

AGENDA
VILLAGE OF ROUND LAKE
COMMITTEE OF THE WHOLE MEETING
July 5, 2016
442 N. Cedar Lake Road
To Follow the Regular Board Meeting
The Regular Board Meeting is 7:00 P.M.

CALL TO ORDER

1. ROLL CALL

2. APPROVAL OF MINUTES

2.1 Approve the Minutes of the Committee of the Whole Meeting of June 20, 2016

3. PUBLIC COMMENT

4. COMMITTEE OF THE WHOLE

- Community Development
- Clerk's Office
- Human Resources and Finance
- Public Works, Facilities and Capital Assets, and Engineering
 - Sidewalk and Curb & Gutter Contract
 - Tree Removal Contract
 - N. Rosedale Court Engineering Services
 - Repairs to Chipper
- Special Events
 - National Night Out
- Building and Zoning
- Police
 - School Resource Officer Agreement
- Administration

5. SUGGESTED NEW TOPICS

6. EXECUTIVE SESSION

7. ADJOURN

MINUTES
VILLAGE OF ROUND LAKE
COMMITTEE OF THE WHOLE MEETING
June 20, 2016
442 N. Cedar Lake Road
To Follow the Regular Board Meeting
The Regular Board Meeting is 7:00 P.M.

CALL TO ORDER

THE COMMITTEE OF THE WHOLE MEETING OF THE VILLAGE OF ROUND LAKE WAS CALLED TO ORDER BY DAN MACGILLIS, VILLAGE PRESIDENT AT 7:31P.M.

1. ROLL CALL

Present: Trustees Foy, Frye, Kraly, Newby, Rodriguez, Triphahn

Absent: None

2. APPROVAL OF MINUTES

2.1 Approve the Minutes of the Committee of the Whole Meeting of June 6, 2016

Trustee Triphahn moved, Seconded by Trustee Frye, to approve the Minutes of the Committee of the Whole Meeting of June 6, 2016. Upon a unanimous voice vote; the Mayor declared the motion carried

3. PUBLIC COMMENT

NONE

4. COMMITTEE OF THE WHOLE

- Community Development
- Clerk's Office
- Human Resources and Finance
- Public Works, Facilities and Capital Assets, and Engineering
 - Sanitary Sewer Cleaning and Televising Construction Contract
Public Works Director Adam Wedoff recommended accepting a bid from Pipe-View America LLC for the sanitary sewer cleaning and televising work. It was also mentioned that the contractor will clean and televise sections of the sanitary sewer lines in the Village which will allow staff to identify locations that may need to be repaired or lined. Under discussion it was mentioned that it is also required in the sanitary sewer agreement with Lake County and this will put us ahead of what the agreement states

The Mayor and Board agreed to move to the next Consent Agenda

○ Sanitary Sewer Cleaning and Televising Contract Management

PWD Wedoff recommended accepting a proposal from Baxter & Woodman Inc. for project management service for the sanitary sewer cleaning and televising contract. He also stated that the project management consists of construction administration, field observations and project close out and that review of the videos is not included in the scope and will be solicited at a later date.

The Mayor and Board agreed to move to the next Consent Agenda

○ 700 Railroad Avenue Drainage Improvements Design

PWD Wedoff recommended accepting a proposal from Baxter & Woodman, Inc. to design drainage improvements for Village owned property at 700 Railroad Avenue. The design will include fixing and re-grading the area to restore the original drainage and will establish an ongoing maintenance plan. B&W will also assist in preparing necessary permit and bidding documents for the work.

The Mayor and Board agreed to move to the next Consent Agenda

○ MacGillis Drive Pavement Resurfacing

PWD Wedoff recommended hiring Lorig Construction Company to mill and resurface approximately eighty (80) feet of MacGillis Drive at Route 134. Lorig will be repairing a portion of the roadway due to them damaging it during the bridge project and staff feels it is in the best interest of the Village to mill two inches off the existing surface and resurface that section along with the rest of the road.

The Mayor and Board agreed to move to the next Consent Agenda

○ Salt Barn Repairs

PWD Wedoff stated the salt barn experienced wind damage recently and is recommending contracting Midwest Seamless Gutters & Siding to complete the repairs. The Village Insurance Company had been contacted and processed the claim. Insurance will cover up to \$5,142.11 not including the \$2,500.00 deductible

The Mayor and Board agreed to move to the next Consent Agenda

Sidewalk Trip Hazard Mitigation

PWD Wedoff stated that his department recently began placing asphalt patches on sidewalk trip hazards in an effort to improve safety for residents and reduce liability for the Village, also stating that it is a short term solution. He said the department intends to go through the entire Village to determine how many trip hazards exist and where they are located and until all the information is collected, it is difficult to speculate on the best method for addressing that hazards or the options to use; removal and replacement, grinding or mud jacking. PWD Wedoff showed the Board photos of several places where patches were completed also stating that the Village has budgeted \$50,000 for sidewalk and curb and gutter repair this fiscal year which would cover fix hazards in roughly one neighborhood. He also stated the work has been bid out and bids will be brought to the Board at the next meeting. Under Board discussion a repair that had been done was shown to PWD Wedoff which didn't look complete and perhaps created further hazards due to the loose asphalt around it. It was stated that it is the first time such a project was done in the Village, using asphalt for the short term fix, and more training might be needed. It also suggested that the residents be made aware of the project on our website. The Mayor stated that the Village is also in the process of creating a Village Wide newsletter and it could be added in there as well.

The Mayor and Board agreed to move to the next Consent Agenda

- Special Events
 - National Night Out

Trustee Triphahn stated things are moving along nicely and bounce houses ordered for National Night Out.

Trustee Triphahn also asked who would be participating in the Fourth of July Parade and unlike the Memorial Day Parade; this one is not silent and will most likely also be a wet one with all the water guns and balloons.
- Building and Zoning
- Police
 - Surplus Property

Chief Gillette requested permission to dispose of Village owned surplus/seized property through public on-line auction.

The Mayor and Board agreed to move to the next Consent Agenda

- VuLink In-Car Video Connectivity Solution

Chief Gillette requested authorization to purchase 11 Digital Ally VuLink standard kit squad car camera linking systems. The device will automatically link Digital Ally HD chest camera and in-car video systems and will automatically activate these cameras on sudden stops (traffic crashes), light bar activations and preset speed sensors. The hardware will work to activate all systems cameras that are in the vicinity of an activated camera in an effort to reduce user error and the need to continuously record. The Chief also mention that the in-car camera system and eventual chest cameras are intended to record police interactions with citizens when appropriate and according to constitutional laws and department rules.

The Mayor and Board agreed to move to the next Consent Agenda

- Teen Court

Chief Gillette stated each year Nicasa requests the Police department to pay a fee to help off-set the cost of operating the Teen Court Program. This year that fee request is \$5,000.00. The Chief provided information concerning the agreement and invoice for the board to also consider; previous year's referrals to the program, the Village provides an officer to oversee bailiff and security at the Round Lake Teen Court monthly and our previous fee had been invoiced at \$1,000.00. Under discussion it was mentioned the total number of referrals to the program in the last 5 years had been 53, and that 75% of donations go to administrative costs, salaries, so in this case it would be \$3,750.00 not going directly to the program. It was mentioned that it might be possible to have the prosecuting fees go directly to the program as well. It was recommended by the Board that the donation be at \$2,500.00 instead due to the use of our board room and personnel to support the program.

The Mayor and Board agreed to move to the next Consent Agenda

- Administration

5. SUGGESTED NEW TOPICS

None

6. EXECUTIVE SESSION

NONE

7. ADJOURN

Motion by Trustee Newby, Seconded by Trustee Triphahn to adjourn the Committee of the Whole meeting at 8:21P.M. Upon a unanimous voice vote, the Mayor declared the motion carried.

APPROVED:

Patricia C. Blauvelt
Village Clerk

Daniel MacGillis
Village President



VILLAGE OF ROUND LAKE

AGENDA ITEM SUMMARY

TITLE: SIDEWALK AND CURB & GUTTER CONTRACT

Agenda Item No. COTW

Executive Summary

Staff recommends accepting a bid from Schroeder & Schroeder, Inc. to complete the Sidewalk & Curb Repair 2016 project. The project consists of removing and replacing selected sections of sidewalk and curb and gutter in the Village. The project was advertised for bids and the following bids were received:

<u>Budgeted amount</u>	<u>\$50,000.00</u>
Schroeder & Schroeder Inc.	\$53,884.75
Alliance Contractors, Inc.	\$87,309.00

Schroeder & Schroeder completed a similar project in the Village last year and did generally acceptable work.

Recommended Action

Accept a bid from Schroeder & Schroeder, Inc. to complete the Sidewalk & Curb Repair 2016 project.

Committee: PW/F&CA and Engineering		Meeting Date(s): 07/05/16		
Lead Department: Public Works		Presenter: Adam Wedoff, Director of Public Works		
Item Budgeted: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If amount requested is over budget, a detailed explanation of what account(s) the overage will be charged to will be provided in the Executive Summary or attached detail.	Account(s)	Budget	Expenditure	
	Other Items	\$280,800.00		
	Item Requested	\$50,000.00	\$53,884.75	
	YTD Actual		\$0.00	
	Amount Encumbered		\$0.00	
	35-20-88-88801	\$330,800.00	\$53,884.75	
	Request is over/under budget:			
	Under		\$276,915.25	
Over	-			

June 17, 2016

Mayor and Board of Trustees
Village of Round Lake
442 North Cedar Lake Road
Round Lake, Illinois 60073-2802

RECOMMENDATION TO AWARD

Subject: Village of Round Lake – Sidewalk & Curb Repair 2016

Dear Mayor and Board:

The following bids were received for the Sidewalk & Curb Repair 2016 project on June 17, 2016 at 11:00 a.m.:

<u>Bidder</u>	<u>Amount of Bid</u>	
Schroeder & Schroeder Inc. Skokie, Illinois	\$53,884.75	- as read
Alliance Contractors Inc. Woodstock, Illinois	\$87,309.00	- as read

The Village has budgeted \$50,000 for completion of this work.

We have analyzed each of the bids and find Schroeder & Schroeder Inc. to be the lowest, responsible and responsive Bidder. Their bid is \$3,884.75 (8%) above the amount budgeted in the 2016/2017 Capital Improvement Plan.

Schroeder & Schroeder Inc. has successfully completed similar projects for other agencies, as well as similar projects for the Village in 2014 and 2015. Based upon our familiarity and past working relationships with Schroeder & Schroeder Inc, we believe that they are qualified to complete the Project.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS



Kurt M. Baumann, P.E.

C: Mr. Steve Shields, Village Administrator
Mr. Adam Wedoff, P.E., Director of Public Works



VILLAGE OF ROUND LAKE

AGENDA ITEM SUMMARY

TITLE: TREE REMOVAL CONTRACT

Agenda Item No. COTW

Executive Summary

Staff recommends accepting a proposal from Homer Tree Care, Inc. for select tree removals throughout the Village. The majority of the tree removals are dead/dying Ash trees affected by the Emerald Ash Bore. Hazardous trees will also be removed through this contract. The project was advertised and eight proposals were received. A tabulation of the results has been attached.

Staff contacted several municipal references and they all stated that they were pleased with the work Homer Tree Care did.

It is the intention of staff to cut down as many trees as possible given the \$70,000 budget.

Recommended Action

Accept a proposal from Homer Tree Care, Inc. for select tree removals throughout the Village.

Committee: PW/F&CA and Engineering		Meeting Date(s): 07/05/16		
Lead Department: Public Works		Presenter: Adam Wedoff, Director of Public Works		
Item Budgeted: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If amount requested is over budget, a detailed explanation of what account(s) the overage will be charged to will be provided in the Executive Summary or attached detail.	Account(s)	Budget	Expenditure	
	Other Items	\$65,000.00		
	Item Requested	\$70,000.00	\$70,000.00	
	YTD Actual		\$0.00	
	Amount Encumbered		\$0.00	
	35-20-88-88028	\$135,000.00	\$70,000.00	
	Request is over/under budget:			
	Under		\$65,000.00	
Over	-			

2016 Tree Removal RFP

Proposal Results

Trunk Size (DBH)	Esitimated Inches to be Removed	Homer Tree Care Inc	Trees "R" Us, Inc	Clean Cut Tree Service Inc.	Sawvell Tree Service, Inc	Advanced Tree Care, Inc.	Perez Tree Service & Landscaping, Inc.	The Davey Tree Expert Company	McGinty Bros., Inc
0-15.0"	2000	\$ 13.90	\$ 11.85	\$ 13.50	\$ 19.00	\$ 18.00	\$ 20.50	\$ 24.00	\$ 27.00
15.1-24.0"	1100	\$ 17.90	\$ 22.00	\$ 28.00	\$ 23.00	\$ 27.00	\$ 25.75	\$ 35.00	\$ 39.00
24.1" and over	300	\$ 19.50	\$ 29.00	\$ 34.50	\$ 25.00	\$ 30.00	\$ 32.50	\$ 50.00	\$ 56.00
		\$ 53,340.00	\$ 56,600.00	\$ 68,150.00	\$ 70,800.00	\$ 74,700.00	\$ 79,075.00	\$ 101,500.00	\$ 113,700.00

Proposal

1. Prices shall include all removal and restoration work as specified in sections I, II, III, and IV of these documents.
2. Prices shall be based on the diameter of the tree to be removed as measured at breast height.
3. The cost per tree will be calculated by multiplying the cost per inch for the given trunk size category by the diameter of the tree in inches.
4. The estimated values given to be removed are based on average tree sizes. Actual measurements will be taken in the field. Total inches removed in each category will be determined by what is found in the field. The Village reserves the right to change the tree removal amounts with no change in price due the contractor.

Trunk Size (DBH)	Cost Per Inch Diameter of Trunk	Estimated Inches To Be Removed	Total Cost
0" – 15.0"	\$13.90	2,000	\$27,800.00
15.1" – 24.0"	\$17.90	1,100	\$19,690.00
24.1" and over	\$19.50	300	\$5,850.00
Total Estimated Cost			\$53,340.00

Company: Homer Tree Care Inc.

Address: 14000 S. Archer Ave

Lockport, IL

Telephone No. 815-838-0320 Fax No. 815-838-0375

Signature: _____

Name and Title: (Please Print) James Reiter Project Coordinator

Date: 6/23/2016

Subscribed and sworn before me this 23RD day of June, 2013 2016

MY COMMISSION EXPIRES:

1/7/18
Susan Hogan
 NOTARY PUBLIC





VILLAGE OF ROUND LAKE

AGENDA ITEM SUMMARY

TITLE: N. ROSEDALE CT. ENGINEERING SERVICES

Agenda Item No. COTW

Executive Summary

Staff recommends accepting a proposal from Baxter & Woodman, Inc to complete design and construction engineering services for the North Rosedale Court and Hillside Drive Pavement Rehabilitation project. The project will consist of a full depth mill and replacement of the existing asphalt roadway on N. Rosedale Ct. from Cedar Lake Road to Ridgewood Dr. and Hillside Dr. from Ridgewood Dr. to N. Park Rd.

A request for proposals was sent out and responses are as follows:

Baxter & Woodman \$ 15,242.00

Manhard Engineering \$ 16,900.00

Robinson Engineering and Strand were contacted but declined to submit an RFP.

Baxter & Woodman has completed similar projects in the Village and staff is generally satisfied with their work.

Recommended Action

Accept a proposal from Baxter & Woodman, Inc to complete design and construction engineering services for the North Rosedale Court and Hillside Drive Pavement Rehabilitation project.

Committee: PW/F&CA and Engineering		Meeting Date(s): 07/05/16																																	
Lead Department: Public Works		Presenter: Adam Wedoff, Director of Public Works																																	
<p>Item Budgeted: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>If amount requested is over budget, a detailed explanation of what account(s) the overage will be charged to will be provided in the Executive Summary or attached detail.</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Account(s)</th> <th style="text-align: center;">Budget</th> <th style="text-align: center;">Expenditure</th> </tr> </thead> <tbody> <tr> <td>Other Items</td> <td style="text-align: right;">\$304,700.00</td> <td></td> </tr> <tr> <td>Item Requested</td> <td style="text-align: right;">\$14,000.00</td> <td style="text-align: right;">\$16,900.00</td> </tr> <tr> <td>YTD Actual</td> <td></td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>Amount Encumbered</td> <td></td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td> </td> <td></td> <td></td> </tr> <tr> <td> </td> <td></td> <td></td> </tr> <tr> <td>35-20-83-88301</td> <td style="text-align: right;">\$318,700.00</td> <td style="text-align: right;">\$16,900.00</td> </tr> <tr> <td colspan="3">Request is over/under budget:</td> </tr> <tr> <td style="text-align: center;">Under</td> <td></td> <td style="text-align: right;">\$301,800.00</td> </tr> <tr> <td style="text-align: center;">Over</td> <td style="text-align: center;">-</td> <td></td> </tr> </tbody> </table>	Account(s)	Budget	Expenditure	Other Items	\$304,700.00		Item Requested	\$14,000.00	\$16,900.00	YTD Actual		\$0.00	Amount Encumbered		\$0.00							35-20-83-88301	\$318,700.00	\$16,900.00	Request is over/under budget:			Under		\$301,800.00	Over	-		
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Village of Round Lake



Request for Proposals

To Provide:

***Design, Inspection and Project Management Services for
North Rosedale and Hillside Drive Pavement
Rehabilitation***

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INVITATION TO SUBMIT PROPOSAL

NOTICE IS HEREBY GIVEN that Request for Proposals (RFP's) are invited by the Village of Round Lake, Illinois to provide Project Management Services for Cleaning and Televising Sanitary Sewers. Engineering firms with experience and interest are encouraged to present their qualifications and capabilities.

Proposal forms will be sent via mail and email by invitation only.

Proposals will be accepted until **10:00 A.M. on June 29, 2016** with the following provisions:

1. Submit two (2) complete copies of the RFP
2. Proposals may be submitted by email, mail or in person
3. Faxed proposals will NOT be accepted

Proposals shall be submitted to: Village of Round Lake
751 West Townline Rd.
Round Lake, IL 60073
Attn: Adam Wedoff
awedoff@eroundlake.com

Any Proposal submitted unsigned, received via fax transmissions or received subsequent to the aforementioned date and time, may be disqualified.

The Village of Round Lake reserves the right to reject any and all proposals or parts thereof, to waive any irregularities or informalities in proposal procedures and to award the contract in a manner best serving the interest of the Village.

Proposals will not be opened in a public forum.

REQUEST FOR PROPOSALS

Services Summary

The Village of Round Lake is seeking proposals from interested companies to provide design, field inspection, and project management services to rehabilitate the pavement on North Rosedale Court from Cedar Lake Road to Ridgewood Drive and the pavement on Hillside Drive from Ridgewood Drive to North Park Road in the Village of Round Lake.

Project Summary

The project will likely consist of full depth asphalt removal, base patching, shaping the base, paving full depth HMA and installation of shoulder stone.

A. GENERAL PROCESSING

Unless otherwise directed by the Village, the following general procedures are used in the selection of vendors to provide professional services:

1. The Village prepares a project description, criteria for selection and requirements for the specific contract. A proposal package is mailed to interested offerors and notice of the intent to contract for services is established.
2. The Village receives written proposals. The proposals should include a resume of the firm, references from past and present clients, similar experience.
3. The Village reviews and evaluates proposals based on established selection criteria and a comparison of all proposals. If necessary, the Village may request a meeting with one or more offerors to clarify and/or expand on the proposal in accordance with the requirements of the proposal, the Village may negotiate terms, conditions, and fees with one or more offerors.
4. The Village selects the proposal which, based on the ability to meet the criteria, appears to be the most advantageous selection for the Village.
5. The following table outlines the anticipated timeline for RFP proposal submission and selection:

Activity	Target Dates	Locations
RFP Issued	6/22/2016	VIA Email
Submission of Proposal	06/29/2016	Village of Round Lake
Final selection made	07/01/2016	Village of Round Lake
Contract awarded	07/19/2016	Village of Round Lake
Professional Services Start	07/29/2016	Village of Round Lake
Contractor Completion	Approx. 11/04/2016	Village of Round Lake

B. SELECTION PROCEDURES

Definition:

Request for proposals (RFP) is a method of procurement permitting discussions with responsible offerors and revisions to proposals prior to award of a contract. Proposals will be opened and evaluated in private. Award will be based on the criteria set forth herein.

Familiarity with Conditions:

Offerors are advised to become familiar with all conditions, instructions, and specifications governing this proposal. Once the award has been made, failure to have read all the conditions, instructions and specifications of this request for proposal, and any subsequent contract, shall not be cause to alter the original contract or request additional compensation.

Discussion of Proposals:

All offerors are advised that in the event of receipt of an adequate number of proposals, which in the opinion of the Village require no clarification and/or supplementary information, such proposals, may be evaluated without discussion. Hence, proposals should be initially submitted on the most complete and favorable terms which offerors are capable of offering the Village.

The Village may conduct discussions with any offerors who submits an acceptable or potentially acceptable proposal. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. During the course of such discussions, the Village shall not disclose any information derived from one proposal to any other offeror. The Village reserves the right to request the offeror to provide additional information during this process.

During discussions, the offeror shall be prepared to cover the following topics.

1. The specific services to be provided
2. Qualifications of the offeror, including work on similar projects, experience of personnel, etc.;
3. The working relationship to be established between the Village and the offeror, including, but not limited to what each party should expect from the other

Negotiations:

The Village of Round Lake reserves the right to negotiate specifications, terms and conditions which may be necessary or appropriate to the accomplishment of the purpose of this RFP. The Village may require the RFP and the offeror's entire proposal be made an integral part of the resulting contract. This implies that all responses, supplemental information, and other submissions provided by the offeror during discussions or negotiations will be held by the Village of Round Lake as contractually binding on the successful offeror.

Notice of Unacceptable Proposal:

When the Village determines an offeror's proposal to be unacceptable, such offeror shall not be afforded an additional opportunity to supplement its proposal.

Confidentiality:

The Village shall examine the proposals to determine the validity of any written requests for nondisclosure of trade secrets and other proprietary data identified. After award of the contract, all responses, documents, and materials by the offeror pertaining to this RFP will be considered public information and will be made available for inspection, unless otherwise determined by the Village. All data, documentation and innovations developed as a result of these contractual services shall become the property of the Village. Based upon the public nature of these RFP's, an offeror must inform the Village, in writing, of the exact materials in the offer, which cannot be made a part of the public record in accordance with the Illinois Freedom of information Act (5ILCS 140/1 *et seq*; hereinafter, the "Act").

Once a contract is awarded, the Contractor shall maintain full compliance with all provisions of the Act, including, but not limited to, providing any requested records subject to the Act within the deadlines provided by the Act. Failure by the Contractor to maintain compliance with any provisions shall result in the assessment of any and all penalties, damages, and/or costs incurred by the Village to the Contractor that shall be paid immediately by the Contractor upon demand of the same by the Village.

C. TERMS AND CONDITIONS

Authority:

This Request for Proposals is issued pursuant to applicable provisions of the Village of Round Lake. Responses to this RFP shall be opened in private, by Village officials, to avoid disclosure of contents that may contain confidential or proprietary information to competing Respondents.

Error in Proposals:

Offerors are cautioned to verify their proposals prior to submission. Negligence on the part of the offeror in preparing the proposal confers no right for withdrawal or modification of the proposal.

Reserved Rights:

The Village reserves the right, at its sole discretion, to use without limitation any and all information, concepts, and data submitted in response to this RFP, or derived by further investigation thereof. The Village further reserves the right at any time and for any reason to cancel this solicitation, to reject any or all proposals, to supplement, add to, delete from, or otherwise change this RFP if conditions dictate. The Village may seek clarifications from a Respondent at any time and failure to respond promptly may be cause for rejection. The Village also reserves the right to interview only those firms it determines shall provide the most advantageous services to the Village, and to negotiate with one or more Respondents acceptable to the Village.

Reserved Rights:

The Village of Round Lake will not be liable in any way for any costs incurred by respondents in replying to this RFP

Award:

Award shall be made by the Village of Round Lake to the responsible offeror whose proposal is determined to be the most advantageous to the Village, taking into consideration the evaluation criteria set forth herein. The Village of Round Lake reserves the right to accept the Proposal as a whole, or any component thereof, if it appears to be in the best interests of the Village.

Evaluation Considerations:

Selection criteria refer to the qualifications that the Village requires in order to award a contract for services, or qualifications that the Village intends on using to evaluate respondents in order to select the most qualified respondent for the project. At a minimum, respondents must provide all requested information in this request for proposal.

Evaluation Criteria is shown below. The Village of Round Lake shall consider the following when judging the ability of offerors to meet the requirements of this proposal

1. Compliance with Request for Proposals
This refers to the adherence to all conditions and requirements of the Request for Proposals
2. Quality of Responses
Clearly demonstrates an understanding of the work to be performed, project staff experience and ability to successfully work with other project team members.
3. Completeness
Completeness and reasonableness of the offeror's proposal for accomplishing the tasks.
4. Capability
Level of capability demonstrated by the offeror's proposed resources for meeting the requirements of this proposal; a demonstrated ability to complete projects on schedule and within budget.
5. Competence
Level of competence in managing sensitive construction projects
6. Services to be provided
Exact type and nature of offeror's proposed services and how it will accomplish the objectives of the project, as well as the ability to rapidly respond to the Village's needs, as defined in the Evaluation Criteria set forth.
7. Qualifications of the Company
This refers to the offeror's capability in all respects to fully perform the contract requirements, including the tenacity, perseverance, experience, integrity and reliability, which will assure good faith performance, as well as satisfactory reference verification. This criterion includes:
 - a. The experience of the firm and its record on engagements of a similar nature, including the ability to serve in a similar capacity for other units of government or organizations: and,
 - b. Personnel to be assigned to the project, their education, capabilities, qualifications and experience with similar projects.
8. Amount of Proposed Contract Fees
Hourly billing rates and total costs to complete the work as specified.

**Village of Round Lake
Design, Inspection and Project Management Services for North Rosedale and Hillside Drive Pavement
Rehabilitation**

Taxes:

The Village is exempt from paying Illinois Use Tax, Illinois Retailer's Occupation Tax, Federal Excise Tax, and Municipal Retailer's Occupation Tax.

Hold Harmless Clause:

To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Village, its officials, agents, architects, contractors, and employees against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgements, costs and expenses, which may in any way accrue against the Village, its officials, agents and employees, arising in whole or in part or in consequence of the performance of the work by the Contractor, its employees, or subcontractors, or which may in any way result therefore, except that arising out of sole legal cause of the Village, its agents or employees, The Contractor shall also be required, at its own expense arising therefore or incurred in connection therewith, and, if any judgement shall be rendered against the Village, its officials, agents and employees, in any such action, the Contractor will, at its own expense, satisfy and discharge the same.

Contractor shall acknowledge that it expressly understands and agrees that any performance bond or insurance policies required by contract, or otherwise provided by the Contractor, shall in no way limit the Contractor's responsibility to indemnify, keep and save harmless and defend the Village, its officials, agents and employees as provided by contract.

Contractor shall also agree to be solely liable for any fines or civil penalties that are imposed by any government or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Contractor's, or its subcontractors' or suppliers', performance of, or failure to perform, the work or any part thereof.

Contractor shall be permitted to contest any such fines or penalties in administrative or court proceedings; however, Contractor shall pay such fines or civil penalties prior to such protest if payment is required prior to making such protest. Contractor shall be held solely responsible for all costs, including attorney's fees and administrative expenses, of protesting any such fines or civil penalties.

Insurance Requirements:

Contractor shall maintain, for the duration of this contract and any extensions thereof, insurance as noted in Appendix I – Insurance Requirements.

Meetings:

Engineer will be required to meet with various Village staff and outside officials as needed throughout the project. A set schedule shall be defined by the respondent.

Equal Employment Opportunity:

Engineer shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended, and any rules and regulations promulgated in accordance therewith, including, but not limited to, the Equal Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), which is incorporated herein by reference, Furthermore, the Consulting Engineer shall comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended.

Village of Round Lake
Design, Inspection and Project Management Services for North Rosedale and Hillside Drive Pavement Rehabilitation

Responsibility & Default:

The awarded offeror shall be required to assume responsibility for all times listed in this Request for Proposals. The successful offeror shall be considered the sole point of contact for purposes of this contract.

Time is of the essence and shall be considered in awarding this contract. If delivery of acceptable items or rendering of services is not completed by the time promised, the Village reserves the right, without liability, in addition to its other rights and remedies, to terminate the contract by written notice effective when received by the Consulting Engineer, as to stated items not yet shipped or services not yet rendered and to purchase substitute items or services elsewhere in such a manner as the Village of Round Lake may deem appropriate, and charge the Consulting Engineer with any or all losses incurred. The Village shall be entitled to recover its attorney's fees and expenses in any successful action by the Village to enforce this contract.

Payments:

The Consulting Engineer shall furnish the Village with itemized invoices as required for the project.

All payments to be made in accordance with applicable provisions of the Local Government Prompt Payment Act.

Consulting Engineer Responsibilities:

The selected Consulting Engineer will be required to assume responsibility for all services offered in this proposal. The Village will consider the selected Consulting Engineer to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. Sub contracts will be permitted only upon specific, written permission of the Village of Round Lake.

Interpretation or Correction of Request for Proposals:

Offerors shall promptly notify the Village of any ambiguity, inconsistency or error, which they may discover upon examination of the Request for Proposals. Requests for interpretation of specifications may be in writing, and directed to the Village. All such requests must be delivered in a timely fashion.

Interpretations, corrections and changes to the Request for Proposals will be made by addendum. Interpretations, corrections or changes made in any other manner will not be binding.

Governing Law:

Any contract resulting from this RFP shall be governed by and construed according to the laws of the State of Illinois.

Compliance with Laws:

The Consulting Engineer shall at all times observe and comply with all laws, ordinances and regulations of the federal, state, local and Village governments, which may in any manner affect the contract.

Termination for the Lack of Funding:

The Village reserves the right to terminate the whole or any part of this contract, upon written notice to the Consulting Engineer, in the event that sufficient funds to complete the contract are not appropriated by the Village of Round Lake; provided that in the event of such termination, the Consulting Engineer shall be paid promptly for all services rendered by the Consulting Engineer through the effective date of termination.

Addenda:

Addenda are written instruments issued by the Village prior to the date of receipt of proposals, which modify or interpret the RFP by addition, deletions, clarifications or corrections. Prior to the receipt of proposals, addenda shall be distributed to all who are known to have a complete RFP.

After receipt of proposals, addenda shall be distributed only to applicants who submitted proposals, and those offerors shall be permitted to submit new or amended proposals as detailed within the addenda.

Each offeror shall ascertain, prior to submitting a proposal, that all addenda issued have been received and, by submission of a proposal, such act shall be taken to mean that such offeror has received all addenda and that the offeror is familiar with the terms thereof and understands fully the content of the addenda. Offerors shall acknowledge receipt and understanding of the addenda in the area provided herein on the *Form of Proposal* page.

Regulatory Compliance:

Seller represents and warrants that the goods and services furnished hereunder (including all labels, packages and container for said goods) comply with all applicable standards, rules, and regulations as applicable including the Occupational Safety and Health Act as amended with respect to design, construction, manufacture or use for their intended purpose of said goods or services. Consulting Engineer shall ensure all designs and operation will adhere to all applicable Village of Round Lake, Lake County, IDOT, USEPA, IEPA and Clean Water Act guidelines and regulatory requirements.

Guarantees and Warranties:

All guarantees and warranties required shall be furnished by the Consulting Engineer and shall be delivered to the Village of Round Lake before final voucher on the contract is issued.

Changes in Scope:

Unless otherwise agreed by the Village in the original contract for professional services, any change in scope of services that increases the agreed contract price for professional or the aggregate of services and / or costs to be expended by the professional in an amount in excess of \$1,500 must be approved by the Village of Round Lake Board of Trustees. Any change in the scope of services that increases the agreed contract price for professional services and/or for costs to be expended by the professional in the amount of \$1,500 or less or the aggregate of, may be approved by the Village Administrator.

Invoicing Requirements:

Unless otherwise agreed to by the Village in the original contract for professional services, all invoices for professional services rendered must be itemized by the name of the individual doing the work, the date of the work, the time expended by the individual broken down into hour, with a description of the work. In addition, all costs must be itemized with a description of the purpose for which the cost was incurred. Unless otherwise agreed by the Village in the original contract for professional services, fee and cost invoices must be provided to the Village of Round Lake on a monthly basis.

D. PROPOSAL FORMS AND CONTENT

Submission of Proposals:

To be considered, proposal should be mailed or emailed to the address below or delivered to the Public Works window, 751 West Townline Rd. on or before the date and time specified in the Request for Proposals. Each respondent shall submit the number of proposals as enumerated on the cover page herein, one of which shall be the original.

Proposals should be submitted in a sealed envelope or via email, addressed as follows:

Village of Round Lake
Public Works Department
751 W. Townline Rd.
Round Lake, IL 60073
Attn: Adam Wedoff
awedoff@eroundlake.com

Late proposals may be rejected and returned to sender

Form of Proposal:

The proposal forms shall be signed by an officer, partner or principal with authority to execute contracts. Items to be submitted:

Work Overview: state your understanding of the proposed project.

Work Plan: Describe in narrative and/or outline from your detailed work plan which indicates your firm's methodology for execution of this contract including a summary of the methodology to be used to perform the work specified, and a synopsis and review of other areas or considerations not addressed in the Statement of Work herein, which the offeror believes to be essential to the effective execution of the project.

Cost and Price Analysis: Contract shall be for services on an hourly basis with a cost not to exceed amount and as prescribed in "Exhibit A." An agreement or contract resulting from the acceptance of a proposal shall be on forms approved by the Village's legal counsel and shall contain, at a minimum, the applicable provisions of this request for proposal and the proposal itself. The Village reserves the right to reject any agreement

Village of Round Lake

Design, Inspection and Project Management Services for North Rosedale and Hillside Drive Pavement Rehabilitation

or contract which does not conform to the request for proposal, the proposal of the firm concerned, or the Village's requirements for agreements and contracts.

Terms and Conditions: List any terms and conditions, which may apply to this contract that are not included in this RFP.

Implementation Schedule: Provide a complete schedule for implementation of the services, including all significant milestones.

Additional Information and Comments: Include any other information which may be requested in the "Statement of Work" herein, or which you believe to be pertinent to the Village's requirements.

GENERAL REQUIREMENTS

1. INTENT

The Village of Round Lake desires to enter into an agreement with a single Engineering firm to provide design, field inspection, and project management services to rehabilitate the pavement on North Rosedale Court from Cedar Lake Road to Ridgewood Drive and the pavement on Hillside Drive from Ridgewood Drive to North Park Road in the Village of Round Lake.

2. SCOPE OF SERVICES

The following Scope of Services details the anticipated tasks necessary to successfully complete this project.

- A. Plan, schedule, and control the activities that must be performed to complete the project. Confer with Village staff to ensure that the goals of the project are achieved.
- B. Conduct meetings with staff to discuss the project and review various items and contractor performance. At a minimum, the fee should include the following meetings:
 - a. Kick-off meeting
 - b. Final design review meeting
 - c. Preconstruction meeting
 - d. Monthly progress meetings
 - e. Project completion recap meeting
- C. Act as the Village's representative with duties, responsibilities and limitation of authority as assigned in the contract documents.
- D. Project Design Duties:
 - a. Perform a field evaluation to confirm the condition of the existing pavement and right-of-way.
 - b. Collect pavement cores to determine existing thicknesses of asphalt and aggregate.
 - c. Conduct a topographic survey as needed to prepare geometric plans.
 - d. Prepare geometric plans including pavement design. Plan and profile are sufficient, cross sections are not anticipated.
 - e. Provide a traffic maintenance plan including any necessary staging, closures or detours. Temporary access for driveways should be included.
 - f. Provide typical sections, general notes, roadway design details, any applicable IDOT details and a summary of quantities.
 - g. Prepare design documents consisting on one set of drawings showing the general scope, extent and character of the construction work to be furnished and performed by a contractor.
 - h. Prepare an itemized estimate of cost for the construction work.
 - i. Prepare construction contract documents, advertisement for bids, bidder instructions, bid form, agreement, performance bond form, payment bond form, general conditions and supplementary conditions. Prepare one set of technical specifications.
 - j. Coordinate and submit any State and County permits required for the work.

- k. Assist the Village with bidding including setting bid dates, assisting with solicitation of bids, attending the bid opening, reviewing and checking bid packages, creating a bid tabulation and making a recommendation to award.
- E. Construction Administration Duties:
- a. Attend and prepare minutes for the preconstruction meeting and review the Contractor's proposed construction schedule and list of subcontractors.
 - b. Prepare construction contract change orders and work directives when authorized by the Village
 - c. Review the Contractor's requests for payments as construction work progresses, and advise the Village of amounts due and payable to the Contractor in accordance with terms of the construction contract documents.
 - d. Research and prepare written response by Engineer to request for information from the Village and Contractor.
 - e. Complete necessary material testing to ensure compliance with industry standards and provide results to Village staff.
- F. Field Observation Duties:
- a. Engineer's site observation shall be at the times agreed upon with the Village. Engineer will provide a Resident Project Representative at the construction site on a full-time basis as deemed necessary by the Engineer, to assist the Contractor with layout, interpretation of the Drawings and Specification, to observe in general if the Contractor's work is in conformity with the Final Design Documents, and to monitor the Contractor's progress as related to the Construction Contract date of completion. Through standard, reasonable means, Engineer will become generally familiar with observable completed work. If Engineer observes completed work that is inconsistent with the construction documents, that information shall be communicated to the Contractor and Village to address.
 - b. Keep a daily record of the Contractor's work on those days that the Engineers are at the construction site including notations on the nature and cost of any extra work, and provide weekly reports to the Village of the construction progress.
- G. Completion of Project:
- a. Provide final inspection services when notified by the Contractor that the project is complete. Prepare written punch lists during completion inspections including but not limited to any deficient or missing work that needs to be completed and any restoration work that needs to be completed.
 - b. Issue a Notice of Acceptability for the project by the Village.
 - c. Review the Contractor's final waivers and requests for final payment and advise the Village of the amounts due and payable to the Contractor in accordance with the terms of the construction contract documents.

DISQUALIFICATION OF CERTAIN PROPOSER

PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or subcontract, for a stated period of time, from the date of conviction or entry of a plea or admission of guilt, if the person or business entity has:

- A. been convicted of an act committed, within the State of Illinois or any state within the United States, of bribery or attempting to bribe an officer or employee in the State of Illinois, or any state in the United States in that officer's or employee's official capacity;
- B. been convicted of an act committed, within the State of Illinois or any state within the United States, of bid rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act 15 U.S.C.;
- C. been convicted of bid rigging or attempting to rig bids under the laws of the State of Illinois, or any state in the United States;
- D. been convicted of an act committed, within the State of Illinois or any state within the United States, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and Clayton Act 15 U.S.C. Sec. 1, etc.;
- E. been convicted of price-fixing or attempting to fix prices under the laws of the State of Illinois, or any state in the United States;
- F. been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois or any state in the United States;
- G. made an admission of guilt of such conduct as set forth in subsection (A) through (F) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to;
- H. entered a plea of nolo contendere of bribery, price fixing, bid rigging, bid rotating, or fraud; as set forth in subparagraphs (A) through (F) above.

Business entity, as used herein, means a corporation, partnership, limited liability company, trust, association, sole proprietorship, unincorporated business or individually owned business.

Appendix 1 – Insurance Requirements

Village of Round Lake

Certificate of Insurance Requirements

Contractor shall carry all insurance coverage required by law. In addition, the Contractor shall carry, at its own expense, at least the following insurance coverage with a duly licensed and registered insurance company in the State of Illinois having a minimum A.M. Best rating of A-VI:

- a. Worker’s Compensation & Occupational Diseases Insurance – Statutory amount for Illinois
- b. General Liability Insurance:
 - i. Bodily injury, with limits of not less than \$1,000,000 each occurrence/ \$2,000,000 aggregate;
 - ii. Property damage, with limits of not less than \$1,000,000 each occurrence/ \$2,000,000 aggregate;
 - iii. Contractual insurance – broad form, with limits of not less than \$1,000,000 each occurrence/ \$2,000,000 aggregate;
- c. Automotive Liability Insurance:
 - i. Bodily injury, with limits of not less than \$1,000,000 each occurrence/ \$2,000,000 aggregate;
 - ii. Property damage, with limits of not less than \$1,000,000 each occurrence/ \$2,000,000 aggregate. Property damage insurance coverage shall include non-owned, hired, leased, or rented vehicles, as well as owned vehicles.
- d. Umbrella or excess liability coverage of \$5,000,000.
- e. Contractor’s insurance policy shall name Village as an additional insured on the General Liability, Automotive Liability and Excess Liability insurance policies. The insurance coverage shall be written with insurance companies acceptable to Village. All insurance premiums shall be paid without cost to Village. The contractor shall furnish to Village a Certificate of Insurance attesting to the respective insurance coverage for the full contract term. Contractor shall submit satisfactory proof of insurance simultaneously with the execution of the contract.
- f. All insurance policies shall provide that the Village shall receive written notice of cancellation or reduction in coverage of any insurance policy thirty (30) days prior to the effective date of cancellation.

EXHIBIT A

BASE PROPOSAL

The proposal must include the following cost information:

Consultant Fees: \$

Sub Consultant Fees: \$

Total Fee Not To Exceed: \$

The cost to successfully complete all items described in the General Requirements shall not exceed the *Total Fee Not To Exceed* as shown on the Engineer's proposal regardless of the hours required. Any increase in cost must comply with the terms of this Request for Proposal as described in the section Change in Scope.

Proposers will be awarded this procurement not necessarily based on least cost, but rather to the consultant whose proposal best meets the requirements of this RFP. It is understood that the consultant will be required to perform and complete the proposed work in a thorough and professional manner. The consultant shall provide all necessary labor, tools, implements, equipment, materials, and supplies to complete the contracted work.

All questions on the overall project and/or requests for interpretation of any part of the submittal should be directed to Adam Wedoff (847-546-0962) Email: awedoff@eroundlake.com



VILLAGE OF ROUND LAKE

AGENDA ITEM SUMMARY

TITLE: REPAIRS TO CHIPPER

Agenda Item No. COTW

Executive Summary

Staff recommends accepting a quote from Burris Equipment to complete repairs to the Public Works chipper. The chipper was damaged in an accident; staff took the chipper to Burris Equipment for a repair quote and forwarded the information to the Village’s insurance company. The insurance company stated that they will send out an adjuster to look at the chipper.

The quoted repairs total \$11,419.04. The insurance deductible for equipment is \$500.

Staff intends to wait for the insurance company to approve the repairs before proceeding with Burris Equipment.

Recommended Action

Accept a quote from Burris Equipment to complete repairs to the Public Works chipper.

Committee: PW/F&CA and Engineering		Meeting Date(s): 07/05/16		
Lead Department: Public Works		Presenter: Adam Wedoff, Director of Public Works		
Item Budgeted: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A If amount requested is over budget, a detailed explanation of what account(s) the overage will be charged to will be provided in the Executive Summary or attached detail.	Account(s)	Budget	Expenditure	
	Other Items	\$0.00		
	Item Requested	\$17,000.00	\$11,419.04	
	YTD Actual		\$650.46	
	Amount Encumbered		\$0.00	
	01-60-84-88405	\$17,000.00	\$12,069.50	
	Request is over/under budget:			
	Under		\$4,930.50	
	Over	-		



2216 N. Greenbay Rd.
 Waukegan, IL 60087
 Phone: (847) 336-1205

Locations: Waukegan, IL Ingleside, IL Joliet, IL
 (847) 336-1205 (815) 363-4100 (815) 464-6650

SOLD TO *** emailed ***
 ROUN04 VILLAGE OF ROUND LAKE
 442 N. CEDAR LAKE RD
 ROUND LAKE, IL 60073

SHIP TO

VERMEER BC1000XL SN:1VRU111A22100288 HR 390.9 W:00 C:
 Sold By: JOE PO #: SL21011 Date 6/23/16 ESTIMATE EL00550
 Ship By: Tax #: E9995-7523-07 13:12:08 PRT: 2 Open

Tax	D	Qty	Description	Price	Amount
COMMENT					
Unit was tipped on it's side while towing. Inspect and estimate repairs.					
Removed hood panel, remove injectors from cylinders and purged system. Reinstalled injectors and test ran. Engine and operations normal.					
Estimate is as follows,					
Replace damaged engine hood panels.					
Replace right fender assembly and straighten fender mount.					
Replace tool door and hindge.					
Replace damaged rear feed wheel control lever and infeed shield.					
Remove feed drum and replace broken infeed mounting plate and shaft bearing. Replace clutch engagement lever and knob.					
Engine slid to the left 3/8 of an inch, reposition engine.					
Replace chute rotate lever.					
Sand and paint chute-minor scatching.					
Extract broken hardware for left side drum cover.					
Straighten weld and paint chute handle mount.					
Replace damaged right front amber running light. Replace all damaged decals.					
Replace air filter dust valve.					
PARTS MISC					
E		1	MISC, HARDWARE, PAINT.	200.00	200.00
PARTS SERVICE					
E		1	VER 153648001	HOOD, MAIN	1417.68
E		1	VER 153650001	DOOR ASSEMB	1500.75
E		3	VER 1978011	ROLL PIN	.36
E		1	VER 155046001	DUST VALVE	8.06
E		1	VER 153442001	HANDLE, CLU	165.42
E		1	VER 109276001	HANDLE GRIP	4.13
E		1	VER 83312001	BEARING	50.42
E		1	VER 602354	SNAP RING	7.63
E		1	VER 159952001	PLATE, FEED	64.74
E		1	VER 153424001	CRANK, CHUT	106.27
E		1	VER 143637001	ROLLER HAND	1.94
E		1	VER 143638001	PUSH NUT	1.26
E		1	VER 153386001	DETENT CONT	565.86
E		1	VER 153397001	PIVOT, INFE	140.51
E		2	VER 153884001	RETAINER 1/	.39
E		1	VER 2326536	DECAL, FWD	9.18
E		1	VER 2326537	DECAL, FWD	14.41

Terms: Net 10th of month following purchase. Past due invoices subject to interest at 1.5% per month (18% annual rate)



2216 N. Greenbay Rd.
 Waukegan, IL 60087
 Phone: (847) 336-1205

Locations: Waukegan, IL (847) 336-1205 Ingleside, IL (815) 363-4100 Joliet, IL (815) 464-6650

SOLD TO *** emailed ***
 ROUN04 VILLAGE OF ROUND LAKE
 442 N. CEDAR LAKE RD
 ROUND LAKE, IL 60073

SHIP TO

VERMEER BC1000XL SN:1VRU111A22100288 HR 390.9 W:00 C:
 Sold By: JOE PO #: SL21011 Date 6/23/16 ESTIMATE EL00550
 Ship By: Tax #: E9995-7523-07 13:12:08 PRT: 2 Open

Tax	D	Qty	Description	Price	Amount
E		1	VER 154026001 SHIELD	251.78	251.78
E		2	VER 70000785 DECAL, VERM	29.94	59.88
E		1	VER 70001012 DECAL, CONT	6.45	6.45
E		1	VER 79802005 LIGHT 2 1/2	4.65	4.65
E		1	VER 180010468 LATCH	48.33	48.33
E		1	VER 153473001 SHIM, HINDG	16.02	16.02
E		1	VER 153467001 PLATE, TOOL	37.50	37.50
E		2	VER 153472001 HINDGE	26.39	52.78
E		1	VER 153748001 FENDER, RIG	1936.19	1936.19
E		1	VER 153491001 SHIELD, BEL	140.74	140.74
E		10	VER 507085006 NUT, LOCKIN	.22	2.20
E		1	VER 70000016 DECAL, WARN	22.23	22.23
E		1	VER 7001B292 DECAL, CONT	8.21	8.21
E		3	VER 700B262 DECAL, BC10	18.11	54.33
E		10	VER 70000774 DECAL 2 1/2	2.03	20.30
E		1	VER 70000939 DECAL-15"	34.68	34.68
E		1	VER 7000B291 DECAL, CONT	18.14	18.14
E		1	VER 70000786 DECAL 10" V	9.41	9.41
			** TOTAL PARTS SERVICE		6783.94
			SHOP SUPPLIES		50.00
			SHOP LABOR		4110.10
			** TOTAL SHOP LABOR		4110.10
			EPA CHARGE		25.00
			FREIGHT		250.00
			FREIGHT ESTIMATE		250.00

Terms: Net 10th of month following purchase. Past due invoices subject to interest at 1.5% per month (18% annual rate)

** SUBTOTAL 11419.04

X _____ Charge Sale

Phone: (847) 546-5400
 Page 2 Last Page

PAY THIS AMOUNT

\$11419.04

16-R-___

A Resolution Adopting the School Resource Officer Intergovernmental Agreement Between The Village of Round Lake And The Board of Education of Round Lake Area Schools Community Unit School District 116

WHEREAS, the Board of Education of Round Lake Area Schools Community Unit School District 116 offices and Round Lake High School is located in the Village of Round Lake, Lake County Illinois:

WHEREAS, the Village President and Board of Trustees find that adopting the School Resource Officer Intergovernmental Agreement between The Village of Round Lake and the Board of Education of Round Lake Area Schools Community Unit School District 116 is fiscally prudent and in the interest of public health, safety and welfare; and

NOW THEREFORE BE IT RESOLVED by the Village President and Board of Trustees of the Village of Round Lake as follows:

1. Adoption of the School Resource Officer Intergovernmental Agreement between the Village of Round Lake and The Board of Education of Round Lake Area Schools Community Unit School District 116 is hereby authorized.

2. The Mayor, the Chief of Police or their designee, is authorized to perform such other actions required to carry out the Village's participation in the School Resource Officer Intergovernmental Agreement between The Village of Round Lake and the Board of Education of Round Lake Area Schools Community Unit School District 116 and to otherwise implement this resolution.

APPROVED:

Daniel A. MacGillis, Village President

ATTEST:

Patricia C. Blauvelt, Village Clerk

PASSED:

APPROVED:

AYES:

NAYS:

ABSENT:

**SCHOOL RESOURCE
INTERGOVERNMENTAL AGREEMENT**

Intergovernmental Agreement (referred to as the "Agreement") is entered into this 1st day of August, 2016, between the VILLAGE OF ROUND LAKE, and Illinois municipal corporation (referred to as "Village") and the BOARD OF EDUCATION OF ROUND LAKE AREA SCHOOLS COMMUNITY UNIT SCHOOL DISTRICT 116, LAKE COUNTY, a body politic and corporate of the State of Illinois municipal corporation (referred to as "School District").

RECITALS:

WHEREAS, the Village and School District are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.; as authorized by Article VII, Section 10 of the 1970 Constitution of the State of Illinois; and the Illinois Constitution and the Illinois statute encourage and provide for units of local government to cooperate and to enter into intergovernmental agreements in any manner not prohibited by law or ordinance, to their mutual benefit; and

WHEREAS, the School District has determined that it presently has a need for an on-site school resource officer (SRO) and related service and supervision at its school location known as the Round Lake High School located at 800 North High School Drive, in the Village of Round Lake; and

WHEREAS, the Village has determined that it can provide the onsite services the School District desires; and

WHEREAS, the Village desires to accommodate all reasonable needs and special circumstances of the School District including arrangements for the special assignment of police personnel for the benefit of the School District;

WHEREAS, the parties acknowledge and agree that such services will involve additional expense and costs appropriate for payment and reimbursement by the School District

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Recitals Incorporated.

The foregoing recitals are incorporated in and made a part of this Agreement as though fully set forth.

2. Services to School District.

2.1 As hereinafter specified, the Village shall provide special police services to the School District and the School District shall compensate the Village the cost for such services.

2.2. Assignment Detail – School Resource Officers (hereinafter also referred to as "SRO").

2.2.1. The Village shall supply the School District with one (1) sworn police officer to act as the SRO at the Round Lake High School during the regular school year. The SRO will have successfully completed the 40 hour Juvenile Specialist Course and the 40 hour School Resource Officer Training Course.

2.2.2. The selection and assignment of each SRO will be at the discretion of the Village Chief of Police.

2.2.3. The School District shall provide written notice to the Village in the event the School District becomes dissatisfied with the performance of an SRO. The Village shall immediately remove an assigned SRO from the School District assignment at the request of the School District. Upon request of the School District, the Village shall promptly provide a replacement for any SROs removed. It shall be in the Village's sole discretion to further train the SRO or provide the School District with a replacement SRO. If the SRO is reassigned by the Village and the SRO position is vacant for any timeframe, there will be no debt incurred and no reimbursement required to the Village by the School District for the timeframe that the School District was without a School Resource Officer.

2.2.4. The Village police department will be the sole provider of police services to the School District at the Round Lake High School.

2.2.5. The SRO will be present at the assigned school on all School Days during school hours and for certain extra school-related activities to perform the duties and responsibilities identified in this agreement. The designated SRO may be assigned to other, non-school related police functions during such periods when the school is not in session, such as vacation and holiday periods, and shall always be subject to call for other non-school related police functions as the Village deems necessary. In the event the assigned SRO is unavailable for duty when school is in session, the Village shall, depending upon available personnel, provide a substitute to perform the SRO duties until he/she is available. If no SRO is available and the SRO position is vacant for any timeframe, there will be no debt incurred and no reimbursement required to the Village by the School District for the timeframe that the School District was without a School Resource Officer.

2.3. Village Employee Status.

2.3.1. Each SRO shall be an employee of the Village and shall receive compensation and benefits from the Village in accordance with any applicable bargaining agreement covering the SRO and any applicable Village rules, regulations, policies and standard operating procedures, as the same may be amended from time to time. The SRO shall not have any benefit, status, or right of employment in the School District.

2.3.2. Each SRO shall at times remain under the supervision, direction and control of the Village, specifically the Village Chief of Police or his designee, in accordance with applicable ordinances, statutes, rules and regulations.

2.3.3. An SRO shall be subject to discipline by the Village and not by the School District.

2.4. SRO Responsibilities.

The designated SRO shall:

- a. act in the capacity of a sworn, on-duty police officer.
- b. protect students, faculty and schools from theft, vandalism, assault and other violations of the law.
- c. act as a liaison between the School District, the community, and local law enforcement.
- d. patrol the school and school grounds as deemed necessary for the safety and well-being of students, faculty and parents.

- e. promote, develop and maintain positive relations with students, parents, school staff, and local law enforcement officers.
- f. interact with students as a positive role model, especially during lunch periods, passing periods and at dismissal times.
- g. participate in prevention programs, as requested by School Administration.
 - 1. help research, plan, and implement preventative programs in the area of anti-gang involvement.
 - 2. help research, plan, and implement preventive programs in the areas of drugs and narcotics.
 - 3. serve as a resource in the preparation of educational programs concerning social problems in which violations of the law may be involved.
 - 4. be available for presentations on law enforcement, safety and good citizenship.
- h. communicate with School District Building Administration
 - 1. maintain a daily record of activities and provide to Administration as requested.
 - 2. meet with Administration regularly to discuss and evaluate SRO activities.
 - 3. provide information and reports in a timely manner to appropriate School District Administration.
- i. interact with students
 - 1. when necessary, act as a truant officer limited only to those high school students who reside within the jurisdictional boundaries of the Village of Round Lake, Illinois, and after the Lake County PASS program has been used to its fullest extent, and as the Lake County Courts accepts police involvement in truancy cases at the local level.
 - 2. assist with dealing with students who leave the school without authorization.
 - 3. refer discipline violations/concerns to the appropriate school administrator and work closely with them to resolve the problem.
 - 4. deal effectively with juvenile offenders who violate the law.
 - 5. work with students who are victims of juvenile dependency, neglect, crime or are a witness to a crime.
- j. participate in arrest situations that occur on school property
 - 1. enforce the statutes and ordinances of the State of Illinois and the Village having jurisdiction for the school.
 - 2. affect an arrest as appropriate.
 - 3. report the incident to the appropriate law enforcement agency and attempt to de-escalate the situation as appropriate.

- k. provide case reports to the School District and appropriate law enforcement agencies in accordance with the Reciprocal Reporting Agreement.
- l. assist the School Administration in the solution of theft, vandalism, trespassing, and false problems.
- m. assist with traffic control on school site as requested.
- n. check for unauthorized personnel in and around school property.
- o. work in a cooperative manner with local law enforcement and social service agencies.
- p. maintain confidentiality of student record information in accordance with the Illinois School Student Records Act (105 ILCS 10.6). However, as an employee of the Police Department the SRO will not have access to confidential student records other than information that is disclosed by District personnel in conjunction with SRO duties.
- q. provide police services and assist the school administration with crowd and vehicle control at special events.
- r. develop working relationship with other SROs in other schools to exchange ideas and information.
- s. provide input, as requested, into the School District's Comprehensive School Safety Plan.
- t. perform other duties within the scope of his/her law enforcement agency's responsibilities as assigned by the School Administration for the good of the School District.
- u. inspect school property and observe activities on school property for unsafe conditions, which may lead to injury, and report all potential safety hazards to School Administration.
- v. work with School Administration to develop and maintain a program of safe conditions and practices for the welfare of the school community.
- w. maintain office hours in the school each day as considered necessary by the School Administration.
- x. attend student disciplinary hearings as needed by the School District to assist administration in the presentation of evidence to the Board of Education.

3. Prosecution.

Prosecution of all defendants charged with violations by the Department shall be performed by the Village Prosecutor or the Lake County State's Attorney's Office.

4. Press Releases.

The Chief of Police of the Village will work in consultation with the Superintendent of the School District in furnishing information to the press and the general public, and in connection therewith, shall report specific details of incidents and names of persons involved therewith as in the sole discretion of each shall be deemed proper and lawful. In accordance with the Reciprocal Reporting Act and the School Code, the Village Chief of Police shall facilitate the exchange of information with the

Superintendent of the School District regarding reports and details of the specified incidents and charges involving School District students or staff.

5. Limits of Authority.

This Agreement shall not be construed as to limit in any way the authority of the officers of the police department to enforce laws and ordinances of the State of Illinois and the Village of Round Lake as otherwise authorized by applicable law, either on or off of the properties of the School District, whether or not such police officers are working as an SRO.

6. Equipment and Facilities.

The SRO and any vehicle or equipment utilized in the performance of this Agreement shall at all times be and remain under the control, maintenance, insurance, and ultimate direction of the Village. The School District will provide a private office space, office supplies and a computer, to facilitate the performance of SRO duties.

7. Mutual Indemnification.

The Village specifically agrees to indemnify, protect, defend and hold harmless the School District, its elected officials, clerks, employees and agents from and against any damages, claims, demands, losses, expenses and suits including reasonable attorneys' fees, by any persons or entities, which arise out of or result from any negligent act or omission on the part of the Village in the performance of this Agreement. The School District specifically agrees to indemnify, protect, defend and hold harmless the Village, its elected officials, clerks, employees and agents from and against any damages, claims, demands, losses, expenses and suits, including reasonable attorneys' fees, by any persons or entities, which arise out of or result from any negligent act or omission on the part of the School District in the performance of this Agreement.

8. Compensation and Reimbursement of Costs.

8.1. The School District shall not be liable for the direct payment of wages or other compensation or benefits to the SRO providing services to the School District pursuant to this Agreement. Based upon the amount of days the assigned SRO's actually performs services for the School District, the School District shall reimburse the Village a prorated portion of each assigned SRO's compensation package (the "Cost") for the actual days the police officer works in the school as an SRO. The cost for the assigned SRO shall be calculated by the Village and reported to and paid by the School District monthly. An itemized listing of the SRO, his/her salary, all applicable benefits and the number of contract days must be provided to the School District at the beginning (projected) and at the end of the school year (actual). A monthly itemized listing should accompany the invoice for payment to support the invoice amount.

For School District budgeting purposes, the Village's present good faith estimate of those costs are as follows:

Round Lake High School: \$275.00 per day

Failure to bill the School District by June 30th for any invoice from the prior school year shall result in the waiving of that invoice.

8.2. There is no Village obligation to continue any provision of this Intergovernmental Agreement should funding from the School District cease or be modified from the terms of this Intergovernmental Agreement.

9. Term/Duration.

This Intergovernmental Agreement shall be effective upon final approval of the President and Board of Trustees of the Village and the Board of Education of the School District. It shall remain in effect until July 31, 2017.

10. Default.

In the event that either Party to this Agreement fails to perform any of the terms and conditions contained herein said Party shall be considered to be in default of this Agreement. Upon written notification from the non-defaulting Party, the defaulting Party shall have thirty (30) days from the receipt of said notice to remedy the default or to commence activities to remedy the default if the default cannot reasonably be remedied within the thirty (30) day period. Should the defaulting Party fail to remedy the default, or take action to remedy the default, if applicable, within the thirty (30) day period, the non-defaulting Party may terminate this agreement and/or take such actions as available in law or equity.

11. Non-Assignment.

Neither the Village nor School District may assign, transfer or convey this Agreement or their rights and duties or obligations under it or any part of it without the prior written consent of the other party.

12. Notices.

All notices, reports, or correspondence required or contemplated by this Agreement must be in writing, delivered personally or by first class mail, postage prepaid, addressed to:

For Village: Village Clerk
Village of Round Lake
444 North Cedar Lake Road
Round Lake, IL 60073

For School District: Superintendent
Round Lake Area Schools
Community Unit School District 116
884 Nippersink Road
Round Lake, IL 60073

13. Governing Law.

This Agreement and the rights and responsibilities of the parties hereto shall be interpreted and enforced in accordance with the laws of the State of Illinois.

14. Complete Understanding.

This Agreement sets forth all the terms and conditions, and agreements and understandings between the Parties relative to the subject matter hereof and there are not agreements or conditions, either oral or written, expressed or implied, between them other than as herein set forth.

15. Waiver.

No waiver of any default of any Party hereunder shall be implied from an omission of any Party to take any action on account of such default and no express waiver shall affect any default other

than the default specified in that express waiver and then only for the time and to the extent therein stated.

16. No Third Party Beneficiary.

This Agreement is entered into solely for the benefit of the contracting Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity, who is not a party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party.

17. Execution.

Each Party warrants to the other that it is authorized to execute, deliver, and perform this Agreement and that the individuals signing on behalf of them is authorized to execute this Agreement in the name of the party on whose behalf he or she executes it.

IN WITNESS WHEREOF, the parties set their hands and seals on the date written above.

**VILLAGE OF ROUND LAKE,
an Illinois municipal corporation;**

**BOARD OF EDUCATION OF
ROUND LAKE AREA SCHOOLS
COMMUNITY UNIT SCHOOL
DISTRICT 116, a body politic and
corporate of the State of Illinois;**

By: _____

By: _____

Attest: _____

Attest: _____