

COAL CITY VILLAGE BOARD MEETING

**WEDNESDAY
MAY 25, 2016
7 P.M.**

**COAL CITY VILLAGE HALL
515 S. BROADWAY, COAL CITY, ILLINOIS**

AGENDA

1. Call meeting to order
2. Pledge of Allegiance
3. Approval of Minutes May 11, 2016
4. Approval of Warrant List
5. Public Comment
6. Proclamation Presentation Gerald Heavens
Planning & Zoning Board of Appeals
7. Resolution 16-09 Safe Routes to School Agreement
8. Bid Approval SCADATA Water System
Improvement
9. Approval of Contract Agreement-Village Hall Roof Replacement

10. Report of Mayor

11. Report of Trustees

T. Bradley
J. Wren
D. Togliatti
D. Greggain
R. Bradley
N. Nelson

12. Report of Village Clerk

13. Report of Village Attorney

14. Report of Village Engineer

15. Report of Chief of Police

16. Report of Village Administrator

A. Final Tornado Report

17. Adjourn

PROCLAMATION

WHEREAS, Gerald Heavens, a life-long resident of the Village of Coal City has long provided an example to the Village residents of the ability of each resident to give back to the community and serve the larger good of the community; and

WHEREAS, Mr. Heavens has formally provided his notice to Mayor Halliday that he has determined his future Monday evenings regularly set aside for public meetings shall better serve him as a time for rest and relaxation; and

WHEREAS, the “Chain Gang” responsible for fair and impartial measurement of each team’s progress upon the gridiron included the service of Mr. Heavens at the Coal City High School from 1975 until 2014; and

WHEREAS, Mr. Heavens exhibited his dedication to this community through multiple affiliations and leadership including being one of the founding members of the Coal City Area Club, was a member of the Braidwood Knights of Columbus & Holy Name Society and served as a member of the Coal City Planning & Zoning Board since 2000; and

WHEREAS, having gained training and professional experience utilizing his skills honed at Coal City High School, graduating from Northern Illinois University, working within both the United States Department of Defense and the Department of Energy as well as Argon Laboratories, Mr. Heavens continued to substitute teach following his retirement; and

WHEREAS, Mr. Gerald Heavens is a sense of pride for all of the residents of Coal City.

THEREFORE, I, Terry Halliday, President of the Village of Coal City, in the great state of Illinois, in recognition of the accomplishments and generosity provided by this Coaler,

DO PROCLAIM the example and civic pride provided to the community by **GERALD HEAVANS** as one to be imitated by all. Each resident of the Village of Coal City, Illinois should recognize this effort and celebrate his accomplishments accordingly.

Mayor Terry Halliday

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: May 25, 2016

RE: COMPLETING SAFE ROUTES TO SCHOOL 2014 CONSTRUCTION PROJECT

The Village Board has adopted the agreements necessary to receive state approval for the Safe Routes to School sidewalk installation project. To date, the Village of Coal City has been approved to receive funding for the project and been awaiting IDOT approval to begin bidding the project dependent upon the available funds to complete those projects that have been awarded. Previously, the Village Board has provided the approval for Robinson Engineering to design and oversee the construction.

The State of Illinois requires the IDOT form engineering contract to be approved as well as the Resolution stating Coal City shall uphold its obligation to contribute the local portion to this project. Of the total local contribution required by the Village of Coal City, CCUSD#1 has agreed upon a contribution of \$20,000 towards the total cost of the project. This Resolution is necessary to communicate the Village shall continue to uphold its obligation of the total \$130,800 project that shall provide additional sidewalks between the Elementary School and the Library as well as place lit School Speed Limit that flash during the appropriate times. This project was budgeted within the FY17 Budget within Fund #38.

Recommendation:

Adopt Resolution No. ____: Obligating the Village of Coal City for the local contribution of the total Safe Routes to School Project of 2014 to be constructed this summer.

Local Agency Village of Coal City	L O C A L A G E N C Y	 Illinois Department of Transportation Construction Engineering Services Agreement For Federal Participation DRAFT	C O N S U L T A N T	Consultant Robinson Engineering, Ltd.
County Grundy				Address 17000 South Park Avenue
Section 14-00032-00-SW				City South Holland
Project No. SRTS-4009(302)				State Illinois
Job No. C-93-041-15				Zip Code 60473
Contact Name/Phone/E-mail Address Matt Fritz (815) 634-8608 mfritz@coalcity.il.com				Contact Name/Phone/E-mail Address Harry L. Gilmore, Jr. (815) 412-2711 hgilmore@reltd.com

THIS AGREEMENT is made and entered into this _____ day of _____, 2016 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT described herein. Federal-aid funds allotted to the LA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer	Deputy Director Division of Highways, Regional Engineer, Department of Transportation
Resident Construction Supervisor	Authorized representative of the LA in immediate charge of the engineering details of the PROJECT
In Responsible Charge	A full time LA employee authorized to administer inherently governmental PROJECT activities
Contractor	Company or Companies to which the construction contract was awarded

Project Description

Name Safe Routes to School Route various Length 4,000 ft Structure No. n/a

Termini Third Street from Broadway to Lincoln Street, plus adjacent streets linking to Coal City Elementary School

Description: Sidewalk extensions including ADA ramps and approaches.

Agreement Provisions

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the engineering services for the LA, in connection with the PROJECT hereinbefore described and checked below:
 - a. Proportion concrete according to applicable STATE Bureau of Materials and Physical Research (BMPR) Quality Control/Quality Assurance (QC/QA) training documents or contract requirements and obtain samples and perform testing as noted below.
 - b. Proportion hot mix asphalt according to applicable STATE BMPR QC/QA training documents and obtain samples and perform testing as noted below.
 - c. For soils, to obtain samples and perform testing as noted below.
 - d. For aggregates, to obtain samples and perform testing as noted below.

NOTE: For 1a. through 1d. the ENGINEER is to obtain samples for testing according to the STATE BMPR "Project Procedures Guide", or as indicated in the specifications, or as attached herein by the LA; test according to the STATE BMPR "Manual of Test Procedures for Materials", submit STATE BMPR inspection reports; and verify compliance with contract specifications.

- e. Inspection of all materials when inspection is not provided at the sources by the STATE BMPR, and submit inspection reports to the LA and the STATE in accordance with the STATE BMPR "Project Procedures Guide" and the policies of the STATE.
 - f. For Quality Assurance services, provide personnel who have completed the appropriate STATE BMPR QC/QA trained technician classes.
 - g. Inspect, document and inform the LA employee In Responsible Charge of the adequacy of the establishment and maintenance of the traffic control.
 - h. Geometric control including all construction staking and construction layouts.
 - i. Quality control of the construction work in progress and the enforcement of the contract provisions in accordance with the STATE Construction Manual.
 - j. Measurement and computation of pay items.
 - k. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
 - l. Preparation and submission to the LA by the required form and number of copies, all partial and final payment estimates, change orders, records, documentation and reports required by the LA and the STATE.
 - m. Revision of contract drawings to reflect as built conditions.
 - n. Act as resident construction supervisor and coordinate with the LA employee In Responsible Charge.
2. Engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with the AGREEMENT.
 3. To furnish the services as required herein within twenty-four hours of notification by the LA employee In Responsible Charge.
 4. To attend meetings and visit the site of the work at any reasonable time when requested to do so by representatives of the LA or STATE.
 5. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without the written consent of the LA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
 6. The ENGINEER shall submit invoices, based on the ENGINEER's progress reports, to the LA employee In Responsible Charge, no more than once a month for partial payment on account for the ENGINEER's work completed to date. Such invoices shall represent the value, to the LA of the partially completed work, based on the sum of the actual costs incurred, plus a percentage (equal to the percentage of the construction engineering completed) of the fixed fee for the fully completed work.
 7. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable to improvement of the SECTION; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
 8. That the ENGINEER shall be responsible for the accuracy of the ENGINEER's work and correction of any errors, omissions or ambiguities due to the ENGINEER'S negligence which may occur either during prosecution or after acceptance by the LA. Should any damage to persons or property result from the ENGINEER's error, omission or negligent act, the ENGINEER shall indemnify the LA, the STATE and their employees from all accrued claims or liability and assume all restitution and repair costs arising from such negligence. The ENGINEER shall give immediate attention to any remedial changes so there will be minimal delay to the contractor and prepare such data as necessary to effectuate corrections, in consultation with and without further compensation from the LA.
 9. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.
 10. The undersigned certifies neither the ENGINEER nor I have:
 - a) employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT;

- b) agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - c) paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - d) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - e) have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - f) are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) of this certification; and
 - g) have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.
11. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.
 12. To submit all invoices to the LA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
 13. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the work called for in the AGREEMENT.
 14. To be prequalified with the STATE in Construction Inspection when the ENGINEER or the ENGINEER's assigned staff is named as resident construction supervisor. The onsite resident construction supervisor shall have a valid Documentation of Contract Quantities certification.
 15. Will provide, as required, project inspectors that have a valid Documentation of Contract Quantities certification.

II. THE LA AGREES,

1. To furnish a full time LA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
2. To furnish the necessary plans and specifications.
3. To notify the ENGINEER at least 24 hours in advance of the need for personnel or services.
4. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee Formulas

- $FF = 14.5\%[DL + R(DL) + OH(DL) + IHDC]$, or
- $FF = 14.5\%[(2.3 + R)DL + IHDC]$

Where: DL = Direct Labor
 IHDC = In House Direct Costs
 OH = Consultant Firm's Actual Overhead Factor
 R = Complexity Factor
 FF=Fixed Fee
 SBO = Services by Others

Total Compensation = $DL + IHDC + OH + FF + SBO$

- Specific Rate (Pay per element)
- Lump Sum _____

5. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:

With Retainage

- a) **For the first 50% of completed work**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **After 50% of the work is completed**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- c) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

Without Retainage

- a) **For progressive payments** – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

6. The recipient shall not discriminate on the basis on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.).

7. To submit approved form BC 775 (Exhibit C) and BC 776 (Exhibit D) with this AGREEMENT.

III. It is Mutually Agreed,

1. That the ENGINEER and the ENGINEER's subcontractors will maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and to make such materials available at their respective offices at all reasonable times during the AGREEMENT period and for three years from the date of final payment under this AGREEMENT, for inspection by the STATE, Federal Highway Administration or any authorized representatives of the federal government and copies thereof shall be furnished if requested.
2. That all services are to be furnished as required by construction progress and as determined by the LA employee In Responsible Charge. The ENGINEER shall complete all services specified herein within a time considered reasonable to the LA, after the CONTRACTOR has completed the construction contract.
3. That all field notes, test records and reports shall be turned over to and become the property of the LA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
4. That this AGREEMENT may be terminated by the LA upon written notice to the ENGINEER, at the ENGINEER's last known address, with the understanding that should the AGREEMENT be terminated by the LA, the ENGINEER shall be paid for any services completed and any services partially completed. The percentage of the total services which have been rendered by the ENGINEER shall be mutually agreed by the parties hereto. The fixed fee stipulated in numbered paragraph 4d of Section II shall be multiplied by this percentage and added to the ENGINEER's actual costs to obtain the earned value of work performed. All field notes, test records and reports completed or partially completed at the time of termination shall become the property of, and be delivered to, the LA.
5. That any differences between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
6. That in the event the engineering and inspection services to be furnished and performed by the LA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent or inadequate, the STATE shall have the right to supplement the engineering and inspection force or to replace the engineers or inspectors employed on such work at the expense of the LA.

7. That the ENGINEER has not been retained or compensated to provide design and construction review services relating to the contractor's safety precautions, except as provided in numbered paragraph 1f of Section I.
8. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State, as defined in the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (A) abide by the terms of the statement; and
 - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
 - (1) the dangers of drug abuse in the workplace;
 - (2) the grantee's or contractor's policy of maintaining a drug free workplace;
 - (3) any available drug counseling, rehabilitation and employee assistance program; and
 - (4) the penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is convicted, as required by section S of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

9. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT-assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination this AGREEMENT or such other remedy as the LA deems appropriate.

Agreement Summary

Prime Consultant:	TIN Number	Agreement Amount
Robinson Engineering, Ltd.	36-2407339	\$12,530.00

Sub-Consultants:	TIN Number	Agreement Amount
Midland Standard Engineering & Testing, Ltd.	20-4527015	\$1,500.00
Sub-Consultant Total:		\$ 1,500.00
Prime Consultant Total:		\$12, 530.00
Total for all Work:		\$14,030.00

Executed by the LA:

Village of Coal City
(Municipality/Township/County)

ATTEST:

By: _____
Pamela M. Noffsinger, Village Clerk

By: _____
Title: Terry Halliday, Village President

(SEAL)

Executed by the ENGINEER:

Robinson Engineering, Ltd.

ATTEST:

By: _____
Title: Harry L. Gilmore, Jr. - Sr. Proj. Manager

By: _____
Title: Christopher J. King, President

Exhibit A - Preliminary Engineering

Route: Various - SRTS
 Local Agency: Village of Coal City
 (Municipality/Township/County)
 Section: 14-00032-00-SW
 Project: SRTS-4009(302)
 Job No.: C-93-041-15

* Firm's approved rates on file with IDOT's Bureau of Accounting and
 IDOT Approved Overhead Rate: 167.64%
Project Overhead Rate: 167.64%
 Complexity Factor = 0.0

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

Cost Estimate of Consultant's Services in Dollars

Element of Work	Employee Classification	Man-Hours	Avg. Payroll Rates ¹	Payroll Costs (DL)	Overhead*	Services by Others	In House Direct Costs (IHDC)	Profit	Total
Project Management & Documentation	Principal Engineer 2	2	\$69.15	\$ 138	\$ 232			\$ 54	\$ 424
	Senior Project Manager 1	8	\$45.16	\$ 361	\$ 606			\$ 140	\$ 1,107
Construction Observation & Documentation	Field Superintendent	1	\$40.10	\$ 40	\$ 67			\$ 16	\$ 123
	Resident Engineering Rep 2	80	\$31.89	\$ 2,551	\$ 4,277			\$ 990	\$ 7,818
Initial Project Control/Layout Checking	Field Superintendent	2	\$40.10	\$ 80	\$ 134			\$ 31	\$ 246
	Resident Engineering Rep 2	16	\$31.89	\$ 510	\$ 855			\$ 198	\$ 1,564
Correspondence	Senior Engineer 2	8	\$43.65	\$ 349	\$ 585			\$ 136	\$ 1,070
Shop Drawing Reviews				\$ -	\$ -			\$ -	\$ -
Administration	Administrative 1	4	\$14.56	\$ 58	\$ 98			\$ 23	\$ 178
Concrete Testing(Midland Standard Engineering & Testing)						\$ 1,500		\$ -	\$ 1,500
								\$ -	\$ 14,030

¹See REL Exhibit A

EXHIBIT A
Robinson Engineering, Ltd.
Average Hourly Rate

Labor Billing Category	Average of Rate
Principal Engineer 2	\$69.15
Principal Engineer 1	\$63.10
Senior Project Manager 2	\$53.25
Senior Project Manager 1	\$45.16
Senior Structural Engineer	\$75.00
Senior Engineer 2	\$43.65
Senior Engineer 1	\$39.61
Project Engineer 3	\$35.76
Project Engineer 2	\$33.52
Project Engineer 1	\$26.28
Project Manager 2	\$38.85
Engineering Technologist 2	\$23.00
Engineering Technician 2	\$29.20
Chief Land Surveyor	\$41.70
Land Surveyor 3	\$39.40
Planner	\$32.60
Grant Writer 2	\$28.80
Grant Writer 1	\$22.10
Project Developer 3	\$45.00
Project Developer 1	\$35.00
GIS Coordinator	\$41.20
GIS Developer	\$33.55
CAD Manager	\$38.80
CAD Designer	\$31.30
CAD Technologist 2	\$27.02
Resident Engineer 3	\$35.95
Resident Engineer 2	\$33.00
Resident Engineer 1	\$31.85
Resident Engineering Representative 2	\$31.89
Resident Engineering Representative 1	\$29.10
Field Superintendent	\$40.10
Operations Manager	\$35.70
Operator 3	\$24.90
Operator 2	\$19.30
Operator 1	\$17.20
Field Crew Chief	\$31.28
IT Coordinator	\$28.90
IT Technologist	\$26.00
Administrative 1	\$14.56
Administrative 2	\$20.15
Project Administration	\$33.78

EXHIBIT B
Robinson Engineering, Ltd.
Average Hourly Rate Range

Labor Billing Category	Min Rate	Max Rate
Principal Engineer 2	\$67.90	\$70.40
Principal Engineer 1	\$63.10	\$63.10
Senior Project Manager 2	\$49.00	\$61.50
Senior Project Manager 1	\$42.10	\$47.30
Senior Structural Engineer	\$75.00	\$75.00
Senior Engineer 2	\$40.30	\$46.20
Senior Engineer 1	\$36.50	\$42.90
Project Engineer 3	\$34.30	\$38.70
Project Engineer 2	\$32.60	\$35.00
Project Engineer 1	\$25.73	\$27.10
Project Manager 2	\$37.80	\$39.90
Engineering Technologist 2	\$20.80	\$25.20
Engineering Technician 2	\$29.20	\$29.20
Chief Land Surveyor	\$41.70	\$41.70
Land Surveyor 3	\$39.40	\$39.40
Planner	\$32.60	\$32.60
Grant Writer 2	\$28.80	\$28.80
Grant Writer 1	\$22.10	\$22.10
Project Developer 3	\$45.00	\$45.00
Project Developer 1	\$25.34	\$50.77
GIS Coordinator	\$41.20	\$41.20
GIS Developer	\$33.40	\$33.70
CAD Manager	\$38.80	\$38.80
CAD Designer	\$31.30	\$31.30
CAD Technologist 2	\$26.10	\$27.90
Resident Engineer 3	\$35.10	\$36.80
Resident Engineer 2	\$33.00	\$33.00
Resident Engineer 1	\$30.00	\$33.70
Resident Engineering Representative 2	\$30.10	\$34.80
Resident Engineering Representative 1	\$27.90	\$30.30
Field Superintendent	\$40.10	\$40.10
Operations Manager	\$35.70	\$35.70
Operator 3	\$24.90	\$24.90
Operator 2	\$19.10	\$19.50
Operator 1	\$16.70	\$17.70
Field Crew Chief	\$29.90	\$32.10
IT Coordinator	\$28.90	\$28.90
IT Technolgist	\$26.00	\$26.00
Administrative 1	\$8.25	\$31.40
Administrative 2	\$19.80	\$20.50
Project Administration	\$22.80	\$45.00



Engineering Payment Report

Prime Consultant

Name Robinson Engineering, Ltd.
 Address 17000 South Park Avenue/South Holland,
Illinois 60473
 Telephone (708) 331-6700
 TIN Number 36-2407339

Project Information

Local Agency Village of Coal City
 Section Number 14-00032-00-SW
 Project Number SRTS-4009(302)
 Job Number C-93-041-15

This form is to verify the amount paid to the Sub-consultant on the above captioned contract. Under penalty of law for perjury or falsification, the undersigned certifies that work was executed by the Sub-consultant for the amount listed below.

Sub-Consultant Name	TIN Number	Actual Payment from Prime
Midland Standard Engineering & Testing, Ltd.	20-4527015	
Sub-Consultant Total:		
Prime Consultant Total:		
Total for all Work Completed:		

 Signature and title of Prime Consultant _____
 Date

Note: The Department of Transportation is requesting disclosure of information that is necessary to accomplish the statutory purpose as outlined under state and federal law. Disclosure of this information is REQUIRED and shall be deemed as concurring with the payment amount specified above.

For information about IDOTs collection and use of confidential information review the department's Identity Protection Policy.

ROBINSON ENGINEERING, LTD ("REL")
STANDARD TERMS AND CONDITIONS

CONTRACT – These Standard Terms and Conditions may be amended, added to, superseded, or waived only if both REL and Client specifically agree in writing to any amendment of these Terms and Conditions ("Agreement").

STANDARD OF CARE - The standard of care for all professional engineering, survey or related professional services performed or furnished by REL under this Agreement will be the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality. REL makes no warranties, express or implied, under this Agreement or otherwise, in connection with REL's services on this Project.

RELIANCE – REL may, without liability, rely on the accuracy and completeness of information provided by Client, Client's consultants and any contractors, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards without the need for verification.

CHANGES IN SCOPE –The proposed fees constitute REL's estimate to perform the services required to complete the Project. However, all required services are not always definable in the initial planning. Accordingly, circumstances may dictate a change in the scope of services to be performed. Where this occurs, changes in the Agreement shall be negotiated, an equitable adjustment shall be made to REL's compensation and agreed to in writing by REL and Client.

DELAYS – REL shall complete its obligations within a reasonable time. If, through no fault of REL, such periods of time or dates are changed, or the orderly and continuous progress of REL's services is impaired, or REL's services are delayed or suspended, then the time for completion of REL's services, and the rates and amounts of REL's compensation, shall be adjusted equitably.

SUSPENSION & TERMINATION – Client may suspend the Project upon seven (7) days written notice to REL. If REL's services are substantially delayed through no fault of REL, REL may suspend services after giving seven (7) days written notice to Client. Either party may terminate this agreement upon thirty (30) days written notice to the other party in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

Client shall remain liable for, and shall promptly pay REL for all services rendered to the date of such suspension/termination of services plus suspension/termination charges incurred by REL. Suspension/termination charges include the cost of assembling documents, personnel and equipment rescheduling or reassignment, and commitments made to others on Client's behalf.

OPINION OF PROBABLE COSTS - REL's opinions of probable Construction Cost are to be made on the basis of REL's experience and qualifications and represent REL's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since REL has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, REL cannot and does not guarantee that proposals, bids, or actual Construction Cost shall not vary from opinions of probable Construction Cost prepared by REL.

REUSE OF PROJECT DELIVERABLES - All design documents prepared or furnished by REL are instruments of service, and REL retains all ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Client shall not rely in any way on any Document unless it is in printed form, signed and sealed by REL or one of its Consultants.

RIGHT OF ENTRY – Client agrees to obtain legal right-of-entry on the property when entry to property is required by the work of this Agreement.

ENVIROMENTAL CONDITIONS OF SITE - REL's scope of services does not include any services related to any environmental issues related to the site including petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, or regulated by any Federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste, substance, or material.

RELATIONSHIP WITH CONTRACTORS – REL shall not at any time supervise, direct, or have control over any contractor's work, nor shall REL have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, nor for safety precautions and programs in connection with the contractors' work, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work. REL neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work. REL shall have no authority to stop the work of any contractor on the Project.

LIMITATION OF LIABILITY – REL's total liability to Client for any and all claims for damages whatsoever, arising out of or in any way related to the Project or this Agreement, from any cause or causes, including but not limited to REL's negligence, errors, omissions, strict liability, or breach of contract, shall be limited as follows: REL's total liability shall not exceed the lesser of (1) \$1,000,000 (one million dollars) or (2) the remaining limits of any policy of insurance which provides coverage for the Client's cause or causes of action, such remaining limits to be measured as of the date judgment is entered against REL or the date when Client and REL otherwise settle/resolve the cause or causes of action.

INSURANCE – REL shall maintain insurance coverage for Professional, Commercial General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with any legal requirements and REL's business requirements. Certificates of Insurance shall be provided by REL upon written request.

MUTUAL WAIVER – To the fullest extent permitted by law, Client and REL waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

GOVERNING LAW, JURISDICTION & VENUE – This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois. Further, the parties agree and consent to the exclusive jurisdiction of the courts of the State of Illinois for all purposes regarding this Agreement and that venue of any action brought hereunder shall be exclusively in Cook County, IL.

NON-ENFORCEMENT – A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

ASSIGNMENT – A party shall not assign its rights or obligations pursuant to this Agreement without the express written permission and consent of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.

SURVIVAL – All express representations, waivers, indemnifications, and limitations of liability included in this Agreement shall survive its completion or termination for any reason.

THIRD PARTIES - Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or REL to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement shall be for the sole and exclusive benefit of Client and REL and not for the benefit of any other party.

SEVERABILITY - Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and REL, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that expresses the intention of the stricken provision.

STATUTE OF LIMITATIONS – to the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence to run, no later than the date of Substantial Completion of this Agreement.

CONFLICTS - If a conflict exists between the Agreement provisions and these Standard Terms and Conditions then these Standard Terms and Conditions shall prevail and control.

RESOLUTION NO.

A RESOLUTION AN AGREEMENT WITH THE STATE OF ILLINOIS AND THE VILLAGE OF COAL CITY APPROPRIATING FUNDS FOR THE 2014 SAFE ROUTES TO SCHOOL INFRASTRUCTURE PROJECT

WHEREAS, the Village of Coal City has determined that there is a need to extend and improve the sidewalk system serving Coal City Elementary and Intermediate Schools; and

WHEREAS, the project has been approved by the Illinois Department of Transportation (IDOT) to receive Federal Safe Routes To Schools (SRTS) funds for eight percent (80%) of the Construction costs (Federal share (80%) of \$130,800 and Local Match (20%) of \$32,700.00); and

WHEREAS, in order to obligate Federal funding of local highway improvements, the Village of Coal City is required, under IDOT policies, to enter into a Local Agency Agreement for Federal Participation for the funding of said local improvements, and

WHEREAS, the attached Local Agency Agreement for Federal Participation between the State of Illinois and the Village of Coal City defines the Local Agency participation in the improvement and the estimated local share of the cost of the improvements; said agreement attached hereto and hereby made a part hereof.

NOW, THEREFORE, BE IT RESOLVED, by the Village of Coal City that the attached Local Agency Agreement for Federal Participation is hereby approved and that there is hereby appropriated the sum of thirty-two thousand seven hundred dollars (\$32,700.00) from the Village [General Fund -- {select appropriate fund} – Motor Fuel Tax (MFT) Fund] as the Local Match (20%) for the Construction of the proposed improvements; and

BE IT FURTHER RESOLVED, that this project is hereby designated as Village Section Number 14-00032-00-SW; State Job Number C-93-041-15, and Federal Project Number SRTS-4009(302); and

BE IT FURTHER RESOLVED, that the Village President is hereby authorized to execute said Agreement.

PASSED this _____ day of _____, 2016, with _____ members voting aye, _____ members voting nay, the Village President _____ voting, and with _____ members absent, said vote being:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this _____ day of _____ 2016

Village President

(SEAL)

ATTEST:

Village Clerk

**LOCATION MAP
SAFE ROUTES TO SCHOOL
VILLAGE OF COAL CITY
SECTION #14-00032-00-SW
SRTS #2014-0080**



PREPARED BY:

Robinson
 ENGINEERING
 15275-LCTN-02

— PROJECT LOCATION
 * = SCHOOL SPEED ZONE SIGN

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: May 25, 2016

RE: AWARDING A CONTRACT TO ELLIOTT ELECTRIC FOR SYSTEM COMMUNICATIONS TECHNOLOGY AT THE WATER TREATMENT PLANT

The Village Board included a project within the budget during FY16 as well as FY17 to replace the current control technology for the water treatment plant. This includes the main computer operating unit that controls the operation of the water treatment plant and distribution system. The lowest responsive bidder, recommended by Chamlin & Associates, Elliott Electric has bid a price that shall come under the budgeted amount for this improvement at \$163,900.

This expenditure has been planned from existing fund balance within Fund #48, the infrastructure fund of the Village. After this project is completed, the main operating computer that has outlived its useful life shall be replaced and will be able to speak to remote locations through the water wells and distribution system. In addition, the recommended technology – SCADATA, will allow monitoring units that shall be able to replace other expenses within system. This includes alarm monitoring contracts that are currently necessary as well as some dedicated phone lines that result in operational savings on a monthly basis.

Upon the Board's adoption, work can begin immediately. The second project, which involves the replacement of the large face-piping that connects raw water sources and the treated water within the plant are planned for a future letting to allow this project to be completed by this fall and allow the next project to occur at a time other than peak demand for the water utility.

Recommendation:

Award the Water Treatment Plant SCADATA technology placement contract to Elliott Electric.

ENGINEERS • SURVEYORS • PLANNERS

May 20, 2016

Mr. Matt Fritz - Village Administrator
Village of Coal City
515 South Broadway
Coal City, Illinois 60416

SUBJECT: SCADA Water System Improvements
Bid Award

Dear Mr. Fritz:

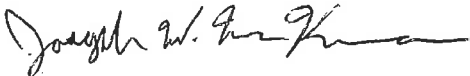
Bids were received and publically read on Thursday, May 12, 2016 at 2:00 P.M. for the above referenced project and a bid tabulation is enclosed for your reference.

Based on review of the alternative bid equipment with the Public Works Department and the Water and Sewer Committee, we recommend the project be awarded to the low, responsive, responsible bidder, Elliott Electric Inc. in the amount of \$163,900.00.

The Gasvoda SCADATA equipment is the alternative bid equipment included with this award as discussed, reviewed, and approved at the Water and Sewer Committee meeting on May 18, 2016.

If you have questions or require additional information, please call.

Sincerely,



Joseph W. McKenna, P.E.

Enclosure

JWM/pa

PERU OFFICE:

JAMES K. CLINARD, S.E., P.E. • ROGER J. CHAMLIN, P.E. • KEVIN W. HEITZ, P.E., P.L.S.
DEAN A. CHALKEY, C.F.M. • DON W. BIXBY, P.E. • ADAM OSSOLA, P.E. • MICHAEL S. RICETTA, P.L.S. • SCOTT M. SPAYER, P.L.S.

MORRIS OFFICE:

GUY R. CHRISTENSEN, P.E. • MICHAEL W. PERRY, P.E. • MICHAEL E. FARRELL, P.L.S.
JOSEPH W. MCKENNA, P.E. • TIMOTHY R. HEJNY, P.E. • RYAN E. HANSEN, P.E.

Village of Coal City
 SCADA Water System Improvement (09794.00)

May 12, 2016
 2:00 p.m.

BID TABULATION

ENGINEER'S ESTIMATE: N/A

CONTRACTOR	TOTAL BASE BID	BID SECURITY	CONTRACTOR CERTIFICATION	ACKNOWLEDGE ADDENDUM 1-4	RESPONSIBLE BIDDER CERTIFICATION	SUBCONTRACTOR TABULATION/EQUIPMENT SUPPLIER	QUALIFICATION STATEMENT	SUMMARY OF MONTHLY RECURRING COSTS	ALT. BID TABULATION/EQUIPMENT SUPPLIER	COMMENTS
Elliott Electric Inc. Coal City, IL	\$202,700	5%	YES	YES	YES	GAI	INCOMPLETE	\$140/MO \$350/YR	\$173,900 \$163,900	
D Construction Coal City, IL	\$208,510	5%	YES	YES	YES	GAI	COMPLETE	\$140/MO \$350/YR	\$202,610	
Sweeney Electric Co. Merrillville, IN	\$214,530	5%	NO	YES	NO	GAI	COMPLETE	\$140/MO \$350/YR	\$209,835	
Ficek Electric LaSalle, IL	\$223,540	5%	YES	YES	YES	GAI/METRO.	COMPLETE	\$140/MO \$350/YR	\$242,559 \$216,304	

ATTACHMENT II
COMPENSATION FOR ENGINEERING SERVICES
DURING THE CONSTRUCTION PHASE

1. As set forth in the AGREEMENT FOR ENGINEERING SERVICES dated the 27 day of January, 2016, by and between the Village of Coal City, the OWNER, and Chamlin & Associates, Inc., the ENGINEER, the OWNER and ENGINEER agree this _____ day of _____, _____ that the OWNER shall compensate the ENGINEER for services described in Section B-11 through B-25 and Section C designated Construction Phase services.

2. Compensation for ENGINEERING SERVICES shall be by per diem method in accordance with the estimated rates shown in Attachment III. The not to exceed fee based on a 5-month construction period is:

 \$ 15,000

3. The amount of compensation shall not change unless the scope of services to be provided by the ENGINEER changes and this Agreement is formally amended according to Section A-5.

4. Time of completion of services during construction is 150 calendar days following Notice to Proceed.

5. Signatures

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in quadruplicate on the respective dates indicated below:

Executed by the OWNER:

VILLAGE OF COAL CITY, ILLINOIS

ATTEST:

BY: _____ BY: _____
Pamela M. Noffsinger, Village Clerk Terry Halliday, Village President

DATE: _____ DATE: _____

(SEAL)

Executed by the ENGINEER:

CHAMLIN & ASSOCIATES, INC.

BY: _____ BY: _____
Michael W. Perry, Secretary James K. Clinard, Vice-President

ATTACHMENT III - FEE SCHEDULES

1. SCHEDULE OF HOURLY RATES

The hourly rates include profit, overhead, readiness to serve, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the OWNER, the ENGINEER may subcontract part of the services provided under this Agreement. If the ENGINEER subcontracts part of this work, the OWNER will pay the actual cost to the ENGINEER. "Cost to the ENGINEER" to be verified by furnishing the OWNER copies of invoices from the party doing the work.

2016-2017 RATE SCHEDULE

Grade Classification of Employee	Hourly Rate	Grade Classification of Employee	Hourly Rate
Principal	\$ 136.00	Sr. Party Chief	\$ 92.00
Structural Engineer	136.00	Party Chief	80.00
Project Engineer	124.00	Inspector	82.00
Professional Land Surveyor	108.00	Rodman	44.00
Engineer	100.00	Admin. Support Staff	40.00
Sr. Project Manager	118.00		
Project Manager	104.00		
Instrument Operator	100.00	Vehicle & Standard Survey Equip.	8.00
Engineer in Training (EIT)	98.00	Vehicle & Total Station	18.00
Designer	90.00	GPS & Vehicle	38.00
Chief Engineering Aide	104.00	Inspection Vehicle	5.00
Sr. Engineering Aide	86.00	Mileage	0.50/mi.
Engineering Aide	76.00	Computer & Plotter	15.00
Draftsman	72.00	ATV Rental	20.00

The hourly rates itemized above shall be effective the date the parties, hereunto entering this agreement, have affixed their signatures and shall remain in effect until March 31, 2017. In the event that services of the engineer extend beyond this date, the hourly rates will be adjusted yearly by addendum to the agreement to compensate for increases or decreases in the salary structure of the engineer that are in effect at that time.