

**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, March 21, 2023, 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 MARCH 7, 2023.
4. DISCUSS CLASS P LIQUOR LICENSE FOR HAWAII FLUID ART, 17022 OAK PARK AVENUE, UNIT 104.
5. DISCUSS THE PURCHASE OF MICROSOFT OFFICE 365 LICENSES FROM IT PARTNER, LLC.
6. DISCUSS PURCHASE OF A MAKO BREATHING AIR COMPRESSOR WITH AIR ONE EQUIPMENT, INC.
7. DISCUSS SUPPLEMENTAL ENGINEERING AGREEMENT FOR 94<sup>TH</sup> AVENUE ROADWAY IMPROVEMENTS WITH ROBINSON ENGINEERING.
8. DISCUSS INTERGOVERNMENTAL AGREEMENT WITH THE BOARD OF EDUCATION OF LINCOLN-WAY COMMUNITY HIGH SCHOOL DISTRICT 210.
9. DISCUSS BULK FUEL PURCHASE WITH AL WARREN OIL COMPANY, INC.
10. DISCUSS IRRIGATION MAINTENANCE CONTRACT WITH AQUAMIST PLUMBING AND SPRINKLING.
11. DISCUSS LAWN TREATMENTS CONTRACT WITH TRUGREEN LANDSCAPE PARTNERSHIP.
12. DISCUSS LANDSCAPE MAINTENANCE MOWING CONTRACT WITH ESCAPE GARDENS AND DESIGN, LLC.
13. RECEIVE PRESENTATION OF DRAFT 2024 FISCAL YEAR BUDGET.
14. DISCUSS HARMONY SQUARE PROJECT:
  - a. THE LAKOTA GROUP
  - b. R.C. WEGMAN CONSTRUCTION
  - c. CHRISTOPHER B. BURKE ENGINEERING
  - d. ROBINSON ENGINEERING
15. RECEIVE COMMENTS FROM THE PUBLIC.

ADJOURNMENT

NANCY M. O'CONNOR, VILLAGE CLERK

**ROLL**

**CALL**

**MINUTES**  
**Meeting of the Committee of the Whole**  
**March 7, 2023 – 6:00 p.m.**  
**Village Hall - Council Chambers**  
**16250 S Oak Park Ave.**  
**Tinley Park, IL 60477**

**Item #1** - At 6:00 p.m. the regular meeting of the Committee of the Whole was called to order.

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

Members Present: M. Mueller, President Pro Tem  
N. O'Connor, Village Clerk  
W. Brady, Village Trustee  
W. Brennan, Village Trustee  
D. Galante, Village Trustee  
D. Mahoney, Village Trustee  
C. Sullivan, Village Trustee  
M. Glotz, Village President

Members Absent:

Staff Present: P. Carr, Village Manager  
H. Lipman, Assistant Village Manager  
M. Walsh, Police Chief  
D. Adamski, Assistant Finance Director  
S. Klotz, Fire Chief  
D. Ritter, Community Development Director  
J. Urbanski, Public Works Director  
P. O'Grady, Village Attorney

Others Present:

**Item #3 - CONSIDER APPROVAL OF THE MINUTES OF THE COMMITTEE OF THE WHOLE MEETING HELD FEBRUARY 21, 2023** – Motion was made by Trustee Brady, seconded by Trustee Brennan to approve the minutes of the Committee of the Whole meeting held on February 21, 2023. 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 – DISCUSS CLASS D LIQUOR LICENSE FOR THE LUCKY HOT DOG, 8020 171st STREET** – The petitioner, The Lucky Hot Dog, has approached the Mayor's Office seeking a Class D license for their establishment located at 8020 171<sup>st</sup> Street to supplement their existing business operations amidst rising operational expenditures as well as to provide more options to customers. The food menu includes a variety of salads, burgers, sandwiches, and side items.

Trustee Galante asked for confirmation that the establishment is not within 100 feet of a school. Hannah Lipman, Assistant Village Manager, stated she did not believe it was but will confirm this before the Village Board meeting.

Motion was made by Trustee Mahoney, seconded by Trustee Sullivan to recommend a Class D liquor license for The Lucky Hot Dog, 8020 171<sup>st</sup> Street be forwarded to the Village Board. Vote by roll call. Ayes: Brady, Brennan, Mahoney, Mueller, Sullivan. Nays: Galante. Absent: None. President Pro Tem Mueller declared the motion carried.

**Item #5 – CONSIDER AGREEMENT RENEWAL AND AMENDMENT WITH SIMPLE RECYCLING** – Simple Recycling is a free textile and soft recycling program that has been utilized by Tinley Park residents since July 20, 2021.

Due to recent staffing challenges and increasing costs, changes have been made to processes which includes requiring residents to schedule pick-ups via the Simple Recycling website or by phone instead being automatically picked up on their garbage day. Considering these changes, the Village amended its contract with Simple Recycling accordingly.

Trustee Galante asked how much revenue was generated for the Village in the past year and if this is a benefit to the Village. President Pro Tem Mueller stated the benefit is an additional recycling option for residents.

Motion was made by Trustee Mueller, seconded by Trustee Sullivan to recommend an agreement renewal and amendment with Simple Recycling 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 - 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 Mahoney, seconded by Trustee Brady, 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 6:12 p.m.



# Interoffice Memo

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**Date:** March 21, 2022  
**To:** Village Board of Trustees  
**From:** Kristin Thirion  
**Subject:** Hawaii Fluid Art - Class P Liquor License Request

The petitioner, Dave King, has approached the Mayor's Office seeking a Class P license for a new *Hawaii Fluid Art* location at 17022 Oak Park Avenue, Unit 104.

*Hawaii Fluid Art* offers one-on-one classes, group classes, and special event sessions. Each class/session lasts approximately one hour, and this Tinley Park location will be the first in Illinois.

The petitioner wishes to provide his customers with the option of bringing a bottle of wine to sessions. Mr. King has no interest in selling, giving away, or serving any alcoholic beverages, as it is imperative to him that the business remain art-centric while embracing opportunities to collaborate with local businesses.

February 8, 2023

17200 unit 104 Oak Park Ave

Hi Mayor Glotz,

My name is Dave King. I am excited to submit this letter of intent to you. I hope to add another successful business in the legacy district at the address mentioned above.

Hawaii Fluid Art, inspires your inner artist as we help you create a masterpiece you will be proud to display. Hawaii Fluid Art, will have an art gallery and retail section with a variety of art on display and for sale. We will also offer painting classes or 1 hour sessions for one-on-one instruction or small groups. The beauty of Hawaii Fluid Art, aside from the masterpieces that come out of them, is that they're easy to create and fun for families, friends, colleagues, and neighbors. Whether you're celebrating a birthday, marriage, date night or the fact that it's Saturday, there's nothing better than rolling up your sleeves and learning a new skill.

All 25 of the liquor license classifications listed are for selling, dispensing, pouring, mixing, giving away or otherwise serving any alcoholic liquor but we will not be doing any of the above. My staff and I will not be selling, pouring or even serving alcohol but we do want our customers to have the option to bring in a bottle of wine (from Sip) on ladies night out, for example. Occasional BYOB. Would this concept require a liquor license? What classification would I apply for, if so? I apologize if I missed something and certainly appreciate your time.

Sincerely,

Dave King Hawaii Fluid Art 708-921-8551



# Interoffice Memo

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**Date:** March 15, 2023

**To:** Village Board

**Cc:** Patrick Carr, Hannah Lipman

**From:** Anthony Ardolino

**Subject:** Purchase of Office 365 Annual Licenses

Presented for March 21, 2023 Committee of the Whole meeting discussion and action:

**Description:** Approve the purchase of Microsoft Office 365 licenses.

**Background:** In March of 2022 the Village of Tinley Park moved to the Microsoft cloud based Office 365 platform. Microsoft Office 365 offers several enhancements and functionality which were not available under the Villages previous license agreement and on premise solution.

There are two tiers of Office 365 users, application and web-only. Application Office 365 users will have access to all office applications including outlook, word, excel etc.. whereas the web-only users will use a web browser to access their email and office products. As the Village migrates more items to the Microsoft cloud the percentage of web-only users will continue to increase.

In order to receive lowest pricing the Village advertised a public invitation for bid (IFB). The Village received ten (10) valid proposals by the submission deadline. The lowest cost for the annual Office 365 subscription was provided by IT Partner LLC with a cost of \$96,720.00

**Budget/Finance:** Funding is budgeted and available in the approved FY23 operating budget via the Software License and Support GL in the IT account 01-16-000-72655

**Staff Direction Request:** Award the purchase of Microsoft Office 365 licensing with IT Partner LLC for the cost of \$96,720.00.

**Attachments:**

1. Invitation to bid Microsoft Office 365 Licensing
2. IT Partner bid proposal
3. Bid tab sheet for all proposals





**VILLAGE OF TINLEY PARK, ILLINOIS**

**INVITATION FOR BID (IFB)**

**IFB TITLE: MICROSOFT OFFICE 365 LICENSING**

**RESPONSE DUE DATE: March 10th 2023 10:30 AM**

**SUBMIT TO:** VILLAGE OF TINLEY PARK  
ATTN: CLERKS OFFICE IFB MS OFFICE 365  
16250 S. OAK PARK AVE.  
TINLEY PARK, IL 60477

**QUESTIONS & CORRESPONDENCE:** [clerksoffice@tinleypark.org](mailto:clerksoffice@tinleypark.org)

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**INTENT:**

The Village of Tinley Park, (referred to hereafter as “the Village”) seeks proposals from qualified persons or firms interested in providing Microsoft Office 365 licensing. The items will be procured during the Village of Tinley Park’s fiscal year 2023.

**QUESTIONS & CORRESPONDENCE:**

If you wish to receive any correspondence regarding this invitation for bid please register by sending an email to [clerksoffice@tinleypark.org](mailto:clerksoffice@tinleypark.org) and reference the name of this IFB in the subject.

All questions concerning this IFB are to be submitted no less than three (3) business days prior to the response due date via email to [clerksoffice@tinleypark.org](mailto:clerksoffice@tinleypark.org). All questions must clearly identify this IFB by name in the subject, failure to format a question correspondence properly may result in no response from the Village. Answers and addendums will be provided in writing via email to all registered interested respondents in a timely manner. In order to avoid ambiguity related to definitions of words and phrases Appendix A contains a glossary of terms used within this IFB.

**Communication regarding this IFB with the IT Department prior to the due date is explicitly forbidden and may result in nullification of respondent proposal.**

**PROPOSAL SUBMITTAL:**

Sealed proposals must be received at the address provided below no later than 10:30 AM on March 10, 2023. Respondents must submit one (1) original proposal and two (2) additional copies in a sealed envelope clearly marked with the name of this IFB.

As part of the proposal sheet respondents must provide an email address which the Village will use to request an electronic version of the proposal. The electronic version must be the same as the proposal submitted in the sealed envelope (the hardcopy). The Village will request the electronic copy within five (5) business days after the IFB due date. Failure to provide, or absence of a Village request for the electronic copy will not void hardcopy responses. If there is any discretion between the electronic and hardcopy the Village will use the hardcopy as the authoritative source. **The required hardcopy submission is to be delivered to:**

Village of Tinley Park  
ATTN: Clerk's Office RFQ 2023-IFB-XXX  
16250 S. Oak Park Ave.  
Tinley Park, IL 60477

**SCHEDULE OF EVENTS:**

Activity	Date/Time
IFB issuance	2/27/2023
Question cut-off	3/7/2023 10:30 AM
IFB closing	3/10/2023 10:30 AM
Request for electronic copy cut-off	3/17/2023
Notification to successful respondents	3/17/2023
Presentation to Village Board	3/21/2023

**CURRENT SETUP:**

The Village of Tinley Park consists of approximately 500 employees spanning over 10 distinct departments including Police, Fire, 911 Dispatch and Public Works. The Village has a centralized Information Technology department which provides enterprise support to all employees and departments via a mixture of effort from the staff employees, staff augmentation via contractors, and professional services from managed service providers.

All employees are provided Microsoft Office 365 licenses in the government cloud, this provides the office suite, email account and ability for multi-factor authentication. Employees are assigned either a G3 or F3 license, all employees have Azure AD Premium P1.

**SCOPE OF PROJECT:**

The Village is seeking to identify and select a single vendor to provide 12 months of Microsoft Office 365 Government GCC licensing consisting of GCC G3 licenses, GCC F3 licenses and Azure AD Premium P1 for Government licenses.

The section labeled “Detailed Specifications and Quantities” lists the item descriptions and the quantities the Village intends to purchase.

**SOLICITATION PROCESS & PROCEDURES:**

It is the Village’s intent to purchase the total number of items listed in the quantity column from a single vendor. The Village will not accept bids for a subset of the items listed. The Village retains the sole discretion to decrease or increase the quantity of items purchased. If the reduction of quantity would impact the cost of the item the respondent may resubmit the amended pricing.

The respondent is to supply information addressing all items listed. The Proposal Sheet repeats the list of items in the detailed specifications and quantities section and is required as part of the response. **No item substitutions will be accepted.**

**DETAILED SPECIFICATIONS AND QUANTITIES:**

Item #	Item Description	Quantity
1	Office 365 GCC G3	260
2	Office 365 GCC F3	260
3	Azure Active Directory Premium P1 for Government	520

**EXPECTED DELIVERABLES:**

Proposals must include the following clearly marked section(s):

1. Completion of Proposal Sheet – Total costs to the Village for all items and quantities listed in Detailed Specifications and Quantities
2. Completion of Company Profile Worksheet

**PROPOSAL SELECTION:**

Proposal review criteria: Lowest total cost

Selection will be made solely on the lowest priced proposal.

**SPECIAL REQUIREMENTS:**

The following special requirements are necessary for a complete proposal specification. Unless noted otherwise, all special requirements are to be included in the price for each section bid on.

Delivery: The successful respondent will coordinate delivery with the Village's Information Technology department. The equipment will be delivered FOB destination to the Village Hall Building, 16250 S. Oak Park Ave., IL 60477, as directed by the Village Information Technology department.

Invoicing: The vendor shall invoice the Village for the total units delivered. Invoices shall include the purchase order number. Payment shall be made following Village approval of the invoice.

Additions or Removals: The Village has the right to add or remove quantity from this bid. Respondents are advised that although the Village does plan to purchase the full stated amount this is not a promise to purchase. The Village retains the right to increase or decrease the actual quantity purchased based on the 2023 fiscal year budget.

## **PROPOSAL SHEET:**

Note: The Proposer must complete all portions of the Proposal Sheet.

The undersigned, having examined the specifications and all conditions affecting the specified project, offer to furnish all services, labor, and incidentals specified for the price below. The undersigned bidder certifies that they are not barred from bidding on this contract as a result of a conviction for the violation of state laws prohibiting bid rigging or bid rotating and is not delinquent in any taxes to the Illinois Department of Revenue.

It is understood that the Village reserves the right to reject any and all bids and to waive any irregularities and that the prices contained herein will remain valid for a period of not less than ninety (90) days.

I (We) propose to complete the following project as more fully described in the specifications for the following:

Proposing Company Name: \_\_\_\_\_

<b>MICROSOFT OFFICE 365 LICENSING</b>			
<b>Item #</b>	<b>Item Description</b>	<b>Quantity</b>	<b>Annual Price</b>
1	Office 365 GCC G3	260	
2	Office 365 GCC F3	260	
3	Azure Active Directory Premium P1 for Government	520	
<b>Total Price (add items 1,2 &amp; 3)</b>			

INDEMNIFICATION: The bidder hereby agrees to protect, defend, indemnify, and save harmless the Village against loss, damage, or expense from any suit, claim, demand, judgment, cause of action, or shortage initiated by any person whatsoever, arising or alleged to have arisen out of work described herein, except that in no instance shall the Bidder be held responsible for any liability, claim, demand, or cause of action attributable solely to the negligence of the Village.

I hereby certify that the item(s) proposed is/are in accordance with the specifications as noted and that the prices quoted are not subject to change; and that

\_\_\_\_\_ (Company Name) is not barred by law from submitting a bid to the Village for the project contemplated herein and is not delinquent in payment of any taxes to the Illinois Department of Revenue.

**COMPANY PROFILE WORKSHEET:**

Company Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Name (Printed): \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Date: \_\_\_\_\_

## **APPENDIX A: GLOSSARY**

*Electronic version* – A copy of the proposal in common office format (docx, pdf, odt, etc...). The Village will reach out to the respondent via email and ask for this copy to be sent back to the village via email. For security reasons, the Village will not accept electronic copies on physical media. Respondents cannot submit an electronic version as their proposal, the Village will only accept a hardcopy proposal, no exceptions. Questions inquiring if the Village will accept proposals electronically will not warrant a response.

*Fiscal Year 2023* – The Village's fiscal year 2023 began on 5/1/2022 and ends on 4/30/2023

*Hardcopy* – A physical, tangible submission printed on paper. This is a requirement for the proposal.

*Respondent* - The vendor participating in the RFP process.



**IFB TITLE: MICROSOFT OFFICE 365 LICENSING**

# PROPOSAL

for VILLAGE OF TINLEY PARK, ILLINOIS

03/06/2023

Michael Makeyev  
mym@o365hq.com



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### ATTACHEMENTS:

- Microsoft Certifications



## IT PARTNER

Building a future with Microsoft Cloud  
Technologies

# Capability Statement

At IT Partner (an experienced Microsoft Licensing Service Provider, Microsoft Cloud Solutions Productivity, and Gold Certified Partner), we provided cloud managed support and migration services since it wasn't so popular. We honed our experience on hundreds of successful projects which allowed us to offer Office 365 and Azure Setup, Migration and Support services. We also do standard stuff like Microsoft volume licensing, IT support, managed services etc.

## ADVANTAGES

- Microsoft certified engineers with 10+ years of experience in Microsoft Public Cloud projects
- 100% customer satisfaction
- Quick implementation time of two weeks, from start to finish.
- Break-fix and consulting support for one-year post-migration.
  - Unlimited support, 2h reaction time.
  - Consulting, implementation and adoption support – 3 accumulating hours per month.
- Post-migration adoption, including SharePoint Online / Microsoft Teams Initial Setup and document migration, Cloud Phone System Setup, Tenant hardening and email security, DLP / Azure Information Protection, MDM/Intune Setup, etc.

## COMPANY DATA

CAGE CODE: 8BZ81  
NAICS: 541512, 541519, 541511  
DUNS #: 080435062

ADDRESS: 3422 Old Capitol Trail #679,  
Wilmington, DE 19808, USA  
PHONE: +1-844-611-6871 (toll-free)  
+1 480-535-0365  
FAX: +1-800-608-4013  
MAIL: [info@o365hq.com](mailto:info@o365hq.com)

<https://o365hq.com>, <https://buymsssoft.com>

## CORE COMPETENCIES

Microsoft Azure  
Office 365  
Exchange Online  
SharePoint Online  
Microsoft Teams  
Dynamic 365  
Windows  
Server&SCCM

Cloud Computing  
Consulting  
Development  
Implementation  
Managed Services  
Migration  
Security and  
Protection Training

## CERTIFICATIONS

- Gold Application Development
- Gold Cloud Platform
- Silver Collaboration and Content
- Silver Cloud Productivity
- Silver Small and Midmarket Cloud Solutions

**Mike Mackey, Director**

+1 480-535-0365 | [mym@o365hq.com](mailto:mym@o365hq.com)



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**COMPANY PROFILE WORKSHEET:**

Company Name: IT Partner LLC

Street Address: 3422 Old Capitol Trail #679

City, State, Zip: Wilmington, DE 19808

Name (Printed): Michael Makeyev

Signature: 

Title: Director

Phone Number: +1-480-535-0365

Email Address: mym@o3655hq.com, gov@o365hq.com

Date: 03/06/2023



## 2. References

IT Partner has experienced working with a public sector and US organizations helping to deliver the right technology at the right time.

- County of San Bernardino
- Kendall County
- City of Parkersburg
- City of Lago Vista, City and Police Department
- Memphis and Shelby County PAL
- City of St. George
- San Mateo County
- City of Alton
- Department of Defense
- North County Transit District
- Columbus Municipal School District
- ETHNOS Canada
- Western Center on Law and Poverty
- Bipartisan Commission on Biodefense
- St. John's Episcopal SchoolG3ict (The Global Initiative for Inclusive ICTs)
- Brunswick Judicial Circuit Public Defender
- International Boundary Commission
- Camino Nuevo Charter Academy
- Central Oklahoma College
- Crescent View Academy
- Columbus Municipal School District
- Cutler-Orosi JUSD
- North Wildwood School District
- La Academia Dolores Huerta
- Antlers Public Schools
- Tekoa Academy of Accelerated Studies
- Renaissance Academy





### 3. Organizational Information

We understand that any project is only as strong as the team that will deliver. Our proposed IT Partner team is experienced in delivering this type of work nationally across the United States. Many of the selected team members have experience working within the services industry. IT Partner can also leverage Microsoft's global network of subject matter experts to help ensure success.

- IT Partner project team all hold Microsoft certifications, such as Microsoft Certified Systems Engineer and ITIL certificate. The project team has led numerous engagements for architecting, planning, and implementing strategic solutions founded on Microsoft products and offerings.
- IT Partner Team can come onsite as requested by the customer. We propose coming onsite for technical discovery and all training sessions but can come onsite as requested.

#### **Mike Mackey | Director and Microsoft Certified Manager**

[mym@o365hq.com](mailto:mym@o365hq.com) +1 480 535 0365

A highly intellectual and multi-awarded professional with strong management skills in handling technology-related decisions that could enhance, improve and optimize company productivity and mobility and pave the way for resolving company technical difficulties on time and in a cost-effective manner. Outstanding strategist with strong passion in IT and recognized for bringing the best practices and technology to partners and clients. Stay abreast of current technology standards, trending, upcoming technologies and development to ensure the best technology possible for the company. Excellent communicator with strong verbal, written and interpersonal skills that consistently elicit positive interactions with individuals across all levels within the organization.

#### **Dan Appleby | Project Manager**

[da@o365hq.com](mailto:da@o365hq.com) +1 928 351 6748

Experienced as the Project Manager on Microsoft projects during the past ten years with several project being from initiation to completion. Experienced on large projects using project management tools such as Microsoft Project in defining tasks and developing project timelines.

Serves as the coordinator for a large, complex delivery order, or a group of delivery orders affecting the enhancement of legacy systems and/or the development of new systems. Manages all aspects of the vendor's contracts. Organizes, directs, and coordinates the planning and execution of all program and technical support activities for the assigned contract. Provides competent leadership and responsible project direction. Directs the specific delivery of tasks to ensure that the technical solutions and schedules in the delivery order are implemented in a timely manner.

#### **Alex Valitoff | Microsoft Lead Cloud Architect**

[av@o365hq.com](mailto:av@o365hq.com)



Strong background in developing Microsoft networking software applications. In depth experience in implementing, administering and supporting distributed systems. 10+ years of Microsoft engineering experience in a business-to-business, large / strategic customer segment; or a record of achievement and technical solution expertise in a comparable sales role. Product certification, engineering credentials, or equivalent technical credentials. Work in a globally deployed team environment. Implement solutions as outlined during the pre-sales process. Maintain a high level of involvement with current technologies and innovations. Manage enterprise level customer requests with a professional and positive attitude.

**Roman Sotnik | Microsoft Lead Infrastructure Architect**  
[rs@o365hq.com](mailto:rs@o365hq.com)

Experienced as a Technical Project Leader on Microsoft projects from initiation to completion within the past ten years with demonstrated experience leading a technical team with a minimum of ten people. Experienced with structured development methodologies in system development projects in the past five years. Leads designated project phases and/or project phase components as designated by the contract in agile methodology. Leads project staff for on-site or off-site development of complex specialized applications. Provides daily direction to staff assigned to those activities. Executes the successful completion of all pertinent aspects of the system development life cycle as defined by the contract.

**Simon Mucha | Microsoft Cloud Engineer**  
[sm@o365hq.com](mailto:sm@o365hq.com)

Responsible for onboarding, troubleshooting, and maintenance of cloud computing services. Strong communication skills to coordinate with other IT members or teams, negotiate with vendors, and communicate with senior management about cloud-related projects. Experienced with many cloud-related activities, working on Microsoft Azure networking, performing configuration management and disaster recovery tasks, deploying Azure virtual machines in a highly available environment, designing virtual networks that support workloads with a high level of security and performance.

**Alex Nikulin | Software Developer**  
[an@o365hq.com](mailto:an@o365hq.com)

Dynamic Software Engineer skilled at developing complex solutions with possessing strong creative thinking skills, high energy and integrity. Fluent in C, C++, C# and JAVA. Experienced in creating and implementing. Skilled in all phases of the software development lifecycle; expert in translating business requirements into technical solutions; and fanatical about quality, usability, security and scalability. Provided 24/7 On Call technical support problem investigation / resolution. Interacted closely with internal customers to define, implement, test and deploy evolving requirements. Conducted extensive simulation testing of applications throughout development cycle.

**Alex Krush | Microsoft Infrastructure Engineer**  
[ak@o365hq.com](mailto:ak@o365hq.com)

Expert understanding of Microsoft infrastructure technologies and operating systems. Professional experience with depth of IT experience that includes large enterprise infrastructure and middleware



platform services and teams. Experienced to enforce technical development standards, along with creation of enterprise technical documentation for all support/maintenance development activities. Experienced to review client hardware/software roadmaps and provide recommendations which may include a formal RFP process. Bachelor's Degree in Computer Science, Information Systems, Engineering or related field; or equivalent work experience. Exceptional support/maintenance delivery skills.

## **PROPOSAL SHEET:**

Note: The Proposer must complete all portions of the Proposal Sheet.

The undersigned, having examined the specifications and all conditions affecting the specified project, offer to furnish all services, labor, and incidentals specified for the price below. The undersigned bidder certifies that they are not barred from bidding on this contract as a result of a conviction for the violation of state laws prohibiting bid rigging or bid rotating and is not delinquent in any taxes to the Illinois Department of Revenue.

It is understood that the Village reserves the right to reject any and all bids and to waive any irregularities and that the prices contained herein will remain valid for a period of not less than ninety (90) days.

I (We) propose to complete the following project as more fully described in the specifications for the following:

Proposing Company Name: IT Partner LLC

<b>MICROSOFT OFFICE 365 LICENSING</b>			
<b>Item #</b>	<b>Item Description</b>	<b>Quantity</b>	<b>Annual Price</b>
1	Office 365 GCC G3	260	\$56,284.80
2	Office 365 GCC F3	260	\$10,108.80
3	Azure Active Directory Premium P1 for Government	520	\$30,326.40
<b>Total Price (add items 1,2 &amp; 3)</b>			<b>\$96,720.00</b>

INDEMNIFICATION: The bidder hereby agrees to protect, defend, indemnify, and save harmless the Village against loss, damage, or expense from any suit, claim, demand, judgment, cause of action, or shortage initiated by any person whatsoever, arising or alleged to have arisen out of work described herein, except that in no instance shall the Bidder be held responsible for any liability, claim, demand, or cause of action attributable solely to the negligence of the Village.

I hereby certify that the item(s) proposed is/are in accordance with the specifications as noted and that the prices quoted are not subject to change; and that

IT Partner LLC (Company Name) is not barred by law from submitting a bid to the Village for the project contemplated herein and is not delinquent in payment of any taxes to the Illinois Department of Revenue.



#### 4. Cost Proposal

RECURRING PAYMENTS					
Product	SKU	Description	Unit price, USD	Qty	Price, USD
CLOUD SUBSCRIPTIONS - RECURRING PAYMENTS - PER USER, PER 12 MONTH(\$)					
1. <a href="#">Office 365 G3 GCC (12 months)</a>	<a href="#">CSP-ELIT-d54f7a54ce8e-a</a>	Office 365 G3 GCC (12 months)	<del>\$264.00</del> \$216.48	260	\$56,284.80
2. <a href="#">Office 365 F3 GCC (12 months)</a>	<a href="#">CSP-ELIT-b9f131ffbf3d-a</a>	Office 365 F3 GCC (12 months)	<del>\$48.00</del> \$38.88	260	\$10,108.80
3. <a href="#">Azure Active Directory Premium P1 for Government (12 months)</a>	<a href="#">CSP-ELIT-d8d951605d94-a</a>	Azure Active Directory Premium P1 for Government (12 months)	<del>\$72.00</del> \$58.32	520	\$30,326.40
ONGOING SUPPORT SERVICES – MONTHLY PAYMENTS					
4. <a href="#">Cloud services setup and implementation, IT Consulting, hours per recurring</a>	<a href="#">ITPWW200CONOT</a>	Cloud services setup and implementation, IT Consulting, hours per recurring	\$0.00	49	\$0.00
5. <a href="#">Unlimited Office 365 break-fix support</a>	<a href="#">ITPWW190MSPRC</a>	Unlimited Office 365 break-fix support	\$0.00	1	\$0.00
Subtotal: Recurring payments					\$96,720.00

Invoice Subtotal: Recurring and one-time-payment items combined	\$96,720.00
Tax 0%:	\$0.00
Total: Recurring and one-time-payment items combined	<b>\$96,720.00</b>



4/23/2022

To whom it may concern:

I hereby confirm that IT Partner (Office 365 and Azure Solutions) has satisfied the requirements for demonstrating and validating their technical capabilities in the Microsoft Partner Network program.

IT Partner (Office 365 and Azure Solutions) (MPNID: 1620619)  
3422 Old Capitol Trail #679  
Wilmington, DE - 19808  
United States

**Competencies:** Demonstrate technical capabilities in Microsoft products or technologies.

- Gold Application Integration (Expires on 3/15/2023)
- Gold Application Development (Expires on 3/15/2023)
- Gold Cloud Platform (Expires on 3/15/2023)
- Silver Collaboration and Content (Expires on 3/15/2023)
- Silver Cloud Productivity (Expires on 3/15/2023)
- Silver Small and Midmarket Cloud Solutions (Expires on 3/15/2023)

Best Regards,

A handwritten signature in black ink, appearing to read "Dan Truax".

Dan Truax  
General Manager, Partner Digital Experiences and Programs

Microsoft Corporation

## Bid Tab Microsoft Office 365 Licensing

Due: March 10, 2023 10:30AM

Vendor	City	State	Base Bid	Delta from Lowest Bid
IT Partner LLC	Wilmington	DE	96,720.00	0.00
Heartland Business Systems	Lisle	IL	98,069.40	1,349.40
Golden Five LLC	San Pedro	CA	98,271.89	1,551.89
Communication Square LLC	Sheridan	WY	98,803.00	2,083.00
Tomm TQL LLC	Seattle	WA	100,100.00	3,380.00
Go Full Cloud	Boca Raton	FL	101,085.40	4,365.40
American Technology Services	Fairfax	VA	101,237.76	4,517.76
Beartech Inc	Knoxville	TN	107,452.80	10,732.80
HexaCorp LLC	Cumming	GA	107,845.92	11,125.92
Princeton IT Services Inc.	Princeton	NJ	111,641.40	14,921.40



# Interoffice Memo

Issued/Approved by: **Stephen C. Klotz,**  
**Fire Chief Administrator**

**Memo #23-23**

**Date:** March 16, 2023  
**To:** Pat Carr, Village Manager  
**From:** Stephen C. Klotz, Fire Chief Administrator  
**Subject:** Replacement Breathing Air Compressor

The current breathing air compressor used to fill SCBA air bottles has been out of service with no availability for parts due to its age (28 years). The new breathing air compressor was approved in this current budget for the amount of \$45,615.00. The new compressor came in under budget at \$41,865.00 for a \$3,750.00 savings. Please see the attached quote and supporting documents.

Please reach out should you have any questions or concerns regarding this matter.

Sincerely,

**Stephen C. Klotz,**  
**Fire Chief Administrator**  
**Tinley Park Fire Department**

SCK/mb

attach. Air One Quote/Supporting Documents





360 Production Drive  
 South Elgin, IL 60177  
 Phone: 847-289-9000  
 Fax: 847-289-9001  
 Email: airone@aoe.net

# Invoice

Date	Invoice #
3/9/2023	191065

Bill To
TINLEY PARK VFD 16250 OAK PARK AVE TINLEY PARK, IL 60477

Ship To
TINLEY PARK FIRE DEPT. SCOTT FRENCH 7825 W. 167TH ST. TINLEY PARK, IL 60477

Customer P.O. No.	S.O. No.	Terms	Due Date	Ship Date	Ship Via	Rep
	111111	Net 45	4/23/2023	3/9/2023	AIR ONE	JG

Item	Description	Qty	B/O	Price	Amount
BAM07HE3	MAKO BREATHING AIR COMPRESSOR 15HP 20.7CFM 6000 PSI 3-PHASE	1	0	24,995.00	24,995.00
CO MONITOR MAKO	MAKO CARBON MONOXIDE MONITOR WITH AUTO CALIBRATION	1	0	3,450.00	3,450.00
MKBSJH3C4	MAKO FILL STATION 3 POSITION SCBA / SCUBA HIGH PRESSURE MANUAL (SSCFS3-4HP)	1	0	9,570.00	9,570.00
MKBVS30C3H	MAKO 3 CYLINDER RACK FOR UN/ISO CYLINDERS	2	0	650.00	1,300.00
AC50125U	KUNKLE VALVE, RELIEF, 6500, ASME, RELIEF@6500, ENHANCED, SS	6	0	675.00	4,050.00
INSTALLATION-COMP	CUSTOM BREATHING AIR COMPRESSOR INSTALLATION	1		0.00	0.00
TRADE-IN	TRADE-IN / REMOVE EXISTING EQUIPMENT			-1,500.00	-1,500.00

			<b>Total</b>	\$41,865.00
A 3% processing fee will be added to credit card charges over \$500.00.			<b>Payments/Credits</b>	\$0.00
Effective Jan 1, 2021, all returns after 30 days of delivery will incur a 20% restocking fee. Items ordered in connection with natural disasters, pandemic or like situations cannot be returned and orders for such items cannot be cancelled after 10 days of Seller's receipt.			<b>Balance Due</b>	\$41,865.00



Date: March 13, 2023

To: Tim Sarhage  
Air One Equipment, Inc.

From: Eddie Lacefield  
Mako Compressors, Inc.

**Subject: Authorized Distributor Information Request**

To Whom It May Concern:

This letter is to officially confirm Air One Equipment, Inc. as our sole authorized public safety distributor for MAKO products for sales and service in Northeast Illinois (counties listed below).

Winnegago	Boone	Mchenry	Lake
Ogle	Dekalb	Kane	Dupage
Cook	Lee	Kendall	Will
Bureau	La Salle	Grundy	Kankakee
Putnam	Iroquois		

As an authorized MAKO distributor, Air One Equipment, Inc., is the **only** approved company for new unit sales, OEM spare parts, warranty / service for any MAKO breathing air product located within this area. In addition, as an authorized distributor Air One Equipment is required to maintain MAKO certification(s) for service and warranty within their assigned area. Furthermore Air One Equipment service technician(s) are required to renew their service certifications every four years to keep abreast of current product and maintenance procedures. If you have any questions please do not hesitate to contact us.

Sincerely,

*Eddie Lacefield*

Eddie Lacefield  
Territory Sales Manager, Mako Products  
Cell No.: (484)719-3255  
Website: [www.makocompressors.com](http://www.makocompressors.com)



<b>Village of Tinley Park, Illinois</b>	
<b>Capital Outlay Request</b>	
Department	Fire Suppression 01-19
Project Manager	Fire Chief Stephen Klotz
Fiscal Year	FY 2023
Strategic Plan Item? If so, Tier # _____	
ST Routine _____	
ST Complex _____	
LT Routine _____	
LT Complex _____	

I. Description of capital request, and quantity		V. Costs	Unit Cost	Total Cost
1-Breathing air compressor for filling air packs.		Project Costs:		45,615
II. Explanation of Need The current air compressor for filling air bottles which is over 15 years old has been broken and unable to get parts due to its age. We are currently using the compressor at the training tower to fill bottles and that compressor is about 20 years old. In some cases both compressors were down and we had to fill bottles at Orland Fire.		New \$ Carryover \$ Additional \$		
III. Will expenditure require increase in personnel?  No <input checked="" type="checkbox"/> Yes <input type="checkbox"/>  If yes, please provide detail		Project Engineering		
IV. Does this request replace an existing asset?  No <input type="checkbox"/> Yes <input checked="" type="checkbox"/>  if yes, please provide detail and proposed method of disposition Will be removed by vendor and we are given a \$1,500 trade-in.		Other equipment/services		
IT APPROVAL: _____		Maintenance contracts		
MUN.BLDG APPROVAL: _____			Total costs	\$45,615



**AIR ONE  
EQUIPMENT, INC.**

**Air One Equipment, Inc.**  
360 Production Drive, South Elgin IL 60177  
Telephone: (847) 289-9000 Fax: (847) 289-9001  
website: [www.aoe.net](http://www.aoe.net)

**Quotation**



**TO: VILLAGE OF TINLEY PARK FIRE DEPARTMENT**  
**7825 167TH STREET**  
**TINLEY PARK, IL 60477**

**Date:** 11/16/2021

**ATTN: CHIEF S. KLOTZ**

**Ref: MAKO AIR COMPRESSOR**

Qty	Part Number	Description	Each	Extended
1	BAM07HE3	MAKO MODEL BAM07HE3 BREATHING AIR MODULE COMPRESSOR COMPLETE WITH 4 STAGE; AIR COOLED COMPRESSOR 20.7 CFM @ 6000 PSI - 15 H.P. ELECTRIC MOTOR(208-230V/3PHASE) MK5C PURIFICATION SYSTEM(82,000CF W/70F INLET TEMP)	\$24,995.00	\$24,995.00
1	* CO *	ADD MAKO CO MONITORING SYSTEM TO AIR COMPRESSOR <b>**CO MONITOR REQUIRED TO MEET NFPA 1989 **</b>	\$3,450.00	\$3,450.00
1	SCFS3	MAKO THREE POSITION CONTAINMENT FILL STATION W/4-BANK MANUAL CASCADE CONTROLS, FILL PANEL WITH GAUGES, FILLING WHIPS WITH CGA 347 THREAD AND HIGH PRESSURE REGULATOR	\$7,995.00	\$7,995.00
1	ADD	UPGRADE FILL STATION TO SCUBA FILL CAPABILITY	\$1,575.00	\$1,575.00
2	ASME-3-RACK	3 CYLINDER RACK FOR ASME CYLINDERS	\$650.00	\$1,300.00
6	ASME UPGRADE	CHANGE OUT ALL HOISING, PIPING, KUNKEL VALVES ON TFPD EXISTING SIX (6) ASME STORAGE CYLINDERS AND REINSTALL IN (2) NEW 3 POSITION RACK AND HOOK UP TO NEW AIR COMPRESSOR SYSTEM	\$675.00	\$4,050.00
1	INST/FRT	INSTALLATION OF NEW SYSTEM	\$1,500.00	NO CHARGE
1	CUSTOM REMOVAL AND RELOCATION	REMOVE COMPRESSOR FROM STATION 47. RE-LOCATE ASME STORAGE CYLINDERS TO STATION 46 (LOFT). INCLUDES TAKING APART SYSTEM AT STA. 47 AND DISPOSING. MACHINERY MOVER WITH FORKLIFT REQUIRED.	\$3,750.00	\$3,750.00
-1	TRADE IN	TRADE-IN AND REMOVAL OF EXISTING EAGLE COMPRESSOR LESS ASME CYLINDERS, AS-IS CONDITION.	\$1,500.00	-\$1,500.00
<b>Total of All Equipment:</b>				<b>45,615.00</b>

**NOTES:**

1. INCLUDES TRADE IN AND REMOVAL OF EXISTING AIR COMPR.
2. INCLUDES INSTALLATION OF 3" FRESH AIR INTAKE.
3. NFPA 1989 REQUIRES CO MONITOR

**Thank You!**

**Estimated Delivery:**

**ON REQUEST**

**By: Martin Svlhra**  
**Air One Equipment, Inc.**



# Interoffice Memo

**Date:** March 10, 2023

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

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

**Subject:** 94<sup>th</sup> Avenue Roadway Improvements

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

Description: Robinson Engineering, Ltd. has presented a proposal to provide professional engineering design services to mill and resurface 94<sup>th</sup> Avenue from 183<sup>rd</sup> Street to 171<sup>st</sup> Street. 94<sup>th</sup> Avenue is a Cook County roadway and is in much need of rehabilitation. Cook County had initially budgeted \$500,000 to have the work completed, but due to the conditions of the roadway that amount has been increased to \$700,000 with the potential that the proposed improvements will exceed this amount. The Village is proposing to have REL complete the plans and bid the project to determine the true cost of the repairs.

Upon receipt of the contractors' bids, the final construction cost will be determined and allow for the Village and Cook County to finalize the allocation of funds. The cost to perform the remaining portion of the design phase totals \$24,000.

Staff Direction Request:

1. Approve funding the remaining design phase portion of the project in the amount of \$24,000 and signing the Agreement for Professional Services with Robinson Engineering, Ltd.
2. Direct Staff as necessary.

Attachment:

1. Agreement for Professional Services.
2. Proposal letter to J. Urbanski from REL.

## AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into this     day of     , 2023 (“Effective Date”), between the Village of Tinley Park, Illinois (“Village”), located at 16250 South Oak Park Avenue, Tinley Park, IL 60477, and Robinson Engineering, Ltd. (“Consultant”), collectively the “Parties” for the following project:

### I.        Services

- A. Consultant agrees to provide, as an independent contractor to the Village, the professional services included in Exhibit A, attached hereto and made a part hereof, as well as such other or incidental services as may be necessary to carry out said professional services, as well as any other professional services requested by the Village as mutually agreed to by the parties (hereafter the “Service”). 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. Conversely, the Consultant shall not coordinate, supervise and direct any portions of the Work for what they are not responsible for and shall not be responsible for, nor have control over, construction means, methods, techniques, sequences and procedures, safety, and security for any party they are not responsible for. The Consultant shall comply will 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.

In the event such claims, losses, damages, or expenses are legally determined to be caused by joint or concurrent negligence, they shall be borne by each party in proportion to its own negligence under comparative fault principles.

With respect to the aforementioned duty to protect and defend, this shall apply for non-professional services that are performed and to the extent covered by the Consultant's General Liability policy. The Duty to Defend does not apply to professional services that are performed which are not covered by the Consultant's Professional Liability policy.

## 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.

Consultant shall procure and maintain insurance as required by and set forth in the previous paragraph of this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate of Consultant and Consultant's officers, members, directors, partners, agents, employees, and Subconsultants to Village and anyone claiming by, through, or under Village for any and all claims, losses, costs, or damages whatsoever arising out of resulting from or in any way related to the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Consultant or Consultant's officers,

members, directors, partners, agents, employees, or Subconsultants (hereafter "Village's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Consultant by Consultant's insurers in settlement or satisfaction of Village's Claims under the terms and conditions of Consultant's insurance policies applicable thereto (excluding fees, costs, and expenses of investigation, claims adjustment, defense, and appeal). If no such insurance coverage is provided with respect to Village's Claims, then the total liability, in the aggregate of Consultant and Consultant's officers, members, directors, partners, agents, employees, and Subconsultants to Village and anyone claiming by, through, or under Village for any and all such uninsured Village's claims shall not be limited.

## V. WARRANTY

Consultant represents 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 accordance with the Standard of Care presented in Section 1.A, and that it has the power to enter into and perform this Agreement.

## VI. NOTICE

Except to the extent that verbal notice is otherwise permitted herein, proper notice may be given by personal service or certified or registered mail to:

Robinson Engineering Ltd.

17000 South Park Avenue

South Holland, IL 60473

OR TO:

Village of Tinley Park

Village Manager

16250 South Oak Park Avenue

Tinley Park IL. 60477

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

## VII. INTERPRETATION

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

## VIII. WAIVER

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

## IX. SEVERABILITY

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

## X. ENTIRE UNDERSTANDING

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

## XI. TERMINATION

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.

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

**VILLAGE OF TINLEY PARK**

By: \_\_\_\_\_  
Village President

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

**ROBINSON ENGINEERING LTD.**

By: Way Labor

Its: Director of Operations

DATE: 3/1/23

**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.

Van Calombaris

Name of Consultant (please print)

Way Labor

Submitted by (signature)

Director of Operations

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.

Van Calombaris

Name of Consultant (please print)

Way Labor

Submitted by (signature)

Director of Operations

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.

Van Calombaris

Name of Consultant (please print)

Vay Labor

Submitted by (signature)

Director of Operations

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.

The undersigned also certifies that Consultant is in compliance with all other applicable laws and regulations regarding its performance of this Agreement.

Van Calombaris

Name of Consultant (please print)

Vay Labor

Submitted by (signature)

Director of Operations

Title

## **EXHIBIT A**

### **Scope of Professional Services**

**Work as specified and approved by the Village of Tinley Park in the Proposal for Professional Engineering Services – 94<sup>th</sup> Ave. Roadway Improvements – 183<sup>rd</sup> St. to 171<sup>st</sup> St. dated March 1, 2023.**

**EXHIBIT B**

**Fee Schedule**

**Attached to Proposal Engineering  
Services Agreement**

## **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. Village would request insurance at \$2 million/\$5 million and umbrella of \$10 million.

• 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

**EXHIBIT D**

**Insurance Certificate**



# CERTIFICATE OF LIABILITY INSURANCE

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

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

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

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

**COVERAGES** **CERTIFICATE NUMBER:** 1181002516 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EDP (Blanket) GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	Y	MPA0000004887BU	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EDP \$ 1,035,000
D	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	BA0000004885BU	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 500,000 \$
D	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CMB0000004888BU	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC0000004886BU	1/1/2022	1/1/2023	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A B C	Professional/Pollution Liability Cyber Liability Drone Liability			MKL77PL0005084 LHC-H475039-01 MPA0000004887BU	1/1/2022 1/1/2022 1/1/2022	1/1/2023 1/1/2023 1/1/2023	Occ / Agg Limit 2,000,000 Limit 1,000,000 Limit 1,000,000

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

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

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

## CERTIFICATE HOLDER

Village of Tinley Park  
16250 S. Oak Park Avenue  
Tinley Park IL 60477

## CANCELLATION

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

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3/1/23

Project 20-R0005.03

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

Attn: Mr. John Urbanski, Director of Public Works

RE: **Proposal for Professional Engineering Services**  
94<sup>th</sup> Ave. Roadway Improvements – 183<sup>rd</sup> St. to 171<sup>st</sup> St.

Dear Mr. Urbanski:

Robinson Engineering, Ltd. (REL) is pleased to present a proposal to perform professional engineering services related to design engineering services associated with the resurfacing of 94<sup>th</sup> Ave. from 183<sup>rd</sup> St. to 171<sup>st</sup> St. within the Village of Tinley Park (Village). We take great pride in partnering with our clients to achieve their goals, and sincerely appreciate the opportunity to offer our expertise and dedication on this project.

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

## **1. PROJECT OVERVIEW**

94<sup>th</sup> Ave., which is under Cook County jurisdiction, is experiencing roadway deterioration and is in need of rehabilitation. Cook County has proposed to pay the Village up to \$700,000 in reimbursement for the improvements. Although there is some concern that the proposed improvements will cost more than that amount, the Village has decided to procure bids in order to find out the true cost.

Although the process to completing bidding documents was initiated by our office previously, upon submitting plans for review to Cook County, it was revealed that the County is requiring more information than what was initially discussed between the County, the Village and REL.

In light of this, REL will need to undertake additional field work as well as detailed design of sidewalk at intersections meeting ADA requirements.

## **2. SCOPE OF SERVICES**

### **A. Topographic Survey**

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

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

## **B. Preparation of Engineering Plans and Specifications**

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

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

## **C. Project Bidding**

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

## **D. Construction Engineering**

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

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

## **3. PAYMENT TERMS**

REL proposes to perform the design phase of the project (Items A. through C.) for a lump sum fee of \$24,000.

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

## **4. STANDARD TERMS AND CONDITIONS**

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

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

Very truly yours,  
**ROBINSON ENGINEERING, LTD.**



Van Calombaris, PE  
Director of Operations

ACCEPTED AND APPROVED:  
**VILLAGE OF TINLEY PARK, ILLINOIS**

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

By: \_\_\_\_\_  
Printed Name

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Client's Initial: \_\_\_\_\_ Date: \_\_\_\_\_

10/2014

Classification	Rate
Principal Engineer 1	\$213.00
Senior Project Manager 1 / 2	\$193.00 / \$202.00
Senior Engineer 1 / 2 / 3	\$166.00 / \$178.00 / \$190.00
Project Engineer 1 / 2 / 3 / 4	\$133.00 / \$142.00 / \$152.00 / \$163.00
Project Manager 1 / 2 / 3	\$142.00 / \$153.00 / \$163.00
Senior Project Scientist	\$160.00
Engineering Technician	\$135.00
Chief Land Surveyor	\$172.00
Land Surveyor 1 / 2 / 3	\$128.00 / \$146.00 / \$158.00
Surveying Technologist 1 / 2	\$113.00 / \$128.00
Senior Planner	\$162.00
Planner	\$135.00
Grant Writer 1 / 2	\$95.00 / \$115.00
Project Developer 1 / 2 / 3	\$113.00 / \$152.00 / \$177.00
GIS Coordinator	\$168.00
GIS Developer	\$139.00
GIS Technologist	\$111.00
CAD Manager	\$160.00
CAD Designer	\$140.00
CAD Technologist 1 / 2	\$105.00 / \$121.00
Resident Engineer 1 / 2 / 3	\$133.00 / \$152.00 / \$165.00
Resident Engineering Rep 1 / 2 / 3	\$137.00 / \$142.00 / \$148.00
Field Superintendent	\$180.00
Assistant Field Superintendent	\$170.00
Field Crew Chief	\$133.00
Field Crew Member 1 / 2	\$83.00 / \$101.00
Operations Manager	\$150.00
Operations Coordinator	\$108.00
Operator 1 / 2 / 3	\$92.00 / \$98.00 / \$104.00
IT Coordinator	\$152.00
IT Technologist	\$113.00
Administrative 1 / 2	\$83.00 / \$95.00
Project Administration	\$110.00
Intern	\$55.00

- Rates are subject to revision on or after 1/1/2024.
- Reimbursable Expenses at a factor of 1.10. Sub-Consultant Fee Markup at 10%



# Interoffice Memo

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**Date:** March 17, 2023

**To:** Village Board

**From:** Pat Carr, Village Manager *PC*

**Subject:** Lincolnway 210 IGA – Radio System

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Staff is recommending approval of an Intergovernmental Agreement with Lincolnway High School District 210 for the placement of public safety radio equipment at the former Lincolnway North High School located at 19900 S. Harlem Ave. Frankfort, IL 60423. There are no funds being transferred in this agreement.

**INTERGOVERNMENTAL AGREEMENT  
BY AND BETWEEN  
THE BOARD OF EDUCATION OF LINCOLN-WAY COMMUNITY HIGH SCHOOL  
DISTRICT 210 AND THE VILLAGE OF TINLEY PARK**

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into on the 16 day of MARCH, 2023, by and between the Board of Education of Lincoln-Way Community High School District 210 ("Board") and the Village of Tinley Park ("Village") (collectively, the "Parties").

**WITNESSETH:**

**WHEREAS**, the Village is a municipality, organized and existing under the laws of the State of Illinois; and

**WHEREAS**, the Board is a body politic and corporate, organized and existing under the laws of the State of Illinois, which operates the former Lincoln-Way North High School within the Village's planning district; and

**WHEREAS**, both the Board and the Village are authorized and empowered to contract with one another pursuant to the provisions of the Constitution of the State of Illinois of 1970, Article VII, Section 10, and Section 3 of the *Intergovernmental Cooperation Act* (5 ILCS 220/3); and

**WHEREAS**, the Board and the Village agree that it is in the best interests of their respective constituents to install and operate a transceiver site system within Lincoln-Way North High School, to improve Police, Fire and Public Safety communications in the area, pursuant to the terms and conditions contained herein..

**NOW THEREFORE**, in consideration of the mutual promises, covenants, conditions, and other valuable consideration, the receipt and sufficiency whereof is herein acknowledged, the parties hereto agree as follows:

**1. Incorporation of Recitals:** The recitals set forth above are hereby incorporated into and made a part of this Agreement.

**2. Term and Termination:** This Agreement shall commence on the date of the last party to sign this Agreement and shall continue in effect until terminated as provided herein. The Board may terminate this Agreement for convenience at any time upon thirty (30) days written notice to the Village. In addition, this Agreement may be terminated by mutual written agreement of the Parties. Upon termination of this Agreement for any reason, if requested by the Board, the Village shall, at its sole cost, remove the transceiver systems and all related equipment from Lincoln Way North High School. If the Village does not remove the transceiver system and all related equipment within forty-five (45) days of receipt of a request from the Board, then the Board may, at its option, remove the transceiver system and all related equipment and return it to the Village along with a statement of cost and request for compensation for the removal.

3. **Installation:** The Village shall own the equipment and the Parties shall mutually agree upon the location of the equipment within Lincoln-Way North High School.

4. **Maintenance and Repairs:** After the installation of the equipment the Village shall be responsible, at its sole expense, for conducting repairs and maintenance work to ensure the transceiver system remains in good working condition and for maintaining the equipment in accordance with any applicable manufacturer specifications.

5. **Access to Conduct Maintenance and Repairs:** The Board shall provide the Village, or its employees or agents, with reasonable access to the equipment for the purposes of conducting maintenance or repair activities in accordance with Paragraph 4 of this Agreement; provided, however, that the Village must notify the Superintendent, or his/her designee, in advance of its need to access the equipment. Because the equipment will be located within a functioning school, the Village will make a good faith effort to schedule routine maintenance and repairs outside of school hours. In the event that the Village engages a third party to conduct maintenance or repairs of the equipment, the Board reserves the right to require that any individuals who will be on Board property during school hours submit to a criminal background check, at the Village's expense. The Village acknowledges that, if any such person is found to have been convicted of any offenses restricting his or her presence on school property under state or federal law, he/she shall be prohibited from performing any services hereunder.

6. **Mutual Indemnification:** The Board shall indemnify, defend and hold the Village and its officers, agents, and employees ("Village Indemnitees") harmless from any and all liabilities, losses, costs, demands, damages, actions or causes of action, including reasonable attorney's fees arising out of, proximately caused by or incurred by reason of any negligent acts or omissions of the Board and its employees related to this Agreement; subject, however, to any defenses or limitations of liability permitted under the *Local Governmental and Governmental Employees Tort Immunity Act* (745 ILCS 10/1 *et seq.*), or otherwise provided by law.

The Village shall indemnify, defend and hold the Board, its individual Board members, agents, and employees ("Board Indemnitees") harmless of and from any and all liabilities, losses, costs, demands, damages, actions or causes of action, including reasonable attorneys' fees arising out of, proximately caused by or incurred by reason of any negligent acts or omissions of the Village and its agents, contractors, invitees, or employees related to this Agreement, or breach of this Agreement; subject, however, to any defenses or limitations of liability permitted under the *Local Governmental and Governmental Employees Tort Immunity Act* (745 ILCS 10/1 *et seq.*), or otherwise provided by law.

7. **Insurance:** Each party shall keep in force at all times during the term of this Agreement, (i) commercial general liability insurance, on an occurrence basis, with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate, (ii) worker's compensation insurance in the statutory amounts and employer's liability insurance with limits of at least \$500,000 each accident for bodily injury by accident and each employee for bodily injury by disease; (iii) umbrella or excess insurance in an amount of not less than Two Million Dollars (\$2,000,000.00) per occurrence and in the aggregate with the umbrella or excess insurance following the form of the underlying insurance in all respects; and (iv) commercial automobile liability insurance with limits of no less than One

Million Dollars (\$1,000,000.00) for bodily injury and property damage, on all vehicles owned or operated. Within seven (7) days of the last Party's execution of this Agreement, each Party shall furnish to the other a certificate of the insurance evidencing the insurance required under this Agreement. For purposes of this Paragraph, insurance may be provided through a self-insured intergovernmental risk pool or agency. With the sole exception of the worker's compensation insurance, each party shall name the other party's Indemnitees (as defined in Paragraph 7) as additional insureds on all insurance required hereunder on a primary and noncontributory basis.

**8. Compliance with Laws:** The Parties shall comply with all federal, state, county and municipal laws, rules and regulations that apply to the performance of each party's respective obligations under this Agreement

**9. Notices:** Any notices and communications required to be given under this Agreement shall be in writing and, except as otherwise expressly provided, shall be either (i) mailed by registered or certified mail, return receipt requested, postage prepaid, (ii) sent by a nationally recognized overnight delivery service, or (iii) personally delivered by hand against receipt therefor to the Parties at the address set forth below, or such other address as any party may designate to the others by notice hereunder. All such notices shall be deemed to have been received on the date of personal delivery, or, if sent by overnight delivery service or mailed, on date of deposit with such service.

To the Village:           Village of Tinley Park  
                                  16250 S. Oak Park Ave.  
                                  Tinley Park, IL 60477  
                                  Attn: Village Manager

To the Board:            Lincoln-Way Community High School District 210  
                                  1801 E. Lincoln Highway  
                                  New Lenox, IL 60451  
                                  Attn: Assistant Superintendent for Business Services

**10. Complete Understanding:** This Agreement sets forth all the terms and conditions, and agreements and understandings between the Parties relative to the subject matter hereof. No modifications, amendments, or waiver of any provision hereto shall be valid and binding unless in writing and signed by all Parties.

**11. Third Party Beneficiaries:** This Agreement is solely between the Board and the Village. No other party, including any third party, either express or implied, may rely upon the terms and conditions hereof whatsoever.

**12. Binding Effect:** This Agreement shall be binding upon, apply and inure to the benefit of each Party and their respective legal representatives.

**13. Assignment:** Neither party may assign this Agreement without the prior written consent of the other party, which may be withheld in its sole discretion.

**14. Governing Law:** This Agreement and the rights and responsibilities of the parties hereto shall be interpreted and enforced in accordance with the laws of the State of Illinois, excluding its choice of law rules.

**15. Authority to Execute:** Each signatory hereto represents and warrants that he/she has the proper and necessary corporate authority to execute this Agreement and bind his/her entity to the terms and conditions of this Agreement.

**16. Waiver:** The failure of either party to demand strict performance of the terms and conditions of this Agreement on any one occasion shall not be deemed a waiver to demand strict performance on any future occasion.

**SIGNATURE PAGE FOLLOWS**

**IN WITNESS WHEREOF**, the Parties hereto have executed this Intergovernmental Agreement as of the day first above written.

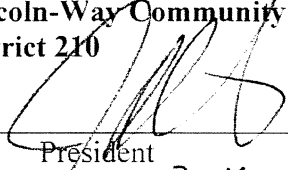
**VILLAGE OF TINLEY PARK**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

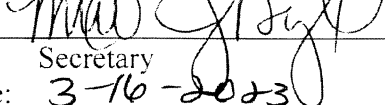
**ATTEST:**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**BOARD OF EDUCATION OF  
Lincoln-Way Community High School  
District 210**

By:  \_\_\_\_\_  
Its: President  
Date: 3-16-2023

**ATTEST:**

By:  \_\_\_\_\_  
Its: Secretary  
Date: 3-16-2023

### SCOPE OF EQUIPMENT IMPLEMENTATION

- A. Install antennas, feedlines and microwave dish on existing communications tower
- B. Remove existing antennas and lines no longer utilized by the District
- C. Install transceiver equipment rack and equipment in the 2<sup>nd</sup> floor mechanical room adjacent to the tower
- D. Perform structural analysis study to ensure tower loading compliance to national standards.
- E. Create a plan and process with Lincoln-Way Community High School District 210 “Board” and School representatives for access to install equipment and to perform future maintenance.



# Interoffice Memo

**Date:** March 13, 2023  
**To:** Pat Carr – Village Manager  
**From:** John Urbanski – Public Works Director  
**Subject:** Bulk Fuel Purchase

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Presented at the Committee of the Whole/Village Board Meeting consideration and possible action.

Description: The Village is about to end their one (1) year agreement with Al Warren Oil Company, Inc. to participate in a fixed cost bulk fuel program for both gasoline and diesel fuel. As was discussed previously, there are several benefits to this type of program. These benefits include, but are not limited to:

- One Vendor – Previous to the bulk fuel contract, the Village purchased bulk fuel from several different vendors based on the market prices at the time fuel is needed. Having one vendor provide fuel to the Village helped to reduce/safeguard any potential issues from multiple vendors delivering fuel to the Village (bad load of fuel, damage to equipment, etc.).
- Known Fuel Costs – Under the bulk fuel contract, the Village had fuel cost for the vast majority (if not all) of the fuel needed in any given year. This information helps the Village more accurately budget for fuel costs during any given fiscal year.
- Emergency Fuel Needs – Having one fuel vendor may assist the Village in acquiring fuel during emergency situations.

Staff Assessment of Al Warren Oil Company, Inc.: The Public Works Department has utilized the recommended vendor for almost ten (10) years and has had very positive experiences with the customer service, equipment service and fuel deliveries being provided by Al Warren Oil Company, Inc. within their scheduled time frame.

Contract Details: The previous contract locked in a flat rate per gallon for both unleaded and diesel fuels at an established baseline quantity of historical usage at approximately 80% each month. This baseline was typically met, and once exceeded, the cost per gallon is charged to meet OPIS regional rates (which still fall below “street values”).

Due to the method of the futures market vs. board meeting scheduling it is recommended that the Village Board grant the Village Manager the authority to finalize a contract immediately subsequent to the approval. Therefore, Al Warren Oil Company, Inc. offers a range of what the market is currently at:

- Unleaded - \$2.77 - \$2.97 per gallon \* Plus applicable taxes
- Diesel - \$3.01 - \$3.21 per gallon \* Plus applicable taxes

Staff Direction Request:

1. Approve contract with Al Warren Oil Company, Inc. and Village Manager authority to lock in per gallon rates at amounts approximate to those stated.
2. Direct Staff as necessary.

Attachment:

1. Draft Al Warren Oil Company, Inc. Contract.





Specialized Petroleum Marketers

## FIXED FORWARD CONTRACT Fuel Pricing

Seller: Al Warren Oil Company, Inc.

Address: 1646 Summer St. Hammond, IN 46320

Buyer: Village of Tinley Park

Address: 7980 W. 183<sup>rd</sup> Tinley Park, IL 60477

DELIVERY MONTH	QUANTITY (IN GALLONS)	BASE PRICE RANGE (PER GALLON)	PRODUCT	SERVICE CHARGE
April 2023	3,500	3.01 – 3.21	ULSD	
May 2023	3,500	3.01 – 3.21	ULSD	
June 2023	3,500	3.01 – 3.21	ULSD	
July 2023	3,500	3.01 – 3.21	ULSD	
August 2023	3,500	3.01 – 3.21	ULSD	
September 2023	3,500	3.01 – 3.21	ULSD	
October 2023	3,500	3.01 – 3.21	ULSD	
November 2023	3,500	3.01 – 3.21	ULSD	
December 2023	3,500	3.01 – 3.21	ULSD	
January 2024	3,500	3.01 – 3.21	ULSD	
February 2024	3,500	3.01 – 3.21	ULSD	
March 2024	3,500	3.01 – 3.21	ULSD	
12 MONTHS	TOTAL GALLONS <u>42,000</u>			TOTAL SERVICE CHARGE N/A

Sales Office: 1646 Summer St. Hammond, IN 46320

Phone: 219-228-5041 Fax: 219-228-5241

**Seller** has agreed to sell, and **Buyer** has agreed to buy, a number of gallons of **Product** during each **Delivery Month**, not to exceed the **Quantity** for each **Delivery Month**. Such sales shall be made under the terms and conditions set forth in the Contract. Terms set forth in boldface have the meaning assigned in the box above.

**Product** delivered to **Buyer** during a **Delivery Month** in a volume not to exceed the **Quantity** for such **Delivery Month** shall be priced at the **Fixed Price** for the **Delivery Month**. Purchases delivered in any **Delivery Month** that exceed such **Quantity** are not subject to this provision and shall be at **Seller's** posted price, or as otherwise agreed. Any unused portion of the **Quantity** for any **Delivery Month** shall not be carried over into any later month except by written agreement of **Seller**. An additional service charge may be charged on fuel not delivered and held for delivery in forward months.

If **Seller** is unable to deliver the specified **Quantity** during any **Delivery Month** due to shortage of **Product**, or other cause beyond the reasonable control of **Seller**, **Seller** may offer to provide **Buyer** with fuel procured from an alternative location, with additional transportation cost to be added to the delivered price of the **Product**.

**ENTERING THIS TRANSACTION DOES NOT RESULT IN BUYER OPENING OR OWNING A FUTURES OR OPTIONS POSITION. SELLER MAKES NO PROMISE OF ANY PARTICULAR ECONOMIC RESULTS AND DISCLAIMS ALL LIABILITY OR RESPONSIBILITY EXCEPT AS SPECIFICALLY UNDERTAKEN HEREUNDER. IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, COLLATERAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR ANY ACT OR OMISSION COMING WITHIN THE SCOPE OF THIS CONTRACT OR FOR BREACH OF ANY OF ITS PROVISIONS. SUCH EXCLUDED DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOSS OF GOOD WILL, LOSS OF PROFITS, LOSS OF USE AND INTERRUPTION OF BUSINESS.**

**THIS CONTRACT IS NOT INTENDED TO, AND DOES NOT, CREATE ANY FIDUCIARY DUTY ON THE PART OF EITHER PARTY TO THE OTHER.**

**SELLER: Al Warren Oil Company, Inc.**

**BUYER: Village of Tinley Park**

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_



Specialized Petroleum Marketers

## FIXED FORWARD CONTRACT Fuel Pricing

Seller: Al Warren Oil Company, Inc.

Address: 1646 Summer St. Hammond, IN 46320

Buyer: Village of Tinley Park

Address: 7980 W. 183<sup>rd</sup> Tinley Park, IL 60477

DELIVERY MONTH	QUANTITY (IN GALLONS)	BASE PRICE RANGE (PER GALLON)	PRODUCT	SERVICE CHARGE
April 2023	11,000	2.77 - 2.97	Unleaded Gas	
May 2023	11,000	2.77 - 2.97	Unleaded Gas	
June 2023	11,000	2.77 - 2.97	Unleaded Gas	
July 2023	11,000	2.77 - 2.97	Unleaded Gas	
August 2023	11,000	2.77 - 2.97	Unleaded Gas	
September 2023	11,000	2.77 - 2.97	Unleaded Gas	
October 2023	11,000	2.77 - 2.97	Unleaded Gas	
November 2023	11,000	2.77 - 2.97	Unleaded Gas	
December 2023	11,000	2.77 - 2.97	Unleaded Gas	
January 2024	11,000	2.77 - 2.97	Unleaded Gas	
February 2024	11,000	2.77 - 2.97	Unleaded Gas	
March 2024	11,000	2.77 - 2.97	Unleaded Gas	
12 MONTHS	TOTAL GALLONS <u>132,000</u>			TOTAL SERVICE CHARGE  N/A

Sales Office: 1646 Summer St. Hammond, IN 46320

Phone: 219-228-5041 Fax: 219-228-5241

**Seller** has agreed to sell, and **Buyer** has agreed to buy, a number of gallons of **Product** during each **Delivery Month**, not to exceed the **Quantity** for each **Delivery Month**. Such sales shall be made under the terms and conditions set forth in the Contract. Terms set forth in boldface have the meaning assigned in the box above.

**Product** delivered to **Buyer** during a **Delivery Month** in a volume not to exceed the **Quantity** for such **Delivery Month** shall be priced at the **Fixed Price** for the **Delivery Month**. Purchases delivered in any **Delivery Month** that exceed such **Quantity** are not subject to this provision and shall be at **Seller's** posted price, or as otherwise agreed. Any unused portion of the **Quantity** for any **Delivery Month** shall not be carried over into any later month except by written agreement of **Seller**. An additional service charge may be charged on fuel not delivered and held for delivery in forward months.

If **Seller** is unable to deliver the specified **Quantity** during any **Delivery Month** due to shortage of **Product**, or other cause beyond the reasonable control of **Seller**, **Seller** may offer to provide **Buyer** with fuel procured from an alternative location, with additional transportation cost to be added to the delivered price of the **Product**.

**ENTERING THIS TRANSACTION DOES NOT RESULT IN BUYER OPENING OR OWNING A FUTURES OR OPTIONS POSITION. SELLER MAKES NO PROMISE OF ANY PARTICULAR ECONOMIC RESULTS AND DISCLAIMS ALL LIABILITY OR RESPONSIBILITY EXCEPT AS SPECIFICALLY UNDERTAKEN HEREUNDER. IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, COLLATERAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR ANY ACT OR OMISSION COMING WITHIN THE SCOPE OF THIS CONTRACT OR FOR BREACH OF ANY OF ITS PROVISIONS. SUCH EXCLUDED DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOSS OF GOOD WILL, LOSS OF PROFITS, LOSS OF USE AND INTERRUPTION OF BUSINESS.**

**THIS CONTRACT IS NOT INTENDED TO, AND DOES NOT, CREATE ANY FIDUCIARY DUTY ON THE PART OF EITHER PARTY TO THE OTHER.**

**SELLER: Al Warren Oil Company, Inc.**

**BUYER: Village of Tinley Park**

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_



# Interoffice Memo

**Date:** February 27, 2023  
**To:** John Urbanski, Public Works Director  
**From:** Kelly Mulqueeney, Street Superintendent  
**Subject:** Irrigation Maintenance (Year 1 of 3) – Service Contract Award

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

Scope of Work: This service contract is based on a per year agreement with the option for two additional renewals that provide start up, winterization, and repair services to our irrigation systems at 3 (three) Streets Department locations and 4 (four) Facilities Department locations that includes a total of 190 zones:

- LaGrange Road
- Harlem Avenue
- 171st Medians
- Fire Station #4
- Oak Park Ave. Metra Station
- Village Hall
- Police Station

Background: This bid was advertised on February 12, 2023 in accordance with state bidding laws; one (1) sealed bid was received by the deadline on February 27, 2023, at 10:00AM, and recorded by the Village Clerk's office. The Deputy Clerk and Public Works Street Superintendent were present at the bid opening.

<u>Company</u>	<u>Location</u>	<u>Amount</u>
Aquamist Plumbing & Sprinkling Co.	Frankfort	\$37,304

Description:

Public Works is recommending that we approve a contract with Aquamist Plumbing & Lawn Sprinkling Co. Inc. for irrigation services on our 7 locations throughout Tinley Park (see above). The contract has the option of 2 (two)-1 (one) year renewals. This would be the first year out of the possible 3 (three) year contract.

Budget / Finance: Funding is budgeted in the FY24 Budget.

Budget Available	\$37,304
Year 1 of 3 contract	<u>\$37,304</u>
Difference under budget	\$ 0

Staff Direction Request:

1. Approve the service contract for the FY24 Contract with Aquamist Plumbing and Sprinkling of Frankfort, IL in the amount of \$37,304.
2. Direct Staff as necessary.



**VILLAGE OF TINLEY PARK**  
**2023**  
**SERVICE CONTRACT**

This contract is by and between the **Village of Tinley Park**, an Illinois home-rule municipal corporation (the "Village"), and **Aquamist Plumbing & Lawn Sprinkling Co., Inc.** (the "Contractor"), for the project or work described in Exhibit A, attached hereto and made a part hereof.

1. In consideration of the compensation stated in paragraph 2, the Contractor shall provide all the services described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference. The express terms of this Contract shall take precedence and control over any term or provision of the Scope of Services (Exhibit A) that in any way conflicts with, differs from, or attempts to alter the terms of this Contract.
2. Except in the event of a duly authorized change order approved by the Village as provided in this Contract, and in consideration of the Contractor's final completion of all work in conformity with this Contract, the Village shall pay the Contractor an amount not to exceed **thirty seven thousand three hundred and four 00/100 Dollars (\$37,304.00)**. Within thirty (30) calendar days of completion of the work, the Contractor shall submit his application for payment to the Village, and the Village shall pay Contractor for the work performed no later than **thirty (30)** calendar days from the date of the Village's receipt and the Village's approval of the work and the application for payment. No payment shall be made by the Village until the Contractor has submitted to the Village (i) a Contractor's Affidavit listing all subcontractors and material suppliers utilized on the project and (ii) final waivers of lien from the Contractor, all subcontractors and all material suppliers.
3. No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from the Village Manager or his designee. The Contractor shall not execute change orders on behalf of the Village or otherwise alter the financial scope of the Project.
4. Written change orders may be approved by the Village Manager or his designee provided that the change order does not increase the amount set forth in paragraph 2 of this Contract to more than \$10,000.00. Changes in excess of this amount must be approved by the Village Board prior to commencement of the services or work. **If a requested change causes an increase or decrease in the cost of or time required for the performance of the contract, Contractor will agree to an equitable adjustment in the contract price or performance schedule, or both. Neither party is obligated to comply with requested changes unless and until both parties execute a written change order.**
5. **Time is of the essence on this Contract.** The Contractor shall complete all work under this Contract by the dates set forth below:  
**April 30, 2024**
6. No "Notice to Proceed" may be given nor any work commenced until this Contract is fully executed and all exhibits and other attachments are completely filled out and attached hereto.
7. It is understood and agreed by the parties that the Contractor is an independent contractor retained for the above-mentioned purpose. The Village shall not control the manner nor the means of the Contractor's performance, but shall be entitled to a work product as described herein. The term "subcontractor" shall mean and include only those hired by and

having a direct contract with Contractor for performance of work on the Project. The Village shall have no responsibility to any subcontractor employed by a Contractor for performance of work on the Project, and all subcontractors and material suppliers shall look exclusively to the Contractor 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 subcontractor shall be bound by the terms and provisions of this Contract as far as applicable to their work. The Contractor shall be fully responsible to the Village for the acts and omissions of its subcontractors, and shall ensure that any subcontractors perform in accordance with the requirements of this Contract. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the Village. The Contractor 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 Contractor shall comply with all applicable federal, State and local safety laws and regulations.

8. **It is further agreed that the Contractor shall indemnify, hold harmless, and defend the Village, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, workers' compensation claims and attorneys' fees, for injury to or death of any person or for damage to any property arising out of or in connection with the Contractor's negligence under this Contract.**
9. **The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the Village, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Contractor's negligence in its work to be performed hereunder. The Contractor shall maintain insurance coverage in an amount and from a carrier suitable to the Village, and the Village shall be named as an additional insured where required. Certificates of Insurance are attached hereto as Exhibit B.**
10. The Village is exempt from payment of state and local sales and use of taxes on labor and materials incorporated into the project. If necessary, it is the Contractor's responsibility to obtain a sales tax permit, resale certificate, and exemption certificate that shall enable the Contractor to buy any materials to be incorporated into the project and then resale the aforementioned materials to the Village without paying the tax on the materials at the time of purchase. In no event will the Village be liable for or pay any sales or use taxes incurred by the Contractor in performing the services under this contract.
11. The Contractor shall comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Prevailing Wage Act, the Illinois Freedom of Information Act (FOIA), as well as the Immigration Reform and Control Act (IRCA). The Contractor may not knowingly obtain the labor or services of an unauthorized alien. The Contractor, not the Village, must verify eligibility for employment as required by IRCA.
12. At any time, the Village may terminate this Contract for convenience, upon written notice to the Contractor. The Contractor shall cease work immediately upon receipt of such notice. The Contractor shall be compensated for services performed and accepted by the Village up to the date of termination.

13. No waiver or deferral by either party of any term or condition of this Contract shall be deemed or construed to be a waiver or deferral of any other term or condition or subsequent wavier or deferral of the same term or condition.
14. This Contract may only be amended by written instrument approved and executed by the parties.
15. This Contract and the rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of Village.
16. The parties hereby state that they have read and understand the terms of this Contract and hereby agree to the conditions contained herein.
17. This Contract has been made under and shall be governed by the laws of the State of Illinois. The parties agree that performance and all matters related thereto shall be in Cook County, Illinois.
18. Contractor, its employees, associates or subcontractors shall perform all the work hereunder. Contractor agrees that all of its associates, employees, or subcontractors who work on this Project shall be fully qualified and competent to do the work described hereunder. Contractor shall undertake the work and complete it in a timely manner.
19. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
20. This Contract represents the entire and integrated agreement between the Village and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.
21. This Contract will be effective when signed by the last party whose signing makes the Contract fully executed.
22. The Contractor agrees to comply with the Illinois Prevailing Wage Act, if the work to be performed under this Contract is covered by said Act.
23. The Contractor agrees to comply with the Illinois Substance Abuse Prevention on Public Works Projects Act.

## CERTIFICATIONS BY CONTRACTOR

### Eligibility to Contract

The undersigned hereby certifies that the Contractor 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.

Aquamist Plumbing & Lawn Sprinkling Co., Inc. Elizabeth J. Martin  
Name of Contractor (please print) Submitted by (signature)  
Service Manager  
Title

### Certificate of Compliance with Illinois Human Rights Act

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

Aquamist Plumbing & Lawn Sprinkling Co., Inc. Elizabeth J. Martin  
Name of Contractor (please print) Submitted by (signature)  
Service Manager  
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.

Aquamist Plumbing & Lawn Sprinkling Co., Inc. Elizabeth J. Martin  
Name of Contractor (please print) Submitted by (signature)  
Service Manager  
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.

Aquamist Plumbing & Lawn Sprinkling Co., Inc.      Elizabeth A. Martin  
Name of Contractor (please print)      Submitted by (signature)  
Service Manager  
Title

## Certificate of Compliance with Substance Abuse Prevention on Public Works Projects Act

The undersigned hereby certifies that:

- A. ~~There is in place a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (P.A. 95-0635), and has provided a written copy thereof to the Village of Tinley Park.~~ ELM
- B. There is in place a collective bargaining agreement which deals with the subject matter of the Substance Abuse Prevention on Public Works Projects Act (P.A. 95-0635)

(Cross out either A or B depending upon which certification is correct)

Aquamist Plumbing & Lawn Sprinkling Co., Inc.      Elizabeth A. Martin  
Name of Contractor (please print)      Submitted by (signature)  
Service Manager  
Title

*\*Note: On new construction contract work. Not on maintenance work.\**  
**Certificate of Compliance with Prevailing Wage Requirements** *RAM*

The undersigned hereby certifies that:

This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://www.state.il.us/agency/idol/rates/rates.HTM>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

*Aquamist Plumbing & Lawn Sprinkling Co, Inc*  
Name of Contractor (please print)  
*Elizabeth J. Martin*  
Submitted by (signature)  
*Service Manager*  
Title

**Certificate of Compliance with the Village of Tinley Park Responsible Bidder Ordinance**

The undersigned or the entity making the proposal or bid has reviewed and is in compliance with the Village of Tinley Park Responsible Bidder Ordinance **No. 2019-O-079**

*Aquamist Plumbing & Lawn Sprinkling Co, Inc*  
Name of Contractor (please print)  
*Elizabeth J. Martin*  
Submitted by (signature)  
*Service Manager*  
Title

## Employment of Illinois Workers on Public Works Act

The undersigned does hereby certify that if at the time the Contract for this Project is executed, or if during the term of the Contract, there is excessive unemployment in Illinois as defined in the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 *et seq.*, as two consecutive months of unemployment exceeding 5%, the Contractor agrees to employ Illinois laborers in accordance with the "Employment of Illinois Workers on Public Works Act". An "Illinois laborer" is defined as any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident.

Aquamist Plumbing & Lawn Sprinkling Co., Inc.      Elizabeth J. Martin  
Name of Contractor (please print)      Submitted by (signature)

Service Manager  
Title

**CONTRACTOR NAME**

BY: Elizabeth A. Martin

3/1/2023  
Date

Printed Name: Elizabeth A. Martin

Title: Service Manager

**VILLAGE OF TINLEY PARK**

BY: \_\_\_\_\_  
Michael Glotz, Village President  
(required if Contract is \$20,000 or more)

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Village Clerk  
(required if Contract is \$20,000 or more)

\_\_\_\_\_  
Date

**VILLAGE OF TINLEY PARK**

BY: \_\_\_\_\_  
Village Manager

\_\_\_\_\_  
Date

## **SCOPE OF SERVICES**

Attached Scope of work for **Irrigation Maintenance** as detailed in:

- Proposal Title ***Irrigation Maintenance*** dated **February 27, 2023**

**Exhibit B**

**INSURANCE REQUIREMENTS**

(See Risk Manager for Insurance Requirements)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/24/2023

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> Flag Insurance Services Inc 250 Tequesta Drive Suite 201 Tequesta FL 33469	<b>CONTACT NAME:</b> Bill Flagler <b>PHONE (A/C, No. Ext):</b> (312) 939-1515 <b>FAX (A/C, No):</b> (312) 939-1516 <b>E-MAIL ADDRESS:</b> bflagler@flaginsurance.com																					
<b>INSURED</b> Aquamist Plumbing & Lawn Sprinkling Co, Inc 9370 W. Laraway Rd., Suite E Frankfort IL 60423	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>West Bend</td><td>15350</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:	West Bend	15350	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:** CL2312413052 **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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		0132082	04/25/2023	04/25/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 PLPAK \$ 100,000
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		0132082	04/25/2023	04/25/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB DED RETENTION \$ OCCUR CLAIMS-MADE	Y		0132082	04/25/2023	04/25/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N Y	N/A		0012766	04/25/2023	04/25/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 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)

The Village of Tinley Park and its officers, officials, Village President and Board of Trustees, agents, employees, volunteers, representatives, assigns, successors, transferees, licensees, invitees, and attorneys to be included as an additional insured.

**CERTIFICATE HOLDER****CANCELLATION**

Village of Tinley Park  
16250 S. Oak Park Ave.

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

WA Flagler

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# Interoffice Memo

**Date:** March 10, 2023  
**To:** John Urbanski, Public Works Director  
**From:** Kelly Mulqueeny, Street Superintendent  
**Subject:** Lawn Treatments - 2023 Service Contract Renewal (Year 3 of 3)

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

Scope of Work:

This service contract is a renewal for a qualified contractor to provide lawn treatments to the Villages 234 acres of lawn areas throughout Tinley Park. The scope varies by location.

Description:

Public Works is recommending that we approve the renewal contract for lawn treatments at various locations in Tinley Park. The contract has the option of two (2) – one (1) year renewals. This would be the second (2nd) and final renewal.

Budget / Finance:

Funding in the amount of \$45,000 is requested in the FY24 Budget; Road and Bridge:

Budget Available	\$45,000
Bid Amount	<u>\$41,107</u>
Difference (Under Budget)	\$3,893

Staff Direction Request:

1. Approve the service contract for FY24 mowing contract for TruGreen Limited Partnership in the amount of \$41,107.
2. Direct Staff as necessary.



# Interoffice Memo

**Date:** March 13, 2023  
**To:** John Urbanski, Public Works Director  
**From:** Kelly Mulqueeney, Street Superintendent  
**Subject:** Landscape Maintenance Mowing – Service Contract Award Renewal (Year 2 of 3)

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

Scope of Work:

The service contract is for the mowing services by a qualified contractor for 234 acres of lawn throughout Tinley Park.

Description:

Public Works is recommending that we extend our current contract for an additional year for mowing service for our 234 acres of turf in various locations in Tinley Park. The contract has the option of 2 (two) – 1 (one) year renewals. This would be the first extension out of the possible 2 (two) extensions.

Budget / Finance:

Funding is budgeted in the FY24 Budget:

Budget Available	\$270,000.00
Year 2 of 3 contract (based on 32 mowings with 3% increase)	<u>\$255,704.59</u>
Difference	\$14,295.41

Staff Direction Request:

1. Approve the service contract for the FY24 Contract with City Escape Garden and Design, LLC of Chicago, IL at the estimated cost of \$255,704.59.
2. Direct Staff as necessary.

**PRESENTATION OF DRAFT  
FISCAL YEAR 2024 BUDGET**



# Interoffice

## Memo

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**Date:** March 21, 2023

**To:** Village Board

**From:** Pat Carr, Village Manager  
Hannah Lipman, Assistant Village Manager/Interim Treasurer  
John Urbanski, Public Works Director  
Donna Framke, Marketing Director  
Dan Ritter, Community Development Director

**Subject:** Harmony Square Plaza

### Overview

As the Board is aware, after many years of waiting, we've been able to finally publicly announce that we are moving forward with Harmony Square Plaza. The plaza will serve as a community gathering place, full of year-round events and happenings, that will in turn support the surrounding businesses and drive further downtown growth.

Staff has been working with our various partners and stakeholders to make this a reality. It truly has been a team effort. In fact, we want to note that as things begin to really takeoff, it will be a true Public Private Partnership (P3) bringing this project to life. A developer, Tinley Park Main Street LLC, has submitted an initial application for surrounding development that will also complement the plaza. We have yet to finalize plans as things are in the preliminary stages. Over the next few months, we anticipate finalizing the plans to bring to the Board for review. Working hand in hand with a private group has brought more possibilities into play that the team is very excited about, and are sure the community will love, too.

In order to move onto the next phases, we need to re-establish various contracts for the project. Before things came to a halt a few years ago, the plaza was ready to go in terms of final set construction documents and engineering. Because of our new partnership, we will be able to incorporate some new features, and therefore, need to also update many of the design and engineering documents. The Lakota Group, who has fully designed the plaza,

will continue to be the lead on design. Robinson Engineering will oversee needs related to infrastructure, while Burke will oversee the burial and relocation of utilities. R.C. Wegman in partnership with Cullen Construction Management will serve as the construction manager for the project, keeping all the moving pieces on track.

**Action**

Staff is asking the Village Board to move the following (Schematic Phase - Master Planning) contracts to the Board meeting for approval:

- Lakota Group
- Robinson Engineering
- Burke Engineering
- R.C. Wegman



# Interoffice Memo

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**Date:** March 13, 2023

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

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

**Subject:** Harmony Square Infrastructure Improvements-The Lakota Group

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

Description: The Lakota Group has presented a proposal to provide professional design services for the development of Harmony Square. These improvements include site design and architectural services that are necessary to adequately support this development per rates attached to agreement. The Lakota Group previously designed Harmony Square all the way through construction documents, but will need to make adjustments and updates given the time that has passed.

Staff Direction Request:

1. Approve Agreement with The Lakota Group.
2. Direct Staff as necessary.

Attachment:

1. Agreement for Professional Services.

## AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into this 15<sup>th</sup> day of March, 2023 ("Effective Date"), between the Village of Tinley Park, Illinois ("Village"), located at 16250 South Oak Park Avenue, Tinley Park, IL 60477, and The Lakota Group ("Consultant"), collectively the "Parties" for the following project:

### I. Services

- A. Consultant agrees to provide, as an independent contractor to the Village, the professional services included in Exhibit A, attached hereto and made a part hereof, as well as such other or incidental services as may be necessary to carry out said professional services, as well as any other professional services requested by the Village as mutually agreed to by the parties (hereinafter the "Services"). The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality in compliance with applicable laws, ordinances and regulations. The express terms of this Agreement shall take precedence and control over any term or provision of any Exhibit that in any way conflicts with, differs from, or attempts to alter the terms of this Agreement.
- B. The Services shall be provided by employees of Consultant, who are experienced, certified, and/or qualified and licensed, to the extent necessary to perform said Services in the State of Illinois.
- C. It is understood and agreed by the parties that the Consultant is an independent contractor retained for the above-mentioned purpose. The Village shall not control the manner nor the means of the Consultant's performance, but shall be entitled to a work product as described herein. The term "subconsultant" shall mean and include only those hired by and having a direct contract with Consultant for performance of work on the Project. The Village shall have no responsibility to any subconsultant employed by a Consultant for performance of work on the Project, and all subconsultants and material suppliers shall look exclusively to the Consultant for any payments due. The Village will **not** be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. Every subconsultant shall be bound by the terms and provisions of this Contract as far as applicable to their work. The Consultant shall be fully responsible to the Village for the acts and omissions of its subconsultants, and shall ensure that any subconsultants perform in accordance with the requirements of this Agreement. Nothing contained herein shall create any contractual or employment relations between any subconsultant and the Village. The Consultant is solely responsible for the safety procedures, programs and methods of its employees and agents and shall hold the Village harmless for any and all damages resulting from violations thereof. The Consultant shall comply with all applicable federal, State and local safety laws and regulations.

### II. COMPENSATION

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

### III. INDEMNIFICATION AND HOLD HARMLESS.

Consultant will indemnify and hold harmless, protect and defend, at its own cost and expense, the Village, its officers, officials, Village President and Board of Trustees, agents, employees, volunteers, representatives, assigns, successors, transferees, licensees, invitees, attorneys, or other persons or property standing in the interest of the Village, from any and all risks, lawsuits, actions, damages, losses, expenses (including attorneys' fees), claims, or liabilities of any character, brought because of any death, injuries or damages received or sustained by any person, persons, or property on account of any negligent act or omission by the Consultant, its officers, agents and/or employees, including any of its subconsultants, arising out of or in performance of any provision of this Agreement, including any claims or amounts arising or recovered under the Workers' Compensation Act or any other law, ordinance, order or decree.

### IV. INSURANCE

During the term of this Agreement, Consultant shall provide and maintain the types of insurance set forth in Exhibit C, written on the comprehensive form and as "occurrence" policies, primary to any insurance of the Village, in not less than the specified amounts.

Consultant shall furnish to the Village, prior to commencing any activities under this Agreement, and annually thereafter, satisfactory proof of the above insurance requirements by a reliable insurance company or companies authorized to do business in Illinois. Such proof shall consist of certificates executed by the respective insurance companies and attached to this Agreement as Exhibit D. Said certificates shall list the Village and its officers, officials, Village President and Board of Trustees, agents, employees, volunteers, representatives, assigns, successors, and attorneys, as additional insureds on all required insurance policies.

### V. WARRANTY

Consultant represents and warrants to the Village that it has the experience and ability to perform the services required by this Agreement, that it will perform said services in a professional, competent and timely manner, as represented and suitable for the performance of the Agreement, and that that it has the power to enter into and perform this Agreement.

### VI. NOTICE

Except to the extent that verbal notice is otherwise permitted herein, proper notice may be given by personal service or certified or registered mail to:

The Lakota Group

One East Wacker, Suite 2700

Chicago, Illinois 60601

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 The Lakota Group, Inc. have executed this agreement.

**VILLAGE OF TINLEY PARK**

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

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

**THE LAKOTA GROUP, INC.**

By:   
President

DATE: 03/15/2023

## 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.

The Lakota Group, Inc.

Name of Consultant (please print)

  
Submitted by (signature)

President

Title

### Certificate of Compliance with Illinois Human Rights Act

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

The Lakota Group, Inc.

Name of Consultant (please print)

  
Submitted by (signature)

President

Title

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

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

The Lakota Group, Inc.



Name of Consultant (please print)

Submitted by (signature)

President

Title

### **Certificate Regarding Sexual Harassment Policy**

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

The Lakota Group, Inc.



Name of Consultant (please print)

Submitted by (signature)

President

Title

## **EXHIBIT A**

### **Scope of Professional Services**

Scope of services will generally consist of Schematic Design for landscape architecture and architecture of Harmony Square and the surrounding streetscapes, as well as other downtown related design elements, such as creek bank stabilization and pedestrian connections.

**EXHIBIT B**

**Fee Schedule**

**Attached to Proposal**

March 14, 2023

## Harmony Square + Downtown Schematic Planning and Design Services

Tinley Park, Illinois

116 West Illinois Street  
Floor 7  
Chicago, Illinois 60654  
p 312.467.5445  
f 312.467.5484  
thelakotagroup.com

Professional Services Agreement between THE LAKOTA GROUP and VILLAGE OF TINLEY PARK

### PROJECT SCOPE:

---

The Lakota Group (Lakota) is pleased to provide our professional planning and design services proposal to assist with the development of an expanded design vision for Harmony Square in Downtown Tinley Park. Based on the initial sketches and renderings created for the St. Patrick's Day event, the Lakota team will further update the Schematic Design plan before engaging in Design Development and Construction Documents. TRIA Architecture will work with the Lakota team on the architectural components of the plan, including updating the stage Schematic Design and generating ideas for a new support building.

It is our understanding that the overall process will be managed by Wegman/Cullen Construction Management to ensure coordination between the various private developments and the plaza. Once an overall Schematic Design vision has been developed, our team will re-engage in Design Development and Construction Documents under a separate contract.

### PHASE 1: HARMONY SQUARE SCHEMATIC DESIGN

#### TASK 1.1: STAFF/TEAM KICK-OFF MEETING (Mtg. #1)

The team will meet with Village staff and the consultant team to review current new parcel configuration, adjacent building site uses, and current schematic Harmony Square concepts to gain feedback on an improved direction, delineate responsibilities, and establish a timeline.

#### TASK 1.2: SCHEMATIC HARMONY SQUARE CONCEPTS

Our team will begin to develop a range of expanded alternative schematic concepts for the preferred Harmony Square site, by working with staff to identify new site planning alternatives on adjacent parcels and repositioning our original plaza designs and programming goals. These concept plan alternatives will address a range of micro and macro issues and opportunities related to enhancing and reinforcing a cohesive sense of character and "sense of place" for the community. These visions will be developed using a range of 2- and 3-dimensional graphics and focus on relationships, locations, and orientation of key adjacent building sites, use areas, and program elements of the plaza.

#### TASK 1.3: SITE DESIGN

Based on the input received by staff, the team will create preliminary design drawings for the plaza and adjacent site area to review with Village staff. Elements of the preliminary plan will address:

- Adjacent potential building relationships/orientation and linkages
- Stage and performance areas
- Existing or planned public underground/overhead utilities

- Parking areas, crosswalks, pedestrian wayfinding, emergency, and delivery access
- Access and staging for special events, green room space for performances, temporary structures
- Water feature/splash pad programming and size confirmation
- Location and size confirmations of temporary ice rink
- Restrooms and equipment booth (for projection, sound, lighting, etc.)
- Staging for public markets and a variety of other events
- Shade structures, street and plaza trees, raised landscape planters, trash receptacles, on-site signage, crosswalks, night lighting, and security measures
- Outdoor dining and gathering spaces
- Storage options
- Surrounding streetscape design and paving (173<sup>rd</sup> Street, 67<sup>th</sup> Court extended, 67<sup>th</sup> Avenue, 172<sup>nd</sup> Street)

Additional downtown planning concepts may include:

- Midlothian Creek bank stabilization
- Pedestrian and bike connections throughout downtown
- Nearby open space/greenways and linkages

### **TASK 1.3: PRELIMINARY SITE ELEMENTS AND MATERIALS PALETTE**

Review and update our preliminary palette for site elements and materials, including hardscape, site furniture, and lighting options.

### **TASK 1.4: ARCHITECTURAL DESIGN**

Based on previous concepts and program and preliminary sketch site plans, TRIA will develop Schematic Design options for architectural components of the plan, including:

- Two to three (2-3) options for the design/layout of a new support building and bathroom layouts
- Up to two revisions of the preferred design option
- Revised SketchUp model and rendering of the stage and support building final Schematic Design

### **TASK 1.5: PRELIMINARY PLANT PALETTE**

Review and update our preliminary plant palette for the plaza and perimeter streetscapes, including palettes for key sub-areas or garden spaces.

### **TASK 1.6: UPDATE COST OPINION**

The Lakota team will develop updated preliminary estimates of probable cost / cost opinions for the schematic site / landscape plan based on current plan direction, quantities, and construction cost considerations. Cost estimates will include line items for materials and products necessary for construction.

### **TASK 1.7: FINAL PRELIMINARY SITE/LANDSCAPE DESIGN**

Develop updated final rendered Preliminary Schematic Site/Landscape design concept for the refined Harmony Square.

### **TASK 1.8: FINAL PUBLIC PRESENTATION (Mtg. #3)**

Present the Final Preliminary Schematic Harmony Square vision to Village Board for review and comment.

**TASK 1.9: TEAM REVIEW MEETINGS**

During the Schematic Design phase, the Lakota team will conduct four-six (4-6) working meetings/calls with Team and Village representatives to review progress and design direction/budgets. Revisions will be made based on comments.

**PROJECT TIMELINE:**

The Lakota team will work with the Village of Tinley Park, Village Project Manager, and/or project subconsultants to complete this work scope within a reasonable timeline.

**PROJECT TERMS:**

The above services will be provided on an hourly rate basis with a not to exceed fee of **\$58,600** per the firm's current rates as noted below, plus reimbursable expenses.

Total Estimated Fees are as follows:

**Professional Fees:**

Schematic Design	
The Lakota Group	\$ 49,600
TRIA Architecture	\$ 9,000
Design Development	\$ NIC
Construction Documents	\$ NIC
Permitting and Bid	\$ NIC
Construction Administration	TBD
Reimbursable Expenses (5%):	\$ 2,930
<b>Total:</b>	<b>\$ 61,530</b>

*Any additional services requested of Lakota beyond those listed above will be conducted on an hourly basis and billed according to Lakota's current billing rates. If requested, a fee estimate will be provided for a task or an assignment based on a defined work scope.*

**Lakota Hourly Billing Rates (2023):**

President	\$330
Principal	\$305
Associate Principal	\$260
Vice President	\$220
Senior Associate	\$205
Project Planner/Designer/Manager	\$185
Planner/Urban Designer/Landscape Architect	\$140-\$155
Research/Operations Staff	\$100

**TRIA Architecture Billing Rates (2023):**

Principal Architect	\$225
Associate Architect	\$190
Architectural Associate	\$180
Senior Staff Architect / Senior Interior Designer	\$170
Staff Architect II / Interior Designer II	\$160
Architectural Staff II	\$160
Staff Architect I / Interior Designer I	\$150
Senior Architectural Staff	\$150
Architectural Staff	\$140

Graphic Designer	\$135
Architectural Intern / Interiors Intern	\$130
Administrative Assistant	\$110

Reimbursable expenses will be billed at direct expense and include but not limited to:

- **Travel** related to field work/site visits (mileage billed at \$0.625 per mile/car rental/tolls/parking/carshare)
- **Delivery** (faxes/postage/messenger/express)
- **Copying/Reproduction**
- **Computer Plots**
- **Renderings/Models** (if requested by client)
- **Miscellaneous** (municipal documents, special reports, data)

#### ADDITIONAL TERMS

This proposal does not include the following tasks:

- Design Development or Construction Documents (future phase, once Schematic Design is complete)
- Property or legal surveys (by surveyor)
- Fountain/Water Feature Design (future phase)
- Additional streetscape or site plan concepts (additional services if requested)
- Civil, environmental, structural, or MEP engineering (by others)
- Engineering for chillers or ice equipment (future phase by others)
- Architectural layout or design for the Teahan's Building/new Durbins (additional, if requested)
- Additional Client meetings or Village presentations not outlined above

Professional fees and expenses will be billed monthly for work completed. Either party may terminate this agreement 30 days after written notice. Lakota shall be compensated for all services performed up to that date.

Please indicate acceptance of this agreement by signing one copy and returning it to our attention via email. Lakota will begin services after receiving written authorization to proceed.

*The Lakota Group appreciates the opportunity to provide the Village of Tinley Park with Professional Planning and Design Support Services.*

\_\_\_\_\_  
**Scott Freres, PLA, ASLA**  
 President  
 The Lakota Group

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Printed Name

\_\_\_\_\_  
 Title

## **EXHIBIT C**

### **Required Insurance**

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

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

**EXHIBIT D**

**Insurance Certificates**



March 14, 2023

## Harmony Square + Downtown Schematic Planning and Design Services

Tinley Park, Illinois

116 West Illinois Street  
Floor 7  
Chicago, Illinois 60654  
p 312.467.5445  
f 312.467.5484  
thelakotagroup.com

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- Architectural layout or design for the Teahan's Building/new Durbins (additional, if requested)
- Additional Client meetings or Village presentations not outlined above

Professional fees and expenses will be billed monthly for work completed. Either party may terminate this agreement 30 days after written notice. Lakota shall be compensated for all services performed up to that date.

Please indicate acceptance of this agreement by signing one copy and returning it to our attention via email. Lakota will begin services after receiving written authorization to proceed.

*The Lakota Group appreciates the opportunity to provide the Village of Tinley Park with Professional Planning and Design Support Services.*

\_\_\_\_\_  
**Scott Freres, PLA, ASLA**  
 President  
 The Lakota Group

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Printed Name

\_\_\_\_\_  
 Title



# Interoffice Memo

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**Date:** March 13, 2023

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

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

**Subject:** Harmony Square Infrastructure Improvements-R.C. Wegman

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

Description: R.C. Wegman has presented a proposal to provide professional Owners Rep./Construction Management services for the development of Harmony Square. These improvements include project management as an owners representative in coordination of the public, private partnership (P3) that is necessary to adequately support this development per rates attached to agreement.

Staff Direction Request:

1. Approve Agreement with R.C. Wegman.
2. Direct Staff as necessary.

Attachment:

1. Agreement for Professional Services.

## AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into this 14th day of March, 2023 ("Effective Date"), between the Village of Tinley Park, Illinois ("Village"), located at 16250 South Oak Park Avenue, Tinley Park, IL 60477, and R.C. Wegman Construction Company ("Consultant"), collectively the "Parties" for the following project:

### I. Services

- A. Consultant agrees to provide, as an independent contractor to the Village, the professional services included in Exhibit A, attached hereto and made a part hereof, as well as such other or incidental services as may be necessary to carry out said professional services, as well as any other professional services requested by the Village as mutually agreed to by the parties (hereinafter the "Services"). The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality in compliance with applicable laws, ordinances and regulations. The express terms of this Agreement shall take precedence and control over any term or provision of any Exhibit that in any way conflicts with, differs from, or attempts to alter the terms of this Agreement.
- B. The Services shall be provided by employees of Consultant, who are experienced, certified, and/or qualified and licensed, to the extent necessary to perform said Services in the State of Illinois.
- C. It is understood and agreed by the parties that the Consultant is an independent contractor retained for the above-mentioned purpose. The Village shall not control the manner nor the means of the Consultant's performance, but shall be entitled to a work product as described herein. The term "subconsultant" shall mean and include only those hired by and having a direct contract with Consultant for performance of work on the Project. The Village shall have no responsibility to any subconsultant employed by a Consultant for performance of work on the Project, and all subconsultants and material suppliers shall look exclusively to the Consultant for any payments due. The Village will **not** be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. Every subconsultant shall be bound by the terms and provisions of this Contract as far as applicable to their work. The Consultant shall be fully responsible to the Village for the acts and omissions of its subconsultants, and shall ensure that any subconsultants perform in accordance with the requirements of this Agreement. Nothing contained herein shall create any contractual or employment relations between any subconsultant and the Village. The Consultant is solely responsible for the safety procedures, programs and methods of its employees and agents and shall hold the Village harmless for any and all damages resulting from violations thereof. The Consultant shall comply with all applicable federal, State and local safety laws and regulations.

### II. COMPENSATION

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

### III. INDEMNIFICATION AND HOLD HARMLESS.

Consultant will indemnify and hold harmless, protect and defend, at its own cost and expense, the Village, its officers, officials, Village President and Board of Trustees, agents, employees, volunteers, representatives, assigns, successors, transferees, licensees, invitees, attorneys, or other persons or property standing in the interest of the Village, from any and all risks, lawsuits, actions, damages, losses, expenses (including attorneys' fees), claims, or liabilities of any character, brought because of any death, injuries or damages received or sustained by any person, persons, or property on account of any negligent act or omission by the Consultant, its officers, agents and/or employees, including any of its subconsultants, arising out of or in performance of any provision of this Agreement, including any claims or amounts arising or recovered under the Workers' Compensation Act or any other law, ordinance, order or decree.

### IV. INSURANCE

During the term of this Agreement, Consultant shall provide and maintain the types of insurance set forth in Exhibit C, written on the comprehensive form and as "occurrence" policies, primary to any insurance of the Village, in not less than the specified amounts.

Consultant shall furnish to the Village, prior to commencing any activities under this Agreement, and annually thereafter, satisfactory proof of the above insurance requirements by a reliable insurance company or companies authorized to do business in Illinois. Such proof shall consist of certificates executed by the respective insurance companies and attached to this Agreement as Exhibit D. Said certificates shall list the Village and its officers, officials, Village President and Board of Trustees, agents, employees, volunteers, representatives, assigns, successors, and attorneys, as additional insureds on all required insurance policies.

### V. WARRANTY

Consultant represents and warrants to the Village that it has the experience and ability to perform the services required by this Agreement, that it will perform said services in a professional, competent and timely manner, as represented and suitable for the performance of the Agreement, and that that it has the power to enter into and perform this Agreement.

### VI. NOTICE

Except to the extent that verbal notice is otherwise permitted herein, proper notice may be given by personal service or certified or registered mail to:

Colette Rozanski  
R. C. Wegman Construction Company  
750 Morton Avenue  
Aurora IL 60506

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 R.C. Wegman Construction Company. have executed this agreement.

**VILLAGE OF TINLEY PARK**

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

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

**R.C. WEGMAN CONSTRUCTION COMPANY**

By: Colette Rozanski  
TITLE: President

DATE: 3/14/2023

## 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.

R.C. WEGMAN CONSTRUCTION COMPANY

Name of Consultant (please print)

Colette Rozanski

President

Title

Colette Rozanski

Submitted by (signature)

### 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.

R.C. WEGMAN CONSTRUCTION COMPANY

Name of Consultant (please print)

Colette Rozanski

President

Title

Colette Rozanski

Submitted by (signature)

## 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.

R.C. WEGMAN CONSTRUCTION COMPANY

Name of Consultant (please print)

Colette Rozanski

President

Title

Colette Rozanski

Submitted by (signature)

## 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.

R.C. WEGMAN CONSTRUCTION COMPANY

Name of Consultant (please print)

Colette Rozasnki

President

Title

Colette Rozanski

Submitted by (signature)

## **EXHIBIT A**

### **Scope of Professional Services**

#### **SCOPE OF SERVICES**

R.C. Wegman has partnered with sub consultant Cullen Construction Management to provide Owners Representation Consulting Services during the **Preconstruction Phase - Schematic** of the Harmony Square Project and act as an extension of **Tinley Park**. Our focus will be on communication, accountability, schedule, and budget management to drive the project to completion.

#### **PROJECT INITIATION**

Once retained, we will meet with the Project Team to gain a thorough understanding of the project and the owner's goals and objectives. Establishing this upfront will provide a solid foundation to meet challenges that may be encountered through the conceptual phase. Our approach includes the following tasks:

Review all available information concerning the project. Information may include:

- Program documentation to date
- Meeting notes and correspondences
- Current project schedule
- Identify project constraints
- Understand Municipal approvals and related documents
- Review target budget established and current market conditions
- Review Funding opportunities

#### **PRECONSTRUCTION PLANNING**

- Schedule Development to include all design, approval, funding and construction milestones
- Budget Development to include cost estimating, procurement and bidding, soft cost breakdown as well as establishing funding sources and expectations.
- Procurement – Develop and manage procurement process
- Development Agreement – Review and coordinate the needs of Tinley Park with project and team member requirements. Work with the Tinley Park legal team of finalize agreements
- Contract negotiations – Manage the negotiation process with the designers, developers, and contractors along with the Tinley Park legal team
- Program and Design Management – Oversee the development of the program and evolution of the design to meet the requirements of Tinley Park
- Financial Controls and Reporting – Management the anticipated costs of the project and provide regularly reporting and updates.
- Schedule Reporting – Management of the milestone schedule and provide regular reporting and updates.

#### **COST ESTIMATE**

- Provide a detailed cost conceptual estimate based on location, site conditions, schedule, owner program, design and project documentation.
  - Develop recommendations and value opportunities with the evolution of the design.
-

## **EXHIBIT B**

### **Fee Schedule**

Phase 1      Preconstruction Owner Representation Services      \$75,000 Allowance

#### **Hourly Rates:**

Principal	\$285/hour
Project Executive	\$250/hour
Director Technical Services	\$175/hour
Senior Project Manager	\$165/hour
Project Manager	\$150/hour
Assistant Project Manager	\$120/hour

#### Notes:

1. The allowance will be tracked hourly and billed monthly. Costs will not exceed allowance without approval in writing.
2. Typical Reimbursable expenses are not included in the above monthly retainer amounts (travel, plan copies / printing, postage / messenger services, etc.)
3. Invoicing: 6% interest, compounded monthly for any invoices outstanding beyond 60 days

## **EXHIBIT C**

### **Required Insurance**

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

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

**EXHIBIT D**

**Insurance Certificate**





# Interoffice Memo

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**Date:** March 13, 2023

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

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

**Subject:** Harmony Square Infrastructure Improvements-Christopher B. Burke Engineering, Ltd.

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Presented at the Committee of the Whole and Village Board Meeting consideration and possible action.

Description: Christopher B. Burke Engineering, Ltd. (CBBEL) has presented a proposal for Professional Engineering Services to provide data collection, field reconnaissance, civil and utility design services for the development of Harmony Square.

Project coordination for CBBEL's work will be led by The Lakota Group and R.C. Wegman Construction. These improvements include roadway, plaza lighting, street lighting, dry utility relocation, permitting and dry utility improvements that is necessary to adequately support this development.

Staff Direction Request:

1. Approve Agreement with CBBEL.
2. Direct Staff as necessary.

Attachment:

1. Agreement for Professional Services.
2. Proposal letter from CBBEL.

## AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into this       day of       , 2023 ("Effective Date"), between the Village of Tinley Park, Illinois ("Village"), located at 16250 South Oak Park Avenue, Tinley Park, IL 60477, and Christopher B. Burke Engineering, Ltd. ("Consultant"), collectively the "Parties" for the following project:

### I. Services

- A. Consultant agrees to provide, as an independent contractor to the Village, the professional services included in Exhibit A, attached hereto and made a part hereof, as well as such other or incidental services as may be necessary to carry out said professional services, as well as any other professional services requested by the Village as mutually agreed to by the parties (hereinafter the "Services"). The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality in compliance with applicable laws, ordinances and regulations. The express terms of this Agreement shall take precedence and control over any term or provision of any Exhibit that in any way conflicts with, differs from, or attempts to alter the terms of this Agreement.
- B. The Services shall be provided by employees of Consultant, who are experienced, certified, and/or qualified and licensed, to the extent necessary to perform said Services in the State of Illinois.
- C. It is understood and agreed by the parties that the Consultant is an independent contractor retained for the above-mentioned purpose. The Village shall not control the manner nor the means of the Consultant's performance, but shall be entitled to a work product as described herein. The term "subconsultant" shall mean and include only those hired by and having a direct contract with Consultant for performance of work on the Project. The Village shall have no responsibility to any subconsultant employed by a Consultant for performance of work on the Project, and all subconsultants and material suppliers shall look exclusively to the Consultant for any payments due. The Village will **not** be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. Every subconsultant shall be bound by the terms and provisions of this Contract as far as applicable to their work. The Consultant shall be fully responsible to the Village for the acts and omissions of its subconsultants, and shall ensure that any subconsultants perform in accordance with the requirements of this Agreement. Nothing contained herein shall create any contractual or employment relations between any subconsultant and the Village. The Consultant is solely responsible for the safety procedures, programs and methods of its employees and agents and shall hold the Village harmless for any and all damages resulting from violations thereof. The Consultant shall comply with all applicable federal, State and local safety laws and regulations.

### II. COMPENSATION

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

### III. INDEMNIFICATION AND HOLD HARMLESS.

Consultant will indemnify and hold harmless, protect and defend, at its own cost and expense, the Village, its officers, officials, Village President and Board of Trustees, agents, employees, volunteers, representatives, assigns, successors, transferees, licensees, invitees, attorneys, or other persons or property standing in the interest of the Village, from any and all risks, lawsuits, actions, damages, losses, expenses (including attorneys' fees), claims, or liabilities of any character, brought because of any death, injuries or damages received or sustained by any person, persons, or property on account of any negligent act or omission by the Consultant, its officers, agents and/or employees, including any of its subconsultants, arising out of or in performance of any provision of this Agreement, including any claims or amounts arising or recovered under the Workers' Compensation Act or any other law, ordinance, order or decree.

### IV. INSURANCE

During the term of this Agreement, Consultant shall provide and maintain the types of insurance set forth in Exhibit C, written on the comprehensive form and as "occurrence" policies, primary to any insurance of the Village, in not less than the specified amounts.

Consultant shall furnish to the Village, prior to commencing any activities under this Agreement, and annually thereafter, satisfactory proof of the above insurance requirements by a reliable insurance company or companies authorized to do business in Illinois. Such proof shall consist of certificates executed by the respective insurance companies and attached to this Agreement as Exhibit D. Said certificates shall list the Village and its officers, officials, Village President and Board of Trustees, agents, employees, volunteers, representatives, assigns, successors, and attorneys, as additional insureds on all required insurance policies.

### V. WARRANTY

Consultant represents and warrants to the Village that it has the experience and ability to perform the services required by this Agreement, that it will perform said services in a professional, competent and timely manner, as represented and suitable for the performance of the Agreement, and that that it has the power to enter into and perform this Agreement.

### VI. NOTICE

Except to the extent that verbal notice is otherwise permitted herein, proper notice may be given by personal service or certified or registered mail to:

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

OR TO:

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

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

## VII. INTERPRETATION

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

**VILLAGE OF TINLEY PARK**

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

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

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

By:  \_\_\_\_\_  
TITLE: President – Mike Kerr, PE

DATE: March 14, 2023

## CERTIFICATIONS BY CONSULTANT

### Eligibility to Contract

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

Christopher B. Burke Engineering, Ltd

Name of Consultant (please print)



Submitted by (signature)

Mike Kerr - President

Title

### Certificate of Compliance with Illinois Human Rights Act

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

Christopher B. Burke Engineering, Ltd

Name of Consultant (please print)



Submitted by (signature)

Mike Kerr - President

Title

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

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

Christopher B. Burke Engineering, Ltd

Name of Consultant (please print)



Submitted by (signature)

Mike Kerr - President

Title

## Certificate Regarding Sexual Harassment Policy

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

Christopher B. Burke Engineering, Ltd

Name of Consultant (please print)



Submitted by (signature)

Mike Kerr - President

Title

## **EXHIBIT A**

### **Scope of Professional Services**

Scope of services will generally consist of site civil, overhead dry utility relocation from overhead to underground, electrical and street lighting design within the project limits and all required coordination as furthered described in the Harmony Square Downtown Plaza Development Professional Engineering Services Proposal – Time & Materials Agreement dated March 14, 2023.

**EXHIBIT B**

**Fee Schedule**

**Attached to Professional Engineering Services Proposal**

## **EXHIBIT C**

### **Required Insurance**

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

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

**EXHIBIT D**

**Insurance Certificates**



# 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>FAX (A/C, No):</b> (708) 429-3105 <b>E-MAIL ADDRESS:</b> Gail.Pope@DonneInsurance.com																					
<b>INSURED</b> Christopher B. Burke Engineering Ltd. 9575 W. Higgins Road Suite 600 Rosemont IL 60018	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>The Phoenix Ins Co</td><td>25623</td></tr><tr><td>INSURER B:</td><td>The Travelers Ind Co</td><td>25658</td></tr><tr><td>INSURER C:</td><td>Travelers Prop Cas Ins Co Amer</td><td>25674</td></tr><tr><td>INSURER D:</td><td>Travelers Casualty &amp; Surety</td><td>19038</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:	The Phoenix Ins Co	25623	INSURER B:	The Travelers Ind Co	25658	INSURER C:	Travelers Prop Cas Ins Co Amer	25674	INSURER D:	Travelers Casualty & Surety	19038	INSURER E:			INSURER F:		
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INSURER D:	Travelers Casualty & Surety	19038																				
INSURER E:																						
INSURER F:																						

**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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Blanket Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y		6803H482979	10/15/2022	10/15/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		BA0R320572	10/15/2022	10/15/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y		CUP2C769665	10/15/2022	10/15/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB7J091851	10/15/2022	10/15/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 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: Harmony Square Downtown Plaza Development - Additional Insured: Village of Tinley Park and its officers, officials, Village President and Board of Trustees, agents, employees, volunteers, representatives, assigns, successors, transferees, licensees, invitees, and attorneys - General liability policy includes blanket additional insured status, primary and non-contributory coverage and waiver of subrogation, in any written contract or agreement requiring insurance. Workers compensation policy includes waiver of subrogation. Automobile liability policy includes blanket additional insured status and waiver of subrogation, in any written contract or agreement requiring insurance. 30 day notice of cancellation. Umbrella follows form.

**CERTIFICATE HOLDER****CANCELLATION**

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

Page 1 of 1

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.

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

**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 <input type="checkbox"/> 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 <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER 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

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ACORD 25 (2016/03)

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SR ID: 22605396

BATCH: 2531840

**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.

- 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.

- 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.

- |   |   |
|---|---|
| <ul style="list-style-type: none"> <li><b>A. BROAD FORM NAMED INSURED</b></li> <li><b>B. BLANKET ADDITIONAL INSURED</b></li> <li><b>C. EMPLOYEE HIRED AUTO</b></li> <li><b>D. EMPLOYEES AS INSURED</b></li> <li><b>E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS</b></li> <li><b>F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS</b></li> <li><b>G. WAIVER OF DEDUCTIBLE – GLASS</b></li> </ul> | <ul style="list-style-type: none"> <li><b>H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT</b></li> <li><b>I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT</b></li> <li><b>J. PERSONAL PROPERTY</b></li> <li><b>K. AIRBAGS</b></li> <li><b>L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS</b></li> <li><b>M. BLANKET WAIVER OF SUBROGATION</b></li> <li><b>N. UNINTENTIONAL ERRORS OR OMISSIONS</b></li> </ul> |
|---|---|

### **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:

- If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- The airbags are not covered under any warranty; and
- 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:

- You (if you are an individual);
- A partner (if you are a partnership);
- A member (if you are a limited liability company);
- An executive officer, director or insurance manager (if you are a corporation or other organization); or
- 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.



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

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

March 14, 2023

Village of Tinley Park  
16250 South Oak Park Avenue  
Tinley Park, IL 60477

Attention: John Urbanski, CPWP-M  
Public Works Director

Subject: Professional Engineering Services Proposal  
**Harmony Square Downtown Plaza Development**  
Time & Materials Agreement  
Tinley Park, Illinois

Dear Mr. Urbanski:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to submit this proposal for professional engineering services related to the site civil, dry utility relocation and electrical portions of the Harmony Square Downtown Plaza Development. Included in this proposal are our Understanding of the Assignment, Assumed Scope of Services and Estimated Work Effort.

**UNDERSTANDING OF THE ASSIGNMENT**

CBBEL understands that the Village of Tinley Park is restarting engineering, permitting and planning on their Downtown Harmony Square Plaza project that was previously put on hold in early 2021. The proposed improvements will be based on the revised concept plans prepared by The Lakota Group in March 2023 in addition to proposed residential/mixed-use development plans on adjacent properties to be completed by private development groups.

The limits of the improvements are generally understood to be bound by North Street to the south, 172<sup>nd</sup> Street to the north, 67<sup>th</sup> Avenue to the east, and Oak Park Avenue, 173<sup>rd</sup> Street and 67<sup>th</sup> Court to the west.

Project coordination will be led by the R.C. Wegman Construction, with the Village's consultants handling various aspects of the development design. CBBEL's scope will generally consist of site civil, overhead dry utility relocation from overhead to underground, electrical and street lighting design within the project limits and all required coordination. It is our understanding that Robinson Engineering will update the original survey for the plaza site completed in 2018 and will provide new survey of the expanded project limits. It is also understood geotechnical investigation along with the CCDD soil sampling and testing will be completed by others.

### **ASSUMED SCOPE OF SERVICES**

CBBEL's assumed scope of work generally includes the following items:

- Data collection and field reconnaissance.
- Site civil and utility design for the proposed plaza and adjacent parcels based on concepts provided by the Lakota Group.
- General roadway and utility design work within the project limits.
- Lighting design including the proposed plaza lighting and street lighting throughout the project limits.
- Electrical design for the proposed plaza and related amenities.
- Dry utility relocation design and coordination.
- Preparation of engineering plans, specifications and cost estimates relating to the above scope.
- Permitting (as needed).
- Project coordination and attendance at project meetings and/or conference calls with other consultants, Village staff, utility companies, government agencies, etc.

It shall be understood that as the project unfolds, CBBEL's role and Scope of Services will be further refined. It is anticipated that a subsequent proposal will be provided to the Village once this information is available.

### **ESTIMATED WORK EFFORT**

As directed by the Village, CBBEL will perform this work and bill the Village on a time and materials (T&M) basis. We will bill you at the hourly rates specified in 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 sign and return one copy of this agreement as an indication of acceptance and notice to proceed. Please feel free to contact us anytime.

Sincerely,



Michael E. Kerr, PE  
President

Encl. Tinley Park Schedule of Charges

THIS PROPOSAL AND SCHEDULE OF CHARGES ACCEPTED FOR 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>	<u>Charges*</u> <u>(\$/Hr)</u>
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

Direct Costs

Outside Copies, Blueprints, Messenger, Delivery Services, Mileage      Cost + 12%

\*Charges include overhead and profit

**Harmony Square Downtown Plaza Development****Schematic Phase Masterplanning**

Duration: 4 months, April - July 2023



	Description	Team Member	Budget Value
1	Preconstruction - Owners Representation	R.C. Wegman / Cullen CM	\$ 75,000
2	Urban Planning	The Lakota Group / Tria Architecture, Inc.	\$ 61,530
3	Site Civil, Overhead Dry Utility Relocaiton, Electrical and Street Lighting Design Engineering	Christopher B. Burke Engineering, Ltd.	\$ 50,000
4	Site Engineering and Surveying - Sidewalks, roadways, streetscape, surveying	Robinson Engineering, Ltd.	\$ 50,000
5	Engineering/Design Contingency		\$ 38,470
		<b>Not to Exceed</b>	<b>\$ 275,000</b>

All contracts to be released at a not to exceed, time and material basis.

No work will proceed beyond approved dollar values without written approval.

Prepared by: S. Cullen, 3/15/2023



# Interoffice Memo

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**Date:** March 13, 2023

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

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

**Subject:** Harmony Square Infrastructure Improvements-Robinson Engineering, Ltd.

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

Description: Robinson Engineering, Ltd. (REL) has presented a proposal to provide professional engineering survey and design services for the development of Harmony Square. These improvements include roadway, sanitary sewer, storm sewer, and watermain improvements that is necessary to adequately support this development per rates attached to agreement.

Project coordination will be made with the Village's appointed project manager and due to the time since the initial aerial site topography was completed, REL will generate an updated topographic survey of the site and the surrounding parcels in order to prepare plats, engineering utility and roadway improvement plans and potential title reports.

Staff Direction Request:

1. Approve Agreement with REL.
2. Direct Staff as necessary.

Attachment:

1. Agreement for Professional Services.
2. Proposal letter to from REL.

## AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into this      day of      , 2023 (“Effective Date”), between the Village of Tinley Park, Illinois (“Village”), located at 16250 South Oak Park Avenue, Tinley Park, IL 60477, and Robinson Engineering, Ltd. (“Consultant”), collectively the “Parties” for the following project:

### I. Services

- A. Consultant agrees to provide, as an independent contractor to the Village, the professional services included in Exhibit A, attached hereto and made a part hereof, as well as such other or incidental services as may be necessary to carry out said professional services, as well as any other professional services requested by the Village as mutually agreed to by the parties (hereafter the “Service”). 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. Conversely, the Consultant shall not coordinate, supervise and direct any portions of the Work for what they are not responsible for and shall not be responsible for, nor have control over, construction means, methods, techniques, sequences and procedures, safety, and security for any party they are not responsible for. 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.

In the event such claims, losses, damages, or expenses are legally determined to be caused by joint or concurrent negligence, they shall be borne by each party in proportion to its own negligence under comparative fault principles.

With respect to the aforementioned duty to protect and defend, this shall apply for non-professional services that are performed and to the extent covered by the Consultant's General Liability policy. The Duty to Defend does not apply to professional services that are performed which are not covered by the Consultant's Professional Liability policy.

## 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.

Consultant shall procure and maintain insurance as required by and set forth in the previous paragraph of this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate of Consultant and Consultant's officers, members, directors, partners, agents, employees, and Subconsultants to Village and anyone claiming by, through, or under Village for any and all claims, losses, costs, or damages whatsoever arising out of resulting from or in any way related to the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Consultant or Consultant's officers,

members, directors, partners, agents, employees, or Subconsultants (hereafter "Village's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Consultant by Consultant's insurers in settlement or satisfaction of Village's Claims under the terms and conditions of Consultant's insurance policies applicable thereto (excluding fees, costs, and expenses of investigation, claims adjustment, defense, and appeal). If no such insurance coverage is provided with respect to Village's Claims, then the total liability, in the aggregate of Consultant and Consultant's officers, members, directors, partners, agents, employees, and Subconsultants to Village and anyone claiming by, through, or under Village for any and all such uninsured Village's claims shall not be limited.

## V. WARRANTY

Consultant represents 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 accordance with the Standard of Care presented in Section 1.A, and that it has the power to enter into and perform this Agreement.

## VI. NOTICE

Except to the extent that verbal notice is otherwise permitted herein, proper notice may be given by personal service or certified or registered mail to:

Robinson Engineering Ltd.

17000 South Park Avenue

South Holland, IL 60473

OR TO:

Village of Tinley Park

Village Manager

16250 South Oak Park Avenue

Tinley Park IL. 60477

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

## VII. INTERPRETATION

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

## VIII. WAIVER

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

## IX. SEVERABILITY

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

## X. ENTIRE UNDERSTANDING

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

## XI. TERMINATION

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.

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

**VILLAGE OF TINLEY PARK**

By: \_\_\_\_\_  
Village President

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

**ROBINSON ENGINEERING LTD.**

By: Way Labor

Its: Director of Operations

DATE: 3/10/23

**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.

Van Calombaris

Name of Consultant (please print)

Way Labor

Submitted by (signature)

Director of Operations

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.

Van Calombaris

Name of Consultant (please print)

Way Labor

Submitted by (signature)

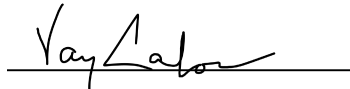
Director of Operations

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.

Van Calombaris



Name of Consultant (please print)

Submitted by (signature)

Director of Operations

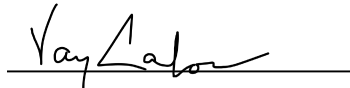
Title

## 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.

The undersigned also certifies that Consultant is in compliance with all other applicable laws and regulations regarding its performance of this Agreement.

Van Calombaris



Name of Consultant (please print)

Submitted by (signature)

Director of Operations

Title

## **EXHIBIT A**

### **Scope of Professional Services**

**Work as specified and approved by the Village of Tinley Park in the Proposal for Professional Engineering & Surveying Services for Harmony Square Development – Preliminary Public Infrastructure Improvements dated March 10, 2023.**

**EXHIBIT B**

**Fee Schedule**

**Attached to Proposal Engineering  
Services Agreement**

## **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. Village would request insurance at \$2 million/\$5 million and umbrella of \$10 million.

• 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

**EXHIBIT D**

**Insurance Certificate**



# CERTIFICATE OF LIABILITY INSURANCE

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

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

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

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

**COVERAGES** **CERTIFICATE NUMBER:** 1181002516 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EDP (Blanket) GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y	Y	MPA0000004887BU	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EDP \$ 1,035,000
D	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	BA00000004885BU	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 500,000 \$
D	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CMB0000004888BU	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC0000004886BU	1/1/2022	1/1/2023	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A B C	Professional/Pollution Liability Cyber Liability Drone Liability			MKL77PL0005084 LHC-H475039-01 MPA0000004887BU	1/1/2022 1/1/2022 1/1/2022	1/1/2023 1/1/2023 1/1/2023	Occ / Agg Limit 2,000,000 1,000,000 1,000,000

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

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

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

## CERTIFICATE HOLDER

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

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3/10/23

Project 19-R0285.01

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

Attn: Mr. John Urbanski, Director of Public Works

RE: **Proposal for Professional Engineering & Surveying Services**  
Harmony Square Development – Preliminary Public Infrastructure Improvements

Dear Mr. Urbanski:

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

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

## **1. PROJECT OVERVIEW**

The Village is undertaking the responsibility for providing public infrastructure improvements in conjunction with the Harmony Square Development that is bounded by North St., 67<sup>th</sup> Ave., 172<sup>nd</sup> St. and 67<sup>th</sup> Ct. and 173<sup>rd</sup> St. These improvements include roadway, sanitary sewer, storm sewer and water main improvements that are necessary to adequately support this proposed development.

Although the exact scope of services is to be determined at a later date, the Village needs to initiate preliminary surveying and engineering design services in order to move the project forward and to be able to provide budgetary costs for final engineering services. In order to accomplish this, these preliminary services will be charged on an hourly basis. Upon formal determination of the scope of services, lump sum fees will be established for the identified individual tasks through supplemental agreements.

## **2. SCOPE OF SERVICES**

### **A. Topographic Survey**

REL will locate the improvements along the proposed route of all of the improvements and generate a topographic survey.

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

**B. Preparation of Preliminary Engineering Plans**

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

- Coordination with Village staff
- Coordination with the Village's Appointed Project Manager
- General project scoping
- Preparation of preliminary improvement plans
- Preparation of individual design task lump sum fees and accompanying proposals

**C. Professional Surveying Services**

REL will provide various professional surveying services as deemed necessary to prepare preliminary engineering plans and as requested by the Village for purposes of creating plats of dedication, easement or vacation or for the establishment of right-of-way/property lines. Any costs for title reports, etc., will be passed through to the Village with no markup.

**3. PAYMENT TERMS**

REL proposes to perform the services described above (Items A. through C.) on an hourly basis.

**4. STANDARD TERMS AND CONDITIONS**

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

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

Very truly yours,  
ROBINSON ENGINEERING, LTD.



Van Calombaris, PE  
Director of Operations

ACCEPTED AND APPROVED:  
VILLAGE OF TINLEY PARK, ILLINOIS

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

By: \_\_\_\_\_  
Printed Name

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Client's Initial: \_\_\_\_\_

Date: \_\_\_\_\_

10/2014

Classification	Rate
Principal Engineer 1	\$213.00
Senior Project Manager 1 / 2	\$193.00 / \$202.00
Senior Engineer 1 / 2 / 3	\$166.00 / \$178.00 / \$190.00
Project Engineer 1 / 2 / 3 / 4	\$133.00 / \$142.00 / \$152.00 / \$163.00
Project Manager 1 / 2 / 3	\$142.00 / \$153.00 / \$163.00
Senior Project Scientist	\$160.00
Engineering Technician	\$135.00
Chief Land Surveyor	\$172.00
Land Surveyor 1 / 2 / 3	\$128.00 / \$146.00 / \$158.00
Surveying Technologist 1 / 2	\$113.00 / \$128.00
Senior Planner	\$162.00
Planner	\$135.00
Grant Writer 1 / 2	\$95.00 / \$115.00
Project Developer 1 / 2 / 3	\$113.00 / \$152.00 / \$177.00
GIS Coordinator	\$168.00
GIS Developer	\$139.00
GIS Technologist	\$111.00
CAD Manager	\$160.00
CAD Designer	\$140.00
CAD Technologist 1 / 2	\$105.00 / \$121.00
Resident Engineer 1 / 2 / 3	\$133.00 / \$152.00 / \$165.00
Resident Engineering Rep 1 / 2 / 3	\$137.00 / \$142.00 / \$148.00
Field Superintendent	\$180.00
Assistant Field Superintendent	\$170.00
Field Crew Chief	\$133.00
Field Crew Member 1 / 2	\$83.00 / \$101.00
Operations Manager	\$150.00
Operations Coordinator	\$108.00
Operator 1 / 2 / 3	\$92.00 / \$98.00 / \$104.00
IT Coordinator	\$152.00
IT Technologist	\$113.00
Administrative 1 / 2	\$83.00 / \$95.00
Project Administration	\$110.00
Intern	\$55.00

- Rates are subject to revision on or after 1/1/2024.
- Reimbursable Expenses at a factor of 1.10. Sub-Consultant Fee Markup at 10%

**Harmony Square Downtown Plaza Development****Schematic Phase Masterplanning**

Duration: 4 months, April - July 2023



	Description	Team Member	Budget Value
1	Preconstruction - Owners Representation	R.C. Wegman / Cullen CM	\$ 75,000
2	Urban Planning	The Lakota Group / Tria Architecture, Inc.	\$ 61,530
3	Site Civil, Overhead Dry Utility Relocaiton, Electrical and Street Lighting Design Engineering	Christopher B. Burke Engineering, Ltd.	\$ 50,000
4	Site Engineering and Surveying - Sidewalks, roadways, streetscape, surveying	Robinson Engineering, Ltd.	\$ 50,000
5	Engineering/Design Contingency		\$ 38,470
		<b>Not to Exceed</b>	<b>\$ 275,000</b>

All contracts to be released at a not to exceed, time and material basis.

No work will proceed beyond approved dollar values without written approval.

Prepared by: S. Cullen, 3/15/2023

# **PUBLIC COMMENT**

**ADJOURNMENT**