

NOTICE OF STANDING COMMITTEES

Scheduled for
Tuesday, May 14, 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
Public Safety Committee
Administration & Legal Committee

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, May 14, 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 APRIL 9, 2019.
3. REVIEW THE COMMITTEE'S ASSIGNED RESPONSIBILITIES UNDER ORDINANCE 2019-O-022.
4. DISCUSS INTERGOVERNMENTAL AGREEMENT WITH METRA FOR THE OAK PARK AVENUE TRAIN STATION WARMING SHELTER.
5. DISCUSS PROCESS FOR QUALIFIED BIDDERS AND REQUEST FOR PROPOSAL/QUALIFICATIONS FOR LOCAL VENDORS.
6. DISCUSS 2019 PAVEMENT MANAGEMENT PROGRAM-STREET RESURFACING.
7. RECEIVE COMMENTS FROM THE PUBLIC.

ADJOURNMENT

KRISTIN A. THIRION
VILLAGE CLERK

MINUTES
Public Works Committee
April 9, 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
B. Bettenhausen, Village Treasurer
P. Connelly, Village Attorney
P. Wallrich, Interim Community Development Director
K. Workowski, Public Works Director
J. Urbanski, Assistant Public Works Director
C. Zemaitis, Village Engineer
L. Valley, Executive Assistant to the Manager & Trustees
L. Godette, Deputy Village Clerk
L. Carollo, Commission/Committee Secretary

Item #1 - The meeting of the Public Works Committee was called to order at 6:55 p.m.

Item #2 – CONSIDER APPROVAL OF THE MINUTES OF THE SPECIAL PUBLIC WORKS COMMITTEE MEETING HELD ON MARCH 12, 2019 – Motion was made by Chairman Younker, seconded by Trustee Glotz, to approve the minutes of the meeting of the Special Public Works Committee held on March 12, 2019. Vote by voice call. Chairman Younker declared the motion carried.

Item #3 – DISCUSS FISCAL YEAR 2020 PAVEMENT MANAGEMENT PROGRAM:
a. MOTOR FUEL TAX RESOLUTION AND
b. MOTOR FUEL TAX ENGINEERING AGREEMENT

The Public Works Committee received a map and list of the preliminary streets recommended to be covered under the FY-2020 Pavement Management Program (PMP), which includes approximately 11.2 miles of streets to be resurfaced. Estimated cost of the FY-2020 PMP program is \$3,960,000. Projected available funds include the Motor Fuel Tax Fund of \$1,506,784 and Local Roads Fund of \$2,453,216.

A map and list of streets will be available on the Village website under Current Projects upon Village Board approval.

FY-2020 PMP - Street Resurfacing:

- April 9, 2019 - Public Works Committee meeting - Discuss final details and funding. Discuss an agreement with Robinson Engineering to provide engineering services.

- April 10, 2019 - Village Board meeting - Approval of \$1,500,000 in Motor Fuel Tax (MFT) Funds and pass MFT Resolution. Approve entering into an agreement with Robinson Engineering for engineering services.
- April 11, 2019 - Send resolution, agreements and engineering documentation to Illinois Department of Transportation (IDOT) for approval.
- May 14, 2019 - Public Works Committee meeting - Discuss low bids received.
- May 21, 2019 - PMP Contract approval.

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

Staff recommended approval of funding the FY-2020 Pavement Management Program (PMP) in the amount of \$1,506,784, available in the Motor Fuel Tax Fund and \$2,453,216 in Local Roads Fund, for a total amount of \$3,960,000. Additionally, staff recommended approval of a Motor Fuel Tax Engineering Agreement between the Village and Robinson Engineering for preliminary engineering and construction inspection services.

Motion was made by Chairman Younker, seconded by Trustee Glotz, to recommend funding the FY-2020 Pavement Management Program (PMP) of \$1,500,00 in the Motor Fuel Tax Fund and a Motor Fuel Tax Engineering Agreement between the Village and Robinson Engineering be placed on the agenda of the Village Board meeting scheduled for April 10, 2019. Vote by voice. Chairman Younker declared the motion carried.

Item #4 – DISCUSS REQUEST FOR PROPOSAL FOR REFUSE CONTRACT - The current refuse contract expires on September 30, 2019. The Village and NuWay Disposal entered into an agreement on September 28, 1993, and exercised the current extension on September 30, 2011. The current agreement provides for weekly collection of municipal and landscape waste along with the biweekly collection of recyclables.

Per Village Board direction, staff prepared a draft (Request for Proposal) RFP of collection services for a four (4) year term with two (2) four-year renewal options upon Village Board approval. Optional items include electronic recycling, hazardous household materials, Christmas tree recycling, condominium and townhome association inclusion and senior citizen/disabled veteran discounts.

RFP timeframe:

April 16, 2019 - Board review and approval

April 23, 2019 - RFP release

June 2019 - RFP selection

Motion was made by Chairman Younker, seconded by Trustee Brady, to recommend a Request for Proposal for Refuse Contract be placed on the Village Board meeting agenda scheduled for April 16, 2019. Vote by voice. Chairman Younker declared the motion carried.

Item #5 – RECEIVE COMMENTS FROM THE PUBLIC - No comments from the public.

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 6:59 p.m.

lc

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

**ORDINANCE
NO. 2019-O-022**

**AN ORDINANCE AMENDING TITLE III CHAPTER 30
SECTION 40 OF THE TINLEY PARK MUNICIPAL CODE
ENTITLED "STANDING COMMITTEES"**

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

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

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park
Peterson, Johnson, & Murray Chicago, LLC, Village Attorneys
200 W. Adams, Suite 2125 Chicago, IL 60606

ORDINANCE NO. 2019-O-022

**AN ORDINANCE AMENDING TITLE III CHAPTER 30
SECTION 40 OF THE TINLEY PARK MUNICIPAL CODE
ENTITLED "STANDING COMMITTEES"**

WHEREAS, Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois provides that any municipality which has a population of more than 25,000 is a home rule unit, and the Village of Tinley Park, Cook and Will Counties, Illinois, with a population in excess of 25,000 is, therefore, a home rule unit and, pursuant to the provisions of said Section 6(a) of Article VII, may exercise any power and perform any function pertaining to its government and affairs, including, but not limited to, the power to tax and to incur debt; and

WHEREAS, the President and Board of Trustees believe it is in the best interests of the Village and its residents to amend Title III, Chapter 30 Section 40 of the Tinley Park Municipal Code to conform the committee structure to reflect the actual operations of the Village and to efficiently schedule said meetings; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interests of said Village of Tinley Park to amend the aforementioned provisions of the Tinley Park Municipal Code pursuant to this Ordinance; and

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

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

Section 2: That Title III Chapter 30 Section 40 (30.40) of the Tinley Park Municipal Code entitled "STANDING COMMITTEES" is hereby amended by deleting the language in its entirety and replacing it with the underlined text as follows:

The following are hereby established as the Standing Committees of the Board of Trustees of the Village:

(A) **Finance Committee** shall have the following functions:

- (1) Oversee preparation of Annual Budget, Financial Reporting and audit functions;
- (2) Oversee revenue generation activities including property tax levies, sales tax, and other taxes imposed by the village;
- (3) Oversee long-term financing/ bonds.
- (4) Oversee all matters and recommendations from the Treasurer's Office

(B) **Community Development** shall have the following functions:

- (1) Oversee comprehensive planning of village-uses-both development and redevelopment;
- (2) Oversee planning requests including development and redevelopment;
- (3) Oversee requests for zoning and building ordinance variances;
- (4) Oversee compliance with village zoning, building and health ordinances;
- (5) Oversee incorporation of Green Initiatives into codes where applicable/practical;
- (6) Oversee Building Code changes;
- (7) Oversee consumer protection initiatives.
- (8) Oversee economic development efforts including special taxing areas and tax increment financing districts;
- (9) Oversee and review all Economic Incentive polices and Agreements;

(C) **Public Safety Committee** shall have the following functions:

- (1) Oversee matters of public safety including police, fire and emergency management services;
- (2) Oversee outsourced services related to provision of public safety services (ambulance).

(D) **Administration and Legal** shall have the following functions:

- (1) Oversee all matters concerning the organization, reorganization and efficient management of Village government;
- (2) Oversee and monitor federal and state legislation and administrative regulations in which the Village may have an interest;
- (3) Oversee human resources activities, including compensation and collective bargaining and internal communications.
- (4) Oversee outsourced Service Agreements in conjunction with departments/ liaisons;
- (5) Periodically review and make recommendations for changes to the Village Code.

(E) **Public Works Committee** shall have the following functions:

- (1) Oversees matters of Village infrastructure and maintenance of streets, sanitary sewers and water lines under village jurisdiction;
- (2) Oversees the village flood mitigation program and maintenance of supporting infrastructure (detention, retention) under village jurisdiction;
- (3) Oversees outsourced services for engineering maintenance;
- (4) Oversees coordination/ communication with other jurisdiction/ agencies.

(F) ~~**Economic Development and Marketing**~~ shall have the following functions:

- ~~(1) — Oversee economic development efforts including special taxing areas and tax increment financing districts;~~
- ~~(2) — Oversee and review all Economic Incentive policies and Agreements;~~
- (2) (1) Identify, develop and oversee the marketing of the Village assets and programs;
- (3) (2) Identify and develop initiatives to achieve economic gain to the Village while preserving the integrity of the Village and its brand;
- (4) (3) Oversee communications with external constituencies.
- (4) Communicate information and events of the Village of Tinley Park to the public

(G) The following Standing Committees shall hold their regular meetings on the Second Tuesday of each Month at ~~7:30 p.m.~~ 6:30 p.m.

- (1) ~~The Public Works Committee;~~
- (2) ~~The Community Development Committee~~ Administration & Legal
- (3) The Public Safety Committee.

(H) (H) The following Standing Committees shall hold their regular meetings on the Fourth Tuesday of each month at ~~7:30 p.m.~~ 6:30 p.m.

- (1) The Finance Committee;
- (2) The Economic Development and Marketing Committee;
- (3) ~~The Administration and Legal Committee.~~ The Community Development Committee

Section 4: Any policy, resolution, or ordinance of the Village of Tinley Park that conflicts with the provisions of this Ordinance shall be and is hereby repealed to the extent of such conflict.

Section 5: That this Ordinance shall be in full force and effect from and after its adoption and approval.

Section 6: The Village Clerk be and hereby is authorized and directed to publish this Ordinance in pamphlet form.

PASSED THIS 7th day of May, 2019.

AYES: Berg, Brady, Brennan, Galante, Glotz, Mueller

NAYS: None

ABSENT: None

APPROVED THIS 7th day of May, 2019.



VILLAGE PRESIDENT

ATTEST:



VILLAGE CLERK

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 2019-O-022, "AN ORDINANCE AMENDING TITLE III CHAPTER 30 SECTION 40 OF THE TINLEY PARK MUNICIPAL CODE ENTITLED "STANDING COMMITTEES" ," which was adopted by the President and Board of Trustees of the Village of Tinley Park on May 7, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 7th day of May, 2019.



KRISTIN A. THIRION, VILLAGE CLERK



Interoffice Memo

Date: May 10, 2019

To: David Niemeyer, Village Manager

From: John Urbanski, Assistant Public Works Director

Subject: Oak Park Ave. Train Station Warming Shelter / Metra IGA

Presented for May 14, 2019 Public Works Committee discussion and possible action:

Description:

The March 12th PW Committee discussed the plans to construct a warming shelter and storage facility offered at the Oak Park Avenue Train Station. This plan included a conceptual design of a "hybrid" facility to serve as a dual-purpose building. This structure is recommended to be placed on the North side adjacent to the train tracks. We will see the ability to house commuters along with offer the needed storage for the facility and vendor.

Request was made to Metra for cost participation. After reviewing the conceptual designs, Metra offered to enter into an Intergovernmental Agreement with the Village for their cost not to exceed \$75,000. It is staff's request to concur with the PW Committee of March 12th and enter into an Intergovernmental Agreement with Metra towards the construction costs of a warming/storage facility at the Oak Park Ave. Train Station.

Budget/ Finance:

Overall, the estimated cost of the structure is \$250,000 with the village share at \$175,000.00 or about 70% of the project cost. Funds have been requested and allocated in the current fiscal budget.

Staff Direction Request:

1. Enter into an Intergovernmental Agreement with Metra for the construction of the proposed warming and storage facility.

Attachments:

1. Warming Shelter / Storage Facility Concept Drawings & Details
2. Intergovernmental Agreement with Metra

**INTERGOVERNMENTAL FUNDING AGREEMENT FOR
THE CONSTRUCTION OF A WARMING SHELTER AT
THE TINLEY PARK COMMUTER FACILITY**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) made and entered into this ___ day of _____, 20___, by and between the Village of Tinley Park, an Illinois municipal corporation (“**Municipality**”), and the Commuter Rail Division of the Regional Transportation Authority, a division of an Illinois municipal corporation (“**Metra**”). The Municipality and Metra are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties.**”

RECITALS:

A. The Constitution of the State of Illinois, Article VII, Section 10, provides that units of local municipalities and school districts may contract among themselves in any manner not prohibited by law or by ordinance.

B. The Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., authorizes public agencies in Illinois to exercise jointly with any other public agency any power or powers, privileges, functions or authority which may be exercised by a public agency, individually, and to enter into contracts for the performance of governmental services, activities, and undertakings.

C. Metra has the authority to cooperate with other governmental agencies and desires to contribute grant funds to reimburse the Municipality for a portion of the costs of the construction of a warming shelter at the Tinley Park commuter facility (“**Project**”).

D. The Municipality is authorized to cooperate with Metra in the exercise of its powers and agrees to manage the Project, and the work necessary to complete the Project (“**Work**”).

E. Metra has determined that the Parties will benefit from the completion of the Project and will provide the Municipality a portion of the necessary funding for the performance of the Work in relation to the Project.

AGREEMENT

NOW, THEREFORE, for and in consideration of the foregoing Recitals, which are hereby incorporated into and made a part of this Agreement, the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted by the Parties, the Parties agree as follows:

1. **THE PROJECT**, more specifically described on the on the concept site plan attached to and made a part of this Agreement as **Exhibit A**, (the “**Concept**”). The Concept has been approved by Metra.

2. **AMOUNT OF GRANT**. The total cost of constructing the Project pursuant to the Concept is estimated to be One Hundred Seventy-Five Thousand Dollars (\$175,000). Metra agrees to provide grant funding to the Municipality in an amount up to and not to exceed Seventy-Five

Thousand Dollars (\$75,000) to pay a portion of the costs for the completion of the Project (“Grant” or “Grant Funds”). The costs of completion that exceed this amount will be the responsibility of the Municipality. Metra may agree in writing to increase the amount of the Grant Funding subject to the approval of Metra’s Board of Directors and Executive Director.

3. **INDEMNITY.** Each Party (“Indemnifying Party”) shall indemnify and hold harmless the other Party, its directors, officers, agents, servants and employees (“Indemnified Party”) from and against any and all claims, demands, causes of action, losses, damages, fines, penalties, liabilities, costs and expenses, including attorney's fees and court costs, to which Indemnified Party may become liable or subject to by reason of or arising out of the failure of Indemnifying Party to perform its obligations hereunder. Under no circumstance will the indemnification obligation set forth herein extend to cover claims, demands, causes of action, losses, damages, fines, penalties, liabilities, costs and expenses, including attorney's fees and court costs arising from the Indemnified Party’s own negligence or willful misconduct. The indemnities contained in this section survive the termination of this Agreement.

4. **JOINT OBLIGATIONS.**

(a) The Parties agree to do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in furthering the objectives of this Agreement, and the intent of the Parties as reflected by the terms of this Agreement, including, without limitation, the enactment of such resolutions and ordinances, the execution of such permits, applications and agreements, and the taking of such other actions as may be necessary to enable the Parties’ compliance with the terms and provisions of this Agreement, and as may be necessary to give effect to the objectives of this Agreement and the intentions of the Parties as reflected by the terms of this Agreement.

(b) Neither Party shall assign this Agreement to any person or entity without the prior written consent of the other Party.

(c) Municipality and Metra agree that this Agreement is for the benefit of the Parties and not for the benefit of any third party beneficiary. No third Party shall have any rights or claims against Metra or the Municipality arising from this Agreement.

5. **ELIGIBLE COSTS.**

(a) Expenditures incurred by Municipality shall be reimbursable under the Project to the extent they meet the requirements set forth below:

- i. Be necessary in order to accomplish the Project; and
- ii. Be satisfactorily documented (collectively, the “Eligible Costs”).

(b) In the event that it may be impractical to determine exact costs of indirect or service functions, Eligible Costs will include such allowances for these costs as may be approved in writing by Metra.

6. **PAYMENT.** Metra will pay Municipality upon submittal of an acceptable invoice to Metra along with any detailed information about the Work that may be required by Metra. Upon submittal of an invoice, Metra shall process the invoice to verify that such costs are Eligible Costs incurred by Municipality, and shall submit payment within thirty (30) days of the date upon which such payment invoice was timely received. Municipality shall submit invoices for actual costs incurred within forty-five (45) days after completion of the Work. Reimbursement of any cost pursuant to this Section shall not constitute a final determination by Metra of the allowability of such cost and shall not constitute a waiver of any violation of the terms of this Agreement committed by Municipality. Metra will make a final determination as to the allowability only after a final audit of the Project and/or Work has been conducted.

7. **DOCUMENTATION OF PROJECT COSTS.** All costs charged to the Project, including any approved services contributed by Municipality or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and property of the charges.

8. **AUDIT AND INSPECTION.** Municipality shall permit, and shall require its contractors to permit, Metra, RTA, or any other state or federal agency providing grant funds, or their designated agents, authorized to perform such audit and inspection, to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts of Municipality and its contractors with regard to the Project. Metra also may require the Municipality to furnish, at any time prior to close-out of the Project, audit reports prepared according to generally accepted accounting principles at Municipality's expense. Municipality agrees to promptly comply with recommendations contained in Metra's final audit report.

9. **RIGHT OF METRA TO TERMINATE.** Upon written notice to Municipality, Metra reserves the right to suspend or terminate all or part of the financial assistance herein provided if Municipality is, or has been, in violation of the terms of this Agreement. Any failure to make progress, which significantly endangers substantial performance of the Project within a reasonable time, shall be deemed to be a violation of the terms of this Agreement. Termination of any part of the Grant Funds will not invalidate obligations properly incurred by Municipality and concurred in by Metra prior to the date of termination to the extent they are non-cancellable. The acceptance of a remittance by Metra of any or all Grant Funds previously received by Municipality or the closing out of Metra financial participation in the Project shall not constitute a waiver of any claim which Metra may otherwise have arising out of this Agreement. In the event of termination of this Agreement during the construction phase for reasons other than violation of the terms hereof by Municipality, Metra shall determine the most appropriate course of action to be taken with respect to the Project.

10. **COMPLIANT WITH RULES AND REGULATIONS.** Municipality agrees that the award of the contracts for the Project has been done in accordance with all applicable state, federal, and Municipality's established rules, regulations and ordinances.

11. **COUNTERPARTS.** This Agreement may be simultaneously executed in counterparts, each of which so executed shall be deemed to be original, and such counterparts together shall constitute one and the same instrument.

12. **EXPENDITURE OF GRANT FUNDS.** Municipality agrees that the Grant Funds for this Project will be used to reimburse costs for Eligible Costs of the Project.

13. **SUBSEQUENT MAINTENANCE & REPAIR.** Upon completion of the Project, Municipality agrees that the new warming shelter will become a part of the Commuter Facility as defined in that certain, "Agreement for the Operation and Maintenance of a Commuter Rail Facility in the Village of Tinley Park," (the "OMA") entered into by the Parties on October 24, 2006, Metra No. 87650, and all maintenance and repair of the building shall be the responsibility of the Municipality under the terms of the OMA.

14. **ENTIRE AGREEMENT.** This Agreement represents the entire Agreement between Metra and Municipality and supersedes all prior negotiations and agreements. This Agreement shall be construed in accordance with the internal laws of the State of Illinois. This Agreement may be amended only by written instrument signed by both Parties hereto.

15. **NOTICES.** All notices, demands, elections, and other instruments required or permitted to be given or made by either Party upon the other under the terms of this Agreement or any statute shall be in writing. Such communications shall be deemed to have been sufficiently served if sent by certified or registered mail with proper postage prepaid, hand delivered, sent by regular mail by the sending Party at the respective addresses shown below, or to such other Party or address as either Party may from time to time furnish to the other in writing. Such notices, demands, elections and other instruments shall be considered delivered to recipient on the second business day after deposit in the U.S. Mail, on the day of delivery if hand delivered.

(a) Notices to Metra shall be sent to:

Metra
547 W. Jackson Boulevard
Chicago, Illinois 60661
Attn: Director of Government Affairs
Phone: (312) 322-6494

(b) Notices to Municipality shall be sent to:

Tinley Park
16250 S. Oak Park Avenue
Tinley Park, IL 60477
Attn:
Phone: (708) 444-5000

16. **GENERAL.**

(a) This Agreement shall be governed by the laws of the State of Illinois.

(b) This Agreement, together with the exhibits attached hereto (all of which are incorporated herein by this reference), constitutes the entire Agreement between the Parties with respect to the subject matter hereof.

(c) The execution, delivery of, and performance under this Agreement is pursuant to authority, validity and duly conferred upon the Parties and signatories hereto.

Signature Page to Follow

IN WITNESS WHEREOF, this Agreement is entered into by and between the Parties hereto as of the date and year first above written.

VILLAGE OF TINLEY PARK:

METRA:

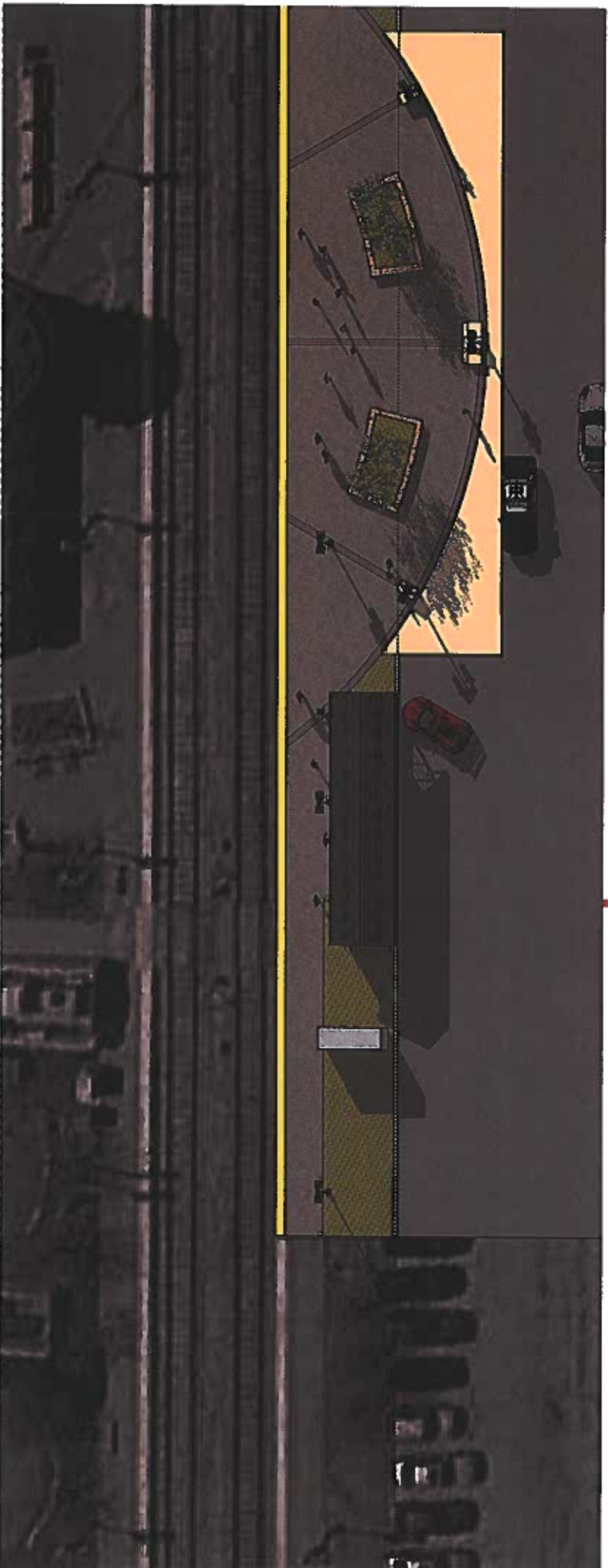
By: _____

By: _____
James M. Derwinski, CEO/Executive Director

(please print name and title)

Exhibit A

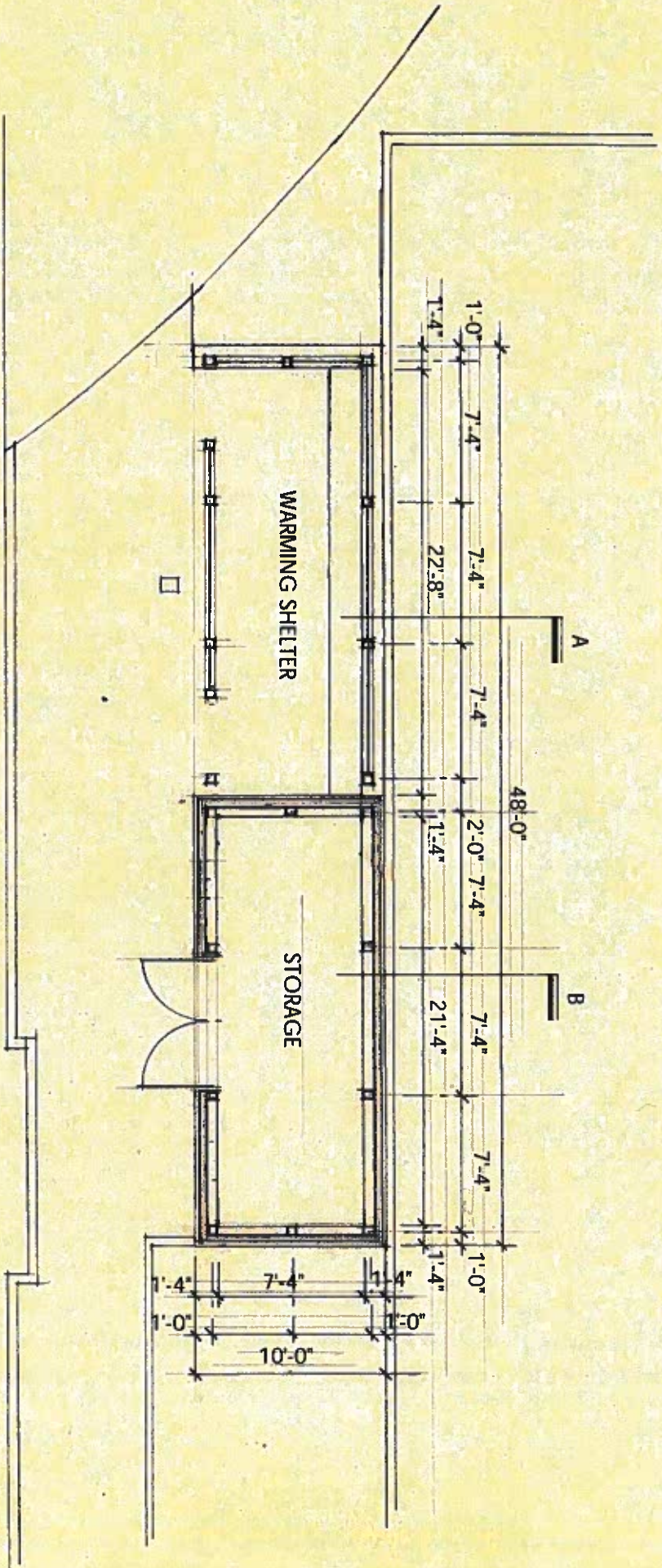
Concept



SITE PLAN

TINLEY PARK OAK PAK AVE METRA STATION





FLOOR PLAN

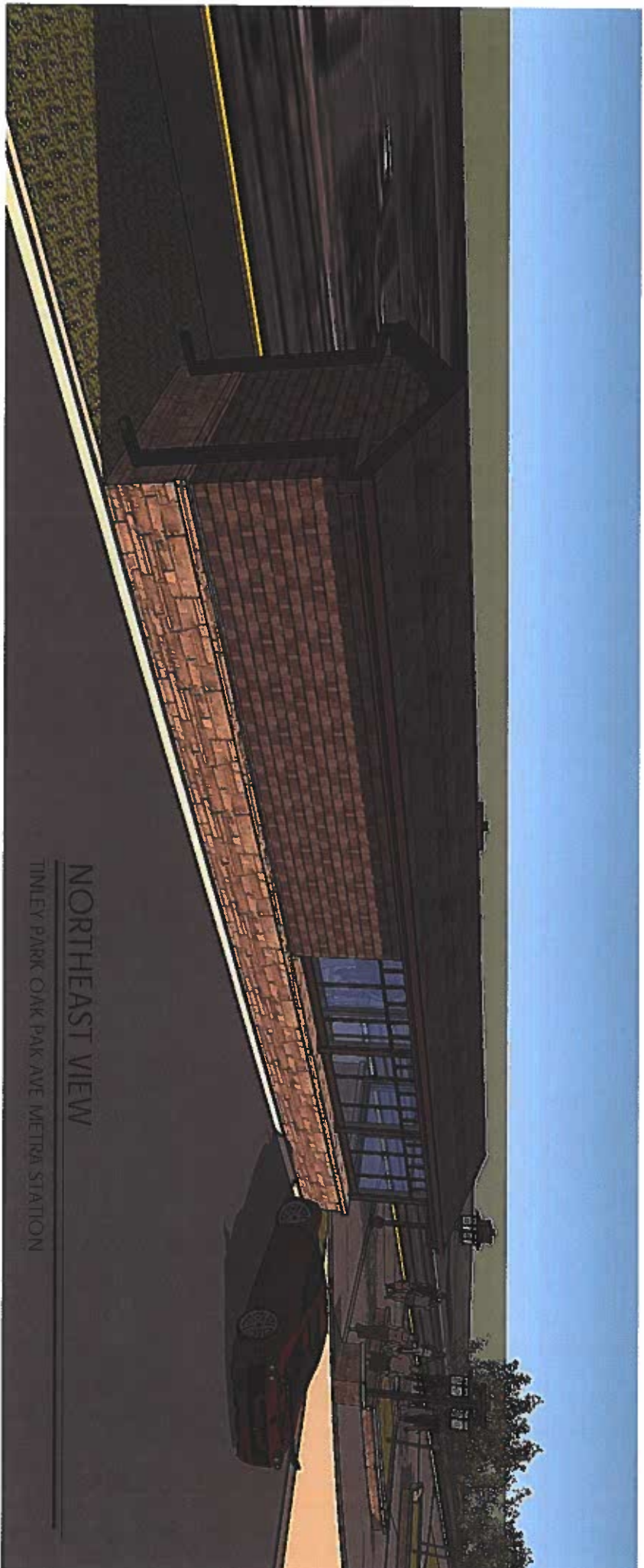
TINLEY PARK OAK PAK AVE METRA STATION

1/8" = 1'-0"

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LEGATARCHITECTS
SUSTAINABILITY | PERFORMANCE | DESIGN



NORTHEAST VIEW

TINLEY PARK OAK PARK AVE METRA STATION



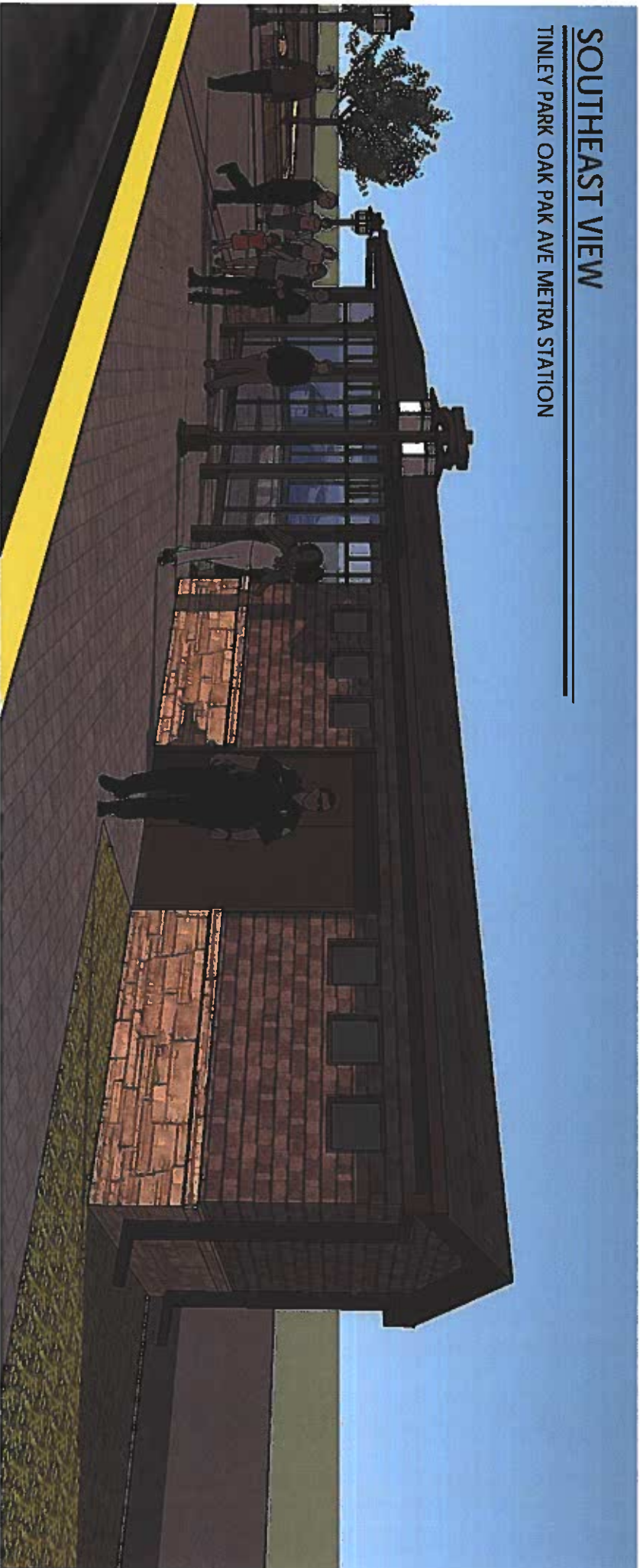
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SUSTAINABILITY | PERFORMANCE | DESIGN



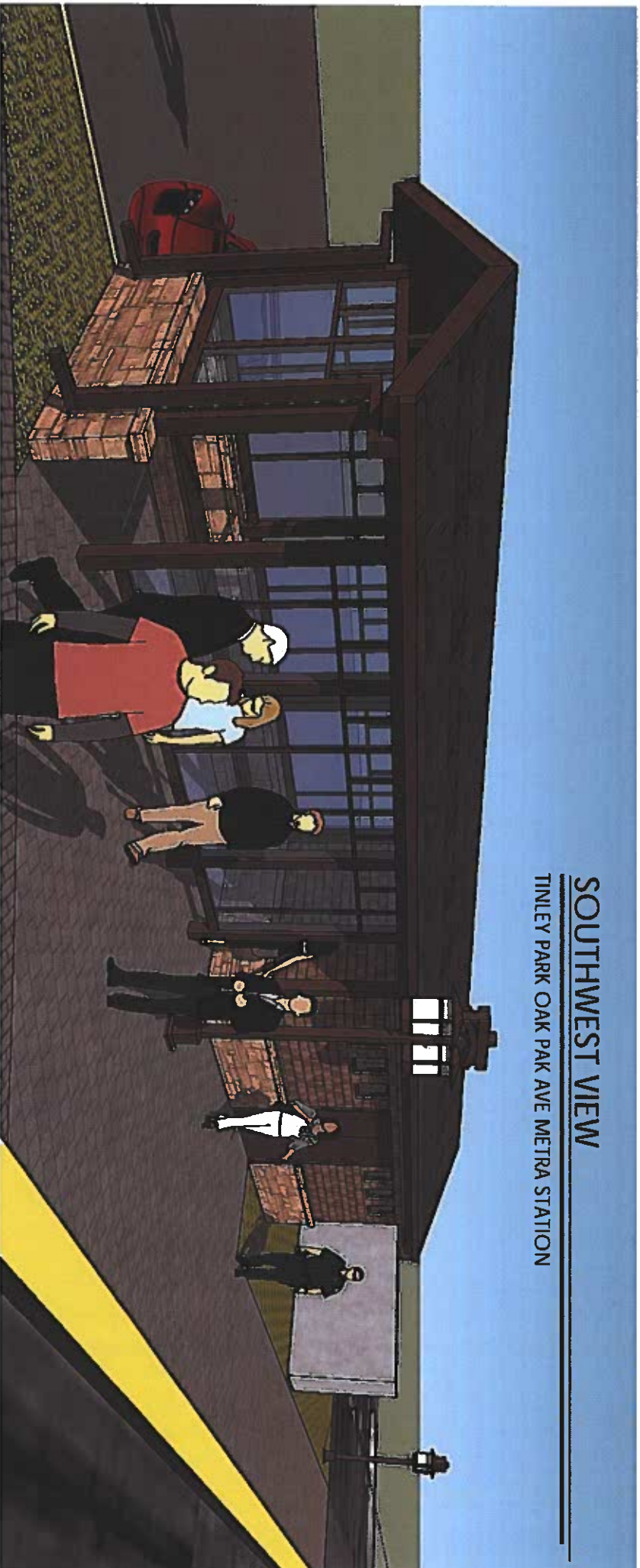
LEGAT ARCHITECTS
SUSTAINABILITY | PERFORMANCE | DESIGN

SOUTHEAST VIEW

TINLEY PARK OAK PAK AVE METRA STATION



LEGAT ARCHITECTS
SUSTAINABILITY | PERFORMANCE | DESIGN



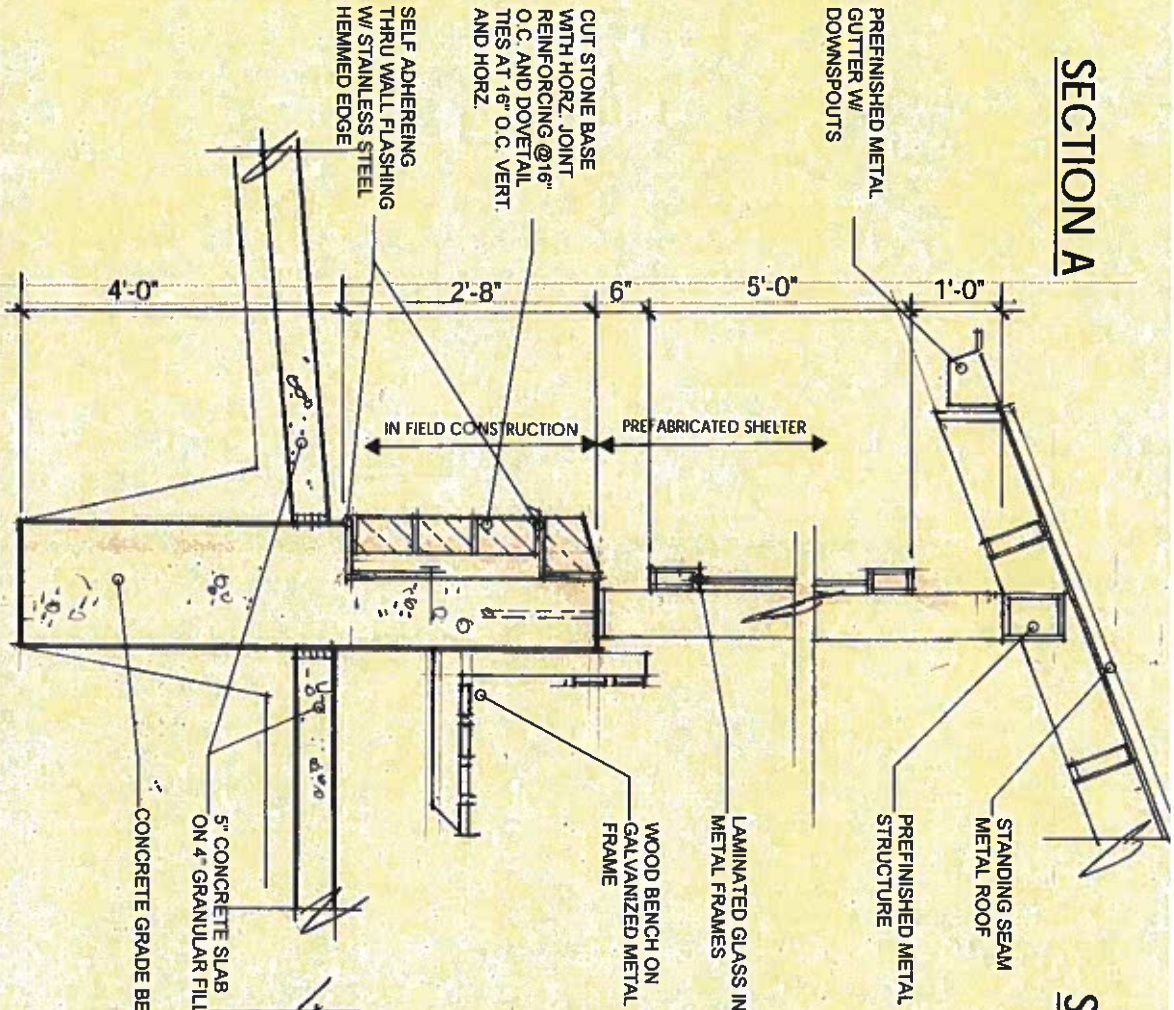
SOUTHWEST VIEW

TINLEY PARK OAK PARK AVE METRA STATION

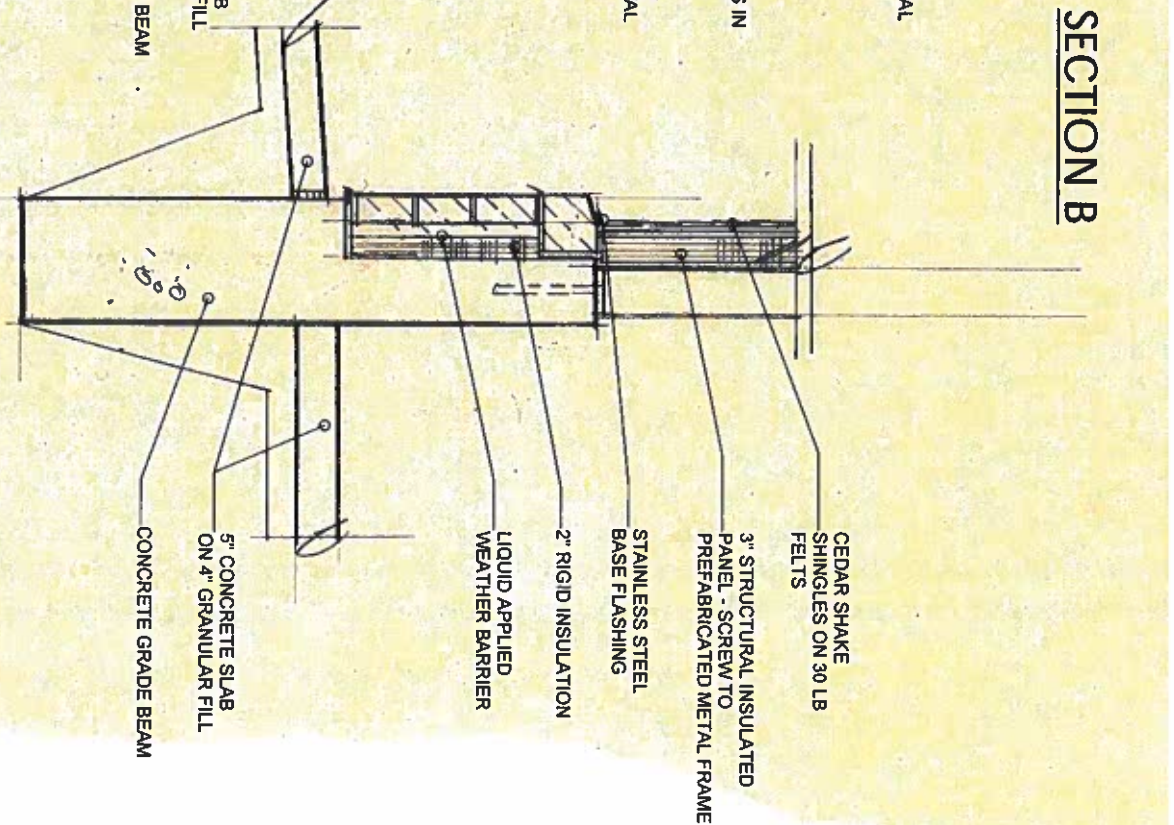


LEGATARCHITECTS
SUSTAINABILITY | PERFORMANCE | DESIGN

SECTION A



SECTION B



LEGATARCHITECTS
 SUSTAINABILITY | PERFORMANCE | DESIGN



Interoffice Memo

Date: May 10, 2019
To: Public Works Committee
From: Pat Carr, Asst. Village Manager
CC: Dave Niemeyer, Village Manager
Subject: RFP/RFQ Process and Local Vendor Promotion

Staff would like to discuss the process and determination of an RFP and RFQ for Village projects. In addition, staff would like to discuss ways to improve competition with local vendors on bids within the village.



Interoffice Memo

Date: March 6, 2019

To: David Niemeyer – Village Manager
Brad Bettenhausen – Village Treasurer
Kevin Workowski, Public Works Director

From: Colby Zemaitis, PE, CFM – Village Engineer

Subject: Contract Award FY2020 PMP Resurfacing Program

Prepared for May 14, 2019 Public Works Committee Meeting for consideration and possible action:

Description: The project entails approximately 11.2 miles of pavement improvements which include street resurfacing by heater scarification, HMA surface removal and replacement, pavement patching, miscellaneous concrete repairs, structure adjustments, pavement striping and other miscellaneous improvements in order to complete the project.

Five (5) bids were received and publicly read on April 23, 2019. The bid results are below and the bid tab is attached. The lowest responsible bidder was Gallagher Asphalt Corporation in the amount of \$3,777,794.75. To meet the available funding, this project will be reduced to approximately 10.5 miles of resurfacing to meet the available budget.

<u>Contractor</u>	<u>Location</u>	<u>Bid Total</u>
Gallagher Asphalt Corporation	Thornton, IL	\$3,777,794.75
PT Ferro Construction Company	Joliet, IL	\$3,871,111.85
D Construction Co.	Coal City, IL	\$4,199,401.25
Lindahl Brothers Inc.	Bensenville, IL	\$4,234,802.00
Austin-Tyler Construction, Inc.	Elwood, IL	\$4,812,204.35
Engineer's Estimate		\$3,598,532.50

Budget / Finance: Funding in the amount of \$3,960,000.00 is available in the FY20 Budget for Design Engineering, Roadway Resurfacing Construction, Material Testing and Construction Engineering. This project will be reduced from 11.2 miles to approximately 10.5 miles of road improvements to meet the approved budgeted amount.

Budget	\$3,960,000.00
Low Bid - Gallagher Asphalt	\$3,777,794.75
Engineering Base Fee	\$1,250.00
Negotiated Preliminary Engineering Fee (3.5%)	\$132,222.82
Negotiated Engineering Inspection Fee (6%)	\$226,667.69
Materials Testing Fee	<u>\$27,500.00</u>
	\$4,165,435.25

Over Budget Total **(\$205,435.25)**

Change Order #1	\$199,794.75
Remaining (Over Budget) Total as Awarded	<u>(\$5,640.50)</u>
Approve Budget Total	\$3,965,640.50

Staff Direction Request:

1. Approve the bid in the amount of \$3,578,000.00 based on low adjusted bid amount (Change Order #1) for the 2019 PMP Resurfacing Project to Gallagher Asphalt Corporation for the 10.5 miles of pavement improvements. Quantities will be field adjusted (reduced by a minimum of an additional \$5,640.50) to meet the budget constraints.
2. Direct Staff as necessary.

Attachments

1. Bid Tab dated 4/26/19
2. Award letter from Robinson Engineering dated 5/1/19
3. Change Order # 1







Municipal Expertise. Community Commitment.

Jennifer S. Prinz, PE
Direct Line: (708) 210-5687
Email: jprinz@reltd.com

May 1, 2019

Project 19-R0005.01

Village of Tinley Park
16250 South Oak Park Avenue
Tinley Park, Illinois 60477

Attn.: Mr. Colby Zemaitis, PE CFM, Village Engineer

RE: FY 2020 PMP Resurfacing Program- Section 19-00000-00-GM

Dear Kevin:

Bids were received and publicly read on Tuesday April 23, 2019 at 10:01 AM for the above-mentioned project. The bid results are as follows:

<u>Contractor</u>	<u>Location</u>	<u>As Read Bid</u>
Gallagher Asphalt Corporation	Thornton, IL	\$3,777,794.75
P.T. Ferro Construction Co.	Joliet, IL	\$3,871,111.85
D Construction Co.	Coal City, IL	\$4,199,401.25
Lindahl Brothers Inc.	Bensenville,	\$4,234,802.00
Austin Tyler Construction, Inc.	Elwood, IL	\$4,812,204.35
<i>Engineer's Estimate</i>		\$3,598,532.50

We have reviewed the bids and found them to be correct and in order; therefore, at this time we recommend that the Village award the contract to the low responsive responsible bidder, Gallagher Asphalt Corporation in the amount of Three Million Seven Hundred Seventy Seven Thousand Seven Hundred Ninety Four Dollars and Seventy Five Cents (\$3,777,794.75).

Should there be any questions on this matter, please feel free to call me.

Respectfully yours,
ROBINSON ENGINEERING, LTD.

Jennifer S. Prinz, PE CFM
Village Engineering Consultant
/jsp

R:\2015-2019\2019\19-R0005.TP\19-R0005.01\Correspondence\Award letter 05.01.2019.doc

Encl. Bid Tabulation
Xc Kelly Mulqueeny, Street Superintendent w/ enclosures

Tabulation of Bids

Local Public Agency: Village of Tinley Park Date: _____
 County: Cook Time: _____
 Section: 19-00000-00-GM Appropriation: _____
 Estimate: \$3,598,532.50

Attended By: _____

Name of Bidder:	Gallagher Asphalt Corp.	P.T. Ferro Construction Co.	D. Construction, Inc.	Lindahl Brothers Inc.	Austin Tyler Construction Inc.
Address of Bidder:	18100 S. Indiana Avenue	700 S. Rowell Ave	1488 S. Broadway	622 E. Green Street	23343 S. Ridge Road
	Thornton, IL 60476	Joliet, IL 60434	Coal City, IL 60416	Bensenville, IL 60106	Elwood, IL 60421
Approved Engineer's Estimate					

Item No.	Item Description	Unit	QTY	Unit Price	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
40600290	BITUMINOUS MATERIALS (TACK COAT)	POUND	101,000	\$0.01	\$1,010.00	\$0.01	\$1,010.00	\$0.01	\$1,010.00	\$0.01	\$1,010.00	\$0.01	\$1,010.00	\$0.01	\$1,010.00
40600625	LEVELING BINDER (MACHINE METHOD), N50	TON	200	\$54.00	\$10,800.00	\$70.00	\$14,000.00	\$65.00	\$13,000.00	\$65.00	\$13,000.00	\$84.00	\$16,800.00	\$82.00	\$16,400.00
40600982	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQ YD	580	\$2.30	\$1,334.00	\$25.00	\$14,500.00	\$0.01	\$5.80	\$7.00	\$4,060.00	\$10.50	\$6,090.00	\$0.01	\$5.80
40603335	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	TON	14,800	\$59.75	\$884,300.00	\$66.50	\$984,200.00	\$70.00	\$1,036,000.00	\$62.00	\$917,600.00	\$71.50	\$1,058,200.00	\$74.50	\$1,102,600.00
40603340	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N70	TON	4,100	\$60.00	\$246,000.00	\$67.50	\$276,750.00	\$70.00	\$287,000.00	\$65.25	\$267,525.00	\$73.50	\$301,350.00	\$76.50	\$313,650.00
42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	21,000	\$6.00	\$126,000.00	\$6.00	\$126,000.00	\$11.00	\$231,000.00	\$5.78	\$121,380.00	\$7.35	\$154,350.00	\$6.80	\$142,800.00
44000155	HOT-MIX ASPHALT SURFACE REMOVAL, 1 1/2"	SQ YD	84,100	\$1.35	\$113,535.00	\$1.20	\$100,920.00	\$1.70	\$142,970.00	\$2.35	\$197,635.00	\$1.84	\$154,744.00	\$1.85	\$155,585.00
44000200	DRIVEWAY PAVEMENT REMOVAL	SQ YD	2,875	\$14.00	\$40,250.00	\$15.00	\$43,125.00	\$18.00	\$51,750.00	\$10.50	\$30,187.50	\$15.75	\$45,281.25	\$16.35	\$47,006.25
44000500	COMBINATION CURB AND GUTTER REMOVAL	FOOT	21,600	\$7.00	\$151,200.00	\$7.50	\$162,000.00	\$7.85	\$169,560.00	\$7.50	\$162,000.00	\$8.65	\$186,840.00	\$11.25	\$243,000.00
44000600	SIDEWALK REMOVAL	SQ FT	21,000	\$1.60	\$33,600.00	\$2.00	\$42,000.00	\$1.50	\$31,500.00	\$1.95	\$40,950.00	\$1.55	\$32,550.00	\$2.20	\$46,200.00
44201672	CLASS D PATCHES, TYPE II, 2 INCH	SQ YD	50	\$42.00	\$2,100.00	\$45.00	\$2,250.00	\$35.00	\$1,750.00	\$16.00	\$800.00	\$20.00	\$1,000.00	\$35.00	\$1,750.00
44201676	CLASS D PATCHES, TYPE IV, 2 INCH	SQ YD	225	\$22.00	\$4,950.00	\$35.00	\$7,875.00	\$35.00	\$7,875.00	\$15.00	\$3,375.00	\$20.00	\$4,500.00	\$23.00	\$5,175.00
44201711	CLASS D PATCHES, TYPE IV, 5 INCH	SQ YD	1,200	\$44.00	\$52,800.00	\$42.00	\$50,400.00	\$45.00	\$54,000.00	\$34.00	\$40,800.00	\$35.00	\$42,000.00	\$51.00	\$61,200.00
44201761	CLASS D PATCHES, TYPE I, 10 INCH	SQ YD	1,300	\$70.00	\$91,000.00	\$75.00	\$97,500.00	\$70.00	\$91,000.00	\$75.00	\$97,500.00	\$45.00	\$58,500.00	\$118.00	\$153,400.00
44201765	CLASS D PATCHES, TYPE II, 10 INCH	SQ YD	1,000	\$70.00	\$70,000.00	\$75.00	\$75,000.00	\$70.00	\$70,000.00	\$71.00	\$71,000.00	\$45.00	\$45,000.00	\$111.00	\$111,000.00
44201769	CLASS D PATCHES, TYPE III, 10 INCH	SQ YD	250	\$70.00	\$17,500.00	\$75.00	\$18,750.00	\$70.00	\$17,500.00	\$67.00	\$16,750.00	\$45.00	\$11,250.00	\$97.00	\$24,250.00
44201771	CLASS D PATCHES, TYPE IV, 10 INCH	SQ YD	354	\$74.00	\$26,196.00	\$75.00	\$26,550.00	\$70.00	\$24,780.00	\$66.00	\$23,364.00	\$45.00	\$15,930.00	\$88.00	\$31,152.00
48101200	AGGREGATE SHOULDERS, TYPE B	TON	625	\$40.00	\$25,000.00	\$30.00	\$18,750.00	\$30.00	\$18,750.00	\$22.00	\$13,750.00	\$50.00	\$31,250.00	\$43.00	\$26,875.00
60234200	INLETS, TYPE A, TYPE 1 FRAME, OPEN LID	EACH	1	\$1,200.00	\$1,200.00	\$1,750.00	\$1,750.00	\$1,200.00	\$1,200.00	\$1,320.00	\$1,320.00	\$2,620.00	\$2,620.00	\$1,240.00	\$1,240.00
60603800	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	1,000	\$22.00	\$22,000.00	\$27.00	\$27,000.00	\$25.00	\$25,000.00	\$26.25	\$26,250.00	\$24.10	\$24,100.00	\$28.25	\$28,250.00
70300220	TEMPORARY PAVEMENT MARKING - LINE 4"	FOOT	1,000	\$0.25	\$250.00	\$1.50	\$1,500.00	\$1.00	\$1,000.00	\$0.33	\$330.00	\$2.00	\$2,000.00	\$0.01	\$10.00
78001100	PAINT PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	250	\$3.00	\$750.00	\$3.50	\$875.00	\$3.00	\$750.00	\$3.15	\$787.50	\$3.00	\$750.00	\$3.85	\$962.50
78001110	PAINT PAVEMENT MARKING - LINE 4"	FOOT	18,600	\$0.40	\$7,440.00	\$0.50	\$9,300.00	\$0.31	\$5,766.00	\$0.33	\$6,138.00	\$0.35	\$6,510.00	\$0.75	\$13,950.00
78001130	PAINT PAVEMENT MARKING - LINE 6"	FOOT	2,100	\$0.65	\$1,365.00	\$1.00	\$2,100.00	\$0.53	\$1,113.00	\$0.55	\$1,155.00	\$0.55	\$1,155.00	\$1.15	\$2,415.00
78001150	PAINT PAVEMENT MARKING - LINE 12"	FOOT	1,025	\$1.35	\$1,383.75	\$1.75	\$1,793.75	\$1.05	\$1,076.25	\$1.10	\$1,127.50	\$1.10	\$1,127.50	\$2.25	\$2,306.25
78001180	PAINT PAVEMENT MARKING - LINE 24"	FOOT	525	\$2.75	\$1,443.75	\$3.50	\$1,837.50	\$3.00	\$1,575.00	\$3.15	\$1,653.75	\$3.00	\$1,575.00	\$3.85	\$2,021.25
78100100	RAISED REFLECTIVE PAVEMENT MARKER	EACH	30	\$35.00	\$1,050.00	\$130.00	\$3,900.00	\$60.00	\$1,800.00	\$52.50	\$1,575.00	\$50.00	\$1,500.00	\$100.00	\$3,000.00
78300200	RAISED REFLECTIVE PAVEMENT MARKER REMOVAL	EACH	30	\$15.00	\$450.00	\$10.00	\$300.00	\$0.01	\$0.30	\$10.00	\$300.00	\$20.00	\$600.00	\$0.01	\$0.30
LR400510	REJUVENATING AGENT	GALLON	28,300	\$0.01	\$283.00	\$0.01	\$283.00	\$0.01	\$283.00	\$0.01	\$283.00	\$0.01	\$283.00	\$0.01	\$283.00
LR400520	HOT IN-PLACE RECYCLING - SURFACE RECYCLING	SQ YD	218,000	\$3.70	\$806,600.00	\$3.49	\$760,820.00	\$3.40	\$741,200.00	\$3.70	\$806,600.00	\$3.60	\$784,800.00	\$4.60	\$1,002,800.00

Tabulation of Bids

Local Public Agency: Village of Tinley Park Date: _____
 County: Cook Time: _____
 Section: 19-00000-00-GM Appropriation: _____
 Estimate: \$3,598,532.50

Attended By: _____

Name of Bidder:	Gallagher Asphalt Corp.	P.T. Ferro Construction Co.	D. Construction, Inc.	Lindahl Brothers Inc.	Austin Tyler Construction Inc.
Address of Bidder:	18100 S. Indiana Avenue	700 S. Rowell Ave	1488 S. Broadway	622 E. Green Street	23343 S. Ridge Road
	Thornton, IL 60476	Joliet, IL 60434	Coal City, IL 60416	Bensenville, IL 60106	Elwood, IL 60421
Approved Engineer's Estimate					

Item No.	Item Description	Unit	QTY	Unit Price	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X0326144	TACTILE/DETECTABLE WARNING SURFACE	SQ FT	4,200	\$18.00	\$75,600.00	\$20.00	\$84,000.00	\$0.01	\$42.00	\$21.00	\$88,200.00	\$21.00	\$88,200.00	\$17.25	\$72,450.00
X2110104	TOPSOIL FURNISH AND PLACE, 4" (SPECIAL)	SQ YD	12,425	\$0.70	\$8,697.50	\$0.01	\$124.25	\$0.01	\$124.25	\$3.15	\$39,138.75	\$1.00	\$12,425.00	\$6.00	\$74,550.00
X2520700	SODDING, SPECIAL	SQ YD	12,425	\$1.50	\$18,637.50	\$0.01	\$124.25	\$0.01	\$124.25	\$15.75	\$195,693.75	\$11.00	\$136,675.00	\$15.00	\$186,375.00
X4230720	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 7 INCH, SPECIAL	SQ YD	1,300	\$60.00	\$78,000.00	\$65.00	\$84,500.00	\$75.00	\$97,500.00	\$63.00	\$81,900.00	\$62.95	\$81,835.00	\$71.00	\$92,300.00
X4401198	HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH	SQ YD	56,000	\$1.20	\$67,200.00	\$1.35	\$75,600.00	\$1.70	\$95,200.00	\$2.40	\$134,400.00	\$1.42	\$79,520.00	\$1.35	\$75,600.00
X6026624	VALVE BOXES TO BE ADJUSTED (SPECIAL)	EACH	27	\$200.00	\$5,400.00	\$100.00	\$2,700.00	\$175.00	\$4,725.00	\$78.75	\$2,126.25	\$300.00	\$8,100.00	\$240.00	\$6,480.00
Z0004522	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 6"	SQ YD	1,575	\$40.00	\$63,000.00	\$45.00	\$70,875.00	\$44.00	\$69,300.00	\$32.50	\$51,187.50	\$41.95	\$66,071.25	\$56.00	\$88,200.00
Z0017400	DRAINAGE & UTILITY STRUCTURES TO BE ADJUSTED	EACH	300	\$250.00	\$75,000.00	\$270.00	\$81,000.00	\$220.00	\$66,000.00	\$577.50	\$173,250.00	\$720.00	\$216,000.00	\$445.00	\$133,500.00
Z0017700	DRAINAGE & UTILITY STRUCTURES TO BE RECONSTRUCTED	EACH	20	\$750.00	\$15,000.00	\$1,000.00	\$20,000.00	\$600.00	\$12,000.00	\$1,575.00	\$31,500.00	\$1,680.00	\$33,600.00	\$825.00	\$16,500.00
z9999999	COMBINATION CONCRETE CURB AND GUTTER REPLACEMENT	FOOT	20,600	\$21.00	\$432,600.00	\$22.50	\$463,500.00	\$23.00	\$473,800.00	\$22.05	\$454,230.00	\$22.05	\$454,230.00	\$24.50	\$504,700.00
z9999999	RUBBER ADJUSTING RINGS	EACH	700	\$0.01	\$7.00	\$0.01	\$7.00	\$0.01	\$7.00	\$59.85	\$41,895.00	\$62.00	\$43,400.00	\$0.01	\$7.00
z9999999	STEEL ADJUSTING RINGS	EACH	25	\$150.00	\$3,750.00	\$125.00	\$3,125.00	\$175.00	\$4,375.00	\$194.25	\$4,856.25	\$200.00	\$5,000.00	\$175.00	\$4,375.00
z9999999	REPLACE FRAMES AND ADJUSTMENTS, 4"	EACH	10	\$300.00	\$3,000.00	\$400.00	\$4,000.00	\$400.00	\$4,000.00	\$656.25	\$6,562.50	\$310.00	\$3,100.00	\$360.00	\$3,600.00
z9999999	REPLACE FRAMES AND ADJUSTMENTS, 7"	EACH	28	\$325.00	\$9,100.00	\$400.00	\$11,200.00	\$400.00	\$11,200.00	\$735.00	\$20,580.00	\$310.00	\$8,680.00	\$390.00	\$10,920.00
z9999999	PIPE UNDERDRAINS, FABRIC LINED TRENCH 6"	FOOT	50	\$35.00	\$1,750.00	\$80.00	\$4,000.00	\$50.00	\$2,500.00	\$73.50	\$3,675.00	\$86.00	\$4,300.00	\$47.00	\$2,350.00
				TOTAL:	\$3,598,532.50		\$3,777,794.75		\$3,871,111.85		\$4,199,401.25		\$4,234,802.00		\$4,812,204.35



Village of Tinley Park
Change Order Form

Change Order No. 1
Date: 5/1/2019

Name of Project FY 2020 PMP Proposed Resurfacing
Department Public Works
Contractor Gallagher Asphalt Construction Company

The following changes are hereby made to the CONTRACT DOCUMENTS:
Reduce contract to match funding in FY2020 budget. Delete at least 3 streets or 0.7 miles of resurfacing and other items as directed by staff to reduce quantity and thus reduce the overall contract cost.

Location No.	Location Name	From	To	Length
21	Cambridge Place	175th Street	Windsor Parkway	648
22	Drummond Drive	Windsor Parkway	Windsor Parkway	1412
23	Windsor Parkway	Drummond Drive	94th Avenue	1467

Justification:
Reduce contract to funding level. Total funding is \$3,960,000 for design engineering, construction, material testing and construction engineering.

Original CONTRACT AMOUNT	\$	\$3,777,794.75
Previous CHANGE ORDER(S) No(s). <u>N/A</u>	\$	\$0.00
Current CONTRACT AMOUNT with all previous changes to date	\$	\$3,777,794.75
 This CHANGE ORDER AMOUNT	\$	(\$199,794.75)
NEW CONTRACT AMOUNT including this change order	\$	\$3,578,000.00
TOTAL CHANGE to CONTRACT AMOUNT - All Change Orders		-5.29%
EXTENSION OF CONTRACT TIME IN DAYS		0
REVISED FINAL COMPLETION DATE		n/a

Approvals Required:
To be effective this Order must be approved by the Village if it changes the scope or objective of the PROJECT, or as may otherwise be required by the CONTRACT.

Reviewed by: _____
Village Engineer Date

Accepted by: _____
Village Manager Date

**PUBLIC
COMMENT**

ADJOURNMENT