THE VILLAGE OF TINLEY PARK

Cook County, Illinois Will County, Illinois

RESOLUTION NO. 2023-R-085

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND CHRISTOPHER B. BURKE ENGINEERING, LTD. FOR HARMONY SQUARE INFRASTRUCTURE IMPROVEMENTS – DESIGN DEVELOPMENT & CONSTRUCTION DOCUMENTS PHASE

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

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MICHAEL G. MUELLER
KENNETH E. SHAW
COLLEEN M. SULLIVAN
Board of Trustees

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

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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/an Agreement with Christopher B. Burke Engineering, Ltd., a true and correct copy of such Agreement being attached hereto and made a part hereof as **EXHIBIT 1**; and

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

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

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

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

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

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

ADOPTED this 2nd day of August, 2023, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES: Brady, Brennan, Mahoney, Shaw, Sullivan

NAYS: None

ABSENT: Mueller

APPROVED this 2nd day of August, 2023, by the President of the Village of Tinley Park.

Village President

TEST:

Villa## Clerk

EXHIBIT 1

HARMONY SQUARE INFRASTRUCTURE IMPROVEMENTS – DESIGN DEVELOPMENT & CONSTRUCTION DOCUMENTS PHASE AGREEMENT

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into this 26th day of July, 2023 ("Effective Date"), between the Village of Tinley Park, Illinois "(Village"), located at 16250 South Oak Park Avenue, Tinley Park, IL 60477, and Christopher B. Burke Engineering, Ltd. ("Consultant"), collectively the "Parties" for the following project:

I. Services

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

II. COMPENSATION

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

III. INDEMNIFICATION AND HOLD HARMLESS.

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

IV. INSURANCE

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

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

V. WARRANTY

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

VI. NOTICE

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

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

OR TO:

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

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

VII. INTERPRETATION

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

VIII. WAIVER.

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

IX. SEVERABILITY

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

X. ENTIRE UNDERSTANDING

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

XI. TERMINATION

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

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

VILLAGE OF TINLEY PARK

CHRISTOPHER B. BURKE ENGINEERING, LTD.

By:

Title: President

Village President

DATE: 8 21 8023

DATE: __7/26/2023

CERTIFICATIONS BY CONSULTANT

Eligibility to Contract

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

	Christopher B. Burke Engineering, Ltd.	SUM
	Name of Consultant (please print)	Submitted by (signature)
	President	
	Title	
Certific	cate of Compliance with Illinois Human Right	s Act
	The undersigned hereby certifies that the Consult Rights Act as amended and the Illinois Human Rights	ant is in compliance with Title 7 of the 1964 Civil ights Act as amended.
	Christopher B. Burke Engineering, Ltd.	MM
	Name of Consultant (please print)	Submitted by (signature)
	President	
	Title	

Certificate of Compliance with Illinois Drug-Free Workplace Act

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

Mun

Christopher B. Burke Engineering, Ltd.	
Name of Consultant (please print)	Submitted by (signature)
President	
Title	
Certificate Regarding Sexual Harassment Policy	
(775 ILCS 5/2-105) that it has a written sext following information: (i) the illegality of set harassment under State law; (iii) a descriptio internal complaint process including penaltie process available through the Department of	nt to section 2-105 of the Illinois Human Rights Act ual harassment policy that includes, at a minimum, the xual harassment; (ii) the definition of sexual on of sexual harassment, utilizing examples; (iv) an es; (v) the legal recourse, investigative and complaint Human Rights and Human Rights Commission; (vi) of Human Rights and Human Rights Commission; and
Christopher B. Burke Engineering, Ltd. Name of Consultant (please print)	Submitted by (signature)
President	
Title	

EXHIBIT A

Scope of Professional Services

Scope of services will generally consist of site utilities and civil work for the Harmony Square Plaza, dry utility relocation from overhead to underground, electrical and street lighting design within the project limits and all required coordination as further described in the attached proposal dated July 26, 2023.



CHRISTOPHER B. BURKE ENGINEERING, LTD.

16221 W. 159th Street Suite 201 Lockport, Illinois 60441 TEL (815) 770-2850

July 26, 2023

Village of Tinley Park 16250 South Oak Park Avenue Tinley Park, IL 60477

Attention: John Urbanski – Public Works Director

Subject: Professional Engineering Services Proposal

Design Engineering

Harmony Square Downtown Plaza Development

Tinley Park, Illinois

Dear Mr. Urbanski:

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 Harmony Square Plaza property and street lighting and utility relocation design for the surrounding development area. This proposal includes our Understanding of the Assignment, Scope of Services, Scope Assumptions/Exclusions and Estimate of Fee.

UNDERSTANDING OF ASSIGNMENT

CBBEL understands that the Village of Tinley Park has resumed engineering, permitting and planning on their Downtown Harmony Square Plaza project that was previously put on hold in early 2021. The proposed improvements will be based on the revised concept plans prepared by The Lakota Group in July/August 2023 in addition to proposed residential/mixeduse development plans on adjacent properties to be completed by private development groups.

Project coordination will be led by Cullen Construction Management, with the Village's consultants handling various aspects of the development design. CBBEL's scope will generally consist of site civil, overhead dry utility relocation from overhead to underground, electrical and street lighting design within the project limits and all required coordination. It is our understanding that Robinson Engineering has completed an updated topographic survey of the entire project limits. It is also understood geotechnical investigation along with the CCDD soil sampling and testing will be completed by others.

The overall limits of the improvements are generally understood to be bound by North Street to the south, 172nd Street to the north, 67th Avenue to the east, and Oak Park Avenue, 173rd Street and 67th Court to the west.

The limits of the improvements related to the Harmony Square Plaza portion of the project 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 Oak Park Avenue to the west. It is understood that the extension of 67th Court from 173rd Street to North Street and the reconstruction of 173rd Street from Oak Park Avenue to 67th Court will be included in CBBEL's civil design of the Plaza site. Our scope will include the streetscape from the back of curb of the north curb line of North Street, from the back of curb of the east curb line of Oak Park Avenue, the back of curb of the east curb line of the 67th Court extension and the north right-of-way line of 173rd Street surrounding the plaza.

The Harmony Square Plaza site civil improvements will be based on the concept plan prepared by The Lakota Group which includes a stage and storage building, support building, event lawn, temporary ice rink using synthetic ice, holiday tree, water feature, gateway pergola, and various temporary and permanent structures. Lakota's plan also includes the redevelopment design of the commercial building at the northeast corner of Oak Park Avenue and North Street.

Project coordination for the Harmony Square Plaza 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:

- Synthetic Ice rink design and details
- Ice rink railing or dasher board design and details
- Artificial turf design and details
- Fountain/Water feature design and details
- All buildings/structures to within 3' of the building exterior
- Finished floor elevations of all buildings/structures
- Temporary warming tent design and details
- Shade Structure and Event Plaza design and details
- Fireplace design and details
- Gateway and Pergola design and details
- Holiday Tree mounting design and details
- Seating (including seat walls), planters and landscaping design and details
- Sound design and public address system for the stage and entire site including light pole mounted speakers
- Dimming controls for skate rink lights, site lights and catenary lighting
- Catenary lighting layout
- Site irrigation

CBBEL will be responsible for the design of water and sanitary services for the Harmony Square Plaza site that will connect to the proposed water mains and sewers being designed by Robinson Engineering. In addition, CBBEL will design and coordinate street lighting and dry-utility undergrounding for the entire project limits including the Plaza and surrounding streets.

It is understood that Robinson Engineering will be designing roadway, water main and sewer improvements for the project limits outside of the proposed Plaza area on 67th Court (north of 173rd Street), 67th Avenue and 172nd Street. In addition, Robinson will design new water main on 173rd Street and Oak Park Avenue, and new water main, sanitary sewer and storm sewer on the 67th Court extension. It is assumed that CBBEL's street lighting design for 172nd Street,

67th Court and 67th Avenue will be incorporated into Robinson's water main and roadway plans. All other street lighting design will be included in the Harmony Square Plaza plans.

SCOPE OF SERVICES

CBBEL proposes the following scope of services for the projects.

<u>Task 1 – Preliminary Design</u>: CBBEL will create preliminary/30% plans which will incorporate the various site features outlined in the Lakota master plan. It is assumed that upon commencing this task, no major changes will be made to the Lakota site 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 synthetic 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.

<u>Task 1.1 – Preliminary Utility Evaluation and Site Plan</u>: 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 current 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 water main locations.
- Proposed Stormwater BMP's.

<u>Task 1.2 – Volume Control</u>: 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.

<u>Task 2 – Electrical and Lighting Design and Coordination</u>: 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.

<u>Task 2.1 – Water Feature Power/Water/Sewer Services</u>: 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 skating 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. CBBEL will perform photometric calculations for the site and submit to the Village for review. After the photometrics and pole locations have been approved by the Village, CBBEL will perform the detailed lighting design including rink light pole foundation 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.

<u>Task 2.3 – Street Lighting Design</u>: This work relates to design of street lighting along:

- 172nd St. (Oak Park Ave. to 67th Ave.)
- 173rd St. (Oak Park Ave. to 67th Ct.)
- North St. (Oak Park Ave. to 67th Ave.)
- 67th Ct. (172nd St. to North St.)
- 67th Ave. (172nd 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 CBBEL. 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.

<u>Task 2.4 – Vendor Tent Power Electrical Design</u>: 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 the building. CBBEL will create vendor power electrical plan drawings as well as detail drawings of all equipment.

<u>Task 2.5 – Site Sound Design</u>: CBBEL with create a site plan showing pole mounted speakers and power wiring provided by others and provide detail drawings of equipment.

<u>Task 2.6 – Site Security</u>: CBBEL will work with a CCTV vendor to design the 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 include design for an emergency call box with power supply and communication as required. CBBEL will prepare plans and specifications for inclusion in the overall site design contract documents.

<u>Task 2.7 – Metra Lot Electrical Enclosure:</u> CBBEL will consolidate the existing electrical control panels in the Metra lot for the existing parking lot lighting and Holiday Market. The new electrical panels and utility transformer(s)/pedestals will be located within a walled enclosure, so they are hidden from the public view. The existing Oak Park Ave. lighting controller will be removed and replaced with a new larger enclosure powered from the Metra lot panels.

<u>Task 2.8 - Site Lightning Detection Design:</u> 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.

Task 3 - 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 North Street from Oak Park Ave. to 67th Ave., 173rd St. from Oak Park Ave. to 67th Ct., 172nd St. from 67th Court to 67th Ave., 67th Ct. from 173rd St. to 172nd St. and 67th Ave. from 172nd St. to North St.. CBBEL 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 the proposed natural gas service to the Harmony Square Plaza/support buildings and the new Teehan's Development. It is assumed that the load calculations required for the natural gas services will be provided by others. This task only includes coordination of the main gas services to the site/building meters and excludes any natural gas distribution piping/appurtenance design to service specific facilities on site (heaters, fireplaces, etc.). It is assumed that gas distribution facilities for the site will be designed by the Architect's mechanical consultant. West Point Development will be responsible for coordinating ComEd electric Service distribution service, Gas service and Communications Services on their development 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 (locations approved by Village), 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 the dry utility design will be completed as a single project. If needed, a supplemental proposal can be provided to separate this into two projects to meet the different schedules of the private residential developments and the Harmony Square Plaza.

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.

<u>Task 3.1 – Data Collection and Dry Utility Meetings:</u> CBBEL will coordinate joint meetings with the utility companies. These meetings will be a combination of field meetings as well as office meetings with all 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.

Task 3.2 – 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.

<u>Task 3.3 – Summary of Quantities and Cost Estimate:</u> 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.**

<u>Task 4 – Design Development</u>: CBBEL will create pre-final and final engineering plans which will incorporate the various site features outlined in the Lakota master plan and comments received from the Village and other consultants on the preliminary plans. 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 aspects of the project are assembled.

<u>Task 4.1 – Pre-Final Engineering</u>: 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, permeable pavement/underdrain design, 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.

<u>Task 4.2 – Final Engineering</u>: 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.

CBBEL will provide final electronic drawings and specifications to Lakota for insertion into the overall project plan set.

<u>Task 5 – Permitting</u>: CBBEL will prepare and submit permit applications for an Illinois Environmental Protection Agency (IEPA) National Pollutant Discharge Elimination System (NPDES) Permit and a Metropolitan Water Reclamation District (MWRD) Watershed Management Ordinance (WMO) Permit. These permits will be prepared exclusively for the Harmony Square Plaza site including the work on 173rd Street and the 67th Court Extension. It is assumed that all other permits required for the roadway, water main, sewer and development construction outside of the Plaza will be obtained by others.

Task 5.1 – IEPA NPDES 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.

<u>Task 5.2 – Watershed Management Ordinance (WMO) Permit Submittal</u>: 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.

<u>Task 6 – Bidding Assistance/RFI Response:</u> It is assumed that all bidding including bid advertisement, bid evaluation, award recommendation, and contract administration will be handled by RC Wegman. CBBEL will provide assistance during bidding to field bidder questions and requests for clarification. Based on these questions and requests, CBBEL will prepare formal responses to be issued as addenda. Addenda will be compiled and issued to bidders by RC Wegman.

<u>Task 7 – Project Coordination, Management and Meetings</u>: This task will include project coordination, administration and management necessary to oversee and direct all CBBEL disciplines and coordinate with the project team throughout the design process.

In addition, CBBEL will provide consultation including attendance at group meetings or conference calls with the subconsultants, municipal staff, and governmental agencies 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 as needed. Fifteen meetings are included in this task. Additional meetings will be billed on a time and material basis.

SCOPE ASSUMPTIONS/EXCLUSIONS

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

Engineering Services

- It is assumed that existing nearby utilities will be extended to serve the site and that no mechanicals (pump station or lift station) are required for underground utility extensions and connections, including stormwater management.
- Design of any structures such as bridges, retaining walls or underground stormwater detention is not included.
- Preparation of plats, 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 (other than light pole 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 synthetic 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, seat walls, trash receptacles, etc.), gateway elements, pergola details, and hardscape details and layout.
- Design of natural gas distribution infrastructure (other than the main services to the Harmony Square Plaza/support buildings and the new Teehan's developement) and load calculations required for buildings, site heating, fireplaces, etc. is not included.
- Design of a fiber optic network within the project limits is not included.
- Coordination/design of new utility services for the proposed buildings on Oak Park Avenue is not included.
- 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. 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.
- Construction observation and construction Request for Information (RFI) response 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	\$	18,224
Task 1.2 – Volume Control	\$	4,080
Task 2 –Electrical and Lighting Design and Coordination		
Task 2.1 – Water Feature Power/Water/Sewer Services	\$	12,100
Task 2.2 – Plaza Site and Landscaping Lighting Design	\$	32,700
Task 2.3 – Street Lighting Design	\$	31,100
Task 2.4 – Vendor Tent Power Electrical Design	\$	20,600
Task 2.5 – Site Sound Design	\$	8,800
Task 2.6 – Site Security	\$	10,300
Task 2.7 – Metra Lot Electrical Enclosure	\$	14,200
Task 2.8 – Site Lightning Detection Design	\$	4,800
Task 3 – Dry Utility Design and Coordination		
Task 3.1 – Data Collection and Dry Utility Meetings	\$	19,320
Task 3.2 – Construction Plans and Bidding Documents	\$	77,280
Task 3.3 – Summary of Quantities and Cost Estimate	\$	6,440
Task 4 – Design Development		
Task 4.1 – Pre-Final Engineering	\$	58,566
Task 4.2 – Final Engineering	\$	14,126
Task 5 – Permitting		
Task 5.1 – IEPA NPDES Permitting	\$	4,760
Task 5.2 – Watershed Management Permit (WMP) Submittal	\$	13,600
Task 6 – Bidding Assistance/RFI Response	\$	9,216
Task 7 – Project Coordination, Management and Meetings	\$	39,680
Direct Costs	\$	4,000
Not-to-Exceed Total	\$ -	403,892

We will bill you at the hourly rates specified in the attached Schedule of Charges and establish our contract in accordance with the Agreement for Professional Services between the Village of Tinley Park and CBBEL that is already on file. We will not exceed the fee without written permission of the client.

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,
MM
Michael E. Kerr, PE President
Encl. Tinley Park Schedule of Charges
THIS PROPOSAL AND SCHEDULE OF CHARGES ACCEPTED FOR VILLAGE OF TINLEY PARK:
BY:
TITLE:
DATE:

AJS N:\PROPOSALS\ADMIN\2023\Tinley Park Harmony Square\Final Design Proposal - July 2023\Tinley Park Harmony Square Design Development.072623.docx

CHRISTOPHER B. BURKE ENGINEERING, LTD. STANDARD CHARGES FOR PROFESSIONAL SERVICES APRIL,2020

	Charges*
Personnel	(\$/Hr)
Principal	275
Engineer VI	251
Engineer V	208
Engineer IV	170
Engineer III	152
Engineer I/II	121
Survey V	229
Survey IV	196
Survey III	172
Survey II	126
Survey I	100
Engineering Technician V	198
Engineering Technician IV	161
Engineering Technician III	146
Engineering Technician I/II	68
CAD Manager	177
Assistant CAD Manager	153
CAD II	135
GIS Specialist III	148
GIS Specialist I/II	94
Landscape Architect	170
Landscape Designer I/II	94
Environmental Resource Specialist V	216
Environmental Resource Specialist IV	170
Environmental Resource Specialist III	139
Environmental Resource Specialist I/II	94
Environmental Resource Technician	114
Administrative	104
Engineering Intern	63
Information Technician III	130
Information Technician I/II	116
Direct Costs	

Direct Costs

Outside Copies, Blueprints, Messenger, Delivery Services, Mileage Cost + 12%

^{*}Charges include overhead and profit

EXHIBIT B

Fee Schedule
Attached to Proposal

EXHIBIT C

Required Insurance

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

1.	Workers' Compensation:						
2.	Emplo	yer's Liability – Each Accident:	\$ 1,000,000				
3.	Genera						
	a.	Each Occurrence (Bodily Injury and Property Damage)	\$ 1,000,000				
	b.	General Aggregate:	\$ 2,000,000				
4.	Excess	or Umbrella Liability					
	a.	Each Occurrence:	\$ 3,000,000				
	b.	General Aggregate:	\$ 3,000,000				
5.	Autom	obile LiabilityCombined Single Limit					
6.	(Bodil	y Injury and Property Damage): Each Accident	\$ 1,000,000				
7.	Profess	sional Liability –					
	a.	Each Claim Made	\$ 2,000,000				
	b.	Annual Aggregate	\$ 2,000,000				

EXHIBIT D

Insurance Certificates



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/11/2022

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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).

tilis certificate does no	t comer rights to the certificate holds	i ili neu oi suci	ii eliuulselli	iciit(3).			
PRODUCER			CONTACT NAME:	Gail Pope			
Donne Insurance Group, Inc		PHONE (A/C, No, Ext)	HONE (708) 429-3100 FAX (A/C, No): (708) 429-31				
7777 W. 159th Street			E-MAIL ADDRESS:	E-MAIL ADDRESS: Gail.Pope@DonneInsurance.com			
Suite B				INSURER(S) AFFORDING COVERAGE			NAIC#
Tinley Park	IL	60477	INSURER A:	The Phoenix Ins Co			25623
INSURED			INSURER B :	The Travelers Ind Co			25658
Christopher	B. Burke Engineering Ltd.		INSURER C :	Travelers Prop Cas Ins Co Amer			25674
9575 W. Hig	gins Road		INSURER D :	Travelers Casualty & Surety			19038
Suite 600			INSURER E :				
Rosemont	11	60018	INSURER F :				
COVERACES	CERTIFICATE MUMBER.	2022-2023		DEVICION NUM	DED.		

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	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s
	CLAIMS-MADE OCCUR Blanket Contractual Liability						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000 \$ 1,000,000 \$ 5,000
A		Y		6803H482979	10/15/2022	10/15/2023	PERSONAL & ADV INJURY	\$ 1,000,000 \$ 2,000,000
	POLICY PRO- POLICY LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000 \$ 2,000,000
В	OTHER: AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY AUTOS ONLY HIRED NON-OWNED	Υ		BA0R320572	10/15/2022	10/15/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE	\$ 1,000,000 \$ \$
	AUTOS ONLY AUTOS ONLY UMBRELLA LIAB OCCUR						(Per accident) EACH OCCURRENCE	\$ \$ 10,000,000
С	EXCESS LIAB CLAIMS-MADE DED RETENTION \$ 10,000	Y		CUP2C769665	10/15/2022	10/15/2023	AGGREGATE	\$ 10,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EYECLITIVE	N/A		UB7J091851	10/15/2022	10/15/2023	PER OTH- E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000 \$ 1,000,000
	DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

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

Project: Harmony Square Downtown Plaza Development - Additional Insured: Village of Tinley Park and its officers, officials, Village President and Board of Trustees, agents, employees, volunteers, representatives, assigns, successors, transferees, licensees, invitees, and attorneys - General liability policy includes blanket additional insured status, primary and non-contributory coverage and waiver of subrogation, in any written contract or agreement requiring insurance. Workers compensation policy includes waiver of subrogation. Automobile liability policy includes blanket additional insured status and waiver of subrogation, in any written contract or agreement requiring insurance. 30 day notice of cancellation. Umbrella follows form.

CERTIFICATE HOLDER		CANCELLATION				
Village of Tinley Park Village Manager 16250 South Oak Park Avenue		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.				
10200 COULT CUIVI UNIVIONAC		AUTHORIZED REPRESENTATIVE				
Tinley Park	IL 60477	William Y. Donne				



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/19/2022

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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					CONTACT Willis Towers Watson Certificate Center					
Willis Towers Watson Midwest, Inc.					PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378					
c/o 26 Century Blvd					I E-MAII					
P.O. Box 305191 Nashville, TN 372305191 USA					ADDRESS: Certificates@willis.com					
Nashville, in 3/2303131 ODA							DING COVERAGE		NAIC#	
				INSURE	RA: Lexing	ton Insuran	ce Company		19437	
<pre>INSURED Christopher B. Burke Engineering, Ltd.</pre>				INSURE	RB:					
9575 W. Higgins Road				INSURE	RC:					
Suite 600				INSUREI	RD:					
Rosemont, IL 60018				INSUREI						
				INSUREI						
COVERAGES CER	TIEIC	ATE NUMP	ER: W24789549	INSURE	XF:		REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES	***************************************			VE DEE!	I ISSUED TO	************		THE DOL	ICY BEBIOD	
INDICATED. NOTWITHSTANDING ANY RICERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	EQUIR PERT	EMENT, TERN AIN, THE INS	I OR CONDITION URANCE AFFORD	OF ANY	CONTRACT THE POLICIES	OR OTHER I S DESCRIBEI	DOCUMENT WITH RESP	ECT TO \	WHICH THIS	
INSR LTR TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	DELIVIO	POLICY EFF (MM/DD/YYYY)		LIM	ITS		
COMMERCIAL GENERAL LIABILITY	INSD	WVD	POLICY NUMBER		(MM/DD/YYYY)	(MM/DD/YYYY)				
							DAMAGE TO RENTED	\$		
CLAIMS-MADE OCCUR							PREMISES (Ea occurrence)	\$		
							MED EXP (Any one person)	\$		
							PERSONAL & ADV INJURY	\$		
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$		
POLICY PRO- JECT LOC							PRODUCTS - COMP/OP AGG	\$		
OTHER:								\$		
AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT	\$		
ANY AUTO							(Ea accident) BODILY INJURY (Per person)	\$		
OWNED SCHEDULED							BODILY INJURY (Per acciden			
AUTOS ONLY AUTOS NON-OWNED							PROPERTY DAMAGE			
AUTOS ONLY AUTOS ONLY							(Per accident)	\$		
								\$		
UMBRELLA LIAB OCCUR							EACH OCCURRENCE	\$		
EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$		
DED RETENTION \$								\$		
WORKERS COMPENSATION							PER OTH- STATUTE ER			
AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE							E.L. EACH ACCIDENT	\$		
OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A									
If yes, describe under							E.L. DISEASE - EA EMPLOYE			
DÉSCRIPTION OF OPERATIONS below					22/21/2222	22/21/2222	E.L. DISEASE - POLICY LIMIT			
A PROFESSIONAL LIABILITY			031565474		06/01/2022	06/01/2023		\$2,000		
							AGGREGATE	\$4,000	,000	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)										
CERTIFICATE HOLDER				CANC	ELLATION					
SHOULD ANY OF THE ABOVE THE EXPIRATION DATE ACCORDANCE WITH THE PO						N DATE THE	EREOF, NOTICE WILL			
				AUTHOR	RIZED REPRESE	NTATIVE	***************************************			
Village of Tinley Park						1				
16250 South Oak Park Avenue				Dr. Quelow						
Tinley Park, IL 60477					-010		ORD CORPORATION	All wint	ate recented	

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-085, "A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND CHRISTOPHER B. BURKE ENGINEERING, LTD. FOR HARMONY SQUARE INFRASTRUCTURE IMPROVEMENTS – DESIGN DEVELOPMENT & CONSTRUCTION DOCUMENTS PHASE," which was adopted by the President and Board of Trustees of the Village of Tinley Park on August 2nd, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 2nd day of August, 2023.

Vanagno'Corror VILLAGE CLERK