
THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION

NO. 2024-R-022

**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY
PARK AND R.C. WEGMAN FOR HARMONY SQUARE – BID PACKAGE #1**

**MICHAEL W. GLOTZ, PRESIDENT
NANCY M. O’CONNOR, VILLAGE CLERK**

**WILLIAM P. BRADY
WILLIAM A. BRENNAN
DENNIS P. MAHONEY
MICHAEL G. MUELLER
KENNETH E. SHAW
COLLEEN M. SULLIVAN
Board of Trustees**

RESOLUTION NO. 2024-R-022

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND R.C. WEGMAN FOR HARMONY SQUARE– BID PACKAGE #1

WHEREAS, the Village of Tinley Park, Cook and Will Counties, Illinois, is a Home Rule Unit pursuant to the Illinois Constitution of 1970; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into an Agreement with R.C. Wegman, a true and correct copy of such Agreement being attached hereto and made a part hereof as **EXHIBIT 1**; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interests of said Village of Tinley Park that said Agreement be entered into by the Village of Tinley Park;

NOW, THEREFORE, Be It Resolved by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

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

Section 2: That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interests of the Village of Tinley Park and its residents that the aforesaid "Agreement" be entered into and executed by said Village of Tinley Park, with said Agreement to be substantially in the form attached hereto and made a part hereof as **EXHIBIT 1**.

Section 3: That the President and Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois are hereby authorized to execute for and on behalf of said Village of Tinley Park the aforesaid Agreement.

Section 4: That this Resolution shall take effect from and after its adoption and approval.

ADOPTED this 5th day of March, 2024, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES: Brady, Glotz, Shaw, Sullivan

NAYS: None

ABSENT: Brennan, Mahoney, Mueller

APPROVED this 5th day of March, 2024, by the President of the Village of Tinley Park,

Village President

Village Clerk

EXHIBIT 1

AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND R.C. WEGMAN FOR HARMONY SQUARE – BID PACKAGE #1

AMENDMENT NO. 1.2 TO ConsensusDocs® 500

STANDARD AGREEMENT AND GENERAL CONDITIONS BETWEEN OWNER AND CONSTRUCTION MANAGER

(Where the Basis of Payment is a Guaranteed Maximum Price with an Option for Preconstruction Services)

Dated February 28, 2024.

Pursuant to Section 3.3 of the Agreement dated January 23, 2024, between the Owner, VILLAGE OF TINLEY PARK, and the Contractor, R.C. WEGMAN CONSTRUCTION COMPANY, for HARMONY SQUARE, the Owner and the Contractor desire to establish a Guaranteed Maximum Price ("GMP") for the Work. Therefore, the Owner and the Contractor agree as follows:

ARTICLE 1.2 GUARANTEED MAXIMUM PRICE - BP1 (EARLY RELEASE)

The Contractor's GMP for the Work, including the Cost of the Work as defined in Article 8 and the Contractor's Fee as set forth in Section 7.3, is **Six Million, Seven Hundred Ninety Thousand, Eight Hundred Twelve Dollars (\$6,790,812)**.

The GMP is for the performance of the Work in accordance with the exhibits listed below, which are part of this Agreement.

EXHIBIT A: Drawings, Specifications and Addenda, dated February 28, 2024, 1 page.

EXHIBIT B: Allowances, dated February 28, 2024, 1 page.

EXHIBIT C: Assumptions and Clarifications, dated February 28, 2024, 1 page.

EXHIBIT D: Schedule of Values, dated February 28, 2024, 1 page.

EXHIBIT E: Bid Form and Voluntary Alternates, dated February 28, 2024, 2 pages.

EXHIBIT F: Unit Prices, dated February 28, 2024, 1 page.

ARTICLE 1 DATE OF SUBSTANTIAL COMPLETION

The Date of Substantial Completion of the Work is no later than: **May 2, 2025**.

ARTICLE 2 DATE OF FINAL COMPLETION

The Date of Final Completion of the Work is: within **thirty (30)** Days after the Date of Substantial Completion, subject to adjustments as provided for in the Contract Documents.

This Amendment is entered into as of February 28, 2024.



ATTEST: [REDACTED]

OWNER: VILLAGE OF TINLEY PARK

BY: [REDACTED]

PRINT NAME Michael W. Glatz PRINT TITLE Village President

ATTEST: [REDACTED]

CON: [REDACTED]

BY: [REDACTED]

PRINT NAME Colette Rozanski PRINT TITLE President

END OF DOCUMENT.



ATTEST

OWNER: VILLAGE OF TINLEY PARK

BY:

PRINT NAME Michael W. Glotz PRINT TITLE Village President

ATTEST: _____

CONTRACTOR: R.C. Wegman Construction Company

BY: _____

PRINT NAME Colette Rozanski PRINT TITLE President

END OF DOCUMENT.



EXHIBIT A - Drawings, Specifications and Addenda
2/28/2024

	Description	# of Pages
Drawings:	HARMONY SQUARE BP1, prepared by Tria Architects and consultants, dated 01/29/2014	65
Specifications:	PROJECT MANUAL, VOLUME 1, prepared by R.C. Wegman Construction Company, dated 01/30/2024	141
	PROJECT MANUAL, VOLUME 2, prepared by Tria Architects, dated 01/29/2024	156
Addenda:	Addendum #1, prepared by R.C. Wegman Construction Company, dated 02/09/2024	27
	Addendum #2, prepared by R.C. Wegman Construction Company, dated 02/13/2024	39
	Addendum #3, prepared by R.C. Wegman Construction Company, dated 02/14/2024	7
	Addendum #4, prepared by R.C. Wegman Construction Company, dated 02/16/2024	8

EXHIBIT B - Allowances**2/28/2024**

Allowance: 5% Construction Contingency	\$285,328
Allowance: 5% Owner's Contingency	\$285,328
Allowance: Lime Stabilization	\$160,000
Allowance: Earth Retention along Oak Park Avenue	\$300,000
Allowance: EZ Valve Installation required for Earth Retention along Oak Park Avenue	\$300,000
Allowance: Remove and Replace 24" Watermain along Oak Park Avenue	\$300,000
Allowance: Survey and As-Built	\$25,000
Allowance: Materials Testing	\$25,000
Allowance: Office Trailer	\$7,800
Allowance: Temporary Sanitary Units	\$2,400
Allowance: Dumpsters	\$14,400
Allowance: Builders Risk Insurance	\$50,000
Allowance: Security and Timelapse Video	\$6,300
Allowance: Site Superintendent - 52 weeks (12 months)	\$239,200
Allowance: Site Superintendent - 39 weeks (9 months)	\$179,400

(100% of unused Allowance Funds are returned to Village of Tinley Park at the conclusion of the project.)

EXHIBIT C - Assumptions and Clarifications

2/28/2024

Permit Fees and Review	Permit Fees are excluded from GMP. Added scope or cost of work resulting from permit comments from Authorities Having Jurisdiction are not included in the GMP.
Winter Conditions	Winter conditions are excluded from GMP unless a specific Winter Conditions Allowance is included.
Temporary Power	Temporary ComEd power consumption during construction is excluded from GMP and shall be paid direct by Owner.
Bid Letting Schedule for entire Harmony Square project	<p>GMP Amendment No. 1.1, dated 1/23/2024, included the Abatement and Demolition of the Teehan/Liquor Store building. It also included (2) Allowances for the Village of Tinley Park to pre-purchase HVAC and Electrical Equipment via the Omnia Partners Cooperative Purchasing system. This GMP Amendment was approved at the February 6, 2024 Village Board Meeting in the amount of \$742,172.</p> <p>This GMP Amendment No. 1.2, dated 2/28/2024, includes Bid Packet #1 (BP1 - Early Release) and includes the following Bid Packages: 02A-Earthwork and Foundation Excavation, 02B-Site Utilities, 03A-Building Concrete, and 14-Elevators. Allowances are also included for lime stabilization, earth retention, watermain valves installation required to perform earth retention, and removing/replacing 24" watermain along Oak Park Avenue. Also included are all other Reimbursable Allowances required for the entire Harmony Square project: Survey and As-Built, Materials Testing, Office Trailer, Temporary Sanitary Units, Dumpsters, Builders Risk Insurance, Security and Timelapse Video, Full Time Superintendents.</p> <p><u>Future GMP Amendments shall follow this proposed Bidding Schedule; subject to change:</u></p> <p>Bid Packet #2 (BP2 - Shell and Core) is scheduled to bid at the end of March 2024, and shall include the following Bid Packages: 02C-Asphalt, 02D-Landscaping, 02E-Synthetic Turf, 02F-Pavers, 03B-Site Concrete, 04-Masonry, 05-Structural Steel, 06A-Carpentry, 07-Roofing, 08A-Overhead Doors, 08B-Aluminum Framing and Glazing, 15A-Fire Protection, 15B-Plumbing, 15C-HVAC, 16A-Electrical. This shall be titled GMP Amendment No. 1.3 (Shell and Core).</p> <p>Bid Packet #3 (BP3 - Finishes) is scheduled to bid at the end of June 2024, and shall include the following Bid Packages: 06B-General Trades, 06C-Architectural Woodwork, 09A-Gypsum Board Systems, 09B-ACT, 09C-Flooring and Tile, 09D-Epoxy Flooring, 09E-Painting, 11-Kitchen and Bar Equipment, 16B-Low-Voltage. This shall be titled GMP Amendment No. 1.4 (Finishes).</p> <p>Additional Bid Packets may be added, if bidding schedule requires, and/or if when drawings become available to RCW effects bidding schedule.</p>

EXHIBIT D - SCHEDULE OF VALUES

2/28/2024

BID PACKAGES	AWARDED CONTRACTOR	BASE BID	VOLUNTARY ALTERNATES INCLUDED	TOTAL SUBCONTRACTED AMOUNT
BP1-02A Earthwork and Foundation Excavation	Curran Contracting	\$2,147,777		\$2,147,777
BP1-02B Site Utilities	Airy's	\$366,588		\$366,588
BP1-03A Building Concrete	Elliot Construction	\$1,288,800	-\$21,000	\$1,267,800
BP1-14 Elevators	Schindler	\$388,700	-\$73,800	\$314,900
Allowance: Lime Stabilization				\$160,000
Allowance: Earth Retention along Oak Park Avenue				\$300,000
Allowance: EZ Valve Installation required for Earth Retention along Oak Park Avenue				\$300,000
Allowance: Remove and Replace 24" Watermain along Oak Park Avenue				\$300,000
Allowance: Survey and As-Built				\$25,000
Allowance: Materials Testing				\$25,000
Allowance: Office Trailer				\$7,800
Allowance: Temporary Sanitary Units				\$2,400
Allowance: Dumpsters				\$14,400
Allowance: Builders Risk Insurance				\$50,000
Allowance: Security and Timelapse Video				\$6,300
Allowance: Site Superintendent - 52 weeks (12 months)				\$239,200
Allowance: Site Superintendent - 39 weeks (9 months)				\$179,400
CONSTRUCTION COST				\$5,706,565
Construction Manager Fee 3%				\$171,197
General Condition's Fee 4%				\$228,263
Insurance Fee 1%				\$57,066
Bond Fee 1%				\$57,066
5% Construction Contingency				\$285,328
5% Owner's Contingency				\$285,328
GMP				\$6,790,812

EXHIBIT E - Bid Form and Voluntary Alternates
2/28/2024

BID FORM ALTERNATES

None

VOLUNTARY ALTERNATES PROVIDED BY SUBCONTRACTORS

BP1-03A	Elliot Construction: Use Tuff-N-Dri waterproofing system in lieu of specified system:	-\$27,000
	CONSTRUCTION COST	-\$27,000
	Construction Manager Fee 3%	-\$810
	General Condition's Fee 4%	-\$1,080
	Insurance Fee 1%	-\$270
	Bond Fee 1%	-\$270
	5% Construction Contingency	-\$1,350
	5% Owner's Contingency	-\$1,350
	TOTAL VOLUNTARY ALTERNATE SAVINGS	-\$32,130

VOLUNTARY ALTERNATE IS NOT ACCEPTED

BP1-03A	Elliot Construction: Use E-Cure Dissipative Curing Compound in lieu of Wet Cure:	-\$21,000
	CONSTRUCTION COST	-\$21,000
	Construction Manager Fee 3%	-\$630
	General Condition's Fee 4%	-\$840
	Insurance Fee 1%	-\$210
	Bond Fee 1%	-\$210
	5% Construction Contingency	-\$1,050
	5% Owner's Contingency	-\$1,050
	TOTAL VOLUNTARY ALTERNATE SAVINGS	-\$24,990

VOLUNTARY ALTERNATE IS ACCEPTED

BP1-14	Schindler Elevator: To eliminate C3 loading requirement and reduce speed to 150FPS for service car:	-\$73,800
	CONSTRUCTION COST	-\$73,800
	Construction Manager Fee 3%	-\$2,214
	General Condition's Fee 4%	-\$2,952
	Insurance Fee 1%	-\$738
	Bond Fee 1%	-\$738
	5% Construction Contingency	-\$3,690
	5% Owner's Contingency	-\$3,690
	TOTAL VOLUNTARY ALTERNATE SAVINGS	-\$87,822

VOLUNTARY ALTERNATE IS ACCEPTED

BP1-14	Schindler Elevator: To eliminate C3 loading requirement, reduce speed to 150FPS, provide PLAM walls in lieu of 5WL, provide standard fixtures in lieu of vandal resistant, and provided painted entrances in lieu of SS#4 for service car:	-\$97,400
	CONSTRUCTION COST	-\$97,400
	Construction Manager Fee 3%	-\$2,922
	General Condition's Fee 4%	-\$3,896
	Insurance Fee 1%	-\$974
	Bond Fee 1%	-\$974
	5% Construction Contingency	-\$4,870
	5% Owner's Contingency	-\$4,870
	TOTAL VOLUNTARY ALTERNATE SAVINGS	-\$115,906

VOLUNTARY ALTERNATE IS NOT ACCEPTED

BP1-14	Schindler Elevator: To reduce speed to 100FPS, provide standard fixtures in lieu of vandal resistant, and provide painted entrances in lieu of SS#4 for passenger car:	-\$19,700
	CONSTRUCTION COST	-\$19,700
	Construction Manager Fee 3%	-\$591
	General Condition's Fee 4%	-\$788
	Insurance Fee 1%	-\$197
	Bond Fee 1%	-\$197
	5% Construction Contingency	-\$985
	5% Owner's Contingency	-\$985
	TOTAL VOLUNTARY ALTERNATE SAVINGS	-\$23,443

VOLUNTARY ALTERNATE IS NOT ACCEPTED

IF NOT INCLUDED IN THIS GMP, VOLUNTARY ALTERNATES CAN BE SELECTED AT A LATER DATE. IF SELECTED, THE SAVINGS WILL BE TRANSFERRED INTO THE 5% CONSTRUCTION CONTINGENCY VIA A CONTINGENCY ADJUSTMENT.

EXHIBIT F - Unit Prices**2/28/2024****UNIT PRICES PROVIDED ON BID FORM**

BP1-02A	CURRAN CONTRACTING	UNIT COST
	Unit Price #1 - Provide cost per Square Yard at 12" till to provide lime stabilizaion.	\$8.50 per SY
	Unit Price #2 - Provide cost per Cubic Yard to provide additional excavation and removal of unsuitable soil and/or unstable base, and provide compacted CA-1 structural stone backfill in its place.	\$135.00 per CY
	Unit Price #3 - Provide cost per Cubic Yard to provide additional excavation and removal of unsuitable soil and/or unstable base, and provide compacted CA-6 structural stone backfill in its place.	\$130.00 per CY
	Unit Price #4 - Provide cost per Cubic Yard to remove and dispose of contaminated soils.	\$130.00 per CY
	Unit Price #5 - Provide cost per Square Yard at 12" till to provide cement stabilization.	\$11.00 per SY
BP1-02B	AIRY'S	UNIT COST
	Unit Price #2 - Provide cost per Cubic Yard to provide additional excavation and removal of unsuitable soil and/or unstable base, and provide compacted CA-1 structural stone backfill in its place.	\$177.00 per CY
	Unit Price #3 - Provide cost per Cubic Yard to provide additional excavation and removal of unsuitable soil and/or unstable base, and provide compacted CA-6 structural stone backfill in its place.	\$157.00 per CY
	Unit Price #4 - Provide cost per Cubic Yard to remove and dispose of contaminated soils.	\$288.00 per CY

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

CERTIFICATE

I, NANCY M. O’CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2024-R-024, “**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND R. C. WEGMAN FOR HARMONY SQUARE – BID PACKAGE #1,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on March 5, 2024.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 5th day of March, 2024.

A solid black rectangular box used to redact the signature of the Village Clerk.

VILLAGE CLERK