

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

NOTICE IS HEREBY GIVEN that a Special Committee of the Whole Meeting of the Village of Tinley Park, Cook and Will Counties, Illinois will be held on Tuesday, May 16, 2023, beginning at 5:30 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 MAY 2, 2023.
4. DISCUSS CLASS T LIQUOR LICENSE FOR LUCKY HOT DOG, 8020 171ST STREET.
5. DISCUSS ALE TRAIL TROLLEY.
6. DISCUSS ORDINANCE CALLING FOR A PUBLIC HEARING ON THE HARMONY SQUARE PROJECT.
7. DISCUSS THE PURCHASE AND SALE OF PROPERTY FOR HARMONY SQUARE.
8. DISCUSS THE PURCHASE OF PROPERTY FROM JAMES FUENTES FOR HARMONY SQUARE.
9. DISCUSS DEVELOPMENT AGREEMENT FOR HARMONY SQUARE.
10. DISCUSS ENGAGEMENT LETTER WITH GRIFFIN, WILLIAMS, MCMAHON & WALSH LLP (GWMW LLP) FOR LEGAL SERVICES.
11. DISCUSS THE ANNEXATION OF DENDRINO'S, 18300 OAK PARK AVENUE.
12. DISCUSS PURCHASE OF GETAC BODY CAMERA SYSTEM, CLOUD STORAGE, AND ACCESSORIES FROM MIDWEST PUBLIC SAFETY.
13. DISCUSS CONTRACT WITH STF LLC D/B/A TRAFFIC CONTROL COMPANY FOR THE 2023 PAVEMENT MARKING PROGRAM.
14. DISCUSS CONTRACT WITH TOWER WORKS, INC. FOR MONOPOLE TOWER INSTALLATION.
15. DISCUSS VILLAGE FLEET VEHICLE PURCHASE LIST.
16. DISCUSS CONSTRUCTION MANAGER.
17. DISCUSS PROFESSIONAL SERVICES AGREEMENT WITH ROBINSON ENGINEERING FOR GENERAL DESIGN AND CONSTRUCTION ENGINEERING SERVICES.
18. DISCUSS CONTRACT WITH ROBINSON ENGINEERING FOR 175TH STREET DESIGN AND CONSTRUCTION SERVICES.
19. DISCUSS CONTRACT WITH CHRISTOPHER BURKE ENGINEERING FOR POST 13 IMPROVEMENTS ENGINEERING SERVICES.
20. DISCUSS CONTRACT WITH CHRISTOPHER BURKE ENGINEERING FOR 179TH STREET WATER MAIN REPLACEMENT ENGINEERING SERVICES.
21. RECEIVE COMMENTS FROM THE PUBLIC.

ADJOURNMENT

NANCY M. O'CONNOR, VILLAGE CLERK

ROLL

CALL

MINUTES
Meeting of the Committee of the Whole
May 2, 2023 – 6:30 p.m.
Village Hall - Council Chambers
16250 S Oak Park Ave.
Tinley Park, IL 60477

Item #1 - At 6:56 p.m., the special 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. Mahoney, Village Trustee
 K. Shaw, 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
 D. Framke, Marketing Director
 P. O'Grady, Village Attorney

Others Present:

Item #3 - CONSIDER APPROVAL OF THE MINUTES OF THE COMMITTEE OF THE WHOLE MEETING HELD APRIL 18, 2023 – Motion was made by Trustee Brennan, seconded by Trustee Mahoney to approve the minutes of the Committee of the Whole meeting held on April 18, 2023. President Pro Tem Mueller asked if members of the Committee had any questions. There were none. Vote by roll call. Ayes: Brady, Brennan, Mahoney, Mueller, Shaw, Sullivan. Nays: None. Absent: None. President Pro Tem Mueller declared the motion carried.

Item #4 – DISCUSS CLASS DV LIQUOR AND VIDEO GAMING LICENSE FOR DARLA'S WEST, 8004 171ST STREET – The petitioner, Tom McAuliffe, Darla's Deli & Café, approached the Mayor's Office seeking a Class DV license for a planned establishment at 8004 171st Street. Darla's West will offer a full dine-in and catering menu and feature regular bingo, a free buffet, and giveaway contest events.

President Pro Tem Mueller asked if members of the Committee had any questions. There were none. Motion was made by Trustee Brennan, seconded by Trustee Mahoney, to recommend a Class DV Liquor and Video gaming license for Darla's West, 8004 171st Street, be forwarded to the Village Board. Vote by roll call. Ayes: Brady, Brennan, Mahoney, Mueller, Shaw, Sullivan. Nays: None. Absent: None. President Pro Tem Mueller declared the motion carried.

Item #5 – DISCUSS PAVEMENT MANAGEMENT PROGRAM/MOTOR FUEL TAX – The Pavement Management Program (PMP) is an annual program that includes asphalt resurfacing, removal and replacement of selected areas of concrete sidewalk, curb and gutter removal and replacement, pavement striping and other miscellaneous items of work. The Village budgeted \$4.2 million for the Fiscal Year 2024 Program, to be funded with a combination of General, Motor Fuel Tax, and Rebuild Illinois Capital Improvement Funds.

In accordance with Illinois Compiled Statutes and Illinois Department of Transportation (IDOT) procedures, the adoption of resolutions declaring the intent and appropriation of Motor Fuel Tax and Rebuild Illinois Funds is required for the Fiscal Year 2024 PMP Resurfacing Program.

Village Capital Budget Funding:

Fund 06	\$ 790,561.00
Motor Fuel Tax Resolution	\$ 2,456,912.00
Rebuild Illinois Fund Resolution	\$ 952,526.84
Total	\$ 4,199,999.84
Lowest Responsible Bidder	\$ 4,027,065.10
Contingency Amount	\$ 172,934.74 (4.1%)

President Pro Tem Mueller asked if members of the Committee had any questions. There were none. Motion was made by Trustee Mahoney seconded by Trustee Sullivan, to recommend the Pavement Management Program/Motor Fuel Tax be forwarded to the Village Board. Vote by roll call. Ayes: Brady, Brennan, Mahoney, Mueller, Shaw, Sullivan. Nays: None. Absent: None. President Pro Tem Mueller declared the motion carried.

Item #6 – DISCUSS CONTRACT WITH TERRY’S FORD FOR A FLEET VEHICLE PURCHASE – FORD F550 – The Public Works department requested three (3) Ford F450/F550 Dump Trucks in the Fiscal Year 2024 budget. Upon request, Ford responded with updated ordering criteria. Due to shortages, the Village is only allotted one (1) super-duty vehicle per year through the state purchase co-op program, which has been utilized. Staff researched other manufacturers’ trucks with the Villages specifications. Public Works requested to approve the retail-priced purchase of one (1) Ford F550 Truck from Terry’s Ford in Peotone, Illinois, for \$117,256.

President Pro Tem Mueller asked if members of the Committee had any questions. There were none. Motion was made by Trustee Mahoney seconded by Trustee Shaw, to recommend a contract with Terry’s Ford for a fleet vehicle purchase – Ford F550 be forwarded to the Village Board. Vote by roll call. Ayes: Brady, Brennan, Mahoney, Mueller, Shaw, Sullivan. Nays: None. Absent: None. President Pro Tem Mueller declared the motion carried.

Item #7 – DISCUSS CONTRACT WITH CHRISTOPHER B. BURKE ENGINEERING, LTD (CBBEL) FOR PROPERTY LOCATED AT THE SOUTHWEST CORNER OF 191ST STREET AND HARLEM AVENUE – The proposal from CBBEL is a Professional Engineering Services agreement related to hydraulic modeling and analysis of the property located at the southwest corner of 191st Street and Harlem Avenue.

The Flossmoor Drainage Ditch is a Zone A floodplain that flows through the property from south to north. Staff recommended utilizing CBBEL to complete hydraulic modeling of the Flossmoor Ditch to determine

the current floodplain limits and Base Flood Elevation (BFE). This will be used to understand the limitations of potential development and the challenges to accommodate specific development plans. Staff has requested CBBEL to analyze options to minimize the floodplain area on the site with cut-and-fill operations in a way that would maximize the remaining buildable area. As part of these analyses, CBBEL may be given specific site plan scenarios and directed to analyze whether the floodplain requirements can be met.

President Pro Tem Mueller asked if members of the Committee had any questions. There were none. Motion was made by Trustee Mueller, seconded by Trustee Sullivan, to recommend a contract with Christopher B. Burke, Ltd (CBBEL) for property located at the southwest corner of 191st Street and Harlem Avenue, be forwarded to the Village Board. Vote by roll call. Ayes: Brady, Brennan, Mahoney, Mueller, Shaw, Sullivan. Nays: None. Absent: None. President Pro Tem Mueller declared the motion carried.

Item #8 – DISCUSS ORDINANCE AMENDING TITLE III CHAPTER 30 SECTION 40 OF THE TINLEY PARK MUNICIPAL CODE ENTITLED “STANDING COMMITTEES” – The proposed ordinance amends various sections of Title III Chapter 30 Section 40 of the Tinley Park Municipal Code entitled “Standing Committees”.

President Pro Tem Mueller asked if members of the Committee had any questions. There were none. Motion was made by Trustee Brady, seconded by Trustee Shaw to recommend an Ordinance amending Title III, Chapter 30 Section 40 of the Tinley Park Municipal Code entitled “Standing Committees” be forwarded to the Village Board. Vote by roll call. Ayes: Brady, Brennan, Mahoney, Mueller, Shaw, Sullivan. Nays: None. Absent: None. President Pro Tem Mueller declared the motion carried.

Item #9 – DISCUSS SPECIAL COUNSEL APPOINTMENT FOR DEL GALDO LAW GROUP – Del Galdo Law Group was recommended as special counsel to the Village on special projects with the following fee schedule:

\$215 per hour for attorneys
\$85 per hour for paralegal/legal assistants

President Pro Tem Mueller asked if members of the Committee had any questions. There were none. Motion was made by Trustee Brennan, seconded by Trustee Mahoney, to recommend the special counsel appointment for Del Galdo Law Group, be forwarded to the Village Board. Vote by roll call. Ayes: Brady, Brennan, Mahoney, Mueller, Shaw, Sullivan. Nays: None. Absent: None. President Pro Tem Mueller declared the motion carried.

Item #10 – DISCUSS THE APPOINTMENT OF KLEIN, THORPE, AND JENKINS, LTD. AS ADMINISTRATIVE HEARING OFFICER FOR THE VILLAGE OF TINLEY PARK – Klein, Thorpe & Jenkins, LTD, was recommended as the Village’s Administrative Hearing Officer with the following fee schedule:

\$215 per hour for partners
\$195 per hour for associates
\$105 per hour for paralegals

President Pro Tem Mueller asked if members of the Committee had any questions. There were none. Motion was made by Trustee Sullivan seconded by Trustee Brennan, to recommend the appointment of Klein, Thorpe, and Jenkins, Ltd. as Administrative Hearing Officer for the Village of Tinley Park be

forwarded to the Village Board. Vote by roll call. Ayes: Brady, Brennan, Mahoney, Mueller, Shaw, Sullivan. Nays: None. Absent: None. President Pro Tem Mueller declared the motion carried.

Item #11 – DISCUSS PROFESSIONAL SERVICE CONTRACT WITH RORY GROUP, LOBBYIST – Staff recommended a contract renewal for lobbying services by Rory Group. Rory Group has provided much-needed legislative support at the State and County levels. The fee is \$3,500 per month for one year not to exceed \$42,000.

President Pro Tem Mueller asked if members of the Committee had any questions. There were none. Motion was made by Trustee Brennan seconded by Trustee Mahoney, to recommend a professional service contract with Rory Group, Lobbyist, be forwarded to the Village Board. Vote by roll call. Ayes: Brady, Brennan, Mahoney, Mueller, Shaw, Sullivan. Nays: None. Absent: None. President Pro Tem Mueller declared the motion carried.

Item #12 – RECEIVE COMMENTS FROM THE PUBLIC –

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

Motion was made by Trustee Sullivan seconded by Trustee Brady, to adjourn the Committee of the Whole. Vote by roll call. Ayes: Brady, Brennan, Mahoney, Mueller, Shaw, Sullivan. Nays: None. Absent: None. President Pro Tem Mueller declared the meeting adjourned at 7:06 p.m.



Interoffice Memo

Date: May 2, 2023
To: Village Board of Trustees
From: Kristin Thirion
Subject: The Lucky Hot Dog – Class T Liquor License

The petitioner, The Lucky Hot Dog, has approached the Mayor's Office seeking a Class T license for the food truck associated with their establishment at 8020 W 171st Street.

The Lucky Hot Dog is seeking a Class T liquor license 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 burgers, sandwiches, and side items.

March 2, 2023

Mayor Michael Glotz
Village of Tinley Park
16250 Oak Park Ave.
Tinley Park, IL 60477

RE: The Lucky Hot Dog - Liquor License Request

Dear Mayor Glotz,

The Lucky Hot Dog in Tinley Park is requesting a Class D Liquor License. Due to the pandemic and inflation costs, we are seeking additional revenue streams. We would like to add custom adult beverages to our menu for the shop and food truck. We believe the additional revenue will help Lucky's thrive during these difficult times.

We appreciate your help in assisting us with this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Josh Hullett", with a stylized flourish at the end.

Josh Hullett



The Lucky Hot Dog Food Truck

If interested or for more information, please call or email us with your desired date, nature of event, event time frame, and anticipated guest number: 708-263-0130/
luckydogs8020@gmail.com

GENERAL FOOD TRUCK INFO

- Our packages are priced per person and tax is included
- There is a \$250 truck rental fee, in addition to the per person price
- On Saturdays between June and September, there is a \$1,000 food and beverage minimum (Which doesn't include the \$250 rental fee)
- Service time is 2 hours
 - The truck will arrive approximately 30 minutes prior for set up and stay approximately 30 minutes after for tear down
- There is an additional service charge for events over 15 miles away from Tinley Park (60477)
- A catering contract will be sent upon confirmation of date and interest to partner with information regarding payment, schedule, and additional due dates
- There is a \$250 non-refundable deposit due to hold the date
- Cancellations can be made, up until (7) days before the scheduled event.

AVAILABLE PACKAGES

**** All Packages Require a Minimum of 35 People**

1. Hot Dog Package - \$9 Per Person

- Includes a 2 dog max person with fries
- Available Dogs
 - Lucky Dogs
 - Chicago Dogs
- Pop/ water \$1.00 extra per person
- Custom hot dogs \$1.50 extra per person

2. Hot Dog/ Burger Package - \$11 Per Person

- Available Dogs and Burgers
 - Lucky Dogs
 - Chicago Dogs
 - Hamburgers
 - Cheeseburgers
- Pop/ water \$1.00 extra per person
- Custom hot dogs \$1.50 extra per person
- Customer burgers \$2.00 extra person

3. Beef/ Sausage Package - \$12 Per Person

- Available Beef and Sausage
 - Italian Beef
 - Lucky Beef
 - Italian Sausage
 - Combos
- Includes the Following Ingredients
 - Red Sauce
 - Mozzarella Cheese
 - Sweet and Hot Peppers
- Pop/ water \$1.00 extra per person

4. All of the Above Packages - \$13 Per Person

- Food Option Availability

- Hot Dogs
- Hamburgers
- Cheeseburgers
- Italian Beef**
- Lucky Beef**
- Italian Sausage**
- Combos**

- ** Includes the Following Ingredients

- Red Sauce
- Mozzarella Cheese
- Sweet and Hot Peppers

- Pop/ water \$1.00 extra per person
- Custom hot dogs \$1.50 extra per person
- Custom burgers \$2.00 extra person



Interoffice Memo

Date: May 11, 2023

To: Committee of the Whole

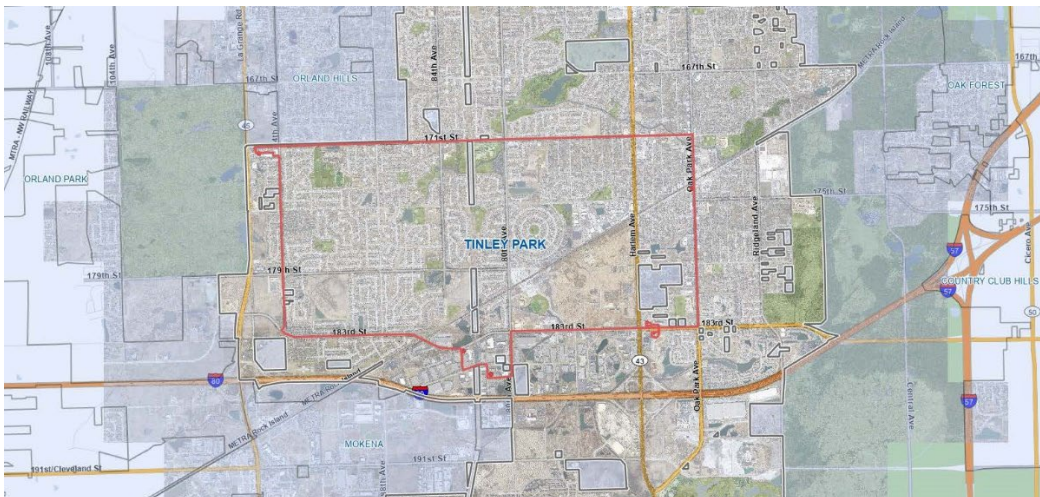
From: Donna Framke, Marketing Director

Subject: Proposed Ale Trail- Summer 2023

We continue to seek opportunities to expand our tourism offerings by leveraging our hospitality amenities. One of the amenities we'd like to highlight is the multiple breweries we have in town. To support that, we are proposing to test the concept of a *Tinley Park Ale Trail* trolley this summer.

The Tinley Park Ale Trail will be a free trolley service offered from 5 to 10 p.m. Wednesday evenings from June 7 to August 30. The trolley route will be a continuous circle (see map below) running from Downtown Tinley (outside Banging Gavel/SIP Wine Bar), proceeding south on Oak Park Avenue to 183rd Street west, making stops at Flipside Brewing then Open Bottle. From there the trolley will proceed west on 183rd Street to Hailstorm Brewery then over to Soundgrowler Brewery. From there the trolley will proceed west on 183rd Street to 94th Avenue then head north to 171st, stopping at Hillgrove Tap. Each rotation is estimated to take about 45 minutes, allowing time for traffic and getting on and off of the trolley. Initially, until we are able to gauge demand, we anticipate running two trolleys to minimize wait time. As the program rolls out, we will be noting number of patrons utilizing the trolley, wait times, effects on business, etc. and make modifications as necessary.

Signage will be placed at each trolley stop. Funding for this test concept has been included in the FY24 marketing budget, paid from Hotel/Motel tax.





Interoffice Memo

Date: May 16, 2023

To: Village Board

From: Pat Carr, Village Manager

Subject: Ordinance Calling for Public Hearing for Consideration of Public Comment on the Harmony Square Project

It is required that a public hearing is held prior to adopting a development agreement with in a TIF District. The purpose of the attached ordinance calls for a Public Hearing for Consideration of Public Comment on the Harmony Square Project.

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

**ORDINANCE
NO. 2023-O-XXX**

**AN ORDINANCE CALLING FOR A PUBLIC HEARING FOR
CONSIDERATION OF PUBLIC COMMENTS ON THE
HARMONY SQUARE PROJECT**

**MICHAEL W. GLOTZ, PRESIDENT
NANCY O’CONNOR, VILLAGE CLERK**

**WILLIAM P. BRADY
WILLIAM A. BRENNAN
DENNIS P. MAHONEY
MICHAEL G. MUELLER
KENNETH E. SHAW
COLLEEN M. SULLIVAN
Board of Trustees**

VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

ORDINANCE NO. 2023-O-XXX

**AN ORDINANCE CALLING FOR A PUBLIC HEARING FOR
CONSIDERATION OF PUBLIC COMMENTS ON THE
HARMONY SQUARE PROJECT**

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

WHEREAS, the Village of Tinley Park (“Village”) is required to hold a public hearing prior to adopting a development agreement within a TIF District; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined it desirable for the health, welfare, and safety of the residents of the Village of Tinley Park to enter into a development agreement within the Bremen TIF District; and

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

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

SECTION 2: That the Village President and Board of Trustees of the Village of Tinley Park will hold a public hearing to consider public comments on The Harmony Square Project, a development consisting of a public entertainment park, redevelopment of the Teehan/Durbin Tavern, a mixed-use building, and residential buildings including rental units and townhomes, on Tuesday, May 16, 2023 at 6 p.m. in Tinley Park Village Hall.

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

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

PASSED THIS 16th day of May, 2023.

AYES:

NAYS:

ABSENT:

APPROVED THIS 16th day of May, 2023.

VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK

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

CERTIFICATE

I, NANCY O’CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 2023-O-XXX, “AN ORDINANCE CALLING FOR A PUBLIC HEARING FOR CONSIDERATION OF PUBLIC COMMENTS ON THE HARMONY SQUARE PROJECT,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on May 16, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 16th day of May, 2023.

VILLAGE CLERK



Interoffice Memo

Date: May 16, 2023

To: Village Board

From: Pat Carr, Village Manager

Subject: Purchase and Sale Agreement – Harmony Square Properties

Staff is recommending approval for the purchase of the Harmony Square properties located at: 6706-6712 North Street, 6724 North Street and 6760 North Street/17329 S. Oak Park avenue. The sales price of the property is \$1,900,000.00.



Interoffice

Memo

Date: May 16, 2023

To: Village Board

From: Pat Carr, Village Manager

Subject: Purchase and Sale Agreement – Fuentes Property

Staff is recommending approval for the purchase of the Fuentes Property located at 17309-17311 and 17313 Oak Park Avenue, Tinley Park, IL 60477. The purchase price of the property is \$450,000.00.



Interoffice Memo

DATE: May 12, 2023
TO: Village Board
CC: Hannah Lipman, Asst. Village Manager
Dan Ritter, Community Development Director
From: Pat Carr, Village Manager
Subject: Harmony Square Development Agreement

BACKGROUND:

Harmony Square development project will be constructed on approximately 6 acres. The \$60,000,000 project will include an adaptive plaza space that include open space, a concert stage seasonal fire pits, a splash pad for summer that converts into an ice rink during the winter, and a support building for skate rentals and a warming hut, as well as other amenities.

The development will also include a mixed-use five(5) story building initially including approximately 125 units, consisting of 62 multi-family and 63 townhome units, with associated parking, and in addition retail, and outdoor surface parking for parking as required by the final engineering plan as approved by the Village

Construction of the plaza will include infrastructure improvements and the reconstruction and beautification of North and South streets with brick pavers and the construction of a new road, Festival Street, connecting North and 173rd streets.

DISCUSSION and REQUEST:

Staff is requesting board approval of the Harmony Square Development agreement and incentive. The project as proposed is a mixed-use development, to be developed and constructed in three (3) phases. Within three (3) months after satisfaction of the condition precedent as set forth in Section 7.3, the Developer agrees to apply for all necessary permits and approvals, including land use and construction approvals, from all governmental agencies having applicable jurisdiction as may be required to actually commence construction of Phase I of the Project, which shall be the West Point Harmony Square Phase. The entire project shall be completed within 36 months of the commencement of construction of Phase I of the project. Upon receipt of all required approvals, including approval of the Final Plans and permits for the Project from the Village and any other federal, state, regional or county agencies having applicable jurisdiction, the Developer shall commence construction of the Project within three (3) months, weather permitting.

The developer is requesting \$11,650,000.00 in total financial incentives.

1. \$2,550,000 in land transfers to be deducted from total incentive.
 - A. The project site includes parcels owned by the village of Tinley Park.
 - B. The Village will convey Village owned land to developer upon proof of secured bank financing of project area.
 - C. Conveyed land will have a value of \$2,550,000.00.
2. \$1,100,000 in project relocation/buildout costs.
 - A. Relocation costs up to \$600,000 for Durbins.
 - B. Relocation costs up to \$500,000 for Teehans.
3. \$8,000,000 cap on project area TIF eligible expenses in the New Bremen TIF District.
 - A. Developer will receive a portion of the project area TIF increment not to exceed \$8,000,000.00
 - B. Timeframe of current TIF will not exceed 2041.



Interoffice Memo

Date: May 16, 2023

To: Village Board

From: Pat Carr, Village Manager

Subject: Engagement Letter – Griffin Williams McMahon & Walsh LLP (GWMW LLP)
Special Counsel to the Village of Tinley Park

Attached is the Terms of Engagement for legal services letter between GWMW LLP and the Village of Tinley Park. Services rendered include legal services at the direction of the Village of Tinley Park corporate authorities. The fee schedule for this service is:

\$215.00 per hour for attorneys
\$60.00 per hour for paralegals



GRIFFIN WILLIAMS McMAHON & WALSH

*Attorneys and
Counselors at Law*

Patrick J. Walsh

Direct: (630) 457-4242
pwalsh@gwmwlaw.com

VIA EMAIL

May 4, 2023

Mayor Michael Glotz
Village of Tinley Park
16250 S. Oak Park Avenue
Tinley Park, IL 60477
mglotz@tinleypark.org

Re: Legal Representation

Dear Mayor Glotz:

Thank you for the opportunity to represent the Village of Tinley Park. The purpose of this letter is to inform you of the terms of the engagement of our office.

1. **Scope of Services.** This letter confirms that you have retained our law firm to perform various legal services at the direction of the Village of Tinley Park's corporate authorities.
2. **Firm Personnel.** I will be responsible for the supervision and handling of your services, but you are engaging the firm and not me individually. We will utilize paralegal staff to handle administrative tasks.
3. **Legal fees.** The Village of Tinley Park will be responsible for the payment of fees for work performed by firm personnel.

For work performed by the firm on behalf of the Village of Tinley Park, the firm shall record and seek recovery for its work based upon its usual and customary rates for work of this kind, but no less than the following hourly rates: Work performed by Patrick Walsh, will be charged at the hourly rate of \$215.00 per hour. Work performed by paralegals will be charged at the hourly rate of \$60.00 per hour.
4. **Retainer.** N/A.
5. **Costs and Disbursements.** The Village will be responsible for the payment of all costs and disbursements reasonably incurred or made on the Village's behalf.
6. **Invoices.** As applicable.

7. **Mutual Communication.** A solid attorney-client relationship is a two-way street. Lawyers need timely and complete cooperation and assistance from their clients just as clients need timely and complete cooperation and assistance from their lawyers.

We will therefore keep the Village informed of the progress of the services we provide as our work progresses and would be pleased to discuss the preparation of periodic status reports. Please feel free to contact me at any time if you ever have questions about any aspect of our work in this regard.

We must also require, however, that the Village provide us with timely responses to requests for documentation and information that we may need to carry out our function as counsel. Please bear in mind that if we do not obtain such cooperation, the quality of our representation shall suffer and we may, in fact, feel constrained to withdraw from any further work.

Unless we hear otherwise from you in writing, we may use cellular telephones, facsimile transmissions, and unencrypted email as forms of media to communicate with you.

8. **Withdrawal.** Of course, our engagement is conditioned upon your full cooperation with my office in connection with the subject matter of the engagement. We will have the right to terminate our representation of the Village if the Village does not cooperate with us, if a conflict of interest arises which would make our continued representation improper, if any conduct which is improper in light of the Illinois Code of Professional Responsibility is requested of us, or if we are not paid promptly. The Village may terminate the attorney-client relationship at any time and for any reason. However, such termination does not absolve the Village or responsibility to pay for services or costs and disbursements incurred prior to our receipt of notice of termination, or incurred subsequent to such notice but, in our view, reasonably necessary to withdraw from any further work. If we are terminated, we will give the Village a copy of our file for its new counsel upon payment of all litigation costs incurred and disbursements made by the firm on the Village's behalf, including the cost to photocopy the file.

9. **No Guarantee of Fees, Costs or Results.** It is difficult to estimate, in advance, the amount of fees and costs that we will incur in connection with work performed by the firm. Please note that any statement or estimate about such fees or costs other than the flat fee commitment stated herein is just that – an estimate. Similarly, we make no representation as to any outcome in this matter, and thus cannot guarantee that the ultimate outcome will be consistent with your wishes.

10. **Binding and Entire Agreement.** This letter represents the entire agreement between us, and neither party is relying or is entitled to rely on any representation not expressly contained in this agreement.

If this letter reflects the Village's understanding, please sign, date and return a copy of this letter to me. We reserve the right to delay commencement of work until you have signed and returned this letter to us and to cease work if you do not sign and return a copy to us within fourteen (14) days. To the extent work has been performed prior to execution of this letter, the terms hereof will govern.

sWe appreciate the opportunity to work with the Village of Tinley Park and provide legal services. The Village of Tinley Park is a valued client of our firm and thank you for your confidence.

Very truly yours,

GRIFFIN WILLIAMS
MCMAHON & WALSH, LLP.

By: _____
Patrick J. Walsh, Esq.

Agreed: _____
Mayor Michael Glotz
As Mayor of the Village of Tinley Park

Date: _____



Interoffice Memo

Date: May 16, 2023

To: Committee of the Whole and Mayor

CC: Pat Carr, Village Manager

From: Daniel Ritter, AICP
Community Development Director

Subject: Annexation of 18301 Oak Park Avenue (Dendrino's)

Background

The property at 18301 Oak Park Avenue has operated as Dendrino's dating back to the 1970's. Originally a full-service restaurant, it now functions as a bar/tavern. The commercial property is currently located in unincorporated Cook County but is surrounded on all sides by properties located within the Village of Tinley Park. The property utilizes village services such as Fire Department and roads. Additionally while the Tinley Park Police Department is most often the first responding department for any emergencies due to a longer response time by the Cook County Sheriff. By annexing the property the Village will have authority necessary to protect public health and safety on the property and surrounding properties. The village has worked since November 2021 to encourage the owner to seek voluntary annexation. However, with limited responses and no applications, the request is now to pursue an involuntary annexation under the allowances of state law (65 ILCS 5/7-1-13). All required notices have been supplied and posted as required by law.

The annexation is proposed to go into effect on June 30, 2023. This would allow the owner enough time to comply with village ordinances, including receiving approval for the appropriate liquor license. Staff is open to working with the owner on reasonable timeframes for other Village ordinance violations such as property maintenance, building, and fire code requirements.

Following annexation, the property will be zoned R-1, Single Family Residential, as that is the district automatically applied per the Zoning Ordinance. The bar/tavern use would be permitted to continue operating as a legal non-conforming use under the current ownership. Any reuse or redevelopment of the site for commercial uses would necessitate a rezoning request at that time. The property will be permitted to connect to village water and sewer utilities upon annexation.

Recommendation

Staff recommends adopting the associated ordinance at the Village Board meeting later this evening.





Interoffice Memo

Date: May 8, 2023

To: Village Board

Cc: Patrick Carr, Hannah Lipman

From: Anthony Ardolino

Subject: Purchase of Police Body Camera System

Presented for May 16, 2023 Committee of the Whole meeting discussion and action:

Description: Approve the purchase of Getac Police Body Camera System.

Background: The Illinois Safe-T Act requires Police Departments for municipalities the population size of Tinley Park (50,000 -100,000) to have all of its officers equipped and operational with body-worn and in-car cameras by January 1, 2024.

In anticipation of this unfunded mandate the Tinley Park Police and Information Technology departments began researching potential body camera candidates in September 2021. Several vendors conducted demonstrations, from these meetings and discussions, the Village invited two vendors to participate in a two month pilot test in April 2022, Panasonic and Getac. The results of the pilot overwhelmingly identified Getac as the best qualified solution. The use of Getac body cameras will work in conjunction with the Getac in-car video system to provide an integrated solution simplifying the operation of both.

As part of the FY24 budget process staff estimated the cost to procure the Getac body camera solution. In order to receive lowest pricing the Village advertised a public invitation for bid (IFB) in April 2023. The Village received one qualified bid for the body camera system from Midwest Public Safety with a cost of \$376,799.14.

The Getac body camera solution will be configured to utilize the Village's existing cloud infrastructure and will seamlessly work with the digital evidence management application already in use with the in-car camera system. The proposed system includes the replacement of all cameras in year 2 with an updated model and provides cloud storage for a 5 year timeline.

The proposed solution is over the \$350,000 budgeted in FY24 capital by \$26,799.14 (7%), the reason for the discrepancy between the budget and bid amount is due to newer camera models being released by Getac after the Village's budgeting process. The new cameras provide longer battery life,



the ability to provide real-time video feed upload, and a larger field of view, unfortunately however, do cost more than the previous body worn camera models. Funding for the project is still available.

Budget/Finance: Funding is budgeted and available in the approved FY24 Police capital budget 30-00-000-74603 GL.

Staff Direction Request: Award the purchase of Getac body camera system, accessories, and cloud infrastructure from Midwest Public Safety for the cost of \$376,799.14

Attachments:

1. Invitation to bid Body Camera Solution
2. Midwest Public Safety bid proposal





VILLAGE OF TINLEY PARK, ILLINOIS

INVITATION FOR BID (IFB)

IFB TITLE: GETAC BODY CAMERA SYSTEM

RESPONSE DUE DATE: May 5th 2023 10:30 AM

SUBMIT TO: VILLAGE OF TINLEY PARK
ATTN: CLERKS OFFICE IFB GETAC BODY CAMERA
16250 S. OAK PARK AVE.
TINLEY PARK, IL 60477

QUESTIONS & CORRESPONDENCE: clerksoffice@tinleypark.org

Contents

INTENT:.....	2
QUESTIONS & CORRESPONDENCE:	2
PROPOSAL SUBMITTAL:.....	2
SCHEDULE OF EVENTS:.....	3
CURRENT SETUP:	3
SCOPE OF PROJECT:.....	3
SOLICITATION PROCESS & PROCEDURES:	4
DETAILED SPECIFICATIONS AND QUANTITIES:.....	4
EXPECTED DELIVERABLES:	5
PROPOSAL SELECTION:.....	5
SPECIAL REQUIREMENTS:	5
PROPOSAL SHEET:	7
COMPANY PROFILE WORKSHEET:	9
APPENDIX A: GLOSSARY	10

INTENT:

The Village of Tinley Park, (referred to hereafter as “the Village”) seeks proposals from qualified persons or firms interested in providing a Getac body camera solution. The items will be procured during the Village of Tinley Park’s fiscal year 2024.

QUESTIONS & CORRESPONDENCE:

If you wish to receive any correspondence regarding this invitation for bid please register by sending an email to 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. 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 or Police 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 May 5, 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 IFB Getac Body Camera
16250 S. Oak Park Ave.
Tinley Park, IL 60477

SCHEDULE OF EVENTS:

Activity	Date/Time
IFB issuance	4/24/2023
Question cut-off	5/2/2023 10:30 AM
IFB closing/responses due	5/5/2023 10:30 AM
Request for electronic copy cut-off	5/12/2023
Notification to successful respondents	5/15/2023
Presentation to Village Board	5/16/2023

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.

The Police department currently does not utilize body cameras and does not have a current body camera solution. Police vehicles are equipped with an in-car video system which records based on certain specified trigger events. Vehicles are equipped with either the new standard Getac cloud based in-car video solution or the legacy on premise Panasonic Arbitrator system.

SCOPE OF PROJECT:

Illinois state law requires police departments for municipalities the size of the Village of Tinley Park to equip all officers with body worn cameras no later than January 1, 2024.

The Village is seeking to identify and select a single vendor to provide new Getac body worn cameras, planned body camera refresh in year three (3), Multidock stationary docking station with datamover, Single port vehicle dock, magnetic quick release charging USB cable, body worn camera Bluetooth trigger box, camera mounts, applicable warranties for hardware purchased, appropriate cloud licenses for users and devices, on-site consulting, and two (2) on-site training days.

The section labeled "Detailed Specifications and Quantities" lists the item part numbers, descriptions and the quantities the Village intends to purchase.

The Village WILL NOT accept substitutions on any parts listed, all proposals with mismatching hardware specifications will be dismissed.

SOLICITATION PROCESS & PROCEDURES:

The Village intends to purchase the quantity listed from a single vendor. The Village will not accept bids for a subset of the items. The Village retains the sole discretion to modify the quantity of items purchased, if a reduction would impact cost the respondent may resubmit 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.**

All efforts have been made to verify part numbers and descriptions, if there is a perceived discrepancy listed in the detailed specifications please address this by following the procedure outlined in the “questions and correspondence” section.

DETAILED SPECIFICATIONS AND QUANTITIES:

Item	Part #	Description	Qty	Type
1	OVWX3XXXXXX1	BWC (BC-03) - [64GB + FHD/HD/WVGA + WiFi + GPS + BLE], 1 year hardware warranty	95	Hardware
2	OVWX3XXXXXX21	BWC (BC-03), 25th month device refresh option program - full upfront, 1 year hardware warranty	95	Hardware
3	OD3DDU	Body Worn Camera (BC-03) - 8 Port Multidock with Datamover (MD-03D), includes 150W AC Adapter (US)	12	Hardware
4	ORB342	Body Worn Camera Molle Mount V2.0	75	Hardware
5	ORB363	Body Worn Camera Magnetic (Double-Sided) Mount	25	Hardware
6	ORB42X	Body Worn Camera (BC-03) magnetic quick release charging USB cable (3.94 ft)	65	Hardware
7	ORB51X	Body Worn Camera (BC-03) - Single Port Dock (VD-03), with Vehicle Bracket with 40W Vehicle Adapter	65	Hardware
8	OTX11X	Body Worn Camera Bluetooth Trigger Box (TB-02)	40	Hardware
9	GE-SVBFEXT1Y	Body Worn Extended Warranty Year 2 (2nd year warranty on initial body worn cameras)	95	Warranty

10	GE-SVBFRFF2Y	BC-03 Extended Warranty for 1st refresh program Year 2 & 3 (years 2 and 3 warranty on body worn cameras replacing initial cameras refreshed at month 25)	95	Warranty
11	GE-SVMTEXT2Y	Body Worn Camera (BC-03) - MD-03D Dock w/ 150W - Extended Warranty- Year 2 & 3 - Getac, MD-03D, Extended Warranty, 2, Year	12	Warranty
12	GE-SVTGEXT2Y	Body Worn Camera (BC-03) - Bluetooth Trigger Box - Extended Warranty - Years 2 & 3 - Getac, Bluetooth Trigger Box, Extended Warranty, 2, Year	40	Warranty
13	OUA03X	Getac Cloud - Monthly Plan 3 (Cloud 60G, SW maintenance)	5700	Software
14	OUA07X	Getac Cloud - Video License and Maintenance (Per DATA MOVER Software device) Per Month	720	Software
15	OZX01X	Getac Video Solution On-site Consulting and Project Management - Per day	2	Services
16	OZX07X	Getac Video On-Site Training - Per day	2	Services

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. Enter the extended price for each line item (not individual unit cost) and then total this column to calculate total price.
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 2024 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: _____

Item	Part #	Description	Qty	Type	Cost
1	OVWX3XXXXXX1	BWC (BC-03) - [64GB + FHD/HD/WVGA + WiFi + GPS + BLE], 1 year hardware warranty	95	Hardware	
2	OVWX3XXXXXX21	BWC (BC-03), 25th month device refresh option program - full upfront, 1 year hardware warranty	95	Hardware	
3	OD3DDU	Body Worn Camera (BC-03) - 8 Port Multidock with Datamover (MD-03D), includes 150W AC Adapter (US)	12	Hardware	
4	ORB342	Body Worn Camera Molle Mount V2.0	75	Hardware	
5	ORB363	Body Worn Camera Magnetic (Double-Sided) Mount	25	Hardware	
6	ORB42X	Body Worn Camera (BC-03) magnetic quick release charging USB cable (3.94 ft)	65	Hardware	
7	ORB51X	Body Worn Camera (BC-03) - Single Port Dock (VD-03), with Vehicle Bracket with 40W Vehicle Adapter	65	Hardware	
8	OTX11X	Body Worn Camera Bluetooth Trigger Box (TB-02)	40	Hardware	
9	GE-SVBFEXT1Y	Body Worn Extended Warranty Year 2 (2nd year warranty on initial body worn cameras)	95	Warranty	

10	GE-SVBFRFF2Y	BC-03 Extended Warranty for 1st refresh program Year 2 & 3 (years 2 and 3 warranty on body worn cameras replacing initial cameras refreshed at month 25)	95	Warranty	
11	GE-SVMTEXT2Y	Body Worn Camera (BC-03) - MD-03D Dock w/ 150W - Extended Warranty- Year 2 & 3 - Getac, MD-03D, Extended Warranty, 2, Year	12	Warranty	
12	GE-SVTGEXT2Y	Body Worn Camera (BC-03) - Bluetooth Trigger Box - Extended Warranty - Years 2 & 3 - Getac, Bluetooth Trigger Box, Extended Warranty, 2, Year	40	Warranty	
13	OUA03X	Getac Cloud - Monthly Plan 3 (Cloud 60G, SW maintenance)	5700	Software	
14	OUA07X	Getac Cloud - Video License and Maintenance (Per DATA MOVER Software device) Per Month	720	Software	
15	OZX01X	Getac Video Solution On-site Consulting and Project Management - Per day	2	Services	
16	OZX07X	Getac Video On-Site Training - Per day	2	Services	
Total Price (Sum of all items above)					

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.

Extended Price – The result of multiplying the unit price by the quantity requested

Fiscal Year 2024 – The Village's fiscal year 202 begins on 5/1/2023 and ends on 4/30/2024

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

Respondent - The vendor participating in the RFP process.

Unit Price – The price at which a single quantity of a product is being sold

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: Midwest Public Safety Group

Item	Part #	Description	Qty	Type	Cost
1	OVWX3XXXXXX1	BWC (BC-03) - [64GB + FHD/HD/WWGA + WiFi + GPS + BLE], 1 year hardware warranty	95	Hardware	\$41,610.00
2	OVWX3XXXXXX21	BWC (BC-03), 25th month device refresh option program - full upfront, 1 year hardware warranty	95	Hardware	\$40,280.00
3	OD3DDU	Body Worn Camera (BC-03) - 8 Port Multidock with Datamover (MD-03D), includes 150W AC Adapter (US)	12	Hardware	\$16,404.00
4	ORB342	Body Worn Camera Molle Mount V2.0	75	Hardware	\$1,482.75
5	ORB363	Body Worn Camera Magnetic (Double-Sided) Mount	25	Hardware	\$1,950.00
6	ORB42X	Body Worn Camera (BC-03) magnetic quick release charging USB cable (3.94 ft)	65	Hardware	\$4,420.00
7	ORB51X	Body Worn Camera (BC-03) - Single Port Dock (VD-03), with Vehicle Bracket with 40W Vehicle Adapter	65	Hardware	\$10,595.00
8	OTX11X	Body Worn Camera Bluetooth Trigger Box (TB-02)	40	Hardware	\$5,880.00
9	GE-SVBFEXT1Y	Body Worn Extended Warranty Year 2 (2nd year warranty on initial body worn cameras)	95	Warranty	\$6,840.00

10	GE-SVBFRFF2Y	BC-03 Extended Warranty for 1st refresh program Year 2 & 3 (years 2 and 3 warranty on body worn cameras replacing initial cameras refreshed at month 25)	95	Warranty	\$14,691.75
11	GE-SVMTEXT2Y	Body Worn Camera (BC-03) - MD-03D Dock w/ 150W - Extended Warranty- Year 2 & 3 - Getac, MD-03D, Extended Warranty, 2, Year	12	Warranty	\$2,235.84
12	GE-SVTGEXT2Y	Body Worn Camera (BC-03) - Bluetooth Trigger Box - Extended Warranty - Years 2 & 3 - Getac, Bluetooth Trigger Box, Extended Warranty, 2, Year	40	Warranty	\$1,340.80
13	OUA03X	Getac Cloud - Monthly Plan 3 (Cloud 60G, SW maintenance)	5700	Software	\$211,869.00
14	OUA07X	Getac Cloud - Video License and Maintenance (Per DATA MOVER Software device) Per Month	720	Software	\$7,200.00
15	OZX01X	Getac Video Solution On-site Consulting and Project Management - Per day	2	Services	\$5,000.00
16	OZX07X	Getac Video On-Site Training - Per day	2	Services	\$5,000.00
Total Price (Sum of all items above)					\$376,799.14

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

Midwest Public Safety Group (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.



Interoffice Memo

Date: May 9, 2023
To: John Urbanski, Public Works Director
From: Darlene Milanowicz, Engineering Project Manager
Subject: 2023 Pavement Marking Program (Year 2 of 3) Contract Renewal

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

Scope of Work: This work consists of furnishing and applying paint, and modified urethane pavement markings as well as grooving for the pavement markings at various locations throughout the Village. Traffic Control Company has completed the Village's Pavement Marking Program in the past with satisfactory work.

Background:

The service contract was advertised and bid in accordance with State bidding laws and provided the Village the potential of extending the contract for two (2) additional years with an annual increase of 3% or 100% of the annual change in Consumer Price Index (CPI-U) for the proceeding calendar year identified by the Contractor should their services be found acceptable by the Village. Last year's services by Traffic Control Company were found to be acceptable and their previous services for the Village find them to be a credible, trustworthy Contractor.

Bids were opened on June 15, 2022. Traffic Control Company was the low bidder in the amount of \$182,544.78. The contract total is \$104,889.49 plus \$95,110.50 contingency for 2023. Contingency will be utilized to expand beyond original scope of work.

Budget / Finance: Funding is budgeted for FY24.

Budget Available:	\$200,000.00	
Lowest Responsible Bidder:	\$104,889.49	
Contingency Amount:	<u>\$95,110.51</u>	
Difference:	0	On Budget

Staff Direction Request:

1. Approve Contract Extension with STF LLC d/b/a Traffic Control Company for the 2023 Pavement Marking Program (Year 2 of 3) in the amount of \$200,000.
2. Direct Staff as necessary.

Attachment:

1. 2022 Bid Tab.

2022 Pavement Marking Program
Owner: Village of Tinley Park
Solicitor: Tinley Park IL, Village of
6/15/2022 10:00 AM CDT



LOW BID

Line Item	Item Description	UofM	Quantity	Engineer Estimate		Traffic Control Company		Superior Road Striping		Precision Pavement Markings		Mainenance Coatings Co		Roadsafe Traffic Systems	
				Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	Paint Pavement Marking - Line 4"	FOOT	67,150.0	\$ 0.25	\$16,787.50	\$0.24	\$16,116.00	\$ 0.20	\$13,430.00	\$ 0.55	\$36,932.50	\$ 0.35	\$23,502.50	\$ 0.80	\$53,720.00
2	Paint Pavement Marking - Line 6"	FOOT	9,022.0	\$0.58	\$5,232.76	\$0.55	\$4,962.10	\$ 0.95	\$8,570.90	\$ 0.75	\$6,766.50	\$ 0.65	\$5,864.30	\$ 2.40	\$21,652.80
3	Paint Pavement Marking - Line 12"	FOOT	4,391.0	\$1.38	\$6,059.58	\$1.25	\$5,488.75	\$ 2.00	\$8,782.00	\$ 1.15	\$5,049.65	\$ 1.50	\$6,586.50	\$ 4.80	\$21,076.80
4	Paint Pavement Marking - Line 24"	FOOT	2,049.0	\$2.76	\$5,655.24	\$2.50	\$5,122.50	\$ 3.45	\$7,069.05	\$ 3.00	\$6,147.00	\$ 3.00	\$6,147.00	\$ 9.60	\$19,670.40
5	Paint Pavement Marking - Letters And Symbols	SQ FT	3,438.0	\$2.76	\$9,488.88	\$2.50	\$8,595.00	\$ 3.50	\$12,033.00	\$ 3.00	\$10,314.00	\$ 3.00	\$10,314.00	\$ 9.60	\$33,004.80
6	Modified Urethane Pavement Marking - Letters And Symbols	SQ FT	2,245.0	\$6.75	\$15,153.75	\$5.75	\$12,908.75	\$ 7.00	\$15,715.00	\$ 7.00	\$15,715.00	\$ 5.25	\$11,786.25	\$ 20.00	\$44,900.00
7	Modified Urethane Pavement Marking - Line 4"	FOOT	82,015.0	\$0.68	\$55,770.20	\$0.55	\$45,108.25	\$ 0.85	\$69,712.75	\$ 0.75	\$61,511.25	\$ 0.95	\$77,914.25	\$ 1.50	\$123,022.50
8	Modified Urethane Pavement Marking - Line 6"	FOOT	7,011.0	\$1.35	\$9,464.85	\$1.44	\$10,095.84	\$ 1.25	\$8,763.75	\$ 0.95	\$6,660.45	\$ 1.40	\$9,815.40	\$ 5.00	\$35,055.00
9	Modified Urethane Pavement Marking - Line 12"	FOOT	3,978.0	\$2.70	\$10,740.60	\$2.88	\$11,456.64	\$ 3.00	\$11,934.00	\$ 1.65	\$6,563.70	\$ 2.60	\$10,342.80	\$ 10.00	\$39,780.00
10	Modified Urethane Pavement Marking - Line 24"	FOOT	1,898.0	\$5.40	\$10,249.20	\$5.75	\$10,913.50	\$ 7.00	\$13,286.00	\$ 7.00	\$13,286.00	\$ 5.25	\$9,964.50	\$ 20.00	\$37,960.00
11	Grooving For Recessed Pavement Marking, Letters And Symbols	SQ FT	2,245.0	\$2.75	\$6,173.75	\$3.00	\$6,735.00	\$ 7.00	\$15,715.00	\$ 2.95	\$6,622.75	\$ 10.25	\$23,011.25	\$ 8.00	\$17,960.00
12	Grooving For Recessed Pavement Marking 5"	FOOT	82,015.0	\$0.60	\$49,209.00	\$0.36	\$29,525.40	\$ 0.40	\$32,806.00	\$ 0.58	\$47,568.70	\$ 0.55	\$45,108.25	\$ 0.50	\$41,007.50
13	Grooving For Recessed Pavement Marking 7"	FOOT	7,011.0	\$0.80	\$5,608.80	\$0.55	\$3,856.05	\$ 0.60	\$4,206.60	\$ 0.90	\$6,309.90	\$ 0.75	\$5,258.25	\$ 2.00	\$14,022.00
14	Grooving For Recessed Pavement Marking 13"	FOOT	3,978.0	\$1.40	\$5,569.20	\$1.50	\$5,967.00	\$ 2.00	\$7,956.00	\$ 2.00	\$7,956.00	\$ 1.00	\$3,978.00	\$ 4.00	\$15,912.00
15	Grooving For Recessed Pavement Marking 25"	FOOT	1,898.0	\$3.00	\$5,694.00	\$3.00	\$5,694.00	\$ 4.00	\$7,592.00	\$ 2.95	\$5,599.10	\$ 10.25	\$19,454.50	\$ 8.00	\$15,184.00
As Read Total:						\$182,544.78		\$237,572.05		\$243,002.50		\$269,047.75		\$533,927.80	
Corrected Total:					\$216,857.31	\$182,544.78		\$237,572.05		\$243,002.50		\$269,047.75		\$533,927.80	



Interoffice Memo

Date: May 10, 2023

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

From: John Urbanski, Public Works Director

Subject: Post 20 (183rd Street & LaGrange Road) Monopole Tower Installation RFP Award

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

Description:

At the point of expansion of the LaGrange Rd. corridor, to include the Loyola Project, a communication analysis was conducted. With the anticipation of the area receiving numerous development projects, it was determined that an expansion to the existing Public Safety Communication Radio Network needed to have a monopole site added. With the design of the sanitary lift station (Post 20), infrastructure and foundation were included in the scope. Previous board request approved the purchase of said monopole. The last phase of the project required a RFP for installation of the monopole.

On April 21st, 2023, The Village of Tinley Park requested proposals for selection of a preferred tower installation company to install the 110' monopole tower with listed appurtenances such as climbing bolts, safety climb, mounting collars, pipes, lightning rod, antennas, feedlines, grounding cables to tower, connectors, etc. The chosen vendor was also required to certify the antennas and feedlines for appropriate operation.

Proposals as received on the due date of May 5th, 2023, were as follows:

Contractor	Submitted & Calculated Proposal
Impirium Group, Inc., Carol Stream, IL	\$ 75,360
IMG Development, LLC., Lisle, IL	\$ 36,750
Tower Works, Inc., Maple Park, IL	\$ 33,826

Budget / Finance: Funds are budgeted and available in Capital Fund

Budget Amount:	\$ 125,000
Monopole Purchase Amount:	\$ 45,438
Equipment & Weatherproof Cabinet	\$ 20,000
Installation:	\$ 33,826
Project Design & Consultation	\$ 19,000
Construction Contingency	\$ 5,000
Difference – UNDER BUDGET -	\$ 1,736

Staff Direction Request:

1. Approve the Post 20 Monopole installation contract with Tower Works, Inc., in the amount of \$33,826.
2. Direct staff as necessary.

Attachments:

1. Monopole Tower Installation 2023-RFP-006.
2. Proposals as received.





REQUEST FOR PROPOSAL (RFP)
2023-RFP-006

MONOPOLE TOWER INSTALLATION

ADVERTISED: APRIL 21, 2023

DUE: MAY 5, 2023 AT 10:00AM

TABLE OF CONTENTS

<u>SECTION 1: PROJECT SUMMARY</u>	<u>PAGE NO.</u>
1.1 Notice.....	3
1.2 General Terms and Conditions	4
1.3 Overview	6
1.4 Project Objective	7
 <u>SECTION 2: N/A</u>	
 <u>SECTION 3: CONTACT AND SUBMISSION INFORMATION</u>	
3.1 Contact Information.....	7
3.2 Submission Deadline and Address	7
3.3 RFP Amendments	7
3.4 Right to Reject Proposals.....	7
3.5 Award of Project and Approval of Agreement.....	7
3.6 Cost of Preparation of Proposal.....	7
3.7 Proposals are Public Records	7
 <u>SECTION 4: TOWER INSTALLATION REQUIREMENTS</u>	
4.1 Company, Qualifications and Experience.....	8
 <u>SECTION 5: HARDWARE PROCUREMENT</u>	
 <u>SECTION 6: PROPOSAL FORMAT</u>	
6.1 Scope of Services.....	8
6.2 Timeline	8
6.3 Cost	8
 <u>SECTION 7: EVALUATION AND AWARD CRITERIA</u>	
7.1 Cost Table.....	8
 APPENDIX “A” – VENDOR DISCLOSURE AFFIDAVIT	
 APPENDIX “B” – CERTIFICATION BY CONTRACTOR	
 ATTACHMENT “A” – MATERIAL LIST AND SITE DETAILS	

The Village of Tinley Park
Request for Proposal Statements
2023-RFP-006
MONOPOLE TOWER INSTALLATION

May 5, 2023 at 10:00AM

The Village of Tinley Park invites qualified Vendors to submit proposals to the Village for the installation of a 110' monopole tower manufactured by Sabre Industries.

Proposal / should be addressed to:

Attn: Clerk's Office
Ref: Monopole Tower Installation
Village of Tinley Park
16250 S. Oak Park Ave.
Tinley Park, IL 60477

The closing date and time for receipt of proposals is **Friday, May 5, 2023 at 10:00AM**, after which time, additional submittals will not be accepted.

The Village of Tinley Park is soliciting proposal from firms qualified to install monopole towers in Illinois.

Questions and inquiries concerning this RFP may be directed to:

John Urbanski
Public Works Director
Village of Tinley Park
16250 S. Oak Park Ave.
Tinley Park, IL 60477
(708) 444-5000
jurbanski@tinleypark.org

1.2 General Terms and Conditions

Negotiations:

The Village of Tinley Park reserves the right to negotiate specifications, terms and conditions, which may be necessary or appropriate to the accomplishment of the purpose of this RFP.

Confidentiality:

RFP's and the responses thereto, are subject to the Illinois Freedom of Information Act.

Reserved Rights:

The Village of Tinley Park Reserves the right at any time and for any reason to cancel this RFP or any portion thereof, to reject any or all RFP's, and to take any other action determined to be in its best interests. The Village reserves the right to waive any immaterial defect in any RFP. The Village may seek clarification from a responder at any time, after the submission date, and failure to respond promptly is cause for rejection. The Village reserves the right to negotiate with the highest ranked responsive responsible responder. However, should the Village not be able to negotiate a fair and reasonable price with the highest ranked responsive, responsible responder, it reserves the right to proceed to negotiations with the next highest ranked responsive, responsible responder.

Incurred Costs:

The Village of Tinley Park will not be liable for any costs incurred by respondents in replying to this RFP.

Award:

Award will be based on the highest ranked responsive, responsible responder as determined by the Village of Tinley Park. The award, if any, will be based on the Village's determination as to the best-qualified and most cost effective responder.

Discussion of RFP:

The Village of Tinley Park may conduct discussions with any responder who submits a response. During the course of such discussions, the Village shall not disclose any information derived from one RFP to any other responder.

Contract Period:

Time is of the essence. The responder shall be able to devote sufficient resources to this project.

Responsibility & Default:

The responder shall be required to assume responsibility for all items listed in this RFP. The successful responder shall be considered the sole point of contact purposes for this contract.

Payments:

Payments shall be made in accordance with the Local Government Prompt Payment Act.

Interpretations or Correction of Request for Proposals:

Responders shall promptly notify The Village of any ambiguity, inconsistency, or error that they may discover upon examination of the RFP's. Interpretation, correction and changes to the RFP's will be made by written addendum. Interpretation, corrections or changes made in any other manner will not be binding.

Addenda:

Addenda are written instruments issued by the Village of Tinley Park prior to the date of receipt of proposals, which modify or interpret the RFP by addition, deletions, clarifications, or corrections.

Taxes:

The Village is exempt from paying certain Illinois State Taxes.

Non-Discrimination:

Proposer shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause and the Illinois Drug Free Workplace Act, Title 44, Chapter 10.

Certifications:

Provide a statement that certifies the following:

- That no Village of Tinley Park elected official, officer, or employee who participates in the procurement, management or administration of contracts or subcontracts has, directly or indirectly, any financial or other interest in connection with the proposed contracts or subcontracts.
- That no person or entity performing services for Village of Tinley Park has, directly or indirectly, any financial or other interest in any real property to be acquired for the project.
- The firm has no suspension and debarment actions as specified in State of Illinois regulation 2 CFR Part 1200 and 2 CFR Part 180.

Insurance: Please submit certificate with your proposal

The proposer must obtain insurance issued by a company or companies qualified to do business in the State of Illinois and provide the Village with evidence of credible insurance. Insurance in the following types and amounts is necessary:

- A. Worker's Compensation and Employer's Liability with limits not less than:
 - a. (1) Worker's Compensation: Statutory;
 - b. (2) Employer's Liability;
 - c. \$1,000,000 injury-per occurrence
 - d. Such insurance shall provide evidence that coverage applies in the State of Illinois.
- B. Comprehensive Motor Vehicle Liability with limits for vehicles owned, non-owned or rented not less than:
 - a. Bodily Injury/Property Damage: Combined Single Limit: \$1,000,000 per accident
- C. Comprehensive General Liability with coverage written on an "occurrence" as is and with limits no less than:
 - a. Each Occurrence: \$ 1,000,000
 - b. General Aggregate: \$2,000,000
 - c. Products and completed operations: General Aggregate: \$2,000,000

Umbrella Policy:

The required coverage's may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss. This policy should apply to the Commercial General Liability and Motor Vehicle Coverage. Minimum amount \$5,000,000 in combination. *An exception for a lower limit may be granted at the discretion of the Village of Tinley Park. Such an exception could be based upon other criteria such as a review of their safety record, information provided by references, and/or any established prior job performance on behalf of the Village.*

The Village of Tinley Park shall be named as an Additional Insured on the Comprehensive General Liability, Comprehensive Motor Vehicle Liability and Umbrella/Excess Policies. An endorsement naming the Village an additional insured must be submitted With the Certificate of Insurance. All insurance policies are to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the Village.

Other Insurance Provisions:

The insurance policies are to contain, or be endorsed to contain, the following provisions:

- a. The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the general liability, auto and umbrella/excess policies. An endorsement naming the Village an additional insured must be submitted with the Certificate of Insurance
- b. For any claims related to this project, the insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Vendor's insurance and shall not contribute with it. Vendor shall procure and maintain for the duration of the contract, and for 2 years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Vendor, his agents, representatives, employees.
- c. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the Entity.
- d. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the Entity.
- e. Waiver of Subrogation: Vendor hereby agrees to waive rights of subrogation which any insurer of Vendor may acquire from Vendor by virtue of the payment of any loss. Vendor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Entity for all work performed by the Vendor, its employees, agents.

1.3 Overview

The Village of Tinley Park (hereafter referred to as "Village") requests proposals for selection of a preferred tower installation company.

1.4 Project Objective

To install the 110' monopole tower with listed appurtenances such climbing bolts, safety climb, mounting collars, pipes, lightning rod, antennas, feedlines, grounding cables to tower, connectors, etc. The vendor shall also sweep the antennas and feedlines for appropriate operation.

SECTION 2: N/A

SECTION 3: CONTACT AND SUBMISSION INFORMATION

3.1 Contact Information

All inquiries about this RFP must be submitted via email to John Urbanski at jurbanski@tinleypark.org.

3.2 Submission Deadline and Address

Please submit your proposal via email to the contact listed below. Proposals must be received by 10:00 AM, on May 5, 2023 at the following address:

Attn: Clerk's Office
Ref: Monopole Tower Installation
Village of Tinley Park
16250 S. Oak Park Ave.
Tinley Park, IL 60477

3.3 RFP Amendments

The Village reserves the right to amend this RFP at any time. Amendments will be posted on the Village's website at:

https://www.tinleypark.org/government/departments/clerk_s_office/open_bids_and_contracts.php

3.4 Right to Reject Proposals

The Village reserves the right to reject any and all proposals or to waive any minor defects or irregularities in any proposal or in the proposal process, or to solicit new proposals on the same project or on a modified project, which may include portions of the original proposed project as in the best interest of the Village.

3.5 Award of Project and Approval of Agreement

Award of a contract to the successful proposer is subject to funding approved by the Village of Tinley Park Village Council. The Village reserves the right to negotiate the terms of an agreement for the tower installation with one or more Proposers, as the Village deems fit and most advantageous to the Village's completion of the project.

3.6 Cost of Preparation of Proposal

The Village will not pay costs incurred by the Proposer for the preparation, printing, or negotiation process. All such costs shall be borne by the Proposer.

3.7 Proposals are Public Records

Each Proposer is hereby notified that, upon submittal of its proposal to the Village in accordance with this RFP, the proposal becomes the property of the Village and is a public record subject to disclosure in accordance with Illinois Public Records Law. If a Proposer believes that any portion of its proposal

is confidential and thus subject to a legal exception to Illinois Public Records Law, the Proposer shall: (1) clearly mark the relevant portions of its proposal "Confidential"; (2) identify the legal basis for the exception; and (3) defend, indemnify, and hold harmless the Village regarding any claim by any third party for the public disclosure of the "Confidential" portion of the proposal.

SECTION 4: TOWER INSTALLATION REQUIREMENTS

This section of the RFP outlines the requirements the Village will use to evaluate the proposals. The requirements are organized into the following sections:

4.1 Company, Qualifications and Experience.

4.1 Company, Qualifications and Experience

The proposing Proposer must have significant experience in the installation of tower and tower applications.

SECTION 5: HARDWARE PROCUREMENT

All hardware shall be delivered to the site by the manufacturer at 183rd and LaGrange rd.

The selected Vendor shall make the arrangements to off load the tower from the transport carrier and provide the crane services for the off load and erection of the tower at the site.

Expected delivery date is May 23, 2023 – contractor to coordinate delivery date and time with Sabre Towers and Poles.

SECTION 6: PROPOSAL FORMAT

Proposals must include the following information:

6.1 Scope of Services

Install tower and associated equipment as listed in Attachment "A"

6.2 Timeline

The tower is scheduled for delivery end of May. The vendor shall be responsible to coordinate the delivery date (day and time) with the transport carrier and crane operator. Upon delivery and erection shall commence immediately to prevent any delay and additional costs for the project.

6.3 Cost

The Vendor shall complete the cost analysis table include in this RFP as detailed.

SECTION 7: EVALUATION AND AWARD CRITERIA

Selection of a proposal(s) will be based on the following criteria:

- Experience
- Cost
- Ability to meet the scheduled time frame.

Note: the Village will have the anchor pad already installed with anchor bolts and template provided by the manufacturer (Sabre) and will have the concrete cured for a minimum of 2 weeks.

7.1 COST TABLE

Item	Description	Qty	Cost	Extended
1	110' monopole tower installation on existing anchor pad (provided by Village contractor)	1		
2	Sidarm collar mounts to be installed at listed levels with antenna mounting pipes	2		
3	Grounding kit with rod	1		
4	Ground counterpoise (already installed) requires attachment to tower at (3) locations	1		
5	Attach another 2/0 cable to tower that attaches to the equipment housing	1		
6	Provide (2ea.) DB224 antennas in the VHF range from 150 to 160 Mhz	3		
7	Provide (1ea.) UHF yagi antenna 6 to 8 dB gain	1		
8	Provide (2ea.) LMR400 feedline runs from DB224 antennas to equipment housing	2		
9	Provide LMR ground kits for feedline at top and bottom of tower and attached to tower with a (6) hole buss bar to be provide by Vendor	4 kits 1 buss bar		
10	Provide and install (2ea.) outdoor CAT shielded cables from top of tower to equipment shelter with ground kits at top and bottom of tower structure	2		

Total .00

Total cost for purchase of equipment, services and implementation of the Cabling System

Total Cost in Words	Numeric <u>.00</u>
---------------------	--------------------

Vendor/Proposer Agreement:

Signature	Date:
-----------	-------

Name:	Title:
-------	--------

Company Name:

Contact Persons:

Address:

Phone Number:

Email Contact:

APPENDIX "A" - VENDOR'S DISCLOSURE AFFIDAVIT

STATE OF _____)
COUNTY OF _____) ss.

(Fill in State and County in which affidavit is being signed)

SECTION 1. BUSINESS STATUS STATEMENT

I, the undersigned, being duly sworn, do state as follows:

A. _____(hereafter "Vendor") is a:
Company Name

(Place mark in front of appropriate type of business)

_____Corporation (if a Corporation, complete B)

_____Partnership (if a Partnership, complete C)

_____Limited Liability Corporation (if an LLC, complete C)

_____Individual Proprietorship (if an Individual, complete D)

Vendor's Federal Tax Identification Number, or in the case of an individual or sole proprietorship, Social Security Number: _____

B. CORPORATION

The State of incorporation is _____

Registered Agent of Corporation in Illinois:	Business Information (If Different from Registered Agent):
Name	Company Address, Principal Office
Address	City, State, Zip
City, State, Zip	Telephone Facsimile

Telephone Website

The corporate officers are as follows:

President: _____

Vice President: _____

Secretary: _____

C. PARTNERSHIP OR L.L.C.

The partners or members are as follows: (Attach additional sheets if necessary)

Name Address & Telephone

Name Address & Telephone

Name Address & Telephone

The business address is _____

Telephone & Fax: _____ Website (if available): _____

D. INDIVIDUAL PROPRIETORSHIP

The business address is _____

Telephone: _____ Fax: _____

My home address is _____

Telephone: _____ Fax: _____

SECTION 2. BID RIGGING AND BID ROTATING

That in connection with this solicitation for bids/proposals:

- A. The bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;
- B. The bidder has not in any manner directly or indirectly sought by consultation, communication or agreement with anyone to fix the bid price of said bidder or any other bidder or to fix any overhead profit or cost element of such bid price of that of any other bidder or to secure any advantage against the public body awarding the contract or anyone interested in the proper contract.
- C. The bid genuine and not collusive or sham;
- D. The prices or breakdowns thereof and any and all contents which had been quoted in the bid have not been knowingly disclosed by the bidder and will not be knowingly disclosed by the bidder directly or indirectly to any other bidder or any competitor prior to opening;
- E. All statements contained in such bid are true;
- F. No attempt has been made or will be made by the bidder to induce any other person or firm to submit a false or sham bid;
- G. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition;

SECTION 3. NON-COLLUSION STATEMENT

- A. This proposal, bid or contract is made without any connection or common interest in the profits with any other person other than the Vendor except as listed on a separate attached sheet to this affidavit.

Check One:

_____ Others Interested in Contract _____ None

- B. No department director or any employee or any officer of the Village of Tinley Park has any financial interest, directly or indirectly, in the award of this contract except as listed on a separate attached sheet to this affidavit.
- C. That the Vendor is not barred from bidding on any contract, if bidding process was used) as a result of violation of 720 ILCS 5/33E-3 and 5/33E-4 (Bid Rigging or Bid Rotating).

SECTION 4. DRUG FREE WORKPLACE AND DELINQUENT ILLINOIS TAXES STATEMENT

The undersigned states under oath that the Vendor is in full compliance with the Illinois Drug Free Workplace Act, 30 ILCS 580/1. The undersigned also states under oath and certifies that the Vendor is not delinquent in payment of any tax administered by the Illinois Department of Revenue except that the taxes for which liability for the taxes or the amount of the taxes are being contested, in accordance with the procedures established by the appropriate Revenue Act; or that the Vendor has entered into an agreement(s) with the Illinois Department of Revenue for the payment of all taxes due and is in compliance with the agreement.

SECTION 5. PREVAILING WAGE REQUIREMENTS

The 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.

SECTION 6. 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. 2009-O-002.

SECTION 7. TAX COMPLIANCE

The undersigned on behalf of the entity making the foregoing proposal certifies that neither the undersigned nor the entity is barred from contracting with the Village of Tinley Park because of any delinquency in the payment of any tax administered by the State of Illinois, Department of Revenue, unless the undersigned or the entity is contesting, in accordance with the procedures established by the appropriate revenue act, liability of the tax or the amount of tax.

The undersigned or the entity making the proposal or bid understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and in addition, voids the contract and allows the municipality to recover all amounts paid to the individual or entity under the contract in a civil action.

SECTION 8. NON DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

The EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.

In the event of the contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights (hereinafter referred to as the Department) the contractor may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

During the performance of this contract, the contractor agrees:

- A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- B. That, if it hires additional employees in order to perform this contract, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulation for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- C. That in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contract. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Acts and Rules and Regulations, the contractor will promptly so notify the Department and the contracting agency will recruit employees from the sources when necessary to fulfill its obligations thereunder.
- E. CONTRACTOR certified that it is presently in compliance with all of the terms, conditions and provisions of Section 5/2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105), together with all rules and regulations promulgated and adopted pursuant thereto.
- F. That it will submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contracts.

- G. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contracts.
- H. That it will include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event of any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

For the purposes of subsection G of Section 10, "Subcontract" mean any agreement, arrangement or understanding, written or otherwise, between a public contractor and any person under which any portion of the public contractor's obligation under one or more public contracts is performed, undertaken or assumed; the term "subcontract," however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a bank or other financial institution and its customers.

It is expressly understood that the foregoing statements and representations and promises are made as a condition to the right of the bidder to receive payment under any award made under the terms and provisions of this bid.

Have written sexual harassment policies that shall include, 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) the vendor's internal compliant process including penalties; (v) the legal recourse, investigative and complaint process available through the Department and the Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of this Act. A copy of the policies shall be provided to the Department upon request.

SECTION 9. FELONY

Contractor certifies that it has not been barred from being awarded a contract under Section 1400.5015 of the Treasurer's Procurement Rules (44 Ill. Adm. Code 1400.5015).

SECTION 10. THE AMERICANS WITH DISABILITIES ACT

As a condition of receiving this contract, the undersigned vendor certified that services, programs and activities provided under this contract are and will continue to be in compliance with the Illinois Accessibility Code.

SECTION 11. FAMILIARITY WITH LAWS STATEMENT

The undersigned, being duly sworn, hereby states that the Vendor and its employees are familiar with and will comply with all Federal, State and local laws applicable to the project, which may include, but not limited to, the requirements as listed.

VENDOR

Signature

Printed Name

Title:

SUBSCRIBED and SWORN to before me this _____ day of _____, 2014.

My Commission Expires: ____

NOTE: To be completed ONLY by selected VENDOR
--

CERTIFICATIONS BY CONTRACTOR

Eligibility to Contract

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

Name of Contractor (please print)

Submitted by (signature)

Title

Certificate of Compliance with Illinois Human Rights Act

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

Name of Contractor (please print)

Submitted by (signature)

Title

Certificate of Compliance with Illinois Drug-Free Workplace Act

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

Name of Contractor (please print)

Submitted by (signature)

Title

Certificate Regarding Sexual Harassment Policy

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

Name of Contractor (please print)

Submitted by (signature)

Title

Certificate of Compliance with Illinois Prevailing Wage Act

The undersigned hereby certifies that the Contractor will comply with the Illinois Prevailing Wage Act, as follows: 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.

Name of Contractor (please print) Submitted by (signature)

Title

Written Program that is in Compliance with the Substance Abuse Prevention on Public Works Project Act

CONTRACTOR'S CERTIFICATION
(PUBLIC WORKS PROJECT SUBJECT TO THE PREVAILING WAGE ACT)

_____, having been first duly sworn deposes and states as follows:
(Officer or Owner of Company)

_____, having submitted a proposal for:
(Name of Company)

Hereby certifies that the undersigned Contractor:

4A. _____ has in place a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), and has provided a written copy thereof to the Village.

4B. _____ has in place a collective bargaining agreement which deals with the subject matter of the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635).

(Cross out either 4A or 4B, depending upon which certification is correct.)

By: _____
Officer or Owner of Company named above

Subscribed and sworn to before
me this _____ day of
_____, 20__.

Notary Public

[NAME OF CONTRACTOR]

BY: _____ Date _____

Printed Name: _____

Title: _____

VILLAGE OF TINLEY PARK

BY: _____
Michael Glotz, Mayor
(required if Contract is \$10,000 or more) _____
Date

ATTEST:

Village Clerk
(required if Contract is \$10,000 or more) _____
Date

VILLAGE OF TINLEY PARK

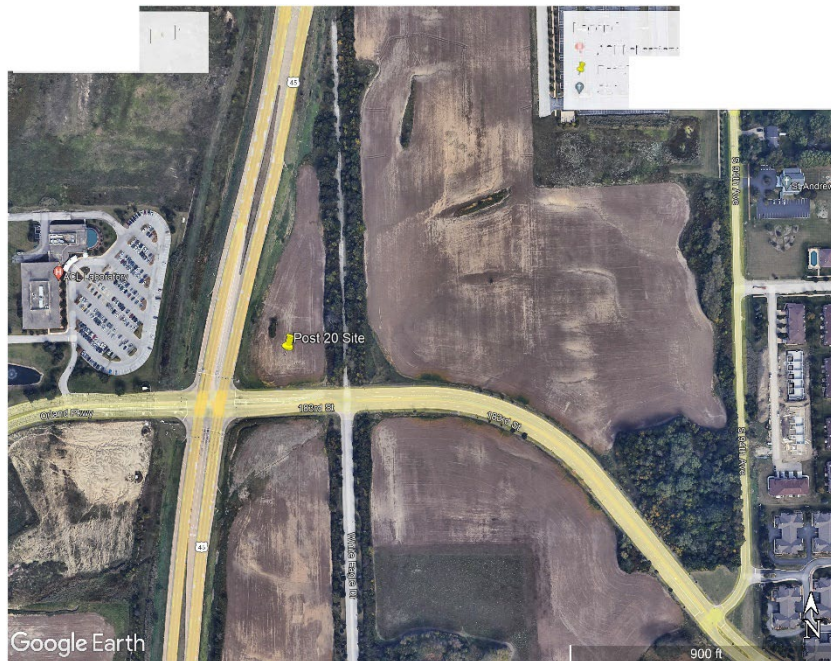
BY: _____
Village Manager _____
Date

Attachment “A”

Anchor bolts and templates	
6' Sidearm with Collar Mount @ the 90' elevation	
Pipe Mount (up to 6' Dish) with Collar Mount @ the 70' elevation	
3' Sidearm with Collar Mount @ the 60' elevation	
TIA standard grounding kit (each)	
8' x 5/8" lightning rod copper clad and stiffener (each)	
S.E. Certified Profile Drawings.....	
S.E. Certified Foundation Design.....	
Final Erection Drawings.....	

The monopole will be designed to support the following equipment:

	ANTENNA MODEL NUMBER (QTY)	RADOME		ELEVATION C.O.R.	TX. LINE SIZE & TYPE	FREQUENCY	AZIMUTH TO NORTH	ANTENNA MOUNT	MOUNT PROVIDED	
		YES	NO						YES	NO
1	(1) DB224		X	110' @ Base	(1) LMR	N/A	Unknown	One (1) 6' Sidearm with Collar Mount		X
2	(1) DB224		X	90' @ Base	(1) LMR	N/A	Unknown	One (1) 6' Sidearm with Collar Mount		X
3	(1) DB224		X	70' @ Base	(1) LMR-	N/A	Unknown	One (1) 6' Sidearm with Collar Mount		X
4	(1) 3' Solid Dish w/ Radome	X		70'	(1) CAT 6	11 GHz	76°	One (1) Pipe Mount (up to 6' Dish) with Collar Mount		X
5	(1) DB404		X	60' @ Base	(1) LMR-	N/A	Unknown	One (1) 3' Sidearm with Collar Mount		X



47W543 Perry Road
Maple Park, IL 60151

ph. (630) 557-2221

fax (630) 557-2229

Estimate

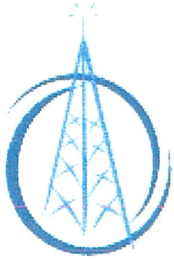
Date	Estimate #
4/27/2023	6886
	P.O. No.

Name / Address
Village of Tinley Park Public Works Director 16250 S. Oak Park Avenue Tinley Park, IL 60477

Project
Monopole Tower Installation

Description	Qty	Cost	Total
Village of Tinley Park John Urbanski - Public Works Director 16250 S. Oak Park Avenue Tinley Park, IL 60477			
REF: 110' Sabre Monopole Tower Installation			
Install 110' Monopole tower with listed appurtenances such climbing bolts, safety climb, mounting collars, pipes, lightning rod, antennas, feedlines, grounding cables to tower, connectors etc. Perform sweeps on the antennas and feedlines for appropriate operation			
NOTE: Foundation pad with anchor bolts and template will be installed by others provided by the manufacture (Sabre) and will have cured for a minimum of 2 weeks.			
110' Monopole tower installation on existing anchor pad (Provided by the Village Contractor)	1	16,200.00	16,200.00
Side collar mounts to be installed at listed levels with antenna mounting pipes	2	1,750.00	3,500.00
Grounding kit with rod (Hailo)	1	450.00	450.00
Ground counterpoise (already installed) requires attachment to tower at (3) locations	1	450.00	450.00
Attach another 2/0 cable to tower that attaches to the equipment housing (Top of tower to buss bar)	1	750.00	750.00
Provide (2 each) DB224 antennas in the VHF range from 150 to 160 mhz	3	467.00	1,401.00
Provide (1 each) UHF yagi antenna 6 to 8 db gain	1	75.00	75.00
Provide (2 each) LMR 400 feedline runs from DB224 antennas to equipment housing	2	400.00	800.00
Provide LMR ground kits for feedline at top and bottom of tower and attached to tower with a (6) hole buss bar to be provide by Vendor (4 kits and 1 Buss bar)		2,200.00	2,200.00
4 Ground kits and 1 Buss Bar			
Provide and install (2) outdoor CAT shield cables from top of tower to the equipment shelter with ground kits at top and bottom of tower structure	2	1,600.00	3,200.00
Crane to stack Monopole		4,800.00	4,800.00
		Total	\$33,826.00

Approved By: _____



Tower Works, Inc.
47 W. 543 Perry Road
Maple Park, IL 60151

Ph. (630) 557-2221
Fax (630) 557-2229
towerworks@towerworks.net

LIST OF REFERENCES

Village of Oak Forest 190' Monopole
15440 S. Central
Oak Forest, IL 60452
J. Janozik – 708-535-4090

Village of Elk Grove Fire Station #8 60' Monopole
MTI Construction
328 Eisenhower Lane
Lombard, IL 60148
A. Jones – 847-742-7200

City of Aurora **190' Monopole**
Fire Station #8
44 E. Downers Place
Aurora, IL 60507
T. Vanhook – 630-417-7494



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/27/2023

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).

PRODUCER TrueNorth 500 1st St SE Cedar Rapids IA 52401	CONTACT NAME: RM Home Office PHONE (A/C, No, Ext): 319-366-2723 FAX (A/C, No): 877-810-6374 E-MAIL ADDRESS: certs@truenorthcompanies.com
INSURED Tower Works, Inc 47 W. 543 Perry Rd Maple Park IL 60151	INSURER(S) AFFORDING COVERAGE INSURER A: Western National Mutual Insurance Company INSURER B: American Interstate Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 15377 31895

COVERAGES**CERTIFICATE NUMBER:** 2095235582**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 CERTIFICATION 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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		CPP 1153732 06	11/30/2022	11/30/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 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 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <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 <input checked="" type="checkbox"/> HPD		CPP 1153392 06	11/30/2022	11/30/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Limit/Deductible \$ 50,000/\$1,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		UMB 1025687 06	11/30/2022	11/30/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N <input type="checkbox"/> A	AVWCIL3133402022	11/30/2022	11/30/2023	<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
A	Leased and Rented Equipment Installation Floater		CPP 1153740 06 CPP 1153740 06	11/30/2022 11/30/2022	11/30/2023 11/30/2023	Limit/Deductible 350,000/1,000 Limit/Deductible 100,000/1,000

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

If Yes is indicated above for Additional Insured, General Liability #WNG139 06/18 (Ongoing and Completed Operations) and Automobile Liability WNCA27 06/16 apply. If Yes is indicated above for Waiver of Subrogation, General Liability #WNG139 08/18, Automobile Liability #WNCA27 06/16 and Workers Compensation #WC000313 04/84 apply. Coverage is extended for work performed and required under written contract with the above named insured. Umbrella liability extends over the General Liability, Automobile Liability and Employer's Liability only and follows form as per policy terms, conditions and exclusions.

CERTIFICATE HOLDER**CANCELLATION**

Village of Tinley Park
16250 S. 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

7.1 COST TABLE

Item	Description	Qty	Cost	Extended
1	110' monopole tower installation on existing anchor pad (provided by Village contractor)	1	16,200	16,200
2	Sidarm collar mounts to be installed at listed levels with antenna mounting pipes	2	1750.00	3500-
3	Grounding kit with rod	1	450-	450-
4	Ground counterpoise (already installed) requires attachment to tower at (3) locations	1	450-	450-
5	Attach another 2/0 cable to tower that attaches to the equipment housing	1	750-	750-
6	Provide (2ea.) DB224 antennas in the VHF range from 150 to 160 Mhz	3	467-	1401-
7	Provide (1ea.) UHF yagi antenna 6 to 8 dB gain	1	75-	75-
8	Provide (2ea.) LMR400 feedline runs from DB224 antennas to equipment housing	2	400-	800-
9	Provide LMR ground kits for feedline at top and bottom of tower and attached to tower with a (6) hole buss bar to be provide by Vendor	4 kits 1 buss bar	2200-	2200-
10	Provide and install (2ea.) outdoor CAT shielded cables from top of tower to equipment shelter with ground kits at top and bottom of tower structure	2	1600-	3200-
11	Crane to Stack Monopole		4800-	4800-

Total

\$ 33,826.⁰⁰

Total cost for purchase of equipment, services and implementation of the Cabling System

Thirtythree thousand eight hundred twenty six dollars 33,826 .00

Total Cost in Words

Numeric

Vendor/Proposer Agreement:


Signature

5/3/23

Date:

Eddie Finley

Name:

President

Title:

Company Name: Tower Works, Inc

Contact Persons: Eddie Finley

Address: 41W 543 Perry Rd., Maple Park, IL 60151

Phone Number: 630-557-2221

Email Contact: towerworks@towerworks.net

Village of Tinley Park
16250 S. Oak Park Avenue Tinley Park, Illinois 60477

APPENDIX "A" - VENDOR'S DISCLOSURE AFFIDAVIT

STATE OF ILLINOIS)
COUNTY OF Kane) ss.

(Fill in State and County in which affidavit is being signed)

SECTION 1. BUSINESS STATUS STATEMENT

I, the undersigned, being duly sworn, do state as follows:

A. Tower Works, Inc (hereafter "Vendor") is a:
Company Name

(Place mark in front of appropriate type of business)

X Corporation (if a Corporation, complete B)

_____ Partnership (if a Partnership, complete C)

_____ Limited Liability Corporation (if an LLC, complete C)

_____ Individual Proprietorship (if an Individual, complete D)

Vendor's Federal Tax Identification Number, or in the case of an individual or sole proprietorship, Social Security Number: 57-226921

B. CORPORATION

The State of incorporation is ILLINOIS

Registered Agent of Corporation in Illinois: <u>Tower Works, Inc</u> Name <u>47 W 543 Perry Rd</u> Address <u>Maple Park, IL 60151</u> City, State, Zip	Business Information (If Different from Registered Agent): _____ Company Address, Principal Office _____ City, State, Zip _____ Telephone _____ Facsimile
---	--

Telephone

Website

President: Eddie Finley

Vice President: _____

Secretary: _____

The partners or members are as follows: (Attach additional sheets if necessary)

Name	Address & Telephone
------	---------------------

<hr/>	<hr/>
Name	Address & Telephone

Name	Address & Telephone
------	---------------------

The business address is _____

Telephone & Fax: _____ Website (if available): _____

The business address is _____

Telephone: _____ Fax: _____

My home address is _____

Telephone: _____ Fax: _____

SECTION 2. BID RIGGING AND BID ROTATING

That in connection with this solicitation for bids/proposals:

- A. The bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;
- B. The bidder has not in any manner directly or indirectly sought by consultation, communication or agreement with anyone to fix the bid price of said bidder or any other bidder or to fix any overhead profit or cost element of such bid price of that of any other bidder or to secure any advantage against the public body awarding the contract or anyone interested in the proper contract.
- C. The bid genuine and not collusive or sham;
- D. The prices or breakdowns thereof and any and all contents which had been quoted in the bid have not been knowingly disclosed by the bidder and will not be knowingly disclosed by the bidder directly or indirectly to any other bidder or any competitor prior to opening;
- E. All statements contained in such bid are true;
- F. No attempt has been made or will be made by the bidder to induce any other person or firm to submit a false or sham bid;
- G. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition;

SECTION 3. NON-COLLUSION STATEMENT

- A. This proposal, bid or contract is made without any connection or common interest in the profits with any other person other than the Vendor except as listed on a separate attached sheet to this affidavit.

Check One:

_____ Others Interested in Contract X None

- B. No department director or any employee or any officer of the Village of Tinley Park has any financial interest, directly or indirectly, in the award of this contract except as listed on a separate attached sheet to this affidavit.
- C. That the Vendor is not barred from bidding on any contract, if bidding process was used) as a result of violation of 720 ILCS 5/33E-3 and 5/33E-4 (Bid Rigging or Bid Rotating).

SECTION 11. FAMILIARITY WITH LAWS STATEMENT

The undersigned, being duly sworn, hereby states that the Vendor and its employees are familiar with and will comply with all Federal, State and local laws applicable to the project, which may include, but not limited to, the requirements as listed.

VENDOR


Signature

Eddie Finley

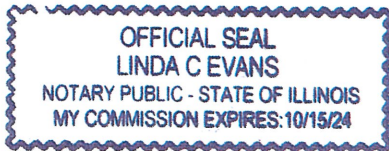
Printed Name

President

Title:

SUBSCRIBED and SWORN to before me this 4th day of May, 2023.

Linda C Evans



My Commission Expires: 10/15/24

NOTE: To be completed ONLY by selected VENDOR

CERTIFICATIONS BY CONTRACTOR

Eligibility to Contract

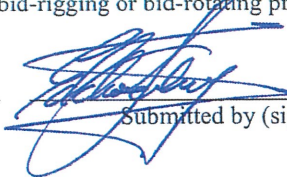
The undersigned hereby certifies that the Contractor is not barred from bidding on or entering into this contractor as a result of a violation of either the bid-rigging or bid-rotating provisions of Article 33E of the Criminal Code of 1961, as amended.

TowerWork, Inc

Name of Contractor (please print)

President

Title


Submitted by (signature)

Certificate of Compliance with Illinois Human Rights Act

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

TowerWorks Inc
Name of Contractor (please print)
President
Title

[Signature]
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.

TowerWorks, Inc
Name of Contractor (please print)
President
Title

[Signature]
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.

TowerWorks, Inc
Name of Contractor (please print)
President
Title

[Signature]
Submitted by (signature)

Certificate of Compliance with Illinois Prevailing Wage Act

The undersigned hereby certifies that the Contractor will comply with the Illinois Prevailing Wage Act, as follows: 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.

Tower Works Inc

Name of Contractor (please print)

President

Title

[Signature]

Submitted by (signature)

Written Program that is in Compliance with the Substance Abuse Prevention on Public Works Project Act

CONTRACTOR'S CERTIFICATION

(PUBLIC WORKS PROJECT SUBJECT TO THE PREVAILING WAGE ACT)

Eddie Finley

(Officer or Owner of Company)

, having been first duly sworn deposes and states as follows:

Tower Works Inc

(Name of Company)

, having submitted a proposal for:

Hereby certifies that the undersigned Contractor:

4A. has in place a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), and has provided a written copy thereof to the Village.

4B. has in place a collective bargaining agreement which deals with the subject matter of the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635).

(Cross out either 4A or 4B, depending upon which certification is correct.)

By: [Signature]

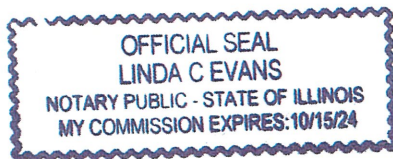
Officer or Owner of Company named above

Subscribed and sworn to before
me this 4th day of

May, 2023

Linda C Evans

Notary Public



[NAME OF CONTRACTOR]

Tower Works Inc

BY: [Signature]

5/4/23

Date

Printed Name: Eddie Finley

Title: President

VILLAGE OF TINLEY PARK

BY: _____
Michael Glotz, Mayor
(required if Contract is \$10,000 or more) _____
Date

ATTEST:

Village Clerk
(required if Contract is \$10,000 or more) _____
Date

VILLAGE OF TINLEY PARK

BY: _____
Village Manager _____
Date



REQUEST FOR PROPOSAL (RFP)
2023-RFP-006

MONOPOLE TOWER INSTALLATION

ADVERTISED: APRIL 21, 2023

DUE: MAY 5, 2023 AT 10:00AM

TABLE OF CONTENTS

<u>SECTION 1: PROJECT SUMMARY</u>	<u>PAGE NO.</u>
1.1 Notice.....	3
1.2 General Terms and Conditions.....	4
1.3 Overview	6
1.4 Project Objective	7

SECTION 2: N/A

SECTION 3: CONTACT AND SUBMISSION INFORMATION

3.1 Contact Information.....	7
3.2 Submission Deadline and Address	7
3.3 RFP Amendments	7
3.4 Right to Reject Proposals.....	7
3.5 Award of Project and Approval of Agreement.....	7
3.6 Cost of Preparation of Proposal.....	7
3.7 Proposals are Public Records	7

SECTION 4: TOWER INSTALLATION REQUIREMENTS

4.1 Company, Qualifications and Experience.....	8
---	---

SECTION 5: HARDWARE PROCUREMENT.....8

SECTION 6: PROPOSAL FORMAT

6.1 Scope of Services.....	8
6.2 Timeline.....	8
6.3 Cost.....	8

SECTION 7: EVALUATION AND AWARD CRITERIA.....8

7.1 Cost Table.....	8
---------------------	---

APPENDIX "A" - VENDOR DISCLOSURE AFFIDAVIT.....10

APPENDIX "B" - CERTIFICATION BY CONTRACTOR.....16

ATTACHMENT "A" - MATERIAL LIST AND SITE DETAILS.....20

John Ursoski
Public Works Director
Village of Tinley Park
16250 S. Oak Park Ave.
Tinley Park, IL 60477
(708) 644-3000
www.tinleypark.org

The Village of Tinley Park
Request for Proposal Statements
2023-RFP-006
MONOPOLE TOWER INSTALLATION

May 5, 2023 at 10:00AM

The Village of Tinley Park invites qualified Vendors to submit proposals to the Village for the installation of a 110' monopole tower manufactured by Sabre Industries.

Proposal / should be addressed to:

John Urbanski
Public Works Director
Village of Tinley Park
16250 S. Oak Park Ave.
Tinley Park, IL 60477

The closing date and time for receipt of proposals is **Friday, May 5, 2023 at 10:00AM**, after which time, additional submittals will not be accepted.

The Village of Tinley Park is soliciting proposal from firms qualified to install monopole towers in Illinois.

Questions and inquiries concerning this RFP may be directed to:

John Urbanski
Public Works Director
Village of Tinley Park
16250 S. Oak Park Ave.
Tinley Park, IL 60477
(708) 444-5000
jurbanski@tinleypark.org

1.2 General Terms and Conditions

Negotiations:

The Village of Tinley Park reserves the right to negotiate specifications, terms and conditions, which may be necessary or appropriate to the accomplishment of the purpose of this RFP.

Confidentiality:

RFP's and the responses thereto, are subject to the Illinois Freedom of Information Act.

Reserved Rights:

The Village of Tinley Park Reserves the right at any time and for any reason to cancel this RFP or any portion thereof, to reject any or all RFP's, and to take any other action determined to be in its best interests. The Village reserves the right to waive any immaterial defect in any RFP. The Village may seek clarification from a responder at any time, after the submission date, and failure to respond promptly is cause for rejection. The Village reserves the right to negotiate with the highest ranked responsive responsible responder. However, should the Village not be able to negotiate a fair and reasonable price with the highest ranked responsive, responsible responder, it reserves the right to proceed to negotiations with the next highest ranked responsive, responsible responder.

Incurred Costs:

The Village of Tinley Park will not be liable for any costs incurred by respondents in replying to this RFP.

Award:

Award will be based on the highest ranked responsive, responsible responder as determined by the Village of Tinley Park. The award, if any, will be based on the Village's determination as to the best-qualified and most cost effective responder.

Discussion of RFP:

The Village of Tinley Park may conduct discussions with any responder who submits a response. During the course of such discussions, the Village shall not disclose any information derived from one RFP to any other responder.

Contract Period:

Time is of the essence. The responder shall be able to devote sufficient resources to this project.

Responsibility & Default:

The responder shall be required to assume responsibility for all items listed in this RFP. The successful responder shall be considered the sole point of contact purposes for this contract.

Payments:

Payments shall be made in accordance with the Local Government Prompt Payment Act.

Interpretations or Correction of Request for Proposals:

Responders shall promptly notify The Village of any ambiguity, inconsistency, or error that they may discover upon examination of the RFP's. Interpretation, correction and changes to the RFP's will be made by written addendum. Interpretation, corrections or changes made in any other manner will not be binding.

Addenda:

Addenda are written instruments issued by the Village of Tinley Park prior to the date of receipt of proposals, which modify or interpret the RFP by addition, deletions, clarifications, or corrections.

Taxes:

The Village is exempt from paying certain Illinois State Taxes.

Non-Discrimination:

Proposer shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause and the Illinois Drug Free Workplace Act, Title 44, Chapter 10.

Certifications:

Provide a statement that certifies the following:

- That no Village of Tinley Park elected official, officer, or employee who participates in the procurement, management or administration of contracts or subcontracts has, directly or indirectly, any financial or other interest in connection with the proposed contracts or subcontracts.
- That no person or entity performing services for Village of Tinley Park has, directly or indirectly, any financial or other interest in any real property to be acquired for the project.
- The firm has no suspension and debarment actions as specified in State of Illinois regulation 2 CFR Part 1200 and 2 CFR Part 180.

Insurance: Please submit certificate with your proposal

The proposer must obtain insurance issued by a company or companies qualified to do business in the State of Illinois and provide the Village with evidence of credible insurance. Insurance in the following types and amounts is necessary:

- A. Worker's Compensation and Employer's Liability with limits not less than:
 - a. (1) Worker's Compensation: Statutory;
 - b. (2) Employer's Liability;
 - c. \$1,000,000 injury-per occurrence
 - d. Such insurance shall provide evidence that coverage applies in the State of Illinois.
- B. Comprehensive Motor Vehicle Liability with limits for vehicles owned, non-owned or rented not less than:
 - a. Bodily Injury/Property Damage: Combined Single Limit: \$1,000,000 per accident
- C. Comprehensive General Liability with coverage written on an "occurrence" as is and with limits no less than:
 - a. Each Occurrence: \$ 1,000,000
 - b. General Aggregate: \$2,000,000
 - c. Products and completed operations: General Aggregate: \$2,000,000

Umbrella Policies:

The required coverage's may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss. This policy should apply to the Commercial General Liability and Motor Vehicle Coverage. Minimum amount \$5,000,000 in combination. An exception for a lower limit may be granted at the discretion of the Village of Tinley Park. Such an exception could be based upon other criteria such as a review of their safety record, information provided by references, and/or any established prior job performance on behalf of the Village.

The Village of Tinley Park shall be named as an Additional Insured on the Comprehensive General Liability, Comprehensive Motor Vehicle Liability and Umbrella/Excess Policies. An endorsement naming the Village an additional insured must be submitted With the Certificate of Insurance. All insurance policies are to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the Village.

Other Insurance Provisions:

The insurance policies are to contain, or be endorsed to contain, the following provisions:

- a. The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the general liability, auto and umbrella/excess policies. An endorsement naming the Village an additional insured must be submitted with the Certificate of Insurance
- b. For any claims related to this project, the insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Vendor's insurance and shall not contribute with it. Vendor shall procure and maintain for the duration of the contract, and for 2 years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Vendor, his agents, representatives, employees.
- c. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the Entity.
- d. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the Entity.
- e. Waiver of Subrogation: Vendor hereby agrees to waive rights of subrogation which any insurer of Vendor may acquire from Vendor by virtue of the payment of any loss. Vendor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Entity for all work performed by the Vendor, its employees, agents.

1.3 Overview

The Village of Tinley Park (hereafter referred to as "Village") requests proposals for selection of a preferred tower installation company.

1.4 Project Objective

To install the 110' monopole tower with listed appurtenances such climbing bolts, safety climb, mounting collars, pipes, lightning rod, antennas, feedlines, grounding cables to tower, connectors, etc. The vendor shall also sweep the antennas and feedlines for appropriate operation.

SECTION 2: N/A

SECTION 3: CONTACT AND SUBMISSION INFORMATION

3.1 Contact Information

All inquiries about this RFP must be submitted via email to John Urbanski at jurbanski@tinleypark.org.

3.2 Submission Deadline and Address

Please submit your proposal via email to the contact listed below. Proposals must be received by 10:00 AM, on May 5, 2023 at the following address:

John Urbanski, Public Works Director
Ref: Monopole Tower Installation
Village of Tinley Park
16250 S. Oak Park Ave.
Tinley Park, IL 60477

3.3 RFP Amendments

The Village reserves the right to amend this RFP at any time. Amendments will be posted on the Village's website at:

https://www.tinleypark.org/government/departments/clerk_s_office/open_bids_and_contracts.php

3.4 Right to Reject Proposals

The Village reserves the right to reject any and all proposals or to waive any minor defects or irregularities in any proposal or in the proposal process, or to solicit new proposals on the same project or on a modified project, which may include portions of the original proposed project as in the best interest of the Village.

3.5 Award of Project and Approval of Agreement

Award of a contract to the successful proposer is subject to funding approved by the Village of Tinley Park Village Council. The Village reserves the right to negotiate the terms of an agreement for the tower installation with one or more Proposers, as the Village deems fit and most advantageous to the Village's completion of the project.

3.6 Cost of Preparation of Proposal

The Village will not pay costs incurred by the Proposer for the preparation, printing, or negotiation process. All such costs shall be borne by the Proposer.

3.7 Proposals are Public Records

Each Proposer is hereby notified that, upon submittal of its proposal to the Village in accordance with this RFP, the proposal becomes the property of the Village and is a public record subject to disclosure in accordance with Illinois Public Records Law. If a Proposer believes that any portion of its proposal

7.1 COST TABLE

Item	Description	Qty	Cost	Extended
1	110' monopole tower installation on existing anchor pad (provided by Village contractor)	1	15,000.00	15,000.00
2	Sidarm collar mounts to be installed at listed levels with antenna mounting pipes	2	3650	7,300
3	Grounding kit with rod	1	1500	1500
4	Ground counterpoise (already installed) requires attachment to tower at (3) locations	1	900	900
5	Attach another 2/0 cable to tower that attaches to the equipment housing	1	1400	1400
6	Provide (2ea.) DB224 antennas in the VHF range from 150 to 160 Mhz	3	1200	3600
7	Provide (1ea.) UHF yagi antenna 6 to 8 dB gain	1	350	350
8	Provide (2ea.) LMR400 feedline runs from DB224 antennas to equipment housing	2	1800	3600
9	Provide LMR ground kits for feedline at top and bottom of tower and attached to tower with a (6) hole buss bar to be provide by Vendor	4 kits 1 buss bar	350	1400
10	Provide and install (2ea.) outdoor CAT shielded cables from top of tower to equipment shelter with ground kits at top and bottom of tower structure	2	850	1700

Total

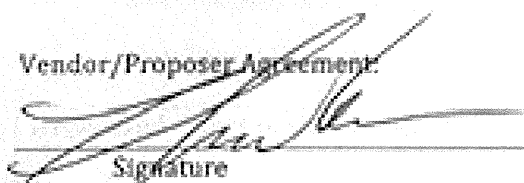
\$36,750.00

Total cost for purchase of equipment, services and implementation of the Cabling System

Thirty Six Thousand Sevenhundred Fifty
Total Cost in Words

\$36,750.00
Numeric

Vendor/Proposer Agreement:


Signature

5/5/2023
Date:

Thomas McCann
Name:

VP Operations
Title:

Company Name:

Contact Persons:

Address:

Phone Number:

Email Contact:

Telephone

Website

The corporate officers are as follows:

President: _____

Vice President: _____

Secretary: _____

C. PARTNERSHIP OR L.L.C.

The partners or members are as follows: (Attach additional sheets if necessary)

Daile McLann
Name

511 Academy Dr, Lisle, IL 60532 312.545.2711
Address & Telephone

Thomas McLann
Name

511 Academy Dr, Lisle, IL 60532 312.545.2711
Address & Telephone

Name

Address & Telephone

The business address is 511 Academy Dr., Lisle IL 60532

Telephone & Fax: _____ Website (if available): imgdevelopmentllc.com

D. INDIVIDUAL PROPRIETORSHIP

The business address is _____

Telephone: _____ Fax: _____

My home address is _____

Telephone: _____ Fax: _____

SECTION 2. BID RIGGING AND BID ROTATING

That in connection with this solicitation for bids/proposals:

- A. The bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;
- B. The bidder has not in any manner directly or indirectly sought by consultation, communication or agreement with anyone to fix the bid price of said bidder or any other bidder or to fix any overhead profit or cost element of such bid price of that of any other bidder or to secure any advantage against the public body awarding the contract or anyone interested in the proper contract.
- C. The bid genuine and not collusive or sham;
- D. The prices or breakdowns thereof and any and all contents which had been quoted in the bid have not been knowingly disclosed by the bidder and will not be knowingly disclosed by the bidder directly or indirectly to any other bidder or any competitor prior to opening;
- E. All statements contained in such bid are true;
- F. No attempt has been made or will be made by the bidder to induce any other person or firm to submit a false or sham bid;
- G. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition;

SECTION 3. NON-COLLUSION STATEMENT

- A. This proposal, bid or contract is made without any connection or common interest in the profits with any other person other than the Vendor except as listed on a separate attached sheet to this affidavit.

Check One:

☐ Others Interested in Contract

☒ None

- B. No department director or any employee or any officer of the Village of Tinley Park has any financial interest, directly or indirectly, in the award of this contract except as listed on a separate attached sheet to this affidavit.
- C. That the Vendor is not barred from bidding on any contract, if bidding process was used) as a result of violation of 720 ILCS 5/33E-3 and 5/33E-4 (Bid Rigging or Bid Rotating).

SECTION 4. DRUG FREE WORKPLACE AND DELINQUENT ILLINOIS TAXES STATEMENT

The undersigned states under oath that the Vendor is in full compliance with the Illinois Drug Free Workplace Act, 30 ILCS 580/1. The undersigned also states under oath and certifies that the Vendor is not delinquent in payment of any tax administered by the Illinois Department of Revenue except that the taxes for which liability for the taxes or the amount of the taxes are being contested, in accordance with the procedures established by the appropriate Revenue Act; or that the Vendor has entered into an agreement(s) with the Illinois Department of Revenue for the payment of all taxes due and is in compliance with the agreement.

SECTION 5. PREVAILING WAGE REQUIREMENTS

The 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/dol/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.

SECTION 6. 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. 2009-O-002.

SECTION 7. TAX COMPLIANCE

The undersigned on behalf of the entity making the foregoing proposal certifies that neither the undersigned nor the entity is barred from contracting with the Village of Tinley Park because of any delinquency in the payment of any tax administered by the State of Illinois, Department of Revenue, unless the undersigned or the entity is contesting, in accordance with the procedures established by the appropriate revenue act, liability of the tax or the amount of tax.

The undersigned or the entity making the proposal or bid understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and in addition, voids the contract and allows the municipality to recover all amounts paid to the individual or entity under the contract in a civil action.

SECTION 8. NON DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

The EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.

In the event of the contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights (hereinafter referred to as the Department) the contractor may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

During the performance of this contract, the contractor agrees:

- A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- B. That, if it hires additional employees in order to perform this contract, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulation for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- C. That in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contract. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Acts and Rules and Regulations, the contractor will promptly so notify the Department and the contracting agency will recruit employees from the sources when necessary to fulfill its obligations thereunder.
- E. CONTRACTOR certified that it is presently in compliance with all of the terms, conditions and provisions of Section 5/2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105), together with all rules and regulations promulgated and adopted pursuant thereto.
- F. That it will submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contracts.

- G. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contracts.
- H. That it will include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event of any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

For the purposes of subsection G of Section 10, "Subcontract" mean any agreement, arrangement or understanding, written or otherwise, between a public contractor and any person under which any portion of the public contractor's obligation under one or more public contracts is performed, undertaken or assumed; the term "subcontract," however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a bank or other financial institution and its customers.

It is expressly understood that the foregoing statements and representations and promises are made as a condition to the right of the bidder to receive payment under any award made under the terms and provisions of this bid.

Have written sexual harassment policies that shall include, 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) the vendor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department and the Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of this Act. A copy of the policies shall be provided to the Department upon request.

SECTION 9. FELONY

Contractor certifies that it has not been barred from being awarded a contract under Section 1400.5015 of the Treasurer's Procurement Rules (44 Ill. Adm. Code 1400.5015).

SECTION 10. THE AMERICANS WITH DISABILITIES ACT

As a condition of receiving this contract, the undersigned vendor certifies that services, programs and activities provided under this contract are and will continue to be in compliance with the Illinois Accessibility Code.

SECTION 11. FAMILIARITY WITH LAWS STATEMENT

The undersigned, being duly sworn, hereby states that the Vendor and its employees are familiar with and will comply with all Federal, State and local laws applicable to the project, which may include, but not limited to, the requirements as listed.

VENDOR

Dark M

Signature

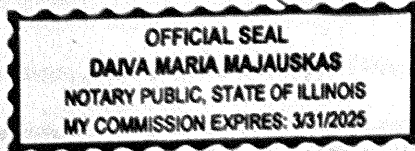
Dark McCann

Printed Name

President

Title:

SUBSCRIBED and SWORN to before me this 4th day of May, 2014.



My Commission Expires: __

NOTE: To be completed ONLY by selected VENDOR

CERTIFICATIONS BY CONTRACTOR

Eligibility to Contract

The undersigned hereby certifies that the Contractor is not barred from bidding on or entering into this contractor 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.

IMB Development LLC

Name of Contractor (please print)

Dark M

Submitted by (signature)

President

Title

Certificate of Compliance with Illinois Human Rights Act

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

IMB Development LLC
Name of Contractor (please print)

[Signature]
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.

IMB
Name of Contractor (please print)

[Signature]
Submitted by (signature)

Title

Certificate Regarding Sexual Harassment Policy

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

IMB Development LLC
Name of Contractor (please print)

[Signature]
Submitted by (signature)

President
Title

Certificate of Compliance with Illinois Prevailing Wage Act

The undersigned hereby certifies that the Contractor will comply with the Illinois Prevailing Wage Act, as follows: 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.

IMB Development
Name of Contractor (please print)

[Signature]
Submitted by (signature)

President
Title

Written Program that is in Compliance with the Substance Abuse Prevention on Public Works Project Act

**CONTRACTOR'S CERTIFICATION
(PUBLIC WORKS PROJECT SUBJECT TO THE PREVAILING WAGE ACT)**

Dale McLean, having been first duly sworn deposes and states as follows:
(Officer or Owner of Company)

IMB Development, having submitted a proposal for:
(Name of Company)

Hereby certifies that the undersigned Contractor:

4A. has in place a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), and has provided a written copy thereof to the Village.

4B. has in place a collective bargaining agreement which deals with the subject matter of the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635).

(Cross out either 4A or 4B, depending upon which certification is correct.)

By: [Signature]
Officer or Owner of Company named above

Subscribed and sworn to before
me this 4 day of May, 2023

Notary Public

[NAME OF CONTRACTOR]

BY: Dale McLean

5-4-23
Date

Printed Name: Dale McLean

Title: President

VILLAGE OF TINLEY PARK

BY: _____ Date _____
Michael Glotz, Mayor
(required if Contract is \$10,000 or more)

ATTEST:

Village Clerk
(required if Contract is \$10,000 or more) Date _____

VILLAGE OF TINLEY PARK

BY: _____ Date _____
Village Manager

Attachment "A"

Anchor bolts and templates	
6' Sidearm with Collar Mount @ the 90° elevation	
Pipe Mount (up to 6' Dish) with Collar Mount @ the 70° elevation	
3' Sidearm with Collar Mount @ the 60° elevation	
TIA standard grounding kit (each)	
8' x 5/8" lightning rod copper clad and silencer (each)	
S.E. Certified Profile Drawings	
S.E. Certified Foundation Design	
Final Erection Drawings	

The monopole will be designed to support the following equipment:

	ANTENNA MODEL NUMBER (QTY)	RADOME		ELEVATION C.O.R.	TX. LINE SIZE & TYPE	FREQUENCY	AZIMUTH TO NORTH	ANTENNA MOUNT	MOUNT PROVIDED	
		YES	NO						YES	NO
1	(1) DB224		X	110' @ Base	(1) LMR	N/A	Unknown	One (1) 6' Sidearm with Collar Mount		X
2	(1) DB224		X	90' @ Base	(1) LMR	N/A	Unknown	One (1) 6' Sidearm with Collar Mount		X
3	(1) DB224		X	70' @ Base	(1) LMR	N/A	Unknown	One (1) 6' Sidearm with Collar Mount		X
4	(1) 3' Solid Dish w/ Radome	X		70'	(1) CAT 6	11 GHz	76°	One (1) Pipe Mount (up to 6' Dish) with Collar Mount		X
5	(1) DB404		X	60' @ Base	(1) LMR	N/A	Unknown	One (1) 3' Sidearm with Collar Mount		X



2023-RFP-006
Monopole Tower Installation

May 4, 2023

To Whom It May Concern:

Impirium Group Inc. certifies:

- That no Village of Tinley Park elected official, officer, or employee who participates in the procurement, management or administration of contracts or subcontracts has, directly or indirectly, any financial or other interest in connection with the proposed contracts or subcontracts.
- That no person or entity performing services for Village of Tinley Park has, directly or indirectly, any financial or other interest in any real property to be acquired for the project.
- The firm has no suspension and debarment actions as specified in State of Illinois regulation 2 CFR Part 1200 and 2 CFR Part 180.

Respectfully,

Impirium Group Inc.



Abder Ghouleh
Project Director

2023-RFP-006
Monopole Tower Installation

SECTION 4.1

Impirium Group Inc is a contractor that specializes in the telecom industry, a leader in macro site construction, tower, antenna, fiber optics, small cell, and generator installations. Impirium works in conjunction with its affiliated company (same ownership group) Concordia Wireless (Engineering Design and Land Acquisition). Our group has over 20 years of experience as telecom constructors.

Our staff brings both project management in the private communications sector as well as in the government sector. With experienced tower crews that have done excellent tower site installations, we do not foresee any difficulties in this project.

Recent similar projects on the following pages.

SECTION 5

Impirium Group will make arrangements with a crane company to off load and erect the tower on the expected delivery date.

SECTION 6

Impirium Group will install the tower and associated equipment as listed in Attachment "A".

As time is of the essence, Impirium Group will start erection of the tower on the date of delivery. We will have a full crew of installers ready on date of delivery and on consecutive days until construction end.

FIRM EXPERIENCE SIMILAR PROJECTS

Project #1: Verizon Communication Tower at 2495 S Meridian Road, Fowler, IN 47944

Start Date: 11/22/2020; End Date: 1/28/2021

Scope of work

1. Decommissioning & Replacement of Existing 380 Foot Tower Project – Verizon

- A. Decommission of existing 380 foot high Self Support / Guyed Tower.
- B. Installation of New 300' Self Support (3-legged) Tower.

Summary

An Existing 380-foot guyed tower that was acquired by Verizon Wireless needed to be removed and replaced by a 300' 3-legged Self Support Tower. The project was very challenging due to the fact that 380' height is well past the reach of any typical crane. Thus, it was not financially feasible for Verizon to hire a crane to assist with removing the tower from 380' level. Our firm was retained to decommission the tower section by section using a gin-pole. This type of de-construction is very difficult as the talent required to decommission a guyed tower with multiple guyed-cables is very rare due to the dangerous type of deconstruction.

All equipment was removed off the tower including Antennas, Radios, Microwaves and coax cables and relocated to the new tower.

Client: Verizon Wireless, 250 E. 96th Street, Suite 300, Indianapolis, IN 46240.

Contact: James R. Grant, phone: 317-439-7644

Project #2: GN2 Rochester Central II Tower at 440 W SR 14, Rochester, IN 46975

Start Date: 10/27/2020; End Date: 11/20/2020

Scope of work

1. Decommissioning & Replacement of Existing 360 Foot Tower Project – Verizon

- A. Decommission of existing 360 foot high Self Support / Guyed Tower.
- B. Installation of New 190' Monopole Tower.

Summary

An Existing 360-foot guyed tower that was acquired by Verizon Wireless needed to be removed and replaced by a 190' Monopole Tower. The project was very challenging due to the fact that 360' height is well past the reach of any typical crane. Thus, it was not financially feasible for Verizon to hire a crane to assist with removing the tower from 360' level. Our firm was retained to decommission the tower section by section using a gin-pole. This type of de-construction is very difficult as the talent required to decommission a guyed tower with multiple guyed-cables is very rare due to the dangerous

type of deconstruction.

All equipment was removed off the tower including Antennas, Radios, Microwaves and coax cables and relocated to the new tower.

Client: Verizon Wireless

Contact: James R. Grant, Senior Engineer IV, phone: 317-439-7644, james.grant@verizonwireless.com

Project #3: GN2 Oxford II Tower at 2495 S Meridian Rd, Benton, IN 46526

Start Date: 11/12/2020; End Date: 12/10/2020

Scope of work

1. Installation of new 300 Foot Tower Project – Verizon

A. Installation of New 300' Self Support (3-legged) Tower.

Summary

A new 300' Self Support (3-legged) Tower was erected. New equipment was installed on the tower including Antennas, Radios, Microwaves and coax cables.

Client: Verizon Wireless

Contact: James R. Grant, Senior Engineer IV, phone: 317-439-7644

Project #4: GN2 Kilmore II Tower at 2024 E County Rd 250 N, Frankfort, IN 46041

Start Date: 11/23/2020; End Date: 12/18/2020

Scope of work

1. Decommissioning & Replacement of Existing 360 Foot Tower Project – Verizon

A. Decommission of existing 360 foot high Self Support / Guyed Tower.

B. Installation of New 260' Self Support (3-legged) Tower.

Summary

An Existing 360-foot guyed tower that was acquired by Verizon Wireless needed to be removed and replaced by a 260' 3-legged Self Support Tower. The project was very challenging due to the fact that 360' height is well past the reach of any typical crane. Thus, it was not financially feasible for Verizon to hire a crane to assist with removing the tower from 360' level. Our firm was retained to decommission the tower section by section using a gin-pole. This type of de-construction is very difficult as the talent required to decommission a guyed tower with multiple guyed-cables is very rare due to the dangerous type of deconstruction.

All equipment was removed off the tower including Antennas, Radios, Microwaves and coax cables and relocated to the new tower.

Client: Verizon Wireless

Contact: James R. Grant, Senior Engineer IV, phone: 317-439-7644, james.grant@verizonwireless.com

Project #5: Emergency Communications Tower Construction at 650 Curtiss Street, Downers Grove, IL 60515

Start Date: 10/01/2022; End Date: 5/01/2024 (projected)

Scope of work

1. Installation of New Monopole Tower and Decommissioning of Existing Tower – Downers Grove

- A. Decommission of existing 160' Self Support Tower.
- B. Construction of New 190' Monopole Tower.

Summary

An Existing 160-foot lattice tower needs to be removed to make way for a new development and replaced by a 190' Monopole Tower at a new location. Coordination is needed of all existing tower tenants to transition to the new tower.

Client: Village of Downers Grove

Contact: Jeff Montanari, Downers Grove's Construction rep, 331-210-1534, jdmontanari@leopardo.com



REQUEST FOR PROPOSAL (RFP)
2023-RFP-006

MONOPOLE TOWER INSTALLATION

ADVERTISED: APRIL 21, 2023

DUE: MAY 5, 2023 AT 10:00AM

TABLE OF CONTENTS

<u>SECTION 1: PROJECT SUMMARY</u>		<u>PAGE NO.</u>
1.1	Notice.....	3
1.2	General Terms and Conditions.....	4
1.3	Overview	6
1.4	Project Objective	7
 <u>SECTION 2: N/A</u>		
 <u>SECTION 3: CONTACT AND SUBMISSION INFORMATION</u>		
3.1	Contact Information.....	7
3.2	Submission Deadline and Address	7
3.3	RFP Amendments	7
3.4	Right to Reject Proposals.....	7
3.5	Award of Project and Approval of Agreement.....	7
3.6	Cost of Preparation of Proposal.....	7
3.7	Proposals are Public Records	7
 <u>SECTION 4: TOWER INSTALLATION REQUIREMENTS</u>		
4.1	Company, Qualifications and Experience.....	8
 <u>SECTION 5: HARDWARE PROCUREMENT</u>		
 <u>SECTION 6: PROPOSAL FORMAT</u>		
6.1	Scope of Services.....	8
6.2	Timeline	8
6.3	Cost	8
 <u>SECTION 7: EVALUATION AND AWARD CRITERIA</u>		
7.1	Cost Table.....	8
 APPENDIX "A" – VENDOR DISCLOSURE AFFIDAVIT		
 APPENDIX "B" – CERTIFICATION BY CONTRACTOR		
 ATTACHMENT "A" – MATERIAL LIST AND SITE DETAILS		

The Village of Tinley Park
Request for Proposal Statements
2023-RFP-006
MONOPOLE TOWER INSTALLATION

May 5, 2023 at 10:00AM

The Village of Tinley Park invites qualified Vendors to submit proposals to the Village for the installation of a 110' monopole tower manufactured by Sabre Industries.

Proposal / should be addressed to:

John Urbanski
Public Works Director
Village of Tinley Park
16250 S. Oak Park Ave.
Tinley Park, IL 60477

The closing date and time for receipt of proposals is **Friday, May 5, 2023 at 10:00AM**, after which time, additional submittals will not be accepted.

The Village of Tinley Park is soliciting proposal from firms qualified to install monopole towers in Illinois.

Questions and inquiries concerning this RFP may be directed to:

John Urbanski
Public Works Director
Village of Tinley Park
16250 S. Oak Park Ave.
Tinley Park, IL 60477
(708) 444-5000
jurbanski@tinleypark.org

1.2 General Terms and Conditions

Negotiations:

The Village of Tinley Park reserves the right to negotiate specifications, terms and conditions, which may be necessary or appropriate to the accomplishment of the purpose of this RFP.

Confidentiality:

RFP's and the responses thereto, are subject to the Illinois Freedom of Information Act.

Reserved Rights:

The Village of Tinley Park Reserves the right at any time and for any reason to cancel this RFP or any portion thereof, to reject any or all RFP's, and to take any other action determined to be in its best interests. The Village reserves the right to waive any immaterial defect in any RFP. The Village may seek clarification from a responder at any time, after the submission date, and failure to respond promptly is cause for rejection. The Village reserves the right to negotiate with the highest ranked responsive responsible responder. However, should the Village not be able to negotiate a fair and reasonable price with the highest ranked responsive, responsible responder, it reserves the right to proceed to negotiations with the next highest ranked responsive, responsible responder.

Incurred Costs:

The Village of Tinley Park will not be liable for any costs incurred by respondents in replying to this RFP.

Award:

Award will be based on the highest ranked responsive, responsible responder as determined by the Village of Tinley Park. The award, if any, will be based on the Village's determination as to the best-qualified and most cost effective responder.

Discussion of RFP:

The Village of Tinley Park may conduct discussions with any responder who submits a response. During the course of such discussions, the Village shall not disclose any information derived from one RFP to any other responder.

Contract Period:

Time is of the essence. The responder shall be able to devote sufficient resources to this project.

Responsibility & Default:

The responder shall be required to assume responsibility for all items listed in this RFP. The successful responder shall be considered the sole point of contact purposes for this contract.

Payments:

Payments shall be made in accordance with the Local Government Prompt Payment Act.

Interpretations or Correction of Request for Proposals:

Responders shall promptly notify The Village of any ambiguity, inconsistency, or error that they may discover upon examination of the RFP's. Interpretation, correction and changes to the RFP's will be made by written addendum. Interpretation, corrections or changes made in any other manner will not be binding.

Addenda:

Addenda are written instruments issued by the Village of Tinley Park prior to the date of receipt of proposals, which modify or interpret the RFP by addition, deletions, clarifications, or corrections.

Taxes:

The Village is exempt from paying certain Illinois State Taxes.

Non-Discrimination:

Proposer shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause and the Illinois Drug Free Workplace Act, Title 44, Chapter 10.

Certifications:

Provide a statement that certifies the following:

- That no Village of Tinley Park elected official, officer, or employee who participates in the procurement, management or administration of contracts or subcontracts has, directly or indirectly, any financial or other interest in connection with the proposed contracts or subcontracts.
- That no person or entity performing services for Village of Tinley Park has, directly or indirectly, any financial or other interest in any real property to be acquired for the project.
- The firm has no suspension and debarment actions as specified in State of Illinois regulation 2 CFR Part 1200 and 2 CFR Part 180.

Insurance: Please submit certificate with your proposal

The proposer must obtain insurance issued by a company or companies qualified to do business in the State of Illinois and provide the Village with evidence of credible insurance. Insurance in the following types and amounts is necessary:

- A. Worker's Compensation and Employer's Liability with limits not less than:
 - a. (1) Worker's Compensation: Statutory;
 - b. (2) Employer's Liability;
 - c. \$1,000,000 injury-per occurrence
 - d. Such insurance shall provide evidence that coverage applies in the State of Illinois.
- B. Comprehensive Motor Vehicle Liability with limits for vehicles owned, non-owned or rented not less than:
 - a. Bodily Injury/Property Damage: Combined Single Limit: \$1,000,000 per accident
- C. Comprehensive General Liability with coverage written on an "occurrence" as is and with limits no less than:
 - a. Each Occurrence: \$ 1,000,000
 - b. General Aggregate: \$2,000,000
 - c. Products and completed operations: General Aggregate: \$2,000,000

Umbrella Policy:

The required coverage's may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss. This policy should apply to the Commercial General Liability and Motor Vehicle Coverage. Minimum amount \$5,000,000 in combination. *An exception for a lower limit may be granted at the discretion of the Village of Tinley Park. Such an exception could be based upon other criteria such as a review of their safety record, information provided by references, and/or any established prior job performance on behalf of the Village.*

The Village of Tinley Park shall be named as an Additional Insured on the Comprehensive General Liability, Comprehensive Motor Vehicle Liability and Umbrella/Excess Policies. An endorsement naming the Village an additional insured must be submitted With the Certificate of Insurance. All insurance policies are to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the Village.

Other Insurance Provisions:

The insurance policies are to contain, or be endorsed to contain, the following provisions:

- a. The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the general liability, auto and umbrella/excess policies. An endorsement naming the Village an additional insured must be submitted with the Certificate of Insurance
- b. For any claims related to this project, the insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Vendor's insurance and shall not contribute with it. Vendor shall procure and maintain for the duration of the contract, and for 2 years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Vendor, his agents, representatives, employees.
- c. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the Entity.
- d. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the Entity.
- e. Waiver of Subrogation: Vendor hereby agrees to waive rights of subrogation which any insurer of Vendor may acquire from Vendor by virtue of the payment of any loss. Vendor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Entity for all work performed by the Vendor, its employees, agents.

1.3 Overview

The Village of Tinley Park (hereafter referred to as "Village") requests proposals for selection of a preferred tower installation company.

1.4 Project Objective

To install the 110' monopole tower with listed appurtenances such climbing bolts, safety climb, mounting collars, pipes, lightning rod, antennas, feedlines, grounding cables to tower, connectors, etc. The vendor shall also sweep the antennas and feedlines for appropriate operation.

SECTION 2: N/A

SECTION 3: CONTACT AND SUBMISSION INFORMATION

3.1 Contact Information

All inquiries about this RFP must be submitted via email to John Urbanski at jurbanski@tinleypark.org.

3.2 Submission Deadline and Address

Please submit your proposal via email to the contact listed below. Proposals must be received by 10:00 AM, on May 5, 2023 at the following address:

John Urbanski, Public Works Director
Ref: Monopole Tower Installation
Village of Tinley Park
16250 S. Oak Park Ave.
Tinley Park, IL 60477

3.3 RFP Amendments

The Village reserves the right to amend this RFP at any time. Amendments will be posted on the Village's website at:

https://www.tinleypark.org/government/departments/clerk_s_office/open_bids_and_contracts.php

3.4 Right to Reject Proposals

The Village reserves the right to reject any and all proposals or to waive any minor defects or irregularities in any proposal or in the proposal process, or to solicit new proposals on the same project or on a modified project, which may include portions of the original proposed project as in the best interest of the Village.

3.5 Award of Project and Approval of Agreement

Award of a contract to the successful proposer is subject to funding approved by the Village of Tinley Park Village Council. The Village reserves the right to negotiate the terms of an agreement for the tower installation with one or more Proposers, as the Village deems fit and most advantageous to the Village's completion of the project.

3.6 Cost of Preparation of Proposal

The Village will not pay costs incurred by the Proposer for the preparation, printing, or negotiation process. All such costs shall be borne by the Proposer.

3.7 Proposals are Public Records

Each Proposer is hereby notified that, upon submittal of its proposal to the Village in accordance with this RFP, the proposal becomes the property of the Village and is a public record subject to disclosure in accordance with Illinois Public Records Law. If a Proposer believes that any portion of its proposal

is confidential and thus subject to a legal exception to Illinois Public Records Law, the Proposer shall: (1) clearly mark the relevant portions of its proposal "Confidential"; (2) identify, the legal basis for the exception; and (3) defend, indemnify, and hold harmless the Village regarding any claim by any third party for the public disclosure of the "Confidential" portion of the proposal.

SECTION 4: TOWER INSTALLATION REQUIREMENTS

This section of the RFP outlines the requirements the Village will use to evaluate the proposals. The requirements are organized into the following sections:

4.1 Company, Qualifications and Experience.

4.1 Company, Qualifications and Experience

The proposing Proposer must have significant experience in the installation of tower and tower applications.

SECTION 5: HARDWARE PROCUREMENT

All hardware shall be delivered to the site by the manufacturer at 183rd and LaGrange rd.

The selected Vendor shall make the arrangements to off load the tower from the transport carrier and provide the crane services for the off load and erection of the tower at the site.

Expected delivery date is May 23, 2023 – contractor to coordinate delivery date and time with Sabre Towers and Poles.

SECTION 6: PROPOSAL FORMAT

Proposals must include the following information:

6.1 Scope of Services

Install tower and associated equipment as listed in Attachment "A"

6.2 Timeline

The tower is scheduled for delivery end of May. The vendor shall be responsible to coordinate the delivery date (day and time) with the transport carrier and crane operator. Upon delivery and erection shall commence immediately to prevent any delay and additional costs for the project.

6.3 Cost

The Vendor shall complete the cost analysis table include in this RFP as detailed.

SECTION 7: EVALUATION AND AWARD CRITERIA

Selection of a proposal(s) will be based on the following criteria:

- Experience
- Cost
- Ability to meet the scheduled time frame.

Note: the Village will have the anchor pad already installed with anchor bolts and template provided by the manufacturer (Sabre) and will have the concrete cured for a minimum of 2 weeks.

7.1 COST TABLE

Item	Description	Qty	Cost	Extended
1	110' monopole tower installation on existing anchor pad (provided by Village contractor)	1	32,000	32,000.00
2	Sidarm collar mounts to be installed at listed levels with antenna mounting pipes	2	8,000	16,000.00
3	Grounding kit with rod	1	2,115	2,115.00
4	Ground counterpoise (already installed) requires attachment to tower at (3) locations	1	1,500	1,500.00
5	Attach another 2/0 cable to tower that attaches to the equipment housing	1	1,615	1,615.00
6	Provide (2ea.) DB224 antennas in the VHF range from 150 to 160 Mhz	3	4,550	13,650.00
7	Provide (1ea.) UHF yagi antenna 6 to 8 dB gain	1	2,250	2,250.00
8	Provide (2ea.) LMR400 feedline runs from DB224 antennas to equipment housing	2	1,800	3,600.00
9	Provide LMR ground kits for feedline at top and bottom of tower and attached to tower with a (6) hole buss bar to be provide by Vendor	4 kits 1 buss bar	350	1,400.00
10	Provide and install (2ea.) outdoor CAT shielded cables from top of tower to equipment shelter with ground kits at top and bottom of tower structure	2	615	1,230.00

Total

75,360.00

Total cost for purchase of equipment, services and implementation of the Cabling System

Seventy Five Thousand, Three hundred sixty dollars

\$ 75,360.00

Total Cost in Words

Numeric

Vendor/Proposer Agreement:

Abder Ghoulh

Signature

5/4/2023

Date:

Abder Ghoulh

Name:

Project Director

Title:

Company Name: Impirium Group, Inc

Contact Persons: Tyler Brinkerhoff, Abder Ghoulh

Address: 325 Village Drive, Carol Stream, IL 60188

Phone Number: 224-406-0339 / 224-213-5945

Email Contact: bizdev@impirium.net

APPENDIX "A" - VENDOR'S DISCLOSURE AFFIDAVIT

STATE OF Illinois)
COUNTY OF DuPage) ss.

(Fill in State and County in which affidavit is being signed)

SECTION 1. BUSINESS STATUS STATEMENT

I, the undersigned, being duly sworn, do state as follows:

- A. Impirium Group Inc. (hereafter "Vendor") is a:
Company Name

(Place mark in front of appropriate type of business)

☒ Corporation (if a Corporation, complete B)

☐ Partnership (if a Partnership, complete C)

☐ Limited Liability Corporation (if an LLC, complete C)

☐ Individual Proprietorship (if an Individual, complete D)

Vendor's Federal Tax Identification Number, or in the case of an individual or sole proprietorship, Social Security Number: 82-18776229

- B. CORPORATION

The State of incorporation is Illinois

Registered Agent of Corporation in Illinois: <u>Rim Hafez</u> Name	Business Information (If Different from Registered Agent):
<u>325 Village Drive</u> Address	Company Address, Principal Office
<u>Carol Stream, IL 60188</u> City, State, Zip	City, State, Zip
	<u>888-476-9878</u> <u>847-589-0643</u> Telephone Facsimile

Telephone

Website

President: Rim Hafez

Vice President: _____

Secretary: Rim Hafez

The partners or members are as follows: (Attach additional sheets if necessary)

Name

Address & Telephone

Name

Address & Telephone

Name

Address & Telephone

The business address is _____

Telephone & Fax: _____ Website (if available): _____

The business address is _____

Telephone: _____ Fax: _____

My home address is _____

Telephone: _____ Fax: _____

SECTION 2. BID RIGGING AND BID ROTATING

That in connection with this solicitation for bids/proposals:

- A. The bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;
- B. The bidder has not in any manner directly or indirectly sought by consultation, communication or agreement with anyone to fix the bid price of said bidder or any other bidder or to fix any overhead profit or cost element of such bid price of that of any other bidder or to secure any advantage against the public body awarding the contract or anyone interested in the proper contract.
- C. The bid genuine and not collusive or sham;
- D. The prices or breakdowns thereof and any and all contents which had been quoted in the bid have not been knowingly disclosed by the bidder and will not be knowingly disclosed by the bidder directly or indirectly to any other bidder or any competitor prior to opening;
- E. All statements contained in such bid are true;
- F. No attempt has been made or will be made by the bidder to induce any other person or firm to submit a false or sham bid;
- G. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition;

SECTION 3. NON-COLLUSION STATEMENT

- A. This proposal, bid or contract is made without any connection or common interest in the profits with any other person other than the Vendor except as listed on a separate attached sheet to this affidavit.

Check One:

☐ Others Interested in Contract

☒ None

- B. No department director or any employee or any officer of the Village of Tinley Park has any financial interest, directly or indirectly, in the award of this contract except as listed on a separate attached sheet to this affidavit.
- C. That the Vendor is not barred from bidding on any contract, if bidding process was used) as a result of violation of 720 ILCS 5/33E-3 and 5/33E-4 (Bid Rigging or Bid Rotating).

SECTION 4. DRUG FREE WORKPLACE AND DELINQUENT ILLINOIS TAXES STATEMENT

The undersigned states under oath that the Vendor is in full compliance with the Illinois Drug Free Workplace Act, 30 ILCS 580/1. The undersigned also states under oath and certifies that the Vendor is not delinquent in payment of any tax administered by the Illinois Department of Revenue except that the taxes for which liability for the taxes or the amount of the taxes are being contested, in accordance with the procedures established by the appropriate Revenue Act; or that the Vendor has entered into an agreement(s) with the Illinois Department of Revenue for the payment of all taxes due and is in compliance with the agreement.

SECTION 5. PREVAILING WAGE REQUIREMENTS

The 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.

SECTION 6. 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. 2009-O-002.

SECTION 7. TAX COMPLIANCE

The undersigned on behalf of the entity making the foregoing proposal certifies that neither the undersigned nor the entity is barred from contracting with the Village of Tinley Park because of any delinquency in the payment of any tax administered by the State of Illinois, Department of Revenue, unless the undersigned or the entity is contesting, in accordance with the procedures established by the appropriate revenue act, liability of the tax or the amount of tax.

The undersigned or the entity making the proposal or bid understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and in addition, voids the contract and allows the municipality to recover all amounts paid to the individual or entity under the contract in a civil action.

SECTION 8. NON DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

The EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.

In the event of the contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights (hereinafter referred to as the Department) the contractor may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

During the performance of this contract, the contractor agrees:

- A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- B. That, if it hires additional employees in order to perform this contract, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulation for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- C. That in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contract. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Acts and Rules and Regulations, the contractor will promptly so notify the Department and the contracting agency will recruit employees from the sources when necessary to fulfill its obligations thereunder.
- E. CONTRACTOR certified that it is presently in compliance with all of the terms, conditions and provisions of Section 5/2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105), together with all rules and regulations promulgated and adopted pursuant thereto.
- F. That it will submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contracts.

- G. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contracts.
- H. That it will include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event of any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

For the purposes of subsection G of Section 10, "Subcontract" mean any agreement, arrangement or understanding, written or otherwise, between a public contractor and any person under which any portion of the public contractor's obligation under one or more public contracts is performed, undertaken or assumed; the term "subcontract," however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a bank or other financial institution and its customers.

It is expressly understood that the foregoing statements and representations and promises are made as a condition to the right of the bidder to receive payment under any award made under the terms and provisions of this bid.

Have written sexual harassment policies that shall include, 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) the vendor's internal compliant process including penalties; (v) the legal recourse, investigative and complaint process available through the Department and the Commission; (vi) directions on how to contact the Department and Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of this Act. A copy of the policies shall be provided to the Department upon request.

SECTION 9. FELONY

Contractor certifies that it has not been barred from being awarded a contract under Section 1400.5015 of the Treasurer's Procurement Rules (44 Ill. Adm. Code 1400.5015).

SECTION 10. THE AMERICANS WITH DISABILITIES ACT

As a condition of receiving this contract, the undersigned vendor certified that services, programs and activities provided under this contract are and will continue to be in compliance with the Illinois Accessibility Code.

SECTION 11. FAMILIARITY WITH LAWS STATEMENT

The undersigned, being duly sworn, hereby states that the Vendor and its employees are familiar with and will comply with all Federal, State and local laws applicable to the project, which may include, but not limited to, the requirements as listed.

VENDOR Impirium Group, Inc.

Abder Ghouleh

Signature

Abder Ghouleh

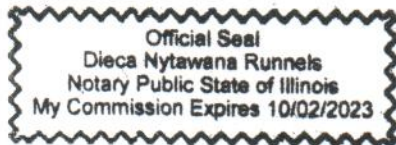
Printed Name

Project Director

Title:

SUBSCRIBED and SWORN to before me this 4th day of May, 2023

Dieca Nytawana Runnels



My Commission Expires: 10/02/2023

NOTE: To be completed ONLY by selected VENDOR

CERTIFICATIONS BY CONTRACTOR

Eligibility to Contract

The undersigned hereby certifies that the Contractor is not barred from bidding on or entering into this contractor 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.

Impirium Group Inc.
Name of Contractor (please print)


Abder Ghouleh
Submitted by (signature)

Project Director
Title

Certificate of Compliance with Illinois Human Rights Act

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

Impirium Group Inc.
Name of Contractor (please print)



Submitted by (signature)

Project Director
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.

Impirium Group Inc.
Name of Contractor (please print)



Submitted by (signature)

Project Director
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.

Impirium Group Inc.
Name of Contractor (please print)


Submitted by (signature)

Project Director
Title

Certificate of Compliance with Illinois Prevailing Wage Act

The undersigned hereby certifies that the Contractor will comply with the Illinois Prevailing Wage Act, as follows: 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.

Impirium Group Inc.
Name of Contractor (please print)

Abder Ghoulch
Submitted by (signature)

Project Director
Title

Written Program that is in Compliance with the Substance Abuse Prevention on Public Works Project Act

CONTRACTOR'S CERTIFICATION
(PUBLIC WORKS PROJECT SUBJECT TO THE PREVAILING WAGE ACT)

Abder Ghoulch, having been first duly sworn deposes and states as follows: (Officer or Owner of Company)

Impirium Group Inc, having submitted a proposal for: 2023-RFP-006
(Name of Company)

Hereby certifies that the undersigned Contractor:

4A. has in place a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), and has provided a written copy thereof to the Village.

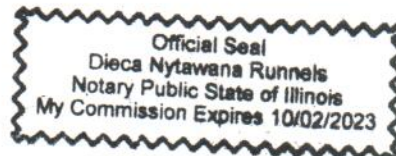
~~4B. has in place a collective bargaining agreement which deals with the subject matter of the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635).~~

(Cross out either 4A or 4B, depending upon which certification is correct.)

By: Abder Ghoulch
(Officer or Owner of Company named above)

Subscribed and sworn to before
me this 4th day of

May, 2023
Dieca Nytawana Runnels
Notary Public



IMPIRIUM GROUP, INC.

BY: Abder Ghoulch

5/4/2023
Date

Printed Name: Abder Ghoulch

Title: Project Director

VILLAGE OF TINLEY PARK

BY: _____
Michael Glotz, Mayor
(required if Contract is \$10,000 or more) _____
Date

ATTEST:

Village Clerk
(required if Contract is \$10,000 or more) _____
Date

VILLAGE OF TINLEY PARK

BY: _____
Village Manager _____
Date

Attachment "A"

Anchor bolts and templates	
6' Sidearm with Collar Mount @ the 90' elevation	
Pipe Mount (up to 6' Dish) with Collar Mount @ the 70' elevation	
3' Sidearm with Collar Mount @ the 60' elevation	
TIA standard grounding kit (each)	
8' x 5/8" lightning rod copper clad and stiffener (each)	
S.E. Certified Profile Drawings	
S.E. Certified Foundation Design	
Final Erection Drawings	

The monopole will be designed to support the following equipment:

	ANTENNA MODEL NUMBER (QTY)	RADOME		ELEVATION C.O.R.	TX. LINE SIZE & TYPE	FREQUENCY	AZIMUTH TO NORTH	ANTENNA MOUNT	MOUNT PROVIDED	
		YES	NO						YES	NO
1	(1) DB224		X	110' @ Base	(1) LMR	N/A	Unknown	One (1) 6' Sidearm with Collar Mount		X
2	(1) DB224		X	90' @ Base	(1) LMR	N/A	Unknown	One (1) 6' Sidearm with Collar Mount		X
3	(1) DB224		X	70' @ Base	(1) LMR-	N/A	Unknown	One (1) 6' Sidearm with Collar Mount		X
4	(1) 3' Solid Dish w/ Radome	X		70'	(1) CAT 6	11 GHz	76°	One (1) Pipe Mount (up to 6' Dish) with Collar Mount		X
5	(1) DB404		X	60' @ Base	(1) LMR-	N/A	Unknown	One (1) 3' Sidearm with Collar Mount		X





Interoffice Memo

Date: May 9, 2023

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

From: Danny Quinn, Head Mechanic

Subject: Fleet Vehicle Purchase List Approval

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

Description: Approve the Public Works Fleet Vehicle Purchase List that includes various vehicles with a purchase amount exceeding \$20,000 for each vehicle as listed below.

Background: Requesting purchase approval for the following vehicles that were previously pre-approved via FY 2024 budget:

<u>Vehicle/Equipment</u>	<u>Estimated Cost</u>	<u>Quantity</u>
PW Back Hoe	\$190,000	1
PW Street Sweeper	\$370,600	1
PW Pickup Truck*	\$49,000	1
PW Van*	\$66,600	1
PW Van/Pickup Truck*	\$70,000	1
PW Light Tower	\$20,000	1
Police Explorer Interceptor	\$70,000	6
Police SUV (Sergeant)	\$60,000	1
Police SUV (tact)*	\$45,000	4
Police Message Boards	\$19,000	3
EMA Small SUV*	\$37,500	2
EMA Light Tower	\$16,000	1
Building Small SUV*	\$35,000	1
TOTAL	\$1,571,700	

* Denotes vehicles planned to be acquired via Enterprise.

All vehicles will be purchased through our standing cooperative purchasing agreements (Suburban Purchase Cooperative, Southwest Conference, Northwest Conference, National Joint Powers Alliance, Sourcewell, Illinois Procurement Bulletin, and Enterprise Lease Program).

Budget / Finance: Funding is budgeted and available in the approved FY2024 Budget; Capital Fund.

Budget Available	\$1,571,700
Contract Amount (Approximate)	\$1,571,700
Difference – UNDER BUDGET (Approximate)	\$0

Staff Direction Request:

1. Approve the Public Works Fleet Vehicle Purchase List as estimated in the following amount of \$1,571,700.
2. Direct staff as necessary.





Interoffice Memo

Date: May 10, 2023
To: Pat Carr, Village Manager
From: John Urbanski, Public Works Director
Subject: Village Hall Construction Manager – Professional Services Agreement

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

Description:

Due to the age of the Village Hall Facility, the need for renovations and expansion of staff in multiple departments requiring private offices, staff have been requested to update the facility. The initial review of needs for renovation includes, updating finishes, replacing casework and fixtures in the kitchen, relocating supervisory cubicle areas into offices, revising the central part height wall areas into a more useful arrangement, updating the conference room with smart technology and cabinet storage, along with any associated mechanical, electrical, and plumbing (MEP) modifications. Scope will also include new wall coverings or paint, reconfiguration of the layouts, and casework replacement. To keep within the available budget, it is our intent to leave as much existing as possible. The focus of design is to bring in a “fresh feel,” along with improving operations.

With this sizable scope, staff requests an Architectural Design and Construction Management Agreement be approved. It is recommended that with past and current services rendered to the Village, all with positive results, the firm that best represented our collective needs, able to offer architecture and construction management services, and recommend a fiscally sound solution would be with R.C. Wegman.

The recommendation of design-build services for renovating the Village Hall will be approached in phases. The initial scope as included in the proposal from R.C. Wegman includes professional services to complete design, budgeting, engineering, documentation, and bidding for the project. R.C. Wegman will be partnering with FGM Architects for the design of Renovations that have been budgeted in this FY and once design meetings commence, construction scope will be generated based on the budgeted available funds of \$500,000.

The Design Phase includes all professional services in connection with Architectural Design and Construction Document Services as described in Paragraph 2.0 of the proposal, for a lump sum of \$39,830.

Construction Manager Preconstruction Services - \$15,000.

Staff Direction Request:

1. Approve recommended Professional Service Contract with R.C. Wegman for the A/E & Construction Management Services at a cost of \$54,830.
2. Direct staff as necessary.



Interoffice Memo

Date: May 2, 2023

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

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

Subject: General Design and Construction Engineering Services – Robinson Engineering, Ltd.

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

Description: Robinson Engineering, Ltd. provides the Village various Engineering services. The previous Professional Services Agreement with REL has expired and an update is required. REL has provided great engineering design and construction engineering services and continually exceeds expectations. The agreement includes annual rate terms through 4/30/2024 and the subsequent two years fee schedules will increase by 0%-5%.

Staff Direction Request:

1. Approve the Professional Engineering Services Agreement for General Design and Construction Engineering Services between the Village and Robinson Engineering, Ltd.
2. Direct Staff as necessary.

Attachments:

1. Robinson Engineering, Ltd Professional Service Agreement.

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into this 1st day of May, 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 for the entirety of 2023. In the subsequent two years, the fee schedule will be increased by 0%-5% each year subject to negotiations between the Village and the Consultant.

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 Lalo
Its: Director of Operations

DATE: 4/27/23

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 Lalo

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 Lalo

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

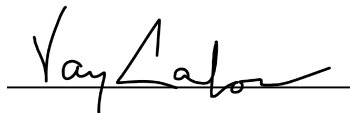
Certificate Regarding Sexual Harassment Policy

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 for General Design and Construction Engineering Services.

EXHIBIT B

Fee Schedule

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%

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)

12/22/2022

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

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

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

COVERAGES**CERTIFICATE NUMBER:** 1724481703**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
B	GENERAL LIABILITY <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	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 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
C	AUTOMOBILE LIABILITY <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	1/1/2023	1/1/2024	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"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			CMB0000004888BU	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	Y	WC0000004886BU	1/1/2023	1/1/2024	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <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
B A B	Professional/Pollution Liability Cyber Liability Drone Liability			MPA0000004887BU LHC-H475039-01 MPA0000004887BU	1/1/2023 1/1/2023 1/1/2023	1/1/2024 1/1/2024 1/1/2024	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**CANCELLATION**

Village of Tinley Park
16250 S. 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

© 1988-2010 ACORD CORPORATION. All rights reserved.



Interoffice Memo

Date: May 9, 2023

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

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

Subject: 175th Street Design and Construction Services – Robinson Engineering, Ltd.

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

Description: Robinson Engineering, Ltd. has provided the Village a recent proposal and signed Professional Services Agreement for Design and Construction Engineering in coordination with Cook County's 175th Street Reconstruction project. Robinson Engineering (REL) previously provided the Village a proposal for Design Engineering Services and over the past years, the letting has been delayed due to the need for acquiring funding, design preparation, land acquisition, intergovernmental agreements, etc. Cook County has now notified the Village that bidding for the project will be scheduled this summer.

The requested approval is for the required Design Engineering to update previous plans for the Oak Ridge Subdivision improvements on Ridgeland and Oak Forest Avenue which entails subdivision watermain connections to the proposed new watermain; as well as grade modifications for the entrances along Ridgeland Avenue and Oak Forest Avenue.

The Construction Engineering services entail attendance at monthly status meetings with the County, coordination with the Village, submittal reviews and on-site observation during construction for the infrastructure tied to Village Funding during FY24.

The combination of these services for FY24 are anticipated to not exceed \$88,250 and will require a follow-up extension of the agreement in FY25, once the project is underway.

Staff Direction Request:

1. Approve the Professional Services Agreement for Design and Construction Engineering Services for 175th Street Project by Robinson Engineering, Ltd. In the amount not to exceed \$88,250.
2. Direct Staff as necessary.

Attachments:

1. Robinson Engineering, Ltd Professional Service Agreement.

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: Yay Labor

Its: Director of Operations

DATE: 5/10/23

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)

Yay 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)

Yay 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)

Van Calombaris

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)

Van Calombaris

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 175th Street/Ridgeland Ave/Oak Forest Improvements – Re-Design and Construction Engineering Services dated 5/10/23.

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).

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

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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	GENERAL LIABILITY <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	MPA000004887BU	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 - COM/POP AGG \$ 2,000,000 EDP \$ 1,035,000
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED 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"/> UMBRELLA LIAB <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	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY 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			MKLV7PL0005084 LHC-H475039-01 MPA000004887BU	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

CANCELLATION

Village of Tinley Park 16250 S. 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
--	---

5/10/23

Project 16-R0402.04

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
175th Street/Ridgeland Ave/Oak Forest Improvements – Re-Design and Construction Engineering Services

Dear Mr. Urbanski:

Robinson Engineering, Ltd. (REL) is pleased to present a proposal to perform professional engineering and surveying services associated with the improvements to 175th St., Ridgeland Ave., and Oak Forest Ave. 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 has entered into an Intergovernmental Agreement with Cook County to take jurisdiction of 175th St. from Oak Park Ave. to Ridgeland Ave. and of Ridgeland Ave. from 175th St. to Oak Forest Ave. upon completion of roadway and utility improvements in this area. While the County is paying for all of the roadway reconstruction costs, the Village is responsible for paying for certain necessary infrastructure improvements that are not necessarily tied to the actual reconstruction of the roadways.

These improvements include new street lighting, new water main, rehabilitated sanitary sewer and force main, and improvements to Freedom Pond. The approximate construction cost for these Village improvements is \$5,500,000. Although the County will provide Construction Engineering services as part of the overall project, the Village would like to ensure that these improvements have the proper oversight and thus, would like to have REL provide periodic construction observation of said improvements.

Furthermore, since the time that our firm completed its plans for the Ridgeland Ave. improvements, the Village approved plans for the Oak Ridge Subdivision. Because the improvements to the Oak Ridge Subdivision are being constructed before the Ridgeland Ave. improvements are even initiated, the Oak Ridge plans call for an "interim" condition with their entrance on to Oak Forest Ave. and their northern-most entrance on to Ridgeland Ave. These interim conditions show the proposed entrances meeting the existing Ridgeland pavement. To coordinate the grading with the future County plans, our office will need to revise our already approved plans. We will also need to revise our plans to indicate proposed connections from the existing watermain along Ridgeland to the new main.

2. SCOPE OF SERVICES

A. Design Engineering

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

- Re-design the County improvement plans for 175th St./Ridgeland Ave./Oak Forest Ave. to account for the Oak Ridge Subdivision entrances onto Ridgeland Ave. and Oak Forest Ave.
- Re-design the County improvement plans for 175th St./Ridgeland Ave./Oak Forest Ave. to account for the proposed connections from the existing watermain along Ridgeland Ave. to the newly proposed main.

B. Construction Engineering

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

- Attendance at monthly project status meetings with County.
- Coordination with the Village.
- Submittal review as necessary and only as directed by the Village.
- Responses to contractor inquiries as necessary and only as directed by the Village.
- Make visits to the Site at intervals appropriate to the various stages of the Work, as Engineer deems necessary, to observe as an experienced and qualified design professional, the progress of Contractor's executed Work. Such visits and observations by Engineer, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work. Engineer will make a report of Engineer's visit, summarizing Engineer's general observations and any significant findings.

3. PAYMENT TERMS

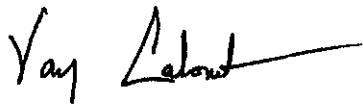
REL proposes to perform the services described above in A. of the Scope of Services for the lump sum amount of \$13,250. REL proposes to perform the services as described above in B. on an hourly basis with a not to exceed figure of \$75,000 for the Village's current fiscal year (through April 30, 2024). A subsequent agreement will be necessary for the continuous of Construction Engineering services for the duration of the project for the Village's next fiscal year.

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 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.

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.

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. If the project resumes after being suspended 30 days or more, the contract fee may be re-negotiated to reflect costs of delay, start-up, and other costs.

Client shall remain liable for and shall promptly pay REL and (if applicable) REL's independent professional associates or consultants for all services rendered to the date of such suspension/termination of services plus suspension/termination charges incurred by REL or REL's independent professional associates or consultants. Suspension/termination charges may include, but not be limited to, salaries, overhead, and fee, incurred by REL or REL's independent professional associates or consultants either before or after the termination date.

OPINION OF PROBABLE COSTS – REL's opinions of probable Construction Cost (if any) are to be made on the basis of REL's experience, qualifications, and general familiarity with the construction industry. However, because 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 will not vary from opinions of probable Construction Cost prepared by REL. If Client requires greater assurance as to probable Construction Cost, then Client agrees to obtain an independent cost estimate.

REUSE OF PROJECT DOCUMENTS – All Documents are instruments of service, and REL owns the Documents, including all associated copyrights and the right of reuse at the discretion of REL. REL shall continue to own the Documents and all associated rights whether or not the Specific Project is completed. Client may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Specific Project. REL grants Client a limited license to use the Documents on the Specific Project, extensions of the Specific Project, and for related uses of the Client, subject to receipt by REL of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations:

- Client acknowledges that such Documents are not intended or represented to be suitable for use on the Specific Project unless completed by REL, or for use or reuse by Client or others on extensions of the Specific Project, on any other project, or for any other use or purpose, without written verification or adaptation by REL;
- Any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by REL, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to REL or to its officers, directors, members, partners, agents, employees, and REL's independent professional associates or consultants;
- Client shall indemnify and hold harmless REL and its officers, directors, members, partners, agents, employees, and REL's independent professional associates or consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by REL; and
- Such limited license to Client shall not create any rights in third parties.

RELATIONSHIP WITH CONTRACTORS – REL shall not at any time supervise, direct, control, or have authority over any contractor's work, nor will REL have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a contractor to comply with Laws and Regulations applicable to that Contractor's furnishing and performing of its work. REL shall not be responsible for the acts or omissions of any contractor. REL shall have no authority to stop the work of any contractor on the Project.

LIMITATION OF LIABILITY – To the fullest extent permitted by law, the total liability, in the aggregate, of REL and its officers, directors, members, partners, agents, employees, or REL's independent professional associates and consultants, to Client, and anyone claiming through or under Client, for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way relating to this Project or Contract, from any cause or causes, including but not limited to tort (including negligence and professional errors and omissions), strict liability, breach of contract, or breach of warranty, shall be limited to (1) responsibility for payment of all or the applicable portion of any deductibles, either directly to REL's insurers or in settlement or satisfaction, in whole or in part, of Client's Claims, and (2) total available insurance proceeds paid on behalf of or to REL by REL's insurers in settlement or satisfaction of

Client's Claims under the terms and conditions of REL's applicable insurance policies up to the amount of insurance required under this Agreement.

Such limitation will not be reduced, increased, or adjusted on account of legal fees paid, or costs and expenses of investigation, claims adjustment, defense, or appeal. If no such insurance coverage is provided with respect to Client's Claims, then the total liability, in the aggregate, of REL and REL's officers, directors, members, partners, agents, employees, or REL's independent professional associates and consultants, to Client and anyone claiming by, through, or under Client, for any and all such uninsured Client's Claims will not exceed \$50,000.

The Client may negotiate a higher limitation of liability for an additional fee, which is necessary to compensate for the greater risk assumed by REL.

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.

INDEMNIFICATION – To the fullest extent permitted by Laws and Regulations, REL shall indemnify and hold harmless Client, and Client's officers, directors, members, partners, agents, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to a Specific Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of REL or REL's officers, directors, members, partners, agents, employees, or REL's independent professional associates and consultants. The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated. To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, will not exceed the percentage share that the party's negligence bears to the total negligence of Client, REL, and all other negligent entities and individuals. This indemnification provision is subject to and limited by the provisions included above in "Limitation of Liability."

MUTUAL WAIVER – To the fullest extent permitted by Laws and Regulations, Client and REL waive against each other, and the other's officers, directors, members, partners, agents, employees, or other independent professional associates 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 this Agreement from any cause or causes. Such excluded damages include but are not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and cost of capital.

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.

DIGITAL TRANSMISSIONS – The parties agree that each may rely, without investigation, upon the genuineness and authenticity of any document, including any signature or purported signature, transmitted digitally, without reviewing or requiring receipt of the original document. Each document or signature so transmitted shall be deemed an enforceable original. Upon request, the transmitting party agrees to provide the receiving party with the original document transmitted digitally; however, the parties agree that the failure of either party to comply with such a request shall in no way affect the genuineness, authenticity, or enforceability of the document. Each party waives and relinquishes as a defense to the formation or enforceability of any contract between the parties, or provision thereof the fact that a digital transmission was used.

COMPLIANCE WITH FREEDOM OF INFORMATION AND OPEN MEETING ACTS - REL and (if applicable) REL's independent professional associates or consultants may be required to produce documents and emails as part of the Freedom of Information Act and Open Meetings Act (Illinois Public Act 96-0542), or from a court ordered subpoena. Requests of this nature are beyond the control of REL and are specifically not included in this contract. REL will notify the Client of any request received on behalf of this contract and will invoice the Client for time and materials at the published rates in effect at the time of the request.

TERMS OF PAYMENT – As it applies to county, township, municipality, municipal corporation, school district, school board, forest preserve district, park district, fire protection district, sanitary district and all other local governmental units, the Illinois Prompt Payment Act (30 ILCS 540 et seq) shall apply. For Clients not covered by the Illinois Prompt Payment Act (30 ILCS 540 et seq), Client recognizes that late payment of invoices results in extra expenses for REL and (if applicable) REL's independent professional associates or consultants. As such, REL and (if applicable) REL's independent professional associates or consultants retains the right to assess Client interest at a rate of one percent (1%) per month, but not to exceed the maximum rate provided for by law, on invoices which are not paid within thirty (30) days from the date of the invoice. Also, Client agrees to pay reasonable attorney and collection fees incurred by REL in the collection of Client's past due amounts. In the event undisputed portions of REL's invoices are not paid when due, REL reserves the right to suspend the performance of its services under this Agreement until all past due amounts including services, expenses, assessed charges, reasonable attorney and collection fees, have been paid in full. Client waives any and all claims against REL for any such suspension.

Client's Initial: _____ Date: _____

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

Date: May 9, 2023

To: John Urbanski, Public Works Director

From: Joe Fitzpatrick, Water & Sewer Superintendent

Subject: Post 13 (7408 ½ Ridgefield Ln) Improvements Design & Construction Engineering

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

Description: The Village is seeking professional engineering services for Post 13 lift station improvements. Scope of services include, but not limited to, topographic survey, utility coordination, engineering design, preparation of plans and specifications, permitting, assistance with bidding and construction engineering services.

Background: Post 13 sanitary sewer lift station has experienced multiple failures with pumps, electrical components, and back-up generator. The controls and generator are below grade with a fiberglass cover that is also beginning to deteriorate. The improvements will include replacing the electrical panel, control panel, generator, pumps, and the housing. The new control building, pumps, and other components will match the lift stations we have replaced previously to keep all stations uniform throughout the Village. The improvements will also bring all controls and components to ground level and eliminate the potential for falls when climbing in and out of the station when performing work.

Engineering Firm:
Christopher Burke Eng.

Location:
Rosemont, IL

Proposal:
\$80,986

Budget/ Finance: Funding in the amount of \$80,986 is available for use in the approved FY2024 Capital Improvement Budget.

Staff Direction Request: Approve a professional services contract with Christopher B. Burke Engineering, LTD. in the amount of \$80,986.

Attachments:

1. Proposal for Post 13 Improvements Design and Construction Engineering Services.

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into this 16th day of May, 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

CHRISTOPHER B. BURKE ENGINEERING, LTD.

By: _____

Village Manager

By: _____

TITLE: President – Mike Kerr, PE

DATE: _____

DATE: 03/17/23

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.

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 design and construction engineering services related to the improvements at Post 13 Sanitary Sewer Lift Station as further described in the Post 13 Lift Station Improvements Professional Engineering Services Proposal dated May 5, 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)

03/17/2023

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).

PRODUCER Donne Insurance Group, Inc 7777 W. 159th Street Suite B Tinley Park IL 60477	CONTACT NAME: Gail Pope PHONE (A/C, No, Ext): (708) 429-3100 E-MAIL ADDRESS: Gail.Pope@DonneInsurance.com FAX (A/C, No): (708) 429-3105																					
INSURED 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 & 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:		
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:																						

COVERAGES**CERTIFICATE NUMBER:** 2022-2023**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <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	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	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	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"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	CUP2C769665	10/15/2022	10/15/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	Y	UB-7J091851-22-47-G	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:179th Street Water Main Replacement - Professional Engineering Services Proposal Design and Construction Engineering - Additional Insured:Village of Tinley Park- General liability policy includes blanket additional insured status, primary and non-contributory coverage and waiver of subrogation. Workers compensation policy includes waiver of subrogation. 30 day notice of cancellation. Umbrella follows form.

CERTIFICATE HOLDER**CANCELLATION**

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

© 1988-2015 ACORD CORPORATION. All rights reserved.



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).

PRODUCER Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com
INSURED Christopher B. Burke Engineering, Ltd. 9575 W. Higgins Road Suite 600 Rosemont, IL 60018	INSURER(S) AFFORDING COVERAGE INSURER A: Lexington Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 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
	COMMERCIAL GENERAL LIABILITY <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 \$ \$
	AUTOMOBILE LIABILITY <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) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY 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				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	PROFESSIONAL LIABILITY			031565474	06/01/2022	06/01/2023	EACH CLAIM \$2,000,000 AGGREGATE \$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

© 1988-2016 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

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.

[illegible]

- 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.

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

PROVISIONS

A. BROAD FORM NAMED INSURED

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

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

B. BLANKET ADDITIONAL INSURED

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

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

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

C. EMPLOYEE HIRED AUTO

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

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

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

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

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

COMMERCIAL AUTO

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

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

D. EMPLOYEES AS INSURED

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

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

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

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

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

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

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

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

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

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

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

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

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

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

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

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

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

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

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

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

G. WAIVER OF DEDUCTIBLE – GLASS

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

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

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

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

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

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

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

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

J. PERSONAL PROPERTY

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

Personal Property

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

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

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

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

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

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

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

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

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

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

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

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

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

M. BLANKET WAIVER OF SUBROGATION

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

5. Transfer Of Rights Of Recovery Against Others To Us

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

COMMERCIAL AUTO

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

N. UNINTENTIONAL ERRORS OR OMISSIONS

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

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



CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

April 7, 2023

Revised May 5, 2023

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

Attention: Mr. Joe Fitzpatrick
Water Superintendent

Subject: Proposal for Professional Engineering Services
Post 13 Lift Station Improvements
Village of Tinley Park

Dear Mr. Fitzpatrick:

As requested, Christopher B. Burke Engineering, Ltd. (CBBEL) is submitting this proposal for professional engineering services related to design and construction engineering for improvements to the Post 13 Lift Station located at 7408 Ridgefield Lane. Below is our Understanding of the Assignment, Schedule, Scope of Services and Estimate of Fee.

UNDERSTANDING OF THE ASSIGNMENT

CBBEL understands that the Village desires preparation of design drawings and specifications for public bid for the Post 13 Lift Station Improvements. Proposed improvements include:

- Demolition of existing below grade fiberglass control building, including pump control panel, SCADA system, variable frequency drives, power distribution panels, diesel engine standby generator, automatic transfer switch, and ancillary control building accessories
- Proposed prefabricated control building (match Post 4 Lift Station and Post 5 Lift Station, including pump control panel, SCADA system, variable frequency drives with across-the-line bypass motor starters, power distribution panels, diesel engine standby generator, automatic transfer switch, and ancillary control building accessories
- Install cast-in-place control building concrete foundation
- Remove and replace submersible-type wastewater pumps, base elbow, and guide rails (CBBEL shall verify proposed pumps may be removed through existing aluminum access hatch unhindered)
- Remove and replace discharge piping, fittings, and valves as necessary
- Reuse existing wet well
- Proposed pump cable junction box
- Proposed power and control cable and conduit

- Remove and replace level management system
- Relocation of ComEd electric service
- Temporary bypass pumping
- Restoration of landscaping and pavement

The scope of this proposal includes topographic survey, utility coordination, engineering design, preparation of plans, specifications and cost estimate, permitting, assistance with bidding and construction engineering services.

Drawings will be prepared using topographic survey, aerials, Village GIS information and existing design drawings. The specifications will be prepared using Village preferred format and will include scope of work, bid requirements, special provisions, proposal forms and sample contract documents.

This proposal assumes that no easements will be required to construct the project.

This proposal assumes that no public involvement will be required during the design of this project, therefore preparation and participation efforts for public involvement have been excluded.

SCHEDULE

Based on our understanding that the Notice to Proceed will be issued in May 2023, engineering design and permitting will be completed in July 2023 with the intent that the project can be bid in July 2023 for construction completed in Summer 2023.

SCOPE OF SERVICES

DESIGN ENGINEERING

Task 1 – Data Collection and Review: CBBEL will review existing lift station in the presence of Village staff to determine existing site conditions. CBBEL will review existing submittals, wiring drawings, IEPA Construction and Operating Permit Application, and any additional information provided by the Village to prepare design drawings and specifications for public bid.

Task 2 – Topographic Survey: CBBEL will perform topographic survey of existing project site. The topographic survey will include design level JULIE utility search. The survey will include, but not be limited to the following:

- Conduct the necessary research at the Village of Tinley Park, Will County Recorder's Office, and with private and public utilities.
- Establish and/or verify control monumentation on the project site.
- Field GPS Campaign to establish Illinois State Plane Coordinates based on NAD83 (1997).
- Establish site benchmarks for construction purposes, tied to the NAVD '88 Vertical Datum. A level circuit will be run throughout the project, establishing benchmarks and assigning a vertical datum on the horizontal control points.
- Field Control Survey to locate existing monumentation, right-of-way and boundary evidence.

- Field Topographic Survey to locate and measure buildings, bridges, pavement, curbs, utilities, trees, parking, fences, walks, curb cuts and other pertinent site features as requested.
- Field Survey to determine utility structure rim and invert elevation, pipe sizes and material.
- Office Calculations and plotting of field data with one-foot contour intervals.
- Office Computations of existing right-of-way based on data collected in the field, existing plans and research.
- Drafting of an existing conditions survey suitable for design at a scale of 1"=10'.

CBBEL will coordinate with existing utilities by sending a location map of the project site to all known utility companies requesting their atlases or plans of their facilities within the project limits. CBBEL will add the received information to the existing conditions survey. CBBEL will then send preliminary drawings with potential utility conflicts identified and service needs, and will set up meetings to discuss necessary utility relocations or drawing modifications.

Task 3 – Preparation of Plans, Specifications, and Cost Estimate: CBBEL will prepare lift station improvement design drawings, specifications and cost estimate for public bid as described in the Understanding of the Assignment. The design drawings will include existing conditions and removal plan, site plan, lift station plan, lift station profile, control building plan, control building profile and cable and conduit plan. The detail drawings will include site general details, lift station details, control building details, structural details and electrical details. Detailed specifications, scope of work, and bid forms will be prepared based on Village preferred format. The design drawings and specifications will be submitted to the Village for review and approval.

CBBEL will respond to all design review comments by the Village with a written disposition to comments, revised design drawings and specifications.

Task 4 – IEPA Construction and Operating Permit Application: CBBEL will prepare and submit and IEPA Construction and Operating Permit Application for the improvements at Post 13 Lift Station. CBBEL will respond to all design review comments by IEPA with a written disposition to comments, revised design drawings and specifications. Application fees are not included in this task and shall be paid by the Village.

Task 5 - Assistance with Bidding: CBBEL will assist the Village with the bidding process by advertising the project for bid, attending a pre-bid meeting, responding to bidder's questions, and issuing addenda as required to respond to bidder's questions. CBBEL will attend the bid opening, review and tabulate bids received, and make recommendation to the Village for award of the project.

CONSTRUCTION ENGINEERING

Task 6 – Construction Engineering Services:

CBBEL will attend a preconstruction meeting with the Village and the awarded Contractor.

CBBEL will review Contractor's construction schedule and sequence(s); listing of materials and equipment submittals; general correspondence procedures; site access; staging areas required; traffic control; subcontractors; and submittals for payment. Shop drawing review procedures will be discussed during the preconstruction meeting and in particular, the Contractor will be advised that material and equipment is not to be installed prior to completion of the shop drawing review process.

Under this task CBBEL will provide a part-time Resident Engineer to perform construction engineering services. The Resident Engineer will perform the following duties:

- Log all Contractor data received and maintain a logbook of shop drawings and submissions to track the status of submittals.
- Review Contractor's submittals for compliance with the intent of the Contract Documents.
- Prepare shop drawing review correspondence providing Contractor with our review comments and if submittals comply with intent of Contract Documents.
- Notify the Village of deficiencies, deviations or substitutions. With the notification, provide the Village with an opinion for acceptance or denial, and request direction from the Village regarding the deviation or substitution.
- Advise the Village when disapprovals may be necessary due to failing to conform to the Contract Documents.
- Provide office support to the Resident Engineer related to interpretation of Contract Documents.
- Maintain office files of project correspondence.
- When present on site, observe the progress and quality of the executed work, and determine if the work is proceeding in accordance with the Contract Documents. The Resident Engineer will keep the Village informed of the progress of the work.
- Serve as the Village's liaison with the Contractor working principally through the Contractor's field superintendent.
- Attend construction conferences. Maintain and circulate copies of meeting notes.
- Provide clarification(s) related to the intent of the Contract Documents.
- Review the Contractor's schedule at construction conferences and compare actual progress of work to Contractor's proposed construction schedule.
- Review Contractor's procedure for maintaining record drawings and field changes which may occur during the course of work.
- Maintain orderly files for correspondence, reports of job conferences, shop drawings and other submissions, reproductions or original Contract Documents including all addenda, change order and additional drawings issued subsequent to the award of the contract.
- Record the names, addresses and phone numbers of all contractors, subcontractors, and major material suppliers in a field diary.
- For days in which the Resident Engineer is present on site, keep a daily report book, which shall contain a daily report and quantity of hours on the job site, weather conditions, list of visiting officials, daily activities, job decisions and observations as well as general and specific observations and job progress.
- Prior to final walk through, submit to the Contractor a list of observed items (punch list) requiring correction.
- Verify that punch list items have been addressed and corrections have been made.
- Coordinate and conduct the final walk through with the Village, prepare a final punch list (if required).
- Verify that all the items on the final punch list have been corrected and make recommendations to the Village concerning acceptance of the project.
- Except upon written instructions of the Village, the Resident Engineer shall not authorize any deviation from the Contract Documents.
- Determine if the project has been completed in accordance with the Contract Documents and that the Contractor has fulfilled all their obligations.

CBBEL shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work since these are solely the Contractor's responsibility under the contract for construction.

ESTIMATE OF FEE

TASK NO.	TASK DESCRIPTION	FEE
1	Data Collection and Review	\$5,170
2	Topographic Survey	\$5,856
3	Preparation of Plans, Specifications and Cost Estimate	\$36,480
4	IEPA Construction and Operating Permit Application	\$5,170
5	Assistance with Bidding	\$5,170
6	Construction Engineering Services	\$23,140
Total		\$80,986

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. We will not exceed the fee without written permission of the client.

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

DRK/pjb

Encl.: Village of Tinley Park Standard Charges

THIS PROPOSAL AND STANDARD CHARGES ACCEPTED FOR
VILLAGE OF TINLEY PARK:

BY: _____

TITLE: _____

DATE: _____

Village of Tinley Park
Effective 5/1/2023 through 4/30/2024

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
<u>Direct Costs</u>	
Outside Copies, Blueprints, Messenger, Delivery Services, Mileage	Cost + 12%

*Charges include overhead and profit



Interoffice Memo

Date: May 9, 2023

To: John Urbanski, Public Works Director

From: Joe Fitzpatrick, Water & Sewer Superintendent

Subject: 179th Street Water Main Replacement – Design & Construction Engineering

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

Description: The Village is seeking design and construction engineering services for water main replacement on 179th Street from Oak Park Avenue to 66th Court. Scope of services include, but not limited to, design layout, preparing bid documents, reviewing submittals, aiding with contract administration, and full-time construction observation services.

Background: Public Works has determined, using the water system model, water main break history, and institutional knowledge, the water main on 179th Street needs to be replaced. There will be approximately 1,200 linear feet of water main replaced on 179th Street between Oak Park Avenue and 66th Court.

<u>Engineering Firm:</u>	<u>Location:</u>	<u>Proposal:</u>
Christopher Burke Eng.	Rosemont, IL	\$99,802

Budget/ Finance: Funding in the amount of \$99,802 is available for use in the approved FY2024 Capital Improvement Budget.

Staff Direction Request: Approve a professional services contract with Christopher B. Burke Engineering, LTD. in the amount of \$99,802.

Attachments:

1. Proposal for 179th Street Water Main Replacement Design and Construction Engineering Services.

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into this 16th day of May, 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

CHRISTOPHER B. BURKE ENGINEERING, LTD.

By: _____

Village Manager

By: _____

TITLE: President – Mike Kerr, PE

DATE: _____

DATE: 03/17/23

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.

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 design and construction engineering services related to the construction of a new 8-inch water main on 179th Street between Oak Park Avenue and 66th Court as furthered described in the 179th Street Water Main Replacement Professional Engineering Services Proposal dated March 17, 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)

03/17/2023

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).

PRODUCER Donne Insurance Group, Inc 7777 W. 159th Street Suite B Tinley Park IL 60477	CONTACT NAME: Gail Pope PHONE (A/C, No, Ext): (708) 429-3100 E-MAIL ADDRESS: Gail.Pope@DonneInsurance.com FAX (A/C, No): (708) 429-3105																					
INSURED 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 & 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:		
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:																						

COVERAGES**CERTIFICATE NUMBER:** 2022-2023**REVISION NUMBER:**

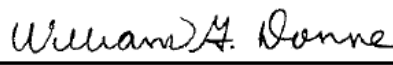
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <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	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	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	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"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	CUP2C769665	10/15/2022	10/15/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	Y	UB-7J091851-22-47-G	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:179th Street Water Main Replacement - Professional Engineering Services Proposal Design and Construction Engineering - Additional Insured:Village of Tinley Park- General liability policy includes blanket additional insured status, primary and non-contributory coverage and waiver of subrogation. Workers compensation policy includes waiver of subrogation. 30 day notice of cancellation. Umbrella follows form.

CERTIFICATE HOLDER**CANCELLATION**

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

© 1988-2015 ACORD CORPORATION. All rights reserved.



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).

PRODUCER Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com
INSURED Christopher B. Burke Engineering, Ltd. 9575 W. Higgins Road Suite 600 Rosemont, IL 60018	INSURER(S) AFFORDING COVERAGE INSURER A: Lexington Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 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
	COMMERCIAL GENERAL LIABILITY <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 \$ \$
	AUTOMOBILE LIABILITY <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) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY 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				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	PROFESSIONAL LIABILITY			031565474	06/01/2022	06/01/2023	EACH CLAIM \$2,000,000 AGGREGATE \$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

© 1988-2016 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

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.

[illegible]

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

PROVISIONS

A. BROAD FORM NAMED INSURED

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

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

B. BLANKET ADDITIONAL INSURED

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

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

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

C. EMPLOYEE HIRED AUTO

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

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

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

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

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

COMMERCIAL AUTO

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

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

D. EMPLOYEES AS INSURED

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

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

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

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

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

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

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

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

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

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

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

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

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

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

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

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

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

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

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

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

G. WAIVER OF DEDUCTIBLE – GLASS

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

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

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

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

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

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

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

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

J. PERSONAL PROPERTY

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

Personal Property

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

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

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

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

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

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

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

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

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

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

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

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

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

M. BLANKET WAIVER OF SUBROGATION

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

5. Transfer Of Rights Of Recovery Against Others To Us

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

COMMERCIAL AUTO

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

N. UNINTENTIONAL ERRORS OR OMISSIONS

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

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



CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

March 17, 2023

Revised May 5, 2023

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

Attention: Joe Fitzpatrick – Water & Sewer Superintendent

Subject: Professional Engineering Services Proposal
Design and Construction Engineering
179th Street Water Main Replacement
Tinley Park, Illinois

Dear Mr. Fitzpatrick:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to present this proposal for professional design and construction engineering services related to 179th Street Water Main Replacement in the Village of Tinley Park (Village). Included in this proposal is our Understanding of the Assignment, Schedule, Scope of Work and Estimate of Fee.

UNDERSTANDING OF THE ASSIGNMENT

We understand the scope of this proposal will include design and construction engineering services related to the construction of a new 8-inch water main on 179th Street between Oak Park Avenue and 66th Court. The total project length is estimated to be approximately 1,200 feet. We understand that this project will be entirely locally funded.

The new water main will replace the existing water main that has reached the end of its useful life. The project will also include new valve vaults, fire hydrants, water service connections and restoration. It is understood that the Village desires for the proposed water main to be located in the south parkway of 179th Street.

For the purposes of this proposal, CBBEL assumes that new water service boxes will be provided for all existing services, and new water services will be installed from the new water main to the new water service boxes near the existing roadway right-of-way. If encountered, existing lead services will be replaced on private property to the interior water meter or 18-inches inside the structure, whichever is less.

This proposal assumes that no easements will be required to construct the project.

The design effort to be completed under this agreement will utilize the topographic survey prepared by SPACECO, Inc. (as sub-consultant to CBBEL) completed under a separate contract.

The scope of this proposal includes geotechnical investigation and LPC 663 analysis, utility coordination, final engineering design, preparation of construction plans and specifications, preparation of an Engineer's Opinion of Probable Cost, permitting, bidding assistance, preconstruction activities, construction observation and project closeout.

SCHEDULE

Based on our understanding that Notice to Proceed will be issued in March 2023, engineering design and permitting will be completed in July 2023 with the intent that the project can be bid in July 2023 for construction in Fall 2023.

SCOPE OF WORK

DESIGN ENGINEERING

Task 1 – Utility Coordination: CBBEL will coordinate with JULIE to retrieve atlas information for all applicable underground utilities including water main, gas, electric, cable, etc. CBBEL will compile all Utility Atlas information into the base map. Locations of existing utilities/obstructions/systems shown on the base map are the compilation of available utility plans provided by utility owners and JULIE Utility Coordination. All utilities/obstructions/systems may not be shown.

Based on existing utility information obtained and drafted into the existing conditions base map, CBBEL will provide preliminary and final plans to the utility companies to verify their locations and confirm any potential conflicts. CBBEL will identify potential conflicts and coordinate any relocations if necessary.

Task 2 – Geotechnical Investigation and LPC-663 Analysis: CBBEL's subconsultant, Seeco Consultants (Seeco), will obtain two (2) soil borings to determine the existing cross-section of the pavements and subsurface soil conditions within the project area. Borings will be drilled to a depth of approximately ten (10) feet. Seeco will prepare a report describing existing soil conditions and make recommendations for remediation. The report will be prepared by a soils engineer and reviewed by CBBEL.

The soil will also be tested for potential contaminants. Seeco will perform investigation and testing work necessary to substantiate completion of IEPA Form LPC-663. This work will include collection/preservation of soil samples and conducting a search to identify any Potentially Impacted Properties (PIPs). Seeco will perform the requisite pH test and additional required testing to provide signed LPC-663 form to the Village for use during construction.

Task 3 – Pre-Final Plans, Specifications and Estimate (75%): CBBEL will prepare pre-final contract documents consisting of plans, specifications, estimate of time, status of utilities to be adjusted and an estimate of construction cost. The plans will be prepared in accordance with Village and IDOT design criteria.

CBBEL will use IDOT standard pay items or Village standard special provisions where applicable. Otherwise, project-specific special provisions will be written as needed. Plans, special provisions, and the estimate of cost will be submitted to the Village and any review agencies for review.

The following sheets and associated staff hours will be required:

Sheet	# of Sheets	Hours per Sheet	Hours
Title Sheet	1	2	2
General Notes/Summary of Quantities	1	4	4
Alignment, Ties and Benchmark Sheets (1"=50')	1	4	4
Typical Sections	1	6	6
Existing Conditions and Removals Plan (1"=20')	1	10	10
Utility Plan and Profile (1"=20')	2	20	40
Construction Details	3	4	12
Specifications	--	--	24
Cost Estimate/Quantities	--	--	30
TOTAL	10		132

Task 4 – IEPA Water Main Construction Permitting: CBBEL will prepare and submit an IEPA construction permit application for all water main improvements associated with the project. CBBEL will make revisions to plans and specifications based on comments received by IEPA. Permit application fees are not included in this task and shall be paid by the Village outside of this agreement.

Task 5 – Final Plans, Specifications and Estimate (100%): CBBEL will make revisions to the pre-final submittal based on Village and any review agency final review comments. The requested number of copies of plans and specifications will be submitted the Village and any review agencies for their files. A final estimate of cost and estimate of required working days will also be submitted. In addition to printed copies, we will provide the plans, specifications and estimate to the Village in electronic format (CAD and PDF).

Task 6 – Bidding Assistance: CBBEL will perform the following Bidding Assistance services:

- Advertisement – CBBEL will prepare the bid advertisement (to be published by Village), electronically distribute plans and specifications to all bidders, and hold a bid opening and pre-bid meeting (if required).
- Preparation of Addenda – CBBEL will field bidder questions and requests for clarification. Based on these questions and request, CBBEL will prepare addenda as necessary to respond to the questions presented. Addenda will be issued to the Village for distribution to the bidders.
- Bid Evaluation Assistance – CBBEL will attend the bid opening and evaluate the bids and bidders to determine if the bids were submitted in accordance with the contract documents and if the bidders are qualified to perform the work.
- Award Recommendation – Base upon the Bid Evaluation, CBBEL will provide a recommendation to the Village for award of the construction contracts including a spreadsheet tabulation of all bids received and opened.
- Contract Administration – CBBEL will assist the Village in preparation of contracts and execution of the contracts and review of contract-related documents provided by the successful bidder.

Task 7 – Project Coordination and Meetings: CBBEL will coordinate with the Village and project stakeholders throughout the design and permitting of the project. In addition to phone conversations and written and electronic coordination, it is anticipated that two (2) project coordination meetings will be held with Village Staff. CBBEL will prepare agendas, presentations and meeting exhibits as requested by the Village. Following attendance at each meeting, CBBEL will prepare meeting summaries.

This proposal assumes that no public involvement will be required during the final design of this project, so preparation for or participation in public involvement efforts undertaken by the Village has been excluded from this task.

CONSTRUCTION ENGINEERING

Task 1 – Pre-Construction Services: CBBEL staff will attend a pre-construction conference with the Contractor, Village, and other parties. CBBEL will prepare and circulate the meeting minutes. At the pre-construction conference, CBBEL will obtain from the Contractor a list of proposed suppliers and Subcontractors and will make recommendations to the Village regarding the suitability of the Subcontractors for the proposed work. CBBEL will review the construction schedule submitted by the Contractor for compliance with the contract. A job box will be set up to retain any necessary documents that will be required during construction. CBBEL will also assist the Village and Contractor to coordinate with utilities that need to be relocated to facilitate construction of the project.

Task 2 – Construction Observation: CBBEL will provide one full-time Resident Engineer for the project duration. This task assumes an effort of 45 hours per week for 6 weeks based on the planned scope of the project, with all work completed in Fall 2023. Construction observation for this work will include:

- Observe the progress and quality of the executed work and determine if the work is proceeding in accordance with the Contract Documents. The Engineer will keep the Village informed of the progress of the work, guard the Village against defects and deficiencies in the work, advise the Village of all observed deficiencies of the work, and will disapprove or reject all work failing to conform to the Contract Documents.
- Serve as the Village's liaison with the Contractor working principally through the Contractor's field superintendent.
- Check the Contractor's layout and verify the profile and alignment of the water main improvements.
- Be present whenever the Contractor is performing work on the project.
- Assist contractors in dealing with any outside agencies.
- Coordinate with the Water Department and the Contractor all testing of the water main.
- Coordinate the Quality Control (QC) and Quality Assurance (QA) requirements between the Contractor and Village's testing company.
- Review the Contractor's schedule on a weekly basis. Compare actual progress to Contractor's approved schedule. If the project falls behind schedule, work with the Contractor to determine the appropriate course of action to get back on schedule. Provide weekly updates to the Village regarding progress and upcoming work.

- Maintain orderly files for correspondence, reports of job conferences, shop drawings and other submissions, reproductions or original contract documents including all addenda, change order and additional drawings issued subsequent to the award of the contract.
- Record the names, addresses and phone numbers of all contractors, subcontractors and major material suppliers in the diary.
- Keep an inspector's daily report book as outlined in the IDOT Project Procedures Guide, which shall contain a daily report and quantity of hours on the job site, weather conditions, list of visiting officials, daily activities, job decisions and observations as well as general and specific observations and job progress.
- Prepare payment requisitions and change orders for the Village's approval, review applications for payment with the Contractor for compliance with established procedures for their submission and forward them with recommendations to the Village.
- Except upon written instructions of the Village, the Resident Engineer or Inspector shall not authorize any deviation from the Contract Documents.

Task 3 – Project Meetings: The Resident Engineer will attend all construction conferences. CBBEL will arrange a schedule of progress meetings and other job conferences as required. CBBEL will prepare, circulate, and maintain copies of meeting minutes.

Task 4 – Project Closeout: CBBEL Construction Staff will coordinate and conduct the final inspection with the Village and prepare a final punchlist. CBBEL will verify that all the items on the final punchlist have been corrected and make recommendations to the Village concerning acceptance. CBBEL will review the Contractor's "as-built" record drawings for accuracy, content, and acceptance.

Quality Control (QC) materials testing will be the responsibility of the Contractor. Quality Assurance (QA) materials testing, if required, is to be provided by a subconsultant with whom the Village contracts with separately.

Please note that for any of the observation tasks with CBBEL may be performing, the Contractor(s) shall be informed that neither the presence of CBBEL field staff nor the observation and testing (if any) by our firm or subconsultant of our firm shall excuse the Contractor in any way for defects discovered in the work. It should be understood that CBBEL will not be responsible for any job and site safety on this project; job and site safety shall be the sole responsibility of the Contractor(s). CBBEL does not have the right to stop work and will not advise nor supervise the Contractor(s) means and methods of their work.

ESTIMATE OF FEE

We have determined the following fees for each of the tasks described in this proposal.

Task	Fee
Design Engineering	
Task 1 – Utility Coordination	\$ 3,460
Task 2 – Geotechnical Investigation and LPC-662/663 Analysis	\$ 4,650
Task 3 – Pre-Final PS&E (75%)	\$ 11,276
Task 4 – IEPA Water Main Construction Permitting	\$ 1,092
Task 5 – Final Plans, Specifications and Estimate (100%)	\$ 6,192
Task 6 – Bidding Assistance	\$ 4,744
Task 7 – Project Coordination and Meetings	\$ 3,480
Direct Costs	\$ 250
Subtotal (Design Engineering)	\$ 35,144
Construction Engineering	
Task 1 – Pre-Construction Services	\$ 5,984
Task 2 – Construction Observation	\$ 50,490
Task 3 – Project Meetings	\$ 1,496
Task 4 – Project Closeout	\$ 4,488
Direct Costs	\$ 2,200
Subtotal (Construction Engineering)	\$ 64,658

TOTAL NOT-TO-EXCEED FEE: \$ 99,802

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. We will not exceed the fee without written permission of the client.

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 5/1/2023 through 4/30/2024

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

PUBLIC COMMENT

ADJOURNMENT