THE VILLAGE OF TINLEY PARK

Cook County, Illinois Will County, Illinois

RESOLUTION NO. 2024-R-009

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND CULLEN CONSTRUCTION MANAGEMENT FOR HARMONY SQUARE INFRASTRUCTURE IMPROVEMENTS – PROFESSIONAL SERVICES AGREEMENT FOR OWNERS REPRESENTATIVE – CULLEN CONSTRUCTION MANAGEMENT

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

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

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

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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 an Agreement with Cullen Construction Management, 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**.

<u>Section 3</u>: 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.

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

ADOPTED this 6th day of February, 2024, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

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

NAYS: None

ABSENT: None

APPROVED this 6th day of February, 2024, by the President of the Village of Tinley Park.

Village President

EXHIBIT 1

AGREEMENT WITH CULLEN CONSTRUCTION MANAGEMENT FOR HARMONY SQUARE INFRASTRUCTURE IMPROVEMENTS – PROFESSIONAL SERVICES AGREEMENT FOR OWNERS REPRESENTATIVE – CULLEN CONSTRUCTION MANAGEMENT

AGREEEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into this 25th day of January, 2024 ("Effective Date"), between the Village of Tinley Park, Illinois "(Village"), located at 16250 South Oak Park Avenue, Tinley Park, IL 60477, and Cullen Construction Management. ("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:

Shay Cullen Cullen Construction Management 566 W. Adams Street, Suite 440 Chicago, IL 60661

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 Cullen Construction Management. have executed this agreement.

VILLAGE OF TINLEY PARK

Village President

CULLEN CONSTRUCTION MANAGEMENT

By:

TITLE: Manager

DATE: February 6, 2024

DATE: _ 1/25/2024

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.

CULLEN CONSTRUCTION MANAGEMENT

Name of Consultant (please print)

Submitted by (signature)

Manager 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.

CULLEN CONSTRUCTION MANAGEMENT

Name of Consultant (please print)

Submitted by (signature)

Manager

Title

Certificate of Compliance with Illinois Drug-Free Workplace Act

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

CULLEN CONSTRUCTION MANAGEMENT

Name of Consultant (please print)

Submitted by (signature)

Manager Title

Certificate Regarding Sexual Harassment Policy

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

CULLEN CONSTRUCTION MANAGEMENT

Name of Consultant (please print)

Submitted by (signature)

Manager Title



Jan 25, 2024

Attn: Mayor Michael Glotz Village of Tinley Park 16250 Oak Park Avenue Tinley Park, IL 60477

Re: Owner Representation Services for: Harmony Square

Dear Mayor Glotz,

Thank you for considering Cullen Construction Management as your partner for **Harmony Square** project in Tinley Park, IL. We look forward to this opportunity.

Partnering with Cullen CM means a commitment to our client and a collaboration amongst all stakeholders. We are driven by our passion to fill the gaps between owners and designers, owners and contractors, and owners and the community. Our team of architects, engineers, and general contractors value add is the significant amount of time they have spent working in the field executing projects. We are nimble enough to provide critical services on an as needed basis, but our significant experience on projects of varying size and complexity in multiple market sectors enables us to tackle any challenge that is proposed.

We look forward to continuing our partnership with the Tinley Park team. Please find the PSA, and our scope of services attached. Please feel free to call me at 312-296-2772 with questions.

Sincerely,

Shaylyn Cullen



EXHIBIT A SCOPE OF SERVICES

Cullen Construction Management will provide Owner Representation and Construction Monitoring Consulting Services and act as an extension of the Village of Tinley Park managing the day-to-day activities of the project, interacting with the architect, their consultants, and other subcontractors as well as the general contractor. Our focus will be on communication, accountability, schedule, and budget management.

PROJECT APPROACH

Harmony Square

- Owners Representative role with complete oversight of construction and all consultants. Inclusive of, but not limited to the following.
 - o Change management process oversight
 - Pay Application reviews
 - Financial and monthly reporting
 - Schedule review and coordination
 - o Review and coordination of future GMP agreement and addendums
 - Attendance to all OAC meetings (weekly)
 - Peer review and coordination of drawings beyond 100% CD's (bulletins, ASK's, etc.). Review of documents prior to and including the 100% CD's is covered under a separate agreement.
 - Routine site visits.
 - o Oversight and coordination of closeout documents and procedures.
 - o Coordination of owner furnished items (FFE, ice rink).
 - o Coordination of independent consultants (i.e. site security camera design)
 - o Coordination with other user groups (i.e. Public Safety and IT).

Public Improvements

- Owners Construction Monitoring role associated with the public improvements as being designed by Robinson Engineering along 67th Court, 172nd Street and 67th Avenue.
 - o Assist in oversight of the construction manager and engineers of record.
 - o Assist in the biding and contract process
 - Cost tracking and change order reviews
 - o Review and coordination of multiple project schedules
 - Drawing reviews
 - Team meetings and site walks
 - Pay Application reviews



DIVERSE BUSINESS ADVANTAGE

Cullen Construction Management is a certified Women Business Enterprise (WBE) and Disadvantaged Business Enterprise (DBE) company.

COMMUNICATION

Our project management philosophy centers on collaboration and accountability. For us to be effective in these areas, we must first be clear communicators within our own internal team as well with key stakeholders. We have years of experience managing complex construction and renovation. We anticipate reporting directly with our Owner contact at a minimum of weekly and more often as needed.

TOOLS

Cullen Construction Management's project communication, tools and systems are an extension of our philosophy on project management: We use our communication and tools to support a collaborative management style, one that emphasizes accountability of all team members as well as reinforcing the sense of urgency. Our management style ultimately keeps owners out in front of project changes and challenges, allowing them to make informed decisions, and mitigate risk.

SUSTAINABILITY

Cullen Construction Management embraces sustainable development and green building practices to improve the ecological and health impact of the built environment. We communicate our expertise and evolving practice in energy-efficient design and work collaboratively with clients to ensure project and sustainable goals are met.



"Working with the Cullen CM team has provided us the bandwidth to expand our development portfolio goals. They bring a very high level of expertise to the field and instantly earn the trust of the development team. They have made us better at what we do."

- Robb Bader, Bader Development Group



EXHIBIT B FEE SCHEDULE

Phase 2: Construction

\$21,500/month

Notes:

- 1. Typical Reimbursable expenses are not included in the above monthly retainer amounts (travel, plan copies / printing, postage / messenger services, etc.)
- Hourly rates increase 5% annually on July 1
 Invoicing: 6% interest, compounded monthly for any invoices outstanding beyond 60 days.

EXHIBIT C

Required Insurance

All Parties shall procure and maintain insurance as set forth below. All Parties shall cause Owner to be listed as an additional insured on any applicable liability insurance policies carried by the Party.

Coverage Type	Limits .
Commercial General Liability (CGL) or GL	\$1 million per occurrence
	\$2 million aggregate (the aggregate is the most the insurer will pay regardless of how many claims the contractor/vendor has).
Excess and/or Umbrella	\$3 million for businesses and contractors
Workers' Compensation	Statutory limits required under the Illinois Workers' Compensation Act
Employer's Liability	\$1 million per occurrence \$1 million each accident – policy limit \$1 million each disease – policy limit \$1 million disease – each employee The Certificate of Insurance may show the limits similar to the above.
Auto Liability	\$1 million per occurrence Combined Single Limit or \$1 million bodily injury per occurrence \$1 million property damage Coverage should be primary.
Builder's Risk (required for contractors only)	Equal to 100% of the completed value of the work the contractor is performing.
Professional Liability (Errors and Omissions or E&O) (required for all Engineers, Architects and subcontractors acting as the engineer of record for any scope of work)	\$2 million per occurrence \$2 million annual aggregate

EXHIBIT D

Insurance Certificate



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/25/2024

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).

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PRODUCER	CONTACT NAME:	Denise L Golota				
DSP Insurance Services, Inc. 1900 E Golf Rd Ste 650	PHONE (A/C, No, Ext):	(847) 934-6100	FAX (A/C, No): (847)	934-6186		
Schaumburg IL 60173	E-MAIL ADDRESS: dgolota@dspins.com					
	INSURER(S) AFFORDING COVERAGE			NAIC#		
	INSURER A : Ta	ransportation Insurance Com	pany	20494		
INSURED Cullen Development Group LLC	INSURERB: National Fire Insurance Company			20478		
dba Cullen Construction Management 566 W Adams St, Suite 440	INSURER C : Co	35289				
	INSURER D :					
Chicago IL 60661	INSURER E:					
	INSURER F:					
OOVERAGED		D=1/401011111				

COVERAGES DG CERTIFICATE NUMBER: Cert ID 39776 (12) 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			ADDL SU		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s		
A	x	COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE	\$	1,000,000	
		CLAIMS-MADE X OCCUR		7039833190	07/23/2023	07/23/2024	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	100,000	
							MED EXP (Any one person)	\$	15,000	
							PERSONAL & ADV INJURY	\$	1,000,000	
	GEN	I'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$	2,000,000	
		POLICY X PRO- JECT LOC					PRODUCTS - COMP/OP AGG	\$	2,000,000	
		OTHER:						\$		
	AUT	OMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000	
С	Х	ANY AUTO		7039833187	07/23/2023	07/23/2024	BODILY INJURY (Per person)	\$		
		OWNED SCHEDULED AUTOS ONLY AUTOS					BODILY INJURY (Per accident)	\$		
	х	HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$		
								\$		
С	х	UMBRELLA LIAB X OCCUR		7039833223	07/23/2023	07/23/2023	23/2023 07/23/2024	EACH OCCURRENCE	\$	5,000,000
	x	EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$	5,000,000	
		DED X RETENTION\$ 10,000						\$		
В		KERS COMPENSATION EMPLOYERS' LIABILITY		7039833206	07/23/2023	07/23/2024	X PER OTH- STATUTE ER			
AN	ANY	PROPRIETOR/PARTNER/EXECUTIVE	N/A				E.L. EACH ACCIDENT	\$	1,000,000	
	(Mandatory in NH)	11/1				E.L. DISEASE - EA EMPLOYEE	\$	1,000,000		
		s, describe under CRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$	1,000,000	
								•		
								a a		
								\$		

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

Additional insured with respects to General Liability when required by written contract: Village of Tinley Park and its officers, officials, Village President and Board of Trustees, agents, employees, volunteers, representatives, assigns, successors, and attorneys

CERTIFICATE HOLDER	CANCELLATION				
Village of Tinley Park	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.				
16250 S. Oak Park Ave.	AUTHORIZED REPRESENTATIVE				
Tinley Park IL 60506					

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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. 2024-R-009, "A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND CULLEN CONSTRUCTION MANAGEMENT FOR HARMONY SQUARE INFRASTRUCTURE IMPROVEMENTS – PROFESSIONAL SERVICES AGREEMENT FOR OWNERS REPRESENTATIVE – CULLEN CONSTRUCTION MANAGEMENT," which was adopted by the President and Board of Trustees of the Village of Tinley Park on February 6, 2024.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 6th day of February, 2024.

VILLAGE CLERK