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

NOTICE IS HEREBY GIVEN that a regular Committee of the Whole Meeting of the Village of Tinley Park, Cook and Will Counties, Illinois will be held on September 20, 2022, beginning at 6:00 p.m. in the 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. ROLL CALL.
- 3. CONSIDER APPROVAL OF THE MINUTES OF THE COMMITTEE OF THE WHOLE MEETING HELD ON SEPTEMBER 6, 2022.
- 4. CONSIDER AN AGREEMENT WITH PRO EM NATIONAL EVENT SERVICES FOR THE HOLIDAY MARKET TENT.
- 5. CONSIDER AN OAK PARK SIGN GRANT FOR WYMAN & CO PICTURE FRAMING & ART GALLERY, 17324 OAK PARK AVENUE.
- 6. CONSIDER A CLASS B LIQUOR LICENSE FOR CD LIQUORS, 8005 183RD STREET, UNITS F-G-H.
- 7. CONSIDER UPGRADE OF i3 ng9-1-1 FOR ALL PUBLIC SAFETY ANSWERING POINTS (PSAP) FOR THE 911 DISPATCH CENTERS.
- 8. CONSIDER A RESOLUTION IN SUPPORT OF THE VILLAGE OF TINLEY PARK'S APPLICATION FOR THE ILLINOIS TRANSPORTATION ENHANCEMENT PROGRAM (ITEP) GRANT FOR THE 80TH AVENUE TRAFFIC SIGNAL IMPROVEMENTS AT TIMBER DRIVE.
- 9. CONSIDER A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH ROBINSON ENGINEERING LTD. FOR THE KIMBERLY HEIGHTS PHASE 1 DRAINAGE IMPROVEMENTS.
- 10. CONSIDER A CONTRACT WITH RC WEGMAN FOR THE TINLEY PARK DATA CENTER RELOCATION AT THE PUBLIC SAFETY BUILDING.
- 11. CONSIDER A CONTRACT WITH CRYDER ENTERPRISES FOR THE STREETLIGHT POLE PAINTING PROJECT ON OAK PARK AVENUE.
- 12. RECEIVE COMMENTS FROM THE PUBLIC.

ADJOURNMENT

NANCY M. O'CONNOR, VILLAGE CLERK

ROLL

MINUTES

Meeting of the Committee of the Whole September 6, 2022 – 6:00 p.m. Village Hall - Council Chambers 16250 S Oak Park Ave. Tinley Park, IL 60477

<u>Item #1</u> - At 6:03 p.m. the regular meeting of the Committee of the Whole was called to order.

Item #2 - Clerk O'Connor called the roll. Present and responding to roll call were the following:

Members Present: M. Mueller, President Pro Tem

N. O'Connor, Village Clerk W. Brady, Village Trustee W. Brennan, Village Trustee D. Galante, Village Trustee D. Mahoney, Village Trustee C. Sullivan, Village Trustee M. Glotz, Village President

Members Absent:

Staff Present: P. Carr, Village Manager

H. Lipman, Assistant Village Manager

M. Walsh, Police Chief

S. Klotz, Fire Chief

D. Ritter, Interim Community Development Director

J. Urbanski, Public Works Director D. Framke, Marketing Director P. O'Grady, Village Attorney

Others Present:

Item #3 - CONSIDER APPROVAL OF THE MINUTES OF THE COMMITTEE OF THE WHOLE MEETING HELD ON AUGUST 16, 2022 — Motion was made by Trustee Mahoney, seconded by Trustee Brady to approve the minutes of the Committee of the Whole meeting held on August 16, 2022. Vote by roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Pro Tem Mueller declared the motion carried.

Item #4 – RECEIVE UPDATE OF ELECTRICAL AGGREGATION PROGRAM – Municipal Aggregation is a program whereby the Village can procure more favorable electric rates than ComEd for residents' home electric bills. There will not be a recommendation for this upcoming year as cost-saving margins have narrowed to the point where they are now basically non-existent. Suppliers are unable to bid at rates lower than the ComEd rate given challenging market conditions. As a result, all residential accounts will return to ComEd as the electric supplier. This program will be re-visited next summer. President Pro Tem Mueller asked if members of the Committee had any questions. There were none.

<u>Item #5 – CONSIDER AGREEMENT WITH BETTENHAUSEN & ASSOCIATES, LLC FOR FINANCIAL CONSULTANT SERVICES</u> – With continued vacancies in the Finance Department, Staff is requesting to enter into a project-based agreement with Brad Bettenhausen from Bettenhausen and Associates, LLC. The rate for this service will be \$150 per hour with a not to exceed amount of \$90,000.

Mr. Bettenhausen has over 37 years of institutional knowledge and finance experience with the Village of Tinley Park. In this role, he will provide temporary administrative assistance to the Finance Department in the following areas:

- 1. Continue to transition institutional knowledge and provide financial guidance to the Finance Department and other members of Administration.
- 2. Monitoring spend-out of proceeds (2021 Bond Series) to meet the "safe-harbor" rules to avoid the necessity of arbitrage calculations.
- 3. Assist Finance staff in the annual audit, reporting, and related filings.
- 4. Supervise completion of Annual TIF reporting and provide other related TIF analysis and assistance.
- 5. Assist assembling, preparing, and monitoring the annual budget.
- 6. Revenue and incentive tracking.
- 7. Monitor tax-exempt status of Village property acquisitions since 2018.
- 8. Continue to work with Cook County regarding properties to be acquired through the No Cash Bid (NCB) program and related tax exemption applications.
- 9. Participation in meetings and discussions relevant to Village financial matters.
- 10. Assist in the evaluation and selection process for new ERP (enterprise resource program) financial, and related software applications.
- 11. Provide any additional work as directed by the Village Manager and authorized separately by the Board of Trustees, and subject to separate authorization.

President Pro Tem Mueller asked if members of the Committee had any questions. There were none. Motion was made by Trustee Sullivan, seconded by Trustee Brennan to recommend an Agreement with Bettenhausen & Associates, LLC for Financial Consultant Services be forwarded to the Village Board. Vote by roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Pro Tem Mueller declared the motion carried.

Item #6 – CONSIDER A CONTRACT RENEWAL WITH M.E. SIMPSON CO. FOR THE WATER ASSESSMENT PROGRAM – RFQs were received in FY2019 with the contract awarded to M.E. Simpson Co. The contract was written to be renewable for four years. FY2023 will be the fourth, and final contract renewal for \$149,300. The Water Assessment program includes the following services: fire hydrant maintenance, flow testing, water system leak survey, and valve exercising. President Pro Tem Mueller asked if members of the Committee had any questions. There were none. Motion was made by Trustee Mahoney, seconded by Trustee Brady to recommend a contract renewal with M.E. Simpson Co. for the Water Assessment Program be forwarded to the Village Board. Vote by roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Pro Tem Mueller declared the motion carried.

Item #7 – CONSIDER AN INTERGOVERNMENTAL AGREEMENT WITH THE COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAYS, FOR THE BIKE PATH EXTENSION FROM 179TH STREET TO THE DOG PARK – The Village has been presented an Intergovernmental Agreement (IGA) from the Cook County Department of Transportation and Highways (CCDOTH) for the construction and construction engineering of a Multi-Use Path from 84th Avenue to 179th Street. This IGA will complete 100% coverage of the design and construction of this project.

This project is 100% funded by the following grants:

Estimated Construction and Construction Engineering Cost	\$281,000
Federal CMAQ Grant Funding	\$192,800
Cook County Grant Funding	\$ 88,200

President Pro Tem Mueller asked if members of the Committee had any questions. There were none. Motion was made by Trustee Brennan, seconded by Trustee Sullivan to recommend an Intergovernmental Agreement with the Cook County Department of Transportation and Highways, for the bike path extension from 179th street to the dog park be forwarded to the Village Board. Vote by roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Pro Tem Mueller declared the motion carried.

Item #8 – CONSIDER AN INTERGOVERNMENTAL AGREEMENT WITH THE COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAYS, FOR 175TH STREET RECONSTRUCTION – The Village has been presented an Intergovernmental Agreement (IGA) from the Cook County Department of Transportation and Highways (CCDOTH) for the reconstruction of 175th Street from Oak Park Avenue to Ridgeland Avenue, Ridgeland Avenue from 175th Street to Oak Forest Avenue, and Oak Forest Avenue to 1,000 feet east of Ridgeland Avenue.

The total cost breakdown for the IGA is as follows:

CCDOTH	Roadway Improvements	\$10,341,114
Village of Tinley Park	Utility Improvements	\$ 4,597,768
Village of Tinley Park	Construction Engineering	\$ 459,777
Total project cost		\$14,938,882

President Pro Tem Mueller asked if members of the Committee had any questions. There were none. Motion was made by Trustee Brady, seconded by Trustee Brennan to recommend an Intergovernmental Agreement with the Cook County Department of Transportation and Highways, for 175th Street reconstruction be forwarded to the Village Board, Vote by roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Pro Tem Mueller declared the motion carried.

Item #9 – RECEIVE COMMENTS FROM THE PUBLIC –

President Pro Tem Mueller asked if there were any comments from the public. There were none.

Motion was made by President Pro Tem Mueller, seconded by Trustee Mahoney, to adjourn the Committee of the Whole. Vote by roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Pro Tem Mueller declared the meeting adjourned at 6:13 p.m.



Date: September 14, 2022

To: Committee of the Whole

From: Donna Framke and Amanda Gaus

Subject: 2022 Holiday Market Tent

As we approach the holiday season, marketing staff is working diligently on preparations for Tinley Park's annual Holiday Market weekend scheduled for Friday, December 2 through Sunday, December 4, 2022. Plans include putting the tent up in north commuter lot of the Oak Park Avenue Metra station as was done in 2021.

We are asking for approval to contract with PRO EM National Event Services for the installation and take down of the 82' x 131' tent. The \$36,485.40 price includes a \$5,681.40 increase over last year's cost. PRO EM is the same vendor that was used last year and their quote came in \$15,697.30 lower than the next responsible bidder. This expense is included in the FY23 budget.

Installation of the tent is scheduled to start Wednesday, November 30 and be taken down by Monday, December 5, 2022.

Note that at the request of the marketing commissioners, *Photos with Santa* will be moved from the train station to the far east end of the tent. Full details on the weekend's festivities will be shared at a later date.

Amanda Gaus will be at Tuesday evening's board meeting and available to answer any questions.





6150 W. Howard St. Niles, IL 60714 www.proem.org 847-967-6800 Phone 847-967-6805 Fax

Customer #: 42441

Status: Reservation

Contract #: 127782-3

Event Beg: Fri 12/ 2/2022 9:10AM Event End: Sun 12/4/2022 9:10AM Operator: Hayden Moldenhauer

Terms: On Account

Village of Tinley Park

16250 S. Oak Park Avenue

Tinley Park, IL 60477

Event: Tinley Park Holiday Market

Ordered By: Amanda Gaus

Salesman: Hayden Moldenhauer 480-550-0629 hayden.moldenhauer@proem.org

Delivery Wed 11/30/2022 8:00AM

Amanda Gaus 708-444-5044 North Lot of the Oak Park Avenue Train Station 6700 S. South Street

TINLEY PARK, IL 60477

Pickup Mon 12/ 5/2022 7:00AM

Amanda Gaus 708-444-5044 North Lot of the Oak Park Avenue Train Station 6700 S. South Street TINLEY PARK, IL 60477

EVENT DETAILS:

>> Tinley Park's Annual Holiday Market

>> Event 12/2-12/4

SCHEDULE:

>> Installation: 11/30 - 12/1

>> Installation Finish 12/1, by Noon

>> Vender Load-in: 12/2 >> Events: 12/2-12/4 >> Vendor Load-out 12/4 >> Removal: 12/5

A signed contract and 50% deposit are required to confirm reservation. Balance due on receipt.

Qty	Items Rented	Each	Price
	HOLIDAY MARKET TENT		
1	25m x 40m x 3.4m Uniflex P3 Structure (82' x 131' x 11')	\$18,798.00	\$18,798.00
14	Highbay Light LED w/ Acrylic Shield Ambient Lighting for 82' x 131' tent (14-100watt Daylight 5000k LED Fixtures)	\$135.00	\$1,890.00
4	(ANC) Ambassadoor Double Glass Door	\$825.00	\$3,300.00
4	Exit Sign with Emergency Backup Village of Tinley Park Supplies Fire Extinguishers	\$135.00	\$540.00
17	(LOS) P1-P5 Sidewall Solid White 4m x 5m (13' x 16')	\$95.00	\$1,615.00
4	(LOS) P1-P5 Double Door Surround Solid White 3.4m x 5m (11' x 16') - Center Justified White Sidewall Surround for North & South double doors	\$95.00	\$380.00
5	(LOS) P1-P5 Sidewall Clear with White 3.4m x 5m (11' x 16')	\$95.00	\$475.00
	Clear with White sidewalls for the West side 5m bays flanking West entrance		
	STAGING		
1	Stage, 20' x 24' x 6"	\$648.00	\$648.00
480	Black Astroturf Stage Covering Used Black Astroturf to cover and skirt 20' x 24' stage	\$0.98	\$470.40
6	Heater - 170,000 BTU Heaters includes air ducts, diffusers, and thermostat controls. Village of Tinley Park Supplies Propane	\$450.00	\$2,700.00
	TICKET TENT (Located at Train Station)		
1	10' x 10' x 7' Anchor Fiesta Frame Tent	\$220.00	\$220.00
1	Light, Par 38 White Lighting for 10' x 10' Frame Tent	\$49.50	\$49.50
1	(ANC) Standard Sidewall Solid White 7' x 20'	\$45.00	\$45.00
1	(ANC) Standard Sidewall Clear with White 7' x 10'	\$50.00	\$50.00
1	Heater - 80,000 BTU Heater includes air duct, diffuser, and thermostat control. Village of Tinley Park Supplies Propane	\$375.00	\$375.00

Contract #: 127782 Village of Tinley Park Page 2 of 3

Qty	Items Rented	Each	Price
4	350 lb. Block & Roll Concrete Block	\$60.00	\$240.00
4	350 lb Block & Roll Concrete Block Cover	\$10.00	\$40.00
	MAIN ENTRANCE TENT		
1	10' x 10' x 10' Anchor Fiesta Frame Tent	\$220.00	\$220.00
2	(ANC) Standard Sidewall Solid White 10' x 10'	\$35.00	\$70.00
1	Light, Par 38 White	\$49.50	\$49.50
4	350 lb. Block & Roll Concrete Block	\$60.00	\$240.00
4	350 lb Block & Roll Concrete Block Cover	\$10.00	\$40.00
	GENERAL SERVICES		
1	Forklift - 8k Reach 42' High Reach Material Handler Forklift for tent installation & removal	\$1,750.00	\$1,750.00
1	Genie Man Lift, Electric 27'	\$295.00	\$295.00
1	Asphalt Hole Patch Filling	\$285.00	\$285.00
1	VTP Contractor License Surety Bond	\$200.00	\$200.00
1	Tenting Labor Installation of lightweight holiday decoration ornaments from the interior of 25m x 40m tent	\$500.00	\$500.00
1	Delivery & Pick-up	\$1,000.00	\$1,000.00

Accidental Damage Waiver:

Lessee accepts or declines Lessor's waiver of Lessee's responsibility for accidental damage to Lessor's equipment. Waiver fee is eight percent (8%) of contract price. See paragraph 3 of Terms and Conditions.

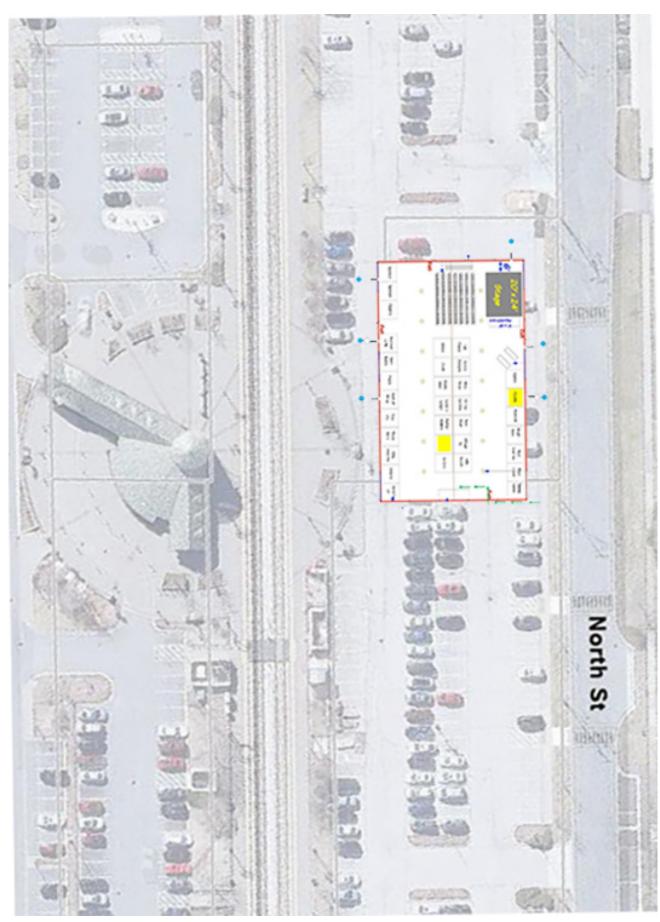
Initial One: Acc	epts D	eclines (
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\$18,242.70 Required Deposit to Confirm

Signature.	Amount Due:	\$36,485.40
Signature:	Paid:	\$0.00
price is estimated with exact amount to appear on final invoice. A minimum of four (4) weeks are required to secure tent permits.	Total:	\$36,485.40
man, per hour, may apply if installation site is not ready as scheduled. A signed copy of this agreement along with the indicated deposit are required to begin the permit procurement process. Permit		
Partytime-HDO Operations, LLC, (Pro EM National Event Services) is not responsible for damage to underground obstructions, such as sprinkler systems and septic fields, unless Lessee supplies an exact depth and location plan for all obstructions. The event site must be cleared of obstacles that prevent the installation of tenting and equipment. Additional charges of \$35.00 per	Subtotal:	\$36,485.40
Lessee to provide adequate security for the protection of Lessor's equipment at all times from the commencement of installation to the completion of removal from event site.		
It is the Lessees sole responsibility to monitor the weather conditions. As a general rule when winds reach or exceed 35 miles per hour the tent should be evacuated. The tent should never be used for any shelter during severe weather.		
Rental Contract All pricing is contingent upon site inspection by Partytime-HDO Operations, LLC, a division of Pro EM National Event Services.	Rental:	\$36,485.40

PRO EM National Events Services - Chicago Terms and Conditions of Lease

- 1. PRO EM National Events Services ("Lessor") hereby leases to the lessee identified on the reverse side ("Lessee"), and Lessee hereby leases from Lessor, the material and equipment (collectively, "Equipment") identified on the reverse side of this agreement (this "Agreement"), subject to the terms and conditions on the reverse side, and the following terms and conditions below:
- 2. This is a lease agreement only and the Equipment shall remain the personal property of the Lessor at all times. Lessee shall not sublet, encumber, or dispose of said Equipment at any time. The Equipment shall not be removed from the place of installation (the "Premises") without the express written consent of Lessor, and Lessee shall not remove, cover or interfere with Lessor's identification or advertising labels attached to the Equipment at any time.
- 3. Lessee understands that the Equipment are temporary structures designed to provide limited protection from weather conditions, primarily sun and rain; however there may be situations, particularly those involving strong winds, rain and lighting, in which the Equipment will not provide adequate protection and may be damaged or blown over. The Equipment is not 100% waterproof. Evacuation of the Equipment to avoid possible injury is recommended when severe weather threatens an area where the equipment is erected. Individuals should leave the Equipment and not seek sheller in the Equipment guard to evacuate when in doubt. It is the Lessee's responsibility to be aware of changing weather conditions and to exercise its best judgment with regard to evacuation of any Equipment. Lessee shall be responsibile for the adequate security to prevent fire, theft, vandalism or other damage to the Equipment adassumes all responsibility for loss of or damage to the Equipment (unless due solely to the gross negligence of Lessor) during the period from delivery of the Equipment to removal thereof (the "Lease Period"). Lessee will immediately discontinue use of the Equipment if, at any time, the Equipment becomes unsafe or is in a state of disrepair. Lessee will immediately notify Lessor if the Equipment is unsafe or in disrepair, and until such time as Lessor has regained possession of the Equipment, Lessee agrees to take all reasonable steps to prevent injuries to any property from the Equipment. If the Equipment is blown down or damaged in any manner whatsoever due to storm, tomado, high winds or other damaged in an amount equal to, in Lessor's sole discretion, the replacement or repair cost of the Equipment; provided however, that if the Accidental Damage Waiver ("ADW") is "ACCEPTED" and initialed by Lessee (on reverse of this Agreement) and the Lessee has paid the ADW fee, the Lessor will waive any claims it may have against Lessee for accidental loss or accidental damage to the Equipment. Lessee shall not make any alteratio
- 4. Lessee is responsible for and shall secure in a timely fashion all permits, licenses and consents and comply with government ordinances required for installation, maintenance and use of the Equipment, and solely incur the costs thereof. Lessee will provide readily accessible power outlets of sufficient capacity to safely operate the Equipment.
- 5. Lessee shall provide, at Lessee's sole cost and expense, sufficient unobstructed space for the delivery, installation, dismantlement and removal of the Equipment, Lessee shall remove all personal property installed or placed within the Equipment by Lessee or any other party, and upon dismantlement and removal, Lessor shall have no obligation to provide protection to such personal property of Lessee or third party, or to move, remove, or dismantle such personal property or to dispose of any rubbish or refuse on the Premises not directly attributable to the removal of the Lessor's Equipment. If any such personal property is not removed as required herein, prior to the dismantlement and removal of the Equipment, Lessor may nonetheless enter the Premises, move or remove any such personal property at Lessee's sole risk and cost, and dismantle and removal the Equipment without further notice, and Lessee hereby indemnifies, protects, defends and hold harmless Lessor from any cost, expenses or liability arising therefrom. Lessor reserves the right to inspect the Equipment at any reasonable time during the Lesse Period.
- 6. Lessor shall be permitted to drill holes in pavement, its building and disturb earth or grass areas to accommodate stakes or other anchors. Lessor shall endeavor to minimize damage to Lessee's asphalt, concrete, brick, patio, lawn, plantings, and the Premises generally. Lessor will not be responsible for delays in the event of storms, excessive winds, other weather conditions, casualty, government regulations, strikes, civil disturbances, or other matters beyond the reasonable control of Lessor. Lessor has the right to dismantle and remove the Equipment if the Equipment and the Equipment in the sole opinion of Lessor, damage or destroy the Equipment Lessor shall not be liable in any manner for injuries or damages to any persons, property or materials under or near the Equipment, including pool covers, dance floors, and staging, caused by fire from any cause, rain, hail, sleet, snow, high winds, tornadoes, floods, lightning, or other disturbances of nature or by the Equipment failing by reason thereof. Lessor shall not be liable in any manner for injuries or damages caused to persons or things falling over or coming in contact with ropes, stakes or other supports of the Equipment. Lessee assumes all risks and liability for the use and operation of the Equipment and for personal injuries and property damage arising from or incidental thereto, and Lessee shall indemnify, protect, defend, and save harmless Lessor against any and all claims, demands or causes of action of every kind arising in favor of any personal injuries and property and personal injury or death, or damage to any property, related to or growing out of incident to or resulting directly or indirectly from performance of this Agreement, and the rental of the Equipment from any cause whatsoever unless such claims, demands or cause of action arise solely through the gross negligence of Lessor.
- 7. Lessor shall deliver and install the Equipment at such reasonable times, as it deems appropriate for safety and scheduling. Lessee shall provide Lessor with a written plan as to the existence and location of any underground cables, pipes, conduits and any other obstructions. In the absence of such advice, Lessor shall assume that no such underground obstructions exist. Lessor may rely on and follow any oral or written directions by any member of Lessee's family or Lessee's employees or agents with respect to the delivery, installation, dismantlement or removal of the Equipment or the performance of any service called for by this Agreement.
- 8. If Lessee supplies any labor in connection with the installation of the Equipment, Lessee shall provide workmen's compensation for such labor meeting applicable state law requirements and general liability insurance amounts reasonably required by Lessor. Lessee shall indemnify, protect, defend and hold harmless Lessor from and against any and all claims, damages, costs and liability of any nature related to the use of such labor supplied by Lessor.
- 9. In the event that Lessee requests any change relating to the services to be performed or Equipment to be leased from the specifics otherwise provided, Lessor shall have the right to add or subtract such Equipment, service or servicemen as in its sole discretion as may be necessary to maintain the safety and quality of the work to be performed. Lessee shall pay for any additional Equipment, service or servicemen (or shall receive credit for any reduction thereof) at Lessor's customary charge.
- 10. This Agreement can be canceled by Lessee only upon delivery of written notice of such cancellation to Lessor not less than fourteen (14) days prior to the time scheduled for initial delivery of Equipment to Premises. In the event that proper notice of cancellation is given by Lessee to Lessor, on or before thirty (30) days prior to such scheduled delivery date, then Lessee's deposit shall be refunded except for such portion of the deposit as represents out-of-pocket expenditures incurred by Lessor in anticipation of the engagement. In the event that proper notice of cancellation is given less than thirty (30) days, but more than fourteen (14) days prior to such delivery date, then Lessee shall be liable in addition thereof for all incidental and consequential damages as a result of such breach, and lost profit of Lessor along with any expenses previously incurred by Lessor. Should Lessee fail to give such written notice of cancellation prior to fourteen (14) days before the scheduled delivery date, then Lessee shall be responsible for the full contract price specified in this Agreement.
- 11. Lessee shall pay this contract price plus such additions thereof as may be agreed upon or chargeable pursuant to the terms hereof within the period specific herein. If the balance due is not paid as provided herein, the Lessee shall be charged a Late Payment Fee of the lesser of 2% interest per thirty (30) days thereafter until final payment is made. In the event that Lessee has directed that the lease charges hereunder be billed to another person or organization, and the payment is not made by such person or organization within the terms specified, Lessee shall promptly apy said lease charges and such additional charges as may be added to the outstanding balance pursuant to the terms hereof. If account is turned over for collections, all costs, fees and charges associated with these efforts will be added to the contract and be the responsibility of the Lessee.
- 12. If Lessee defaults in the payment of any charges hereunder or otherwise breach any of the terms or conditions hereof, or if any execution or writ or process of law shall be issued in any action against the Lessee whereby the said Equipment might be taken or distrained, or if a proceeding in a bankruptcy, receivership or insolvency shall be instituted by or against Lessee or Lessee's property, or if Lessee shall enter into any agreement or composition with creditors, Lessor may immediately take repossession of its Equipment without any court order or any other process of law and may enter the Premises where said Equipment may be and remove the same with or without notice of its intention to do so, without liability therefrom
- 13. This Agreement, together with schedules from time to time attached hereto, constitutes the entire agreement of the parties hereto. Any changes or modification to this Agreement must be in writing and signed by the duly authorized representatives of the parties, except that any agreement between the said parties as to any additional Equipment or service needed by the Lessee and the charges therefor may be made orally by an authorized representative of the parties
- 14. LESSOR MAKES NO REPRESENTATIONS OR WARRANTIES, ORAL OR WRITTEN, EXPRESS OR IMPLIED, AS TO THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, HABITABILITY, SUITABILITY AND FITNESS FOR A PARTICULAR PURPOSE, EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT. IN THE EVENT OF ANY BREACH OF THIS AGREEMENT BY LESSOR, LESSE'S SOLE AND EXCLUSIVE REMEDY SHALL BE THE REFUND OF THE PRICE PAID BY LESSEE TO LESSOR. LESSOR SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR ANY OTHER DAMAGES OR CLAIMS RESULTING FROM ACTS OF THE LESSOR, INCLUDING, WITHOUT LIMITATION, ANY NEGLIGENCE OR BREACH OF THIS AGREEMENT.
- 15. Lessor's rights and remedies hereunder or by law shall be cumulative, not exclusive and shall be in addition to all rights and remedies available to Lessor. Lessor's failure to enforce strictly any provision of this Agreement shall not be construed as a waiver thereof, or as excusing Lessee from future performance. Lessee irrevocably agrees that all actions arising directly or indirectly as a result or consequence of this Agreement shall be instituted and litigated only in courts having their situs in Cook County, Illinois. Lessee hereby consents to the exclusive jurisdiction and venue of any State or Federal Court having its situs in such County, and waives any objection based on forum non-conveniens.
- 16. In addition to all other amounts owing by Lessee to Lessor in connection with the transaction herein described, Lessee shall pay to Lessor all legal fees, costs, expenses and court costs incurred by Lessor in enforcing any of the provisions of this Agreement.







Date: September 20, 2022

To: Board of Trustees and Village President

CC: Daniel Ritter, Interim Community Development Director

From: Carolyn Mitera, Business Retention & Marketing Specialist

Subject: Wyman & Co. – Sign Grant

BACKGROUND

Kathie Wyman (Applicant), owner of Wyman & Co. Picture Framing and Art Gallery, owns the property located at 17324 Oak Park Avenue (PIN 28303080150000). The company, Wyman & Co., is a custom framing and art gallery and has been in business for over 50 years. The Applicant removed non-conforming awnings and plans to install new exterior signage as a replacement. The proposed exterior signage is a flat aluminum wall sign.



Request

The Applicant is requesting funds under the Sign Grant Program to promote and advertise the business. The intent of the Sign Grant Program is to provide an incentive for business owners to introduce creative and attractive signs that will complement the downtown. The program provides a matching grant of 50% with a maximum reimbursement of \$5,000 per tax paying business. One site can use up to \$70,000 in matching grants between the different types of grants every three years.

The proposed sign is a 15 square foot aluminum flat wall sign. The sign will feature a matte black background with 1.5" deep urethane painted white gloss raised letters. The wall sign will be mounted by deep pan angle clips attachment from reverse. Lighting above the sign will be completed after installation and is not part of the grant application. The Applicant has chosen to utilize Effective Signs for the sign design and installation. The Applicant submitted one proposal for the grant requested as required. The proposal amount is as follows:

Scope of Work	Effective Signs		
Sign Design and Installation	\$1985.00		

Staff Recommendation:

Staff is seeking a motion to recommend to the Village Board approval of a matching Sign Grant not to exceed \$992.50 for Kathie Wyman (Applicant), owner of Wyman & Co.

THE VILLAGE OF TINLEY PARK

Cook County, Illinois Will County, Illinois

RESOLUTION NO. 2022-R-111

A RESOLUTION APPROVING AND AWARDING AN OAK PARK AVENUE SIGN GRANT TO WYMAN & CO. AT 17324 OAK PARK AVENUE

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

WILLIAM P. BRADY
WILLIAM A. BRENNAN
DIANE M. GALANTE
DENNIS P. MAHONEY
MICHAEL G. MUELLER
COLLEEN M. SULLIVAN
Board of Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park

VILLAGE OF TINLEY PARK

Cook County, Illinois Will County, Illinois

RESOLUTION NO. 2022-R-111

A RESOLUTION APPROVING AND AWARDING AN OAK PARK AVENUE SIGN GRANT TO WYMAN & CO. AT 17324 OAK PARK AVENUE

WHEREAS, Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois provides that any municipality which has a population of more than 25,000 is a home rule unit, and the Village of Tinley Park, Cook and Will Counties, Illinois, with a population in excess of 25,000 is, therefore, a home rule unit and, pursuant to the provisions of said Section 6(a) of Article VII, may exercise any power and perform any function pertaining to its government and affairs, including, but not limited to, the power to tax and to incur debt; and

WHEREAS, the Village of Tinley Park ("Village") has adopted the Oak Park Playbook ("OPA Playbook"), which is a series of grants designed to encourage development in downtown Tinley Park; and

WHEREAS, an application has been filed with the Community Development Department by Kathie Wyman, on behalf of Wyman & Co. ("Petitioner"), owns certain real estate, located at 17324 Oak Park Avenue ("Subject Property"), PIN #28-30-308-015-0000 legally described in the attached Exhibit 1, and has applied for one (1) Oak Park Avenue Sign Grant ("Sign Grant"); and

WHEREAS, the Committee Of The Whole reviewed the application on September 20, 2022 and found that the application met the intent of the OPA Playbook standards and recommended approval of the grant. The Petitioner will utilize the funds received from the Sign Grant to install a new wall sign at the Subject Property ("Sign Improvement") to replace a previously existing dilapidated awning sign; and

WHEREAS, said Petitioner is eligible for the Sign Grant in an amount not to exceed \$992.50 as described in the estimated cost in the attached Exhibit 2; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interest of said Village of Tinley Park and its residents to award Petitioner said Sign Grant in an amount not greater than \$992.50; and

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS, STATE AS FOLLOWS:

SECTION 1: The foregoing recitals shall be and are hereby incorporated as findings of fact as if said recitals were fully set forth herein.

SECTION 2: That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interest of the Village of Tinley Park and its residents that the aforesaid Sign

Grant be awarded to Petitioner to install a new wall sign at the Subject Property and that said Sign Grant shall be in an amount not greater than \$992.50.

SECTION 3: That the Petitioner, prior to receipt of any monies from the Village, shall provide a complete and total accounting of all costs, payments, and invoices to the Village.

SECTION 4: Any policy, resolution, or ordinance of the Village that conflicts with the provisions of this Resolution shall be and is hereby repealed to the extent of such conflict.

SECTION 5: That the Village Clerk is hereby ordered and directed to publish this Resolution in pamphlet form, and this Resolution shall be in full force and effect from and after its passage, approval, and publication as required by law.

PASSED THIS 20 th day of September 2022.	
AYES:	
NAYS:	
ABSENT:	
APPROVED THIS 20 th day of September 2022.	
ATTEST:	VILLAGE PRESIDENT
VILLAGE CLERK	

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

CERTIFICATE

I, NANCY M. O'CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2022-R-111, "A RESOLUTION APPROVING AND AWARDING AN OAK PARK AVENUE SIGN GRANT TO WYMAN & CO. AT 17324 OAK PARK AVENUE," which was adopted by the President and Board of Trustees of the Village of Tinley Park on September 20, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 20th day of September 2022.

NANCY M. O'CONNOR, VILLAGE CLERK

EXHIBIT 1

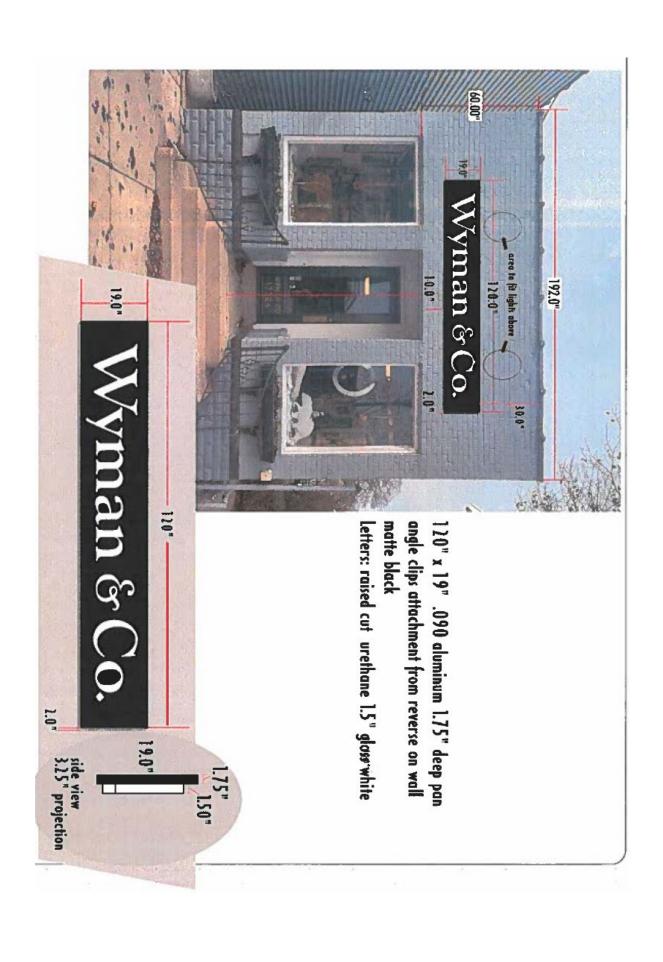
LEGAL DESCRIPTION

THE WEST 64 FEET OF THE NORTH 19 FEET OF LOT 5 IN BLOCK 1 IN CHRISTIAN ANDRES SUBDIVISION OF PART OF THE SOUTH ½ OF LOT 1 OF THE SOUTHWEST ¼ OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THEIRD PRINCIPAL MERIDIAN, ACCORDING TO THE MAP RECORDED APRIL 4, 1879 IN BOOK 14, OF PLATS, PAGE 42, AS DOCUMENT 216647 AND THE UNDIVIDED ½ OF THE EAST 16 FEET OF LOTS 5 AND 6 IN BLOCK 3 IN CHRISTIAN ANDRES SUBDIVISION OF PART OF THE SOUTH ½ OF LOT 1, LYING NORTH OF THE CHICAGO ROCK ISLAND AND PACIFIC RAILROAD IN THE SOUTHWEST ¼ OF SECTION 30, TONWSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINICPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL IDENTIFICATION NUMBER: 28-30-308-015-0000

COMMONLY KNOWN AS: 17324 Oak Park Avenue, Tinley Park, Illinois

EXHIBIT 2









Aug 13 2022

WYMAN & Co 17324 OAK PARK AVE

Attention: Kathy Wyman Project: Facade sign

As per your request, we are submitting our bid to provide materials and labor to provide the following:

Design Fabricate & Install

Wall sign - 'reverse pan shape' Consisting of .090 aluminum, size 120.0 x19.0 x 1.75"

Add raised letters: cut out 1.5" deep urethane painted white gloss

Black matte background

WYMAN & CO as per approved layout

mount on facade at height/location illustrated with steel angle clips

Total \$ 1985.00

**Actual Village of Tinley Park Permit fee will be added to final invoice

TERMS: \$1250.00 deposit required to begin, balance \$735.00 plus permit fee upon completion Payment by check is reflected in above total. Payment by credit card/electronic means adjusts price upwards by 3.99% Payment is expected upon completion of services unless other arrangements have been made

DELIVERY/TIME 3-4 weeks

Delivery time begins after municipality permit approval
Permit approval can take several weeks
Delivery Times Are Estimates Only And Completion May Take Longer That Quoted.

Any layouts or renderings provided to aid in purchase of a sign from Effective Sign remain property of Effective Signs, and cannot be copied or reproduced to produce a similar sign.

This signed contract consitutes authorization to proceed. Deposits are non-refundable once any work has begun.

This includes permit paperwork, emails, meetings and purchase of materials.

We make every effort to be aware of local sign codes & revisions, however, changes to any sign to conform with current code requirements in order to be approved by a municipality after an agreed proposal is rendered, will be re-quoted and accordingly charged at our discretion for any physical changes to the sign from the original proposal as well as additions of materials, labor, permit procurement, emails & meetings.

You are entering into a legally binding agreement to purchase signage from Effective Signs
Delivery times are estimates only and completion may take longer that quoted.

Effective Signs will not install any sign without local municipality and property owner approval.

Effective Sign reserves the right to request full payment of balance due prior to installation of sign.

Additionally, customer grants Effective Signs, permission to, at our discretion, remove any part or

complete sign that has been installed but not fully paid by the terms set forth above.

Accepted By:	Title/Position:	Date	
owner, principal			
address of owner/principal_street_	city	state	zip
Rusiness Tay ID # if corporation			

16752 OAK PARK AVENUE/TINLEY PARK, IL 60477 + 708.633.0730 effectivesigns@yahoo.com



Date: September 20, 2022

To: Village Board of Trustees

From: Kristin Thirion

Subject: CD Liquors – Liquor License Re-Classification

Due to a past administrative or technical error, CD Liquors (8005 W. 183rd St., Units F-G-H) was mistakenly issued a Class A (Bar) Village of Tinley Park liquor license. We are seeking to remedy this error by reclassifying CD Liquors' license to Class B (Liquor Store).





Date: August 31, 2022

To: Pat Carr – Village Manager

From: Lisa Kortum, Emergency Management and 911 Director

Subject: Purchase Request – Upgrade i3 NG911 equipment

Presented for the Committee of the Whole/Village Board Meeting consideration and possible action:

Description:

The State of Illinois adopted the move to i3 NG9-1-1 for all PSAPs (Public Safety Answering Points) – (Dispatch Centers) in the State.

Next Generation 9-1-1 (NG9-1-1) is a secure, nationwide, interoperable, standards-based, all-IP emergency communications infrastructure enabling end-to-end transmission of all types of data, including voice and multimedia communications from the public to an emergency communications center.

In order to be compliant with the State, the existing emergency communications infrastructure in the Tinley Park Dispatch Center requires upgrading. Additional equipment is required to move to i3 NG911 as well as replacing outdated and obsolete equipment that has been is service for over 7 years.

The move to i3 is scheduled for late October to early November.

The 911 Communciations center is awaiting the approval of grant funding in the amount of \$107,938.69. The disparity of funds is because the State will not approve funding to update the 4 position back up center.

It is the recommendation that the Village Board approve project coordination for the additional equipment and installation by Municipal Services Consulting (MSC) to make necessary upgrades as reflected in the attached proposal of \$145,223.76.

Staff Direction Request:

- 1. Approve Purchase Order for necessary equipment installation and project coordination with Municipal Services Consulting, in the amount of \$ 145,223.76 as requested and approved in the FY22 budget.
- 2. Direct Staff as necessary.

Attachment:

- 1. Municipal Services Consulting Proposal
- 2. Multiple quotes





Traverse City, MI 49685 4580

955 E. Commerce Dr. Suite A, (231) 409-4111 Fax (231) 929mmachuta@aol.com

November 8, 2021

Lisa Kortum, Director Village of Tinley Park

Re: Console upgrade to NG911 i3

Director Kortum:

MSC is pleased to provide the upgrade requirements for NG911 i3. The items cover new PCs, server, touch screens and required cards and software to support the upgrade as well as end of life equipment currently utilized within the 911 Center.

List of equipment and costs

Item	Description	Qty		Cost	Extended
1	Position Computers	10	\$	2,569.40	\$ 25,694.00
2	Network interface cards	2	\$	247.00	\$ 494.00
3	Touch screen monitors	20	\$	1,312.00	\$ 26,240.00
4	CAM PW supplies	10	\$	588.00	\$ 5,880.00
5	16 slot card cage	1	\$	6,847.00	\$ 6,847.00
6	Dual power supplies - MEP	2	\$	535.00	\$ 1,070.00
7	Dual TRC Card	1	\$	2,470.00	\$ 2,470.00
8	TGC SIP trunk card	3	\$	3,129.00	\$ 9,387.00
9	Punch Blocks	6	\$	90.50	\$ 543.53
10	MEP System Bus Cable	1	\$	271.76	\$ 271.76
11	MEP Telco- cables	6	\$	80.00	\$ 480.00
12	Rack mount server	1	\$	8,647.00	\$ 8,647.00
13	NG911-i3 software	1	\$	14,000.00	\$ 14,000.00
14	Engineering – Testing - Programming	1	\$	3,200.00	\$ 3,200.00
15	Factory setup and equipment testing and	1	\$	12,400.00	\$ 12,400.00
	burning		Ą	12,400.00	
16	Operator training	1	\$	2,800.00	\$ 2,800.00
17	Final testing – packing and shipping	1	\$	1,800.00	\$ 1,800.00
18	System installation – interface to LEC carrier,	1	\$	23,000.00	\$ 23,000.00
	CAD and Logging Recorder				
	System Total			1110	\$ 145,223.76

The quote covers upgrading the system due to end of life on equipment and NG911-i3 requirements.

Items for NG911-i3 only are highlighted in **Bold** for a total cost of = **91,786.76**

P.O. BOX 875

PEOTONE, IL 60468

Phone: (708) 514-1221 Fax:

Quots NO Q82667

Quote Page 1 of 2

ACCT. NO.:

1234

SOLD TO:

MODULAR COMMUNICATIONS

955 E. COMMERCE DR.

SUITE A

TRAVERSE CITY MI 49685

UNITED STATES

SHIP TO: MODULAR COMMUNICATIONS

955 E. COMMERCE DR.

SUITE A

TRAVERSE CITY MI 49685

UNITED STATES

Sales No.		rchase ler No.	Ship Via	Sales- Person	Date Shipped	Terms		Invoice Date
235	TINLEY	PARK QTE	≣	JP	08/22/2022	Net 3	30 Days	08/22/2022
Quantity Ordered	Quantity Shipped	Back Ordered	ITEM NO.		DESCRIPTION		UNIT PRICE	EXTENDED PRICE
2.00	2.00	0.00	MODU-NETWORK CARDS	NETWORK IN	ITERFACE CARD		\$201.25	\$402.50
6.00	6.00	0.00	PMICRO-3203L	ELO E720061	/3203L	•	\$1,860.00	\$11,160.00
1.00	1.00	0.00	MODU-16 SLOT CARD CAGE	MODUCOM 1	6 SLOT CARD CA	GE	\$6,829.85	\$6,829.85
2.00	2.00	0.00	MODU-DUAL POWER SUPPLIES	MODUCOM E	OUAL POWER SU	PPLIE!	\$533.60	\$1,067.20
1.00	1.00	0.00	MODU-DUAL TRC CARD	MODUCOM E	MODUCOM DUAL TRC MEP CARD		\$2,464.45	\$2,464.45
3.00	3.00	0.00	MODU-TGC SIP TRUNK CARD	TGC TRUNK	CARD		\$3,121.10	\$9,363.30
6.00	6.00	0.00	MODU-PUNCH BLOCK	PUNCH BLOG	CKS, 66 TYPE		\$90.28	\$54 1.68
1.00	1.00	0.00	MODU-SYSTEM BUS CABLE	MODUCOM S	SYSTEM BUS CAB	LE	\$270.25	\$270.25
6.00	6.00	0.00	MODU- 50' MEP TELCO CABLE	50' MEP TELO	CO CABLE, AMP T	YPE	\$270.25	\$1,621.50
. 1.00	1.00	0.00	MODU-RACK SERVER		T SERVER/17" NO		\$8,510.00	\$8,510.00
1.00	1.00	0.00	MODU-NG911-I3 SOFTWARE	NG911 i3 SO	NG911 i3 SOFTWARE		\$10,185.55	\$10,185.55
1.00	1.00	0.00	MODU-ENGIN/TEST/ PROG	ENGINEERING/TESTING/PROGRAM MING/SCREEN UPGRADE		\$6,325.00	\$6,325.00	
1.00	1.00	0.00	MODU-FACTORY SYS ASSEM/TEST	FACTORY SY TESTING	FACTORY SYSTEM ASSEMBLY AND		\$13,259.50	\$13,259.50
1.00	1.00	0.00	MODU-FINAL TESTING	FINAL TYEST SHIPPING	TING/PACKING AN	ID	\$920.00	\$920.00

J & L ELECTRONIC SERVICE, INC.

P.O. BOX 875

PEOTONE, IL 60468

Phone: (708) 514-1221 Fax:

QUOZE NO Q82667 Quote Page 2 of 2

ACCT. NO.:

1234

SOLD TO:

MODULAR COMMUNICATIONS

955 E. COMMERCE DR.

SUITE A

TRAVERSE CITY MI 49685

UNITED STATES

SHIP TO: MODULAR COMMUNICATIONS

955 E. COMMERCE DR.

SUITE A

TRAVERSE CITY MI 49685

UNITED STATES

Sales No.	-	rchase ler No.	Ship Via	Sales- Person	Date Shipped	Terms	Invoice Date
235	TINLEY	PARK QTI		JP	08/22/2022	Net 30 Days	08/22/2022
Quantity Ordered	Quantity Shipped	Back Ordered	ITEM NO.		DESCRIPTION	UNIT PRICE	EXTENDED PRICE
48.00 1.00 32.00	48.00 1.00 32.00	0.00	MODU-SYS INST MISC HARDWARE FT	CARRIER/CA MISC HARDW FIELD TECHN BUDGETARY SUPPLY ABO MATERIALS A MANUFACTU SUPPLIED CA AND INSTALL ELO MONITO NOT INCLUD MATERIALS T MONITORS. I OF MONITOR SEPTEMBER DEPENDING	UICAL LABOR QUOTATION TO VE LISTED AND LABOR. REPLACE RER AM POWER SUPPLIES ATION OF IRS. PROPOSAL DOES E ANY TO SUPPORT NEW 32' DELIVERY RS DUE LATE		\$5,040.00 \$500.00 \$3,360.00
						SALES AMOU	Φ01,020.10
					Thank You	TAXABLE TOTA SALES TA FREIG TOTA	AX \$0.00 hT \$0.00



955 E Commerce Dr. Traverse City, MI 49685 T: (231)944-8420

E:sales@moducom.com
W: www.moducom.com

August 25, 2022

Village of Tinley Park, IL Request for Quote "ModUcom Dispatch System Upgrade"

List of equipment and costs

Item	Description	Qty	Cost	Extended	
2	Network interface cards	2	\$250.00	\$500.00	
3	Touch screen monitors 32"	6	\$1,980.00	\$11,880.00	
4	CAM power supplies -install labor	6	\$600.00	\$3,600.00	
5	16 slot card cage	1	\$6,900.00	\$6,900.00	
6	Dual power supplies - MEP	2	\$550.00	\$1,100.00	
7	Dual TRC Card	1	\$2,600.00	\$2,600.00	
8	TGC SIP trunk card	3	\$3,400.00	\$10,200.00	
9	Punch Blocks	6	\$99.00	\$594.00	
10	MEP System Bus Cable	1	\$280.00	\$280.00	
11	MEP Telco- cables	6	\$280.00	\$1,680.00	
12	Rack mount server	1	\$8,900.00	\$8,900.00	
13	NG911-i3 software	1	\$11,000.00	\$11,000.00	
14	Engineering – Testing - Programming	1	\$7,500.00	\$7,500.00	
15	Factory setup and equipment testing and burnin	1	\$16,000.00	\$16,000.00	
16	Operator training	1	2500	\$2,500.00	
17	Final testing – packing and shipping	1	\$1,500.00	\$1,500.00	
18	System installation – interface to LEC carrier, CAD and Logging Recorder	1	\$9,000.00	\$9,000.0	
	System Total			\$95,734.0	

Factory direct system upgrade to i3 NG911 per request received on August 22, 2022



955 E. Commerce Dr. Suite A, Traverse City, MI 49685 (231) 409-4111 Fax (231) 929-4580 mmachuta@aol.com

August 25, 2022

Village of Tinley Park, IL Request for Quote "ModUcom Dispatch System Upgrade"

List of equipment and costs

Item	Description		Cost		Extended	
2	Network interface cards	2	\$ 220.00	\$	440.00	
3	Touch screen monitors 32"	6	\$ 1,910.00	\$	1,460.00	
4	CAM power supplies -install labor	6	\$ 375.00	\$	2,250.00	
5	16 slot card cage	1	\$ 6,900.00	\$	6,900.00	
6	Dual power supplies - MEP	2	\$ 550.00	\$	1,100.00	
7	Dual TRC Card	1	\$ 2,540.00	\$	2,540.00	
8	TGC SIP trunk card	3	\$ 3,200.00	\$	9,600.00	
9	Punch Blocks	6	\$ 97.00	\$	582.00	
10	MEP System Bus Cable	1	\$ 275.00	\$	275.00	
11	MEP Telco- cables	6	\$ 275.00	\$	1,650.00	
12	Rack mount server	1	\$ 8,800.00	\$	8,800.00	
13	NG911-i3 software	1	\$ 11,000.00	\$	1,000.00	
14	Engineering – Testing - Programming	1	\$ 6,500.00	\$	6,500.00	
15	Factory setup and equipment testing and burnin	1	\$ 14,600.00	\$	14,600.00	
16	Operator training	1	Inc	\$		
17	Final testing – packing and shipping	1	\$ 1,200.00	\$	1,200.00	
18	System installation – interface to LEC carrier, CAD and Logging Recorder	1	\$ 6,500.00	\$	6,500.00	
				111		
	System Total			\$	85,397.00	



Date: September 14, 2022

To: Pat Carr, Village Manager

From: John Urbanski, Public Works Director

Subject: Illinois Transportation Enhancement Project (ITEP) Grant

80th Avenue & Timber Drive Traffic Signal

Presented for September 20, 2022, COW & Village Board Agenda discussion:

Background:

Annually the Illinois Department of Transportation (IDOT) will release the availability of funding through the Illinois Transportation Enhancement Project (ITEP) Grant. With this funding there comes requirements to be met prior to application. One of these requirements is Village Board approval of a Resolution stating that if 80% funding of the proposed project is approved, the Village will commit the remaining 20%.

Description:

In coordination with Robinson Engineering (REL), Public Works is recommending the selection of the Timber Drive Traffic Signal as the recommended project for the ITEP Grant application. As read in Resolution-R-108, as attached the grant award would cover 80% of preliminary engineering, design, and construction costs for the project with 20% to be paid for with local funds. As currently estimated, 20% committal would equal roughly \$390,000, plus any additional amount as required for the Village of Tinley Park's share of the project costs.

Staff Direction:

- 1. Approve recommended installation of the 80th Ave. & Timber Dr. Traffic Signal as the submitted project for the ITEP Grant.
- 2. Approve Resolution for the ITEP Grant.

Attachments:

1. Resolution No. 2022-R-108



THE VILLAGE OF TINLEY PARK

Cook County, Illinois Will County, Illinois

RESOLUTION NO. 2022-R-108

A RESOLUTION IN SUPPORT OF THE VILLAGE OF TINLEY PARK'S APPLICATION FOR AN ILLINOIS TRANSPORTATION ENHANCEMENT PROGRAM (ITEP) GRANT FOR THE 80TH AVENUE TRAFFIC SIGNAL IMPROVEMENTS AT TIMBER DRIVE

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

WILLIAM P. BRADY
WILLIAM A. BRENNAN
DIANE M. GALANTE
DENNIS P. MAHONEY
MICHAEL G. MUELLER
COLLEEN M. SULLIVAN
Board of Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park

RESOLUTION NO. 2022-R-108

A RESOLUTION IN SUPPORT OF THE VILLAGE OF TINLEY PARK'S APPLICATION FOR AN ILLINOIS TRANSPORTATION ENHANCEMENT PROGRAM (ITEP) GRANT FOR THE 80TH AVENUE TRAFFIC SIGNAL IMPROVEMENTS AT TIMBER DRIVE

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 the (ITEP) Grant Application with the ILLINOIS DEPARTMENT OF TRANSPORTATION.

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 the (ITEP) Grant Application be entered into by the Village of Tinley Park;

WHEREAS, the Village of Tinley Park, located in the Counties of Will and Cook in the State of Illinois, desires to participate in the construction of traffic signals with pedestrian crossing implements on 80th Avenue at Timber Drive in order to facilitate a safe mode of transportation to the METRA station on Timber Drive; and

WHEREAS, an Illinois Transportation Enhancement Program (ITEP) Grant will fund 80% of the preliminary engineering, design, and construction costs for the project with 20% to be paid for with local funds; and

WHEREAS, the Village of Tinley Park does hereby commit local funds in the amount of \$390,000 to cover its share of the preliminary engineering, design, and construction costs.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF TINLEY PARK, WILL & COOK COUNTIES, ILLINOIS AS FOLLOWS:

FIRST: The findings made in the prefatory portion of this Resolution are hereby adopted; and

SECOND: The Village of Tinley Park does hereby commit the approximate amount of \$390,000, plus any additional amount as may be required for the Village of Tinley Park's share of the project costs.

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 "(ITEP) Grant Application" be entered into and executed by said Village of Tinley Park, with said (ITEP) Grant Application

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 aut	horized to execute for and on behalf of said Village of Tinley Park the aforesaid (ITEP)
Grant Application.	
Section 4:	That this Resolution shall take effect from and after its adoption and approval.

<u>Section 1.</u> That this resolution shall take effect from the acception the approval.
ADOPTED this 20TH day of SEPTEMBER, 2022, by the Corporate Authorities of the Village of
Γinley Park on a roll call vote as follows:
AYES:
NAYS:
ABSENT:
APPROVED this 20TH day of SEPTEMBER, 2022.
Village President
ATTEST:

Village Clerk

EXHIBIT 1 (ITEP) Grant Application

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

CERTIFICATE

I, NANCY M. O'CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2022-R-108, "A RESOLUTION APPROVING A GRANT APPLICATION BETWEEN THE VILLAGE OF TINLEY PARK AND THE ILLINOIS DEPARTMENT OF TRANSPORTATION FOR AN ILLINOIS TRANSPORTATION ENHANCEMENT PROGRAM (ITEP) GRANT FOR THE 80TH AVENUE TRAFFIC SIGNAL IMPROVEMENTS AT TIMBER DRIVE," which was adopted by the President and Board of Trustees of the Village of Tinley Park on SEPTEMBER 20, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 20TH day of SEPTEMBER, 2022.

VILLAGE CLERK	

ILLINOIS TRANSPORTATION ENHANCEMENT PROGRAM

Funding Application Guidance - Cycle 15 - 2022





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Section A - Program Background

Purpose of Guidelines

The purpose of this guidance is to assist project sponsors in understanding the requirements, eligibility, and the application process of the Illinois Transportation Enhancement Program.

About the Program

The goal of the Illinois Transportation Enhancement Program is to allocate resources to well-planned projects that provide and support alternate modes of transportation, enhance the transportation system through preservation of visual and cultural resources and improve the quality of life for members of the communities. ITEP requires communities to coordinate efforts to develop and build safe, valuable, and functional projects in a timely manner.

Under ITEP, the Illinois Department of Transportation (IDOT) works jointly with other state agencies, local governments, interest groups and citizens in enhancing the transportation system and building more livable communities. The enhancement program allows the opportunity for the public to become directly involved in transportation projects. Public participation is encouraged throughout the entire program planning, development, and implementation process. The public may provide comments on the program guidelines, as well as individual projects.

ITEP funds projects on a bi-annual cycle with the application period opening in the fall of each even numbered year. All project applications must be submitted through the on-line application process and should be complete and accurate. The application timeline can be found on the ITEP website and will be updated accordingly as the ITEP cycle progresses throughout the application fiscal year.

Projects must meet the following criteria to qualify for ITEP funds:

- 1. The project must have an eligible project sponsor.
- 2. The project must relate to surface transportation.
- 3. The project must fit within one of the eligible categories.
- 4. The project must be selected through a competitive process.

Federal Funding

The federal transportation bill, Fixing America's Surface Transportation Act changed the method by which transportation alternative projects are funded. Funding moved to a setaside of the Surface Transportation Block Grant (STBG) Program. The latest federal highway funding bill: Infrastructure, Investment, and Jobs Act (IIJA), authorized five years of the Transportation Alternatives Set-aside (TA Set-Aside) of the STBG Program.

State Funding

The Civil Administrative Code of Illinois (20 ILCS 2705) was amended as part of the Rebuild Illinois Capital Program. Section. 2705-615, Supplemental funding for the Illinois Transportation Enhancement Program, was added and requires IDOT to annually set aside \$50 million from the Road Fund for pedestrian and bicycle facilities and the conversion of

abandoned railroad corridors to trails projects. At least 25% of projects funded will be directed towards projects in high-need communities. Furthermore, the assistance with local matching funds shall be determined on a sliding scale based on community size, median income, and total property tax base. Projects will be mapped in the ITEP on-line application database to determine the community score. Eligible projects will receive 0%, 50%, or 100% of the matching funds from the state supplemental funding.

Matching Funds

Preliminary engineering, utility relocations, construction engineering and construction are eligible for funding at an 80/20 match; i.e., 80% is Transportation Alternatives Set-Aside funding and 20% matching funds. Acquisition of right-of-way and easements and Street Lighting are eligible for funding at a 50/50 match; i.e., 50% is federal Transportation Alternatives Set-Aside funding and 50% matching funds. The required match is the responsibility of the project sponsor unless they qualify for state matching funds based on high-need criteria. Other federal transportation funds are ineligible to use as local matching funds. Donations may be used as ROW match.

Federal Flexible Match (FFM) Program

It allows local agencies to apply for credits to be used as a part of their local match against the construction or construction engineering portion of the project. There is no need to apply for these credits until you have received notification that your project has been selected. Contact your local IDOT District ITEP Coordinator for further information relating to the FFM program.

Eligible alternate funding sources for local match

- 1. Illinois Bicycle Path Grant Program (IDNR)
- 2. Other IDNR Grant Programs (based on IDNR eligibility)
- 3. Department of Commerce and Economic Opportunity Tourism Funding Options
- 4. Federal programs for youth conservation or service corps (42 U.S.C. 12571)
- 5. Community Development Block Grants (42 U.S.C. 5305(a)(9))
- 6. State and Local Motor Fuel Tax Funds (MFT)
- 7. Local General Revenue Tax Funds
- 8. Federal funds that are not included in the ISTEA, TEA-21, SAFETEA-LU, MAP-21 or FAST Act federal highway bills
- 9. Non-Profit Organization Funds donated to the ITEP sponsor
- 10. Private or Corporate Funds donated to the ITEP sponsor
- 11. Soft Match (See Local Agency Federal Flexible Match (FFM) Program)
- 12. State Road Fund set aside for ITEP

Ineligible funding sources for local match

- 1. National Recreational Trails Program
- 2. Public Lands Highways Discretionary Fund Program (Forest Highway Program)
- 3. National Scenic Byway Program
- 4. ISTEA federal highway funds
- 5. TEA-21 federal highway funds

- 6. SAFETEA-LU federal highway funds
- 7. MAP-21/TAP federal highway funds
- 8. FAST Act federal highway funds
- 9. Safe Routes to School (SRTS) program funds

Key Points

These key points need to be understood and addressed before a sponsor applies for ITEP funding:

- Projects must enhance the transportation system by serving a transportation need or
 providing a transportation use or benefit. Project funds must be for public benefit and
 public use and cannot be used to solely benefit private or commercial businesses or
 individuals.
- 2. Projects must have an eligible project sponsor which are local entities with taxing authority that can guarantee matching funds (if applicable) to carry out the proposed project.
- **3.** The ITEP is a <u>reimbursable</u> grant program, which requires an interagency/joint funding agreement that details the project scope of work and cost participation. The project sponsor must pay preliminary engineering costs up-front and will be reimbursed as the sponsor submits the paperwork documenting implementation. Depending upon whether the project is local-let or state-let, the same conditions may apply for the construction phase.
- 4. Federally funded projects must follow all federal right-of-way and easement requirements regardless of whether enhancement funding is involved in the acquisition. This may cause additional time and should be considered in the project timeline
- 5. Projects must be implemented in a timely manner in accordance with the Sunset Clause. Projects involving Railroad coordination will require additional time and should consider that this may cause delays to the project timeline.
- 6. If more than one application is submitted by a project sponsor, each application will be reviewed and scored based on its own merit, regardless of category or relationship to any other application submissions.
- 7. Before any work qualifies for federal reimbursement: 1) all costs must be approved for funding; 2) authorization must be received from the Federal Highway Administration (FHWA); and 3) any required agreements must be in place. Operation and maintenance costs, along with contingency fees, are ineligible for ITEP funds. Road work (i.e., resurfacing) and parking lot improvements that support cars, trucks, and buses are ineligible for ITEP funds.
- 8. Local agency policy that intends on limiting the access (such as time-of-day restrictions) without adequate safety justification or prohibits transportation to any of its intended users will be ineligible. Future use of the facility must not violate the intended use throughout the designed life of the facility. Facilities must be maintained with full ADA accessibility and must continue to function as designed throughout the facility life.
- 9. The maximum ITEP award, including any awarded local match assistance, per project is capped at \$3 million. Any unused ITEP funds remaining after project completion will be returned to the program. They may not be used for additional work or for another project.

Applicant vs. Sponsor:

An applicant can be any representative on behalf of the sponsor to complete the ITEP application. The applicant should be experienced with the ITEP grant process and familiar with the project. This representative will be the primary point of contact for all communication relating to the application.

The Sponsor is the agency authorized through SAMs.gov to accept a federal grant. The point of contact for the Sponsor must be the senior representative authorized to accept financial liability for the grant. The Sponsor has the responsibility for implementation of the project.

Eligible Project Sponsors:

Under 23 U.S.C. 213(c)(4)(B), the eligible entities to receive enhancement funds are:

- 1. local governments;
- 2. regional transportation authorities;
- 3. transit agencies;
- 4. natural resource or public land agencies;
- 5. school districts, local education agencies, or schools;
- 6. tribal governments;
- 7. nonprofit entities;
- 8. MPO that represents an area with a population 200,000 or fewer;
- 9. a State, at the request of another eligible entity; and
- 10. any other local or regional governmental entity with responsibility for oversight of transportation that the State determines to be eligible, consistent with the goals of this subsection.

State DOTs are not eligible entities as defined under 23 U.S.C. 133(h)(4)(A) unless requested by another eligible entity. (23 U.S.C. 133(h)(4)(A)(x)). MPOs representing urbanized areas over 200,000 population are not eligible entities. (23 U.S.C. 133(h)(4)(A)(ix)). State DOTs and MPOs may partner with any eligible entity project sponsor to carry out a project. After projects have been selected, the State DOT may manage projects.

Projects with more than one agency supporting the project must identify a sponsor. It is the responsibility of the sponsor to obtain support from all affected jurisdictions.

Metropolitan Planning Organization (MPO).

The project sponsor is responsible for ensuring that approved projects within an MPO area are included in the most current Transportation Improvement Program (TIP) for that MPO.

Section B - Program Categories

Funding Categories:

- 1. Pedestrian/Bicycle Facilities
- 2. Streetscapes (Stand-alone Landscape projects are ineligible)
- 3. Conversion of Abandoned Railroad Corridors to Trails
- 4. Historic Preservation and Rehabilitation of Historic Transportation Facilities
- 5. Vegetation Management in Transportation Rights-of-Way
- 6. Archaeological Activities Relating to Impacts from Implementation of a Transportation Project
- 7. Storm Water Management, Control and Water Pollution Prevention or Abatement Related to Highway Construction or Due to Highway Runoff
- 8. Reduce Vehicle-Caused Wildlife Mortality or Restore and Maintain Connectivity Among Terrestrial or Aquatic Habitats
- 9. Construction of Turnouts, Overlooks, and Viewing Areas

The following activities are ineligible for ITEP funds:

- 1. Road work (i.e., resurfacing)
- 2. Parking lots/parking spaces/striping that support traditional modes of transportation such as cars, trucks, and buses
- 3. General recreation and park facilities, playground equipment, sports fields, campgrounds, picnic areas and pavilions
- 4. Recreational trails
- 5. Equestrian and snowmobile trails
- 6. Bike sharing programs capital and operational costs
- 7. Scenic or historic highway programs (including the provision of tourist and welcome center facilities)
- 8. Acquisition of scenic easements and scenic or historic sites
- 9. Routine maintenance and operation such as re-striping a trail, cleaning up debris or repairing broken curb
- 10. Trail resurfacing (maintenance)
- 11. Bike/bus/picnic shelters
- 12. Courthouses
- 13. Building purchase
- 14. Establishment of transportation museums
- 15. Landscape work (as a stand-alone project)
- 16. Storm sewers (see storm sewers in streetscape category)
- 17. Trash receptacles

- 18. Alleyway improvements
- 19. Bicycle lockers/racks (as a stand-alone project)
- 20. Pedestrian crossings (as a stand-alone project)
- 21. Street lighting (with no co-located alternate transportation facility or as a stand-alone project; unless in a designated historic district)
- 22. Pedestrian lighting (as a stand-alone project)
- 23. Fences (unless addressing a significant safety issue)
- 24. Benches (unless permanent in nature, limited use)
- 25. Utility Relocations 50% or more of the project's total construction costs
- 26. Any work performed before FHWA authorization
- 27. Utility relocation as a result of a Federal-Aid funded roadway improvement such as a widening project
- 28. Provision of safety and educational activities for pedestrians and bicyclists
- 29. State or MPO administrative purposes
- 30. Promotional activities
- 31. Feasibility and planning studies
- 32. Contingencies and inflation factors

Category-Specific Information Including Eligible and Ineligible Items

The following defines the ITEP eligible project categories and eligible/ineligible items within each category:

1. Pedestrian / Bicycle Facilities

These types of projects create alternative transportation options to complement the existing transportation system. By providing access to workplaces, businesses, schools, universities and shopping centers, communities have an alternative mode of transportation. Projects that improve existing facilities by making them more accommodating and/or accessible for pedestrian and bicycle use are eligible for funding. Projects can be at new locations or can improve existing facilities by providing connections to other regional facilities. Bike facilities, multi-use paths and sidewalks are eligible items in this category. Routine maintenance such as striping and repairing cracks are ineligible for ITEP funds.

Projects under this category must:

- provide a mode of transportation from one destination to another or make a transportation facility more accessible or accommodating for pedestrians or bicyclists (projects cannot be solely for recreational uses)
- 2. be included in a local, regional, or statewide plan (bikeway, trail, or greenways) and must be consistent with the Metropolitan Planning Organization (MPO) plan
- 3. be constructed in reasonable, useable segments and provide logical termini
- 4. include signing in bikeway projects for directions, permitted users and rules of the bikeways

2. Streetscapes

Streetscapes are eligible as a part of community improvement activities. They are also eligible if they are being done in conjunction with a Federal-Aid funded highway/roadway improvement or other TASA/STBG funded improvement.

Landscaping elements that enhance the aesthetic or ecological value of an area may be eligible as a part of the overall streetscape project. Eligible streetscape projects focus on improving the infrastructure to accommodate the traveling public. Landscape work as a stand-alone project is ineligible.

Streetscape lighting funding eligibility criteria:

- 1. Street lighting, federally reimbursable at 50%
- 2. Pedestrian lighting, federally reimbursable at 80%
- 3. Aesthetic lighting: Street lighting purely for aesthetic purposes will be ineligible. State right-of-way projects that do not provide lighting elements meeting BDE Manual design standard for an alternate transportation facility will be ineligible.

- 4. Bike path lighting: (see the section on Pedestrian Bicycle Facilities Project elements eligible for funding as part of pedestrian/bicycle projects).
- 5. Historical district lighting: Lighting within a historical designated district and germane to a historical preservation project is eligible for 80% federal funding.

Lighting design standards: Projects on State right-of-way will provide street and pedestrian lighting designs in accordance with Chapter 56 of the BDE Manual. Pedestrian lighting must meet standards outlined in RP-8-18. All lighting designs must be evaluated by submitting an AGi32 lighting design for approval during PE II.

3. Conversion of Abandoned Railroad Corridors to Trails

This category provides for the acquisition of abandoned railway corridors for the development of pedestrian or bicycle trails. <u>Intent must be shown that a pedestrian and bicycle trail will be built within ten years of the acquisition of the corridor</u>. Projects that are for right-of-way purchase only are ineligible. A greater emphasis will be placed on projects that have capital improvements planned within the near future. Funds may be used for transaction costs including appraisals, surveys, legal costs, and the actual purchase costs for acquiring the corridors.

- 1. Projects must be included in a local, regional, or statewide plan (bikeway, trail or greenways plan).
- 2. <u>Projects cannot be solely for recreational uses.</u> Projects can be new construction or can improve existing facilities by providing connections for users to other main facilities.
- 3. Projects acquiring land must adhere to the provisions of the Federal Uniform Relocation Assistance and Real Property Acquisition Act of 1970 as amended. This can be accomplished by following the IDOT's land acquisition policies and procedures.
- 4. Requires extensive work with the railroad and may need to include the Illinois Commerce Commission. It is strongly recommended that this coordination effort be completed or in progress.

4. Historic Preservation and Rehabilitation of Historic Transportation Facilities

Through historic preservation and rehabilitation activity, communities rehabilitate and restore transportation facilities significant to the history of transportation in Illinois. The exterior and interior structural components of the building may be eligible for funding. Interior amenities are typically the sponsor's responsibility but may be eligible depending on the end use.

- 1. Historic projects should be related to active or inactive transportation systems that enhance the transportation experience. <u>These properties must have been used or are still being used for surface transportation activities.</u>
- 2. Properties must be publicly owned and operated.
- 3. Historic projects must follow the Secretary of the Interior's Standards for Historic Preservation Projects. For a copy, please contact the Division of Historic Preservation within the Illinois Department of Natural Resources. (Appendix 3). Coordination for

these projects should go through the IDOT Bureau of Design and Environment (Appendix 2).

Historic projects must be designated as at least one of the following:

- 1. properties listed on the National Register of Historic Places
- 2. properties contributing to a National Register Historic District
- 3. properties designated as historic by a Certified Local Government that is approved by the Illinois Historic Preservation Agency and the Department of the Interior
- 4. properties contributing to the historic districts designated by a Certified Local Government that is approved by the Illinois Historic Preservation Agency and the Department of the Interior
- 5. properties in historic central business districts designated as an Illinois Main Street Community

The historic properties and/or districts must be designated prior to submission of the project application. If your project is selected for ITEP funding, coordination with the IDNR State Historic Preservation Office is required as soon as you receive your award letter. Contact your respective IDOT District Enhancement Coordinator for guidance.

If your project includes street or pedestrian lighting that is germane to the historic preservation project and within a designated historic district, the street and pedestrian lighting would be eligible for 80% federal funding.

5. Vegetation Management in Transportation Rights-of-Way

Through vegetation management activities, communities improve roadway safety, prevent against invasive species, and provide erosion control along transportation corridors. Routine maintenance such as mowing, brush burning, tree trimming or weeding an existing landscaped area are ineligible however, if the proposed work can be shown to address a specific safety issue, it may be eligible as a one-time consideration.

- Projects funded under this category cannot be used to replace what would typically be required on a Federal-Aid highway improvement but can be used to add to or supplement what would be considered as the standard required treatment.
- 2. Project improvements will be limited to the public roadway right-of-way. If justification can be provided that merits the project extending beyond the public right-of-way, either an easement or right-of-way will be required.

6. Archaeological Activities Relating to Impacts from Implementation of a Transportation Project

The archaeological activity allows communities to explore the history in America with archaeological excavations and surveys in conjunction with highway construction projects. The activity also helps build local economies by attracting tourists interested in history.

Projects in this category must focus on physical evidence of historic or prehistoric human life or activity relating to artifacts recovered from locations within or along highway corridors or along areas affected by a STBG program funded project. The project must be consistent with the Secretary of the Interior's Standards for Preservation Projects.

Examples of eligible planning and research projects include:

- 1. research, preservation, planning, and interpretation of archeological artifacts
- 2. curation for artifacts related to surface transportation
- 3. curation for artifacts recovered from locations within or along highway corridors
- 4. extending the limits of an archeological survey beyond what is required for a highway improvement

7. Storm Water Management, Control and Water Pollution Prevention or Abatement Related to Highway Construction or Due to Highway Runoff

As part of the National Environmental Policy Act (NEPA) process, all Federal-Aid transportation projects are required to provide environmental mitigation based on their impacts. Mitigation efforts include measures to avoid and minimize impacts. Projects in this category are not to replace mitigation currently eligible or required under Federal-Aid funded projects.

Storm water management allows communities to decrease the negative impact of roads on the natural environment. Rainwater runoff washing over road surfaces carries pollutants into water supplies, endangering human health and the ecological balance of local streams and rivers. Projects funded in this category seek to reduce these environmental impacts by going beyond the environmental mitigation already required for Federal-Aid highway projects. Storm sewer improvements as a stand-alone project are ineligible in this category.

Examples of eligible projects include:

- 1. retrofitting an existing highway by creating a wetland to filter highway runoff based on the impacts from the road in terms of water pollution
- 2. stream channel stabilization within the roadway right-of-way through landscaping to promote filtering and improve the overall water quality conditions of receiving channels. If improvements are required to extend beyond the roadway right-of-way, a permanent easement (or right-of-way) will be required
- 3. establishment of permeable sidewalks or related infrastructure to trap and store urban runoff which may require storm water detention areas

- 4. provide vegetation and other related controls to filter pollutants before they enter a stream or other public body of water
- 5. storm drain stenciling and river clean-ups
- 6. detention and sediment basins
- 7. water pollution studies

Maximum Expenditure: In a case in which a transportation facility is undergoing reconstruction, rehabilitation, resurfacing, or restoration, the expenditure of funds under this Section for environmental restoration or pollution abatement shall not exceed 20 percent of the total cost of the reconstruction, rehabilitation, resurfacing, or restoration of the facility.

8. Reduce Vehicle-Caused Wildlife Mortality or Restore and Maintain Connectivity Among Terrestrial or Aquatic Habitats

This category addresses activities for the reduction of vehicle-caused wildlife mortality while maintaining habitat connectivity. This category is not limited to threatened and endangered species but includes any wildlife mortality directly caused by vehicles.

Examples of eligible projects include:

- 1. projects designated as wildlife underpasses or overpasses
- 2. bridge extensions to provide or improve wildlife passage and wildlife habitat connectivity
- 3. monitoring and data collection on habitat fragmentation and vehicle-related wildlife mortality
- 4. fencing, markings, and other mitigation techniques associated with movement of wildlife across highway corridors

9. Construction of Turnouts, Overlooks, and Viewing Areas

The construction of turnouts, overlooks, and viewing areas allow communities to develop the scenic and historic character of highways. These projects make the travel experience educational and attract tourists to local roads. Eligible facilities in this category may be equivalent to those provided in safety rest areas described in 23 CFR 752.5 (Former 23 U.S.C. 101(a)(29)(D)).

Projects in this category are no longer limited to national scenic byways or state historic highways. If a project is proposed along, adjacent to, or in association with a nationally designated scenic byway or state historic highway, the project sponsor must provide a letter of support from the scenic byway or historic highway organization.

Examples of eligible projects include:

- 1. Related lighting, interpretation, and pedestrian amenities
- 2. Observation decks/facilities
- 3. Interpretive displays

Examples of ineligible projects include:

- 1. The construction of visitor centers
- 2. Marketing or promotional material
- 3. Staffing, operating or maintenance costs

Section C - Project Sponsor Requirements and Responsibilities

Eligible project sponsors are local entities with taxing authority that can guarantee matching funds to carry out the proposed project. Sponsors assume responsibility and accountability for the use and expenditure of program funds. Sponsors must be able to comply with all the federal and state laws, regulations, policies, and procedures required to enter into project agreements.

The project sponsor is responsible for the following:

- 1. Submit an approved government resolution committing to all required local matching funds to complete the project.
- 2. Ensure necessary environmental studies, clearances, permits, and mitigations are signoff by appropriate federal, state, and local agencies
- 3. Complete GATA pre-award requirements
- 4. Submit all GATA documents required in the application
- Complete all GATA periodic reporting requirements and consolidated year-end financial review CYFER
- 6. Coordinate project with Local IDOT District Office

Section D - Pre-Application Requirements

There are five GATA grantee pre-award requirements. These requirements must be completed, and your DUNS number registered and up to date with Sam.gov before starting the on-line application. It is strongly recommended to complete pre-application requirements early as possible before the application period begins. Instructions on completing GATA pre-award requirements can be found on the Illinois Governor's Office of Management and Budget - <u>GATA Portal</u>. Questions regarding GATA should be emailed to DOT.GATA@illinois.gov.

Pre-Award Requirements (GATA):

- 1. Authentication One Time (Grantee Portal)
- 2. Grantee Registration One Time (Grantee Portal)
- 3. Grantee Pre-qualification One Time (Grantee Portal)
- 4. Fiscal and Administrative Risk Assessment Internal Control Questionnaire (ICQ) Must be updated annually each state fiscal year (Grantee Portal)

Note: Indirect Cost Rate Declaration – Not required for ITEP!

Section E - Application Process

ITEP funds projects on a bi-annual cycle with the application period opening in the fall of each even numbered year. All project applications must be submitted through the on-line application process and should be complete and accurate. The application timeline can be found on the ITEP website and will be updated accordingly as the ITEP cycle progresses throughout the application fiscal year. Applications received beyond the deadline will not be accepted. The application instructions are provided in appendix 2 and 3.

The application consists of the following:

- 1. Set the community score on "My Community Map" page.
- 2. Project General Information
- 3. Sponsor Information
- 4. Category Checklist
- 5. Project Costs
- 6. Project Description
- 7. Project Status
- 8. Maintenance Plan
- 9. Mapping
- 10. Attachments
- 11. Finalize and Submit

All application project limits must first be mapped within the "My Community Map" (GIS map) provided in the on-line application. The project limits provided on the map must match those provided within your application description. The project location on the map will be used to determine the community need scores.

Section F - Project Evaluation, Selection, and Approval Process

Project Evaluation

All ITEP projects are selected through a competitive merit-based review process. The application score is derived from the merits of the project and separate from the Community Map Score. To comply with federal and state guidelines, IDOT has developed a numerically based scoring process. After IDOT receives the candidate project applications, an initial review will be conducted to determine eligibility and GATA compliance. If there are significant errors or project misrepresentations in the cost estimates, it may be determined that the application is incomplete and is not eligible to be evaluated within the merit-based selection process. All eligible project applications are organized and assigned to reviewers statewide for a more comprehensive review based on established review criteria listed below. These reviewers consist of MPOs, IDOT districts, other state agencies and internal IDOT staff. A Selection Committee will review the candidate projects in ranking order from highest to lowest and discuss the cut off for approval based on the funding available.

Review Criteria

- 1. Eligibility
- 2. Strength of transportation relationship
- 3. Project meets category intent
- 4. Public benefits and accessibility
- 5. Cost effectiveness
- 6. Project support/Local commitment
- 7. Connectivity to existing facilities/Linkage
- 8. Prior sponsor investment
- 9. Inclusion in a local, state, or regional plan
- 10. Planning and coordination
- 11. Project sponsor capacity and past performance
- 12. Project readiness
- 13. Status of Land Acquisition
- 14. Status of Preliminary Engineering
- 15. Application completeness/Information provided
- 16. Safety Improvements

Project Selection and Approval

1. Once the Selection Committee completes a review, a final list of projects is compiled. This list contains the recommended projects for funding.

- 2. The recommended project list is forwarded to the Secretary of Transportation and then to the Governor for announcement.
- 3. An award status notification letter will be sent to all applicants after the awards are announced. These letters will contain the award amount and deadlines for your specific project based on phases of work approved for funding.
- 4. A kick-off meeting must be scheduled within 8 weeks of award notification.

 Immediately contact your IDOT District Enhancement Coordinator after receiving award notification. Contact information can be found at the bottom of the notification letter.
- 5. There must be an executed Local Agency agreement in place for each phase of work for which ITEP funds will be used. Separate agreements will be required for preliminary engineering, land acquisition and construction. Any work done prior to the date of the executed agreement cannot be reimbursed.

Appendix 1 – Getting Started with The Application

User Accounts

To begin an application, you will need to create a user account with a username and password to login to the on-line Illinois Transportation Enhancement Program (ITEP) application database.

If you submitted an application during a previous cycle, you can and are encouraged to reuse your existing account. Within the latest application cycle, applicants will have the ability to copy portions of an application submitted during the previous cycle to save time. If you do not have an existing account, you will need to create a new one.

Creating a New Account

When creating your username and password—or login—be mindful that others may need to use this login in the future to access application information either to assist with the application or in the event of personnel changes. Therefore, it is advised that the login not be specific to one person and that the password is unique and something you will be comfortable sharing if needed.

To create a new login, utilize the "New User? Create an Account" link, located under the login form on the ITEP application homepage [Fig. 1].

This will bring you to the new account sign up page [Fig. 2].

Your new account will require a unique username, a password, a valid e-mail address, and a security question and answer. Be sure to keep this information for your records.

Your password will need to meet the following criteria:

- be at least 7 characters long
- contain at least 1 number
- contain at least 1 upper case letter
- contain at least 1 lower case letter
- contain at least 1 special character such as: !@ #\$% ^ (or)

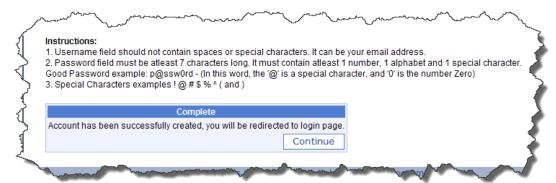


(Fig. 1: Create Account Link, located beneath the login form)

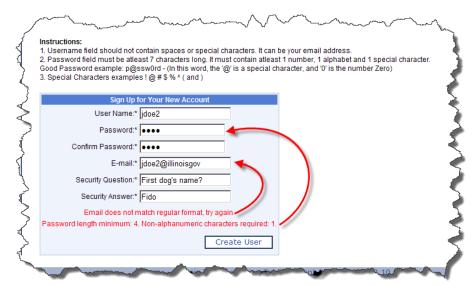


(Fig. 2: New account sign-up form)

When you have completed all fields with the required information, click the "Create User" button located at the bottom of the form. If all fields have been correctly filled out, you will receive a confirmation notice [Fig. 3]. Otherwise, you will receive an error message indicating the corrections that need to be made [Fig. 4].



(Fig. 3: New account successfully created)



(Fig. 4: Identified errors must be corrected before the account can be created)

Forgotten Username

If you have a user account from a past application cycle and would like to try to reuse it and cannot remember the username, then we might be able to find it for you. If you send us the name of the application which you submitted under that username, we can attempt to look it up.

However, you will still need either the password or the answer to the security question to login to the account, see "Lost Passwords and Security Answers" for more information.

Lost Passwords and Security Answers

If you lost your password, you may use the 'lost password' functionality to reset your password. To utilize this function, you will need the answer to your security question.

To reset your password, click the "Forgot Password?" button located under the login form on the ITEP Application homepage [Fig. 5].



(Fig. 5: Forgot password button)

You will then be prompted for the username of the account for which you are trying to reset the password. Enter it in the box and click the 'Next' button.

The reset password form will prompt you for the answer to your security question and a new password. Fill in the fields to reset your password [Fig. 6].

When successfully reset, you will be directed back to the ITEP Application homepage.



(Fig. 6: Password reset form will require the answer to your security question)

We cannot reset your password for you, nor can we reset the answer to your security question. Therefore, it is important that you keep a record of your password and the answer to your security question.

Locked Accounts

Repeated failed attempts to login will result in your account being locked for security purposes. If you have tried to login multiple times and cannot, contact DOT.ITEP@illinois.gov with your username to request to have your account unlocked.

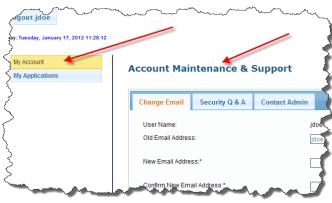
Logging In

Once you have created a user account, you can login via the login form on the ITEP Application Homepage [Fig. 7].



(Fig. 7: Login form on ITEP Application Homepage)

Account Management



(Fig. 8: 'My Account' screen options)

Once you have logged in, access the "Account Maintenance and Support" page by clicking the "My Account" menu item on the left-hand side of the screen. From this screen [Fig. 8] you will be able to manage your e-mail, password, security question and answer, and contact the administrator.

Changing Your E-mail

To change your e-mail, choose the "Change E-mail" tab on the "Account Maintenance and Support" page. In the form [Fig. 9], enter your new e-mail address, confirm your new e-mail address, and then choose "Save" to update your e-mail.



(Fig. 9: Change e-mail form)

Changing Your Password

To change your password, choose the "Security Q&A" tab on the "Account Maintenance and Support" page. In the form [Fig. 10], enter your current password in the "Old Password" field. Then enter your new password in both the "Enter New Password" and "Confirm Password" fields. Click "Change Password" to update your password.



(Fig. 10: Update password form)

Changing Your Security Question and Answer

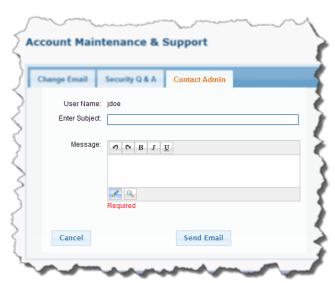
To change your security question settings, choose the "Security Q&A" tab on the "Account Maintenance and Support" page. In the form [Fig. 11] enter your current password in the "Current Password" field. Then enter your new security question and new security answer in the "New Security Question" and "New Security Answer" fields. Click "Change Question" to update your security question settings.



(Fig. 11: Update security question form)

Contact the Administrator

You can contact the system administrator via the "Contact the Admin" form [Fig. 12] located on the "Account Maintenance and Support" page if at any time you experience a problem with the system or need assistance.



(Fig. 12: Contact the administrator form)

Appendix 2 – ITEP Application Instructions

Information & Instructions

IDOT will announce a call for project applications for the Illinois Transportation Enhancement Program on the ITEP website as well as through the state NOFO and provide notification through Bureau of Local Roads and Streets Circular Letter. The application timeline will be posted and circulated. Dates will include the on-line application opening and the deadline to submit applications. Updates to the cycle timeline will be posted on the website. All applications must be submitted through the on-line application process.

All applicants must read and acknowledge that they have read and understood the below instructions before proceeding any further. You will need to verify this by clicking on the "We have read and understood the instructions" at the bottom of the page.

General On-Line Application Database Tools

- 1. Auto Save: Although you will be logged out after a 30-minute period of inactivity, IDOT has built in an auto-save mechanism that will save your input data on a regular basis (every five minutes). However, user still must exercise caution when moving from one page to the next. Always use the "Save or Next" button after inputting data or editing data.
- 2. **Required data:** All fields with an asterisk (*) are required. Provide answers to all required questions and be as concise as possible.
- 3. **Save:** This will SAVE any data you have input up to this point. User can stop at any given point and return to the application, but you should hit SAVE before you leave for an extended period of time or before you log off.
- 4. **Save or Next:** By selecting the SAVE or NEXT button, the on-line application will check for any missing data. <u>Do not use the Menu on the left-hand side to navigate between pages until you hit Save or Next to save your input data for the page you are on.</u>
- 5. **Menu:** The menu on the left-hand side of the screen allows you to move back and forth between pages, and tracks which pages have been completed (green check mark). However, do not use the Menu to move back and forth between pages until you have selected Save or Next.
- 6. **Cut and paste:** If you choose, you can cut and paste information from a Word or Excel file to fill in any required information.
- 7. **Character Counter**: Many of the data fields have limitations as to how many characters they will accept. A character counter has been provided and will be displayed once you start to type in information. Be advised that spaces and special characters also count.
- 8. **If you exceed the maximum characters** for a given field, you will need to further summarize your answer or attach an additional sheet. See Supplemental Attachments for directions.
- **9. Cancel:** This will cancel your last action.

- 10. **Error Messages**: If you get an error message related to data input, the system will allow you to either correct the errors on that page or return to that page later. Error messages are shown at the top of the page.
- 11. Fix Errors Later: If you chose this option and then come back to that page, the error message(s) will no longer be displayed. Select SAVE or NEXT to display the error messages again.
- 12. You will not be able to finalize and submit your application until all errors have been fixed. The menu on the far-left side will show which pages need to be completed (those with a red X). Once any errors are corrected, user should either select SAVE or NEXT to move onto the next page.
- 13. **Designate only one project category** for each application submitted.
- 14. **Help Menu**: If you are uncertain about the meaning of a particular question, access the Help Menu (?) available in the Instructions box at the top of the page or review the ITEP Manual.
- 15. **IDOT Assistance:** An additional resource for information about the ITEP Program is the local IDOT District Enhancement Coordinator in your area (refer to Appendix 2 of this guide for a list of District Enhancement Coordinators).
- 16. **Technical Difficulties:** If user experiences technical difficulties with the on-line application itself, please e-mail DOT.ITEP@illinois.gov with an explanation of what the problem is and how it occurred. Be as descriptive as possible how the problem occurred and what if any error messages are being displayed. Please be sure to include a phone number so we can call you if necessary.
- 17. **Instructions:** Page-by-page instructions are available by clicking the help icon at the top of each page.

My Community Score Page

All projects must be mapped first and receive a community score before starting the application, however, only the categories of Bicycle and pedestrian facilities and Conversion of abandoned railroad corridors to trails projects will use the Community Score Map to determine the state match assistance. You can redraw your project limits and rename the saved community score, however you cannot delete the score and map. To select the score and map to use for your application navigate to the "General Information" page. Select the Community Score drop down and find the title of your community score. This will attach your community score to your application. Once a community score is selected in an application the community score and map are locked. To change the limits of the project on the map the community score must first be deselected in the application. To further create more details on your project map you have the option to use the detailed project map on the "Mapping" page.

Community Score Map: All applicants are required to map the project limits using this feature.

- 1. This map will serve as your "general location map" one of the two required maps. This map is used to pull vital information to populate certain required information on your application, so <u>it is critical that your project limits are as accurate as possible</u>. The information that will be obtained from the interactive map include:
 - a. IDOT District

- b. County
- c. Metropolitan Planning Organization (if applicable)
- d. Congressional & Representative, and Senate Districts
- e. Community Score

2. <u>Please check and verify this information on the General Information page before submitting your application.</u>

- 3. Zoom in at a detailed level to accurately plot the project limits. Additional details can be added on the "Mapping" page at a later time. If you already have detailed maps of your project (or wish to develop one through a different process) you should attach your map(s) as an Attachment, <u>but you still must plot your project on the Community Score Map provided.</u>
- 4. <u>Search</u> Type the name of the community or county in which your project will be located, and it will appear on the screen. Click on that identifier and the map will zoom in to that general area.
- 5. <u>Aerial, Aerial with Labels, Roads</u> Select which type of map you wish to plot your project limits on. An aerial map may provide more details such as land features or structures which may make it easier for you to identify your project limits. Once you plot your project limits, you can view under either type of map. <u>Please Note: If you elect to print this map as part of your hard copy submittal, please use the Road Map when printing the map for submission to IDOT.</u>
- 6. Zoom You can use the scroll button on your mouse to zoom in and out or double click on the area you wish to zoom in to. Another option is to use the scale bar provided on the map.
- 7. Pan while the pointer is on the map, click and hold down the primary mouse button (left button for most) which will allow you to shift the map in any direction to the desired area.
- 8. Project Area This feature allows you to define a project area by defining a shape to encompass the limits of your project. Caution needs to be exercised when using this feature. It is easy to cross boundaries for a city/village, county and/or a legislative district. The information being pulled from the project limits you establish may not be accurate. Also, you may be required to provide additional details to further define the exact areas to be improved as part of your application.
 - a. First click on the "Project Area" icon.
 - b. Use your primary mouse button (left button for most) and click once on the point at which you wish to start defining the project area. A line should appear and will follow your pointer.
 - c. Click a second time to establish the second point of your area and continue this process until the project area has been established. A minimum of three points are required to establish a polygon shape file. The project area will fill in automatically as you continue to select points. Once you establish the final point to define the project area, double-click at that point and the project area will be saved.
 - d. Do not try and close the area by selecting the last point at or near the first point. If you cross over an existing line and try to save the data an error message will appear, and you will have to clear the project area and redefine it. You can

- however establish more than one project area and these areas can overlap if they are done separately.
- e. **Error Message: Error Adding Item Error while inserting populated row into insert cursor.** This message will appear if you have not defined enough points to designate the polygon shape for your project area (minimum of three points required). This message will also appear if you have crossing lines in your polygon shape.
- f. If you have several streets within a downtown area to be improved as a landscape/streetscape project, this is a good way to define that area. You may choose to define the project area for each street to be improved separately rather than as one large area.
- g. If there are gaps in the project limits, you may want to define a different project area to establish each project limit separately.
- h. Once you complete defining a specific project area you should see a message on the screen that says, "Calculating Underlying Jurisdictions". This is searching for the data to populate the IDOT District, County, MPO, Congressional, Representative & Senate Districts, and if appropriate the Mayoral Council. This will be done separately for each project area you define, as you define it. Be sure to check and verify the data for the aforementioned fields by going back to the top of the page each time you enter a Project Area. This will be the only time you can use the "Undo Last" to remove that one specific item.
- i. Changing incorrect data for IDOT District, County, MPO, Congressional, Representative & Senate Districts: If you are aware that some of the data is incorrect, you may need to remove the current project area and redefine it. Suggest zooming in to a detailed level to more accurately define your project area
- j. Later on in the application process you can use the features under "Mapping" tab to better define specific locations for improvements within the defined project area or a secondary map can be attached to your application which specifically designates locations to be improved.
- k. Be sure to include specifics regarding what and where the improvements are supposed to be in your project description within the defined area. For example, if the project area you defined encompasses four blocks on each side of the downtown square, but not all streets within that four-block area are to be improved, you need to define exactly which streets are to be improved as part of the application.
- 9. Project Line Most projects will use this feature. You can use this feature similar to the Project Area feature, but it allows you to be more exact when trying to define project limits. You can draw a line along a single or multiple streets if trying to define which streets is to be part of a landscape/streetscape project, for instance. The Project Line feature would also be recommended for defining a bike path or bike trail which may only be along the north or south side of a street.
 - a. First click on the "Project Line" icon.
 - b. Click once on the map at the desired starting point.
 - c. Continue to click at points to define the line (such as to follow a roadway or other land feature).

- d. Once you reach the end of the project to be defined, double-click to establish the end point which will enact the save feature, saving this line.
- e. Once you complete defining a project line, you should see a message on the screen, "Calculating Underlying Demographics". This is searching for the data to populate the Census Tract, Tax Per Capita, Population, Below Poverty(%), Median Household Income, IDOT District, County, MPO, Congressional, Representative & Senate Districts, and if appropriate the Mayoral Council. This will be done separately for each project line you define, as you define it.
- f. Changing incorrect data for IDOT District, County, MPO, Congressional, Representative & Senate Districts: If you are aware that some of the data is incorrect, you may need to remove the current project area and redefine it. Suggest zooming in to a detailed level to more accurately define your project area.
- g. Additional project lines can be added to define other project limits associated with your proposed improvement. If there are gaps in the project, use a different line to establish each project limit separately.
- h. Crossing/overlapping these lines will not cause an error.
- 10. <u>Project Point</u> For spot improvements such as a historic rehabilitation project of a building or bridge or locating a museum or visitors center, use the Project Point indicator.
 - a. First click on the "Project Point" icon.
 - b. Click on the map to define the location (click only once).
 - c. The map will save this location after you click to establish the location to be flagged.
 - d. Once you have flagged a location, you should see a message on the screen, "Calculating Underlying demographics".
 - e. Changing incorrect data for IDOT District, County, MPO, Congressional, Representative & Senate Districts: If you are aware that some of the data is incorrect, you may need to remove the current project area and redefine it. Suggest zooming in to a detailed level to more accurately define your project area.
 - f. If you have more than one spot location to define, establish a Project Point for each one separately.
 - g. Additional details for each project point should be either added under "Mapping" or a second map which the applicant may develop separately can be added as an attachment.
- 11. Be sure to include the specific project location and the types of improvements planned in your project description.
- 12. <u>Cancel</u> Cancels the last action but only while the mapping feature is still active. Once it saves a feature you cannot cancel it (see Undo Last).
- 13. <u>Undo Last</u> This can be used to remove/delete your last input such as a Project Area, Project Line, or Project Point. Using this function will re-activate the "Calculating Underlying Jurisdictions."
- 14. Clear All CAUTION, this will clear all images on the map and require you to start over.
- 15. <u>Project</u> Once you have established project limits you can use this button to zoom back into your project location.

- 16. <u>IL</u> this will pan out the map to show the general area of the State of Illinois. <u>All ITEP</u> funded projects must be within the boundaries of the State of Illinois.
- 17. <u>Printing the Map</u> If you chose to do so, you can print this map as a General Location map by zooming out to a county level, for instance. For the detailed map submittal, we suggest adding additional features under the "Mapping" page.

General Information

- 1. **Submittal Date** The system will auto-populate this field when you submit/finalize the application.
- 2. ITEP # The system will auto-populate this field when you submit/finalize the application. This number, assigned by IDOT, is a project identifier and is unique to your project. All future correspondence should include this ITEP number. The ITEP number should begin with your IDOT District number followed by "51" and then an auto generated 3 digit number. For example, District 1 project that is the 101st project submitted will have an ITEP number of 151101.
- 3. Project Sponsor List who will be the sponsor for this project. Please do not include "City of" or "Village of" in this space. (The City of Neoga should simply be entered as Neoga.) This data will be collected later. Refer to the ITEP Manual for more information on eligible project sponsors.
- 4. **Project Title** Used to help identify the project. It should capture the significant aspects of the project. The project title should be preceded by the name of the lead sponsor. Listed below are a few examples:
 - a. Vermillion County Conservation District Kickapoo Rail Trail
 - b. Carbondale Downtown Pedestrian and Bicycle Path
 - c. Skokie Skokie Boulevard (US 51) Streetscape Improvements
- 5. **Project Located In**—If the project lies within or passes through more than one community or county, list them all. If the project is in a rural area, list the county and a reference point to the nearest town, county highway or township road or another recognizable landmark. (For example, Sangamon County 2 miles west of Village of Loami along County Highway 16 or Clinton County near the southern edge of Lake Carlye).
- 6. **Projects Located in a Transportation Management Area:** If your project falls within one of the five Illinois MPOs that are considered Transportation Management Areas (TMAs), then check the box that says, "I have a Transportation Management Area." For more information on TMAs, please refer to the ITEP Manual.

You must first select your community score in the drop-down box before the following features apply.

- 1. Mayoral Council(s) (For northeastern Illinois, IDOT District 1 and portions of IDOT District 3 projects only).
 - a. If your project is mapped within IDOT District 1 or District 3, the Mayoral Council selection drop-down box will be displayed.
 - b. All projects within IDOT District 1 must select a Mayoral Council.
 - c. If your project is within Kendall County or Aux Sable Township (Grundy County) in IDOT District 3 then you must select a Mayoral Council.

- 2. Any projects in District 3 outside of Kendall County or Aux Sable Township should select 'N/A' in the Mayoral Council drop-down selection since your project is not included in a Mayoral Council.
- 3. **IDOT District Number** This information will be populated when you select your community score. Please be sure to verify the information after you have selected your community score and the project map is loaded. An IDOT Region & District map can be found on the IDOT website: https://idot.illinois.gov/transportation-system/Network-Overview/highway-system/maps#.
- 4. **Metropolitan Planning Organization (MPO)** This information will be populated when you select your community score. Please be sure to verify the information after you have selected your community score and the project map is loaded. A list of the Illinois Metropolitan Planning Organizations can be found on the IDOT website: https://idot.illinois.gov/Assets/uploads/files/About-IDOT/Maps-&-Charts/IDOT MPO Managers.pdf.
- 5. **County, Senate, Congressional and Legislative Districts**—This information will be populated when you select your community score. <u>Please be sure to verify the information after you have selected your community score and the project map is loaded.</u>

Sponsor Information

- 1. **Agency Type & Sponsor Type** Select from the drop-down menu. Please be sure to read ITEP Funding Guidelines to see if you qualify as a project sponsor.
- 2. **Project Sponsor** List who is to be the sponsor (primary contact) for this project. Any co-sponsor(s) can be listed further down the page.
- 3. **Contact Person Details** Enter name, address, phone number and e-mail address for the local project manager who will receive project-related correspondence and provide project information, as required. Be sure to include Mayor, Village President or Head of Agency information in the next section.
- 4. Mayor/Village President/Agency Head If the contact person listed above is <u>not</u> the Mayor, Village President, or Agency Head, please provide contact information for that person. If the contact person <u>is</u> the Mayor, Village President, or Agency Head select "Same as Contact Person" and it will copy the Contact Person information for you. This information is required to ensure any official correspondence can be addressed to an elected official or agency director.

Category Eligibility Checklist

Select only one project category for each application by clicking on that category. It will be highlighted once you select it. A separate application must be submitted for each project category. All criteria listed under the project category must be met for your project to qualify under that category. If the project appears to qualify for more than one category, the project sponsor should use discretion to select one category that fits the project the best.

1. **Cost Estimate Prepared by**: Enter name, phone number and agency of the person responsible for preparing the project cost estimate. Estimates prepared by a professional experienced with the type of work being proposed are generally the most accurate and may reduce the need for project modifications later.

2. Cost Table

- a. Cost information should be entered in whole dollars (no cents) and will be rounded to the nearest \$10.
- b. Do not use dollar signs (\$) or commas (,) to separate your numbers.
- c. This chart is set up to calculate the ITEP Funds Requested and the Required Match Columns.
- d. The cost for each type of work anticipated is broken down by work item. A minimum 20% match is calculated, except for Land Acquisition which requires a 50% match. Also, please note that Street Lighting is only covered at 50% (unless in a designated Historic District or is co-located with a Bike/Pedestrian facility and should be split out here and in your detailed cost estimate as such.
- e. Checks have been built in to assure that the minimum sponsor share has been met, that Construction Engineering does not exceed 15% of the <u>Total Construction Cost minus Ineligible Costs</u> (not Total Project Cost) and that the combined PE I, PE II and Construction Engineering does not exceed 30% of the <u>Total Construction Cost minus Ineligible Costs</u> (not Total Project Cost). Because some values may have been rounded, you will get an error message if either of the above-mentioned conditions is not met. A slight adjustment to your numbers will be required.
- 3. **Columns** User only needs to add costs to Phase Total Costs and Local only cells as required for your particular project. The cells will default to zero (\$0) as you tab through them. ITEP Funds Requested and Required Match rows and Column Totals will be calculated by the system.
 - a. **Phase Total Cost Column:** Enter total cost for each phase of the project.
 - b. Local Only (Ineligible Items) Column: The sponsor can elect to provide additional Local Only funds. This amount does not count towards the required match amount. Any ineligible items are the responsibility of the project sponsor and should be separated out when you are preparing the detailed cost estimate. For additional information on ineligible items consult the IDOT District Enhancement Coordinator in your area or submit your question to DOT.ITEP@illinois.gov.
 - c. **ITEP Funds Requested Column:** This is the calculated amount of ITEP funds requested. The amounts are automatically calculated at 80% or 50% based on the type of work. Amounts over \$3 million will not be excepted by the system.
 - d. Required Match Column: This column is the full match amount and will be used to determine what portion, if any, can be covered by state match assistance. The amounts are automatically calculated at 50% or 20% based on the type of work. Project sponsors may elect to provide more than the minimum 50% or 20% match. Enter this amount in the Local Only Column but be advised that if you commit to funding a share with local only funds, you will be required to honor that commitment for this project for the line item selected (unless extenuating circumstances prevail). It is not uncommon for sponsors to elect to fund 100% or

some share greater than 20% for PE I or PE II with local funds or some other fund source. Local funded portions of the preliminary engineering or land acquisition can be eligible for Federal Flexible Match. However, Federal Flexible Match cannot be included at this time as part of the Sponsor's Share (total match required) of the matching funds.

4. Type of Work / Project Cost Categories

- a. **Preliminary Engineering:** (PE I and PE II) and Construction Engineering (CE) Typically based on a percentage of the estimated project construction cost.
 - 1) Combined engineering costs (PEI, PEII and CE) must not exceed a maximum of 30% of the estimated project construction cost.
 - 2) <u>Please note: Percentages are calculated on the Total Construction Costs minus</u> Ineligible Items and not on the Total Project Cost.
 - 3) If requesting funding for individual engineering cost elements, the following ranges can be used as a guide: PE I (8-12%), PE II (8-12%) and CE (10-15%).
- b. Street Lighting: Enter anticipated costs for <u>Street Lighting only</u>. Street Lighting (colocated with a Bike/Pedestrian facility) will be funded at 50% unless project sponsor can validate that the project is within a Designated Historic District (documentation should be provided as part of the application). Pedestrian Lighting, not co-located with a street, is eligible for 80% participation and should not be included in this line.
 - If the Street Lighting <u>is not</u> within a Designated Historic District, it needs to be listed as a separate item in the detailed cost estimate showing a 50% participation rate. If your project has both Street and Pedestrian Lighting, quantities should be separated out in your detailed cost estimate.
- c. **Right-of-Way Acquisition** Enter anticipated costs for purchasing land or temporary easements. Buildings are not eligible for purchase with enhancement funds. <u>Right-of-Way Acquisition requires a 50% match</u>. Strict federal regulations govern the purchase of property with federal funds. Buildings or land purchased or donated for the project may be eligible for credits through the Local Agency Federal Flexible Match Program (FFM).
- d. **Construction**—The "ITEP Requested Funds" and "Required Match" columns should include only amounts for items that are eligible for enhancement program funds. Ineligible items must be listed in the "Local Only" column provided.
- e. **Construction Engineering** The maximum allowable Construction Engineering amount is 15% of the Total Construction Cost (based on Construction Subtotal minus Ineligible Items). <u>Combined engineering costs (PE I, PE II and CE) must not exceed a maximum of 30% of the estimated Total Project Construction Cost minus Ineligible Items.</u>
- 5. **Other Funding Sources** Enter information about funds you already have or are planning to seek from other sources to be used in conjunction with the submitted project.

Project Description

Describe the project relationship to surface transportation. <u>All enhancement projects must have a relationship to surface transportation</u>. What is that relationship? How will your project affect it? (Consider improving efficiency, attractiveness, comfort, increasing historical/technical information or understanding, providing alternative transportation, etc.).

- 1. **Brief Description of Project** Please provide a complete description of the project.
- **2. Relationship to Surface Transportation** How does this project relate to surface transportation?
- Project Location What is the exact location of the project? Where applicable, please mention the name of the street(s) where the project lies. <u>Also list the IL Route or US Route (if applicable)</u>. For example: Illinois Route 137 (Sheridan Road) and Central Avenue.
- 4. **Project Limits** List all the various limits of the project (if applicable). For example: Illinois Route 137 (Sheridan Road) 7th Street to 12th Street and on Central Avenue from 2nd Street to 5th Street.
- 5. **Project Length** (if applicable) A bike trail would typically be measured in miles. Provide length to nearest tenth of a mile (2.3 miles). A streetscape project would likely be measured by the number of blocks it encompasses (3 blocks) but could also be expressed in feet (675 feet). For a spot improvement, enter N/A (Not applicable) or "Spot Improvement".
- 6. **Scope of Work** Briefly describe what project elements will be included with your project. For example:
 - a. Will your bike trail be asphalt, concrete or limestone? What is the proposed width of the trail or path? Will it be a multi-use path? Will it be a bike path, bike trail, or marked bike route? On-road, off-road or combination thereof? Does it provide connectivity to existing or planned trails? Is it part of your community bike plan or greenways plan?
 - b. For historic preservation projects is the facility designated as a historic site or within a designated historic district? What types of improvements are proposed? Interior, exterior, roof, foundation, ADA compliance updates? Will landscaping be included? What is the existing or proposed use of the facility once improvements are completed? Who owns the building or structure in question?
 - c. For a landscape/streetscape project will it include new or reconstructed sidewalks, ADA provisions, pedestrian or street lighting, curb & gutter, storm sewers, resurfacing of the roadway or parking lanes? Is it part of a downtown or economic development plan for your community? If your project is on a State or US Highway, is it is to be done in conjunction with a state or community roadway improvement or with a TAP funded project under a different category? Will the landscape/streetscape project be done at the same time as the roadway improvement? If not, how soon after the roadway improvement will the landscape/streetscape project be started? Have you coordinated your proposed improvement with IDOT? Is the project currently in the Annual or Multi-Year program? What is the Annual/Multi-Year Program Number (PPS number)? Also mention who currently has maintenance and jurisdiction of the section of roadway in question.

- 7. **Anticipated Benefits** Briefly list the anticipated economic, social and/or environmental benefits of the proposed project. Is this part of a Sustainable & Livable Community development? Does it provide better access to businesses or a transit center? Will it help raise awareness and promote tourism within the community or region?
- 8. **Safety** If the project addresses a safety issue, explain the existing problem, and describe the mitigating effects of your proposed project. For example, an off-road bicycle facility would eliminate auto-bicycle conflicts; a pedestrian/bike bridge would eliminate crossings at a busy intersection or eliminate an at-grade RR crossing. Does this improvement provide an ADA accessible route?

- 1. **Project Relationship** Identify whether your application is for a new project, a continuation of an existing project or relates to a similar project. The information you provide on the Project Description page should further explain this relationship.
- 2. Previous Project Funding Indicate whether funds were previously committed to this project (along with specific information regarding the related project). If you are applying for funds to continue with another construction phase, extend, or fund another phase of a previously funded ITEP project, information identifying the related project will need to be provided. For example, a previously funded historic rehabilitation project might be followed by another construction phase such as landscape/streetscape or bike/pedestrian trail to compliment that project. Perhaps you only received funds for Preliminary Engineering Phase 1 or Phase 2 and wish to complete the construction phase of the project with additional funding. Provide necessary details if the project's previous award was withdrawn due to delays or lack of funds available to complete the project. The sponsor will need to provide the following information:
 - a. ITEP number
 - b. Project Title
 - c. Amount of federal funding provided previously
 - d. Any state job numbers tied to the previous ITEP project
 - e. Project status and reason for a second request
- 3. **Related Project Funding**—Provide details of any closely related projects that have funds previously committed or closely related projects that is applied for in current ITEP cycle. A project is closely related if it has overlapping project limits or is built adjacent to each other. Provide at a minimum the following information:
 - a. ITEP number (if known, include for all related projects already submitted in current cycle)
 - b. Project Title
 - c. Project Description
 - d. Project Location
- 4. **Predicted usage of the facility** State who the intended users are or describe the types of activities that will be supported.
- 5. Who will own and operate the facility Will the facility be publicly or privately owned? Who will manage the facility volunteers or paid employees? Will an admission be charged?
- 6. **Land Acquisition and Easements** You must mark one of these boxes. If you are unsure, you should check that ROW or easements will be required and add appropriate comment in the text box provided.
- 7. **Property ownership** Provide information as to who owns the property (properties) to be acquired or leased such as private individuals, commercial entities, or public entities. Will some or all the land be donated? Will an easement be required from a railroad, utility company or other faction?
- 8. **Amount of land to be purchased or leased** Provide an estimate as to how much property will be required to construct the project. This could be listed in acreage or square feet for smaller acquisitions. Also include how many separate parcels of land will be required.

- 9. **Project Readiness** Check all appropriate boxes. This allows the department to assess the potential project duration and time frame.
 - a. Construction to begin within 4 years of the award date: Month select from the drop-down box. Year must enter a year between 2023 and 2027.
 - b. If PE1 has been completed, ensure that the Final Phase I Project Development Report (PDR) submittal information and date is included and can be verified.
- 10. Public Involvement Indicate public involvement activities you have completed to demonstrate public awareness and support for the proposed project. This is an area of emphasis for IDOT and for the Federal Highway Administration. Provide a copy of any resolution by the city or county board to document approval of the project and funding for local share. Attach summaries of any public meetings showing all comments. It is recommended to have a project-specific public informational meeting to gather public input on the project before you submit your application (and later as the project develops).
- 11. Adverse impacts List any anticipated adverse impacts (environmental, social, economic, or otherwise) from the project such as impacts to a wetland, homes, or businesses that will be displaced or disrupted. Include any proposed mitigation measures to reduce or eliminate said impacts.
- 12. **Letters of Support** Include any letters of support from public or elected officials, special interest groups, or outside agencies that may be involved in the project.

Project Maintenance Plan

Provide information relating to your plan for maintaining the proposed project. Federal regulations require enhancement projects to be maintained for a period of time commensurate with the size of the investment. **Unless otherwise determined, IDOT requires a minimum 20-year maintenance period on all ITEP funded projects.**

The local sponsor is responsible for project maintenance (or other parties which may be defined in a separate agreement between the project sponsor and responsible party). A maintenance clause will be included in the project intergovernmental agreements between the department and the local sponsor. Leases or easements of ROW and property are required to have a minimum 20-year lease/easement for maintenance purposes.

Your maintenance plan for this particular project does not have to be a separate maintenance plan, rather it can be part of your agency's annual or multi-year maintenance plan for all agency-owned and operated facilities. If the facility in question is to be operated and maintained by someone outside your agency, be sure to include language in your agreement(s) for the required minimum 20-year period.

If you select "Other" in either the *Who will provide maintenance* question or the *How is the maintenance plan funded* question, a dialogue box will be displayed, and you will be required to identify what is meant by "Other".

Mapping

You must first plot your project on the "My Community Score" page. You can plot multiple projects on the community score map. Then, you may select the appropriate community score on the "General Information" page which will populate the map on the Mapping page. Do not use this map on the "Mapping" page to change project limits. That must be done on the map provided under your community score.

Adding details to this map is optional if you already have or want to develop detailed maps through another source. Just be sure to attach your map(s) as part of the application. Details are very important to your application and to those who review the applications and can have a significant impact on how well your project rates.

Keep in mind IDOT will have the ability to view your map as part of the on-line application. Many of the existing features will be available for review already as an aerial map, but you are encouraged to define and provide descriptive information that is significant to your project.

As an attachment, a detailed map is also required.

- 1. As appropriate to your project location, features that should be included on a detailed map attachment may include (but are not limited to):
 - a. Major waterways (lakes, streams, rivers, canals)
 - b. Wetlands or other environmental features
 - c. Existing or proposed bike trails, bike paths and bike routes
 - d. Major utility lines
 - e. Railroads (who owns and operates the rail line?)
 - f. Parks

- g. Schools
- h. Transit stations
- i. Historic properties or structures, designated historic district(s)
- j. Major employment, industrial or activity centers that may be served by the proposed improvements such as stadiums, hospitals, business parks, convention centers, etc.
- k. Other connecting or related improvements that may or may not have been funded with ITEP funds
- I. Any other significant identifiers
- m. Mapping features are basically the same as those used when you plotted the project limits.
- 2. Project Clicking on this icon will bring up the project limits you entered previously.
- 3. <u>Aerial, Aerial with Labels, Roads</u> Select which type of map you wish to add additional details to. For adding details, it is suggested that you use the "Aerial with Labels" map when trying to identify existing structures or land features. Please Note: If you elect to print the map as part of your hard copy submittal, <u>IDOT suggests using the "Aerial with Labels Map" since the existing features are important in many cases</u>. Please check the quality of the printed map since many times aerial maps don't print as well and details may be lost. If you chose not to print the aerial map, use the "Roads" map instead.
- 4. Zoom You can use the scroll button on your mouse to zoom in and out or double click on the area you wish to zoom in to. Another option is to use the scale bar provided on the map.
- 5. <u>Pan</u> While the pointer is on the map, click and hold down the primary mouse button which will allow you to shift the map in any direction to the desired area.
- 6. <u>Line Feature</u> Use this to define other features or points of interest as mentioned above.
 - a. If appropriate, it is suggested that you first use the "Point Features" icon to establish any spot features you wish to highlight because the Point Features will take precedence over the Line Features when they are assigned a Map Key number.
 - b. First click on the "Line Feature" icon.
 - c. Click once on the map at the desired starting point.
 - d. Continue to click at points to define the line (such as to follow a roadway, a bike path or other land feature).
 - e. Once you reach the end of the feature to be defined, double-click to establish the end point which will enact the save feature, saving this line.
 - f. Additional lines can be added to define other features associated with your proposed improvement. You will need to click on Line Feature each time to enter another one.
 - g. Crossing/overlapping these lines will not cause an error.
 - h. Once you save a line feature, it is assigned a number attached to that line feature. Just under the map you will see Delete Feature, Map Key and Description field. Use the Description field to define the numbered feature you have entered.
 - i. Note: The numbers assigned to your Line Features will change if you add Point Features afterwards. The descriptive information will change accordingly but be

- cautious if you have not entered the descriptive information already as the original number may have changed.
- j. Use the Delete Feature to delete any unwanted Line Feature by its number.
- 7. <u>Point Feature</u> use this to define other features or points of interest as mentioned above.
 - a. First click on the "Project Point" icon.
 - b. Click on the map to define the location (click only once).
 - c. The map will save this location after you click to establish the location to be flagged.
 - d. If you have more than one spot location to define, establish a Project Point for each one separately. You will need to click on Point Feature each time to enter another one.
 - e. Once you save a Point Feature, it is assigned a number attached to that Feature. Just under the map, you will see a Map Key and Description field. Use these to define the numbered feature as entered.
 - f. Use the Delete Feature to delete any unwanted Point Feature by its number.
- 8. <u>Delete Feature</u> use this to delete any unwanted Line or Point Feature by its Key Map number. Please notice that the Key Map numbers will change as you delete an item. The project limits stored on the map created under General Information cannot be altered or deleted on this map.
- 9. <u>Map Key</u> Each Line and Pont Feature is assigned a Key Map number as you define each item on the map. Please note that **Point Features will take precedence over the Line Features when they are assigned a Map Key number.**
- 10. <u>Description</u>— (255 Characters Max) Use this field to enter descriptive information about each Line or Point Feature you have provided on the map. Click "OK" to accept the description information you provided. The descriptive information will be displayed at the bottom of your map. Go to Finalize and Submit to view or print your map.
- 11. Printing the Map—If you elect to print the map and upload it as an attachment, IDOT suggests using the "Roads Map". If you elect to use an aerial map, please use the "Aerial with Labels Map". Please check the quality of the printed map since many times aerial maps don't print as well and details will be lost.

Attachments

Applicants must submit all required and supplemental attachments on-line. However, each application is limited to 35Mb of storage space. If this limit is exceeded, you will receive an error message and will need to reduce the total size of your attachments before you can submit your application. The system will track how much space has been used and percentage of capacity used based on your attachments (displayed at the bottom of the page).

- A. If you reach the limit of your storage space while uploading your attachments, there are steps you can take to reduce the size:
 - 1. Utilize file types which are naturally smaller, when appropriate. For example, when uploading pictures, utilize the JPEG file type. JPEG image files require less storage space while maintaining the physical dimensions and general level of detail of other file types.

- Similarly, large Microsoft Word files can be saved as PDF files to reduce storage requirements.
- Combining pictures into a Microsoft Word document and exporting that document as a PDF also reduces the file size while still maintaining enough image detail for review. In addition, it provides the opportunity for you to add descriptions under each of the images.
- 3. Review your picture files. Images are more likely to take up larger amounts of storage space than text files. If there is an image which seems to be taking up a large amount of your storage, consider reducing its dimensions, which in turn will reduce the storage space it requires.
- 4. Large documents such as maps can often be converted to PDF files as well.
- B. If you have tried these measures and still exceed the size limitations, you may have to reduce the total number of attachments. At this point, consider what each attachment demonstrates. Some attachments are required, and you will want to make sure not to remove these. However, if you have several images which depict the same element of a project, you may wish to only include the strongest of the set, the one which best supports the application.

Required Attachments

(See also "Finalize and Submit" for additional information on attachments.)

Required GATA Documents

- 1. GATA Uniform Grant Application ITEP Template is available on the ITEP website and also available on the Illinois GATA Website
- 2. GATA Programmatic Risk Assessment ITEP Template is available on the ITEP website
- 3. GATA Uniform Grant Budget Template ITEP Template is available on the ITEP website and also on the Illinois GATA Website
- 4. BoBS 2831: Uniform Grant Agreement Affidavit of Disclosure of Conflicts of Interest -Grantee (09/13/16) - Available on the ITEP website and also on the IDOT Website under Forms
 - i. Conflict of Interest and Financial Disclosure Statement Available on the Illinois GATA Website

Required Attachments:

- 1. Government Resolution of Financial Support
- 2. Detailed Cost Estimate
- 3. Detailed Project Map
- 4. Allowance Letter (IDOT District office approval letter for projects on state right-of-way)
- 5. Colored Photographs

Additional Attachments:

- 1. Public Involvement (if applicable)
- 2. Letters of Support (if applicable)

How to Upload Attachments

- 1. Select the attachment type you will be uploading from the drop-down list.
- 2. Click the [Browse] button.
- 3. A file dialog window will open from which you can navigate to and select the file you would like to upload. Choose the file you would like to upload based upon the attachment type you selected in step 1 and click [Open].
- 4. You will now see a blue loading bar with a % loaded indicator. Allow the file to upload.
 - a. Your internet connection speed, the size of the attachment, and/or the number of other users on the ITEP Application system can affect the speed of the upload.
 - b. If an upload appears to 'freeze' or stop you can click [Save], refresh the page, and attempt the upload again.
 - c. Do not move to another page while attachments are downloading. This will interrupt the download process and your files will not be downloaded. You will have to repeat the process.
- 5. Once the file has completely uploaded, it will be added to a list below the upload button and a text box will be placed below it. You can use this text box to enter a brief description of the data contained in the attachment or how this attachment supports the application. This may be especially important if you attached anything as a "Miscellaneous Document."
- 6. A small trash can icon is to the left of the name of the uploaded file, if you decide you need to remove the attachment you can do so by clicking this icon and confirming the removal when prompted. If you delete a required attachment, you must re-submit another in its place.
- 7. Repeat steps 1 through 6 for all attachments.
- 8. You can begin the upload of another attachment before the previous upload bar has completed. This allows you to upload several attachments at once. However, attempting to upload too many attachments at once can lead to a higher probability of an upload failing.
- 9. If you exceed the maximum file space allowed, you will have to try and reduce the size of one or more of your attachments or possibly delete one or more supplemental attachments (do not delete any of the required attachments).
 - If you feel one of the attachments is critical to your project but are unable to upload it then attach a hard copy and submit it as part of your hard copy submittals. You must identify it as a Supplemental Attachment that you were unable to upload through the on-line application process and include a copy of the first page of your application (General Project Information) as a cover sheet.

Required attachments: Verify that you have included all required and any additional attachments.

- Government Resolution: A government resolution is required. Include a copy of any
 resolutions passed by the governing board or council for your agency in support of this
 project.
- 2. **Detailed Cost Estimate** A detailed cost estimate is required and is necessary for accurately defining the project, outlining project responsibilities, and assuring adequate funding.
 - a. An example of a detailed cost estimate is provided in Appendix 1.
 - b. Not every project sponsor will have as many details available, but each cost estimate should provide specific line items, estimated quantities, unit costs, eligible and ineligible items (if appropriate).
 - c. Items such as Land Acquisition and Street Lighting that is to be funded at 50% should also be separated from eligible items that qualify for 80% funding.
 - d. **Contingencies and Inflation Factors are not an allowable line item and are ineligible for ITEP funds.** There are other ways to account for contingencies and inflation in your cost estimate.
 - e. Applications with "Lump Sum" Cost Estimates with little or no detail will be marked ineligible and not considered for funding.
- 3. **Detailed Project Map** An applicant may create a detailed project map on the "Mapping" page, may choose to create their own detailed map, or upload an existing map you may already have. When appropriate, your detailed map should include other specifics such as bike trails, other related improvements that may or may not have been funded with ITEP funds, street names, features such as streams or rivers, parks, schools, transit stations or any other significant identifiers.
- 4. **Allowance Letter** If your project is on or adjacent to state right-of-way, the application requires a letter of allowance from IDOT District office. This letter should identify your project and give IDOT approval to complete planned improvements.
- 5. **Colored Photographs** You must include color photographs of existing project conditions.
- 6. **Public Involvement**: If you answered Yes to the question under Project Status Indicate public involvement activities you have completed to demonstrate public awareness and support for the proposed project. This is an area of emphasis for IDOT and for the Federal Highway Administration. Attach summaries of any public meetings showing all comments.
- 7. **Letters of Support**: If you answered Yes to the question under Project Status Include any letters of support from public or elected officials, special interest groups, or outside agencies that may be involved in the project.
- 8. **Supplemental Attachments:** If additional space is required to provide sufficient details when responding to a question, you can submit any additional information as a supplemental attachment. This can also be used for submittal of additional details

about the project such as plan sheets, architectural drawings, examples of planned improvements, or project specific items such as a picture of the type of street or pedestrian lights proposed for your project or other related appurtenances. The attachment must be clearly labeled with the ITEP #, Sponsor Name, and Project Title as well as the specific question it relates to and should be uploaded as a miscellaneous document

- 9. View or Print Application This may be used to print your application or review it onscreen, whether it has been completed or not. We suggest you select Print Application and review the materials before you Finalize it. Please note: Once you click on the View or Print Application icon it may take some time for the map itself to upload. Be sure to wait for the map to upload or it will not print. Also, the scale of the map will default to show the entire limits of your project and you will not be able to change the scale of the map.
- 10. Finalize & Submit Application Clicking on this button will submit your application to IDOT. Once the application is finalized and submitted, the application will be locked from further edits (see Request to Unlock below). Before you submit your application, it is suggested that you review it one last time and verify that all attachments are there. A notification e-mail will be automatically generated to the user's e-mail address verifying that the application has been received. If you have not received a verification e-mail within a 24-hour period, please send a notice to DOT.ITEP@illinois.gov with specific project information such as the ITEP number, Project Title, and date you submitted your application. Each application will be assigned a unique ITEP number, which will be displayed in the upper right-hand corner of the General Information page after you have finalized and submitted the application.
- 11. Request to Unlock Use this button only if you have revisions to your application (after you have finalized it). This will open an e-mail box enabling the user to submit a request to IDOT to unlock your application. The ITEP number will be displayed in the e-mail Subject line. You must provide an explanation as to why you are requesting the application to be unlocked. An e-mail will be sent back to the user's e-mail address confirming your application has been unlocked. IDOT cannot edit your application for you.
- 12. Once edits have been completed, you must resubmit your application by clicking on the Finalize Application button. The ITEP number will remain unchanged, but the submittal day/time will be updated accordingly.

Appendix 1 - Cost Estimates

IDOT encourages project sponsors to have someone (i.e., an engineering or architectural firm) familiar with the type of project, complete or review the detailed cost estimate. The estimate should be detailed enough to show improvement or material categories and cost estimates reported separately for each phase or construction location. At a minimum it should provide the following data fields: cost category, material description, unit, quantity, unit price, total cost. There should be separate columns for cost breakdown by funding source which includes Federal Share, match Share, Ineligible items, and percent federal funds on eligible items (50% or 80%). Lump Sum estimates are not acceptable.

NOTE: The following sample cost estimate is for illustrative purposes only and is not meant to imply eligibility or quality of the project. Unit costs are in no way meant to be reflective of today's current costs.

FY 2020 Engineer's Opinion of Probable Costs of Construction (within 10% accuracy)

Village of _____

Downtown Area Improvements - Main Street, 1st Avenue, Green Street, 2nd Street

Item No.	Items	Unit	Quantity	Unit Price	Total	Ineligible (Local Only)	Federal Share	Match Share	%
Main	Street (1st Street to RR Tracks) Landscape, Sig	nage, a	nd Hard S	urface Impro	vements	•	•		
1	Roadway Reconstruction (With Bike Lane)	FOOT	420	\$350.00	\$147,000.00	\$91,600.00	\$44,320.00	\$11,080.00	80/20
2	Deciduous Tree, Species Tbd	EACH	6	\$550.00	\$3,300.00	\$0.00	\$2,640.00	\$660.00	80/20
3	Ornamental Tree, Species Tbd	EACH	4	\$450.00	\$1,800.00	\$0.00	\$1,440.00	\$360.00	80/20
6	Shrub (L), Species Tbd	EACH	4	\$125.00	\$500.00	\$0.00	\$400.00	\$ 100.00	80/20
7	Perennial, Ornamental Type, Species Tbd	UNIT	2	\$1,500.00	\$3,000.00	\$0.00	\$2,400.00	\$600.00	80/20
8	Tree Removal (6 To 15 Units Diameter)	UNIT	50	\$25.00	\$1,250.00	\$0.00	\$1,000.00	\$250.00	80/20
9	Topsoil	CUYD	48	\$30.00	\$1,440.00	\$0.00	\$1,152.00	\$288.00	80/20
10	Refuse And Recycling Containers	EACH	2	\$2,000.00	\$4,000.00	\$0.00	\$3,200.00	\$800.00	80/20
11	Permenant Bench (Limit: Ea. Block-2 Per Side Of Street)	EACH	3	\$2,200.00	\$6,600.00	\$0.00	\$5,280.00	\$1,320.00	80/20
12	Ornamental Bike Rack	EACH	1	\$1,500.00	\$1,500.00	\$0.00	\$1,200.00	\$300.00	80/20
13	Permenant Planter Box	EACH	4	\$5,600.00	\$22,400.00	\$0.00	\$17,920.00	\$4,480.00	80/20
14	Sidewalk Removal	SQFT	4200	\$2.50	\$10,500.00	\$0.00	\$8,400.00	\$2,100.00	80/20
15	Colored, Patterned Concrete	SQFT	12150	\$15.00	\$182,250.00	\$0.00	\$145,800.00	\$36,450.00	80/20
				Sub-Total	\$385,540.00	\$91,600.00	\$235,152.00	\$58,788.00	
	Street Lighting								
16	Electric Service Installation			\$1,500.00	\$3,000.00	\$0.00	\$1,500.00	\$1,500.00	50/50
17	Electric Utility Service Connection			\$2,500.00	\$5,000.00	\$0.00	\$2,500.00	\$2,500.00	50/50
18	Light Pole Foundation, 24" Diameter			\$40,000.00	\$80,000.00	\$0.00	\$40,000.00	\$40,000.00	50/50
19	Underground Conduit, Pvc, 2 1/2" Dia.			\$52,500.00	\$105,000.00	\$0.00	\$52,500.00	\$52,500.00	50/50
20	Electric Cable In Conduit, 600V (XIp-Type Use) 1/C No. 6			\$437,500.00	\$875,000.00	\$0.00	\$437,500.00	\$437,500.00	50/50
21	Master Controller Special			\$7,500.00	\$15,000.00	\$0.00	\$7,500.00	\$7,500.00	50/50
22	Light Fixture Assembly-Type A			\$125,000.00	\$250,000.00	\$0.00	\$125,000.00	\$125,000.00	50/50
				Sub-Total	\$1,333,000.00	\$0.00	\$666,500.00	\$666,500.00	
First	Avenue (Main Street to Green Street) Landscap	e. Sian	age, and H	ard Surface	Improvements				
1	Roadway Reconstruction (With Bike Lane)	FOOT	480	\$1,150.00	\$552,000.00	\$496,200.00	\$44,640.00	\$ 11,160.00	80/20
3	Ornamental Tree, Species Tbd	EACH	5	\$450.00	\$2,250.00	\$0.00	\$1,800.00	\$450.00	
9	Topsoil	CUYD	48	\$30.00	\$1,440.00			\$288.00	
10	Refuse And Recycling Containers	EACH	2	\$2,000.00	\$4,000.00	\$0.00		\$800.00	
11	Permenant Bench (Limit: Ea. Block-2 Per Side Of Street)	EACH	3	\$2,200.00	\$6,600.00			\$1,320.00	
13	Permenant Planter Box	EACH	4	\$5,600.00	\$22,400.00	\$0.00		\$4,480.00	
14	Sidewalk Removal	SQFT	4800	\$2.50	\$12,000.00	\$0.00		\$2,400.00	
15	Colored, Patterned Concrete	SQFT	13300	\$13.00	\$172,900.00			\$34,580.00	
	- Colored, Fatterned Controlete	J GQ I I	10000	Sub-Total	\$773,590.00		\$221,912.00	\$55,478.00	00/20
•						Ţ .00,200.00	V = 2 1,0 12 10 0	,	_
	Street (2nd Street to 4th Street) Landscape, Si					# 00F 000 00	# 00,000,00	0004000	00/00
1	Roadway Reconstruction (With Bike Lane)	FOOT	890	\$350.00	\$311,500.00	\$265,300.00		\$9,240.00	
5	Shrub (M), Species Tbd	EACH	10	\$75.00	\$750.00	\$0.00		\$ 150.00	
8	Clearing And Grubbing	ACRE	1	\$35,000.00	\$35,000.00			\$7,000.00	
9	Tree Removal (6 To 15 Units Diameter)	UNIT	50	\$25.00	\$1,250.00	\$0.00		\$250.00	
10	Topsoil	CUYD	72	\$30.00	\$2,160.00	\$0.00		\$432.00	
11	Refuse And Recycling Containers	EACH	6	\$2,000.00	\$12,000.00			\$2,400.00	
15	Sidewalk Removal	SQFT	8900	\$2.50	\$22,250.00	\$0.00	\$17,800.00	\$4,450.00	
16	Colored, Patterned Concrete	SQFT	25100	\$13.00	\$326,300.00	\$0.00	\$261,040.00	\$65,260.00	
				Sub-Total		\$265,300.00	\$356,728.00	\$89,182.00	
2nd S	treet (Green to RR Tracks) Landscape, Signage								
1	Topsoil	CUYD	20	\$30.00	\$600.00			\$120.00	
2	Seeding, Class 2A	ACRE	0.05	\$2,000.00	\$100.00	\$0.00			80/20
3	Refuse And Recycling Containers	EACH	2	\$2,000.00	\$4,000.00	\$0.00		\$800.00	
5	Sidewalk Removal	SQFT	2500	\$2.50	\$6,250.00	\$0.00		\$1,250.00	
6	Colored, Patterned Concrete	SQFT	5000	\$13.00	\$65,000.00	\$0.00		\$13,000.00	
				Sub-Total	\$75,950.00	\$0.00	\$60,760.00	\$15,190.00	
					Total	Ineligible	Federal Share	Match Share	1
						(Local Only)	. 200.0101101		I

Construction Street Lighting (Not Co-Located with Alt. Transportation Facility) S3,279,290.00 \$853,100.00 \$874,552.00 \$28,638.00 \$0/20		Total	ineligible	Federal Share	watch Share	
Street Lighting (Not Co-Located with Alt. Transportation Facility) Construction Sub-Total \$3,279,290.00 \$853,100.00 \$1541(552.00 \$885,138.00 Construction Engineering (Approx. 10%) \$393,514.80 \$102,372.00 \$112,080.00 \$280,200.00 Phase One Engineering (Approx. 8%) \$262,343.20 \$68,248.00 \$123,284.16 \$70,811.04 Phase Two Design Engineering (PE II) (Approx. 8%) \$262,343.20 \$68,248.00 \$123,284.16 \$70,811.04 Land Acquisition \$40,000.00 \$20,000.00 \$50,000.00 \$50,000.00 Solve Transportation Facility \$50,500.00 \$50,500.00 \$50,000.00 Solve Transportation Facility \$50,500.00 \$50,500.00 Solve Transportation Facility \$50,			(Local Only)			
Construction Sub-Total \$3,279,290.00 \$853,100.00 \$1,541,052.00 \$885,138.00	Construction	\$3,279,290.00	\$853,100.00	\$874,552.00	\$218,638.00	80/20
Construction Engineering (Approx. 10%) \$393,514.80 \$102,372.00 \$112,080.00 \$28,020.00 Phase One Engineering (Approx. 8%) \$262,343.20 \$68,248.00 \$123,284.16 \$70,81104 Phase Two Design Engineering (PE II) (Approx. 8%) \$262,343.20 \$68,248.00 \$123,284.16 \$70,81104 Land Acquisition \$40,000.00 \$20,000.00 \$20,000.00 \$0,500	Street Lighting (Not Co-Located with Alt. Transportation Facility)			\$666,500.00	\$666,500.00	50/50
Phase One Engineering (Approx. 8%) \$262,343.20 \$68,248.00 \$123,284.16 \$70,81104 Phase Two Design Engineering (PE II) (Approx. 8%) \$262,343.20 \$68,248.00 \$123,284.16 \$70,81104 Land Acquisition \$40,000.00 \$20,000.00 \$20,000.00 \$0,50	Construction Sub-Total	\$3,279,290.00	\$853,100.00	\$1,541,052.00	\$885,138.00	
Phase Two Design Engineering (PE II) (Approx. 8%) \$262,343.20 \$68,248.00 \$123,284.16 \$70,811.04 Land Acquisition \$40,000.00 \$20,000.00 \$20,000.00 50/50	Construction Engineering (Approx. 10%)	\$393,514.80	\$102,372.00	\$112,080.00	\$28,020.00	
Land Acquisition \$40,000.00 \$20,000.00 \$20,000.00 50/50	Phase One Engineering (Approx. 8%)	\$262,343.20	\$68,248.00	\$ 123,284.16	\$70,811.04	
	Phase Two Design Engineering (PE II) (Approx. 8%)	\$262,343.20	\$68,248.00	\$ 123,284.16	\$70,811.04	
GRAND TOTAL \$4,197,49120 \$1,091,968.00 \$1,899,700.32 \$1,054,780.08	Land Acquisition	\$40,000.00		\$20,000.00	\$20,000.00	50/50
	GRAND TOTAL	\$4,197,491.20	\$1,091,968.00	\$1,899,700.32	\$1,054,780.08	

Appendix 2 - IDOT Enhancement Program Coordinators

<u>District</u>	Local Roads and Streets Engineer
1	Chad Riddle
	(847) 705-4201
2	Tony Baratta
	(815) 284-5381
3	Steve Cherry
	(815) 434-8426
4	Tony Sassine
	(309) 671-3690
5	Brian Trygg
	(217) 466-7252
6	Brian Wright
	(217) 782-4690
7	Brett Walker
	(217) 342-8259
8	Rebecca Tharp
	(618) 346-3330
9	Jay Kranz
	(618) 351-5260

For additional information regarding ITEP you may contact:

Brian McCoy	John Paris
Program Manager	Special Programs Section Chief
Bureau of Programming, Room 307	Bureau of Programming, Room 307
Illinois Department of Transportation	Illinois Department of Transportation
2300 South Dirksen Parkway	2300 South Dirksen Parkway
Springfield, IL 62764	Springfield, IL 62764
217-782-5482	217-524-6756
Brian.McCoy@illinois.gov	John.paris@illinois.gov
DOT.ITEP@illinois.gov	DOT.SafeRoutes@illinois.gov



Date: September 14, 2022

To: Pat Carr – Village Manager

Hannah Lipman – Assistant Village Manager John Urbanski – Public Works Director

From: Colby Zemaitis. PE, CFM

Subject: Kimberly Heights - Phase I Professional Engineering Services Agreement

Prepared for Committee of the Whole and Village Board Meeting for consideration and possible action.

<u>Description:</u> Robinson Engineering Ltd. (REL) has prepared the Master Drainage Improvement Plan for the Kimberly Heights Subdivision. The next step of this project is to prepare engineering plans and specifications for the construction of the initial phase of construction.

The initial phase of construction has been discussed with staff and agreed to be located in the northwest section of the development which improves nearly all of the drainage issues in the northwest area of Kimberly Heights. This will be located on James Street from Ridgeland Avenue to Leslie Ann Drive and Mark Lane from James Street to Jody Lane.

The estimated construction cost is approximately \$475,000.

<u>Budget/Finance</u>: Funding in the amount of \$1,500,000 was allocated to this project in the FY23 Budget.

Staff Direction Request:

- 1. Approve the Professional Engineering Services Agreement between the Village and Robinson Engineering Ltd. for the Phase I Drainage Improvement Design for Kimberly Heights.
- Direct Staff as necessary.

Attachments:

- 1. Village's Professional Services Agreement
- 2. Robinson Engineering Ltd. Professional Engineering Services Agreement
- 3. REL Certificate of Liability Insurance



AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into this 20th day of September, 2022 ("Effective Date"), between the Village of Tinley Park, Illinois "(Village"), located at 16250 South Oak Park Avenue, Tinley Park, IL 60477, and Robinson 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.
 - 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.
- 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:

Robinson Engineering Ltd. 17000 South Park Avenue South Holland, IL 60473

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

VILLAGE OF TIME EV DADK

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 (Insert Consultant). have executed this agreement.

PORINGON ENGINEEDING LTD

VILLA	IGE OF THREE FARK	RODINSON ENGINEERING ETD.	
Ву:		Ву:	
	Village President	ITS	-
DATE	:	DATE:	

CERTIFICATIONS BY CONSULTANT

Eligibility to Contract

	e Consultant is not barred from bidding on or entering into this r the bid-rigging or bid-rotating provisions of Article 33E of the						
Name of Consultant (please print)	Submitted by (signature)						
Title							
ertificate of Compliance with Illinois Human Rights Act							
The undersigned hereby certifies that the Act as amended and the Illinois Human R	e Consultant is in compliance with Title 7 of the 1964 Civil Right ights Act as amended.						
Name of Consultant (please print)	Submitted by (signature)						
Title							

Certificate of Compliance with Illinois Drug-Free Workplace Act

Drug Free Workplace Act (30 ILCS 580/3) the engaged in the performance of the work up	oyees, does hereby certify pursuant to section 3 of the Illinois hat it shall provide a drug-free workplace for all employees nder the contract by complying with the requirements of the ter certifies, that it is not ineligible for award of this contract the Illinois Drug-Free Workplace Act.						
Name of Consultant (please print)	Submitted by (signature)						
Title							
Certificate Regarding Sexual Harassment Policy							
5/2-105) that it has a written sexual harass information: (i) the illegality of sexual harasslaw; (iii) a description of sexual harassment including penalties; (v) the legal recourse, Department of Human Rights and Human R	ant to section 2-105 of the Illinois Human Rights Act (775 ILCS sment policy that includes, at a minimum, the following assment; (ii) the definition of sexual harassment under State at, utilizing examples; (iv) an internal complaint process investigative and complaint process available through the Rights Commission; (vi) direction on how to contact the Rights Commission; and (vii) protection against retaliation.						
Name of Consultant (please print)	Submitted by (signature)						
Title							

EXHIBIT A

Scope of Professional Services

Work as specified and approved by the Village of Tinley Park in the Proposal for Professional Engineering Services for Kimberly Heights Drainage Improvements – Phase I Dated 9/12/22.

EXHIBIT B

Fee Schedule

See attached Proposal and 2022 Standard Billing Rates

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.

•	Workers' Compensation:	Statutory
•	Employer's Liability – Each Accident:	\$ 1,000,000
•	General Liability –	
•	Each Occurrence (Bodily Injury and Property Damage)	\$ 1,000,000
•	General Aggregate:	\$ 2,000,000
•	Excess or Umbrella Liability	
•	Each Occurrence:	\$ 3,000,000
•	General Aggregate:	\$ 3,000,000
•	Automobile LiabilityCombined Single Limit	
•	(Bodily Injury and Property Damage): Each Accident	\$ 1,000,000
•	Professional Liability –	
•	Each Claim Made	\$ 2,000,000
•	Annual Aggregate	\$ 2,000,000

EXHIBIT D

Insurance Certificates

Attached as PDF



9/12/22

Project 21-R0545.01

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

Attn: Mr. John Urbanski, Director of Public Works

RE: Proposal for Professional Engineering Services

Kimberly Heights Drainage Improvements - Phase I

Dear Mr. Urbanski:

Robinson Engineering, Ltd. (REL) is pleased to present a proposal to perform professional engineering services related to design engineering services associated with the Kimberly Heights Subdivision within the Village of Tinley Park (Village). We take great pride in partnering with our clients to achieve their goals, and sincerely appreciate the opportunity to offer our expertise and dedication on this project.

Included in this proposal are the following: Project Overview, Scope of Services, Payment Terms, and Standard Terms and Conditions. REL's Standard Terms and Conditions should be considered as an integral part of this proposal.

1. PROJECT OVERVIEW

The Kimberly Heights Subdivision has experienced drainage issues throughout its entirety for many years. In an effort to help alleviate these issues, the Village authorized REL to perform a drainage study for the entire subdivision. This study outlined general improvements within the right-of-way that will provide the subdivision with more efficient drainage measures.

As part of the implementation of this study, the Village will authorize REL to prepare construction plans and bidding documents for Phase I of the improvements as outlined by Village Staff. Phase I of these improvements will include the northwest section of the Kimberly Heights Subdivision; James St. (from Ridgeland Ave. to Leslie Ann Dr.) and Mark Ln. (from James St. to Jody Ln.).

2. SCOPE OF SERVICES

A. Topographic Survey

Robinson Engineering, Ltd. will locate the improvements along the proposed route and generate a topographic survey.

The topographic survey will include, but not be limited to, collecting existing grades and locations of all visible improvements, including storm sewers, sanitary sewers, and other visible utilities. Location of underground utilities will be shown with use of record maps from our office or provided to us by owner of utility companies.

B. Preparation of Engineering Plans and Specifications

Based on the above data gathered, REL will prepare engineering plans and specifications with the following elements:

- Coordination with Village staff
- General project administration
- Preparation of existing and proposed site plans
- Preparation of construction details
- Preparation of specifications
- Preparation of probable construction cost/bid schedule
- Quality control/quality assurance review process

C. Project Bidding

Once the project is designed and the Village authorizes the project to proceed to construction, the project will be bid. REL will assist the Village with advertising the project by contacting contractors who typically perform this type of work. REL will respond to contractor questions during the bidding phase, and issue addenda to the contract documents when required. REL will attend the bid opening, prepare the bid tabulation, assist the Village in evaluating the bid proposals, and prepare a letter of recommendation for award of the contract.

D. Construction Engineering

For the project REL will perform construction engineering services consisting of the following:

- Coordination with the Village
- Submittal review
- Survey layout of the proposed design
- Responses to contractor inquiries

3. PAYMENT TERMS

REL proposes to perform the design phase of the project (Items A. through C.) for a lump sum fee of \$31,000. This fee is based on our understanding of the project and experience with similar projects.

Construction engineering (Item D.) will be charged on an hourly basis.

4. STANDARD TERMS AND CONDITIONS

The Standard Terms and Conditions for this proposal are attached hereto and incorporated herein.

Again, we thank you for the opportunity to submit this proposal for your consideration. Please feel free to call me at (815) 412-2014 or email me at <u>vcalombaris@reltd.com</u> with any questions regarding this proposal, or if any additional information is needed.

Very truly yours,

ROBINSON ENGINEERING, LTD.

Van Calombaris, PE Director of Operations

ACCEPTED AND APPROVED:
VILLAGE OF TINLEY PARK, ILLINOIS

Ву:		
•	Signature	
By:		
-	Printed Name	
Title:		
Data		

ROBINSON ENGINEERING, LTD ("REL") STANDARD TERMS AND CONDITIONS

CONTRACT – These Standard Terms and Conditions may be amended, added to, superseded, or waived only if both REL and Client specifically agree in writing to any amendment of these Terms and Conditions ("Agreement").

STANDARD OF CARE - The standard of care for all professional engineering, survey or related professional services performed or furnished by REL under this Agreement will be the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality. REL makes no warranties, express or implied, under this Agreement or otherwise, in connection with REL's services on this Project.

RELIANCE – REL may, without liability, rely on the accuracy and completeness of information provided by Client, Client's consultants and any contractors, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards without the need for verification.

CHANGES IN SCOPE –The proposed fees constitute REL's estimate to perform the services required to complete the Project. However, all required services are not always definable in the initial planning. Accordingly, circumstances may dictate a change in the scope of services to be performed. Where this occurs, changes in the Agreement shall be negotiated, an equitable adjustment shall be made to REL's compensation and agreed to in writing by REL and Client.

DELAYS – REL shall complete its obligations within a reasonable time. If, through no fault of REL, such periods of time or dates are changed, or the orderly and continuous progress of REL's services is impaired, or REL's services are delayed or suspended, then the time for completion of REL's services, and the rates and amounts of REL's compensation, shall be adjusted equitably.

SUSPENSION & TERMINATION – Client may suspend the Project upon seven (7) days written notice to REL. If REL's services are substantially delayed through no fault of REL, REL may suspend services after giving seven (7) days written notice to Client. Either party may terminate this agreement upon thirty (30) days written notice to the other party in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

Client shall remain liable for, and shall promptly pay REL for all services rendered to the date of such suspension/termination of services plus suspension/termination charges include the cost of assembling documents, personnel and equipment rescheduling or reassignment, and commitments made to others on Client's behalf.

OPINION OF PROBABLE COSTS - REL's opinions of probable Construction Cost are to be made on the basis of REL's experience and qualifications and represent ReL's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since REL has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, REL cannot and does not guarantee that proposals, bids, or actual Construction Cost shall not vary from opinions of probable Construction Cost prepared by REL.

REUSE OF PROJECT DELIVERABLES - All design documents prepared or furnished by REL are instruments of service, and REL retains all ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Client shall not rely in any way on any Document unless it is in printed form, signed and sealed by REL or one of its Consultants.

RIGHT OF ENTRY - Client agrees to obtain legal right-of-entry on the property when entry to property is required by the work of this Agreement.

ENVIROMENTAL CONDITIONS OF SITE - REL's scope of services does not include any services related to any environmental issues related to the site including petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, or regulated by any Federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste, substance, or material.

RELATIONSHIP WITH CONTRACTORS – REL shall not at any time supervise, direct, or have control over any contractor's work, nor shall REL have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, nor for safety precautions and programs in connection with the contractors' work, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work. REL neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work. REL shall have no authority to stop the work of any contractor on the Project.

LIMITATION OF LIABILITY – REL's total liability to Client for any and all claims for damages whatsoever, arising out of or in any way related to the Project or this Agreement, from any cause or causes, including but not limited to REL's negligence, errors, omissions, strict liability, or breach of contract, shall be limited as follows: REL's total liability shall not exceed the lesser of (1) \$1,000,000 (one million dollars) or (2) the remaining limits of any policy of insurance which provides coverage for the Client's cause or causes of action, such remaining limits to be measured as of the date judgment is entered against REL or the date when Client and REL otherwise settle/resolve the cause or causes of action.

INSURANCE – REL shall maintain insurance coverage for Professional, Commercial General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with any legal requirements and REL's business requirements. Certificates of Insurance shall be provided by REL upon written request

MUTUAL WAIVER – To the fullest extent permitted by law, Client and REL waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

GOVERNING LAW, JURISDICTION & VENUE – This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois. Further, the parties agree and consent to the exclusive jurisdiction of the courts of the State of Illinois for all purposes regarding this Agreement and that venue of any action brought hereunder shall be exclusively in Cook County, IL.

NON-ENFORCEMENT – A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

ASSIGNMENT – A party shall not assign its rights or obligations pursuant to this Agreement without the express written permission and consent of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.

SURVIAL – All express representations, waivers, indemnifications, and limitations of liability included in this Agreement shall survive its completion or termination for any reason.

THIRD PARTIES - Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or REL to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement shall be for the sole and exclusive benefit of Client and REL and not for the benefit of any other party.

SEVERABILITY - Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and REL, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that expresses the intention of the stricken provision.

STATUTE OF LIMITATIONS – to the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence to run, no later than the date of Substantial Completion of this Agreement.

CONFLICTS - If a conflict exists between the Agreement provisions and these Standard Terms and Conditions then these Standard Terms and Conditions shall prevail and control.

client's Initial:	Date:	10/201
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2022 STANDARD BILLING RATES:

Effective January 1, 2022

CLASSIFICATION	RATE
Principal Engineer 1	\$208.00
Senior Project Manager 1 / 2	\$183.00 / \$197.00
Senior Structural Engineer	\$193.00
Senior Engineer 1 / 2 / 3	\$166.00 / \$176.00 / \$181.00
Project Engineer 1 / 2 / 3 / 4	\$124.00 / \$134.00 / \$144.00 / \$154.00
Project Manager 1 / 2 / 3	\$134.00 / \$144.00 / \$154.00
Chief Land Surveyor	\$166.00
Land Surveyor 1 / 2 / 3	\$121.00 / \$138.00 / \$149.00
Surveying Technologist 1/2	\$107.00 / \$121.00
Senior Planner	\$145.00
Planner	\$132.00
Grant Writer 1 / 2	\$93.00 / \$114.00
Project Developer 1 / 2 / 3	\$107.00 / \$143.00 / \$167.00
GIS Coordinator	\$161.00
GIS Developer	\$131.00
GIS Technologist	\$105.00
CAD Manager	\$150.00
CAD Designer	\$132.00
CAD Technologist 1 / 2	\$99.00 / \$114.00
Resident Engineer 1 / 2 / 3	\$129.00 / \$143.00 / \$156.00
Resident Engineering Rep 1 / 2 / 3	\$129.00 / \$134.00 / \$140.00
Field Superintendent	\$170.00
Assistant Field Superintendent	\$155.00
Field Crew Chief	\$125.00
Field Crew Member 1 / 2	\$78.00 / \$95.00
Operations Manager	\$144.00
Operations Coordinator	\$102.00
Operator 1 / 2 / 3	\$87.00 / \$92.00 / \$98.00
IT Coordinator	\$143.00
IT Technologist	\$107.00
Administrative 1 / 2	\$79.00 / \$90.00
Project Administration	\$107.00
Intern	\$53.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/26/2022

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).

PRODUCER The Horton Group 10320 Orland Parkway Orland Park IL 60467		CONTACT NAME: Certificates Team PHONE (A/C, No, Ext): 708-845-3917 E-MAIL ADDRESS: certificates@thehortongroup.com	FAX (A/C, No):	
		INSURER(S) AFFORDING COVERAGE	NAIC #	
		INSURER A: Evanston Insurance Company	35378	
INSURED	ROBIENG-01	INSURER B : Hanover Insurance Company	22292	
Robinson Engineering Ltd 17000 South Park Avenue		INSURER C: Harleysville Preferred Insurance Comp	any 35696	
South Holland IL 60473		INSURER D: Harleysville Worcester Insurance Com	pany 26182	
		INSURER E:		
		INSURER F:		
COVERACES	OFFICIOATE MUMPER 4404000040			

COVERAGES CERTIFICATE NUMBER: 1181002516 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.

Ī	NSR LTR	TYPE OF INSURANCE		SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	С	X COMMERCIAL GENERAL LIABILITY	Y	Y	MPA0000004887BU	1/1/2022	1/1/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000 \$ 100,000
		CLAIMS-MADE X OCCUR						MED EXP (Any one person)	\$ 15,000
		X EDP (Blanket)		'				PERSONAL & ADV INJURY	\$ 1,000,000
	-							GENERAL AGGREGATE	\$ 2,000,000
1	-	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$ 2,000,000
L		POLICY X PRO- JECT LOC						EDP	\$ 1,035,000
***************************************	P	AUTOMOBILE LIABILITY	Y	Υ	BA0000004885BU	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
الموسينة	/	X ANY AUTO						BODILY INJURY (Per person)	\$ 1,000,000
		ALL OWNED SCHEDULED AUTOS							\$ 1,000,000
1		X HIRED AUTOS X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$ 500,000
L									\$
1	D	X UMBRELLA LIAB X OCCUR			CMB0000004888BU	1/1/2022	1/1/2023	EACH OCCURRENCE	\$ 10,000,000
		EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$ 10,000,000
L		DED RETENTION\$							\$
	D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		Υ	WC000004886BU	1/1/2022	1/1/2023	X WC STATU- OTH- TORY LIMITS ER	
ı		ANY PROPRIETOR/PARTNER/EXECUTIVE N						E.L. EACH ACCIDENT	\$ 1,000,000
		(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
L		If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
	A B C	Professional/Pollution Liability Cyber Liability Drone Liability			MKLV7PL0005084 LHC-H475039-01 MPA0000004887BU	1/1/2022 1/1/2022 1/1/2022	1/1/2023 1/1/2023 1/1/2023	Occ / Agg Limit Limit	2,000,000 1,000,000 1,000,000

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

Additional insured on a primary and non-contributory basis with respect to the general liability and auto liability coverage only when required by written contract. Waivers of subrogation applies to the general liability, auto liability and workers compensation in favor of the stated additional insureds only when required by written contract. Umbrella follows form.

Additionally Insured: Village of Tinley Park and its officers, officials, Village President and Board of Trustees, agents, employees, volunteers, representatives, assigns, successors, and attorneys.

CERTIFICATE HOLDER	CANCELLATION
Village of Tinley Park 16250 S. Oak Park Avenue	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Tinley Park IL 60477	AUTHORIZED REPRESENTATIVE

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COMMERCIAL AUTO CA-7200 (Ed. 2-17)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM AUTO DEALERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Schedule

The premium for this endorsement is \$ 667

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

SUMMARY OF COVERAGES

- I. Sections II and I Liability Coverage
 - A. Broad Form Insured
 - B. Employees as Insureds
 - C. Liability Coverage Extensions Supplementary Payments
 - D. Prejudgment Interest Coverage
 - E. Amendment of Fellow Employee Liability Exclusion
 - F. Additional Insured by Contract, Permit or Agreement
- II. Sections III and I Physical Damage Coverage
 - A. Hired Car Physical Damage
 - **B. Physical Damage Coverage Extensions**
 - a. Transportation Expenses
 - b. Loss of Use Expenses
 - c. Extra Expense
 - d. Personal Effects Coverage
 - C. Accidental Discharge of Airbag
 - D. Lease/Loan Gap Coverage
 - E. Deductible Amendments
 - F. Towing and Labor
 - G. Rental Reimbursement
- III. Section IV Conditions
 - A. Notice of and Knowledge of Occurrence
 - B. Unintentional Failure to Disclose Hazards
 - C. Hired Car Coverage Territory
 - D. Waiver of Subrogation
- IV. Section V Definitions
 - A. Mental Anguish
 - **B.** Additional Definitions
- V. Cancellation Conditions

I. SECTION II - LIABILITY COVERAGE is amended as follows:

A. BROAD FORM INSURED

Paragraph A.1. of SECTION II – COVERED AUTOS LIABILITY COVERAGE of the BUSINESS AUTO COVERAGE FORM and paragraph D.2. of SECTION I – COVERED AUTOS COVERAGES of the AUTO DEALERS COVERAGE FORM, under Who Is An Insured, are amended as follows:

- 1. For covered "autos", the Named Insured shown in the Declarations is amended to include:
 - a. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limits of Insurance.
 - **b.** Any organization that is newly acquired or formed by you during the policy period and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (1) That is a joint venture or partnership,
 - (2) That is an "insured" under any other automobile policy,
 - (3) That has exhausted its Limits of Insurance under any other automobile policy, or
 - (4) That has been acquired or formed by you for more than 180 days unless you have given us written notice of the acquisition or formation by the end of such 180 day period or the end of the policy period, whichever occurs first.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization, or an "accident" that occurs before or after the end of the policy period.

B. EMPLOYEES AS INSUREDS

The following is added to paragraph A.1. Who is An Insured of SECTION II – COVERED AUTOS LIABILITY COVERAGE of the BUSINESS AUTO COVERAGE FORM and paragraph D.2. Who is An Insured of SECTION I – COVERED AUTOS COVERAGES of the AUTO DEALERS COVERAGE FORM:

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

C. LIABILITY COVERAGE EXTENSIONS - SUPPLEMENTARY PAYMENTS

Supplementary Payments (2) and **(4)** under paragraphs **A.2.a** of the BUSINESS AUTO COVERAGE FORM and **D.3.a.** of the AUTO DEALERS COVERAGE FORM, are replaced by the following:

- (2) Up to \$2,500 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.
- (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.

D. PREJUDGMENT INTEREST COVERAGE

The following paragraph is added to **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, **Supplementary Payments** under item **A.2.a.** of the BUSINESS AUTO COVERAGE FORM and to **SECTION I – COVERED AUTOS COVERAGES** under item **D.3.a.** of the AUTO DEALERS COVERAGE FORM:

(7) Prejudgment interest awarded against the "insured" on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

E. AMENDMENT OF FELLOW EMPLOYEE LIABILITY EXCLUSION

Paragraph B.5. Exclusions – Fellow Employee of the BUSINESS AUTO COVERAGE FORM and Paragraph D.4.e. Exclusions – Fellow Employee of the AUTO DEALERS COVERAGE FORM does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire. The insurance provided under this provision is excess over any other collectible insurance.

F. ADDITIONAL INSURED BY CONTRACT, PERMIT OR AGREEMENT

The following is added to A.1. Who Is An Insured of SECTION II – COVERED AUTOS LIABILITY COVERAGE of the BUSINESS AUTO COVERAGE FORM and D.2 of SECTION I – COVERED AUTOS COVERAGES of the AUTO DEALERS COVERAGE FORM:

Any person or organization that you are required to name as an additional insured in a written contract or agreement that is executed or signed by you prior to a "bodily injury" or "property damage" occurrence is an "insured" for liability coverage. However, with respect to covered "autos", such person or organization is an insured only to the extent that person or organization qualifies as an "insured" under A.1. Who is an Insured of SECTION II — COVERED AUTOS LIABILITY COVERAGE of the BUSINESS AUTO COVERAGE FORM or D.2. of SECTION I — COVERED AUTOS COVERAGES of the AUTO DEALERS COVERAGE FORM.

If specifically required by the written contract or agreement referenced in the paragraph above, any coverage provided by this endorsement to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the written contract does not require this coverage to be primary and the additional insured's coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.

II. SECTION III – PHYSICAL DAMAGE COVERAGE of the BUSINESS AUTO COVERAGE FORM and Paragraph F. Physical Damage Coverage of SECTION I – COVERED AUTOS COVERAGES of the AUTO DEALERS COVERAGE FORM are amended by adding the following:

A. HIRED CAR PHYSICAL DAMAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss or Collision Coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire, subject to the following limit and applicable deductible:

The most we will pay for any one "accident" or "loss" to any hired "auto" is the lesser of:

- 1. the actual cash value of the hired "auto". An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss";
- 2. the cost to restore the hired "auto" to its "pre-accident physical condition"; or
- **3.** \$50,000.

If a repair or replacement part restores the hired "auto" to better than its "pre-accident physical condition" we will not pay for the amount of the "betterment".

The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

B. PHYSICAL DAMAGE COVERAGE EXTENSIONS

Paragraph A.4. Coverage Extensions under SECTION III – PHYSICAL DAMAGE COVERAGE of the BUSINESS AUTO COVERAGE FORM and paragraph 2. Coverage Extension – Loss of Use Expenses of F. Physical Damage Coverage under SECTION I – COVERED AUTOS COVERAGES of the AUTO DEALERS COVERAGE FORM is replaced by the following:

Coverage Extensions

a. Transportation Expenses

We will pay up to \$50 per day to a maximum of \$1,500 for temporary expense incurred by you because of the total theft of a covered "auto". We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

b. Loss of Use Expenses

For Hired Auto, Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto."

However, the most we will pay for any expenses for loss of use is \$50 per day, to a maximum of \$1,500. The insurance provided by this provision is excess over any other collectible insurance.

c. Extra Expense

We will also pay for the expense of returning a stolen covered "auto" to you.

d. Personal Effects Coverage

We will pay up to \$500 for "loss" to wearing apparel and other personal effects which are:

- (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 deductible applies to this coverage.

C. ACCIDENTAL DISCHARGE OF AIRBAG

The following is added to paragraph **B. Exclusions** of **SECTION III – PHYSICAL DAMAGE COVERAGE** of the BUSINESS AUTO COVERAGE FORM and paragraph **F.3. Exclusions** of **SECTION I – COVERED AUTOS COVERAGES** of the AUTO DEALERS COVERAGE FORM:

However, the exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

D. LEASE/LOAN GAP COVERAGE

If a long term leased or financed "auto" is a covered "auto", we will pay, in the event of a total "loss", your additional legal obligation to the lessor or financial institution for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the lease or loan.

"Outstanding balance" means the amount you owe on the lease or loan at the time of "loss" less any amounts:

- representing taxes;
- overdue payments;
- 3. penalties, interest or charges resulting from overdue payments;
- 4. additional mileage charges;
- 5. excess wear and tear charges;
- 6. lease termination fees;
- 7. security deposits not refunded by the lessor or financial institution;
- 8. costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease:
- 9. carry-over balances from previous loans or leases;
- 10.final payment due under a "balloon loan";
- 11.the dollar amount of any unrepaired damage which occurred prior to the "total loss" of a covered "auto"; and
- **12.** any refunds payable or paid to you as a result of the early termination of a lease or loan agreement or as a result of the early termination of any warranty or extended agreement on a covered "auto."

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

"Balloon loan" is a loan with periodic payments that are insufficient to repay the balance over the term of the loan, thereby requiring a large final payment.

E. DEDUCTIBLE AMENDMENTS

The following are added to paragraph **D. Deductible** of **SECTION III – PHYSICAL DAMAGE COVERAGE** of the BUSINESS AUTO COVERAGE FORM:

If another policy or coverage form that is not an automobile policy or coverage form issued by this company applies to the same "accident", the following applies:

- 1. If the deductible under this coverage is the smaller (or smallest) deductible, it will be waived:
- 2. If the deductible under this coverage is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

If a Comprehensive or Specified Causes of Loss Coverage "loss" from one "accident" involves two or more covered "autos", only the highest deductible applicable to those coverages will be applied to the "accident," if the cause of the loss is covered for those vehicles. This provision only applies if you carry Comprehensive or Specified Causes of Loss Coverage for those vehicles, and does not extend coverage to any covered "autos" for which you do not carry such coverage.

No deductible applies to glass if the glass is repaired, in a manner acceptable to us, rather than replaced.

F. TOWING AND LABOR

We will pay up to the following limits for towing and labor costs incurred each time a covered "auto" of the private passenger type or light truck is disabled:

- 1. \$100 for a covered "auto" rated and classified as a private passenger type vehicle.
- 2. \$150 for a covered "auto" rated and classified as a light truck type. For the purpose of this coverage light trucks are defined as a truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacture as the maximum loaded weight the auto is designed to carry.

However, the labor must be performed at the place of disablement.

G. RENTAL REIMBURSEMENT

SECTION III – PHYSICAL DAMAGE COVERAGE Item **A. Coverage** of the BUSINESS AUTO COVERAGE FORM or **SECTION I – COVERED AUTOS COVERAGES** item **F.1. Coverage** of the AUTO DEALERS COVERAGE FORM is amended by adding the following:

This coverage applies only to a covered "auto" rated and classified as a private passenger or light truck type as follows:

- 1. We will pay for rental reimbursement expenses incurred by you for the rental of a private passenger or light truck type "auto" because of "loss" to a covered private passenger or light truck type "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered private passenger or light truck type "auto". We will pay only for those covered "autos" for which you carry comprehensive and collision coverage. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.
- 2. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - a. The number of days reasonably required to repair or replace the covered private passenger or light truck type "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered private passenger or light truck type "auto" and return it to you; or
 - **b.** 30 davs
- 3. Our payment is limited to the lesser of the following amounts:
 - a. Necessary and actual expenses incurred, or
 - **b.** \$50 per day, up to a maximum of \$1,500.
- **4.** This coverage does not apply while there are spare or reserve private passenger or light truck type "autos" available to you for your operations.
- 5. If "loss" results from the total theft of a covered "auto" of the private passenger or light truck type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under SECTION III PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions of the BUSINESS AUTO COVERAGE FORM.

For purposes of this Rental Reimbursement coverage, light truck is defined as a truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacture as the maximum loaded weight the auto is designed to carry.

III. SECTION IV – BUSINESS AUTO CONDITIONS of the BUSINESS AUTO COVERAGE FORM and **SECTION IV – CONDITIONS** of the AUTO DEALERS COVERAGE FORM are amended as follows:

A. NOTICE OF AND KNOWLEDGE OF OCCURRENCE

- Your obligation in paragraph A.2.a., Loss Conditions Duties in the Event of Accident, Claim, Suit or Loss of the BUSINESS AUTO COVERAGE FORM and A.2.a., Duties in the Event of Accident, Claim, Offense, Suit, Loss or Acts, Errors or Omissions of the AUTO DEALERS COVERAGE FORM, relative to notification requirements apples 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; or
 - **d.** An executive officer or insurance manager, if you are a corporation.

- 2. Your obligation in paragraph A.2.b., Loss Conditions Duties in the Event of Accident, Claim, Suit or Loss of the BUSINESS AUTO COVERAGE FORM and A.2.b., Duties in the Event of Accident, Claim, Offense, Suit, Loss or Acts, Errors or Omissions of the AUTO DEALERS COVERAGE FORM relative to providing us with documents concerning a claim or "suit" will not be considered breached unless the breach occurs after such claim or "suit" 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; or
 - d. An executive officer or insurance manager, if you are a corporation.

B. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

The following is added to paragraph **B.2. General Conditions – Concealment, Misrepresentation or Fraud** in both the BUSINESS AUTO COVERAGE FORM and the AUTO DEALERS COVERAGE FORM:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

C. HIRED CAR - COVERAGE TERRITORY

Item b.(5) of the BUSINESS AUTO COVERAGE FORM and Item c.(5)(a) of the AUTO DEALERS COVERAGE FORM of paragraph B.7. General Conditions – Policy Period, Coverage Territory is replaced by the following:

Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed without a driver for a period of 30 days or less:

D. WAIVER OF SUBROGATION

Transfer of Rights of Recovery Against Others To Us under items **A.5. Loss Conditions** of the BUSINESS AUTO COVERAGE FORM and AUTO DEALERS COVERAGE FORM is amended by adding the following:

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract or agreement executed prior to any "accident" because of payments we make for damages under this coverage form.

IV. SECTION V – DEFINITIONS of the BUSINESS AUTO COVERAGE FORM and SECTION V – DEFINITIONS of the AUTO DEALERS COVERAGE FORM are amended as follows:

A. MENTAL ANGUISH

The definition of "bodily injury" in the DEFINITIONS section is replaced by the following:

"Bodily Injury" means bodily injury, sickness or disease sustained by any person, including mental anguish and death resulting from any of these.

B. ADDITIONAL DEFINITIONS

The following definitions are added:

"Betterment" means the amount of increase to the pre-damaged or pre-loss cash value of an "auto" attributed to the use of replacement parts which are of a type that are normally subject to repair and replacement during the useful life of an "auto" including but not limited to tires and batteries.

"Pre-accident physical condition" means the operational safety, function and appearance of the "auto" immediately prior to when the damage in question was sustained.

V. CANCELLATION CONDITIONS

Paragraph A.2. of the COMMON POLICY CONDITION - CANCELLATION applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the First Named Insured written notice of cancellation at least 60 days before the effective date of cancellation. This provision does not apply in those states that require more than 60 days prior notice of cancellation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY ENHANCEMENT PLUS ENDORSEMENT - ILLINOIS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is a summary of the additional coverages and Limits of Insurance provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

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Coverage Applicable	Limit of Insurance	Page Number
Advertising Injury Redefined	Included	2
Blanket Additional Insured – Automatic Status When Required in Agreement With You	Included	2
Blanket Additional Insured – Broad Form Vendors	Included	3
Blanket Additional Insured – Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You	Included	3
Blanket Additional Insured – Managers or Lessors of Premises	Included	4
Blanket Additional Insured – Permits	Included	5
"Borrowed Equipment" Property Damage Liability	Included	5
Damage to Premises Rented to You	\$500,000	6
Elevator Property Damage Liability	\$5,000 per occurrence/\$10,000 annual aggregate	6
Expected and Intended Injury	Included	6
Incidental Medical Malpractice Liability	Included	6
Insured Contract definition amended	Included	7
Knowledge and Notice of Occurrence or Offense	Included	7
Liberalization	Included	7
Medical Payments	\$15,000	8
Mental Anguish – Bodily Injury Redefined	Included	8
Mobile Equipment Redefined	Included	8
Newly Formed or Acquired Organizations	180 days	8
Non-Duplication of Benefits	Included	8
Non-Owned Aircraft	Included	8
Non-Owned Watercraft	Less than 51 feet	8
Personal Injury – Broad Form	Included	8
Supplementary Payments	\$5,000 bail bonds, \$500 per day expenses	9
Unintentional Failure to Disclose Hazards	Included	9
Voluntary Property Damage	\$25,000 per occurrence/\$50,000 annual aggregate	9
Waiver of Transfer of Rights of Recovery Against Others	Included	10

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1. ADVERTISING INJURY REDEFINED

Paragraphs 14.d. and e. of Section V – Definitions are amended by the following:

Personal and advertising injury means injury including consequential "bodily injury" arising out of one or more of the following offenses:

- **d.** Oral, written, televised or videotaped publication in any manner of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral, written, televised or videotaped publication in any manner of material that violates a person's right to privacy;

Paragraphs b. and c. of 2. Exclusions under Coverage B – Personal and Advertising Injury Liability are replaced by the following:

- b. "Personal and advertising injury" arising out of oral, written, televised or videotaped publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- **c.** "Personal and advertising injury" arising out of oral, written, televised or videotaped publication of material whose first publication took place before the beginning of the policy period;

2. BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS WHEN REQUIRED IN AGREEMENT WITH YOU

- A. Section II Who Is An Insured is amended to include as an insured any person or organization for whom "you" are performing operations, only as specified under a written contract or agreement that requires that such person or organization be added as an additional insured on "your" policy. Such person or organization is an additional insured only with respect to liability caused, in whole or in part, by the acts or omissions of the "Named Insured" in the performance of the "Named Insured's" ongoing operations for the additional insured but only as specified under the written contract or agreement. A person's or organization's status as an insured under this endorsement ends the earlier of when "your" on-going operations for that insured are completed or when "you" no longer are contractually required to include such person or organization as an additional insured under "your" policy.
- **B.** The insurance provided to an additional insured by this Blanket Additional Insured Automatic Status When Required In Agreement With You coverage is limited as follows:
 - 1. The additional insured is covered only for such damages which are caused, in whole or in part, by the acts or omissions of the "Named Insured" to which the additional insured is entitled to be indemnified by the "Named Insured" pursuant to the written contract or agreement referenced in Paragraph A. above and only for those sums that the additional insured is legally obligated to pay as damages under tort law principles to the injured party because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies, and in accordance with the stated policy limits, exclusions, limitations and policy conditions. This coverage does not apply for defense or indemnity of the additional insured if state or federal law does not permit indemnification of the additional insured by the "Named Insured" for the claim of the third party.
 - 2. The limits of insurance are those set forth in the policy and Declarations or those specified in the written contract, lease, sublease or agreement referenced in Paragraph A. above, whichever is less.
- C. With respect to the insurance afforded to additional insured, the following exclusions are added:

2. Exclusions

- **a.** This insurance does not apply if the written contract or agreement referenced in Paragraph **A.** above was not executed by the "Named Insured" prior to the "occurrence" giving rise to the additional insured's potential liability.
- **b.** This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" for which the additional insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the additional insured would have in the absence of the contract or agreement.

D. Other Insurance

- 1. If specifically required by the written contract or agreement referenced in Paragraph A. above, any coverage provided by this coverage to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the written contract or agreement does not require this coverage to be primary and the additional insured's coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.
- 2. Even if the requirements of paragraph **D.1.** are met establishing this coverage as primary and the additional insured's coverage as being non-contributory, this coverage will be excess over any other insurance available to the additional insured which is conferred onto said person or organization by a separate additional insured endorsement.

E. Definitions

Solely for purposes of the insurance afforded to an additional insured by this additional insured coverage:

"Named Insured" is defined as the entity to whom the insurance policy is issued as shown on the Declarations.

"You" or "your" means a "Named Insured" as defined above.

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3. BLANKET ADDITIONAL INSURED - BROAD FORM VENDORS

Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) which or who is or are a vendor of "your products" with whom you agreed under a written contract or agreement to add as an additional insured to your policy, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

- a. The insurance afforded the vendor does not apply to:
 - (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (2) Any express warranty unauthorized by you;
 - (3) Any physical or chemical change in the product made intentionally by the vendor;
 - (4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - (8) "Bodily injury" or "property damage" arising out of the negligent acts or omissions, including but not limited to the failure to warn, of the vendor or its employees or anyone else acting on its behalf unless such "bodily injury" or "property damage" was caused in whole or in part by you or any person or organization acting on your behalf. However, this exclusion does not apply to:
 - a. The exceptions contained in Subparagraphs (4) or (6); or
 - b. Such inspections, adjustments, tests or servicing as the vendor has agreed with you to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
 - (9) "Bodily injury" or "property damage" that occurs before the execution by all parties of the contract or agreement referred to above.
- b. The insurance provided to such additional insured vendor by this coverage is further limited as follows:
 - (1) The additional insured is covered only for such sums that such additional insured is legally obligated to pay as damages under tort law principles to the injured party because of "bodily injury" or "property damage" to which this insurance applies, and in accordance with the stated policy limits, exclusions, limitations and conditions except as expressly modified by this Blanket Additional Insured Broad Form Vendors coverage.
 - (2) The limits of insurance are those set forth in the policy Declarations or those specified in the written contract or agreement referenced above, whichever is less.
- **c.** This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- d. Other Insurance
 - (1) If specifically required by the written contract or agreement referenced above, any coverage provided by this coverage to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If a written contract does not require this coverage to be primary and the additional insured's coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.
 - (2) Even if the requirements of paragraph **d**. (1) are met establishing this coverage as primary and the additional insured's coverage as being non-contributory, this coverage will be excess over any other insurance available to the additional insured which is conferred onto said person or organization by a separate additional insured endorsement.

4. BLANKET ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT – AUTOMATIC STATUS WHEN REQUIRED IN LEASE AGREEMENT WITH YOU

A. Section II — Who Is An Insured is amended to include as an additional insured any person or organization from whom you lease equipment pursuant to a written contract or agreement that requires that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this coverage ends the earlier of when their contract or agreement with you pertaining to such leased equipment ends or the end of the policy period.

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- **B.** With respect to the insurance afforded to an additional insured, this insurance does not apply to any "occurrence" which takes place or begins before the first effective date of the equipment lease or which takes place or begins after the equipment lease expires.
- C. With respect to the insurance afforded to an additional insured, the following additional exclusion applies: This insurance does not apply to "bodily injury", "property damage" or "personal or advertising injury" for which the additional insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the additional insured would have in the absence of the contract or agreement.
- D. The insurance provided to such lessor of leased equipment additional insured by this Blanket Additional Insured Lessor Of Leased Equipment – Automatic Status When Required In Lease Agreement With You coverage is further limited as follows:
 - 1. The additional insured is covered only for such sums that such additional insured is legally obligated to pay as damages under tort law principles to the injured party because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies, and in accordance with the stated policy limits, exclusions, limitations and conditions except as expressly modified by this Blanket Additional Insured Lessor Of Leased Equipment Automatic Status When Required In Lease Agreement With You endorsement.
 - 2. The limits of insurance are those set forth in the policy Declarations or those specified in the written contract or agreement referenced in Section A. above, whichever is less.

E. Other Insurance

- 1. If specifically required by the written contract or agreement referenced in Paragraph A. above, any coverage provided by this coverage to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the written contract does not require this coverage to be primary and the additional insured's coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.
- 2. Even if the requirements of paragraph E.1. are met establishing this coverage as primary and the additional insured's coverage as being non-contributory, this coverage will be excess over any other insurance available to the additional insured which is conferred onto said person or organization by a separate additional insured endorsement.

BLANKET ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

- A. SECTION II Who Is An Insured is amended to include as an insured any manager or lessor of premises leased to you, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you pursuant to a "written contract" that requires that such manager or lessor be added as an additional insured on your policy.
- B. This insurance for such manager or lessor additional insured does not apply to:
 - 1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
 - 2. Structural alterations, new construction or demolition operations performed by or for the additional insured.
 - **3.** Any "occurrence" giving rise to the additional insured's potential liability which begins before "the written contract" is executed by all parties to the "written contract".
 - **4.** Liability of an additional insured for "bodily injury", "property damage" and "personal and advertising injury" unless such "bodily injury", "property damage" and "personal and advertising injury" is caused, in whole or in part, by acts or omissions of the Named Insured or those acting on behalf of the Named Insured.
 - 5. The additional insured's obligation to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the additional insured would have in the absence of the contract or agreement.
- C. The insurance provided to such manager and lessor additional insured by this Blanket Additional Insured Managers Or Lessors Of Premises coverage is further limited as follows:
 - 1. The manager or lessor insured is covered only for such sums that such additional insured is legally obligated to pay as damages under tort law principles to the injured party because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies, and in accordance with the stated policy limits, exclusions, limitations and conditions except as expressly modified by this Blanket Additional Insured Managers Or Lessors Of Premises coverage.
 - 2. The limits of insurance are those set forth in the policy Declarations or those specified in the "written contract", whichever is less.
- **D.** For the purpose of this coverage only, the term "written contract" means a written contract or agreement between you and the additional insured which specifies the terms and conditions governing your lease of the premises and which requires that such person or organization be added as an additional insured on your policy.

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E. Other Insurance

- 1. If specifically required by the "written contract", any coverage provided by this additional insured coverage to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the written contract does not require this coverage to be primary and the additional insured's coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.
- 2. Even if the requirements of paragraph E.1. are met establishing this coverage as primary and the additional insured's coverage as being non-contributory, this coverage will be excess over any other insurance available to the additional insured which is conferred onto said person or organization by a separate additional insured endorsement.

6. BLANKET ADDITIONAL INSURED - PERMITS

- A. Section II Who Is An Insured is amended to include as an additional insured the federal government or any state or municipality or any political sub-division or governmental agency thereof, when you and such entity, subdivision or agency have agreed in writing in a contract or agreement that such entity, subdivision or agency be added as an additional insured on your policy, but only with respect to "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you for on-going operations being performed by you or on your behalf for which the federal government or any state or municipality or any political subdivision or governmental agency thereof has issued a permit or authorization.
- **B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply: This insurance does not apply to:
 - 1. Any "occurrence" which takes place before the effective date of the permit;
 - 2. Any "occurrence" which takes place after the permit or authorization expires, or the end of the policy period, whichever occurs first;
 - 3. "Bodily injury", "property damage" or "personal and advertising injury" arising out of on-going operations being performed for the federal government, or any state or municipality or any political subdivision or governmental agency;
 - 4. "Bodily injury" or "property damage" included within the "products-completed operations hazard";
 - 5. "Bodily injury", "property damage" or "personal and advertising injury" on account of which the additional insured is obligated to pay damages by reason of the additional insured's assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the additional insured would have in the absence of the contract or agreement.
- C. The insurance provided to such additional insured by this Blanket Additional Insured Permit coverage is further limited as follows:
 - 1. The additional insured is covered only for such sums that such additional insured is legally obligated to pay as damages under tort law principles to the injured party because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies, and in accordance with the stated policy limits, exclusions, limitations and conditions except as expressly modified by this Blanket Additional Insured Permits coverage.
 - 2. The limits of insurance are those set forth in the policy Declarations or in the written contract or agreement referenced in paragraph A. above or those specified in the permit or authorization referenced in paragraph A. above, whichever is less.

D. Other Insurance

- 1. If specifically required by the permit or authorization referenced in paragraph A. above or by the written contract or agreement referenced in paragraph A. above, any coverage provided by this coverage to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the permit or authorization does not require this coverage to be primary and the additional insured's coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.
- 2. Even if the requirements of paragraph D.1. are met establishing this coverage as primary and the additional insured's coverage as being non-contributory, this coverage will be excess over any other insurance available to the additional insured which is conferred onto said person or organization by a separate additional insured endorsement.

7. "BORROWED EQUIPMENT" PROPERTY DAMAGE LIABILITY

Paragraphs (3) and (4) of Exclusion j. of Section I – Coverage A do not apply to "property damage" to "borrowed equipment".

The limit of insurance for "borrowed equipment" coverage provided by this section **7.** is \$5,000 for any one "occurrence" and \$10,000 annual aggregate and is subject to a \$250 deductible or the property damage deductible shown on the declarations, whichever is greater.

For purposes of this paragraph, "borrowed equipment" is equipment which is temporarily in your care, custody and control with the consent of the owner and does not include equipment that is leased to you under a lease agreement.

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The annual aggregate limit applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless that policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the aggregate limit.

Any and all damages paid under the terms and conditions of this "Borrowed Equipment" Property Damage Liability coverage will further be applied against and will reduce the General Aggregate Limit of Insurance shown on the Declarations page, as provided in the Commercial General Liability Coverage Part in the same manner and in addition to all other coverages of the Commercial General Liability Coverage Part that are also subject to the General Aggregate Limit.

The following is added to Section IV, Condition 4. Other Insurance, paragraph b. Excess Insurance:

This "borrowed equipment" insurance is excess over any other valid and collectible property insurance (including any deductible) whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or any other basis that would also apply to loss covered under this provision.

8. DAMAGE TO PREMISES RENTED TO YOU COVERAGE

- a. The last paragraph of Section I Coverage A (after the exclusions) is replaced by the following:
 Exclusions c. through n. do not apply to "property damage" to premises rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in Section III Limits of Insurance. This limit will apply to all damage proximately caused by the same event.
- b. The first full paragraph immediately following exclusion j.(6) under j. Damage to Property of 2. Exclusions under Coverage A of Section I is deleted in its entirety.
- c. Paragraph 6. under Section III Limits of Insurance is deleted in its entirety and replaced with the following:
 - **6.** Subject to Paragraph **5.** above, the Damage to Premises Rented to You Limit is the most we will pay under **Coverage A** for damages because of "property damage" to any one premises, including the contents of such premises, while rented to you or temporarily occupied by you with permission of the owner.
- d. The Damage to Premises Rented to You Limit in paragraph 6. of Section III Limits of Insurance is the greater of \$500,000 or the amount shown in the Declarations for the Damage to Premises Rented to You Limit and is the most we will pay, subject to paragraph 5. of Section III Limits of Insurance, under Coverage A for damages because of "property damage" to any one premises, including the contents of such premises while rented to you or temporarily occupied by you with permission of the owner.

9. ELEVATOR PROPERTY DAMAGE LIABILITY

Paragraph (6) of exclusion j. of Section I – Coverage A does not apply to the use of elevators.

The limit of insurance for Elevators Coverage provided by this section 9 is \$5,000 any one occurrence and \$10,000 annual aggregate and is subject to a \$250 deductible or the property damage deductible shown on the declarations, whichever is greater.

The aggregate limit applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless that policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the aggregate limit.

The following is added to Section IV, Condition 4. Other Insurance, paragraph b. Excess Insurance:

This Elevator property damage liability insurance is excess over any other valid and collectible property insurance (including any deductible) whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or any other basis that would also apply to loss covered under this provision.

10.EXPECTED OR INTENDED INJURY

Exclusion a. of Section I – Coverage A is replaced by the following:

a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured.

This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

11.INCIDENTAL MEDICAL MALPRACTICE LIABILITY

- a. Paragraph 2.a.(1)d. of Section II Who Is An Insured does not apply to nurses, emergency medical technicians or paramedics employed by you arising out of his or her providing or failing to provide professional health care services, but only if such healthcare services are within the scope of their employment by you or are related to or arise out of the conduct of your business.
- **b.** This coverage does not apply if you are engaged in the business or occupation of providing professional health care services.

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12.INSURED CONTRACT

Paragraph 9. of Section V – Definitions is replaced by the following:

- 9. "Insured contract" means:
 - **a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage to premises, or the contents thereof, while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - **b.** A sidetrack agreement;
 - c. Any easement or license agreement;
 - **d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e. An elevator maintenance agreement;
 - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

13.KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

- A. The requirement in Section IV CONDITIONS, Paragraph 2.a. Duties in the Event of Occurrence, Offense, Claim or Suit that you must see to it that we are notified of an "occurrence" or offense will not be considered breached unless the breach occurs after the "occurrence" or offense is known to:
 - 1. You, or your spouse, if you are an individual;
 - 2. You, an "executive officer", director, or stockholder, if you are a corporation;
 - **3.** A partner, member, or their spouses if you are a partnership or joint venture;
 - 4. You, a member, or your managers, if you are a limited liability company;
 - **5.** You, or a trustee, if you are a trust;
 - **6.** An "employee" who is either designated by you to give such notice of an "occurrence" or offense (such as an insurance, loss control or risk manager or administrator) or a manager or supervisor responsible for the operation or oversight of a department, crew, business unit or division.
- B. The requirement in Section IV CONDITIONS, Paragraph 2.b. Duties in the Event of Occurrence, Offense, Claim or Suit that you must see to it that we receive notice of a claim or "suit" will not be considered breached unless the breach occurs after such claim or "suit" is known to:
 - 1. You, or your spouse, if you are an individual;
 - 2. You, an "executive officer", director, or stockholder, if you are a corporation;
 - 3. A partner, member, or their spouses if you are a partnership or joint venture;
 - 4. You, a member, or your managers, if you are a limited liability company;
 - **5.** You, or a trustee, if you are a trust;
 - **6.** An "employee" who is either designated by you to give such notice of an "occurrence" or offense (such as an insurance, loss control or risk manager or administrator) or a manager or supervisor responsible for the operation or oversight of a department, crew, business unit or division.
- C. Knowledge by any other "employee" of an "occurrence", offense, claim or "suit" does not imply that you also have such knowledge unless and until such time as any person listed in A. or B. above would reasonably be expected to have obtained knowledge of such "occurrence", offense, claim or "suit" through the exercise of reasonable diligence.

14.LIBERALIZATION

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

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15.MEDICAL PAYMENTS

If Coverage C – Medical Payments Coverage is not otherwise excluded from the Commercial General Liability Coverage Form, the Medical Expense Limit is changed, subject to all the terms of Section III – Limits of Insurance, to the greater of:

- a. \$15,000; or
- b. The Medical Expense limit shown in the declarations of the Commercial General Liability Coverage Form.

16.MENTAL ANGUISH - BODILY INJURY REDEFINED

The definition of "bodily injury" in **Section V – Definitions** is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from any of these at any time.

17. MOBILE EQUIPMENT REDEFINED

Under Section V – Definitions, Item 12, Paragraph f.(1)(a), (b) and (c) does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

18. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

- a. In paragraph 3.a. of Section II Who Is An Insured, 90th day is changed to 180th day.
- **b.** This provision does not apply if coverage for newly formed or acquired organizations is excluded either by the provisions of the Commercial General Liability Coverage Form or by any applicable endorsement.

19. NON-DUPLICATION OF BENEFITS

No one will be entitled to receive duplicate payments for the same elements of loss under any of the coverages provided by the Commercial General Liability Coverage form, this endorsement, or any other applicable endorsement.

20.NON-OWNED AIRCRAFT

Exclusion g. of Section I - Coverage A does not apply to an aircraft provided:

- (a) It is hired, chartered or loaned with a paid crew;
- (b) It is not owned by an insured;
- (c) The pilot in command holds a currently effective license for the particular aircraft being flown, issued by the duly constituted authority of the United States of America or Canada, designating her or him a commercial airline pilot; and
- (d) It is not being used by the insured to carry persons or property for a charge.

The following is added to Section IV, Condition 4. Other Insurance, paragraph b. Excess Insurance:

This Non-owned Aircraft insurance is excess over any other valid and collectible property insurance whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or any other basis that would also apply to loss covered under this provision.

21.NON-OWNED WATERCRAFT

Paragraph (2) of Exclusion g. of Section I – Coverage A is deleted and replaced with the following:

- (2) A watercraft you do not own that is:
 - a. Less than 51 feet long; and
 - b. Not being used by the insured to carry persons or property for a charge.

22.PERSONAL INJURY - BROAD FORM

- a. Paragraph 14.b. of Section V Definitions is replaced by the following:
 - b. Malicious prosecution or abuse of process;
- b. Definition 14 of Section V Definitions is amended by the addition of the following:
 - **h.** Wrongful discrimination or humiliation that results in injury to the feeling or reputation of a natural person, but only if such discrimination or humiliation is:
 - (1) Not the result of acts or omissions of:
 - (a) The insured;
 - (b) Any executive officer, director, stockholder, partner or member of the insured; or
 - (c) Anyone acting at the direction of anyone listed in (a) and (b) above done with the intent or the reasonable expectation that such acts or omissions will result in wrongful discrimination or humiliation to another person; and
 - (2) Not directly or indirectly related to employment related practices, or the prospective employment or termination of employment or demotion of any person or person(s) by an insured.

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c. Paragraphs a. and b. above do not apply if Coverage B Personal and Advertising Injury Liability is excluded either by the provision of the Commercial General Liability Coverage form or by endorsement.

23.SUPPLEMENTARY PAYMENTS

Paragraphs b. and d. of Supplementary Payments - Section I Coverage A and B are replaced by the following:

- **b.** Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the "bodily injury" coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

24.UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

The following is added under paragraph 6. of Section IV - CONDITIONS:

d. Your failure to disclose all hazards existing as of the inception date of the policy shall not in itself prejudice the coverage otherwise afforded by this policy, provided such failure to disclose all hazards is not intentional.

25. VOLUNTARY PROPERTY DAMAGE

A. INSURING AGREEMENT

Under SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE of the COMMERCIAL GENERAL LIABILITY COVERAGE PART, we will pay, at your request, without regard to liability, for "property damage" to the property of others provided:

- 1. Such "property damage" occurs while such property is in your care, custody or control, or property of others over which you are, for any purpose, exercising physical control; and
- 2. Such "property damage" arises out of "your work" away from premises owned by, rented to, or occupied by you.

B. ADDITIONAL CONDITIONS

The insurance afforded by paragraph **A. INSURING AGREEMENT** of this endorsement is subject to the following additional terms and conditions:

- 1. Subject to a \$50,000 Annual Aggregate, the most we will pay for Voluntary Property Damage because of "property damage", to which the coverage provided by this Voluntary Property Damage coverage applies, arising out of any one "occurrence" is a \$25,000 "Occurrence" Limit regardless of the number of:
 - a. Insureds:
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".

The "Occurrence" Limit is included within and is not in addition to the Each Occurrence Limit applicable to COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY of the COMMERCIAL GENERAL LIABILITY COVERAGE PART.

- 2. The Annual Aggregate of this Voluntary Party Damage coverage is the most we will pay for all "property damage" to which the Voluntary Property Damage coverage provided by this endorsement applies.
- 3. The Annual Aggregate applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Annual Aggregate.
- 4. Any and all damages paid under the terms and conditions of this Voluntary Property Damage coverage will further be applied against and will reduce the General Aggregate Limit of Insurance shown on the Declarations page, as provided in the Commercial General Liability Coverage Part in the same manner and in addition to all other coverages of the Commercial General Liability Coverage Part that are also subject to the General Aggregate Limit.
- 5. Our obligation under this endorsement to pay damages on your behalf applies only to the amount of damages in excess of \$500. The deductible amount applies to all damages because of "property damage" as the result of any one "occurrence" regardless of the number of persons or organizations who sustain damages because of that "occurrence".
 - a. The terms of this insurance, including those with respect to:
 - (1) Our right and duty to defend any "suits" seeking those damages; and
 - (2) Your duties in the event of any "occurrence", claim or "suit";
 - apply irrespective of the application of the deductible amount.
 - **b.** We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

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- 6. Settlement In the event of loss covered by this Voluntary Property Damage coverage, you shall, if requested by us, replace the property or furnish the labor and materials necessary for the repairs thereto at actual cost to you, excluding prospective profit or overhead charges of any nature. Any property so paid for or replaced shall, at our option, become our property. Payment hereunder shall not constitute an admission of your liability or, except as stated herein, of ours.
- 7. The insurance provided by this coverage is excess over any valid and collectible property insurance (except the deductible portion thereof) available to the insured, such as, but not limited to, Building coverage, Personal Property coverage, Builder's Risk coverage, Installation Risk coverage, or similar coverage. The Other Insurance Condition of your policy is amended accordingly.

C. EXCLUSIONS

Solely for the purposes of the insurance afforded by this endorsement, Paragraph 2. EXCLUSIONS of SECTION I – COVERAGE, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY is amended as follows:

- 1. Subparagraphs (3), (4) and (5) of Exclusion j. Damage to Property do not apply to the extent that coverage is provided by Paragraph A. INSURING AGREEMENT of this coverage.
- 2. The following exclusions are added:

The insurance provided by this coverage does not apply to "property damage":

- a. To personal property held by you for servicing, repair, storage or sale at premises owned by, rented to or occupied by you.
- b. To any property if the work out of which the damage arises was performed on your behalf by a subcontractor.
- c. To property owned by, or rented by, an insured or any "employee" of the insured.
- d. To property that is money and securities.
- e. Included within the "explosion hazard", the "collapse hazard", or the "underground property damage hazard", unless such coverage is provided by the policy to which this endorsement is attached.

All other Exclusions, Terms and Conditions of the Policy to which this Voluntary Property Damage coverage is attached continue to apply.

D. DEFINITIONS

The following additional definitions apply:

"Explosion hazard" includes property damage arising out of blasting or explosion. The "explosion hazard" does not include "property damage" arising out of the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment.

"Collapse hazard" includes "structural property damage" and any resulting "property damage" to any other property at any time.

"Structural property damage" means the collapse of or structural injury to any building or structure due to:

- (a) grading of land, excavating, burrowing, filling, back-filling, tunneling, pile driving, cofferdam work or caisson work; or
- (b) moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support of that building or structure.

"Underground property damage hazard" includes "underground property damage" and any resulting "property damage" to any other property at any time.

"Underground property damage" means property damage to wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus used with them beneath the surface of the ground or water, caused by or occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, burrowing, filling, back-filling or pile driving.

26. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization for whom 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 anyone not named in the agreement.

This provision does not apply to any written contact formed or executed after performance has begun.

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13

(Ed. 4-84)

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 policy. 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 anyone not named in the Schedule.

Schedule

Name of Person: Blanket Organization Name: Blanket

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 01/01/2022 Insured Robinson Engineering LTD

Policy No. WC0000004886BU Endorsement No.

Premium Included

Insurance Company Countersigned by____
Harleysville Worcester Insurance Company

WC 00 03 13 (Ed. 4-84)



Date: September 14, 2022

To: Pat Carr, Village Manager

Hannah Lipman, Assistant Village Manager

From: Terry Lusby, Jr., Facilities & Fleet Superintendent

Subject: Public Safety Building Data Center Relocation Project

Presented at the Committee of the Whole and Village Board meetings for consideration and possible action:

Background:

This relocation project will consist of approximately 1090 SF of Interior renovations for the addition of a new upgraded Data Center in the Public Safety Building. Project also includes reworking of the existing telephone and data systems along with extensive additions of new telephone /data infrastructure.

Description:

This construction contract was advertised in accordance with state bidding laws and the project was separated into five (5) bid packages:

- 1. General Trades
- 2. Plumbing
- 3. Fire Protection
- 4. HVAC
- 5. Electrical

Two (2) of the firms provided a Turnkey bid for all bid packages. After reviewing the individual bids, it was determined that the best solution would be to select the turnkey method. All the bids were received and read publicly on September 7th, 2022, at 10:31AM by the Deputy Clerk with the Facilities Superintendent and Cordogan Clark and received as follows:

Bid Package	RC Wegman	Krause Construction	Fitzgerald Electric	Construction Solutions	Construction Inc.
General Trades	\$122,589	\$99,087		\$148,723	\$145,000
Plumbing	\$6,950			\$7,000	
Fire Protection	\$72,163			\$52,000	
HVAC	\$84,500			\$80,000	
Electrical	\$238,698		\$420,900	\$325,000	\$284,000
Alternate #1	\$19,000	\$14,185	\$5,000	\$21,700	\$20,000
Total w/ Alternate	\$543,900	\$113,272	\$425,900	\$634,423	\$449,000



Budget / Finance:

Funding is available in the approved FY23 Capital Project Budget.

Budget Available	\$1,225,000
Lowest Responsible Bidder	\$543,900
Requested Contingency	\$ <u>150,000</u>

Difference (Under Budget) \$531,100

Due to the fact that the building is over 50 years old, there will be some unforeseen conditions. Therefore, management is requesting Board approval to set aside \$150,000 for a general contingency allowance to address various items as they may arise.

Staff Direction Request:

- 1. Approve service contract with RC Wegman, of Aurora, IL for Public Safety Building Data Center Relocation Project in the estimated amount of \$543,900.
- 2. Approve a contract contingency allowance of \$150,000 for unforeseen field conditions.
- 3. Direct staff as necessary.

Attachment:

- 1. Cordogan Clark concurring letter of recommendation.
- 2. Tabulation of bids spreadsheet.





September 9, 2022

Mr. John Urbanski Mr. Terry Lusby Village of Tinley Park 16250 Oak Park Avenue Tinley Park, IL 60477

RE: DATA CENTER BID RECOMMENDATIONS

Dear John and Terry:

The Tinley Park Data Center Renovation project was put out to bid on July 29th, 2022, utilizing the QuestCDN publishing site. The Quest project number is #8262944. On August 16th, 2022, we had an internal review meeting with Terry Lusby and John Urbanski and myself to review logistics of the project, background checks for subcontractors, and finalizing scope. On August 18th, 2022, we had a non-mandatory Pre-Bid meeting to walk the site with interested subcontractors. There were twenty-three (23) different firms that attended the pre-bid meeting.

We separated the project into five (5) bid packages:

- a. General Trades
- b. Plumbing
- c. Fire Protection
- d. HVAC
- e. Electrical

After the Pre-Bid meeting we extended the bid date to September 7th, 2022, to accommodate RFI requests. We also wanted to accommodate requests from firms that wanted to bid the entire project Turnkey as General Contractors. On Addendum #1 we provided the flexibility to firms to submit a bid for the entire package.

On September 7th, 2022, at 10:00 AM, the bids were read aloud with the below results:

BID PACKAGE	RC Wegman	Krause Construction	Fitzgerald Electric	Construction Solutions, Inc.	Construction,
General Trades	\$122,589	\$99,087		\$148,723	\$145,000
Plumbing	\$6,950			\$7,000	
Fire Protection	\$72,163			\$52,000	
HVAC	\$84,500		<u> </u>	\$80,000	
Electrical	\$238,698		\$420,900	\$325,000	\$284,000
Alternate #1	\$19,000	\$14,185	\$5,000	\$21,700	\$20,000
Total w/Alternate	\$543,900	\$113,272	\$425,900	\$ 634,423	\$449,000

At the bid opening, we verified the contractors included a bid bond in the amount of 10% of their bid, an AIA 305 Qualification statement and acknowledge receipt of the following Addenda:

Addendum #1: August 16, 2022
Addendum #2: August 23, 2022
Addendum #3 September 6, 2022
Addendum #4: September 6, 2022

We proceeded to do a project scope review with the Companies noted above and they all acknowledged full understanding and acceptance of the terms and conditions and executed our scope review sheets. We also reviewed their qualification statement and references and are satisfied that they meet our recommended standards.

Two (2) of the firms provided a Turnkey bid for all the bid Packages. After reviewing the individual bids, we determined that the best solution would be to go with the turnkey approach.

RC Wegman was the apparent low bidder for the Turn-Key package and we conducted a thorough Scope review with them on September 8th, 2022, which included the following items:

- a. Included all Addenda
- b. Included background check requirements
- c. Confirmed the 911 requirements for cutting and coring
- d. Confirmed Fire Protection requirements
- e. Confirmed the Electrical and data extension in depth and confirmed they included everything from Tinley Park's IT consultant Mr. Max Machuta
- f. Confirmed the finishes will match existing
- g. Confirmed workforce and schedule

Cordogan Clark (CC) is recommends **R.C. Wegman Construction Company** as the General Contractor for the project:

 1. Base Bid:
 \$524,900.00

 2. Alternate #1
 \$19,000.00

Total R.C. Wegman Contract \$543,900.00

The Cordogan Clark project estimate for the hard cost of the project done in February 2022 was \$544,462.00. The project as bid and recommended is \$562.00 under the estimate. The project will also have a general contingency for the work that Cordogan Clark (CC) will manage as needed to account for items that may arise on the project as noted in the CC Contract. We recommend that a sum of \$97,000,00 be set aside for this use.

Thank you for this opportunity to serve Tinley Park on this critical project. Should you require any additional information or clarifications, please do not hesitate to contact me.

Respectfully submitted,

Cordogan Clark

Ragu Sada Construction Executive



Date: September 14, 2022

To: Pat Carr, Village Manager

Hannah Lipman, Assistant Village Manager

From: Terry Lusby, Jr., Facilities & Fleet Superintendent

Subject: Streetlight Pole Painting Project (Oak Park Ave.) Year 1 of 3

Presented at the Committee of the Whole and Village Board meetings for consideration and possible action:

Description:

This construction contract was advertised in accordance with state bidding laws and Five (5) bids were received and read publicly on August 25th, 2022, at 10:01AM by the Deputy Clerk with the Facilities Superintendent and Christopher B. Burke Engineering present and received as follows:

Contractor:	As Read & Calculated Bid:
Lankford Construction, Tinle	ey, IL \$9,135
Vertison Velocity, Chicago, I	L \$11,871
Cryder Enterprises, Minooka	a, IL \$12,850
Tecorp, Inc., Joliet, IL	\$42,240
Era-Valdivoa, Chicago, IL	\$43,800

Budget / Finance:

Funding is available in the approved FY23 Capital Projects Budget.

Budget Available	\$40,000
Lowest Responsible Bidder	<u>\$12,850</u>
Difference (Under Budget)	\$27,150

Cryder Enterprises is the recommended contractor for this project due to the following:

- Lankford Construction was not aware of the \$5,000 contingency allowance and didn't reflect this in their bid price therefore they requested that their bid not be considered for award.
- Vertison Velocity was unresponsive when asked to provide past work experience.

Due to the available budget versus the number of streetlight poles needing to be repainted and the lowest responsible bid, management is requesting Board approval to increase the schedule of work to 36 streetlight poles for this phase at an overall cost of \$30,600.

Staff Direction Request:

- 1. Approve service contract with Cryder Enterprises, of Minooka, IL for the Streetlight Pole Paining Project (Oak Park Ave.) in the estimated amount of \$30,600.
- 2. Direct staff as necessary.

Attachment:

- 1. Christopher B. Burke Engineering concurring letter of recommendation.
- 2. Tabulation of bids spreadsheet.





CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

August 31, 2022

Village of Tinley Park 16250 Oak Park Ave. Tinley Park, IL 60477

Attention:

Mr. Terry Lusby

Fleet & Facilities Superintendent

Subject:

Painting of the Oak Park Avenue Pedestrian Light Poles

Village of Tinley Park

Evaluation of Bid Proposals

(CBBEL Project No. 160373.00032)

Dear Mr. Lusby:

Five bids for the Painting of the Oak Park Avenue Pedestrian Light Poles Project were received and opened at Village Hall on August 25, 2022 at 10:00 a.m. Christopher B. Burke Engineering, Ltd.'s (CBBEL's) evaluation of the Bid Proposals is contained herein.

EVALUATION OF BID PROPOSALS

The Base Bid proposals range from \$9,135.00 to \$43,800.00 as shown in the Table below.

Contractor	Base Bid				
Lankford Construction	\$9,135.00*				
Vertison Velocity	\$11,871.90				
Cryder Enterprises	\$12,850.00				
Tecorp, Inc.	\$42,240.00				
Era-Valdivia	\$43,800.00				
Engineer's Estimate	\$35,004.00				

^{*} Did not include a contingency allowance in the bid price.

General Comments

- All Bidders provided the required Bid Bonds and acknowledged all addendums.
- None of the Contractors had any math errors in the summations of their Bid Pricing as is reflected in the Bid Tabulation.
- Lankford Construction was not aware of the \$5,000 contingency allowance and didn't reflect this in their bid price therefore they requested that their bid not be considered for award.
- Vertison Velocity was unresponsive when asked to provide past work experience.

RECOMMENDATIONS

Based on the above, the reference checks CBBEL performed for previous performance and the past projects, CBBEL recommends that a contract be awarded to the lowest responsive bidder, Cryder Enterprises for a total Base Bid amount of \$12,850.00 which includes all Base Bid items listed in the attached Bid Tabulation.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Gerry Hennelly

Senior Project Manager

Mechanical/Electrical Engineering Dept.

GAH/pjb

Encl.: As Noted

Cc: Alex Schaefer, CBBEL

John Urbanski, Village of Tinley Park

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BID TABULATON - PAINTING OF THE OAK PARK AVE. PEDESTRIAN LIGHT POLES Village of Tinley Park
Bid Opening: August 25, 2022
(CBBEL Project No. 160373.00032)

		ENGINEER'S ESTIMATE		LANKFORD CONSTRUCTION		VERTISON VELOCITY		CRYDER ENTERPRISES		TECORP		ERA VALDIVIA			
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Landscape Restoration	SQ YD	120	\$ 4.20	\$ 504.00	\$ -	\$ -	\$ 1.00	\$ 120.00	\$ 0.83	\$ 100.00	\$ 2.00	\$ 240.00	\$ 20.00	\$ 2,400.00
2	Painting Existing Ornamental Pedestrian Type Light Poles	EACH	15	\$ 2,300.00	\$ 34,500.00	\$ 609.00	\$ 9,135.00	\$ 783.46	\$ 11,751.90	\$ 850.00	\$ 12,750.00	\$ 2,800.00	\$ 42,000.00	\$ 2,760.00	\$ 41,400.00
			TOTAL BID		\$ 35,004.00		\$ 9,135.00		\$ 11,871.90		\$ 12,850.00	riurie zii	\$ 42,240.00	die . eev es	\$ 43,800.00

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PUBLIC COMMENT

ADJOURNMENT