

# **NOTICE OF STANDNG COMMITTEE MEETINGS**

Scheduled for  
Tuesday, December 11, 2018,  
beginning at 6:30 p.m. in

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

**PUBLIC WORKS COMMITTEE  
COMMUNITY DEVELOPMENT COMMITTEE**

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

Kristin A. Thirion  
Clerk  
Village of Tinley Park

**NOTICE OF A SPECIAL MEETING**  
**OF THE PUBLIC WORKS COMMITTEE**

Notice is hereby given that a special meeting of the Public Works Committee of the Village of Tinley Park, Cook and Will Counties, Illinois, will begin at 6:30 p.m. on Tuesday, December 11, 2018, in Council Chambers at the Village Hall of Tinley Park, 16250 S. Oak Park Avenue, Tinley Park, Illinois.

1. OPEN THE MEETING.
2. CONSIDER APPROVAL OF THE MINUTES OF THE SPECIAL PUBLIC WORKS COMMITTEE MEETING HELD ON DECEMBER 4, 2018.
3. DISCUSS POST 3 STORM WATER LIFT STATION CONTROL PANEL REPLACEMENT AND ELECTRICAL UPGRADES – ENGINEERING AND BID SPECIFICATIONS.
4. RECEIVE UPDATE ON WILL COUNTY FLOODPLAIN MAPS (FEMA).
5. RECEIVE UPDATE ON WASTE AND RECYCLING CONTRACT REQUEST FOR PROPOSAL (RFP).
6. RECEIVE COMMENTS FROM THE PUBLIC.

ADJOURNMENT

KRISTIN A. THIRION  
VILLAGE CLERK

**MINUTES**  
**Special Meeting of the Public Works Committee**  
**December 4, 2018 – 7:15 p.m.**  
**Village Hall of Tinley Park – Council Chambers**  
**16250 S. Oak Park Avenue**  
**Tinley Park, IL 60477**

Members Present: B. Younker, Chairman  
W. Brady, Village Trustee  
M. Glotz, Village Trustee – Arrived 7:16 p.m.

Members Absent: None

Other Board Members Present: M. Pannitto, Village Trustee  
C. Berg, Village Trustee  
J. Curran, Village Trustee

Staff Present: D. Niemeyer, Village Manager  
P. Carr, Assistant Village Manager  
B. Bettenhausen, Village Treasurer  
K. Workowski, Public Works Director  
J. Urbanski, Assistant Public Works Director  
P. Connelly, Village Attorney  
R. Zimmer, Executive Assistant to the Mayor  
L. Godette, Deputy Village Clerk  
L. Carollo, Commission/Committee Secretary

**Item #1** - The Special Public Works Committee meeting was called to order at 7:15 p.m.

**Item #2 – CONSIDER APPROVAL OF THE MINUTES OF THE PUBLIC WORKS COMMITTEE MEETING HELD ON NOVEMBER 6, 2018** – Motion was made by Chairman Younker, seconded by Trustee Pannitto, to approve the minutes of the Public Works Committee meeting held on November 6, 2018. Vote by voice call. Chairman Younker declared the motion carried.

**Item #3 – DISCUSS PURCHASE OF LED STREET/PARKING LOT LIGHTING REPLACEMENT – TINLEY PARK CONVENTION CENTER TAX INCREMENT FINANCE (TIF) DISTRICT** – Phases 1 and 2 of the LED Street Lighting Replacement project are complete, which included approximately 777 street lights.

Public Works requested purchase of 126 new high-efficient LED light heads to replace lights within specified areas of the Oak Park Avenue TIF District to include the Convention Center parking lot, Millennium Lakes Subdivision, Oak Park Avenue, Harlem Avenue and 183<sup>rd</sup> Street. Estimated total cost is \$123,800, for which sufficient funds are available under the TIF to support light replacement.

Chairman Younker asked if these LED lights would be the same as the previously replaced lights within the Street Lighting Replacement project and J. Urbanski, Assistant Public Works Director answered yes, they would be the same. Chairman Younker asked if there were further questions. Trustee Brady asked how long LED lights last. Mr. Urbanski stated Public Works chose to purchase the LED lights from GE due to a 10-year warranty offered on replacement for materials. Additionally, GE LED lights have approximately 100,000 hours of use in comparison to the existing lightbulbs of 10,000 hours of use.

Motion was made by Chairman Younker, seconded by Trustee Brady, to recommend adding Purchase of LED Street/Parking Lot Lighting Replacement – Tinley Park Convention Center Tax Increment Finance (TIF) District to this evening’s Village Board meeting agenda. Vote by voice. Chairman Younker declared the motion carried.

**Item #4 – RECEIVE COMMENTS FROM THE PUBLIC** - No comments from the public.

**ADJOURNMENT**

Motion was made by Chairman Younker, seconded by Trustee Brady, to adjourn this meeting of the Public Works Committee. Vote by voice call. Chairman Younker declared the motion carried and adjourned the meeting at 7:17 p.m.

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# Interoffice Memo

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**Date:** November 12, 2018

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

**From:** Joe Fitzpatrick, Water Foreman

**Subject:** Engineering and Bid Specifications

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Presented for December 11, 2018 PW Committee discussion and action

Description: Christopher Burke Engineering is the firm Public Works has contracted to engineer the Control Panel Replacement and Electrical Upgrades at Post 3 Storm Water Lift Station (7350 175<sup>th</sup> Street). This project will include replacing the control panel and upgrading the outdated electrical components currently used at the lift station.

Background: The Control Panel is outdated and causing problems with running the station. When we replace the panel, we are looking to fix electrical issues and clean up some of the cabinets.

<u>Contractor:</u>	<u>Location:</u>	<u>Cost:</u>
Christopher Burke Eng.	Rosemont, IL	\$21,000

Budget/ Finance: Funding in the amount of \$21,000.00 is available in approved FY18-19 Budget.

Staff Direction Request: Approve Christopher Burke Engineering to engineer, oversee, and put bid specifications together for Post 3 Liftstation project.

Attachments:

Quote and Scope of Work from Christopher Burke Engineering.



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

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

September 14, 2018

Village of Tinley Park  
16250 S. Oak Park Avenue  
Tinley Park, IL 60477

Attention: Mr. Jeff Cossidente, Interim Water Superintendent

Subject: Proposal for Professional Engineering Services  
Improvements at the Post 3 Storm Water Pump Station  
Village of Tinley Park

Dear Mr. Cossidente:

As requested, Christopher B. Burke Engineering, Ltd. (CBBEL) is submitting this proposal for professional engineering services related to the design of improvements at the Post 3 Storm Water Pump Station located at 175<sup>th</sup> Street, 1 block west of Harlem Avenue in Tinley Park, Illinois. Below is our Understanding of Assignment, Scope of Services and Estimate of Fee for your consideration.

**UNDERSTANDING OF ASSIGNMENT**

CBBEL understands the Village would like to rehabilitate the existing Post 3 Storm Water Pump Station triplex control panel. Improvements may include:

1. New pump control panel.
2. New transducer and floats backup.
3. New SCADA RTU.

SCADA programming will be performed by Village's preferred SCADA programmer under separate contract.

**SCOPE OF SERVICES**

**Task 1 – Data Collection and Review Existing Conditions:** CBBEL will meet on site with Village to review above listed scope of work and review existing conditions. CBBEL will review record drawings provided by the Village.

**Task 2 – Preparation of Plans and Specifications:** CBBEL will prepare Contract Documents consisting of bidding documents, contract agreement, technical specifications and design drawings for the project as described in the Understanding of the Assignment. The drawings will include a site plan, demolition plan, plan view and sections detailing the work to be performed along with mechanical, electrical and civil details as required. The



drawings will also include a one-line diagram of the pump power plan and controls, and details of site specific equipment. Technical specifications will be prepared for all equipment to be included in the project. CBBEL will prepare an opinion of probable construction cost for the improvements.

**Task 3 – Assistance with Bidding:** CBBEL will assist the Village with advertising the project for bidding, distribution of plans and specifications to bidders, attending a pre-bid meeting, respond to bidders' written questions and issue an addendum (if necessary). CBBEL will attend the bid opening, review and tabulate the bids and make a recommendation to the Village for the award of the project.

**ESTIMATE OF FEE**

TASK	FEE
Task 1 – Data Collection and Review Existing Conditions	\$3,000
Task 2 – Preparation of Plans and Specifications	\$15,000
Task 3 – Assistance with Bidding	\$3,000
<b>TOTAL</b>	<b>\$21,000</b>

We will bill you at the hourly rates specified on the attached Village of Tinley Park Rates and establish our contract in accordance with the attached Village of Tinley Park Agreement and forms. Direct costs for blueprints, photocopying, mailing, overnight delivery, messenger services and report compilation are not included in the fee estimate. Please note that any requested meetings or additional services are not included in the preceding fee estimate and will be billed at the attached hourly rates.

Please sign and return one copy of this proposal as an indication of acceptance and notice to proceed. Please feel free to contact us anytime.

Sincerely,

Christopher B. Burke, PhD, PE, D.WRE, Dist.M.ASCE  
President

JPC/pjb

**THIS PROPOSAL, SCHEDULE OF CHARGES & GENERAL TERMS AND CONDITIONS  
ACCEPTED FOR VILLAGE OF TINLEY PARK**

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

## PROFESSIONAL SERVICES AGREEMENT

This Agreement is made between Christopher Burke Engineering Ltd.. (hereinafter "Contractor") having its principal place of business at Rosemont, IL, and the Village of Tinley Park, an Illinois home-rule municipal corporation (hereinafter the "Village"; collectively the "Parties"):

### **Improvements at the Post 3 Storm Water Lift Station (Scope of Work set out in Exhibit A)**

FOR AND IN CONSIDERATION of their mutual promises, covenants, undertakings and agreements, the parties agree as follows:

- I. Services
  - A. Contractor agrees to provide, as an independent contractor, the professional services included in Exhibit A, attached hereto and made a part hereof, as well as such other or incidental services as may be necessary to carry out said professional services, as well as any other professional services requested by the Village (hereinafter the "Services"). Said Services shall be conducted in accordance with the nationally recognized standards in the industry, the expectations of the Village, and the laws and regulations of the State of Illinois and the Village of Tinley Park. The express terms of this Agreement shall take precedence and control over any term or provision of any Exhibit that in any way conflicts with, differs from, or attempts to alter the terms of this Agreement.
  - B. The Services shall be provided by employees of Contractor, who are experienced, certified, and/or qualified and licensed, to the extent necessary to perform said Services in the State of Illinois.
  - C. 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 Agreement. 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.

## II. COMPENSATION

Contractor will be compensated based upon the fee schedule attached hereto as Exhibit B.

## III. INDEMNIFICATION AND HOLD HARMLESS.

Contractor will indemnify and hold harmless, protect and defend, at its own cost and expense, the Village, its officers, officials, Village President and Board of Trustees, agents, employees, volunteers, representatives, assigns, successors, transferees, licensees, invitees, attorneys, or other persons or property standing in the interest of the Village, from any and all risks, lawsuits, actions, damages, losses, expenses (including attorneys' fees), claims, or liabilities of any character, brought because of any death, injuries or damages received or sustained by any person, persons, or property on account of any act, omission, neglect or misconduct of Contractor, its officers, agents and/or employees, including any of its subcontractors, arising out of or in performance of any provision of this Agreement, including any claims or amounts arising or recovered under the Workers' Compensation Act or any other law, ordinance, order or decree.

## IV. INSURANCE

During the term of this Agreement, Contractor shall provide and maintain the types of insurance set forth in Exhibit C, written on the comprehensive form and as "occurrence" policies, primary to any insurance of the Village, in not less than the specified amounts.

Contractor shall furnish to the Village, prior to commencing any activities under this Agreement, and annually thereafter, satisfactory proof of the above insurance requirements by a reliable insurance company or companies authorized to do business in Illinois. Such proof shall consist of certificates executed by the respective insurance companies and attached to this Agreement as Exhibit D. Said certificates shall list the Village and its officers, officials, Village President and Board of Trustees, agents, employees, volunteers, representatives, assigns, successors, transferees, licensees, invitees, and attorneys, as additional insureds on all required insurance policies.

## V. WARRANTY

Contractor represents and warrants to the Village that it has the experience and ability to perform the services required by this Agreement, that it will perform said services in a professional, competent and timely manner, as represented and suitable for the performance of the Agreement, and that that it has the power to enter into and perform this Agreement.

## VI. NOTICE

Except to the extent that verbal notice is otherwise permitted herein, proper notice may be given by personal service or certified or registered mail to:

**Christopher Burke Engineering Ltd.**  
**9575 West Higgins Road**  
**Suite 600**  
**Rosemont, IL 60018**

OR TO:

Village of Tinley Park  
Village Manager  
16250 South Oak Park Avenue  
Tinley Park IL. 60477

Notice shall be effective upon the date of receipt by personal service or as evidenced by a valid return receipt. The name and/or address to which notice is required may be amended at any time by written notice to the other party as provided herein.

#### VII. INTERPRETATION

This Agreement provides for services to be performed within the State of Illinois. Accordingly, this Agreement, and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois. The parties agree that for the purpose of any litigation relative to this Agreement and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois and the parties consent to the in persona jurisdiction of said Court for any such action or proceeding.

#### VIII. WAIVER.

The waiver of one party of any breach of this Agreement or the failure of one party to enforce any provisions hereof, shall be limited to the particular instance and shall not operate to bar or be deemed a waiver of enforcing against other or future breaches.

#### IX. SEVERABILITY

If any provision of this Agreement is found to be invalid, illegal or unenforceable, that provision shall be severable from the rest of this Agreement and the validity, legality and enforceability of the remaining provisions will in no way be affected or impaired.

#### X. ENTIRE UNDERSTANDING

This Agreement sets forth all of the entire understanding of the parties relative to the subject hereof and supersedes any and all prior agreements, express or implied, oral or written. No

amendment or modification of this Agreement shall be effective unless reduced to writing and executed by the parties.

**XI. TERM**

The effective date of this Agreement is the date the Village executes the agreement by signing below. The Village may terminate this Agreement at any time and for any reason, upon providing twenty-four hours written notice to Contractor. The Agreement shall remain in effect for 12 months from the effective date and shall be automatically renewed for a like term, subject to the right of the Village to cancel this Agreement upon twenty-four hours written notice to Contractor.

IN WITNESS WHEREOF, the Village of Tinley Park and \_\_\_\_\_ have executed this agreement.

**VILLAGE OF TINLEY PARK**

**Christopher Burke. Engineering Ltd.**

By: \_\_\_\_\_  
Village Manager

By: \_\_\_\_\_  
Chief Executive Officer

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

## CERTIFICATIONS BY CONTRACTOR

### Eligibility to Contract

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

Christopher Burke Engineering Ltd.

\_\_\_\_\_  
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.

Christopher Burke Engineering Ltd.

\_\_\_\_\_  
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.

Christopher Burke Engineering Ltd.

\_\_\_\_\_  
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.

Christopher Burke Engineering Ltd.

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

Submitted by (signature)

\_\_\_\_\_  
Title

## **EXHIBIT A**

### **Scope of Professional Services**

**Task 1 - Data Collection and Review Existing Conditions:** CBBEL will meet on site with Village to review above listed scope of work and review existing conditions. CBBEL will review record drawings provided by the Village.

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**EXHIBIT B**

**ESTIMATE OF FEE**

TASK	FEE
Task 1 – Data Collection and Review Existing Conditions	\$3,000
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TOTAL	\$21,000

We will bill you at the hourly rates specified on the attached Village of Tinley Park Rates and establish our contract in accordance with the attached Village of Tinley Park Agreement and forms. Direct costs for blueprints, photocopying, mailing, overnight delivery, messenger services and report compilation are not included in the fee estimate. Please note that any requested meetings or additional services are not included in the preceding fee estimate and will be billed at the attached hourly rates.



**EXHIBIT C**

**Required Insurance**

**EXHIBIT D**

**Insurance Certificates**

To: Colby Zemaitis, PE CFM, Village Engineer Date: 12/5/18  
From: Jennifer Prinz, PE CFM  
Subject: Will County Flood Maps Project No. 18-R0055

As you are aware, the National Flood Insurance Program (NFIP) is a voluntary program based on a mutual agreement between the Federal government and a community. In exchange for adoption and enforcing a Floodplain Management ordinance, Federally-backed flood insurance is made available to property owners throughout the community. The Village of Tinley Park is part of the NFIP.

Today, maps depicting flood hazards in Illinois are primarily paper maps. These paper floodplain maps, used for regulatory and flood insurance purposes as well as identifying sensitive riparian corridors, are called Flood Insurance Rate Maps, or FIRMs. Since many the nation's floodplain maps are outdated (in Illinois some are as old as 20 years), updates were warranted. Funded by Congress, the Federal Emergency Management Agency (FEMA) launched the Map Modernization Program to help develop fully digital floodplain maps nationwide. The new digital floodplain maps use geographic information system (GIS) technology and local involvement is stressed to assure that data incorporated in the maps is up to date and accurate.

The Illinois Department of Natural Resources Office of Water Resources and the Illinois State Water Survey have been working together to prepare the floodplain maps and Flood Insurance Study for Will County since 2005. Some of the main project goals were:

- convert from paper to digital format
- update to a county wide format
- provide flood insurance studies that were inclusive of all communities
- incorporate all the letters of map revision data into the maps
- incorporate new study data

In 2009 the first preliminary products were released and reviewed by communities. After some additional studies and updates, the second round of preliminary products were released in 2017. Some of the standard map upgrades included:

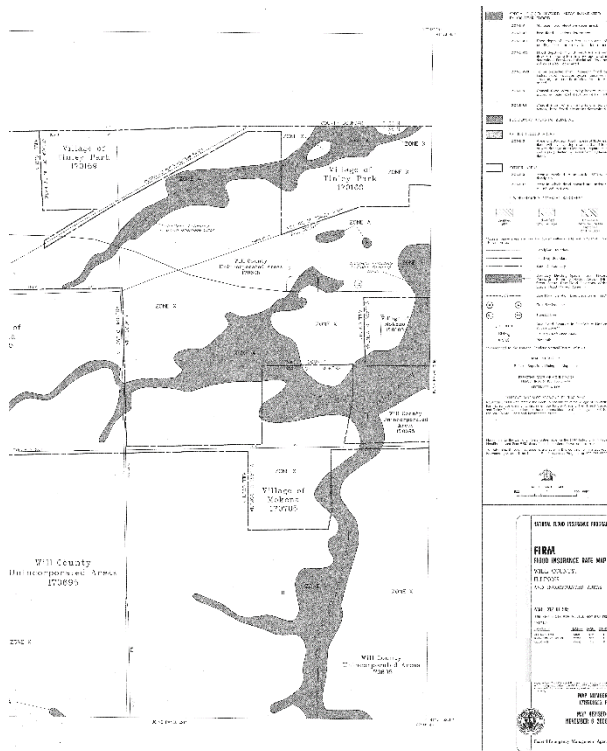
- updated orthophotography for the base map
- updated topography using Light Detecting and Ranging (LiDAR) to provide elevations in order to delineate the floodplains
- vertical datum conversion
- stream name changes
- community comment incorporation (2009, 2013 and 2016)

These maps have been reviewed by staff and all of the comments and flood studies done as part of the development of the Will County portion of Tinley Park have been incorporated.

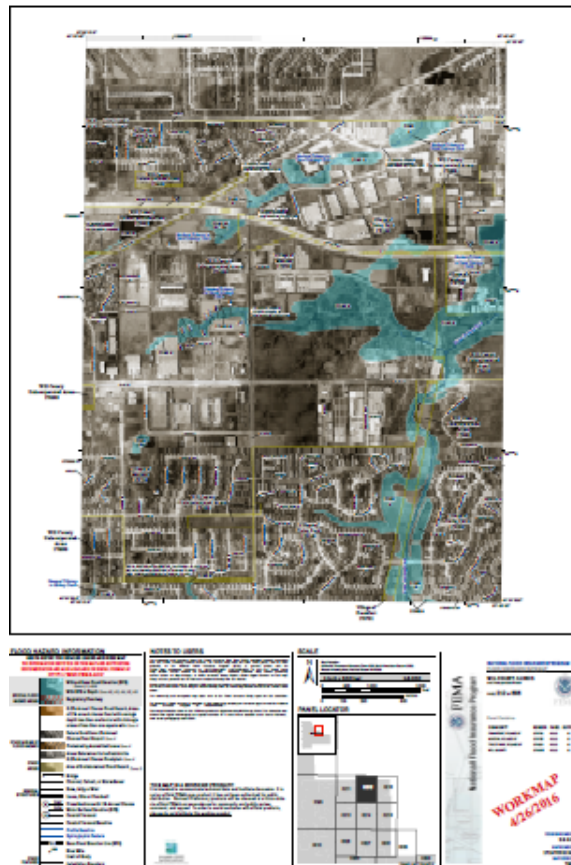
These updated, easy to read, digital maps will greatly benefit the Village's Will County property owners in understanding their flood risk and will be able to be incorporated into the Village's GIS.

## MAP FORMAT CHANGES

### OLD FORMAT



### NEW FORMAT



Next step:

The new maps must be adopted by ordinance six months after FEMA sends the Letter of Final Determination (no later than February 15, 2019). If a county or community fails to adopt the maps and Flood Insurance Study by ordinance within 6 months, they will be suspended from the National Flood Insurance Program.

The Public Works Committee can expect to see the updated ordinance brought before the Village Board for adoption prior to the February deadline once it is revised in accordance with the NFIP guidelines and reviewed by the Village attorney.



# Interoffice Memo

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**Date:** December 5, 2018  
**To:** Public Works Committee  
**From:** Pat Carr, Asst. Village Manager  
**CC:** Dave Niemeyer, Village Manager  
**Subject:** Village Waste and Recycling RFP

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

Per Village board direction, staff will look at different options to potentially improve waste and recycling collections through an advertised RFP/Bid of collection services. With the input of residents and staff, there were several ideas to potentially be included in a future new contract.

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

The proposed time frame for the RFP is as follows:

- A. Draft RFP for Public Works Committee Review – February 2019
- B. Board Review and Approval – March 2019
- C. RFP Release – April 2019
- D. RFP Selection – May 2019

# **PUBLIC COMMENT**

**ADJOURNMENT**