

NOTICE OF STANDING COMMITTEES

Scheduled for
Tuesday, April 9, 2019,
beginning at 6:30 p.m. in

Council Chambers
Village Hall of Tinley Park
16250 S. Oak Park Avenue
Tinley Park, Illinois

**Public Works Committee
Community Development**

A copy of the agendas for these meetings is attached hereto.

Kristin A. Thirion
Clerk
Village of Tinley Park

NOTICE OF A 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 6:30 p.m. on Tuesday, April 9, 2019, 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 MARCH 12, 2019.
3. DISCUSS FISCAL YEAR 2020 PAVEMENT MANAGEMENT PROGRAM:
 - a. MOTOR FUEL TAX RESOLUTION; AND
 - b. MOTOR FUEL TAX ENGINEERING AGREEMENT.
4. DISCUSS REQUEST FOR PROPOSAL FOR REFUSE CONTRACT.
5. RECEIVE COMMENTS FROM THE PUBLIC.

ADJOURNMENT

KRISTIN A. THIRION
VILLAGE CLERK

MINUTES
Public Works Committee
March 12, 2019 - 6:30 p.m.
Village Hall of Tinley Park – Council Chambers
16250 S. Oak Park Avenue
Tinley Park, IL 60477

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

Members Absent: None

Other Board Members Present: None

Staff Present: D. Niemeyer, Village Manager
 P. Carr, Assistant Village Manager
 J. Urbanski, Assistant Public Works Director
 K. Mulqueeny, Streets Superintendent
 P. Connelly, Village Attorney
 L. Godette, Deputy Village Clerk
 L. Carollo, Commission/Committee Secretary

Item #1 - The meeting of the Public Works Committee was called to order at 6:42 p.m.

Item #2 – CONSIDER APPROVAL OF THE MINUTES OF THE SPECIAL PUBLIC WORKS COMMITTEE MEETING HELD ON MARCH 5, 2019 – Motion was made by Chairman Younker, seconded by Trustee Brady, to approve the minutes of the Special Public Works Committee meeting held on March 5, 2019. Vote by voice call. Chairman Younker declared the motion carried.

Item #3 – DISCUSS VILLAGE WASTE AND RECYCLING REQUEST FOR PROPOSAL - The Village and NuWay Disposal entered into an agreement on September 28, 1993, followed by an extension on September 30, 2011. The current agreement includes providing weekly collection of municipal waste and landscape waste, along with a biweekly collection of recyclables. The current agreement with NuWay Disposal will expire in September 2019.

Per Village Board direction, staff explored multiple options to potentially improve garbage and recycling collections through a contract extension or Request for Proposal (RFP)/bid of collection services. Feedback from residents and staff included electronic recycling services, Christmas tree recycling, condo/townhome association inclusion and senior citizen/disabled veterans' discounts as potential additional services within a new future contract.

P. Carr, Assistant Village Manager stated the condo/townhome association inclusion poses a challenge as most associations currently have a contract with a waste and recycling provider, but could be included as an option to the condo/townhome association if desired.

Below is the proposed timeframe for the RFP:

- Draft RFP for Public Works Committee review - April 2019
- Board review and approval - May 2019
- RFP release and review - May 2019
- RFP selection - June 2019

Staff requested direction on length of contract and which options to include with specification. After Committee discussion, the consensus was a minimum of a 4-year contract would be acceptable.

Item #4 – DISCUSS AGREEMENT WITH COMED MULTI-USE PATH- 179th STREET TO TINLEY PARK PARK DISTRICT DOG PARK

- The Public Works Committee received a draft of a recreational lease between the Village and ComEd for review and consideration. In order to extend the existing multi-use recreational path south of 179th Street to the Tinley Park Park District Dog Park, easements across private property need to be acquired in order to accommodate the proposed alignment. The last easement needed is across the existing ComEd property. The lease with ComEd will accommodate the north-south section of the path running through the ComEd property, which has yet to be constructed. Regardless of the timeline for the construction of this path, having the property in place to accommodate this path will help move this project forward.

The Village will pay a one-time fee of \$1, and the lease will expire August 31, 2028.

Motion was made by Chairman Younker, seconded by Trustee Brady, to recommend an Agreement with ComEd Multi-Use Path - 179th Street to Tinley Park Park District Dog Park be placed on the agenda of the next Village Board meeting. Vote by voice. Chairman Younker declared the motion carried.

Item #5 – DISCUSS INTERGOVERNMENTAL AGREEMENT WITH METRA FOR COST SHARING TO CONSTRUCT WARMING SHELTERS AT THE OAK PARK AVENUE TRAIN STATION

- Upon commuter requests of the need for a warming shelter and staff discussions concerning lack of storage at the Oak Park Avenue Train Station, a conceptual design was undertaken of a "hybrid" facility to serve as a dual-purpose building. It is recommended the building be placed on the north side, adjacent to the train tracks. Metra was contacted for cost participation and after reviewing conceptual designs, Metra offered to enter into an Intergovernmental Agreement with the Village for Metra's cost not to exceed \$75,000.

The estimated cost of the hybrid structure is \$250,000, of which the Village's cost would be \$175,000. Funds for this project will be allocated and in the upcoming fiscal budget.

Staff requested the following:

- Public Works Committee recommendation to select an architect and utilize recommended conceptual drawings to begin the bid process for construction of a warming and storage facility.
- The Village enter into an Intergovernmental Agreement with Metra for construction of the proposed warming and storage facility.

Chairman Younker asked if the structure could be built through a Job Order Contract. J. Urbanski, Assistant Public Works Director stated the Village could approach this project as a Job Order Contract; however, minimal architectural and engineering services may be needed.

Item #6 – DISCUSS DONATION OF COINS FROM THE ZABROCKI PLAZA FOUNTAIN TO TINLEY WISH

- Trustee Brady recently inquired about the coins tossed into the Zabrocki Plaza Fountain. Currently, Public Works removes the coins, places them into buckets and they are housed at the Public Works garage. The coins need to be cleaned in order to be deposited into a bank.

Trustee Brady presented staff with an idea of having the Boy Scouts clean the coins and then donate them to Tinley Wish. Trustee Brady recommended signage be placed in Zabrocki Plaza stating the coins will be donated to Tinley Wish.

The Public Works Committee was in concurrence with the proposed plan.

Item #7 – DISCUSS CONTRACT AWARD FOR THE 2019 IRRIGATION RENEWAL

EXTENSION - Public Works requested services for winterization, repairs and startup to the irrigation system at three (3) site locations and four (4) facility locations; LaGrange Road, Harlem Avenue, 171st Street medians, Fire Station #4, Oak Park Avenue Metra Stations, Village Hall and Police station. The current contract includes pricing for two (2) optional contract extensions of one (1) year each, which may be approved at the sole discretion of the Village Board. This will be the second extension of the contract.

Funding in the amount of \$30,000 will be available in the Road and Bridge Operating and Maintenance FY-20 Budget.

Staff recommended awarding a service contract to Aquamist Plumbing and Lawn Sprinkling Co., Inc., in the amount of \$28,907.00, for the 2019 Irrigation Renewal Extension.

Motion was made by Chairman Younker, seconded by Trustee Glotz, to recommend a service contract to Aquamist Plumbing and Lawn Sprinkling Co., Inc., in the amount of \$28,907.00, for the 2019 Irrigation Renewal Extension be placed on the agenda of the next Village Board meeting for approval. Vote by voice. Chairman Younker declared the motion carried.

Item #8 – DISCUSS CONTRACT AWARD FOR 2019 LAWN TREATMENT - Public Works requested services for coordinating and delivering lawn care treatments of fertilizer and pesticides in the planting beds and lawn areas of the Village. The current contract includes pricing for two (2) optional contract extensions of one (1) year each, which may be approved at the sole discretion of the Village Board. This will be the first extension of the contract.

Funding in the amount of \$45,000 is available in the Road and Bridge, Facilities, Water and CPL Operating and Maintenance FY-20 Budget.

Staff recommended awarding a service contract to TruGreen, in the amount of \$32,936.00, for 2019 Lawn Treatment.

Chairman Younker asked the Public Works Committee if there were any questions. No one came forward.

Motion was made by Chairman Younker, seconded by Trustee Brady, to recommend a service contract to TruGreen, in the amount of \$32,936.00, for 2019 Lawn Treatment be placed on the agenda of the next Village Board meeting for approval. Vote by voice. Chairman Younker declared the motion carried.

Item #9 – DISCUSS CONTRACT AWARD FOR APPLE LANE POND SEDIMENT REMOVAL -

Public Works requested a proposal from a contractor for the services of coordinating and providing aquatic sediment removal at Apple Lane Pond.

Proposals were submitted by U.S. Aqua Vac, Inc. and V3 Companies, Ltd. Both of the sealed proposals were reviewed and rated by a scoring panel of Kelly Mulqueeny, Colby Zemaitis and Mitch Murdock, Site Design, Ltd. Request for Proposals (RFPs) were scored on categories considering qualifications, capabilities and professional experience, as well as cost proposal. The panel selected U.S. Aqua Vac, Inc. as the highest rated option.

Funding in the amount of \$361,000.00 is available for Apple Pond Sediment Removal and Restoration in the FY-19 Budget.

Staff recommended awarding a service contract to U.S. Aqua Vac, Inc., in the amount of \$129,999.00, for Apple Pond Sediment Removal.

Chairman Younker asked the Public Works Committee if there were any questions. No one came forward.

Motion was made by Chairman Younker, seconded by Trustee Glotz, to recommend a service contract to U.S. Aqua Vac, Inc., in the amount of \$129,999.00, for Apple Pond Sediment Removal be placed on the agenda of the next Village Board meeting for approval. Vote by voice. Chairman Younker declared the motion carried.

Item #10 – DISCUSS CONTRACT AWARD FOR APPLE LANE POND SHORELINE RESTORATION

- Public Works requested a proposal from a contractor for coordinating and providing restoration services encompassing the shoreline of Apple Lane Pond, which include the following services beginning in spring 2019:

- Vegetation management, site preparation and native planting installations.
- Regular landscape maintenance and stewardship services for the naturalized area.
- Install hardscape improvements and landscape planting beds.

Proposals were submitted by Conservation Land Stewardship (CLS); Semper Fi Land, Inc.; V3 Companies; Pizzo & Associates and Tallgrass Restoration. All five (5) sealed proposals were reviewed and rated by a scoring panel of Kelly Mulqueeny; Mitch Murdock, Site Design, Ltd. and Ecologist Consultant, Andy Stahr. Request for Proposals (RFPs) were scored on categories considering qualifications, capabilities and professional experience, as well as cost proposal. The panel selected CLS as the highest rated option.

A total of \$361,000.00 is available in funding Apple Lane Pond Sediment Removal and Restoration in the FY-20 Budget.

Staff recommended awarding a service contract to Conservation Land Stewardship (CLS), in the amount of \$49,288.60, for Apple Lane Pond Shoreline Restoration.

Motion was made by Chairman Younker, seconded by Trustee Glotz, to recommend a service contract to Conservation Land Stewardship (CLS), in the amount of \$49,288.60, for Apple Lane Pond Shoreline Restoration be placed on the agenda for the next Village Board meeting for approval. Vote by voice. Chairman Younker declared the motion carried.

Item #11 – DISCUSS CONTRACT AWARD FOR FAIRFIELD GLEN NATURALIZED POND RESTORATION

- Public Works requested a proposal from a contractor for coordinating and providing restoration services at Fairfield Glen, which include the following services beginning in spring 2019:

- Vegetation management, site preparation and native planting installations.
- Regular landscape maintenance and stewardship services for the naturalized area.
- Install hardscape improvements and landscape planting beds.

Proposals were submitted by Conservation Land Stewardship (CLS); Semper Fi Land, Inc.; V3 Companies; Pizzo & Associates; Tallgrass Restoration and ENCAP, Inc. All six (6) sealed proposals were reviewed and rated by a scoring panel of Kelly Mulqueeny; Mitch Murdock, Site Design, Ltd. and Ecologist Consultant, Andy Stahr. Request for Proposals (RFPs) were scored on categories considering

qualifications, capabilities and professional experience, as well as cost proposal. The panel selected Pizzo & Associates as the highest rated option.

A total of \$315,000.00 is available in funding Fairfield Glen Naturalized Pond Restoration and is appropriated as such in the FY-19 Budget.

Staff recommended awarding a contract to Pizzo & Associates, in the amount of \$106,371.57, for Fairfield Glen Naturalized Pond Restoration.

Chairman Younker asked the Public Works Committee if there were any questions. Trustee Glotz asked why Pizzo & Associates was chosen for the Fairfield Glen site and CLS chosen for the Apple Pond Site. Mitch Murdock, Site Design, Ltd. stated CLS was chosen for the Apple Pond site because CLS has less experience than Pizzo & Associates, although reputable with an advantageous cost proposal and the site is primarily a "blank slate." Fairfield Glen is a more challenging site and selective removal, active stewardship and management will be needed. Pizzo & Associates has a few more years of experience and a competitive cost proposal. Trustee Glotz asked if the \$11,000 difference in bids was worth awarding the contract to Pizzo & Associates and Mr. Murdock stated in their opinion it was, as the companies were scored and Pizzo & Associates rated higher than CLS.

Motion was made by Chairman Younker, seconded by Trustee Brady, to recommend a service contract to Pizzo & Associates, in the amount of \$106,371.57, for Fairfield Glen Naturalized Pond Restoration be placed on the agenda for the next Village Board meeting for approval. Vote by voice. Chairman Younker declared the motion carried.

Item #12 – DISCUSS CONTRACT AWARD FOR THE 2019 LANDSCAPE BED

MAINTENANCE PROGRAM - Public Works requested a proposal from a contractor for coordinating and delivering landscaping services in and around landscaped beds at certain Village-owned locations. Previously, landscape bed maintenance was included in the mowing contract, but it was separated in order to receive a higher service level. Services include weeding, mulching and plant maintenance.

Proposals were submitted by Christy Webber Landscapes; Ridge Landscaping; Beverly Environmental, LLC and Clarence Davids & Company. All four (4) sealed proposals were reviewed and rated by a scoring panel of Kelly Mulqueeny; Jimmy Quinn and Mitch Murdock, Site Design, Ltd. Request for Proposals (RFPs) were scored on categories considering qualifications, capabilities and professional experience, as well as cost proposal. The panel selected Christy Webber Landscapes as the highest rated option.

A total of \$327,150.00 will be available in the Road and Bridge, Facilities, Water and CPL Operating and Maintenance FY-20 Budget.

Staff recommended awarding a contract to Christy Webber Landscapes, in the amount of \$149,760.25, for the 2019 Landscape Bed Maintenance Program.

Trustee Glotz asked if the Village can ask Christy Webber Landscapes to lower the price. P. Connelly, Village Attorney stated he does not have the RFP currently available for him to review, but will review it and follow-up with Trustee Glotz.

Motion was made by Chairman Younker, seconded by Trustee Glotz, to recommend a service contract to Christy Webber Landscapes, in the amount of \$149,760.25, for the 2019 Landscape Bed Maintenance Program be placed on the agenda for the next Village Board meeting for approval pending review of the Request for Proposal by Mr. Connelly. Vote by voice. Chairman Younker declared the motion carried.

Item #13 – DISCUSS CONTRACT AWARD FOR THE 2019 MOWING PROGRAM - Public Works requested a contractor for coordinating and delivering mowing services at certain Village-owned locations. Previously, landscape bed maintenance was included in the mowing contract, but it was separated in order to receive a higher level of service in landscape maintenance. The following services include lawn maintenance, paved area weed control, regular work reporting and on demand lawn maintenance.

Proposals were submitted by Beverly Environmental, LLC; Ridge Landscape Services; Christy Webber Landscapes; Beary Landscaping, Inc. and Quarry Cartage, Inc. Quarry Cartage received high reviews from their references, including Commonwealth Edison, who has used Quarry Cartage for 15 years.

A total of \$327,150.00 will be available in the Road and Bridge, Facilities, Water and CPL Operating and Maintenance FY-20 Budget.

Staff recommended awarding a contract to Quarry Cartage, in the amount of \$165,543.17, for the 2019 Mowing Program.

Trustee Younker stated Quarry Cartage's bid is considerably lower than the other bidders and asked if they understood the scope of work. K. Mulqueeny, Streets Superintendent stated they are aware of the scope of work and comfortable with their bid. Mr. Urbanski stated he reviewed the bids. The other companies' bids are reflective of past years and may be under the assumption of the previously combined contract of landscape bed maintenance.

Chairman Younker asked the Public Works Committee if there were any other questions. No one came forward.

Motion was made by Chairman Younker, seconded by Trustee Brady, to recommend a service contract to Quarry Cartage, in the amount of \$165,543.17, for the 2019 Mowing Program be placed on the agenda for the next Village Board meeting for approval. Vote by voice. Chairman Younker declared the motion carried.

Item #14 – RECEIVE COMMENTS FROM THE PUBLIC - A resident requested cost information as to what a homeowner currently pays for waste and recycling services if there is an option for condo/townhome association inclusion. Another resident stated it has been approximately 15 years commuters have requested a sheltered area at the Oak Park Avenue Train Station and he is grateful the issue is being addressed. He suggested overhead infrared lights for warming and cited safety issues due to trains running on different tracks later in the day.

ADJOURNMENT

Motion was made by Chairman Younker, seconded by Trustee Brady, to adjourn this meeting of the Public Works Committee. Vote by voice call. Chairman Younker declared the motion carried and adjourned the meeting at 7:06 p.m.

lc

MEMORANDUM

DATE: February 8, 2019
TO: Trustee Brian H. Younker
Chair – Public Works Committee
FROM: Colby Zemaitis, PE CFM, Village Engineer

SUBJECT: FY2020 Pavement Management Program (PMP)- Street Resurfacing

Attached for your reference is a list which shows the preliminary streets that are being recommended to be covered under the FY2020 program. The recommendation includes approximately 11.3 miles of streets to be resurfaced under the program. The total funding needed for the estimated cost of the FY2020 Program is \$3,960,000.

Provided below is a summary of the projected available funds from the various funding sources used in the past for the FY2020 Pavement Management Program as discussed with the Treasurer's office.

<i>Motor Fuel Tax Fund</i>	<i>\$1,458,698</i>
Regular MFT	\$1,430,000
High Growth Special Distribution	\$28,698
<i>Local Roads Fund</i>	<i>\$1,070,000</i>
Vehicle Stickers	\$670,000
Red Light Camera Fines	\$400,000
<i>Other Funds-TBD</i>	<i>\$1,431,302</i>

The amount reflected above does not anticipate any increase in existing revenues, any grants through SSMMA or the dedication of other existing revenues.

We have found success in bidding the program early as it enables the Village to get lower asphalt prices. Early bids tend to be more competitive since it is often the first large program put out for bid and there is still uncertainty in the market as to the availability of projects for Contractors early in the season.

A schedule for adoption of the MFT Resolution/Agreements, bidding schedule, award and construction is provided below.

- **Tuesday 4-9-19** Discuss the final PMP Program details and potential funding up to \$3,960,000 at a Public Works Committee Meeting and discuss entering into an official agreement for Robinson Engineering to provide engineering services related to the Resurfacing Program.
- **Wednesday 4-10-19** Approve \$1,500,000 in spending for the FY2020 PMP Resurfacing Program from MFT funds at Village Board Meeting. Pass MFT Resolution.
- **Wednesday 4-10-19** Approve entering into an Agreement for Robinson Engineering to provide engineering services related to the FY2020 Resurfacing Program
- **Tuesday 5-14-19** Discuss the low bids received at a Public Works Committee Meeting.
- **Tuesday 5-21-19** Approve award of PMP Contract to lowest responsive, responsible bidder.

Attachments – Street Location Map with List of Streets



Resolution for Maintenance Under the Illinois Highway Code



Resolution Number	Resolution Type	Section Number
2019-R-	Original	19-00000-00-GM

BE IT RESOLVED, by the President and Board of Trustees of the Village of Tinley Park Illinois that there is hereby appropriated the sum of One Million Five Hundred Seven Thousand Dollars (\$1,507,000.00)

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from 01/01/19 to 12/31/19

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that Village of Tinley Park shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I Kristin Thirion Village Clerk in and for said Village of Tinley Park in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the President and Board of Trustees of Tinley Park at a meeting held on _____ Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ Day _____ Month, Year

(SEAL)

Clerk Signature

APPROVED

Regional Engineer
 Department of Transportation
 Date

Instructions for BLR 14220

This form shall be used when a Local Public Agency (LPA) wants to perform maintenance operations using Motor Fuel Tax (MFT) funds. Refer to Chapter 14 of the Bureau of Local Roads and Streets Manual (BLRS Manual) for more detailed information. This form is to be used by a Municipality or a County. Road Districts will use BLR 14221. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS Manual.

When filling out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Resolution Number	Insert the resolution number as assigned by the LPA, if applicable.
Resolution Type	From the drop down box, choose the type of resolution: -Original would be used when passing a resolution for the first time for this project. -Supplemental would be used when passing a resolution increasing appropriation above previously passed resolutions. -Amended would be used when a previously passed resolution is being amended.
Section Number	Insert the section number of the improvement covered by the resolution.
Governing Body Type	From the drop down box choose the type of administrative body. Choose Board for County; Council or President and Board of Trustees for a City, Village or Town.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Resolution Amount	Insert the dollar value of the resolution for maintenance to be paid for with MFT funds in words, followed by the same amount in numerical format in the ().
Beginning Date	Insert the beginning date of the maintenance period. Maintenance periods must be a 12 or 24 month consecutive period.
Ending Date	Insert the ending date of the maintenance period.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Name of Clerk	Insert the name of the LPA Clerk.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Governing Body Type	From the drop down box choose the type of administrative body. Choose Board for County; Council or President and Board of Trustees for a City, Village or Town.
Name of LPA	Insert the name of the LPA.
Date	Insert the date of the meeting.
Day	Insert the day the Clerk signed the document.
Month, Year	Insert the month and year of the clerk's signature.
Clerk Signature	Clerk shall sign here.
Approved	The Department of Transportation representative shall sign and date here upon approval.

A minimum of four(4) certified signed originals must be submitted to the Regional Engineer's District office.

Following the Regional Engineer's approval, distribution will be as follows:

- Local Public Agency Clerk
- Engineer (Municipal, Consultant or County)
- District Compliance Review
- District File

VILLAGE of TINLEY PARK

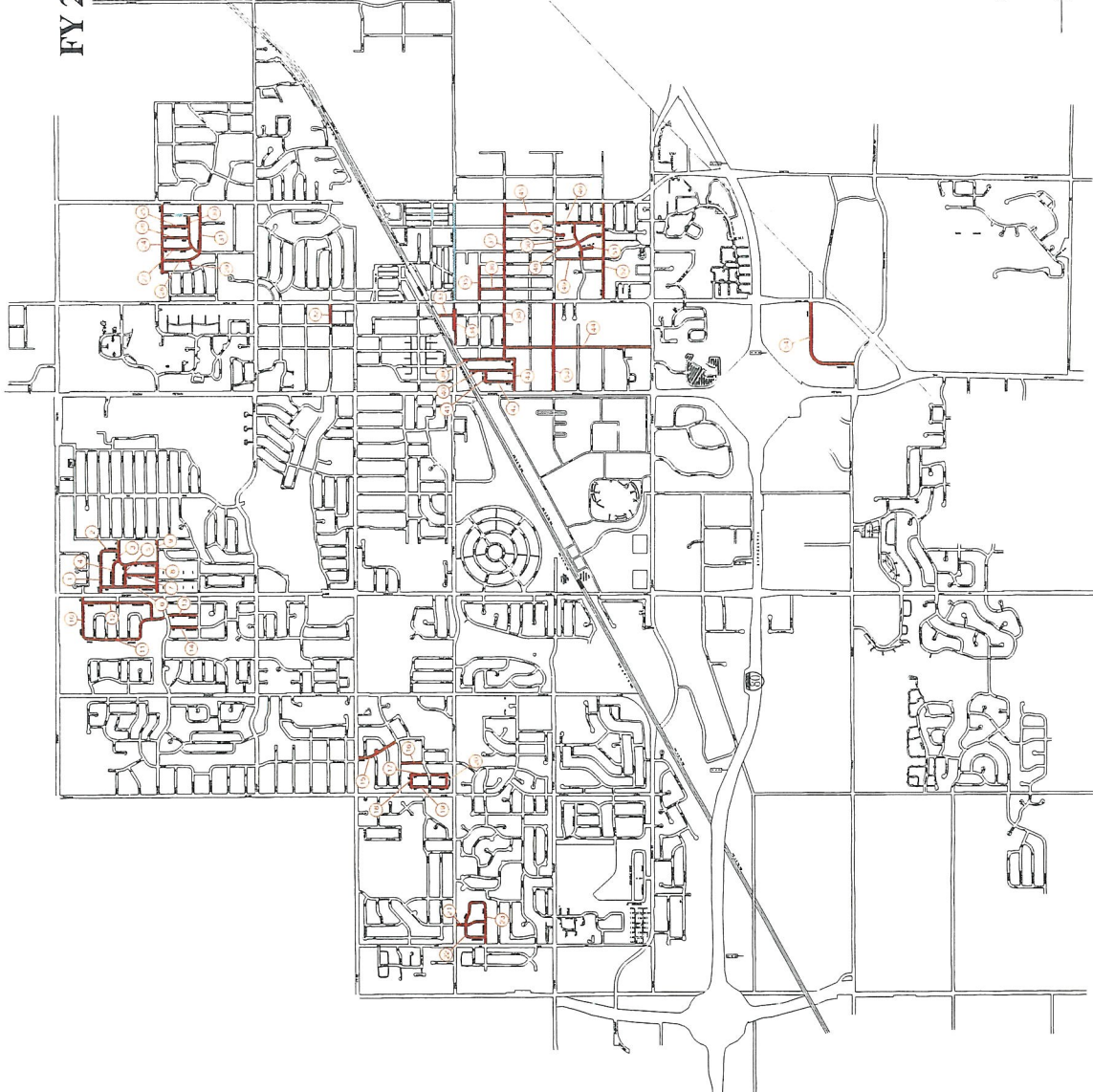
M.F.T. 19-00000-00-GM

FY 2020 PAVEMENT MANAGEMENT PROGRAM PROPOSED RESURFACING



VILLAGE PRESIDENT
JACOB C. VANDERBERG
VILLAGE CLERK
KRISTINA A. THORSON
VILLAGE TRUSTEES
BRIAN H. YOUNKER
MICHAEL J. PANNITTO
CYNTHIA A. BERG

WILLIAM P. BRADY
MICHAEL W. GLOPZ
JOHN P. CURRIAN



Tinley Park, FY 2020 PMD Proposed Street Resurfacing (19-R0005.01)

Legend No.	Street Name	Length (ft)	Area (sq ft)
1	16th Street	1000	1000
2	16th Street	1000	1000
3	16th Street	1000	1000
4	16th Street	1000	1000
5	16th Street	1000	1000
6	16th Street	1000	1000
7	16th Street	1000	1000
8	16th Street	1000	1000
9	16th Street	1000	1000
10	16th Street	1000	1000
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44	16th Street	1000	1000
45	16th Street	1000	1000
46	16th Street	1000	1000
47	16th Street	1000	1000
48	16th Street	1000	1000
49	16th Street	1000	1000
50	16th Street	1000	1000
51	16th Street	1000	1000
52	16th Street	1000	1000

MAP LEGEND
■ STREET TO BE RESURFACED
■ STREET TO BE PATCHED ONLY

TABLE LEGEND
 ✓ CURB REPLACEMENT ON ONE SIDE OF THE STREET AT A TIME
 * INDICATES STREET TO BE FULLY RECYCLING AND RESURFACING
 (X) INDICATES MKR N70 TO BE USED
 ** INDICATES STREET WILL HAVE REMOVAL, HOT IN PLACE RECYCLING, EDGE GRIND AND RESURFACING

PREPARED BY:
Robinson ENGINEERING
 PROJECT NO. 19-R0005.01
 SHEET NO. 19-1



PREPARED BY OR UNDER THE DIRECT SUPERVISION OF
William P. Brady
 BOB E. BERRY, VMD/PA



Maintenance Engineering to be Performed by a Consulting Engineer
(to be attached to BLR 14231 or BLR 14221)

Local Agency Village of Tinley Park
Section Number 19-00000-00-GM

The services to be performed by the consulting engineer, pertaining to the various items of work included in the estimated cost of maintenance operations (BLR 14231 or BLR 14221), shall consist of the following:

PRELIMINARY ENGINEERING shall include:

Investigation of the condition of the streets or highways for determination (in consultation with the local highway authority) of the maintenance operations to be included in the maintenance program: preparation of the maintenance resolution, maintenance estimate of cost and, if applicable, proposal; attendance at meetings of the governing body as may reasonably be required; attendance at public letting; preparation of the contract and/or acceptance of BLR 12330 form. The maintenance expenditure statement must be submitted to IDOT within 3 months of the end of the maintenance period.

ENGINEERING INSPECTION shall include:

Furnishing the engineering field inspection, including preparation of payment estimate for contract, material proposal and/or deliver and install proposal and/or checking material invoices of those maintenance operations requiring engineering field inspection, as opposed to those routine maintenance operations as described in Chapter 14-2.04 of BLRS Manual, which may or may not require engineering inspection.

For furnishing preliminary engineering, the engineer will be paid a base fee PLUS a negotiated fee percentage. For furnishing engineering inspection the engineer will be paid a negotiated fee percentage. The negotiated preliminary engineering fee percentage for each group shown in the "Schedule of Fees" shall be applied to the total estimated costs of that group. The negotiated fee for engineering inspection for each group shall be applied to the total final cost of that group for the items which required engineering inspection. In no case shall this be construed to include supervision of contractor operations.

SCHEDULE OF FEES

Total of the Maintenance Operation	Base Fee
<input checked="" type="checkbox"/> > \$20,000	\$1,250.00
<input type="checkbox"/> ≤ \$20,000 (Negotiated: \$1,250 Max.)	

PLUS

Group	Preliminary Engineering		Engineering Inspection		Operation to be Inspected
	Acceptable Fee %	Negotiated Fee %	Acceptable Fee %	Negotiated Fee %	
I	NA	NA	NA	NA	NA
IIA	2%	NA	1%	NA	NA
IIB	3%	NA	3%	NA	NA
III	4%	NA	4%	NA	NA
IV	5%	3.5%	6%	6%	YES

By: _____
Local Agency Official Signature

By: *James S. Prinz*
Consulting Engineer Signature

Title

Director of Engineering
Title

P.E. Seal

Date

3.5.19
Date

11.30.19
P.E. License Expiration Date

ROBINSON ENGINEERING, LTD ("REL")

STANDARD TERMS AND CONDITIONS

CONTRACT – These Standard Terms and Conditions supplement the Agreement between the Local Agency ("LA") and the Consulting Engineer ("ENGINEER") [herein REL]:

STANDARD OF CARE - The standard of care for all professional engineering, survey or related professional services performed or furnished by REL under this Agreement will be the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality. REL makes no warranties, express or implied, under this Agreement or otherwise, in connection with REL's services on this Project.

RELIANCE – REL may, without liability, rely on the accuracy and completeness of information provided by LA, LA's consultants and any contractors, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards without the need for verification.

CHANGES IN SCOPE – The proposed fees constitute REL's estimate to perform the services required to complete the Project. However, all required services are not always definable in the initial planning. Accordingly, circumstances may dictate a change in the scope of services to be performed. Where this occurs, changes in the Agreement shall be negotiated, an equitable adjustment made to REL's compensation and agreed to in writing by REL and LA.

DELAYS – REL shall complete its obligations within a reasonable time. If, through no fault of REL, such periods of time or dates are changed, or the orderly and continuous progress of REL's services is impaired, or REL's services are delayed or suspended, then the time for completion of REL's services, and the rates and amounts of REL's compensation, shall be adjusted equitably.

SUSPENSION & TERMINATION – LA may suspend the Project upon seven (7) days written notice to REL. If REL's services are substantially delayed through no fault of REL, REL may suspend services after giving seven (7) days written notice to LA. Either party may terminate this agreement upon thirty (30) days written notice to the other party in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

LA shall remain liable for, and shall promptly pay REL for all services rendered to the date of such suspension/termination of services plus suspension/termination charges incurred by REL. Suspension/ termination charges include the cost of assembling documents, personnel and equipment rescheduling or reassignment, and commitments made to others on LA's behalf.

OPINION OF PROBABLE COSTS - REL's opinions of probable Construction Cost are to be made on the basis of REL's experience and qualifications and represent REL's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since REL 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, REL cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by REL.

REUSE OF PROJECT DELIVERABLES - All design documents prepared or furnished by REL are instruments of service, and REL retains all ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. LA shall not rely in any way on any Document unless it is in printed form, signed and sealed by REL or one of its Consultants.

RIGHT OF ENTRY – LA agrees to obtain legal right-of-entry on the property when entry to property is required by the work.

ENVIRONMENTAL CONDITIONS OF SITE - REL's scope of services does not include any services related to any environmental issues related to the site including 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, or regulated by any 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.

RELATIONSHIP WITH CONTRACTORS – REL shall not at any time supervise, direct, or have control over any contractor's work, nor shall REL have authority over or responsibility for the means, methods, techniques, sequences, or procedures of

construction selected or used by any contractor, nor for safety precautions and programs in connection with the contractors' work, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work. REL neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work. REL shall have no authority to stop the work of any contractor on the Project.

LIMITATION OF LIABILITY – REL's total liability to LA for any and all claims for damages whatsoever, arising out of or in any way related to the Project or this Agreement, from any cause or causes, including but not limited to REL's negligence, errors, omissions, strict liability, or breach of contract, shall be limited as follows: REL's total liability shall not exceed the lesser of (1) \$1,000,000 (one million dollars) or (2) the remaining limits of any policy of insurance which provides coverage for LA's cause or causes of action, such remaining limits to be measured as of the date judgment is entered against REL or the date when LA and REL otherwise settle/resolve the cause or causes of action.

INSURANCE – REL shall maintain insurance coverage for Professional, Commercial General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with any legal requirements and REL's business requirements; Certificates of Insurance shall be provided by REL upon written request.

MUTUAL WAIVER – To the fullest extent permitted by law, LA and REL waive against each other, and the other's employees, officers, directors, 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 the Project.

GOVERNING LAW, JURISDICTION & VENUE – This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois. Further, the parties agree and consent to the exclusive jurisdiction of the courts of the State of Illinois for all purposes regarding this Agreement and that venue of any action brought hereunder shall be exclusively in Cook County, IL.

NON-ENFORCEMENT – A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

ASSIGNMENT – A party shall not assign its rights or obligations pursuant to this Agreement without the express written permission and consent of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.

SURVIVAL – All express representations, waivers, indemnifications, and limitations of liability included in this Agreement shall survive its completion or termination for any reason.

THIRD PARTIES - Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by LA or REL to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement shall be for the sole and exclusive benefit of LA and REL and not for the benefit of any other party.

SEVERABILITY - Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon LA and REL, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that expresses the intention of the stricken provision.

STATUTE OF LIMITATIONS – to the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence to run, no later than the date of Substantial Completion of this Agreement.

CONFLICTS - If a conflict exists between the Agreement provisions and these Standard Terms and Conditions then these Standard Terms and Conditions shall prevail and control.

LA's Initial: _____ Date: _____
Supplements BLR 5510, 5511, 5512, 5520, 5530, 5610 & 5611

(10/2014)



Interoffice Memo

Date: April 4, 2019
To: Public Works Committee
From: Pat Carr, Asst. Village Manager
CC: Dave Niemeyer, Village Manager
Subject: Village Waste and Recycling RFP Update

The current refuse contract expires on September 30, 2019. The Village and the current contractor (Nuway Disposal) entered into an agreement on September 28, 1993 and exercised its current extension on September 30, 2011. The current agreement provides for the weekly collection of municipal waste and landscape waste along with the bi-weekly collection of recyclables.

Per Village board direction, staff has prepared a draft RFP of collection services for a four (4) year term with two (2) four year renewal options with approval from the Village Board. Optional items that will be included will be:

1. Electronic recycling services.
2. Hazardous Household Materials
3. Christmas Tree recycling
4. Condo and Townhome inclusion
5. Senior Citizen/Disabled Veteran Discounts

The time frame for the RFP is as follows:

- A. Board Review and Approval – April 16, 2019
- B. RFP Release – April 23, 2019
- C. RFP Selection – June 2019

Staff is requesting to place the RFP on the April 16th board meeting agenda for approval.

**PUBLIC
COMMENT**

ADJOURNMENT