

RESOLUTION NO 24-R-77

**A RESOLUTION TO APPROVE BETTENHAUSEN PARK TOPOGRAPHY
& PLAT SURVEY**

WHEREAS, the Tinley Park-Park District is located in Cook & Will Counties of Illinois, and

WHEREAS, a project for replacement of the backstop and outfield fences at Bettenhausen Park, which are past useful life, is being planned; and

WHEREAS, as part of the project, poor drainage issues around the site need to be addressed; and

WHEREAS, a topography and plat survey are necessary to begin to address the drainage issues; and

WHEREAS, DesignTek has performed this type of work for the District on other projected; and

WHEREAS, staff recommends DesignTek to perform the topography and plat survey for the amount of \$10,560; and

WHEREAS, The Board of Commissioners of the Tinley Park-Park District finds that it is in the best interest of the District to approve DesignTek to perform the topography and plat survey for the amount of \$10,560.

NOW, THEREFORE, BE IT RESOLVED by the Commissioners of the TINLEY PARK-PARK DISTRICT as follows:

SECTION 1: The Preambles hereto are hereby made a part of, and an operative provision of, this Resolution as if fully restate herein.

SECTION 2: The Request attached hereto as Exhibit 1, and made a part hereof, is hereby approved.

SECTION 3: That this Resolution shall be in full force and effect on the date approved and passed by the Board of Commissioners of the TINLEY PARK-PARK DISTRICT.

Approved and passed this 16th day of October 2024.

AYES: 4
NAYS: 0
ABSENT: 1
ABSTAIN: 0

TINLEY PARK-PARK DISTRICT



Marie Ryan
President, Board of Park Commissioners

Attest:



Ashley Rubino
Secretary, Board of Park Commissioners

EXHIBIT 1 RESOLUTION NO 24-R-77

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September 25, 2024

PROJECT: Bettenhausen Park
16440 76th Ave
Tinley Park, IL 60477
PIN 27-24-312-065-0000

**ENGINEER/
SURVEYOR:** DesignTek Engineering Inc. Phone: 708-326-4961
9930 W 190th Street Suite L
Mokena, IL 60448

CLIENT: Tinley Park Park District Phone: 708-342-4261
Shawn Roby Email: Shawn.Roby@tinleyparkdistrict.org

SCOPE OF PROJECT: Boundary and Topographic Survey

Note: The "CLIENT" shall be understood to mean the person or persons having the authority to enter into this agreement. "DESIGNTEK" shall be understood to mean DesignTek Engineering Inc.

1. Plat/Topographic Survey:

\$10,560

- Prepare a Plat/Topographic survey for the project in accordance with the municipality & state requirements in effect at the time the topography is prepared.
- Locate all visible on-site utilities with elevations on rims / inverts of utility structures, together with possible connecting upstream and downstream storm structures.
- Location and elevations of the adjacent roadway, sidewalks and utilities located within the adjacent right of way fronting the lot to the near side edge of pavement of 76th Avenue.
- Locate all visible hardscape improvements to the property.
- Spot grades on the lot sufficient to produce existing with one-foot contours.
- This survey will be completed in conformance to a standard un-staked survey of the subject property and will not include setting iron pipes at all property corners.
- Limits of topography shown on Exhibit D herein. Additional topography and fees may be necessary after review of a professional engineer involved in reviewing drainage issues.
- Additional items that will be shown on the drawing will include:
 - Recorded easements.
 - Recorded setback lines.
 - Legal description and PIN for the subject parcel.
 - The Survey will be reviewed, signed and sealed by a Professional Land Surveyor.

GENERAL SURVEY NOTES:

- Prior to the start of the topographic survey, the Client shall provide DesignTek with a deed or title policy/commitment.
- DesignTek does not warrant or guarantee the location of any existing or new underground utility or any other underground structure or object. Underground utilities shall be shown only if the Client calls J.U.L.I.E. For final grading surveys, where required, the Client shall provide as-built information to DesignTek for under drains, sanitary/water connections and dissipation systems.
- Additional survey work beyond the initial topographic survey will be billed on a Time and Material basis. Said additional survey work includes field crews, drafting, plotting and administration.
- Payment shall be made at the completion of each task. Cash or check are accepted. If using a credit card, a 3.5% fee will be added to the total.

2. Retainer:

\$5,000

- A retainer will be required prior to DesignTek beginning work on this or any project. The retainer will be applied to the "First Payment" at the beginning of the project, typically the topography and detailed grading plan. Therefore, billing and payment per task will be the basis for billing, and all payment terms itemized in Section 5 will apply.

Summary of Fees NOT including extras:

Topography/Boundary	10,560.00
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This Agreement constitutes the entire Agreement between the CLIENT and the ENGINEER/SURVEYOR and supersedes all prior written or oral understandings. The Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument. The fees quoted in this proposal are valid for one (1) year. If the project extends over one (1) year or if the project is delayed due to the CLIENT or for reasons outside the control of DESIGNTEK, billings may commence based on time and materials at the current fees and hourly rates. At a minimum, a 3% increase to any outstanding billable contract items will be added after a one (1) year time frame is exceeded.

CLIENT: Tinley Park Park District

DATE: _____

Shawn Roby

ENGINEER / SURVEYOR:

DesignTek Engineering Inc.

DATE: _____

Scott Schreiner, PE

President

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EXHIBIT A
TERMS AND CONDITIONS

SECTION 1 - BASIC SERVICES

- 1.1 DESIGNTEK shall provide for the CLIENT professional consultation, advice and services incidental thereto, in all phases of the PROJECT to which this agreement applies.

SECTION 2 - ADDITIONAL SERVICES

- 2.1 If requested and authorized by the CLIENT, DESIGNTEK shall furnish or obtain from others "Additional Services" at the fees shown on EXHIBIT C.

SECTION 3 - CLIENT'S RESPONSIBILITIES

The CLIENT shall do the following in a timely manner so as not to delay the services of DESIGNTEK:

- 3.1 Designate a person to act as the CLIENT'S representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the CLIENT'S policies and decisions with respect to services of DESIGNTEK for the PROJECT.
- 3.2 Provide all criteria and full information as to the CLIENT'S requirements for the PROJECT, including objectives, constraints, budgetary limitations, and all available information pertinent to the PROJECT.
- 3.3 Arrange for access to and make all provisions for DESIGNTEK to enter upon public and private property as required by DESIGNTEK ENGINEERING to perform services under this Agreement.
- 3.4 Give prompt written notice to DESIGNTEK whenever the CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of services by DESIGNTEK.

SECTION 4 - PERIODS OF SERVICE

- 4.1 The various rates of compensation for services of DESIGNTEK are provided for in this Agreement and have been agreed to in anticipation of an orderly and continuous progress of the PROJECT. In the event that the CLIENT modifies or changes the scope, the extent, character, or nature of the PROJECT, or if circumstances arise beyond the control of DESIGNTEK which would cause performance of services of DESIGNTEK to be delayed, the agreed time within which services of DESIGNTEK are to be performed shall be adjusted in accordance with the extent of the time delay.

SECTION 5 - PAYMENTS

- 5.1 The CLIENT shall pay DESIGNTEK for the services rendered, in the amount specified in this Agreement. Additional services rendered by DESIGNTEK at the direction of the CLIENT shall be paid for as outlined in Exhibit C, "Schedule of Hourly Rates".
- 5.2 The CLIENT shall pay DESIGNTEK the actual costs of all "Incurred Expenses" in connection with the PROJECT. Such cost items could include, but are not limited to plats, maps, printing charges, photographs, delivery and messenger charges, postage and rental of special equipment. These expenses shall be paid as outlined in Exhibit C.

EXHIBIT A (continued)

- 5.3 All payments for SERVICES shall be made at the time the plans are completed. If the CLIENT fails to make the payment due to DESIGNTEK for services and expenses at the time the plans are received, the amounts due will be increased at the rate of 18% per year (1.5% per month) from said completion date. The CLIENT'S failure to pay invoices of DESIGNTEK within thirty (30) days of their dates shall constitute a material default of this Agreement for which DESIGNTEK shall have the right to cease performance of all its work and recover termination costs and damages. Legal fees and the time of employees at their billable rates spent in assistance of a collection effort will be billed in addition to the contractual amount due. This section shall be void if a prior written agreement is reached and signed by both parties.

SECTION 6 - OPINIONS OF CONSTRUCTION COST

- 6.1 If outlined in the proposal for services, DESIGNTEK shall prepare an "Opinion of Probable Construction Cost" which shall be based on the best judgment of DESIGNTEK as an experienced and qualified professional engineer familiar with the construction industry. DESIGNTEK, however, cannot and does not guarantee that the actual construction costs will not vary from the opinion of probable cost prepared by DESIGNTEK.

SECTION 7- GENERAL CONSIDERATIONS

- 7.1 The obligation to provide further services under this Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
- 7.2 Notwithstanding any contrary terms in the printed form of the Agreement, the CLIENT will not have any right to terminate this Agreement for reasons not the fault of DESIGNTEK unless all payments have been made for professional services rendered prior to the date of notice of termination.
- 7.3 All documents prepared or furnished by DESIGNTEK pursuant to this Agreement are instruments of service with respect to the PROJECT and DESIGNTEK shall retain an ownership and property interest therein whether or not the PROJECT is completed. Such documents are not intended or represented to be suitable for reuse by the CLIENT or others on extensions of the PROJECT or any other project. Any reuse without written verification or adaptation by DESIGNTEK for the specific purpose intended will be at the CLIENT'S sole risk and without liability or legal exposure to DESIGNTEK.
- 7.4 DESIGNTEK shall utilize that degree of care and skill ordinarily exercised under similar circumstances by reputable members of the profession. DESIGNTEK, however, makes no express or implied warranties by its provision of services under this Agreement. In the event of a claim or demand by the CLIENT against DESIGNTEK, the CLIENT is limited to the amount it may recover from DESIGNTEK to the amount of fees that DESIGNTEK has collected from the CLIENT in conjunction with the work on the PROJECT. No claim may be made by the CLIENT against DESIGNTEK more than three (3) years after substantial completion of the PROJECT.
- 7.5 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the CLIENT and DESIGNTEK, and all duties and responsibilities undertaken pursuant to the CLIENT and DESIGNTEK are not for benefit of any other party.

EXHIBIT B
ADDITIONAL SERVICES OF DESIGNTEK

- 1) Any services that are not specifically outlined in the proposal for services shall be considered "Additional Services". Payment for these Additional Services shall be based on the actual time spent at the hourly rates shown in Exhibit C.
- 2) Services not outlined in this proposal and could be provided or coordinated by DESIGNTEK include, but are not necessarily limited to:
 - Major revisions to the scope of services including major revisions to the site plans due to client changes, building changes, etc.
 - Preparing and administering applications for permits other than those outlined in the proposal for services.
 - Coordinating and/or receiving proposals for services from other professional design consultants, i.e. soil consultants, traffic consultants, wetland consultant, environmental impact consultants, and archeological surveyors.
 - Preparing documents for submittal to FEMA for map revision requests.
 - Verifying the accuracy of drawings or other information furnished by the client.
 - Attending Plan Commission, City Council or other meetings.
 - Preparing to serve or serving as a consultant or witness for the client in any litigation, arbitration or other legal or administrative proceeding involving the project.
 - Preparing contract agreements and bid forms for contractor bidding, sending plans and other documents to contractor(s) for bidding purposes.
 - Preparing letter of credit reductions.
 - Providing construction administrative services as outlined in the proposal for services.
 - Providing engineering services during the construction phase of the project.
 - Providing of insurance coverage beyond that normally maintained by DESIGNTEK.

EXHIBIT D
TOPOGRAPHIC LIMITS

