

VILLAGE OF STICKNEY

6533 West Pershing Road
Stickney, Illinois 60402-4048
Phone - 708-749-4400
Fax - 708-749-4451



Jeff Walik
Village President

Mary Hrejsa
Tim Kapolnek

Village Trustees

Mitchell Milenkovic
Sam Savopoulos

Leandra Torres
Jeff White



Audrey McAdams
Village Clerk

REGULAR MEETING
BOARD OF TRUSTEES
Stickney Village Court Room
6533 W. Pershing Road

Tuesday, January 21, 2020

7:00 p.m.

Meeting Agenda

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Approve Minutes of Previous Regular Meeting
5. Authorize Payment of Bills
6. Approve Resolution 02-2020, "A Resolution for Improvement Under the Illinois Highway Code" (This is for the 45th Street Improvement)
7. Approve Resolution 03-2020, "A Resolution Authorizing and Approving an Agreement by and Between Frank Novotny & Associates, Inc., DBA Novotny Engineering and the Village of Stickney for Preliminary, Design and Construction Engineering Services"
8. Approve Resolution 04-2020. "A Resolution Authorizing and Approving Payment to M&J Asphalt Paving Co. for Certain Labor and Materials Related to the 2019 P.C.C. Pavement Improvement Project for the Village of Stickney"
9. Approve Resolution 05-2020, "A Resolution Authorizing and Approving Payment to Lindahl Brothers, Inc. for Certain Labor and Materials Related to the 2019 MFT Street Resurfacing Project for the Village of Stickney"
10. Report from the President
11. Report from the Clerk
12. Trustee Reports/Committee Reports
13. Reports from Department Heads
14. Public Comments
15. Adjournment

Posted January 17, 2020

January 7, 2020

**State of Illinois
County of Cook
Village of Stickney**

The Board of Trustees of the Village of Stickney met in regular session on Tuesday, January 7, 2020, at 7:05 p.m. in the Stickney Village Hall, 6533 W. Pershing Road, Stickney, Illinois.

**Upon the roll call, the following Trustees were present:
Trustees Hrejsa, Kapolnek, Milenkovic, Torres and White
Absent: Trustee Savopoulos excused absent due to back surgery.**

Trustee Milenkovic moved, duly seconded by Trustee Kapolnek to approve the minutes of the previous Regular Session on Tuesday, December 17, 2019.

**Upon the roll call, the following Trustees voted:
Ayes: Trustee Hrejsa, Kapolnek, Milenkovic, Torres and White
Nays: None
Absent: Trustee Savopoulos
Mayor Walik declared the motion carried.**

Trustee White moved, duly seconded by Trustee Milenkovic that the bills, approved by the various committees of the Board, be approved for payment, and to approve warrants which authorize the Village Treasurer to draw checks to pay the bills, to be signed by the authorized signers, as provided for by the Ordinances of the Village of Stickney.

**Upon the roll call, the following Trustees voted:
Ayes: Trustee Hrejsa, Kapolnek, Milenkovic, Torres and White
Nays: None
Absent: Trustee Savopoulos
Mayor Walik declared the motion carried.**

Trustee Kapolnek moved, duly seconded by Trustee Torres to Pass and Approve Ordinance 2020-01, "An Ordinance Amending Chapter 7 of the Personnel Manual Regarding Sexual Harassment for the Village of Stickney"

**Upon the roll call, the following Trustees voted:
Ayes: Trustee Hrejsa, Kapolnek, Milenkovic, Torres and White
Nays: None
Absent: Trustee Savopoulos
Mayor Walik declared the motion carried.**

Trustee White moved, duly seconded by Trustee Hrejsa to Approve Resolution 01-2020, "A Resolution Authorizing the Execution of an Intergovernmental Agreement by and Between the Village of Stickney and the Village of Forest View for Improvements to 45th Street from Harlem Avenue to Oak Park Avenue"

Upon the roll call, the following Trustees voted:

Ayes: Trustee Hrejsa, Kapolnek, Milenkovic, Torres and White

Nays: None

Absent: Trustee Savopoulos

Mayor Walik declared the motion carried.

Prior to the vote the Mayor explained that this issue has been going on since May 2019. We have been going through Intergovernmental Agreements between Stickney, the Cook County Board and Forest View. Forest View will be passing this after us. It will go to the engineer to go out for bidding sometime in February. Hopefully the work will begin in May after the kids get out of school.

At this point Mayor Walik asked Police Officer Richard Foytik to step forward to take his oath of office to the Stickney Police Department. Many of the Stickney Police Officers were in attendance.

Police Chief Babich informed us that Sergeant Kevin McGuire celebrated 20 years as a Stickney Police Officer.

MAYOR'S REPORT: We learned that we are getting approximately \$250,000.00 from Cook County to help us with this project. On January 9th we will be having our next meeting with the race track to see what their plans are. Because of the demolition to rebuild the race track for the casino, they did stop racing for this year with the exception of four or six racing dates. There is supposed to be five restaurants and five bars.

CLERK'S REPORT: Pertinent information was provided pertaining to the Census including job opportunities making \$21.95 per hour. The upcoming Primary Election on March 17, 2019 was discussed. She has mail-in ballot applications available.

TRUSTEE REPORTS:

The Mayor wished Trustee Milenkovic a Merry Christmas. All the Trustees congratulated our newly sworn in police officer, Richard Foytik and welcomed him back home. And, they wished everyone a Happy New Year.

Trustee Hrejsa congratulated Sergeant McGuire for achieving 20 years with the Stickney Police Department.

DEPARTMENT REPORTS:

Public Works Director Joe Lopez: We are continuing with the street sweeping if the weather is nice. They are also sweeping the alleys. They are clearing Oak Park Avenue and Pershing Road of leaves and trash. He thanked the Board for the leaf vacuum and leaf box. All the trucks are ready for snow.

Fire Chief Jeff Boyajian: Wished people a Happy New Year and congratulated our new police officer.

Police Chief Babich: He thanked the Board for allowing us to hire another police officer. When he first started here 2 ½ years ago we had 13 police officers. Now we are up to 20. This is a big accomplishment by this Board. Considering the communities that surround us, we couldn't continue operating with two-man shifts. The Board came in to make some changes. Anything can happen out there, and it might not even be ours. You must have that manpower or people could get hurt. He told us, "It is an honor to serve on this department." "It has come a long way in 2 ½ years." "It is a team effort between the Village, Board members, Mayor and the officers that serve." "They have become more unified, expertise in their field, with more professionalism and accountability." "We have solved pretty much everything that has come our way." "I am proud of this unit." "There are good men and women who work for this department." "Their hearts are in the right place that is for the best interest of our community."

Deputy Police Chief Jaczak: Reported that on New Year's. We had less than four calls. They involved noise and fireworks. Otherwise it was very quiet.

There being no further business, Trustee White moved, duly seconded by Trustee Kapolnek that the meeting be adjourned. Upon which the Board adopted the motion at 7:20 p.m.

Respectfully submitted,

Audrey McAdams, Village Clerk

Approved by me this day of , 2020

Jeff Walik, Mayor

Village of Stickney
Warrant Number 19-20-18

EXPENDITURE APPROVAL LIST
FOR VILLAGE COUNCIL MEETING ON
January 21, 2020

Approval is hereby given to have the Village Treasurer of Stickney, Illinois pay to the
officers, employees, independent contractors, vendors and other providers of
goods and services in the indicated amounts as set forth.

A summary indicating the source of funds used to pay the above is as follows:

01 CORPORATE FUND		80,943.09
02 WATER FUND		125,734.96
03 MOTOR FUEL TAX FUND		-
		7,699.81
05 1505 FUND		-
07 POLICE REVENUE SHARING FUND		-
08 CAPITAL PROJECTS FUND		-
09 BOND & INTEREST FUND		-
	Subtotal:	<u>214,377.86</u>
General Fund Payroll	1/15/2020	170,877.84
Water Fund Payroll	1/15/2020	<u>12,144.68</u>
	Subtotal:	<u>183,022.52</u>
Total to be Approved by Village Council		<u><u>397,400.38</u></u>

Approvals:

Jeff Walik, Mayor

Audrey McAdams, City Clerk

Treasurer

VOS_41665_Village of Stickney
Check/Voucher Register - Total All Check Register
01 - General Fund
From 1/1/2020 Through 1/16/2020

Check Number	Vendor Name	Effective Date	Check Amount
501658	ANDERSON PEST ...	1/2/2020	53.00
501659	Comcast	1/2/2020	148.35
501660	Domain Listings	1/2/2020	228.00
501662	Konica Minolta Bu...	1/2/2020	167.34
501663	Office Depot Busi...	1/2/2020	47.12
501664	O'Reilly First Call	1/2/2020	718.17
501666	Josh Brniak	1/6/2020	78.80
501667	Waterworks Pizzeria	1/6/2020	400.00
501669	Abila	1/16/2020	773.85
501670	Airgas USA LLC	1/16/2020	514.45
501671	Air One Equipmen...	1/16/2020	376.78
501672	ALAN BRINKER	1/16/2020	750.00
501673	ALAN KULAGA	1/16/2020	750.00
501674	ANDERSON PEST ...	1/16/2020	125.05
501675	Bell Fuels, Inc.	1/16/2020	2,609.57
501676	Best Buy Automot...	1/16/2020	4,650.00
501677	Call One	1/16/2020	12,107.58
501678	Camfil USA, Inc.	1/16/2020	63.56
501680	CASSIDY TIRES &...	1/16/2020	20.00
501681	CDW Government	1/16/2020	1,284.61
501682	Cintas Corporatio...	1/16/2020	561.27
501683	CINTAS #769	1/16/2020	719.00
501684	Citizens Bank	1/16/2020	1,638.86
501686	Comcast Business	1/16/2020	2,446.16
501687	Comcast	1/16/2020	128.90
501688	ComEd	1/16/2020	3,347.63
501689	Countryside Police...	1/16/2020	750.00
501690	Digital Assurance ...	1/16/2020	500.00
501691	Forest View Dunki...	1/16/2020	13.04
501692	Eagle Engraving, I...	1/16/2020	152.25
501693	Village of Stickney...	1/16/2020	360.00
501694	Google LLC	1/16/2020	158.33
501695	HERITAGE FUNER...	1/16/2020	405.00
501696	IL F.O.P.L.C.	1/16/2020	840.00
501698	Jack Phelan	1/16/2020	262.47
501699	Johnson Controls ...	1/16/2020	143.21
501700	Julie, Inc.	1/16/2020	951.55
501701	L.A. Fasteners, Inc.	1/16/2020	333.57
501702	Martin Implement...	1/16/2020	40.68
501703	Menards - Hodgkins	1/16/2020	69.92
501704	Minuteman Press ...	1/16/2020	71.45
501705	Municipal Code Co...	1/16/2020	377.15
501706	National Domains,...	1/16/2020	224.00
501707	Neofunds	1/16/2020	1,047.71
501708	NICOR GAS	1/16/2020	207.19
501710	Operating Engine...	1/16/2020	460.75
501711	ROBERT SENESE	1/16/2020	750.00
501712	Security Benefit	1/16/2020	1,271.27
501713	Sirchie	1/16/2020	317.23
501714	S & S Industrial S...	1/16/2020	146.13
501715	SOUTH SUBURBA...	1/16/2020	1,000.00
501716	The Eagle Unifor...	1/16/2020	745.00
501717	UpBeat Inc	1/16/2020	252.86
501718	Valdes Supply	1/16/2020	1,019.97
501719	VERIZON	1/16/2020	1,847.57

VOS_41665_Village of Stickney
Check/Voucher Register - Total All Check Register
01 - General Fund
From 1/1/2020 Through 1/16/2020

<u>Check Number</u>	<u>Vendor Name</u>	<u>Effective Date</u>	<u>Check Amount</u>
501720	WASTE MANAGE...	1/16/2020	28,231.52
501721	Village of Western...	1/16/2020	2,300.00
501722	Zoll	1/16/2020	105.00
501724	Douglas P. Czech	1/16/2020	<u>880.22</u>
	Total 01 - General Fund		80,943.09

VOS_41665_Village of Stickney
Check/Voucher Register - Total All Check Register
02 - Water Fund
From 1/1/2020 Through 1/16/2020

<u>Check Number</u>	<u>Vendor Name</u>	<u>Effective Date</u>	<u>Check Amount</u>
501657	A & F Sewer	1/2/2020	7,134.00
501661	Ferguson Waterw...	1/2/2020	122.00
501665	UNITED STATES ...	1/2/2020	1,000.00
501675	Bell Fuels, Inc.	1/16/2020	149.12
501685	City of Chicago	1/16/2020	116,779.44
501697	Illinois Section Am...	1/16/2020	302.00
501709	O'Donnell Partner...	1/16/2020	248.40
	Total 02 - Water Fund		125,734.96

VOS_41665_Village of Stickney
Check/Voucher Register - Total All Check Register
03 - Motor Fuel Tax Fund
From 1/1/2020 Through 1/16/2020

<u>Check Number</u>	<u>Vendor Name</u>	<u>Effective Date</u>	<u>Check Amount</u>
501679	Cargill Salt Road S...	1/16/2020	7,699.81
	Total 03 - Motor Fuel Tax Fund		7,699.81
Report Total			214,377.86



**Illinois Department
of Transportation**

**Resolution for Improvement
Under the Illinois Highway Code**



Resolution Type	Resolution Number	Section Number
Original	02-2020	19-00059-00-PV

BE IT RESOLVED, by the President and Board of Trustees of the Village
Governing Body Type Local Public Agency Type
 of Stickney Name of Local Public Agency Illinois that the following described street(s)/road(s)/structure be improved under
 the Illinois Highway Code. Work shall be done by Contract
Contract or Day Labor

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
45th Street (North Half)	0.504		Harlem Avenue	Oak Park Avenue

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Hot-mix asphalt surface removal, earth excavation, spot curb and gutter removal, construction of: aggregate base course; hot-mix asphalt surface and binder course paving; spot comb. curb and gutter removal and replacement; ADA sidewalk ramps; P.C. Concrete sidewalk removal and replacement; frame adjustments; restoration, and all appurtenant construction.

2. That there is hereby appropriated the sum of

One Hundred seventy five thousand and 00/100 Dollars (\$180,000.00) for the improvement of
 said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office
 of the Department of Transportation.

I, Audrey McAdams Village Clerk in and for said Village
Name of Clerk Local Public Agency Type Local Public Agency Type
 of Stickney Name of Local Public Agency in the State aforesaid, and keeper of the records and files thereof, as provided by
 statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by
President and Board of Trustees of Stickney at a meeting held on January 21, 2020
Governing Body Type Name of Local Public Agency Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this day of January, 2020
Day Month, Year

(SEAL)

Clerk Signature	Date

Approved

Regional Engineer Department of Transportation	Date



NOVOTNY
ENGINEERING

CIVIL ENGINEERS
MUNICIPAL CONSULTANTS
SINCE 1948

January 10, 2020

Hon. Jeff Walik
Mayor
Village of Stickney
6533 West Pershing Road
Stickney, Illinois 60402

Re: 45th Street – Harlem Avenue to Oak Park Avenue
Stickney / Forest View Joint Agency Project
Cook County Grant #19-STK45-00-PV (\$250,000)
MFT Section No. 19-00059-00-PV

Dear Mayor Walik,

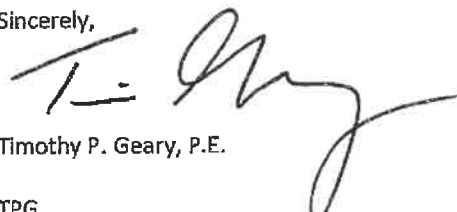
Enclosed are the following documents pertaining to the above-referenced project, for your review and authorization, as indicated:

- 1) Four (4) copies of a "IDOT Resolution for Improvements by Municipality", appropriating \$180,000.00 of MFT funds for the Village's construction cost participation amount for this joint agency project, to be passed by the Village Board and signed and sealed by the Clerk;
- 2) Two (2) copies of a "Preliminary/Design/Construction Engineering Services Agreement" (As previously approved as IGA Attachment "B". Please sign both copies of the Agreement as indicated and have both copies signed and sealed by the Clerk. One copy of the executed Agreement shall be kept for your file.

As per the approved Stickney/Forest View Intergovernmental Agreement (IGA), our firm will act as the lead engineer for this project and prepare the design plans for review and approval by Forest View, and final approval by IDOT. This project will be bid with a contract awarded by the Village of Stickney to the lowest responsible bidder. Construction Engineering services will be provided by Hancock Engineering (Forest View Village Engineer) as a subconsultant to our firm as defined in the IGA. The Village of Stickney will fund the Construction of this project with both Cook County Grant Funds and IDOT Motor Fuel Tax Funds as authorized by the above resolution document. The project design and construction engineering will be funded by Cook County Grant funds. The Village of Forest View will also be invoiced for their portions of the project costs by the Village of Stickney as specified in the IGA.

Should you have any questions concerning this project, please contact me.

Sincerely,


Timothy P. Geary, P.E.

TPG

Enclosures

cc: Ms. Audrey McAdams, Clerk, w/Enc.
Mr. Joe Lopez, Director of Public Works, w/Enc.
Project No. 09134

RESOLUTION NO. 3 -2020

**A RESOLUTION AUTHORIZING AND APPROVING AN AGREEMENT BY AND BETWEEN
FRANK NOVOTNY & ASSOCIATES, INC., DBA NOVOTNY ENGINEERING AND THE
VILLAGE OF STICKNEY FOR PRELIMINARY, DESIGN AND CONSTRUCTION
ENGINEERING SERVICES.**

WHEREAS, the Village of Stickney (the "Village") is a home rule municipal corporation in accordance with Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and

WHEREAS, the Village has the authority to adopt ordinances and resolutions and to promulgate rules and regulations that pertain to its government and affairs, and to review, interpret and amend its ordinances, resolutions, rules and regulations; and

WHEREAS, Article VII, Section 10(a) of the Illinois Constitution authorizes units of local government to contract or otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or by ordinance; and

WHEREAS, the President (the "President") and the Board of Trustees of the Village of Stickney (the "Board") (collectively, the "Corporate Authorities") have determined that the Village is in need of certain professional preliminary, design and construction engineering services related to the 45th Street Improvements-Harlem Avenue to Oak Park Avenue (the "Services"); and

WHEREAS, Frank Novotny & Associates, Inc., dba Novotny Engineering ("Novotny") has provided the Village with an agreement, attached hereto and incorporated herein as Exhibit A, whereby Novotny will provide the Services to the Village (the "Agreement"); and

WHEREAS, the Corporate Authorities have determined that it is necessary and in the best interests of the Village to enter into the Agreement with Novotny for the Services; and

WHEREAS, the President is authorized to enter into and the Village Attorney (the "Attorney") is authorized to revise agreements for the Village making such insertions, omissions and changes as shall be approved by the President and the Attorney;

NOW, THEREFORE, BE IT RESOLVED, by the President and Board of Trustees of the Village of Stickney, Cook County, Illinois, as follows:

SECTION 1: RECITALS. The facts and statements contained in the preamble to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

SECTION 2: PURPOSE. The purpose of this Resolution is to authorize the President or his designee to enter into the Agreement whereby Novotny will provide the Services to the Village, to further authorize the President or his designee to take all steps necessary to carry out the terms and intent of this Resolution and to ratify any steps taken to effectuate those goals.

SECTION 3: AUTHORIZATION. The Board hereby authorizes and directs the President or his designee to authorize, enter into and approve the Agreement in accordance with its terms, or any modifications thereof, and to ratify any and all previous action taken to effectuate the intent of this Resolution. The Board further authorizes and directs the President or his designee to execute the Agreement with such insertions, omissions and changes as shall be approved by the President and the Attorney. The Village Clerk is hereby authorized and directed to attest to and

countersign the Agreement and any other documentation as may be necessary to carry out and effectuate the purpose of this Resolution. The Village Clerk is also authorized and directed to affix the Seal of the Village to such documentation as is deemed necessary. The officers, agents and/or employees of the Village shall take all action necessary or reasonably required by the Village to carry out, give effect to and consummate the purpose of this Resolution and shall take all action necessary in conformity therewith.

SECTION 4: HEADINGS. The headings of the articles, sections, paragraphs and subparagraphs of this Resolution are inserted solely for the convenience of reference and form no substantive part of this Resolution nor should they be used in any interpretation or construction of any substantive provision of this Resolution.

SECTION 5: SEVERABILITY. The provisions of this Resolution are hereby declared to be severable and should any provision of this Resolution be determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable and as though not provided for herein and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

SECTION 6: SUPERSEDER. All code provisions, ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

SECTION 7: PUBLICATION. A full, true and complete copy of this Resolution shall be published in pamphlet form or in a newspaper published and of general circulation within the Village as provided by the Illinois Municipal Code, as amended.

SECTION 8: EFFECTIVE DATE. This Resolution shall be effective and in full force immediately upon passage and approval as provided by law.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

ADOPTED this ____ day of ____ 2020, pursuant to a roll call vote as follows:

Ayes:

Nays:

Absent:

Abstention:

APPROVED by me the ____ day of _____ 2020.

Jeff Walik, President
Village of Stickney, Cook County, Illinois

ATTESTED and filed in my office,
this ____ day of _____ 2020.

Audrey McAdams, Clerk
Village of Stickney, Cook County, Illinois

EXHIBIT "A"

**AGREEMENT FOR ENGINEERING SERVICES FOR PRELIMINARY ENGINEERING,
DESIGN ENGINEERING, AND CONSTRUCTION ENGINEERING**

OWNER:	L O C A L A G E N C Y	AGREEMENT FOR ENGINEERING SERVICES FOR PRELIMINARY ENGINEERING, DESIGN ENGINEERING, AND CONSTRUCTION ENGINEERING	C O N S U L T A N T	ENGINEER:
Village of Stickney				Frank Novotny & Associates, Inc., dba Novotny Engineering
Address:				Address:
6533 W. Pershing Road				545 Plainfield Road, Suite A
City:				City:
Stickney				Willowbrook
Project No.:				State: Zip:
09134				Illinois 60527

THIS AGREEMENT, made and entered into this _____ day of _____, 2020, by and between **FRANK NOVOTNY & ASSOCIATES, INC., dba NOVOTNY ENGINEERING**, whose address is 545 Plainfield Road, Suite A, Willowbrook, Illinois, 60527, hereinafter called the "**ENGINEER**", and **VILLAGE OF STICKNEY** hereinafter called the "**OWNER**" covers certain professional Engineering services, and no other services, in connection with the proposed improvement designated as **45TH STREET IMPROVEMENTS - HARLEM AVENUE TO OAK PARK AVENUE** which scope of construction work consists of: hot-mix asphalt surface removal, earth excavation, aggregate base course construction, hot-mix asphalt binder and surface course paving, spot curb and gutter removal and replacement, sidewalk removal and replacement, structure adjustments, parkway restoration, installation of pavement markings, and all other appurtenant construction work.

WITNESSETH THAT, in consideration of these premises and of the mutual covenants herein set forth,

THE ENGINEER AGREES,

I. To perform or be responsible for the performance of the following Engineering Services for the Owner in connection with the proposed improvement hereinbefore described:

- ☒ a. Coordination of Internal Government Agreements with the Village of Forest View and Cook County; and other project tasks required related to the shared municipal jurisdiction of this project location.
- ☒ b. Make such detailed surveys as are necessary for the preparation of detailed Plans.
- ☒ c. Make complete general and detailed Plans, Special Provisions, Proposals, and Estimates of Probable Cost, and furnish two (2) copies of the same to the Owner. Furnish copies of Bid Documents including Plans, Special Provisions and Proposals to

bidders. The Engineer will furnish all Plan set copies required by the Owner and for bidding purposes at his actual cost for reproduction plus five percent (5%).

- ☒ d. Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the Illinois Department of Transportation.
- ☒ e. Make or cause to be made such soil samples and analyses thereof in order to determine if proposed project excavations will generate contaminated soil. Such investigations are to be made in accordance with the current requirements of the Illinois Environmental Protection Agency.
- ☐ f. Make or cause to be made such sewer televising investigations as may be required to furnish sufficient information for the design of the proposed improvement.
- ☐ g. Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
- ☐ h. Prepare reports or permit applications for Army Corps of Engineers and/or IDNR Division of Water Resources permits, or other detailed hydraulic reports that are required by any agency having jurisdiction over part of this project, including countywide stormwater and special management area permits.
- ☐ i. Furnish the Owner with ten (10) copies, with recordable original, of surveys and drafts of all necessary right-of-way dedications, boundary and lot surveys, construction easements, and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.
- ☒ j. Submit Plans and Specifications to the Illinois Department of Transportation project review and approval and to other regulatory agencies for permits and/or approvals not noted above.
- ☒ k. Assist the Owner in the tabulation and interpretation of the Contractors' proposals.
- ☒ l. Furnish construction observation. Construction observation shall include:
 1. Consultation on interpretation of Plans and Specifications and any changes under consideration as construction proceeds.
 2. Periodical job-site observation by the Engineer, or his representatives, as construction progresses.
 3. Preparing and/or checking all payment estimates, change orders, records, and reports required by the Owner or governmental agencies. Engineer shall attempt to submit the Contractor's Mechanics Lien Waivers and Sworn Statements with any payment recommendation; however, if such are not provided, then the payment recommendation shall be conditioned upon their receipt.
 4. Periodic observation of the Contractor's operations to guard the Owner against defects and deficiencies in the Work, and to determine in general if the Work, when fully completed, will be in accordance with the Contract Documents. The Engineer will organize and keep the project records. Engineer shall attempt to

provide written notice to Owner of Contractor's failure to carry out the work in substantial accordance with the Contract Documents, of which Engineer has actual notice, and of the corrective action required to remedy same.

5. Reviewing all shop and working drawings for the purpose of checking for conformance with information given and the design concept.
 6. Reviewing and checking all reports by testing laboratories on equipment and material tested.
 7. Compiling a final punchlist relating to the completed Work, and preparation of final papers and reports.
 8. Revision of Contract drawings to show location and nature of improvement as record drawings, from information furnished by the Contractor.
- ☒ m. Provide construction layout and staking.
- ☒ n. Furnish or cause to be furnished:
1. Proportioning and testing of concrete mixtures in accordance with the "Project Procedures Guide" and the "Materials Inspection Manual" issued by the Bureau of Materials and Physical Research, of the Illinois Department of Transportation.
 2. Proportioning and testing of hot-mix asphalt mixtures (including extracting test) in accordance with the "Project Procedures Guide" and the "Materials Inspection Manual" issued by the Bureau of Materials and Physical Research, of the Illinois Department of Transportation.
 3. Compaction tests as required by the Specifications.
 4. Quality and sieve analyses on local aggregates to see that they comply with the Specifications contained in the Contract.
 5. Furnish inspection of materials when inspection is not provided at the sources by the Bureau of Materials of the Illinois Department of Transportation, if required by the Owner.

II. That all reports, Plans, plats, and Special Provisions to be furnished by the Engineer pursuant to this Agreement will be in accordance with the current generally accepted standards of design professionals performing such engineering services; it being understood that all such reports, plats, Plans and drafts, shall before being finally accepted, be subject to approval by the Owner.

III. To attend conferences to be held at the request of the Owner in addition to normal visits for observation purposes and visit the site and review the work at any reasonable time when requested to do so by the Owner.

IV. That basic survey notes and sketches, charts, computations and other data prepared or obtained by the Engineer pursuant to this Agreement, will be made available, upon request, to the Owner without cost and without restriction or limitation as to their use.

V. In the event Plans or surveys are found to be in error during construction of the PROJECT due to the negligence or willful misconduct of the Engineer, and revisions of the plans or survey corrections are necessary, the Engineer agrees that he will perform such work without expense to the Owner even though final payment has been received by him. He shall give immediate attention to these changes so there will be minimal delay to the Contractor.

VI. To make such changes in working Plans, including all necessary preliminary surveys and investigations, as may be required after the award of the construction Contract and during the construction of the improvement.

VII. That all Plans and other documents furnished by the Engineer pursuant to this Agreement will be endorsed by him and will show his professional seal where such is required by law.

VIII. The Engineer will carry General Liability insurance in the amount of not less than \$1,000,000; Workman's Compensation of not less than \$500,000; and Professional Liability insurance of not less than \$1,000,000. The Engineer shall name the Owner as "Additional Insured" on the Engineer's General Liability policy.

THE OWNER AGREES,

I. To pay the Engineer as compensation for all services performed as stipulated in Paragraphs I-a, c, j and k of "THE ENGINEER AGREES" section in accordance with one of the following methods as marked:

- ☒ a. A sum of money equal to 6.50% percent of the awarded Contract price for the proposed improvement.
- ☐ b. A sum of money equal to the percentage of the awarded Contract cost for the proposed improvement as approved by the Owner based on the following schedule:

SCHEDULE FOR PERCENTAGES BASED ON AWARDED CONTRACT COST

First	\$ 50,000	<u>10.00%</u>
Next	\$ 50,000.....	<u>8.50%</u>
Next	\$ 100,000.....	<u>7.10%</u>
Next	\$ 200,000.....	<u>6.20%</u>
Next	\$ 200,000.....	<u>5.70%</u>
Next	\$ 450,000.....	<u>5.60%</u>
Next	\$1,000,000.....	<u>5.00%</u>
Next	\$2,000,000.....	<u>4.50%</u>
Next	\$6,000,000	<u>4.30%</u>

- ☐ c. A lump sum fee of \$ _____.

II. To allow the Engineer to sublet all of the services provided under Paragraphs I-d, e, f, g, h, i, and n of "THE ENGINEER AGREES". The Owner will pay the actual cost to the engineer plus a five percent (5%) service charge. The Cost to Engineer is to be verified by furnishing the Owner copies of paid invoices from the party doing the work. To allow the Engineer to sublet services provided under Paragraphs I-l and m of "THE ENGINEER AGREES" to Edwin Hancock Engineering Co.

III. To pay for the services stipulated in Paragraph I and m of "THE ENGINEER AGREES", to allow the Engineer to sublet a sum of money:

- ☐ a. Based on the hourly rates stipulated below for personnel assigned to this project as payment in full to the Engineer for the actual time spent in providing these services, the hourly rates include profit, overhead, readiness-to-serve, insurance, social security and retirement deductions. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed.

<u>Grade Classification of Employee</u>	<u>Hourly Rate</u>
Principal	\$160.00 to \$175.00
Project Manager	\$145.00 to \$160.00
Project Engineer	\$130.00 to \$160.00
Senior Technician	\$120.00 to \$140.00
CAD Technician	\$100.00 to \$125.00
GIS Technician	\$ 80.00 to \$ 95.00
Technician	\$ 60.00 to \$ 80.00
Technical Assistant	\$ 40.00 to \$ 65.00
Administrative (Included in above Hourly Rates)	

If the Engineer is required to work overtime hours, the billable rate charged for all employee grade classifications performing overtime work, except Principals, shall be increased by twenty-five percent (25%).

The hourly rates itemized above shall be effective the date the parties, hereunto entering this Agreement, have affixed their hands and seals and shall remain in effect until December 31, 2019. In event the services of the Engineer extend beyond that date, the hourly rates will be adjusted yearly by addendum to this Agreement to compensate for increases in the salary structure of the Engineer that are in effect at that time.

- ☒ b. Equal to 6.50 percent of the final construction cost.

IV. That payments due the Engineer for services rendered pursuant to this Agreement will be made as soon as practicable after the services have been performed, in accordance with the following schedule.

- a. Upon completion of preliminary design criteria, preliminary Plan layout and rough Estimates of Probable Cost based upon these Plans, thirty percent (30%) of the design fee as determined by the Estimate of Probable Cost, plus any services provided to date by Paragraphs l-d, e, f, g, h and l of the "THE ENGINEER AGREES" section.
- b. Upon completion of detailed Plans, Special Provisions, Proposals and Estimate of Cost - being the work required by Paragraphs l-a, c, and j of "THE ENGINEER AGREES" section - to the satisfaction of the Owner, ninety percent (90%) of the total fee based on the above fee schedule and the approved Estimate of Probable Cost less any previous payments, plus any services provided to date by Paragraphs l-d, e, f, g, h and l of the "THE ENGINEER AGREES" section.
- c. Upon award of the Contract for the improvement by the Owner, one hundred percent (100%) of the total fee based on the above fee schedule and the awarded Contract cost, less any previous payments.
- d. Upon completion of the construction of the improvement, ninety percent (90%) of the fee due for services stipulated in Paragraphs l-l, m and n.

- e. Upon completion of all final reports required by the Owner and acceptance of the improvement, one hundred percent (100%) of the total fees due under this Agreement, less any previous payments.

Partial payments, not to exceed ninety percent (90%) of the amount earned, may be made from time to time as the work progresses.

V. That, should the improvement be abandoned at any time after the Engineer has performed any part of the services provided for in Paragraphs I-a and I-c, of "THE ENGINEER AGREES" section, and prior to the completion of such services, the Owner shall reimburse the Engineer an amount which bears the same ratio to the total fee otherwise payable under this Agreement as the services actually rendered hereunder by the Engineer bear to the total services necessary for the full performance of this Agreement, such payment plus all reimbursable payments then due, shall be in full discharge of all rights of the Engineer under this Agreement.

VI. That should the Owner require changes in any of the detailed Plans, Specifications or estimates (except for those required pursuant to Paragraph V of "THE ENGINEER AGREES" section) after they have been approved by the Owner, the Owner will pay the Engineer for such changes at the hourly rates noted in Paragraph III(a) of the above, and for his sublet expenses as noted in Paragraph II above. It is understood that "changes" as used in this paragraph shall in no way relieve the Engineer of his responsibility to prepare a complete and adequate set of Plans.

VII. That, should the completion of the improvement extend beyond the time limit given in the construction contract, the Owner will pay the Engineer, in addition to the fees provided herein, his cost incurred beyond such time limit - at the hourly rates noted in Paragraph III(a) above, and or his sublet expenses as noted in Paragraph II above.

VIII. That, the Engineer makes no warranties, either expressed or implied, in connection with this Agreement or the services provided thereunder, and shall not be responsible for the Contractor's or subcontractors means, methods, techniques, sequences or procedures, timely performance, safety programs and precautions incident thereto, or construction, since they are solely the Contractor's rights and responsibilities under the Contract documents; and that the Engineer has no authority to stop work on behalf of the Owner, nor has any supervisory responsibilities. Nor shall the Engineer be responsible for the acts or omissions of the Owner provided that the Engineer has properly executed his duties. The Engineer shall not be responsible for the failure of the Owner, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the project documents or any other agreement concerning this project.

IX. That, since the Engineer has no control over the cost of labor, material and equipment, the estimate of probable construction cost is not a guarantee of actual construction cost, but is the Engineer's professional opinion as to the probable cost of construction at the time of preparation of the estimate.

X. That should the Owner require the Engineer to purchase insurance over and above the coverage normally carried by the Engineer and noted in Paragraph VIII of the "ENGINEER AGREES" section, or require that the Owner be named as an "additional insured" on the Engineer's policy, the Owner will reimburse the Engineer at his actual invoice cost for the additional insurance coverage requested.

XI. That should the Owner enter into a contract with a Contractor to build or implement the improvements described in this contract, the Owner will require the Contractor to name the Engineer as an "additional insured" on any policy of insurance the Contractor has in force during

the construction of this project or during the period of time covered by this contract and on any policies of insurance the Contractor is required to procure, according to the terms of its contract with the Owner.

IT IS MUTUALLY AGREED,

I. The laws governing this Agreement shall be the laws of the State of Illinois.

II. This Agreement may be terminated by the Owner upon giving notice in writing to the Engineer at his last known post office address. Upon such termination, the Engineer shall cause to be delivered to the Owner all drawings, Specifications, partial and completed estimates and data if any from traffic studies and soil survey, subsurface and sewer televising investigations with the understanding that all such material becomes the property of the Owner. Owner acknowledges that if conflicts exist between electronically transmitted documents and hard copy documents, the hard copy documents prevail. If the Agreement is terminated or the Contract for Construction has not been awarded one (1) year after the acceptance of the Plans by the Owner, the Engineer shall be paid for services completed and services partially completed, an amount which bears the same ratio to the total fee otherwise paid under this Agreement as the services actually rendered hereunder by the Engineer bear to the total services necessary for the full performance of this Agreement and such payment, plus all reimbursable payments then due, shall be in full discharge of all rights of the Engineer under this Agreement

III. That if the contract for construction has not been awarded one (1) year after the acceptance of the Plans by the Owner, the Owner will pay the Engineer the balance of the engineering fee due to make one hundred percent (100%) of the total fees due in accordance with the terms of this Agreement, based on the Estimate of Probable Cost as prepared by the Engineer.

EXECUTED BY THE OWNER, this _____ day of _____, 2020.

Owner: Village of Stickney

Address: 6533 W. Pershing Road
Stickney, IL 60402

By: _____

Printed
Name/Title: Jeff Walik, President

ATTEST:

By: _____

Printed
Name/Title: Audrey McAdams, Clerk

EXECUTED BY THE ENGINEER, this _____ of _____, 2020.

FRANK NOVOTNY & ASSOCIATES, INC.,
dba NOVOTNY ENGINEERING
545 PLAINFIELD ROAD, SUITE A
WILLOWBROOK, ILLINOIS 60527

By: _____

Printed
Name/Title: James L. Cainkar, President

ATTEST:

By: _____

Printed
Name/Title: Timothy P Geary, Vice President

RESOLUTION NO. 04 - 2020

A RESOLUTION AUTHORIZING AND APPROVING PAYMENT TO M&J ASPHALT PAVING CO. FOR CERTAIN LABOR AND MATERIALS RELATED TO THE 2019 P.C.C. PAVEMENT IMPROVEMENT PROJECT FOR THE VILLAGE OF STICKNEY.

WHEREAS, the Village of Stickney (the "Village") is a home rule municipal corporation in accordance with Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and

WHEREAS, the Village has the authority to adopt ordinances and resolutions and to promulgate rules and regulations that pertain to its government and affairs, and to review, interpret and amend its ordinances, resolutions, rules and regulations; and

WHEREAS, the Village President (the "President") and the Board of Trustees of the Village (the "Village Board" and with the President, the "Corporate Authorities") are committed to ensuring the general welfare of the Village and its residents; and

WHEREAS, the Corporate Authorities previously engaged the services of M&J Asphalt Paving Co. (the "Contractor") after competitive bidding for certain labor and materials related to the 2019 P.C.C. Pavement Improvements Project (the "Work"); and

WHEREAS, the Village Engineer, Novotny Engineering, (the "Engineer") provided the Village with a letter dated January 10, 2020, confirming that certain Work has been completed by the Contractor and that payment to Contractor in the amount of fifty-six thousand three hundred seventy five dollars & 14/00 (\$56,375.14) is due (See attached "Engineer's Payment Estimate", attached hereto and incorporated herein as "Exhibit A") and further advising that additional punch list work may be completed by the Contractor before the contract is finalized; and

WHEREAS, the Corporate Authorities hereby find that, based on the Engineer's Payment Estimate, payment (the "Payment") shall be made to the Contractor for the Work performed; and

WHEREAS, the Corporate Authorities have determined that it is necessary, advisable and in the best interests of the Village to approve the Payment as provided for in the Engineer's Payment Estimate; and

WHEREAS, the President is authorized to enter into and the Village Attorney (the "Attorney") is authorized to revise the Engineer's Payment Estimate and any related agreements for the Village making such insertions, omissions and changes as shall be approved by the President and the Attorney;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF STICKNEY, COOK COUNTY, ILLINOIS, as follows:

SECTION 1: RECITALS. The facts and statements contained in the preamble to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

SECTION 2: PURPOSE. The purpose of this Resolution is to authorize the President or his designee to approve and remit the Payment to the Contractor for the Work and to further

authorize the President or his designee to take all steps necessary to carry out the terms and intent of this Resolution and to ratify any steps taken to effectuate those goals.

SECTION 3: AUTHORIZATION. The Board hereby authorizes and directs the President or his designee to authorize, enter into and approve the Engineer's Payment Estimate in accordance with its terms, or any modifications thereof, and to ratify any and all previous action taken to effectuate the intent of this Resolution. The Board further authorizes and directs the President or his designee to execute the Engineer's Payment Estimate with such insertions, omissions and changes as shall be approved by the President and the Attorney. The Village Clerk is hereby authorized and directed to attest to and countersign the Engineer's Payment Estimate and any other documentation as may be necessary to carry out and effectuate the purpose of this Resolution. The Village Clerk is also authorized and directed to affix the Seal of the Village to such documentation as is deemed necessary. The officers, agents and/or employees of the Village shall take all action necessary or reasonably required by the Village to carry out, give effect to and consummate the purpose of this Resolution and shall take all action necessary in conformity therewith. To the extent that any requirement of bidding would be applicable, the same is hereby waived.

SECTION 4. HEADINGS. The headings of the articles, sections, paragraphs and subparagraphs of this Resolution are inserted solely for the convenience of reference and form no substantive part of this Resolution nor should they be used in any interpretation or construction of any substantive provision of this Resolution.

SECTION 5. SEVERABILITY. The provisions of this Resolution are hereby declared to be severable and should any provision of this Resolution be determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable and as though not provided for herein and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

SECTION 6. SUPERSEDER. All code provisions, ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

SECTION 7. PUBLICATION. A full, true and complete copy of this Resolution shall be published in pamphlet form or in a newspaper published and of general circulation within the Village as provided by the Illinois Municipal Code, as amended.

SECTION 8. EFFECTIVE DATE. This Resolution shall be effective and in full force immediately upon passage and approval as provided by law.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

PASSED this ____ day of _____, 2020.

AYES:

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this ____ day of _____, 2020.

Jeff Walik, President

**ATTESTED AND FILED in my
office this ____ day of
_____, 2020.**

Audrey McAdams, Village Clerk

EXHIBIT A

January 10, 2020

Hon. President & Board of Trustees
Village of Stickney
6533 West Pershing Road
Stickney, IL 60402

Re: **2019 P.C.C. Pavement Improvements
Engineer's Payment Estimate No. 1**

Mesdames and Gentlemen:

This letter is to certify that M&J Asphalt Paving Co. has furnished labor and materials, for the above-captioned project, in accordance with the attached "Engineer's Payment Estimate No. 1."

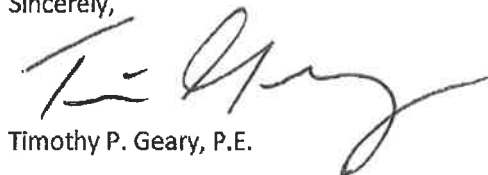
To date, the Contractor has completed all contract work at each of the following sites:

1. Fire Station – 43rd Street Driveway Entrance
2. Public Works – Fuel Island Pad Expansion
3. Veterans Memorial Park – Sidewalk Improvement for Restroom Facility
4. O'Reilly Park – Sidewalk Improvements for Restroom Facility

Our Office will inspect the completed project and prepare a punchlist of any remaining work that will be required to be completed by the Contractor before this contract is finalized.

Therefore, we authorize the payment of **\$56,375.14** to **M&J Asphalt Paving Co., 3124 S 60th Court, Cicero, IL 60804** to be paid in accordance with the terms of their Contract. Also enclosed is a copy of the "Waiver of Lien" for the payment amount.

Sincerely,



Timothy P. Geary, P.E.

TPG

Enclosures

cc: Ms. Audrey McAdams, Clerk, w/Encl.
Mr. Joe Lopez, Public Works Director, w/Encl.
M&J Asphalt Paving Co., w/Encl.
Project File No. 19235

- INVOICE -



Asphalt Paving & Patching • Concrete Installation & Repair • Sealcoating • Striping • Excavating • Decorative Paving • Snow & Ice Control

M & J ASPHALT PAVING COMPANY, INC.

3124 S. 60th COURT
CICERO, ILLINOIS 60804
Suburbs 708/222-1200 • Chicago: 773/582-3555 • FAX 708/222-1213
www.mjasphaltpaving.com

INVOICE

INVOICE DATE	CUSTOMER NO.	INVOICE NUMBER
November 1, 2019	2019-1220	
P.O. NUMBER	WORK ORDER NO.	SHIP DATE

TO: Village of Stickney
6533 W. Pershing Road
Stickney, Illinois 60402

JOB SITE: Village of Stickney
2019 PCC Pavement Improvements
41st Street & Ridgeland; O'Reilly Park;
Fire Station; Public Works Fuel Yard

ESTIMATE No. 1

SALES PERSON		TERMS	SHIP VIA		F.O.B.
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Please see attached for itemized invoice detail.				
		Estimate No. 1 TOTAL			\$ 59,342.25
		Less <u>5%</u> Retention			\$ 2,967.11
		Subtotal			\$ 56,375.14
		Amount Received			\$ -
		Estimate No. 1 Amount Due			\$ 56,375.14



Asphalt Paving & Patching • Concrete Installation & Repair • Sealcoating • Striping • Excavating • Decorative Paving • Snow & Ice Control

Village of Stickney
2019 PCC Pavement Improvements
41st Street & Ridgeland; O'Reilly Park;
Fire Station; Public Works Fuel Yard
November 1, 2019

Estimate # 1

ITEM	QUANTITY	UNIT PRICE	AMOUNT
1.) Earth Excavation	31.00 CU YD	65.00	\$ 2,015.00
2.) Subbase Granular Material, Type B	7.00 TON	17.00	\$ 119.00
3.) Combination Concrete Curb and Gutter Removal and Replacement	231.00 FOOT	42.00	\$ 9,702.00
4.) Pavement Removal	303.00 SQ YD	14.00	\$ 4,242.00
5.) Welded Wire Reinforcement, Type A	303.00 SQ YD	8.00	\$ 2,424.00
6.) Dowel Bars, 3/4 in. (Drilled in Place)	28.00 EACH	15.00	\$ 420.00
7.) Tie Bars, 5/8 in.	112.00 EACH	7.00	\$ 784.00
8.) Portland Cement Concrete Pavement, 9 in.	303.00 SQ YD	70.00	\$ 21,210.00
9.) Portland Cement Concrete Pavement, 8 in.	55.00 SQ YD	80.00	\$ 4,400.00
10.) Sidewalk Removal	60.00 SQ FT	10.00	\$ 600.00
11.) Portland Cement Concrete Sidewalk, 5 in.	449.00 SOFT	13.00	\$ 5,837.00
12.) Curing Membrane and Protective Coat	401.00 SQ YD	3.25	\$ 1,303.25
13.) Pavement Replacement - Surface Course, 3 in.	135.00 SQ YD	40.00	\$ 5,400.00
14.) Catch Basins to be Adjusted	0.00 EACH	450.00	\$ -
15.) Guard Posts to be Removed	2.00 EACH	100.00	\$ 200.00
16.) Guard Posts	0.00 EACH	650.00	\$ -
EXTRA WORK			
Pavement Removal (Additional 1 in. Depth)	49.00 SQ YD	14.00	\$ 686.00
Estimate # 1 TOTAL			\$ 59,342.25
Less 5% Retention			\$ 2,967.11
Subtotal			\$ 56,375.14
Amount Received			\$ -
Amount Due Estimate # 1			\$ 56,375.14

PAYMENT ESTIMATE

Page 1 of 1

OWNER: Village of Stickney
PROJECT DESCRIPTION: 2019 P.C.C. Pavement Improvements

PROJECT NO : 19235

PAYMENT TO: M&J Asphalt Paving Co., 3124 S 60th Court, Cicero IL 60804

ESTIMATE NO.: 1 **FROM:** September 1, 2019 **TO:** November 1, 2019

Item No	Description	Awarded					Approved For Payment		
		Unit	Quantity	Amount	Over	Under	Quantity	Unit Price	Amount
1	Earth Excavation	CU YD	91	\$ 5,915.00		60	31	\$ 65.00	\$ 2,015.00
2	Subbase Granular Material, Type B	TON	106	1,802.00		99	7	17.00	119.00
3	Combination Concrete Curb and Gutter Removal and Replacement	FOOT	200	8,400.00	31		231	42.00	9,702.00
4	Pavement Removal	SQ YD	320	4,480.00		17	303	14.00	4,242.00
5	Welded Wire Reinforcement, Type A	SQ YD	376	3,008.00		73	303	8.00	2,424.00
6	Dowel Bars, 3/4" (Drilled in Place)	EACH	28	420.00			28	15.00	420.00
7	Tie Bars, 5/8"	EACH	148	1,036.00		36	112	7.00	784.00
8	Portland Cement Concrete Pavement, 9"	SQ YD	320	22,400.00		17	303	70.00	21,210.00
9	Portland Cement Concrete Pavement, 8"	SQ YD	56	4,480.00		1	55	80.00	4,400.00
10	Sidewalk Removal	SQ FT	60	600.00			60	10.00	600.00
11	Portland Cement Concrete Sidewalk, 5"	SQ FT	452	5,876.00		3	449	13.00	5,837.00
12	Curing Membrane and Protective Coat	SQ YD	428	1,391.00		27	401	3.25	1,303.25
13	Pavement Replacement - Surface Course, 3"	SQ YD	112	4,480.00	23		135	40.00	5,400.00
14	Catch Basins to be Adjusted	EACH	1	450.00		1		450.00	
15	Guard Posts to be Removed	EACH	2	200.00			2	100.00	200.00
16	Guard Posts	EACH	4	2,600.00		4		650.00	
Approved Extra Work									
1E	Pavement Removal (Additional 1" Depth)	SQ YD					49	14.00	686.00
TOTAL:				\$ 67,538.00					\$ 59,342.25

RECOMMENDED FOR PAYMENT BY:

NOVOTNY ENGINEERING

BY:  Tim Geary, P.E.

DATE: November 4, 2019

Total Value of Completed Work \$ 59,342.25

Less 5% Retained \$ 2,967.11

Sub-Total \$ 56,375.14

Less Payment Estimate No. (None) \$ -

TOTAL THIS PAYMENT ESTIMATE NO. 1 \$ 56,375.14

RESOLUTION NO. 05 - 2020

A RESOLUTION AUTHORIZING AND APPROVING PAYMENT TO LINDAHL BROTHERS, INC. FOR CERTAIN LABOR AND MATERIALS RELATED TO THE 2019 MFT STREET RESURFACING PROJECT FOR THE VILLAGE OF STICKNEY.

WHEREAS, the Village of Stickney (the "Village") is a home rule municipal corporation in accordance with Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and

WHEREAS, the Village has the authority to adopt ordinances and resolutions and to promulgate rules and regulations that pertain to its government and affairs, and to review, interpret and amend its ordinances, resolutions, rules and regulations; and

WHEREAS, the Village President (the "President") and the Board of Trustees of the Village (the "Village Board" and with the President, the "Corporate Authorities") are committed to ensuring the general welfare of the Village and its residents; and

WHEREAS, the Corporate Authorities previously engaged the services of Lindahl Brothers, Inc. (the "Contractor") after competitive bidding for certain labor and materials related to the 2019 MFT Street Resurfacing Project, MFT Section Number 19-00060-00-RS (the "Work"); and

WHEREAS, the Village Engineer, Novotny Engineering, (the "Engineer") provided the Village with a letter dated January 10, 2020, confirming that certain Work has been completed by the Contractor and that payment to Contractor in the amount of sixteen thousand eight hundred fifty seven dollars and 04/00 (\$16,857.04) is due (See attached "Engineer's Payment Estimate", attached hereto and incorporated herein as "Exhibit A") and further advising that additional work will be required in the spring of 2020; and

WHEREAS, the Corporate Authorities hereby find that, based on the Engineer's Payment Estimate, payment (the "Payment") shall be made to the Contractor for the Work performed; and

WHEREAS, the Corporate Authorities have determined that it is necessary, advisable and in the best interests of the Village to approve the Payment as provided for in the Engineer's Payment Estimate; and

WHEREAS, the President is authorized to enter into and the Village Attorney (the "Attorney") is authorized to revise the Engineer's Payment Estimate and any related agreements for the Village making such insertions, omissions and changes as shall be approved by the President and the Attorney;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF STICKNEY, COOK COUNTY, ILLINOIS, as follows:

SECTION 1: RECITALS. The facts and statements contained in the preamble to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

SECTION 2: PURPOSE. The purpose of this Resolution is to authorize the President or his designee to approve and remit the Payment to the Contractor for the Work and to further authorize the President or his designee to take all steps necessary to carry out the terms and intent of this Resolution and to ratify any steps taken to effectuate those goals.

SECTION 3: AUTHORIZATION. The Board hereby authorizes and directs the President or his designee to authorize, enter into and approve the Engineer's Payment Estimate in accordance with its terms, or any modifications thereof, and to ratify any and all previous action taken to effectuate the intent of this Resolution. The Board further authorizes and directs the President or his designee to execute the Engineer's Payment Estimate with such insertions, omissions and changes as shall be approved by the President and the Attorney. The Village Clerk is hereby authorized and directed to attest to and countersign the Engineer's Payment Estimate and any other documentation as may be necessary to carry out and effectuate the purpose of this Resolution. The Village Clerk is also authorized and directed to affix the Seal of the Village to such documentation as is deemed necessary. The officers, agents and/or employees of the Village shall take all action necessary or reasonably required by the Village to carry out, give effect to and consummate the purpose of this Resolution and shall take all action necessary in conformity therewith. To the extent that any requirement of bidding would be applicable, the same is hereby waived.

SECTION 4. HEADINGS. The headings of the articles, sections, paragraphs and subparagraphs of this Resolution are inserted solely for the convenience of reference and form no substantive part of this Resolution nor should they be used in any interpretation or construction of any substantive provision of this Resolution.

SECTION 5. SEVERABILITY. The provisions of this Resolution are hereby declared to be severable and should any provision of this Resolution be determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable and as though not provided for herein and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

SECTION 6. SUPERSEDER. All code provisions, ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

SECTION 7. PUBLICATION. A full, true and complete copy of this Resolution shall be published in pamphlet form or in a newspaper published and of general circulation within the Village as provided by the Illinois Municipal Code, as amended.

SECTION 8. EFFECTIVE DATE. This Resolution shall be effective and in full force immediately upon passage and approval as provided by law.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

PASSED this ____ day of _____, 2020.

AYES:

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this ____ day of _____, 2020.

Jeff Walik, President

**ATTESTED AND FILED in my
office this ____ day of
_____, 2020.**

Audrey McAdams, Village Clerk

EXHIBIT A



CIVIL ENGINEERS
MUNICIPAL CONSULTANTS
SINCE 1948

January 10, 2020

Hon. President & Board of Trustees
Village of Stickney
6533 West Pershing Road
Stickney, IL 60402

Re: **2019 MFT Street Resurfacing habilitation**
MFT Section No. 19-00060-00-RS
40th Street– Home Avenue to Oak Park Avenue
Engineer's Payment Estimate No. 2

Mesdames and Gentlemen:

This letter is to certify that Lindahl Brothers, Inc. has furnished labor and materials, for the above-captioned project, in accordance with the attached "Engineer's Payment Estimate No. 2."

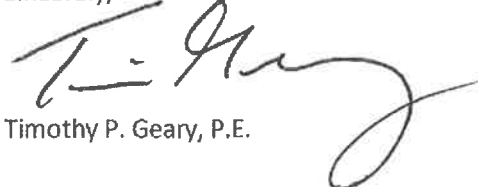
To date, the Contractor has completed the following percentages of categorized work on this project:

▪ Hot-Mix Asphalt (HMA) Surface Removal.....	100%
▪ Concrete Sidewalks ADA Ramps.....	100%
▪ Hot Mix Asphalt Surface Removal.....	100%
▪ Hot-Mix Asphalt Surface Course Paving.....	100%
▪ Parkway Restoration.....	0%
▪ Pavement Markings	0%

Due to the early cold weather, the Contractor is scheduled to complete the thermoplastic pavement marking work in early spring next year.

Therefore, we authorize the payment of **\$16,857.04** to **LINDAHL BROHTERS, INC., 622 East Green Street, Bensenville, IL 60106** to be paid in accordance with the terms of their Contract. Also enclosed is a copy of the "Waiver of Lien" for the payment amount.

Sincerely,



Timothy P. Geary, P.E.

TPG

Enclosures

cc: Ms. Audrey McAdams, Clerk, w/Encl.
Mr. Joe Lopez, Public Works Director, w/Encl.
Lindahl Brothers, Inc., w/Encl.
Project File No. 19276

PAYMENT ESTIMATE

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OWNER: Village of Stickney
PROJECT DESCRIPTION: 2019 MFT Street Resurfacing (MFT Section No. 19-00060-00-RS)
 40th Street - Home Avenue to Oak Park Avenue

PROJECT NO : 19276

PAYMENT TO: Lindahl Brothers, Inc., 622 E. Green Street, Bensenville, IL 60106

ESTIMATE NO.: 2 **FROM:** November 13, 2019 **TO:** December 26, 2019

Item No	Description	Awarded			Approved For Payment				
		Unit	Quantity	Amount	Over	Under	Quantity	Unit Price	Amount
1	Topsoil Furnish and Place, Variable Depth	CU YD	5	\$ 500.00		5		\$ 100.00	\$ -
2	Sodding	SQ YD	70	1,400.00		70		20.00	
3	Bituminous Materials (Tack Coat)	POUND	2015	20.15		1	2014	0.01	20.14
4	Leveling Binder (Hand Method), N50	TON	5	1,875.00			5	375.00	1,875.00
5	Leveling Binder (Machine Method), N50	TON	325	29,900.00		67	258	92.00	23,736.00
6	Hot-Mix Asphalt Surface Course, Mix "D", N50	TON	387	35,604.00	30		417	92.00	38,364.00
7	Portland Cement Concrete Sidewalk, 5 inch	SQ FT	1300	13,000.00	1903		3203	10.00	32,030.00
8	Hot-Mix Asphalt Surface Removal, 3"	SQ YD	4475	22,375.00			4475	5.00	22,375.00
9	Hot-Mix Asphalt Surface Removal - Butt Joint	SQ YD	96	480.00			96	5.00	480.00
10	Sidewalk Removal	SQ FT	1300	6,175.00	1903		3203	4.75	15,214.25
11	Thermoplastic Pavement Markings - Letters and Symbols	SQ FT	24	1,080.00		24		45.00	
12	Thermoplastic Pavement Marking - Line 6"	FOOT	50	1,250.00		50		25.00	
13	Thermoplastic Pavement Marking - Line 24"	FOOT	24	1,080.00		24		45.00	
14	Detectable Warning Ramps (Special)	SQ FT	280	8,190.00			280	29.25	8,190.00
15	Traffic Control and Protection Standard 701301	L SUM	1	900.00			1	900.00	900.00
16	Traffic Control and Protection Standard 701501	L SUM	1	5,000.00			1	5,000.00	5,000.00
17	Traffic Control and Protection Standard 701801	L SUM	1	600.00			1	600.00	600.00
TOTAL :				\$ 129,429.15					\$ 148,784.39

RECOMMENDED FOR PAYMENT BY:

NOVOTNY ENGINEERING

BY:  Tim Geary, P.E.

DATE: December 27, 2019

Total Value of Completed Work \$ 148,784.39

Less 5% Retained \$ 7,439.22

Sub-Total \$ 141,345.17

Less Payment Estimate No. 1 \$ 124,488.13

TOTAL THIS PAYMENT ESTIMATE NO. 2 \$ 16,857.04