

## **NOTICE OF THE SPECIAL MEETING OF THE COMMITTEE OF THE WHOLE**

The special meeting of the Committee of the Whole is scheduled for  
Tuesday, May 5, 2020 beginning at 5:30 p.m.

A copy of the agenda for this meeting is attached hereto and  
can be found at [www.tinleypark.org](http://www.tinleypark.org).

### **NOTICE - MEETING MODIFICATION DUE TO COVID-19**

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

Please note there is a new temporary procedure for public speaking. In-person public speaking is temporarily suspended, although public comments can still be made under the new temporary procedure for public speaking. Written comments and requests to speak may be submitted via email prior to the meeting. Further details can be found on the Village of Tinley Park website on the "Minutes and Agendas" web page at [www.tinleypark.org](http://www.tinleypark.org).

***Public comments or requests to speak must be emailed in advance of the meeting to [clerksoffice@tinleypark.org](mailto:clerksoffice@tinleypark.org) or placed in the Drop Box at the Village Hall by noon on Tuesday, May 5, 2020. For public health and safety reasons, comments and requests to speak may only be submitted electronically.***

Kristin A. Thirion  
Clerk  
Village of Tinley Park

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

**NOTICE IS HEREBY GIVEN** that a Committee of the Whole Special Meeting of the Village of Tinley Park, Cook and Will Counties, Illinois will be held on Tuesday, May 5, 2020, beginning at 5:30 p.m. in Council Chambers, located in the Tinley Park Village Hall, 16250 South Oak Park Avenue, Tinley Park, Illinois 60477.

The agenda is as follows:

1. CALL MEETING TO ORDER.
2. CONSIDER APPROVAL OF THE MINUTES OF THE COMMITTEE OF THE WHOLE MEETING HELD ON APRIL 21, 2020.
3. DISCUSS A RECAPTURE FOR COSTS RELATED TO UTILITY EXTENSIONS AND A LIFT STATION SERVING THE AREA EAST OF LAGRANGE ROAD GENERALLY BETWEEN 179<sup>TH</sup> STREET, 183<sup>RD</sup> STREET AND 94<sup>TH</sup> AVENUE.
4. DISCUSS COOK COUNTY 7B – RECLASSIFICATION FOR TOP HOSPITALITY LLC, DBA NEW HORIZON (RESIDENCE INN).
5. DISCUSS COOK COUNTY 7B – RECLASSIFICATION FOR TOP HOSPITALITY LLC, DBA NEW HORIZON (COURTYARD).
6. DISCUSS TEXT AMENDMENT FOR TEMPORARY USE – PETE’S MARKET.
7. DISCUSS RENEWAL OF THE CONTRACT WITH J&J NEWELL FOR THE CONCRETE FLATWORK AND CURB REPAIR PROGRAM.
8. DISCUSS RENEWAL OF THE CONTRACT WITH TRAFFIC CONTROL CORPORATION FOR THE PAVEMENT STRIPING PROGRAM.
9. DISCUSS POST 7 (164<sup>TH</sup> STREET & HARLEM AVENUE) FORCED MAIN IMPROVEMENTS.
10. DISCUSS FIBER OPTIC EXTENSION PROJECT – 80TH AVENUE TRAIN STATION TO POST 11 WATER TOWER.
11. DISCUSS THE VILLAGE MANAGER’S AUTHORITY TO CONTRACT FOR THE PURCHASE OF ELECTRICITY – STREET LIGHTING ACCOUNTS.
12. DISCUSS REQUEST FOR A LICENSE FEE REDUCTION UNDER THE VILLAGE LICENSING AGREEMENT FOR USE OF THE OAK PARK AVENUE TRAIN STATION DUE TO COVID-19 FOR CAVALLINI’S AT THE OAK PARK AVENUE TRAIN STATION.
13. RECEIVE COMMENTS FROM THE PUBLIC.

ADJOURNMENT

KRISTIN A. THIRION  
VILLAGE CLERK

**SPECIAL COMMITTEE OF THE WHOLE | APRIL 21, 2020**

**MINUTES**

**Special Meeting of the Committee of the Whole  
April 21, 2020 – 5:30 p.m.  
Village Hall of Tinley Park – Council Chambers  
16250 S. Oak Park Avenue  
Tinley Park, IL 60477**

President Pro Tem Glotz called the special meeting of the Committee of the Whole to order at 5:35 p.m.

At this time, President Pro Tem Glotz, stated the meeting was being held remotely via electronic participation consistent with Governor Pritzker's Executive Order 2020-07 issued on March 16, 2020, which suspends the Open Meetings Act provisions relating to in-person attendance by members of a public body. Specifically, the Governor's Office: (1) suspends the requirement in Section 2.01 that "members of a public body must be physically present;" and (2) suspends the limitations in Section 7 on when remote participation is allowed. President Pro Tem Glotz confirmed Board Members and Staff were able to communicate. All replied affirmative, except for Trustee Berg. President Pro Tem Glotz then introduced ground rules for effective and clear conduct of Village business.

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

Members Present: M. Glotz, Village President Pro Tem  
J. Vandenberg, Village President (Participated Electronically)  
K. Thirion, Village Clerk  
C. Berg, Village Trustee (Participated Electronically - Arrived 5:54 p.m.)  
W. Brady, Village Trustee (Participated Electronically)  
W. Brennan, Village Trustee (Participated Electronically)  
D. Galante, Village Trustee (Participated Electronically)  
M. Mueller, Village Trustee (Participated Electronically)

Members Absent:

Other Board Members Present: J. Vandenberg, Village President (Participated Electronically)

Staff Present: D. Niemeyer, Village Manager  
P. Carr, Assistant Village Manager  
L. Godette, Deputy Clerk  
P. O'Grady, Village Attorney  
M. Walsh, Police Chief (Participated Electronically)  
F. Reeder, Fire Services Administrator (Participated Electronically)  
J. Urbanski, Interim Public Works Director (Participated Electronically)  
B. Bettenhausen, Village Treasurer/Finance Director  
A. Brown, Assistant Village Treasurer/Finance Director  
H. Lipman, Management Analyst

Others Present:

**Item #2 – CONSIDER APPROVAL OF THE MINUTES OF THE COMMITTEE OF THE WHOLE MEETINGS HELD ON MARCH 10, AND MARCH 17, 2020.**

– Motion was made by President Pro-Tem Glotz, seconded by Trustee Galante, to approve the minutes of the Committee of the Whole meetings held on March 10, and March 17, 2020. Vote by roll call. Ayes: Brennan, Galante, Glotz, Mueller. Nays: None. Absent: Berg, Brady. President Pro-Tem Glotz declared the motion carried.

**Item #3 – DISCUSS PURCHASE OF SMALL DUMP TRUCK (UNIT 94).**

– John Urbanski, Interim Public Works Director present the request for approval of replacing a 2008 F550 Ford dump truck with a 2020 model. This truck broke down in February with internal engine noises. It was determined that there was engine failure because of a valve broken that damaged the cylinder wall. Repairs can be made with a used engine but the warranty would only be for 6 months and repairs could exceed \$15,000 or we could purchase a new chassis and swap out existing bed and hoist at a cost of \$45,000 (which is recommended by the Head Mechanic). We would also receive a 3-year warranty.

Budget / Finance: Funding is budgeted and available in the unapproved FY21 Budget.

Budget Available for 3/4 Ton Pick-up truck	\$40,900
O & M R&M motor vehicles	\$3,993
Purchase of chassis	(\$44,893)
Difference	\$0

President Pro Tem Glotz asked if there were any comments from the Board. There were none. Motion was made by Trustee Glotz, seconded by Trustee Brennan, to recommend approval of replacing a 2008 F550 Ford dump truck with a 2020 model, be forwarded to the Village Board for approval. Vote by roll call. Ayes: Brennan, Galante, Glotz, Mueller. Nays: None. Absent: Berg, Brady. President Pro-Tem Glotz declared the motion carried.

**Item #4 – DISCUSS A RESOLUTION INSTITUTING EMERGENCY FACE COVERING MEASURES DUE TO THE COVID-19 PUBLIC HEALTH EMERGENCY.**

– David Niemeyer, Village Manager, presented a resolution requesting residents and visitors to Tinley Park, wear face coverings outside of their place of residence due to the COVID-19 crisis, with some exceptions. The Centers for Disease Control and Prevention (CDC) has recommended this to prevent the spread of the virus. This will become effective April 24, 2020 to give us time to notify businesses and residents.

Face Coverings would be required at all essential businesses, including employees and customers. This resolution would not apply to the following situations:

- Engaged in outdoor activity such as walking, running, biking or other solitary physical activity while at the same time practicing social or physical distancing of at least six feet from others;
- Riding alone in a personal vehicle;
- Who are alone or with household members in a separate single space;
- When doing so creates a greater health, safety or security risk to the individual or the public; and
- While drinking or eating.

President Pro Tem Glotz asked if there were any comments from the Board. Trustee Brady has read the public comments submitted to the Board members. He likes face coverings being used in conjunction with the other preventative measures in place, to prevent further infections. Trustee Brennan has also read the public comments submitted to the Board, adding if one life is saved, it is worth it. He noted the public

confusion regarding this being a resolution rather than an ordinance. He noted there will be no tickets issued under this resolution. Trustee Mueller also concurred, adding this is the CDC guidance.

Trustee Galante stated currently face coverings are optional, this is not a police action. The essential workers need to be protected. Citizens continue to have the right not to wear the face coverings and do not have to enter the businesses.

Trustee Mueller stated that anything we can do to stop the spread of this infection is a step in the right direction. This is encouraged by the CDC and instructions on how to make a mask can be found at their website. This should be used in conjunction with social distancing.

President Vandenberg noted this resolution expresses the importance of essential businesses, supplying Personal Protective Equipment (PPE) to its employees. He noted this is not a mandate, but the intent is express the importance to businesses to provide PPE to its employees. He has read the public comments submitted to the Board, and feels the Board has an obligation to protect the public's health and thanked the Chairman for adding this item to the agenda.

President Pro Tem Glotz feels this action should be taken by Governor Pritzker, not individual municipalities, however, he strongly encourages everyone to wear a face covering.

Clerk Thirion concurred with President Pro Tem Glotz. She noted that many businesses are limiting the number of customers that can be allowed in the business at anyone time which is also helpful to limiting the spread of the disease.

Trustee Glotz asked Village Attorney O'Grady to explain the difference between a resolution and an ordinance. Paul O'Grady, Village Attorney, explained there is no enforcement, fines, or recommendations for arrest with this Resolution. It is requesting essential businesses supply PPE to employees and for citizens to wear a face covering while in public.

Trustee Brady noted governments have issued mandates for the safety of the public in the past, such as seat belts, child safety seats, and blackout's during World War II; adding this is a temporary measure.

Trustee Berg noted that except for respirator masks, no face coverings are impervious.

Motion was made by Trustee Brady, seconded by Trustee Galante, to recommend approval of A Resolution Instituting Emergency Face Covering Measures Due To The Covid-19 Public Health Emergency, be forwarded to the Village Board for approval. Vote by roll call. Ayes: Brady, Brennan, Galante, Mueller. Nays: Berg, Glotz. Absent: None. President Pro Tem Glotz declared the motion carried.

**Item #5 – RECEIVE COMMENTS FROM THE PUBLIC –**

President Pro Tem Glotz asked if there were any comments from members submitted in writing. Village Attorney O'Grady stated three (3) written comments were received by the deadline and were forwarded to Village Officials. In addition, one (1) comment was received after the deadline and that was also forwarded to Village Officials. All comments were regarding Item #4.

Stephen Eberhardt	4/20/2020	Face Coverings
Jaffer Ali	4/21/2020	Face Coverings
	4/21/2020	Face Coverings
Jeff Geibel	4/21/2020	Face Coverings (after 1pm)

President Pro Tem Glotz asked if there was anyone from the public who requested to comment telephonically. Village Attorney O'Grady stated there were none.

**ADJOURNMENT**

Motion was made by Trustee Glotz, seconded by Trustee Brady, to adjourn the Committee of the Whole. Vote by roll call. Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. President Pro Tem Glotz declared the meeting adjourned at 6:09 p.m.

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# Interoffice Memo

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**Date:** May 5, 2020

**To:** Dave Niemeyer, Village Manager

**From:** Paula J. Wallrich, AICP

**Subject:** Route 45/183 Street Infrastructure Recapture Ordinance

## BACKGROUND

The area located along the Route 45 (LaGrange Road) commercial corridor, north of I-80, has lagged in commercial growth for some time due to the lack of existing utility infrastructure. In the FY 18/19 Fiscal Budget, the Village Board approved a new initiative that would include extending sanitary sewer and water main in this area as an inducement for commercial development. A contract with Baxter Woodman Engineering was awarded late last year for the design engineering for the project.

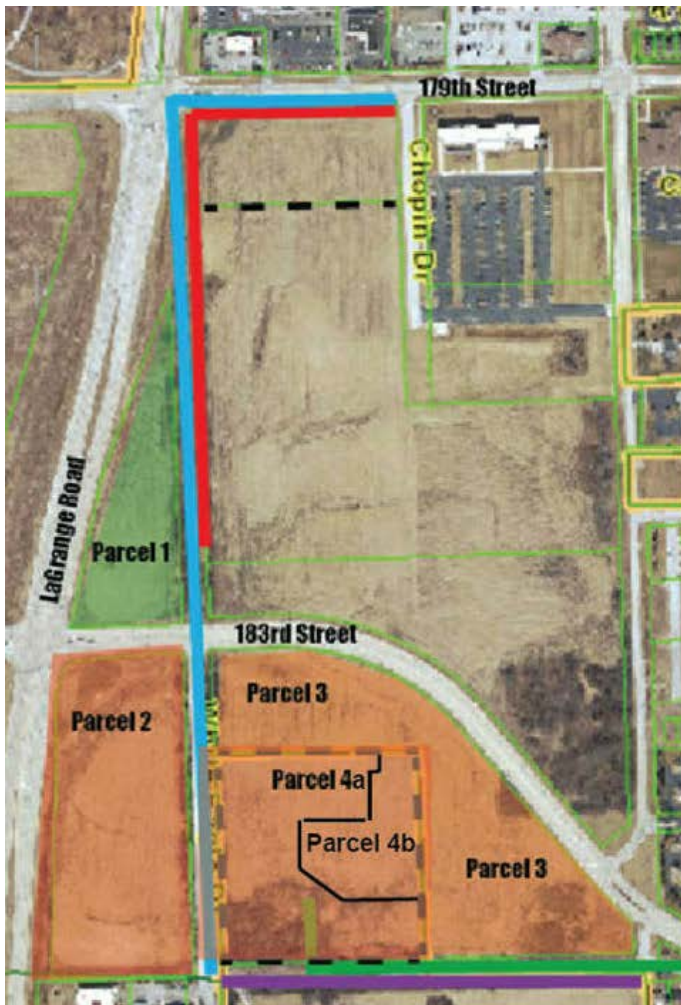
Planning staff received an application from Top Hospitality LLC in August of 2019 for the annexation and development of an 8.75 acre parcel east of White Eagle Drive and south of 183<sup>rd</sup> Street. The proposal includes two Marriot branded hotels. Currently the property is not served by sanitary sewer, and the extension of the nearby water main does not provide adequate water pressure to serve two 4-story hotels. A temporary connection to an existing sanitary sewer south of the property was investigated, however it could only be approved on a temporary basis as the sewer capacity has already been allocated for undeveloped property in the area.

The permanent solution for providing utilities to this parcel, along with several other parcels in the vicinity necessitates the infrastructure improvements as depicted in the graphic below. The Village will be constructing these improvements later this year with an anticipated completion date of December 2020. The proposed recapture ordinance provides for the Village to recoup the cost of these improvements from the benefitted properties.

## DISCUSSION

The proposed recapture ordinance provides for the recapture of all costs related to the extension of the utilities and construction of a lift station as identified in the graphic below. There are five (5) properties that will benefit from these improvements; four (4) will benefit from the construction of a lift station. The proposed hotel property is identified as parcels 4 a and 4 b.





- Proposed sanitary
- Proposed water
- Existing water
- Existing sanitary
- Parcel 1 Subject to Utility Extension Costs but Not Subject to Lift Station Costs
- Parcels 2,3,4a & 4b Subject to Utility Extension Costs and Lift Station Costs

The formula for calculating the appropriate recapture amount is based on a square foot basis as a percentage of the actual total cost of construction of the utility extensions, including the acquisition costs of easements and rights-of-way and all legal and engineering services expenses required for the installation for the utility extensions and lift station. Exhibit B of the proposed Recapture Ordinance outlines the proportionate cost for the utility extension; Exhibit C outlines the cost for the Lift stations. Only Parcel 1 is excluded from payment of the lift station. All other benefitted properties (Parcels 2, 3, 4a & 4b) are subject to the costs for both the lift station and the utility extension.

The recapture fees shall be compounded annually for a period of five years, after which the fees will no longer increase. The Finance Director has established two means by which to calculate this increase as outlined in Section Four of the ordinance. If the Village elects to issue a municipal bond for this work the fees will be increased annually by the True Interest Cost (TIC) which is defined as the real cost of the bond issue including all ancillary fees and costs stated as an annualized percentage. If the Village chooses to finance the improvements through any other means (e.g.



capital reserves, grant, or short term borrowing), the recapture fees shall be increased annually by the change in the Construction Cost Index (CCI) as compiled as part of the collection of Municipal Cost Indexes assembled by American City and County on a monthly basis.

Preliminary estimates for the cost of the proposed infrastructure has been provided by Baxter Woodman Engineering. The estimated cost for the utility extension is \$1,875,000 which includes a 5% contingency; the estimate cost for the lift station is \$525,000 also with a 5% contingency. The estimates are attached.

## **RECOMMENDATION**

Recommend staff prepare an ordinance for the recapture of all costs related to the extension of utilities in the general area of Route 45 and 183<sup>rd</sup> Street including the construction of a lift station.



**VILLAGE OF TINLEY PARK, ILLINOIS**  
**LAGRANGE ROAD UTILITIES - 30% Design**

**4/13/2020**

Pay Item	Unit	Unit Price	Total	Total Cost
PRECONSTRUCTION VIDEO RECORDING	LSUM	\$ 5,000	1	\$ 5,000
TRAFFIC CONTROL AND PROTECTION	LSUM	\$ 25,000	1	\$ 25,000
REMOVAL AND REPLACEMENT OF UNSUITABLE MATERIAL	CUYD	\$ 135	97	\$ 13,095
SOIL TESTS FOR CONTAMINANTS	EACH	\$ 1,000	16	\$ 15,500
CONTAMINATED WASTE DISPOSAL	TON	\$ 90	155	\$ 13,950
TREE REMOVAL AND GRUBBING	LSUM	\$ 20,000	1	\$ 20,000
EROSION AND SEDIMENT CONTROL, INLET PROTECTION FILTER	EACH	\$ 200	14	\$ 2,800
WATER MAIN (OPEN CUT),				\$ -
12" DUCTILE IRON	FOOT	\$ 170	2,313	\$ 393,210
12" DUCTILE IRON RJT	FOOT	\$ 190	800	\$ 152,000
6" DUCTILE IRON RJT	FOOT	\$ 100	84	\$ 8,400
WATER MAIN (JACKED IN PLACE), 12" DUCTILE IRON RJT	FOOT	\$ 500	130	\$ 65,000
ADDITIONAL WATER MAIN FITTINGS	POUND	\$ 5	4,270	\$ 21,350
GATE VALVE, 12"	EACH	\$ 4,000	8	\$ 32,000
VALVE VAULT, 6' DIAMETER	EACH	\$ 4,500	8	\$ 36,000
FIRE HYDRANT	EACH	\$ 5,000	8	\$ 40,000
CONNECTION TO WATER MAIN (NON-PRESSURE), 12"	EACH	\$ 4,000	2	\$ 8,000
SANITARY SEWER, 15" PVC				
0'-8'	FOOT	\$ 180	245	\$ 44,100
8'-12'	FOOT	\$ 200	585	\$ 117,000
12'-16'	FOOT	\$ 220	0	\$ -
16'-20'	FOOT	\$ 250	1,336	\$ 334,000
MANHOLE, 4' DIAMETER				
0'-8'	EACH	\$ 7,000	0	\$ -
8'-12'	EACH	\$ 8,000	4	\$ 32,000
12'-16'	EACH	\$ 10,000	0	\$ -
16'-20'	EACH	\$ 16,000	5	\$ 80,000
SANITARY SEWER, 15" PVC (JACKED IN PLACE)	FOOT	\$ 500	130	\$ 65,000
CONNECTION TO EXISTING SANITARY MANHOLE	EACH	\$ 2,500	1	\$ 2,500
TELEVISIONING OF NEW SEWER FOR FINAL INSPECTION	FOOT	\$ 2	960	\$ 1,920
FORCE MAIN, 6" PVC	FOOT	\$ 100	535	\$ 53,500
GRANULAR BACKFILL	FOOT	\$ 45	100	\$ 4,500
RESTORATION OF LAWNS AND PARKWAYS	SQYD	\$ 20	8,200	\$ 164,000
Sub-Total				\$ 1,750,000
5% Contingency				\$ 1,875,000

VILLAGE OF TINLEY PARK, ILLINOIS  
LAGRANGE ROAD LIFT STATION - 30% Design

4/13/2020

Pay Item	Unit	Unit Price	Total	Total Cost
LIFT STATION	LSUM	\$ 500,000	1	\$ 500,000
Sub-Total				\$ 500,000
5% Contingency				\$ 525,000



# Interoffice Memo

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**Date:** May 5, 2020  
**To:** Committee of the Whole  
**Cc:** Dave Niemeyer, Village Manager  
**From:** Paula Wallrich, Acting Community Development Director  
**Subject:** 9599 94<sup>th</sup> Avenue- Class 7b- Residence Inn Hotel



## **BACKGROUND**

Haresh Jethani (Applicant) of Top Hospitality, LLC. plans to invest \$17,630,000, excluding the purchase of the land, to construct a 118-room hotel approximately 85,000 square feet for a proposed Residence Inn of Marriott Hotel on the vacant 8.7-acres of land located at 9599 94<sup>th</sup> Avenue in Tinley Park. This location has been 100% vacant and requires significant improvements. The property is currently located in unincorporated Will County, but has filed a petition for annexation to the Village of Tinley Park.

Top Hospitality plans to construct two hotels at this location (Residence Inn & Courtyard). The land will be subdivided into two lots to provide for a hotel on each; therefore they are filing two separate Class 7b tax incentives. Top Hospitality plans to construct the project in phases; the Residence Inn will be constructed last.

The Village of Tinley Park can expect Top Hospitality to increase the property tax value of the location. In addition, the hotel plans on hiring approximately 40 employees (25 full-time and 15 part-time). The hotel is expecting to generate healthy revenue through hotel tax for the Village of Tinley Park.

On February 5, 2019, the Village Board approved Ordinance 2019-O-009 designating the area known as 179<sup>th</sup> and Lagrange Road as blighted. This designation is the first requirement to qualify for Cook County's Class 7 Assessment Program. The blighted designation allows for current / future developers and businesses the ability to immediately access Cook County Class 7 incentives with Village approval to attract investment in high vacancy and underdeveloped areas. The subject property is located within the designated blighted area outlined within the ordinance and is therefore eligible to apply for Class 7 incentives.

The Applicant has retained the counsel of Elliott & Associates, a property tax law firm located in Des Plaines, Illinois, to assist with preparing the Class 7b application for Village and Cook County submittal.



## **DISCUSSION**

The Applicant is requesting a Class 7b incentive to develop on land commonly known as 9599 94<sup>TH</sup> Avenue (formerly 18300 96th Avenue, now White Eagle Drive). The Applicant has stated "but for" the Class 7b reclassification the development of this property will likely not be feasible. The applicant is working on the justification for the reclassification which staff will need prior to going before the Village Board for approval. Cook County provides the Class 7b Incentive Program that allows the reclassification of properties to effectively lower their tax assessment from the commercial rate of 25% to the residential rate of 10%. Class 7b reclassifications provide an assessment of 10% of market value for the first twelve (12) years, 15% in the 11th year, and 20% in the 12th year.

The Class 7b Incentive Program is intended to spur development in areas determined to be "in need of commercial development," commercial projects with total development costs, exclusive of land, over \$2 million, which would not be economically feasible without the incentive. The ten-year incentive applies to all newly constructed buildings or other structures, including the land upon which they are situated. High property taxes are a primary reason for Class 7b incentives and the competition with Will County and Indiana taxes.

### **Incentive Policy Checklist**

The following statements are in line with the Village of Tinley Park's incentive policy.

1. The developer will file the Cook County forms, plans to be a long-term owner/investor, and plans to comply with Village and County obligations of the Class 7b Incentive Program.
2. Due to its location in an area previously designated as blighted, this project meets the Target Development Area Incentive Policy Requirement outlined in section B-8.
3. As a project expected to exceed \$1 million in capital investment, this project meets the Minimum Capital Investment Policy requirement.

#### Strategic Plan Checklist

- Economic Development Strategy 6: The Village is moving forward with the design and construction of utilities along LaGrange Road. This pro-active work is making it possible for development to come to this area.

#### Benefits

The project will be an enhancement to the Village by developing vacant land in an area previously designated as blighted by the Village.

The proposed reclassification resolution shall also include an agreement between Top Hospitality and the Village obligating the applicant to certain conditions of their proposed development. Any failure to meet these conditions will result in the Village's right to terminate the agreement and the Class 7b Assessment Classification on the Property. The conditions for the Residence Hotel development are summarized below:

1. Payment of all real estate taxes;
2. Property must be developed in accordance with approved plans;
3. Project must be completed by December 31, 2022 (applicant has the right to request an extension)

#### **RECOMMENDATION**

The Economic Commercial Commission reviewed this request at their March 09, 2020 meeting. The Commission unanimously voted to recommend approval of the class 7b request for the Residence Inn Hotel. The Village board will review the application on May 5<sup>th</sup> for First Reading.



# Interoffice Memo

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**Date:** May 5, 2020

**To:** Committee of the Whole

**Cc:** Dave Niemeyer, Village Manager

**From:** Paula Wallrich, Acting Community Development Director

**Subject:** 9599 94<sup>th</sup> Avenue- Class 7b- Courtyard of Marriott Hotel



## **BACKGROUND**

Haresh Jethani (Applicant) of Top Hospitality, LLC. plans to invest \$17,880,000, excluding the purchase of the land, to construct a 125-room hotel approximately 83,722 square feet for a proposed Courtyard of Marriott Hotel on the vacant 8.7-acres of land located at 9599 94<sup>th</sup> Avenue in Tinley Park. This location has been 100% vacant and requires significant improvements. The property is currently located in unincorporated Will County, but has filed a petition for annexation to the Village of Tinley Park.



Top Hospitality plans to construct two hotels at this location (Residence Inn & Courtyard). The land will be subdivided into two lots to provide for a hotel on each; therefore they are filing two separate Class 7b tax incentives. Top Hospitality plans to construct the project in phases starting with the Courtyard Hotel first.

The Village of Tinley Park can expect Top Hospitality to increase the property tax value of the location. In addition, the hotel plans on hiring approximately 51 employees (36 full-time and 15 part-time) and help to generate healthy revenue through hotel tax for the Village of Tinley Park.

On February 5, 2019, the Village Board approved Ordinance 2019-O-009 designating the area known as 179<sup>th</sup> and LaGrange Road as blighted. This designation is the first requirement to qualify for the Cook County's Class 7 Assessment Program. The blighted designation allows for current / future developers and businesses the ability to immediately access Cook County Class 7 incentives with Village approval to attract investment in high vacancy and underdeveloped areas. The subject property is located within the designated blighted area outlined within the ordinance and is therefore eligible to apply for Class 7 incentives.

The Applicant has retained the counsel of Elliott & Associates, a property tax law firm located in Des Plaines, Illinois, to assist with preparing the Class 7b application for Village and Cook County submittal.



## **DISCUSSION**

The Applicant is requesting a Class 7b incentive to develop on land commonly known as 9599 94<sup>TH</sup> Avenue (formerly 18300 96<sup>th</sup> Avenue, now White Eagle Drive). The Applicant has stated "but for" the Class 7b reclassification, the the development of this property will likely not be feasible. Cook County provides the Class 7b Incentive Program that allows the reclassification of properties to effectively lower their tax assessment from the commercial rate of 25% to the residential rate of 10%. Class 7b reclassifications provide an assessment of 10% of market value for the first twelve (12) years, 15% in the 11<sup>th</sup> year, and 20% in the 12<sup>th</sup> year.

The Class 7b Incentive Program is intended to spur development in areas determined to be "in need of commercial development," commercial projects with total development costs, exclusive of land, over \$2 million, which would not be economically feasible without the incentive. The ten-year incentive applies to all newly constructed buildings or other structures, including the land upon which they are situated. High property taxes are a primary reason for Class 7b incentives and the competition with Will County and Indiana taxes.

### **Incentive Policy Checklist**

The following statements are in line with the Village of Tinley Park's incentive policy.

1. The developer will file the Cook County forms, plans to be a long-term owner/investor, and plans to comply with Village and County obligations of the Class 7b Incentive Program.

2. Due to its location in an area previously designated as blighted, this project meets the Target Development Area Incentive Policy Requirement outlined in section B-8.
3. As a project expected to exceed \$1 million in capital investment, this project meets the Minimum Capital Investment Policy requirement.

#### Strategic Plan Checklist

- Economic Development Strategy 6: The Village is moving forward with the design and construction of utilities along LaGrange Road. This pro-active work is making it possible for development to come to this area.

#### Benefits

- The project will be an enhancement to the Village by developing vacant land in an area previously designated as blighted by the Village.

The proposed reclassification resolution shall also include an agreement between Top Hospitality and the Village obligating the applicant to certain conditions of their proposed development. Any failure to meet these conditions will result in the Village's right to terminate the agreement and the Class 7b Assessment Classification on the Property. The conditions for the Courtyard Hotel development are summarized below:

1. Payment of all real estate taxes;
2. Property must be developed in accordance with approved plans;
3. Project must be completed by December 31, 2022 (applicant has the right to request an extension)

#### **RECOMMENDATION**

The Economic Commercial Commission reviewed this request at their March 09, 2020 meeting. The Commission unanimously voted to recommend approval of the class 7b request for the Courtyard Inn Hotel. The Village board will review the application on May 5<sup>th</sup> for First Reading.



# Interoffice Memo

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**Date:** May 5, 2020

**To:** Dave Niemeyer, Village Manager

**From:** Paula J. Wallrich, AICP

**Subject:** Temporary Use Text Amendment

## BACKGROUND

The Village allows for certain temporary uses under Section V.C.11. of the Zoning Ordinance. These uses cover such operations as temporary offices for the sale of rental property, a temporary yard for construction materials, sale of holiday trees or seasonal vegetation and carnivals. Consideration of any other kind of temporary use requires a text amendment to the Zoning Ordinance.

Pete's Fresh Market recently purchased the former K-Mart property at 16300 Harlem Avenue and have presented a conceptual development proposal (attached) that includes new construction of a 74,000 sq. ft. grocery store and 48,000 sq. ft. retailer. They also propose to redevelop the former K-Mart store to provide an additional ±33,000 sq. ft. of retail space and +158,400 sq. ft. of accessory warehouse/distribution space. The proposal will require an amendment to the existing Park Place Planned Unit Development which will be scheduled for review later this year. Due to COVID-19, Pete's Fresh Market has experienced increased demand for warehouse space at their existing warehouse facilities. Currently their warehouses contain some non-grocery related items such as fixtures and equipment for their stores. They have requested to use the vacant K-Mart store to temporarily relocate these items to make room for more grocery related items in their existing warehouse facilities. They have also stated that during this time of COVID they have been presented with purchasing opportunities for items of necessity that have been difficult to keep stocked in their stores. Therefore, they would also like the opportunity to use the Tinley Park property to store some of these products on a temporary basis as well.

## DISCUSSION

Warehouse/distribution uses are permitted in the M1 (General Manufacturing) and MU-1 (Mixed Use Duvan Drive) zoning districts. The former K-mart site is zoned B-3 (General Business and Commercial District) as a Planned Unit Development (PUD). Any consideration of non-permitted uses on this site will require a substantial deviation of the PUD and full submittal and refinement of the ultimate development proposal for the site. This could take up to a year to complete. Due to the urgency of the request, Staff has been requested to provide for this use as temporary use.



As stated above, the Zoning Ordinance currently only provides for certain listed uses. Warehousing or distribution is not listed as a permitted temporary use. This pandemic has created unique circumstances for our community. While Pete's Fresh Market has requested this use due to their operational needs there may be similar requests for stockpiling or warehousing of goods in the future. Natural disasters or fires could require a retailer to request warehousing space on a temporary basis.

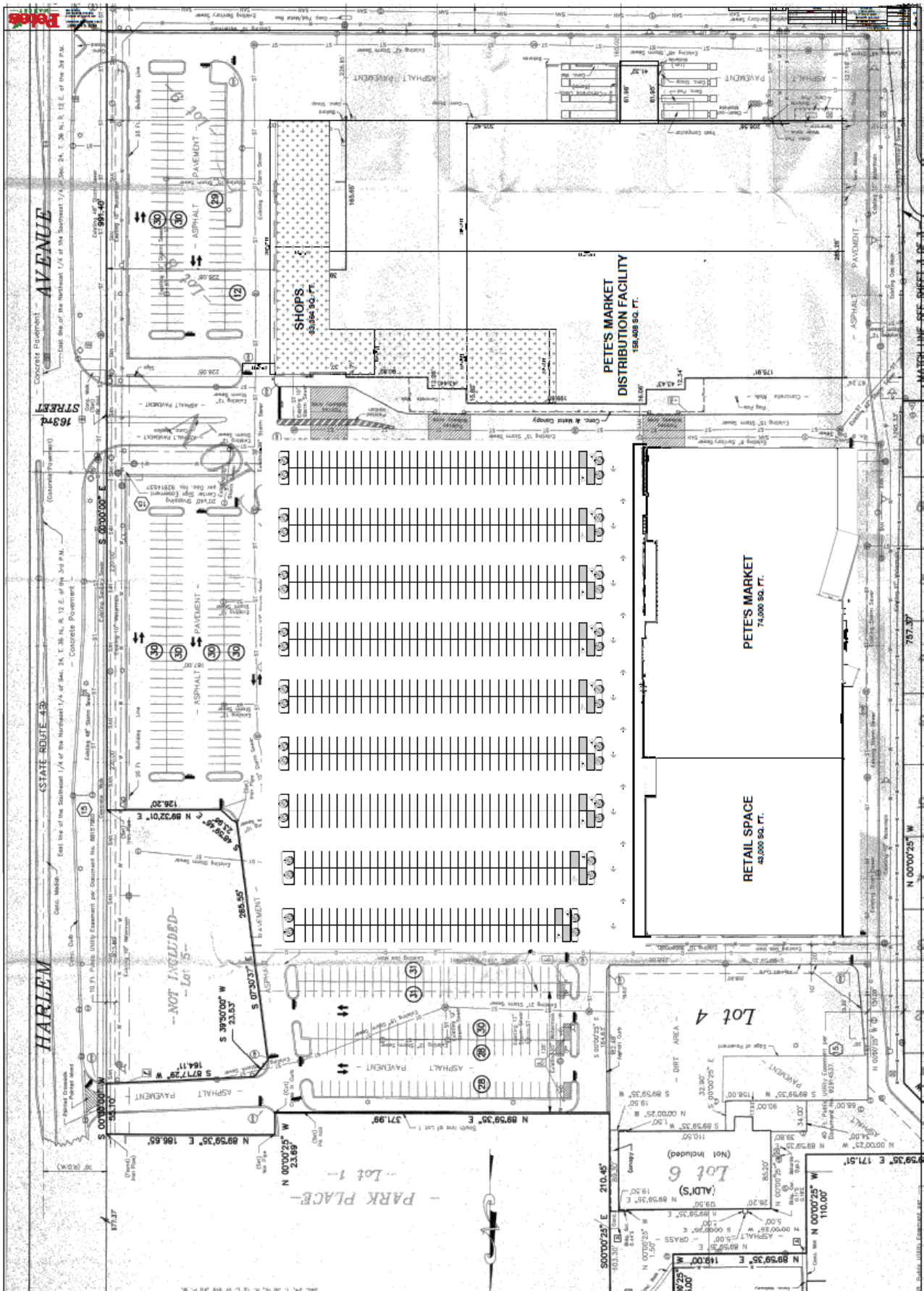
Due to the size requirements and ancillary truck traffic associated with warehouse/distribution uses, staff is recommending this temporary use be confined to B-3 districts only. There are several existing retail facilities in B-3 districts that currently warehouse their products and experience daily truck delivery. This zoning district is designed to accommodate more intense types of commercial uses. Retailers such as Sam's Club, Target and other grocery stores typically maintain an inventory of product on site and have daily semi-trailer deliveries.

Staff is also recommending that no greater than 50,000 sq. ft. be devoted to this temporary use and that adequate site access is provided to accommodate anticipated traffic. This will limit any impact from truck traffic related to the warehouse use. A six month term will be a condition of the permit with the opportunity for one extension for a total of no more than 12 months for the temporary use.

## **RECOMMENDATION**

Recommend staff draft the necessary text amendments to the Zoning Ordinance to include warehouse/distribution land uses in a B-3 zoning district with the condition that the temporary use not occupy greater than 50,000 sq. ft., adequate access is provided for resulting truck traffic and the term permitted be six months with one extension for no more than a total of 12 months.









# Interoffice Memo

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**Date:** April 28, 2020

**To:** Committee of the Whole

**From:** Colby Zemaitis, PE, CFM – Village Engineer

**Subject:** Concrete Flatwork and Curb Repair Program – Contract Extension

Prepared for May 5, 2020 Committee of the Whole and Village Board Meetings for consideration and possible action:

Description: The Village utilized the sidewalk and curb repair services of J&J Newell Concrete Contractors last year for maintaining and constructing sidewalks and curb repairs on our Village-owned properties. Their services totaled approximately 9,500 square feet of new sidewalk throughout the Village.

Background: Last year's service contract was advertised and bid in accordance with State bidding laws and provided the Village the potential of extending the contract for two (2) additional years at an overall percent increase identified by the Contractor should their services be found acceptable by the Village. Last year's services by J&J Newell were found to be acceptable and their previous services for the Village find them to be a credible, trustworthy Contractor.

Bids were opened for the 2019 Concrete Flatwork and Curb Repair Program on June 4, 2019. J&J Newell was the low bidder in the amount of \$197,647.50 with a 2.5% annual increase. This would make their contract total \$202,588.69.

Budget/Finance: Funding requested to be budgeted for FY21 is currently \$202,589.00.

Staff Direction Request:

1. Approve Contract Extension with J&J Newell Concrete Contractors, Inc. for the Concrete Flatwork and Curb Repair in the amount of \$202,588.69 or in amount approved in FY21 Budget and direct to Village Board for approval.
2. Direct Staff as necessary.

Attachments:

1. 2019 Bid Tab



**2019 Concrete Flatwork and Curb Program**

**Bid Tab**

**Date: 6/4/19**

J&J Newell Concrete Contractors, Inc.  
14500 Alice Ave Burnham, IL 60633

<i><b>Item No.</b></i>	<i><b>Item Description</b></i>	<i><b>Unit</b></i>	<i><b>Quantity</b></i>	<i><b>Unit Price</b></i>	<i><b>Total Price</b></i>
1	Sidewalk Removal - Special	Sq Ft	4,500	\$1.49	\$6,688.13
2	Driveway Pavement Removal	Sq Yd	350	\$13.07	\$4,574.06
3	Portland Cement Concrete Sidewalk, 5" - Special	Sq Ft	4,000	\$8.46	\$33,825.00
4	Portland Cement Concrete Sidewalk, 7" - Special	Sq Ft	500	\$8.97	\$4,484.38
5	Aggregate Base Course, Type B, 4"	Sq Yd	500	\$3.69	\$1,845.00
6	Detectable Warning Plate - Special	Sq Ft	500	\$20.50	\$10,250.00
7	Earth Excavation - Special	Cu Yd	500	\$51.25	\$25,625.00
8	Combination Curb and Gutter Removal and Replacement - Special	Lin Ft	700	\$38.85	\$27,193.25
9	Portland Cement Concrete Driveway Pavement, 7" - Special	Sq Yd	200	\$63.19	\$12,638.25
10	PCC Patching, 10"	Sq Yd	200	\$205.00	\$41,000.00
11	Hot-Mix Asphalt Driveway Pavement, 6" - Special	Sq Yd	150	\$87.13	\$13,068.75
12	Manholes to be Adjusted	Each	25	\$394.63	\$9,865.63
13	Valve Boxes to be Adjusted	Each	25	\$51.25	\$1,281.25
14	Topsoil Furnish and Place, 4" - Special	Sq Yd	500	\$8.20	\$4,100.00
15	Sodding, Special	Sq Yd	500	\$10.25	\$5,125.00
16	Perimeter Erosion Barrier	Lin Ft	200	\$5.13	\$1,025.00
				<b>Total</b>	<b>\$202,588.69</b>
				<b>Increase Total</b>	<b>\$4,941.19</b>
				<b>Annual Increase %</b>	<b>2.5%</b>





# Interoffice Memo

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**Date:** April 29, 2020

**To:** Committee of the Whole

**From:** Colby Zemaitis, PE, CFM – Village Engineer

**Subject:** Pavement Striping Program – Contract Extension

Prepared for May 5, 2020 Committee of the Whole and Village Board Meeting for consideration and possible action:

Description: The Public Works Department, in its role of maintaining our Village-owned streets utilized the pavement striping services of Traffic Control Company last year to clean and re-stripe a number of selected streets throughout the Village. Their services totaled approximately 8.5 miles of roadway striping throughout the Village.

Background: Last year's service contract was advertised and bid in accordance with State bidding laws and provided the Village the potential of extending the contract for two (2) additional years at an overall percent increase identified by the Contractor should their services be found acceptable by the Village. Last year's services by Traffic Control Company were found to be acceptable and their previous services for the Village find them to be a credible, trustworthy Contractor.

Bids were opened for the 2019 Pavement Striping Program on June 4, 2019. Traffic Control Company was the low bidder in the amount of \$58,483.50 with a 1.25% annual increase. The contract total is \$59,214.54 in 2020. Village staff has worked with this contractor before and found them to be a credible, trustworthy contractor and they are also IDOT prequalified. Due to the low bids, we would like to increase the quantity and overall cost of the project to \$87,000 to match the total approved last year which is still \$3,000 under the FY21 Budget.

Budget/Finance: Funding requested to be budgeted for FY21 is currently \$90,000.00.

Staff Direction Request:

1. Approve Contract Extension with Traffic Control Company for the Pavement Striping Program in the amount of \$87,000 and direct to Village Board for approval.
2. Direct Staff as necessary.

Attachments:

1. 2019 Bid Tab





**2019 Pavement Striping Plan  
Bid Tab**

Date: 6/4/19

2019

					Traffic Control Company 16961 S. State Street South Holland, IL	
<i>Item Description</i>	<i>Unit</i>	<i>Quantity</i>	<i>Unit Price</i>	<i>Total Price</i>	<i>Unit Price</i>	<i>Total Price</i>
Paint Pavement Marking - Line 4"	Lin Ft	113,750	\$0.60	\$68,250.00	\$0.23	\$26,162.50
Paint Pavement Marking - Line 6"	Lin Ft	12,575	\$0.90	\$11,317.50	\$0.53	\$6,664.75
Paint Pavement Marking - Line 12"	Lin Ft	7,275	\$2.00	\$14,550.00	\$1.25	\$9,093.75
Paint Pavement Marking - Line 24"	Lin Ft	2,700	\$3.00	\$8,100.00	\$2.50	\$6,750.00
Paint Pavement Marking - Letters and Symbols	Lin Ft	3,925	\$3.50	\$13,737.50	\$2.50	\$9,812.50
				<b>Total</b>	<b>Total</b>	<b>\$58,483.50</b>
					<b>As-Read Total</b>	<b>\$58,483.50</b>

**Annual Increase % 1.25%**

Date: 4/29/20

2020

					Traffic Control Company 16961 S. State Street South Holland, IL	
<i>Item Description</i>	<i>Unit</i>	<i>Quantity</i>	<i>Unit Price</i>	<i>Total Price</i>	<i>Unit Price</i>	<i>Total Price</i>
Paint Pavement Marking - Line 4"	Lin Ft	113,750	\$0.23	\$26,162.50	\$0.23	\$26,489.53
Paint Pavement Marking - Line 6"	Lin Ft	12,575	\$0.53	\$6,664.75	\$0.54	\$6,748.06
Paint Pavement Marking - Line 12"	Lin Ft	7,275	\$1.25	\$9,093.75	\$1.27	\$9,207.42
Paint Pavement Marking - Line 24"	Lin Ft	2,700	\$2.50	\$6,750.00	\$2.53	\$6,834.38
Paint Pavement Marking - Letters and Symbols	Lin Ft	3,925	\$2.50	\$9,812.50	\$2.53	\$9,935.16
				<b>Total</b>	<b>Total</b>	<b>\$59,214.54</b>
					<b>Increase Total</b>	<b>\$731.04</b>

1.0125

**Annual Increase % 1.25%**

Date: 4/29/20

2021

					Traffic Control Company 16961 S. State Street South Holland, IL	
<i>Item Description</i>	<i>Unit</i>	<i>Quantity</i>	<i>Unit Price</i>	<i>Total Price</i>	<i>Unit Price</i>	<i>Total Price</i>
Paint Pavement Marking - Line 4"	Lin Ft	113,750	\$0.23	\$26,489.53	\$0.24	\$26,820.65
Paint Pavement Marking - Line 6"	Lin Ft	12,575	\$0.54	\$6,748.06	\$0.54	\$6,832.41
Paint Pavement Marking - Line 12"	Lin Ft	7,275	\$1.27	\$9,207.42	\$1.28	\$9,322.51
Paint Pavement Marking - Line 24"	Lin Ft	2,700	\$2.53	\$6,834.38	\$2.56	\$6,919.80
Paint Pavement Marking - Letters and Symbols	Lin Ft	3,925	\$2.53	\$9,935.16	\$2.56	\$10,059.35
				<b>Total</b>	<b>Total</b>	<b>\$59,954.73</b>
					<b>Increase Total</b>	<b>\$740.18</b>

**Annual Increase % 1.25%**



# Interoffice Memo

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**Date:** April 28, 2020

**To:** John Urbanski, Interim Public Works Director

**From:** Joe Fitzpatrick, Water Superintendent

**Subject:** Post 7 (164<sup>th</sup> Street and Harlem Avenue) Forced Main Improvements  
Alternate #5

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Presented for May 5, 2020 Committee of the Whole and Board discussion and action.

Description: Alternate #5 of this project consists of cured-in-place pipe (CIPP) lining of the 14" forced main beginning east of Jean Lane on 167<sup>th</sup> Street and ending at Normandy Drive and 167<sup>th</sup> Street.

Background: The Village awarded the contract to perform improvements of the force main from Post 7 Lift station (164<sup>th</sup> Street and Harlem Avenue) to 167<sup>th</sup> Street and Normandy Drive in July 2019. The contract awarded the base bid plus alternates one (1) through four (4). Base bid plus alternates one (1) through three (3) were completed in January 2020. Alternate four (4) required excavating in multiple locations on 167<sup>th</sup> Street. The decision was made not to excavate the county road during the winter/plowing season. Visu-Sewer will be returning in early May to complete alternate four (4), encompassing the cleaning and televising of the existing force main to determine the condition of the pipe. Alternate five (5) is the final phase of the project, which is lining the existing force main under 167<sup>th</sup> Street to prolong the life of the pipe and prevent emergency costly repairs, as they have done for the other sections of the force main. When this alternate is complete, the entire force sanitary sewer main, from the lift station to the point it becomes a gravity sewer, will have been cleaned, televised, and lined. The gravity sewer from this point, to where it empties into the MWRD transmission sewer, was also cleaned, televised, and lined during a separate project in FY2020.

<u>Contractor:</u>	<u>Location</u>	<u>Proposal</u>
Visu-Sewer	Bridgeview, IL	\$677,350.00

Budget/ Finance: Funding in the amount of \$900,000.00 is available from the approved FY2021 Budget.

Staff Direction Request: Approve awarding alternate #5 from the original bid to Visu-Sewer to perform improvements of the forced sanitary sewer main under 167<sup>th</sup> Street from east of Jean Lane to Normandy Drive in the amount not to exceed \$677,350.00.

Attachments:

- 1) Engineer's Letter or Recommendation
- 2) Service Contract
- 3) Map of Project Area





POST 7 FORCE MAIN LINING - SHEET 1

APPROVED

4/19/19

0 100 200 400  
True copy of plans file with  
1 inch = 200 feet  
NORTH

Legend

BASE BID - CIPP LINE (450')

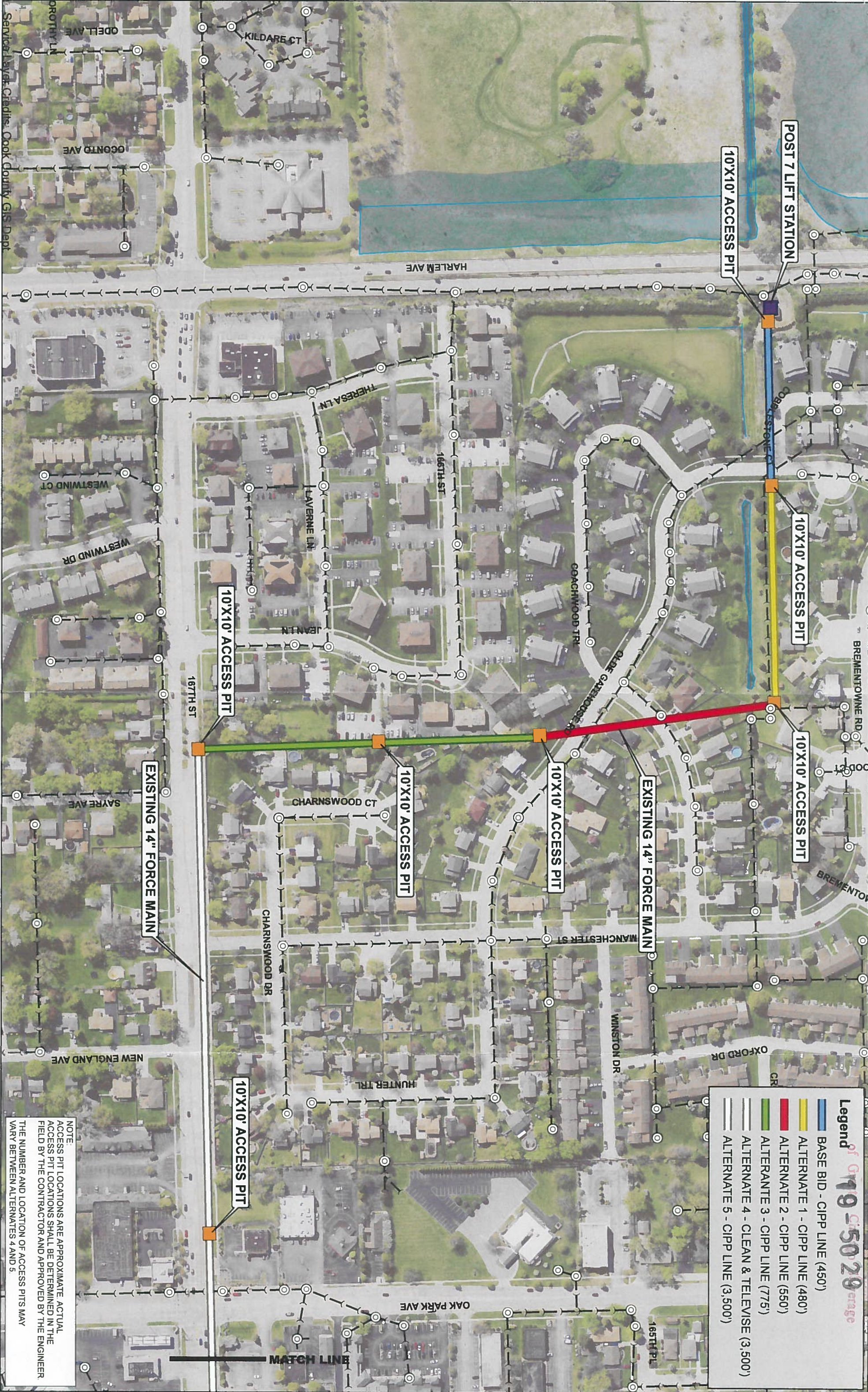
ALTERNATE 1 - CIPP LINE (480')

ALTERNATE 2 - CIPP LINE (550')

ALTERNATE 3 - CIPP LINE (775')

ALTERNATE 4 - CLEAN & TELEWISE (3,500')

ALTERNATE 5 - CIPP LINE (3,500')











**CHRISTOPHER B. BURKE ENGINEERING, LTD.**

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

April 20, 2020

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

Attention: Joe Fitzpatrick, Water Superintendent

Subject: Post #7 Sanitary Sewer Force Main Lining  
Change Order # 2

Dear Mr. Fitzpatrick,

The Village is currently under contract with Visu-Sewer, Inc. to complete a portion of the sanitary sewer force main lining for Post 7. In fall 2019, Visu-Sewer was able to complete work for the Base Bid and Alternates 1, 2 and 3 before the work was suspended for the winter. The remaining work that was awarded under the original contract (Alternate 4) is to clean and televise the force main for the portion of pipe beneath 167<sup>th</sup> Street (from Sayre Avenue to Normandy Drive).

Attached for your consideration please find Change Order #2 to the contract to increase the scope of work to include installation of cured-in-place pipe (CIPP) in the force main beneath 167<sup>th</sup> Street after the pipe is cleaned and televised. This work is a continuation of the current scope and identified as Alternate #5 that was part of the competitively bid contract. Visu-Sewer's price to install the CIPP for this section of pipe is \$677,350.00 which is significantly lower than the other bid proposals received for this work.

There are some cost saving opportunities for the Village if Alternate #5 is added to the current contract. The location of the force main is beneath the pavement of 167<sup>th</sup> Street. If approved, the contractor will hopefully be able to use the same access pits and traffic control to complete work for both Alternate 4 and Alternate 5. Thereby avoiding duplicate efforts to replace the concrete pavement, permit the project through Cook County, and set up the traffic control operations. Completing the additional CIPP lining work now will also reduce the duration for construction and traffic impacts.

It shall be noted that the condition of the force main beneath 167<sup>th</sup> Street is unknown. Following televised inspection, it will be determined if the entire length can be rehabilitated with CIPP or whether spot repairs are required.

Pending budget approval, we recommend Change Order #2 be accepted by the Village in the amount of the competitively bid price of \$677,350.00. Including Alternate #5 work in this contract will provide the Village a complete and reliable force main system from the Post 7 Lift Station to the gravity sewer discharge point near 167<sup>th</sup> Street and Normandy Drive.

Please feel free to contact me if you have any questions.

Sincerely,



Andrew Pufundt, PE  
Project Manager

Enclosure as Noted

cc: John Urbanski – Tinley Park (w/encl.)  
Dave McGuire – CBBEL (w/encl.)



## VILLAGE OF TINLEY PARK

### SERVICE CONTRACT

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

1. In consideration of the compensation stated in paragraph 2, the Contractor shall provide all the services described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference. The express terms of this Contract shall take precedence and control over any term or provision of the Scope of Services (Exhibit A) that in any way conflicts with, differs from, or attempts to alter the terms of this Contract.
2. Except in the event of a duly authorized change order approved by the Village as provided in this Contract, and in consideration of the Contractor's final completion of all work in conformity with this Contract, the Village shall pay the Contractor an amount not to exceed **Six Hundred Thousand Seventy Seven and 00/100 Dollars (\$677,350.00)**. Within thirty (30) calendar days of completion of the work, the Contractor shall submit his application for payment to the Village, and the Village shall pay Contractor for the work performed no later than **thirty (30)** calendar days from the date of the Village's receipt and the Village's approval of the work and the application for payment. No payment shall be made by the Village until the Contractor has submitted to the Village (i) a Contractor's Affidavit listing all subcontractors and material suppliers utilized on the project and (ii) final waivers of lien from the Contractor, all subcontractors and all material suppliers.
3. No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the Village. The Contractor shall not execute change orders on behalf of the Village or otherwise alter the financial scope of the Project.
4. Written change orders may be approved by the Village Manager or his designee provided that the change order does not increase the amount set forth in paragraph 2 of this Contract to more than \$10,000.00. Changes in excess of this amount must be approved by the Village Board prior to commencement of the services or work. **If a requested change causes an increase or decrease in the cost of or time required for the performance of the contract, Contractor will agree to an equitable adjustment in the contract price or performance schedule, or both. Neither party is obligated to comply with requested changes unless and until both parties execute a written change order.**
5. **Time is of the essence on this Contract.** The Contractor shall complete all work under this Contract by the dates set forth below:
6. No "Notice to Proceed" may be given nor any work commenced until this Contract is fully executed and all exhibits and other attachments are completely filled out and attached hereto.
7. It is understood and agreed by the parties that the Contractor is an independent contractor retained for the above-mentioned purpose. The Village shall not control the manner nor the means of the Contractor's performance, but shall be entitled to a work product as described herein. The term "subcontractor" shall mean and include only those hired by and having a direct contract with Contractor for performance of work on the Project. The

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

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

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

## CERTIFICATIONS BY CONTRACTOR

### Affidavit of Compliance

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

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

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

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

### Business Organization

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

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

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

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

Describe supporting documentation attached: \_\_\_\_\_

Federal Employer I.D. #: \_\_\_\_\_

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

Registered with Illinois Department of Revenue: Yes ☐ No ☐

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

Registered with Illinois Department of Employment Security: Yes ☐ No ☐

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

### **Tax liens or tax delinquencies**

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

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

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### **EOE Compliance**

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

### **Employee Classification**

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

### **Professional or Trade Licenses**

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

License	Number	Date Issued	Current Expiration	Holder of License

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

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

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

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

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

\_\_\_\_\_ Form C Additional Information (if required)

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

\_\_\_\_\_ Illinois Department of Revenue registration

\_\_\_\_\_ Illinois Department of Employment Security registration

\_\_\_\_\_ Standards of Apprenticeship/Apprentice Agreements

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

\_\_\_\_\_ Written Safety Policy Statement signed by company representative

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

\_\_\_\_\_ Workers' Compensation Coverage

\_\_\_\_\_ Professional or Trade Licenses

### Eligibility to Contract

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

\_\_\_\_\_  
Name of Contractor (please print)

\_\_\_\_\_  
Submitted by (signature)

\_\_\_\_\_  
Title

### Certificate of Compliance with Illinois Human Rights Act

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

\_\_\_\_\_  
Name of Contractor (please print)

\_\_\_\_\_  
Submitted by (signature)

\_\_\_\_\_  
Title

### Certificate of Compliance with Illinois Drug-Free Workplace Act

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

\_\_\_\_\_  
Name of Contractor (please print)

\_\_\_\_\_  
Submitted by (signature)

\_\_\_\_\_  
Title



### **Certificate Regarding Sexual Harassment Policy**

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

\_\_\_\_\_  
Name of Contractor (please print)

\_\_\_\_\_  
Submitted by (signature)

\_\_\_\_\_  
Title

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

The undersigned hereby certifies that:

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

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

\_\_\_\_\_  
Name of Contractor (please print)

\_\_\_\_\_  
Submitted by (signature)

\_\_\_\_\_  
Title

### **Certificate of Compliance with Prevailing Wage Requirements**

The undersigned hereby certifies that:

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

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

\_\_\_\_\_  
Name of Contractor (please print)

\_\_\_\_\_  
Submitted by (signature)

\_\_\_\_\_  
Title

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

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

\_\_\_\_\_  
Name of Contractor (please print)

\_\_\_\_\_  
Submitted by (signature)

\_\_\_\_\_  
Title

***[Signature Page to Follow]***

**CONTRACTOR NAME**

BY: \_\_\_\_\_

\_\_\_\_\_  
Date

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**VILLAGE OF TINLEY PARK**

BY: \_\_\_\_\_

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

\_\_\_\_\_  
Date

ATTEST:

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

\_\_\_\_\_  
Date

**VILLAGE OF TINLEY PARK**

BY: \_\_\_\_\_

Village Manager

\_\_\_\_\_  
Date

## **SCOPE OF SERVICES**

### **Scope of work for Alternate #5 Force Main Improvements as detailed below:**

The work consists of cured-in-place sewer lining of an existing 14-inch diameter force main including access pits, site restoration and all collateral work necessary to complete the work as specified. Work shall be completed along 167th Street from east of Jean Lane to Normandy Drive. The entire limits of work are located within the Village of Tinley Park, Illinois.

**Exhibit B**

**INSURANCE REQUIREMENTS**

(See Risk Manager for Insurance Requirements)

# Form A

### Subcontractors who will Perform Work on the Project

[illegible]

## Form B

Individuals who will perform work on the project

List all individuals who will perform work on this project with the following information:

Individual is an employee (E) or independent contractor (I);

Individual's trade classification (indicate apprenticeship status where appropriate);

Employee (E) is covered under Contractor's current workers' compensation (WC) policy;

Employee's (E) county of residence.

[illegible]

Form C

### Additional Information Required

If required in the bid specifications, Contractor shall complete items I and/or II below:

Statement of past three (3) years experience on public construction projects.

[illegible]



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

Date	Law	Determination	Penalty



POST 7 FORCE MAIN LINING - SHEET 1

APPROVED

4/19/19

0 100 200 400  
True copy of plans file with  
1 inch = 200 feet











**CHRISTOPHER B. BURKE ENGINEERING, LTD.**

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

April 20, 2020

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

Attention: Joe Fitzpatrick, Water Superintendent

Subject: Post #7 Sanitary Sewer Force Main Lining  
Change Order # 2

Dear Mr. Fitzpatrick,

The Village is currently under contract with Visu-Sewer, Inc. to complete a portion of the sanitary sewer force main lining for Post 7. In fall 2019, Visu-Sewer was able to complete work for the Base Bid and Alternates 1, 2 and 3 before the work was suspended for the winter. The remaining work that was awarded under the original contract (Alternate 4) is to clean and televise the force main for the portion of pipe beneath 167<sup>th</sup> Street (from Sayre Avenue to Normandy Drive).

Attached for your consideration please find Change Order #2 to the contract to increase the scope of work to include installation of cured-in-place pipe (CIPP) in the force main beneath 167<sup>th</sup> Street after the pipe is cleaned and televised. This work is a continuation of the current scope and identified as Alternate #5 that was part of the competitively bid contract. Visu-Sewer's price to install the CIPP for this section of pipe is \$677,350.00 which is significantly lower than the other bid proposals received for this work.

There are some cost saving opportunities for the Village if Alternate #5 is added to the current contract. The location of the force main is beneath the pavement of 167<sup>th</sup> Street. If approved, the contractor will hopefully be able to use the same access pits and traffic control to complete work for both Alternate 4 and Alternate 5. Thereby avoiding duplicate efforts to replace the concrete pavement, permit the project through Cook County, and set up the traffic control operations. Completing the additional CIPP lining work now will also reduce the duration for construction and traffic impacts.

It shall be noted that the condition of the force main beneath 167<sup>th</sup> Street is unknown. Following televised inspection, it will be determined if the entire length can be rehabilitated with CIPP or whether spot repairs are required.

Pending budget approval, we recommend Change Order #2 be accepted by the Village in the amount of the competitively bid price of \$677,350.00. Including Alternate #5 work in this contract will provide the Village a complete and reliable force main system from the Post 7 Lift Station to the gravity sewer discharge point near 167<sup>th</sup> Street and Normandy Drive.

Please feel free to contact me if you have any questions.

Sincerely,



Andrew Pufundt, PE  
Project Manager

Enclosure as Noted

cc: John Urbanski – Tinley Park (w/encl.)  
Dave McGuire – CBBEL (w/encl.)

## VILLAGE OF TINLEY PARK

### SERVICE CONTRACT

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

1. In consideration of the compensation stated in paragraph 2, the Contractor shall provide all the services described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference. The express terms of this Contract shall take precedence and control over any term or provision of the Scope of Services (Exhibit A) that in any way conflicts with, differs from, or attempts to alter the terms of this Contract.
2. Except in the event of a duly authorized change order approved by the Village as provided in this Contract, and in consideration of the Contractor's final completion of all work in conformity with this Contract, the Village shall pay the Contractor an amount not to exceed **Six Hundred Thousand Seventy Seven and 00/100 Dollars (\$677,350.00)**. Within thirty (30) calendar days of completion of the work, the Contractor shall submit his application for payment to the Village, and the Village shall pay Contractor for the work performed no later than **thirty (30)** calendar days from the date of the Village's receipt and the Village's approval of the work and the application for payment. No payment shall be made by the Village until the Contractor has submitted to the Village (i) a Contractor's Affidavit listing all subcontractors and material suppliers utilized on the project and (ii) final waivers of lien from the Contractor, all subcontractors and all material suppliers.
3. No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the Village. The Contractor shall not execute change orders on behalf of the Village or otherwise alter the financial scope of the Project.
4. Written change orders may be approved by the Village Manager or his designee provided that the change order does not increase the amount set forth in paragraph 2 of this Contract to more than \$10,000.00. Changes in excess of this amount must be approved by the Village Board prior to commencement of the services or work. **If a requested change causes an increase or decrease in the cost of or time required for the performance of the contract, Contractor will agree to an equitable adjustment in the contract price or performance schedule, or both. Neither party is obligated to comply with requested changes unless and until both parties execute a written change order.**
5. **Time is of the essence on this Contract.** The Contractor shall complete all work under this Contract by the dates set forth below:
6. No "Notice to Proceed" may be given nor any work commenced until this Contract is fully executed and all exhibits and other attachments are completely filled out and attached hereto.
7. It is understood and agreed by the parties that the Contractor is an independent contractor retained for the above-mentioned purpose. The Village shall not control the manner nor the means of the Contractor's performance, but shall be entitled to a work product as described herein. The term "subcontractor" shall mean and include only those hired by and having a direct contract with Contractor for performance of work on the Project. The

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

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

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



## CERTIFICATIONS BY CONTRACTOR

### Affidavit of Compliance

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

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

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

---

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

### Business Organization

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

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

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

\_\_\_\_\_

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

Describe supporting documentation attached: \_\_\_\_\_

Federal Employer I.D. #: \_\_\_\_\_

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

Registered with Illinois Department of Revenue: Yes ☐ No ☐

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

Registered with Illinois Department of Employment Security: Yes ☐ No ☐

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

### **Tax liens or tax delinquencies**

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

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

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### **EOE Compliance**

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

### **Employee Classification**

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

### **Professional or Trade Licenses**

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

License	Number	Date Issued	Current Expiration	Holder of License

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

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

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

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

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

\_\_\_\_\_ Form C Additional Information (if required)

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

\_\_\_\_\_ Illinois Department of Revenue registration

\_\_\_\_\_ Illinois Department of Employment Security registration

\_\_\_\_\_ Standards of Apprenticeship/Apprentice Agreements

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

\_\_\_\_\_  
Name of Contractor (please print)

\_\_\_\_\_  
Submitted by (signature)

\_\_\_\_\_  
Title

### Certificate of Compliance with Illinois Human Rights Act

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

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Name of Contractor (please print)

\_\_\_\_\_  
Submitted by (signature)

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

\_\_\_\_\_  
Name of Contractor (please print)

\_\_\_\_\_  
Submitted by (signature)

\_\_\_\_\_  
Title

### **Certificate Regarding Sexual Harassment Policy**

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

\_\_\_\_\_  
Name of Contractor (please print)

\_\_\_\_\_  
Submitted by (signature)

\_\_\_\_\_  
Title

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

The undersigned hereby certifies that:

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

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

\_\_\_\_\_  
Name of Contractor (please print)

\_\_\_\_\_  
Submitted by (signature)

\_\_\_\_\_  
Title

### **Certificate of Compliance with Prevailing Wage Requirements**

The undersigned hereby certifies that:

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

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

\_\_\_\_\_  
Name of Contractor (please print)

\_\_\_\_\_  
Submitted by (signature)

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Name of Contractor (please print)

\_\_\_\_\_  
Submitted by (signature)

\_\_\_\_\_  
Title

***[Signature Page to Follow]***

**CONTRACTOR NAME**

BY: \_\_\_\_\_

\_\_\_\_\_  
Date

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**VILLAGE OF TINLEY PARK**

BY: \_\_\_\_\_

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

\_\_\_\_\_  
Date

ATTEST:

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

\_\_\_\_\_  
Date

**VILLAGE OF TINLEY PARK**

BY: \_\_\_\_\_

Village Manager

\_\_\_\_\_  
Date

## **SCOPE OF SERVICES**

### **Scope of work for Alternate #5 Force Main Improvements as detailed below:**

The work consists of cured-in-place sewer lining of an existing 14-inch diameter force main including access pits, site restoration and all collateral work necessary to complete the work as specified. Work shall be completed along 167th Street from east of Jean Lane to Normandy Drive. The entire limits of work are located within the Village of Tinley Park, Illinois.



**Exhibit B**

**INSURANCE REQUIREMENTS**

(See Risk Manager for Insurance Requirements)

# Form A

### Subcontractors who will Perform Work on the Project

[illegible]

## Form B

Individuals who will perform work on the project

List all individuals who will perform work on this project with the following information:

Individual is an employee (E) or independent contractor (I);

Individual's trade classification (indicate apprenticeship status where appropriate);

Employee (E) is covered under Contractor's current workers' compensation (WC) policy;

Employee's (E) county of residence.

[illegible]

Form C

### Additional Information Required

If required in the bid specifications, Contractor shall complete items I and/or II below:

Statement of past three (3) years experience on public construction projects.

[illegible]

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

Date	Law	Determination	Penalty



# Interoffice Memo

**Date:** April 27, 2020

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

**From:** Colby Zemaitis, PE, CFM – Village Engineer

**Subject:** Contract Award Fiber Optic Extension Project

Prepared for May 5th, 2020 Committee of the Whole and Village Board Meetings for consideration and possible action:

Description: This project consists of the underground horizontal drilling of cable duct, communication cables (fiber optic and copper phone lines) from the existing utility vault at the 80<sup>th</sup> Avenue Metra Train Station to the Post 11 Water Tower. It requires permitting and coordination with the Cook County Highway Department to cross 80<sup>th</sup> Avenue as well as the Buckeye Pipeline which is located in the west right of way along 80<sup>th</sup> Avenue.

Three (3) bids were received and publicly read on April 27, 2020. The bid results are below and the bid tab is attached. The lowest, responsible bidder was IHC Construction Company, LLC in the amount of \$124,700.00.

<u>Contractor</u>	<u>Location</u>	<u>Base Bid Total</u>	<u>Alternate Bid Total</u>
IHC Construction Company, LLC	Elgin, IL	\$127,940.00	\$124,700.00
Utility Dynamics Corporation	Oswego, IL	\$170,735.00	\$159,935.00
Jules Madison, Inc.	New Lenox, IL	\$325,686.00	\$320,706.00
Engineer's Estimates		\$175,910.00	\$174,110.00

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

Budget Available:	\$399,000.00
Lowest Responsible Bidder:	\$124,700.00
Contingency Amount	<u>\$ 15,000.00</u>
Difference (under budget)	\$ 259,300.00

Staff Direction Request:

1. Approve low bid along with a \$15,000 contingency due to the fact that the project entails underground horizontal drilling, tying to existing fiber components inside the Metra Station and crossing a County Highway (80<sup>th</sup> Avenue) and underground Buckeye pipeline in the amount of \$139,700.00 to IHC Construction Company, LLC.
2. Direct Staff as necessary.

Attachment:

1. Bid Tab dated 4/27/20



Fiber Optic Extension Project - 80th Avenue Train Station to Post 11 Water Tower

Bid Tab

Bid Opening: April 27, 2020 @ 10:00 am

Bid Tab Bid Opening: April 27, 2020 @ 10:00 am						IHC Construction Companies, LLC 1500 Executive Drive, Elgin, IL 60123		Utility Dynamics Corporation 23 Commerce Dr., Oswego, IL 60543		Jules Madison, Inc. 1227 N. Cedar Road, New Lenox, IL 60451		Average	
Item No.	Item Description	Unit	Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price		
1	3" Cable Duct	Foot	3,190	\$22.00	\$70,180.00	\$13.50	\$43,065.00	\$19.00	\$60,610.00	\$67.00	\$213,730.00	\$33.17	
2	1-1/2" Stainless Steel Duct	Foot	180	\$85.00	\$15,300.00	\$39.00	\$7,020.00	\$145.00	\$26,100.00	\$70.00	\$12,600.00	\$84.67	
3	Utility Vaults	Each	6	\$3,500.00	\$21,000.00	\$3,505.00	\$21,030.00	\$3,000.00	\$18,000.00	\$3,150.00	\$18,900.00	\$3,218.33	
4	Junction Box	Each	4	\$1,200.00	\$4,800.00	\$1,235.00	\$4,940.00	\$800.00	\$3,200.00	\$3,150.00	\$12,600.00	\$1,728.33	
5	Connect to Existing Junction Vault	Each	1	\$800.00	\$800.00	\$240.00	\$240.00	\$1,400.00	\$1,400.00	\$800.00	\$800.00	\$813.33	
6	Building Penetration	Each	1	\$2,200.00	\$2,200.00	\$1,150.00	\$1,150.00	\$6,500.00	\$6,500.00	\$1,600.00	\$1,600.00	\$3,083.33	
7	Wall Mounted Panel	Each	1	\$4,500.00	\$4,500.00	\$3,280.00	\$3,280.00	\$5,500.00	\$5,500.00	\$500.00	\$500.00	\$3,093.33	
8	Support Hardware	L Sum	1	\$750.00	\$750.00	\$475.00	\$475.00	\$685.00	\$685.00	\$250.00	\$250.00	\$470.00	
9	Fiber Optic Cable	Foot	3,280	\$8.50	\$27,880.00	\$7.75	\$25,420.00	\$6.00	\$19,680.00	\$6.50	\$21,320.00	\$6.75	
10	Termination Device (Fiber Optic)	Each	1	\$8,500.00	\$8,500.00	\$4,990.00	\$4,990.00	\$9,920.00	\$9,920.00	\$8,558.50	\$8,558.50	\$7,822.83	
11	Termination Device (Copper)	Each	1	\$3,500.00	\$3,500.00	\$1,435.00	\$1,435.00	\$2,850.00	\$2,850.00	\$8,558.50	\$8,558.50	\$4,281.17	
12	Lawn Restoration	Sq Yd	60	\$25.00	\$1,500.00	\$19.00	\$1,140.00	\$30.00	\$1,800.00	\$141.00	\$8,460.00	\$63.33	
13	PCC Sidewalk Removal & Replacement	Sq Ft	200	\$30.00	\$6,000.00	\$23.50	\$4,700.00	\$25.00	\$5,000.00	\$18.00	\$3,600.00	\$22.17	
14	Pre-Construction Video Taping	L Sum	1	\$1,500.00	\$1,500.00	\$2,000.00	\$2,000.00	\$2,200.00	\$2,200.00	\$1,800.00	\$1,800.00	\$2,000.00	
15	Traffic Control & Protection	L Sum	1	\$2,500.00	\$2,500.00	\$3,830.00	\$3,830.00	\$2,700.00	\$2,700.00	\$2,500.00	\$2,500.00	\$3,010.00	
16	Buckeye Pipeline Crossing Requirements	L Sum	1	\$5,000.00	\$5,000.00	\$3,225.00	\$3,225.00	\$4,590.00	\$4,590.00	\$9,909.00	\$9,909.00	\$5,908.00	
					Total	\$175,910.00	Total	\$127,940.00	Total	\$170,735.00	Total	\$325,686.00	\$208,120.33
							As-Read	\$127,940.00	As-Read	\$170,635.00	As-Read	\$325,686.00	

Budget: \$399k

Alternate Bid

Item No.	Item Description	Unit	Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price		
1	1-1/2" Galvanized Rigid Conduit	Foot	180	\$75.00	\$13,500.00	\$21.00	\$3,780.00	\$85.00	\$15,300.00	\$39.00	\$7,020.00	\$48.33	
					Total	\$174,110.00	Total	\$124,700.00	Total	\$159,935.00	Total	\$320,106.00	\$201,580.33
							As-Read	\$124,700.00	As-Read	\$159,935.00	As-Read	\$332,706.00	



# Interoffice Memo

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**Date:** April 27, 2020  
**To:** Committee of the Whole  
**Cc:** Dave Niemeyer, Village Manager  
**From:** Hannah Lipman, Management Analyst  
**Subject:** NIMEC Electric Aggregation Supply – Street Lighting Accounts

As you are aware, the Village participates in a consortium with 140 other municipalities known as the Northern Illinois Municipal Electric Collaborative (NIMEC) to drive down pricing for residential and municipal electricity.

In addition to the Village's residential and small business electric aggregation program, NIMEC also goes out to bid for electricity pricing relating to municipal uses (pumping stations and street lighting accounts) on behalf of the entire consortium. With 140 communities that participate in NIMEC's consortium, aggregating the collective volume and bidding together achieves savings that would otherwise not be available if the accounts were bid individually.

The Village has three (3) Street Lighting accounts that benefit from the collective bid. These accounts are not included in our electric aggregation program and instead bid separately because of the high level of electric consumption used to operate.

NIMEC will be holding a group bid for Street Lighting accounts on June 4<sup>th</sup>, 2020. As with our previous electrical agreements, the window of opportunity for the Village to sign agreements and take advantage of the lowest bidder is typically limited to less than 48 hours. As such, the Village will need to authorize the Village Manager, to sign a third-party agreement upon completion of the competitive bidding process. This will aid in assuring that the Village will continue to be afforded the best possible electrical rates.





# Interoffice Memo

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**Date:** May 1, 2020  
**To:** Village Board  
**From:** Dave Niemeyer, Village Manager  
**Subject:** Cavallini's License Agreement

In 2018, the Village passed a resolution (2013-R-010) authorizing the renewal of a five (5) year license agreement with Cavallini's In the Park, located at 6700 South Street within the Oak Park Avenue Metra Station. Per the agreement, Cavallini's pays the Village \$700 a month as the base license fee, plus a percentage of gross sales computed in accordance with a formula.

Due to the COVID-19 pandemic, small businesses across the State are struggling. With Metra ridership practically non-existent and the Stay at Home Order in place, Cavallini's has lost about 97% of their revenues since March 16<sup>th</sup>.

Cavallini's has paid the Village for March, but requested the Village to defer or reduce the base license fee for April and May. Cavallini's has completed various grant applications for federal stimulus money, to no avail as of yet. Additionally, with events being cancelled through the summer, revenues are expected to remain low until the banquet space can be utilized again. Therefore, as there is not a viable business platform without banquets, there may be requests for additional concessions until banquets can occur again.

Given the circumstances, it is recommended the Village waive the \$700 base fee for April and May, or as long as the Stay at Home Order is in place. Any further requests will be brought to the Board's attention, and should any stimulus funding become available, the rent reduction would be revisited.

# **PUBLIC COMMENT**

**ADJOURNMENT**