

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, October 17, 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 OCTOBER 3, 2023.

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

COMMENTS: _____

ITEM #3

SUBJECT: RECEIVE PRESENTATIONS OF THE TINLEY PARK BUSINESS
SPOTLIGHT: A JOURNEY THROUGH TIME, NATION WIDE AQUATICS,
AND AN ENGLISH GARDEN - **President Glotz & Clerk O'Connor**

ACTION: Discussion:

- 1) A Journey through Time Antique Emporium, located at 17030 South Oak Park Avenue, features antiques, vintage jewelry, and more! We are pleased to welcome Jamison Biellic, owner of A Journey through Time.
- 2) Nation Wide Aquatics, 17034 Oak Park Avenue, specializes in a diverse range of tropical fish and aquarium supplies. Please join us in welcoming Jorge Garcia of Nation Wide Aquatics.
- 3) An English Garden, 16800 Oak Park Avenue, provides high-quality flowers, plants and gifts for all special occasion's deliverable worldwide. We are pleased to welcome Kim McAuliffe, owner of An English Garden.

COMMENTS: _____

ITEM #4

SUBJECT:

CONSIDER APPROVAL OF THE FOLLOWING CONSENT
AGENDA ITEMS:

- A. CONSIDER ADOPTING RESOLUTION 2023-R-129 APPROVING A RECREATIONAL LEASE AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND COMMONWEALTH EDISON (COMED) FOR 179TH STREET TO THE DOG PARK IN THE AMOUNT OF \$1.00.
- B. CONSIDER ADOPTING RESOLUTION 2023-R-130 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND ROBINSON ENGINEERING, LTD. FOR THE KIMBERLY HEIGHTS DRAINAGE IMPROVEMENTS - PHASES III & IV ENGINEERING SERVICES IN THE AMOUNT OF \$92,000.
- C. CONSIDER ADOPTING RESOLUTION 2023-R-131 AUTHORIZING AN AGREEMENT WITH BETTENHAUSEN & ASSOCIATES, LLC FOR AN AMOUNT NOT TO EXCEED \$60,000.
- D. CONSIDER ADOPTING RESOLUTION 2023-R-132 AUTHORIZING A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE VILLAGE OF TINLEY PARK, THE VILLAGE OF ORLAND PARK, AND THE TOWNSHIP OF ORLAND.
- E. CONSIDER ADOPTING RESOLUTION 2023-R-135 AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT FOR PARTICIPATION IN THE MUTUAL AID BOX ALARM SYSTEM.
- F. CONSIDER ADOPTING RESOLUTION 2023-R-137 AUTHORIZING A GENERAL MATTERS LEGISLATIVE CONSULTING AGREEMENT WITH CORNERSTONE GOVERNMENT AFFAIRS IN THE AMOUNT OF \$42,000.
- G. CONSIDER PAYMENT OF OUTSTANDING BILLS IN THE AMOUNT OF \$4,289,139.43 AS LISTED ON THE VENDOR BOARD APPROVAL REPORTS DATED FRIDAY, OCTOBER 6 AND 13, 2023.

ACTION:

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

COMMENTS:

ITEM #5

SUBJECT: CONSIDER ADOPTING ORDINANCE 2023-O-061 AMENDING TITLE XI, CHAPTER 112, SECTION 22: PERMITTED NUMBER OF LIQUOR LICENSES - **President Glotz**

ACTION: Discussion: Due to recent closures and/or changes within existing establishments, the following changes to the permitted numbers of liquor licenses are proposed:

- Fratello's Café & Deli (closure): Reduction of one Class EV license
- Teehan's (change in ownership): Reduction of one Class AV-1 license
- Cavallini's Café: (closure): Reduction of one Class K license

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

COMMENTS:

ITEM #6

SUBJECT: CONSIDER ADOPTING RESOLUTION 2023-R-133 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND ROY ZENERE TRUCKING AND EXCAVATING FOR CUL-DE-SACS SNOW REMOVAL - **Trustee Mueller**

ACTION: Discussion: Approve contract for snow removal by a qualified contractor for the 252 cul-de-sacs and eyebrows throughout the Village of Tinley Park. Consider awarding a contract to Roy Zenere Trucking and Excavating in the amount of \$328,123. This can vary based on the frequency and amount of snow and ice control required. This item was discussed at the Committee of the Whole meeting held prior to this meeting. **This Resolution is eligible for adoption.**

COMMENTS:

ITEM #7

SUBJECT: CONSIDER ADOPTING RESOLUTION 2023-R-134 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND PRIMERA ENGINEERS, INC. FOR HELIPAD IMPROVEMENTS - CONSTRUCTION ENGINEERING SERVICES - **Trustee Mueller**

ACTION: Discussion: Approve Primera Engineers, Inc. for the Helipad Improvements - Professional Construction Engineering Services Contract. Consider awarding a contract to Primera Engineers, Inc. in the amount of \$230,850. This item was discussed at the Committee of the Whole meeting held prior to this meeting. **This Resolution is eligible for adoption.**

COMMENTS:

ITEM #8

SUBJECT: CONSIDER ADOPTING RESOLUTION 2023-R-136 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND AIRY'S, INC. FOR THE HELIPAD IMPROVEMENTS DRY UTILITY RELOCATION PROJECT - **Trustee Mueller**

ACTION: Discussion: Approve a contract with Airy's, Inc. for the Helipad Improvements - Dry Utilities Relocation contract in the amount of \$233,650. This item was discussed at the Committee of the Whole meeting held prior to this meeting.
This Resolution is eligible for adoption.

COMMENTS: _____

ITEM #9

SUBJECT: RECEIVE COMMENTS FROM STAFF -

COMMENTS: _____

ITEM #10

SUBJECT: RECEIVE COMMENTS FROM THE BOARD -

COMMENTS: _____

ITEM #11

SUBJECT: RECEIVE COMMENTS FROM THE PUBLIC -

COMMENTS: _____

ITEM #12

SUBJECT: ADJOURN TO EXECUTIVE SESSION TO DISCUSS:

- A. LITIGATION, WHEN AN ACTION AGAINST, AFFECTING OR ON BEHALF OF THE PARTICULAR PUBLIC BODY HAS BEEN FILED AND IS PENDING BEFORE A COURT OR ADMINISTRATIVE TRIBUNAL, OR WHEN THE PUBLIC BODY FINDS THAT AN ACTION IS PROBABLE OR IMMINENT, IN WHICH CASE THE BASIS FOR THE FINDING SHALL BE RECORDED AND ENTERED INTO THE MINUTES OF THE CLOSED MEETING.
- B. THE APPOINTMENT, EMPLOYMENT, COMPENSATION, DISCIPLINE, PERFORMANCE, OR DISMISSAL OF SPECIFIC EMPLOYEES OF THE PUBLIC BODY OR LEGAL COUNSEL FOR THE PUBLIC BODY, INCLUDING HEARING TESTIMONY ON A

COMPLAINT LODGED AGAINST AN EMPLOYEE OF THE PUBLIC BODY OR AGAINST LEGAL COUNSEL FOR THE PUBLIC BODY TO DETERMINE ITS VALIDITY.

- C. 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.
- D. THE SETTING OF A PRICE FOR SALE OR LEASE OF PROPERTY OWNED BY THE PUBLIC BODY.

ADJOURNMENT

**MINUTES OF THE BOARD MEETING OF THE TRUSTEES,
VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES,
ILLINOIS, HELD OCTOBER 3, 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 October 3, 2023. President Glotz called this meeting to order at 6:35 p.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
	Dennis P. Mahoney
	Michael G. Mueller
	Kenneth E. Shaw
	Colleen M. Sullivan

Absent:

Also Present:

Village Manager:	Patrick Carr
Village Attorney:	Paul O'Grady

Motion was made by Trustee Brennan, seconded by Trustee Mueller, to approve the agenda as written or amended for this meeting. Vote by voice call. President Glotz declared the motion carried.

Motion was made by Trustee Brennan, seconded by Trustee Mahoney to approve and place on file the minutes of the regular Village Board Meeting held on September 19, 2023. Vote by voice call. President Glotz declared the motion carried.

Motion was made by Trustee Brennan, seconded by Trustee Sullivan to adopt and place on file **RESOLUTION 2023-R-118 RECOGNIZING FIRE PREVENTION WEEK IN THE VILLAGE OF TINLEY PARK FROM OCTOBER 8 THROUGH OCTOBER 14, 2023.** Fire Prevention Week is to be held in the Village of Tinley Park beginning October 8, 2023. All citizens are encouraged to do their share to provide a safe place in which to live and work by eliminating those fire hazards that cause the loss of life, property, and resources. Fire Prevention Week is always scheduled to coincide with the anniversary of the Great Chicago Fire of 1871. 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, Mahoney, Mueller, Shaw, 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.

- Banging Gavel Brews, 17400 Oak Park Avenue

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Motion was made by Trustee Brennan, seconded by Trustee Sullivan, to appoint **VICTORIA SEDOROOK TO THE POSITION OF POLICE RECORDS SUPERVISOR effective October 4, 2023**. Vicki joined the Tinley Park Police Department 18 years ago and currently oversees the daily functions of the Police Records Division as the Assistant Police Records Supervisor. With the evolving police records management demands, increased complexity of position duties, and her commitment to the overall effectiveness and efficiency of the Police Records Division, Vicki is recommended for promotion to the full-time position of Police Records Supervisor. 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, Mahoney, Mueller, Shaw, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

Motion was made by Trustee Brennan, seconded by Trustee Sullivan, to appoint **LAURA LAIRD TO THE POSITION OF SENIOR PAYROLL SPECIALIST effective November 1, 2023**. Laura is a financial professional with over 10 years of payroll experience in both the private sector and in the education field. She has taken on various challenges focused on improving workplace efficiency, implementing new procedures, and leading the implementation of a financial software payroll system conversion. Laura holds a Bachelor of Arts in Business Administration & Economics. 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, Mahoney, Mueller, Shaw, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

Motion was made by Trustee Brennan, seconded by Trustee Brady, to appoint **THOMAS TILTON AS INTERIM POLICE CHIEF effective October 3, 2023**. Due to the resignation of Police Chief, Matthew Walsh effective September 30, 2023, it is recommended that Thomas Tilton be appointed Interim Police Chief until a permanent Police Chief is appointed. 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, Mahoney, Mueller, Shaw, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

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

- A. CONSIDER ADOPTING RESOLUTION 2023-R-119 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND B & B HOLIDAY DECORATING FOR CHRISTMAS DECORATIONS IN THE AMOUNT OF \$40,117.96
- B. CONSIDER ADOPTING RESOLUTION 2023-R-122 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND PRO EM NATIONAL EVENT SERVICES FOR THE INSTALLATION AND TAKEDOWN OF THE 82' X 131' TENT FOR THE HOLIDAY MARKET IN THE AMOUNT OF \$38,850.84
- C. CONSIDER ADOPTING RESOLUTION 2023-R-128 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK CONSTRUCTION CONCEPTS OF ILLINOIS FOR THE HOLIDAY ANIMATED LIGHT DISPLAY IN THE AMOUNT OF \$32,840.
- D. CONSIDER ADOPTING RESOLUTION 2023-R-120 APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND R.C. WEGMAN CONSTRUCTION COMPANY FOR THE HARMONY SQUARE DEMOLITION #1 (17309 OAK PARK AVENUE) IN THE AMOUNT OF \$50,450.
- E. CONSIDER ADOPTING RESOLUTION 2023-R-121 AUTHORIZING A CONTRACT WITH SIERRA ITS FOR DESKTOP TECHNICIAN PROFESSIONAL SERVICES IN THE AMOUNT OF \$56,000.
- F. CONSIDER ADOPTING RESOLUTION 2023-R-123 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND MINUTEMAN SECURITY TECHNOLOGIES, INC. FOR

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THE FIXED AUTOMATED LICENSE PLATE READER (ALPR) PHASE 4 INSTALLATION IN THE AMOUNT OF \$77,395.58.

- G. CONSIDER PAYMENT OF OUTSTANDING BILLS IN THE AMOUNT OF \$3,281,294.87 AS LISTED ON THE VENDOR BOARD APPROVAL REPORTS DATED FRIDAY, SEPTEMBER 22 AND 29, 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, Mahoney, Mueller, Shaw, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

Motion was made by Trustee Mueller, seconded by Trustee Sullivan to adopt and place on file **ORDINANCE 2023-O-060 APPROVING A REAL ESTATE PURCHASE CONTRACT FOR THE PROPERTY LOCATED AT 17116 OAK PARK AVENUE**. This purchase and sale agreement for the property located at 17116 Oak Park Avenue is in the amount of \$425,000. This item was discussed at the Committee of the Whole held 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, Mahoney, Mueller, Shaw, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

Motion was made by Trustee Brennan, seconded by Trustee Mueller, to adopt and place on file **RESOLUTION 2023-R-127 APPROVING AN AGREEMENT FOR THE POST CLOSING OCCUPANCY OF THE PROPERTY LOCATED AT 17116 OAK PARK AVENUE**. This agreement is for the current business (Evon's) to rent from the Village of Tinley Park until March 1, 2025, following the sale of the property to the Village. This item was discussed at the Committee of the Whole held 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, Mahoney, Mueller, Shaw, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

Motion was made by Trustee Mahoney, seconded by Trustee Shaw, to adopt and place on file **ORDINANCE 2023-O-059 APPROVING THE PURCHASE OF REAL PROPERTY FROM THE SOUTH SUBURBAN LAND BANK AND DEVELOPMENT AUTHORITY (7050-7068 171st STREET)**. This Resolution allows the Village to purchase the property located at 7050-7068 171st Street. This item was discussed at the October 3rd, 2023 Committee of the Whole 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, Mahoney, Mueller, Shaw, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

Motion was made by Trustee Mahoney, seconded by Trustee Shaw to place on first read **ORDINANCE 2023-O-054 GRANTING VARIATION APPROVALS FOR AN ACCESSORY STRUCTURE AT 9306 WALNUT LANE**. The Petitioner requests variations to Section III of the Zoning Ordinance to increase the maximum size and width for an accessory structure and to install a gas line to that structure at 9306 Walnut Lane in the R-2 (Single-Family Residential) zoning district. The Plan Commission held a Public Hearing on September 21, 2023, and voted 0-5, recommending denial of the requested Variations in accordance with the listed plans and Findings of Fact in the Staff Report.

Community Development Director Dan Ritter cited points that were made at the Plan Commission Public Hearing on September 21, 2023, including:

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- The stop work order was issued on August 16, 2023, after the Village was notified of a structure frame being built.
- The variation application was received on August 16, 2023.
- Village staff have evidence of work being done multiple times after the stop work order was issued.
- Water, sewer, and electric has been done that are not up to code and there are no permits for this work. This issue will also need to be resolved by the petitioner.
- Work was done beyond what was permitted and work was not constructed according to the plans that were submitted.
- A Village Building Official will be visiting the site to make sure it is safe for the time being.

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

President Glotz commented on the size of this structure and the disregard for the Village Code and the permitting process by the petitioner.

Trustee Shaw concurred with President Glotz. He noted the seriousness of ignoring the stop work order.

Trustee Sullivan commented that the structure is 800 feet over the maximum floor area in the Village Code. She mentioned concerns about possible drainage issues.

Trustee Mueller commented on the hardship and difficulties listed on the application by the Petitioner. Noting that building the structure first is not a hardship.

Trustee Brady and Mahoney concurred with their fellow Trustees.

Trustee Brennan commented on the size of the structure being 200% bigger than the Village Code allows.

President Glotz noted concerns about the size of the patio. He would like to see an engineer's opinion on the drainage issues.

Trustee Sullivan noted that the petitioner did have opportunities to address the Board at the Plan Commission Public Hearing and this meeting.

Voice Vote: Ayes: 0 Nays: 6. Absent: None. President Glotz declared the motion failed.

Motion was made by Trustee Shaw, seconded by Trustee Brady, to table **ORDINANCE 2023-O-055 APPROVING THE ESTABLISHMENT OF A REAL ESTATE TRANSFER STAMP PROGRAM IN THE VILLAGE OF TINLEY PARK** to the October 17, 2023, Village Board meeting. This Resolution authorizes the establishment of a real estate transfer stamp program within the Village of Tinley Park which will assist in the regulation of all property transfers in the Village. This item was discussed at the Committee of the Whole meeting held on September 19, 2023. President Glotz asked if there were any comments from members of the Board or public. After discussion, it is the consensus of the Board to further review this Ordinance. Concerns arose regarding the fees charged for transfer stamps. Vote on roll call. Ayes: Brady, Brennan, Mahoney, Mueller, Shaw, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

Motion was made by Trustee Mahoney, seconded by Trustee Shaw, to adopt and place on file **RESOLUTION 2023-R-124 APPROVING A PURCHASE AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND TOTAL PARKING SOLUTIONS FOR THE PURCHASE OF TEN (10) DIGITAL PARKING METERS, CALE WEB-OFFICE CENTRAL MANAGEMENT SOFTWARE, AND ANNUAL SERVICE AND MAINTENANCE SERVICES.** This resolution authorizes the execution of a contract with Total Parking Solutions for the purchase of ten (10) electronic parking meters to be placed at the Oak Park Avenue and 80th Avenue train stations. This item was discussed at the Committee of the Whole meeting held on September 19, 2023. 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, Mahoney, Mueller, Shaw, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

Motion was made by Trustee Mahoney, seconded by Trustee Brennan, to adopt and place on file **ORDINANCE 2023-O-057 AMENDING TITLE VII CHAPTER 74 OF THE VILLAGE OF TINLEY PARK MUNICIPAL CODE REGARDING PARKING FEES AND PARKING LOT DESIGNATIONS.** This ordinance changes the current lot designations at the Oak Park Avenue Train Station from permit only to daily pay. Additionally, the ordinance increases daily parking rates to \$2.00 per day and offers monthly parking at a rate of no less than \$30 monthly. This item was discussed at the Committee of the Whole meeting held on September 19, 2023. 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, Mahoney, Mueller, Shaw, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

Motion was made by Trustee Mahoney, seconded by Trustee Brennan, to adopt and place on file **ORDINANCE 2023-O-058 AMENDING TITLE VII CHAPTER 74 OF THE VILLAGE OF TINLEY PARK MUNICIPAL CODE REGARDING PRIVATE PARKING LOTS AND POLICE ENFORCEMENT.** This Ordinance allows the Village to enter into parking agreements with hotels, schools, commercial shopping centers, churches, and homeowners' associations for the purpose of enforcing fire lanes, no parking zones, and control of motor vehicle traffic in privately held parking lots. This item was discussed at the Committee of the Whole held 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, Mahoney, Mueller, Shaw, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

Motion was made by Trustee Mueller, seconded by Trustee Sullivan, to adopt and place on file **ORDINANCE 2023-O-056 AMENDING TITLE V, CHAPTERS 50 AND 51, ALONG WITH TABLE XI OF THE TABLE OF SPECIAL ORDINANCES OF THE TINLEY PARK CODE OF ORDINANCES REGARDING WATER AND SEWER CHARGES.** The Village recently completed a utility rate study which recommended adjusting the rates and billing frequency. This ordinance implements the recommendations as well as performs needed maintenance of the Code of Ordinances relative to the water and sewer utilities. This item was discussed at the Committee of the Whole meeting held on September 5, 2023. 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, Mahoney, Mueller, Shaw, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

Motion was made by Trustee Mueller, seconded by Trustee Sullivan, to adopt and place on file **RESOLUTION 2023-R-125 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND MORTON SALT, INC. FOR BULK SALT PURCHASE.** This Resolution authorizes a contract with Morton Salt, Inc. in the amount of \$75.81 per ton. This item was discussed at the Committee of the Whole meeting held previous 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, Mahoney, Mueller, Shaw, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

Motion was made by Trustee Mueller, seconded by Trustee Brennan, to adopt and place on file **RESOLUTION 2023-R-126 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND BEVERLY SNOW & ICE, INC. FOR PARKING LOT SNOW REMOVAL.** This is the third (3rd) and final service contract with Beverly Snow & Ice, Inc. in an amount not to exceed \$512,590 (this amount can vary based on the frequency and amount of snow and ice control required). This item was discussed at the Committee of the Whole meeting held 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, Mahoney, Mueller, Shaw, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

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

Community Development Director Dan Ritter stated that Marriott received a building permit and construction should begin soon on the Residence Inn on LaGrange Road. Amazon Fresh submitted a permit for inside work at the store on Harlem Avenue.

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

Trustee Brennan announced the Fire Department Open House will be held on Saturday, October 7 from 9 a.m. to noon at Fire Station #46, 17355 S. 68th Court.

Trustee Brady complimented President Glotz on the successful pumpkin giveaway this past Saturday.

Trustee Sullivan announced the All Services Breakfast presented by the Veteran's Commission. The Breakfast for veterans and one guest and will be held on Saturday, October 14, beginning at 8:00 a.m. at the American Legion Post 615, 17523 67th Court. Reservations are required and can be made at the Village Hall or in the canteen at the American Legion or VFW Post 2791.

Trustee Shaw announced a Combined Choir Concert at Victor J. Andrew High School featuring the choirs from Andrew High School and Central Middle School will take place next week. He also highlighted Andrew High School student Frank Cernak who volunteers as an announcer at the Bulldog Football games.

President Glotz presented an overview of the status of many legislative bills that have been put before the Illinois General Assembly that have been killed in regard to the Tinley Park Mental Health Center and how this affected the Village of Tinley Park citizens and businesses. He also referred to a flyer that was mailed to Tinley residents by the Tinley Park District regarding the Tinley Park Mental Health Center property. He commented on the information available on the Village of Tinley Park website, noting that the Village is transparent with the items on their Village Board and Committee meeting agendas.

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

A resident stated concerns about transfer stamps. He thanked President Glotz for his comments on the legislative bills and the Tinley Park District.

Motion was made by Trustee Mueller, seconded by Trustee Brennan, at 8:26 p.m. to adjourn to Executive Session to discuss the following:

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- A. THE APPOINTMENT, EMPLOYMENT, COMPENSATION, DISCIPLINE, PERFORMANCE, OR DISMISSAL OF SPECIFIC EMPLOYEES OF THE PUBLIC BODY OR LEGAL COUNSEL FOR THE PUBLIC BODY, INCLUDING HEARING TESTIMONY ON A COMPLAINT LODGED AGAINST AN EMPLOYEE OF THE PUBLIC BODY OR AGAINST LEGAL COUNSEL FOR THE PUBLIC BODY TO DETERMINE ITS VALIDITY.
- B. 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.
- C. THE SETTING OF A PRICE FOR SALE OR LEASE OF PROPERTY OWNED BY THE PUBLIC BODY.

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

Motion was made by Trustee Mahoney, seconded by Trustee Shaw, to adjourn the Village Board meeting at 8:46 p.m. Vote on roll call. Ayes: Brady, Brennan, Mahoney, Mueller, Shaw, 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

TINLEY PARK BUSINESS SPOTLIGHT

President Glotz and
Clerk O'Connor

**Interoffice****Memo**

Date: October 3, 2023

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

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

Subject: Multi-Year Lease Agreement with Commonwealth Edison Company (Com Ed) for a Multi-Use path from 179th Street to the Dog Park

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

Description: Robinson Engineering, Ltd. is in the process of completing the construction plans for the multi-use path from the south side of 179th Street to the Dog Park. This path is to be located in the Com Ed right of way south of 179th Street to a point where it curves west and aligns with the north property line of the Tinley Park District Canine Campus. As part of constructing this path on the Com Ed right of way, a Recreational Lease Agreement needs to be in place with Com Ed allowing the Village to construct the path on their right of way.

This will be a 20-year lease with an optional 10-year extension. The cost to the Village will be \$1.00. See Exhibit B within the Lease Agreement for additional information.

Staff Direction Request:

1. Approve the Recreational Lease Agreement with Com Ed for the multi-use path to be constructed from 179th Street to the Dog Park in the amount of \$1.00.
2. Direct Staff as necessary.

Attachments:

1. Com Ed Recreational Lease Agreement.

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION NO. 2023-R-129

**A RESOLUTION APPROVING A MULTI-YEAR RECREATIONAL LEASE AGREEMENT
BETWEEN THE VILLAGE OF TINLEY PARK AND COMMONWEALTH EDISON
COMPANY FOR A MULTI-USE PATH FROM 179TH STREET TO THE DOG PARK**

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

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

RESOLUTION NO. 2023-R-129**A RESOLUTION APPROVING A MULTI-YEAR RECREATIONAL LEASE AGREEMENT
BETWEEN THE VILLAGE OF TINLEY PARK AND COMMONWEALTH EDISON COMPANY
FOR A MULTI-USE PATH FROM 179TH STREET TO THE DOG PARK**

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 Commonwealth Edison Company, 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 17th day of October, 2023, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 17th day of October, 2023, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

MULTI-YEAR RECREATIONAL LEASE AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND COMMONWEALTH EDISON COMPANY FOR A MULTI-USE PATH FROM 179TH STREET TO THE DOG 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-129, “**A RESOLUTION APPROVING A MULTI-YEAR RECREATIONAL LEASE AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND COMMONWEALTH EDISON COMPANY FOR A MULTI-USE PATH FROM 179TH STREET TO THE DOG PARK,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on October 17th, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 17th day of October, 2023.

VILLAGE CLERK

RECREATIONAL LEASE
October 1, 2023
by and between
COMMONWEALTH EDISON COMPANY
and
COUNTY OF COOK

For and including the following described real estate

CONTRACT NUMBER: _____
R/W Name: PALOS PARK – FRANKFORT R/W
PARCELS: T126-22
SE 1/4 SECTION 35, TOWNSHIP 36N, RANGE 12E
OF THE THIRD PRINCIPAL MERIDIAN
COOK COUNTY – ORLAND TWP, ILLINOIS
COMED REGION SOUTH
PIN: 27-35-400-009-0000

RECREATIONAL LEASE

THIS RECREATIONAL LEASE (the “**Lease**”) is made as of October 1, 2023 by and between COMMONWEALTH EDISON COMPANY, an Illinois corporation (“**Landlord**”) and the Village of Tinley Park (“**Tenant**”) a municipal corporation (hereinafter referred to as “**Tenant**”) whose address is 16250 South Oak Park Avenue, Tinley Park, IL 60447.

WHEREAS, Landlord is the owner of various parcels of land on or adjacent to the former rights-of-way of the Village of Tinley Park and more fully described on Exhibit A (“**Landlord’s Property**”);

NOW THEREFORE, Landlord, for and in consideration of the payment of Rent (as hereinafter defined) by Tenant, and of the covenants, conditions and agreements of Tenant hereinafter set forth, does hereby lease and demise to the Tenant (without warranty of title), and Tenant does hereby lease from Landlord, a portion of Landlord’s property located in Cook County, Illinois as shown on Exhibit A attached hereto and made a part hereof (the “**Leased Premises**”), for the purposes specified in Section 2 below.

1. TERM.

A. The term of this Lease (the “**Term**”) shall begin on October 1, 2023 (the “**Commencement Date**”) and shall terminate on September 30, 2043 unless sooner terminated as provided herein.

B. Subject to the terms and provisions of this Lease, Landlord hereby grants to Tenant one (1) option to renew this Lease on the same terms and conditions (each, a “**Renewal Option**”) for a renewal term of ten (10) years (each, a “**Renewal Term**”). If Tenant desires to exercise a Renewal Option, it shall notify Landlord in writing no earlier than one (1) year and not later than one hundred eighty (180) days prior to the then current expiration date of the Term (before the operation of the Renewal Option being exercised); and, once exercised, shall operate to extend the Term to end concurrently with the Renewal Term set by the Renewal Option so exercised.

C. Subject to Subsection 1.D. below, such notice shall only be effective if delivered at a time when Tenant is not in default hereunder and when to the knowledge of Tenant, no default, breach, unsatisfied condition or other event has occurred or circumstances exist that constitute or which, with the giving of

notice or the passage of time (including the passage of time during which a default has occurred and has not yet been cured during any applicable grace period) or both, would constitute such a default.

D. In addition to any other inspections of the Leased Premises that Landlord may conduct during the Term of this Lease, during the period between the exercise of a Renewal Option and the start of the associated Renewal Term, Landlord shall review the Leased Premises and determine whether Tenant is in compliance with the terms and conditions of the Lease. Landlord shall notify Tenant in writing if any deficiencies in the performance of Tenant's obligations under the Lease are discovered during such review and any actions needed to correct them. Unless otherwise agreed in writing by Landlord, Tenant shall correct any item on such notice prior to the start of the Renewal Term in question.

E. Prior to the beginning of any Renewal Term, the parties shall execute an amendment to this Lease to memorialize such Renewal Term. If Tenant does not exercise a Renewal Option, such Renewal Option and all subsequent remaining Renewal Options (if any) shall thereupon expire.

2. **PURPOSE.** The Leased Premises shall be used by Tenant solely for the purposes of a one thousand five hundred twenty-one(1,521) foot recreational trail for pedestrians and bicyclists ("**Tenant's Facilities**"), in compliance with all Legal Requirements (as defined in the next sentence) and the terms and provisions of this Lease, and for no other purposes (the "**Permitted Use**"). For purposes hereof, the term "**Legal Requirements**" shall mean all present and future laws, rules, orders, ordinances, regulations, statutes, requirements, codes (including the National Electrical Safety Code), executive orders, court orders, rules of common law, and any judicial interpretations thereof, extraordinary as well as ordinary, of all governmental authorities, and all rules, regulations and government orders with respect thereto, and of any applicable fire rating bureau, or other body exercising similar functions, affecting the Leased Premises or the maintenance, use or occupation thereof, or any street, sidewalk or other property comprising a part thereof, regardless of whether imposed by their terms upon Landlord or Tenant, or the use and occupancy thereof by Tenant. "Legal Requirements" shall include "Environmental Laws" as defined in Section 15, below. Tenant's use of the Leased Premises shall also be and remain subject to Landlord's superior right to use all or any portion of the Leased Premises for its business purposes, including the installation, use and maintenance of any transmission, distribution or communications improvements, fixtures, facilities, machinery, equipment and/or other property owned by Landlord and now or hereafter installed by Landlord on or near the Leased Premises ("**Landlord's Facilities**").

3. **RENT.**

A. **Base Rent.** Landlord acknowledges its receipt of the payment of "**Base Rent**", a one-time payment by Tenant in the amount of One and No/100 Dollars (\$1.00) and no other Base Rent shall be assessed during the term of this Lease.

B. **Rent.** For purposes of this Lease, the term "**Rent**" shall mean the Base Rent, together with all other amounts due and payable by Tenant to Landlord under this Lease.

C. **Payment of Rent.** All Rent due and payable by Tenant under this Lease shall be paid to the following address:

Commonwealth Edison Company
Real Estate Department, 4th Floor
Three Lincoln Center

Oakbrook Terrace, Illinois 60181
Attn: Lease Payment Department

or to such other place as Landlord may from time to time designate in writing. All payments due from Tenant hereunder which are not paid when due shall bear interest at a rate equal to ten percent (10%) per annum from the date due until paid (the “**Default Rate**”). Such interest shall be compounded monthly. In addition to, and not in lieu of, the foregoing (and any other rights and remedies to which Landlord is entitled under this Lease), in the event that any payment due from Tenant hereunder is not paid within five (5) business days of the date that the same is due, then a late fee in the amount of ten percent (10%) of the unpaid amount shall be due and payable by Tenant to Landlord. All Rent shall be paid by Tenant without notice or demand, and without any set-off, counterclaim, abatement or deduction whatsoever, in lawful money of the United States by bank check or wire transfer of immediately available funds. Tenant’s obligations to pay Rent are independent of each and every covenant contained in this Lease.

E. Net Lease. Except as otherwise provided in this Lease, the Rent herein shall be absolutely net to Landlord, so that this Lease shall yield, net to Landlord, the Rent in each year during the Term of this Lease and any renewals thereof, and that all costs, expenses and obligations of every kind and nature whatsoever, relating to the Leased Premises which may arise or become due during the Term of this Lease or any renewal or extension thereof, or as a result of Tenant’s use or occupancy of the Leased Premises, shall be paid by Tenant, and Tenant agrees to indemnify, defend (with counsel acceptable to Landlord) and hold harmless Landlord from all such costs, expenses and obligations.

4. TAXES. Tenant shall pay the following amounts as “Taxes” to Landlord in each case no later than thirty (30) days after Landlord’s written demand therefor:

A. Tenant’s proportionate share of the land component of all real estate taxes for each tax parcel of which the Leased Premises is a part for all periods falling within the Term, which proportionate share shall be calculated as follows: (i) the total land component of each tax bill for each such real estate tax parcel which includes any portion of the Leased Premises, multiplied by (ii) a fraction, the numerator of which shall be the acreage of the portion of such tax parcel which falls within the Leased Premises, and the denominator of which shall be the total acreage of such tax parcel; plus

B. All real estate taxes and other assessments which are allocable to any improvements, structures or fixtures constructed, installed, or placed by Tenant at the Leased Premises for all periods falling within the Term, plus

C. Any increase in the real estate taxes and other assessments payable with respect to the Leased Premises (or any tax parcel of which the Leased Premises is a part) which is allocable to this Lease, Tenant’s use or occupancy of the Leased Premises, or any improvements, structures or fixtures constructed, installed or placed by Tenant at the Leased Premises (but without duplication of any amount payable pursuant to clause (B) above), for all periods falling within the Term; plus

D. For purposes of this Lease, Taxes “for” or “with respect to” any particular period (or portion thereof) shall mean the Taxes which are payable during the calendar year in which any portion of such period falls, irrespective of the fact that such Taxes may have accrued with respect to a different period.

D. Tenant hereby covenants and agrees that Tenant shall, no later than the Tax Exemption Date (as hereinafter defined), at Tenant’s sole cost and expense, execute and deliver all documents, instruments petitions and applications, and take all other actions which may be reasonably necessary and/or appropriate, in order to cause the Leased Premises to be exempted from the payment of real estate taxes, to the extent that it is possible without the transfer of any ownership or change in the property owner name in

the records of the applicable taxing jurisdiction, under applicable Legal Requirements. Concurrently with the delivery of any such documents, instruments, petitions and applications, Tenant shall furnish Landlord with copies thereof. In the event that Tenant is successful in obtaining any such real estate tax exemption for the Leased Premises, then Tenant shall thereafter cause such real estate tax exemption to be continued for each tax year (or portion thereof) during which this Lease is in effect (and Tenant shall execute such documents, instruments, petitions and applications, and take such other actions which may be reasonably necessary and/or appropriate, to cause such property tax exemption to be so continued). In the event that Tenant is unsuccessful in obtaining or continuing any such real estate tax exemption with respect to the Leased Premises, then Tenant shall thereafter use commercially reasonable efforts to continue to seek such exemption (or continuance thereof, as applicable) and shall, from time to time if Landlord so requests, take such actions as may be reasonably necessary to apply for such exemption (or continuation); provided however, in no event shall Tenant have any power or authority to change, alter or modify in any way, the tax parcel number, property owner name or mailing address of the Leased Premises in the records of the applicable taxing jurisdiction. For purposes hereof, the term "Tax Exemption Date" shall mean the date that is the earlier of: (i) sixty (60) days after the date of this Lease, or (ii) the deadline for submitting a real estate tax exemption petition or application for the real estate taxes for the year in which this Lease is executed and delivered. Notwithstanding anything contained in this paragraph, to the extent Tenant fails to obtain a tax exemption with respect to the Leased Premises for any reason, Tenant shall pay the Taxes as required above in this Section 4.

5. CONDITION. Tenant has examined the Leased Premises and knows its condition. Tenant hereby accepts the condition of the Leased Premises in its **AS-IS, WHERE-IS CONDITION, WITH ALL FAULTS**. No representations or warranties as to the condition, repair or compliance with Legal Requirements thereof, and no agreements to make any alterations, repairs or improvements in or about the Leased Premises have been made by or on behalf of Landlord. By accepting possession of the Leased Premises, Tenant shall be conclusively presumed to have accepted the condition thereof and to have unconditionally waived any and all claims whatsoever related to the condition of the Leased Premises.

6. MAINTENANCE; SERVICES AND UTILITIES.

A. Tenant agrees at its sole cost and expense, to keep and maintain **the Leased Premises together with the [adjacent] open grass way area (such open grass way area together with Tenant's Facilities being the "Specified Area")** in a clean, safe, neat, sanitary and sightly condition and repair, and commensurate with the conditions existing at the time this Lease is executed to Landlord's satisfaction at all times during the Term hereof. Without limiting the generality of the foregoing, Tenant shall (subject to the terms and provisions of this Lease and all at Tenant's sole cost and expense): (i) perform any and all necessary paving, grading, landscaping, cutting and mowing of grass and weeds (including all Canadian thistles and other noxious weeds and growths at the Leased Premises) and snow and ice removal, and (ii) promptly (and if Landlord provides written notice, no later than three (3) business days after receipt of such notice) remove all litter, garbage and graffiti from, and repair any vandalism (except for vandalism to Landlord's Facilities) to, the Specified Area or any nearby area, including, without limitation, any structure or bridge crossing used for Tenant's Facilities, on or near the Specified Area. Tenant's obligations under this Section 6 are solely those of Tenant and Landlord shall have no responsibility to undertake such obligations or to perform any action required of Tenant hereunder.

B. Landlord shall not be responsible for furnishing or providing any services or utilities to the Leased Premises (or any costs or expenses associated therewith), but rather, Tenant shall be responsible, at Tenant's sole cost and expense, for providing all such services and utilities. Landlord has made no representation, warranty or covenant of any kind regarding the availability (or future availability) of any such utilities and services, and no failure to provide or interruption of any such services or utilities or services shall give rise to any right or remedy in favor of Tenant under this Lease. Landlord may from time

to time, but shall have no obligation to, maintain the Leased Premises in accordance with its customary maintenance program then in effect and Tenant shall have no right to require Landlord to maintain the Leased Premises in any manner.

C. Tenant assumes all of the responsibilities normally identified with the ownership of the Leased Premises, including, but not limited to, responsibility for the condition of the Leased Premises, such as the operation, repair, replacement, maintenance and management of the Leased Premises, including, without limitation, repairs to all buildings, structures, fixtures, equipment and other property thereon; provided, that (except as expressly set forth below) in no event shall Tenant maintain, repair, gain access to or in any way use or operate any of Landlord's Facilities.

7. **SURRENDER OF LEASED PREMISES; RESTORATION.** Tenant agrees that upon termination of the Term of this Lease, whether by expiration or otherwise, Tenant will peaceably quit and surrender the Leased Premises to Landlord, and will, at its sole cost and expense, remove all Tenant's personal property, fixtures, structures and improvements, and will, at Landlord's sole and absolute discretion, restore and regrade the Leased Premises to substantially the same condition the Leased Premises were in on the date hereof (other than any improvements, installations and modifications made by Landlord). This Section shall survive the termination or expiration of the Lease.

8. **COMPLIANCE WITH LAWS; WASTE; OTHER COVENANTS OF TENANT.**

A. **General.** Tenant, at its sole expense, shall comply, and cause the Leased Premises to comply, with all Legal Requirements, Landlord's vegetation management practices and procedures and all of the requirements listed in Exhibits C-1 and C-2 attached to this Lease and made a part hereof. In addition, Tenant covenants and agrees that it will not commit waste, loss or damage to the Leased Premises or any other property of Landlord.

B. **Change in Law.** Tenant acknowledges that Landlord may incur costs as a result of the enactment of new Legal Requirements relating to the Leased Premises, and/or changes in Legal Requirements relating to the Leased Premises. Tenant agrees that any such costs incurred by Landlord for complying with such new or changed Legal Requirements and due in whole or in part to Tenant's use and/or occupancy of the Leased Premises shall be an expense recoverable by Landlord from Tenant. To the extent any such expense paid by Tenant to Landlord is subsequently recovered by or reimbursed to Landlord through insurance or recovery from responsible third parties or other action, Tenant shall be entitled to a proportionate share (as reasonably determined by Landlord) of such recovery or reimbursement.

C. **Notice of Violations.** Tenant shall immediately provide Landlord with written notice: (i) upon Tenant's obtaining knowledge of any potential or known violations of any Legal Requirements relating to the Leased Premises, and/or (ii) of Tenant's receipt of any notice, correspondence, demand or communication of any nature from any governmental authority related to the Leased Premises, including without limitation, any alleged or actual violation of any Legal Requirements or any request for additional information, rejection or confirmation regarding any application for exemption from real estate taxes.

D. **Height and Other Limitations.** No vehicles, equipment or anything else (including, but not limited to, any equipment attached to vehicles or equipment such as antennas, and/or any trees, shrubs or other plants or vegetation planted or installed per Exhibit E at the Leased Premises by Tenant) having a height which exceeds the maximum allowable height under OSHA's height standards in effect from time to time during the Term, shall be driven, moved or transported on the Leased Premises without Landlord's prior written consent. Tenant shall not allow any activity which could result in a wire to ground electrical

contact or damage to towers or poles; such as, flying kites, model airplanes, driving minibikes, go carts and snowmobiles. If Landlord so requests, Tenant will post signs prohibiting such activities.

9. ALTERATIONS.

A. Generally. Tenant shall not make any alterations, installations, improvements, additions or other physical changes (collectively, the “**Alterations**”) in or about the Leased Premises without Landlord’s prior written consent in each instance, which consent may be granted or denied by Landlord in its sole and absolute discretion. Any Alterations shall be performed: (i) by Tenant, at Tenant’s sole cost and expense (and Landlord shall have no duty or obligation with respect thereto), (ii) pursuant to plans and specifications approved in writing by Landlord (in Landlord’s sole discretion), (iii) by contractors and subcontractors approved in writing by Landlord (in Landlord’s sole discretion), (iv) in compliance with all Legal Requirements, and (v) in a good and workmanlike manner, free of all liens. Tenant shall, at Tenant’s sole cost and expense, obtain any and all permits and approvals necessary for the performance of any Alterations. During the performance of any Alterations, Tenant shall carry, and shall cause its contractors and subcontractors to carry, such insurance as Landlord shall, in its sole discretion, direct. Neither Tenant nor any of Tenant’s authorized agents shall, at any time prior to or during the Term, directly or indirectly, employ, or permit the employment of, any contractor, mechanic or laborer in the Leased Premises, or permit any materials to be delivered to or used in the Leased Premises, whether in connection with any Alteration or otherwise, if, in Landlord’s sole judgment, such employment, delivery or use will interfere or cause any conflict with other contractors, mechanics or laborers engaged in the construction, maintenance or operation of the Leased Premises (or any other property) by Landlord, Tenant or others, or the use and enjoyment of the Leased Premises by Landlord or other tenants or occupants of the Leased Premises. In the event of such interference or conflict, upon Landlord’s request, Tenant shall cause all contractors, mechanics or laborers causing such interference or conflict to leave the Leased Premises immediately. At the sole discretion of Landlord, any proposed Alterations shall be subject to a review fee, the amount of which will be determined by Landlord upon receipt of Tenant’s request for consent to such Alterations. Such fee shall be due and payable by Tenant within five (5) days from receipt of notice from Landlord of the amount of such review fee and Landlord shall not be required to consider Tenant’s request for Landlord’s consent to any Alterations until the review fee for such Alterations is paid.

B. Paving, Filling and Planting. Without limiting the generality of the terms and provisions of Subsection 9.A. above, Tenant acknowledges and confirms that any and all grading, leveling, adding or removing soil and/or paving of the Leased Premises (or any portion thereof), and any and all planting, seeding and similar activities shall constitute “**Alterations**” for purposes of this Lease, and shall be subject to each and all of the terms and provisions relating thereto. In any event, any and all debris from any Alterations of Tenant shall be promptly removed from the Leased Premises by Tenant. In the event that, in connection with Tenant’s Alterations, Tenant elects to fill any low spots on the Leased Premises, only clean fill (defined as not containing debris such as gravel, concrete, tree roots, brick or any contaminants) shall be used prior to the spreading of base fill underlying any paving. No paving or grading work (or similar work) of any kind will be undertaken within a ten (10) foot radius of any tower leg (or similar equipment, improvement or facility) of Landlord. Paving shall be well drained, firm and solid blacktop (or other substance approved in writing by Landlord), and shall be neat and clean in appearance. In addition, and not in lieu of the foregoing, any such grading, leveling, paving, filling and/or planting or seeding of the Leased Premises shall comply with the terms and provisions of Section 12 below and Landlord’s vegetation management practices and procedures. Tenant shall not cause or permit the existing ground grade on the Leased Premises to be increased or decreased without Landlord’s prior written consent.

C. Drainage. Tenant covenants and agrees that no Alterations made by Tenant pursuant to this Lease shall cause any surface water drainage problems for Landlord or any adjoining landowners. In

the event that any such water drainage problems are caused by Tenant's Alterations, Tenant shall correct such problems immediately at Tenant's sole cost and expense.

D. Fencing and Barriers. Tenant covenants and agrees that, in the event that Tenant installs (or is required (by Landlord or otherwise) to install) any fencing and/or gates in connection with Tenant's Alterations at the Leased Premises (or its use or occupancy of the Leased Premises), Tenant will install, maintain and operate such fences and/or gates in strict compliance with the requirements of Exhibits C-1 and C-2, attached hereto and made a part hereof, and any and all other fencing and locking rules, regulations and guidelines which Landlord may deliver to Tenant from time to time prior to or during the Term. Tenant also acknowledges and confirms that, in connection with Landlord's review and/or approval of the plans and specifications for Tenant's Alterations at the Leased Premises (as provided in Subsection 9.A. above), Landlord may require, prior to or at any time during the Term of this Lease, that barriers ("**Barriers**") be installed on the Leased Premises in order to protect Landlord's Facilities and/or other equipment, improvements and facilities of Landlord and other users and occupants of the Leased Premises. Any such Barriers shall be installed, at Landlord's sole option, either: (i) by Tenant, at Tenant's sole cost and expense, in a manner satisfactory to Landlord, or (ii) by Landlord, in which event Tenant shall pay to Landlord, prior to such installation, Landlord's reasonable estimate of the cost of such installation of the Barriers. Any barriers required to be installed hereunder shall be installed, maintained and operated by Tenant in strict compliance with the requirements of Exhibits C-1 and C-2, attached hereto, and any and all rules, regulations and guidelines regarding barriers which Landlord may deliver to Tenant from time to time prior to or during the Term.

E. Soil Removal. Tenant hereby agrees that it will not remove any soil from the Leased Premises without the prior written consent of Landlord. Any soil removed from the Leased Premises to which Landlord consents (as provided in the preceding sentence) shall become the property of Tenant and shall be: (i) transported and disposed of by Tenant (at its sole cost and expense) in a manner approved in writing by Landlord and in compliance with all Legal Requirements, and (ii) promptly replaced by Tenant at its sole cost and expense, with clean soil not contaminated with Hazardous Materials (as defined in Section 15 below).

F. Third Party Facilities. Tenant hereby acknowledges that the Leased Premises may be used from time to time to accommodate equipment and facilities of other persons and/or entities (including, without limitation, pipeline and utility companies) which are (or will be) located on, above or below the surface of the Leased Premises. Tenant agrees that it will contact any such persons and/or entities holding rights to use and/or occupy the Leased Premises, and provide the proper protection reasonably required by such persons or entities, in connection with Tenant's use and occupancy of the Leased Premises. Tenant further agrees to furnish Landlord copies of the correspondence between any such persons or entities and Tenant. Tenant agrees that this requirement shall apply to any installations currently located at the Leased Premises and any and all future installations within the Leased Premises.

G. Supervision. Landlord shall have the right (but not the obligation) to monitor and observe Tenant's performance of any Alterations at the Leased Premises (or any component thereof) and, in the event that Landlord so elects, Tenant shall reimburse Landlord for any and all costs of such monitoring and observation, together with a charge for Landlord's overhead, as determined by Landlord. In the event that Landlord elects to monitor or observe any such work, in no event shall Landlord be deemed to have approved or made any representation or warranty regarding the same.

H. Notification. In addition to and not in lieu of, Tenant's other obligations under this Section 9, Tenant also agrees to notify Landlord's Representative, at Telephone Number 866 340-2841, at least seventy-two (72) hours prior to the commencement of any Alterations at the Leased Premises.

10. INDEMNITY. To the maximum extent permitted under Legal Requirements, Tenant agrees to protect, indemnify, defend (with counsel acceptable to Landlord) and hold harmless Landlord and Exelon Corporation, a Pennsylvania corporation, and their respective parents, subsidiaries and affiliates, and their respective officers, directors, shareholders, employees, representatives, agents, contractors, licensees, lessees, guests, invitees, successors and assigns (collectively, the “**Indemnified Parties**”) from and against any and all losses, costs, damages, liabilities, expenses (including, without limitation, reasonable attorneys’ fees) and/or injuries (including, without limitation, damage to property and/or personal injuries) suffered or incurred by any of the Indemnified Parties (regardless of whether contingent, direct, consequential, liquidated or unliquidated) (collectively, “**Losses**”), and any and all claims, demands, suits and causes of action brought or raised against any of the Indemnified Parties (collectively, “**Claims**”), arising out of, resulting from, relating to or connected with: (i) any act or omission of Tenant or its officers, directors, shareholders, employees, representatives, agents, contractors, licensees, lessees, guests, invitees, successors and assigns (collectively, “**Tenant Group**”) at, on or about the Leased Premises, and/or (ii) any breach or violation of this Lease on the part of Tenant, and notwithstanding anything to the contrary in this Lease, such obligation to indemnify, defend and hold harmless the Indemnified Parties shall survive any termination or expiration of this Lease. This indemnification shall include, without limitation, claims made under any workman’s compensation law or under any plan for employee’s disability and death benefits (including, without limitation, claims and demands that may be asserted by employees, agents, contractors and subcontractors).

11. WAIVER. Any entry onto the Leased Premises by Tenant and, to the extent permitted by law, each and every member of the Tenant Group, shall be at such parties’ sole risk, and Landlord makes (and has heretofore made) no representations or warranties of any kind whatsoever regarding the Leased Premises or the condition of the Leased Premises (including, without limitation, the environmental condition thereof). To the fullest extent permitted by law, Tenant and each member of the Tenant Group hereby waives any and all claims, demands, suits and causes of action against the Indemnified Parties, and fully and forever releases the Indemnified Parties, for any loss, cost, damage, liability or expense (including, without limitation attorneys’ fees) suffered or incurred by Tenant or any member of the Tenant Group in connection with any entry onto the Leased Premises pursuant to this Lease. Without limiting the generality of the foregoing, in no event shall any of the Indemnified Parties be responsible or liable for any loss, damage, destruction, theft or misappropriation of any of the property of Tenant or any member of the Tenant Group. This Section will survive termination or expiration of the Lease.

12. DIGGING WORK. If Tenant performs any grading, leveling, digging or excavation work on the Leased Premises (which work shall be subject to Landlord’s prior written approval), Tenant will notify J.U.L.I.E. at telephone number (800) 892-0123, C.U.A.N. at (312) 744-7000 if the Leased Premises are located in the City of Chicago, or in the event the Leased Premises are located outside J.U.L.I.E.’s or C.U.A.N.’s jurisdiction, any other services required by the utilities in the jurisdiction, at least seventy-two (72) hours prior to the commencement of such work in order to locate all existing utility lines that may be present on the Leased Premises. If Tenant damages any such underground facilities in the course of its work, Tenant will promptly reimburse Landlord or the owner of such equipment or facilities for any and all expense incurred in repairing or replacing such damage.

13. CASUALTY. In the event of any damage to or destruction of the Leased Premises, by fire or other casualty, which materially and adversely affects Tenant’s use and enjoyment of the Leased Premises for the purposes specified in this Lease, then either Landlord or Tenant shall have the right, no later than ninety (90) days after such party becomes aware of such damage or destruction, to terminate this Lease upon sixty (60) days’ prior written notice to the other. In the event of any damage or destruction which is not so extensive, or in the event that Landlord and Tenant elect not to terminate this Lease pursuant to the preceding sentence, then this Lease shall continue in full force and effect, and Tenant will promptly and diligently, at its sole cost and expense, repair, restore, rebuild and replace the Leased Premises (and all

improvements, fixtures, equipment and property thereat) as nearly as possible to the condition they were in immediately prior to such damage or destruction. Any such work shall be done in a manner satisfactory to Landlord, and in accordance with all Legal Requirements and the terms and provisions of this Lease. Landlord shall not be liable or responsible for any loss or damage caused to any property of Tenant or any member of the Tenant Group (including, without limitation, any such loss or damage caused by fire, vandalism or other casualty) at any time during the Term hereof.

14. CONDEMNATION. If the Leased Premises, or a substantial part thereof, or a portion which prevents use of the Leased Premises for the purposes specified herein, shall be taken or condemned by any competent authority for any public use or purpose, the Term shall end on the date when the possession of the part so taken shall be required for such use or purpose, and without apportionment of any condemnation award or proceeds (it being understood that Landlord shall be entitled to the entire amount of any such award or proceeds, and Tenant shall have no right to share therein). Then current Rent shall be apportioned as of the date of such termination.

15. ENVIRONMENTAL PROTECTION.

A. General. Tenant covenants and agrees that Tenant shall conduct its operations on the Leased Premises in compliance with all applicable Environmental Laws (as hereinafter defined) and further covenants that neither Tenant nor any member of the Tenant Group shall use, bring upon, transport, store, keep or cause or allow the discharge, spill or release (or allow a threatened release) in each case of any Hazardous Materials (as hereinafter defined) in, on, under or from the Leased Premises. Without limiting any other indemnification obligations of Tenant contained herein, Tenant hereby agrees to protect, indemnify, defend (with counsel acceptable to Landlord) and hold harmless the Indemnified Parties from and against any and all Losses and Claims (including, without limitation, (i) reasonable attorneys' fees, (ii) liability to third parties for toxic torts and/or personal injury claims, (iii) fines, penalties and/or assessments levied or raised by any governmental authority or court, and (iv) assessment, remediation and mitigation costs and expenses and natural resource damage claims) arising out of, resulting from or connected with any Hazardous Materials used, brought upon, transported, stored, kept, discharged, spilled or released by Tenant, any member of the Tenant Group or any other person or entity (except for any person or entity which is an Indemnified Party) in, on, under or from the Leased Premises. For purposes of this Lease, the term "**Hazardous Materials**" shall mean all toxic or hazardous substances, materials or waste, petroleum or petroleum products, petroleum additives or constituents or any other waste, contaminant or pollutant regulated under or for which liability may be imposed by any Environmental Law. For purposes hereof, the term "**Environmental Laws**" shall mean all federal, provincial, state and local environmental laws, statutes, ordinances, regulations and other requirements (including common law) regulating or imposing standards of care with respect to the handling, storage, use, emitting, discharge, disposal or other release of Hazardous Materials, including, but not limited to, the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§ 6901 et seq., the Clean Air Act, 42 U.S.C. §§ 7401, et seq., the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251, et seq., the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§ 1101, et seq., the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601 et seq., the Toxic Substances Control Act, 15 U.S.C. §§ 2601, et seq., the Oil Pollution Control Act, 33 U.S.C. §§ 2701, et seq., any successor statutes to the foregoing, or any other comparable local, state or federal statute or ordinance pertaining to protection of human health, the environment or natural resources, including without limitation the preservation of wetlands, and all regulations pertaining thereto, as well as applicable judicial or administrative decrees, orders or decisions, authorizations or permits.

B. Wetlands. If there are wetlands on the Leased Premises, or if wetlands should develop on the Leased Premises during the Term, Tenant shall strictly comply with and observe all applicable Environmental Laws. At Landlord's request, Tenant shall, at Tenant's sole cost, furnish Landlord with a survey of the Leased Premises delineating any wetland areas located on the Leased Premises. Under no circumstances shall Tenant change the physical characteristics of any wetland areas located on the Leased Premises, or any other adjoining land or place any fill material on any portion of the Leased Premises, or any adjoining land, without in each instance obtaining Landlord's prior written consent (which may be granted or withheld in Landlord's sole discretion), and only then in compliance with applicable Environmental Laws.

C. Notice of Violation/Release. Tenant shall provide Landlord with prompt written notice upon Tenant's obtaining knowledge of the existence of any Hazardous Materials on, in or under the Leased Premises in violation of Environmental Laws, or of any potential or known release or threat of release of any Hazardous Materials affecting the Leased Premises.

D. Survival. This Section shall survive the expiration or other termination or expiration of the Lease.

16. INSURANCE. Tenant shall comply with the insurance provisions contained in Exhibit D attached hereto and made a part hereof.

17. ZONING. Tenant hereby acknowledges that Landlord has made no representations that the Leased Premises may be used or is properly zoned for the Permitted Use, and Tenant further agrees that it will (at its sole cost and expense) obtain all necessary permits and other approvals prior to undertaking the Permitted Use. Tenant assumes all obligations and responsibilities for compliance with all Legal Requirements including, without limitation, all applicable zoning laws and ordinances, building codes and governmental regulations. This Lease is not preconditioned on Tenant obtaining any zoning or use permits or approval. This Lease does not constitute the authority to seek a zoning change to permit the Permitted Use, and in no event shall Tenant seek or apply for any such zoning change to the Leased Premises without Landlord's prior written consent, which consent may be given or withheld in Landlord's sole and absolute discretion.

18. NO SIGNS. Tenant shall not place or permit to be placed by any person or entity (other than Landlord) on the Leased Premises any signs or billboards (including, without limitation, any advertising signs or billboards) without the prior written approval of Landlord, which approval Landlord may give or withhold in Landlord's sole and absolute discretion. Tenant may place signs on the Specified Area without the consent of Landlord relating solely to safety and directional matters involving the Permitted Use. Tenant agrees to place a sign in a visible area within the Specified Area that contains an acknowledgment of Landlord's assistance and cooperation with the Tenant with respect to the Permitted Use, all in a manner and form reasonably acceptable to Landlord.

19. DAMAGE TO LANDLORD'S FACILITIES. Tenant agrees that in the event any work done by or on behalf of the Tenant on the Leased Premises causes damage to Landlord's Facilities, Tenant will promptly reimburse Landlord for any and all expense incurred for the repairing or replacement of such damage, within thirty (30) days, after presentation to Tenant of Landlord's statement therefor.

20. DEFAULT.

A. The occurrence of any of the following shall be considered a "Default":

(i) Tenant shall at any time fail to make any payment of Rent (or any portion thereof) or any other payments required of Tenant hereunder when required, and such failure continues for a period of more than ten (10) days (without necessity of any notice or demand therefor); or

(ii) Tenant shall breach or violate any of its duties or obligations set forth in Section 7 (Surrender of Leased Premises; Restoration), Section 8 (Compliance with Laws), Section 16 (Insurance), Section 22 (Covenants Against Liens), Section 23 (Assignment and Subletting) or Section 30 (Subordination; Estoppel) of this Lease; or

(iii) Tenant shall at any time be in default of any other covenants and conditions of this Lease to be kept, observed and performed by Tenant, which and such default continues for more than thirty (30) days (or such shorter time period as may specifically be set forth in this Lease) after notice from Landlord; or

(iv) this Lease or Tenant's interest therein, or any interest in Tenant, shall be assigned, transferred, mortgaged or pledged, levied on or attempted to be taken by execution, attachment or other process of law, or if any execution or attachment shall be issued against Tenant, or any of Tenant's property in the Leased Premises shall be taken or occupied or attempted to be taken or occupied by someone other than Tenant; or

(v) a receiver, assignee or trustee shall be appointed for Tenant or Tenant's property or if the Tenant shall file bankruptcy, or if involuntary bankruptcy proceedings shall be filed against Tenant; or

(vi) Landlord shall receive notice of any alleged violation of any Legal Requirements resulting from or in any way connected with Tenant's use of the Leased Premises and such violation is not cured (and all liabilities connected therewith fully satisfied) by Tenant prior to the earlier of (a) the last day of the period permitted by law for curing such violation or (b) the first date Landlord becomes subject to any fine, penalty, lien, judgment, order or other liability due to the continued existence of such violation; or

(vii) Tenant shall abandon the Leased Premises or vacate same during the Term hereof.

B. If a Default occurs, Landlord may do any or all of the following (all of which remedies shall be cumulative and not exclusive, and all of which remedies shall be in addition to, and not in lieu of, any other rights and remedies to which Landlord may be entitled under this Lease, at law or in equity):

(i) At its option, at once, without notice to Tenant or to any other person, terminate this Lease and at its option, require payment in full of the Rent due for the unexpired term of the Lease;

(ii) Enter into the Leased Premises, and remove Tenant's property and effects therefrom, and/or take and hold possession thereof, without such entry and/or possession terminating this Lease or releasing Tenant in whole or in part from Tenant's obligations to pay Rent and perform all its other obligations hereunder for the full Term, and to relet the Leased Premises or any part or parts thereof, either in the name of for the account of Landlord or Tenant, for such Rent and for such term and terms as Landlord may see fit, which term may at Landlord's option extend beyond the balance of the Term of this Lease. Except to the extent required under applicable Legal Requirements, Landlord shall not be required to accept any tenant offered by Tenant or to observe any instructions given by the Tenant about such reletting. In any case, Landlord may make such repairs, alterations and additions in or to the Leased Premises as it sees fit. Tenant shall pay Landlord any deficiency between the Rent hereby reserved and covenanted to be paid and the net amount of the rents collected on such reletting, for the balance of the Term of this Lease, as well

as any expenses incurred by Landlord in such reletting, including, but not limited to attorney's fees, broker fees, the expenses of repairing, altering the Leased Premises, and otherwise preparing the same for re-rental. All such costs, other than the rental, shall be paid by Tenant upon demand by Landlord. Any deficiency in rental amounts shall be paid in monthly installments, upon statements rendered by Landlord to Tenant, unless Landlord has declared the entire Rent for the balance of the Term due, as elsewhere in this Lease provided. Any suit brought to collect the amount of the deficiency for any one or more months' Rent shall not preclude any subsequent suit or suits to collect the deficiency for any subsequent month's Rent;

(iii) Require that upon any termination of this Lease, whether by lapse of time, the exercise of any option by Landlord to terminate the same, or in any other manner whatsoever, or upon any termination of Tenant's right to possession without termination of this Lease, the Tenant shall at once surrender possession of the Leased Premises to the Landlord and immediately vacate the same and remove all effects therefrom, except such as may not be removed under other provisions of this Lease. If Tenant fails to do so, Landlord may forthwith re-enter the Leased Premises, with or without process of law, and repossess itself thereof as in its former estate and expel and remove Tenant and any other persons and property therefrom, using such force as may be necessary without being deemed guilty of trespass, eviction or forcible entry, without thereby waiving Landlord's rights to Rent or any other rights given Landlord under this Lease or at law or in equity;

(iv) Remove, at its option if the Tenant shall not remove all effects from the Leased Premises in this Lease as provided, any or all of such effects in any manner that Landlord shall choose and store the same without liability for loss thereof, and Tenant will pay Landlord, upon demand, any and all expenses incurred in such removal and also storage of said effects for any length of time during which the same shall be in Landlord's possession or in storage, or Landlord may at its option, without notice, sell any or all of said effects in such manner and for such price as the Landlord may deem best and apply the proceeds of such sale upon any amounts due under this Lease from the Tenant to Landlord, including the expenses of removal and sale;

(v) Collect from Tenant any other loss or damage Landlord may sustain by reason of any breach (including, without limitation, the unamortized portion of any brokerage fee or commission paid by or on behalf of Landlord to any broker or finder with respect to this Lease) and any diminished value of the Leased Premises resulting from said breach;

(vi) Enjoin any such breach of this Lease by Tenant; and/or

(vii) Take any and all corrective actions Landlord deems necessary or appropriate to cure the default of Tenant in question and charge the cost thereof to Tenant, together with (i) interest at the Default Rate, and (ii) an administrative charge in an amount equal to ten percent (10%) of the cost of the corrective action to defray part of the administrative expense incurred Landlord in administering such cure, such payment to be made by Tenant upon Landlord's presentment and demand therefor.

C. Except as specifically provided in this Section Tenant expressly waives the service of any notice of intention to terminate this Lease or to terminate Tenant's right of possession of the Leased Premises or to re-enter the Leased Premises and waives the service of any demand for payment of Rent or for possession and waives the service of any and every other notice or demand prescribed by any statute, law or ordinance and agrees that the simple breach of any of the covenants of this Lease (beyond any applicable notice and cure periods) shall, of itself, without the service of any additional notice or demand whatsoever, at Landlord's option, constitute a default on the part of Tenant. No receipt of monies by the Landlord from or for the account of Tenant or from anyone in possession or occupancy of the Leased

Premises after termination in any way of this Lease or after the giving of any notice, shall reinstate, constitute or extend the Term of this Lease or affect any notice given to the Tenant prior to the receipt of such money, it being agreed that after the service of notice of the commencement of a suit, or after final judgment for possession of the Leased Premises, Landlord may receive and collect any Rent or other amounts due Landlord and such payment not waive or affect said notice, said suit, or said judgment.

D. Any and all rights and remedies which Landlord may have under this Lease at law or in equity, shall be cumulative and shall not be deemed inconsistent with each other, and any two or more or all of said rights and remedies may be exercised at the same time or at different times and from time to time.

E. If Landlord is required to incur expense, legal, incidental, or consequential, because of the breach of this Lease by Tenant, the Tenant shall promptly reimburse Landlord for such expense upon being given a written itemization and explanation thereof. In the event of commencing a court action as a result of any breach, it is agreed that such expenses are to be considered a part of the damages claimed in said action and any expense incurred in prosecuting that action shall be included. It is agreed that the term "expenses" as used herein shall include, but not be limited to, attorney's fees, court costs, district justice costs, and any and all other costs and expenses reasonably related to such breach.

F. The failure of Landlord to enforce rights under this Lease on one or numerous occasions shall not affect the Landlord's ability to enforce that right on any subsequent occasion or occasions.

G. Upon the occurrence of a Default or any breach or default under this Lease by Tenant, Tenant shall be liable for and shall reimburse Landlord upon demand for all reasonable attorney's fees and costs incurred by Landlord in enforcing Tenant's obligations under this Lease, whether or not Landlord files legal proceedings in connection therewith.

H. In the event that a Default shall occur, and Landlord elects to terminate this Lease, or upon expiration of this Lease, Tenant shall not be relieved of its duties or obligations under this Lease so long as Tenant or any of Tenant's property remains on the Leased Premises. Additionally, any rights and obligations created under or by this Section shall survive termination or expiration of this Lease.

I. In the event of a threatened breach by Tenant of any of the covenants or provisions of this Lease, Landlord shall (without limiting any of Landlord's other rights or remedies hereunder, at law or in equity) have the right to enjoin any such threatened breach.

21. LIMITATION ON LIABILITY. It is expressly understood and agreed by Tenant that none of Landlord's covenants, undertakings or agreements continued in this Lease are made or intended as personal covenants, undertakings or agreements by Landlord or any entity which is affiliated with Landlord its parent or subsidiaries. Tenant specifically agrees to look solely to Landlord's interest in the Leased Premises for the recovery of any sums, damages, awards or judgments from Landlord. It is agreed that neither Landlord, nor any entity which is affiliated with Landlord (nor any of their respective parents or subsidiaries, nor any of their respective shareholders, venturers, officers, directors or employees) shall be personally liable for any such sums, damages, awards or judgments. This Section will survive termination or expiration of the Lease.

22. COVENANTS AGAINST LIENS. Tenant hereby covenants and agrees that it will not cause or permit any lien (including, without limitation, any mechanic's lien) or claim for lien to be asserted against the Leased Premises or any interest therein, whether such lien or claim for lien results from or arises out of any act or omission of Tenant or any member of the Tenant Group or otherwise. In the event any such lien or claim for lien is filed, Tenant will immediately pay and release the same. In the event such lien or claim

of lien is not released and removed within five (5) days after notice from Landlord, Landlord, at its sole option and in addition to any of its other rights and remedies, may take any and all action necessary to release and remove such lien or claim of lien (it being agreed by Tenant that Landlord shall have no duty to investigate the validity thereof), and Tenant shall promptly upon notice thereof reimburse Landlord for all sums, costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Landlord in connection with such lien or claim of lien. Tenant hereby agrees to indemnify, defend and hold harmless Landlord from and against any and all liens or claims for lien arising out of or in any way connected with Tenant's use and occupancy of the Leased Premises. Any rights and obligations created under or by this Section shall survive termination or expiration of this Lease.

23. ASSIGNMENT AND SUBLETTING. Tenant shall not, directly or indirectly, assign, mortgage, pledge, encumber, or otherwise transfer this Lease (or any interest of Tenant herein), whether by operation of law or otherwise, and shall not sublet (or underlet), or permit, or suffer the Leased Premises or any part thereof to be used or occupied by others, without Landlord's prior written consent in each instance, which consent may be granted or denied by Landlord in its sole and absolute discretion. Any assignment, sublease, mortgage, pledge, encumbrance or transfer by Tenant in contravention of the provisions of this Section shall be void. For purposes of this Lease any transfer, directly, indirectly or by operation of law, of a "controlling" interest in Tenant shall constitute an assignment of this Lease, and shall be subject to the terms and provisions of this Section. For purposes hereof, a "controlling" interest in Tenant shall mean: (a) the ownership, directly or indirectly, of a majority of the outstanding voting stock or interests of Tenant, or (b) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of Tenant, whether through the ownership of voting securities or other ownership interests, by statute, or by contract.

24. TERMINATION. Prior to the end of the Term, this Lease may be terminated at any time by either of the parties hereto by giving ninety (90) days prior written notice to the other party of such termination. This Lease may also be terminated by Landlord, if Landlord is required to do so by a regulatory body, by a court of competent jurisdiction or Legal Requirements. In the event this Lease is terminated for any reason, any Rent paid in advance shall be prorated to the effective date of such termination and the unearned portion thereof refunded to Tenant.

25. LANDLORD'S RIGHTS. The rights of the Landlord to utilize the Leased Premises in its utility business, at all times, will be and remain paramount to the rights herein granted to Tenant by Landlord and nothing stated herein is to be construed as restricting Landlord from granting rights to other parties or persons in, upon or under the Leased Premises. Without limiting the generality of the foregoing, the parties specifically refer to rights relating to sewers, water pipes and mains, drainage tiles and pipes, gas main and pipelines and other associated uses. In addition, Landlord shall have the right to enter upon the Leased Premises at any time and from time to time during the Term to (a) show the same to prospective tenants, mortgagees and/or purchasers, and to place "For Rent" and/or "For Sale" signs thereon and (b) to conduct any and all vegetation management in, on, or about the Leased Premises in accordance with Landlord's then current vegetation management practices and procedures.

26. RIGHT OF ENTRY.

A. Tenant agrees that Landlord and Landlord's agents, representatives, employees, contractors, licensees, invitees, tenants, successors and assigns (collectively, "**Landlord Parties**"), shall have the right to enter the Leased Premises at any time Landlord deems necessary, to alter, modify, augment, supplement, improve, upgrade, use, operate, repair, replace, install, construct, maintain or protect Landlord's Facilities and to conduct vegetation management activities, including the right to cut down, trim and remove any trees, brush or other vegetation that interferes with or potentially interferes with Landlord's Facilities on the Leased Premises as Landlord deems necessary

in its sole discretion. Tenant shall not plant any trees or other vegetation on the Leased Premises without the prior written consent of Landlord which it may withhold in its sole discretion. Landlord has the right to require Tenant to remove and relocate any paving, improvements or property owned or used by Tenant at the Leased Premises, in connection with the use, operation, maintenance, repair, installation and/or removal of Landlord's Facilities by any Landlord Party, and/or in connection with any other use (present or future) of the Leased Premises by the Landlord Parties, all of which removal and relocation shall be at Tenant's sole cost and expense. In the event that Tenant fails to remove and/or relocate any such paving, improvements or property upon notice from Landlord, then Landlord shall have the right (but not the obligation) to remove such paving, improvements or property on Tenant's behalf, and at Tenant's cost, and Tenant shall promptly reimburse Landlord for any costs and expenses paid or incurred by Landlord in connection therewith. Tenant agrees that it will cooperate with Landlord in connection with any entry on, and work at, the Leased Premises by the Landlord Parties, and shall coordinate Tenant's use of the Leased Premises with any use of the Leased Premises by any of the Landlord Parties, including but not limited to vegetation management. Landlord shall not in any event be liable for inconvenience, disruption, disturbance, loss of business or other damage to Tenant by reason of any entry on, or work at, the Leased Premises by any Landlord Party, or on account of bringing materials, supplies, and equipment into or through the Leased Premises. Tenant understands that the business of the Landlord involves, among other things, the construction, installation, maintenance, operation, and use of Landlord's Facilities now or which may hereafter be erected or installed upon, along, on, over, across or under the Leased Premises, or property adjacent thereto, which are used or useful in connection with the generation, conversion, transmission or distribution of electricity and gas and communications services. Tenant covenants and agrees (as a specific condition of this Lease) that Tenant and each member of the Tenant Group will not, under any circumstances whatsoever, touch, handle, tamper with or contact, directly or indirectly, any of the Landlord's Facilities, nor damage, destroy, interfere with, obstruct or otherwise adversely affect, Landlord's Facilities.

B. Landlord and its representatives may enter the Leased Premises at all reasonable times for the purpose of inspecting the Leased Premises, or to show the Leased Premises to prospective purchasers, investors, encumbrancers, or tenants. In the case of an emergency, Landlord or its agents may enter the Leased Premises without prior notice, and may enter forcibly, without liability to Tenant, and without affecting this Lease. During the final twelve (12) months of the Term, Landlord may place customary "For Sale" or "For Lease" signs on the Leased Premises

27. LANDLORD'S RIGHT TO TRANSFER. This Lease shall not in any manner or to any extent limit or restrict the right of Landlord to use or dispose of the Leased Premises as Landlord may in its discretion desire, subject to rights of Tenant hereunder. Landlord shall have the right, without notice to or consent from Tenant, to assign this Lease to any person or entity that succeeds (directly, indirectly or by operation of law) to any of Landlord's right, title or interest in or to the Leased Premises.

28. TENANT'S PROPERTY. It is expressly understood and agreed that all equipment and other personal property that Tenant may install upon the Leased Premises during the Term shall remain the property of Tenant and shall be removed by Tenant (as set forth in Section 7 hereof), at its sole cost and expense, at the expiration of the term of this Lease or at any time prior thereto.

29. HOLDING OVER. Tenant shall have no right to remain in possession of all or any part of the Leased Premises after the expiration of the Term. In the event that Tenant remains in possession of all or any part of the Leased Premises after the expiration or earlier termination of the Term, at Landlord's option (exercised by giving Tenant written notice): (a) such tenancy shall be deemed to be either (at Landlord's sole option) a periodic tenancy from month-to-month only, or a tenancy at sufferance terminable at will by Landlord; (b) such tenancy shall not, unless Landlord otherwise elects (as set forth above), constitute a

renewal or extension of this Lease for any further Term; and (c) such tenancy may be terminated by Landlord upon the earlier of thirty (30) days' prior written notice or the earliest date permitted by law. In the event Tenant remains in possession after the expiration or earlier termination of the Term, then: (i) Landlord shall have the right to charge Tenant a monthly Base Rent equal to Landlord's estimate (as determined by Landlord in its sole discretion) of two hundred percent (200%) of the fair market monthly rental value of the Leased Premises, and any other sums due under this Lease shall be payable in the amount and at the times specified in this Lease, and (ii) Tenant agrees to the extent permitted by law to indemnify, defend (with counsel acceptable to Landlord, which acceptance shall not be unreasonably withheld) and hold the Indemnified Parties harmless from and against any and all Losses and Claims sustained, incurred and/or brought against any of the Indemnified Parties by reason of such retention of possession of the Leased Premises (which may include, without limitation, any Claims made by any actual or prospective subsequent lessee or other user or occupant of the Leased Premises or any portion thereof). Any such month-to-month tenancy or tenancy at sufferance shall be subject to every other term, condition, and covenant contained in this Lease.

30. SUBORDINATION; ESTOPPEL.

A. This Lease and the rights of Tenant hereunder shall be and are hereby made expressly subject and subordinate at all times to the lien of any mortgage now or hereafter existing against all or any portion of the Leased Premises. Tenant acknowledges that its title is and always shall be subordinate to the title of the owner of the Leased Premises and nothing herein contained shall empower Tenant to do any act which can, shall or may encumber the title of the owner of the Leased Premises. In confirmation of such subordination, Tenant shall promptly execute and deliver any instrument that Landlord or any mortgagee of Landlord may request to evidence such subordination no later than ten (10) business days after Landlord's request therefor. If any mortgagee of Landlord (or its successors or assigns), or any other person or entity, shall succeed to the rights of Landlord under this Lease, whether through possession or foreclosure action or delivery of a new lease or deed, then at the request of such party so succeeding to Landlord's rights ("**Successor Landlord**") and upon Successor Landlord's written agreement to accept Tenant's attornment, Tenant shall attorn to and recognize Successor Landlord as Tenant's Landlord under this Lease, and shall promptly execute and deliver any instrument that Successor Landlord may reasonably request to evidence such attornment. Upon such attornment this Lease shall continue in full force and effect as, or as if it were, a direct lease between Successor Landlord and Tenant upon all of the terms, conditions and covenants as are set forth in this Lease and shall be applicable after such attornment.

B. Tenant agrees, at any time and from time to time, as requested by Landlord, upon not less than ten (10) days' prior notice, to execute and deliver to Landlord a written statement executed and acknowledged by Tenant, (a) stating that this Lease is then in full force and effect and has not been modified (or if modified, setting forth all modifications), (b) setting forth the Base Rent, (c) setting forth the date to which the Rent has been paid, (d) stating whether or not, to the best knowledge of the Tenant, Landlord is in default under this Lease, and if so, setting forth the specific nature of all such default, (e) stating whether there are any subleases affecting the Leased Premises, (f) stating the address of Tenant to which all notices and communication under the Lease shall be sent, and the Commencement Date, and (g) containing any other matters reasonably requested by Landlord. Tenant acknowledges that any statement delivered pursuant to this paragraph may be relied upon by others with whom Landlord may be dealing, including any purchaser or owner of the Leased Premises, or of Landlord's interest in the Leased Premises or any lender or mortgagee of Landlord. If Tenant fails to execute and return such written statement to Landlord within such ten (10) day period, such failure shall constitute Tenant's agreement as to the accuracy of the information contained in the written statement submitted to Tenant by Landlord.

31. MISCELLANEOUS.

A. Illinois Commerce Commission Approval. Landlord and Tenant acknowledge that Landlord is a public utility regulated by the Illinois Commerce Commission (“**Commission**”) and other governmental authorities, and this Lease and the obligations of the parties hereto are subject to all Legal Requirements applicable to Landlord as a public utility. Although it is not expected that the Commission’s or other governmental authorities’ approval will be required for this Lease, the rights and obligations of the parties hereunder are conditioned upon the Commission’s and any other applicable governmental authorities’ approval of this Lease, under any circumstances in which such approval is required. It is further agreed and understood that this Lease may be terminated by Landlord immediately at any time in the event that Landlord is required to do so by the Commission or some other governmental authority.

B. Notices. Whenever notice is required to be given pursuant to this Lease, the same shall be either personally delivered, sent by a nationally recognized overnight delivery service, postage prepaid, or sent via United States certified mail, return receipt requested, postage prepaid, and addressed to the parties at their respective addresses as follows:

If to Landlord:

Commonwealth Edison Company
Three Lincoln Centre 4th Floor
Oakbrook Terrace, IL 60181
Attn: Real Estate Asset Management

with a copy to:

Exelon Business Services Company, LLC
Law Department
10 South Dearborn Street, 49th Floor
Chicago, Illinois 60603
Attn: Assistant General Counsel – Real Estate

If to Tenant:

Village of Tinley Park
16250 South Oak Park Avenue
Tinley Park, Illinois 60447
Attn: Colby Zemaitis, Village Engineer

or at such other addresses as any party, by written notice in the manner specified above to the other party hereto, may designate from time to time. Unless otherwise specified to the contrary in this Lease, all notices shall be deemed to have been given upon receipt (or refusal of receipt) thereof.

C. Prohibition on Recording. To the maximum extent permitted under Legal Requirements, Tenant agrees not to record this Lease. This Section will survive the termination or expiration of this Lease.

D. Waiver of Jury Trial. Landlord and Tenant, by this Section, waive trial by jury in any action, proceeding, or counterclaim brought by either of the parties to this Lease against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant’s use or occupancy of the Leased Premises, or any other claims, and any emergency statutory or any other statutory remedy.

E. Captions. The section headings appearing in this Lease are for convenience of reference only and are not intended, to any extent and for any purpose, to limit or define the text of any section or any subsection hereof.

F. Binding Effect. The covenants, conditions, and agreements contained in this Lease will bind and inure to the benefit of Landlord and Tenant and their respective heirs, distributees, executors, administrators, successors and permitted assigns. In the event that Tenant is comprised of more than one individual or entity, the obligations of such individuals or entities under this Lease shall be joint and several.

G. Entire Agreement. This Lease, the exhibits and addenda, if any, contain the entire agreement between Landlord and Tenant regarding the subject matter hereof, and fully supersede all prior written or oral agreements and understandings between the parties pertaining to such subject matter. No promises or representations, except as contained in this Lease, have been made to Tenant respecting the condition or the manner of operating the Leased Premises.

H. Further Assurances. Each party agrees that it will execute and deliver such other documents and take such other action as may be reasonably requested by the other party to effectuate the purposes and intention of this Lease.

I. No Waiver. The failure of either party to enforce at any time any provision of this Lease shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Lease or any part hereof or the right of such party thereafter to enforce each and every such provision. No waiver of any breach of this Lease shall be held to constitute a waiver of any other or subsequent breach.

J. No Third Party Beneficiaries. Landlord and Tenant agree and acknowledge that, except as expressly set forth herein, there are no intended third party beneficiaries of this Lease nor any of the rights and privileges conferred herein.

K. Governing Law. The terms and provisions of this Lease shall be governed by and construed in accordance with the laws of the State of Illinois. With respect to any suit, action or proceeding relating to this Lease (each a "**Proceeding**"), the parties hereto each irrevocably: (a) agree that any such Proceeding shall be commenced, brought, tried, litigated and consummated in the courts of the State of Illinois located in the County of Cook or (as applicable) in the United States District Court for the Northern District of Illinois, (b) submit to the exclusive jurisdiction of the courts of the State of Illinois located in the County of Cook and the United States District Court for the Northern District of Illinois, and (c) waive any objection which they may have at any time to the laying of venue of any Proceeding brought in any court, waive any claim that any Proceeding brought in any such court has been brought in an inconvenient forum, and further waive the right to object, with respect to such Proceeding, that any such court does not have jurisdiction over such party.

L. Counterparts. This Lease may be executed by the parties in counterparts. Each such counterpart shall be deemed an original and all such counterparts, taken together, shall constitute one and the same agreement.

M. Subordinate. This Lease, and all of Tenant's rights and interests hereunder, are subject and subordinate to any and all recorded and unrecorded easements, licenses, leases and permits, and all other matters (whether recorded or unrecorded) affecting the Leased Premises (or title thereto) dated prior to the date of this Lease.

N. Severability. If any term, provision or condition in this Lease shall, to any extent, be invalid or unenforceable, the remainder of this Lease (or the application of such term, provision or condition

to persons or circumstances other than in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision and condition of this Lease shall be valid and enforceable to the fullest extent permitted by law.

O. Time of the Essence. Time is of the essence of this Lease, and each and every term and provision hereof.

P. No Partnership. None of the terms or provisions of this Lease shall be deemed to create a partnership between or among the parties hereto in their respective businesses or otherwise, nor shall any of the terms or provisions of this Lease cause them to be considered joint venturers or members of any joint enterprise.

Q. Not an Employee. By signing this Lease, Tenant affirms and states that it is not an employee of Commonwealth Edison Company nor Exelon Corporation, nor any of their respective parents, subsidiaries or affiliates, nor does Tenant have any affiliated interest in any such entities.

R. No Oral Change. This Lease cannot be changed orally or by course of conduct, and no executory agreement, oral agreement or course of conduct shall be effective to waive, change, modify or discharge it in whole or in part unless the same is in writing and is signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

S. Tenant's Authority. Tenant represents and warrants that it has full right, power and authority to execute and deliver this Lease, and to perform each and all of its duties and obligations hereunder. If Landlord so requests, Tenant shall provide Landlord with reasonable written evidence of such right, power and authority.

T. Termination of Lease Based Upon Change In Law. If any Legal Requirement is enacted or modified during the Term, and such enactment or modification places any additional material burden on Landlord (as determined by Landlord) as a result of Tenant's use or occupancy of the Leased Premises for any purpose, or if the use of the Leased Premises by Tenant would violate any Legal Requirements hereinafter enacted or modified, then (without limiting any other rights or remedies of Landlord hereunder) Landlord shall have the right to terminate this lease effective as of the effective date of such Legal Requirement is so enacted or modified.

U. Negotiated. The parties acknowledge that the parties and their counsel have reviewed and revised this Lease and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Lease or any exhibits or amendments hereto.

V. Brokers. Tenant represents and warrants to Landlord that Tenant has dealt with no broker, finder or similar person or entity in connection with this Lease, or Tenant's use or occupancy of the Leased Premises. Tenant agrees to indemnify, defend (with counsel acceptable to Landlord) and hold Landlord harmless from and against any and all Claims and Losses brought against, sustained or incurred by Landlord by reason of Tenant's breach of the foregoing representation and warranty.

W. Tenant's Authority to Act. This Lease shall be executed for and on behalf of the Tenant pursuant to a resolution adopted by the County Board of Tenant, at a regular meeting held _____, 2023, and signed by the officers therein designated as signatories and attested by the clerk of Tenant.

X. Confidentiality. Tenant acknowledges and agrees that the terms and conditions of this Lease, including, without limitation, the Rent, and all other books, records, documents, files and other information, whether computerized, written or oral, pertaining to Landlord, Landlord's affiliates or the Leased Premises which was or shall be provided to Tenant from the negotiations of this Lease throughout the term of the Lease (collectively, "**Confidential Information**") is nonpublic, confidential or proprietary relating to Landlord, its business operations and the Leases Premises, and that Landlord would be irreparably damaged if Tenant's confidential knowledge of such information were disclosed to or utilized on behalf of any other person, firm, corporation or any other tenant of Landlord. Tenant agrees that any Confidential Information provided to Tenant is, and shall remain, property owned by Landlord, and Tenant shall have no right in or to such information other than to use the Confidential Information for the purposes set forth in the Lease. Tenant agrees to keep confidential and agrees to cause its respective employees, associates, agents, attorneys and advisors to keep confidential any and all of Confidential Information. **[OPTIONAL: Landlord acknowledges that Tenant is a municipal corporation, and information is permitted to be disclosed at a public meeting but only to the extent law requires such disclosure.]**

Y. Additional Requirements. Tenant shall comply the Additional Requirements listed on Exhibit E attached hereto and made a part hereof.

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IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease on the date first written above.

LANDLORD:

COMMONWEALTH EDISON COMPANY

By: _____
Name: Wanda Anderson
Its: Senior Manager of Real Estate and Facilities

TENANT:

By _____
Name: _____
Title: _____

ATTEST:

By: _____

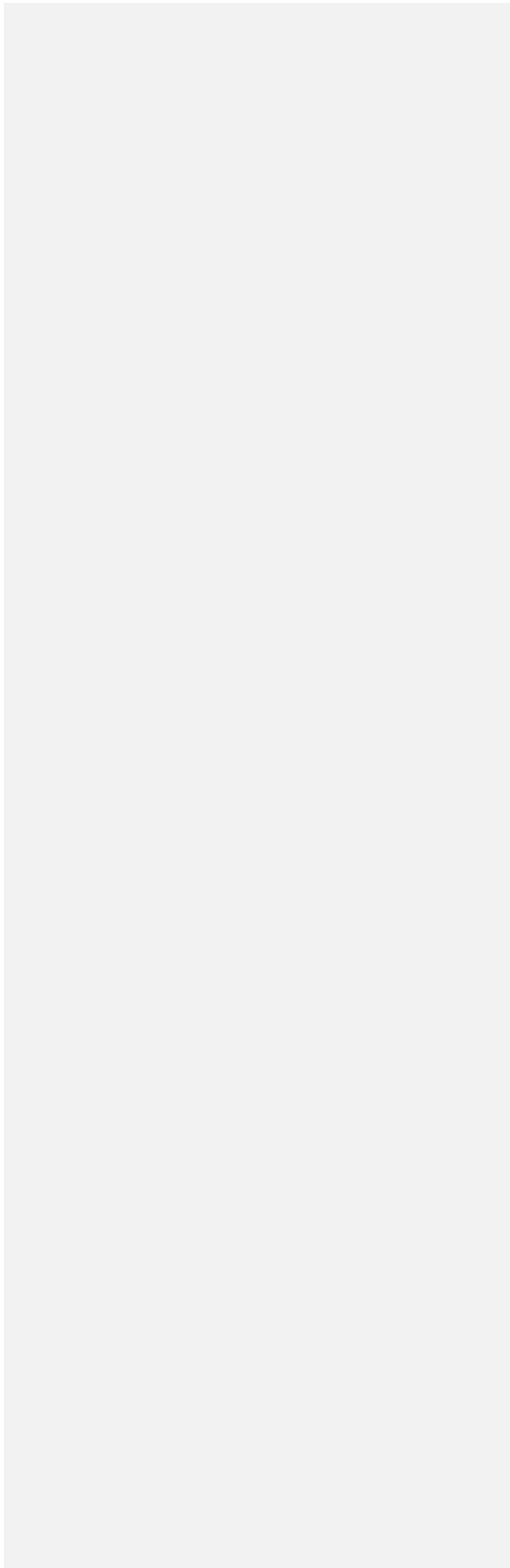
- EXHIBITS
- A Leased Premises
 - B [Reserved]
 - C-1 & C-2 Fencing and Barrier Requirements
 - D Insurance Requirements
 - E Additional Requirements



EXHIBIT B

[Base Rent Schedule][Reserved]

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C9522
PAGE 1 OF 1

REVISES SPEC. DATED 3-9-81

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C9522
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LOCKING ARRANGEMENTS

FOR TRANSMISSION RIGHT-OF-WAY GATES & TRANSMISSION LINE TERMINALS

C9522.1
SINGLE LOCK ARRANGEMENT

C9522.2
ARRANGEMENT FOR TWO OR MORE LOCKS

ITEM	DESCRIPTION	EM	S.I.	UNIT	QUANTITY	
					.1	.2
A	LOCK, PADLOCK, SHACKLE OPENING 1 1/2" IN. X 3/8 IN. PLATED STEEL	-	716027	EA.	1	1
B	STRAIGHT LINK CHAIN, HOT DIPPED GALVANIZED	(1)	786756	FT.	3	3

ENGINEERING INFORMATION

1. CHAIN ORDERING DESCRIPTION STRAIGHT LINK CHAIN, TRADE SIZE 5/0. MATERIAL DIAMETER 0.26 IN., LINK WIDTH 0.44 IN. X LINK LENGTH 1.52 IN.

TRANSMISSION RELIABILITY AND STANDARDS

COMMONWEALTH EDISON COMPANY
SYSTEM STANDARD

X T L S C O E

REVISION

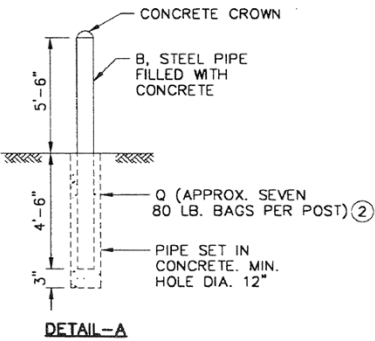
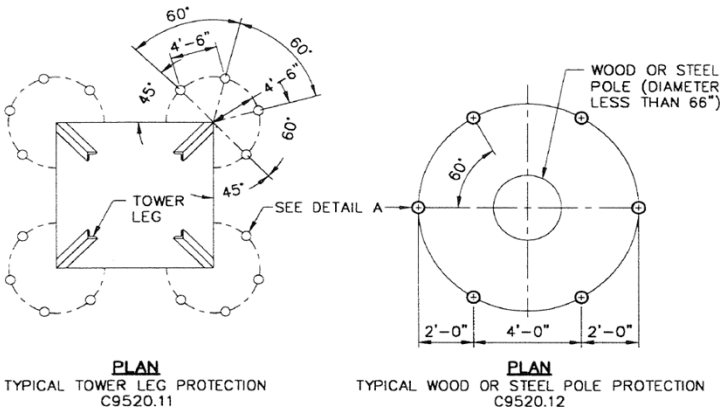
8-1-00
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CONSTRUCTION SPECIFICATION
REVISED SPECIFICATION DATED 1-15-99

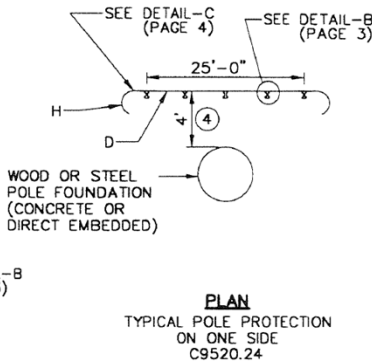
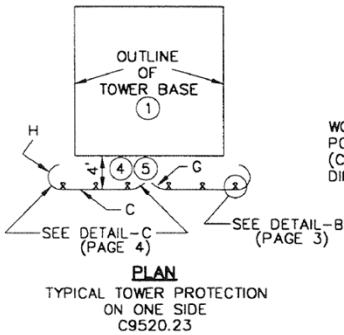
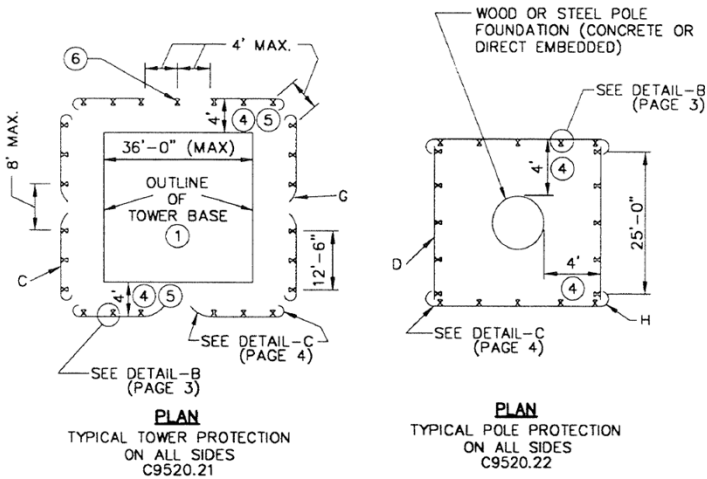
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C9520
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PROTECTIVE BARRIERS
FOR TRANSMISSION STRUCTURES (69KV AND ABOVE)

PROTECTIVE BARRIERS FOR TRANSMISSION STRUCTURES
ADJACENT TO PARKING AREAS (USING CONCRETE-FILLED STEEL PIPES)
C9520.1_



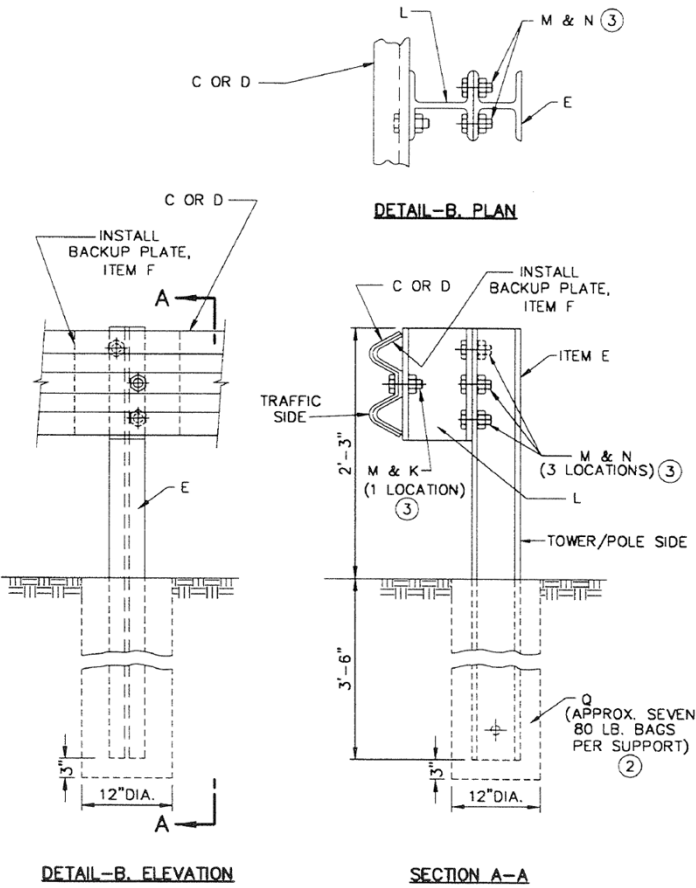
PROTECTIVE BARRIERS FOR TRANSMISSION STRUCTURES
NEAR ROADWAYS (USING HIGHWAY GUARDRAIL)
C9520.2_



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C9520
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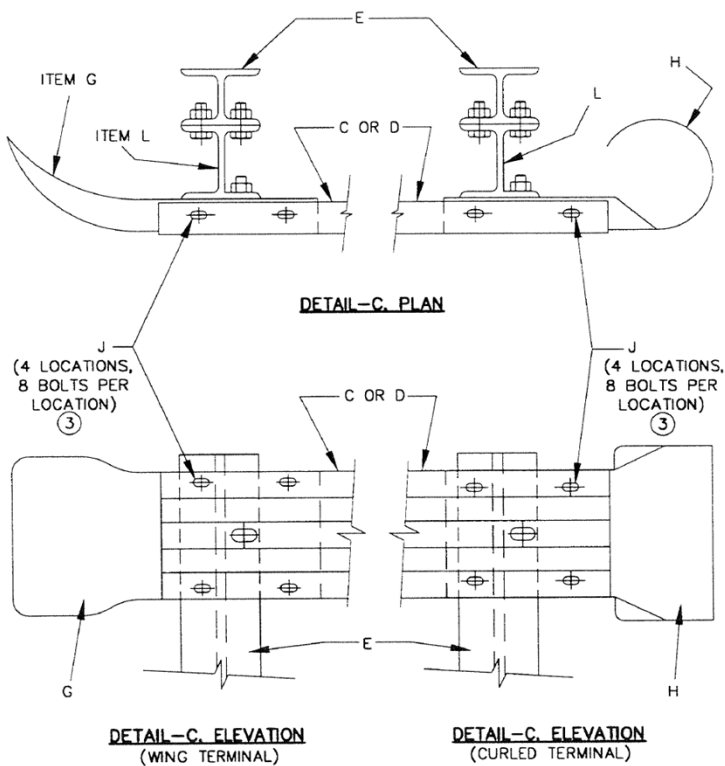
GUARDRAIL SUPPORT DETAILS, C9520.2_



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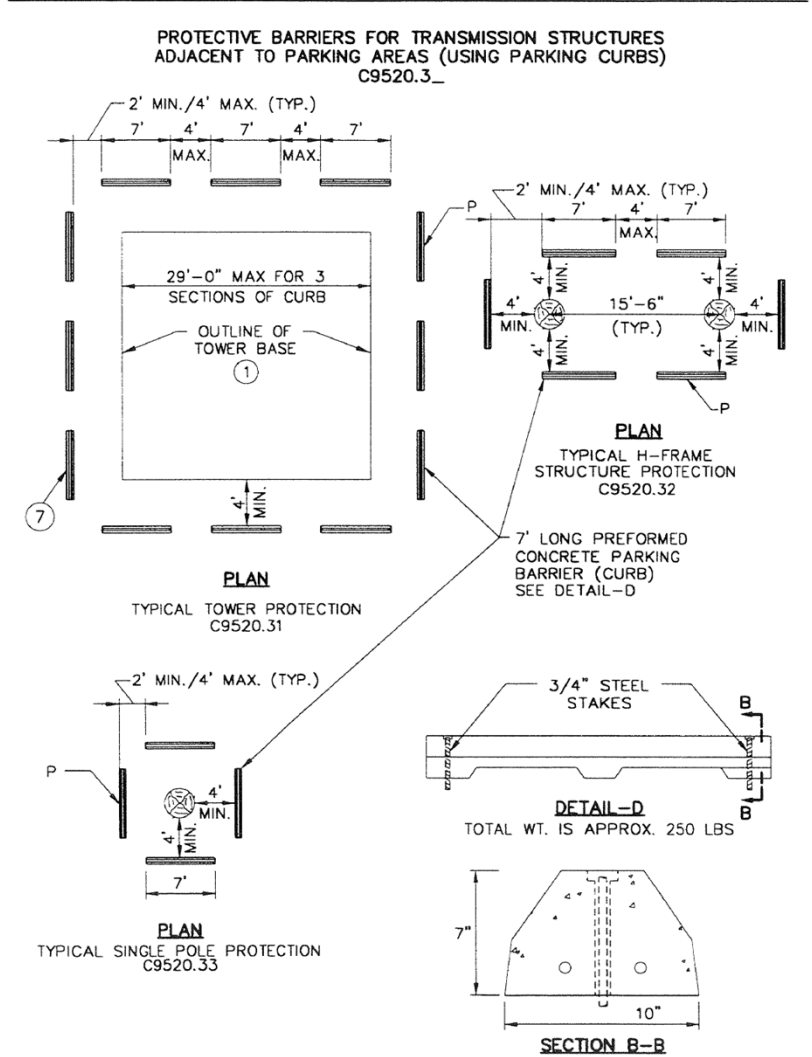
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GUARDRAIL END SUPPORT/TERMINAL SECTION DETAILS, C9520.2



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APPLICATION

- THIS STANDARD SHALL BE USED FOR INSTALLATION OF VEHICLE BARRIERS AROUND TRANSMISSION STRUCTURES AND ILLUSTRATES THE DIFFERENT TYPES OF VEHICLE BARRIERS WHICH MAY BE USED FOR TRANSMISSION STRUCTURE PROTECTION.

INFORMATION

- ① ACTUAL STRUCTURE TYPE, SHAPE & BASE DIMENSIONS MAY VARY. DETAILS WILL BE FURNISHED ON THE PROJECT DRAWINGS WHERE DIFFERENT THAN SHOWN.
- ② ITEM "O", (S.I.#701129) CAN BE REPLACED WITH 4000 PSI READY-MIX CONCRETE PER EM48003. ONE CONCRETE TRUCK WITH 7 CUBIC YARD CAPACITY IS APPROXIMATELY EQUIVALENT TO 220 BAGS OF S.I.#701129 AFTER ADDING WATER AND MIXING.
- ③ NUTS ON GUARDRAIL BARRIER SHALL BE TIGHTENED WITH A TORQUE WRENCH TO A TORQUE VALUE OF 75 FOOT-POUNDS.
- ④ SPACING OF BARRIERS FROM STRUCTURE OUTLINE AS SHOWN IS MINIMUM AND MAY BE INCREASED WHERE NECESSARY.
- ⑤ THE TOWER PROTECTIVE BARRIER SPACING SHALL BE BASED ON ACTUAL TOWER BASE DIMENSIONS. DETAILS SHOWN ARE APPLICABLE TO A TOWER WITH A MAXIMUM BASE DIMENSION OF 36'-0". ADD ONE UNIT AT EACH SIDE IF THE TOWER BASE DIMENSION EXCEEDS 36'-0".
- ⑥ WHERE THIS DIMENSION CAN BE KEPT AT 4 FEET OR LESS, WITH CORNER OPENING NO MORE THAN 4 FEET. THE INTERMEDIATE POST SHOWN HERE CAN BE ELIMINATED.
- ⑦ NUMBER OF UNITS DEPENDENT ON SIZE OF TOWER BUT SPACES BETWEEN UNITS SHALL NOT EXCEED THE 4 FEET SHOWN, NOR SHALL THE MINIMUM DISTANCE FROM TOWER BE CHANGED. ADD ONE UNIT AT EACH SIDE IF THE TOWER BASE DIMENSION EXCEEDS 25'-0".
- ⑧ THE LOCATIONS OF THE PROTECTIVE BARRIERS WILL BE STAKED BY THE OWNER UNLESS OTHERWISE INDICATED ON THE PROJECT DRAWINGS.
- ⑨ CARE SHALL BE TAKEN TO AVOID DISTURBANCE OF ALL AREAS OUTSIDE OF THE IMMEDIATE WORK AREA. ANY DAMAGE TO PROPERTY SHALL BE IMMEDIATELY REPAIRED. ALL ADJACENT PROPERTY SHALL BE RESTORED TO ITS ORIGINAL CONDITION IMMEDIATELY AFTER THE INSTALLATION OF THE VEHICLE BARRIERS.

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ITEM	DESCRIPTION	EM	SI	UNIT	QUANTITY											
					.11	.12	.21	.22	.23	.24	.31	.32	.33			
A																
B	CONDUIT, RIGID, STEEL, 5 IN. IPS, GALV., 10FT. LONG.		376232	EA	16	6										
C	GUARD RAIL BEAM TYPE, 13'-6 1/2" LONG, 10 GAGE STEEL, HOT DIP GALVANIZED (AASHTO M-180).	10220 ITEM 1	386003	EA			8		2							
D	GUARD RAIL BEAM TYPE, 26'-1 1/2" LONG, 10 GAGE STEEL, HOT DIP GALVANIZED (AASHTO M-180).	10220 ITEM 2	386004	EA				4		1						
E	1 BEAM POST SUPPORT, 4" X 6" X 5'-9" LONG, 9 LBS./FT., A36 CARBON STEEL, HOT DIPPED GALVANIZED W6 X 9.	10220 ITEM 3	386005	EA			25	20	6	5						
F	BACKUP PLATE 12 1/4" X 12 1/2" LONG, 10 GAGE STEEL, HOT DIP GALVANIZED.	10220 ITEM 4	386006	EA			8	12	2	3						
G	WING, TERMINAL SECTION, 10 GAGE STEEL, HOT DIP GALVANIZED (AASHTO M-180)	10220 ITEM 5	386007	EA			8		2							
H	CURLED, TERMINAL SECTION, 10 GAGE STEEL, HOT DIP GALVANIZED (AASHTO M-180)	10220 ITEM 6	386008	EA			8	4	2	2						
J	BOLT, CARRIAGE 5/8" DIA. X 1 1/4" LONG, A307 BOLT WITH NUT WASHER, HOT DIPPED GALVANIZED	10220 ITEM 7	386009	EA			128	32	32	16						
K	WASHER 3" X 1 3/4" X 3/16" THICK (8 GAGE WASHER) A36 STEEL HOT DIPPED GALV.	10220 ITEM 8	386011	EA			24	20	6	5						
L	1 BEAM BOLTS W 8 X 10 X 1'-1" LONG, A36 CARBON STEEL, HOT DIPPED GALV., 10# PER FT.	10220 ITEM 9	386010	EA			24	20	6	5						
M	MACHINE BOLTS 5/8" DIA. X 2" LONG A307 BOLT HOT DIPPED GALVANIZED WITH NUT A563	10257	621602	EA			96	80	24	20						
N	5/8" DIA. FLAT WASHER (HOT DIPPED GALVANIZED)	10220 ITEM 11	532666	EA			168	140	42	35						
P	CURB, PARKING, 7 FT. LONG X 7 IN. HIGH X 10 IN. WIDE, W/TWO 3/4" X 18" STEEL STAKES		247982	EA							12	6	4			
Q	MIXTURE, CONCRETE 80 LB. (2)		701129	BC	112	42	175	140	42	35						

EXHIBIT D**Insurance Requirements**
(current 2/13/2018)

A. Tenant agrees to require its contractors, before commencing any work on the Leased Premises to purchase and maintain, or at the option of Tenant to itself purchase and maintain, at the cost of Tenant or its contractors, a policy or policies of insurance issued by insurance companies authorized to do business in the State of Illinois, having ratings of A-/VII or better in the Best's Key Rating Insurance Guide (latest edition in effect at the latest date stated in the Certificates of Insurance) and in a form satisfactory to Landlord as follows:

COVERAGE #1

Workers' Compensation Insurance with statutory limits, as required by the state in which the work is to be performed, –and Employers' Liability Insurance with limits not less than One Million dollars (\$1,000,000.00) each accident/occurrence

COVERAGE #2

Commercial General Liability (CGL) Policy or Policies (with coverage consistent with ISO CG 0001 (12 04)) covering all contractors, subcontractors and all their subcontractors with limits not less than Four Million dollars (\$4,000,000.00) per occurrence covering liability for bodily injury and property damage arising from premises, operations, independent contractors, personal injury/advertising injury, blanket contractual liability and products/completed operations for not less than three (3) years from the date the work is accepted. (CGL insurance includes, but is not limited to coverage for claims against Landlord for injuries to employees of Tenant and its contractors or any subcontractors) Landlord shall be added as an Additional Insured providing coverage consistent with ISO Form CG 20 26 11 85 or the combination of ISO Form CG 20 10 10 01 and CG 20 37 10 01.

COVERAGE #3

Automobile Liability in an amount of not less than one million dollars (\$1,000,000) per accident for bodily injury and property damage, covering all owned, leased, rented or non-owned vehicles, which shall include automobile contractual liability coverage.

Policies covering contractors may substitute lower limits for any of the policies listed above, provided that Contractors maintains an umbrella or excess liability policy or policies which provide a total minimum limit of four million dollars (\$4,000,000) per occurrence for general liability and one million dollars (\$1,000,000) for automobile liability, and that all other requirements of this insurance clause are satisfied by such umbrella or excess policy or policies.

If any work on the Leased Premises involves or includes Contractor handling, transporting, disposing, performing work or operations with hazardous substances, contaminants, waste, toxic materials, or any potential pollutants, Tenant and/or contractors shall purchase and maintain pollution legal liability applicable to bodily injury; property damage, including loss of use of damaged property or of property that has not been physically injured or destroyed; cleanup costs; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims; all in connection with any loss arising from the Leased Premises. Coverage shall be maintained in an amount of at least five million dollars (\$5,000,000) per loss and aggregate. Coverage shall apply to sudden and non-sudden pollution conditions resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, waste materials, or other irritants, contaminants, or pollutants. Landlord shall be included as an additional insured and the policy shall be primary with respect to Landlord as the additional insured.

Commented [A1]: Isn't this section a repeat of the insurance requirements above??-CLK INS

There shall be furnished to Landlord, prior to commencing the work above described a certificate of insurance showing the issuance of insurance policies pursuant to the requirements contained in Coverages #1, #2, and #3 of this paragraph. Insurance coverage as required herein shall be kept in force until all work has been completed. All policies shall contain a provision that coverages afforded under the policies will not be canceled or material change until at least thirty (30) days prior written notice (ten (10) days in the case of nonpayment of premium) has been given to Landlord.

Insurance coverage provided by Tenant and its contractors shall not include any of the following: any claims made insurance policies; any self-insured retention or deductible amount greater than two hundred fifty thousand dollars (\$250,000) unless approved in writing by Landlord; any endorsement limiting coverage available to Landlord which is otherwise required by this Article; and any policy or endorsement language that (i) negates coverage to Landlord for Landlord's own negligence, (ii) limits the duty to defend Landlord under the policy, (iii) provides coverage to Landlord only if Tenant or its contractors are negligent, (iv) permits recovery of defense costs from any additional insured, or (v) limits the scope of coverage for liability assumed under a contract.

Commented [A2]: Isn't this section a repeat of the part directly above??-CLK INS

To the extent permitted by applicable Laws, all above-mentioned insurance policies shall provide the following:

- (1) Be primary and non-contributory to any other insurance carried by Landlord
- (2) Contain cross-liability coverage as provided under standard ISO Forms' separation of insureds clause; and
- (3) Provide for a waiver of all rights of subrogation which Tenant's, or its Contractors' insurance carrier might exercise against Landlord; and
- (4) Any Excess or Umbrella liability coverage will not require contribution before it will apply

Landlord hereby reserves the right to amend, correct and change from time-to-time the limits, coverages and forms of policies as may be required from Tenant and/or its contractors.

WAIVER OF SUBROGATION

Tenant and its contractors shall waive all rights of subrogation against Landlord under those policies procured in accordance with this Lease.

EXHIBIT E**Additional Requirements**

Tenant shall adhere to the following requirements:

1. Tenant shall maintain the Leased Premises and Additional Area to be Maintained (which includes the open grass way area) of the Landlord right of way property.
2. The metallic goal structures are not to be permanent fixtures and must be removed after each use. It is suggested the metallic structures be grounded to guard against induced voltages.
3. No part of the field or goal structures shall be located within ten (10) feet of any Landlord equipment or facilities.
4. Care must be used when mowing the fields such that no Landlord structures are touched.
5. If lighting and landscaping is required, plans and details must be provided to ComEd for review to ensure safety clearances are not violated.
6. Tenant's facilities on Landlord's property should be designed for HS20 axle loading per AASHTO highway specifications in order to withstand Landlord's construction traffic.
7. Tenant must not excavate and /or store material or construction equipment within 10 feet of the existing metallic and/or wood structures installed on Landlord property. Tenant shall contact the Overhead Transmission Engineering department with any questions concerning this request.
8. Tenant must use care when working on Landlord property to avoid damage to existing facilities and equipment. The owners of the various pipelines and /or owners of underground facilities shall be contacted by the Tenant to provide any restrictions such as grade cover and/ or specific protection and/or restrictions during any penetration and/or disturbing of the Landlord property and surface.
9. There are existing buried hand holes for the LLR fiber in the area. If these hand holes were paved over during the installation of the bike path it poses a maintenance concern. Slack coils exist in the hand holes for emergency restoration purposes. The cable route should be located to verify the newly installed bike path is not over the cable or hand holes. If it is over the hand holes access to those hand holes needs to be addressed by either rerouting the path or other means. This applies to plan se 05-655 and 06-689.
10. Staging and stockpiling of material during construction must not exceed ten (10) feet in elevation above grade. Construction equipment shall not be placed on the upper-most sections of the stockpiles.
11. Tenant must remove all scrub brush, limbs and/or tree trunks from the Leased Premises. Burning of vegetation, scrub brush, limbs and/or tree trunks is not permitted.
12. Tenant must not plant trees within fifteen (15) feet of existing overhead transmission facilities, distribution structures or other Landlord's Facilities.
13. Tenant shall only plant vegetation and /or trees that will not exceed ten (10) feet in elevation at maturity.
14. Landlord reserves the right to trim vegetation and /or trees and remove any vegetation or trees to (i) assure National Electrical Safety Code (NESC) electrical clearances are met (ii) perform maintenance and/or repairs to Landlord's Facilities.
15. The path shall not meander, but it may curve around existing structures and shall maintain fifteen (15) foot spacing from all existing transmission structures.
16. At all path access points, Tenant must post highly visible signs indicating that motorized vehicular use of the path is prohibited. Further, Tenant shall take responsibility to ensure that motorized vehicular use does not occur.
17. The path surface for Tenant's project cannot use aggregate concrete or curbs. A crushed limestone or asphalt surface is acceptable.
18. Tenant's proposed grade change cannot exceed eight (8) inches within the Landlord's property and must ensure that the existing drainage and storm water will not pool on the Leased Premises or adjacent properties.

19. Any damage to Landlord's property caused by Tenant shall be repaired at Tenant's expense.
20. Tenant shall not place obstructions on the Leased Premises that may restrict Landlord's ability to access, operate and maintain existing and future transmission and distribution facilities. Tenant shall not leave trenches open overnight.
21. Due to the presence of Landlord's electrical wires located on the Leased Premises, no vehicles, equipment or anything else having a height more than fourteen (14) feet from grade level including, but not limited to any equipment attached to vehicles or equipment such as antennas, shall be placed, driven, moved or transported thereon. Tenant shall not permit any activity which could result in a wire to ground electrical contact or damage to Landlord's Facilities. Such activities include, but are not limited to flying kites, model airplanes, driving minibikes, go carts and snowmobiles.
22. Tenant shall not leave construction equipment and materials on Leased Premises when there is no work activity actually in progress, including overnight.
23. When working in the vicinity of Landlord's electric distribution/transmission lines during installation, operation, maintenance or otherwise, Tenant shall comply with OSHA requirements of a minimum twenty (20) feet working clearance distance to be maintained between the booms, arms or other parts that can be raised on the equipment of Tenant or Tenant's contractor and Landlord's existing 138,000 and 345,000 volt electric transmission conductors. Under no circumstances shall truck beds be raised underneath Landlord's distribution and /or transmissions lines. This paragraph shall be added to any construction drawings.
24. Tenant acknowledges that the Landlord does use heavy equipment and that Landlord will not be responsible for any damage to the Tenant's facilities that may occur due to the Landlord's right to access Landlord's property to operate and maintain new and existing transmission and distribution facilities.
25. Upon completion of Tenant's project, Tenant must remove any equipment, construction debris and material from Landlord's property and restore any other disturbed areas of the Landlord's property to their pre-construction condition.
26. All applicable environmental permits must be obtained by Tenant at Tenant's sole cost, including, if required, Wetlands and National Pollutant Discharge Elimination System (NPDES) stormwater permits as required under the Clean Water Act as well as any other applicable environmental permits.
27. Tenant shall comply with requirements of all permits, which may include site monitoring, reporting and restoration extending well beyond the construction time period.
28. Tenant shall comply with all applicable regulations including implementation of a Stormwater Pollution Prevention Plan (SWPPP) and a Soil Erosion and Sediment Control Plan (SESC) to minimize sediment pollution in stormwater runoff as well as any other required practices.
29. If the project requires excavation of soil on the Leased Premises, such work shall be performed at Tenant's cost with a contractor selected by Landlord.
30. If the project requires additional soil, only clean fill shall be used.
31. No hazardous materials may be stored on Landlord's property including in any vehicle.
32. Pervious materials shall be used in the construction of any paths on the Leased Premises.
33. A high level summary of the project plans shall be provided by Tenant to Landlord for Landlord's review and approval prior to any construction, including the following:
 - A letter that summarizes the results of Tenant's analysis of what types of environmental permits, plans, and controls are required (e.g., wetlands, SWPPP, SESC, threatened and endangered species impacts, etc.)
 - A copy of any required environmental permits
 - A copy of any environmental reports required by the permits
34. Tenant shall, at its expense, pay for all costs associated with any of the above items (consulting, permitting, cleanup, audit, etc.).

1. Engineering review was completed using plans titled "FAU ROUTE ---- (84TH AVENUE AND 179TH STREET) BIKE PATH EXTENSION" most recently dated 04/25/2023. If the final design will deviate from the above plans, revised plans must be sent to ComEd Engineering for review and comments.
 2. Approval is for a proposed ten (10) foot wide multi-use path route as identified on the abovementioned plans.
 3. Plans included the installation of signage which appears appropriate. It should be noted that no plans were provided for the installation of benches, fences, gates, lighting, or vegetation. Therefore, no approval is given for the installation of any benches, fencing, gates, lighting or vegetation, or other installations not included in the plans. ComEd Engineering must be contacted for written approval of said appurtenances.
 4. A ComEd T&S individual will be provided as a single point of contact during the duration of the construction period. Please contact Tina Kowalczyk 1+224-244-1826 a minimum of 48 hours prior to the start and upon completion of the project.
 5. The Petitioner must contact JULIE prior to any excavation.
 6. At all bike path R/W access points, the Petitioner must post highly visible signs within their lease indicating that motorized vehicular use of the path is prohibited. Further, the Petitioner must take responsibility to ensure that unauthorized motor vehicular use does not occur.
- Page 2 of 3
7. The bike path surface for the Petitioner's project cannot use aggregate concrete or curbs except where required for ADA compliance. A crushed limestone or asphalt surface is acceptable.
 8. Subsurface utility installations and excavations shall be a minimum of fifteen (15) feet away from any transmission structure. The proposed plans appear to accommodate this.
 9. No material or equipment should enter into the above mentioned fifteen (15) foot buffer area around each structure.
 10. The Petitioner's proposed grade as indicated on the provided plans appear appropriate, any material deviations from the plan must be approved by ComEd engineering.
 11. The Petitioner must ensure that the existing drainage is not affected and water does not pool on ComEd ROW or adjacent properties.
 12. The petitioner and/or its contractor are advised that if heavy snow, rains and/or a large amount of water enters the excavation site and/or pooling occurs within the excavation site, the petitioner and/or its contractor must immediately backfill the excavation area and the Overhead Transmission engineering department must be contacted for further instructions.
 13. The petitioner and/or its contractor must place barriers if the excavated area must remain open overnight.
 14. Any damage to ComEd's facilities caused by the Petitioner will be repaired at the Petitioner's expense.
 15. The Petitioner cannot place obstructions on ComEd ROW that will restrict our ability to access, operate and maintain existing and future transmission and distribution facilities.
 16. The Petitioner's equipment cannot exceed fourteen (14) feet in height on the right-of-way during travel.
 17. The Petitioner cannot leave construction equipment and materials on ComEd ROW when there is no work activity.
 18. The petitioner's facilities on ComEd ROW should be designed for HS20 axle loading per AASHTO highway specifications in order to withstand ComEd construction traffic.
 19. When working in the vicinity of ComEd's electric transmission lines during the installation, OSHA requires a minimum of twenty (20) feet working clearance distance must be maintained between the equipment for the Petitioner's contractor and ComEd's existing 345,000 volt electric transmission conductors. **Under no circumstances should truck beds be raised under the Transmission Lines. This note should be added to any construction**

drawings.

20. If the Petitioner determines a line outage will be required to safely work within the vicinity of the existing Overhead Transmission facilities a minimum of a 16-week prior notifications will be required. The outage dates cannot be guaranteed due to system concerns and/or weather conditions. However, every effort will be made to accommodate the contractors need date. Outages on the overhead transmission facilities will not be permitted between the months of May 15 and September 15.

21. The Petitioner must be made aware that ComEd does use heavy equipment and cannot be responsible for any damage to the Petitioner's facilities that may occur due to the Company's right to access our ROW to operate and maintain new and existing transmission and distribution facilities.

22. Upon completion of Petitioner's project, the Petitioner must remove any equipment, construction debris and material from the right-of-way and restore any other disturbed areas of the right-of-way to their pre-construction condition.

Environmental

1. The property may only be used for the stated purposes of the paved asphalt bike path as submitted in the plans dated April 25, 2023. **Any revision to the plans must be submitted to ESD for review and approval. Grantee must submit a formal request to ComEd Real Estate and obtain written approval from ESD for any other proposed uses of ComEd property.**

2. Grantee will be held responsible for future maintenance of the bike path improvements. This includes keeping the ROW free of garbage, debris, and any third-party dumping. If third-party dumping occurs on or around the easement area, Grantee must notify ComEd immediately or be held responsible for cleanup of any illegally dumped materials.

3. Grantee shall provide a kmz file of the newly installed improvements on ComEd-owned property.

4. Without prior authorization from ESD, Grantee is not permitted to develop the unpaved areas or change the grade of the subject property in any ways other than what was submitted in this request. This includes activities of adding gravel to ComEd property.

5. No hazardous materials, including petroleum products, may be stored, used, or transferred on ComEd property. No fueling of lawn mowers or similar maintenance equipment is allowed on ComEd property.

6. In the event of a leak/spill on ComEd property, Grantee must notify ComEd within 24 hours and provide a written report within 5 business days.

7. Grantee is responsible for the maintenance of any onsite stormwater management system at the subject property and will be held responsible for any adverse drainage issues that arise for the duration of the easement. Inlet filters must be placed on all storm sewer manholes on ComEd property and must be properly maintained.

Construction Project Requirements

8. ComEd anticipates that any leaks, spills, overflow, or similar resulting from the project will be addressed by Grantee at their expense.

9. All construction equipment must be free of leaks and any leaks of oils or chemicals that occur must be cleaned up and reported to the appropriate agencies as needed.

10. Daily equipment inspections must be conducted to verify proper working condition before equipment use on ComEd property. Written records of equipment inspections must be available to ESD upon request.

11. No demolition or equipment staging is permitted on ComEd-owned property during construction activities.

12. Concrete washout activities are not permitted on ComEd property.

13. Vehicle and equipment fueling is not permitted on ComEd property.

14. A spill kit of appropriate size must be present and accessible at all times during construction activities on ComEd property.

15. In the event that drain tiles are damaged, Grantee shall repair or replace, as appropriate, the damaged drain tiles and accept responsibility for any adverse drainage issues and related damages that may arise.

16. ESD must provide written authorization for the discharge from excavation dewatering activities on ComEd property. If approved, dewatering activities must be conducted in accordance with the Illinois Urban Manual guidelines.

Excavation, Spoils and Materials

17. If the project requires removal of soil or waste from ComEd property, this must be managed by a ComEd Environmental Contractor of Choice (ECOC) and taken to a ComEd approved disposal facility. Clean Construction Demolition Debris (CCDD) disposal is not permitted.

18. Hydrovac spoils are not permitted to be reused on ComEd property and must be disposed in accordance with the above requirement.

19. Grading of excess soil is not permitted on ComEd property.

20. If the project requires additional soil and gravel, only certified "clean" fill shall be used. The source of the clean fill must be approved by ESD. For approval, the following conditions must be met. a) A certificate of virgin material must be obtained from the source of any aggregate material.

b) Soils must be certified clean by the source and/or analyzed every 500 cubic yards for total concentrations of the comprehensive suite of parameters listed in Title 35 Illinois Administrative Code (35 IAC) Part 740, Site Remediation Program (SRP) Appendix A, Target Compound List (TCL), and verified to meet the Illinois Environmental Protection Agency's (IEPA's) Clean Construction or Demolition Debris Fill Operations and Uncontaminated Soil Fill Operations standards (35 IAC Part 1100), Maximum Allowable Concentrations (MACs).

21. All soil must be managed in accordance with the Illinois Urban Manual guidelines.

22. Stratification of soil horizons is required for all excavation and backfilling activities.

23. No construction debris, soil, fill material, or spoils may be stored on ComEd property post-construction activities.

24. Environmental sampling is not permitted on ComEd property without written approval and guidance by ESD.

Wetlands Requirements (For ALL Identified and Potential Wetlands)

25. Based on a review of ESD resources and information submitted by the Grantee, wetlands are present within the proposed easement area and to the south of the easement area. Grantee must provide ESD with a Wetland Delineation Report and a kmz file of any wetlands delineated on ComEd property.

26. Where wetlands are identified on ComEd property, ESD requires that environmental oversight of the project and inspections are conducted, at the Grantee's expense, by a contractor that is approved by ESD after review of qualifications. Written records of environmental inspections must be available to ESD upon request.

27. Discharging from excavation dewatering activities on ComEd property is not permitted within 100 feet of a wetland or waterway.

28. ESD recommends the use of timber or composite matting over wetland areas that will be crossed during construction and maintenance activities.

29. Mowing activities are not permitted within wetlands.

30. Grantee must follow all federal, state, and local wetlands requirements, including United States Army Corps of Engineers and Cook County regulations and guidelines, as applicable.

Environmental Regulations and Permits

31. All applicable regulations must be followed, including implementation of a Stormwater Pollution Prevention Plan (SWPPP) and a Soil Erosion and Sediment Control (SESC) Plan to minimize sediment pollution in stormwater runoff, as well as any other required practices. If the plans change, a revision must be sent to ESD.
32. All applicable environmental permits must be obtained, including Wetlands and National Pollutant Discharge Elimination System (NPDES) stormwater permits as required under the Clean Water Act, as well as any other applicable environmental permits.
33. Grantee must submit copies of all required environmental permits to ESD prior to project start, including a Metropolitan Water Reclamation District of Greater Chicago (MWRD) Watershed Management Permit (WMP), USACE Section 404 permit/approval (Regional Permit No. 2), a Will-South Cook Soil and Water Conservation District (SWCD) approval, and other biological and cultural clearances. **MWRD WMP No. 17-389 was previously obtained for the project but has since expired, and the Grantee is in the process of obtaining a new WMP. The MWRD WMP shall be provided to ComEd ESD upon receipt.**
34. Grantee must follow all applicable environmental laws and regulations including those not specifically mentioned herein.
35. Requirements of all permits must be followed which could include site monitoring, reporting, and restoration extending well beyond the construction time period.

Condition of Property

36. Grantee must provide documentation of current property conditions before the project is started (e.g. Phase I, topographic maps, surveys, photographs).
37. Any damage caused by the Grantee will be repaired at the Grantee's expense.
38. Grantee must provide full restoration of ComEd property when the project is complete, including seeding as necessary.
39. **Grantee must provide documentation (including photographs) of the property after project completion, including an As-Built survey.**

Should ComEd request the following materials in the future, Grantee must be prepared to provide the following information to ComEd (please reference Project Code SR 5286480 in any communications with ComEd):

40. A letter that summarizes the results of their analysis of what types of environmental permits, plans, and controls are required (e.g., wetlands, SWPPP, SESC, endangered species impacts, etc.).
41. A copy of the environmental permit applications for the project.
42. A copy of any environmental reports required by the permits.
43. Copies of certificates of clean fill.
44. Inspection records.

**Interoffice****Memo**

Date: October 10, 2023

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

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

Subject: Kimberly Heights Drainage Improvements - Phases III & IV Professional Engineering Services Agreement

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

Description: Robinson Engineering Ltd. (REL) has prepared the Master Drainage Improvement Plan for the Kimberly Heights Subdivision. The Phase I and II plans have been designed and bid with construction expected to begin in the Spring of 2024. The next step of this project is to prepare engineering plans and specifications, as well as bidding documents for the construction of Phase III and IV for a letting next Spring or Summer.

Phase III and IV of construction has been discussed with staff and agreed to be located along the west section of the subdivision and the southeast section which improves all of the drainage issues in Kimberly Heights. This will be located on Ridgeland Avenue from Kimberly Drive to just north of 167th Street and Gaynelle from Ridgeland Avenue to just west of Beverly Avenue, Gaynelle Road from Beverly Avenue to 167th Street and Fulton Terrace from 166th Street to 167th Street.

The estimated construction cost is approximately \$787,000.

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

Staff Direction Request:

1. Approve the Professional Engineering Services Agreement between the Village and Robinson Engineering Ltd. for the Phase III and IV Drainage Improvement Design for Kimberly Heights in the amount of \$92,000.
2. Direct Staff as necessary.

Attachments:

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

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION NO. 2023-R-130

**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY
PARK AND ROBINSON ENGINEERING, LTD. FOR KIMBERLY HEIGHTS DRAINAGE
IMPROVEMENTS - PHASES III AND IV PROFESSIONAL ENGINEERING SERVICES**

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

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

RESOLUTION NO. 2023-R-130**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND ROBINSON ENGINEERING, LTD. FOR KIMBERLY HEIGHTS DRAINAGE IMPROVEMENTS – PHASES III AND IV PROFESSIONAL ENGINEERING SERVICES**

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 17th day of October, 2023, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 17th day of October, 2023, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

PROPOSAL FOR PROFESSIONAL ENGINEERING SERVICES: KIMBERLY HEIGHTS DRAINAGE IMPROVEMENTS - PHASES III & IV

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-130, “**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND ROBINSON ENGINEERING, LTD. FOR KIMBERLY HEIGHTS DRAINAGE IMPROVEMENTS - PHASES III AND IV PROFESSIONAL ENGINEERING SERVICES,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on October 17th, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 17th day of October, 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 Payment Terms in the Proposal for Professional Engineering Services attached hereto as Exhibit A and the Fee Schedule attached hereto as Exhibit B.

III. INDEMNIFICATION AND HOLD HARMLESS

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

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

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

IV. INSURANCE

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

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

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

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

V. WARRANTY

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

VI. NOTICE

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

Robinson Engineering Ltd.

17000 South Park Avenue

South Holland, IL 60473

OR TO:

Village of Tinley Park

Village Manager

16250 South Oak Park Avenue

Tinley Park IL. 60477

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

VII. INTERPRETATION

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

VIII. WAIVER

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

IX. SEVERABILITY

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

X. ENTIRE UNDERSTANDING

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

XI. TERMINATION

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

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

VILLAGE OF TINLEY PARK

By: _____
Village President

DATE: _____

ROBINSON ENGINEERING LTD.

By: Yay Calombaris

Its: Director of Operations

DATE: 9/11/23

CERTIFICATIONS BY CONSULTANT**Eligibility to Contract**

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

Van Calombaris

Name of Consultant (please print)

Yay Calombaris

Submitted by (signature)

Director of Operations

Title

Certificate of Compliance with Illinois Human Rights Act

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

Van Calombaris

Name of Consultant (please print)

Yay Calombaris

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

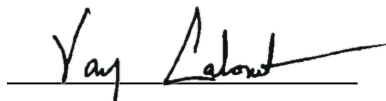
Title

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 for Kimberly Heights Drainage Improvements – Phases III & IV, dated 9/8/23.



9/8/23

Project 21-R0545.03

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**
Kimberly Heights Drainage Improvements – Phases III & IV

Dear Mr. Urbanski:

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

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

1. PROJECT OVERVIEW

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

As part of the implementation of this study, the Village has previously authorized REL to prepare construction plans and bidding documents for Phases I & II of the improvements as outlined by Village Staff and which are currently in the initiation of construction. Phases III & IV of these improvements will include portions of Ridgeland Ave. from south of James St. to 167th St. and Gaynelle Rd. from Beverly Ave. to 167th St.

2. SCOPE OF SERVICES

A. Topographic Survey

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

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

B. Preparation of Engineering Plans and Specifications

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

- Coordination with Village staff
- General project administration
- Preparation of existing and proposed site plans
- Preparation of construction details
- Preparation of specifications
- Submittal to Cook County for Highway Permit
- 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
- Construction Observation as directed by the Village

3. PAYMENT TERMS

REL proposes to perform the design phase of the project (Items A. through C.) for a lump sum fee of \$92,000. This fee is based on our understanding of the project and experience with similar projects.

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

4. STANDARD TERMS AND CONDITIONS

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

Again, we thank you for the opportunity to submit this proposal for your consideration. Please feel free to call me at (815) 412-2014 or email me at 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: _____

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

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

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

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

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

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

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

SUSPENSION & TERMINATION – Client may suspend the Project upon seven (7) days written notice to REL. If REL's services are substantially delayed through no fault of REL, REL may suspend services after giving seven (7) days written notice to Client. Either party may terminate this agreement upon thirty (30) days written notice to the other party in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. If the project resumes after being suspended 30 days or more, the contract fee may be re-negotiated to reflect costs of delay, start-up, and other costs.

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

OPINION OF PROBABLE COSTS – REL's opinions of probable Construction Cost (if any) are to be made on the basis of REL's experience, qualifications, and general familiarity with the construction industry. However, because REL has no control over the cost of labor, materials, equipment, or services furnished by

others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, REL cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by REL. If Client requires greater assurance as to probable Construction Cost, then Client agrees to obtain an independent cost estimate.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Client's Initial: _____ Date: _____

EXHIBIT B

Fee Schedule

**Attached to Proposal Engineering
Services Agreement**

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

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

EXHIBIT C

Required Insurance

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

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

EXHIBIT D

Insurance Certificate

12/22/2022

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 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	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Hanover Insurance Company	
		INSURER B: Harleysville Preferred Insurance Company	
		INSURER C: Harleysville Worcester Insurance Company	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1724481703

REVISION NUMBER:

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


INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EDP (Blanket) GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	Y	MPA0000004887BU	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EDP \$ 1,035,000
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	BA0000004885BU	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			CMB0000004888BU	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y	WC0000004886BU	1/1/2023	1/1/2024	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional/Pollution Liability			MPA0000004887BU	1/1/2023	1/1/2024	Occ / Agg Limit 2,000,000
A	Cyber Liability			LHC-H475039-01	1/1/2023	1/1/2024	Limit 1,000,000
B	Drone Liability			MPA0000004887BU	1/1/2023	1/1/2024	Limit 1,000,000

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

Additional insured on a primary and non-contributory basis with respect to the general liability and auto liability coverage only when required by written contract. Waivers of subrogation applies to the general liability, auto liability, and workers compensation in favor of the stated additional insureds only when required by written contract. Umbrella follows form.
 Additionally Insured: Village of Tinley Park and its officers, officials, Village President and Board of Trustees, agents, employees, volunteers, representatives, assigns, successors, and attorneys.

CERTIFICATE HOLDER

CANCELLATION

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



Interoffice Memo

Date: October 10, 2023

To: Village Board

From: Pat Carr, Village Manager
Hannah Lipman, Asst. Village Manager

Subject: Staffing Agreement

We are seeking to continue our agreement with Brad Bettenhausen from Bettenhausen and Associates, LLC. as a financial and administrative consultant, so he can continue to work towards the transfer of key institutional knowledge and aid on high level financial matters. Brad has over 37 years of institutional knowledge and finance experience with the Village of Tinley Park.

We continue to see progress in a variety of areas. With this contract renewal, the main area of focus will be on higher level matters and training with the Assistant Finance Directors, including the following areas:

1. Monitoring spend-out of proceeds (2021 Bond Series) to meet the “safe-harbor” rules to avoid the necessity of arbitrage calculations.
2. Assist Finance staff in the annual audit, reporting, and related filings.
3. TIF analysis and assistance.
4. Assist in the process of assembling, preparing and monitoring the annual budget.
5. Assist in revenue, sales tax, and incentive tracking
6. Assist with bulk water service agreements updates.
7. Participation in meetings and discussions relevant to Village financial matters.
8. Provide any additional work as directed by the Village Manager and authorized separately by the Board of Trustees, and subject to separate authorization.

The rate for this service will be \$150 per hour with a not to exceed amount of \$60,000. Good progress has been made in recent months, which will reduce office hours needed. Staff is recommending approval of this agreement.



THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

**RESOLUTION
NO. 2023-R-131**

**A RESOLUTION AUTHORIZING AN AGREEMENT WITH BETTENHAUSEN AND
ASSOCIATES, LLC FOR AN AMOUNT NOT TO EXCEED \$60,000**

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

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

RESOLUTION NO. 2023-R-131**A RESOLUTION AUTHORIZING AN AGREEMENT WITH BETTENHAUSEN AND ASSOCIATES, LLC FOR AN AMOUNT NOT TO EXCEED \$60,000**

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 approving a staffing agreement with Bettenhausen and Associates, LLC, 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 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 17th day of October 2023, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 17th day of October, 2023, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

**AUTHORIZING AN AGREEMENT WITH BETTENHAUSEN AND ASSOCIATES, LLC FOR
AN AMOUNT NOT TO EXCEED \$60,000**

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-131, “A RESOLUTION AUTHORIZING AN AGREEMENT WITH BETTENHAUSEN AND ASSOCIATES, LLC FOR AN AMOUNT NOT TO EXCEED \$60,000,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on October 17, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 17th day of October, 2023

VILLAGE CLERK

**FIFTH EXTENSION OF AN INDEPENDENT CONTRACTOR AGREEMENT
TO PROVIDE PROFESSIONAL SERVICES AS FINANCIAL AND ADMINISTRATIVE
CONSULTANT SERVICES FOR THE VILLAGE OF TINLEY PARK**

This fourth extension of this Professional Services Agreement ("Agreement") is made this _____ day of _____, 2023, by and between the Village of Tinley Park, Illinois, ("VILLAGE") and Bettenhausen & Associates LLC ("BA LLC"). The VILLAGE and BA LLC may be referred to herein individually as "Party" or collectively as the "Parties."

1. **DEFINITION OF BA LLC.** As used in this Agreement, BA LLC shall be construed to include all of BA LLC's officers, directors, members, managers, employees and agents.
2. **SERVICES.** BA LLC agrees to provide professional services as Financial and Administrative Consultant and related services as further described in **EXHIBIT A** to this Agreement. The performance of the services by BA LLC under this Agreement shall not be construed as creating any employment relationship or employment contract or partnership or joint venture relationship between the VILLAGE and BA LLC. Professional services may include, but not limited to:
 - A. Provide administrative assistance to the Village Manager's Office and Finance Department and support the execution of the Department's Operating Plan.
 - B. Provide assistance with the potential bond issues or other debt financing including, but not limited to:
 - I. Meetings/calls with rating agency(ies)
 - ii. Review of Preliminary Offering Statement
 - iii. Completion of issuance documentation
 - iv. Monitoring spend-out of proceeds to meet the "safe-harbor" rules to avoid the necessity of arbitrage calculations.
 - C. Assist Finance staff in the annual audit, reporting, and related filings.
 - D. Aid in the completion of Annual TIF reporting and provide other related TIF analysis and assistance.
 - E. Assist in the process of assembling, preparing and monitoring the annual budget.
 - F. Assist in the planning and implementation processes for new ERP (enterprise resource program) financial, and related software applications, if requested.

- G. Transition revenue and incentive tracking.
 - H. Monitor tax exempt status of Village property acquisitions and coordinate exemption filings with designated attorneys. Work with attorneys and Cook County regarding properties to be acquired through the No Cash Bid (NCB) program and related tax exemption applications. Prepare annual exemption affidavits. Begin transfer to designated staff.
 - I. Review and update written procedures and guidance regarding Finance and related activities. Wherever feasible, additionally provide training to Finance and Administrative staff relative to such activities.
 - J. BA LLC agrees to provide any additional work as directed by the Village Manager, subject to separate authorizations as deemed necessary by the Parties.
 - K. Such further tasks and activities as further described in **EXHIBIT A**.
3. **TERM**. The Term of the agreement shall commence on _____, 2023 and shall be for six (6) months from start of agreement, unless earlier terminated in accordance with paragraph 10. The contract is also limited to not exceed \$60,000. The professional services work will coincide with the needs of the VILLAGE to address issues in the Finance and other departments.
4. **COMPENSATION**. The compensation will be for the Professional Services herein described and contained in **Exhibit A**. Additional work elements as may be requested by the Village will be priced subject to the approval of the parties. BA LLC shall provide invoicing for services rendered no less than monthly to the Village Manager or his designee. The VILLAGE shall make payment to BA LLC within thirty (30) days thereafter, subject to the approval of the rules governing the VILLAGE. In compliance with Village requirements, BA LLC has provided a W-9 prior to the first payment, as required under the Village's accounting policies. No deductions of any kind whatsoever shall be made by the VILLAGE to any compensation paid to BA LLC for any and all applicable federal, state, local and other taxes and deductions, which shall remain the sole and exclusive obligation of BA LLC.
5. **INDEPENDENT CONTRACTOR STATUS**. BA LLC is retained by the VILLAGE only for the purposes and to the extent set forth in this Agreement, and BA LLC's relation to the VILLAGE shall, during the term of this Agreement and period of its services hereunder, be that of an independent contractor. BA LLC shall be free to dispose of such portion of its entire time, energy and skill

during regular business hours when BA LLC is not obligated to devote time and services hereunder to the VILLAGE, in such manner as BA LLC sees fit and to such persons, firms or corporations as BA LLC deems advisable. It is acknowledged that at all times BA LLC is separate and independent from the VILLAGE and that BA LLC will utilize a high level of skill necessary to perform the services under this Agreement.

- A. Not an Employee. BA LLC shall not be considered as having an employee status, nor shall the VILLAGE withhold any sums for the payment of income taxes or FICA taxes, nor shall BA LLC be entitled to participate in any plans, arrangements or distributions by the VILLAGE pertaining to or in connection with any pension or retirement plans, or any other benefits for the regular full-time or part-time employees of the VILLAGE. As an independent contractor, it is the responsibility of BA LLC to file all necessary tax returns (federal, state, county and local) and to pay all income tax, social security, and any and all other taxes due as an independent contractor in its profession. As an independent contractor, BA LLC agrees that it is ineligible to file a claim for unemployment compensation benefits or for workers compensation benefits against the VILLAGE and agrees not to file such claims in the event this Agreement is terminated. BA LLC agrees to assume all risk of death, illness and injury relative to performing all services under this Agreement. BA LLC understands and agrees that, as an independent contractor, it is not an employee of the VILLAGE for any purposes of any kind and all state, federal and county laws or regulations that apply to or provide benefits or protections to employees do not apply to it, including, but not limited to, the application of the Fair Labors Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act and the Worker's Compensation Act (820 ILCS 305/1, et seq.).
 - B. No Insurance Provided by System. The VILLAGE will not provide any form of insurance coverage, including but not limited to health, worker's compensation, professional liability insurance or other employee benefits for or on behalf of BA LLC.
6. **INDEMNIFICATION.** BA LLC agrees to defend, indemnify and hold harmless the VILLAGE, its representatives, officers, trustees, agents, and employees from and against any and all claims, actions, suits, damages, costs, expenses and liabilities, including the reasonable fees and expenses of their attorneys, expert witnesses and consultants, court costs and fines, asserted against them or sought to be imposed upon them, individually, jointly or severally, and which arise directly or indirectly out of or in connection in any way with BA LLC's

performance of the terms of this Agreement, except to the extent that those claims, actions, suits, damages, costs, expenses and liabilities arise from the sole negligence of the VILLAGE, its representatives, officers, trustees, agents and employees.

The scope of BA LLC's indemnification shall include, but is not limited to:

- A. Any negligent, tortuous or wrongful act or omission of the BA LLC, its officers, agents, employees, contractors or subcontractors, resulting in personal injury, bodily injury, sickness or death to any person, loss or damage of any kind to the property of any person, including BA LLC, its officers, agents, employees, and licensees, or damage to or loss of other intangible property rights or personal rights, including but not limited to libel, slander and invasion of privacy; and
 - B. Loss or damage of any kind resulting from the BA LLC's failure to comply with any provision of this Agreement, or of any federal, state or local law or regulation applicable to the BA LLC.
7. **INSURANCE**. As part of the indemnification required by this Agreement, but without limiting the same, BA LLC agrees to carry, during the term of this Agreement, at its expense, public liability insurance, including, but not limited to coverage for bodily injury, death, and property damage written on the comprehensive form, in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate.
8. **EQUIPMENT**. The VILLAGE will provide an office space and any equipment (e.g., computers), and clerical support to BA LLC to the extent that it is presently available.
9. **CONFIDENTIALITY**. BA LLC agrees to maintain the confidentiality of all VILLAGE information and documents received or obtained or learned as part of attending VILLAGE meetings and/or executive sessions or in performing its duties under this Agreement, unless specifically directed to release such information or documents by the VILLAGE or a court order or government regulatory agency order. BA LLC agrees that all conversations by attendees of and any information or documents reviewed or discussed in any executive session are confidential and shall not be disclosed or released by BA LLC, unless specifically directed to release such information or documents by the VILLAGE, a court order or government regulatory agency order. BA LLC shall faithfully adhere to the requirements of this Agreement and the professional ethical principles applicable hereto, including, but limited to, the ICMA Code of Ethics, and shall avoid all personal acts that might injure the reputation of the

VILLAGE or undermine the business transactions and other operations of the VILLAGE.

10. **TERMINATION.**

A. The Village or BA LLC may terminate this Agreement without cause upon thirty (30) days written notice. In the event of termination pursuant to this paragraph (10. A.), the Village shall pay BA LLC any Fees then due and payable for any Services completed up to and including the date of such termination.

B The Village may terminate this Agreement, effective immediately upon written notice to BA LLC, in the event that BA LLC breaches this Agreement, and such breach is incapable of cure, or with respect to a breach capable of cure, and BA LLC does not cure such breach within ten (10) days after receipt of written notice of such breach.

11. **WAIVER AND ASSUMPTION OF LIABILITY.** BA LLC assumes all risks and liability for personal injuries or illness of any kind or death that might occur while performing any services or acting under this Agreement. BA LLC assumes all risks, liability and responsibility for its personal property while performing any services under this Agreement. BA LLC agrees to waive any claims or causes of action of any kind against the VILLAGE, except for non-payment for actual services rendered under this Agreement.

12. **APPLICABLE LAW.** The statutes and common law of the State of Illinois shall govern the interpretation, validity, enforcement and performance of the terms of this Agreement. The Parties agree that, for the purpose of any litigation or proceeding brought with respect to this Agreement and its enforcement, venue shall be in the Circuit Court of Cook or Will County, Illinois, as determined by the VILLAGE and the Parties agree to voluntarily submit to the jurisdiction of such court for the purpose of any such litigation or proceeding.

13. **ASSIGNMENT.** This Agreement may not be assigned, transferred or conveyed by BA LLC without the prior written consent of the VILLAGE.

14. **NOTICES.** All written notices of any kind to be given or delivered under this Agreement shall be deemed to have been properly given if (a) delivered by hand, (b) delivered by a nationally recognized overnight courier service, or (c) sent by registered or certified United States Mail, return receipt requested and first class postage prepaid. Such notices shall be sent to the Parties at their respective addresses as follows:

If to the VILLAGE:

Mr. Patrick Carr, Village Manager
Village of Tinley Park
16250 Oak Park Ave
Tinley Park, Illinois 60477

With a copy to:

Village President Michael Glotz
Village of Tinley Park
16250 Oak Park Ave
Tinley Park, Illinois 60477

If to Bettenhausen Associates LLC:

Brad Bettenhausen
Bettenhausen & Associates LLC
16620 Fulton Ter
Tinley Park, IL 60477-1908

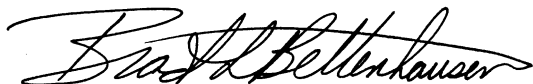
15. **AUTHORITY.** This Agreement shall be in full force and effect, and legally binding, after it is signed by the duly authorized officer of each party. Each of the signatories to this Agreement are the duly authorized representatives of their respective entity and each such person has signed this Agreement pursuant to the authority duly granted to him or her by the authorities of said entity, who have acted by motion or approved a resolution (in the VILLAGE's case, at an open public meeting) that authorized and directed the representatives to sign this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the parties agreeing hereto and to their successor corporations, officers, officials, trustees, successors in office, heirs, representatives, and assigns.
16. **EFFECTIVE DATE.** This Agreement shall become effective on the date of the last signatory to sign and authorize this Agreement.

VILLAGE OF TINLEY PARK, ILLINOIS

Michael W. Glotz
Village President

Date _____ 2023

Bettenhausen & Associates LLC

A handwritten signature in black ink, appearing to read "Brad Bettenhausen", written over a horizontal line.

Brad Bettenhausen
Managing Director

Date _____ 2023

EXHIBIT A

The Managing Director of BA LLC, is a Certified Public Accountant with over forty years of experience in public and governmental accounting spanning across five decades. There are few individuals that can bring both the governmental accounting and financial background and institutional knowledge of Tinley Park (as well as its history) to the table to address the crisis created by the unexpected and untimely departure of the Treasurer/Finance Director with a minimum of familiarization lead time required.

BA LLC has identified key work elements with importance to the Village of Tinley Park. The work plan itself will proceed with concurrent work plan tasks, as all of the issues BA LLC has identified are very important to Tinley Park. There are some functions, that are foreseen as being potentially beneficial to be handled on an ongoing basis over a longer horizon to assist the overall finance and administration activities and staff transitions. Upon approval of the agreement, BA LLC and the Village Manager will identify the specific tasks and priorities. The identified tasks may include:

1. The top priority shall be the transfer of knowledge to the current Finance and Management teams. Such activities will specifically include a focus on budget, revenues, incentive policies and managing existing agreements and associated payouts, TIF administration, and financial reporting through a combination of preparing process and procedural documentation and in-person training.
2. Provide assistance with Village's bond issues or other debt financing.
 - A. Meetings/calls with rating agency(ies)
Institutional knowledge of the Village and its financial position are expected to aid in presenting the Village in the best light possible and answer questions that may be posed.
 - B. Review of Preliminary Offering Statement and related activities through the preparation of the Final Offering Statement
 - C. Completion of issuance documentation
 - D. Monitoring spend-out of proceeds to meet the "safe-harbor" rules to avoid the necessity of arbitrage calculations.
3. Assist Finance staff in the annual audit, reporting, and related filings as needed.
 - A. State Comptroller
 - B. County Clerks
 - C. Cook County Treasurer Debt Disclosure Ordinance (DDO)
 - D. Participation in the GFOA Certificate of Achievement program

4. Aid in the completion of Annual TIF reporting and provide other related TIF analysis and assistance. Provide guidance to the Assistant Finance Directors in completion of the TIF reporting and offer guidance in how to do so.
 - A. Filings with State Comptroller
 - B. TIF activity monitoring including TIF EAV analysis, incremental property tax projections, Tax Base analysis.
 - I. For potential new projects
 - ii. For existing TIF incentive agreements
 - iii. For overall TIF status
5. Assist Finance and administrative staff in the process of assembling, preparing, and monitoring the annual budget.
6. Revenue and incentive tracking. Work with the Finance team to document processes and procedures and otherwise related to revenues and incentive tracking.
 - A. Sales Tax and Illinois Department of Revenue reporting
(This will require updated authorizations under the Reciprocal Information Exchange agreement with the Illinois Department of Revenue. BA LLC will assist in preparing the necessary documents.)
 - B. State Revenue Distributions
(Income/LGDF, MFT, Cannabis, Video Gaming, etc.)
 - C. Incentive tracking
It is important to remain on top of the various existing incentive agreements and payments in order to not default on the Village's obligations under these arrangements. With familiarity of the requirements and timetables under agreements approved prior to June 2021, BA LLC would also review any incentive payments paid subsequent to June 2021 to assure that they have been calculated properly.
 - D. Confirm that any newly approved/activated sales tax incentive disclosures have been filed with Illinois Department of Revenue as required by state statute.
 - E. Assist the Finance team with implementation of the approved Storage Facilities Tax. Shortly after adoption, action had been deferred in 2020 due to COVID and it is unlikely it has moved forward to live status.
 - F. Assist in reviewing/implementing other revenue options (e.g. Food and Beverage Tax, Business District Tax, etc.).
7. Assess status of Village grants and reporting requirements. Assist Finance staff as necessary.

8. Monitor Village real estate property records. Begin transfer to designated staff.
 - i. Monitor status of tax exemption applications for any parcels acquired by the Village.
 - ii. Properties to be acquired through the Cook County No Cash Bid (NCB) program and related tax exemption applications.
 - A. Continue monitoring the status of properties that the Village is attempting to acquire through the NCB program.
 - B. Prepare any related reporting required to the County.
 - C. Review and monitor for additional potential parcels that the Village would benefit by acquisition through the NCB and related programs.
 - iii. Annual Tax Exemption filings with Cook and Will Counties for Village owned properties.
 - iv. Provide training to appropriate finance and administrative staff relative to this annual process/requirement.
 - v. Maintain the property record files of parcels acquired or disposed of by the Village.
 - vi. Prepare documentation and provide training to appropriate administrative staff relative to maintaining these records.
9. Property tax levy
 - i. Provide training to appropriate finance and administrative staff relative to this process for the future.
 - ii. Review the levy ordinance and related tax abatement ordinances prior to adoption.
 - iii. Assist the Deputy Clerk with the preparation of appropriate Certificate of Compliance with regard to the Truth in Taxation Act to be submitted with the approved levy.
 - iv. Assist the Deputy Clerk with County filings of adopted ordinances.
10. Review and update written procedures and guidance regarding Finance and other administrative activities. Where feasible, provide training to Finance and Administrative staff relative to such activities toward transferring institutional knowledge and promoting greater "self-sufficiency" amongst the Finance and Management teams. The following areas have been identified as requiring creation or updating of written procedures and guidance in addition to any related training:
 - i. Telecom tax
 - ii. IDOR Reciprocal Agreement
 - A. MyLocalTax
 - B. Sales Tax detail reporting and processing
 - C. Incentive tracking
 - D. Incentive projections
 - iii. Tax Increment Financing
 - A. TIF reporting

- B. TIF projections
 - C. Annual property parcel listings
 - D. TIF project tracking
 - iv. Tax Levy
 - A. Levy calendar
 - B. Levy projection
 - C. Abatements
 - D. Preparation of Ordinances
 - E. Property tax tracking
 - F. Annual property parcel listings
 - v. Cook County Debt Disclosure Ordinance
 - A. Financial and Pension disclosures
 - B. TIF disclosures
 - vi. Village owned property
 - A. Property files
 - B. Tax exemption processing
 - C. Maintenance of tracking database
 - D. Preparation of annual county exemption filings
 - vii. MWRD Will County sewer treatment service area
11. Assist Finance staff, with continued emphasis on cross-training and written documentation of processes and procedures.
 12. Assist with the ERP (Enterprise Resource Program) financial software planning and implementation as needed.
 13. Assist Finance Department to update Fiscal Policies Manual as needed.
 14. Coordinate amending the tri-party agreement with New Lenox and Mokena for bulk water service relative to the Maintenance and Operation rate, including meetings with the community representatives.
 15. Coordinate development of a new bulk water service agreement with Illinois American Water.
 16. BA LLC agrees to provide any additional work as directed by the Village Manager and authorized separately by the Board of Trustees, and subject to separate authorization, as deemed necessary by the Parties.

Other Terms

Brad Bettenhausen will serve as Principal Consultant under this agreement.

The Tinley Park engagement is complex and some tasks are under a tight time line, but both are expected to be well within the capabilities of BA LLC and its representatives to execute and perform the required tasks.

While BA LLC will be heavily relying on Department personnel for support, some additional support may be necessary. Associate Consulting time could also be required to help in the project work elements. BA LLC envisions spending no more than three days a week on site, with possibly some exceptions as may be required from time to time due to the task or activity.

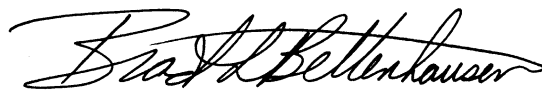
Billing rates:

Principal Consultant \$150 per hour; billed in quarter hour increments

Associate Consultant \$125 per hour; billed in quarter hour increments (if required)

Out of pocket costs, if any, will be billed in addition to the above amounts.

Transportation to and from the Village is not charged, and will not be included in the billing.

A handwritten signature in black ink, reading "Brad Bettenhausen". The signature is fluid and cursive, with the first name "Brad" and last name "Bettenhausen" clearly legible.

Brad Bettenhausen
Managing Director
Bettenhausen & Associates LLC



Interoffice Memo

Date: October 10, 2023

To: Village Board

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

Subject: Southwest Job Fair

On behalf of Village of Tinley Park Mayor Glotz, Village of Orland Park Mayor Pekau, Orland Township Supervisor O'Grady, and Cook County Commissioner Morrison, recent discussions and partnership have led to the creation of the Southwest Job Fair and a Public Safety Forum to take place in the coming months.

The hope is that both events will become successful, annual events that foster collaboration, local job growth, and public safety discussions amongst our communities.

Event Details—

Southwest Job Fair

- December 12, 2023, 11am – 2pm
- Orland Park Civic Center
- Local businesses and trades will be invited to participate and set up tables, there will be career coaches, resume consultants, mock interviews, and headshot services available.

Public Safety Forum

- January 11, 2024, 7pm – 8:30pm
- Orland Park Civic Center
- Focus is on keeping retailers in the area safe and discuss the recent SAFE-T Act, and present an opportunity to meet local public safety leaders

Costs will be minimal, and are not finalized as of yet, but will be shared amongst all participating parties. Funds are available within the budget. Staff is recommending approval of this Memorandum of Understanding (MOU) to proceed with planning for the two events.



THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

**RESOLUTION
NO. 2023-R-132**

**A RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN THE VILLAGE OF TINLEY PARK, THE VILLAGE OF ORLAND PARK, AND
THE TOWNSHIP OF ORLAND**

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

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

RESOLUTION NO. 2023-R-132**A RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN THE VILLAGE OF TINLEY PARK, THE VILLAGE OF ORLAND PARK, AND
THE TOWNSHIP OF ORLAND**

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 approving a Memorandum of Understanding (“MOU”) between the Village of Tinley Park, the Village of Orland Park, and the Township of Orland, 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 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 17th day of October 2023, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 17th day of October, 2023, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

**A RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN THE VILLAGE OF TINLEY PARK, THE VILLAGE OF ORLAND PARK, AND
THE TOWNSHIP OF ORLAND**

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-132, “A RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE VILLAGE OF TINLEY PARK, THE VILLAGE OF ORLAND PARK, AND THE TOWNSHIP OF ORLAND PARK” which was adopted by the President and Board of Trustees of the Village of Tinley Park on October 17, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 17th day of October, 2023

VILLAGE CLERK

MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT is entered into this____, day of _____, 2023 by and between the Village of Orland Park (hereinafter referred to as “ORLAND PARK”), the Village of Tinley Park (hereinafter referred to as “TINLEY PARK”), and the Township of Orland (hereinafter referred to as “ORLAND TOWNSHIP”), (collectively, the “PARTIES” and individually, a “PARTY”).

RECITALS

WHEREAS, in order to promote the public health, safety and welfare and in order to advance the public good by bringing economic opportunities to local residents, the PARTIES have determined to conduct a single one-day public safety forum (hereinafter referred to as PUBLIC SAFETY FORUM) and a single one-day job fair event (hereinafter referred to as JOB FAIR); and

WHEREAS, the PARTIES have secured the JOB FAIR date of January 11, 2024 and location (the Orland Park Civic Center); and

WHEREAS, the PARTIES have secured the PUBLIC SAFETY FORUM date of December 12, 2023 and location (the Orland Park Civic Center); and

WHEREAS, the PARTIES will jointly host and promote the PUBLIC SAFETY FORUM and JOB FAIR EVENT (collectively referred to as EVENTS or individually as an EVENT) as outlined herein; and

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the PARTIES agree that:

1. **INCORPORATION OF RECITALS.** The foregoing Recitals are incorporated herein by reference as though fully set forth.

2. **TERM OF THIS AGREEMENT.** This agreement shall be in effect from the date set forth above through the duration of the last occurring EVENT. This agreement may be terminated by any PARTY by thirty (30) days written notice prior to an EVENT.

3. **EVENT DATE AND HOURS.** The PUBLIC SAFETY FORUM shall be conducted on December 12, 2023. The hours for this EVENT will be promoted as 7:00 p.m. to 8:30 p.m. The JOB FAIR shall be conducted on January 11, 2024. The hours for this EVENT will be promoted as 11:30 a.m. to 2 p.m., with a first half hour from 11:00 a.m. to 11:30 a.m. open exclusively to Veterans.

4. **EVENTS LOCATION.** The EVENTS will be held at the Orland Park Civic Center. The Civic Center building will be made available for staff and volunteers for set-up and break-down of the PUBLIC SAFETY FORUM from 6:00 p.m. to 9:30 p.m. and the JOB FAIR from 10:00 a.m. to 3:00 p.m. There is no cost for the rental of the EVENTS location.

5. **MARKETING AND COMMUNICATION.** The ORLAND PARK Marketing and Communications Department will set-up and manage a website, www.swjobfair.com. The PUBLIC SAFETY FORUM will be marketed as the “Public Safety Forum presented by the Village of Orland Park, Village of Tinley Park, Orland Township, and Cook County Commissioner Sean M. Morrison.” The JOB FAIR will be marketed as the “Southwest Job Fair presented by the Village of Orland Park, Village of Tinley Park, Orland Township, and Cook County Commissioner Sean M. Morrison.” Orland Park will share Dropbox links so that all PARTIES can access consistent branding.

6. **EVENTS ELEMENTS.** The JOB FAIR shall include tables for recruiters and employers, career coaches, mock interviews, resume consultants, headshots, and refreshments. Attendance incentives may include e-gift cards for early attendees, and a raffle sponsored by employers. The PARTIES will equally share in any costs to promote the EVENTS including incentives, raffle and refreshment costs.

7. **INDEMNIFICATION.** As a material inducement for the PARTIES to enter into this agreement, each PARTY to this Agreement agrees to defend, indemnify, hold harmless and covenant not to sue each other PARTY and its/their former, current, and future officers, appointed and elected officials, President, Trustees, employees, agents, volunteers, representatives, assigns, successors, transferees, licensees, invitees, attorneys, and engineers (the “Party Affiliates”) from and against any and all claims, actions, lawsuits, causes of action of any kind, property damages, economic and non-economic damages, losses, costs, expenses and liabilities of any kind, including the reasonable fees and expenses of their attorneys, expert witnesses and consultants, court costs and fines, asserted against them or sought to be imposed upon them, individually, jointly or severally (collectively, the “Liabilities”), in any way arising out of or in consequence of this agreement and/or the EVENTS, or any other Liabilities which may be incurred by or asserted against the PARTIES and/or PARTY Affiliates directly or indirectly resulting from the use of each PARTY’s property, equipment and facilities. In the event that a PARTY or any of the Party Affiliates is/are named as a defendant(s) in any lawsuit arising out of the matters to be indemnified under this agreement, that PARTY and/or any of the Party Affiliates shall have the right to choose the attorney(s) who represent(s) them in said lawsuit, and the reasonable costs, expenses and fees associated with said attorney(s) in relation to said lawsuit shall be paid by the indemnifying PARTIES pursuant to the indemnification provisions herein. An indemnifying PARTY shall pay, promptly upon entry, any non-appealable order, judgment or other final resolution of any claim or dispute arising out of the matters to be indemnified under this agreement and shall pay promptly when due any fines, penalties or agreed settlements arising out of the matters to be indemnified under this agreement. In the event that such payment is not made, the PARTY or any PARTY Affiliate, at their sole discretion, may proceed to file suit against the INDEMNIFYING PARTY to compel such payment. All indemnifying PARTIES also agree that they will not settle or compromise any action, suit or proceeding without the INDEMNIFIED PARTY’s prior written consent, which consent shall not be unreasonably withheld.

The obligations of the PARTIES under this section shall remain in full force and shall not be impaired by the expiration or early termination of this agreement. In any pending or threatened litigation, contest, dispute, suit or proceeding in any way relating to this agreement, and the indemnification described herein, or to enforce the indemnification described herein, or to enforce

the indemnification or obligations hereunder, any PARTY shall have the right to retain counsel of its own choice for advice or other representation without affecting or otherwise impairing the indemnification hereunder and all Liabilities arising from such service shall be payable by the Indemnifying Party within 30 days of demand.

Notwithstanding the foregoing, nothing in this section or agreement should be construed as an effort on or by any PARTY to be indemnified for liability to the extent not permitted by law.

8. **ASSIGNMENT.** The PARTIES shall not assign, transfer, or convey this agreement and its obligations hereunder to any person or entity, without the written consent of the corporate authorities of all PARTIES to this Agreement, which may be withheld.

9. **GOVERNMENTAL REGULATIONS:** All PARTIES shall comply with all applicable requirements of federal, state, county and local regulatory authorities.

10. **EXECUTION:** This agreement may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original, and such counterparts together shall constitute one and the same agreement.

11. **ENTIRETY OF AGREEMENT:** This agreement contains the entire understanding between the PARTIES concerning the EVENT and supersedes any prior understanding or written or oral agreements between them with respect to the subject matter of this agreement. There are no representations, agreements, arrangements or understandings, oral or written, between and among the PARTIES hereto relating to the subject matter of this agreement which are not fully expressed herein. No oral modification, amendment, or change shall be allowed to this agreement. Any modification, amendment, or change hereto shall be in writing and approved by all PARTIES.

12. **NO DUTY TO THIRD PARTIES:** This agreement is entered into solely for the benefit of the contracting PARTIES, and nothing in this agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this agreement, or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of any PARTY, and/or any of their respective officials, officers and/or employees. No claim as a third-party beneficiary under this agreement by any person, firm, or corporation shall be made, or be valid, against another PARTY to this agreement.

13. **AUTHORITY:** The PARTIES represent and warrant to each other that they have the authority to enter into this agreement and perform their obligations hereunder.

14. **INTERPRETATION.** This agreement shall be construed without regard to the identity of the PARTY who drafted the various provisions of this agreement. Moreover, each and every provision of this agreement shall be construed as though the PARTIES to this agreement participated equally in the drafting of this agreement. As a result of the foregoing, any rule or

construction that a document is to be construed against the drafting PARTY shall not be applicable to this agreement.

15. **DISCLAIMER OF RELATIONSHIP**: Nothing contained in this agreement, nor any act of the PARTIES shall be deemed or construed by either of the PARTIES hereto or by third persons, to create any relationship of third-party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the PARTIES.

16. **ENFORCEABILITY** If any provision of this agreement, or any section, sentence, clause, phrase or word or the application thereof is held invalid, the remainder of this agreement shall be construed as if such invalid part were never included and this agreement shall be and remain valid and enforceable to the fullest extent permitted by law provided that the agreement, in its entirety as so reconstituted, does not represent a material change to the rights or obligations of the PARTIES.

17. **NO WAIVER OF TORT IMMUNITY DEFENSES**. Nothing contained in any provision of this agreement is intended to constitute nor shall constitute a waiver of the defenses available to a PARTY under the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 *et seq.*, as the same may be amended from time to time, with respect to claims by third parties.

18. **CAPTIONS**: The captions at the beginning of the several sections, respectively, are for convenience in locating the context, but are not part of the context

THE PARTIES TO THIS AGREEMENT by their signature acknowledge they have read and understand this agreement and intend to be bound by its terms.

IN WITNESS WHEREOF, the PARTIES have entered into this Agreement as of the _____ day of _____, 2023.

VILLAGE OF ORLAND PARK

ORLAND TOWNSHIP

By: _____

By: _____

Its: _____

Its: _____

VILLAGE OF TINLEY PARK

By: _____

Its: _____

**Interoffice****Memo****#23-110**

Date: October 6, 2023
To: Tinley Park Village Board Members
From: Steve Klotz, Fire Chief Administrator
Subject: Mutual Aid Master Agreement

The MABAS Executive Board passed a Mutual Aid Master Agreement which now means that all MABAS member agencies must have this new agreement to receive MABAS assets. We will no longer have to have separate agreements with other jurisdictions.

Please feel free to reach out to me with any questions.

SCK/mb

Enclosure: MABAS Master Agreement

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION NO. 2023-R-135

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGE OF TINLEY PARK AND MABAS FOR PARTICIPATION IN THE MUTUAL
AID BOX ALARM SYSTEM.**

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

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

RESOLUTION NO. 2023-R-135**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND MABAS FOR PARTICIPATION IN THE MUTUAL AID BOX ALARM SYSTEM.**

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 MABAS, 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 17th day of October, 2023, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 17th day of October, 2023, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

MABAS FOR PARTICIPATION IN THE MUTUAL AID BOX ALARM SYSTEM

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-135, “**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND MABAS FOR PARTICIPATION IN THE MUTUAL AID BOX ALARM SYSTEM,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on October 17, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 17th day of October, 2023.

VILLAGE CLERK

RESOLUTION NO. _____**AN RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT FOR
PARTICIPATION IN THE MUTUAL AID BOX ALARM SYSTEM
(MABAS MASTER AGREEMENT 2022)**

WHEREAS, the Mutual Aid Box Alarm System (MABAS) was organized beginning in 1968 in the northwest and western suburbs of Chicago, Illinois to coordinate and automate fire department mutual aid, based roughly on the Chicago Fire Department's box alarm system of predetermined resources assigned to respond to a specific incident or area. Since 1968, MABAS has grown into a multi-state organization to coordinate responses to fires, emergency medical calls, hazardous material, technical rescue and other emergencies and disasters through prearranged mutual aid and dispatch agreements. The system is designed to facilitate all levels of mutual aid from day-to-day automatic aid responses to major incidents and disasters requiring significant deployment of resources. MABAS member Units include the gambit from all-volunteer fire departments to major cities like Chicago, Milwaukee and St. Louis; and

WHEREAS, since the last revision of the master MABAS intergovernmental agreement in about 1988, MABAS has grown exponentially to its current composition of almost 1200 Illinois Units and 2200 total Units in Illinois and several adjoining States; and

WHEREAS, it is the express intent of member Units that the MABAS Agreement be in a form which can be adopted by Units in different States where Units may lawfully enter into agreements providing for their mutual aid and protection. Thus, even if the MABAS Agreement does not specifically cite the applicable current legal authority for a particular State and its member Units, the lack of such citation shall not be construed in any manner as an impediment to or prohibition of Units from other States from joining

MABAS. It is also the express intent of the member Units that all Units adopt this same Intergovernmental Agreement without modification; and

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves, with the State, with other States and their units of local government, and with the United States to obtain and share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or ordinance; and to further contract or otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

WHEREAS, the "Intergovernmental Cooperation Act", 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government including units of local government from another state; and

WHEREAS, Section 5 of the "Intergovernmental Cooperation Act", 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and

WHEREAS, the Mayor/President and the Council/Board of Trustees of

have determined that it is in the best interests of this unit of local government and its residents to enter into a Mutual Aid Box Alarm System Agreement to secure to each the

benefits of mutual aid in fire protection, firefighting, rescue, emergency medical services and other activities for the protection of life and property from an emergency or disaster and to provide for communications procedures, training and other necessary functions to further the provision of said protection of life and property from an emergency or disaster.

NOW, THEREFORE, BE IT RESOLVED by the Mayor/President and Council/Board of the _____, _____ County, Illinois as follows:

SECTION ONE: INCORPORATION OF RECITALS That the recitals set forth above are incorporated here by reference.

SECTION TWO: APPROVAL OF AGREEMENT That the Mutual Aid Box Alarm System Master Agreement, (Approved by the MABAS Executive Board October 19, 2022) is hereby approved, and the Mayor/President and the Clerk/Secretary be and are hereby authorized and directed to execute the Mutual Aid Box Alarm System Master Agreement, a copy of which is attached hereto as Exhibit A and made a part hereof.

SECTION THREE: REPEALER All prior ordinances, resolutions or motions, or parts of ordinances, resolutions, or motions in conflict with any of the provisions of this Resolution shall be, and the same are hereby repealed to the extent of the conflict.

SECTION FOUR: SEVERABILITY This Resolution and every provision thereof shall be considered severable. If any section, paragraph, clause, or provision of this Resolution is declared by a court of law to be invalid or unconstitutional, the invalidity or unconstitutionality thereof shall not affect the validity of any other provisions of this Resolution.

SECTION FIVE: EFFECTIVE DATE This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

ADOPTED this ____ day of _____, 20____, by a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

Mayor/President

ATTEST:

Clerk/Secretary

MABAS-ILLINOIS-CITY_VILLAGE_DISTRICT-RESOLUTION-2022

STATE OF ILLINOIS)
)
COUNTY OF _____) SS

SECRETARY/CLERK'S CERTIFICATE

I, _____, the duly qualified and acting Secretary/Clerk
of the _____,
_____ County, Illinois, do hereby certify that attached hereto is a true
and correct copy of an Resolution entitled:

RESOLUTION NO. _____

**AN RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT FOR
PARTICIPATION IN THE MUTUAL AID BOX ALARM SYSTEM
(MABAS MASTER AGREEMENT 2022)**

which Resolution was duly adopted by said Council/Board at a meeting held on the ____
day of _____, 20____.

I do further certify that a quorum of said Council/Board was present at said
meeting, and that the Council/Board complied with all the requirements of the Illinois
Open Meetings Act and its own policies, rules or regulations concerning the holdings of
meetings and the taking of action during meetings.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of
_____, 20____.

Secretary/Clerk

**Interoffice**

Memo

Date: October 13, 2023

To: Village Board

From: Pat Carr, Village Manager

CC: Hannah Lipman, Asst. Village Manager

Subject: Legislative Consulting Agreement Renewal

Cornerstone Government Affairs has provided a new proposal to assist with general matters with the State of Illinois and Federal Government.

Requesting approval for the village manager to execute an agreement with Cornerstone Government Affairs at a rate of \$3500 per month (Billed Monthly) for a total of \$42,000. This is a reduction of \$6,000 from the previous year.

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION

NO. 2023-R-137

**A RESOLUTION AUTHORIZING A GENERAL MATTERS LEGISLATIVE
CONSULTING AGREEMENT WITH CORNERSTONE GOVERNMENT AFFAIRS**

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

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

**A RESOLUTION AUTHORIZING A GENERAL MATTERS LEGISLATIVE
CONSULTING AGREEMENT WITH CORNERSTONE GOVERNMENT AFFAIRS**

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 approved a legislative consulting agreement with Cornerstone Government Affairs, 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**, 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 17th day of October, 2023, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

Village President

ATTEST:

Village Clerk

EXHIBIT 1

Cornerstone Government Affairs, Inc.

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

CERTIFICATE

I, NANCY M. O’CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2022-R-137, “**A RESOLUTION AUTHORIZING A GENERAL MATTERS LEGISLATIVE CONSULTING AGREEMENT WITH CORNERSTONE GOVERNMENT AFFAIRS**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on October 17, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 17th day of October, 2023.

VILLAGE CLERK

AMENDMENT II TO SERVICE AGREEMENT

This Amendment (the "**Amendment II**"), effective as October 18, 2023 is made by and between the Village of Tinley Park (hereinafter referred to as "**Tinley Park**"), with its principal place of business at 16250 S. Oak Park Avenue, Tinley Park, IL 60477 and Cornerstone Government Affairs, Inc. (hereinafter referred to as "**Cornerstone**"), a sub-chapter S corporation duly organized under the laws of the District of Columbia, with its principal place of business at 800 Maine Avenue, SW, 7th Floor, Washington, D.C. 20024.

WHEREAS, Tinley Park and Cornerstone are Parties to Service Agreement with an effective date of November 3, 2021 (the "**Agreement**"); and an Amendment with an effective date of October 18, 2022 (the "**Amendment I**"); and

WHEREAS, the Parties desire to amend the Agreement as set forth herein;

NOW, THEREFORE, the Parties hereby agree as follows:

1. The term of the Agreement shall be extended for twelve (12) months, commencing on October 18, 2023, through October 17, 2024 (the "**Term**").
2. Payment for the additional twelve (12) months shall be made to Cornerstone in twelve (12) payments of three thousand five hundred dollars (\$3,500.00) through the Term of the Agreement (the "**Fee**").
3. Except as amended herein, all other terms and conditions of the Agreement remain in full force and effect.

The Parties hereby accept and agree to the terms and conditions of this Amendment.

IN WITNESS WHEREOF, the Parties hereby execute this Amendment and acknowledge that they are authorized to execute same.

Cornerstone Government Affairs, Inc.

By: _____

Name: _____

Title: _____

Date: _____

By: 

Name: Campbell Kaufman

Title: President

Date: 10/16/2023

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Voucher List
Village of Tinley Park

Page: 1

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
204159	10/3/2023	021183 TEEHAN, REGIS	100323		TEEHANS ORD 2023-O-043 RES 20 30-00-000-75906	200,000.00
					Total :	200,000.00
204160	10/6/2023	019563 AEP ENERGY INC	3013134248		ACCT#3013134248 UTIL#43840280 01-26-024-72510	179.08
					Total :	179.08
204161	10/6/2023	014341 AFTERMATH, INC.	JC2023-0271		BIO-HAZARDOUS CLEANING JAIL (300.00
			JC2023-0274		BIO-HAZARD CLEANING - SQUAD (300.00
			JC2023-0388		BIO-HAZARDOUS CLEANING - JAIL	100.00
					Total :	700.00
204162	10/6/2023	002734 AIR ONE EQUIPMENT, INC	195708		BREATHING AIR QUALITY TEST (NI	165.00
			195709		BREATHING AIR QUALITY TEST (NI	165.00
					Total :	330.00
204163	10/6/2023	002856 AIRY'S, INC	28204	VTP-018759	POST 5 IMPROVEMENTS - LIFT ST/	566,046.30
			28206	VTP-020149	CONSTRUCTION OF BOOSTER ST/	457,251.30
					Total :	1,023,297.60
204164	10/6/2023	002682 AMERICAN LEGAL PUBLICATION	28332		SEPTEMBER 2023 S-37 EDITING	28.00
			28379		SEPTEMBER 2023 - S-37 FOLIO/IN	1.95
					Total :	29.95
204165	10/6/2023	016616 AMERICAN MEDICAL RESPONSE	10984		EMS SERVICE AGREEMENT 9/1-9/3	45,590.98
					01-21-000-72856	

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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
204165	10/6/2023	016616	016616 AMERICAN MEDICAL RESPONSE	(Continued)	Total :	45,590.98
204166	10/6/2023	002628	AMERICAN WATER	100223	SEWER TREATMENT SERVICE - BF 64-00-000-73225	67,999.50
					Total :	67,999.50
204167	10/6/2023	020071	AMSIVE LLC	567054	LATE NOTICES SEPTEMBER 2023 - 60-00-000-72310	256.31
					64-00-000-72310	109.85
					60-00-000-72110	429.20
					64-00-000-72110	183.94
			567055		SEPTEMBER 1ST WATER BILLS 60-00-000-72310	1,204.67
					64-00-000-72310	516.28
			567056		LATE NOTICES AUGUST 2023 - WA 60-00-000-72310	282.93
					64-00-000-72310	121.25
					60-00-000-72110	519.29
					64-00-000-72110	222.55
			567057		AUGUST 1ST WATER BILLS 2023 60-00-000-72310	1,249.66
					64-00-000-72310	535.57
					Total :	5,631.50
204168	10/6/2023	020986	ARIES CHARTER TRANSPORTATION	99940	ALE TRAIL TROLLEYS 10-18-23 01-35-100-72790	2,800.00
				VTP-020285	Total :	2,800.00
204169	10/6/2023	020986	ARIES CHARTER TRANSPORTATION	99941	ALE TRAIL TROLLEYS 10-25-23 01-35-100-72790	2,800.00
				VTP-020287	Total :	2,800.00
204170	10/6/2023	020873	BALOG, JEANINE	Ref001441294	UB RFND CST #00498297, RFND O' 60-00-000-20599	300.00
					Total :	300.00
204171	10/6/2023	021187	BARTA, ELAINE C	Ref001441521	UB REFUND CST #00461173, ON AC 60-00-000-20599	271.56

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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
204171	10/6/2023	021187 021187 BARTA, ELAINE C	(Continued)		Total :	271.56
204172	10/6/2023	010953 BATTERIES PLUS - 277	P66144380	VTP-020272	PORTABLE RADAR UNIT BATTERIE 01-17-205-72530	930.60
					Total :	930.60
204173	10/6/2023	018807 BAXTER & WOODMAN INC	0250571		0190816.60 LAGRANGE RD UTILITY 26-00-000-75707	6,414.82
					Total :	6,414.82
204174	10/6/2023	002974 BETTENHAUSEN CONSTRUCTION SERV	230091		VTP2339 SEMI TRUCK FOR HAULIN 01-26-023-72890	243.75
					60-00-000-73681	358.31
					63-00-000-73681	39.81
					64-00-000-73681	170.63
			230092		VTP2339 SEMI TRUCK TIME FOR H 01-26-023-73860	75.00
					60-00-000-73860	94.50
					63-00-000-73860	10.50
					64-00-000-73860	45.00
					70-00-000-73860	25.00
			230093		VTP2339 SEMI TRUCK FOR HAULIN 01-26-023-72890	243.75
					60-00-000-73681	358.31
					63-00-000-73681	39.81
					64-00-000-73681	170.63
			230094		VTP2339 SEMI TRUCK TIME FOR H 01-26-023-73860	75.00
					60-00-000-73860	94.50
					63-00-000-73860	10.50
					64-00-000-73860	45.00
					70-00-000-73860	25.00
					Total :	2,125.00
204175	10/6/2023	020603 BILL FIGEL PUBLIC RELATION LLC	015		PR ACTIVITIES AUGUST '23 01-14-000-72790	1,500.00
			016		PR ACTIVITIES SEPTEMBER '23	

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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
204175	10/6/2023	020603 BILL FIGEL PUBLIC RELATION LLC	(Continued)		01-14-000-72790	1,500.00
					Total :	3,000.00
204176	10/6/2023	002923 BLACK DIRT INC.	5637	VTP-020161	BLACK DIRT FOR LAWN RESTORA	200.00
			5637.		01-26-023-73680	236.25
					UNIVERSITY PARK DIRT FIELD PUL	26.25
					60-00-000-73680	112.50
					63-00-000-73680	
					64-00-000-73680	
					Total :	575.00
204177	10/6/2023	002922 BONAREK, JOHN	091123		REIM: SUBPOENAED TO APPEAR	144.96
					01-17-225-71110	
					Total :	144.96
204178	10/6/2023	021181 CAFECARE INC	11651	VTP-020339	ESPRESSO MACHINE	12,503.68
					30-00-000-75909	
					Total :	12,503.68
204179	10/6/2023	020785 CENTRAL SOD FARMS INC	15750		KENTUCKY BLUE GRASS, PALLET	160.65
					60-00-000-73680	17.85
					63-00-000-73680	76.50
					64-00-000-73680	
					Total :	255.00
204180	10/6/2023	015199 CHICAGO PARTS & SOUND LLC	2J0004420		21TR AMBER/WHITE W/ARROW MI	1,474.00
			2J0004432		01-17-205-72540	
					21TR 52" AMBER/WHITE W/ARROV	1,474.00
					01-17-205-72540	
			3-0057846		NOLOCN PD 2D	5.48
					01-17-205-72540	
			3-0057885		NOLOCN OIL PD STOCK	41.16
					01-17-205-72540	
			3-0057913		PRIME GUARD OIL 52W0 - WATER	10.80
					60-00-000-72540	3.60
					63-00-000-72540	

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Voucher List
Village of Tinley Park

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
204180	10/6/2023	015199 CHICAGO PARTS & SOUND LLC	(Continued)		64-00-000-72540	6.18
			3-0057939		PRIME GUARD 5W20 OIL - POLICE	
					01-17-205-72540	41.16
			3-0057941		PRIME GUARD 5W30 OIL - POLICE	
					01-17-205-72540	20.58
					Total :	3,076.96
204181	10/6/2023	013820 CINTAS CORPORATION	5168672228		MEDICINE CABINET - VH	
					01-26-025-73117	299.01
					Total :	299.01
204182	10/6/2023	020527 CITY ESCAPE GARDEN & DESIGN	12375	VTP-020019	LANDSCAPE PLANTERS - SEPTEMBER	
					01-26-023-72881	11,835.32
					Total :	11,835.32
204183	10/6/2023	013878 COMED - COMMONWEALTH EDISON	0777127143		ACCT#0777127143 9550 W 184RD S	
					64-00-000-72510	56.00
			2777112019		ACCT#2777112019 175TH & SANDL	
					01-26-023-72510	245.42
			3214011009		ACCT#3214011009 16853 LAKEWOOD	
					64-00-000-72510	211.17
			8363023007		ACCT#8363023007 179TH ST & 82ND	
					60-00-000-72510	188.47
					63-00-000-72510	188.48
					Total :	889.54
204184	10/6/2023	018311 CONNECTION	74477142		64GB USB 3.2 GEN 1 DATA TRAVELER	
					01-21-210-73110	72.40
					Total :	72.40
204185	10/6/2023	012410 CONSERV FS, INC.	66055928		CORONA SL6500 LOPPER BRANCH	
					01-26-023-73840	49.79
					Total :	49.79
204186	10/6/2023	018234 CORE & MAIN LP	T481143		3/4 BRASS CAP NO LEAD	
					64-00-000-73630	46.01

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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
204186	10/6/2023	018234 CORE & MAIN LP	(Continued)			
					63-00-000-73630	10.73
					60-00-000-73630	96.61
			T590230		1" IPERL METERS	
				VTP-020278	60-00-000-74175	3,024.00
				VTP-020278	64-00-000-74175	1,296.00
					Total :	4,473.35
204187	10/6/2023	021147 CROWNE INDUSTRIES LTD	1661		ABOVEGROUND JETA HELIPORT S	
				VTP-020296	20-00-000-75814	95,578.50
					Total :	95,578.50
204188	10/6/2023	018379 DM INDUSTRIAL JANITORIAL SERV	7651		JANITORIAL SERVICES FOR PD	
				VTP-020205	01-26-025-72525	3,720.00
					Total :	3,720.00
204189	10/6/2023	004009 EAGLE UNIFORM CO INC	INV-17441		STRYKE PANT DARK NAVY - NICK H	
					01-19-000-73610	82.00
					Total :	82.00
204190	10/6/2023	016399 EBNER, MICHAEL E	102923		DJ FOR BOO BASH 10/29/23	
					01-35-000-72923	250.00
					Total :	250.00
204191	10/6/2023	004152 ECOLAB PEST ELIMINATION INC.	3445705		COCKROACH/RODENT PROGRAM	
					01-26-025-72790	607.85
			3445706		COCKROACH/RODENT PROGRAM	
					01-26-025-72790	86.48
					Total :	694.33
204192	10/6/2023	019561 ENDLESS COMMUNICATIONS USA LLC	DG-2213		PUSH TO TALK LTE DATA RADIO S\	
					01-42-000-72550	45.74
					Total :	45.74
204193	10/6/2023	020245 ENTERTAINERS R WE	092923		MAD SCIENTIST FOR BOO BASH	
					01-35-000-72923	250.00
					Total :	250.00

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204194	10/6/2023	004119 ETP LABS INC.	23-136874		COLIFORM SAMPLES 60-00-000-72865 63-00-000-72865	1,055.60 452.40
					Total :	1,508.00
204195	10/6/2023	020993 FARRELL, VILAI	Ref001441519		UB REFUND CST #00451715 REFUI 60-00-000-20599	300.00
					Total :	300.00
204196	10/6/2023	020800 FIRST RESPONDERS WELLNESS	17626	VTP-020259	WELLNESS CHECKS - 9/14 & 9/26 01-17-220-72855	2,450.00
					Total :	2,450.00
204197	10/6/2023	009126 FLEMING, DAVID	102923	VTP-020203	STILT WALKER/BALLOON ANIMALS 01-35-000-72923	550.00
					Total :	550.00
204198	10/6/2023	012941 FMP	52-547884		OIL REAR AXLE - DIFF FRICTION M 60-00-000-72540 63-00-000-72540 64-00-000-72540	46.97 15.66 26.84
			52-548030		SPARK PLUG - POLICE 22A 01-17-205-72540	23.28
			52-548346		DIFF FRICTION MODIFIER - WATEF 60-00-000-72540 63-00-000-72540 64-00-000-72540	3.91 1.30 2.24
					Total :	120.20
204199	10/6/2023	018794 FORCE SCIENCE INSTITUTE LTD	FSI-29669		TUITION FOR TWO-DAY FORCE EM 01-17-220-72140	395.00
					Total :	395.00
204200	10/6/2023	017794 FOSTER & FOSTER, INC.	28554		PREPARATION OF 5/1/23 ACTUARI 01-14-000-72851	7,994.00
			28555		PREPARE 2022 PENSION MODELE 01-14-000-72851	8,000.00

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204200	10/6/2023	017794 017794 FOSTER & FOSTER, INC.	(Continued)		Total :	15,994.00
204201	10/6/2023	020274 FRAME TECH 1 LLC	39506		4 WHEEL ALIGNMENT PD 1T 01-17-205-72540	150.00
					Total :	150.00
204202	10/6/2023	004200 FRAMKE, DONNA	092223		REIM: MILEAGE TO AURORA - RIV 01-35-000-72130	64.85
					Total :	64.85
204203	10/6/2023	002877 G. W. BERKHEIMER CO., INC.	7471661		KEY PLEAT MERV8 01-26-025-72520	201.92
					Total :	201.92
204204	10/6/2023	018387 GBJ SALES, LLC	5078		MONK WIPES - MECHANIC HAND C 63-00-000-72710 64-00-000-72710 01-26-023-72710 60-00-000-72710	47.50 40.72 135.73 47.50
					Total :	271.45
204205	10/6/2023	004493 GORDON FOOD SERVICE INC.	768201712		ONIONS - HOT DOG CART FOR PD 01-14-000-72974	1.80
					Total :	1.80
204206	10/6/2023	004438 GRAINGER	9804222090		TRUFUEL 50 TO 1.2 CYCLE MIX, P 01-19-000-73540	145.78
			9851484072		MINIATURE INCANDESCENT BULB 64-00-000-72525	101.46
			9854497659		HOODED OVERALLS 60-00-000-73845 63-00-000-73845 64-00-000-73845	185.76 20.64 88.46
					Total :	542.10
204207	10/6/2023	000863 GRAPHIC SCREEN PRINTING	19285		WHITE IMPRINT NAVY LONG SLEE 01-19-000-73610	597.60

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204207	10/6/2023	000863 000863 GRAPHIC SCREEN PRINTING	(Continued)		Total :	597.60
204208	10/6/2023	021135 HART, JANELSA	Ref001441295		UB REFUND CST #00517453, REFU 60-00-000-20599	726.55
					Total :	726.55
204209	10/6/2023	019792 HEIDELBERG MATERIALS MIDWEST	42550721		BED/BACKFILL U857 THORNTON IL 60-00-000-73860 63-00-000-73860 64-00-000-73860 01-26-023-73860 70-00-000-73860	265.28 29.48 126.32 210.54 70.18
					Total :	701.80
204210	10/6/2023	018696 HENRY'S HOUSE OF DECORATED	1316	VTP-020299	PW UNIFORMS 01-26-025-73610	1,910.00
			1479		ST860 PULLOVER GREY - AL - O'H	
			1484		01-19-000-73610 RICHARDSON 172 CAP NAVY/WHIT 01-19-000-73610	50.00 28.00
					Total :	1,988.00
204211	10/6/2023	012328 HOMER INDUSTRIES	S203177		DROP CHARGE - CHIPS 9/21/23 01-26-023-72890	100.00
			S203288		DROP CHARGE - CHIPS 9/26/23 01-26-023-72890	50.00
			S203360		DROP CHARGE - CHIPS/BRUSH 9/2 01-26-023-72890	100.00
					Total :	250.00
204212	10/6/2023	004978 ILLINOIS ASSOC OF CHIEFS OF	13957		MEMBERSHIP RENEWAL - THOMA 01-17-205-72720	115.00
			13969		MEMBERSHIP RENEWAL - LAWREI 01-17-205-72720	115.00
					Total :	230.00
204213	10/6/2023	005018 IMPRIMUS FORENSIC SERVICES,LLC	1033		BIOLOGICAL & TRACE EVIDENCE : 01-17-220-72140	868.00

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204213	10/6/2023	005018	005018 IMPRIMUS FORENSIC SERVICES,LL (Continued)		Total :	868.00
204214	10/6/2023	013235	INTEGRITY SIGN COMPANY	91223	117923 50 -7" DECALS 01-26-024-73870	150.00
					Total :	150.00
204215	10/6/2023	005186	INTERSTATE BATTERY SYSTEM	30001418	M-65HC BATTERY 01-26-023-72540	123.00
				336726	UTCORE BATTERY - POLICE 2G 01-17-205-72540	76.00
				336753	UTCORE BATTERY - POLICE 2G 01-17-205-72540	62.00
				336754	DCM0026 - UTCORE BATTERY RET 01-17-205-72540	-76.00
				g	Total :	185.00
204216	10/6/2023	005251	J AND R SALES AND SERVICE INC.	7193	GRASS CUTTING BLADE 8 TOOTH, 01-26-023-73410	100.95
					Total :	100.95
204217	10/6/2023	003440	M. COOPER WINSUPPLY CO.	15923901	FAUCET 01-26-025-72520	1,040.00
				VTP-020305	Total :	1,040.00
204218	10/6/2023	013969	MAP AUTOMOTIVE OF CHICAGO	40-732055	CORE CREDIT - FORDCORE MTB C 01-26-023-72540	-16.00
				g	01-26-024-72540	-32.00
				g	01-17-205-72540	-16.00
				40-733547	2016 FORD POLICE INTERCEPTOR 01-17-205-72540	382.23
				40-733906	GASKET-INT PLENUM, SPARK PLU 01-17-205-72540	103.20
					Total :	421.43
204219	10/6/2023	020322	MASTER AUTO SUPPLY	15030-135315	CONTROL ARM PD 1T 01-17-205-72540	657.56
				15030-135473	HALOGEN SEALED BEAM - FIRE TF 01-19-000-72540	9.58

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204219	10/6/2023	020322 MASTER AUTO SUPPLY	(Continued) 15030-135483		HYDRAULIC HOSE-BULK, F1 HOSE 01-17-205-72540	12.12
			15030-135548	g	RESELLABLE RETURN - OIL FILTER 01-17-205-72540	-8.24
					Total :	671.02
204220	10/6/2023	005844 MCDONALD'S	092923		AUGUST '23 PRISONER MEALS 01-17-220-72230	369.61
					Total :	369.61
204221	10/6/2023	005645 MEADE ELECTRIC COMPANY INC.	705933		TRAFFIC SIGNAL MAINTENANCE - 01-26-024-72775	580.94
					Total :	580.94
204222	10/6/2023	006074 MENARDS	45590		ACCT# 30860355 - SPEED BREW E 01-19-000-72524	134.99
			45774		ACCT# 30860257 - 18" SMOOTH-SL 60-00-000-72520	4.54
					63-00-000-72520	4.53
					64-00-000-72520	3.90
			45777		ACCT# 30860257 - 1/4" 1-GANG MU 01-26-025-72520	25.87
			45781		ACCT# 30860257 - STORM BLASTE 01-26-025-72520	5.79
			45823		ACCT# 30860257 - 2X6-3' SPF 01-26-025-72520	2.89
			45887		ACCT# 30860257 - 4" OCT COVER I 01-26-025-72520	13.22
			45945		ACCT# 30860257 - 4X1-1/2" DRAWN 01-26-025-72520	29.22
			46011		ACCT# 30860257 - 15A/125V 3-WIR 60-00-000-72520	3.14
					63-00-000-72520	3.14
					64-00-000-72520	2.69
					60-00-000-73410	100.79
					63-00-000-73410	11.20

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204222	10/6/2023	006074 MENARDS	(Continued)			
			46023		64-00-000-73410	48.00
					ACCT# 30860257 - 1/2HP CAST IRO	
					60-00-000-73410	-100.79
					63-00-000-73410	-11.20
					64-00-000-73410	-48.00
			46024		ACCT# 30860257 - 3/4HP SS/CI SUM	
					60-00-000-72520	68.25
					63-00-000-72520	68.25
					64-00-000-72520	58.49
					Total :	428.91
204223	10/6/2023	020938 MIDWEST MECHANICAL GROUP LLC	112140803		PREVENTATIVE MAINT - VILLAGE H	
					01-26-025-72520	2,629.62
			112145590		PREVENTATIVE MAINT - WATER PL	
					60-00-000-72750	161.79
					63-00-000-72750	161.79
					64-00-000-72750	138.69
			112145591		CHECKED EXHAUST FAN WHEEL -	
					60-00-000-72750	146.30
					63-00-000-72750	146.30
					64-00-000-72750	125.40
			MC0000129593		PREVENTATIVE MAINTENANCE PE	
					60-00-000-72750	163.47
					63-00-000-72750	163.47
					64-00-000-72750	140.11
			MC0000129594		PREVENTATIVE MAINT - WATER PL	
					60-00-000-72750	220.08
					63-00-000-72750	220.08
					64-00-000-72750	188.64
			MC0000129745	VTP-020111	HVAC, VENTILATION AND REFRIGE	
					01-26-025-72790	933.72
			MC0000129746	VTP-020111	HVAC, VENTILATION AND REFRIGE	
					01-26-025-72790	647.38
			MC0000130860	VTP-020111	HVAC, VENTILATION AND REFRIGE	
					01-26-025-72790	647.38

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204223	10/6/2023	020938	020938 MIDWEST MECHANICAL GROUP LL (Continued)		Total :	6,834.22
204224	10/6/2023	005856	MONROE TRUCK EQUIPMENT, INC.		VALVE, 2-WAY BALL TYPE, 3/4" FNF 01-26-023-72540	83.94
			341742		VALVE, STUBBY, POLY, 2" MNPTX2 01-26-023-72540	91.30
			341819		RETURN: VALVE, 3 WAY BALL TYP 01-26-023-72540	-83.94
					Total :	91.30
204225	10/6/2023	013264	MULTISTATE TRANSMISSIONS		TRANSMISSION REBUILD	
			5719	VTP-020282	01-17-205-72540	2,620.00
					01-17-205-72540	1,964.98
					Total :	4,584.98
204226	10/6/2023	008534	NAVAS, DINA		REIM: CHILD SAFETY SEAT TECHN	
			100323		01-17-215-72140	55.00
					Total :	55.00
204227	10/6/2023	015723	NICOR		ACCT#06821610000 METER 276933	
			06821610000		60-00-000-72511	18.99
					63-00-000-72511	18.99
					64-00-000-72511	16.28
			12213610004		ACCT#12213610004 METER#503133	
					01-26-025-72511	194.75
					Total :	249.01
204228	10/6/2023	015811	NSN EMPLOYER SERVICES, INC.		UNEMPLOYMENT TPA ADMINISTAT	
			9557	VTP-020224	01-14-000-72445	581.37
					Total :	581.37
204229	10/6/2023	006475	PARK ACE HARDWARE		CUST#9404 - PROTECTANT ARMOR	
			071402		01-19-000-73580	1,078.94
					01-19-000-73585	425.15
					01-19-000-73870	297.86
			071441/1		CUST# 89143 - CORNER BRACE 1.1	
					01-26-025-73410	16.92
			071473/1		CUST# 89143 - EMT CONDUIT 1/2"	

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204229	10/6/2023	006475 PARK ACE HARDWARE	(Continued)		01-26-025-72520	7.19
			71443/1		CUST# 89143 - HASP FXD SAFETY	
			71449/1		01-26-025-73410	7.98
					CUST# 891431 - 12" LONG SCRAPE	
					60-00-000-73410	6.04
					63-00-000-73410	0.67
					64-00-000-73410	2.87
					Total :	1,843.62
204230	10/6/2023	006499 PITNEY BOWES INC	1023953215		ACCT#0012198182 BILLING 10/16/23	
					01-14-000-72750	75.00
					60-00-000-72750	75.00
					Total :	150.00
204231	10/6/2023	006545 PRECISION CARTRIDGE INC.	2522	VTP-019220	AMMUNITION - 223 REM/55GR	
					01-17-220-73760	6,820.00
					Total :	6,820.00
204232	10/6/2023	006850 QUILL CORPORATION	34910393		2024 HOD LAM WALL CALENDAR Y	
					01-35-000-73110	35.69
					Total :	35.69
204233	10/6/2023	018454 R.C.WEGMAN CONSTRUCTION CO	2023-23-5	VTP-020329	PRECONSTRUCTION-OWNERS RE	
					30-00-000-75905	16,812.50
					Total :	16,812.50
204234	10/6/2023	006361 RAY O' HERRON CO INC	2296706		NEW CSO FRANK VITAL - UNIFORM	
			2297924		01-17-220-73610	1,175.70
					C50 FIRST RESPONDER KIT MED, I	
					01-17-220-73610	731.48
					Total :	1,907.18
204235	10/6/2023	012095 RECORD A HIT INC	232083.	VTP-020196	BOUNCE HOUSES FOR BOO BASH	
					01-35-000-72923	1,145.00
					Total :	1,145.00
204236	10/6/2023	017584 RELADYNE	1505010-IN		OIL - DMX SB 5W20 BU	

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204236	10/6/2023	017584 RELADYNE	(Continued)			
				VTP-020308	01-17-205-73535	1,106.73
				VTP-020308	01-19-020-73535	143.11
				VTP-020308	01-21-000-73535	124.03
				VTP-020308	01-26-023-73535	181.27
				VTP-020308	01-26-024-73535	95.41
				VTP-020308	01-33-300-72540	57.25
				VTP-020308	60-00-000-72540	100.18
				VTP-020308	63-00-000-72540	33.39
				VTP-020308	64-00-000-72540	66.78
					Total :	1,908.15
204237	10/6/2023	006874 ROBINSON ENGINEERING CO. LTD.	23090167		19-R0285.03 PROFENGINEERING S	
				VTP-020330	30-00-000-75905	138,600.00
			23090374		19-R0285.05 ENVIRONMENTAL TES	
				VTP-020131	27-00-000-72840	8,700.00
			23090378		23-R0055 TP MISC ENGINEERING I	
					01-26-023-72840	1,830.75
			23090379		23-R0524 - TP POST 2 METER REP	
					60-00-000-72840	5,488.50
					63-00-000-72840	5,488.50
					Total :	160,107.75
204238	10/6/2023	019092 RORY GROUP, LLC	4089		BUSINESS CONSULTING OCTOBER	
					01-11-000-72790	3,500.00
					Total :	3,500.00
204239	10/6/2023	007091 SAFETY KLEEN SYSTEMS, INC.	92688937		ICE BREAKER WINER -4, BULK	
					01-17-205-72750	49.15
					60-00-000-72750	11.47
					63-00-000-72750	11.47
					64-00-000-72750	9.83
					01-26-023-72750	32.77
					01-26-024-72750	16.38
					01-33-000-72750	32.77
					Total :	163.84

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204240	10/6/2023	018104 SBA STEEL,LLC	IN14070741		TOWER SITE RENT #IL46494-A-03 64-00-000-72631 01-17-205-72631 01-19-000-72631 63-00-000-72631 60-00-000-72631	288.56 577.12 480.92 288.56 288.56
					Total :	1,923.72
204241	10/6/2023	007453 SERVICE SANITATION, INC.	8564204		PORTABLE TOILETS FOR FARMER 01-35-000-72923	291.00
			8667772		TUESDAY NIGHT CRUISE NIGHT - F 01-35-000-72923	150.00
					Total :	441.00
204242	10/6/2023	020680 SPEEDWAY LLC	3000011824		SEPTEMBER '23 PD CAR WASH 01-17-205-72540	243.00
					Total :	243.00
204243	10/6/2023	020898 STANTEC CONSULTING SERVICES	2138984	VTP-019984	J187321803 - STORMWATER MAIN 65-00-000-72591	39,719.00
					Total :	39,719.00
204244	10/6/2023	012238 STAPLES BUSINESS ADVANTAGE	3548157053		CORRECTION TAPE 18CT, TAPE CO 01-14-000-73110	96.48
			3548157056		STYLUS PEN CF 01-17-205-73110	15.59
			3548157057		8IN TITANIUM STRT SCISSOR 3PK, 01-17-205-73110	160.90
					Total :	272.97
204245	10/6/2023	018878 SUPERION LLC	390445	VTP-020341	ONESOLUTION NEXTGEN 911 INTE 01-21-210-72655	2,539.92
					Total :	2,539.92
204246	10/6/2023	007297 SUTTON FORD INC./FLEET SALES	588582		THROTTLE BODY,GASKET PD 12A 01-17-205-72540	109.41
			588889		SPACER,SEAL WATER UNIT 87	

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204246	10/6/2023	007297 SUTTON FORD INC./FLEET SALES	(Continued)		60-00-000-72540	76.31
					63-00-000-72540	25.44
					64-00-000-72540	43.61
			588955		KIT, SEAL, GASKET FOR POLICE #	
					01-17-205-72540	57.51
					Total :	312.28
204247	10/6/2023	020985 TAYLOR MEDIA	60023258410		AD PLACED ON 9/1/23 - TINLEY PA	
					01-35-100-72983	250.00
			88322496570		AD PLACED ON 8/4/23 FOR VILLAG	
					01-35-100-72983	250.00
					Total :	500.00
204248	10/6/2023	021185 TEXA GROUP INC	100423		REIMBURSE FOR ELECTRICAL CO	
					01-14-000-79010	50.00
					Total :	50.00
204249	10/6/2023	018729 THE GREAT BOODINI	102923		MAGIC SHOW FOR BOO BASH	
				VTP-020204	01-35-000-72923	650.00
					Total :	650.00
204250	10/6/2023	018264 THE LAKOTA GROUP, INC.	23017.01-01		23017.01 PROFESSIONAL LANDSC	
				VTP-020331	30-00-000-75905	7,550.00
					Total :	7,550.00
204251	10/6/2023	007777 THOMPSON ELEVATOR INSPECTION	23-2318		4 ELEVATOR CODE INSPECTIONS	
					01-33-300-72853	114.00
					01-26-025-72790	38.00
					Total :	152.00
204252	10/6/2023	014854 THOMSON REUTERS-WEST PYMNT CTI	848736928		CLEAR LAW ONLINE/SOFTWARE S	
					01-17-225-72852	237.57
			848896521		CLEAR LAW ONLINE/SOFTWARE S	
					01-17-225-72852	237.57
					Total :	475.14
204253	10/6/2023	018160 TINLEY PARK BOWLING LANES INC	3158		WATER RESTORATION - WATER M	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
204253	10/6/2023	018160 TINLEY PARK BOWLING LANES INC	(Continued)		60-00-000-72745	10,643.00
					Total :	10,643.00
204254	10/6/2023	004490 TINLEY PARK POLICE DEPT	092923		PETTY CASH DEPT MEETING, SEN	
					01-17-215-72170	50.00
					01-17-225-73600	16.43
					01-17-215-72340	5.76
					01-17-205-72170	51.54
					01-17-220-73600	56.87
					01-17-215-72220	33.70
					Total :	214.30
204255	10/6/2023	008040 UNDERGROUND PIPE & VALVE CO	063209		WESTERN REPAIR LID, CURB BOX	
					60-00-000-73630	652.05
					63-00-000-73630	72.45
					64-00-000-73630	310.50
					Total :	1,035.00
204256	10/6/2023	002176 UNITED STATES POSTAL SERVICE	092923		OCTOBER '23 WATER BILLS	
					60-00-000-72110	2,595.19
					64-00-000-72110	1,112.22
					Total :	3,707.41
204257	10/6/2023	010579 UNIVERSITY OF ILLINOIS	UPI11898		ACCT# @00872964 POLICE TACTIC	
			UPI11912		01-17-220-72140	500.00
					ACCT# @00872964 - ARREST & CC	
					01-17-220-72140	525.00
					Total :	1,025.00
204258	10/6/2023	021063 USSI RENTALS INC	S2059		DRAWER SLIDE - ELECTRICAL UNI	
					01-26-024-72540	222.71
					Total :	222.71
204259	10/6/2023	008095 VISSERS COLLISION CENTER	160004755	VTP-020321	REPAIR TO SQUAD 7S	
					01-17-205-72540	3,211.57
					Total :	3,211.57

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
204260	10/6/2023	013263 WEST SIDE TRACTOR SALES	H00032		REPAIR TO UNIT #115 (BACKHOE)	
				VTP-020326	01-26-023-72530	4,374.09
					Total :	4,374.09
102	Vouchers for bank code : apbank					Bank total : 1,815,107.02

Bank code : ipmq

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
4700	10/3/2023	018837	INSURANCE PROGRAM MANAGERS GR 2104 2107 2008		PAYEE-GENEX SERVICES, LLC	
					63-00-000-72542	1.29
					60-00-000-72542	6.33
					64-00-000-72542	3.45
					01-14-000-72542	31.64
					60-00-000-72542	7.37
					63-00-000-72542	1.40
					64-00-000-72542	3.76
					63-00-000-72542	1.21
					64-00-000-72542	3.23
					60-00-000-72542	7.19
					63-00-000-72542	1.37
					64-00-000-72542	3.66
					60-00-000-72542	7.34
					63-00-000-72542	1.40
					64-00-000-72542	3.74
					60-00-000-72542	18.02
					63-00-000-72542	3.43
					64-00-000-72542	9.20
					60-00-000-72542	6.76
					Total :	121.79
4701	10/3/2023	018837	INSURANCE PROGRAM MANAGERS GR 210731W002		PAYEE-ALIGN NETWORKS INC	
					60-00-000-72542	141.74
					63-00-000-72542	27.00
					64-00-000-72542	72.32
					Total :	241.06
4702	10/3/2023	018837	INSURANCE PROGRAM MANAGERS GR 191105W030		PAYEE-PETERSON JOHNSON & ML	
					01-14-000-72542	6,213.50
					Total :	6,213.50
4703	10/3/2023	018837	INSURANCE PROGRAM MANAGERS GR 200219W023		PAYEE-PETERSON JOHNSON & ML	
					01-14-000-72542	107.50
					Total :	107.50
4704	10/3/2023	018837	INSURANCE PROGRAM MANAGERS GR 210902W013		PAYEE-PETERSON JOHNSON & ML	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
4704	10/3/2023	018837	INSURANCE PROGRAM MANAGERS GR (Continued)		01-14-000-72542	516.00
					Total :	516.00
4705	10/3/2023	018837	INSURANCE PROGRAM MANAGERS GR 211022W021		PAYEE-PETERSON JOHNSON & ML 01-14-000-72542	1,913.50
					Total :	1,913.50
4706	10/3/2023	018837	INSURANCE PROGRAM MANAGERS GR 220112W046		PAYEE-PETERSON JOHNSON & ML 01-14-000-72542	709.50
					Total :	709.50
4707	10/3/2023	018837	INSURANCE PROGRAM MANAGERS GR 210421W008		PAYEE-VILLAGE OF TINLEY PARK 01-14-000-72542	1,704.52
					Total :	1,704.52
4708	10/3/2023	018837	INSURANCE PROGRAM MANAGERS GR 210731W002-1		PAYEE-VILLAGE OF TINLEY PARK 60-00-000-72542 63-00-000-72542 64-00-000-72542	961.09 183.06 490.35
					Total :	1,634.50
9 Vouchers for bank code : ipmq						Bank total : 13,161.87
111 Vouchers in this report						Total vouchers : 1,828,268.89

Bank code : ipmq

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
<div>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.</div> <div>In witness thereof, the Village President and Clerk of the Village of Tinley Park, hereunto set their hands.</div> <div><div></div><div>Village President</div><div></div><div>Village Clerk</div><div></div><div>Date</div></div>						

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
101223	10/12/2023	013707 CHICAGO TITLE & TRUST	101223		LAND BANK PURCH OF 7050-7068 30-00-000-75906	100,482.00
					Total :	100,482.00
204262	10/13/2023	002734 AIR ONE EQUIPMENT, INC	198701	VTP-020288	BLOWHARD FAN 20" HIGH FLOW J 01-19-000-72530	3,995.00
					01-19-000-72530	135.00
					Total :	4,130.00
204263	10/13/2023	002856 AIRY'S, INC	28218	VTP-020124	PAY REQ#4 LAGRANGE ROAD WA1 26-00-000-75708	43,605.00
					Total :	43,605.00
204264	10/13/2023	020478 ALLAN, AHMAD	100323		REIM: LUNCH AT OPIOIDS & FENT, 01-17-220-72140	15.00
					Total :	15.00
204265	10/13/2023	002682 AMERICAN LEGAL PUBLICATION	27057		JULY 2023 S-37 EDITING 01-13-000-72791	700.00
			27109		JULY 2023 S-37 FOLIO/INTERNET E 01-13-000-72791	48.75
					Total :	748.75
204266	10/13/2023	010026 ANDERSON PUMP SERVICE	091523-05		SERVICE 9/15, CONSUMABLE, FUE 01-26-025-72530	672.65
			091823-25		SERVICE 9/18, CONSUMABLE, FUE 01-26-025-72530	134.50
			091823-25-1		CONTAMINATED WATER REMOVAL 01-26-025-72530	1,207.50
					Total :	2,014.65
204267	10/13/2023	002665 APPLE CHEVROLET	402164		2001 TAHOE PART 15708750 TUBE 01-21-000-72540	122.09
					Total :	122.09
204268	10/13/2023	014936 AQUAMIST PLUMBING & LAWN	125237		WINTERIZATION VH -IRRIGATION,	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
204268	10/13/2023	014936 AQUAMIST PLUMBING & LAWN	(Continued)			
			125243	VTP-020173	01-26-025-72790 FIRE#49 WINTERIZATION IRRIGATI	408.00
			125263	VTP-020173	01-26-025-72790 PD WINTERIZATION IRRIGATION, I	320.00
				VTP-020173	01-26-025-72790	464.00
					Total :	1,192.00
204269	10/13/2023	021195 ARCOS ENVIRONMENTAL	Ref001441931		UB Refund Cst #00484621 60-00-000-20599	17.75
					Total :	17.75
204270	10/13/2023	003166 B & J TOWING AND AUTO REPAIR	23480		SAFETY INSPECTION 9/18/23 60-00-000-72266 63-00-000-72266 64-00-000-72266 01-26-024-72266 01-26-023-72266	18.55 18.55 15.90 33.00 210.00
					Total :	296.00
204271	10/13/2023	012372 B & K EQUIPMENT COMPANY	0000456862		EMERGENCY REPAIR - TROUBLES 01-26-025-72530	653.00
					Total :	653.00
204272	10/13/2023	003359 BACKFLOW SOLUTIONS INC	8530		VTP CROSS CONNECTION CONTR 60-00-000-72790	3,158.71
					Total :	3,158.71
204273	10/13/2023	010953 BATTERIES PLUS - 277	P66364620		BATTERY FOR U.P.S. AT OPA STAT 01-26-025-72520	66.30
					Total :	66.30
204274	10/13/2023	002974 BETTENHAUSEN CONSTRUCTION SERV	230095		REMOVAL OF SPOILS ETC, FROM 01-26-023-72890 60-00-000-73681 63-00-000-73681 64-00-000-73681	300.00 441.00 49.00 210.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
204274	10/13/2023	002974 BETTENHAUSEN CONSTRUCTION SERV	(Continued) 230098		VTP2341 REMOVAL OF SPOILS ET 01-26-023-72890 60-00-000-73681 63-00-000-73681 64-00-000-73681	337.50 496.13 55.13 236.24
					Total :	2,125.00
204275	10/13/2023	003304 CARLIN-MORAN LANDSCAPE INC	6655		LAWN MAINTENANCE 16851 HARLI 01-33-300-72744	900.00
					Total :	900.00
204276	10/13/2023	003243 CDW GOVERNMENT INC	MD28707		RAM 1.5 BALL MOUNT W/2 2.5 BAS 01-16-000-74128	605.52
					Total :	605.52
204277	10/13/2023	021198 CESARIO INSURANCE AGENCY INC	Ref001441934		UB Refund Cst #00517857 60-00-000-20599	13.90
					Total :	13.90
204278	10/13/2023	015199 CHICAGO PARTS & SOUND LLC	1-0388015 2J0004455 3-0058117		SENSOR FRONT - STREET #49 01-26-023-72540 XCEL SIREN WITH LIGHT,GUN LOC 01-17-205-72540 ROTOR FRT BR, SET RR BRAKES - 01-17-205-72540	88.05 399.00 289.83
					Total :	776.88
204279	10/13/2023	017349 CHICAGO STREET CCDD, LLC	25047 25090		DUMP FEE 9/19/23 01-26-023-72890 DUMP FEE 9/26/23 & 9/28/23 01-26-023-72890	320.00 240.00
					Total :	560.00
204280	10/13/2023	013820 CINTAS CORPORATION	4169941421 4170178829		MATS - VH 01-26-025-72790 MATS - PW	268.25

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
204280	10/13/2023	013820 CINTAS CORPORATION	(Continued)		01-26-025-72790	440.21
					Total :	708.46
204281	10/13/2023	020527 CITY ESCAPE GARDEN & DESIGN	12400	VTP-019983	MOWING SEPT'23 01-26-023-72881	38,307.09
					Total :	38,307.09
204282	10/13/2023	017298 COMCAST BUSINESS	183970794		ACCT 930890410 VILLAGE HALL FII 01-16-000-72125	1,981.10
					Total :	1,981.10
204283	10/13/2023	012057 COMCAST CABLE	8771401810170142		ACCT#8771401810170142 16250 OF 01-16-000-72125	239.85
					Total :	239.85
204284	10/13/2023	018311 CONNECTION	74458275		FIRE TABLETS - IPAD 10TH GE 01-16-000-74128	131.12
			74495350		VH- POWER STRIPS 01-16-000-74128	68.28
			74501058		VH-HR TONER BLACK 01-16-000-74128	167.88
			74504882		VH - IPHONE ACCESSORIES 01-16-000-74128	366.80
			74509032		PS- DISPLAY CABLE 01-16-000-74128	19.33
			74513424		PS - 911 TONER 2 PACK HIGH Y 01-16-000-74128	378.87
			74525398		IT- TRANSCEIVERS - 4 TOTAL 01-16-000-74128	165.04
			74595538		PW - TONER 60-00-000-73110	21.98
					63-00-000-73110	2.44
					64-00-000-73110	10.47
					01-26-023-73110	34.89
					01-26-024-73110	17.44

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204284	10/13/2023	018311	018311 CONNECTION		(Continued)	Total : 1,384.54
204285	10/13/2023	012410	CONSERV FS, INC.	66055699	CONVERS FS SUNNY GLAMOUR C 60-00-000-73680	216.86
					63-00-000-73680	24.10
					64-00-000-73680	103.26
				66055741	CONVERS FS SUNNY GLAMOUR C 60-00-000-73680	250.41
					63-00-000-73680	27.82
					64-00-000-73680	119.24
				66056078	STRAW BLANKET, 13-13-13 AM CO 60-00-000-73680	169.29
					63-00-000-73680	18.81
					64-00-000-73680	80.62
				B0010515174	FILL AT NEW PUMPS - POST #5 DX 60-00-000-73545	1,429.61
					63-00-000-73545	357.40
					64-00-000-73545	765.87
					Total :	3,563.29
204286	10/13/2023	003635	CROSSMARK PRINTING, INC	92510	OPEN HOUSE BUILDING BANNER - 01-19-020-72310	372.00
				92720	BUSINESS CARD H.TRINIDAD 01-17-205-72310	41.95
					Total :	413.95
204287	10/13/2023	011236	DAJANI, OSAMAH	100323	REIM: LUNCH AT OPIOIDS & FENT, 01-17-220-72140	15.00
					Total :	15.00
204288	10/13/2023	004009	EAGLE UNIFORM CO INC	INV-17334	SERVICE STARS 1 SILVER, 2 SILVE 01-19-000-73610	175.50
				INV-17341	SHIRT, PANTS, HORT LAN, TPFDFI 01-19-000-73610	313.00
				INV-17570	6" TAILGRIP TACTICAL WATERPRO 01-19-000-73610	382.00
					Total :	870.50

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
204289	10/13/2023	004111 EJ USA. INC	110230071407		SEWER FRAME - 1020AGS HD TINI	
				VTP-020304	64-00-000-73800	8,266.70
			110230071407.		SANITARY SEWER LIDS - 10327 UN	
				VTP-020174	64-00-000-73800	14,895.50
					Total :	23,162.20
204290	10/13/2023	011176 ELEMENT GRAPHICS & DESIGN, INC	21471		POLICE GRAPHIC KITS - SIDE STR	
					01-17-205-72540	1,431.62
			21672		VINYL GRAPHICS - MC360-1, MC36	
					01-17-205-72540	45.68
			21712		VINYL GRAPHICS - UNIT NUMBERS	
					01-17-205-72540	30.04
					Total :	1,507.34
204291	10/13/2023	020508 ENTERPRISE FLEET MANAGEMENT	FBN4855143		OCT '23 ENT FLT MGMNT 27D4GL,	
					30-00-000-96141	526.37
					30-00-000-74223	14,293.00
					30-00-000-96142	360.70
					01-19-000-72863	63.01
					30-00-000-96141	542.29
					30-00-000-74223	20,910.00
					30-00-000-96142	384.42
					01-19-000-72863	64.62
					30-00-000-96141	526.37
					30-00-000-74223	14,293.00
					30-00-000-96142	357.91
					01-19-000-72863	62.30
					Total :	52,383.99
204292	10/13/2023	020508 ENTERPRISE FLEET MANAGEMENT	FBN4850879		OCT '23 63E, 16S, 26Z7QC, 26Z7TL	
					30-00-000-96141	425.20
					30-00-000-96142	202.43
					01-26-024-72863	35.72
					30-00-000-96141	426.70
					30-00-000-96142	196.92
					01-26-023-72863	35.72
					60-00-000-96142	129.84

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
204292	10/13/2023	020508 ENTERPRISE FLEET MANAGEMENT	(Continued)			
					60-00-000-72863	44.15
					30-00-000-96142	150.37
					01-26-023-72863	39.97
					60-00-000-20201	372.18
					60-00-000-96142	112.10
					60-00-000-72863	42.02
					60-00-000-20201	325.08
					60-00-000-74220	2,195.77
					60-00-000-96142	201.75
					60-00-000-72863	46.73
					60-00-000-96142	128.81
					60-00-000-72863	43.80
					60-00-000-20201	322.47
					60-00-000-74220	2,195.77
					60-00-000-96142	200.13
					60-00-000-72863	46.35
					60-00-000-20201	500.25
					60-00-000-96142	178.65
					60-00-000-72863	43.28
					30-00-000-96141	381.92
					30-00-000-96142	218.02
					01-26-023-72863	35.73
					01-26-023-72860	31.10
					30-00-000-96141	383.22
					30-00-000-96142	182.82
					01-26-023-72863	32.43
					60-00-000-20201	372.18
					60-00-000-96142	112.10
					60-00-000-72863	42.03
					30-00-000-96141	449.97
					30-00-000-96142	166.25
					01-12-000-72863	43.09
					01-12-000-72130	3.75
					30-00-000-96141	414.55
					Total :	11,511.32

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
204293	10/13/2023	020508 ENTERPRISE FLEET MANAGEMENT	FBN4855139		OCT '23 ENT FLT MGMNT 26Z7V8 (2	
					30-00-000-96141	161.68
					30-00-000-96142	134.86
					01-33-000-72863	46.88
					30-00-000-96141	319.51
					30-00-000-74232	1,705.77
					30-00-000-96142	200.10
					01-33-000-72863	46.35
					30-00-000-96141	161.17
					30-00-000-96142	134.43
					01-33-000-72863	46.73
					30-00-000-96141	322.07
					30-00-000-74222	1,705.77
					30-00-000-96142	201.75
					01-33-000-72863	46.73
					Total :	5,233.80
204294	10/13/2023	020508 ENTERPRISE FLEET MANAGEMENT	FBN4850817		OCT '23 ENT FLT MGMNT 2D, 26SLD	
					30-00-000-96141	381.96
					30-00-000-96142	170.06
					01-17-205-72863	31.85
					30-00-000-96141	407.09
					30-00-000-96142	232.68
					01-17-205-72863	38.46
					30-00-000-96141	441.19
					30-00-000-96142	173.20
					01-17-205-72863	42.93
					30-00-000-96141	399.36
					30-00-000-96142	228.33
					01-17-205-72863	37.73
					30-00-000-96141	405.34
					30-00-000-96142	212.66
					01-17-205-72863	37.73
					Total :	3,240.57
204295	10/13/2023	020508 ENTERPRISE FLEET MANAGEMENT	FBN4865940		OCT '23 ENT FLT MGMNT 26SLDC (
					30-00-000-96141	440.98

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
204295	10/13/2023	020508 ENTERPRISE FLEET MANAGEMENT	(Continued)			
					30-00-000-96142	269.48
					01-26-024-72863	42.17
					Total :	752.63
204296	10/13/2023	020508 ENTERPRISE FLEET MANAGEMENT	FBN4865968		OCT '23 ENT FLT MGMNT 680	
					30-00-000-96141	393.97
					30-00-000-96142	202.14
					01-21-000-72863	34.18
					Total :	630.29
204297	10/13/2023	020246 FIFTH THIRD BANK	083123		****2177 POP, CANDY (VENDING), I	
					01-26-025-73580	19.98
					01-14-000-73115	324.10
			083123		****2177 RECERTIFICATION FOR G	
					60-00-000-72140	236.25
					63-00-000-72140	236.25
					64-00-000-72140	202.50
			083123		****2177 2023 APA-IL STATE CONFE	
					01-33-310-72170	40.00
			083123.		****2177 RECERTIFICATION FOR EI	
					60-00-000-72140	376.25
					63-00-000-72140	376.25
					64-00-000-72140	322.50
			090123		****2177 CUTLERY	
					60-00-000-73115	2.10
					63-00-000-73115	2.10
					64-00-000-73115	1.80
					01-26-023-73115	6.00
					01-26-024-73115	2.99
					01-17-205-73315	119.81
			090523		****2177 CHICAGO TRIBUNE MONT	
					01-35-000-72720	34.00
			090623		****2177 BENCH ARTIST AWARDS	
					01-35-000-72923	225.00
			090623		****2177 OKTOBERFEST DOOR PR	
					01-41-056-72954	200.00

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204297	10/13/2023	020246 FIFTH THIRD BANK	(Continued)			
			090723		01-41-056-72937	170.09
					****2177 PAPER TOWEL, FORKS, P	
					60-00-000-73115	7.26
					63-00-000-73115	7.26
					64-00-000-73115	6.23
					01-26-023-73115	20.77
					01-26-024-73115	10.38
					01-26-025-73580	374.12
			090823		****2177 RETIREMENT PICNIC SUP	
					01-19-000-72974	343.67
			091123		****2177 SENIOR BUS STAFF	
					01-11-000-72220	32.27
			091223		****2177 SENIOR LUNCHEON 0913	
					01-11-000-72220	240.26
			091323		****2177 WATER AT EMA GARAGE F	
					01-21-000-72220	11.94
			091323		****2177 EEC - SIGNS AND SIGN M	
					01-41-044-73830	-17.96
			091323.		****2177 CANDY FOR BOO BASH	
					01-35-000-72923	240.30
			091423		****2177 BREAKFAST TRAY, COOKI	
					01-26-023-72220	40.96
			091423		****2177 VILLAGE MANAGERS/ATT	
					01-11-000-72220	83.38
			091523		****2177 SENIOR SERVICE EVENT	
					01-42-000-72954	261.12
			091923		****2177 IATAI MEMBERSHIP DUES	
					01-17-205-72720	45.00
			091923.		****2177 IATAI MEMBERSHIP DUES	
					01-17-205-72720	45.00
			091923..		****2177 IATAI MEMBERSHIP DUES	
					01-17-205-72720	45.00
			091923...		****2177 PEDESTRIAN CRASH INV	
					01-17-220-72140	325.00
			091923....		****2177 PEDESTRIAN CRASH INV	
					01-17-220-72140	325.00

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204297	10/13/2023	020246 FIFTH THIRD BANK	(Continued)			
			091923.....		****2177 PEDESTRIAN CRASH INV/	
					01-17-220-72140	325.00
			091923.....		****2177 PEDESTRIAN CRASH INV/	
					01-17-220-72140	325.00
			091923.....		****2177 2023 IATAI CONFERNCE -	
					01-17-205-72170	425.00
			091923.....		****2177 IATAI CONFERENCE - B B	
					01-17-205-72170	425.00
			091923.....		****2177 IATAI CONFERENCE - L S,	
					01-17-205-72170	425.00
			091923.....		****2177 IATAI CONFERENCE - A A	
					01-17-205-72170	425.00
			092023		****2177 FARMERS MARKET	
					01-35-000-72923	17.96
			092123		****2177 POSTAGE HEALTHCARE S	
					01-14-000-72110	57.50
			092223		****2177 SENIOR BUS STAFF	
					01-11-000-72220	82.51
			092223		****2177 POLICE DOG FOOD	
					01-17-220-72240	85.99
			092523		****2177 HOT DOGS, BUNS AND PL	
					01-14-000-72974	52.01
			092623		****2177 FARMERS MARKET	
					01-35-000-72923	11.25
			092623		****2177 PW SNOW SEMINAR	
					01-26-023-72220	102.07
			092623		****2177 HOT DOGS, BUNS, PICKLE	
					01-17-205-72974	138.40
			092623		****2177 PROMOTING	
					01-35-000-72923	150.00
			092623		****2177 FD ANNUAL POSTER PICKN	
					01-19-020-72220	149.71
			092823		****2177 HOSPITALITY BUSINESS V	
					01-35-100-73870	85.80
			094832		****2177 WATER	
					01-21-000-72220	11.94

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204297	10/13/2023	020246 FIFTH THIRD BANK	(Continued) 1029720		****2177 ONLINE COURSE J. ROGGE 01-21-210-72140	466.00
			111-0400915-6687468		****2177 DISPOSABLE COFFEE CU 01-41-056-72937	167.92
					01-41-056-72954	41.98
			111-3133337-7157002		****2177 FILE FOLDERS 01-12-000-73110	34.04
			111406338RS	VTP-020346	****2177 60" WIDE REFRIGERATOR 30-00-000-75909	2,075.00
			111-4980344-1028257		****2177 NOTEBOOKS 01-12-000-73110	26.56
			111-6878084-2114623		****2177 DISPOSABLE CUTLERY 01-41-056-72937	389.58
					01-41-056-72954	97.39
			111-7206747-3748201		****2177 EXPANDING DESK FILE 01-12-000-73110	32.37
			111-8349089-6995418		****2177 FIBER PATCH CABLE 60-00-000-75812	36.66
			112-2721833-1525040		****2177 GEL PENS 60-00-000-73110	14.72
					63-00-000-73110	1.63
					64-00-000-73110	7.01
					01-26-023-73110	23.38
					01-26-024-73110	11.73
			112-3642792-9213831		****2177 MILWAUKEE TOOL 01-26-023-73410	83.99
					60-00-000-73410	52.91
					63-00-000-73410	5.88
					64-00-000-73410	25.21
			112-8079575-8614661		****2177 AIR PURIFIERS 01-17-205-73600	189.99
			113-2968909-1257060		****2177 MONTHLY PLANNERS 01-19-000-73110	119.88
			113-2968909-1257060		****2177 WEEKLY PLANNERS 01-19-000-73110	-99.90
			113-3074478-0791402		****2177 PAPER CLIPS, MONTHLY F	

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204297	10/13/2023	020246 FIFTH THIRD BANK	(Continued)			
			113-5333199-3877032		01-19-000-73110 ****2177 EXAM GLOVES	41.70
			113-6146715-1828227		01-41-056-72937 ****2177 TOOL BOX CLAMPS, SAFE	58.90
			113-9696246-9445016		01-21-000-72530 ****2177 CONNECTOR RF COAX C/	147.34
			114-0910498-8073050		60-00-000-75812 ****2177 FEATHER DUSTER	55.37
			114-1055732-2783456		01-26-025-73580 ****2177 KEY CHAIN RING CONNEC	16.98
			114-1149449-1607421		01-26-025-73840 ****2177 CLEAN WATER PUMP	21.55
					60-00-000-72530	33.59
					63-00-000-72530	11.20
					64-00-000-72530	19.19
			114-1170538-9349865		****2177 VACUUM CLEANER BAGS	
			114-1172923-7630640		01-26-025-73580 ****2177 THUMB TACKS	83.94
					60-00-000-73110	15.77
					63-00-000-73110	1.75
					64-00-000-73110	7.51
					01-26-023-73110	25.03
					01-26-024-73110	12.52
			114-2176555-5213829		****2177 WIRELESS PRINTER	
			114-2225769-1067427		01-16-000-74128 ****2177 NOTEPADS	350.94
			114-2642565-9073834		01-12-000-73110 ****2177 MOP HEAD/HANDLE REPL	41.74
			114-2835463-7244267		01-26-025-73580 ****2177 MONTHLY PLANNERS	42.90
			114-3164861-6711469		01-19-000-73110 ****2177 PACKING TAPE	107.34
					01-35-000-73110	13.79
					01-35-100-73870	26.99
			114-3793818-2129816		****2177 WALL CLOCK	
					01-26-025-72520	29.18

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204297	10/13/2023	020246 FIFTH THIRD BANK	(Continued)			
			114-4075870-6976225	VTP-020275	****2177 DOOR CLOSURE 01-26-025-72520	658.90
			114-4458487-6320221		****2177 UNDER DESK WALKING P 01-19-000-72524	199.99
			114-5392333-9821025		****2177 GAFFERS TAPE 01-16-000-74128	79.27
			114-6263748-6084232		****2177 GARAGE DOOR SEAL STF 01-26-025-72520	43.90
			114-7366022-3831463		****2177 CORDLESS TOOL BATTER 01-26-023-73410	55.00
					63-00-000-73410	3.85
					64-00-000-73410	16.50
					60-00-000-73410	34.65
			114-7366022-3831463		****2177 CORDLESS TOOL BATTER 01-26-023-73410	-55.00
				G	60-00-000-73410	-34.65
				G	63-00-000-73410	-3.85
				G	64-00-000-73410	-16.50
			114-8512733-2206665		****2177 PRINTER 01-16-000-74128	206.98
			114-8568212-5351411		****2177 CHERRY HAND CLEANER 01-26-025-73580	190.00
			114-9611679-4863412		****2177 PORTABLE DRY ERASE TF 01-11-000-73110	64.99
			114-9611679-4863412		****2177 PORTABLE DRY ERASE TF 01-11-000-73110	-64.99
			1443196		****2177 MEMBERSHIP FEES FOR I 01-35-000-72720	472.00
			16016122		****2177 CLEAR DIE CUT STICKER 01-35-100-73870	93.17
			2195241668		****2177 ADOBE STOCK 01-35-000-72720	79.99
			37323ADB-0001		****2177 JOB POSTING PATROL OF 01-41-040-72846	120.00
			435502156		****2177 TAX EXEMPT REFUND 01-14-000-73110	-34.56

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204297	10/13/2023	020246 FIFTH THIRD BANK	(Continued) 45401		****2177 JOB POSTING 01-41-040-72846	348.00
			9DGMATB8G2		****2177 PROMOTING 01-35-000-72653	40.70
			CS1957186		****2177 PROFESSIONAL MEMBER 01-12-000-72720	244.00
			D6WBXT78G2		****2177 PROMOTING 01-35-000-72653	74.95
			E2325613096		****2177 SIMPLIFILE SYSTEMS 813 01-14-000-72355	112.57
			E2325641063		****2177 SIMPLIFILE SYSTEMS 833 01-14-000-72355	112.57
			E2326113421		****2177 SIMPLIFILE SYSTEMS 625 01-14-000-72355	112.57
			ER2023048690		****2177 SIMPLIFILE SYSTEMS 616 01-14-000-72355	75.81
			FTQ8ETX8G2		****2177 PROMOTING 01-35-000-72653	75.00
			NMNJ3T39G2		****2177 PROMOTING 01-35-000-72653	75.00
			SH6UHTP8G2		****2177 PROMOTING 01-35-000-72653	21.81
			VSG93U78G2		****2177 PROMOTING 01-35-000-72653	12.49
			YYBHAUT8G2		****2177 PROMOTING 01-35-000-72653	125.00
Total :						17,149.33
204298	10/13/2023	015058 FLEETPRIDE	111715475		FUEL CARTRIDGE, LUBE FILTER - 3 01-26-023-72540	274.20
			111754221		REFLECTOR, 3, RED ROUND STICK 01-26-023-72540	17.30
					60-00-000-72540	9.08
					63-00-000-72540	3.03
					64-00-000-72540	5.19

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204298	10/13/2023	015058 015058 FLEETPRIDE	(Continued)		Total :	308.80
204299	10/13/2023	011611 FOX VALLEY FIRE & SAFETY CO.	IN00632608	VTP-019960	RADIO MAINTENANCE FEES - WOF 14-00-000-72750	9,096.50
					Total :	9,096.50
204300	10/13/2023	020922 FUGGER, RONALD	092523		REIM: 80 HOUR ILETSEB PROF DEV 01-17-220-72140	507.50
					Total :	507.50
204301	10/13/2023	002877 G. W. BERKHEIMER CO., INC.	7476112		EZ KLEEN FILTER 20 1/2X36X1 01-26-025-72520	317.12
					Total :	317.12
204302	10/13/2023	004538 GOLDY LOCKS INC	42835772		SINGLE CUT DUPLICATE KEY 01-26-023-73840	19.50
					Total :	19.50
204303	10/13/2023	015397 GOVTEMPSUSA LLC	4266128		FY23-GOVTEMPS USA (CONTRACT 01-15-000-72790	2,016.00
					Total :	2,016.00
204304	10/13/2023	004438 GRAINGER	9858468904		SHOWER CURTAIN 72" L, 36" W, W 01-19-000-73870	182.76
					Total :	182.76
204305	10/13/2023	014491 HANSEN DOOR INC.	12294		LOCATION: S-E-W-D - REPLACED L 01-26-025-72520	818.16
					Total :	818.16
204306	10/13/2023	019784 HEARTLAND BUSINESS SYSTEMS LLC	632344-H	VTP-019473	FIRE DEPARTMENT SHAREPOINT S 30-00-000-74159	231.25
			637180-H		D365/MODERN WORK - CONSULTA 01-16-000-72650	92.50
					Total :	323.75
204307	10/13/2023	020422 HENEGHAN, KYLE	100323		REIM: LUNCH AT OPIOIDS & FENTA 01-17-220-72140	15.00

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204307	10/13/2023	020422 020422 HENEGHAN, KYLE	(Continued)		Total :	15.00
204308	10/13/2023	018696 HENRY'S HOUSE OF DECORATED	1313		CARHARRT CT104078 FULL ZIP HC	
			1503		01-19-000-73610	193.00
			1506		GAME JACKET 1221 NAVY XL - 172	
					01-19-000-73610	80.00
					GAME JACKET 1221-J NAVY, 172 R	
					01-19-000-73610	141.00
					Total :	414.00
204309	10/13/2023	012281 HINCKLEY SPRINGS	5977593090223		ACCT#32542175977593 AUG'23 WA	
			5977593093023		01-21-210-73110	268.30
					ACCT#32542175977593 SEPTEMBE	
					01-21-210-73110	197.86
					Total :	466.16
204310	10/13/2023	010238 HOME DEPOT CREDIT SERVICES	100623		****2304 KT DIGITAL POCKET THEF	
			WG 43420737		01-26-025-73410	16.47
			WG44408233		****2304 M18 18V LITHIUM-ION CO	
					01-26-023-73410	399.00
					****2304 100 PIECE TERMINAL KIT,	
					30-00-000-74150	392.00
					Total :	807.47
204311	10/13/2023	001487 HOMEWOOD DISPOSAL SERVICE	845962		10YD EXCHANGE - TIRES	
					60-00-000-72540	51.45
					63-00-000-72540	17.15
					64-00-000-72540	29.40
					01-26-023-72540	98.00
					01-26-024-72540	49.00
			8514656		HWD TSF GARBAGE TONS TKT#10	
			8515527		01-26-023-72890	2,560.80
			8515687		HWD TSF GARBAGE TONS TKT#10	
					01-26-023-72890	1,852.80
					HWD TSF GARBAGE TONS TKT#10	
					01-26-023-72890	997.60
					Total :	5,656.20

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204312	10/13/2023	013910 IESMA	7446		MEMBERSHIP DUES 1/1/24 - 1/1/25 01-21-000-72720	65.00
					Total :	65.00
204313	10/13/2023	004985 ILLINOIS STATE TOLL HWY AUTH	G125000008091		ACCT#8793 TOLL FEES 7/1-9/30/23 01-26-023-72170	41.40
					Total :	41.40
204314	10/13/2023	011818 INTERNATIONAL ECONOMIC	101123		PUB AGENCY <100K MEMBERSHIP 01-33-320-72720	75.83
					Total :	75.83
204315	10/13/2023	005186 INTERSTATE BATTERY SYSTEM	30001516		M-65HC BATTERY - STREET #61 01-26-023-72540	123.00
					Total :	123.00
204316	10/13/2023	005266 J.M.D. SOX OUTLET, INC.	20230487		WORK CLOTHES/STEVE NEMECEK 01-26-023-73610	43.98
					Total :	43.98
204317	10/13/2023	020324 JASPERSE, SARAH	092223		REIM: LUNCH AT OPEN SOURCE II 01-17-220-72140	15.00
					Total :	15.00
204318	10/13/2023	017603 LAKESIDE CONSULTANTS	080223		JULY '23 SERVICES INVOICE - PLA 01-33-300-72790	13,967.50
			TP-100223		SEPTEMBER '23 SERVICES INVOIC 01-33-300-72790	16,145.00
					Total :	30,112.50
204319	10/13/2023	020207 LENNY'S GAS N WASH 183RD ST	3962		CAR WASH - PD SEPT'23 01-17-205-72540	120.00
			3963		CAR WASH - PW SEPTEMBER '23 60-00-000-72540	4.20
					63-00-000-72540	1.40
					64-00-000-72540	2.40
					01-26-023-72540	8.00
					01-26-024-72540	8.00

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204319	10/13/2023	020207 020207 LENNY'S GAS N WASH 183RD ST	(Continued)		Total :	144.00
204320	10/13/2023	014846 LORENCE, BRUCE	100123		OCTOBER '23 OPA TRAIN STATION 01-26-025-72530	30.00
					Total :	30.00
204321	10/13/2023	012396 LORENZEN, ALLEN	100523		REIM: RENEWAL OF CDL LICENSE 60-00-000-72860 63-00-000-72860 64-00-000-73860	34.89 11.63 19.94
					Total :	66.46
204322	10/13/2023	020731 MANDY BARRY LLC	1984111523		SENIOR SERVICES - SENIOR EVEN 01-42-000-72954	600.00
					Total :	600.00
204323	10/13/2023	020518 MARIO'S EVENT RENTALS	QB122317	VTP-020348	TENT FOR VET DAY CEREMONY - C 01-35-000-72954	839.97
					Total :	839.97
204324	10/13/2023	005765 MARTIN WHALEN O.S. INC.	IN4549334.		CONTRACT INVOICE #19681-01 6/2 01-16-000-72756	627.87
					Total :	627.87
204325	10/13/2023	020322 MASTER AUTO SUPPLY	15030-135804		AIR FILTER, STREET - STOCK 01-26-023-72540	139.11
					Total :	139.11
204326	10/13/2023	005645 MEADE ELECTRIC COMPANY INC.	706246	VTP-020306	EVP REPAIR 01-26-024-72775	4,414.00
					Total :	4,414.00
204327	10/13/2023	006074 MENARDS	092523		ACCT# 30860257 - SWIFFER WET F 01-26-025-73580	67.24
			092623		ACCT# 30860257 - 8X12 PH PAN SE 01-26-025-72520	6.99
			092623.		ACCT# 30860257 - POST 12 BATHR 01-26-025-72520	23.00

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204327	10/13/2023	006074 MENARDS	(Continued) 092623..		ACCT# 30860257 - HARDWARE 01-26-023-73840	246.78
			092723		ACCT# 30860257 - PARTS FOR OP/	
					01-26-025-72520	28.68
			092723.		ACCT# 30860257 - PESTBLOCK	
					01-26-025-72520	9.97
			092723..		ACCT# 30860257 - CLAW HAMMER	
					01-26-023-73410	69.48
			092823		ACCT# 30860257 - ELECTRICAL SU	
					01-26-025-73570	73.26
			092923		ACCT# 30860257 - ELEC PARTS FC	
					01-26-025-73570	13.79
			092923.		ACCT# 30860257 - PAINT SUPPLIES	
					01-26-024-73620	190.41
					Total :	729.60
204328	10/13/2023	019274 MERRITT, SCOTT	100623		REIM: CDL LICENSE RENEWAL	
					01-26-024-72860	61.35
					Total :	61.35
204329	10/13/2023	019316 MINUTEMAN SECURITY, & LIFE SAFETY	98936		MAX BR1 PRO 5GH PEPLINK ROUT	
					01-16-000-74128	1,674.49
					Total :	1,674.49
204330	10/13/2023	021189 MOSAIC SERVICES GROUP LLC	14506		CLEANING OF BUNTING	
					01-26-025-73870	25.00
			15403		CLEANING OF BUNTING	
					01-26-025-73870	100.00
					Total :	125.00
204331	10/13/2023	011997 MOTOROLA SOLUTIONS-STARCOM	8281732730		USB/REPROGRAMMING UPGRADE	
					30-00-000-74150	15.77
			8581712068		PWR CBL	
					01-17-205-72550	154.03
					01-21-000-72540	67.38
					60-00-000-72540	35.38

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
204331	10/13/2023	011997 MOTOROLA SOLUTIONS-STARCOM	(Continued)		63-00-000-72540	11.79
					64-00-000-72540	20.22
					Total :	304.57
204332	10/13/2023	017651 MSC INDUSTRIAL SUPPLY CO.	6479288001		WIRE CLIP, SELF SEAT CLAMP	
					60-00-000-72540	76.27
					63-00-000-72540	25.42
					64-00-000-72540	43.58
					01-26-023-72540	145.27
					01-26-024-72540	72.64
					Total :	363.18
204333	10/13/2023	015723 NICOR	01981510009		ACCT#01981510009 METER#39689	
			09977410001		01-26-025-72511	73.33
			53463710003		ACCT#09977410001 METER#51468	276.32
			54072310003		01-26-025-72511	51.56
			54649017271		ACCT#53463710003 METER 291221	924.22
			73523710009		01-26-025-72511	24.08
			73675410002		ACCT#54072310003 METER 542086	11.78
			74433410003		01-26-025-72511	915.98
			83523710008		ACCT#54649017271 METER 351734	49.01
			96019958527		01-26-025-72511	260.22
					ACCT#73523710009 METER 510188	181.75
					01-26-025-72511	Total :
						2,768.25
204334	10/13/2023	015811 NSN EMPLOYER SERVICES, INC.	9945	VTP-020224	UNEMPLOYMENT TPA ADMINISTAT	
					01-14-000-72445	581.37

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
204334	10/13/2023	015811 015811 NSN EMPLOYER SERVICES, INC.	(Continued)		Total :	581.37
204335	10/13/2023	006475 PARK ACE HARDWARE	071465/1		CUST# 9404 FRICTION TPE 3/4"X30	
			71440/1		01-19-000-73870	33.36
			71503/1		CUST# 9404 BOLT EZ SNAP 4X2-14	
			71515/1		01-19-000-72520	11.58
					CUST# 89143 - PACKOUT CP ORG/	
					01-26-025-72520	28.79
					CUST# 891431 MAXFIT BITS+SLV 2	
					01-26-023-73840	11.33
					Total :	85.06
204336	10/13/2023	006499 PITNEY BOWES INC	3106327794		ACCT#10611388 LEASING PD 7/30-	
					01-17-205-72750	508.53
					Total :	508.53
204337	10/13/2023	015995 PORTER LEE CORPORATION	28980	VTP-020172	EVIDENCE SUPPLIES - WHITE BAF	
					01-17-220-73600	440.10
					Total :	440.10
204338	10/13/2023	006507 POSTMASTER, U. S. POST OFFICE	101023		PD-REPLENISH RETURN SVC ACCO	
					01-17-205-72110	100.00
					Total :	100.00
204339	10/13/2023	020966 PRIMERA ENGINEERS LTD	0057163	VTP-020352	HELIPAD IMPROVEMENTS	
			0057164	VTP-020352	20-00-000-75814	146,445.69
				VTP-020352	HELIPAD IMPROVEMENTS	
					20-00-000-75814	4,929.87
					Total :	151,375.56
204340	10/13/2023	020264 PRO EM NATIONAL EVENT SERVICES	135311-3	VTP-020361	TENT SYSTEM FOR THE HOLIDAY	
					01-35-000-72954	19,501.02
					Total :	19,501.02
204341	10/13/2023	015451 PROMO ANSWERS, INC.	2337890		RECTANGLE CRYSTAL KEYTAG	
					01-41-056-72954	234.56
					Total :	234.56

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
204342	10/13/2023	013587 PROSHRED SECURITY	1257521		SHREDDING SVC PD - 10/4/23 01-17-205-72750	97.03
					Total :	97.03
204343	10/13/2023	021196 RABOLD, JULIE	Ref001441932		UB Refund Cst #00485429 60-00-000-20599	19.36
					Total :	19.36
204344	10/13/2023	006361 RAY O' HERRON CO INC	2299042		POLO SS PERF BLUE, NAMETAPE 01-17-220-73610	431.00
			2299043		POLO SS PERF BLUE, NAMETAPE 01-17-220-73610	370.00
			2299642		HELMET IIIA PASGT W/OMEGA HAF 01-17-220-73610	330.00
					Total :	1,131.00
204345	10/13/2023	020190 ROBE INC	100523	VTP-020246	BOILER REPLACEMENT 30-00-000-75004	128,552.06
					Total :	128,552.06
204346	10/13/2023	006874 ROBINSON ENGINEERING CO. LTD.	23090376		22-R0644.01 TP OAK RIDGE CONS 16-00-000-72840	9,593.50
			23090377		22-R0644.02 PT PETE'S FRESH MA 28-00-000-72840	3,758.00
					Total :	13,351.50
204347	10/13/2023	016196 ROY ERIKSON OUTDOOR MAINT.INC.	07-39758		SERVICES AT 6604 W 180TH ST, CI 01-33-300-72744	298.97
					Total :	298.97
204348	10/13/2023	007092 SAUNORIS	730299		PALLET REFUND - PO #VTP-020300 01-26-023-73680	-96.00
			731304		LIMESTONENSCREENING/ 4 YARD 60-00-000-73680	108.86
					63-00-000-73680	12.10
					64-00-000-73680	51.84
					Total :	76.80

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204349	10/13/2023	020644 SCIENTEL SOLUTIONS LLC	007282		INSTALLATION OF NEW FIREWALL	
				VTP-019370	01-16-000-72650	3,562.65
			007283		OUTDOOR WIRELESS ACCESS PO	
				VTP-019585	01-16-000-74128	3,570.35
					Total :	7,133.00
204350	10/13/2023	021020 SEMMER LANDSCAPE LLC	33694		LANDSCAPE BEDS MAINT SEPT'23	
				VTP-020021	01-26-023-72881	12,700.00
					Total :	12,700.00
204351	10/13/2023	007453 SERVICE SANITATION, INC.	8564205		FARMER'S MARKET PORTABLE TO	
					01-35-000-72923	426.00
			8714996		FIREMAN TRAINING CENTER - BAS	
					01-19-000-72750	207.35
					Total :	633.35
204352	10/13/2023	019209 SEWER ASSESSMENT SERVICES, LLC	100523		PROJ#8531963 INFLOW & INFILTR	
				VTP-020180	64-00-000-73800	26,593.20
					Total :	26,593.20
204353	10/13/2023	020979 SHEA, PATRICK	092523		REIM: LUNCH AT WRITING EFFECT	
					01-17-220-72140	15.00
			092723		REIM: LUNCHS AT 2 DAY CONF - IN	
					01-17-220-72140	30.00
			100323		REIM: LUNCH AT OPIOIDS & FENT	
					01-17-220-72140	15.00
					Total :	60.00
204354	10/13/2023	020511 SIERRA ITS	1695		IT STAFF C. YOUPEL 8/27-9/2/23	
					01-16-000-72790	2,000.00
			1703		IT STAFF C. YOUPEL 9/3-9/9/23	
					01-16-000-72790	1,633.34
			1714		IT STAFF C. YOUPEL 9/10-9/16/23	
					01-16-000-72790	2,037.50
					Total :	5,670.84
204355	10/13/2023	013043 SITE DESIGN GROUP, LTD.	7482ph2-73		LANDSCAPE PLANNING 8/20-9/16/2	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
204355	10/13/2023	013043 SITE DESIGN GROUP, LTD.	(Continued)			
			7698-91	VTP-020025	01-26-023-72847 7/23-8/19/23 NATURALIZED STORM	3,507.50
			7698-92	VTP-020023	01-26-023-72847 NATURALIZED STORMWATER ARE	1,731.25
			7946-66	VTP-020023	01-26-023-72847 MOWING INSPECTIONS AND BIDS	1,260.00
			8081-46	VTP-020026	01-26-023-72847 PLANTERS INSPECTIONS AND BID	825.00
			8498-57	VTP-019996	01-26-023-72847 URBAN FORESTRY PROGRAM 8/20	281.25
			8803-34	VTP-020024	01-26-023-72847 LANDSCAPE MAINTENANCE 7/23-8	8,116.46
			9358-05	VTP-020027	01-26-023-72847 VILLAGE HALL ENTRY TO PLAZA R	1,042.50
				VTP-019380	28-00-000-75610	1,952.00
					Total :	18,715.96
204356	10/13/2023	007393 SOUND SONIC INC	100223		BINGO HOST FOR SENIORS 10/2/2 01-41-056-72937	175.00
					Total :	175.00
204357	10/13/2023	017891 STAMBAUGH, KYLE	091823		REIM: LUNCH DURING 2 DAY MOB 01-17-220-72140	30.00
			092523		REIM: LUNCH FOR BACKGROUND 01-17-220-72140	15.00
			101023		REIM: LUNCH AT SHIFT WELLNES: 01-17-220-72140	15.00
					Total :	60.00
204358	10/13/2023	011038 STEVE SPIESS CONSTRUCTION INC.	5277	VTP-019084	LAGRANGE RD SEWER, WATER M 26-00-000-75707	86,206.60
					Total :	86,206.60
204359	10/13/2023	019227 STREET COP TRAINING LLC	INV-106336		JARRET TINMAN - DRUG IDENTIFIC 01-17-220-72140	225.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
204359	10/13/2023	019227 019227 STREET COP TRAINING LLC	(Continued)		Total :	225.00
204360	10/13/2023	007438 SUB TRAILER HITCH, INC.	14205		FACTORY R07-4 COMBO 01-17-220-73600	125.00
					Total :	125.00
204361	10/13/2023	021188 SUTKO, JOHN	100323		REIM: LUNCH AT OPIOIDS & FENT, 01-17-220-72140	15.00
					Total :	15.00
204362	10/13/2023	021197 SWEENEY, ALEC	Ref001441933		UB Refund Cst #00514702 60-00-000-20599	24.16
					Total :	24.16
204363	10/13/2023	018982 SWEENEY, KELLY	081523		REIM: 5 DAY TRAINING 8/15-8/18/20 01-17-220-72140	1,434.88
			1250290762		REIM: K9 DOG FOOD PURCHASE 01-17-220-72240	95.89
					Total :	1,530.77
204364	10/13/2023	012001 TAPCO	1763972		KEYBOARD REPLACEMENT SMC 4 01-26-023-72530	250.00
					Total :	250.00
204365	10/13/2023	018607 TELCOM INNOVATIONS GROUP, LLC	A60269		LABOR CHARGES BILLABLE SVC T 01-26-025-72777	72.50
			A60287		LABOR CHARGE FOR BILLAGE RE 01-26-025-72777	181.25
					Total :	253.75
204366	10/13/2023	021194 THE PRETZEL SHOPPE	092923		REFUND FOR PAYMENT TAKEN IN 01-35-000-72954	300.00
					Total :	300.00
204367	10/13/2023	007717 THIRD DISTRICT FIRE CHIEF ASSN	5301		QUARTERLY MABAS 24 DUES & AS 01-19-000-72720	1,825.25
					Total :	1,825.25

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
204368	10/13/2023	007777 THOMPSON ELEVATOR INSPECTION	23-2380		1 ELEVATOR CODE REINSPECTION 01-33-300-72853	38.00
			23-2406		1 ELEVATOR PLAN REVIEW 01-33-300-72853	75.00
					Total :	113.00
204369	10/13/2023	021193 TINMAN, JARRET	102023		REIM: LUNCH DURING DRUG IDEN 01-17-220-72140	15.00
					Total :	15.00
204370	10/13/2023	019712 TM TIRE CO INC	153747		FLAT REPAIR - STREET SHEEL LO/ 01-26-023-72540	532.50
					Total :	532.50
204371	10/13/2023	019700 T-MOBILE USA INC	9547020125		TIMING ADVANCE 7XX-XXX-2660 9/ 01-17-225-73600	25.00
					Total :	25.00
204372	10/13/2023	007955 TRAFFIC CONTROL & PROTECTION	116529		26" MANHOLE PROTECTION RING/ 01-26-023-73790	494.80
					Total :	494.80
204373	10/13/2023	015251 TRAFFIC SAFETY WAREHOUSE	107333	VTP-020295	RETRACTABLE CONE BAR 01-21-000-73870	537.77
					Total :	537.77
204374	10/13/2023	007930 TRANS UNION	09300248		BASIC SERVICE SEPT'23 01-17-225-72852	90.00
					Total :	90.00
204375	10/13/2023	013203 TRIA ARCHITECTURE, INC.	4737	VTP-020353	HARMONY SQUARE INFRASTRUC1 30-00-000-75905	37,730.00
					Total :	37,730.00
204376	10/13/2023	004106 TYLER TECHNOLOGIES INC	045-439584		WATER BILLING CYCLE CHANGED 60-00-000-72655	1,000.00
					Total :	1,000.00

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<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
204377	10/13/2023	007987 UNITED METHODIST CHURCH	10/1/23		OCTOBER '23 PARKING RENTAL 70-00-000-72621	1,200.00
					Total :	1,200.00
204378	10/13/2023	011904 UPS	0000626634393		OUTBOUND UPS INTERNET SHIPP 60-00-000-72110 64-00-000-72110	55.36 23.73
					Total :	79.09
204379	10/13/2023	011416 VERIZON WIRELESS	9945053830		ACCT#442345192-00001 WATER RE 60-00-000-72127 63-00-000-72127 64-00-000-72127	22.15 22.15 18.98
					Total :	63.28
204380	10/13/2023	017446 VETERINARY CLINIC OF TINLEY PK	292211		EUTHANSIA - SQUIRREL 8/23/23 01-17-220-72240	10.00
					Total :	10.00
204381	10/13/2023	006362 VILLAGE OF OAK LAWN	1-9990015-00		ACCT#1-9990015-00 9/1-10/1/23 60-00-000-73220 63-00-000-73220	791,347.48 730,474.60
					Total :	1,521,822.08
204382	10/13/2023	011055 WARREN OIL CO.	W1597661		N.I., GAS USED 9/20-10/2/23 01-17-205-73530 01-19-000-73530 01-19-020-73530 01-21-000-73530 60-00-000-73530 63-00-000-73530 64-00-000-73530 01-26-023-73530 01-26-024-73530 01-33-300-73530 01-12-000-73530 01-14-000-73532	8,453.84 475.05 68.35 456.32 643.74 160.93 344.86 1,311.22 560.88 251.88 90.82 128.90

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
204382	10/13/2023	011055 WARREN OIL CO.	(Continued)			
					01-14-000-73531	5,132.23
					14-00-000-73530	49.31
					01-42-000-73530	430.80
			W1597662		DIESEL FUEL USED 8/19-10/2/23	
					01-17-205-73530	16.57
					01-19-000-73545	1,854.92
					60-00-000-73545	405.96
					63-00-000-73545	101.49
					64-00-000-73545	217.48
					01-26-023-73545	2,090.24
					01-26-024-73545	337.18
					01-21-000-73530	82.46
					01-14-000-73531	425.31
					Total :	24,090.74
204383	10/13/2023	013263 WEST SIDE TRACTOR SALES	S30777		FUEL LINE - 22A3B - STREET #99 A	
					01-26-023-72540	89.69
					Total :	89.69
204384	10/13/2023	012144 WILL COUNTY CED	46822		ANNUAL CED INVESTMENT 5/1/23	
					01-33-320-72720	2,500.00
					Total :	2,500.00
204385	10/13/2023	008238 WINSTON'S MARKET	1461		SENIOR LUNCHEON 10/5/23	
					01-41-056-72937	471.25
					Total :	471.25
125 Vouchers for bank code : apbank						Bank total : 2,458,565.28

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
4709	10/6/2023	018837	INSURANCE PROGRAM MANAGERS GR 200803W006-2		PAYEE-ENCOMPASS SPECIALTY NI 01-14-000-72542	243.22
					Total :	243.22
4710	10/6/2023	018837	INSURANCE PROGRAM MANAGERS GR 200803W006-3		PAYEE-ENCOMPASS SPECIALTY NI 01-14-000-72542	96.77
					Total :	96.77
4711	10/6/2023	018837	INSURANCE PROGRAM MANAGERS GR 200803W006-4		PAYEE-ENCOMPASS SPECIALTY NI 01-14-000-72542	104.37
					Total :	104.37
4712	10/6/2023	018837	INSURANCE PROGRAM MANAGERS GR 200803W006-5		PAYEE-ENCOMPASS SPECIALTY NI 01-14-000-72542	158.73
					Total :	158.73
4713	10/6/2023	018837	INSURANCE PROGRAM MANAGERS GR 200803W006-6		PAYEE-PAMELA YOUNKER 01-14-000-72542	11.05
					Total :	11.05
4714	10/10/2023	018837	INSURANCE PROGRAM MANAGERS GR 210731W002		PAYEE-ALIGN NETWORKS INC 60-00-000-72542 63-00-000-72542 64-00-000-72542	141.74 27.00 72.32
					Total :	241.06
4715	10/10/2023	018837	INSURANCE PROGRAM MANAGERS GR 210731W002-1		PAYEE-ALIGN NETWORKS INC 60-00-000-72542 63-00-000-72542 64-00-000-72542	141.74 27.00 72.32
					Total :	241.06
4716	10/3/2023	018837	INSURANCE PROGRAM MANAGERS GR 200803W006		PAYEE-PETERSON, JOHNSON & M 01-14-000-72542	108.50
					Total :	108.50
4717	10/10/2023	018837	INSURANCE PROGRAM MANAGERS GR 201119W024		PAYEE-PETERSON, JOHNSON & M 01-14-000-72542	232.50

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
4717	10/10/2023	018837	018837 INSURANCE PROGRAM MANAGER\$ (Continued)		Total :	232.50
4718	10/10/2023	018837	INSURANCE PROGRAM MANAGERS GR 210323W028		PAYEE-PETERSON, JOHNSON & M 01-14-000-72542	93.00
					Total :	93.00
4719	10/10/2023	018837	INSURANCE PROGRAM MANAGERS GR 210421W008		PAYEE-PETERSON JOHNSON & M 01-14-000-72542	325.50
					Total :	325.50
4720	10/10/2023	018837	INSURANCE PROGRAM MANAGERS GR 210526W019		PAYEE-PETERSON, JOHNSON & M 01-14-000-72542	186.00
					Total :	186.00
4721	10/10/2023	018837	INSURANCE PROGRAM MANAGERS GR 210731W002-2		CLAIM #210731W002 CLAIM DATE : 63-00-000-72542 64-00-000-72542 60-00-000-72542	29.51 79.05 154.94
					Total :	263.50
13 Vouchers for bank code : ipmq						Bank total : 2,305.26
138 Vouchers in this report						Total vouchers : 2,460,870.54

Bank code : ipmq

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
<div>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.</div> <div>In witness thereof, the Village President and Clerk of the Village of Tinley Park, hereunto set their hands.</div> <div><div></div><div>Village President</div><div></div><div>Village Clerk</div><div></div><div>Date</div></div>						



Interoffice Memo

Date: October 17, 2023
To: Village Board of Trustees
From: Kristin Thirion
Subject: Liquor License Classification Adjustments

Due to recent closures and/or changes within existing establishments, the following changes to the permitted numbers of liquor licenses are proposed:

- Fratello's Café & Deli (closure): Reduction of one Class EV license
- Teehan's (change in ownership): Reduction of one Class AV-1 license
- Cavallini's Café: (closure): Reduction of one Class K license

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

ORDINANCE
NO. 2023-O-061

**AN ORDINANCE AMENDING TITLE XI, CHAPTER 112, SECTION 22:
PERMITTED NUMBER OF LIQUOR LICENSES**

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

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

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-061**AN ORDINANCE AMENDING TITLE XI, CHAPTER 112, SECTION 22:
PERMITTED NUMBER OF LIQUOR LICENSES**

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, 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 establish the number of liquor licenses available in the Village;

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 Village is making the following changes due to closure and/or changes of existing establishments: (1.) Decrease Class EV- Fratello's Café & Deli; (2.) Decrease Class AV-1 – Teehan's; (3.) Decrease Class K – Cavallini's Café.

SECTION 3: Pursuant to Title XI, Chapter 112, Section 22 of the Village of Tinley Park Code, the following underlined changes shall be made establishing the amount of liquor licenses available in the Village:

§ 112.22 PERMITTED NUMBER OF LICENSES.

(A) There shall be in force the following:

Class of License	Permitted Number
A	24
AV	15
AV-1	9 8
B	17
C	0
CV	3
D	3
DV	4
E	7
EV	9 8
F	1
G	4
I	1
J	1
K	3 2
L	3
N	3
O	1
OV	1
P	1
Q	N/A
R	1
S	2
T	1
UV	1
UV-2	2

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

SECTION 4: 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.

PASSED THIS 17th day of October, 2023.

AYES:

NAYS:

ABSENT:

APPROVED THIS 17th day of October, 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-061, “AN ORDINANCE AMENDING TITLE XI, CHAPTER 112, SECTION 22: PERMITTED NUMBER OF LIQUOR LICENSES,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on October 17, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 17th day of October, 2023.

VILLAGE CLERK



Interoffice Memo

Date: October 11, 2023

To: John Urbanski, Public Works Director

From: Kelly Mulqueeney, Streets Superintendent

Subject: Service Contract Award - Snow Removal - Cul-De-Sacs (Year 1 of 3)

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

Description: This service contract is a renewal for snow removal by a qualified contractor from the 252 cul-de-sacs and eyebrows throughout the Village of Tinley Park.

Background: This service contract was advertised on September 25th, 2023 in accordance with state bidding laws, two (2) contractors reviewed the contracts and two (2) sealed bids were received. This contract includes pricing for two (2) optional contract extensions of one (1) year each that may be approved at the sole discretion of the Village. Bids were opened and read publicly on Tuesday, October 10th, 2023, at 10:30 AM by the Village Clerk and Street Foremen. They were received as follows:

<u>Contractor</u>	<u>Location</u>	<u>Bid</u>
Roy Zenere Trucking & Excavating	Thornton IL	\$328,123
McGill Construction LLC	Frankfort, IL	\$565,000

Budget / Finance: Funding is available in the approved FY24 budget, Road & Bridge operations, and maintenance fund 01-26-23-72785.

Total Budget Available	\$512,590
Lowest responsible bidder for 25 events	<u>\$328,123</u>
Difference (under budget)	\$184,467

- * The total contract amount shall not exceed the funding available as determined by the Village Board and applied at the unit costs established in the bidding documents for work authorized for each snow event. For comparative purposes in the bidding setting, 25 events were selected.
- * Due to low ridership a reduction of service in CPL lots may be warranted.

Staff Direction Request:

1. Approve the service contract with Roy Zenere Trucking & Excavating for the FY24 Snow Removal-Cul-de-sacs. Contract in the amount not to exceed the total FY24 funding amount of \$512,590 but can vary based on the frequency and amount of snow and ice control required.
2. Direct Staff as necessary.

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION NO. 2023-R-133

**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY
PARK AND ROY ZENERE TRUCKING & EXCAVATING FOR SNOW REMOVAL – CUL-
DE-SACS**

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

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

RESOLUTION NO. 2023-R-133**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND ROY ZENERE TRUCKING & EXCAVATING FOR SNOW REMOVAL – CUL-DE-SACS**

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 Roy Zenere Trucking & Excavating, 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 17th day of October, 2023, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 17th day of October, 2023, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

CONTRACT WITH ROY ZENERE TRUCKING & EXCAVATING FOR SNOW REMOVAL – CUL-DE- SACS

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-133, “**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND ROY ZENERE TRUCKING & EXCAVATING FOR SNOW REMOVAL – CUL-DE-SACS**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on October 17th, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 17th day of October 2023.

VILLAGE CLERK

Village of Tinley Park**SERVICE CONTRACT****SNOW REMOVAL CUL-DE-SACS**

This Contract is by and between the **Village of Tinley Park**, an Illinois Home-Rule Municipal Corporation (the "Village"), and **Roy Zenere Trucking & Excavating** (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 **Five hundred twelve thousand five hundred and ninety dollars 00 Cents (\$512,590.00)**. 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 authorized personnel of the Village. 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 on or before the dates specified in the Contract, unless otherwise agreed upon by the Village Engineer.
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, 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 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 waiver 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 and/or Will 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

Affidavit of Compliance:

Contractor and all Subcontractors shall complete this Affidavit of Compliance ("Affidavit") and submit supporting documentation as required pursuant to *Responsible Bidder Requirements on Public Work Projects*. Contractor must submit this Affidavit and all related evidence with its bid. Contractor shall be responsible for providing this Affidavit to all Subcontractors who will perform Work on the project. All Subcontractors' Affidavits and supporting documentation must be submitted no later than the date and time of the contract award. Failure to comply with all submission requirements may result in a determination that the Contractor is not a responsible bidder.

For the remainder of this Affidavit, "Contractor" refers to the general contractor and all Subcontractors. Each item must be answered. If the question is not applicable, answer "NA." If the answer is none, answer "none."

The certifications set forth in this Affidavit and all documents attached hereto shall become a part of any contract awarded to the Contractor. Furthermore, Contractor shall comply with these certifications during the term and/or performance of the contract.

The undersigned Stephanie Sims-Ozment, as Account Manager/Project Mgr and on behalf
(Name) (Title)
of Roy Tenere Trucking & Excavating having been duly sworn under oath certifies that:
(Contractor)

Business Organization:

The form of business organization of the Contractor is (check one):

☐ Sole Proprietor or Partnership ☐ LLC
☒ Corporation ☐ Independent Contractor (Individual)

If Contractor/Subcontractor is a corporation, indicate the state and the date of incorporation:

Illinois, January 23, 1963

Authorized to do business in the State of Illinois: Yes ☒ No ☐

Describe supporting documentation attached: Secretary of State Certificate of Good Standing

Federal Employer I.D. #: 36-2419836

Social Security # (if an individual or sole proprietor): N/A

Registered with Illinois Department of Revenue: Yes ☒ No ☐

Describe supporting documentation attached (if "No," explain): document showing contractor name and registration #

Registered with Illinois Department of Employment Security: Yes ☒ No ☐

Describe supporting documentation attached (if "No," explain): document showing contractor name and registration #

Tax Liens or Tax Delinquencies:

Disclosure of any federal, state or local tax liens or tax delinquencies against the contractor or any officers of the contractor in the last five (5) years: Yes ☐ No ☒

"No" means "not applicable". If "yes", describe lien/delinquencies and resolution:

N/A

Equal Opportunity Employer Compliance:

Contractor is in compliance with provisions of Section 2000e of Chapter 21, Title 42 of the United States Code and Federal Executive Order No. 11246 as amended by Executive Order No. 11375 (known as the Equal Opportunity Employer provisions): Yes ☒ No ☐

Employee Classification:

Contractor's employees who will perform Work on the project are properly classified as an employee or independent contractor under all applicable state and federal laws and local ordinances (Form B): N/A ☐ Yes ☒ No ☐

Professional or Trade Licenses:

Contractor will possess all applicable professional and trade licenses required for performing the Contract Work: Yes ☐ No ☐

License	Number	Date Issued	Current Expiration	Holder of License

If any of the above license(s) have been revoked or suspended, state the date and reason for suspension/revocation:

N/A

Documentation Attached (Contractor must initial next to each item):

N/A Form A: Name and address of Subcontractors from whom Contractor has accepted a bid or intends to hire to perform Work on any part of the project.

NOTE: All Subcontractors shall complete and submit an Affidavit of Compliance no later than the date the Subcontractor commences Work on the project.

CS Form B: List of individuals who will perform Work on the project on behalf of the Contractor, verifying that each individual is properly classified as an employee or independent contractor. Contractor also verifies that all Contractor's employees are covered under a current workers' compensation policy, properly classified under the workers' compensation policy, and covered by a health and welfare and retirement plan.

N/A Form C: Additional Information (if required)

CS Certificate of Good Standing
(or other evidence of compliance with laws pre-requisite to doing business in the state)

CS Illinois Department of Revenue registration

CS Illinois Department of Employment Security registration

N/A Standards of Apprenticeship/Apprentice Agreements

CS Substance Abuse Prevention program (or applicable provision from CBA in effect)

CS Written Safety Policy Statement signed by company representative

CS OSHA cards evidencing 10-hour or greater safety program completed, if requested

CS Workers' Compensation Coverage

N/A Professional or Trade Licenses

Eligibility to Contract:

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

Stephanie Sims-Ozment
Name of Contractor (please print)

Stephanie Sims-Ozment
Submitted by (signature)

Account 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.

Poly Zener Trucking & Excavating Stephanie Sims Ozment
 Name of Contractor (please print) Submitted by (signature)
Account Manager / Project 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.

Poly Zener Trucking & Excavating Stephanie Sims Ozment
 Name of Contractor (please print) Submitted by (signature)
Account Manager / Project 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.

Stephanie Sims Ozment Stephanie Sims Ozment
 Name of Contractor (please print) Submitted by (signature)
Account Manager / Project 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)

Roy Zenere Trucking & Excavating, Inc. Gephane Gushment
 Name of Contractor (please print) Submitted by (signature)
Account manager / Project 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.

Roy Zenere Trucking & Excavating Inc. Gephane Gushment
 Name of Contractor (please print) Submitted by (signature)
Account manager / Project 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. 2022-O-032.

Roy Zenere Trucking & Excavating, Inc. Gephane Gushment
 Name of Contractor (please print) Submitted by (signature)
Account manager / Project manager
 Title

[Signature Page to Follow]

CONTRACTOR


BY:

Name

Date

Printed Name

Title

10/10/2023Stephanie Sims-OzmentAccount Manager / Project Manager**VILLAGE OF TINLEY PARK**

BY:

Michael W. Glotz, Village President

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

Date

ATTEST

BY:

Village Clerk

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

Date

VILLAGE OF TINLEY PARK

BY:

Village Manager

Date

Proposal Sheet

The undersigned herewith submits a proposal on cul-de-sac snow removal at various locations throughout the Village of Tinley Park in accordance with the attached documents. **All price totals must be a flat rate.** All proposals must be submitted to the Village Hall, Village of Tinley Park, 16250 Oak Park Avenue, Tinley Park, IL 60477 by 10:30 A.M. on October 10, 2023.

Complete Clearing Operations- 2" to 6" of snow or ice.

Item number:	Flat Rate			
	Weekday	Weekday evenings	Saturday	Sun./Holiday
255 Cul-de-sacs 2-6"				
Route 1				
Northern middle 32 cul-de-sacs	\$1048.00	\$1048.00	\$1048.00	\$1048.00
Route 2				
North-West Tinley Park 29 cul-de-sacs	\$1675.00	\$1675.00	\$1675.00	\$1675.00
Route 3				
East Tinley Park 58 cul-de-sacs	\$3350.00	\$3350.00	\$3350.00	\$3350.00
Route 4				
West Tinley Park 37 cul-de-sacs	\$2137.00	\$2137.00	\$2137.00	\$2137.00
Route 5				
West Tinley Park 20 cul-de-sacs	\$1155.00	\$1155.00	\$1155.00	\$1155.00
Route 6				
South-West Tinley Park 27 cul-de-sacs	\$1560.00	\$1560.00	\$1560.00	\$1560.00
Route 7				
South-West Tinley Park 40 cul-de-sacs	\$2310.00	\$2310.00	\$2310.00	\$2310.00
Route 8				
South-East Tinley Park 12 cul-de-sacs	\$693.00	\$693.00	\$693.00	\$693.00
Sub total	\$14728.00	\$14728.00	\$14728.00	\$14728.00

Complete Clearing Operations- 6" to 10" of snow or ice.

Item number:

255 Cul-de-sacs 6-10"**Flat Rate**

Weekday

Weekday evenings

Saturday

Sun./Holiday

Route 1Northern middle
32 cul-de-sacs

\$2688.00

\$2688.00

\$2688.00

\$2688.00

Route 2North-West Tinley Park
29 cul-de-sacs

\$2436.00

\$2436.00

\$2436.00

\$2436.00

Route 3East Tinley Park
58 cul-de-sacs

\$4872.00

\$4872.00

\$4872.00

\$4872.00

Route 4West Tinley Park
37 cul-de-sacs

\$3108.00

\$3108.00

\$3108.00

\$3108.00

Route 5West Tinley Park
20 cul-de-sacs

\$1680.00

\$1680.00

\$1680.00

\$1680.00

Route 6South-West Tinley Park
27 cul-de-sacs

\$2268.00

\$2268.00

\$2268.00

\$2268.00

Route 7South-West Tinley Park
40 cul-de-sacs

\$3360.00

\$3360.00

\$3360.00

\$3360.00

Route 8South-East Tinley Park
12 cul-de-sacs

\$1008.00

\$1008.00

\$1008.00

\$1008.00

Sub total

\$21420.00

\$21420.00

\$21420.00

\$21420.00

Complete Clearing Operations- 10" to 18" of snow or ice.
Flat Rate

Item number:

255 Cul-de-sacs 10-18"

Weekday

Weekday evenings

Saturday

Sun./Holiday

Route 1Northern middle
32 cul-de-sacs

3528.00

3528.00

3528.00

3528.00

Route 2 North-West Tinley Park 29 cul-de-sacs	\$ 3297.00	\$ 3297.00	\$ 3297.00	\$ 3297.00
Route 3 East Tinley Park 58 cul-de-sacs	\$ 6395.00	\$ 6395.00	\$ 6395.00	\$ 6395.00
Route 4 West Tinley Park 37 cul-de-sacs	\$ 4080.00	\$ 4080.00	\$ 4080.00	\$ 4080.00
Route 5 West Tinley Park 20 cul-de-sacs	\$ 2205.00	\$ 2205.00	\$ 2205.00	\$ 2205.00
Route 6 South-West Tinley Park 27 cul-de-sacs	\$ 2977.00	\$ 2977.00	\$ 2977.00	\$ 2977.00
Route 7 South-West Tinley Park 40 cul-de-sacs	\$ 4410.00	\$ 4410.00	\$ 4410.00	\$ 4410.00
Route 8 South-East Tinley Park 12 cul-de-sacs	\$ 1323.00	\$ 1323.00	\$ 1323.00	\$ 1323.00
Sub total	\$ 28215.00	\$ 28215.00	\$ 28215.00	\$ 28215.00

255 Cul-de-sacs 2-6" 7 events	\$ 14728.00 7	\$ 14728.00 7	\$ 14728.00 7	\$ 14728.00 7
	\$ 103,096.00	\$ 103,096.00	\$ 103,096.00	\$ 103,096.00
255 Cul-de-sacs 6-10" 2 events	\$ 21420.00 2	\$ 21420.00 2	\$ 21420.00 2	\$ 21420.00 2
	\$ 42840.00	\$ 42840.00	\$ 42840.00	\$ 42840.00
255 Cul-de-sacs 10-18" 1 event	\$ 28215.00 1	\$ 28215.00 1	\$ 28215.00 1	\$ 28215.00 1
	\$ 28215.00	\$ 28215.00	\$ 28215.00	\$ 28215.00

Total: \$174,151.00 →

Fill in percentages
increase if there is
any

2023-2024

\$ 174,151.00

2024-2025

5% 0%	\$ 182,058.00
----------	---------------

2025-2026

5% 0%	\$ 192,000.00
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If the contract is
extended for
additional years will
there be an increase
in the price per year?
And if yes what will
the increase be?

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.

Roy Zehere Trucking & Excavating Gephart & Sons
Name of Contractor (please print) Submitted by (signature)
Account Manager/Project 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.

Roy Zehere Trucking & Excavating Gephart & Sons
Name of Contractor (please print) Submitted by (signature)
Account Manager/Project 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.

Roy Zehere Trucking & Excavating Gephart & Sons
Name of Contractor (please print) Submitted by (signature)
Account Manager/Project 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.

Roy Zener Trucking & Excavating Gophamius
Name of Contractor (please print) Submitted by (signature)
Account Manager/Project 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)

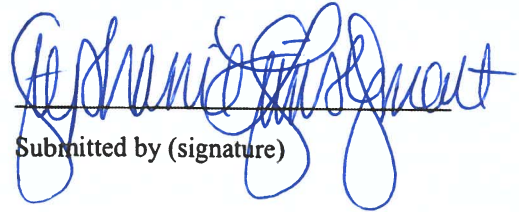
(Cross out either A or B depending upon which certification is correct)

Roy Zener Trucking & Excavating Gophamius
Name of Contractor (please print) Submitted by (signature)
Account Manager/
Title Project Manager

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.

Roylene Trucking & Excavating
Name of Contractor (please print)


Submitted by (signature)

Account Manager/
Title Project manager

**Interoffice****Memo**

Date: October 10, 2023

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

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

Subject: Helipad Improvements – Construction Engineering Services Contract

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

Description: The Village utilized the Illinois Department of Transportation's (IDOT) QBS (Qualifications-Based Selection) process in selecting the Engineering Consultant to assist with the design, cost estimate, Bidding Services and Construction Oversight for the Helipad Aircraft Pavement Improvement project. Two (2) consultants submitted RFQ (Request for Qualifications) packets which the Village reviewed, rated, interviewed, and selected Primera Engineers, Ltd. IDOT was notified and concurred with the Village's selection.

Primera's Professional Construction Engineering Services includes shop drawing reviews, preparation of supplementary sketches and cost estimates, material certifications, preparing record drawings, pre-construction conference organization, daily construction observation, field testing, final inspection and preparation and providing Public Works periodic project reports.

Budget / Finance: Funding for Engineering and Construction is budgeted with TIF dollars in the FY24 Capital Fund Budget (20-00-000-75814). Grant funds have been allocated to the project in the amount of \$1,440,000 and overall budget is \$2,444,510.

Staff Direction Request:

1. Approve Professional Construction Engineering Services Contract to Primera Engineers, Inc. in the amount of \$230,850.
2. Direct Staff as necessary.

Attachment:

1. Professional Construction Engineering Services Agreement with Primera Engineers, Inc.

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION NO. 2023-R-134

**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY
PARK AND PRIMERA ENGINEERS, INC. FOR HELIPAD IMPROVEMENTS –
CONSTRUCTION ENGINEERING SERVICES**

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

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

RESOLUTION NO. 2023-R-134**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND PRIMERA ENGINEERS, INC. FOR HELIPAD IMPROVEMENTS – CONSTRUCTION ENGINEERING SERVICES**

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 Primera Engineers, Inc., 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 17th day of October, 2023, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 17th day of October, 2023, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

STANDARD AGREEMENT FOR CONSULTANT SERVICES AT ILLINOIS AIRPORTS FOR ARCHITECTURAL/ENGINEERING (A/E), PLANNING AND SPECIAL SERVICES EFFECTIVE JUNE 2012

PRIMERA PROJECT # 20220379.00

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-134, “**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND PRIMERA ENGINEERS, INC. FOR HELIPAD IMPROVEMENTS – CONSTRUCTION ENGINEERING SERVICES,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on October 17th, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 17th day of October, 2023.

VILLAGE CLERK

20220379.00

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**STANDARD AGREEMENT FOR CONSULTANT SERVICES AT ILLINOIS AIRPORTS
FOR ARCHITECTURAL/ENGINEERING (A/E), PLANNING AND SPECIAL SERVICES**

Authorized for use by
The Illinois Department of Transportation
Division of Aeronautics
Effective: June 2012

☐ PRELIMINARY ASSESSMENT & SCHEMATIC DESIGN ☒ CONSTRUCTION PHASE SERVICES
☐ DESIGN PHASE SERVICES ☐ PLANNING AND SPECIAL SERVICES

THIS AGREEMENT, made effective at **Tinley Park**, Illinois on the _____ day of October in the year **2023**, by and between the **Village of Tinley Park**, an Illinois home-rule municipality, (hereinafter referred to as the "Sponsor"), and **Primera Engineers, Ltd.** (hereinafter referred to as the "Consultant"). This Agreement expires five years from the date of execution.

WITNESSETH:

The Sponsor intends to undertake the accomplishment of a project pursuant to the development of a public air navigation facility known as the **Tinley Park Heliport (TF8)** in Cook County, state of Illinois; and the project shall be identified as the Illinois Project No. **TF8-5050**, State Block Grant Project No. **(N/A)**. The following is the detailed project title and description from the Illinois Department of Transportation's Office of Planning and Programming (OP&P) program letter which shall be carried through the development of the project (attach supplemental information as necessary in Section I. H., Detailed Scope of Services): **Helistop Aircraft Pavement Improvements - Construction Phase Services (Base Bid and Additive Alternates 1 and 3).**

A detailed sketch of the proposed work, labeled **ATTACHMENT P**, shall be attached.

In consideration of the benefits which will accrue to the parties hereto by virtue of the Agreement and the respective covenants herein contained, **IT IS MUTUALLY COVENANTED AND AGREED** as follows:

The Consultant agrees to furnish executed "Certification of Engineer" and certain professional engineering services enumerated herein-after, in connection with the implementation and development of the aforesaid project.

The Department of Transportation, Division of Aeronautics within the state of Illinois shall act as Agent of the Owner/Sponsor for all matters involving the development of any public air navigation facility by virtue of the Illinois Aeronautics Act. The Illinois Aeronautics Act requires and directs the Illinois Department of Transportation, Division of Aeronautics (hereinafter referred to as the "Department") to *"regulate and supervise aeronautics within this state"*, with "aeronautics" defined as *"...the design, establishment, construction, extension, operation, improvement, repair or maintenance of airports..."*. The Department shall not expend any funds appropriated, or made available...for any work upon any such project that is not contracted for and constructed or developed under the supervision or direction of the Department.

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Financial assistance may include reimbursement to eligible airport Sponsors for engineering costs directly related to projects financed in whole or in part by federal/state monies provided such engineering costs were approved by the Department prior to the payment of these costs by the airport Sponsor. The approval of engineering costs prior to payment shall qualify those costs for federal/state reimbursement but shall not constitute an obligation of federal/state funds. Since the services contemplated under this Agreement are professional in nature, it is understood that the Consultant, acting as an individual, partnership, firm or other legal entity, is of professional status and will be governed by professional ethics in their relationship to the Department and the Sponsor. The Department acknowledges the professional and ethical status of the Consultant by approving this Agreement and the associated fees for federal/state eligibility (either in whole or part) on the basis of their qualifications and experience and determining their compensation by mutually satisfactory negotiations.

Any additions/deletions, revisions/modifications to this Agreement without the expressed written consent of the Department shall void this Agreement as it relates to state and federal funding participation eligibility.

I. ARCHITECTURAL/ENGINEERING (A/E), PLANNING AND SPECIAL SERVICES

The Consultant agrees to perform various professional engineering and planning services and provide necessary and required information pursuant to the accomplishment of the above referenced project.

It is understood that meetings will be common to all phases. The Consultant will coordinate project kick-off, pre-design and pre-construction meetings and project status update meetings, as required, in order to resolve project issues with the Department, Sponsor and/or other regulatory and review agencies. The Department shall be notified of scheduled agency meetings and given the opportunity to participate. Meetings for which effort will be billed shall be thoroughly documented by minutes with copies distributed to the Sponsor and the Department within 10 days of the meeting. Failure to properly document meeting discussions could result in the loss of part or all of the professional services compensation eligibility associated with this activity.

A. PRELIMINARY ASSESSMENT & SCHEMATIC DESIGN (NOT APPLICABLE)

This phase includes activities required for agency coordination and permit development, non-routine surveys, testing and architectural/engineering preliminary design considerations of a project. Elements of this phase may include development of architectural schematic building designs and reports, non-routine geological and field investigations (soil borings and pavement cores), DCP testing, FWD testing (when used to evaluate pavement as part of a strengthening project), coordination of FAA reimbursable agreements, coordination of utility relocation agreements, coordination of force account activity (must be pre-approved by the Department in writing).

The Consultant shall furnish and/or perform engineering reconnaissance necessary for the preparation and development of an engineering report, bidding documents (design plans and specifications) including topographic field surveys, crack surveys, and sampling and testing for routine soils investigations (in accordance with ATTACHMENT J - Testing Schedule & ATTACHMENT K - Testing Rates & Cost Summary).

This phase will culminate in the submittal of a detailed engineering report with project alternatives and design recommendations and project completion timeline assessment. The Consultant shall furnish an engineering report in accordance with standard practices and the provisions of ATTACHMENT E - Engineering Report. The report will include an analysis of preliminary surveys, geo-technical testing and alternative designs and include final project design recommendations.

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The project completion timeline assessment will identify necessary effort required to complete the final project design (complete construction plans and specifications). This phase of project development will represent approximately 35% of the project design timeline. Project formulation should be consistent with the TIP submittal and the program letter project description (**ATTACHMENT R**). If not, identify components that have changed as a result of the preliminary assessment and schematic design analysis.

A detailed scope of services shall be attached with anticipated labor effort and costs delineated in **ATTACHMENTS A / A1**.

B. DESIGN PHASE SERVICES (NOT APPLICABLE)

This phase shall include activities required to accomplish a project design in accordance with the established Aeronautics letting schedule project design timeline and approved letting date determined at the pre-design meeting. Requests for time extensions beyond the previously agreed-to submittal deadline dates (as established in the Department's Letting Schedule, **ATTACHMENT Q**, and this Agreement) must be made to the Department in writing not less than 5 days prior to the due date of the submittal. The request for extension must be signed by a principal/officer of the Consultant's firm. Incomplete submittals will not be accepted. Milestone submittals include the engineering report (at 35% design timeline), plan / spec review (at 80% design timeline) and final submittal of all deliverables (at 100% design timeline). A detailed scope of services shall be attached with anticipated labor effort and costs delineated in **ATTACHMENTS B / B1**. Elements of this phase may include:

1. CONSTRUCTION PLANS, SPECIAL PROVISIONS AND ESTIMATES

The Consultant shall prepare and furnish for Department review and comment construction plans, special provisions and Construction Safety Plan (per guidance explained in FAA AC 150/5370-2F (or current) Operational Safety on Airports during Construction) at the 80% project design timeline with detailed estimate of costs, estimated DBE participation goal and working/calendar day flow chart, for the particular design authorized in this Agreement.

2. CLARIFICATION OF PLANS

The Consultant shall render clarification of the construction plans and specifications, when and if such clarification is deemed necessary.

3. BIDDING ASSISTANCE

The Consultant shall assist the Sponsor and/or Department in the bidding process, analyze and summarize bid results.

C. CONSTRUCTION PHASE SERVICES

This phase shall include all basic services after the award. A detailed scope of services shall be attached with anticipated labor effort and costs delineated in **ATTACHMENTS C / C1**.

1. **OFFICE ENGINEERING**

a. SHOP DRAWINGS

Review the detailed construction, shop and erection drawings submitted by the contractor(s) for compliance with design concepts.

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b. SUPPLEMENTARY SKETCHES

Preparation of elementary and supplementary sketches plus estimates required to resolve actual field conditions.

c. RECORD DRAWINGS

The Consultant shall prepare Record Drawings within thirty (30) days after the official Notification from the Department of the Official Acceptance of the Construction Work; and after approval by the Department, furnish said Department with one (1) set of such record drawings. The submittal format shall be in accordance with the current policies of the Department.

d. MATERIALS CERTIFICATION

Prior to reporting a pay item quantity for payment, the materials used and incorporated in, or associated with the pay item, shall be verified for specification compliance by the Consultant. The Consultant shall obtain and review all certifications and/or test results required by the policies of the Department and the Department's *Manual for Documentation of Airport Materials*. At the completion of, or any time prior to the completion of the final quantity of a pay item, the Consultant shall submit the aforementioned material certifications and/or test results, that were utilized for acceptance of material, to the Department for review and final approval. Prior to final payment of engineering services under this agreement, the Consultant shall have submitted required certifications and test results to the Department, and the Consultant shall have signed the Department's MATERIALS CERTIFICATION FORM.

2. FIELD ENGINEERING

a. RESIDENT ENGINEER APPROVAL

The Consultant agrees to furnish the name and qualifications of the Resident Engineer in writing for approval of the participating agencies prior to the preconstruction conference that shall attend said preconstruction conference and shall perform the various professional engineering services required of the Resident Engineer in **2.b.** thru **2.f.** below and inspection of construction.

b. DAILY DIARY

The Resident Engineer shall maintain a daily diary. Copies shall be forwarded to the Department (ATTACHMENT F).

c. DUTIES OF RESIDENT ENGINEER

Furnish full time (unless part time is approved by the Sponsor and/or Department - **see Paragraph I. H.**) Resident Engineering of construction including project inspection, field testing, and furnish surveying at the site of the work, whose duties shall include all reasonable, proper and customary duties as are usually and customarily furnished in connection with the general engineering of construction of such improvements, including but not limited to the following:

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- i. Performance of acceptance and quality assurance tests when required by Department policy and/or contract specification. Examples of these tests include but are not limited to: Testing concrete for slump and air content; testing concrete for strength; testing bituminous concrete pavement for density using the nuclear method and using the Bulk Specific Gravity Method. Obtaining representative samples of miscellaneous materials such as paint, geotextile fabric, joint sealer, epoxy, polyester resin, etc. for testing as necessary, and/or as directed by the Department; performance of field density tests of earthwork embankments, backfills and subgrade; field density tests of subbase and base courses, and moisture content tests on materials where applicable; and, laboratory proctor tests where applicable. Test Reports shall be submitted to the Department within three (3) working days of the date the test was conducted.
- ii. Inspection/Measurement/Oversight of construction to determine that the work was completed in substantial conformance with the approved plans and specifications, and in compliance with the requirements set forth in the contract documents. All stop or start work orders shall be issued by the Department; the Resident Engineer shall recommend the orders. Document pay item quantities reported for pay in accordance with the latest revision of the Department's *Airport Construction Documentation Manual*.
- iii. Preparation and forwarding to the Department of periodic project reports required by the Department. Bi-weekly construction reports will be submitted to the Department, within three (3) calendar days of the end of the contractor's work week.
- iv. To obtain and review for specification compliance, material certifications and/or test results for all materials prior to their use in the construction.
- v. To reject for inclusion in the project, any materials that are delivered without certification and/or test results, or materials delivered with certification that has been found to be in noncompliance, or any defect found through visual inspection which renders the material unsuitable for inclusion in the project. The Department shall be notified when any rejections are made. Materials that are delivered without certification and/or test results may be stockpiled or stored in a manner acceptable to the Resident Engineer until such time as the certification and/or test result arrive and are reviewed and accepted by the Resident Engineer.
- vi. Preparation of Reports required per the Sponsor's NPDES permit while providing on-site services, retaining all support documentation.
- vii. Participate in audits performed to determine that the project is proceeding accordingly per the plans and specifications and adhering to AIP grant requirements.

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d. FINAL INSPECTION

Initiate a request, upon substantial completion of all construction work, for a final inspection by the Department. When necessary, a punch list of uncompleted items and electrical checklist (if applicable) on the project shall be established at the final inspection. Submit a final acceptance letter (punch list complete) which shall certify to the Department and the Sponsor that, to the best of the Consultant's knowledge, information and belief, the work involved has been done in substantial conformance with the plans, specifications, and Contract Document, as the same shall have been modified, or supplemented by change order, supplementary contract or otherwise, and that such work is acceptable.

e. SAFEGUARD THE SPONSOR

Endeavor to safeguard the Sponsor against any defects and deficiencies on the part of the Contractor. The Resident Engineer does not guarantee the performance of the contract by the Contractor, except that the Resident Engineer shall ensure that, to the best of the Resident Engineer's knowledge, information and belief, the work has been done in substantial conformance with the approved plans and specifications and advise the Sponsor and/or the Department in writing of any known noncompliance set forth in the contract. This does not in any way mean that the Resident Engineer is a guarantor of the Contractor's work.

The Resident Engineer assumes no responsibility for safety in, on or about the job site, nor shall the Resident Engineer have any responsibility for the safety or adequacy of any equipment, building component, scaffolding, forms or other work aids provided by the contractor; nor is the Resident Engineer responsible for the superintendence of the contractor's work or any acts of the contractor.

f. OTHER ENGINEERING SERVICES

Furnish other Engineering Services which may be required by the Sponsor, including surveys, sub-surface investigations, sampling, testing, and analysis of soils, offsite inspection of materials, laboratory testing, and inspection and control at central mixing plants. Where tests must be conducted by commercial laboratories, only those laboratories approved by the Department will be utilized. If any of these services are conducted by outside firms, the Resident Engineer shall submit copies of the executed contract for such services as specified in Section III. B., of this Agreement. The charges for such services shall be specified in the contract and will remain in effect until completion of the services and acceptance by the Consultant. Certified copies of the results of all tests required by the Department under this paragraph are to be mailed to the Department within five (5) calendar days after the tests are completed.

g. FINAL QUANTITIES

Final quantities associated with the accepted construction work shall be submitted to the Department within thirty (30) days after final acceptance of the construction work.

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D. PLANNING AND SPECIAL SERVICES (NOT APPLICABLE)

This phase may involve activities or studies unrelated to or outside of the scope of basic design and construction phase engineering services routinely performed by the Consultant. Those activities may include master plan and airport layout plan development, environmental studies and assessments, PCI surveys, FWD testing (when used to evaluate pavement as part of a publication revision), first-order NGS monument surveys, boundary surveys, aeronautical surveys, photogrammetric surveys and topographic mapping, preparation of property ownership plats and easements, appraisal and land acquisition services, benefit / cost analysis studies, RSA determination studies, drainage studies and analyses, FEMA/FIRM map revisions and GIS updates. A detailed scope of services is prescribed in Paragraph I. H., with anticipated labor effort and costs delineated in ATTACHMENTS D / D1.

E. ENDORSEMENT OF DOCUMENTS

The Consultant will endorse and seal all final draft reports, contract plans, maps, right of way plats, and special provisions for construction contract documents. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Financial and Professional Regulation of the state of Illinois, being employed by the Consultant and responsible for the portion of the services for which license registration is required. These sealed documents will serve as the record documents for the services covered by the terms of the Agreement.

F. DELIVERABLES

At a minimum, the Consultant shall provide the Department (copy Sponsor upon request) the following deliverables:

1. Final project estimate of costs complete w/ professional services fees and sponsor reimbursement estimates.
2. DBE participation goal and breakout of DBE work.
3. QA verification of ELM Engineers Estimate for Schedule of Prices.
4. Calendar day estimate of construction and detailed breakout of critical work items and associated production rates.
5. One set of final construction plans (half-size) and special provisions - sealed by the Consultant and executed by the Sponsor.
6. One copy of the Construction Safety Plan (per guidance explained in FAA AC 150/5370-2F (or current) Operational Safety on Airports during Construction).
7. Original executed Consultant Project Certification (**ATTACHMENT N**).
8. Executed DBE Final Documentation (**ATTACHMENT O**).
9. Electronic copy/access of all information (via CD, electronic submittal or ftp site).

G. NOTICE-TO-PROCEED (NTP)

The Consultant shall not commence any phase of the work until the "official notice-to-proceed" (NTP) has been issued in writing either by the Sponsor or Department (via Office of Planning and Programming).

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Services to be performed by the Consultant under this Agreement shall become eligible for funding participation consideration as of the date of the written NTP. The dated project program notification letter (i.e. Program Letter) from the Department's Office of Planning and Programming, indicating the project's inclusion in the state program and the estimated funding participation sources/levels, shall constitute the NTP. The Consultant shall schedule a project phase kick-off meeting (pre-design, pre-construction, etc.) with the Sponsor and the Department at the earliest possible convenience upon the Sponsor's receipt of this letter.

For projects not covered by a program letter or with program letter pending, the Sponsor may issue the written NTP with concurrence from the Department. In such cases, the Sponsor is fully liable for all costs incurred as a result of such authorization pending future reimbursement once the project is programmed and a program letter is issued. The Sponsor/Consultant is required to schedule a project phase kick-off meeting (pre-design, pre-construction, etc.) with the Sponsor and the Department at the earliest possible convenience.

A copy of the program letter shall be included as **ATTACHMENT R** of this Agreement.

In the absence of a written, dated notice-to-proceed, the execution date of this Agreement shall be used to determine the eligibility of service dates.

The Sponsor and the Department are not liable, and shall not authorize payment to the Consultant, for any services performed prior to the date of notice to proceed or the execution of this Agreement (whichever takes precedent). All effort, regardless of the notice-to-proceed authorization, is subject to review and eligibility funding determination.

H. DETAILED SCOPE OF SERVICES

PRELIMINARY ASSESSMENT & SCHEMATIC DESIGN

(Not Applicable)

DESIGN PHASE SERVICES

(Not Applicable)

CONSTRUCTION PHASE

As-bid Construction Cost: \$1,262,710.82 {Base Bid and Additive Alternates 1 and 3}

The Consultant is to provide full-time, on-site services from the date of work start through final inspection and acceptance. Based upon the Opinion of Probable Construction Duration prepared by the Project Engineer and approved by the Division, with the Base Bid and Additive Alternates 1 and 3, the contractor work period includes 103 calendar days, with 56 working days.

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In covering these 103 Contract calendar days, the Consultant's field Resident Technician is to work under the supervision of the Consultant's part-time Resident Engineer dedicated to the project. The Resident Technician is to be present on-site during 92 site days, including the Pre-construction Meeting (one day), Final Inspection (one day), and during unscheduled/unplanned non-work days and partial work days, caused by weather and contractor work/task re-scheduling. {The on-site days estimate of 90 is based upon the current trend of six (6) day work-weeks and/or extended work days common with area contractors.}

The Resident Engineer will be on-site along with the Resident Technician during the Pre-construction Meeting (one day), the Final Inspection (one day), during critical inspection and quality control days, such as paving days, and for Weekly On-site Construction Meetings; for a total of 34 site days. Further, after the Final Inspection, the Resident Engineer will complete, in the field and in the office, all final project close-out procedures, including preparing Record Drawings, final project records and Materials Documentation, over a five (5) working day period.

The Consultant's Project Manager is to attend the Pre-construction Meeting and the Final Inspection Meeting, and will attend the Construction Site Meetings on a bi-weekly basis (ten (10) total). Project Manager effort in resolving critical matters, coordinating staff, and reviewing progress will be finished on a basis of five (5) hours per week (fifteen (15) weeks).

The Project Engineer will furnish shop drawing review of materials for the significant number of Project pay items (ten (10) days) and plan interpretation and sketch preparation (five (5) hours per week for fifteen (15) weeks). Record Drawings will be by Engineer at two (2) days.

Materials testing (field and laboratory) will be performed/furnished by the Consultant's materials and paving subconsultant (NASHnal Soil Testing, LLC), and will be provided as specified in the Standard Specifications and Special Provisions.

As it is anticipated that the Contractor will make use of the Consultant's design files, no field time for the Consultant's Survey Crew is anticipated. Additional surveying for grade checks, cross-sections and related earthwork pay item quantities is not contemplated, as it is assumed that the contractor will agree to "Agreement(s) to Plan Quantity".

PLANNING AND SPECIAL SERVICES

(Not Applicable)

II. CONSULTANT COMPENSATION

The Sponsor agrees to pay the Consultant as compensation for rendering the professional services hereinabove described and submitted using the standard Department invoice forms (**ATTACHMENTS G & H**). Burden and overhead rates entered into this Agreement shall be in effect for the length of the agreement and will not be adjusted, except as may be determined under an audit of costs by the Auditor General or the Department. The rates used in this Agreement shall be the latest audited or provisional approved rates by IDOT as of the date of execution of this Agreement (approval letter must be attached). Should the rate change in the time between the final approval notification of fees and the execution of this Agreement, hours will be adjusted accordingly so that there is no increase in the final approved not-to-exceed amount.

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Any professional services effort performed beyond the not-to-exceed limits expressed below, and for which a future amendment will be sought, will be performed under all Agreement provisions as the original contracted work. The dollar value of such effort is not considered approved for payment until review and approval by the Department.

A. PRELIMINARY ASSESSMENT & SCHEMATIC DESIGN (NOT APPLICABLE)

For services outlined in Section I. A., Preliminary Assessment and Schematic Design, and further detailed in Section I. H., Detailed Scope of Services,

1. a lump sum payment of **(Not Applicable)** (representing approximately 35% of the total estimated professional services compensation for design phase services as determined from the TIP request). The fee shall be paid as a lump sum when the preliminary assessment and schematic design phase deliverables (outlined in Section I. A.) are approved and accepted by the Department.

B. DESIGN PHASE SERVICES (NOT APPLICABLE)

For services outlined in Section I. B., Design Phase Services, and further detailed in Section I. H., Detailed Scope of Services,

1. a cost plus a fixed payment of **(Not Applicable)**, total amount not to exceed **(Not Applicable)**, unless a major change or addition to the scope of services is required by the Department or extensions of time are necessary for completion of the project. All justification for amendments shall be documented with effort recorded separate from the hours approved under this Agreement. All amendment requests must be supported by justification per Section III. M., Amendments to the Agreement. The payment of this fee shall be made in monthly installments submitted by the Consultant and approved by the Department. The final charges shall be submitted after the Design Phase Services have been performed, approved and all deliverables accepted by the Department in accordance with the guidance outlined in Section I. F. This period of time expires 30 days after award of the construction contract. Any submittal after this time shall not be considered eligible for payment / reimbursement by the Department unless extended by the Department.
2. a lump sum payment of **(Not Applicable)**, unless a major change or addition to the scope of work is required by the Department or extensions of time are necessary for completion of the project. All justification for amendments shall be documented with effort recorded separate from the hours approved under this Agreement. All amendment requests must be supported by justification per Section III. M., Amendments to the Agreement.

The fee shall be paid as a lump sum when the design phase deliverables (outlined in Section I. F.) are approved and accepted by the Department.

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C. CONSTRUCTION PHASE SERVICES

For services outlined in Section I. C., Construction Phase Services, and further detailed in Section I. H., Detailed Scope of Services,

1. a cost plus a fixed payment of **\$26,253.00**, total amount not to exceed **\$230,850.00**, unless a major change or addition to the scope of work is required by the Department or extensions of time are necessary for completion of the project. All justification for amendments shall be documented with effort recorded separate from the hours approved under this Agreement. All amendment requests must be supported by justification per Section III. M., Amendments to the Agreement.

The payment of this fee shall be made in monthly installments submitted to and approved by the Sponsor (and/or Department if applicable). The final charges shall be as soon as possible after official notification from the Consultant of the acceptance of the construction work. A time line will be submitted at each billing cycle after 50% which will indicate a projection of the completed engineering fee vs. the contractor's progress.

If more than one contract exists for the project, the monthly invoices submitted by the Consultant shall detail the amounts of work accomplished under each separate contract. The invoices shall also indicate the dates that the services were performed. If these services are furnished by the Consultant by obtaining such services outside the Consultant's organization, the Consultant shall be reimbursed at his actual cost for obtaining these services. However, the total payment to the Consultant shall be within the "not to exceed" amount as previously stated unless an amendment to this agreement is approved by the Sponsor (and/or Department if applicable).

D. PLANNING AND SPECIAL SERVICES (NOT APPLICABLE)

For services outlined in Section I. D., Planning and Special Services, and further detailed in Section I. H., Detailed Scope of Services,

1. a cost plus a fixed payment of **(Not Applicable)**, total amount not to exceed **(Not Applicable)**, unless a major change or addition to the scope of work is required by the Department or extensions of time are necessary for completion of the project. All justification for amendments shall be documented with effort recorded separate from the hours approved under this Agreement. All amendment requests must be supported by justification per Section III. M., Amendments to the Agreement. The payment of this fee shall be made in monthly installments submitted to and approved by the Sponsor. The final charges for the Special Services Phase shall be submitted within forty-five (45) days after official notification from the Consultant of the acceptance of the construction work or within 45 days after official notification from the Department of acceptance of the approved construction projects unless extended by the Department.
2. a lump sum payment of **(Not Applicable)**, unless a major change or addition to the scope of work is required by the Department or extensions of time are necessary for completion of the project. All justification for amendments shall be documented with effort recorded separate from the hours approved under this Agreement. All amendment requests must be supported by justification per Section III. M., Amendments to the Agreement. The fee shall be paid as a lump sum when the deliverables are approved and accepted by the Department.

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III. SPECIAL CONDITIONS

The Consultant shall render the services in accordance with generally accepted Professional Standards.

A. TERMINATION

(Reference: 49 CFR Part 18.36(i)(2); FAA Order 5100.38)

The Sponsor, by written seven (7) day notice, may terminate this agreement in whole or in part at any time, because of the failure of the other party to fulfill his agreement obligations. Upon receipt of such notice, the Consultant shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Sponsor all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the Consultant in performing this agreement whether completed or in process.

1. If the termination is due to the failure of the Consultant to fulfill his agreement obligations, the Sponsor may take over the work and prosecute the same to completion by agreement or otherwise. In such case, the Consultant shall be liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
2. If, after notice of termination for failure to fulfill agreement obligations, it is determined that the Consultant had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor.
3. It is hereby understood and agreed that should the agreement be terminated, the Consultant shall be entitled to and shall receive a fee based on the amount of work accomplished and approved by the Department up to the day of notification of termination. The fee shall be equal to the sum of the actual number of man-hours of each category of work applied at a negotiated hourly rate, plus any outside services approved by the participating agencies and accomplished prior to the notification. If terminated under Section III. HH., Breach of Contract Terms, the Consultant will not be entitled to profit on the work accomplished.

B. CHANGE IN CONSTRUCTION PLANS

It is hereby understood and agreed that if the construction plans are completed in accordance with criteria and/or decisions made by the Sponsor (and/or the Department if applicable), and approved by the Department, and said construction plans are substantially changed or revised, for any reason other than the fault of the Consultant in preparing same, then the Consultant shall be entitled to compensation for rendering the services necessary to complete the changes. The amount of this fee shall be negotiated between the Sponsor, Consultant and the Department, and approved by the Department, and an amendment to the agreement should be accomplished prior to authorizing the Consultant to proceed with the changes. The fee shall be due and payable when the revisions are approved by the Sponsor and the Department.

It is the Consultants responsibility to notify the Department as soon as possible when changes/revisions are identified that are beyond the scope of services contemplated under this Agreement.

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C. HOLD HARMLESS

The Consultant shall be responsible to pay for all labor, material and equipment costs incurred and for any and all damages to property or persons to the proportionate extent arising out of the negligent performance of services under this agreement and shall indemnify and save harmless the Sponsor, (and/or the Department if applicable), their officers, agents and employees from all third party suits, claims, actions or damages of any nature whatsoever to the proportionate extent resulting there from. These indemnities shall not be limited by the listing of any insurance coverage. If any errors, negligent acts and/or omissions are made by the Consultant in any phase of the work under this agreement, the correction of which may require additional field or office work, the Consultant will be promptly notified and will be required to perform such additional services as may be necessary to correct these errors, negligent acts and/or omissions without undue delay and without additional cost to the Sponsor (and/or the Department if applicable). The Consultant shall be responsible for any damages incurred as a result of his errors, negligent acts and/or omissions and for any losses or cost to repair or remedy construction as a result of his errors, omission and/or negligent acts, to the extent such error, omission or negligent act breaches the Professional Standard of care. The Consultant shall not be responsible for any consequential damages of the Sponsor or the Department. Neither the Consultant, Sponsor, nor Department shall be obligated for the other parties' negligence or for the negligence of others.

D. DRAWING OWNERSHIP

It is further mutually agreed by the parties hereto that reproducible copies of the drawings, computer disks, tracings, construction plans, specifications and maps prepared or obtained under the terms of the contract shall be delivered to and become the property of the Sponsor and basic survey notes and sketches, charts, computations and other data shall be made available upon request of the Sponsor. If any information is used by the Sponsor or another Consultant such use or reuse by the Sponsor or others shall be at the sole risk and without liability or legal exposure to the Consultant.

E. CONTRACT FOR OUTSIDE SERVICES

If any of the services outlined in Section I. are furnished by the Consultant by obtaining such services outside the Consultant's organization, the Consultant shall provide an executed contract between the person(s) or firm and the Consultant outlining the services to be performed and the charges for the same. Two (2) copies of the executed contract shall be submitted to the participating agencies for approval prior to the services being performed; all covenants and Special Conditions shall be included and binding on all subcontracts.

F. FORMERLY NOTICE TO PROCEED (See Section I. G.)**G. SUBLET AGREEMENT**

Each party binds himself, his partners, successors, executors, administrators and assigns, to the other part of this agreement and to the partners, successors, executors, administrators and assigns for such other party at all covenants of this Agreement.

Except as above, neither the Sponsor nor the Consultant shall assign, sublet or transfer his interest in this agreement without the written consent of the other party hereto.

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H. AGREEMENT EXPIRES

This agreement expires upon final approval and acceptance of the completed project(s) by the Sponsor (and/or Department as applicable), and after all final engineering charges have been paid to the Consultant as of the date of project close-out or after five years from the date of execution, whichever comes first. Payment liability by the State is as outlined above (see **Section I.G., Notice to Proceed** and **Section II., Consultant Compensation**).

I. EQUAL EMPLOYMENT OPPORTUNITY

(Reference: 49 CFR Part 21; FAA AC 150/5100-15A or latest revision)

The Consultant agrees to conduct the services in compliance with all the requirements imposed by or pursuant to Title VI of the Civil Rights Act of 1964, Part 21 of the Regulations of the Secretary of Transportation, and Executive Order No. 11246, "Equal Employment Opportunity," as amended.

During the performance of this contract, the Consultant, for itself, its assigns and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

1. Compliance with Regulations. The Consultant shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination. The Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, Including, Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. Information and Reports. The Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

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5. Sanctions for Noncompliance. In the event the Consultant's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as may determine to be appropriate, including, but not limited to –
 - a. withholding of payments to the Consultant under the contract until the Consultant complies, and/or
 - b. cancellation, termination, or suspension of the contract, in whole or in part.

Incorporation of Provisions. The Consultant shall include the provisions of paragraphs 1 through 5 (above) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the sponsor may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event an Consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the Consultant may request the sponsor and/or Department to enter into such litigation to protect the interests of the sponsor and, in addition, the Consultant.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) ASSURANCES

1. Policy. It is the policy of the Department of Transportation (DOT) that disadvantaged business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 23 applies to this agreement.
2. DBE Obligation. The Consultant agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all Consultants shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Consultants shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

J. OPEN ACCESS TO DOCUMENTS

(Reference: 49 CFR Part 18.36(l); FAA Order 5100.38)

(Public Act 90-0572 Section 20-65; Public Act 87-991)

The Consultant shall maintain, for a minimum of 5 years after the completion of the contract, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General; and the Consultant agrees to cooperate fully with any audit conducted by the Auditor General and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this Section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

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K. CERTIFICATION OF CAPACITY TO CONTRACT
(Public Act 90-0572, Section 50-13)

It is unlawful for any person holding an elective office in this State, holding a seat in the General Assembly, or appointed to or employed in any of the offices of State government, or who is an officer or employee of the Illinois Building Authority or the Illinois Toll Highway Authority, or who is the wife, husband or minor child of any such person, to have or acquire any contract, or any direct pecuniary interest in any contract therein, whether for stationery, printing, paper or for any services, materials or supplies, which will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any contract of the Illinois Building Authority or the Illinois Toll Highway Authority. Payments made for a public aid recipient are not payments pursuant to a contract with the State within the meaning of this Section.

It is unlawful for any firm, partnership, association or corporation in which any such person is entitled to receive more than 7 ½% of the total distributable income to have or acquire any such contract or direct pecuniary interest therein.

It is unlawful for any firm, partnership, association or corporation in which any such person together with his spouse or minor children is entitled to receive more than 15%, in the aggregate, of the total distributable income to have or acquire any such contract or direct pecuniary interest therein.

Nothing in this Section invalidates the provisions of any bond or other security hereto or hereafter offered for sale or sold by or for the State of Illinois.

This Section does not affect the validity of any contract made between the State and an officer or employee of the State or member of the General Assembly, his spouse, minor child or any combination of such persons, if that contract was in existence before his election or employment as such officer, member, or employee. Such a contract is void, however, if it cannot be completed within 6 months after such officer, member, or employee takes office, or is employed.

This Section does not apply to (1) a contract for personal services as a teacher or school administrator between a member of the General Assembly or his spouse, or a State officer or employee or his or her spouse, and any school district, public community, college district, the University of Illinois, Southern Illinois University or any institution under the control of the Board of Governors of State Colleges and Universities or under the control of the Board of Regents or (2) a contract for personal service of a wholly ministerial character including but not limited to services as a laborer, clerk, typist, stenographer, page, bookkeeper, receptionist or telephone switchboard operator, made by a spouse or minor child of an elective or appointive State officer or employee or of a member of the General Assembly or (3) payments made to a member of the General Assembly, a State officer or employee, his or her spouse or minor child acting as a foster parent, homemaker, advocate, or volunteer for or in behalf of a child or family served by the Department of Children and Family Services.

Any person convicted of a violation of this Section shall be guilty of a business offense and shall be fined not less than \$1,000 nor more than \$5,000.

The appropriate Certification of Capacity to Contract will be executed in Section III. X., of this agreement.

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L. THE CONSULTANT SELECTION

(Reference: 49 CFR Part 18; FAA AC 5100-14D or latest revision)
 (30 ILCS 535; IDOT-Aeronautics Administrative Bulletin: 2010-02)

The Village of Tinley Park, Illinois, an Illinois home-rule municipality, hereby certifies that it has completed the prescribed qualifications based consultant selection procedures. The firm of **Primera Engineers, Ltd.**, of **Chicago, Illinois**, has been selected to provide the engineering services required for the project on the **fourteenth day of July, 2022**.

M. AMENDMENTS TO THE AGREEMENT

All effort recorded to document a claim for additional compensation must be delineated separately from the original scope of services with personnel, classifications, dates worked, rates, hours and services thoroughly detailed and clearly identified.

The Department shall be notified of potential amendment requests at the earliest possible opportunity once it has been determined that any of the following three circumstances may exist. Any amendments to the Agreement which increases the fee or the time of performance must contain one of the following written determinations (with support documentation) depending upon the circumstances of the change.

1. *The undersigned determine that the circumstances which necessitate this change were not reasonably foreseeable at the time the contract was signed.*
2. *The undersigned determine that the circumstances which necessitate this change were not within the contemplation of the contract as signed.*
3. *The undersigned determine that this change is in the best interest of the State and is authorized by law.*

Date: _____

Sign Name: _____



Print Name: _____

Title: _____

Any professional services effort performed beyond the not-to-exceed limits expressed in **Section II. Consultant Compensation**, and for which a future amendment will be sought, will be performed under all Agreement provisions as the original contracted work. The dollar value of such effort is not considered approved for payment until review and approval by the Department.

N. CERTIFICATION OF CONSULTANT

(Public Act 90-0572 Section 50-5)

I hereby certify that I am the **President** and duly authorized representative of the firm **Primera Engineers, Ltd.**, whose address is **550 West Jackson Boulevard, Chicago, Illinois 60661**, and that neither I nor the above firm I here represent has:

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1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Consultant) to solicit or secure this Agreement,
2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or
3. paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for me or the above Consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract; except as here expressly stated (if any):

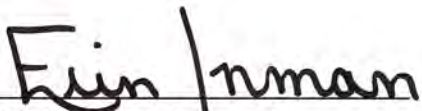
The firm certifies by execution:

1. it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm, nor has the firm been barred from being awarded a contract or subcontract.
2. it has not been barred from contracting with a unit of state or local government as a result of a violation of the Criminal Code of 1961.

I acknowledge that this certification is to be furnished to the Federal Aviation Administration of the United States' Department of Transportation in connection with this contract involving participation of Airport Improvement Program (AIP) funds and is subject to applicable state and Federal laws, both criminal and civil.

Date: _____ day of October, 2023

Name/Title: _____


Erin M. Inman, P. E.
President/Secretary

O. FEDERAL TAXPAYER IDENTIFICATION NUMBER

The following statement is made under penalty of perjury:

"The Firm's correct Federal Taxpayer Identification Number is **36-3520747**. This firm is doing business as a (please check one):

☐ Individual

☐ Partnership

☒ Corporation"

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P. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION
(Reference: 49 CFR Part 26)

Contract Assurance (§26.13) - The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

In keeping with the DBE plan adopted by the Sponsor, the Consultant shall take all necessary and reasonable steps to attain DBE participation in this contract.

The work for each subconsultant should be listed separately. If the subconsultant is being utilized to meet the project DBE goal, they must be prequalified in that category and certified as a DBE in that category. Please indicate that they are certified in that category. The certification list is available on the Department's website on the "Doing Business" menu under Small Business Enterprises and IL UCP directory <https://webapps.dot.illinois.gov/UCP/ExternalSearch>. The percent of work is computed based on the individual subconsultant's work effort in each category.

Firm Name: NASHnal Soil Testing, LLC
Subcontract Amount: \$23,541.00

Participation Category	Percent of Work	DBE Certification
NAICS 541380 Testing Laboratories & Services	10.20%	Illinois UCP

NOTE: All final payments requests shall contain completed ATTACHMENT O - DBE Final Documentation or the complete information on the Consultant's format.

Q. DISCRIMINATION

(Reference: 49 CFR Part 21; FAA AC 150/5100-15A or latest revision)
(Executive Order 11246 of September 24, 1965; 41 CFR Part 60)

The Consultant agrees not to commit unlawful discrimination in employment in Illinois and further agrees to take affirmative action to ensure that no unlawful discrimination is committed.

R. DUES/FEES TO CLUBS WHICH DISCRIMINATE
(775 ILCS 25/2 Source: P.A. 85 909)

The Consultant of the business entity certifies that it is not prohibited from selling goods or services to the State of Illinois because it pays dues or fees on behalf of its employees or agent or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates.

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S. CONFLICT OF INTEREST**(Public Act 90-0572 Section 50-13)**

The Consultant agrees to comply with the provision of the Illinois Public Act prohibiting conflict of interest and all the terms, conditions and provisions of those Sections apply to this contract and are made a part of this contract the same as though they were incorporated and included herein.

T. FELONY CONVICTION**(Public Act 90-5072 Section 50-10)**

The Consultant certifies that if he/she or the business entity has been convicted of a felony, at least five years has passed since the completion of the sentence as of the contract date.

U. ILLINOIS HUMAN RIGHTS NUMBER

The Consultant must have an Illinois Department of Human Rights prequalification number, or have an application on file with the Illinois Department of Human Rights office at the State of Illinois Center, Suite 10-100, 100 West Randolph, Chicago, Illinois 60601 (refer to Department of Human Rights form).

#IDHR PC-1/IL 442-0010

IDHR # 115012-00

V. EDUCATIONAL LOAN DEFAULT**(5 ILCS 385).**

The Consultant certifies that, if this agreement is with an individual or individuals, that he/she is not in default on an educational loan.

W. DRUG FREE WORKPLACE**(30 ILCS 580).**

If the Consultant has 25 or more employees, the following certification shall apply and, by signing this document, the Consultant certifies as follows:

The Consultant certifies that he will provide a drug free workplace in compliance with the Drug Free Workplace Act ("Act"). Specifically, Consultant certifies he will do the following:

(a) Publish a statement:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the Consultants workplace.

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- (2) Specifying the actions that will be taken against employees for violations of such prohibition.
- (3) Notifying the employee that, as a condition of employment on this agreement, the employee will:
 - (A) abide by the terms of the statement; and
 - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction.
- (b) Establish a drug free awareness program to inform employees about:
 - (1) the dangers of drug abuse in the workplace;
 - (2) the Consultant policy of maintaining a drug free workplace;
 - (3) any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) the penalties that may be imposed upon employees for drug violations.
- (c) Give a copy of the statement described above to each employee engaged in the performance of the contract and post the statement in a prominent place in the workplace.
- (d) Notify the State within 10 days after receiving notice under part (a)(3)(B) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by §5 of the Act.
- (f) Assist employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicate that a trained referral team is in place.
- (g) Make a good faith effort to continue to maintain a drug free workplace through implementation of §3 of the Act.

If an individual, the Consultant further certifies that he will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the agreement.

X. CAPACITY TO CONTRACT
(Public Act 90-0572)

The Consultant certifies that the Corporation's certificate of Authority to do business in Illinois, is in good standing with the Secretary of State's Office.

CERTIFICATION OF CAPACITY TO CONTRACT

Public Act 90-0572 prohibits certain persons and entities from having or acquiring any contract with the State of Illinois and from having or acquiring any direct pecuniary interests in any contract with the State of Illinois, whether for materials, services, supplies, printing or stationery. This prohibition does not extend to certain contracts for personal services of a ministerial nature as provided for in the Act.

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The undersigned, being a duly authorized officer and the duly elected President/Secretary and Vice President/Chief Financial Officer of **Primera Engineers, Ltd.**, a corporation, hereby certify that they have read Public Act 90-0572 Section 50-13 and that they have checked the records of the corporation and that no person who is entitled to receive individually more than 7 ½% of the total distributable income of the corporation, or together with their spouse or minor child more than 15% of the total distributable income of the corporation, is (i) an elected State official, a member of the General Assembly, an appointed State officer, a State employee; (ii) an officer or employee of the Illinois Toll Highway Authority or of the Illinois Building Authority; or (iii) a spouse or a minor child of any such enumerated person.

Date: _____ day of October, 2023

Primera Engineers, Ltd.
Corporation

By: 
Erin M. Inman, P.E.
President/Secretary

By: 
Melissa Clark
Vice President/Chief Financial Officer

Y. CERTIFICATION REGARDING LOBBYING
(Reference: 49 CFR Part 20, Appendix A)

Certification for Contracts, Grants, Loans and Cooperative Agreements.

The Consultant certifies compliance with Section 319 of Public Law 101-102 and to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an Officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

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3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Z. INTERNATIONAL BOYCOTT

(Applicable to contracts in excess of \$10,000):

The Consultant certifies that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act. The Consultant makes the certification set forth in Section 5 of the International Anti-Boycott Certification Act.

AA. NON-APPROPRIATION CLAUSE

Obligations of the State will cease immediately without penalty or further payment being required in any fiscal year the Illinois General Assembly fails to appropriate or otherwise make available sufficient funds for payment of this Agreement.

BB. DEBT CERTIFICATION

The Consultant certifies that it, or any affiliate, is not barred from being awarded a contract under 30 ILCS 500/50-11 and 50-12. The Consultant further acknowledges that the contracting State agency may declare the contract void if the preceding certification is false or if the contractor, or any affiliate, is determined to be delinquent in the payment of any debt to the State during the term of the contract.

CC. GOODS FROM CHILD LABOR ACT

The Consultant certifies in accordance with Public Act 94-0264 that no foreign made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12.

DD. QUALIFICATION BASED SELECTION ACT

(Reference: 49 CFR Part 18.36; FAA Order 5100.38; FAA AC 150/5100-14 (latest))

The parties hereby certify that there was compliance with the provisions of the State of Illinois' Architectural, Engineering and Land Surveying Qualifications Based Selection Act, Chapter 30 ILCS 535 in the procurement of the services covered by this Agreement.

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EE. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
(Reference: 49 CFR Part 29; FAA Order 5100.38)

The Consultant certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this Agreement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Consultant or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

FF. RIGHTS TO INVENTIONS
(Reference: 49 CFR Part 18.36(i)(8); FAA Order 5100.38)

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

GG. TRADE RESTRICTION CLAUSE
(Reference: 49 CFR Part 30.13; FAA Order 5100.38)

The Consultant or subconsultant, by submission of an offer and/or execution of a contract, certifies that it:

1. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
2. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
3. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a Consultant or subconsultant who is unable to certify to the above. If the Consultant knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the Consultant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The Consultant may rely on the certification of a prospective subconsultant unless it has knowledge that the certification is erroneous.

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The Consultant shall provide immediate written notice to the sponsor if the Consultant learns that its certification or that of a subconsultant was erroneous when submitted or has become erroneous by reason of changed circumstances. The subconsultant agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the Consultant or subconsultant knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

HH. BREACH OF CONTRACT TERMS (Reference: 49 CFR Part 18.36)

Any violation or breach of terms of this contract on the part of the Consultant or their subconsultants may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

II. BAN ON TEXTING WHILE DRIVING (Reference: Executive Order 13513)

In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Consultant or subconsultant is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or sub-grant.
2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

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- b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

The Consultant or subconsultant must insert the substance of this clause on banning texting when driving in all contracts and subcontracts.

Policies and procedures for procurement of professional services are established in Federal Regulation Title 49 CFR Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements. The Airport and Airway Improvement Act (AAIA) of 1982, as amended, serves as the enabling legislation. The parties agree that these policies and procedures have been followed.

IN WITNESS WHEREOF, the parties hereto have affixed their hand and seals at Tinley Park, Illinois, effective the _____ day of October, 2023.

ATTEST:

(SEAL)

VILLAGE OF TINLEY PARK, ILLINOIS

FEIN _____

(Federal Employee's Identification Number)

By: _____

Nancy M. O'Connor
Village Clerk

By: _____

Michael W. Glotz
Mayor

ATTEST:

(SEAL)

PRIMERA ENGINEERS, LTD.

FEIN 36-3520747

(Federal Employee's Identification Number)

By:  _____

Melissa Clark
Vice President/Chief Financial Officer

By:  _____

Erin M. Inman, P.E.
President/Secretary

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LIST OF ATTACHMENTS

ATTACHMENT A / A1 -	PRELIMINARY ASSESSMENT & SCHEMATIC DESIGN PHASE SERVICES <i>NOT APPLICABLE</i> ESTIMATE OF COSTS / SALARY EXPENSES <i>NOT APPLICABLE</i>
ATTACHMENT B / B1 -	DESIGN PHASE SERVICES <i>NOT APPLICABLE</i> ESTIMATE OF COSTS / SALARY EXPENSES <i>NOT APPLICABLE</i>
ATTACHMENT C / C-1	CONSTRUCTION PHASE SERVICES ESTIMATE OF COSTS / SALARY EXPENSES / LABOR BREAKDOWN
ATTACHMENT D / D1 -	PLANNING AND SPECIAL SERVICES <i>NOT APPLICABLE</i> ESTIMATE OF COSTS / SALARY EXPENSES <i>NOT APPLICABLE</i>
ATTACHMENT E -	ENGINEERING REPORT (General Guidance) <i>NOT APPLICABLE</i>
ATTACHMENT F -	RESIDENT ENGINEER'S DIARY (Standard Format)
ATTACHMENT G -	COST PLUS FIXED PAYMENT INVOICE (Standard Format)
ATTACHMENT H -	LUMP SUM INVOICE (Standard Format) <i>NOT APPLICABLE</i>
ATTACHMENT I -	EFFORT DETAIL BREAKDOWN (Standard Format)
ATTACHMENT J -	TESTING SCHEDULE
ATTACHMENT K -	TESTING RATES & COST SUMMARY
ATTACHMENT L -	SUMMARY OF PAYROLL BURDEN AND FRINGE COSTS
ATTACHMENT M -	SUMMARY OF OVERHEAD AND INDIRECT COSTS
ATTACHMENT N -	PROJECT CERTIFICATION
ATTACHMENT O -	DBE FINAL DOCUMENTATION
ATTACHMENT P -	PROJECT SKETCH
ATTACHMENT Q -	PROJECT LETTING SCHEDULE
ATTACHMENT R -	OP&P PROGRAM LETTER
ATTACHMENT S -	CURRENT IDOT PROVISIONAL PAYROLL BURDEN / FRINGE EXPENSE AND GENERAL / ADMINISTRATIVE EXPENSE RATE LETTER
ATTACHMENT T -	OPINION OF PROBABLE CONSTRUCTION DURATION
ATTACHMENT U -	RETAINER AGREEMENT

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ATTACHMENT A
PRELIMINARY ASSESSMENT & SCHEMATIC DESIGN PHASE SERVICES
Estimate of Costs

Category	Amount
1. <u>Direct Salary Costs</u>	\$0.00
2. <u>Overhead Labor/General/Administrative</u> ¹ (CY 2021) 126.50%	0.00
3. <u>Direct Nonsalary Expenses</u>	
Materials and Supplies	0.00
Printing	0.00
Transportation Costs ² - from Below	0.00
Other Costs (excluding Outside Services) - from Below	0.00
4. <u>Fixed Payment</u> ⁵	0.00
5. <u>Outside Services</u> (including Lodging and Per Diem) - from Below	0.00
Total Amount Not to Exceed (Lump Sum)	\$0.00

Estimated cost of total professional design phase services from TIP: **Not Applicable**

3. Transportation Costs ²	Unit	Unit Cost	No. Units	Extended Cost
Vehicle (Owned or Leased)	Day	\$65.00	0.0	\$0.00
Vehicle (Rented)	Day	55.00	0.0	0.00
Vehicle (Mileage Rate)	Mile	0.655	0.0	0.00
Total				\$0.00

3. Other Costs (excluding Outside Services)	Unit	Unit Cost	No. Units	Extended Cost
CADD Usage Charges ⁴	None	0.00	0.0	\$0.00
Shipping, Postage				0.00
Total				\$0.00

5. Outside Services	Unit	Unit Cost	No. Units	Cost
Per diem Meals ^{2,3}	Day	\$28.00	0.0	\$0.00
Lodging ^{2,3}	Day	95.00	0.0	0.00
Subconsultant				0.00
Total				\$0.00

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ATTACHMENT A-1
PRELIMINARY ASSESSMENT & SCHEMATIC DESIGN PHASE SERVICES
Estimate of Salary Expenses

Position/Title	Time Required (Hours)	Hourly Wage	Salary Expense
Principal	0.0	\$86.00	\$0.00
Senior Project Manager	0.0	80.52	0.00
Project Engineer (Engineer 5)	0.0	72.77	0.00
Engineer (Engineer 3)	0.0	51.38	0.00
Engineer (Engineer 2)	0.0	39.68	0.00
Junior Engineer (Engineer 1)	0.0	35.97	0.00
Senior Designer (Designer 4)	0.0	54.62	0.00
Designer (Designer 3)	0.0	43.41	0.00
Junior Designer (Designer 1)	0.0	30.24	0.00
Senior Technician (Field Technician 4)	0.0	51.88	0.00
Technician (Field Technician 2)	0.0	36.75	0.00
Junior Technician (Field Technician 1)	0.0	27.50	0.00
Administration (Project Assistant)	<u>0.0</u>	<u>33.47</u>	<u>0.00</u>
Total	0.0	\$0.00	\$0.00

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ATTACHMENT B
DESIGN PHASE SERVICES
Estimate of Costs

ITEMS	QUANTITY	UNIT PRICE	TOTAL
1. <u>Direct Salary Costs</u>			\$0.00
2. <u>Overhead Labor/General/Administrative</u> ¹ (CY 2021)	126.50%		0.00
3. <u>Direct Nonsalary Expenses</u>			
Materials and Supplies			0.00
Printing			0.00
Transportation Costs ² - from Below			0.00
Other Costs (excluding Outside Services) - from Below			0.00
4. <u>Fixed Payment</u> ⁵			0.00
5. <u>Outside Services</u> (including Lodging and Per Diem) - from Below			0.00
Total Amount Not-to-Exceed (Cost Plus Fixed Payment)			50.00

Preliminary Design Construction Estimate: **Not Applicable**

3. Transportation Costs ²	Unit	Unit Cost	No. Units	Extended Cost
Vehicle (Owned or Leased)	Day	\$65.00	0.0	\$0.00
Vehicle (Rented)	Day	55.00	0.0	0.00
Vehicle (Mileage Rate)	Mile	0.655	0.0	0.00
Total				\$0.00

3. Other Costs (excluding Outside Services)	Unit	Unit Cost	No. Units	Extended Cost
CADD Usage Charges ⁴	None	0.00	0.0	\$0.00
Shipping, Postage				0.00
Total				\$0.00

5. Outside Services	Unit	Unit Cost	No. Units	Cost
Per diem Meals ^{2,3}	Day	\$28.00	0.0	\$0.00
Lodging ^{2,3}	Day	95.00	0.0	0.00
Subconsultant				0.00
Total				\$0.00

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ATTACHMENT B-1
DESIGN PHASE SERVICES
Estimate of Salary Expenses

Classification	Only Requested Months	Monthly Wage	Salary Expense
Principal	0.0	\$86.00	\$0.00
Senior Project Manager	0.0	80.52	0.00
Project Engineer (Engineer 5)	0.0	72.77	0.00
Engineer (Engineer 3)	0.0	51.38	0.00
Engineer (Engineer 2)	0.0	39.68	0.00
Junior Engineer (Engineer 1)	0.0	35.97	0.00
Senior Designer (Designer 4)	0.0	54.62	0.00
Designer (Designer 3)	0.0	43.41	0.00
Junior Designer (Designer 1)	0.0	30.24	0.00
Senior Technician (Field Technician 4)	0.0	51.88	0.00
Technician (Field Technician 2)	0.0	36.75	0.00
Junior Technician (Field Technician 1)	0.0	27.50	0.00
Administration (Project Assistant)	<u>0.0</u>	<u>33.47</u>	<u>0.00</u>
Total	0.0	\$0.00	\$0.00

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ATTACHMENT C
CONSTRUCTION PHASE SERVICES
Estimate of Costs

Category	Amount
1. <u>Direct Salary Costs</u>	\$76,168.59
2. <u>Overhead Labor/General/Administrative</u> ¹ (CY 2021) 126.50%	96,353.27
3. <u>Direct Nonsalary Expenses</u>	
Materials and Supplies	0.00
Printing (Record Drawings on CD)	0.00
Transportation Costs ² - from Below	8,387.50
Other Costs (excluding Outside Services) - from Below	150.00
4. <u>Fixed Payment</u> ⁵	26,253.00
5. <u>Outside Services</u> (including Lodging and Per Diem) - from Below	23,541.00
Total Amount Not-to-Exceed (Cost Plus Fixed Payment)	\$230,850.00

Contract Calendar Days: 103

Estimated Days On-site: 90 for RT; 34 for RE

3. Transportation Costs ²	Unit	Unit Cost	No. Units	Extended Cost
Vehicle (Owned or Leased)	Day	\$65.00	124.0	\$8,060.00
Vehicle (Rented)	Day	55.00	0.0	0.00
Vehicle (Mileage Rate)	Mile	0.655	500.0	<u>327.50</u>
Total				\$8,387.50
3. Other Costs (excluding Outside Services)	Unit	Unit Cost	No. Units	Extended Cost
CADD Usage Charges ⁴	None	0.00	0.0	\$0.00
Shipping, Postage				<u>150.00</u>
Total				\$150.00
5. Outside Services	Unit	Unit Cost	No. Units	Cost
Per diem ^{2,3}	Day	\$28.00	0.0	\$0.00
Lodging ^{2,3}	Day	95.00	0.0	0.00
Subconsultant - Field and Lab Testing (NASHnal)				<u>23,541.00</u>
Total				\$23,541.00

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ATTACHMENT C-1
CONSTRUCTION PHASE SERVICES
Estimate of Salary Expenses

Classification	Time Required (Hours)	Hourly Wage	Salary Expense
Principal	0.0	\$86.00	\$0.00
Senior Project Manager	135.0	80.52	10,870.20
Project Engineer (Engineer 4)	155.0	72.77	11,279.35
Resident Engineer (Engineer 3)	312.0	51.38	16,030.56
Engineer (Engineer 2)	16.0	39.68	634.88
Junior Engineer (Engineer 1)	0.0	35.97	0.00
Senior Designer (Designer 4)	0.0	54.62	0.00
Designer (Designer 3)	0.0	43.41	0.00
Junior Designer (Designer 1)	0.0	30.24	0.00
Senior Technician (Field Technician 4)	720.0	51.88	37,353.60
Technician (Field Technician 2)	0.0	36.75	0.00
Junior Technician (Field Technician 1)	0.0	27.50	0.00
Administration (Project Assistant)	<u>0.0</u>	<u>33.47</u>	<u>0.00</u>
Total	1,338.0	\$56.93	\$76,168.59

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ATTACHMENT D
PLANNING AND SPECIAL SERVICES
Estimate of Costs

EXPENSE	AMOUNT
1. <u>Direct Salary Costs</u>	\$0.00
2. <u>Overhead Labor/General/Administrative</u> ¹ (CY 2021) 126.50%	0.00
3. <u>Direct Nonsalary Expenses</u>	
Materials and Supplies	0.00
Printing	0.00
Transportation Costs ² - from Below	0.00
Other Costs (excluding Outside Services) - from Below	0.00
4. <u>Fixed Payment</u> ⁵	0.00
5. <u>Outside Services</u> (including Lodging and Per Diem) - from Below	0.00
Total Amount Not-to-Exceed (Cost Plus Fixed Payment)	\$0.00

3. Transportation Costs ²	Unit	Unit Cost	No. Units	Extended Cost
Vehicle (Owned or Leased))	Day	\$65.00	0.0	\$0.00
Vehicle (Rented)	Day	55.00	0.0	0.00
Vehicle (Mileage Rate)	Mile	0.655	0.0	<u>0.00</u>
Total				\$0.00

3. Other Costs (excluding Outside Services)	Unit	Unit Cost	No. Units	Extended Cost
CADD Usage Charges ⁴	None	0.00	0.0	\$0.00
Shipping, Postage				<u>0.00</u>
Total				\$0.00

5. Outside Services	Unit	Unit Cost	No. Units	Cost
Per diem ^{2,3}	Day	\$28.00	0.0	\$0.00
Lodging ^{2,3}	Day	95.00	0.0	0.00
Subconsultant				<u>0.00</u>
Total				\$0.00

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ATTACHMENT D-1
PLANNING AND SPECIAL SERVICES
Estimate of Salary Expenses

Amount (FTEs)	Time Required (Hours)	Hourly Wage	Salary Expense
Principal	0.0	\$86.00	\$0.00
Senior Project Manager	0.0	80.52	0.00
Project Engineer (Engineer 5)	0.0	72.77	0.00
Engineer (Engineer 3)	0.0	51.38	0.00
Engineer (Engineer 2)	0.0	39.68	0.00
Junior Engineer (Engineer 1)	0.0	35.97	0.00
Senior Designer (Designer 4)	0.0	54.62	0.00
Designer (Designer 3)	0.0	43.41	0.00
Junior Designer (Designer 1)	0.0	30.24	0.00
Senior Technician (Field Technician 4)	0.0	51.88	0.00
Technician (Field Technician 2)	0.0	36.75	0.00
Junior Technician (Field Technician 1)	0.0	27.50	0.00
Administration (Project Assistant)	<u>0.0</u>	<u>33.47</u>	<u>0.00</u>
Total	0.0	\$0.00	\$0.00

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NOTES FOR ATTACHMENTS A THROUGH D

1. A letter from IDOT with approval or provisional payroll burden / fringe and general / administrative expense rates must be attached (ATTACHMENT S) for verification of rates.
2. Current approved rates established by State of Illinois - Governors Travel Control Board.
3. Shall not be used in calculation of fixed payment amount.
4. CADD is incorporated into the approved overhead and burden rate.
5. Fixed Payment (Profit) = (14.5%) x [Direct Salary Costs + (OH&B) x (Direct Salary Costs) + Transportation + Materials & Supplies + Printing + Other Costs (excluding outside services)].

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ATTACHMENT E
ENGINEERING REPORT (General Guidance)

The Engineering Report is to be prepared by the Consultant and submitted to the Sponsor and/or Department, if possible, prior to starting Plans and Specifications. The Report shall include, at a minimum, a discussion of the following elements which are applicable and any other elements deemed necessary by the Department:

1. Introduction, project overview and consistency with approved ALP, justification, scope, authorization, funding, required environmental actions and schedule.
2. Investigations and evaluations, including pavement history, PCI information, topographic survey data, soil sampling and testing, boring logs, CBR test results, subgrade stabilization considerations, and seasonal frost issues.
3. Pavement design considerations, including pavement types and/or alternates; any unusual design and reasons therefore, selection of design CBR value, traffic distribution, and reported pavement strength.
4. Rehabilitation, strengthening and/or overlay work shall be detailed as to the type of work required, including existing pavement conditions, material selection considerations, thickness design and economic analysis.
5. Construction features which vary from FAA criteria should be identified including the problem(s) facts, alternative solutions, and/ or desired solution. Is the desired solution the most economical?
6. Items such as materials sources, soils, drainage, water for construction, cost of land vs. development, contractor resources, available finances, and stage development. The report should say how these factors affected the decisions made by the Consultant in the design.
7. Explanation of drainage design criteria including explanation of drainage districts data input and off-site drainage impact on design. Include drainage calculations and modeling.
8. Special considerations for local circumstances such as available material, equipment, contractors, and airport sponsored events.
9. Consultant's choice of options for the lighting design; similar explanation of choices made for the drainage, fencing, turfing and marking, including decisions regarding cover crop seeding.
10. Approach conditions which will result from proposed work and comparison with FAA criteria.
11. Analysis of potential RSA determination (if applicable).
12. Development of PCN for runway strengthening and rehabilitation projects.
13. Description of non-AIP work and quantity separation from AIP eligible items.
14. Identify work to be done by others such as utility companies and airports sponsor forces.
15. The Consultant's preliminary estimate of construction costs, fees and expenses shall be included.
16. A discussion of project safety concerns (per guidance explained in FAA AC 150/5370-2E (or current) Operational Safety on Airports during Construction) shall be included.
17. A discussion of project phasing / sequencing and estimate of construction calendar days shall be included.

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ATTACHMENT F

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Illinois Department of Transportation

Resident Engineer's Diary

Airport: _____ Date: _____
 Contractor: _____ IL Project No.: _____ AIP Project _____
 Temperature: _____ °F Wind: _____ Weather Conditions: _____
 Status: ☐ Active ☐ Suspended Jobsite Conditions: ☐ Workable ☐ Non-workable

Controlling Item:

Workforce

Consultant (# of people, hours): _____

Contractor (# of people, equipment, hours): _____

Daily Work

Pay items / General Location: _____

Instructions to Contractor / Unusual Events: _____

Verbal Approvals (official & item): _____

Additional Work (change order, etc.): _____

Official Visitors: _____

Materials Deliveries (material, quantity, quality) / Testing (test, location, corrective action): _____

Other: _____

Calendar Days:

Awarded
Charged
Remaining

DBE Onsite?: (yes or no)

Own forces used?: ☐
Own equipment used?: ☐

Submitted By:

Firm:

Date:

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ATTACHMENT G

COST PLUS FIXED PAYMENT INVOICE (Standard Format)

To: _____, Chief Engineer
 Illinois Department of Transportation
 Division of Aeronautics
 Abraham Lincoln Capital Airport,
 1 Langhorne Bond Drive
 Springfield, IL 62707-8415

From (Firm): _____

Address: _____

Telephone No. () _____

INVOICE # _____ Date _____

Attn: _____, Section Chief

[] Partial [] Final

Airport _____

Municipality _____, IL

IL Proj. No. _____

Federal Proj. No. _____

Notice to Proceed Date (OP&P program letter or Sponsor authorization): _____

Per A/E Agreement / Amendment dated: _____

Services (check only those services pertaining to invoice):

☐ Preliminary Phase Services
☐ Design Phase Services
☐ Construction Phase Services

☐ Planning and Special Services
☐ Other ()
☐ Amendment(s)

Service Dates:

For Services Rendered From (date): _____

To (date): _____

(1) Direct Salaries to Date. \$
 (2) Payroll Burden and Overhead (_____ %) \$
 (3) Other Direct Salaries. \$
 (4) Profit - (Fixed Payment \$ _____ x _____ % Complete) \$
 (5) SUBTOTAL \$
 (6) Direct Costs of Services by Others \$
 (7) Direct Costs, Travel and In-plant. \$
 (8) TOTAL AMOUNT EARNED To Date: (5) + (6) + (7) \$
 (9) Maximum Payable (per Engineering Agreement) \$
 (10) Less Total Amounts Previously Invoiced \$
 (11) PAYMENT DUE THIS INVOICE \$

I certify that to the best of my know-
 ledge the percent of work shown as
 complete on this Invoice is correct.

By _____

Printed Name and Title

Department Approval

By _____

Date: _____

Printed Name and Title

NOTE:

This format is for general information; however the consultants format containing the essential data
 may be acceptable.

20220379.00

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ATTACHMENT H

LUMP SUM INVOICE (Standard Format)

To _____ Chief Engineer
 Illinois Department of Transportation
 Division of Aeronautics
 Abraham Lincoln Capital Airport
 1 Langhorne Bond Drive
 Springfield, IL 62707-8415

From (Firm): _____
 Address: _____
 Telephone No. _____
 Invoice # _____ Date _____
☐ Partial ☐ Final

Attn: _____ Section Chief

Airport: _____ Municipality: _____ IL
 Illinois Project No. _____ Federal Project No. _____
 Notice to Proceed Date (OP&P Program Letter or Sponsor Authorization): _____
 Per A/E Agreement/Amendment dated: _____

Services (Check only those services pertaining to invoice):

☐ Preliminary Assessment and Schematic Design Phase ☐ Planning and Special Services
☐ Design Phase ☐ Other ()
☐ Construction Phase ☐ Amendment(s)

Service Dates:

For Services Rendered From (date): _____ To (date): _____

- (1) Lump Sum (LS) Fee (or Maximum Payable per Engineering Agreement) \$ _____
 (2) Percent of Work Complete: _____ %
 (3) Fee Earned to Date: (LS \$ _____ x _____ % Complete) \$ _____
 (4) Less Total Amount(s) Previously Invoiced \$ _____
 (5) PAYMENT DUE THIS INVOICE \$ _____

I certify that to the best of my knowledge the percent of work shown as complete on this invoice is correct

By: _____
 Printed Name and Title

Department Approval

By: _____
 Printed Name and Title

NOTE: This format is for general information. The Consultant's format containing essential data may be acceptable.

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ATTACHMENT I

EFFORT DETAIL BREAKDOWN (Standard Format)

Page of Pages

Invoice No. Date

Airport
III. Proj. No.
AIP Proj. No.

ENGINEERING COSTS BREAKDOWN

Agmt Para. Governing Services	Service Performed	Date Performed	Employee's Name and Classification	Hours	Rate	Amount

ENGINEERING FIRM: Total _____

Name
Address _____

Prepared By _____
Date _____

NOTE:
This format is for general information; however the consultants format containing the essential data may be acceptable.

20220379.00

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**ATTACHMENT J
TESTING SCHEDULE**

(See Geo-technical Subconsultant Agreement for Additional Information)

<u>APPROXIMATE NUMBER</u>	<u>DESCRIPTION</u>	<u>APPROXIMATE NUMBER</u>	<u>DESCRIPTION</u>
	Particle - Size Analysis		Marshall Method
	ASTM D-421		ASTM D-1559
	ASTM D-422		Gradation
	ASTM D-2217		ASTM C-136
	Moisture-Density Relations of Soil		Extraction and Gradation
	ASTM D-698		ASTM D-2172
	ASTM D-1557		Bulk Specific Gravity
	Shrinkage Factors of Soil		ASTM D-2726
	ASTM D-427		Maximum Theoretical
	Permeability of Granular Soils		Specific Gravity
	ASTM D-2434		ASTM D-2041
	Determination of Organic Materials in Soils by Wet Combustion		Nuclear Density
	AASHTO T-194		ASTM D-2922
	Bearing Ratio of Laboratory -Compacted Soil		Washed Aggregate Sample
	ASTM D-1883		ASTM C-117
	Modulus of Soil Reaction		Liquid Limit, Plastic Limit, Plastic Index
	AASHTO T-222		ASTM D-4318
	Soil Classification		Absorption and Specific Gravity
	"Visual"		ASTM C-127
	ASTM D-2488		ASTM C-128
	Soil Borings		Moisture Content
	ASTM D-2113		ASTM C-566
	Hydrated Lime		P.C.C. Test Cylinders
	ASTM C-207		ASTM C-31
	Abrasion		Slump P.C.C.
	ASTM C-131		ASTM C-141
	Soundness		Air Content
	ASTM C-88		ASTM C-231
	Penetration		Flexural Strength
	ASTM D-946		ASTM C-78
	Viscosity		Yield, Cement Content
	ASTM D-3381		ASTM C-138
	Moisture Content (Micro)		Rubber in Tension
	ASTM D-4643		ASTM D-412
			Striping Test
			ASTM D-1664

* The testing form shall be adjusted to the specific project. The consultant shall not assume IDOT will provide any testing and inspections. Payment for these services shall be at the rates established in Attachment K.

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ATTACHMENT K

TESTING RATES AND COST SUMMARY

(See Geo-technical Subconsultant Agreement for Additional Information)

DESCRIPTION OF TEST	ESTIMATED COST PER TEST	NUMBER REQUIRED	TOTAL \$
Extraction and Gradation, ASTM D-2172 (D-5444,D-6307, D-6925			
Bulk Specific Gravity, ASTM D-2726			
Nuclear Density, ASTM D-2922			
PCC Test Cylinders, ASTM C-31/C-39			
Slump PCC, ASTM C-141			
Air Content, ASTM C-231			
Total Testing Subconsultant Tests			\$23,975.00

All tests per specifications. Field and laboratory testing by Field and Laboratory Testing Subconsultant.

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ATTACHMENT L

SUMMARY OF PAYROLL BURDEN AND FIXED COSTS

	% of Direct Productive Payroll
Federal Insurance Contributions Act	N/A
State Unemployment Compensation	0.32%
Federal Unemployment Compensation	0.08%
Workmen's Compensation Insurance	0.26%
Paid Holidays, Vacation, Sick Leave	14.95%
Bonus	6.38%
Pension	6.89%
Group Insurance	<u>10.84%</u>
TOTAL PAYROLL BURDEN & FRINGE COSTS	39.72%
NOTE:	
A letter from IDOT with approval or provisional payroll burden/fringe and general/administrative expense rates must be attached (ATTACHMENT S) for verification of rates.	

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ATTACHMENT M
SUMMARY OF OVERHEAD AND INDIRECT COSTS

	% of Direct Productive Payroll
Taxes except Federal Income	11.34%
Business Insurance. except key-man insurance, including accident, liability and valuable papers	2.20%
Depreciation and amortization	1.19%
Administrative. unassignable staff time. recruiting, training and education, severance, negotiating new business, and office accounting, clerical and secretarial wages and salaries	41.10%
Reproduction and printing costs	0.07%
Office supplies	1.08%
Computer costs	6.74%
Professional services, including specialists, legal, auditing, etc.	2.65%
Employees travel expenses not assigned to clients and excluding costs outside of Illinois	0.34%
Telephone, Telegraph and Postage	0.75%
Recruiting and relocating expense	3.77%
Training and educational non-salary expenses	0.48%
Fees, licenses, dues. publications (technical and Professional	0.47%
Utilities and maintenance	0.68%
Business space rent	12.42%
Rental of equipment	1.26%
Miscellaneous expense	<u>0.24%</u>
TOTAL PAYROLL BURDEN & FRINGE COSTS	86.78%

NOTE:

A letter from IDOT with approval or provisional payroll burden/fringe and general/administrative expense rates must be attached (ATTACHMENT S) for verification of rates.

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ATTACHMENT N PROJECT CERTIFICATION

Airport: _____

Letting Date: _____

IL Project No.: _____

Federal Project No.: _____

Contract No: _____

Project Description: _____

Pursuant to Federal Aviation Regulations, Part 152, as amended, and as a condition to receiving any Federal and/or State financial assistance through a Grant Offer from the FAA and/or the State of Illinois - Department of Transportation for the proposed airport development project, it is hereby represented, to the best of our knowledge, information, and belief that:

1. The Consultant has been selected to provide the necessary professional services for the project described herein and identified in the Professional Services Request For Qualifications (RFQ).
Selection Date (Required):_____ Copy of Retainer attached (ATTACHMENT U).
2. Project is clearly delineated on the currently approved Airport Layout Plan.
Approval Date (Required):_____.
3. Project is environmentally cleared. ☐ CatEx ☐ EA ☐ EIS ☐ FONSI
Approval Date (Required):_____.
4. All Corps/EPA permits and other regulatory agency reviews/approvals/mitigation have been satisfied and there are no known encumbrances to the completion of the project.
☐ Yes ☐ No.
5. Plans were prepared in accordance with FAA approved standards and advisory circulars; and, the specifications were prepared in accordance with the FAA approved *Illinois Standard Specifications For Construction Of Airports*, along with the Division of Aeronautics' most current Policy Memorandums and "Handout" Specifications, except as noted by attached Modification of Standards (MOS) which has been addressed and justified in the engineering report and submitted to and approved by the FAA and Engineer of Design. ☐ Yes ☐ No.
Approval Date of MOS (If applicable):_____.
6. The design conforms to the approved programmed project scope. ☐ Yes ☐ No.
7. Provisions have been included for safety during construction (per guidance explained in FAA AC 150/5370-2F (or current) Operational Safety on Airports during Construction). ☐ Yes ☐ No.
8. The plans, special provisions and quantities have been thoroughly checked in accordance with best management practices by the Consultant for accuracy and consistency, and are in conformance with AC 150/5300-13 (latest edition). All contract deliverables referenced in Section I.F. DELIVERABLES have been submitted, received and determined acceptable.
☐ Yes ☐ No.

Date _____

By: _____ P.E.

Project Engineer (Consultant)

Date _____

By: _____

Sponsor

Date _____

By: _____ P.E.

Aeronautics Design Engineer

Date _____

By: _____ P.E.

Aeronautics Engineer of Design

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ATTACHMENT O

DBE FINAL DOCUMENTATION



Subconsultant

Name

Address

Telephone

Subject

Airport

Illinois Project No.

Federal Project No

Prime Consultant

Name

Address

Telephone

Contract Amounts

Consultant Contract Amount

DBE Contract Amount

DBE Goal (%)

This documentation verifies the services provided and the amount paid to the DBE Subconsultant on the above captioned contract. The undersigned certifies that the services reported herein was executed by the DBE, that the DBE actually provided the services and that the services reported herein conforms to the services reported in the approved Engineering Agreement together with any amendments approved by the Sponsor and/c Division as applicable.

Description of Service Provided	Contract Amount	Amount Paid
Totals		

Prime Consultant

DBE Subconsultant

Print Name

Title

Signature

Date

Print Name

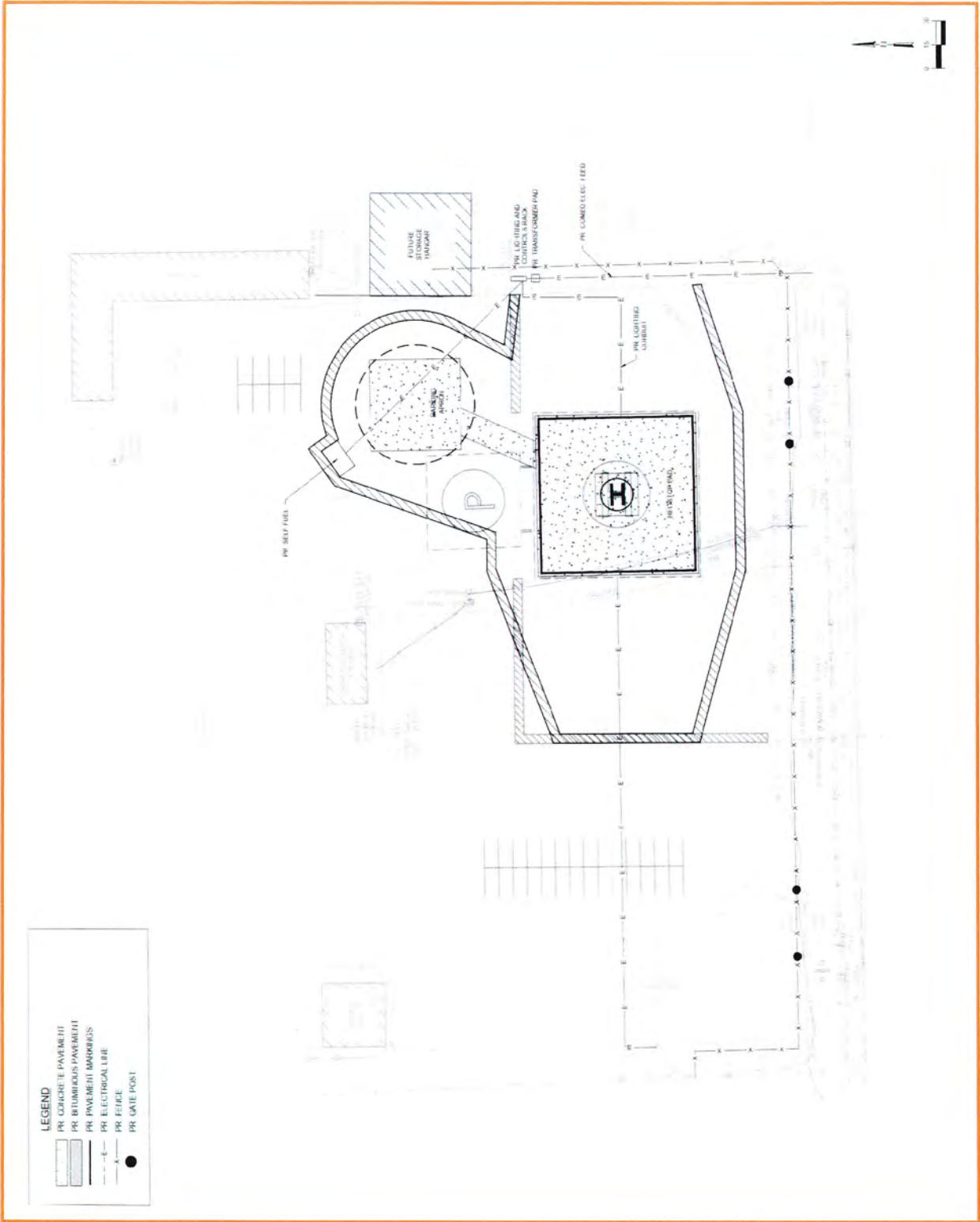
Title

Signature

Date

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ATTACHMENT P
PROJECT SKETCH



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ATTACHMENT Q PROJECT LETTING SCHEDULE

ILLINOIS DEPARTMENT OF TRANSPORTATION DIVISION OF AERONAUTICS 2023 LETTING SCHEDULE WITH ASSOCIATED REGRESSIVE DATES

22 Week Project Development Timeline (154 Calendar Days)									
START (0%) Pre-design Meeting Target Date	35%		80%		100%		Internal IDOT Deadlines		
	Engineering Report to IDA for Comments	*Sealable Plans and Specifications to IDA for Comments	Approved and Sealed Final Plans and Specifications to IDA	Recommendation Memo	Transfer Bid Documents for Publication	Service Bulletin	IDOT Letting Date	Anticipated Award Date	Anticipated Start to Work Date
19-Nov-2021	14-Jan-2022	25-Mar-2022	22-Apr-2022	29-Apr-2022	06-May-2022	13-May-2022	17-Jun-2022	12-Aug-2022	26-Aug-2022
07-Jan-2022	04-Mar-2022	13-May-2022	10-Jun-2022	17-Jun-2022	24-Jun-2022	01-Jul-2022	05-Aug-2022	30-Sep-2022	14-Oct-2022
25-Feb-2022	22-Apr-2022	01-Jul-2022	29-Jul-2022	05-Aug-2022	12-Aug-2022	19-Aug-2022	23-Sep-2022	18-Nov-2022	01-May-2023
08-Apr-2022	03-Jun-2022	12-Aug-2022	09-Sep-2022	16-Sep-2022	23-Sep-2022	30-Sep-2022	04-Nov-2022	30-Dec-2022	01-May-2023
17-Jun-2022	12-Aug-2022	21-Oct-2022	18-Nov-2022	25-Nov-2022	02-Dec-2022	09-Dec-2022	20-Jan-2023	17-Mar-2023	01-May-2023
12-Aug-2022	07-Oct-2022	16-Dec-2022	13-Jan-2023	20-Jan-2023	27-Jan-2023	03-Feb-2023	10-Mar-2023	05-May-2023	19-May-2023
30-Sep-2022	25-Nov-2022	03-Feb-2023	03-Mar-2023	10-Mar-2023	17-Mar-2023	24-Mar-2023	28-Apr-2023	23-Jun-2023	07-Jul-2023
18-Nov-2022	13-Jan-2023	24-Mar-2023	21-Apr-2023	28-Apr-2023	05-May-2023	12-May-2023	16-Jun-2023	11-Aug-2023	25-Aug-2023
06-Jan-2023	03-Mar-2023	12-May-2023	09-Jun-2023	16-Jun-2023	23-Jun-2023	30-Jun-2023	04-Aug-2023	29-Sep-2023	13-Oct-2023
24-Feb-2023	21-Apr-2023	30-Jun-2023	28-Jul-2023	04-Aug-2023	11-Aug-2023	18-Aug-2023	22-Sep-2023	17-Nov-2023	01-May-2024

*Requirements of the 80% milestone submittal shall include a complete set of Contract Documents, as outlined in the A/E agreement, designed and reviewed for adherence to Federal Aviation Administration (FAA) and Illinois Division of Aeronautics (IDA) concepts and standards by a licensed Illinois Professional Engineer. Submittals shall include but not limited to the following documents: Construction Plans, Special Provisions and Construction Safety Phasing Plan with a detailed Estimate of Costs, Contract Time, and DBE Participation Goal along with any applicable Modifications of Standards and Certification requirements required by the FAA Review Matrix Guide per memorandum dated 08/02/2016.

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**ATTACHMENT R
OP&P PROGRAM LETTER**



Illinois Department of Transportation

Office of Planning and Programming
2300 South Dirksen Parkway / Springfield, Illinois / 62764

December 9, 2021

Mr. Pat Carr
Director Emergency Management
Tinley Park Helistop
17355 S. 68TH CT
Tinley Park, IL 60477

Mr. Carr,

In June 2019 Governor JB Pritzker signed a historic, bipartisan Rebuild Illinois Bill that gives Illinois its first capital plan in nearly a decade – and the most robust in state history. This capital plan includes \$150 million in funding for projects at airports throughout the state to ensure the continuation of safe and efficient operations at these facilities and maximize opportunities for economic development in Illinois.

The project detailed herein was selected for your airport based on project requests submitted by the airport to the Department during the April 30, 2021 Rebuild Illinois Capital Investment Program call for projects that ended June 14, 2021. Funding for the Rebuild Illinois Airport Capital Investment Program is dependent upon legislative authorization of state appropriations and the release of funds by the Governor's Office.

In the event the Illinois General Assembly fails to appropriate funds, or sufficient funds are otherwise not made available for this project, the Airport Sponsor will be required to pay the state costs as itemized below. This will also include any amount which exceeds the totals listed.

The GRANTEE shall pay such additional project costs which exceed the sum of the GRANTOR's funds, as are herein committed for this Project. No additional state funds beyond those listed in this program letter will be allocated to the project indicated. Any additional project costs which exceed the total sum of state funds as planned and programmed are solely the responsibility of the Sponsor.

The project is titled: "**Helistop Aircraft Pavement Improvements**".

Multi-modal Transportation Bond Funds	\$1,440,000
Local Match	\$160,000
Total Project Cost	\$1,600,000

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ATTACHMENT R (Continued)

Tinley Park Heliport
December 9, 2021
Page 2

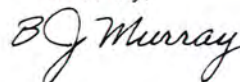
To ensure eligibility of professional services for state participation, you are required to satisfy the qualifications-based selection process and enter into a retainer agreement, or professional services A/E agreement with the consultant of record selected for the project prior to any costs being incurred. This should take place prior to the project initiation/pre-design meeting. Aeronautics will facilitate this process, as well as the initial development and review of fees.

A requirement of the Rebuild Illinois Airport Capital Investment Program is the **Illinois Works Jobs Program Act (30 ILCS 559/20-1 et seq.)**. For **contracts having an awarded contract value of \$500,000 or more, the Grantee shall comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and all applicable administrative rules**. The goal of the Illinois Apprenticeship Works Initiative is that apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less. The Grantee may seek from the Department of Commerce and Economic Opportunity (DCEO) a waiver or reduction of this goal in certain circumstances pursuant to 30 ILCS 559/20-20(b). The Grantee shall ensure compliance during the term of the contract and will be required to report on and certify its compliance. An apprentice use plan, apprentice hours, and a compliance certification shall be submitted to the Engineer on forms provided by the Department and/or DCEO.

Please contact Mr. Joe Staats, P.E. – Section Chief of Airport Design at 217.785. 5746 to initiate this project. Projects are initiated by scheduling a predesign meeting for design/construction projects or a project initiation meeting for planning and environmental projects.

Please contact Richard Borus in Aeronautics at 217.785.0056 or me in the Office of Planning and Programming at 217.782.4118 if you have questions regarding this program letter.

Sincerely,



BJ Murray
Section Chief, Aviation Program Planning
Office of Planning and Programming

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ATTACHMENT S
CURRENT IDOT PROVISIONAL PAYROLL BURDEN / FRINGE EXPENSE AND GENERAL / ADMINISTRATIVE
EXPENSE RATE LETTER



Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

September 30, 2022

Subject: PRELIMINARY ENGINEERING
Consultant Unit
Prequalification File

Erin Inman
PRIMERA ENGINEERS, LTD.
550 W Jackson Blvd
Suite 600
Chicago, IL 60661

Dear Erin Inman,

We have completed our review of your "Statement of Experience and Financial Condition" (SEFC) which you submitted for the fiscal year ending Dec 31, 2021. Your firm's total annual transportation fee capacity will be \$32,000,000.

Your firm's payroll burden and fringe expense rate and general and administrative expense rate totaling 126.50% are approved on a provisional basis. The rate used in agreement negotiations may be verified by our Bureau of Investigations and Compliance in a pre-award audit. Pursuant to 23 CFR 172.11(d), we are providing notification that we will post your company's indirect cost rate to the Federal Highway Administration's Audit Exchange where it may be viewed by auditors from other State Highway Agencies.

Your firm is required to submit an amended SEFC through the Engineering Prequalification & Agreement System (EPAS) to this office to show any additions or deletions of your licensed professional staff or any other key personnel that would affect your firm's prequalification in a particular category. Changes must be submitted within 15 calendar days of the change and be submitted through the Engineering Prequalification and Agreement System (EPAS).

Your firm is prequalified until December 31, 2022. You will be given an additional six months from this date to submit the applicable portions of the "Statement of Experience and Financial Condition" (SEFC) to remain prequalified.

Sincerely,
Jack Elston, P.E.
Bureau Chief
Bureau of Design and Environment

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ATTACHMENT S (Continued)

SEFC PREQUALIFICATIONS FOR PRIMERA ENGINEERS, LTD.

CATEGORY	STATUS
Hydraulic Reports - Waterways: Typical	X
Special Studies- Location Drainage	X
Location Design Studies - New Construction/Major Reconstruction	X
Special Services - Electrical Engineering	X
Location Design Studies - Rehabilitation	X
Highways - Roads and Streets	X
Special Services - Mechanical	X
Special Services - Architecture	X
Location Design Studies - Reconstruction/Major Rehabilitation	X
Highways - Freeways	X
Special Services - Sanitary	X
Special Studies - Safety	X
Special Studies - Feasibility	X
Special Plans - Pumping Stations	X
Special Services - Public Involvement	X
Structures - Moveable	X
Structures - Highway: Advanced Typical	X
Structures - Railroad	X
Structures - Highway: Typical	X
Structures - Highway: Simple	X
Airports - Master Planning/Airport Layout Plans (ALP)	X
Airports - Construction Inspection	X
Airports - Design	X
Special Studies - Traffic Studies	X
Special Services - Construction Inspection	X
Hydraulic Reports - Waterways: Complex	X
Structures - Highway: Complex	X

X PREQUALIFIED

A NOT PREQUALIFIED, REVIEW THE COMMENTS UNDER CATEGORY VIEW FOR DETAILS IN EPAS.

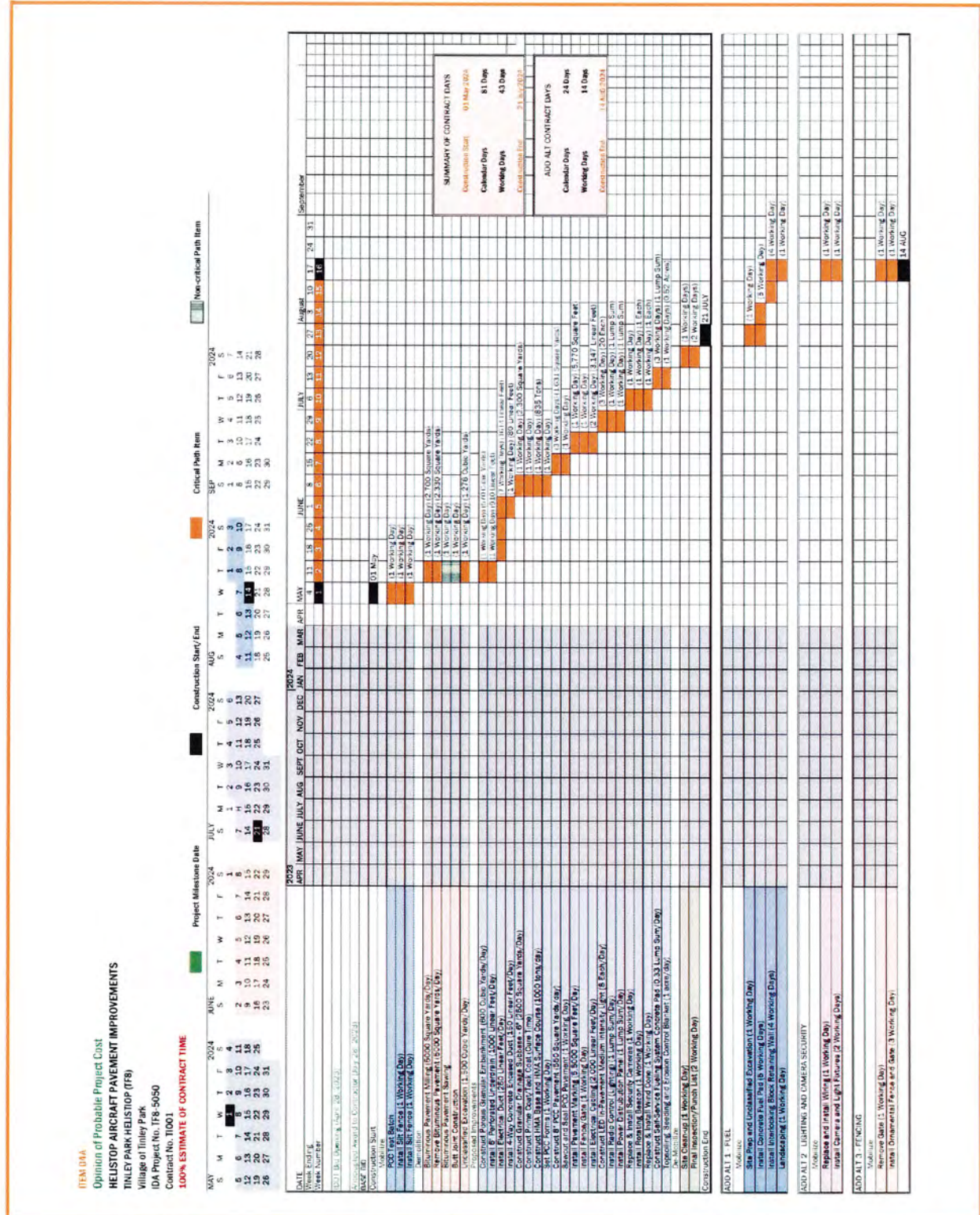
S PREQUALIFIED, BUT WILL NOT ACCEPT STATEMENTS OF INTEREST

20220379.00

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ATTACHMENT T

OPINION OF PROBABLE CONSTRUCTION DURATION



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ATTACHMENT U
RETAINER AGREEMENT

(Attached)

AGREEMENT FOR ENGINEERING SERVICES (RETAINER)**Between****VILLAGE OF TINLEY PARK, ILLINOIS****and****PRIMERA ENGINEERS, LTD.**

THIS AGREEMENT, made at Tinley Park, Illinois, this fourteenth day of July, in the year 2022, by and between the Village of Tinley Park, an Illinois home-rule municipality, (hereinafter referred to as the "Owner" or "Aviation Sponsor") and Primera Engineers, LTD. (hereinafter referred to as the "Engineer" or "Consultant").

WITNESSETH:

WHEREAS, the Owner intends to develop an improvement program, in stages, for the public air navigation facility known as the Tinley Park Heliport (TH8), located at Latitude N 41° 33.55', Longitude W 87° 48.35', in Cook County, State of Illinois, and

WHEREAS, the Owner wishes to have the Engineer available to perform certain projects as described in the Owner's development program, and

WHEREAS, this Agreement shall expire on the fourteenth day of July, 2027, unless otherwise terminated earlier in accordance with the provisions of this Agreement, and

WHEREAS, the development program shall be described as:

1. Construct Heliport Aircraft Pavement Improvements, Planning and Special Services Phase (CatEx), Design Phase, and Construction Phase Services,
2. Prepare FAA/IDOA AIP Grant and TIPs applications, Obstruction Evaluations, and SWPPP and related operations plans updates, as requested, and

WHEREAS, the State of Illinois, Department of Transportation, Office of Intermodal Project Implementation, Division of Aeronautics is the authorized Agent of the Owner under the proposed development program (it shall be hereinafter referred to as the "IDOT-OIPI-Aeronautics"), and

WHEREAS, the Engineer agrees to furnish an executed "Certification of Engineer" and certain professional engineering services enumerated hereinafter, in connection with projects assigned to the Engineer by the Owner under the development program.

NOW, THEREFORE, for and in consideration of the mutual promises made by the parties hereto, IT IS MUTUALLY COVENANTED AND AGREED, as follows:

I. ENGINEERING SERVICES

- A. As an independent contractor, the Engineer agrees to furnish and perform various professional engineering services in accordance with the usual and customary standards for such services in the Chicago metropolitan area ("Professional Standard of Care"), applicable legal standards and State of Illinois IDOT-OIPI-Division of Aeronautics and Federal Aviation Administration requirements, upon request of the Owner and its principal representative, for the preparation of the above referenced projects. The parties mutually acknowledge that Owner currently lacks funding for many or all of the aforementioned tasks (recitals above). Therefore, this Agreement does not obligate the Owner to proceed with any or all of the aforementioned tasks described, and the Owner reserves the right to not utilize the Engineer for some or all of these tasks during the term of this Agreement.
- B. When the Owner elects to proceed with a project, the parties hereto agree to negotiate in good faith and to execute a Standard Agreement for Consultant Services at Illinois Airports covering the specifically defined parts of the scope of work which are to be funded under a specific project. The Agreement(s) will cover the Preliminary Assessment & Schematic Design (if used), Design, Construction, and Planning and Special Services Phases of the specific project. Should the Owner and Engineer not reach agreement on services and/or conditions for a specific project within thirty (30) calendar days, either party may, after written notice, terminate this Agreement, in whole or in part. No fees will be earned or payable until the agreement on services and/or conditions for a specific project is finalized and approved by the Owner, except for any preparatory work such as surveys, investigations, etc. previously authorized by the Owner.

II. CHARGES FOR ENGINEERING SERVICES

- A. The Owner agrees to pay the Engineer as compensation for rendering the professional engineering services herein above described in Section I, Paragraphs A and B, as agreed to between the parties.
- B. For services of the Engineer provided at the request of the Owner that are not otherwise included as a part of a specific project Agreement, the Engineer will be compensated for its reasonable and customary charges based upon the Consultant's then-current Basis of Payment for Consulting Services, as revised by the Engineer from time-to-time, but only after prior written acceptance of the proposed charges by the Owner and only for those tasks performed, which are not made necessary due to the fault or error of the Engineer.

- C. The Owner by a written fifteen (15) day notice, may terminate this Agreement in whole or in part at any time, because of the failure of the Engineer to fulfill his agreement obligations. Upon receipt of such notice, the Engineer shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Owner all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have accumulated by the Engineer in performing this Agreement whether completed or in process. If, after notice of termination for failure to fulfill agreement obligations, it is determined that the Engineer had not so failed, the termination shall be deemed to have been effected for the convenience of the Owner.

III. SPECIAL CONDITIONS

- A. It is further mutually agreed by the parties hereto that upon completion of the services and payment of all money due to the Engineer, all reproducible copies of the drawings, tracings, construction plans, specifications and maps prepared or obtained under the terms of the Agreement shall be delivered to and become the property of the Owner and basic survey notes and sketches, charts, computations and other data shall be made available upon request of the Owner. The Owner shall not reuse or make any modifications to the documents prepared by the Engineer for any purpose other than the services originally intended, without the prior written authorization of the Engineer. If any information is used or modified by the Owner or another engineer without the Engineer's prior written authorization, such use, reuse, or modification by the Owner or others shall be at its sole risk and without liability or legal exposure to the Engineer. Notwithstanding the foregoing, the Engineer may retain one (1) copy of all documents prepared under this Agreement for archival purposes.
- B. The Engineer shall proceed to furnish engineering services on any part of the above referenced development program, after the request has been made in writing by the Owner.
- C. Each party binds himself, his partners, successors, executors, administrators, and assigns, to the other party of this Agreement and to the partners, successors, executors, administrators and assigns for such other party as to all covenants of this Agreement.
- D. Unless otherwise terminated as provided herein, this Agreement expires upon final approval and acceptance of the completed project(s) listed in the development program or within five (5) years of the execution of this Agreement, whichever occurs first.
- E. The Engineer agrees to conduct the services in compliance with all the requirements imposed by or pursuant to Title VI of the Civil Rights Act of 1964, Part 21 of the Regulations of the Secretary of Transportation, and Executive Order No. 11246, "Equal Employment Opportunity", as amended.

- F. The Engineer agrees that the Owner, the IDOT OIPI-Aeronautics, the Federal Aviation Administration, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Engineer which are directly pertinent to the specific grant program for the purpose of making audit, examination, excerpts and transcriptions.

IV. SPECIAL PROVISIONS

- A. If any of the services outlined in Section I are furnished by the Engineer by obtaining such services outside the Engineer's organization, the Engineer shall provide an executed contract between the person(s) or firm and the Engineer outlining the services to be performed and the charges for the same. A copy of the executed contract shall be submitted to the Owner for approval prior to the services being performed.
- B. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois and Owner and Engineer hereby consent to the jurisdiction of said State.
- C. During the performance of this Agreement, the Engineer, for itself, its assignees and successors in interest agrees as follows:
 - 1. The Engineer shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (DOT) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
 - 2. The Engineer, regarding the work performed by it during this Agreement, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited in Section 21.5 of the Regulations, including employment practices when this Agreement covers a program set forth in Appendix B of the Regulations.
 - 3. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Engineer of the Engineer's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records accounts, other sources of information, and its facilities as may be determined by the Owner or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of the Engineer is in the exclusive possession of another who fails or refuses to furnish this information, the Engineer shall so certify to the Owner or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. In the event of the Engineer's noncompliance with the nondiscrimination provisions of this Agreement, the Owner shall impose such Agreement sanctions as it or the FAA may determine to be appropriate, including, but not limited to-
 - a. Withholding of payments to the Engineer under the Agreement until the Engineer complies, and/or
 - b. Cancellation, termination, or suspension of this Agreement, in whole or in part.
6. The Engineer shall include the provisions of Paragraph IV. C., Subparagraphs 1 through 5, in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Owner, the IDOT-OIPI-Aeronautics, or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Engineer becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Engineer may request the Owner to enter into such litigation to protect the interests of the Owner and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

- D. The Engineer agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. The DBE requirements of 49 CFR Part 23 apply to this Agreement. E. Except as otherwise provided in Section II, Paragraph C, the Owner may terminate this Agreement in whole or in part for its sole convenience by furnishing written thirty (30) day notice of such termination to the Engineer. It is hereby understood and agreed that should this Agreement be terminated for the Owner's convenience or if the Owner's termination for the Engineer's default is later deemed to be a termination for the Owner's convenience, the Engineer shall be entitled to and shall receive a fee based on the amount of work accomplished and approved by the Owner up to the day of notification of termination. The fee shall be equal to the sum of the actual number of person-hours of each category of work applied at a negotiated hourly rate (which shall include reasonable profit and overhead), plus any outside services approved by the participating agencies and accomplished prior to the notification.
- E. The parties hereby certify that there was compliance with the State of Illinois' Architectural, Engineering and Land Surveying Qualifications Based Selection Act, Chapter 30 ILCS 535, and Federal requirements included in 49 USC § 47107(a) (17) and 49 CFR § 18.36 as amended, and Federal Aviation Administration (FAA) AC 150/5100-14E (current at time of selection) and Order 5100.38D (current at time of selection), in the procurement of the services covered in this Agreement. The Engineer shall be responsible to pay for all labor, material and equipment costs incurred in connection with the work and for any and all damages to property or persons to the proportionate extent caused by the negligent performance of services under this Agreement and shall indemnify and hold harmless the Owner, (and/or the IDOT-OIPI-Aeronautics if applicable), their officers, agents and employees from all third party suits, claims, actions or damages of any nature whatsoever to the proportionate extent caused there from. These indemnities shall not be limited by the listing of any insurance coverage. If any errors, negligent acts and/or omissions are made by the Engineer in any phase of the work under this Agreement, the correction of which may require additional field or office work, the Engineer will be promptly notified and will be required to perform such additional services as may be necessary to correct these errors, negligent acts and/or omissions without undue delay and without additional cost to the Owner (and/or the IDOT-OIPI-Aeronautics if applicable) provided the notification to the Engineer is made within one (1) year of the Owner's payment for the services at issue. The Engineer shall be responsible for any damages incurred to the extent caused by his errors, negligent acts and/or omissions and for any losses or cost to repair or remedy construction as a result of his errors, omission and/or negligent acts, to the extent such error, omission or negligent act breaches the Professional Standard of Care. The Engineer shall not be responsible for any consequential damages of the Owner or the IDOT-OIPI-Aeronautics. Neither the Engineer, nor the Owner, nor the IDOT-OIPI-Aeronautics shall be obligated for the other parties' negligence or for the negligence of others.

- F. Contemporaneous with Engineer's execution of this Agreement, Engineer shall provide to Owner a Certificate of Insurance evidencing insurance coverages and limits as reasonably required by Owner. The insurance shall name the Owner as an Additional Insured and shall provide that no cancellation shall become effective until the expiration of thirty (30) days after written notice thereof shall have been given by the insurance company to Owner.

IN WITNESS WHEREOF, the parties hereto have affixed their hand and seals at Tinley Park, Illinois, on the date first stated herein.

ATTEST:

(SEAL)



By: Nancy M. O'Connor
Nancy M. O'Connor
Its Clerk

VILLAGE OF TINLEY PARK, ILLINOIS

(Owner/Airport Sponsor)

F.E.I.N. _____

(Federal Employee's Identification Number)

By: John Urbanski
John Urbanski
Its Director of Public Works

ATTEST:

(SEAL)

PRIMERA ENGINEERS, LTD.

(Engineer/Consultant)

Illinois Human Rights Number 115012-00

F.E.I.N. 36-3520747

(Federal Employee's Identification Number)

By: Melissa Clark
Melissa Clark
Its Controller

By: Erin M. Inman
Erin M. Inman
Its President and Secretary

ACKNOWLEDGEMENTS

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 19 day of July, 2022, before me appeared John Urbanski, to me personally known, who, being by me duly sworn (or affirmed) did say that he/she is the Director of Public Works of the Village of Tinley Park, Illinois, and Nancy M. O'Connor, to me personally known, who, being by me duly sworn (or affirmed) did say that he/she is the Clerk of the Village of Tinley Park, Illinois, and that the seal affixed to the foregoing instrument is the corporate seal of the said Village, and that said instrument was signed and sealed on behalf of said Village by authority of its Board of Trustees, and said Director of Public Works and Clerk acknowledged said instrument to be the free act and deed of the Village.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first written above.



Lauren J. Goetts
Notary Public

My Commission Expires:


ACKNOWLEDGEMENTS

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 8th day of August, 2022, before me appeared Erin Inman, to me personally known, who, being by me duly sworn (or affirmed) did say that she is the President and Secretary of Primera Engineers, LTD., and Melissa Clark, to me personally known, who, being by me duly sworn (or affirmed) to me personally known, did say that she is the Controller of Primera Engineers, LTD., and that the seal affixed to the foregoing instrument is the corporate seal of the said Primera Engineers, LTD., and that said instrument was signed and sealed on behalf of said Primera Engineers, LTD. by authority of its Board of Directors, and said President and Controller acknowledged said instrument to be the free act and deed of Primera Engineers, LTD.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first written above.




Notary Public

My Commission Expires:

5-14-26



Interoffice

Memo

Date: October 12, 2023

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

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

Subject: Contract Award – Helipad Improvements Dry Utility Relocation Project

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

Description: This work consists of the installation of new underground conduit and wiring, service installation and handholes for the dry utility relocation for the existing utility companies whose wires currently exist on the overhead utility poles from the creek to the west side of the Police Station property along the north side of 183rd Street.

Two (2) bids were received and publicly read on October 9, 2023. The Village Clerk, Engineering Project Manager, CBBEL representative and various contractor representatives were present at the bid opening. The bid results are below and the bid tabulation is attached.

<u>Contractor</u>	<u>Location</u>	<u>Base Bid Total</u>
Airy's, Inc.	Joliet, IL	\$233,650.00
Utility Dynamics Corp.	Oswego, IL	\$298,770.00
Engineer's Estimate		\$295,573.75

Consultants and staff have reviewed and verified the bids and recommend award of the project to the low qualified bidder, Airy's, Inc. Airy's, Inc. has completed similar projects in the past, employs union workers, and met the bid proposal requirements. Airy's, Inc. has numerous existing Village projects and always completes their projects with satisfactory work. Due to the contracted design/plan preparation required by ComEd, Comcast and MCI, individual checks will need to be issued to each utility company totaling \$159,788.62 as stated in the attachment.

Budget / Finance: Funding is budgeted for in the FY23 Capital Program (REBUILD IL Project).

Budget Available:	\$2,250,000.00	
Lowest Responsible Bidder:	\$233,650.00	
Utility Design/Plan Prep	\$159,788.62	
Contingency Amount (15%):	\$35,047.50	
Difference:	\$1,821,513.88	Under Budget

Staff Direction Request:

1. Approve low bid and award the project to Airy's, Inc. in the amount of \$233,650.00 plus authorizing payments to ComEd in amount of \$33,873.00, Comcast in the amount of \$104,811.37 and MCI in the amount of \$21,104.25. Total contract amount of award including payments to utility companies and contingency will be \$428,486.12.
2. Direct Staff as necessary.

Attachment:

1. Bid Tab prepared by CBBEL dated October 13, 2023.
2. Letter of Recommendation from CBBEL.

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION NO. 2023-R-136

**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY
PARK AND AIRY'S, INC. FOR THE HELIPAD IMPROVEMENTS DRY UTILITY
RELOCATION PROJECT**

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

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

RESOLUTION NO. 2023-R-136**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND AIRY'S, INC. FOR THE HELIPAD IMPROVEMENTS DRY UTILITY RELOCATION PROJECT**

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/an Contract with Airy's, 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 17th day of October, 2023, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 17th day of October, 2023, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

CONTRACT WITH AIRY'S, INC. FOR THE HELIPAD IMPROVEMENTS DRY UTILITY RELOCATION PROJECT

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-136, “**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND AIRY’S, INC. FOR THE HELIPAD IMPROVEMENTS DRY UTILITY RELOCATION PROJECT,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on October 17th, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 17th day of October, 2023.

VILLAGE CLERK

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

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

October 10, 2023

Revised October 11, 2023

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

Attention: Mr. Colby Zemaitis, PE, CFM
Assistant Public Works Director

Subject: Police Station and Helipad/Fire Training Facility Dry Utility Relocation
Evaluation of Bid Proposals
(CBBEL Project No. 16-0373.00031)

Dear Mr. Zemaitis:

Two bids for the Police Station and Helipad/Fire Training Facility Dry Utility Relocation Project were received and opened at Village Hall on October 9, 2023 at 10:00 a.m. Christopher B. Burke Engineering, Ltd.'s (CBBEL's) evaluation of the Bid Proposal Documents is contained herein.

EVALUATION OF BID PROPOSALS

The proposals range from \$233,650.00 to \$298,770.00 for the Total Bid for the project. A Bid Tabulation is attached for your information. The bids are summarized as follows:

Contractor	Total Bid Price
Airy's, Inc.	\$233,650.00
Utility Dynamics Corp.	\$298,770.00
<i>Engineer's Estimate</i>	<i>\$295,573.75</i>

An evaluation of the two bids was performed. The following describes the discrepancies that were identified during our review:

Airy's, Inc.

1. There were no discrepancies found.

Utility Dynamics Corp.

1. No discrepancies were found.

GENERAL COMMENTS

- All Bidders provided the required Bid Bonds.
- All Bidders acknowledged Addendum No. 1.
- All reference checks were positive.

RECOMMENDATIONS

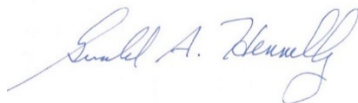
CBBEL's review is based on the above review of the two submitted contract bidding documents and CBBEL's experience working with both contractors. Airy's, Inc. was the lowest responsive bidder with a total bid price of \$233,650.00. Airy's, Inc. has successfully completed several projects for the Village of Tinley Park and should be awarded the subject project with Two Hundred Thirty-Three Thousand Six Hundred Fifty Dollars and Zero Cents (\$233,650.00).

Airy's, Inc. will be tasked with constructing the infrastructure (conduits, handholes, etc.) required for the utility companies currently connected to the utility poles along 183rd Street to relocate their aerial facilities underground. Each utility company will enter into a separate agreement with the Village and will require payment for their construction effort. In addition to awarding the project to Airy's, Inc, CBBEL recommends executing all agreements and authorizing payments to ComEd, Comcast and MCI. The total construction cost associated with this project to date includes the following:

Total Construction Cost for Airy's, Inc.	\$233,650.00
ComEd Design Fees for Plan Preparation (Does not include ComEd construction costs which will be billed to the Village post-construction)	\$33,873.00
Comcast Construction Costs	\$104,811.37
Telecom (MCI) Construction Costs	\$21,104.25
Total Project Cost to Date	\$393,438.62

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

Sincerely,



Gerald Hennelly
Senior Project Manager
Mechanical/Electrical Engineering Dept.

GAH/pjb

Encl.: As Noted

Cc: Alex Schaefer, CBBEL



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 W. Higgins Road, Suite 600

Rosemont, Illinois 60018

VILLAGE OF TINLEY PARK

POLICE STATION & HELIPAD/FIRE TRAINING FACILITY DRY UTILITY RELOCATION

CBBEL PROJECT NO. 160373.00031

Bid Tabulation

				<i>Engineer's Estimate</i>		Airy's Inc. 21825 Cherry Hill Road Joliet, IL 60433		Utility Dynamics Corp. 23 Commerce Drive Oswego, IL 60543	
CODE NUMBER	DESCRIPTION	UNIT	QUANTITY	UNIT COST	COST	UNIT COST	COST	UNIT COST	COST
01 50 00/01	TRAFFIC CONTROL AND PROTECTION, STD. 701301	LSUM	1	\$ 5,000.00	\$ 5,000.00	\$ 5,750.00	\$ 5,750.00	\$ 5,000.00	\$ 5,000.00
01 50 00/02	TRAFFIC CONTROL AND PROTECTION, STD. 701427	LSUM	1	\$ 10,000.00	\$ 10,000.00	\$ 5,750.00	\$ 5,750.00	\$ 5,000.00	\$ 5,000.00
21101615	TOPSOIL F & P 4	SQ YD	400	\$ 2.25	\$ 900.00	\$ 4.00	\$ 1,600.00	\$ 20.00	\$ 8,000.00
25000110	SEEDING CL 1A	ACRE	0.085	\$ 2,750.00	\$ 233.75	\$ 5,000.00	\$ 425.00	\$ 2,000.00	\$ 170.00
25100630	EROSION CONTROL BLANKET	SQ YD	400	\$ 1.10	\$ 440.00	\$ 7.00	\$ 2,800.00	\$ 10.00	\$ 4,000.00
81028730	UNDERGROUND COILABLE NONMETALLIC CONDUIT 1-1/2" DIAMETER - VERIZON	FOOT	1000	\$ 30.00	\$ 30,000.00	\$ 28.00	\$ 28,000.00	\$ 20.00	\$ 20,000.00
81028790	UNDERGROUND COILABLE NONMETALLIC CONDUIT 4" DIAMETER - COMED	FOOT	300	\$ 50.00	\$ 15,000.00	\$ 38.00	\$ 11,400.00	\$ 48.00	\$ 14,400.00
81028800	UNDERGROUND COILABLE NONMETALLIC CONDUIT 4" DIAMETER - COMCAST	FOOT	2000	\$ 50.00	\$ 100,000.00	\$ 38.00	\$ 76,000.00	\$ 48.00	\$ 96,000.00
81028800	UNDERGROUND COILABLE NONMETALLIC CONDUIT 5" DIAMETER - COMED	FOOT	1000	\$ 55.00	\$ 55,000.00	\$ 42.00	\$ 42,000.00	\$ 58.00	\$ 58,000.00
81028810	UNDERGROUND COILABLE NONMETALLIC CONDUIT 6" DIAMETER - COMED	FOOT	1000	\$ 60.00	\$ 60,000.00	\$ 42.00	\$ 42,000.00	\$ 62.00	\$ 62,000.00
81400730	COMPOSITE CONCRETE HANDHOLE 24" X 36"	EACH	2	\$ 2,000.00	\$ 4,000.00	\$ 6,250.00	\$ 12,500.00	\$ 600.00	\$ 1,200.00
-	BONDS AND INSURANCE			\$ 15,000.00	\$ 15,000.00	\$ 5,425.00	\$ 5,425.00	\$ 25,000.00	\$ 25,000.00
TOTAL BID COST				\$ 295,573.75		\$ 233,650.00		\$ 298,770.00	

STAFF COMMENT

BOARD COMMENT

PUBLIC COMMENT

EXECUTIVE SESSION