

NOTICE OF A SPECIAL JOINT MEETING
OF THE PUBLIC WORKS COMMITTEE AND PUBLIC SAFETY COMMITTEE

Notice is hereby given that a special meeting of the Public Works and Public Safety Committees of the Village of Tinley Park, Cook and Will Counties, Illinois, will begin at 6:00 p.m. on Tuesday, September 19, 2017, in Council Chambers at the Village Hall of Tinley Park, 16250 S. Oak Park Avenue, Tinley Park, Illinois.

1. OPEN THE MEETING.
2. CONSIDER APPROVAL OF THE MINUTES OF THE SPECIAL PUBLIC SAFETY COMMITTEE MEETINGS HELD ON AUGUST 8 AND AUGUST 29, 2017.
3. DISCUSS CONSTRUCTION MANAGEMENT AND OWNER'S REPRESENTATIVE SERVICES FOR THE CONSTRUCTION OF FIRE STATION #2.
4. RECEIVE COMMENTS FROM THE PUBLIC.

ADJOURNMENT

KRISTIN A. THIRION
VILLAGE CLERK

MINUTES
Special Joint Meeting of the Public Works and Public Safety Committees
August 8, 2017 – 7:15 p.m.
Council Chambers at
Tinley Park Village Hall
16250 S. Oak Park Ave.
Tinley Park, IL 60477

Members Present: B. Younker, Chair
 M. Glotz, Village Trustee
 W. Brady, Village Trustee

Members Absent:

Other Board Members Present: M. Pannitto, Village Trustee

Staff Present: D. Niemeyer, Village Manager
 P. Carr, Interim Assistant Village Manager
 P. Connelly, Village Attorney
 B. Bettenhausen, Village Treasurer
 P. Wallrich, Interim Community Development Director
 S. Neubauer, Police Chief
 J. Urbanski, Assistant Public Works Director
 L. Valley, Executive Assistant to the Village Manager & Trustees
 L. Godette, Deputy Clerk
 T. Woolfalk, Commission Secretary

Item #1 - The meeting of the Special Joint Meeting of the Public Works and Public Safety Committee was called to order at 7:15 p.m.

Item #2 – DISCUSS THE CONSTRUCTION MANAGEMENT SERVICES FOR FIRE STATION NUMBER TWO (2) – Pat Carr presented an overview of the Request for Qualifications for Construction Management Services for the Construction of Fire Station #2 which was issued on December 23, 2016. The Village received responses from sixteen (16) companies and eight (8) companies were interviewed.

John Urbanski presented an overview of the costs of the three (3) finalists as follows:

- Wegman has proposed an estimated total overall cost of \$3,414,362. This includes staffing, general requirement, fees, and construction. Without the cost of construction, the total comes to \$564,362. They have provided a 22 month timeline.
- Leopardo has proposed an estimated total overall cost of \$3,400,000 with an 18 month timeline. This estimated cost includes staffing, general requirements, fees, and construction. Without the cost of construction, the estimated total cost is \$600,000.
- Graefen foresees and 18 month timeline as long as not challenges arise. They have provided the Village with a total estimated cost of \$3,036,673. The total cost, without construction, is \$424,173.

Trustee Brady asked where the cost difference from Graefan comes from. Urbanski noted that without having design set and understanding the construction costs, the Village went with square footage cost. The difference of approximately \$175,000 for the estimated cost of construction and the difference could

**Minutes
Special Joint Meeting of the Public Works & Public Safety Committees
August 8, 2017**

possibly be the timeline difference of 18 months versus the 22 months Wegman has estimated.

John Urbanski noted the next step after a company is chosen will be for the firm to work with the Public Works and Public Safety Departments to oversee the design and construction of the fire station, this is instead of working with an architect's design. This will give the Village more input on the construction of the station.

Trustee Glotz asked if this would be under prevailing wage noting all companies would pay the same rates for construction costs.

Motion was made by Trustee Glotz, seconded by Trustee Younker to recommend to the Village Board Graefan to provide Construction Management Services for Fire Station Number 2.

Item #5 –RECEIVE COMMENTS FROM THE PUBLIC –

ADJOURNMENT

Motion was made by Trustee Younker, seconded by Trustee Brady, to adjourn this Special Joint Meeting of the Public Works and Public Safety Committee. Vote by voice call. Chairman Younker declared the motion carried and adjourned the meeting at 7:23 p.m.

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MINUTES
Special Joint Meeting of the Public Works and Public Safety Committees
August 29, 2017 – 6:00 p.m.
Council Chambers at
Tinley Park Village Hall
16250 S. Oak Park Ave.
Tinley Park, IL 60477

Members Present: B. Younker, Chair
M. Glotz, Village Trustee
W. Brady, Village Trustee

Members Absent: None

Other Board Members Present: M. Mangin, Village Trustee

Staff Present: D. Niemeyer, Village Manager
P. Carr, Interim Assistant Village Manager
P. Connelly, Village Attorney
S. Neubauer, Police Chief
J. Urbanski, Assistant Public Works Director
T. Woolfalk, Commission Secretary

Item #1 - The meeting of the Special Joint Meeting of the Public Works and Public Safety Committee was called to order at 6:33 p.m.

Item #2 – DISCUSS THE CONSTRUCTION MANAGEMENT SERVICES FOR FIRE STATION NUMBER TWO (2) –

Trustee Younker stated that it has come to his attention that he was listed as a reference for Graefen Development, therefore, he is recusing himself from this discussion. Graefen Development was the builder of the Tinley Park Park District Recreation Center and Maintenance Garage when Trustee Younker was a Commissioner on the Tinley Park Park District Board.

At this time Trustee Brady introduced the discussion regarding the Fire Station Owner's Representative/Construction Management Services stating that the Committee would like to table this discussion to the Joint Public Safety & Public Works Committee Meeting on September 12, 2017.

Item #3 –RECEIVE COMMENTS FROM THE PUBLIC –

Diane Galante voiced her concerns about the procedure for request for qualifications (RFQ) for the contract for construction management and owner's representative services for construction of Fire Station #2. She had concerns that about companies that did not make the six (6) finalist list are now being considered.

Michael Stuckly asked why Trustee Younker did not recuse himself from this discussion earlier. Trustee Younker stated it was just brought to his attention that he was a reference for Graefen Development. He stated that Graefen did work for the Tinley Park Park District when he was a Commissioner for the Tinley Park District Board. Village Attorney Connelly stated that he advised Trustee Younker to disclose this out of an abundance of caution.

ADJOURNMENT

Motion was made by Trustee Younker, seconded by Trustee Brady, to adjourn this Special Joint Meeting of the Public Works and Public Safety Committee. Vote by voice call. Chairman Younker declared the motion carried and adjourned the meeting at 6:45 p.m.



Interoffice Memorandum

Public Works Department

Date: September 15, 2017

To: David Niemeyer, Village Manager
Kevin Workowski, Public Works Director

From: John Urbanski, Assistant Public Works Director

cc: Pat Carr, Interim Assistant Village Manager
Forest Reeder, Fire Chief

Re: Fire Station Construction Manager / Owner's Rep. RFQ

Presented for September 19, 2017 Village Board Agenda discussion and possible action:

Background:

At the Village Board meeting held on August 15, 2017, the discussion to appoint an Owner's Rep/ Construction Manager for the Fire Station Remodel Project was referred back to Committee. It was then tabled at the August 29, 2017 Joint Public Works and Public Safety Committee meeting to be discussed at the September 12, 2017 Joint Committee meeting; that meeting was cancelled. The two finalist companies were further interviewed to disseminate their proposals. I have included the results of these additional interviews and the information that has been requested.

- A revised table noting the breakdown of costs as presented. This table can further explain cost differences in individual pricing line items. Please note that all of these total costs are estimates and that the final costs would be negotiated with the top firm once the final scope is determined.
- Memos summarizing the proposals from the three firms supplied at the last committee meetings.

As presented, both firms display an ability to manage the project requested by the Village. Some of the cost differences can be seen as covered on the "front end" by Wegman in their general requirements proposal. Whereas Graefen will forward that cost onto the sub-contractors which would ultimately be forwarded back onto the village. This understanding of the cost breakdown would suggest that both finalists are fairly similar in total costs for services provided.

Once again, it should be remembered that this is a professional service contract and the Village is under no obligation to choose the "cheapest" firm. The interviewing committee rated firms they chose with the experience considered necessary to complete the job as presented. Proposed costs were not originally part of the ranking, but as we neared the final selection, it was entered as part of the considerations. This change in cost does not change the staff's recommendation for the top rated firm, which is Wegman.



Final Cost Comparison (9/7/17)				
	Wegman		Graefen	
Preconstruction Phase	\$7,040	Total proposed staffing costs for all phases: \$241,820	\$12,600	Total proposed staffing costs for all phases: \$293,110
Design Completion Phase	\$21,180		\$25,760	
Construction Phase	\$208,800		\$247,800	
Post Construction Phase	\$4,800		\$6,950	
General Requirements	\$149,450		\$13,500	
CM at risk Fee on the cost of work incl general conditions	\$85,500		\$99,750.00	
		3%		3.50%
Liability Insurance Rate	\$28,500		\$28,500	
		1%		1%
Payment & Performance Bond Rate	\$28,500		\$28,500	
		1%		1%
TOTAL ESTIMATED COST (without construction)	\$533,770		\$463,360	
Cost of Construction	\$2,850,000	\$300 per sqft @ 9500 sqft	\$2,850,000	\$300 per sqft @ 9500 sqft
TOTAL ESTIMATED COST (with construction)	\$3,383,770		\$3,313,360	

STANDARD GENERAL CONDITIONS ITEMS INCLUDED IN COST		
ITEM	Wegman	Graefen
Office Trailer	Included	Included
Trailer Security	Included	Not Included
Trailer Office Equipment	Included	Included
Field Office Supplies	Included	Included
Shipping & Mailing	Included	Included
Blueprint/Reproductions	Included	Not Included
First Aid Equipment	Included	Included
Temporary Sanitary Units	Included	Not Included
Dumpsters	Included	Not Included
Safety Supplies	Included	Included
Independent Safety Inspections	Included	Not Included
Project Manager	Included	Included
Project Clerical	Included	Included
Project Controller	Included	Included
General Overhead	Included	Included
Permits & Fees	Not Included	Not Included
Utility Fees	Not Included	Not Included
On Site Superintendent	Not Included	Not Included
Traffic Studies	Not Included	Not Included
Geotechnical Studies	Not Included	Not Included

MEMORANDUM



To: Public Works and Public Safety Committees

From: David Niemeyer, Village Manager *[Signature]*

cc: Village Board
Pat Carr, Interim Assistant Village Manager
John Urbanski, Assistant Public Works Director
Forest Reeder, Fire Chief
Hannah Lipman, Administrative Intern
Patrick Connelly, Village Attorney

Date: August 29, 2017

Re: Fire Station Owner's Representative/Construction Management Services

At the last Village Board meeting, the Committees' previous recommendation to appoint Graefen Development as the Owner's Rep/ Construction Manager for the Fire Station Remodel Project was tabled. I have included additional information that has been requested.

- A revised summary that more clearly shows how the total cost for the three firms presented at the last meeting were calculated. Please note that all of these total costs are estimates and that the final costs would be negotiated with the top firm once the final scope is determined.
- The memo summarizing the proposals from the three firms supplied at the last committee meeting.
- The explanation of cost breakdown and timeline for each firm
- The average scoring of the 8 firms that were interviewed by John Urbanski and Doug Erwin. (Note-Steve Tilton also scored these firms we were unable to find his scoring).
- An e-mail on the original firms that were recommended to committee in February.
- The RFQ that was sent out last fall.
- A table showing the various delivery methods for large building projects like this (ours is asterisked)
- The actual proposals from the three firms

Once again, it should be remembered that this is a professional service contract and the Village is under no obligation to pick the top scoring firms. I also know there has been differing opinions on whether the Village should include experience with fire stations as one of the factors in deciding on whether a firm should be chosen. The staff did rate firms with fire station experience higher. Some elected officials have also expressed a desire to use costs in the scoring of firms. Costs were not part of the staff's scoring but rather we made it part of the negotiations with the top rated firm, which is in line with the guidelines of the Village's new purchasing policy for professional services.

I believe the Committee/Village Board has three options

- 1) Reaffirm the previous recommendation to go with Graefen and see if they will reduce their proposed costs further
- 2) Select a different top ranked consultant and ask staff to negotiate a fee that will be close to or match Graefen's proposal
- 3) Start all over again and send out a new RFQ and exclude experience with fire stations as an important factor

This table is outdated. The costs are no longer valid.

Fire Station 2 Cost Comparison (8/24/17)

Firm	Proposed Staffing Costs (all phases)	General Requirements	Construction Manager (CM) at Risk Fee %	Liability Insurance %	Payment & Performance Bond Rate	Total Estimated Cost (construction not included)	Estimated Cost of Construction (\$275 per sq ft)	Total Estimated Cost (construction included)	Estimated Timeline
Graefen	\$293,110**	\$13,500**	4.5% (\$117,563)	5% (included)	0% (included)	\$424,173	\$2,612,500 (\$275 per sq ft)	\$3,036,673	18 months
Leopardo	\$390,237*	\$52,500*	3% (\$84,000)	1% (\$28,000)	1% (\$28,000)	\$582,737*	\$2,800,000	\$3,382,737	18 months Preconstruction: 13 wks Design: 30 wks Construction: 7 mo. Post Construction: 1 month
Wegman	\$272,412	\$149,450	3% (\$85,500)	1% (\$28,500)	1% (\$28,500)	\$564,362	\$2,850,000 (\$300 per sq ft for 9,500 sq ft)	\$3,414,362	22 months Preconstruction: 3 mo. Design: 6 mo. Construction: 12 mo. Post Construction: 1 month

GRAEFEN:

\$293,110 + \$13,500 + \$117,563 =
\$424,173

\$424,173 + \$2,612,500 = **\$3,036,673**

**Awaiting breakdown of costs

LEOPARDO:

\$390,237 + \$52,500 + \$84,000 + \$28,000 +
\$28,000 = **\$582,737**

\$582,737 + \$2,800,000 = **\$3,382,737**

*Will be additional costs for:

- Safety/Perimeter Protection
- Temp Utilities
- Construction Signs
- Temp Roof and Floor Protection

WEGMAN:

\$272,412 + \$149,450 + \$85,500 + \$28,500
+ \$28,500 = **\$564,362**

\$564,362 + 2,850,000 = **\$3,414,362**

MEMORANDUM



To: Public Works and Public Safety Committee's

Cc: Dave Niemeyer

From: Pat Carr, Interim Asst. Village Manager

Date: August 2, 2017

Re: Fire Station 2 Final Comparison

An RFQ was issued on December 23, 2016 for a construction management services for the construction of fire station #2. This company would act as the primary agent of the Village, acting as the construction manager to ensure the coordination of all activities, from the Village's standpoint, required to properly execute the scope of work contained within the contract documents. There were sixteen (16) companies that responded to the advertised RFQ. Eight (8) companies were interviewed and three (3) finalists were selected. Intern Hannah Lipman followed up with the three finalists, Wegman, Graefen, and Leopardo, regarding final estimated costs and estimated timelines. Hannah contacted several references for each firm and heard only positive things.

Wegman has proposed an estimated total overall cost of \$3,414,362. This includes staffing, general requirements, fees, and construction. Without the cost of construction, the total comes to \$564,362. They have provided a 22 month timeline. Conversations were held with two references for Wegman. One reference from the Oswego Fire Department talked highly of Wegman and their ability to work well with the architect and all other project members. They completed three stations for Oswego sticking to budget and timeline as closely as possible, and Oswego was very happy with the results. Another individual that Hannah spoke with is a retired Aurora Fire Chief. He spoke very highly of Wegman, stating he was very relieved with how great the management team was because it was the first project of that size he had been overseeing. He appreciated the open communication and frequent meetings that were held. Wegman solved any problems that came up and stuck to the timeline very well.

Leopardo has proposed an estimated total overall cost of \$3,400,000 with an 18 month timeline. This estimated cost includes staffing, general requirements, fees, and construction. Without the cost of construction, the estimated total cost is \$600,000. Hannah spoke with the old Police Chief from Hanover Park, who worked closely with Leopardo's management team while they

completed the Police Headquarters for Hanover Park. This individual recommended Leopardo at the highest level, stating Leopardo did a fantastic job and saved money in various ways.

Graefen foresees an 18 month timeline as long as no challenges arise. They have provided us with a total estimated cost of \$3,036,673. The total cost, without construction, is \$424,173. Graefen informed us that they have worked with Public Safety for the Peotone Fire District. When I inquired about the performance and payment bond percent Graefen provided (0%), I was informed this percent will be provided in the bid packages and there will not be an additional fee from Graefen as CM if hired. Hannah spoke with two references for Graefen, who only had positive things to say about Mr. Jeff Graefen and his team. One reference appreciated Mr. Graefen's local knowledge and relationship with local tradesmen and his ability to save money. The other insisted he couldn't be happier with the work Graefen performed and he now utilizes Graefen for every project he can. This individual talked highly of Mr. Graefen's common sense approach.

Please see the attached responses to questions and comparison table.

WEGMAN:

All numbers are an Estimate based on the assumption that the new station will be 9,500 square feet at a cost of \$300 per square foot, for a total construction cost of \$2,850,000.00

-Can you confirm your cost proposal is an estimate, not final? **YES** this is an Estimate based on the Assumption of Construction Cost that the new station will be 9,500 square feet at a cost of \$300 per square foot for a total Construction Cost of 2,850,000.00.

- Are the proposed staffing costs caps or estimates? **Proposed staffing costs are Estimates based on the assumptions we made for each phase of the project.**

-Is the construction manager at risk fee, liability insurance, and payment and performance bond rate included in the proposed staffing costs/general requirements, or are they extra? **No, the construction manager at risk fee, liability insurance, and payment and performance bond rate are NOT included in the proposed staffing costs/general requirements.**

-Please provide us with a total estimated cost that includes proposed staffing costs, general requirements, construction manager at risk fee, liability insurance, and payment and performance bond rate costs.

*** Note estimated cost is based on the assumption of construction cost that the new station will be 9,500 square feet at a cost of \$300 per square foot for a total construction cost of \$2,850,000.00.**

- Staffing Costs= **\$272,412.00**
- General Requirements Cost Breakdown = Surveying: \$10,000 + Testing: \$10,000 + Construction Signs: \$1,200 + General Conditions Fee of 4.5% of Construction Cost:\$128,250 **Total: \$149,450.00**
- Construction Manager At Risk Fee= 3% of Construction Cost= **\$85,500.00**
- Liability Insurance= 1% of Construction Cost= **\$28,500.00**
- Payment and Performance Bond Rate= 1% of Construction Cost= **\$28,500.00**
TOTAL: \$564,362.00

-Please provide an estimated timeline...how many hours, how many weeks/months for the project?

Preconstruction Phase= Estimated 64 hours of planning meetings during a 13 weeks/3 months

Preconstruction Phase duration

Design Completion Phase= Estimated 200 hours during a 26 weeks/6 months Design Completion Phase duration

Construction Phase= Estimated 3,252 hours (Note only charging for Dan Peterson hours because other staff hours rate are included in 4.5% general conditions fee) during a 52 weeks/12 months Construction Phase duration. This could change based on the size and complexity of the building.

Post Construction Phase= Estimated 40 hours during a 4 weeks/1 month Post Construction Phase duration.

LEOPARDO:

-Can you confirm your cost proposal is an estimate, not final? Are the proposed staffing costs caps or estimates? In the cover note on our proposal we note that for the Preconstruction and Design Completion Phases, we are comfortable proposing these as lump sum costs but would be willing to do them on an hourly basis if preferred by the Village so the work can be customized by the Village as needed. Also noted in the cover note, for the Construction Phase, the monthly staffing costs are lump sum costs per month of construction. The final design and logistics of the project will determine the final construction schedule at time of setting the GMP and the general conditions would be that monthly cost times the number of months in the schedule. We have anticipated that the project will be 7 months in our proposal.

-Is the construction manager at risk fee, liability insurance, and payment and performance bond rate included in the proposed staffing costs/general requirements, or are they extra? No, these are calculated on the cost of work at the percentages noted.

-Please provide us with a total estimated cost that includes proposed staffing costs, general requirements, construction manager at risk fee, liability insurance, and payment and performance bond rate costs. Since the CM fee, insurance and bond are a function of the construction cost, you need to estimate cost for the building construction. This will vary depending on final design chosen by the Village, existing site constraints and development needs, logistics, and timing of execution. If you use \$2.8M for the cost of the trade work as a starting point, the total estimated cost (including the estimated trade costs), would be \$3.4M.

Please note about general requirements: general requirements are estimated... typically a scope is developed and then put to bid

-Surveying – we would develop a scope for this with the scope of the project and bid this trade for best competitive pricing for the Village and treat as a trade line item, since scope is not currently defined we would propose a placeholder allowance of \$15,000

-Testing – assuming you mean 3rd party testing which is often held outside the construction project, we would develop a scope for this with the scope of the project and bid this trade for best competitive pricing for the Village and treat as a trade line item, since scope is not currently defined we would propose a placeholder allowance of \$30,000 (could be more or less depending on soils issues and geotechnical information available)

-Final Cleaning/glass and mirrors- we would develop a scope for this with the scope of the project and bid this trade for best competitive pricing for the Village and treat as a trade line item, since scope is not currently defined we would propose a placeholder allowance of \$6,000

-Tools/equipment – no additional costs beyond what is included in proposal

-Safety/Perimeter protection -- we would develop a scope for this with the scope of the project and bid this work with the appropriate trade for best competitive pricing for the Village and include in the appropriate trade's contract, safety inspections included in our projected staffing costs already

-Temp Utilities -- typically we see municipalities carry the cost of utility consumption outside of the construction budget as they often have existing advantageous franchise agreements, the temp utility setup would be competitively bid with the appropriate trade

-Construction Signs -- if the Village would like a project sign \$1,500

-Street Clean- we would develop a scope for this with the scope of the project and bid this work with the appropriate trade for best competitive pricing for the Village and in the appropriate trade's contract (excavation sub)

-Temp Roof and floor protection- we would develop a scope for this with the scope of the project and bid this work with the appropriate trade for best competitive pricing for the Village and include in the appropriate trade's contract (flooring subs and roofing sub)

-Please provide an estimated timeline...how many hours, how many weeks/months for the project? Timeline with hours per week and number of month for each phase is noted in our proposal. Total timeline is 18 months from start of preconstruction phase to completion or the post construction phase.

GRAEFEN:

-Can you confirm your cost proposal is an estimate, not final? Are the proposed staffing costs caps or estimates? This is an estimate as the spreadsheet that was supplied requested estimated hours.

-Is the construction manager at risk fee, liability insurance, and payment and performance bond rate included in the proposed staffing costs/general requirements, or are they extra? They are included as well as listed in the spreadsheet as such and they are not extra cost.

-Please provide us with a total estimated cost that includes proposed staffing costs, general requirements, construction manager at risk fee, liability insurance, and payment and performance bond rate costs. These costs are provided in the spreadsheet. Our hope is the cost we provided will be reduced as some costs that were requested in the spreadsheet may not apply as these cost may be driven by the owner and architect. For example, if there is only one design iteration that should lend itself to save money and if there are multiple designs that will increase the amount of hours required.

-Please provide an estimated timeline...how many hours, how many weeks/months for the project? This will be driven by the owner's decision making process, if the owner and design team has a committee(s) that is very efficient it will lend itself to less required hours.

-Below is a table I have created with the information we have. Please make sure it is correct and fill in where necessary. Yes, and the performance bond will be included as they will be effectively required under each bid package. Relative to the timeline, this will be hard for any contractor to give an exact timeline without the design being completed to date as well as having permits in hand as those items will drive the start date and subsequent schedule. In conclusion, this is the type and size of project we specialize in and if selected we will streamline and run this project very efficiently.

Thank you for the consideration.

Additional Asked Questions:

Graefen is a finalist along with two other firms. One firm has provided us an estimated 18 month timeline, the other an estimated 22 month timeline.. I know you stated below that it depends on design and the owner's decision making/team, but are you able to provide a rough estimate at this time? We feel that the timeline would be approximately 18 months assuming that the project does not have any unforeseen challenges such as permitting delays, multiple design revisions or approval delays

You responded that the construction manager at risk fee, liability insurance, and payment and performance bond rate are not extra costs and are included in the spreadsheet. Can you confirm that the total estimated cost for proposed staffing, general requirements, construction mgr at risk fee %,

liability insur %, and payment and performance bond rate, at this time, is \$408,030? (373,530 + 34,500)
The CM fee is 4.5% of total project cost as this will be determined after bidding to determine that calculation as expressed in a percent basis in lieu of a numerical rate. The \$34,500 general requirements in which some (many) of those cost will be included in the engineering design, excavation and a few other bid packages and those will likely be less than the \$34,500 budget. (HAS SINCE BEEN REVISED, SEE COST COMPARISON TABLE)

Additional note from Jeff Graefen:

I wanted to add one more note. If the decision is a function of cost we can certainly negotiate our cost. Also, in addition to our cost the larger cost will be the sub-contractors cost, we have a very competitive advantage over other firms for two main reason. We specialize in this size projects and have forged relationship with sub-contractors performing the work for this type and size project and will attract them to bid. Secondly, we are from this area and will attract local sub-contractors from this area hence being more competitively priced with excellent quality.

Owners Rep Interview Scoring (Fire Station 2)			
Firm	John Urbanski	Doug Erwin	AVERAGE
Wegman	1000	1000	1000
Leopardo	935	1000	967.5
Graefen	875	765	820
Harbour Contractors	915	925	920
WB Olson	1000	1000	1000
MTI	980	990	985
Prairie Forge	910	935	922.5
CCS	855	845	850

Lisa Valko

From: Steve Tilton
Sent: Friday, February 24, 2017 10:49 AM
To: T. J. Grady; Jacob Vandenberg; Brian Younker
Cc: David Niemeyer; Lisa Valley
Subject: RFQ - Fire STation Owner Rep/Construction Manager

Trustees Grady, Vandenberg and Younker-

As you know, earlier this month the Village received the responses from our RFQ for Owner's Rep/Construction Manager related to the potential fire station remodel/construction.

The Village received a great response, 16 proposals, to the RFP.

John Urbanski, Doug Irwin and myself each individually reviewed the proposals and met this morning to narrow the field. We have selected six (6) firms that we would like to conduct interviews with to further narrow the field to 2-3 firms that would then be further discussed with the Public Safety Committee. If you gentleman are ok with it, I would propose the following next steps:

1. **Semi Finalist Interviews-** Staff interviews (Tilton, Urbanski and Irwin) with the six semi finalists firms – Tentative date of March 8th
2. **Finalist Recommendations** - Staff narrows the field to 2-3 finalist firms that are then further discussed with the Public Safety Committee (we could determine if the chairman and/or two members of the PS committee wanted to conduct a 2nd interview with the finalist firms.
3. **Contract Award** - Potential contract award would be in Late March or Early April.

The six recommended semi finalist firms are (in no particular order)

1. **Harbour Contractors**
2. **MTI**
3. **RC Wgman**
4. **W.B. Olson, Inc.**
5. **CCS International**
6. **Prairie Forge Group**

All six of these firms have specific experience with fire stations and are all located in the Northern Illinois Area.

Please let me know if you have any questions or concerns with this proposed timeline/next steps. Feel free to email or call my cell anytime (708) 243-0401.

Thank you and have a great weekend.

Steve

Village of Tinley Park

**REQUEST FOR QUALIFICATIONS
AND
FEE PROPOSAL**

2017-RFQ-001

**Professional Owner's Representative/
Construction Management Services**



Village of Tinley Park

REQUEST FOR QUALIFICATIONS/FEE PROPOSAL: Owner's Representative/Construction Management Services

1.0 REQUEST

The Village of Tinley Park ("Village") is seeking qualifications and related fee proposals for professional services from highly-qualified, architectural-engineering (AE), engineering-architectural (EA) and Construction Management (CM) firms to provide owner's representative (OR) project management services to ensure timely, fiscally responsible, and successful completion of two fire stations. It is the intent of the Village to select a firm or firms that are not otherwise involved in the project's design or construction to avoid any conflict of interest.

1.1 GENERAL QUALIFICATIONS

The prospective Owner's Representative shall have particular expertise in owner's representative/project management services to include particular experience with construction administration and management services in order to fully and properly act on the Village's behalf in all activities related to oversight of the Project.

1.2 TERMS AND CONDITIONS

Attached hereto as Exhibit "A" is a draft agreement that will apply to all contracts awarded by the Village pursuant to this Request for Qualifications/Fee Proposal. This is for information only, is subject to change, and does not need to be completed or included in the response to the RFQ. Firms deemed qualified by the Village pursuant to this RFQ are not authorized to perform work for the Village until a fully executed and authorized Professional Services Agreement is in place for the Project.

1.3 VILLAGE OF TINLEY PARK

The Village of Tinley Park has a current population of 56,703 per the 2010 decennial census (estimated 57,280 as of July 2014) and is located approximately 30 miles southwest of Chicago's Loop. The present incorporated boundary covers approximately 16 square miles and includes portions of Bremen, Orland, and Rich Townships in Cook County and Frankfort Township in Will County. The community is served by six (6) elementary school districts, four (4) high school districts, and four (4) junior college districts in addition to several parochial and private schools. Additionally, three (3) park districts provide recreational services to residents of the community depending on location. The Village is located near the intersections of two major interstate highways. Combined, Interstate 57 (north-south) and Interstate 80 (east-west) offer convenient access to the other Chicago metropolitan expressways and tollways and the rest of the nation. Daily commuter rail service to and from Chicago is provided by Metra (Metropolitan Rail Service of the Regional Transportation Authority). The Metra commuter rail service reaches downtown Chicago in approximately 50 minutes from two commuter stations located in Tinley Park.

The government has operated under the trustee-village form of government whereby a Village President (Mayor), Village Clerk, and six trustees are elected from the village at large on

Village of Tinley Park

overlapping four year terms. The Village Government has provided over one hundred twenty-two years of service to and for the community. Although primarily a residential community, the Village also has developed a diverse economic base with a variety of retail stores and shops, offices, light industry, and manufacturing.

1.4 GENERAL PROJECT DESCRIPTION

The Village has completed the preliminary scope of work for this project. Fire Station 2 at 7825 W 167th Street and Fire Station 3 at 9191 W. 175th Street are the Fire Stations involved. The proposed project intends to increase the square footage of the apparatus bays, administrative and living areas at each fire station. The project will involve a complete removal of existing fire station(s) and rebuild at each location. The project is planned to occur sequentially beginning at Fire Station 2 then moving on to Fire Station 3.

1.5 ELEMENTS OF FIRE STATIONS

The Fire Stations are anticipated to be approximately 9,000 to 9,500 SF each in size and shall provide adequate and flexible space to accommodate the following uses:

Fire Station 2 (located at 7825 W. 167th Street)

- 3 vehicle bays
- Living quarters for 6

Parking

- Accommodations for up to 13 staff members
- Required ADA compliant parking
- Exterior vehicle storage for fleet maintenance

Fire Station 3 (located at 9191 W. 175th Street)

- 3 vehicle bays
- Living quarters for 6

Parking

- Accommodations for up to 13 staff members
- Required ADA compliant parking
- Exterior vehicle storage for fleet maintenance

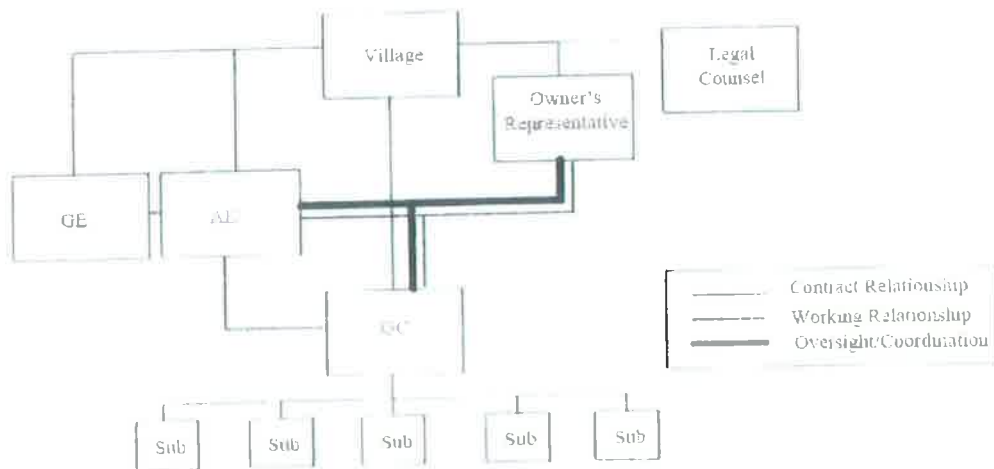
The above general items are a basic summary of needs but a more detailed explanation of these needs and a final layout of the facility to support these functions will be required as part of the Preliminary Design Phase of the Project. A final site plan is also required as part of the Preliminary Design Phase.

Village of Tinley Park

1.6 GENERAL ROLES AND RESPONSIBILITIES

Village (Owner): The Village's sole role is to act as owner of the Project and to ensure that its interests and rights are being protected through the assistance of the selected OR. The Village shall designate on-staff representatives authorized to act on the Village's behalf as liaisons between the Village and the OR.

Owner's Representative (OR): The selected OR shall act as the primary agent of the Village, acting as OR with respect to the Project, and shall ensure coordination of all activities, from the Village's standpoint, required to properly execute the scope of work contained herein and in the contract documents. The OR provides comprehensive coordination of project activities to ensure that the discharge of responsibilities by the appropriate parties is executed in a manner that serves and protects the Village's overall and best interest.



Acting as an extension of the Village's staff, the OR monitors and coordinates efforts of the Village on behalf of the Village, the Architect, the Geotechnical Engineer, and the Contractor in order to enable the Village to achieve maximum value for the funds expended. Initially, the OR will assist in drafting and creating Contract Documents for the architect and contractor. The OR will then monitor the flow of all documents and materials for proper sequence of approvals so as not to delay the progress of the work. The OR may also be required to assist the Village in selecting, retaining and coordinating the professional services of other special Owner's Representatives and/or testing laboratories required for the Project.

Contract Documents: The complete body of documents governing execution and completion of the contract between the Village and the Architect and the Village and the Contractor, including but not limited to all drawings issued for construction, project manual(s), bidding & contract and general requirements and technical specifications including bidding requirements, sample forms, construction contract scope, general conditions and technical specifications, the accepted and executed request for proposal, bids, unit quantities/unit prices/schedule of values, accepted submittals/materials, manufacturer's recommendations, maintenance logs and other similar operations and maintenance information, bonding/insurance commitments, currently accepted

Village of Tinley Park

construction contract schedule as well as all current Village approved and agreed upon modifications to the contracts that govern the Architect's and Contractor's execution of the Project.

Contractor: The entity or entities identified in the construction contract with the Village or its authorized representative to be solely responsible for and to act as facilitator of the complete and satisfactory construction of the Project. The selected Contractor shall be solely responsible for developing, procuring, coordinating, and executing all of his own activities including schedules, quality assurance, quality control, safety, licensing, labor, trades, materials, equipment, suppliers, vendors, shipping, and transportation, in addition to those of his subcontractors, to fully and successfully execute the project within currently approved time and budget constraints and per the contract documents. The Contractor shall have sole control over or charge of and shall be responsible for construction means, methods, techniques, sequences or procedures and for safety precautions and programs in connection with the work. The Contractor shall be solely responsible for the Contractor's schedule or failure to carry out the work in accordance with the contract documents.

Village of Tinley Park

2.0 General Scope Of Services

- 2.1. The OR will act as the primary agent and representative of the Village in order to help ensure that the Project is completed according to the Contract Documents within the currently approved project budget and schedule.
- 2.2. The OR will be responsible for assisting the Village with advising on and assisting with coordination of four primary phases including: 1) Pre-construction; 2) Design; 3) Construction; 4) Post Construction/Project Closeout.
- 2.3. The OR shall establish and implement procedures for, and maintain coordination or activities and communication on behalf of the Village and between the Village, the Architect, Engineers, and the Contractor.
- 2.4. Pre-Construction Services:
 - a. Review annual budget items to assist Village in prioritizing these items and refining item budget cost estimates.
 - b. Identify for the Village a list of Project Consultant professionals required to develop the Project that have not already been envisioned.
 - c. Develop an initial Project development schedule describing the steps and duration of the major tasks required to develop the Project.
 - d. Identify other parameters, such as code, zoning, land use or other such restrictions, which have a potential impact on the design development or construction of the Project.
 - e. Work with Project Architect to refine the current Project program and master plan.
 - f. Review and refine the preliminary Project budget outlining the expected costs to develop the Project.
 - g. Develop the organizational structure of the development team, establish responsibilities and line of authority and establish communication procedures to be used throughout the development process.
- 2.5. Design Completion Phase:
 - a. Manage the design and development team (including, without limitation, the Project Architect and all Project Owners Representatives) throughout the entire documentation process to ensure adherence to the approved program, budget, and schedule.
 - b. Provide periodic review of design documents for completeness, feasibility, constructability, and appropriateness of building systems and materials.
 - c. Provide periodic budget checks throughout the design process and cost estimating for all components of the Project, and propose and review value engineering alternates required to maintain the Project budget.
 - d. Recommend any design changes required to maintain the Project budget.
 - e. Identify required site studies, such as soil and environmental reports, necessary to design and obtain construction permits for the Project.
 - f. Assist the Village, Project Architect and/or Contractor in the review of the Project with code officials and submission of the Project to obtain required building permits.
 - g. Work with the Project Architect and Village staff to prepare bid packages.

Village of Tinley Park

- h. Review contractor submittals and make recommendations. Assist the Village with negotiating the contractor contracts and Project Architect contract if project delivery method requires this action.
- i. Develop and manage a Project accounting process to include receipt and review of all Project related invoices and payment applications, and assembly of such documents into a monthly draw package. Submit this package to the Village with recommendation for payment and manage and/or monitor payment by the Village.
- j. Establish and monitor any FF&E delivery/procurement process with Village staff for adherence to the approved Project budget and schedule.
- k. Maintain Project records and Project communication procedures throughout the development process.
- l. Provide advice on selection of Project Consultants.

2.6. Construction Phase:

- a. Provide on-site representation throughout the entire construction process as the Village's representative.
- b. Monitor the development and maintenance of the construction schedule by the Contractor(s), and maintain and update the overall project schedule as necessary.
- c. Conduct regular on-site meetings with the Contractor(s), Project Architect, and other appropriate development team members (including, without limitation, the Project Owners Representatives) to coordinate and maintain the construction process.
- d. Review and coordinate all Requests for Information from the Contractor(s) for timely response by the Project Architect. Review and monitor all supplemental instructions and directives for potential impact on the Project budget and schedule.
- e. Review all invoices and applications for payment from the Contractor(s) and design team and include all approved requests in the monthly draw package to be submitted to the Village for payment.
- f. Provide a monthly report to the Village that summarizes the status of the Project costs and schedule.
- g. Review change proposals submitted by the Contractor(s) for appropriateness and accuracy and recommend acceptance and/or payment of such changes to the Village.
- h. Monitor the submission of shop drawings and product samples by the Contractor(s) and response and review by the Project Architect for timeliness and appropriateness.
- i. Monitor the procurement, warehousing, delivery, and installation of any FF&E with Village staff and associated vendors and contractors to ensure timeliness.
- j. Develop with the design team and Contractor the construction punch lists for all areas of the Project. Monitor implementation and completion of all punch list items.
- k. Monitor the acquisition of all government approvals, by the Contractor, required to receive all requisite certificates of occupancy, including, without limitation, all site plans, special exception, subdivision, zoning, and other land use approvals.
- l. Maintain all Project records throughout the construction process.
- m. Coordinate with third-party insurance and risk management Owners Representatives and monitor compliance with insurance requirements by the Contractor, Project Architect, and Project Owners Representatives.

Village of Tinley Park

- n. Provide advice and assistance to the Village in resolving construction issues, claims, and disputes prior to engagement of a lawyer to handle the matter (excluding legal advice and arbitration and litigation support).
- o. Recommend appropriate levels of contingency to carry during all phases of the Project.

2.7. Post- Construction Phase:

- a. Assist the Contractor(s) and Village in conducting all move-in operations, equipment demonstrations and training, system start-ups and testing, and other transitional requirements.
- b. Manage the close-out of the construction contract; punch list completion and receipt of documentation of all final lien waivers and other close-out documents, such as as-built surveys.
- c. Close out the Project accounting and provide the final status of the Project budget.
- d. Obtain on behalf of Village, and turn over to operations all keys, manuals, plans, and specifications, and all product and warranty information pertaining to the Project.

Village of Tinley Park

3.0 QUANTITY AND FORMAT

Ten (10) copies of proposer's statement of qualifications in an 8 ½ x 11 format and one (1) compact disk or flash drive with all information contained on it shall be submitted. All submitted information shall be organized generally as listed below. There is not a minimum or maximum page limitation but information should be kept directly relevant and succinct.

- Cover letter (optional)
- Understanding of Project and Project Approach
- Relevant project qualifications and experience as a firm
- Key staff/sub-Consultant qualifications and relevant experience
- Statement that the Terms and Conditions attached hereto as Exhibit "A" are acceptable for inclusion in the general contract form
- Summary statement (optional)
- Summary of hourly rates by key position and proposed method of billing for the Project
- Fee Proposal (in separately sealed envelope, hard copy format only, one copy will be sufficient)

3.1 UNDERSTANDING OF PROJECT AND PROJECT APPROACH

The understanding of Project and Project Approach section shall summarize the Consultant's understanding of the scope of service requirements and allows the Consultant to add any additional information which the Consultant believes may help the Village determine that the Consultant fully understands the Project and the needs of the Village and to help the Village determine the best overall qualified Consultant.

3.2 RELEVANT PROJECT QUALIFICATION AND EXPERIENCE AS A FIRM

The Consultant's relevant experience shall be provided as part of the response. The Consultant shall provide adequate information to show that the firm has particular expertise in assisting Municipalities with the design and construction management of multiple use public safety facilities.

The Consultant is encouraged to provide a short project synopsis of relevant and similar projects and a photo, if appropriate, of previously completed facilities. The client/reference contact information for the relevant projects should be provided in this section of the response for each similar project.

3.3 KEY STAFF/SUB-CONSULTANT QUALIFICATIONS AND RELEVANT EXPERIENCE

The Consultant shall include proposed key positions, proposed staff to fill these key positions, and sub-Consultant credentials/qualifications.

3.4 SUMMARY OF HOURLY RATES FOR KEY PERSONNEL AND METHOD OF BILLING

The Consultant is to provide a summary of the key positions that will be assigned to the project and should provide the proposed hourly rates for each of the key billing categories. The Consultant is

Village of Tinley Park

also requested to provide a summary of the proposed method of billing for the project (lump sum, cost plus with not-to-exceed limit, hourly, etc.).

3.5 PROPOSAL SUMMARY

A summary statement is optional but can be included to help the Village select the best overall qualified Consultant.

3.6 FEE PROPOSAL

This part of the proposal shall be submitted only in hard-copy format in a separately sealed envelope. It shall include the Consultant's detailed cost estimate to furnish the services required to complete this project.

The separate fee proposal will **not** be used in the initial evaluation of proposals leading to the selection of the top candidate, and will not be opened until evaluations have been completed. The fee proposal will be used as the basis for negotiations leading to final contractual scope-of-services and contract fee.

Should the evaluation process not result in a clear choice as to the top rated Consultant, the fee proposal will be used to assist the selection committee in determining its final recommendation. If the Village is unsuccessful in reaching a contract agreement with the top rated firm, negotiations will cease and the second rated firm will be invited to negotiate with the Village. The Village reserves the right to reject any and all proposals, and to solicit additional proposals.

All proposed fees shall be on a "not-to-exceed" basis "without prior written approval from the Village." Fees for scope of services shall be provided per each scope of service phase and for each proposed staff person, respective number of hours, total fee per staff member, total fee for the phase. A total fee for all the tasks shall be provided to include reimbursable non-direct expenses executed on behalf of the Village in order to execute the contract.

Additional Services: The Consultant shall provide hourly fees per staff member should additional services be requested and approved by the Village for each proposed staff member.

3.7 PROPOSED SCHEDULE

Issue RFQ	December 23, 2016
Proposal Submission	January 30, 2017
RFQ Reviews by Staff	February, 2017
Firm recommendation to Public Safety Committee	February, 2017
Contract Approval with selected Firm	February / March, 2017

The above schedule is a guide only and may be amended from time to time as necessary.

3.8 DEADLINE AND PROPOSAL DISPOSITION

Completed proposals shall be due NOT LATER than 5:00 PM on January 30, 2017.

Village of Tinley Park

All submittals shall become the property of the Village of Tinley Park. Proposals shall be submitted to:

John Urbanski
Village of Tinley Park
16250 S. Oak Park Avenue
Tinley Park, IL 60477
708-444-5594

Any questions during the period of development of Consultant's response should be directed to Assistant Public Works Director, John Urbanski, in writing at jurbanski@tinleypark.org

4.0 THREE STEP SELECTION PROCESS

The selection process to determine the successful Consultant will be determined by the following three-step process.

Step One: Submitted qualifications will be distributed to members of a selection committee for review. The committee will evaluate and rank the submittals based on the following factors.

- Overall content and responsiveness to this Request for Qualifications/Fee Proposal – 10%
- Qualifications and relevant experience of the firm – 10%
- Qualifications and relevant experience of the personnel assigned to the project – 25%
- Demonstrated ability to work with municipal agencies – 25%
- Demonstrated performance on past projects – 30%

Step Two: The committee may conduct interviews with two or more of the top-ranked Consultants determined from Step One to get a more comprehensive view of qualifications.

Step Three: After the interview process in Step Two (if conducted), the Village will select the top ranked Consultant and open the fee proposal. The fee proposal will be used as the basis for negotiations leading to final contractual scope-of-services and contract fee.

Should the evaluation process not result in a clear choice as to the top rated Consultant, the fee proposal may be used to assist the selection committee in determining its final recommendation. If the Village is unsuccessful in reaching a contract agreement with the top rated firm, negotiations may cease and the second rated firm may be invited to negotiate with the Village. The Village reserves the right to reject any and all proposals, to solicit additional proposals, and make any additional decisions that are deemed to be in the best interest of the Village.

VILLAGE OF TINLEY PARK

SERVICE CONTRACT

This contract is by and between the **Village of Tinley Park**, a Illinois home-rule municipal corporation (the "Village"), and **Contractor** (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 (\$) and 00/100 Dollars (\$). Within **seven (7)** 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. **Any request by the Contractor for an increase in the Scope of Services and an increase in the amount listed in paragraph 2 of this Contract shall be made and approved by the Village prior to the Contractor providing such services or the right to payment for such additional services shall be waived.**
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 work done by the Contractor under this Contract. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the Village, any other party indemnified hereunder, the Contractor, or any third party.
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 work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the Village, any other party released hereunder, the Contractor, or any third party. 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 waiver 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. If 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.

CERTIFICATIONS BY CONTRACTOR

Eligibility to Contract

The undersigned hereby certifies that the Contractor is not barred from bidding on or entering into this contract 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.

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.

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.

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.

Name of Contractor (please print)

Submitted by (signature)

Title

Title

VILLAGE OF TINLEY PARK

BY: _____
David G. Seaman, Mayor
(required if Contract is \$10,000 or more)

Date

ATTEST:

Village Clerk
(required if Contract is \$10,000 or more)

Date

VILLAGE OF TINLEY PARK

BY: _____
Village Manager

Date

Exhibit A
SCOPE OF SERVICES

Exhibit B

INSURANCE REQUIREMENTS

(See Risk Manager for Insurance Requirements)



Insurance Example

PSCGROU-01

SONORI

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/14/2016

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, CONTACT NAME, PHONE, FAX, E-MAIL, ADDRESS, INSURER(S) AFFORDING COVERAGE, INSURER A: Hartford Casualty Insurance Co, INSURER B: The Hartford, INSURER C: Hartford Fire Ins. Co., INSURER D, INSURER E, INSURER F, NAIC #

COVERAGES CERTIFICATE NUMBER: 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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADOL, SUBR, WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Workers Compensation and Employers' Liability, and Professional E&O.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) If required by written contract, the Village of Tinley Park is an Additional Insured with respect to the General Liability coverage.

CERTIFICATE HOLDER: Village of Tinley Park, 16250 Oak Park Ave, Tinley Park, IL 60477-1628. 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: [Signature]

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Tinley Park 2017-RFQ-001 RFI Responses #1

→ RFI 1: Exhibit A & B

Q: "I downloaded the RFQ and it refers to a couple of attachments (Exhibit A&B), but there was no content to these attachments."

A: *"Exhibit A" is the insert location of your firm's scope of services at the time of contract with the selected company.*

"Exhibit B" is the insert location of your firm's insurance documents into the final contract. Village of Tinley Park requires a \$1 million minimum liability umbrella for these services. An example of insurance requirements will be placed on the village web site.

→ RFI 2: Owners Representative / Construction Manager

Q: "We wanted to clarify that what the village is looking for is an Owner's Representative and not a Construction Manager. The phrasing used seemed to go both ways. For instance, if the company selected in this role would be expected to solicit bids and hire a General Contractor, which would clearly, be an OR with more of an advisory role. If the company hired was to develop scopes of work for trade/subcontractors bidding and hiring, which would lean more towards CM with a controlling interest in the construction work."

A: *The RFQ as specified is requesting an all-encompassing Owner's Representative with the ability to assist with Construction/Project Management. The expectation of the RFQ is to produce a firm that has extensive experience and capabilities in all aspects which would possibly encompass multiple aspects with a single contract. Obviously, we are looking for a professional with the village's best interest in mind every step of the way including the design, bidding and construction process. The Village will look for assistance with recommendations regarding concerns during design phase and assure that they are included in the final bid documents and assist with selection of contractors during the bid process.*

For further clarification please see attached 2017-RFQ-001 Organizational Chart

→ RFI 3: Project Dates

Q: "I noticed the dates for submission and approval, however, I was hoping to get the anticipated project start and completion dates."

A: *The project dates have not been determined and will be reflective of Architect/Engineer and contractor responsiveness. Project schedule would be one of the requirements of the awarded Construction Manager to propose and administer as approved.*

→ **RFI 4: Architect**

Q: "Has an Architect or General Contractor been selected for the project?"

A: *The Village has had multiple conversations with different architectural firms regarding "conceptual" designs. Up to date, the Village has not placed any other RFQ/RFPs out for this project with the understanding the selected firm from this RFQ would assist with the possible issuing a future RFP for A/E services and coordinate efforts determining those best selected providers of service.*

→ **RFI 5: Budget**

Q: "Is there an estimated budget established for each station?"

A: *The Village will share budgetary information with the selected vendor of this RFQ.*

→ **RFI 6: LEED**

Q: "Will this be a LEED project?"

A: *At this time the Village has not shown any interest in following the criteria to establish this project as a LEED facility.*

→ **RFI 7: Site Visits**

Q: "I would like to schedule a time to meet with you or the Chief to better understand the existing stations and Village's specific needs. A tour/site visit to better understand the current operations would be helpful"

A: *To not allow one professional any "upper hand" over another, the Village will not schedule individual meetings or site visits at this time. As the site is considered public property, we cannot restrict any exterior viewing of the current facility but in respect of emergency service operations we request that any prospective bidders do not attempt to request access from the employees at the stations. Extensive site visits will be conducted with the selected firm.*

→ **RFI 7: Previous ORs**

Q: "Does the Village have a previous relationship with or used an Owner's Rep. on other projects?"

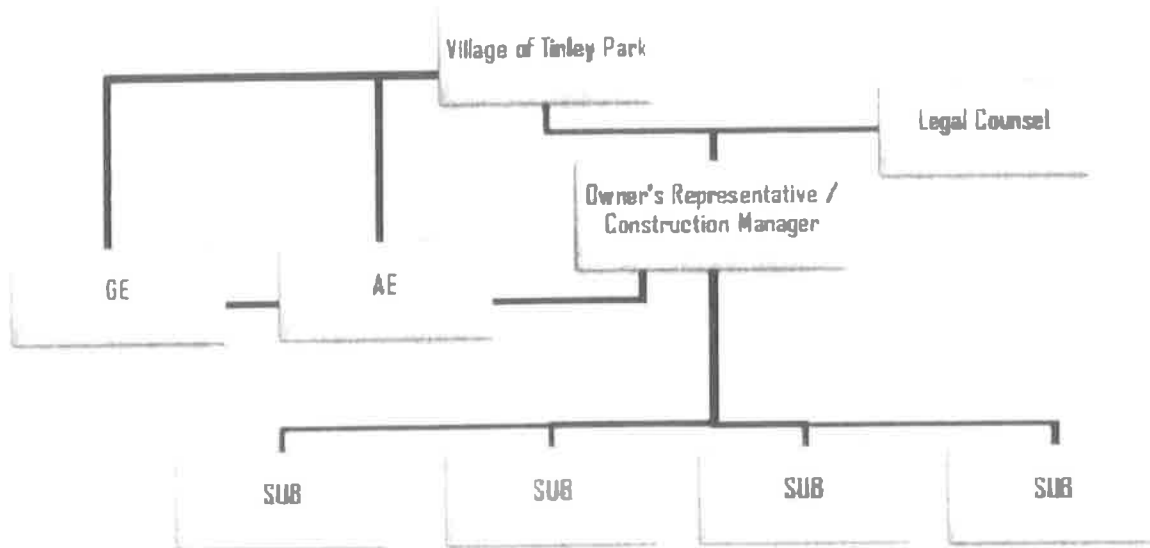
A: *The Village has utilized outside construction consultants in different capacities for past projects. It is the request of the current Village Board to contract with a single firm with the capacity of an all-encompassing Owner's Representative which would include the same SOW as seen with Construction Managers.*

→ **RFI 8: Relocation of Existing Fire Personnel**

Q: “Assuming interim/temporary relocations for the existing station personnel and equipment will be necessary, how will that be handled and what role will the OR have in that process?”

A: *It is the view of the Fire Department that the OR/CM should have minimal or no requirements to be responsible for the understanding of the required operational necessities of the department. Therefore, any relocation of personnel and/or manpower will be solely handled by the fire department management.*

2017-RFQ-001 ORGANIZATIONAL CHART



DELIVERY METHODS OF CONSTRUCTION PROJECTS

Responsibilities	In-House Services	General Contractor	Design / Build (Architect hired by General Contractor)	Construction Manager as Constructor	Construction Manager as Guaranteee of Cost	Construction Manager as an Advisor	Integrated Architectural and CM Services as a Complete Delivery Service
	AIA A401	AIA A402	AIA A434	AIA A433	AIA C432	AIA A441	
<p>Preconstruction Phase:</p> <ul style="list-style-type: none"> Budgeting / Estimating services Scheduling / Phasing / Sequencing Value engineering / Cost comparisons Ability to prequalify subcontractors Owner involvement in sub selection Identify and order long lead items Owner input of budget allocation No over-inflation of budgets to protect GMP Streamlined communications between Architect & CM Fast track design and construction 	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
<p>Contractual issues:</p> <ul style="list-style-type: none"> Open book Responsible for inspections and supervision. Owner must hold subcontracts All buy-out savings to owner 	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
<p>Construction Phase:</p> <ul style="list-style-type: none"> Single source responsibility / accountability No need for owner's field representative Owner control of contingency Owner has major responsibilities in construction process No underlying agenda to substitute or cut cost Fast payments to subcontractors / vendors Streamlined documentation (ie. RFIs, C.O.'s, etc.) No adversarial relationship between CM & Architect Streamlined communication between Architect & CM 	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
Contract Type:	N/A	AIA A401	AIA A402	AIA A434	AIA A433	AIA C432	AIA A441

**COMMENTS FROM
THE PUBLIC**

ADJOURNMENT