

FROM: Kenneth Eyer

RE: Request for authorization to enter into an Engineering Services Agreement for Design of 2008/2009 Water Main Improvements.

BACKGROUND/DISCUSSION:

The Public Works Department has programmed a total of 3 million dollars for Engineering services and construction to replace water main that is failing in the Village water distribution system for fiscal 2008/2009 budget. The 3 million dollars for this project is to be obtained through the South Suburban Mayors and Managers Bond Program. The Board has provided a pay back mechanism for this bond by putting a water main replacement fee on the water bill.

Baxter & Woodman Consulting Engineers has provided the Village with a proposed project schedule and payment schedule to assist in determining when the Village will need this funding. DPW and Finance proposes that the design engineering can be paid out of the water fund and reimbursed from the bond fund to expedite the project. Construction is projected for May, 2009.

As part of Baxter & Woodman's scope of services, they will update the water main replacement priority table from the Village's Water Main replacement Master Plan. Recommend the water mains to be replaced. Provide all necessary engineering services to design the replacement water main. For this service Baxter & Woodman proposes a lump sum fee of \$156,300.00. This does not include the fees for the soil borings. The fees for this work are estimated to be \$15,000.00 and will be paid directly, by the Village, to the geotechnical sub-consultant.

The Public Works Department requests that the Board authorize that the Village Manager to enter into agreement to provide engineering services to design the water main with Baxter & Woodman Consulting Engineers in the amount of \$156,300.00.

Mr. Steve Larson, from Baxter & Woodman will also be available to assist in answering questions to the Board.

SCHEDULE FOR CONSIDERATION: This item will appear on the Agenda of the Rules and Regular meeting of September 22, 2008 for discussion and consideration.

VILLAGE OF PARK FOREST, ILLINOIS
2009 WATER MAIN REPLACEMENTS

ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT is made this _____ day of _____ 2008, 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 2009 water main replacements, 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 the design and construction of the 2009 water main replacements, 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:

The ENGINEERS' fee for the final design services described in Exhibit B Sections 1 through 22 shall be a lump sum amount of \$156,300. ENGINEERS' Project No. 080820.40.

The VILLAGE shall also reimburse the ENGINEERS for geotechnical, subsurface utility exploration, and/or laboratory services as set forth in Paragraph 3.9.

2.1 The ENGINEERS' fee for the construction-related services described in Exhibit B Sections 23 through 25 shall be negotiated between these parties and this Agreement amended accordingly prior to the commencement of said services.

2.2 The ENGINEERS' fee for the additional services described in Exhibit B Section 26 shall be computed on the basis of their hourly billing rates plus reimbursement of out-of-pocket expenses including automobile travel.

SECTION 3. The parties hereto further mutually agree:

3.1 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.

3.2 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.

3.3 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 including reasonable attorney's fees to the extent that such claims, losses, damages or expenses are caused by the ENGINEERS' negligent errors, acts or omissions, but not including liability, claims, losses or damages due to the negligence of the VILLAGE or other consultants, contractors or subcontractors working for the VILLAGE, or their officers, agents and employees.

In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of the ENGINEERS and the VILLAGE they shall be borne by each party in proportion to its negligence.

The VILLAGE acknowledges that the ENGINEERS 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.

3.4 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:	\$5,000,000
(5)	Professional Liability	
	Per Claim and Aggregate:	\$5,000,000/\$5,000,000

3.5 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.

The VILLAGE and ENGINEERS agree to waive against each other all claims for special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the PROJECT.

3.6 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 judgment which can be reasonably expected from similarly situated professionals.

3.7 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.

3.8 All Reports, Drawings, Specifications, other documents, and electronic 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 electronic media by and at the discretion of the ENGINEERS whether or not the PROJECT is completed. Reproducible copies of the ENGINEERS' documents and electronic 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 electronic 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 electronic media will entitle the ENGINEERS to claim and receive additional compensation from the VILLAGE. Electronic media are furnished without guarantee of compatibility with the VILLAGE's software or hardware, and the ENGINEERS' sole responsibility for such media is to furnish replacements of defective disks within 30 days after initial delivery.

3.9 The compensation for engineering services set forth in Section 2 hereof shall include supervision of any geotechnical subconsultant, subsurface utility exploration subconsultant and/or laboratory services required by the ENGINEERS for the PROJECT. The ENGINEERS shall make all necessary arrangements, subject to the prior approval by the VILLAGE, and employ qualified subconsultants for all geotechnical subconsultant, subsurface exploration and/or laboratory services. The cost of such subconsultant services shall be a separate expense to the VILLAGE and the VILLAGE shall reimburse the ENGINEERS for the actual costs of the geotechnical subconsultant, subsurface exploration and/or laboratory services plus five percent (5%) service charge upon submission of proper invoices.

3.10 The VILLAGE will provide the site for the PROJECT, and it warrants that all known hazardous materials on or beneath the site have been identified to the ENGINEERS. The ENGINEERS shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, unidentified or undisclosed hazardous materials.

3.11 During the progress of the construction work under this Agreement, the ENGINEERS shall continuously monitor their costs and anticipated future costs, and if such monitoring indicates possible costs in excess of the amounts stated in Section 2 above, the ENGINEERS shall notify the VILLAGE of such anticipated increase, and the scope of services and/or the compensation for construction-related engineering services shall be adjusted by amendment to this Agreement. If the VILLAGE and the ENGINEERS cannot agree on the amount of extra compensation for said anticipated increase of engineering costs, this Agreement shall then be considered to be terminated to the mutual benefit of these parties, without penalty to either party.

3.12 The not-to-exceed amount for construction-related engineering services set forth in Section 2 above does not include any overtime hours for Resident Project Representatives. In the event the Contractor works more than eight (8) hours on any weekday, or works any time on Saturdays, Sundays or holidays, during which time Resident Project Representatives are required to be present, the VILLAGE shall pay the ENGINEERS extra compensation at the ENGINEERS' hourly rates on a time-and-a-half basis for all time of more than eight (8) hours on any weekday and all time on Saturdays, and on a double time basis for all time on Sundays and holidays.

3.13 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.

3.14 The ENGINEERS are an equal opportunity employer and hereby incorporate the requirements of 44 Ill. Adm. Code 750 APPENDIX A, Iowa City §§19B.7,541 IAC 4.5(19B) and WI Admin Code ER §§43.01-43.07 if applicable.

3.15 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.

3.16 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  By _____
Vice President President

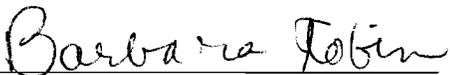
August 19, 2008 _____
Date of Signature Date of Signature

(SEAL)

(SEAL)

ATTEST:

ATTEST:

 _____
Deputy Secretary Clerk

Attachment

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DJW/bjt_8-13-08

VILLAGE OF PARK FOREST, ILLINOIS
2009 WATER MAIN REPLACEMENTS

EXHIBIT A

PROJECT DESCRIPTION

The PROJECT includes water main improvements consisting of replacement of approximately 13,000 lineal feet of existing 6-inch through 12-inch water mains on residential streets in the VILLAGE, as recommended in the VILLAGE's Water System Master Plan. The scope of the project includes updating Appendix B: Water Main Replacement List and Exhibit A: Water Main Replacement Rank from the Master Plan and recommending the pipe sections to be replaced by the PROJECT. The recommendations will be based on the priority for replacement, location, and the total project budget of three million dollars. This PROJECT includes replacing water services from the new corporation stop to the new water service (buffalo) box. The PROJECT does not include reconstruction of the streets, drainage structures, utilities, or drives except in those circumstances that existing improvements are damaged during construction. Where possible, the water main will be installed in the parkway outside of the pavement except at street crossings. Trenches will be restored with topsoil and sod or a pavement patch.

VILLAGE OF PARK FOREST, ILLINOIS
2009 WATER MAIN REPLACEMENTS

EXHIBIT B

SCOPE OF SERVICES

DESIGN DELIVERABLES/SUBDELIVERABLES

PRELIMINARY DESIGN

1. 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. Submit a weekly status report via email that describes the tasks completed that week and outlines goals for the following week.
2. CONDUCT PROJECT KICK-OFF MEETING
 - A PROJECT kick-off meeting with VILLAGE staff and the PROJECT team will be held for the PROJECT. The purposes of the meeting are to establish clear lines of communication, introduce the VILLAGE staff to the team members, and establish the VILLAGE's detailed needs, objectives, and goals for the PROJECT. The meeting will also be utilized to obtain information, plans, atlases, and other data to be supplied by the VILLAGE, and set schedules and guidelines for future design meetings.
3. EXISTING CONDITIONS/IN-HOUSE REVIEW
 - Review existing plans, atlases, plats, and reports.
 - Create lists of missing or conflicting data.
4. DATA REVIEW AND RECOMMENDATIONS
 - Analyze water main breaks since 2004 to update the water main replacement priority table from the VILLAGE's Master Plan.
 - Recommend the water mains to be replaced for the PROJECT based on the VILLAGE's budget and the replacement priority.
5. TOPOGRAPHIC SURVEY
 - Perform topographic survey of the PROJECT limits of natural and man made features along the water main route in order to develop base sheets for PROJECT plan drawings.

6. **CADD FOR TOPO SHEETS**
 - Develop base sheets of natural and man made features from topographic survey data, including creating lists of all deficient items for clarification at future site visits.
7. **SITE VISITS FOR DESIGNERS**
 - Conduct site visits by designer(s) of water main during the design phase to clarify any discrepancies on the plans, select routes for pipe, and investigate pipe installation methods.
8. **PRELIMINARY ENGINEERS' OPINION OF PROBABLE COST**
 - Prepare a preliminary opinion of probable cost for selected pipeline route, including costs for construction of the improvements, construction engineering, legal fees, and contingencies.
9. **MEETINGS WITH VILLAGE STAFF**
 - Conduct 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 one preliminary "red" line meeting, where the initial layout of the water main is approved prior to insertion into the plans, one meeting at approximately 75 percent completion, and one final meeting at 95 percent completion.
10. **UTILITIES – CONTACTS AND COORDINATION**
 - Conduct a Design Locate with JULIE, which consists of obtaining names and phone numbers of all utilities located within the work area.
 - Contact utilities, obtain atlases where available, and provide preliminary plan sheets to utility companies for their markup and return.

DETAILED DESIGN

11. **PROJECT MANAGEMENT**
 - Prepare Design Documents consisting of Drawings showing the general scope, extent and character of construction work to be furnished and performed by the Contractor(s) selected by the VILLAGE.
 - Coordinate the selection of a geotechnical subconsultant to make soil borings, collect and analyze soil samples, determine groundwater levels and prepare a written report for structural design.
12. **CADD FOR DETAILED DESIGN**
 - Provide detailed computer-aided drafting of water main and appurtenances locations and construction requirements.
 - Indicate location of all utilities that can be obtained from utility company atlases.

- Create all legends, general notes, and designer instructions to contractors, to create a final set of construction drawings.
13. PLANS
- Prepare Design Documents consisting of Drawings showing the general scope, extent and character of construction work to be furnished and performed by the Contractor(s) selected by the VILLAGE.
14. SPECIFICATIONS
- Prepare for review and approval by the VILLAGE and its legal counsel the forms of Construction Contract Documents consisting of Advertisement for Bids, Bidder Instructions, Bid Form, Agreement, Performance Bond Form, Payment Bond Form, General Conditions, and Supplementary Conditions, where appropriate, based upon documents prepared by the Engineers Joint Contract Document Committee (EJCDC).
15. 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 corrections based upon comments from both engineering and construction department comments.
16. ENGINEERS' OPINION OF PROBABLE COST
- Prepare a final opinion of the probable total PROJECT cost including construction cost, construction engineering services, contingencies, and, on the basis of information furnished by the VILLAGE, allowances for legal services, financial consultants, and any administrative services or other costs necessary for completion of the PROJECT.

AGENCY PERMIT SUBMITTALS

17. IEPA/DPWS
- Submit the design documents to the agency for permit to construct, own, and operate the PROJECT.

LOAN/GRANT SUBMITTALS

18. IEPA WATER
- Provide necessary documentation for specifications to comply with loan or grant requirements.

PROJECT BID

19. **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 bidders' questions during bid period.
20. **ADDENDUMS**
 - Issue necessary addenda to all plan holders as necessary.
21. **ATTEND BID OPENING**
 - Attend bid opening with VILLAGE personnel and assist in reviewing and checking of bid package submittals as required.
22. **TABULATE BIDS & ISSUE LETTER OF RECOMMENDATION**
 - Tabulate all bids received and review all bid submittals to verify bid is responsive and responsible.
 - Issue a Letter of Recommendation to Award the construction contract to the VILLAGE for their action.

CONSTRUCTION SERVICES DELIVERABLES

23. Act as the VILLAGE's representative with duties, responsibilities and limitations of authority as assigned in the Construction Contract Documents.
24. **GENERAL CONSTRUCTION ADMINISTRATIONS**
 - Attend the preconstruction conference, and review the Contractor's proposed construction schedule and list of subcontractors.
 - Review and approve Shop Drawings, Manufacturer's Literature, Samples, and other submittals by the contractor, but only for compliance with the Drawings and Specifications as to quality of materials and performance of equipment. Such review shall not be construed as relieving the Contractor of the responsibility to meet requirements of the Construction Contract Documents.
 - Review the Contractor's requests for payments as construction work progresses, and advise the VILLAGE of the amounts due and payable to the Contractor in accordance with the terms of the Construction Contract Documents.
 - Prepare Construction Contract Change Orders when authorized by the VILLAGE.
 - Provide construction inspection services when requested by the Contractor/VILLAGE to prepare written punch lists during substantial and final completion inspections, review the Contractor's written guarantees, and issue an opinion of satisfactory completion for acceptance of the PROJECT by the VILLAGE.

- Prepare construction record drawings which show field measured dimensions of the completed work which the ENGINEERS consider significant and provide the VILLAGE with one set of reproducible record drawings and all equipment operation and maintenance manuals within ninety (90) days of the PROJECT completion.

25. RESIDENT PROJECT REPRESENTATIVE

- Provide Resident Project Representatives at the construction site on either a full-time basis of forty (40) hours per week from Monday through Friday, not including legal holidays, or on a periodic part-time basis from the ENGINEERS' office of not more than eight (8) hours per regular weekday, as deemed necessary by the ENGINEERS, to stake-out construction lines and grades, 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. The construction Contractor is a separate company from the ENGINEERS. The VILLAGE understands and acknowledges that the ENGINEERS are not responsible for the Contractor's construction means, methods, techniques, sequences or procedures, time of performance, compliance with Laws and Regulations, or safety precautions and programs in connection with the PROJECT, and the ENGINEERS do not guarantee the performance of the Contractor and are not responsible for the Contractor's failure to execute the work in accordance with the Construction Contract Documents.
- Provide the necessary base lines, benchmarks, and reference points to enable the Contractor to proceed with the work.
- 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 VILLAGE of the construction progress and working days charged against the Contractor's time for completion.

26. POST-COMPLETION AND WARRANTY ENFORCEMENT WORK

- Provide construction-related engineering services including, but not limited to, General Construction Administration and Resident Project Representative Services after the original construction contract final completion date for the PROJECT.
- Provide construction-related engineering services regarding warranty work by the Contractor after the PROJECT, or parts thereof, has been accepted for operational use by the VILLAGE. Such services will include, but not be limited to assistance to the VILLAGE in enforcing the Contractor's guaranty to repair or replace defective work within the warranty time stated in the Construction Contract Documents for the PROJECT.

Village of Park Forest
 2009 Water Main Replacements
 Proposed Payment Schedule

Month	Design				Construction Engineering		
	Month No.	%	Monthly	Cumulative	%	Monthly	Cumulative
Design Phase							
Sep-08	1	No Pay Request					
Oct-08	2	12.5%	\$ 21,413	\$ 21,413			
Nov-08	3	25.0%	\$ 21,413	\$ 42,825			
Dec-08	4	37.5%	\$ 21,413	\$ 64,238			
Jan-09	5	50.0%	\$ 21,413	\$ 85,650			
Feb-09	6	62.5%	\$ 21,413	\$ 107,063			
Mar-09	7	75.0%	\$ 21,413	\$ 128,475			
Apr-09	8	87.5%	\$ 21,413	\$ 149,888			
May-09	9	100.0%	\$ 21,413	\$ 171,300			
			\$ 171,300				
Construction Phase							
May-09	1	No Pay Request					
Jun-09	2	No Pay Request					
Jul-09	3	10%	\$ 259,392	\$ 259,392	10%	\$ 23,478	\$ 23,478
Aug-09	4	25%	\$ 389,088	\$ 648,479	20%	\$ 23,478	\$ 46,957
Sep-09	5	42%	\$ 440,966	\$ 1,089,445	30%	\$ 23,478	\$ 70,435
Oct-09	6	60%	\$ 466,905	\$ 1,556,350	40%	\$ 23,478	\$ 93,913
Nov-09	7	75%	\$ 389,088	\$ 1,945,438	50%	\$ 23,478	\$ 117,391
Dec-09	8	84%	\$ 233,453	\$ 2,178,891	60%	\$ 23,478	\$ 140,870
Jan-10	9	89%	\$ 129,696	\$ 2,308,586	70%	\$ 23,478	\$ 164,348
Feb-10	10	91%	\$ 51,878	\$ 2,360,465	80%	\$ 23,478	\$ 187,826
Mar-10	11	94%	\$ 77,818	\$ 2,438,282	90%	\$ 23,478	\$ 211,304
Apr-10	12	100%	\$ 155,635	\$ 2,593,917	100%	\$ 23,478	\$ 234,783
			\$ 2,593,917			\$ 234,783	

Total Construction cost	\$ 2,593,917	
Design engineering (including Soil Borings)	\$ 171,300	6.6% of construction
Estimated Construction Engineering	\$ 234,783	9% of construction
Total Project Cost	\$ 3,000,000	

AGENDA BRIEFING

DATE: September 18, 2008

TO: President Ostenburg
Board of Trustees

FROM: Kenneth Eyer

RE: Request for authorization to enter into an Engineering Services Agreement for small lime lagoon closeout.

BACKGROUND/DISCUSSION:

Previously, the Public Works Department requested Baxter and Woodman, on behalf of the Village, to look into options for abandoning the small lime lagoon that is next to the million gallon water storage tank in the Public Works yard. When the new water plant was placed into service, the small lime lagoon became a liability as it now serves no purpose.

Baxter and Woodman found that there are two options to close the lime lagoon. The first option is remove all the lime and replace with clean fill. At first look this would appear to a good option as it is a small area but; previous history of the site shows that lime may extend under the public works yard making the clean up of the site cost prohibitive compared to the second option.

The second option would be to cap the lagoon with three (3) feet of clean fill then monitor the ground water. This is covered in detail with the attached letter from Baxter & Woodman. Baxter and Woodman estimates the cost to close the lagoon using option 2 to be \$173,500.00. The IEPA will require an additional five (5) years of ground water monitoring after the first year to properly close this lagoon.

Baxter & Woodman Consulting Engineers has provided the Village with an estimate of cost per year through the life of the project for budget purposes. The first year is estimated to be \$63,000.00. In the 2008/2009 budget there are sufficient funds provided in the Water fund to accomplish this task under capital outlays (Interim Remediation).

Baxter & Woodman has submitted a proposal for Engineering Services in the amount not to exceed \$116,000.00 for the duration of the project. This is covered in Exhibit B under Estimated Costs.

The Public Works Department requests that the Board authorize that the Village Manager to enter into agreement to provide engineering services to close the small lime lagoon with Baxter & Woodman Consulting Engineers in the amount of \$116000.00.

Mr. Steve Larson, from Baxter & Woodman will also be available to assist in answering questions to the Board.

SCHEDULE FOR CONSIDERATION: This item will appear on the Agenda of the Rules and Regular meeting of September 22, 2008 for discussion and consideration.



Mr. Kenneth A. Eyer, P.E.
Director of Public Works & Village Engineer
Village of Park Forest
350 Victory Drive
Park Forest, Illinois 60466

August 26, 2008

Subject: Village of Park Forest – Lagoon Closing Engineering Service Agreement

Dear Mr. Eyer:

The Illinois Environmental Protection Agency (IEPA) is requiring the closure of the small lime lagoon located at the Village of Park Forest's Water Treatment Plant (WTP). Baxter & Woodman, Inc. (BWI) has contacted several of the IEPA's staff in researching the closure requirements and possible closure options. Based on our discussions with the IEPA, and review of pertinent regulations, BWI developed two distinct options available to the Village for closure. The first option is to remove and dispose of the all lime sludge, and refill the excavation with clean fill. The second option is to treat the lagoon as a landfill and follow the IEPA's requirements for landfill closure. Based upon the uncertainty of the quantity of lime sludge present in the WTP lagoon, it is our recommendation that the Village pursue lagoon closure via the second option of Landfill Closure.

Landfill Closure

The IEPA has stated that prior use of this area as a lime sludge bed qualifies it as a "Permit Exempt Inert Solid Waste Landfill". Even though the IEPA qualifies this type of a landfill as exempt from permits, the State requires that a permit application be submitted as the means to establish a State record of the site as a landfill.

Closure of the WTP lagoon as a Permit Exempt Inert Solid Waste Landfill requires the following: filing a landfill permit application, placing a minimum of three feet of clean cover over the lime sludge, installation of at least four groundwater monitoring wells, and ongoing quarterly sampling of the groundwater. After the first quarterly sampling event, a report must be submitted to the IEPA with the results of the initial groundwater sampling. At the end of the first year and each year thereafter, an annual letter report must be submitted to the IEPA. The IEPA stated that assuming no contamination is present in the groundwater, closure may be granted after the additional five years of groundwater monitoring. Assuming all

8678 Ridgely Road

Crystal Lake, IL 60012

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Fax 815.455.0450

info@baxterwoodman.com

groundwater monitoring results indicate there is no contamination present in the lagoon groundwater, BWI would negotiate with the IEPA for reduced analytical requirements which could then reduce the annual monitoring costs. In addition, depending on the analytical results, BWI would seek closure after each year of groundwater monitoring.

BWI will prepare the permit application, coordinate with the Village for the dewatering of the lagoon and placement of the three feet of cover, hire the monitoring well installation subcontractor and perform the groundwater monitoring well sampling tasks. BWI will also handle all IEPA reporting requirements.

The Village will be responsible for hiring the lagoon dewatering and cover placement subcontractor in accordance with design and bidding documents prepared by BWI. In addition, the Village will be responsible for the laboratory analytical costs.

Estimated costs associated with this option are broken down based on the necessary Village annual budgets:

2008 – 2009 annual costs	
BWI costs	\$ 35,000.00
Village costs	<u>28,000.00</u>
Estimated total 2008 – 2009 annual budget	\$ 63,000.00
2009 – 2010 annual costs	
BWI costs	\$ 15,000.00
Village costs	<u>5,000.00</u>
Estimated total 2009 – 2010 annual budget	\$ 20,000.00
2010 – 2011 annual costs	
BWI costs	\$ 16,000.00
Village costs	<u>6,000.00</u>
Estimated total 2010 – 2011 annual budget	\$ 22,000.00
2011 – 2012 annual costs	
BWI costs	\$ 17,000.00
Village costs	<u>6,050.00</u>
Estimated total 2011 – 2012 annual budget	\$ 23,500.00



Mr. Kenneth Eyer, PE
Village of Park Forest

August 18, 2008
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2012 – 2013 annual costs	
BWI costs	\$ 18,000.00
Village costs	<u>7,050.00</u>
Estimated total 2012 – 2013 annual budget	\$ 25,000.00
Final year of sampling and closure reporting	
2013 – 2014 annual costs	
BWI costs	\$ 15,000.00
Village costs	<u>5,050.00</u>
Estimated total 2012 – 2013 annual budget	\$ 20,000.00
Estimated BWI project budget	\$ 116,000.00
Estimated Village project budget	\$ 57,500.00
Estimated total project budget	\$ 173,500.00

Our engineering fee for the stated scope of services is based upon our standard hourly rates of compensation for actual work time performed plus reimbursement for subcontractor costs and out-of-pocket expenses including travel.

Please give me or Hank Martin a call should you have any questions or need additional information.

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

Very truly yours,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS

A handwritten signature in black ink, appearing to read "Steven G. Zehner".

Steven G. Zehner, PE
Environmental Department Manager

SGZ: THM:mk
C: Ronald Erickson

VILLAGE OF PARK FOREST, ILLINOIS
SMALL LAGOON CLOSURE

ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT is made this _____ day of _____ 20____, 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 Small Lagoon Closure, 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 capping the existing lime slurry lagoon, monitoring the groundwater and Illinois Environmental Protection Agency (IEPA) Landfill Closure reporting, 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 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 professional engineering services described in Exhibit B Sections 1 through 8 shall be the estimated amount of \$116,000, ENGINEERS' Project No. 081019.30.

SECTION 3. The parties hereto further mutually agree:

3.1 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.

3.2 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 reports and other documents completed by the ENGINEERS.

3.3 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 including reasonable attorney's fees to the extent that such claims, losses, damages or expenses are caused by the ENGINEERS' negligent errors, acts or omissions, but not including liability, claims, losses or damages due to the negligence of the VILLAGE or other consultants, contractors or subcontractors working for the VILLAGE, or their officers, agents and employees.

In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of the ENGINEERS and the VILLAGE they shall be borne by each party in proportion to its negligence.

The VILLAGE acknowledges that the ENGINEERS 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.

3.4 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:	\$5,000,000
(5)	Professional Liability	
	Per Claim and Aggregate:	\$5,000,000/\$5,000,000

3.5 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.

The VILLAGE and ENGINEERS agree to waive against each other all claims for special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the PROJECT.

3.6 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 judgment which can be reasonably expected from similarly situated professionals.

3.7 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.

3.8 All Reports, Drawings, Specifications, other documents, and electronic 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 electronic media by and at the discretion of the ENGINEERS whether or not the PROJECT is completed. Reproducible copies of the ENGINEERS' documents and electronic 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 electronic 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 electronic media will entitle the ENGINEERS to claim and receive additional compensation from the VILLAGE. Electronic media are furnished without guarantee of compatibility with the VILLAGE's software or hardware, and the ENGINEERS' sole responsibility for such media is to furnish replacements of defective disks within 30 days after initial delivery.

3.9 The ENGINEERS are an equal opportunity employer and hereby incorporate the requirements of 44 Ill. Adm. Code 750 APPENDIX A, Iowa City §§19B.7,541 IAC 4.5(19B) and WI Admin Code ER §§43.01-43.07 if applicable.

3.10 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.

3.11 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 *David R. Gault*
President / CEO

By _____
President

August 26, 2008
Date of Signature

Date of Signature

(SEAL)

(SEAL)

ATTEST:

ATTEST:

Laurence E Thomas
Secretary

Clerk

Attachment

\\BWFile\BW\PRJ\PRKFT\081019-10-Proposal\081019.30 ESA.DOC

VILLAGE OF PARK FOREST, ILLINOIS
SMALL LAGOON CLOSURE

EXHIBIT A

PROJECT DESCRIPTION

The PROJECT consists of the tasks necessary to receive closure of the Water Treatment Plant (WTP) lagoon as a Permit Exempt Inert Solid Waste Landfill in accordance with the requirements of the IEPA. Tasks include the following: filing a landfill permit application, placing a minimum of three feet of clean cover over the lime sludge, installation of at least four groundwater monitoring wells, and ongoing quarterly sampling of the groundwater. After the first quarterly sampling event, a report will be submitted to the IEPA with the results of the initial groundwater sampling. At the end of the first year and each year thereafter, an annual letter report will be submitted to the IEPA. The IEPA stated that assuming no contamination is present in the groundwater, closure may be granted after the additional five years of groundwater monitoring. Assuming all groundwater monitoring results indicate there is no contamination present in the lagoon groundwater, BWI would negotiate with the IEPA for reduced analytical requirements, which could then reduce the annual monitoring costs. In addition, depending on the analytical results, BWI would seek closure after each year of groundwater monitoring.

VILLAGE OF PARK FOREST, ILLINOIS
SMALL LAGOON CLOSURE

EXHIBIT B

SCOPE OF SERVICES

PERMIT EXEMPT SOLID WASTE LANDFILL CLOSURE

1. 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. Submit a weekly status report via email that describes the tasks completed that week and outlines goals for the following week.
2. CONDUCT PROJECT KICK-OFF MEETING
 - A PROJECT kick-off meeting with VILLAGE staff and the PROJECT team will be held for the PROJECT. The purposes of the meeting are to establish clear lines of communication, introduce the VILLAGE staff to the team members, and establish the VILLAGE's detailed needs, objectives, and goals for the PROJECT. The meeting will also be utilized to obtain information, plans, atlases, and other data to be supplied by the VILLAGE, and set schedules and guidelines for future design meetings.
3. LANDFILL CLOSURE PERMIT
 - Prepare permit application for submittal to the IEPA.
4. PLACEMENT OF CAP OVER LAGOON
 - Coordinate with the VILLAGE for fill materials and lagoon dewatering.
 - Prepare design and bidding documents for the installation of three feet of cover over existing lagoon in accordance with the permit requirements.
5. MONITORING WELL INSTALLATION
 - Select the best locations for installation of four groundwater monitoring wells.
 - Coordinate with the VILLAGE and hire the subcontractor for the actual flow monitoring well installation work.
6. QUARTERLY GROUNDWATER MONITORING
 - Visit the lagoon closure site on a quarterly basis and obtain samples of the groundwater from each monitoring well.

- Submit groundwater samples to a certified laboratory for analysis of the permit designated parameters.
7. IEPA REPORTING
- Prepare a written report outlining our findings of the initial first quarter groundwater monitoring results for submittal to the IEPA.
 - Prepare a written annual report outlining our findings of the first four quarters of groundwater monitoring results for submittal to the IEPA, and for the next four years of monitoring.
 - Seek reduction of permit required monitoring from the IEPA based on the groundwater monitoring results.
8. IEPA CLOSURE
- Prepare a written report outlining our findings of the five years of groundwater monitoring results as demonstration for closure of the lagoon as a Permit Exempt Inert Solid Waste Landfill.
 - Provide groundwater monitoring well abandonment services upon acceptance of closure documentation from the IEPA.

ESTIMATE OF COSTS

Our engineering fee for the stated scope of services is based upon our standard hourly rates of compensation for actual work time performed plus reimbursement for monitoring well subcontractor fees, and out-of-pocket expenses including travel which in total will not exceed \$116,000.

I:\PRKFT\081019-10-Proposal\081019.30 Exhibit B.DOC

AGENDA
REGULAR MEETING OF THE BOARD OF TRUSTEES
PARK FOREST, IL

Village Hall

8:00 p.m.

September 22, 2008

Roll Call

Pledge of Allegiance

Reports of Village Officers

Mayor
Village Manager

Village Attorney
Village Clerk

Reports of Commission Liaisons and Committee Chairpersons

Citizens Comments, Observations, Petitions

Motion: Approval of Consent

CONSENT:

1. Motion: Approve the Minutes of the Saturday Rules Meeting of September 6, 2008
2. Motion: A Motion to Approve the Purchase of a Dump Truck/Snow-Fighter
3. Motion: A Motion to Award An Emergency Sanitary Sewer Replacement Project with Western Utility Contractors, Inc.
4. Motion: A Motion to Request Authorization to Enter into An Engineering Services Agreement for Design of 2008/2009 Water Main Improvements
5. Motion: A Motion to Request Authorization to Enter into An Engineering Services Agreement for Small Lime Lagoon Closeout
6. Motion: A Motion to Request Authorization to Contract with Matthew Paving for Asphalt Restoration

DEBATABLE:

Adjournment

NOTE: Copies of all agenda items are available in the Manager's Office

MOTIONS

MOVED that the Consent Agenda and each item contained therein be hereby approved:

1. MOVED, that the Mayor and Board of Trustees approve the minutes of the Saturday Rules Meeting of September 6, 2008
2. MOVED, that the Mayor and Board of Trustees authorize a purchase of one 2 ½ ton dump truck/snow-fighter from International Truck & Engine Corp. of Springfield, IL at a cost of \$95,245.00.
3. MOVED, that the Manager is authorized to Award An Emergency Sanitary Sewer Replacement Project with Western Utility Contractors, Inc. of University Park, IL in the amount of \$30,425.00 with a 15% contingency for a total amount not to exceed \$34,988.75.
4. MOVED, that the Manager is authorized to Enter into An Engineering Services Agreement for Design of 2008/2009 Water Main Improvements at a cost of \$156,300.00
5. MOVED, that the Manager is authorized to Enter into An Engineering Services Agreement for Small Lime Lagoon Closeout at a cost of \$116,000.00.
6. MOVED, that the Manager is authorized to contract with Matthew Paving, Inc. for restoration of asphalt caused by water main breaks in the amount of \$24,244.10 and a \$10,000 contingency.

9/22/08

**VILLAGE OF PARK FOREST
BOARD OF TRUSTEES
SATURDAY RULES MEETING
September 6, 2008**

PRESENT: Village Trustees Mae Brandon, Bonita Dillard, Gary Kopycinski, Ken Kramer, Robert McCray and Georgia O'Neill; Village Manager Tom Mick; Director of Recreation and Parks John Joyce

ALSO

PRESENT: Resident Kim Elmore-Perkins

Senior Trustee Kramer called the meeting to order at 10:03 a.m.

Manager Mick updated the Board on upcoming events. He stated that there would be a meeting with residents to discuss the proposed Dog Park on Tuesday, September 9 at Village Hall. He reviewed with the Board the dates for the Board Strategic Planning sessions. Manager Mick also reviewed the upcoming Board meeting schedule. He stated that there will be a Board workshop before the Board meeting on October 20 to discuss the findings of the Strategic Planning Study and Plan Commission recommendations regarding the study.

Manager Mick stated that the Village would like to adopt an ordinance requiring the purchase of transfer stamps when co-ops shares are sold. He explained that this would level the playing field between co-ops and single family residences related to transfer stamps. Manager Mick stated that the hope is to have the ordinance in effect January 1.

Director of Recreation and Parks John Joyce provided information on the number of participants in the Scenic 5 race and surrounding activities. He also provided information on Park Forest resident participation in the events. The Board discussed the Scenic 5 race and Youth Day. Ideas were presented for other options for activities for the day. Manager Mick commented that the Scenic 5 was an event that the Village can be proud of. He commended the Recreation and Parks and Village staff for the good job they did in making the event a success. He added that the hope is that the day will continue to evolve with more activities that will appeal to different segments of the community. Manager Mick stated that the Village is looking for feedback from the community on the event.

Mr. Joyce stated that letters were sent to residents in the Winnebago Park area inviting them to attend the Tuesday evening meeting regarding the Dog Park. He stated that the residents will be presented with the plan for the proposed Dog Park, and the Village will be seeking resident feedback on the project. Manager Mick pointed out the site of the proposed Dog Park on the map and invited the Board members to drive by the site. The Board discussed the proposed Dog Park.

Trustee Kopycinski requested that the Board issue a proclamation honoring Marian Catholic High School on the event of its 50th anniversary.

There being no further business, Trustee Kramer requested a motion to adjourn. Trustee Brandon made a motion, seconded by Trustee Kopycinski, to adjourn the meeting at 11:10 a.m. All in favor.

Respectfully submitted,

Phyllis Dyrda, Recorder

AGENDA BRIEFING

DATE: September 17, 2008

TO: President Ostenburg
Board of Trustees

FROM: Kenneth Eyer

RE: Request to enter into contract to purchase one 2-1/2 ton dump truck / snow-fighter

BACKGROUND/DISCUSSION:

The Village of Park Forest fiscal year 2008/2009 budget allowed \$100,000.00 for the replacement of truck number 611. This unit is a 1991 GMC 2-1/2 ton dump truck / snow-fighter that reached the end of its useful life.

This truck can be purchased utilizing State of Illinois department of Central Management Services joint purchasing program to acquire trucks from Bid 222438, Contract/PSD # 401548.

This contract is with International Truck & Engine Corporation, C/O Prairie International Trucks, Incorporated, 401 South Dirksen Parkway, Springfield, Illinois 62703. This contract provides a 2009 International model 7400 4x2 chassis and body installed by Monroe Truck Equipment. The cost of this unit with plow and spreader is \$95,245.00. The unit meets the requirements of the Village. Delivery of this unit can be expected to be within 6 months. The Village has four similar units that were delivered in calendar years 2003, 2005 and 2007 by Prairie International.

There are sufficient funds to purchase this unit. The Public Works Department requests the Village Board of Trustees authorize the issuance of a purchase order to Prairie International Truck in the amount of \$95,245.00 for the purchase of this truck.

SCHEDULE FOR CONSIDERATION: This item will appear on the Agenda of the regular meeting of September 22, 2008 for consideration.

AGENDA BRIEFING

DATE: September 19, 2008

TO: President Ostenburg
Board of Trustees

FROM: Roderick Ysaguirre – Department of Public Works

RE: Awarding of an emergency Sanitary Sewer Replacement Project with Western Utility Contractors, Inc.

BACKGROUND/DISCUSSION:

During the annual Cleaning and Televising project performed by National Power Rodding this past fall, DPW was made aware of a collapsing sanitary sewer located within the Will and Cook County boundary line easement at the intersection of South Orchard and Shabbona Drive. National Power Rodding was unable to clean and televise the entire sewer line. DPW made another attempt to have Insitu-Form clean, televise, then line this sewer during the annual Reconstruction (Lining) project, but they were unable to perform the work as well. The sewer remains draining properly but DPW witnessed the removal of broken sewer pipe from the minimal footage that was cleaned and televised. Therefore, the sewer pipe is broken, structurally unsound, and may collapse. DPW then sought proposals for replacing this sewer by three different methods, from two different contractors who have done excellent work for the Village before. Western Utility Contractors, Inc. from University Park submitted the lowest proposals for all three methods. See Attached Proposals.

DPW recommends alternative #1 – Pipe Bursting w/ Certa-Lok PVC for this project. The Certa-Lok PVC is an overall stronger pipe, easier to connect, and easier to install. The HDPE pipe is not as strong. The method requires fusing the PVC together and if not fused properly, it can cause problems during installation and long term. The Certa-Lok PVC was recently used for the Monee Rd. Water Main Replacement Project with no problems. Western Utility Contractors Inc., located in University Park IL, was the lowest alternative #1 proposal in the amount of \$30,425.00 dollars.

This work will be paid for from the Sewer Fund where \$40,000 dollars has been budgeted for this work.

RECOMMENDATION: Award this emergency Sanitary Sewer Replacement contract to Western Utility Contractors, Inc. from University Park, IL in the amount of \$30,425.00 with a 15% contingency for a total amount not to exceed \$34,988.75 dollars.

SCHEDULE FOR DISCUSSION: This item will appear on the Agenda of the Regular meeting of September 22, 2008 for your discussion.



Western Utility Contractors, Inc.

2565 Palmer Avenue
 University Park, IL
 PH: (708) 235-1408
 FX: (708) 235-1410

Proposal No.: SW08-254

Name:	Village of Park Forest	Date:	8/15/2008
			Shabbona & S.
		Location:	Orchard
Address:	350 Victory Lane		Easement.
City:	Park Forest	State	IL
Attention:	Ken	ZIP	60466
		Description:	San Sewer Replacement

Western Utility Contractors, Inc. are pleased to submit a proposal for construction work at the project in accordance with plans and specifications as prepared by:

Site visit on 8-11-08

Qty	Description	Unit Price	TOTAL
<u>San Sewer Replacement, Pipe Bursting W/HDPE</u>			
240	Lineal Feet of 8" HDPE DR 11 Sanitary Sewer Replacement	\$ 77.25	\$ 18,540.00
1	Lump Sum for By-pass Pumping	\$ 2,100.00	\$ 2,100.00
1	Lump Sum for Traffic Control	\$ 175.00	\$ 175.00
2	Each of a Connection To Existing Manhole	\$ 1,375.00	\$ 2,750.00
28	Square Yards of Black Dirt, Seed, & Blanket Restoration	\$ 45.00	\$ 1,260.00
100	Square Feet of Sidewalk Removal & Replacement	\$ 14.50	\$ 1,450.00
16	Cubic Yards of Spoil Removal	\$ 25.25	\$ 404.00
8	Cubic Yards of CA-7 Trench Backfill under Sidewalk	\$ 33.25	\$ 266.00
1	Each of Testing and Televising of Sanitary Sewer	\$ 1,740.00	\$ 1,740.00
Total Sewer Replacement with HDPE			\$ 28,585.00
Alternate #1			
<u>San Sewer Replacement, Pipe Bursting W/Certa-Lok PVC</u>			
240	Lineal Feet of 8" Certa-Lok PVC DR 18 Sanitary Sewer Replacement	\$ 84.50	\$ 20,280.00
1	Lump Sum for By-pass Pumping	\$ 2,100.00	\$ 2,100.00
1	Lump Sum for Traffic Control	\$ 175.00	\$ 175.00
2	Each of a Connection To Existing Manhole	\$ 1,375.00	\$ 2,750.00
28	Square Yards of Black Dirt, Seed, & Blanket Restoration	\$ 45.00	\$ 1,260.00
100	Square Feet of Sidewalk Removal & Replacement	\$ 14.50	\$ 1,450.00
16	Cubic Yards of Spoil Removal	\$ 25.25	\$ 404.00
8	Cubic Yards of CA-7 Trench Backfill under Sidewalk	\$ 33.25	\$ 266.00
1	Each of Testing and Televising of Sanitary Sewer	\$ 1,740.00	\$ 1,740.00
Total Sewer Replacement with Certa-Lok			\$ 30,425.00
Alternate #2			
<u>San Sewer Replacement, Open Cut w/PVC SDR 26</u>			
1	Lump Sum Budget for Comparison to Pipe Bursting	\$ 41,809.75	\$ 41,809.75

M & J Underground, Inc.

P.O. Box 164
Monee, IL 60449

Phone: (708) 534-6434 Fax: (708) 534-6521

Attn: Roderick Ysaguirre
Village of Park Forest
350 Victory Lane
Park Forest, IL 60466
V: 503-7702
F: 503-6599

Job #: 08137

RE: Sanitary Sewer Replacement
Shabbona & South Orchard
Park Forest

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>BI D UNIT</u>	<u>AMOUNT</u>
<i>Sanitary Sewer 8" HDPE</i>				
1	Connect to existing Manhole	2	ea	
2	Directional Drill 8" HDPE	240	lf	
3	Remove & Replace Sidewalk	100	sf	
4	Trench Backfill	9	cy	
5	Spoil Removal	18	cy	
Total Sanitary Sewer 8" HDPE				\$32,489.00
<i>Sanitary Sewer 8" C-900 Certa Loc</i>				
1	Connect to existing Manhole	2	ea	
2	Directional Drill 8" C-900 Certa Loc	240	lf	
3	Remove & Replace Sidewalk	100	sf	
4	Trench Backfill	9	cy	
5	Spoil Removal	18	cy	
Total Sanitary Sewer 8" C-900				\$34,230.00
<i>Sanitary Sewer Open Cut</i>				
1	Connect to existing Manhole	2	ea	
2	Remove & Replace 8" PVC SDR-26	240	lf	
3	Remove & Replace SideWalk	100	sf	
4	Trench Backfill	9	cy	
5	Spoil Removal	67	cy	
Total Sanitary Sewer Open Cut				\$44,350.00

**No tee connections included in this proposal. Tee connections would be billed at a time & material rate.
Proposal does not include restoration of grass areas. Proposal does include sidewalk to be restored.**

Standard Contract Terms & Conditions

- 1 Price to be based on per unit installed. Payment shall be due upon completion of work. Failure of local government to reduce your letter of credit does not relieve the owner from prompt payment. If complete payment is not made within 30 days of invoicing, a 1.5% finance charge per month will be applied until paid in full.
- 2 Any additional work not included in this proposal requires signed authorization from the project owner or a representative of the project owner before the additional work can proceed. Additional work shall be billed on a time and material basis.
- 3 If there should exist any other contract document, these terms and conditions shall be in addition to the contract. Due to the specific nature of the work, if there are conflicts or discrepancies, these terms and conditions shall preempt any and all other documents.
- 4 We reserve the right to reject this proposal unless accepted and work and payment in full within 30 days. If payment is not made per terms of Note #1, there will be a \$250.00 service charge added to the contract to cover the cost of securing our lien rights. Customer will pay all attorney fees and court costs incurred to collect past due balance.
- 5 The above prices do not include any permit fees, licensing fees or bonds if required.
- 6 Upon the commencement of our scope of work, it is agreed that the Job Site Subgrade will be within a tenth of one foot of proposed subgrade, unless otherwise deemed acceptable in writing by M & J Underground, Inc.
- 7 M&J Underground will perform one punch list, which is to be received by M&J Underground from the local government agency within 30 days of final invoice. Any subsequent punch list will be invoiced on a time and material basis.
- 8 Not responsible for dewatering which cannot be accomplished by use of standard 3" trash-pump. All construction staking/layout to be performed by others. We are not responsible for changes due to conflicting grades, utilities and/or elevations. We are not responsible for the determination of design crossing conflicts.

AGENDA BRIEFING

DATE: September 19, 2008

TO: President Ostenburg
Board of Trustees

FROM: Kenneth Eyer

RE: Request to enter into contract for the restoration of asphalt caused by water main breaks

BACKGROUND/DISCUSSION:

The Village of Park Forest received 8 bids for Asphalt patching to restore areas damaged from water main breaks and repairs. The bids ranged from \$24,244.10 to \$78,132.68

The low bidder, Matthew Paving Inc., 7801 W. 112th Place, has the necessary man power and equipment to perform this work. Matthew Paving has performed work for various Villages in the past.

Since DPW staff assembled the original contract there are 10 additional areas that need to be restored that were damaged from water main breaks. DPW is asking for a contingency of \$10,000.00 to complete this work.

The Public Works Department requests the Village Board of Trustees authorize the Village Manager to issue a purchase order to Matthew Paving in the amount of \$24,244.10, his original bid, and provide for a \$10,000 contingency to restore the additional areas.

SCHEDULE FOR CONSIDERATION: This item will appear on the Agenda of the regular meeting of September 22, 2008 for consideration.

2008 bid tab ASPHALT PATCHING

2008 ASPHALT BID TAB				MATTHEW PAVING				J. ZARLENGO ASPHALT PAVING				PAVEMENT SYSTEMS				AMERICAN ASPHALT COMPANY INC.				GALLAGHER ASPHALT				SUNSET PAVING				J & R 1ST ASPHALT INC.				B-3 CONSTRUCTION INC.			
ITEM	QUAN-TITY/	UNIT	PALOS HTS, IL UNIT PRICE	TOTAL	CHGO HTS. IL UNIT PRICE	TOTAL	BLUE ISLAND, IL UNIT PRICE	TOTAL	LEMONT, IL UNIT PRICE	TOTAL	THORTON, IL UNIT PRICE	TOTAL	MONEE, IL UNIT PRICE	TOTAL	HICKORY HILLS, IL UNIT PRICE	TOTAL	TINLEY PARK, IL UNIT PRICE	TOTAL																	
1	AGGREGATE REMOVAL 4"	3727.22	SF.	\$ 0.50	\$ 1,863.61	\$ 1.46	\$ 5,441.74	\$ 1.50	\$ 5,590.83	\$ 1.00	\$ 3,727.22	\$ 2.65	\$ 9,877.13	\$ 4.10	\$ 15,281.60	\$ 6.65	\$ 24,786.01	\$ 6.90	\$ 25,717.82																
2	CLASS D PATCH	3727.22	SF.	\$ 4.50	\$ 16,772.49	\$ 4.18	\$ 15,579.78	\$ 6.60	\$ 24,599.65	\$ 11.27	\$ 42,005.77	\$ 9.40	\$ 35,035.87	\$ 7.80	\$ 29,072.32	\$ 11.45	\$ 42,676.67	\$ 6.70	\$ 24,972.37																
3	CLASS D PATCH SPECIAL	100	SY.	\$ 5.00	\$ 5,000.00	\$ 54.00	\$ 5,400.00	\$ 55.00	\$ 5,500.00	\$ 13.00	\$ 1,300.00	\$ 65.00	\$ 6,500.00	\$ 75.00	\$ 7,500.00	\$ 101.50	\$ 10,150.00	\$ 58.58	\$ 5,858.00																
4	AGGREGATE BASE REPAIR	3	C.Y.	\$ 36.00	\$ 108.00	\$66.666	\$ 200.00	\$ 50.00	\$ 150.00	\$ 150.00	\$ 450.00	\$ 255.00	\$ 765.00	\$ 200.00	\$ 600.00	\$ 40.00	\$ 120.00	\$ 452.00	\$ 1,356.00																
5	TRAFFIC CONTROL	1	LUMP SUM	\$ 500.00	\$ 500.00	\$ 100.00	\$ 100.00	\$ 2,500.00	\$ 2,500.00	\$ 400.00	\$ 400.00	\$ 1,700.00	\$ 1,700.00	\$ 2,500.00	\$ 2,500.00	\$ 400.00	\$ 400.00	\$ 2,000.00	\$ 2,000.00																
6	BASE BID TOTAL			\$ 24,244.10		\$ 26,721.52		\$ 38,340.48		\$ 47,882.99		\$ 53,878.00		\$ 54,953.92		\$ 78,132.68		\$ 59,904.19																	

Note Line Item #3 unit price was entered as \$5.00 should have been \$50.00 Village Corrected

Note Line Item #4 unit price was not entered only received total cost Village Corrected to show unit price

Note Line Item #6 Total Cost was rounded down Village Corrected

Note Line Items #1 & #2 Village Corrected by 1 cent

Note Line Items #1 & #2 were rounded down Village adjusted & corrected Bid Total