### **NOTICE OF**

### **STANDING COMMITTEES**

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

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

### Public Works Committee Public Safety Committee Community Development Committee

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

Kristin A. Thirion Clerk Village of Tinley Park

### **NOTICE OF A MEETING**

### **OF THE PUBLIC SAFETY COMMITTEE**

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

The agenda is as follows:

- 1. OPEN THE MEETING.
- 2. CONSIDER APPROVAL OF THE MINUTES OF THE PUBLIC SAFETY COMMITTEE MEETING HELD ON JUNE 12, 2018.
- 3. RECEIVE UPDATE ON FIRE STATION 47 CONSTRUCTION.
- 4. DISCUSS CIVIL ENGINEERING CONTRACT WITH CHRISTOPHER B. BURKE ENGINEERING, LTD. FOR FIRE STATION 47 CONSTRUCTION.
- 5. RECEIVE COMMENTS FROM THE PUBLIC.

ADJOURNMENT

KRISTIN A. THIRION VILLAGE CLERK

### MINUTES Public Safety Committee June 12, 2018 - 6:30 p.m. Village Hall of Tinley Park – Council Chambers 16250 S. Oak Park Avenue Tinley Park, IL 60477

Members Present:	<ul><li>W. Brady, Chairman</li><li>M. Glotz, Village Trustee</li><li>B. Younker, Village Trustee</li></ul>
Members Absent:	None
Other Board Members Present:	J. Vandenberg, President - Arrived 7:06 p.m. K. Thirion, Village Clerk - Arrived 7:07 p.m. M. Pannitto, Village Trustee C. Berg, Village Trustee - Arrived 7:03 p.m.
Staff Present:	<ul> <li>D. Niemeyer, Village Manager</li> <li>P. Carr, Assistant Village Manager</li> <li>F. Reeder, Fire Chief</li> <li>C. Faricelli, Interim Police Chief</li> <li>J. Urbanski, Assistant Public Works Director</li> <li>P. Connelly, Village Attorney</li> <li>L. Godette, Deputy Village Clerk</li> <li>L. Carollo, Commission/Committee Secretary</li> </ul>

Item #1 - The Public Safety Committee Meeting was called to order at 6:45 p.m.

### Item #2 – CONSIDER APPROVAL OF THE MINUTES OF THE PUBLIC SAFETY

<u>COMMITTEE MEETING HELD ON MAX 8, 2018</u> – Motion was made by Trustee Younker, seconded by Trustee Glotz, to approve the minutes of the Public Safety Committee Meeting held on May 8, 2018. Vote by voice call. Chairman Brady declared the motion carried.

### Item #3 – DISCUSS SECONDARY FACILITY AND SCOPE DISCUSSION FOR FIRE STATION

 $\frac{#2}{2}$  - An update of ongoing discussions with the design and construction teams regarding the relocation plan for crews and equipment from Station 47 during demolition and construction of the existing structure was presented. Many potential temporary sites for relocation during construction were analyzed; however, a site could not be located for both EMS and fire responses to attain response time goals of 4 to 6 minutes within the Village. Therefore, it is felt the best temporary solution available would be to begin design and construction of a new parking lot/driveway for the new station on the east side of the existing station and to erect a shelter and construction trailer in order to maintain EMS and fire response time goals.

Two options were presented in acquiring and utilizing a shelter and construction trailer:

- 1. Purchase a C-span tent structure and lease a construction trailer. Estimated cost would be \$125,000 plus options, costing approximately \$80,000 for heat, lighting, electric doors and engineering for weather durability.
- 2. Lease a temporary firehouse structure and construction trailer and release them to the renter when construction is completed. Estimated cost would be \$163,000.

Staff recommends option 1, purchasing a C-span tent structure and leasing a construction trailer for continued use of the temporary structure after construction is completed.

The Public Safety Committee received a copy of purchasing options labeled Exhibit A, B, C and D. Exhibit D is a \$20,000 increase for lease to own. Further discussion included: The temporary structure would be constructed on the Village-owned empty lot east of the current building, which would be a parking area after construction is completed. The current empty lot is sufficient for this purpose. The C-span temporary structure would house a fire engine, ambulance and a few service vehicles. Of note, the 12-month leased bunkhouse trailer would be a flat rate across all purchasing options of \$60,000. Installation of the temporary structure would take approximately 7 to 10 days.

Motion was made by Trustee Younker, seconded by Trustee Glotz, to recommend purchasing a C-span tent structure and leasing a construction trailer with Exhibit D purchasing option be placed on the agenda for the next Village Board meeting. Vote by voice. Chairman Brady declared the motion carried.

<u>Item #4 – DISCUSS POLICE COMMANDER ORDINANCE</u> - The Village is looking to fill the Police Commander position and replacing the position of Deputy Police Chief with the Police Commander position. The current code requires the Police Commander position be filled through the Civil Service Commission; however, this is an upper management position and typically would not be hired through the Civil Service Commission. Additionally, the Civil Service Commission process is extensive and could take several months to complete.

Recommendation is to change Ordinance No. 2013-O-040 at the next Village Board Meeting, adding the Police Commander position to the list of positions not requiring recruitment through the Civil Service Commission.

The Public Safety Committee received a copy of the ordinance for review. In further discussion it was explained the job description of the Police Commander would be a combination of education and experience. Currently, recruitment for the position is internal. The Police Commander is a position recommended per the Police Staffing Study and would require a change to the current code.

Motion was made by Trustee Younker, seconded by Chairman Brady, to recommend Police Commander Ordinance be placed on the agenda for the next Village Board meeting. Vote by voice. Chairman Brady declared the motion carried.

**Item #5 – RECEIVE COMMENTS FROM THE PUBLIC** - Nancy O'Connor asked for clarification on the criterion for the Police Commander position. Concern was raised if a candidate of a lesser rank were to fill the position there may be animosity within the Police Department. Ms. O'Connor stated she hopes the position would be given to the most qualified and experienced individual. Trustee Pannitto suggested a testing assessment implementation as another tool to aid in determining the most appropriate candidate for the Police Commander position. Diane Galante stated a standardized test should be implemented and agreed with Trustee Pannitto's suggestion. Chairman Brady asked if there were any other comments. No one came forward.

### ADJOURNMENT

Motion was made by Trustee Younker, seconded by Trustee Glotz, to adjourn this meeting of the Public Safety Committee. Vote by voice call. Chairman Brady declared the motion carried and adjourned the meeting at 7:13 p.m.

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Date:	September 6, 2018
То:	David Niemeyer, Village Manager Forest Reeder, Fire Chief
From:	John Urbanski, Assistant Public Works Director
Subject:	Fire Station #2/#47 Update & Budget Discussion

Presented for September 11<sup>th</sup>, 2018 Public Safety Committee for discussion and possible action.

### **Description:**

Based on the current status of Fire Station design and construction cost estimating a preliminary budget was discussed. As seen in the attached spreadsheets, utilizing current bid awards from similar Chicagoland fire station projects and quotes received on unit costs R.C. Wegman has created the rough estimate of project budget. Along with the project budget we have offered possible cost savings measures to be utilized towards a savings of this amount.

Staff has discussed each savings option and weighed the current and future advantages and disadvantages of each. Based on these discussions, it is staff's recommendation to continue with the planning and design process of the fire station whilst removing the amenities in savings options #1 and #7:

- Option #1 removes 3 of the improved bi-fold style doors apparatus doors and replaces them with the traditional roll up doors at a savings of approximately \$93k.
- Option #7 removes the purchase and lease of temporary structures designed to house apparatus and manpower on site during the construction period at a savings of approximately \$220k.

### **Staff Direction Request:**

- 1. Approve preliminary construction budget and cost savings measures as proposed.
- 2. Receive status update from R.C. Wegman, FGM Architects
- 3. Direct staff as necessary.

### <u>Attachments:</u>

1. Draft budget and cost savings option spreadsheet



### R.C. Wegman Construction Company **Tinley Park Fire Station #47** Preliminary SD Budget - August 31, 2018

	DESCRIPTION SOFT COSTS	MATERIAL	LABOR	SUBCONTRACT	TOTAL	
	A&E Selection Process Design Pre-Constrction Phase			\$7,968 \$21,180		
	Post-Construction Closeout Architectural Fee			\$4,800 \$270,000	\$4,800 \$270,000	
	Civil Engineering Fee Tinley Park Permit Fees			\$82,000	\$82,000 \$0	
	Sanitary Fees- MWRD Tinley Park Engineering Review				\$0 \$0	
	Communication Engineer Consultant Geotechnical Testing			\$30,000 \$4,200	\$30,000 \$4,200	
	CCDD Sampling and Testing Testing Allowance			\$2,000 \$10,000	\$2,000 \$10,000	
	Survey Allowance Utility Connection Fees (ComEd, Nicor, Comcast, Fiber)			\$10,000 \$75,000	\$10,000 \$75,000	
	Hazardous Material Survey Allowance Abatement Allowance			\$3,500 \$15,000	\$3,500 \$15,000	
	Temporary Living Trailer (12 Month Lease) Mahaffey Structure (Lease, Set-up + Buy Rate)			\$60,000 \$136,300	\$60,000 \$136,300	\$6,400 per month, \$34,500 Delivery+Install, Buyout-\$25,000
	Utility Hook-up to Temporary Sewer Utility Hook-up to Temporary Electric			\$20,895 \$3,000	\$20,895 \$3,000	
	Utility Hook-up to Temporary Water FF&E Allowance	\$80,000	BY OWNER		\$0 \$80,000	
	Park District Bin Storage Excavation			\$15,000	\$0 \$15,000	
	Furnish and Install Concrete Blocks Concrete - 10" slab on grade with welded wire mesh and a spray liquid cure (5700 SF @ \$8.30)			\$50,000 \$47,310	\$50,000 \$47,310	
	Fences and Gates			\$10,000	\$10,000	
	TOTAL				\$958,153	
	CONSTRUCTION COSTS					
	Building Demolition Allowance Earthwork and Foundation Excavation (assumes grade is flat no grades provided yet)			\$50,000 \$257,915	\$50,000 \$257 915	Kane County Excavating 257915
02500	Asphalt Paving (770 SY @ \$32.50 / SY) Concrete Paving (12660 SF @ \$8.30 / SF)			\$257,915 \$25,025 \$105,078	\$25,025	Abbey Paving 29.60 Abbey Paving 8.30
02521	Curciente Parling (12000 SF @ \$6.30 / SF) Curbing (945 LF @ \$22.30 / LF) Site Concrete (1938 SF @ \$8 / SF)			\$105,078 \$21,074 \$15,504	\$21,074	Abbey Paving 8.30 Abbey Paving 22.30 Abbey Paving 8
02580	Site Concrete (1938 Sr @ \$6 / Sr) Pavement Marking Site Utilities			\$15,504 \$3,000 \$116,105		Abbey Paving 3000
02830	Site Onlines Fences & Gates (@ Trash Enclosure, Generator and Property Line) Construction Fence			\$116,105	\$116,105 \$15,000 \$2,500	
02900	Landscaping			\$90,000	\$90,000	Twin Oaks 90000
03410	Building Concrete Precast Planks (4100 SF 12", 585 SF 8") Masonry - Building			\$370,000 \$58,380 \$460,417	\$58,380	Abbey Paving 370000 Strescore 58380 Midwest Masonry 460417
04100	Masonry - Monument Sign			\$12,000	\$12,000	Midwest Masonry 12000
04100	Masonry - Trash Enclosure and Generator Enclosures Masonry - Patio Screen Wall ( 5' tall)			\$10,000 \$14,640	\$14,640	Midwest Masonry 10000 Midwest Masonry 31394
05450	Cold-Formed Metal Framing (@ Office / Residential) (4136 SF + 700 SF elevator shaft @ \$20.45 / SF) Metal Trusses (24" oc = \$7.50 / SF 48" oc = \$5.25, need structural metal deck) (assuming 11,500 SF)	\$86,250	\$55,000		\$141,250	Doherty 20.45 Cascade Manufacturing 86250, Osman 55000
05510	Structural Steel Metal Stairs	INCL w/ 05510		\$105,000	\$0	McKinney Steel 105000
05512	Galvanized Open Grate Ships Ladder (@ Mezzanine) Pipe Bollards	INCL w/ 05510 INCL w/ 05510			\$0 \$0	
05513 05514	Elevator Hoist Beam Lintels	INCL w/ 05510 INCL w/ 05510			\$0 \$0	
	Handrails & Railings Rough Carpentry (3/4" Fire Treated Roof Sheathing, Wood Blocking) (12,494 SF @ \$3.76)	INCL w/ 05510		\$46,977	\$0 \$46,977	Osman 3.76
	Architectural Woodwork Waterproofing (Spray On w/ Protection Membrane and Insulation @ Basement) (278 LF x 9' = 2502 SF @ \$1.75)			\$72,000 \$4,379	\$72,000 \$4,379	
	Air Barrier (Spray On @ CMU and Plywood, 7,600 SF @ \$5.75) Rigid Insulation at Masonry (7,600 SF @ \$4.00)			\$43,510 \$30,268		Midwest Masonry 5.75 Midwest Masonry 4
	Insulation (18" Batt Insulation w/ Continuous FSK Vapor Barrier at Underside of Trusses) (9984 SF @ \$1.75) Insulation (1" Spray Foam @ Cold-Formed Bearing Walls) (4136 SF @ \$1.75)			\$17,472 \$7,238		Osman 1.75 Doherty 1.75
	Roofing (30 Year Architectural Shingles over Continuous Ice and Water Shield) Aluminum Gutters, Downspouts, Soffit, Fascia, Sheet Metal Flashing & Trim	INCL w/ 07310		\$120,000	\$120,000 \$0	
08100	Sealants Doors & Frames (20 Doors @ \$1750 per Door, Frame and Hardware) (Install @ \$456)	INCL w/ Trades \$35,000	\$9,120		\$0 \$44,120	Osman 456 install
	(3) Four-Fold Doors by Door Engineering (14' x 16') (2) Sectional Overhead Doors (100,000 cycle Raynor w/ (2) Sections Full Vision Lites) (14' x 14')			\$116,275 \$19,150	. ,	House of Doors 116275 House of Doors 19150
	Aluminum Storefront Aluminum Clad Wood Windows, Awning, Fixed	INCL w/ 08400		\$70,000	\$70,000 \$0	
08700 08800	Hardware Glazing	INCL w/ 08100 INCL w/ 08400			\$0 \$0	
09260 09260	Gypsum Board Systems - Interior Partitions (3-5/8" studs, gyp both sides, batts) (5775 SF @ \$9.35) Gypsum Board Systems - Interior Furring (furring studs, gyp one side) (618 SF @ \$3.75)			\$53,996 \$2,318		Doherty 9.35 Doherty 3.75
09260	Gypsum Board Systems - Underside of Trusses (4562 SF @ \$7.10) Gypsum Board Systems - Ceilings (51 SF at Showers @ \$6.00)			\$32,390 \$306		Doherty 7.10 Doherty 6
09510	Ceramic Tile (3 Shower/Toilet Rooms & 1 Toilet Room (except at showers) 9' high, \$4.10 material allowance) Acoustical Ceilings (4135 SF)			\$18,950 \$28,945		Douglas Flooring 18950 Just Rite \$7/SF
	Carpet Tiles (Allowance: \$38 / SY) Vinyl Base			\$12,450 \$2,825		Douglas Flooring 12450 Douglas Flooring 2825
09695	Rubber Flooring (1/2" Rubber Floor Tiles @ Exercise Room) Rubber Stair Treads w/ 6" Vinyl Base on Risers & Rubber Tile at Landings			\$6,975 \$8,000	\$6,975	Douglas Flooring 6975 Douglas Flooring 8000
09700	Epoxy Flooring (Tnemec Epoxy Quartz @ Apparatus Bay) (4874 SF @ \$8.25) Epoxy Flooring Cove Base (Tnemec Epoxy Quartz 4' Cove) (566 LF @ \$15.95)			\$40,211 \$9,028	\$40,211	CCI 40211 CCI 9028
09700	Epoxy Flooring (Tnemec Epoxy Fleck Flooring @ House Areas) (1219 SF @ \$8.25) Tectum Panels (@ Underside of Trusses in Apparatus Bay) (4767 SF)			\$10,057 \$95,340	\$10,057	CCI 10057 Just Rite \$20 / SF
09900	Painting Painting Custon Printed Vinyl Wall Covering @ (2) Accent Walls			\$45,000 \$3,000		Nedrow 45000
10100	Marker Boards / Tack Boards Flag Poles (1) 25' and (2) 20' (\$1500 x 3, \$1200 install x 3)	B \$4,500	Y OWNER / FF8 \$3,600		\$0	Osman 1200 install
10400	Interior Signage (Takeform) Exterior Signage (Cast Aluminum Letters and Logo, LED Backlit Channel Number @ Tower, Plaque)	÷ 1,000	\$3,000	\$5,000 \$10,000	\$5,000 \$10,000	
10450	Plastic Laminate Lockers GearGrid Turnout Lockers	\$10,000 REMOVED AN	\$3,200 ND REINSTALLE		\$13,200	GridGear 8683
10520	Stre Extinguisher Cabinets (Fire Extinguishers BY OWNER) Steel Cage Storage Units in Basement (8' high)	\$300	\$400 SY OWNER / FF8	-	\$700	Acorn Wire 18025
10800	Toilet Accessories (Grab Bars, Shower Rods, Hooks, Mirrors) Residential Appliances	\$3,500			\$5,100 \$0	
12500	Window Treatments Elevator		Y OWNER / FF8		\$0 \$0 \$50,000	
15300	Fire Protection (\$4.00 per SF - AFS #7) (14060 SF + 542 SF under Mezzanine) Plumbing			\$50,000 \$58,408 \$250,750	\$58,408	Stanton 225000 + 25750 for Basement
15500	HVAC (\$23.35 per SF - AFS #7) (14060 SF) Electrical			\$230,730 \$328,301 \$505,000	\$328,301	J Hamilton 480000 + 25750 for Basement
16150	Generator Fire Alarm (Complete System)	INCL w/ 16100		\$140,000		J Hamilton 140000
16730	Security System (Conduit and Wiring Only; Cameras and Devices Installed by VoTP) Low-Voltage (Conduit and Wiring Only; Devices Installed by VoTP)	INCL w/ 16100 INCL w/ 16100 INCL w/ 16100			\$0 \$0 \$0	
16800	Alerting System (Conduit and Wiring Only; Devices Installed by VoTP) Alerting System (US Digital)	INCL w/ 16100	Y OWNER / FF8	F	\$0 \$0 \$0	
	Alerting System (US Digital) Site Conditions	В			\$0 \$0 \$208,800	
	Construction Cost				\$4,516,322	
	Construction Managers Fee 3% General Conditions Fee 4.5%				\$135,490 \$203,234	
	Insurance 1% Bond 1%				\$45,163 \$45,163	
	5% Contingency Construction Total				\$225,816 <b>\$5,171,188</b>	
	Soft Cost Total				\$958,153	
	Project Total				\$6,129,341	
		Î.	1	1	φ0,129,341	1

	ALTERNATE 1 - OVERHEAD DOORS (2 SECTIONS FULL VISION LITE DOORS IN LIEU OF FOUR-FO	LD DOORS)		
DEDUCT	(3) Four-Fold Doors by Door Engineering (14' x 16')	-\$116,275	-\$116,275	
ADD	(3) Sectional Overhead Doors (100,000 cycle Raynor w/ (2) Sections Full Vision Lites) (14' x 16')	\$34,725	\$34,725	
		SUBTOTAL	-\$81,550	
	Construction Managers Fee 3%		-\$2,447	
	General Conditions Fee 4.5%		-\$3,670	
	Insurance 1%		-\$816	
	Bond 1%		-\$816	
	5% Contingency		-\$4,078	
	TOTAL	DEDUCT	-\$93,375	

	ALTERNATE 2 - REMOVE "LEAN TO" (SCBA UNIT, LAUNDRY, TURN OUT LOCKERS AREA)			
DEDUCT	Disciplines utilized in figuring square footage pricing for this first floor area: Building Concrete 295000,	-\$66,196	-\$66,196	
	Masonry 460417, Metal Trusses 141250, Roof Sheathing 46977, Air Barrier 43510, Rigid Insulation 30268,			
	18" Batt Insulation 17472, Roofing 120000, Epoxy Flooring 40211, Epoxy Cove Base 9028, Tectum Panels			
	95340, Painting 45000 = 1344473 / 10050 AF = \$134 / SF (494 SF Removed = -\$66196)			
DEDUCT	Fire Protection (minimal piping and a couple of sprinkler heads)	-\$5,000	-\$5,000	
DEDUCT	HVAC (minimal duct work and supply/returns)	-\$2,500	-\$2,500	
DEDUCT	Electrical (minimal outlets and light fixtures)	-\$5,000	-\$5,000	
		SUBTOTAL	-\$78,696	
	Construction Managers Fee 3%		-\$2,361	
	General Conditions Fee 4.5%		-\$3,541	
	Insurance 1%		-\$787	
	Bond 1%		-\$787	
	5% Contingency		-\$3,935	
	TOTAL	DEDUCT	-\$90,107	

	ALTERNATE 3 - REMOVE (1) APPARATUS BAY			
DEDUCT	Disciplines utilized in figuring square footage pricing for this first floor area: Building Concrete 295000,	-\$177,744	-\$177,744	
	Metal Trusses 141250, Roof Sheathing 46977, 18" Batt Insulation 17472, Roofing 120000, Epoxy Flooring 40211			
	Epoxy Cove Base 9028, Tectum Panels 95340, Painting 45000, Plumbing 250750, HVAC 328301			
	= 1389329 / 10050 SF = \$138 / SF (1288 SF Removed = -\$177744)			
DEDUCT	(2) Curved Structural Steel Lintels @ Overhead Doors	-\$12,000	-\$12,000	
DEDUCT	(6) Bollards	-\$2,700	-\$2,700	
DEDUCT	Overhead Doors: (1) Four-Fold Door, (1) Sectional w/ (2) Sections Full Vision Lites	-\$48,333	-\$48,333	
DEDUCT	Fire Protection (minimal piping and a couple of sprinkler heads)	-\$5,000	-\$5,000	
DEDUCT	Electrical (light fixtures)	-\$5,000	-\$5,000	
		SUBTOTAL	-\$250,777	
	Construction Managers Fee 3%		-\$7,523	
	General Conditions Fee 4.5%		-\$11,285	
	Insurance 1%		-\$2,508	
	Bond 1%		-\$2,508	
	5% Contingency		-\$12,539	
	TOTAL	DEDUCT	-\$287,140	

	ALTERNATE 4 - BUNK ROOM REDUCTION			
DEDUCT	Disciplines utilized in figuring square footage pricing for this first floor area: Building Concrete 295000, Precast	-\$166,600	-\$166,600	
	Planks 51090, Masonry 460417, Cold-Formed Metal Framing 98896, Metal Trusses 141250, Roof Sheathing 46977			
	Air Barrier 43510, Rigid Insulation 30268, 18" Batt Insulation 17472, Spray Foam Insulation 7238, Roofing 120000,			
	Gypsum Board Partitions 53996, Gypsum Board Underside of Trusses 32390, Ceramic Tile 18950, Acoustical			
	Ceilings 28945, Carpet Tiles 12450, Vinyl Base 2825, Epoxy Flooring 10057, Painting 45000, Toilet Accessories			
	5100, Fire Protection 58408, HVAC 328301, Electrical 480000 = 2388540 / 10050 = \$238 / SF			
	(700 SF Removed Residential @ \$238 / SF = -\$166600)			
DEDUCT	(610 SF Removed Basement @ \$107 / SF = -\$65270)	-\$65,270	-\$65,270	
DEDUCT	(1) Door, Frame & Hardware	-\$2,206	-\$2,206	
DEDUCT	(1) Window	-\$1,200	-\$1,200	
		SUBTOTAL	-\$235,276	
	Construction Managers Fee 3%		-\$7,058	
	General Conditions Fee 4.5%		-\$10,587	
	Insurance 1%		-\$2,353	
	Bond 1%		-\$2,353	
	5% Contingency		-\$11,764	
	TOTAL	DEDUCT	-\$269,391	

	ALTERNATE 5A - REMOVE DRIVE THROUGH BAYS			
DEDUCT	Concrete Paving (approx. 5200 SF @ \$8.30)	-\$43,160	-\$43,160	
	Concrete Curbing (approx 200 LF @ \$22.30)	-\$4,460	-\$4,460	
ADD	Topsoil Spread (585 SY @ \$8)	\$4,680	\$4,680	
ADD	Seed and Blanket (585 SY @ \$3)	\$1,755	\$1,755	
DEDUCT	(2) 14' x 14' Overhead Doors	-\$19,150	-\$19,150	
DEDUCT	Electrical Associated w/ Overhead Doors	-\$1,000	-\$1,000	
ADD	Masonry - 392 SF 10" CMU @ \$22.50	\$8,820	\$8,820	
ADD	Masonry - 392 SF Rigid Insulation @ \$4	\$1,568	\$1,568	
ADD	Masonry - 392 SF Air Barrier @ \$5.75	\$2,254	\$2,254	
ADD	Masonry - 308 SF Stone @ \$42.65	\$13,136	\$13,136	
ADD	Masonry - 84 SF Brick @ \$25.50	\$2,142	\$2,142	
		SUBTOTAL	-\$33,415	
	Construction Managers Fee 3%		-\$1,002	
	General Conditions Fee 4.5%		-\$1,504	
	Insurance 1%		-\$334	
	Bond 1%		-\$334	
	5% Contingency		-\$1,671	
		TOTAL	-\$38,260	
	ALTERNATE 5B - REMOVE PARK DISTRICT STORAGE BINS			
DEDUCT	Excavation	-\$15,000	-\$15,000	
DEDUCT	Furnish and Install Concrete Blocks	-\$50,000	-\$50,000	
DEDUCT	Concrete - 10" slab on grade with welded wire mesh and a spray liquid cure (5700 SF @ \$8.30)	-\$47,310	-\$47,310	
DEDUCT	Fences and Gates	-\$10,000	-\$10,000	
		SUBTOTAL	-\$122,310	
	Construction Managers Fee 3%		\$0	
	General Conditions Fee 4.5%		\$0	
	Insurance 1%		\$0	
	Bond 1%		\$0	
	5% Contingency		\$0	
		TOTAL	-\$122,310	
	TOTAL ALTERNATE 5A & 5B	DEDUCT	-\$160,570	

	ALTERNATE 6 - REMOVE BASEMENT (4010 SF)			
DEDUCT	Excavation	-38,492	-\$38,492	
DEDUCT	Concrete	-75,000	-\$75,000	
DEDUCT	Precast Planks (4100 SF 12")	-51,090	-\$51,090	
DEDUCT	Structural Steel (Columns and Beams Supporting Precast Planks)	-9,500	-\$9,500	
DEDUCT	Metal Stairs	-19,000	-\$19,000	
DEDUCT	Elevator Hoist Beam	-1,800	-\$1,800	
DEDUCT	Handrails and Railings	-4,100	-\$4,100	
DEDUCT	Waterproofing (Spray On w/ Protection Membrane and Insulation @ Basement) (278 LF x 9' = 2502 SF @ \$1.75)	-4,379	-\$4,379	
DEDUCT	(4) Doors, Frames & Hardware	-8,824	-\$8,824	
DEDUCT	Rubber Stair Treads w/ 6" Vinyl Base on Risers & Rubber Tile at Landings	-8,000	-\$8,000	
DEDUCT	Elevator	-50,000	-\$50,000	
	Fire Protection (\$4.00 per SF - AFS #7) (4010 SF)	-16,040	-\$16,040	
DEDUCT	Plumbing	-25,750	-\$25,750	
DEDUCT	HVAC (\$23.35 per SF - AFS #7) (4010 SF)	-93,634	-\$93,634	
DEDUCT	Electric	-25,000	-\$25,000	
		SUBTOTAL	-\$430,609	(\$107 / SF)
	Construction Managara Fac. 20/		-\$12,918	
	Construction Managers Fee 3%		. ,	
	General Conditions Fee 4.5%		-\$19,377	
	Insurance 1% Bond 1%		-\$4,306	
	5% Contingency		-\$4,306 -\$21,530	
			-φ21,550	
	TOTAL	DEDUCT	-\$493,047	

	ALTERNATE 7 - REMOVE TEMPORARY STRUCTURES			
DEDUCT	Temporary Living Trailer (12 Month Lease)	-\$60,000	-\$60,000	
DEDUCT	Mahaffey Structure (Lease, Set-up + Buy Rate)	-\$136,300	-\$136,300	
DEDUCT	Utility Hook-up to Temporary Sewer	-\$20,895	-\$20,895	
DEDUCT	Utility Hook-up to Temporary Electric	-\$3,000	-\$3,000	
	Utility Hook-up to Temporary Water	BY OWNER		
		SUBTOTAL	-\$220,195	
	Construction Managers Fee 3%		\$0	
	General Conditions Fee 4.5%		\$0	
	Insurance 1%		\$0	
	Bond 1%		\$0	
	5% Contingency		\$0	
		1		
	TOTAL	DEDUCT	-\$220,195	



CONSTRUCTION MANAGEMENT + GENERAL CONTRACTOR + DESIGN BUILD

750 Morton Avenue Aurora, Ililnois 60506

Phone: +1 630 844 3000 Fox: +1 631 844 3003

WWW.ROWEGMAN.COM

MEMO:

Village of Tinley Park Fire Station #47 Project Update September 11, 2018

- 1. Floor Plan and Square Footages established based on Tinley Park Fire Department future needs. The floorplan is modeled after Lockport Fire Station #1. (Floor Plan Attached)
- 2. Christopher Burke Engineering has established Site Layout for project and has an application into MWRD regarding storm water management. (Site Layout Attached)
- Established a Preliminary Schematic Design Budget. Please note that this is a preliminary budget that is based on the floor plan, rendering and narrative by FGM Architects. (Floor Plan, Rendering and Narrative Attached) At this point it is our best estimation given the amount of information at hand. Once drawings are developed, the budgets will be get more defined.
- 4. Christopher Burke Engineering developed a civil drawing for the parking lot and underground utilities for the project. R.C. Wegman Construction is creating work scopes for the project and will go through the Village of Tinley Park to advertise the opportunity to bid the parking lot and site utilities work on September 13, with Bid Due on September 27<sup>th</sup>. We plan to have a recommendation to the board by October 9<sup>th</sup> for this 1<sup>st</sup> phase of the project.







**TINLEY PARK FIRE STATION #47** 

# **TINLEY PARK FIRE STATION #47**



RENDERING

# FGM ARCHITECTS © 2018 FGM ARCHITECTS, INC.





Date:	September 6, 2018
То:	David Niemeyer, Village Manager
From:	John Urbanski, Assistant Public Works Director
Subject:	Recommendation: Fire Station #2/47 Civil Engineering Contract

Presented for September 11, 2018 PW Committee discussion and action

<u>Description</u>: Per the previously approved contract regarding general design and construction engineering services, Christopher B. Burke Engineering, LTD. has been assisting the Village with numerous civil engineering services and project management. With the prior approval of architectural services assigned to FGM for construction of fire station #2/47 the coordination with a civil engineer is required to implement services with the construction. Burke Engineering would assist with topography design, utility coordination, watershed management, and document preparation for submittal with regulatory departments. These services will be done collectively with the previously selected Construction Management firm (R.C. Wegman), FGM, and Village of Tinley Park representatives to construct the replacement fire station and would be required to properly execute the scope of work contained within the contract documents.

<u>Background</u>: Public Works has requested Christopher B. Burke Engineering, LTD. to handle all civil engineering requirements for Fire Station #2/47 construction.

Christopher B. Burke Engineering, LTD. Rosemont, Illinois \$82,100.00

<u>Budget/ Finance</u>: Funding for is available in approved FY18 Budget.

<u>Staff Direction Request</u>: Approve a professional services contract with Christopher B. Burke Engineering, LTD. in the amount not to exceed \$82,100.00

<u>Attachments</u>:

1. Proposal for Professional Engineering Services for the New Fire Station Facility.





CHRISTOPHER B. BURKE ENGINEERING, LTD. 9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

September 5, 2018

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

Attn: Mr. John Urbanski Assistant Director of Public Works

Subject: Proposal for Professional Engineering Services for the New Fire Station #47 Facility

Dear Mr. Urbanski:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to submit this proposal for professional engineering services related to the site design for the new Fire Station facility which will be located at the southeast corner of 167<sup>th</sup> Street and Parliament Avenue. Below is our Understanding of the Assignment, Scope of Services and Estimate of Fee.

### UNDERSTANDING OF THE ASSIGNMENT

We understand that Tinley Park would like to move forward developing a new Fire Station facility on the same property as the existing Fire Station. A temporary structure will be erected under a separate contract for the emergency vehicles on what will eventually become the parking lot for the new building. The future parking lot will also contain a living quarters trailer for the firefighters while the new building is being constructed. Final site layout is still pending due to existing utility locations. It is our understanding that this parking lot and the associated utilities for the temporary trailer must be permitted and constructed in the 2018 construction season. The permitting of the remainder of the site will follow after the parking lot is constructed. Although floodplain does exist on the site, no encroachments into the floodplain are proposed.

Based on our understanding of the project, the new Fire Station will be a two-story structure with a basement and will include the following site features: new concrete apron out to 167<sup>th</sup> Ave, concrete drive extending into the Park District property at the south of the building for pull through access to the new station, material storage yard for the Park District that will be located east of the fitness playground, and a parking lot for employees and visitors. It shall be noted that the development of the material storage yard and salt storage may be designed separately as the project goes through District permitting. CBBEL will be responsible for the design and permitting of the parking lot, site grading, sidewalks, site utilities (water, sanitary, storm) to within five feet (5') of the face of building, dry utility coordination for the relocation of existing utilities disrupted by the building layout, and stormwater volume control. Soil borings and soil analysis is being contracted separately through the Village.

It is our understanding that the Village of Tinley Park wants to relocate the existing underground dry utilities from their existing locations to remove any conflicts with the proposed building addition footprint. ComEd, AT&T, Wide Open West and Comcast appear to currently have facilities located in these locations. CBBEL will need to coordinate this work with the utility companies through coordination meetings and provide the utility companies with guidance as to where the proposed infrastructure can be placed with preferential alignments and above grade equipment placement such as transformers, switch boxes, splice pits, structures and pedestals.

Based on the proposed required equipment shown on plans to be prepared by each utility company, CBBEL will prepare construction plans and details showing the proposed conduit runs for the utility main transmission lines, transformer and switch gear pads, and design the individual service lines which feed the property that are affected by the relocation of the underground utilities.

The proposed plans will be prepared along with contract and bidding documents, and technical specifications that will be advertised and bid by the Village (with assistance from CBBEL) for a standalone contract prior to the utility companies installing their new power, phone and cable lines.

It appears he Village has no recorded utility easements in place, however, proposed easements will be required. Easement documents will be prepared by CBBEL under an additional task service if requested by the Village and recorded at the County and Village. If additional easements need to be prepared, the cost for these easements is approximately \$2,500/parcel or PIN.

It is also understood that Architecture services will be provided by FGM Architects, and that the Village has hired a Construction Manager (CM) to oversee design, contract bidding and construction of the new building and site amenities.

It is anticipated that the Project will be designed and permitted starting in 2018 and construction of the parking lot will occur in 2018 with the building construction completed in 2019.

### SCOPE OF SERVICES

We propose the following scope of services to complete the project:

### TASK 1 - KICK-OFF AND COORDINATION MEETINGS:

Time has been included in the proposal for one kick-off meeting and nine bi-weekly coordination meetings with the Village, the Architect and the CM. A kick-off meeting will be scheduled to discuss with Village staff the proposed project timeline, aspects of the design, and agency coordination. At the kick-off meeting, CBBEL will request all utility information for the project site, record drawings of the existing Fire House, and review the revised concept site development plan that was prepared by the Architect. The nine coordination meetings are anticipated to continue through October 2018. Time has also been included for coordination with FGM Architects and the CM. Additional meetings will be charged at the hourly rate.

### TASK 2 – TOPOGRAPHIC SURVEY:

CBBEL will perform a full topographic survey of the project site. The survey consists of the 4 lots owned by the Village from Parliament to the east. Given the sensitivity to existing dry utilities for this project, CBBEL will pick up JULIE markings after the Village calls in a dig ticket.

To complete this Task, the topographic survey work will include:

<u>Horizontal Control</u>: Utilizing state plane coordinates, CBBEL will set recoverable primary control utilizing state of the art GPS equipment based on NGS Control Monumentation.

<u>Vertical Control</u>: CBBEL will perform a level circuit throughout the entire length of the project establishing benchmarks and assigning elevations to the horizontal control points. This will be based on NGS Control Monumentation (NAVD'88 vertical control datum).

<u>Existing Right-of-Way</u>: CBBEL will establish the approximate existing right-of-way of the roadways within the project limits based on monumentation found in the field, plats of highways, subdivision plats and any other available information.

<u>Topographic Survey</u>: CBBEL will field locate all pavements, driveways, curb and gutters, pavement markings, signs, manholes, utility vaults, drainage structures, utilities, driveway culverts, cross road culverts, etc. within the project limits. Establish all rim and invert elevations, utility sizes & type, depth subterranean structure, etc., at all points of access to below-grade utilities.

<u>Cross Sections</u>: CBBEL will survey cross sections along the project limits at 50' intervals and at all other grade controlling features.

<u>Utility Survey and Coordination</u>: All existing storm and sanitary sewers will be surveyed to determine rim and invert elevations and pipe sizes. Above ground facilities of any additional underground utilities including water main, gas, electric, cable, etc. will also be located. In addition, CBBEL will coordinate with utility owners to retrieve atlas information. In addition, CBBEL will coordinate with JULIE as part of the <u>Utility</u> <u>Coordination</u> Task to retrieve atlas information.

<u>Tree Survey</u>: CBBEL will locate all trees over 6"inches in diameter within the existing right-of-way. The located trees will be identified by size and condition determined as appropriate. Locate within the survey landscape planting beds, screenings, landscape islands or planters, and individual trees of 6" diameter or greater.

Office calculations and plotting of field and record data

Prepare Base Mapping: Drafting of an Existing Conditions Plan at a scale of 1"=20'.

### TASK 3 – UTILITY COORDINATION:

CBBEL will coordinate joint meetings with the utility companies. These meetings will be a combination of field meetings as well as office meetings with all known utilities affected by the project scope. The purpose of these meetings will be to coordinate design efforts by each utility company, discuss costs associated with the work, and to coordinate with the utility companies in preparation and completion of the design drawings. CBBEL will also attend a stakeholder meeting arranged by the Village with the affected businesses and residents.

Based on the information contained in the design drawings provided by each of the affected utility companies, CBBEL will design "For Construction" plans incorporating the proposed conduits and above grade appurtenances required by the utilities to accommodate the proposed main cabling to replicate their existing overhead infrastructure underground. CBBEL will design and prepare plans to facilitate the new secondary services to each of the affected properties. This will include the verification of existing electric service sizes,

providing new conduits, cabling and new or reuse of existing metering devices to receive the underground services from the new utility main infrastructure. The plans and bidding documents will be submitted to the utility companies and the Village for review and approval.

Based on the work described above, an opinion of probable construction cost will be prepared along with a Summary of Quantities. This estimate will only be for the infrastructure to be installed by the Village for the utility companies to locate their utilities. Each utility will have their own costs associated with their project scope which is not included in this task and is assumed to be paid for directly by the Village to the respective utility.

CBBEL will coordinate and attend a pre-bid meeting, answer requests for information (RFI's) prior to bid, attend the bid opening, review and tabulate bids and make a recommendation for award.

### TASK 4 – 50% DESIGN CONSTRUCTION DOCUMENTS:

The final design drawings will include all technical specifications, plan notes, typical sections, site geometrics, utilities, paving, grading, erosion control and landscaping. CBBEL's preparation of the specifications does not relieve the Contractor from responsibility of work quality and compliance with the permitted plans and specifications.

This stage will include the preparation of the following plan sheets (1" = 20'):

General Notes

Include Major Notes Needed to Clarify Project's Intent

Typical Sections

- Complete and Comprehensive
- Covers drive aprons, parking lot(s), volume control improvements
- Clearly Describes Improvements

Summary of Quantities

Alignment, Ties and Benchmarks

Removal Plan

Includes removal of trees, pavement appurtenances, and utilities

Existing Conditions and Proposed Grading

- Horizontal Alignment
- Existing Edges of Pavement, C&G, Shoulders, Driveways, Lighting, Signing, Guardrails, Structures, Etc.
- All Existing Storm Sewers, Manholes, Catch basins, Inlets, Headwalls, Ditches, Etc.
- All Known Utilities Plotted as Accurately as Possible Including Horizontal and Vertical Locations
- Identification, Sizes and Appurtenances on Existing Topography, Existing Drainage
- Proposed edges of Pavement, C&G, Medians, Driveways, Sidewalks and Identifications, etc.
- Proposed Contours

Site Utility Plans

Proposed Storm Sewer, Sanitary Sewer and Water Main

Site Geometric Plans

- Will include layout information for the site amenities
- Will include suggested jointing plan for concrete areas

Erosion Control, and Pavement Marking Plans (1" = 20')

- Includes Soil Erosion and Sediment Control elements
- Proposed pavement markings for parking lots and roadway

Construction Details

The plans, specifications and estimates will be prepared based on IDOT Standard Pay Items and Specifications and commonly used Village pay items. An estimate of construction cost will be submitted to the Village for review along with the preliminary plans and specifications.

### TASK 5 – 75% PRE-FINAL CONSTRUCTION DOCUMENTS:

CBBEL will update all plan sheets to 75% complete level, prepare pre-final technical specifications and update the estimate of construction cost. Any comments received from the Village from their 50% review will be incorporated.

### TASK 6 – 100% CONSTRUCTION DOCUMENTS:

CBBEL will update all plan sheets to 100% complete level (signed and sealed by licensed Professional Engineer in Illinois), prepare final technical specifications following IDOT standards and specifications, and update the estimate of construction cost. Any comments received from the Village and permitting agencies from their 75% review will be incorporated.

### TASK 7 – PREPARATION OF STORMWATER POLLUTION PREVENTION PLAN (SWPPP):

CBBEL will prepare and submit a NOI to the Illinois Environmental Protection Agency (IEPA) for the project site. Also, consultations for clearances will be performed with the Illinois Department of Natural Resources and the Illinois Historic Preservation Agency. In addition, CBBEL will prepare a SWPPP for the project in accordance with Part IV of the General NPDES Permit No. ILR10. Please note that completion of this task will require input from the project engineer and signed certification statements from all contractors, subcontractors, and the operator as identified in the SWPPP. This task also covers the submittal of an electronic copy of the SWPPP to the IEPA. As required by the NPDES Phase II Storm Water Construction General Permit (ILR10), an up-to-date copy of the SWPPP must be maintained on the project site during construction activities.

### TASK 8 – WATERSHED MANAGEMENT PERMIT (WMP) SUBMITTAL:

CBBEL is in the process of obtaining a judgement of the stormwater detention requirements for this project. It is CBBEL's opinion that the project will not require detention due to the size of the property the Village owns and is developing. Due to the proposed site plan that encroaches into the adjacent Park District property, the District may view the project as development on both sites and which triggers detention requirement. Without the results of our WMO inquiry at this time, CBBEL staff will prepare the MWRD WMP application package as if only volume control is required, and no detention is required. This information will include:

- WMO Schedule A
- WMO Schedule B
- WMO Schedule C
- WMO Schedule D

- WMO Schedule K
- WMO Schedule R
- Current survey of property
- WMO Schedule P
- Summary Report
- Signed and sealed engineering plans

CBBEL will create the WMO Permit Application package for submittal to MWRD based on the information generated in the previous tasks and supplied to us as previously noted. It is assumed that no MWRD permit review fee will be required for this project, as it is a municipal project, and is not included in the fee for this task.

### TASK 9 – BIDDING AND CONSTRUCTION SERVICES:

During the bidding phase, CBBEL will answer contractor's questions, provide clarifications when requested, and review shop drawings. Thirty hours have been budgeted for these tasks. Additional time may be required for tasks such as construction observation, progress verification, contractor consultation, or punch list preparation. Additional time required for these tasks are not included in this proposal and will be billed on a time and material basis following approval from the Village.

Please note that for any of the construction observation tasks which CBBEL may be performing, the Contractor(s) shall be informed that neither the presence of CBBEL field staff nor the observation by our firm or subconsultant of our firm shall excuse the Contractor for defects discovered in the work. It is understood that CBBEL will not be responsible for job and site safety on this project; job and site safety shall be the responsibility of the Contractor(s). CBBEL does not have the right to stop work and will not advise/schedule/coordinate/supervise the Contractor(s) nor the Contractor's means and methods of their work. Construction observation services provided by CBBEL staff shall be limited to and for general compliance with the Contract Documents, plans and specifications. We will not perform construction or materials inspection.

### SCOPE ASSUMPTIONS/EXCLUSIONS

Consulting services relating to any of the following tasks may be completed by CBBEL if negotiated under a separate contract for an additional fee, but are presently specifically excluded from this Agreement:

### Engineering Services

- It is assumed that existing nearby utilities will be extended to serve the site and that no mechanicals (pump station or lift station) are required for underground utility extensions and connections, including stormwater management.
- Design of any structures such as bridges, retaining walls or underground stormwater detention is not included.
- Preparation of plats and legal documents are not included.
- Site Lighting Design is not included in this scope of work.
- Landscaping plans are not included in this scope of work.
- It is assumed that all bidding services and breaking apart construction documents for various bid packages will be performed by the CM. CBBEL will provide one complete set of construction documents for the items listed in the Scope of Services.
- All design and construction will be paid for using local funds. No Motor Fuel Tax or Federal funds will be used for engineering or construction.
- Review of as-built information and preparation record drawings is not included in this contract.

### ESTIMATE OF FEE

We propose the following estimate of fee to complete the required scope of services:

TASK	DESCRIPTION	TIMATE
Task 1	KICK-OFF AND COORDINATION MEETINGS	\$ 10,200
Task 2	TOPOGRAPHIC SURVEY	\$ 8,700
Task 3	UTILITY COORDINATION	\$ 17,700
Task 4	50% DESIGN CONSTRUCTION DOCUMENTS	\$ 18,000
Task 5	95% PRE-FINAL CONSTRUCTION DOCUMENTS	\$ 9,000
Task 6	100% CONSTRUCTION DOCUMENTS	\$ 4,000
Task 7	PREPARATION OF STORMWATER POLLUTION PREVENTION PLANS	\$ 3,000
Task 8	WATERSHED MANAGEMENT PERMIT SUBMITTAL	\$ 6,000
Task 9	BIDDING AND CONSTRUCTION SERVICES	\$ 4,500
	Direct Costs	\$ 1,000
	TOTAL	\$ 82,100

We will bill you at the hourly rates specified on the attached Schedule of Charges and establish our contract in accordance with the attached General Terms and Conditions. These General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services. It should be emphasized that any additional requested meetings or additional services that are not included in the preceding Fee Estimate will be billed at the attached hourly rates.

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

Sincerely,

6. Mil 31

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

> Encl: Standard Charges General Terms and Conditions

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

BY:

TITLE:

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

NJM N:\PROPOSALS\ADMIN\2018\Tinley Park - Fire Station.072418.doc CHRISTOPHER B. BURKE ENGINEERING, LTD.

Village of Tinley Park Rates	
EFFECTIVE 07/01/17	
	Village
	Rate
PRINCIPAL	\$200.00
ENGINEER VI	\$184.00
ENGINEER V	\$161.00
ENGINEER IV	\$134.00
ENGINEER III	\$112.00
ENGINEER I/II	\$81.00
SURVEY III (PLS)	\$135.00
SURVEY II (CREW CHIEF)	\$101.00
SURVEY I (CREW MEMBER)	\$79.00
ENGINEERING TECHNICIAN III/IV	\$116.00
ENGINEERING TECHNICIAN I/II	\$96.00
CAD MANAGER	\$127.00
CAD II	\$116.00
LANDSCAPE ARCHITECT	\$134.00
GIS SPECIALIST III	\$116.00
GIS SPECIALIST I/II	\$71.00
ENVIRONMENTAL RESOURCE SPECIALIST V	\$182.00
ENVIRONMENTAL RESOURCE SPECIALIST IV	\$139.00
ENVIRONMENTAL RESOURCE SPECIALIST III	\$105.00
ENVIRONMENTAL RESOURCE SPECIALIST I/II	\$70.00
ENVIRONMENTAL RESOURCE TECHNICIAN	\$93.00
ADMINISTRATIVE	\$83.00
ENGINEERING INTERN	\$34.00

These rates may be modified annually after the first of the year with the approval of both CBBEL and the Village of Tinley Park

### AGREEEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_, 201\_\_ ("Effective Date"), between the Village of Tinley Park, Illinois "(Village"), , located at 16250 South Oak Park Avenue, Tinley Park, IL 60477, and Christopher B. Burke Engineering, Ltd. ("Consultant"), collectively the "Parties" for the following project:

- 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:

Andrew Pufundt, PE Christopher B. Burke Engineering, Ltd. 9575 W. Higgins Road, Suite 600 Rosemont, IL 60018

OR TO:

Village of Tinley Park Village Manager 16250 South Oak Park Avenue Tinley Park IL. 60477 Notice shall be effective upon the date of receipt by personal service or as evidenced by a valid return receipt. The name and/or address to which notice is required may be amended at any time by written notice to the other party as provided herein.

### VII. INTERPRETATION

This Agreement provides for services to be performed within the State of Illinois. Accordingly, this Agreement, and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois. The parties agree that for the purpose of any litigation relative to this Agreement and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois and the parties consent to the <u>in personam</u> 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 Christopher B. Burke Engineering, Ltd.. have executed this agreement.

By:

VILLAGE OF TINLEY PARK

CHRISTOPHER B. BURKE ENG., LTD.

Village Manager

Ву:\_\_\_\_\_

**ITS:** President

DATE: \_\_\_\_\_ DATE: 5/23/18

### 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.

Christopher B. Burke Engineering, Ltd.

Name of Consultant (please print)

Submitted by (signature)

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.

Christopher B. Burke Engineering, Ltd.

Name of Consultant (please print)

Submitted by (signature)

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.

Christopher B. Burke Engineering, Ltd. Name of Consultant (please print)

Submitted by (signature)

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.

Christopher B. Burke Engineering, Ltd.

Name of Consultant (please print)

Submitted by (signature)

President

Title

### <u>EXHIBIT A</u>

### Scope of Professional Services

Example:

Work as specified and approved by the Village of Tinley Park for General Design and Construction Engineering Services for fiscal year 2019.

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### EXHIBIT B

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### Fee Schedule

(insert schedule of hourly rates)

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CHRISTOPHER B. BURKE ENGINEERING, LTD.

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Village of Tinley Park Rates EFFECTIVE 07/01/17	
EFFECTIVE 0//01/17	Village
	Rate
PRINCIPAL	\$200.00
ENGINEER VI	\$184.00
ENGINEER V	\$161.00
ENGINEER IV	\$134.00
	\$112.00
ENGINEER I/II	\$81.00
SURVEY III (PLS)	\$135.00
SURVEY II (CREW CHIEF)	\$101.00
SURVEY I (CREW MEMBÉR)	\$79.00
ENGINEERING TECHNICIAN III/IV	\$116.00
ENGINEERING TECHNICIAN I/II	\$96.00
CAD MANAGER	\$127.00
CAD II	\$116.00
LANDSCAPE ARCHITECT	\$134.00
GIS SPECIALIST III	\$116.00
GIS SPECIALIST I/II	\$71.00
ENVIRONMENTAL RESOURCE SPECIALIST V	\$182.00
ENVIRONMENTAL RESOURCE SPECIALIST IV	\$139.00
ENVIRONMENTAL RESOURCE SPECIALIST III	\$105.00
ENVIRONMENTAL RESOURCE SPECIALIST I/II	\$70.00
ENVIRONMENTAL RESOURCE TECHNICIAN	\$93.00
ADMINISTRATIVE	\$83.00
ENGINEERING INTERN	\$34.00

These rates may be modified annually after the first of the year with the approval of both CBBEL and the Village of Tinley Park

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### EXHIBIT C

### **<u>Required Insurance</u>**

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:						
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 LiabilityCombined Single Limit						
б.	i. (Bodily Injury and Property Damage): Each Accident \$						
7.	7. Professional Liability –						
	a. Each Claim Made	\$ 2,000,000					
	b. Annual Aggregate	\$ 2,000,000					

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### EXHIBIT D

### **Insurance Certificates**

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### **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 05/23/2018

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	<u> </u>					11100				/23/2018
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(les) must have ADDITIONAL INSURED provisions or be endorsed.									
	SUBROGATION IS WAIVED, subject to	o the	terms	and conditions of the police	olicy, certai	in policies	may require	an endorsement. A stai	ement o	580. DR
t	his certificate does not confer rights to	the o	certifi	icate holder in lieu of such	h endorse	ment(s).	may require			
PRO	DUCER				CONTACT	Gail Pope				
Doi	ane Insurance Group, Inc				PHONE (A/C, No, E)	(708) 42	9-3100	(A/C, No):	(708) 4	29-3105
	7 W. 159th Street				L E-MAIL		@Donneinsura			
[ ```	te B				ADDRESS:		-			
	ey Park			IL 60477		The Ohers	iurer(3) Affor anix Ins Co	DING COVERAGE		NAIC#
<u> </u>	JRED			16 00477	INSURERA			· · · · · ·		25623
11121					INSURER B		Ind Co Of Co	n 		25682
	Christopher B. Burke Engineeria	1 <b>g</b> £to	•		INSURER C	<u></u>	elers Ind Co			25658
	9575 W. HiggIns Road				INSURER D	: Travelers	Casualty & Si	urety		19038
	Suite 600				INSURER E	1				
	Rosemont			1L, 60018	INSURER F	<u>'i</u>				
_	_	·		NUMBER: 2017-2018				REVISION NUMBER:		
l IN	HIS IS TO CERTIFY THAT THE POLICIES OF IDICATED. NOTWITHSTANDING ANY REQUI	REME	NT, T	ERM OR CONDITION OF ANY	CONTRACT	T OR OTHER	DOCUMENT V	MTH RESPECT TO WHICH	THIS	
	ERTIFICATE MAY BE ISSUED OR MAY PERT							UBJECT TO ALL THE TERMS	S.	
INSR LTR	XOLUSIONS AND CONDITIONS OF SUCH PO	ADDL	SUBR				AIMS. FOLICY EXP (MM/DD/YYYY)	······································		
LIR	TYPE OF INSURANCE	INSD	WVD	POLICY NUMBER	(M	NUDD/YYYY)	(MM/DD/YYYY)	LIMI		0.000
		1	1					EACH OCCURRENCE DAMAGE TO RENTED	\$ 1,00	· · · · ·
		]	1					DAMAGE TO RENTED PREMISES (Ea occumence)	\$ 300,	
								MED EXP (Any one person)	\$ 10,0	
A	I	Y	Y	680-3H482979	1	0/15/2017	10/15/2018	PERSONAL & ADV INJURY	y <b>s</b> 1,000,000	
	GEN'LAGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 2,00	
	POLICY X BECT X LOC							PRODUCTS - COMP/OP AGG	\$ 2,00	0,000
	OTHER:	<u> </u>	<u> </u>		· ·				\$	
	AUTOMOBILE LIABILITY	1						COMBINED SINGLE LIMIT (Ea accident)	\$ 1,00	0,000
		1						BODILY INJURY (Per person)	5	
в	AUTOS ONLY SCHEDULED	Y	Y	BA-6760L521	1	0/15/2017	10/15/2018	BODJLY INJURY (Per accident)	\$	
	AUTOS ONLY	ł						PROPERTY DAMAGE (Per scoldent)	\$	
								\$		
	UMBRELLA LIAB X OCCUR	[						EACH OCCURRENCE	s .10,0	000,000
C	EXCESS LIAB CLAIMS-MADE	Y	Y	CUP-2C769665	1	0/15/2017	10/15/2018	AGGREGATE	\$ 10,0	00,000
	DED X RETENTION \$ 10,000	1							5	
	WORKERS COMPENSATION								T	
~	AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE					0450047	40/45/0048	E.L. EACH ACCIDENT	s 1,000,000	
D	OFFICER/MEMBER EXCLUDED?	N/A	Y	UB-7J091851	1	0/15/2017	10/15/2018	E.L. DISEASE - EA EMPLOYEE	5 1,00	00,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$ 1,00	
		1							1	
				•						
DES	CRIPTION OF OPERATIONS / LOCATIONS / VEHICL	ES (AC	ORD	01, Additional Remarks Schedule,	, may be attac	ched if more as	zce is required)	l <u></u> —,····-		····
Pro	ect: Any and Ali Projects - Additional Insure	l; Villa	ige of	Tinley Park - General liability	r policy inch	udes blanket	additional ins			
non	-contributory coverage and waiver of subrog	ation	, În an	y written contract or agreeme	ent requiring	g insurance.	Workers com	pensation policy includes		
	ver of subrogation. Automobile liability polic uiring insurance. 30 day notice of cancellati				ius and wait	ver of subrog	pation, in any v	witten contract or agreeme	nt	
194	and and and a to any notice of our concerning									
<u></u>						11 471031				
GEI	RTIFICATE HOLDER					LLATION			·	
					SHOUL	D ANY OF T	HE ABOVE DE	SCRIBED POLICIES BE CA	NCELLE	DBEFORE
								F, NOTICE WILL BE DELIVE		
	Village of Tinley Park							PROVISIONS.		
	16250 South Oak Park Avenue									
	AUTHORIZED REPRESENTATIVE									
Tinley Park IL 50477 William H. Donne										
	William 17: Nonne									
							© 1988-2015	ACORD CORPORATION	. All rig	hts reserved.

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COMMERCIAL GENERAL LIABILITY Christopher B. Burke Engineering, Ltd. Policy: 6803H482979<sup>---</sup> THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

### This endorsement modifies insurance provided under the following: COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III – Limits Of Insurance.

- h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "productscompleted operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.
- 2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that;

- The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

### COMMERCIAL GENERAL LIABILITY

3. The following is added to Paragraph 8., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" 4. The following definition is added to the DEFINITIONS Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After you have signed that written contract;
- While that part of the written contract is in effect; and
- c. Before the end of the policy period.

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Page 2 of 2



WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 13 (00)-01

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### WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this polloy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

**DESIGNATED PERSON:** 

### DESIGNATED ORGANIZATION:

ALL PERSONS OR ORGANIZATIONS THAT ARE PARTIES TO A CONTRACT THAT REQUIRES YOU TO OBTAIN THIS AGREEMENT, PROVIDED YOU EXECUTED THE CONTRACT BEFORE THE LOSS.

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### **BUSINESS AUTO EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### BUSINESS AUTO COVERAGE FORM

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- A. BROAD FORM NAMED INSURED
- **B. BLANKET ADDITIONAL INSURED**
- C. EMPLOYEE HIRED AUTO
- D. EMPLOYEES AS INSURED
- E. SUPPLEMENTARY PAYMENTS -- INCREASED LIMITS
- F. HIRED AUTO -- LIMITED WORLDWIDE COV-ERAGE -- INDEMNITY BASIS
- G. WAIVER OF DEDUCTIBLE GLASS

### PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

**B. BLANKET ADDITIONAL INSURED** 

The following is added to Paragraph c. in A.1., Who is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

- H. HIRED AUTO PHYSICAL DAMAGE LOSS OF USE - INCREASED LIMIT
- I. PHYSICAL DAMAGE TRANSPORTATION EXPENSES - INCREASED LIMIT
- J. PERSONAL PROPERTY
- K. AIRBAGS
- L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS
- M. BLANKET WAIVER OF SUBROGATION
- N, UNINTENTIONAL ERRORS OR OMISSIONS

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

- C. EMPLOYEE HIRED AUTO
  - 1. The following is added to Paragraph A.1., Who is An Insured, of SECTION II -- COV-ERED AUTOS LIABILITY COVERAGE:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

- The following replaces Paragraph b. in B.5., Other insurance, of SECTION IV – BUSI-NESS AUTO CONDITIONS:
  - b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:
    - (1) Any covered "auto" you lease, hire, rent or borrow; and
    - (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

### CA T3 53 02 15

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However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

### D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., Who is An insured, of SECTION II -- COVERED AUTOS LIABILITY COVERAGE:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

- E. SUPPLEMENTARY PAYMENTS INCREASED LIMITS
  - 1. The following replaces Paragraph A.2.a.(2), of SECTION II – COVERED AUTOS LIABIL-ITY COVERAGE:
    - (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
  - 2. The following replaces Paragraph A.2.1.(4), of SECTION II ~ COVERED AUTOS LIABIL-ITY COVERAGE:
    - (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.
- F. HIRED AUTO LIMITED WORLDWIDE COV-ERAGE - INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., Policy Period, Coverage Territory, of SECTION IV – BUSINESS AUTO CONDI-TIONS:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

- (a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:
  - (i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.
  - (ii) Neither you nor any other involved "insured" will make any settlement without our consent.
  - (iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".
  - (iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., Limits Of Insurance, of SECTION II - COVERED AUTOS LIABILITY COVERAGE.
  - (v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.
- (b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.
- (c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

Page 2 of 4

© 2015 The Travelers Indemnity Company. All rights reserved. Includes copyrighted material of Insurance Services Office, Inc. with its permission. You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

### G. WAIVER OF DEDUCTIBLE - GLASS

The following is added to Paragraph D., Deductible, of SECTION III – PHYSICAL DAMAGE COVERAGE:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE - LOSS OF USE - INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., Loss Of Use Expenses, of SEC-TION III – PHYSICAL DAMAGE COVERAGE;

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

### I. PHYSICAL DAMAGE - TRANSPORTATION EXPENSES - INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., Transportation Expenses, of SECTION III – PHYSICAL DAMAGE COVER-AGE:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

### J. PERSONAL PROPERTY

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE;

### Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

### (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

### K. AIRBAGS

The following is added to Paragraph B.3., Exclusions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of SECTION IV - BUSINESS AUTO CONDITIONS:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an Individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

### M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – BUSINESS AUTO CONDI-TIONS:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

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### COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

### N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph B.2., Concealment, Misrepresentation, Or Fraud, of SECTION IV – BUSINESS AUTO CONDITIONS: The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

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A	CORD
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### **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MN/DD/YYYY)

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						5/18/2		
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 endors	sement(s)		luoisei	HEIR A SLAL	ement on u	is certificate does not comer	ngins to me	
PRODUCER			CONTA NAME:	ਸ Shawna	Zamora			
Assurance Agency, Ltd. One Century Centre 1750 E. Golf Road				. Extir (847) 4	63-7120 <sup>'</sup>	(A/C, No):(847)	220-9234	
1750 E. Golf Road			E-MAIL ADDRES	sszamora	Dassurance	agency.com		
Schaumburg, IL 60173				IDING COVERAGE	HAIC#			
		INSURE						
	J-01	INSURE			· · · · · · · · · · · · · · · · · · ·			
Christopher B. Burke Engineering, Ltd. 9575 W. Higgins Road			INSURE				+	
Suite 600			INSURE				+	
Rosemont IL 60018			INSURE					
COVERAGES CER	TIFICAT	E NUMBER: 525303040			•	REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES	OF INSU	RANCE LISTED BELOW HAY						
INDICATED. NOTWITHSTANDING ANY RE CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	PERTAIN, POLICIES.	THE INSURANCE AFFORD	ed by .	THE POLICIES	s describei Paid Claims	D HEREIN IS SUBJECT TO ALL	THE TERMS,	
INSR LTR TYPE OF INSURANCE	ADDL SUSP	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DO/YYY)	LIMITS		
GENERAL LIABILITY						EACH OCCURRENCE \$		
COMMERCIAL GENERAL LIABILITY			1		:	DAMAGE TO RENTED PREMISES (Ea occurrence)		
CLAIMS-MADE OCCUR						MED EXP (Any one person) \$		
						PERSONAL & ADV INJURY S		
GEN'L AGGREGATE LIMIT APPLIES PER:					•	GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$	····	
						S		
AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT	·	
						BODILY INJURY (Per person) \$		
ALL OWNED SCHEDULED						BODILY INJURY (Per accident) \$		
HIRED AUTOS						PROPERTY DAMAGE \$		
	<b>-</b>					\$		
UMBRELLA LIAB OCCUR						EACH OCCURRENCE \$	·	
EXCESS LIAB CLAIMS-MADE						AGGREGATE \$		
WORKERS COMPENSATION						S WC STATU- OTH- TORY LIMITS ER		
AND EMPLOYERS' LIABILITY Y/N						EL EACH ACCIDENT S		
ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A					E.L. DISEASE - EA EMPLOYEE \$		
If yes, describe under DESCRIPTION OF OPERATIONS below						EL. DISEASE - POLICY LIMIT \$	·····	
A Professional Llability		SLSLPRO25220017		6/1/2017	6/1/2018	Each Occurrence \$2,000 General Aggregale \$4,000		
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (Attach	ACORD 101, Additional Remarks	Schedule	if more space is	required)	I		
Proof of insurance	•	·						
· · · · · · · · · · · · · · · · · · ·				·····			. <u></u>	
CERTIFICATE HOLDER		·····	CANC	ELLATION		······		
Village of Tinley Park 16250 South Oak Park Avenue 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							
	Deniel & Heran							

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# COMMENTS FROM THE PUBLIC

## **ADJOURNMENT**