
THE VILLAGE OF TINLEY PARK

**Cook County, Illinois
Will County, Illinois**

**RESOLUTION
NO. 2018-R-078**

**A RESOLUTION AUTHORIZING A PROFESSIONAL ENGINEERING SERVICES
AGREEMENT FOR THE HARMONY SQUARE DOWNTOWN PLAZA DEVELOPMENT WITH
CHRISTOPHER B. BURKE ENGINEERING, LTD FOR SERVICES PROVIDING SCHEMATIC
DESIGN AND DESIGN DEVELOPMENT TO PREPARE CONSTRUCTION PLANS,
SPECIFICATIONS, MATERIAL TESTING AND CONSTRUCTION OBSERVATION FOR THE
SITE CIVIL AND ELECTRICAL PORTIONS OF THIS PROJECT**

**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-078

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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 Professional Engineering Agreement with the Christopher B. Burke Engineering, LTD., a true and correct copy of such Professional Engineering 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 2nd day of October, 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 2nd day of October, 2018, by the President of the Village of Tinley Park.


Village President

ATTEST:



Village Clerk

EXHIBIT 1

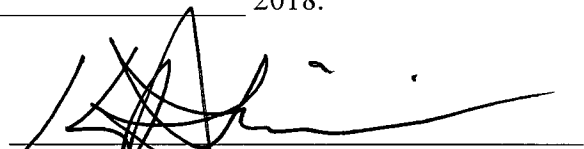
**A PROFESSIONAL ENGINEERING SERVICES AGREEMENT FOR THE HARMONY SQUARE
DOWNTOWN PLAZA DEVELOPMENT WITH CHRISTOPHER B. BURKE ENGINEERING,
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STATE OF ILLINOIS)
COUNTY OF COOK) SS
COUNTY OF WILL)

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-078, **“A RESOLUTION AUTHORIZING A PROFESSIONAL ENGINEERING SERVICES AGREEMENT FOR THE HARMONY SQUARE DOWNTOWN PLAZA DEVELOPMENT WITH CHRISTOPHER B. BURKE ENGINEERING, LTD FOR SERVICES PROVIDING SCHEMATIC DESIGN AND DESIGN DEVELOPMENT TO PREPARE CONSTRUCTION PLANS, SPECIFICATIONS, MATERIAL TESTING AND CONSTRUCTION OBSERVATION FOR THE SITE CIVIL AND ELECTRICAL PORTIONS OF THIS PROJECT,”** which was adopted by the President and Board of Trustees of the Village of Tinley Park on October 2, 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.



KRISTIN A. THIRION, VILLAGE CLERK

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made between Christopher B. Burke Engineering, Ltd. (hereinafter "Contractor") having its principal place of business at 9575 W. Higgins Road, Suite 600, Rosemont, IL 60018 and the Village of Tinley Park, an Illinois home-rule municipal corporation (hereinafter the "Village"; collectively the "Parties"), for the following project:

**Christopher B. Burke Engineering, Ltd.
Harmony Square Downtown Plaza Development
(Scope of Work set out in Exhibit A)**

FOR AND IN CONSIDERATION of their mutual promises, covenants, undertakings and agreements, the parties agree as follows:

- I. Services
 - A. Contractor agrees to provide, as an independent contractor, 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 (hereinafter the "Services"). Said Services shall be conducted in accordance with the nationally recognized standards in the industry, the expectations of the Village, and the laws and regulations of the State of Illinois and the Village of Tinley Park. 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 Contractor, 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 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 Agreement. 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.

II. COMPENSATION

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

III. INDEMNIFICATION AND HOLD HARMLESS.

Contractor 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 act, omission, neglect or misconduct of Contractor, its officers, agents and/or employees, including any of its subcontractors, 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, Contractor 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.

Contractor 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, transferees, licensees, invitees, and attorneys, as additional insureds on all required insurance policies.

V. WARRANTY

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

VI. NOTICE

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

Christopher B. Burke Engineering, Ltd.
Andrew Pufundt, PE
9575 West 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. TERM

The effective date of this Agreement is the date the Village executes the agreement by signing below. The Village may terminate this Agreement at any time and for any reason, upon providing twenty-four hours written notice to Contractor. The Agreement shall remain in effect for 12 months from the effective date and shall be automatically renewed for a like term, subject to the right of the Village to cancel this Agreement upon twenty-four hours written notice to Contractor.

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

VILLAGE OF TINLEY PARK

By: 
VILLAGE PRESIDENT

DATE: 10/2/18

Christopher B. Burke Engineering, Ltd.

By: 
President

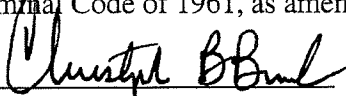
DATE: 9/24/18

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.

Christopher B. Burke Engineering, Ltd.
Name of Contractor (please print)

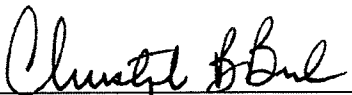

Submitted by (signature)

President
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.

Christopher B. Burke Engineering, Ltd.
Name of Contractor (please print)

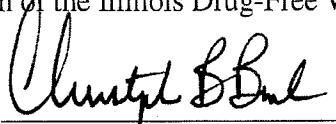

Submitted by (signature)

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 Contractor (please print)

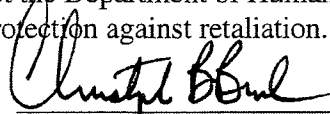

Submitted by (signature)

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 Contractor (please print)


Submitted by (signature)

President
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 the Harmony Square Downtown Plaza Development dated September 24, 2018.



CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

September 24, 2018

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

Attention: Mr. Colby Zemaitis, PE, CFM
Village Engineer

Subject: **Proposal for Professional Engineering Services for the
Harmony Square Downtown Plaza Development**

Dear Mr. Zemaitis:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to submit this proposal for professional engineering services for the subject project. The purpose of these services is to provide Schematic Design and Design Development to provide construction plans and specifications for the site civil and electrical portions of the development of the Plaza property.

After further conversations with Village staff and Lakota Group, our initial scope submitted to the Village on September 18, 2018 has been revised to refine the services CBBEL will provide as to not overlap with services being conducted by the Lakota Group and their other subconsultants. This proposal includes our Understanding of the Assignment, Scope of Services, and Estimate of Fee.

UNDERSTANDING OF ASSIGNMENT

We understand that the Village of Tinley Park is proceeding with their Downtown Harmony Square Plaza project. The improvements will be based on the concept plan prepared by The Lakota Group which includes a stage and shade structure, event lawn, ice pond, holiday tree, water feature, gateway pergola, and various temporary and permanent structures. The survey for the site has been completed by Robinson Engineering and the geotechnical investigation along with the CCDD soil sampling and testing has been completed by GEOCON.

The limits of the improvements are understood to be bound by North Street to the south, 173rd Street to the north, the extension of 67th Court to the east, and the private property to the west. It is understood that the project includes the extension of 67th Court from the existing road south to intersect with North Street. It is further understood that the project

includes the reconstruction of 173rd Street from Oak Park Avenue to 67th Court. Robinson Engineering is designing and bidding the reconstruction of North Street from Oak Park Avenue to the eastern limits of the project. Our scope will include the streetscape from the back of curb of the north curb line of North Street, including 67th Court and 173rd Street surrounding the plaza.

Project coordination will be led by the Lakota Group, with their subconsultants handling various aspects of the development. Items being handled by Lakota and their consultants include:

- Ice rink and snow melt pit design and details
- Ice rink railing or dasher board design and details
- Artificial turf design and details, including seasonal artificial turf over the ice rink
- Fountain/Water feature design and details
- All buildings/structures to within 3' of the building exterior
- Temporary warming tent design and details
- Shade Structure and Event Plaza design and details
- Fire Place design and details
- Gateway and Pergola design and details
- Holiday Tree mounting design and details

It is further understood that the Village has released ComEd to design the relocation of their overhead facilities and that the Village and/or the project architect selected by Lakota will coordinate dry utility connections to the proposed locations. CBBEL's Dry Utility Design and Coordination task has been removed from this proposal. If this service is requested at a later time, CBBEL can perform this task on a time and material basis.

Our project will consist of watermain, storm sewer, and sanitary sewer improvements throughout the site and along 173rd Street and 67th Court, and tie into connection points on North Street. The project will also include electrical and lighting design and coordination.

According to the Village, the approximate construction budget for the Plaza is \$8,000,000, and the tentative schedule has construction starting in June of 2019.

SCOPE OF SERVICES

CBBEL proposes the following scope of services for the projects.

Task 1 – Preliminary Design: CBBEL will create preliminary/30% plans which will incorporate the various site features outlined in the Lakota master plan. We understand that Lakota will provide a geometrically accurate CAD drawing designed utilizing the Robinson survey which includes all the site and streetscape features. At this point, the amenity size and locations can be discussed and adjusted as necessary. CBBEL will work with the Architect, Land Planner, fountain designer, and Ice Rink supplier to further refine the site plan to incorporate all the special needs of the various aspects of the project. CBBEL will set a profile and alignment to 173rd Street and 67th Court and produce cross sections for the proposed roadways. A preliminary construction cost estimate and staging plan will also be provided.

Task 1.1 – Preliminary Utility Evaluation and Site Plan: We will prepare a preliminary utility and site plan using the geometry provided by Lakota and the information provided by the topographic survey, the Village, utility companies, and the subconsultants. Upon authorization to proceed, CBBEL will send a location map to all known private utility companies within the project area requesting their atlases or plans of their facilities within the project limits.

The preliminary utility plan will include the following:

- Existing utility locations,
- Existing utilities to be abandoned in-place or removed,
- Proposed roadway locations and profile,
- Proposed building services locations,
- Proposed sanitary sewer, storm sewer, and watermain locations,
- Proposed Stormwater BMP's.

Task 1.2 – Volume Control: We will calculate the required volume control as mandated by the MWRD. CBBEL will analyze the impact of the required volume control to the proposed site plan. We will look for opportunities within the site plan to incorporate best management practices (BMP's). Implementation of these suitable design features can often times reduce up front costs, annual maintenance costs and simplify the permitting through the MWRD.

Task 1.3 – Consultation/Meeting/Conference calls: CBBEL will provide consultation including attendance at group meetings or conference calls with the subconsultants, municipal staff, governmental agencies and utility companies to properly advise the Village of the engineering concerns. CBBEL will produce engineering exhibits/material and attend public meetings to be presented by the Lakota Group. Ten meetings are included in this task. Additional meetings will be billed on a time and material basis.

Task 2 – Electrical and Lighting Design and Coordination: It is anticipated that several subconsultants and product suppliers will be assisting in the design of the infrastructure necessary for their product. Given some of the specialized equipment for this project, some portions of the project will be specified as sole sourced products. This task will involve the design and coordination of the various MEP elements necessary to tie the project elements into a cohesive project.

Task 2.1 – Water Feature Power/Water/Sewer Services: The overall design of the water feature will be designed and permitted by others and is not included in this task. CBBEL will provide supplementary design related only to providing power, water and sewer connections to the fountain.

Task 2.2 – Plaza Site and Landscaping Lighting Design: This work relates to only exterior site lighting. We assume all building mounted (interior and exterior) lighting design will be performed by the architect, as well as fountain lighting design will be performed by the fountain vendor. It is anticipated that the exterior site lighting would contain numerous types of lighting including pedestrian scale light poles for walkways, higher level light poles for the ice rink, lighted bollards, tree/landscape lighting, and special features such as seat/bench and monument lighting. The selection of all site light

poles and fixtures will be performed by others and specific make/models with wattages/optics including their locations will be provided to CBBEL. All photometric requirements/calculations will be determined, performed and submitted to the Village by others. CBBEL will assist the Village with review of the submitted site photometric calculations and pole layout. After the photometrics and pole locations have been approved by the Village, CBBEL will perform the detailed lighting design. CBBEL will determine optimal circuitry/routing and perform electrical calculations to size the conduit/wiring/handholes/junction boxes required for all exterior site lighting elements. CBBEL will design lighting controls for all site lighting fixtures. CBBEL will create site lighting electrical plan drawings as well as detail drawings of all equipment.

Task 2.3 – Street Lighting Design: This work relates to street lighting along 173rd St. (Oak Park Ave. to 67th Ct.) and along 67th Ct. (173rd St. to North St.). The selection of all street light poles and fixtures will be performed by others and specific make/models with wattages/optics including their locations will be provided to CBBEL. All photometric requirements/calculations will be determined, performed and submitted to the Village by others. CBBEL will assist the Village with review of the submitted roadway photometric calculations and pole layout. After the photometrics and pole locations have been approved by the Village, CBBEL will perform the detailed lighting design. CBBEL will determine optimal circuitry/routing and perform electrical calculations to size the conduit/wiring/handholes/junction boxes required. CBBEL will design lighting controls for the roadway lighting fixtures. CBBEL will create roadway lighting electrical plan drawings as well as detail drawings of all equipment. The design will be in accordance with current Village and IDOT District 1 “General Guidelines for Lighting Design.

Task 2.4 – Vendor Tent Power Electrical Design: This work related to power for portable vendor tents that will be located throughout the site during local events. The fixed tent locations and power requirements for each will be determined by and submitted to the Village by others. After the fixed tent locations have been approved by the Village, CBBEL will design permanent and temporary power infrastructure to the fixed locations. CBBEL will determine optimal circuitry/routing and perform electrical calculations to size the conduit/wiring/handholes/junction boxes required. CBBEL will provide circuits and loads to the architect for their design of power distribution panels inside building. CBBEL will create vendor power electrical plan drawings as well as detail drawings of all equipment.

Task 2.5 – Site Sound Design: CBBEL will work with a music vendor to design and show locations for speakers, conduit, wire, receiver/transmitter components as required to provide a complete base-level sound and public-address system for the site. We assume speakers will be wireless units mounted to proposed light poles or dedicated speaker poles, building facades, pergola supports, etc. CBBEL will prepare drawings to locate the speakers, receiver/transmitter and provide detail drawings of all equipment. Sound system for the stage area is not included in this scope.

Task 2.6 – Site Security Close Circuit Television Camera (CCTV): CBBEL will work with a CCTV vendor to design CCTV system and show camera locations, and provide space for CCTV controls, data storage and CCTV equipment as required to provide a complete CCTV system for the site. CBBEL will prepare plans and specifications for inclusion in the overall site design contract documents.

Task 3 – Design Development: CBBEL will create pre-final and final engineering plans which will incorporate the various site features outlined in the Lakota master plan. This task will consist of the preparation of the final design documents for submittal to the Village for review. It is in this stage that the construction details for all aspect of the project are assembled.

Task 3.1 – Pre-Final Engineering: The plan drawings will include design drawings, technical specifications, and other documentation for the final design of on-site engineering improvements. The plans will be in English units of measurement. This work will include; plan notes, typical sections, geometric plan, water service, sanitary sewer service, storm sewers, paving for roadways/parking areas, grading, erosion control, details and, pavement marking/signing. Our design of underground utilities will be up to three feet from the outside of the building wall for service connections. Site drawings will reflect required planning for grading, drainage, curbs, curb cuts, sidewalks, and gutters.

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

A set of pre-final plans will be submitted to utility companies for verification of facilities.

Task 3.2 – Final Engineering: Upon meeting with the Village staff to review their comments on the pre-final submittal, we will revise and finalize the contract documents and cost estimate. During this task the exact letting date will be determined and an estimated construction schedule will be provided. We will provide the plans (signed and sealed by a professional engineer licensed in the state of Illinois), specifications and estimate to the Village and Lakota in electronic format for bidding.

Task 4 – Permitting: 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 the 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.

CBBEL will also submit and obtain the construction permits through the IEPA for the water main and sanitary sewer improvements. Permitting for the water feature is assumed to be completed by others.

Task 5 – Watershed Management Permit (WMP) Submittal: It is CBBEL's understanding that the detention requirements for this site are provided for off-site in an existing detention facility designed by Robinson Engineering. Stormwater volume control is required and CBBEL proposes to accommodate this requirement with storage in the stone subgrade of

the permeable pavement along 173rd Street and 67th Court, or alternatively under the Event Lawn turf. The MWRD WMP application 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 6 – Construction Observation: CBBEL understands that the Village of Tinley Park would like assistance facilitating construction of the Harmony Square Downtown Development Plaza and associated roadways. Anticipated work includes attending a pre-construction meeting, answering questions and performing shop drawing reviews for site electrical and civil engineering related items designed by CBBEL only, and providing clarification to the Contractor for any design or construction related questions. It is our understanding that observation is being provided by others for specialty items such as the fountain, ice rink, stage and buildings.

CBBEL is proposing to staff a full time Resident Engineer for the duration of the roadway reconstruction along 173rd Street and the 67th Court extension and provide part time observation services, as needed, for the site electrical and civil engineering items related to the Plaza construction. For estimating purposes, it is assumed that the duration of roadway reconstruction will be approximately 8 weeks and the site electrical and civil portion of the Plaza will be 16 weeks. Twenty (20) hours per week for the 16-week duration has been estimated for this portion of the Plaza.

Task 6.1 – Pre-Construction Services: CBBEL will perform the following tasks prior to the start of construction:

- Attend the pre-construction meeting.
- Review the Contractor's work schedule for compliance with the specifications.

Task 6.2 – Submittal Review: CBBEL will review submittals for site electrical and civil engineering related items from the Contractor for conformance with the plans and specifications.

Task 6.3 – Construction Observation for Site Electrical and Civil Work: While on-site, construction observation will include the following tasks:

- Observe the progress and quality of the executed work and to determine if the work is proceeding in accordance with the Contract Documents. The Engineer will keep the Village informed of the progress of the work, guard the Village against defects and deficiencies in the work, advise the Village of all observed deficiencies of the work, and will disapprove or reject all work failing to conform to the Contract Documents.
- Record the names, addresses and phone numbers of all Contractors, subcontractors and major material suppliers in the diary.
- Keep an inspectors daily report book, which shall contain a daily report and quantity of hours on the job site, weather conditions, list of visiting officials, daily activities, job decisions and observations as well as general and specific observations and job progress.
- Inspect erosion and sediment control measures and notify Contractor of any deficiencies.
- Attend construction conferences at the request of the Village.
- Review the Contractor's schedule on a weekly basis. Compare actual progress to Contractor's approved schedule. If the project falls behind schedule, work with the Contractor to determine the appropriate course of action to get back on schedule.
- Determine if the project has been completed in accordance with the Contract Documents and that the Contractor has fulfilled all of his obligations.

Task 6.4 – Material Testing: An allowance has been added so that CBBEL can coordinate material testing with a local testing facility for quality assurance of concrete placed for roadway items and flatwork in the plaza.

It shall be noted that CBBEL will only be able to observe that construction taking place when they are on-site and taking no responsibility for all other work.

The scope of work does not include review and recommendation of contractor invoices, inspections or shop drawing reviews related to the stage/canopy, ice rink, water feature, or any buildings/structures.

It is understood that CBBEL will not be responsible for job and site safety on this project; job and site safety shall be the sole responsibility of the Contractor(s). CBBEL does not have the right to stop work and will not advise/schedule/coordinate/supervise the Contractor(s) nor the Contractor(s) means and methods of their work.

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

If the Village requests additional services or labor beyond the allocated number of hours then a supplemental proposal can be provided.

SCOPE ASSUMPTIONS/EXCLUSIONS

If requested by the Village, CBBEL will perform the following task on a time and material basis:

- **Dry Utility Design and Coordination:** It is our understanding that the Village of Tinley Park wants to remove all existing overhead dry utilities from the utility poles located along the perimeter of the site on 173rd Street, 67th Court and North Street. The Village has made preliminary contact to coordinate this effort with ComEd, AT&T and Comcast which appear to currently have facilities located on these poles have not been contacted. CBBEL will also need to coordinate proposed natural gas service to the site. All of this work will need to be coordinated further with the utility companies through meetings on-site and off-site so as to 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, pedestals as well as meters and regulators.

Based on the proposed equipment requirements, plans will be prepared by each utility company. CBBEL will prepare plans showing the proposed alignments for the utility main transmission lines, transformer and switch gear pads, and design the individual house and business service lines which feed each of the properties that are affected by the conversion of the utilities from overhead to underground or new services required to facilitate the site.

It is assumed that all the required utility easements are in place and no proposed easements will be required. Any additional easement acquisition documents may be prepared by CBBEL under additional task services and recorded by the Village.

Data Collection and Project Coordination Meetings: CBBEL will coordinate joint meetings with the utility companies that have been previously contacted by Village staff. These meetings will be a combination of field meetings as well as office meetings with all 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 with the affected businesses and residents.

Construction Plans and Bidding Document Preparation: Based on 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 to 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 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.

Summary of Quantities and Cost Estimate: Based on the work described in these tasks, 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 may have their own costs associated with their project scope which is not included in this task.**

- **Plaza Structures Supplementary Mechanical/Electrical Design:** The overall structure to house the ice rink chiller equipment and Zamboni will be designed by architect/structural engineer and is not included in this task. CBBEL will provide supplementary mechanical and electrical design related to the ice skating rink chiller equipment and Zamboni. CBBEL will coordinate with ice skating rink vendor for equipment sizes, locations and layout. A pit will be designed to melt the ice shavings removed from the ice by the Zamboni along with a heating and treatment system for the water supply for the Zamboni. Sound levels onto adjacent properties from the ice rink compressor will be performed.

Also under this task, CBBEL will determine the required electrical demand loads of the site for the design of the service and distribution equipment.

- **Site Lightning Detection Design:** CBBEL will work with a lightning detection vendor to design a lightning detection system and show detector location along with power supply and communication as required.

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, easements, and legal documents are not included.
- Design of any elements inside of the proposed building is excluded (to be provided by the architect). CBBEL will design facilities to within 3 feet of the building.
- Design of any foundations are not included (to be provided by the architect).
- Design of the water feature or any water holding tanks is excluded. The drawings will be prepared, stamped, and packaged for submittal to the public health governing body for review and permitting by others.
- Design of the ice rink or any features associated with the rink (to be provided by Lakota subconsultant).
- Landscaping plans and site elements will be designed and provided by others (Lakota). The site elements include but are not limited to site furnishings (benches, trash receptacles, etc.), gateway elements, pergola details, and hardscape details and layout.
- Irrigation Plans by others (Lakota).
- Traffic analysis, traffic impact studies, parking plan, capacity analyses, warrant studies, intersection design studies, and construction documents for any traffic control devices are not included.
- 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.
- Environmental assessments, and re-testing of any material are not included.
- Geotechnical investigations have been completed for the project, however additional geotechnical borings may be required if any of the structures will include a basement. The additional borings, if required, are not included.
- Additional topographic survey is not included.
- Private utility cost for the relocation of their facilities is not included.
- Trash enclosure design is not included.
- Advertising for bidding, bidding assistance, and review and tabulation of the bids and recommendations of award is not included.

ESTIMATE OF FEE

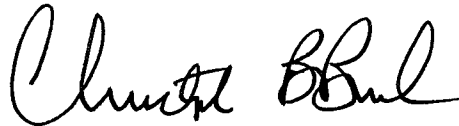
We estimate the costs of the services to be the following:

Task	Fee
Task 1 – Preliminary Design	
Task 1.1 – Preliminary Utility Evaluation and Site Plan	\$ 24,500
Task 1.2 – Volume Control	\$ 3,000
Task 1.3 – Consultation/Meeting/Conference calls	\$ 15,000
Task 2 –Electrical and Lighting Design and Coordination	
Task 2.1 – Water Feature Power/Water/Sewer Services	\$ 7,000
Task 2.2 – Plaza Site and Landscaping Lighting Design	\$ 19,000
Task 2.3 – Street Lighting Design	\$ 18,000
Task 2.4 – Vendor Tent Power Electrical Design	\$ 12,000
Task 2.5 – Site Sound Design	\$ 7,000
Task 2.6 – Site Security Close Circuit Television Camera (CCTV)	\$ 6,000
Task 3 – Design Development	
Task 3.1 – Pre-Final Engineering	\$ 42,500
Task 3.2 – Final Engineering	\$ 12,500
Task 4 – Permitting	\$ 7,000
Task 5 – Watershed Management Permit (WMP) Submittal	\$ 6,000
Task 6 – Construction Observation	
Task 6.1 – Pre-Construction Services	\$ 2,500
Task 6.2 – Submittal Review	\$ 4,500
Task 6.3 – Construction Observation for Site Electrical and Civil Work	\$ 89,000
Task 6.4 – Material Testing	\$ 10,000
Direct Costs	\$ 3,000
Total	\$ 288,500

We will bill you at the hourly rates specified on the attached Schedule of Charges and establish our contract in accordance with the Agreement for Professional Services between the Village of Tinley and CBBEL that is already on file. 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,



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

Enclosure: Standard Charges

THIS PROPOSAL AND SCHEDULE OF CHARGES ACCEPTED FOR THE VILLAGE OF TINLEY PARK:

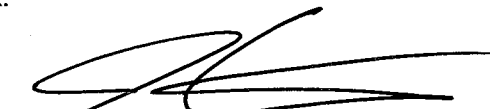
BY: 
TITLE: Village President
DATE: October 2, 2018

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

EXHIBIT D

Insurance Certificates



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/19/18

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 Assurance Agency, Ltd. One Century Centre 1750 E. Golf Road Schaumburg, IL 60173	CONTACT NAME: Shawna Zamora	
	PHONE (A/C, No, Ext): (847) 463-7120	FAX (A/C, No): (847) 220-9234
E-MAIL ADDRESS: szamora@assuranceagency.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Starr Surplus Lines Insurance Compa		
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED **CHTRIBU-01**

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

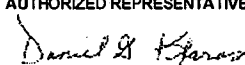
COVERAGES **CERTIFICATE NUMBER: 525303040** **REVISION NUMBER:**

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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <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 - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability		SLSLPRO26220017	6/1/2018	6/1/2019	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

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

DATE (MM/DD/YYYY)
05/23/2018

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).

PRODUCER Donne Insurance Group, Inc 7777 W. 159th Street Suite B Tinley Park IL 60477	CONTACT NAME: Gail Pope PHONE (A/C, No, Ext): (708) 429-3100 FAX (A/C, No): (708) 429-3105 E-MAIL ADDRESS: Gail.Pope@DonneInsurance.com																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A :</td> <td>The Phoenix Ins Co</td> <td>25623</td> </tr> <tr> <td>INSURER B :</td> <td>Travelers Ind Co Of Con</td> <td>25682</td> </tr> <tr> <td>INSURER C :</td> <td>The Travelers Ind Co</td> <td>25658</td> </tr> <tr> <td>INSURER D :</td> <td>Travelers Casualty & Surety</td> <td>19038</td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	The Phoenix Ins Co	25623	INSURER B :	Travelers Ind Co Of Con	25682	INSURER C :	The Travelers Ind Co	25658	INSURER D :	Travelers Casualty & Surety	19038	INSURER E :			INSURER F :	
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INSURER C :	The Travelers Ind Co	25658																			
INSURER D :	Travelers Casualty & Surety	19038																			
INSURER E :																					
INSURER F :																					
INSURED Christopher B. Burke Engineering Ltd. 9575 W. Higgins Road Suite 600 Rosemont IL 60018																					

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.

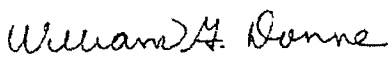
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Blanket Contractual 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	10/15/2017	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	<input 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 \$ 10,000	Y	Y	CUP-2C769665	10/15/2017	10/15/2018	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB-7J091851	10/15/2017	10/15/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Project: 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 
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© 1988-2015 ACORD CORPORATION. All rights reserved.

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.

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

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

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

D. EMPLOYEES AS INSURED

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

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

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

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

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

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

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

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

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

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

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

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

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

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

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

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

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

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

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

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

G. WAIVER OF DEDUCTIBLE – GLASS

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

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

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

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

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

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

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

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

J. PERSONAL PROPERTY

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

Personal Property

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

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

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

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

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

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

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

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

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

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

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

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

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

M. BLANKET WAIVER OF SUBROGATION

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

5. Transfer Of Rights Of Recovery Against Others To Us

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

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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.