

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

**NOTICE IS HEREBY GIVEN** that a Committee of the Whole Meeting of the Village of Tinley Park, Cook and Will Counties, Illinois will be held on Tuesday, March 3, 2020, beginning at 6:00 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 FEBRUARY 18, 2020.
3. DISCUSS MARRIOTT/LAGRANGE ROAD ENGINEERING SERVICES ADDENDUM.
4. DISCUSS SPECIAL EVENT PERMIT FEES.
5. RECEIVE TAX INCREMENT FINANCE PRESENTATION.
6. DISCUSS THE TINLEY PARK MENTAL HEALTH CENTER SENATE BILL AFFECTING POTENTIAL SALE.
7. DISCUSS RED LIGHT CAMERA CONTRACT.
8. DISCUSS CANNABIS DISPENSARIES.
9. DISCUSS VIDEO GAMING TERMINAL OPERATING FEE.
10. DISCUSS ADDING PUSH TAX FOR VIDEO GAMING TERMINALS.
11. DISCUSS INTERGOVERNMENTAL AGREEMENT FOR POLICE MULTI-JURISDICTIONAL TASK FORCE.
12. RECEIVE COMMENTS FROM THE PUBLIC.

ADJOURNMENT

KRISTIN A. THIRION  
VILLAGE CLERK

**MINUTES**  
**Meeting of the Committee of the Whole**  
**February 18, 2020 – 7:30 p.m.**  
**Village Hall - Council Chambers**  
**16250 S Oak Park Ave.**  
**Tinley Park, IL 60477**

Members Present: M. Glotz, President Pro-Tem  
K. Thirion, Village Clerk  
C. Berg, Village Trustee  
W. Brady, Village Trustee  
W. Brennan, Village Trustee  
D. Galante, Village Trustee  
M. Mueller, Village Trustee

Members Absent: J. Vandenberg, Village President

Staff Present: D. Niemeyer, Village Manager  
P. Carr, Assistant Village Manager  
F. Reeder, Fire Chief  
M. Walsh, Police Chief  
B. Bettenhausen, Finance Director  
K. Clarke, Community Development Director  
J. Urbanski, Assistant Public Works Director  
D. Framke, Marketing Director  
D. Spale, Village Attorney

**Item #1** - The meeting of the Committee of the Whole was called to order at 7:34 p.m. on February 18, 2020.

**Item #2 - CONSIDER APPROVAL OF THE MINUTES OF THE COMMITTEE OF THE WHOLE MEETING HELD ON February 4, 2020.** – Motion was made by Trustee Mueller, seconded by Trustee Berg, to approve the minutes of the Committee of the Whole meeting held on February 4, 2020. Vote by voice call. President Pro-Tem Glotz declared the motion carried.

**Item #3 – RECEIVE UPDATE ON FIRE STATION 47 PROJECT.** – John Urbanski, Assistant Director of Public Works, presented an update on Fire Station 47. Mr. Urbanski presented a brief overview of the construction progress, budget and schedule. As of recently the project has passed the 65% completion mark, on schedule and currently under budget. The construction schedule is currently two (2) weeks behind despite losing 29 days due to weather.

Clerk Thirion stated that Station 47 is being featured on the 2020 Vehicle Sticker.

**Item #4 – DISCUSS AGREEMENT WITH LIVE NATION WORLDWIDE LLC FOR PUBLIC SAFETY SERVICES AT THE HOLLYWOOD CASINO AMPHITHEATER.** – Pat Carr, Assistant Village Manager, presented a cooperative agreement, between the Village of Tinley Park and Live Nation, to provide public safety services at the Hollywood Casino Amphitheatre. This agreement will cover insurance requirements and public safety costs associated with the operation of the music theatre.

It also provides a cost savings to the Village associated with public safety services at the Hollywood Casino Amphitheatre.

President Pro-Tem Glotz requested that language be added to the agreement, requiring any additional detail needed, public safety services must be requested through the Village and may not be privatized. He asked that there be a liaison between the Village and the amphitheater.

President Pro-Tem Glotz asked the Committee if there were any questions. There were none.

Motion was made by Trustee Mueller, seconded by Trustee Brady, to recommend a Cooperative Agreement between the Village and Live Nation, with the above changes, be forwarded to the Village Board for approval. Vote by voice. President Pro-Tem Glotz declared the motion carried.

**Item #5 – DISCUSS COMMITTEE OF THE WHOLE SCHEDULE FOR THE REMAINDER OF 2020.** – David Niemeyer, Village Manager, presented a Schedule of Regular Meetings of Committee of the Whole for the remainder of 2020.

Trustee Berg asked if this went through the Administration and Legal Committee and if some of the dates can be changed. President Pro-Tem Glotz replied that it was only on the Committee of the Whole agenda and the dates can be cancelled or rescheduled as with any other meeting.

President Pro-Tem Glotz asked the Committee if there were any questions. There were none.

Motion was made by Trustee Mueller, seconded by Trustee Brennan, to recommend the Committee of the Whole schedule for the remainder of 2020, be forwarded to the Village Board for approval. Vote by voice. President Pro-Tem Glotz declared the motion carried.

**Item #6 - DISCUSS SIP WINE BAR EASEMENT.** - The project known as SIP Wine Bar located at 17424 Oak Park Avenue was approved by the Village Board on September 18, 2018. The project consists of a self-serve wine bar and restaurant that includes a full kitchen and food service. There will be indoor seating, a standing room only area and two (2) outdoor patios in the front and back. As a condition of approval, the applicant needed to extend a water line through the Village's public parking lot to connect to the existing water line on Hickory Street. Easements are needed by the Village to allow such water line on our property. Kimberly Clarke, Community Development Director, requested a resolution approving and accepting the plat of easements be forwarded to the Village Board.

President Pro-Tem Glotz asked the Committee if there were any questions. There were none.

Motion was made by Trustee Mueller, seconded by Trustee Berg, to recommend the Resolution authorizing SIP Wine Bar Easement be forwarded to the Village Board for approval. Vote by voice. President Pro-Tem Glotz declared the motion carried.

**Item #7 – RECEIVE COMMENTS FROM THE PUBLIC.**

President Pro-Tem Glotz asked if there was any one wished to address the Board. There were none.

Motion was made by Trustee Brady, seconded by Trustee Brennan, to adjourn the Committee of the Whole. Vote by voice call. President Pro-Tem Glotz, declared the motion carried and adjourned the meeting at 7:51p.m.



# Interoffice Memo

**Date:** February 26, 2020

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

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

**Subject:** Marriott/LaGrange Road Engineering Services Addendum/Proposals

Prepared for March 3, 2020 Committee of the Whole and Village Board Meeting for consideration and possible action:

**Description:** The Village plans to provide water and sewer services to the proposed Marriott Development along with the other undeveloped parcels within the 183<sup>rd</sup> Street/LaGrange Road corridor. The alignment of the water main and sanitary sewer has changed from the original scope of work requiring additional surveying and design services for both utilities.

The original alignment for the service extensions were approximately 1,800 lineal feet of watermain and 900 lineal feet of sanitary sewer. The new alignments are approximately 3,200 lineal feet of watermain and 1,750 lineal feet of sanitary sewer and a lift station. These new alignments now provide sanitary and watermain services for all future parcel developments from LaGrange Road to 94<sup>th</sup> Avenue between 179<sup>th</sup> Street and the old 183<sup>rd</sup> Street alignment,

The previously approved Design Services Agreement with Baxter & Woodman Consulting Engineers was in the amount of \$78,400. The additional cost for the Design Services for the re-alignment will be \$23,000.

Amendment No. 1 is in the amount not to exceed \$23,000 for the additional design services for the sewer and watermain.

The additional three (3) proposals are for the Design Services of the lift station along with the Construction Services for the sewer and watermain and the lift station.

A Cost Summary is below:

**Survey and Design Services:**

|  |                  |
|--|------------------|
| <i>Original Design Services for Water and Sewer:</i>                     | \$78,400         |
| <i>Additional Design Services due to Realignment of Water and Sewer:</i> | \$23,000         |
| <i>Design Services for Lift Station:</i>                                 | <u>\$63,750</u>  |
| <b>Total Cost:</b>   | <b>\$165,150</b> |

**Construction Services:**

|  |                         |
|--|-------------------------|
| <i>Construction Services for Entire Water and Sewer Project:</i> | \$79,750                |
| <i>Construction Services for Lift Station:</i>                   | <u>\$60,950</u>         |
| <b>Total Cost:</b>   | <b>\$140,700</b>        |
| <b>Overall Cost:</b>   | <b><u>\$305,850</u></b> |

\* Engineering Service Costs above are all “not to exceed” from Baxter & Woodman.

Budget / Finance: Funding is budgeted for Water and Sewer Improvement Budgets.

|                           |                     |   |
|---------------------------|---------------------|---|
| Budget Available:         | \$ 170,000          | (FY20: Design Only)                     |
|                           | \$1,700,000         | (FY20: Utility Ext. – Construction)     |
|                           | <u>\$ 800,000</u>   | (FY21 – Construction)                   |
| Total:                    | \$2,670,000         | (Engineering Services)                  |
|                           | <u>\$2,350,000</u>  | (Estimated Construction Cost)           |
| Difference                | \$ 320,000          |   |
|                           | - <u>\$ 305,850</u> | (Overall B&W Engineering Service Costs) |
| Difference (under budget) | \$ 14,150           |   |

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Staff Direction Request:

1. Approve Amendment No. 1 in the amount not to exceed \$23,000 for the additional design services for the sewer and watermain.
2. Construction Services Proposal for sewer and watermain in the amount not to exceed \$79,750 for the sewer and watermain construction.
3. Design Services Proposal for the lift station in the amount not to exceed \$63,750.
4. Construction Services Proposal for the lift station in the amount not to exceed \$60,950 for the lift station construction.
5. Direct Staff as necessary.

Attachments

1. Amendment No. 1 – Design Services Amendment for sewer and watermain
2. Construction Services Proposal for sewer and watermain
3. Design Services Proposal for lift station
4. Construction Services Proposal for lift station



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**THE VILLAGE OF TINLEY PARK**

**Cook County, Illinois  
Will County, Illinois**

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**RESOLUTION  
NO. 2020-R-026**

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**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF  
TINLEY PARK AND BAXTER & WOODMAN FOR MARRIOTT/LAGRANGE  
ROAD ENGINEERING SERVICES ADDENDUM**

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

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

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

**VILLAGE OF TINLEY PARK**

Cook County, Illinois

Will County, Illinois

**RESOLUTION NO. 2020-R-026**

**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF  
TINLEY PARK AND BAXTER & WOODMAN FOR MARRIOTT/LAGRANGE  
ROAD ENGINEERING SERVICES ADDENDUM**

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**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 Baxter & Woodman, Inc., 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 3<sup>rd</sup> day of March, 2020, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

**AYES:**

**NAYS:**

**ABSENT:**

**APPROVED** this 3<sup>rd</sup> day of March, 2020, by the President of the Village of Tinley Park.

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Village President

**ATTEST:**

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Village Clerk



# **EXHIBIT 1**

## **BAXTER & WOODMAN, INC. AGREEMENT**

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

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**CERTIFICATE**

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2020-R-026, “A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND BAXTER & WOODMAN FOR MARRIOTT/LAGRANGE ROAD ENGINEERING SERVICES ADDENDUM,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on March 3, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 3<sup>rd</sup> day of March 2020.

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**KRISTIN A. THIRION, VILLAGE CLERK**

February 27, 2020

Mr. Colby Zemaitas  
Village Engineer  
Village of Tinley Park  
16250 South Oak Park Avenue  
Tinley Park, Illinois 60477

***Subject: Village of Tinley Park - LaGrange Road Utilities - Design Services Engineering  
Amendment No. 1***

Dear Mr. Zemaitas,

Baxter & Woodman is pleased to submit this Amendment to our proposal dated June 18, 2019 to provide additional design engineering services for the water main and sewer main extension for LaGrange Road Utilities project.

**Project Understanding**

The Village planned to provide water and sewer service to undeveloped parcel within the LaGrange Road corridor between 179<sup>th</sup> Street and old 183<sup>rd</sup> Street. The alignment of the water main and sewer main have changed from the original scope or work requiring additional design of both.

This amendment is for the additional design engineering required due to the change of alignment for the project.

**Scope of Services**

**Design Services**

1. **TOPGRAPHIC SURVEY** – Perform a topographic survey of the revised project limits of natural and man-made features along the utility routes to develop bas sheets for Project Drawings.
2. **DRAWINGS:** Prepare additional Design Documents for the revised project limits consisting of Drawings showing the general scope, extent and character of construction work for the Project to be furnished and performed by the Contractor selected by the Village. Make revisions based on comments from Village staff,
3. **PERMITTING:** Submit the design documents and permit application to the Illinois Department of Transportation to occupy the old 96<sup>th</sup> Avenue right-of-way.

**Schedule**

Final Plans    June 2020  
Bid Date     July 2020  
Notice to Proceed                                 August 2020

**Engineering Fee**

The Owner shall pay the Engineer for the additional design services performed or furnished, based upon the Engineer's standard hourly billing rates for actual work time performed plus reimbursement of out-of-pocket expenses including travel, an additional amount of \$23,000 for an amended not to exceed amount of \$101,400.

All terms and conditions of the Village Resolution No. 2019-R-064 dated June 18, 2019 with the Village of Tinley Park shall apply.

If you find this proposal acceptable, **please sign and return one copy for our files.** Upon your written authorization to proceed, we will begin working immediately. We appreciate the opportunity to submit this proposal and to continue working with the Village. Please do not hesitate to contact Mike Kenny at 815-444-3371 or [mkenny@baxterwoodman.com](mailto:mkenny@baxterwoodman.com) if you have any questions or need additional information.

Sincerely,

**BAXTER & WOODMAN, INC.**  
**CONSULTING ENGINEERS**



Sean E. O'Dell, P. E.  
Vice President

Attachment

**VILLAGE OF TINLEY PARK, IL**

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

TITLE: \_\_\_\_\_

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

VILLAGE OF TINLEY PARK, ILLINOIS  
LAGRANGE ROAD UTILITIES - LIFT STATION  
DESIGN SERVICES

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020 ("Effective Date"), between the Village of Tinley Park, Illinois ("Village"), located at 16250 South Oak Park Avenue, Tinley Park, IL 60477, and Baxter & Woodman, Inc. ("Consultant"), collectively the "Parties" for the following project:

LaGrange Road Utilities - Lift Station Design Services

This project includes the design of a public sanitary lift station and force main to serve the parcels of land between the 179<sup>th</sup> Street and 183<sup>rd</sup> Street, and between LaGrange Road and 94<sup>th</sup> Street. The lift station will be located near the intersection of White Eagle Drive and 183<sup>rd</sup> Street and includes a wet well with two submersible pumps, valve vault, above-ground control cabinet, emergency generator, bypass pumping connection, driveway, perimeter fence, and SCADA integration. The force main will be approximately 300 feet long and discharge to a proposed sanitary sewer.

I. Services

- A. Consultant agrees to provide, as an independent contractor to the Village, 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 as mutually agreed to by the parties (hereinafter the "Services"). The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality in compliance with applicable laws, ordinances and regulations. 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 Consultant, 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 Consultant is an independent contractor retained for the above-mentioned purpose. The Village shall not control the manner nor the means of the Consultant's performance, but shall be entitled to a work product as described herein. The term "subconsultant" shall mean and include only those hired by and having a direct contract with Consultant for performance of work on the Project. The Village shall have no responsibility to any subconsultant employed by a Consultant for performance of work on the Project, and all subconsultants and material suppliers shall look exclusively to the Consultant 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 subconsultant shall be bound by the terms and provisions of this Contract as far as applicable to their work. The Consultant shall be fully responsible to the Village for the acts and omissions of its subconsultants, and shall ensure that any subconsultants perform in accordance



with the requirements of this Agreement. Nothing contained herein shall create any contractual or employment relations between any subconsultant and the Village. The Consultant 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 Consultant shall comply with all applicable federal, State and local safety laws and regulations.

## II. COMPENSATION

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

## III. INDEMNIFICATION AND HOLD HARMLESS.

Consultant 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 negligent act or omission by the Consultant, its officers, agents and/or employees, including any of its subconsultants, 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, Consultant 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.

Consultant 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, and attorneys, as additional insureds on all required insurance policies.

## V. WARRANTY

Consultant 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:

John V. Ambrose, President/CEO  
Baxter & Woodman, Inc.



8678 Ridgfield Road  
Crystal Lake, IL 60014

OR TO:

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

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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 personam 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. TERMINATION

This Agreement may be terminated, in whole or in part, by either party if the other party fails to fulfill its obligations under this Agreement through no fault of the terminating party. The Village may terminate this Agreement, in whole or in part, for its convenience. However, no such termination will be effective unless the terminating party gives the other party (1) not less than ten (10) business day's written notice by certified

mail of intent to terminate, and (2) an opportunity for a meeting with the terminating party to resolve the dispute before termination.

IN WITNESS WHEREOF, the Village of Tinley Park and Baxter & Woodman, Inc. have executed this agreement.

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**VILLAGE OF TINLEY PARK**

**(Baxter & Woodman, Inc.)**

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

By:   
ITS Vice President

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

DATE: February 27, 2020

## CERTIFICATIONS BY CONSULTANT

### Eligibility to Contract

The undersigned hereby certifies that the Consultant 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.

Baxter & Woodman, Inc.

Name of Consultant (please print)



Submitted by (signature)

Vice President

Title

### Certificate of Compliance with Illinois Human Rights Act

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

Baxter & Woodman, Inc.

Name of Consultant (please print)



Submitted by (signature)

Vice President

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.

Baxter & Woodman, Inc.

Name of Consultant (please print)



Submitted by (signature)

Vice President

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.

Baxter & Woodman, Inc.

Name of Consultant (please print)



Submitted by (signature)

Vice President

Title

## EXHIBIT A

### Scope of Professional Services

#### Design Services

1. PROJECT MANAGEMENT AND MEETINGS
  - A. Plan, schedule and control activities to complete the Project. These activities include, but are not limited to, budgeting, scheduling, and monitoring the scope of services.
  - B. Submit a monthly status report via email describing tasks completed the previous month and outlining goals for the subsequent month.
  - C. Conduct a Project kick-off meeting with Owner's staff and the Project team.
    1. The purposes of the meeting are to establish clear lines of communication, introduce Owner staff to the team members, and establish the Owner's detailed needs, objectives, and goals for the Project.
    2. The meeting will also be used to obtain information, drawings, plans, atlases, and other data to be supplied by the Owner, and set schedules and guidelines for future design meetings.
  - D. Conduct meetings with staff at times during the design of the Project to clarify staff wishes, design questions, and/or construction methods.
  - E. Design meetings will normally consist of one preliminary design meeting, where the initial layout of the force main and lift station site layout are approved prior to design drawing preparation and one pre-final meeting at 95% percent completion.
2. TOPOGRAPHIC SURVEY - This is not included in the project scope because it will be performed under the "LaGrange Road Utility" contract, Engineer's project number 190816.
3. PRELIMINARY DESIGN
  - A. Review existing plans, atlases, plats, and reports.
  - B. Create lists of missing or conflicting data.
  - C. Conduct site visits by designer(s) to clarify discrepancies on the drawings, select routes and locations for pipe, and investigate pipe installation methods.
  - D. Conduct a Design Stage Request with JULIE, which consists of obtaining names and telephone numbers of utilities located within the work area.
  - E. Contact utilities, obtain atlases where available, and provide preliminary drawings to utility companies for their markup and return.
  - F. Coordinate the selection of a geotechnical subconsultant to perform soil borings, collect and analyze soil samples, determine groundwater levels and prepare a written report for structural design. The geotechnical subconsultant will contract directly with the Owner.
4. EASEMENT AND PLAT WORK - This is not included because it will be performed under the "LaGrange Road Utility" contract, Engineer's project number 190816.

5. DRAWINGS
  - A. Develop base sheets of natural and manmade features from topographic survey data, including creating lists of deficient items for clarification at a future site visit.
  - B. Prepare Drawings showing the general scope, extent and character of construction work to be furnished and performed by the Contractor(s) selected by the OWNER.
  - C. Provide detailed CAD drawings of the project design and construction requirements.
  - D. Indicate location of existing utilities from best available records.
  - E. Create legends, general notes, and designer instructions to contractors, to create a final set of construction drawings.
  
6. PROJECT MANUAL - Prepare for review and approval by the Owner and its legal counsel the forms of Construction Contract Documents consisting Advertisement for Bids, Bidder Instructions, Bid Form, Agreement, Performance Bond Form, Payment Bond Form, General Conditions, and Supplementary Conditions, where appropriate, based upon documents prepared by the Engineers Joint Contract Document Committee (EJCDC).
  
7. QUALITY ASSURANCE AND QUALITY CONTROL
  - A. Conduct peer and constructability reviews of drawings and specifications.
  - B. Consult with Construction Department personnel to provide a review of drawings and specifications.
  - C. Make revisions to Drawings and Specifications based on comments from both engineering and construction department.
  
8. OPINION OF PROBABLE COST - Prepare a final opinion of probable total Project costs including construction cost; contingencies; construction engineering services; and, on the basis of information furnished by the Owner, allowances for legal services, financial consultants, and any administrative services or other costs necessary for completion of the Project.
  
9. PERMITS
  - A. Illinois Environmental Protection Agency - Submit the design documents to the agency for permit to construct, own, and operate the Project.
  - B. Metropolitan Wastewater Reclamation District - Submit the design documents to the agency for permit to construct, own, and operate the Project.
  
10. BIDDING ASSISTANCE
  - A. Set bid date with Owner, create Advertisement for Bids (AFB), provide AFB to Owner for publication, and mail advertisement to selected prospective bidders.
  - B. Answer bidder's questions during bid period.
  - C. Issue necessary addenda to all plan holders as necessary.
  - D. Attend and conduct pre-bid conference with Owner personnel and prospective bidders.



- E. Attend bid opening with Owner personnel and assist in reviewing and checking bid package submittals as required.
- F. Tabulate all bids received and review all bid submittals to verify low bid is responsive and responsible.
- G. Issue a Letter of Recommendation to Award a construction contract to the Owner for their action.

**Schedule**

Final Plans

Bid Date

July 2020

August 2020

**EXHIBIT B**

Our engineering fee for the above stated scope of services will be based on our hourly billing rates for actual work time performed plus reimbursement of out-of-pocket expenses, which in total will not exceed \$63,750.

VILLAGE OF TINLEY PARK, ILLINOIS  
LAGRANGE ROAD UTILITIES - LIFT STATION DESIGN SERVICES

| Level                              | EMP             | Planned Hrs   | Planned Labor Bill | Compensation Fee | Consultant Fee | Reimb Allowance | Total Compensation |
|------------------------------------|-----------------|---------------|--------------------|------------------|----------------|-----------------|--------------------|
| <b>Overall Project Total</b>       |                 | <b>492.00</b> | <b>63,445.00</b>   | <b>63,445.00</b> | <b>0.00</b>    | <b>305.00</b>   | <b>63,750.00</b>   |
| 001 Design                         |                 | 492.00        | 63,445.00          | 63,445.00        | 0.00           | 305.00          | 63,750.00          |
| 01 Project Management and Meetings |                 | 39.00         | 5,160.00           | 5,160.00         | 0.00           | 200.00          | 5,360.00           |
|                                    | Shane Firsching | 24.00         | 3,360.00           |                  |                |                 |                    |
|                                    | Michael Kenny   | 15.00         | 1,800.00           |                  |                |                 |                    |
| 03 Preliminary Design              |                 | 28.00         | 3,600.00           | 3,600.00         | 0.00           | 0.00            | 3,600.00           |
|                                    | Shane Firsching | 4.00          | 560.00             |                  |                |                 |                    |
|                                    | Michael Gryn    | 4.00          | 640.00             |                  |                |                 |                    |
|                                    | Michael Kenny   | 12.00         | 1,440.00           |                  |                |                 |                    |
|                                    | Phung Tran      | 8.00          | 960.00             |                  |                |                 |                    |
| 05 Drawings                        |                 | 221.00        | 28,580.00          | 28,580.00        | 0.00           | 0.00            | 28,580.00          |
|                                    | Michael Becker  | 15.00         | 1,950.00           |                  |                |                 |                    |
|                                    | Timothy Bette   | 20.00         | 2,400.00           |                  |                |                 |                    |
|                                    | Charles Brunner | 2.00          | 390.00             |                  |                |                 |                    |
|                                    | Randall Eslick  | 80.00         | 10,400.00          |                  |                |                 |                    |
|                                    | Shane Firsching | 4.00          | 560.00             |                  |                |                 |                    |
|                                    | Michael Gryn    | 4.00          | 640.00             |                  |                |                 |                    |
|                                    | Harry Harman    | 4.00          | 720.00             |                  |                |                 |                    |
|                                    | Michael Kenny   | 40.00         | 4,800.00           |                  |                |                 |                    |
|                                    | Adam Stec       | 12.00         | 1,920.00           |                  |                |                 |                    |
|                                    | Phung Tran      | 40.00         | 4,800.00           |                  |                |                 |                    |
| 06 Project Manual                  |                 | 96.00         | 12,775.00          | 12,775.00        | 0.00           | 0.00            | 12,775.00          |
|                                    | Charles Brunner | 1.00          | 195.00             |                  |                |                 |                    |
|                                    | Shane Firsching | 8.00          | 1,120.00           |                  |                |                 |                    |
|                                    | Michael Gryn    | 16.00         | 2,560.00           |                  |                |                 |                    |
|                                    | Harry Harman    | 4.00          | 720.00             |                  |                |                 |                    |
|                                    | Michael Kenny   | 36.00         | 4,320.00           |                  |                |                 |                    |
|                                    | Adam Stec       | 7.00          | 1,120.00           |                  |                |                 |                    |
|                                    | Barbara Tobin   | 4.00          | 340.00             |                  |                |                 |                    |
|                                    | Phung Tran      | 20.00         | 2,400.00           |                  |                |                 |                    |

VILLAGE OF TINLEY PARK, ILLINOIS  
LAGRANGE ROAD UTILITIES - LIFT STATION DESIGN SERVICES

| Level                       | Emp               | Planned Hrs | Planned Labor Bill | Compensation Fee | Consultant Fee | Reimb Allowance | Total Compensation |
|-----------------------------|-------------------|-------------|--------------------|------------------|----------------|-----------------|--------------------|
| 07 QAQC                     | James Snell       | 8.00        | 1,300.00           | 1,300.00         | 0.00           | 0.00            | 1,300.00           |
|                             | Steven Verseman   | 4.00        | 580.00             |                  |                |                 |                    |
|                             |                   | 4.00        | 720.00             |                  |                |                 |                    |
| 08 Opinion of Probable Cost | Shane Firsching   | 9.00        | 1,180.00           | 1,180.00         | 0.00           | 0.00            | 1,180.00           |
|                             | Michael Kenny     | 2.00        | 280.00             |                  |                |                 |                    |
|                             | Steven Verseman   | 6.00        | 720.00             |                  |                |                 |                    |
|                             |                   | 1.00        | 180.00             |                  |                |                 |                    |
|                             |                   | 59.00       | 6,990.00           | 6,990.00         | 0.00           | 0.00            | 6,990.00           |
| 09 Permits                  | Shane Firsching   | 10.00       | 1,400.00           |                  |                |                 |                    |
|                             | Michael Kenny     | 35.00       | 4,200.00           |                  |                |                 |                    |
|                             | Constance Kilgore | 8.00        | 880.00             |                  |                |                 |                    |
|                             | Barbara Tobin     | 6.00        | 510.00             |                  |                |                 |                    |
|                             |                   | 32.00       | 3,860.00           | 3,860.00         | 0.00           | 105.00          | 3,965.00           |
| 10 Bidding                  | Shane Firsching   | 8.00        | 1,120.00           |                  |                |                 |                    |
|                             | Michael Kenny     | 20.00       | 2,400.00           |                  |                |                 |                    |
|                             | Barbara Tobin     | 4.00        | 340.00             |                  |                |                 |                    |

**EXHIBIT C**

**Required Insurance**

Engineer shall procure and maintain insurance as set forth below. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.

|  |              |
|--|--------------|
| 1. Workers' Compensation:                              | Statutory    |
| 2. Employer's Liability – Each Accident:               | \$ 1,000,000 |
| 3. General Liability –                                 |              |
| a. Each Occurrence (Bodily Injury and Property Damage) | \$ 1,000,000 |
| b. General Aggregate:                                  | \$ 2,000,000 |
| 4. Excess or Umbrella Liability --                     |              |
| a. Each Occurrence:                                    | \$ 3,000,000 |
| b. General Aggregate:                                  | \$ 3,000,000 |
| 5. Automobile Liability --Combined Single Limit        |              |
| 6. (Bodily Injury and Property Damage): Each Accident  | \$ 1,000,000 |
| 7. Professional Liability –                            |              |
| a. Each Claim Made                                     | \$ 2,000,000 |
| b. Annual Aggregate                                    | \$ 2,000,000 |

**EXHIBIT D**





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/26/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|   |  |  |  |
|---|--|--|--|
| <b>PRODUCER</b><br>Risk Strategies Company<br>650 Dundee Road<br>Suite 170<br>Northbrook IL 60062 |  | <b>CONTACT NAME:</b><br><b>PHONE (A/C, No, Ext):</b> (847) 412-1414<br><b>FAX (A/C, No):</b><br><b>E-MAIL ADDRESS:</b> |  |
| <b>INSURED</b><br>Baxter & Woodman, Inc.<br>8678 Ridgefield Road<br>Crystal Lake IL 60012         |  | <b>INSURER(S) AFFORDING COVERAGE</b>   |  |
|   |  | <b>INSURER A:</b> Valley Forge Ins Co  |  |
|   |  | <b>INSURER B:</b> Continental Insurance Company  |  |
|   |  | <b>INSURER C:</b> Continental Casualty Company   |  |
|   |  | <b>INSURER D:</b>  |  |
|   |  | <b>INSURER E:</b>  |  |
|   |  | <b>INSURER F:</b>  |  |
|   |  | <b>NAIC #</b><br>20508   |  |

**COVERAGES**      **CERTIFICATE NUMBER:** CL19122744767      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR  | TYPE OF INSURANCE  | ADDL INSD  | SUBR WVD                                  | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|---|--|--|---|---------------|-------------------------|-------------------------|---|
| A   | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY               |  |   | 6045872351    | 1/1/2020                | 1/1/2021                | EACH OCCURRENCE \$ 1,000,000  |
|   | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR |  |   |               |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000                          |
|   | <input checked="" type="checkbox"/> primary/non contributory                   |  |   |               |                         |                         | MED EXP (Any one person) \$ 15,000  |
|   | <input checked="" type="checkbox"/> subj to written contract                   |  |   |               |                         |                         | PERSONAL & ADV INJURY \$ 1,000,000  |
| GEN'L AGGREGATE LIMIT APPLIES PER:  |  |  |   |               |                         |                         | GENERAL AGGREGATE \$ 2,000,000  |
| <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |  |  |   |               |                         |                         | PRODUCTS - COM/OP AGG \$ 2,000,000  |
| OTHER:  |  |  |   |               |                         |                         | \$  |
| B   | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY                       |  |   | 6045872348    | 1/1/2020                | 1/1/2021                | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000                                |
|   | <input checked="" type="checkbox"/> ANY AUTO                                   |  |   |               |                         |                         | BODILY INJURY (Per person) \$   |
|   | <input type="checkbox"/> ALL OWNED AUTOS                                       | <input type="checkbox"/> SCHEDULED AUTOS                         |   |               |                         |                         | BODILY INJURY (Per accident) \$   |
|   | <input checked="" type="checkbox"/> HIRED AUTOS                                | <input checked="" type="checkbox"/> NON-OWNED AUTOS              |   |               |                         |                         | PROPERTY DAMAGE (Per accident) \$   |
|   |  |  |   |               |                         |                         | \$  |
| B   | <input checked="" type="checkbox"/> UMBRELLA LIAB                              |  | <input checked="" type="checkbox"/> OCCUR | 6045872365    | 1/1/2020                | 1/1/2021                | EACH OCCURRENCE \$ 5,000,000  |
|   | <input type="checkbox"/> EXCESS LIAB   |  | <input type="checkbox"/> CLAIMS-MADE      |               |                         |                         | AGGREGATE \$ 5,000,000  |
|   | <input type="checkbox"/> DED   | <input type="checkbox"/> RETENTION \$                            |   |               |                         |                         | \$  |
| C   | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY                                  |  |   | 6045872379    | 1/1/2020                | 1/1/2021                | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER |
|   | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)    | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N | N/A                                       |               |                         |                         | E.L. EACH ACCIDENT \$ 1,000,000   |
|   | If yes, describe under DESCRIPTION OF OPERATIONS below                         |  |   |               |                         |                         | E.L. DISEASE - EA EMPLOYEE \$ 1,000,000   |
|   |  |  |   |               |                         |                         | E.L. DISEASE - POLICY LIMIT \$ 1,000,000  |
| C   | Professional Liability   |  |   | AEH591900841  | 1/1/2020                | 1/1/2021                | Per Claim \$5,000,000<br>Aggregate \$5,000,000                                  |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: LaGrange Road Utilities - Lift Station Design and Construction Services. Village of Tinley Park and its officers, officials, Village President and Board of Trustees, agents, employees, volunteers, representatives, assigns, successors, and attorneys are included as additional insureds per blanket endorsement as respect GL/Auto/Umbrella, subject to written contract requiring same. GL/Auto/Umbrella are primary & non-contributory.

### CERTIFICATE HOLDER

### CANCELLATION

|  |  |
|--|--|
| Village of Tinley Park<br>16250 South Oak Park Avenue<br>Tinley Park, IL 60477 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
|  | AUTHORIZED REPRESENTATIVE<br>Michael Christian/CID <i>MCS</i>  |

VILLAGE OF TINLEY PARK, ILLINOIS

LAGRANGE ROAD UTILITIES  
CONSTRUCTION SERVICES

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020 ("Effective Date"), between the Village of Tinley Park, Illinois ("Village"), located at 16250 South Oak Park Avenue, Tinley Park, IL 60477, and Baxter & Woodman, Inc. ("Consultant"), collectively the "Parties" for the following project:

LaGrange Road Utilities Construction Services

This project includes the construction of water main and sewer main to serve the parcels along 179<sup>th</sup> down to 183<sup>rd</sup> Street on old 96<sup>th</sup> Ave and White Eagle Drive. Approximately 3400 LF of WM and 3100 LF of sanitary sewer will be constructed.

I. Services

- A. Consultant agrees to provide, as an independent contractor to the Village, 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 as mutually agreed to by the parties (hereinafter the "Services"). The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality in compliance with applicable laws, ordinances and regulations. 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 Consultant, 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 Consultant is an independent contractor retained for the above-mentioned purpose. The Village shall not control the manner nor the means of the Consultant's performance, but shall be entitled to a work product as described herein. The term "subconsultant" shall mean and include only those hired by and having a direct contract with Consultant for performance of work on the Project. The Village shall have no responsibility to any subconsultant employed by a Consultant for performance of work on the Project, and all subconsultants and material suppliers shall look exclusively to the Consultant 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 subconsultant shall be bound by the terms and provisions of this Contract as far as applicable to their work. The Consultant shall be fully responsible to the Village for the acts and omissions of its subconsultants, and shall ensure that any subconsultants perform in accordance with the requirements of this Agreement. Nothing contained herein shall create any contractual or employment relations between any subconsultant and the Village. The Consultant 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 Consultant shall comply with all applicable federal, State and local safety laws and regulations.

## II. COMPENSATION

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

## III. INDEMNIFICATION AND HOLD HARMLESS.

Consultant 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 negligent act or omission by the Consultant, its officers, agents and/or employees, including any of its subconsultants, 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, Consultant 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.

Consultant 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, and attorneys, as additional insureds on all required insurance policies.

## V. WARRANTY

Consultant 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:

John V. Ambrose, President/CEO  
Baxter & Woodman, Inc.  
8678 Ridgfield Road  
Crystal Lake, IL 60014

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 personam 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. TERMINATION


This Agreement may be terminated, in whole or in part, by either party if the other party fails to fulfill its obligations under this Agreement through no fault of the terminating party. The Village may terminate this Agreement, in whole or in part, for its convenience. However, no such termination will be effective unless the terminating party gives the other party (1) not less than ten (10) business day's written notice by certified mail of intent to terminate, and (2) an opportunity for a meeting with the terminating party to resolve the dispute before termination.

IN WITNESS WHEREOF, the Village of Tinley Park and Baxter & Woodman, Inc. have executed this agreement.

**VILLAGE OF TINLEY PARK**

**(Baxter & Woodman, Inc.)**

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

By:   
ITS Vice President

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

DATE: February 27, 2020

## CERTIFICATIONS BY CONSULTANT

### Eligibility to Contract

The undersigned hereby certifies that the Consultant 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.

Baxter & Woodman, Inc.

Name of Consultant (please print)



Submitted by (signature)

Vice President

Title

### Certificate of Compliance with Illinois Human Rights Act

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

Baxter & Woodman, Inc.

Name of Consultant (please print)



Submitted by (signature)

Vice President

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.



Baxter & Woodman, Inc.

Name of Consultant (please print)



Submitted by (signature)

Vice President

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.

Baxter & Woodman, Inc.

Name of Consultant (please print)



Submitted by (signature)

Vice President

Title

## EXHIBIT A

### Scope of Professional Services

#### Construction Services

1. Act as the Owner's representative with duties, responsibilities and limitations of authority as assigned in the construction contract documents.
  
2. PROJECT INITIATION
  - A. Prepare Award Letter, Agreement, Contract Documents, Performance/Payment Bonds, and Notice to Proceed.
  - B. Receive Contractor insurance documents.
  - C. Attend and prepare minutes for the preconstruction conference, and review the Contractor's proposed construction schedule and list of subcontractors.
  
3. CONSTRUCTION ADMINISTRATION
  - A. Attend periodic construction progress meetings.
  - B. Shop drawing and submittal review by Engineer shall apply only to the items in the submissions and only for the purpose of assessing, if upon installation or incorporation in the Project, they are generally consistent with the construction documents. Owner agrees that the contractor is solely responsible for the submissions (regardless of the format in which provided, i.e. hard copy or electronic transmission) and for compliance with the contract documents. Owner further agrees that the Engineer's review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to safety programs or precautions. Engineer's consideration of a component does not constitute acceptance of the assembled item.
  - C. Review construction record drawings for completeness prior to submission to CADD.
  - D. Prepare construction contract change orders and work directives when authorized by the Owner.
  - E. Review the Contractor's requests for payments as construction work progresses, and advise the Owner of amounts due and payable to the Contractor in accordance with the terms of the construction contract documents.
  - F. Research and prepare written response by Engineer to request for information from the Owner and Contractor.
  - G. Project manager or other office staff visit site as needed.
  
4. FIELD OBSERVATION – Full Time
  - A. Engineer's site observation shall be at the times agreed upon with the Owner. Engineer will provide Resident Project Representatives at the construction site on a full-time basis of forty (40) hours per week from Monday through Friday, not including legal holidays, as deemed

necessary by the Engineer, to assist the Contractor with interpretation of the Drawings and Specifications, to observe in general if the Contractor's work is in conformity with the Final Design Documents, and to monitor the Contractor's progress as related to the Construction Contract date of completion. Through standard, reasonable means, Engineer will become generally familiar with observable completed work. If Engineer observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor and Owner to address. Engineer shall not supervise, direct, control, or have charge or authority over any contractor's work, nor shall the Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the site, nor for any failure of any contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the contract documents, which contractor is solely responsible for its errors, omissions, and failure to carry out the work. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or any other person, (except Engineer's own agents, employees, and consultants) at the site or otherwise furnishing or performing any work; or for any decision made regarding the contract documents, or any application, interpretation, or clarification, of the contract documents, other than those made by the Engineer.

- B. Provide the necessary base lines, benchmarks, and reference points to enable the Contractor to proceed with the work.
- C. Keep a daily record of the Contractor's work on those days that the Engineers are at the construction site including notations on the nature and cost of any extra work, and provide weekly reports to the Owner of the construction progress and working days charged against the Contractor's time for completion.
- D. Collect construction record data of water main features using Trimble Precision GPS with ESRI Collector Field Application for implementation into Villages GIS. Data collected will include horizontal, vertical and attribute data of new water main apertures.

## 5. PROJECT CLOSEOUT

- A. Provide construction inspection services when notified by the Contractor that the Project is substantially complete. Prepare written punch lists during substantial completion inspections.
- B. Prepare Certificate of Substantial Completion.
- C. Provide construction inspection services when notified by the Contractor that the Project is complete. Prepare written punch lists during final completion inspections.
- D. Review the Contractor's written guarantees and issue a Notice of Acceptability for the Project by the Owner.

- E. Review the Contractor's requests for final payment, and advise the Owner of the amounts due and payable to the Contractor in accordance with the terms of the construction contract documents.
- F. Prepare construction record drawings which show field measured dimensions of the completed work which the Engineers consider significant and provide the Owner with an electronic copy within ninety (90) days of the Project completion.
- G. Provide GIS construction record data in ESRI Local Government Information Model (LGIM) format, which will be converted to a GIS file type as requested by the Village.

**Schedule**

|                        |               |
|------------------------|---------------|
| Notice to Proceed      | August 2020   |
| Substantial Completion | December 2020 |
| Final Completion       | March 2021    |

**EXHIBIT B**

Our engineering fee for the above stated scope of services will be based on our hourly billing rates for actual work time performed plus reimbursement of out-of-pocket expenses, which in total will not exceed \$79,750.

VILLAGE OF TINLEY PARK, IL  
LAGRANGE ROAD UTILITIES CONSTRUCTION SERVICES

| Village of Tinley Park                        |                |             |                    |                  |                |                 |                    |  |  |
|---|----------------|-------------|--------------------|------------------|----------------|-----------------|--------------------|--|--|
| Plan Number: 190816.60                        |                |             |                    |                  |                |                 |                    |  |  |
| Plan Name: TINPK - LaGrange Road Utility - CS |                |             |                    |                  |                |                 |                    |  |  |
| Level   | Emp            | Planned Hrs | Planned Labor Bill | Compensation Fee | Consultant Fee | Reimb Allowance | Total Compensation |  |  |
| Overall Project Total                         |                | 624.00      | 77,130.00          | 77,130.00        | 0.00           | 2,620.00        | 79,750.00          |  |  |
| CS100 Project Initiation                      |                | 18.00       | 2,510.00           | 2,510.00         | 0.00           | 80.00           | 2,590.00           |  |  |
|   | Michael Kenny  | 4.00        | 480.00             |                  |                |                 |                    |  |  |
|   | Raymond Koenig | 14.00       | 2,030.00           |                  |                |                 |                    |  |  |
| CS105 Construction Administration             |                | 64.00       | 9,280.00           | 9,280.00         | 0.00           | 0.00            | 9,280.00           |  |  |
|   | Raymond Koenig | 64.00       | 9,280.00           |                  |                |                 |                    |  |  |
| CS110 Field Observation                       |                | 480.00      | 57,600.00          | 57,600.00        | 0.00           | 2,300.00        | 59,900.00          |  |  |
|   | Michael Kenny  | 480.00      | 57,600.00          |                  |                |                 |                    |  |  |
| CS140 Project Closeout                        |                | 62.00       | 7,740.00           | 7,740.00         | 0.00           | 240.00          | 7,980.00           |  |  |
|   | Timothy Bette  | 20.00       | 2,400.00           |                  |                |                 |                    |  |  |
|   | Michael Kenny  | 30.00       | 3,600.00           |                  |                |                 |                    |  |  |
|   | Raymond Koenig | 12.00       | 1,740.00           |                  |                |                 |                    |  |  |



## EXHIBIT C

### Required Insurance

Engineer shall procure and maintain insurance as set forth below. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.

|  |              |
|--|--------------|
| 1. Workers' Compensation:                              | Statutory    |
| 2. Employer's Liability – Each Accident:               | \$ 1,000,000 |
| 3. General Liability –                                 |              |
| a. Each Occurrence (Bodily Injury and Property Damage) | \$ 1,000,000 |
| b. General Aggregate:                                  | \$ 2,000,000 |
| 4. Excess or Umbrella Liability --                     |              |
| a. Each Occurrence:                                    | \$ 3,000,000 |
| b. General Aggregate:                                  | \$ 3,000,000 |
| 5. Automobile Liability --Combined Single Limit        |              |
| 6. (Bodily Injury and Property Damage): Each Accident  | \$ 1,000,000 |
| 7. Professional Liability –                            |              |
| a. Each Claim Made                                     | \$ 2,000,000 |
| b. Annual Aggregate                                    | \$ 2,000,000 |

**EXHIBIT D**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/27/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|   |  |  |                |
|---|--|--|----------------|
| <b>PRODUCER</b><br>Risk Strategies Company<br>650 Dundee Road<br>Suite 170<br>Northbrook IL 60062 | <b>CONTACT NAME:</b><br>PHONE (A/C, No, Ext): (847) 412-1414 |  | FAX (A/C, No): |
|   | <b>E-MAIL ADDRESS:</b>                                       |  |                |
| <b>INSURED</b><br>Baxter & Woodman, Inc.<br>8678 Ridgefield Road<br>Crystal Lake IL 60012         | <b>INSURER(S) AFFORDING COVERAGE</b>                         |  | <b>NAIC #</b>  |
|   | <b>INSURER A:</b> Valley Forge Ins Co                        |  | 20508          |
|   | <b>INSURER B:</b> Continental Insurance Company              |  |                |
|   | <b>INSURER C:</b> Continental Casualty Company               |  |                |
|   | <b>INSURER D:</b>  |  |                |
|   | <b>INSURER E:</b>  |  |                |
| <b>INSURER F:</b>   |  |  |                |

**COVERAGES**      **CERTIFICATE NUMBER:** CL19122744767      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE   | ADDL INSD   | SUBR WVD     | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |  |  |                                     |
|----------|---|---|--------------|---------------|-------------------------|-------------------------|---|--|--|-------------------------------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY  |   |              | 6045872351    | 1/1/2020                | 1/1/2021                | EACH OCCURRENCE \$ 1,000,000  |  |  |                                     |
|          | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR                            |   |              |               |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000                          |  |  |                                     |
|          | <input checked="" type="checkbox"/> primary/non contributory  |   |              |               |                         |                         | MED EXP (Any one person) \$ 15,000  |  |  |                                     |
|          | <input checked="" type="checkbox"/> subj to written contract  |   |              |               |                         |                         | PERSONAL & ADV INJURY \$ 1,000,000  |  |  |                                     |
|          | GEN'L AGGREGATE LIMIT APPLIES PER:  |   |              |               |                         |                         |   |  |  | GENERAL AGGREGATE \$ 2,000,000      |
|          | <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |   |              |               |                         |                         |   |  |  | PRODUCTS - COMP/OP AGG \$ 2,000,000 |
|          | OTHER:  |   |              |               |                         | \$                      |   |  |  |                                     |
| B        | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY  |   |              | 6045872348    | 1/1/2020                | 1/1/2021                | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000                                |  |  |                                     |
|          | <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS  | <input type="checkbox"/> SCHEDULED AUTOS            |              |               |                         |                         | BODILY INJURY (Per person) \$   |  |  |                                     |
|          | <input checked="" type="checkbox"/> HIRED AUTOS   | <input checked="" type="checkbox"/> NON-OWNED AUTOS |              |               |                         |                         | BODILY INJURY (Per accident) \$   |  |  |                                     |
|          |   |   |              |               |                         |                         | PROPERTY DAMAGE (Per accident) \$   |  |  |                                     |
|          |   |   |              |               |                         | \$                      |   |  |  |                                     |
| B        | <input checked="" type="checkbox"/> UMBRELLA LIAB   |   |              | 6045872365    | 1/1/2020                | 1/1/2021                | EACH OCCURRENCE \$ 5,000,000  |  |  |                                     |
|          | <input type="checkbox"/> EXCESS LIAB  | <input type="checkbox"/> OCCUR                      |              |               |                         |                         | AGGREGATE \$ 5,000,000  |  |  |                                     |
|          | <input type="checkbox"/> CLAIMS-MADE  |   |              |               |                         |                         | \$  |  |  |                                     |
|          | DED   |   | RETENTION \$ |               |                         |                         | \$  |  |  |                                     |
| C        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY   |   |              | 6045872379    | 1/1/2020                | 1/1/2021                | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER |  |  |                                     |
|          | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)                               | Y/N   |              |               |                         |                         | E.L. EACH ACCIDENT \$ 1,000,000   |  |  |                                     |
|          | If yes, describe under DESCRIPTION OF OPERATIONS below  | N   | N/A          |               |                         |                         | E.L. DISEASE - EA EMPLOYEE \$ 1,000,000   |  |  |                                     |
|          |   |   |              |               |                         |                         | E.L. DISEASE - POLICY LIMIT \$ 1,000,000  |  |  |                                     |
| C        | Professional Liability  |   |              | AEH591900841  | 1/1/2020                | 1/1/2021                | Per Claim \$5,000,000   |  |  |                                     |
|          |   |   |              |               |                         |                         | Aggregate \$5,000,000   |  |  |                                     |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Re: LaGrange Road Utilities Construction Services - Village of Tinley Park, and its officers, officials, Village President and Board of Trustees, agents, employees, volunteers, representatives, assigns, successors, and attorneys are included as additional insureds per blanket endorsement as respect GL/Auto/Umbrella, subject of written contract requiring same.

|   |   |
|---|---|
| <b>CERTIFICATE HOLDER</b><br>Village of Tinley Park<br>16250 South Oak Park Avenue<br>Tinley Park, IL 60477 | <b>CANCELLATION</b><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
|   | AUTHORIZED REPRESENTATIVE<br>Michael Christian/CID <i>M.C. Christian</i>  |

VILLAGE OF TINLEY PARK, ILLINOIS  
LAGRANGE ROAD UTILITIES - LIFT STATION  
CONSTRUCTION SERVICES

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020 ("Effective Date"), between the Village of Tinley Park, Illinois ("Village"), located at 16250 South Oak Park Avenue, Tinley Park, IL 60477, and Baxter & Woodman, Inc. ("Consultant"), collectively the "Parties" for the following project:

LaGrange Road Utilities - Lift Station Construction Services

This project includes the construction of a public sanitary lift station and force main to serve the parcels of land between the 179<sup>th</sup> Street and 183<sup>rd</sup> Street, and between LaGrange Road and 94<sup>th</sup> Street. The lift station will be located near the intersection of White Eagle Drive and 183<sup>rd</sup> Street and includes a wet well with two submersible pumps, valve vault, above-ground control cabinet, emergency generator, bypass pumping connection, driveway, perimeter fence, and SCADA integration. The force main will be approximately 300 feet long and discharge to a proposed sanitary sewer.

I. Services

- A. Consultant agrees to provide, as an independent contractor to the Village, 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 as mutually agreed to by the parties (hereinafter the "Services"). The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality in compliance with applicable laws, ordinances and regulations. 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 Consultant, 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 Consultant is an independent contractor retained for the above-mentioned purpose. The Village shall not control the manner nor the means of the Consultant's performance, but shall be entitled to a work product as described herein. The term "subconsultant" shall mean and include only those hired by and having a direct contract with Consultant for performance of work on the Project. The Village shall have no responsibility to any subconsultant employed by a Consultant for performance of work on the Project, and all subconsultants and material suppliers shall look exclusively to the Consultant 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 subconsultant shall be bound by the terms and provisions of this Contract as far as applicable to their work. The Consultant shall be fully responsible to the Village for the acts and omissions of its subconsultants, and shall ensure that any subconsultants perform in accordance

with the requirements of this Agreement. Nothing contained herein shall create any contractual or employment relations between any subconsultant and the Village. The Consultant 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 Consultant shall comply with all applicable federal, State and local safety laws and regulations.

## II. COMPENSATION

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

## III. INDEMNIFICATION AND HOLD HARMLESS.

Consultant 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 negligent act or omission by the Consultant, its officers, agents and/or employees, including any of its subconsultants, 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, Consultant 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.

Consultant 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, and attorneys, as additional insureds on all required insurance policies.

## V. WARRANTY

Consultant 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:

John V. Ambrose, President/CEO  
Baxter & Woodman, Inc.

8678 Ridgefield Road  
Crystal Lake, IL 60014

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 personam 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. TERMINATION

This Agreement may be terminated, in whole or in part, by either party if the other party fails to fulfill its obligations under this Agreement through no fault of the terminating party. The Village may terminate this Agreement, in whole or in part, for its convenience. However, no such termination will be effective unless the terminating party gives the other party (1) not less than ten (10) business day's written notice by certified



mail of intent to terminate, and (2) an opportunity for a meeting with the terminating party to resolve the dispute before termination.

IN WITNESS WHEREOF, the Village of Tinley Park and Baxter & Woodman, Inc. have executed this agreement.

**VILLAGE OF TINLEY PARK**

**(Baxter & Woodman, Inc.)**

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

By:   
ITS Vice President

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

DATE: February 27, 2020

**CERTIFICATIONS BY CONSULTANT**

**Eligibility to Contract**

The undersigned hereby certifies that the Consultant 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.

Baxter & Woodman, Inc.

Name of Consultant (please print)



Submitted by (signature)

Vice President

Title

**Certificate of Compliance with Illinois Human Rights Act**

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

Baxter & Woodman, Inc.

Name of Consultant (please print)



Submitted by (signature)

Vice President

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.

Baxter & Woodman, Inc.

Name of Consultant (please print)



Submitted by (signature)

Vice President

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.

Baxter & Woodman, Inc.

Name of Consultant (please print)



Submitted by (signature)

Vice President

Title

## EXHIBIT A

### Scope of Professional Services

#### Construction Services

1. Act as the Owner's representative with duties, responsibilities and limitations of authority as assigned in the construction contract documents.
  
2. PROJECT INITIATION
  - A. Prepare Award Letter, Agreement, Contract Documents, Performance/Payment Bonds, and Notice to Proceed.
  - B. Receive Contractor insurance documents.
  - C. Attend and prepare minutes for the preconstruction conference, and review the Contractor's proposed construction schedule and list of subcontractors.
  
3. CONSTRUCTION ADMINISTRATION
  - A. Attend periodic construction progress meetings.
  - B. Shop drawing and submittal review by Engineer shall apply only to the items in the submissions and only for the purpose of assessing, if upon installation or incorporation in the Project, they are generally consistent with the construction documents. Owner agrees that the contractor is solely responsible for the submissions (regardless of the format in which provided, i.e. hard copy or electronic transmission) and for compliance with the contract documents. Owner further agrees that the Engineer's review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to safety programs or precautions. Engineer's consideration of a component does not constitute acceptance of the assembled item.
  - C. Review construction record drawings for completeness prior to submission to CADD.
  - D. Prepare construction contract change orders and work directives when authorized by the Owner.
  - E. Review the Contractor's requests for payments as construction work progresses, and advise the Owner of amounts due and payable to the Contractor in accordance with the terms of the construction contract documents.
  - F. Research and prepare written response by Engineer to request for information from the Owner and Contractor.
  - G. Project manager or other office staff visit site as needed.
  
4. FIELD OBSERVATION – PART TIME
  - A. Engineer will provide a Resident Project Representative at the construction site on a periodic part-time basis from the Engineer' office of not more than eight (8) hours per regular weekday, not including legal holidays (for up to 240 hours) as deemed necessary by the Engineer, to assist the Contractor with interpretation of the Drawings and Specifications, to observe in general if the Contractor's work is in conformity with the Final Design Documents,

and to monitor the Contractor's progress as related to the Construction Contract date of completion.

- B. Through standard, reasonable means, Engineer will become generally familiar with observable completed work. If the Engineer observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor and Owner to address. Engineer shall not supervise, direct, control, or have charge or authority over any contractor's work, nor shall the Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the site, nor for any failure of any contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the contract documents, which contractor is solely responsible for its errors, omissions, and failure to carry out the work. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or any other person, (except Engineer's own agents, employees, and consultants) at the site or otherwise furnishing or performing any work; or for any decision made regarding the contract documents, or any application, interpretation, or clarification, of the contract documents, other than those made by the Engineer.
  - C. Part-Time Field Observation provides that the Resident Project Representative will make intermittent site visits to observe the progress and quality of Contractor's executed Work. Part-Time Field Observation does not guarantee the Engineer will observe or comment on work completed by the contractor at times the Resident Project Representative is not present on site. Such visits and observations by the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment as assisted by the Resident Project Representative, if any.
  - D. Provide the necessary base lines, benchmarks, and reference points to enable the Contractor to proceed with the work.
  - E. Keep a daily record of the Contractor's work on those days that the Engineers are at the construction site including notations on the nature and cost of any extra work.
  - F. Collect construction record data of water main features using Trimble Precision GPS with ESRI Collector Field Application for implementation into Villages GIS. Data collected will include horizontal, vertical and attribute data of new water main apertures.
5. PROJECT CLOSEOUT
- A. Provide construction inspection services when notified by the Contractor that the Project is substantially complete. Prepare written punch lists during substantial completion inspections.

- B. Prepare Certificate of Substantial Completion.
- C. Provide construction inspection services when notified by the Contractor that the Project is complete. Prepare written punch lists during final completion inspections.
- D. Review the Contractor's written guarantees and issue a Notice of Acceptability for the Project by the Owner.
- E. Review the Contractor's requests for final payment, and advise the Owner of the amounts due and payable to the Contractor in accordance with the terms of the construction contract documents.
- F. Prepare construction record drawings which show field measured dimensions of the completed work which the Engineers consider significant and provide the Owner with CD or electronic copy within ninety (90) days of the Project completion.
- G. Provide GIS construction record data in ESRI Local Government Information Model (LGIM) format, which will be converted to a GIS file type as requested by the Village.

**Schedule**

|                        |                |
|------------------------|----------------|
| Notice to Proceed      | September 2020 |
| Substantial Completion | March 2021     |
| Final Completion       | April 2021     |



**EXHIBIT B**

Our engineering fee for the above stated scope of services will be based on our hourly billing rates for actual work time performed plus reimbursement of out-of-pocket expenses, which in total will not exceed \$60,950.

VILLAGE OF TINLEY PARK, ILLINOIS  
LAGRANGE ROAD UTILITIES - LIFT STATION CONSTRUCTION SERVICES

| Level                             | Emp             | Planned Hrs   | Planned Labor Bill | Compensation Fee | Consultant Fee | Reimb Allowance | Total Compensation |
|-----------------------------------|-----------------|---------------|--------------------|------------------|----------------|-----------------|--------------------|
| <b>Overall Project Total</b>      |                 | <b>454.00</b> | <b>59,980.00</b>   | <b>59,980.00</b> | <b>0.00</b>    | <b>970.00</b>   | <b>60,950.00</b>   |
| CS100 Project Initiation          |                 | 22.00         | 3,090.00           | 3,090.00         | 0.00           | 80.00           | 3,170.00           |
|                                   | Michael Kenny   | 4.00          | 480.00             |                  |                |                 |                    |
|                                   | Raymond Koenig  | 18.00         | 2,610.00           |                  |                |                 |                    |
| CS105 Construction Administration |                 | 94.00         | 13,550.00          | 13,550.00        | 0.00           | 0.00            | 13,550.00          |
|                                   | Shane Firsching | 16.00         | 2,240.00           |                  |                |                 |                    |
|                                   | Raymond Koenig  | 78.00         | 11,310.00          |                  |                |                 |                    |
| CS107 Submittal Review            |                 | 60.00         | 9,780.00           | 9,780.00         | 0.00           | 0.00            | 9,780.00           |
|                                   | Charles Brunner | 12.00         | 2,340.00           |                  |                |                 |                    |
|                                   | Shane Firsching | 24.00         | 3,360.00           |                  |                |                 |                    |
|                                   | Michael Gryn    | 12.00         | 1,920.00           |                  |                |                 |                    |
|                                   | Harry Harman    | 12.00         | 2,160.00           |                  |                |                 |                    |
| CS110 Field Observation           |                 | 240.00        | 28,800.00          | 28,800.00        | 0.00           | 800.00          | 29,600.00          |
|                                   | Michael Kenny   | 240.00        | 28,800.00          |                  |                |                 |                    |
| CS140 Project Closeout            |                 | 38.00         | 4,760.00           | 4,760.00         | 0.00           | 90.00           | 4,850.00           |
|                                   | Timothy Bette   | 12.00         | 1,440.00           |                  |                |                 |                    |
|                                   | Michael Kenny   | 18.00         | 2,160.00           |                  |                |                 |                    |
|                                   | Raymond Koenig  | 8.00          | 1,160.00           |                  |                |                 |                    |

## EXHIBIT C

### Required Insurance

Engineer shall procure and maintain insurance as set forth below. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.

|  |              |
|--|--------------|
| 1. Workers' Compensation:                              | Statutory    |
| 2. Employer's Liability – Each Accident:               | \$ 1,000,000 |
| 3. General Liability –                                 |              |
| a. Each Occurrence (Bodily Injury and Property Damage) | \$ 1,000,000 |
| b. General Aggregate:                                  | \$ 2,000,000 |
| 4. Excess or Umbrella Liability --                     |              |
| a. Each Occurrence:                                    | \$ 3,000,000 |
| b. General Aggregate:                                  | \$ 3,000,000 |
| 5. Automobile Liability --Combined Single Limit        |              |
| 6. (Bodily Injury and Property Damage): Each Accident  | \$ 1,000,000 |
| 7. Professional Liability –                            |              |
| a. Each Claim Made                                     | \$ 2,000,000 |
| b. Annual Aggregate                                    | \$ 2,000,000 |

**EXHIBIT D**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/26/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|   |  |                |
|---|--|----------------|
| <b>PRODUCER</b><br>Risk Strategies Company<br>650 Dundee Road<br>Suite 170<br>Northbrook IL 60062 | <b>CONTACT NAME:</b><br>PHONE (A/C, No, Ext): (847) 412-1414 | FAX (A/C, No): |
|   | <b>E-MAIL ADDRESS:</b>                                       |                |
| <b>INSURED</b><br>Baxter & Woodman, Inc.<br>8678 Ridgefield Road<br>Crystal Lake IL 60012         | <b>INSURER(S) AFFORDING COVERAGE</b>                         |                |
|   | <b>INSURER A:</b> Valley Forge Ins Co                        |                |
|   | <b>INSURER B:</b> Continental Insurance Company              |                |
|   | <b>INSURER C:</b> Continental Casualty Company               |                |
|   | <b>INSURER D:</b>  |                |
|   | <b>INSURER E:</b>  |                |

**COVERAGES**                      **CERTIFICATE NUMBER:** CL19122744767                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSTR | TYPE OF INSURANCE  | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|-------|--|-----------|----------|---------------|-------------------------|-------------------------|---|
| A     | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> primary/non contributory<br><input checked="" type="checkbox"/> subj to written contract<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER: |           |          | 6045872351    | 1/1/2020                | 1/1/2021                | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000<br>MED EXP (Any one person) \$ 15,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| B     | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS  |           |          | 6045872348    | 1/1/2020                | 1/1/2021                | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$   |
| B     | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED    RETENTION \$  |           |          | 6045872365    | 1/1/2020                | 1/1/2021                | EACH OCCURRENCE \$ 5,000,000<br>AGGREGATE \$ 5,000,000  |
| C     | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | Y/N       | N/A      | 6045872379    | 1/1/2020                | 1/1/2021                | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                   |
| C     | Professional Liability   |           |          | AEH591900841  | 1/1/2020                | 1/1/2021                | Per Claim \$5,000,000<br>Aggregate \$5,000,000  |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Re: LaGrange Road Utilities - Lift Station Design and Construction Services. Village of Tinley Park and its officers, officials, Village President and Board of Trustees, agents, employees, volunteers, representatives, assigns, successors, and attorneys are included as additional insureds per blanket endorsement as respect GL/Auto/Umbrella, subject to written contract requiring same. GL/Auto/Umbrella are primary & non-contributory.

|   |   |
|---|---|
| <b>CERTIFICATE HOLDER</b><br>Village of Tinley Park<br>16250 South Oak Park Avenue<br>Tinley Park, IL 60477 | <b>CANCELLATION</b><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
|   | <b>AUTHORIZED REPRESENTATIVE</b><br>Michael Christian/CID <i>M.C. Christian</i>   |



# Interoffice Memo

---

**Date:** February 27, 2020

**To:** Committee of the Whole

**From:** Donna Framke, Marketing Director

**Subject:** Recommendation for special event permit fee increase

In 2014, ordinance 2014-O-032 was created, defining and regulating the Village's special event permit, a free but required permit issued for any special events held within the corporate limits of the Village.

This permit governs all special events including festivals, outdoor sales, races, farmers markets, concerts, parades, exhibits, carnivals and car shows held on public property and/or open to the public as well as private events open to the public which may exceed space, parking or traffic limitations. The permit acts as a vehicle to coordinate interdepartmental communication and use of village services including street closures, barricades, trash or recycling receptacles, special parking signs, special electrical services, crowd control, security, special fire/EMS protection and/or use of village vehicles and/or equipment. These services are provided at a reasonable cost in support of community organizations and businesses.

Beyond the 30 village-owned events managed out of the marketing department, the Village grants special event permits for an additional 60 –65 community events per year including (19) farmers markets, (13) run/walks, parades, chamber of commerce, park district and library events (some for which we waive fees). Every effort is made to not overburden the village services staff, taking the village events schedule and the music theater schedule into consideration when approving dates.

When the ordinance was created, fees for traffic control which were supported by both police and EMA staff, was set at \$18 per hour. An hourly fee for Public Works' staff (minimum of two people) was set at \$35 per hour and police and security fees are provided at \$30 per hour. These fees have remained in effect since the ordinance inception. Any staff persons that provide services at these events are paid their regular hourly or, if warranted, overtime rate.

Staff would like to recommend that effective May 1, 2020 these special event rates be increased to \$20 per hour for traffic control, and \$45 per hour for police and security services. The recommendation is to retain the \$35 per hour rate for public works services. As a frame of reference, the average police hourly is \$48 per hour and the average Public Works hourly rate is \$38 per hour.

Ordinance 2014-O-032 can be found on the website under special event permits or at:  
[https://cms6.revize.com/revize/tinleypark/document\\_center/special%20events/permit%20application/Special%20Events%20Ordinance.pdf](https://cms6.revize.com/revize/tinleypark/document_center/special%20events/permit%20application/Special%20Events%20Ordinance.pdf)



**RECEIVE TAX  
INCREMENT FINANCING  
PRESENTATION**



# Interoffice Memo

---

**Date:** February 23, 2020

**To:** Village Board

**From:** David Niemeyer, Village Manager

**Subject:** Tinley Park Mental Health Center Senate Bill Affecting Potential Sale

I wanted to make the Village Board aware of and have a discussion about the potential effects of a proposed bill in the Illinois Senate.

As you know, for a number of years the Village has been trying to purchase the TPMHC. In October 2019 we received a letter from the State saying the property was no longer for sale at this time. We have not been able to get any further information as to when the property might be again offered for sale.

In the meantime, SB 2291 amending the State Property Control Act has been introduced. Some of the changes include the following:

- The requirement that the state include the fair market value in the notice given to local governments offering the property for sale.
- Currently, if we want to buy the property, we are given 60 days to notify the State and exercise our option to buy the property. Under the proposed legislation we no longer have an option to buy the property and the time frame under which a local government has to respond stating our interest in the property is reduced from 60 days to 14 days.

There is other language in the bill that attempts to streamline the process of selling state surplus land. While these are positive efforts, the changes mentioned above may inhibit our ability to buy the TPMHC. The Village is working with the Illinois Municipal League and our lobbyist to make changes to the bill that would eliminate the language that makes it more difficult for cities and villages to buy state surplus property.

Even if the State sells the land to a developer directly, the Village will still have control over the property through its zoning powers and the decision to award TIF incentives. With the extensive clean up costs at the site, no developer will be able to fully develop the site without TIF incentives negotiated with the Village.

Please let us know any other feedback you may have on this.

**SB2291**



**101ST GENERAL ASSEMBLY**

**State of Illinois**

**2019 and 2020**

**SB2291**

Introduced 10/28/2019, by Sen. Pat McGuire

**SYNOPSIS AS INTRODUCED:**

30 ILCS 605/7.1

from Ch. 127, par. 133b10.1

Amends the State Property Control Act. Modifies the definition of the term "surplus real property". Provides that title to surplus real property may, if approved by the Director of Central Management Services as Administrator, remain with the owning agency throughout the disposition process; however, the Administrator and the Department of Central Management Services have sole responsibility and authority for disposing of the property. Requires the Administrator to obtain 2 (currently, 3) appraisals of surplus real property if the value of the property is determined in the initial survey to be \$5,000 or more. Provides that no surplus real property may be conveyed by the Administrator for less than the fair market value, unless the Administrator makes a written determination that it is in the best interests of the State to establish a different value. Provides further requirements concerning the Administrator's written determination. Provides that prior to offering the surplus real property for sale to the public, the Administrator shall give notice in writing of the surplus real property to each State agency and to the governing bodies of the county and of all cities, villages, and incorporated towns in the county in which the real property is located. Provides further requirements concerning a State agency's or governing body's interest in acquiring surplus real property. Makes other changes. Effective immediately.

LRB101 14531 RJF 63429 b

FISCAL NOTE ACT  
MAY APPLY

**A BILL FOR**

1 AN ACT concerning finance.

2 **Be it enacted by the People of the State of Illinois,**  
3 **represented in the General Assembly:**

4 Section 5. The State Property Control Act is amended by  
5 changing Section 7.1 as follows:

6 (30 ILCS 605/7.1) (from Ch. 127, par. 133b10.1)

7 Sec. 7.1. (a) Except as otherwise provided by law, all  
8 surplus real property held by the State of Illinois shall be  
9 disposed of by the administrator as provided in this Section.  
10 "Surplus real property," as used in this Section, means any  
11 real property to which the State holds fee simple title or  
12 lesser interest, and is determined by the head of the owning  
13 agency to no longer be required for the State agency's needs  
14 and responsibilities. Title to the surplus real property may,  
15 if approved by the Administrator, remain with the owning agency  
16 throughout the disposition process; however, the Administrator  
17 and the Department of Central Management Services have sole  
18 responsibility and authority for disposing of the property as  
19 set forth in this Section ~~vacant, unoccupied or unused and~~  
20 ~~which has no foreseeable use by the owning agency.~~

21 (b) All responsible officers shall submit an Annual Real  
22 Property Utilization Report to the Administrator, or annual  
23 update of such report, on forms required by the Administrator,

1 by July 31 of each year. The Administrator may require such  
2 documentation as he deems reasonably necessary in connection  
3 with this Report, and shall require that such Report include  
4 the following information:

5 (1) A legal description of all real property owned by the  
6 State under the control of the responsible officer.

7 (2) A description of the use of the real property listed  
8 under (1).

9 (3) A list of any improvements made to such real property  
10 during the previous year.

11 (4) The dates on which the State first acquired its  
12 interest in such real property, and the purchase price and  
13 source of the funds used to acquire the property.

14 (5) Plans for the future use of currently unused real  
15 property.

16 (6) A declaration of any surplus real property. On or  
17 before October 31 of each year the Administrator shall furnish  
18 copies of each responsible officer's report along with a list  
19 of surplus property indexed by legislative district to the  
20 General Assembly.

21 This report shall be filed with the Speaker, the Minority  
22 Leader and the Clerk of the House of Representatives and the  
23 President, the Minority Leader and the Secretary of the Senate  
24 and shall be duplicated and made available to the members of  
25 the General Assembly for evaluation by such members for  
26 possible liquidation of unused public property at public sale.

1           (c) Following receipt of the Annual Real Property  
2 Utilization Report required under paragraph (b), the  
3 Administrator shall notify all State agencies by October 31 of  
4 all declared surplus real property. ~~Any State agency may submit~~  
5 ~~a written request to the Administrator, within 60 days of the~~  
6 ~~date of such notification, to have control of surplus real~~  
7 ~~property transferred to that agency. Such request must indicate~~  
8 ~~the reason for the transfer and the intended use to be made of~~  
9 ~~such surplus real property. The Administrator may deny any or~~  
10 ~~all such requests by a State agency or agencies if the~~  
11 ~~Administrator determines that it is more advantageous to the~~  
12 ~~State to dispose of the surplus real property under paragraph~~  
13 ~~(d). In case requests for the same surplus real property are~~  
14 ~~received from more than one State agency, the Administrator~~  
15 ~~shall weigh the benefits to the State and determine to which~~  
16 ~~agency, if any, to transfer control of such property. The~~  
17 ~~Administrator shall coordinate the use and disposal of State~~  
18 ~~surplus real property with any State space utilization program.~~

19           (d) Any surplus real property ~~which is not transferred to~~  
20 ~~the control of another State agency under paragraph (c)~~ shall  
21 be disposed of by the Administrator. No appraisal is required  
22 if during his initial survey of surplus real property the  
23 Administrator determines such property has a fair market value  
24 of less than \$5,000. If the value of such property is  
25 determined by the Administrator in his initial survey to be  
26 \$5,000 or more, then the Administrator shall obtain 2 ~~3~~



1 appraisals of such real property, ~~one of which shall be~~  
2 ~~performed by an appraiser residing in the county in which said~~  
3 ~~surplus real property is located.~~ The average of these 2 3  
4 appraisals, ~~plus the costs of obtaining the appraisals,~~ shall  
5 represent the fair market value of the surplus real property.

6 No surplus real property may be conveyed by the  
7 Administrator for less than the fair market value, unless the  
8 Administrator makes a written determination that it is in the  
9 best interests of the State to establish a different value.  
10 That written determination shall be published in the Illinois  
11 Procurement Bulletin. The written determination, along with an  
12 affidavit setting forth the conditions and circumstances that  
13 make the use of a different value in the best interests of the  
14 State, shall also be filed with the Executive Ethics  
15 Commission. The Executive Ethics Commission shall have 30 days  
16 to review the written determination. The Executive Ethics  
17 Commission may order an additional 30 days to review the  
18 written determination. The Administrator shall provide the  
19 Executive Ethics Commission with any information requested by  
20 the Executive Ethics Commission related to the Administrator's  
21 determination of the value of the surplus real property. If the  
22 Executive Ethics Commission objects in writing to the value  
23 determined by the Administrator, then the Administrator shall  
24 not convey the surplus real property for less than either the  
25 fair market value as determined by the average of appraisals or  
26 an amount agreed upon by the Executive Ethics Commission and

1 the Administrator. Circumstances in which it is in the best  
2 interests of the State to establish a different value may  
3 include, but are not limited to, the following: (1) an auction  
4 did not yield any bids at the established fair market value;  
5 (2) a unit of local government is interested in acquiring the  
6 surplus real property; or (3) the costs to the State of  
7 maintaining the surplus real property are sufficiently high  
8 that it would be reasonable to a prudent person to sell the  
9 surplus real property for less than the fair market value  
10 established by the average of the appraisals.

11 Prior to offering the surplus real property for sale to the  
12 public the Administrator shall give notice in writing of the  
13 existence ~~and fair market value~~ of the surplus real property to  
14 each State agency and to the governing bodies of the county and  
15 of all cities, villages and incorporated towns in the county in  
16 which such real property is located. Any such State agency or  
17 governing body may notify the Administrator of its interest in  
18 acquiring ~~exercise its option to acquire~~ the surplus real  
19 property ~~for the fair market value~~ within the notice period set  
20 by the Administrator of at least 14 days ~~60 days of the notice.~~  
21 If any State agency notifies the Administrator of its interest  
22 in acquiring the surplus property, the Administrator may deny  
23 any such requests by a State agency if the Administrator  
24 determines that it is more advantageous to the State to dispose  
25 of the surplus real property to a governing body or the public.  
26 If a governing body notifies the Administrator of its interest

1 in acquiring the property, then the Administrator shall wait a  
2 minimum of 30 additional days during which the Administrator  
3 may engage in negotiations with the governing body for the sale  
4 of the surplus real property. After the notice period as set by  
5 the Administrator of at least 14 days ~~60 day period~~ has passed,  
6 the Administrator may sell the surplus real property by public  
7 auction, which may include an electronic auction or the use of  
8 sealed bids, following notice of such sale by publication on 3  
9 separate days not less than 15 nor more than 30 days prior to  
10 the sale in the State newspaper and in a newspaper having  
11 general circulation in the county in which the surplus real  
12 property is located. The Administrator shall post "For Sale"  
13 signs of a conspicuous nature on such surplus real property  
14 offered for sale to the public. If no acceptable offers for the  
15 surplus real property are received, the Administrator may have  
16 new appraisals of such property made. The Administrator shall  
17 have all power necessary to convey surplus real property under  
18 this Section. All moneys received for the sale of surplus real  
19 property shall be deposited in the General Revenue Fund, except  
20 that:

21 (1) Where moneys expended for the acquisition of such  
22 real property were from a special fund which is still a  
23 special fund in the State treasury, this special fund shall  
24 be reimbursed in the amount of the original expenditure and  
25 any amount in excess thereof shall be deposited in the  
26 General Revenue Fund.

1           (2) Whenever a State mental health facility operated by  
2           the Department of Human Services is closed and the real  
3           estate on which the facility is located is sold by the  
4           State, the net proceeds of the sale of the real estate  
5           shall be deposited into the Community Mental Health  
6           Medicaid Trust Fund.

7           (3) Whenever a State developmental disabilities  
8           facility operated by the Department of Human Services is  
9           closed and the real estate on which the facility is located  
10          is sold by the State, the net proceeds of the sale of the  
11          real estate shall be deposited into the Community  
12          Developmental Disability Services Medicaid Trust Fund.

13          The Administrator shall have authority to order such  
14          surveys, abstracts of title, or commitments for title insurance  
15          as may, in his reasonable discretion, be deemed necessary to  
16          demonstrate to prospective purchasers or bidders good and  
17          marketable title in any property offered for sale pursuant to  
18          this Section. Unless otherwise specifically authorized by the  
19          General Assembly, all conveyances of property made by the  
20          Administrator shall be by quit claim deed.

21          (e) The Administrator shall submit an annual report on or  
22          before February 1 to the Governor and the General Assembly  
23          containing a detailed statement of surplus real property either  
24          transferred or conveyed under this Section.

25          (Source: P.A. 96-527, eff. 1-1-10; 96-660, eff. 8-25-09;  
26          96-1000, eff. 7-2-10.)

1           Section 99. Effective date. This Act takes effect upon  
2 becoming law.



# Interoffice Memo

---

**Date:** February 27, 2020

**To:** Village Board

**From:** Pat Carr, Asst. Village Manager/Director EM and 911 Communications

**CC:** Dave Niemeyer, Village Manager

**Subject:** Safe Speed LLC – Red Light Camera Contract

The Village of Tinley Park and SafeSpeed LLC are under contract until December 2020. Staff and Village Attorneys are reviewing the contract for termination in December 2020 or sooner.



STATE OF ILLINOIS }  
COUNTY OF COOK } SS.  
COUNTY OF WILL }

**CLERK'S CERTIFICATE**

I, **PATRICK E. REA**, the duly elected and qualified Village Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois, do hereby certify that attached hereto is a true and correct copy of the Ordinance now on file in my office, entitled:

**ORDINANCE NO. 2014-O-043**

**ORDINANCE AMENDING ORDINANCE NO. 2008-O-011  
AND APPROVING AN AUTOMATED TRAFFIC  
LAW ENFORCEMENT AGREEMENT**

which was passed by the Board of Trustees of the Village of Tinley Park at a regular meeting held on the 18<sup>th</sup> day of November, 2014, at which meeting a quorum was present, and approved by the President of Tinley Park on the 18<sup>th</sup> day of November, 2014.

I further certify that the vote on the question of the passage of the said Ordinance by the Board of Trustees of the Village of Tinley Park was taken by the Ayes and Nays and recorded in the Journal of Proceedings of the Board of Trustees of the Village of Tinley Park, and that the result of the vote was as follows, to wit:

AYES: Seaman, Hannon, Maher, Staunton, Leoni, Grady

NAYS: None

ABSENT: None

I do further certify that the original Ordinance, of which the attached is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the Village of Tinley Park, this 18<sup>th</sup> day of November, 2014.

By: 

Village Clerk

**PAMPHLET**

**FRONT OF PAMPHLET**

**ORDINANCE NO. 2014-O-043**

**ORDINANCE AMENDING ORDINANCE NO. 2008-O-011  
AND APPROVING AN AUTOMATED TRAFFIC  
LAW ENFORCEMENT AGREEMENT**

Published in pamphlet form this 18<sup>th</sup> day of November, 2014, by Order of the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois.

By: 

Village Clerk

**ORDINANCE NO. 2014-O-043**

**ORDINANCE AMENDING ORDINANCE NO. 2008-O-011  
AND APPROVING AN AUTOMATED TRAFFIC  
LAW ENFORCEMENT AGREEMENT**

**WHEREAS**, Section 11-208.6 of the Illinois Vehicle Code, 625 ILCS 5/11-208.6, authorizes municipalities in the counties of Cook, DuPage, Kane, Lake, Madison, McHenry, St. Clair and Will to provide by ordinance for “automated traffic law enforcement systems” as that terms is defined therein; and

**WHEREAS**, pursuant to Ordinance No. 2008-O-011, the Village of Tinley Park has provided for automated traffic law enforcement systems and for administrative adjudication of automated traffic law violations, and has authorized and adopted certain agreements with Redflex Traffic Systems, Inc. (the “Redflex Agreements”); and

**WHEREAS**, this Village President and Board of Trustees finds and determines that it is in the best interests of the Village and its citizens, and will benefit the public health, safety and welfare, to terminate said Redflex Agreements and to approve an Automated Traffic Law Enforcement Agreement with SafeSpeed, LLC, as attached hereto as Exhibit A;

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

**SECTION 1:** The Whereas clauses set forth above are found to be true and correct and are incorporated herein as substantive provisions of this Ordinance.

**SECTION 2:** The Automated Traffic Law Enforcement Agreement, attached hereto as Exhibit A, is hereby approved. The Village President and Village Clerk are hereby authorized and directed to execute this Agreement on behalf of this Village.

**SECTION 3:** The Redflex Agreements are hereby terminated provided, however, that said Agreements shall remain in effect until such time as the SafeSpeed Systems are installed and operational, as determined and directed by the Village Manager. The Village Manager is hereby authorized to provide such notice as may be necessary to terminate said Redflex Agreements at such time as he determines to be appropriate.

**SECTION 4:** That Ordinance No. 2008-O-011 is hereby amended to conform to the terms of this Ordinance. All provisions of Ordinance No. 2008-O-011 in conflict herewith are hereby repealed.

**ADOPTED** this 18<sup>th</sup> day of November, 2014, pursuant to a roll call vote as follows:

AYES: Seaman, Hannon, Maher, Staunton, Leoni, Grady

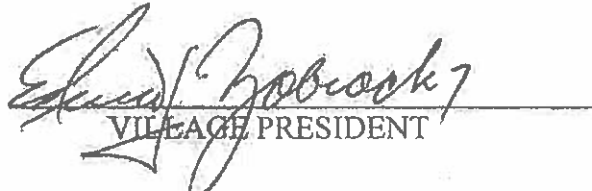
NAYS: None

ABSENT: None

**APPROVED** by me this 18<sup>th</sup> day of November, 2014.

ATTEST:

  
VILLAGE CLERK

  
VILLAGE PRESIDENT

**PAMPHLET**

**BACK OF PAMPHLET**

**ORDINANCE NO. 2014-O-043**

**ORDINANCE AMENDING ORDINANCE NO. 2008-O-011  
AND APPROVING AN AUTOMATED TRAFFIC  
LAW ENFORCEMENT AGREEMENT**

Published in pamphlet form by Order of the Corporate Authorities of the Village of Tinley Park,  
Cook and Will Counties, Illinois.

**AUTOMATED TRAFFIC LAW ENFORCEMENT AGREEMENT**

**THIS AGREEMENT** (Agreement) is made and entered into this 18<sup>th</sup> ( ) day of November, 2014 by and between the Village of Tinley Park (Village), an Illinois municipal corporation, and SafeSpeed, LLC. (Contractor), a limited liability company organized under the laws of the State of Illinois. For the purposes of convenience Village and Contractor may be referred to individually as "Party" and collectively as "Parties."

**WITNESSETH**

**WHEREAS**, pursuant to the Illinois Vehicle Code, municipalities in the counties of Cook, DuPage, Kane, Lake, Madison, McHenry, St. Clair and Will are authorized to provide for "automated traffic law enforcement systems" (Systems) as that term is defined in Section 11-208.6 of the Illinois Vehicle Code; and,

**WHEREAS**, the Village desires to enter into this Agreement with Contractor to provide equipment, processing and other services to enable it to use Systems to enforce its traffic laws where permissible; and,

**WHEREAS**, the Village's Mayor and Board of Trustees find that the use of Systems will benefit the public's health, safety and welfare by reducing the incidence of red light running and the number of red light running accidents, which often result in injury or death; and,

**WHEREAS**, the Village has taken all appropriate legislative steps to authorize the Village's entry into this Agreement; and,

**WHEREAS**, Contractor holds itself out to the Village as having the expertise to furnish, install, operate and maintain Systems and related services; and,

**NOW THEREFORE**, for and in consideration of mutual promises and covenants contained herein, the sufficiency of which is mutually acknowledged, the Parties hereto agree as follows:

**ARTICLE 1: ACCEPTANCE OF CONTRACT**

This Agreement, including all Exhibits attached hereto and made a part hereof, which include the response to the Village's Request for Proposal submitted by Contractor, contains the entire understanding of the Parties. Accordingly, the Agreement supersedes any prior commitments, promises and/or negotiations between the Parties unless otherwise provided herein, and it may be amended only in writing, as agreed by the Parties.

## **ARTICLE 2: DEFINITIONS**

As used in this Agreement, words or terms shall have the following meanings unless the context or usage clearly indicates that another meaning is intended:

- 2.1 "Agreement" means this Automated Traffic Light Enforcement Agreement entered into between the Village and Contractor, and includes all representations made by the Contractor in its Response to the Village's Request for Proposals, which is attached hereto and incorporated herein as EXHIBIT A.
- 2.2 "Approach" means any number of lanes of traffic at a roadway intersection in a single direction of vehicular travel.
- 2.3 "Automated Traffic Law Enforcement System" (System) means a device with one (1) or more motor vehicle sensors, cameras, controllers and related networking devices working in conjunction with a traffic-control signal displaying a steady red signal indication to produce Recorded Images of motor vehicles entering an intersection against a steady red light signal in violation of Section 11-306 of the Illinois Vehicle Code (625 ILCS 11-306) or a similar provision of the Tinley Park Municipal Code and is designed to obtain a clear recorded image of the motor vehicle and the motor vehicle's license plate.
- 2.4 "Automated Traffic Law Violation" (Violation) means a violation described in Section 11-208.6 of the Illinois Vehicle Code (625 ILCS 11-208.6) of a motor vehicle entering an intersection against a traffic-control device displaying a steady red signal indication in violation of Section 11-306 of the Illinois Vehicle Code (625 ILCS 11-306) or a similar provision of the Tinley Park Municipal Code evidenced by the Recorded Images produced by an Automated Traffic Law Enforcement System.
- 2.5 "Automated Traffic Law Violation Fine" (Fine) means the civil penalty authorized by Section 11-208.6(j) of the Illinois Vehicle Code (615 ILCS 11-208.6(j) imposed on the Automated Traffic Law Violator due to an Automated Traffic Law Violation pursuant to Sections 11.208.3 and 11-208.6 of the Illinois Vehicle Code (625 ILCS 11-208.3 and 11-208.6) and pursuant to the provisions of the Tinley Park Municipal Code.
- 2.6 "Automated Traffic Law Violation Notice" (Violation Notice) means a written notice of Violation issued pursuant to Sections 11-208.3 and 11-208.6 of the Illinois Vehicle Code (625 ILCS 11-208.3 and 11-208.6) and pursuant to the provisions of the Tinley Park Municipal Code.
- 2.7 "Automated Traffic Law Violation Review Officer" (Review Officer) means a Village Traffic Control Administrator appointed by the Mayor that reviews the Recorded Images produced by a System to determine whether a violation as described in Section 11-208.6 of the Illinois Vehicle Code (625 ILCS 11-208.6) of a motor vehicle entering an intersection against a traffic-control device displaying a red signal indication in violation



of Section 11-306 of the Illinois Vehicle Code (625 ILCS 11-208.3 and 11-208.6) or a similar provision of the Tinley Park Municipal Code has occurred and to authorize the issuance of an Automated Traffic Law Violation Notice.

- 2.8 "Automated Traffic Law Violator" (Violator) means a person who has been issued a Violation Notice.
- 2.9 "Effective Date" of Agreement means the date on which the first (or only) Red Light Camera begins capturing Potential Automated Traffic Law Violations.
- 2.10 "Initial Screening" (Screening) means employees of Contractor review all images that may be Violations for clarity and to eliminate any incidents in which the camera malfunctioned in any way, the driver of the vehicle did not actually run a red light, there was no license plate on the vehicle, the license plate was unreadable, or the vehicle going through the red light was yielding the right of way to an emergency vehicle or was part of a funeral procession.
- 2.11 "Potential Automated Traffic Law Violations" (Potential Violations) means the Recorded Images that have been initially screened before the Review Officer has reviewed them.
- 2.12 "Recorded Images" means images showing the time, date and location of a Violation recorded by a System on: (i) two (2) or more photographs, (ii) two (2) or more microphotographs, (iii) two (2) or more electronic images or (iv) a video recording showing the motor vehicle and, on at least one (1) image or portion of the recording, clearly identifying the registration plate number of the motor vehicle.
- 2.13 "Red Light Incident" means the digital photographic and video recording of a motor vehicle crossing a clearly marked stop line, but if there is no such stop line, before entering the crosswalk on the near side of the intersection, or if there is no such crosswalk, then before entering the intersection when (i) facing a steady circular red signal being displayed by a traffic-control signal or (ii) facing a steady red arrow signal making a movement indicated by the arrow being displayed by traffic-control signal.
- 2.14 "Service Fees and Charges" means all amounts owed to Contractor for services performed under this Agreement as outlined and listed in Exhibit A and made a part hereof.

### **ARTICLE 3: SCOPE OF WORK**

In accordance with the terms of this Agreement:

- 3.1 Contractor shall perform all necessary traffic and engineering studies, obtain all permits, furnish all labor materials and equipment, furnish and install any and all Systems, provide all services identified in the Contractor's RFP response, attached hereto as EXHIBIT A

and made a part hereof, as well as perform all maintenance related to the installation of the Systems at its sole expense. Contractor shall perform all operations and services set forth in the Activity Descriptions attached hereto and made a part hereof.

- 3.2 Contractor will support all educational and public information initiatives Village chooses to undertake, if any, in order to launch a System program by providing content for written materials (in English and Spanish upon request), and appearing at public hearings related to Systems. Contractor will also train all Village personnel in use of Systems including the adjudication module.
- 3.3 Contractor shall record and provide live video feed as well as still digital photographs of the rear of vehicles, specifically capturing images of license plates on those vehicles thought to have committed a Violation, to Village's Review Officer(s) after having performed an Initial Screening. These images will be delivered via the internet.
- 3.4 Upon receipt of Review Officer determination that a violation has/violations have occurred, Contractor will process all Violation Notices, to include, but not limited to retrieval of vehicle registration from the Illinois Secretary of State.
- 3.5 Contractor will perform all printing and mailing of Violation Notices, provide a toll free number and provide customer service.
- 3.6 Contractor will process payment of fines from persons issued Violation Notices via the U.S. Postal Service, on-line payment and/or at the Village, account for, report and remit the net amount collected after deducting Contractor's service fees. Additionally, Contractor will aid and assist any collection agency or agent that is retained by Village to collect any fines not paid through Contractor or Village.
- 3.7 Contractor will provide support to Village's adjudicative process. Such support will include use of Contractor's "Adjudication Module" which allows for viewing of violation photographs and streaming video, as well as in-person or remote technical assistance at the time of hearing(s) and full support services for "Contests by Mail."

#### **ARTICLE 4: EQUIPMENT**

- 4.1 Contractor will install Systems at mutually agreed upon approaches; however, these approaches must be approved by the Illinois Department of Transportation (IDOT) before any installation(s) can proceed whether or not the Parties want and or believe Systems should be installed unless said Systems are to be installed on a road outside of IDOT's jurisdiction. All work, including without limitation all necessary engineering, permitting and installation work, shall be performed by the Contractor at its sole cost and expense. The Parties may agree from time to time to add, subtract, or modify locations where Systems shall be installed and maintained, such modification(s) shall be in writing and

made a part of Attachment C. Attached hereto and made a part hereof is Attachment C which sets forth those approaches the Parties have agreed upon. Contractor shall coordinate the installation of new cameras at the agreed upon locations with the removal of existing cameras to ensure that any time during which there are no operational cameras at said locations is as minimal as possible.

- 4.2 Each System, operated by Contractor shall provide the Village with rear license plate photos and a wide-angle intersection view capable of showing the violator vehicle both before and after entering the intersection. All installation, maintenance, services and repairs on the Systems are included in the established fee for the Systems.
- 4.3 Each intersection approach monitored by Systems will have a communication enclosure, helix-based pole, camera units, detection cameras, communication antennas, inductive coils and the associated cable in conduits; if wireless magnetic sensor detectors are used, a small receiver will be clamped around the pole and wireless sensors would replace in-ground coils.
- 4.4 The System interfaces with the traffic controller. The Village is solely responsible for all Pedestrian Countdown Signal Heads, including, but not limited to Light Emitting Diode (LED) upgrades and attendant costs and expenses (this is an IDOT Requirement).
- 4.5 All equipment, including equipment provided to Village personnel to review, analyze and process Potential Violations, as well as intellectual property shall remain the property of Contractor. Contractor shall at all times remain responsible for the maintenance and upkeep of such equipment, and shall ensure that it is in good working order at all times. Contractor hereby grants the Village a non-exclusive, non-transferable license to access and use the System software for the purpose of reviewing Potential Violations, the issuance of Violation Notices, the prosecution of Violations and the collection of Violation Fines.
- 4.6 Electric utility charges, if any, to operate Systems shall be the responsibility of Village.

#### **ARTICLE 5: CHANGE OF LOCATION**

If Contractor and the Village collectively determine that the maintenance of a System at a certain location is no longer in furtherance of the public health, safety and welfare, the Contractor may remove said System from service upon thirty (30) days written notice to the Village and with the Village's prior written consent, which shall not be unreasonably withheld; or, the System may be moved to a new location at the expense of the Contractor and upon mutual agreement as to the new location so long as approval has been granted by Illinois Department of Transportation (IDOT) if moving System to an IDOT road. All new locations will be evidenced in writing and made a part hereof and appended hereto. If no suitable new location is found, Contractor shall remove the System at no expense to Village and no termination fee shall apply.

## **ARTICLE 6: SIGNAGE**

Contractor, at its expense, shall acquire or fabricate all signage to be placed in advance of each enforced Approach. The content and location of such signage shall comply with Section 11-208.6(k) of the Illinois Vehicle Code (625 ILCS 5/11-208.6(k)) and the Illinois Manual on Uniform Traffic Control Devices.

## **ARTICLE 7: VIOLATION DETERMINATION AND PROCESSING**

- 7.1 Village will review all video and photographic evidence of possible Violations within twenty (20) days of receiving such evidence; and, Village will have sole and ultimate responsibility for determining whether a Violation occurred and a Violation Notice should issue.
- 7.2 Village will appoint one (1) or more Review Officers to review all Potential Violations and determine whether Violations did, in fact, occur. Contractor shall provide the Review Officer(s) with access to the Recorded Images of the Potential Violations.
- 7.3 The Review Officer(s) shall review the Recorded Images of the Potential Violations within twenty (20) days of receiving the Recorded Images to determine whether a Violation Notice shall be issued. The Review Officer(s) shall have sole and ultimate responsibility for determining whether a Violation has occurred and whether a Violation Notice should issue. The decision to issue a Violation Notice shall be the sole, unilateral and exclusive decision of the Review Officer(s). The Review Officer(s) shall communicate each such determination to Contractor by entering his or her decision into Contractor's electronic database.
- 7.4 For each Potential Violation the Review Officer(s) determines a Violation Notice is to be issued, Contractor shall retrieve from the Illinois Secretary of State's database of motor vehicle owners the name and address of the registered owner of the motor vehicle to whom the Violation Notice is to be sent. Village will provide Contractor with access to Illinois Secretary of State's database of registered motor vehicle owners for the purpose of processing and issuing Violation Notices.
- 7.5 Contractor shall prepare, print and mail Violation Notice to the Violator. Such Notice shall contain, but not be limited to the following information:
  - The name and address of the registered owner of the motor vehicle according to the information supplied by the Illinois Secretary of State or similar office of vehicle registration in foreign states;
  - Copies of Recorded Images depicting the Violation which shall include a minimum of three (3) images showing the motor vehicle entering the intersection with the controlling traffic-control device displaying a steady red signal, and a close-up view of the rear of the motor vehicle with license plate;

- A statement that the Recorded Images are evidence of an Automated Traffic Law Violation;
- Registration number;
- Violation charged;
- Date, time and location of Violation;
- Vehicle Make (if readily discernable);
- Information regarding the availability of a hearing to contest the Violation on its merits, specifying the time and manner that such a hearing may be had;
- The fine imposed, the date of required payment and penalty assessed for late payment;
- Website address, accessible through the internet, where the violator may review the Recorded Images.
- A warning that failure to pay the penalty imposed, or to timely contest the Violation, is an admission of liability and may result in suspension of the driving privileges of the registered owner of the vehicle;
- A statement that the Violator may proceed by paying the Fine or challenging the Fine in an administrative hearing or by mail (if a non-resident) or following the administrative hearing, in court; and,
- A statement that payment of the Fine and any applicable late payment penalty shall dispose of the Violation with finality.

- 7.6 Contractor shall prepare, print, mail within thirty (30) days after receipt of the necessary registered owner information from the Illinois Secretary of State, and in no event, not later than ninety (90) days after the date of violation.
- 7.7 Contractor shall prepare, print and mail a Second Notice of Violation (Second Notice) to the Violator if Violator fails to respond timely to the first Violation Notice. This Second Notice will demand payment of Fine and penalty.
- 7.8 If Violator ignores Second Notice and becomes delinquent in payment to Village of Fine, Contractor will work with Village's choice of "Collection Agency" or "Collection Agent" in order to capture payment of Delinquent Fines.

## **ARTICLE 8: ADJUDICATIVE PROCESS**

- 8.1 Village, shall at its sole expense, prosecute through its administrative hearing process all Violations which are contested by the Violator whether written or in-person.
- 8.2 Contractor will provide all electronic documents to Village that are necessary in the prosecution of Violations (Contractor will also provide hard copy documents if requested). Contractor will provide access to Contractor's website for the purpose of replaying and displaying Recorded Images at Village's administrative hearing. Contractor will provide in-person technical support or "on-call" support for the administrative process, and will provide such other adjudication support as set forth in Contractor's Response to RFP, attached hereto as EXHIBIT A and made a part hereof.

8.3 Contractor will provide a web based software package to Village for Payment Processing.

#### **ARTICLE 9: SERVICE FEES**

In accordance with Exhibit B, attached hereto and incorporated herein by reference, the Village shall compensate Contractor as follows in accordance to either Fee Structure #1 or Fee Structure #2. Contractor represents and warrants to Village that both fee structures comply with Illinois Vehicle Code Section 5/11-208.6. However, on a monthly basis Contractor will automatically switch its fee structure depending on which structure is more advantageous to the Village.

##### **FEE STRUCTURE #1: Monthly Flat Fee**

- 9.1 Contractor shall be paid a flat fee of One Hundred Dollars (\$100.00) per month, per System, for each of the following services: (i) Maintenance, Service and Repair of System(s); (ii) Incident Capture and Violation Screening; (iii) Violation Processing and Registration Retrieval; (iv) Printing of, and, Violation Notice Mailings; (v) Adjudicative Support Services.
- 9.2 Contractor will be paid Forty Dollars (\$40.00) for each and every Payment Transaction. A Payment Transaction is one where payment of a violation notice is being processed in some manner – for this to happen a payment must be made; if no payment is made, NO fee is taken by SafeSpeed.
- 9.3 In any instance in which the Collected Fines related to a System are not in the aggregate, over Five Hundred Dollars (\$500.00) in a month, Contractor will waive all fees set out in Article 9.1 herein and above, for that given month.
- 9.4 A Thirty-Five Dollar (\$35.00) charge will be assessed to anyone making payment on a Violation Notice charge whose check is returned due to Non Sufficient Funds (NSF). *At the time of a NSF, all processing fees and remittances will be reversed.*

##### **FEE STRUCTURE #2: Per Service Fees**

Contractor's per service fee consists of 5 services with a maximum amount of \$28 per citation.

- 9.5 Contractor shall be paid a service fee of \$5.60 for each of the following services: Digital Capture, Initial Review, Owner Registration Retrieval, Printing and Mailing of 1st and 2nd Notices and Quality Assurance Review. Each of the above services are defined under the section "Activity Descriptions."
- 9.6 As previously stated in paragraph 9.5 a Thirty-Five Dollar (\$35.00) charge will be assessed to anyone making payment on a Violation Notice whose check is returned due to Non Sufficient Funds (NSF). *At the time of a NSF charge, all processing fees and remittances will be reversed.*
- 9.7 In the event of any conflict between this Article 9 and Exhibit B, Exhibit B shall control.

## **ARTICLE 10: REVENUES AND REMITTANCE**

- 10.1 Contractor shall process all Fines, whether paid by check, money order or electronic payment. All payments whenever or wherever made, including at the Village, through the Adjudicative Branch, or through "collections" will be deemed to have been processed by Contractor. Contractor remains entitled to full payment of its Payment Processing fees as outlined in Exhibit B as attached hereto and made a part hereof (and as referenced in Article 9 above).
- 10.2 All Payments Processed by Contractor through electronic medium and/or Lockbox, during a calendar month, less the initial deduction of Contractor's Service Fees, shall be remitted to Village within forty-five (45) days after the end of said calendar month. All Payments Processed by Contractor through the Village itself, including the Adjudicative process, as well as through Collections, will be made to Contractor as an adjustment to that owing Contractor from Village at the end of each month through a reconciliation process.
- 10.3 Contractor, at its expense, shall maintain and operate a website which allows Violators to pay Fines by use of credit card. Contractor shall also maintain lockbox services for the collection of Fines paid by mail.
- 10.4 Contractor shall keep true and accurate records of Fines paid and service fees incurred along with associated program statistics. All revenue collected from Fines will be accounted for in accordance with generally accepted accounting principles. Contractor will provide a written report of accounting to Village within forty-five (45) days after the end of each calendar month in which Fines have been paid.
- 10.5 During the term of this Agreement and thereafter for so long as Village is entitled to payments hereunder, Village or its authorized agent, shall have the right, at any time, upon reasonable notice (such notice shall be defined as forty-eight (48) hours or more), to examine Contractor's books and records in connection with all monies handled by Contractor on behalf of Village, or in any way associated with this Agreement. Any such inspection may be conducted by Village, or its authorized agents, at Contractor's corporate offices during Contractor's normal business hours.

## **ARTICLE 11: TERM, RENEWAL, MODIFICATION, TERMINATION**

- 11.1 The term of this Agreement shall be for a period of four (4) years with two (2) two (2) year renewals commencing on the Effective Date under the same terms and conditions, by mutual agreement of the Parties. The Parties acknowledge and agree that the Agreement is not one for the conveyance of personal services and shall survive the expiration of the term of the duly elected officials of the Village.



- 11.2 Notwithstanding anything contained in this Agreement to the contrary, if any changes in the law in effect as of the Effective Date of the Agreement, whether via the enactment of legislation or decisions rendered by courts of competent jurisdiction, make it impossible to use the Systems in exactly the same manner as that which was permitted by law as of the Effective Date, then this Agreement may be terminated immediately by either of the Parties upon written notice setting forth the reasons for said termination. In such case, Contractor retains the right to remove any and all Systems and all other property of the Contractor in the possession or control of the Village. In this instance, no termination fee will apply no matter when termination may be required.
- 11.3 Village may terminate this Agreement for Cause. In this case, "Cause" is defined as: Contractor's inability to erect a fully functioning Systems within eighteen (18) months from the date of execution of this Agreement; and/or embezzlement, misappropriation of funds, other acts of dishonesty, and/or significant activities willfully engaged in by Contractor that are materially harmful to Village's reputation. "Cause" shall also include any material breach of this Agreement by the Contractor.
- 11.4 Contractor may terminate this Agreement for Cause. In this case, Cause is defined as: embezzlement, misappropriation of funds, other acts of dishonesty, and/or significant activities willfully engaged in by Village, to and including, any of its officials that are materially harmful to Contractor's reputation.
- 11.5 Should the contract be terminated by Village without cause within three hundred sixty-five (365) days of execution of this Agreement, Contractor shall be entitled to recover its investment in time and installation costs from Village in the actual amount thereof up to but not to exceed the amount of Fifty Thousand Dollars (\$50,000.00) (Termination Fee) as well as recover its equipment from Village. The obligation by Village to pay Contractor the Termination Fee is a mandatory debt and obligation of Village that shall be paid upon demand by Contractor after the tender of proof of actual costs. The Termination Fee is a limitation of damages and remedies, and all further claims for damages or remedies in the event of termination by the Village without cause are waived.

## **ARTICLE 12: WARRANTY**

Contractor warrants that the goods and services supplied hereunder will be of good workmanship and of proper materials, free from defects and in accordance with manufacturer's specifications. Contractor shall perform its services with care, skill and diligence, in accordance with all applicable professional standards currently recognized by such profession, and shall be responsible for the professional quality, technical accuracy, completeness and coordination of all services furnished under this Agreement. Contractor shall comply with all applicable federal,

state and local laws, ordinances, codes and regulations in performing its services. Contractor specifically, but without limiting the generality of the foregoing, warrants and guarantees to the Village that the payment structure established pursuant to this Agreement complies with all requirements of law including without limitation 625 ILCS 5/11-208.6(l). Any failure of the warranties set forth herein shall be a breach of this Agreement and shall constitute cause for its termination by the Village.

#### **ARTICLE 13: COMPLIANCE WITH LAWS**

Contractor shall comply with all applicable federal, state, county and local laws, ordinances, regulations and codes (including procurement or required permits or certificates) in Contractor's performance under this Agreement. This includes any applicable state or local law, rule or regulation affecting safety and health, and specifically includes without limitation the provisions of the Illinois Vehicle Code relating to automated traffic law enforcement systems, 625 ILCS 5/11-208.6. Contractor agrees to defend, indemnify and hold harmless Village, its officials, officers, agents and employees for any loss, damage, penalty, fine or liability sustained because of Contractor's noncompliance with this Agreement or provisions of law.

#### **ARTICLE 14: INSURANCE**

14.1 Contractor shall procure and maintain throughout the duration of this Agreement insurance against claims for injuries to persons or damage to property which may arise from or in connection with products, materials, Systems and services supplied to Village. Failure to maintain such insurance will be considered a material breach of this Agreement and cause for termination by the Village.

14.2 The insurance companies providing coverage shall be rated A- or better. Coverage Limits shall not be written at less than that specified as follows:

- Workers Compensation: \$1,000,000 Each Accident, \$1,000,000 Policy Limit, \$1,000,000 Each Employee
- General Liability: \$2,000,000 Aggregate, \$1,000,000 Each Occurrence, \$1,000,000 Products and Completed Operations, \$50,000 Damage to Premises Rented, \$5,000 Medical Expense
- Umbrella: \$5,000,000 Each Occurrence, \$5,000,000 Aggregate

#### **ARTICLE 15: INDEMNIFICATION**

15.1 Contractor agrees to indemnify, defend, save and hold harmless the Village, its agents, assigns, employees, officers and officials from and against all claims, demands, liabilities, suits, judgments, decrees, losses, costs and expenses of any kind or nature whatsoever (including attorneys' fees and costs), which may be incurred on account of injuries to, or death of, any person or persons or damage to any property occurring directly or indirectly from, or which may in any way be related to, the negligence or

misconduct of Contractor or any of its employees, agents, servants, associates or subcontractors. This indemnification obligation shall include, without limitation, any and all costs and claims relating to the payment provisions of this Agreement, and shall survive the termination of this Agreement.

- 15.2 Village agrees to indemnify, defend, save and hold harmless Contractor, its Agents, assigns, employees, officers and officials from and against all claims, demands, liabilities, suits, judgments, decrees, losses, costs and expenses of any kind of nature whatsoever (including attorneys' fees and costs), which may be incurred on account of injuries to, or death of, any person or persons or damage to any property occurring directly or indirectly from, or which may in any way be related to, the gross negligence or willful misconduct of Village or any of its employees, agents, servants, associates, or subcontractors.

#### **ARTICLE 16: REPRESENTATIONS & WARRANTIES**

16.1 Contractor hereby represents and warrants to the Village, as of the Effective Date of this Agreement, as follows:

- a) Contractor is a duly organized and existing limited liability company and is in good standing under the laws of the State of Illinois. Contractor is qualified to do business in the State of Illinois, is authorized to conduct business as it is presently being conducted, is not in violation of any provision of its organizational or operating agreements, and has the power and authority to enter into this Agreement;
- b) the execution, delivery and performance of this Agreement by Contractor does not constitute and will not upon giving of notice or lapse of time or both, constitute a breach or default under any other agreement to which Contractor is a Party or may be bound under;
- c) no event has occurred and no condition exists that upon execution of this Agreement would constitute a default or Event of Default, as hereinafter defined. Contractor is not in violation of, and has not received notice of any claimed violation, of any term of any agreement or other instrument to which it is a Party or by which it or its property may be bound, which violation could materially and adversely affect the financial or legal condition of Contractor or the ability of Contractor to perform its obligations under this Agreement;
- d) Contractor has not made a general assignment for the benefit of creditors, filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by its creditors, suffered the appointment of a receiver to take possession of all or part of its assets, suffered the attachment or other judicial seizure of all or part of its assets, admitted its inability to pay debts as they come due or made an offer of settlement, extension or composition to its creditors generally, and Contractor is not anticipating the occurrence of any of the aforementioned acts.

16.2 The Village hereby represents and warrants to the Contractor, as of the Effective Date of this Agreement, as follows:

- a) the Village has the authority to execute and deliver this Agreement and to perform its obligations hereunder;
- b) the Village has taken all legislative action necessary to approve this Agreement and to authorize its execution and delivery, and the implementation thereof; and
- c) the execution, delivery and performance by the Village of this Agreement does not constitute and will not, upon giving this notice or lapse of time or both, constitute a breach or default under any other agreement to which the Village is a Party or may be bound.

## **ARTICLE 17: DEFAULTS & REMEDIES**

17.1 For purposes of this Agreement, the occurrence of any one (1) or more of the following shall constitute an 'Event of Default':

- a) if, at any time, any warranty, representation, or statement made or furnished by a Party to the other Party is not true and correct in any material respect; and
- b) if either Party fails (in whole or in part) to fulfill any of its obligations under this Agreement or to materially perform, observe or comply with any of the covenants, agreements or obligations hereunder after notice and opportunity to cure the same.

17.2 If an Event of Default occurs, the defaulting Party shall, upon written notice from the aggrieved Party, proceed to cure or remedy such default or breach within thirty (30) calendar days after receipt of such notice (the 'Cure Period'); provided, however, that if such default is incapable of being cured within said Cure Period, and the defaulting Party commences to cure the default within said Cure Period, provides a written request to extend the Cure Period, and proceeds with due diligence to cure the same, such Cure Period may be extended (not unreasonably) at the option of the aggrieved Party, for the length of time reasonably necessary to cure the default.

17.3 At any time during the Cure Period (or extension thereof), the aggrieved Party may request a written report on the status of the steps taken to cure the Event of Default, which shall be complied with by the breaching Party within ten (10) calendar days after receipt of the original request. At all times during a Cure Period or extension thereof, the defaulting Party, shall diligently follow through to completion all such steps necessary to remedy the Event of Default within the shortest possible time. Failure of a Defaulting Party to respond to a request for information as set forth herein shall be considered a failure to diligently undertake the cure of the Event of Default and shall be deemed a waiver of the defaulting Party's opportunity to cure. In case such action is not taken or diligently pursued or the Event of Default is not cured or remedied within the aforementioned period, the aggrieved Party may exercise any rights or institute such

proceedings at law or in equity as may be necessary or desirable in its opinion to cure and remedy such Event of Default, including termination of this Agreement.

- 17.4 The rights and remedies of the Parties, whether provided by law or in this Agreement, shall be cumulative and the exercise by any Party of any one or more of such remedies shall not preclude the exercise by such Party at the same time or different times, of any other remedies for the same Event of Default by the defaulting Party.
- 17.5 Any delay by any Party in instituting or prosecuting any actions or proceedings or asserting its rights under this Agreement shall not operate as a waiver of such rights in any way (it being the intent of this provision that such Party should not be constrained so as to avoid the risk of being deprived of or limited in the exercise of the remedies provided in this Agreement because of the Event of Default involved).
- 17.6 No waiver made by any Party with respect to any specific Event of Default by the other Party under this Agreement shall be construed as a waiver of rights with respect to any other Event of Default except to the extent specifically waived in the extent specifically waived in writing.

#### **ARTICLE 18: SEVERABILITY**

The provisions of this Agreement shall be deemed to be severable and the invalidity or unenforceability of any one or more provisions contained herein shall not affect the validity and enforceability of the other provisions hereof, and the remainder of this Agreement shall continue to be valid and enforceable to the fullest extent permitted by law.

#### **ARTICLE 19: COUNTERPARTS & FACSIMILE TRANSMISSION**

This Agreement may be executed in counterpart originals, each of which shall be deemed to be an original with the same effect as if the signatures thereto were on the same instrument. A signature affixed to this Agreement and submitted by facsimile or electronic mail shall have the same effect as an original signature.

#### **ARTICLE 20: GOVERNING LAW**

This Agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois. The Parties submit themselves to the exclusive jurisdiction of those courts located in Cook County, Illinois with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement.

#### **ARTICLE 21: FORCE MAJEURE**

Notwithstanding any other provision of this Agreement, Contractor shall not be liable or held responsible for any failure to perform or for delays in performing its obligations under this Agreement, including but not limited to, the scope of services set forth herein, which result from circumstances or causes beyond Contractor's reasonable control, including without limitation, fire or casualty, acts of God, strikes or labor disputes, war or violence, order or requirement of any government agency or authority (collectively, as well as separate and apart, are each and all "Event(s) of Force Majeure). Notwithstanding the foregoing, Contractor shall be required to use reasonable efforts to mitigate the effects of an Event of Force Majeure, and in no event shall Contractor's financial condition or inability to fund or obtain funding or financing constitute an Event of Force Majeure.

#### **ARTICLE 22: NO RESPONSIBILITY FOR LOSS**

Notwithstanding any other provisions of this Agreement, Contractor is not responsible for any camera revenue losses to Village due to System malfunction or failure at any time.

#### **ARTICLE 23: EQUAL EMPLOYMENT OPPORTUNITY**

Contractor agrees that on the selection of any subcontractor or the use of workers or employees that it will not in any way discriminate against any person, company or corporation due to race, nationality or origin, or any other status that is currently protected by applicable law.

#### **ARTICLE 24: COMMUNICATION AND NOTICES**

No verbal communication between the Parties shall change any of the terms and conditions of this Agreement. Nothing stated herein shall be construed as a waiver or modification of the requirements for notice or service of process of litigation as set forth in the Illinois Code of Civil Procedure, rules of the Circuit Court of Cook County. Any and all notices, demands, requests, consents, approvals, communications or other instruments required or permitted to be given under this Agreement shall be in writing (unless otherwise set forth herein) and shall be executed by a Party or an officer, agent or attorney of the Party, and shall be deemed to have been duly received upon:

- a) actual receipt if personally delivered and the sender received written confirmation of personal delivery;
- b) receipt as indicated by the written or electronic verification of delivery when delivered by overnight courier;
- c) three (3) calendar days after the sender posts notice with the U.S. Post Office when sent by certified mail, return receipt requested; or
- d) when delivery is refused.

Notices shall be sent to the addresses set forth below, or to such address as any Party may specify in writing:

**President**

**SafeSpeed, LLC.**

**150 N. Wacker, 8th Floor**

**Chicago, Illinois 60606**

**Fax: (877) 237-2302**

**Mayor**

**Village of Tinley Park**

**16250 S. Oak Park Ave.**

**Tinley Park, IL 60477**

**Fax: \_\_\_\_\_**

The Parties, by notice given hereunder, may designate any further or different address to which subsequent notices, certificates, approvals, consents or other communications shall be sent.

**ARTICLE 25: ASSIGNMENT OF AGREEMENT**

Notwithstanding anything to the contrary in this Agreement, Contractor shall have the right to make, with Village's prior written consent, any assignment of this Agreement to: (a) any entity with which, or into which, Contractor may consolidate or merge; or, (b) any entity acquiring all or substantially all of the assets of Contractor.

**ARTICLE 26: UNABLE TO CONTINUE**

In the event Contractor is unable to continue to maintain and support the System(s), Contractor will advise Village of same in writing giving a minimum of sixty (60) days notice to Village. Village may then proceed to enter into contract with another vendor for the same and/or similar services. There will be no penalty to either party.

**ARTICLE 27: NO WAIVER**

The waiver by either Party of any breach or failure to enforce any of the terms and conditions of this Agreement at any time shall not in any way affect, limit or waive such Party's right thereafter to enforce and compel strict compliance with every term and condition of the Agreement.

**ARTICLE 28: PARTNERSHIP NOT INTENDED NOR CREATED**

Nothing in this Agreement is intended nor shall be deemed a partnership or joint venture between Contractor and the Village.



**ARTICLE 29: EFFECTIVE DATE**

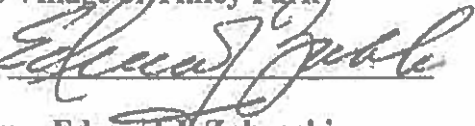
The Effective Date of this Agreement shall be the date on which the first (or only) Red Light Camera begins capturing Potential Automated Traffic Law Violations.

**ARTICLE 30: CONFIRMATION AND AUTHORITY**

The Village and Contractor for themselves and their successors, executors, administrators and assigns agree to the full performance of this Agreement. The persons signing below on behalf of the Village and Contractor certify that each is an agent possessed of authority to bind the Village and Contractor to this Agreement.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the date set forth above.

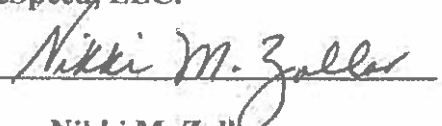
The Village of Tinley Park

By: 

Name: Edward J. Zabrocki

Title: Mayor

SafeSpeed, LLC.

By: 

Name: Nikki M. Zollar

Title: President



**Village President**  
David G. Seaman

**Village Clerk**  
Patrick E. Rea

**Village Trustees**  
Brian S. Maher  
T.J. Grady  
Michael J. Pannitto  
Jacob C. Vandenberg  
Brian H. Younker  
Kevin L. Suggs

**Village Hall**  
16250 S. Oak Park Ave.  
Tinley Park, IL 60477

**Administration**  
(708) 444-5000  
Fax: (708) 444-5099

**Building & Planning**  
(708) 444-5100  
Fax: (708) 444-5199

**Public Works**  
(708) 444-5500

**Police Department**  
7850 W. 183rd St.  
Tinley Park, IL 60477  
(708) 444-5300/Non-emergency  
Fax: (708) 444-5399

**John T. Dunn**  
**Public Safety Building**  
17355 S. 68th Court  
Tinley Park, IL 60477

**Fire Department & Prevention**  
(708) 444-5200/Non-emergency  
Fax: (708) 444-5299

**EMA**  
(708) 444-5600  
Fax: (708) 444-5699

**Senior Community Center**  
(708) 444-5150

[www.tinleypark.org](http://www.tinleypark.org)



December 8, 2016

Ms. Raquel Realmo  
Director of Marketing and Municipal Relations  
SafeSpeed  
150 North Wacker Drive  
8<sup>th</sup> Floor  
Chicago, IL 60606

Dear Ms. Realmo:

Please begin collection of photographic evidence of traffic violations for enforcement at the three red light cameras in Tinley Park as of today's date.

Thank you.

Sincerely,

A handwritten signature in black ink that reads "Steven Neubauer".

Steven Neubauer  
Chief of Police

acg



# Interoffice Memo

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**Date:** February 28, 2020  
**To:** Committee of the Whole  
**From:** David Niemeyer, Village Manager  
**Subject:** Cannabis

We would like to have a follow up discussion on the cannabis issue. As you know, on December 17, 2019 the Village Board adopted an ordinance establishing a moratorium on cannabis business establishments. The moratorium lasts until November 1, 2020 or until the Village Board passes other regulations pertaining to recreational cannabis businesses.

The Board then asked that a postcard be sent to all Tinley Park households directing them to a survey concerning cannabis. The survey results indicated that 51.53% of the residents that responded were in favor of legalizing the sale of cannabis within Tinley Park, 48.47% were against this.

The Board should give staff direction:

- Does the Board wish to continue the moratorium?
- If no, the Board should direct staff to move forward with appropriate zoning, taxing and licensing changes to allow adult use cannabis.

The staff would recommend the following, based on the Board agreeing to move forward with allowing dispensaries for adult use cannabis:

- Zoning - Duvan Drive as one area and there may be others.
- Taxing - an ordinance be drafted imposing a tax of 3% on all dispensaries' gross receipts.
- Licensing - an ordinance developing licensing procedures for dispensaries be created.



**ATTORNEY-CLIENT PRIVILEGED  
MEMORANDUM**

**TO:** Village of Tinley Park

**FROM:** PJM/dspale@pjmchicago.com

**DATE :** February 26, 2020

**SUBJECT:** Schedule for Video Gaming Fees/Licenses

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The Village of Tinley Park (“Village”) is considering certain amendments to §132.23 of its Tinley Park Municipal Code pertaining to Video Gaming. The proposed amendments would create a fee and licensing schedule for licensed establishments to permit video gaming and for terminal operators that operate video gaming terminals in the Village. Many municipalities across Illinois which permit video gaming have a similar regulatory scheme. Accordingly, this schedule would enhance the Village’s ability to monitor and regulate video gaming.



**ATTORNEY-CLIENT PRIVILEGED  
MEMORANDUM**

**TO:** Village of Tinley Park

**FROM:** PJM/dspale@pjmchicago.com

**DATE :** February 26, 2020

**SUBJECT:** Amusement Tax Ordinance

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The Village of Tinley Park (“Village”) pursuant to its home rule authority in conjunction with the applicable sections of the ILCS, is considering an amusement tax on the privilege of participating in the amusement of playing a video gaming terminal, as defined in the Video Gaming Act, at the rate of \$0.01 per play (“Push Tax”). As such, a Push Tax Ordinance would impose and regulate the implementation, collection, and remittance of the Push Tax and also establish certain penalties for the failure to adhere to the Ordinance. In addition, video gaming terminal operators would be required to provide reports to the Village that adequately show the collection and remittance amounts that are to be provided to the Village. Accordingly, the Push Tax will provide revenue for the general health, safety, and welfare of the Village and its residents and may lower incidences of gambling.



# Interoffice Memo

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**Date:** February 27, 2020

**To:** Village Board

**From:** Pat Carr, Asst. Village Manager/Director EM and 911 Communications

**CC:** Dave Niemeyer, Village Manager

**Subject:** Law Enforcement Multi-Jurisdictional Intergovernmental Agreement

The Village of Tinley Park is entering into a Multi-Jurisdictional Crime Enforcement Intergovernmental Agreement (IGA) with surrounding municipalities, Cook County Sheriffs Police and Illinois State Police. The purpose of this agreement is to pool resources together to actively deter and respond to different criminal activities within the Village of Tinley Park and neighboring municipalities.

Staff is requesting Committee and Board approval of this Law Enforcement IGA to enhance the Law Enforcement capabilities of the Tinley Park Police Department and supporting agencies.

**PUBLIC  
COMMENT**

**ADJOURNMENT**