

**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 Tuesday, December 20, 2022, beginning at 6:00 p.m. in Council Chambers, located in the Tinley Park Village Hall, 16250 South Oak Park Avenue, Tinley Park, Illinois 60477.

THE AGENDA IS AS FOLLOWS:

1. CALL MEETING TO ORDER.
2. ROLL CALL.
3. CONSIDER APPROVAL OF THE MINUTES OF THE COMMITTEE OF THE WHOLE MEETING HELD ON DECEMBER 6, 2022.
4. CONSIDER VILLAGE CODE AMENDMENT – LICENSING COMMITTEE.
5. CONSIDER AMENDING THE ORDINANCE FOR PAY SCALES AND FRINGE BENEFITS ESTABLISHED FOR THE FISCAL YEAR ENDING APRIL 30, 2023.
6. CONSIDER CERTAIN VACATION BENEFITS AMENDMENTS.
7. CONSIDER CONTRACT WITH AT&T FOR SECONDARY INTERNET SERVICES.
8. CONSIDER CONTRACT WITH AIRY’S INC. FOR THE LAGRANGE ROAD WATER MAIN EXTENSION AWARD.
9. CONSIDER A JURISDICTIONAL TRANSFER WITH COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAYS FOR THE 175<sup>TH</sup> STREET RECONSTRUCTION PROJECT.
10. CONSIDER PROFESSIONAL SERVICES AGREEMENT WITH CHRISTOPHER B. BURKE ENGINEERING LTD. FOR THE HELIPAD IMPROVEMENTS – DRY UTILITY COORDINATION SUPPLEMENT #1.
11. RECEIVE COMMENTS FROM THE PUBLIC.

ADJOURNMENT

NANCY M. O’CONNOR, VILLAGE CLERK

**ROLL**

**CALL**

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

**Item #1** - 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:            H. Lipman, Assistant Village Manager  
                                 M. Walsh, Police Chief  
                                 B. Bettenhausen, Financial and Administrative Consultant  
                                 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 NOVEMBER 15, 2022** – Motion was made by Trustee Mahoney, seconded by Trustee Brady to approve the minutes of the Committee of the Whole meeting held on November 15, 2022. President Pro Tem Mueller asked if members of the Committee had any questions. There were none. 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 – REVIEW MID-YEAR BUDGET FOR FISCAL YEAR 2023** – A general overview of FY23 was provided. The General Fund has a shortfall of approximately \$5mil. This is largely due to the delayed Cook County Property Tax bills and should self-correct upon disbursement from the County.

Municipal sales, Home Rule, Income, Motor Fuel, and Hotel tax updates were provided in addition to Commuter Parking and Video Gaming revenue updates.

A mid-year personnel request was made for a Network and Security Administrator for the IT Department. While this position was not budgeted for in FY23, funds are available as the IT Department hired only one (1) of the two (2) desktop technicians budgeted for.

Trustee Galante asked who is currently handling this role and what those costs were. Anthony Ardolino, Information Technology Director, explained that while some of the tasks were handled by existing staff, most of the responsibilities are outsourced to third parties. As such, professional services can be line itemed but disseminating their roles in various projects is harder to break down. This new position will be responsible for the functionality and security of the network and all Village devices and will provide a high level of understating of the network. Hannah Lipman, Assistant Village Manager, noted the total cost included employee benefits.

Trustee Brennan asked if this position will potentially eliminate the reliance on third-party vendors. Mr. Ardolino replied while it will not eliminate the need for third-party vendors, it will be greatly reduced.

Trustee Sullivan asked why the second desktop technician position was not filled. Mr. Ardolino explained the second technician was not needed as the initial hire is managing the workload and is doing an exceptional job.

President Pro Tem Mueller feels that having someone who understands the system holistically is important. He fully supports this request; all Trustees concurred.

An update on the 2021 Bond Issue was provided noting the funds are being used for projects including the booster station and watermain projects.

Most projects using American Rescue Plan Act of 2021 (ARPA) and Federal Emergency Management Agency (FEMA) funds, are in progress or completed. There are a few projects that may carry over into FY24 with requests for additional monies.

The FY24 budget process has started with departments submitting budgets to Finance for review.

President Pro Tem Mueller asked if members of the Committee had any questions regarding General Finances. There were none.

**Item #5 – CONSIDER REVIEW OF TAX LEVY** – Staff presented the 2022 tax levy and began initial discussions with the Village Board at the November 15<sup>th</sup> Committee of the Whole. To support the general fund against the rising cost of inflation and other needs to continue to support operations at a high level for residents, staff recommended 4.5% at the last meeting. The Board directed staff to provide other options not quite as high. The following options were provided:

Percent Increase	Dollar Amount Increase	Average increase over prior year to household*
2%	\$474,746	\$20.64
3%	\$712,119	\$30.96
4%	\$949,492	\$41.28

*\*Example of potential financial impact, actual increase may vary.*

It was noted the Tinley Park Library is levying 3% and other communities are levying 5% and some as much as 7%. While Tinley Park, as a larger community has different needs, this was provided to show that the overall the levy is trending higher this year for other communities, not just Tinley Park.

President Pro Tem Mueller stated he was comfortable with a 3% increase. All Trustees concurred.

Motion was made by Trustee Sullivan, seconded by Trustee Mahoney to recommend the Tax Levy of 3% 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 CLASS A LIQUOR LICENSE FOR PEPE’S MEXICAN RESTAURANT, 6911 159<sup>TH</sup> STREET** – A reclassification of Pepe’s Mexican Restaurant’s liquor license, from Class AV (Bar/Video Gaming) to Class A (Bar), is being sought as the establishment no longer features video gaming.

Trustee Brady asked why the terminals were removed. Ms. Lipman stated there was a change in ownership.

Motion was made by Trustee Mueller, seconded by Trustee Brady to recommend a Class A liquor license for Pepe’s Mexican Restaurant, 6911 159<sup>th</sup> Street 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 2023 VILLAGE BOARD AND COMMITTEE OF THE WHOLE MEETING SCHEDULES** – The proposed 2023 regular meeting schedules for the Village Board (VB) and Committee of the Whole (COW) meetings were presented. COW meetings will be held on the first and third Tuesdays of each month at 6:00 p.m, and VB meetings will be held on the first and third Tuesdays of each month beginning at 6:30 p.m. Notice of the 2023 VB and COW meetings will be published in the Southtown Newspaper upon approval of these schedules. It was noted the April 4 (Election Day), and July 4 (Independence Day) meetings are not included in the regular schedule.

President Glotz recommended January 3, 2023, COW and VB meetings be cancelled. All Trustees concurred.

Motion was made by Trustee Brennan, seconded by Trustee Mahoney to recommend the 2023 Village Board and Committee of the Whole Meeting Schedules 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 AGREEMENT WITH THE TINLEY PARK DISTRICT FOR SALE OF VERMEER BRUSH CHIPPER** – The Village uses multiple methods to achieve the highest amount of compensation for its surplus vehicles/equipment. Most items are sold through public auctions, salvage and recycling companies, or trade-ins towards the purchase of new vehicles/equipment. \$13,750 was offered from Vermeer Midwest through the Village’s Sourcewell Contract (031721-VRM) for the chipper. The Tinley Park District has expressed interest in acquiring this piece of equipment at market value. Public Works management recommends the disposal of the Vermeer Brush Chipper to the Tinley Park District in lieu of a trade-in to Vermeer Midwest.

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 the Tinley Park District for the sale of Vermeer Brush Chipper 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 – CONSIDER CONTRACT WITH AIRY'S INC. FOR BOOSTER STATION CONSTRUCTION - WESTSIDE PRESSURE IMPROVEMENTS** – Construction of a booster station

and three (3) pressure sustaining valves (PSVs) is needed to improve the water pressure and available fire flow to the west portion of the Village. The booster station will be located approximately three hundred (300) feet west of Golden Pheasant Drive on the south side of 179<sup>th</sup> Street with the three (3) PSVs located on 171<sup>st</sup> Street, 175<sup>th</sup> Street, and 183<sup>rd</sup> Street. The booster station building will house two (2) 10hp normal flow pumps, two (2) 40hp high flow pumps, four (4) variable frequency drives (VFDs), a control panel, ancillary electrical equipment, and a 200kw emergency power diesel generator with an automatic transfer switch.

Public Works has determined, using the water system model, Supervisory control and data acquisition (SCADA) data, and institutional knowledge the west side of the Village has lower water pressure than other parts of town. The Village contracted Christopher Burke Engineering to design the booster station. A bid opening was held on November 29, 2022, at 10:00 am. The following bids were received:

<u>Contractor</u>	<u>Location</u>	<u>Bid</u>
Airy's Inc.	Joliet, IL	\$3,436,250.00
H. Linden and Sons	Plano, IL	\$3,583,300.00
Integral Construction	Romeoville, IL	\$3,636,950.15
Austin Tyler Construction	Elwood, IL	\$3,662,013.50
Engineer's Estimate		\$3,658,000.00

Budget Available      \$3,600,000  
 Contract Amount      \$3,436,250  
**Under Budget      \$ 163,750**

Funding in the amount of \$3,436,250 is available for use through the bond procured during FY2022 and was previously discussed with the Finance Department.

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 Brady to recommend a contract with Airy's Inc. for Booster Station Construction - Westside Pressure Improvements 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 #10 – CONSIDER ENGINEERING SERVICE AGREEMENT WITH ROBINSON ENGINEERING FOR KIMBERLY HEIGHTS PHASE II** – Robinson Engineering Ltd. (REL) has previously prepared a Master Drainage Improvement Plan for the Kimberly Heights Subdivision. This Engineering Service Agreement with Robinson Engineering is to prepare engineering plans and specifications, as well as bidding documents for Phase II which includes Beverly Avenue (167<sup>th</sup> Street to Gaynelle Road) and Patricia Avenue (167<sup>th</sup> Street. to 166<sup>th</sup> Street).

The estimated construction cost is approximately \$547,000.

Funding in the amount of \$1,500,000 was allocated to this project in the FY23 Budget (65-00-000-75310).

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 Mahoney to recommend an Engineering Service Agreement with Robinson Engineering for Kimberly Heights Phase II 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 #11 – CONSIDER CONTRACT WITH SITE DESIGN GROUP, LTD. FOR GENERAL LANDSCAPE ARCHITECTURE SERVICES** – Site Design Group Ltd. provides the Village with various Landscape Architect services. The previous service agreement with Site Design Group included outdated rates. Site Design Group has provided great service and continually exceeds expectations. The agreement includes rates effective January 1, 2023.

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 with Site Design Group, Ltd. for General Landscape Architecture 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 #12 – 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 Trustee Brennan, seconded by Trustee Sullivan, 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 6:38 p.m.



# Interoffice Memo

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**Date:** December 20, 2022

**To:** Village Board of Trustees

**From:** Anne Sortino, Management Analyst

**Cc:** Hannah Lipman, Assistant Village Manager

**Subject:** Licensing Committee Code Amendment

Due to some recent situations surrounding licensing, it became apparent that amendments were inadvertently made to the former 'Business License Committee' which would review matters relevant to business licensing. There were changes to the standing committee structure that caused the Licensing Committee to be removed from the Code. In order to clean up the code, we recommend amending the Village Code to reinstate the Licensing Committee with its assigned powers to participate in matters pertaining to Village issued licenses.





# Interoffice Memo

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**Date:** November 29, 2022

**To:** Pat Carr, Village Manager  
Hannah Lipman, Assistant Village Manager

**From:** Angela Arrigo, Human Resources Director

**Subject:** Pay Plan Updates – December 2022

A mid-year review of the current pay plan has been completed. Attached is the updated pay plan and a summary of the changes is listed below.

#### **Position Title Change(s)/Reclassification(s)**

Certain positions are being recommended for a title change and/or reclassification of pay grades. These positions include the following:

- **IT Department Position Title Changes**

In accordance with the recommended changes on the IT Roadmap, it is recommended that the pay plan is updated for the current position of Lead Computer Technician to be renamed Systems Administrator and the Computer Technician to be renamed Helpdesk Coordinator. Job duties for each position have been evaluated and updated job descriptions have been finalized. No impact to salary ranges.

- **Payroll Specialist Reclassification**

The fiscal year 2023 budget included approval for 2 Staff Accountant positions. One of these positions has been reclassified to a Payroll Specialist position. This position is being added to the pay plan. In conjunction with below finance position reclassification, net neutral budget impact.

- **HR Coordinator Reclassification**

The fiscal year 2023 budget included approval for 3 Senior Accountant positions. As a result of a staffing evaluation it was determined that only 2 positions were needed to support department operations. The third position was reclassified to the HR Coordinator position and added to the pay plan. No impact to budget. In conjunction with above finance position reclassification, net neutral budget impact.

- **Marketing Coordinator**

As a result of a staffing evaluation it was determined the the duties performed in the part-time Marketing Administrative Assistant position are better aligned with a part-time Marketing Coordinator job title. This position is being added to the pay plan. No impact to budget.

### **Position Removal(s)**

Certain positions are being recommended for removal from the pay plan. These positions include the following:

- **None**

### **Position Addition(s)**

Certain positions are being recommended for addition to the pay plan. Filling of new positions will be in line with budgetary approvals. These positions include the following:

- **Radio Technician**  
As a result of internal operations review, it has been determined that the addition of a Radio Technician position to support public works operations and replace contractual services would result in a substantial cost savings. This position would report directly to the Assistant Public Works Director.
- **Network and Security Administrator**  
During mid-year review the request to add the position of Network and Security Administrator was approved. This position is being added to the pay plan and will report to the IT Director.
- **Van Driver**  
With anticipated changes to vehicles for senior programming, the position of Van Driver will be required. This position will be added to the pay plan and filled based on overall budgeted driver positions for fiscal year 2023.

Additionally, minor updates were made to standardize position titles and/or salary grade coding.

### **Pay Schedules**

There are 4 pay schedules as noted below, all the changes described above are applicable to Appendix B only.

- Appendix A - Step-Based Compensation
- Appendix B – Merit-Based Compensation
- Appendix C – Other Part-Time Position Compensation
- Appendix D – Other Fire Department Compensation



## APPENDIX "A"

### Step-Based Compensation Pay Schedule - Effective May 1, 2022

The following pay steps are hereby established for all positions eligible for step-based compensation for the period beginning May 1, 2022 and ending April 30, 2023. Individual compensation shall be in conformance with the table below and shall not exceed that provided for in the budget adopted for fiscal year ending April 30, 2023.

PART-TIME HOURLY					
POSITION	STEP A	STEP B	STEP C	STEP D	STEP E
Non-Certified Firefighter-Class A	\$16.49	NA	NA	NA	NA
Firefighter-Class A Firefigher-Class B	\$19.71	\$20.11	\$20.51	\$20.92	\$21.35
Fire Engineer-Class A Fire Engineer-Class B	\$21.93	\$22.37	\$22.81	\$23.27	\$23.74
Fire Lieutenant-Class A Fire Lieutenant-Class B	\$24.02	\$24.50	\$24.98	\$25.49	\$26.01
Fire Captain-Class A Fire Captain-Class B	\$25.41	\$25.93	\$26.44	\$26.97	\$27.52

## APPENDIX "B"

### Merit-Based Compensation Pay Schedule - Effective December 1, 2022

The following pay ranges are hereby established for all positions eligible for merit-based compensation for the period beginning May 1, 2022 and ending April 30, 2022. The 2022-2023 Merit Award shall range from 0% to 4%, Proficiency Promotions shall range from 5% to 12%, and any Exemplary Performance Recognition Award shall not exceed 10%. All compensation shall be based on employee performance. Individual compensation shall be in conformance with the table below and shall not exceed that provided for in the budget adopted for fiscal year ending April 30, 2023.

PART-TIME CLASSIFICATIONS			
	PAY GRADE	MINIMUM Hourly Rate	MAXIMUM Hourly Rate
<b>Administrative &amp; Technical Staff</b>			
Bus Dispatcher	1PT	\$14.35	\$20.09
CCTV Operator	1PT		
Clerical	1PT		
Crossing Guard (Per Run)	1PT		
Custodian	1PT		
Intern	1PT		
Seasonal Maintenance Worker	1PT		
Senior Center Assistant	1PT		
Van Driver	1PT		
Work Order Technician	1PT		
EMA Member (Certified)	2PT	\$16.07	\$22.50
Village Bus Driver	2PT		
Accounting Technician	3PT	\$18.00	\$25.20
Community Service Officer-Field Operations	3PT		
Police Clerk Matron	3PT		
Administrative Assistant	4PT	\$20.16	\$28.23
Human Resources Assistant	4PT		
<b>Supervisors &amp; Advanced Technical Staff</b>			
911 Dispatcher	5PT	\$22.97	\$32.16
Administrative Assistant-Marketing	5PT		
EMA Officer	5PT		
Fire Inspector	5PT		
Marketing Assistant	5PT		
Zoning Administrator	5PT		
Accountant	6PT	\$25.27	\$35.37
Fire Alarm Services Officer	6PT		
Marketing Coordinator	6PT		
Police Project Coordinator	6PT		
Public Education Officer	6PT		
Assistant Fire Chief	7PT	\$27.79	\$38.91
Patrol Officer (Certified)	7PT		

FULL-TIME CLASSIFICATIONS			
	PAY GRADE	MINIMUM Annual Salary	MAXIMUM Annual Salary
<b>Administrative &amp; Technical Staff</b> (*denotes full-time 35 hours per week)			
Custodian	1H	\$46,819	\$65,546
Public Works Service Representative	1H		
Clerk Matron*	2C	\$43,424	\$60,794
Administrative Assistant	2H	\$49,628	\$69,479
Midnight Records Clerk	2H		
Police Clerk Matron	2H		
Senior Custodian	2H		
Senior Finance Clerk	2H		
Senior Public Works Clerk	2H		
Community Service Officer*	3C	\$46,030	\$64,442
Utility Billing Technician*	3CA		\$67,688
Work Order Technician*	3CA		
Animal Control Officer	3H	\$52,606	\$73,648
Building Permit Technician	3H		
Community Engagement Specialist	4	\$55,762	\$85,447
Human Resources Coordinator	4H		
Public Information Specialist	4		
Special Events Specialist	4		
<b>Managers, Supervisors, and Advanced Technical Staff</b>			
911 Dispatcher/Telecommunicator	5HA	\$56,221	\$88,631
911 Dispatcher EMD/Telecommunicator EMD	5HA		
Assistant Police Records Supervisor	5	\$63,308	
Associate Planner	5		
Business Retention & Marketing Specialist	5		
Emergency Planner	5		
Executive Assistant	5		
Helpdesk Coordinator	5		
Management Analyst	5		
Staff Accountant	5		
Accountant II	6	\$68,373	\$95,722
Lead 911 Dispatcher EMD/Lead Telecommunicator EMD	6H		
Office Coordinator	6		
Application Support Analyst	7	\$73,843	\$103,380
Assistant to the Village Manager	7		
Building Inspector	7		
Code Enforcement Officer	7		
Fire Inspector I	7H		
Health & Consumer Protection Officer	7		
Payroll Specialist	7		
Police Records Supervisor	7		
Quality and Training Coordinator	7		
Deputy Village Clerk	8	\$79,750	\$111,650
Engineering Project Manager	8		
Executive Administrative Assistant	8		
Human Resources Generalist	8		
Network and Security Administrator	8		
Radio Technician	8		
Senior Accountant	8		
Senior Planner	8		
Systems Administrator	8		

	PAY GRADE	MINIMUM Annual Salary	MAXIMUM Annual Salary
Fire Marshal	9	\$86,130	\$120,582
Foreman	9		
Head Mechanic	9		
Purchasing & Contract Administrator	9		
Telecommunications Supervisor	9		
Fleet and Facilities Superintendent	10	\$94,743	\$128,850
Planning Manager	10		
Street Superintendent	10		
Village Engineer	10		
Water and Sewer Superintendent	10		
<b>Directors and Senior Managers</b>			
Assistant Finance Director	11	\$109,163	\$147,370
Assistant Public Works Director	11		
Building Official	11		
IT Manager	11		
Emergency Management & 911 Communications Director	12	\$114,621	\$154,739
Human Resources Director	12		
Marketing Director	12		
Police Commander	12		
Assistant Village Manager	13	\$120,352	\$162,475
Community Development Director	13		
Deputy Fire Service Administrator	13		
Deputy Police Chief	13		
IT Director	13		
Director of Public Works	14	\$126,370	\$170,599
Finance Director	14		
Fire Service Administrator	14		
Police Chief	14		
Village Manager	15	\$173,194	\$233,812

## APPENDIX "C"

### Other Part-Time Position Compensation – Effective May 1, 2022

The following compensation is hereby established for certain other part-time positions for the period beginning May 1, 2022 ending April 30, 2023. Individual compensation shall be in conformance with the rates established below and shall not exceed that provided for in the budget adopted for fiscal year ending April 30, 2023.

OTHER PART-TIME POSITIONS		
POSITION	HOURLY RATE	OTHER COMPENSATION
SCADA Engineer	\$55.00	NA
Snow Plow Driver	\$25.00	NA
Videographer	\$20.00	NA
EMA Member (Training)	\$15.70	NA
Patrol Officer (Non-Certified)	\$18.00	NA
Community Emergency Response Team (CERT) Instructor	\$20.00	NA
Commission Secretary	\$18.70	NA
Marketing Program Coordinator	\$25.00	NA
Health Inspector	NA	\$35.00 Per Inspection
Building Inspector	NA	\$15.00 Per Inspection
Clerk Matron	NA	\$2.00 Hourly Stipend for Midnight and Weekend Shifts
		Time and One Half (1 1/2) for Hours Worked on a Designated Village Holiday
Telecommunicator	NA	\$0.50 Hourly Stipend for Midnight Shifts
		Time and One Half (1 1/2) for Hours Worked on a Designated Village Holiday

## APPENDIX "D"

### Other Fire Department Compensation

The following compensation is hereby established for for various Fire Department positions for the period beginning May 1, 2022 ending April 30, 2023. Individual compensation shall be in conformance with the rates established below and shall not exceed that provided for in the budget adopted for fiscal year ending April 30, 2023.

ACTING UP PAY	
POSITION	HOURLY STIPEND
Firefighter Acting as Engineer	\$1.70 Hourly Stipend
Firefighter Acting as Officer	\$2.75 Hourly Stipend
Engineer Acting as Officer	\$1.50 Hourly Stipend
Lieutenant Acting as Shift Commander	\$3.00 Hourly Stipend
Captain Acting as Shift Commander	

WEEKEND SHIFT INCENTIVE PAY	
Weekend Shift Incentive Pay Includes Saturday Day Shift Starting at 0600 Hours Through Sunday Night Shift Ending Monday at 0600 Hours	
POSITION	HOURLY STIPEND
Non-Certified Firefighter-Class A	\$4.00 Hourly Stipend
Firefighter-Class A	
Firefighter-Class B	
Fire Engineer-Class A	
Fire Engineer-Class B	
Fire Lieutenant-Class A	
Fire Lieutenant-Class B	
Fire Captain-Class A	
Fire Captain-Class B	





**Interoffice**

# Memo

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**Date:** November 30, 2022

**To:** Patrick Carr, Village Manager  
Hannah Lipman, Assistant Village Manager

**From:** Angela Arrigo, Human Resources Director

**Subject:** Vacation Policy Re-Review Summary

As requested, a re-review of the Village's vacation benefits for employees transitioning from part-time to full-time status has been completed.

It has been identified that the long-standing policy of recognizing an employee's full-time hire date for purposes of vacation benefits has adversely impacted committed long-term part-time employees eligible for promotion to full-time opportunities. As a result of internal promotion, a part-time employee who has been with the Village for numerous years may be eligible for fewer weeks of vacation than they would have been as a part-time employee. To continue to promote internal growth and development and offer attractive promotional opportunities, it is determined that this practice should be updated to better align with the strategic internal hiring initiative. As a result, the following recommendation amending the eligibility language for full-time vacation benefit eligibility is being made:

If a part-time employee has been awarded part-time vacation benefits under Section 6.7 Part-Time Vacation Benefits, recognition for years of service for full-time vacation benefits shall be based on the part-time vacation benefits eligibility date.

A review of impacted staff has been conducted and 4 employees will be positively impacted with this recommendation.



# Interoffice Memo

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**Date:** November 9, 2022

**To:** **Village Board**

**Cc:** Patrick Carr, Hannah Lipman

**From:** **Anthony Ardolino**

**Subject:** Second Carrier Internet Connection

Presented for December 20, 2022 Committee of the Whole meeting discussion and action:

**Description:** Authorize contract with AT&T to provide redundant internet services at the Police Station.

**Background:** The Village currently accessing the internet via two separate connections located at Village Hall both with Comcast. In June 2022 a Comcast internet outage affected both connections and resulted in over 7 hours of diminished Village services.

An after-action report was created following the internet outage listing preventive measures and recommendations, one of which was a second internet connection with an alternative carrier at a different physical location than Village Hall. This contract with AT&T will provide this redundant internet connection and minimize any carrier level internet outage future impacts.

The monthly cost to the Village includes a router fee of \$313.60 and an internet access fee of \$900.00 for a total monthly cost of \$1,213.60.

**Budget/Finance:** Funding is available in the approved FY23 operating budget via the account 01-14-000-72125

**Staff Direction Request:** Enter into a 24 month agreement with AT&T to provide internet access for the cost of \$29,126.40

**Attachments:**

1. AT&T Multi-Service Agreement
2. AT&T Managed Internet Service Pricing Schedule
3. Signature Page for Contract ID 2726137



## AT&T Multi-Service Agreement

This Multi-Service Agreement is between the customer ("Customer") and the AT&T Affiliate ("AT&T") identified on Customer's applicable Pricing Schedule (each a "Party") and is effective when accepted by the Parties ("Effective Date").

This AT&T Multi-Service Agreement consists of the attached provisions, and the AT&T Business Services Agreement, including definitions, located at <https://www.corp.att.com/agreement/> ("BSA") (collectively the attached provisions and BSA constitute the "MSA"). In order for Customer to purchase AT&T Services, the Parties must execute an applicable Pricing Schedule, referencing this MSA, reflecting the Services, the pricing and the pricing schedule term ("Pricing Schedule"). Collectively the MSA, Pricing Schedule and applicable Service Publications constitute the "Agreement" for those Services. A "Service Publication" includes Tariffs, Guidebooks, and Service Guides located at <http://serviceguidenew.att.com>, which reflect the product descriptions, rates, terms and conditions applicable to a particular Service. Services are further subject to the AT&T Acceptable Use Policy located at [www.att.com/aup](http://www.att.com/aup) ("AUP"). Service Publications and the AUP may be amended by AT&T from time to time without notice to Customer. The order of priority of the documents that form the Agreement is: the applicable Pricing Schedule or order; the MSA; the AUP; and then Service Publications; provided, however, if applicable laws or regulations of a jurisdiction prohibits contractual modification of Tariff terms, the Tariff will prevail. In the event of a conflict within the MSA between the provisions of this MSA and the BSA, the provisions of this MSA take precedence. For purposes of this MSA the arbitration provisions of the BSA are replaced entirely with and superseded by the following:

**ARBITRATION:** ALL CLAIMS AND DISPUTES ARISING FROM THIS AGREEMENT SHALL BE SETTLED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES (SUBJECT TO THE REQUIREMENTS OF THE FEDERAL ARBITRATION ACT). ANY JUDGMENT ON ANY AWARD RENDERED MAY BE ENTERED AND ENFORCED IN A COURT HAVING JURISDICTION. THE ARBITRATOR SHALL NOT HAVE THE AUTHORITY TO AWARD ANY DAMAGES DISCLAIMED BY THIS AGREEMENT OR IN EXCESS OF THE LIABILITY LIMITATIONS IN THIS AGREEMENT, SHALL NOT HAVE THE AUTHORITY TO ORDER PRE-HEARING DEPOSITIONS OR DOCUMENT DISCOVERY, BUT MAY COMPEL ATTENDANCE OF WITNESSES AND PRODUCTION OF DOCUMENTS AT THE HEARING. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY AND WAIVE ANY RIGHT TO PARTICIPATE IN OR INITIATE CLASS ACTIONS; IF THE PARTIES CANNOT WAIVE THESE RIGHTS, THIS ENTIRE PARAGRAPH IS VOID.

**Services:** "Service" or "Services" means all products and services, domestically and internationally, (including wireless, if applicable) AT&T provides Customer pursuant to this Agreement.

**Execution by Affiliates:** An AT&T Affiliate or Customer Affiliate may sign a Pricing Schedule in its own name. Such Affiliate contract will be a separate but associated contract incorporating the terms of this Agreement. Customer and AT&T will cause their respective Affiliates to comply with such separate, associated contract(s). An "Affiliate" of a party is any entity that controls, is controlled by or is under common control with such party.

**License and Other Terms:** Software, Purchased Equipment and Third-Party Services (a service provided directly to Customer by a third party under a separate agreement between Customer and the third party) may be provided subject to the terms of a separate license or other agreement between Customer and either the licensor, the third-party service provider or the manufacturer. Customer's execution of the Pricing Schedule or placement of an Order for Software, Purchased Equipment or Third-Party Services is Customer's agreement to comply with such separate agreement. Unless a Service Publication specifies otherwise, AT&T's sole responsibility with respect to Third-Party Services is to place Customer's orders for Third-Party Services, except that AT&T may invoice and collect payment from Customer for the Third-Party Services.

**Pricing and Pricing Schedule Term; Terms Applicable After End of Pricing Schedule Term:** Prices listed in a Pricing Schedule are stabilized until the end of the Pricing Schedule term, including applicable extensions, ("Pricing Schedule Term") and apply in lieu of corresponding prices in the applicable Service Publication. No promotions, credits, discounts or waivers set forth in a Service Publication apply. At the end of the Pricing Schedule Term, Customer may continue Service (subject to any applicable notice or other requirements in a Service Publication for Customer to terminate a Service Component) on a month-to-month basis at the prices, terms and conditions in effect on the last day of the Pricing Schedule Term. AT&T may change such prices, terms or conditions on 30 days' prior notice to Customer.

**MARC:** Minimum Annual Revenue Commitment ("MARC") is an annual revenue commitment set forth in a Pricing Schedule that Customer agrees to satisfy during each 12-month period of the Pricing Schedule Term. If Customer fails to satisfy the MARC for any such period, Customer agrees to pay a shortfall charge equal to the difference between the MARC and the total of the applicable MARC-Eligible Charges, as defined in the applicable Pricing Schedule, incurred during such period, and AT&T may withhold contractual credits until Customer pays the shortfall charge.

**Termination and Termination Charges:** Either party may terminate for material breach upon thirty (30) days' prior written notice to the other party. If a Service or Service Component is terminated by Customer for convenience or by AT&T for cause prior to Cutover, Customer (i) agrees to pay any pre-Cutover termination or cancellation charges set out in a Pricing Schedule or Service Publication, or (ii) in the absence of such specified charges, agrees to reimburse AT&T for time and materials incurred prior to the effective date of termination, plus any third-party charges resulting from the termination. If a Service or Service Component is terminated by Customer for convenience or by AT&T for cause after Cutover, Customer agrees to pay applicable termination charges as follows: (i) 50% of any unpaid recurring charges for the terminated Service or Service Component attributable to the unexpired portion of an applicable Minimum Payment Period (as defined in applicable Pricing Schedule); (ii) if termination occurs before the end of an applicable Minimum Retention Period (as defined in applicable Pricing Schedule), any associated credits or waived or unpaid non-recurring charges; and (iii) any charges incurred by AT&T from a third-party (*i.e.*, not an AT&T Affiliate) due to the termination. The charges set forth in (i) and (ii) do not apply if a terminated Service Component is replaced with an upgraded Service Component at the same Site, but only if the Minimum Payment Period or Minimum Retention Period, as applicable, (the "Minimum Period") and associated charge for the replacement Service Component are equal to or greater than the corresponding Minimum Period and associated charge for the terminated Service Component,



## AT&T Multi-Service Agreement

respectively, and if the upgrade is not restricted in the applicable Service Publication. In addition, if Customer terminates a Pricing Schedule that has a MARC, Customer agrees to pay an amount equal to 50% of the unsatisfied MARC for the balance of the Pricing Schedule Term.

**Billing and Disputes:** If Customer does not dispute a charge in writing within 6 months after the invoice date, Customer waives the right to dispute. AT&T must issue a bill within six (6) months after charges are incurred (other than for automated or live operated assisted calls) or it waives the charges.

At Customer's request, but subject to AT&T's consent (which may not be unreasonably withheld or withdrawn), Customer's Affiliates may be invoiced separately, and AT&T will accept payment from such Affiliates. Customer will be responsible for payment if Customer's Affiliates do not pay charges in accordance with this Agreement.

**Purchased Equipment:** Except as specified in a Service Publication or Pricing Schedule, title to and risk of loss of equipment AT&T sells Customer ("Purchased Equipment") pass to Customer on delivery to the transport carrier for shipment to Customer's designated location. AT&T retains a purchase money security interest in all Purchased Equipment until Customer pays for it in full; Customer appoints AT&T as Customer's agent to sign and file a financing statement to perfect AT&T's security interest. All Purchased Equipment is provided on an "AS IS" basis, except that AT&T passes through to Customer any warranties available from its suppliers, to the extent that AT&T is permitted to do so under its contracts with those suppliers.

**Privacy:** Each party is responsible for complying with the privacy laws applicable to its business. AT&T shall require its personnel, agents and contractors around the world who process Customer personal data to protect such information in accordance with the data protection laws and regulations applicable to AT&T's business. If Customer does not want AT&T to comprehend Customer data to which it may have access in performing Services, Customer must encrypt such data to be unintelligible. Customer is responsible for obtaining consent from and giving notice to its users, employees and agents regarding Customer's and AT&T's collection and use of the User, employee or agent information in connection with a Service. Customer agrees to make accessible or provide Customer personal data to AT&T only if it has legal authority to do so.

**Trademarks and Publicity:** Neither party will display or use the other party's trade names, logos, trademarks, service marks or other indicia of origin, or issue public statements about this agreement or the Services, without the other party's prior written consent.

**Governing Law:** Unless a regulatory agency with jurisdiction over the applicable Service applies a different law, this Agreement is governed by the law of the State of New York, without regard to its conflict of law principles. The United Nations Convention on Contracts for International Sale of Goods will not apply.



**AT&T DEDICATED INTERNET  
 PRICING SCHEDULE**

Customer	AT&T
VILLAGE OF TINLEY PARK  Street Address: 16250 OAK PARK AVE City: TINLEY PARK State/Province: IL Zip Code: 60477-1628 Country: US	AT&T Corp.
Customer Contact (for Notices)	AT&T Contact (for Notices)
Name: ANTHONY ARDOLINO Title: IT Director Street Address: 16250 OAK PARK AVE City: TINLEY PARK State/Province: IL Zip Code: 60477-1628 Country: US Telephone: 7084445086  Email: aardolino@tinleypark.org	Name: MARC HORK Street Address: 225 W RANDOLPH ST City: CHICAGO State/Province: IL Zip Code: 60606 Country: US Telephone: 3126231524 Email: mh6976@att.com Sales/Branch Manager: MICHAEL STICHLER SCVP Name: BRIAN TROUP Sales Strata: Retail Sales Region: USA <b>With a copy (for Notices) to:</b> AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: <a href="mailto:mast@att.com">mast@att.com</a>
AT&T Solution Provider or Representative Information (if applicable) <input type="checkbox"/>	
Name:      Company Name: Agent Street Address:      City:      State:      Zip Code:      Country: Telephone:      Fax:      Email:      Agent Code:	

This Pricing Schedule is part of the Agreement between AT&T and Customer referenced above.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

*Signature Not Required on this Page - Refer to  
 Customer Signature Page Contract ID 2726137*

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 Dynamic Pricing

**AT&T DEDICATED INTERNET  
PRICING SCHEDULE****1. SERVICES**

Service	Service Publication Location
AT&T Dedicated Internet (ADI) - ADI Express	<a href="http://serviceguidenew.att.com/sg_flashPlayerPage/MIS">http://serviceguidenew.att.com/sg_flashPlayerPage/MIS</a>
AT&T Bandwidth Services	<a href="http://serviceguidenew.att.com/sg_flashPlayerPage/BWS">http://serviceguidenew.att.com/sg_flashPlayerPage/BWS</a>
AT&T Wi-Fi Services - AT&T Business Wi-Fi (ABW)	<a href="http://serviceguidenew.att.com/sg_flashPlayerPage/AWS">http://serviceguidenew.att.com/sg_flashPlayerPage/AWS</a>

**2. PRICING SCHEDULE TERM AND EFFECTIVE DATES**

<b>Pricing Schedule Term*</b>	24 months
<b>Pricing Schedule Term Start Date</b>	Effective Date of this Pricing Schedule
<b>Effective Date of Rates and Discounts</b>	Effective Date of this Pricing Schedule

\*Subject to the Service Availability provisions in the General Provisions of AT&T Business Service Guide.

**3. MINIMUM PAYMENT PERIOD**

Service Components	Percent of Monthly Service Fees Due Upon Termination Prior to Completion of Minimum Payment Period	Minimum Payment Period per Service Component
All Service Components	50%	Longer of 12 months or until the end of the Pricing Schedule Term

**4. ADDITIONAL TERMS AND CONDITIONS FOR AT&T BUSINESS WI-FI WITH CISCO MERAKI****4.1. Service Interference**

In no event is AT&T responsible for interference or service degradation caused by or to third-party Wi-Fi services at the Sites.

**4.2. Disclaimer of Warranty**

CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT THE AT&T BUSINESS WI-FI WITH CISCO MERAKI IS PROVIDED ON AN "AS-IS" BASIS, AND AT&T SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, AND SERVICE OR PERFORMANCE GUARANTEES OR LEVELS, EXPRESS OR IMPLIED, REGARDING THE AT&T BUSINESS WI-FI WITH CISCO MERAKI, THE ACCURACY OF ANY CONTENT PROVIDED BY AT&T FOR DISPLAY IN CONNECTION WITH THE AT&T BUSINESS WI-FI WITH CISCO MERAKI, OR THE RESULTS OBTAINED FROM ANY WEBSITE ACCESSED USING THE AT&T BUSINESS WI-FI WITH CISCO MERAKI. FURTHER, AT&T MAKES NO REPRESENTATION OR WARRANTY THAT THE AT&T BUSINESS WI-FI WITH CISCO MERAKI WILL PROVIDE ACCESS TO THE INTERNET WITHOUT INTERRUPTION.

**4.3. Indemnification**

AT&T HAS NO DUTY TO DEFEND, INDEMNIFY, OR HOLD HARMLESS CUSTOMER FROM OR AGAINST ANY SETTLEMENTS, DAMAGES, COSTS AND OTHER AMOUNTS INCURRED BY CUSTOMER ARISING FROM THE ACTUAL OR ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY BASED ON THE SERVICES, SOFTWARE, OR EQUIPMENT PURCHASED OR FURNISHED PURSUANT TO THIS PRICING SCHEDULE.

**4.4. Sites and Equipment**

Customer has provided a preliminary Site list and AT&T has projected the Equipment that will be used. AT&T may modify this preliminary list based on the results of the AT&T Site Survey, Service Component inventory, and system design. AT&T will notify Customer of any modifications. If Customer does not agree to the modifications, AT&T may refuse to provision Service at the applicable Site. Within thirty (30) days of receipt of notice

**AT&T and Customer Confidential Information**

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### **AT&T DEDICATED INTERNET PRICING SCHEDULE**

from AT&T describing the necessary modifications, Customer may terminate Service only at the applicable Site only, subject to payment of applicable termination charges. No other Sites are affected by this termination.

#### **4.5. Intellectual Property**

AT&T grants Customer a limited, non-exclusive, non-transferable license to use the Service during the Term solely in connection with the receipt of the Service. All rights, title and interest in and to intellectual property relating to the Service, including any changes, modifications, alterations, or improvements made by AT&T during the Term, are owned by AT&T, its Affiliates, or AT&T's licensors, suppliers, subcontractors or vendors. Customer's possession, access, or use of any part of the Service does not transfer any ownership rights in the same or any intellectual property rights from AT&T, its Affiliates or AT&T's licensors, suppliers, subcontractors or vendors to Customer.

#### **4.6. Privacy Terms and Conditions**

**4.6.1.** Customer represents and warrants that it has appropriate rights to provide End User data (which may include Customer Personal Data) to AT&T in connection with the Service. Customer expressly grants AT&T permission to access information contained in application layer 7 for the sole purpose of managing the performance of the Wi-Fi network. From time to time AT&T will perform real time packet capture to analyze and troubleshoot network issues and Customer grants AT&T permission to perform such operations for short intervals as necessary for network management purposes.

**4.6.2.** AT&T agrees that, in performing the network management function, it will:

- Use or monitor End User data shared with AT&T only for network management purposes and for providing metrics reports, consistent with the AT&T Privacy Policy; and
- Establish data retention protocols, so that AT&T retains data shared with it for as long as reasonably necessary for network management purposes.

**4.6.3.** Customer agrees that in connection with the network management function, it will:

- Use or monitor End User data made available through the network management function of the Service only for network management purposes, unless it secures additional consent from End Users, or has another lawful basis for processing the data. Purposes beyond the network management function include, but are not limited to, marketing, advertising, and the examination of content and communications;
- Obtain and maintain any and all legally required employee or End User consents, or establish other lawful bases, for the processing or use of End User data. (AT&T can provide an example of the legally required employee or End User consent);
- Obtain multiple consents for distinct purposes, and proposed combinations of personal data, even if supplemental software/technology is required;
- Use only Customer SSIDs;
- Present the End User with Customer's terms of service and applicable privacy policy;
- Establish data retention protocols so that data Customer processes is retained for no longer than is reasonably necessary for network management purposes;
- Not access, use, or share content of communications, content of email or texts, content of shopping carts, or search term queries, etc., and
- Not attempt to re-identify anonymized data.

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**4.6.4.** Customer is responsible for the way the data is used by Customer; and its employees, guests, and representative's access to and use of the data, content, or communications generated by this Service.

**4.6.5.** To the extent that a website or online service is directed to or likely to collect personal information from children under the age of thirteen, Customer agrees to comply with the federal Children's Online Privacy Protection Act and provide parental notice and advance parental consent prior to collecting such personal information.

**4.6.6.** The Service allows Customer to collect and use an End User's location through Bluetooth Low Energy (BLE) and Wi-Fi based location technologies. Such use may be subject to various U.S. and international laws and regulations, including those promulgated by the Federal Trade Commission and other industry regulators (e.g., Privacy Forum's Mobile Location Analytics Code of Conduct, NAI, GDPR, CCPA), with which Customer agrees to comply. Customer agrees not to provide or sell location data to third parties without AT&T's prior written authorization.

**4.6.6.1.** This ability to collect and use location information is different than what is done with GPS or other technologies. Because the Service collects and uses location information, AT&T is offering the following information, but such information is not intended to be legal advice. Customer should consult with an attorney for legal advice.

**4.6.6.2.** Depending on how Customer collects or uses the Service, Customer may be required to provide notice, obtain opt-in consents, or provide periodic reminders, all separate from providing terms and conditions to End Users, so that End Users will be aware that location is being tracked when visiting Customer's Sites. If Customer buys other products or services from AT&T or others that, in conjunction with Customer's business application, allows Customer to know when an End User is at Customer's Site(s), Customer may be required to provide separate notices, obtain separate opt-in consents, or provide periodic reminders (all separate from terms and conditions) so that End Users will be aware that location is being tracked in multiple ways when visiting Customer's Site(s).

**4.6.7.** Customer may not use AT&T's name, brand, or mark, with third-parties or End Users in connection with the Service without AT&T's written consent.

**5. RATES**

MRC: Monthly Recurring Charge

N/A: Not Available

NRC: Non-Recurring Charge

**5.1. ADI Self – Installation NRC**

ADI Speed	Discount	Undiscounted ADI NRC	Undiscounted ADI w/ Managed Router NRC
Ethernet	100.00%	\$1,500.00	\$1,500.00

**5.1. ADI On-Site Installation NRC**

ADI Speed	Discount	Undiscounted ADI w/ Managed Router NRC
Ethernet	100.00%	\$1,500.00

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**AT&T DEDICATED INTERNET  
PRICING SCHEDULE****5.2. Hi Cap Flex Billing Option – Ethernet (10 Mbps to 1 Gbps) - Group 1, 2, and 3**

Available bandwidth levels are subject to qualification at time of each order and may vary.

Bandwidth	Discounted Ethernet Access Monthly Fee Group 1	Discounted Ethernet Access Monthly Fee Group 2	Discounted Ethernet Access Monthly Fee Group 3	Minimum Bandwidth Commitment (MBC)			Incremental Usage	
				Undiscounted ADI w/ Customer Router Monthly Fee	Undiscounted ADI w/ AT&T Managed Router Monthly Fee	MBC Discount	Undiscounted Incremental Usage Fee Per Mbps	Incremental Usage Fee Discount
10 Mbps	\$400.00	\$421.00	\$635.00	\$268.00	\$396.00	82.00%	\$198.00	82.00%
20 Mbps	\$420.00	\$449.00	\$758.00	\$449.00	\$577.00	84.00%	\$144.25	84.00%
50 Mbps	\$524.00	\$572.00	\$968.00	\$813.00	\$955.00	93.00%	\$95.50	93.00%
100 Mbps	\$604.00	\$651.00	\$1,280.00	\$1,400.00	\$1,555.00	87.00%	\$77.75	87.00%
150 Mbps	\$610.00	\$677.00	\$1,412.00	\$1,800.00	\$1,965.00	89.00%	\$65.50	89.00%
250 Mbps	\$900.00	\$900.00	\$1,667.00	\$2,150.00	\$2,240.00	86.00%	\$44.80	86.00%
400 Mbps	\$925.00	\$1,100.00	\$2,201.00	\$2,700.00	\$3,380.00	88.00%	\$42.25	88.00%
500 Mbps	\$925.00	\$1,100.00	\$2,239.00	\$3,500.00	\$4,325.00	89.00%	\$43.25	89.00%
600 Mbps	\$925.00	\$1,100.00	\$2,807.00	\$4,096.00	\$4,840.00	88.00%	\$40.33	88.00%
1000 Mbps	\$1,000.00	\$1,300.00	\$3,184.00	\$4,505.00	\$5,620.00	88.00%	\$28.10	88.00%

**5.3. Hi Cap Flex Billing Option – Ethernet (2 Gbps to 10 Gbps) – Group 1, 2, 3, and 4**

Available bandwidth levels are subject to qualification at time of each order and may vary.

Bandwidth	10 Gbps Discounted Ethernet Access Monthly Fee Group 1	10 Gbps Discounted Ethernet Access Monthly Fee Group 2	10 Gbps Discounted Ethernet Access Monthly Fee Group 3	10 Gbps Discounted Ethernet Access Monthly Fee Group 4	Minimum Bandwidth Commitment (MBC)			Incremental Usage	
					Undiscounted ADI w/ Customer Router Monthly Fee	Undiscounted ADI w/ AT&T Managed Router Monthly Fee	MBC Discount	Undiscounted Incremental Usage Fee Per Mbps	Incremental Usage Fee Discount
2 Gbps	\$4,000.00	\$6,397.00	\$10,151.44	NA	\$9,091.00	\$12,276.00	82.00%	\$30.69	82.00%
3 Gbps	\$4,000.00	\$6,397.00	\$10,151.44	NA	\$13,309.00	\$17,981.00	82.00%	\$29.97	82.00%
4 Gbps	\$4,000.00	\$6,397.00	\$10,151.44	NA	\$16,015.00	\$21,591.00	82.00%	\$26.99	82.00%
5 Gbps	\$4,000.00	\$6,397.00	\$10,151.44	NA	\$18,196.00	\$24,553.00	82.00%	\$24.55	82.00%
6 Gbps	\$4,000.00	\$6,397.00	\$10,151.44	NA	\$21,309.00	\$28,768.00	82.00%	\$23.97	82.00%
7 Gbps	\$4,000.00	\$6,397.00	\$10,151.44	NA	\$24,218.00	\$32,727.00	82.00%	\$23.38	82.00%
8 Gbps	\$4,000.00	\$6,397.00	\$10,151.44	NA	\$26,953.00	\$36,387.00	82.00%	\$22.74	82.00%
9 Gbps	\$4,000.00	\$6,397.00	\$10,151.44	NA	\$28,931.00	\$39,069.00	82.00%	\$21.71	82.00%
10 Gbps	\$4,000.00	\$6,397.00	\$10,151.44	NA	\$30,909.00	\$41,716.00	82.00%	\$20.86	82.00%

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**AT&T DEDICATED INTERNET  
 PRICING SCHEDULE**

**5.3.1. Hi Cap Flex Billing Option – Ethernet (70 Gbps to 100 Gbps) – Group 1 and 4**

Available bandwidth levels are subject to qualification at time of each order and may vary.

Bandwidth	Ethernet Access Speed	Discounted Ethernet Access Monthly Fee Group 1	Discounted Ethernet Access Monthly Fee Group 4	Minimum Bandwidth Commitment			Incremental Usage	
				Undiscounted ADI w/ Customer Router Monthly Fee	Undiscounted ADI w/ AT&T Managed Router Monthly Fee	MBC Discount	Undiscounted Incremental Usage Fee Per Mbps	Incremental Usage Fee Discount
70 Gbps	100 Gbps	\$31,043.55	NA	\$84,800.00	\$112,799.00		\$1.35	
100 Gbps	100 Gbps	\$31,043.55	NA	\$104,174.00	\$136,595.00		\$1.35	

**5.4. Additional NRCs**

Moving Charge	NRC Per Site
If scheduled during standard business hours – (8:00 a.m. to 5:00 p.m. Monday through Friday)	\$1,000.00
If scheduled outside standard business hours	\$1,500.00

**5.5. ABW with Cisco Meraki MRC**

No discounts apply.

<b>ABW per Access Point (AP) MRC</b>	\$35.75
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END OF DOCUMENT

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## Customer Signature Page

<b>Customer</b>	<b>AT&amp;T</b>			
VILLAGE OF TINLEY PARK Street Address: 16250 OAK PARK AVE City: TINLEY PARK State/Province: IL Zip Code: 60477-1628 Country: US	AT&T Corp.			
<b>Customer Contact (for notices)</b>	<b>AT&amp;T Contact (for notices)</b>			
Name: ANTHONY ARDOLINO Title: IT Director Street Address: 16250 OAK PARK AVE City: TINLEY PARK State/Province: IL Zip Code: 60477-1628 Country: US Telephone: 7084445086 Fax: Email: aardolino@tinleypark.org Customer Account Number or Master Account:	Street Address: 225 W RANDOLPH ST City: CHICAGO State/Province: IL Zip Code: 60606 Country: US  With a copy to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: <a href="mailto:mast@att.com">mast@att.com</a>			
<b>AT&amp;T Solution Provider or Representative Information (if applicable)</b>				
Name:	Company Name:			
Agent Street Address:	City:	State:	Zip Code:	Country:
Telephone:	Fax:	Email:	Agent Code:	

Customer signature serves as a signature of each document listed below. Edits to appended documents, as originally presented by AT&T, are rejected. Listed documents become effective upon execution of all documents identified by Contract ID below.

Documents Appended:	Contract IDs:
MASTER_AGREEMENT click <a href="#">here</a> for details or <a href="http://serviceguide.att.com/masteragreement/">http://serviceguide.att.com/masteragreement/</a>	
AT&T_MANAGED_INTERNET_SERVICE_PRICING_SCHEDULE_CONTRACT_ID_2726136.pdf	2726136

If Customer is purchasing Voice Over IP services, the following additional language applies:

The undersigned, on behalf of Customer, acknowledges that Customer has received and understands the advisories concerning the circumstances under which E911 service may not be available, as stated in the AT&T Business Voice over IP Services Service Guide found at [http://serviceguidenew.att.com/sg\\_flashPlayerPage/BVOIP](http://serviceguidenew.att.com/sg_flashPlayerPage/BVOIP). Such circumstances include, but are not limited to, relocation of the end user's CPE, use of a non-native or virtual telephone number, failure in the broadband connection, loss of electrical power, and delays that may occur in updating the Customer's location in the automatic location information database.

<b>Customer</b> (by its authorized representative)
By:
Name:
Title:
Date:



# Interoffice Memo

**Date:** December 14, 2022

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

**From:** Joe Fitzpatrick, Water & Sewer Superintendent

**Subject:** LaGrange Road Water Main Extension

Presented for Committee of the Whole and Village Board consideration and action.

Description: This project consists of installing water main, valves, and fire hydrants on the east side of LaGrange Road where there is not water main currently. The existing water main on the future booster station property will be relocated and lowered as part of this project as well.

Background: Public Works has determined, using the water system model and institutional knowledge, water main is needed between 17231 and 17333 LaGrange Rd. and from 175<sup>th</sup> Street to 17801 LaGrange Rd. This new 12" water main will close the existing gaps where water main is non-existent. Filling these gaps will increase the flow and pressure to the residents and businesses in the surrounding areas. In total, there will be approximately 2,700 linear feet of water main installed.

The existing water main on the booster station property is located under a berm and is the same height as the road. This water main will be abandoned in place and new water main will be installed at the needed depth and location to avoid conflicts with the booster station.

Bid opening was held on December 12, 2022 at 10:00am with Deputy Clerk, Consulting Engineer, and Water & Sewer Superintendent present. The following bids were received:

<u>Contractor:</u>	<u>Location:</u>	<u>Bid:</u>
Airy's Inc.	Joliet, IL	\$1,452,000.00
Swallow Construction	Downers Grove, IL	1,629,434.50
Spieß Construction	Frankfort, IL	1,675,443.25
PT Ferro Construction	Joliet, IL	1,681,476.81
Austin Tyler Construction	Elwood, IL	1,769,407.00
Engineer's Estimate		2,108,646.00

Budget Available	\$1,620,000
<u>Contract Amount</u>	<u>\$1,452,000</u>
<b>Difference – Under Budget</b>	<b>\$168,000</b>

Budget/ Finance: Funding in the amount of \$1,452,000.00 is available for use through the recently procured bond and was previously discussed with the Finance Department.

Staff Direction Request: Approve a contract including base bid and alternate bid with Airy's Inc. in the amount of \$1,452,000.00.

Attachments:

1. Bid Tab and Engineer's Estimate.
2. Letter of Recommendation.



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

16221 W. 159th Street Suite 201 Lockport, Illinois 60441 TEL (815) 770-2850

December 12, 2022

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

Attention: Joe Fitzpatrick  
Water & Sewer Superintendent

Subject: LaGrange Road Water Main Extension  
**Engineer's Award Recommendation**  
(CBBEL Project No. 160373.00029)

Dear Mr. Fitzpatrick,

On Friday, December 12, 2022 at 10:00 a.m. bids were received and opened for the LaGrange Road Water Main Extension Project. Five bids were received for this project. Christopher B. Burke Engineering, Ltd. (CBBEL) has reviewed the bid proposals and all documents were in compliance with Village requirements. The project consisted of a Base Bid and one Bid Alternate. The Base Bid consisted of 12-inch water main installation on LaGrange Road while Alternate 1 consisted of the 20-inch water main relocation at the proposed booster station site. The results have been reviewed and are tabulated below:

<b>CONTRACTOR</b>	<b>BASE BID</b>	<b>ALTERNATE 1</b>	<b>BASE BID + ALTERNATE 1</b>
Engineer's Estimate	\$1,642,591.00	\$466,055.00	\$2,108,646.00
Airy's Inc.	\$1,073,000.00	\$379,000.00	\$1,452,000.00
Swallow Construction Corporation	\$1,253,431.50	\$376,003.00	\$1,629,434.50
Steve Spiess Construction	\$1,317,540.50	\$357,902.75	\$1,675,443.25
P.T. Ferro Construction	\$1,279,646.81	\$401,830.00	\$1,681,476.81
Austin Tyler Construction	\$1,377,626.00	\$391,781.00	\$1,769,407.00

It is CBBEL's understanding that the Village would like to award both the Base Bid and Alternate 1. Airy's Inc. is the low bidder for the Base Bid plus Alternate 1 with a total bid amount of \$1,452,000.00. We have reviewed Airy's Inc.'s bid document and find it to be in order.

Therefore, we recommend awarding the LaGrange Road Water Main Extension Project to Airy's Inc. in the amount of \$1,452,000.00. The bid tabulation is enclosed for your reference. If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'Alex Schaefer', written in a cursive style.

Alex Schaefer, PE  
Project Manager

Enclosure as Noted

cc: Ken Howard – Tinley Park

**LaGrange Road Water Main Extension**  
**BID SUMMARY**

Village of Tinley Park  
CBBEL Project No. 160373.00029

Bids Opened December 12, 2022

<b>CONTRACTOR</b>	<b>BASE BID</b>	<b>ALTERNATE 1</b>	<b>BASE BID + ALTERNATE 1</b>
ENGINEER'S ESTIMATE	\$ 1,642,591.00	\$ 466,055.00	\$ 2,108,646.00
AIRY'S INC.	\$ 1,073,000.00	\$ 379,000.00	\$ 1,452,000.00
SWALLOW CONSTRUCTION CORP	\$ 1,253,431.50	\$ 376,003.00	\$ 1,629,434.50
STEVE SPIESS CONSTRUCTION	\$ 1,317,540.50	\$ 357,902.75	\$ 1,675,443.25
P.T. FERRO CONSTRUCTION	\$ 1,279,646.81	\$ 401,830.00	\$ 1,681,476.81
AUSTIN TYLER CONSTRUCTION	\$ 1,377,626.00	\$ 391,781.00	\$ 1,769,407.00





Bids Opened December 12, 2022

ITEM NO	SP	PAY CODE	ITEM	UNIT	QUANTITY	ENGINEER'S ESTIMATE		AIRY'S INC.		SWALLOW CONSTRUCTION CORP		STEVE SPIESS CONSTRUCTION		P.T. FERRO CONSTRUCTION		AUSTIN TYLER CONSTRUCTION	
						UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
A-1		20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	15	\$ 50.00	\$ 750.00	\$ 52.00	\$ 780.00	\$ 40.00	\$ 600.00	\$ 53.00	\$ 795.00	\$ 50.00	\$ 750.00	\$ 52.00	\$ 780.00
A-2	#	20700220	POROUS GRANULAR EMBANKMENT	CU YD	15	\$ 50.00	\$ 750.00	\$ 28.00	\$ 420.00	\$ 46.50	\$ 697.50	\$ 40.00	\$ 600.00	\$ 50.00	\$ 750.00	\$ 40.00	\$ 600.00
A-3		28000250	TEMPORARY EROSION CONTROL SEEDING	POUND	40	\$ 25.00	\$ 1,000.00	\$ 16.00	\$ 640.00	\$ 12.00	\$ 480.00	\$ 21.00	\$ 840.00	\$ 15.00	\$ 600.00	\$ 15.00	\$ 600.00
A-4		28000400	PERIMETER EROSION BARRIER	FOOT	850	\$ 3.00	\$ 2,550.00	\$ 3.00	\$ 2,550.00	\$ 5.00	\$ 4,250.00	\$ 4.00	\$ 3,400.00	\$ 2.50	\$ 2,125.00	\$ 2.00	\$ 1,700.00
A-5		28000510	INLET FILTERS	EACH	1	\$ 175.00	\$ 175.00	\$ 224.00	\$ 224.00	\$ 180.00	\$ 180.00	\$ 221.00	\$ 221.00	\$ 200.00	\$ 200.00	\$ 125.00	\$ 125.00
A-6	#	56103000	DUCTILE IRON WATER MAIN 6"	FOOT	3	\$ 130.00	\$ 390.00	\$ 130.00	\$ 390.00	\$ 52.00	\$ 156.00	\$ 89.00	\$ 267.00	\$ 100.00	\$ 300.00	\$ 90.00	\$ 270.00
A-7	#	56103100	DUCTILE IRON WATER MAIN 8"	FOOT	280	\$ 130.00	\$ 36,400.00	\$ 130.00	\$ 36,400.00	\$ 110.00	\$ 30,800.00	\$ 113.00	\$ 31,640.00	\$ 125.00	\$ 35,000.00	\$ 125.00	\$ 35,000.00
A-8	#	56103400	DUCTILE IRON WATER MAIN 16"	FOOT	28	\$ 300.00	\$ 8,400.00	\$ 203.00	\$ 5,684.00	\$ 270.00	\$ 7,560.00	\$ 266.00	\$ 7,448.00	\$ 265.00	\$ 7,420.00	\$ 282.00	\$ 7,896.00
A-9	#	56103510	DUCTILE IRON WATER MAIN 20"	FOOT	290	\$ 350.00	\$ 101,500.00	\$ 400.00	\$ 116,000.00	\$ 375.00	\$ 108,750.00	\$ 365.00	\$ 105,850.00	\$ 475.00	\$ 137,750.00	\$ 465.00	\$ 134,850.00
A-10	#	56105000	WATER VALVES 8"	EACH	2	\$ 2,800.00	\$ 5,600.00	\$ 1,907.00	\$ 3,814.00	\$ 2,500.00	\$ 5,000.00	\$ 2,300.00	\$ 4,600.00	\$ 2,600.00	\$ 5,200.00	\$ 2,300.00	\$ 4,600.00
A-11	#	56105300	WATER VALVES 16"	EACH	2	\$ 8,000.00	\$ 16,000.00	\$ 6,059.00	\$ 12,118.00	\$ 6,700.00	\$ 13,400.00	\$ 5,520.00	\$ 11,040.00	\$ 6,175.00	\$ 12,350.00	\$ 6,400.00	\$ 12,800.00
A-12	#	56105410	WATER VALVES 20"	EACH	4	\$ 17,500.00	\$ 70,000.00	\$ 9,336.00	\$ 37,344.00	\$ 10,000.00	\$ 40,000.00	\$ 8,500.00	\$ 34,000.00	\$ 9,000.00	\$ 36,000.00	\$ 9,800.00	\$ 39,200.00
A-13	#	56400820	FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX	EACH	1	\$ 8,000.00	\$ 8,000.00	\$ 10,358.00	\$ 10,358.00	\$ 10,250.00	\$ 10,250.00	\$ 9,255.00	\$ 9,255.00	\$ 10,500.00	\$ 10,500.00	\$ 10,500.00	\$ 10,500.00
A-14		60248900	VALVE VAULTS, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	2	\$ 4,000.00	\$ 8,000.00	\$ 3,280.00	\$ 6,560.00	\$ 4,000.00	\$ 8,000.00	\$ 3,017.00	\$ 6,034.00	\$ 4,195.00	\$ 8,390.00	\$ 5,800.00	\$ 11,600.00
A-15		60249010	VALVE VAULTS, TYPE A, 6'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	6	\$ 6,500.00	\$ 39,000.00	\$ 6,256.00	\$ 37,536.00	\$ 6,000.00	\$ 36,000.00	\$ 6,410.00	\$ 38,460.00	\$ 7,200.00	\$ 43,200.00	\$ 6,100.00	\$ 36,600.00
A-16	#	67100100	MOBILIZATION	L SUM	1	\$ 20,000.00	\$ 20,000.00	\$ 18,890.00	\$ 18,890.00	\$ 13,500.00	\$ 13,500.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 4,250.00	\$ 4,250.00
A-17	#	X2080250	TRENCH BACKFILL, SPECIAL	CU YD	90	\$ 60.00	\$ 5,400.00	\$ 71.00	\$ 6,390.00	\$ 62.00	\$ 5,580.00	\$ 70.00	\$ 6,300.00	\$ 50.00	\$ 4,500.00	\$ 84.00	\$ 7,560.00
A-18	#	X5610720	WATER MAIN REMOVAL, 20"	FOOT	103	\$ 30.00	\$ 3,090.00	\$ 15.00	\$ 1,545.00	\$ 1.50	\$ 154.50	\$ 18.00	\$ 1,854.00	\$ 125.00	\$ 12,875.00	\$ 35.00	\$ 3,605.00
A-19	#	X6026622	VALVE VAULTS TO BE REMOVED	EACH	1	\$ 1,000.00	\$ 1,000.00	\$ 1,201.00	\$ 1,201.00	\$ 750.00	\$ 750.00	\$ 2,365.00	\$ 2,365.00	\$ 3,150.00	\$ 3,150.00	\$ 1,200.00	\$ 1,200.00
A-20	#	X7010216	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	L SUM	1	\$ 17,500.00	\$ 17,500.00	\$ 1,034.00	\$ 1,034.00	\$ 7,500.00	\$ 7,500.00	\$ 2,000.00	\$ 2,000.00	\$ 4,200.00	\$ 4,200.00	\$ 9,300.00	\$ 9,300.00
A-21	#	Z0013798	CONSTRUCTION LAYOUT	L SUM	1	\$ 7,000.00	\$ 7,000.00	\$ 1.00	\$ 1.00	\$ 2,500.00	\$ 2,500.00	\$ 1,470.00	\$ 1,470.00	\$ 3,000.00	\$ 3,000.00	\$ 2,000.00	\$ 2,000.00
A-22	#	N/A	EARTH EXCAVATION (BERM)	CU YD	250	\$ 35.00	\$ 8,750.00	\$ 60.00	\$ 15,000.00	\$ 20.00	\$ 5,000.00	\$ 36.00	\$ 9,000.00	\$ 25.00	\$ 6,250.00	\$ 7.50	\$ 1,875.00
A-23	#	N/A	IRRIGATION REPAIR	UNIT	5000	\$ 1.00	\$ 5,000.00	\$ 1.00	\$ 5,000.00	\$ 1.00	\$ 5,000.00	\$ 1.00	\$ 5,000.00	\$ 1.00	\$ 5,000.00	\$ 1.00	\$ 5,000.00
A-24	#	N/A	MISCELLANEOUS ADDITIONS TO PROJECT AT VILLAGE'S DISCRETION	UNIT	25000	\$ 1.00	\$ 25,000.00	\$ 1.00	\$ 25,000.00	\$ 1.00	\$ 25,000.00	\$ 1.00	\$ 25,000.00	\$ 1.00	\$ 25,000.00	\$ 1.00	\$ 25,000.00
A-25	#	N/A	PARKWAY RESTORATION - SEEDING	SQ YD	1555	\$ 20.00	\$ 31,100.00	\$ 4.00	\$ 6,220.00	\$ 9.00	\$ 13,995.00	\$ 4.25	\$ 6,608.75	\$ 4.00	\$ 6,220.00	\$ 4.00	\$ 6,220.00
A-26	#	N/A	PORTLAND CEMENT CONCRETE SIDEWALK REMOVAL AND REPLACEMENT	SQ FT	400	\$ 15.00	\$ 6,000.00	\$ 11.00	\$ 4,400.00	\$ 17.25	\$ 6,900.00	\$ 21.50	\$ 8,600.00	\$ 13.00	\$ 5,200.00	\$ 12.50	\$ 5,000.00
A-27	#	N/A	PRE-CONSTRUCTION VIDEO RECORDING	L SUM	1	\$ 1,200.00	\$ 1,200.00	\$ 414.00	\$ 414.00	\$ 1,500.00	\$ 1,500.00	\$ 525.00	\$ 525.00	\$ 500.00	\$ 500.00	\$ 300.00	\$ 300.00
A-28	#	N/A	RECORD DRAWINGS	L SUM	1	\$ 2,500.00	\$ 2,500.00	\$ 2,781.00	\$ 2,781.00	\$ 1,000.00	\$ 1,000.00	\$ 1,680.00	\$ 1,680.00	\$ 750.00	\$ 750.00	\$ 250.00	\$ 250.00
A-29	#	N/A	SHUTDOWN CONNECTION TO EXISTING WATER MAIN, 20"	EACH	2	\$ 15,000.00	\$ 30,000.00	\$ 9,003.00	\$ 18,006.00	\$ 8,500.00	\$ 17,000.00	\$ 8,775.00	\$ 17,550.00	\$ 6,100.00	\$ 12,200.00	\$ 8,900.00	\$ 17,800.00
A-30	#	N/A	SHUTDOWN CONNECTION TO EXISTING WATER MAIN, 8"	EACH	1	\$ 4,000.00	\$ 4,000.00	\$ 2,300.00	\$ 2,300.00	\$ 4,500.00	\$ 4,500.00	\$ 5,500.00	\$ 5,500.00	\$ 2,450.00	\$ 2,450.00	\$ 5,300.00	\$ 5,300.00
<b>TOTAL =</b>						<b>\$ 466,055.00</b>		<b>\$ 379,000.00</b>		<b>\$ 376,003.00</b>		<b>\$ 357,902.75</b>		<b>\$ 401,830.00</b>		<b>\$ 391,781.00</b>	



# Interoffice Memo

**Date:** December 9, 2022

**To:** Pat Carr – Village Manager  
Hannah Lipman – Asst. Village Manager  
John Urbanski, Public Works Director

**From:** Colby C. Zemaitis, PE, CFM – Asst. Public Works Director

**Subject:** Jurisdictional Transfer with CCDOTH for 175<sup>th</sup> Street Reconstruction Project

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

Description: The Village has been presented a Jurisdictional Transfer (JT) from the Cook County Department of Transportation and Highways (CCDOH) for the reconstruction of 175<sup>th</sup> Street from Oak Park Avenue to Ridgeland Avenue, Ridgeland Avenue from 175<sup>th</sup> Street to Oak Forest Avenue and Oak Forest Avenue to 1,000 feet east of Ridgeland Avenue.

The plans and specifications have been prepared by Robinson Engineering and the improvements include a reconstructed roadway with a curb and gutter profile and two-way left turn lanes at the intersections; new sidewalks on 175<sup>th</sup> Street and Ridgeland Avenue; on-street bike lanes along 175<sup>th</sup> Street west of Ridgeland Avenue and an off-street multi-use path along Ridgeland Avenue; eliminated ditches/swales for easier maintenance and improved drainage; and landscaping, signing, pavement markings, engineering and other highway appurtenances.

Village also requested to include the installation, upgrade, and/or relocation of water main, force main, sanitary sewer, street lighting and landscaping, including but not limited to the upgrade of the traffic signals and installation of street lighting.

The Village has agreed to accept jurisdiction of and ownership for 175<sup>th</sup> Street from Oak Park Avenue to Ridgeland Avenue, and Ridgeland Avenue from 175<sup>th</sup> Street to Oak Forest Avenue 21 calendar days after acceptance of the construction improvements by the Village.

The total cost and breakdowns for this project were approved by the Board back on 9/6/22 under the Intergovernmental Agreement.

Staff Direction Request:

1. Approve JT between the Village and CCDOTH and direct to Village Board for approval.
2. Direct Staff as necessary.

Attachments:

1. Local Agency Agreement for Jurisdictional Transfer with CCDOTH (BLR 05212)
2. Exhibit #1 – Location Map
3. Village Ordinance



<b>Local Agency No. 1</b> (Conveyor)	<b>Local Agency No. 2</b> (Recipient)
Municipality: -----	Municipality: VILLAGE OF TINLEY PARK
Township/Road District: -----	Township/Road District: -----
County: COOK	County: -----

In accordance with authority granted in Section 4-409 of the Illinois Highway Code, this agreement is made and entered into between the above Local Agency No. 1, hereinafter referred to as "Conveyor" and the above Local Agency No. 2, hereinafter referred to as "Recipient", to transfer the jurisdiction of the designated location from the Conveyor to the Recipient.

**Location Description**

Name 175<sup>TH</sup> STREET Route FAU 1618 (CH B61) Length 0.50 mile (0.80 KM)  
RIDGELAND AVENUE FAU 2780 (CH W37) 0.40 mile (0.64 KM)  
Termini From the east edge of pavement of Oak Park Avenue easterly 0.5 mile to the west edge of pavement of Ridgeland Avenue, in its entirety  
From the south edge of pavement of 175<sup>th</sup> Street northerly 0.40 mile to the south edge of pavement of Oak Forest Avenue, in its entirety

This transfer  does  does not include Structure \_\_\_\_\_

**Include for Municipalities Only**

WHEREAS, the authority to make changes to the Municipal Street System is granted to the Municipality by Section 7-101 of the Illinois Highway Code.

NOW THEREFORE IT IS AGREED that the corporate authority of said municipality will pass an ordinance providing for the transfer of the above location and shall attach hereto and make a part thereof a copy of the ordinance, and

**Include for Counties Only**

WHEREAS, the authority to make changes to the County Highway System is granted to the County by Section 5-105 of the Illinois Highway Code.

NOW THEREFORE IT IS AGREED that the County Board of said County will pass a resolution providing for the transfer of the above location and shall attach hereto and make a part thereof a copy of the resolution, and

**Include for Township/Road Districts Only**

WHEREAS, the authority to make changes to the Township Road District System is granted to the Highway Commissioner under Section 6-201.3 of the Illinois Highway Code.

The Conveyor Agrees to prepare a map of the above location and attach a copy of such location map hereto.

IT IS MUTUALLY AGREED, that this jurisdictional transfer will become effective:

upon IDOT approval  21 calendar days after notification of acceptance by the Village of Tinley Park of the construction project identified as Section 20-B6125-00-PV

**Supplements**

Additional information and/or stipulations, if any, are hereby attached and identified below as being a part of this agreement.

Supplement Addendum #1 (Location Map), Addendum #2 (Village Ordinance), Addendum #3 (County Resolution), Addendum #4 (Stipulations)  
(Insert supplement numbers or letters and page numbers, if applicable)

IT IS FURTHER AGREED, that the provisions of this agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

APPROVED BY CONVEYOR

APPROVED BY RECIPIENT

Name Toni Preckwinkle

Name Michael W. Glotz

Title President, Cook County Board of Commissioners  
Chairman County Board/Mayor/Village President/etc.

Title Mayor, Village of Tinley Park  
Chairman County Board/Mayor/Village President/etc.

Signature \_\_\_\_\_

Signature \_\_\_\_\_

APPROVED

STATE OF ILLINOIS

DEPARTMENT OF TRANSPORTATION By: \_\_\_\_\_

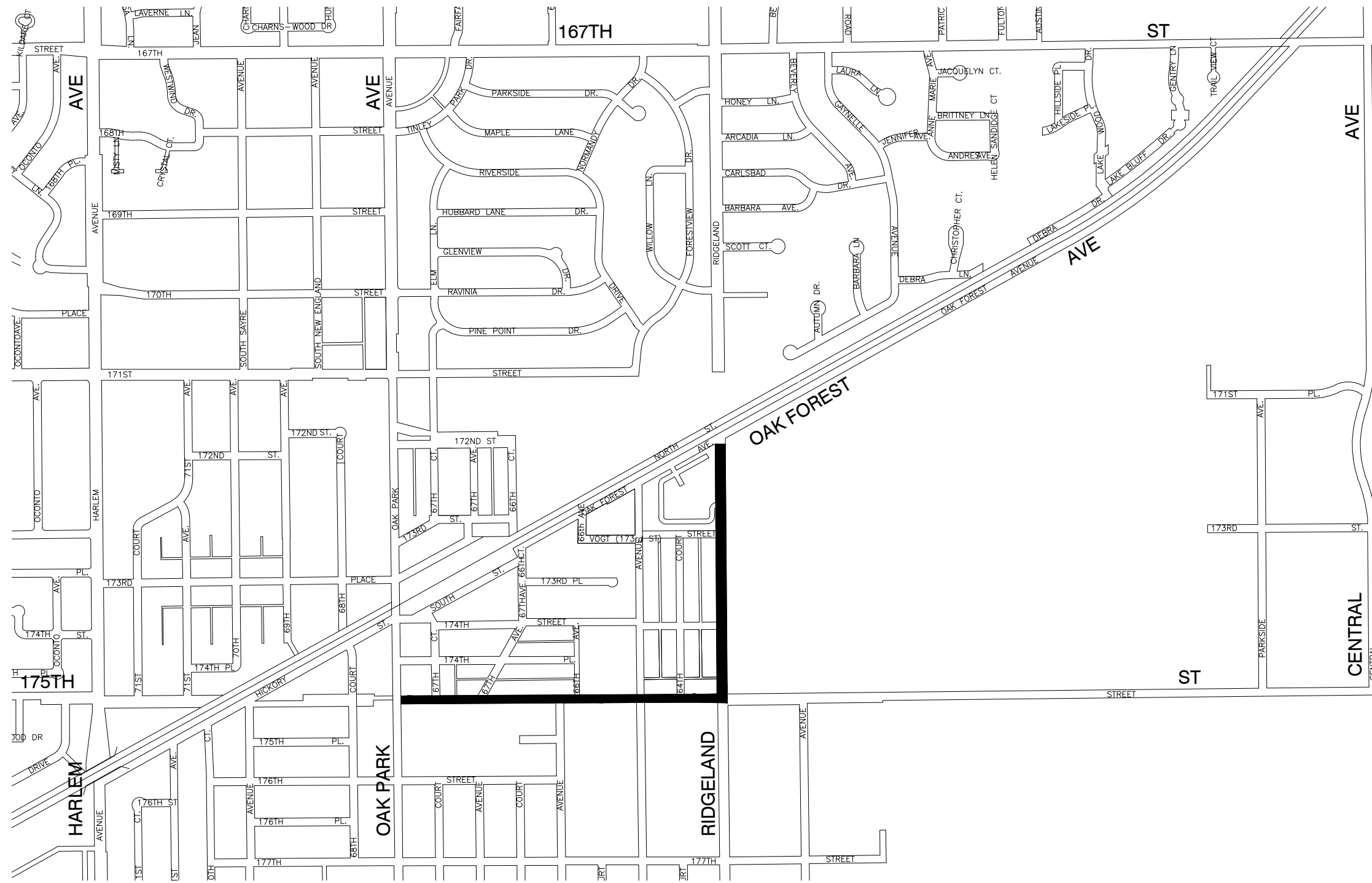
Director of Highways

Date

# VILLAGE OF TINLEY PARK, ILLINOIS

EXHIBIT #1

175TH STREET (FAU 1618) - OAK PARK AVENUE EASTERLY 0.5 MILE (0.8 KM) TO RIDGELAND AVENUE  
RIDGELAND AVENUE (FAU 2780) - 175TH STREET NORTHERLY 0.4 MILE (0.64 KM) TO OAK FOREST AVENUE



■ JURISDICTIONAL TRANSFER LIMITS

LOCATION MAP



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**THE VILLAGE OF TINLEY PARK**

**Cook County, Illinois**

**Will County, Illinois**

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**ORDINANCE  
NO. 2022-O-098**

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**AN ORDINANCE AUTHORIZING THE JURISDICTIONAL TRANSFER  
WITH COOK COUNTY DEPARTMENT OF TRANSPORTATION AND  
HIGHWAYS FOR 175<sup>TH</sup> STREET RECONSTRUCTION PROJECT**

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**MICHAEL W. GLOTZ, PRESIDENT  
NANCY 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**

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**VILLAGE OF TINLEY PARK**

Cook County, Illinois

Will County, Illinois

**ORDINANCE NO. 2022-O-098**

**AN ORDINANCE AUTHORIZING THE JURISDICTIONAL TRANSFER WITH COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAYS FOR 175<sup>TH</sup> STREET RECONSTRUCTION PROJECT**

**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 previously adopted an Intergovernmental Agreement (IGA) for this project and is now willing enter into an agreement for transfer of jurisdiction for the limits of 175<sup>th</sup> Street (FAU 1618/CH B61) stated below, to its Municipal Street System.

**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 the Village of Tinley Park and its residents to provide for the addition of 175<sup>th</sup> Street (FAU 1618/CH B61) from the east edge of pavement of Oak Park Avenue easterly 0.50 mile to the west edge of pavement of Ridgeland Avenue, in its entirety, and Ridgeland Avenue (FAU 2780/CH W37) from the south edge of pavement of 175<sup>th</sup> Street northerly 0.40 mile to the south edge of pavement of Oak Forest Avenue, in its entirety; and

**NOW, THEREFORE, BE IT ORDAINED** 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 facts as if said recitals were fully set forth herein.

**SECTION 2:** That the addition of 175<sup>th</sup> Street (FAU 1618/CH B61) and Ridgeland Avenue (FAU 2780/CH W37) be added to the Village’s Municipal Street System twenty-one (21) calendar days after notification of acceptance by the Village of Tinley Park of the construction project identified as Section 20-B6125-00-PV and attached hereto as **Exhibit #1**.

**SECTION 3:** That this Ordinance shall be in full force and effect from and after its adoption and approval.

**SECTION 4:** That the Village Clerk is hereby ordered and directed to publish this Ordinance in pamphlet form, and this Ordinance shall be in full force and effect from and after its passage, approval, and publication as required by law.

PASSED THIS 20th day of December, 2022.

AYES:

NAYS:

ABSENT:

APPROVED THIS 20th day of December, 2022.

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VILLAGE PRESIDENT

ATTEST:

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VILLAGE CLERK

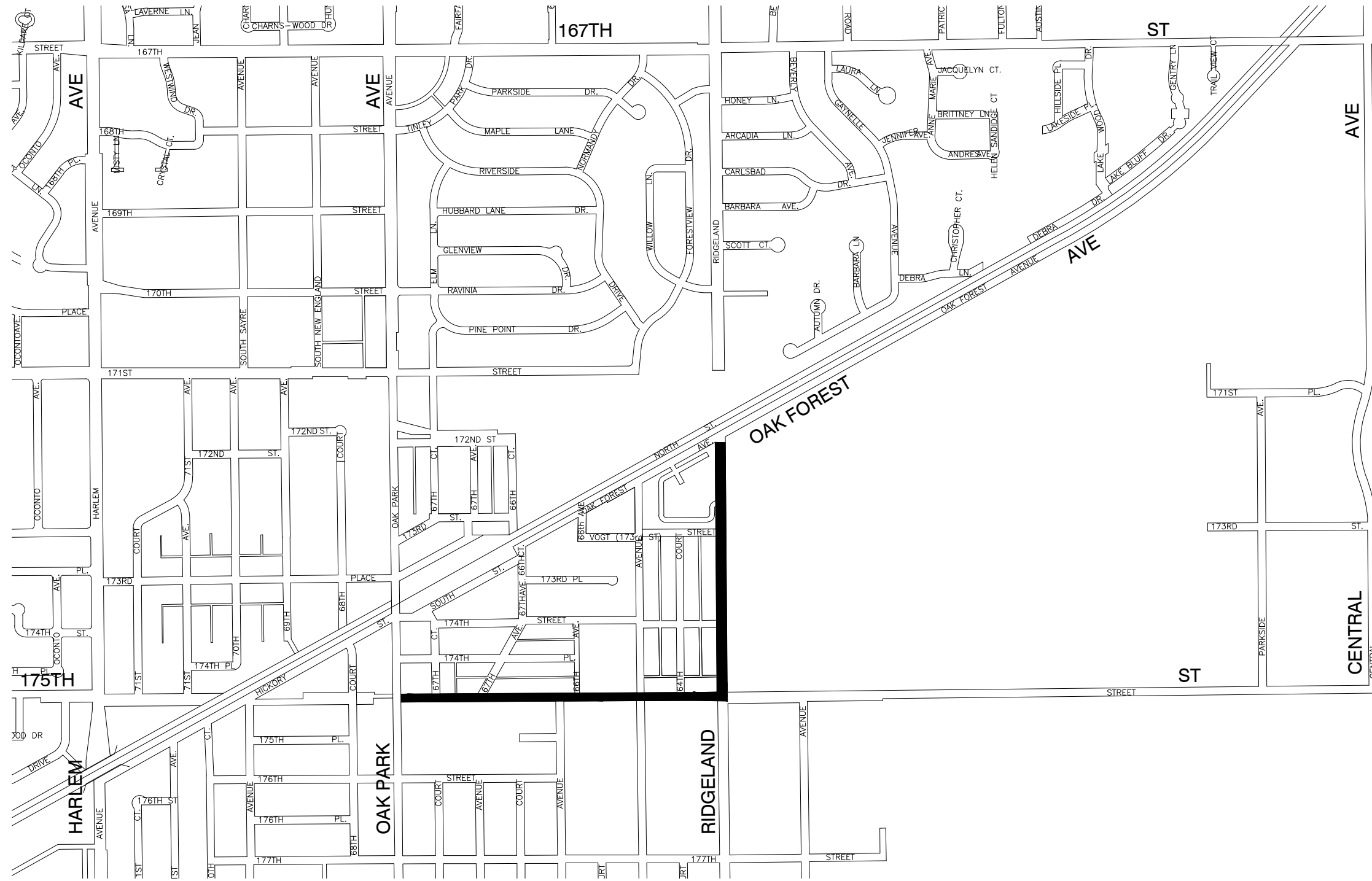
# Exhibit 1



# VILLAGE OF TINLEY PARK, ILLINOIS

EXHIBIT #1

175TH STREET (FAU 1618) - OAK PARK AVENUE EASTERLY 0.5 MILE (0.8 KM) TO RIDGELAND AVENUE  
RIDGELAND AVENUE (FAU 2780) - 175TH STREET NORTHERLY 0.4 MILE (0.64 KM) TO OAK FOREST AVENUE



■ JURISDICTIONAL TRANSFER LIMITS

LOCATION MAP



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

CERTIFICATE

I, NANCY 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 Ordinance No. 2022-O-098, **“AN ORDINANCE AUTHORIZING THE JURISDICTIONAL TRANSFER WITH COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAYS FOR 175<sup>TH</sup> STREET RECONSTRUCTION PROJECT”** which was adopted by the President and Board of Trustees of the Village of Tinley Park on December 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 December, 2022.

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VILLAGE CLERK



# Interoffice Memo

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**Date:** December 12, 2022

**To:** Pat Carr – Village Manager  
Hannah Lipman – Assistant Village Manager  
John Urbanski – Public Works Director

**From:** Arlan Schattke, PE – Village Engineer

**Subject:** Helipad Improvements – Dry Utility Coordination, Christopher B. Burke Engineering Ltd. Professional Services Agreement; Supplement #1

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

Description: Christopher B Burke Engineering Ltd. (CBBEL) began working on the Engineering design and coordination for the dry utility design and relocations that are proposed for the Helipad Improvements Project. The original Engineering Service Agreement was executed by the Village Manager on 6/1/22. A separate electric service line was deemed required to power all the proposed improvements for the Helipad. Therefore, a supplement to the original Engineering Service Agreement is needed to incorporate the electric service into the overall design.

Budget/Finance: Funding in the amount of \$2,250,000 was allocated to this project in the FY23 Budget.

Staff Direction Request:

1. Approve the Professional Services Agreement - Supplement #1 between the Village and CBBEL for the electric service feed for the Helipad Improvements.
2. Direct Staff as necessary.

Attachments:

1. Helipad Improvements Dry Utility Coordination Professional Services Agreement Supplement #1.

## AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into this 20<sup>th</sup> day of December, 2022 (“Effective Date”), between the Village of Tinley Park, Illinois (“Village”), located at 16250 South Oak Park Avenue, Tinley Park, IL 60477, and Christopher B. Burke Engineering Ltd. (“Consultant”), collectively the “Parties” for the following project:

### I. Services

- A. Consultant agrees to provide, as an independent contractor to the Village, the professional services included in Exhibit A, attached hereto and made a part hereof, as well as such other or incidental services as may be necessary to carry out said professional services, as well as any other professional services requested by the Village as mutually agreed to by the parties (hereinafter the “Services”). The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality in compliance with applicable laws, ordinances and regulations. The express terms of this Agreement shall take precedence and control over any term or provision of any Exhibit that in any way conflicts with, differs from, or attempts to alter the terms of this Agreement.
- 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:

Christopher B. Burke Engineering Ltd.

9575 West Higgins Road, Suite 600

Rosemont, Illinois 60018

OR TO:

Village of Tinley Park

Village Manager

16250 South Oak Park Avenue

Tinley Park IL. 60477

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

VII. INTERPRETATION

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

VIII. WAIVER.

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

**IX. SEVERABILITY**

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

**X. ENTIRE UNDERSTANDING**

This Agreement sets forth all of the entire understanding of the parties relative to the subject hereof and supersedes any and all prior agreements, express or implied, oral or written. No amendment or modification of this Agreement shall be effective unless reduced to writing and executed by the parties.

**XI. TERMINATION**

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

IN WITNESS WHEREOF, the Village of Tinley Park and (Insert Consultant). have executed this agreement.

**VILLAGE OF TINLEY PARK**

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

By: \_\_\_\_\_

By: \_\_\_\_\_

Village President

ITS \_\_\_\_\_

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

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

**CERTIFICATIONS BY CONSULTANT**

**Eligibility to Contract**

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

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

\_\_\_\_\_  
Submitted by (signature)

\_\_\_\_\_  
Title

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

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

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

\_\_\_\_\_  
Submitted by (signature)

\_\_\_\_\_  
Title



**Certificate of Compliance with Illinois Drug-Free Workplace Act**

The undersigned, **having 25 or more employees**, does hereby certify pursuant to section 3 of the Illinois Drug Free Workplace Act (30 ILCS 580/3) that it shall provide a drug-free workplace for all employees engaged in the performance of the work under the contract by complying with the requirements of the Illinois Drug-Free Workplace Act and, further certifies, that it is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

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

\_\_\_\_\_  
Submitted by (signature)

\_\_\_\_\_  
Title

**Certificate Regarding Sexual Harassment Policy**

The undersigned does hereby certify pursuant to section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) that it has a written sexual harassment policy that includes, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and Human Rights Commission; (vi) direction on how to contact the Department of Human Rights and Human Rights Commission; and (vii) protection against retaliation.

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

\_\_\_\_\_  
Submitted by (signature)

\_\_\_\_\_  
Title

**EXHIBIT A**

**Scope of Professional Services**

**Work as specified in the Proposal for Professional Engineering Services Proposed Dry Utility Design and Coordination for the Parkway of 183<sup>rd</sup> Street at the Helipad Facility and Police Department Supplement #1 – Proposed Helipad Utility Service, Dated November 30, 2022**



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

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

November 30, 2022

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

Attention: Mr. Arlan Schattke, PE, Village Engineer

Subject: Proposal for Professional Engineering Services  
Proposed Dry Utility Design and Coordination for the Parkway of  
183<sup>rd</sup> Street at the Helipad Facility and Police Department'  
**Supplement #1 – Proposed Helipad Utility Service**

Dear Mr. Schattke:

As requested, Christopher B. Burke Engineering, Ltd. (CBBEL) is submitting this proposal for professional engineering services related to the design of proposed dry utility service for the Helipad Site Facilities. Below is our Understanding of Assignment, Scope of Services and Estimate of Fee for your consideration.

**UNDERSTANDING OF ASSIGNMENT**

It is our understanding that the Village of Tinley Park wants to design new underground electrical infrastructure from the existing utilities located along the 183<sup>rd</sup> Street north parkway at the Helipad/Fire Training Facility. This new electrical service will be in addition to the existing site service that is to remain active. The Village has not made preliminary contact with ComEd to coordinate this work. This work will be coordinated further with ComEd through meetings on-site and off-site to provide ComEd with guidance as to where the proposed infrastructure can be placed. This will include preferential alignments and above grade equipment placement locations for items such as transformers, switch boxes, splice pits, structures and pedestals. ComEd will require additional engineering deposits from the Village prior to starting their design. Once the deposits are paid by the Village, they will complete their design. We understand that no deposit has been paid to ComEd or any other utilities that may be required to relocate on the Helipad site.

It is our understanding that CBBEL will design plans for a contractor to install underground conduit and equipment pads/foundations that the utility companies will use to install their cables and equipment. CBBEL will include these designs into the bidding plans and contract documents showing the proposed alignments for new service lines will feed the new infrastructure improvements for the proposed Helipad facilities and utility requirements. This work will be completed in conjunction with the undergrounding of the 183<sup>rd</sup> Street dry utilities

that CBBEL is currently designing/coordinating. All existing utility services for the Helipad site will be connected to the new underground utility lines on 183<sup>rd</sup> Street.

The Helipad site is owned by the Village, therefore, the preparation of any required easements to the site are not included with this scope of work. If easements are required, CBBEL will provide a separate proposal to the Village to perform this work.

ComEd will prepare their own separate plans for their new facilities utilizing the utility conduits and foundations designed by CBBEL in accordance with the company's own equipment requirements.

CBBEL assumes that we will utilize the proposed plans provided by Primera for the Helipad site and CBBEL will also use existing survey and/or aerial maps as base files. CBBEL assumes that proposed electrical loads required for the new service will be provide by Primera and/or the Village.

### **SCOPE OF SERVICES**

Task 1 – Data Collection and Project Coordination Meetings: CBBEL will coordinate joint meetings with the utility companies. These meetings will be a combination of field meetings as well as office meetings with all utilities affected by the project scope. The purpose of these meetings will be to coordinate design efforts by each utility company, discuss costs associated with the work, and to coordinate with the utility companies in preparation and completion of the design drawings.

Task 2 – Construction Plans and Bidding Document Preparation: Based on the design drawings provided by each of the affected utility companies, CBBEL will design "For Construction" plans incorporating the proposed conduits and above grade appurtenances required by the utilities to accommodate the proposed main cabling to replicate their existing overhead infrastructure to underground. CBBEL will design and prepare plans to facilitate the new secondary services to each of the new facilities within the site, if required. This will include the verification of existing electric service sizes, providing new conduits, cabling and metering devices to receive the underground services from the new utility main infrastructure. The plans and bidding documents will be submitted to the utility companies and the Village for review and approval.

Task 3 – Summary of Quantities and Cost Estimate: Based on the work described above, an opinion of probable construction cost will be prepared along with a Summary of Quantities. This estimate will only be for the infrastructure to be installed under Task 2 for the utility companies to locate their utilities. **Each utility will have their own design, material and labor costs associated with their project scope which is not included in this proposal.**

### **ESTIMATE OF FEE**

Task 1 – Data Collection and Project Coordination Meetings	\$	1,500
Task 2 – Construction Plans and Bidding Document Preparation	\$	6,600
Task 3 – Summary of Quantities and Cost Estimate	\$	1,320
Direct Costs	\$	500
<b>TOTAL</b>	<b>\$</b>	<b>9,920</b>

This proposal does not include any construction observation services or easement preparation.

We will bill you at the hourly rates specified on the attached Schedule of Charges and establish our contract in accordance with the Agreement for Professional Services between the Village of Tinley Park and CBBEL that is already on file. Please note that any requested meetings or additional services are not included in the preceding fee estimate and will be billed at the attached hourly rates.

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

Sincerely,



Michael E. Kerr, PE  
President

GAH/pjb

Enclosure: Tinley Park Schedule of Charges

THIS PROPOSAL AND SCHEDULE OF CHARGES ACCEPTED FOR  
THE VILLAGE OF TINLEY PARK

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

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

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

Village of Tinley Park  
Effective 7/1/2022 through 4/30/2023

**CHRISTOPHER B. BURKE ENGINEERING, LTD.**  
**STANDARD CHARGES FOR PROFESSIONAL SERVICES**  
**REVISED, SEPTEMBER 2018**

<u>Personnel</u>	Charges* (\$/Hr)
Principal	265
Engineer VI	239
Engineer V	197
Engineer IV	160
Engineer III	144
Engineer I/II	113
Survey V	219
Survey IV	185
Survey III	162
Survey II	118
Survey I	93
Engineering Technician V	187
Engineering Technician IV	152
Engineering Technician III	137
Engineering Technician I/II	80
CAD Manager	166
Assistant CAD Manager	144
CAD II	144
CAD I	111
GIS Specialist III	139
GIS Specialist I/II	80
Landscape Architect	160
Environmental Resource Specialist V	206
Environmental Resource Specialist IV	160
Environmental Resource Specialist III	132
Environmental Resource Specialist I/II	108
Environmental Resource Technician	108
Administrative	101
Engineering Intern	61
Information Technician III	122
Information Technician I/II	110
<u>Direct Costs</u>	
Outside Copies, Blueprints, Messenger, Delivery Services, Mileage	Cost + 12%

\*Charges include overhead and profit

**EXHIBIT B**

**Fee Schedule**

**Fee as specified in the Proposal for Professional Engineering Services Proposed Dry Utility Design and Coordination for the Parkway of 183<sup>rd</sup> Street at the Helipad Facility and Police Department Supplement #1 – Proposed Helipad Utility Service, Dated November 30, 2022**

## 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 Liability --Combined 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





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/11/2022

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

<b>PRODUCER</b> Donne Insurance Group, Inc 7777 W. 159th Street Suite B Tinley Park IL 60477		<b>CONTACT NAME:</b> Gail Pope <b>PHONE (A/C, No, Ext):</b> (708) 429-3100 <b>E-MAIL ADDRESS:</b> Gail.Pope@DonneInsurance.com		<b>FAX (A/C, No):</b> (708) 429-3105
<b>INSURED</b> Christopher B. Burke Engineering Ltd. 9575 W. Higgins Road Suite 600 Rosemont IL 60018		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		<b>INSURER A:</b> The Phoenix Ins Co		25623
		<b>INSURER B:</b> The Travelers Ind Co		25658
		<b>INSURER C:</b> Travelers Prop Cas Ins Co Amer		25674
		<b>INSURER D:</b> Travelers Casualty & Surety		19038
		<b>INSURER E:</b>		
		<b>INSURER F:</b>		

**COVERAGES**

CERTIFICATE NUMBER: 2022-2023

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y		6803H482979	10/15/2022	10/15/2023	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
	<input checked="" type="checkbox"/> Blanket Contractual Liability						MED EXP (Any one person)	\$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:						PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	<b>AUTOMOBILE LIABILITY</b>	Y		BA0R320572	10/15/2022	10/15/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
							\$	
								\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR	Y		CUP2C769665	10/15/2022	10/15/2023	EACH OCCURRENCE	\$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$ 10,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000							\$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	N/A		UB7J091851	10/15/2022	10/15/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

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

Project:All Projects- Additional Insured:Village of Tinley Park- General liability policy includes blanket additional insured status, primary and non-contributory coverage and waiver of subrogation. Workers compensation policy includes waiver of subrogation. 30 day notice of cancellation. Umbrella follows form.

**CERTIFICATE HOLDER****CANCELLATION**

Village of Tinley Park 16250 south Oak Park Avenue  Tinley Park IL 60477	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <i>William A. Donne</i>
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/19/2022

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.

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<b>PRODUCER</b> Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT NAME:</b> Willis Towers Watson Certificate Center <b>PHONE (A/C, No. Ext):</b> 1-877-945-7378 <b>FAX (A/C, No):</b> 1-888-467-2378 <b>E-MAIL ADDRESS:</b> certificates@willis.com																					
<b>INSURED</b> Christopher B. Burke Engineering, Ltd. 9575 W. Higgins Road Suite 600 Rosemont, IL 60018	<table border="1"> <tr> <td colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td>NAIC #</td> </tr> <tr> <td>INSURER A:</td> <td>Lexington Insurance Company</td> <td>19437</td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Lexington Insurance Company	19437	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

**COVERAGES**

CERTIFICATE NUMBER: W24789549


REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OT-HER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	<b>PROFESSIONAL LIABILITY</b>			031565474	06/01/2022	06/01/2023	<b>EACH CLAIM</b>	\$2,000,000
							<b>AGGREGATE</b>	\$4,000,000

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

**CERTIFICATE HOLDER****CANCELLATION**

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

**EXHIBIT D**

**Insurance Certificates**

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

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

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

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

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

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

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

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

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

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

h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

**2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

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

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

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

COMMERCIAL GENERAL LIABILITY

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

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

4. The following definition is added to the **DEFINITIONS** Section:

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

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





**WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY  
ENDORSEMENT WC 00 03 13 (00) -**

POLICY NUMBER: UB-7J091851-18-47-G

**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 any one not named in the Schedule.

**SCHEDULE**

**DESIGNATED PERSON:**

**DESIGNATED ORGANIZATION:**

**ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED  
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS  
WAIVER.**

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

## **BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

### **PROVISIONS**

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

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph a. and paragraph d. of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

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

## **BUSINESS AUTO EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

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

- |  |  |
|--|--|
| <p><b>A. BROAD FORM NAMED INSURED</b></p> <p><b>B. BLANKET ADDITIONAL INSURED</b></p> <p><b>C. EMPLOYEE HIRED AUTO</b></p> <p><b>D. EMPLOYEES AS INSURED</b></p> <p><b>E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS</b></p> <p><b>F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS</b></p> <p><b>G. WAIVER OF DEDUCTIBLE – GLASS</b></p> | <p><b>H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT</b></p> <p><b>I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT</b></p> <p><b>J. PERSONAL PROPERTY</b></p> <p><b>K. AIRBAGS</b></p> <p><b>L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS</b></p> <p><b>M. BLANKET WAIVER OF SUBROGATION</b></p> <p><b>N. UNINTENTIONAL ERRORS OR OMISSIONS</b></p> |
|--|--|

### **PROVISIONS**

**A. BROAD FORM NAMED INSURED**

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

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

**B. BLANKET ADDITIONAL INSURED**

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

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

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

**C. EMPLOYEE HIRED AUTO**

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

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

2. The following replaces Paragraph b. in B.5., **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your



## COMMERCIAL AUTO

permission, while performing duties related to the conduct of your business.

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

### D. EMPLOYEES AS INSURED

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

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

### E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

### F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

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

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

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., **Limits Of Insurance**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., **Limits Of Insurance**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

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

**G. WAIVER OF DEDUCTIBLE – GLASS**

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

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

**H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT**

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

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

**I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT**

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

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

**J. PERSONAL PROPERTY**

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

**Personal Property**

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

- (1) Owned by an "insured"; and

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

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

No deductibles apply to this Personal Property coverage.

**K. AIRBAGS**

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

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

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

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

**L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS**

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

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

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

**M. BLANKET WAIVER OF SUBROGATION**

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

**5. Transfer Of Rights Of Recovery Against Others To Us**

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

COMMERCIAL AUTO

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

**N. UNINTENTIONAL ERRORS OR OMISSIONS**

The following is added to Paragraph B.2., **Concealment, Misrepresentation, Or Fraud**, of SECTION IV – BUSINESS AUTO CONDITIONS:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

**PUBLIC  
COMMENT**

**ADJOURNMENT**