

NOTICE OF A SPECIAL MEETING OF THE COMMITTEE OF THE WHOLE

A special meeting of the Committee of the Whole is scheduled for
Tuesday, July 21, 2020 beginning at 6:30 p.m.

A copy of the agenda for this meeting is attached hereto and can
be found at www.tinleypark.org.

NOTICE - MEETING MODIFICATION DUE TO COVID-19

Pursuant to Governor Pritzker's Executive Order 2020-07, Executive Order 2020-10, Executive Order 2020-18, Executive Order 2020-32, Executive Order 2020-33, Executive Order 2020-39, and Executive Order 2020-44, which collectively suspends the Illinois Open Meetings Act requirements regarding in-person attendance by members of a public body during the duration of the Gubernatorial Disaster Proclamation, issued on June 26, 2020, the members of the Village Board will be participating in the meeting through teleconference.

A livestream of the electronic meeting will be broadcasted at Village Hall. Pursuant to Governor's Executive Order No. 2020-43 and CDC guidelines, no more than 50 people or 50% of the maximum capacity will be allowed in the Council Chambers at any one time, so long as attendees comply with social distancing guidelines. Anyone in excess of maximum limit will be asked to wait in another room with live feed to the meeting until the agenda item for which the person or persons would like to speak on is being discussed or until the open floor for public comments.

Public comments or requests to speak may also be emailed in advance of the meeting to clerksoffice@tinleypark.org or placed in the Drop Box at the Village Hall by noon on Tuesday, July 21, 2020.

Kristin A. Thirion
Clerk
Village of Tinley Park

MEETING NOTICE
VILLAGE OF TINLEY PARK
SPECIAL MEETING OF THE COMMITTEE OF THE WHOLE

NOTICE IS HEREBY GIVEN that a Special Committee of the Whole Meeting of the Village of Tinley Park, Cook and Will Counties, Illinois will be held on Tuesday, July 21, 2020, beginning at 6:30 p.m. in Council Chambers, located in the Tinley Park Village Hall, 16250 South Oak Park Avenue, Tinley Park, Illinois 60477.

The agenda is as follows:

1. CALL MEETING TO ORDER.
2. CONSIDER APPROVAL OF THE MINUTES OF THE REGULAR COMMITTEE OF THE WHOLE MEETING HELD ON JULY 7, 2020.
3. RECEIVE AUDIT PRESENTATION FROM SIKICH LLP.
4. DISCUSS HEALTH INSURANCE RENEWAL.
5. RECEIVE UPDATE ON PUBLIC WORKS LANDSCAPE MAINTENANCE COSTS CURRENT AND FUTURE.
6. DISCUSS 2020 MUNICIPAL PARKING LOT IMPROVEMENTS CONTRACT.
7. DISCUSS PUBLIC WORKS FLEET VEHICLE PURCHASE LIST.
8. DISCUSS ANNUAL MAINTENANCE & INSPECTION OF VILLAGE FACILITIES BUILDING AUTOMATION SYSTEMS WITH TOTAL AUTOMATION CONCEPTS, INC.
9. DISCUSS CHRISTOPHER B. BURKE ENGINEERING BOULEVARD UTILITY BURIAL PROJECT MANAGEMENT.
10. DISCUSS CLASS E LIQUOR LICENSE FOR GOLDEN CORRAL.
11. RECEIVE COMMENTS FROM THE PUBLIC.

ADJOURNMENT

KRISTIN A. THIRION
VILLAGE CLERK

MINUTES
Regular Meeting of the Committee of the Whole
July 7, 2020 – 6:00 p.m.
Village Hall of Tinley Park – Council Chambers
16250 S. Oak Park Avenue
Tinley Park, IL 60477

President Pro Tem Glotz called the regular meeting of the Committee of the Whole on July 7, 2020, to order at 6:08 p.m.

At this time, President Pro Tem Glotz stated this meeting was conducted remotely via electronic participation consistent with Governor Pritzker's Executive Orders suspending certain requirements of the Open Meetings Act provisions relating to in-person attendance by members of a public body due to the COVID-19 pandemic. President Pro-Tem Glotz introduced ground rules for effective and clear conduct of Village business. Elected officials confirmed they were able to hear one another.

Deputy Clerk Godette called the roll. Present and responding to roll call were the following:

Members Present: M. Glotz, Village President Pro Tem
C. Berg, Village Trustee (Participated Electronically)
W. Brady, Village Trustee
W. Brennan, Village Trustee
D. Galante, Village Trustee
M. Mueller, Village Trustee

Members Absent: J. Vandenberg, Village President
K. Thirion, Village Clerk

Staff Present: D. Niemeyer, Village Manager
P. Carr, Assistant Village Manager
L. Godette, Deputy Clerk
H. Lipman, Management Analyst
P. Connelly, Village Attorney
M. Walsh, Police Chief (Participated Electronically)
F. Reeder, Fire Services Administrator
P. Cordero, Economic Development Manager
D. Framke, Marketing Director (Participated Electronically)
P. Wallrich, Interim Community Development Director (Participated Electronically)

Others Present:

Item #2 - CONSIDER APPROVAL OF THE MINUTES OF THE SPECIAL COMMITTEE OF THE WHOLE

MEETING HELD ON JUNE 16, 2020. – Motion was made by President Pro Tem Glotz, seconded by Trustee Berg, to approve the minutes of the Special Committee of the Whole meeting held on June 16, 2020. Vote by roll call. Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. President Pro Tem Glotz declared the motion carried.

Item #3 – DISCUSS 80TH AVENUE TRAIN STATION COMMERCIAL SPACE RFQ. – Priscilla Cordero, Business Development Manager, presented the 80th Avenue Metra Station Request for Qualifications (RFQ). The Village is requesting qualifications from commercial business owners interested in operating an 800 +/- square foot café within the Tinley Park 80th Avenue Commuter Station. The selected vendor will have direct access to the entire station including the great hall. The Village is seeking a high-quality, retail or service firm with an excellent operating

record whose use of the train station will, in addition to serving over 2400 daily Metra commuters, create a destination for residents and visitors during off-peak train station hours. Respondents are required to submit a business plan which shall include information on the vendor's retail experience, proposed services offered, management background, operating budget, marketing plan and proposed license agreement. The Village shall enter into a non-exclusive license agreement with the selected firm which shall include a monthly base license fee plus a percentage of the Licensee's gross sales ranging from 2 to 2.5 percent.

Issuance of the RFQ is tentatively scheduled for July 10, 2020 with a due date of September 1, 2020. If firm interviews are necessary, those shall take place the week of September 7, 2020 with approval at the Village Board meeting on September 15, 2020. Respondents will have the opportunity to conduct a site walk-through of the station. In determining who the best qualified vendor is, the following qualifications will be considered by the Village.

- Demonstrated overall experience of the proposed retailer and expertise of the individuals involved in coordinating development and operation of the retail space;
- Quality and soundness of proposed business plan;
- Provision of services/commodities which favor Metra ridership and meet the specific needs of Metra commuters and the community;
- Terms and conditions of the proposed retailer's license agreement including revenue to the Village of Tinley Park.

Trustee Brennan asked about the fees for the previous tenant and if there was flexibility for an increase. Ms. Cordero replied the previous tenant paid a base licensing fee of \$1,100 plus a percentage of the Licensee's gross sales ranging from 2 to 2.5 percent based on revenue was in the agreement. The proposed licensing fee will be a part of each individual RFQ. David Niemeyer, Village Manager, added since this an RFQ it affords flexibility.

Trustee Mueller is concerned about the low ridership and feels it is important the business to have an additional revenue source.

Trustee Glotz is also concerned about low ridership with regard to the base fee.

Trustee Galante requested the amount collected, outside of the base licensing fee, from the previous tenant. Ms. Cordero will forward the information.

Motion was made by President Pro Tem Glotz, seconded by Trustee Brennan, to direct staff to go out to RFQ. Vote by roll call. Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. President Pro Tem Glotz declared the motion carried.

Item #4 – DISCUSS ADULT USE CANNABIS DISPENSARY BUSINESS LICENSING. – Hanna Lipman, Management Analyst, presented the Business License Fee for Adult Use Cannabis. Per the Illinois Cannabis Regulation and Tax Act, municipalities cannot issue licenses for adult use cannabis like they can for alcohol or video gaming. Therefore, a survey of other municipalities who already have a cannabis facility or will allow for them, was completed to get a better understanding of how they license such facilities. The common trend seems to treat cannabis facilities as any other business, and determine the business license fee based on square footage and use. This is how the Village currently licenses businesses as well. Others have taken their own approach, and charged fees on the Community Development side, while some do not charge a fee at all. Mundelein (\$3,500) and Peoria (\$5,000) have the highest fees in terms of business licensing. Again, without the ability to issue a cannabis license, municipalities have taken varying approaches.

Staff recommends creating a business license fee for cannabis facilities based on square footage and use.

Trustee Glotz likes the fees Mundelein and Peoria have imposed and asked if required security is included in the Ordinance. Ms. Lipman responded it is not currently included, however it is common that a security officer is in the facility. Paula Wallrich, Interim Community Development Director, stated this is special use and a provision has been

added for enhanced security to the building. This can be added as a condition, if desired. Patrick Connelly, Village Attorney, added the State application process includes a full security plan.

Trustee Brady asked if security would be Village Police Officers. Trustee Glotz replied, no, the business would provide their own security. Matt Walsh, Police Chief added he believes, during a presentation in the past, it was stated security was required. He will check into this.

Trustee Brennan concurred with Chief Walsh. He also noted it is stated in the Ordinance a facility may not be located within 400 feet of the property line of a pre-existing public or private nursery school, preschool, primary or secondary school or day care center. He was under the understating it should be 1000 feet. He also likes the higher fees imposed in Mundelein and Peoria.

Trustee Mueller likes the stand-alone building and the \$2,000 fee. He is comfortable with a \$3,500 but would like to keep the fees low to begin and adjust in the future.

Mr. Connelly stated the licensing fee needs to be tied to work performed by staff.

Trustee Berg agrees with the higher fee. Trustee Galante concurs and also agrees with the zoning.

Motion was made by President Pro Tem Glotz, seconded by Trustee Brennan, to have a fee of \$5000 and to check the security requirements. Vote by roll call. Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. President Pro Tem Glotz declared the motion carried.

Item #5 – RECEIVE COMMENTS FROM THE PUBLIC –

President Pro Tem Glotz asked if anyone from the public wished to comment. No one came forward.

President Pro Tem Glotz asked if there were any written comments or requests to speak telephonically from members of the public. Laura Godette, Deputy Village Clerk, stated there were none.

ADJOURNMENT

Motion was made by President Pro Tem Glotz, seconded by Trustee Brennan, to adjourn the Committee of the Whole. Vote by roll call. Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. President Pro Tem Glotz declared the meeting adjourned at 6:31 p.m.

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Interoffice Memo

Date: July 15, 2020

To: Tinley Park Village Board
Dave Niemeyer, Village Manager
Brad Bettenhausen, Village Treasurer/Finance Director

From: Andrew Brown, Assistant Village Treasurer/Assistant Finance Director

Subject: **Fiscal Year 2019 Comprehensive Annual Financial Report**

The Village of Tinley Park has issued its Comprehensive Annual Financial Report (CAFR) for the fiscal year ended April 30, 2019. The Comprehensive Annual Financial Report (CAFR) is the annual audited financial statement for the Village. A CAFR is a more transparent and useful document to users due to the level of detail and full disclosure of the Village's operations and outcomes in the fiscal year for which it pertains. The CAFR is available on the Village website in the transparency portal.

The Village's auditor, Sikich LLP will make a brief presentation to the Village Board regarding the findings from the FY 2019 CAFR and will be available for questions.

Hard Copies of the FY 2019 CAFR will be distributed to the Village Board once available, they are currently being printed. If you have any questions or would like further explanation on either document please do not hesitate to reach out to the Finance Department.

**RECEIVE AUDIT PRESENTATION
FROM SIKICH LLP**

**The Fiscal Year 2019
Comprehensive Annual
Financial Report (CAFR)**

**Can be found on the
Transparency Portal at
www.tinleypark.org**



Interoffice Memo

Date: July 17, 2020

To: Committee of the Whole

From: Hannah Lipman, Management Analyst
David Niemeyer, Village Manager
Paula Wagener, Interim Human Resources Director

Subject: Renewal of Health and Dental Insurance Policy – Blue Cross Blue Shield

In early June, we received the preliminary proposal for Medical/Dental Insurance Renewal for the policy year 2020-2021, effective October 1, 2020. Upon receipt, our broker, Alliant Mesirov, engaged the market to provide competitive pricing for comparable services. Once other quotes were received, the broker engaged in negotiations with Blue Cross Blue Shield in an effort to obtain more savings. As you can see in the table below, there were initial increases for medical at 7.9% and dental at 4.3%.

The brokers additional negotiations with Blue Cross Blue Shield resulted in a revised renewal of 7.7% increase (Alternative Revised Renewal) for medical and 0% increase for dental.

MEDICAL	BCBS of IL			
Contributory	Current	Renewal	Revised Renewal*	Alternative Revised Renewal**
Estimated Monthly Premium	\$396,327.76	\$427,637.36	\$428,033.98	\$426,882.42
Estimated Annual Premium	\$4,755,933.12	\$5,131,648.32	\$5,136,407.77	\$5,122,589.04
Difference From Current Premium		\$375,715.20 7.9%	\$380,474.65 8.0%	\$366,655.92 7.7%

DENTAL	BCBS of IL			
Contributory	Current	Renewal	Revised Renewal*	Revised Renewal*
Estimated Monthly Premium	\$22,283.62	\$23,241.48	\$22,283.62	\$22,283.62
Estimated Annual Premium	\$267,403.44	\$278,897.76	\$267,403.44	\$267,403.44
Difference From Current Premium		\$11,494.32 4.3%	\$0.00 0.0%	\$0.00 0.0%

Furthermore, Blue Cross Blue Shield awarded the Village a \$200,000 credit, that will be applied to the premium, causing the rate to decrease further from 7.7% to 3.5%. The revised renewals are inclusive of 1% medical and 1% dental commissions as of October 1, 2020.

There will be a few minor changes for the 2020-21 plan year. First, there will be an option for separate dental plans. This is not uncommon and does not impact rates. There will also be slight modifications to the PPO plan that include the following:

- In Network Office Visit Copayment (savings of \$5,178.65)
 - Current: \$20 Primary Care Physician/\$40 Specialist
 - Change to: \$25 Primary Care Physician/\$50 Specialist
- Emergency Room Copayment (savings of \$1,726.22)
 - Current: \$150 Copayment + Deductible
 - Change to: \$250 Copayment + Deductible
- Rx Copayments (savings of \$6,041.76)
 - Current: \$10/ \$40 / \$60
 - Change to: \$15/ \$40 / \$60

This results in about \$13,500 of savings. There are no changes to the HMO or Blue Advantage plans.

The Village has been fortunate that in 2018-19 as well as 2019-20 there were savings seen in lower rates. The rates received from Blue Cross Blue Shield for 2020-21 reflect the best overall plan offerings with the most comprehensive network for competitive services available. Village staff recommends that we accept the Medical and Dental Insurance Renewal received and remain with Blue Cross Blue Shield for the 2020-2021 policy year.

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

**RESOLUTION
NO. 2020-R-XXX**

**A RESOLUTION AUTHORIZING THE RENEWAL OF THE VILLAGE'S
HEALTH/DENTAL INSURANCE POLICY – BLUE CROSS BLUE SHIELD OF ILLINOIS**

**JACOB C. VANDENBERG, PRESIDENT
KRISTIN A. THIRION, VILLAGE CLERK**

**CYNTHIA A. BERG
WILLIAM P. BRADY
WILLIAM A. BRENNAN
DIANE M. GALANTE
MICHAEL W. GLOTZ
MICHAEL G. MUELLER
Board of Trustees**

RESOLUTION NO. 2020-R-XXX

A RESOLUTION AUTHORIZING THE RENEWAL OF THE VILLAGE'S HEALTH/DENTAL INSURANCE POLICY – BLUE CROSS BLUE SHIELD OF ILLINOIS

WHEREAS, the Village of Tinley Park, Cook and Will Counties, Illinois, is a Home Rule Unit pursuant to the Illinois Constitution of 1970; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into an Agreement with Blue Cross/Blue Shield of Illinois, a true and correct copy of such Agreement being attached hereto and made a part hereof as **EXHIBIT 1**; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interests of said Village of Tinley Park that said Agreement be entered into by the Village of Tinley Park;

NOW, THEREFORE, Be It Resolved by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

Section 1: The Preambles hereto are hereby made a part of, and operative provisions of, this Resolution as fully as if completely repeated at length herein.

Section 2: That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interests of the Village of Tinley Park and its residents that the aforesaid "Agreement" be entered into and executed by said Village of Tinley Park, with said Agreement to be substantially in the form attached hereto and made a part hereof as **EXHIBIT 1**.

Section 3: That the President and Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois are hereby authorized to execute for and on behalf of said Village of Tinley Park the aforesaid Agreement.

Section 4: That this Resolution shall take effect from and after its adoption and approval.

ADOPTED this 21st day of July, 2020, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 21st day of July, 2020, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

BLUE CROSS/BLUE SHIELD AGREEMENT

STATE OF ILLINOIS)
COUNTY OF COOK) SS
COUNTY OF WILL)

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2020-R-XXX, “**A RESOLUTION AUTHORIZING THE RENEWAL OF THE VILLAGE’S HEALTH/DENTAL INSURANCE POLICY,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on 21st day of July, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 21st day of July, 2020.

VILLAGE CLERK



Interoffice Memo

Date: July 7, 2020

To: John Urbanski, Interim Public Works Director

From: Kelly Mulqueeny, Street Superintendent

Subject: Update on Landscape Maintenance Costs - Current and Future

Presented for July 21, 2020 COW Meeting agenda for consideration and possible action:

Description: In January at the initial budget meeting PW was asked for a break down on what we spend on landscape and beautification yearly and what costs are in our future. Below is the breakdown of the costs.

Present Costs and Descriptions:

Lawn Maintenance- *Approximate Annual Cost \$309,000 COVID adj. \$304,000*

- Mowing- Contractor mows and string trims 250 acres of turf throughout Tinley Park.
- Weed control and fertilizer- Contractor sprays broadleaf weed control and fertilizer on turf areas.
- Planning services- which includes assisting with contract preparation, site inspections for 250 acres, attends meetings and communicates issues with superintendent.
- *UPDATE: Due to COVID-19 Planning services have been reduced.*

Landscape Bed Maintenance – *Approximate Annual Cost \$ 175,000 COVID adj. \$168,000*

- The Village is responsible for 5.6 acres of perennial and annual landscape beds. This was previously lumped in with mowing but we wanted better service to preserve our existing plant material and have an expert who could id a perennial next to a weed.
- Planning Services includes site inspections, assisting with contract preparation, communicates status with superintendent.
- *UPDATE: Due to COVID-19 Planning services have been reduced.*

Sprinkler Maintenance- *Approximate Annual Cost \$51,000 COVID adj. \$51,000*

- The Village has 7 irrigation systems that need maintenance which includes start up, blow out, 3 inspections and repairs as needed.
- Planning Services- assist with contract preparation and coordination.

Urban Forestry Program- *Approximate Annual Cost \$331,000 COVID adj. \$233,000*

- Urban Forestry Program which includes 2 planting per seasons, tree inspections prior to planting, managing yearly tree planting requests, residential and village staff meetings and yearly warranty inspections for 3 years per tree.
- Part of this program includes a previous capital project, replacing 10,500 emerald ash trees that were removed due to damage from the Emerald ash borer. The outstanding item is the warrantied trees (3 year).

- The Village has now joined the Suburban Tree Consortium who plants approximately 300 trees per year. This program allows us to use the lowest qualified bidder for tree grower as well as tree planter. 40+ communities are members of the Consortium.
- *UPDATE: Due to COVID-19 Tree pruning was eliminated and planning services were reduced.*

Pond Maintenance Program- *Approximate Annual Cost -\$290,000 COVID adj. \$209,500*

- The Village owns and is responsible for maintaining 44 ponds (195 acres) within Tinley Park. Of that 44 we have 9 sites on our maintenance program.
- Responsibilities include regular landscape maintenance and stewardship services for naturalized areas, upland invasive species management services, aquatic weed and algae management services and site preparation and native planting installations.
- Planning services- which includes assisting with contract preparation, site inspections for 195 acres, attends meetings and communicates issues with superintendent.
- *UPDATE: Due to COVID-19 Two (2) new ponds schedule to be added to the maintenance program have been removed as well as a reduction in planning services.*

Seasonal Planter Program- *Approximate Annual Cost \$ 164,000 COVID adj. \$112,000*

- This program includes 150 hanging planters that have 2 inserts per baskets (spring and summer installation). The inserts are planted and grown in our inserts in the greenhouse until they are ready to install into the planters.
- This program also includes 49 planters plus some beds around the OPA train station. These planters have 1-5 different plantings (St. Patrick's Day parade, spring, summer, fall and winter). Summer is the only season everything is planted and St Patrick's is the least amount planted.
- Planning Services assist with contract, coordination and site inspections.
- *UPDATE: Due to COVID-19 the planting for the fall and winter have been cancelled and planning services has been reduced.*

Holiday Lights and Decorations- *Approximate Annual Cost \$ 36,500 COVID adj. \$33,000*

- 140 Trumpet Decorations are installed and taken down every year by a qualified contractor.
- Community Christmas tree.
- Five (5) 3-D illuminated reindeer and four (4) illuminated snowflakes are installed, removed and maintained every year.
- Walk through Ornament.
- 20 metal refurbished light up trees.
- LED Fountain display initial purchased in 2019.
- Planning Services assist with contract, coordination and site inspections.
- *UPDATE: Due to COVID-19 Planning services has been reduced.*

Future Costs:

The yearly cost for maintenance generally goes up slightly every year. I would anticipate a 3% increase plus any possible costs for improvements. Many of the above categories are managed by different areas within the Village. For example, Marketing originally purchased the planters, Christmas trumpets as well as other items but then are maintained by PW afterwards. Facilities has purchased planters for the Police Department, contracted landscape maintenance and planted new trees. These coordination efforts make it difficult to project the future costs. It had been a trend to increase Christmas decorations and the planting to keep the downtown area inviting to visitors as well as residents. In these 2 areas I would anticipate a yearly increase closer to 7-10%. The community Christmas tree may need to be replaced eventually also. Another recommendation for consideration, is with the North Street development there will be a lot of new spaces to decorate for Christmas and fill with planters.







Interoffice Memo

Date: July 8, 2020

To: David Niemeyer – Village Manager
Brad Bettenhausen – Village Treasurer
John Urbanski, Interim Public Works Director

From: Colby Zemaitis, PE, CFM – Village Engineer

Subject: Contract Award 2020 Municipal Parking Lot Project

Presented for July 21st, 2020 Committee of the Whole/Village Board Meeting consideration and possible action:

Description: Project consists of the earth excavation, placement and compaction of aggregate base course, removal and replacement of existing HMA pavement, curb and gutter removal and replacement, sidewalk removal and replacement, drainage structure adjustments and pavement marking and all incidental work necessary to complete the improvements at the Hickory Street Parking serving the Oak Park Avenue Metra, Oak Park Avenue Metra Train Lot – North of the Tracks, North Parking Lot at Village Hall, Fire Training Tower, West portion and Handicapped Parking areas at the 80th Avenue Metra Train Lot and the Public Works Employee Parking Lot.

Seven (7) bids were received and publicly read on July 8th, 2020. The bid results are below and the bid tab is attached. The lowest, responsible bidder was Iroquois Paving Corporation in the amount of \$306,442.96.

<u>Contractor</u>	<u>Location</u>	<u>Base Bid Total</u>
Iroquois Paving Corporation	Watseka, IL	\$306,442.96
D Construction	Coal City, IL	\$323,545.03
K-Five Construction	Westmont, IL	\$360,151.16
Gallagher Asphalt Corporation	Thornton, IL	\$401,688.60
PT Ferro Construction	Joliet, IL	\$413,853.84
Maneval Construction	Ingleside, IL	\$424,019.15
Austin Tyler Construction, Inc.	Elwood, IL	\$425,865.46
Engineer's Estimates		\$312,295.15

Budget / Finance: Funding is budgeted for in the FY21 Capital Improvement Budget.

Budget Available:	\$312,300.00
Lowest Responsible Bidder:	\$306,442.96
Contingency Amount:	<u>\$5,857.04</u>
Difference:	\$0.00

Staff Direction Request:

1. Approve low bid and award the project to Iroquois Paving Corporation in the amount of \$306,442.96.
2. Direct Staff as necessary.

Attachment:

1. Bid Tab dated July 8, 2020.

Metra Station - Hickory Street (On-Street Lot)

Items	Quantity	Units	Unit Price	Total
HMA Surface Removal, 2"	3,233	SY	\$2.50	\$8,082.50
Bituminous Materials (Tack Coat)	1,455	LB	\$0.05	\$72.74
HMA Surface Course, Mix D,N50	388	Ton	\$80.00	\$31,036.80
Curb & Gutter Removal and Replacement-Special	0	LF	\$7.75	\$0.00
Sidewalk Removal & Replacement - Special	1,642	SF	\$10.00	\$16,420.00
Detectible Warning Plate - Special	20	SF	\$22.00	\$440.00
Paint Pavement Marking - Line 4"	2,394	LF	\$0.60	\$1,436.40
Structures to be Adjusted	0	Each	\$300.00	\$0.00
Sub-Total				\$57,488.44
15% Contg.				\$8,623.27
Total				\$66,111.71

*** Approved Budget Total: \$66k***

Metra Station - 80th Avenue (Far West Lot and HC Stalls next to station)

Item Description	Unit	Quantity	Unit Price	Total Price
Paint Pavement Marking - Line 4"	L.F.	3,596	\$0.60	\$2,157.60
Paint Pavement Marking - Line 6"	L.F.	948	\$1.25	\$1,185.00
Paint Pavement Marking - Line 12"	L.F.	1,115	\$2.25	\$2,508.75
Paint Pavement Marking - Line 24"	L.F.	108	\$5.00	\$540.00
Paint Pavement Marking - Letters & Symbols	S.F.	92.0	\$5.50	\$506.00
Sub-Total				\$6,897.35
15% Contg.				\$1,034.60
Total				\$7,931.95

*** Approved Budget Total: \$8,300***

Metra Station - OPA Avenue (North Street Lot)

Item Description	Unit	Quantity	Unit Price	Total Price
HMA Surface Removal, 2"	SY	6,069	\$2.50	\$15,171.39
Bituminous Materials (Tack Coat)	LB	2,731	\$0.05	\$136.54
HMA Surface Course, Mix D, N50	Ton	728	\$80.00	\$58,258.13
Curb & Gutter Removal and Replacement-Special	LF	311	\$35.25	\$10,962.75
Sidewalk Removal & Replacement - Special	SF	292	\$2.50	\$731.02
Detectible Warning Plate - Special	SF	10	\$22.00	\$220.00
Remove Existing Foundations	Each	3	\$1,200.00	\$3,600.00
Structures to be Adjusted	Each	0	\$300.00	\$0.00
Paint Pavement Marking - Line 4"	L.F.	2,535	\$0.60	\$1,521.00
Paint Pavement Marking - Line 6"	L.F.	0	\$1.25	\$0.00
Paint Pavement Marking - Line 12"	L.F.	0	\$2.25	\$0.00
Paint Pavement Marking - Line 24"	L.F.	12	\$5.00	\$60.00
Paint Pavement Marking - Letters & Symbols	S.F.	4.6	\$5.50	\$25.30
Sub-Total				\$90,686.13
15% Contg.				\$13,602.92
Total				\$104,289.05

*** Reduced to \$100k due to Budget Restraints***

Village Hall - North Parking Lot

Items	Quantity	Units	Unit Price	Total
HMA Surface Removal, 2"	2,686	SY	\$2.50	\$6,715.00
Bituminous Materials (Tack Coat)	1,209	LB	\$0.05	\$60.44
HMA Surface Course, Mix D,N50	322	Ton	\$80.00	\$25,785.60
Curb & Gutter Removal and Replacement	368	LF	\$35.25	\$12,972.00
Sidewalk Removal and Replacement - Special	917	SF	\$10.00	\$9,170.00
Detectible Warning Plate - Special	100	SF	\$22.00	\$2,200.00
Paint Pavement Marking - Line 4"	1,673	LF	\$0.60	\$1,003.80
Paint Pavement Marking - L&S	5	SF	\$5.50	\$25.30
Structures to be Adjusted	2	Each	\$300.00	\$600.00
Sub-Total				\$58,532.14
15% Contg.				\$8,779.82
Total				\$67,311.96

*** Approved Budget Total: \$53k***

Church Parking Lot across from Public Safety Bldg (68th Ct)

Items	Quantity	Units	Unit Price	Total
HMA Surface Removal, 2"	2470	SY	\$2.50	\$6,175.00
Bituminous Materials (Tack Coat)	1111.5	LB	\$0.05	\$55.58
HMA Surface Course, Mix D,N50	296.4	Ton	\$80.00	\$23,712.00
Sidewalk Removal and Replacement - Special	0	SF	\$2.50	\$0.00
Paint Pavement Marking - Line 4"	1993	LF	\$0.60	\$1,195.80
Paint Pavement Marking - L&S	9.2	SF	\$5.50	\$50.60
Structures to be Adjusted	3	Each	\$300.00	\$900.00
Sub-Total				\$32,088.98
15% Contg.				\$4,813.35
Total				\$36,902.32

*** Reduced to \$0 due to Budget Restraints***

Budget:	\$100,000
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Fire Training Tower - Helicopter Landing Pad

Item Description	Unit	Quantity	Unit Price	Total Price
Paint Pavement Marking - Line 4"	L.F.	526	\$0.60	\$316.00
Paint Pavement Marking - Line 6"	L.F.	220	\$1.25	\$275.00
Sub-Total				\$591.00

Item Description	Unit	Quantity	Unit Price	Total Price
HMA Surface Removal, 2"	S.Y.	4,990	\$2.50	\$12,475.56
Bituminous Materials (Tack Coat)	LB	2,246	\$0.05	\$112.00
HMA Surface Course, Mix D, N50	Ton	599	\$80.00	\$47,906.13
Pavement Patching, 6"	S.Y.	0	\$35.00	\$0.00
Sub-Total				\$61,675.69



Schedule of Prices

Project: FY2021 Municipal Parking Lot Improvements

<i>Item No.</i>	<i>Item Description</i>	<i>Unit</i>	<i>Quantity</i>	<i>Unit Price</i>	<i>Total Price</i>
1	Earth Excavation, Special	Cu Yd	95	\$	\$
2	Aggregate Base Course, Type B, 12" - Special	Sq Yd	190	\$	\$
3	HMA Surface Removal, 2"	Sq Yd	16,978	\$	\$
4	HMA Surface Course, Mix D, N50	Ton	2,054	\$	\$
5	HMA Binder Course, IL 19.0, N50, 2.25"	Ton	19	\$	\$
6	Bituminous Materials (Tack Coat)	Lb	7,716	\$	\$
7	Sidewalk Removal- Special	Sq Ft	2,851	\$	\$
8	PCC Sidewalk - Special	Sq Ft	3,226	\$	\$
9	Remove Existing Foundations	Each	3	\$	\$
10	Detectible Warning Plate - Special	Sq Ft	130	\$	\$
11	HMA Patching, 6"	Sq Yd	100	\$	\$
12	Curb and Gutter Removal - Special	Lin Ft	759	\$	\$
13	Combination Concrete Curb and Gutter, B-6.12 - Special	Lin Ft	879	\$	\$
14	Structures to be Adjusted	Each	8	\$	\$
15	Parkway Restoration, Special	Sq Yd	246	\$	\$
16	Paint Pavement Marking - Line 4"	Lin Ft	11,081	\$	\$
17	Paint Pavement Marking - Line 6"	Lin Ft	1,191	\$	\$
18	Paint Pavement Marking - Line 12"	Lin Ft	1,137	\$	\$
19	Paint Pavement Marking - Line 24"	Lin Ft	145	\$	\$
20	Paint Pavement Marking - Letters & Symbols	Lin Ft	125	\$	\$
				<i>Bid Total:</i>	\$

<u>Alternate Bid Item</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit price</u>	<u>Total Price</u>
1	Tree Removal, 3" Diameter	Each	2	\$
2	Tree Removal, 15" Diameter	Each	1	\$
3	Sod Supply and Placement	Sq Yd	246	\$

The following Addendums have been acknowledged: _____

* The quantities specified above are estimates. The final payouts will be based on final quantities submitted by the Contractor and confirmed by the Village Engineer.



Bid Tab

Bid Opening: July 8th, 2020 @ 10:30 am

Project: 2020 Municipal Parking Lot Improvements

Item No.	Item Description	Unit	Quantity	Unit Price	Total Price	Iroquois Paving Corporation PO Box 466 Watseka, IL 60970		D Construction 1488 S Broadway Coal City, IL 60416		K-Five Construction 999 Oakmont Plaza Drive, Ste 200 Westmont, IL 60559		Gallagher Asphalt Corporation 18100 S. Indiana Avenue Thornton, IL 60476		PT Ferro Construction Company 700 S. Rowell Avenue Joliet, IL 60433		Maneval Construction 28090 W Concrete Drive Ingleside, IL 60041		Austin Tyler Construction, Inc. 23343 S. Ridge Road Elwood, IL 60421								
						Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price					
1	Earth Excavation, Special	Cu Yd	95	\$39.00	\$3,705.00	\$24.00	\$2,280.00	\$50.00	\$4,750.00	\$49.00	\$4,655.00	\$49.00	\$4,655.00	\$42.00	\$3,990.00	\$40.00	\$3,800.00	\$50.00	\$4,750.00							
2	Aggregate Base Course, Type B, 12" - Special	Sq Yd	190	\$15.00	\$2,850.00	\$7.00	\$1,330.00	\$14.00	\$2,660.00	\$17.50	\$3,325.00	\$19.00	\$3,610.00	\$12.00	\$2,280.00	\$20.00	\$3,800.00	\$40.00	\$7,600.00							
3	HMA Surface Removal, 2"	Sq Yd	16,978	\$3.25	\$55,178.50	\$2.95	\$50,085.10	\$3.15	\$53,480.70	\$4.50	\$76,401.00	\$5.45	\$92,530.10	\$4.50	\$76,401.00	\$4.85	\$82,343.30	\$6.00	\$101,868.00							
4	HMA Surface Course, Mix D, N50	Ton	2,054	\$79.00	\$162,266.00	\$70.00	\$143,780.00	\$72.00	\$147,888.00	\$85.50	\$175,617.00	\$87.00	\$178,698.00	\$100.00	\$205,400.00	\$96.85	\$198,929.90	\$89.00	\$182,806.00							
5	HMA Binder Course, IL 19.0, N50, 2.25"	Ton	19	\$75.00	\$1,425.00	\$70.00	\$1,330.00	\$100.00	\$1,900.00	\$85.00	\$1,615.00	\$210.00	\$3,990.00	\$150.00	\$2,850.00	\$112.85	\$2,144.15	\$110.00	\$2,090.00							
6	Bituminous Materials (Tack Coat)	Lb	7,716	\$0.05	\$385.80	\$0.01	\$77.16	\$0.01	\$77.16	\$0.01	\$77.16	\$1.00	\$7,716.00	\$0.01	\$77.16	\$0.50	\$3,858.00	\$0.01	\$77.16							
7	Sidewalk Removal- Special	Sq Ft	2,851	\$2.50	\$7,127.50	\$2.00	\$5,702.00	\$3.00	\$8,553.00	\$2.00	\$5,702.00	\$2.00	\$5,702.00	\$3.00	\$8,553.00	\$1.90	\$5,416.90	\$3.00	\$8,553.00							
8	PCC Sidewalk - Special	Sq Ft	3,226	\$7.50	\$24,195.00	\$10.00	\$32,260.00	\$10.00	\$32,260.00	\$7.80	\$25,162.80	\$7.80	\$25,162.80	\$10.50	\$33,873.00	\$14.10	\$45,486.60	\$9.25	\$29,840.50							
9	Remove Existing Foundations	Each	3	\$800.00	\$2,400.00	\$750.00	\$2,250.00	\$500.00	\$1,500.00	\$1,000.00	\$3,000.00	\$675.00	\$2,025.00	\$1,500.00	\$4,500.00	\$660.00	\$1,980.00	\$1,400.00	\$4,200.00							
10	Detectible Warning Plate - Special	Sq Ft	130	\$20.00	\$2,600.00	\$35.00	\$4,550.00	\$35.00	\$4,550.00	\$20.00	\$2,600.00	\$20.00	\$2,600.00	\$20.00	\$2,600.00	\$36.00	\$4,680.00	\$30.00	\$3,900.00							
11	HMA Patching, 6"	Sq Yd	100	\$40.00	\$4,000.00	\$50.00	\$5,000.00	\$52.00	\$5,200.00	\$110.00	\$11,000.00	\$105.00	\$10,500.00	\$70.00	\$7,000.00	\$61.15	\$6,115.00	\$90.00	\$9,000.00							
12	Curb and Gutter Removal - Special	Lin Ft	759	\$10.00	\$7,590.00	\$10.00	\$7,590.00	\$10.00	\$7,590.00	\$10.00	\$7,590.00	\$10.00	\$7,590.00	\$15.00	\$11,385.00	\$11.20	\$8,500.80	\$17.00	\$12,903.00							
13	Combination Concrete Curb and Gutter, B-6.12 - Special	Lin Ft	879	\$27.50	\$24,172.50	\$40.00	\$35,160.00	\$35.00	\$30,765.00	\$28.50	\$25,051.50	\$45.00	\$39,555.00	\$40.00	\$35,160.00	\$42.00	\$36,918.00	\$45.00	\$39,555.00							
14	Structures to be Adjusted	Each	8	\$300.00	\$2,400.00	\$600.00	\$4,800.00	\$600.00	\$4,800.00	\$675.00	\$5,400.00	\$550.00	\$4,400.00	\$300.00	\$2,400.00	\$685.00	\$5,480.00	\$500.00	\$4,000.00							
15	Parkway Restoration, Special	Sq Yd	246	\$4.50	\$1,107.00	\$4.00	\$984.00	\$30.00	\$7,380.00	\$15.00	\$3,690.00	\$15.00	\$3,690.00	\$20.00	\$4,920.00	\$21.60	\$5,313.60	\$12.00	\$2,952.00							
16	Paint Pavement Marking - Line 4"	Lin Ft	11,081	\$0.60	\$6,648.60	\$0.50	\$5,540.50	\$0.55	\$6,094.55	\$0.50	\$5,540.50	\$0.50	\$5,540.50	\$0.68	\$7,535.08	\$0.50	\$5,540.50	\$0.60	\$6,648.60							
17	Paint Pavement Marking - Line 6"	Lin Ft	1,191	\$1.25	\$1,488.75	\$0.70	\$833.70	\$0.77	\$917.07	\$0.70	\$833.70	\$0.70	\$833.70	\$1.20	\$1,429.20	\$0.75	\$893.25	\$0.90	\$1,071.90							
18	Paint Pavement Marking - Line 12"	Lin Ft	1,137	\$1.50	\$1,705.50	\$1.50	\$1,705.50	\$1.65	\$1,876.05	\$1.50	\$1,705.50	\$1.50	\$1,705.50	\$2.20	\$2,501.40	\$1.45	\$1,648.65	\$1.90	\$2,160.30							
19	Paint Pavement Marking - Line 24"	Lin Ft	145	\$2.50	\$362.50	\$3.00	\$435.00	\$3.30	\$478.50	\$3.00	\$435.00	\$3.00	\$435.00	\$3.70	\$536.50	\$2.90	\$420.50	\$7.00	\$1,015.00							
20	Paint Pavement Marking - Letters & Symbols	Lin Ft	125	\$5.50	\$687.50	\$6.00	\$750.00	\$6.60	\$825.00	\$6.00	\$750.00	\$6.00	\$750.00	\$3.70	\$462.50	\$6.00	\$750.00	\$7.00	\$875.00							
Bid Total:					\$312,295.15	Bid Total:		\$306,442.96	Bid Total:		\$323,545.03	Bid Total:		\$360,151.16	Bid Total:		\$401,688.60	Bid Total:		\$413,853.84	Bid Total:		\$424,019.15	Bid Total:		\$425,865.46
						As Read:		\$306,442.96	As Read:		\$323,545.03	As Read:		\$360,151.16	As Read:		\$401,688.60	As Read:		\$413,853.84	As Read:		\$424,019.15	As Read:		\$425,865.46
Percent Over/Under Engineer's Estimate:								-1.87%			3.60%			15.32%			28.62%			32.52%			35.78%			36.37%

Alternate Bid Item	Unit	Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	
1	Tree Removal, 3" Diameter	Each	2	\$550.00	\$1,100.00	\$500.00	\$1,000.00	\$550.00	\$1,100.00	\$200.00	\$400.00	\$590.00	\$1,180.00	\$500.00	\$1,000.00	\$850.00	\$1,700.00	\$600.00	\$1,200.00
2	Tree Removal, 15" Diameter	Each	1	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,650.00	\$1,650.00	\$2,000.00	\$2,000.00	\$890.00	\$890.00	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00	\$1,800.00	\$1,800.00
3	Sod Supply and Placement	Sq Yd	246	\$30.00	\$7,380.00	\$19.00	\$4,674.00	\$30.00	\$7,380.00	\$35.00	\$8,610.00	\$35.00	\$8,610.00	\$20.00	\$4,920.00	\$25.00	\$6,150.00	\$12.00	\$2,952.00



Schedule of Prices

Project: 2020 Municipal Parking Lot Improvements

Changes per Addendum #1 - Issued July 6, 2020

Item No.	Item Description	Unit	Quantity	Unit Price	Total Price
1	Earth Excavation, Special	Cu Yd	95	\$	\$
2	Aggregate Base Course, Type B, 12" - Special	Sq Yd	190	\$	\$
3	HMA Surface Removal, 2"	Sq Yd	16,978	\$	\$
4	HMA Surface Course, Mix D, N50	Ton	2,054	\$	\$
5	HMA Binder Course, IL 19.0, N50, 2.25"	Ton	19	\$	\$
6	Bituminous Materials (Tack Coat)	Lb	7,716	\$	\$
7	Sidewalk Removal- Special	Sq Ft	2,851	\$	\$
8	PCC Sidewalk - Special	Sq Ft	3,226	\$	\$
9	Remove Existing Foundations	Each	3	\$	\$
10	Detectible Warning Plate - Special	Sq Ft	130	\$	\$
11	HMA Patching, 6"	Sq Yd	100	\$	\$
12	Curb and Gutter Removal - Special	Lin Ft	759	\$	\$
13	Combination Concrete Curb and Gutter, B-6.12 - Special	Lin Ft	879	\$	\$
14	Structures to be Adjusted	Each	8	\$	\$
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17	Paint Pavement Marking - Line 6"	Lin Ft	1,191	\$	\$
18	Paint Pavement Marking - Line 12"	Lin Ft	1,137	\$	\$
19	Paint Pavement Marking - Line 24"	Lin Ft	145	\$	\$
20	Paint Pavement Marking - Letters & Symbols	Lin Ft	125	\$	\$
				Bid Total:	\$

<u>Alternate Bid Item</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit price</u>	<u>Total Price</u>
1	Tree Removal, 3" Diameter	Each	2	\$
2	Tree Removal, 15" Diameter	Each	1	\$
3	Sod Supply and Placement	Sq Yd	246	\$

The following Addendums have been acknowledged: _____

* The quantities specified above are estimates. The final payouts will be based on final quantities submitted by the Contractor and confirmed by the Village Engineer.



Interoffice Memo

Date: July 14, 2020

To: David Niemeyer, Village Manager
Pat Carr, Assistant Village Manager

From: Terry Lusby, Jr., Facilities & Fleet Superintendent

Subject: Approve Public Works Fleet Vehicle Purchase List for the FY2021 Budget

Presented for July 21st, 2020 Committee of the Whole/Village Board Meeting consideration and possible action:

Description:

Approve the Public Works Fleet Vehicle Purchase List that includes various vehicles with a purchase amount exceeding \$20,000.00 for each vehicle.

Background:

Requesting purchase approval for Directional Boring Machine and Village Bus that were previously pre-approved via FY 2021 Budget. All vehicles and equipment will be purchased through our standing cooperative purchasing agreements (Suburban Purchase Cooperative, Southwest Conference, Northwest Conference, National Joint Powers Alliance, General Services Administration, Houston-Galveston Council, and Illinois Procurement Bulletin).

Budget / Finance:

Funding is budgeted and available in the approved FY20 Budget; Capital Fund.

Staff Direction Request:

1. Approve Public Works Fleet Vehicle Purchase List in the amount not to exceed \$325,000.
2. Direct staff as necessary.

FY2020/ 2021 APPROVED REQUESTS

VENDOR/ UP-FITTER	DESCRIPTION	ALLOCATION #	REPLACE	Estimated Cost Each	BUDGETED (Not To Exceed)	TRADE-IN	CONTRACT	COMMENTS
Vermeer/ Ditch Witch	Boring Machine	30-74336	143	\$ 250,000.00	\$ 250,000.00	yes	NJPA/Source well 012418-VRM	
Ford-Midwest Transit	Village Bus	30-74225	new	\$ 75,000.00	\$ 75,000.00	n/a	SPC Suburban Purchasing Cooperative	



Interoffice Memo

Date: July 9, 2020

To: David Niemeyer, Village Manager
Pat Carr, Assistant Village Manager

From: Terry Lusby, Jr., Facilities & Fleet Superintendent

Subject: Approve Service Contract: Annual Maintenance and Inspection of Village Facilities Building Automation Systems with Total Automation Concepts, Inc.

Presented for July 21st, 2020 Committee of the Whole/Village Board Meeting consideration and possible action:

Description: Approve a service contract with Total Automation Concepts, Inc. of Alsip, Illinois for the annual maintenance and inspection of Village Facilities Building Automation Systems. In general, the scope of services includes:

1. Inspection of all field devices, controllers, and network elements for wear/damage.
2. Routine preventive maintenance, technical assistance, and server/system updates.
3. Equipment testing, calibration, and control repairs.

Background: Public Works is tasked with proper upkeep of all Facilities Building Automation systems to optimize indoor air quality of all citizens and Village employees. Continual routine preventive maintenance and inspections assures optimal system working conditions and conserves the life span of vital Village owned equipment. For more than 27 years, Total Automation Concepts, Inc. has been serving municipalities and commercial businesses throughout the South Suburbs, Northwest Indiana, and Greater Chicagoland area. Total Automation Concepts, Inc. has utilized their extensive intricate knowledge of our Building Automation System to assist us with improving our building management model, reducing utility costs, optimizing indoor air quality, avoiding equipment failures, and optimizing our systems to operate at the most efficient levels.

The Village has contracted with Total Automation Concepts, Inc. for approximately the past 10 years and found them to perform all contracted services satisfactorily.

Budget / Finance: Funding is budgeted and available in the approved FY21 Budget; Municipal Buildings Fund.

Budget Available	\$57,000
<u>Contract Amount</u>	<u>\$39,732</u>
Under Budget	\$17,268

Staff Direction Request:

1. Approve a service contract with Total Automation Concepts, Inc. of Alsip, Illinois for the annual maintenance and inspections in the amount of \$39,732.
2. Direct staff as necessary.



VILLAGE OF TINLEY PARK

SERVICE CONTRACT

This contract is by and between the **Village of Tinley Park**, an Illinois home-rule municipal corporation (the "Village"), and **Total Automation Concepts, Inc.** (the "Contractor"), for the project or work described in Exhibit A, attached hereto and made a part hereof.

1. In consideration of the compensation stated in paragraph 2, the Contractor shall provide all the services described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference. The express terms of this Contract shall take precedence and control over any term or provision of the Scope of Services (Exhibit A) that in any way conflicts with, differs from, or attempts to alter the terms of this Contract.
2. Except in the event of a duly authorized change order approved by the Village as provided in this Contract, and in consideration of the Contractor's final completion of all work in conformity with this Contract, the Village shall pay the Contractor an amount not to exceed **Thirty Nine Thousand Seven Hundred and Thirty Two 00/100 Dollars (\$39,732)**. Within thirty (30) calendar days of completion of the work, the Contractor shall submit his application for payment to the Village, and the Village shall pay Contractor for the work performed no later than **thirty (30)** calendar days from the date of the Village's receipt and the Village's approval of the work and the application for payment. No payment shall be made by the Village until the Contractor has submitted to the Village (i) a Contractor's Affidavit listing all subcontractors and material suppliers utilized on the project and (ii) final waivers of lien from the Contractor, all subcontractors and all material suppliers.
3. No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the Village. The Contractor shall not execute change orders on behalf of the Village or otherwise alter the financial scope of the Project.
4. Written change orders may be approved by the Village Manager or his designee provided that the change order does not increase the amount set forth in paragraph 2 of this Contract to more than \$10,000.00. Changes in excess of this amount must be approved by the Village Board prior to commencement of the services or work. **If a requested change causes an increase or decrease in the cost of or time required for the performance of the contract, Contractor will agree to an equitable adjustment in the contract price or performance schedule, or both. Neither party is obligated to comply with requested changes unless and until both parties execute a written change order.**
5. **Time is of the essence on this Contract.** The Contractor shall complete all work under this Contract by the dates set forth below:
6. No "Notice to Proceed" may be given nor any work commenced until this Contract is fully executed and all exhibits and other attachments are completely filled out and attached hereto.
7. It is understood and agreed by the parties that the Contractor is an independent contractor retained for the above-mentioned purpose. The Village shall not control the manner nor the means of the Contractor's performance, but shall be entitled to a work product as described herein. The term "subcontractor" shall mean and include only those hired by and having a direct contract with Contractor for performance of work on the Project. The

Village shall have no responsibility to any subcontractor employed by a Contractor for performance of work on the Project, and all subcontractors and material suppliers shall look exclusively to the Contractor for any payments due. The Village will **not** be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. Every subcontractor shall be bound by the terms and provisions of this Contract as far as applicable to their work. The Contractor shall be fully responsible to the Village for the acts and omissions of its subcontractors, and shall ensure that any subcontractors perform in accordance with the requirements of this Contract. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the Village. The Contractor is solely responsible for the safety procedures, programs and methods of its employees and agents and shall hold the Village harmless for any and all damages resulting from violations thereof. The Contractor shall comply with all applicable federal, State and local safety laws and regulations.

8. **It is further agreed that the Contractor shall indemnify, hold harmless, and defend the Village, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorneys' fees, for injury to or death of any person or for damage to any property arising out of or in connection with the Contractor's negligence under this Contract.**
9. **The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the Village, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Contractor's negligence in its work to be performed hereunder. The Contractor shall maintain insurance coverage in an amount and from a carrier suitable to the Village, and the Village shall be named as an additional insured where required. Certificates of Insurance are attached hereto as Exhibit B.**
10. The Village is exempt from payment of state and local sales and use of taxes on labor and materials incorporated into the project. If necessary, it is the Contractor's responsibility to obtain a sales tax permit, resale certificate, and exemption certificate that shall enable the Contractor to buy any materials to be incorporated into the project and then resale the aforementioned materials to the Village without paying the tax on the materials at the time of purchase. In no event will the Village be liable for or pay any sales or use taxes incurred by the Contractor in performing the services under this contract.
11. The Contractor shall comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control Act (IRCA). The Contractor may not knowingly obtain the labor or services of an unauthorized alien. The Contractor, not the Village, must verify eligibility for employment as required by IRCA.
12. At any time, the Village may terminate this Contract for convenience, upon written notice to the Contractor. The Contractor shall cease work immediately upon receipt of such notice. The Contractor shall be compensated for services performed and accepted by the Village up to the date of termination.

13. No waiver or deferral by either party of any term or condition of this Contract shall be deemed or construed to be a waiver or deferral of any other term or condition or subsequent wavier or deferral of the same term or condition.
14. This Contract may only be amended by written instrument approved and executed by the parties.
15. This Contract and the rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of Village.
16. The parties hereby state that they have read and understand the terms of this Contract and hereby agree to the conditions contained herein.
17. This Contract has been made under and shall be governed by the laws of the State of Illinois. The parties agree that performance and all matters related thereto shall be in Cook County, Illinois.
18. Contractor, its employees, associates or subcontractors shall perform all the work hereunder. Contractor agrees that all of its associates, employees, or subcontractors who work on this Project shall be fully qualified and competent to do the work described hereunder. Contractor shall undertake the work and complete it in a timely manner.
19. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
20. This Contract represents the entire and integrated agreement between the Village and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.
21. This Contract will be effective when signed by the last party whose signing makes the Contract fully executed.
22. The Contractor agrees to comply with the Illinois Prevailing Wage Act, if the work to be performed under this Contract is covered by said Act.
23. The Contractor agrees to comply with the Illinois Substance Abuse Prevention on Public Works Projects Act.

CERTIFICATIONS BY CONTRACTOR

Affidavit of Compliance

Contractor and all subcontractors shall complete this Affidavit of Compliance (“Affidavit”) and submit supporting documentation as required pursuant to *Responsible Bidder Requirements on Public Work Projects*. Contractor must submit this Affidavit and all related evidence with its bid. Contractor shall be responsible for providing this Affidavit to all subcontractors who will perform work on the project. All subcontractors’ Affidavits and supporting documentation must be submitted no later than the date and time of the contract award. Failure to comply with all submission requirements may result in a determination that the Contractor is not a responsible bidder.

For the remainder of this Affidavit, “Contractor” refers to the general contractor and all subcontractors. Each item must be answered. If the question is not applicable, answer “NA.” If the answer is none, answer “none.”

The certifications set forth in this Affidavit and all documents attached hereto shall become a part of any contract awarded to the Contractor. Furthermore, Contractor shall comply with these certifications during the term and/or performance of the contract.

The undersigned _____, as _____ and on behalf
(Name) (Title)
of _____ having been duly sworn under oath certifies that:
(Contractor)

Business Organization

The form of business organization of the Contractor is (check one):

- Sole Proprietor or Partnership LLC
 Corporation Independent Contractor (Individual)

If contractor/subcontractor is a corporation, indicate the state and the date of incorporation:

Authorized to do business in the State of Illinois: Yes [] No []

Describe supporting documentation attached: _____

Federal Employer I.D. #: _____

Social Security # (if an individual or sole proprietor): _____

Registered with Illinois Department of Revenue: Yes [] No []

Describe supporting documentation attached (if “No,” explain): _____

Registered with Illinois Department of Employment Security: Yes [] No []

Describe supporting documentation attached (if “No,” explain): _____

Tax liens or tax delinquencies

Disclosure of any federal, state or local tax liens or tax delinquencies against the contractor of any officers of the contractor in the last five (5) years Yes [] No []

“No” means “not applicable.” If “yes,” describe lien/delinquencies and resolution:

EOE Compliance

Contractor is in compliance with provisions of Section 2000e of Chapter 21, Title 42 of the United States Code and Federal Executive Order No. 11246 as amended by Executive Order No. 11375 (known as the Equal Opportunity Employer provisions). Yes [] No []

Employee Classification

Contractor’s employees who will perform work on the project are properly classified as an employee or independent contractor under all applicable state and federal laws and local ordinances (Form B). N/A [] Yes [] No []

Professional or Trade Licenses

Contractor will possess all applicable professional and trade licenses required for performing the Contract work: Yes [] No []

License	Number	Date Issued	Current Expiration	Holder of License

If any of the above license(s) have been revoked or suspended, state the date and reason for suspension/revocation:

Documentation Attached (Contractor must initial next to each item):

_____ Form A: Name and address of subcontractors from whom Contractor has accepted a bid or intends to hire to perform work on any part of the project.

NOTE: All subcontractors shall complete and submit an Affidavit of Compliance no later than the date the subcontractor commences work on the project.

_____ Form B: List of individuals who will perform work on the project on behalf of the Contractor, verifying that each individual is properly classified as an employee or independent contractor. Contractor also verifies that all Contractor's employees are covered under a current workers' compensation policy, properly classified under the workers' compensation policy, and covered by a health and welfare and retirement plan.

_____ Form C Additional Information (if required)

_____ Certificate of Good Standing
(or other evidence of compliance with laws pre-requisite to doing business in the state)

_____ Illinois Department of Revenue registration

_____ Illinois Department of Employment Security registration

_____ Standards of Apprenticeship/Apprentice Agreements

_____ Substance Abuse Prevention program (or applicable provision from CBA in effect)

_____ Written Safety Policy Statement signed by company representative

_____ OSHA cards evidencing 10-hour or greater safety program completed, if requested

_____ Workers' Compensation Coverage

_____ Professional or Trade Licenses

Eligibility to Contract

The undersigned hereby certifies that the Contractor is not barred from bidding on or entering into this contractor as a result of a violation of either the bid-rigging or bid-rotating provisions of Article 33E of the Criminal Code of 1961, as amended.

Total Automation Concepts, Inc.
Name of Contractor (please print)

Submitted by (signature)

Title

Certificate of Compliance with Illinois Human Rights Act

The undersigned hereby certifies that the Contractor is in compliance with Title 7 of the 1964 Civil Rights Act as amended and the Illinois Human Rights Act as amended.

Total Automation Concepts, Inc.
Name of Contractor (please print)

Submitted by (signature)

Title

Certificate of Compliance with Illinois Drug-Free Workplace Act

The undersigned, **having 25 or more employees**, does hereby certify pursuant to section 3 of the Illinois Drug Free Workplace Act (30 ILCS 580/3) that it shall provide a drug-free workplace for all employees engaged in the performance of the work under the contract by complying with the requirements of the Illinois Drug-Free Workplace Act and, further certifies, that it is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

Total Automation Concepts, Inc.
Name of Contractor (please print)

Submitted by (signature)

Title

Certificate Regarding Sexual Harassment Policy

The undersigned does hereby certify pursuant to section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) that it has a written sexual harassment policy that includes, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and Human Rights Commission; (vi) direction on how to contact the Department of Human Rights and Human Rights Commission; and (vii) protection against retaliation.

Total Automation Concepts, Inc.
Name of Contractor (please print)

Submitted by (signature)

Title

Certificate of Compliance with Substance Abuse Prevention on Public Works Projects Act

The undersigned hereby certifies that:

- A. There is in place a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (P.A. 95-0635), and has provided a written copy thereof to the Village of Tinley Park.
- B. There is in place a collective bargaining agreement which deals with the subject matter of the Substance Abuse Prevention on Public Works Projects Act (P.A. 95-0635)

(Cross out either A or B depending upon which certification is correct)

Total Automation Concepts, Inc.
Name of Contractor (please print)

Submitted by (signature)

Title

Certificate of Compliance with Prevailing Wage Requirements

The undersigned hereby certifies that:

This contract calls for the construction of a “public work,” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (“the Act”). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current “prevailing rate of wages” (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://www.state.il.us/agency/idol/rates/rates.HTM>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department’s web site for revisions to prevailing wage rates. For information regarding

current prevailing wage rates, please refer to the Illinois Department of Labor’s website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

Total Automation Concepts, Inc.
Name of Contractor (please print)

Submitted by (signature)

Title

Certificate of Compliance with the Village of Tinley Park Responsible Bidder Ordinance

The undersigned or the entity making the proposal or bid has reviewed and is in compliance with the Village of Tinley Park Responsible Bidder Ordinance **No. 2019-O-079**

Total Automation Concepts, Inc.
Name of Contractor (please print)

Submitted by (signature)

Title

[Signature Page to Follow]

Total Automation Concepts, Inc.

BY: _____

Date

Printed Name: _____

Title: _____

VILLAGE OF TINLEY PARK

BY: _____

Date

Jacob C. Vandenberg, Village President
(required if Contract is \$20,000 or more)

ATTEST:

Date

Village Clerk
(required if Contract is \$20,000 or more)

VILLAGE OF TINLEY PARK

BY: _____

Date

Village Manager

SCOPE OF SERVICES

**Attached Scope of work for Village Facilities Building Temperature Controls as detailed
in:**

- **Proposal titled: Building Automation Service Agreement #TINLP1 Commercial**

**BUILDING AUTOMATION SERVICE AGREEMENT #TINLPK1
COMMERCIAL**

Page 1 of 3

Purchaser

Village of Tinley Park
16250 Oak Park Ave
Tinley Park, Illinois 60477

This agreement includes planned maintenance services on your Schneider Electric building automation systems at the following locations:

- Village Hall – 16250 Oak Park Ave, Tinley Park, Il
- Police Department – 7850 W. 183rd Street, Tinley Park, Il
- Public Works – 7980 W. 183rd Street, Tinley Park, Il
- Oak Park Ave Train Station – 6700 South Street, Tinley Park, Il
- 80th Ave Train Station – 18001 80th Ave, Tinley Park, Il
- Fire Station 1 (Safety Building) – 17255 68th Court, Tinley Park, Il
- Fire Station 47 – 7825 W. 167th Street, Tinley Park, Il
- Fire Station 3 – 9191 175th Street, Tinley Park, Il
- Fire Station 4 – 7801 W. 191st Street, Tinley Park, Il

Total Automation Concepts will check all field devices, controllers and network elements as indicated below. This is recommended for all sites to maintain original condition of the installed and commissioned systems. This is accomplished by providing necessary testing and calibration, identifying detects and potential problem areas and reducing the likelihood that emergencies will occur.

This agreement will be performed during normal business hours (7:00am to 4:00pm, Monday thru Friday)

This agreement will be scheduled during the month of 9/2020.

This agreement is in effect for a period of one (1) year beginning **6/30/20** and ending **6/30/21**.

This agreement will include (3) additional quarterly inspections scheduled for 12/2020, 3/2021, 6/2021.

This agreement includes:

System Software Upgrades:

- This includes system and security software upgrades. You will receive the latest software and security revisions and documentation.
- All field devices will receive the latest necessary firmware upgrades.
- We will update your system once a year with these updates. At that time we will include on-site training to familiarize you with these new features as they are added to your system to be sure that you gain the full benefit of the latest product enhancements.

Database Protection:

- The database protection prepares your system to be restored in the event of damage to the system or the information contained within it. Upon completion of the system backup you will receive a copy of the backup and another copy will be stored off-site (with your approval) at our local office. This provides additional protection in the event of damage to your on-site copy.
- This agreement will include (1) backup routine a year, performed on the entire building automation system, including the front end work station or servers as well as your entire network of field controllers.

Building Automation Network Equipment and Field Controller Inspections:

- This includes planned maintenance routines performed on network interfaces, routers and field controllers.
- Checking the battery backup circuit, scan times and verifying control loops.

System Testing:

- System testing involves testing individual systems and validating items such as critical alarms, smoke control sequences and safety circuits. Results of this testing will verify proper operation of critical systems and identify any potential problems.

Remote Support Service:

- A service engineer or system programmer will assist you with troubleshooting software programs, PID loops and any other issues with which you need assistance.
- This includes (1) hour per month of remote support services. Additional remote services will be billed at preferred rates.
- You the customer are responsible for local system communication cost and access.

Priority Telephone Assistance:

- We will provide access to our emergency service call line which enables you to access our pool of on-call engineers, upon placing a call you will be asked details about your site, system and your contact number. An engineer will then contact you to discuss the problem and will attempt to identify the solution over the remote access.
- Should the engineer be unable to identify the solution remotely then he will advise you of the initial cost of a site visit and the availability of a service engineer.

This agreement provides you with preferential treatment as a Service Agreement Customer, and guarantees you same day service for Normal and Emergency Service calls.

This agreement gives you preferred labor rates which is 10% off Total Automation Concepts standard labor rates.

This agreement gives you 10% off all parts and labor on all repair service while under agreement.

This agreement maintain records of service inspections, indicating type of service, or adjustments made on the system by our technicians.

Any items found in need of repair or replacement during our inspections will be quoted to the customer for authorization to proceed.

This agreement does not include:

The items below are not included in this agreement, Labor and material will be billed at preferred rates with a four (4) hour minimum charge.

Repair/Emergency Services:

- Labor and material repair/replacement cost to your system.
- Labor and material repair/replacement will be performed during normal business hours (7:00am thru 4:00pm, Monday thru Friday) and will be billed at preferred rates with a (4) four hour minimum charge.
- **24 Hour Emergency Repair Service** including Saturdays, Sundays, and Holidays, labor and material preformed after normal working hours will be billed at premium rates with a (4) four hour minimum charge.

Short Term Cancellation Provision:

If the Purchaser cancels this Agreement short of the Full Term, the Return Premium shall be based upon 90% of the unearned Pro-Rated Premium less any service calls that have been performed and any equipment/material installed



5602 W. 120th Street
Alsip, Illinois 60803
Phone: 708-597-3143
Fax: 708-824-3845
www.ta-concepts.com

under this Agreement. If Total Automation Concepts cancels the Agreement short of full term, the Return Premium shall be based upon 100% of the Pro-Rated Premium

Agreement Cost: Monthly

The cost of this Agreement is **\$39,732.00**, payable in (12) equal monthly installments of **\$3,311.00** throughout the term of the Agreement.

Or

Agreement Cost: Quarterly

The cost of this Agreement is **\$39,732.00**, payable in (4) equal quarterly installments of **\$9,933.00** throughout the term of the Agreement.

Terms:

All invoices are due by the 10th of the month.

We will provide Certificates of Insurance upon request.

Acceptance:

Accepted Date: _____

Village of Tinley Park

Title: _____

Agreement #TINLPK1

Respectfully Submitted:

Total Automation Concepts, Inc.

Robert E. Chlum
Sales Engineer

Site Contact Information

Name:
Position:
Office Phone:
Cell Phone:
Fax #:
Email:
Special site notes:

Billing Information

Contact Name:
Position:
Office Phone:
Cell Phone:
Fax #:
Email:

Bill to address:

Attention to:

Billing Cycle: Monthly _____ Quarterly _____ Semiannually _____ Annually _____



Exhibit B

INSURANCE REQUIREMENTS

(See Risk Manager for Insurance Requirements)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/27/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Assurance Agency, Ltd. 20 North Martingale Road Suite 100 Schaumburg IL 60173	CONTACT NAME: Lindsey Todt	
	PHONE (A/C, No, Ext): (847) 598-8753	FAX (A/C, No): (847) 440-9123
E-MAIL ADDRESS: ltodt@assuranceagency.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Hanover Insurance Co.		22292
INSURER B: Amerisure Insurance Company		19488
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 571428008 **REVISION NUMBER:**

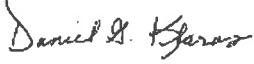
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC			CPP21115720001	4/1/2020	4/1/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			CA21115710001	4/1/2020	4/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CU21115730002	4/1/2020	4/1/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<input type="checkbox"/> Y <input checked="" type="checkbox"/> N N/A	WC21142640001	4/1/2020	4/1/2021	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased & Rented			IHCA25725706	4/1/2020	4/1/2021	Limit \$100,000 Deductible \$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 RE: Work performed by the named insured on behalf of the certificate holder.

It is agreed that the following are added as Additional Insured on the General Liability and Automobile Liability on a Primary and Non-Contributory basis, when required by written contract, as respects to operations performed by the Named Insured in connection with this project:

-Village and its officers, officials, Village President and Board of Trustees, agents, employees, volunteers, representatives, assigns, successors, transferees, licensees, invitees, and attorneys.

CERTIFICATE HOLDER Village of Tinley Park Village Manager 16250 S. Oak Park Ave. Tinley Park IL 60477	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

List any determinations by a court or governmental agency for violations of federal, state or local laws, including but not limited to violations of contracting or antitrust laws, tax or licensing laws, environmental laws, the Occupational Safety and Health Act (OSHA), the National Labor Relations Act (NLRA), or federal Davis-Bacon and related Acts.

Date	Law	Determination	Penalty



Interoffice Memo

Date: July 15, 2020
To: David Niemeyer, Village Manager
From: John Urbanski, Interim Public Works Director
Subject: Engineering Services – South St. Utility Relocation

Presented for July 21st, 2020 Committee of the Whole/Village Board Meeting consideration and possible action:

Background:

With the development of the property at 67th Ct. & South St., known as the Boulevard, Village Staff approached Christopher B. Burke Engineering (CBBEL) to assist with burial of the current overhead utilities. These utilities include but not limited to: Commonwealth Edison, AT&T, Comcast, and WOW Fiber. As discussed with CBBEL, a proposal was received for construction observation of the subject project.

Coordination with utility companies has delineated the extents of the project to the following. Along South Street from Oak Park Avenue to 66th Court, 67th Court and 174th Street from 67th Court to 66th Court. For the construction observation services related to the project, it is CBBEL's understanding that the contract plans prepared by CBBEL will be the basis of the scope of this project and the project has been awarded to Utility Dynamics Co. (via Carlson Construction) to begin construction in July 2020.

The project also includes improvements to the Brady Law Firm property which will be a separate contract and a separate plan that was developed by CBBEL. This will be bid independently of the subject project.

Description:

In coordination with CBBEL, Public Works is recommending the contract approval with Christopher B. Burke Engineering for Professional Engineering Services - South St. Development Dry Utility Relocation and Street Lighting; Installation Construction Observation Services. This proposal will entail the requirements for contract administration, construction observation services, and utility location services at the Brady Property at an estimate of approximately \$70,000.

Removal and/or adjustment of utility poles, overhead high voltage lines, communication lines, service laterals, switchgear and transformer placements, and any necessary work in conjunction with CBBEL and the Boulevard project have been itemized and included in the following:

Budget / Finance:

Estimate Amount:

Contract Administration	\$3,000.00
Shop Drawing Review / Construction Observation	\$49,000.00
Brady Property Easement & Bid Coordination	\$15,000.00
<u>2.5% Construction Contingency</u>	<u>\$3,000.00</u>

Total Proposal Cost: \$70,000.00

Staff Direction Request:

1. Approve contract with Christopher B. Burke Engineering, Ltd., of Rosemont, IL for professional engineering services related to the South St. Development Dry Utility Relocation and Street Lighting Installation Construction Observation Services as defined on attached proposal.

Attachments:

1. CBBEL Proposal for Construction Engineering Services
2. Professional Services Contract with CBBEL





CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 W Higgins Road, Suite 600 Rosemont, Illinois 60018-4920 Tel (847) 823-0500 Fax (847) 823-0520

July 7, 2020

Revised July 14, 2020

Village of Tinley Park
Public Works Department
7980 W. 183rd Street
Tinley Park, IL 60477

Attention: Mr. John Urbanski
Interim Public Works Director

Subject: Proposal for Professional Engineering Services
South St. Development Dry Utility Relocation and Street Lighting
Installation Construction Observation Services

Dear Mr. Urbanski:

In response to the Village's request, Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to provide this proposal for professional engineering services for construction observation services for the South Street Development Dry Utility Relocation and Street Lighting Installation Project. Included below is our Understanding of the Assignment, Scope of Services and Estimate of Fee.

UNDERSTANDING OF THE ASSIGNMENT

CBBEL understands the Village is looking for a proposal for construction observation of the subject project. The project is located along South Street from Oak Park Avenue to 66th Court, 67th Court and 174th Street from 67th Court to 66th Court.

For the construction observation services related to the project, it is CBBEL's understanding that the contract plans prepared by CBBEL will be the basis of the scope of this project and the project has been awarded to Utility Dynamics Co. (via Carlson Construction) to begin construction in July 2020. Engineer's Estimate for lighting and utility conduits is approximately \$809,000.

The project also includes improvements to the Brady Law Firm property which will be a separate contract and a separate plan that was developed by CBBEL. This will be bid independently of the subject project.

CBBEL has developed the following Scope of Services consistent with the Understanding of the Assignment identified above.

SCOPE OF SERVICES

The Scope of Services was prepared based on our knowledge of the project and the procedures and requirements for similar projects in which CBBEL has undertaken for the Village. The project includes the following identified tasks:

Task 1- Contract Administration: CBBEL will coordinate a preconstruction conference with all parties involved. We will review contractor's work and prepare any necessary change orders for the Village's approval, and coordinate and process paperwork and forms required by the Village.

CBBEL will review Contractor's construction schedule and sequence(s); listing of materials and equipment submittals; general correspondence procedures; site access; staging areas required; traffic control; subcontractors; and submittals for payment. Shop drawing review procedures will be discussed during the preconstruction conference and in particular, the Contractor will be advised that material and equipment is not to be installed prior to completion of the shop drawing review process.

Task 2 – Shop Drawing Review / Construction Observation Services: CBBEL estimates this project will take approximately 26 weeks from July 15, 2020 to January 15, 2021 to complete. Under this task CBBEL will provide a part-time Resident Engineer (estimated at 16 hours/week for 26 weeks) for work performed within this time frame. The Resident Engineer (RE) will perform the following duties:

- Log all Contractor data received and maintain a log book of shop drawings and submissions so as to track the status of submittals.
- Review Contractor's submittals for compliance with the intent of the Contract Documents.
- Prepare shop drawing review correspondence providing Contractor and Village with our review comments and if submittals comply with intent of Contract Documents.
- Coordination with all affected utility companies, business owners and residents.
- Coordination of all building cutovers and coordination of removal of all affected overall utilities.
- Notify the Village of deficiencies, deviations or substitutions. With the notification, provide the Village with an opinion for acceptance or denial, and request direction from the Village regarding the deviation or substitution.
- Advise the Village when disapprovals may be necessary due to failing to conform to the Contract Documents.
- Provide office support to the Resident Engineer related to interpretation of Contract Documents.
- Maintain office files of project correspondence.
- When present on site, observe the progress and quality of the executed work and determine if the work is proceeding in accordance with the Contract Documents. The Resident Engineer will keep the Village informed of the progress of the work.

- Serve as the Village's liaison with the Contractor working principally through the Contractor's field superintendent.
- Attend construction conferences. Maintain and circulate copies of meeting notes.
- Provide clarification(s) related to the intent of the Contract Documents.
- Review the Contractor's and utilities schedules at construction conferences and compare actual progress of work to Contractor's proposed construction schedule.
- Review Contractor's procedure for maintaining record drawings and field changes which may occur during the course of work.
- Maintain orderly files for correspondence, reports of job conferences, shop drawings and other submissions, reproductions or original Contract Documents including all addenda, change order and additional drawings issued subsequent to the award of the contract.
- Record the names, addresses and phone numbers of all contractors, subcontractors and major material suppliers in a field diary.
- For days in which the RE is present on site, keep a daily report book, which shall contain a daily report and quantity of hours on the job site, weather conditions, list of visiting officials, daily activities, job decisions and observations as well as general and specific observations and job progress.
- Prior to final walk through, submit to the Contractor a list of observed items (punch list) requiring correction.
- Verify that punch list items have been addressed and corrections have been made.
- Coordinate and conduct the final walk through with the Village, prepare a final punch list (if required).
- Verify that all the items on the final punch list have been corrected and make recommendations to the Village concerning acceptance of the project.
- Except upon written instructions of the Village, the Resident Engineer shall not authorize any deviation from the Contract Documents.
- Determine if the project has been completed in accordance with the Contract Documents and that the Contractor has fulfilled all of their obligations.

Task 3 – Preparation of Plans, Specifications, Bidding Documents and Assistance with Bidding: CBBEL will prepare plans, specifications and bidding documents of the proposed modifications, including civil, mechanical and electrical details. CBBEL will prepare an opinion of probable construction cost for the proposed work. After approval by the Village of the bidding documents, CBBEL will assist the Village with the public bidding process, including attendance at an onsite pre-bid meeting, response to bidders questions prior to bid, preparation of addenda, attendance at bid opening, review of proposals received and preparation of letter recommending bid award.

Task 4 – Brady Property Improvements Construction Services: Upon award of the contract, CBBEL will perform the same services as listed in Tasks 1 and 2 above. The improvements will take approximately 4 weeks to construct all of the work as shown on the associated plan sheet. Project bidding documents for this task are not included. If bidding documents and contract administration work are required, CBBEL will provide the Village with a separate task proposal for this work.

ESTIMATE OF FEE

TASK		FEE
1	Contract Administration (20 Hours @ \$116/Hr)	\$2,320
2	Shop Drawing Review / Construction Observation Services (416 Hours @ \$116/Hr)	\$48,256
3	Preparation of Plans, Specifications, Bidding Documents and Assistance with Bidding (65 Hours @ \$116/Hr)	\$7,500
4	Brady Property Improvements Construction Services (60 Hours @ \$116/Hr)	\$6,960
TOTAL		\$65,036

Based on the above Scope of Services, our Estimate of Fee is **\$65,036.00**.

We will bill you at the hourly rates specified on the attached Schedule of Charges and establish our contract in accordance with the Agreement for Professional Services between the Village of Tinley Park and CBBEL that is already on file. Please note that any requested meetings or additional services are not included in the preceding fee estimate and will be billed at the hourly rates.

We trust that this proposal will demonstrate our understanding and expertise to perform the upcoming assignment. We appreciate the opportunity to submit our proposal for the construction observation of this project and look forward to working with the Village on this important project.

Please sign and return one copy of this agreement as an indication of acceptance and notice to proceed. If you have any questions, please feel free to contact us anytime.

Sincerely,



Michael E. Kerr, PE
President

GAH/pjb

Encl. Standard Charges

THIS PROPOSAL AND SCHEDULE OF CHARGES ACCEPTED FOR THE VILLAGE OF TINLEY PARK:

BY: _____
TITLE: _____
DATE: _____

CHRISTOPHER B. BURKE ENGINEERING, LTD.

Village of Tinley Park Rates

EFFECTIVE 07/01/17

	Village Rate
PRINCIPAL	\$200.00
ENGINEER VI	\$184.00
ENGINEER V	\$161.00
ENGINEER IV	\$134.00
ENGINEER III	\$112.00
ENGINEER I/II	\$81.00
SURVEY III (PLS)	\$135.00
SURVEY II (CREW CHIEF)	\$101.00
SURVEY I (CREW MEMBER)	\$79.00
ENGINEERING TECHNICIAN III/IV	\$116.00
ENGINEERING TECHNICIAN I/II	\$96.00
CAD MANAGER	\$127.00
CAD II	\$116.00
LANDSCAPE ARCHITECT	\$134.00
GIS SPECIALIST III	\$116.00
GIS SPECIALIST I/II	\$71.00
ENVIRONMENTAL RESOURCE SPECIALIST V	\$182.00
ENVIRONMENTAL RESOURCE SPECIALIST IV	\$139.00
ENVIRONMENTAL RESOURCE SPECIALIST III	\$105.00
ENVIRONMENTAL RESOURCE SPECIALIST I/II	\$70.00
ENVIRONMENTAL RESOURCE TECHNICIAN	\$93.00
ADMINISTRATIVE	\$83.00
ENGINEERING INTERN	\$34.00

These rates may be modified annually after the first of the year with the approval of both CBBEL and the Village of Tinley Park



Interoffice Memo

Date: July 15, 2020

To: Committee of the Whole

Cc: David Niemeyer, Village Manager

From: Hannah Lipman, Management Analyst

Subject: Class D Liquor License Request – Golden Corral

Background:

The purpose of this memo is to explain the background of Golden Corral's request for a Class D Liquor License. The Class D license allows for sale of alcoholic liquor in addition to beer and wine.

Golden Corral, located at 6803 W 159th St., is a buffet chain with about 70 employees who work at the Tinley Park location. As they are a family-friendly establishment, they have not approached the Village for a liquor license up until this point. As a result of COVID-19, Golden Corral had been left with no choice but to closed until late June when Phase 4 of the Restore Illinois Plan took effect because of their business model; carry-out and outdoor dining would not have been feasible for buffet style service. As they try to move forward and attract business back to their establishment, they will see increased labor costs to accommodate safety guidelines. With such small margins, the hope is that a liquor license may help provide additional revenue to keep the operations going.

Request:

The petitioner, Bhavin Patel, did originally request a Class E license (beer and wine only), but as the Class D & E licenses cost the same, the petitioner asked for Board consideration of the Class D instead, as it may better assist to help makeup for lost revenues. If the Board has any concerns with the Class D, the petitioner is seeking approval of the Class E instead.

Hello Mayor,

We are the Golden Corral in Tinley Park. We have a wide variety of food choices that will still be available once we reopen back up. We will see increased labor costs as we will need more staff to accommodate safety guidelines required for our guests and coworkers. While our revenue will be down considerably and in order to survive (our business model is such that it only works on high volume because our margins are so small, this will be essential for us to survive) and compete with current restaurants that have been selling alcohol and as well as other brands that have also started selling (from big brands such as Cracker Barrel to a lot of Quick Service Restaurants as well) we will need to also add beer and wine (no hard liquor) and so we can still stay as a family friendly restaurant.

This will also be needed to help offset a lot of dining sales lost from being closed three months and will have limited capacity going into the future til and if we ever get back to normalcy.

We are a business that provided jobs to 70-80 coworkers a year and brought in good sales tax \$\$ for the village. We hope to do so again soon in the future.

Let me know if you need anything else.

Thanks,
Bhavin Patel

**PUBLIC
COMMENT**

ADJOURNMENT