

VILLAGE OF ORLAND PARK

14700 Ravinia Avenue Orland Park, IL 60462 www.orlandpark.org

Meeting Agenda

Board of Trustees

Village President Keith Pekau Village Clerk Patrick R. O'Sullivan Trustees, William R. Healy, Cynthia Nelson Katsenes, Michael R. Milani, Sean Kampas, Brian Riordan and Joni Radaszewski

Monday, September 20, 2021

7:00 PM

Village Hall

- 1. CALL TO ORDER/ROLL CALL
- 2. PLEDGE OF ALLEGIANCE
- 3. VILLAGE CLERK'S OFFICE

2021-0676 Approval of the September 7, 2021, Regular Meeting Minutes

<u>Attachments:</u> <u>Draft Minutes</u>

4. PROCLAMATIONS/APPOINTMENTS/PRESENTATIONS

2021-0674 Proclamation Honoring Van Bruggen Signs as Orland Park

Business of the Month-September 2021

<u>Attachments:</u> <u>Proclamation</u>

- 5. PRE-SCHEDULED CITIZENS & VISITORS
- 6. ACCOUNTS PAYABLE

2021-0678 Accounts Payable - Approval

Attachments: AP 9.20.21

- 7. CONSENT AGENDA
 - A. <u>2021-0679</u> Payroll Approval

Attachments: PR 9.03.2021

B. 2021-0670 Silver Lake West Water Main Replacement Phase 2 and El

Cameno Re'al Engineering - Proposal

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Attachments: CONTRACT - Baxter & Woodman

Proposal - Baxter & Woodman

<u>Proposal - Ciorba</u> <u>Proposal - ERA</u> Proposal - CBBEL

c. 2021-0671 Cameno Re'al Stormwater Improvements - Engineering

<u>Attachments:</u> <u>CONTRACT - CBBEL</u>

Proposal - CBBEL

D. 2021-0669 Tree Plantings at Parks, Facilities, Ponds and Parkways - Fall 2021

Attachments: Beary - Proposal

<u>Davey - Proposal</u> <u>Mid America - Proposal</u>

E. <u>2021-0682</u> Safebuilt Contract Amendment One, Office Support Supervisor

Attachments: FY 2021 Budget Amendment #5

Contract Amendment One - Safebuilt

F. 2021-0666 Ray Graham Association Consulting Agreement

Attachments: RGA Orland Park Consulting

8. **HEARINGS** 7:00 P.M.

9. PUBLIC SAFETY

10. TECHNOLOGY, INNOVATION AND PERFORMANCE IMPROVEMENT

2021-0677 Police Department Security Camera Network Cabling - Approval to

Waive Bids

<u>Attachments:</u> <u>QUOTE- Advanced Data Technologies</u>

11. PUBLIC WORKS

2021-0672 Fernway 2022 Phase Seven, Eight, and Nine Design Engineering-

Proposal

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Attachments: CONTRACT - V3

Fernway Road-Ditch Improvements by Year

Orland Park 2022 Fernway Road and Ditch Reconstruction RFP 8-23-21

<u>Proposal - V3 Companies</u> <u>Proposal - Baxter & Woodman</u>

Proposal - Ciorba Proposal - CBBEL Proposal - Strand

- 12. DEVELOPMENT SERVICES AND PLANNING
- 13. ENGINEERING PROGRAMS AND SERVICES
- 14. RECREATION AND PARKS
- 15. FINANCE

2021-0684 Consideration and action on an ordinance providing for the

issuance of not to exceed \$6,500,000 General Obligation Refunding Bonds for the purpose of refunding certain outstanding bonds of said Village, providing for the levy and collection of taxes to pay said bonds, authorizing the execution of an escrow agreement in connection with the issue of said bonds and authorizing the sale of said bonds to the purchaser thereof

<u>Attachments:</u> Ordinance

- 16. MAYOR'S REPORT
- 17. OFFICIALS
- 18. VILLAGE MANAGER'S REPORT
- 19. NON-SCHEDULED CITIZENS & VISITORS
- 20. BOARD COMMENTS
- 21. EXECUTIVE SESSION
 - A. Approval of Minutes
 - B. The Purchase or Lease of Real Property for the Use of The Village

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C. Pending Litigation Against, Affecting or on Behalf of The Village or When Found by The Board that Such Action is Probable or Imminent

22. RECONVENE BOARD MEETING

Report on Executive Session and Action as a Result of, if any.

23. ADJOURNMENT

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DATE: September 20,

REQUEST FOR ACTION REPORT

File Number: 2021-0676
Orig. Department: Village Clerk

File Name: Approval of the September 7, 2021, Regular Meeting Minutes

BACKGROUND:

BUDGET IMPACT:

REQUESTED ACTION:

I move to approve the minutes of the Board of Trustees Meeting of September 7, 2021.

VILLAGE OF ORLAND PARK

14700 Ravinia Avenue Orland Park, IL 60462 www.orlandpark.org



Meeting Minutes

Tuesday, September 7, 2021

7:00 PM

Village Hall

Board of Trustees

Village President Keith Pekau Village Clerk Patrick R. O'Sullivan Trustees, William R. Healy, Cynthia Nelson Katsenes, Michael R. Milani, Sean Kampas, Brian Riordan and Joni Radaszewski

CALL TO ORDER/ROLL CALL

The meeting was called to order at 7:24 P.M.

Present: 7 - Trustee Healy, Trustee Nelson Katsenes, Trustee Milani, Trustee Kampas, Trustee Riordan, Trustee Radaszewski and Village President Pekau

VILLAGE CLERK'S OFFICE

2021-0621 Approval of the August 16, 2021, Regular Meeting Minutes

The Minutes of the Regular Meeting of August 16, 2021, were previously distributed to the members of the Board of Trustees. President Pekau asked if there were any corrections or additions to be made to said Minutes. There being no corrections or additions,

I move to approve the minutes of the Board of Trustees Meeting of August 16, 2021.

A motion was made by Trustee Nelson Katsenes, seconded by Trustee Milani, that this matter be APPROVED. The motion carried by the following vote:

Aye: 7 - Trustee Healy, Trustee Nelson Katsenes, Trustee Milani, Trustee Kampas, Trustee Riordan, Trustee Radaszewski, and Village President Pekau

Nay: 0

PROCLAMATIONS/APPOINTMENTS/PRESENTATIONS

2021-0626 Recreation Advisory Board - Appointment

President Pekau appointed Jamie Makuch to the Recreation Advisory Board (RAB). Ms. Makuch will fill a vacant spot on the RAB.

I move to advice and consent to the appointment of Jamie Makuch to the Recreation Advisory Board.

A motion was made by Trustee Milani, seconded by Trustee Riordan, that this matter be APPROVED. The motion carried by the following vote:

Aye: 7 - Trustee Healy, Trustee Nelson Katsenes, Trustee Milani, Trustee Kampas, Trustee Riordan, Trustee Radaszewski, and Village President Pekau

Nay: 0

ACCOUNTS PAYABLE

2021-0648 Accounts Payable - Approval

The lists of Accounts Payable having been submitted to the Board of Trustees for approval and the lists having been determined by the Board of Trustees to be in

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order and having been approved by the various Department Heads,

I move to approve the Accounts Payable from August 17, 2021 through September 6, 2021 in the amount of \$2,643,463.87.

A motion was made by Trustee Healy, seconded by Trustee Riordan, that this matter be APPROVED. The motion carried by the following vote:

Aye: 7 - Trustee Healy, Trustee Nelson Katsenes, Trustee Milani, Trustee Kampas, Trustee Riordan, Trustee Radaszewski, and Village President Pekau

Nay: 0

CONSENT AGENDA

President Pekau requested that Item G. 167th Street Multi-Use Path from Steeplechase Parkway to 104th Avenue, Phase II Engineering Services Resolution and Item H. Tinley Creek Stabilization - Consultant Recommendation for Design Engineering Services be removed from the Consent Agenda for a separate vote. (refer to audio)

Passed the Consent Agenda

A motion was made by Trustee Kampas, seconded by Trustee Milani, to PASS THE CONSENT AGENDA, including all the following items marked as having been adopted on the Consent Agenda. The motion carried by the following vote:

Aye: 7 - Trustee Healy, Trustee Nelson Katsenes, Trustee Milani, Trustee Kampas, Trustee Riordan, Trustee Radaszewski, and Village President Pekau

Nay: 0

2021-0647 Payroll - Approval

The lists of Payroll having been submitted to the Board of Trustees for approval and the lists having been determined by the Board of Trustees to be in order and having been approved by the various Department Heads,

I move to approve the Bi-Weekly Payroll for August 20, 2021 in the amount of \$1,409,538.72.

This matter was APPROVED on the Consent Agenda.

2021-0639 Elevated Tank #6 & Tank #4 Rehabilitation Engineering - Proposal

The Village of Orland Park requested proposals from Village pre-qualified engineering firms to perform an evaluation of Elevated Tank #6 and Tank #4 to provide recommendations for upgrades and paint restoration.

Elevated Tank #6 is a spheroid style tank with a 750,000-gallon total capacity, located at 9701 W. 131st Street. It was built in 1995 by Chicago Bridge and Iron

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Works (CBI). The tank has not been painted since it was put in service. Elevated Tank #4 is a spheroid style tank with a 300,000-gallon capacity, located at 14605 S. 88th Avenue. It was built in 1971 by CBI.

Both tanks will be rehabilitated in 2022. The proposals were required to include the following services in their price:

- a thorough evaluation of the tank noting deficiencies;
- recommendations for improvements;
- costs for improvements;
- construction and rehabilitation schedule;
- evaluation, recommendation, and provision of a cost estimate for a combination railing and antenna mounting system;
- separation of electrical services; and
- coordination and status meetings with Village staff.

The selected engineering firm will also be required to work with Village staff to coordinate the removal of all cellular, phone, and radio equipment during the restoration process, and the reinstallation of the communication equipment after all modifications and paint restorations are completed.

Within the bell of Tank #4 (bottom portion of the tank) there is a very small room which is only able to house a portion of the electronic equipment for the Village-owned antennas and controls. The remaining equipment is in an unheated space, subject to temperature extremes. Current Village initiatives are exploring opportunities to incorporate new technologies inside the tank, utilizing a combination of wireless and fiber optic technologies. The introduction of this technology would improve emergency communications, decrease dependency of outside carriers, and provide network connectivity for electronic devices that will be utilized by staff on a daily basis, as paperless efforts are implemented. The rehabilitation will include converting the tank's bell into a favorable environment for supporting all electronic equipment.

The bell of Tank #6 was built with above ground piping, and is heated and insulated. Rehabilitation of all water towers are being modeled after Tank #6. The engineering firm would develop a plan to maximize the available space and utilize cost effective and energy efficient solutions to control temperatures in the space under varying winter and summer conditions.

In 2016, the Village adopted a new logo developed through a branding process that can be seen throughout the community. The tank rehabilitation program provides for tanks to be painted white, with the new logo. The paint color for Elevated Tank #6 will be the same, with the exception of the Sandburg High School logo facing the football field to the south, rather than the Village logo.

A request for proposals was sent to eight (8) consultants from the "Recommended Prequalified Consultants" list developed by our Engineering Department through

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its RFP process. Proposals were received from Baxter & Woodman of Crystal Lake, Illinois, for \$144,705.00; Strand and Associates of Joliet, Illinois, for \$108,500.00; and Christopher B. Burke Engineering of Rosemont, Illinois, for \$99,652.00. Staff recommends the proposal from Christopher B. Burke Engineering of Rosemont, Illinois, be accepted for a price not to exceed \$99,652.00.

I move to accept the proposal from Christopher B. Burke Engineering of Rosemont, Illinois, for Elevated Tank #6 and Tank #4 Rehabilitation Engineering for an amount not to exceed \$99,652.00;

And,

Authorize the Village Manager to execute all related contracts, subject to Village Attorney review.

This matter was APPROVED on the Consent Agenda.

2021-0645 Elevated Tank No. 7 Rehabilitation Engineering Oversight

On June 7, 2021, the Village Board approved the rehabilitation of Elevated Tank No. 7, with work anticipated to begin in the second week of September, 2021. Contracted for Phase 1 and 2 engineering services, Strand Associates of Joliet, Illinois provided a thorough evaluation of the tank, noting deficiencies and recommendations for improving the rehabilitation of the elevated tank.

Staff requested proposals for engineering design and oversight services from the "Recommended Prequalified Consultants" list developed by the Village's Engineering Department through its RFP process. Two (2) proposals were received. Strand Associates of Joliet, Illinois submitted a proposal to provide limited construction oversight, administrative services (to ensure contractor conformance to the contract documents), and to communicate with third-party cellular providers at a cost of \$60,500.00. Christopher B. Burke Engineering of Rosemont, Illinois submitted a more robust proposal, including a permanent onsite engineer throughout the entire project, at a cost of \$44,200.00.

Staff recommends the proposal from Christopher B. Burke Engineering of Rosemont, Illinois, be accepted for a price not to exceed \$44,200.00.

I move to accept the proposal from Christopher B. Burke Engineering of Rosemont, Illinois for Elevated Tank No. 7 construction oversight for an amount not to exceed \$44,200.00;

And,

Authorize the Village Manager to execute all related contracts, subject to Village Attorney review.

This matter was APPROVED on the Consent Agenda.

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2021-0605 Lauterbach & Amen LLP Contract Amendment - Payroll Accountant and Accounts Payable Coordinator

In 2020, the Village requested proposals for payroll preparation services, which were intended to be a support for UltiPro payroll software. Lauterbach & Amen LLP (L&A) was selected, and the Village has utilized its services to not only prepare bi-weekly payroll (Village staff also assists, but the Village has no dedicated employee for this role), but also to run the payroll process that was originally intended to be done by UltiPro. The contract with L&A is billed based on time worked. Because it is doing more work than originally anticipated (payroll preparation assistance and payroll processing), the monthly costs are now higher than previously anticipated.

Recently, the Village's Accounts Payable Coordinator retired. This left Village staff to scramble to find a replacement, and the Village currently has a temporary employee from Accountemps filling in this role until the Village finds a permanent solution. The transition has been difficult with little time for overlap and training, highlighting the need to have a bench ready to process payroll and accounts payable in the event of vacation, illness, or change in employment status.

I move to approve an amendment to the Village's agreement with Lauterbach & Amen LLP, dated March 27, 2020, to provide full time one (1) full time payroll accountant and one (1) full time account payable coordinator for \$10,200 per month per position, increasing by 3.0% annually;

And,

Authorize the Village manager to execute said amendment, subject to Village attorney review.

This matter was APPROVED on the Consent Agenda.

2021-0527 Axon Body and Fleet Camera - Purchase

On Wednesday, January 13, 2021, the Illinois Senate voted to approve House Bill 3653, a 764-page document which mandates that effective January 1, 2024, municipalities with a population of 50,000 or more, but under 100,000, are required to implement the use of officer-worn body cameras. In November of 2020, the Orland Park Police Department began to field test body worn cameras manufactured from three (3) separate vendors. Those vendors were Watch Guard (Motorola), Panasonic and Axon. The purpose of the pilot program was to determine the capabilities and limitations of each system to include, but not limited to resolution abilities, storage requirements, redaction capabilities, durability of the equipment, training demands, and the overall quality of each camera unit. At the completion of the field testing, a unanimous decision amongst all officers involved determined that the Axon product was the leader and best suited the needs of the Orland Park Police Department. Axon's Body and Fleet

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Camera program bundles hardware, software, accessories, training programs, 24/7 customer support, equipment refreshes, and warranties together, to help equip the officers with the solutions they need.

The Axon body and fleet camera hardware components include, 116 Axon body-worn cameras with two (2) upgrades, eleven (11) Axon body-worn cameras docks and wall mounts, one (1) body worn camera mount per camera, forty-four (44) Fleet three (3) camera packages, and Axon signal sidearm activation (a smart sensor that attaches to an officer's holster) which uses Axon signal technology to trigger Axon body-worn cameras within range to start recording automatically when an officer's weapon is drawn) and Axon Signal Performance Power Magazine (SPPM) Taser Activation. This proprietary piece of equipment captures critical footage when using the TASER X2 Smart Weapon. The SPPM reports to the officers body camera when the weapon is armed and logs the moment that the trigger is pulled and arc is engaged.

Axon is the only vendor with a proven holster activation for the firearm and taser which is currently carried in the field by officers. The need to activate the camera upon removal of the duty weapon is paramount to the success of a body worn camera program.

The Axon agreement was thoroughly vetted by Klein, Thorpe and Jenkins and deemed satisfactory.

I move to approve the purchase of the Axon Body and Fleet Cameras in the amount not to exceed \$974,999.99;

And,

To authorize the Village Manager to execute the agreement upon approval of the Board, subject to Village attorney review.

This matter was APPROVED on the Consent Agenda.

2021-0651 Public Works HVAC Improvement Project - ITB #21-049

On August 16, 2021, the Village Board approved the purchase of new HVAC equipment for the Public Works Building in order to get the equipment ordered due to material availability. The Board report (2021-0264) for this approval is attached to the Board Packet for reference.

Subsequently, on August 18, 2021, the Village issued Invitation to Bid (ITB) #21-049 "Public Works HVAC Improvement Project" requesting bids from contractors interesting in installing the aforementioned HVAC equipment and associated electrical work.

During the two (2) weeks that the bid was open for review, twenty-three (23) firms

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downloaded either partial or complete bid packages. On August 23, 2021, a mandatory pre-bid meeting was held at the Public Works Building, which representatives from eleven (11) firms attended.

ITB 21-049 was opened on September 1, 2021, at which point four (4) firms submitted bids. One (1) of the submitted bids (Broesch Mechanical) did not submit any of the required forms, and was determined to be incomplete. As such, that bid was disqualified. All three (3) qualifying bid packages, as well as an audit of the bid submittals, are attached to the Board Packet for reference. A summary of the bid prices is provided below:

Broesch Mechanical: \$94,500.00 (Incomplete Bid Submittal);

Dahlman Sheet Metal Co: \$95,168.00;

Mechanical Inc. DBA Helm Mechanical: \$164,000.00; and

Amalgamated Services \$247,437.00.

Based on pricing and firm qualifications, staff recommends approving the bid from Dahlman Sheet Metal Co for \$95,168.00, plus a 10% (\$9,516.80) contingency, for a total project cost of \$104,684.80.

I move to approve awarding ITB 21-049 to Dahlman Sheet Metal Co. for \$95,168.00, plus a 10% (\$9,516.80) contingency, for a total project cost of \$104.684.80:

And,

To authorize the Village Manager to execute agreements with Dahlman Sheet Metal Co. for the installation of HVAC and associated electrical equipment;

And,

Authorize the Village Manager to approve change orders not to exceed the contingency amount.

This matter was APPROVED on the Consent Agenda.

2021-0656 Tinley Creek Stabilization - Intergovernmental Agreement (IGA) between Village of Orland Park and MWRDGC

An Intergovernmental Agreement was negotiated between the Village of Orland Park and Metropolitan Water Reclamation District of Greater Chicago (MWRDGC) for Design Engineering Services and a Construction Contract for the Tinley Creek Stabilization Project. This proposed agreement was reviewed by the following staff and their comments have been incorporated in the Agreement:

- -MWRDGC's engineering staff;
- -Village's engineering staff;
- -Village Manager's office:

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- -MWRDGC's attorneys; and
- -Village's attorneys.

The agreement is attached to the Board Packet for Board of Trustees review. The following are major items that are included in the Agreement:

- -MWRDGC retains the discretion to adjust the amount of its reimbursement commitment if, based on MWRDGC's review of the final construction documents, including any addenda, change orders, shop drawings, or field changes, it determines that the project will not provide the intended public benefit.
- -Although MWRDGC will reimburse the Village for a portion of the project, the Village bears sole responsibility for the overall cost, expense, and payment for the project, which the Village will construct in accordance with the final construction documents.
- -The Village must meet the following MWRDGC participation goals applicable to the Project before construction is completed:
- -twenty percent (20%) of the total amount of reimbursement provided by MWRDGC for the project must be applied to work performed by Minority-Owned Business Enterprises ("MBE"); and
- -ten percent (10%) of the total amount of reimbursement provided by MWRDGC for the project must be applied to work performed by Women-Owned Business Enterprises ("WBE"); and
- -ten percent (10%) of the total amount of reimbursement to be provided by MWRDGC for the project must be applied to work performed by Small Business Enterprises ("SBE").

The Village should meet the following participation goal applicable to the project before construction is completed: three percent (3%) of the total amount of reimbursement to be provided by MWRDGC for the project should be applied to work performed by Veteran-owned Small Business Enterprise ("VBE").

The Village, at its sole cost and expense, will provide land acquisition and remediation, if any; and construction oversight and administrative support for the project.

The Village will submit an Operation and Maintenance Plan (hereinafter the "O&M Plan") for MWRDGC's review and approval. The O&M Plan will be included as part of the Agreement as Exhibit 9. At its sole cost and expense, the Village will operate and maintain the project in accordance with the O&M Plan.

MWRDGC will reimburse the Village for fifty percent (50%) of the cost of final design of the Project, but in no event will that amount exceed One Hundred Thousand and 00/100 Dollars (\$100,000.00) ("Maximum Final Design Reimbursement Amount"). The Village will be responsible for securing funding or

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contributing its own funds for all costs necessary to complete final design of the Project. The Village will be solely responsible for change orders, overruns, or any other increases in the final design cost of the Project. All funding provided by MWRDGC pursuant to this paragraph will be exclusively to reimburse the Village for final design cost of the Project.

MWRDGC will reimburse the Village for seventy and 20/100 percent (70.2%) of the total construction cost of the project, but in no event will that amount exceed Three Million Seven Hundred Thousand and 00/100 Dollars (\$3,700,000.00) (the "Maximum Construction Reimbursement Amount"). For purposes of this Agreement, "construction" will mean all work necessary to build the Project as depicted in the construction documents. The Village will be responsible for securing funding or contributing its own funds for all costs necessary to construct the project in accordance with the construction documents. The Village will be solely responsible for change orders, overruns, or any other increases in the cost of the project. All funding provided by MWRDGC pursuant to this paragraph will be exclusively to reimburse the Village for construction of the project.

The Village is responsible for all other project costs including engineering, property acquisition, other design-related costs, construction inspection, and the remainder of the construction cost that is not reimbursed by MWRDGC.

Federal, State, and County Requirements. The Village will obtain all federal, state, county, and local permits required by law for the construction of the Project and will assume any costs in procuring said permits. Additionally, the Village will obtain all consents and approvals required by federal, state, and/or county regulations for the construction of the project and will assume any costs incurred in procuring all such consents and approvals.

If the Project Site is located entirely within a right-of-way or perpetual easement or on other property represented to be owned solely by and within the Village, prior to execution of this Agreement, the Village must have an enforceable property interest in the project site and provide proof of that interest to MWRDGC. If the project site is situated entirely in a right-of-way or perpetual easement or on other property owned solely by and within the Village, and if no proof of dedication, perpetual easement, or ownership is available, the Village may request and submit the form affidavit that MWRDGC will provide which must be executed by an authorized officer of the Village. Acceptance of the affidavit is at MWRDGC's discretion.

For all surrounding property impacting or being impacted by the project, prior to starting construction of the project, the Village will acquire any temporary or permanent easements, license agreements, or fee simple title necessary for access to the project site as well as construction and maintenance of the project.

The Village, at its sole cost and expense through the creation of a SSA, will

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perpetually maintain the streambank stabilization along Tinley Creek and any other associated appurtenances in accordance with the O&M plan approved by MWRDGC.

I move to approve the Intergovernmental Agreement by and between the Village of Orland Park and the Metropolitan Water Reclamation District of Greater Chicago (MWRDGC) for the Design, Construction, Operation and Maintenance of the Streambank Stabilization Project along Tinley Creek in Orland Park, Illinois.

This matter was APPROVED on the Consent Agenda.

2021-0658 FY2021 Budget Amendment #5 - Approval

A detailed spreadsheet (by fund) reflecting budget adjustments is attached to the Board Packet. This is the fourth budget amendment for FY2021.

General Fund

Staffing changes

Development Services

At the May 3, 2021 Village Board meeting, following an RFP process the Village awarded a contract to Safebuilt for Professional Plan Review. Inspection and Support services on an as-needed basis. At the Village's request, Safebuilt submitted a proposal to provide a 40-hour per week on-site employee to undertake the responsibilities of the Development Services Office Support Supervisor. The total estimated increase for the balance of 2021 is \$3,705.

Development Services

The Village is planning to implement a Zoning Coordinator responsible for review of all zoning requirements related to permit application submittals for both residential and commercial permit applications, including but not limited to, setbacks, allowable height, lot coverage, any other aspects of the Land Development Code. This cost will be offset by the elimination of the Building and Information Coordinator positon. The estimated decrease for the balance of 2021 will be (\$5,394).

Finance

Lauterbach & Amen, LLP submitted a proposal to provide a 40-hour per week, on-site employee to undertake the responsibilities of the Accounts Payable Coordinator position that is vacant due to retirement. The estimated increase for the balance of 2021 is \$1,560.

Public Works

The Village is planning to reestablish the Fleet Manager position to oversee the fleet functions. This cost will be offset by the elimination of the vacant part-time Public Works Management Analyst position. The estimated increase for the

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balance of 2021 is \$26,565.

Plan Reviews

With the additional need for outsourced plan reviews and the contract approved with Safebuilt, it is necessary to include a budget amendment to cover the anticipated costs for their services for the remainder of 2021. Total estimated cost for 2021 is \$142,000, based on early utilization, and is offset by the document scanning project (\$300,000) that was deferred in budget amendment #4. Additionally, development fees are collected to pay for these costs.

Capital Projects Fund

New cabling for digital camera upgrades at the Police Department are needed. To complete the work, a contract amendment will be required and will be considered at an upcoming board meeting.

G.O. Bonds

Budget amendments are required as a result of Bond Refundings that occurred earlier this year. The 2012A Bonds (Fund 423) were replaced by 2021A, which are being paid from the Water & Sewer Fund as well as the newly created Debt Service Fund, which will eventually account for all governmental debt service payments. The 2021B bonds include property tax revenue and an interest payment in 2021. In addition, the Village needs to amend the budget to reflect the early redemption payment for the 2022 TIF Bond.

I move to approve an increase in the General Fund expenditure budget in the amount of \$168,437, an increase in the revenue and expense budgets for the Water and Sewer Fund in the amount of \$211,565, an increase in the expenditures budget of the Capital Projects Fund in the amount of \$35,000, a decrease in the revenue and expenditure budgets for the Bonds & Interest 2012A GO Bonds Fund in the amount of \$894,300, an increase in the revenue and expenditure budget for the new Debt Service Fund in the amount of \$667,625, and an increase in the expenditure budget of the Bonds & Interest 2012B&C GO Bonds Fund in the amount of \$8,025,000, as detailed on the FY2021 Amendment #5

This matter was APPROVED on the Consent Agenda.

2021-0653 An Ordinance Amending Appendices A and B to Ordinance No. 5637 - Ordinance

The ordinance attached to the Board Packet formally approves amendments to Appendix A and Appendix B that were approved by the Board on December 21, 2020 and amended on April 19, 2021, June 7, 2021, and August 2, 2021. These appendices reflect changes to positions as summarized below.

The changes to the Salary Ordinance are:

·Add the Full-Time position of Fleet Manager (Grade 10)

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-Add the Full-Time position of Zoning Coordinator (Grade 5)

I move to approve Ordinance 5640, entitled: An Ordinance Amending Appendices A and B to Ordinance No. 5637.

This matter was PASSED on the Consent Agenda.

2021-0642 Amend Title 7 Chapter 4 - Number of Class A Liquor License - Ordinance

Decrease the number of Class A liquor licenses from sixty-six (66) to sixty-five (65) for the closing of 94 West located at 15410 94th Avenue.

I move to adopt Ordinance 5641, entitled: AN ORDINANCE AMENDING TITLE 7, CHAPTER 4 OF THE ORLAND PARK MUNICIPAL CODE, REGARDING THE AVAILABLE NUMBER OF CLASS A LIQUOR LICENSES ISSUED BY THE VILLAGE OF ORLAND PARK, COOK AND WILL COUNTIES, ILLINOIS.

This matter was PASSED on the Consent Agenda.

2021-0643 Amend Title 7 Chapter 18 - Decrease Number of Video Gaming Licenses - Ordinance

Decrease the number of Video Game licenses from twenty-five (25) to twenty-four (24) due to 94 West closing its business location.

I move to pass Ordinance Number 5642, entitled: AN ORDINANCE AMENDING TITLE 7 CHAPTER 18 OF THE ORLAND PARK MUNICIPAL CODE, REGARDING THE AVAILABLE NUMBER OF VIDEO GAMING LICENSES ISSUED BY THE VILLAGE OF ORLAND PARK, COOK AND WILL COUNTIES, ILLINOIS.

This matter was PASSED on the Consent Agenda.

2021-0627 Amend Title 7 Chapter 4 - Number of Class A-5 Liquor License - Ordinance

Increase number of Class A-5 liquor licenses from zero (0) to one (01) for Chipotle. For the year of 2020, and going forward, Chipotle will obtain a Class A-5 Liquor License for counter service restaurants instead of a Class A liquor license as it has held in the past.

I move to pass Ordinance 5643, entitled: AN ORDINANCE AMENDING TITLE 7, CHAPTER 4 OF THE ORLAND PARK MUNICIPAL CODE, REGARDING THE AVAILABLE NUMBER OF CLASS A-5 LIQUOR LICENSES ISSUED BY THE VILLAGE OF ORLAND PARK, COOK AND WILL COUNTIES, ILLINOIS.

This matter was PASSED on the Consent Agenda.

2021-0641 University of Chicago Medicine / 9650 Parking Deck Agreement

The Village and the University of Chicago Medicine Center ("UCMC") entered into a ground lease in 2015 for the parcel located at 14290 S. LaGrange Road, pursuant to which UCMC constructed a multi-story Center for Advanced Care at

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that location. The ground lease agreement required the Village to construct a multi-level parking deck, two (2) public streets, sidewalks, and landscaping to serve the UCMC facility with funds from the Village's Triangle Tax Increment Financing District. It also required the parties to enter into a maintenance agreement for the parking structure, adjoining roadways, landscaping etc.

To date, the predominate user of the structured parking has been UCMC. UCMC maintains a higher level standard for its facilities (designated Premium Health Care Service Level 1), and it was always anticipated that UCMC would therefore manage the day to day operation of the 9650 Parking Deck and that the costs associated therewith would be apportioned in accordance to the use of the facility and surrounding environs. These tasks include plowing, deicing, snow removal, power washing, sweeping, landscape, litter control, and routine inspection of the facility. The Village maintains the responsibility for the capital repairs and replacement costs of the facility. Each respective task identified herein has been assigned an equitable percentage cost share based upon allocation of facilities and resources, as outlined in the agreement.

The multi-year agreement attached to the Board Packet details the specific task lists and cost split for the aforementioned items. In short, the Village is now responsible for a \$171,049.90 true-up, which costs cover the documented expenses for the period from 2016 to current. Following the true-up payment, starting on the fourth quarter 2021, the Village would be responsible for expenses at a flat rate of \$21,709.75 per quarter (\$89,839.00 per year), with the amount being adjusted each year of the five (5) year term, by the then current CPI-U figure, beginning in the first quarter of 2022.

To protect both parties from outlier snow years, the agreement calls out the average annual snowfall, as measured at the closest NOAA weather station, and applies a second quarter adjustment (up or down) for any season where snow totals are ten (10) inches greater, or less than, the annual snowfall average at a rate of \$1,521.44 per inch outside of that ten (10) inch buffer margin.

The agreement would automatically renew every five (5) years, unless there is a mutual agreement to terminate, subject to the parties gathering prior to each renewal to reset the quarterly payments based upon then current rates for the described services.

I move to approve a parking facilities maintenance agreement with the University of Chicago Medical Center for the parking garage located at 9650 W. 143rd Street;

And,

To authorize the Village Manager to execute the agreement, subject to Village Attorney review.

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This matter was APPROVED on the Consent Agenda.

2021-0624 167th Street Multi-Use Path from Steeplechase Parkway to 104th Avenue, Phase II Engineering Services - Resolution

The Southwest Conference of Mayors (SCM) awarded Local Surface Transportation Program (STP-L) funds for Phase II of the 167th Street multi-use path project. SCM approved a maximum amount of \$199,991.20 for Phase II Design Engineering Services. The total cost for the Phase II Design Engineering contract is \$249,989.00, which was awarded to Civiltech Engineering, Inc. The attached agreements (BLR 5330 and BLR 5310) and resolution attached to the Board Packet secure STP funding for the project.

Trustee Katsenes had comments. (refer to audio)

President Pekau had comments. (refer to audio)

I move to adopt Resolution 2123, entitled: A RESOLUTION APPROVING THE LOCAL PUBLIC AGENCY AGREEMENT FOR FEDERAL PARTICIPATION TO BE ENTERED INTO BY THE VILLAGE OF ORLAND PARK AND THE ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT) AND FOR THE APPROPRIATION OF VILLAGE FUNDS FOR THE PURPOSE OF PAYING FOR THE LOCAL AGENCY SHARE RELATED TO THE INSTALLATION OF A CONTINUOUS OFF-STREET SHARED USE ASPHALT PATH ALONG THE SOUTH SIDE OF 167TH STREET FROM STEEPLECHASE PARKWAY TO THE ORLAND GRASSLANDS TRAIL AT 104TH AVENUE UNDER IDOT PROJECT NUMBER UNRO (581) STATE JOB NO. D-91-075-21, STPU SECTION NO. 19-00084-00-BT;

And,

I move to authorize the Village Manager to execute the attached BLR 5330 and BLR 5310 forms.

A motion was made by Trustee Kampas, seconded by Trustee Milani, that this matter be APPROVED. The motion carried by the following vote:

Aye: 7 - Trustee Healy, Trustee Nelson Katsenes, Trustee Milani, Trustee Kampas, Trustee Riordan, Trustee Radaszewski, and Village President Pekau

Nay: 0

2021-0652 Tinley Creek Stabilization - Consultant Recommendation for Design Engineering Services

A request for proposals (RFP) for Design Engineering Services for the Tinley Creek Streambank Stabilization (RFP #21-015) was issued on February 22, 2021. Proposals were opened on March 29, 2021. The RFP was posted on BidNet. A total of eight (8) responses were received by the Village.

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Staff evaluated all responses against the required scope of services and the following evaluation criteria established in the RFP:

-Total Professional Fee	40%
-Firm's and PM's experience and example projects	20%
-Overall proposal completeness and project understanding	20%
-Design schedule	10%
-Selection team's discretion	10%

Proposal Evaluation Scores

The following are the evaluation scores for all responses received by the Village:

Consultant Name Comments	Proposed Fee	Total Score	
-V3 Companies	\$366,955	95	Met RFP
Specifications			
-HR Green	\$383,490	92	Met RFP
Specifications			
-Engineering Resource Associates, In	c. \$419,652	81	Met RFP
Specifications			
-Farnworth Group, Inc.	\$464,100	76	Met RFP
Specifications			
-Michael Baker, International, Inc.	\$649,460	60	Met RFP
Specifications			
-Cardno, Inc.	\$785,000	58	Met RFP
Specifications			
-BLA, Inc.	\$176,662	53	Did Not
Meet Specifications			
-Living Water Consultants, Inc.	\$276,550	43	Did Not
Meet Specifications			

Based on the information submitted by BLA, Inc. and Living Waters Consultants, Inc., the staff concluded that these two (2) responses do not meet the minimum project requirements and they will not be able to deliver the required deliverables for the project.

Reasons for Rejecting BLA, Inc. Response:

-The consultant's proposed scope of services does not include obtaining required permits, which would be a significant and time consuming effort for this project. The Village's RFP required that the consultants will be responsible for acquiring all applicable permits.

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- -Wetland delineations are not included. The U.S. Army Corps of Engineers require that any wetland delineation older than five (5) years must be redone. The U.S. Army Corps of Engineers permit for this project expired about two (2) years ago.
- -The consultant has allocated only twenty (20) hours to review the previous design work completed by MWRDGC. Staff's project understanding and experience demonstrate that this effort is significantly underestimated to complete a proper review of the documents. The RFP requires that the "selected consultant performs a detail review" of MWRDGC original design. This is a necessary step in revising and updating the existing design and cost estimates.

Reasons for Rejecting Living Water Consultants, Inc. Response:

The response includes several exclusions and staff is most concerned about the following items:

- A detail project schedule is not provided in the response, which was a required item in the RFP.
- -A maintenance and Management (M&M) plan in not included, which is required to determine ongoing maintenance costs. The M&M plan and costs are required to establish the SSA for long-term creek maintenance.
- -Additional soil borings are not included in the project scope. This is required, especially in the added section of the Creek.
- -The proposal offers a maximum of "15-percent survey redo" of the survey completed by MWRDGC design, almost ten (10) years ago. This survey limit is very concerning to the staff as staff know the Creek has continued to erode since the original design was completed. Additional surveys are required to complete the design and prepare accurate construction plans and costs for the project.
- -The consultant has assumed "all completed engineering plans are available in digital CAD compatible format." The Village has and will provide electronic files received from MWRD, but there is no guarantee that "all" documents are available in "CAD compatible format." The consultants are required to develop their own drawings as needed.
- -The consultant has offered to reduce its proposed fee by \$45,000 if a "Professional Land Survey is not Necessary to Survey Property Boundary Lines for Individual Parcels (properties in Preparation of the Temporary and Permanent Easements for Individual Parcels." Staff believes that this statement shows that the consultant does not fully comprehend the project requirements and deliverables. Without a "Professional Land Survey" this project cannot be completed.

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Staff has concluded that V3 Companies, Ltd. (V3) has provided the most responsive, responsible proposal. Staff's engineering estimate for the total professional fee was approximately \$400,000 and V3's fee is approximately 10% below the estimate. Therefore, staff is recommending to award this project to V3. V3 included the necessary scope of services to complete the project and deliver required documents to meet the requirements of the project.

I move to approve awarding RFP 21-015 for Tinley Creek Stabilization - Design Engineering Services to V3 Companies, Ltd. in an amount not to exceed \$366,955;

And,

Authorize the Village Manager to execute all related contracts and additional services subject to Village attorney review.

A motion was made by Trustee Kampas, seconded by Trustee Radaszewski, that this matter be APPROVED. The motion carried by the following vote:

Aye: 7 - Trustee Healy, Trustee Nelson Katsenes, Trustee Milani, Trustee Kampas, Trustee Riordan, Trustee Radaszewski, and Village President Pekau

Nay: 0

PUBLIC WORKS

2021-0637 Sensus Water Meter Replacements - Purchase

The Village of Orland Park Public Works Department routinely tests the accuracy of large water meters. The program identifies deficiencies in 1 ½" and larger water meters. Large meters are typically installed in commercial buildings and apartment complexes. Meters are selected for testing based on age and volume of water used.

M.E. Simpson currently is the Village's meter testing consultant. Frequent communication with staff is critical when a meter is either reading very poorly or not functioning at all. In some cases, the field technician can make repairs while on-site; otherwise, the technician reports nonfunctioning meters for immediate replacement to reduce financial losses.

On June 7, 2021, the Board approved the purchase of large meters, based off 2020 testing.

To date, as part of the 2021 testing program, 45% of the Village's large meters have been tested. This leaves approximately 140-200 large meters left to test based on the remaining funds in the 2021 budget. As a result of the 2021 testing program to date, M.E. Simpson and Public Works staff have identified twelve (12)

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1 ½" Omni meters, fifty-seven (57) 2" Omni meters, thirteen (13) 3" Omni meters, three (3) 4" Omni meters, one (1) 3" Omni Turbo meter, and five (5) 2" Omni Turbo meters, along with all installation parts, that need to be replaced in 2021.

The Village currently uses Sensus water meters. The local authorized vendor for Sensus products in the region is Core & Main of Mokena, Illinois. The cost to purchase all ninety-one (91) water meters from Core and Main is \$125,491.00, with an additional \$14,514.20 to purchase installation hardware, for a total cost of \$140,005.20.

The Village is reevaluating the current meter replacement program, but in the interim needs to maintain and replace meters as necessary, to reduce revenue loss due to the meters not functioning properly or under registering.

Director of Public Work Joel Van Essen had comments. (refer to audio)

President Pekau had comments and questions. (refer to audio)

Director Van Essen responded to President Pekau. (refer to audio)

I move to approve authorizing the purchase of large Sensus water meters and related installation hardware from Core & Main of Mokena, Illinois in an amount not to exceed the Board approved budgeted amount of \$140,005.20;

And,

Authorize the Village Manager to execute all related contracts, subject to Village Attorney review.

A motion was made by Trustee Milani, seconded by Trustee Kampas, that this matter be APPROVED. The motion carried by the following vote:

Aye: 7 - Trustee Healy, Trustee Nelson Katsenes, Trustee Milani, Trustee Kampas, Trustee Riordan, Trustee Radaszewski, and Village President Pekau

Nay: 0

DEVELOPMENT SERVICES AND PLANNING

2021-0388 BMW Parking Lot Expansion - Development Petition for Rezoning of Parcel 1 from E-1 Estate Residential to BIZ General Business, Amendment to a Special Use Permit for a Planned Development, Site Plan, Landscape Plan, Plat of Subdivision (Consolidation)

The petitioner seeks approval of a Rezoning of Parcel 1 from E-1 Estate Residential to BIZ General Business, an Amendment to a Special Use for a Planned Development with Modifications to the Land Development Code to expand the footprint of Zeigler BMW of Orland Park to include a new 320-car parking lot for storing inventory. The proposal requests consolidation of the parcel

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for the new inventory parking with the existing parcel, Lot 3 of the Wolf Point Plaza Planned Development.

Requested Actions: Rezoning of Parcel 1 from E-1 Estate Residential to BIZ General Business, an Amendment to a Special Use for a Planned Development with Modifications to the Land Development Code and approval of Site Plan, Landscape Plan, and Plat of Subdivision (Consolidation)

Address: 10290 & 11030 W 159th Street P.I.N.: 27-17-301-013 & 27-17-315-003 Parcel Size: 4.43 acres & 8.57 acres

Comprehensive Plan Planning District: Centennial Planning District Comprehensive Plan Land Use Designation: Neighborhood Mixed Use

Existing Zoning: E-1 Estate Residential (Parcel 1); BIZ General Business (Lot 3) Proposed Zoning: BIZ General Business

Existing Land Use: Vacant, agricultural

Proposed Land Use: Planned Development for Commercial Uses, including Motor Vehicle Sales and Services

Surrounding Zoning:

North: R-3 Residential District (Somerglen South Subdivision); Open Lands

(Equestrian Park)

South: LSPD Large Scale Planned Development

East: E-1 Estate Residential

West: BIZ General Business (Wolf Point Plaza PD)

Surrounding Land Uses:

North: Single Family Detached Dwellings

South: Meadow Ridge School (School District 135)

East: Undeveloped

West: Planned Development, including Motor Vehicle Sales and Services (Zeigler

BMW of Orland Park)

BACKGROUND

On April 5, 2010 the Village Board passed an ordinance (No. 4558) granting a special use permit for planned development and rezoning of the property (Wolf Point Plaza), providing for the operation of a motor vehicle sales and service facility for BMW of Orland Park.

On November 7, 2011, the Village Board passed an ordinance (No. 4681) to amend the special use permit and modifications to allow for additional parking, a 50' flag pole, and increased lighting intensity during business hours.

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On May 16, 2016, the Village Board passed an ordinance (no. 5096) to construct a 2,588 sf, one-story addition for a Mini dealership show room.

On September 8, 2020 the Village Board approved a sales-tax-sharing Inducement Agreement with Zeigler Auto Group to assist in the proposed development of the inventory parking lot.

CONTEXT AND PROJECT DESCRIPTION

The subject property is a 4.43-acre parcel located at 11290 W 159th Street. The proposed development is to consolidate this lot with the existing 8.57-lot Zeigler BMW of Orland Park at 11030 W 159th Street.

In the Village's 2013 Comprehensive Plan, this parcel is identified as a Development Opportunity with the planning land use designation of Neighborhood Mixed Use. The adjacent properties to the east (undeveloped), west (Zeigler BMW), and south (Meadow Ridge School, School District 135) are all designated the same planning land use. The property adjacent to the north is a long narrow 5-acre parcel designated by the Comp Plan for Mixed Residential to transition from the neighborhood center to the existing single family residential subdivisions. The existing BMW property to the west, the subject property, and the narrow 5-acre parcel to the north are all significantly impacted by a jurisdictional wetland. The wetland limits the developable area on the subject property and will inhibit any development between the proposed BMW inventory storage lot and the residences of Somerglen to the north.

Directly to the west of the subject property is the Wolf Point Plaza Commercial Planned Development, consisting of five (5) lots. At the center, on Lot 3, is the existing Zeigler BMW of Orland Park. BMW's current property, Lot 3, is shaped similar to the Tetris Z-shape. The eastern end of the z-leg is contiguous to the subject property and Lot 5 nests between the body of the Z and the subject property. Lot 5 of Wolf Point Plaza contains a stormwater detention pond, serving the entire planned development, and a conservation easement over the wetlands. The parcels to the east and north of the subject property are both zoned E-1 Estate Residential and have not been developed. To the south, across 159th Street, both the school district properties and the large undeveloped property are zoned LSPD Large Scale Planned Development.

The proposed rezoning and lot consolidation will effectively expand the existing Motor Vehicles Sales and Services, permitted through the special use permit for a planned development, operated by Zeigler BMW. The proposed parking lot will provide storage for inventory, exclusively. The lot is not proposed to be an expansion of the sales lot. The proposed lot will park 320 cars.

SITE PLAN

Overall

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Approximately 30% of the site is covered in a wetland area, located in the northwest corner of the parcel. The Land Development Code requires a 50' minimum buffer around a wetland of low quality. This buffer consumes an additional 10% of the site. Furthermore, the wetland was found to be of a high quality, requiring an additional buffer up to 100' from the delineated wetland. In total, this covers about 55% of the total site, greatly limiting the area of potential development.

In response to the existing wetlands on the site the petitioner proposes an L-shaped parking lot, wrapping the south and east edges of the parcel with parking, while maintaining the wetlands, wetland buffer and a stormwater detention basin on the remainder of the site. The parking along the southern edge of the site is arranged as 3-deep tandem parking; the parking along the eastern edge of the site is arranged as 2-deep tandem parking. The tandem parking allows the petitioner to achieve a higher count of cars stored on the site. The Code requires that all parking spaces have direct and unrestricted access to an aisle; the petitioner requests a modification to this on account of all the parking being used exclusively for inventory storage.

In total, the additional 320 parking spaces on Parcel 1 increase the parking count for the combined property to 956 parking spaces. The Code prescribes a parking space ratio, and does not provide consideration for motor vehicle sales that may distinguish between parking and storage stalls. Previously, the site was approved for 641 parking spaces. The Code requires a ratio of one (1) parking space per 300 sf of floor area for a commercial use for automobile sales. For Zeigler BMW this is a required 163 parking spaces. The requested total of 956 parking spaces brings the parking ratio to 4.81 parking spaces per 300 sf of floor area. The petitioner requests this modification to accommodate on-site inventory storage in support of their motor vehicle sales business.

Lot Coverage and Land Use Intensity

The proposed development of Parcel 1 totals 35% impervious lot coverage. In BIZ Zoning District, up to 75% of the total site may be impervious. The large extent of the wetlands and the stormwater detention area required by the development contribute to maintaining a low lot coverage with the proposed use. When evaluated in the combination of both lots, the proposed total lot coverage is 62%, remaining below the Code maximum. The new development of Parcel 1 does not propose any built area, thereby reducing the overall land use intensity of the combined site from an existing 0.16 FAR on Lot 3 alone to a proposed 0.11 FAR for the combined parcels. The maximum allowed FAR is 1.0.

Circulation

The proposed inventory parking lot will be accessed from the existing ingress/egress drive serving Zeigler BMW of Orland Park. The lot is intended to be accessed by BMW employees only.

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Buffers and Setbacks

Along the eastern side of the property, the petitioner will provide a Type 3 bufferyard (10'-wide landscaping + 6'-tall fence). Due to natural slopes of the site and proposed grading, the petitioner will provide an 8'-tall fence in lieu of the 6'-tall fence typically required for a Type 3 bufferyard. This Type 3 bufferyard will wrap around the northern end of the parking lot where the development will be visible from the adjacent property. Beyond that, the wetlands create a natural buffer. A bufferyard and development setback is not required at the western side of the property where the two parcels are to be combined.

Mobility

Vehicular

The primary vehicular mobility on the site for the proposed development will be between the main inventory sales area existing on Lot 3 and the inventory parking lot proposed for Parcel 1. The lot is intended to be accessed by BMW employees only. Customers will proceed, as they currently do, to the main entrance of the building for sales or service.

Walking and Biking

Recent IDOT improvements along 159th Street included an asphalt shared path parallel to 159th on the subject property. The proposed improvements will not impact that. The existing sidewalk connections from 159th to an internal sidewalk providing access to Equestrian Estates to the north will remain in place.

Public Transit

The 832 Pace bus stops at Wolf Road and 159th Street, on the far side of Wolf Point Plaza. From the subject property to the 153rd Street Metra it is a 1.5-mile walk (30 minutes). The proposed development does not have an impact on the existing access to transit, nor as an inventory lot for an existing building does it create new demand.

LANDSCAPE PLAN

The preliminary landscape plan meets the requirements of the Land Development Code for preliminary approval.

The Code provides specific requirements for parking lots, including landscape islands and screening. One (1) detached parking lot island is required for every ten (10) parking spaces provided. Required parking islands may be consolidated to allow for better soil volume and drainage. For a parking lot of 320 cars, thirty-two (32) parking lot islands are required. The petitioner is requesting a modification from this requirement and proposing the equivalent of twenty-six (26) parking lot islands. The parking lot islands have been grouped together along the 159th Street frontage to alleviate the visual impact of the inventory lot and the 3-deep tandem. Additionally, the petitioner is providing all thirty-two (32) canopy trees required.

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Along 159th Street the petitioner will provide ten (10) parkway trees and enhanced corridor plantings to screen the vehicle inventory lot. Shade trees required for tree mitigation will be planted along the corridor as well as the required ornamental or evergreen trees. Instead of the typical auto-row landscape corridor, the petition will meet parking lot screening requirements by providing shrubs and perennials to 36" tall instead of low-growing.

DETAILED PLANNING DISCUSSION

Preliminary Engineering

Stormwater Management and Wetland Buffering

The Code requires a 25'-wide naturalized buffer around any stormwater detention basin, measured from the high water line. The petitioner requests a modification to provide a 20'-wide buffer around the developed edges of the detention basin. The large extents of wetlands existing on the site limit the total developable area and as a result the petitioner requests this modification to maximize his development.

The wetlands on site are determined to be high quality wetlands, and as such, require a 100' buffer. The first 50' of the buffer must be undisturbed while the outer 50' can be averaged. This means that the outer buffer area can grow larger in some areas and more narrow in others so long as the area in total provides the requisite buffer protection. Additionally, the stormwater detention basin may be included as wetland buffer since the naturalization required meets the same intent as the buffer. Through this buffer averaging, the petitioner is able to maximize his proposed parking lot layout while complying with MWRD and Village code requirements.

The existing natural buffer around the wetland is a very densely overgrown state. Preemptive site clearing was performed on the site and removed the existing growth outside of the 50' buffer from the wetland. To remediate the removal, the petitioner will provide new native landscaping in the wetland buffer, providing a higher quality buffer than was existing.

In addition to the detention pond, the petitioner proposes permeable pavers for volume control on the site. The petitioner will be responsible for the continued maintenance and monitoring of the proposed detention basin and permeable pavers, as is the practice in the Village for all commercial properties.

Off-site Grading

The preliminary engineering plans approved by staff indicate some off-site grading between the property line and the existing asphalt path along 159th Street. The developer will be required to pay for any damages or needed restoration in this area, and any other that may arise in final engineering.

Tree Mitigation

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The petitioner is required to pay all tree mitigation fees and unpermitted tree removal fines, as agreed upon at the time of the Development Agreement, and prior to receiving construction permits.

Planning

Special Use Permit

The petitioner requests an Amendment to the Special Use Permit for a Planned Development to include the new parcel (Parcel 1), to be consolidated with the existing (Lot 3). Under the existing Special Use Permit for a Planned Development, the property is afforded a Special Use Permit for Motor Vehicle Sales and Services in BIZ General Business District.

Rezoning

The petitioner requests rezoning the lot from the existing E-1 Estate Residential District to BIZ General Business. The responses to the LaSalle Standards for Rezoning from the petitioner are included with this packet. The rezoning will bring the subject property into the same zoning district as the property with which it is to be combined.

Plat of Consolidation

The petitioner proposes consolidating the subject property, Parcel 1, into Lot 3 of Wolf Point Plaza to form a new lot, known as Lot 3A of Wolf Point Plaza. All provisions existing on Lot 3 will remain in place.

PLAN COMMISSION DISCUSSION

A public hearing for the petition was held on August 31, 2021, at the Plan Commission. Six of the seven (7) members of the Commission were present and one (1) members of the public attended. The petitioner and his engineer were present.

One member of the public, Mr. Andy Avalos, spoke. He raised concerns about light pollution visible from his property at 10901 Glenlake Drive. The rear of Mr. Avalos' house is approximately 400 feet from the proposed parking lot, as the crow flies. Mr. Avalos expressed that, currently, in the fall and winter when the deciduous trees drop their leaves, the lights at the existing BMW are highly visible, even from across the densely overgrown wetlands. He asked about the proposed lighting for the parking lot addition. The petitioner and staff responded to the concerns, stating the lighting will comply with the Village's Land Development Code for intensity and cut-offs, including a limitation of 0 footcandles at the lot line. No variance for higher lighting levels- as are often granted for dealerships- is requested for the inventory lot.

The Plan Commissioners generally recognized the proposed development as a good fit for the property, otherwise challenged by the wetlands and required buffering.

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The Plan Commissioners questioned the need to require a fence along the eastern property line, as prescribed by bufferyard Type 3. The subject property, requesting to be rezoned to a commercial use, will be adjacent to the existing E-1 Estate Residential property, necessitating a Type 2 buffer (15' of landscaping bed) or a Type 3 buffer (10' of landscaping bed and a 6'-high fence) per the Land Development Code Section 6-305.D.4.b. As the adjacent property has no active development petitions and remains vacant, Commissioner Nugent suggested that the Code-required fence may be an undue burden on the petitioner. The petitioner agreed, that even as a company making \$2 million in sales annually, he would rather not pay a one-time cost of about \$25,000 to install a fence. It is unknown if the adjacent property will develop as commercial property- whereby a bufferyard fence is not required by Code or if it will develop as residential. Nevertheless, the Commissioners agreed that the fence, though required by the Code, does not seem to serve a functional purpose today. The Plan Commission recommended granting this unrequested modification to the petitioner.

Commissioner Sanchez suggested planting more trees along the north side of the proposed development to provide better screening from the homes in Somerglen South. Staff can work with the petitioner, in final engineering and landscape plan review, to potentially provide more evergreen trees in lieu of deciduous trees within the Code-required landscaping for the bufferyard to the north.

Regarding Case Number 2021-0388, also known as BMW Parking Lot Expansion, I move to approve the Rezoning of the subject property, Parcel 1 located at 11290 W 159th Street, from E-1 Estate Residential to BIZ General Business;

And.

I move to approve an Amendment to the Special Use Permit for a Planned Development for the BMW Parking Lot Expansion;

And,

I move to approve waiving the requirement for a fence along the east property boundary line;

And.

I move approve the Preliminary Site Plan titled "Expansion Site Plan", prepared by Joseph A. Schudt and Associates, dated October 27, 2020 and last revised August 18, 2021; and "Overall Site Plan", prepared by Joseph A. Schudt and Associates, dated May 6, 2021 and last revised July 7, 2021, subject to the following conditions:

1. Meet all final engineering requirements, including required permits from outside agencies.

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2. The detention pond and associated stormwater facilities shall be privately owned and maintained by the property owner;

And,

I move to approve the Preliminary Landscape Plan, titled "Landscape Plan for BMW of Orland Park Parking Lot Expansion", prepared by Metz & Company, dated November 3, 2020 and last revised August 16, 2021, subject to the following conditions:

- 1. Submit a final landscape plan and supporting documentation to meeting all Village Codes requirements in conjunction with final engineering.
- 2. Meet all tree mitigation and tree preservation requirements per Section 6-305.F of the Land Development Code, including payment of fines and fees;

And,

I move to approve the Plat of Subdivision titled "Preliminary Plat of Zeigler BMW Orland Park Consolidation", prepared by Joseph A. Schudt and Associates, dated April 27, 2021 and last revised August 25, 2021, subject to the following conditions:

1. Submit a Record Plat of Subdivision to the Village for approval, execution, and recording.

A motion was made by Trustee Healy, seconded by Trustee Riordan, that this matter be APPROVED. The motion carried by the following vote:

Aye: 7 - Trustee Healy, Trustee Nelson Katsenes, Trustee Milani, Trustee Kampas, Trustee Riordan, Trustee Radaszewski, and Village President Pekau

Nay: 0

FINANCE

2021-0659 2021 Water and Sewer Rate Study Consultant - Approval

At the July 6, 2021, Committee of the Whole meeting, staff presented a draft request For proposals (RFP) that included three (3) work efforts: Evaluation of the Village's meter replacement program, leak detection system, and a rate study. Village Board feedback was incorporated into the RFP.

On July 30, the Village issued the request for proposals. Three firms provided proposals. One firm (SL-Serco) provided a proposal for work efforts 1 and 3 (meter replacement program evaluation and rate study). Two firms (Baxter & Woodman and NewGen Strategies and Solutions, LLC) provided proposals for work effort 3 (rate study) only. No firms provided proposals for the leak detection system.

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Work Effort 1: Meter Replacement Program Evaluation

Because the Village received only one (1) proposal, staff are contacting other qualified firms to determine why they did not submit a proposal. Once that has been investigated, staff will recommend a path forward for work effort 1.

Work Effort 2: Leak Detection System

Because there were no proposals for this work effort, staff recommends that this project be deferred to a later date.

Work Effort 3: Rate Study

The Village received three (3) proposals to conduct the rate study: Baxter & Woodman, Inc. (\$70,000), NewGen Strategies and Solutions, LLC (\$48,890, and SL-Serco, Inc. (\$70,000). Village staff reviewed the proposals, and focused their time and attention on NewGen Strategies and Solutions (NewGen), which was the lowest cost proposal (\$48,890) compared to \$70,000.

In 2015, the Village hired Municipal & Financial Services Group (MFSG) to conduct the Village's rates study. In 2019, MFSG merged with NewGen, and the same individuals who worked on the Village's engagement in 2015 would again be heading up the current rate study - they are familiar with the Village's rate model.

Several references were checked based on recent work conducted by the firm, and all responses were very positive. Staff recommends that NewGen be awarded the contract for work effort #3, rate study, for a not to exceed fee of \$48,890, subject to Village Attorney review, plus a 10% contingency, which would be utilized for work outside the stated scope of work.

Trustee Healy had questions. (refer to audio)

Village Manager Koczwara responded to Trustee Healy. (refer to audio)

I move to approve the proposal by NewGen Strategies & Solutions, LLC, for the preparation of a water, sewer and storm water sewer rate study at a cost not to exceed \$48,890;

And,

Move to approve 10% contingency for work outside the stated scope of work;

And,

To authorize the Village Manager to execute all related contracts subject to Village Attorney review.

VILLAGE OF ORLAND PARK Page 28 of 31

A motion was made by Trustee Radaszewski, seconded by Trustee Kampas, that this matter be APPROVED. The motion carried by the following vote:

Aye: 7 - Trustee Healy, Trustee Nelson Katsenes, Trustee Milani, Trustee Kampas, Trustee Riordan, Trustee Radaszewski, and Village President Pekau

Nay: 0

MAYOR'S REPORT

2021-0650 Resolution Opposing the Governor's Mandates Regarding Vaccinations and Masking

The Village President and Board of Trustees of the Village of Orland Park again call for the General Assembly to reconvene to address the health, safety, and welfare of Illinois residents in light of COVID-19, reexamine the Governor's recent mask and vaccine mandates, reexamine the Governor's mandate to require universal masking regardless of vaccination status, reexamine the Governor's Order for mandated vaccination and additional requirements for those who are eligible for accommodation, and to afford adequate due process for any municipal corporation or any individual resident of the State of Illinois or any business in the State of Illinois to appeal any masking and vaccination requirements.

The Governor's statewide orders have caused severe hardship to the Village and the residents of the Village. The Board of Trustees of the Village of Orland Park cares deeply for the health and well-being of the residents of the Village and visitors to the Village. Since the beginning of this pandemic, the Village of Orland Park has been proactive in providing assistance to its residents, businesses and visitors.

The Village desires to act for the benefit of the health, safety and welfare of the residents of the Village, by providing public access in a safe and measured way, balancing the public health situation of the Village with the other needs of Village residents. As such, the Village President and Board of Trustees of the Village re-state that it is the policy of the Village not to take enforcement action in furtherance of the mitigations set forth in the Governor's Executive Orders, because the Illinois Emergency Management Agency Act provides for enforcement of Orders promulgated under that Act by Emergency Management and/or disaster agencies organized under that Act, and because the provisions of the Orders violate the rights of Village residents without being fact-based, necessary mitigations.

President Pekau had comments and presented information regarding this matter. (refer to audio)

Trustees Kampas, Milani, and Healy had comments. (refer to audio)

VILLAGE OF ORLAND PARK Page 29 of 31

President Pekau had additional comments. (refer to audio)

I move to adopt Resolution 2124, entitled: RESOLUTION OPPOSING THE GOVERNOR'S MANDATES REGARDING VACCINATIONS AND MASKING.

A motion was made by Trustee Kampas, seconded by Trustee Milani, that this matter be PASSED. The motion carried by the following vote:

Aye: 7 - Trustee Healy, Trustee Nelson Katsenes, Trustee Milani, Trustee Kampas, Trustee Riordan, Trustee Radaszewski, and Village President Pekau

Nay: 0

NON-SCHEDULED CITIZENS & VISITORS

Residents Maryann Mahlen and Brett Mahlen addressed the Board. (refer to audio)

BOARD COMMENTS

Trustees Radaszewski, Riordan, Kampas, Milani, Katsenes, Healy and President Pekau had Board comments. (refer to audio)

EXECUTIVE SESSION

I move to recess to a Closed Executive Session for the purpose of discussion of a) approval of minutes; b) the appointment, employment, compensation, discipline, performances or dismissal of specific village employees.

A motion was made by Trustee Kampas, seconded by Trustee Milani, that this matter be APPROVED. The motion carried by the following vote:

Aye: 7 - Trustee Healy, Trustee Nelson Katsenes, Trustee Milani, Trustee Kampas, Trustee Riordan, Trustee Radaszewski, and Village President Pekau

Nay: 0

RECONVENE BOARD MEETING

The roll was called to reconvene the Regular Meeting and Trustees Healy, Katsenes, Milani, Kampas, Riordan, Radaszewski and President Pekau were present.

Purpose of the Executive Session was for the discussion of a) approval of minutes; b) the appointment, employment, compensation, discipline, performances or dismissal of specific village employees.

Present: 7 - Trustee Healy, Trustee Nelson Katsenes, Trustee Milani, Trustee Kampas, Trustee Riordan, Trustee Radaszewski and Village President Pekau

VILLAGE OF ORLAND PARK Page 30 of 31

ADJOURNMENT: 9:08 PM

A motion was made by Trustee Kampas, seconded by Trustee Nelson Katsenes, that this matter be ADJOURNED. The motion carried by the following vote:

Aye: 7 - Trustee Healy, Trustee Nelson Katsenes, Trustee Milani, Trustee Kampas, Trustee Riordan, Trustee Radaszewski, and Village President Pekau

Nay: 0

2021-0664 Audio Recording for September 7, 2021, Board of Trustees Meeting NO ACTION

/AS

Respectfully Submitted,

Patrick R. O'Sullivan, Village Clerk

VILLAGE OF ORLAND PARK Page 31 of 31

DATE: September 20,

REQUEST FOR ACTION REPORT

File Number: **2021-0674**

Orig. Department: Village President

File Name: Proclamation Honoring Van Bruggen Signs as Orland Park Business of the Month-

September 2021

BACKGROUND:

Mayor Pekau will proclaim September 20, 2021 as Van Bruggen Signs Day in the Village of Orland Park and honor Van Bruggen Signs with the Orland Park Business of the Month-September 2021.

Van Bruggen Signs has been in business since 1925, and the Village congratulates it for celebrating over 96 years as a family owned and operated business. Van Bruggen Signs made Orland Park its home in 1976, and services the community with a combined 800 years of sign design, production and installation experience currently on the shop floor.

Mayor Pekau and the Village Board of Trustees thank Van Brugeen Signs for forty-five (45) years of service to Orland Park.

BUDGET IMPACT:

REQUESTED ACTION:

MAYOR Keith Pekau

VILLAGE CLERK
Patrick R. O'Sullivan

14700 S. Ravinia Avenue Orland Park, IL 60462 708.403.6100 orlandpark.org



TRUSTEES

William R. Healy
Cynthia Nelson Katsenes
Michael R. Milani
Sean Kampas
Brian J. Riordan
Joni J. Radaszewski

Village of Orland Park Proclamation

A PROCLAMATION HONORING VAN BRUGGEN SIGNS AS ORLAND PARK BUSINESS OF THE MONTH

Whereas, Orland Park's Van Bruggen Signs first opened in 1925 by Sam Van Bruggen; and

Whereas, Van Bruggen Signs produces illuminated, non-illuminated, architectural & environmental, commercial, dimensional, wood & aluminum signs as well as vehicle lettering and graphics. The work done at Van Bruggen Signs is extensive and diverse, starting with the phone call from the client, designing of the project, manufacturing of all the parts, and installation by hand of the finished product; and

Whereas, Sam opened his first shop in Evergreen Park, he moved his company to Palos Heights in the 50's and his son Jack settled the company in Orland Park in 1976; and

Whereas, Van Bruggen Signs made Orland Park their home in 1976 and services our community with a combined 800 years of sign designing, production and installation experience currently on the shop floor; and

Whereas, Van Bruggen Signs has been family owned and operated through four generations; and

Whereas, Sam's son Jack Van Bruggen took over the business, the next generation of owners are Sam, Bill and Joel, to this day the three grandson's own and operate the business; and

Whereas, Van Bruggen Sign's familial operation does not end there, the current owners' sons and daughters work with their parents and it is said that the grand children also feel very at home in the shop; And

Whereas, Van Bruggen Signs currently has 25 employees whom the owners consider family, they frequently have Saturday barbeques together, always making sure their retired employees are also invited; and

Whereas, Sam Van Bruggen the original owner instilled in his son Jack and Jack's sons Sam, Bill, and Joel the belief in a company foundation based on ethics, quality and the desire to treat your fellow man in a kind and fair manner whether it be clients, employees or family; and

Now, therefore, I, Keith Pekau, village president of the Village of Orland Park, Illinois in the Counties of Cook and Will, do hereby extend the gratitude of the entire community to Van Bruggen Signs for more than 45 years of serving the community and hereby proclaim Monday, September 20, 2021 as Van Bruggen Signs Day in the Village of Orland Park.

Signed:

Keith Pekau, Village President

walk hast

Village of Orland Park

Dated: September 20, 2021

DATE: September 20,

REQUEST FOR ACTION REPORT

File Number: **2021-0678**

Orig. Department: Finance Department

File Name: Accounts Payable - Approval

BACKGROUND:

BUDGET IMPACT:

REQUESTED ACTION:

I move to approve the Accounts Payable from September 8, 2021 through September 19, 2021 in the amount of \$4,336,813.09.

Village of Orland Park Open Item Listing Run Date: 09/14/2021 User: JHawkins

Status: BOTH Due Date: 09/19/2021

Bank Account: BMO Harris Bank-Vendor Disbursement
Invoice Type: 911,Auto Pay (Open Lnds),Auto Pay,Auto Pay (IL Funds),Check Request,CDRefunds,Utility-General,Federal Forfeiture,Letter of Credit,OPHFC,Paid-In Advance,Petty Cash,Police
Pension-Auto,Police Pension,Retainage,Standard,State Forfeiture,State Seizure,Tax Rebate - Auto,Utility-Telecom,Utility-Refund Created By: All

[VENDOR] 6605 ; BLUE CROSS BLUE SHIELD OF ILLINOIS	[VENDOR] 14747 : BKD, LLP		[VENDOR] 12725 : BAXTER & WOODMAN, INC.	[VENDOR] 8888888.1748 : BARRACO'S PIZZA, INC.		[VENDOR] 15604: BACKCOUNTRY.COM, LLC		[VENDOR] 9331 : AXON ENTERPRISE, INC	[VENDOR] 14925 : AIR SERVICES COMPANY	[VENDOR] 13361 : AIR PRODUCTS EQUIPMENT					[VENDOR] 14476 : AFFINITECH, INC.	[VENDOR] 3333333.3185 : 70TH CT LLC	Vendors
20210901	BK01427870 BK01436038	0225925	0225929	4242.08100000000001	#n000188584162	#n000188584162	INUS003607	INUS003607	433468	W416879	51497	51497	51497	51497	51437	20210830	Vendor Invoice
121-005384	l21-005253 l21-005298	121-005390	121-005389	121-005106	121-005301	121-005301	121-005305	121-005305	121-005295	121-005288	121-005285	121-005285	121-005285	121-005285	121-005284	121-005009	Invoice
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21-000364	21-001612 21-001612	21-000964	21-001391		21-001383	21-001383	21-001379	21-001379	21-001240	21-001427	21-001103	21-001103	21-001103	21-001103	21-001386		s Purchase Order
09/14/2021	07/30/2021 09/10/2021	09/14/2021	09/19/2021	09/13/2021	08/26/2021	08/26/2021	08/28/2021	08/28/2021	08/28/2021	08/30/2021	06/16/2021	06/16/2021	06/16/2021	06/16/2021	05/28/2021	08/30/2021	Due Date
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Monthly Medical Insurance Expense - Employee	FY2020 Audit-Additional Services FY2020 Audit-Additional Services	2021 Neighborhood Road Improvement Program Construction Management	82nd Ave Multi-Use Path (135th Street to 151st Street), Phase I Preliminary Engineering Design Services	Taste Refund	The North Face Router 40L Backpack - Tnf Dark Grey Healher/Asphall Grey, One Size, Item #TNF04DJ-TNDAGRHEGR-ONESIZ	The North Face Router 40L Backpack - Tnf Black, One Size, Item #TNF04DJ-TNFBK-ONESIZ, Est. #15952	Taser X2 - Black with 4 Year Extended Warranty, Item #22002+80399	Tactical Performance Power Magazine (TPPM), Item #22012	Preventative maintenance service for compressor in V&E garage per quote 233527	17 - 6* box water coil double row for Finance remodel per quote # 1010863	AXIS P3715-PLVE Network Camera, Item #01970-001	AXIS P3245-LV Network Camera, Item #01592-001	AXIS P3245-LVE Network Camera, Item #01592-001	AXIS P3807-PVE Network Camera, Item #01048-001, Quote E51921	Axis P3245-LV Nelwork Camera, Item #01592-001, Quote #E63021	Refund of Unused Development Escrow ES-21-00017 Acct #257774	Line Item Description
092-0000-453000	010-1400-432200 010-1400-432200	054-0000-471250	054-0000-471250	283-0000-204000	010-7002-460290	010-7002-460290	010-7002-460180	010-7002-460180	010-1700-443200	010-1700-461700	054-0000-470300	054-0000-470300	054-0000-470300	054-0000-470300	054-0000-470300	010-0000-223700	Account Number
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376,618.70	11,295.00 5,400.00	37,678.15	6,343.66	3,600.00	148.95	148.95	3,492.40	852.72	1,799.24	1,649.00	746.17	2,402.85	580.17	2,239.34	480.57	1,442.50	Amount

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	[VENDOR] 10428 : CONSTELLATION NEW ENERGY, INC. 0763098102 0288057045 1227505009 0959362004 1226049002 1226049002 0408105037 0959362004	[VENDOR] 1472 : CONSERV FS 6407961 6407962 6408055	VENDOR 9754 : CONCENTRIC INTEGRATION, LLC	[VENDOR] 1165 : COM ED 1963075113	[VENDOR] 11647 : CLEANING SPECIALISTS, INC. 5713	5072381708	5072381736	5072381779	5072381744	5072381733	5072381730	[VENDOR] 14628 : CINTAS CORPORATION NO. 2 5072381716	167391	[VENDOR] 4679 : CHRISTOPHER B. BURKE ENGINEERING. 167390 LTD.	[VENDOR] 15116 : BOUND TREE MEDICAL LLC 84068429	20210901	Vendors Vendor Invoice
121-005313	121-005259 121-005261 121-005262 121-005262 121-005263 121-005266 121-005266	121-004944 121-004945 121-005353	121-005349	121-004961	121-005304	121-005341	121-005334	121-005333	121-005332	121-005331	121-005330	121-005329	121-004497	121-004495	121-005342	121-005384	Invoice
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21-001597		21-000685 21-000685 21-000685 21-000685	20-001648		21-000090	21-000128	21-000128	21-000128	21-000128	21-000128	21-000128	21-000128	20-001683	20-000995	21-001698	21-000364	Invoice Status Purchase Order
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Brewfest banner- 5x3	5/24/21-6/23/21 5/25-6/24/21 5/24-6/23/2021 5/17-6/15/2021 5/13-6/14/2021 6/14-7/14/2021 6/17-7/19/2021	water, waste water, and storm station sites. Turface and marking chalk for athletic fields Turface and marking chalk for athletic fields Turface and marking chalk for athletic fields Turface and marking chalk for athletic fields	Replacement of Programmable Logic Controllers and level controllers at all remote water, waste water, and storm station sites. Replacement of Programmable Logic	6/14-7/14	Body Transport 7/25/2021 to ME (Vitucci)	First aid cabinet replenishment for all departments	Task 1 - Topographical Survey and Field dentification of Property Limits AND Task 2 - Exhibit 5/30/21-6/26/21	2020 (Year 5 of 9) Ditch Reconstruction Design Engineering 5/30/21-6/26/21	Particulate Respirator, N95, Reg Size, Cup, Blue, Nosefoam, Fluid Resistant, Disp. LF 20/bx 6bx/cs, Item #291860	Monthly Medical Insurance Expense - Retiree	Line Item Description						
010-9450-460300	010-5002-441300 283-4003-441300 283-4003-441300 283-4003-441300 021-1800-441300 031-6002-441300 283-4003-441300	283-4003-461600 283-4003-461600 283-4003-461600 283-4003-461600	031-6001-443200	010-0000-441300	010-7002-442930	010-1700-442990	010-1700-442990	010-1700-442990	010-1700-442990	010-1700-442990	010-1700-442990	010-1700-442990	031-6007-432500	031-6007-470500	010-7002-464700	060-0000-453000	Account Number
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[VENDOR] 1100 : G.W. BERKHEIMER CO., INC.	[VENDOR] 14818 : FINNEGAN [VENDOR] 13139 : FIRST ADVANTAGE LNS OCC. HEALTH SOLUTIONS, INC.	[VENDOR] 1265 : EWERT, INC. [VENDOR] 5176 : FERGUSON ENTERPRISES	(VENDOR) 15087 ; EISELE [VENDOR] 3333333.3194 ; EMAN SUHEIL	[VENDOR] 1243 : EDWARD ELECTRIC CO.	VENDORJ 8888888.1745 : DEENA MOAWAD [VENDORJ 2095 : DELTA DENTAL PLAN OF ILLINOIS	[VENDOR] 14944 : CUCCI FISCHER [VENDOR] 15189 : DAVEY RESOURCE GROUP, INC.	Vendors
913011 913846 913846 913846 913846	20210925MF 1 2516942108 2516942108 2517002107 2517002107	218680 6219040	20210925DE 09092021	20210816	688 1487452 1487452 1478186 1478186	20211004 118821	Vendor Invoice 83555 83555 83588 83588
121-005294 121-005343 121-005343 121-005343 121-005343	121-004958 121-005326 121-005326 121-005327 121-005327	21-005296 21-005344	121-004959 121-005249	121-005141	121-005026 121-005385 121-005386 121-005387	121-005195	Invoice 21-005313 21-005313 21-005314 21-005314
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08/23/2021 08/26/2021 08/26/2021 08/26/2021 08/26/2021	09/17/2021 07/30/2021 07/30/2021 07/30/2021 08/30/2021	08/27/2021	21-001623 09/17/2021 09/08/2021		09/13/2021 09/14/2021 09/14/2021 09/14/2021 09/14/2021		Due Date 09/10/2021 09/10/2021 09/10/2021 09/10/2021
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Building supplies Tools Equipment Building supplies Machinery and equipment parts	Presenter fee to portray a Civil War general for event at Stellwagen. Pre-Employment Drug Screens Employee Drug Screens Pre-Employment Drug Screens Employee Drug Screens	Miscellaneous building supplies: Plumbing supplies for Finance remodel per invoice 8219040	Presenter fee to portray Civil War general at Stellwagen program Suheil Sept 4, 2021, Refund \$247.50 (300 deposit - 40 covid Cleaning - 12.50 xtra people)	Harlem Ave. street lighting improvements from 159th to 151st Street which includes adding two new poles with mast arms and LED luminaires, upgrading fixtures to LED, replacing wiring for street lights, replacing the street light controller, and adding weatherproof receptacles for holiday decorations.	Rec Refund Monthly Dental Expenses - Employees Monthly Dental Expenses - Retiree & COBRA Monthly Dental Expenses - Employees Monthly Dental Expenses - Retiree & COBRA	Director for Snow White Production, Oct. 8-10. 2021 Pond Shoreline Stewardships - Sterling Ridge (Warwick) Ponds - Year 2 of 4	Line Item Description Brewfest banner- 8x4 Brewfest banners- 8x4 grommets Centennial Park West banners - 8x4 Centennial Park West banners- 5x3
010-1700-461300 010-1700-460170 010-1700-460180 010-1700-461300 010-1700-461700	283-4002-490200 010-1101-428510 010-1101-428500 010-1101-428510 010-1101-428500	010-1700-461300 010-1700-461300	283-4002-490200 021-0000-373900	054-0000-471250	283-0000-204000 092-0000-453400 060-0000-453400 092-0000-453400	283-4002-490470 031-6007-443500	Account Number 010-9450-460300 010-9450-460300 010-9450-460300 010-9450-460300
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			[VENDOR] 1595 : JOE RIZZA FORD OF ORLAND PARK	[VENDOR] 8888888.1744 : JAMSHID IRANI	[VENDOR] 3333333.3193 : JAKE POOR				(VENDOR) 14577 : INTEGRITY SOURCING, LLC	[VENDOR] 9219 : INSPE ASSOCIATES, LTD		[VENDOR] 11209 : INFOSEND, INC	[VENDOR] 1395 : ILLINOIS STATE POLICE		[VENDOR] 1398 : ILLINOIS MUNICIPAL RETIREMENT FUND		[VENDOR] 15101 : HEARTLINE FITNESS MIDWEST	[VENDOR] 14808 : HALLORAN & YAUCH, INC.	[VENDOR] 12996 : H. W. LOCHNER	[VENDOR] 8028 : GRABOWSKI	[VENDOR] 15027 : GOVTEMPS USA, LLC				Vendors
651693 651840	650777	650773) PARK 650681	687	09/09/2021	94467	94467	94467	94467	71598	193336	193336	20210701	07-13-2021	MENT FUND 07-13-2021	130958	EST 129981	23882	14202-12	47512	3778950	913846	913846	913846	Vendor Invoice
121-005218 121-005219	121-005217	121-005216	121-005215	121-005025	21-005248	121-005303	121-005303	121-005303	121-005303	121-005362	121-005077	121-005077	121-005007	121-004239	121-004239	121-005293	121-005292	121-005395	121-005184	121-005128	121-005291	121-005343	121-005343	121-005343	Invoice
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21-000173 21-000173	21-000173	21-000173	21-000173			21-001360	21-001360	21-001360	21-001360	21-001692	21-001297	21-001297	21-000423	21-001115	21-001115	21-000261	21-000261	21-001410	17-003453	21-001263	21-000184	21-000040	21-000040	21-000040	Invoice Status Purchase Order
09/06/2021	08/21/2021	08/21/2021	08/20/2021	09/13/2021	09/08/2021	08/26/2021	08/26/2021	08/26/2021	08/26/2021	09/04/2021	07/18/2021	07/18/2021	09/15/2021	07/26/2021	07/26/2021		08/27/2021	08/12/2021	09/07/2021	08/20/2021	08/29/2021	08/26/2021		08/26/2021	Due Date
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Preventative maintenance and repairs for Village vehicles Preventative maintenance and repairs for	Preventative maintenance and repairs for Village vehicles	Preventative maintenance and repairs for Village vehicles	Preventative maintenance and repairs for Village vehicles	Rec Refund	Poor, Sept 5, 2021, Refund \$460 (500 deposit - 40 covid Cleaning)	Shipping	Set-up Charges	Sport Tek Fleece Hooded Pullover (Charcoal - XL) - #F244	Sport-Tek Ladies V-Neck Tee (Gray/Purple-2XL) - #LST361	Medical Exam for Scott Prieto, File No. 3556	Postage for mailing of utility bills.	Printing of utility bills.	Criminal Conviction Verifications	Accelerated Payments - Griffin	Accelerated Payments - Rittenbacher	Maintance in Fitness Center at Sportsplex	Maintance in Fitness Center at Sportsplex	Lagrange Road Irrigation System start up and shut down for the 2021 season	Phase II Engineering Design Services for 104th Ave Multi-Use Path from 159th to 163rd.	Recital DVD's from the dance recital - 79 DVD's	Contract with GovTempsUSA for an Interim Assistant Director of Development Services for FY 2021	Machinery parts for Utilities Dept.	Electrical supplies	Building supplies - Civic Center	Line Item Description
010-5006-442500 010-5006-442500	010-5006-442500	010-5006-442500	010-5006-442500	283-0000-204000	021-0000-373900	283-4005-460190	283-4005-460190	283-4005-460190	283-4005-460190	010-7002-429500	031-1400-441600	031-1400-442500	010-1101-429520	010-1200-420200	010-5002-420200	283-4007-443200	283-4007-443200	010-5002-443300	023-0000-470700	283-4002-490990	010-2003-432800	031-6002-461700	010-1700-461200	021-1800-461300	Account Number
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692.48 203.52	47.56	47.56	47.56	23.00	460.00	7.95	10.00	20.50	22.98	1,650.00	4,784.62	1,330.36	50.00	11,994.82	30,552.09	466.75	147.66	8,600.00	2,584.14	0.00	1,562.40	250.00	175.19	250.00	PAGE 4 Amount

[VENDOR] 9599 : LOW VOLTAGE SYSTEMS	[VENDOR] 8888888.1743 : LONI ADEBAYO	[VENDOR] 8888888.1747 : LITTLE MILANO'S WOOD FIRED PIZZA INC.												[VENDOR] 6879 : LIFEGUARD STORE INC.															Vendors
10/1155	686	4243.08100000000001	INV001105683 INV001105683	INV001105683	INV001105683	INV001105683	INV001105683	INV001105683	INV001105683	INV001106698	INV001106698	INV001106698	INV001106698	INV001106697	650360	648120	648636	652224	652274	652192	652145	652143	652066	652052	652045	651938	651853		Vendor Invoice
121-005282	121-005024	121-005105	121-005325 121-005325	121-005325	121-005325	121-005325	121-005325	121-005325	121-005325	121-005324	121-005324	121-005324	121-005324	121-005323	21-005374	121-005345	121-005230	121-005229	121-005228	121-005227	121-005226	121-005225	121-005224	121-005223	121-005222	121-005221	121-005220		Invoice
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21-000048			21-001460 21-001460	21-001460	21-001460	21-001460	21-001460	21-001460	21-001460	21-001500	21-001500	21-001500	21-001500	21-001500	21-001564	21-000173	21-000173	21-000173	21-000173	21-000173	21-000173	21-000173	21-000173	21-000173	21-000173	21-000173	21-000173		s Purchase Order
09/04/2021	09/13/2021	09/13/2021	09/12/2021 09/12/2021	09/12/2021	09/12/2021	09/12/2021	09/12/2021	09/12/2021	09/12/2021	09/16/2021	09/16/2021	09/16/2021	09/16/2021	09/16/2021	09/11/2021	07/13/2021	07/30/2021	09/12/2021	09/04/2021	08/23/2021	09/12/2021	09/11/2021	09/11/2021	09/10/2021	09/10/2021	09/09/2021	09/06/2021		Due Date
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Security system repairs for village buildings	Rec Refund	Taste Refund	shipping Super Soft Adult Life Vest; YELLOW; XS; SKU 1022012	Super Soft Adult Life Vest; YELLOW; XXL; SKU 1024512	Super Soft Adult Life Vest; YELLOW; XL; SKU 1024012	Super Soft Adult Life Vest; YELLOW; Medium; SKU 1023012	Super Soft Adult Life Vest; YELLOW; Small; SKU 1022512	Super Soft Children's Life Vest; YELLOW; Medium; SKU 1021512	Super Soft Children's Life Vest; YELLOW; Small; SKU 1021012	shipping	Fixed Flow Regulator; 15L/min; SKU 487	53" Cut Away Rescue Tube; RED; SKU 110R	Rescue Timmy (3yr old); SKU 1351	Equipment Totemaster Plus; SKU TE-60	Accident repairs to unit #7250 per estimate dated 7-13-2021.	Preventative maintenance and repairs for Village vehicles	Village vehicles	Line Item Description											
010-1700-442800	283-0000-204000	283-0000-204000	283-4005-464700 283-4005-464700	283-4005-464700	283-4005-464700	283-4005-464700	283-4005-464700	283-4005-464700	283-4005-464700	283-4005-464700	283-4005-464700	283-4005-464700	283-4005-460240	283-4005-460180	092-0000-452110	010-5006-442500	010-5006-442500	010-5006-442500	010-5006-442500	010-5006-442500	010-5006-442500	010-5006-442500	010-5006-442500	010-5006-442500	010-5006-442500	010-5006-442500	010-5006-442500		Account Number
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196.00	138.00	378.00	350.00 650.00	258.00	249.00	355.00	690.00	750.00	559.00	176.50	225.00	572.00	471.90	300.00	3,561.13	47.56	560.26	85.69	31.96	29.63	167.41	47.56	171.96	599.43	47.56	189.88	88.72		PAGE 5 Amount

			[VENDOR] 12754 : MCCANN INDUSTRIES, INC.						[VENDOR] 9217 : MBS IDENTIFICATION INC.	[VENDOR] 3333333.3192 : MAURICE BENNETT				[VENDOR] 3546 : MATTHEW PAVING, INC.	[VENDOR] 9156 : MASS MUTUAL				[VENDOR] 13310 : MARATHON SPORTSWEAR, INC.										[VENDOR] 12288 : MACCARB, INC.	[VENDOR] 3333333.3199 : LUTICIA STREETER		Vendors	
P49939	P49939	P49939	P49939	25520	25520	25540	25540	25540	25540	09/09/2021	20210819	20210819	20210819	20210819	174644	57181	57583	59384	59384	INV042313	INV040610	INV040356	INV040119	INV039786	INV039536	INV039426	INV039214	INV039001	INV38768	9132021	10/1156	Vendor Invoice	
121-005297	121-005297	121-005297	121-005297	121-005246	121-005246	121-005243	121-005243	121-005243	121-005243	121-005247	121-005397	121-005397	121-005397	121-005397	121-004196	121-005287	121-005286	121-005254	121-005254	121-005383	121-005382	121-005381	121-005380	121-005272	121-005271	121-005270	121-005269	121-005268	121-005252	121-005360	121-005283	Invoice	
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21-001352	21-001352	21-001352	21-001352	21-001177	21-001177	21-001490	21-001490	21-001490	21-001490		21-000773	21-000773	21-000773	21-000773	21-000864	21-000991	21-000993	21-001441	21-001441	21-000155	21-000155	21-000155	21-000155	21-000155	21-000155	21-000155	21-000155	21-000155	21-000155		21-000048	Invoice Status Purchase Order	
08/26/2021	08/26/2021	08/26/2021	08/26/2021	07/15/2021	07/15/2021	09/16/2021	09/16/2021	09/16/2021	09/16/2021	09/08/2021	09/19/2021	09/19/2021	09/19/2021	09/19/2021	07/23/2021	06/24/2021	07/04/2021	09/08/2021	09/08/2021	09/03/2021	08/30/2021	08/27/2021		08/19/2021	08/15/2021	08/14/2021			08/08/2021	09/13/2021	09/04/2021	Due Date	
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Cages for Park Pavilion Footings Part # SL-FAB05 Fab Steel	Cages for Park Pavilion Footings Part # SFI Expedite Charge	Cages for Park Pavilion Footings Part # SL-FAB05 Fab Steel	Cages for Park Pavilion Footings Part# WM-4510M 10GA MESH 8'x15' Per Estimate 005137	Freight	Ultra I PVC Card	Card Printer Ribbons Shipping	Card Printer Ribbons - YMCK Datacard T Ribbon - #534000-003	Card Printer Ribbons - YMCK Datacard T Ribbon - #534000-003	Card Printer Ribbons - YMCK Datacard T Ribbon - #534000-003	Bennett, Sept 4, 2021, Refund (\$160 (200 deposit - 40 covid Cleaning)	Sidewalk Gaps	Public Roadway Asphalt Patching	Pavement Maintenance- Multi-Use Path Repairs & Maintenance	Pavement Maintenance- Parking Lots	Ad hoc reporting (1 occurrence(s) of Plan Amendment (Settlor fee) @ 300.00)	Tshirts for Voyagers Day Camp.	Tshirts for Buddies Day Camp staff.	Taste Staff Shirts-adding funds	Taste of Orland Staff Shirts per quote 59384	CO2 for Pool	CO2 for Pool	CO2 for Paol	CO2 for Pool	CO2 for Pool	CO2 for Pool	CO2 for Pool	CO2 for Papi	CO2 for Pool	CO2 for Pool	Streeter, September 11, 2021, \$460 Deposit Refund(\$500 Deposit - \$40 Covid Cleaning)	Security system repairs for village buildings	Line Item Description	
010-1700-470100	010-1700-470100	010-1700-470100	010-1700-470100	283-4007-460100	283-4001-460100	283-4007-460100	283-4005-460100	283-4007-460100	283-4001-460100	021-0000-373900	054-0000-471500	054-0000-471250	054-0000-471250	054-0000-443630	010-1101-432800	283-4002-490410	283-4002-460190	010-9400-460190	010-9400-460190	283-4005-462500	283-4005-462500	283-4005-462500	283-4005-462500	283-4005-462500	283-4005-462500	283-4005-462500	283-4005-462500	283-4005-462500	283-4005-462500	021-0000-373900	010-1700-442800	Account Number	
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126.28	150.00	1,327.52	701.76	25.00	240.00	25.00	250.00	500.00	500.00	160.00	25,000.00	53,940.12	6,504.88	70,079.14	300.00	620.30	288.16	106.33	1,805.70	169.30	292.51	527.30	295.80	307.69	632.29	474.58	742.85	785.86	689.47	460.00	389.00	Amount	8 <u>1</u> 000

	[VENDOR] 333383.3191 : NAJWA SALEH [VENDOR] 15278 : NAPA AUTO PARTS	(VENDOR) 2045 : MUNICIPAL MARKING DISTRIBUTORS,	[VENDOR] 12786 : MINERAL MASTERS [VENDOR] 12387 : MUNICIPAL COLLECTIONS OF AMERICA	Vendors [VENDOR] 15366 : MICHELS PIPE SERVICES
1714 1714 1714 1714 1714 1714 1714 1714	090821 1714 1714	52308 52305 52306 523138 32138 32138 32138 32138 32138	00047992 A 52300	Vendor Invoice P49939 1712046 1712056
121-005231 121-005231 121-005231 121-005231 121-005231 121-005231 121-005231 121-005231 121-005231 121-005231 121-005231 121-005233 121-005233 121-005233 121-005233 121-005233 121-005233 121-005233	121-005245 121-005231 121-005231	121-005040 121-005041 121-005045 121-005122 121-005122 121-005122 121-005122 121-005122	I21-004622	Invoice 121-005297 121-005363 121-005364
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21-000318 21-000318	21-000318	21-001433 21-001433 21-001433 21-001371 21-001371 21-001371 21-001371 21-001371	21-000157 21-001433	21-001352 20-002020 20-002020
09/10/2021 09/10/2021 09/10/2021 09/10/2021 09/10/2021 09/10/2021 09/10/2021 09/10/2021 09/10/2021 09/10/2021 09/10/2021 09/10/2021 09/10/2021 09/10/2021 09/10/2021 09/10/2021 09/10/2021 09/10/2021 09/10/2021 09/10/2021	09/08/2021 09/10/2021 09/10/2021	07/30/2021 07/30/2021 07/30/2021 07/30/2021 09/03/2021 09/03/2021 09/03/2021 09/03/2021 09/03/2021	08/16/2021 07/30/2021	Due Date 08/26/2021 05/30/2021 07/03/2021
3 4 4 4 7 7 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6	N	4337 1 1 1 1		Line No
16 PB DS PENETRANT 16 PB DS PENETRANT BLASTER LUBRICANT WHEELBARROW TIRE & TUBE PX ALUM ANTI-SEIZE LU CLAMP U-BOLT WHITE VENTED FULL BRIM VGUARD HARD HAT RUST-OLEUM HIGH PERF. BRIGHT RED ENAMEL GUNK ENGINE DEGREASER 16 PB DS PENETRANT XL LEVEL 2 GREY GLOVES BLUE VENTED FULL BRIM VGUARD HARD HAT CYLINDER RENTAL (>100CF) CYLINDER RENTAL (>100CF) SAFETY/EPA FEE SAFETY/EPA FEE CYLINDER RENTAL (>100CF)	Najwa Saleh, 9102 Pine Street, reimbursement for irrigation damage due to construction of new ADA sidewalk/ramp at corner property. WASP AND HORNET KILLER PROCELL 9V	OP Water June Statements OPPADD June Statements (Parking tickets with fees) OPPARK June Statements (Parking tickets w/o fees) Seymour Precaution Blue Paint (20-653) Seymour White Paint (20-652) Seymour White Paint (20-652) Seymour Green Fluorescent Paint (20-668) Seymour Green Fluorescent Paint (20-668) Seymour Green Fluorescent Paint (20-668) Shipping & Handling Tier 3	sodium hypochlorite - delivered at \$1.27 per gallon OPLADD June Statements (Ordinance with fees)	Line Item Description Cages for Park Pavilion Footings Part # SL-FAB05 Fab Steel Sanitary Manhole Rehabilitation 2020 Sanitary Manhole Rehabilitation 2020
031-6002-460290 031-6002-460290	054-0000-471250 031-6002-460290 031-6002-460290	031-1400-431100 010-0000-431100 010-0000-431100 031-6002-460290 031-6002-460290 031-6003-460290 031-6007-460290 031-6007-460290	283-4005-462500 010-0000-431100	Account Number 010-1700-470100 031-6003-443800 031-6003-443800
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5.21 5.21 3.22 24.99 6.68 7.79 4.02 19.51 9.67 3.90 5.21 3.67 19.51 9.90 9.90	2,260.00 2,97 3.06	54.70 4.538.09 1.127.00 768.00 384.00 384.00 384.00 65.00	1,301.75 1,726.57	PAGE 7 Amount 192.48 87,337.08 50,501.33

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1716 1716	1716	1716	1716	1716	1716	1716	1716	1716	1716	1716	1716	1716	1716	1716	1716	1716	1716	1716	1716	1716	1716	1716	1716	1792	1792	1792	1792	1792	1792	1792	1792	1792	1792	1792	1792	1792	1792	1792	1792	1792	1792	1792	1754	1754	1754	Vendor Invoice	
121-005236 121-005236	121-005236	121-005236	121-005236	121-005236	121-005236	121-005236	121-005236	121-005236	121-005236	121-005236	121-005236	121-005236	121-005236	121-005236	121-005236	121-005236	121-005236	121-005236	121-005236	121-005236	121-005236	121-005236	121-005236	121-005234	121-005234	121-005234	121-005234	121-005234	121-005234	121-005234	121-005234	121-005234	121-005234	121-005234	121-005234	121-005234	121-005234	121-005234	121-005234	121-005234	121-005234	121-005234	121-005233	121-005233	121-005233	Invoice	
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21-000168 21-000168	21-000168	21-000168	21-000168	21-000168	21-000168	21-000168	21-000168	21-000168	21-000168	21-000168	21-000168	21-000168	21-000168	21-000168	21-000168	21-000168	21-000168	21-000168	21-000168	21-000168	21-000168	21-000168	21-000168	21-000145	21-000145	21-000145	21-000145	21-000145	21-000145	21-000145	21-000145	21-000145	21-000145	21-000145	21-000145	21-000145	21-000145	21-000145	21-000145	21-000145	21-000145	21-000145	21-000182	21-000182	21-000182	Invoice Status Purchase Order	
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QT SHELL T2 15W40 HD MOTOR OIL OIL FILTER	IN-LINE FUEL FILTER	FUEL FILTER	5" VOP DECAL	6 WAY TRAILER PLUG	NAPA GOLD AIR FILTER	NAPA GOLD AIR FILTER	3/4" HEATER HOSE	MUD FLAP	PLATE SET	QT SHELL T2 15W40 HD MOTOR OIL	GASKET	FUEL FILTER	245/55R18 GOODYEAR EAGLE RSA	5/16" SAFETY PIN	5" VOP DECAL	6 WAY TRAILER PLUG	IN-LINE FUEL FILTER	FUEL FILTER	OIL FILTER	BREAK AWAY CABLE & PIN	MUD FLAP	PLATE SET	3" ALUM. OXIDE 3/8 ARBOR CUT WHEEL	N95 FACE MASK	ANTIFOG FOAM LINED SAFETY EYEWEAR	2" X "2.5 NIPPLE	SAFETY GLOVE - HI VIZ GREEN LG	RAIN X 2N1 CLEANER	ARMORALL MULTI-PURP	ARMORALL PROT 32OZ	VIZ EXTREME WORK GLOVES	SAFETY GLOVE - HI VIZ GREEN XL	SAFETY GLOVE - HI VIZ GREEN LG	135 GAL IBC TOTE 2" CAMLOCK	2" CAMLOCK TO GARDEN HOSE ADAPTER	X-LARGE DURA KNIT WORK GLOVES	SAFETY GLOVE - HI VIZ GREEN XL	SAFETY GLASSES-CLEAR	LARGE DURA KNIT WORK GLOVES	16 PB DS PENETRANT	JHE3-63H	OZIUM CITRUS AIR FRSH	CYLINDER RENTAL (<100CF)	CYLINDER RENTAL (>100CF)	CYLINDER RENTAL (<100CF)	Line Item Description	
010-5006-462200 010-5006-461700	010-5006-461700	010-5006-461700	010-5006-461700	010-5006-461700	010-5006-461700	010-5006-461700	010-5006-461800	010-5006-461800	010-5006-461800	010-5006-461700	010-5006-461700	010-5006-461700	010-5006-461890	010-5006-461700	010-5006-461700	010-5006-461700	010-5006-461700	010-5006-461700	010-5006-461700	010-5006-461700	010-5006-461800	010-5006-461800	010-5006-461990	010-5002-461990	010-5002-461990	010-5002-461990	010-5002-461990	010-5002-461990	010-5002-461990	010-5002-461990	010-5002-461990	010-5002-461990	010-5002-461990	010-5002-461990	010-5002-461990	010-5002-461990	010-5002-461990	010-5002-461990	010-5002-461990	010-5002-461990	010-5002-461990	010-5002-461990	010-1700-442990	010-1700-442990	010-1700-442990	Account Number	
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Vendors	
Vendor Invoice	
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Invoice Status Purchase Order	
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Line Item Description	
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3 WESTERN CHAIN ASSEM.	2 OIL FILTER	1 NAPA HEAVY DUTY 30QT	3/4" X 100' CONTRACTOR GARDEN HOSE	255/60R18 EAGLE ENFORCER	3 245/55R18 GOODYEAR EAGLE RSA	7 NAPA 10W30 QT	GT SHELL T2 15W40 HD MOTOR OIL	5 255/60R18 EAGLE ENFORCER	OIL FILTER	3 QUARTER FENDER KIT	9 GEAR OIL	BRAKE PARTS CLEANER) 3M 1700 ELEC. TAPE	BRAKE PARTS CLEANER	HYDRAULIC FILTER	Ī	NAPA GOLD FUEL FILTER				NAPA GOLD AIR FILTER			NAPAGOLD FUEL FILTER	NAPA GOLD FUEL FILTER	NAPA GOLD OIL FILTER	LUCAS RED-TACKY GRS		5" VOP DECAL		N-LINE FUEL FILTER	FUEL FILTER						IN-LINE FUEL FILTER		QT SHELL T2 15W40 HD MOTOR OIL	5" VOP DECAL	6 WAY TRAILER PLUG	IN-LINE FUEL FILTER	FUEL FILTER	OIL FILTER	QT SHELL T2 15W40 HD MOTOR OIL	QT SHELL T2 15W40 HD MOTOR OIL	
010-5006-461720	010-5006-461800	010-5006-462200	010-5006-461990	010-5006-461890	010-5006-461890	010-5006-462200	010-5006-462200	010-5006-461890	010-5006-461800	010-5006-461800	010-5006-462200	010-5006-461100	010-5006-461990	010-5006-461100	010-5006-461700	010-5006-461700	010-5006-461700	010-5006-461700	010-5006-462200	010-5006-461700	010-5006-461700	010-5006-461700	010-5006-461700	010-5006-461700	010-5006-461700	010-5006-461800	010-5006-462200	010-5006-461700	010-5006-461700	010-5006-461700	010-5006-461700	010-5006-461700	010-5006-461700	010-5006-462200	010-5006-461700	010-5006-461700	010-5006-461700	010-5006-461700	010-5006-461700	010-5006-462200	010-5006-461700	010-5006-461700	010-5006-461700	010-5006-461700	010-5006-461700	010-5006-462200	010-5006-462200	
\$ 106.10	\$ -3.10	\$ 6.24	\$ 59.77	\$ -697.40	\$ 611.92	\$ 6.04	\$ 22.40	\$ 697.40	\$ 3.10	\$ 91.46	\$ 8.16	\$ 5.84	\$ 1.61	\$ 2.92	\$ 115.74	\$ 11.35	\$ -6.38	\$ 15.54	\$ 15.68	\$ 13.25	\$ 22.17	\$ 16.02	\$ 10.71	\$ 8.42	\$ 6.38	\$ 2.88	\$ 4.76	\$ 8.32	\$ 3.77	\$ 7.10	\$ 14.40	\$ 7.91	\$ 10.97	\$ 11.20	\$ 3.77		\$ 7.91	\$ 14.40	\$ 10.97	\$ 11.20	\$ 3.77	\$ 7.10	\$ 14.40	\$ 7.91	\$ 10.97	\$ 11.20	\$ 11.20	

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PAINTER'S TAPE BED EXTENDER HD TIRE VALVE LABOR FOR SERVICES ON 6078 6078 TIRE DISPOSAL WHEEL RECON 425/65R22.50/20 F/S FS818 11R22.5/14 F/S D663 RADIAL BLADE IDLER PULLEY CABLE BLADE BELT TRACTION DRIVE BEARING COOLANT TEST STRIPS QT SHELL 72 15W40 HD MOTOR OIL 1GAL RTU ANTIFREEZE STOPS RUST GLOSS WHITE OIL FILTER WASP AND HORNET KILLER NAPA GOLD AIR FILTER 12-16.5/10 CARLISLE TRAC CHIEF 1"-8 X 9" GR 5 BOLT 2.5 GAL DEF - MOTORCRAFT CORE DEPOSIT CORE DEPOSIT CORE DEPOSIT 5/8-11 TOP LOCK FLANGE NUT 3/4" X 8" WRAP AROUND SHOE 5/8"X8"/132" 5/8"X11 TIPL 3.5" PLOW BOLT GROUP 65 MOTORCRAFT CORE DEPOSIT CORE DEPOSIT CORE DEPOSIT CORE DEPOSIT GROUP 65 MOTORCRAFT CORE DEPOSIT GROUP 65 MOTORCRAFT CORE DEPOSIT CORE DEPOSIT CORE DEPOSIT GROUP 65 MOTORCRAFT CORE	WESTERN SNOW SHOE PIVOT BAR KIT PIVOT PLATE KIT PIVOT RAR PIN KIT	Line Item Description
010-5006-461390 010-5006-461390 010-5006-461890 010-5006-461890 010-5006-461890 010-5006-461890 010-5006-461890 010-5006-461700 010-5006-461700 010-5006-461700 010-5006-461700 010-5006-461700 010-5006-461700 010-5006-461890 010-5006-461890 010-5006-461890 010-5006-461890 010-5006-461890 010-5006-461890 010-5006-461800 010-5006-461800 010-5006-461800 010-5006-461800 010-5006-461800 010-5006-461800 010-5006-461800 010-5006-461800 010-5006-461800 010-5006-461800 010-5006-461800 010-5006-461800 010-5006-461800 010-5006-461800 010-5006-461800 010-5006-461990 010-5006-461990 010-5006-461720 010-5006-461720 010-5006-461720 010-5006-461720	010-5006-461720 010-5006-461720 010-5006-461720 010-5006-461720	Account Number
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QT SHELL T2 15W40 HD MOTOR OIL	CORE DEPOSIT	BATTERY INSULATOR	CORE DEPOSIT	GROUP 65 MOTORCRAFT	5/8 -11 X 3.5" PLOW BOLT	255/60R18 EAGLE ENFORCER	3" PLOW BOLT	5/8"X11 TPI X 4" GR8	3/8" X 12" X 12' PLOW DEFLECTOR	WHITE PAINT MARKER	YELLOW PAINT MARKER	CRANK HANDLE ASSEMBLY	1/4" FNPT "M" PLUG	1/4" FNPT "M" COUPLER	AIR HOSE	1/4" FNPT "M" PLUG	1/4" FNPT "M" COUPLER	CR2032 3V	QT SHELL T2 15W40 HD MOTOR OIL	RECHARGABLE BATTERY	3M 1700 ELEC. TAPE	5/8-11 TOP LOCK FLANGE NUT	5/8"X11 TPI X 4" GR8	3/4" X 8" WRAP AROUND SHOE	5/8-11 TOP LOCK FLANGE NUT	5/8"-11X3.5" PLOW BOLT	5/8"X8"/132"	ZEP WALL MOUNT DISPEN.	3" ALUM. OXIDE 3/8 ARBOR CUT WHEEL	NAPAGOLD OIL FILTER	NAPA HEAVY DUTY 30QT	TORO SEAT	LARGE SEAT COVER	MILLER CONTACT TIP .035" (#000068)	PRO NOZZLE	12" SAW BLADES	255/60R18 EAGLE ENFORCER	SAW BLADES	5/8-11 TOP LOCK FLANGE NUT	1"-8 GR 8 NYLON LOCK NUT	DOWNSTREAM O2 SENSOR	RUST-OLEUM HIGH PERF. BRIGHT RED	5/8"X11 P X 4" GR8	5/8 -11 X 3.5" PLOW BOLT	The room proof	Line Item Description			
010-5006-462200	010-5006-461800	010-5006-461800	010-5006-461800	010-5006-461800	010-5006-461720	010-5006-461890	010-5006-461720	010-5006-461720	010-5006-461720	010-5006-461990	010-5006-461990	010-5006-461990	010-5006-460170	010-5006-460170	010-5006-460170	010-5006-460170	010-5006-460170	010-5006-461800	010-5006-462200	010-5006-461720	010-5006-461990	010-5006-461720	010-5006-461720	010-5006-461720	010-5006-461720	010-5006-461720	010-5006-461720	010-5006-461100	010-5006-461990	010-5006-461700	010-5006-462200	010-5006-461700	010-5006-461700	010-5006-461990	010-5006-461990	010-5006-461990	010-5006-461890	010-5006-461990	010-5006-461720	010-5006-461720	010-5006-461720	010-5006-461720	010-5006-461720	010-5006-461800	010-5006-461800	010-5006-461720	010-5006-461720		Account Number
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15.68	-11.00	19.05	11.00	100.26	2.67	697.40	-3.24	4.94	115.49	10.81	16.29	15.32	0.96	6.27	25.58	9.61	62.73	0.65	21.28	21.14	1.61	2.20	9.88	193.48	7.15	17.37	446.66	16.96	1.53	5.76	3.12	407.67	47.73	2.72	10.85	21.72	697.40	21.72	7.15	7.15	-339.17	-339.17	2.39	85.74	9.67	9.88	24.03		Amount

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Z HOSE END FITTING	WEATHERSHIELD EN HOSE	Z HOSE END FITTING	WEATHERSHIELD EN HOSE	Z HOSE END FITTING	Z HOSE END FITTING	COUPLING	COUPLING	11" REAR WIPER BLADE	WASP AND HORNET KILLER	Z HOSE END FITTING	WEATHERSHIELD EN HOSE	ACETYLENE	OXYGEN	DELIVERY CHARGE	HAZ MAT CHARGE	ENERGY AND FUEL EXP	CURB SHOE 3/4"X6" 11/16" SQUARE HOLES	5/8" - 11 TOP LOCK FLANGE NUT	5/8"X11 TPI X 4" GR8	90 DEG. CRIMP HOSE ASSEM.	5/8" - 11 TOP LOCK FLANGE NUT	5/8"X11 TPI X 4" GR8	CURB SHOE 3/4"X6" 11/16" SQUARE HOLES	255/60R18 EAGLE ENFORCER	BROOM PACK	3XL SPARK GUARD JACKET	NAPA HYDRAULIC FILTER	FUEL FILTER	Z HOSE END FITTING	WEATHERSHIELD EN HOSE	SPARK PLUG	NAPA GOLD OIL FILTER	NAPA GOLD AIR FILTER	NAPA HYDRAULIC FILTER	FUEL FILTER	NAPA HEAVY DUTY 30QT	ISO 68 BIO HYD, OIL GAL	5/8"Y11 TDI Y A" GD8	5/8" - 11 TOP LOCK FLANGE NUT	GLASS CLEANER 180Z	1GAL RTU ANTIFREEZE	NAPAGOLD FUEL FILTER	OIL FILTER	CORE DEPOSIT	CORE DEPOSIT	GROUP 65 MOTORCRAFT	Line Item Description	
010-5006-461720	010-5006-461720	010-5006-461720	010-5006-461720	010-5006-461720	010-5006-461720	010-5006-461720	010-5006-461720	010-5006-461800	010-5006-461990	010-5006-461800	010-5006-461800	010-5006-461990	010-5006-461990	010-5006-461990	010-5006-461990	010-5006-461990	010-5006-461720	010-5006-461720	010-5006-461720	010-5006-461720	010-5006-461720	010-5006-461720	010-5006-461720	010-5006-461890	010-5006-461100	010-5006-461700	010-5006-461700	010-5006-461700	010-5006-461720	010-5006-461720	010-5006-461700	010-5006-461700	010-5006-461700	010-5006-461700	010-5006-461700	010-5006-462200	010-5006-462200	010-5006-461720	010-5006-461720	010-5006-461100	010-5006-462200	010-5006-461700	010-5006-461700	010-5006-461700	010-5006-461700	010-5006-461700	Account Number	
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21.84	23.54	29.16	24,97	5.46	12.46	24.01	10.98	12.72	2.97	27.68	16.56	77.75	20.99	59.02	17.34	19.29	78.26	1.00	4.94	49.60	1.00	4.94	78.26	174.35	17.37	27.12	4.82	-2.21	13.84	8.28	5.88	3,17	10.34	4.82	2.21	12.48	56.57	988	2.00	1.84	7.04	9.25	9.99	-11.00	11.00	100.26	Amount	PAGE 12

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121-005236	121-005236	121-005236	121-005236	121-005236	121-005236	121-005236	121-005236	121-005236	121-005236	121-005236	121-005236	121-005236	121-005236	121-005236	121-005236	121-005236	121-005236	121-005236	121-005236	121-005236	121-005236	121-005236	121-005236	121-005236	121-005236	121-005236	121-005236	121-005236	121-005236	121-005236	121-005236	121-005236	121-005236	121-005236	121-005236	121-005236	121-005236	121-005236	121-005236	121-005236	121-005236	121-005236	121-005236	121-005236	121-005236	121-005236	121-005236		Invoice
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SHIFT LINKAGE BSHING	TRANS SHIFT CABLE	CORE DEPOSIT	WEATHERSHIELD EN HOSE	1/4" MIP CLOSE NIPPLE	Z HOSE END FITTING	Z HOSE END FITTING	Z HOSE END FITTING	CORE DEPOSIT	GROUP 65 MOTORCRAFT	CRIMP HOSE ASSEM.	WEATHERSHIELD EN HOSE	Z HOSE END FITTING	Z HOSE END FITTING	WEATHERSHIELD EN HOSE	Z HOSE END FITTING	Z HOSE END FITTING	WEATHERSHIELD EN HOSE	Z HOSE END FITTING	AIR FILTER	CABIN FILTER	5710811 THRUST SHAFT	316 GRADE 3/8" STAINLESS ROD 3FT	OIL FILTER	NAPA HEAVY DUTY 30QT	CB50 TIP - 70A	CB50 SWIRL RING	CB50 ELECTRODE	TORO SEAT COVER	ROCKER SWITCH	INLINE FUEL FILTER	CLUTCH CABLE	WORKMAN HDX SEAT	IN TANK FUEL FILTER	Z HOSE END FITTING	Z HOSE END FITTING	WEATHERSHIELD EN HOSE	WEATHERSHIELD EN HOSE	Z HOSE END FITTING	WEATHERSHIELD EN HOSE	ROYAL BL	CHRY RED	SBUSY	LEAF GRE	HYD HOSE FITTINGS	HYD HOSE FITTINGS	Z HOSE END FITTING	WEATHERSHIELD EN HOSE	The second secon	Line Item Description
010-5006-461800	010-5006-461800	010-5006-461800	010-5006-461720	010-5006-461720	010-5006-461720	010-5006-461720	010-5006-461720	010-5006-461800	010-5006-461800	010-5006-461720	010-5006-461720	010-5006-461720	010-5006-461720	010-5006-461720	010-5006-461720	010-5006-461720	010-5006-461720	010-5006-461720	010-5006-461800	010-5006-461800	010-5006-460170	010-5006-461990	010-5006-461700	010-5006-462200	010-5006-461990	010-5006-461990	010-5006-461990	010-5006-461990	010-5006-461700	010-5006-461700	010-5006-461700	010-5006-461700	010-5006-461700	010-5006-461720	010-5006-461720	010-5006-461720	010-5006-461720	010-5006-461720	010-5006-461720	010-5006-461990	010-5006-461990	010-5006-461990	010-5006-461990	010-5006-461800	010-5006-461800	010-5006-461720	010-5006-461720		Account Number
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1200000	121-005336	121-005336	121-005336	121-005336	121-005336	121-005336	121-005336	121-005335	121-005335	121-005335	121-005335	121-005335	121-005335	121-005335	121-005335	121-005335	121-005236	121-005236	121-005236	121-005236	121-005236	121-005236	121-005236	121-005236	121-005236	121-005236	121-005236	121-005236	121-005236	121-005236	121-005236	121-005236	121-005236	121-005236	121-005236	121-005236	121-005236	121-005236	121-005236	121-005236	121-005236	121-005236	121-005236	121-005236	121-005236	Invoice	
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	BRAKE BARTS CLEANER	ZEP WALL MOUNT DISPEN.	ZEP WALL MOUNT DISPEN.	BRASS WIRE BRUSH	BRASS WIRE BRUSH	5/8" DRILL CHUCK KEY	5710811 THRUST SHAFT	6 3/10A GDB SERIES FUSE	0.035" ER308LSI BLACKSTONE? S/S MIG WELD	CYLINDER RENTAL (<100CF)	CYLINDER RENTAL (>100CF)	SAFETY/EPA FEE	MC ACETYLENE DISSOLVED	20 CU FT 02	HELIUM/ARGON/CO2 WELDING GAS	US CYL GAS DELIVERY CHARGE	HST/TRANS FILTER	HYDRAULIC FILTER	NAPA HYDRAULIC FILTER	NAPA HYDRAULIC FILTR	NAPA GOLD OIL FILTER	OIL FILTER	NAPA GOLD AIR FILTER	NAPA HYDRAULIC FILTER	NAPA HYDRAULIC FILTR	NAPAGOLD FUEL FILTER	NAPA GOLD OIL FILTER	QT SHELL T2 15W40 HD MOTOR OIL	225/70R19.5/14 CNTNTL HSR M+S	CORE DEPOSIT	CORE DEPOSIT	STARTER	Z HOSE END FITTING	Z HOSE END FITTING	WEATHERSHIELD EN HOSE	CURB SHOE 3/4"X6" 11/16" SQUARE HOLES	5/8"X11 TPI X 4" GR8	5/8" - 11 TOP LOCK FLANGE NUT	CURB SHOE 3/4"X6" 11/16" SQUARE HOLES	5/8"X11 TPI X 4" GR8	5/8" - 11 TOP LOCK FLANGE NUT	AIR HOSE	1/4" FNPT "M" COUPLER	1/4" FNPT "M" PLUG	SPRAYER	Line Item Description	
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	2.92 2.93	-16.96	16.96	1.97	1.97	4.00	29.65	26.78	76.09	10.23	10.23	14.08	26.09	8.70	244.57	38.04	64.24	24.12	-11.60	-10.75	-3.17	12.62	13.30	11.60	10.75	5.37	3.17	9.63	790.28	-15.00	15.00	142.54	17.00	9.34	7.73	78.26	4.94	1.00	78.26	4.94	1.00	25.58	6.27	0.96	3.04	Amount	PAGE 14

	Vendors	
1956	Vendor Invoice	
121-005336	Invoice	
PEND 21-000168	Invoice Status Purchase Order	
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9	Line No	
36OZ SOFT SCRUB CLEANER	Line Item Description	
010-5006-461100	Account Number	
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GROUP 65 MOTORCRAFT	CORE DEPOSIT	CORE DEPOSIT	BATTERY	WEATHER STRIPPING	LATCH JAW	PLOW PIN	PLOW SPRING	5/8"X11 TPI X 4" GR8	5/8" - 11 TOP LOCK FLANGE NUT	CURB SHOE 3/4"X6" 11/16" SQUARE HOLES	PIVOT BAR - GREASABLE UPGADE	PIVOT BAR PIN KIT	PIVOT PLATE KIT	PIVOT BAR - GREASABLE UPGADE	PIVOT BAR PIN KIT	PIVOT PLATE KIT	CURB SHOE 3/4"X6" 11/16" SQUARE HOLES	5/8"X11 TPI X 4" GR8	5/8" - 11 TOP LOCK FLANGE NUT	Z HOSE END FITTING	Z HOSE END FITTING	WEATHERSHIELD EN HOSE	TORO RIM	AIR FILTER PRO SELECT	NAPA GOLD OIL FILTER	ATC-15 FUSE PAC	BREAK AWAY CABLE & PIN	STARTER-REWIND	PARKER HYD COUPLER - FEMALE	5" VOP DECAL	HYDRAULIC FILTER	FUEL FILTER	F/W SEPARATOR	CARTRIDGE FUEL FILTER	OUTER TIE ROD END	STARTER	VOP LETTERS FOR NEW UNIT	5" VOP DECAL	PENETRANT OIL	BRAKE PARTS CLEANER	360Z SOFT SCRUB CLEANER						
010-5006-461800	010-5006-461800	010-5006-461800	010-5006-461800	010-5006-461800	010-5006-461720	010-5006-461720	010-5006-461720	010-5006-461720	010-5006-461720	010-5006-461/20	010-5006-461720	010-5006-461720	010-5006-461720	010-5006-461720	010-5006-461720	010-5006-461720	010-5006-461720	010-5006-461720	010-5006-461720	010-5006-461700	010-5006-461700	010-5006-461700	010-5006-461700	010-5006-461700	010-5006-461700	010-5006-461700	010-5006-461700	010-5006-461700	010-5006-461700	010-5006-461700	010-5006-461700	010-5006-461700	010-5006-461700	010-5006-461700	010-5006-461700	010-5006-461700	010-5006-461700	010-5006-461700	010-5006-462200	010-5006-461100	010-5006-461100	010-5006-461100	010-5006-461100	010-5006-461100	010-5006-461100	010-5006-461100	
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105.17	-11.00	11.00	105.17	152.70	185.46	29.88	14.32	4.94	1.00	/6.09	198.91	22.98	223.93	198.91	22.98	223.93	76.09	4.94	1.00	14.06	24.90	72.45	162.29	3.37	3.33	0.48	4.73	47.82	70.79	7.54	110.11	64.93	17.21	46.89	81.44	211.96	35.98	15.08	7.75	2.92	5.84	2.92	2.92	2.92	5.84	4.54	

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AR DRYER	2 BOLT FLANGE BEARING	1 1/4" FLANGE BEARING FL206	2 BOLT FLANGE BEARING	CARRIAGE BOLT 1/2"-13 X 1 1/2"	BUSHING 1.25/2.5"	SLACK ADJUSTER	1 1/4" FLANGE BEARING FL206	BUSHING 1.25/2.5"	TURN	UNIVRS 2-STUD BRACKET	BRACKET	NETA: "3 STUD" LICENSE BLATE	SEAL SEAL	BELT	MTRCRFT 20" WIPER	COMBINATION BOX LAMP	SLACK ADJUSTER	UNIVRS 2-STUD BRACKET	V-RIBBED BELT	OIL FILTER	NAPA CABIN AIR FILTER	NAPA CABIN AIR FILTER	CORE DEPOSIT	CORE DEPOSIT	BATTERY	HYD LINE	TUBE	BRAKE PARTS CLEANER	V-RIBBED BELT	24SI ALTERNATOR HINGED	CABIN FILTER	OIL FILTER	AIR FILTER	MTRCRFT 20" WIPER	FUEL FILTER	OIL FILTER	JIC#6 PLUG	PX CLEAR RTV SILICONE	WEATHERSHIELD EN HOSE	Z HOSE END FITTING	Z HOSE END FITTING	3/4" HEATER HOSE	MTRCRFT 20" WIPER	OIL FILTER	CORE DEPOSIT	CORE DEPOSIT	Line Item Description	
010-3005-461600	010-5006-461800	010-5006-461800	010-5006-461800	010-5006-461800	010-5006-461800	010-5006-461800	010-5006-461800	010-5006-461800	U10-5006-461800	010-5006-461800	010-0000-101000	010-5006-461800	010-5006-461800	010-5006-461800	010-5006-461800	010-5006-461800	010-5006-461800	010-5006-461800	010-5006-461800	010-5006-461800	010-5006-461800	010-5006-461800	010-5006-461800	010-5006-461800	010-5006-461800	010-5006-461800	010-5006-461800	010-5006-461800	010-5006-461800	010-5006-461800	010-5006-461800	010-5006-461800	010-5006-461800	010-5006-461800	010-5006-461800	010-5006-461800	010-5006-461800	010-5006-461800	010-5006-461800	010-5006-461800	010-5006-461800	010-5006-461800	010-5006-461800	010-5006-461800	010-5006-461800	010-5006-461800	Account Number	
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105.20	-29.46	16.63	29,46	1.70	44.26	-69.39	16.63	38.11	32.71	-3.11	C	9 20	9.08	16.45	17.86	34.39	69.39	3.11	34.78	8.45	11.84	11.84	-54.00	54.00	219.24	24.33	54.50	2.92	34.78	165.59	13.30	8.45	30.17	17.86	7.40	8.45	2.22	4.42	64.17	14.63	8.07	4.45	17.86	8.45	-11.00	11.00	Amount	PAGE 16

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REDUCER	WARRANTY	WARRANTY	QUICK RELEASE VALVE	QUICK RELEASE VALVE	CORE DEPOSIT	BRAKE SHOE KIT	BALANCED DRUM 16.50X7	HUB CAP	26" WIPER	22" WIPER - MOTORCRAFT	22" WIPER - MOTORCRAFT	NAPA CABIN AIR FILTER	OIL FILTER	F/W SEPRATOR	FUEL FILTER	FUEL FILTER	F/W SEPRATOR	PUSH TO CONNECT FITTING	INDICATOR LAMP	HOSE ASSEM	PUSH TO CONNECT FITTING	MTRCRFT 20" WIPER	20" WIPER - MOTORCRAFT	CABIN FILTER	OIL FILTER	CORE DEPOSIT	CORE DEPOSIT	GROUP 65 MOTORCRAFT	MTRCRFT 20" WIPER	AIR DRYER	AIR DRYER MOUNTING KIT	2" X 1' CONSPICUITY TAPE	VL/RELAY	RELAY VALVE	COMBINATION BOX LAMP	CABIN FILTER	OIL FILTER	REPLACEMENT LENS	2.5" RED LED MARKER	HOSE FITTING	3/8 OIL RESISTANT HOSE	ALARM	#6 HOSE CLAMP	22" WIPER - MOTORCRAFT	26" WIPER	V-RIBBED BELT	AIR DRYER MOUNTING KIT	Line hell properlymon	Line Item Description
010-5006-461800	010-5006-461800	010-5006-461800	010-5006-461800	010-5006-461800	010-5006-461800	010-5006-461800	010-5006-461800	010-5006-461800	010-5006-461800	010-5006-461800	010-5006-461800	010-5006-461800	010-5006-461800	010-5006-461800	010-5006-461800	010-5006-461800	010-5006-461800	010-5006-461800	010-5006-461800	010-5006-461800	010-5006-461800	010-5006-461800	010-5006-461800	010-5006-461800	010-5006-461800	010-5006-461800	010-5006-461800	010-5006-461800	010-5006-461800	010-5006-461800	010-5006-461800	010-5006-461800	010-5006-461800	010-5006-461800	010-5006-461800	010-5006-461800	010-5006-461800	010-5006-461800	010-5006-461800	010-5006-461800	010-5006-461800	010-5006-461800	010-5006-461800	010-5006-461800	010-5006-461800	010-5006-461800	010-5006-461800		Account Number
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13/16 ID O-RING	7/8 ID O-RING	15/16 ID O-RING	1 ID O-RING	1-1/16 ID O-RING	11/16 ID O-RING	13/4" STOPPER	1 3/4" STOPPER	TYPE 27 7" GRINDING WHEEL	TYPE 27 7" GRINDING WHEEL	3" ADHESIVE VINLY NUMBER SET	3M DUCT TAPE 1.88"X60YD	FAN	STOPS RUST GLOSS BLACK	5" VOP DECAL	CABLETIE	GARDEN HOSE WASHER	280Z CLR	14.5"X0.28" HD CABLE TIE	20X9.00-12/6 KENDA 389	CAR/LIGHT TRUCK TIRE DISPOSAL FEE	245/55R18 GOODYEAR EAGLE RSA 2012-2019	ST225/75R15/8 TOWMAX VANGUARD	245/55R18 GOODYEAR EAGLE RSA 2012-2019	245/55R18 GOODYEAR EAGLE RSA 2012-2019	255/60R18 EAGLE ENFORCER 2020+	OTR 350 MAG 25X10.00-12	CORE DEPOSIT	26" WIPER	11" REAR WIPER BLADE	22" WIPER - MOTORCRAFT	2 BOLT FLANGE BEARING	CLAMP PIPE	CLAMP	ADAPTER 1 3/16-12 ORFS X 1 1	TRANS COOLER RETURN LINE	TRANS HOT HOSE ASSEM.	45 DEG ELBOW	STRAIGHT CONNECTOR	CHECK VALVE	90	1/4" MNPT PLUG	DR AIR TANK	45 DEG PTC 3/8TX1/2MNPT	3/4X1/2 MALE CONNECTOR	PIPE ELBOW 1/2	Line Item Description	
010-5006-461990	010-5006-461990	010-5006-461990	010-5006-461990	010-5006-461990	010-5006-461990	010-5006-461990	010-5006-461990	010-5006-461990	010-5006-461990	010-5006-461990	010-5006-461990	010-5006-461990	010-5006-461990	010-5006-461990	010-5006-461990	010-5006-461990	010-5006-461990	010-5006-461990	010-5006-461890	010-5006-461890	010-5006-461890	010-5006-461890	010-5006-461890	010-5006-461890	010-5006-461890	010-5006-461890	010-5006-461800	010-5006-461800	010-5006-461800	010-5006-461800	010-5006-461800	010-5006-461800	010-5006-461800	010-5006-461800	010-5006-461800	010-5006-461800	010-5006-461800	010-5006-461800	010-5006-461800	010-5006-461800	010-5006-461800	010-5006-461800	010-5006-461800	010-5006-461800	010-5006-461800	Account Number	
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7.25	7.25	7.50	8.00	8.75	7.25	-3.24	3.24	-9.79	9.79	3.24	6.49	367.16	4.64	7.54	8.02	0.15	6.39	11.40	111.41	60.90	152.98	167.40	152.98	611.92	697.40	326.06	-81.00	7.98	12.72	10.17	29.46	16.43	12.02	73.20	297.01	279.15	4.18	3.89	25.05	4.28	0.29	198.27	25.22	14.07	7.93	Amount	PAGE 18

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PENETRANT OIL	2.5 DEF	QT SHELL T2 15W40 HD MOTOR OIL	QT SHELL T2 15W40 HD MOTOR OIL	ANTIFREEZE COOLANT	QT SHELL T2 15W40 HD MOTOR OIL	QT SHELL T2 15W40 HD MOTOR OIL	VALVOLINE HIGH PERF. 80W-90 GEAR OIL	QT SHELL T2 15W40 HD MOTOR OIL	THL 271 HD 36ML	14.5"X0.28" HD CABLE TIE	STEEL PARTS DRAWER 24 COMPART	3/8"-16 X 2" GR A ELEVATOR BOLT	ADHESIVE SEALANT - HI	SOLDER	TEFLON PASTE	SPRAYER	3" ALUM. OXIDE 3/8 ARBOR CUT WHEEL	RUST-OLEUM HIGH PERF. BRIGHT RED ENAMEL	11" CABLE TIES	HD 14.5" CABLE TIES	4" CABLE TIES	14.5" CABLE TIES	8" CABLE TIES	HD 8" CABLE TIES	SCOURING PAD	CAT YELLOW PAINT	1" FTH BULKHEAD FITTING	#10 LOCK WASHER	1/4" HARDENED WASHER	1/4 U SPRING NUT	1" NPT VENTED BREATHER	1/8 ID O-RING	5/32 ID O-RING	3/16 ID O-RING	7/32 ID O-RING	1/4 ID O-RING	5/16 ID O-RING	3/8 ID O-RING	7/16 ID O-RING	3/8 ID O-RING	7/16 ID O-RING	1/2 ID O-RING	9/16 ID O-RING	5/8 ID O-RING	11/16 ID O-RING	3/4 ID O-RING	3/4 ID O-RING	Line Item Description	
010-5006-462200	010-5006-462200	010-5006-462200	010-5006-462200	010-5006-462200	010-5006-462200	010-5006-462200	010-5006-462200	010-5006-462200	010-5006-462200	010-5006-461990	010-5006-461990	010-5006-461990	010-5006-461990	010-5006-461990	010-5006-461990	010-5006-461990	010-5006-461990	010-5006-461990	010-5006-461990	010-5006-461990	010-5006-461990	010-5006-461990	010-5006-461990	010-5006-461990	010-5006-461990	010-5006-461990	010-5006-461990	010-5006-461990	010-5006-461990	010-5006-461990	010-5006-461990	010-5006-461990	010-5006-461990	010-5006-461990	010-5006-461990	010-5006-461990	010-5006-461990	010-5006-461990	010-5006-461990	010-5006-461990	010-5006-461990	010-5006-461990	010-5006-461990	010-5006-461990	010-5006-461990	010-5006-461990	010-5006-461990	Account Number	A an account Minimhay
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23.25	9.02	4.48	58.24	15.38	58.24	58.24	24.99	58.24	20.38	11.40	42.60	9.27	4.82	9.45	7.82	3.04	4.59	9.67	9.00	31.50	2.00	39.00	7.00	14.50	21.60	12.15	12.86	1.99	2.37	21.00	25.13	4.25	4.50	4.50	4.75	4.75	5.00	5.00	5.25	5.00	5.00	5.25	5.25	5.50	6.00	6.75	6.75	Amount	Amount 13

	[VENDOR] 6296 : PIZZO & ASSOCIATES, LTD.	[VENDOR] 14183 : PETROLEUM TRADERS CORPORATION	[VENDOR] 6703 : OZINGA READY MIX CONCRETE, INC	[VENDOR] 8888888.1749 : NOTHING BUNDT CAKE	[VENDOR] 3333333.3197 : NORISHA MORADA		[VENDOR] 13199 : NOLAN FIRE PUMP SYSTEM TESTING		[VENDOR] 10592 : NEXT DAY PLUS																						Vendors	
25439 25441 25444	25436	1688006 1688006	ARI00140388	4245.08100000000001	09132021	INV-0291	INV-0290	5212780	5212780	2046	2071	2182	2182	2182	1926	1956	1956	1956	1956	1956	1956	1956	1956	1956	1956	1956	1956	1956	1956	1956	Vendor Invoice	
121-005207 121-005209 121-005212	121-005204	121-005394 121-005394	121-005346	121-005107	121-005359	121-005290	121-005289	121-005097	121-005097	121-005340	121-005339	121-005338	121-005338	121-005338	121-005337	121-005336	121-005336	121-005336	121-005336	121-005336	121-005336	121-005336	121-005336	121-005336	121-005336	121-005336	121-005336	121-005336	121-005336	121-005336	Invoice	
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21-000099 21-000099 21-000099	21-000099	21-000070 21-000070	21-000161			21-001063	21-001063	21-001501	21-001501			21-000249	21-000249	21-000249		21-000168	21-000168	21-000168	21-000168	21-000168	21-000168	21-000168	21-000168	21-000168	21-000168	21-000168	21-000168	21-000168	21-000168	21-000168	Purchase Order	
09/01/2021 09/01/2021 09/01/2021	09/01/2021	09/14/2021 09/14/2021	08/08/2021	09/13/2021	09/13/2021	08/27/2021	08/27/2021	09/13/2021	09/13/2021	09/17/2021	09/17/2021	09/17/2021	09/17/2021	09/17/2021	09/17/2021	09/17/2021	09/17/2021	09/17/2021	09/17/2021	09/17/2021	09/17/2021	09/17/2021	09/17/2021	09/17/2021	09/17/2021	09/17/2021	09/17/2021	09/17/2021	09/17/2021	09/17/2021	Due Date	
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2021 Pond Shoreline Stewardships - Persimmon Meadow Pond - Year 2 of 3 2021 Pond Shoreline Stewardships - Village Center/Rec Admin Ponds - Year 1 of 3 2021 Pond Shoreline Stewardships -	2021 Pond Shoreline Stewardships - Marley Blvd Middle Pond - Year 2 of 3	Gasoline and diesel purchases Fuel - ADA transit	Concrete supplies, machinery, equipment & tools	Taste Refund	Morada, September 12, 2021, \$260 Deposit Refund(\$300 Deposit - \$40 Covid Cleaning)	Annual fire pump testing at the Main Street parking garage per quote EST-0391	Annual fire pump testing at Village hall complex per quote EST-0392	Toner Cartridge - #Q7551X	Toner Cartridge - #CE255X	TRI BALL REC HITCH	PHOTOCONTROL 105 TO 305V AC VOLTAGE 1	18 X 100 DRAWER LINER	CLAMP	EXH PIPE CONNECTER	4' GARDEN STAKE (6 PER BUNDLE)	N95 FACE MASK 3/4" STICKY BACK HOOK AND LOOP 26FT	SPF 50 TWIN	NAPA 10W30 QT	VALVOLINE 75W-90 FULL SYN	DEEP CREEP 120Z	2.5 GAL DEF - MOTORCRAFT	QT SHELL T2 15W40 HD MOTOR OIL	PENETRANT OIL	ANTIFREEZE COOLANT	QT SHELL T2 15W40 HD MOTOR OIL	PENETRANT OIL	PENETRANT OIL	ELECTRICAL GREASE	VALVOLINE 75W-90 FULL SYN	NAPA HEAVY DUTY 30QT	Line Item Description	
031-6007-443500 031-6007-443500 031-6007-443500	031-8007-443500	010-5006-462100 010-5003-462100	010-5002-462900	283-0000-204000	021-0000-373900	282-0000-442810	010-1700-442810	283-4007-460100	283-4007-460100	283-4003-460180	070-0000-460180	031-6002-470600	031-6002-470600	031-6002-470600	010-9400-460290	010-5006-464700	010-5006-464700	010-5006-462200	010-5006-462200	010-5006-462200	010-5006-462200	010-5006-462200	010-5006-462200	010-5006-462200	010-5006-462200	010-5006-462200	010-5006-462200	010-5006-462200	010-5006-462200	010-5006-462200	Account Number	
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841.00 1,062.50 601.87	986.00	17,381.45 3,776.26	468.13	600.00	260.00	695.00	695.00	278.00	159.59	126.18	4,497.00	12.48	-38.64	-6.13	110.67	2.30 44.64	3.79	3.02	11.95	6.55	9.02	58.24	7.75	15.38	58.24	7.75	7.75	9.92	11.95	6.24	Amount	PAGE 20

							(VENDOR) 1924 : SIRCHIE	[VENDOR] 15525 : SHAW MEDIA		[VENDOR] 3037 : SERVICE SANITATION, INC.	[VENDOR] 13345 : SENSYS GATSO GROUP	[VENDOR] 12338 : RIESS	[VENDOR] 3333333.3195 : RICH RUBIN		[VENDOR] 1701 : RELIABLE FIRE EQUIPMENT CO.	[VENDOR] 1696 : RED WING BUSINESS ADVANTAGE ACCOUNT	[VENDOR] 13649 : POSGUYS.COM				Vendors
0504346-IN	0504346-IN	0504346-IN	0504346-IN	0504346-IN	0504346-IN	051118-IN	051118-IN	10210857	8156008	8156008	2021-5011	20211004	090921	46267	46264	20210710027815	PG456248	25490	25447	25445	Vendor Invoice
121-005356	121-005356	121-005356	121-005356	121-005356	121-005356	121-005317	121-005317	121-005350	121-005308	121-005308	121-005348	121-005196	121-005258	121-005242	121-005241	121-005347	121-005311	121-005306	121-005214	121-005213	Invoice
PEND	PEND	PEND	PEND	PEND	PEND	PEND	PEND	PEND	PEND	PEND	PEND	PEND	PEND	PEND	PEND	PEND	PEND	PEND	PEND	PEND	Invoice Status Purchase Order
21-001163	21-001163	21-001163	21-001163	21-001163	21-001163	21-001576	21-001576	21-000962	21-001033	21-001033		21-001579		21-000288	21-000288	21-000437	21-001358	21-000092	21-000099	21-000099	s Purchase Order
08/12/2021	08/12/2021	08/12/2021	08/12/2021	08/12/2021	08/12/2021	08/30/2021	08/30/2021	08/31/2021	09/02/2021	09/02/2021	08/07/2021	09/07/2021	09/09/2021	08/15/2021	08/15/2021	08/09/2021	08/21/2021	08/31/2021	09/01/2021	09/01/2021	Due Date
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Magnetic L.P.P. Sil/BI 16 oz, Item #BPMSBM9	Magnetic L.P.P. Black, 16 oz, Item #BPM114L	Distilled Water, 1 oz, Item #DNA1009	Printed Swab Boxes, 1000/cs, Item #CC1094M	Cotton Applicator Swab/1000, Item #KCP160M	L.P. Backing Card (Wht) 3x5/500, Item #LPW1005, Quote #0999637	Property / Evidence Room Supplies - Shipping	Property / Evidence Room Supplies - Evidence Box, Gun/25EA, Item # ECB001G	Centennial Park West Concert Series print and digital advertising	7.31 Drive in Movie Porta Potties- nandicap 7.31 Drive in Movie Porta Potties		Paid Citations - MCOA Collections - June 2021	Director for Snow White Production, Oct. 8-Oct. 10.	9011 Francis Ln - Mailbox reimbursement for damage from snow plow removal efforts	Replace 45 sprinkler heads at Rec Admin per quote #37101	Replace 45 sprinkler heads at Rec Admin per quote #37101	Safety shoes for Utility Division staff	Thermal Receipt Paper (case of 50) - #XWP-1220	2021 Nature Center Landscape Stewardship Landscape Bed & Path Maintenance Includes (6) complete maintenance visits servicing all landscape beds and walking paths throughout the Orland Nature Center. Work will include weeding and bed maintenance through the use of herbicides, hand‐pulling, brush cutting, debris removal.	2021 Pond Shoreline Stewardships Lakeshore North Pond - Year 2 of 3	2021 Pond Shoreline Stewardships - Wooded Path II Ponds - Year 3 of 3	Line Item Description
010-7002-460290	010-7002-460290	010-7002-460290	010-7002-460290	010-7002-460290	010-7002-460290	010-7002-460290	010-7002-460290	010-9450-442300	010-9450-444550	010-9450-444550	010-0000-372300	283-4002-490470	010-5002-461990	010-1700-442810	010-1700-442810	031-6001-460190	283-4005-460100	010-1700-443500	031-6007-443500	031-6007-443500	Account Number
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43.96	35.96	20.20	261.10	90.10	36.21	20.20	98.55	961.24	59.00	59.00	144.00	1,600.00	127.97	144.80	23.45	134.99	105.00	-1,800.00	1,232.00	1,751.62	Amount

PAGE 21

(VENDOR) 13530 : THERMOSYSTEMS, INC.						[VENDOR] 14068 : THE COP FIRE SHOP	[VENDOR] 11510 : THE CONSERVATION FOUNDATION	[VENDOR] 8888888.1742 : TABATHA BROWN	[VENDOR] 14973 : SUNCOM.TV	VENDOR) 12724 : STRAND ASSOCIATES, INC.	[VENDOR] 13359 : STEINER ELECTRIC COMPANY	[VENDOR] 8888888.1746 : STAN'S DONUTS LLC		[VENDOR] 1723 : SOUTHWEST CONFERENCE OF MAYORS	[VENDOR] 9241 : SOUND WORKS PRODUCTIONS, INC.				Vendors
0089972	204063	204063	204063	204063	204063	204063	12587	685	3662	0173978 0168833	S006931309.001	4241.0810000000001	20210817	3 20210817	11171-4	0504697-IN	0504697-IN	0504346-IN	Vendor Invoice
121-005358	121-005318	121-005318	121-005318	121-005318	121-005318	121-005318	121-005315	121-005023	121-005302	l21-005183 l21-005376	121-005001	121-005104	121-005136	121-005136	121-004611	121-005357	121-005357	121-005356	Invoice
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21-001211	21-001560	21-001560	21-001560	21-001560	21-001560	21-001560	21-001289		21-000283	21-001029 20-001005	21-000118		21-001593	21-001593	21-000781	21-001323	21-001323	21-001163	s Purchase Order
07/15/2021	08/26/2021	08/26/2021	08/26/2021	08/26/2021	08/26/2021	08/26/2021	04/30/2021	09/13/2021	08/26/2021	09/07/2021 03/12/2021	07/29/2021	09/13/2021	09/17/2021	09/17/2021	09/16/2021	08/14/2021	08/14/2021	08/12/2021	Due Date
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Replacement motor and fan for RTU # 1 at Sportplex per quote 94961 and email dated 6/15/21	UNIFORM SHIRTS FOR ESDA MEMBERS - GILDAN 50/50, SIS NAVY MENS T-SHIRTS, SIZE 3XL - #868000 EMB L/C DEPT STAR (SILVER OR GOLD) EMB L/C UNDER STAR (EMERGENCY SERVICES) IN SILVER OR GOLD SILK SCREEN BACK (1ST LINE EMERGENCY, 2ND LINE SERVICES IN REFLECTIVE)	UNIFORM SHIRTS FOR ESDA MEMBERS - GILDAN 50/50, S/S NAVY MENS T-SHIRTS, SIZE 2XL - #G8000	UNIFORM SHIRTS FOR ESDA MEMBERS - GILDAN 50/50, S/S NAVY MENS T-SHIRTS, SIZE X-LARGE - #G8000	UNIFORM SHIRTS FOR ESDA MEMBERS - GILDAN 50/50, S/S NAVY MENS T-SHIRT, SIZE LARGE - #G8000	UNIFORM SHIRTS FOR ESDA MEMBERS - GILDAN 50/50, S/S NAVY MENTS T-SHIRT, SIZE MEDIUM - #G8000	UNIFORM SHIRTS FOR ESDA MEMBERS - GILDAN 50/50 S/S NAVY MENS T-SHIRT, SIZE SMALL - #G8000	CAW's Watershed Group per invoice 12587	Rec Refund	Audio Visual Production Services.	ADA Transition Plan Self-Assessment Engineering services for Elevated Tank #5 Rehabilitation	Machinery/equipment parts	Taste Refund	Southwest Conference of Mayors Golf Outing Fundraiser August 11th Gleneagles Golf club. Four Golfers	Southwest Conference of Mayors Golf Outing Fundraiser, August 11th Gleneagles Golf Club. Sponsored 2 holes	8.14.21 Centennial Park West concert stage light and sound.	Shipping & Handling	Carbon Filler for Cyanosafe Evidence Fingerprint Fuming Chamber, Item #ACF 100H, Quote #1002929	Shipping & Handling	Line Item Description
010-1700-461700	010-7005-460190	010-7005-460190	010-7005-460190	010-7005-460190	010-7005-460190	010-7005-460190	031-6001-429200	283-0000-204000	010-1600-432800	054-0000-471250 031-6002-443900	010-1700-461700	283-0000-204000	010-1500-484200	010-1500-484200	010-9450-444500	010-7002-460290	010-7002-460290	010-7002-460290	Account Number
€9	69	69	69	€9	€9	€9	69	69	↔	⇔ ↔	₩	cs	↔	↔	€9	↔	↔	€9	
3,236.44	99.00	62.00	87.00	29.00	29.00	14.50	2,000.00	324.00	3,845.00	7,925.72 1,104.07	43.87	285.75	600.00	300.00	17,725.00	31.20	499.00	24.80	PAGE 22 Amount

											[VENDOR] 9711 : VERIZON WIRELESS (LEHIGH)	[VENDOR] 13140 : V3 CONSTRUCTION GROUP, LTD		(VENDOR) 9791 : V3 COMPANIES OF ILLINOIS LTD		[VENDOR] 14477 : TYLER TECHNOLOGIES, INC.		[VENDOR] 4881 : TREASURER, STATE OF ILLINOIS		(VENDOR) 15499 : TRAFFIC CONTROL & PROTECTION INC.	[VENDOR] 15198 : TITAN SAFETY MANAGEMENT, INC.	Vendors
580475682-00010 580475682-00010	580475682-00006	580475682-00006	580475682-00005	580475682-00005	580475682-00003	580475682-00003	580475682-00002	580475682-00001	580475682-00001	580475682-00004	580475682-00004	621536	3023	821281	045-345525	045-338494	123953	123745	107446	2. 107692	1835	Vendor Invoice
121-005200 121-005200	121-005199	121-005199	121-005198	121-005198	121-005112	121-005112	121-005111	121-005110	121-005110	121-005109	121-005109	121-004989	121-005393	121-005186	121-005255	121-004608	121-005185	121-005176	121-004996	121-004995	121-005355	Invoice
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												21-001212	21-000830	21-001418	21-001024	21-001024	21-001647	21-001647	21-000774	21-000774	20-000912	s Purchase Order
09/13/2021 09/13/2021	09/13/2021	09/13/2021	09/13/2021	09/13/2021	09/13/2021	09/13/2021	09/13/2021	09/13/2021	09/13/2021	09/13/2021	09/13/2021	08/09/2021	09/14/2021	09/07/2021	08/14/2021	08/16/2021	09/07/2021	09/07/2021	08/07/2021	08/22/2021	08/12/2021	Due Date
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7/14-8/13 Equipment for R.Quinn	Equipment for A.Kowalski, D.Biela, K.Heinlen, S.Landis, B.Sprague	7/14-8/13	Equipment Troy Stewart	7/14-8/13	7/14-8/13 Equipment: J.Shanahan,L.Schiera	7/14-8/13	7/14-8/13	7/14-8/13 Equipment T.Lorek, K.Hoda	7/14-8/13	7/14-8/13 Equip (D.Staszak, J.Zumerling, K.Kelly, 1600, 1700 1800, N. Connor, D. Kein, M.Benjamin, S. Stronk, B.Fitzgibbon	7/14-8/13	Hourly rate construction observation support not to exceed \$4,000 total and \$200 maximum relimbursable expenses such as mileage, printing, postage, messenger service, and similar project-related items.	Village Hall Erosion Control Drain Install PCC Curb, & Inlet Stub Complete Per Quote Re# B21-049	153rd St. and Ravinia Ave. Intersection Improvements, Phase I Design Engineering Services	Tyler Munis/Energov Implementation	Tyler Munis/Energov Implementation-David Anik Orland Park, IL Addtl 311 IMP (136230)4/6-4/14	Construction cost reimbursement for 151st Street (West Ave to La Grange Road) Roadway Improvements	Construction cost reimbursement for 151st Street (West Ave to La Grange Road) Roadway Improvements	Signs and supplies for year one of the Village's 12-year sign replacement program which will replace all signs throughout the village to ensure they meet retroreflectivity standards.	Signs and supplies for year one of the Village's 12-year sign replacement program which will replace all signs throughout the village to ensure they meet retroreflectivily standards.	Risk Management & Loss Control Consulting	Line Item Description
010-1600-441450 010-1600-465100	010-1600-465100	010-1600-441450	010-1600-465100	010-1600-441450	010-1600-465100	010-1600-441450	010-1600-441450	010-1600-465100	010-1600-441450	010-1600-465100	010-1600-441450	054-0000-471250	010-1700-470100	054-0000-471250	054-0000-470420	054-0000-470420	054-0000-471250	054-0000-471250	054-0000-471250	054-0000-471250	092-0000-432800	Account Number
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1,251.06 72.48	308.67	1,975.76	94,98	989.78	163.71	1,007.96	1,499.78	141.22	1,855.53	1,602.12	1,750.27	385.00	4,985.00	12,131.25	1,400.00	2,100.00	356,357.89	1,089,652.25	114.20	312.50	2,187.50	PAGE 23 Amount

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Vendors	Vendor Invoice	Invoice	Invoice Status Purchase Order	us Purchase Order	Due Date	Line	Line Item Description	Account Number		Amount
[VENDOR] 15619 : VERMEER MIDWEST	E09132	121-005398	PEND	21-001580	21-001580 09/14/2021	_	Tree Stump Grinder SC802 - 74HP Stump Cutter - Basic Unit Per Sourcewell Quote dated 7/21/2021	010-5006-470300	99	55,438.00
[VENDOR] 1884 : VILLAGE OF OAK LAWN	August2021	121-005378	PEND		09/14/2021	<u> </u>	August 2021 Water Purchases	031-1400-441400	€9	987,122.37
[VENDOR] 14526 : VINES	20210901MV	121-005309	PEND	21-000428	09/10/2021	_	Administrative Law Judge - 2021 Rate of \$215 per hour.	010-1100-432100	€9	430.00
[VENDOR] 9177 : VISUCOM GRAPHICS, INC.	6113967	121-004905	PEND		08/25/2021	<u> </u>	Veteran's Concerts 24x18 coro signs with stakes	010-1200-460140	€9	139.84
[VENDOR] 9664 : WAREHOUSE DIRECT	4997385-0	121-004859	PEND	21-000236	21-000236 08/25/2021	_	Domestic supplies- Metra Stations	026-0000-460150	€9	0.00
[VENDOR] 1894 : WASTE MANAGEMENT OF ILLINOIS	1699659-4936-8	121-005396	PEND	21-000452	09/14/2021	<u> </u>	Waste hauling	031-1400-442100	69	539,748.65

GRAND TOTAL:

4,336,682.10

PAGE 1

Village of Orland Park Open Item Listing Run Date: 09/14/2021 User: JHawkins

Status: BOTH Due Date: 09/19/2021

Bank Account: BMO Harris Bank-Open Lands
Invoice Type: Auto Pay (Open Lnds),Open Lands Created By: All

GRAND TOTAL: [VENDOR] 1165 : COM ED Vendors 0051636018 9630635021 0051636018 Vendor Invoice 121-004511 121-003803 121-003802 Invoice Invoice Status Purchase Due Date Order POSTED POSTED POSTED 08/17/2021 06/22/2021 06/22/2021 Line Line Item Description 4/13-5/12/21 - Stellwagen 6/11-7/13/2021 4/27-5/26/21 - Boley farm 029-0000-441300 010-1700-441300 029-0000-441300 **Account Number** 130.99 Amount 19.65 39.22 72.12

	er e	

DATE: September 20,

REQUEST FOR ACTION REPORT

File Number: 2021-0679

Orig. Department: Finance Department
File Name: Payroll - Approval

BACKGROUND:

BUDGET IMPACT:

REQUESTED ACTION:

I move to approve the Bi-Weekly Payroll for September 3, 2021 in the amount of \$1,244,530.79.

Bi-Weekly Payroll for September 03, 2021

TOTAL	1011000	1,244,530.79
TOTAL EMPLOYER EXPENSES		137,974.47
MEDICARE TAX	420500	15,576.92
SOCIAL SECURITY TAX	420100	40,728.41
IMRF Tier 1 &Tier 2	420200	81,669.14
EMPLOYER EXPENSES		
GROSS PAY		1,106,556.32
CDOSS DAY		6,423.60
Human Resources	010-1101	1,670.00
Police	010-7002	555,511.49
Water & Sewer-Admin	031-6001	62,716.51
Public Works-Veh & Equip	010-5006	8,597.20
Public Works-Pace	010-5003	857.42
Public Works-Streets	010-5002	57,819.42
Public Works-Admin	010-5001	22,531.21
Rec & Parks - Special Rec	283-4008	6,486.96
Rec & Parks - Sportsplex	283-4007	19,793.22
Rec & Parks - Pool	283-4005	25,222.16
Rec & Parks - Athletics	283-4003	32,861.00
Rec & Parks - Programs	283-4002	6,633.92
Rec & Parks - Admin	283-4001	71,947.25
Eng. Pgm. and Services	010-2004	20,711.14
Dev Services-Planning	010-2003	8,896.89
Dev Services-Building	010-2002	23,329.49
Dev Services - Admin	010-2001	19,179.47
Civic Center	021-1800	5,462.73
DoIT Natural Resources & Fac	010-1600 010-1700	18,116.24 56,111.20
Officials	010-1500	9,931.30
Finance	010-1400	32,880.04
Communications & Marketing	010-1201	4,951.78
Village Clerk	010-1200	3,051.20
Village Manager	010-1100	24,863.48
Villago Managar	010 1100	24 962 49

DATE: September 20,

REQUEST FOR ACTION REPORT

File Number: **2021-0670**

Orig. Department: Public Works Department

File Name: Silver Lake West Water Main Replacement Phase 2 and El Cameno Re'al

Engineering - Proposal

BACKGROUND:

Silver Lake West subdivision was developed in phases starting in the late 1970's through the mid 1980's, and El Cameno Re'al was developed in the 1960's. The water mains were installed using cast iron pipes (current standard is ductile iron pipe with a polyvinyl wrap).

Over the sixty (60) years of service, the water mains have corroded, on the exterior of the pipe, which has caused numerous breaks. Public Works is systematically replacing and/or lining these older cast iron pipes throughout the Village. In addition, the Silver Lake West subdivision area homes are prime candidates for remodeling, building additions, and upgrades, which will require larger water service sizes. This area is best suited for water main replacement, allowing the opportunity to increase pipe diameter to improve flow characteristics and upgrade water services.

Public Works sent a request for proposals (RFP) to the seven (7) civil engineering firms from the designated prequalified consultants for project design and oversite. Staff received four (4) proposals. The lowest proposal is from Baxter & Woodman Consulting Engineers of Mokena, Illinois for a total cost of \$311,490.00. The second lowest proposal is from Christopher B. Burke Engineering, Ltd. of Rosemont, Illinois for \$322,488.00. The third lowest proposal is from Ciorba Group Consulting Engineers of Chicago, Illinois for \$326,724.25. The highest proposal is from Engineering Resource Associates of Warrenville, Illinois for \$344,209.94.

All four (4) proposals included the same scope of work. Baxter & Woodman Consulting Engineers, the lowest bidder, has extensive experience working with the Village.

BUDGET IMPACT:

Funds for this project are available in the FY 2021 Capital budget Utility Water Fund Budget account 031-6002-470500.

REQUESTED ACTION:

I move to approve the proposal from Baxter & Woodman Consulting Engineers of Mokena, Illinois for engineering and construction oversight for an amount not to exceed \$311,490.00;

And,

Authorize the Village Manager to execute all related contracts, subject to Village Attorney review.



AGREEMENT BETWEEN THE VILLAGE OF ORLAND PARK AND Baxter & Woodman Consulting Engineers FOR PROFESSIONAL SERVICES

THIS AGREEMENT (hereinafter, the "Agreement" or the "Contract") is made this 21st day of September, 2021, by and between the VILLAGE OF ORLAND PARK (hereinafter referred to as "Village") and Baxter & Woodman Consulting Engineers (hereinafter referred to as "Consultant") for the performance of certain professional services for the Village in connection with (hereinafter referred to as the "Project", the "Work", or the "Services").

WITNESSETH:

In consideration of the mutual covenants set forth herein by the Village and the Consultant (hereinafter referred to collectively as the "Parties"), the Parties agree as follows:

1. Scope of Work: The Consultant agrees to and shall timely perform and fully complete the "Scope of

	Services" as set forth in:
	The Consultant's Proposal or Bid No, and dated September 7, 2021; and/or
	Village of Orland Park RFQ/RFP/Purchase Order No
	which is/are attached hereto and made a part of this Agreement as Exhibit A (the "Work" or the "Project").
	The terms, conditions and specifications set forth in Village's Request for Qualifications (RFQ), Request for
	Proposal ("RFP"), and/or Purchase Order and any other Village document shall supersede, govern, and
	prevail over any inconsistent terms, conditions, and/or specifications on any other documents submitted by
	the Consultant. Any provisions in the Consultant's Proposal or Bid or other submittals which are in conflict
	with or inconsistent with any of the same provisions in the Village's RFQ, RFP, and/or Purchase Order shall
	be void to the extent of such conflict or inconsistency and the terms of the Village's RFQ, RFP, and/or
	Purchase Order shall control.
2.	Payment:
	A. Compensation: The Village agrees to pay the Consultant, and the Consultant agrees to accept as
	compensation for all Services and/or Work and/or the Project required by this Agreement the amount(s)
	set forth as follows:
	the amount(s) set forth on Exhibit A (the "Consultant's Proposal");
	the amount(s) based upon the Schedule of Fees set forth on Exhibit B attached hereto and thereby
	made a part hereof; and
	subject to a not-to-exceed amount of \$327,064.50 ("Contract Price")
	(i) It is expressly understood and agreed to by both Parties that in no event shall the total amount to
	be paid by the Village for the complete and satisfactory performance of services, under this Agreement exceed \$327,064.50. Said price shall be the total compensation for Consultant's
	performance hereunder including, but not limited to, all work, deliverables, materials, supplies,
	equipment, subcontractor's fees, and all reimbursable travel and miscellaneous or incidental
	expenses to be incurred by Consultant. In the event the Consultant incurs cost in excess of the sum
	authorized for service under this Agreement, the Consultant shall pay such excess from its own
	funds, and the Village shall not be required to pay any part of such excess, and the Consultant shall
	have no claim against the Village on account thereof. For the avoidance of doubt, in no event shall
	Consultant be entitled to receive more than this not-to-exceed amount and this amount includes all
	costs incurred by Consultant in connection with the work and services authorized hereby, including,
	but not limited to: (i) any known or unknown and/or unexpected condition(s); (ii) any and all
	unforeseen difficulties; (iii) any unanticipated rises in the cost of labor, materials or equipment,
	changes in market or negotiating conditions, and errors or omissions made by the Consultant or
	others; (iv) the character of the work and/or services to be performed; and (v) any overrun in the
	time or cost necessary for the Consultant to complete the work due to any causes, within or beyond
	its control. Under no circumstances shall the Village be liable for any additional charges if

Consultant's actual costs and reimbursable expenses for such work, service or deliverable exceed the

not-to-exceed price. Accordingly, Consultant represents, warrants and covenants to the Village that it will not, nor will Consultant have anyone on its behalf, attempt to collect an amount in excess of the not to exceed price agreed to by the Consultant as set forth above.

- B. <u>Invoices</u>: The Consultant agrees to and shall prepare and submit:
 - an invoice to the Village which the Village shall pay upon completion and approval of the Work; or invoices for progress payments to the Village as hereinafter set forth for Services completed to date. Invoices shall be prepared monthly and shall document the time/hours expended as the Work is completed to date by the Consultant.
- C. <u>Payment:</u> Notwithstanding any provision of the Illinois Local Government Prompt Act (50 ILCS 505/1, et seq.) (the "Act") to the contrary, the Parties agree that any bill approved for payment by the Corporate Authorities shall be paid within sixty (60) days after the date of approval. If payment is not made within such sixty (60) day period, an interest penalty of 1% of any amount approved and unpaid shall be added for each full thirty (30) day period, without proration, after the expiration of the aforementioned sixty (60) day payment period, until final payment is made. No other provision of the Act shall apply to this contract.
- D. Withholding Payment: Notwithstanding anything to the contrary herein contained, no compensation will be paid to or claimed by the Consultant for services required to correct deficiencies attributable to errors or omissions of the Consultant, and all such errors or omissions must be corrected by the Consultant at its sole cost and expense. Notwithstanding anything to the contrary herein contained, the Village has the right to withhold from payment due the Consultant such sums as are reasonably necessary to protect the Village against any loss or damage which may result from: (i) the negligence of or unsatisfactory Services of the Consultant; (ii) the failure by the Consultant to perform the Consultant's obligations hereunder; or (iii) claims filed against the Village relating to the Services. Any sums withheld from the Consultant as provided in this section, and subsequently determined to be due and owing to the Consultant, will be paid to the Consultant.
- E. Appropriation of Funds. The Parties hereto agree that, if the term of this Agreement extends beyond the current fiscal year of the Village (the current fiscal year being the year in which the first date of the term of this Agreement falls), this Agreement is subject to the appropriation of funds by the Village Board of Trustees and/or any other funding agencies for each subsequent year. If the Village, and/or any other governmental agency providing funding for this Service, fails to make such an appropriation, the Village may terminate this Agreement and the Consultant will be entitled to receive, as its sole and exclusive remedy, compensation for Services properly performed to the date of termination to the extent the Village has funds available and appropriated to pay the Consultant such amount. Upon the request of the Consultant, the Village will inform the Consultant as to whether any governmental agency other than the Village is providing funding to pay all or a portion of the Services.
- F. Records. The Consultant's records relating to the Services must be kept in accordance with generally accepted principles of accounting consistently applied and must be retained by the Consultant for a period of not less than five (5) years following the completion of the Services. Such records must be available to the Village or any authorized representative of the Village, upon reasonable prior notice, for audit and review during normal business hours at the Village offices, 14700 S. Ravinia Ave. Orland Park, IL 60462. In addition, such records must be available, upon reasonable prior notice, for audit and review by any other governmental agency providing funding for all or any portion of this Service.
- 3. <u>Contract Documents</u>: The term "Contract Documents" means and includes, but is not limited to, this Agreement and the following, which are each attached hereto and thereby made a part hereof:
 - Scope of Services as set forth in the Consultant's proposal dated September 7, 2021 (Exhibit A)
 - Schedule of Fees (Exhibit B)

In the event of any conflict between this Agreement and any other Contract Document, this Agreement shall prevail and control over the terms and conditions set forth in such other Contract Documents.

- 4. Time is of the Essence; Dates of Commencement and Completion; Progress Reports:
 - A. <u>Time is of the essence in this Contract</u>. The Services to be performed by the Consultant under the Contract Documents shall commence no later than October 1, 2021 (hereinafter the "Commencement Date"), and shall be completed no later than December 15, 2021 (hereinafter the "Completion Date"),

barring only Acts of God, due to which the Completion Date may be modified in writing with the prior approval of the Village. If the Consultant fails to complete the Services by the Completion Date, the Village shall thereafter have the right to have the Services completed by another independent contractor, and in such event, the Village shall have the right to deduct the cost of such completion so incurred by the Village from payments otherwise due to the Consultant for the Services and/or the right to recover any excess cost of completion from the Consultant to the extent that the total cost incurred by the Village for the completion of the Work which is the subject of the Contract Documents exceeds the Contract Price.

- B. <u>Progress Reports</u>. The Consultant must prepare and submit monthly progress reports describing the Services performed in the prior month and anticipated to be performed in the following one-month period. The Services schedule shall insure that each of the Services provided are being completed within a timeframe that does not negatively impact the Village's compliance with any federal, state, or local regulations (if applicable).
- 5. <u>Venue and Choice of Law</u>: The Consultant and the Village agree that the venue for any and all disputes shall solely be in Cook County, Illinois, in which the Village's Village Hall is located. This Contract and all other Contract Documents shall be construed and interpreted in accordance with the laws of the State of Illinois.
- 6. <u>Nonassignability:</u> The Consultant shall not assign this Contract, or any part thereof, to any other person, firm, or corporation without the prior written consent of the Village, and in no case shall such consent relieve the Consultant or its surety from the obligations herein entered into by the same or change the terms of this Contract.
- 7. <u>Notices and Communications:</u> Where notice is required by the Agreement it shall be considered received if it is delivered in person, sent by registered United States mail, return receipt requested, delivered by messenger or mail service with a signed receipt, sent by facsimile or e-mail with an acknowledgment of receipt, to the following:

To the Village:
Name: Ken Dado
Village of Orland Park
14700 South Ravinia Avenue
Orland Park, Illinois 60462
Telephone: 708-403-6107

Facsimile:

e-mail:kdado@orlandpark.org

To the Contractor:

Name:			
Company:			
Address:			
City, Sta	te, Zip:		
Telephor	ne:		
Facsimile	e:		
e-mail:			

or to such other person or persons or to such other address or addresses as may be provided by either party to the other party.

- 8. <u>Right to Alter Scope of Services Reserved</u>: The Village reserves the right to alter the plans, extend or shorten the Scope of Services, add to the Scope of Services as may be necessary, and increase or decrease the scope and/or quantity of the Services, including the deduction or cancellation of any one or more of the unit price items, or to cancel the Contract and the Services in their entirety for any reason.
- 9. <u>Control and Inspection of Work:</u> Unless otherwise specified in the Contract Documents, inspection, acceptance or rejection of goods and/or Services shall be made after delivery. Final inspection, acceptance and/or rejection of the goods and/or Services shall not impose liability on the Village for goods and/or Services not in accordance with the Contract Documents as determined solely by the Village. Payment shall not be due on rejected goods and/or Services until and unless fully corrected and/or replaced as determined by the Village. All Services performed by the Consultant shall be done in conformance with this Agreement and the other Contract Documents as determined solely by the Village, and this Agreement shall control.

10. <u>Timely Written Response and Written Report(s) of Resolution Relative to Certain Incident(s), Claim(s) and/or Complaint(s)</u>:

- A. All alleged incident(s), claim(s), or complaint(s) related to any alleged death, injury and/or damage to persons and/or to public or private property related to the Consultant's work or services provided pursuant to this Contract shall be reported to the Village and resolved by the Consultant and/or its agent in a timely manner.
- B. Within three (3) business days after receipt by Consultant of an initial written or verbal notice of any such incident, claim, or complaint, the Consultant shall also provide to the Village, and to any third-party making such claim or complaint, the name, telephone number, and cellular number of the Consultant's officer or employee who will be responsible for managing the resolution thereof until its final resolution by the Consultant and/or by the Consultant's insurer or agent.
- C. Within ten (10) business days after the Consultant's receipt of the first notice of an alleged incident, claim, or complaint related to any alleged death, injury, and/or damage to persons and/or to public or private property (the "incident, claim, or complaint"), the Consultant or its agent(s) shall provide to the Village and to any third-party person making such claim or complaint an initial written response relative to such incident, claim or complaint, and the efforts and current progress of the Consultant and/or its agents to date toward the resolution of such incident, claim or complaint.
- D. If complete resolution of the incident, claim, or complaint has not been reached within the aforesaid ten (10) business day period, the Consultant or its agent shall continue to use all reasonable efforts to fully resolve the incident, claim, or complaint, and to that end, further updated written status reports of resolution, or progress toward resolution, as the case may be, of such incident, claim, or complaint shall be provided to the Village by the Consultant not less than monthly until such incident, claim, or complaint is fully resolved.
- E. The Consultant or its agents will be expected to fully resolve most incident(s), claim(s), or complaint(s) involving minor damage to public or private property within said initial ten (10) business day period after the Consultant receives its initial verbal or written notice of such incident, claim, or complaint.

11. Insurance:

A. Prior to Commencement of Work:

- (i) Prior to commencement of any Services under the Contract Documents, Consultant shall supply to the Village certificates of insurance as specified below. Consultant shall not start the Services contemplated by the Contract until Consultant has obtained all insurance required under this Paragraph 11, and all such insurance coverage has been obtained and approved by the Village Manager, or his designee.
- (ii) Minimum Scope of Insurance:
 - Coverage shall be at least as broad as Insurance Services Office ("ISO") Commercial General Liability occurrence form CG 00 01 04 13 with the "Village of Orland Park and its officers, officials, employees, agents and volunteers" named as additional insureds on a primary and non-contributory basis. This primary, non-contributory additional insured coverage shall be confirmed through the following required policy endorsements (or their substantial equivalents): ISO Additional Insured Endorsement CG 20 10 04 13 or CG 20 26 04 13, and CG 20 01 04.
 - ☐ If this box is checked, a Completed Operations Endorsement (CG 20 37 04 13) is also required.
- B. <u>Insurance Required</u>: The Consultant shall procure and maintain, for the duration of the Contract, insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of the Work hereunder by the Consultant, its employees, subconsultants, and other agents, and:
 - (i) Commercial General Liability:
 - (a) \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be \$2,000,000.
 - (b) The Village of Orland Park, and its officers, officials, employees, agents and volunteers, are to be named and covered as additional insureds as respects: liability arising out of the

Consultant's work, including activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased or used by the Consultant, or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Village of Orland Park and its officers, officials, employees, agents and/or volunteers.

- (c) The Consultant's insurance coverage shall be primary and non-contributory as respects the Village of Orland Park and its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Village of Orland Park and/or on behalf of its officers, officials, employees, agents and/or volunteers shall be excess of Consultant's insurance and shall not contribute with it.
- (d) Any failure to comply with reporting provisions of any applicable insurance policies shall not affect coverage provided to the Village of Orland Park and/or its officers, officials, employees, agents and/or its volunteers.
- (e) The Consultant's insurance shall contain a Severability of Interests/Cross-Liability clause or language stating that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (f) If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form", then the Consultant shall be required to name the "Village of Orland Park, and its officers, officials, employees, agents and volunteers" as additional insureds.
- (g) All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
- (h) The Consultant and all subconsultants hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Village of Orland Park, and/or by its officers, officials, employees, agents and/or its volunteers. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable.
- (ii) <u>ISO Business Auto Liability coverage form number CA 00 01, Symbol 01 "Any Auto"</u>: \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury.

(iii) Workers' Compensation Insurance:

Such coverage as required by the Workers' Compensation Act of the State of Illinois with coverage of statutory limits and Employers' Liability Insurance with limits of \$500,000 per accident. The insurer shall agree to waive all rights of subrogation against the "Village of Orland Park, its officers, officials, employees, agents and volunteers" for losses arising from work performed by the Consultant for the Village.

(iv) Professional Liability:

- (a) Professional liability insurance with limits not less than \$1,000,000 each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided under the contract, with a deductible not-to-exceed \$50,000 without prior written approval.
- (b) If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the contract. In the event the policy is cancelled, non-renewed or switched to an occurrence form, the Consultant shall be required to purchase supplemental extending reporting period coverage for a period of not less than three (3) years.

(v) Umbrella Policy:

If the general aggregate limit for Commercial General Liability coverage provided is less than \$2,000,000, pursuant to Section 11(B)(i) above, then a \$2,000,000 Umbrella Policy shall also be provided which policy shall follow all required coverages as set forth above, other than Worker's Compensation and Professional Liability coverages.

(vi) Cyber Liability Coverage: for losses arising out of the Consultants work or work product resulting from a network/data breach, malware infection, cyber extortion, ransomware, exposure of confidential, personally identifiable and financial information, intellectual property and other related breaches. This coverage will apply to but not limited to damages for notification cost,

credit monitoring expenses, public relations expenses, computer system/software damage and related financials losses.

C. <u>Deductibles and Self-Insured Retentions</u>: Any deductibles or self-insured retentions must be declared to and approved by the Village of Orland Park.

D. All Coverages:

- (i) No Waiver. Under no circumstances shall the Village, or its officers, officials, employees, agents or volunteers be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:
 - (a) Allowing work by Consultant or any subconsultant to start before receipt of Certificates of Insurance and Additional Insured Endorsements.
 - (b) Failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance and Additional Insured Endorsement received.
- (ii) Each insurance policy required shall have the Village of Orland Park expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
- (iii) When requested by the Village Manager, or his designee, Consultant shall promptly provide the respective original insurance policies for review and approval by the Village Manager, or his designee.
- E. <u>Acceptability of Insurers</u>: Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and approved to do business in the State of Illinois.
- F. <u>Verification of Coverage</u>: Consultant shall furnish the Village of Orland Park with certificates of insurance naming the "Village of Orland Park, its officers, officials, employees, agents and volunteers", as additional insureds (except on Professional Liability), and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Village Manager, or his designee, before any work commences. The following additional insured endorsements may be utilized (or their substantial equivalent): ISO Additional Insured Endorsements CG 20 10 04 13 or CG 20 26 04 13, and CG 20 37 04 13 Completed Operations, where required. In the event a claim is filed, the Village reserves the right to request full certified copies of the insurance policies and endorsements.
 - If this box is checked, a Completed Operations Endorsement (CG 20 37 04 13) is also required.
- G. <u>Subconsultants</u>: Consultant shall include all subconsultants as insureds under its policies or shall furnish separate certificates and endorsements for each subconsultant. All coverages for subconsultants shall be subject to all of the requirements stated herein.
- H. <u>Assumption of Liability</u>: Consultant assumes liability for all injury to or death of any person or persons including employees of the Consultant, any subconsultant, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this Contract.
- I. <u>Insurance Certifications</u>: In addition to providing Certificates of Insurance as required by the contract documents, the Consultant shall submit to the Village a signed certification with each Request for Payment, stating that all the insurance required of the Consultant remains in force. Failure to submit such a certification shall be grounds to withhold payment in full or in part.
- J. <u>Insurance Requirements Cannot Be Waived by Village</u>: Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of the related Contract by any act or omission, including, but not limited to: (1) allowing the Work to commence by the Consultant or any subconsultant of any tier before receipt of Certificates of Insurance; (2) failing to review any Certificates of Insurance received; (3) failing to advise the Consultant or any subconsultant of any tier that any Certificate of Insurance fails to contain all the required insurance provisions, or is otherwise deficient in any manner; or (4) issuing any payment without receipt of a Sworn Statement from the Consultant and all subconsultants of any tier stating that all the required insurance is in force. The Consultant agrees that the obligation to provide the insurance required by this Agreement or any of the contract documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the Village. Consultant shall also protect the Village by specifically incorporating this Paragraph into every subcontract entered into relative to the Work

- contemplated herein and also requiring that every subconsultant incorporate this Paragraph into every sub-subcontract it enters into relative to the Work contemplated herein.
- K. Liability of Consultant and Subconsultant is Not Limited by Purchase of Insurance: Nothing contained in the insurance requirements of this Agreement or any Contract Documents is to be construed as limiting the liability of the Consultant or the liability of any subconsultant of any tier, or either of their respective insurance carriers. The Village does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Village, the Consultant, or any subconsultant's interest or liabilities, but are merely required minimums. The obligation of the Consultant and every subconsultant of any tier to purchase insurance shall not, in any way, limit their obligations to the Village in the event that the Village should suffer an injury or loss in excess of the amount recoverable through insurance, or any loss or portion of the loss which is not covered by either the insurance of the Consultant or any subconsultant's insurance.
- L. <u>Notice of Bodily Injury or Property Damage</u>: The Consultant shall notify the Village, in writing, of any actual or possible claim for personal injury or property damage relating to the Work, or of any occurrence which might give rise to such claim, promptly upon obtaining first knowledge of same.
- M. <u>Updated Proof Required</u>: The Consultant agrees that at any time upon the demand of the Village, updated proof of such insurance coverage will be submitted to the Village. There shall be no additional charge to the Village for said insurance.
- N. <u>Higher and More Expansive Standard Applicable</u>: To the extent other insurance requirements of the Contract Documents contradict this Paragraph 11, the more expansive and higher standard, in terms of type and amount of coverage, shall govern.

12. Indemnity:

- A. To the fullest extent permitted by law, the Consultant hereby agrees to defend, indemnify and hold harmless the Village, its elected and appointed officials, employees and agents against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anyway accrue against the Village, its elected and appointed officials, employees, and agents arising in whole or in part or in consequence of the performance of the Work by the Consultant, its employees, or subconsultants, or which may in anyway result therefrom, except that arising out of the sole legal cause of the Village, its elected and appointed officials, employees or agents, the Consultant shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village, its elected and appointed officials, employees or agents, in any such action, the Consultant shall, at its own expense, satisfy and discharge the same.
- B. Consultant expressly understands and agrees that any performance bond or insurance policies required by this Contract, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its elected and appointed officials, employees or agents as herein provided.
- C. Consultant further agrees that to the extent that money is due the Consultant by virtue of this Contract as shall be considered necessary in the judgment of the Village, such funds may be retained by the Village to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Village.
- D. In the event that the Village is not immune from liability under any applicable law, and only in such event, the Village hereby agrees to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Village's negligent acts in connection with the Project and the acts of the Village, and/or any of its officers, trustees and/or employees.
- E. Neither the Village nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence, or for the acts of their respective officers, trustees, employees and/or agents.
- F. The provisions of this Paragraph 12 shall survive any termination of the Contract.

13. Village Confidential Information:

- A. Consultant warrants that it shall not disclose, use, sell, rent, trade, or otherwise provide Village Confidential Information to any person, firm, or entity for any purpose outside of the specific purposes of the Contract Documents, except as necessary to comply with applicable State or Federal laws.
- B. The provisions of this Paragraph 13 shall survive any termination of the Contract.
- 14. <u>Professional Standard</u>: The Consultant hereby covenants and agrees that the Consultant will perform all Services described in this Agreement in accordance with the Professional Standard. In connection with the execution of this Agreement, the Consultant warrants and represents as follows:
 - A. Feasibility of Performance. The Consultant (i) has carefully examined and analyzed the provisions and requirements of this Agreement, including all Exhibits hereto; (ii) understands the nature of the Services required; (iii) from its own analysis has satisfied itself, to the extent reasonably possible, as to the nature of all things needed for the performance of this Agreement and all other matters that in any way may affect this Agreement or its performance; (iv) represents that this Agreement is feasible of performance in accordance with all of its provisions and requirements; and (v) can and will perform, or cause to be performed, the Services in accordance with the provisions and requirements of this Agreement.
 - B. Ability to Perform: The Consultant hereby represents and warrants to the Village, with the intention that the Village rely thereon in entering into this Agreement, that: (a) the Consultant is financially solvent; (b) the Consultant, and each has the training, capability, experience, expertise, and licensing necessary to perform the Services in accordance with the requirements of this Agreement and the Professional Standard; (c) the Consultant possesses and will keep in force all required licenses, permits and accreditations to perform the Services; (d) the Consultant has full power to execute, deliver and perform this Agreement and has taken all necessary action to authorize such execution, delivery and performance; (e) the individual(s) executing this Agreement are duly authorized to sign the same on the Consultant's behalf and to bind the Consultant hereto; and (f) the Consultant will perform the Services described herein promptly, diligently and continuously with an adequate number of qualified personnel to ensure such performance.
 - C. <u>Authorized to do Business in Illinois</u>: The Consultant certifies that it is a legal entity authorized to do business in Illinois, 30 ILCS 500/1.15.8, 20-43.
 - D. <u>Certification to Enter into Public Contracts</u>: The Consultant certifies that it is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code or violating the prohibition set forth in Section 50-10.5(e) of the Illinois Procurement Code, 30 ILCS 500/50-10.5e or any similar offense of any State of the United States which contains the same elements as the Illinois offenses of bid-rigging or bid rotating.
 - E. <u>Payment to the Illinois Department of Revenue</u>: Consultant certifies that it is not delinquent in payment of any taxes to Illinois Department of Revenue.
 - F. <u>Debarment</u>. The Consultant certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any federal department or agency. The Consultant will not knowingly use the services of any related party barred or ineligible for contracts by any federal, state or local governmental agency or applicable Laws for any purpose in the performance of the Services.
 - G. <u>Interest of members of the Village</u>: Consultant certifies that no member of the governing body of the Village and no other officer, employee, or agent of the Village who exercises any functions or responsibilities in connection with the planning or carrying out of the Services, has any personal financial interest, direct or indirect, in this Agreement; and the Consultant shall take appropriate steps to assure compliance.
 - H. <u>Interest of Professional Services Provider and Employees</u>. Consultant certifies that it presently has no interest and shall not acquire interest, direct or indirect, in the various project areas or any parcels therein or any other interest which would conflict in any manner or degree with the performance of Consultant Services hereunder. The Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed.
- 15. <u>No Conflicts of Interest</u>: The Consultant warrants that it has no conflict of interest and has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a

bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gift(s), or any other consideration, contingent upon or resulting from the award or the making of this Contract.

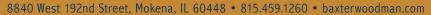
- 16. Compliance with Laws: Consultant shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations, and any and all orders and decrees of any court, administrative body or tribunal applicable to the performance of the Contract. Included within the scope of the laws, ordinances, rules and regulations referred to in this paragraph, but in no way to operate as a limitation, are: Occupational Safety & Health Act ("OSHA"); Illinois Department of Labor (IDOL"), Department of Transportation, and all forms of traffic regulations; public utility, Intrastate and Interstate Commerce Commission regulations; Workers' Compensation Laws, the Social Security Act of the Federal Government and any of its titles, the Illinois Human Rights Act, and EEOC statutory provisions and rules and regulations. Evidence of specific regulatory compliance will be provided by the Consultant if requested by the Village.
- 17. Equal Employment Opportunity: The Consultant shall be an "equal opportunity employer" as defined in the United States Code Annotated. The Consultant shall be required to comply with the President's Executive Order No. 11246, as amended, and the requirements for Bidders and Consultants under this order are explained in 41 CFR 60-4. The Consultant shall fully comply with all applicable provisions of the Illinois Human Rights Act.
- 18. Certifications: By the execution of this Agreement, the Consultant certifies that: (1) the Consultant is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as required by 65 ILCS 5/11-42.1-1; (2) the Consultant has a written sexual harassment policy as required by and shall otherwise comply in all respects with the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)); (3) the Consultant will provide a drug-free workplace as required by and shall otherwise comply with the Illinois Drug-Free Workplace Act (30 ILCS 580/1, et seq.); (4) the Consultant has in place a written policy as required by and that it does and shall otherwise comply with the Illinois Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1, et seq.); and (5) the Consultant is not and/or was not barred from bidding on this Contract pursuant to Section 33E-3 or 33E-4 of the Illinois Criminal Code (720 ILCS 5/33E-3 and 5/33E-4).
- 19. Project Documentation: Upon execution of this Agreement relative to the Project, notwithstanding anything contained in any other Contract Documents to the contrary, the Consultant and its subconsultants agree to and shall release to the Village any and all right, title, and interest in and to any and all Project Documentation depicting, documenting, or recording the Services, and/or the Work, and/or the Project which is the subject of the Contract Documents, prepared or created by the Consultant and/or its subconsultants, including but not limited to any and all drawings, plans, specifications, photos, reports, videos, and/or other recordings on any electronic media (sometimes collectively referred to as "Project Documentation"), and any and all of such Project Documentation shall become the property of the Village. The Consultant and its subconsultants further warrant to the Village that they have the legal right to convey said Project Documentation to the Village. The Work contemplated by the Contract Documents shall not be considered complete until and unless legible and complete physical and electronic copies of all such Project Documentation have been delivered to the Village. The Village may reuse Project Documentation without the prior written authorization of the Consultant, but the Village agrees to waive any claim against the Consultant arising from any unauthorized reuse or modification of the Project Documentation.
- 20. <u>Illinois Freedom of Information Act</u>: The Illinois Freedom of Information Act (FOIA) applies to public records in the possession of a party with whom the Village has an Agreement. The Village of Orland Park will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information. Vendor acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village for public records (as that term is defined by Section 2(c) of FOIA) and to provide the requested public records to the Village within two (2) business days of the request being made by the Village. Vendor agrees to indemnify and hold harmless the Village from all claims, costs, penalty, losses

- and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village under this agreement.
- 21. <u>Independent Contractor:</u> It is mutually understood and agreed that the Consultant shall have full control of the ways and means of performing the Professional Services referred to above and/or which is the subject of this Agreement and the related Contract and that the Consultant or his/its employees, representatives or Subconsultants are in no sense employees of the Village, it being specifically agreed that in respect to the Village, the Consultant and any party employed by the Consultant bears the relationship to the Village of an independent contractor.
- 22. <u>Duration</u>: This Agreement and the related Contract Documents shall be in effect from the date of the Contract until the completion of the Services, but the obligations of the Consultant under Paragraphs 12 and 13 shall continue after such termination.
- 23. <u>Advertisement:</u> The Consultant is specifically denied the right to use in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.
- 24. <u>Amendments:</u> No agreement or understanding to modify this Agreement or the related Contract Documents shall be binding upon the Village unless in writing and signed by the Village's authorized agent. All specifications, drawings, and data submitted to the Consultant with this Agreement or the related Contract Documents are hereby incorporated and made part thereof.
- 25. <u>Termination: Remedies:</u> Notwithstanding any other provision hereof, the Village may terminate the Agreement in the event of a default by the Consultant or without cause at any time upon fifteen (15) days prior written notice to the Consultant. In the event that the Agreement is so terminated and the Consultant is not in default or breach of this Agreement, the Consultant shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed which shall be determined on the basis of the rates set forth in the Consultant's Proposal.
- 26. <u>Supersede:</u> The terms, conditions and specifications set forth in this Agreement shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications on any other Contract Documents.
- 27. <u>Severability</u>: In the event any section, subsection, paragraph, sentence, clause, phrase or provision of this instrument or part thereof shall be deemed unlawful, invalid, unenforceable or ineffective by any court of competent jurisdiction, such decision shall not affect the validity, enforceability or effectiveness of the remaining portions of this instrument.
- 28. <u>Facsimile or Digital Signatures</u>: Facsimile or digital signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Contract, and this Contract shall be deemed delivered as if containing original signatures if such delivery is made by emailing a PDF of a scanned copy of the original, hand-signed document, and/or by use of a qualified, established electronic security procedure mutually agreed upon by the Parties.
- 29. <u>Counterparts</u>: This Agreement may be executed in one or more counterparts, which counterparts when affixed together, shall constitute one and the same original document.
- 30. <u>No Third Party Beneficiaries</u>: The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.
- 31. <u>Entire Agreement</u>: The Contract Documents (including all Exhibits attached thereto which by reference are made a part of the Agreement) and all other written agreements signed by all of the parties hereto which by their express terms are a part of the Contract Documents, are the final expression of, and contain the entire

agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto.

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

CONSULTANT: BAXTER & WOODMAN	By:
By:	By:, Title:
	ATTEST:
Scope of Work as set forth in Con	[ATTACH] nsultant's Proposal dated <mark>September 7, 2021</mark>
Sch	hedule of Fees





September 7, 2021

Mr. Kenneth Dado Utilities Operations Manager Village of Orland Park 15655 S. Ravinia Avenue Orland Park, Illinois 60462

Subject: Village of Orland Park - Proposal for Engineering Services

Design and Construction of Water Main Replacement for Silver Lake West
Subdivision - Phase 2 and El Cameno Re'al Subdivision

Dear Mr. Dado:

In accordance with your request, Baxter & Woodman, Inc. is pleased to submit this proposal for engineering design and construction-related services for the Silver Lake West Subdivision – Phase 2/Quail Hollow Drive and El Cameno Re'al Subdivision water main replacement projects as described in your email on August 11, 2021. We understand that the Project includes approximately 10,000 linear feet of 8-inch and 3,000 linear feet of 12-inch ductile iron water main replacement by open cut construction in the Silver Lake West/ Quail Hollow and El Cameno Re'al neighborhoods. Fire hydrants and auxiliary valves will be replaced along with new valves and vaults, water services, and curb stops within the road right-of-way. Replacement of lead water services on private property are not anticipated for this project, and consequently not included in the scope of design services. Pavement patching is planned for street restoration and maintenance of traffic plans will be prepared. In addition, a new 8-inch ductile iron water main connection from the El Cameno Re'al Subdivision to the existing water main on Ravinia Avenue and a crossing of Tinley Creek are included in this Project.

Engineering design will include the use of aerial photographs for base sheet preparation and a partial topographic survey to establish utility elevations suitable for obtaining IEPA, US Army Corps of Engineers (USCOE), and Illinois Department of Natural Resources (IDNR) construction permits for the water main replacement project. The partial topographic survey shall include collection of structure locations, rim elevations and depths of structures within the project limits and full topography for the Tinley Creek crossing along 151st Street and the new water main to connect the El Cameno Re'al Subdivision to the Ravinia Avenue water main. Proposed water main replacements will be shown in plan view on the drawings and specifications will be prepared for Village review. Permit applications will be prepared and submitted to the IEPA for the replacement and new water mains and USCOE and IDNR for the crossing of Tinley Creek. We note that the scope of design services does not include wetland delineation services, obtaining right-of-way, easements, or preparation of IEPA Loan applications, contract documents, or reimbursement requests.



Baxter & Woodman, Inc. will prepare Contract and Bidding Documents for construction of the proposed improvements and we will assist the Village with the bidding process. Our construction-related engineering services includes preparation of a Notice of Award letter to the Contractor, Agreements and Bond forms, and the Notice to Proceed. We will attend the Preconstruction Meeting with a prepared agenda. Contractor submittals of proposed materials will be reviewed. Change Orders will be prepared if necessary and Contractor's Pay Requests will be reviewed each month. A full-time Resident Engineer will be on site during construction. Daily reports will be prepared and on-going quantities tabulated. Upon completion of construction, a punch list will be prepared and we will coordinate with the Contractor on the final Pay Request. We will perform an as-built survey of the completed improvements, prepare Construction Record Drawings, and update the Village GIS with the new improvements.

The following tasks will be necessary to complete the requested design and construction-related engineering services:

Scope of Services

1. PROJECT COORDINATION AND DATA COLLECTION

A. PROJECT MANAGEMENT

- 1) Plan, schedule, and control activities to complete the Project. These activities include but are not limited to budget, schedule, and scope.
- 2) Submit a weekly status report via email describing tasks completed the previous month and outlining goals for the subsequent month.

B. PROJECT MEETINGS

- 1) Conduct a Project kick-off meeting with OWNER's staff and the Project team to establish clear lines of communication, introduce OWNER staff to the team members, and establish the OWNER's detailed needs, objectives, and goals for the Project.
- The meeting will also be used to obtain information, drawings, plans, atlases, and other data to be supplied by the OWNER, and set schedules and guidelines for future design meetings.
- 3) Conduct design meetings with staff at specific times during the design of the Project to clarify staff wishes, design questions, and/or construction methods
- 4) Design meetings will normally consist of one preliminary "red line" meeting at 30 percent completion, where the initial layout of the water main is approved by the OWNER prior to design drawing preparation and one final meeting at 90 percent completion.

C. TOPOGRAPHIC SURVEY

1) Topographic Survey: Perform a partial topographic survey of natural and man-made features along the route of the water main replacement at the proposed crossing of



Tinley Creek as needed for USCOE and IDNR permitting and a 100-foot width centered over the proposed water main alignment for the new connection between the El Cameno Re'al Subdivision and Ravinia Avenue. Aerial photographs will be utilized for the preparation of base sheets for Project plan drawings. State plane coordinates and NAVD 88 will be used for horizontal and vertical controls. The partial topographic survey will include obtaining invert/top of pipe elevations for utilities within the project area.

- 2) Right of Way/Property Lines: Field-locate existing property corners (if set) and utilize available tax parcel information to establish approximate rights-of-way.
- D. SITE VISITS FOR DESIGNERS Conduct site visits to familiarize the designer(s) with the sites, clarify any discrepancies on the Drawings.

E. UTILITY LOCATES & COORDINATION

- 1) Complete a Design Stage JULIE Request which consists of obtaining names and phone numbers of utilities located within the work area. Includes coordination with utilities if relocates are needed.
- 2) Obtain 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.
- 3) Record and maintain documentation of communications with utilities.

2. DETAILED ENGINEERING DESIGN

A. FINAL DESIGN

- 1) Review and respond to OWNER review comments from the Initial (30%) and Pre-Final (90%) plan sets.
- 2) Finalize the pipeline design for the proposed improvements including the horizontal location of pipelines, valves, fire hydrants, and water services.
- 3) Prepare Design Documents consisting of one set of Drawings showing the general scope, extent, and character of construction work to be furnished and performed by the Contractor(s) selected by OWNER and Specifications, which will be prepared in conformance with the format of the Construction Specification Institute.

B. CONTRACT DOCUMENTS

Prepare for review and approval by the OWNER and its legal counsel one set of 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).

C. QUALITY CONTROL REVIEWS

1) Conduct Quality Control peer reviews of drawings and specifications.



- 2) Utilize Baxter & Woodman Construction Department personnel to provide a constructability review of drawings and specifications.
- 3) Make revisions based upon comments from both Baxter & Woodman engineering and construction department comments.

D. PERMITS AND AGENCY COORDINATION

1) Submit the design documents to obtain permits from Soil and Water Conservation District, IEPA NOI, IEPA Public Water Supply for construction of the proposed improvements, and USCOE and IDNR for the Tinley Creek crossing.

E. ENGINEER'S OPINION OF PROBABLE COST

1) Prepare Opinion of Probable Construction Costs (OPCC) for the Project.

3. ASSISTANCE DURING BIDDING

A. BID ADVERTISEMENT

- 1) Assist the OWNER in solicitation of construction bids for a single project from as many qualified bidders as possible.
- 2) Set bid dates with OWNER, create Advertisement for Bids (AFB), provide AFB to OWNER for publication, and mail advertisement to selected prospective bidders.
- 3) Answer bidders' questions during bid period.
- 4) ADDENDUMS -Issue necessary addenda to all plan holders as necessary.

B. BID OPENING

- 1) Assist in reviewing and checking of bid package submittals as required.
- 2) Tabulate all bids received and review all bid submittals to verify low bid is responsive and responsible.
- 3) Issue a Letter of Recommendation to Award the construction contract to the OWNER for their action.

4. CONSTRUCTION SERVICES

A. PROJECT INITIATION

- 1) Prepare the Award Letter, Agreement, Contract Documents, Performance/Payment Bonds, and Notice to Proceed.
- 2) Receive Contractor insurance documents.
- 3) Coordinate, attend and prepare minutes for the preconstruction conference, and review the Contractor's proposed construction schedule and list of subcontractors.

B. CONSTRUCTION ADMINISTRATION

- 1) Act as the OWNER's representative with duties, responsibilities, and limitations of authority as assigned in the construction contract documents.
- 2) Attend periodic construction progress meetings.



- 3) Shop drawing and submittal review by Engineer shall apply only to the items in the submissions and only for the purpose of assessing, if upon installation or incorporation in the Project, they are generally consistent with the construction documents. OWNER agrees that the contractor is solely responsible for the submissions (regardless of the format in which provided, i.e., hard copy or electronic transmission) and for compliance with the contract documents. OWNER further agrees that the Engineer's review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing, or procedures of construction or extend to safety programs of precautions. Engineer's consideration of a component does not constitute acceptance of the assembled item.
- 4) Coordinate with OWNER staff and Contractor on notices of water service disruptions to residents.
- 5) Review construction record drawings for completeness prior to submission to CADD.
- 6) Prepare construction contract change orders and work directives when authorized by the OWNER.
- 7) Review the Contractor's requests for payments as construction work progresses, and advise the OWNER of amounts due and payable to the Contractor in accordance with the terms of the construction contract documents.
- 8) Research and prepare written response by Engineer to request for information from the OWNER and Contractor.
- 9) Project manager or other office staff visit site as needed.

C. FIELD OBSERVATION

- 1) Engineer's site observation shall be at the times agreed upon with the OWNER. Engineer will provide Resident Project Representatives at the construction site on a full-time basis.
- 2) FULL-TIME-Engineer will provide Resident Project Representatives at the construction site on a full-time basis of forty (40) hours per week from Monday through Friday, not including legal holidays, as deemed necessary by the Engineer, to assist the Contractor with interpretation of the Drawings and Specifications, to observe in general if the Contractor's work is in conformity with the Final Design Documents, and to monitor the Contractor's progress as related to the Construction Contract date of completion.
- Through standard, reasonable means, Engineer will become generally familiar with observable completed work. If Engineer observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor and OWNER to address. Engineer shall not supervise, direct, control, or have charge or authority over any contractor's work, nor shall the Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the site, nor for any failure of any contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.



Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the contract documents, which contractor is solely responsible for its errors, omissions, and failure to carry out the work. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or any other person, (except Engineer's own agents, employees, and consultants) at the site or otherwise furnishing or performing any work; or for any decision made regarding the contract documents, or any application, interpretation, or clarification, of the contract documents, other than those made by the Engineer.

4) Keep a daily record of the Contractor's work on those days that the Engineers are at the construction site including notations on the nature and cost of any extra work, and provide weekly reports to the OWNER of the construction progress and working days charged against the Contractor's time for completion.

D. PROJECT CLOSEOUT

- 1) Provide construction inspection services when notified by the Contractors that the Projects are substantially complete. Prepare written punch lists during substantial completion inspections.
- 2) Prepare Certificates of Substantial Completion.
- 3) Provide construction inspection services when notified by the Contractor that the Projects are complete.
- 4) Prepare written punch lists during final completion inspections.
- 5) Review the Contractor's written guarantees and issue a Notice of Acceptability for the Project by the OWNER.
- 6) Review the Contractor's requests for final payment, and advise the OWNER of the amounts due and payable to the Contractor in accordance with the terms of the construction contract documents.
- 7) Prepare construction record drawings which show field measured dimensions of the completed work which the Engineers consider significant and provide the OWNER with an electronic copy within ninety (90) days of the Projects completion.

Our engineering fee for the stated scope of services will be based on our hourly billing rates for actual work time performed plus reimbursement of out-of-pocket expenses including travel, which in total **will not exceed the following:**

Design Engineering Services (Nos. 1- 3): \$161,540 <u>Construction Engineering Services (No. 4):</u> \$149,950 Total \$311,490

Please see Attachments A and B for the labor estimate and hourly rates. The compensation and services to be provided under this Proposal will be in accordance with the Professional Engineering Services Master Agreement dated October 1, 2020.



All Terms and Conditions of the Master Agreement dated October 1, 2020 with the Village of Orland Park apply to this Proposal.

Thank you for the opportunity to submit a Proposal for this important Project. If you find this Proposal acceptable, **please sign and return one copy for our files**. If you have any questions or need additional information, please feel free to contact me at 815-444-3370 or via email at ddabros@baxterwoodman.com.

Sincerely,

BAXTER & WOODMAN, INC. CONSULTING ENGINEERS

Dennis Dabros, PE Vice President

VILLAGE OF ORLAND PARK, ILLINOIS

ACCEPTED BY:	
TITLE:	
	DATE:

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Attachment A

Village of Orland Park

Plan Number: 211705.40

Plan Na	me: ORLPK-Silver Lake West Ph 2 Water Main Repla	cement Design				
Level	Emp	Planned Hrs	Planned Labor Rates	Planned Labor Bill	Reimb Allowance	Total Compensation
	Overall Project Total	1,174.00		160,660.00	880.00	161,540.00
	t Coordination and Data Collection	340.00		47,040.00	880.00	47,920.00
1.1	Project Management	104.00	470.00	18,320.00	0.00	18,320.00
	Bruce Aderman	40.00	170.00	6,800.00		
	Dennis Dabros	40.00	210.00	8,400.00		
	Jack Worsham	24.00	130.00	3,120.00	222.22	
1.2	Project Meetings	60.00	.=	9,720.00	300.00	10,020.00
	Bruce Aderman	24.00	170.00	4,080.00		
	Dennis Dabros	12.00	210.00	2,520.00		
	Jack Worsham	24.00	130.00	3,120.00	2.22	
1.3	Collect Existing Data	24.00		3,120.00	0.00	3,120.00
	Timothy Bette	12.00	130.00	1,560.00		
	Jack Worsham	12.00	130.00	1,560.00		
1.4	Topographic Survey (Partial)	120.00		11,400.00	480.00	11,880.00
	Cody Jay	60.00	65.00	3,900.00		
_	Joseph Molidor	60.00	125.00	7,500.00		
1.5	Site Visit	20.00		2,920.00	100.00	3,020.00
	Bruce Aderman	8.00	170.00	1,360.00		
	Jack Worsham	12.00	130.00	1,560.00		
1.6	Utility Locates & Coordination	12.00		1,560.00	0.00	1,560.00
	Jack Worsham	12.00	130.00	1,560.00		
2 Detaile	ed Design	798.00		108,800.00	0.00	108,800.00
2.1	Final Design	552.00		74,820.00	0.00	74,820.00
	Bruce Aderman	90.00	170.00	15,300.00		
	Timothy Bette	250.00	130.00	32,500.00		
	Barbara Tobin	12.00	85.00	1,020.00		
	Jack Worsham	200.00	130.00	26,000.00		
2.2	Contract Documents	58.00		7,580.00	0.00	7,580.00
	Bruce Aderman	10.00	170.00	1,700.00	·	
	Barbara Tobin	8.00	85.00	680.00		
	Jack Worsham	40.00	130.00	5,200.00		
2.3	Quality Control Reviews	24.00		4,640.00	0.00	4,640.00
	Dennis Dabros	8.00	210.00	1,680.00		
	Mark Kolczaski	16.00	185.00	2,960.00		
2.4	Permits and Agency Coordination	116.00		15,200.00	0.00	15,200.00
	Paige Adams	24.00	110.00	2,640.00	•	
	Bruce Aderman	24.00	170.00	4,080.00		
	Barbara Tobin	8.00	85.00	680.00		
	Jack Worsham	60.00	130.00	7,800.00		
2.5	Engineer's Opinion of Probable Cost	48.00		6,560.00	0.00	6,560.00
	Bruce Aderman	8.00	170.00	1,360.00		
	Jack Worsham	40.00	130.00	5,200.00		
3 Bidding	g Assistance	36.00		4,820.00	0.00	4,820.00
	Bruce Aderman	8.00	170.00	1,360.00		·
	Barbara Tobin	4.00	85.00	340.00		
	Jack Worsham	24.00	130.00	3,120.00		

Attachment B

Village	of Orland Park						
Plan N	umber: 211705.60						
Plan Na	ame: ORLPK-Silver Lake West Ph 2 Water Main Re	placement Cons	struction				
		Planned Hrs	Planned Labor	Compensation	Consultant Fee	Reimb	Total
Level	Emp Overall Project Tot	al 1,130.00	146,660.00	Fee 146,660.00	0.00	Allowance 3,290.00	Compensation 149,950.00
CS100 F	Project Initiation	30.00	5,220.00	5,220.00	0.00	60.00	5,280.00
	Timothy Carter	20.00	3,300.00				
	Michael Costanzo	2.00	240.00				
	Dennis Dabros	8.00	1,680.00				
CS105 C	Construction Administration	144.00	24,840.00	24,840.00	0.00	250.00	25,090.00
	Timothy Carter	120.00	19,800.00				
	Dennis Dabros	24.00	5,040.00				
CS107 S	Submittal Review	20.00	3,400.00	3,400.00	0.00	0.00	3,400.00
	Bruce Aderman	20.00	3,400.00				
CS110 F	ield Observation	880.00	105,600.00	105,600.00	0.00	2,800.00	108,400.00
	Michael Costanzo	880.00	105,600.00				
CS140 F	Project Closeout	56.00	7,600.00	7,600.00	0.00	180.00	7,780.00
	Timothy Bette	16.00	2,080.00				
	Timothy Carter	16.00	2,640.00				
	Michael Costanzo	24.00	2,880.00				



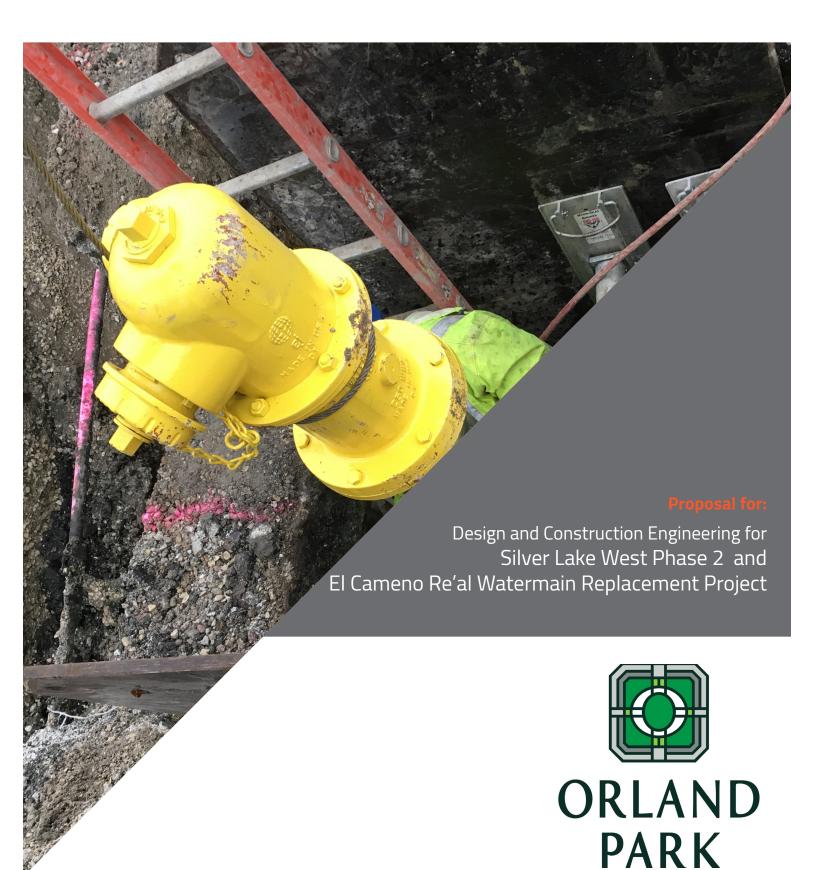


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- 1. Project Approach
- 2. Fee Proposal



Ciorba Group's Project Team has the technical expertise required by the Village of Orland Park to complete the design engineering and construction inspection services for the Silver Lake West Stage 2 and El Cameno Re'al Water Main Replacement Projects. We understand that the Village intends to replace approximately 4,000 linear feet (LF) of 8" water main and 3,000 LF of 12" water main in the Silver Lake West neighborhood in 2022. We also understand that the Village intends to replace approximately 6,000 LF of 8" water main in the El Cameno Re'al neighborhood, also in 2022. Ciorba Group will follow the project approach described below for each of these projects.

DESIGN ENGINEERING

Meetings and Coordination

Ciorba Group will attend an initial kick off meeting with the Village to review the proposed scope of improvements, engineering parameters, and project schedule. Prior to this meeting, Ciorba will request the following information to be provided at the meeting if possible: Electronic copies of standard Village specifications, contract conditions and details; public utility atlases and GIS data; and historic as-built plans. Discussions will be held with Public Works on the location of any known problem areas beyond that defined in the RFP scope. Other meetings will be scheduled with the Village for the preliminary and final plan submittals or as needed to discuss design issues.

Topographic Survey and Base Sheet Preparation

Horizontal and vertical topographic survey will be completed for the entire project length for the 2022 replacement section with work beginning soon after Notice to Proceed is received from the Village. Survey tasks will include setting horizontal and vertical control and obtaining utility information such as manhole invert elevations and conditions. Collecting storm sewer and sanitary sewer manhole inverts will be important to identify potential conflicts with the proposed water main. A tree survey of all trees with a diameter over 6 inches will also be completed. Besides obtaining the topographic features in the project area, the survey will establish the centerline alignment of the existing pavement. As directed by the Village, the street right of way can also be established to show its relationship with the existing pavement.

Once the survey is completed, the topographic data will be used to develop base sheets for the design plan preparation. A Digital Terrain model will also be developed to create an existing ground profile over the water main.

A preliminary investigation of ROW limits indicates that there should not be a need for any ROW or easement acquisition. Our understanding is that the new 8" connection at the northeast corner of the El Cameno Re'al neighborhood is already existing. We also assume the Village has existing easements for the water main behind the homes on La Reina Court in the El Cameno Re'al neighborhood and on Fernwood Court, Cypress Court, Castlebar Lane, and Quail Hollow Drive in the Silver Lake West neighborhood.

Geotechnical Analysis (Optional)

Ciorba Group recommends obtaining 10-foot soil borings with pH sampling along the water main replacement alignments at 500-foot intervals. The pH sampling will be provided for the Village's use in preparing an LPC-662 form (source site certification by owner or operator). This certification will be made part of the bid documents to inform the bidding contractors of the existing soil conditions as they relate to CCDD. Since geotechnical analysis was not listed as a scope item in the RFP, we have not included it in the fee proposal. We propose to use Soil & Material Consultants for the geotechnical work, and it



can be added as an additional cost if desired by the Village.

Utility Coordination

We will obtain atlases from private utility companies once the Notice to Proceed is received from the Village. This information will be added onto our base sheets with the drafted topographic survey data. A critical item is to identify any private utility adjustments or relocations as soon as possible. During design, the staff will identify any potential conflicts so that the utility company can be contacted immediately to verify the conflict. Utility coordination will go beyond contacting the various companies about potential adjustments of their facilities. Once verified, we will request the private utility company develop a schedule for the adjustment or relocation to avoid delaying the start of construction. We will also discuss with utility companies any known future improvements planned for the project area so that the work can be coordinated with the roadway construction.

Engineering Design

General	The General Notes will include notification to the post office, schools, garbage collection, PACE, the Village's Public Works and Fire and Police Departments prior to beginning any construction stage. Other forms of construction notification, such as contractor produced information flyers will be included in the plans and specifications as directed by the Village. Appropriate notes, specifications and schedules will be included in the plans to clearly identify time periods for allowable water service and traffic interruptions and how businesses and residents will be notified.
New Water Main	During the initial kick off meeting, discussions will be held on the proposed alignment of the new water main as envisaged by the Village. Their detailed understanding of the area, as well as any special factors associated with the connection to the Village system at the project limits, will be invaluable in the design. With the desk study information in hand, Ciorba will review utility information against the collected field survey data, identify any previously unknown design variables, and provide a preliminary layout of the new water main. All vertical and horizontal separation requirements between water mains and sewers will be maintained per IEPA requirements. Once the preliminary alignment is approved by the Village, Ciorba will proceed with the preparation of the preliminary and final plans and specifications.

Permits

Once the pre-final plans and specifications have been developed, Ciorba will submit permit applications to the necessary regulatory agencies. This includes a submittal to the Illinois Environmental Protection Agency (IEPA) for a water construction permit. Ciorba is familiar with this process from our numerous municipal water main projects and can obtain the permit in an expedited fashion. A National Pollutant Discharge Elimination System (NPDES) permit and Storm Water Pollution Prevention Plan (SWPPP) with Notice of Intent (NOI) will be prepared for submittal. We will also coordinate with the Illinois Historic Preservation Agency (IHPA) for any potential historic or cultural concerns. This is a common process that we go through on all our water main projects. If sanitary sewers are impacted during the design for IEPA requirements, a Notification and Request for Inspection (NRI) permit will also be submitted to the Metropolitan Water Reclamation District (MWRD).

Pre-Final Plans, Specifications, and Cost Estimates

Ciorba Group will prepare pre-final plans, specifications and cost estimates. The plans will include but are not limited to: Title Sheet; General Notes; Summary of Quantities; Typical Sections; Alignment, Ties and Benchmarks; Existing Conditions and Removal Items; Proposed Water Main Plan and Profile; Maintenance of Traffic Plans and Details; Restoration and Erosion Control Plans; and Special Details.

All specifications will conform to the Standard Specifications for Water and Sewer Construction in Illinois, IDOT Standard Specifications for Road and Bridge Construction, and Village of Orland Park requirements. Special Provisions will be prepared for pay items not addressed by either Standard Specifications. A Status of Utilities will be included in the specifications. An Estimate of Time and an Estimate of Cost will be prepared for submittal. Before pre-final PS&E are submitted to the Village, a QC/QA Engineer not associated with the project's day to day work efforts will review the documents in accordance with the established QC/QA Plan.



Final Plans, Specifications and Cost Estimates (100% Level)

The PS&E will be revised per Village comments on the pre-final documents. After a last QC/QA review, the final PS&E will be submitted to the Village for bid letting review. Final last-minute adjustments will be made to the documents if required by the Village. Copies of the final PS&E will be submitted in the numbers required by the Village for bidding.

Engineering Support during Bidding

Ciorba will assist the Village with the advertisement and bidding process. Prior to the Village advertising for bids, Ciorba will assist the Village in identifying qualified contractors in the area to perform the work. Ciorba will remain available to answer any questions from bidders. If



any questions raised result in the need for an addendum, Ciorba will prepare and issue the addendum in cooperation with the Village. Finally, once bids are received, Ciorba will assist the Village with review of the bids and identifying the lowest qualified bidder.

Construction Engineering

Construction Startup

The Resident Engineer will begin final utility coordination to verify that any needed relocations/adjustments have been or are scheduled to be completed. If necessary, an on-site utility coordination meeting will be held to discuss remaining issues. The Resident Engineer will also coordinate with the Village of Orland Park on parking impacts created by the project as well as prepare construction notification letters for Project Stakeholders.

Preconstruction Conference

The Resident Engineer will create a list of potential attendees for Village review. After the list is finalized, the Resident Engineer will notify participants of the time and place for the meeting. Typical topics that may be discussed at this meeting will include the progress schedule, construction staging and material and equipment storage sites. The Resident Engineer's and the Contractor's 24-hour emergency numbers will also be made available to participants. Catalog cuts and shop drawings may be distributed at the meeting by the Contractor for review by Ciorba. A list of suppliers and subcontractors will be furnished by the Contractor for approval.

Construction Layout

Ciorba Group's survey crew will provide layout for the water main at the onset of the project including valves, hydrants, and alignment / elevation at 50-foot stationing. Layout will be completed one time under this scope, with additional layout by the Contractor. Ciorba will provide technical support and quality checks throughout the life of the project.

Construction Observation and Documentation

It is intended that our Resident Engineer (RE) will be on-site daily and will act as oversight to our full time Construction Technician (CT). We have assumed 40 hours per week between mobilization



and de-mobilization for the Construction Technician. Inspection time for staff will not be charged for rain days or scheduling issues when the contractor is not on site. This mitigates the RE and CT from sitting on the project when there is no activity.

Construction will be monitored for conformance with the contract documents and Village requirements. If there are any unforeseen conditions or issues that develop, the Resident Engineer will be available to provide options to the Village to mitigate costly delays. Measurements, calculations and Inspector Reports will be made on a daily basis. Monthly pay estimates will be prepared and submitted to the Village for review and processing. The RE will prepare any necessary Change Orders for Village review and approval and will also maintain a daily diary describing the work accomplished each day. Weekly progress and quantity reports will be prepared and provided to the Contractor and the Village.

Other duties for the RE and CT will be to continue public stakeholder involvement by addressing any concerns or issues of businesses and residents and to notify residents of service disruptions. The RE will maintain close communication with the Village's designated representative. This will be accomplished by as-needed daily communication and weekly progress meetings chaired by Ciorba.

Material Testing

Material testing was not listed in the RFP. Therefore, it has not been included in the fee proposal. If the Village would like to add it, our sub-consultant Soil and Material Consultants can carry out density testing of HMA pavements and field testing / strength cylinders for concrete testing for an additional fee. Testing frequency would be carried out according to IDOT QA requirements.

Project Closeout

The RE, in coordination with the CT, will maintain a punch list of construction items that require correction before final acceptance of the project and provide it to the Contractor. The site will be inspected for completion of punch list items and the Contractor will be notified of any incomplete items. After the punch list is completed, a walk through will be conducted by the Resident Engineer with the Village and the Contractor. Any concerns identified at the walk through will be resolved prior to acceptance of the improvement. The closeout process continues with the preparation of final documentation papers for project acceptance by the Village. This includes all material certifications and testing results, final quantity measurements, balancing change orders and final pay estimates. As construction proceeds, any modifications to the plans will be field measured and documented for inclusion in the final construction record drawings.



Ciorba Group proposes the following fees to complete the Silver Lake West Phase 2 and El Cameno Re'al Water Main Replacement Projects. The construction engineering fee assumes 14.5 weeks of construction for the Silver Lake West Phase 2 project and 12.5 weeks for the El Cameno Re'al project.

SILVER LAKE WEST PHASE 2 WATER MAIN REPLACEMENT PROJECT

Design Engineering Labor & Overhead Costs:	\$ 80,222
Construction Engineering Labor & Overhead Costs:	\$ 87,754
In-House Direct Costs:	\$ 7,952
Total Engineering Fee:	\$ 175,928

EL CAMENO RE'AL WATER MAIN REPLACEMENT PROJECT

Design Engineering Labor & Overhead Costs:	\$ 68,761
Construction Engineering Labor & Overhead Costs:	\$ 75,217
In-House Direct Costs:	\$ 6,818
Total Engineering Fee:	\$ 150,796

COMBINED SILVER LAKE WEST AND EL CAMENO RE'AL WATER MAIN REPLACEMENT PROJECTS

Design Engineering Labor & Overhead Costs:	\$ 148,983
Construction Engineering Labor & Overhead Costs:	\$ 162,971
In-House Direct Costs:	\$ 14,770
Total Engineering Fee:	\$ 326,724

The tables on the following pages provide detailed staff hour and direct cost estimates as well as proposed staff hourly rates.



Consultant Services Cost Estimate of

(Direct Labor Multiple)

Cook Silver Lake West Phase 2 & El Cameno Re'al Water Main Replacement Village of Orland Park Ciorba Group, Inc

County Job No.

Firm Client

ITEM	MANHOURS	PAYROLL	(2.8+R) TIMES PAYROLL	DIRECT	TOTAL	% OF GRAND TOTAL
	€	(B)	()	(D)	(C+D+E)	
Meetings, Data Collection & Coordination	24	\$ 1,394.45	\$ 3,904.47	\$ 115.00	\$ 4,019.47	1.23%
Topographic Survey	220	\$ 9,344.78	\$ 26,165.40	1,568.00	\$ 27,733.40	8.49%
Water Resources	929	\$ 28,766.88	\$ 80,547.26		\$ 80,547.26	24.65%
Engineering Plans	192	\$ 9,683.42	\$ 27,113.58		\$ 27,113.58	8.30%
Construction Engineering / Phase III Assis.	1448	\$ 56,951.62	\$ 159,464.54	\$ 13,087.50	\$ 172,552.04	52.81%
QC/QA	32	\$ 2,766.40	\$ 7,745.92		\$ 7,745.92	2.37%
Project Management & Administration	32	\$ 2,504.49	\$ 7,012.58		\$ 7,012.58	2.15%
TOTALS	2624	\$ 111,412.05 \$	\$ 311,953.75 \$	\$ 14,770.50 \$	\$ 326,724.25	100.00%



STAFF HOURS Village of Orland Park

Silver Lake West Phase 2 & El Cameno Re'al Water Main Replacement

$\overline{}$	Silver Lake West Phase 2 & El Cameno Re al Water Ma		71010				_		
Task	Sub-Task	Grand Total	Project Manager	Senior Project Engineer	Resident Engineer	Engineer II	Engineer I	Senior Technician	Technician II
		2624	52	250	254	370	352	188	1158
1.	Meetings, Data Collection & Coordination Task Total: 010 Meetings Subtotal:	24	2	9 5		3	4		
				_					
	Meetings with Owner	8	2	4		2			
	Prepare Agenda/Exhibits for Meetings	2		1		1			
	011 Coordination Subtotal:	14	2	4		4	4		
	Coordination with Owner	6	2	4					
	Coordination with Utilities	8				4	4		ſ
2.	Topographic Survey Task Total:	220				8		188	24
	020 Field Survey Subtotal:	208				8		176	24
	Horizontal Topography	200						176	24
	Field Verification of Existing Conditions	8				8		170	24
	Field Verification of Existing Conditions	8	-			8			\vdash
	021 Process Survey Information Subtotal:	12						12	
	Base Sheet Development	12						12	
3.	Water Resources Task Total:	070		400		201	201		
3.		676		108		304	264		
	O32 Water Main System Confilct Investigation (Utilities)	48		96		296	256 16		-
	Water Main Design	200		40		96	64		
	Water Service Design	16				8	8		
	Water Main Plan and Profile Sheets	248		24		112	112		
	Water Main Details	24		8	 	8	8		
	Concrete / Asphalt Restoration Design	56		8	 	24	24		
	Erosion Control & Landscaping Plans	56		8	 	24	24		
	Erodon Control & Editabolphing Fland					2.7	2-7		
	034 Reports / Location Drainage Studies Subtotal:	8		8					
	Design Summary Memo	8		8					<u> </u>
	035 Permits Subtotal:	20		4		8	8		
	Permit - IEPA (Water)	20		4		8	8		



STAFF HOURS

Village of Orland Park

Silver Lake West Phase 2 & El Cameno Re'al Water Main Replacement

Silver Lake West Phase 2 & El Cameno Re'al Wa	iter ivia	ın Ke	DIAC	em	CIIL				_
Activity		Grand Total	Project Manager	Senior Project Engineer	Resident Engineer	Engineer II	Engineer I	Senior Technician	Tochaician
Engineering Plans	Task Total:	192		81		39	72		
055 Contract Plans	Subtotal:	100		21		39	40		
Title Sheet		4		1		3			
General Notes		6		2		4			
Summary of Quantities		12		4		4	4		
Plan Revisions		64		8		24	32		
Disposition of Comments		14		6		4	4		
058 Quantity Calculations	Subtotal:	48		16			32		
Quantities		48		16			32		-
059 Specifications & Estimates	Subtotal:	44		44					
Specifications		32		32					
Estimate of Time		4		4					
Estimate of Cost		8		8					
Construction Engineering / Phase III Assis.	Task Total:	1448		36	254	12	12		1
080 Construction Startup	Subtotal:	10			2				
Review Plans, Specifications and Contract Documents		10			2				
081 Pre-Construction Conference	Subtotal:	16		2	8				
Preparation		8			4				
Attendance		6		2	2				
Meeting Minutes		2			2				
083 Construction Observation / Documentation	Subtotal:			16	216				1
Resident Engineer (27 weeks x 8 hrs/week)		216			216	ļ			1
Construction Technician (27 weeks x 5 days/week x 8 hrs/day)		1080			<u> </u>	ļ			1
Project Engineer site visits		16		16					$\frac{1}{1}$
					18				
084 Project Close-out	Subtotal:	34							
084 Project Close-out Coordinate Punch List Completion	Subtotal:	34 18			6				
	Subtotal:				6 4				



STAFF HOURS Village of Orland Park

Silver Lake West Phase 2 & El Cameno Re'al Water Main Replacement

		onver Earc West I hase E a El Gameno Re al Water ma		_		1	1		1	$\overline{}$
Task	Sub-Task	Activity	Grand Total	Project Manager	Senior Project Engineer	Resident Engineer	Engineer II	Engineer I	Senior Technician	Technician II
	085 Con	struction Record Drawings Subtotal:	60		6	6	12	12		24
		Plan Sheets	60		6	6	12	12		24
	086 Sho	p Drawing Review / Catalog Cut Review Subtotal:	8		4	4				
		Utilities	8		4	4				
	087 Con	struction Assistance Subtotal:	8		8					
		Assistance During Bidding	8		8					
6.	QC/QA	Task Total:	32	32						
	090 QC /	QA Subtotal:	32	32						
		Water Resources	32	32						
7.	Project	: Management & Administration Task Total:	32	16	16					
	100 Pro	ject Management & Administration Subtotal:	32	16	16					
		Project Administration	16	16						
		Project Management	16		16					





FIRM NAME
PRIME/SUPPLEMENT
Client

Ciorba Group, Inc. DATE 09/06/21
Prime

ESCALATION FACTOR 2.31%

Village of Orland Park

CLASSIFICATION CURRENT RATE **ESCALATED RATE** Project Manager \$84.50 \$86.45 Senior Project Engineer \$68.50 \$70.08 **Resident Engineer** \$52.00 \$53.20 **Engineer II** \$39.50 \$40.41 Engineer I \$33.00 \$33.76 Senior Technician \$42.50 \$43.48 Technician II \$34.50 \$35.30



IN-HOUSE DIRECT COSTS

Village of Orland Park

Silver Lake West Phase 2 & El Cameno Re'al Water Main Replacement PHASE II/III

Meetings, Data Collection & Coordination

Description	Unit	ι	Unit Cost	Quantity	Exte	nded Cost
Vehicle (mileage)	mile	\$	0.575	200	\$	115.00

Total: <u>\$ 115.00</u>

Topographic Survey

Description	Unit	Un	it Cost	Quantity	Exte	ended Cost
Vehicle (mileage)	mile	\$	0.575	240	\$	138.00
Vehicle (day)	day	\$	65.00	22	\$	1,430.00

Total: \$ 1,568.00

Construction Engineering / Phase III Assis.

Description	Unit	Ur	it Cost	Quantity	Extended Cost			
Vehicle (mileage)	mile	\$	0.575	7500	\$	4,312.50		
Vehicle (day)	day	\$	65.00	135	\$	8,775.00		

Total: \$ 13,087.50





Sent via email to kdado@orlandpark.org.

September 7, 2021

Mr. Kenneth Dado Utilities Operations Manager Village of Orland Park 15655 S. Ravinia Avenue Orland Park, IL 60462

SUBJECT: Proposal for Engineering and Planning of Watermain Replacement – Silver Lake West Water Main Replacement Stage 2 and Door Step Lane El Cameno Re'al Subdivision

Dear Mr. Dado:

Engineering Resource Associates, Inc. (ERA) is pleased to submit this proposal for design and construction engineering services for the Village of Orland Park's Silver Lake West Water Main Replacement Stage 2 and Door Step Lane El Cameno Re'al Subdivision Project in accordance with your request.

Project Understanding

The Project is slated for design in the fall of 2021 and construction in 2022, subject to budget approval. The existing water system that serves the residents in these areas has exceeded its useful service life and the Village desires to install new water main along sections of roadway within these areas of the Village. The work includes 4,000 feet of 8-inch ductile iron watermain and 3,000 of 12-inch ductile iron watermain along with new valves and fire hydrants and water service replacements along Fernwood Ct, Cypress Ct, Dogwood Dr, Castlebar Ln, 151st Street, and Quail Hollow Dr. The work also includes installation of approximately 6,000 feet of 8-inch ductile iron water main along with new valves and fire hydrants and water service replacements along Avenida Del Norte St, La Reina Real St, La Reina Ct, El Cameno Real Dr, and Avenida Del Este St.

Scope of Services

ERA will provide professional engineering services in accordance with the following anticipated work plan. Our work will conform to the Standard Specifications for Water and Sewer Construction in Illinois, IDOT standards and the Village of Orland Park's construction requirements.

DESIGN ENGINEERING

- 1) **Project Meetings and Coordination** The following meetings are anticipated during the design phase of these projects:
 - a. *Kick-Off Meeting* Meet with Orland Park staff to discuss project issues, compile background information and initiate project.
 - b. *Progress Meetings* Meet with Village staff during the design period to review Village comments and at the 75% and final submittal and discuss relevant issues.

- Utility Coordination Meeting Meet with Village staff and utility companies during the design period to review and discuss proposed water main alignment, installation methods, potential conflicts, etc.
- d. *Public Meetings* Public meetings are not anticipated for this project. Meeting minutes will be emailed within 1 week of each meeting for review.
- **2) Data Acquisition** This task includes the acquisition of data available from various sources to aid in the inventory and delineation of existing conditions. The following items will be obtained:
 - a. Aerial Photography and Topography from Village
 - b. Existing roadway plans provided by the Village
 - c. Aerial base tax maps
 - d. Public utility atlases (storm, sanitary, water, electrical, etc.)
 - e. Private utility atlases (gas, electric, telephone, cable, TV)
 - f. Cook County topographic mapping and GIS information
 - g. Pressure flow of the existing water system provided by the Village
 - h. Electronic copies of Village standard contract documents, details, and specifications
- 3) Field Survey and Review Visits This task consists of field survey and visits to gather existing conditions information. Available topographic mapping, GIS information and aerial imagery will be used to create base plans and roadway profiles. GPS equipment or robotic total stations will be used to gather existing storm and sanitary sewer routing and locations. Detailed topographic survey using this equipment along the project limits will not be performed. The following planimetric features will be field reviewed to verify their approximate location:
 - Horizontal locations of topographic features within the rights of way including found right-ofway monumentation, hydrants, valves, manholes, inlets, power poles, edge of pavement, sidewalks, driveways, and traffic control signage
 - b. All trees within the right-of-way limits will be located along the project alignment. The breast height diameter of each tree will also be measured.
 - c. Driveways, sidewalks, and structure locations within 15 feet of the right-of-way
 - d. Inventory of utility structures including pipe types, sizes, and routing
 - e. Pavement and right-of-way widths
- **4) Base Plans and Profile Sheets** Information compiled from the field survey and visits and data acquisition tasks will be combined to produce base plans for each project at a scale of 1" = 40' horizontal and 1" = 10' vertical of the existing conditions. Base plan and profiles sheets will be prepared using our AutoCAD based system conforming to Village of Orland Park Village graphic standards. Base plans on $11" \times 17"$ sheets will be submitted to the Village and private utility companies for review and comments.
- **5) Plans, Specifications and Estimates (PS&E)** This task includes the preparation of contract documents for each project in accordance with Orland Park Village and IDOT standard format utilizing the 2021 version of AutoCAD. The plan set will include the following sheets.

Specifications will be prepared in the format required for IDOT projects using Microsoft Office. Village standard contract documents will be provided. The specifications will reference IDOT Standard Specifications and the Village's standards. Bid documents and unit price bid item quantities will be included. Contract documents will include bid forms, notice to bidders, contract forms, bonding



and insurance requirements and state and federal compliance requirements. PS&E will be submitted for review and approval at the 75% and 100% bid documents stages of completion.

This task also includes the preparation of a preliminary and final engineer's opinion of probable construction cost for the proposed improvements. They will be prepared using our extensive database of recent unit prices on similar projects in the area.

- **6) Permitting** ERA will prepare and submit permit applications and perform utility coordination for the following regulatory authorities.
 - a. IEPA Water Mains
- 7) Bidding Assistance ERA will provide bidding assistance services as follows:
 - a. Provide reproducible PS&E for distribution by the Village of Orland Park
 - b. Attend pre-bid conference, if required
 - c. Issue addenda if required
 - d. Respond to bidder questions
 - e. Attend bid opening
 - f. Tabulate bids
 - g. Provide award recommendation letter

CONSTRUCTION ENGINEERING

ERA will provide construction engineering services in accordance with the following work plan.

- **1) Meetings/Coordination** Meet with the Contractor, Village of Orland Park staff, testing consultant staff and others for a pre-construction meeting. This task will also include weekly meetings throughout the project duration to review progress and discuss relevant issues.
- 2) Construction Observation This task involves on-site observation of Contractor operations to ensure conformance with the contract documents. It is our intention to provide full-time observation including a resident engineer throughout the project duration for an average of 8 hours per day. It is anticipated that a full-time resident engineer will be provided for the period between April 1, 2022 and October 1, 2022 which coincides with 120 actual working days. Direct costs of \$45/day for Daily Vehicle Usage will be billed for the anticipated 120 working days.

Construction observation tasks will include, but not be limited to:

- Serving as the Village's liaison with the Contractor primarily through the Contractor's superintendent, public/private utilities, and various jurisdictional agencies.
- Relay public concerns, and answer residents' questions.
- Daily review and inspection of traffic control items.
- Maintain a database of names, addresses and telephone numbers of subcontractors, contractors, suppliers, and utility companies and other agencies involved with the project.
- Alert the Contractor's field superintendent when un-approved materials or equipment are being used and advise the Village of such occurrences.



- 3) Construction Documentation Documentation services include tracking of actual quantities and record keeping including Inspector's Daily Reports, quantity certifications, weekly progress reports, and reviewing and processing pay requests. As with all projects, we will utilize IDOT forms and procedures.
- **4) Construction Layout Verification** The contractor will be required to provide construction layout services. ERA will verify contractor layout for apparent conformance with the contract documents.
- **5) Material Testing** ERA will coordinate with the Village's material testing sub-consultant, if required, to perform laboratory testing on materials, sample bituminous and concrete materials for compaction and properties, and observe HMA paving operations.

Schedule

The work described in this agreement will be performed as expeditiously as weather and other physical conditions permit. The Engineer shall not be liable to the Owner, if delayed in, or prevented from performing the work as specified herein through any cause or causes beyond the control of the Engineer and not caused by his own fault or negligence including acts of God, or the public enemy, inclement weather conditions, acts of the government after the effective date of this agreement, fires, floods, epidemics, strikes, jurisdictional disputes, lockouts, and freight embargoes.

ERA has the staff and resources available to fully staff these projects for the duration of the design and construction. If the project schedules or scope of services change, we have additional staff and resources available to accommodate the project. Our experience on similar assignments and ability to shift staff and resources will contribute to the ultimate success of these projects.

Fees

ERA will provide design and construction engineering services described in this proposal on a 2.8 direct labor multiplier, not to exceed basis. The cost budget is included on the following page in a not-to-exceed amount of \$344,209.94.

We appreciate the opportunity to submit this proposal and trust that it meets with your approval. If acceptable, please sign the proposal where indicated below (Exhibit 1) and return one (1) copy for our files. Receipt of executed proposal will serve as authorization to continue with the project to the full extent of the contract. The attached agreement provisions are expressly incorporated into and are an integral part of this proposal for engineering services.

If you have any questions, please contact me at 630-393-3060x1003 or bdusak@eraconsultants.com.

Sincerely,

ENGINEERING RESOURCE ASSOCIATES, INC.

Brian Dusak, PE

Principal / Project Manager

Dig. Dk



Exhibit 1

Acceptance & Authorization Form - September 7, 2021 Proposal

Engineering and Planning of Watermain Replacement – Silver Lake West Water Main Replacement Stage
2 and Door Step Lane El Cameno Re'al Subdivision
Village of Orland Park

Engineering Resource Associates, Inc.	Village of Orland Park
Dig. Dk	
Authorized Signature Brian Dusak, PE, Project Manager	Authorized Signature
Printed Name and Title	Printed Name and Title
3S701 West Avenue Suite 150 Warrenville, Illinois 60555 630-393-3060 t, 630-393-2152 f	Date
Please Provide	e Contact Information:
Mailing Address:	
(please provide street address for UPS deliveries)	
Telephone & Facsimile Numbers:	
Email Address:	
INVOICES should be sent via:	Email USPS Mail Email & USPS Mail
If different than above address,	
invoices should be addressed to:	
	Attn:
Invoice Email Address (if different than above):	
Note any billing procedures/forms:	





PTB & Item

Cost Estimate Consultant Se

(Direct Labor Multiple Engineering Resource Associates, Inc. 09/07/21 Firm Date Route Silver Lake West Water Main Replacement Phase 2 and El Cameno Re'al 127.04% Section Overhead Rate County Cook Job No. **Complexity Factor** 0

DROP	ITEM	MANHOURS	PAYROLL	(2.80+R) TIMES PAYROLL	DIRECT COSTS	SERVICES BY	DBE TOTAL	TOTAL	% OF GRAND
вох		(A)	(B)	(C)	(D)	OTHERS (E)	(C+D+E)	(C+D+E)	TOTAL
	Project Meetings and Coordination		1,815.75		50.00	(-)	(0 - 2 - 2)	5,134.11	1.49%
	Data Acquisition	20	877.00		00.00			2,455.60	0.71%
	Field Survey and Review Visits	88	3,081.54		100.00			8,728.31	2.54%
	Base Plans and Profile Sheets	144	6,320.93		100.00			17,798.61	5.17%
	Plans, Specifications and Estimate		44,363.01					124,216.43	36.09%
	Permitting	48	2,160.00		50.00			6,098.00	1.77%
	Bidding Assistance	16	733.52	2,053.86				2,053.86	0.60%
	Meetings and Coordination	40	1,752.62	4,907.34				4,907.34	1.43%
	Construction Observation	1320	48,344.86					135,365.60	39.33%
	Construction Documentation	288	11,055.54		5,400.00			36,355.52	10.56%
	Construction Layout Verification	4	138.04					386.51	0.11%
	Material Testing	6	253.59	710.05				710.05	0.21%
	TOTALS	2994	120,896.41	338,509.94	5,700.00	0.00	0.00	344,209.94	100.00%

DBE 0.00%



Average Hourly Project Rates

Route	Silver Lake West Water Main Re	placement		· ·	•	•	
Section	Phase 2 and El Cameno Re'al						
County	Cook	Consultant	Engineering Resource Associates, Inc.	Date 09	9/07/21		
Job No.			_				
PTB/Item				Sheet	1	OF	1

Payroll	Avg	Total P	roject Rate	9	Project Meetings and Coordina Data Acquisition Fi				Field Su	Field Survey and Review Visits Base Plans and Profile Sheets #REF!									
i ayıon	Hourly	Hours			Hours	%		Hours	4uisition %	Wgtd	Hours	%		Hours	% %	Wgtd	Hours	%	Wgtd
Classification	Rates	ilouis	Part.	Avg	liouis	Part.	Avg	liouis	Part.	Avg	liouis	Part.	Avg	liouis	Part.	Avg	liouis	Part.	Avg
Professional Engineer VI	\$70.00	0														J			Ĭ
Professional Engineer V	\$70.00	0																	
Professional Engineer IV	\$66.48	0																	
Professional Engineer III	\$57.77	326	10.89%	6.29	8	20.00%	11.55												
Professional Engineer II	\$46.82	244	8.15%	3.82	12	30.00%	14.05	8	40.00%	18.73				24	16.67%	7.80			
Professional Engineer I	\$37.88	0																	
Structural Engineer IV	\$65.98	0																	
Structural Engineer III	\$45.68	0																	
Staff Engineer III	\$41.87	424	14.16%	5.93	16	40.00%	16.75	12	60.00%	25.12									
Staff Engineer II	\$34.51	1472	49.16%	16.97															
Staff Engineer I	\$31.97	0																	
Engineering Technician V	\$43.31	436	14.56%	6.31										120	83.33%	36.09			
Engineering Technician IV	\$39.08	0																	
Engineering Technician III	\$30.96	0																	
Engineering Intern II	\$25.38	0																	
Engineering Intern I	\$16.57	0																	
Ecological Services Director	\$51.77	0																	
Environmental Specialist I	\$27.79	0																	
Professional Surveyor II	\$47.71	8	0.27%	0.13							8	9.09%	4.34						
Surveyor III	\$33.75	80	2.67%	0.90							80	90.91%	30.68						
Administrative Staff IV	\$37.56	0																	
Administrative Staff III	\$30.45	4	0.13%	0.04	4	10.00%	3.05												
Administrative Staff II	\$24.87	0																	
Engineering Technician II	\$27.41	0																	
Professional Surveyor I	\$43.65	0																	
Surveyor II	\$25.88	0																	
Administrative Director	\$47.71	0																	
		0																	
		0																	
		0																	
TOTALS	_	2994	100%	\$40.38	40	100%	\$45.39	20	100%	\$43.85	88	100%	\$35.02	144	100%	\$43.90	0	0%	\$0.00



Average Hourly Project Rates

Route	Silver Lake West Water Main Re	eplacement				
Section	Phase 2 and El Cameno Re'al					
County	Cook	Consultant	Engineering Resource Associates, Inc.	Date 09/07/21		
Job No.						
PTB/Item				Sheet 2	OF	1

Payroll	Avg	Plans, S	pecifications	s and Estin	Permittin	ıg		Bidding .	Assistance										
,		Hours		Wgtd	Hours	%	Wgtd	Hours	%	Wgtd	Hours	%	Wgtd	Hours	%	Wgtd	Hours	%	Wgtd
Classification	Rates		Part.	Avg		Part.	Avg		Part.	Avg		Part.	Avg		Part.	Avg		Part.	Avg
Professional Engineer VI	\$70.00															·			
Professional Engineer V	\$70.00																		
Professional Engineer IV	\$66.48																		
Professional Engineer III	\$57.77	120	12.24%	7.07	8	16.67%	9.63	4	25.00%	14.44									
Professional Engineer II	\$46.82	200	20.41%	9.56															
Professional Engineer I	\$37.88																		
Structural Engineer IV	\$65.98																		
Structural Engineer III	\$45.68																		
Staff Engineer III	\$41.87	360	36.73%	15.38	24	50.00%	20.93	12	75.00%	31.40									
Staff Engineer II	\$34.51																		
Staff Engineer I	\$31.97																		
Engineering Technician V	\$43.31	300	30.61%	13.26	16	33.33%	14.44												
Engineering Technician IV	\$39.08																		
Engineering Technician III	\$30.96																		
Engineering Intern II	\$25.38																		
Engineering Intern I	\$16.57																		
Ecological Services Director	\$51.77																		
Environmental Specialist I	\$27.79																		
Professional Surveyor II	\$47.71																		
Surveyor III	\$33.75																		
Administrative Staff IV	\$37.56																		
Administrative Staff III	\$30.45																		
Administrative Staff II	\$24.87																		
Engineering Technician II	\$27.41																		
Professional Surveyor I	\$43.65																		
Surveyor II	\$25.88																		
Administrative Director	\$47.71																		
TOTALS		980	100%	\$45.27	48	100%	\$45.00	16	100%	\$45.85	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00



Average Hourly Project Rates

Route	Silver Lake West Water Main	Replacement					
Section	Phase 2 and El Cameno Re'a	al					
County	Cook	Consultant	Engineering Resource Associates, Inc.	Date 0	09/07/21		
Job No.				_			
PTB/Item				Sheet	3	OF	1

Payroll	Avg	Meeting	s and Coo	rdination	Constru	ction Obs	ervation	Constru	ction Doc	umentatio	Constru	ction Layo	ut Verific	Materia	l Testing				
	Hourly	Hours	%	Wgtd	Hours	%	Wgtd	Hours	%	Wgtd	Hours	%	Wgtd	Hours	%	Wgtd	Hours	%	Wgtd
Classification	Rates		Part.	Avg		Part.	Avg		Part.	Avg		Part.	Avg		Part.	Avg		Part.	Avg
Professional Engineer VI	\$70.00																		
Professional Engineer V	\$70.00																		
Professional Engineer IV	\$66.48																		
Professional Engineer III	\$57.77	16	40.00%	23.11	120	9.09%	5.25	48	16.67%	9.63				2	33.33%	19.26			
Professional Engineer II	\$46.82																		
Professional Engineer I	\$37.88																		
Structural Engineer IV	\$65.98																		
Structural Engineer III	\$45.68																		
Staff Engineer III	\$41.87																		
Staff Engineer II	\$34.51	24	60.00%	20.71	1200	90.91%	31.37	240	83.33%	28.76	4	100.00%	34.51	4	66.67%	23.01			
Staff Engineer I	\$31.97																		
Engineering Technician V	\$43.31																		
Engineering Technician IV	\$39.08																		
Engineering Technician III	\$30.96																		
Engineering Intern II	\$25.38																		
Engineering Intern I	\$16.57																		
Ecological Services Director	\$51.77																		
Environmental Specialist I	\$27.79																		
Professional Surveyor II	\$47.71																		
Surveyor III	\$33.75																		
Administrative Staff IV	\$37.56																		
Administrative Staff III	\$30.45																		
Administrative Staff II	\$24.87																		
Engineering Technician II	\$27.41																		
Professional Surveyor I	\$43.65																		
Surveyor II	\$25.88																		
Administrative Director	\$47.71																		
TOTALS		40	100%	\$43.82	1320	100%	\$36.62	288	100%	\$38.39	4	100%	\$34.51	6	100%	\$42.26	0	0%	\$0.00



CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

September 3, 2021

Village of Orland Park Public Works Department 15655 Ravinia Avenue Orland Park, IL 60462

Attention: Mr. Kenneth Dado

Utility Operations Manager

Subject: Proposal for Design, Bidding, and Construction Engineering Services

Silver Lake West Stage 2 and El Cameno Re'al Water Main Replacement

Dear Mr. Dado:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to submit this proposal to provide Design, Bidding, and Construction Engineering Services for the Silver Lake West Stage 2 and El Cameno Re'al Water Main Replacement Project. Below is our Understanding of the Assignment, Scope of Services and Estimated Fee.

UNDERSTANDING OF THE ASSIGNMENT

The Village of Orland Park (Village) is seeking an engineering consultant to perform design, bidding, and construction engineering services related to the Silver Lake West Stage 2 and El Cameno Re'al Water Main Replacement Project in Orland Park, Illinois. The engineering consultant will prepare plans and specifications, construction cost estimates, obtain the necessary permits and perform Phase III construction engineering services.

CBBEL's familiarity with Village Staff and experience performing design and construction oversight for the Village's annual water main improvement project for the past several years ensures that CBBEL understands the assignment and allows us to be very competitive with our fee on this proposal.

SCOPE OF SERVICES

<u>Task 1 – Kickoff Meeting:</u> Once CBBEL is given the notice to proceed with design, CBBEL will set up a kickoff meeting with key CBBEL Project staff and the Village to discuss the goals and objectives of the Project. Key elements of the meeting will include confirmation of the project scope and schedule, coordination efforts with outside agencies, and design criteria. CBBEL will prepare an overall improvement exhibit to discuss the proposed alignment of the water main and fire hydrant locations.

<u>Task 2 – Preliminary Design:</u> Based on the feedback from the kickoff meeting, CBBEL will prepare Plans, Specifications, and an Engineer's Estimate of Probable Cost for the project. The design will use Village GIS data overlaid on an aerial as the base map. The Plans, Specifications, and an Engineer's Estimate of Probable Cost will be provided to the Village for review and comment prior to the Village review meeting.

<u>Task 3 – Village Review Meeting:</u> CBBEL will submit the preliminary design for the Village's review and then schedule a review meeting to discuss the comments.

<u>Task 4 – Field Reconnaissance</u>: CBBEL will perform field inspection of the affected drainage structure to determine repair scope. This task shall also include assessment of the affected curb and sidewalk to determine replacement limits.

<u>Task 5 – Final Design:</u> CBBEL will revise the Plans, Specifications, and an Engineer's Estimate of Probable Cost based on comments generated in the Village Review Meeting. The final design shall then be submitted to the IEPA and will be ready for bid.

<u>Task 6 – IEPA Permitting:</u> CBBEL will prepare and submit an IEPA permit application for watermain construction.

<u>Task 7 – Bidding Assistance</u>: CBBEL will prepare an Advertisement for Bids on behalf of the Village. CBBEL will then notify qualified contractors regarding this project. CBBEL will respond to contractor questions during the bidding process and provide addenda as necessary. CBBEL will assist the Village and attend the bid opening, perform reference checks, provide bid evaluation and tabulation, and provide a letter of recommendation to the Village for the most responsive contractor.

Task 8 – Pre-Construction

- Review the Contractor's schedule for compliance with any milestones and/or restrictions found in the contract documents. CBBEL will review the schedule for constructability to ensure that the work is being completed in a logical sequence.
- Prepare all project files prior to the start of construction. This shall include reviewing all applicable construction inspectors' checklists found in IDOT's Construction Manual to anticipate any issues that may arise during construction.
- Facilitate the Pre-Construction Meeting.
- CCDD testing will be completed by the Village.

Task 9 – Shop Drawing Review / Request for Information (RFI) Responses

CBBEL's staff will assist the RE in reviewing shop drawings for the water main, water main liner, storm sewers, structures, and other elements as required.

- Check and approve, or reject and request resubmittal of, any submittals made by the contractor for compliance with the contract documents.
- Shop Drawings and Contractor Submittals:
 - o Record data received, maintain a file of drawings and submissions, and check construction for compliance with them.
 - Review Contractor's submittals for compliance with contract documents. Notify the Village of any deviations or substitutions. With the notification, provide the Village with a recommendation for acceptance or denial, and request direction from the Village regarding the deviation or substitution.
- Review and coordinate responses to any RFI from the Contractor in a timely manner and maintain a separate file for each request.

Task 10 – Construction Observation

The duration of this task is based on an assumed five months of construction. CBBEL has estimated hours from May 1, 2022 to October 1, 2022; the Resident Engineer is estimated at 50 hours per week due to the complexity of this project.

CONSTRUCTION OBSERVATION

- Observe the progress and quality of the executed work. Determine if the work is proceeding
 in accordance with the Contract Documents. CBBEL shall keep the Village informed of the
 progress of the work, guard the Village against defects and deficiencies in the work, and
 advise the Village of all observed deficiencies of the work and disapprove or reject all work
 failing to conform to the Contract Documents.
- Provide extensive on-site observations of the work in progress and field checks of materials and equipment through an RE who shall:
 - Serve as the Village's liaison with the contractor working principally through the contractor's field superintendent.
 - Be present whenever the contractor is performing work on-site, associated with the project.
 - Cooperate with the contractor in dealing with the various local agencies and utility companies having jurisdiction over the Project.
 - Record names, addresses and telephone numbers of all contractors, subcontractors, and major material suppliers.
 - Attend all construction conferences. Arrange weekly progress meetings and other job conferences if required. Maintain and circulate copies of records of the meetings.
 - Review contractor's progress on a weekly basis and update the progress schedule. Compare actual progress to the contractor's approved schedule. If the project falls 14 calendar days behind schedule, work with the contractor to determine the appropriate course of action to get back on schedule. The contractor is required to submit a revised schedule for approval prior to further payments being made.
 - Maintain orderly files of correspondence, reports of job meetings, shop drawings and other submissions, RFI responses, original contract documents including all addenda, change orders and additional drawings issued after the award of the contract.
 - Prepare any contract changes needed as construction proceeds. Once the contractor submits a proposal, assist the Village in their review and provide a recommendation.
- Determine if the project has been completed in accordance with the contract documents and if the contractor has fulfilled all obligations.
- Except upon written instruction of the Village, the RE shall not authorize any deviation from the Contract Documents.
- Alert the Contractor's field superintendent when materials or equipment are being installed before approval of shop drawings or samples, where such are required, and advise the Village when it is necessary to disapprove work as failing to conform to the Contract Documents.
- Discuss the truck routes with the Contractor and monitor that the identified routes are being used.
- All CBBEL personnel and their sub-consultants will comply with the Village's current safety guidelines.

CONSTRUCTION DOCUMENTATION

Keep an inspector's daily report book and project diary in the Village's format, recording hours
on the job site, weather conditions, general and specific observations, daily activities,
quantities placed, inspections, decisions, and list of visiting officials, as outlined in IDOT's
Construction Manual. Additionally, prepare photo documentation of construction to be
submitted in both hard and digital formatting.

- Prepare payment requisitions and change orders. Review applications for payment with the Contractor for compliance with established submission procedure and forward them with recommendations to the Village.
- Schedule any material testing at the frequency required by IDOT's QC/QA provisions. Also obtain and document all material inspection received from the Contractor as outlined in the Project Procedures Guide of IDOT's Construction Manual.
- Prepare a monthly written update to the Village summarizing the Project status, costs and schedule.

Task 11 - Material QA Testing

- Our geotechnical subconsultant will provide QA testing outlined in the IDOT Project Procedures Guide.
- The following items are not included:
 - QA plant testing
 - Soil analysis
 - o Additional testing required for Change Order or Contingency Allowance items.

Task 12 – Record Drawings

- CBBEL field personnel will maintain a set of working drawings showing changes in the work during construction.
- At completion of the project, CBBEL shall complete as-built record drawings. The drawings shall provide, at a minimum, the following information:
 - As-built locations and elevations, including rims and inverts, of the proposed water main improvements and sewer improvements, using the base sheets of the design drawings as a reference.
 - The minimum scale shall be 1"=50 feet.
 - CBBEL shall deliver to the Village copies of the as-built drawings in pdf format and computer files in MicroStation latest version on a CD disc, and 2 copies of the PDF on 11 by 17 (half size) plan sheets.

Task 13 - Post-Construction

- Prior to final inspection, submit to the Contractor a list of observed items requiring correction and verify that each correction has been made.
- Conduct final inspection with the Village and prepare a final punch list of items to be corrected.
- Verify that all items on the final punch list have been corrected and make recommendations to the Village concerning acceptance.
- Prepare final pay estimate and change order(s) for the Village's approval.
- Verify all necessary material inspection has been received and documented.

Direct Costs

CBBEL will bill direct costs of \$65/day for Vehicle Usage. We have budgeted one engineer at 100 Working Days for this task.

FEE ESTIMATE

Based on the above Scope of Services, our Estimate of Fee of \$322,488.00 is detailed further in the attached CBBEL Work Effort.

We will establish our contract in accordance with the Master Agreement and associated rates attached for the Village of Orland Park.

Please sign and return one copy of this agreement as an indication of acceptance and notice to proceed. Please feel free to contact us anytime.

Sincerely,

Michael E. Kerr, PE

President

Enclosure: Work Effort

THIS PROPOSAL ACCEPTED FOR VILLAGE OF ORLAND PARK:

BY:	 	
ΓITLE:		
DATE:		

N:\PROPOSALS\ADMIN\2021\ORLAND PARK SILVERLAKES WEST 2 AND CAMENO REAL\ORLAND PARK SILVER LAKE WEST WATER MAIN STAGE 2 AND CAMENO RE'AL.090221.DOC

VILLAGE OF ORLAND PARK SILVER LAKES WEST WATERMAIN STAGE 2 & CAMENO RE'AL - DESIGN, BIDDING, AND CONSTRUCTION OBSERVATION WORK EFFORT AND FEE STRUCTURE

		Engineer		Consultant			
Classification	V	III	I/II	Consultant	Total Hours	Total Cost	
Rate (\$/hr)	\$173.00	\$125.00	\$102.00	\$1.00			
		•				 	
Task 1 - Kickoff Meeting	16	8			24	\$ 3,768.00	
Task 2 - Preliminary Design	120	160	400		680	\$ 81,560.00	
Task 3 - Village Review Meeting	20	20			40	\$ 5,960.00	
Task 4 - Field Reconnaissance	4	24	24		52	\$ 6,140.00	
Task 5 - Final Design	80	100	120		300	\$ 38,580.00	
Task 6 - IEPA Permitting	16	20	20		56	\$ 7,308.00	
Task 7 - Bidding Assistance	8		20		28	\$ 3,424.00	
Task 8 - Pre-Construction	8		16		24	\$ 3,016.00	
Task 9 - Shop Drawing Review / Request for Information (RFI) Responses	16		16		32	\$ 4,400.00	
Task 10 - Construction Observation	240		1000		1240	\$ 143,520.00	
Task 11 - Material Testing				6000	6000	\$ 6,000.00	
Task 12 - Record Drawings	16		40		56	\$ 6,848.00	
Task 13 - Post-Construction	8		40		48	\$ 5,464.00	
Subtotals	552	332	1696	6000	2580		
Percentage of Hours	21.4%	12.9%	65.7%	232.6%	100.0%	6245 000 0	
Total Personnel Cost	\$95,496.00	\$41,500.00	\$172,992.00	\$6,000.00	Total Payroll Cost = Direct Cost =	\$315,988.00 6,500.00	
						<u> </u>	
					TOTAL COST =	\$ 322,488.00	



DATE: September 20,

REQUEST FOR ACTION REPORT

File Number: 2021-0671

Orig. Department: Public Works Department

File Name: Cameno Re'al Stormwater Improvements - Engineering

BACKGROUND:

The Cameno Re'al subdivision is located at 151st Street and West Avenue in the Mill Creek Watershed. Areas of flooding accrue during rain events along La Reina Re'al to 151st Street.

In 2014, the Village approved a proposal from Christopher Burke Engineering, Ltd. (CBBEL) of Rosemont, Illinois to initiate Storm Water Improvement Phase I Engineering, to evaluate the flooding problems in the area, and determine potential alternatives to address the issues. That scope of work anticipated: Topographic Survey, Utility Coordination, Hydrologic and Hydraulic Modeling, Alternatives Evaluation, Preliminary Design Exhibit, and a Preliminary Cost estimate. That approval was for \$93,000.00.

The project was put on hold in 2014 due to the reconstruction of the 151st Street stormwater system. When the project was put on hold, the Village closed the purchase order that had the remaining funding available for Phase II Engineering (Detailed Design) in the amount of \$45,730. CBBEL submitted a new proposal on August 31, 2021, for the completion of the Phase II Engineering, for the same cost of \$45,730.00.

With the anticipated water main design also to be awarded, Public Works wants to make sure all designs are finished in Fall of 2021, so construction can begin in Spring of 2022. This would allow the road program to repave the area once the utility work for storm and water are complete.

BUDGET IMPACT:

Funds for this project are allocated in the Utility Fund budget 031-6007-432500 (Engineering Services).

REQUESTED ACTION:

I move to approve the Christopher B. Burke Engineering, Ltd., of Rosemont Illinois proposal to complete the design for Cameno Re'al Stormwater Improvement Engineering for an amount not to exceed \$45,730.00;

And,

Authorize the Village Manager to execute all related contracts, subject to Village Attorney review.



AGREEMENT BETWEEN THE VILLAGE OF ORLAND PARK AND Christopher B. Burke Engineering, LTD FOR PROFESSIONAL SERVICES

THIS AGREEMENT (hereinafter, the "Agreement" or the "Contract") is made this 9th day of September, 2021, by and between the VILLAGE OF ORLAND PARK (hereinafter referred to as "Village") and Christopher B. Burke Engineering, LTD (hereinafter referred to as "Consultant") for the performance of certain professional services for the Village in connection with La Reina Re'al Stromwater Engineering (hereinafter referred to as the "Project", the "Work", or the "Services").

WITNESSETH:

In consideration of the mutual covenants set forth herein by the Village and the Consultant (hereinafter referred to collectively as the "Parties"), the Parties agree as follows:

1. Scope of Work: The Consultant agrees to and shall timely perform and fully complete the "Scope of

Services" as set forth in:

	The Consultant's Proposal or Bid No, and dated August 31, 2021; and/or
	Village of Orland Park RFQ/RFP/Purchase Order No which is/are attached hereto and made a part of this Agreement as Exhibit A (the "Work" or the "Project") The terms, conditions and specifications set forth in Village's Request for Qualifications (RFQ), Request for
	Proposal ("RFP"), and/or Purchase Order and any other Village document shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications on any other documents submitted by the Consultant. Any provisions in the Consultant's Proposal or Bid or other submittals which are in conflict with or inconsistent with any of the same provisions in the Village's RFQ, RFP, and/or Purchase Order shall be void to the extent of such conflict or inconsistency and the terms of the Village's RFQ, RFP, and/or Purchase Order shall control.
2.	Payment:
	A. <u>Compensation</u> : The Village agrees to pay the Consultant, and the Consultant agrees to accept as compensation for all Services and/or Work and/or the Project required by this Agreement the amount(s) set forth as follows: ∑ the amount(s) set forth on Exhibit A (the "Consultant's Proposal");
	the amount(s) based upon the Schedule of Fees set forth on Exhibit B attached hereto and thereby made a part hereof; and
	⊠ subject to a not-to-exceed amount of \$45,730 ("Contract Price")
	(i) It is expressly understood and agreed to by both Parties that in no event shall the total amount to be paid by the Village for the complete and satisfactory performance of services, under this Agreement exceed \$ Said price shall be the total compensation for Consultant's performance hereunder including, but not limited to, all work, deliverables, materials, supplies,
	equipment, subcontractor's fees, and all reimbursable travel and miscellaneous or incidental expenses to be incurred by Consultant. In the event the Consultant incurs cost in excess of the sum authorized for service under this Agreement, the Consultant shall pay such excess from its own
	funds, and the Village shall not be required to pay any part of such excess, and the Consultant shall have no claim against the Village on account thereof. For the avoidance of doubt, in no event shall Consultant be entitled to receive more than this not-to-exceed amount and this amount includes all
	costs incurred by Consultant in connection with the work and services authorized hereby, including, but not limited to: (i) any known or unknown and/or unexpected condition(s); (ii) any and all unforeseen difficulties; (iii) any unanticipated rises in the cost of labor, materials or equipment,
	changes in market or negotiating conditions, and errors or omissions made by the Consultant or others; (iv) the character of the work and/or services to be performed; and (v) any overrun in the

time or cost necessary for the Consultant to complete the work due to any causes, within or beyond its control. Under no circumstances shall the Village be liable for any additional charges if Consultant's actual costs and reimbursable expenses for such work, service or deliverable exceed the not-to-exceed price. Accordingly, Consultant represents, warrants and covenants to the Village that it will not, nor will Consultant have anyone on its behalf, attempt to collect an amount in excess of the not to exceed price agreed to by the Consultant as set forth above.

В.	<u>Invoices</u> : The Consultant agrees to and shall prepare and submit:
	an invoice to the Village which the Village shall pay upon completion and approval of the Work; or
	invoices for progress payments to the Village as hereinafter set forth for Services completed to date
	Invoices shall be prepared monthly and shall document the time/hours expended as the Work is
	completed to date by the Consultant

- C. <u>Payment:</u> Notwithstanding any provision of the Illinois Local Government Prompt Act (50 ILCS 505/1, et seq.) (the "Act") to the contrary, the Parties agree that any bill approved for payment by the Corporate Authorities shall be paid within sixty (60) days after the date of approval. If payment is not made within such sixty (60) day period, an interest penalty of 1% of any amount approved and unpaid shall be added for each full thirty (30) day period, without proration, after the expiration of the aforementioned sixty (60) day payment period, until final payment is made. No other provision of the Act shall apply to this contract.
- D. Withholding Payment: Notwithstanding anything to the contrary herein contained, no compensation will be paid to or claimed by the Consultant for services required to correct deficiencies attributable to errors or omissions of the Consultant, and all such errors or omissions must be corrected by the Consultant at its sole cost and expense. Notwithstanding anything to the contrary herein contained, the Village has the right to withhold from payment due the Consultant such sums as are reasonably necessary to protect the Village against any loss or damage which may result from: (i) the negligence of or unsatisfactory Services of the Consultant; (ii) the failure by the Consultant to perform the Consultant's obligations hereunder; or (iii) claims filed against the Village relating to the Services. Any sums withheld from the Consultant as provided in this section, and subsequently determined to be due and owing to the Consultant, will be paid to the Consultant.
- E. <u>Appropriation of Funds</u>. The Parties hereto agree that, if the term of this Agreement extends beyond the current fiscal year of the Village (the current fiscal year being the year in which the first date of the term of this Agreement falls), this Agreement is subject to the appropriation of funds by the Village Board of Trustees and/or any other funding agencies for each subsequent year. If the Village, and/or any other governmental agency providing funding for this Service, fails to make such an appropriation, the Village may terminate this Agreement and the Consultant will be entitled to receive, as its sole and exclusive remedy, compensation for Services properly performed to the date of termination to the extent the Village has funds available and appropriated to pay the Consultant such amount. Upon the request of the Consultant, the Village will inform the Consultant as to whether any governmental agency other than the Village is providing funding to pay all or a portion of the Services.
- F. Records. The Consultant's records relating to the Services must be kept in accordance with generally accepted principles of accounting consistently applied and must be retained by the Consultant for a period of not less than five (5) years following the completion of the Services. Such records must be available to the Village or any authorized representative of the Village, upon reasonable prior notice, for audit and review during normal business hours at the Village offices, 14700 S. Ravinia Ave. Orland Park, IL 60462. In addition, such records must be available, upon reasonable prior notice, for audit and review by any other governmental agency providing funding for all or any portion of this Service.

3. Contract Documents: The term "Contract Documents" means and includes, but is not lir	mited to, this
Agreement and the following, which are each attached hereto and thereby made a part hereof:	•
Scope of Services as set forth in the Consultant's proposal dated August 31st, 2021 (Exhibit	t A)
☐ Schedule of Fees (Exhibit B)	

In the event of any conflict between this Agreement and any other Contract Document, this Agreement shall prevail and control over the terms and conditions set forth in such other Contract Documents.

- 4. Time is of the Essence; Dates of Commencement and Completion; Progress Reports:
 - A. <u>Time is of the essence in this Contract</u>. The Services to be performed by the Consultant under the Contract Documents shall commence no later than September 30th, 2021 (hereinafter the "Commencement Date"), and shall be completed no later than December 15th, 2021 (hereinafter the "Completion Date"), barring only Acts of God, due to which the Completion Date may be modified in writing with the prior approval of the Village. If the Consultant fails to complete the Services by the Completion Date, the Village shall thereafter have the right to have the Services completed by another independent contractor, and in such event, the Village shall have the right to deduct the cost of such completion so incurred by the Village from payments otherwise due to the Consultant for the Services and/or the right to recover any excess cost of completion from the Consultant to the extent that the total cost incurred by the Village for the completion of the Work which is the subject of the Contract Documents exceeds the Contract Price.
 - B. <u>Progress Reports</u>. The Consultant must prepare and submit monthly progress reports describing the Services performed in the prior month and anticipated to be performed in the following one-month period. The Services schedule shall insure that each of the Services provided are being completed within a timeframe that does not negatively impact the Village's compliance with any federal, state, or local regulations (if applicable).
- 5. <u>Venue and Choice of Law</u>: The Consultant and the Village agree that the venue for any and all disputes shall solely be in Cook County, Illinois, in which the Village's Village Hall is located. This Contract and all other Contract Documents shall be construed and interpreted in accordance with the laws of the State of Illinois.
- 6. <u>Nonassignability:</u> The Consultant shall not assign this Contract, or any part thereof, to any other person, firm, or corporation without the prior written consent of the Village, and in no case shall such consent relieve the Consultant or its surety from the obligations herein entered into by the same or change the terms of this Contract.
- 7. <u>Notices and Communications:</u> Where notice is required by the Agreement it shall be considered received if it is delivered in person, sent by registered United States mail, return receipt requested, delivered by messenger or mail service with a signed receipt, sent by facsimile or e-mail with an acknowledgment of receipt, to the following:

To the Village:

Name: Ken Dado
Village of Orland Park
14700 South Ravinia Avenue
Orland Park, Illinois 60462
Telephone: 708-403-6350

Facsimile: 708-403-8798 e-mail:kdado@orlandpark.org

To the Contractor:

Name: Michael E. Kerr, PE

Company: Christopher Burke Engineering Address: 9575 W. Higgins Road, Suite 600 City, State, Zip: Rosemont, Illinois, 60018-4920

Telephone: 847-823-0500 Facsimile: 847-823-0520 e-mail: mkerr@cbbel.com

or to such other person or persons or to such other address or addresses as may be provided by either party to the other party.

8. Right to Alter Scope of Services Reserved: The Village reserves the right to alter the plans, extend or shorten the Scope of Services, add to the Scope of Services as may be necessary, and increase or decrease the scope and/or quantity of the Services, including the deduction or cancellation of any one or more of the unit price items, or to cancel the Contract and the Services in their entirety for any reason.

9. <u>Control and Inspection of Work:</u> Unless otherwise specified in the Contract Documents, inspection, acceptance or rejection of goods and/or Services shall be made after delivery. Final inspection, acceptance and/or rejection of the goods and/or Services shall not impose liability on the Village for goods and/or Services not in accordance with the Contract Documents as determined solely by the Village. Payment shall not be due on rejected goods and/or Services until and unless fully corrected and/or replaced as determined by the Village. All Services performed by the Consultant shall be done in conformance with this Agreement and the other Contract Documents as determined solely by the Village, and this Agreement shall control.

10. <u>Timely Written Response and Written Report(s) of Resolution Relative to Certain Incident(s), Claim(s) and/or Complaint(s)</u>:

- A. All alleged incident(s), claim(s), or complaint(s) related to any alleged death, injury and/or damage to persons and/or to public or private property related to the Consultant's work or services provided pursuant to this Contract shall be reported to the Village and resolved by the Consultant and/or its agent in a timely manner.
- B. Within three (3) business days after receipt by Consultant of an initial written or verbal notice of any such incident, claim, or complaint, the Consultant shall also provide to the Village, and to any third-party making such claim or complaint, the name, telephone number, and cellular number of the Consultant's officer or employee who will be responsible for managing the resolution thereof until its final resolution by the Consultant and/or by the Consultant's insurer or agent.
- C. Within ten (10) business days after the Consultant's receipt of the first notice of an alleged incident, claim, or complaint related to any alleged death, injury, and/or damage to persons and/or to public or private property (the "incident, claim, or complaint"), the Consultant or its agent(s) shall provide to the Village and to any third-party person making such claim or complaint an initial written response relative to such incident, claim or complaint, and the efforts and current progress of the Consultant and/or its agents to date toward the resolution of such incident, claim or complaint.
- D. If complete resolution of the incident, claim, or complaint has not been reached within the aforesaid ten (10) business day period, the Consultant or its agent shall continue to use all reasonable efforts to fully resolve the incident, claim, or complaint, and to that end, further updated written status reports of resolution, or progress toward resolution, as the case may be, of such incident, claim, or complaint shall be provided to the Village by the Consultant not less than monthly until such incident, claim, or complaint is fully resolved.
- E. The Consultant or its agents will be expected to fully resolve most incident(s), claim(s), or complaint(s) involving minor damage to public or private property within said initial ten (10) business day period after the Consultant receives its initial verbal or written notice of such incident, claim, or complaint.

11. Insurance:

A. Prior to Commencement of Work:

- (i) Prior to commencement of any Services under the Contract Documents, Consultant shall supply to the Village certificates of insurance as specified below. Consultant shall not start the Services contemplated by the Contract until Consultant has obtained all insurance required under this Paragraph 11, and all such insurance coverage has been obtained and approved by the Village Manager, or his designee.
- (ii) Minimum Scope of Insurance:
 - Coverage shall be at least as broad as Insurance Services Office ("ISO") Commercial General Liability occurrence form CG 00 01 04 13 with the "Village of Orland Park and its officers, officials, employees, agents and volunteers" named as additional insureds on a primary and non-contributory basis. This primary, non-contributory additional insured coverage shall be confirmed

through the following required policy endorsements (or their substantial equivalents): ISO Additional Insured Endorsement CG 20 10 04 13 or CG 20 26 04 13, and CG 20 01 04.

If this box is checked, a Completed Operations Endorsement (CG 20 37 04 13) is also required.

- B. <u>Insurance Required</u>: The Consultant shall procure and maintain, for the duration of the Contract, insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of the Work hereunder by the Consultant, its employees, subconsultants, and other agents, and:
 - (i) Commercial General Liability:
 - (a) \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be \$2,000,000.
 - (b) The Village of Orland Park, and its officers, officials, employees, agents and volunteers, are to be named and covered as additional insureds as respects: liability arising out of the Consultant's work, including activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased or used by the Consultant, or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Village of Orland Park and its officers, officials, employees, agents and/or volunteers.
 - (c) The Consultant's insurance coverage shall be primary and non-contributory as respects the Village of Orland Park and its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Village of Orland Park and/or on behalf of its officers, officials, employees, agents and/or volunteers shall be excess of Consultant's insurance and shall not contribute with it.
 - (d) Any failure to comply with reporting provisions of any applicable insurance policies shall not affect coverage provided to the Village of Orland Park and/or its officers, officials, employees, agents and/or its volunteers.
 - (e) The Consultant's insurance shall contain a Severability of Interests/Cross-Liability clause or language stating that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - (f) If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form", then the Consultant shall be required to name the "Village of Orland Park, and its officers, officials, employees, agents and volunteers" as additional insureds.
 - (g) All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
 - (h) The Consultant and all subconsultants hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Village of Orland Park, and/or by its officers, officials, employees, agents and/or its volunteers. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable.
 - (ii) <u>ISO Business Auto Liability coverage form number CA 00 01, Symbol 01 "Any Auto":</u> \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury.
 - (iii) Workers' Compensation Insurance:
 - Such coverage as required by the Workers' Compensation Act of the State of Illinois with coverage of statutory limits and Employers' Liability Insurance with limits of \$500,000 per accident. The insurer shall agree to waive all rights of subrogation against the "Village of Orland Park, its officers, officials, employees, agents and volunteers" for losses arising from work performed by the Consultant for the Village.
 - (iv) Professional Liability:

- (a) Professional liability insurance with limits not less than \$1,000,000 each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided under the contract, with a deductible not-to-exceed \$50,000 without prior written approval.
- (b) If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the contract. In the event the policy is cancelled, non-renewed or switched to an occurrence form, the Consultant shall be required to purchase supplemental extending reporting period coverage for a period of not less than three (3) years.

(v) <u>Umbrella Policy</u>:

- If the general aggregate limit for Commercial General Liability coverage provided is less than \$2,000,000, pursuant to Section 11(B)(i) above, then a \$2,000,000 Umbrella Policy shall also be provided which policy shall follow all required coverages as set forth above, other than Worker's Compensation and Professional Liability coverages.
- C. <u>Deductibles and Self-Insured Retentions</u>: Any deductibles or self-insured retentions must be declared to and approved by the Village of Orland Park.

D. All Coverages:

- (i) No Waiver. Under no circumstances shall the Village, or its officers, officials, employees, agents or volunteers be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:
 - (a) Allowing work by Consultant or any subconsultant to start before receipt of Certificates of Insurance and Additional Insured Endorsements.
 - (b) Failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance and Additional Insured Endorsement received.
- (ii) Each insurance policy required shall have the Village of Orland Park expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
- (iii) When requested by the Village Manager, or his designee, Consultant shall promptly provide the respective original insurance policies for review and approval by the Village Manager, or his designee.
- E. <u>Acceptability of Insurers</u>: Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and approved to do business in the State of Illinois.
- F. <u>Verification of Coverage</u>: Consultant shall furnish the Village of Orland Park with certificates of insurance naming the "Village of Orland Park, its officers, officials, employees, agents and volunteers", as additional insureds (except on Professional Liability), and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Village Manager, or his designee, before any work commences. The following additional insured endorsements may be utilized (or their substantial equivalent): ISO Additional Insured Endorsements CG 20 10 04 13 or CG 20 26 04 13, and CG 20 37 04 13 Completed Operations, where required. In the event a claim is filed, the Village reserves the right to request full certified copies of the insurance policies and endorsements.
 - ☐ If this box is checked, a Completed Operations Endorsement (CG 20 37 04 13) is also required.
- G. <u>Subconsultants</u>: Consultant shall include all subconsultants as insureds under its policies or shall furnish separate certificates and endorsements for each subconsultant. All coverages for subconsultants shall be subject to all of the requirements stated herein.
- H. <u>Assumption of Liability</u>: Consultant assumes liability for all injury to or death of any person or persons including employees of the Consultant, any subconsultant, any supplier or any other person and assumes

- liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this Contract.
- I. <u>Insurance Certifications</u>: In addition to providing Certificates of Insurance as required by the contract documents, the Consultant shall submit to the Village a signed certification with each Request for Payment, stating that all the insurance required of the Consultant remains in force. Failure to submit such a certification shall be grounds to withhold payment in full or in part.
- J. Insurance Requirements Cannot Be Waived by Village: Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of the related Contract by any act or omission, including, but not limited to: (1) allowing the Work to commence by the Consultant or any subconsultant of any tier before receipt of Certificates of Insurance; (2) failing to review any Certificates of Insurance received; (3) failing to advise the Consultant or any subconsultant of any tier that any Certificate of Insurance fails to contain all the required insurance provisions, or is otherwise deficient in any manner; or (4) issuing any payment without receipt of a Sworn Statement from the Consultant and all subconsultants of any tier stating that all the required insurance is in force. The Consultant agrees that the obligation to provide the insurance required by this Agreement or any of the contract documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the Village. Consultant shall also protect the Village by specifically incorporating this Paragraph into every subcontract entered into relative to the Work contemplated herein and also requiring that every subconsultant incorporate this Paragraph into every sub-subcontract it enters into relative to the Work contemplated herein.
- K. <u>Liability of Consultant and Subconsultant is Not Limited by Purchase of Insurance</u>: Nothing contained in the insurance requirements of this Agreement or any Contract Documents is to be construed as limiting the liability of the Consultant or the liability of any subconsultant of any tier, or either of their respective insurance carriers. The Village does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Village, the Consultant, or any subconsultant's interest or liabilities, but are merely required minimums</u>. The obligation of the Consultant and every subconsultant of any tier to purchase insurance shall not, in any way, limit their obligations to the Village in the event that the Village should suffer an injury or loss in excess of the amount recoverable through insurance, or any loss or portion of the loss which is not covered by either the insurance of the Consultant or any subconsultant's insurance.
- L. <u>Notice of Bodily Injury or Property Damage</u>: The Consultant shall notify the Village, in writing, of any actual or possible claim for personal injury or property damage relating to the Work, or of any occurrence which might give rise to such claim, promptly upon obtaining first knowledge of same.
- M. <u>Updated Proof Required</u>: The Consultant agrees that at any time upon the demand of the Village, updated proof of such insurance coverage will be submitted to the Village. There shall be no additional charge to the Village for said insurance.
- N. <u>Higher and More Expansive Standard Applicable</u>: To the extent other insurance requirements of the Contract Documents contradict this Paragraph 11, the more expansive and higher standard, in terms of type and amount of coverage, shall govern.

12. <u>Indemnity:</u>

A. To the fullest extent permitted by law, the Consultant hereby agrees to defend, indemnify and hold harmless the Village, its elected and appointed officials, employees and agents against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anyway accrue against the Village, its elected and appointed officials, employees, and agents arising in whole or in part or in consequence of the performance of the Work by the Consultant, its employees, or subconsultants, or which may in anyway result therefrom, except that arising out of the sole legal cause of the Village, its elected and appointed officials, employees or agents, the Consultant shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village, its elected and appointed officials, employees or agents, in any such action, the Consultant shall, at its own expense, satisfy and discharge the same.

- B. Consultant expressly understands and agrees that any performance bond or insurance policies required by this Contract, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its elected and appointed officials, employees or agents as herein provided.
- C. Consultant further agrees that to the extent that money is due the Consultant by virtue of this Contract as shall be considered necessary in the judgment of the Village, such funds may be retained by the Village to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Village.
- D. In the event that the Village is not immune from liability under any applicable law, and only in such event, the Village hereby agrees to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Village's negligent acts in connection with the Project and the acts of the Village, and/or any of its officers, trustees and/or employees.
- E. Neither the Village nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence, or for the acts of their respective officers, trustees, employees and/or agents.
- F. The provisions of this Paragraph 12 shall survive any termination of the Contract.

13. Village Confidential Information:

- A. Consultant warrants that it shall not disclose, use, sell, rent, trade, or otherwise provide Village Confidential Information to any person, firm, or entity for any purpose outside of the specific purposes of the Contract Documents, except as necessary to comply with applicable State or Federal laws.
- B. The provisions of this Paragraph 13 shall survive any termination of the Contract.
- 14. <u>Professional Standard</u>: The Consultant hereby covenants and agrees that the Consultant will perform all Services described in this Agreement in accordance with the Professional Standard. In connection with the execution of this Agreement, the Consultant warrants and represents as follows:
 - A. Feasibility of Performance. The Consultant (i) has carefully examined and analyzed the provisions and requirements of this Agreement, including all Exhibits hereto; (ii) understands the nature of the Services required; (iii) from its own analysis has satisfied itself, to the extent reasonably possible, as to the nature of all things needed for the performance of this Agreement and all other matters that in any way may affect this Agreement or its performance; (iv) represents that this Agreement is feasible of performance in accordance with all of its provisions and requirements; and (v) can and will perform, or cause to be performed, the Services in accordance with the provisions and requirements of this Agreement.
 - B. Ability to Perform: The Consultant hereby represents and warrants to the Village, with the intention that the Village rely thereon in entering into this Agreement, that: (a) the Consultant is financially solvent; (b) the Consultant, and each has the training, capability, experience, expertise, and licensing necessary to perform the Services in accordance with the requirements of this Agreement and the Professional Standard; (c) the Consultant possesses and will keep in force all required licenses, permits and accreditations to perform the Services; (d) the Consultant has full power to execute, deliver and perform this Agreement and has taken all necessary action to authorize such execution, delivery and performance; (e) the individual(s) executing this Agreement are duly authorized to sign the same on the Consultant's behalf and to bind the Consultant hereto; and (f) the Consultant will perform the Services described herein promptly, diligently and continuously with an adequate number of qualified personnel to ensure such performance.
 - C. <u>Authorized to do Business in Illinois</u>: The Consultant certifies that it is a legal entity authorized to do business in Illinois, 30 ILCS 500/1.15.8, 20-43.
 - D. <u>Certification to Enter into Public Contracts</u>: The Consultant certifies that it is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code or violating the prohibition set forth in Section 50-10.5(e) of the

- Illinois Procurement Code, 30 ILCS 500/50-10.5e or any similar offense of any State of the United States which contains the same elements as the Illinois offenses of bid-rigging or bid rotating.
- E. <u>Payment to the Illinois Department of Revenue</u>: Consultant certifies that it is not delinquent in payment of any taxes to Illinois Department of Revenue.
- F. <u>Debarment</u>. The Consultant certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any federal department or agency. The Consultant will not knowingly use the services of any related party barred or ineligible for contracts by any federal, state or local governmental agency or applicable Laws for any purpose in the performance of the Services.
- G. <u>Interest of members of the Village</u>: Consultant certifies that no member of the governing body of the Village and no other officer, employee, or agent of the Village who exercises any functions or responsibilities in connection with the planning or carrying out of the Services, has any personal financial interest, direct or indirect, in this Agreement; and the Consultant shall take appropriate steps to assure compliance.
- H. <u>Interest of Professional Services Provider and Employees</u>. Consultant certifies that it presently has no interest and shall not acquire interest, direct or indirect, in the various project areas or any parcels therein or any other interest which would conflict in any manner or degree with the performance of Consultant Services hereunder. The Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed.
- 15. No Conflicts of Interest: The Consultant warrants that it has no conflict of interest and has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gift(s), or any other consideration, contingent upon or resulting from the award or the making of this Contract.
- 16. Compliance with Laws: Consultant shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations, and any and all orders and decrees of any court, administrative body or tribunal applicable to the performance of the Contract. Included within the scope of the laws, ordinances, rules and regulations referred to in this paragraph, but in no way to operate as a limitation, are: Occupational Safety & Health Act ("OSHA"); Illinois Department of Labor (IDOL"), Department of Transportation, and all forms of traffic regulations; public utility, Intrastate and Interstate Commerce Commission regulations; Workers' Compensation Laws, the Social Security Act of the Federal Government and any of its titles, the Illinois Human Rights Act, and EEOC statutory provisions and rules and regulations. Evidence of specific regulatory compliance will be provided by the Consultant if requested by the Village.
- 17. Equal Employment Opportunity: The Consultant shall be an "equal opportunity employer" as defined in the United States Code Annotated. The Consultant shall be required to comply with the President's Executive Order No. 11246, as amended, and the requirements for Bidders and Consultants under this order are explained in 41 CFR 60-4. The Consultant shall fully comply with all applicable provisions of the Illinois Human Rights Act.
- 18. Certifications: By the execution of this Agreement, the Consultant certifies that: (1) the Consultant is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as required by 65 ILCS 5/11-42.1-1; (2) the Consultant has a written sexual harassment policy as required by and shall otherwise comply in all respects with the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)); (3) the Consultant will provide a drug-free workplace as required by and shall otherwise comply with the Illinois Drug-Free Workplace Act (30 ILCS 580/1, et seq.); (4) the Consultant has in place a written policy as required by and that it does and shall otherwise comply with the Illinois Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1, et seq.); and (5) the Consultant is not and/or was not barred

from bidding on this Contract pursuant to Section 33E-3 or 33E-4 of the Illinois Criminal Code (720 ILCS 5/33E-3 and 5/33E-4).

- 19. Project Documentation: Upon execution of this Agreement relative to the Project, notwithstanding anything contained in any other Contract Documents to the contrary, the Consultant and its subconsultants agree to and shall release to the Village any and all right, title, and interest in and to any and all Project Documentation depicting, documenting, or recording the Services, and/or the Work, and/or the Project which is the subject of the Contract Documents, prepared or created by the Consultant and/or its subconsultants, including but not limited to any and all drawings, plans, specifications, photos, reports, videos, and/or other recordings on any electronic media (sometimes collectively referred to as "Project Documentation"), and any and all of such Project Documentation shall become the property of the Village. The Consultant and its subconsultants further warrant to the Village that they have the legal right to convey said Project Documentation to the Village. The Work contemplated by the Contract Documents shall not be considered complete until and unless legible and complete physical and electronic copies of all such Project Documentation have been delivered to the Village. The Village may reuse Project Documentation without the prior written authorization of the Consultant, but the Village agrees to waive any claim against the Consultant arising from any unauthorized reuse or modification of the Project Documentation.
- 20. <u>Illinois Freedom of Information Act</u>: The Illinois Freedom of Information Act (FOIA) applies to public records in the possession of a party with whom the Village has an Agreement. The Village of Orland Park will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information. Vendor acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village for public records (as that term is defined by Section 2(c) of FOIA) and to provide the requested public records to the Village within two (2) business days of the request being made by the Village. Vendor agrees to indemnify and hold harmless the Village from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village under this agreement.
- 21. <u>Independent Contractor:</u> It is mutually understood and agreed that the Consultant shall have full control of the ways and means of performing the Professional Services referred to above and/or which is the subject of this Agreement and the related Contract and that the Consultant or his/its employees, representatives or Subconsultants are in no sense employees of the Village, it being specifically agreed that in respect to the Village, the Consultant and any party employed by the Consultant bears the relationship to the Village of an independent contractor.
- 22. <u>Duration</u>: This Agreement and the related Contract Documents shall be in effect from the date of the Contract until the completion of the Services, but the obligations of the Consultant under Paragraphs 12 and 13 shall continue after such termination.
- 23. <u>Advertisement:</u> The Consultant is specifically denied the right to use in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.
- 24. <u>Amendments:</u> No agreement or understanding to modify this Agreement or the related Contract Documents shall be binding upon the Village unless in writing and signed by the Village's authorized agent. All specifications, drawings, and data submitted to the Consultant with this Agreement or the related Contract Documents are hereby incorporated and made part thereof.
- 25. <u>Termination; Remedies:</u> Notwithstanding any other provision hereof, the Village may terminate the Agreement in the event of a default by the Consultant or without cause at any time upon fifteen (15) days prior written notice to the Consultant. In the event that the Agreement is so terminated and the Consultant

is not in default or breach of this Agreement, the Consultant shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed which shall be determined on the basis of the rates set forth in the Consultant's Proposal.

- 26. <u>Supersede:</u> The terms, conditions and specifications set forth in this Agreement shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications on any other Contract Documents.
- 27. <u>Severability</u>: In the event any section, subsection, paragraph, sentence, clause, phrase or provision of this instrument or part thereof shall be deemed unlawful, invalid, unenforceable or ineffective by any court of competent jurisdiction, such decision shall not affect the validity, enforceability or effectiveness of the remaining portions of this instrument.
- 28. <u>Facsimile or Digital Signatures</u>: Facsimile or digital signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Contract, and this Contract shall be deemed delivered as if containing original signatures if such delivery is made by emailing a PDF of a scanned copy of the original, hand-signed document, and/or by use of a qualified, established electronic security procedure mutually agreed upon by the Parties.
- 29. <u>Counterparts</u>: This Agreement may be executed in one or more counterparts, which counterparts when affixed together, shall constitute one and the same original document.
- 30. <u>No Third Party Beneficiaries</u>: The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.
- 31. <u>Entire Agreement</u>: The Contract Documents (including all Exhibits attached thereto which by reference are made a part of the Agreement) and all other written agreements signed by all of the parties hereto which by their express terms are a part of the Contract Documents, are the final expression of, and contain the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto.

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

CONSULTANT: Christopher Burke Engineering	VILLAGE OF ORLAND PARK				
Ву:	By:				
Name:	Name:	, Title:			
Its and Authorized Agent					
•	ATTEST:				
	EXHIBIT A				
	[ATTACH]				
Scope of Work as set forth in C	Consultant's Propo	osal dated August 31, 2021			
and/or in Village Proposal Number _		•			
_					
	EXHIBIT B				

[ATTACH IF REQUIRED] Schedule of Fees



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 W Higgins Road, Suite 600 Rosemont, Illinois 60018-4920 Tel (847) 823-0500 Fax (847) 823-0520

August 31, 2021

Village of Orland Park Public Works Department 15655 Ravinia Avenue Orland Park, IL 60462

Attention: Mr. Ken Dado – Utilities Operations Manager

Subject: Proposal for Professional Engineering Services for the

La Reina Re'al Stormwater Improvements

Dear Mr. Dado:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to submit this proposal to provide professional engineering services for the design of stormwater improvements for the Cameno Re'al Subdivision, commonly known the La Reina Re'al. This proposal includes our Understanding of the Assignment, Scope of Services and Estimated Fee.

UNDERSTANDING OF ASSIGNMENT

Alternative development and preliminary design of the stormwater improvements for the La Reina Re'al study area began in 2014, but were put on hold due to the impending reconstruction of 151st Street. The construction of 151st Street is now underway and the Village desires to develop alternatives to address the stormwater issues in the La Reina Re'al area and complete the preliminary design for them. This proposal has been updated from the 2014 version to reflect the work completed and tasks remaining. The Cameno Re'al subdivision is located at the northeast corner of 151st Street and West Avenue in the Mill Creek Watershed. The primary area that reported flooding was a cluster of homes located along La Reina Re'al that has extremely flat topography and poorly defined, modified, blocked or missing overland flow routes.

SCOPE OF SERVICES

Based on our experience with similar projects, our anticipated scope of services is detailed below:

<u>Task 1 – Update Topographic Survey</u>: The survey will be used as a base map for design purposes and was completed in 2014. CBBEL proposes to update this survey with supplemental information and data as needed. The survey will include potential sites for additional stormwater conveyance pipes, swales and storage and other pertinent data related

to the top of foundations and overland flow paths needed to analyze the system and prepare proposed alternatives. Included are the following survey tasks:

- 1. Horizontal Control: Utilizing state plane coordinates (NAD '83, Illinois East Zone, 1997 Adjustment); CBBEL will establish recoverable primary control.
- Vertical Control: Establish site benchmarks for construction purposes, tied to the NAVD 88 Vertical Datum. A level circuit will be run throughout the project, establishing benchmarks and assigning a vertical datum on the horizontal control points.
- 3. Research at the Cook County Recorder's Office.
- 4. Field recon and survey to locate existing monumentation and Right-of-way evidence.
- 5. Analyze Record and Field Data necessary to compute approximate Right-of-Way throughout project limits.
- 6. All trees of 6 inch caliper or greater to be surveyed. Provide tree size, location and elevation on survey.
- 7. All above and below ground utilities including, but not limited to: water, sanitary sewer, storm sewer, telephone, electric, cable and gas, etc. Identify size, type, rim, and invert elevations.
- 8. Existing hardscape improvements located in the project limits including paving, curbs, light fixtures, walks, street signs, parking, fencing and gates, approximate R-O-W, and adjacent building façade & overhangs (if any).
- 9. Office calculations and plotting of field and record data.
- 10. Office contouring of field data and one foot contour intervals.
- 11. Drafting of existing conditions Plan at a scale of 1"=20'.

<u>Task 2 – Utility Coordination:</u> CBBEL will identify utilities that may have facilities within the project limits and send a Preliminary Utility Request to all known utility companies to obtain pertinent information. Based on the information received from the utility companies, CBBEL will include locations of all facilities on the plans, identify potential conflicts with the proposed project and design the proposed improvements to minimize utility conflicts.

<u>Task 3 – Update Hydrologic and Hydraulic Modeling</u>: Based on the date collected in Task 1, CBBEL will prepare a hydrologic and hydraulic model of the entire study area. This will include the detailed characteristics of the Cameno Re'al Subdivision watershed and 151st Street drainage area. Once the model has been prepared, CBBEL will calibrate the model for existing conditions based on historical data and/or surveyed water marks to accurately depicts the flooding conditions.

<u>Task 4 – Proposed Conditions Alternative Evaluation:</u> Once Task 3 has been completed, CBBEL will utilize the model to evaluate various alternatives to reduce the risk of future flooding for the study area. Alternatives may include additional storm sewers, modification or creation of overland flow routes, detention storage, a combination of all three, or other

alternatives as needed to provide the additional protection desired. Once the various alternatives have been prepared and evaluated, CBBEL will summarize each alternative and the resulting flood reduction associated with it in a technical memorandum to the Village. CBBEL will meet with Village staff to review the proposed alternatives and assist in selecting a preferred improvement to reduce the risk of future flooding at La Reina Re'al.

<u>Task 5 – Preliminary Stormwater Improvement Design Exhibit:</u> Based on the results of Task 4, CBBEL will prepare an overall Preliminary Stormwater Improvement Design Exhibit illustrating the proposed design alternative selected. This exhibit will serve as the basis of design for the future development of design plans and bidding documents (Phase II Engineering).

<u>Task 6 – Preliminary Cost Estimate:</u> Based on Task 5, CBBEL will prepare a Preliminary Engineer's Estimate of Probable Cost for the proposed project.

ESTIMATE OF FEE

The estimated costs for the tasks provided above are as follows:

Task	Description	Cost
1	Update Topographic Survey	\$12,750
2	Utility Coordination	\$ 5,100
3	Hydrologic and Hydraulic Modeling	\$ 8,500
4	Proposed Conditions Alternative Evaluation	\$ 9,350
5	Preliminary Stormwater Improvement Design Exhibit	\$ 5,950
6	Preliminary Cost Estimate	\$ 4,080
	Total	\$45,730

We will establish our contract in accordance with the Master Agreement and associated rates for the Village of Orland Park.

Please sign and return one copy of this agreement as an indication of acceptance and notice to proceed.

Sincerely,

Michael E. Kerr, PE

President

THIS PROPOSAL ACCEPTED FOR THE VILLAGE OF ORLAND PARK.

BY:			
TITLE:			
DATE:			

N:\PROPOSALS\ADMIN\2021\Orland Park La Reina Re'al Engineering 08302021.doc

DATE: September 20,

REQUEST FOR ACTION REPORT

File Number: **2021-0669**

Orig. Department: Public Works Department

File Name: Tree Plantings at Parks, Facilities, Ponds and Parkways - Fall 2021

BACKGROUND:

RFQ #21-007 "Tree Services 2021-2023" was issued by the Public Works Department on January 25, 2021, to establish a list of qualified contractors from which to solicit proposals for various Village tree-related projects, including tree installation, removal, trimming, stump removal, and emergency storm services. On March 1, 2021, six (6) tree contractors were approved by the Village Board, and master agreements were established with each.

On August 20, 2021, all six (6) pre-qualified contractors were issued a "Fall, 2021 Tree Planting List". This list detailed the quantity, species, size (caliper), and location within the Village (park, facility, pond, and parkway) where one-hundred and twenty-four (124) new trees are to be planted. The planting list was compiled by the Village Forester in collaboration with Village residents. The majority (90%) of these new plantings are replacements for parkway trees that were removed by the Village due to senescence (old age), disease, or vehicular damage. A summary of the tree planting quantities and locations is provided below:

Parkway - 112 Trees
Park - 12 Trees
Facility - 1 Tree
Pond (Shoreline) - 1 Tree

By the close of the proposal period on September 3, 2021, three (3) contractors had submitted proposals, while three (3) contractors notified the Village that they would not be bidding on the project. All three (3) proposals are attached for reference. A summary of the proposal prices is provided below:

Mid-America Tree and Landscape, Inc.: \$44,665.00

Beary Landscape, Inc. (on behalf of Homer Tree Care): \$66,000.00

Davey Tree Expert Company: \$100,750.00

It should be noted that Beary Landscape is not a pre-qualified tree contractor. However as Homer Tree Care does not install trees, Beary Landscape submitted on Homer Tree Care's behalf. Based on proposal pricing, staff recommends accepting the proposal from Mid-America Tree and Landscape, Inc. for \$44,665.00, plus a 10% (\$4,466.50 contingency, for a total project cost of \$49,131.50.

BUDGET IMPACT:

Funding for tree installations is available in Public Works account 010-1700-443500.

REQUESTED ACTION:

I move to approve the proposal for Fall, 2021 Tree Planting to Mid-America Tree and Landscape, Inc. for \$44,665.00, plus a 10% (\$4,466.50) contingency, for a total project cost of \$49,131.50;

And,

To authorize the Village Manager to execute all related contracts, subject to Village Attorney review;

And,

Authorize the Village Manager to approve change orders not to exceed the contingency amount.



Proposal
September 2, 2021

15001 W. 159th St. Lockport, IL 60441 Phone: 815-838-4100 Fax 815-838-3200

Submitted To

Mike Mazza Village of Orland Park 14700 Ravinia Ave Orland Park, IL 60462

Project

Proposal No 38170 Fall Parkway Tree Planting 14700 Ravinia Ave Orland Park, IL 60462

Scope of Services

Project Notes:

- Install (124) new trees. Dig hole and dispose excavated soil. Backfill new tree with soil, fertilize and install mulched tree ring.
- Tree prices include delivery, installation, fertilizing, composting with biochar, mulching and a 1 year guarantee from planting date.
- Utility Locate to be performed prior to planting

Fall Parkway Tree Planting

Description	Quantity	Unit	Price/Unit	Total
BALD CYPRESS	4.00	2"	460.00	1,840.00
BUCKEYE	8.00	2"	570.00	4,560.00
CATALPA	4.00	2"	450.00	1,800.00
CHINKAPIN OAK	6.00	2"	495.00	2,970.00
DOGWOOD	4.00	2"	450.00	1,800.00
EASTERN REDBUD	2.00	2"	470.00	940.00
ENGLISH OAK	2.00	2"	530.00	1,060.00
SYCAMORE	4.00	2"	470.00	1,880.00
GINKGO	13.00	2"	690.00	8,970.00
HACKBERRY	3.00	2"	495.00	1,485.00
HORNBEAM	17.00	2"	595.00	10,115.00
HYBRID ELM	17.00	2"	475.00	8,075.00
JAPANESE TREE LILAC	14.00	2"	550.00	7,700.00
KENTUCKY COFFEE TREE	2.00	2"	480.00	960.00
REDMOND LINDEN	2.00	2"	490.00	980.00
NORWAY SPRUCE	3.00	6'	485.00	1,455.00
PIN OAK	2.00	2"	550.00	1,100.00
SERVICEBERRY	2.00	2"	490.00	980.00
SHINGLE OAK	2.00	2"	500.00	1,000.00
STATE STREET MAPLE	1.00	2"	470.00	470.00
SWEETGUM	1.00	2"	525.00	525.00
TULIP TREE	9.00	2"	500.00	4,500.00
Unnamed Tree #55	1.00	2"	475.00	475.00
MULTISTEM CRAB	1.00	6'	360.00	360.00

Project Total

66,000.00

66,000.00

Terms and Conditions

Subtotal Fall Parkway Tree Planting

Fall Parkway Tree Planting

Payment Terms - Work to be billed upon completion. Net 30 days. In the event any legal action is taken to collect the amount due, buyer agrees to pay all costs and expenses. Any change by the buyer involving extra costs will become an extra charge.

Guarantee - Proper watering of plants, seed and sod is the responsibility to owner. Beary warrants replacement of plant material for one year. *This warranty does not apply to annuals, roses, perennials, grasses, ground cover, sod, seed, transplants, or any material not properly maintained.* This guarantee does not apply to damage to material caused by animals, insects, fungus, vandalism, snow plowing, or salting, or acts of God such as lightning, wind, or drought.

Sub Grade Hidden Obstacles - Seller hereby disclaims all liability for damages suffered to any underground buried objects such as septic tanks, sewers, cables, pipes, wires, underground sprinkler systems, and other objects hidden underground, unless buyer shall first put seller on notice in writing that such items exist and the exact location thereof.

Acceptance of Proposal - This estimate is hereby accepted and Beary Landscape is authorized to do the work as specified.

By:		Accepted:		
	Beary Landscape Management, Inc.	Date		Date



The Davey Tree Expert Company 9650 194th St Mokena, IL 60448-9301

Phone: (708) 460-5559 Fax: (708) 995-0257



\$0.00



\$0.00

Client		9/1/2021		
VILLAGE OF ORLAND PARK		•	20001799-163	30533150
14700 S RAVINIA AVE		Account #: 1		
ORLAND PARK, IL 60462-3134		Ship To #: 16		
		Home: (708)		
		Work: (708)		
		Fax: (708) 40	zza@orlandpa	vels or a
		EIIIaii. IIiiiiaz	zza@orianupa	irk.org
Landscape	Service Period	Price	Tax	Total

All trees/shrubs are planted according to ANSI A300 industry standards. The soil will be amended with organic compost and biochar to help promote beneficial microbial life to aide in nutrient cycling, plant growth, natural decomposition of organic matter to increase soil fertility, and improve water retention. At least the top half of the burlap and wire basket will be removed to prevent root entanglement. Trees will be fertilized with a complete slow release fertilizer with amino acids to last for 1 year and mulched to cover the root ball. Includes a 1yr. guarantee of survival from planting date.

Fall

- 1. \$940.00
- 2. \$1,775.00

Landscape Planting

- 3. \$940.00
- 4. \$870.00
- 5. \$940.00
- 6. \$940.00
- 7. \$790.00
- 8. \$790.00
- 9. \$2,560.00
- 10. \$850.00
- 11. \$790.00
- 12. \$1,750.00 13. \$965.00
- 14. \$965.00
- 15. \$940.00
- 16. \$850.00
- 17. \$940.00
- 18. \$900.00
- 19. \$940.00
- 20. \$2,375.00
- 21. \$1,450.00
- 22. \$1,375.00
- 23. \$940.00
- 24. \$965.00
- 25. \$2,960.00
- 26. \$900.00
- 27. \$940.00
- 28. \$1,600.00
- 29. \$910.00
- 30. \$1,690.00
- 31. \$1,775.00
- 32. \$900.00
- 33. \$3,840.00
- 34. \$1,680.00
- 35. \$2,540.00
- 36. \$3,840.00
- 37. \$775.00
- 38. \$940.00

Printed: 9/1/2021 Page 1 of 3



The Davey Tree Expert Company 9650 194th St Mokena, IL 60448-9301

Phone: (708) 460-5559 Fax: (708) 995-0257





VILLAGE OF ORLAND PARK	Proposal #: 20001799-1630533150
14700 S RAVINIA AVE ORLAND PARK, IL 60462-3134	Account #: 1661531 Ship To #: 1661531 Home: (708) 403-6139 Work: (708) 403-6139 Fax: (708) 403-6289 Email: mmazza@orlandpark.org

- 39. \$890.00
- 40. \$940.00
- 41. \$5,180.00
- 42. \$860.00
- 43. \$1,540.00
- 44. \$825.00
- 45. \$965.00
- 46. \$940.00
- 47. \$940.00
- 48. \$3,900.00
- 49. \$1,500.00
- 50. \$825.00
- 51. \$860.00
- 52. \$1,300.00
- 53. \$4,680.00
- 54. \$2,360.00
- 55. no tree listed on bid sheet.
- 56. \$900.00
- 57. \$900.00
- 58. \$900.00
- 59. \$900.00
- 60. \$900.00
- 61. \$900.00
- 62. \$860.00
- 63. \$3,500.00
- 64. \$2,250.00
- 65. \$860.00
- 66. \$965.00
- 67. \$1,680.00
- 68. \$1,500.00
- 69. \$2,400.00
- Yes, please schedule the services marked above.

TOTAL: \$100,750.00

Printed: 9/1/2021 Page 2 of 3



Client

The Davey Tree Expert Company 9650 194th St Mokena, IL 60448-9301



9/1/2021



VILLAGE OF ORLAND PARK 14700 S RAVINIA AVE ORLAND PARK, IL 60462-3134	Proposal #: 20001799-1630533150 Account #: 1661531 Ship To #: 1661531 Home: (708) 403-6139 Work: (708) 403-6139 Fax: (708) 403-6289 Email: mmazza@orlandpark.org		
No Deposit may be required upon acceptance	Deposit payment options we acce	pt are check or credit card	
\$ Deposit Required / \$ Deposit Received	To pay by check mail to	To pay by credit card call	
Upon completion of work, please charge balance to credit cardYesNo	The Davey Tree Expert Company 9650 194th St Mokena, IL 60448-9301	(708) 460-5559	
ACCEPTANCE OF PROPOSAL:The above prices and conditions are hereby accepted agree to the terms and conditions appended to this form. All deletions have been no binding contract. This proposal may be withdrawn if not accepted within 30 days.			
Marcus Parker			
Marcus Parker	Authorizing Signature	Date	

Printed: 9/1/2021 Page 3 of 3

Client Guarantee

We use quality products that are administered by trained personnel. We guarantee to deliver what we have contracted to deliver. If we do not, we will work with you until you are satisfied, or you will not be charged for the disputed item. Our Client Care Guarantee demonstrates our commitment to creating lifelong client relationships.

Tree Care

PRUNING: Performed by trained arborists using industry and Tree Care Industry Association (TCIA) approved methods.

TREE REMOVAL: Removal to within 6" of ground level and cleanup of debris.

STUMP REMOVAL: Mechanical grinding of the visible tree stump to at or just below ground level. Stump area will be backfilled with stump chips and a mound of remaining chips will be left on site unless otherwise stated in the contract. Chip removal, grading and soil backfill are available.

CLEAN-UP: Logs, brush, and leaves, and twigs large enough to rake are removed. Sawdust and other small debris will not be removed.

CABLING/BRACING: Cabling and bracing of trees is intended to reduce damage potential. It does not permanently remedy structural weaknesses, is not a guarantee against failure and requires periodic inspection.

Tree and Shrub Fertilization/SoilCare

Your arborist will assess your property's overall soil conditions either through physical assessment or through soil testing and will recommend a soil management program to help the soil become a better medium to enable healthy plants to thrive or unhealthy plants to regain their vitality. SoilCare programs will include fertilizers, organic humates, fish emulsions and other organic soil conditioners.

Our advanced formula, Arbor Green PRO, works with nature to fertilize without burning delicate roots, building stronger root systems and healthier foliage. It contains no chlorides or nitrates. It is hydraulically injected into the root zone and the nutrients are gradually released over time. Research and experience shows the dramatic benefits Arbor Green PRO provides: greater resistance to insects and diseases, greater tolerance to drought stress, increased vitality, and healthier foliage.

Tree and Shrub Plant Health Care

PRESCRIPTION PEST MANAGEMENT: Customized treatments to manage disease and insect problems specific to plant variety and area conditions. Due to the short term residual of available pesticides, repeat applications may be required.

INSECT MANAGEMENT: Inspection and treatment visits are scheduled at the proper time to achieve management of destructive pests. Pesticides are applied to label specifications.

DISEASE MANAGEMENT: Specific treatments designed to manage particular disease problems. Whether preventative or curative, the material used, the plant variety being treated, and the environmental conditions all dictate what treatment is needed.

EPA approved materials will be applied in accordance with State and Federal regulations.

Lawn Care

FERTILIZER AND MECHANICAL SERVICES: Balanced fertilizer treatments applied throughout the growing season help provide greener turf color and denser root development. To help bring about a better response to these applications, we also provide aerification, lime, overseeding, and lawn renovation.

WEED CONTROL AND PEST MANAGEMENT: Broadleaf weed control is applied either as a broadcast or a spot treatment. Granular weed management may be broadcast. We also offer pre-emergent crabgrass management in the spring and, if needed, a postemergent application later in the year. Our surface insect management is timed to reduce chinch bugs, sod webworms, and billbugs. We also offer a grub management application. Disease management materials and treatments are matched to particular disease problems. This usually requires repeat applications.

Other Terms and Contract Conditions

INSURANCE: Our employees are covered by Worker's Compensation. The company is insured for personal injury and property damage liability. Proof of insurance can be verified by requesting a copy of our Certificate of Insurance.

WORKING WITH LIVING THINGS: As trees and other plant life are living, changing organisms affected by factors beyond our control, no guarantee on tree, plant or general landscape safety, health or condition is expressed or implied and is disclaimed in this contract unless that guarantee is specifically stated in writing by the company. Arborists cannot detect or anticipate every condition or event that could possibly lead to the structural failure of a tree or guarantee that a tree will be healthy or safe under all circumstances. Trees can be managed but not controlled. When elevated risk conditions in trees are observed and identified by our representatives and a contract has been signed to proceed with the remedial work we have recommended, we will make a reasonable effort to proceed with the job promptly. However, we will not assume liability for any accident, damage or injury that may occur on the ground or to any other object or structure prior to us beginning the work. Site inspections do not include internal or structural considerations unless so noted. Unless otherwise specified, tree assessment will not include investigations to determine a tree's structural integrity or stability. We may recommend a Risk Assessment be conducted for an additional charge. TREE CARE STANDARDS: All work is to be performed in accordance with current American National Standards Institute (ANSI) Standard Practices for Tree Care Operations.

OWNERSHIP OF TREES/PROPERTY: Acceptance constitutes a representation and warranty that the trees and property referenced in this quote are either owned by the signee or that written permission has been received to work on trees which are not on the signee's property.

TIME & MATERIAL (T&M): Jobs performed on a T&M basis will be billed for the time on the job (not including lunch break), travel to and from the job, and materials used.

BILLING & SALES TAX: All amounts deposited with us will either be credited to your account or applied against any amounts currently due. Our invoices are due net 30 days from invoice date. Services may be delayed or cancelled due to outstanding account balances. Sales tax will be added as per local jurisdiction. Clients claiming any tax exempt status must submit a copy of their official exempt status form including their exemption number in order to waive the sales or capital improvement tax.

PAYMENT: We accept checks and credit cards. Credit card payments may be made online at our web site. Paying by check authorizes us to send the information from your check to your bank for payment.

UNDERGROUND PROPERTY: We are not responsible for any underground property unless we have been informed by you or the appropriate underground location agency.

SCHEDULING: Job scheduling is dependent upon weather conditions and work loads.

MID AMERICA TREE & LANDSCAPE, INC.

P.O. Box 347 Mokena, IL 60448 708/479-7510 fax/479-9493

PROPOSAL

TO: Village of Orland Park September 2, 2021

14700 Ravinia Ave. Orland Park, IL 60462

JOB: Tree Planting List #2

We hereby propose to furnish materials and labor necessary for the completion of the following:

8525 145 th Place-East Pkwy – 1 Buckeye *only 1 ¾" availability	\$265.00
8557 145 th Place – 2 Tulip Tree	\$365.00 \$680.00
13821 85 th Ave-1 Chinkapin Oak	\$365.00
13605 88 th Ave. –1 Sycamore	\$360.00
10907 Anthony Dr – 1 Shingle Oak	\$365.00
•	\$365.00
18149 Autumn Ridge Dr – 1 Buckeye *only 1 ¾" availability	
10910 Bear Island Ave – 1 Hackberry 9321 Birch Street – 1 Frontier Elm	\$360.00 \$365.00
7	\$1,095.00
8206 Bromley St – 1 Chinkapin Oak, 1 Hackberry, 1 Hybrid Elm	
14049 Bunratty Ct – Ivory Silk Lilac	\$375.00 \$365.00
17509 Capistrano Ln South Pkwy-1 Hybrid Elm	
16801 Chaucer Dr-1 Redmond Linden *Sub for Hornbeam, 1 Ivory Silk Lilac	\$740.00 \$370.00
14036 Concord Dr – 1 Catalpa	
9917 Constitution Dr – 1 Catalpa	\$370.00 \$365.00
17535 Coronado Dr-1 Buckeye *only available in 1 ¾"	
14510 Country Club Lane-1 Bald Cypress	\$365.00
13870 Creek Crossing Dr – 1 Buckeye *only 1 ¾" availability	\$365.00
18050 Davids Lane-1Skyline Locust *Sub for Hornbeam	\$350.00
17333 Deer Point Drive- 1 Ginko * only 1 /4" availability	\$400.00
15530 Dewberry Ln-Frances Side-1 Shingle Oak, 1 Hackberry, 1 Glen LevenLinden*sub for Hornb	
15551 Frances Ln-2 Ivory Silk Lilac	\$750.00
15717 Heatherglen Dr – 2 Hybrid Elm	\$730.00
16250 Hummingbird Hill Dr-1 Bald Cypress	\$365.00
16252 Hummingbird Hill Dr – 1 Catalpa	\$370.00
10892 Jillian Rd-1 Ivory Silk Lilac,! Ginko 1 ¾",1 Sweetgum,1Showtime Crab *sub for Dogwood	\$1,455.00 \$365.00
14452 Maycliff Dr – 1 Summerset Maple *sub for Hornbeam	
13821 Mayflower Ln – 1 Chinkapin Oak	\$365.00
14310 Oakwood Ct- 2 Skyline Locust *Sub for Hornbeam	\$700.00
15142 Orlan Brook Dr-1 English Oak	\$365.00
15417 Oxford Dr – 1 Ginko *1 ¾", 1 Skyline Locust *Sub for Hornbeam	\$750.00
7832 Palm Dr – 1 Buckeye *only 1 ¾" availability	\$365.00
14054 Persimmon Dr – 1 Glen Leven Linden *Sub for Hornbeam	\$350.00
14009 Preston Dr-2Glen Leven Linden *Sub for Hornbeam, 1 Chinkapin Oak, 2 Ginko *1 ¾"	\$1,865.00
15365 Raintree Dr-1 Ginko *1 ¾", 1 Glen Leven Linden *Sub for Hornbeam	\$750.00
17630 Sean Dr-1 Frontier Elm *Sub for State St Maple, 2 Ivory Silk Lilac,	\$1,115.00

15341 Sunset Ridge Dr-1 Kentucky Coffee Tree,1 Bald Cypress,1Hybrid Elm, 1 Catalpa,1Serviceberry	\$1,840.00
8437 Teebrook Dr-1 Hybrid Elm	\$365.00
13738 Timber Trails Rd – 1 Bald Cypress	\$365.00
13820 Timber Trails Rd – 1 Kentucky Coffee Tree	\$360.00
14025 Timothy Dr – 1 Tulip Tree	\$350.00
11130 Waters Edge Dr-2 Ginko,2 Skyline Locust *Sub for Hornbeam,3 Ivory Silk Lilac	\$2,625.00
9160 Wheeler Dr – 1 Frontier Elm	\$365.00
14125 William Dr-2 Showtime Crab *Sub for Serviceberry	\$560.00
14109 Yorktown Dr – 1 Chinkapin Oak	\$365.00
9125 Yorktown Dr – 1 Ivory Silk Lilac	\$375.00
Will Cook Rd Btw Dunree Ln & SW Hwy East Side – 1 Buckeye *1 3/4" availability	\$350.00
Pond SW corner 104 th & Eagle Ridge Dr- 1 Tulip Tree	\$370.00
PKWY N of Parkview Ests Pk-8753 Butterfield Ln-1Buckeye *1 3/4", 2 Hybrid Elm, 2 Locust*Sub	\$1,780.00
Millers Way & Deer Tr Intersection/Across from each other-2 Showtime Crab *Sub for Redbud	\$575.00
Treetop Dr & 153 rd St On Treetop S of 153 rd St- 1 Pin Oak	\$380.00
15600 West Ave-Pkg Lot SW side of Centennial Pool- 1 Hybrid Elm	\$365.00
108 th Ave & Bear Island Ave- On Bear Island –2 Showtime Crab *Sub for Dogwood	\$560.00
108 th Ave & Anthony Dr-on Anthony Dr-3 Ginko * 1 ¾",3 Tulip	\$2,250.00
BTW 15637 Equestrian Dr & Wolf Rd-2 Glen Leven Linden *Sub for Hornbeam,1 Hybrid Elm	\$1,070.00
11237 Exeter Dr- 1 Hybrid Elm	\$365.00
11733 Bolton Ln – 1 Oak	\$365.00
17814 Bos Dr – 1 Linden	\$350.00
13945 Long Run Dr – 1 Sycamore	\$355.00
10424 Louetta Ln – 1 Skyline Locust *Sub for London Plane	\$350.00
14401 Oakley Ave. – 1 Sycamore	\$355.00
11012 Paddock Ct – 1 Linden	\$350.00
10902 Somer Ln – 1 Tulip Tree	\$350.00
Wedgewood Ests Park-8200 Eynsford Dr-1 English Oak, 2 Norway Spruce,1 Showtim	e Crab,
1 Hybrid Elm	\$1,840.00
Brentwood Park-8901 Pine St – 1 Norway Spruce, 1 Hybrid Elm,1Chinkapin Oak	\$1,150.00
Cachey Park Circle-8401 Wheeler Dr-Center Playground Circle-1 Sycamore	\$370.00
Cameno Real Park-1232 El Cameno Ter-Center Playground Circle-1 Ivory Silk Lilac	\$380.00
Marley Creek Park-18100 Marley Crk Blvd Near Playground-2 Ginko *1 ¾"	\$850.00
15637 Equestrian Dr-2 Hybrid Elm	\$730.00
8940 Kathy Ct-2 Ivory Silk Lilac, 1 Hybrid Elm	\$1,115.00

Tree Sizes are 2" caliper, unless noted otherwise. Substitutions listed as necessary because of availability. With this proposal submission Mid America agrees to only cut sisal rope on tree trunk but not remove burlap or wire basket. These are needed to hold the rootball of the tree together during high winds or adverse weather conditions while tree is rooting and becoming established as a new planting to increase survivability. It is our opinion that sisal rope should be left on as well, as it is a biodegradable product.

We propose hereby to furnish material and labor to complete work in accordance with above specifications for the sum of: Forty Four Thousand Six Hundred Sixty Five Dollars & 00/100 \$44,665.00

Payment is due in full upon completion of work. This proposal may be withdrawn by us if not accepted within 15 days

Authorized Signature: Barb Limanowski, Sec.

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date:	Signature:

DATE: September 20,

REQUEST FOR ACTION REPORT

File Number: 2021-0682

Orig. Department: Development Services Department

File Name: Safebuilt Contract Amendment One, Office Support Supervisor

BACKGROUND:

The Village previously entered into a contract with Safebuilt Illinois, LLC on May 14, 2021 for professional plan review services on an as needed basis. Since that time, the Office Support Supervisor for the Development Services Department resigned. At the Village's request, Safebuilt submitted a proposal to provide a 40-hour per week on-site employee to undertake the responsibilities of the Development Services Office Support Supervisor

The proposal includes a full time permit technician who will perform service forty (40) hours per week (excluding Village holidays) at a rate of \$60.00 per hour as well as the option of a Senior permit technician on an as-requested basis for a cost of \$65.00 per hour.

The total cost for outsourcing for the remainder of the year will be \$36,000. Outsourcing allows the position to be filled faster and Safebuilt will be able to provide a staff member that already has senior level experience as a permit technician. The full breakdown is provided in the attached FY 2021 Amendment #5.

BUDGET IMPACT:

The requested funds were approved at the September 7, 2021 Village Board meeting as a part of budget amendment number 5. The detailed spreadsheet reflecting the budget adjustment is attached for reference.

REQUESTED ACTION:

I move to approve a contract amendment one, entitled, "Amendment One Agreement Between Village of Orland Park, Illinois and Safebuilt Illinois, LLC.";

And.

Authorize the Village Manager to execute all related contracts, subject to Village Attorney review.

F١	7 2021	- Amendme	nt #5

FY 2021 - Amendment #5 Account Number	Project / Account Name	Revenue	Expenditure	Description
Development Services - Out	source Office Support Supervisor			
010-2001-442500	Outsourcing		36,000	Safebuilt - provide a 40-hour per week on-site employee to undertake the responsibilites of the Development Services
010-2001-410100	Full Time		(26,455)	Office Support Supervisor
010-2001-410100	Social Security		(3,816)	
010-2001-420100	IMRF		(1,640)	
010-2001-420500	Medicare		(384)	
010 2001 420300	Medicare		3,705	· ·
Safebuilt Plan Reviews 010-2002-432800	Consulting Services		142,000	
Development Services - Zon	ing Coordinator			
010-2001-410100	Full Time		21,667	Zoning Administrator Position
010-2001-420100	Social Security		1,343	
010-2001-420200	IMRF		3,055	
010-2001-420300	Group Insurance		9,918	
010-2001-420500	Medicare		314	
010-2001-410100	Full Time		(26,097)	Building and Information Coordinator Position
010-2001-420100	Social Security		(1,618)	
010-2001-420200	IMRF		(3,680)	
010-2001-420300	Group Insurance		(9,918)	
010-2001-420500	Medicare		(378)	
Finance - Accounts Payable	Coordinator		(5,394)	
010-1400-442500	Outsourcing		40,800	Outsources Accounts Payable Position due to employee retirement.
010-1400-410100	Salary		(28,704)	Accounts Payable Coordinator Position
010-1400-420200	IMRF (est. 12%)		(3,444)	
010-1400-420100	Social Security		(180)	
010-1400-420500	Medicare		(416)	
010-1400-410100	IOUE Equalizer		(900)	
010-1400-410300	Longevity		(300)	
010-0000-210107	FSA		(433)	
010-1400-420300	IUOE Annual Cost		(4,863)	
Public Works - Fleet Manage	er		1,560	
010-5001-410100	Salary (FT)		31,957	Reestablishe Fleet Manager Position
010-5001-420200	IMRF (est. 14.425%)		4,610	
010-5001-420100	Social Security		1,981	
010-5001-420500	Medicare		463	
010-5001-410130	Salary (PT)		(11,561)	Part-Time Public Works Management Analyst
010-5001-420100	Social Security		(717)	- · ·
010-5001-420500	Medicare		(168)	
			26,565	
054-0000-470410	artment Digital Camera Upgrade Computer Hardware		35,000	
GO Bonds Refunding and E				
423-0000-480330	GO Bonds Principal		(810,000)	Remove refunded 2012A Bonds activity
423-0000-480300	GO Bonds Interest		(84,300)	
423-0000-335500	Debt Service Property Tax	(894,300)		
031-0000-335500	Debt Service Property Tax	211,565		2021A Bond Payments and Property Tax Revenue
450-0000-335500	Debt Service Property Tax	591,247		, , ,
031-0000-480300	GO Bonds Interest		211,565	
450-0000-480300	GO Bonds Interest		591,247	
450-0000-335500	Debt Service Property Tax	76,378		2021B Bond Payments and Property Tax Revenue
450-0000-480300	GO Bonds Interest		76,378	
424-0000-480330	GO Bonds Principle Debt Totals	(15,110)	8,025,000 8,009,890	Early Redemption of the the 2012B Bonds
Total Budget Amendments				•
. c.ai boagoi Amenamama	010 General Fund	-	168,437	
	031 Water & Sewer Fund	211,565	211,565	
	054 Capital Projects Fund	-	35,000	
	423 Bonds & Interest 2012A GO Bonds	(894,300)	(894,300)	
	450 Debt Service Fund	667,625	667,625	
	424 Bonds & Interest 2012B&C GO Bonds	*******	8,025,000	
	Totals	(15,110)	8,213,327	

AMENDMENT ONE AGREEMENT BETWEEN VILLAGE OF ORLAND PARK, ILLINOIS AND SAFEbuilt ILLINOIS, LLC

This Amendment is entered into to amend the Agreement previously entered into on May 14, 2021, by and between Village of Orland Park, Illinois, (Village) and SAFEbuilt Illinois, LLC, a wholly owned subsidiary of SAFEbuilt, LLC, (Consultant). Village and Consultant shall be jointly referred to as the "Parties".

Amendment Effective Date: This Amendment shall be effective on the latest date fully executed by both Parties.

RECITALS AND REPRESENTATIONS

Parties entered into an Agreement (Agreement), by which both Parties established the terms and conditions for service delivery on May 14, 2021; and

Parties hereto now desire to amend the Agreement as set forth herein; and

NOW, THEREFORE

Agreement is hereby amended as set forth below:

- 1. Agreement, is hereby amended by adding the following service and associated fee.
 - ✓ Consultant will provide qualified professionals to perform Permit Technician Service for the Village
 - ✓ Full Time Permit Technician will perform service forty (40) hours per week (excluding Village holidays)
 - Full Time Permit Technician Fee: \$60.00 per hour forty (40) hour weekly minimum
 - ✓ Senior Permit Technician will perform services on an as-requested basis
 - Senior Permit Technician Fee: \$65.00 per hour one (1) hour minimum

All other provisions of the original Agreement shall remain in effect, to the extent not modified by Amendment.

IN WITNESS HEREOF, the undersigned have caused this Amendment to be executed in their respective names on the dates hereinafter enumerated.

A A	August 31, 2021
Avner Alkhas, Chief Financial Officer	Date
SAFEbuilt Illinois, LLC	
Signature	Date
Village of Orland Park, Illinois	
Name & Title	
Village of Orland Park Illinois	

AGREEMENT AMENDMENT Page 1 of 1

DATE: September 20,

REQUEST FOR ACTION REPORT

File Number: 2021-0666

Orig. Department: Recreation and Parks Department

File Name: Ray Graham Association Consulting Agreement

BACKGROUND:

The Special Recreation Division of the Village's Recreation and Parks Department provides year-round recreation programming, special events and Special Olympic opportunities for people with disabilities. In 2019, prior to the pandemic, there were 2,892 program registrations serving 315 participants that ranged in age from 7 to 67.

Special Recreation provides a robust menu of professionally produced offerings. After the recent resignation of a key member of the Division, staff explored the assistance of an outside agency to evaluate current practices, program quality, effectiveness and efficiency.

Special Recreation Associations (SRA's) in Illinois include the South Suburban Special Recreation Association, which serves Country Club Hills, Hazel Crest, Homewood-Floosmoor, Lan-Oak, Matteson, Oak Forest, Olympia Fields, Park Forest, Richton Park and Tinley Park, Park districts, and the Lincolnway Special Recreation Association, which serves Frankfort, Frankfort Square, Manhattan, Mokena, New Lenox, Peotone and Wilmington Island Park districts.

In the western suburbs, the Gateway Special Recreation Association was formed through an intergovernmental agreement between the park districts of Burr Ridge, Elmhurst, Oak Brook, Pleasant Dale, Westchester and York Center, the City of Countryside, and the Villages of Hinsdale and Willowbrook. Gateway contracts the services of the Ray Graham Association (RGA) to provide recreation programs. In addition to recreation programs, the Ray Graham Association offers early intervention, children's group home, respite programs, community learning centers, home and community based support, and employment services.

In an effort to examine its services, staff seeks to contract with the Ray Graham Association to provide leadership consultation and program support in a team approach which would include an onsite presence of a senior RGA manager.

Specifically, the Ray Graham Association will:

Evaluate:

- *Current practices including activities, scheduling and transportation;
- *The quality of service delivery for people with disabilities and their families;
- *Staffing and daily operational efficiencies;
- *Staff competency when working with people with disabilities;
- *The need for restructuring the staffing plan and leadership structure of the Special Recreation Division; and
- *Policies and procedures, including recommendations for service enhancements.

Provide:

- *Training to enhance knowledge and align services with special recreation and disability related industry best practices, including leadership development if warranted;
- *Recommendations for direct service enhancements, improvements in effectiveness and efficiency measures, and establishing measures when necessary; and

*A menu of services, up to, and including outsourcing special recreation services to Ray Graham Association including a report outlining all recommendations and proposed strategic steps.

Attached, please find a proposal from the Ray Graham Association for a 6-month consultation period at \$5,000 per month. Consultation will consist of 15 - 20 hours per month, and will include on-site observations, interaction with Village staff, participants and participant's families, along with virtual consultations. After the 6-month consultation period, the Village would evaluate a full management agreement for the Ray Graham Association to oversee all aspects of programs and services for person with disabilities on the Village's behalf.

BUDGET IMPACT:

Funds available from an open full-time position will be used to fund account 283-4008-432800 for this expense.

REQUESTED ACTION:

I move to approve the contract with the Ray Graham Association to provide leadership consultation and program support to the Recreation and Parks Department for a 6-month period at \$5,000 per month for a total cost of \$30,000;

And,

Authorize the Village Manager to execute all related contracts, subject to Village Attorney review.



RAY GRAHAM ASSOCIATION PROPOSAL FOR SERVICES For Village of Orland Park Recreation Department

Amended: August 26, 2021

Ray Graham Association has been a leader in providing quality supports and services to children and adults with intellectual and other types of disabilities since its inception in 1951. Founded by families as part of a grassroots movement, today the organization proudly services more than 2,000 people every year. Our core service areas include Recreation, Employment, Family Support, Residential, and a variety of Life Skills Development services. Since 1986, Ray Graham Association (RGA) has been operating all facets of Special Recreation for Gateway Special Recreation Association. For nearly 25 years, RGA has been consistently achieving the highest level of accreditation, based on our model of quality and responsive services, from The Council on Quality and Leadership. We are recognized for our person-centered approach and routinely provide consultation to other organizations. Further, RGA is a non-profit 501(c)(3) organization that holds several licenses and certification from the State of Illinois to provide a full array of Medicaid and grant fund services.

OVERVIEW

The Village of Orland Park's Recreation Department (VOP) lost a key member of their team who provided expertise in creating and executing a recreation program that best supports people with disabilities. VOP then approached RGA with the request to provide a proposal to manage and carryout operations ("outsourcing") for the Special Recreation program, utilizing RGA's decades of expertise in supporting people with disabilities. Recreation Department leadership and RGA leadership have been engaged in discussions for several months on how best to partner with one another. Very recently, the VOP promoted from within to fill the key leadership vacancy in the Special Recreation program, which changed the original scenario and prompted an amended agreement.

RGA is pleased to submit a revised proposal that outlines a phased-in approach that will initially provide a consulting agreement that will evaluate the current Special Recreation program and practices; offer consultation and guidance on quality, effectiveness and efficiency opportunities; develop a thorough plan for next steps for operational enhancements and effective management; and create a mutually agreed upon implementation plan for a successful transition should all parties continue to be in agreement. This revised plan offers a more flexible compliment of RGA leadership staff that will work in partnership at various points of your service delivery system, which will result in a more streamlined consultation and analysis.



RGA believes that a phased in approach will result in the best outcome. As a well-established organization with more than seventy years of providing services, including recreation to people with disabilities and their families, we fully appreciate that success begins and ends with actual hands on delivery of services supported by an effective and efficient leadership and operational structure. Simply stated, in order to effectively provide a full management proposal, we must first learn about all aspects of service delivery and gain a more in depth understanding of the operational nature of the existing staff positions, including the supervisory structures that are in place.

The phased-in approach is mutually beneficial. It allows RGA to interface with a variety of Recreation staff in a consultant role with the emphasis on aligning with best practices for Special Recreation and disabilities related matters. Our ability to learn at the point of service delivery gives RGA the opportunity to better understand current practices, staff roles, and dynamics and culture of the department. At the onset of our engagement, it was communicated that high-quality services in partnership with an organization that specializes in the population served was the goal. We believe that we can offer some strategic recommendations to address efficiencies around staffing and operations, but need additional information. Further, we must do our due diligence before proposing a full plan and cost structure to assume responsibility for the staff and operations. Therefore, we are proposing phase one as a consultation agreement. Assuming all parties are aligned and in agreement, phase two would be the implementation of a full management agreement. The following proposal outlines phase one.

The Objective

- Need #1: Improve service delivery quality by offering expertise in working with people with disabilities and their families.
- Need #2: Increase efficiencies with the staffing utilization and daily operations.
- Need #3: Increase staff competency in best practices when working with people with disabilities.

The Opportunity

- Goal #1: Align practices with industry best practice for quality.
- Goal #2: Increase effectiveness and efficiency measures. Establish measures if not currently present.
- Goal #3: Determine the need for restructuring the staff plan and leadership structure based on needs of the department.
- Goal #4: Create an informed menu of services that may be provided by RGA, up to fully "outsourcing" the department.



The Solution

- Recommendation #1: RGA will provide leadership consultation to the Village of Orland Park's Recreation and Parks Department, Special Recreation Division
 - o RGA will provide leadership level staff for 15-20 hours on site or virtually per month to work directly with the department leadership or designees to gain a full understanding of current programs/services and to guide on best practices. RGA will assemble a team, based on the needs identified by VOP. This team will include RGA Special Recreation Leadership, Quality Enhancement Manager, Organizational Development Manager (training), and other key team members, including the Chief Services and Chief Executive Officers.
 - Consultation from and access to our Superintendent of Special Recreation and consultation from RGA's President/CEO, Chief Financial Officer, and Chief Services Officer is available, as needed or requested. Direct oversight will be provided by the President/CEO.
 - RGA will develop and carryout training on mutually agreed upon topics to enhance knowledge and expertise around disability related issues, as well as leadership development if warranted.
 - RGA will review policies and procedures and offer recommendations for enhancements. RGA's Quality Enhancement Manager will lead and advise these efforts.
- Recommendation #2: RGA recommends a full evaluation of your Special Recreation services delivery to identify opportunities for enhancements for quality and efficiencies.
 - At minimum, RGA will solicit information and feedback from various stakeholders, including, but not limited to, service participants and families, department staff and leadership, and village leadership. Information will be solicited through focus groups, personal interviews, and other surveying methods.
 - RGA will offer recommendations for direct service enhancements.
 - RGA will fully evaluate the current staff plan and make recommendations, as necessary, to ensure the ability to effectively and efficiently provide quality services.
 - RGA will evaluate all aspects of the daily operations and make recommendations, as necessary.
- Recommendation #3: Consider the need for "outsourcing" Special Recreation services at the conclusion of a period of consultation.
 - RGA will provide a menu of services, up to a complete outsourcing scenario, based on the accumulation of information gained through a period of consultation.



 RGA will provide a report outlining all recommendations and proposed strategic steps forward.

OUR PROPOSAL

RGA has a well-deserved positive reputation. Our business model is based on a person-centered approach and aligned with industry best practice. Our business model is also sound financially and operationally. It is important to us that we enter any sort of agreement with robust information and data, to ensure that we can provide a high-quality deliverable to all stakeholders.

The process that we outlined will result in the desired outcomes of quality services and efficient services. RGA can be of great benefit to the Village of Orland Park's Recreation Department. A period of formal consultation for mutual learning we believe sets the stage for a positive and productive path forward for both parties. We understand that you are experts at running a Village and Recreation Department and our expertise falls into the arena of delivery services to people with disabilities and families.

A formal agreement with RGA would also result in our ability to begin providing working with families to overall impact their knowledge of the greater service delivery system for residential, employment, family support, and other needed services. Our staff that conduct outreach would offer in-person or virtual learning sessions on important topics for families.

Project Deliverables

Following is a complete list of all project deliverables:

Deliverable Description								
Deliverable #1	Leadership consultation and program support will be provided via a team approach. A mutually agreed upon plan will include onsite presence of a senior RGA manager or other appropriate qualified, policy/procedure review, and a training plan.							
Deliverable #2	Evaluation of current practices within the Special Recreation department, including staffing, activities and scheduling, transportation, and other operations.							
Deliverable #3	A complete plan of recommendations and a menu of opportunities to further partner, up to and including a complete outsourcing scenario.							



Timeline for Execution

A period of 6-months for the consultation period. If goals are accomplished prior to the 6-month period, both parties will discuss and determine any additional follow up.

EXPECTED RESULTS

Service Quality Benefits

- Result #1: Alignment with special recreation and disability related best practices.
- Result #2: A workforce trained by disability industry professionals.
- Result #3: A strategic partnership with subject matter experts to advise on various issues.

Financial Benefits

- Result #1: An affordable approach for leadership support and consultation, while partnering to find the best solution for Special Recreation services.
- Result #2: A third-party evaluation of current staffing plan and operations to seek efficiencies.
- Result #3: A full menu of contractual services with RGA will be presented following a period of consultation.

Other Benefits

- Result #1: Families will have immediate access to RGA resources and expertise.
- Results #2: A formal partnership with RGA is added value to the reputation of the Special Recreation services due to our longtime presence in the industry and positive reputation.

PRICING

A monthly fee of \$5,000 fully inclusive of any travel and materials.

CONCLUSION

A period of formal consultation and mutual learning best positions both parties, in our opinion. We are eager and believe that we can add value and benefits immediately upon formal engagement. We do believe that we can successfully accomplish our mutual goals within a 6-month period. We have adjusted our onsite site staff presence to be flexible and a blend of senior



leadership and other staff with expertise in training, program operations, etc. RGA will be a dual role of support and evaluation. Unfortunately, we are not able to commit to a 20 hour/week staff working directly with programs currently. However, we believe our adjustment to the process and plan allows for better customization and ability to work swiftly to support your desired outcomes.

We have appreciated the time we have been given with Ray, Jeanne, Denise, and others. They have been informative and conversations have been productive. We look forward to further conversations about how we can take this first formal step forward.

Kim Zoeller
President and CEO

DATE: September 20,

REQUEST FOR ACTION REPORT

File Number: **2021-0677**

Orig. Department: Information Technology Department

File Name: Police Department Security Camera Network Cabling - Approval to Waive Bids

BACKGROUND:

The Board of Trustees approved a contract with Insight Public Sector and their sub-vender, Advanced Data Technologies, in January 4, 2021, to replace the network cabling in various Village facilities to support future network and telecommunications system requirements. A certified Registered Communications Distribution Designer (RCDD) performed an assessment and determined replacement of the Police Department's network cabling infrastructure was not necessary because it satisfied the requirements for the future VoIP telecommunications system. Therefore, the Police Department was not included in the scope of that project.

Later this year, Police and Public Works Department staff performed an assessment of the existing security cameras located at the Police Department. The results of their assessment indicated that the existing analog security cameras and their corresponding coaxial cable were failing and could no longer support their requirements. They also determined that additional cameras were needed to provide better coverage of the parking lot and lockup areas. Current Internet Protocol (IP) High Definition cameras require Unshielded Twisted Pair (UTP) Category 6 or greater network cabling, which can maintain much faster data throughput. Staff cannot add additional cameras without pulling new UTP CAT 6 network cabling. These security cameras are critical to improving situational awareness, risk mitigation and securing the assets and property of the Orland Park Police Department. They monitor and record events outside the Police Department, by monitoring for unauthorized access via entry points into the building and via the rear parking lot. They also monitor critical areas within this facility, providing a safer environment for visitors and personnel.

Advanced Data Technologies performed high quality work pulling and installing the new network structured cabling infrastructure at Village facilities. Staff is seeking Board approval to waive bids and contract directly with Advanced Data Technologies to keep the structured cabling quality consistent and to maintain the manufacturer warranty. The pricing provided on the quote from Advanced Data Technologies is consistent with the pricing provided for the Network Structured Cabling Infrastructure Project.

BUDGET IMPACT:

The cost will be covered in funding included in the FY 2021 Budget Amendment #5 approved by the Board of Trustees at the September 7, 2021 meeting.

REQUESTED ACTION:

I move to waive bids on the Police Department Security Camera Network Cabling Project;

And,

Approve a contract with Advanced Data Technologies for an amount not to exceed \$34,802.62, subject to Village attorney review;

To authorize th	ne Village Mana	ger to execut	e all related	contracts, si	ubject to Villa	age Attorney	review





scope of work	schedule	11	ıaterials	sales tax		labor	total		
(38) New IP Camera Locations (1 x Category 6)	A	\$	7,673.24	\$	_	\$ 22,059.00	\$	29,732.24	
(53) Terminate/Test Existing Cables	В	\$	455.40		-	\$ 4,614.98		5,070.38	
ALTERNATES:									
Secure Wall Mount Equipment Cabinet	ALT 1	\$	793.71	\$	-	\$ 311.09	\$	1,104.80	
PROJECT TOTAL (excluding alternates)			\$8,128.64		\$0.00	\$26,673.98		\$34,802.62	

(38) New IP Camera Locations (1 x Category 6)

						unit	cost	!				extend	ed pr	ice		
line	quantity	manufacturer	item number	description	1	naterial		labor	1	material		sales tax		labor		total
1	10,450	Panduit	PUP6004BU-U	4-pair category 6 CMP cable, white	\$	0.52	\$	-	\$	5,434.00	\$	-	\$	-	\$	5,434.00
2	38	Panduit	CBXJ2WH-AY	two port surface mount box, white	\$	3.68	\$	-	\$	139.84	\$	-	\$	-	\$	139.84
3	38	Panduit	CJ688TGOR	mini-com TX6 category 6 PLUS module, orange	\$	8.05	\$	-	\$	305.90	\$	-	\$	-	\$	305.90
4	38	Panduit	CMBWH-X	mini-com blank module, white	\$	0.20	\$	-	\$	7.60	\$	-	\$	-	\$	7.60
5	4	Panduit	CPPL24WBLY	24 port mini-com patch panel	\$	63.25	\$	-	\$	253.00	\$	-	\$	-	\$	253.00
6	1	Panduit	CPPL48WBLY	48 port mini-com patch panel	\$	101.20	\$	-	\$	101.20	\$	-	\$	-	\$	101.20
7	-	Panduit	CPPLA24WBLY	24 port mini-com angled patch panel	\$	63.25	\$	-	\$	-	\$	-	\$	-	\$	-
8	-	Panduit	CPPLA48WBLY	48 port mini-com angled patch panel	\$	101.20	\$	-	\$	-	\$	-	\$	-	\$	-
9		Panduit	CJ688TGOR	mini-com TX6 category 6 PLUS module, orange	\$	8.05	\$	-	\$	305.90	\$	-	\$	-	\$	305.90
10		Panduit	CMBBL-X	mini-com blank module, black	\$	0.20	\$	-	\$	21.20		-	\$	-	\$	21.20
11		B-Line	BCH32	J-hook, 2"	\$	3.06	\$	-	\$	244.80		-	\$	-	\$	244.80
12	80	Bridgeport	951	1/4-20 beam clamp	\$	0.61	\$	-	\$	48.80		-	\$	-	\$	48.80
13	1	vendor	-	miscellaneous materials	\$	115.00	\$	-	\$	115.00	\$	-	\$	-	\$	115.00
14	38	vendor	-	test, certify horizontal category 6 "permanent link" (level IV)	\$	-	\$		\$	-	\$	-	\$	-	\$	-
15	1	vendor	-	technician labor	\$	-	\$	22,059.00	\$	-	\$	-	\$	22,059.00	\$	22,059.00
17	1	Sunbelt	-	26' scissor lift rental, weekly	\$	372.00	_	-	\$	372.00		-	\$	-	\$	372.00
18	-	Sunbelt	-	26' scissor lift rental, monthly	\$	906.00	\$	-	\$	-	\$	-	\$	-	\$	-
19	1	vendor	-	lift delivery/pick up	\$	324.00	\$	-	\$	324.00	\$	-	\$	-	\$	324.00
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(53) Terminate/Test Existing Cables

						unit cost			extend							
line	quantity	manufacturer	item number	description		material		labor	mate	erial		sales tax		labor		total
1	-	Panduit	CBXJ2WH-AY	two port surface mount box, white	\$	3.68	\$	-	\$	-	\$	-	\$	-	\$	-
2	-	Panduit	CJ688TGOR	mini-com TX6 category 6 PLUS module, orange	\$	8.05		-	\$	-	\$	-	\$	-	\$	-
3	-	Panduit	CMBWH-X	mini-com blank module, white	\$	0.20			\$	-	\$	-	\$	-	\$	-
4	53	Panduit	CJ688TGOR	mini-com TX6 category 6 PLUS module, orange	\$	8.05			\$	426.65	\$	-	\$	-	\$	426.65
5	1	vendor	-	miscellaneous materials	\$	28.75			\$	28.75		-	\$	-	\$	28.75
6	53		-	test, certify horizontal category 6 "permanent link" (level IV)	\$	-	\$		\$	-	\$	-	\$	-	\$	-
7	1	vendor	-	technician labor	\$	-	\$	4,614.98	\$	-	\$	-	\$	4,614.98	\$	4,614.98
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Secure Wall Mount Equipment Cabinet

						unit	unit cost			extende						
line	quantity	manufacturer	item number	description	1	naterial		labor	mate	rial		sales tax		labor		total
1	1	Chatsworth	13050-723	ThinLine II wall mount cabinet, 26" x 36" x 12", black	\$	585.53	\$		\$	585.53	\$	-	\$	129.60		715.13
2		Chatsworth	13051-001	intelligent fan kit for ThinLine II wall mount cabinet	\$	113.06		32.40	\$	113.06	\$	-	\$	32.40	\$	145.46
3	25	Tyco	56986501	KS-24194 RHH ground wire, #6 AWG cable	\$	1.27			\$	31.75	\$	-	\$	97.25	\$	129.00
4		B-Line	SB-479-02	compression connector lug, #6 AWG	\$	11.56		25.92	\$	23.12	\$	-	\$	51.84	\$	74.96
5	1	Hines	-	4' x 4' x 3/4" AC grade fire retardant plywood	\$	23.00		-	\$	23.00		-	\$	-	\$	23.00
6	1	vendor	-	miscellaneous materials	\$	17.25	\$	-	\$	17.25	\$	-	\$	-	\$	17.25
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⊔ _	70777	ED DATA	L				1	TOTALS:	\$	793.71	\$	-	\$	311.09	\$	1,104.80

DATE: September 20,

REQUEST FOR ACTION REPORT

File Number: **2021-0672**

Orig. Department: Public Works Department

File Name: Fernway 2022 Phase Seven, Eight, and Nine Design Engineering- Proposal

BACKGROUND:

The pavement in the Fernway Subdivision was originally constructed in the early 1960's. At that time, the unincorporated roadways were constructed with a rural cross section, far below current Village standards. The Village has spent considerable resources maintaining these roadways, creek culverts, and water mains since annexing the area over forty (40) years ago.

The Village's pavement management consultant, Applied Research Associates, has unequivocally recommended full depth pavement reconstruction and stabilization for every phase of this project, in addition to recommending concrete shoulders to support the sides of the new roadway edge. This is due to the fact that the original street construction was built upon poor soils. Additionally, wholesale ditch re-grading is necessary to reestablish proper, consistent ditch flows from lot-to-lot and street-to-street on account of the existing driveway culverts being of meager size, along with deterioration and frequent cases of blockage. Many ditches have also been modified or filled by adjoining residents, which adversely impacts upstream neighboring properties.

Since its 2016 inception, the Fernway Subdivision road and ditch project has been projected to span nine (9) years, on account of the large scale of work and the expected construction cost of approximately \$1M per year. The attached Fernway phased improvement map ("Fernway Road -Ditch Improvements by Year") is provided for reference, showing the nine (9) color-coded street areas representing each anticipated reconstruction project year. The second page of the map also identifies the six (6) watershed sub-areas defined by green borders and numbers. The determining factor for assignment of each project year was driven by the elevation of the land, working from low-lying areas to higher elevation areas. However, since there are several separate (and some independent) watersheds in Fernway, the mapped project years were to be a guide and not an absolute.

The previous five (5) phases (2016 through 2020) of this project have all been completed with positive results. Note that the road construction and final ditch restoration for the 2020 project carried-over to spring 2021, due to early onset of winter in 2020. Despite the carry-over to 2021, the project was completed in a timely fashion by PT Ferro Construction in early spring 2021. Presently, the 2021 Phase Six design engineering is complete and will be solicited for construction bids via BidNet Direct in late September. The Village staff's strategy is to construct only the ditches and culverts in the fall of 2021 and carry-over the road construction and final restoration to the spring season of 2022.

In order to accelerate this project to completion, staff recommended that the 2022 Fernway road and ditch design proposal be a combined design of Phases Seven (7), Eight (8), and Nine (9). These respective project sub-areas are drawn in light blue, dark red, and pink on the attached map. The limits of the project are as follows:

Phase Seven:

88th Avenue on the west; 161st Place on the north; and Laurel Drive and Sherwood drive on the east and south.

Phases Eight and Nine:

88th Avenue on the east; Chadbourn Drive on the south; 90th Avenue on the west; and 163rd Street on the north.

As in previous years, the scope of the design proposal requires field evaluation, utility coordination, pavement rehabilitation evaluation, construction specifications, detailed drawings, ditch and road re-grading plans and profile sheets with elevation cross-sectioning, and bidding assistance.

The combined proposal for 2022 intends to complete this long term project, and proposals were submitted on September 10, 2021. The project summary as described in the attached RFP ("Orland Park 2022 Fernway Road and Ditch Reconstruction RFP 8-23-21") was solicited to the Major Service Agreement Pre-Qualified firms listed below with their respective proposal cost amounts:

\$247,000.00

V3 Companies \$149,780.00

Ciorba Group \$184,841.36

Baxter & Woodman \$199,990.00

CBBEL \$215,500.00

Strand Associates

CivilTech Did Not Submit

Engineering Research Associates Did Not Submit

TranSystems Did Not Submit

V3 Companies has demonstrated excellent ability on past projects to provide the requested design services necessary for proper development of the Fernway stormwater design. V3 Companies is also equally qualified to provide design services for the road and ditch plan-and-profile engineering. One of its most notable past design projects for Orland Park is the 143rd Street and LaGrange Road intersection expansion improvements, which were needed in advance of the regional LaGrange Road widening project. The 143rd Street and LaGrange Road intersection expansion project was an extremely complex project, given the right of way constraints, anticipated future development, and coordinating the congestion of existing and proposed utilities. Staff recommends accepting the proposal from V3 Companies of Woodridge, Illinois in an amount not to exceed \$149,780.00

Based on the construction work split, 55% of the road and ditch design cost will be funded by the Road Improvement Program, and 45% of the road and ditch design cost will be funded by the Storm Water Fund.

BUDGET IMPACT:

Funds for this work are available in the Road Improvement Program account 054-0000-471250, and in the Underground Water & Sewer Lines account 031-6007-470500.

REQUESTED ACTION:

I move to accept the proposal from V3 Companies of Woodridge, Illinois, titled, "2022 Fernway Road and Ditch Reconstruction Project", dated September 10th, 2021, in an amount not to exceed \$149,780.00;

And,

To authorize the Village Manager to execute all related contracts, subject to Village Attorney review.



AGREEMENT BETWEEN THE VILLAGE OF ORLAND PARK AND V3 Companies FOR PROFESSIONAL SERVICES

THIS AGREEMENT (hereinafter, the "Agreement" or the "Contract") is made this 21st day of September 2021, by and between the VILLAGE OF ORLAND PARK (hereinafter referred to as "Village") and V3 Companies (hereinafter referred to as "Consultant") for the performance of certain professional services for the Village in connection with Fernway Phase 7, 8 and 9 Road and Ditch Reconstruction Design Engineering (hereinafter referred to as the "Project", the "Work", or the "Services").

WITNESSETH:

In consideration of the mutual covenants set forth herein by the Village and the Consultant (hereinafter referred to collectively as the "Parties"), the Parties agree as follows:

- 1. <u>Scope of Work</u>: The Consultant agrees to and shall timely perform and fully complete the "Scope of Services" as set forth in:
- ☐ The Consultant's Proposal dated September 10, 2021

which is/are attached hereto and made a part of this Agreement as Exhibit A (the "Work" or the "Project"). The terms, conditions and specifications set forth in Village's Request for Qualifications (RFQ), Request for Proposal ("RFP"), and/or Purchase Order and any other Village document shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications on any other documents submitted by the Consultant. Any provisions in the Consultant's Proposal or Bid or other submittals which are in conflict with or inconsistent with any of the same provisions in the Village's RFQ, RFP, and/or Purchase Order shall be void to the extent of such conflict or inconsistency and the terms of the Village's RFQ, RFP, and/or Purchase Order shall control.

2. Payment:

A.	Compensation: The Village agrees to pay the Consultant, and the Consultant agrees to accept as
	compensation for all Services and/or Work and/or the Project required by this Agreement the amount(s)
	set forth as follows:
	the amount(s) set forth on Exhibit A (the "Consultant's Proposal");
	the amount(s) based upon the Schedule of Fees set forth on Exhibit B attached hereto and thereby
	made a part hereof; and
	⊠ subject to a not-to-exceed amount of \$ ("Contract Price")
B.	<u>Invoices</u> : The Consultant agrees to and shall prepare and submit:
	an invoice to the Village which the Village shall pay upon completion and approval of the Work; or
	☑ invoices for progress payments to the Village as hereinafter set forth for Services completed to date.
	Invoices shall be prepared monthly and shall document the time/hours expended as the Work is
	completed to date by the Consultant.
\mathbb{C}	Payment: Notwithstanding any provision of the Illinois Local Government Prompt Act (50 ILCS

- C. <u>Payment:</u> Notwithstanding any provision of the Illinois Local Government Prompt Act (50 ILCS 505/1, et seq.) (the "Act") to the contrary, the Parties agree that any bill approved for payment by the Corporate Authorities shall be paid within sixty (60) days after the date of approval. If payment is not made within such sixty (60) day period, an interest penalty of 1% of any amount approved and unpaid shall be added for each full thirty (30) day period, without proration, after the expiration of the aforementioned sixty (60) day payment period, until final payment is made. No other provision of the Act shall apply to this contract.
- D. <u>Withholding Payment</u>: Notwithstanding anything to the contrary herein contained, no compensation will be paid to or claimed by the Consultant for services required to correct deficiencies attributable to errors or omissions of the Consultant, and all such errors or omissions must be corrected by the Consultant at its sole cost and expense. Notwithstanding anything to the contrary herein contained, the Village has the right to withhold from payment due the Consultant such sums as are reasonably

- necessary to protect the Village against any loss or damage which may result from: (i) the negligence of or unsatisfactory Services of the Consultant; (ii) the failure by the Consultant to perform the Consultant's obligations hereunder; or (iii) claims filed against the Village relating to the Services. Any sums withheld from the Consultant as provided in this section, and subsequently determined to be due and owing to the Consultant, will be paid to the Consultant.
- E. Appropriation of Funds. The Parties hereto agree that, if the term of this Agreement extends beyond the current fiscal year of the Village (the current fiscal year being the year in which the first date of the term of this Agreement falls), this Agreement is subject to the appropriation of funds by the Village Board of Trustees and/or any other funding agencies for each subsequent year. If the Village, and/or any other governmental agency providing funding for this Service, fails to make such an appropriation, the Village may terminate this Agreement and the Consultant will be entitled to receive, as its sole and exclusive remedy, compensation for Services properly performed to the date of termination to the extent the Village has funds available and appropriated to pay the Consultant such amount. Upon the request of the Consultant, the Village will inform the Consultant as to whether any governmental agency other than the Village is providing funding to pay all or a portion of the Services.
- F. Records. The Consultant's records relating to the Services must be kept in accordance with generally accepted principles of accounting consistently applied and must be retained by the Consultant for a period of not less than five (5) years following the completion of the Services. Such records must be available to the Village or any authorized representative of the Village, upon reasonable prior notice, for audit and review during normal business hours at the Village offices, 14700 S. Ravinia Ave. Orland Park, IL 60462. In addition, such records must be available, upon reasonable prior notice, for audit and review by any other governmental agency providing funding for all or any portion of this Service.
- 4. Time is of the Essence; Dates of Commencement and Completion; Progress Reports:
 - A. Time is of the essence in this Contract. The Services to be performed by the Consultant under the Contract Documents shall commence no later than June 10, 2021 (hereinafter the "Commencement Date"), and shall be completed no later than August 15, 2021 (hereinafter the "Completion Date"), barring only Acts of God, due to which the Completion Date may be modified in writing with the prior approval of the Village. If the Consultant fails to complete the Services by the Completion Date, the Village shall thereafter have the right to have the Services completed by another independent contractor, and in such event, the Village shall have the right to deduct the cost of such completion so incurred by the Village from payments otherwise due to the Consultant for the Services and/or the right to recover any excess cost of completion from the Consultant to the extent that the total cost incurred by the Village for the completion of the Work which is the subject of the Contract Documents exceeds the Contract Price.
 - B. <u>Progress Reports</u>. The Consultant must prepare and submit monthly progress reports describing the Services performed in the prior month and anticipated to be performed in the following one-month period. The Services schedule shall insure that each of the Services provided are being completed within a timeframe that does not negatively impact the Village's compliance with any federal, state, or local regulations (if applicable).
- 5. <u>Venue and Choice of Law:</u> The Consultant and the Village agree that the venue for any and all disputes shall solely be in Cook County, Illinois, in which the Village's Village Hall is located. This Contract and all other Contract Documents shall be construed and interpreted in accordance with the laws of the State of Illinois.
- 6. <u>Nonassignability:</u> The Consultant shall not assign this Contract, or any part thereof, to any other person, firm, or corporation without the prior written consent of the Village, and in no case shall such consent

relieve the Consultant or its surety from the obligations herein entered into by the same or change the terms of this Contract.

7. <u>Notices and Communications:</u> Where notice is required by the Agreement it shall be considered received if it is delivered in person, sent by registered United States mail, return receipt requested, delivered by messenger or mail service with a signed receipt, sent by facsimile or e-mail with an acknowledgment of receipt, to the following:

To the Village:

Name: Nicole Merced Village of Orland Park 14700 South Ravinia Avenue Orland Park, Illinois 60462 Telephone: 708.403.6195

Facsimile: _____

e-mail: nmerced@orlandpark.org

To the Contractor:

Name: Kurtis R. Corrigan, P.E. Company: V3 Companies Address: 7325 Janes Avenue

City, State, Zip: Woodridge IL 60517

Telephone:630-724-9200

Facsimile:

e-mail: kcorrigan@v3co.com

or to such other person or persons or to such other address or addresses as may be provided by either party to the other party.

- 8. <u>Right to Alter Scope of Services Reserved</u>: The Village reserves the right to alter the plans, extend or shorten the Scope of Services, add to the Scope of Services as may be necessary, and increase or decrease the scope and/or quantity of the Services, including the deduction or cancellation of any one or more of the unit price items, or to cancel the Contract and the Services in their entirety for any reason.
- 9. <u>Control and Inspection of Work:</u> Unless otherwise specified in the Contract Documents, inspection, acceptance or rejection of goods and/or Services shall be made after delivery. Final inspection, acceptance and/or rejection of the goods and/or Services shall not impose liability on the Village for goods and/or Services not in accordance with the Contract Documents as determined solely by the Village. Payment shall not be due on rejected goods and/or Services until and unless fully corrected and/or replaced as determined by the Village. All Services performed by the Consultant shall be done in conformance with this Agreement and the other Contract Documents as determined solely by the Village, and this Agreement shall control.
- 10. <u>Timely Written Response and Written Report(s) of Resolution Relative to Certain Incident(s), Claim(s) and/or Complaint(s):</u>
 - A. All alleged incident(s), claim(s), or complaint(s) related to any alleged death, injury and/or damage to persons and/or to public or private property related to the Consultant's work or services provided pursuant to this Contract shall be reported to the Village and resolved by the Consultant and/or its agent in a timely manner.
 - B. Within three (3) business days after receipt by Consultant of an initial written or verbal notice of any such incident, claim, or complaint, the Consultant shall also provide to the Village, and to any third-party making such claim or complaint, the name, telephone number, and cellular number of the Consultant's officer or employee who will be responsible for managing the resolution thereof until its final resolution by the Consultant and/or by the Consultant's insurer or agent.
 - C. Within ten (10) business days after the Consultant's receipt of the first notice of an alleged incident, claim, or complaint related to any alleged death, injury, and/or damage to persons and/or to public or private property (the "incident, claim, or complaint"), the Consultant or its agent(s) shall provide to the Village and to any third-party person making such claim or complaint an initial written response relative to such incident, claim or complaint, and the efforts and current progress of the Consultant and/or its agents to date toward the resolution of such incident, claim or complaint.
 - D. If complete resolution of the incident, claim, or complaint has not been reached within the aforesaid ten (10) business day period, the Consultant or its agent shall continue to use all reasonable efforts to fully resolve the incident, claim, or complaint, and to that end, further updated written status reports of

- resolution, or progress toward resolution, as the case may be, of such incident, claim, or complaint shall be provided to the Village by the Consultant not less than monthly until such incident, claim, or complaint is fully resolved.
- E. The Consultant or its agents will be expected to fully resolve most incident(s), claim(s), or complaint(s) involving minor damage to public or private property within said initial ten (10) business day period after the Consultant receives its initial verbal or written notice of such incident, claim, or complaint.

11. Insurance:

A. Prior to Commencement of Work:

- (i) Prior to commencement of any Services under the Contract Documents, Consultant shall supply to the Village certificates of insurance as specified below. Consultant shall not start the Services contemplated by the Contract until Consultant has obtained all insurance required under this Paragraph 11, and all such insurance coverage has been obtained and approved by the Village Manager, or his designee.
- (ii) Minimum Scope of Insurance:
 - Coverage shall be at least as broad as Insurance Services Office ("ISO") Commercial General Liability occurrence form CG 00 01 04 13 with the "Village of Orland Park and its officers, officials, employees, agents and volunteers" named as additional insureds on a primary and non-contributory basis. This primary, non-contributory additional insured coverage shall be confirmed through the following required policy endorsements (or their substantial equivalents): ISO Additional Insured Endorsement CG 20 10 04 13 or CG 20 26 04 13, and CG 20 01 04.
 - If this box is checked, a Completed Operations Endorsement (CG 20 37 04 13) is also required.
- B. <u>Insurance Required</u>: The Consultant shall procure and maintain, for the duration of the Contract, insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of the Work hereunder by the Consultant, its employees, subconsultants, and other agents, and:

(i) Commercial General Liability:

- (a) \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be \$2,000,000.
- (b) The Village of Orland Park, and its officers, officials, employees, agents and volunteers, are to be named and covered as additional insureds as respects: liability arising out of the Consultant's work, including activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased or used by the Consultant, or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Village of Orland Park and its officers, officials, employees, agents and/or volunteers.
- (c) The Consultant's insurance coverage shall be primary and non-contributory as respects the Village of Orland Park and its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Village of Orland Park and/or on behalf of its officers, officials, employees, agents and/or volunteers shall be excess of Consultant's insurance and shall not contribute with it.
- (d) Any failure to comply with reporting provisions of any applicable insurance policies shall not affect coverage provided to the Village of Orland Park and/or its officers, officials, employees, agents and/or its volunteers.
- (e) The Consultant's insurance shall contain a Severability of Interests/Cross-Liability clause or language stating that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (f) If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form", then the Consultant shall be required to name the "Village of Orland Park, and its officers, officials, employees, agents and volunteers" as additional insureds.

- (g) All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
- (h) The Consultant and all subconsultants hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Village of Orland Park, and/or by its officers, officials, employees, agents and/or its volunteers. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable.
- (ii) <u>ISO Business Auto Liability coverage form number CA 00 01, Symbol 01 "Any Auto"</u>: \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury.
- (iii) Workers' Compensation Insurance:

Such coverage as required by the Workers' Compensation Act of the State of Illinois with coverage of statutory limits and Employers' Liability Insurance with limits of \$500,000 per accident. The insurer shall agree to waive all rights of subrogation against the "Village of Orland Park, its officers, officials, employees, agents and volunteers" for losses arising from work performed by the Consultant for the Village.

(iv) <u>Professional Liability:</u>

- (a) Professional liability insurance with limits not less than \$1,000,000 each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided under the contract, with a deductible not-to-exceed \$50,000 without prior written approval.
- (b) If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the contract. In the event the policy is cancelled, non-renewed or switched to an occurrence form, the Consultant shall be required to purchase supplemental extending reporting period coverage for a period of not less than three (3) years.

(v) <u>Umbrella Policy</u>:

If the general aggregate limit for Commercial General Liability coverage provided is less than \$2,000,000, pursuant to Section 11(B)(i) above, then a \$2,000,000 Umbrella Policy shall also be provided which policy shall follow all required coverages as set forth above, other than Worker's Compensation and Professional Liability coverages.

C. <u>Deductibles and Self-Insured Retentions</u>: Any deductibles or self-insured retentions must be declared to and approved by the Village of Orland Park.

D. All Coverages:

- (i) No Waiver. Under no circumstances shall the Village, or its officers, officials, employees, agents or volunteers be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:
 - (a) Allowing work by Consultant or any subconsultant to start before receipt of Certificates of Insurance and Additional Insured Endorsements.
 - (b) Failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance and Additional Insured Endorsement received.
- (ii) Each insurance policy required shall have the Village of Orland Park expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
- (iii) When requested by the Village Manager, or his designee, Consultant shall promptly provide the respective original insurance policies for review and approval by the Village Manager, or his designee.
- E. <u>Acceptability of Insurers</u>: Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and approved to do business in the State of Illinois.
- F. <u>Verification of Coverage</u>: Consultant shall furnish the Village of Orland Park with certificates of insurance naming the "Village of Orland Park, its officers, officials, employees, agents and volunteers", as additional insureds (except on Professional Liability), and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Village Manager, or his designee, before any work commences. The

following additional insured endorsements may be utilized (or their substantial equivalent): ISO Additional Insured Endorsements CG 20 10 04 13 or CG 20 26 04 13, and CG 20 37 04 13 – Completed Operations, where required. In the event a claim is filed, the Village reserves the right to request full certified copies of the insurance policies and endorsements.

- ☐ If this box is checked, a Completed Operations Endorsement (CG 20 37 04 13) is also required.
- G. <u>Subconsultants</u>: Consultant shall include all subconsultants as insureds under its policies or shall furnish separate certificates and endorsements for each subconsultant. All coverages for subconsultants shall be subject to all of the requirements stated herein.
- H. <u>Assumption of Liability</u>: Consultant assumes liability for all injury to or death of any person or persons including employees of the Consultant, any subconsultant, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this Contract.
- I. <u>Insurance Certifications</u>: In addition to providing Certificates of Insurance as required by the contract documents, the Consultant shall submit to the Village a signed certification with each Request for Payment, stating that all the insurance required of the Consultant remains in force. Failure to submit such a certification shall be grounds to withhold payment in full or in part.
- J. Insurance Requirements Cannot Be Waived by Village: Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of the related Contract by any act or omission, including, but not limited to: (1) allowing the Work to commence by the Consultant or any subconsultant of any tier before receipt of Certificates of Insurance; (2) failing to review any Certificates of Insurance received; (3) failing to advise the Consultant or any subconsultant of any tier that any Certificate of Insurance fails to contain all the required insurance provisions, or is otherwise deficient in any manner; or (4) issuing any payment without receipt of a Sworn Statement from the Consultant and all subconsultants of any tier stating that all the required insurance is in force. The Consultant agrees that the obligation to provide the insurance required by this Agreement or any of the contract documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the Village. Consultant shall also protect the Village by specifically incorporating this Paragraph into every subcontract entered into relative to the Work contemplated herein and also requiring that every subconsultant incorporate this Paragraph into every sub-subcontract it enters into relative to the Work contemplated herein.
- K. Liability of Consultant and Subconsultant is Not Limited by Purchase of Insurance: Nothing contained in the insurance requirements of this Agreement or any Contract Documents is to be construed as limiting the liability of the Consultant or the liability of any subconsultant of any tier, or either of their respective insurance carriers. The Village does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Village, the Consultant, or any subconsultant's interest or liabilities, but are merely required minimums. The obligation of the Consultant and every subconsultant of any tier to purchase insurance shall not, in any way, limit their obligations to the Village in the event that the Village should suffer an injury or loss in excess of the amount recoverable through insurance, or any loss or portion of the loss which is not covered by either the insurance of the Consultant or any subconsultant's insurance.
- L. <u>Notice of Bodily Injury or Property Damage</u>: The Consultant shall notify the Village, in writing, of any actual or possible claim for personal injury or property damage relating to the Work, or of any occurrence which might give rise to such claim, promptly upon obtaining first knowledge of same.
- M. <u>Updated Proof Required</u>: The Consultant agrees that at any time upon the demand of the Village, updated proof of such insurance coverage will be submitted to the Village. There shall be no additional charge to the Village for said insurance.
- N. <u>Higher and More Expansive Standard Applicable</u>: To the extent other insurance requirements of the Contract Documents contradict this Paragraph 11, the more expansive and higher standard, in terms of type and amount of coverage, shall govern.

12. <u>Indemnity</u>:

A. To the fullest extent permitted by law, the Consultant hereby agrees to defend, indemnify and hold harmless the Village, its elected and appointed officials, employees and agents against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anyway accrue against the Village, its elected and appointed officials, employees, and agents arising

in whole or in part or in consequence of the performance of the Work by the Consultant, its employees, or subconsultants, or which may in anyway result therefrom, except that arising out of the sole legal cause of the Village, its elected and appointed officials, employees or agents, the Consultant shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village, its elected and appointed officials, employees or agents, in any such action, the Consultant shall, at its own expense, satisfy and discharge the same.

- B. Consultant expressly understands and agrees that any performance bond or insurance policies required by this Contract, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its elected and appointed officials, employees or agents as herein provided.
- C. Consultant further agrees that to the extent that money is due the Consultant by virtue of this Contract as shall be considered necessary in the judgment of the Village, such funds may be retained by the Village to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Village.
- D. In the event that the Village is not immune from liability under any applicable law, and only in such event, the Village hereby agrees to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Village's negligent acts in connection with the Project and the acts of the Village, and/or any of its officers, trustees and/or employees.
- E. Neither the Village nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence, or for the acts of their respective officers, trustees, employees and/or agents.
- F. The provisions of this Paragraph 12 shall survive any termination of the Contract.

13. <u>Village Confidential Information:</u>

- A. Consultant warrants that it shall not disclose, use, sell, rent, trade, or otherwise provide Village Confidential Information to any person, firm, or entity for any purpose outside of the specific purposes of the Contract Documents, except as necessary to comply with applicable State or Federal laws.
- B. The provisions of this Paragraph 13 shall survive any termination of the Contract.
- 14. <u>Professional Standard</u>: The Consultant hereby covenants and agrees that the Consultant will perform all Services described in this Agreement in accordance with the Professional Standard. In connection with the execution of this Agreement, the Consultant warrants and represents as follows:
 - A. Feasibility of Performance. The Consultant (i) has carefully examined and analyzed the provisions and requirements of this Agreement, including all Exhibits hereto; (ii) understands the nature of the Services required; (iii) from its own analysis has satisfied itself, to the extent reasonably possible, as to the nature of all things needed for the performance of this Agreement and all other matters that in any way may affect this Agreement or its performance; (iv) represents that this Agreement is feasible of performance in accordance with all of its provisions and requirements; and (v) can and will perform, or cause to be performed, the Services in accordance with the provisions and requirements of this Agreement.
 - B. Ability to Perform: The Consultant hereby represents and warrants to the Village, with the intention that the Village rely thereon in entering into this Agreement, that: (a) the Consultant is financially solvent; (b) the Consultant, and each has the training, capability, experience, expertise, and licensing necessary to perform the Services in accordance with the requirements of this Agreement and the Professional Standard; (c) the Consultant possesses and will keep in force all required licenses, permits and accreditations to perform the Services; (d) the Consultant has full power to execute, deliver and perform this Agreement and has taken all necessary action to authorize such execution, delivery and performance; (e) the individual(s) executing this Agreement are duly authorized to sign the same on the Consultant's behalf and to bind the Consultant hereto; and (f) the Consultant will perform the Services described herein promptly, diligently and continuously with an adequate number of qualified personnel to ensure such performance.

- C. <u>Authorized to do Business in Illinois</u>: The Consultant certifies that it is a legal entity authorized to do business in Illinois, 30 ILCS 500/1.15.8, 20-43.
- D. <u>Certification to Enter into Public Contracts</u>: The Consultant certifies that it is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code or violating the prohibition set forth in Section 50-10.5(e) of the Illinois Procurement Code, 30 ILCS 500/50-10.5e or any similar offense of any State of the United States which contains the same elements as the Illinois offenses of bid-rigging or bid rotating.
- E. <u>Payment to the Illinois Department of Revenue</u>: Consultant certifies that it is not delinquent in payment of any taxes to Illinois Department of Revenue.
- F. <u>Debarment</u>. The Consultant certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any federal department or agency. The Consultant will not knowingly use the services of any related party barred or ineligible for contracts by any federal, state or local governmental agency or applicable Laws for any purpose in the performance of the Services.
- G. <u>Interest of members of the Village</u>: Consultant certifies that no member of the governing body of the Village and no other officer, employee, or agent of the Village who exercises any functions or responsibilities in connection with the planning or carrying out of the Services, has any personal financial interest, direct or indirect, in this Agreement; and the Consultant shall take appropriate steps to assure compliance.
- H. <u>Interest of Professional Services Provider and Employees</u>. Consultant certifies that it presently has no interest and shall not acquire interest, direct or indirect, in the various project areas or any parcels therein or any other interest which would conflict in any manner or degree with the performance of Consultant Services hereunder. The Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed.
- 15. No Conflicts of Interest: The Consultant warrants that it has no conflict of interest and has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gift(s), or any other consideration, contingent upon or resulting from the award or the making of this Contract.
- 16. Compliance with Laws: Consultant shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations, and any and all orders and decrees of any court, administrative body or tribunal applicable to the performance of the Contract. Included within the scope of the laws, ordinances, rules and regulations referred to in this paragraph, but in no way to operate as a limitation, are: Occupational Safety & Health Act ("OSHA"); Illinois Department of Labor (IDOL"), Department of Transportation, and all forms of traffic regulations; public utility, Intrastate and Interstate Commerce Commission regulations; Workers' Compensation Laws, the Social Security Act of the Federal Government and any of its titles, the Illinois Human Rights Act, and EEOC statutory provisions and rules and regulations. Evidence of specific regulatory compliance will be provided by the Consultant if requested by the Village.
- 17. Equal Employment Opportunity: The Consultant shall be an "equal opportunity employer" as defined in the United States Code Annotated. The Consultant shall be required to comply with the President's Executive Order No. 11246, as amended, and the requirements for Bidders and Consultants under this order are explained in 41 CFR 60-4. The Consultant shall fully comply with all applicable provisions of the Illinois Human Rights Act.
- 18. <u>Certifications:</u> By the execution of this Agreement, the Consultant certifies that: (1) the Consultant is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as required by 65 ILCS 5/11-42.1-1; (2) the Consultant has a written sexual harassment policy as required by and shall otherwise comply in all respects with the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)); (3) the Consultant will provide a drug-free workplace as required by and shall otherwise comply with the Illinois Drug-Free Workplace Act (30 ILCS 580/1, et seq.); (4) the Consultant has in place a written policy as

required by and that it does and shall otherwise comply with the Illinois Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1, et seq.); and (5) the Consultant is not and/or was not barred from bidding on this Contract pursuant to Section 33E-3 or 33E-4 of the Illinois Criminal Code (720 ILCS 5/33E-3 and 5/33E-4).

- 19. Upon execution of this Agreement relative to the Project, notwithstanding Project Documentation: anything contained in any other Contract Documents to the contrary, the Consultant and its subconsultants agree to and shall release to the Village any and all right, title, and interest in and to any and all Project Documentation depicting, documenting, or recording the Services, and/or the Work, and/or the Project which is the subject of the Contract Documents, prepared or created by the Consultant and/or its subconsultants, including but not limited to any and all drawings, plans, specifications, photos, reports, videos, and/or other recordings on any electronic media (sometimes collectively referred to as "Project Documentation"), and any and all of such Project Documentation shall become the property of the Village. The Consultant and its subconsultants further warrant to the Village that they have the legal right to convey said Project Documentation to the Village. The Work contemplated by the Contract Documents shall not be considered complete until and unless legible and complete physical and electronic copies of all such Project Documentation have been delivered to the Village. The Village may reuse Project Documentation without the prior written authorization of the Consultant, but the Village agrees to waive any claim against the Consultant arising from any unauthorized reuse or modification of the Project Documentation.
- 20. <u>Illinois Freedom of Information Act</u>: The Illinois Freedom of Information Act (FOIA) applies to public records in the possession of a party with whom the Village has an Agreement. The Village of Orland Park will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information. Vendor acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village for public records (as that term is defined by Section 2(c) of FOIA) and to provide the requested public records to the Village within two (2) business days of the request being made by the Village. Vendor agrees to indemnify and hold harmless the Village from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village under this agreement.
- 21. <u>Independent Contractor:</u> It is mutually understood and agreed that the Consultant shall have full control of the ways and means of performing the Professional Services referred to above and/or which is the subject of this Agreement and the related Contract and that the Consultant or his/its employees, representatives or Subconsultants are in no sense employees of the Village, it being specifically agreed that in respect to the Village, the Consultant and any party employed by the Consultant bears the relationship to the Village of an independent contractor.
- 22. <u>Duration</u>: This Agreement and the related Contract Documents shall be in effect from the date of the Contract until the completion of the Services, but the obligations of the Consultant under Paragraphs 12 and 13 shall continue after such termination.
- 23. <u>Advertisement:</u> The Consultant is specifically denied the right to use in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.
- 24. <u>Amendments:</u> No agreement or understanding to modify this Agreement or the related Contract Documents shall be binding upon the Village unless in writing and signed by the Village's authorized agent. All specifications, drawings, and data submitted to the Consultant with this Agreement or the related Contract Documents are hereby incorporated and made part thereof.
- 25. <u>Termination; Remedies:</u> Notwithstanding any other provision hereof, the Village may terminate the Agreement in the event of a default by the Consultant or without cause at any time upon fifteen (15) days prior written notice to the Consultant. In the event that the Agreement is so terminated and the Consultant is not in default or breach of this Agreement, the Consultant shall be paid for Services actually performed

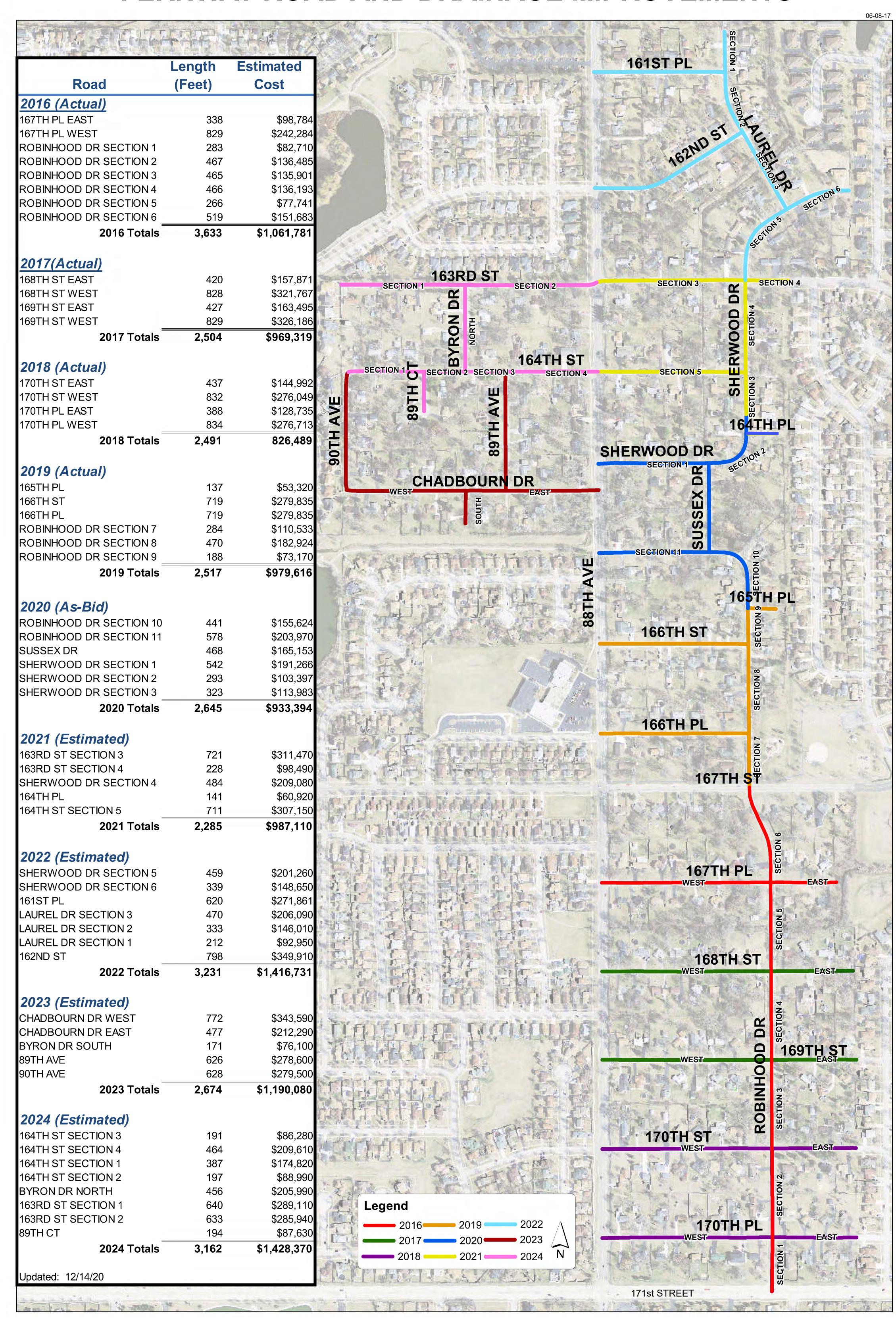
and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed which shall be determined on the basis of the rates set forth in the Consultant's Proposal.

- 26. <u>Supersede:</u> The terms, conditions and specifications set forth in this Agreement shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications on any other Contract Documents.
- 27. <u>Severability</u>: In the event any section, subsection, paragraph, sentence, clause, phrase or provision of this instrument or part thereof shall be deemed unlawful, invalid, unenforceable or ineffective by any court of competent jurisdiction, such decision shall not affect the validity, enforceability or effectiveness of the remaining portions of this instrument.
- 28. <u>Facsimile or Digital Signatures</u>: Facsimile or digital signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Contract, and this Contract shall be deemed delivered as if containing original signatures if such delivery is made by emailing a PDF of a scanned copy of the original, hand-signed document, and/or by use of a qualified, established electronic security procedure mutually agreed upon by the Parties.
- 29. <u>Counterparts</u>: This Agreement may be executed in one or more counterparts, which counterparts when affixed together, shall constitute one and the same original document.
- 30. <u>No Third Party Beneficiaries</u>: The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.
- 31. <u>Entire Agreement</u>: The Contract Documents (including all Exhibits attached thereto which by reference are made a part of the Agreement) and all other written agreements signed by all of the parties hereto which by their express terms are a part of the Contract Documents, are the final expression of, and contain the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto.

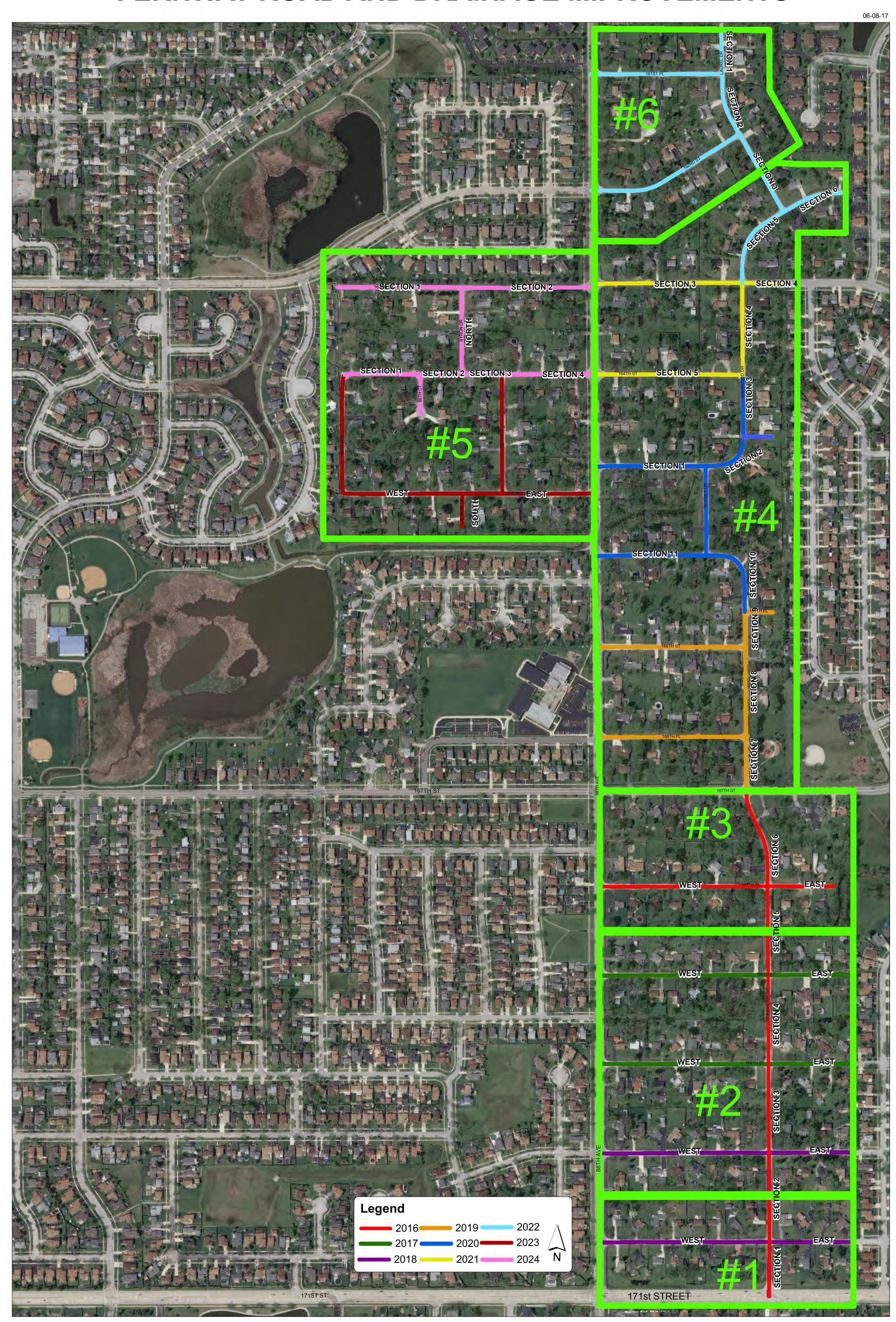
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officer in quadruplicate counterparts, each of which shall be considered as an original.

CONSULTANT: V3 COMPANIES	VILLAGE OF ORLAND PARK
By:	By:Name: George Koczwara, Title: Village Manager
C	ATTEST:
Scope of Work as set forth in Co	EXHIBIT A [ATTACH] onsultant's Proposal dated September 10, 2021

FERNWAY ROAD AND DRAINAGE IMPROVEMENTS



FERNWAY ROAD AND DRAINAGE IMPROVEMENTS



MAYOR Keith Pekau

VILLAGE CLERK
Patrick R. O'Sullivan

15655 S. Ravinia Avenue Orland Park, IL 60462 708.403.6350 orlandpark.org



TRUSTEES

William R. Healy
Cynthia Nelson Katsenes
Michael R. Milani
Sean Kampas
Brian J. Riordan
Joni J. Radaszewski

Subject: Fernway Road & Ditch Reconstruction Phases 7, 8 and 9 RFP

To: Selected Engineering Firms from 2020 Prequalified List

From: Kevin Lehmann, Public Improvement Tech II

Summary:

The Village is formally requesting a proposal for Phase 2 design engineering of the Fernway Subdivision road and ditch reconstruction, for the three (3) final neighborhood sub-areas. Please refer to included annual stage exhibit for reference. The years of construction are color-coded accordingly by year and the watershed sub-areas are identified by the bold borders and respective numbers. This project consists of all streets within drainage subareas #5 and #6 and the northern portion of Sherwood Drive within the north region of subarea #4'

Background:

The Fernway Subdivision primarily consists of an open drainage system that outlets to the Tinley and Midlothian Creeks within the neighborhood. The Village has previously completed five stages of road and ditch reconstruction within the area bounded by 171st St. to the south, 164th Pl to the north, 88th Ave to the west, and the Orland Park-Tinley Park village limits to the east. The sixth stage is currently in design. The Village desires to now complete the nine phase project by combining years 2022, 2023 and 2024 into one final project year-spring of 2022.

The general intent of the project design is to reestablish problematic, substandard conveyance of the roadside ditches via wholesale ditch regrading, which includes replacement of all driveway culverts and street culvert crossings (creek crossings not included). Ditches must maintain a minimum flowline grade of 1% where possible. If a maintainable flowline grade cannot be achieved, the ditch shall be piped. Side slopes of proposed ditching cannot exceed 3:1. Ditch design that cannot maintain a 3:1 side slope shall be piped. It is the intent of the project to keep ditch piping to a minimum to keep costs down and most importantly preserve the nature and consistency of the neighborhood.

The project also requires complete excavation of the substandard roadway pavement section, subgrade stabilization and reconstruction of the new pavement section which

includes PCC shouldering. A consistent roadway profile shall be established to complement the improved ditch profiles. It is worth noting that the proposed roadway profile typically mimics the existing profile rather closely. This is due to most existing driveway approaches being relatively flat, and therefore the roadway cannot be raised an appreciable amount, in order to avoid back-pitched driveway approach(s).

The project shall include the overlay or wholesale removal and replacement of the existing asphalt multi-use path along 88th Avenue within the project limits, including construction of new concrete ADA ramps at roadway intersections where applicable. Selective removal and replacement of hazardous PCC sidewalk sidewalk sections along 88th Avenue must also occur.

The project typically utilizes general funds and therefore no outside agency approvals are necessary.

Past project plans, specifications and bid results for recently completed project phases 2020, 2019 and 2018 can be viewed on Orland Park's exclusive solicitation hosting site BidNet Direct. The respective 2020, 2019 and 2018 project numbers are ITB 20-027, ITB 19-019 and ITB 18-032

https://www.bidnetdirect.com/illinois/villageoforlandpark/solicitations/closed-bids?selectedContent=BUYER

Plan Design Minimum Requirements:

Topographic Survey: The survey shall be used to determine necessary drainage improvements to accommodate overland flow and reduce nuisance flooding in the ROW, as well as isolated rear yard drainage laterals. Most notably, there are some rear yard areas on Chadbourn Drive and Byron Drive which are in need of storm sewer outfalls to provide a point of relief to the roadside ditches.

The survey will include:

- Horizontal and Vertical Control
- Existing Right-of-Way: establish the approximate existing right-of-way boundary of the roadways within the project limits based on monumentation found in the field, subdivision plats and any other available information.
- Utility Survey and Coordination: All existing receiving storm sewers must be surveyed
 to determine rim and invert elevations and pipe sizes. Orland Park has GIS data of the
 storm system to assist in guiding the field survey collection. Above ground facilities of
 any additional underground utilities including water main, gas, electric, cable, etc. will
 also be located. Note that the project area is primarily, but not exclusively, served by
 numerous overhead utilities, which is a benefit here. Sanitary sewer is owned and
 operated by Illinois American Water and an occasional shallow sanitary sewer service
 line is encountered during the ditch re-grading. ILAW has historically been very

- responsive in addressing the matter promptly. The public water supply system is owned and operated by the Village of Orland Park.
- Base Mapping- compile all of the above information into base mapping that is representative of existing conditions.

Utility Coordination: Identify utilities that may have facilities within the project limits and send a Preliminary Utility Request to known utility companies to obtain pertinent information. Based on the information received from the utility companies, include locations of facilities on the plans, identify potential conflicts with the proposed project and design the proposed improvements to minimize utility conflicts. Note that in the past, Nicor gas facilities have presented occasional existing conflicts with the project. Fortunately Nicor recognizes the road & ditch reconstruction project as an opportunity, thereby prompting Nicor to implement service line and main improvements as a result of the project, somewhat concurrently.

Preliminary Engineering: Prepare plans in accordance with Village and IDOT design criteria. The plans should typically include the following sheets:

- Title Sheet
- General Notes/ Summary of Quantities/
- Typical Sections
- Alignment Ties & Benchmarks
- Roadway and Ditch Plan & Profile
- Erosion Control Plan
- Quantity Schedules
- Cross-Sections
- Construction Details
- Specifications/Special Provisions
- Opinion of Probable Costs/Quantity

Village will provide supplemental soil borings and geotechnical report of the existing pavement section conditions. One boring is typically taken upon each street in each project area to substantiate the design of the new pavement section, per the proposed typical section. Given the scope of the project, anticipate at least eleven (11) boring locations will be provided.

Preliminary Plans, Specifications and opinion of probable cost will be submitted to the Village for one review meeting with Village Staff.

Permitting: Although the Village has jurisdiction over the majority of the areas where work is proposed, several other agencies and/or municipalities are located in one or more of the sub-watersheds. As needed to permit and/or construct the proposed improvements, design engineer will coordinate with Metropolitan Water Reclamation District of Greater Chicago (MWRDGC), Illinois Department of Natural Resources – Office of Water Resources (INDR-OWR) and the Village of Orland Hills. Engineer will also prepare a Stormwater Pollution Prevention Plan (SWPPP) consistent with the requirements of the Village's NPDES Phase II permit and submit it to the Illinois Environmental Protection Agency (IEPA).

Final Engineering: Upon meeting with the Village Staff to review their comments on the preliminary submittal, Engineer will revise and finalize the contract documents and cost estimate. During this task, the exact letting date will be determined and an estimated construction schedule will be provided.

Proposal evaluation will be based on total per-hourly cost of Engineer's summary for above design requirements.



September 10, 2021

Mr. Kevin Lehmann Engineer-Public Improvement Technician Village of Orland Park 15655 S. Ravinia Avenue Orland Park, Illinois 60462

RE: Professional Engineering Proposal | 2022 Fernway Road & Ditch Reconstruction Project

Dear Mr. Lehmann:

On behalf of V3 Companies, Ltd. (V3), we are pleased to submit this proposal for Professional Engineering Services to address the above-referenced project. If you find this proposal to be acceptable, the executed copies of this letter in accordance with the General Terms and Conditions will constitute acceptance of this proposal.

Project Understanding

We understand that the Fernway Subdivision primarily consists of an open drainage system that outlets to the Tinley and Midlothian Creeks within the neighborhood. The Village has previously completed five stages of road and ditch reconstruction and desires to now complete the nine phase project by combining years 2022, 2023, and 2024 into one final project year in spring of 2022.

We understand that the general intent of the project is to reestablish problematic, substandard conveyance of the roadside ditches via wholesale ditch regrading, which includes replacement of all driveway culverts and street culvert crossings. Ditches must maintain a minimum 1% slope and 3:1 side slopes or be replaced with storm sewer pipe conveyance. The project also requires complete excavation of the substandard roadway pavement section, subgrade stabilization and reconstruction of the new pavement section which includes PCC shouldering. A consistent roadway profile is desired to complement the improved ditches. The project shall also include the overlay or wholesale removal and replacement of the existing multi-use path along 88th Avenue within the project limits, including construction of new concrete ADA ramps at roadway intersections where applicable. Selective removal and replacement of hazardous PCC sidewalk sections along 88th Avenue must also occur.

Scope of Work

The project will be divided into the following tasks:

Task 1 – Topographic Survey

V3 will perform topographic survey of the project area including ROWs and selected rear yard areas. The survey will include:

- Horizontal and vertical control
- Existing Right-of-Way: Establish the approximate existing right-of-way boundary of the roadways within the project limits based on monumentation found in the field, subdivision plats and any other available information.

- Utility Survey and Coordination: All existing receiving storm sewers will be surveyed to determine rim and invert elevations and pipe sizes. We understand that Orland Park has GIS data of the storm system to assist in guiding the field survey collection. Above ground facilities of any additional underground utilities including water main, gas, electric, cable, etc. will also be located.
- Base Mapping: Compile all of the above information into base mapping that is representative of existing conditions.

Task 2 - Pre-Final / Final Engineering

V3 will prepare preliminary engineering plans in accordance with Village and IDOT design criteria:

- Proposed ditches shall maintain a minimum 1% longitudinal slope and 3:1 side slopes or be replaced with storm sewer pipe conveyance.
- Driveway culverts will be replaced.
- Roadway pavement sections will be reconstructed to Village standards.
- Repair or replacement of the 88th Avenue multi-use path.
- Removal and replacement of selected ADA ramps and PCC sidewalk sections along 88th Avenue.

Preliminary plans, specifications, and opinion of probable cost will be submitted to the Village for review. After completion of preliminary engineering, V3 will meet with Village staff to review their comments on the preliminary submittal. V3 will update the engineering plans and finalize the contract documents and cost estimate. We understand that the exact letting date will be determined at this time and a construction schedule will be provided.

Clarifications:

 We understand that the Village will provide supplemental soil borings and geotechnical report of the existing pavement section conditions. Geotechnical investigation is not included in this proposal scope.

Task 3 – Utility Coordination and Permitting

V3 will identify utilities that may have facilities within the project limits and send a Preliminary Utility Request to known utility companies. Based on the information received, utility locations will be added to the pre-final engineering plans and any potential conflicts will be identified. The design will be adjusted as necessary to minimize the potential for conflicts. V3 will also coordinate with the utility companies during the final engineering phase to confirm conflicts (or lack thereof) and any relocation needs.

We understand that the Village has jurisdiction over the majority of the areas where work is proposed. However, there are areas within mapped regulatory floodplain and floodway that will require coordination with MWRD and IDNR-OWR. There is also a section of the project located within the Village of Orland Hills. V3 will coordinate with these entities as necessary to secure approvals for the proposed project. V3 will also prepare a Stormwater Pollution Prevention Plan (SWPPP) consistent with NPDES requirements and submit to the Illinois Environmental Protection Agency (IEPA).

Clarifications:

o Permit or review fees charged by regulatory agencies are not included in the proposed budget and will be paid directly by the Village.

 We expect that the project may be designed such that no hydrologic or hydraulic modeling of Tinley Creek will be required. If final design of the ditches requires any regulatory hydraulic modeling, this may be performed as part of separate agreement with the Village.

Compensation

V3 shall invoice the City per the attached General Terms and Conditions. A detailed hourly cost breakdown is enclosed with this proposal.

	Task	Fee
Task 1	Topographic Survey	\$26,390
Task 2	Pre-Final/Final Engineering	\$108,340
Task 3	Utility Coordination and Permitting	\$14,950
	Reimbursables	\$100
	Total Fee:	\$149,780

We appreciate the opportunity to present this proposal and look forward to working with the Village of Orland Park on this project.

Sincerely,	Accepted For:
V3 COMPANIES, LTD.	VILLAGE OF ORLAND PARK
D. Vogel	BY:
David E. Vogel, P.E. Project Manager	TITLE:
DEV/	
Attachments	DATE:



VILLAGE OF ORLAND PARK

Fernway Road & Ditch Reconstruction **September 10, 2021**

											SUMMARY
	tion: Rate:	Senior PM \$205.00	Project Manager II \$170.00	Project Manager I \$155.00	Design Engineer I/II \$100.00	Admin Assistant \$60.00	CAD Technician \$100.00	Project Surveyor \$110.00	2-Man Crew \$195.00	1-Man Crew \$195.00	TASK SUBTOTALS
TASK											
1.Survey Services											
Topographic Survey		22						50	60	24	156
Ho	ours	22	0	0	0	0	0	50	60	24	156
	Fee	\$4,510.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,500.00	\$11,700.00	\$4,680.00	\$26,390.00
2. Pre-Final/Final Engineering Plans/Specificati	ions										
Plan Preparation			50		670		60				780
Drainage Design				40	90						130
Cost Estimates			2		10						12
Contract Documents & Special Provisions			10		40						50
QA/QC			8								8
Meetings (Attendance & Preparation)			12		12						24
He	ours	0	82	40	822	0	60	0	0	0	1004
	Fee	\$0.00	\$13,940.00	\$6,200.00	\$82,200.00	\$0.00	\$6,000.00	\$0.00	\$0.00	\$0.00	\$108,340.00
3. Utility Coordination and Permitting											
Utility Coordination			10	10	16		10				46
Permitting				20	60						80
Ho	ours	0	10	30	76	0	10	0	0	0	126
	Fee	\$0.00	\$1,700.00	\$4,650.00	\$7,600.00	\$0.00	\$1,000.00	\$0.00	\$0.00	\$0.00	\$14,950.00
BASE PROPOSAL TOTALS					200						1000
BASE PROPOSAL TOTALS		22	92	70	898	0	70	50	60	24	1286
						\$149,680.00					
Reimbursables											\$100.00
1101111041040100											· ·
											# \$149,780.00



September 10, 2021

Mr. Kevin Lehmann Engineer – Public Improvements Technician Village of Orland Park 15655 S. Ravinia Avenue Orland Park, Illinois 60462

Subject: Village of Orland Park - Fernway Road & Ditch Reconstruction - Phases 7, 8, and 9 Engineering Services

Dear Mr. Lehmann:

The Village of Orland Park and Baxter & Woodman, Inc. have proven to be an effective team for designing infrastructure improvements, and confirming your vision becomes reality during construction oversight. Our staff is familiar with the design challenges of the Fernway Subdivision, and we are ready to leverage our experience to complete the final phases of this project. We are pleased to submit this proposal to the Village to perform design engineering for roadway and stormwater improvements at the following locations:

<u>Road</u>	<u>Limits</u>	Length (feet)
Sherwood Drive	163 rd Street to Laurel Drive	459
Sherwood Drive	Laurel Drive to 339' North	339
161st Place	88th Avenue to Laurel Drive	620
Laurel Drive	Sherwood Drive to 162nd Street	470
Laurel Drive	62 nd Street to 161 st Street	333
Laurel Drive	161st Street to 212' North	212
162 nd Street	88th Avenue to Laurel Drive	798
Chadbourd Drive	90th Avenue to 89th Avenue	772
Chadbourd Drive	89th Avenue to 88th Avenue	477
Byron Drive	Chadbourn Drive to 171' South	171
89th Avenue	Chadbourn Drive to 164th Street	626
90 th Avenue	Chadbourn Drive to 164th Street	628
164 th Street	Byron Drive to 89th Avenue	191
164 th Street	89th Avenue to 88th Avenue	464
164 th Street	90th Avenue to 89th Court	387
164 th Street	89th Court to Byron Drive	197
Byron Drive	164th Street to 163rd Street	456
163 rd Street	Byron Drive to 640' West	640
163 rd Street	Byron Drive to 88th Avenue	633
89th Court	164th Street to 194' South	194

Our project understanding, scope of services, and engineering fee are presented below.



Project Understanding

The Village plans to reconstruct the above roads and add an 18-inch wide concrete ribbon curb/shoulder to help support the pavement edges. The Village also plans to improve the stormwater management system at the locations listed above. Design engineering will consist of a topographical survey, field evaluation, review of geotechnical data, preparation of plans, specifications, construction cost estimate, and bid documents.

Construction layout will be performed by a resident project representative during the construction phase under a separate construction engineering services contract. Construction services are not included in this scope of work.

Scope of Services

1. PROJECT INITIATION AND DATA COLLECTION

- A. TOPOGRAPHIC SURVEY Perform topographic survey within the project limits including driveways and cross streets. Storm sewers will be surveyed to determine rim and invert elevations, as well as pipe sizes. State plane coordinates and NAVD 88 will be used for horizontal and vertical controls.
- B. FIELD EVALUATION Perform a field evaluation of the existing conditions. At driveway locations, the following tasks will be completed:
 - 1) Estimate quantities for driveway patching
 - 2) Identify existing condition of mailboxes and record photo log
 - 3) Identify other appurtenances such as curbs and headwalls that may be affected
- C. MULTI-YEAR PROGRAM CARRYOVER Village and construction staff will be consulted to apply *lessons learned* during construction of the previous year's section.
- D. UTILITIES Contact JULIE for potentially impacted utility companies. Initiate utility coordination by contacting utility companies that have facilities along the project limits and requesting utility atlas maps. Potential conflicts will be identified, avoided when feasible, and relocations will be coordinated when necessary.

2. ENVIRONMENTAL COORDINATION AND PERMITTING

A. EcoCAT - Submit an EcoCAT information request through the Illinois Department of Natural Resources (IDNR) website to identify potentially impacted natural resources. Should potential impacts be identified, consultation may be required. Providing additional project information and fees as may be required for consultation are not included in the scope of this Project and would be a separate expense to the Village if required. Unique design measures to mitigate impacts from the EcoCAT will also be considered additional services.



- B. HISTORIC PRESERVATION COORDINATION Submit necessary documentation to the Illinois Historical Preservation Agency (IHPA) to obtain a "no significant historical resources" statement for the area of the Project.
- C. CLEAN CONSTRUCTION OR DEMOLITION DEBRIS (CCDD) The contractor will provide testing during construction to comply with Form 663. CCDD testing and completion of Form 663 is not included in this scope, and the amount of potentially contaminated soils will be determined during construction.
- D. NPDES, SWPPP, IEPA Complete Stormwater Pollution Prevention Plan (SWPPP) and Notice of Intent (NOI), and obtain National Pollutant Discharge Elimination System (NPDES) permit from Illinois Environmental Protection Agency (IEPA). Erosion Control Plan Sheets are not anticipated to be required; rather, this work will be described using Notes and Standard Drawings.
- E. We understand that work in the regulatory floodplain will require coordination with Illinois Department of Natural Resources Office of Water Resources (INDR-OWR) and a permit if necessary. We understand that compliance with Metropolitan Water Reclamation District of Greater Chicago (MWRDGC) Watershed Management Ordinance (WMO) requirements will require coordination and a permit if necessary. It is anticipated that work near crossings of Tinley Creek will not include work with the *Waters of the U.S.*, and work related to USACE permitting and wetland impacts mitigation is not included in this scope.

3. STORMWATER ANALYSIS AND DESIGN

- A. STORMWATER ANALYSIS Ditch grading calculations will be developed based on existing hydrology, with ditches modeled to confirm clearance. Compensatory storage calculations will be computed for areas within Zone AE floodway and floodplain of Tinley Creek. Driveway and road culverts will be sized according to modeling calculations.
- B. DESIGN DEVELOPMENT Perform watershed delineations, ditch calculations, and culvert calculations; assess the need for closed drainage via storm sewers. Information (grades, profiles, pay items, quantities, and specifications) necessary to incorporate the proposed stormwater design into the contract plans will be determined.

4. PLAN PREPARATION

- A. PAVEMENT REHABILITATION The Village will obtain Pavement Core Samples and Soil Borings. This information will be reviewed to determine if remedial treatments or modifications to the pavement and/or aggregate base are necessary. Eighteen-inch (18") wide concrete ribbon curbs/shoulders or barrier curb and gutter (at intersection radius returns only) will be added.
- B. SPECIFICATIONS Prepare special provisions in accordance with Village guidelines to specify items not covered by the Standard Specifications for Road and Bridge Construction.



- C. DETAILED DRAWINGS Complete required plan sheets necessary for bidding including: Cover, General Notes, Summary of Quantities, Typical Sections, Cross Sections, and Construction Details.
- D. FINAL PLANS Prepare bidding documents consisting of plan view schematics, Contract Proposal, Schedule of Prices, and Engineer's Estimate of Cost.
- 5. BIDDING ASSISTANCE Provide design assistance and clarification for bid documents. Assist the Village with coordination and scheduling during the bid process. Provide documents for bidding and assist the Village in solicitation of bids from as many qualified bidders as possible, attend bid opening to receive and evaluate bids, tabulate bids, and make a recommendation to the Village for an award of contract.
- 6. QC/QA Perform in-house peer and milestone reviews of analysis and design by senior staff prior to submittals and finalization of contract documents.
- 7. PROJECT MANAGEMENT Plan, schedule, and control the activities that must be performed to complete the Project including budget, schedule, and scope. Coordinate with Village and project team to confirm the goals of the Project are achieved. Prepare and submit monthly invoices and provide regular updates to the Village.

Engineering Fee

The Owner shall pay the Engineer for the services performed or furnished as stated above, based upon the Engineer's standard hourly billing rates for actual work time performed plus reimbursement of out-of-pocket expenses including travel, which in total will not exceed **\$199,990**. All terms and conditions of the Master Agreement dated October 1, 2020, with the Village of Orland Park shall apply.

We appreciate the opportunity to work with the Village of Orland Park on this important Project, and we are available to begin work immediately upon your notice to proceed. We anticipate completing the above scope of services within six months of receiving the notice to proceed. It is anticipated that the notice to proceed will be given in late summer/fall, design activities will occur during fall/winter; and construction will occur in spring 2022. If you find this proposal acceptable, please sign one copy and return for our files.



Please do not hesitate to contact me at 815-444-3370 or ddabros@baxterwoodman.com or Jay Coleman at 815-444-3277 or jcoleman@baxterwoodman.com if you have any questions or need additional information.

Sincerely,

BAXTER & WOODMAN, INC. CONSULTING ENGINEERS

Dennis Dabros, P. E. Vice President

Attachment

	VILLAGE OF ORLAND PARK, II
AUTHORIZED BY:	
TITLE:	
DATE:	

Village of Orland Park Fernway Road & Ditch Reconstruction Phases 7, 8 and 9 Labor Total Hours Labor Expense Category Compensation **Overall Project Total** 199,990.00 1,465.00 193,465.00 6,525.00 01 Project Initiation and Data Collection 312.00 37,580.00 975.00 38,555.00 Engineer V 16.00 2,960.00 16.00 2,720.00 Engineer IV 20.00 2,200.00 Engineer I 100.00 12,500.00 Survey Manager 12,000.00 Surveyor, Project 120.00 40.00 5,200.00 CADD Tech III 02 Environmental Coordination and Permitting 242.00 33,980.00 5,450.00 39,430.00 Engineer V 40.00 7,400.00 16.00 2,720.00 Engineer IV 170.00 22,100.00 Engineer II 16.00 1,760.00 Engineer I 49,350.00 03 Stormwater Analysis and Drainage Design 350.00 49,450.00 100.00 70.00 12,950.00 Engineer V 280.00 Engineer II 36,400.00 04 Plan Preparation 475.00 56,825.00 0.00 56,825.00 Engineer V 25.00 4,625.00 50.00 8,500.00 Engineer IV 80.00 12,000.00 Engineer III 180.00 19,800.00 Engineer I 140.00 11,900.00 Engineer Tech I 05 Bidding Assistance 20.00 3,520.00 0.00 3,520.00 8.00 Engineer V 1,480.00 Engineer IV 12.00 2,040.00 06 QC/QA 32.00 5,920.00 0.00 5,920.00 Engineer V 24.00 4,440.00 1,480.00 8.00 Engineer V 07 Project Management 34.00 6,290.00 0.00 6,290.00 Engineer V 34.00 6,290.00



Proposal for

Fernway Road & Ditch Reconstruction Phases 7, 8 and 9



Table of Contents

1. Scope of Services

2. Proposal

Cost Estimate and Consultant Services Staff Hours Rates

Indirect Costs



Scope of Services

Ciorba Group's Project Team has the technical expertise required by the Village of Orland Park to complete the Phase II design engineering services for the Fernway Road and Ditch Reconstruction Phase 7, 8 and 9 project. Ciorba Group will follow the requirements and scope of services as outlined in the Village's RFP and as described below.

1. Meetings, Coordination and Data Collection

Ciorba Group will attend an initial kick off meeting with the Village to review the proposed scope of improvements, engineering parameters, and project schedule. Prior to this meeting, Ciorba will request the following information to be provided at the meeting if possible: Electronic copies of standard Village specifications, contract conditions and details; Village public utility atlases and GIS data; any available right of way information; and historic as-built plans. An additional meeting will be scheduled with the Village to discuss plan review comments.

Coordination will be conducted with the Village, ILAW and the various private utility companies with facilities within the project limits. We will obtain atlases from private utility companies once Notice to Proceed is received from the Village. This information will be added onto our base sheets with the drafted topographic survey data. A critical item is to identify any private utility adjustments or relocations as soon as possible. During design, the staff will identify any potential conflicts so that the utility company can be contacted immediately to verify the conflict. Utility coordination will go beyond contacting the various companies about potential adjustments of their facilities. Once verified, we will request the private utility company develop a schedule for the adjustment or relocation to avoid delaying the start of construction. We will also discuss with utility companies any known future improvements planned for the project area so that the work can be coordinated with the roadway construction.

2. Topographic Survey and Base Sheet Preparation

Horizontal and vertical topographic survey will be completed the entire length of each street in the project. Survey tasks will include setting horizontal and vertical control; establishing the approximate existing right-of-way boundary based on monumentation found in the field and other records; isolated survey of rear yards; and obtaining public utility information and conditions. Collecting storm sewer and sanitary sewer manhole inverts and frame elevations will be important to identify potential conflicts.

Once the survey is completed, the topographic data will be used to develop base sheets for the design plan preparation.

3. Preliminary Plans, Specifications and Cost Estimates

Ciorba Group will prepare preliminary plans, specifications, and cost estimates for submittal to the Village for review. The plans will include but are not limited to: Title Sheet; General Notes; Summary of Quantities; Typical Sections; Maintenance of Traffic Notes and Details, Plan and Profile; Erosion Control Plan; Quantity Schedules; Cross Sections; and Special Details. All specifications will conform to the IDOT Standard Specifications for Road and Bridge Construction and Village of Orland Park requirements. Special Provisions will be prepared for pay items not addressed by the Standard Specifications. A Status of Utilities will be included in the specifications. An Estimate of Time and an Opinion of Probable Cost will be prepared for this submittal. Before the preliminary PS&E are submitted to the Village, a QC/QA Engineer not associated with the project's day to day work efforts will review the documents in accordance with the established QC/QA Plan.

Information will be requested from the Village's Public Works Department on any reported drainage issues. Ciorba will investigate these reports and develop improvement concepts for Village review. As directed, the improvement concepts will be incorporated into the plans. Maintenance of traffic plans will consist of IDOT standards as well as notes and special details. The Village will provide supplemental soil borings and geotechnical report of the existing pavement section conditions.

4. Permits

Ciorba will submit permit applications to the necessary regulatory agencies. We anticipate that only a National Pollutant Discharge Elimination System (NPDES) permit and Storm Water Pollution Prevention Plan (SWPPP) with Notice of Intent (NOI) will be prepared for submittal. If any sanitary sewers or structures will be impacted during construction, we will work with ILAW to replace or adjust any of their facilities in accordance with their requirements.

5. Final Plans, Specifications and Cost Estimates

The PS&E will be revised per Village comments on the preliminary documents. After a last QC/QA review, the final PS&E will be submitted to the Village for bid letting review. Final last-minute adjustments will be made to the documents if required by the Village.

Ciorba Group anticipates that the final plans, specifications, and cost estimates will be completed and approved by the Village on schedule for a spring 2022 start of construction. Our design goal for the roadway and ditch improvements will be to minimize impacts to both private and public utilities and thereby avoid delays to the start of construction.



Cost Estimate and Consultant Services

Client: Village of Orland Park	Date: 9/10/2021

ITEM	MANHOURS	F	PAYROLL	(2.8) TIMES PAYROLL	DIRECT	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
	(A)		(B)	(C)	(D)	(E)	(C+D+E)	
Meetings, Coordination & Data Collection	33	\$	1,474.99	\$ 4,129.97	\$ 73.60		\$ 4,203.57	2.27%
Topographic Survey	202	\$	8,445.65	\$ 23,647.81	\$ 1,336.80		\$ 24,984.61	13.52%
Water Resources and Permitting	328	\$	12,925.26	\$ 36,190.74			\$ 36,190.74	19.58%
Engineering Plans	963	\$	37,835.14	\$ 105,938.39			\$ 105,938.39	57.31%
QC/QA	32	\$	2,720.00	\$ 7,616.00			\$ 7,616.00	4.12%
Project Management & Administration	30	\$	2,110.02	\$ 5,908.06			\$ 5,908.06	3.20%
TOTALS	1588	\$	65,511.06	\$ 183,430.96	\$ 1,410.40		\$ 184,841.36	100.00%



Staff Hours

										_
Sub-Task Activity		Grand Total	Principal	Project Manager	Project Engineer	Senior Engineer	Engineer II	Engineer I	Senior Technician	
•		1588	10	165	51	160	714	304	152	Ī
Meetings, Coordination & Data Collection	Task Total:	33		11			22			Ī
										l
010 Meetings	Subtotal:	8		4			4			l
ore meetings	oubtotui.	٠		7			-			l
Meetings with Village - 2 meetings		8		4			4			
										l
011 Coordination	Subtotal:	21		7			14			
on cooluliation	Subtotal.	21		,			14			l
Coordination with Village		8		4			4			
Coordination with Utilities including ILAW		10		2			8			Ĺ
Submit Plans to Utilities		3		1			2			L
										l
012 Data Collection	Subtotal:	4					4			l
										L
Obtain Utility Atlases		4					4			L
										l
										L
Topographic Survey	Task Total:	202		1	5	8	20	16	152	
020 Field Survey	Subtotal:	174		1	5		12	16	140	
										╀
Project Setup		6			1				4	Ļ
				1			-			
Site Visits by Staff		8			4		4			╀
Establish Control Points and Ties		40			4		8		32	ļ
Establish Control Points and Ties Horizontal Topography		40 48		-	4				48	-
Establish Control Points and Ties Horizontal Topography Cross Sections @ 50' Intervals		40 48 32			4				48 32	
Establish Control Points and Ties Horizontal Topography Cross Sections @ 50' Intervals Supplemental Survey		40 48 32 8			4			16	48 32 8	
Establish Control Points and Ties Horizontal Topography Cross Sections @ 50' Intervals		40 48 32			4			16	48 32	
Establish Control Points and Ties Horizontal Topography Cross Sections @ 50' Intervals Supplemental Survey Utility Structure Inventory		40 48 32 8			4			16	48 32 8	
Establish Control Points and Ties Horizontal Topography Cross Sections @ 50' Intervals Supplemental Survey	Subtotal:	40 48 32 8			4	8		16	48 32 8	
Establish Control Points and Ties Horizontal Topography Cross Sections @ 50' Intervals Supplemental Survey Utility Structure Inventory	Subtotal:	40 48 32 8 32 28			4	8	8	16	48 32 8 16	
Establish Control Points and Ties Horizontal Topography Cross Sections @ 50' Intervals Supplemental Survey Utility Structure Inventory 021 Process Survey Information Down Loading Total Station	Subtotal:	40 48 32 8 32 28			4	8	8	16	48 32 8 16	
Establish Control Points and Ties Horizontal Topography Cross Sections @ 50' Intervals Supplemental Survey Utility Structure Inventory	Subtotal:	40 48 32 8 32 28			4		8	16	48 32 8 16	
Establish Control Points and Ties Horizontal Topography Cross Sections @ 50' Intervals Supplemental Survey Utility Structure Inventory 021 Process Survey Information Down Loading Total Station	Subtotal:	40 48 32 8 32 28			4		8	16	48 32 8 16	
Establish Control Points and Ties Horizontal Topography Cross Sections @ 50' Intervals Supplemental Survey Utility Structure Inventory 021 Process Survey Information Down Loading Total Station	Subtotal:	40 48 32 8 32 28			4		8	16	48 32 8 16	
Establish Control Points and Ties Horizontal Topography Cross Sections @ 50' Intervals Supplemental Survey Utility Structure Inventory 021 Process Survey Information Down Loading Total Station Create Digital Terrain Model	Subtotal:	40 48 32 8 32 28		12	4		8	16	48 32 8 16	
Establish Control Points and Ties Horizontal Topography Cross Sections @ 50' Intervals Supplemental Survey Utility Structure Inventory 021 Process Survey Information Down Loading Total Station		40 48 32 8 32 28 28 12				8	8 8		48 32 8 16	
Establish Control Points and Ties Horizontal Topography Cross Sections @ 50' Intervals Supplemental Survey Utility Structure Inventory 021 Process Survey Information Down Loading Total Station Create Digital Terrain Model Water Resources and Permitting	Task Total:	40 48 32 8 32 28 12 16		12	44	8	8 8 8	104	48 32 8 16	
Establish Control Points and Ties Horizontal Topography Cross Sections @ 50' Intervals Supplemental Survey Utility Structure Inventory 021 Process Survey Information Down Loading Total Station Create Digital Terrain Model		40 48 32 8 32 28 28 12				8	8 8		48 32 8 16	
Establish Control Points and Ties Horizontal Topography Cross Sections @ 50' Intervals Supplemental Survey Utility Structure Inventory 021 Process Survey Information Down Loading Total Station Create Digital Terrain Model Water Resources and Permitting 031 Stormwater Facility Design	Task Total:	40 48 32 8 32 28 12 16		12	44	8	8 8 8 108	104	48 32 8 16	
Establish Control Points and Ties Horizontal Topography Cross Sections @ 50' Intervals Supplemental Survey Utility Structure Inventory 021 Process Survey Information Down Loading Total Station Create Digital Terrain Model Water Resources and Permitting	Task Total:	40 48 32 8 32 28 12 16 328 316		12	44	60	8 8 8	104	48 32 8 16	
Establish Control Points and Ties Horizontal Topography Cross Sections @ 50' Intervals Supplemental Survey Utility Structure Inventory 021 Process Survey Information Down Loading Total Station Create Digital Terrain Model Water Resources and Permitting 031 Stormwater Facility Design Ditch, Culvert and Storm Sewer Hydraulic Design	Task Total:	40 48 32 8 32 28 12 16		12 12 10	44 40 30	60	8 8 8 108	104 104 80	48 32 8 16	
Establish Control Points and Ties Horizontal Topography Cross Sections @ 50' Intervals Supplemental Survey Utility Structure Inventory 021 Process Survey Information Down Loading Total Station Create Digital Terrain Model Water Resources and Permitting 031 Stormwater Facility Design Ditch, Culvert and Storm Sewer Hydraulic Design Erosion and Sediment Control Notes and Schedules	Task Total: Subtotal:	40 48 32 8 32 28 12 16 328 316 280 36		12 12 10	44 40 30 10	60	8 8 8 108 100 100	104 104 80	48 32 8 16	
Establish Control Points and Ties Horizontal Topography Cross Sections @ 50' Intervals Supplemental Survey Utility Structure Inventory 021 Process Survey Information Down Loading Total Station Create Digital Terrain Model Water Resources and Permitting 031 Stormwater Facility Design Ditch, Culvert and Storm Sewer Hydraulic Design	Task Total:	40 48 32 8 32 28 12 16 328 316		12 12 10	44 40 30	60	8 8 8 108	104 104 80	48 32 8 16	



Sub-Task Activity	Grand Total	Principal	Project Manager	Project Engineer	Senior Engineer	Engineer II	Engineer I	Senior Technician	QC/QA Engineer
								- 0,	
Engineering Plans Task Tota	963		121	2	92	564	184		
055 Contract Plans Subtota	l: 66		8			10	48		
Title Sheet	8					2	6		
General Notes/Index/IDOT Highway Standards List	10		2				8		
Summary of Quantities	12		2				10		T
Typical Sections	26		2			4	20		
Plan Assembly - 2 Submittals	4						4		T
Disposition of Comments - 2 Submittals	6		2			4			T
056 Roadway and Drainage Plans Subtota	1: 722		78		80	486	78		
Schedule of Quantities	30		6			12	12		
Maintenance of Traffic Notes and Details	8		2				6		
Proposed Plan and Profile Sheets (1"=20')	300		50			190	60		Т
Details including IDOT Standards	34		10			24			
Cross Sections (50' Intervals, 8 X-Sec/Sheet)	350		10		80	260			
058 Quantity Calculations Subtota	l: 115		7	2	12	36	58		
Quantities (Removals)	23				2	4	17		
Quantities (Earthwork)	24		2		2	20			
Quantities (Proposed Plan)	40		4			12	24		
Quantities (Water Resources)	28		1	2	8		17		<u> </u>
059 Specifications & Estimates Subtota	l: 60		28			32			
Specifications and Contract Documents	40		20	 		20	 		T
Estimate of Time (Pre-final & Final)	6		2			4			\vdash
Estimate of Cost (Pre-final & Final)	14		6			8			\vdash
. QC/QA Task Tota	1: 32								3
090 QC/QA Subtota									32
Roadway	16							<u> </u>	16
Water Resources	16							<u> </u>	16



Task	Sub-Task Activity		Grand Total	Principal	Project Manager	Project Engineer	Senior Engineer	Engineer II	Engineer I	Senior Technician	QC/QA Engineer
5.	Project Management & Administration	Task Total:	30	10	20						
	100 Project Management & Administration	Subtotal:	30	10	20						
	Project Administration		15	5	10						
	Project Management		15	5	10					ĺ	



Rates

CLASSIFICATION	CURRENT RATE	ESCALATED RATE
Principal	\$83.50	\$84.50
Project Manager	\$62.50	\$63.25
Project Engineer	\$51.00	\$51.61
Senior Engineer	\$44.50	\$45.03
Engineer II	\$35.00	\$35.42
Engineer I	\$32.00	\$32.38
Senior Technician	\$42.50	\$43.01
QC/QA Engineer	\$84.00	\$85.00



Indirect Costs

Meetings, Coordination & Data Collection

Description	Unit	Unit (Cost	Quantity	Extended Cost		
Vehicle (mileage)	mile	\$	0.575	128	\$	73.60	

Total: \$ 73.60

Topographic Survey

Description	Unit	Un	it Cost	Quantity	Exte	ended Cost
Vehicle (mileage)	mile	\$	0.58	64	\$	36.80
Vehicle (day)	day	\$	65.00	20	\$	1,300.00

Total: \$ 1,336.80



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 W Higgins Road, Suite 600 Rosemont, Illinois 60018-4920 Tel (847) 823-0500 Fax (847) 823-0520

September 9, 2021

Village of Orland Park Public Works Department 15655 Ravinia Avenue Orland Park, IL 60462

Attention: Mr. Kevin Lehmann – Public Improvement Tech II

Subject: Proposal for Professional Engineering Services for

Fernway Road & Ditch Reconstruction Phases 7, 8 and 9

Dear Mr. Lehmann:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to submit this proposal to provide professional engineering services for the Fernway Road and Ditch Reconstruction of Phases 7, 8 and 9 as outlined by the Village of Orland Park (Village). This proposal includes our Understanding of the Assignment, Scope of Services and Fee.

UNDERSTANDING OF ASSIGNMENT

The Fernway Subdivision stormwater management system is an open drainage system that outlets to Tinley and Midlothian Creeks which traverse the neighborhood. CBBEL previously completed stormwater ditch designs for the areas bound by 171st St. to the south, 164th PI to the North, 88th Ave to the west, and Village limits to the east. CBBEL also designed the 2021 improvements of Fernway which is currently under construction and is bound by 163rd St. to the North. The Village would like to extend the previous work out into the neighborhood by reestablishing the culvert and ditch flow lines that are critical to the effective functionality of an open drainage system. This proposal is for the regional drainage ditch design outlined as "2022, 2023, and 2024 sections", within drainage areas #5, #6, and the remaining area of #4. In addition to this regional drainage design, this proposal includes the roadway reconstruction design for these sections. We understand that the Village will use general funds, therefore IDOT approval will not be required.

To complete an accurate, bid worthy design for the regional drainage design and the roadway design, CBBEL proposes to perform an aerial topographic survey with ground culvert verification for the road and ditch program. This survey will be similar to the previous program year's survey for area #4.

It is important to note that this project will be designed to accommodate general overland flow and nuisance flooding (temporary standing water in poorly graded ditches) it is not intended to solve the flooding issues in large rain events. Because this neighborhood lies within the floodplain/drainage area of both Midlothian and Tinley Creeks, solving the flooding from large storm events would require a significantly larger amount of infrastructure, land and design engineering.

SCOPE OF SERVICES

Based on our experience with similar projects, our anticipated scope of services is detailed below:

<u>Task 1 – Topographic Survey</u>: CBBEL will perform a topographic survey of the areas outlines above as "Area 5", "Area 6", and the remaining portion of "Area 4". The survey will consist of a combination of an aerial drone survey to obtain surface elevations, supplemented with ground survey to obtain horizontal and vertical control points, approximate right-of-way, and driveway and roadway culverts and storm sewer information. The survey will be used to determine the drainage improvements that would be necessary to accommodate overland flow and reduce nuisance flooding. The survey will include:

- Horizontal Control: Utilizing state plane coordinates, CBBEL will set recoverable primary control utilizing state of the art GPS equipment based on NGS Control Monumentation.
- Vertical Control: CBBEL will establish benchmarks and assign elevations to the horizontal control points. This will be based on GPS observed Cook County Control Monumentation (NAVD'88 vertical control datum).
- Existing Right-of-Way: CBBEL will establish the approximate existing right-of-way of the roadways within the project limits based on monumentation found in the field, plats of highways, subdivision plats and any other available information.
- Utility Survey and Coordination: All existing storm sewers will be surveyed to determine rim and invert elevations and pipe sizes. Above ground facilities of any additional underground utilities including water main, gas, electric, cable, etc. will also be located.
- Base Mapping: CBBEL will compile all of the above information onto one base map at 1"=20' scale that is representative of existing conditions.

<u>Task 2 – Utility Coordination</u>: CBBEL will identify utilities that may have facilities within the project limits and send a Preliminary Utility Request to known utility companies to obtain pertinent information. Based on the information received from the utility companies, CBBEL will include locations of facilities on the plans, identify potential conflicts with the proposed project and design the proposed improvements to minimize utility conflicts.

<u>Task 3 – Preliminary Engineering</u>: Using Tasks 1-2 deliverables, CBBEL will prepare Preliminary Engineering plans. The plans will be prepared in accordance with Village and IDOT design criteria. The plans are anticipated to include the following sheets:

Sheet Hours	Average Hours/	Area remaining #4, #5 and #6		
Sileet nours	Sheet	# of Sheets	Hours	
Title Sheet	8	1	8	
General Notes/ Summary of Quantities/ Typical Sections	8	6	48	
Alignment Ties & Benchmarks	8	3	24	
Roadway and Ditch Plan & Profile Grading Sheets 1"=20'	20	24	480	
Erosion Control Plan	16	3	48	
Quantity Schedules	16	6	96	
Cross-Sections	4	45	180	
Construction Details	4	2	8	
Specifications	(20)	_	20	
Opinion of Probable Costs/Quantity Calculations	(24)	_	24	
QA/QC	_	-	12	
TOTALS	90	948		

Preliminary Plans, Specifications and opinion of probable cost will be submitted to the Village for review. This task includes one review meeting with Village Staff.

<u>Task 4 – Permitting</u>: Although the Village has jurisdiction over the majority of the areas where work is proposed, several other agencies and/or municipalities are located in one or more of the sub-watersheds. As needed to permit and/or construct the proposed improvements, CBBEL will coordinate with Metropolitan Water Reclamation District of Greater Chicago (MWRDGC), Cook County, Illinois Department of Natural Resources – Office of Water Resources (INDR-OWR), Illinois Department of Transportation (IDOT), Tinley Park, and Orland Hills. CBBEL will also prepare a Stormwater Pollution Prevention Plan (SWPPP) consistent with the requirements of the Village's NPDES Phase II permit and submit it to the Illinois Environmental Protection Agency (IEPA).

<u>Task 5 – Final Engineering</u>: Upon meeting with the Village Staff to review their comments on the preliminary submittal, CBBEL will revise and finalize the contract documents and cost estimate. During this task, the exact letting date will be determined and an estimated construction schedule will be provided.

<u>Task 6 – Local Agency Coordination/QA-QC/Administration</u>: Although the Village owns the majority of the roadways where most of the work is proposed, there may be a need for coordination with adjacent municipalities or Cook County. CBBEL will meet and/or coordinate with all local governmental agencies as needed throughout the course of the design to obtain concurrence and /or approval for the proposed activities. All QA/QC aspects and project administration is included under this item.

<u>Task 7 – Bid Assistance</u>: CBBEL will assist the Village in advertising for bids, distribute plans and specifications to all bidders, and be present at the bid opening. CBBEL will review and tabulate all of the bids and make a recommendation of award.

FEE ESTIMATE

The estimated costs for the tasks provided above are as follows:

Task	Description	Are	ea #4
1	Topographic Survey	\$	45,800
2	Utility Coordination	\$	5,500
3	Preliminary Engineering	\$	118,000
4	Permitting	\$	4,000
5	Final Engineering	\$	36,000
6	Local Agency Coordination/QA-QC/Administration	\$	3,600
7	Bid Assistance	\$	1,800
	Sub Total	\$	214,700
	Direct Costs	\$	800
	Total	\$	215,500

We will establish our contract in accordance with the Master Agreement and associated rates for the Village of Orland Park.

Please sign and return one copy of this agreement as an indication of acceptance and notice to proceed. Please feel free to contact us anytime.

Sincerely,

Michael E. Kerr, PE	
President	

MM

THIS PROPOSAL ACCEPTED FOR THE VILLAGE OF ORLAND PARK: BY:

TITLE: _____

DATE:





September 10, 2021

Mr. Kevin Lehmann Engineer-Public Improvement Technician Village of Orland Park Public Works Department 15655 South Ravinia Avenue Orland Park, IL 60462

Re: Fernway Road and Ditch Reconstruction Phases 7, 8, and 9

Dear Mr. Lehmann:

This proposal presents Strand Associates, Inc.®'s anticipated Scope of Services and associated compensation for providing Phase 2 design engineering of the Fernway Subdivision Road and Ditch Reconstruction for Phases 7, 8, and 9 in the Village of Orland Park.

Project Understanding

It is our understanding this project involves design and permitting for roadway and drainage improvements within drainage subareas 4, 5, and 6 in the Fernway Subdivision. The project covers approximately 9,000 feet of residential roadway and the improvements include complete roadway reconstruction, replacement of all driveway and roadway drainage culverts, and regrading all roadway ditches to drain. The project also includes a combination of spot removal and replacement and overlay of the 88th Avenue multi-use path from Robinhood Drive north to 161st Street.

Scope of Services

Proposed services can be described as follows.

Design Services

- 1. Attend one project startup and kickoff meeting with the Village to discuss project scope and schedule, gather supporting information, including utility and plat mapping, previous project examples, and current Village standards, and to discuss particular project features and amenities preferred by the Village.
- 2. Prepare and distribute meeting minutes from the kickoff meeting.
- 3. Perform a site topographic survey. Survey will extend between rights-of-way on the roadways in drainage subareas 4, 5, and 6 as listed in the Village's Fernway Road and Drainage Improvement Program for 2022, 2023, and 2024. This is approximately 9,067 feet of roadway. Intersections will be surveyed to 100 feet on each leg.
- 4. Call in a JULIE design utility locate request and gather utility mapping from participating Utilities. Strand will contact the Illinois American Water Company directly to acquire utility mapping and to request a field locate. As project drawings are developed to 50 percent completion, these will be provided to the Utility companies with infrastructure in the project limits for their review. Strand will assist the Village in discussions with Utility companies where utilities are required to be relocated. Pre-final drawings will also be provided to the Utility companies as a notification that the Village's project will be proceeding.

Mr. Kevin Lehmann Village of Orland Park Public Works Department Page 2 September 10, 2021

- 5. Develop preliminary engineering documents to 50 percent completion, including drawings, technical specifications, and opinion of probable construction cost (OPCC). Drawings will include the following:
 - a. Title sheet and location map
 - b. Index of sheets and general notes
 - c. Summary of quantities
 - d. Alignment, ties, and benchmarks
 - e. Typical sections and paving details
 - f. Overall site plan and drawing sheet layout
 - g. Existing conditions
 - h. Erosion control and demolition
 - i. Stormwater Pollution Prevention Plan
 - j. Traffic Control Plan
 - k. Roadway and ditch plan and profile
 - Cross sections
 - m. Bike path plans
 - n. Restoration
 - o. Construction details
- 6. Develop technical specifications based on Illinois Department of Transportation (IDOT) Standard Specifications for Road and Bridge Construction, Illinois Standard Specifications and Water and Sewer, and Village standard specifications.
- Submit preliminary documents to the Village for review and attend one meeting with the Village to discuss comments.
- 8. Prepare and distribute meeting minutes from the preliminary engineering meeting.
- 9. Submit permit applications, engineering drawings, and technical specifications to the following permitting agencies.
 - a. Metropolitan Water Reclamation District of Greater Chicago (MWRDGC)
 - b. Illinois Department of Natural Resources (IDNR)
 - c. Village of Orland Hills
 - d. Illinois Environmental Protection Agency (IEPA) Notice of Intent (NOI)
- 10. Attend one pre-application meeting with MWRDGC.
- 11. Develop pre-final engineering documents addressing agency comments, as necessary, following receipt of permit agency comments.
- 12. Submit pre-final engineering documents to the Village for review and meet with the Village to discuss comments and a schedule for advertising and bidding the project. It is anticipated that all improvements will be advertised and bid as a single project.

Additional Services

1. The Village's Request for Proposal (RFP) does not indicate that any stormwater modeling or calculations are required for design of the drainage improvements, so it is anticipated that the design will follow the Village's basic standards as presented in the RFP and that culvert sizing will be as requested by the Village. However, Strand can assist the Village with modeling of stormwater flows and calculations of ditch and culvert capacities to support design of the improvements. A separate fee has been included in this proposal for these services.

Mr. Kevin Lehmann Village of Orland Park Public Works Department Page 3 September 10, 2021

- 2. Since significant portions of drainage subareas 4 and 5 are in the floodplain and floodway, it is anticipated that final improvements will be at or below existing grades and will not require compensatory storage design or flood mapping amendments. If these services are required, they will be provided under an amendment to our agreement with the Village.
- 3. It is anticipated that no wetland or environmentally-sensitive areas will be impacted by the proposed improvements, so wetland delineation and reporting is not included. If these services are required, they will be provided under an amendment to our agreement with the Village.

Village Responsibilities

- 1. The Village shall provide geotechnical information through its own geotechnical consultant. The RFP indicates that one soil boring per street for a total of 11 soil borings will be evaluated. It is our recommendation that the Village consider obtaining additional borings following review of preliminary engineering based on the particular needs of the project.
- 2. The Village shall provide bid and contracting documents. The contracting documents shall require the contractor to name Strand Associates, Inc.® as an additional insured on its General Liability and Automobile Liability insurance and to indemnify Strand in the same manner as the Village.
- 3. The Village shall advertise and distribute final engineering documents for bidding. If additional engineering services during bidding are requested, they will be provided under an amendment to our agreement with the Village.

Compensation

We propose to provide the Design Services described above for a lump sum fee of \$226,000, which represents 1,600 engineering hours.

We propose to provide stormwater modeling as described above in Item 1 under Additional Services for a lump sum fee of \$21,000, which represents 145 engineering hours.

Schedule

Our proposed fee is based on an anticipated start date before October 15, 2021, with project completion by May 1, 2022.

This letter is not to be considered an agreement between the Village of Orland Park and Strand Associates, Inc.®. Once selected, we will prepare an agreement and submit to the Village for review and signature. Following the execution of the agreement, work on the project will begin.

We look forward to working with the Village on this project. If there are any questions, please contact us at (815) 744-4200.

Marc A. Grigas, P.E.

Sincerely,

STRAND ASSOCIATES, INC.®

Michael R. Waldron, P.E.

P210.875/MRW:mah

DATE: September 20,

REQUEST FOR ACTION REPORT

File Number: 2021-0684

Orig. Department: Finance Department

File Name: Consideration and action on an ordinance providing for the issuance of not to

exceed \$6,500,000 General Obligation Refunding Bonds for the purpose of refunding certain outstanding bonds of said Village, providing for the levy and collection of taxes to pay said bonds, authorizing the execution of an escrow agreement in connection with the issue of said bonds and authorizing the sale of

said bonds to the purchaser thereof

BACKGROUND:

A parameters ordinance allows the Village Board to adopt an ordinance authorizing the sale of bonds at a future date, as long as certain parameters are met. These would include maximum par amount, interest rate, maturity date, etc. The ordinance also designates certain elected and appointed officials to complete the sale on behalf of the Village Board if the terms of the ordinance are met. A parameters ordinance allows more flexibility in setting a sale date for the bonds.

The Village's 2013C Bonds, which were issued for expenditures within the Main Street Triangle TIF and have been repaid using TIF increment, are callable as of December 1, 2021. On July 19, the Village Board previously approved a Parameters ordinance for 2013C bonds. Since that time, the purpose of the refunding was changed from short term savings to debt restructuring. With this in mind, an updated ordinance defining parameters is now required due to the different bond structure.

<u>Updated Parameters to the 2021C General Obligation Bonds</u>

Maximum issue size: \$6,500,000 (no change) Purpose: Refunding 2013C Bonds (no change)

Maximum maturity date: December 1, 2041 (was December 1, 2026)

Authorization to sell Bonds expires: March 20, 2022 (was January 19, 2022)

Maximum interest rate: 4.00% (no change)

Maximum annual par amount: \$1,700,000 (was \$1,350,000)

Optional call dates: Bonds will be callable December 1, 2030 (was noncallable) Net present value debt service savings: not applicable (was not less than 2.0%)

Designated Officers: Village President and the Village Manager or Finance Director, or any other officer or employee of the Village so designated by a written instrument signed by the

President or the Finance Director. (no change) Method of Sale: Competitive Sale. (no change)

Bond Sale Timetable

September 22, 2021: Distribute Official Statement and Notification of Sale

September 15, 2021: List Sale in Bond Buyer September 22, 2021: Post Sale on Parity

September 29, 2021: Sale

October 20, 2021: Closing. 2013C bonds paid off.

Recommendation

Attached for your consideration is an updated bond parameters ordinance providing for the issuance of General Obligation Bonds, Series 2021C for restructuring.

The ordinance was prepared by the Village's bond counsel, Chapman and Cutler LLP, and reviewed by our financial advisor.

BUDGET IMPACT:

REQUESTED ACTION:

I move to approve AN ORDINANCE providing for the issuance of not to exceed \$6,500,000 General Obligation Refunding Bonds of the Village of Orland Park, Cook and Will Counties, Illinois, for the purpose of refunding certain outstanding bonds of said Village, providing for the levy and collection of a direct annual tax sufficient to pay the principal and interest on said bonds, authorizing the execution of an escrow agreement in connection with the issue of said bonds and authorizing the sale of said bonds to the purchaser thereof.

EXTRACT OF MINUTES of a regular public meeting of the President and Board of Trustees of the Village of Orland Park, Cook and Will Counties, Illinois, held in the Board Room at Frederick T. Owens Village Hall, 14700 South Ravinia Avenue, in said Village, at 7:00 p.m., on the 20th day of September, 2021.

The Village President called the meeting to order and directed the Village Clerk to call the roll.

Upon the roll being called, the President and the following Trustees answered physically
present at said location:
The following Trustees attended the meeting by video or audio conference:
No Trustee was not permitted to attend the meeting by video or audio conference.
The following Trustees were absent and did not participate in the meeting in any manner
or to any extent whatsoever:

The President announced that the President and Board of Trustees would next consider an ordinance authorizing the sale of not to exceed \$6,500,000 General Obligation Refunding Bonds, Series 2021C, to be issued by the Village for the purpose of refunding certain of the Village's outstanding bonds, said ordinance providing for the levy of a direct annual tax sufficient to pay the principal and interest thereon. The President explained that the ordinance sets forth the parameters for the issuance of said bonds and sale thereof by designated officials of the Village and summarized the pertinent terms of said parameters, including the specific parameters governing the manner of sale, length of maturity, rates of interest, purchase price and tax levy for said bonds.

WHEREUPON	presented a	and explained	, and the	ere was	incorporated
into the record in full the following ordinar	nce entitled:				

AN ORDINANCE providing for the issuance of not to exceed \$6,500,000 General Obligation Refunding Bonds of the Village of Orland Park, Cook and Will Counties, Illinois, for the purpose of refunding certain outstanding bonds of said Village, providing for the levy and collection of a direct annual tax sufficient to pay the principal and interest on said bonds, authorizing the execution of an escrow agreement in connection with the issue of said bonds and authorizing the sale of said bonds to the purchaser thereof.

(the "Bond Ordinance").		
Trustee	then moved and Trustee	seconded the motion that
the Bond Ordinance as pres	ented be adopted.	
After a full discussion	on thereof, the President directed that	at the roll be called for a vote upon
the motion to adopt the Bon	d Ordinance.	
Upon the roll being	called, the following Trustees voted	1 Aye:
and the following Trustees	voted NAY:	

WHEREUPON, the President declared the motion carried and the Bond Ordinance adopted, and henceforth did approve and sign the same in open meeting, and did direct the Village Clerk to record the same in full in the records of the President and Board of Trustees of the Village of Orland Park, Cook and Will Counties, Illinois.

Other business was duly transacted at said me	eeting.
Upon motion duly made and carried, the meet	ting adjourned.
	Village Clerk

ORDINANCE NUMBER

AN ORDINANCE providing for the issuance of not to exceed \$6,500,000 General Obligation Refunding Bonds of the Village of Orland Park, Cook and Will Counties, Illinois, for the purpose of refunding certain outstanding bonds of said Village, providing for the levy and collection of a direct annual tax sufficient to pay the principal and interest on said bonds, authorizing the execution of an escrow agreement in connection with the issue of said bonds and authorizing the sale of said bonds to the purchaser thereof.

WHEREAS, the Village of Orland Park, Cook and Will Counties, Illinois (the "Village"), pursuant to the provisions of Section 6 of Article VII of the 1970 Constitution of the State of Illinois, is a home rule unit and may exercise any power or perform any function pertaining to its government and affairs including, but not limited to, the power to tax and to incur debt; and

WHEREAS, pursuant to the provisions of said Section 6, the Village has the power to incur debt payable from ad valorem property tax receipts or from any other lawful source and maturing within 40 years from the time it is incurred without prior referendum approval; and

WHEREAS, the Village has outstanding General Obligation Refunding Bonds, Series 2013C, dated April 29, 2013 (the "*Prior Bonds*"); and

WHEREAS, it is necessary and desirable to refund all or a portion of the Prior Bonds (said portion of the Prior Bonds to be refunded being referred to herein as the "*Refunded Bonds*") in order to restructure the debt burden of the Village; and

WHEREAS, the Refunded Bonds shall be fully described in the Escrow Agreement (as hereinafter defined) and are presently outstanding and unpaid and are binding and subsisting legal obligations of the Village; and

WHEREAS, the President and Board of Trustees of the Village (the "Board") has determined that in order to refund the Refunded Bonds, it is necessary and in the best interests of the Village to borrow not to exceed \$6,500,000 at this time and issue bonds in an amount not to exceed \$6,500,000 for such purpose; and

WHEREAS, in accordance with the terms of the Refunded Bonds, the Refunded Bonds may be called for redemption in advance of their maturity, and it is necessary and desirable to make such call for the redemption of said Refunded Bonds on their earliest possible call date, and provide for the giving of proper notice to the registered owners of said Refunded Bonds:

NOW THEREFORE BE IT ORDAINED by the President and Board of Trustees of the Village of Orland Park, Cook and Will Counties, Illinois, as follows:

Section 1. Incorporation of Preambles. The Board hereby finds that all of the recitals contained in the preambles to this Ordinance are true, correct and complete and does incorporate them into this Ordinance by this reference.

Section 2. Determination to Issue Bonds; Authorization. It is necessary and in the best interests of the Village to refund the Refunded Bonds (the "Refunding"), to pay all related costs and expenses incidental thereto, and to borrow money and issue bonds for such purpose. It is hereby found and determined that such borrowing of money is necessary for the welfare of the government and affairs of the Village, is for a proper public purpose or purposes and is in the public interest, and is authorized pursuant to the applicable provisions of the Illinois Municipal Code, as supplemented and amended (the "Municipal Code"), and the home rule powers of the Village under Section 6 of Article VII of the Illinois Constitution of 1970. In the event of conflict between the provisions of said code and home rule powers, the home rule powers shall be deemed to supersede the provisions of the Municipal Code.

It is hereby found and determined that the Village has been authorized by law to borrow the sum of not to exceed \$6,500,000 upon the credit of the Village and as evidence of such indebtedness to issue bonds of the Village in said amount, the proceeds of said bonds to be used to pay the costs of the Refunding, and that it is necessary and for the best interests of the Village that there be issued at this time not to exceed \$6,500,000 of the bonds so authorized, and the

findings and determinations in this Section, together with those set forth in the preambles to this Ordinance, shall be deemed conclusive.

Section 3. Bond Details. There be borrowed by for and on behalf of the Village the sum of not to exceed \$6,500,000 for the purposes aforesaid, and bonds (the "Bonds") of the Village, if issued for such purpose, shall be designated "General Obligation Refunding Bonds, Series 2021C," with such other series designations or descriptions as set forth in the Bond Notification.

The Bonds may be issued in one or more series, shall be dated the date of the issuance thereof as set forth in a Bond Notification (not later than the 20th day of March, 2022), and shall also bear the date of authentication, shall be in fully registered form, shall be in denominations of \$5,000 each or authorized integral multiples thereof (but no single Bond shall represent installments of principal maturing on more than one date), or such other denominations as may be set forth in the related Bond Notification and shall be numbered 1 and upward. The Bonds, if issued, shall become due and payable serially or be subject to mandatory redemption (subject to prior redemption as hereinafter described) on December 1 of each of the years (not later than 2041), in the amounts (not exceeding \$1,700,000 per year) and bearing interest at the rates per annum (not exceeding 4.00% per annum) as set forth in the Bond Notification.

The Bonds shall bear interest from their date or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of the Bonds is paid, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable semi-annually commencing with the first interest payment date as set forth in the Bond Notification, and on June 1 and December 1 of each year thereafter to maturity. Interest on each Bond shall be paid by check or draft of Amalgamated Bank of Chicago, Chicago, Illinois, as bond registrar and paying agent (the "Bond Registrar"), payable upon presentation in lawful money of

the United States of America, to the person in whose name such Bond is registered at the close of business on the 15th day of the month next preceding the interest payment date. The principal of the Bonds shall be payable in lawful money of the United States of America at the principal corporate trust office of the Bond Registrar.

Section 4. Execution; Authentication. The Bonds shall be executed on behalf of the Village by the manual or facsimile signature of its President (the "President") and attested by the manual or facsimile signature of its Village Clerk (the "Village Clerk"), as they shall determine, and shall have impressed or imprinted thereon the corporate seal or facsimile thereof of the Village. In case any such officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. All Bonds shall have thereon a certificate of authentication, substantially in the form hereinafter set forth, duly executed by the Bond Registrar as authenticating agent of the Village and showing the date of authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until such certificate of authentication shall have been duly executed by the Bond Registrar by manual signature, and such certificate of authentication upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Ordinance. The certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized officer of the Bond Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder.

Section 5. Registration of Bonds; Persons Treated as Owners. (a) General. The Village shall cause books (the "Bond Register") for the registration and for the transfer of the Bonds as provided in this Ordinance to be kept at the principal corporate trust office of the Bond Registrar, which is hereby constituted and appointed the registrar of the Village. The Village is authorized

to prepare, and the Bond Registrar shall keep custody of, multiple Bond blanks executed by the Village for use in the transfer and exchange of Bonds. Upon surrender for transfer of any Bond at the principal corporate trust office of the Bond Registrar, duly endorsed by or accompanied by a written instrument or instruments of transfer in form satisfactory to the Bond Registrar and duly executed by the registered owner or his or her attorney duly authorized in writing, the Village shall execute and the Bond Registrar shall authenticate, date and deliver in the name of the transferee or transferees a new fully registered Bond or Bonds of the same maturity of authorized denominations, for a like aggregate principal amount. Any fully registered Bond or Bonds may be exchanged at said office of the Bond Registrar for a like aggregate principal amount of Bond or Bonds of the same maturity of authorized denominations. The execution by the Village of any fully registered Bond shall constitute full and due authorization of such Bond, and the Bond Registrar shall thereby be authorized to authenticate, date and deliver such Bond; provided, however, the principal amount of outstanding Bonds of each maturity authenticated by the Bond Registrar shall not exceed the authorized principal amount of Bonds for such maturity less previous retirements.

The Bond Registrar shall not be required to transfer or exchange any Bond during the period beginning at the close of business on the 15th day of the month next preceding any interest payment date on such Bond and ending at the opening of business on such interest payment date, nor to transfer or exchange any Bond after notice calling such Bond for redemption has been mailed, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Bonds.

The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on any Bond shall be made only to or upon the order of the registered owner thereof or his or her legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

No service charge shall be made for any transfer or exchange of Bonds, but the Village or the Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds, except in the case of the issuance of a Bond or Bonds for the unredeemed portion of a Bond surrendered for redemption.

(b) Global Book-Entry System. The Bonds shall be initially issued in the form of a separate single fully registered Bond for each of the maturities of the Bonds determined as described in Section 3 hereof. Upon initial issuance, the ownership of each such Bond shall be registered in the Bond Register in the name of Cede & Co., or any successor thereto ("Cede"), as nominee of The Depository Trust Company, New York, New York, and its successors and assigns ("DTC"). All of the outstanding Bonds shall be registered in the Bond Register in the name of Cede, as nominee of DTC, except as hereinafter provided. Any officer of the Village who is a signatory on the Bonds, along with the Finance Director of the Village (the "Finance Director"), is authorized to execute and deliver, on behalf of the Village, such letters to or agreements with DTC as shall be necessary to effectuate such book-entry system (any such letter or agreement being referred to herein as the "Representation Letter"), which Representation Letter may provide for the payment of principal of or interest on the Bonds by wire transfer.

With respect to Bonds registered in the Bond Register in the name of Cede, as nominee of DTC, the Village and the Bond Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which DTC holds Bonds from time to time as securities depository (each such broker-dealer, bank or other financial institution being referred to herein as a "DTC Participant") or to any person on behalf of whom such a DTC Participant holds

an interest in the Bonds. Without limiting the immediately preceding sentence, the Village and the Bond Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any amount with respect to the principal of or interest on the Bonds. The Village and the Bond Registrar may treat and consider the person in whose name each Bond is registered in the Bond Register as the holder and absolute owner of such Bond for the purpose of payment of principal and interest with respect to such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Bond Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the respective registered owners of the Bonds, as shown in the Bond Register, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Village's obligations with respect to payment of the principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner of a Bond as shown in the Bond Register, shall receive a Bond evidencing the obligation of the Village to make payments of principal and interest with respect to any Bond. Upon delivery by DTC to the Bond Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede, and subject to the provisions in Section 3 hereof with respect to the payment of interest to the registered owners of Bonds at the close of business on the 15th day of the month next preceding the applicable interest payment date, the name "Cede" in this Ordinance shall refer to such new nominee of DTC.

In the event that (i) the Village determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, (ii) the agreement among the Village, the Bond Registrar and DTC evidenced by the Representation Letter shall be terminated for any reason or (iii) the Village determines that it is in the best interests of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the Village shall notify DTC and DTC Participants of the availability through DTC of certificated Bonds and the Bonds shall no longer be restricted to being registered in the Bond Register in the name of Cede, as nominee of DTC. At that time, the Village may determine that the Bonds shall be registered in the name of and deposited with such other depository operating a universal book-entry system, as may be acceptable to the Village, or such depository's agent or designee, and if the Village does not select such alternate universal book-entry system, then the Bonds may be registered in whatever name or names registered owners of Bonds transferring or exchanging Bonds shall designate, in accordance with the provisions of Section 5(a) hereof.

Notwithstanding any other provisions of this Ordinance to the contrary, so long as any Bond is registered in the name of Cede, as nominee of DTC, all payments with respect to principal of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the name provided in the Representation Letter.

Section 6. Redemption. (a) Optional Redemption. All or a portion of the Bonds, if any, due on and after the date, if any, specified in the Bond Notification, shall be subject to redemption prior to maturity at the option of the Village from any available funds, as a whole or in part, and if in part in integral multiples of \$5,000 in any order of their maturity as determined by the Village (less than all of the Bonds of a single maturity to be selected by the Bond Registrar), on the date specified in the Bond Notification, if any, and on any date thereafter, at the redemption price of par plus accrued interest to the date fixed for redemption.

(b) *Mandatory Redemption*. The Bonds maturing on the date or dates, if any, indicated in the Bond Notification shall be subject to mandatory redemption, in integral multiples of \$5,000 selected by lot by the Bond Registrar, at a redemption price of par plus accrued interest to the redemption date, on the dates of the years, if any, and in the principal amounts, if any, as indicated in the Bond Notification.

The principal amounts of Bonds to be mandatorily redeemed in each year may be reduced through the earlier optional redemption thereof, with any partial optional redemptions of such Bonds credited against future mandatory redemption requirements in such order of the mandatory redemption dates as the Village may determine. In addition, on or prior to the 60th day preceding any mandatory redemption date, the Bond Registrar may, and if directed by the Board shall, purchase Bonds required to be retired on such mandatory redemption date. Any such Bonds so purchased shall be cancelled and the principal amount thereof shall be credited against the mandatory redemption required on such next mandatory redemption date.

(c) General. The Bonds shall be redeemed only in the principal amount of \$5,000 and integral multiples thereof. The Village shall, at least forty-five (45) days prior to any optional redemption date (unless a shorter time period shall be satisfactory to the Bond Registrar) notify the Bond Registrar of such redemption date and of the principal amount and maturity or maturities of Bonds to be redeemed. For purposes of any redemption of less than all of the outstanding Bonds of a single maturity, the particular Bonds or portions of Bonds to be redeemed shall be selected by lot by the Bond Registrar from the Bonds of such maturity by such method of lottery as the Bond Registrar shall deem fair and appropriate; provided that such lottery shall provide for the selection for redemption of Bonds or portions thereof so that any \$5,000 Bond or \$5,000 portion of a Bond shall be as likely to be called for redemption as any other such \$5,000 Bond or \$5,000 portion. The Bond Registrar shall make such selection upon the earlier of the irrevocable deposit of funds

with an escrow agent sufficient to pay the redemption price of the Bonds to be redeemed or the time of the giving of official notice of redemption.

The Bond Registrar shall promptly notify the Village in writing of the Bonds or portions of Bonds selected for redemption and, in the case of any Bond selected for partial redemption, the principal amount thereof to be redeemed.

Section 7. Redemption Procedure. Unless waived by any holder of Bonds to be redeemed, notice of the call for any such redemption shall be given by the Bond Registrar on behalf of the Village by mailing the redemption notice by first class mail at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption to the registered owner of the Bond or Bonds to be redeemed at the address shown on the books of the Village kept by the Bond Registrar to evidence the registration and transfer of the Bonds (the "Bond Register") or at such other address as is furnished in writing by such registered owner to the Bond Registrar.

All notices of redemption shall state:

- (1) the redemption date,
- (2) the redemption price,
- (3) if less than all outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed,
- (4) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date,
- (5) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the designated office of the Bond Registrar, and
 - (6) such other information then required by custom, practice or industry standard.

Prior to any redemption date, the Village shall deposit with the Bond Registrar an amount of money sufficient to pay the redemption price of all the Bonds or portions of Bonds which are to be redeemed on that date.

Notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the Village shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Bond Registrar at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the registered holder a new Bond or Bonds of the same maturity in the amount of the unpaid principal.

If any Bond or portion of Bond called for redemption shall not be so paid upon surrender thereof for redemption, the principal shall, until paid, bear interest from the redemption date at the rate borne by the Bond or portion of Bond so called for redemption. All Bonds which have been redeemed shall be cancelled and destroyed by the Bond Registrar and shall not be reissued.

Section 8. Form of Bond. The Bonds shall be in substantially the following form; provided, however, that if the text of the Bond is to be printed in its entirety on the front side of the Bond, then paragraph [2] and the legend, "See Reverse Side for Additional Provisions", shall be omitted and paragraphs [6] through [11] shall be inserted immediately after paragraph [1]:

REGISTERED No.	[Form of	Bond - Front	Side]	Registered
No	UNITED ST	TATES OF AM	IERICA	\$
	STAT	TE OF ILLINO	IS	
	Counties	OF COOK AN	D WILL	
	VILLAGE	OF ORLAND	Park	
GENERA	AL OBLIGATION I	REFUNDING 1	BOND, SERIES 202	1C
See Reverse Side for Additional Provisions.				
Interest Maturity Rate:% Date: Dec	cember 1, 20	Dated Date:	, 2021	CUSIP: 686356
Registered Owner: CED	Е & Со.			
Principal Amount:				
[1] Know All Pe	ERSONS BY THESE	PRESENTS th	at the Village of O	orland Park, Cook and
Will Counties, Illinois, a	municipality and	d political su	abdivision of the	State of Illinois (the
"Village"), hereby acknow	vledges itself to	owe and for	value received pr	romises to pay to the
Registered Owner identifie	d above, or regist	tered assigns	as hereinafter prov	vided, on the Maturity
Date identified above (subj	ect to the right of	f prior redem	ption as hereinafter	r stated), the Principal
Amount identified above a	nd to pay interest	t (computed	on the basis of a 30	60-day year of twelve
30-day months) on such Pri	incipal Amount fi	rom the later	of the Dated Date of	of this Bond identified
above or from the most re	ecent interest pay	yment date t	o which interest h	as been paid or duly
provided for, at the Interest	t Rate per annum	identified ab	ove, such interest	to be payable on June
1 and December 1 of each	year, commencin	g [December	· 1, 2021], until said	d Principal Amount is

paid or duly provided for. The principal of this Bond is payable in lawful money of the United

States of America upon presentation hereof at the principal corporate trust office of Amalgamated

Bank of Chicago, Chicago, Illinois, as bond registrar and paying agent (the "Bond Registrar"). Payment of interest shall be made to the Registered Owner hereof as shown on the registration books of the Village maintained by the Bond Registrar, at the close of business on the 15th day of the month next preceding the interest payment date. Interest shall be paid by check or draft of the Bond Registrar, payable upon presentation in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books, or at such other address furnished in writing by such Registered Owner to the Bond Registrar. For the prompt payment of this Bond both principal and interest at maturity, the full faith, credit and resources of the Village are hereby irrevocably pledged.

- [2] Reference is hereby made to the further provisions of this Bond set forth on the reverse hereof, and such further provisions shall for all purposes have the same effect as if set forth at this place.
- [3] It is hereby certified and recited that all conditions, acts and things required by the Constitution and Laws of the State of Illinois to exist or to be done precedent to and in the issuance of this Bond, have existed and have been properly done, happened and been performed in regular and due form and time as required by law; that the indebtedness of the Village, represented by the Bonds, and including all other indebtedness of the Village, howsoever evidenced or incurred, does not exceed any constitutional or statutory or other lawful limitation; and that provision has been made for the collection of a direct annual tax, in addition to all other taxes, on all of the taxable property in the Village sufficient to pay the interest hereon as the same falls due and also to pay and discharge the principal hereof at maturity.
- [4] This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Bond Registrar.

[5] IN WITNESS WHEREOF, the Village of Orland Park, Cook and Will Counties, Illinois, by its Board President and Board of Trustees, has caused this Bond to be executed by the manual or duly authorized facsimile signature of its President and attested by the manual or duly authorized facsimile signature of its Village Clerk and its corporate seal or a facsimile thereof to be impressed or reproduced hereon, all as appearing hereon and as of the Dated Date identified above.

	SPECIMEN
	President, Village of Orland Park Cook County, Illinois
ATTEST:	
SPECIMEN	
Village Clerk, Village of Orland Park	
Cook County, Illinois	
[SEAL]	
Date of Authentication:, 2021	
CERTIFICATE	Bond Registrar and Paying Agent:
OF	Amalgamated Bank of Chicago
AUTHENTICATION	Chicago, Illinois
This Bond is one of the Bonds described in	
the within mentioned ordinance and is one of the	
General Obligation Refunding Bonds,	
Series 2021C, of the Village of Orland Park,	
Cook and Will Counties, Illinois.	
Amalgamated Bank of Chicago,	
as Bond Registrar	
By SPECIMEN	
Authorized Officer	

[Form of Bond - Reverse Side]

VILLAGE OF ORLAND PARK

COOK AND WILL COUNTIES, ILLINOIS

GENERAL OBLIGATION REFUNDING BOND, SERIES 2021C

- [6] This Bond is one of a series of bonds (the "Bonds") issued by the Village for the purpose of refunding certain outstanding bonds of the Village, and paying expenses incidental thereto, all as described and defined in the Ordinance of the Village, passed by the President and Board of Trustees on the 20th day of September, 2021, authorizing the Bonds as supplemented by a notification of sale (the "Ordinance"), pursuant to and in all respects in compliance with the applicable provisions of the Illinois Municipal Code, as supplemented and amended, and as further supplemented and, where necessary, superseded, by the powers of the Village as a home rule unit under the provisions of Section 6 of Article VII of the 1970 Constitution of the State of Illinois (such code and powers being the "Act"), and with the Ordinance, which has been duly passed by the President and Board of Trustees, signed by the Village President, and published, in all respects as by law required.
 - [7] [Optional and mandatory redemption provisions, if any, to be inserted].
- [8] [Notice of any such redemption shall be sent by first class mail not less than thirty (30) days nor more than sixty (60) days prior to the date fixed for redemption to the registered owner of each Bond to be redeemed at the address shown on the registration books of the Village maintained by the Bond Registrar or at such other address as is furnished in writing by such registered owner to the Bond Registrar. When so called for redemption, this Bond will cease to bear interest on the specified redemption date, provided funds for redemption are on deposit at the place of payment at that time, and shall not be deemed to be outstanding.]

- [9] This Bond is transferable by the Registered Owner hereof in person or by his or her attorney duly authorized in writing at the principal corporate trust office of the Bond Registrar in Chicago, Illinois, but only in the manner, subject to the limitations and upon payment of the charges provided in the Ordinance, and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds of authorized denominations of the same maturity and for the same aggregate principal amount will be issued to the transferee in exchange therefor.
- [10] The Bonds are issued in fully registered form in the denomination of \$5,000 each or authorized integral multiples thereof. This Bond may be exchanged at the principal corporate trust office of the Bond Registrar for a like aggregate principal amount of Bonds of the same maturity of other authorized denominations, upon the terms set forth in the Ordinance. The Bond Registrar shall not be required to transfer or exchange any Bond during the period beginning at the close of business on the 15th day of the month next preceding any interest payment date on such Bond and ending at the opening of business on such interest payment date[, nor to transfer or exchange any Bond after notice calling such Bond for redemption has been mailed, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Bonds].
- [11] The Village and the Bond Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and neither the Village nor the Bond Registrar shall be affected by any notice to the contrary.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned	ed sells, assign, and transfers unto
	Here insert Social Security Number, Employer Identification Number or other Identifying Number
(Name and A	Address of Assignee)
the within Bond and does hereby irrevocably	constitute and appoint
as attorney to transfer the said Bond on the b	books kept for registration thereof with full power of
substitution in the premises.	
Dated:	
Signature guaranteed:	

NOTICE: The signature to this transfer and assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Section 9. Sale of Bonds. The President and one of the Village Manager or Finance Director, or any other officer or employee of the Village so designated by a written instrument signed by the President or the Finance Director (the "Designated Representatives") are hereby authorized to proceed not later than March 20, 2022, without any further authorization or direction from the Board, to sell the Bonds upon the terms as prescribed in this Ordinance. The Bonds hereby authorized shall be executed as in this Ordinance provided as soon after the delivery of the Bond Notification as may be, and thereupon be deposited with the Treasurer of the Village (the "Treasurer"), and, after authentication thereof by the Bond Registrar, be by the Treasurer delivered to the purchaser thereof (the "Purchaser"), upon receipt of the purchase price therefor, the same being not less than 97% of the principal amount of the Bonds without regard to original

issue discount, if any, or original issue premium, if any) plus accrued interest, if any, to date of delivery.

The Purchaser shall be one of (a) pursuant to a competitive sale conducted by PMA Securities, LLC, Naperville, Illinois ("PMA"), the best bidder for the Bonds, (b) in a negotiated underwriting, a bank or financial institution listed in the Dealers & Underwriters or Municipal Derivatives sections of the most recent edition of The Bond Buyer's Municipal Marketplace, or (c) in a private placement, (i) a bank or financial institution authorized to do business in the State of Illinois, (ii) a governmental unit as defined in the Debt Reform Act, or (iii) an "accredited investor" as defined in Rule 501 of Regulation D as promulgated under the Securities Act of 1933, as amended; provided, however, that the Purchaser as set forth in either (b) or (c) shall be selected only upon receipt by the Village of the written recommendation of PMA that the sale of the Bonds on a negotiated or private placement basis to the Purchaser is in the best interests of the Village because of (i) the pricing of the Bonds by the Purchaser, (ii) then current market conditions or (iii) the timing of the sale of the Bonds, and further provided, that the Purchaser as set forth in (c) may be selected through the utilization of a placement agent selected by the Designated Representatives after consultation with PMA if the use of such placement agent is determined by the Designated Representatives to be in the best interests of the Village, all as set forth in the Bond Notification.

The Designated Representatives shall find and determine in the Bond Notification that the sale of the Bonds to the Purchaser is in the best interests of the Village and no person holding any office of the Village, either by election or appointment, is in any manner financially interested directly in his or her own name or indirectly in the name of any other person, association, trust or corporation, in the sale of the Bonds to the Purchaser.

Prior to the sale of the Bonds, the President or Finance Director is hereby authorized to approve and execute a commitment for the purchase of a Municipal Bond Insurance Policy (as

hereinafter defined), to further secure the Bonds, as long as the present value of the fee to be paid for the Municipal Bond Insurance Policy (using as a discount rate the expected yield on the Bonds treating the fee paid as interest on the Bonds) is less than the present value of the interest reasonably expected to be saved on the Bonds over the term of the Bonds as a result of the Municipal Bond Insurance Policy.

Upon the sale of the Bonds, the Designated Representatives shall prepare a Notification of Sale, which shall include the pertinent details of sale as provided herein (the "Bond Notification"). In the Bond Notification, the Designated Representatives shall find and determine that the Bonds have been sold at such price and bear interest at such rates that either the true interest cost (yield) or the net interest rate received upon the sale of the Bonds does not exceed the maximum rate otherwise authorized by applicable law. The Bond Notification shall be entered into the records of the Village and made available to the Board at the next regular meeting thereof; but such action shall be for information purposes only, and the Board shall have no right or authority at such time to approve or reject such sale as evidenced in such Bond Notification.

Upon the sale of the Bonds as evidenced by the execution and delivery of the Bond Notification by the Designated Representatives, the President, Village Clerk, Treasurer, Finance Director or any other officer or business official of the Village, as shall be appropriate, shall be and are hereby authorized and directed to approve or execute, or both, such documents of sale of such series of the Bonds as may be necessary, including, without limitation, a contract for the sale of the Bonds between the Village and the Purchaser (the "Purchase Contract"). Prior to the execution and delivery of the Purchase Contract, the Designated Representatives shall find and determine that to the best of the knowledge and belief of the Village, after due inquiry, no person holding any office of the Village, either by election or appointment, is in any manner financially

interested, either directly in his or her own name or indirectly in the name of any other person, association, trust or corporation, in the Purchase Contract.

The use by the Purchaser of any Preliminary Official Statement and any final Official Statement relating to the Bonds (the "Official Statement") is hereby ratified, approved and authorized; the execution and delivery of the Official Statement is hereby authorized; and the officers of the Village are hereby authorized to take any action as may be required on the part of the Village to consummate the transactions contemplated by the Purchase Contract, this Ordinance, said Preliminary Official Statement, the Official Statement and the Bonds.

Section 10. Tax Levy; Abatement. For the purpose of providing funds required to pay the interest on the Bonds promptly when and as the same falls due, and to pay and discharge the principal thereof at maturity, there is hereby levied upon all of the taxable property within the Village, in the years for which any of the Bonds are outstanding, a direct annual tax sufficient for that purpose; and there is hereby levied on all of the taxable property in the Village, in addition to all other taxes, the following direct annual tax (the "Pledged Taxes"), to wit:

FOR THE YEAR	A TAX	X SUFFICIENT TO PRODUCE THE SUM OF:
2021	\$1,750,000.00	for interest and principal up to and including December 1, 2022
2022	\$1,750,000.00	for interest and principal
2023	\$1,750,000.00	for interest and principal
2024	\$1,750,000.00	for interest and principal
2025	\$1,750,000.00	for interest and principal
2026	\$1,750,000.00	for interest and principal
2027	\$1,750,000.00	for interest and principal
2028	\$1,750,000.00	for interest and principal
2029	\$1,750,000.00	for interest and principal
2030	\$1,750,000.00	for interest and principal
2031	\$1,750,000.00	for interest and principal
2032	\$1,750,000.00	for interest and principal
2033	\$1,750,000.00	for interest and principal
2034	\$1,750,000.00	for interest and principal
2035	\$1,750,000.00	for interest and principal
2036	\$1,750,000.00	for interest and principal
2037	\$1,750,000.00	for interest and principal
2038	\$1,750,000.00	for interest and principal
2039	\$1,750,000.00	for interest and principal
2040	\$1,750,000.00	for interest and principal

The Pledged Taxes and other moneys (excepting proceeds of the Bonds) on deposit (collectively, the "Bond Moneys") in the Bond Fund (as hereinafter defined) shall be applied to pay principal of and interest on the Bonds as follows:

Bond Moneys shall be applied to the payment of interest when due and principal or redemption price when due at maturity.

Interest or principal coming due at any time when there are insufficient funds on hand from the Pledged Taxes to pay the same shall be paid promptly when due from current funds on hand in advance of the collection of the Pledged Taxes; and when the Pledged Taxes shall have been collected, reimbursement shall be made to said funds in the amount so advanced. The Village covenants and agrees with the purchasers and registered owners of the Bonds that so long as any of the Bonds remain outstanding, the Village will take no action or fail to take any action which in any way would adversely affect the ability of the Village to levy and collect the foregoing tax levy.

The Village and its officers will comply with all present and future applicable laws in order to assure that the Pledged Taxes may be levied, extended and collected as provided herein and deposited into the Bond Fund.

Whenever other funds from any lawful source are or are reasonably expected to be made available for the purpose of paying any principal of or interest on the Bonds so as to enable the abatement of the Pledged Taxes, the Board shall, by proper proceedings, direct the deposit of such funds into the Bond Fund and further shall direct the abatement of the taxes by the amount so deposited or expected to be deposited. A certified copy or other notification of any such proceedings abating taxes may then be filed with the County Clerks of The County of Cook, Illinois, and The County of Will, Illinois (the "County Clerks"), in a timely manner to effect such abatement.

To the extent that the taxes levied above exceed the amount necessary to pay debt service on the Bonds as set forth in the Bond Notification, the President, Village Clerk and Treasurer are hereby authorized to direct the abatement of such taxes to the extent of the excess of such levy in each year over the amount necessary to pay debt service on the Bonds in the following bond year. Proper notice of such abatement shall be filed with the County Clerks in a timely manner to effect such abatement.

Section 11. Filing with County Clerks and Certificate of Reduction of Taxes. Forthwith upon the passage of this Ordinance, the Village Clerk is hereby directed to file a certified copy of this Ordinance with the County Clerks; and the County Clerks shall in and for each of the years 2021 to 2040, inclusive, ascertain the rate necessary to produce the tax herein levied; and the County Clerks shall extend the same for collection on the tax books in connection with other taxes levied in said years in and by the Village for general corporate purposes of the Village; and in said years such annual tax shall be levied and collected by and for and on behalf of the Village in like

manner as taxes for general corporate purposes for said years are levied and collected, and in addition to and in excess of all other taxes, and when collected, the taxes hereby levied shall be placed to the credit of a special fund to be designated "Bond and Interest Fund Account of 2021C" (the "Bond Fund"), which taxes are hereby irrevocably pledged to and shall be used only for the purpose of paying the principal of and interest on the Bonds.

The President, Village Clerk and Treasurer be and the same are hereby directed to prepare and file with the County Clerks, a Certificate of Reduction of Taxes Heretofore Levied for the Payment of Bonds showing the Prior Bonds being refunded and directing the abatement of the taxes heretofore levied to pay the Refunded Bonds.

Section 12. Use of Taxes Heretofore Levied. All proceeds received or to be received from any taxes heretofore levied to pay principal and interest on the Refunded Bonds, including the proceeds received or to be received from the taxes levied for the year 2020 for such purpose, shall be used to pay the principal of and interest on the Refunded Bonds and to the extent that such proceeds are not needed for such purpose because of the deposits described in Section 13 hereof, the same shall be deposited into the Bond Fund and used to pay principal and interest on the Bonds in accordance with all of the provisions of this Ordinance.

Section 13. Use of Bond Proceeds. Accrued interest, if any, received on the delivery of the Bonds is hereby appropriated for the purpose of paying first interest due on the Bonds and is hereby ordered deposited into the Bond Fund. Simultaneously with the delivery of the Bonds, the principal proceeds of the Bonds, together with any premium received from the sale of the Bonds and such additional amounts as may be necessary from the general funds of the Village, are hereby appropriated to pay the costs of issuance of the Bonds and for the purpose of refunding the Refunded Bonds.

That portion thereof not needed to pay such costs of issuance will either be deposited (i) with the paying agent for the Prior Bonds (the "Prior Paying Agent"), and be held in cash thereby, or (ii) in escrow pursuant to an escrow letter agreement to be entered into between the Village and Amalgamated Bank of Chicago, Chicago, Illinois, as escrow agent (the "Escrow Agent"), in substantially the form attached hereto as Exhibit A (the "Escrow Agreement") and made a part hereof by this reference, or with such changes therein as shall be approved by the officers of the Village executing the Escrow Agreement, such execution to constitute evidence of the approval of such changes, for the purpose of paying the principal of and interest on the Refunded Bonds as such become due as provided in the Escrow Agreement. The Village approves the form, terms and provisions of the Escrow Agreement and directs the President and the Village Clerk to execute, attest, seal and deliver the Escrow Agreement in the name and on behalf of the Village. Amounts in the escrow may be used to purchase direct obligations of or obligations guaranteed by the full faith and credit of the United States of America as to principal and interest (the "Government Securities") or alternative escrow investments (the "Escrow Investments") to provide for the payment of the principal of and interest on the Refunded Bonds, as provided in the Escrow Agreement. The Escrow Agent, any bidding agent used to conduct the bidding for the Government Securities, PMA and the Purchaser are each hereby authorized to act as agent for the Village in the purchase of the Government Securities. The Escrow Agent is hereby authorized to act as agent for the District in the purchase of the Escrow Investments. The portion of the Prior Bonds constituting the Refunded Bonds shall be set forth in the Bond Notification or Escrow Agreement.

At the time of the issuance of the Bonds, the costs of issuance of the Bonds may be distributed by the Purchaser, PMA or the Bond Registrar on behalf of the Village from the proceeds of the Bonds.

Section 14. Call of the Refunded Bonds. In accordance with the redemption provisions of the Prior Bonds, the Village does hereby make provision for the payment of and does hereby call (subject only to the delivery of the Bonds) the Refunded Bonds for redemption and payment prior to maturity on the date (not later than 90 days after the date of issuance of the Bonds) set forth in the Bond Notification or Escrow Agreement.

Section 15. Non-Arbitrage and Tax-Exemption. The Village hereby covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Code, or would otherwise cause the interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The Village acknowledges that, in the event of an examination by the Internal Revenue Service (the "IRS") of the exemption from Federal income taxation for interest paid on the Bonds, under present rules, the Village may be treated as a "taxpayer" in such examination and agrees that it will respond in a commercially reasonable manner to any inquiries from the IRS in connection with such an examination.

The Village also agrees and covenants with the purchasers and holders of the Bonds from time to time outstanding that, to the extent possible under Illinois law, it will comply with whatever federal tax law is adopted in the future which applies to the Bonds and affects the tax-exempt status of the Bonds.

The Board hereby authorizes the officials of the Village responsible for issuing the Bonds, the same being the President, Village Clerk and Treasurer, to make such further covenants and certifications regarding the specific use of the proceeds of the Bonds as approved by the Board and as may be necessary to assure that the use thereof will not cause the Bonds to be arbitrage

bonds and to assure that the interest on the Bonds will be exempt from federal income taxation. In connection therewith, the Village and the Board further agree: (a) through their officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to consult with counsel approving the Bonds and to comply with such advice as may be given; (c) to pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Bonds; (d) to file such forms, statements, and supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable by their officers, to employ and pay fiscal agents, advisors, attorneys and other persons to assist the Village in such compliance.

Section 16. List of Bondholders. The Bond Registrar shall maintain a list of the names and addresses of the holders of all Bonds and upon any transfer shall add the name and address of the new Bondholder and eliminate the name and address of the transferor Bondholder.

Section 17. Duties of Bond Registrar. If requested by the Bond Registrar, the President and Village Clerk are authorized to execute the Bond Registrar's standard form of agreement between the Village and the Bond Registrar with respect to the obligations and duties of the Bond Registrar hereunder which may include the following:

- (a) to act as bond registrar, authenticating agent, paying agent and transfer agent as provided herein;
- (b) to maintain a list of Bondholders as set forth herein and to furnish such list to the Village upon request, but otherwise to keep such list confidential;
 - (c) to give notice of redemption of the Bonds as provided herein;
- (d) to cancel and/or destroy Bonds which have been paid at maturity or redemption or submitted for exchange or transfer;
- (e) to furnish the Village at least annually a certificate with respect to Bonds cancelled and/or destroyed; and

(f) to furnish the Village at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds.

Section 18. Continuing Disclosure Undertaking. The President or Treasurer is hereby authorized, empowered and directed to execute and deliver a Continuing Disclosure Undertaking (the "Continuing Disclosure Undertaking") in connection with the issuance of the Bonds, with such provisions therein as he or she shall approve, his or her execution thereof to constitute conclusive evidence of his or her approval of such provisions. When the Continuing Disclosure Undertaking is executed and delivered on behalf of the Village as herein provided, the Continuing Disclosure Undertaking will be binding on the Village and the officers, employees and agents of the Village, and the officers, employees and agents of the Village are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Continuing Disclosure Undertaking as executed. Notwithstanding any other provision of this Ordinance, the sole remedies for failure to comply with the Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any Bond to seek mandamus or specific performance by court order, to cause the Village to comply with its obligations under the Continuing Disclosure Undertaking.

Section 19. Record-Keeping Policy and Post-Issuance Compliance Matters. The Board has previously adopted a record-keeping policy (the "Policy") to maintain sufficient records to demonstrate compliance with its covenants and expectations to ensure the appropriate federal tax status for the Bonds and other debt obligations of the Village, the interest on which is excludable from "gross income" for federal income tax purposes or which enable the Village or the holder to receive federal tax benefits, including, but not limited to, qualified tax credit bonds and other specified tax credit bonds (including the Bonds). The Board and the Village hereby reaffirm the Policy.

Section 20. Municipal Bond Insurance. In the event the payment of principal and interest on the Bonds is insured pursuant to a municipal bond insurance policy (the "Municipal Bond Insurance Policy") issued by a bond insurer (the "Bond Insurer"), and as long as such Municipal Bond Insurance Policy shall be in full force and effect, the Village and the Bond Registrar agree to comply with such usual and reasonable provisions regarding presentment and payment of the Bonds, subrogation of the rights of the Bondholders to the Bond Insurer upon payment of the Bonds by the Bond Insurer, amendment hereof, or other terms, as approved by the President on advice of counsel, his or her approval to constitute full and complete acceptance by the Village of such terms and provisions under authority of this Section.

Section 21. Publication of Ordinance. A full, true and complete copy of this Ordinance shall be published within ten days after passage in pamphlet form by authority of the Board.

Section 22. Severability. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

Section 23. Repealer and Effective Date. The bond ordinance authorizing and providing for the issuance of General Obligation Refunding Bonds, Series 2021C adopted by the Board at its meeting on July 19, 2021, is hereby expressly repealed in its entirety. All other ordinances, resolutions and orders, or parts thereof, in conflict herewith, are to the extent of such conflict

upon its pass	sage and approva	l.
ADOPTED:	September 20,	2021
	AYES:	
	NAYS:	
	ABSENT:	
		Approved: September 20, 2021
		President, Village of Orland Park, Cook and Will Counties, Illinois
ATTEST:		
	k, Village of Orla Counties, Illinois	and Park, Cook
Reco	rded in the Villag	ge Records on September 20, 2021.
Publi	ished in pamphle	t form by authority of the Board on July, 2021.

hereby repealed and this Ordinance shall be in full force and effect immediately and forthwith

EXHIBIT A

FORM OF ESCROW AGREEMENT

		, 2021	
Amalgamated Bank Chicago, Illinois	of Chicago		
Re:	Gene <u>ral Obli</u> g	Village of Orland Park Cook County, Illinois gation Refunding Bonds,	, Series 2013C
Ladies and Gentlem	en:		
ordinance adopted b day of September, \$ Genera "Bonds"). The Villato to pay and redeem p	y the President a 2021 (the "Bonal Obligation Reage has authorized prior to maturity, ag Bonds, Series	and Board of Trustees of and Ordinance"), has an funding Bonds, Series 2 ed by the Bond Ordinance, \$6,350,000 of the Villa	ties, Illinois (the "Village"), by an the Board (the "Board") on the 20th athorized the issue and delivery of 2021C, dated, 2021 (the ce that proceeds of the Bonds be used ge's outstanding and unpaid General ds"), said portion of the Prior Bonds
N	A TURITY	PRINCIPAL	Rate of
(Di	ECEMBER 1)	AMOUNT	Interest
	2022 2023 2024 2025 2026	\$1,205,000 1,235,000 1,265,000 1,305,000 1,340,000	2.000% 2.000% 2.250% 2.375% 2.500%
(said portion of the	Prior Bonds being	ng refunded, the "Refund	ded Bonds"); and
\$ from funds of	f the Village on l		_ from the proceeds of the Bonds and ble (collectively, the "Deposit") and
amount of "Securities"	\$	and maturing as determined as determined as	hase U.S. Treasury Securities in the escribed on <i>Exhibit A</i> hereto (the a beginning cash escrow deposit on uning deposit and the Securities are to

be held in an irrevocable trust fund account (the "Trust Account") for the Village to the benefit of the holders of the Refunded Bonds.

- 2. You shall hold the Securities and any interest income or profit derived therefrom and any uninvested cash in the Trust Account for the sole and exclusive benefit of the holders of the Refunded Bonds until redemption of the Refunded Bonds on December 1, 2021 is made.
- 3. You shall promptly collect the principal, interest or profit from the proceeds deposited in the Trust Account and promptly apply the same as necessary to the payment of the Refunded Bonds as herein provided.
- 4. The Village has called the Refunded Bonds for redemption and payment prior to maturity on December 1, 2021. You are hereby directed to provide for and give or cause Amalgamated Bank of Chicago, Chicago, Illinois, the paying agent for the Prior Bonds (the "Prior Paying Agent"), to give timely notice of the call for redemption of each series of the Refunded Bonds. The form and time of the giving of such notice regarding the Refunded Bonds shall be as specified in the ordinance authorizing the issuance of the Refunded Bonds. The Village agrees to reimburse you for any actual out-of-pocket expenses incurred in the giving of such notice, but the failure of the Village to make such payment shall not in any respect whatsoever relieve you from carrying out any of the duties, terms or provisions of this Agreement.
- 5. In addition, you are hereby directed to give or cause the Prior Paying Agent to give notice of the call of the Refunded Bonds, on or before the date the notice of such redemption is given to the holders of the Refunded Bonds, to the Municipal Securities Rulemaking Board (the "MSRB") through its Electronic Municipal Market Access system for municipal securities disclosure or through any other electronic format or system prescribed by the MSRB for purposes of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended. Information with respect to procedures for submitting notice can be found at https://msrb.org.
- 6. You shall remit the sum of \$_____ on December 1, 2021, to the Prior Paying Agent such sum being sufficient to pay the principal of and interest on the Refunded Bonds on such date, and such remittance shall fully release and discharge you from any further duty or obligation thereto under this Agreement.
- 7. You shall make no payment of fees, due or to become due, of the bond registrar and paying agent on the Bonds or the Refunded Bonds. The Village shall pay the same as they become due.
- 8. If at any time it shall appear to you that the funds on deposit in the Trust Account will not be sufficient to pay the principal of and interest on the Refunded Bonds, you shall notify the Village not less than five (5) days prior to such payment date and the

Village shall make up the anticipated deficit from any funds legally available for such purpose so that no default in the making of any such payment will occur.

hereinabove provided for, you shall transfer any balance remaining in the Trust Account

to the Village and thereupon this Agreement shall terminate.

9. Upon final disbursement of funds sufficient to pay the Refunded Bonds as

Very truly yours,

VILLAGE OF ORLAND PARK, COOK AND WILL COUNTIES, ILLINOIS

By ________

President

Accepted this ______ day of _______, 2021.

AMALAGMATED BANK OF CHICAGO Chicago, Illinois

By ________

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CERTIFICATION OF ORDINANCE AND MINUTES

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Orland Park, Cook and Will Counties, Illinois (the "Village"), and as such official I am the keeper of the records and files of the President and Board of Trustees of the Village (the "Board").

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the Board held on the 20th day of September, 2021, insofar as same relates to the adoption of Ordinance No. _____ entitled:

AN ORDINANCE providing for the issuance of not to exceed \$6,500,000 General Obligation Refunding Bonds of the Village of Orland Park, Cook and Will Counties, Illinois, for the purpose of refunding certain outstanding bonds of said Village, providing for the levy and collection of a direct annual tax sufficient to pay the principal and interest on said bonds, authorizing the execution of an escrow agreement in connection with the issue of said bonds and authorizing the sale of said bonds to the purchaser thereof.

a true, correct and complete copy of which said ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Board on the adoption of said ordinance were conducted openly, that the vote on the adoption of said ordinance was taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Board at least 72 hours in advance of the holding of said meeting, that at least one copy of said agenda was continuously available for public review during the entire 72-hour period preceding said meeting, that said agenda contained a separate specific item concerning the proposed adoption of said ordinance, a true, correct and complete copy of the agenda as so posted being attached hereto as *Exhibit A*, that said meeting was called and held in strict compliance with the provisions the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Illinois Municipal Code, as amended, except as validly superseded by the home rule authority of the Village, and that the Board has complied with all of the applicable provisions of said Act and said Code and its procedural rules in the adoption of said ordinance.

IN WITNESS WHEREOF, I hereunto affix this 20th day of September, 2021.	my official signature and the seal of the Village,
[Crail	Village Clerk
[SEAL]	

STATE OF ILLINOIS)) SS
COUNTY OF COOK)
CERTIFICATE OF PUBLICATION IN PAMPHLET FORM
I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk
of the Village of Orland Park, Cook and Will Counties, Illinois (the "Village"), and as such official
I am the keeper of the official journal of proceedings, books, records, minutes, and files of the
Village and of the President and Board of Trustees (the "Corporate Authorities") thereof.
I do further certify that on the day of July, 2021, there was published in pamphlet
form, by authority of the Corporate Authorities, a true, correct and complete copy of Ordinance
Number of the Village providing for the issuance of General Obligation Refunding
Bonds, Series 2021C, of the Village and that said ordinance as so published was on said date
readily available for public inspection and distribution, in sufficient number to meet the needs of
the general public, at my office as Village Clerk located in the Village.
IN WITNESS WHEREOF I have affixed hereto my official signature and the seal of the Village
this day of July, 2021.
Village Clerk
[SEAL]

STATE OF ILLINOIS)
) SS County of Cook)
FILING CERTIFICATE
I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk
of The County of Cook, Illinois, and as such official I do further certify that on the day of
, 2021, there was filed in my office a duly certified copy of Ordinance
No entitled:
AN ORDINANCE providing for the issuance of not to exceed \$6,500,000 General Obligation Refunding Bonds of the Village of Orland Park, Cook and Will Counties, Illinois, for the purpose of refunding certain outstanding bonds of said Village, providing for the levy and collection of a direct annual tax sufficient to pay the principal and interest on said bonds, authorizing the execution of an escrow agreement in connection with the issue of said bonds and authorizing the sale of said bonds to the purchaser thereof.
duly adopted by the President and Board of Trustees of the Village of Orland Park, Cook and Will
Counties, Illinois, on the 20th day of September, 2021, and approved by the President, and that the
same has been deposited in (and all as appearing from) the official files and records of my office.
IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said County,
this day of, 2021.
County Clerk of The County of Cook, Illinois [SEAL]

STATE OF ILLINOIS)
) SS COUNTY OF WILL)
FILING CERTIFICATE
I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk
of The County of Will, Illinois, and as such official I do further certify that on the day of
, 2021, there was filed in my office a duly certified copy of Ordinance
No entitled:
AN ORDINANCE providing for the issuance of not to exceed \$6,500,000 General Obligation Refunding Bonds of the Village of Orland Park, Cook and Will Counties, Illinois, for the purpose of refunding certain outstanding bonds of said Village, providing for the levy and collection of a direct annual tax sufficient to pay the principal and interest on said bonds, authorizing the execution of an escrow agreement in connection with the issue of said bonds and authorizing the sale of said bonds to the purchaser thereof.
duly adopted by the President and Board of Trustees of the Village of Orland Park, Cook and Will
Counties, Illinois, on the 20th day of September, 2021, and approved by the President, and that the
same has been deposited in (and all as appearing from) the official files and records of my office. IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said County,
this day of, 2021.
County Clerk of The County of Will, Illinois [SEAL]