

NOTICE OF A SPECIAL MEETING
OF THE PUBLIC WORKS COMMITTEE

Notice is hereby given that a special meeting of the Public Works Committee of the Village of Tinley Park, Cook and Will Counties, Illinois, will begin at 6:45 p.m. on Tuesday, August 8, 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 WORKS COMMITTEE MEETING HELD ON AUGUST 1, 2017.
3. DISCUSS AWARDING THE CONTRACT FOR THE FISCAL YEAR 2018 SALT PURCHASE.
4. DISCUSS AWARDING THE CONTRACT FOR THE AIR CONDITIONING CHILLER FOR THE OAK PARK AVENUE TRAIN STATION.
5. DISCUSS AWARDING A JOB ORDER CONTRACT FOR TWO ROOF TOP AIR CONDITIONING UNITS AT THE POLICE STATION.
6. DISCUSS AWARDING A CONTRACT FOR INSPECTION AND DESIGN OF EXTERIOR COATING OF THE POTABLE WATER RESERVOIRS AT POST 2.
7. DISCUSS AWARDING A CONTRACT FOR 2017 OUTDOOR HOLIDAY DECORATIONS IN THE DOWNTOWN TINLEY PLAZA.
8. DISCUSS AWARDING CONTRACTS FOR LANDSCAPE ARCHITECT WITH SITE DESIGN GROUP FOR PUBLIC WORKS PROJECTS AND FARNSWORTH GROUP FOR PLANNING PROJECTS.
9. RECEIVE COMMENTS FROM THE PUBLIC.

ADJOURNMENT

KRISTIN A. THIRION
VILLAGE CLERK

MINUTES
Special Meeting of the Public Works Committee
August 1, 2017 – 7:00 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

Members Absent: W. Brady, Village Trustee

Other Board Members Present: J. Vandenberg, Village President
 M. Mangin, Village Trustee
 M. Pannitto, Village Trustee
 C. Berg, Village Trustee

Staff Present: D. Niemeyer, Village Manager
 P. Connelly, Village Attorney
 B. Bettenhausen, Village Treasurer
 D. Framke, Marketing Director
 K. Workowski, Public Works Director
 R. Zimmer, Assistant to Mayor
 L. Valley, Executive Assistant
 L. Godette, Deputy Clerk
 T. Woolfalk, Commission Secretary

Item #1 - The meeting of the Special Meeting of the Public Works Committee was called to order at 7:00 p.m.

Item #2 – CONSIDER APPROVAL OF THE MINUTES OF THE PUBLIC WORKS COMMITTEE MEETING HELD ON JULY 11, 2017 – Motion was made by Chairman Younker, seconded by Trustee Glotz to approve the minutes of the Public Works Committee Meeting held on July 11, 2017. Vote by voice call. Chairman Younker declared the motion carried.

Item #3 – DISCUSS COOK COUNTY INTERGOVERNMENTAL AGREEMENT FOR 175TH STREET BETWEEN OAK PARK AVENUE AND RIDGELAND – Chairman Younker provided and overview of the Cook County and the Village of Tinley Park intergovernmental agreement for the improvement of 175th Street from Oak Park Avenue to Ridgeland Avenue, Ridgeland Avenue corridor from 175th Street to Oak Forest Avenue and Oak Forest Avenue corridor from Ridgeland Avenue to 167th Street. In 2016, the County and the Village approved a letter of understanding for the preliminary engineering.

The County is paying 100% of the project, except for engineering and design work related to water, sewer and street lighting work. The project improvements include reconstructing 175th Street from Oak Park Avenue to Ridgeland Avenue, reconstructing Ridgeland Avenue from 175th Street to Oak Forest Avenue, and reconstructing Oak Forest Avenue at the intersection of Ridgeland Avenue.

Last year, the Village agreed to do the engineering study to move the project along and get reimbursed by the County for the cost of the engineering. Motion was made by Chairman Younker, seconded by Trustee

Minutes
Special Meeting of the Public Works Committee
August 1, 2017

Glutz to recommend the agreement between Cook County and the Village to the Village Board. Vote by voice call. Chairman Younker declared the motion carried.

Item #4 – DISCUSS VILLAGE ENGINEER POSTION – Kevin Workowski noted that the newly appointed Village Staff Engineer resigned on July 27, 2017. A consulting engineer needs to be appointed in order to have the authority to sign IDOT documents. At the last Public Works Committee meeting, the Committee discussed using Christopher Burke Engineering, LTD for general engineering services. It is proposed that the Village appoint Christopher Burke Engineering, LTD the Village Engineer until such time as a new Staff Engineer is hired. Trustee Glutz asked if Christopher Burke Engineering would be paid only when they are on site. Public Works Director Workowski stated he would be verifying this.

Item #5 –RECEIVE COMMENTS FROM THE PUBLIC –

Michael Stuckley stated concerns about the hiring of the former Village Engineer. Trustee Younker stated that the hiring of the Village Engineer had been a six month process. Trustee Mangin stated this hiring process was a thorough process.

Diane Galante asked if the former Village Staff Engineer signed a contract when he was hired. Ms. Galante asked if the Village paid to move the former Village Engineer. Ms. Galante is concerned that tax dollars are used to move new employees to the Village. It was discussed that going forward the Village will have new hires sign contracts. She believes policies and procedures need to be in place.

ADJOURNMENT

Motion was made by Chairman Younker, seconded by Trustee Glutz to adjourn this Special Meeting of the Public Works Committee. Vote by voice call. Chairman Younker declared the motion carried and adjourned the meeting at 7:12 p.m.

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Memorandum



To: Kevin Workowski, Public Works Director
From: Kelly Mulqueeny, Street Superintendent
Date: July 20, 2017
Subject: Purchase Agreement: FY18 Salt Purchase

Presented for August 8th 2017 Village Board Agenda for consideration and possible action:

Description: This purchase agreement locks in the price for bulk salt from Cargill, Inc., delivered to the Public Works facility at \$44.87 per ton. Under this agreement the Village is required to take delivery of 5,500 tons of salt over the winter season.

The total cost for this purchase will be \$246,785
The total cost for 2016-2017 season was \$289,245.

A request for a purchasing agreement proposal for bulk rock salt was requested. Three (3) proposals were received as follows:

Cargill	North Olmsted, OH	\$44.87 per ton
Morton Salt, Inc	Oakbrook, IL	\$44.89 per ton
Compass Minerals	Overland, KS	\$51.41 per ton

Background: Central Management Services (CMS) contracts for a state-wide purchase for bulk road salt supply opened bids June and the median cost per ton for surrounding communities was calculated at \$60.08.

Budget / Finance: Funding for this purpose is available in the Road & Bridge and Commuter Parking Lot Operating & Maintenance Funds.

O&M Budget Road & Bridge amount available	\$ 347,500
O&M Commuter Parking Lot amount available	\$ 10,000
Amount required for salt purchase (\$52.59 x 5,500) =	<u>(\$ 246,785)</u>
Amount <u>UNDER</u> budget	\$110,715

Staff Direction Request:

1. Approve purchase agreement with Cargill, Inc., for the FY18 bulk salt purchase in the amount of \$44.87 per ton at a cost not to exceed \$246,785.
2. Direct Staff as necessary.



Deicing Technology Business
 24950 Country Club Blvd, Suite 450
 North Olmsted, OH 44070

Thursday, June 22, 2017

Billing Information		Shipping Information		Contact Information	
Name	Village of Tinley Park	Village of Tinley Park	Attn	Kelly Mulqueeny	
DBA (if applicable)			Title	Street Superintendent	
Address 1	16250 Oak Park Avenue	16250 Oak Park Avenue	Phone	708-444-5520	
Address 2			Fax		
City State Zip	Tinley Park, IL 60477	Tinley Park, IL 60477	Cell		
County	Cook	Cook	e-mail	kmulqueeny@tinleypark.org	

PLEASE VERIFY THAT ALL CUSTOMER DATA IS CORRECT. IF CHANGES ARE REQUIRED PLEASE NOTE THEM ON THE NEXT PAGE.

Cargill, Incorporated Deicing Technology Business ("Cargill") is pleased to submit the following quote for your DEICING SALT needs for the 2017/2018 season.

Price Basis Per Ton

Product	Delivered (Standard truckloads)	Estimated Tons	80% Minimum Tons	100% Maximum Tons	Terminal
1135-Bulk Deicing Salt	\$44.87	5,500	4,400	5,500	2AKY - S. Chicago
2763 - ClearLane® enhanced deicer	n/a	n/a	n/a	n/a	n/a

THE PRODUCT QUOTED IN THIS AGREEMENT IS INTENDED FOR BULK DEICING USE ONLY.


PLEASE SIGN AND RETURN THIS QUOTE LETTER TO OUR ATTENTION WITHIN TEN (10) BUSINESS DAYS FROM DATE OF LETTER. WE CANNOT UPDATE YOUR ACCOUNT FOR THIS YEAR WITHOUT THE SIGNED QUOTE LETTER.

THIS QUOTE DOES NOT CONSTITUTE AN ORDER! To place an order or if you have any questions, concerning your account, please feel free to contact our Sales Department at 800/600-SALT. All orders are subject to the terms and conditions set forth below.

TERMS AND CONDITIONS - To retain the right to this pricing you are required to remain in compliance with your account's payment and credit terms. Provided this price quote letter is signed and returned within ten (10) business days from the date above, Cargill agrees to hold the pricing firm from **June 22, 2017 through March 31, 2018**. The tonnage figure is an estimate only AND IS SUBJECT TO AVAILABILITY. Cargill has the right to terminate this quote letter at anytime if Cargill runs out of product due to commitments to government customers. Either party in regard to estimated tonnages assumes no obligation. This quotation assumes normal operating conditions at Cargill's terminals and production facilities. Cargill reserves the right to decline orders/shipments for any reasons relating to conditions at the terminals/production facilities, weather conditions, or any other reason that may affect Cargill's ability to accept orders. **Quoted delivery time is 3-5 business days after release of an order, excluding weekends or holidays.** This quote assumes that product will be delivered from or picked up at the terminal set forth above. Sourcing of products from another Cargill facility is subject to availability and additional fees that may be applied to your account. Cargill's sale of product is expressly conditional upon Customer's acceptance of the attached terms and conditions. Any terms which may exist on the Customer's standard purchase order (or similar forms) and which alter or are inconsistent with the terms and conditions will be of no legal force or effect and will not govern the transaction contemplated by this letter

Your Payment Terms are Net 30 Days.

Thank you for the opportunity to be of service. We are looking forward to supplying your salt needs.

Cargill, Incorporated Deicing Technology Business Unit  Roger Wilson Western Territory Manager roger_wilson@cargill.com 920-889-3583 - p 952-249-4003 - f	Accepted
	Signature:
	Name:
	Title:
	e-mail:

Confidential - This document is intended only for the named recipient (i.e., Seller) and contains confidential information. Anyone other than the Seller is not permitted access to this information. Any dissemination or distribution of this information is a breach of the terms and conditions of this document. If you have received this document in error, please advise CDT by reply e-mail / mail at the address above, and delete this document and any email related thereto



Deicing Technology Business Unit
 24950 Country Club Blvd, Suite 450
 North Olmsted, OH 44070

Please notify us of any required changes to your account information. Any incorrect information will delay your account setup.				
Billing Information			Shipping Information	
Name:				
DBA (if applicable)				
Address 1				
Address 2				
City State Zip				
County				
Attn:				
Phone		Fax		e-mail:

TERMS AND CONDITIONS OF COMMERCIAL ROAD SALT SALES	
<p>1. TERMS TO GOVERN. The terms and conditions set forth herein shall constitute the sole terms and conditions of sale for this quotation (the "Quote") and any orders placed thereunder. No other terms or conditions, whether contained in Buyer's purchase order or elsewhere, shall be binding on Seller unless agreed to in writing by Seller.</p> <p>2. TITLE/RISK OF LOSS. Title and risk of loss shall pass to Buyer at the time the goods are delivered to or picked up by Buyer.</p> <p>3. PAYMENT AND CREDIT TERMS. Failure of the Buyer to pay on the due date for products shipped shall give Seller the right, but not the obligation, to suspend further shipment, without notice to the Buyer, until all previous shipments are paid, or to terminate this agreement and seek all available remedies from Buyer. Interest at the maximum rate permitted by law will accrue on all invoices unpaid as of the net due date. All payments by Buyer shall be final 180 days after shipment of the goods and Buyer shall have no right to audit payments or deduct future payments after such date. Notwithstanding anything else herein contained, Seller reserves the right to modify payment terms or to allow no credit whatsoever to Buyer if Seller determines that it cannot grant Buyer the credit terms which are specified herein or Buyer's credit changes. Buyer understands that this reservation is necessary to allow Seller's credit department to have adequate time to review Buyer's credit status.</p> <p>4. WARRANTY AND LIMITATION OF LIABILITY. Seller warrants that it has the right to convey good title to the goods and that the goods will be delivered free of all liens and encumbrances. EXCEPT FOR THE WARRANTIES SPECIFICALLY SET FORTH ABOVE, SELLER DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCTS, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL SELLER BE LIABLE FOR TO BUYER, OR TO ANY THIRD PARTY, FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OF WHATSOEVER NATURE (INCLUDING, BUT NOT LIMITED TO, LOST BUSINESS, LOST PROFITS, DAMAGE TO GOODWILL OR REPUTATION AND/OR DEGRADATION IN VALUE OF BRANDS, TRADEMARKS, TRADENAMES, SERVICE NAMES OR SERVICE MARKS) WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, FAILURE TO WARN, OR STRICT LIABILITY) OR OTHERWISE.</p> <p>5. EXCLUSIVE REMEDY. If upon delivery to Buyer the goods appear not to meet the above warranty, Buyer shall immediately notify Seller who shall have a right to inspect them. Buyer shall not return, repair or dispose of any goods that fail to meet the above warranty without Seller's written consent. In the event Seller breaches the above warranty, Buyer's sole and exclusive remedy and Seller's sole and exclusive liability shall be limited to, at Seller's option, replacement of non-conforming goods with conforming goods or return of the purchase price.</p> <p>6. FORCE MAJEURE. Seller shall be excused for failure to deliver or delay occasioned by conditions beyond Seller's reasonable control, including, but not limited to, Acts of God, fire flood, windstorm, acts of governmental authorities, strikes shortage of raw materials, breakdown, shortage or non-availability of transportation facilities or equipment or any similar event not within Seller's control. In the event Seller is unable to supply the total requirements of its customers, Seller may allocate its available supply among its customers in a manner deemed by Seller to be fair and equitable. If Seller declares force majeure hereunder, Seller may cancel any unperformed portion hereof upon ten (10) days written notice to Buyer.</p>	<p>7. INCREASES. Any advance in applicable freight rates or taxes taking effect before the fulfillment of orders placed under this Quote shall be for Buyer's account. All demurrage or detention charges shall be for Buyer's account. Seller reserves the right to add energy and/or transportation related surcharges for Buyer's account. In addition, if Seller is unable, for any reason, to supply the goods from its plant closest to Buyer's facility, then Seller may, but is not required to, supply the goods from another plant, to the extent it is available, subject to Buyer's payment of all increased freight costs.</p> <p>8. DELIVERY. Buyer shall furnish complete shipping instructions in sufficient time to enable Seller to perform its obligations hereunder. Seller shall not be obligated to make shipment in absence thereof. If more than one delivery is called for, each delivery is to be considered a separate contract for purposes of furnishing complete shipping instructions by Buyer. Unless otherwise provided for herein, if the Quote provides for deliveries over a period exceeding one month, Seller shall not be obligated to deliver in any thirty day period more than approximately equal monthly quantities, in relation to the total amount. The destination routing of shipments will be at Seller's option.</p> <p>9. TERMINATION. If either party breaches any of its obligations under this Quote or any order thereunder, the non-breaching party may give ten (10) day notice of termination, and if the breach has not been cured during the said 30-day period, this Quote shall terminate. In the event Buyer files a voluntary petition in bankruptcy, makes an assignment for the benefit of creditors; is adjudicated as bankrupt; and/or becomes insolvent, Seller may terminate this Agreement effective immediately. Termination, pursuant to this Section, while being in itself a remedy for breach, shall not preclude any other legal or equitable remedy which is available to the terminating party.</p> <p>10. TAXES. Buyer shall be liable for any taxes or other exactions levied by Federal, State or local authorities upon the sale, delivery, storage, consumption or transportation of the goods or services, and if any such items are paid or required to be paid by Seller, the amount shall be added to and become part of the price payable to Seller for such goods or services.</p> <p>11. ASSIGNMENT. The rights and obligations under this Quote are not assignable by Buyer unless in writing and signed by Seller.</p> <p>12. FORWARD CONTRACT. The Parties agree that the transactions hereunder constitute a "forward contract" within the meaning of the United States Bankruptcy Code and that each Party is a "forward contract merchant" within the meaning of the United States Bankruptcy Code.</p> <p>13. CONTRACT AMBIGUITIES. The Parties acknowledge that they have had the opportunity to consult with legal counsel of their own choosing. As a result, the rule of construction that provides that ambiguities in a contract shall be construed against the drafter shall not apply to these terms and conditions and the Parties waive any such defense to the terms of these terms and conditions.</p>



Sold-To ("Purchaser"):

Kelly Mulqueeny
VILLAGE OF TINLEY PARK
16250 S. OAK PARK AVENUE
VILLAGE HALL
TINLEY PARK, IL 60477

Date: July 18, 2017
Document: 139748
Tel: (708) 444-5500
Fax:
Email: kmulqueeny@tinleypark.
Customer #: H705884
Preferred: Fax

Compass Minerals America Inc. (Seller) / Quotation for bulk de-icing salt

Quantity (TN)	Delivery Location	Price Per Ton (USD)	
5,500	Village of Tinley Park Municipal Garage 7980 W. 183 Street TINLEY PARK, IL 60477 Destination #: H762537 Delivery Lead Time: 7 days	51.41 Deliver	Depot: Chicago Export, IL Product: BULK HIGHWAY COARSE W/YPS (6615) Mode of Transport: DUMP (END OR BOTTOM) Distance: 24.5 Miles

*Delivery within 2 to 7 days A.R.O.
*Salt treated with YPS only.

The Customer commits to purchase 80% of the quantity shown and to commence receiving deliveries no later than December 31. Seller may decline any orders for any reason impacting its ability to ship product, including (but not limited to) the availability of product, conditions at the terminal or production facilities, or weather conditions. The Customer will be invoiced for any tons not taken up to the 80% (unless Seller has declined to deliver those tons).

Price(s) effective through Monday, 30 Apr 2018

Purchaser agrees to pay the seller for such salt as and when delivered, in accordance with the price and payment terms stated above and on the reverse side of this form (unless inconsistent with the terms on this page).

Terms are NET 30 days from shipment with approved credit.

- * This proposal is open for acceptance for 20 days following date of issue, and supersedes any and all previous proposals and or contracts. Proposal must be signed indicating acceptance to be valid.
- * Delivered price(s) via dump and based on full truck load quantities.
- * Seller does not commit to a specific delivery lead time. Any lead time specified above is an estimated target only.
- * Product is for bulk end use only and is not intended for blending and packaging without prior consent.
- * Applicable taxes extra
- * Compass Minerals America Inc. has no obligation to store salt after the Term, but if it chooses to make storage available it will be for a fee of \$5 per month per ton.

Thank you for the opportunity to quote on your bulk de-icing salt needs.

Accepted By;

Signature: _____

Title: _____

Sean Lierz
Senior Sales Manager 1-800-323-1641 x9330
Compass Minerals America Inc.

Name: _____

Date: _____

Please sign and return by fax to 913-338-7945 or e-mail highwaygroup@compassminerals.com or by mail
Order placement and inquiries Monday through Friday - 7:00 am to 5:00 pm.

Terms and Conditions of Sale

1. PARTIES. "Seller" is identified in the "Remit To" section and "Buyer" in the "Sold To" section of an invoice to which these Terms and Conditions of Sale ("Agreement") relate or are attached.
2. OFFER. No terms in Buyer's bid, purchase order or other form shall be binding upon Seller. Seller rejects additional/different terms in such Buyer's documents. SELLER'S OFFER IS EXPRESSLY LIMITED TO AND CONDITIONED UPON BUYER'S ACCEPTANCE OF THIS AGREEMENT.
3. PRICES; TAXES. EXCEPT AS OTHERWISE SPECIFIED IN THIS AGREEMENT, PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE. ORDERS WILL BE INVOICED, UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, AT SELLER'S PRICE IN EFFECT ON THE SCHEDULED DATE OF SHIPMENT. Prices on the invoicing document are net of all applicable discounts and promotional allowances. References to "tons" means short tons (2000 lbs.) unless otherwise specified. Any tax or other governmental charges now or hereafter levied upon production, severance, manufacture, delivery, storage, consumption, sale, use or shipment of Products ordered or sold are not included in Seller's price and will be charged to and paid by Buyer.
4. CANCELLATION. Orders may be canceled by Buyer only upon (1) written or oral notice to Seller and accepted in writing by Seller and (2) payment to Seller of reasonable cancellation charges to be solely determined by Seller. Except as otherwise agreed in writing, until the products identified in Buyer's purchase order as accepted by Seller ("Products") are shipped, Seller has no obligation under any order submitted by Buyer (and may cancel the order at any time prior to shipment).
5. PAYMENT; CREDIT; PAST DUE ACCOUNTS. Buyer will make payment to Seller at the time and in the currency specified on Seller's invoicing document. Seller may, in its sole judgment, require such other payment terms as Seller deems appropriate, including full or partial payment in advance of shipment or by letter of credit. Credit payment terms must have the prior approval of Seller's Credit Department and must be specified in writing on Seller's invoicing document. Whenever reasonable grounds for insecurity arise with respect to due payment from Buyer or with respect to Buyer's financial condition generally, Seller reserves the right to stop shipment on notification to Buyer and to demand payment in advance or at the time of delivery for future deliveries or require reasonable assurance of payment, and in the absence thereof, to cancel, without liability, the unfilled portion of Buyer's order. A finance charge of the lesser of 1.5% per month (18% - APR) or the highest rate permitted by law will be assessed on all past due accounts. Interest charged on a past due invoice will be assessed from the date of the invoice. Amounts owed by Buyer with where there is no dispute will be paid without set-off for any amounts that Buyer may claim are owed by Seller. Buyer agrees to reimburse Seller for all attorney fees and court costs in connection with default of these payment terms by Buyer.
6. DELAYS. All orders are subject to Seller's ability to make delivery at the time and in the quantities specified, and Seller shall not be liable for damages for failure to make partial or complete shipment or for any delay in making shipments. Seller shall not be liable for delays or defaults in delivery caused by forces not reasonably within Seller's control (including but not limited to delays or defaults by carriers, extreme cold weather, partial or total failure of Seller's intended production, transportation or delivery facilities, etc., floods, fires, storms, or other acts of God, war or act of public enemy (or civil disturbance), strikes, lock-outs, shortages of labor or raw materials and supplies (including fuel), acts or omissions of Buyer, action of any governmental authority, or other force majeure event). Buyer shall be liable for any added expenses incurred by Seller because of Buyer's delay in furnishing requested information to Seller, delays resulting from order changes by Buyer, or delay in unloading shipments at the delivery point that are the fault of Buyer.
7. SHIPMENT COSTS/TRANSPORTATION MATTERS. Unless otherwise specified on Seller's invoicing document, all transportation charges, including, but not limited to, Seller's and carrier's charges for notification prior to delivery, demurrage, switching, detention, delay in unloading, diversion, or reconsignment shall be the sole responsibility of Buyer. Buyer will assume title and risk of loss concurrently in accordance with Seller's invoicing document. On passage of title, Buyer is then responsible for proper protection of Products and compliance with all regulations and ordinances and will indemnify Seller against all claims for personal injuries or property damage arising from the storage, use or handling of such Products. Claims for damage or shortage in transit must be made by Buyer against the carrier. Buyer has the responsibility to inspect shipments before or during unloading to identify any such damage or shortage and see that appropriate notation is made on the delivery tickets or an inspection report furnished by the local agent of the carrier in order to support a claim. Upon transfer of the Products' risk of loss to Buyer, Buyer is solely responsible for the care, condition, damage or loss of railcars used to deliver the Products until the railcars are released empty by Buyer to the rail carrier. Without Seller's prior written approval, neither Buyer nor any of its employees/agents will divert or export any such railcar to anywhere outside the continental U.S. Even with such Seller's approval, Buyer remains fully responsible for and shall promptly reimburse Seller for all claims, losses, costs, expenses, liabilities, penalties, demands and taxes directly caused by or incidental to such use of the railcars by Buyer.
8. WARRANTY/TIME FOR MAKING CLAIMS. Seller warrants only that it will convey good title to the Products and that, at the time of shipment, the Products will conform to the published specifications of Seller. Seller's specifications are subject to change at any time without notice to Buyer. NO OTHER WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, IS MADE BY SELLER AND SELLER HEREBY DISCLAIMS ALL SUCH OTHER WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. Buyer must notify Seller of any claim with respect to Products, warranty, or any other claim under this Agreement within thirty (30) days of Seller's delivery of Products or such claim is waived. In the event of an alleged breach hereof by Seller, the sole remedy available to Buyer on account of any defect in the Products shall be limited to the replacement of such defective Products by Seller. In the event the remedy provided herein shall be deemed to have failed its essential purpose, then Buyer shall be entitled only to a refund of the amounts paid to Seller for such defective Products. Subject to the notification of claim provision above, no action for breach of the contract for sale or otherwise with respect to Products will be commenced more than one (1) year after the accrual of the cause of action thereto.
9. LIMITATION OF LIABILITY. SELLER'S LIABILITY FOR ANY CLAIM ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT WILL BE LIMITED TO THE NET PURCHASE PRICE ACTUALLY PAID TO SELLER FOR THE PRODUCTS INVOLVED. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES FOR ANY CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, OR TORT (INCLUDING NEGLIGENCE) OR OTHERWISE. Buyer assumes all risks and liability for any damage to persons or property resulting from the use of the Products delivered hereunder in manufacturing processes of Buyer or in combination with other substances or otherwise.
10. INDEMNIFICATION. BUYER SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND SELLER AND ITS AFFILIATES AND THEIR RESPECTIVE PRESENT OR FUTURE EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS, INSURERS, AGENTS AND REPRESENTATIVES (COLLECTIVELY, "INDEMNIFIED PARTIES"), FROM ALL CLAIMS, LIABILITIES, DAMAGES, SUITS, PROCEEDINGS, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) (COLLECTIVELY, "LOSSES"), FOR ANY DAMAGE, INJURY, DEATH, LOSS OR DESTRUCTION OF ANY KIND RELATING TO OR ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, LOSS OR DAMAGE TO ANY PROPERTY OR INJURY TO OR DEATH OF ANY PERSON (INCLUDING, WITHOUT LIMITATION, BUYER OR ITS EMPLOYEES), WHETHER ARISING AS A WORKERS' COMPENSATION CLAIM OR UNDER THEORIES OF NEGLIGENCE, TORT, STRICT LIABILITY, INTENTIONAL MISCONDUCT, OR FAULT OF ANY KIND, AND EVEN IF THE RESULT OR ALLEGED RESULT OF THE CONDUCT, NEGLIGENCE, ERROR, OMISSION, OR BREACH OF THIS AGREEMENT OR NON-COMPLIANCE WITH APPLICABLE LAWS BY ANY INDEMNIFIED PARTIES. THIS PROVISION SHALL SURVIVE EXPIRATION OR TERMINATION OF THIS AGREEMENT.
11. SECURITY INTEREST. Buyer grants to Seller, and Seller retains, a security interest in all Products furnished by Seller and the proceeds thereof, until the purchase price therefor is fully paid. Seller may file any financing statements and give notice of such security interest to third parties as Seller may determine to be necessary to perfect such security interest.
12. LEGAL COMPLIANCE. Buyer and its employees/agents (1) will comply with all applicable U.S. federal, state, local and foreign laws and regulations, including the U.S. Export Administration Regulations, the U.S. Foreign Corrupt Practices Act, and the U.S. Patriot Act, as amended from time to time (collectively, "Laws"); (2) will not subject Seller to any claim, penalty or loss of benefits under the Laws; and (3) will cooperate with Seller in any audit/inspection relating to the Laws. Upon Seller's request, Buyer will deliver a certificate to Seller in a form provided by Seller, certifying such matters as requested by Seller, as required by the Laws, or pertaining to Buyer's intended use of the Products as represented to Seller.
13. MISCELLANEOUS. Matters arising out of or in connection with a sale hereunder will be governed by Kansas laws without regard to conflicts of law rules, and Buyer and Seller consent to the jurisdiction of Johnson County, Kansas courts. Buyer shall not assign this Agreement without Seller's prior written consent. This Agreement constitutes the entire agreement regarding the subject matter hereof; no modification may be made, unless in writing and signed by the parties; and no acknowledgment/acceptance of purchase order forms containing different/additional terms shall have force or effect. Seller's failure to enforce any provision will not be a waiver of its right to enforce such provision or any other provision then or thereafter. Any unenforceable provision shall be enforced to the extent it is enforceable. Any provision intended to survive shall survive this Agreement's termination/expirations and the consummation of the transactions contemplated hereunder.



JUL 18, 2017

Village of Tinley Park
16250 Oak Park Avenue
Tinley Park IL 60477

Dear Sir/Madam

MORTON SALT, INC. is pleased to offer you the following bulk deicing salt pricing for the season 2017/2018.

Description	Valid From	Valid To	Transport Mode	Min Order
Bulk Safe-T-Salt	JUL 01, 2017	APR 30, 2018	Delivered	MS DUMP TRUCK STANDARD U 20 TON
5500 TON	5940025982/720		MORTON CALUMET(CH	44.89 USD per TON
Total Tons:	5500 TON			

Do you wish to change the tonnage? Yes ___ No ___ New tonnage is: _____ Tons

Reason for tonnage change: _____

Delivered prices are based upon full truckload quantities specific to the delivery address shown below.
Normal delivery is 1-5 business days ARO.

Any applicable taxes are extra. Terms are net 30 days. Initial order must be placed by December 31st.

Please review your account information and advise if any changes are required;

Delivery Address:
Village of Tinley Park-IL
7980 183RD ST
TINLEY PARK IL 60477-3679

Print Name: _____
Title: _____
Email Address: _____
Phone Number: _____
Fax Number: _____

Customer #3656176

To confirm and accept this quotation, please sign the acceptance and return via mail (address below), email, or fax within 30 days of the date shown above.

Acceptance:
I accept the MORTON SALT, INC. price for season 2017/2018.

Signature: _____ Date: _____

Return to:
Customer Service
Email: buyroadsalt@mortonsalt.com
Fax: 630-214-0725
444 W Lake St.
Chicago IL 60606



MORTON SALT

To place orders, please contact our Customer Service Department:

Phone: 855-665-4540

Fax: 630-214-0725

Email: buyroadsalt@mortonsalt.com

Normal business hours are 6:00am to 4:00pm CST, M-F.

For your convenience, MasterCard, VISA and American Express are accepted at the time of order placement.

Sincerely,

MORTON SALT, INC.

444 West Lake Street
Suite 3000
Chicago, IL 60606-0090

TEL 312.807.2000
WEB mortonsalt.com

MORTON SALT, INC.
A K+S GROUP COMPANY

5930001475

Page 2 of 3



Terms and Conditions

1. All orders are subject to the conditions set forth hereon, and no agreement or other understanding in any way modifying or supplementing these conditions shall be binding upon Seller unless made in writing and signed by an authorized executive of Seller.
2. This price quotation does not include sales, use, or any other taxes, which will be added to the price, if applicable.
3. Terms of payment are net thirty (30) days (subject to Credit Department approval). The Seller reserves the right to charge a one and a half percent (1½%) per month service charge on amounts outstanding more than thirty (30) days from the date of the invoice, effective as of the thirty-first day from the date of the invoice.
4. Effort will be made to effect shipment as soon as possible after an order is received but Seller shall not be responsible for any delay or failure to deliver caused wholly or in part by any cause not resulting from negligence on the part of Seller, including without limitation, fire, flood, accident, strike, labor trouble, civil commotion, acts of terrorism, war, demands, requests or requirements of governmental authority, failure in production equipment, product availability, inability to obtain fuel, power, raw materials or shipping capacity or acts of God, including snow, ice or other weather related problems. Transportation surcharges may be applied in the event of significant cost increases in transportation beyond the reasonable control of the Seller.
5. All claims of shortages in quantities delivered, quality or delivery of material other than ordered must be made in writing by Buyer within seven (7) days of receipt of shipment and supported by satisfactory evidence. Buyer, by acceptance of the material covered by this transaction, assumes all risk and responsibility incident to the handling and use of said material and for the results obtained through use of said material, and shall indemnify and hold Seller harmless of and from any and all claims with respect thereto.
6. Seller warrants the material sold hereunder is suitable for ice control only. Seller's liability is limited to providing additional material to the extent any material is shown to be otherwise than as warranted, and Seller shall be in no event liable otherwise or for indirect or consequential damages. THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
7. The SELLER reserves the right upon notice to BUYER to condition any future shipments (including those previously ordered or in transit) upon SELLER'S receipt of cash, certified or cashier's check in the amount of the invoice prices of such shipments and inclusive of all freight.
8. Delivered prices are based upon full truckload. Shipments are made in dump trucks carrying 20-25 tons and normally delivered within 5 days. Exceptions to truck minimums: in Michigan-50 ton minimum (or single trailer 25 ton minimum); Utah-40 ton minimum (or single trailer 25 ton minimum or tri-axle truck 18 ton minimum); Ohio piler delivery-200 ton minimum; 10 ton minimum per truck pickup where offered and available. Please give at least 24 hours notice prior to pick-up.
9. Estimated tonnage for existing customers is a weighted average calculation of purchases from Morton Salt in the last five (5) years. Customer requests above the estimated tonnage are subject to product availability and pricing changes. Increases in any of Seller's transportation and warehousing costs, and extraordinary increases in Seller's costs of production, including without limitation, in its costs of energy or package materials, may be passed along to Buyer upon advance notice to cover the increased costs to Seller.
10. Should fuel costs rise to a level requiring carriers to implement a fuel surcharge, the surcharge amount will be additional, and will be shown as a separate line item on the invoice. If implemented, fuel surcharge amounts may vary weekly, and are based on the fuel cost averages published at www.eia.doe.gov.

Memorandum



To: John Urbanski, Assistant Public Works Director
From: Terry Lusby, Jr., Facilities & Fleet Superintendent
Date: July 21, 2017
Subject: Approve Job Order Contract (JOC) With F.H. Paschen For Oak Park Ave. Train Station Chiller

Presented for August 15, 2017 Village Board Agenda for consideration and possible action:

Description: We are requesting authorization to replace the existing chiller at the Oak Park Ave. Train Station utilizing the Job Order Contracting (JOC) procurement method. F.H. Paschen is the awarded general contractor that will perform the work under an existing cooperative contract through the City of Naperville, this contract is for usage by other jurisdictions within Illinois pursuant to 30 ILCS 525 (Procurement #11-082). This contract can be utilized to quickly order repair or alteration construction services under an existing contract through the State of Illinois that satisfies the requirement for competitive bidding. Also, since JOC is administered by a general contractor (F.H. Paschen), adequate coverage is consistently maintained on bonding and insurance requirements. F.H. Paschen is also responsible for all aspects of contract administration, acceptance, and closeout.

Background: The existing chiller is original to the 14 year old building and has experienced several failures in the past. The chiller has also reached life expectancy and should be updated for overall energy efficiency.

Budget/Finance: Funding is budgeted and available in the approved FY18 Capital Projects Budget.

Budget Available	\$107,800.00
<u>Contract Amount</u>	<u>\$96,991.02</u>
Difference – UNDER BUDGET	\$10,808.98

Recommendation:

1. Approve the JOC contract with Gordian/F.H. Paschen, S.N. Nielsen & Associates.
2. Direct staff as necessary.

Attachments:

1. Gordian/F.H. Paschen, S.N. Nielsen & Associates proposal and detailed scope of work



**Job Order Contract
Detailed Scope of Work**

Job Order Number: 050421.00

Date: July 06, 2017

Job Order Name: Village of Tinley Park - Oak Park Ave. Train Station Chiller

Contractor Name: F. H. Paschen, S. N. Nielsen & Associates LLC

Location: 468 - 6720 South St. Tinley Park, IL 60477
6720 South St.
Tinley Park, IL 60477

Detailed Scope of Work

Preliminary

Final

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this Detailed Scope of Work:

Brief Scope of Work:

Replace chiller (Model: 30RAN018CE-511CX) at Oak Park Ave. Train Station.

Detailed Scope of Work:

- Provide crane and labor to remove and dispose of existing chiller, piping, and related materials.
- Supply and install new chiller with all associated piping, pipe insulation, etc.
- Remove and replace electrical connections, disconnect, and all low voltage wiring per unit submittals.
- Startup and balancing of new chiller and on site owner training.
- Proposal includes fees for BNSF permit fee and railroad protective liability insurance coverage required by BNSF.

Detailed Scope of Work - 050421.00

Job Order Contract

Proposal Review Summary - Category

Date: July 06, 2017
Work Order #: 050421.00
Title: Village of Tinley Park - Oak Park Ave. Train Station Chiller
Contractor: 11-082 - F. H. Paschen, S. N. Nielsen & Associates LLC
Proposal Value: \$96,991.02
Proposal Name: Village of Tinley Park - Oak Park Ave. Train Station Chiller
Proposal Submitted: 07/06/2017

BNSF General Conditions:	\$5,000.00
Chiller Replacement:	\$91,991.02
Proposal Total	\$96,991.02

This proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals

The Percent of NPP on this Proposal: 41.14%

Job Order Contract
Proposal Review Detail - Category

Date: July 06, 2017
Work Order #: 050421.00
Title: Village of Tinley Park - Oak Park Ave. Train Station Chiller
Contractor: 11-082 - F. H. Paschen, S. N. Nielsen & Associates LLC
Proposal Value: \$96,991.02
Proposal Name: Village of Tinley Park - Oak Park Ave. Train Station Chiller
Proposal Submitted: 07/06/2017

Rec#	CSI Number	Mod.	UOM	Description	Line Total
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BNSF General Conditions

1	01 22 16 00-0002		EA	Reimbursable Fees Note: Reimbursable Fees will be paid to the contractor for the actual cost of all permits, without mark-up, for which a receipt or bill is received. The Adjustment Factor applied to Reimbursable Fees will be 1.0000. The labor cost involved in obtaining all permits is in the Adjustment Factor. The base cost of the Reimbursable Fee is \$1.00. The quantity used will adjust the base cost to the actual Reimbursable Fee (e.g. quantity of 125 = \$125.00 Reimbursable Fee). If there are multiple Reimbursable Fees, each one shall be listed separately with a comment in the "note" block to identify the Reimbursable Fees (e.g. sidewalk closure, road cut, various permits, extended warrantee, expedited shipping costs, etc.). A copy of each receipt shall be included with the Proposal.	\$5,000.00
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	Quantity	Unit Price	Factor	Total
Installation	5,000.00 x	1.00 x	1.0000 =	\$5,000.00

Contractors Note: Reimbursable fee for project permit required by BNSF, and for project Railroad Protective Liability Insurance Coverage required by BNSF.

Subtotal for BNSF General Conditions: \$5,000.00

Chiller Replacement

2	01 22 23 00-0481		DAY	70 To 75 Ton Lift Hydraulic Crane With Full-Time Operator	\$2,490.03
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	Quantity	Unit Price	Factor	Total
Installation	1.00 x	2,161.67 x	1.1519 =	\$2,490.03

Contractors Note: Crane on site for existing chiller removal and new chiller install.

3	01 22 23 00-0734		DAY	3 Ton, 4 x 2 Flat Bed Truck With Full-Time Truck Driver	\$1,065.29
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	Quantity	Unit Price	Factor	Total
Installation	1.00 x	924.81 x	1.1519 =	\$1,065.29

Contractors Note: Truck to deliver new chiller from mechanical contractors yard, and to haul away removed chiller.

4	01 31 26 00-0004		EA	Minimum Labor Cost, 3 Person Crew Size	\$964.14
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	Quantity	Unit Price	Factor	Total
Installation	1.00 x	837.00 x	1.1519 =	\$964.14

Contractors Note: BAC programming of new chiller.

5	01 31 26 00-0004		EA	Minimum Labor Cost, 3 Person Crew Size	\$964.14
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	Quantity	Unit Price	Factor	Total
Installation	1.00 x	837.00 x	1.1519 =	\$964.14

Contractors Note: Minimum crew charge for electrician to disconnect chiller prior to mechanical demo. Remaining electric work to take place after chiller is replaced.

6	01 71 13 00-0008		EA	70 To 100 Ton Lift Move On/Off Cost, Truck Mounted Crane	\$955.80
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	Quantity	Unit Price	Factor	Total
Installation	1.00 x	829.76 x	1.1519 =	\$955.80

Contractors Note: Crane mobilization.

Proposal Review Detail - Category Continued..

Date: July 06, 2017

Work Order #: 050421.00

Title: Village of Tinley Park - Oak Park Ave. Train Station Chiller

Rec#	CSI Number	Mod.	UOM	Description	Line Total		
Chiller Replacement							
7	01 74 19 00-0013		EA	20 CY Dumpster (3 Ton) "Construction Debris" Note: Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.	\$880.51		
				Quantity	Unit Price	Factor	Total
			Installation	2.00	x 382.20	x 1.1519 =	\$880.51
Contractors Note: Disposal of old chiller and construction debris.							
8	05 05 23 00-0191		EA	5/8" Multi-Set Anchor	\$138.57		
				Quantity	Unit Price	Factor	Total
			Installation	6.00	x 20.05	x 1.1519 =	\$138.57
Contractors Note: Concrete anchors for unit base.							
9	21 01 30 00-0007		GAL	Refill/Recharge, WC, Wet Chemical	\$1,109.51		
				Quantity	Unit Price	Factor	Total
			Installation	40.00	x 24.08	x 1.1519 =	\$1,109.51
Contractors Note: Refill chiller and system piping.							
10	22 07 19 00-0194		LF	2" Diameter Pipe, 2-1/2" Thick Foamglas Insulation	\$2,078.03		
				Quantity	Unit Price	Factor	Total
			Installation	50.00	x 30.92	x 1.1519 =	\$1,780.84
			Demolition	50.00	x 5.16	x 1.1519 =	\$297.19
Contractors Note: Pipe insulation.							
11	22 07 19 00-0194	0048	LF	For Work In Restricted Working Space, Add	\$540.24		
				Quantity	Unit Price	Factor	Total
			Installation	100.00	x 4.69	x 1.1519 =	\$540.24
Contractors Note:							
12	22 07 19 00-0251		LF	2" Diameter Pipe, 4" Thick Foamglas Insulation	\$1,405.09		
				Quantity	Unit Price	Factor	Total
			Installation	20.00	x 52.67	x 1.1519 =	\$1,213.41
			Demolition	20.00	x 8.32	x 1.1519 =	\$191.68
Contractors Note: Pipe insulation.							
13	22 07 19 00-0251	0048	LF	For Work In Restricted Working Space, Add	\$348.80		
				Quantity	Unit Price	Factor	Total
			Installation	40.00	x 7.57	x 1.1519 =	\$348.80
Contractors Note:							
14	23 01 20 00-0099		EA	Shut Down Existing Interior Piping System Note: Includes lock out/tag out and average line tracing. Use when valves are greater than 25' from work.	\$177.51		
				Quantity	Unit Price	Factor	Total
			Installation	1.00	x 154.10	x 1.1519 =	\$177.51
Contractors Note: Shut down chiller piping system.							
15	23 01 60 00-0002		LB	Recovery Of Refrigerant	\$171.06		
				Quantity	Unit Price	Factor	Total
			Installation	25.00	x 5.94	x 1.1519 =	\$171.06
Contractors Note: Recovery of refrigerant.							

Proposal Review Detail - Category Continued..

Date: July 06, 2017
 Work Order #: 050421.00
 Title: Village of Tinley Park - Oak Park Ave. Train Station Chiller

Rec#	CSI Number	Mod.	UOM	Description	Line Total	
Chiller Replacement						
16	23 05 93 00-0029	EA		Water Balance, Air Cool Condenser	\$442.46	
			Quantity	Unit Price	Factor	Total
		Installation	1.00 x	384.11 x	1.1519 =	\$442.46
Contractors Note: Balance condenser.						
17	23 05 93 00-0032	EA		Water Balance, Chiller, Water Cooled	\$643.53	
			Quantity	Unit Price	Factor	Total
		Installation	1.00 x	558.67 x	1.1519 =	\$643.53
Contractors Note: Balance new chiller.						
18	23 09 23 00-0008	HR		EMCS System Controls Training	\$1,746.19	
			Quantity	Unit Price	Factor	Total
		Installation	8.00 x	189.49 x	1.1519 =	\$1,746.19
Contractors Note: Owner operation and maintenance training provided after project completion.						
19	23 09 23 00-0009	HR		EMCS On-Site System Diagnostics Field Technician	\$5,238.56	
			Quantity	Unit Price	Factor	Total
		Installation	24.00 x	189.49 x	1.1519 =	\$5,238.56
Contractors Note: Controls and low voltage field wiring of new chiller per submittal wiring diagram.						
20	23 23 23 00-0002	LB		Refrigerant R-113	\$401.73	
			Quantity	Unit Price	Factor	Total
		Installation	25.00 x	13.95 x	1.1519 =	\$401.73
Contractors Note: New refrigerant.						
21	23 53 16 00-0028	EA		2600 #/Hr Feedwater System With Deaerator, Pumps, And Accessories	\$13,373.24	
			Quantity	Unit Price	Factor	Total
		Installation	1.00 x	10,432.13 x	1.1519 =	\$12,016.77
		Demolition	1.00 x	1,177.59 x	1.1519 =	\$1,356.47
Contractors Note: Demo and replace chiller system piping, connections, and valves as necessary.						
22	23 64 23 00-0005	EA		22 Ton Air Cooled Scroll Compressor Chiller, Electric, With Integral Heat Exchanger	\$5,724.97	
		Excludes Material	Quantity	Unit Price	Factor	Total
		Installation	1.00 x	2,981.40 x	1.1519 =	\$3,434.27
		Demolition	1.00 x	1,988.62 x	1.1519 =	\$2,290.69
Contractors Note: Remove and replace chiller. Line item is labor only. Material cost in NPP line item.						
23	23 73 13 00-0001	EA		20 Ton AquaSnap Packaged Chiller	\$39,900.00	
		NPP Task	Quantity	Unit Price	Factor	Total
		Installation	1.00 x	38,000.00 x	1.0500 =	\$39,900.00
Contractors Note: New Carrier AquaSnap Chiller provided by mechanical contractor. Line item is the unit cost only. Demon and install labor included in alternate line items.						
24	26 01 20 00-0003	EA		Lock Out/Tag Out Breaker Or Motor Starter	\$32.96	
			Quantity	Unit Price	Factor	Total
		Installation	1.00 x	28.61 x	1.1519 =	\$32.96
Contractors Note: Lockout Tagout circuit.						
25	26 01 20 00-0005	EA		Existing Circuit Tracing Per Device	\$18.34	
			Quantity	Unit Price	Factor	Total
		Installation	1.00 x	15.92 x	1.1519 =	\$18.34
Contractors Note: Trace electrical circuit.						

Proposal Review Detail - Category Continued..

Date: July 06, 2017

Work Order #: 050421.00

Title: Village of Tinley Park - Oak Park Ave. Train Station Chiller

Rec# CSI Number Mod. UOM Description Line Total

Chiller Replacement

26 26 05 13 00-0184 EA #6 To 4/0 AWG Cable Termination Without Stress Cone, Medium Voltage To 5 KV \$3,816.34

	Quantity		Unit Price		Factor	Total
Installation	12.00	x	184.38	x	1.1519 =	\$2,548.65
Demolition	12.00	x	91.71	x	1.1519 =	\$1,267.69

Contractors Note: Terminations of new electrical service cabling.

27 26 05 19 00-0378 MLF #6 AWG Cable - XLP (XHHW), 600 V, Single Stranded, Placed In Conduit \$629.54

	Quantity		Unit Price		Factor	Total
Installation	0.30	x	1,486.95	x	1.1519 =	\$513.85
Demolition	0.30	x	334.78	x	1.1519 =	\$115.69

Contractors Note: Ground Wire

28 26 05 19 00-0381 MLF #2 AWG Cable - XLP (XHHW), 600 V, Single Stranded, Placed In Conduit \$1,955.59

	Quantity		Unit Price		Factor	Total
Installation	0.50	x	2,865.35	x	1.1519 =	\$1,650.30
Demolition	0.50	x	530.07	x	1.1519 =	\$305.29

Contractors Note: Electrical service cabling to new chiller.

29 26 05 29 00-0007 LF 1-5/8" Wide x 1-3/8" High, 12 Gauge, Steel Unistrut Channel \$597.15

	Quantity		Unit Price		Factor	Total
Installation	30.00	x	13.79	x	1.1519 =	\$476.54
Demolition	30.00	x	3.49	x	1.1519 =	\$120.60

Contractors Note: Unistrut for new piping and conduit.

30 26 05 33 00-0467 LF 1" RGS Conduit With Coupling, Mounted Exposed On Flat Wall \$480.34

	Quantity		Unit Price		Factor	Total
Installation	60.00	x	6.95	x	1.1519 =	\$480.34

Contractors Note: Exterior conduit for electrical service.

31 26 05 33 00-0467 0037 LF For Work In Restricted Working Space, Add \$100.91

	Quantity		Unit Price		Factor	Total
Installation	60.00	x	1.46	x	1.1519 =	\$100.91

Contractors Note:

32 26 05 33 00-0480 EA 1" RGS 90 Degree Elbow \$143.90

	Quantity		Unit Price		Factor	Total
Installation	4.00	x	31.23	x	1.1519 =	\$143.90

Contractors Note: Conduit fitting

33 26 05 33 00-0480 0037 EA For Work In Restricted Working Space, Add \$36.31

	Quantity		Unit Price		Factor	Total
Installation	4.00	x	7.88	x	1.1519 =	\$36.31

Contractors Note:

34 26 05 33 00-0532 EA 1" RGS Box Connector With Set Screw \$68.93

	Quantity		Unit Price		Factor	Total
Installation	4.00	x	14.96	x	1.1519 =	\$68.93

Contractors Note: Conduit fittings

Proposal Review Detail - Category Continued..

Date: July 06, 2017
 Work Order #: 050421.00
 Title: Village of Tinley Park - Oak Park Ave. Train Station Chiller

Rec#	CSI Number	Mod.	UOM	Description	Line Total		
Chiller Replacement							
35	26 05 33 00-0532	0037	EA	For Work In Restricted Working Space, Add	\$15.34		
				Quantity	Unit Price	Factor	Total
			Installation	4.00 x	3.33 x	1.1519 =	\$15.34
Contractors Note:							
36	26 05 33 00-2019		LF	1" Liquid Tight Flex Conduit	\$109.20		
				Quantity	Unit Price	Factor	Total
			Installation	20.00 x	3.63 x	1.1519 =	\$83.63
			Demolition	20.00 x	1.11 x	1.1519 =	\$25.57
Contractors Note: Remove and replace flex conduit to unit.							
37	26 05 33 00-2019	0058	LF	For Work In Restricted Working Space, Add	\$38.70		
				Quantity	Unit Price	Factor	Total
			Installation	40.00 x	0.84 x	1.1519 =	\$38.70
Contractors Note:							
38	26 28 16 00-0200		EA	100 A Fused Disconnect Switch, NEMA 3R, Heavy Duty, With Fuses, 600 V, 3 Phase	\$1,607.41		
				Quantity	Unit Price	Factor	Total
			Installation	1.00 x	1,159.67 x	1.1519 =	\$1,335.82
			Demolition	1.00 x	235.77 x	1.1519 =	\$271.58
Contractors Note: New electrical disconnect.							
39	27 11 19 00-0015		EA	>25 To 50 Connections At Patch Panel Per Termination Note: Includes testing port.	\$202.68		
				Quantity	Unit Price	Factor	Total
			Installation	45.00 x	3.91 x	1.1519 =	\$202.68
Contractors Note: Punch down low voltage and control wiring.							
40	27 14 13 16-0299		MLF	1 Pair #18 AWG, Solid, Low Voltage, Placed In Conduit, Alarm And Communications Cable	\$681.22		
				Quantity	Unit Price	Factor	Total
			Installation	0.50 x	707.81 x	1.1519 =	\$407.66
			Demolition	0.50 x	474.97 x	1.1519 =	\$273.56
Contractors Note: Low voltage field cabling of chiller controls.							
41	41 01 20 00-0003		HR	Hoist Or Crane Servicing, Labor Only	\$696.76		
				Quantity	Unit Price	Factor	Total
			Installation	8.00 x	75.61 x	1.1519 =	\$696.76
Contractors Note: Rigging and signaling for demo and new unit crane pick.							

Subtotal for Chiller Replacement: \$91,991.02

Proposal Total \$96,991.02

This proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

The Percent of NPP on this Proposal: 41.14%

Memorandum



To: John Urbanski, Assistant Public Works Director
From: Terry Lusby, Jr., Facilities & Fleet Superintendent
Date: July 21, 2017
Subject: Approve Job Order Contract (JOC) With F.H. Paschen For Police Station Roof Top Units (Two Units)

Presented for August 15, 2017 Village Board Agenda for consideration and possible action:

Description: We are requesting authorization to replace the existing 2 (Two) Roof Top Units at the Police Station utilizing the Job Order Contracting (JOC) procurement method. F.H. Paschen is the awarded general contractor that will perform the work under an existing cooperative contract through the City of Naperville, this contract is for usage by other jurisdictions within Illinois pursuant to 30 ILCS 525 (Procurement #11-082). This contract can be utilized to quickly order repair or alteration construction services under an existing contract through the State of Illinois that satisfies the requirement for competitive bidding. Also, since JOC is administered by a general contractor (F.H. Paschen), adequate coverage is consistently maintained on bonding and insurance requirements. F.H. Paschen is also responsible for all aspects of contract administration, acceptance, and closeout.

Background: The existing 2 (Two) Roof Top Units are original to the 18 year old building and have experienced several failures in the past. The Roof Top Units have also reached their life expectancy and should be updated for overall energy efficiency.

Budget/Finance: Funding is budgeted and available in the approved FY18 Capital Projects Budget.

Budget Available	\$307,240.00
<u>Contract Amount</u>	<u>\$224,368.10</u>
Difference – UNDER BUDGET	\$82,871.90

Recommendation:

1. Approve the JOC contract with Gordian/F.H. Paschen, S.N. Nielsen & Associates.
2. Direct staff as necessary.

Attachments:

1. Gordian/F.H. Paschen, S.N. Nielsen & Associates proposal and detailed scope of work



Job Order Contract
Detailed Scope of Work

Job Order Number: 050418.00
Job Order Name: Village of Tinley Park - police station roof top units
Contractor Name: F. H. Paschen, S. N. Nielsen & Associates LLC
Location: 467 - 7850 W. 183rd St. Tinley Park, IL 60477
7850 W. 183rd St.
Tinley Park, IL 60477

Date: July 06, 2017

Detailed Scope of Work

Preliminary

Final

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this Detailed Scope of Work:

Brief Scope of Work:

Replace two Carrier (Model: 30RAN018CE-511CX/50EK-044—510FD) rooftop units at the police station.

Detailed Scope of Work:

- Disconnect, remove, and replace two existing rooftop units from the Tinley Park PD. Units to be removed one at a time in order to keep on unit operational at all times.
- Disconnect and demo electrical as needed.
- Provide crane for two separate crane pics.
- Disposal of old units.
- Fabricate and install unistrut rack and relocate antennas and low voltage devices to new rack.
- Connect new units to BAC system.
- Connect new units to electrical circuits and terminate cables.
- Startup of new units and owner operation and maintenance training.

Detailed Scope of Work - 050418.00

Job Order Contract

Proposal Review Summary - Category

Date: July 06, 2017
Work Order #: 050418.00
Title: Village of Tinley Park - police station roof top units
Contractor: 11-082 - F. H. Paschen, S. N. Nielsen & Associates LLC
Proposal Value: \$224,368.10
Proposal Name: Village of Tinley Park - police station roof top units
Proposal Submitted: 07/06/2017

Tinley PD Rooftop Units:	\$224,368.10
Proposal Total	\$224,368.10

This proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

The Percent of NPP on this Proposal: 10.18%

Job Order Contract
Proposal Review Detail - Category

Date: July 06, 2017
Work Order #: 050418.00
Title: Village of Tinley Park - police station roof top units
Contractor: 11-082 - F. H. Paschen, S. N. Nielsen & Associates LLC
Proposal Value: \$224,368.10
Proposal Name: Village of Tinley Park - police station roof top units
Proposal Submitted: 07/06/2017

Rec#	CSI Number	Mod.	UOM	Description	Line Total		
Tinley PD Rooftop Units							
1	01 22 23 00-0497		DAY	125 Ton Lift Mechanical Crane With Full-Time Operator	\$7,038.71		
				Quantity	Unit Price	Factor	Total
				Installation	2.00 x 3,055.26 x	1.1519 =	\$7,038.71
Contractors Note: Crane on site two separate days to remove and replace existing rooftop units.							
2	01 22 23 00-0734		DAY	3 Ton, 4 x 2 Flat Bed Truck With Full-Time Truck Driver	\$2,130.58		
				Quantity	Unit Price	Factor	Total
				Installation	2.00 x 924.81 x	1.1519 =	\$2,130.58
Contractors Note: Truck on site to deliver new unit to Tinley PD from mechanical contractors yard. Truck to stay on site so removed roof top unit can be loaded and hauled away. Two mobilizations to replace rooftop units, one after the other.							
3	01 71 13 00-0011		EA	125 Ton Lift Move On/Off Cost, Mechanical Crane	\$3,038.97		
				Quantity	Unit Price	Factor	Total
				Installation	2.00 x 1,319.11 x	1.1519 =	\$3,038.97
Contractors Note: Mobilize crane to jobsite two times.							
4	01 74 19 00-0013		EA	20 CY Dumpster (3 Ton) "Construction Debris" Note: Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.	\$880.51		
				Quantity	Unit Price	Factor	Total
				Installation	2.00 x 382.20 x	1.1519 =	\$880.51
Contractors Note: Disposal of removed rooftop units.							
5	23 01 60 00-0002		LB	Recovery Of Refrigerant	\$684.23		
				Quantity	Unit Price	Factor	Total
				Installation	100.00 x 5.94 x	1.1519 =	\$684.23
Contractors Note: Recovery of refrigerant prior to demo.							
6	23 05 93 00-0013		EA	Balancing Variable Volume Air Handling Unit	\$2,252.33		
				Quantity	Unit Price	Factor	Total
				Installation	2.00 x 977.66 x	1.1519 =	\$2,252.33
Contractors Note: Balancing of new rooftop units. Interior balancing within building is not required per Mechanical Contractor.							
7	23 09 23 00-0003		LS	Tinley Park PD DDC Work for RTU Replacement	\$22,837.50		
				Quantity	Unit Price	Factor	Total
				Installation	1.00 x 21,750.00 x	1.0500 =	\$22,837.50
Contractors Note: BAC control work required to disconnect existing units and to connect new units to the building controls system.							
8	23 09 23 00-0008		HR	EMCS System Controls Training	\$1,746.19		
				Quantity	Unit Price	Factor	Total
				Installation	8.00 x 189.49 x	1.1519 =	\$1,746.19
Contractors Note: Operation and maintenance training for owners staff upon project completion.							

Proposal Review Detail - Category Continued..

Date: July 06, 2017
 Work Order #: 050418.00
 Title: Village of Tinley Park - police station roof top units

Rec#	CSI Number	Mod.	UOM	Description	Line Total			
Tinley PD Rooftop Units								
9	23 09 23 00-0009		HR	EMCS On-Site System Diagnostics Field Technician	\$3,492.38			
				Quantity	Unit Price	Factor	Total	
				Installation	16.00 x	189.49 x	1.1519 =	\$3,492.38
Contractors Note: Certified technician to start up new rooftop units. Two start ups included as only one unit will be replaced at a time.								
10	23 23 23 00-0002		LB	Refrigerant R-113	\$1,606.90			
				Quantity	Unit Price	Factor	Total	
				Installation	100.00 x	13.95 x	1.1519 =	\$1,606.90
Contractors Note: Charge refrigerant systems after installation.								
11	23 73 13 00-0073		EA	16500 CFM Multizone Air Handling Unit, Built-Up, Horizontal / Vertical, Draw-Through Fan	\$87,625.42			
				Quantity	Unit Price	Factor	Total	
				Installation	2.00 x	33,100.51 x	1.1519 =	\$76,256.95
				Demolition	2.00 x	4,934.66 x	1.1519 =	\$11,368.47
Contractors Note: Demo two existing rooftop units. Supply and install two new Carrier units.								
12	23 73 13 00-0073	0351	EA	For Economizer, Including Panel, Controls And Damper(s), Add	\$6,837.66			
				Quantity	Unit Price	Factor	Total	
				Installation	2.00 x	2,967.99 x	1.1519 =	\$6,837.66
Contractors Note:								
13	23 73 13 00-0073	0357	EA	For Combination Filter Mixing Box And Throwaway Filters, Add	\$16,629.47			
				Quantity	Unit Price	Factor	Total	
				Installation	2.00 x	7,218.28 x	1.1519 =	\$16,629.47
Contractors Note:								
14	23 73 13 00-0073	0361	EA	For Electric Heating Coil, Add	\$8,826.20			
				Quantity	Unit Price	Factor	Total	
				Installation	2.00 x	3,831.15 x	1.1519 =	\$8,826.20
Contractors Note:								
15	23 73 13 00-0073	0363	EA	For Direct Expansion Cooling Coil, Aluminum Fins, Add	\$28,634.53			
				Quantity	Unit Price	Factor	Total	
				Installation	2.00 x	12,429.26 x	1.1519 =	\$28,634.53
Contractors Note:								
16	23 73 13 00-0073	0378	EA	For 2 Coils, Independent Circuits, Add	\$8,826.20			
				Quantity	Unit Price	Factor	Total	
				Installation	2.00 x	3,831.15 x	1.1519 =	\$8,826.20
Contractors Note:								
17	23 81 26 00-0064		LF	3/4" ID Condensate Drain Line	\$89.85			
				Quantity	Unit Price	Factor	Total	
				Installation	50.00 x	1.46 x	1.1519 =	\$84.09
				Demolition	50.00 x	0.10 x	1.1519 =	\$5.76
Contractors Note: Remove and replace condensate drain lines.								
18	26 01 20 00-0003		EA	Lock Out/Tag Out Breaker Or Motor Starter	\$65.91			
				Quantity	Unit Price	Factor	Total	
				Installation	2.00 x	28.61 x	1.1519 =	\$65.91
Contractors Note: Lock out tag out circuits								

Proposal Review Detail - Category Continued..

Date: July 06, 2017
 Work Order #: 050418.00
 Title: Village of Tinley Park - police station roof top units

Rec#	CSI Number	Mod.	UOM	Description	Line Total	
Tinley PD Rooftop Units						
19	26 01 20 00-0005	EA		Existing Circuit Tracing Per Device	\$36.68	
			Quantity	Unit Price	Factor	Total
		Installation	2.00 x	15.92 x	1.1519 =	\$36.68
Contractors Note: Trace circuits for lockout tagout						
20	26 05 13 00-0013	MLF		500 MCM Cable, XLP, 5 KV, Placed In Conduit, Shielded, Single Conductor	\$4,061.21	
			Quantity	Unit Price	Factor	Total
		Installation	0.20 x	15,792.11 x	1.1519 =	\$3,638.19
		Demolition	0.20 x	1,836.18 x	1.1519 =	\$423.02
Contractors Note: Remove power cabling to existing rooftop units. Re-wire new rooftop units to existing power circuits.						
21	26 05 13 00-0185	EA		250 To 500 MCM Cable Termination Without Stress Cone, Medium Voltage To 5 KV	\$5,974.77	
			Quantity	Unit Price	Factor	Total
		Installation	16.00 x	217.18 x	1.1519 =	\$4,002.71
		Demolition	16.00 x	107.00 x	1.1519 =	\$1,972.05
Contractors Note: Disconnect existing power cables and termination of power cables in new unit.						
22	26 05 29 00-0007	LF		1-5/8" Wide x 1-3/8" High, 12 Gauge, Steel Unistrut Channel	\$953.08	
			Quantity	Unit Price	Factor	Total
		Installation	60.00 x	13.79 x	1.1519 =	\$953.08
Contractors Note: Fabricate and install unistrut rack for antennas and associated low voltage devices.						
23	26 05 33 00-0712	LF		3/4" EMT Conduit, Mounted Exposed On Flat Wall	\$224.04	
			Quantity	Unit Price	Factor	Total
		Installation	50.00 x	3.89 x	1.1519 =	\$224.04
Contractors Note: Conduit installed for BAC contractor.						
24	26 05 33 00-0745	EA		3/4" EMT Compression Coupling	\$35.94	
			Quantity	Unit Price	Factor	Total
		Installation	6.00 x	5.20 x	1.1519 =	\$35.94
Contractors Note: Conduit fittings						
25	26 05 33 00-0778	EA		3/4" EMT Box Connector, Compression	\$41.95	
			Quantity	Unit Price	Factor	Total
		Installation	6.00 x	6.07 x	1.1519 =	\$41.95
Contractors Note: Conduit fittings						
26	26 05 33 00-2018	LF		3/4" Liquid Tight Flex Conduit	\$231.19	
			Quantity	Unit Price	Factor	Total
		Installation	45.00 x	3.35 x	1.1519 =	\$173.65
		Demolition	45.00 x	1.11 x	1.1519 =	\$57.54
Contractors Note: Remove and replace flex conduit for controls and antennas.						
27	26 05 33 00-2024	LF		3" Liquid Tight Flex Conduit	\$762.56	
			Quantity	Unit Price	Factor	Total
		Installation	40.00 x	13.48 x	1.1519 =	\$621.10
		Demolition	40.00 x	3.07 x	1.1519 =	\$141.45
Contractors Note: Remove and replace flex conduit for unit main feeds.						

Proposal Review Detail - Category Continued..

Date: July 06, 2017
 Work Order #: 050418.00
 Title: Village of Tinley Park - police station roof top units

Rec#	CSI Number	Mod.	UOM	Description	Line Total	
Tinley PD Rooftop Units						
28	26 28 16 00-0230	EA		400 A Non-Fused, NEMA 3R, Heavy Duty Disconnect Switch, 240 V, 3 Phase	\$6,793.38	
			Quantity	Unit Price	Factor	Total
		Installation	2.00 x	2,442.83 x	1.1519 =	\$5,627.79
		Demolition	2.00 x	505.94 x	1.1519 =	\$1,165.58
Contractors Note: Remove existing disconnect switches and installation of new disconnects.						
29	27 41 16 00-0046	EA		Multi-Band Radio Antenna	\$616.24	
	Excludes Material		Quantity	Unit Price	Factor	Total
		Installation	2.00 x	152.85 x	1.1519 =	\$352.14
		Demolition	2.00 x	114.64 x	1.1519 =	\$264.11
Contractors Note: Remove and reinstall antennas on unistrut rack. Line item is labor only.						
30	41 01 20 00-0003	HR		Hoist Or Crane Servicing, Labor Only	\$1,393.52	
			Quantity	Unit Price	Factor	Total
		Installation	16.00 x	75.61 x	1.1519 =	\$1,393.52
Contractors Note: Certified rigger and crane signaler on site for (2) separate crane picks.						

Subtotal for Tinley PD Rooftop Units: \$224,368.10

Proposal Total \$224,368.10

This proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

The Percent of NPP on this Proposal: 10.18%

Memorandum



To: John Urbanski, Assistant Public Works Director
From: Ian Wade, Village Engineer
Date: July 21, 2017
Subject: Contract Award: Inspection and Design of Exterior Coating of Potable Water Reservoirs at Post 2

Presented for August 8, 2017 Village Board Agenda for consideration and possible action:

Description: This contract includes the preliminary inspection, design, and construction oversight (inspection) for the exterior coating of the 5M gallon potable water reservoirs at Post 2.

Background: As standard practice in maintaining these types of reservoirs, routine inspection and recoating of the exterior walls is necessary. Dixon Engineering, Inc. specializes in the design and oversight of this process. The scope of services to be provided by Dixon on this project includes:

- Preliminary inspection of reservoir including concrete surfaces, exterior coating, exterior appurtenances, foundations, interior roof, and safety procedures
- Develop the scope of repairs and coating, including project plans and specifications for contractor bidding
- Attend pre-construction meeting with contractor selected
- Provide twenty-seven (27) critical phase inspections for each reservoir during construction activities. Note that due to humidity and transpiration concerns, the tanks must be drained prior to coating and therefore must be done one at a time to maintain Post operation. This sequencing as well as the requirement to inspect each phase/layer of coating in order to validate the contractor and manufacturer's warranties makes the quantity of inspections proposed necessary.

Recommendation: Public Works recommends the execution of the four inspection and design proposals totaling \$52,290 from Dixon Engineering, Inc. for the services described above. Note that this amount includes a value-engineered scope consolidation to host a single pre-construction meeting and provide one set of plans and specifications which includes both reservoirs. This consolidation resulted in a savings of \$4,400 to the Village over the original estimate from Dixon.

Budget / Finance: \$500,000 is budgeted and available for the inspection, design, and construction of this project in the FY18 Capital Projects Budget.

Staff Direction Request:

1. Approve the proposals from Dixon Engineering, Inc. totaling \$52,290 for the inspection and design of the exterior coating of the potable water reservoirs at Post 2.
2. Direct Staff as necessary.



DIXON

**ENGINEERING & INSPECTION SERVICES
FOR THE COATING INDUSTRY**

5307 South 92nd Street
Suite 125
Hales Corners, WI 53130
Telephone: (630) 220-1410

July 10, 2017

Mr. Ian Wade
Village of Tinley Park
16250 Oak Park Avenue
Tinley Park, IL 60477

Subject: Inspection Services Proposal for 5,000,000 Gallon Concrete Reservoir – Post 2 - South

Dear Mr. Wade:

Enclosed is a preliminary maintenance proposal for an ROV with float inspection of the 5,000,000 gallon concrete reservoir, post 2 - South. The Basis of Payment for an ROV inspection is Lump Sum for travel, inspection and report.

Our Proposal/Contract form consists of the Contract Provisions and Schedules A, B, and C. Schedule A includes a detailed Scope of Services for both the Owner and DIXON. Schedule B includes fees and terms of payment. Schedule C provides billing rates for additional services that may be provided during the inspection. The Proposal/Contract form becomes a Contract when the proposal is accepted and signed by the Owner, and then signed by DIXON.

We appreciate the opportunity to submit this proposal. If you have any questions, please feel free to contact me at (630) 220-1410 or brad.schotanus@dixonengineering.net.

FOR DIXON ENGINEERING, INC.,

Brad Schotanus
Project Manager

Enclosure

**Members: Society of Protective Coatings • American Water Works Association
Consulting Engineers Council**



DIXON

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Suite 125
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Telephone: (630) 220-1410

**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND DIXON
FOR PROFESSIONAL SERVICES**

5,000,000 Gallon Concrete Reservoir, (Post 2 - South), #13-16-107-06

THIS IS AN AGREEMENT effective as of [_____] ("Effective Date") between [Village of Tinley Park, Illinois] ("Owner") and Engineer ("Dixon Engineering, Inc.").

1.01 SIGNATURES:

Brad Schotanus, Project Manager

July 10, 2017

PROPOSED by DIXON (not a contract until approved by Project Manager or Officer)

Proposal Date

CONTRACT Approved by Owner

Position

Date

CO SIGNATURE (If Required)

Date

CONTRACT APPROVED by DIXON PROJECT MANAGER

Date

Address for OWNER'S receipt of Notices

Address for DIXON'S receipt of Notices

5307 South 92nd Street

Suite 125

Hales Corners, WI 53130

1.02 CONTRACT/PROPOSAL:

- A. Signatures acknowledge that this Contract consists of **10** pages.
- B. Owner's Project, of which DIXON's services under this Agreement are a part, is generally identified as follows: [5,000,000 Gallon Concrete Reservoir] ("Project").
- C. DIXON's services under this Agreement are generally identified as follows, and further definition of Services by both Owner and DIXON are included as Preliminary Maintenance Inspection Services (ROV & Float) per Schedule A

Owner and DIXON further agree as follows:

2.01 BASIC AGREEMENT:

- A. DIXON shall provide or furnish the Services set forth in this Agreement. Services are delineated for both the Owner and DIXON in Schedule A – Scope of Services. If authorized by Owner, or if required because of changes in the Project, DIXON shall furnish services in addition to those set forth above (“Additional Services”).
- B. DIXON shall complete its Services within a reasonable period of time.
- C. If, through no fault of DIXON, such periods of time or dates are changed, or the orderly and continuous progress of DIXON’s Services is impaired, or DIXON’s Services are delayed or suspended, then the time for completion of DIXON’s Services, and the rates and amounts of DIXON’s compensation, shall be adjusted equitably.

3.01 PAYMENT PROCEDURES:

- A. Invoices: DIXON will prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. Additional financial terms are found in Schedule B.
- B. Payment: As compensation for DIXON providing or furnishing Services and Additional Services, Owner shall pay DIXON as set forth in Paragraphs 3.01 (Payment Procedures), 3.02 (Basis of Payment), and 3.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise DIXON in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

3.02 BASIS OF PAYMENT:

- A. Owner shall pay DIXON for services as follows:
 - 1. Lump Sum amount of **Three Thousand, Eight Hundred, and Seventy Dollars (\$3,870.00)**. See Schedule B for cost breakdown of services.

3.03 ADDITIONAL SERVICES: For Additional Services, Owner shall pay DIXON an amount equal to the cumulative hours charged in providing the Additional Services by each of DIXON’s employees, times standard hourly rates for each applicable billing classification; plus reimbursement of expenses incurred in connection with providing the Additional Services and DIXON’s consultants’ charges, if any. DIXON's standard hourly rates and terms are attached as Schedule C.

4.01 ATTACHMENTS:

- 1. Schedule A – Scope of Work of both the Owner and DIXON.
- 2. Schedule B – Cost breakdown per phase of Work and Additional Terms of Payments.
- 3. Schedule C – DIXON Employee Billable Rates and Terms.

SCHEDULE A
Preliminary Maintenance Inspection (ROV & Float)
5,000,000 Gallon Concrete Reservoir, (Post 2 - South), #13-16-107-06
Tinley Park, Illinois

A. Scope of Services Performed by Owner (ROV):

1. Provide scheduling for mutually agreeable inspection date.
2. Provide access to DIXON personnel to all areas scheduled for inspection.
3. Provide insurance for Owner's personnel. They are not covered by DIXON's insurance.
4. Perform chlorine residuals and bacteriological testing after completion of the inspection.
5. Fill the tank to the normal high water operating level and if possible, isolate it from the system while the ROV is in the tank. If it is not possible to isolate the tank, keep inlet or outlet flow rates to a minimum. This is necessary to minimize turbulence and increase the chance of clear video being recorded.

B. Scope of Services Performed by Owner (Float):

1. Provide scheduling for mutually agreeable inspection date.
2. Provide access to DIXON personnel to all areas scheduled for inspection.
3. Provide insurance for Owner's personnel. They are not covered by DIXON's insurance.
4. Maintain water level at full capacity, or a level which allows a raft and inspector access without interference with the roof.
5. The Owner is not required to provide personnel to climb the tank; however, he is welcome to do so. A hard hat is required on this employee and any employee on the ground. DIXON does carry additional safety harnesses which can be used by the Owner's personnel; however, if the tank contains a fall prevention device, that device shall be used. DIXON personnel carry their own personal safety equipment for that purpose. DIXON will assist the Owner's personnel in inspecting the exterior of the tank on the balcony and roof. If there is a bottom manhole into the wet interior of a sphere, hydropillar, or composite, or a ladder from the roof manhole, the Owner's personnel may enter. If DIXON is required to rig the tank using their own rope ladder and/or rigged line for descent through the riser, the Owner's personnel will not be allowed access. Owner's personnel shall not be permitted in the interior of the tank.
6. Operate the system or isolate the tank with the tank in-service at full capacity.

C. Scope of Services Performed by DIXON (ROV):

1. Perform visual inspection of concrete reservoir. Submerged surfaces to be inspected by remotely operated vehicle (ROV).
2. Inspect concrete surfaces for spalling, erosion, or other deterioration.

3. Inspect concrete for cracking and quantify cracks, if any.
4. Visually inspect concrete for evidence of corrosion or rebar, quantify exposed rebar, and condition, if any. (Note: Corrosion study of covered rebar will not be performed.)
5. Inspect the exterior coating.
6. Review all exterior appurtenances for damage due to corrosion.
7. Review the exterior of the exposed foundations.
8. Review all safety requirements for ladders, cages, etc.
9. Review all health requirements of the tank, including screening of the vent, overflow pipe, and other possible contamination sources. Notification of failed areas will be provided to the Owner on site.
10. Prepare a report documenting all items found and recommendations for repair, including budgetary items. The engineering report is to include: Conclusions and recommendations, base report, digital photographs with descriptions, an edited inspection video on flash drive, and a field inspection report.

D. Scope of Services Performed by DIXON (Float):

1. Interior roof to be inspected by inflatable raft. Inspection results will be documented in final report described in DIXON ROV Scope of Services.

SCHEDULE B

**Preliminary Maintenance Inspection (ROV & Float)
5,000,000 Gallon Concrete Reservoir, (Post 2 - South), #13-16-107-06
Tinley Park, Illinois**

1. Payment for Items 1 through 10, DIXON (Float) Scope of Services, travel time, and preparation of report as outlined in Schedule A –Scope of Services Performed by DIXON is a lump sum amount of **\$3,870.00**.
2. All DIXON service invoices which are paid within ten (10) days of date of issue shall be discounted (Owner's favor) one percent (1%).
3. All DIXON service invoices which are outstanding more than sixty (60) days from invoice date shall be assessed (DIXON's favor) one percent (1%) per month interest from date thirty days after invoice date.

SCHEDULE C
Illinois, Iowa, Minnesota, and Wisconsin
Employee Billable Rates and Terms

<u>Labor Class</u>	<u>Per Hour</u>	<u>Overtime Rate*</u>
Principal.....	\$250.00	
Expert Witness (Office, Travel & Court).....	\$250.00	
Associate.....	\$175.00	\$262.50
Project Manager.....	\$150.00	\$225.00
Assistant Project Manager.....	\$100.00	\$150.00
Registered Professional Engineer.....	\$175.00	\$262.50
Structural Engineer.....	\$150.00	\$225.00
Staff Engineer.....	\$125.00	\$187.50
CAWI or CWI Welding Inspector.....	\$125.00	\$187.50
Certified NACE Inspector.....	\$125.00	\$187.50
Inspector – Level III.....	\$105.00	\$157.50
Inspector – Level II.....	\$95.00	\$142.50
Inspector – Level I.....	\$85.00	\$127.50
Contract Support Staff.....	\$100.00	\$150.00
Project or Board Meetings.....	Time & Expenses – Including Preparation Time**	

*All Saturday, Sunday, and holiday inspections, plus any time over 40 hours per week are at overtime rate. Overtime rate is 1 ½ times the hourly rate. Overtime rate does not apply to Principal.

**All meetings held on Saturday, Sunday, or holidays are considered overtime for invoicing purposes.

<u>Expenses</u>	<u>Metropolitan</u>	<u>Out-State</u>
Mileage.....	\$0.70/mile + tolls	\$0.60/mile
Meals & Lodging.....	\$155.00 per diem	\$145.00 per diem
Without Lodging.....	\$40.00 per diem	\$35.00 per diem
Air Travel.....	Business fare from Chicago O’Hare, Des Moines, Minneapolis, Madison, or Milwaukee + full size car rental	
Material (gaskets, cathodic caps, light bulbs, vent screens, etc.)	Labor & Material + 20%	

FEES EFFECTIVE THROUGH: December 31, 2017

Revised: 03/20/2017

EJCDC® E-520, 2015 Edition of Short Form of Agreement Between Owner and DIXON for Professional Services. DIXON is required to notify all parties that under license to EJCDC DIXON has made minor modifications, and that this is therefore not an EJCDC document.

Owner and DIXON further agree as follows:

5.01 TERMINATION:

- A. The obligation to continue performance under this Agreement may be terminated:
 - 1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay DIXON for its services is a substantial failure to perform and a basis for termination.
 - b. By DIXON:
 - 1) upon seven days written notice if Owner demands that DIXON furnish or perform services contrary to DIXON's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the DIXON's Services are delayed for more than 90 days for reasons beyond DIXON's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.01.I.
 - c. DIXON shall have no liability to Owner on account of a termination for cause by DIXON.
 - d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 - 2. For convenience, by Owner effective upon DIXON's receipt of written notice from Owner.
- B. In the event of any termination under Paragraph 4.01, DIXON will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services
- C. Effective Date of Termination: The terminating party under Paragraph 4.01.A.1 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow DIXON to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files. Costs associated with any further work that is needed to prevent adverse impact on the project are to be negotiated and considered Additional Services.

6.01 SUCCESSORS, ASSIGNS, AND BENEFICIARIES:

- A. Owner and DIXON are hereby bound and the successors, executors, administrators, and legal representatives of Owner and DIXON (and to the extent permitted by Paragraph 5.01.B the assigns of Owner and DIXON) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor DIXON may assign, sublet, or transfer any rights under or interest in this Agreement without the written consent of the other party, except to the extent that any

assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or DIXON to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and DIXON and not for the benefit of any other party.

7.01 GENERAL CONSIDERATIONS:

- A. The standard of care for all professional related services performed or furnished by DIXON under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. DIXON makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by DIXON. Subject to the foregoing standard of care, DIXON and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. DIXON shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall DIXON have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. DIXON shall not be responsible for the acts or omissions of any Constructor.
- C. DIXON neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work without regard to DIXON's relation to that Work.
- D. DIXON's opinions (if any) of probable construction cost are to be made on the basis of DIXON's experience, qualifications, and general familiarity with the construction industry. However, because DIXON has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, DIXON cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by DIXON. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. DIXON shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by DIXON or its consultants.
- F. All documents prepared or furnished by DIXON are instruments of service, and DIXON retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by DIXON of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:

1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by DIXON, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by DIXON;
 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by DIXON, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to DIXON or to its officers, directors, members, partners, agents, employees, and consultants;
 3. Owner shall indemnify and hold harmless DIXON and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by DIXON; and such limited license to Owner shall not create any rights in third parties.
- G. Owner and DIXON may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. To the fullest extent permitted by law, Owner and DIXON (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that DIXON's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by DIXON, whichever is greater.
1. Limitation of Liability: DIXON and Owner agree that they shall each be responsible for their own negligence and that neither party shall, under any circumstances, be responsible for the negligent acts or omissions of the other party.
 2. Percentage Share of Negligence: To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, and all other negligent entities and individuals.
- I. The parties acknowledge that DIXON's Services do not include any services related to unknown or undisclosed Constituents of Concern. If DIXON or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then DIXON may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
1. Constituents of Concern normally associated with coating projects can be hidden or occur as a result of the Work. These include metals and organic solvents. These material still are considered as Constituents of Concern only they are known or anticipated. But these constituents of concern, including lead, chrome, cadmium, mercury, and coating solvents shall not be a trigger for project termination by either DIXON or Owner.
- J. Owner and DIXON agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If Owner/DIXON negotiations are unsuccessful in resolving the dispute,

then the dispute shall be negotiated by a third party agreeable to both parties and the neutral negotiator's determination shall be legally binding on both parties.

- K. This Agreement is to be governed by the law of the state in which the Project is located.
- L. DIXON's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

8.01 TOTAL AGREEMENT:

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and DIXON and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

9.01 DEFINITIONS:

- A. Constructor – Any person or entity (not including the DIXON, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. Constituent of Concern – Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

Memorandum



To: Kevin Workowski, Public Works Director
From: Kelly Mulqueeney, Street Superintendent
Date: July 20, 2017
Subject: Christmas Decorations Contract Award

Presented for August 15, 2017 Village Board Agenda for consideration and possible action:

PROJECT OVERVIEW

Background:

The *Tinley Park – Oak Park Avenue Commuter Station* is the centerpiece of Downtown Tinley. This station has been decorated for the Holidays since it was built in 2003 and is used by the Village as the primary location of the Village's three-day holiday event celebration including Santa's official arrival to Tinley Park. This high-profile location is also used by the Downtown Tinley business community as a focal point and a destination admired by commuters, visitors and residents throughout the season.

Description:

The Village has decorated the downtown area for the holiday season for many years. Some of the areas were contracted out 3 years ago due to the expanding list of areas to be decorated. The Christmas tree has always been contracted out but it was part of the purchased price over a 10 year span which ended 3 years ago. The amount of decorations that need to be put up in the time allowed is too short for the public works to handle all of the areas.

Project Scope of Services:

The Village of Tinley Park is seeking proposals for professional, themed holiday decorations. Services will include customized theme development, for the following areas:

1. Installation and removal service at Oak Park Avenue Train Station
 - a. Exterior Christmas decorations including lights
 - b. Light Poles on Platform (34).
 - c. Garland and wreath.
2. Installation, removal and storage service for 30 foot Christmas trees,
3. Evergreen tree at Oak Park Avenue & Hickory,

Background:

Competitive quotations were solicited from 5 qualified contractors with the contractors responding as follows:

<u>Contractor</u>	<u>Location</u>	<u>Bid</u>
Outdoor Accents	Joliet, IL	\$19,940.50
CB Conlin Landscapes	Naperville, IL	\$22,800.00
Aquadesign	Rockdale, IL	\$23,245.00
Ameican Holiday Lights	Orland Park, IL	No quote
HC Lights	Broadview, IL	No quote
Zenere Companies	Thornton, IL	No quote

Budget / Finance: Funding is budgeted and available in the approved FY18 O & M Budget;

Budget Available	\$30,000.00
Lowest responsible quote	<u>\$19,940.50</u>
Difference	\$10,059.50

Staff Direction Request:

1. Approve the service contract with Outdoor Accents for the Holiday decorations downtown.
2. Direct Staff as necessary.

Attachments:

1. Project quotation letter from bidding company.



AQUA DESIGNS

2133 Gould Court, Rockdale, IL 60436
Office: (815) 725-2460
info@aquadesignsinc.com
www.AquaDesignsInc.com

Since 1992



July 25, 2017

Client: Village of Tinley Park
Contact: Kelly Mulqueeny
Project: Village of Tinley Park Christmas Lighting
Email: kmulqueeny@tinleypark.org

Proposal for Christmas lighting for the Village of Tinley Park

- 1: Setting up & taking down artificial Christmas tree.
- 2: Installing & removing garland from the train station.
- 3: Wrapping & removing rope lighting on the train station poles.
- 4: Decorating live tree by train tracks.

Cost: \$23,245.00

Any alteration or deviation from specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Workmen's Compensation and Public Liability insurance on above work to be taken out by:
Aqua Designs, Inc.

Respectfully Submitted Brian P. McCartan

Brian P. McCartan
Per Aqua Designs, Inc.



Note- This proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____

Date: _____



OUTDOOR

Accents

Lighting Your Imagination

Itemized Holiday Lighting Proposal

For
Village of Tinley Park

Submitted on
July 19, 2017

Holiday Lighting Proposal includes the following:

Oak Park Avenue Train Station (Garland and Wreaths already purchased)

- **Install and Remove Wreaths and Garland at Oak Park Ave. Station**
- Labor \$4042.50

Christmas Trees

- **Decorate live tree**
- Labor \$1478.00
- **Put up and take down artificial tree**
- Labor \$11,600.00

Light Poles on Train Platform (34)

- **Installation and removal of rope lights on 34 poles**
- Labor \$2820.00

Total for above material and labor	\$19,940.50
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Price includes:

The rental of timers, roof clips, and extension cord (s).
Set-up on or before November 24st
Take down by January 5th or as weather permits.

Price does not include:

Village will provide mini lights for wrapping trees and bushes.
The replacement of any bad strands of mini-lights (that will be \$19.50 per strand).

Acceptance of proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined below. A service charge of $1\frac{1}{2}\%$ per month will be added to all balances unpaid after 60 days from date of installation. In the event that collection costs are incurred to collect a past due balance, purchaser shall be responsible for all collection costs, including reasonable attorney's fees.

Association Representative

Authorized Representative

Date

C.B. Conlin LANDSCAPES

P.O. Box 9094, Naperville, IL 60567
630 416 8998 office 630 416 9123 fax



Proposal

Date	Estimate #
7/25/17	5120
	Rep
	BC

Christmas lighting for the village of Tinley Park

The scope of the bids needs to include:

- Setting up and taking down artificial tree
- Installing and removing garland from train station
- Wrapping poles on train platform with rope lights
- Decorating live tree by train tracks

Grand total for above: \$22,800.00

Bid Submitted by Scott Luccetti, CB Conlin Landscapes

Bid Accepted: _____ Date: _____



Interoffice Memorandum

Public Works Department

Date: August 2nd 2017

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

From: John Urbanski, Assistant Public Works Director

Re: Village Hall Landscape Architect RFQ

Presented for August 8th, 2017 Public Works Committee for discussion and possible action.

Description:

Based on the recent Landscape Architect RFQ, interviews were conducted July 6th 2017 to determine the best firm to enter into an agreement with for professional services. There were eleven (11) proposals submitted in response to the RFQ. The list was narrowed and four (4) firms were interviewed, including: Hitchcock, Site-Design, Farnsworth, and Upland Design. From the Village, John Urbanski, Kelly Mulqueeny, Stephanie Kisler, and Pat Carr were all present for the interviews.

In conclusion, based on proposals and interviews, it is recommended that the Village continues its relationship with Site-Design, and utilize their team for the Public Works side of projects. It is also recommended the Village enters into an agreement with Farnsworth, a local firm, to work more on the Planning side of projects.

Farnsworth being a new service contract, agreed to create a schedule of fees that would match Site-Design's previous rate schedule; therefore, both would be providing services for similar costs. Farnsworth has stated that most of the work will be done by personnel at lower end hourly rates. They have told us they expect and will strive for our task fees to be less than what we experienced in the last decade.

Staff Direction Request:

1. Approve recommended landscape services as described.
2. Direct staff as necessary



Schedule of Charges

Schedule of Charges - January 1, 2017

<i>Staff</i>	<i>Per Hour</i>
Senior Project Manager.....	\$ 165.00
Project Manager.....	\$ 130.00
Project Designer.....	\$ 110.00
CAD Technician.....	\$ 75.00

Charges effective until January 1, 2018 unless notified

C/ HOURLY RATES



Veterans Walk at 80th Avenue Metra / Tinley Park, IL

Standard Hourly Labor Rates

<u>Role</u>	<u>Hourly rate</u>
Principal	\$200.00
Ernest Wong	
Robert Sit	
Bradley McCauley	
Hana Ishikawa	
Project Manager	\$120.00
Project Designer	\$110.00
CAD Operator/Draftsperson/Field Assistant	\$85.00
Technical Aide	\$75.00

Tinley Park Staff Loan Labor Rates

<u>Role</u>	<u>Hourly rate</u>
Project Manager	\$90.00
Mitch Murdock	
Field Assistant	\$45.00
Jeff Trost	

Anticipated Reimbursable Expenses

Travel (mileage)	\$0.535 / mile*
Reprographics	Printers' cost**

*Rate subject to change based on IRS standard rate

** Printers' cost represents market costs. *site* will not upcharge for printing.

**COMMENTS FROM
THE PUBLIC**

ADJOURNMENT