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

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**RESOLUTION**  
**NO. 2018-R-075**

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**A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT BETWEEN  
THE VILLAGE OF TINLEY PARK AND CHRISTOPHER B. BURKE ENGINEERING, LTD. TO  
PROVIDE CIVIL ENGINEERING SERVICES FOR THE CONSTRUCTION OF FIRE STATION**

**#2/47**

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**JACOB C. VANDENBERG, PRESIDENT**  
**KRISTIN A. THIRION, VILLAGE CLERK**

**MICHAEL J. PANNITTO**  
**BRIAN H. YOUNKER**  
**CYNTHIA A. BERG**  
**WILLIAM P. BRADY**  
**MICHAEL W. GLOTZ**  
**JOHN A. CURRAN**  
**Board of Trustees**

**RESOLUTION NO. 2018-R-075**

**A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND CHRISTOPHER B. BURKE ENGINEERING, LTD. TO PROVIDE CIVIL ENGINEERING SERVICES FOR THE CONSTRUCTION OF FIRE STATION #2/47**

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

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

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

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

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

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

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


**ADOPTED** this 18<sup>th</sup> day of September, 2018, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

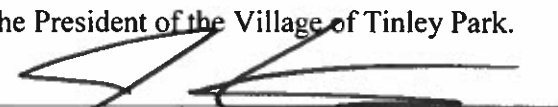
**AYES:** Younker, Pannitto, Berg, Brady, Glotz, Curran

**NAYS:** None

**ABSENT:** None

**APPROVED** this 18<sup>th</sup> day of September, 2018, by the President of the Village of Tinley Park.

ATTEST.  
  
Village Clerk

  
Village President

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

CERTIFICATE

I, KRISTIN A. THIRION, 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. 2018-R-075, "A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND CHRISTOPHER B. BURKE ENGINEERING, LTD. TO PROVIDE CIVIL ENGINEERING SERVICES FOR THE CONSTRUCTION OF FIRE STATION #2/47," which was adopted by the President and Board of Trustees of the Village of Tinley Park on September 18, 2018.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

  
\_\_\_\_\_ VILLAGE CLERK

**EXHIBIT 1**

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

## AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into this 18 day of Sept, 2018 ("Effective Date"), between the Village of Tinley Park, Illinois "(Village)", , located at 16250 South Oak Park Avenue, Tinley Park, IL 60477, and Christopher B. Burke Engineering, Ltd. ("Consultant"), collectively the "Parties" for the following project:

### I. Services

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

### II. COMPENSATION

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

### III. INDEMNIFICATION AND HOLD HARMLESS.

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

#### IV. INSURANCE

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

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

#### V. WARRANTY

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

#### VI. NOTICE

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

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

OR TO:

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

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

#### VII. INTERPRETATION

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

#### VIII. WAIVER.

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

#### IX. SEVERABILITY

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

#### X. ENTIRE UNDERSTANDING

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

#### XI. TERMINATION

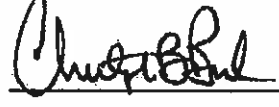
This Agreement may be terminated, in whole or in part, by either party if the other party fails to fulfill its obligations under this Agreement through no fault of the terminating party. The Village may terminate this Agreement, in whole or in part, for its convenience. However, no such termination will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

IN WITNESS WHEREOF, the Village of Tinley Park and Christopher B. Burke Engineering, Ltd.. have executed this agreement.

VILLAGE OF TINLEY PARK

CHRISTOPHER B. BURKE ENG., LTD.

By:   
\_\_\_\_\_  
VILLAGE PRESIDENT

By:   
\_\_\_\_\_  
ITS: President

DATE: 9-18-18

DATE: 5/23/18



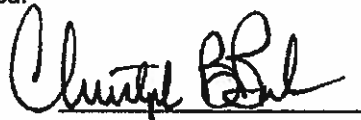
## CERTIFICATIONS BY CONSULTANT

### Eligibility to Contract

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

Christopher B. Burke Engineering, Ltd.

Name of Consultant (please print)



Submitted by (signature)

President

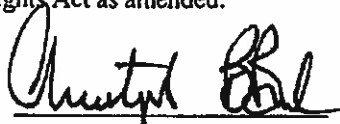
Title

### Certificate of Compliance with Illinois Human Rights Act

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

Christopher B. Burke Engineering, Ltd.

Name of Consultant (please print)



Submitted by (signature)

President

Title

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

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

Christopher B. Burke Engineering, Ltd.

Name of Consultant (please print)



Submitted by (signature)

President

Title

**Certificate Regarding Sexual Harassment Policy**

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

Christopher B. Burke Engineering, Ltd.

Name of Consultant (please print)



Submitted by (signature)

President

Title

**EXHIBIT A**

**Scope of Professional Services**

Example:

**Work as specified and approved by the Village of Tinley Park for General Design and Construction Engineering Services for fiscal year 2019.**



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

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

September 5, 2018

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

Attn: Mr. John Urbanski  
Assistant Director of Public Works

Subject: **Proposal for Professional Engineering Services for the  
New Fire Station #47 Facility**

Dear Mr. Urbanski:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to submit this proposal for professional engineering services related to the site design for the new Fire Station facility which will be located at the southeast corner of 167<sup>th</sup> Street and Parliament Avenue. Below is our Understanding of the Assignment, Scope of Services and Estimate of Fee.

**UNDERSTANDING OF THE ASSIGNMENT**

We understand that Tinley Park would like to move forward developing a new Fire Station facility on the same property as the existing Fire Station. A temporary structure will be erected under a separate contract for the emergency vehicles on what will eventually become the parking lot for the new building. The future parking lot will also contain a living quarters trailer for the firefighters while the new building is being constructed. Final site layout is still pending due to existing utility locations. It is our understanding that this parking lot and the associated utilities for the temporary trailer must be permitted and constructed in the 2018 construction season. The permitting of the remainder of the site will follow after the parking lot is constructed. Although floodplain does exist on the site, no encroachments into the floodplain are proposed.

Based on our understanding of the project, the new Fire Station will be a two-story structure with a basement and will include the following site features: new concrete apron out to 167<sup>th</sup> Ave, concrete drive extending into the Park District property at the south of the building for pull through access to the new station, material storage yard for the Park District that will be located east of the fitness playground, and a parking lot for employees and visitors. It shall be noted that the development of the material storage yard and salt storage may be designed separately as the project goes through District permitting. CBBEL will be responsible for the design and permitting of the parking lot, site grading, sidewalks, site utilities (water, sanitary, storm) to within five feet (5') of the face of building, dry utility coordination for the relocation of existing utilities disrupted by the building layout, and stormwater volume control. Soil borings and soil analysis is being contracted separately through the Village.

It is our understanding that the Village of Tinley Park wants to relocate the existing underground dry utilities from their existing locations to remove any conflicts with the proposed building addition footprint. ComEd, AT&T, Wide Open West and Comcast appear to currently have facilities located in these locations. CBBEL will need to coordinate this work with the utility companies through coordination meetings and provide the utility companies with guidance as to where the proposed infrastructure can be placed with preferential alignments and above grade equipment placement such as transformers, switch boxes, splice pits, structures and pedestals.

Based on the proposed required equipment shown on plans to be prepared by each utility company, CBBEL will prepare construction plans and details showing the proposed conduit runs for the utility main transmission lines, transformer and switch gear pads, and design the individual service lines which feed the property that are affected by the relocation of the underground utilities.

The proposed plans will be prepared along with contract and bidding documents, and technical specifications that will be advertised and bid by the Village (with assistance from CBBEL) for a standalone contract prior to the utility companies installing their new power, phone and cable lines.

It appears the Village has no recorded utility easements in place, however, proposed easements will be required. Easement documents will be prepared by CBBEL under an additional task service if requested by the Village and recorded at the County and Village. If additional easements need to be prepared, the cost for these easements is approximately \$2,500/parcel or PIN.

It is also understood that Architecture services will be provided by FGM Architects, and that the Village has hired a Construction Manager (CM) to oversee design, contract bidding and construction of the new building and site amenities.

It is anticipated that the Project will be designed and permitted starting in 2018 and construction of the parking lot will occur in 2018 with the building construction completed in 2019.

#### **SCOPE OF SERVICES**

We propose the following scope of services to complete the project:

##### **TASK 1 – KICK-OFF AND COORDINATION MEETINGS:**

Time has been included in the proposal for one kick-off meeting and nine bi-weekly coordination meetings with the Village, the Architect and the CM. A kick-off meeting will be scheduled to discuss with Village staff the proposed project timeline, aspects of the design, and agency coordination. At the kick-off meeting, CBBEL will request all utility information for the project site, record drawings of the existing Fire House, and review the revised concept site development plan that was prepared by the Architect. The nine coordination meetings are anticipated to continue through October 2018. Time has also been included for coordination with FGM Architects and the CM. Additional meetings will be charged at the hourly rate.

##### **TASK 2 – TOPOGRAPHIC SURVEY:**

CBBEL will perform a full topographic survey of the project site. The survey consists of the 4 lots owned by the Village from Parliament to the east. Given the sensitivity to existing dry utilities for this project, CBBEL will pick up JULIE markings after the Village calls in a dig ticket.

To complete this Task, the topographic survey work will include:

Horizontal Control: Utilizing state plane coordinates, CBBEL will set recoverable primary control utilizing state of the art GPS equipment based on NGS Control Monumentation.

Vertical Control: CBBEL will perform a level circuit throughout the entire length of the project establishing benchmarks and assigning elevations to the horizontal control points. This will be based on NGS Control Monumentation (NAVD'88 vertical control datum).

Existing Right-of-Way: CBBEL will establish the approximate existing right-of-way of the roadways within the project limits based on monumentation found in the field, plats of highways, subdivision plats and any other available information.

Topographic Survey: CBBEL will field locate all pavements, driveways, curb and gutters, pavement markings, signs, manholes, utility vaults, drainage structures, utilities, driveway culverts, cross road culverts, etc. within the project limits. Establish all rim and invert elevations, utility sizes & type, depth subterranean structure, etc., at all points of access to below-grade utilities.

Cross Sections: CBBEL will survey cross sections along the project limits at 50' intervals and at all other grade controlling features.

Utility Survey and Coordination: All existing storm and sanitary sewers will be surveyed to determine rim and invert elevations and pipe sizes. Above ground facilities of any additional underground utilities including water main, gas, electric, cable, etc. will also be located. In addition, CBBEL will coordinate with utility owners to retrieve atlas information. In addition, CBBEL will coordinate with JULIE as part of the Utility Coordination Task to retrieve atlas information.

Tree Survey: CBBEL will locate all trees over 6" inches in diameter within the existing right-of-way. The located trees will be identified by size and condition determined as appropriate. Locate within the survey landscape planting beds, screenings, landscape islands or planters, and individual trees of 6" diameter or greater.

Office calculations and plotting of field and record data

Prepare Base Mapping: Drafting of an Existing Conditions Plan at a scale of 1"=20'.

### **TASK 3 – UTILITY COORDINATION:**

CBBEL will coordinate joint meetings with the utility companies. These meetings will be a combination of field meetings as well as office meetings with all known utilities affected by the project scope. The purpose of these meetings will be to coordinate design efforts by each utility company, discuss costs associated with the work, and to coordinate with the utility companies in preparation and completion of the design drawings. CBBEL will also attend a stakeholder meeting arranged by the Village with the affected businesses and residents.

Based on the information contained in the design drawings provided by each of the affected utility companies, CBBEL will design "For Construction" plans incorporating the proposed conduits and above grade appurtenances required by the utilities to accommodate the proposed main cabling to replicate their existing overhead infrastructure underground. CBBEL will design and prepare plans to facilitate the new secondary services to each of the affected properties. This will include the verification of existing electric service sizes,

providing new conduits, cabling and new or reuse of existing metering devices to receive the underground services from the new utility main infrastructure. The plans and bidding documents will be submitted to the utility companies and the Village for review and approval.

Based on the work described above, an opinion of probable construction cost will be prepared along with a Summary of Quantities. This estimate will only be for the infrastructure to be installed by the Village for the utility companies to locate their utilities. Each utility will have their own costs associated with their project scope which is not included in this task and is assumed to be paid for directly by the Village to the respective utility.

CBBEL will coordinate and attend a pre-bid meeting, answer requests for information (RFI's) prior to bid, attend the bid opening, review and tabulate bids and make a recommendation for award.

#### **TASK 4 – 50% DESIGN CONSTRUCTION DOCUMENTS:**

The final design drawings will include all technical specifications, plan notes, typical sections, site geometrics, utilities, paving, grading, erosion control and landscaping. CBBEL's preparation of the specifications does not relieve the Contractor from responsibility of work quality and compliance with the permitted plans and specifications.

This stage will include the preparation of the following plan sheets (1" = 20'):

##### **General Notes**

- Include Major Notes Needed to Clarify Project's Intent

##### **Typical Sections**

- Complete and Comprehensive
- Covers drive aprons, parking lot(s), volume control improvements
- Clearly Describes Improvements

##### **Summary of Quantities**

##### **Alignment, Ties and Benchmarks**

##### **Removal Plan**

- Includes removal of trees, pavement appurtenances, and utilities

##### **Existing Conditions and Proposed Grading**

- Horizontal Alignment
- Existing Edges of Pavement, C&G, Shoulders, Driveways, Lighting, Signing, Guardrails, Structures, Etc.
- All Existing Storm Sewers, Manholes, Catch basins, Inlets, Headwalls, Ditches, Etc.
- All Known Utilities Plotted as Accurately as Possible Including Horizontal and Vertical Locations
- Identification, Sizes and Appurtenances on Existing Topography, Existing Drainage
- Proposed edges of Pavement, C&G, Medians, Driveways, Sidewalks and Identifications, etc.
- Proposed Contours

##### **Site Utility Plans**

- Proposed Storm Sewer, Sanitary Sewer and Water Main

#### Site Geometric Plans

- Will include layout information for the site amenities
- Will include suggested jointing plan for concrete areas

#### Erosion Control, and Pavement Marking Plans (1" = 20')

- Includes Soil Erosion and Sediment Control elements
- Proposed pavement markings for parking lots and roadway

#### Construction Details

The plans, specifications and estimates will be prepared based on IDOT Standard Pay Items and Specifications and commonly used Village pay items. An estimate of construction cost will be submitted to the Village for review along with the preliminary plans and specifications.

#### **TASK 5 – 75% PRE-FINAL CONSTRUCTION DOCUMENTS:**

CBBEL will update all plan sheets to 75% complete level, prepare pre-final technical specifications and update the estimate of construction cost. Any comments received from the Village from their 50% review will be incorporated.

#### **TASK 6 – 100% CONSTRUCTION DOCUMENTS:**

CBBEL will update all plan sheets to 100% complete level (signed and sealed by licensed Professional Engineer in Illinois), prepare final technical specifications following IDOT standards and specifications, and update the estimate of construction cost. Any comments received from the Village and permitting agencies from their 75% review will be incorporated.

#### **TASK 7 – PREPARATION OF STORMWATER POLLUTION PREVENTION PLAN (SWPPP):**

CBBEL will prepare and submit a NOI to the Illinois Environmental Protection Agency (IEPA) for the project site. Also, consultations for clearances will be performed with the Illinois Department of Natural Resources and the Illinois Historic Preservation Agency. In addition, CBBEL will prepare a SWPPP for the project in accordance with Part IV of the General NPDES Permit No. ILR10. Please note that completion of this task will require input from the project engineer and signed certification statements from all contractors, subcontractors, and the operator as identified in the SWPPP. This task also covers the submittal of an electronic copy of the SWPPP to the IEPA. As required by the NPDES Phase II Storm Water Construction General Permit (ILR10), an up-to-date copy of the SWPPP must be maintained on the project site during construction activities.

#### **TASK 8 – WATERSHED MANAGEMENT PERMIT (WMP) SUBMITTAL:**

CBBEL is in the process of obtaining a judgement of the stormwater detention requirements for this project. It is CBBEL's opinion that the project will not require detention due to the size of the property the Village owns and is developing. Due to the proposed site plan that encroaches into the adjacent Park District property, the District may view the project as development on both sites and which triggers detention requirement. Without the results of our WMO inquiry at this time, CBBEL staff will prepare the MWRD WMP application package as if only volume control is required, and no detention is required. This information will include:

- WMO Schedule A
- WMO Schedule B
- WMO Schedule C
- WMO Schedule D



- WMO Schedule K
- WMO Schedule R
- Current survey of property
- WMO Schedule P
- Summary Report
- Signed and sealed engineering plans

CBBEL will create the WMO Permit Application package for submittal to MWRD based on the information generated in the previous tasks and supplied to us as previously noted. It is assumed that no MWRD permit review fee will be required for this project, as it is a municipal project, and is not included in the fee for this task.

**TASK 9 – BIDDING AND CONSTRUCTION SERVICES:**

During the bidding phase, CBBEL will answer contractor's questions, provide clarifications when requested, and review shop drawings. Thirty hours have been budgeted for these tasks. Additional time may be required for tasks such as construction observation, progress verification, contractor consultation, or punch list preparation. Additional time required for these tasks are not included in this proposal and will be billed on a time and material basis following approval from the Village.

Please note that for any of the construction observation tasks which CBBEL may be performing, the Contractor(s) shall be informed that neither the presence of CBBEL field staff nor the observation by our firm or subconsultant of our firm shall excuse the Contractor for defects discovered in the work. It is understood that CBBEL will not be responsible for job and site safety on this project; job and site safety shall be the responsibility of the Contractor(s). CBBEL does not have the right to stop work and will not advise/schedule/coordinate/supervise the Contractor(s) nor the Contractor's means and methods of their work. Construction observation services provided by CBBEL staff shall be limited to and for general compliance with the Contract Documents, plans and specifications. We will not perform construction or materials inspection.

**SCOPE ASSUMPTIONS/EXCLUSIONS**

Consulting services relating to any of the following tasks may be completed by CBBEL if negotiated under a separate contract for an additional fee, but are presently specifically excluded from this Agreement:

**Engineering Services**

- It is assumed that existing nearby utilities will be extended to serve the site and that no mechanicals (pump station or lift station) are required for underground utility extensions and connections, including stormwater management.
- Design of any structures such as bridges, retaining walls or underground stormwater detention is not included.
- Preparation of plats and legal documents are not included.
- Site Lighting Design is not included in this scope of work.
- Landscaping plans are not included in this scope of work.
- It is assumed that all bidding services and breaking apart construction documents for various bid packages will be performed by the CM. CBBEL will provide one complete set of construction documents for the items listed in the Scope of Services.
- All design and construction will be paid for using local funds. No Motor Fuel Tax or Federal funds will be used for engineering or construction.
- Review of as-built information and preparation record drawings is not included in this contract.

**ESTIMATE OF FEE**

We propose the following estimate of fee to complete the required scope of services:

TASK	DESCRIPTION	ESTIMATE OF FEE
Task 1	KICK-OFF AND COORDINATION MEETINGS	\$ 10,200
Task 2	TOPOGRAPHIC SURVEY	\$ 8,700
Task 3	UTILITY COORDINATION	\$ 17,700
Task 4	50% DESIGN CONSTRUCTION DOCUMENTS	\$ 18,000
Task 5	95% PRE-FINAL CONSTRUCTION DOCUMENTS	\$ 9,000
Task 6	100% CONSTRUCTION DOCUMENTS	\$ 4,000
Task 7	PREPARATION OF STORMWATER POLLUTION PREVENTION PLANS	\$ 3,000
Task 8	WATERSHED MANAGEMENT PERMIT SUBMITTAL	\$ 6,000
Task 9	BIDDING AND CONSTRUCTION SERVICES	\$ 4,500
	Direct Costs	\$ 1,000
	<b>TOTAL</b>	<b>\$ 82,100</b>

We will bill you at the hourly rates specified on the attached Schedule of Charges and establish our contract in accordance with the attached General Terms and Conditions. These General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services. It should be emphasized that any additional requested meetings or additional services that are not included in the preceding Fee Estimate will be billed at the attached hourly rates.

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

Sincerely,



*Ed:* Christopher B. Burke, PhD, PE, D.WRE, Dist.M.ASCE  
President

Encl: Standard Charges  
General Terms and Conditions

THIS PROPOSAL, SCHEDULE OF CHARGES AND GENERAL TERMS & CONDITIONS  
ACCEPTED FOR THE VILLAGE OF TINLEY PARK.

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

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

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

**EXHIBIT B**

**Fee Schedule**

**(insert schedule of hourly rates)**

CHRISTOPHER B. BURKE ENGINEERING, LTD.

Village of Tinley Park Rates

EFFECTIVE 07/01/17

	Village Rate
PRINCIPAL	\$200.00
ENGINEER VI	\$184.00
ENGINEER V	\$161.00
ENGINEER IV	\$134.00
ENGINEER III	\$112.00
ENGINEER I/II	\$81.00
SURVEY III (PLS)	\$135.00
SURVEY II (CREW CHIEF)	\$101.00
SURVEY I (CREW MEMBER)	\$79.00
ENGINEERING TECHNICIAN III/IV	\$116.00
ENGINEERING TECHNICIAN I/II	\$96.00
CAD MANAGER	\$127.00
CAD II	\$116.00
LANDSCAPE ARCHITECT	\$134.00
GIS SPECIALIST III	\$116.00
GIS SPECIALIST I/II	\$71.00
ENVIRONMENTAL RESOURCE SPECIALIST V	\$182.00
ENVIRONMENTAL RESOURCE SPECIALIST IV	\$139.00
ENVIRONMENTAL RESOURCE SPECIALIST III	\$105.00
ENVIRONMENTAL RESOURCE SPECIALIST I/II	\$70.00
ENVIRONMENTAL RESOURCE TECHNICIAN	\$93.00
ADMINISTRATIVE	\$83.00
ENGINEERING INTERN	\$34.00

**These rates may be modified annually after the first of the year with the approval of both CBBEL and the Village of Tinley Park**

**EXHIBIT C**

**Required Insurance**

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

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

**EXHIBIT D**

**Insurance Certificates**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/23/2018

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

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

<b>PRODUCER</b> Donne Insurance Group, Inc 7777 W. 159th Street Suite B Tinley Park IL 60477		<b>CONTACT NAME:</b> Gail Pope <b>PHONE (A/C No. Ext):</b> (708) 429-3100 <b>E-MAIL ADDRESS:</b> Gail.Pope@DonneInsurance.com <b>FAX (A/C No.):</b> (708) 429-3105																						
<b>INSURED</b> Christopher B. Burke Engineering Ltd. 9575 W. Higgins Road Suite 600 Rosemont IL 60018		<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td><b>INSURER A:</b> The Phoenix Ins Co</td> <td></td> <td>26823</td> </tr> <tr> <td><b>INSURER B:</b> Travelers Ind Co Of Con</td> <td></td> <td>25882</td> </tr> <tr> <td><b>INSURER C:</b> The Travelers Ind Co</td> <td></td> <td>25858</td> </tr> <tr> <td><b>INSURER D:</b> Travelers Casualty &amp; Surety</td> <td></td> <td>19038</td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	<b>INSURER A:</b> The Phoenix Ins Co		26823	<b>INSURER B:</b> Travelers Ind Co Of Con		25882	<b>INSURER C:</b> The Travelers Ind Co		25858	<b>INSURER D:</b> Travelers Casualty & Surety		19038	<b>INSURER E:</b>			<b>INSURER F:</b>		
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<b>INSURER E:</b>																								
<b>INSURER F:</b>																								

COVERAGES      CERTIFICATE NUMBER: 2017-2018      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	ADDC SUBR INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Blanket Contractual Liab  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	680-3H482979	10/16/2017	10/15/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BA-6760L521	10/15/2017	10/15/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	CUP-2C769665	10/16/2017	10/15/2018	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB-7J091851	10/15/2017	10/15/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 181, Additional Remarks Schedule, may be attached if more space is required)

Project: Any and All Projects - Additional Insured: Village of Tinley Park - General liability policy includes blanket additional insured status, primary and non-contributory coverage and waiver of subrogation, in any written contract or agreement requiring insurance. Workers compensation policy includes waiver of subrogation. Automobile liability policy includes blanket additional insured status and waiver of subrogation, in any written contract or agreement requiring insurance. 30 day notice of cancellation. Umbrella follows form.

## CERTIFICATE HOLDER

## CANCELLATION

Village of Tinley Park 16250 South Oak Park Avenue  Tinley Park IL 60477	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <i>William M. Donne</i>
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

This endorsement modifies insurance provided under the following:  
**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

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

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

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

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

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

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

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

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

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

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

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

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



COMMERCIAL GENERAL LIABILITY

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

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

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

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

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





**WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY**

**ENDORSEMENT WC 00 03 13 (00)-01**

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

**SCHEDULE**

**DESIGNATED PERSON:**

**DESIGNATED ORGANIZATION:**

**ALL PERSONS OR ORGANIZATIONS THAT ARE PARTIES TO A CONTRACT  
THAT REQUIRES YOU TO OBTAIN THIS AGREEMENT, PROVIDED YOU  
EXECUTED THE CONTRACT BEFORE THE LOSS.**

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

**BUSINESS AUTO EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

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

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

**PROVISIONS**

**A. BROAD FORM NAMED INSURED**

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

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

**B. BLANKET ADDITIONAL INSURED**

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

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

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

**C. EMPLOYEE HIRED AUTO**

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

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

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

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

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

## COMMERCIAL AUTO

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

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

### D. EMPLOYEES AS INSURED

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

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

### E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

COMMERCIAL AUTO

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

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

**G. WAIVER OF DEDUCTIBLE – GLASS**

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

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

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

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

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

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

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

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

**J. PERSONAL PROPERTY**

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

**Personal Property**

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

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

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

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

No deductibles apply to this Personal Property coverage.

**K. AIRBAGS**

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

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

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

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

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

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

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

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

**M. BLANKET WAIVER OF SUBROGATION**

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

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

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

**COMMERCIAL AUTO**

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

**N. UNINTENTIONAL ERRORS OR OMISSIONS**

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

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/18/2017

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

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

<b>PRODUCER</b> Assurance Agency, Ltd. One Century Centre 1750 E. Golf Road Schaumburg, IL 60173	<b>CONTACT NAME:</b> Shawna Zamora <b>PHONE (A/C No. Ext):</b> (847) 463-7120 <b>FAX (A/C No.):</b> (847) 220-9234 <b>E-MAIL ADDRESS:</b> szamora@assuranceagency.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> CHRIBBU-01 Christopher B. Burke Engineering, Ltd. 9575 W. Higgins Road Suite 600 Rosemont IL 60018	<b>INSURER A:</b> Starr Surplus Lines Insurance Compa	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER: 525303040**                      **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.

INER LTR	TYPE OF INSURANCE	ADD/INSUR (NSA) WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability		SLSLPRO25220017	8/1/2017	8/1/2018	Each Occurrence \$2,000,000 General Aggregate \$4,000,000

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

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