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

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**RESOLUTION**  
**NO. 2023-R-053**

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**A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN  
THE VILLAGE OF TINLEY PARK AND ROBINSON ENGINEERING, LTD. FOR  
GENERAL DESIGN AND CONSTRUCTION ENGINEERING SERVICES**

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

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

**RESOLUTION NO. 2023-R-053**

**A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND ROBINSON ENGINEERING, LTD. FOR GENERAL DESIGN AND CONSTRUCTION ENGINEERING SERVICES**

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

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

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

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

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

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

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

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

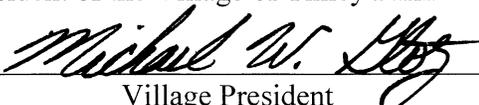
**ADOPTED** this 16<sup>th</sup> day of May, 2023, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

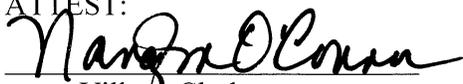
**AYES:** Brady, Brennan, Mahoney, Mueller, Shaw

**NAYS:** None

**ABSENT:** Sullivan

**APPROVED** this 16<sup>th</sup> day of May, 2023, by the President of the Village of Tinley Park.

  
\_\_\_\_\_  
Village President

**ATTEST:**  
  
\_\_\_\_\_  
Village Clerk

# **EXHIBIT 1**

**ROBINSON ENGINEERING, LTD. PROFESSIONAL SERVICES AGREEMENT FOR  
GENERAL DESIGN AND CONSTRUCTION ENGINEERING SERVICES**

## AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into this 1<sup>st</sup> day of May, 2023 (“Effective Date”), between the Village of Tinley Park, Illinois (“Village”), located at 16250 South Oak Park Avenue, Tinley Park, IL 60477, and Robinson Engineering, Ltd. (“Consultant”), collectively the “Parties” for the following project:

### I. Services

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

## II. COMPENSATION

Consultant will be compensated based upon the fee schedule attached hereto as Exhibit B for the entirety of 2023. In the subsequent two years, the fee schedule will be increased by 0%-5% each year subject to negotiations between the Village and the Consultant.

## III. INDEMNIFICATION AND HOLD HARMLESS

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

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

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

## IV. INSURANCE

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

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

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

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

#### V. WARRANTY

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

#### VI. NOTICE

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

Robinson Engineering Ltd.

17000 South Park Avenue

South Holland, IL 60473

OR TO:

Village of Tinley Park

Village Manager

16250 South Oak Park Avenue

Tinley Park IL. 60477

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

## VII. INTERPRETATION

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

## VIII. WAIVER

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

## IX. SEVERABILITY

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

## X. ENTIRE UNDERSTANDING

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

## XI. TERMINATION

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

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

VILLAGE OF TINLEY PARK

By: Michael W. Lyle  
Village President

DATE: 5/16/2023

ROBINSON ENGINEERING LTD.

By: Vay Labor  
Its: Director of Operations

DATE: 4/27/23

**CERTIFICATIONS BY CONSULTANT**

**Eligibility to Contract**

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

Van Calombaris

Vay Labor

Name of Consultant (please print)

Submitted by (signature)

Director of Operations

Title

**Certificate of Compliance with Illinois Human Rights Act**

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

Van Calombaris

Vay Labor

Name of Consultant (please print)

Submitted by (signature)

Director of Operations

Title

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

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

Van Calombaris



Name of Consultant (please print)

Submitted by (signature)

Director of Operations

Title

**Certificate Regarding Sexual Harassment Policy**

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

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

Van Calombaris



Name of Consultant (please print)

Submitted by (signature)

Director of Operations

Title

**EXHIBIT A**

**Scope of Professional Services**

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

**EXHIBIT B**

**Fee Schedule**

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

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

## EXHIBIT C

### Required Insurance

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

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

**EXHIBIT D**

**Insurance Certificate**



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

CERTIFICATE

I, NANCY M. O’CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2023-R-053, “**A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND ROBINSON ENGINEERING, LTD. FOR GENERAL DESIGN AND CONSTRUCTION ENGINEERING SERVICES,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on May 16, 2023.

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

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