

COAL CITY VILLAGE BOARD MEETING

**WEDNESDAY
OCTOBER 24, 2018
7:00 p.m.**

(immediately following the Public Hearing)

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

AGENDA

1. Call meeting to order
2. Pledge of Allegiance
3. Approval of Minutes October 10, 2018
4. Approval of Warrant List
5. Public Comment
6. Presentation of Community Service Award
7. Ordinance 18-27 Purchase Agreement for 445 ½ S. Broadway

- | | |
|--|--|
| 8. Ordinance 18-28 | Variance Request
65 W. Second Street |
| 9. Resolution 18-28 | Approving Coal City Housing Rehabilitation
Program Procedures Manual |
| 10. Resolution 18-29 | Committing Local Funds of \$10,000 |
| 11. Resolution 18-30 | Pledging Local Support for the Application
Of Housing Rehabilitation Program Funding |
| 12. Resolution 18-31 | Authorizing Payments to NCICG for the
Preparation of the Housing Rehabilitation
Program Grant |
| 13. Resolution 18-32 | Accepting Improvements and Disbursement
Of Security Funds-Hoffman Industrial
Development Project |
| 14. Authorization of Contract Increase for the 2018 Road Improvements
Project | |
| 15. Approval of Christopher B. Burke Engineering, Ltd. for Construction
Engineering of Phase III of the South Broadway Reconstruction Project
and Authorize Mayor to Execute Agreement | |
| 16. Report of Mayor | |
| 17. Report of Trustees: | S. Beach
T. Bradley
D. Spesia
D. Greggain
R. Bradley
N. Nelson |
| 18. Report of Village Clerk | |

19. Report of Village Attorney

20. Report of Village Engineer

21. Report of Police Chief

22. Report of Village Administrator

23. Adjourn

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NUMBER 18 - ____

**AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR THE
PURCHASE OF CERTAIN REAL PROPERTY**

(445 ½ S. Broadway)

TERRY HALLIDAY, Village President
PAMELA M. NOFFSINGER, Village Clerk

SARAH BEACH
ROSS BRADLEY
TIMOTHY BRADLEY
DANIEL GREGGAIN
NEAL NELSON
DAVID SPESIA
Village Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of
Coal City

on _____, 2018

ORDINANCE NUMBER 18 - __

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR THE
PURCHASE OF CERTAIN REAL PROPERTY

(445 ½ S. Broadway)

WHEREAS, the Village of Coal City ("Village") is an Illinois non-home rule municipal corporation, organized and operating pursuant to the Constitution and laws of the State of Illinois;

WHEREAS, the heirs and devisees of Mrs. Leonard Fioritto (cumulatively, "*Seller*") are the owners of that certain real property located at 445 ½ S. Broadway, Coal City, Illinois 60416, bearing permanent index number (PIN) 09-02-154-004 and legally described in **Exhibit A** to this Ordinance ("*Property*");

WHEREAS, the Village is authorized and empowered by the General Assembly pursuant to 65 ILCS 5/2-3-8 to acquire and hold property for public purposes; and

WHEREAS, the Village President and Trustees of the Village (cumulatively, the "*Corporate Authorities*") deem it advisable and necessary for the health, safety, and welfare of the residents of the Village of Coal City to provide for the purchase of the Property to preserve opportunities for future development of a municipal building or community recreational or educational facilities;

WHEREAS, pursuant to the provisions of Section 11-61-3 of Article 11 of the Illinois Municipal Code, 65 ILCS 5/11-61-3, the Village is authorized to purchase real property for public purposes pursuant to contracts that provide for the consideration for such purchase to be paid in annual installments during a period not exceeding 20 years;

WHEREAS, Village and Seller have negotiated and are desirous of entering into a contract for the sale of the Property to the Village for the purchase price of ONE HUNDRED

SEVENTY EIGHT THOUSAND EIGHT HUNDRED FIFTY AND NO/100 DOLLARS (\$178,850.00), pursuant to the terms of that certain real estate purchase and sale agreement substantially in the form which is attached hereto and incorporated herein as **Exhibit B** ("**Contract**");

WHEREAS, the Corporate Authorities find and determine that it is in the Village's best interests to authorize the execution of a real estate contract with the Owner and the purchase of the Property pursuant to the terms of the Contract.

NOW, THEREFORE, be it ordained by the President and Board of Trustees of the Village of Coal City, Grundy and Will Counties, Illinois, as follows:

SECTION 1. Recitals. The foregoing recitals shall be and are hereby incorporated into and made a part of this Ordinance as if fully set forth in this Section 1.

SECTION 2. Terms. The Corporate Authorities hereby determine that it is advisable, necessary, and in the interests of the public health, safety, and welfare that the Village purchase the Property pursuant to terms substantially in the form of the Contract and to enter into the Contract substantially in the form attached as Exhibit B, subject to final legal review and approval by the Village Attorney.

SECTION 3. Authorization. The Corporate Authorities hereby approve an agreement for the purchase of the Property, which agreement shall be in substantially the form of the Contract, subject to final legal review and approval. The Mayor, Village Clerk, Village Administrator, and Village Attorney are hereby authorized and directed to execute those documents and take those actions necessary to enter into the Contract, as finally negotiated, subject to final approval of the Village Attorney, and subsequently close on the purchase of the Property in accordance with the terms of the Contract, as finally negotiated, and state statute.

SECTION 4. Effective Date. This Ordinance shall be in full force and effect on and after its passage, approval, and publication in pamphlet form in the manner provided by law.

SECTION 5. Repealer. All ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6. Saving Clause. If any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance, which are hereby declared to be separable.

SO ORDAINED this _____ day of _____, 2018, at Coal City,
Grundy and Will Counties, Illinois.

AYES:

ABSENT:

NAYS:

ABSTAIN:

Approved:

VILLAGE OF COAL CITY

Terry Halliday, President

Attest:

Pamela M. Noffsinger, Clerk

EXHIBIT A

PIN: 09-02-154-004

COMMONLY KNOWN AS: 445 ½ S. BROADWAY, COAL CITY, ILLINOIS

EXHIBIT B

REAL ESTATE CONTRACT

APPENDED ON FOLLOWING PAGES

4811-7469-2985, v. 1

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: October 24, 2018

**RE: VARIANCES TO ALLOW GARAGE CONSTRUCTION AT
65 W. SECOND STREET**

The owner of the residence at 65 W. Second Street would like to construct a detached garage for the storage of a Pontoon Boat as well as a 28' long trailer. In order to do this, he would like to construct a 30'x 60' structure in the rear yard complying with all applicable setbacks. This structure would exceed the allowable square footage and the height requirements for garages. The structure has been updated to have a traditional gable roof with a 6/12 pitch to maintain the previous 20' total height of the structure.

Variances required to allow for the construction of the requested accessory structure include its height of 20' exceeding the maximum height by 5', the length of the structure exceeding 36' in length in one direction by 24', and the maximum allowable square footage for an accessory structure as well as the cumulative amount for all accessory structures being exceeded by 900 and 700 square feet respectively. Despite the total square footage, the requested square footage shall not exceed the lot coverage for either the rear yard or entire property requirements.

The Planning & Zoning Board held a public hearing at its last meeting of October 15th. All of the members of the Board voted unanimously to recommend this variance for adoption. No members aside from the petitioner appeared to speak about the requested variance.

Recommendation:

Adopt Ordinance No. ____: Granting Variances for the Construction of a Garage in the Rear Yard at 65 W. Second Street.

COAL CITY ZONING APPLICATION

Owners name or beneficiary of land trust: JAKE DAUTO

Address: 65 W. SECOND ST Phone number: 815-712-6532

Owner represented by: Self ☒ Attorney ☐

Contract purchaser ☐ Other agent ☐

Agents name ☐ Phone number: ☐

Address: ☐

X Existing zoning: RS-2 Use of surrounding properties: North RS-2 South RS-2

East RS-2 West RS-2

What zoning change or variance: (specify) TO ALLOW 30'X60' GARAGE

To allow what use FOR STORAGE OF PONTON BOAT + TRAILER 28' Long, LAWN MOWER, SNOW BLOWER, VEHICLE PARKING ETC.

Tax number of subject property: 06-34-479-006

Common address of property: 65 W. 2ND ST. (SECOND STREET)

Parcel dimensions: 90'X182.85' Lot area (sq. ft.) 16,456.5

Street frontage 90 FEET

Legal description LOT 3 + THE EAST HALF OF LOT 4, BLOCK 1 in TROTTERS 4TH SUBDIVISION.

In addition, the applicant must comply with the ZONING ORDINANCE OF THE VILLAGE OF COAL CITY, adopted June 1, 1989, Chapter II, sections A through F available for review at the Village Clerks office. Also attached to the application are tables 1, 2 and 3 for the applicant's reference.

I, (we) certify that all of the above statements and the statements contained in any papers or plans submitted herewith are true to the best of my (our) knowledge and belief.

* Jacob Davito, being first duly sworn, on oath deposes and says,
Applicant's Name

that all of the above statements and the statements contained in the documents submitted herewith are true.

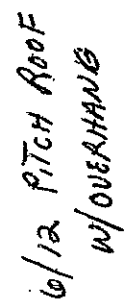
Subscribed and sworn before me on this 12 day of September, 2018.
Laura Diane Sullivan Jacob Davito Jacob Davito ^{LS}
Notary Public (Seal)  Signature of Owner ✓

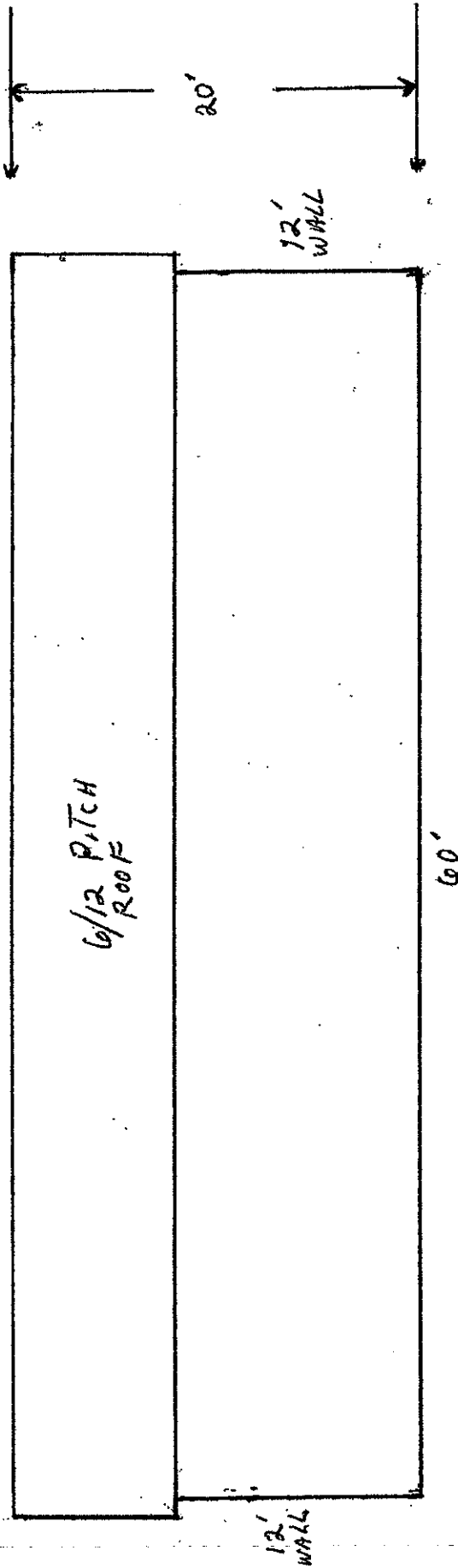
You may attach additional pages, if needed, to support the documentation of application.

Please note the number of pages attached. 3

FOR OFFICE USE ONLY

Case number	<u>ZA-297</u>	Location of hearing
Filing date	<u>Sept. 12, 2018</u>	Village Hall
Hearing date	<u>Oct. 15, 2018</u>	515 South Broadway
Filing fee	<u>\$ 100.-</u>	Coal City, Illinois
Hearing time	<u>7pm</u>	







THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NUMBER _____

**AN ORDINANCE GRANTING VARIANCES TO THE ZONING CODE FOR THE
LOCATION OF A DETACHED GARAGE WITHIN THE REAR YARD OF
65 W. SECOND STREET IN THE VILLAGE OF COAL CITY**

TERRY HALLIDAY, President
PAMELA M. NOFFSINGER, Village Clerk

SARAH BEACH
ROSS BRADLEY
TIM BRADLEY
DAN GREGGAIN
NEAL NELSON
DAVID SPESIA
Village Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Coal City
on _____, 2018

ORDINANCE NO. _____

**AN ORDINANCE GRANTING VARIANCES TO THE ZONING CODE FOR THE
LOCATION OF A DETACHED GARAGE WITHIN THE REAR YARD OF
65 W. SECOND STREET IN THE VILLAGE OF COAL CITY**

WHEREAS, an application for variance from Sections 156.72 and 156.161 of the Village of Coal City Zoning Code ("Zoning Code") was filed by Jake Davito ("applicant") on September 12, 2018 to replace the existing shed with a detached garage; and

WHEREAS, Section 156.161 requires adherence to the standards provided within Table 15 including a maximum height of 15 feet, maximum length in one dimension not to exceed 36 feet, maximum square footage of the accessory structure not to exceed 900 square feet along with the cumulative maximum square footage for all accessory uses not to exceed 1,100 square feet; and

WHEREAS, a public hearing was noticed and duly held on October 15, 2018; and

WHEREAS, the Village of Coal City Planning and Zoning Board met on October 15, 2018, and considered passage of the variance request to the Board of Trustees; and

WHEREAS, Section 156.250 permits the Village Board to approve variations from the Zoning Code; and

WHEREAS, the Village Board of Trustees and the President of the Village of Coal City believe it is in the best interests of the Village to grant the requested variances.

NOW THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Coal City, Grundy and Will Counties, Illinois, as follows:

Section 1. Recitals. The foregoing recitals shall be and are hereby incorporated into and made a part of this Ordinance as if fully set forth in this Section 1.

Section 2. Findings of Fact. Findings of Fact. The Board of Trustees find as follows concerning the Variance for 65 W Second Street:

- A. **Special Circumstances Not Found Elsewhere.** The property exceeds the limits of one lot and has additional square footage to accommodate the placement of accessory structures exceeding certain limits but not going beyond the legal lot coverage requirements.
- B. **Preserves Rights Conferred by the District.** This residential property shall have an accessory structure to be accessed from the alley like many of the other neighbors within the neighborhood and similar RS-2 district.

C. **Necessary for Use of the Property.** The existing shed does not provide the necessary storage for the upkeep and maintenance of the property; this structure shall provide the necessary space that is needed.

D. **Consistency with the Local Area and Comprehensive Plan.** Granting this variance is consistent with the principles provided in the Comprehensive Plan. The garage shall be finished with residential materials and fit in with the character of the neighborhood.

E. **Minimum Variance Recommended.** The petitioner has modified the original request to include a gable roof on the accessory structure to ensure it meets the residential requirements for construction and does not require any additional variances.

Section 3. Description of the Property. The property is located at 65 W. Second Street in the Village of Coal City within an RS-2 District.

Section 4. Public Hearing. A public hearing was advertised on September 19, 2018 in the Coal City Courant and held by the Planning and Zoning Board on October 15, 2018, at which time a majority of the Planning and Zoning Board members recommended passage of the Variance to the Board of Trustees.

Section 5. Variances. The variations requested in the September 12, 2018 Variance Application to the Zoning Code are granted as follows:

Variances in conjunction with Section 156.161 are hereby granted to allow the replacement of a shed with a detached garage so as to:

- a. Exceed the maximum height of the building by 5' for a total height of 20'.
- b. Exceed the total allowable square footage of a garage by 900 square feet totaling 1,800 square feet.
- c. Exceed the maximum allowable square footage for all accessory uses by 700 square feet totaling 1,800 square feet.

Section 6. Conditions. The variances granted herein are contingent and subject to the following conditions:

- A. The detached garage shall be constructed in a manner consistent with the presentation to the Planning & Zoning Board and the Board of Trustees including the roof being constructed with a 6/12 pitch gable roof.

Section 7. Severability. In the event a court of competent jurisdiction finds this ordinance or any provision hereof to be invalid or unenforceable as applied, such finding shall not affect the validity of the remaining provisions of this ordinance and the application thereof to the greatest extent permitted by law.

Section 8. Repeal and Savings Clause. All ordinances or parts of ordinances in conflict herewith are hereby repealed; provided, however, that nothing herein contained shall affect any rights, actions, or causes of action which shall have accrued to the Village of Coal City prior to the effective date of this ordinance.

Section 9. Effectiveness. This ordinance shall be in full force and effect from and after passage, approval and publication in pamphlet form as provided by law.

SO ORDAINED this _____ day of _____, 2018, at Coal City, Grundy & Will Counties, Illinois.

AYES:

NAYS:

ABSENT:

ABSTAIN:

VILLAGE OF COAL CITY

Terry Halliday, President

Attest:

Pamela M. Noffsinger, Clerk

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: October 24, 2018

RE: SECURITY AGREEMENT DEPOSIT REFUND

Hoffman Transportation has been working with the Village of Coal City to become its first manifest rail end user along Reed Road. Rather than provide a performance bond or letter of credit for public improvements connected with the development of the new industrial property, the developer requested to post cash as the security. Although the Village holds in excess of \$1 million related to all of the improvements, the portions related to the water utility have been prepared for release. This utility has been properly tested and the easements for future access have been properly recorded.

The sanitary and storm water portions are awaiting some future test results to ensure they have been completed and prepared for public receipt of the infrastructure. The Village Attorney has prepared the Bill of Sale for these utilities as part of the Resolution to reduce the security. Ryan Hansen, the Village Engineer, is preparing a new letter for just the water utility in order to return a portion of the security at this time to allow the final portions of completion to be established for the remainder of the utilities at a future date. This shall allow a portion of Hoffman's security to be returned since a portion of the improvements have been satisfactorily provided.

Recommendation:

Adopt Resolution No. ____: Accepting Water Utility-Related Improvements and Instructing the Treasurer to Return a Portion of the Hoffman Security.

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

RESOLUTION
NUMBER _____

**A RESOLUTION ACCEPTING CERTAIN IMPROVEMENTS FOR THE HOFFMAN
INDUSTRIAL DEVELOPMENT PROJECT AND DIRECTING DISBURSEMENT OF A
PORTION OF SECURITY FUNDS FOLLOWING SATISFACTORY COMPLETION OF
CORRESPONDING REQUIRED IMPROVEMENTS**

TERRY HALLIDAY, Village President
PAMELA M. NOFFSINGER, Village Clerk

SARAH BEACH
ROSS BRADLEY
TIMOTHY BRADLEY
DANIEL GREGGAIN
NEAL NELSON
DAVID SPESIA
Village Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of
Coal City

on _____, 2018

RESOLUTION NO. _____

A RESOLUTION ACCEPTING CERTAIN IMPROVEMENTS FOR THE HOFFMAN INDUSTRIAL DEVELOPMENT PROJECT AND DIRECTING DISBURSEMENT OF A PORTION OF SECURITY FUNDS FOLLOWING SATISFACTORY COMPLETION OF CORRESPONDING REQUIRED IMPROVEMENTS

WHEREAS, the Village of Coal City (“Village”) is an Illinois non-home rule municipal corporation, organized and operating pursuant to the Constitution and laws of the State of Illinois;

WHEREAS, the Village has the authority to adopt ordinances and resolutions and to promulgate rules and regulations that pertain to its government and affairs, including the use of land within its corporate boundaries, and to protect the public health, safety, and welfare of its citizens;

WHEREAS, Hoffman Property Holding, LLC is an Illinois limited liability company with its principal offices at 26062 SW Frontage Road, Channahon, Illinois 60410 (“Developer”);

WHEREAS, the Village has granted certain zoning and development approvals to Developer to construct, equip, maintain, develop and operate a rail-served transloading facility, trucking and warehouse operation (the “Hoffman Project”) on certain real property consisting of approximately 156 total acres located between Reed and Spring Roads and between Broadway and Berta Roads in Coal City, Grundy County, Illinois, as more particularly set forth in Ordinance 18-21, inclusive of all exhibits thereto, lawfully adopted by the Corporate Authorities of the Village at a public meeting on August 22, 2018 and incorporated by this reference as though fully set forth herein (the “Zoning Relief Ordinance”);

WHEREAS, pursuant to and consistent with the approvals therein granted, Developer has constructed certain public improvements to serve the Hoffman Project including, among others, and without limitation, on- and off-site 30” sanitary sewer and 12” and 16” watermain utility improvements and appurtenances thereto in accordance with and as depicted on the Amended Preliminary and Final PUD Plat for Hoffman Transportation – Coal City Site prepared by Spaceco

Inc. dated March 20, 2017 with a revision date of August 1, 2018 (attached hereto and incorporated herein as **Exhibit A** and known as the "Final PUD Plat") and the Off-Site Utility Extension Exhibit prepared by Spaceco, Inc. dated July 30, 2018 and attached hereto as **Exhibit B**, as set forth in the Bill of Sale attached hereto and incorporated herein as **Exhibit C** (hereafter the "Public Improvements");

WHEREAS, the Village Engineer has recommended that the Village accept the Public Improvements related to the Hoffman Project, as identified more particularly in the Bill of Sale attached as Exhibit C to this Resolution;

WHEREAS, Developer will execute a required Bill of Sale for the Public Improvements attached hereto as Exhibit C, and has or will execute and submit other required documents for the Public Improvements;

WHEREAS, the Village finds that it is in its best interest to accept said Public Improvements as set forth herein;

WHEREAS, the Village and Developer entered into the Hoffman Park Improvements Security Agreement dated October 20, 2017, as amended by the Hoffman Park Improvements Security Agreement Addendum dated April __, 2018 (cumulatively, the "Security Agreement"), providing for Developer to deposit with the Village and the Village to retain 110% of the estimated cost of Developer completing the Public Improvements and a portion of the private stormwater detention facility servicing the Hoffman Project (the "Security Funds") until such time as the Village confirmed that the improvements secured by the posted funds were satisfactorily completed in accordance with the approved plans and specifications;

WHEREAS, the Village has received a disbursement request from Developer for the remaining Security Funds ("Disbursement Request 2");

WHEREAS, the Village Engineer has reviewed Disbursement Request 2 and, following inspection of the Public Improvements, has certified to the Village that the water mains and related appurtenances, including, without limitation, valves, and fire hydrants associated with the water supply system (cumulatively, the "Water System") have been completed, inspected and tested and meet the minimum requirements of Village ordinances and the plans and specifications on file and approved by the Village, as set forth in the Engineer's Approval Letter attached hereto as **Exhibit D**; and

WHEREAS, certain inspections, tests and punchlist items remain outstanding with respect to the sanitary sewerage system and related appurtenances (cumulatively, "Sanitary Sewer System") and the stormwater drainage system (the "Drainage System"), including the establishment of stormwater detention facility landscaping, such that the Village will continue to retain the portion of the Security Funds pertaining to the Sanitary Sewer System and the Drainage System until such time as the Village Engineer may certify in writing that the Sanitary Sewer System and the Drainage System, respectively, are completed, operational, tested, inspected and in compliance with approved plans.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Coal City, Counties of Will and Grundy, Illinois, as follows:

SECTION 1. RECITALS. That the foregoing recitals shall be and are hereby incorporated into and made a part of this Resolution as if fully set forth in this Section 1.

SECTION 2. ACCEPTANCE OF WATER SUPPLY SYSTEM.

- A. The Village hereby accepts, upon the recommendation of the Village Engineer, the Water Supply System constructed as part of the Hoffman Project in accordance with the

approved plans and specifications, and accepts all of the right, title and interest in said Water Supply System for public use and benefit. The Village's acceptance of the Public Improvements is subject to the following conditions:

- a. Delivery to the Village by Developer of as-built drawings for the Water Supply System;
 - b. Delivery to the Village by Developer of fully executed lien waivers for all work on the Public Improvements;
 - c. Developer's execution of all documents that the Village requests to transfer ownership of the Water Supply System to, and to evidence ownership of the Water Supply System by the Village, free and clear of all liens claims, encumbrances, and restrictions unless otherwise approved by the Village. The documents transferring ownership of the Water Supply System to, and to evidence ownership of the Water Supply System by the Village shall be acceptable in form and substance to the Village Attorney, in substantial accordance with the Bill of Sale attached hereto as **Exhibit C**;
 - d. Developer's grant or dedication to the Village of a 15' permanent maintenance easement on, under and through its real property for purposes of the Village's operation, inspection, testing, maintenance, replacement and repair of the Water Supply System or elements thereof in a form acceptable to the Village Attorney.
- B. This enactment shall be deemed null and void if Developer fails to satisfy the conditions set forth hereinabove within 90 days hereof, which conditions expressly survive the Village's acceptance of the Water Supply System.

SECTION 3. DISBURSEMENT OF SECURITY FUNDS IN RESPONSE TO PAY

REQUEST 2. The Village Treasurer is hereby authorized and directed to disburse to Developer _____ AND NO/100 DOLLARS (\$ _____ .00) in response to Pay Request 2 ("Disbursement 2"), representing the portion of the Security Funds securing the completion of the Water Supply System.

SECTION 4. RESOLUTION OF CONFLICTS. All enactments in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5. SAVING CLAUSE. If any section, paragraph, clause, or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Resolution, which are hereby declared to be separable.

SECTION 6. EFFECTIVENESS. This Resolution shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

SO RESOLVED this _____ day of _____, 2018, at Coal City, Grundy and Will Counties, Illinois.

AYES:

ABSENT:

NAYS:

ABSTAIN:

APPROVED this _____ day of _____, 2018.

Terry Halliday, President

Attest:

Pamela M. Noffsinger, Clerk

EXHIBIT A

FINAL PUD PLAT

[Attached on following page]

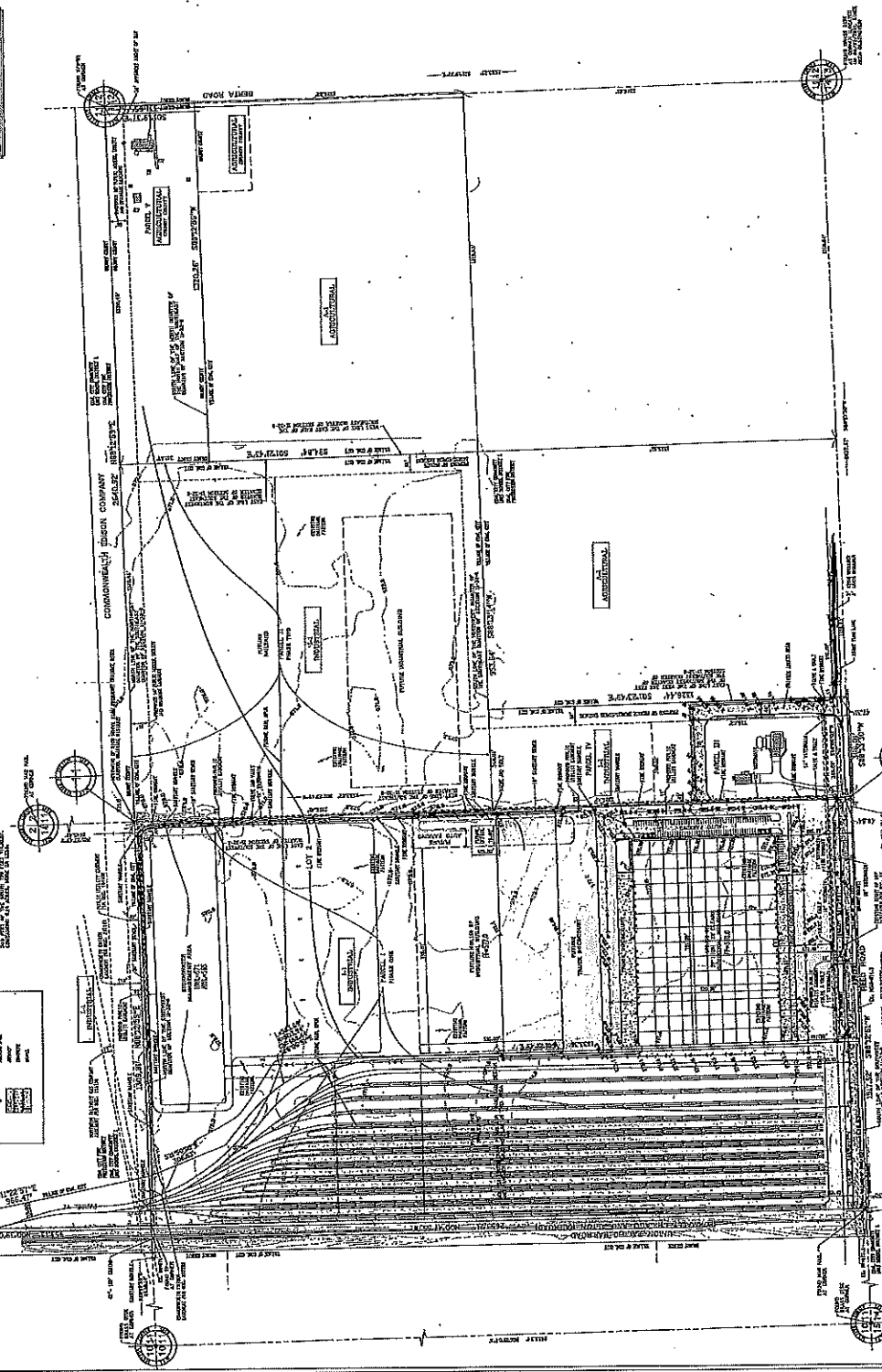
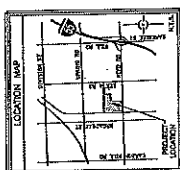
AMENDED PRELIMINARY AND FINAL PUD PLAT FOR HOFFMAN TRANSPORTATION - COAL CITY SITE

LEGEND

PROPOSED HIGHWAY	EXISTING HIGHWAY
PROPOSED RAILROAD	EXISTING RAILROAD
PROPOSED LOT	EXISTING LOT
PROPOSED EASEMENT	EXISTING EASEMENT
PROPOSED RIGHT-OF-WAY	EXISTING RIGHT-OF-WAY
PROPOSED UTILITY	EXISTING UTILITY
PROPOSED FENCE	EXISTING FENCE
PROPOSED DRAINAGE	EXISTING DRAINAGE
PROPOSED ROADWAY	EXISTING ROADWAY
PROPOSED SIDEWALK	EXISTING SIDEWALK
PROPOSED CURB	EXISTING CURB
PROPOSED GUTTER	EXISTING GUTTER
PROPOSED PAVEMENT	EXISTING PAVEMENT
PROPOSED GRADE	EXISTING GRADE
PROPOSED ELEVATION	EXISTING ELEVATION
PROPOSED DISTANCE	EXISTING DISTANCE
PROPOSED AREA	EXISTING AREA
PROPOSED VOLUME	EXISTING VOLUME
PROPOSED WEIGHT	EXISTING WEIGHT
PROPOSED LENGTH	EXISTING LENGTH
PROPOSED WIDTH	EXISTING WIDTH
PROPOSED DEPTH	EXISTING DEPTH
PROPOSED TEMPERATURE	EXISTING TEMPERATURE
PROPOSED PRESSURE	EXISTING PRESSURE
PROPOSED SPEED	EXISTING SPEED
PROPOSED ACCELERATION	EXISTING ACCELERATION
PROPOSED DECELERATION	EXISTING DECELERATION
PROPOSED CORNER	EXISTING CORNER
PROPOSED CENTER	EXISTING CENTER
PROPOSED PERIPHERY	EXISTING PERIPHERY
PROPOSED SURFACE	EXISTING SURFACE
PROPOSED VOLUME	EXISTING VOLUME
PROPOSED WEIGHT	EXISTING WEIGHT
PROPOSED LENGTH	EXISTING LENGTH
PROPOSED WIDTH	EXISTING WIDTH
PROPOSED DEPTH	EXISTING DEPTH
PROPOSED TEMPERATURE	EXISTING TEMPERATURE
PROPOSED PRESSURE	EXISTING PRESSURE
PROPOSED SPEED	EXISTING SPEED
PROPOSED ACCELERATION	EXISTING ACCELERATION
PROPOSED DECELERATION	EXISTING DECELERATION
PROPOSED CORNER	EXISTING CORNER
PROPOSED CENTER	EXISTING CENTER
PROPOSED PERIPHERY	EXISTING PERIPHERY
PROPOSED SURFACE	EXISTING SURFACE

PROPOSED SITE SUMMARY
 LOT 1 - 35.31 AC. - RAILROAD
 LOT 2 - 15.02 AC. - REMAINING LAND EAST OF RAILROAD
 SITE AREA - 50.33 AC.

THAT PORTION FALLING WITHIN RED ROAD CORN - 1.05 AC.
 THAT PORTION FALLING WITHIN RED ROAD CORN - 1.05 AC.
 THAT PORTION FALLING WITHIN RED ROAD CORN - 1.05 AC.



**FOR REVIEW
PURPOSES ONLY**

PROPOSED 200
 1/2 IN. = 100 FT.
 1/4 IN. = 200 FT.

SPACED INC.

1/2 IN. = 100 FT.
 1/4 IN. = 200 FT.

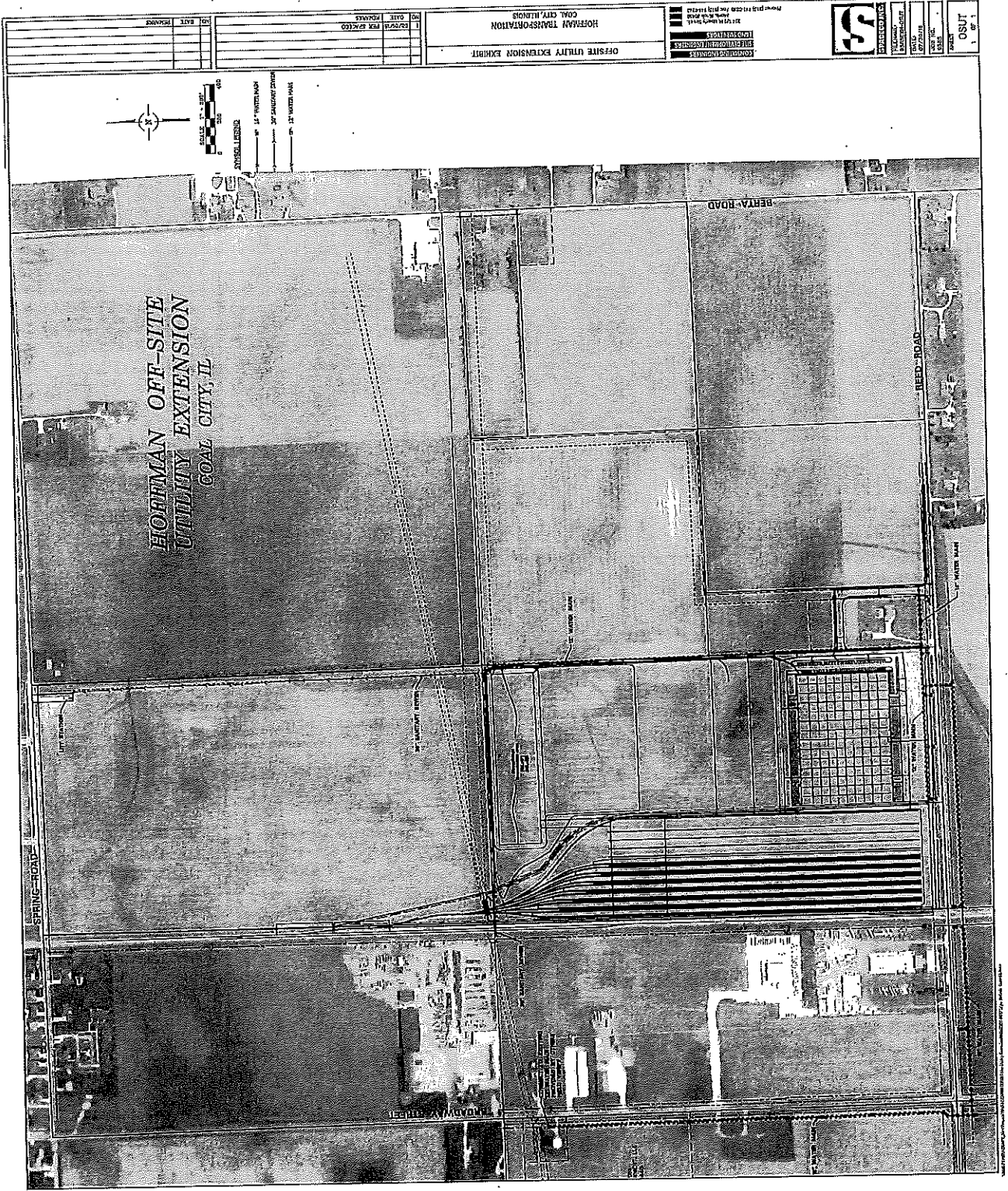
LEGEND

PROPOSED HIGHWAY
 EXISTING HIGHWAY
 PROPOSED RAILROAD
 EXISTING RAILROAD
 PROPOSED LOT
 EXISTING LOT
 PROPOSED EASEMENT
 EXISTING EASEMENT
 PROPOSED RIGHT-OF-WAY
 EXISTING RIGHT-OF-WAY
 PROPOSED UTILITY
 EXISTING UTILITY
 PROPOSED FENCE
 EXISTING FENCE
 PROPOSED DRAINAGE
 EXISTING DRAINAGE
 PROPOSED ROADWAY
 EXISTING ROADWAY
 PROPOSED SIDEWALK
 EXISTING SIDEWALK
 PROPOSED CURB
 EXISTING CURB
 PROPOSED GUTTER
 EXISTING GUTTER
 PROPOSED PAVEMENT
 EXISTING PAVEMENT
 PROPOSED GRADE
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 EXISTING VOLUME
 PROPOSED WEIGHT
 EXISTING WEIGHT
 PROPOSED LENGTH
 EXISTING LENGTH
 PROPOSED WIDTH
 EXISTING WIDTH
 PROPOSED DEPTH
 EXISTING DEPTH
 PROPOSED TEMPERATURE
 EXISTING TEMPERATURE
 PROPOSED PRESSURE
 EXISTING PRESSURE
 PROPOSED SPEED
 EXISTING SPEED
 PROPOSED ACCELERATION
 EXISTING ACCELERATION
 PROPOSED DECELERATION
 EXISTING DECELERATION
 PROPOSED CORNER
 EXISTING CORNER
 PROPOSED CENTER
 EXISTING CENTER
 PROPOSED PERIPHERY
 EXISTING PERIPHERY
 PROPOSED SURFACE
 EXISTING SURFACE

EXHIBIT B

OFF-SITE UTILITY EXTENSION EXHIBIT

[Attached on following page]



1" = 100'
OSUT
1
1

SPRING ROAD
BERTIE ROAD
REED ROAD
L. P. MARTIN ROAD

HOFFMAN OFF-SITE UTILITY EXTENSION
COAL CITY, ILLINOIS
HOFFMAN TRANSPORTATION
COAL CITY, ILLINOIS

DATE: 10/1/00
BY: J. L. HOFFMAN
FOR: HOFFMAN TRANSPORTATION
PROJECT: HOFFMAN OFF-SITE UTILITY EXTENSION
SHEET: 1 OF 1

SCALE: 1" = 100'
N
100' 200' 300' 400' 500' 600' 700' 800' 900' 1000'

EXHIBIT C

BILL OF SALE

[Attached on following page]

BILL OF SALE

Seller, Hoffman Property Holding, LLC, an Illinois limited liability company ("Seller"), in consideration of TEN AND NO/100 (\$10.00) DOLLARS, receipt whereof is hereby acknowledged, does hereby sell, assign, transfer, warrant and set over to the Village of Coal City, an Illinois municipal corporation, in Grundy and Will Counties, Illinois ("Village"), the public improvements herein described.

The public improvements ("Property") are shown on the record drawings entitled, _____, originally dated _____, 20____, and last updated _____, 20____, prepared by _____, a copy of which is attached hereto and incorporated by reference herein.

Seller hereby represents and warrants to the Village that Seller is the absolute owner of said Property, that said Property is free and clear of all liens, charges and encumbrances, and that Seller has full right, power and authority to sell said Property and to make this Bill of Sale.

Seller warrants the labor and materials comprising the Property for a period of _____ years from the date of the Village's acceptance thereof.

IN WITNESS WHEREOF, Seller has signed and sealed this Bill of Sale this ____ day of _____, 2018.

HOFFMAN PROPERTY HOLDING, LLC,

By: _____
(Type or Print Name Here)

Its: _____

EXHIBIT D

ENGINEER APPROVAL LETTER

[Attached on following page]

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: October 24, 2018

RE: CHANGE ORDER FOR THE 2018 STREETS PROGRAM

The Village Board has approved a number of actions related to this year's annual road improvement program. The budget that had been set at \$200,000 of construction in this year's fiscal budget benefitted from an increase of MFT from its originally budgeted \$95,000 to \$140,000 due to a Resolution adopted at the May 23rd Regular Meeting. With this increase, the Committee focused upon getting the original budgeted \$200,000 of construction when D Construction began its work.

Due to the extensive work required because of the number of patches and the additional material necessary to correct deteriorating roadway on main thoroughfares such as Broadway and Carbon Hill Road, the total quantities increased the total construction expenditure upwards to \$234,657.51. Additional work such as S. Broadway replacement work and patch repair on Reed Road were completed without any quantities being added to the Village' annual road construction.

Revenues have been collected for these increased expenditures. The increased amount allocated for expenditure from the Motor Fuel Tax Fund and the initial year's collection of Street & Bridge revenues have exceeded expectations. So far, this line item has led to \$67,000 in tax collections rather than the \$37,500 predicted in this year's fiscal year budget. The additional construction carries along with it an increase in the total dollars expended in engineering totaling \$28,132 inclusive of testing services (\$23,000 had been budgeted).

Recommendation:

Authorize a \$57,155.68 increase in the contract with D Construction for 2018 Road Improvements to provide for additional paving work exceeding the original project scope as well as the transfer of additional Street & Bridge Revenues into the Capital Fund, not less than \$29,000.

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: October 24, 2018

**RE: SELECTING CBBEL TO COMPLETE PHASE 3 CONSTRUCTION
OVERSIGHT OF S. BROADWAY RECONSTRUCTION**

The Street & Alley Committee has been reviewing responsive engineering firm submittals for the last phase of engineering oversight related to the S. Broadway Reconstruction Project. Five firms submitted qualifications for this step of the project. Christopher B. Burke Engineering, Ltd. (CBBEL) was selected as the leading responsive firm from the written RFQ submittals. After completing an oral interview with the proposed Project Manager and Resident Engineer, CBBEL remains the lead candidate for this role in the oversight of the construction firm which shall reconstruct the S. Broadway infrastructure and streetscape.

The Construction Services Engineering Agreement is a standard form engineering contract from IDOT that shall prevail as to the final costs for professional services and shall follow the total amount of time expended and cost of project as to the total amount that may be charged. Currently, the cost of this portion of engineering is estimated to exceed \$400,000.

A portion of CBBEL's submittal has been provided along with the resume of the Project Manager, Daniel Crosson and the Resident Engineer, Michael Rodak.

Recommendation:

Select CBBEL as the Phase 3 Construction Oversight Engineer and authorize Mayor Halliday to enter into a contract with CBBEL for professional services.

W. DANIEL CROSSON, PE
Vice President, Head, Construction Engineering Department

Mr. Crosson leads a staff of 37 engineers and technicians. He is the Project Manager for all construction observation and construction inspection projects and oversees CBBEL's Phase III contracts for CDOT, Illinois Tollway and IDOT. He serves as CBBEL's liaison to Algonquin, Elmwood Park, Glendale Heights, and Lombard. Previously provided Resident Engineering services to numerous public and private sector clients, including IDOT, Illinois Tollway and the Capital Development Board. Dan served as FEMA Project Officer for Hurricane Katrina and Hurricane Rita Reimbursement, assigned to Austin and East Texas.

Madison Street Reconstruction and Streetscape, Forest Park and River Forest: Project Manager for Madison St reconstruction and streetscape between Desplaines Ave and Park Ave. The third of a mile project included HMA full depth pavement to accommodate three 11 foot lanes and two 8 foot parking lanes. Roadway layout also includes 2 planted medians and bump outs to delineate the parking lanes. All sidewalks and driveways were removed and replaced, along with installation of decorative brick pavers within parkways and bump outs. A decorative light poles system was installed. Also included was the installation of 900 LF of new watermain to update Forest Park existing watermain system. Responsibilities included construction observation, coordination of material inspection, quantity verification and communication with business owners, and documentation as outlined in IDOT's Construction Manual.

TRANSPORTATION

I-90 (Jane Addams Tollway) Roadway and Bridge Reconstruction, Widening (Contracts 4206 and 4233), Illinois Tollway: Project Manager. Reconstruction of I-90 from Roselle Rd to Higgins Rd consisted of the complete replacement and widening of a 4-mile stretch of both EB and WB I-90. Improvements included new PCC concrete pavement, subgrade improvements, asphalt shoulders, crash barriers, storm sewer, lighting and electrical, and structural improvements. Work included construction of a new exit ramp and Toll Plaza at Roselle Road and ITS buildings and gantry foundations for an Active Traffic Management System. Structures included a precast PCC I-beam supported dryland bridge, 3 precast concrete double barrel culverts, 9 retaining walls, and 11 noise walls.

Retaining Wall, Noise Wall and Drainage Improvements, Illinois Tollway: This project involved construction of retaining wall, noise walls and drainage improvements along I-90 from Arlington Height Rd to Oakton St. The project included performance based retaining walls, which required design review and coordination with Tollway and utilities. As Resident Engineer daily duties included overseeing construction observation activities, coordination with adjacent contracts, facilitating meetings and coordination of materials inspection. Other duties included contract administration and preparation of change orders and pay estimates.

I-294 Northbound Exit Ramp at Balmoral Avenue: Project Manager for all Phase III services required during the construction of exit ramp and reconfiguration of existing SB entrance ramp. Supervised the Resident Engineer and subconsultant's staff. Coordinated all MOT changes on I-294 and various nighttime lane closures during the project. Construction was accomplished utilizing staged MOT NB and SB on I-294. All lane restrictions required on I-294 to facilitate construction tasks (beam removal and replacement, existing bridge demolition etc.) were restricted to 8pm to 5am.

I-80 Resurfacing (Harlem Avenue to I-294), IDOT: Project Manager. This project was constructed using ARRA funds, therefore, all documentation and material inspections were completed in accordance with federal guidelines. Project included HMA surface removal, Class D pavement patching, resurfacing with polymerized HMA SMA binder and surface courses, placement of HMA binder and surface (Mix D) for shoulders and ramps, in-laid pre-formed plastic striping, surveillance loops, and all other miscellaneous items necessary to complete the work. Bridge work included deck patching, expansion joint replacement, and sealing of concrete deck. In addition, the ramp from I-80 East to I-57 North included reconstruction of the shoulder, embankment, and ramp lighting upgrades.

Contract R-06-5346, Illinois Tollway: Project Manager/Resident Engineer on a maintenance project involving nine bridges on the Tri-State Tollway (I-294). Work included joint repair, bridge deck patching, barrier wall and noise wall repairs, and latex concrete overlays at NB Electric Ave and SB Butterfield Rd. The overlays utilized staged traffic in 5 phases, all other work was completed at night between 9:00pm and 5:00am. Concrete bridge deck repairs utilized Tollway PP-5 concrete mixed on site with a 3-hour cure time. Bridge joint repairs utilized a partial depth

YEARS EXPERIENCE: 33
YEARS WITH CBBEL: 26

EDUCATION

Bachelor of Science, 1993
Civil Engineering, Construction
Management, Illinois Institute
of Technology

PROFESSIONAL REGISTRATION

Professional Engineer, IL,
062.052377, 1998

PROFESSIONAL DEVELOPMENT

IDOT QC/QA Courses:

3-Day Aggregate for Mixtures

Level I Portland Cement
Concrete

Level II Portland Cement
Concrete

Level I Hot Mix Asphalt

Level II Hot Mix Asphalt

2 Day Nuclear Density

IDOT T2 Documentation
Reviewer

PROFESSIONAL AFFILIATIONS

Illinois Road & Transportation
Builders Association

AWARDS

2013 Recruiter of the Year,
Illinois Road & Transportation
Builders Association



Delcrete system. Contract was awarded Bridge Contract of the Year-Rehabilitation by Illinois Tollway. Construction Cost \$3,500,000.

Contract R-06-5387, Illinois Tollway: Project Manager for Task Order contract involving Construction Management services for various Phase III projects. Projects completed to date include RR-05-5350 Bridge Repairs for Various Structures along the Reagan Memorial Tollway (I-88) and RR-06-5465 Reagan Memorial Tollway (I-88) Resurfacing. Ongoing projects include RR-06-9955 Reagan Memorial Tollway (I-88) Pavement Marking and I-05-5369 I-90 and IL 173 Interchange Construction.

FAI-90/94 (Dan Ryan Expressway) at 33rd Street, Bridge Superstructure Replacement, CDOT: Project Manager for Phase III Services. Project included demolition of the existing deck, structural steel, pier caps and abutments; then installation of reinforced concrete abutments, pier caps, structural steel, reinforced concrete deck and parapets, lighting and signalization. Work coordinated with IDOT, CTA and ComEd. Construction cost ~\$6,500,000.

2015 Sheridan Road Water Main Improvements Water Main Lining, Evanston: Project Manager for the lining of approx. 1,800 linear feet of 18" water main, installation of approx. 1,800 feet of 18" ductile iron, 264 linear feet of 8" ductile iron water, 775 linear feet of 6" ductile iron water, 26 linear feet of 36" ductile iron water, and 15 linear feet of 30" ductile iron water main, 15 fire hydrants and 21 water services between Lincoln St and Emerson St, related appurtenances, concrete curb and sidewalk repairs, pavement patching, HMA street resurfacing, parkway restoration and all materials, labor, equipment, and incidental work.

McLean Blvd (Route 31 to Lancaster Circle); Stearns Road Corridor: Resident Engineer for construction of cast-in-place box culverts, detention pond excavation, embankments, 16,000 SY of 10" PCC jointed pavement, traffic signals (2 each). This contract also involved removal of an existing 60' timber trestle bridge owned by CNRR, and replacement with a 120' single span thru girder steel bridge viaduct and the appurtenant retaining walls adjacent to new railroad bridge abutments.

Stearns Road Corridor-Phase I, Wetland Mitigation, KDOT: Project Manager for construction of wetlands and detention ponds, as well as the embankment for proposed roadway and bridge approach. Approx. contract value is \$4.1 million. This included excavation of ponds and wetlands with spoil material being used to make the proposed highway embankment. The volume of earth moved was 170,000 CY. Also included was the creation of approx. 30 acres of wetland/compensation storage/detention ponds.

2009-2010 Bond Improvements, Glendale Heights: Project Manager for design and delivery of over \$9 million dollars of roadway improvements to various locations throughout the Village. Work included reconstruction, rehabilitation and resurfacing. Due to the retirement of the Public Works Director, CBBEL was relied upon to provide a seamless transition during the Village's recruitment and hiring process.

Rohlwing Road Reconstruction, Rolling Meadows: Full reconstruction of Rohlwing Rd from Industrial Ave to US 14 (Northwest Highway). Project included complete removal of

existing pavement and sub-base, construction of a new drainage system, new water main and services, 10" PCC pavement, retaining walls and a bike path. Due to extensive industrial traffic the project was staged over a 2 year period.

I-PASS Lanes at Plaza 19 (River Road/I-90E), Illinois Tollway: Project Manager for switching of a manual lane to a multi-use I-PASS designated lane; as well as switching an automatic lane to a car only I-PASS designated lane. Included was the relocation of electrical components in the tunnel, concrete and asphalt pavement reconstruction, proposed signing, lighting improvements and median barrier wall modifications including drainage improvements.

Oak Creek Resurfacing, Lombard: Resident Engineer for improvements in the Oak Creek Industrial subdivision. Project included spot curb repairs, point repairs to storm sewers, signal modifications and reconstruction of intersection at Oak Creek and Tinley Road. Project was completed using MFT funding.

IL Route 58 at IL Route 62 Intersection Improvements, Rolling Meadows: Project Manager. Project consisted of new turn lanes, traffic signals and lighting in intersection with ADT of 70,000. Provided coordination with 8 private underground utilities within project limits and coordination with surrounding businesses.

I-PASS Lanes at Plaza 29 (I-294N) and Plaza 17 (I-90W), Illinois Tollway: Project Manager for switching of an automatic lane to an I-PASS designated lane. Project included relocation of electrical components in tunnel, new egress for tunnel, asphalt pavement reconstruction and median barrier wall modifications with drainage improvements. Daily duties included construction observation, coordination of material inspection and documentation of quantities. Other duties included shop drawing review, contract administration and preparation of change orders, extra work orders and pay estimates for CSE's review.

Terrace View West Improvements, Lombard: Full reconstruction of 6 blocks of residential streets. Project included several components: New watermain and new services to all homes; Point repair of sanitary sewer and new sanitary services to all homes; Complete replacement of storm sewer system; Complete reconstruction of 3,800 LF of roadways; Extensive landscaping improvements throughout project; Primary contact with all impacted residents throughout project; and Primary contact with grammar school located within project limits.

Balmoral Avenue Extension, Rosemont: Project included several components: Re-alignment and widening of existing section of Balmoral Ave; Westward extension of Balmoral Ave including a 250' bridge over Wisconsin-Central RR; Two ramps for access to and from NB Mannheim Rd (US 45); Resurfacing of 5,000' of NB Mannheim Rd; Construction of auxiliary lane for merging and re-alignment of existing ramp from NB Mannheim Rd to I-190 EB. Project also included drainage improvements, street lighting system and relocation of an existing watermain. Coordination with IDOT, City of Chicago and O'Hare Airport was required due to their participation in funding.

Retaining Wall Replacement, I-294 North, Illinois Tollway: Project Manager for removal and replacement of a retaining wall for purpose of future widening of I-294. Proposed retaining wall was a T-Wall System and included a cast-in-place parapet wall.



MICHAEL RODAK

Senior Construction Engineer

Mr. Rodak is experienced in construction engineering for highway and municipal roadways, bridges and related infrastructure construction. He brings to CBEL 31 years of experience serving as an Assistant Resident Engineer, Resident Engineer, Senior Materials Coordinator, and Project Manager for public agency, municipal, and private development projects. Mr. Rodak also has experience in geotechnical and construction materials engineering. He is currently responsible for managing various construction engineering projects and any associated junior staff.

US Route 52 & River Road (IDOT Contract #61D82), Shorewood: Resident Engineer. \$3.2 million project consisting of HMA surface removal and resurfacing, pavement widening, combination concrete curb and gutter removal and replacement, construction of a new pedestrian bridge, new drainage structures and storm sewer, removal and replacement of the roadway lighting and traffic signals, ditch regrading, landscaping, sidewalk replacement, and installation of detectable warnings. Construction was performed in three stages and was coordinated with local businesses in order to maintain access to them at all times.

Reconstruction of I-55 (Stevenson Expressway) and US 41 (Lake Shore Drive) Interchange Outbound Structures, IDOT*: Materials Coordinator. \$74 million bridge, retaining walls, and pavement reconstruction project which consisted of 3 new bridges construction, roadway reconstruction, retaining wall construction, bridge removal, utility and water main relocation, special waste excavation, earth excavation and embankment, new storm and combined sewers, relocation of Metra catenary and overhead power lines, sidewalks, curb and gutter, pavement marking and signage, roadway lighting, ITS, concrete abutments, steel furnishing and erection, bridge deck and parapets, traffic control and protection, and urban enhancements.

Bishop Ford at Stony Island Feeder Interchange, IDOT*: Materials Coordinator. \$42 million bridge and pavement reconstruction project consisting of 2 complete bridge replacements, 2 new bridge decks and bearing replacement, 2 bridge rehabilitations and 1 bridge removal. Construction included new traffic signal and drainage improvements at 2 intersections on 103rd Street. Project also included reconstruction of Stony Island Extension, which included new jointed pavement and drainage improvements. Project contained work on multiple interchange ramps and various electrical improvements project wide.

DuPage Airport, Runway 2R-20L Extension and Safety Area Improvements*: Resident Engineer. \$3.5 million runway extension project. Work consisted of airfield pavement removal, construction of 1343' of new 100-foot wide PCC pavement, including grading/mass earthwork, new granular sub base, and new asphalt treated permeable base course. Drainage improvements, runway lighting improvements, signage modifications, pavement under drain system installation, and pavement removal and remarking were also performed. IDOT IDEA documentation procedures were followed.

Chicago Shoreline Protection Project (43rd to 45th Street Revetment Reconstruction)*: Materials Coordinator/Assistant Resident Engineer. \$13.8 million reconstruction of Lake Michigan shoreline revetment. Work consisted of excavation and demolition of existing revetment, salvage, storing and reusing existing limestone blocks for offshore reef structure. New revetment consisted of anchored sheet pile bulkhead, extending 10 to 30' lakeward, with wales and tie-rods. Concrete rubble fill was imported and processed prior to placement. H-pile foundations were installed for new reinforced concrete slabs, step stones, and wave deflectors. Work scope also included construction of miscellaneous concrete structures, placement of new earth fill, construction of new lakefront trail, and widening/resurfacing of the existing trail. Project was administered by CDOT and included project specifications developed by USACE and Chicago Park District. CDOT project documentation procedures were utilized.

I-57 Resurfacing, Will County, IDOT District One*: Materials Coordinator. \$11.4 million resurfacing of I-57 from Will County Line Road to just north of 175th Street. Work included inspection of milling of existing HMA surface and placing of Polymerized HMA binder course and surface course on the mainline. Also included was the milling and resurfacing of ramps and shoulders, placement of pavement markings, Class A patching and detector loops.

Arterial Street Resurfacing, CDOT/ARRA Streets, Central and North Areas, Chicago*: Resident Engineer. \$14.5M project funded by the American Recovery and Reinvestment Act (ARRA). Project rehabilitated over 15 miles of City of Chicago arterial roadways. Work included

YEARS EXPERIENCE: 31
YEARS WITH CBEL: <1

EDUCATION

Bachelor of Science, 1987
Civil Engineering & Technology
Southern Illinois University

Associate in Science, 1983
College of DuPage

CERTIFICATIONS

Documentation of Contract
Quantities, IDOT, 17-12678

Illinois Construction Records
System (ICORS) Training
Seminar, IDOT

Materials Management of
Job Sites, IDOT

PROFESSIONAL DEVELOPMENT

ACI Concrete Field Testing
Technician - Grade I

Quality Management,
American Society of Quality

IDOT QC/QA Courses:
Mixture Aggregate
Technician Course

Bituminous Concrete Density
Tester Course

Hot Mix Asphalt Level I & II

Portland Cement Concrete
Level I & II

Construction Materials
Inspection Documentation
Course

Division of Aeronautics (IDA)
RE Training

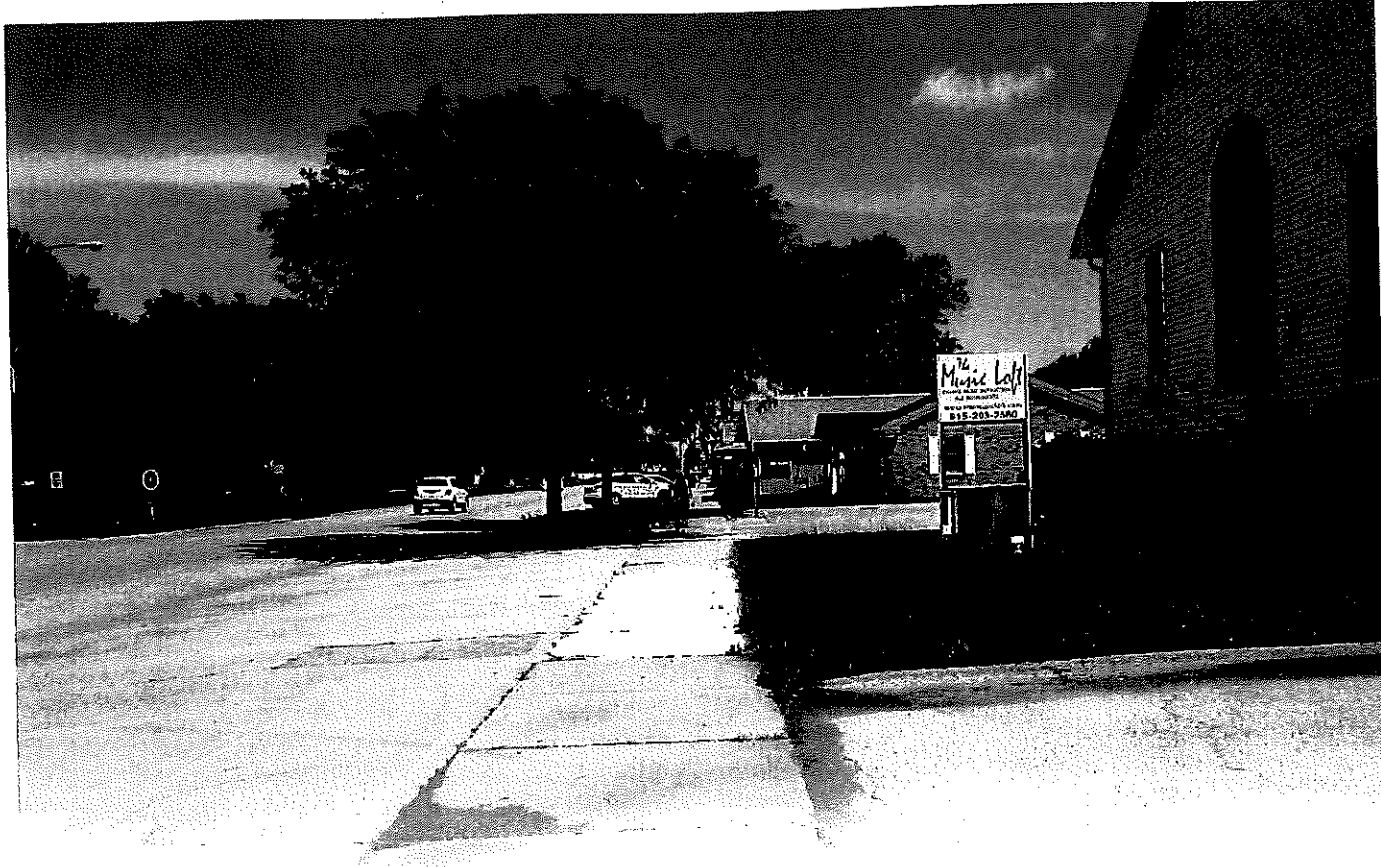


pavement patching and resurfacing of 20 City streets. Other work performed included curb and gutter replacement, sidewalk replacement, PCC bus pad installation, traffic signal and Red-Light Camera work, tree planting and landscaping. Project streets were located in business and residential areas with several streets located within the Loop.

Cantera, Warrenton*: Project Manager. \$39 million, 650-acre multi-use private development, constructed on site of former sand and gravel quarry. Earthwork operations involved moving 3.5 million cubic yards of soil. Infrastructure work included sanitary sewer, storm sewer, water main, roadway widening, intersection reconfiguration (signals and roadway), roadway and bike path construction, parking lot construction, and water tower construction. Project management included liaison to public agencies, review contractor bids and recommend contractor selections, prepare construction estimated budgets and schedules, direct and submit documentation on all soil and construction materials testing, prepare contractor pay recommendations, coordinate and manage infrastructure construction.

*prior experience





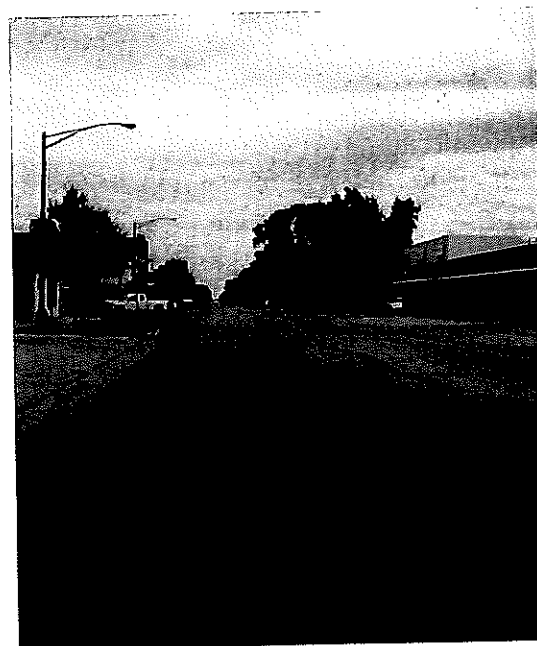
PROJECT UNDERSTANDING

CBBEL's approach for the successful completion of the Broadway Street Reconstruction begins with composing a Project Team with the experience and expertise to meet all anticipated challenges. Our proposed team includes a highly-qualified Resident Engineer, **MIKE RODAK**, who is experienced with federally-funded projects and understands the importance of this project to the Village. Mike, who has 31 years of experience, is currently working in the Village of Shorewood on a high-visibility, federally-funded project that involves construction staging and coordination with area businesses. Mike will be assisted by **KRISTEN MARQUIE**, who is IDOT certified in the documentation of contract quantities. The project will be managed by the head of our construction engineering department, **W. DANIEL CROSSON, PE**, who has more than 33 years of experience. Our design project manager, **STEVE SUGG, PE, PTOE**, will be available to answer any questions or provide necessary clarification to the plans during construction.

KEY ISSUES

CBBEL understands that the Broadway Reconstruction is a highly visible project and the work and construction traffic will directly affect Village residents and businesses. It is vital to the success of the project that the work be completed in a logical and timely manner and that coordination with all key project players be maintained at all times. This project is scheduled for the January 18, 2019 IDOT letting with a completion date of November 22, 2019. We estimate that the project will begin sometime between mid-March and early April, depending on the weather, and be completed within one construction season. Broadway Street will be completely reconstructed from Park Street to Division Street, while work between Walnut Street and Park Street will be limited to the replacement of roadway lighting and some other minor improvements. We are committed to providing the Village of Coal City with a quality product. There are several key issues that we foresee for this project. They are:

- Maintain access to businesses at all times through the use of plywood ramps and temporary stone.
- Maintain parking adjacent to the businesses, whenever possible.





- **Maintain a clean construction site.** The reconstruction of Broadway Street is a major project with new storm sewer, pavement, and other improvements. In addition, the alignment of the road will be shifted to allow for a parkway to be constructed on the east side of the road. Construction is going to be unpleasant; however, we will work with the contractor to keep dust down and to make certain that all construction materials and equipment are stored within the construction zone.
- **Communication with the Village, business owners and residents.** Our Resident Engineer, Mike Rodak, understands the importance of keeping Village officials, business owners and residents aware of construction activities.
- **Work with the contractor to provide a quality product for the Village.** CBBEL strives to maintain a good, professional working relationship with contractors and their subcontractors.

COMMUNICATION WITH THE VILLAGE

Our construction engineering department places an emphasis on open communication with the owner before, during, and after construction is completed. During construction, CBBEL will keep the Village informed of schedule changes, construction phasing and all major construction activities. We will provide weekly progress reports to the Village and contractor. A separate weekly update will also be sent to the Village for posting on the Village website in order to keep the public informed. We will hold weekly meetings with the Village and contractor to discuss any issues, contractor progress and future work.

COORDINATION AND COMMUNICATION WITH RESIDENTS, BUSINESSES, & PUBLIC FACILITIES

CBBEL will utilize several different methods to communicate with the project stakeholders regarding progress and project changes to MOT and other milestones.

- **Preconstruction Open House:** CBBEL and the Village of Coal City will jointly host a preconstruction Open House to inform the stakeholders of the construction activities to be expected,

milestones that will occur throughout the project, and the character amenities and benefits of this completed project.

- **Constant Contact:** Using the contact list from the Open House and additional contacts from our day to day interactions, CBBEL will use "Constant Contact" to update project stakeholders on a weekly basis and notify those on the contact list of changing conditions. Constant Contact is an email marketing software that will allow CBBEL to provide updates to stakeholders in our database and provide CBBEL feedback regarding who is viewing updates and when updates are opened. It will allow CBBEL to target updates for maximum saturation.
- **Door Hangers:** The CBBEL RE will go door to door passing out door hangers and business cards to all businesses and residents affected by the project. The door hangers will contain a paper flyer with critical project updates. We will utilize these interactions to assist in developing our project contact list.

MONITORING TRAFFIC CONTROL

The project implements staged construction with a detour. CBBEL will ensure the Contractor gives proper notice prior to the stage changes and will inform residents, public facilities and businesses. With any change in traffic patterns, motorists need a grace period to adjust. There is a pay item in the plans for the contractor to provide message boards. Message boards will be placed one week ahead of the commencement of construction and any major changes to the traffic patterns.

CBBEL will perform daily traffic control checks in the morning and afternoon and notify the contractor of any deficiencies that require attention. CBBEL will complete a detailed daytime traffic control check once a week and two detailed nighttime weekly traffic control checks per month, which follows IDOT procedures. Both daytime and nighttime checks will be recorded on IDOT's form BC 726.

COORDINATION WITH BNSF RAILWAY

CBBEL has recent experience working adjacent to at-grade rail crossings and understands the requirements when working adjacent to a railway. Obtaining railroad insurance can be a

lengthy process. CBBEL will verify with the contractor has applied for insurance after contract award as not to delay the project start. CBBEL understands BNSF's safety concerns and will work closely with the contractor to make sure that contractor activities are in compliance with BNSF requirements. Our staff will attend BNSF rail training required to work adjacent the railway.

DOCUMENTATION AND MATERIAL INSPECTION

We understand that the project is federally funded. IDOT specifications, procedures, and documentation will be followed due to federal funding participation. CBBEL completes many federally funded projects in coordination with IDOT each year and has a good working relationship with IDOT. CBBEL will follow

the IDOT Construction Manual and Project Procedures Guide for documentation and material inspection requirements. CBBEL internally runs QC audits on the project documentation to ensure everything is in order for a quick approval and close-out.

EROSION CONTROL INSPECTION

As required by the provisions of the NPDES Permit Number ILR10, CBBEL's Resident Engineer will inspect all erosion control measures installed during construction to ensure that they are in accordance with the Storm Water Pollution Prevention Plan (SWPPP). He will perform this inspection weekly and generate a report detailing any deficiencies that need to be addressed. This report will be given to the Contractor as well as the Village.

SCOPE OF SERVICES

In order to successfully complete this project, CBBEL will perform, or be responsible for the performance of the services outlined in the RFQ in connection with this project. CBBEL will furnish qualified engineers, construction observers and/or technical personnel to perform these services. The following are the tasks that CBBEL will use for the Broadway Reconstruction project.

TASK 1 – PRE-CONSTRUCTION SERVICES

1. Advise the Village of potential conflicts or problems, so that solutions can be developed prior to construction.
2. Conduct Pre-Construction Meeting with Contractor, Village Staff, and Utility Company Representatives. CBBEL shall prepare a project contact list, including 24-hour emergency numbers, for distribution with the meeting minutes. Obtain from the contractor a list of proposed suppliers and subcontractors. Make recommendations to the Village regarding the suitability of the subcontractors for the proposed work.
3. Attend and participate in Village Administered Project Informational Meeting with Impacted Property Owners and other Project Stakeholders (if required).
4. Permit Coordination; Obtain and distribute all permits issued for the construction of the project.
5. Utility Coordination (Nicor, ComEd, AT&T, Comcast, etc.);
6. Review the construction schedule submitted by the contractor for compliance with the contract.
7. CBBEL shall document all existing conditions with digital photographs and videotapes to ensure that all disrupted areas have been restored per the plan or existing conditions.
8. Review the Inspector's Checklists provided through IDOT for contract line items including Erosion Control, Hot-Mix Asphalt, Storm Sewers and Earth Excavation.
9. Provide information to the Village to update your website with construction updates.

TASK 2 – SHOP DRAWING REVIEW

1. Review of all submittals to ensure conformance with the requirements set forth in the Contract Documents and Engineering Drawings;
2. Shop Drawings and Contractor Submittals:
 - Record data received, maintain a file of drawings and submissions, and check construction for compliance with them.
 - 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.

- 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.

TASK 3 – CONSTRUCTION OBSERVATION LAYOUT VERIFICATION AND/OR CONSTRUCTION LAYOUT

- Verify Construction Layout Performed by Contractor;
- Coordinate with the design engineer and contractor to verify initial geometric controls.
- Since the contractor is responsible for construction staking, perform periodic measurements to assure the contractor's construction staking and construction layout is accurate per plan.

CONSTRUCTION OBSERVATION

- Develop and distribute regular Project Notifications (letters to impacted residents, businesses, refuse and delivery companies, etc.).
- Construction Inspection of all Contract Work to ensure improvements are constructed safely with minimal impact on

the public and in accordance with the project specifications; CBBEL will 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.

- Answering of questions and resolving issues and concerns from impacted property owners;
 - Ensure that Construction Completion Schedule is adhered to; Review contractor's progress on a bi-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.
- Conduct Weekly Progress Meetings;
- Provide Weekly Progress Updates to Village Staff;
- 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.
- Coordinate with IDOT Bureau of Traffic

TRAFFIC CONTROL INSPECTION

Perform Traffic Control Inspection as outlined in Section 700: Work Zone Traffic Control of IDOT's Construction Manual. At a minimum, CBBEL shall perform the following in accordance with STP procedures:

- One detailed daytime inspection per week and two detailed nighttime inspections per month. These inspections shall be recorded on Form BC 726, Traffic Control Inspection Report.
- In addition, the Resident Engineer will drive through the jobsite daily and document the drive through in the project diary.
- If traffic control is in place during project suspensions, two drive-throughs per week will be performed.
- If major deficiencies are observed, the Resident Engineer will notify the contractor immediately and insure that the contractor takes the appropriate actions as outlined in the contract documents.

Illinois Department of Transportation		Weekly Report of Resident		County	
Project No.		Week Ending		Section	
Contract Price		Estimated Completion Date		Route	
Contractor		Contract Completion Date		District	
Contract Completion Date		Contract Working Days		Contract No.	
Time Last Extended to		Average Number of persons working		Job No.	
Execution		Reports		Project	
Start		Suspended		Reports	
				Significant	
				Completion	
Resident Name					
Day	Date	Hours Worked	Contracting Item	Working Days Charged	Why Notable Days
SUN					
MON					
TUE					
WED					
THU					
FRI					
SAT					
Total this week					
Previous Total					
Total to Date					
Will Contractor complete project on time at present rate of progress? ☐ Yes ☐ No ☐ No-Verify					
Have you documented rate of progress with Contractor this week? ☐ Yes ☐ No ☐ No-Verify					
Signed: Regional Engineer		Resident		Project Number	
Contractor		Signature		Date	
Project File		Signature		Date	
NOTE: Insure that all data submitted for project from the 2010 to the 2011 time period is reported with the weekly inspection report, including hours and the percentage of work to be done in the project. If not, it will be rejected.					
Printed 10/1/2010					
BC 239 (Rev. 02/05/05)					

TASK 4 – CONSTRUCTION DOCUMENTATION

CBBEL follows all IDOT guidelines and procedures for Construction Engineering, including, but not limited to, IDOT Construction Manual and IDOT Project Procedures Guide.

1. Maintain Daily Project Diary, Daily Inspection Reports, Field Books, Quantity Books, and all other Pertinent Records.
2. Contract Administration/Documentation.
3. Quantity Measurement.
4. Maintain and update ICORS.
5. Field Office: An engineer's field office is included in the contract. CBBEL's Construction Staff will utilize the field office through closeout. CBBEL will provide staff computers and any necessary office supplies not provided by the construction contract.
6. Construction Engineer shall provide his/her own vehicle for use in the field at all times.
7. Process Pay Requests and provide Village Staff with a Recommendation for Payment.
8. Develop and Process Change Orders as necessary including Final Balancing Change Order.
9. Respond to any Requests for Information from the Contractor.

TASK 5 – MATERIAL QA TESTING

1. Performance of Quality Assurance Material Testing in conformance with IDOT requirements for QC/QA Material Testing;

CBBEL will utilize Material Service Testing, Inc. (MST) for the material testing portions of this contract. MST will provide Quality Assurance (QA) testing as outlined by IDOT's Bureau of Material and Physical Research, and further described in the Construction Manual.

The Resident Engineer provided by CBBEL will be familiar with the frequency of QA testing as required by IDOT as outlined in their Project Procedures Guide. The Resident Engineer will coordinate the QA material testing and review all required reports submitted by both the contractor's QC sub-contractor and MST for compliance with the project specifications.

TASK 6 – POST-CONSTRUCTION/ PROJECT CLOSE-OUT

1. Develop and ensure completion of "Punch List";
2. Completion of a Warranty Inspection to identify and direct Contractor to address any issues that arise during warranty period (up to 1 year beyond date of final payment to Contractor).

3. Prepare final pay estimate and change order for the Village's approval.
4. Verify all necessary material inspection has been received and documented.
5. Submit the job box to the Village with all pertinent project information, including Record Drawings (see Task 7).

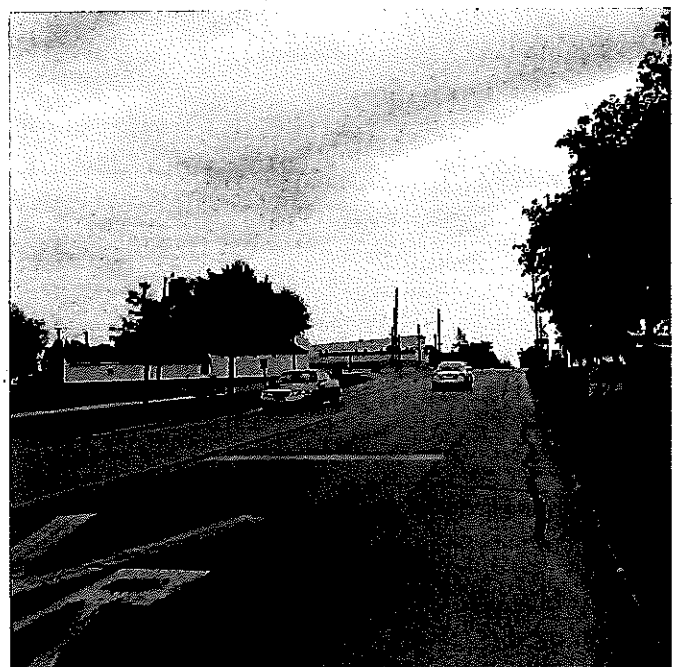
TASK 7 – RECORD DRAWINGS

Provide one (1) hard copy and one (1) electronic copy of the As-Built Topographical Survey and Engineering Drawings Detailing the "As-Built" conditions.

SUMMARY

The staff that we have assembled for this project is highly qualified to provide construction engineering services for the Village. They have the expertise and commitment required for this project. Our on-site team has years of experience inspecting and managing construction projects giving us the understanding and knowledge to communicate with the residents and business owners to insure construction is completed with minimal disruptions.

Our Team's broad experience on the various engineering aspects of this project including all roadway and storm sewer work, streetscape, maintenance of traffic, lighting installation and project documentation and close-out as well as the dedication to communication with affected area parties and agencies, will allow the upcoming project to be undertaken in a comprehensive, efficient, and cost effective manner to the benefit of the Village.



Local Public 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	C O N S U L T A N T	Consultant Christopher B. Burke Engineering, Ltd.
County Grundy				Address 9575 W. Higgins Road, Suite 600
Section 14-00030-00-WR				City Rosemont
Project No.				State IL
Job No.				Zip Code 60018
Contact Name/Phone/E-mail Address Matt Fritz, Village Administrator 815.634.8608 / mfritz@coalcity-il.gov				Contact Name/Phone/E-mail Address W. Daniel Crosson, PE 847.823.0500 / dcrosson@cbbel.com

THIS AGREEMENT is made and entered into this _____ day of _____, between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT described herein. Federal-aid funds allotted to the LPA 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 LPA in immediate charge of the engineering details of the PROJECT
In Responsible Charge	A full time LPA employee authorized to administer inherently governmental PROJECT activities
Contractor	Company or Companies to which the construction contract was awarded

Project Description

Name	FAS 288 (Broadway Street) Reconstruction & Streetscape	Route		Length	3,223.5 Feet 0.61 Miles	Structure No.	-
Termini	Walnut Street to IL 113 (Division Street) (FAS 301)						

Description: The work consists of pavement, curb and gutter and sidewalk removal, earth excavation, full depth HMA pavement, concrete sidewalk, concrete curb and gutter, roadway lighting removal and replacement, brick pavers, sodding and top soil, earth excavation, landscaping, as well as all incidental and collateral work necessary to complete the project as shown on the plans.

Agreement Provisions

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the engineering services for the LPA, 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 LPA; 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 LPA 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 LPA 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 LPA by the required form and number of copies, all partial and final payment estimates, change orders, records, documentation and reports required by the LPA and the STATE.
 - ☒ m. Revision of contract drawings to reflect as built conditions.
 - ☒ n. Act as resident construction supervisor and coordinate with the LPA 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 LPA 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 LPA 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 LPA. 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 LPA 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 LPA 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 LPA. Should any damage to persons or property result from the ENGINEER's error, omission or negligent act, the ENGINEER shall indemnify the LPA, 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 LPA.
 9. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LPA.
 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 LPA.
 12. To submit all invoices to the LPA 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 LPA AGREES,

1. To furnish a full time LPA 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 LPA, 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 LPA, 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 LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA 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 LPA, 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 LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA 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.
8. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Local Government Professional Services Selection Act 50 ILCS 510, the Brooks Act 40USC 11, and Procurement, Management, and Administration of Engineering and Design related Services (23 CFR part 172). Exhibit C is required to be completed 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 LPA employee In Responsible Charge. The ENGINEER shall complete all services specified herein within a time considered reasonable to the LPA, 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 LPA 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 LPA upon written notice to the ENGINEER, at the ENGINEER's last known address, with the understanding that should the AGREEMENT be terminated by the LPA, 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 LPA.
5. That any differences between the ENGINEER and the LPA 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 LPA, 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 LPA (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 LPA.
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 LPA deems appropriate.
 10. When the ENGINEER is requested to complete work outside the scope of the original AGREEMENT, a supplemental AGREEMENT will be required. Supplements will also be required for the addition or removal of subconsultants, direct costs, the use of previously unspecified staff, and other material changes to the original AGREEMENT.

Agreement Summary

Prime Consultant:	TIN Number	Agreement Amount
Christopher B. Burke Engineering, Ltd.	36-3468939	
Sub-Consultants:	TIN Number	Agreement Amount
Material Service Testing, Inc.	27-1261603	
	Sub-Consultant Total:	
	Prime Consultant Total:	
	Total for all Work:	

Executed by the LPA:

Village of Coal City
(Municipality/Township/County)

ATTEST:

By: _____

By: _____

Clerk

Title: _____

(SEAL)

Executed by the ENGINEER:

Christopher B. Burke Engineering, Ltd.

ATTEST:

By: _____

By: _____

Christopher B. Burke, PhD, PE, D.WRE, Dist. M. ASCE

Title: _____

Title: President

Route: _____
Local _____

Section: _____
Project: _____
Job No.: _____

(Municipality/Township/County)

***Firm's approved rates on file with
Bureau of Accounting and Auditing:**

Overhead Rate (OH)	0.00	%
Complexity Factor (R)	0.00	
Calendar Days		

Cost Plus Fixed Fee Methods of Compensation:

Fixed Fee 1	☐	14.5%[DL + R(DL) + OH(DL) + IHDC]
Fixed Fee 2	☐	14.5%[(2.3 + R)DL + IHDC]
Specific Rate	☐	
Lump Sum	☐	

[illegible]



BI 0 05611 (Rev. 11/09/17)

Exhibit C

Federal Qualification Based Selection (QBS) Checklist

Local Public Agency Village of Coal City

Section Number 14-00030-00-WR

Project Number _____

Job Number _____

The LPA must complete Exhibit C, if federal funds are used for this engineering agreement and the value will exceed \$25,000. The LPA must follow federal small purchase procedures, if federal funds are used and the engineering agreement has a value less than \$25,000.

☐ Form Not Applicable (engineering services less than \$25,000)

1.	Do the written QBS policies and procedures discuss the initial administration (procurement, management, and administration) concerning engineering and design related consultant services? ☐ Yes ☐ No																				
2.	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06(e) of the <i>BLRS Manual</i> ? ☐ Yes ☐ No If no, IDOT's approval date: _____																				
3.	Was the scope of services for this project clearly defined? ☐ Yes ☐ No																				
4.	Was public notice given for this project? ☒ Yes ☐ No Due date of submittal: _____ Method(s) used for advertisement and dates of advertisement: _____																				
5.	Do the written QBS policies and procedures cover conflicts of interest? ☐ Yes ☐ No																				
6.	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment? ☐ Yes ☐ No																				
7.	Do the written QBS policies and procedures discuss the method of evaluation? ☐ Yes ☐ No <table style="width: 100%; border: none;"> <thead> <tr> <th style="text-align: left; width: 35%;">Criteria for this project</th> <th style="text-align: left; width: 15%;">Weighting</th> <th style="text-align: left; width: 35%;">Criteria for this project</th> <th style="text-align: left; width: 15%;">Weighting</th> </tr> </thead> <tbody> <tr> <td>_____</td> <td>_____ %</td> <td>_____</td> <td>_____ %</td> </tr> <tr> <td>_____</td> <td>_____ %</td> <td>_____</td> <td>_____ %</td> </tr> <tr> <td>_____</td> <td>_____ %</td> <td>_____</td> <td>_____ %</td> </tr> <tr> <td>_____</td> <td>_____ %</td> <td>_____</td> <td>_____ %</td> </tr> </tbody> </table>	Criteria for this project	Weighting	Criteria for this project	Weighting	_____	_____ %	_____	_____ %	_____	_____ %	_____	_____ %	_____	_____ %	_____	_____ %	_____	_____ %	_____	_____ %
Criteria for this project	Weighting	Criteria for this project	Weighting																		
_____	_____ %	_____	_____ %																		
_____	_____ %	_____	_____ %																		
_____	_____ %	_____	_____ %																		
_____	_____ %	_____	_____ %																		
8.	Do the written QBS policies and procedures discuss the method of selection? ☐ Yes ☐ No Selection committee (titles) for this project: _____ Top three consultants selected for this project in order: 1) _____ 2) _____ 3) _____ If less than 3 responses were received, IDOT's approval date: _____																				
9.	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation? ☐ Yes ☐ No																				
10.	Were negotiations for this project performed in accordance with federal requirements? ☐ Yes ☐ No																				
11.	Were acceptable costs for this project verified? ☐ Yes ☐ No ☐ LPA will rely on IDOT review and approval of costs.																				
12.	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval? ☐ Yes ☐ No																				
13.	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, record retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)? ☐ Yes ☐ No																				

Coal City Police Department
Weekly Summary of Activities
Thursday 09-27-18 – Wednesday 10-03-18

During this period, there were 48 calls for service, 26 verbal warnings and 0 assist Grundy County Sheriff's Dept.

Significant Incidents

09-28-18 at 12:08 AM police responded to an E. Division St. apartment for a check subject call. The complainant stated he was walking his dog in an open lot when a subject wearing all black jumped out from behind a tree and had a knife in his hand. The complainant stated the male stated that the complainant scared him and ran away. The complainant told police that the subject was a 14 year-old male who lived in the down stairs apartment. Police were able to make contact with the male and his mother. Police took several small pocket knives and advised them that a juvenile referral would be signed and forwarded to his probation officer.

10-01-18 at 9:46 PM, police responded to a Big Timber Dr. for a domestic disturbance call. The complainant stated she and her live-in boyfriend were arguing over finances. Police were able to resolve this incident when the male agreed to leave the residence.

Arrest Incidents

Operating a Hand Held Device while Driving	1
Expired Registration	4
Speeding	2
Disobeying a Traffic Control Devise	2
Possession of Tobacco by a Minor	1
Operating an Uninsured Motor Vehicle	1

Coal City Police Department
Weekly Summary of Activities
Thursday 10-04-18 – Wednesday 10-10-18

During this period, there were 42 calls for service, 20 verbal warnings and 0 assist Grundy County Sheriff's Dept.

Significant Incidents

10-04-18 at 5:37 PM, police responded to a S. Mazon St. for a public complaint. The complainant stated she has been receiving text messages from her boyfriend's former wife and wanted her not to contact her anymore. Police were able to contact the offender and advise her to not make contact or a complaint would be signed.

10-05-18 at 8:51 PM, police responded to a W. Willow St. residence for a domestic disturbance call. The complainant stated she and her husband were arguing and she wanted to leave the residence and her husband took her car keys preventing her from leaving. Police were able to resolve this incident after speaking with the male who agreed to give the keys to his wife so she and the children could leave for the evening.

Arrest Incidents

Revoked D.L.	1
Expired Registration	2
Warrant	3
Violation of O.P.	1
Speeding	1
Failure to Yield	1
Operating a Hand Held Device while Driving	1
Prohibited Commercial Motor Vehicle Parking	1
Disobeying a Traffic Control Devise	1