

MEETING NOTICE

NOTICE IS HEREBY GIVEN that the Regular Meeting of the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois will be held on Tuesday, March 21, 2023, beginning at 6:30 PM in the Council Chambers at the Village Hall of Tinley Park, 16250 South Oak Park Avenue, Tinley Park, Illinois.

6:30 PM CALL TO ORDER
 PLEDGE OF ALLEGIANCE
 ROLL CALL

ITEM #1

SUBJECT: CONSIDER APPROVAL OF AGENDA

ACTION: Discussion - **Consider approval of agenda as written or amended.**

COMMENTS: _____

ITEM #2

SUBJECT: CONSIDER APPROVAL OF MINUTES OF THE REGULAR
VILLAGE BOARD MEETING HELD ON MARCH 7, 2023.

ACTION: Discussion: **Consider approval of minutes as written or amended.**

COMMENTS: _____

ITEM #3

SUBJECT: RECEIVE PRESENTATIONS OF THE TINLEY PARK BUSINESS
SPOTLIGHT - TOGETHER WE COPE AND PORTER PLACE MEMORY
CARE - **President Glotz & Clerk O'Connor**

ACTION: Discussion: 1.) Together We Cope has been empowering South Suburban residents in 27 communities by supplying food, shelter, clothing, and referrals since 1982. We are pleased to welcome Executive Director Kathryn Straniero and Board President Frank Trombley of Together We Cope.

2.) Porter Place Memory Care is dedicated to optimizing the potential for cognitively-impaired individuals to find comfort, joy, and a connection with the world around them. The Village has been working in partnership with Porter Place to help make Tinley Park a Dementia Friendly Community. Please join us in welcoming Executive Director Colleen Kamin and Community Relations Director Kelley Tighe of Porter Place.

COMMENTS: _____

ITEM #4

SUBJECT: CONSIDER APPOINTMENT OF MELANIE HUDSON TO THE POSITION OF 911 DISPATCHER - **President Glotz**

ACTION: Discussion: Melanie has served as a Telecommunicator for eight (8) years where her responsibilities include dispatching police, fire and EMS units in both emergency and non-emergency situations. Melanie holds numerous training certificates including Public Safety Telecommunicator, Certified Emergency Medical Dispatcher, Illinois Department of Public Health Certified Dispatcher, LEADS, and LEADS HazMat certification. **Consider appointing Melanie Hudson to the position of 911 Dispatcher effective April 5, 2023.**

COMMENTS: _____

ITEM #5

SUBJECT: CONSIDER APPROVAL OF THE FOLLOWING CONSENT AGENDA ITEMS:

- A. CONSIDER ADOPTING RESOLUTION 2023-R-024 APPROVING THE PURCHASE OF MICROSOFT OFFICE 365 LICENSES FROM IT PARTNER, LLC IN THE AMOUNT OF \$96,720.
- B. CONSIDER ADOPTING RESOLUTION 2023-R-020 APPROVING THE PURCHASE OF A MAKO BREATHING AIR COMPRESSOR IN THE AMOUNT OF \$41,865.
- C. CONSIDER ADOPTING RESOLUTION 2023-R-022 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND ROBINSON ENGINEERING, LTD. FOR THE 94TH AVENUE ROADWAY IMPROVEMENTS IN THE AMOUNT OF \$24,000.
- D. CONSIDER ADOPTING RESOLUTION 2023-R-021 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND AQUAMIST PLUMBING AND SPRINKLING CO. FOR IRRIGATION MAINTENANCE IN THE AMOUNT OF \$37,304.
- E. CONSIDER ADOPTING RESOLUTION 2023-R-030 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND TRUGREEN LIMITED PARTNERSHIP FOR LAWN TREATMENTS IN THE AMOUNT OF \$41,107.

- F. CONSIDER ADOPTING RESOLUTION 2023-R-032 APPROVING AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE BOARD OF EDUCATION OF LINCOLN-WAY COMMUNITY HIGH SCHOOL DISTRICT 210 AND THE VILLAGE OF TINLEY PARK.
- G. CONSIDER REQUEST FROM THE GIGI'S PLAYHOUSE TINLEY PARK TO CONDUCT A RAFFLE FROM MONDAY, MAY 15 THROUGH FRIDAY, OCTOBER 27, 2023, WITH THE WINNER BEING DRAWN ON OCTOBER 27, 2023, AT TUSCANY FALLS BANQUETS, 9425 191 STREET, MOKENA, ILLINOIS.
- H. CONSIDER PAYMENT OF OUTSTANDING BILLS IN THE AMOUNT OF \$2,149,446.70 AS LISTED ON THE VENDOR BOARD APPROVAL REPORTS DATED FRIDAY, MARCH 10 AND 17, 2023.

ACTION: Discussion: **Consider approval of consent agenda items.**

COMMENTS: _____

ITEM #6

SUBJECT: CONSIDER ADOPTING ORDINANCE 2023-O-013 INCREASING THE NUMBER OF CLASS "P" LICENSES THAT CAN BE ISSUED IN THE VILLAGE OF TINLEY PARK (HAWAII FLUID ART - 17022 OAK PARK AVENUE, UNIT 104) - **President Glotz**

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

This item was discussed at the Committee of the Whole held prior to this meeting. **This Ordinance is eligible for adoption.**

COMMENTS: _____

ITEM #7

SUBJECT: CONSIDER ADOPTING RESOLUTION 2023-R-023 APPROVING THE OFFICIAL 2022 TINLEY PARK ZONING MAP - **Trustee Mueller**

ACTION: Discussion: Per the Illinois Municipal Code, municipalities must adopt an Official Zoning Map by March 31st of each year. No properties are being rezoned as part of the adoption of the Official Zoning Map, it is only reflecting changes and corrections completed during the previous year. The Plan Commission reviewed the draft 2022 Official Zoning Map on March 16, 2023, and voted 6-0 to recommend approval. **This Resolution is eligible for adoption.**

COMMENTS:

ITEM #8

SUBJECT: CONSIDER ADOPTING RESOLUTION 2023-R-029 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND AL WARREN OIL COMPANY, INC. FOR A BULK FUEL PURCHASE - **Trustee Mahoney**

ACTION: Discussion: Consider awarding a contract with Al Warren Oil Company, Inc. to participate in a fixed cost bulk fuel program for both gasoline and diesel fuel. This will grant the Village Manager the authority to finalize a contract subsequent to the approval locking pricing in for the current market. This item was discussed at the Committee of the Whole meeting held previous to this meeting. **This Resolution is eligible for adoption.**

COMMENTS:

ITEM #9

SUBJECT: CONSIDER ADOPTING RESOLUTION 2023-R-031 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND CITY ESCAPE GARDEN AND DESIGN, LLC FOR LANDSCAPE MAINTENANCE MOWING - **Trustee Mahoney**

ACTION: Discussion: Consider awarding a contract to City Escape Garden and Design, LLC at the estimated cost of \$255,704.59. This item was discussed at the Committee of the Whole meeting held previous to this meeting. **This Resolution is eligible for adoption.**

COMMENTS:

ITEM #10

SUBJECT: CONSIDER ADOPTING RESOLUTION 2023-R-025 APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND THE LAKOTA GROUP FOR HARMONY SQUARE INFRASTRUCTURE IMPROVEMENTS - **Trustee Mahoney**

ACTION: Discussion: This agreement with The Lakota Group is to provide professional design services for the development of Harmony Square. These improvements include site design and architectural services necessary to adequately support this development. This item was discussed at the Committee of the Whole meeting held previous to this meeting. **This Resolution is eligible for adoption.**

COMMENTS: _____

ITEM #11

SUBJECT: CONSIDER ADOPTING RESOLUTION 2023-R-026 APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND R.C. WEGMAN FOR HARMONY SQUARE INFRASTRUCTURE IMPROVEMENTS - **Trustee Mahoney**

ACTION: Discussion: This agreement with R.C. Wegman is to provide professional Owners Representative/Construction Management services for the development of Harmony Square. These services include project management as an owner's representative in coordination of the public, private partnership (P3) necessary to adequately support this development. This item was discussed at the Committee of the Whole meeting held previous to this meeting. **This Resolution is eligible for adoption.**

COMMENTS: _____

ITEM #12

SUBJECT: CONSIDER ADOPTING RESOLUTION 2023-R-027 APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND ROBINSON ENGINEERING, LTD. FOR HARMONY SQUARE INFRASTRUCTURE IMPROVEMENTS - **Trustee Mahoney**

ACTION: Discussion: This agreement with Robinson Engineering, Ltd. is to provide professional engineering survey and design services for the development of Harmony Square. These improvements include roadway, sanitary sewer, storm sewer, and watermain improvements necessary to adequately support this development. This item was discussed at the Committee of the Whole meeting held previous to this meeting. **This Resolution is eligible for adoption.**

COMMENTS: _____

ITEM #13

SUBJECT: CONSIDER ADOPTING RESOLUTION 2023-R-028 APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND CHRISTOPHER B. BURKE ENGINEERING LTD. FOR HARMONY SQUARE INFRASTRUCTURE IMPROVEMENTS - **Trustee Mahoney**

ACTION: Discussion: This agreement with Christopher B. Burke Engineering, Ltd. is to provide professional engineering and design services for the development of Harmony Square. These improvements include dry utility relocation project and site electrical necessary to adequately support this development. This item was discussed at the Committee of the Whole meeting held previous to this meeting. **This Resolution is eligible for adoption.**

COMMENTS: _____

ITEM #14

SUBJECT: RECEIVE COMMENTS FROM STAFF -

COMMENTS: _____

ITEM #15

SUBJECT: RECEIVE COMMENTS FROM THE BOARD -

COMMENTS: _____

ITEM #16

SUBJECT: RECEIVE COMMENTS FROM THE PUBLIC -

COMMENTS: _____

ITEM #17

SUBJECT: ADJOURN TO EXECUTIVE SESSION TO DISCUSS:

- A. THE PURCHASE OR LEASE OF REAL PROPERTY FOR THE USE OF THE PUBLIC BODY, INCLUDING MEETINGS HELD FOR THE PURPOSE OF DISCUSSING WHETHER A PARTICULAR PARCEL SHOULD BE ACQUIRED.

ADJOURNMENT

**MINUTES OF THE BOARD MEETING OF THE TRUSTEES,
VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES,
ILLINOIS, HELD MARCH 7, 2023**

The regular meeting of the Board of Trustees, Village of Tinley Park, Illinois, was held in the Council Chambers located in the Village Hall of Tinley Park, 16250 Oak Park Avenue, Tinley Park, IL on March 7, 2023. President Glotz called this meeting to order at 6:31p.m.

At this time President Glotz led the Board and audience in the Pledge of Allegiance.

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

Village President:	Michael W. Glotz
Village Clerk:	Nancy M. O'Connor
Trustees:	William P. Brady William A. Brennan Diane M. Galante Dennis P. Mahoney Michael G. Mueller Colleen M. Sullivan
Absent:	
Also Present:	
Village Manager:	Patrick Carr
Asst. Village Manager:	Hannah Lipman
Village Attorney:	Paul O'Grady

Motion was made by Trustee Brennan, seconded by Trustee Mahoney to approve the agenda as written or amended for this meeting. Vote on roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

Motion was made by Trustee Brady, seconded by Trustee Mueller to approve and place on file the minutes of the regular Village Board Meeting held on February 21, 2023. Vote on roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

At this time President Glotz and Clerk O'Connor presented the Tinley Park Business Spotlight.

- Ground Rules Jiu Jitsu, 17200 Oak Park Avenue
- Gas N Wash, 19420 Harlem Avenue, and 7451 183rd Street

Motion was made by Trustee Mueller, seconded by Trustee Mahoney to consider approving the following Consent Agenda items:

- A. CONSIDER ADOPTING RESOLUTION 2023-R-018 FINDING THAT THE NEED FOR CONFIDENTIALITY STILL EXISTS AS TO EXECUTIVE SESSION MINUTES.

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- B. CONSIDER A REQUEST FROM ILLINOIS HEALTH INFORMATION MANAGEMENT ASSOCIATION, TO CONDUCT A RAFFLE FROM THURSDAY, APRIL 20, THROUGH FRIDAY, APRIL 21, 2023, WITH THE MAXIMUM VALUE OF ALL PRIZES NOT TO EXCEED \$2,000. WINNERS WILL BE DRAWN AT THE TINLEY PARK CONVENTION CENTER, 18451 CONVENTION CENTER DRIVE ON APRIL 20 AND APRIL 21, 2023.
- C. CONSIDER PAYMENT OF OUTSTANDING BILLS IN THE AMOUNT OF \$2,099,384.71 AS LISTED ON THE VENDOR BOARD APPROVAL REPORTS DATED FRIDAY, FEBRUARY 24, AND MARCH 3, 2023.

President Glotz asked if anyone from the Board would like to remove or discuss any items from the Consent Agenda. No items were removed or discussed. President Glotz asked if there were any comments from members of the public. There were none. Vote on roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

Motion was made by Trustee Brennan, seconded by Trustee Mahoney to adopt and place on file **ORDINANCE 2023-O-011 INCREASING THE NUMBER OF CLASS "D" LIQUOR LICENSES THAT CAN BE ISSUED IN THE VILLAGE (THE LUCKY HOT DOG - 8020 W 171 STREET)**. This Ordinance awards Lucky Hot Dog with a Class D liquor license to help supplement revenue and offer more options to customers. This item was discussed at the Committee of the Whole prior to this meeting. President Glotz asked if there were any comments from members of the Board or public.

Village Attorney O'Grady stated that he has reviewed ILCS Ch. 235, Section 5 § 6-11 in regards to the distance from The Lucky Dog location and the nearby school. He stated that the prohibition of 100 feet is exempted according to the statute due to liquor not being the principal business that is carried on at The Lucky Dog. President Glotz noted that staff is aware that this is an acceptable use. Trustee Galante is concerned that the sale of liquor is too close to the school and the park district. The petitioner stated that they are trying to supplement the restaurant's revenue.

Vote on roll call. Ayes: Brady, Brennan, Mahoney, Mueller, Sullivan. Nays: Galante. Absent: None. President Glotz declared the motion carried.

Motion was made by Trustee Mueller, seconded by Trustee Mahoney to adopt and place on file **ORDINANCE 2023-O-012 GRANTING A SPECIAL USE PERMIT FOR MR. SMOKE TOBACCO STORE**. The Petitioner seeks a Special Use Permit to operate a Tobacco Store at 7212 191st Street, Suite 300 in the B-3 PD zoning district. The Plan Commission held a Public Hearing on February 16, 2023, and voted 7-0 to recommend approval of the Special Use Permit in accordance with the listed plans and drafted Findings of Fact in the Staff Report. President Glotz asked if there were any comments from members of the Board or public. There were none. Vote on roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

Motion was made by Trustee Mueller, seconded by Trustee Brady to adopt and place on file **RESOLUTION 2023-R-019 APPROVING A RENEWAL AND AMENDMENT AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK, ILLINOIS, AND SIMPLE RECYCLING – ILLINOIS, FOR THE COLLECTION OF SOFT RECYCLABLES**. Simple Recycling is a free textile and soft recycling program that has been utilized by Tinley Park residents since July 20, 2021. Due to staffing challenges and increasing costs, Simple Recycling has needed to make a few changes to its business model, now requiring residents to schedule their pick-ups via their website or by phone instead of their textiles automatically being picked up on their garbage day. Therefore, this Resolution simply amends the existing agreement to reflect

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the program changes. This item was discussed at the Committee of the Whole prior to this meeting. President Glotz asked if there were any comments from members of the Board or public. There were none. Vote on roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

President Glotz asked if there were any comments from members of the Staff.

Assistant Manager Lipman thanked the Marketing, Public Safety, and Public Works Departments, and all Staff who played a role in the success of the Irish Parade that was held on Saturday, March 4.

Community Development Director Dan Ritter stated that online permitting for residential and commercial permits is now available.

President Glotz asked if there were any comments from members of the Board.

Trustee Brennan commented on the great job done by Staff at the Irish Parade.

Trustee Sullivan concurred with Trustee Brennan regarding the Irish Parade. She also commented on how nice Oak Park Avenue has been looking. She thanked Police Chief Walsh for inviting the Board to the Public Safety Awards which were held last week.

Trustee Brady stated that the Irish Parade was great. He also noted comments he has been receiving from residents thanking the Board for rescinding the vehicle sticker program. He commented on our Public Safety Staff and their recognition at the Public Safety Award Ceremony last week.

President Glotz wished resident Marie Page a Happy 101st Birthday. He thanked Staff, First Responders, and Volunteers for their wonderful job at the Irish Parade. Thanks to Staff and the Board for the Reveal Event for Harmony Plaza. This event was held following the Irish Parade on Saturday, March 4.

Trustee Galante addressed Trustee Brady regarding comments made at the last Village Board meeting about her attendance at the Tinley Park District meeting. Trustee Mueller called a Point of Order, which was acknowledged by President Glotz. Trustee Mueller stated that Trustee Galante should be addressing the entire Board not just one individual on the Board. Trustee Galante addressed the Board with concerns as to why they were not troubled when others Board Members and Staff have gone to other governmental meetings. She also has concerns about not getting answers to her questions and not receiving requested documents from Staff.

President Glotz addressed Trustee Galante's comments. He stated that the entire Village Board received the fireworks contract in their packets. This included Trustee Galante. He also stated that 183rd Street will not be shut down during the fireworks event in July, and there is no distance conflict from the launch site. This event has been reviewed by the Public Safety Command Staff.

Trustee Mueller stated his concerns about Village Board members making comments regarding Village checks and balances at other Governmental Board meetings. Any questions or issues a Board Member has should have been discussed at the Village Committee of the Whole meeting when the Financial Audit was discussed, and the Auditor was in attendance to receive comments and questions from the Village Board. He also commented on the success of the Irish Parade.

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Clerk O'Connor thanked Staff for the great job they did on Saturday for the Irish Parade. She also thanked Dan Fitzgerald of Local 1 Station for serving food at the Harmony Square Reveal Event following the parade. She presented that Early Voting begins on Monday, March 20th.

Cook County Early Voting is available in the Kallsen Center at the Village Hall:

Monday – Saturdays: 9 a.m. to 5 p.m.

Sundays: 10 a.m. to 4 p.m.

Will County Early Voting is available at the Frankfort Public Library:

Wednesday, March 22: Friday, March 24, 10 a.m. to 4 p.m.

Saturday, March 25: 10 a.m. to noon

Monday, March 27 to Thursday, March 30: 10 a.m. to 7 p.m.

Friday, March 31: 10 a.m. to 4 p.m.

Saturday, April 1: 10 a.m. to 3 p.m.

President Glotz asked if there were any comments from members of the public.

A resident had concerns about the sewer treatment portion of her water bill payment. She asked if there is an option to pay this portion of the water bill through property taxes. Public Works Director Urbanski stated that Tinley Park does not have that option. He explained that the Village has three different sewer treatment locations that are billed differently based on sewer charges. North of I-80 falls under the Metropolitan Water Reclamation District, and in the Brookside Glen area, there is the Frankfort Sanitary District, and American Water Sanitary District. Mr. Urbanski stated that the only authority the Village has is how often a customer is billed, and the Village bills quarterly. The sewer treatment charges on the water bill are a pass-through from the sewer treatment services. She then asked if taxes are being paid for Lincoln-Way North High School. President Glotz stated that Lincoln-Way North is part of Lincoln-Way Community High School District 210 taxing body and is in unincorporated Frankfort Square. She also had concerns about the placement of the 2023 Village Board Schedule on the Village website.

A Resident had concerns about his daughter's water bill. He asked if the Village reviews water consumption for residents and alerts them if their consumption raises drastically. Public Works Director Urbanski stated that the Village offers the Sensus Portal to its residents who pay water bills. This portal allows you to set parameters for consumption. If your consumption raises above the parameter, the system will alert you by either text or email. President Glotz stated that a Public Works employee will contact the Resident regarding the water bill issue.

Motion was made by Trustee Mahoney, seconded by Trustee Sullivan to adjourn the Village Board meeting at 7:20 p.m. Vote on roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

PLEASE NOTE: Where there is no summary of discussion on any items in the minutes, this reflects that no discussion occurred other than the introduction of the item.

APPROVED:

Village President

ATTEST:

Village Clerk

DRAFT

TINLEY PARK BUSINESS SPOTLIGHT

President Glotz and
Clerk O'Connor

CONSIDER THE APPOINTMENT OF:

MELANIE HUDSON - OF 911 DISPATCHER

President Glotz



Interoffice Memo

Date: March 15, 2023

To: Village Board

Cc: Patrick Carr, Hannah Lipman

From: Anthony Ardolino

Subject: Purchase of Office 365 Annual Licenses

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

Description: Approve the purchase of Microsoft Office 365 licenses.

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

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

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

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

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

Attachments:

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

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION NO. 2023-R-024

**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY
PARK AND IT PARTNER LLC FOR OFFICE 365 MICROSOFT LICENSES IN THE
AMOUNT OF \$96,720**

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

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

RESOLUTION NO. 2023-R-024**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK
AND IT PARTNER LLC FOR OFFICE 365 MICROSOFT LICENSES IN THE AMOUNT OF
\$96,720**

WHEREAS, the Village of Tinley Park, Cook and Will Counties, Illinois, is a Home Rule Unit pursuant to the Illinois Constitution of 1970; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into a Contract with IT Partner Inc., a true and correct copy of such Contract being attached hereto and made a part hereof as **EXHIBIT 1**; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interests of said Village of Tinley Park that said Contract be entered into by the Village of Tinley Park;

NOW, THEREFORE, Be It Resolved by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

Section 1: The Preambles hereto are hereby made a part of, and operative provisions of, this Resolution as fully as if completely repeated at length herein.

Section 2: That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interests of the Village of Tinley Park and its residents that the aforesaid "Contract" be entered into and executed by said Village of Tinley Park, with said Contract to be substantially in the form attached hereto and made a part hereof as **EXHIBIT 1**.

Section 3: That the President and Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois are hereby authorized to execute for and on behalf of said Village of Tinley Park the aforesaid Contract.

Section 4: That this Resolution shall take effect from and after its adoption and approval.

ADOPTED this 21st day of March, 2023, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 21st day of March, 2023, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

**CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND IT PARTNER LLC FOR
OFFICE 365 MICROSOFT LICENSES IN THE AMOUNT OF \$96,720**

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

CERTIFICATE

I, NANCY M. O’CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2023-R-024, “**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND IT PARTNER LLC FOR OFFICE 365 MICROSOFT LICENSES IN THE AMOUNT OF \$96,720**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on March 21, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 21st day of March, 2023.

VILLAGE CLERK



VILLAGE OF TINLEY PARK, ILLINOIS

INVITATION FOR BID (IFB)

IFB TITLE: MICROSOFT OFFICE 365 LICENSING

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

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

QUESTIONS & CORRESPONDENCE: clerksoffice@tinleypark.org

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APPENDIX A: GLOSSARY7

INTENT:

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

QUESTIONS & CORRESPONDENCE:

If you wish to receive any correspondence regarding this invitation for bid please register by sending an email to clerksoffice@tinleypark.org 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 Department prior to the due date is explicitly forbidden and may result in nullification of respondent proposal.

PROPOSAL SUBMITTAL:

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

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

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

SCHEDULE OF EVENTS:

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

CURRENT SETUP:

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

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

SCOPE OF PROJECT:

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

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

SOLICITATION PROCESS & PROCEDURES:

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

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

DETAILED SPECIFICATIONS AND QUANTITIES:

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

EXPECTED DELIVERABLES:

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

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

PROPOSAL SELECTION:

Proposal review criteria: Lowest total cost

Selection will be made solely on the lowest priced proposal.

SPECIAL REQUIREMENTS:

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

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

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

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

PROPOSAL SHEET:

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

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

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

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

Proposing Company Name: _____

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

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

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

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

COMPANY PROFILE WORKSHEET:

Company Name: _____

Street Address: _____

City, State, Zip: _____

Name (Printed): _____

Signature: _____

Title: _____

Phone Number: _____

Email Address: _____

Date: _____

APPENDIX A: GLOSSARY

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

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

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

Respondent - The vendor participating in the RFP process.



IFB TITLE: MICROSOFT OFFICE 365 LICENSING

PROPOSAL

for VILLAGE OF TINLEY PARK, ILLINOIS

03/06/2023

Michael Makeyev
mym@o365hq.com



IFB TITLE: MICROSOFT OFFICE 365 LICENSING
For VILLAGE OF TINLEY PARK, ILLINOIS

Table of Contents:

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4.	Cost Proposal	9

ATTACHEMENTS:

- Microsoft Certifications



IT PARTNER

Building a future with Microsoft Cloud
Technologies

Capability Statement

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

ADVANTAGES

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

COMPANY DATA

CAGE CODE: 8BZ81

NAICS: 541512, 541519, 541511

DUNS #: 080435062

ADDRESS: 3422 Old Capitol Trail #679,
Wilmington, DE 19808, USA

PHONE: +1-844-611-6871 (toll-free)
+1 480-535-0365

FAX: +1-800-608-4013

MAIL: info@o365hq.com

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

CORE COMPETENCIES

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

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

CERTIFICATIONS

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

Mike Mackey, Director

+1 480-535-0365 | mym@o365hq.com



IFB TITLE: MICROSOFT OFFICE 365 LICENSING
For VILLAGE OF TINLEY PARK, ILLINOIS

COMPANY PROFILE WORKSHEET:

Company Name:	IT Partner LLC
Street Address:	3422 Old Capitol Trail #679
City, State, Zip:	Wilmington, DE 19808
Name (Printed):	Michael Makeyev
Signature:	
Title:	Director
Phone Number:	+1-480-535-0365
Email Address:	mym@o3655hq.com, gov@o365hq.com
Date:	03/06/2023



IFB TITLE: MICROSOFT OFFICE 365 LICENSING
For VILLAGE OF TINLEY PARK, ILLINOIS

2. References

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

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





IFB TITLE: MICROSOFT OFFICE 365 LICENSING
For VILLAGE OF TINLEY PARK, ILLINOIS

3. Organizational Information

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

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

Mike Mackey | Director and Microsoft Certified Manager

mym@o365hq.com +1 480 535 0365

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

Dan Appleby | Project Manager

da@o365hq.com +1 928 351 6748

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

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

Alex Valitoff | Microsoft Lead Cloud Architect

av@o365hq.com



IFB TITLE: MICROSOFT OFFICE 365 LICENSING
For VILLAGE OF TINLEY PARK, ILLINOIS

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

Roman Sotnik | Microsoft Lead Infrastructure Architect

rs@o365hq.com

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

Simon Mucha | Microsoft Cloud Engineer

sm@o365hq.com

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

Alex Nikulin | Software Developer

an@o365hq.com

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

Alex Krush | Microsoft Infrastructure Engineer

ak@o365hq.com

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



IFB TITLE: MICROSOFT OFFICE 365 LICENSING
For VILLAGE OF TINLEY PARK, ILLINOIS

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

PROPOSAL SHEET:

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

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

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

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

Proposing Company Name: IT Partner LLC

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

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

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

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



IFB TITLE: MICROSOFT OFFICE 365 LICENSING
For VILLAGE OF TINLEY PARK, ILLINOIS

4. Cost Proposal

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

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



4/23/2022

To whom it may concern:

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

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

Competencies: Demonstrate technical capabilities in Microsoft products or technologies.

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

Best Regards,

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

Dan Truax
General Manager, Partner Digital Experiences and Programs

Microsoft Corporation

Bid Tab Microsoft Office 365 Licensing**Due: March 10, 2023 10:30AM**

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

**Interoffice****Memo**Issued/Approved by: **Stephen C. Klotz,**
Fire Chief Administrator**Memo #23-23**

Date: March 16, 2023

To: Pat Carr, Village Manager

From: Stephen C. Klotz, Fire Chief Administrator

Subject: Replacement Breathing Air Compressor

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

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

Sincerely,

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

SCK/mb

attach. Air One Quote/Supporting Documents



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

Invoice

Date	Invoice #
3/9/2023	191065

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

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

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

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

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



Date: March 13, 2023

To: Tim Sarhage
Air One Equipment, Inc.

From: Eddie Lacefield
Mako Compressors, Inc.

Subject: Authorized Distributor Information Request

To Whom It May Concern:

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

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

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

Sincerely,

Eddie Lacefield

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

Village of Tinley Park, Illinois
Capital Outlay Request

Department Fire Suppression 01-19

Project Manager Fire Chief Stephen Klotz

Fiscal Year FY 2023

Strategic Plan Item? If so, Tier # _____
ST Routine _____
ST Complex _____
LT Routine _____
LT Complex _____

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



3/21/2023, B - ...

**AIR ONE
EQUIPMENT, INC.**

VILLAGE OF TINLEY...

Air One Equipment, Inc.

360 Production Drive, South Elgin IL 60177

Telephone: (847) 289-9000 Fax: (847) 289-9001

website: www.aoe.net

Quotation**TO: VILLAGE OF TINLEY PARK FIRE DEPARTMENT
7825 167TH STREET
TINLEY PARK, IL 60477****Date: 11/16/2021****ATTN: CHIEF S. KLOTZ****Ref: MAKO AIR COMPRESSOR**

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

NOTES:

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

Thank You!**Estimated Delivery:****ON REQUEST****By: Martin Svihra****Air One Equipment, Inc.**

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION NO. 2023-R-020

**A RESOLUTION AUTHORIZING SOLE TERRITORIAL TO AIR ONE EQUIPMENT, INC., TO
PURCHASE A MAKO BREATHING AIR COMPRESSOR.**

MICHAEL W. GLOTZ, PRESIDENT

NANCY M. O'CONNOR, VILLAGE CLERK

WILLIAM P. BRADY

WILLIAM A. BRENNAN

DIANE M. GALANTE

DENNIS P. MAHONEY

MICHAEL G. MUELLER

COLLEEN M. SULLIVAN

Board of Trustees

RESOLUTION NO. 2023-R-020**A RESOLUTION AUTHORIZING SOLE TERRITORIAL TO AIR ONE EQUIPMENT, INC., TO PURCHASE A MAKO BREATHING AIR COMPRESSOR**

WHEREAS, the Village of Tinley Park, Cook and Will Counties, Illinois, is a Home Rule Unit pursuant to the Illinois Constitution of 1970; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered a quote with Air One Equipment, Inc., a true and correct copy of such quote being attached hereto and made a part hereof as **EXHIBIT 1**; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interests of said Village of Tinley Park that said Contract be entered into by the Village of Tinley Park;

NOW, THEREFORE, Be It Resolved by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

Section 1: The Preambles hereto are hereby made a part of, and operative provisions of, this Resolution as fully as if completely repeated at length herein.

Section 2: That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interests of the Village of Tinley Park and its residents that the aforesaid "Contract" be entered into and executed by said Village of Tinley Park, with said Contract Extension to be substantially in the form attached hereto and made a part hereof as **EXHIBIT 1**, subject to review and revision as to form by the Village Attorney.

Section 3: That the President and Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois are hereby authorized to execute for and on behalf of said Village of Tinley Park the aforesaid Contract.

Section 4: That this Resolution shall take effect from and after its adoption and approval.

ADOPTED this 21st day of March, 2023, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 21st day of March, 2023, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

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

CERTIFICATE

I, NANCY M. O’CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2023-R-020, **“A RESOLUTION AUTHORIZING SOLE TERRITORIAL TO AIR ONE EQUIPMENT, INC., TO PURCHASE A MAKO BREATHING AIR COMPRESSOR,”** which was adopted by the President and Board of Trustees of the Village of Tinley Park on March 21, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 21st day of March, 2023.

VILLAGE CLERK



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

Invoice

Date	Invoice #
3/9/2023	191065

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

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

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

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

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



Date: March 13, 2023

To: Tim Sarhage
Air One Equipment, Inc.

From: Eddie Lacefield
Mako Compressors, Inc.

Subject: Authorized Distributor Information Request

To Whom It May Concern:

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

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

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

Sincerely,

Eddie Lacefield

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

Village of Tinley Park, Illinois
Capital Outlay Request

Department Fire Suppression 01-19

Project Manager Fire Chief Stephen Klotz

Fiscal Year FY 2023

Strategic Plan Item? If so, Tier #
 ST Routine
 ST Complex
 LT Routine
 LT Complex

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



3/21/2023, B...

**AIR ONE
EQUIPMENT, INC.**

VILLAGE OF TINLEY...

Air One Equipment, Inc.

360 Production Drive, South Elgin IL 60177

Telephone: (847) 289-9000 Fax: (847) 289-9001

website: www.aoe.net

Quotation



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

Date: 11/16/2021

ATTN: CHIEF S. KLOTZ

Ref: MAKO AIR COMPRESSOR

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

NOTES:

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

Thank You!

Estimated Delivery:

ON REQUEST

By: Martin Svihra

Air One Equipment, Inc.

**Interoffice****Memo**

Date: March 10, 2023

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

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

Subject: 94th Avenue Roadway Improvements

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

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

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

Staff Direction Request:

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

Attachment:

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

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION NO. 2023-R-022

**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY
PARK AND ROBINSON ENGINEERING, LTD. FOR 94TH AVENUE ROADWAY
IMPROVEMENTS**

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

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

RESOLUTION NO. 2023-R-022**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND ROBINSON ENGINEERING, LTD. FOR 94TH AVENUE ROADWAY IMPROVEMENTS**

WHEREAS, the Village of Tinley Park, Cook and Will Counties, Illinois, is a Home Rule Unit pursuant to the Illinois Constitution of 1970; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into an Agreement with Robinson Engineering, Ltd., a true and correct copy of such Agreement being attached hereto and made a part hereof as **EXHIBIT 1**; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interests of said Village of Tinley Park that said Agreement be entered into by the Village of Tinley Park;

NOW, THEREFORE, Be It Resolved by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

Section 1: The Preambles hereto are hereby made a part of, and operative provisions of, this Resolution as fully as if completely repeated at length herein.

Section 2: That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interests of the Village of Tinley Park and its residents that the aforesaid "Agreement" be entered into and executed by said Village of Tinley Park, with said Agreement to be substantially in the form attached hereto and made a part hereof as **EXHIBIT 1**.

Section 3: That the President and Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois are hereby authorized to execute for and on behalf of said Village of Tinley Park the aforesaid Agreement.

Section 4: That this Resolution shall take effect from and after its adoption and approval.

ADOPTED this 18th day of March, 2023, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 18th day of March, 2023, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

**AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND ROBINSON
ENGINEERING, LTD. FOR 94TH AVENUE ROADWAY IMPROVEMENTS**

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

CERTIFICATE

I, NANCY M. O’CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2023-R-022, “**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND ROBINSON ENGINEERING, LTD. FOR 94TH AVENUE ROADWAY IMPROVEMENTS,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on March 18th, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 18th day of March, 2023.

VILLAGE CLERK

AGREEMENT FOR PROFESSIONAL SERVICES

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

I. Services

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

II. COMPENSATION

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

III. INDEMNIFICATION AND HOLD HARMLESS

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

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

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

IV. INSURANCE

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

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

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

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

V. WARRANTY

Consultant represents to the Village that it has the experience and ability to perform the services required by this Agreement, that it will perform said services in accordance with the Standard of Care presented in Section 1.A, and that it has the power to enter into and perform this Agreement.

VI. NOTICE

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

Robinson Engineering Ltd.

17000 South Park Avenue

South Holland, IL 60473

OR TO:

Village of Tinley Park

Village Manager

16250 South Oak Park Avenue

Tinley Park IL. 60477

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

VII. INTERPRETATION

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

VIII. WAIVER

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

IX. SEVERABILITY

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

X. ENTIRE UNDERSTANDING

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

XI. TERMINATION

This Agreement may be terminated, in whole or in part, by either party if the other party fails to fulfill its obligations under this Agreement through no fault of the terminating party. The Village may terminate this Agreement, in whole or in part, for its convenience.

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

VILLAGE OF TINLEY PARKBy: _____
Village President**ROBINSON ENGINEERING LTD.**By: Way LaborIts: Director of Operations

DATE: _____

DATE: 3/1/23**CERTIFICATIONS BY CONSULTANT****Eligibility to Contract**

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

Van CalombarisWay Labor

Name of Consultant (please print)

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 CalombarisWay Labor

Name of Consultant (please print)

Submitted by (signature)

Director of Operations

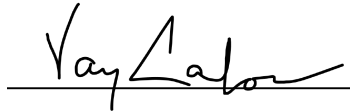
Title

Certificate of Compliance with Illinois Drug-Free Workplace Act

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

Van Calombaris

Name of Consultant (please print)



Submitted by (signature)

Director of Operations

Title

Certificate Regarding Sexual Harassment Policy

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

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

Van Calombaris

Name of Consultant (please print)



Submitted by (signature)

Director of Operations

Title

EXHIBIT A

Scope of Professional Services

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

EXHIBIT B

Fee Schedule

**Attached to Proposal Engineering
Services Agreement**

EXHIBIT C

Required Insurance

Engineer shall procure and maintain insurance as set forth below. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer. Village would request insurance at \$2 million/\$5 million and umbrella of \$10 million.

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

EXHIBIT D

Insurance Certificate



CERTIFICATE OF LIABILITY INSURANCE

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

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

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

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

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	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	MPA0000004887BU	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EDP \$ 1,035,000
D	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	BA00000004885BU	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 500,000 \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> 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/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 MPA0000004887BU	1/1/2022 1/1/2022 1/1/2022	1/1/2023 1/1/2023 1/1/2023	Occ / Agg Limit 2,000,000 Limit 1,000,000 Limit 1,000,000

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

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

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

CERTIFICATE HOLDER

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

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3/1/23

Project 20-R0005.03

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

Attn: Mr. John Urbanski, Director of Public Works

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

Dear Mr. Urbanski:

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

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

1. PROJECT OVERVIEW

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

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

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

2. SCOPE OF SERVICES

A. Topographic Survey

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

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

B. Preparation of Engineering Plans and Specifications

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

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

C. Project Bidding

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

D. Construction Engineering

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

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

3. PAYMENT TERMS

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

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

4. STANDARD TERMS AND CONDITIONS

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

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

Very truly yours,
ROBINSON ENGINEERING, LTD.



Van Calombaris, PE
Director of Operations

ACCEPTED AND APPROVED:
VILLAGE OF TINLEY PARK, ILLINOIS

By: _____
Signature

By: _____
Printed Name

Title: _____

Date: _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Client's Initial: _____

Date: _____

10/2014

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

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



Interoffice Memo

Date: February 27, 2023

To: John Urbanski, Public Works Director

From: Kelly Mulqueeney, Street Superintendent

Subject: Irrigation Maintenance (Year 1 of 3) – Service Contract Award

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

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

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

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

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

Description:

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

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

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

Staff Direction Request:

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

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION NO. 2023-R-021

**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY
PARK AND AQUAMIST PLUMBING & LAWN SPRINKLING CO., INC FOR IRRIGATION
MAINTENANCE**

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

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

RESOLUTION NO. 2023-R-021**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK
AND AQUAMIST PLUMBING & LAWN SPRINKLING CO., INC FOR IRRIGATION
MAINTENANCE**

WHEREAS, the Village of Tinley Park, Cook and Will Counties, Illinois, is a Home Rule Unit pursuant to the Illinois Constitution of 1970; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into a Contract with Aquamist Plumbing & Lawn Sprinkling Co., Inc, a true and correct copy of such Contract being attached hereto and made a part hereof as **EXHIBIT 1**; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interests of said Village of Tinley Park that said Contract be entered into by the Village of Tinley Park;

NOW, THEREFORE, Be It Resolved by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

Section 1: The Preambles hereto are hereby made a part of, and operative provisions of, this Resolution as fully as if completely repeated at length herein.

Section 2: That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interests of the Village of Tinley Park and its residents that the aforesaid "Contract" be entered into and executed by said Village of Tinley Park, with said Contract to be substantially in the form attached hereto and made a part hereof as **EXHIBIT 1**.

Section 3: That the President and Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois are hereby authorized to execute for and on behalf of said Village of Tinley Park the aforesaid Contract.

Section 4: That this Resolution shall take effect from and after its adoption and approval.

ADOPTED this 21st day of March, 2023, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 21st day of March, 2023, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

**CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND AQUAMIST PLUMBING &
LAWN SPRINKLING CO., INC FOR IRRIGATION MAINTENANCE**

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

CERTIFICATE

I, NANCY M. O’CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2023-R-021 “**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND AQUAMIST PLUMBING & LAWN SPRINKLING CO., INC FOR IRRIGATION MAINTENANCE,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on March 21, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 21st day of March, 2023.

VILLAGE CLERK

**VILLAGE OF TINLEY PARK
2023
SERVICE CONTRACT**

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

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

having a direct contract with Contractor for performance of work on the Project. The Village shall have no responsibility to any subcontractor employed by a Contractor for performance of work on the Project, and all subcontractors and material suppliers shall look exclusively to the Contractor for any payments due. The Village will **not** be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. Every subcontractor shall be bound by the terms and provisions of this Contract as far as applicable to their work. The Contractor shall be fully responsible to the Village for the acts and omissions of its subcontractors, and shall ensure that any subcontractors perform in accordance with the requirements of this Contract. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the Village. The Contractor is solely responsible for the safety procedures, programs and methods of its employees and agents and shall hold the Village harmless for any and all damages resulting from violations thereof. The Contractor shall comply with all applicable federal, State and local safety laws and regulations.

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

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

CERTIFICATIONS BY CONTRACTOR**Eligibility to Contract**

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

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

Certificate of Compliance with Illinois Human Rights Act

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

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

Certificate of Compliance with Illinois Drug-Free Workplace Act

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

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

Certificate Regarding Sexual Harassment Policy

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

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

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

The undersigned hereby certifies that:

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

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

Aquamist Plumbing & Lawn Sprinkling Co., Inc.
Name of Contractor (please print)
Service Manager
Title

Elizabeth A. Martin
Submitted by (signature)

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

The undersigned hereby certifies that:

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

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

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

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

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

Employment of Illinois Workers on Public Works Act

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

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

Service Manager
Title

CONTRACTOR NAMEBY: Elizabeth A. Martin3/1/2023

Date

Printed Name: Elizabeth A. MartinTitle: Service Manager**VILLAGE OF TINLEY PARK**

BY: _____

Michael Glotz, Village President
(required if Contract is \$20,000 or more)_____
Date

ATTEST:

Village Clerk
(required if Contract is \$20,000 or more)_____
Date**VILLAGE OF TINLEY PARK**

BY: _____

Village Manager

Date

SCOPE OF SERVICES

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

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

Exhibit B

INSURANCE REQUIREMENTS

(See Risk Manager for Insurance Requirements)



3/21/2023, D --

VILLAGE OF TINLEY
CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY) 01/24/2023
Page 1 of 89

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 Flag Insurance Services Inc 250 Tequesta Drive Suite 201 Tequesta FL 33469	CONTACT NAME: Bill Flagler PHONE (A/C, No, Ext): (312) 939-1515 FAX (A/C, No): (312) 939-1516 E-MAIL ADDRESS: bflagler@flaginsurance.com																					
INSURED Aquamist Plumbing & Lawn Sprinkling Co, Inc 9370 W. Laraway Rd., Suite E Frankfort IL 60423	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>West Bend</td><td>15350</td></tr><tr><td>INSURER B:</td><td></td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	West Bend	15350	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
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INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES **CERTIFICATE NUMBER:** CL2312413052 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> 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 type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		0132082	04/25/2023	04/25/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 PLPAK \$ 100,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		0132082	04/25/2023	04/25/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$ OCCUR CLAIMS-MADE	Y		0132082	04/25/2023	04/25/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	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 Y	N/A		0012766	04/25/2023	04/25/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

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

CERTIFICATE HOLDER

Village of Tinley Park
16250 S. Oak Park Ave.

Tinley Park

IL 60477

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

WA Flagler

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Interoffice Memo

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

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

Scope of Work:

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

Description:

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

Budget / Finance:

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

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

Staff Direction Request:

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

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION NO. 2023-R-030

**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY
PARK AND TRUGREEN LIMITED PARTNERSHIP FOR LAWN TREATMENTS**

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

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

RESOLUTION NO. 2023-R-030**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND TRUGREEN LIMITED PARTNERSHIP FOR LAWN TREATMENTS**

WHEREAS, the Village of Tinley Park, Cook and Will Counties, Illinois, is a Home Rule Unit pursuant to the Illinois Constitution of 1970; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into a Contract with Trugreen Limited Partnership, a true and correct copy of such Contract being attached hereto and made a part hereof as **EXHIBIT 1**; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interests of said Village of Tinley Park that said Contract be entered into by the Village of Tinley Park;

NOW, THEREFORE, Be It Resolved by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

Section 1: The Preambles hereto are hereby made a part of, and operative provisions of, this Resolution as fully as if completely repeated at length herein.

Section 2: That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interests of the Village of Tinley Park and its residents that the aforesaid "Contract" be entered into and executed by said Village of Tinley Park, with said Contract to be substantially in the form attached hereto and made a part hereof as **EXHIBIT 1**.

Section 3: That the President and Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois are hereby authorized to execute for and on behalf of said Village of Tinley Park the aforesaid Contract.

Section 4: That this Resolution shall take effect from and after its adoption and approval.

ADOPTED this 21st day of March, 2023, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 21st day of March, 2023, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND TRUGREEN LIMITED PARTNERSHIP FOR LAWN TREATMENTS

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

CERTIFICATE

I, NANCY M. O’CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2023-R-030, “**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND TRUGREEN LIMITED PARTNERSHIP FOR LAWN TREATMENTS,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on March 21, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 21st day of March, 2023.

VILLAGE CLERK

CERTIFICATE OF LIABILITY INSURANCE

12/21/2022

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

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PRODUCER Arthur J. Gallagher Risk Management Services, Inc. Creekside Crossing 8 Cadillac Drive Suite 200 Brentwood TN 37027		CONTACT NAME: JoAnn Warpool PHONE (A/C, No, Ext): 615-244-8484 E-MAIL ADDRESS: JoAnn_Warpool@aig.com FAX (A/C, No): 615-377-5101	
		INSURER(S) AFFORDING COVERAGE INSURER A: AIG Specialty Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED TruGreen Limited Partnership 108 Alleenbill Drive Johnstown, PA 15904		TRUGHOL-01 NAIC # 26883	

COVERAGES

CERTIFICATE NUMBER: 809149131

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 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"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <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 EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE AGGREGATE \$ \$ \$
	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/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT \$ \$ \$
A	Professional Liability			01-932-55-84	1/1/2023	1/1/2024	Limit: Deductible: \$5,000,000 \$1,000,000

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

Village of Tinley Park**Lawn Treatments****SCOPE OF WORK:**

The Village of Tinley Park (VOTP) in its role of maintaining village-owned properties seeks the services of a capable Contractor to coordinate and deliver lawn treatment services at VOTP owned or VOTP maintained properties, such as right-of-ways and detention pond locations. The Contractor shall perform the following general services during the growing season, which is April 1st through December 1st.

- Lawn and Bed Treatments: Provide lawn and planting bed applications including weed control, fertilization, vegetation control and other related work for all areas listed in the detailed bid breakdown.
- On Demand Services/ New Work: When directed by the Street Superintendent or approved representative, provide, install, warranty and maintain all new landscape work as requested.
- Reports: Submit weekly and monthly reports as detailed below in the "Reporting Requirements" section below (page 02925-5)

BID REQUIREMENTS

Bid pricing must be added to the attached detailed bid tab sheet. The cost must be broken down for each area per month and total for the entire growing season. This contract will be in effect for the entire 2021 growing season. The growing season is April 1st through December 1st. Depending on weather conditions, treatment windows may be extended beyond the windows outlined below, and the bid should reflect that. This contract will have the option for 2 - one year extensions. The extension will be based on good workmanship and price. On occasion new on-demand work may be needed in addition to regular maintenance work items. Prices for on-demand services including labor should be included in the bid separate from regular maintenance. Any on-demand services must be approved by Street Superintendent or designated Street Foreman.

EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS, AND WORK SITES:

The prospective bidder shall, before submitting a bid, carefully examine the provisions of the contract. The bidder shall inspect in detail the sites of the proposed work, investigate and become familiar with all the local conditions affecting the contract and fully acquaint themselves with the detailed requirements of construction.

PRE-CONSTRUCTION MEETING:

Upon execution of the contract with the successful bidder, the Village will schedule a meeting with the Contractor. The Contractor shall submit a work schedule on or before this meeting. In attendance shall be the Contractor's representative on the job; i.e., Construction Superintendent or Foreman. On, or

before this meeting, the Contractor and Village Street Foreman shall inspect the work site to determine the existing conditions.

1. Purpose - To discuss and resolve any problems regarding the work prior to the Contractor starting work. This includes the schedule of construction operations and interpretation of the Special Provisions and/or plans.
2. Attendance - Street Superintendent, Street Foremen, Contractor, Utility Company representatives, if utility work or adjustments are required. Also, any other persons as may be deemed necessary.
3. Specification information regarding source of materials, who is responsible for testing of materials, what, if any, work will be sublet, responsibility for maintaining traffic or detours, and any other problems relating to the work are to be discussed.
4. A roster will be prepared which will list the names, addresses and telephone numbers of all parties concerned. Twenty-four (24) hour a day and emergency contact persons and phone numbers shall be listed.

USE OF FIRE HYDRANTS

If the Contractor desires to use water from hydrants, they shall make application to the proper authorities, and conform to the municipal ordinances, rules or regulations concerning their use. Water from hydrants or other sources shall be at the Contractor's expense unless otherwise provided in the Special Provisions.

List of hydrants used must be turned in to Street Superintendent or assigned representative weekly. Contractor is responsible for reporting any malfunctioning or damaged hydrants.

Fire Hydrants shall be accessible at all times to the fire department. No material or other obstructions shall be placed closer to a fire hydrant than permitted by municipal ordinances, rules or regulations, or within ten feet (10') of a fire hydrant, in the absence of such ordinances, rules or regulations.

QUANTITY CHANGES:

VOTP reserves the right to add or delete areas to be maintained under all of the treatment programs at the unit prices bid.

LOCATION OF UTILITIES:

Before starting any digging, the Contractor shall contact JULIE for location of any and all utilities (if necessary). The toll-free number is 800-892-0123.

The Contractor is responsible for notification and coordination with JULIE for location of utilities before and throughout the length of the contract.

NOTICE:

Village Notification

A minimum of forty-eight (48) hours notice shall be given to the VOTP prior to starting work, departing from a pre-approved regular schedule, or restarting work after some absence of work for any reason.

VOTP must be notified by the next business day if there have been any employee assignment changes to the crew assigned to the Village. Notification may be done by email, phone call or in person.

NOTIFY: Public Works
 Street Department:
 708-444-5520 Kelly Mulqueeney
 708-444-5526 Jimmy Quinn
 708-444-5527 Steve Grossi
 Public Works
 Facilities Department:
 708-444-5595 Dave Galati
 708-444-5500 Village Hall

For all pesticide application notifications, the following list of contacts must be emailed. A minimum of 24 hours prior to the work for all sites other than the Village Hall and the Police Station. The Village Hall and the Police Station require 4 days advanced notice via email:

Kelly Mulqueeney kmulqueeney@tinleypark.org
Terry Lusby Jr. tlusby@tinleypark.org
Terri Chojnacki tchojnacki@tinleypark.org
David Galati dgalati@tinleypark.org
Denise A. Maiolo dmaiolo@tinleypark.org
Laura Godette lgodette@tinleypark.org
Jimmy Quinn jquinn@tinleypark.org
Steve Grossi sgrossi@tinleypark.org

PROTECTION AND SAFETY OF PEDESTRIANS: Work zone safety shall be practiced and maintained at all times until the project work is completely finished. Landscape work is obviously situated in areas traveled by pedestrians. The landscape work in this contract will be encountered by motorists, pedestrians and bicyclists throughout the growing season, for this reason the contractor must anticipate this and accommodate them. Any potential hazards to the general public due to materials, equipment, obstructions, tripping hazards, drop-offs or any hazardous aspects of the work must be remedied or properly protected and barricaded. Grass clippings may not be blown into streets or sidewalks.

WORK DAYS & NOISE LIMITATIONS: All work within the defined limits of the project shall be performed between the hours of 7:00 AM and 7:00 PM, Monday through Friday, and between 9:00 AM and 5:00 PM on Saturday, unless authorized at the sole discretion of VOTP. No work is to be performed or left open on Sunday or the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas. In rare instances, work conducted at public facilities such as Village Hall may be required outside the standard hours in order to work around a conflict, as directed by the Street Superintendent.

VILLAGE SPECIAL EVENTS: The Village has several special events throughout the year, typically held in the downtown area which may require all landscape maintenance work to be completed immediately beforehand so the sites are looking their best. These events include but are not limited to:

- Village Block Party (usually around the 3rd Sunday in July)

- Farmers Markets
- Music performances
- Movie showings

CLEAN-UP: The Contractor shall be responsible for thoroughly cleaning up any and all areas affected by their work. All parkways must be left neat. If the area has not been cleaned properly, VOTP Public Works will use a mechanical street sweeper or any other equipment we deem necessary to clean the area. All clean-up related work shall be incidental in cost to the contract work.

No work shall be left incomplete over holidays.

DISPOSAL OF DEBRIS AND EXCAVATED OR REMOVED MATERIALS: The Contractor shall be responsible for satisfactory removal and disposal of any litter found in the area. Contractor will completely remove all litter prior to treatments.

PARKWAY TREES: The Contractor shall inspect each work site in advance and arrange to execute the work in a manner which will not cause injury to trees. Any tree limbs that might be damaged by equipment operations should be protected by the contractor. Any tree limbs that are broken by equipment shall be reported to VOTP. The Village will neatly prune the damaged limb at the Contractor's expense.

DAMAGES: Work under this pay item shall include providing all the materials, labor and equipment necessary to remove and replace damaged areas that was caused by the contractor. VOTP will not provide a dumpsite for this material.

Ruts caused by equipment or vehicles must be restored to their original state. Seed is acceptable for damaged areas smaller than 9".

CONTRACTOR'S RESPONSIBILITIES

In providing the services under this Contract, the Contractor shall:

1. Exercise safe, sanitary and sound-business practices with the skill, care and diligence normally shown by professional landscapers.
2. Require all employees to wear suitable uniforms during the time they are on Village property.
3. Supply an adequate number of trained and fully insured personnel to perform all work.
4. Require one employee on a crew to understand all verbal and written instructions in English issued by the Street Superintendent or representative.
5. Remove all rubbish, debris and wastes from the location(s), resulting from the work performed, in an orderly and safe manner and legally dispose of same.
6. Provide evidence of all licenses and permits that may be required for all contract activities.
7. Provide required notification of chemical application on public areas, as required by law.

8. Require all personnel to report any hazardous or out of the ordinary conditions, as well as any vandalism, theft, deterioration, graffiti, damage, spills, evidence of rodent or animal infestation, unusual activity or the like, that may affect the operation and/or safety on Village properties, to the Street Superintendent, or representative. Any item in need of repair or replacement shall be reported on the same day it is observed.

9. Provide all consumable supplies, fertilizers, chemicals, water, equipment, tools, materials, containers, transportation, insurance, and labor required fulfilling the Contract and ensuring the health, vitality and appearance of plants and lawns.

Bidders shall also submit the names, experience and licenses for its Commercial Pesticide Applicator(s) that shall be used for spraying, weeds and pest control.

REPORTING REQUIREMENTS

The Contractor shall submit reports (e.g., weekly, monthly, annually, etc.) in any form, content, and substance that may be required by the Street Superintendent, or representative at any time during this Contract. It shall be initially required that the Contractor provides the following reports to VOTP:

- Advanced notification of implementation of “On Demand” projects in addition to all pesticide applications.
- Weekly report of the work week, outlining all completed activities (e.g., maintenance, spraying, products used, etc.) and staffing and indications of locations serviced.
- Monthly summary, with Contractor’s invoice, of all work performed during the preceding month as well as any problems incurred, solutions provided recommendations and new or outstanding issues that may be of relevance to the operation.
- Annual summary of the preceding year’s activities and a preliminary forecast of the coming year’s activities or concerns if applicable.
- Advanced notification of chemical application schedule, minimum of two days in advance to notify staff.

MEETINGS

It is anticipated that there will be required meetings between VOTP and the Contractor. These meetings may include representatives of other Village Departments and/or other Contractors or consultants, at the Street Superintendents’ discretion. It is initially anticipated that there will be a monthly meeting, April through December, to discuss landscape treatment issues. If necessary, additional Quality Assurance (QA) meetings will be scheduled by the Street Superintendent to review Village of Tinley Park’s standards as well as the overall quality of the Services. **An initial QA meeting to discuss start-up issues and requirements shall be scheduled upon Contract award.**

Attendance by the Contractor at all scheduled meetings shall be mandatory. The Contractor shall have a sufficient number of management level personnel (e.g., owner, superintendent, horticulturist, foremen) with decision-making authority available to attend meetings when scheduled. In any year of the

Contract, if the Contractor fails to attend meetings, VOTP may seek corrective measures that could include delays in the processing of Contractor's invoice.

STAFFING PLAN

The Contractor shall be responsible for employing and assigning a staff of competent personnel who are fully licensed, insured and qualified to perform the landscape work as required by this contract. At the onset of the Contract the Contractor shall provide staffing schedules for the Street Superintendents' review and approval. Staffing issues shall be reviewed at monthly meetings as required. Bidder shall describe anticipated maximum and minimum crew sizes with its bid. Bidder shall also provide a list and description of any work to be performed by subcontractors with its bid.

SUPPLY AND EQUIPMENT REQUIREMENTS

As described under "Contractor's Responsibilities," the Contractor shall supply all consumable supplies. Any costs for supplies shall be included as part of the bid price. Bidder shall submit a list of proposed supplies indicating a description and the brand name of each. Additionally, on demand the Contractor must provide a completed Manufacturer's Standard Material Safety Data Sheet (OSHA Form #20) for all fertilizers, herbicides and pesticides that may be used for the contract.

Any equipment or supplies of improper type or design, or inappropriate for the intended use, shall be replaced with satisfactory equipment or supplies at the Contractor's expense. On demand, the Contractor shall submit where it will warehouse and how it will transport the equipment to and from the site.

LIST OF SITES

The following list of sites is provided as a reference, and more details can be found in the detailed bid tab. VOTP may add or delete sites from the list as future maintenance needs may change. The acreages and square footages provided here are given as an estimate, and VOTP does not guarantee their accuracy. An estimated boundary of each site can be found in the corresponding map book on the page listed under the "Map Grid #" column. Some sites span more than one page, but in those cases only one map grid number is given. For treatment program one, only the turf areas are receiving treatments, but some parcels may also include beds in and amongst those turf areas. Treatment program two covers both lawn and bed areas at high profile sites.

LIST OF SITES

<u>ID #</u>	<u>*Map Grid /Page #</u>	<u>Name/ Description</u>	<u>Lawn Area (Acres)</u>	<u>Treatment Program 1</u>	<u>Treatment Program 2</u>
<u>M001</u>	<u>1</u>	<u>Apple Pond & Creekmont</u>	<u>0.42</u>	<u>X</u>	-
<u>M002</u>	<u>2</u>	<u>80th Av Parkways 159th-163rd st</u>	<u>1.73</u>	<u>X</u>	-
<u>M004</u>	<u>2</u>	<u>E. on 163rd - 80th Ave. to 84th Ave. by Com Ed R.O.W.</u>	<u>0.10</u>	<u>X</u>	-

<u>M005</u>	<u>2</u>	<u>Pond north side of 163rd St. & Evergreen</u>	<u>5.88</u>	<u>X</u>	-
<u>M006</u>	<u>3</u>	<u>76th Av Medians Between 161st & 165th</u>	<u>3.13</u>		<u>X</u>
<u>M007</u>	<u>3</u>	<u>Pond north side of Helen Keller School</u>	<u>3.71</u>	<u>X</u>	-
<u>M009</u>	<u>5</u>	<u>Centennial Dr - Brementowne Dr. by retirement home</u>	<u>0.30</u>	<u>X</u>	-
<u>M010</u>	<u>5</u>	<u>Kingston Ct. & Brementowne Dr.</u>	<u>0.24</u>	<u>X</u>	-
<u>M011</u>	<u>5</u>	<u>Centennial Circle Pkwy behind Menards</u>	<u>0.19</u>	<u>X</u>	-
<u>M012</u>	<u>5</u>	<u>Village Hall 16250 Oak Park Ave</u>	<u>3.98</u>		<u>X</u>
<u>M013</u>	<u>4</u>	<u>Harlem Ave Medians</u>	<u>0.04</u>		<u>X</u>
<u>M014</u>	<u>5</u>	<u>Oak Park north of 163rd St</u>	<u>0.96</u>	<u>X</u>	-
<u>M015</u>	<u>14</u>	<u>Pond North side of 168th St.</u>	<u>2.41</u>	<u>X</u>	-
<u>M016</u>	<u>8</u>	<u>167th St. north side Com Ed R.O.W.</u>	<u>0.07</u>	<u>X</u>	-
<u>M017</u>	<u>8</u>	<u>80th Av Parkways 163rd-167th st</u>	<u>0.75</u>	<u>X</u>	-
<u>M019</u>	<u>9</u>	<u>Lake Villa Ave and 163rd St</u>	<u>2.26</u>	<u>X</u>	-
<u>M020</u>	<u>9</u>	<u>Post 7 - 164th & Harlem Ave. E. side</u>	<u>0.08</u>	<u>X</u>	-
<u>M021</u>	<u>9</u>	<u>Harlem Ave. & 163rd St. island</u>	<u>0.22</u>		<u>X</u>
<u>M022</u>	<u>11</u>	<u>167th St Medians</u>	<u>0.01</u>		<u>X</u>
<u>M025</u>	<u>12</u>	<u>Post 1 -167th St Pump and Tanks 6640 167th St</u>	<u>1.62</u>		<u>X</u>
<u>M027</u>	<u>13</u>	<u>Easement North side of James St. Ridgeland to Leslie Ann</u>	<u>1.40</u>	<u>X</u>	-
<u>M028</u>	<u>14</u>	<u>Pond 167th St. & Cherry Hill</u>	<u>3.67</u>	<u>X</u>	-
<u>M029</u>	<u>14</u>	<u>Plum Ct. Pond</u>	<u>3.01</u>	<u>X</u>	-
<u>M030</u>	<u>14</u>	<u>Pond North side of 168th St.</u>	<u>2.29</u>	<u>X</u>	-
<u>M032</u>	<u>15</u>	<u>169th St. Waterford Pond easement</u>	<u>0.23</u>	<u>X</u>	-
<u>M033</u>	<u>15</u>	<u>Pond Waterford & 169th St.</u>	<u>3.50</u>		<u>X</u>
<u>M034</u>	<u>15</u>	<u>171st St from 84th to Grissom Dr (north side)</u>	<u>0.15</u>	<u>X</u>	-
<u>M035</u>	<u>15</u>	<u>Easement behind Kirby School (17000 80th</u>	<u>5.06</u>	<u>X</u>	-

		<u>Ave)</u>			
<u>M041</u>	<u>17</u>	<u>Sandy Ln Pond- Harlem and 168th Pl - On Demand Mowing for bottom of basin</u>	<u>1.68</u>	<u>X</u>	-
<u>M044</u>	<u>17</u>	<u>170th & Olcott parkway by bridge</u>	<u>1.59</u>	<u>X</u>	-
<u>M045</u>	<u>17</u>	<u>170th Pl. & Harlem guard rails E. & W. side</u>	<u>0.17</u>	<u>X</u>	-
<u>M047</u>	<u>17</u>	<u>170th Pl. & Oketo Ave. - empty lot</u>	<u>0.16</u>	<u>X</u>	-
<u>M049</u>	<u>17</u>	<u>Harlem Ave median, Sandy Ln to 170th</u>	<u>0.07</u>		<u>X</u>
<u>M050</u>	<u>17</u>	<u>Pond 171st & Olcott</u>	<u>11.73</u>		<u>X</u>
<u>M051</u>	<u>18</u>	<u>Easement North side Sayre Ave. & 168th St.</u>	<u>0.25</u>	<u>X</u>	-
<u>M052</u>	<u>18</u>	<u>Oak Park Ave. medians - Tinley Park Dr. to 171st St.</u>	<u>0.62</u>	<u>X</u>	-
<u>M057</u>	<u>19</u>	<u>Ridgeland Ave. - 167th St. to Willow Ln.</u>	<u>1.47</u>	<u>X</u>	-
<u>M058</u>	<u>19</u>	<u>Willow Lane Ditch</u>	<u>1.50</u>	<u>X</u>	-
<u>M059</u>	<u>13</u>	<u>167th St Parkway along cemetery</u>	<u>0.25</u>	<u>X</u>	-
<u>M060</u>	<u>20</u>	<u>Andres Pond</u>	<u>0.99</u>	<u>X</u>	-
<u>M061</u>	<u>20</u>	<u>Christopher Ct. island</u>	<u>0.06</u>	<u>X</u>	-
<u>M062</u>	<u>20</u>	<u>Gaynelle Bridge - parkways</u>	<u>0.15</u>	<u>X</u>	-
<u>M063</u>	<u>22</u>	<u>171st St Parkway - 92nd Ave to 94th Ave</u>	<u>0.33</u>	<u>X</u>	-
<u>M064</u>	<u>22</u>	<u>94th Ave Parkways 171st-175th</u>	<u>1.78</u>	<u>X</u>	-
<u>M065</u>	<u>22</u>	<u>Briar & Thornwood pond</u>	<u>1.31</u>	<u>X</u>	-
<u>M066</u>	<u>23</u>	<u>88th Ave - 172nd to 174th both sides of street</u>	<u>1.31</u>	<u>X</u>	-
<u>M068</u>	<u>23</u>	<u>Thurnberry Ln and Shetland Dr Vacant lot</u>	<u>0.56</u>	<u>X</u>	-
<u>M069</u>	<u>23</u>	<u>Mill Run & 171st St. pond & parkways</u>	<u>0.38</u>	<u>X</u>	-
<u>M071</u>	<u>36</u>	<u>175th St. Parkways Humber to 88th</u>	<u>1.05</u>	<u>X</u>	-
<u>M073</u>	<u>15</u>	<u>171st St Parkways</u>	<u>2.57</u>	<u>X</u>	-
<u>M074</u>	<u>24</u>	<u>175th St. 84th Ave. to Castle - parkways on N. side</u>	<u>0.51</u>	<u>X</u>	-
<u>M075</u>	<u>24</u>	<u>84th Ave. - 171st to 175th St.</u>	<u>1.74</u>	<u>X</u>	-

<u>M077</u>	<u>37</u>	<u>175th St. at ComEd right-of-way</u>	<u>0.27</u>	<u>X</u>	-
<u>M080</u>	<u>26</u>	<u>171st St Parkway - 80th to Ozark Ave (south side)</u>	<u>0.26</u>	<u>X</u>	-
<u>M083</u>	<u>26</u>	<u>175th St. - Oriole W. to town homes on N. side of street including the lift station</u>	<u>1.96</u>	<u>X</u>	-
<u>M087</u>	<u>27</u>	<u>175th Odell Av- Oriole Av</u>	<u>6.19</u>	<u>X</u>	-
<u>M088</u>	<u>18</u>	<u>171st St. & New England - parkways N. & S. sides</u>	<u>0.29</u>	<u>X</u>	-
<u>M090</u>	<u>28</u>	<u>Easement Triangle 175th St. & Hickory St.</u>	<u>0.25</u>	<u>X</u>	-
<u>M091</u>	<u>29</u>	<u>6720 North Street</u>	<u>0.28</u>	<u>X</u>	-
<u>M092</u>	<u>31</u>	<u>172nd St/66th Ct from 67th Ct to 173rd St</u>	<u>0.63</u>	<u>X</u>	-
<u>M093</u>	<u>29</u>	<u>6742 North St</u>	<u>1.30</u>	<u>X</u>	-
<u>M096</u>	<u>31</u>	<u>Oak Park Av Train Station south of RR</u>	<u>0.78</u>		<u>X</u>
<u>M098</u>	<u>29</u>	<u>Old Central School Lot</u>	<u>3.32</u>	<u>X</u>	-
<u>M099</u>	<u>28</u>	<u>Safety/Fire/Public Lot 17355 68th Ct</u>	<u>0.00</u>	<u>X</u>	-
<u>M101</u>	<u>29</u>	<u>Oak Park Av Train Station south of RR</u>	<u>0.31</u>		<u>X</u>
<u>M102</u>	<u>31</u>	<u>Easement 64th Ct. & Ridgeland</u>	<u>0.91</u>	<u>X</u>	-
<u>M104</u>	<u>34</u>	<u>94th Ave Parkways 175th-179th</u>	<u>3.47</u>	<u>X</u>	-
<u>M105</u>	<u>22</u>	<u>9191 W 175th St</u>	<u>0.07</u>		<u>X</u>
<u>M107</u>	<u>34</u>	<u>Ash & 176th - (9200 West)</u>	<u>0.16</u>	<u>X</u>	-
<u>M108</u>	<u>36</u>	<u>84th Ave from 175th to 179th</u>	<u>0.43</u>	<u>X</u>	-
<u>M109</u>	<u>36</u>	<u>Pond across from Prairie View School (8500 175th St) on 175th St.</u>	<u>3.38</u>	<u>X</u>	-
<u>M110</u>	<u>36</u>	<u>Pond north side of 179th St. & 86th</u>	<u>3.67</u>	<u>X</u>	-
<u>M111</u>	<u>24</u>	<u>S. of 175th at 88th Ave. - N. side of 175th St.</u>	<u>0.19</u>	<u>X</u>	-
<u>M113</u>	<u>37</u>	<u>175th St. & 80th Ave. W. parkways</u>	<u>0.58</u>	<u>X</u>	-
<u>M114</u>	<u>37</u>	<u>175th St. & Queen Mary Pond</u>	<u>1.81</u>	<u>X</u>	-
<u>M115</u>	<u>37</u>	<u>179th St. - 80th Ave. to 84th Ave. -</u>	<u>5.97</u>		<u>X</u>

		<u>parkways</u>			
<u>M116</u>	<u>37</u>	<u>Post 11 - empty lot on Cloverview</u>	<u>0.26</u>	<u>X</u>	-
<u>M117</u>	<u>39</u>	<u>Sandalwood - guardrail</u>	<u>0.13</u>	<u>X</u>	-
<u>M118</u>	<u>38</u>	<u>Bristol Park Pond</u>	<u>0.72</u>	<u>X</u>	-
<u>M119</u>	<u>40</u>	<u>179th St Parkways - Harlemt to Sayre</u>	<u>0.46</u>	<u>X</u>	-
<u>M120</u>	<u>40</u>	<u>Hickory Street Pump Station and N side of Hickory St</u>	<u>1.91</u>	<u>X</u>	-
<u>M121</u>	<u>44</u>	<u>Texas Roadhouse Drive/White Eagle Drive east</u>	<u>0.73</u>	<u>X</u>	-
<u>M122</u>	<u>44</u>	<u>Texas Roadhouse Drive/White Eagle Drive west and N and S 183rd St parkways</u>	<u>0.78</u>	<u>X</u>	-
<u>M124</u>	<u>44</u>	<u>183rd St Medians</u>	<u>4.41</u>	<u>X</u>	-
<u>M127</u>	<u>46</u>	<u>Pond South side 179th St. & 86th</u>	<u>3.61</u>	<u>X</u>	-
<u>M129</u>	<u>45</u>	<u>Pond Newcastle Drive & Mansfield Dr</u>	<u>13.54</u>	<u>X</u>	-
<u>M130</u>	<u>35</u>	<u>S 179th St Golden Pheasant to Upland Dr</u>	<u>0.90</u>	<u>X</u>	-
<u>M132</u>	<u>47</u>	<u>80th Av Parkways 179th-RR</u>	<u>0.16</u>	<u>X</u>	-
<u>M133</u>	<u>47</u>	<u>80th Av Parkways RR-183rd st</u>	<u>0.70</u>	<u>X</u>	-
<u>M134</u>	<u>47</u>	<u>Cork Rd Pond</u>	<u>0.47</u>	<u>X</u>	-
<u>M135</u>	<u>48</u>	<u>183rd St easement 76th to 80th (south side)</u>	<u>0.08</u>	<u>X</u>	-
<u>M136</u>	<u>48</u>	<u>7850 183rd St PW area</u>	<u>3.66</u>		<u>X</u>
<u>M137</u>	<u>48</u>	<u>7850 183rd St Police Station and PW area</u>	<u>2.77</u>		<u>X</u>
<u>M138</u>	<u>48</u>	<u>80th Av Parkways RR-183rd st east side</u>	<u>0.42</u>	<u>X</u>	-
<u>M139</u>	<u>48</u>	<u>80th Av Train Station</u>	<u>6.56</u>		<u>X</u>
<u>M142</u>	<u>48</u>	<u>Berm ESDA Garage (7780 183rd St)</u>	<u>0.63</u>	<u>X</u>	-
<u>M143</u>	<u>48</u>	<u>Easement Veterans Parkway 76th Ave to Timbers Drive</u>	<u>9.04</u>		<u>X</u>
<u>M144</u>	<u>48</u>	<u>7850 183rd St Police Station & Fire Training Tower</u>	<u>0.67</u>	<u>X</u>	-

<u>M145</u>	<u>39</u>	<u>Harlem Ave Median 177th St to 191st St</u>	<u>1.90</u>		<u>X</u>
<u>M148</u>	<u>51</u>	<u>Easement 182nd Street & Sayre Avenue</u>	<u>0.77</u>	<u>X</u>	-
<u>M149</u>	<u>52</u>	<u>181st St. & 65th Ave. Detention N. & S.</u>	<u>1.52</u>	<u>X</u>	-
<u>M150</u>	<u>53</u>	<u>Easement 183rd St & Ridgeland</u>	<u>1.37</u>	<u>X</u>	-
<u>M151</u>	<u>52</u>	<u>183rd St. & Oak Park Ave. cornerse</u>	<u>0.45</u>	<u>X</u>	-
<u>M152</u>	<u>47</u>	<u>Easement 181st St. & Highland</u>	<u>0.59</u>	<u>X</u>	-
<u>M153</u>	<u>44</u>	<u>183rd 91st Ave-94th Ave</u>	<u>1.42</u>	<u>X</u>	-
<u>M156</u>	<u>44</u>	<u>92nd Ave. S. of 183rd parkway</u>	<u>0.86</u>	<u>X</u>	-
<u>M159</u>	<u>46</u>	<u>183rd Black Oak Dr-88th Ave</u>	<u>0.26</u>	<u>X</u>	-
<u>M160</u>	<u>58</u>	<u>183rd ST PARKWAY 183rd PL to Tralee Trl</u>	<u>0.83</u>	<u>X</u>	-
<u>M161</u>	<u>59</u>	<u>185th St Parkway</u>	<u>0.32</u>	<u>X</u>	-
<u>M162</u>	<u>61</u>	<u>Convention Center Dr /183rd St.</u>	<u>0.41</u>	<u>X</u>	-
<u>M163</u>	<u>61</u>	<u>North & South Sides of Creek Next to Jovan Broadcasting</u>	<u>4.15</u>	<u>X</u>	-
<u>M164</u>	<u>65</u>	<u>Easement Prosperi & 191st</u>	<u>3.52</u>	<u>X</u>	-
<u>M166</u>	<u>69</u>	<u>80th Ave. - parkways 191st St. to Greenway Blvd.</u>	<u>1.63</u>	<u>X</u>	-
<u>M168</u>	<u>70</u>	<u>7801 191st St Fire House # 4</u>	<u>0.83</u>		<u>X</u>
<u>M169</u>	<u>71</u>	<u>Post #13 Brookside Glen lift stations 7408 1/2 W Ridgfield Lane E. & W. of 80th Ave.</u>	<u>0.25</u>	<u>X</u>	-
<u>M170</u>	<u>75</u>	<u>Tinley Park signs weed killer Ridgeland Av & Vollmer Rd</u>	<u>0.00</u>	<u>X</u>	-
<u>M171</u>	<u>53</u>	<u>18301 S Ridgeland Post 2 - 183rd St Pump and Tanks</u>	<u>2.91</u>		<u>X</u>
<u>M172</u>	<u>45</u>	<u>183rd st pond between 91st ave and Hilltop Ct</u>	<u>2.21</u>	<u>X</u>	-
<u>M173</u>	<u>67</u>	<u>88th Ave parkways both sides from Brookside Glen Dr to southern village boundary</u>	<u>1.59</u>	<u>X</u>	-
<u>M174</u>	<u>68</u>	<u>Brookside Glen Dr parcel perpendicular to</u>	<u>0.18</u>	<u>X</u>	-

		<u>Meadows Edge Trl</u>			
<u>M175</u>	<u>77</u>	<u>80th Ave parkways east and west sides</u>	<u>2.10</u>	<u>X</u>	-
<u>M178</u>	<u>11</u>	<u>Oak Park Frontage Rd Island (between 165th Pl and 164th St)</u>	<u>0.46</u>	<u>X</u>	-
<u>M179</u>	<u>11</u>	<u>Vacant Lot (between Sussex Rd and Chelsea Rd)</u>	<u>0.25</u>	<u>X</u>	-
<u>M180</u>	<u>13</u>	<u>Turf Median Half Circle on Ganynelle Rd</u>	<u>0.18</u>	<u>X</u>	-
<u>M181</u>	<u>18</u>	<u>Small parking lot perimeter on 171st st and oak park ave (west of oak park and north of 171st)</u>	<u>0.04</u>	<u>X</u>	-
<u>M182</u>	<u>19</u>	<u>Parkways on N and S forest Glenn (east of ridgeland; including vacant lot)</u>	<u>0.34</u>	<u>X</u>	-
<u>M183</u>	<u>24</u>	<u>Parkway on E side of 88th ave (from 175th St two houses north)</u>	<u>0.11</u>	<u>X</u>	-
<u>M184</u>	<u>26</u>	<u>Vacant Lot (North of 173rd and West of Oriole Ave)</u>	<u>0.10</u>	<u>X</u>	-
<u>M185</u>	<u>26</u>	<u>Rear easement behind homes (West of Ozark Ave, North of 174th)</u>	<u>0.25</u>	<u>X</u>	-
<u>M186</u>	<u>40</u>	<u>Vacant Lot (W of 175th and N of Hickory St)</u>	<u>0.44</u>	<u>X</u>	-
<u>M187</u>	<u>37</u>	<u>80th Ave East Parkway (From Cartier Ave to Champlain Ave)</u>	<u>0.20</u>	<u>X</u>	-
<u>M188</u>	<u>51</u>	<u>Retention area (N of 183rd St and E of Harlem Ave)</u>	<u>0.22</u>	<u>X</u>	-
<u>M189</u>	<u>51</u>	<u>183rd st North Parkway (W of M150 to about 200 feet before 65 Ct)</u>	<u>0.57</u>	<u>X</u>	-
<u>M190</u>	<u>57</u>	<u>183rd Pl north side parkway (W of Crossing Dr)</u>	<u>0.88</u>	<u>X</u>	-
<u>M192</u>	<u>68</u>	<u>Tinley Terrace mowing strip</u>	<u>0.49</u>	<u>X</u>	-
<u>M193</u>	<u>22</u>	<u>LaGrange Rd medians (171st St to 179th St)</u>	<u>3.51</u>	<u>X</u>	-
<u>M196</u>	<u>26</u>	<u>Tinley Downs Northern Portion(mowed weekly)</u>	<u>6.37</u>	<u>X</u>	-
<u>M197</u>	<u>26</u>	<u>Pond area N of 172nd and E of 80th</u>	<u>0.54</u>	<u>X</u>	-

<u>M198</u>	<u>26</u>	<u>Tinley Downs Southern Portion(mowed on demand)</u>	<u>4.92</u>	<u>X</u>	-
<u>M199</u>	<u>28</u>	<u>East side of southernmost tip of 69th ave</u>	<u>0.11</u>	<u>X</u>	-
<u>M200</u>	<u>18</u>	<u>S of "H" shaped building E of Harlem ave</u>	<u>0.34</u>	<u>X</u>	-
<u>M201</u>	<u>1</u>	<u>Post 6</u>	<u>0.02</u>	<u>X</u>	-
<u>M203</u>	<u>22</u>	<u>Vacant Lot 9559 175th St</u>	<u>0.54</u>	<u>X</u>	-
<u>M204</u>	<u>32</u>	<u>Parkways and perimeter areas around Panduit Pond</u>	<u>1.40</u>	<u>X</u>	-
<u>M205</u>	<u>10</u>	<u>Fire station 47 property and parkways</u>	<u>0.36</u>		<u>X</u>
<u>M206</u>	<u>30</u>	<u>Vogt Plaza</u>	<u>0.04</u>		<u>X</u>
<u>M207</u>	<u>67</u>	<u>Fairfield Glen - parkway - wetlands</u>	<u>0.18</u>	<u>X</u>	-
<u>M208</u>	<u>14</u>	<u>8430 w. 168th St. by creek easement</u>	<u>0.14</u>	<u>X</u>	-
<u>*Refer to Mowing Map book to find sites on corresponding Map/Grid Page Numbers.</u>			-	-	-

LIST OF MAINTENANCE SERVICES TO BE PERFORMED

A detailed breakdown of the maintenance category that applies to each site can be found above and on the bid tab pages. In general, standard turf only sites require treatment program 1, and select high profile sites require treatment program 2.

TREATMENT PROGRAM 1

This is the standard turf areas treatment program intended to manage turf in Village owned and Village maintained areas. Apply two rounds of treatments throughout standard turf areas annually. One application during the spring application window and once in the late summer application window. Any scheduled herbicide applications require four (4) days advanced notice to VOTP, and are subject to approval. Certain public buildings and facilities may require weekend or after hours applications, as directed by VOTP. All applications are to be performed in accordance with the manufacturer's specifications, by a state licensed pesticide applicator. Chemical Specifications are noted below.

TREATMENT PROGRAM 2

This is an intense treatment program intended to keep high profile Village sites looking their very best, including turf as well as landscape beds. Certain public buildings and facilities such as Village Hall may require weekend or after hours applications, as directed by VOTP. The program consists of four (4) annual applications for turf areas, and three (3) applications of appropriate herbicide to manage weeds and vegetation in planting bed areas. In addition to applications, this program also includes plant health care monitoring. During their scheduled visits, the Contractor shall monitor and identify any plant

diseases and pests, and suggest treatment strategies with the Street Superintendent. Any treatments chosen will be considered additional services, and are subject to approval through a new proposal. Chemical Specifications are noted below.

LAWN CHEMICAL APPLICATION SPECIFICATIONS

The following products or approved equals

Spring Application: Between April 10th and April 30th

25-0-5 + 20% Barricade, $\frac{3}{4}$ lb. rate, escalate low-odor broadleaf weed control

- Granular fertilizer over all properties
- Crabgrass pre emergence weed control over all properties
- Post emergence weed control
- Includes no charge for going back to retreat weeds within 30-days of application at any given site if necessary

Late Spring/Early Summer Application: May 24th to June 7th

17-0-3 Liquid Weed Control or depending on weeds present low-odor broadleaf weed control

- Granular fertilizer over all properties
- Post emergence weed control
- Includes no charge for going back to retreat weeds within 30-days of application at any given site if necessary

Late Summer Application: July 23rd-August 6th (At least 30 days after previous application)

25-0-5, post-emergent

- Granular fertilizer over all properties
- Post emergence weed control
- Includes no charge for going back to retreat weeds within 30-days of application at any given site if necessary

Fall Application: September 7th to September 30th

25-0-5, 1 lb rate, post-emergent low-odor broadleaf weeds control as needed

- Granular fertilizer over all properties
- Post emergence weed control
- Includes no charge for going back to retreat weeds within 30-days of application at any given site if necessary

LANDSCAPE BEDS/VEGETATION MANAGEMENT SPECIFICATIONS**Vegetation Control applications for beds**

- 3 X applications total: Spring, Summer & Fall
- Razor & Surflan (depending on area treated)

Below are possible treatments if problem exists. Plant Health Care monitoring will determine if action is required, and treatments will be approved on an as needed "on-demand" basis.

LANDSCAPE BEDS/ PLANT HEALTH CARE SPECIFICATIONS (ON-DEMAND ONLY)**Spring Fertilization: April**

17-2-5 deep root feeding

Late Spring Insect & Disease Application: Late May (conditions depending)

Insecticide: Tristar & Miticide

Fungicides: Tourny

Early Summer Insect & Disease Applications: Late June / Early July

Insecticide: TriStar & Miticide

Fungicide: Tourny

Fall Fertilization: September

17-2-5 deep root feeding

CORE AERATION SPECIFICATIONS (ON-DEMAND ONLY)**After September 6th but before October 15th**

- Aerator holes shall be 3 inches deep, no more than 4 inches apart and generally no less than ¾ inch in diameter.
- If applicable, cleanup of any adjacent hard surfaces or paved areas must be done prior to departing the property

**VILLAGE OF TINLEY PARK
2023
SERVICE CONTRACT**

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

1. In consideration of the compensation stated in paragraph 2, the Contractor shall provide all the services described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference. The express terms of this Contract shall take precedence and control over any term or provision of the Scope of Services (Exhibit A) that in any way conflicts with, differs from, or attempts to alter the terms of this Contract.
2. Except in the event of a duly authorized change order approved by the Village as provided in this Contract, and in consideration of the Contractor's final completion of all work in conformity with this Contract, the Village shall pay the Contractor an amount not to exceed **Forty one thousand one hundred seven 00/100 Dollars (\$41,107.00)**. Within thirty (30) calendar days of completion of the work, the Contractor shall submit his application for payment to the Village, and the Village shall pay Contractor for the work performed no later than **thirty (30)** calendar days from the date of the Village's receipt and the Village's approval of the work and the application for payment. No payment shall be made by the Village until the Contractor has submitted to the Village (i) a Contractor's Affidavit listing all subcontractors and material suppliers utilized on the project and (ii) final waivers of lien from the Contractor, all subcontractors and all material suppliers.
3. No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from the Village Manager or his designee. The Contractor shall not execute change orders on behalf of the Village or otherwise alter the financial scope of the Project.
4. Written change orders may be approved by the Village Manager or his designee provided that the change order does not increase the amount set forth in paragraph 2 of this Contract to more than \$10,000.00. Changes in excess of this amount must be approved by the Village Board prior to commencement of the services or work. **If a requested change causes an increase or decrease in the cost of or time required for the performance of the contract, Contractor will agree to an equitable adjustment in the contract price or performance schedule, or both. Neither party is obligated to comply with requested changes unless and until both parties execute a written change order.**
5. **Time is of the essence on this Contract.** The Contractor shall complete all work under this Contract by the dates set forth below:

April 30, 2024
6. No "Notice to Proceed" may be given nor any work commenced until this Contract is fully executed and all exhibits and other attachments are completely filled out and attached hereto.
7. It is understood and agreed by the parties that the Contractor is an independent contractor retained for the above-mentioned purpose. The Village shall not control the manner nor the means of the Contractor's performance, but shall be entitled to a work product as described herein. The term "subcontractor" shall mean and include only those hired by and

having a direct contract with Contractor for performance of work on the Project. The Village shall have no responsibility to any subcontractor employed by a Contractor for performance of work on the Project, and all subcontractors and material suppliers shall look exclusively to the Contractor for any payments due. The Village will **not** be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. Every subcontractor shall be bound by the terms and provisions of this Contract as far as applicable to their work. The Contractor shall be fully responsible to the Village for the acts and omissions of its subcontractors, and shall ensure that any subcontractors perform in accordance with the requirements of this Contract. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the Village. The Contractor is solely responsible for the safety procedures, programs and methods of its employees and agents and shall hold the Village harmless for any and all damages resulting from violations thereof. The Contractor shall comply with all applicable federal, State and local safety laws and regulations.

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

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

CERTIFICATIONS BY CONTRACTOR**Eligibility to Contract**

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

TruGreen Commercial
Name of Contractor (please print)

Brian Ryz
Submitted by (signature)

General Manager
Title

Certificate of Compliance with Illinois Human Rights Act

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

TruGreen Commercial
Name of Contractor (please print)

Brian Ryz
Submitted by (signature)

General Manager
Title

Certificate of Compliance with Illinois Drug-Free Workplace Act

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

TruGreen Commercial
Name of Contractor (please print)

Brian Ryz
Submitted by (signature)

General Manager
Title

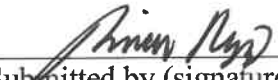
Certificate of Compliance with Prevailing Wage Requirements

The undersigned hereby certifies that:

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

NA

Name of Contractor (please print)



Submitted by (signature)

General Manager

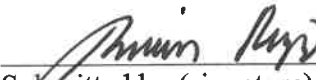
Title

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

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

Trogreen Commercial

Name of Contractor (please print)



Submitted by (signature)

General Manager

Title

Certificate Regarding Sexual Harassment Policy

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

Tru Green Commercial
Name of Contractor (please print)

[Signature]
Submitted by (signature)

General Manager
Title

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

The undersigned hereby certifies that:

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

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

Tru Green Commercial
Name of Contractor (please print)

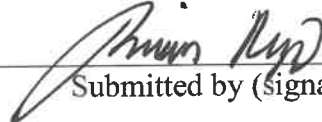
[Signature]
Submitted by (signature)

General Manager
Title

Employment of Illinois Workers on Public Works Act

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

Tru Green Commercial
Name of Contractor (please print)


Submitted by (signature)

General Manager
Title

CONTRACTOR NAMEBY: Brian Rizzo (Trugreen Commercial) 3/15/23
DatePrinted Name: Brian RizzoTitle: General Manager**VILLAGE OF TINLEY PARK**BY: _____
Michael Glotz, Village President
(required if Contract is \$20,000 or more)_____
Date

ATTEST:

Village Clerk
(required if Contract is \$20,000 or more)_____
Date**VILLAGE OF TINLEY PARK**BY: _____
Village Manager_____
Date

SCOPE OF SERVICES

Attached Scope of work for Lawn Treatment as detailed in:

- Proposal Title Lawn Treatment dated February 9, 2021

Exhibit B

INSURANCE REQUIREMENTS

(See Risk Manager for Insurance Requirements)

**Interoffice****Memo**

Date: March 17, 2023

To: Village Board

From: Pat Carr, Village Manager *PC*

Subject: Lincolnway 210 IGA – Radio System

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

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION NO. 2023-R-032

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

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

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

RESOLUTION NO. 2023-R-032**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE BOARD OF EDUCATION OF LINCOLN-WAY COMMUNITY HIGH SCHOOL DISTRICT 210 AND THE VILLAGE OF TINLEY PARK**

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into an Intergovernmental Agreement with Lincoln-Way Community High School District 210, a true and correct copy of such Intergovernmental Agreement being attached hereto and made a part hereof as **EXHIBIT 1**; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interests of said Village of Tinley Park that said Intergovernmental Agreement be entered into by the Village of Tinley Park, and but for the provision of the inducements therein the property would not be developed as provided therein;

NOW, THEREFORE, Be It Resolved by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

Section 1: The Preambles hereto are hereby made a part of, and operative provisions of, this Resolution as fully as if completely repeated at length herein.

Section 2: That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interests of the Village of Tinley Park and its residents that the aforesaid "Intergovernmental Agreement" be entered into and executed by said Village of Tinley Park, with said Agreement to be substantially in the form attached hereto and made a part hereof as **EXHIBIT 1**.

Section 3: That the President and Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois are hereby authorized to execute for and on behalf of said Village of Tinley Park the aforesaid Intergovernmental Agreement.

Section 4: That this Resolution shall take effect from and after its adoption and approval.

ADOPTED this 21st day of March, 2023, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 21st day of March, 2023, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

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

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

CERTIFICATE

I, NANCY M. O’CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2023-R-032, “**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE BOARD OF EDUCATION OF LINCOLN-WAY COMMUNITY HIGH SCHOOL DISTRICT 210 AND THE VILLAGE OF TINLEY PARK,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on March 21, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 21st day of March, 2023.

VILLAGE CLERK

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

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SIGNATURE PAGE FOLLOWS

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

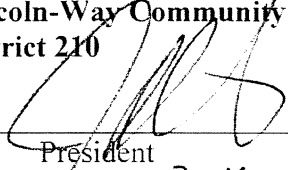
VILLAGE OF TINLEY PARK

By: _____
Its: _____
Date: _____

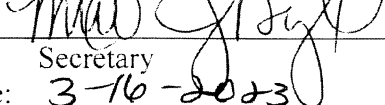
ATTEST:

By: _____
Its: _____
Date: _____

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

By:  _____
Its: President
Date: 3-16-2023

ATTEST:

By:  _____
Its: Secretary
Date: 3-16-2023

SCOPE OF EQUIPMENT IMPLEMENTATION

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

RAFFLE LICENSE APPLICATION

Date: 3/5/231. Organization name: GiGi's Playhouse Tinley Park2. Organization address: 15954 S. Harlem Ave. Tinley Park, IL 60477

3. Mailing address if different from above:

4. Check type of not-for-profit organization (must be in existence for a period of five years and attached documentary evidence):

☐ Religious☐ Charitable☐ Labor☐ Fraternal☒ Educational☐ Veterans☐ Business5. How long has the organization been in existence: Sept 20136. Place and date of incorporation: Chicago, April 20137. Number of members in good standing: Board Members = 88. President/chairperson: Rich Facko

Address: [REDACTED]

Phone: [REDACTED] Email: r.facko@gigisplayhouse.org9. Raffle manager: Lisa Callaghan

Address: [REDACTED]

Phone: [REDACTED] Email: lcallaghan@gigisplayhouse.org

10. Designated member(s) responsible for conduct and operation of raffle (attached additional sheets if necessary):

Name: Lisa Callaghan

Address: [REDACTED] Phone: [REDACTED]

Name: Nancy Mines

Address: [REDACTED] Phone: [REDACTED]

11. License delivery option (check all that apply):

☒ By regular U.S. mail to the organization mailing address☒ By electronic mail, please provide email address: lcallaghan@gigisplayhouse.org12. Date(s) for raffle ticket sales (include days of the week): Monday, May 15th - Friday October 27th

13. Location of ticket sales: 15954 S. Harlem Tinley Park, IL 60477
14. Name and address of location for determining winners:
Tuscany Falls Banquets 9425 W 191st St Mokena, IL 60448
15. Date(s) for determining winners (include days of the week):
Friday, October 27th
16. Total retail value of all prizes (maximum prize amount \$250,000): \$ 25,000
17. Maximum retail value of each prize: \$ one prize \$10,000 one prize \$2,500 2 prizes \$1,000
18. Maximum price charged of each ticket (chance) sold: \$ 100.00 1 prize \$500
19. Is this a queen of hearts raffle? ☒ No ☐ Yes
20. § 132.38 Fidelity Bond Required

All operations of and the conduct of raffles as provided for in this subchapter shall be under the supervision of a single manager designated by the organization. Such manager shall give a Fidelity bond in the sum of \$165,000 or two times the aggregate value of prizes, whichever is less, in favor of the licensee conditioned upon his honesty in the performance of his duties. The bond shall provide that notice shall be given in writing to the Village of Tinley Park not less than thirty (30) days prior to cancellation. Bonds as provided for in this section may be waived provided the license issued for such raffle shall contain a waiver provision and shall be approved only by unanimous vote of the members of the licensed organization.

☐ Fidelity bond ☒ Waiver of bond statement by organization

"The undersigned attest that the above-named organization is an organized not-for-profit under the law of the State of Illinois and has been continuously in existence for five (5) years, preceding date of this application, and that during this entire five (5) year period preceding date of application, it has maintained a bona fide membership actively engaged in carrying out its objectives. The undersigned do hereby state under penalties of perjury that all statements in the foregoing application are true and correct; that the officers, operators and workers of the game are bona fide members of the sponsoring organization and are all of good moral character and have not been convicted of a felony; that if a license is granted hereunder, the undersigned will be responsible for the conduct of the games in accordance with the provisions of the laws of the State of Illinois and this jurisdiction governing the conduct of such games."

Name of Organization: GiGi's Playhouse Tinley Park

Executive Director: EM Caley

TO BE COMPLETED BY VILLAGE STAFF

Date Received:

Date Approved: _____

Date Expires:

Date Denied: _____

Approval: _____

Village Clerk

APPROVED APPLICATION SERVES AS LICENSE

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Voucher List
Village of Tinley Park

Page: 1

Bank code : ap ff

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
1134	2/5/2023	018696 HENRY'S HOUSE OF DECORATED	1233		STRATEGEM BACKPACKS, EMBRO 36-00-000-73610	11,455.00
Total :						11,455.00
1 Vouchers for bank code : ap_ff						Bank total : 11,455.00

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Voucher List
Village of Tinley Park

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Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
201265	3/10/2023	012569 4IMPRINT, INC.	10935653	VTP-019808	PROMOTIONAL ITEMS - TRI-BAND 01-35-000-73210	1,194.59
					Total :	1,194.59
201266	3/10/2023	006514 ALPHAGRAPHS	25736		VALUE COLOR PRINTING - BLUE P 60-00-000-72310	9.45
					64-00-000-72310	4.05
					Total :	13.50
201267	3/10/2023	016616 AMERICAN MEDICAL RESPONSE	10938		EMS SERVICE AGREEMENT 2/1-2/2 01-21-000-72856	44,504.58
					Total :	44,504.58
201268	3/10/2023	002570 AMERICAN SALES	176620		SHAMROCK WREATH, ST PAT'S WI 01-26-023-73870	87.88
			339620		SHAMROCK WREATH, ST PATS WF 01-26-023-73870	67.90
					Total :	155.78
201269	3/10/2023	002628 AMERICAN WATER	4000254818		MARCH '23 FLAT MONTHLY FEE 64-00-000-73225	455.67
					Total :	455.67
201270	3/10/2023	002424 AMERICAN WATER WORKS ASSOC	S063147		AWWA MEMBERSHIP A.SCHATTKE 01-26-023-72720	162.67
					60-00-000-72720	81.33
					Total :	244.00
201271	3/10/2023	011720 APWA	800930		2023 NATIONAL PUBLIC WORKS W 60-00-000-72310	15.71
					64-00-000-72310	6.73
					01-26-023-72310	22.44
					01-26-024-72310	11.22
					Total :	56.10
201272	3/10/2023	002537 AURELIO'S PIZZA	020823		TERRY LUSBY JR GOING AWAY PA 60-00-000-72220	60.06
					63-00-000-72220	60.06

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Village of Tinley Park

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Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
201272	3/10/2023	002537 AURELIO'S PIZZA	(Continued)		64-00-000-72220	51.48
					01-26-023-72220	171.60
					01-26-024-72220	85.80
					Total :	429.00
201273	3/10/2023	003166 B & J TOWING AND AUTO REPAIR	22062		SAFETY INSPECTION	
					01-26-023-72266	140.00
					60-00-000-72266	20.65
					63-00-000-72266	20.65
					64-00-000-72266	17.70
					Total :	199.00
201274	3/10/2023	016817 BEVERLY SNOW AND ICE INC	63041		MUNICIPAL PARKING LOT SNOW R	
			63874	VTP-019614	01-26-023-72785	69,915.00
			63936	VTP-019614	MUNICIPAL PARKING LOT SNOW R	
				VTP-019614	01-26-023-72785	25,500.00
				VTP-019614	MUNICIPAL PARKING LOT SNOW R	
				VTP-019614	01-26-023-72785	6,585.00
					Total :	102,000.00
201275	3/10/2023	020603 BILL FIGEL PUBLIC RELATION LLC	009		PR ACTIVITIES FEBRUARY '23	
					01-14-000-72790	1,500.00
					Total :	1,500.00
201276	3/10/2023	012966 BOLING, THOMAS	02-23		MONTHLY RETAINER FEB '23	
					01-16-000-72650	1,500.00
					Total :	1,500.00
201277	3/10/2023	003243 CDW GOVERNMENT INC	GT56476		STARTECH 3FT DUPLEX MM FIBER	
			GW95910		01-16-000-74128	33.90
					RAM 1.5 BALL MOUNT W/2 2.5 BAS	
					01-16-000-74128	1,895.60
					Total :	1,929.50
201278	3/10/2023	014026 CHANDLER SERVICES CORPORATION	29114		PIERCE VELOCITY, OIL BATH SEAL	
					01-19-000-72540	968.21

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
201278	3/10/2023	014026	014026 CHANDLER SERVICES CORPORATI (Continued)		Total :	968.21
201279	3/10/2023	020885	CHICAGO FIRE DEPARTMENT PIPES	020823	PIPE AND DRUM BAND FOR IRISH	
				VTP-019783	01-35-000-72923	800.00
					Total :	800.00
201280	3/10/2023	015199	CHICAGO PARTS & SOUND LLC	1CR0057963	REASON CODE: 92 CORE RETURN	
				2J0004083	01-19-000-72540	-11.00
				2J0004088	INSTALL PRINTERS IN 13 VEHICLE	
					01-16-000-72650	1,625.00
					INSTALL NEW TIMER IN UNIT 20B,	
					01-17-205-72540	139.50
				3-0053693	BELT SERPENTINE, BELT ONLY FO	
					01-19-000-72540	69.50
				3-0053944	FIRE 1161 BAT, CORE CHEVY TAHOE	
					01-19-000-72540	153.74
				3-0054337	FAN AND MOTOR 1SAM POLICE	
					01-17-205-72540	148.01
				3-0054360	TPMS SENSOR ASSY POLICE STOR	
					01-17-205-72540	130.76
				3-0054390	NLA CATALYTIC CONVERTER - ELE	
					01-26-024-72540	12.41
				3-0054400	CABIN FILTER UNIT #13	
					01-26-024-72540	21.18
					Total :	2,289.10
201281	3/10/2023	017581	CHICAGO STOCK YARD KILTY BAND	020723	PIPE AND DRUM BAND FOR IRISH	
					01-35-000-72923	1,000.00
					Total :	1,000.00
201282	3/10/2023	013820	CINTAS CORPORATION	5148638712	MEDICINE CABINET - FD #48	
					01-26-025-73117	183.23
				5148638727	MEDICINE CABINET - PUMP HOUSE	
					01-26-025-73117	9.24
				5148638739	MEDICINE CABINET - FD #49	
					01-26-025-73117	226.68
				5148638740	MEDICINE CABINET - PW GARAGE	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
201282	3/10/2023	013820 CINTAS CORPORATION	(Continued)			
			5148638744		01-26-025-73117 MEDICINE CABINET - PUMP HOUSI	357.13
			5148638745		01-26-025-73117 MEDICINE CABINET - PD	51.66
			5148638746		01-26-025-73117 MEDICINE CABINET - FD TRAINING	317.95
			5148638748		01-26-025-73117 MEDICINE CABINET - FD #46	132.50
			5148638772		01-26-025-73117 MEDICINE CABINET - PUBLIC SAFE	236.85
			5148638775		01-26-025-73117 MEDICINE CABINET - FD #47	328.19
			5148638797		01-26-025-73117 MEDICINE CABINET - PD SHOOTIN	219.26
			5148638798		01-26-025-73117 MEDICINE CABINET - VH	14.22
					01-26-025-73117	169.90
					Total :	2,246.81
201283	3/10/2023	013878 COMED - COMMONWEALTH EDISON	2777112019		ACCT#2777112019 175TH ST & SAN	
			3214011009		01-26-023-72510 ACCT#3214011009 16853 LAKEWO	426.73
			8363023007		64-00-000-72510 ACCT#8363023007 179TH ST & 82N	316.54
					60-00-000-72510	410.50
					63-00-000-72510	410.49
					Total :	1,564.26
201284	3/10/2023	018311 CONNECTION	73669873		VIDEO ADAPTER HDMI TO VGA	
			73709309		01-16-000-74128 WRLS KEYB MOUSE DESKTOP US	23.60
			73738099		01-16-000-74128 720J 6OUT5 CORD 25K REG PLU	15.96
			73784759		01-16-000-74128 VIDEO ADAPTER HDMI TO VGA	25.58
					01-16-000-74128	42.21

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
201284	3/10/2023	018311 CONNECTION	(Continued) 73789430		WRLS KEYB MOUSE DESKTOP US 01-16-000-74128	95.76
			73799234		15FT DISPLAYPORT TO HDMI CABL 01-16-000-74128	26.17
			73813150		64GB USBS3.2 GEN 1 DATATRAVEL 01-21-210-73110	64.60
			73824704		VH-DISPLAY ADAPTER 01-16-000-74128	25.19
			73828910		GIGABIT SFP TRANSCE-IVER 01-16-000-74128	184.92
			73840170		QVS DISPLAY PORT MALE TO VGA 01-16-000-74128	47.82
			73840185		HP 78A BLACK TONER CART 2.1K 01-16-000-74128	83.94
Total :						635.75
201285	3/10/2023	012826 CONSTELLATION NEWENERGY, INC.	64457959501		ACCT#875227 UTIL#5095140029 17 64-00-000-72510	3,094.76
Total :						3,094.76
201286	3/10/2023	018234 CORE & MAIN LP	S405205		MISC MATERIAL - 2 FLIP CPLG - EM 60-00-000-73631	1,207.34
			S412144		64-00-000-73631	517.40
					MISC MATERIAL - SNAP ON SOCKE 60-00-000-73410	109.71
					63-00-000-73410	12.19
					64-00-000-73410	52.25
Total :						1,898.89
201287	3/10/2023	018152 CORE INTEGRATED MARKETING	126252		VTP BANNER WITH POLE POCKET 01-35-000-72923	82.32
Total :						82.32
201288	3/10/2023	003635 CROSSMARK PRINTING, INC	90144		GRANDMARSHALL AND FLOAT BAI 01-35-000-72923	692.50

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
201288	3/10/2023	003635	003635 CROSSMARK PRINTING, INC	(Continued)	Total :	692.50
201289	3/10/2023	020338	DACRA TECH LLC	DT2023-02-53	E-TICKETING SUBSCRIPTION FY23	
				VTP-019489	30-00-000-74132	2,000.00
					Total :	2,000.00
201290	3/10/2023	018379	DM INDUSTRIAL JANITORIAL SERV	7384	JANITORIAL SERVICES AT POLICE	
				VTP-019799	01-26-025-72525	3,720.00
					Total :	3,720.00
201291	3/10/2023	004009	EAGLE UNIFORM CO INC	IINV-13338	FIRE MEMBER UNIFORMS (CLASS	
				VTP-019131	01-19-000-73610	106.00
			INV-13220	VTP-019131	FIRE MEMBER UNIFORMS (CLASS	
			INV-13250	VTP-019131	01-19-000-73610	200.00
			INV-13294	VTP-019131	FIRE MEMBER UNIFORMS (CLASS	
				VTP-019131	01-19-000-73610	120.00
					Total :	634.00
201292	3/10/2023	004033	EFFECTIVE SIGNS	23-2-039	96X96" 13OZ 4C PRINTED BANNER	
					01-17-205-72974	285.00
					Total :	285.00
201293	3/10/2023	004019	EVON'S TROPHIES & AWARDS	012523	GRAND MARSHALL SASH - ST PATI	
					01-35-000-72923	74.20
					Total :	74.20
201294	3/10/2023	015058	FLEETPRIDE	105995855	2.5" ROUND CLEARANCE MARKER	
					01-26-023-72540	15.34
					Total :	15.34
201295	3/10/2023	012941	FMP	52-532345	FVP BRAKE ROTOR - POLICE FRO	
				52-532611	01-17-205-72540	139.50
				52-532745	WHEEL BEARING AND HUB ASSY	
					01-17-205-72540	338.54
					FVP 5W30SB-AQ - SNY BLEND OIL	
					01-26-023-72540	42.12

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Village of Tinley Park

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
201295	3/10/2023	012941 012941 FMP	(Continued)		Total :	520.16
201296	3/10/2023	011611 FOX VALLEY FIRE & SAFETY CO.	IN00581196		RADIO INSTALLATION WORKSITE : 14-00-000-72800	1,009.00
					Total :	1,009.00
201297	3/10/2023	012872 GMIS ILLINOIS	2018620		REGISTRATION FOR "GIANTS 2023" 01-16-000-72170	125.00
					Total :	125.00
201298	3/10/2023	004493 GORDON FOOD SERVICE INC.	768196395		TABLECLOTHS FOR DISPLAYS 01-35-000-72923	21.52
					Total :	21.52
201299	3/10/2023	014491 HANSEN DOOR INC.	11780		LOCATION W-E-S-D COMMERCIAL 01-26-025-72520	130.00
			11787		PUBLIC WORKS BLDG LOCATION : 01-26-025-72520	175.00
			11791		POLICE STATION EAST GATE RES 01-26-025-72520	167.00
					Total :	472.00
201300	3/10/2023	019784 HEARTLAND BUSINESS SYSTEMS LLC	582304-H	VTP-019473	FIRE DEPARTMENT SHAREPOINT : 30-00-000-74159	555.00
					Total :	555.00
201301	3/10/2023	018696 HENRY'S HOUSE OF DECORATED	1261		CARHARTT NAVY THERMAL LINED 01-19-000-73610	372.00
					Total :	372.00
201302	3/10/2023	012281 HINCKLEY SPRINGS	5977593021823		ACCT#32542175977593 FEB '23 WA 01-21-210-73110	122.39
					Total :	122.39
201303	3/10/2023	001487 HOMEWOOD DISPOSAL SERVICE	8208408		30YD EXCHANGE-HAUL, DUMP CH 01-26-023-72890	486.80
					Total :	486.80

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Voucher List
Village of Tinley Park

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Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
201304	3/10/2023	004875 IRMA	SALES0020706		JANUARY '23 DEDUCTIBLE 70-00-000-72541	980.00
					Total :	980.00
201305	3/10/2023	005251 J AND R SALES AND SERVICE INC.	2029		HP 5.2 OZ OIL 01-26-023-73410	6.58
					Total :	6.58
201306	3/10/2023	017603 LAKESIDE CONSULTANTS	030123		FEB '23 SERVICES INVOICE - PLAN 01-33-300-72790	10,595.00
					Total :	10,595.00
201307	3/10/2023	016687 LOCALGOVNEWS.ORG	06282023		1 YR MEMBERSHIP 6/28/23 TO 6/28/24 01-12-000-72720	1,690.00
					Total :	1,690.00
201308	3/10/2023	007100 M. E.SIMPSON COMPANY, INC	40122	VTP-019592	WATER ASSESSMENT PROGRAM (C) 60-00-000-72790	4,212.00
					Total :	4,212.00
201309	3/10/2023	013969 MAP AUTOMOTIVE OF CHICAGO	40-706179		FRONT ROTOR - KIT POLICE STOCK 01-17-205-72540	435.40
					Total :	435.40
201310	3/10/2023	020322 MASTER AUTO SUPPLY	15030-128386		BRAKE ROTOR, BRAKE PADS - W/SHOCK 60-00-000-72540	154.17
					63-00-000-72540	51.39
					64-00-000-72540	88.10
			15030-128533		WNDW HNDL RET CLIPS - STREET 01-26-023-72540	4.44
					Total :	298.10
201311	3/10/2023	006074 MENARDS	33769		5/6" LET TRTO 675LM 5K 2P 01-19-000-72540	11.99
			34665		VISOR ORGANIZER, SPRING LNK / 01-21-000-73110	36.89
			34760		COBRA 1/4" X 25' PG DR AGR 60-00-000-73630	18.88

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201311	3/10/2023	006074 MENARDS	(Continued)			
					63-00-000-73630	2.10
					64-00-000-73630	9.00
			34761		128OZ HAIR & GREASE INST PWR,	
					60-00-000-73630	51.56
					63-00-000-73630	5.73
					64-00-000-73630	24.55
			34772		DECOR TANK LEVER - BN, BASIC F	
					01-26-025-72520	21.68
			34777		DECOR TANK LEVOR - BN	
					01-26-025-72520	17.99
			34779		BEND TO FIT TANK LVR WH	
					01-26-025-72520	5.98
			34829		2.5" SOLID STEEL LOCK	
					60-00-000-73840	13.12
					63-00-000-73840	4.37
					64-00-000-73840	7.50
					01-26-023-73840	24.99
			34940		8" BLACK CABLE TIE, XTREME CAE	
					01-35-000-72954	73.95
			34946		PC 5GAL 4.0 OHP SS VAC, STACK F	
					60-00-000-73630	74.18
					63-00-000-73630	8.24
					64-00-000-73630	35.33
			34959		1-1/2" TAILPIECE WASHER, DISPO	
					01-26-025-72520	5.98
			35002		15000L 5K 8PAN LED	
					60-00-000-73870	11.31
					63-00-000-73870	11.31
					64-00-000-73870	9.70
					01-26-023-73870	32.32
					01-26-024-73870	16.16
			35150		1.5LB HATCHET	
					60-00-000-73410	8.18
					63-00-000-73410	0.91
					64-00-000-73410	3.90
			35151		9-1/4" X 6X5" STACK BIN, GALV CO	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
201311	3/10/2023	006074 MENARDS	(Continued)			
					60-00-000-72540	8.38
					63-00-000-72540	2.79
					64-00-000-72540	4.79
					60-00-000-73630	34.59
					63-00-000-73630	3.84
					64-00-000-73630	16.47
		35156			CORNER BRACE, IMPACT BIT, HAM	
					60-00-000-73870	36.05
					63-00-000-73870	36.05
					64-00-000-73870	30.90
					01-26-023-73870	103.00
					01-26-024-73870	51.50
		35215			14" BLACK CABLE TIE, BLK HD CAE	
					60-00-000-73870	14.27
					63-00-000-73870	14.27
					64-00-000-73870	12.23
					01-26-023-73870	40.77
					01-26-024-73870	20.39
		35216			1/4" CABLE CLAMP, 5/16 THIMBLE ;	
					01-26-024-73570	184.72
					Total :	1,162.81
201312	3/10/2023	012395 MICROSYSTEMS, INC.	086831		PAPERVISION ENTERPRISE MAINT	
					01-16-000-72655	838.00
					Total :	838.00
201313	3/10/2023	019316 MINUTEMAN SECURITY, & LIFE SAFETY	86061		REMAINING PHASE III & PHASE IV	
				VTP-019611	30-00-000-74604	9,200.00
					Total :	9,200.00
201314	3/10/2023	015386 MUNICIPAL GIS PARTNERS, INC	7033		GIS STAFFING SERVICES FEB '23	
					01-16-000-72652	9,270.00
					60-00-000-72652	5,840.10
					63-00-000-72652	648.90
					64-00-000-72652	2,781.00

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201314	3/10/2023	015386	015386 MUNICIPAL GIS PARTNERS, INC	(Continued)		Total : 18,540.00
201315	3/10/2023	010810	MUNICIPAL SERV. CONSULTING INC	TPCN-02-23	CONS SVC CIMP FOR VTP FEBRU/	
					30-00-000-75812	5,509.67
					11-00-000-74150	210.00
					11-00-000-72750	3,121.33
					Total :	8,841.00
201316	3/10/2023	014443	MURPHY & MILLER, INC	MC00012808	YEARLY HVAC MAINTENANCE AND	
				VTP-019291	01-26-025-72790	616.55
				SVC00042551	PIPE LEAK CUT AND REATTACHED	
					01-26-025-72520	735.25
					Total :	1,351.80
201317	3/10/2023	012301	MVP FIRE SYSTEMS,INC	15706	ANNUAL FIRE SPRINKLER INSPEC	
					01-26-025-72790	1,117.00
					Total :	1,117.00
201318	3/10/2023	015723	NICOR	06821610000	ACCT#06821610000 METER 276933	
					60-00-000-72511	210.05
					63-00-000-72511	210.05
					64-00-000-72511	180.04
				12213610004	ACCT#12213610004 METER#503133	
					01-26-025-72511	810.70
					Total :	1,410.84
201319	3/10/2023	006221	NORTHERN SAFETY CO. INC.	905310346	NINJA FLEX SERIES LATEX COATE	
					60-00-000-73845	96.40
					63-00-000-73845	10.71
					64-00-000-73845	45.91
					01-26-023-73845	153.02
					01-26-024-73845	76.52
					Total :	382.56
201320	3/10/2023	013096	PACE SYSTEMS INC	IN00048333	LPR SOFTWARE LICENSE RENEW.	
				VTP-019826	01-16-000-72655	7,950.00
					Total :	7,950.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
201321	3/10/2023	006475 PARK ACE HARDWARE	069794/1		CUST#9404 INV#069794/1 FOLGER 01-19-000-73585	155.98
					01-19-000-73110	44.97
			069864/1		CUST#89143 INV#069864/1 SILICOI 01-26-025-72520	10.38
			069879/1		CUST#89143 INV#069879/1M ACE E 60-00-000-73870	7.16
					63-00-000-73870	7.16
					64-00-000-73870	6.14
					01-26-023-73870	20.47
					01-26-024-73870	10.25
			69854/1		CUST#89143 INV#69854/1 ALCHOH 01-26-024-73870	1.28
					01-26-023-73870	2.55
					60-00-000-73870	0.89
					63-00-000-73870	0.89
					64-00-000-73870	0.77
			69856/1		CUST#891431 INV#69856/1 VINYL T 60-00-000-73630	0.60
					63-00-000-73630	0.07
					64-00-000-73630	0.28
					Total :	269.84
201322	3/10/2023	019583 PRECISE MRM LLC	200-1041610		5MB FLAT DATA PLAN US WITH NA 01-26-023-72655	189.00
					Total :	189.00
201323	3/10/2023	006874 ROBINSON ENGINEERING CO. LTD.	23020097		16-R0402 175TH ST/RIDGELAND A 33-00-000-75806	1,501.70
					Total :	1,501.70
201324	3/10/2023	006874 ROBINSON ENGINEERING CO. LTD.	23020456		22-R-0503 TP MARRIOTT HOTEL (1 01-14-000-72840	1,272.75
					Total :	1,272.75
201325	3/10/2023	016334 RUSH TRUCK CENTERS	3031532606		PIPE INTERMEDIATE TAIL, SLAMP I 01-26-023-72540	334.73

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201325	3/10/2023	016334 RUSH TRUCK CENTERS	(Continued) 3031576678		BELT FAN V-RIBBERS - STOCK UNI 01-26-023-72540	254.64
					Total :	589.37
201326	3/10/2023	020924 SAFE HARBOR REALTY	H-000199		OVERPAID FOR CRIME FREE HOU 01-14-000-79000	100.00
					Total :	100.00
201327	3/10/2023	007629 SAM'S CLUB DIRECT	030123		TIDE LIQUID, PAPER TOWL, CHOC 01-26-025-73115	92.40
			030223		01-26-025-73580	301.84
					SODAS, WATER, AND CANDY 01-14-000-73115	156.78
					60-00-000-73115	5.50
					63-00-000-73115	5.50
					64-00-000-73115	4.70
					01-26-023-73115	15.70
					01-26-024-73115	7.84
					01-26-025-73580	18.88
			030623		SENIOR CENTER SNACKS, DANISH 01-41-056-72937	182.88
					01-26-025-73580	23.48
					Total :	815.50
201328	3/10/2023	016380 SCISLOWICZ, ROMAN	030223		REIMBURSE FOR REFILING OF TA 01-14-000-72845	49.33
					Total :	49.33
201329	3/10/2023	007453 SERVICE SANITATION, INC.	8569267		7566 FIREMAN TRAINING CENTER 01-19-000-72750	212.35
					Total :	212.35
201330	3/10/2023	007577 SHERWIN WILLIAMS CO	3744-1		PAINT FOR FIREHOUSE 2 01-26-025-73620	61.39
					Total :	61.39

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201331	3/10/2023	020934 SHIELDS, DON	Ref001433264		UB Refund Cst #00478235 60-00-000-20599	66.38
Total :						66.38
201332	3/10/2023	020511 SIERRA ITS	1474		IT STAFF J. DAVILA 2/5-2/11/23 01-16-000-72790	1,800.00
			1492		IT STAFF J. DAVILA 2/19-2/25/23 & M 01-16-000-72790	1,478.65
Total :						3,278.65
201333	3/10/2023	012238 STAPLES BUSINESS ADVANTAGE	3531564549		BIC BRITE LINER, FILE PKT, NOTEI 01-14-000-73110	100.98
			3531564550		POST-IT 3X3, BIC CLIC STIC BLK, C 01-17-205-73110	63.92
Total :						164.90
201334	3/10/2023	015452 STEINER ELECTRIC COMPANY	S007186909.002		RETURN PUTAWAY - SCREWDRIVE 01-26-024-73570	-40.65
			S007239832.001		QUAZITE STACKABLE BOX - STOC 01-26-024-73410	342.42
			S007239841.001		QUAZITE STACKABLE BOX - STOC 01-26-024-73410	342.42
			S007314722.001		3' FLUORESCENT LAMP 30PK 01-26-025-72520	229.20
			S007315298.001		PRO SERIES TOOL BELT, CELL PH 01-26-024-73570	54.53
			S007317915.001		2 BOXES OF ALTO BULBS FOR VIL 01-26-025-72520	266.40
Total :						1,194.32
201335	3/10/2023	018607 TELCOM INNOVATIONS GROUP, LLC	A59583		LABOR CHARGE FOR BILLABLE RE 01-26-025-72777	145.00
			A59589		LABOR CHARGE FOR BILLABLE SE 01-26-025-72777	616.25
			A59593		LABOR - REMOTE SERVICES, OVE 01-26-025-72777	1,740.00

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201335	3/10/2023	018607	018607 TELCOM INNOVATIONS GROUP, LL (Continued)		Total :	2,501.25
201336	3/10/2023	018024	THE PRIMAL CUT STEAKHOUSE	030523	DWTN TP IRISH PARADE - FOOD F 01-35-000-72220	227.06
					Total :	227.06
201337	3/10/2023	019712	TM TIRE CO INC	148238	ST205/75R TOWMAX SRT - STREE 01-26-023-72540	395.00
				148239	ST205/75R15 TOWMAX STR II LRD 01-26-023-72540	195.00
					Total :	590.00
201338	3/10/2023	019700	T-MOBILE USA INC	983207796	ACCT#983207796 MOBILE LINES 1/ 01-16-000-72120	237.96
				983207796	ACCT#983207796 MOBILE LINES 1/ 01-16-000-72120	119.00
					Total :	356.96
201339	3/10/2023	015532	TRI-ELECTRONICS, INC.	1003519	KEY FOBS	
				VTP-019706	01-26-025-73870	660.00
				1003520	CONTROLLER	
				VTP-019556	01-26-025-72530	3,200.00
					Total :	3,860.00
201340	3/10/2023	020911	TURNOUTRENTAL LLC	24803	COAT AND PANTS FOR ASONY & R 01-19-000-74619	1,010.00
					Total :	1,010.00
201341	3/10/2023	018809	VANSCHOUWEN, VINCE	030823	REIMB LUNCHES - LEAD HOMICIDE 01-17-220-72140	75.00
					Total :	75.00
201342	3/10/2023	011416	VERIZON WIRELESS	9928334630	ACCT#442345192-00001 WATER RE 60-00-000-72127	17.79
					63-00-000-72127	17.79
					64-00-000-72127	15.25
					Total :	50.83

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201343	3/10/2023	006362 VILLAGE OF OAK LAWN	1-9990015-00		ACCT#1-9990015-00 2/1-3/2/23	
					60-00-000-73220	581,607.40
					63-00-000-73220	536,868.37
					Total :	1,118,475.77
201344	3/10/2023	010165 WAREHOUSE DIRECT INC	5443920-0		BINDER, ROUND RING 1", 1-1-1/2", 2'	
					60-00-000-73110	67.88
					63-00-000-73110	7.55
					64-00-000-73110	32.33
					01-26-023-73110	107.76
					01-26-024-73110	53.89
			5446368-0		BINDER, ROUND RING, D-RING, WE	
					60-00-000-73110	97.45
					63-00-000-73110	10.83
					64-00-000-73110	46.40
					01-26-023-73110	154.68
					01-26-024-73110	77.33
			5447072-0		PEN, GEL, RBAL, FNE 8/ST, RUBBE	
					60-00-000-73110	38.46
					63-00-000-73110	4.27
					64-00-000-73110	18.32
					01-26-023-73110	61.05
					01-26-024-73110	30.53
					Total :	808.73
201345	3/10/2023	011055 WARREN OIL CO.	W1543746		N.I., GAS USED 2/12-3/1/23	
					01-17-205-73530	12,527.58
					01-19-000-73530	838.40
					01-19-020-73530	160.11
					01-21-000-73530	514.94
					60-00-000-73530	1,154.56
					63-00-000-73530	288.64
					64-00-000-73530	618.51
					01-26-023-73530	1,348.82
					01-26-024-73530	597.42
					01-33-300-73530	229.33
					01-12-000-73530	91.86

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201345	3/10/2023	011055 WARREN OIL CO.	(Continued)		01-14-000-73531	7,543.39
					01-42-000-73530	532.49
					Total :	26,446.05
201346	3/10/2023	018482 WATTS, JERRY	030823		REIMB FOR SUPPLIES FOR EMA TI	
					01-21-000-72530	37.39
					Total :	37.39
201347	3/10/2023	020935 WEAVER MANAGEMENT	Ref001433265		UB Refund Cst #00491503	
					60-00-000-20599	350.69
					Total :	350.69
201348	3/10/2023	020217 WEX	0001693897-IN	VTP-019228	FY23-WEX (FSA/COBRA EXPENSE)	
					01-12-000-72449	176.00
					Total :	176.00
201349	3/10/2023	008238 WINSTON'S MARKET	1263		MARCH 8TH LUNCHEON ST PATRIC	
					01-41-056-72937	1,105.90
					Total :	1,105.90
85 Vouchers for bank code : apbank						Bank total : 1,414,714.93

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4453	3/8/2023	018837	INSURANCE PROGRAM MANAGERS GR 220112W046		PAYEE-PETERSON JOHNSON & ML 01-14-000-72542	430.00
					Total :	430.00
4454	3/8/2023	018837	INSURANCE PROGRAM MANAGERS GR 190326W026		PAYEE-PETERSON JOHNSON & ML 01-14-000-72542	6,560.50
					Total :	6,560.50
4455	3/8/2023	018837	INSURANCE PROGRAM MANAGERS GR 191105W030		PAYEE-PETERSON JOHNSON & ML 01-14-000-72542	129.00
					Total :	129.00
4456	3/8/2023	018837	INSURANCE PROGRAM MANAGERS GR 211022W021		PAYEE-PETERSON JOHNSON & ML 01-14-000-72542	473.00
					Total :	473.00
4457	3/8/2023	018837	INSURANCE PROGRAM MANAGERS GR 210902W013		PAYEE-PETERSON JOHNSON & ML 01-14-000-72542	494.50
					Total :	494.50
4458	3/8/2023	018837	INSURANCE PROGRAM MANAGERS GR 220811W019		PAYEE-PETERSON, JOHNSON & M 01-14-000-72542	2,257.50
					Total :	2,257.50
4459	3/8/2023	018837	INSURANCE PROGRAM MANAGERS GR 210731W002		PAYEE-PETERSON, JOHNSON & M 60-00-000-72542 63-00-000-72542 64-00-000-72542	189.92 36.18 96.90
					Total :	323.00
4460	3/8/2023	018837	INSURANCE PROGRAM MANAGERS GR 210421W008		PAYEE-VILLAGE OF TINLEY PARK 01-14-000-72542	1,704.52
					Total :	1,704.52
4461	3/8/2023	018837	INSURANCE PROGRAM MANAGERS GR 2104 2107 2008		PAYEE-GENEX SERVICES, LLC 01-14-000-72542 63-00-000-72542 64-00-000-72542	79.58 1.37 3.67

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4461	3/8/2023	018837	INSURANCE PROGRAM MANAGERS GR (Continued)			
					01-14-000-72542	58.00
					60-00-000-72542	7.20
					63-00-000-72542	1.37
					64-00-000-72542	3.67
					60-00-000-72542	7.52
					63-00-000-72542	1.43
					64-00-000-72542	3.84
					60-00-000-72542	7.20
					63-00-000-72542	1.37
					64-00-000-72542	3.67
					60-00-000-72542	7.52
					63-00-000-72542	1.43
					64-00-000-72542	3.84
					60-00-000-72542	6.79
					63-00-000-72542	1.29
					64-00-000-72542	3.46
					60-00-000-72542	6.77
					63-00-000-72542	1.29
					64-00-000-72542	3.46
					60-00-000-72542	7.20
					01-14-000-72542	11.69
					Total :	234.63
4462	3/8/2023	018837	INSURANCE PROGRAM MANAGERS GR 210421W008-1			
					PAYEE-IPMG	
					01-14-000-72542	50.63
					Total :	50.63
10 Vouchers for bank code : ipmq					Bank total :	12,657.28
96 Vouchers in this report					Total vouchers :	1,438,827.21

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
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The Tinley Park Village Board having duly met at Village Hall do hereby certify that the following claims or demands against said village were presented and are approved for payment as presented on the above listing.

In witness thereof, the Village President and Clerk of the Village of Tinley Park, hereunto set their hands.

____ Village President

____ Village Clerk

____ Date

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
201350	3/15/2023	017298 COMCAST BUSINESS	167352602		ACCT 930890410 VILLAGE HALL FII 01-14-000-72125	2,993.30
					Total :	2,993.30
201351	3/17/2023	013702 A T & T	8310012334812		ACCT#8310012334812 POLICE RO 01-14-000-72125	1,248.86
					Total :	1,248.86
201352	3/17/2023	010955 A T & T LONG DISTANCE	827776689		CORPORATE ID931719 LB TIP LINE 01-17-225-72120	55.89
					Total :	55.89
201353	3/17/2023	019563 AEP ENERGY INC	3013134260		ACCT#3013134260 UTIL#677116304 01-26-024-72510	3,741.05
					Total :	3,741.05
201354	3/17/2023	020942 AERIAL METRICS INC	TPPD0001		DRONE CLASS FOR 12 OFFICERS 01-17-220-72140	2,000.00
					Total :	2,000.00
201355	3/17/2023	020943 AN, JAMES	Ref001433490		UB Refund Cst #00513925, refund dt 60-00-000-20599	195.04
					Total :	195.04
201356	3/17/2023	010026 ANDERSON PUMP SERVICE	022123-60		SERVICE 2/1 CONSUMABLE, FUEL 01-26-025-72530	2,604.50
					Total :	2,604.50
201357	3/17/2023	002756 APCO INTERNATIONAL INC.	942803	VTP-019823	PUBLIC SAFETY TELECOMMUNICA 01-21-210-72140	718.00
					Total :	718.00
201358	3/17/2023	002974 BETTENHAUSEN CONSTRUCTION SERV	230014		SEMI TRUCK TIME FOR HAULING V 01-26-023-72890	337.50
					60-00-000-73681	496.13
					63-00-000-73681	55.13
					64-00-000-73681	236.24

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
201358	3/17/2023	002974 BETTENHAUSEN CONSTRUCTION SERV	(Continued) 230015		TRUCK TIME FOR LIMESTONE ETC 01-26-023-73860	281.25
					60-00-000-73681	412.50
					63-00-000-73681	46.88
					64-00-000-73681	196.87
			230016		SEMI TRUCK TIME FOR HAULING S 01-26-023-72890	281.25
					60-00-000-73681	413.44
					63-00-000-73681	45.94
					64-00-000-73681	196.87
			230017		SEMI TRUCK FOR HAULING BROKI 60-00-000-73681	330.75
					63-00-000-73681	36.75
					64-00-000-73681	157.50
					01-26-023-72890	225.00
					Total :	3,750.00
201359	3/17/2023	003127 BLUE CROSS BLUE SHIELD	IL065LB000001212-0	VTP-019630	FY23 - BCBSIL ILO65LB BILLING 01-14-000-72435	6,812.00
					Total :	6,812.00
201360	3/17/2023	019214 BLUE CROSS BLUE SHIELD OF IL	0000ILLB1212	VTP-019631	FY23 - BCBSIL ILLB1212 BILLING A 01-14-000-72435	2,368.55
					Total :	2,368.55
201361	3/17/2023	003148 BREMEN ANIMAL HOSPITAL, LTD	120424		HELMUT - OFFICE VISIT EXAM, RIM 01-17-220-72240	99.40
					Total :	99.40
201362	3/17/2023	003396 CASE LOTS INC	13865		33X39 MILL BLACK LINERS, ROLLS 01-26-025-73580	489.35
			16864		24X32 HD BLACK CAN LINERS, HY 01-26-025-73580	470.80
			16866		TOILET PAPER 2 PLY MONT ROYAL 01-26-025-73580	471.40

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201362	3/17/2023	003396 003396 CASE LOTS INC	(Continued)		Total :	1,431.55
201363	3/17/2023	014770 CFA SOFTWARE, INC.	15006	VTP-019661	SOFTWARE - E-SERVICE REQUES 01-26-025-72655	1,600.00
					Total :	1,600.00
201364	3/17/2023	015199 CHICAGO PARTS & SOUND LLC	3-0054384		PAD SET FRT BR - INS46 FIRE PRE 01-19-000-72540	66.42
			3-0054385		DISC BRAKE ROTOR - INS 46 FIRE 01-19-000-72540	139.52
			3-0054425		PAD SET- FRT BRK FIRE #1503 TA 01-19-000-72540	204.21
			3-0054444		PURGE VALVE - POLICE 12B 01-17-205-72540	30.92
			3-00547478		OIL FILTER - ELECTRICAL UNIT 30 01-26-024-72540	25.36
					Total :	466.43
201365	3/17/2023	018325 CHICAGO TRIBUNE COMPANY LLC	060889518000		PO@OAK RIDGE SPECIAL SERVIC 01-14-000-72330	496.09
			064141511000.		PO DEC 7 & BID NOTICE, PO #7333 01-26-023-72330	653.18
			068895782000		CLASSIFIED LISTINGS FEB '23 01-26-025-72330	259.09
					01-14-000-72330	24.00
					Total :	1,432.36
201366	3/17/2023	003137 CHRISTOPHER B.BURKE ENGINEERNG	181698		01.R160373.00027 WATER RATE ST 60-00-000-72840	6,329.61
					64-00-000-72840	3,014.10
					63-00-000-72840	703.29
			181699	VTP-019744	01.R160373.00028 80TH AVE FLASH 30-00-000-73830	886.50
			181700		01.R160373.00030 WESTERN PRES 26-00-000-75708	5,085.50
			181702		01.R160373.C0025 DOROTHY LN W 26-00-000-75705	456.00

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201366	3/17/2023	003137 CHRISTOPHER B.BURKE ENGINEERNG	(Continued) 181703		01.R160373.C0026 IRONWOOD DR 26-00-000-75704	319.50
			181704		01.R160373.D0029 LAGRANGE RD 26-00-000-75708	4,447.50
					Total :	21,242.00
201367	3/17/2023	012057 COMCAST CABLE	8771401810028977		ACCT#8771401810028977 7980 183 01-26-025-72517	52.75
					Total :	52.75
201368	3/17/2023	012826 CONSTELLATION NEWENERGY, INC.	64684401301		ACCT#875224 UTIL#3784068018 18 60-00-000-72510	4,542.93
					63-00-000-72510	4,542.93
					Total :	9,085.86
201369	3/17/2023	018234 CORE & MAIN LP	S442561		11/2X12 CURB BOX REPAIR SUCTION 60-00-000-73630	283.12
					63-00-000-73630	31.46
					64-00-000-73630	134.82
					Total :	449.40
201370	3/17/2023	003635 CROSSMARK PRINTING, INC	90090		#10 REGULAR ENVELOPES - TP EM 01-21-210-73110	255.00
			90203		POLICE BADGE/BUSINESS CARDS 01-17-205-72310	42.50
			90234		POLICE BADGE BUSINESS CARD - 01-17-205-72310	42.00
					Total :	339.50
201371	3/17/2023	012855 CYLINDERS INC.	12722	VTP-019828	SNOW PLOW CYLINDERS 01-26-023-72540	1,393.76
					Total :	1,393.76
201372	3/17/2023	020939 D'AMBROSIO, JOHN	INV22-10-00379		REFUND TO APPLICANT FOR ZONING 01-14-000-79015	250.00
					Total :	250.00

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201373	3/17/2023	015334 DEARBORN NATIONAL	F018318-1	VTP-019632	FY23 - DEARBORN LIFE & ADD BEI 01-14-000-72430	2,338.80
Total :						2,338.80
201374	3/17/2023	003966 DEVINE, WILLIAM	032023		PER DIEM: MEALS 32 HOUR JUVEN 01-17-220-72140	60.00
Total :						60.00
201375	3/17/2023	004009 EAGLE UNIFORM CO INC	INV-12870	VTP-019131	FIRE MEMBER UNIFORMS (CLASS 01-19-000-73610	38.00
			INV-13374	VTP-019131	1,75" PLAIN GARRISON BELT BLAC 01-19-000-73610	161.00
			INV-13497	VTP-019131	FIRE MEMBER UNIFORMS (CLASS 01-19-000-73610	281.00
			INV-13507	VTP-019131	FIRE MEMBER UNIFORMS (CLASS 01-19-000-73610	341.00
			INV-13508	VTP-019131	FIRE MEMBER UNIFORMS (CLASS 01-19-000-73610	208.00
Total :						1,029.00
201376	3/17/2023	017167 ELECTRICAL RESOURCE MNGMNT	731	VTP-019561	LED ROADWAY LUMINAIRE 01-26-024-73570	2,490.00
					01-26-024-73570	97.89
Total :						2,587.89
201377	3/17/2023	011176 ELEMENT GRAPHICS & DESIGN, INC	20656		UNIT NUMBERS IN AVERY 1105 SUI 01-17-205-72540	84.90
Total :						84.90
201378	3/17/2023	020508 ENTERPRISE FLEET MANAGEMENT	FBN4690031		MARCH '23 1-W, 16-S, 21S, 29-W, C 60-00-000-20201	489.96
					60-00-000-96142	188.94
					60-00-000-72863	43.28
					30-00-000-96141	408.32
					30-00-000-96142	215.30
					01-26-023-72863	35.72
					30-00-000-96141	367.23

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201378	3/17/2023	020508 ENTERPRISE FLEET MANAGEMENT	(Continued)			
					01-26-023-72863	32.43
					60-00-000-20201	360.71
					60-00-000-96142	123.57
					60-00-000-72863	42.03
					30-00-000-96141	432.07
					30-00-000-96142	182.32
					01-17-205-72863	42.93
					30-00-000-96141	366.39
					30-00-000-96142	185.63
					01-17-205-72863	31.85
					30-00-000-96141	406.39
					30-00-000-96142	221.24
					01-26-024-72863	35.72
					01-26-024-72860	4.20
					30-00-000-96141	376.86
					30-00-000-96142	219.25
					01-21-000-72863	35.74
					01-26-023-72863	39.97
					60-00-000-20201	360.71
					60-00-000-96142	123.57
					60-00-000-72863	42.02
					30-00-000-96142	198.81
					30-00-000-96141	434.48
					30-00-000-96142	181.74
					01-12-000-72863	43.09
					30-00-000-96141	399.97
					30-00-000-96142	164.95
					Total :	6,837.39
201379	3/17/2023	004119 ETP LABS INC.	23-136521		COLIFORM SAMPLES	
					60-00-000-72865	497.00
					63-00-000-72865	213.00
					Total :	710.00
201380	3/17/2023	011847 FLUORECYCLE, INC.	48697		4FT OR LESS FLUORESCENT LAMI	
					01-26-025-72520	1,286.36

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201380	3/17/2023	011847 FLUORECYCLE, INC.	(Continued)		01-26-025-72790	160.00
					Total :	1,446.36
201381	3/17/2023	011611 FOX VALLEY FIRE & SAFETY CO.	IN00579611		FIRE ALARM EMERGENCY SERVIC 01-26-025-72122	1,249.00
					Total :	1,249.00
201382	3/17/2023	020274 FRAME TECH 1 LLC	39379		4 WHEEL ALIGNMENT POLICE 01-17-205-72540	150.00
					Total :	150.00
201383	3/17/2023	013540 FRIAS, ROBERT	030923		REIMBURSEMENT FOR LUNCHES - 01-17-220-72140	75.00
					Total :	75.00
201384	3/17/2023	018387 GBJ SALES, LLC	4801		TIGER GRIP GLOVES 10 -LX, MECH 60-00-000-73845	114.90
					63-00-000-73845	12.77
					64-00-000-73845	54.71
					01-26-024-73845	91.19
					01-26-023-73845	182.38
			4805		TIGER GRIP GLOVES 10 - XL 60-00-000-73845	74.34
					63-00-000-73845	8.26
					64-00-000-73845	35.40
					01-26-024-73845	59.00
					01-26-023-73845	118.00
					Total :	750.95
201385	3/17/2023	017574 GRAVES, JEFFREY	032023		FLIGHTS + PER DIEM DNA LABS IN 01-17-225-72130	695.92
					Total :	695.92
201386	3/17/2023	010238 HOME DEPOT CREDIT SERVICES	008909/5014479		****2304 FIP CAP RED BRASS, MIP 60-00-000-73630	52.01
					63-00-000-73630	5.78

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201386	3/17/2023	010238 HOME DEPOT CREDIT SERVICES	(Continued)		64-00-000-73630	24.76
					Total :	82.55
201387	3/17/2023	004978 ILLINOIS ASSOC OF CHIEFS OF	11304		MEMBERSHIP RENEWAL - ACTIVE 01-17-205-72720	130.00
					Total :	130.00
201388	3/17/2023	005160 ILLINOIS STATE POLICE	20230204004		CC4004 TINLEY FINGERPRINT VILL 01-14-000-72848	339.00
					Total :	339.00
201389	3/17/2023	020255 IMPACT COMPLIANCE TRAINING	230803-1-BS	VTP-019850	IIMPACT COMPLIANCE FY 2023 CO 01-12-000-72140	3,500.00
					Total :	3,500.00
201390	3/17/2023	019775 INTEGRAL CONSTRUCTION INC	003	VTP-019477	POLICE DEPARTMENT SHOOTING 30-00-000-75115	91,368.00
					Total :	91,368.00
201391	3/17/2023	005022 ISAWWA	200079442		PUMP STATION & PUMPING EQUIP 60-00-000-72140	28.00
					63-00-000-72140	28.00
					64-00-000-72140	24.00
			200079443		PUMP STATION & PUMPING EQUIP 60-00-000-72140	28.00
					63-00-000-72140	28.00
					64-00-000-72140	24.00
					Total :	160.00
201392	3/17/2023	020944 JULES MADISON INC	Ref001433491		UB Refund Cst #00517709 60-00-000-20599	318.46
					Total :	318.46
201393	3/17/2023	005379 KLEIN, THORPE & JENKINS, LTD	232197		LEGAL SVC ADMINISTRATIVE HEAI 01-14-000-72876	881.50
					Total :	881.50

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201394	3/17/2023	005507 LEGAT ARCHITECTS	58232	VTP-019703	PROFESSIONAL ARCHITECTURAL 28-00-000-75128	1,706.25
					Total :	1,706.25
201395	3/17/2023	020207 LENNY'S GAS N WASH 183RD ST	3525		CAR WASH - VM FEB '23 01-12-000-72540	8.00
			3527		CAR WASH - PD FEB '23 01-17-205-72540	168.00
			3528		CAR WASH - PW FEB '23 60-00-000-72540	2.10
					63-00-000-72540	0.70
					64-00-000-72540	1.20
					01-26-023-72540	4.00
					Total :	184.00
201396	3/17/2023	011800 MAC TOOLS DISTRIBUTOR	187265		11PC 5PT STAR TP DRIVE SET - ST 01-26-023-73410	129.99
					Total :	129.99
201397	3/17/2023	012696 MAGALSKI, MARK	031023		REIMBURSEMENT FOR SPECIALTY 60-00-000-73845	33.93
					63-00-000-73845	3.77
					64-00-000-73845	16.15
					Total :	53.85
201398	3/17/2023	013969 MAP AUTOMOTIVE OF CHICAGO	40-707022		FILTER ASY, FLTR-POLN STREET/E 01-26-023-72540	56.88
					01-26-024-72540	111.12
			40-707023		FRONT ROTOR, ELMNT ASY, FILTE 01-17-205-72540	392.87
					Total :	560.87
201399	3/17/2023	005844 MCDONALD'S	031323		JAN '23 PRISONER MEALS 01-17-220-72230	155.21
			031323.		FEB '23 PRISONER MEALS 01-17-220-72230	105.92
					Total :	261.13

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201400	3/17/2023	006074 MENARDS	35202		RAID MAX LIQ ANT BAIT, HOME DE 01-19-000-72540	175.61
					Total :	175.61
201401	3/17/2023	006020 METROPOLITAN INDUSTRIES, INC.	INV048273	VTP-019810 VTP-019810	REGULATORS SWITCH OVER KIT 60-00-000-72528 63-00-000-72528 60-00-000-72528 63-00-000-72528	1,831.00 1,831.00 20.41 20.41
			INV048274		Y-275 REGAL INLET FILTER 60-00-000-72528 63-00-000-72528 60-00-000-72528 63-00-000-72528	60.00 60.00 5.13 5.14
					Total :	3,833.09
201402	3/17/2023	005664 MORTON SALT INC	542778900	VTP-019597 VTP-019597	ROAD SALT FOR 2022/2023 SEASC 01-26-023-73810 08-00-000-73810	15,296.60 312.18
					Total :	15,608.78
201403	3/17/2023	017651 MSC INDUSTRIAL SUPPLY CO.	6025213001 6038133001		HYDRAULIC COUPLERS 1/2XX1/2 I 01-26-023-72540 316 SS HX HD CAP SCR 01-26-023-73840	345.10 380.60
					Total :	725.70
201404	3/17/2023	017651 MSC INDUSTRIAL SUPPLY CO.	6025202001		STOCK ITEMS - PRIMARY WIRE VII 01-26-024-72540 60-00-000-72540 63-00-000-72540 64-00-000-72540 01-26-023-72540 01-26-024-72540 60-00-000-72540 63-00-000-72540 64-00-000-72540	31.92 33.29 11.10 19.04 169.95 4.46 4.90 1.63 2.79

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201404	3/17/2023	017651 MSC INDUSTRIAL SUPPLY CO.	(Continued)		01-26-023-72540	23.45
					Total :	302.53
201405	3/17/2023	010810 MUNICIPAL SERV. CONSULTING INC	TPCN0323SC	VTP-019490	POLICE DEPT RADIO SYSTEM SIM 30-00-000-75812	193,000.00
					Total :	193,000.00
201406	3/17/2023	006130 NATIONAL GUARDIAN LIFE INS CO.	0000000391	VTP-019636	ACCT# 00000391 FY23 - NATL GUA 01-14-000-72435	66.07
					Total :	66.07
201407	3/17/2023	020251 NEOGOV	INV-31156	VTP-019831	GOVERNMENT JOBS SUBSCRIPTIO 01-14-000-72448	2,029.89
					Total :	2,029.89
201408	3/17/2023	015723 NICOR	09977410001		ACCT#09977410001 METR 5146885 01-26-025-72511	861.04
					Total :	861.04
201409	3/17/2023	006221 NORTHERN SAFETY CO. INC.	905326480		NINJA FLEX SERIES LATEX COATE 60-00-000-73845 63-00-000-73845 64-00-000-73845	59.42 6.60 28.30
					Total :	94.32
201410	3/17/2023	006475 PARK ACE HARDWARE	069846/1		CUST#891431 INV#069846/1 CORN 60-00-000-73870 63-00-000-73870 64-00-000-73870 01-26-023-73870 01-26-024-73870	2.05 2.05 1.76 5.87 2.95
			69807/1		CUST#9404 INV#69807/1 MASKING 01-19-000-73585	42.57
			69925/1		CUST#89143 INV#69925/1 ANCHOF 01-26-025-72520	6.87
			69961/1		CUST#891431 INV#69961/1 BATRY	

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201410	3/17/2023	006475 PARK ACE HARDWARE	(Continued)		60-00-000-73410	243.81
					63-00-000-73410	27.09
					64-00-000-73410	116.10
					Total :	451.12
201411	3/17/2023	020298 PEERLESS NETWORK INC	17386		VILLAGE LANDLINE PHONE SERV /	
					60-00-000-72120	1,449.68
					63-00-000-72120	161.07
					64-00-000-72120	690.33
					01-17-205-72120	168.92
					01-12-000-72120	121.35
					01-14-000-72120	405.57
					01-15-000-72120	73.44
					01-17-205-72120	242.71
					01-19-000-72120	108.57
					01-19-020-72120	36.71
					01-26-023-72120	47.89
					01-26-024-72120	47.89
					01-33-000-72120	253.30
					01-35-000-72120	47.89
					01-42-000-72120	25.55
					60-00-000-72120	153.92
					63-00-000-72120	31.92
					Total :	4,066.71
201412	3/17/2023	016350 PHYSICIANS IMMEDIATE CARE-CHGO	4312156		FY23-PHYSICIANS IMMEDIATE CAF	
				VTP-019225	01-14-000-72446	21,208.00
					Total :	21,208.00
201413	3/17/2023	006656 PITNEY BOWES RESERVE ACCOUNT	030923		PITNEY BOWES RESERVE ACCOU	
					01-17-205-72110	4,000.00
					Total :	4,000.00
201414	3/17/2023	020299 POINT B COMMUNICATIONS INC	INV-23235		TOURISM MEDIA ADVERTISING	
					01-35-100-72983	19,728.00

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Voucher List
Village of Tinley Park

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Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
201414	3/17/2023	020299	020299 POINT B COMMUNICATIONS INC	(Continued)	Total :	19,728.00
201415	3/17/2023	014087	PROMOS 911, INC	10554	NEON PENS, JUMBO SIDEWALK C 01-19-020-73605	934.59
					Total :	934.59
201416	3/17/2023	013587	PROSHRED SECURITY	1127946	SERVICE 27" EXEC CONSOLE M 96 01-17-205-72750	93.28
					Total :	93.28
201417	3/17/2023	006361	RAY O' HERRON CO INC	2257032	HELMET IIIA - MALE - J TINMAN SIZ 01-17-220-73610	427.18
					Total :	427.18
201418	3/17/2023	012268	REGIONAL TRUCK EQUIPMENT CO	214289	IDLER PULLY 0 WATER, NYLON BU 60-00-000-72540 63-00-000-72540 64-00-000-72540 01-26-023-72540	83.86 27.95 47.92 116.96
					Total :	276.69
201419	3/17/2023	017975	REVIZE LLC	15497	WEBSITE AND CMS ANNUAL TECH 01-35-000-72653	6,850.00
					Total :	6,850.00
201420	3/17/2023	016334	RUSH TRUCK CENTERS	3031607741	FILTER OIL KIT, FILTER FUEL KIT, F 01-26-023-72530	134.00
					Total :	134.00
201421	3/17/2023	017575	RZESZUTKO, JUSTIN	032023	PER DIEM - DNA LABS INT'L TRIP - 01-17-225-72130	180.00
					Total :	180.00
201422	3/17/2023	007629	SAM'S CLUB DIRECT	030823	WATER - VILLAGE HALL 01-14-000-73115	6.54
				030823.	WATER, DUSTOFF, COMMAND 27F 01-14-000-73110 60-00-000-73110	26.16 13.99

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Voucher List
Village of Tinley Park

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Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
201422	3/17/2023	007629 SAM'S CLUB DIRECT	(Continued)			
					63-00-000-73110	1.55
					64-00-000-73110	6.66
					60-00-000-73115	5.03
					63-00-000-73115	5.03
					64-00-000-73115	4.31
					01-26-023-73110	22.21
					01-26-023-73115	14.38
					01-26-024-73115	7.22
					01-26-024-73110	11.10
			030923		COFFEE, PLATES, WATER	
					60-00-000-73115	1.96
					63-00-000-73115	1.96
					64-00-000-73115	1.68
					01-26-023-73115	5.60
					01-26-024-73115	2.80
					01-14-000-73115	266.24
			031023		BOWL 20OZ, SAMS DCHF	
					01-14-000-73115	41.54
					Total :	445.96
201423	3/17/2023	007453 SERVICE SANITATION, INC.	8542162		PORTA POTTIES FOR IRISH PARADISE	
				VTP-019727	01-35-000-72923	717.00
					Total :	717.00
201424	3/17/2023	010956 SHARLEN ELECTRIC CO.	220343-2		POST 20 FIBER OPTIC NETWORK	
				VTP-019749	26-00-000-75707	67,092.93
					Total :	67,092.93
201425	3/17/2023	007109 SIRCHIE	0576576-IN		EVIDENCE SUPPLIES	
				VTP-019767	01-17-225-73550	1,062.77
			0581181-IN		EVIDENCE SUPPLIES	
				VTP-019767	01-17-225-73550	39.49
					Total :	1,102.26
201426	3/17/2023	013043 SITE DESIGN GROUP, LTD.	8498-50		URBAN FORESTRY PROGRAM 1/2"	
				VTP-019172	01-26-023-72847	7,218.86

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Voucher List
Village of Tinley Park

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Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
201426	3/17/2023	013043 013043 SITE DESIGN GROUP, LTD.	(Continued)		Total :	7,218.86
201427	3/17/2023	017891 STAMBAUGH, KYLE	022723		REIMBURSEMENT FOR MEALS - 5 01-17-220-72140	75.00
					Total :	75.00
201428	3/17/2023	007224 STANDARD EQUIPMENT COMPANY	P41664		LUBE FILTER, AIR FILTER - SWEEP 01-26-023-72530	354.54
			P41665		OIL FILTER ELEM, SAFETY ELEM, F 01-26-023-72530	235.97
			P41686		POWER RELAY 01-26-023-72530	82.70
			W08925		HEATER BLOWER MOTOR WORK - 01-26-023-72530	6,207.51
			W10129		REVERSE WORK ORDER W08925 - 01-26-023-72530	-6,207.51
					Total :	673.21
201429	3/17/2023	012238 STAPLES BUSINESS ADVANTAGE	3532380748		JACKET LTR 2IN EXP MANILLA 01-14-000-73110	73.97
			3532380749		PS LFL EL PWED LTR WE, RICOLA 01-17-205-73110	46.98
					Total :	120.95
201430	3/17/2023	018982 SWEENEY, KELLY	030923		REIMBURSEMENT FOR POLICE DC 30-00-000-72145	1,005.44
					Total :	1,005.44
201431	3/17/2023	019241 TAP-RACK TACTICAL LLC	1032		OPTIC PISTOL INSTRUCTOR - BRI/ 01-17-220-72140	700.00
					Total :	700.00
201432	3/17/2023	014653 THE BLUE LINE	44580		JOB POSTINGS 01-14-000-72448	398.00
			44589	VTP-019851	JOB POSTINGS 01-14-000-72448	398.00
				VTP-019851		
					Total :	796.00

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Voucher List
Village of Tinley Park

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Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
201433	3/17/2023	017520 THE COP FIRE SHOP	116749		MEN'S CORNERSTONE BLACK POI 01-17-220-73610	66.85
					Total :	66.85
201434	3/17/2023	007717 THIRD DISTRICT FIRE CHIEF ASSN	5136		MONTHLY LUNCHEON MEETING A 01-19-000-72170	80.00
					Total :	80.00
201435	3/17/2023	014854 THOMSON REUTERS-WEST PYMNT CTI	847940265		CLEAR LAW SOFTWARE SUBSCRI 01-17-225-72852	212.12
					Total :	212.12
201436	3/17/2023	019192 TINLEY PARK CONVENTION CENTER	0308-LB-BK0521500009		DEPT HEAD LEDDIN TRAINING CO 01-12-000-73870	993.41
					Total :	993.41
201437	3/17/2023	007930 TRANS UNION	02300269		CREDIT SUMMARY,EMPLOYMENT 01-17-225-72852	90.00
					Total :	90.00
201438	3/17/2023	010653 TRINIDAD, HEATHER	032023		PER DIEM: 32 HOUR JUVENILE SPI 01-17-220-72140	45.00
			032923		PER DIEM: 3 DAY CALL DETAIL & C 01-17-220-72140	45.00
					Total :	90.00
201439	3/17/2023	004106 TYLER TECHNOLOGIES INC	025-402709		MUNICIPAL JUSTICE ANNUAL FEE 01-17-205-72655	14,737.62
					Total :	14,737.62
201440	3/17/2023	008040 UNDERGROUND PIPE & VALVE CO	059411		MAIN BREAK CLAMPS	
				VTP-019842	60-00-000-73630	281.61
				VTP-019842	63-00-000-73630	31.29
				VTP-019842	64-00-000-73630	134.10
				VTP-019842	60-00-000-73630	173.25
				VTP-019842	63-00-000-73630	19.25
				VTP-019842	64-00-000-73630	82.50
				VTP-019842	60-00-000-73630	150.57

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Voucher List
Village of Tinley Park

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Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
201440	3/17/2023	008040 UNDERGROUND PIPE & VALVE CO	(Continued)			
				VTP-019842	63-00-000-73630	16.73
				VTP-019842	64-00-000-73630	71.70
				VTP-019842	60-00-000-73630	226.17
				VTP-019842	63-00-000-73630	25.13
				VTP-019842	64-00-000-73630	107.70
				VTP-019842	60-00-000-73630	226.80
				VTP-019842	63-00-000-73630	25.20
				VTP-019842	64-00-000-73630	108.00
				VTP-019842	60-00-000-73630	37.80
				VTP-019842	63-00-000-73630	4.20
				VTP-019842	64-00-000-73630	18.00
					Total :	1,740.00
201441	3/17/2023	002613 UNITED HEALTHCARE AARP	AARP-PPPR030123		FY23 - RETIREE SUPPLEMENT UH(
				VTP-019641	01-14-000-72435	7,770.22
					Total :	7,770.22
201442	3/17/2023	011416 VERIZON WIRELESS	9929271792		ACCT#242459316-00001 CENTRAL	
					60-00-000-72127	16.64
					63-00-000-72127	16.64
					64-00-000-72127	14.26
					Total :	47.54
201443	3/17/2023	004192 VILLAGE OF FRANKFORT	400-1000-00-01		ACCT#400-1000-00-01 BROOKSIDE	
					64-00-000-73227	135,230.34
					Total :	135,230.34
201444	3/17/2023	008095 VISSERS COLLISION CENTER	160003907		ACCIDENT DAMAGE TO 16A (MNA2	
				VTP-019813	01-17-205-72540	4,052.19
					Total :	4,052.19
201445	3/17/2023	010165 WAREHOUSE DIRECT INC	5408457-0		EXECUTIVE HEIGHT CHAIRS	
			5446632-0	VTP-019715	01-26-025-74110	6,659.20
			5452290-0	VTP-019849	COPY PAPER	
					01-17-205-73110	1,145.80
					FOLDER LTR 1/3, 11 P 1CBX	

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
201445	3/17/2023	010165 WAREHOUSE DIRECT INC	(Continued)		60-00-000-73110	22.58
					63-00-000-73110	2.51
					64-00-000-73110	10.75
					01-26-023-73110	35.84
					01-26-024-73110	17.92
					Total :	7,894.60
201446	3/17/2023	008342 WHOLESALE DIRECT, INC.	000261965		CONTROL BOX AND LED DIRECTO	
				VTP-019829	01-26-024-72540	599.38
					Total :	599.38
97 Vouchers for bank code : apbank					Bank total :	710,619.49
97 Vouchers in this report					Total vouchers :	710,619.49

The Tinley Park Village Board having duly met at Village Hall do hereby certify that the following claims or demands against said village were presented and are approved for payment as presented on the above listing.

In witness thereof, the Village President and Clerk of the Village of Tinley Park, hereunto set their hands.

_____ Village President

_____ Village Clerk

_____ Date



Interoffice Memo

Date: March 21, 2022

To: Village Board of Trustees

From: Kristin Thirion

Subject: Hawaii Fluid Art - Class P Liquor License Request

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

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

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

THE VILLAGE OF TINLEY PARK
Cook County, Illinois
Will County, Illinois

ORDINANCE
NO. 2023-O-013

**AN ORDINANCE INCREASING THE NUMBER OF CLASS “P” LIQUOR
LICENSES THAT CAN BE ISSUED IN THE VILLAGE (HAWAII FLUID ART,
LOCATED AT 17200 OAK PARK AVENUE, UNIT 104)**

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

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

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park
Peterson, Johnson, & Murray Chicago, LLC, Village Attorneys
200 W. Adams, Suite 2125 Chicago, IL 60606

VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

ORDINANCE NO. 2023-O-013**AN ORDINANCE INCREASING THE NUMBER OF CLASS “P” LIQUOR
LICENSES THAT CAN BE ISSUED IN THE VILLAGE (HAWAII FLUID ART,
LOCATED AT 17200 OAK PARK AVENUE, UNIT 104)**

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, pursuant to Title XI, Chapter 112, Section 22 of the Village Code, liquor licenses may be authorized by the President and Board of Trustees of the Village of Tinley Park and the number of liquor licenses authorized to be issued for each class shall be kept on record in the office of the Village Clerk; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park desire to amend Title XI, Chapter 112, Section 22 of the Village Code to increase one (1) additional Class “P” liquor license; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interest of the said Village of Tinley Park and its residents to amend Title XI, Chapter 112, Section 22 of the Village Code to increase the number of Class “P” liquor licenses by one (1) authorized to be issued pursuant to this Ordinance;

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 finding of fact as if said recitals were fully set forth herein.

SECTION 2: : Pursuant to Title XI, Chapter 112, Section 22 of the Village of Tinley Park Village Code, the number of Class “P” licenses that can be issued by the Village shall be and is hereby increased from zero (0) to one (1), (this increase in the number of Class “P” liquor licenses reflects the availability of one additional Class “P” liquor license to be issued to Hawaii Fluid Art, located at 17200 Oak Park Avenue, Unit 104).

§ 112.22 PERMITTED NUMBER OF LICENSES.

(A) There shall be in force the following:

Class of License	Permitted Number
A	23
AV	14
AV-1	8
B	17
C	0
CV	3
D	3
DV	3
E	8
EV	11
F	1
G	4
I	1
J	1
K	3
L	3
N	3
O	1
OV	1
P	0 <u>1</u>
Q	N/A
R	1
S	2
UV	1
UV-2	1

(B) No license shall be issued in excess of the above limitations.

SECTION 3: Any policy, resolution, or ordinance of the Village that conflicts with the provisions of this Ordinance shall be and is hereby repealed to the extent of such conflict.

SECTION 4: That this Ordinance shall be in full force and effect from and after its adoption and approval.

PASSED THIS 21st day of March, 2023.

AYES:

NAYS:

ABSENT:

APPROVED THIS 21st day of March, 2023.

ATTEST:

VILLAGE PRESIDENT

VILLAGE CLERK

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

CERTIFICATE

I, NANCY M. O’CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 2023-O-013, “AN ORDINANCE INCREASING THE NUMBER OF CLASS “P” LIQUOR LICENSES THAT CAN BE ISSUED IN THE VILLAGE (HAWAII FLUID ART, LOCATED AT 17200 OAK PARK AVENUE, UNIT 104)” which was adopted by the President and Board of Trustees of the Village of Tinley Park on March 21st, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 21st day of March, 2023.

VILLAGE CLERK



PLAN COMMISSION STAFF REPORT

March 16, 2023

Official Zoning Map Approval – 2022

Village of Tinley Park

Applicant

Village of Tinley Park

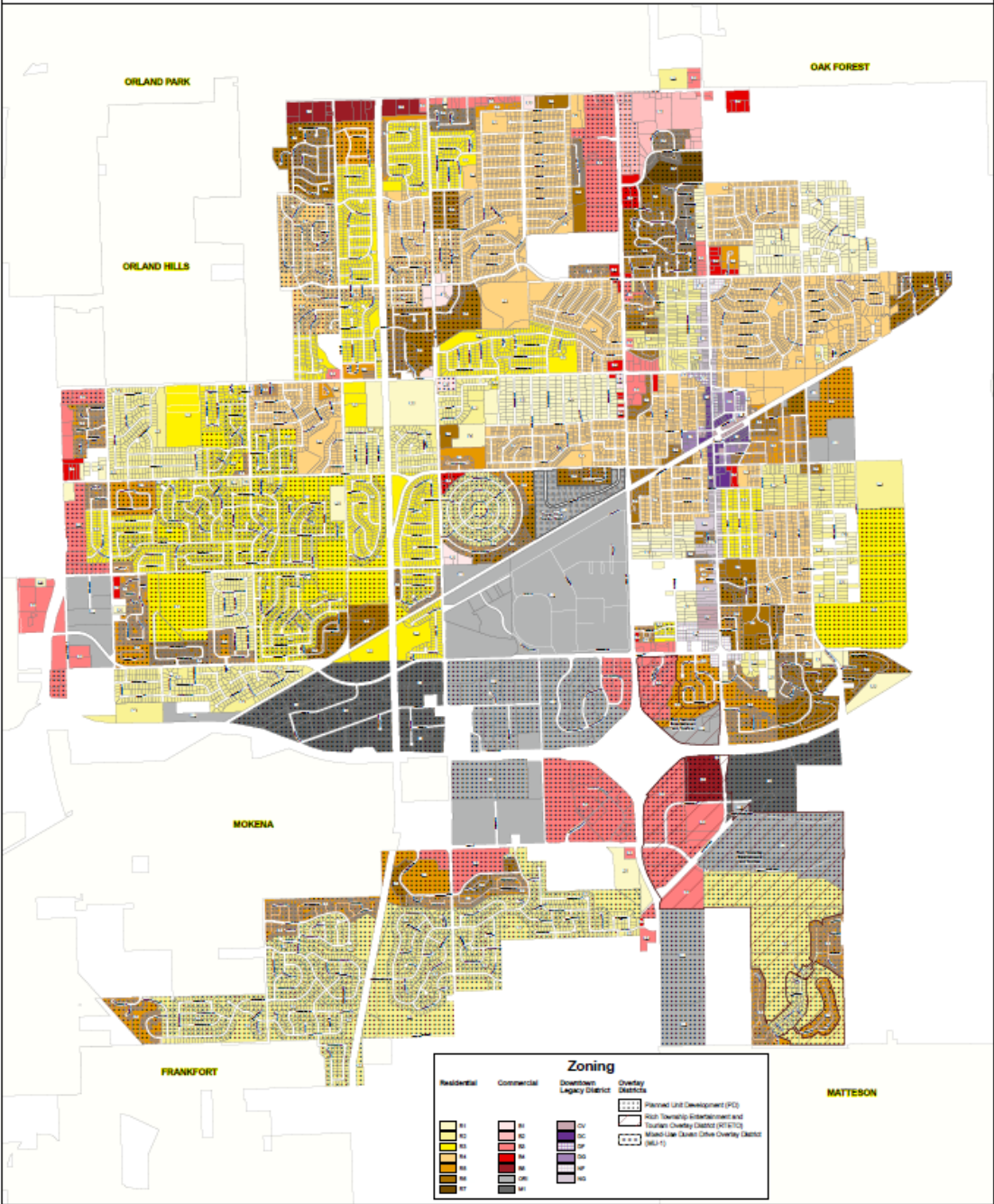
Approvals Sought

Official Zoning Map
Recommendation to the
Village Board

Project Planner

Lori Kosmatka
Associate Planner

Michael O. Whalen, AICP
Associate Planner



EXECUTIVE SUMMARY

Staff worked with the Village's GIS Consultant, MGP, Inc., to review the Village's Zoning Map and identify all updates and corrections through December 31, 2022. Per the Illinois Municipal Code, municipalities must adopt an Official Zoning Map by March 31st of each year.

Village Board review and approval of the 2022 Official Zoning Map is tentatively scheduled for March 21, 2023. The Plan Commission will provide a recommendation to the Village Board as to whether to approve the draft Zoning Map as proposed by Staff.

Staff notes that **no properties are being rezoned as part of the adoption of the official Zoning Map**. All zoning changes included a Public Hearing at the time of their approval and the request is simply ensuring the map correctly reflects any of the previous year's changes. The corrections made to the map being proposed reflect either map amendments (rezonings), annexations, and subdivisions approved in 2022, or corrections that were previously approved, but not accurately documented.

BACKGROUND

The Illinois Municipal Code (65 ILCS 5/11-13-19) requires certain municipal authorities to annually publish an Official Zoning Map by March 31st each year. While not required for home-rule municipalities, it is still considered good practice to do so annually to ensure the map remains accurate.

*(65 ILCS 5/11-13-19) (from Ch. 24, par. 11-13-19) Sec. 11-13-19. Except as otherwise provided in this section, **the corporate authorities shall cause to be published no later than March 31 of each year a map clearly showing the existing zoning uses, divisions, restrictions, regulations and classifications of such municipality for the preceding calendar year. The map published by the corporate authorities shall be the official zoning map.***

The Village's GIS Consultant maintains the on-line map and update's it with any changes throughout the year; however, an official map must still be approved each year. Staff has reviewed the current Zoning Map, made corrections based on map amendments through December 31, 2022, and provided a proposed draft of the Official Zoning Map for the Plan Commission's review.

CHANGES TO THE ZONING MAP

One annexation took place in 2022 (including rezoning and subdivision):

- Marriott (also known as New Horizon) – 9551 & 9555 183rd Street (PINs 27-34-300-013-0000 and 27-34-300-014-0000) was annexed and rezoned to B-3 General Business & Commercial Zoning District per Ordinance 22-O-063 (Annexation) and Ordinance 22-O-064 (Rezoning) and received a Final Plat of Subdivision as Resolution 22-R-086 creating two new lots as "New Horizon Subdivision".

One plat of subdivision with new Planned Unit Developments took place in 2022 (no other rezoning or annexation took place):

- Oak Ridge – Oak Forest Avenue and Ridgeland Avenue (PINs 28-29-300-030-0000, 28-29-300-036-0000, & 28-29-300-041-0000) received a Final Plat of Subdivision as part of the newly created "Oak Ridge Planned Unit Development" (Ordinance 22-O-036) creating new lots for the detached single family and townhome residences as the "Oak Ridge Subdivision" during the DR Horton Oak Ridge development.

One new Planned Unit Development took place in 2022 (no subdivision nor other rezoning or annexation took place)

- Tinley Downs Plaza - 7901-7951 171st Street (Southeast Corner 90th Avenue & 171st Street) (PIN 27-25-316-014-0000) was created as the "Tinley Downs Plaza" Planned Unit Development (Ordinance 22-O-013) during the Dunkin drive-through establishment development process.

Four plats of subdivisions took place in 2022 (no other rezoning or annexation took place):

- Tinley Park Business Center – 19501-19701 Harlem Avenue (Northeast Corner Vollmer Road & Harlem Avenue) (PINs 31-07-103-001-0000 & 31-07-300-001-0000) received a Final Plat of Subdivision (Resolution 22-R-072) and a Plat of Easement (Resolution 22-R-101) during the Scannell development process.
- Loyola Medicine – Southeast Corner 179th & La Grange (PINs 27-34-300-005-0000 and 27-34-300-011-0000) received a Final Plat of Subdivision (Resolution #22-R-028) resubdividing into two lots as "Loyola Medicine Subdivision".
- Atlas Putty – 8301 185th Street (PINs 19-09-02-200-028-0000 & 19-09-02-201-001-0000) received a Final Plat of Subdivision as part of the existing Northstar Business Center Planned Unit Development creating two new lots as "Atlas Putty Subdivision".
- Island 1 – One property at 6523 Vogt Street (PIN 28-30-412-007-0000) received a Plat of Subdivision that split the property creating two new lots as "Island 1 Subdivision".

Staff also identified two various corrections to the Official Zoning Map over the last year, including:

- Multitenant retail building at 7101 183rd Street is split in half with half in the Convention Center PUD.
- 7820 Graphics Drive is zoned ORI-PD but is not shown in a PUD.

The Village's GIS Consultant, MGP, Inc., has provided an updated map that reflects the corrections and annexation as noted by Staff. The updated map has been included in the Plan Commission packet in draft form.

RECOMMENDATION

Following a successful review, recommend proceeding with the Map to Village Board on March 21, 2023.

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION

NO.2023-R-023

**A RESOLUTION ADOPTING THE OFFICIAL 2022 ZONING MAP OF THE
VILLAGE OF TINLEY PARK**

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

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

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

VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION NO. 2023-R-023**A RESOLUTION ADOPTING THE OFFICIAL 2022 ZONING MAP OF THE
VILLAGE OF TINLEY PARK**

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, pursuant to 65 ILCS 5/11-13-19 of the Illinois Municipal Code, the corporate authorities of the Village of Tinley Park ("Village") shall publish, no later than March 31st of each year, a map showing the existing zoning uses, divisions, restrictions, regulations, and classifications of the Village ("Zoning Map") for the preceding calendar year; and

WHEREAS, the corporate authorities of the Village desire to adopt said 2022 Zoning Map, attached hereto as Exhibit 1; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interest of the Village of Tinley Park and its residents to adopt said Zoning Map; 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 fact as if said recitals were fully set forth herein.

SECTION 2: The President and Board of Trustees of Village of Tinley Park hereby adopt the Zoning Map, attached hereto as Exhibit 1, as the Official 2022 Zoning Map of the Village of Tinley Park. Changes in the Official 2022 Zoning Map from the Official 2021 Zoning Map are outlined in Exhibit 2.

SECTION 3: That said Official 2022 Zoning Map shall be maintained and available for inspection at the Village of Tinley Park, Village Hall.

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

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

PASSED THIS 21st day of March 2023.

AYES:

NAYS:

ABSENT:

APPROVED THIS 21st day of March 2023.

VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK

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

CERTIFICATE

I, NANCY M. O’CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2023-R-023, “A RESOLUTION ADOPTING THE OFFICIAL 2022 ZONING MAP OF THE VILLAGE OF TINLEY PARK”, which was adopted by the President and Board of Trustees of the Village of Tinley Park on March 21, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 21st day of March 2023.

VILLAGE CLERK

EXHIBIT 1

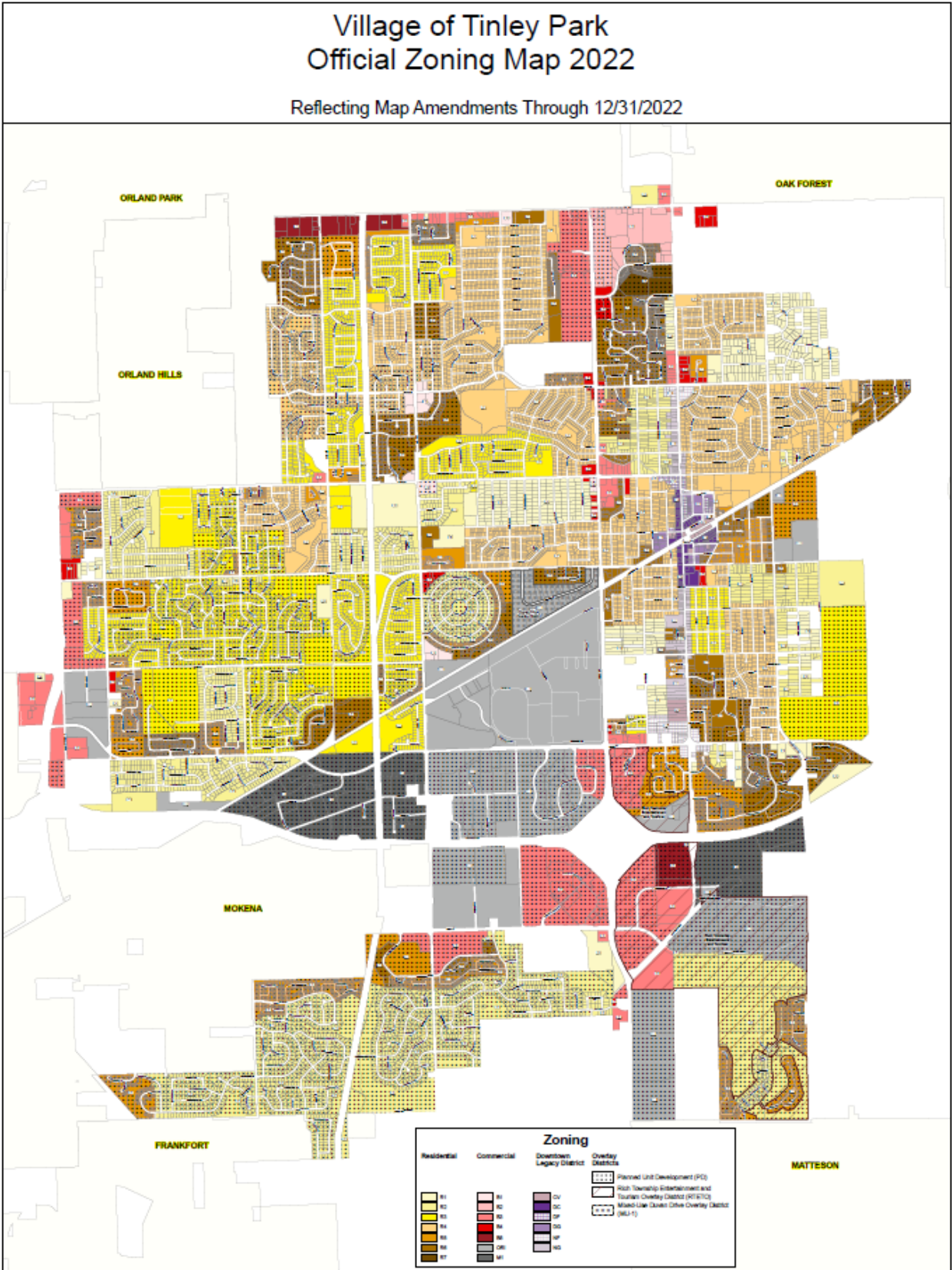


EXHIBIT 2

One annexation took place in 2022 (including rezoning and subdivision):

- Marriott (also known as New Horizon) – 9551 & 9555 183rd Street (PINs 27-34-300-013-0000 and 27-34-300-014-0000) was annexed and rezoned to B-3 General Business & Commercial Zoning District per Ordinance 22-O-063 (Annexation) and Ordinance 22-O-064 (Rezoning) and received a Final Plat of Subdivision as Resolution 22-R-086 creating two new lots as “New Horizon Subdivision”.

One plat of subdivision with new Planned Unit Developments took place in 2022 (no other rezoning or annexation took place):

- Oak Ridge – Oak Forest Avenue and Ridgeland Avenue (PINs 28-29-300-030-0000, 28-29-300-036-0000, & 28-29-300-041-0000) received a Final Plat of Subdivision as part of the newly created “Oak Ridge Planned Unit Development” (Ordinance 22-O-036) creating new lots for the detached single family and townhome residences as the “Oak Ridge Subdivision” during the DR Horton Oak Ridge development.

One new Planned Unit Development took place in 2022 (no subdivision nor other rezoning or annexation took place)

- Tinley Downs Plaza - 7901-7951 171st Street (Southeast Corner 90th Avenue & 171st Street) (PIN 27-25-316-014-0000) was created as the “Tinley Downs Plaza” Planned Unit Development (Ordinance 22-O-013) during the Dunkin drive-through establishment development process.

Four plats of subdivisions took place in 2022 (no other rezoning or annexation took place):

- Tinley Park Business Center – 19501-19701 Harlem Avenue (Northeast Corner Vollmer Road & Harlem Avenue) (PINs 31-07-103-001-0000 & 31-07-300-001-0000) received a Final Plat of Subdivision (Resolution 22-R-072) and a Plat of Easement (Resolution 22-R-101) during the Scannell development process.
- Loyola Medicine – Southeast Corner 179th & La Grange (PINs 27-34-300-005-0000 and 27-34-300-011-0000) received a Final Plat of Subdivision (Resolution #22-R-028) resubdividing into two lots as “Loyola Medicine Subdivision”.
- Atlas Putty – 8301 185th Street (PINs 19-09-02-200-028-0000 & 19-09-02-201-001-0000) received a Final Plat of Subdivision as part of the existing Northstar Business Center Planned Unit Development creating two new lots as “Atlas Putty Subdivision”.
- Island 1 – One property at 6523 Vogt Street (PIN 28-30-412-007-0000) received a Plat of Subdivision that split the property creating two new lots as “Island 1 Subdivision”.

Staff also identified two various corrections to the Official Zoning Map over the last year, including:

- Multitenant retail building at 7101 183rd Street is split in half with half in the Convention Center PUD.
- 7820 Graphics Drive is zoned ORI-PD but is not shown in a PUD.



Interoffice Memo

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

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

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

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

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

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

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

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

Staff Direction Request:

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

Attachment:

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



THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION NO. 2023-R-029

**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY
PARK AND AL WARREN OIL COMPANY, INC. FOR A BULK FUEL PURCHASE**

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

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

RESOLUTION NO. 2023-R-029**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK
AND AL WARREN OIL, INC. FOR A BULK FUEL PURCHASE**

WHEREAS, the Village of Tinley Park, Cook and Will Counties, Illinois, is a Home Rule Unit pursuant to the Illinois Constitution of 1970; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into a Contract with Al Warren Oil, Inc., a true and correct copy of such Contract being attached hereto and made a part hereof as **EXHIBIT 1**; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interests of said Village of Tinley Park that said Contract be entered into by the Village of Tinley Park;

NOW, THEREFORE, Be It Resolved by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

Section 1: The Preambles hereto are hereby made a part of, and operative provisions of, this Resolution as fully as if completely repeated at length herein.

Section 2: That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interests of the Village of Tinley Park and its residents that the aforesaid "Contract" be entered into and executed by said Village of Tinley Park, with said Contract to be substantially in the form attached hereto and made a part hereof as **EXHIBIT 1**.

Section 3: That the President and Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois are hereby authorized to execute for and on behalf of said Village of Tinley Park the aforesaid Contract.

Section 4: That this Resolution shall take effect from and after its adoption and approval.

ADOPTED this 21st day of March, 2023, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 21st day of March, 2023, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

**CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND AL WARREN OIL, INC. FOR
A BULK FUEL PURCHASE**

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

CERTIFICATE

I, NANCY M. O’CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2023-R-029, “**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND AL WARREN OIL, INC. FOR A BULK FUEL PURCHASE,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on March 21st, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 21st day of March, 2023.

VILLAGE CLERK



Specialized Petroleum Marketers

FIXED FORWARD CONTRACT

Fuel Pricing

Seller: Al Warren Oil Company, Inc.Address: 1646 Summer St. Hammond, IN 46320Buyer: Village of Tinley ParkAddress: 7980 W. 183rd Tinley Park, IL 60477

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

Sales Office: 1646 Summer St. Hammond, IN 46320

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

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

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

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

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

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

SELLER: Al Warren Oil Company, Inc.

BUYER: Village of Tinley Park

BY: _____

BY: _____

Date: _____

Date: _____



Specialized Petroleum Marketers

FIXED FORWARD CONTRACT

Fuel Pricing

Seller: Al Warren Oil Company, Inc.Address: 1646 Summer St. Hammond, IN 46320Buyer: Village of Tinley ParkAddress: 7980 W. 183rd Tinley Park, IL 60477

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

Sales Office: 1646 Summer St. Hammond, IN 46320

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

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

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

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

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

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

SELLER: Al Warren Oil Company, Inc.

BUYER: Village of Tinley Park

BY: _____

BY: _____

Date: _____

Date: _____



Interoffice Memo

Date: March 13, 2023

To: John Urbanski, Public Works Director

From: Kelly Mulqueeney, Street Superintendent

Subject: Landscape Maintenance Mowing – Service Contract Award Renewal (Year 2 of 3)

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

Scope of Work:

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

Description:

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

Budget / Finance:

Funding is budgeted in the FY24 Budget:

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

Staff Direction Request:

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

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION

NO. 2023-R-031

**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY
PARK AND CITY ESCAPE GARDEN AND DESIGN, LLC FOR LANDSCAPE
MAINTENANCE MOWING**

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

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

RESOLUTION NO. 2023-R-031**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK
AND CITY ESCAPE GARDEN AND DESIGN, LLC FOR LANDSCAPE MAINTENANCE
MOWING**

WHEREAS, the Village of Tinley Park, Cook and Will Counties, Illinois, is a Home Rule Unit pursuant to the Illinois Constitution of 1970; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into a Contract with City Escape Garden and Design, LLC, a true and correct copy of such Contract being attached hereto and made a part hereof as **EXHIBIT 1**; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interests of said Village of Tinley Park that said Contract be entered into by the Village of Tinley Park;

NOW, THEREFORE, Be It Resolved by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

Section 1: The Preambles hereto are hereby made a part of, and operative provisions of, this Resolution as fully as if completely repeated at length herein.

Section 2: That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interests of the Village of Tinley Park and its residents that the aforesaid "Contract" be entered into and executed by said Village of Tinley Park, with said Contract to be substantially in the form attached hereto and made a part hereof as **EXHIBIT 1**.

Section 3: That the President and Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois are hereby authorized to execute for and on behalf of said Village of Tinley Park the aforesaid Contract.

Section 4: That this Resolution shall take effect from and after its adoption and approval.

ADOPTED this 21st day of March, 2023, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 21st day of March, 2023, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

**CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND CITY ESCAPE GARDEN
AND DESIGN, LLC FOR LANDSCAPE MAINTENANCE MOWING**

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

CERTIFICATE

I, NANCY M. O’CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2023-R-031, “**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND CITY ESCAPE GARDEN AND DESIGN, LLC FOR LANDSCAPE MAINTENANCE MOWING,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on March 21, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 21st day of March, 2023.

VILLAGE CLERK

SCOPE OF SERVICES

Attached Scope of work for Lawn Maintenance-Mowing as detailed in:

- Proposal Title Lawn Maintenance-Mowing dated January 31, 2021

VILLAGE OF TINLEY PARK
2023
SERVICE CONTRACT

This contract is by and between the **Village of Tinley Park**, an Illinois home-rule municipal corporation (the "Village"), and **City Escape Garden & Design LLC** (the "Contractor"), for the project or work described in Exhibit A, attached hereto and made a part hereof.

1. In consideration of the compensation stated in paragraph 2, the Contractor shall provide all the services described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference. The express terms of this Contract shall take precedence and control over any term or provision of the Scope of Services (Exhibit A) that in any way conflicts with, differs from, or attempts to alter the terms of this Contract.
2. Except in the event of a duly authorized change order approved by the Village as provided in this Contract, and in consideration of the Contractor's final completion of all work in conformity with this Contract, the Village shall pay the Contractor an amount not to exceed **two hundred and fifty five thousand seven hundred four 59/100 Dollars (\$255,704.59)**. Within thirty (30) calendar days of completion of the work, the Contractor shall submit his application for payment to the Village, and the Village shall pay Contractor for the work performed no later than **thirty (30)** calendar days from the date of the Village's receipt and the Village's approval of the work and the application for payment. No payment shall be made by the Village until the Contractor has submitted to the Village (i) a Contractor's Affidavit listing all subcontractors and material suppliers utilized on the project and (ii) final waivers of lien from the Contractor, all subcontractors and all material suppliers.
3. No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from the Village Manager or his designee. The Contractor shall not execute change orders on behalf of the Village or otherwise alter the financial scope of the Project.
4. Written change orders may be approved by the Village Manager or his designee provided that the change order does not increase the amount set forth in paragraph 2 of this Contract to more than \$10,000.00. Changes in excess of this amount must be approved by the Village Board prior to commencement of the services or work. **If a requested change causes an increase or decrease in the cost of or time required for the performance of the contract, Contractor will agree to an equitable adjustment in the contract price or performance schedule, or both. Neither party is obligated to comply with requested changes unless and until both parties execute a written change order.**
5. **Time is of the essence on this Contract.** The Contractor shall complete all work under this Contract by the dates set forth below:
April 30, 2024
6. No "Notice to Proceed" may be given nor any work commenced until this Contract is fully executed and all exhibits and other attachments are completely filled out and attached hereto.
7. It is understood and agreed by the parties that the Contractor is an independent contractor retained for the above-mentioned purpose. The Village shall not control the manner nor the means of the Contractor's performance, but shall be entitled to a work product as described herein. The term "subcontractor" shall mean and include only those hired by and

having a direct contract with Contractor for performance of work on the Project. The Village shall have no responsibility to any subcontractor employed by a Contractor for performance of work on the Project, and all subcontractors and material suppliers shall look exclusively to the Contractor for any payments due. The Village will **not** be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. Every subcontractor shall be bound by the terms and provisions of this Contract as far as applicable to their work. The Contractor shall be fully responsible to the Village for the acts and omissions of its subcontractors, and shall ensure that any subcontractors perform in accordance with the requirements of this Contract. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the Village. The Contractor is solely responsible for the safety procedures, programs and methods of its employees and agents and shall hold the Village harmless for any and all damages resulting from violations thereof. The Contractor shall comply with all applicable federal, State and local safety laws and regulations.

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

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

CERTIFICATIONS BY CONTRACTOR**Eligibility to Contract**

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

CityEscape Garden & Design LLC Connie Rivere
Name of Contractor (please print) Submitted by (signature)
Managing Member
Title

Certificate of Compliance with Illinois Human Rights Act

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

CityEscape Garden & Design LLC Connie Rivere
Name of Contractor (please print) Submitted by (signature)
Managing Member
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.

CityEscape Garden & Design LLC Connie Rivere
Name of Contractor (please print) Submitted by (signature)
Managing Member
Title

Governor
JB Pritzker



Director
James L. Bennet

State of Illinois Eligible Bidder / Public Contractor

CITYESCAPE GARDEN & DESIGN LLC

3022 W Lake Street

Chicago , IL, 60612

IDHR Eligibility Number: 121498-00

Type of IDHR Eligibility Number : Corporate Headquarters / Primary Location

The person, firm or corporation whose name appears on this certificate has registered and is authorized by the Illinois Department of Human Rights to bid on or be awarded public contracts, pursuant to 44 Ill. Admin. Code 750.210 and the Illinois Human Rights Act, 775 ILCS 5/2-105. The official status of this registration can be verified at www.illinois.gov/DHR.



Form Number:
PC1
Start Date
05/25/2021
Expiration Date
05/24/2026

Illinois Department of Human Rights
100 W. Randolph St., Suite 10-100
Chicago, IL, 60601

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.

CityEscape Garden & Design LLC Connie Rivera
 Name of Contractor (please print) Submitted by (signature)

Managing Member
 Title

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

The undersigned hereby certifies that:

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

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

CityEscape Garden & Design LLC Connie Rivera
 Name of Contractor (please print) Submitted by (signature)

Managing Member
 Title

Certificate of Compliance with Prevailing Wage Requirements

The undersigned hereby certifies that:

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

CityEscape Garden & Design LLC Corrie Rivera
Name of Contractor (please print) Submitted by (signature)

Managing Member
Title

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

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

CityEscape Garden & Design LLC Corrie Rivera
Name of Contractor (please print) Submitted by (signature)

Managing Member
Title

Employment of Illinois Workers on Public Works Act

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

City Escape Garden & Design LLC Roxanne Rivera
Name of Contractor (please print) Submitted by (signature)

Managing Member
Title

CONTRACTOR NAMEBY: Connie RiveraMar 13, 2023

Date

Printed Name: Connie RiveraTitle: Managing Member**VILLAGE OF TINLEY PARK**

BY: _____

Michael Glotz, Village President
(required if Contract is \$20,000 or more)_____
Date

ATTEST:

Village Clerk
(required if Contract is \$20,000 or more)_____
Date**VILLAGE OF TINLEY PARK**

BY: _____

Village Manager

Date

Exhibit B

INSURANCE REQUIREMENTS

(See Risk Manager for Insurance Requirements)

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 847-393-7922 Oaklane Insurance Agency 333 Highway 83 Suite 200 Mundelein, IL 60060 John Brandl, CIC		CONTACT NAME: PHONE (A/C, No, Ext): 847-393-7922 FAX (A/C, No): 847-393-7798 E-MAIL ADDRESS:	
INSURED City Escape Garden & Design LLC CGD Properties LLC 3022 West Lake St Chicago, IL 60612		INSURER(S) AFFORDING COVERAGE INSURER A: Cincinnati Insurance Company INSURER B: WESTCHESTER INSURER C: Pie Insurance Company INSURER D: INSURER E: INSURER F:	
		NAIC # 10677	

COVERAGES

CERTIFICATE NUMBER:

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"/> E & O GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		ENP0380161 ENP0380161	04/01/2022 04/01/2022	04/01/2023 04/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 E&O/ Prof \$ 1,000,000
A	<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	X		EBA0380161	04/01/2022	04/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			ENP0380161	04/01/2022	04/01/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC94628-00	04/01/2022	04/01/2023	<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
B	POLLUTION			G28295078001	04/13/2022	04/13/2023	POLLUTION
A	Lease/Rent Equip			ENP0380161			L&R Equip 80,000

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

Additional Insureds are added to the GL Primary/Noncontributor & Auto w/respect to work prfmd by the named insd as required by signed written contract: see attached. Umbrella follows form.

CERTIFICATE HOLDER

CANCELLATION

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

NOTEPAD:

INSURED'S NAME

City Escape Garden & Design LLC

OP ID: ACCT

Date 03/31/2022

Additional Insureds are added to the GL Primary/Noncontributor & Auto w/respect to work prfmd by the named insd as required by signed written contract: The Village of Tinley Park and its officers, officials, Village President, Board of Trustees, agents, employees, volunteers, representatives, assigns, successors, transferees, licensees, invitees and attorneys. Umbrella follows form.

Village of Tinley Park**Lawn Maintenance****SCOPE OF WORK:**

The Village of Tinley Park (VOTP) in its role of maintaining village-owned properties seeks the services of a capable Contractor to coordinate and deliver landscape maintenance services at VOTP owned or VOTP maintained properties, such as right-of-ways and detention pond locations. The Contractor shall perform the following general services during the growing season, which is March 15th through December 1st.

- **Lawn Maintenance:** Provide complete lawn care including mowing, edging and weed whipping if necessary for all areas as detailed in the bid breakdown.
- **Paved Area Weed Control:** Provide weed control services on select paved areas, and other related work in areas listed in the detailed bid breakdown.
- **Regular Work Reporting:** On a weekly basis, provide daily work logs.
- **On Demand Lawn Maintenance:** When directed by the Street Superintendent or approved representative, perform mowing and maintenance services at non-regular mowing sites as requested.

BID REQUIREMENTS

Bid pricing must be added to the attached detailed bid tab sheet. The cost must be broken down for each area per mowing and total for the entire growing season (estimated at 32 mowings). The contract(s) will be in effect for the entire 2022 growing season. The growing season is March 15th through December 1st. Dependent on weather conditions, services may or may not be needed for the entire growing season or the listed season may need to be extended beyond the listed time. The contract(s) will have the option for two (2)- one year extensions. The extension will be based on good workmanship and price. On occasion new on-demand work may be needed in addition to regular maintenance work items. Prices for on-demand services including labor should be included in the bid separate from regular mowing. Any on-demand services must be approved by Street Superintendent or designated Street Foreman.

EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS, AND WORK SITES:

Before submitting a bid, the prospective bidder shall carefully examine the provisions of the contract. The bidder shall inspect in detail the sites of the proposed work, investigate and become familiar with all

Bids Due 1/31/2022

7946 Lawn Maintenance

02925-1

LANDSCAPE MAINTENANCE

01010 – SUMMARY OF WORK**PART 1 - GENERAL****1.01 Project Description**

- A. The project consists of lawn and landscape maintenance work throughout the Village of Tinley Park. Project related information is as follows:
1. Project Name: Lawn Maintenance
 2. Project Location: Scattered sites throughout the Village of Tinley Park, Illinois
 3. Owner: Village of Tinley Park (the Village)
 4. Landscape Architect: site design group, ltd. (site)
- B. The site maintenance work consists of, but is not limited to:
1. Regular lawn maintenance services on Village owned or Village maintained sites.
 2. Regular weed control services on Village owned or Village maintained paved median areas.
 3. On-demand mowing services- to be requested and approved by the Village on a case by case basis.

1.02 Contractor use of Premises

- A. General: During the project period the Contractor shall have full use of the premises for maintenance operations, including use of the sites. The Contractor's use of the premises is limited only by the Owner's right to perform maintenance operations with its own forces or to employ separate contractors on portions of the project.
- B. The Contractor is responsible for the repair and/or replacement of areas damaged by project operations.
- C. All damaged areas shall be restored to the existing condition prior to the damage.

1.03 Contractor Responsibilities

- A. The Contractor's responsibilities include, but are not limited to:
1. Keeping contract areas well maintained at all times as noted in contract specifications.
 2. Minimizing disruption to curbs, pavement and street traffic.
 3. When required, provide traffic protection and control.
 4. Secure all required work permits.
 5. Provide in-kind replacements or repairs for any damages incurred while performing contract work, including but not limited to private property such as fences or mailboxes, and public ROW such as turf repairs from ruts, or overspray from herbicide applications.

END OF SECTION

Mowing & Lawn Maintenance: Sites Found in Mowing Map Book

Site #	Map Grid #	Name/Description	Acres	Notes	2022 Per Mowing Price	2022 Yearly Cost (32 Mowings)	2023 Per Mowing Price	2023 Yearly Cost (32 Mowings)	2024 Per Mowing Price	2024 Yearly Cost (32 Mowings)
M001		1 Apple Pond & Creekmont	0.34	Sprague delineates naturalized "no mow" area border	11.75	376.06	11.93	381.74	12.76	408.46
M002		2 80th Av Parkways 158th-163rd st	1.73		59.59	1908.86	60.49	1935.61	64.72	2071.11
M004		2 E. on 163rd - 80th Ave. to 84th Ave. by Com Ed R.O.W.	0.10		3.30	105.49	3.35	107.08	3.58	114.58
M005		2 Pond north side of 163rd St. & Evergreen	5.88		202.70	6486.43	205.78	6584.25	220.16	7045.15
M006		3 70th Av Medians Between 161st & 165th	2.35	Mow down to waterstone's edge, weed whip anything that comes up along waterstone	80.87	2567.83	82.08	2626.80	87.84	2810.74
M007		3 Pond north side of Helen Keller School	3.90		134.63	4308.15	136.66	4373.12	146.23	4679.24
M008		5 Centennial Dr - Brentwood Dr by retirement home	0.30		10.38	332.04	10.53	337.05	11.27	360.84
M010		5 Kingston Ct. & Brentwood Dr	0.24		8.37	267.98	8.49	271.72	9.09	290.74
M011		5 Centennial Circle Pkwy behind Menards	0.18		6.30	201.45	6.39	204.48	6.84	218.80
M012		5 Village Hall 16250 Oak Park Ave	3.98		137.15	4368.78	139.22	4454.87	146.96	4766.82
M013		4 Harlem Ave Medians	0.04		1.38	44.04	1.40	44.71	1.49	47.83
M014		5 Oak Park north of 163rd St	0.72		24.70	790.42	25.07	802.34	26.83	858.50
M015		14 Pond North side of 168th St	2.41		83.25	2664.09	84.51	2704.27	90.42	2893.57
M016		8 167th St Com Ed R.O.W	0.14		4.78	153.02	4.85	155.33	5.19	168.70
M017		2 80th Av Parkways 163rd-167th st	0.75		25.90	828.75	26.29	841.25	28.13	900.14
M019		4 Lake Villa Ave and 163rd St	2.26		77.81	2469.93	78.98	2527.48	84.51	2704.41
M020		9 Post 7 - 164th & Harlem Ave. E. side	0.08		2.85	91.11	2.89	92.48	3.09	98.95
M021		4 Harlem Ave & 163rd St. Island	0.22		7.58	242.63	7.70	246.29	8.24	263.53
M022		11 167th St Medians	0.01		0.35	11.12	0.35	11.28	0.38	12.06
M025		12 Post 1 - 167th St Pump and Tank 6840 167th St	1.59		53.51	1712.24	54.31	1738.06	58.12	1859.72
M027		6 Esplanade North side of James St. Ridgeland to Leslie Ann	1.40		48.21	1542.84	48.94	1566.10	52.37	1675.73
M028		14 Pond 167th St. & Cherry Hill	3.67		126.40	4044.86	128.31	4105.89	137.29	4393.31
M029		14 Plum Ct Pond	3.01		103.92	3325.56	105.49	3375.71	112.88	3612.01
M030		14 Pond North side of 168th St	2.28		78.86	2523.50	80.05	2567.99	85.65	2740.87
M032		15 168th St. Waterford Pond easement	0.23		7.91	252.88	8.02	256.79	8.59	274.77
M033		15 Pond Waterford & 168th St	3.50		120.83	3884.58	122.65	3924.89	131.24	4199.63
M034		15 171st St from 84th to Grissom Dr. (north side)	0.15		5.19	165.98	5.26	168.48	5.63	180.27
M035		15 Esplanade behind Kirby School (17000 80th Ave)	5.08		174.50	5584.13	177.14	5688.35	186.54	6065.13
M036		15 Post 5 - Bayberry Plaza Guardrail	0.48		18.59	530.91	18.84	538.91	18.02	576.64
M039		15 80th Ave Parkways 167th to 171st	0.48		17.63	564.06	17.89	572.57	19.15	612.65
M041		17 Harlem and 168th Pl (southwest corner)	1.01		36.43	1165.74	36.88	1183.32	39.57	1266.15
M044		16 170th & Olcott Parkway by bridge	0.56	1061 Regular mowing north portion and outside perimeter	54.96	1758.61	55.78	1785.13	59.69	1910.09
M045		17 170th Pl. & Harlem Avenue E. & W. side	1.59		10.41	333.08	10.57	338.11	11.31	361.77
M047		17 170th Pl. & Olcott Ave. - empty lot	0.30		5.51	176.39	5.60	179.05	5.99	181.58
M049		17 Harlem Ave median, Sandy Ln to 170th	0.07		2.98	82.65	2.62	83.89	2.81	89.76
M050		16 Pond 171st & Olcott	11.73		404.32	12938.39	410.42	13133.52	436.15	14052.86
M051		18 Esplanade North side Sayre Ave. & 168th St.	0.25		8.65	276.88	8.78	281.06	9.40	300.73
M052		18 Oak Park Ave. medians - Tinley Park Dr. to 171st St.	0.82		21.44	685.96	21.76	696.31	23.28	745.05
M057		12 Ridgeland Ave. - 167th St. to Willow Ln	1.47		50.56	1617.93	51.32	1642.33	54.92	1757.28
M058		19 Willow Lane Ditch	1.50		51.74	1655.74	52.52	1680.71	56.20	1798.36
M059		13 167th St Parkway along cemetery	0.25		8.48	271.38	8.61	275.47	9.21	294.78
M060		20 Andrea Pond	0.99		33.99	1087.74	34.50	1104.15	36.82	1181.44
M061		20 Christopher Ct. Island	0.06		2.18	69.67	2.21	70.72	2.36	75.87
M062		20 Gaynelle Bridge - parkways	0.15		5.11	163.39	5.18	165.85	5.55	177.46
M063		22 171st St Parkway - 92nd Ave to 94th Ave	0.33		11.23	359.23	11.40	364.85	12.19	390.18
M064		22 94th Ave Parkways 171st-175th	1.78		61.45	1966.28	62.37	1995.95	66.74	2135.68
M065		22 Briar & Thornwood pond	1.31		45.22	1441.18	45.91	1469.01	49.12	1571.84
M066		23 88th Ave - 172nd to 174th both sides of street	1.31		45.05	1441.53	45.73	1469.01	48.93	1565.70
M068		23 Thornberry Ln and Sheffield Dr Vacant lot	0.56		19.41	621.27	19.71	630.64	21.09	674.78
M069		23 Mill Run & 171st St. pond & parkways	0.38		12.99	415.63	13.18	421.90	14.11	451.43
M070		24 175th St. parkways Humber to 68th	1.05		36.18	1157.11	36.70	1174.56	38.27	1256.78
M071		23 175th St Esplanade	0.46		15.17	508.23	15.17	508.23	16.12	515.89
M072		23 Pond 88th Ave. & 175th St. Timbers	2.23		76.92	2468.67	78.08	2498.67	83.55	2673.57
M073		14 171st St Parkways	2.57		88.68	2837.90	90.02	2890.70	96.32	3082.35
M074		25 175th St. 84th Ave. to Castle - parkways on N. side	0.51		17.62	563.78	17.88	572.26	18.13	581.32
M075		14 84th Ave. - 171st to 175th St	1.74		60.02	1920.54	60.92	1949.51	65.19	2085.97
M077		25 175th St. at ComEd right-of-way	0.27		9.30	297.63	9.44	302.12	10.10	323.27
M080		15 171st St Parkway - 80th to Ozark (south side)	0.26		8.89	284.42	9.02	288.70	9.65	308.91
M081		15 172nd St. & 80th Ave. S. of Walgreens pond easements	0.33		11.34	363.04	11.52	368.51	12.32	394.31
M083		26 Including the lift station	1.96		67.41	2157.15	68.43	2188.68	73.22	2342.86
M084		26 Esplanade North side of 175th St. Ozark to Post 3	0.51		17.62	563.71	17.88	572.22	18.13	581.32
M087		26 175th Odell Av- Oriole Av	6.19		213.31	6825.89	216.53	6928.83	231.68	7413.95

M088	18 171st St. & New England - parkways N & S sides	0.29		10.11	328.54	10.28	328.42	10.98	351.41
M090	28 Easement Triangle 175th St. & Hickory St	0.25		8.76	280.40	8.88	284.63	9.52	304.55
M091	28 6720 & 6712 North Street	0.73		25.04	801.30	25.42	813.48	27.20	870.42
M092	31 172nd Street from 87th Ct to 173rd St	0.31		10.76	344.22	10.92	349.41	11.08	373.87
M093	28 6720 North St	1.10		38.02	1216.50	38.59	1234.84	41.29	1324.28
M096	28 Oak Park Ave Train Station North of RR	0.71		24.41	781.08	24.78	792.86	26.51	848.58
M098	28 Old Central School Lot	3.12		107.59	3442.82	108.21	3494.74	116.88	3739.37
M099	Public Safety Building parkway liners and 173rd Pl Oak Park	0.02	Trash enclosure needs weed whip only, weed						
M100	28 Ave NW corner lot trash enclosure	0.19	Whitman punchy area at 88th Ct and Metra tracks	6.68	22.07	0.70	22.40	0.75	23.97
M101	28 Oak Park Ave Train Station south of RR	0.35		11.93	381.76	12.11	387.52	12.96	414.65
M102	31 Easement 64th Ct. & Ridgeland	0.81		31.28	1001.05	31.75	1016.14	33.98	1067.27
M104	22 94th Ave Parkways 175th-178th	3.47		119.69	3930.14	121.50	3987.91	130.00	4160.06
M105	22 91st W 175th St	0.07		2.35	75.08	2.38	76.22	2.55	81.59
M107	34 Ash & 176th - 9200 West	0.18		5.41	173.11	5.49	175.72	5.88	188.02
M108	24 84th Ave from 175th to 178th	0.43		14.88	469.65	14.90	476.73	15.94	510.10
M109	Pond across from Prairie View School (6500 175th St) on 175th								
M110	24 St	3.38		116.52	3731.85	118.38	3788.13	128.67	4053.30
M111	36 Pond north side of 178th St. & 88th	3.67		128.70	4054.28	128.61	4115.42	137.81	4403.50
M112	23 S. of 175th at 88th Ave. - N side of 175th St	0.19		6.68	213.72	6.78	216.94	7.25	232.13
M113	25 175th St. & 88th Ave. W parkways	0.58		19.99	639.72	20.29	649.37	21.71	694.83
M114	25 175th St. & Queen Mary Pond	1.81		62.28	1893.08	63.22	2023.14	67.86	2164.76
M115	38 179th St. - 80th Ave. to 84th Ave. - parkways	8.17		281.61	9011.63	286.66	9147.54	305.87	9767.88
M116	37 Post 11 - empty lot on Cloverview	0.26		8.93	285.71	9.08	290.02	9.70	310.32
M117	27 Sardswood - guardrail	0.13		4.64	148.48	4.71	150.73	5.04	161.28
M118	27 Bristol Park Pond	0.31		10.54	337.21	10.70	342.30	11.45	366.26
M119	40 179th St Parkways - Harten to Sayre	0.46		18.02	512.65	18.26	520.38	17.40	558.81
M120	28 Hickory Street Pump Station and N side of Hickory St	1.83		63.13	2020.00	64.08	2050.47	69.56	2194.00
M121	43 Texas Roadhouse Drive White Eagle Drive east	0.73		25.24	807.80	25.62	818.98	27.42	877.38
M122	Texas Roadhouse Drive White Eagle Drive west and N and S								
M123	43 183rd St parkways	0.78		28.96	882.66	27.36	875.67	28.28	936.97
M124	43 183rd St Medians	4.74		163.60	5235.24	166.07	5314.20	177.68	5880.19
M127	36 Pond South side 179th St. & 88th	3.61		124.40	3880.78	126.28	4040.02	135.11	4323.88
M129	45 Pond Newcastle Drive & Mansfield Dr	13.54		466.85	14633.14	473.89	15164.44	507.06	18225.65
M130	34 S 179th St Golden Phasant to Upland Dr	0.90		31.88	968.23	31.67	1013.28	33.88	1084.21
M132	37 80th Ave Parkways 178th-RR	0.16		5.63	180.32	5.72	183.04	6.12	195.85
M133	47 80th Ave Parkways RR-183rd st	0.70		24.22	775.05	24.59	786.74	26.31	841.81
M134	47 Cork Rd Pond	0.47		16.05	513.48	16.29	521.20	17.43	557.69
M135	48 183rd St easement 76th to 80th (south side)	0.08		2.75	87.85	2.78	88.18	2.98	95.42
M136	47 7650 183rd St. PW area	4.06		137.88	4411.44	139.94	4477.97	149.73	4791.42
M137	49 7650 183rd St Police Station and PW area	2.48		84.85	2718.27	86.23	2759.27	92.26	2952.42
M138	47 80th Ave Parkways RR-183rd st east side	0.42		14.50	468.46	14.80	473.49	15.83	506.64
M139	37 80th Ave Train Station	5.05	Weed Whip Only- contact Police Department for access	174.19	5574.00	178.81	5539.07	189.19	6054.13
M140	48 Police Impound Lot, Fire Training Tower and Fenceline	0.08		2.60	83.12	2.64	84.38	2.82	90.28
M142	48 Berm ESDA Garage (7780 183rd St)	0.35		12.04	385.30	12.22	391.18	13.08	416.58
M143	48 Easement Veterans Parkway 76th Ave to Timbers Drive	8.20		282.63	9044.18	288.89	9180.56	306.97	9823.20
M144	48 7850 183rd St Police Station & Fire Training Tower	0.87		23.16	748.67	23.50	751.84	25.14	804.47
M145	38 Hartem Ave Median 177th St to 191st St	1.90		65.53	2068.95	66.52	2128.57	71.17	2277.57
M148	51 Easement 182nd Street & Sayre Avenue	0.77		28.89	850.75	28.98	863.58	28.88	924.03
M149	52 181st St. & 65th Ave Detention N. & S	1.52		52.37	1675.88	53.16	1701.16	56.88	1820.24
M150	52 Easement 183rd St & Ridgeland	1.37		47.27	1512.78	47.99	1535.90	51.35	1643.09
M151	51 183rd St. & Oak Park Ave. corner SE	0.45		15.35	488.21	15.58	488.82	16.87	533.52
M152	53 Easement 181st St. & Highland	0.59		18.27	554.63	18.77	564.51	22.22	711.02
M153	44 183rd 91st Ave-84th Ave	1.42		48.89	1564.80	49.63	1588.20	53.11	1688.37
M156	44 92nd Ave. S of 183rd parkway	0.84		28.90	924.83	29.34	938.88	31.39	1004.61
M159	45 183rd Black Oak Dr-88th Ave	0.26		8.88	287.44	9.12	291.77	9.76	312.20
M160	47 183rd ST PARKWAY 183rd PL to Tralee Trl	0.83		28.71	918.81	28.15	932.68	31.19	997.95
M161	58 185th St Parkway	0.32		11.00	352.06	11.17	357.37	11.95	382.39
M162	61 Convention Center Dr /183rd St	1.39		48.05	1537.50	48.77	1560.69	52.19	1686.94
M163	61 North & South Sides of Creek Next to Jovan Broadcasting	2.19		75.54	2417.41	76.88	2453.68	82.05	2625.63
M164	85 Easement Prospect & 191st	3.49		120.22	3947.04	122.03	3905.06	130.58	4178.42
M166	69 80th Ave - parkways 191st St. to Greenway Blvd	1.63		56.21	1786.73	57.00	1826.95	61.05	1853.68
M168	73 7801 191st St. Fire House # 4	0.77		28.11	867.50	27.11	867.50	29.01	928.23
M169	Post #13 Brookside Glen lift stations 7408 112 W Ridgeland								
M169	71 Lane E. & W. of 80th Ave	0.25		8.45	270.38	8.58	274.45	9.18	283.66
M170	75 Tinley Park signs weed killer Ridgeland Av & Volmer Rd	0.00	Mow or weed whip on west side of retaining wall	0.09	2.82	0.09	2.82	0.10	3.06
M171	53 18301 S Ridgeland Post 2 - 183rd St Pump and Tanks	2.81		100.21	3206.65	101.73	3255.21	108.85	3483.08
M172	45 183rd st pond between 91st ave and Hilltop Ct	2.18		75.22	2407.14	76.38	2443.44	81.70	2614.48

00141 Detailed Bid Tab Lawn Maintenance_Updated Addendum 03

N/A	N/A	Ridgeland Ave Medians and Triangles	N/A	Any paved median areas between the triangle just south of 183rd St and 181st Pl	225	\$ 3,475.00	\$ 13,900.00	\$ 900	225	\$ 3,475.00	\$ 13,900.00	\$ 900	240.75	\$ 3,718.25	\$ 14,873.00
SUBTOTAL FOR PAVED MEDIAN WEED CONTROL AREAS															
		PER ACRE UNIT COSTS FOR FUTURE SITE ADDITIONS: MOWING													
		PER SQ FT UNIT COSTS FOR FUTURE SITE ADDITIONS: PAVED MEDIAN WEED CTRL													
A TOTAL BASE BID (REGULAR MOWING SITES + ON-DEMAND MOWING SITES + PAVED MEDIAN WEED CONTROL AREAS) 2022															
OPTIONAL RENEWAL YEARS 2023 AND 2024															
												\$ 252,189.02		\$ 256,704.69	
														\$ 273,603.91	

**Interoffice****Memo**

Date: March 13, 2023

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

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

Subject: Harmony Square Infrastructure Improvements-The Lakota Group

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

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

Staff Direction Request:

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

Attachment:

1. Agreement for Professional Services.

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION NO. 2023-R-025

**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY
PARK AND THE LAKOTA GROUP FOR HARMONY SQUARE INFRASTRUCTURE
IMPROVEMENTS**

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

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

RESOLUTION NO. 2023-R-055**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND THE LAKOTA GROUP. FOR HARMONY SQUARE INFRASTRUCTURE IMPROVEMENTS**

WHEREAS, the Village of Tinley Park, Cook and Will Counties, Illinois, is a Home Rule Unit pursuant to the Illinois Constitution of 1970; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into an Agreement with The Lakota Group., a true and correct copy of such Agreement being attached hereto and made a part hereof as **EXHIBIT 1**; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interests of said Village of Tinley Park that said Agreement be entered into by the Village of Tinley Park;

NOW, THEREFORE, Be It Resolved by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

Section 1: The Preambles hereto are hereby made a part of, and operative provisions of, this Resolution as fully as if completely repeated at length herein.

Section 2: That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interests of the Village of Tinley Park and its residents that the aforesaid "Agreement" be entered into and executed by said Village of Tinley Park, with said Agreement to be substantially in the form attached hereto and made a part hereof as **EXHIBIT 1**.

Section 3: That the President and Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois are hereby authorized to execute for and on behalf of said Village of Tinley Park the aforesaid Agreement.

Section 4: That this Resolution shall take effect from and after its adoption and approval.

ADOPTED this 21st day of March, 2023, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 21st day of March, 2023, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

**AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND THE LAKOTA GROUP.
FOR HARMONY SQUARE INFRASTRUCTURE IMPROVEMENTS**

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

CERTIFICATE

I, NANCY M. O’CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2023-R-025, “**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND THE LAKOTA GROUP. FOR HARMONY SQUARE INFRASTRUCTURE IMPROVEMENTS,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on March 21st, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 21st day of March, 2023.

VILLAGE CLERK

AGREEMENT FOR PROFESSIONAL SERVICES

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

I. Services

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

II. COMPENSATION

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

III. INDEMNIFICATION AND HOLD HARMLESS.

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

IV. INSURANCE

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

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

V. WARRANTY

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

VI. NOTICE

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

The Lakota Group

One East Wacker, Suite 2700

Chicago, Illinois 60601

OR TO:

Village of Tinley Park

Village Manager

16250 South Oak Park Avenue

Tinley Park IL. 60477

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

VII. INTERPRETATION

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

VIII. WAIVER.

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

IX. SEVERABILITY

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

X. ENTIRE UNDERSTANDING

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

XI. TERMINATION

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

IN WITNESS WHEREOF, the Village of Tinley Park and The Lakota Group, Inc. have executed this agreement.

VILLAGE OF TINLEY PARK

THE LAKOTA GROUP, INC.

By: _____
Village Manager

By: 
President

DATE: _____

DATE: 03/15/2023

CERTIFICATIONS BY CONSULTANT**Eligibility to Contract**

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

The Lakota Group, Inc.

Name of Consultant (please print)


Submitted by (signature)

President

Title

Certificate of Compliance with Illinois Human Rights Act

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

The Lakota Group, Inc.

Name of Consultant (please print)


Submitted by (signature)

President

Title

Certificate of Compliance with Illinois Drug-Free Workplace Act

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

The Lakota Group, Inc.



Name of Consultant (please print)

Submitted by (signature)

President

Title

Certificate Regarding Sexual Harassment Policy

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

The Lakota Group, Inc.



Name of Consultant (please print)

Submitted by (signature)

President

Title

EXHIBIT A**Scope of Professional Services**

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

EXHIBIT B

Fee Schedule

Attached to Proposal



March 14, 2023

Harmony Square + Downtown Schematic Planning and Design Services

Tinley Park, Illinois

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

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

PROJECT SCOPE:

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

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

PHASE 1: HARMONY SQUARE SCHEMATIC DESIGN

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

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

TASK 1.2: SCHEMATIC HARMONY SQUARE CONCEPTS

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

TASK 1.3: SITE DESIGN

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

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

Planning
Urban Design
Landscape Architecture
Historic Preservation
Community Engagement

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

Additional downtown planning concepts may include:

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

TASK 1.3: PRELIMINARY SITE ELEMENTS AND MATERIALS PALETTE

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

TASK 1.4: ARCHITECTURAL DESIGN

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

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

TASK 1.5: PRELIMINARY PLANT PALETTE

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

TASK 1.6: UPDATE COST OPINION

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

TASK 1.7: FINAL PRELIMINARY SITE/LANDSCAPE DESIGN

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

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

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

TASK 1.9: TEAM REVIEW MEETINGS

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

PROJECT TIMELINE:

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

PROJECT TERMS:

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

Total Estimated Fees are as follows:

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

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

Lakota Hourly Billing Rates (2023):

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

TRIA Architecture Billing Rates (2023):

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

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

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

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

ADDITIONAL TERMS

This proposal does not include the following tasks:

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

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

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

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

<div>_____ Scott Freres, PLA, ASLA President The Lakota Group</div>	<div>_____ Signature</div> <div>_____ Printed Name</div> <div>_____ Title</div>
---------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------

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

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

Duration: 4 months, April - July 2023



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

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

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

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

**Interoffice****Memo**

Date: March 13, 2023

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

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

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

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

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

Staff Direction Request:

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

Attachment:

1. Agreement for Professional Services.

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION NO. 2023-R-026

**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY
PARK AND R.C. WEGMAN. FOR HARMONY SQUARE INFRASTRUCTURE
IMPROVEMENTS**

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

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

RESOLUTION NO. 2023-R-026**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND R.C. WEGMAN. FOR HARMONY SQUARE INFRASTRUCTURE IMPROVEMENTS**

WHEREAS, the Village of Tinley Park, Cook and Will Counties, Illinois, is a Home Rule Unit pursuant to the Illinois Constitution of 1970; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into an Agreement with R.C. Wegman., a true and correct copy of such Agreement being attached hereto and made a part hereof as **EXHIBIT 1**; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interests of said Village of Tinley Park that said Agreement be entered into by the Village of Tinley Park;

NOW, THEREFORE, Be It Resolved by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

Section 1: The Preambles hereto are hereby made a part of, and operative provisions of, this Resolution as fully as if completely repeated at length herein.

Section 2: That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interests of the Village of Tinley Park and its residents that the aforesaid "Agreement" be entered into and executed by said Village of Tinley Park, with said Agreement to be substantially in the form attached hereto and made a part hereof as **EXHIBIT 1**.

Section 3: That the President and Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois are hereby authorized to execute for and on behalf of said Village of Tinley Park the aforesaid Agreement.

Section 4: That this Resolution shall take effect from and after its adoption and approval.

ADOPTED this 21st day of March, 2023, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 21st day of March, 2023, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

**AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND R.C. WEGMAN. FOR
HARMONY SQUARE INFRASTRUCTURE IMPROVEMENTS**

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

CERTIFICATE

I, NANCY M. O’CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2023-R-026, “**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND R.C. WEGMAN. FOR HARMONY SQUARE INFRASTRUCTURE IMPROVEMENTS,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on March 21st, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 21st day of March, 2023.

VILLAGE CLERK

AGREEMENT FOR PROFESSIONAL SERVICES

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

I. Services

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

II. COMPENSATION

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

III. INDEMNIFICATION AND HOLD HARMLESS.

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

IV. INSURANCE

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

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

V. WARRANTY

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

VI. NOTICE

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

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

OR TO:

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

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

VII. INTERPRETATION

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

VIII. WAIVER.

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

IX. SEVERABILITY

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

X. ENTIRE UNDERSTANDING

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

XI. TERMINATION

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

IN WITNESS WHEREOF, the Village of Tinley Park and R.C. Wegman Construction Company. have executed this agreement.

VILLAGE OF TINLEY PARK**R.C. WEGMAN CONSTRUCTION COMPANY**

By: _____
Village Manager

By: Colette Rozanski
TITLE: President

DATE: _____

DATE: 3/14/2023

CERTIFICATIONS BY CONSULTANT**Eligibility to Contract**

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

R.C. WEGMAN CONSTRUCTION COMPANY

Name of Consultant (please print)

Colette Rozanski

President

Title

Colette Rozanski

Submitted by (signature)

Certificate of Compliance with Illinois Human Rights Act

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

R.C. WEGMAN CONSTRUCTION COMPANY

Name of Consultant (please print)

Colette Rozanski

President

Title

Colette Rozanski

Submitted by (signature)

Certificate of Compliance with Illinois Drug-Free Workplace Act

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

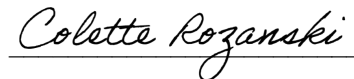
R.C. WEGMAN CONSTRUCTION COMPANY

Name of Consultant (please print)

Colette Rozanski

President

Title



Submitted by (signature)

Certificate Regarding Sexual Harassment Policy

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

R.C. WEGMAN CONSTRUCTION COMPANY

Name of Consultant (please print)

Colette Rozasnski

President

Title



Submitted by (signature)

EXHIBIT A**Scope of Professional Services****SCOPE OF SERVICES**

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

PROJECT INITIATION

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

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

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

PRECONSTRUCTION PLANNING

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

COST ESTIMATE

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

EXHIBIT B

Fee Schedule

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

Hourly Rates:

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

Notes:

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

EXHIBIT C

Required Insurance

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

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

EXHIBIT D

Insurance Certificate

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

Duration: 4 months, April - July 2023



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

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

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

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

**Interoffice****Memo**

Date: March 13, 2023

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

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

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

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

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

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

Staff Direction Request:

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

Attachment:

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

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION

NO. 2023-R-027

**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY
PARK AND ROBINSON ENGINEERING, LTD. FOR HARMONY SQUARE
INFRASTRUCTURE IMPROVEMENTS**

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

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

RESOLUTION NO. 2023-R-027**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND ROBINSON ENGINEERING, LTD. FOR HARMONY SQUARE INFRASTRUCTURE IMPROVEMENTS**

WHEREAS, the Village of Tinley Park, Cook and Will Counties, Illinois, is a Home Rule Unit pursuant to the Illinois Constitution of 1970; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into an Agreement with Robinson Engineering, Ltd., a true and correct copy of such Agreement being attached hereto and made a part hereof as **EXHIBIT 1**; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interests of said Village of Tinley Park that said Agreement be entered into by the Village of Tinley Park;

NOW, THEREFORE, Be It Resolved by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

Section 1: The Preambles hereto are hereby made a part of, and operative provisions of, this Resolution as fully as if completely repeated at length herein.

Section 2: That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interests of the Village of Tinley Park and its residents that the aforesaid "Agreement" be entered into and executed by said Village of Tinley Park, with said Agreement to be substantially in the form attached hereto and made a part hereof as **EXHIBIT 1**.

Section 3: That the President and Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois are hereby authorized to execute for and on behalf of said Village of Tinley Park the aforesaid Agreement.

Section 4: That this Resolution shall take effect from and after its adoption and approval.

ADOPTED this 21st day of March, 2023, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 21st day of March, 2023, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

**AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND ROBINSON
ENGINEERING, LTD. FOR HARMONY SQUARE INFRASTRUCTURE IMPROVEMENTS**

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

CERTIFICATE

I, NANCY M. O’CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2023-R-027, “**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND ROBINSON ENGINEERING, LTD. FOR HARMONY SQUARE INFRASTRUCTURE IMPROVEMENTS,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on March 21st, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 21st day of March, 2023.

VILLAGE CLERK

AGREEMENT FOR PROFESSIONAL SERVICES

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

I. Services

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

II. COMPENSATION

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

III. INDEMNIFICATION AND HOLD HARMLESS

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

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

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

IV. INSURANCE

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

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

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

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

V. WARRANTY

Consultant represents to the Village that it has the experience and ability to perform the services required by this Agreement, that it will perform said services in accordance with the Standard of Care presented in Section 1.A, and that it has the power to enter into and perform this Agreement.

VI. NOTICE

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

Robinson Engineering Ltd.

17000 South Park Avenue

South Holland, IL 60473

OR TO:

Village of Tinley Park

Village Manager

16250 South Oak Park Avenue

Tinley Park IL. 60477

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

VII. INTERPRETATION

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

VIII. WAIVER

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

IX. SEVERABILITY

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

X. ENTIRE UNDERSTANDING

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

XI. TERMINATION

This Agreement may be terminated, in whole or in part, by either party if the other party fails to fulfill its obligations under this Agreement through no fault of the terminating party. The Village may terminate this Agreement, in whole or in part, for its convenience.

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

VILLAGE OF TINLEY PARKBy: _____
Village President**ROBINSON ENGINEERING LTD.**By: Way LaborIts: Director of Operations

DATE: _____

DATE: 3/10/23**CERTIFICATIONS BY CONSULTANT****Eligibility to Contract**

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

Van CalombarisWay Labor

Name of Consultant (please print)

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 CalombarisWay Labor

Name of Consultant (please print)

Submitted by (signature)

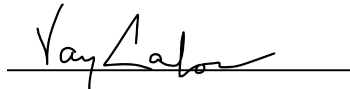
Director of Operations

Title

Certificate of Compliance with Illinois Drug-Free Workplace Act

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

Van Calombaris



Name of Consultant (please print)

Submitted by (signature)

Director of Operations

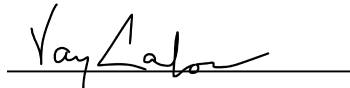
Title

Certificate Regarding Sexual Harassment Policy

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

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

Van Calombaris



Name of Consultant (please print)

Submitted by (signature)

Director of Operations

Title

EXHIBIT A

Scope of Professional Services

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

EXHIBIT B

Fee Schedule

**Attached to Proposal Engineering
Services Agreement**

EXHIBIT C

Required Insurance

Engineer shall procure and maintain insurance as set forth below. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer. Village would request insurance at \$2 million/\$5 million and umbrella of \$10 million.

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

EXHIBIT D

Insurance Certificate



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/26/2022

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

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

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	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Evanston Insurance Company</td> <td>35378</td> </tr> <tr> <td>INSURER B : Hanover Insurance Company</td> <td>22292</td> </tr> <tr> <td>INSURER C : Harleysville Preferred Insurance Company</td> <td>35696</td> </tr> <tr> <td>INSURER D : Harleysville Worcester Insurance Company</td> <td>26182</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Evanston Insurance Company	35378	INSURER B : Hanover Insurance Company	22292	INSURER C : Harleysville Preferred Insurance Company	35696	INSURER D : Harleysville Worcester Insurance Company	26182	INSURER E :		INSURER F :	
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INSURER D : Harleysville Worcester Insurance Company	26182														
INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER: 1181002516

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	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	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EDP \$ 1,035,000
D	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	1/1/2022	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 <input type="checkbox"/> DED <input type="checkbox"/> 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/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 MPA0000004887BU	1/1/2022 1/1/2022 1/1/2022	1/1/2023 1/1/2023 1/1/2023	Occ / Agg Limit 2,000,000 Limit 1,000,000 Limit 1,000,000

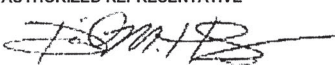
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

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

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

CERTIFICATE HOLDER

CANCELLATION

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

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3/10/23

Project 19-R0285.01

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

Attn: Mr. John Urbanski, Director of Public Works

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

Dear Mr. Urbanski:

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

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

1. PROJECT OVERVIEW

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

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

2. SCOPE OF SERVICES

A. Topographic Survey

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

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

B. Preparation of Preliminary Engineering Plans

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

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

C. Professional Surveying Services

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

3. PAYMENT TERMS

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

4. STANDARD TERMS AND CONDITIONS

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

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

Very truly yours,
ROBINSON ENGINEERING, LTD.



Van Calombaris, PE
Director of Operations

ACCEPTED AND APPROVED:
VILLAGE OF TINLEY PARK, ILLINOIS

By: _____
Signature

By: _____
Printed Name

Title: _____

Date: _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Client's Initial: _____

Date: _____

10/2014

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

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

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

Duration: 4 months, April - July 2023



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

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

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

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

**Interoffice****Memo**

Date: March 13, 2023

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

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

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

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

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

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

Staff Direction Request:

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

Attachment:

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

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION NO. 2023-R-028

**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY
PARK AND CHRISTOPHER B. BURKE ENGINEERING, LTD. FOR HARMONY SQUARE
INFRASTRUCTURE IMPROVEMENTS**

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

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

RESOLUTION NO. 2023-R-028**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND CHRISTOPHER B. BURKE ENGINEERING, LTD. FOR HARMONY SQUARE INFRASTRUCTURE IMPROVEMENTS**

WHEREAS, the Village of Tinley Park, Cook and Will Counties, Illinois, is a Home Rule Unit pursuant to the Illinois Constitution of 1970; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into an Agreement with Christopher B. Burke Engineering, Ltd., a true and correct copy of such Agreement being attached hereto and made a part hereof as **EXHIBIT 1**; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interests of said Village of Tinley Park that said Agreement be entered into by the Village of Tinley Park;

NOW, THEREFORE, Be It Resolved by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

Section 1: The Preambles hereto are hereby made a part of, and operative provisions of, this Resolution as fully as if completely repeated at length herein.

Section 2: That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interests of the Village of Tinley Park and its residents that the aforesaid "Agreement" be entered into and executed by said Village of Tinley Park, with said Agreement to be substantially in the form attached hereto and made a part hereof as **EXHIBIT 1**.

Section 3: That the President and Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois are hereby authorized to execute for and on behalf of said Village of Tinley Park the aforesaid Agreement.

Section 4: That this Resolution shall take effect from and after its adoption and approval.

ADOPTED this 21st day of March, 2023, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 21st day of March, 2023, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

**AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND CHRISTOPHER B. BURKE
ENGINEERING, LTD. FOR HARMONY SQUARE INFRASTRUCTURE IMPROVEMENTS**

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

CERTIFICATE

I, NANCY M. O’CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2023-R-028, “**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND CHRISTOPHER B. BURKE ENGINEERING, LTD. FOR HARMONY SQUARE INFRASTRUCTURE IMPROVEMENTS,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on March 21st, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 21st day of March, 2023.

VILLAGE CLERK

AGREEMENT FOR PROFESSIONAL SERVICES

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

I. Services

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

II. COMPENSATION

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

III. INDEMNIFICATION AND HOLD HARMLESS.

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

IV. INSURANCE

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

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

V. WARRANTY

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

VI. NOTICE

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

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

OR TO:

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

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

VII. INTERPRETATION

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

VIII. WAIVER.

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

IX. SEVERABILITY

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

X. ENTIRE UNDERSTANDING

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

XI. TERMINATION


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

IN WITNESS WHEREOF, the Village of Tinley Park and Christopher B. Burke Engineering, Ltd.. have executed this agreement.

VILLAGE OF TINLEY PARK

CHRISTOPHER B. BURKE ENGINEERING, LTD.

By: _____
Village Manager

By:  _____
TITLE: President – Mike Kerr, PE

DATE: _____

DATE: March 14, 2023

CERTIFICATIONS BY CONSULTANT**Eligibility to Contract**

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

Christopher B. Burke Engineering, Ltd

Name of Consultant (please print)



Submitted by (signature)

Mike Kerr - President

Title

Certificate of Compliance with Illinois Human Rights Act

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

Christopher B. Burke Engineering, Ltd

Name of Consultant (please print)



Submitted by (signature)

Mike Kerr - President

Title

Certificate of Compliance with Illinois Drug-Free Workplace Act

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

Christopher B. Burke Engineering, Ltd

Name of Consultant (please print)



Submitted by (signature)

Mike Kerr - President

Title

Certificate Regarding Sexual Harassment Policy

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

Christopher B. Burke Engineering, Ltd

Name of Consultant (please print)



Submitted by (signature)

Mike Kerr - President

Title

EXHIBIT A**Scope of Professional Services**

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

EXHIBIT B

Fee Schedule

Attached to Professional Engineering Services Proposal

EXHIBIT C

Required Insurance

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

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

EXHIBIT D

Insurance Certificates

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 FAX (A/C, No): (708) 429-3105 E-MAIL ADDRESS: Gail.Pope@DonneInsurance.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: The Phoenix Ins Co	
		INSURER B: The Travelers Ind Co	
		INSURER C: Travelers Prop Cas Ins Co Amer	
		INSURER D: Travelers Casualty & Surety	
		INSURER E:	
		INSURER F:	

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

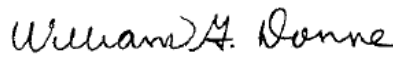
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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	Y		6803H482979	10/15/2022	10/15/2023	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input checked="" type="checkbox"/> Blanket Contractual Liability						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY	Y		BA0R320572	10/15/2022	10/15/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB	Y		CUP2C769665	10/15/2022	10/15/2023	EACH OCCURRENCE \$ 10,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 10,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A		UB7J091851	10/15/2022	10/15/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Project: Harmony Square Downtown Plaza Development - Additional Insured: Village of Tinley Park and its officers, officials, Village President and Board of Trustees, agents, employees, volunteers, representatives, assigns, successors, transferees, licensees, invitees, and attorneys - General liability policy includes blanket additional insured status, primary and non-contributory coverage and waiver of subrogation, in any written contract or agreement requiring insurance. Workers compensation policy includes waiver of subrogation. Automobile liability policy includes blanket additional insured status and waiver of subrogation, in any written contract or agreement requiring insurance. 30 day notice of cancellation. Umbrella follows form.

CERTIFICATE HOLDER**CANCELLATION**

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

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	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> <tr> <td colspan="2">INSURER A: Lexington Insurance Company</td><td>19437</td></tr> <tr> <td colspan="2">INSURER B:</td><td></td></tr> <tr> <td colspan="2">INSURER C:</td><td></td></tr> <tr> <td colspan="2">INSURER D:</td><td></td></tr> <tr> <td colspan="2">INSURER E:</td><td></td></tr> <tr> <td colspan="2">INSURER F:</td><td></td></tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: Lexington Insurance Company		19437	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A: Lexington Insurance Company		19437																				
INSURER B:																						
INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES**CERTIFICATE NUMBER:** W24789549**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	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



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COMMERCIAL GENERAL LIABILITY
Christopher B. Burke Engineering, Ltd.
Policy: 6803H482979

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.

- 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.**

COMMERCIAL AUTO

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.

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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.

COMMERCIAL AUTO

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

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

G. WAIVER OF DEDUCTIBLE – GLASS

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

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

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

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

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

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

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

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

J. PERSONAL PROPERTY

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

Personal Property

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

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

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

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

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

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

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

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

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

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

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

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

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

M. BLANKET WAIVER OF SUBROGATION

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

5. Transfer Of Rights Of Recovery Against Others To Us

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

COMMERCIAL AUTO

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

N. UNINTENTIONAL ERRORS OR OMISSIONS

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

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

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

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

March 14, 2023

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

Attention: John Urbanski, CPWP-M
Public Works Director

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

Dear Mr. Urbanski:

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

UNDERSTANDING OF THE ASSIGNMENT

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

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

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

ASSUMED SCOPE OF SERVICES

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

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

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

ESTIMATED WORK EFFORT

As directed by the Village, CBBEL will perform this work and bill the Village on a time and materials (T&M) basis. We will bill you at the hourly rates specified in the attached Schedule of Charges and establish our contract in accordance with the Agreement for Professional Services between the Village of Tinley Park and CBBEL that is already on file.

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

Sincerely,



Michael E. Kerr, PE
President

Encl. Tinley Park Schedule of Charges

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

BY: _____

TITLE: _____

DATE: _____

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

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

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

Direct Costs

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

*Charges include overhead and profit

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

Duration: 4 months, April - July 2023



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

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

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

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

STAFF COMMENT

BOARD COMMENT

PUBLIC COMMENT

EXECUTIVE SESSION

ADJOURN TO EXECUTIVE SESSION TO DISCUSS:

- A. THE PURCHASE OR LEASE OF REAL PROPERTY FOR THE USE OF THE PUBLIC BODY, INCLUDING MEETINGS HELD FOR THE PURPOSE OF DISCUSSING WHETHER A PARTICULAR PARCEL SHOULD BE ACQUIRED.**