

NOTICE OF A SPECIAL MEETING OF THE COMMITTEE OF THE WHOLE

A special meeting of the Committee of the Whole is scheduled for
Tuesday, September 1, 2020 beginning at 6:45 p.m.

A copy of the agenda for this meeting is attached hereto and can
be found at www.tinleypark.org.

NOTICE - MEETING MODIFICATION DUE TO COVID-19

Pursuant to Governor Pritzker's Executive Order 2020-07, Executive Order 2020-10, Executive Order 2020-18, Executive Order 2020-32, Executive Order 2020-33, Executive Order 2020-39, and Executive Order 2020-44, which collectively suspends the Illinois Open Meetings Act requirements regarding in-person attendance by members of a public body during the duration of the Gubernatorial Disaster Proclamation, issued on June 26, 2020, the members of the Committee of the Whole may be participating in the meeting through teleconference.

A livestream of the electronic meeting will be broadcasted at Village Hall. Pursuant to Governor's Executive Order No. 2020-43 and CDC guidelines, no more than 50 people or 50% of the maximum capacity will be allowed in the Council Chambers at any one time, so long as attendees comply with social distancing guidelines. Anyone in excess of maximum limit will be asked to wait in another room with live feed to the meeting until the agenda item for which the person or persons would like to speak on is being discussed or until the open floor for public comments.

Public comments or requests to speak may also be emailed in advance of the meeting to clerksoffice@tinleypark.org or placed in the Drop Box at the Village Hall by noon on Tuesday, September 1, 2020.

Kristin A. Thirion
Clerk
Village of Tinley Park

MEETING NOTICE
VILLAGE OF TINLEY PARK
SPECIAL MEETING OF THE COMMITTEE OF THE WHOLE

NOTICE IS HEREBY GIVEN that a Special Committee of the Whole Meeting of the Village of Tinley Park, Cook and Will Counties, Illinois will be held on Tuesday, September 1, 2020, beginning at 6:45 p.m. in Council Chambers, located in the Tinley Park Village Hall, 16250 South Oak Park Avenue, Tinley Park, Illinois 60477.

The agenda is as follows:

1. CALL MEETING TO ORDER.
2. CONSIDER APPROVAL OF THE MINUTES OF THE SPECIAL COMMITTEE OF THE WHOLE MEETING HELD ON AUGUST 18, 2020.
3. DISCUSS BRIXMOR INCENTIVE AGREEMENT.
4. DISCUSS PROCESS FOR AWARDING OF A BUSINESS LICENSE FOR ADULT USE CANNABIS FACILITIES.
5. DISCUSS DEMOLITION REQUEST FOR 7050 171ST STREET.
6. DISCUSS AMENDING TITLE III CHAPTER 31 SECTION 29 (31.029) OF THE TINLEY PARK MUNICIPAL CODE ENTITLED "VILLAGE CLERK AS VILLAGE COLLECTOR."
7. DISCUSS LOBBYIST CONTRACT.
8. DISCUSS SOCIAL MEDIA POLICY.
9. DISCUSS VILLAGE RESOURCES AND COMMUNICATION CHANNELS.
10. DISCUSS LED STREETLIGHTING REPLACEMENT PROJECT:
 - a. LED STREETLIGHTING 159TH ST. REPLACEMENT PROJECT
 - b. LED STREETLIGHTING REPLACEMENT - PHASE 4, 4A & 4B PROJECT
11. RECEIVE COMMENTS FROM THE PUBLIC.

ADJOURNMENT

KRISTIN A. THIRION
VILLAGE CLERK

MINUTES
Special Meeting of the Committee of the Whole
August 18, 2020 – 6:45 p.m.
Village Hall of Tinley Park – Council Chambers
16250 S. Oak Park Avenue
Tinley Park, IL 60477

President Pro Tem Glotz called the special meeting of the Committee of the Whole on August 18, 2020, to order at 7:02 p.m.

At this time, President Pro Tem Glotz stated this meeting was conducted remotely via electronic participation consistent with Governor Pritzker’s Executive Orders suspending certain requirements of the Open Meetings Act provisions relating to in-person attendance by members of a public body due to the COVID-19 pandemic. President Pro-Tem Glotz introduced ground rules for effective and clear conduct of Village business. Elected officials confirmed they were able to hear one another.

Clerk Thirion called the roll. Present and responding to roll call were the following:

Members Present: M. Glotz, Village President Pro Tem
K. Thirion, Village Clerk
C. Berg, Village Trustee (Participated Electronically)
W. Brady, Village Trustee
W. Brennan, Village Trustee
D. Galante, Village Trustee
M. Mueller, Village Trustee

Members Absent: J. Vandenberg, Village President

Staff Present: D. Niemeyer, Village Manager
P. Carr, Assistant Village Manager
L. Godette, Deputy Clerk
B. Bettenhausen, Village Treasurer
A. Brown, Assistant Village Treasurer
H. Lipman, Management Analyst
D. Framke, Marketing Director
J. Urbanski, Interim Public Works Director
P. Connelly, Village Attorney
K. Clarke, Community Development Director

Others Present:

Item #2 - CONSIDER APPROVAL OF THE MINUTES OF THE SPECIAL COMMITTEE OF THE WHOLE MEETING HELD ON AUGUST 4, 2020 – Motion was made by President Pro Tem Glotz, seconded by Trustee Galante, to approve the minutes of the Special Committee of the Whole meeting held on August 4, 2020. Vote by roll call. Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. President Pro Tem Glotz declared the motion carried.

Item #3 – DISCUSS THE FOLLOWING LIQUOR LICENSES: a. CLASS E LIQUOR LICENSE FOR FRY THE COOP LOCATED AT 16703 HARLEM AVENUE; AND b. CLASS AV LIQUOR LICENSE FOR BURRITO JALISCO LOCATED AT 7547 159th STREET – Hannah Lipman,

Management Analyst presented the liquor license requests. The petitioner, Joe Fontana (Founder and Owner of Fry the Coop) has approached the Liquor Commissioner seeking a Class E Liquor License for his restaurant that will be opening soon. Fry the Coop features Nashville Hot Chicken and has seen much success in its five (5) other locations which include Oak Lawn, Elmhurst, Prospect Heights, Chicago's Loop, and Chicago's West Town. The establishment has been featured on WGN's Chicago Best, ABC's Hungry Hound, WGN's Lunch Break, ABC's Windy City Live, FOX's Good Day Chicago, USA Today, Chicago Sun-Times and Chicago Tribune. As a restaurant, Fry the Coop values their role in the community and works hard to build valuable relationships with its people and other businesses.

Trustee Brennan is looking forward to the opening. Trustees Mueller, Glotz, and Galante concurred.

Motion was made by Trustee Brady, seconded by Trustee Brennan, to recommend the Class E Liquor License for Fry the Coop located at 16703 Harlem Avenue, be forwarded to the Village Board for approval. Vote by roll call. Ayes: Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Abstain: Berg. Absent: None. President Pro Tem Glotz declared the motion carried.

The petitioner, Burrito Jalisco, has approached the Liquor Commissioner seeking a Class AV Liquor License to add video gaming. The establishment currently has a Class A Liquor License which allows for the sale of alcoholic liquor. Burrito Jalisco has been in Tinley Park for over 18 years, but with the challenges restaurants have faced, would like to add video gaming as an additional revenue source. A sketch of where the terminals will be located was presented. The petitioner is proposing a seven (7) foot separation wall to align with the requirements of the Board. The petitioner has already sought approval from the Illinois Gaming Board, and would only need local approval to move forward.

Trustee Mueller asked if the bar was full time and if the restaurant provided servers. The petitioner responded the bar is not full time and the restaurant is sit-down style with servers provided.

Trustee Glotz stated he was pleased the petitioner provided for the 7-foot wall prior to the meeting.

Motion was made by Trustee Brady, seconded by Trustee Brennan, to recommend the Class AV Liquor License for Burrito Jalisco located at 7547 159th Street, be forwarded to the Village Board for approval. Vote by roll call. Ayes: Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Abstain: Berg. Absent: None. President Pro Tem Glotz declared the motion carried.

Item #4 – DISCUSS OAK PARK AVENUE FAÇADE GRANT FOR J.W. HOLLSTEIN'S SALOON, 17358 OAK PARK AVENUE – Kimberly Clarke, Community Development Director, presented the façade grant. Robert Barker (Applicant) and sole business owner of J.W. Hollstein's Saloon is an entrepreneur who has operated Hollstein's located at 17358 S. Oak Park Avenue since 2012. The site itself has been operating as a bar and restaurant in Tinley Park for 140 years. The applicant has submitted a façade grant application to replace the existing deteriorating wood fence surrounding the rear outdoor patio with a new cedar fence.

The intent of the Façade Improvement Grant Program is to assist owners and tenants of existing buildings in upgrading their building facades by improving their overall appearance. Under the Façade Grant, replacement of decorative elements including outdoor dining elements are eligible expenses. The program provides a matching grant of 50% or a maximum of \$35,000 per tax-paying business. One site can use up to \$70,000 in matching grants every three years.

The applicant submitted two proposals for each grant requested. Proposal amounts are as follows:

Façade Grant

Scope of Work	J.P. Custom Carpentry, Inc.	The Fence Guys
Replace fence	\$21,800	\$6,790

The applicant is requesting a \$10,900 Façade Grant to replace the fence surrounding the outdoor patio at 17358 S. Oak Park Avenue (PIN: 28-30-313-007-0000). He has chosen to work with J.P. Custom carpentry, Inc. as they have done extensive work at the existing location including the construction of the patio bar. The quote for J.P. Custom Carpentry includes cedar wood which is three times the cost of treated wood according to the applicant and hence more expensive than The Fence Guys' quote. The Fence Guys' quote does not include the painting of the fence.

The Economic Commercial Commission (ECC) reviewed the application at the August 10, 2020 meeting and unanimously voted to recommend the approval of a matching Façade Grant in the amount of \$10,900 to Robert Barker for replacement of the outdoor patio fence at 17358 S. Oak Park Avenue.

Trustee Mueller stated the petitioner was at the ECC meeting to answer questions.

Motion was made by Trustee Mueller, seconded by Trustee Brennan, to recommend Oak Park Avenue Façade Grant for J.W. Hollstein's Saloon, 17358 Oak Park Avenue, be forwarded to the Village Board for approval. Vote by roll call. Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. President Pro Tem Glotz declared the motion carried.

Item #5 – DISCUSS CONTRACT RENEWAL WITH GOVTEMPSUSA, LLC FOR PLANNING

MANAGER – Ms. Clarke presented the GovTempsUSA contract. The Village has a contract with GovTempsUSA to fill the Planning Manager role in the Community Development department. This contract will expire on September 4th, 2020. A renewal of this contract with updated terms to reflect the new hours, being 24 hours per week. The total base compensation paid is \$77.49 per hour with \$55.35 being paid to the contract employee.

Paula Wallrich has been a valuable resource to the Community Development Department. The goal in the near future will be to hire another full-time planner however this year's budget did not provide the necessary resources.

Motion was made by Trustee Mueller, seconded by Trustee Brady, to recommend contract renewal with GovTempsUSA, LLC for Planning Manager, be forwarded to the Village Board for approval. Vote by roll call. Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. President Pro Tem Glotz declared the motion carried.

Item #6 – DISCUSS POTENTIALLY COMBINING COMMUNITY RESOURCES COMMISSION AND MARKETING COMMISSION

– Donna Framke, Marketing Director, presented the proposal. The Village currently has two commissions that work closely with the marketing department. The Community Resources Commission was created in 1974. The commission's purpose statement is to "educate the citizenry of the present available community services, to provide information about and promote local agencies, social services and emergency services, and to sanction and implement these services as needs are identified with in the community, and as directed by the Board of Trustees. This Commission shall be active in the planning and implementation of activities and events which educate, inform and promote community involvement, as well as those which promote the mental, physical and social health of the community, as deemed to fall under the Community Resources Commission by the Village Board and the Commission itself". Recent projects include TV studio coordination/support, Youth in Government program, Scholarship program, Discover Tinley business expo, and Santa's arrival. The eight existing members of this commission, who have been serving

together for several years, have been advocating for bringing in new commissioners so they are able to share their knowledge and pass the baton.

The Marketing and Branding Commission's purpose statement is "to encourage, assist, inform and make recommendations to the Village Board and staff on matters pertaining to the marketing of Tinley Park to its current and prospective residents, businesses and tourists/visitors. In addition, it is the policy of this village to assist in increasing the local tax base and improving the quality of life in Tinley Park by supporting and expanding the village's music brand through the arts, culture and events held within the Village of Tinley Park". This commission was created in 2017 and currently has 11 members, several of which were active in the creation and development of the Life Amplified brand. Recent projects include advancing the Life Amplified brand, providing input on Harmony Square and the Village's wayfinding program, and supporting Downtown Tinley events and the Benches on the Avenue program.

Goal E of the Village's strategic plan is to Improve Community Engagement and Tourism. Strategies to accomplish this include:

1. Expand community engagement efforts.
2. Grow existing customer service platforms to address resident and stakeholder needs.
3. Expand Village tourism infrastructure.
4. Recruit entertainment and tourism-related businesses.
5. Connect Village green spaces and gathering areas to enhance walkability and pedestrian access.
6. Engage the Tinley Park business community to support tourism and branding initiatives.
7. Develop Harmony Square as a regional destination and "third place" for residents and visitors

The proposed restructuring would combine both commissions into a Village of Tinley Park Marketing Commission with the purpose of supporting the Village's current goals and objectives. The commission would have three subcommittees that would:

1. Support Tinley Park activities and events. This would include
 - Providing input on and support for Tinley Park events
 - Develop a structured community-wide volunteer program that would support large events in the Plaza and the impending Harmony Square
 - Develop a Junior volunteer corps to provide opportunities for Tinley Park youth to get involved in their community
2. Support the Village's tourism initiatives and advance the Life Amplified brand by
 - Identifying opportunities to engage Tinley Park's existing businesses and organizations in support of the brand
 - Recommending strategies for building brand awareness, and
 - Identifying opportunities to promote the brand
3. Support the Village's community involvement and engagement strategies by
 - Overseeing the Tinley Park TV studio and continuing the structure whereby students with aptitude and interest in video production are given opportunities to learn camerawork and video editing and producing the Discover Tinley show and the Chamber Spotlight show
 - Provide ideas for engaging the community through social media and other outreach activities, and
 - Coordinating details related to and awarding the Reta Brudd scholarship program supporting Tinley Park students that have taken an active role in providing service to the community.

Trustee Brennan feels combining the commission's is a good idea. Trustee Mueller concurs.

Motion was made by Trustee Berg, seconded by Trustee Glotz, to recommend combining the Community Resources Commission and the Marketing Commission, be forwarded to the Village Board for approval. Vote by roll call. Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. President Pro Tem Glotz declared the motion carried.

Item #7 – RECEIVE UPDATE ON THE FISCAL YEAR 2021 BUDGET – Andrew Brown, Assistant Village Treasurer, presented the update. The first impacts of the Coronavirus pandemic and the Stay at Home Order are reflected in April, primarily in the locally operated Commuter Parking Lot Fund where not only were permit and daily parking fees waived, but the use of the lots was virtually non-existent. With the imposition of the Stay at Home Order, there was a significant reduction in the reporting of Video Gaming revenues for March (reported in April).

In May, the impacts of the suspension of the economy in response to the pandemic through reduced State income tax distributions, zero video gaming, and reduced motor fuel taxes were seen. While insignificant in overall amount, our Cannabis Use Tax distribution was also half of the preceding month and attributable to the economic shutdown.

The current month report (June), includes the first impacts on the Village's retail community because of the Stay at Home Order ("The Shutdown") that went into effect mid-March.

Reporting that reflects a short recap of the monthly and cumulative impacts to key revenues and operating funds of the Village was presented. As of the end of June, these key items are down slightly less than \$1.8 million since March 2020.

Year over year revenues that have been impacted negatively are down about \$3.6 million. This is less than the initial projection of \$14 million. However, the Finance Department's recommendation is to not reconsider expenditures at this time.

Use tax is the sales tax collected on out-of-state purchases shipped to Illinois (internet sales) and merchandise used by retailers where sales tax had not previously been paid. There was an increase to the Use Tax distribution.

Trustee Berg asked how much revenues are down. Mr. Brown explained year over year revenue is down \$3.6 million, however, Use Tax is up approximately \$133,000, and the Motor Transportation Renewal Fund is up approximately \$121,000. In total, revenues are down approximately \$3.1 million overall, through the month of August.

Trustee Mueller asked about the Cannabis Tax received. Mr. Brown and Brad Bettenhausen, Village Treasurer, explained the Cannabis Tax received is revenue from the State that is distributed to all communities on a per capita basis, regardless of their position on adult cannabis use. It is earmarked for drug enforcement type activities.

Item #8 – DISCUSS INTERGOVERNMENTAL AGREEMENT (IGA) WITH COOK COUNTY FOR CORONAVIRUS AID AND ECONOMIC SECURITY (CARES) ACT FUNDING –Mr. Brown presented the CARES IGA. On March 27th, 2020 the federal government passed the Coronavirus Aid, Relief, and Economic Security Act or "CARES Act" to provide fast and direct economic assistance for American workers, families, and small businesses to preserve jobs for American industries. The CARES Act provided over \$2 trillion in economic relief to protect Americans from public health and economic impacts.

As part of the Act, Congress earmarked \$150 billion to assist state, local, and tribal governments. The Village of Tinley Park is ineligible for direct distribution of CARES Act funds because the Village population is below the 500,000-person threshold. The Village is eligible to receive funds through the State of Illinois and Cook and/or Will County.

The Village of Tinley Park was notified that the County of Cook has received about \$429 million from the US Treasury in CARES Act funding and will designate \$51 million to support municipalities under the 500,000-population threshold. The County of Cook determined allocations to each municipality through an equitable lens, with factors that included, but not limited to; immediate needs of the municipality to respond to the pandemic, municipal population, municipal median income, and municipal public health statistics. Each municipality must apply for this funding allocation and such allocation will be contingent on eligible cost reimbursement.

Through the allocation process, the Village of Tinley Park has been awarded up to \$383,275.56 for reimbursement of eligible COVID 19 costs. The attached IGA is required by Cook County of all municipalities which intend to seek the use of their allocation amount. The Village is also required to submit a letter of intent and application to accompany the IGA.

Trustee Brennan asked Mr. Brown to explain how the amount awarded was calculated. The initial amount was approximately \$5.90 per person, per community. The Village amount was reduced by 13% based on US Census population returns reflecting Tinley Park's Will County population. The amount was further reduced based on the number of COVID deaths as well as the use of the equitable lens.

Mr. Brown added, the Village received an award from Will County totaling approximately \$306,000.

Motion was made by Trustee Galante, seconded by Trustee Mueller, to recommend Intergovernmental Agreement (IGA) with Cook County for Coronavirus Aid and Economic Security (CARES) Act Funding, be forwarded to the Village Board for approval. Vote by roll call. Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. President Pro Tem Glotz declared the motion carried.

Item #9 – DISCUSS WATER ASSESSMENT PROGRAM CONTRACT RENEWAL – John Urbanski, Interim Public Works Director, presented the contract renewal. The Village sought a qualified contractor to conduct a water assessment of our water system which includes the following services:

Fire Hydrant Maintenance: operate and inspect a portion of our hydrants in our water system for problems.

- Inspections are performed on 1,150, roughly one-third, of the Village's hydrants.

Fire Hydrant Flow Testing: check pressure and volume of water flowing from hydrant.

- Full flow operation on one-fifth, approximately 700 hydrants, to ensure the water main capacity is in accordance with ISO, NFPA, and AWWA requirements.

Water System Leak Survey: detecting non-visible leaks in our water system.

- Use instrumentation on water valves, hydrants, and water services to listen for leaks. If leaks are found, use leak correlation machine to pinpoint leaks. Approximately 130 miles of water main is surveyed each year for leaks.

Valve Exercising: operate and inspect a portion of valves in our water system for problems.

- Locate, operate, and inspect 1,025 or one-third of the Village's water valves each year.

Request for Qualifications (RFQ) were received in FY2019 with the contract awarded to M.E. Simpson. The contract was written to be renewable for four years. FY2021 will be the second contract renewal.

Funding in the amount of \$149,300 is available in the approved FY2021 Budget.

Motion was made by Trustee Brennan, seconded by Trustee Brady, to recommend Water Assessment Program Contract renewal, be forwarded to the Village Board for approval. Vote by roll call. Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. President Pro Tem Glotz declared the motion carried.

Item #10 – DISCUSS ILLINOIS ENVIRONMENTAL PROTECTION AGENCY (IEPA) MS4 (MUNICIPAL SEPARATE STORM SEWER SYSTEM) PERMIT – GENERAL STORM WATER

– Mr. Urbanski presented the Illinois Environmental Protection Agency (IEPA) MS4 Program Update. The current reporting period for the Village’s General Storm Water Permit for Small Municipal Separate Storm Sewer Systems (MS4) began in March 2019 and extends to March 2021. The Village began the MS4 Program in April 2017 and the current IEPA ILR40 General Permit is set to expire on February 28, 2021, at which time the IEPA will update the required objectives of the permit.

The Village Stormwater Management Program has implemented most of the tasks outlined in the current IEPA National Pollutant Discharge Elimination System (NPDES) Permit Program which is designed to reduce the discharge of pollutants from our storm sewer system to the maximum extent possible to our rivers and streams.

The Village’s Best Management Practices (BMP’s) are requirements set and required to be followed by all new developments and re-development of existing sites. This program requires the Village to outline its BMP control measures, measure, and report them annually. These tasks include the following:

- Public Education and Outreach:
 - The Village website provides information/links to articles related to water quality.
- Public Participation and Involvement:
 - Annual Spring Clean-Up Day
- Illicit Discharge Detection and Elimination:
 - Annual storm Water Management Facility Inspections
- Construction and Post-Construction Site Runoff Control:
 - Enforcement of the Village’s Erosion and Sediment Control Ordinance
- Pollution Prevention and Good Housekeeping:
 - Staff Training
 - Inspection and Maintenance Program

Item #11 – DISCUSS RED-LIGHT CAMERA PROGRAM – Pat Carr, Assistant Village Manager, presented the Red-Light Camera Program update. In February 2020 discussions began regarding the possible termination of the program. Discussions with the Village attorney’s regarding contract ramifications continued over the next several months. The current contract expires in December 2020.

Trustee Glotz feels a letter should be sent indicating termination at the contract end. Trustees Brennan and Mueller concur. Pat Connelly, Village Attorney, stated this can be done, and due to the short amount of time left on the contract, allowing the contract to run out may be the best option.

Trustee Glotz asked the attorney, Public Works and Commander Tencza to work together to see about keeping the electricity for future uses.

Trustee Berg agrees the red-light cameras should be removed, but questioned how to replace the lost revenue. Trustee Galante concurs.

Trustee Brady asked how much revenue the program creates. Mr. Carr responded approximately \$600,000. Mr. Bettenhausen added this revenue helps fund the Pavement Management Program. Trustee Galante asked if the Push Tax discussed in the past could replace this revenue. Mr. Niemeyer responded that the item could be added to a future agenda, however, there may be upcoming State legislation that would nullify this action.

Item #12 – RECEIVE COMMENTS FROM THE PUBLIC –

President Pro Tem Glotz asked if anyone from the public wished to comment. No one came forward.

President Pro Tem Glotz asked if there were any written comments or requests to speak telephonically from members of the public. Laura Godette, Deputy Village Clerk, stated there were none.

Motion was made by President Pro Tem Glotz, seconded by Trustee Muller, to adjourn the Committee of the Whole. Vote by roll call. Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. President Pro Tem Glotz declared the meeting adjourned at 7:51 p.m.

dm



Finance Department Memorandum

To: Village Board

From: Brad Bettenhausen, Treasurer

Date: 24 August 2020

Re: Tinley Park Plaza redevelopment incentive request – Brixmor IA Tinley Park Plaza LLC

Accompanying this memo, for your consideration, is Resolution 2020-R-085 containing the Redevelopment Agreement between Brixmor IA Tinley Park Plaza, LLC (Brixmor) and the Village related to proposed renovations to the Tinley Park Plaza shopping center on the east side of Harlem Avenue south of 159th Street (15903-16205 Harlem). The small retail center immediately at the southeast corner of 159th and Harlem (15901 Harlem) is not part of this shopping center.

Proposed Incentive

Brixmor has proposed renovations and upgrades to the Tinley Park Plaza shopping center at an estimated total cost of \$21.9 million. The project is further detailed later in this memo. “But for” the Village’s assistance toward the project, the renovations would not be able to move forward and current tenant interest in locating in the center would be lost and the shopping center would be adversely impacted.

The Village has offered financial assistance in an amount not to exceed \$9.9 million, or 50% of the actual project costs, whichever is lower. This assistance will be funded by a combination of TIF incremental revenues generated by the shopping center properties alone, and incremental municipal sales taxes (1%) generated by all the businesses located in the shopping center over a ten (10) year period. A maximum of \$8.1 million of TIF eligible costs are to be paid from the TIF increment generated, with the remainder (\$1.8 million) to be paid from incremental sales taxes. The portion of the incentive to be funded between the TIF eligible costs and sales tax can fluctuate based on actual expenses, but in addition to the overall \$9.9 million cap on the financial assistance noted earlier, the amount that can be provided from the incremental municipal sales tax component cannot exceed \$2.5 million.

Under long established fiscal policies regarding incentives, the Village does not look to share sales taxes it may be already receiving. In business expansion and redevelopment agreements such as this, we have always looked to share a portion of the increased (incremental) taxes that are expected to result. Following these principles, incremental sales taxes are computed in reference to a base using the 1% municipal sales taxes generated collectively by the shopping center retailers during calendar 2019. If a retailer currently located elsewhere in Tinley Park relocates to the Tinley Park Plaza during the term of the agreement, the sales taxes they generated over a preceding twelve (12) month period will be added to the base. However, in

the incentive year where a Tinley business has first relocated, the amount attributable to the base will be pro-rated based on how many months of that incentive year the business was operating in the Tinley Park Plaza (this compares their sales taxes after locating in the center with a comparable base for the “short” period of less than one year).

As with most of the Village’s incentive agreements, the burden is heavily on the developers to achieve the maximum amount of the incentive. If the property or sales tax increments do not materialize at the levels anticipated to fulfill the total support offered, it directly affects the amount of assistance that will be provided over the ten-year period of the agreement. Conversely, if the project is successful in attracting new retail to the center, as is anticipated, it is also possible for the agreement to be fulfilled in less than the ten years provided under the agreement.

Encapsulated History of the Tinley Park Plaza Shopping Center

The Tinley Park Plaza shopping center (15903-16205 Harlem Avenue) began development in approximately 1974, and was expanded circa 1984-1988 which added Walt’s Food Store and Builders Square as primary anchors. Façade and other site improvements to the center were undertaken in 1992. Although there have been several mergers, acquisitions, and related name changes, the shopping center has been beneficially owned by the Brixmor Property Group (specifically Brixmor IA Tinley Park Plaza LLC) since 1995. The south end of the plaza was renovated circa 2003-2006 with a primary focus on redeveloping space which had been previously occupied by Builders Square (~1988-1999) which anchored the south end of the center following the termination of the lease by Kmart Corporation. This renovation resulted in the addition of a new free-standing outlot building set closer to Harlem Avenue (16205 Harlem) as well as newly designed tenant spaces (currently The Tile Shop through Dollar Tree). In 2015-2016, an additional free-standing building was constructed at the north end of the center (15903-15915 Harlem), generally mirroring the building at the opposite end of the center. A portion of the in-line retail spaces was demolished and reconfigured as additional parking. The currently proposed renovations are expected to revitalize the shopping center for years to come.

Current Shopping Center status

There is currently approximately 251,500 square feet in this retail center including the two free-standing outlot buildings. Of this, approximately 230,000 square feet lies in the in-line center along the eastern side of the property. Placing the storefronts in a continuous row set back away from the road, with the field of parking in front, was the typical configuration for shopping centers at the time this plaza was developed. Within the main in-line building, approximately 83,000 square feet (over 36%) is currently vacant. Some of this vacancy has resulted from companies who have ceased operations or have relocated. In the process, the plaza has lost some of its prior anchor tenants. The owners are aware of certain existing leases that are not expected to be renewed which would add to the vacancies. Brixmor has found success in leasing the newer renovated spaces, but finds that the older spaces are becoming increasingly difficult to fill, particularly in light of the changing needs and demands of “brick and mortar” retailers. The vacancies offer additional challenges in their marketing efforts.

Proposed Improvements

Brixmor representatives contacted the Village approximately a year ago with an ambitious phased renovation plan intended to update and breathe new life into the shopping center. They were envisioning creating a potential dining and entertainment destination, and was seeking

Village financial assistance to move the plan forward. Their initial assistance request had sought a significant sharing of sales taxes generated by the shopping center, which has been a common tool used by the Village (and other municipalities) to support new development and redevelopment alike with a goal toward increased sales tax revenues, employment opportunities, and reducing the government's reliance on property taxes. However, the amount of the request, and the proposed structure of the sharing request far exceeded the Village's established fiscal policies that have been developed and adopted by the Board over the past four decades. When the Village's policies were applied to the request, the amount of potential support that could be provided was far less than their request and need.

In the subsequent months, the Village has explored and approved the creation of the 159th and Harlem TIF (Tax Increment Financing) District. The new TIF is expected to add options for providing financial assistance within the boundaries of this commercial TIF which includes significant retail spaces at the crossroads of the two heavily traveled highways that are referenced in the naming of the TIF. In the planning process for the TIF, the Village has also identified several public improvements that can enhance esthetics and accessibility to these commercial areas by pedestrians and vehicles alike, as well as replacement of aging infrastructure which serve this commercial corridor.

While the COVID-19 pandemic significantly altered the owner's earlier vision of creating a dining and entertainment destination, they have been successful in getting two retailers under contract that intend to occupy approximately 63,500 square feet of retail space. Both retailers have established stringent requirements for the delivery of the renovated space and Brixmor has been working diligently to be able to meet those deadlines. The initial phase of the project entails demolition of approximately 87,000 square feet of the in-line center and construction of new retail spaces to accommodate the retailers under contract, as well as others yet to be determined.

The center's long-time grocery store tenant will be vacating its 39,000 square foot space before the end of 2021 by their own choosing. The next phase of renovations include redevelopment of that vacated space and adjacent building area, to create new tenant spaces. The remaining phase of the redevelopment will include improvements to the north end of the in-line center. The planned project will bifurcate the current in-line center into two separate buildings. This will provide improved and more efficient access to the rear of the center for loading docks and service entrances essential for deliveries to the tenants. The tenants currently under contract to occupy the renovated space, along with the enhanced retail spaces to be created, are expected to create a synergy that should aid in drawing other retailers to establish locations in the center, reducing the vacancy levels and increasing customer traffic which would be expected to provide long term benefits to the retailers, Brixmor, and the Village.

If recommended for approval, this Resolution would be placed for first reading on the 1 September agenda with final approval on 15 September. Should you have any questions regarding this agreement or the planned renovations, please do not hesitate to contact.



Interoffice Memo

Date: September 1, 2020

To: Village Board

From: Dave Niemeyer, Village Manager
Kimberly Clarke, Community Development Director
Hannah Lipman, Management Analyst

Subject: Adult Use Cannabis – Business License Selection Discussion

In August 2020, the Village Board approved an Ordinance Amending the Tinley Park Zoning Ordinance for the Purpose of Regulating Adult-Use Cannabis Business Establishments (2020-O-038). Per this Ordinance, there is only one (1) adult-use cannabis license available, it will be permitted as a Special Use in B-2 & B-3 Zoning Districts, it will be permitted only along Harlem Avenue, LaGrange Road, and/or 159th Street, and it will only be permitted in a standalone building. Ordinance 2020-O-040 was also passed, establishing a business license for an Adult-Use Cannabis Facility.

The Village has been in contact with several individuals/companies who are interested in opening a dispensary in town. As there is only one (1) license available, staff has begun to consider what the process for awarding the license may consist of, but would like the Board's input before moving forward.

One approach is to utilize a lottery system. Minimum criteria would be developed to determine eligibility to participate, and an appeals process would also need to be created as well.

Another approach could be more of a merit-based system. Staff could share minimum criteria and request business license applications be turned in with a business plan, which displays that businesses ability to meet the criteria.

General criteria to be considered may include:

- Proven experience (other locations);
- Security plan;
- Whether or not a license has already been obtained from the State (or if in the process of obtaining a license);
- Local presence (Chicagoland area); and
- Past convictions, outstanding fees to any public agency, etc.

Staff is seeking direction on the Board's preferred approach, and if there is any additional application criteria worth considering.



Interoffice Memo

Date: September 01, 2020

To: Committee of the Whole
Dave Niemeyer, Village Manager

From: Kimberly Clarke, AICP, Director of Community Development

Subject: Demolition 7050 171st Street

BACKGROUND

The property located at 7050 171st Street has continued to deteriorate for the past 3 years under the ownership of Sisk Holdings 3 LLC. Tenants have not occupied any portion of the building while under their ownership. The Building Department has continuously worked with the owners to make this a viable property. Contractor and engineering disputes along with other reasons have caused forward progress to halt. Several citations have been written for the violations starting in April of 2018. As of today, those code enforcement fines exceed \$13,000.



DISCUSSION

Per Village Ordinance 101.9, The Village sent a notice to Sisk Holdings 3 LLC that unless steps are taken to repair the building within 15 days, the Village may seek a court order to demolish the buildings. The owners have not appeared in court.

Based on the definitions of an *abandoned* and *dangerous building* as outlined in our Village Ordinance, the building is a nuisance. The owner has not placed the building in a safe state, is unable to do so, and it is currently unable to be occupied. The building is an "attractive nuisance" and is having a negative effect on the community.

RECOMMENDATION

Staff is looking for a recommendation to bring this to the President and Board of Trustees to authorize the Village Attorney to apply to the Circuit Court of Cook County for an order authorizing the demolition or repair of a dangerous or abandoned building or structure.

Attachments:

1. Photos August 21 ,2020









Interoffice Memo

Date: August 28, 2020

To: Village Board

From: Kristin Thirion, Village Clerk

Subject: Amendment to Clerk/Collector Office

In the early days of Tinley Park, the small size of the community necessitated a degree of overlap in the duties of the Clerk's office. In addition to being the Keeper of the Records, the Village Clerk also served as Village Collector. Title III, Chapter 31, Section 29 of the Village Municipal Code describes this role and calls for additional funds to augment the Clerk's salary for the oversight of financial functions such as the collection of licensing, vehicle sticker, and parking fees. Ordinance 84-0-070 specifically provided for this compensation when it passed on December 18th, 1984.

In the Staffing Level Study conducted in June of 2017 by the Matrix Consulting Group, it was recommended that the "Village transfer financial functions performed by the Village Clerk to the Treasurer's Office (page 31)."

In addition to ending weekend service and eliminating a Commission Secretary position, the Clerk's Office subsequently effected a complete transferal of all staff conducting financial functions to the Treasurer's Office last year.

It is my understanding that the salaries of elected officials cannot be changed while in office. I am, therefore, recommending that the Village draft an ordinance to take effect on May 1st, 2021 that would eliminate the Clerk/Collector office from the Code of Ordinances and eliminate the additional pay received by the Clerk for Collector's duties.



Interoffice Memo

Date: August 28, 2020
To: Committee of the Whole
From: David Niemeyer, Village Manager
Subject: Village Lobbyist

We need to renew the annual retainer agreement (attached) with the Village Lobbyist the Rory Group. Tom Manion and Lucy Anderson have been working with the Village since June 1, 2019 on State issues including the Tinley Park Mental Health Center and County issues including helping us get \$600,000 in grants to help reconstruct County roads.

The fees would remain the same, which is \$3000 per month.

At the September 15, 2020 Village Board meeting we will be asking the Board to renew this contract for a year retroactive to June 2020 through June 2021.

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION

NO. 2020-R-087

**A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE VILLAGE OF TINLEY PARK AND RORY GROUP, LLC**

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

**CYNTHIA A. BERG
WILLIAM P. BRADY
WILLIAM A. BRENNAN
DIANE M. GALANTE
MICHAEL W. GLOTZ
MICHAEL G. MUELLER
Board of Trustees**

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park
Peterson, Johnson, & Murray Chicago, LLC, Village Attorneys
200 W. Adams, Suite 2125 Chicago, IL 60606

VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION NO. 2020-R-087

**A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE VILLAGE OF TINLEY PARK AND RORY GROUP, LLC**

WHEREAS, Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois provides that any municipality which has a population of more than 25,000 is a home rule unit, and the Village of Tinley Park, Cook and Will Counties, Illinois, with a population in excess of 25,000 is, therefore, a home rule unit and, pursuant to the provisions of said Section 6(a) of Article VII, may exercise any power and perform any function pertaining to its government and affairs, including, but not limited to, the power to tax and to incur debt; and

WHEREAS, the Village of Tinley Park (“Village”) and Rory Group, LLC (“Rory Group”) have negotiated a Professional Services Agreement (“Agreement”) in which Rory Group will consult and advise the Village on legislative matters related to public works, transportation, infrastructure, water resources, housing, and grant programs among other various topics; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interest of said Village of Tinley Park and its residents to enter into this Agreement with Rory Group; and

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS, STATE AS FOLLOWS:

SECTION 1: The foregoing recitals shall be and are hereby incorporated as findings of fact as if said recitals were fully set forth herein.

SECTION 2: That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interest of the Village and its residents that the aforesaid Agreement between the Village and Rory Group, as set forth in Exhibit 1, be entered into and the Village President is hereby authorized to execute and memorialize said Agreement, subject to review and revision as to form by the Village Attorney.

SECTION 3: That the Petitioner, upon receipt of any monies from the Village shall provide a complete and total accounting of all costs, payments, and invoices to the Village.

SECTION 4: Any policy, resolution, or ordinance of the Village that conflicts with the provisions of this Resolution shall be and is hereby repealed to the extent of such conflict.

SECTION 5: That the Village Clerk is hereby ordered and directed to publish this Resolution in pamphlet form, and this Resolution shall be in full force and effect from and after its passage, approval, and publication as required by law.

PASSED THIS 15th day of September, 2020.

AYES:

NAYS:

ABSENT:

APPROVED THIS 15th day of September, 2020.

VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2020-R-087, “A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND RORY GROUP, LLC,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on September 15, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 15th day of September, 2020.

KRISTIN A. THIRION, VILLAGE CLERK

EXHIBIT 1

A RESOLUTION AUTHORIZING A PROFESSIONAL
SERVICES AGREEMENT BETWEEN THE VILLAGE OF
TINLEY PARK AND RORY GROUP, LLC.

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT ("Agreement") is made and entered into by and between Rory Group, LLC, an Illinois limited liability company (the "Consultant") and the Village of Tinley Park ("VOTP") as of the 15th day of September 2020.

WHEREAS, "VOTP" wishes to obtain the benefits of Consultant's experience and know-how in connection with the operation of "VOTP"'s business; and

WHEREAS, " VOT P" wishes to engage Consultant to render consulting and advisory services as well as introductions and referrals of new sources of business to "VOTP " on the terms and conditions set forth in this Agreement; and

WHEREAS, Consultant wishes to accept such engagement upon the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises made by each party in this Agreement and other good and valuable consideration , the receipt and sufficiency of which is hereby acknowledged, "VOTP" and Consultant agree as follows:

1) Consulting Services.

- a) "VOTP" hereby engages Consultant as a consultant to "VOTP", and Consultant hereby agrees to accept such engagement, upon the terms and conditions set forth in this Agreement. During the Term (as hereinafter defined) of this Agreement, Consultant shall: (1) advise and assist "VOTP" on ways to improve its operations; (2) Monitor and lobby the appropriate government officials at the State and County levels; (3) Provide the Village of Tinley Park current reports of major legislation that would affect the Village; (4) Formulate a strategy to help the Village of Tinley Park advance legislation at the State and County levels and in the private business community; (5) Coordinate and execute the strategy and provide advice on governmental and private business matters; (6) the Consultant will pursue Capitol opportunities on behalf of "VOTP" within a new Capitol Bill or a re-authorization of existing Capitol; (7) coordinate with "VOTP" to advance local and regional agenda. (8) perform such other additional services as may be assigned to Consultant from time to time by "VOTP" including, but not limited to, lobbying activities and expansion of governmental relations. (9) provide quarterly reports on activities.
- b) In performance of its duties under this Agreement, the Consultant shall report and be responsible only to the "VOTP" and/or designated representative, who shall be responsible for monitoring Consultant's work under this Agreement.
- c) In the performance of its duties under this Agreement, Consultant agrees that it will not:
 - i) negotiate or enter into any oral or written contract, agreement, or arrangement on behalf of, or in the name of "VOTP", or otherwise bind "VOTP", in any manner whatsoever;

- ii) engage in any conduct, or cause "VOTP" to engage in any conduct, which would result in "VOTP"'s breach or violation of any agreement, law, ordinance, or regulation;
 - iii) sign any checks on behalf of or authorize any payments by "VOTP" in any manner whatsoever.
 - d) "VOTP" acknowledges and agrees that so long as such work does not conflict with this Agreement, Consultant is free to perform work on behalf of entities other than "VOTP" (provided such work does not directly or indirectly compete with the project Company is engaged in) but shall devote sufficient time to performance of its duties under this Agreement as shall be reasonably necessary for it to effectively perform those duties and protect the interests of " VOTP".
- 2) **Term.** The term of Consultant's retention and engagement under this Agreement shall begin on June 5, 20120 and shall end on June 4, 2021.
- 3) **Compensation.** In consideration of all services to be performed by Consultant under this Agreement, "VOTP" agrees to pay Consultant a total fee ("Fee") of Thirty-Six Dollars (\$36,000) over a period of one year. The Fee shall be paid on a monthly basis as follows: Three Thousand Dollars (\$3,000) by the 5th day of each month. Notwithstanding the foregoing, at any time during the Term of this Agreement, Company, at its sole discretion and without prior notice to Consultant, may elect to pay the Fee in one (1) payment.
- 4) **Payment of Taxes.** Consultant shall be responsible for payment of all taxes arising from Consultant's engagement under this Agreement, including federal and state income taxes and any Social Security (FICA) and/or self-employment taxes. "VOTP" will not pay any unemployment compensation or workers' compensation taxes or premiums on behalf of Consultant, or any other taxes of any nature whatsoever.
- 5) **Expenses.** Without the prior written consent of "VOTP", Consultant shall be responsible for all out-of-pocket expenses that the Consultant incurs in performance of its duties under this Agreement. "VOTP" reserves the right to review all expenses incurred by the Consultant on "VOTP"'s behalf. If "VOTP" elects to review the expenses incurred by Consultant, Consultant shall provide "VOTP" with a detailed expense report within ten (10) days after request by "VOTP" for the same.
- 6) **Termination of Agreement.** This agreement may be terminated by "VOTP" at any time for its convenience. In such event, Consultant should be entitled to receive all compensation due to it under this agreement.

"VOTP" may terminate this agreement for cause, if, in "VOTP"'s reasonable judgement, Consultant: (1) is unwilling or unable to perform its duties or obligations pursuant to this Agreement, (2) Commits any dishonest, fraudulent or grossly negligent act in its capacity as a Consultant to "VOTP" or engages in any other conduct that casts "VOTP" in a bad light by association, (3) in bad faith acts in a manner materially inconsistent with the best interests of "VOTP", or, (4) otherwise breaches this Agreement, (any of the above acts or omissions

herein after referred to as "Breach"), and does not cure such Breach to "VOTP"'s reasonable satisfaction within ten (10) days of receipt of written notices thereof from "VOTP". In the event this Agreement is terminated for cause, Consultant should not be entitled to any further compensation.

- 7) **Independent Contractor.** It is understood that while this Agreement is in effect, Consultant is an independent contractor and not an employee of "VOTP", and that this Agreement is not an employment agreement. Consultant shall not be deemed an employee, agent, partner, or joint venture of "VOTP"; and "VOTP" shall not exercise any control or supervision with respect to Consultant's services, except to the extent that "VOTP" may provide specifications, descriptions, time schedules, and goals for projects and exercise the right to evaluate Consultant's work product provided under this Agreement.
- 8) **Non-Disclosure.** Consultant acknowledges that in the course of the Term of this Agreement, Consultant will have access to confidential information of "VOTP". Accordingly, Consultant agrees that it will not at any time, without the express prior written consent of the President of "VOTP":
 - a) disclose, directly or indirectly, any confidential information to anyone outside the employ of "VOTP", except as may be reasonably necessary or appropriate in connection with the performance of its duties under this Agreement; or
 - b) use, directly or indirectly, any confidential information for the benefit of anyone other than "VOTP".
- 9) **Indemnification.** "VOTP" shall indemnify Consultant from any and all liability, expenses, and costs (including reasonable attorney's fees) resulting, directly or indirectly, from any non-compliance or breach of the terms of this Agreement by "VOTP". Additionally, Consultant shall indemnify "VOTP" from any and all liability, expenses, and costs (including reasonable attorney's fees) resulting, directly or indirectly, from any non-compliance or breach of the terms of this Agreement by Consultant.
- 10) **Notices.** All notices shall be given to the parties at the addresses set forth below, unless otherwise directed in writing. All payments by "VOTP" shall be made to Consultant at Consultant's address set forth below unless otherwise directed in writing.

To Company: The Village of Tinley Park
 ATTN: Mr. Dave Niemeyer, Village Manager
 16250 S. Oak Park
 Tinley Park, IL 60477

To Consultant: Rory Group, LLC
 ATTN: Thomas A. Manion, Jr.
 212 W. Washington St., Unit 1904
 Chicago, IL 60606
 Facsimile: (312) 726-1405

Thomas R. Raines, Attorney at Law, LLC
ATTN: Thomas R. Raines, Esq.
815 W. Van Buren St., Suite 204
Chicago, IL 60607
Facsimile: (312) 226-1164

All notices, requests, consents, and other communications under this Agreement shall be in writing and shall be deemed to have been delivered on the date personally delivered or on the date deposited in the United States Postal Service, postage prepaid, by certified mail, return receipt requested.

11) **Assignability.** Neither party shall assign any of its rights or obligations under this Agreement to any other person or entity without the prior written consent of the non-assigning party. This Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns.

12) **Miscellaneous.**

- a) This Agreement constitutes the entire agreement of Consultant and "VOTP" with respect to the subject matter of this Agreement and supersedes all prior oral or written agreements between the parties in their entirety and may not be modified or amended in any way except in writing by both parties to this Agreement. All covenants, promises, and agreements set forth in the Agreement shall be binding, any apply to and inure to the benefit of the parties hereto, and their respective heirs, executors, administrators, successors, and assigns.
- b) The terms of this Agreement shall be governed and construed according to the laws of the State of Illinois without regard to that state's principles regarding choice of law.
- c) If any part or parts of this Agreement are invalid or unenforceable for any reason, the remaining parts shall nevertheless be valid and enforceable.
- d) Any party's failure to enforce any of the provisions of this Agreement shall not be construed to be a waiver of such provision or of the right of that party to enforce that provision at any time thereafter. No waiver of any breach of this Agreement shall be effective unless it is writing.

(Signature page follows)

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, execute this Consulting Agreement as of the date set forth herein.

CONSULTANT:

COMPANY:

Rory Group, LLC

Village of Tinley Park

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2019-R-044, "A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND RORY GROUP, LLC," which was adopted by the President and Board of Trustees of the Village of Tinley Park on June 4, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 4th day of June, 2019.

KRISTINATHIRION;VILLAGECLERK



Interoffice Memo

Date: August 25, 2020

To: Committee of the Whole

From: Donna Framke, Marketing Director

Subject: Social Media policy review and discussion regarding use of Village Resources and communications channels

The marketing department is the village's central public information center and, as such, develops and monitors content on each of the Village's communications platforms including the Village's website, TV station and YouTube channel, community email newsletter and social media platforms (Facebook, Instagram, Twitter and LinkedIn) to ensure a consistent Village-wide message. These channels are used for Village and department business purposes only and use for communications and postings of third-party advertising or political information is prohibited.

Attached is a draft social media that was drafted by the village attorneys. It has been in practice but has not yet been formally adopted. Staff is requesting committee review and approval of this policy.

VILLAGE OF TINLEY PARK SOCIAL MEDIA POLICY - DRAFT

1. Marketing Department is responsible for acting as the Village's central public information center and will monitor the content on each of the Village's social media platforms to ensure:
 - a. A consistent Village-wide message is being conveyed; and
 - b. Adherence to the Social Media Policy. The Marketing Department also reserves the right to direct any department to modify social media content based on best practices and industry norms.
2. All Village social media accounts are extensions of the Village of Tinley Park website and users seeking additional information should be directed to the website, when possible.
3. The Freedom of Information Act applies to social media content and therefore content must be able to be managed, stored and retrieved to comply with these laws. Social media content developers will keep electronic copies of all messages created for and distributed on social media platforms by the Village of Tinley Park. When deleting comments or posts, staff should save a screen shot of the content being deleted.
4. Social media records are archived in a system that preserves the context of communications, including conversation threads and media, to ensure completeness and availability of relevant information when records are requested.
5. A procedure for approving, prior to posting, shall be established by the Marketing Director. Guidelines shall be issued for all social media content that is posted on the Village's social media accounts, including the designation of one or more sources of content approval. All department social media guidelines and policies must be consistent with this policy.
6. No Village department may establish or use or terminate a social media identity, account, profile, page or site (collectively, social media account(s)) without the approval of the Village Manager.
7. No information or link (hyperlink) to any internet site or other materials or communications may be posted, or approved for posting, on a Village social media outlet that is not directly related (as determined by the Marketing Director) to the mission, services and business objectives of the Village of Tinley Park.
8. Social media accounts established by the Village are to be used for Village and department business purposes only. Use for communications and postings of third-party advertising or political information is prohibited. Third-party advertising will be removed or disabled on official Village social media pages. If this is not possible, a statement should be added to the effect that the Village does not authorize or endorse any advertisement on the site.
9. Only employees approved by the Village Manager or his/her designee are authorized to use and administer official Village of Tinley Park social media sites. No employee may establish any social media account in the name of or on behalf of the Village or Village department. This requirement applies regardless of whether the account is established, accessed or used by means of Village information systems or by means of the employee's or others' information systems, and regardless of whether the account is established, accessed or used from Village or non-Village premises.
10. Employees and officials representing the Village of Tinley Park on social media outlets must conduct themselves at all times as representatives of the Village of Tinley Park and are expected to be attentive and careful in their use of social media. Employees should be aware that their use of social media may be perceived as representing the Village and Village government, and should



tailor their use accordingly. All Village of Tinley Park employees and officials utilizing social media in an official Village of Tinley Park capacity should:

- a. Respect all Village of Tinley Park stakeholders;
 - b. Keep all interactions factual and accurate;
 - c. Publicly correct any information that has been communicated that is later found to be in error;
 - d. Maintain transparency, openness and honesty in all interaction;
 - e. Provide links to credible sources of information to support interactions, when possible;
 - f. Respect the generally-accepted rules of the social media platform while protecting privacy and permissions;
 - g. Post meaningful, respectful comments; no spam and no remarks that are off-topic or offensive;
 - h. Never comment on anything related to legal matters, litigation or any parties with which the Village may be in litigation, without the appropriate approval; and
 - i. Village officials should avoid contemporaneous discussions or debates of public business.
11. Employees must report unauthorized uses of Village social media or Village social media accounts to the head of their department or the Marketing Director.
 12. All profiles and Village social media pages should be clearly identified as official Village of Tinley Park assets, using the Village or Department logo as the identifying image. All social media pages shall have Village of Tinley Park contact information prominently displayed, including physical address, phone numbers, business hours, etc. All profiles and Village social media pages must prominently display links to the Village's official website: www.tinleypark.org.
 13. When negative comments are posted on a social media platform, responsible staff should address the issue offline, either by email, phone or in person.
 14. The below terms of use agreement must be posted on each social media account established and maintained by the Village of Tinley Park, whenever such capability exists. The agreement shall also be posted to www.tinleypark.org for easy access:

TERMS OF USE STATEMENT

Please keep all comments clean and appropriate. Inappropriate comments are subject to deletion by the account administrator. Prior to deleting any comments or posts, the Village will consult with the Village attorney to ensure such deletion does not violate the First Amendment. Users who do not comply with the posting guidelines will be contacted by an administrator and banned from posting any more information to this site. This forum is not monitored at all times. Please do not use this forum to report emergency situations or time-sensitive issues.

Please keep the following guidelines in mind when posting:

- *The Village does not allow graphic, obscene or explicit comments or submissions that, at the Village's sole discretion, are abusive, threatening, hateful, inflammatory, intended to defame anyone or any organization, or suggest or encourage illegal activity.*
- *Content that promotes, fosters or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, marital status, status with regard to public assistance, national origin, physical or mental disability, gender identity or sexual orientation will not be tolerated.*



- *Content posted by persons whose profile picture or avatar, username or e-mail address contains any of the aforementioned prohibited conduct will not be tolerated.*
- *Comments which include personally identifiable information, such as an address, phone number, Social Security number or other sensitive information will be removed.*
- *Conduct in violation of any federal, state or local law will not be tolerated.*
- *Comments not related to the original topic or comments that are obnoxious, random or unintelligible will not be tolerated. Content should be related to the subject matter of the social media site where it is posted.*
- *Content that violates a legal ownership interest, such as copyright, of any party will not be tolerated.*
- *The Village does not allow solicitations or advertisements. This includes promotion or endorsement of any commercial, financial, non-governmental, non-profit or religious agency/organization. The Village reserves the right to, from time to time or on an ongoing basis, allow commercial messages or advertisements at its sole discretion.*
- *This page is used for Village and department business purposes. Comments in support of or in opposition to any political beliefs, campaigns or ballot measures will not be tolerated.*
- *The appearance of external links on this site does not constitute official endorsement on behalf of the Village of Tinley Park.*
- *The Village will not allow attempts to defame or defraud any person or financial, commercial or governmental agency and the Village does not allow information intended to compromise the safety or security of the public or public systems.*
- *No copyrighted material should be posted or linked to the Village's social media site, by the Village, unless such authorization has expressly been given by the proper parties.*
- *All comments are subject to public records law. Visitors to the site should have no expectation of privacy or confidentiality with respect to any content posted to the site, and the Village has no responsibility for maintaining any such privacy or confidentiality.*
- *Opinions expressed by visitors to the site do not reflect an endorsement or opinion on the part of the Village of Tinley Park. The Village of Tinley Park, Illinois does not necessarily agree with content posted by Village of Tinley Park social media users. No comments on any social media outlets constitute a binding representation, agreement or an endorsement on the part of the Village of Tinley Park.*
- *You participate at your own risk, taking personal responsibility for your comments, your username and any information provided.*



Interoffice Memo

Date: August 28, 2020

To: Committee of the Whole

From: David Niemeyer, Village Manager

cc: Pat Carr, Assistant Village Manager
Donna Framke, Marketing Director
Paul O'Grady, Village Attorney
Patrick Connelly, Village Attorney

Subject: Village resources/communication channels

At a recent Marketing Committee Meeting, there was discussion of the use of the Village's communication channels as well as staff to promote certain events. The concern was whether individual trustees should be allowed to do this, and if the rest of the Board should be informed.

As I mentioned at the Marketing Committee meeting, individual trustees have used the Village Exchange Newsletter to promote things well before my tenure began with the Village. When the Village used to put out a regular newsletter, each trustee would get to author an article on issues, plans and projects mostly related to the committee that they served on. Of course, now the Village relies more on social media for communication. We recently used social media to have each trustee do a video about some issue related to COVID-19. In addition, other elected officials have used our channels to promote things like presentations from the assessor.

The issue of whether elected officials want to continue to allow individual elected officials to promote specific events on our communication channels is a policy question for the Board. If the elected officials want to continue to allow it then you should consider asking staff to develop guidelines on the type of events that can be promoted, how it is communicated to other trustees, whether pictures should be included and whether there should be limits on how much one trustee can use the channels to promote a project or event in a year.

As an alternative, I have a new idea that will give each trustee an equal opportunity to talk about Village issues. I have occasionally done articles on our weekly email blast on various topics of interest that also is promoted on our website. I would like to suggest trustees also get equal opportunities to write or ask staff to help them write an article that is related to their committee. For example, Marketing recently prepared an article working with Finance on the status of our budget cuts. As Finance is Trustee Galante's area, she would be the author of this article.

Staff is certainly open to other ideas on promoting elected official communication with the public.



Interoffice Memo

Date: August 27, 2020

To: David Niemeyer, Village Manager
Pat Carr, Assistant Village Manager

From: Terry Lusby, Jr., Facilities & Fleet Superintendent

Subject: LED Street Lighting Replacement - 159th St. Project
(Joint venture with Orland Park)

Presented for September 1, 2020 Committee of the Whole Meeting / September 15, 2020 Village Board Meeting Agenda consideration and possible action:

Description:

Currently Public Works has completed Phase One - Three of the LED Street Lighting Replacement Project in FY 2017 - 2019, which included approximately 1,177 streetlights. The LED Street Lighting Replacement Project will continue to benefit the village in multiple ways.

The benefits include but are not limited to:

- Live notification of outages (Not relying on Village Staff Inspections/Reports).
- Actual energy consumption reports (Not assumed by ComEd).
- Energy savings of approximately \$77 - \$124 per light head (Annually).
- Maintenance savings of approximately \$53 - \$55 per light head (Annually).
- Based on the energy and maintenance savings, our expected return on this investment is expected to have a payback of less than six (6) years.
- Damage / Knock-down instant notification.
- Supplying manufacturer offers 10 year warranty on product.
- Reduction in maintenance requirements allow for staff to redirect toward infrastructure repairs.

Public Works requests consideration to purchase 143 new high efficiency LED light heads to replace existing lights on 159th St. between 86th Ave. and Oak Park Ave. Sufficient funds are available under the approved FY21 Capital Project Budget (\$100,000).

Background:

Purchase consists of all applicable items to replace/retrofit new LED light heads on existing High Pressure Sodium/Metal Halide/Mercury light heads within the specified areas on 159th St. between 86th Ave. and Oak Park Ave.

Budget / Finance:

143/QTY GELD ERI2025B340DGRAYGIL 214W Light Fixture	\$67,210
143/QTY GELD ELWN0A8UBAAXXAD Smart Nodes	\$26,190.45
1/QTY GELD ELWG0CXXGM Gateway Controller	<u>\$4,800</u>
TOTAL	\$98,200.45

Staff Direction Request:

1. Approve purchase order with Lyons View, of Illinois, IL in the amount of \$98,200.45 for the LED Street Lighting 159th St. Replacement Project (Joint venture with Orland Park) materials.
2. Direct staff as necessary.



Date: Aug 10, 2020

Quote: LV20-10357-6

Quote

Page 1/1



5261 W. Harrison Street
Chicago IL 60644
Phone:
Fax:
From: Chris von Kondrat
Quoter Ph: 630-462-0230 x.17
Email: cvonkondrat@thewillgroup.com

Project Village of Tinley Park - 159th St. (US 6) - Phase 4

Location
Quote LV20-10357-6

To:
Village of Tinley Park
16250 S. Oak Park Ave.
Tinley Park IL 60477
Phone: (708) 444-5000

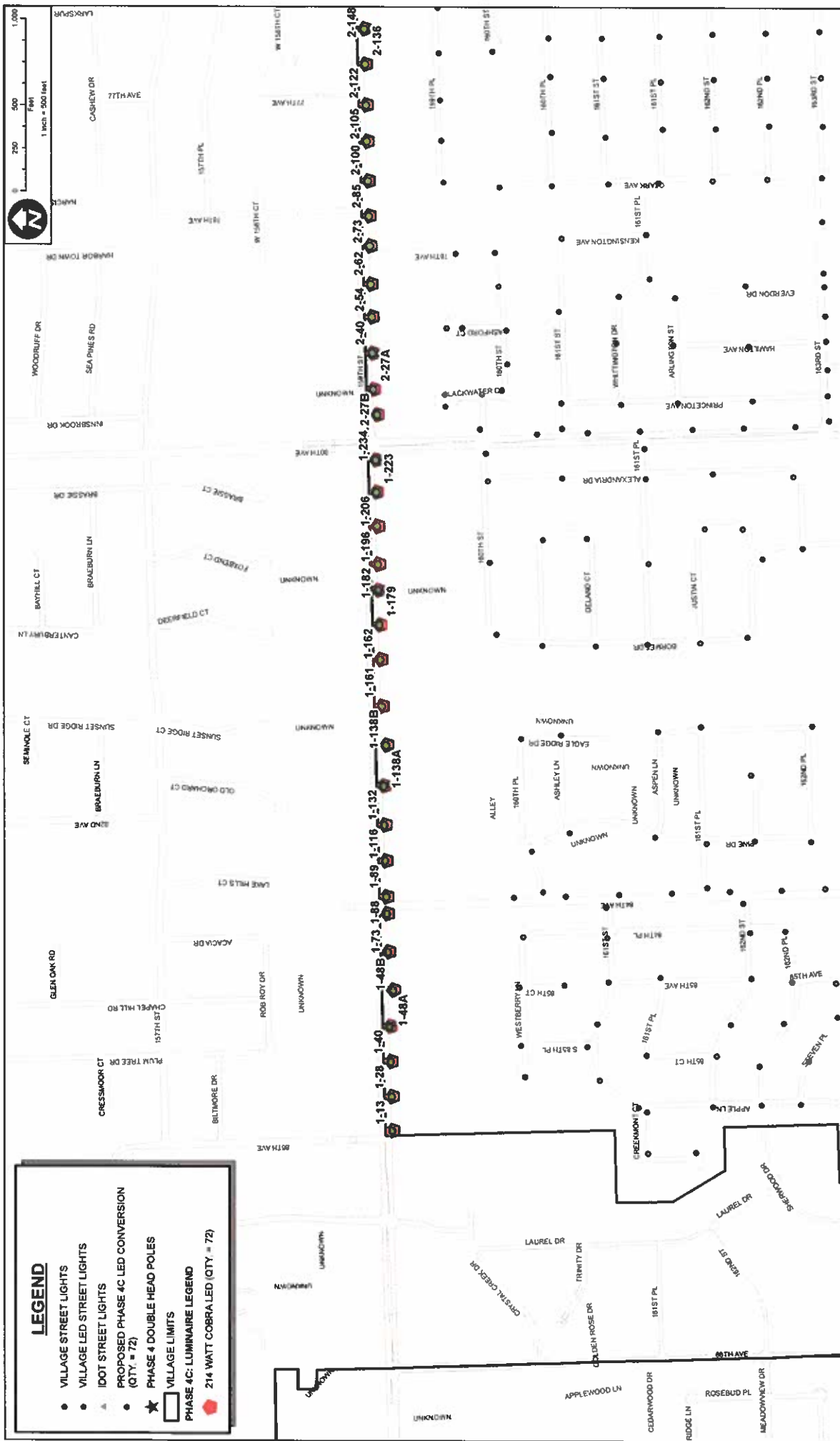
For
Bid Date Aug 6, 2020
Expires Sep 5, 2020

QTY	Type	MFG	Part	Price	UQ	ExtPrice
143		GELD	ERL2025B340DGRAYGIL Fixtures	\$470.00		\$67,210.00
143		GELD	ELWN0A8UBAAXXAD - (10 YEAR SERVICES INCLUDED) Smart Nodes	\$183.15		\$26,190.45
1		GELD	ELWG0CXXGM Gateway	\$4,800.00		\$4,800.00
Total:						\$98,200.45

Notes:
PLEASE REFER TO THIS QUOTE # WHEN ORDERING

Terms and conditions of sale:

Add freight for pre-shipment of anchor bolts.
NO labor charge back will be paid without prior authorization from the factory.
Manufacturer's standard freight terms apply.
Freight claims are the responsibility of the customer.
Pricing and freight are based upon receiving an order for the entire BOM quoted above. Any deviation will result in a requote.



LEGEND

- VILLAGE STREET LIGHTS
- VILLAGE LED STREET LIGHTS
- ▲ IDOT STREET LIGHTS
- PROPOSED PHASE 4C LED CONVERSION (QTY. = 72)
- ★ PHASE 4 DOUBLE HEAD POLES
- VILLAGE LIMITS
- PHASE 4C: LUMINAIRE LEGEND
- 214 WATT COBRA LED (QTY. = 72)

CLIENT
CHRISTOPHER B. BURKE ENGINEERING, LTD.
 9575 W. Higgins Road, Suite 800
 Rosemont, Illinois 60018
 (847) 823-0500

VILLAGE OF TINLEY PARK
 10250 S. OAK PARK AVENUE
 TINLEY PARK, IL 60477
 PHONE: (708) 444-5000

DESIGN	JPC
CHECK	JPC
SCALE	1" = 500'
PLT DATE	3/7/2022
JOB NO.	214
DATE	MAY 10, 2022
FILE NAME	S:\159TH ST LED LIGHTING REPLACEMENT\159TH ST LED LIGHTING REPLACEMENT.dwg

FILE
 PROJ. NO. 159TH ST LED
 SHEET 1 OF 2
 DRAWING NO. 1


**LED STREET LIGHTING REPLACEMENT
 PHASE 4C
 159th STREET (SHEET 1 OF 2)**



LEGEND	
●	VILLAGE STREET LIGHTS
■	VILLAGE LED STREET LIGHTS
▲	IDOT STREET LIGHTS
●	PROPOSED PHASE 4C LED CONVERSION (QTY = 80)
★	PHASE 4 DOUBLE HEAD POLES
□	VILLAGE LIMITS
●	PHASE 4C: LUMINAIRE LEGEND (QTY = 72)
●	214 WATT COBRA LED (QTY = 72)

LED STREET LIGHTING REPLACEMENT PHASE 4C 159th STREET (SHEET 2 OF 2)	
PROJ NO 160373 0003C	SHEET 2 OF 7
DRAWING NO 2	
DESIGN	DATE
CHKD	DATE
SCALE	DATE
PROJECT	DATE
CLIENT	DATE
FILE NAME	DATE

CHRISTOPHER B. BURKE ENGINEERING, LTD.
 9575 W. Higgins Road, Suite 900
 Rosemont, Illinois 60018
 (847) 823-0500



VILLAGE OF TINLEY PARK
 18250 S. OAK PARK AVENUE
 TINLEY PARK, IL 60477
 PHONE: (708) 444-5000



Interoffice Memo

Date: August 27, 2020

To: David Niemeyer, Village Manager
Pat Carr, Assistant Village Manager

From: Terry Lusby, Jr., Facilities & Fleet Superintendent

Subject: LED Street Lighting Replacement – Phase 4, 4A, & 4B Project
Service Contract Award Renewal 2020 (Year 2 of 3)

Presented for September 1, 2020 Committee of the Whole Meeting / September 15, 2020 Village Board Meeting Agenda consideration and possible action:

Description:

Currently Public Works has completed Phases One thru Three of the LED Street Lighting Replacement Project in FY 2017 Thru 2019, which included approximately 1,177 streetlights. This LED Street Lighting Replacement Project will continue to benefit the village in multiple ways. The current request includes a three-part contract due to individual funding sources.

Public Works is recommending we extend our current contract for an additional year for LED Street Lighting Replacement Project for the in the above listed areas within Tinley Park. The contract has the option of 2 (two) – 1 (one) year renewals. This would be the first extension. The past year John Burns Construction has proven to be a professional and reliable contractor with reasonable rates. Sufficient funds are available under the approved FY21 Capital Project Budget for the following projects:

- LED Street Lighting Replacement – Phase 4 (\$310,000)
 - Location: 179th to 1172nd and Bridalwood Ln. to 62nd Ave.
- LED Street Lighting Replacement – Phase 4A (\$115,600)
 - Location: Oak Park Ave. between Tinley Park Dr. to Hickory St.
- LED Street Lighting Replacement – Phase 4B (\$226,000)
 - Location: Oak Park Ave. between 172nd to 178th St.

Background:

Purchase will consist of all applicable labor and materials to replace/retrofit new LED light heads on existing High Pressure Sodium/Metal Halide/Mercury light heads within the specified areas of the Phase 4, 4A, and 4B Replacement Projects.



Budget / Finance:

Funding is available in the approved funding sources:

- LED Street Lighting Replacement – Phase 4 (\$310,000)
 - Funding Source: Capital Improvement Budget
 - Account Number: 30-75500

Original FY21 CIP Request	\$410,000.00
Approved Available Budget	\$310,000.00
LED Street Lighting Replacement (2% approximate increase)	<u>\$309,243.98</u>
Difference (Under Budget)	\$756.02

- LED Street Lighting Replacement – Phase 4A (\$115,600)
 - Funding Source: Main St. North TIF
 - Account Number: 18-75500

Approved Available Budget	\$115,000.00
LED Street Lighting Replacement (2% approximate increase)	<u>\$114,584.28</u>
Difference (Under Budget)	\$1,015.72

- LED Street Lighting Replacement – Phase 4B (\$226,000)
 - Funding Source: New Bremen TIF
 - Account Number: 27-75500

Approved Available Budget	\$226,000.00
LED Street Lighting Replacement (2% approximate increase)	<u>\$225,690.33</u>
Difference (Under Budget)	\$309.67

Staff Direction Request:

1. Approve service contact for 2020 LED Street Lighting Replacement Project with John Burns Construction, of Orland Park, IL as estimated in the following amounts:
 - a. \$310,000 (Phase 4)
 - b. \$115,600 (Phase 4A)
 - c. \$226,000 (Phase 4B)
2. Direct staff as necessary.



THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION

NO. 2019-R-072

**A RESOLUTION APPROVING A CONTRACT FOR THE LED LIGHTING REPLACEMENT –
PHASE 3 PROJECT WITH JOHN BURNS CONSTRUCTION**

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

**CYNTHIA A. BERG
WILLIAM P. BRADY
WILLIAM A. BRENNAN
DIANE M. GALANTE
MICHAEL W. GLOTZ
MICHAEL G. MUELLER
Board of Trustees**

EXHIBIT 1

CONTRACT DOCUMENTS
FOR
LED STREET LIGHTING REPLACEMENT – PHASE 3
FOR
VILLAGE OF TINLEY PARK, IL

BID SUBMITTED BY

COMPANY NAME

STREET ADDRESS

DATE

CBBEL PROJECT NO. 16-0373.0003A

FOR BID

BID DUE JULY 2, 2019 (BEFORE 10:00 A.M. LOCAL TIME)



CHRISTOPHER B. BURKE ENGINEERING , LTD.

9575 West Higgins Road

Suite 600

Rosemont, Illinois 60018-4920 Tel (847) 823-0500 Fax (847) 823-0520

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TAB 3 – CONTRACT FORMS

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INSTRUCTION TO BIDDERS

PROJECT:

LED Street Lighting Replacement – Phase 3

1. The bidder shall provide all materials, labor, and equipment necessary for the installation and maintenance of the LED street lighting system. This includes, but is not limited to, the following items:

Detailed description of the project work and materials to be provided.

The bidder shall provide all materials, labor, and equipment necessary for the installation and maintenance of the LED street lighting system. This includes, but is not limited to, the following items:

- All materials, labor, and equipment necessary for the installation and maintenance of the LED street lighting system.
- All materials, labor, and equipment necessary for the installation and maintenance of the LED street lighting system.
- All materials, labor, and equipment necessary for the installation and maintenance of the LED street lighting system.
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- All materials, labor, and equipment necessary for the installation and maintenance of the LED street lighting system.

The bidder shall provide all materials, labor, and equipment necessary for the installation and maintenance of the LED street lighting system. This includes, but is not limited to, the following items:

The bidder shall provide all materials, labor, and equipment necessary for the installation and maintenance of the LED street lighting system. This includes, but is not limited to, the following items:

1. BIDS – GENERAL

The bidder shall provide all materials, labor, and equipment necessary for the installation and maintenance of the LED street lighting system. This includes, but is not limited to, the following items:

2. FORMS

The bidder shall provide all materials, labor, and equipment necessary for the installation and maintenance of the LED street lighting system. This includes, but is not limited to, the following items:

3. BLANKS; CORRECTIONS

The bidder shall provide all materials, labor, and equipment necessary for the installation and maintenance of the LED street lighting system. This includes, but is not limited to, the following items:

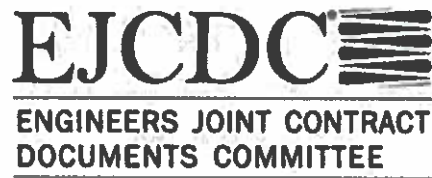
4. SUBMISSION

The bidder shall provide all materials, labor, and equipment necessary for the installation and maintenance of the LED street lighting system. This includes, but is not limited to, the following items:

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by



Issued and Published Jointly by



**STANDARD GENERAL CONDITIONS OF THE
CONSTRUCTION CONTRACT**

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has declined to address. A demand for money or services by a third party is not a Claim.

11. **Constituent of Concern**—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
12. **Contract**—The entire and integrated written contract between the Owner and Contractor concerning the Work.
13. **Contract Documents**—Those items so designated in the Agreement, and which together comprise the Contract.
14. **Contract Price**—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
15. **Contract Times**—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
16. **Contractor**—The individual or entity with which Owner has contracted for performance of the Work.
17. **Cost of the Work**—See Paragraph 13.01 for definition.
18. **Drawings**—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. **Effective Date of the Contract**—The date, indicated in the Agreement, on which the Contract becomes effective.
20. **Engineer**—The individual or entity named as such in the Agreement.
21. **Field Order**—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
22. **Hazardous Environmental Condition**—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.
23. **Laws and Regulations; Laws or Regulations**—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

37. **Site**—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
38. **Specifications**—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
39. **Subcontractor**—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
40. **Substantial Completion**—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
41. **Successful Bidder**—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.
42. **Supplementary Conditions**—The part of the Contract that amends or supplements these General Conditions.
43. **Supplier**—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
44. **Technical Data**—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.
45. **Underground Facilities**—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
46. **Unit Price Work**—Work to be paid for on the basis of unit prices.
47. **Work**—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

- 3.□ The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
- 4.□ If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- F.□ Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01□ *Delivery of Bonds and Evidence of Insurance*

- A.□ *Bonds:* When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B.□ *Evidence of Contractor’s Insurance:* When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.
- C.□ *Evidence of Owner’s Insurance:* After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or otherwise), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02□ *Copies of Documents*

- A.□ Owner shall furnish to Contractor four printed copies of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B.□ Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03□ *Before Starting Construction*

- A.□ *Preliminary Schedules:* Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review:
 - 1.□ a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
 - 2.□ a preliminary Schedule of Submittals; and

- computer hardware differing from those used in the drafting or transmittal of the items, or
- from those established in applicable transmittal protocols.

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 Intent

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

3.02 Reference Standards

- A. Standards Specifications, Codes, Laws and Regulations
 - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 - 2. No provision of any such standard specification, manual, reference standard, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 Reporting and Resolving Discrepancies

- A. Reporting Discrepancies:
 - 1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict,

3.05 *Reuse of Documents*

A. Contractor and its Subcontractors and Suppliers shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to such date.

4.03 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

- G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 Availability of Lands

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 Use of Site and Other Areas

A. Limitation on Use of Site and Other Areas:

- 1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
- 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part

5.04 Differing Subsurface or Physical Conditions

A. Notice by Contractor: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or
2. is of such a nature as to require a change in the Drawings or Specifications; or
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. Engineer's Review: After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. Owner's Statement to Contractor Regarding Site Condition: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

D. Possible Price and Times Adjustments:

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,

becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.

- C. *Engineer's Review:* Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Possible Price and Times Adjustments:*
 - 1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and
 - d. Contractor gave the notice required in Paragraph 5.05.B.
 - 2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
 - 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.
- H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.H shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

- D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.
- H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.
- I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.
- J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

6.03 Contractor's Insurance

- A. *Workers' Compensation:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.
 - 2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).
 - 3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).

of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.

- G. *Additional insureds*: The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.
- H. *Contractor's professional liability insurance*: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.
- I. *General provisions*: The policies of insurance required by this Paragraph 6.03 shall:
1. include at least the specific coverages provided in this Article.
 2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.
 3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.
 4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.
 5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.
- J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
 6. extend to cover damage or loss to insured property while in transit.
 7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
 8. allow for the waiver of the insurer's subrogation rights, as set forth below.
 9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.
 10. not include a co-insurance clause.
 11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.
 12. include performance/hot testing and start-up.
 13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.
- B. *Notice of Cancellation or Change:* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.
- C. *Deductibles:* The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.
- D. *Partial Occupancy or Use by Owner:* If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
- E. *Additional Insurance:* If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.
- F. *Insurance of Other Property:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.01 Supervision and Superintendence

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.02 Labor; Working Hours

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.03 Services, Materials, and Equipment

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and

- D. *Effect of Engineer's Determination:* Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.
- E. *Treatment as a Substitution Request:* If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the proposed item as a substitute pursuant to Paragraph 7.05.

7.05 *Substitutes*

- A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.
 - 1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.
 - 2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
 - 3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - a. shall certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design,
 - 2) be similar in substance to that specified, and
 - 3) be suited to the same use as that specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from that specified, and

- E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.
- F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.
- J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.
- K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.
- L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.
- N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.

7.09 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.10 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.11 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.12 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. all persons on the Site or who may be affected by the Work;

exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.16 *Shop Drawings, Samples, and Other Submittals*

A. *Shop Drawing and Sample Submittal Requirements:*

1. Before submitting a Shop Drawing or Sample, Contractor shall have:
 - a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.

- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*

- a. Contractor shall submit the number of copies required in the Specifications.
- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to

8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.

3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

7.17 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal;

6. the issuance of a notice of acceptability by Engineer;

7. any inspection, test, or approval by others; or

8. any correction of defective Work by Owner.

Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

ARTICLE 8 – OTHER WORK AT THE SITE

8.01 Other Work

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

- D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9 – OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents shall be that of the former Engineer.

9.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

10.04 *Rejecting Defective Work*

- A. Engineer has the authority to reject Work in accordance with Article 14.

10.05 *Shop Drawings, Change Orders and Payments*

- A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.
- B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.
- C. Engineer's authority as to Change Orders is set forth in Article 11.
- D. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.06 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.07 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.08 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.

3. *Field Orders*: Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.02 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.03 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

11.04 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
 1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or
 2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or
 3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on

the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.

1. *Procedures:* Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.
 2. *Engineer's Action:* Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
 3. *Binding Decision:* Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- B. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

11.07 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
 4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.

submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

- A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
 2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable

other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee:* When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.

E. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

13.02 Allowances

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

14.02 *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 3. by manufacturers of equipment furnished under the Contract Documents;
 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to

- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
 - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
 - 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will

- a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
- a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
- a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
- a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
 - d. a list of all disputes that Contractor believes are unsettled; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. Engineer's Review of Application and Acceptance:

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. Completion of Work: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

D. Payment Becomes Due: Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation,

- E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
 - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);
 - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 - 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:
 - 1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and
 - 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses,

expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this Article:
 - 1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and
 - 2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this Article, Owner or Contractor may:
 - 1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or
 - 2. agree with the other party to submit the dispute to another dispute resolution process; or
 - 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18 – MISCELLANEOUS

18.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
 - 1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or
 - 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

18.02 *Computation of Times*

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

EQUIPMENT SUBMITTALS

SECTION 01 33 00

PART 1- GENERAL

1.01 SCOPE

- A. This Section establishes minimum requirements and procedures for Equipment Submittals made by the Contractor for materials and equipment provided for under the Work of this Contract. Specific details for additional drawings, data and information to be submitted shall be in accordance with the applicable requirements of other Sections of these Specifications.
- B. Acceptable Manufacturers and Equipment Suppliers for various items of equipment are specified in respective Sections of these Contract Documents. For convenience of designation in the Contract Documents, certain equipment, articles, materials, and processes are designated by manufacturer trade name or catalog name and number. Such designation shall be deemed to be followed by the words "or equal" whether such words are shown or not. The Contractor may offer material or processes which are equal to that so indicated or specified at the time of Bid. The burden of proof as to comparative quality and suitability of alternatives shall be upon the Contractor. Specified items are preferred.

1.02 SUBMITTAL SCHEDULE

The Contractor shall, within 7 days after receiving the Notice to Proceed, prepare and submit for review a detailed list of all the submittals which he/she proposes to make to meet the requirements stated herein and those cited in other Sections of the Contract Documents including the dates on which he/she proposes to make such submittals. The list shall include Working Drawings, Field Detail Drawings, Project Record Documents, Quality Control Procedures, and all other items for which a submittal is required. The list shall include identifying references for each item to relate it to the specific item of the Contract Documents.

With each revision or certification of the Construction Schedule, the Contractor shall either revise this schedule of submittals and submit it for review or certify that the previously furnished schedule is still in effect.

After the Submittal Schedule is reviewed by the Owner's Representative, it shall become the basis for the submittal of all items by the Contractor.

EQUIPMENT SUBMITTALS

information to his/her drawings. Adequate space shall be allowed on the wiring diagrams to accomplish this.

E. Detail Drawings and Erection Drawing

Before proceeding with fabrication or manufacture of the material and equipment designed and furnished by him/her, the Contractor shall submit the designs, design computations when requested, apparatus ratings, detailed specifications, general assembly drawings, sufficient subassembly drawings, details, and control and wiring diagrams to demonstrate fully that all parts will conform to the provisions and intent of the Contract Documents and to the requirements of their installations, operations, and maintenance. These drawings shall substantially conform to the Bid and Contract Drawings and shall show all necessary dimensions; all field joints and subassemblies in which the Contractor proposes to ship the equipment; locations and sizes of auxiliary connections for oil, grease, water and air; and the terminal boxes and wire sizes for electrical circuits. Before proceeding with fabrication or purchase, the Contractor shall submit shop drawings and/or catalog cuts as appropriate of items designed but not detailed on the Contract Drawings including, but not limited to structural steel and metal frames, covers, and gratings.

F. Field Detail Drawings

Layout drawings for any and all embedded components of the equipment such as but not limited to, piping, conduit, anchor bolts/plates, thimbles, etc. shall be submitted. These drawings shall be based on the Contract Drawings and shall contain sufficient detail for construction in the field.

G. Review of Drawings

1. Four print copies on durable paper with dark lines on a white background and one durable paper type reproducible shall be furnished of each drawing submitted. All drawings submitted shall, insofar as practicable, be of one standard size, measuring approximately 24 x 36 inches. The Contractor's drawings shall have a blank area of 4 x 4 inches adjacent to the drawing title block for the review stamp of the Owner's Representative. The Contractor shall verify by inspection of sample reproductions that good legible reproductions can be obtained from the reproducible before submittal.
2. Within two weeks of receipt of shop drawings or manufacturer's data, the Owner's Representative will

EQUIPMENT SUBMITTALS

submittals furnished for review.

8. The Contractor shall make any changes in the designs which are necessary to make the equipment conform to the provisions and intent of the Contract Documents, without additional cost to the Owner.
9. Should an error be found in a Contractor's drawing during the erection of structures or installation of equipment, the correction, including any field changes found necessary, shall be noted on the drawing, and it shall be resubmitted for review, and recorded as outlined above.
10. Resubmittal of Drawings and Data: Contractor shall accept full responsibility for the completeness of each resubmittal. Contractor shall verify that all corrected data and additional information previously requested by Engineer are provided on the resubmittal.

When corrected copies are resubmitted, Contractor shall in writing direct specific attention to all revisions and shall list separately any revisions made other than those called for by Engineer on previous submissions.

Requirements specified for initial submittals shall also apply to resubmittals. Resubmittals shall bear the number of the first submittal followed by a letter (A, B, etc.) to indicate the sequence of the resubmittal.

If more than one resubmission is required because of failure of Contractor to provide all previously requested corrected data or additional information, Contractor shall reimburse Owner for the charges of Engineer for review of the additional resubmissions. This does not include initial submittal data such as shop tests and field tests which are submitted after initial submittal.

Resubmittals shall be made within 14 days of the date of the letter returning the material to be modified or corrected, unless within 14 days Contractor submits an acceptable request for an extension of the stipulated time period, listing the reasons the resubmittal cannot be completed within that time.

Any need for more than one resubmission, or any other delay in obtaining Engineer's review of submittals, will not entitle Contractor to extension of the Contract Times unless delay of the Work is directly caused by a change in the Work authorized by a Change Order or by failure

EQUIPMENT SUBMITTALS

- e. Recommended schedule for servicing including technical data sheets that indicate weights and types of oil, grease or other lubricants recommended for use and their application procedures.
- f. One copy of each component wiring diagram and the system wiring diagram showing wire size and identification.
- g. One approved copy of each submittal with any changes made during construction properly noted including test certificates, characteristic curves, factory and field test results.
- h. For electrical systems include dimensioned installation drawings, single line diagrams, control diagrams, wiring and connection diagrams, list of material for contactors, relays and controls, outline drawings showing relays and controls, outline drawings showing relays, meters, controls and indication equipment mounted on the equipment or inside cubicles, control and protective schematics and recommended relay settings.

- 3. Submittal Requirements: Six preliminary copies of manuals shall be submitted no later than the date of shipment of equipment, and installation shall not begin until they are accepted by the Owner's Representative. Six approved copies of complete manuals shall be delivered to the Owner's Representative prior to Owner's Representative inspections and tests.

J. Language

All drawings, design data, reports, instructions, catalogs, illustrations, and printed specifications shall be submitted in English.

K. System of Units of Measurement

All units of measurement used shall be in the U.S. Customary System.

PART 2- PRODUCTS

(Refer to Paragraph 1.03, Submittal Requirements, of this Section.)

TRAFFIC CONTROL AND PROTECTION

SECTION 01 50 00

PART 1- GENERAL

1.01 SCOPE

A. Description

This Section covers traffic control and protection which the Contractor shall be responsible for providing and/or coordinating for the duration of the Work.

B. Related Work

All Sections of the Specifications as they may apply.

1.02 QUALITY ASSURANCE

All Work shall conform to the applicable provisions of the codes, Standards and Specifications as specified herein.

1.03 REFERENCES

The publications and standards listed below form a part of this Specification to the extent referenced, or as applicable. Versions listed shall be superseded by updated versions as they become available.

A. IDOT Standard Specifications for Road and Bridge Construction

- 1. Article 107.09
- 2. Division 700

B. IDOT Highway Standards/Details

- 1. Traffic Control and Protection, Standard 701301
- 2. Traffic Control and Protection, Standard 701427
- 3. Traffic Control and Protection, Standard 701901

C. Quality Standard for Work Zone Traffic Control Devices

D. Recurring Special Provisions and Special Provisions

E. Illinois Manual on Uniform Traffic Control Devices for Streets and Highways

F. American National Standards Institute (ANSI)

- 1. ANSI/ISEA 107-2010, American National Standard for High Visibility Safety Apparel and Headwear Devices

TRAFFIC CONTROL AND PROTECTION

for the purpose of controlling traffic. **One/Two way movements on streets and access to properties/facilities shall be maintained at all times.**

The Contractor shall be responsible for insuring that all barricades, warning signs, lights and other devices installed by him/her are in place and operating twenty-four (24) hours each day, during the entire time such devices are required.

In the event of severe weather conditions, the Contractor shall be required to furnish any additional personnel required to properly maintain all traffic control devices.

The Contractor shall be responsible for coordination of his/her operations with the appropriate jurisdictional agencies. In the absence of jurisdictional requirements, roads shall be considered secondary unless otherwise indicated.

1. General. Provide special workmen to whom no other duties shall be assigned but to direct traffic at all times on roadways that are temporary blocked to any extent by construction equipment or operations. Workmen shall wear fluorescent orange, fluorescent yellow/green or a combination of fluorescent orange and fluorescent yellow/green vests meeting requirements of ANSI/ISEA 107-2010 for conspicuity Class 2 garments and flagger traffic control paddles. For night time flagging, flaggers shall be illuminated by an overhead light source in accordance with Article 701.13 of the Standard Specifications.
2. Primary Roads Where Indicated. Do not utilize roadway space for storage of excavated material and other materials. Close excavations at the end of each work day by backfilling or by means of steel plates marked in advance with warning signs or other accepted materials, and leave Work area clean and without obstacles during off-work hours.
3. Secondary Roads. Maintain one-way traffic during working hours. Clean up area of the Work Site at the end of each workday so as to provide maximum use of the roadway during off-work hours.

The Contractor shall comply with the applicable requirements of the Village as related to Police and Fire Department notifications and/or control of traffic.

MAINTENANCE OF WORK SITE & DAILY CLEAN-UP

SECTION 01 50 95

PART 1- GENERAL

This Section covers general maintenance of the Work Site and daily clean-up which the Contractor shall be responsible for the duration of the Project, and includes, but is not limited to storage, stockpiling and/or protection of materials and Work.

PART 2- PRODUCTS

(Not applicable to this Section.)

PART 3- EXECUTION

3.01 MAINTENANCE OF WORK SITE

The Contractor shall keep the site of the Work and adjacent premises as free from material, debris and rubbish as is practicable, and shall remove same from any portion of the site, if, in the opinion of the Owner's Representative, such material, debris, or rubbish constitutes a nuisance or is objectionable in any way to the public. The Contractor shall remove all machinery, materials, barricades, staging, false-work, debris and rubbish connected with, or caused by said Work, immediately upon the completion of the same and shall clean all structures and Work constructed under this Contract to the satisfaction of the Owner's Representative and leave the premises in an approved condition insofar as affected by the Work under this Contract.

3.02 DAILY CLEAN-UP

Each day before the Contractor shuts down Work operations for the day, the Contractor shall clean all pavement areas in/around/adjacent to the Work site of all dirt, mud, debris, or other items deposited thereupon. Special care shall be taken to insure that drainage structures are clean and usable every evening in the case of inclement weather.

If the site and paved areas cannot be cleaned to the satisfaction of the Owner's Representative, mechanical sweeping shall be provided by the Contractor at no additional cost to the Owner.

3.03 RESPONSIBILITY FOR PROTECTION OF MATERIALS AND WORK

The Contractor shall be responsible for the safe storage of all equipment and materials furnished by, or to, or

LED ROADWAY LUMINAIRE

SECTION 26 56 00

PART 1- GENERAL

1.01 REFERENCES

The publications listed below form a part of this specification to the extent referenced. Publications are referenced within the text by their basic designation only. Versions listed shall be superseded by updated versions as they become available.

- A. American National Standards Institute (ANSI)
- B. American Society for Testing and Materials International (ASTM)
- C. Federal Communication Commission (FCC)
 - 47 CFR Part 15, Telecommunication - Radio Frequency Devices
- D. Illuminating Engineering Society of North America (IESNA or IES)
- E. Municipal Solid-State Street Lighting Consortium (MSSLC)
- F. National Electrical Manufacturers Association (NEMA)
- G. Underwriters Laboratories (UL)

1.02 RELATED DOCUMENTS

- A. Contract Drawings and conditions of Contract (including General Requirements and Covenants per the Standard Specifications for Road and Bridge Construction, Supplemental Conditions, Addendum to the General Requirements, Technical Specifications, Division 01 Specifications Sections and all other Contract Documents) apply to the work of this Section.

1.03 DEFINITIONS

- A. Lighting terminology used herein is defined in IES RP-16. See referenced documents for additional definitions.
 - 1. Exception: The term "driver" is used herein to broadly cover both drivers and power supplies, where applicable.

LED ROADWAY LUMINAIRE

- 2) If nominal performance of submitted and tested products differ, submit additional LM-79 report(s) and derivation as indicated in Section 26 56 20, Product Family Testing LM-79 and ISTMT.
- C. Lumen maintenance calculations and supporting test data shall be in accordance with LED Lighting Facts guidance. Exception: calculations shall be based on the cumulative hours of operation specified in Luminaire Performance Table. Submit completed ENERGY STAR TM-21 Calculator as an electronic Excel file.
- D. Written product warranty as per section 1.07 below
- E. Design Lights Consortium
 1. Luminaire shall be listed on the Design Lights Consortium Qualified Products list and provide documentation verifying the listing to the Owner's Representative.

1.06 WARRANTY

- A. Provide a minimum ten-year warranty covering maintained integrity and functionality of:
 1. Luminaire housing (consisting of optical assembly, internal control devices, surge protection devices, internal wiring/terminal blocks, wiring, and connections)
 - a. Defects in material and workmanship that result in deterioration of the finish in the form of blistering, cracking, or peeling exhibited on more than 15% of the total finished surface area of the luminaire.
 2. LED light source(s)
 - a. Excessive lumen depreciation as defined by L70 Luminaire Lifetime (L70) or when 10% or greater of the discrete LED sources fail to illuminate. L70 shall be defined as 70% of the manufacturer published luminous flux data provided as part of the approved submittal package per the Submittal Requirements specified herein. Luminous Flux data shall be derived at the time of manufacture utilizing IESNA LM-79 testing methods.

LED ROADWAY LUMINAIRE

C. Driver

1. Shall accept the voltage or voltage range indicated in Luminaire Performance Table at 60 Hz, and shall operate normally for input voltage fluctuations of plus or minus 10 percent.
2. Shall have a minimum Power Factor (PF) of 0.90 at full input power and across specified voltage range.
3. Shall have a 530 mA maximum drive current.
4. Drivers shall be pre-wired to optical assembly and have a quick disconnect from power door.
5. Luminaire shall be provided with ANSI C136.41, 7-pin dimmable receptacle. If a dimmable LED driver is specified, its 0-10V or control wires shall be connected to the receptacle pads as specified in ANSI C136.41; connection of the two remaining pads shall be by Supplier, capped in luminaire for future use, or as directed by Owner.

D. Electrical Immunity

1. Luminaire shall meet the performance requirements specified in ANSI C136.2 for electrical immunity, using the combination wave test level indicated.
2. Luminaire shall be provided with integral surge suppression device with an elevated 10 kV/10kA rating per IEEE 62.41.2 Scenario 1, Category C.

E. Interference and Power Quality

1. Shall have a maximum Total Harmonic Distortion (THD) of 20% at full input power and across specified voltage range.
2. Shall comply with FCC 47 CFR Part 15 Interference Criteria for Class A (Non-Residential) digital devices.
3. Luminaire shall comply with Section 5.2.5 (luminaires rated for outdoor use) of ANSI C82.77 at full input power and across specified voltage range.

F. Electrical Safety Testing

1. Luminaire shall be listed for wet locations by an OSHA NRTL.
2. Luminaires shall have locality-appropriate governing mark and certification.
3. Luminaire shall meet the performance requirements specified in ANSI C136.2 for dielectric withstand, using the DC test level and configuration.

LED ROADWAY LUMINAIRE

J. Identification

1. Luminaire shall have an external label per ANSI C136.15.
2. Luminaire shall have an internal label per ANSI C136.22.

K. Housing. The luminaire shall be gasketed and sealed, and UL listed for wet locations. The housing shall be fabricated from die cast aluminum or cast aluminum alloy. The luminaire optical assembly shall have a minimum IEC ingress penetration rating of IP65. When furnished with a lens and frame, the lens shall be made of crystal clear, impact and heat resistant flat glass. The lens and frame shall be securely attached to the main housing and be readily removable for servicing the LED optical assembly. The drivers shall be mounted in the rear of the luminaire on the inside of a hinged removable door or on a removable mounting pad. The removable door or pad shall be secure when fastened in place and all individual components shall be secure upon the removable element. Each component shall be readily removable from the removable element for replacement. The luminaire mounting shall slip fit on a mast arm with a 2" tenon (2.375" outer diameter), and shall have a barrier to limit the amount of insertion. A tenon guard shall be provided to protect against birds and similar intruders. The luminaire shall be provided with a leveling surface and shall be capable of being tilted by ± 5 degrees and rotated to any degree with respect to the supporting arm. The housing shall be designed for natural removal of dirt and debris and to ensure maximum heat transfer and long LED life.

The terminal block shall be oriented for easy access within electrical cavity to allow maintenance personnel to access wire connections. The terminal block shall accommodate #8 - #14 AWG copper wires.

L. Hardware. All hardware and latches shall be high-strength corrosion resistant stainless steel of heavy duty construction. All hardware shall be captive, not susceptible to falling from the luminaire during maintenance operations.

2.02 PRODUCT MANUFACTURERS

A. Manufacturer must have a minimum of a 15-year history of designing and manufacturing roadway luminaires and at least 10-year history of designing and manufacturing LED luminaires for some form of outdoor application which can

LED ROADWAY LUMINAIRE

connections and a table of characteristics showing input amperes, watts, power factor, total harmonic distortion, LED drive current and temperature.

- E. The independent witness/laboratory shall provide a physical inspection summary verifying the luminaire material, component options and labeling meet the Contract Documents.
- F. The test results shall be reviewed by the independent witness/laboratory for conformance to published data. The independent witness/laboratory shall certify that the luminaire tested conforms to the performance data that is on file with the Owner's Representative. A summary report of the test results shall be sent by certified mail directly to the Engineer. A copy of this material shall be sent to the Contractor and the Owner's Representative at the same time.
- G. Should any of the tested luminaires fail to meet the manufacturers published data, all luminaires shall be replaced or corrected to achieve the required performance. If luminaires are replaced, the replacement luminaires shall be tested in accordance with the above requirements. In the case of corrections, the manufacturer shall advise the Owner's Representative of the corrections made and the corrected luminaires shall be retested in accordance with the above requirements. In no case shall the luminaires be shipped by the manufacturer until the Owner's Representative has received a summary report of the test results and written certification from the manufacturer that the tested luminaires are in conformance with performance data as required above.
- H. Testing Documentation Requirements. Certified Test Reports with the above results shall be supplied for each shipment. Certified test reports shall include the following identification information:
 - 1. Independent Witness Name and Contact Information
 - 2. Independent Testing Laboratory Information
 - 3. Manufacturer's name
 - 4. Type of luminaires
 - 5. Quantity of luminaires
 - 6. A copy of shipping ticket
 - 7. Manufacturer's lot number

3.02 INSTALLATION

- A. Luminaires shall be installed in accordance with Article 821 of IDOT Standard Specifications for Road and Bridge

LED ROADWAY LUMINAIRE

- C. Payment will not be made for any other items except as listed above. All other costs associated with such Work shall be considered incidental and shall be included in the prices proposed for the various items to which they pertain.

END OF SECTION

REMOVAL OF LUMINAIRE

- C. Payment will not be made for any other items except as listed above. All other costs associated with such Work shall be considered incidental and shall be included in the prices proposed for the various items to which they pertain.

END OF SECTION

ROADWAY LIGHTING ACCESSORIES

PART 4- MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

- A. Measurement will be made for each fuse kit and each handhole cover.

4.02 PAYMENT

- A. Payment for the Work specified in this Section will be made for each fuse kit and each handhole cover, as listed in the Schedule of Prices.
- B. This price shall be full compensation for furnishing all materials; and for all preparation; and for all labor, equipment, tools, and incidentals necessary for the Work as required by the Contract Specifications and Drawings.
- C. Payment will not be made for any other items except as listed above. All other costs associated with such Work shall be considered incidental and shall be included in the prices proposed for the various items to which they pertain.

END OF SECTION

VILLAGE OF TINLEY PARK

RESOLUTION NO. 19-02

RESOLUTION NO. 19-02

1

WHEREAS, the Village Board has received a request from the Village of Tinley Park for the Village of Tinley Park to provide a copy of the Village Board's minutes for the meeting held on the 19th day of February, 2019, and

WHEREAS, the Village Board has determined that it is in the best interests of the Village of Tinley Park to provide a copy of the Village Board's minutes for the meeting held on the 19th day of February, 2019,

BEFORE, the Village Board hereby resolves that it is in the best interests of the Village of Tinley Park to provide a copy of the Village Board's minutes for the meeting held on the 19th day of February, 2019,

1. THAT the Village Board of the Village of Tinley Park shall provide a copy of the Village Board's minutes for the meeting held on the 19th day of February, 2019, to the Village of Tinley Park.

2. THAT the Village Board of the Village of Tinley Park shall provide a copy of the Village Board's minutes for the meeting held on the 19th day of February, 2019, to the Village of Tinley Park.

3.

2. THAT the Village Board of the Village of Tinley Park shall provide a copy of the Village Board's minutes for the meeting held on the 19th day of February, 2019, to the Village of Tinley Park.

4.

WHEREAS, the Village Board has determined that it is in the best interests of the Village of Tinley Park to provide a copy of the Village Board's minutes for the meeting held on the 19th day of February, 2019, and

5.

WHEREAS, the Village Board has determined that it is in the best interests of the Village of Tinley Park to provide a copy of the Village Board's minutes for the meeting held on the 19th day of February, 2019, and

6.

WHEREAS, the Village Board has determined that it is in the best interests of the Village of Tinley Park to provide a copy of the Village Board's minutes for the meeting held on the 19th day of February, 2019, and

7.

WHEREAS, the Village Board has determined that it is in the best interests of the Village of Tinley Park to provide a copy of the Village Board's minutes for the meeting held on the 19th day of February, 2019, and

8.

7. THAT the Village Board of the Village of Tinley Park shall provide a copy of the Village Board's minutes for the meeting held on the 19th day of February, 2019, to the Village of Tinley Park.

WHEREAS, the Village Board has determined that it is in the best interests of the Village of Tinley Park to provide a copy of the Village Board's minutes for the meeting held on the 19th day of February, 2019, and

BID RIGGING AND BID ROTATING

Section 2.

_____ **d** _____ **d** _____ **d** _____ **d** _____ **d** _____ **d** _____

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NON-COLLUSION

Section 2a.

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_____ **d** _____ **d** _____ **d** _____ **d** _____ **d** _____

_____ **d** _____ **d** _____ **d** _____ **d** _____ **d** _____ **d** _____

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_____ **d** _____ **d** _____ **d** _____ **d** _____ **d** _____ **d** _____

_____ **d** _____ **d** _____ **d** _____ **d** _____

2. The number of rows in matrix A is 50 and the number of rows in matrix B is 50. The number of rows in matrix C is 50.

3. The number of rows in matrix A is 50 and the number of rows in matrix B is 50. The number of rows in matrix C is 50.

4. The number of rows in matrix A is 50 and the number of rows in matrix B is 50. The number of rows in matrix C is 50.

5. Matrix A is 50×50 . Matrix B is 50×50 . Matrix C is 50×50 . Matrix D is 50×50 . Matrix E is 50×50 .

6. The number of rows in matrix A is 50 and the number of rows in matrix B is 50. The number of rows in matrix C is 50.

7. The number of rows in matrix A is 50 and the number of rows in matrix B is 50. The number of rows in matrix C is 50.

8. The number of rows in matrix A is 50 and the number of rows in matrix B is 50. The number of rows in matrix C is 50.

9. Matrix A is 50×50 . Matrix B is 50×50 . Matrix C is 50×50 .

10. Matrix A is 50×50 . Matrix B is 50×50 . Matrix C is 50×50 .

Section 6.

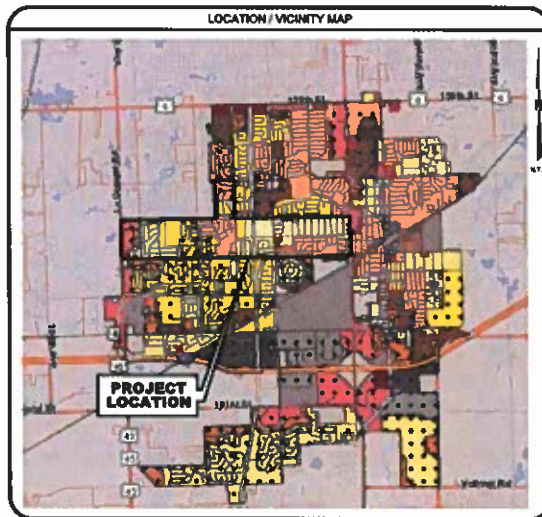
11. The number of rows in matrix A is 50 and the number of rows in matrix B is 50. The number of rows in matrix C is 50.

12. The number of rows in matrix A is 50 and the number of rows in matrix B is 50. The number of rows in matrix C is 50.

13. The number of rows in matrix A is 50 and the number of rows in matrix B is 50. The number of rows in matrix C is 50.

VILLAGE OF TINLEY PARK LED STREET LIGHTING REPLACEMENT PHASE 3

INDEX	
1	COVER SHEET
2	OVERALL MAP
3	AREA 1
4	AREA 2
5	AREA 3
6	ELECTRICAL DETAILS
7	TRAFFIC DETAILS



NOTES

1. DRAWINGS SHALL BE USED AS A COMPLETE SET ONLY. DO NOT SEPARATE SHEETS.

DESCRIPTION OF WORK

REPLACEMENT OF 250 WATT AND 400 WATT EXISTING HD STREET LIGHTING LUMINAIRES WITH NEW LED LUMINAIRES

LOCATION

THE PROJECT IS LOCATED ON THE NORTH SIDE OF TINLEY PARK, IL 60477

CALL 800-811-8111

www.illinois.gov

ILLINOIS

48 HOURS BEFORE YOU DIG

800-811-8111

THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR JOB SITE SAFETY AS WELL AS SUPERVISION, PROTECTION AND MEANS/METHODS OF CONSTRUCTION

S.E.P.C.

SEAL

JOSUPE CALIANO, PE

ILLINOIS REGISTRATION NO. 063-042631

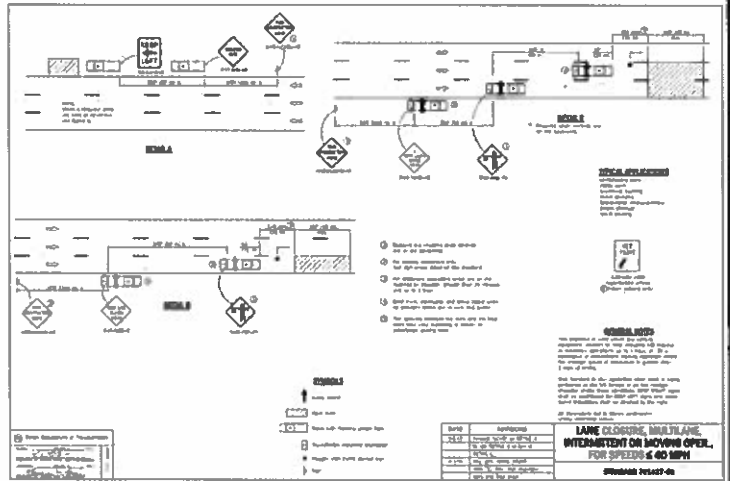
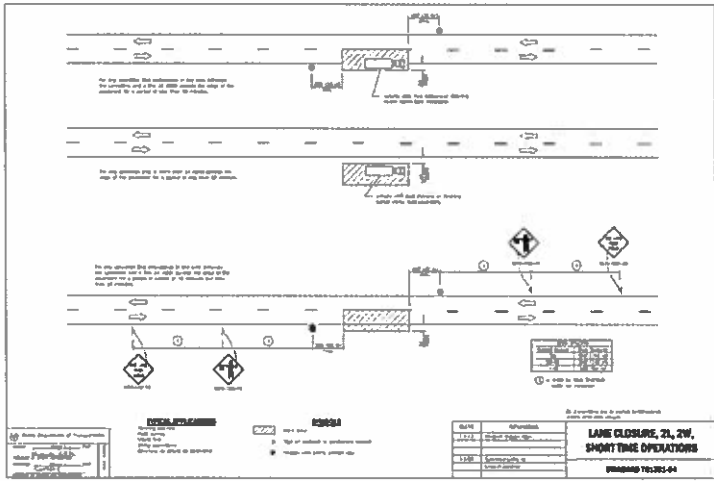
EXPIRATION DATE: 11/08/2019



VILLAGE OF TINLEY PARK
16250 S. OAK PARK AVENUE
TINLEY PARK, IL 60477
PHONE: (708) 444-5000

CHRISTOPHER B. BURKE ENGINEERING, LTD.
9573 W. Higgins Road, Suite 800
Rosemont, Illinois 60018
(847) 825-0500

FOR BID
JULY 2, 2019



CHRISTOPHER B. BURKE ENGINEERING, LTD.
 8573 W. Higgins Road, Suite 600
 Rosemont, Illinois 60018
 (847) 823-0800

VILLAGE OF TINLEY PARK
 16250 S. OAK PARK AVENUE
 TINLEY PARK, IL 60477
 PHONE: (708) 414-5000

NO.	DATE	DESCRIPTION
1	11/11/11	ISSUED FOR PERMIT
2	11/11/11	REVISED
3	11/11/11	REVISED
4	11/11/11	REVISED
5	11/11/11	REVISED
6	11/11/11	REVISED
7	11/11/11	REVISED
8	11/11/11	REVISED
9	11/11/11	REVISED
10	11/11/11	REVISED

LED STREET LIGHTING REPLACEMENT
PHASE 3
TRAFFIC DETAILS

DATE: 11/11/11
 DRAWN BY: S. BURKE
 CHECKED BY: S. BURKE

PROJECT NO.	761201-04
DATE	11/11/11
SCALE	AS SHOWN
PROJECT NO.	761201-04
DATE	11/11/11
SCALE	AS SHOWN

Village shall have no responsibility to any subcontractor employed by a Contractor for performance of work on the Project, and all subcontractors and material suppliers shall look exclusively to the Contractor for any payments due. The Village will **not** be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. Every subcontractor shall be bound by the terms and provisions of this Contract as far as applicable to their work. The Contractor shall be fully responsible to the Village for the acts and omissions of its subcontractors, and shall ensure that any subcontractors perform in accordance with the requirements of this Contract. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the Village. The Contractor is solely responsible for the safety procedures, programs and methods of its employees and agents and shall hold the Village harmless for any and all damages resulting from violations thereof. The Contractor shall comply with all applicable federal, State and local safety laws and regulations.

8. **It is further agreed that the Contractor shall indemnify, hold harmless, and defend the Village, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorneys' fees, for injury to or death of any person or for damage to any property arising out of or in connection with the Contractor's negligence under this Contract.**
9. **The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the Village, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Contractor's negligence in its work to be performed hereunder. The Contractor shall maintain insurance coverage in an amount and from a carrier suitable to the Village, and the Village shall be named as an additional insured where required. Certificates of Insurance are attached hereto as Exhibit B.**
10. The Village is exempt from payment of state and local sales and use of taxes on labor and materials incorporated into the project. If necessary, it is the Contractor's responsibility to obtain a sales tax permit, resale certificate, and exemption certificate that shall enable the Contractor to buy any materials to be incorporated into the project and then resale the aforementioned materials to the Village without paying the tax on the materials at the time of purchase. In no event will the Village be liable for or pay any sales or use taxes incurred by the Contractor in performing the services under this contract.
11. The Contractor shall comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control Act (IRCA). The Contractor may not knowingly obtain the labor or services of an unauthorized alien. The Contractor, not the Village, must verify eligibility for employment as required by IRCA.
12. At any time, the Village may terminate this Contract for convenience, upon written notice to the Contractor. The Contractor shall cease work immediately upon receipt of such notice. The Contractor shall be compensated for services performed and accepted by the Village up to the date of termination.

CERTIFICATIONS BY CONTRACTOR

Affidavit of Compliance

Contractor and all subcontractors shall complete this Affidavit of Compliance (“Affidavit”) and submit supporting documentation as required pursuant to *Responsible Bidder Requirements on Public Work Projects*. Contractor must submit this Affidavit and all related evidence with its bid. Contractor shall be responsible for providing this Affidavit to all subcontractors who will perform work on the project. All subcontractors’ Affidavits and supporting documentation must be submitted no later than the date and time of the contract award. Failure to comply with all submission requirements may result in a determination that the Contractor is not a responsible bidder.

For the remainder of this Affidavit, “Contractor” refers to the general contractor and all subcontractors. Each item must be answered. If the question is not applicable, answer “NA.” If the answer is none, answer “none.”

The certifications set forth in this Affidavit and all documents attached hereto shall become a part of any contract awarded to the Contractor. Furthermore, Contractor shall comply with these certifications during the term and/or performance of the contract.

The undersigned _____, as _____ and on behalf
(Name) (Title)
of John Burns Construction having been duly sworn under oath certifies that:
(Contractor)

Business Organization

The form of business organization of the Contractor is (check one):

Sole Proprietor or Partnership

LLC

Corporation

Independent Contractor (Individual)

If contractor/subcontractor is a corporation, indicate the state and the date of incorporation:

Authorized to do business in the State of Illinois:

Yes [] No []

Describe supporting documentation attached: _____

Federal Employer I.D. #: _____

Social Security # (if an individual or sole proprietor): _____

If any of the above license(s) have been revoked or suspended, state the date and reason for suspension/revocation:

Documentation Attached (Contractor must initial next to each item):

_____ Form A: Name and address of subcontractors from whom Contractor has accepted a bid or intends to hire to perform work on any part of the project.

NOTE: All subcontractors shall complete and submit an Affidavit of Compliance no later than the date the subcontractor commences work on the project.

_____ Form B: List of individuals who will perform work on the project on behalf of the Contractor, verifying that each individual is properly classified as an employee or independent contractor. Contractor also verifies that all Contractor's employees are covered under a current workers' compensation policy, properly classified under the workers' compensation policy, and covered by a health and welfare and retirement plan.

_____ Form C Additional Information (if required)

_____ Certificate of Good Standing
(or other evidence of compliance with laws pre-requisite to doing business in the state)

_____ Illinois Department of Revenue registration

_____ Illinois Department of Employment Security registration

_____ Standards of Apprenticeship/Apprentice Agreements

_____ Substance Abuse Prevention program (or applicable provision from CBA in effect)

_____ Written Safety Policy Statement signed by company representative

_____ OSHA cards evidencing 10-hour or greater safety program completed, if requested

_____ Workers' Compensation Coverage

_____ Professional or Trade Licenses

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.

John Burns Construction
Name of Contractor (please print)

Submitted by (signature)

Title

Certificate of Compliance with Substance Abuse Prevention on Public Works Projects Act

The undersigned hereby certifies that:

- A. There is in place a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (P.A. 95-0635), and has provided a written copy thereof to the Village of Tinley Park.
- B. There is in place a collective bargaining agreement which deals with the subject matter of the Substance Abuse Prevention on Public Works Projects Act (P.A. 95-0635)

(Cross out either A or B depending upon which certification is correct)

John Burns Construction
Name of Contractor (please print)

Submitted by (signature)

Title

Certificate of Compliance with Prevailing Wage Requirements

The undersigned hereby certifies that:

This contract calls for the construction of a “public work,” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (“the Act”). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current “prevailing rate of wages” (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://www.state.il.us/agency/idol/rates/rates.HTM>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department’s web site for revisions to prevailing wage rates. For information regarding

John Burns Construction

BY: _____

Date

Printed Name: _____

Title: _____

VILLAGE OF TINLEY PARK

BY: _____

Date

Jacob C. Vandenberg, Village President
(required if Contract is \$20,000 or more)

ATTEST:

Village Clerk

Date

(required if Contract is \$20,000 or more)

VILLAGE OF TINLEY PARK

BY: _____

Date

Village Manager

□

Exhibit B

INSURANCE REQUIREMENTS

(See Risk Manager for Insurance Requirements)

List any determinations by a court or governmental agency for violations of federal, state or local laws, including but not limited to violations of contracting or antitrust laws, tax or licensing laws, environmental laws, the Occupational Safety and Health Act (OSHA), the National Labor Relations Act (NLRA), or federal Davis-Bacon and related Acts.

Date	Law	Determination	Penalty



ADDITIONAL REMARKS SCHEDULE

AGENCY Assurance Agency, Ltd		NAMED INSURED John Burns Construction Company 17601 Southwest Highway Orland Park IL 60467	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Umbrella Follows form.

	Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement
--	--

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:**

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**.
However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS is amended to add the following definition:**

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

A. is currently in effect or becomes effective during the term of this policy; and

B. was executed prior to:

1. the **bodily injury or property damage**; or
2. the offense that caused the **personal and advertising injury**;

for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.
--

CNA75079XX (10-16)

Page 2 of 2

National Fire Insurance Co. of Hartford

Insured Name: John Burns Construction Company

Policy No: 6072439196

Endorsement No: 01

Effective Date: 7/1/2019



August 3rd, 2020

Village of Tinley Park
Mr. Terry Lusby
16250 Oak Park Ave.
Tinley Park, IL 60477

RE: Village of Tinley Park Phase 4 LED, 4a, and 4b Projects LED street Lighting Replacement Projects

Please consider this letter an official declaration of John Burns Construction's continued interest in providing construction services for 2020. We look forward to working with you and the Village of Tinley Park for the upcoming Village of Tinley Park LED street lighting replacement projects.

Sincerely,

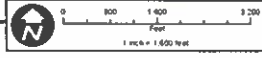
A handwritten signature in black ink, appearing to read "Colleen Donahue", written in a cursive style.

Colleen Donahue
Project Manager
John Burns Construction Company



LEGEND

- VILLAGE STREET LIGHTS
- VILLAGE LED STREET LIGHTS
- PROPOSED PHASE 4 LED CONVERSION (QTY = 369)
- PROPOSED PHASE 4A LED CONVERSION (QTY = 54)
- PROPOSED PHASE 4B LED CONVERSION (QTY = 145)
- ▲ FOOT STREET LIGHTS
- VILLAGE LIMITS



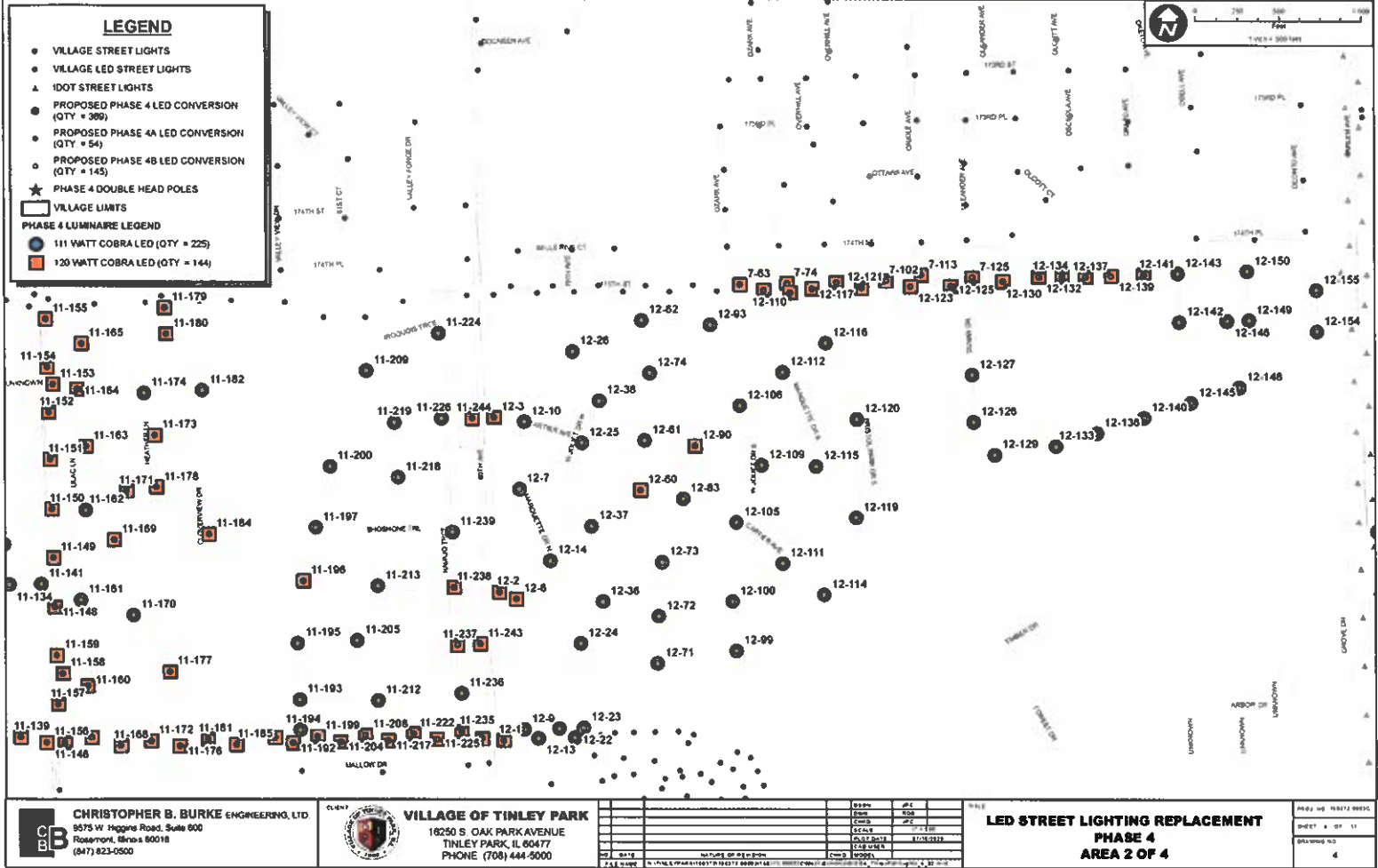
CHRISTOPHER B. BURKE ENGINEERING, LTD
 3075 W. Higgins Road, Suite 600
 Rosemont, Illinois 60018
 (847) 823-0500

VILLAGE OF TINLEY PARK
 18250 S. OAK PARK AVENUE
 TINLEY PARK, IL 60477
 PHONE (708) 444-3000

NO.	DATE	DESCRIPTION	BY	CHKD.
1	08/11/2021	ISSUED FOR PERMIT	CB	CB
2	08/11/2021	REVISED PER PERMIT	CB	CB
3	08/11/2021	REVISED PER PERMIT	CB	CB
4	08/11/2021	REVISED PER PERMIT	CB	CB
5	08/11/2021	REVISED PER PERMIT	CB	CB
6	08/11/2021	REVISED PER PERMIT	CB	CB
7	08/11/2021	REVISED PER PERMIT	CB	CB
8	08/11/2021	REVISED PER PERMIT	CB	CB
9	08/11/2021	REVISED PER PERMIT	CB	CB
10	08/11/2021	REVISED PER PERMIT	CB	CB

**LED STREET LIGHTING REPLACEMENT
 PHASE 4
 OVERALL MAP**

PROJ. NO. 18177-0000
 SHEET 2 OF 14
 DATE: 08/11/2021

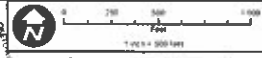


LEGEND

- VILLAGE STREET LIGHTS
- VILLAGE LED STREET LIGHTS
- ▲ IDOT STREET LIGHTS
- PROPOSED PHASE 4 LED CONVERSION (QTY = 399)
- PROPOSED PHASE 4A LED CONVERSION (QTY = 54)
- PROPOSED PHASE 4B LED CONVERSION (QTY = 145)
- ★ PHASE 4 DOUBLE HEAD POLES
- VILLAGE LIMITS

PHASE 4 LUMINAIRE LEGEND

- 111 WATT COBRA LED (QTY = 225)
- 120 WATT COBRA LED (QTY = 144)



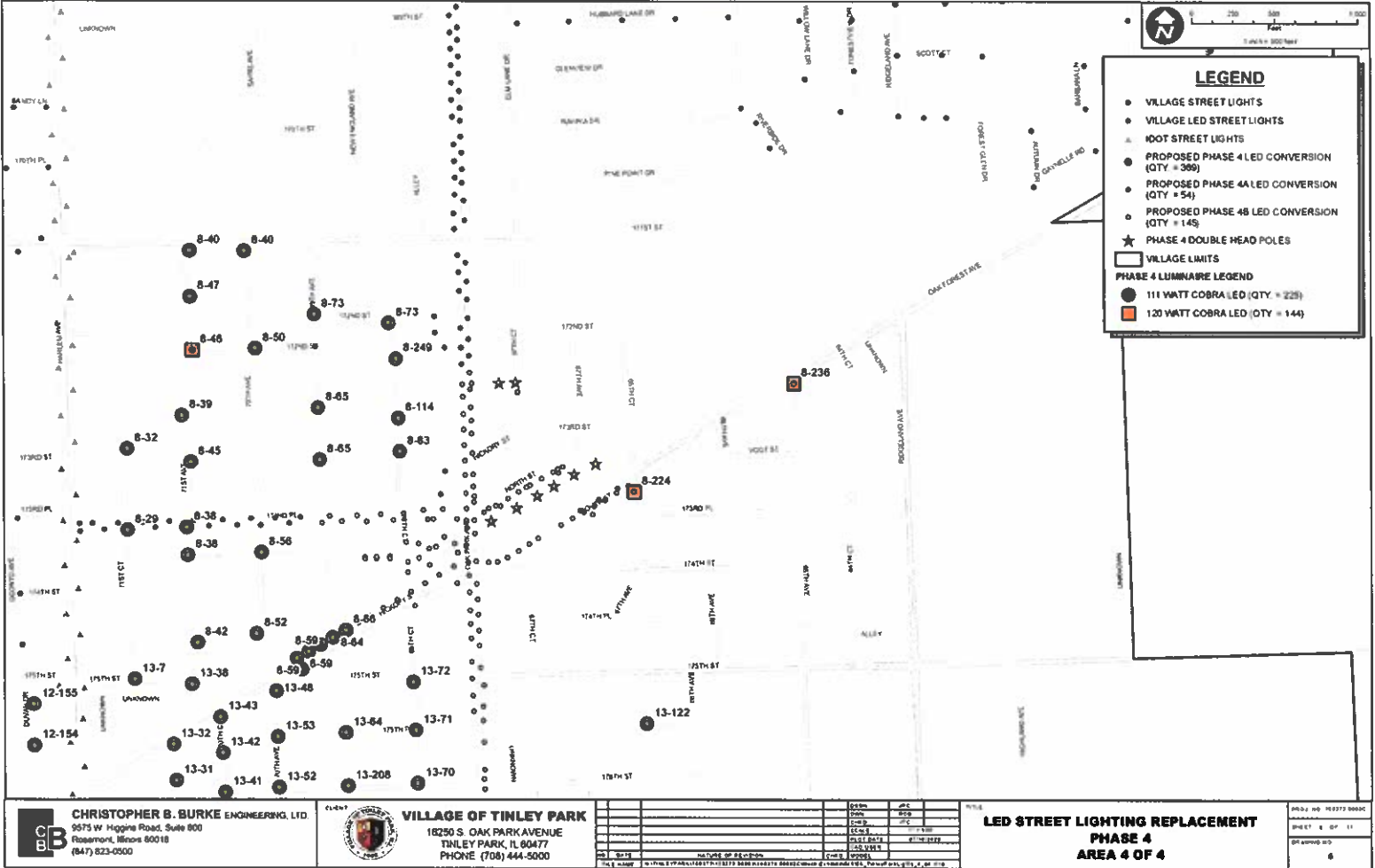
CB
 CHRISTOPHER B. BURKE ENGINEERING, LTD.
 9075 W Higgins Road, Suite 600
 Rosemont, Illinois 60018
 (847) 823-0500

VILLAGE OF TINLEY PARK
 16250 S OAK PARK AVENUE
 TINLEY PARK, IL 60477
 PHONE (708) 444-5000

NO.	DATE	NATURE OF REVISION	BY	CHKD.

**LED STREET LIGHTING REPLACEMENT
 PHASE 4
 AREA 2 OF 4**

Proj. No. 16012-0000
 SHEET # OF 11
 DRAWING NO.
 4



LEGEND	
●	VILLAGE STREET LIGHTS
■	VILLAGE LED STREET LIGHTS
▲	HOV STREET LIGHTS
●	PROPOSED PHASE 4 LED CONVERSION (QTY = 269)
●	PROPOSED PHASE 4A LED CONVERSION (QTY = 54)
●	PROPOSED PHASE 4B LED CONVERSION (QTY = 148)
★	PHASE 4 DOUBLE HEAD POLES
□	VILLAGE LIMITS
PHASE 4 LUMINAIRE LEGEND	
●	111 WATT COBRA LED (QTY = 229)
■	120 WATT COBRA LED (QTY = 144)

CHRISTOPHER B. BURKE ENGINEERING, LTD.
 9575 W Higgins Road, Suite 800
 Rosemont, Illinois 60018
 (847) 823-0500

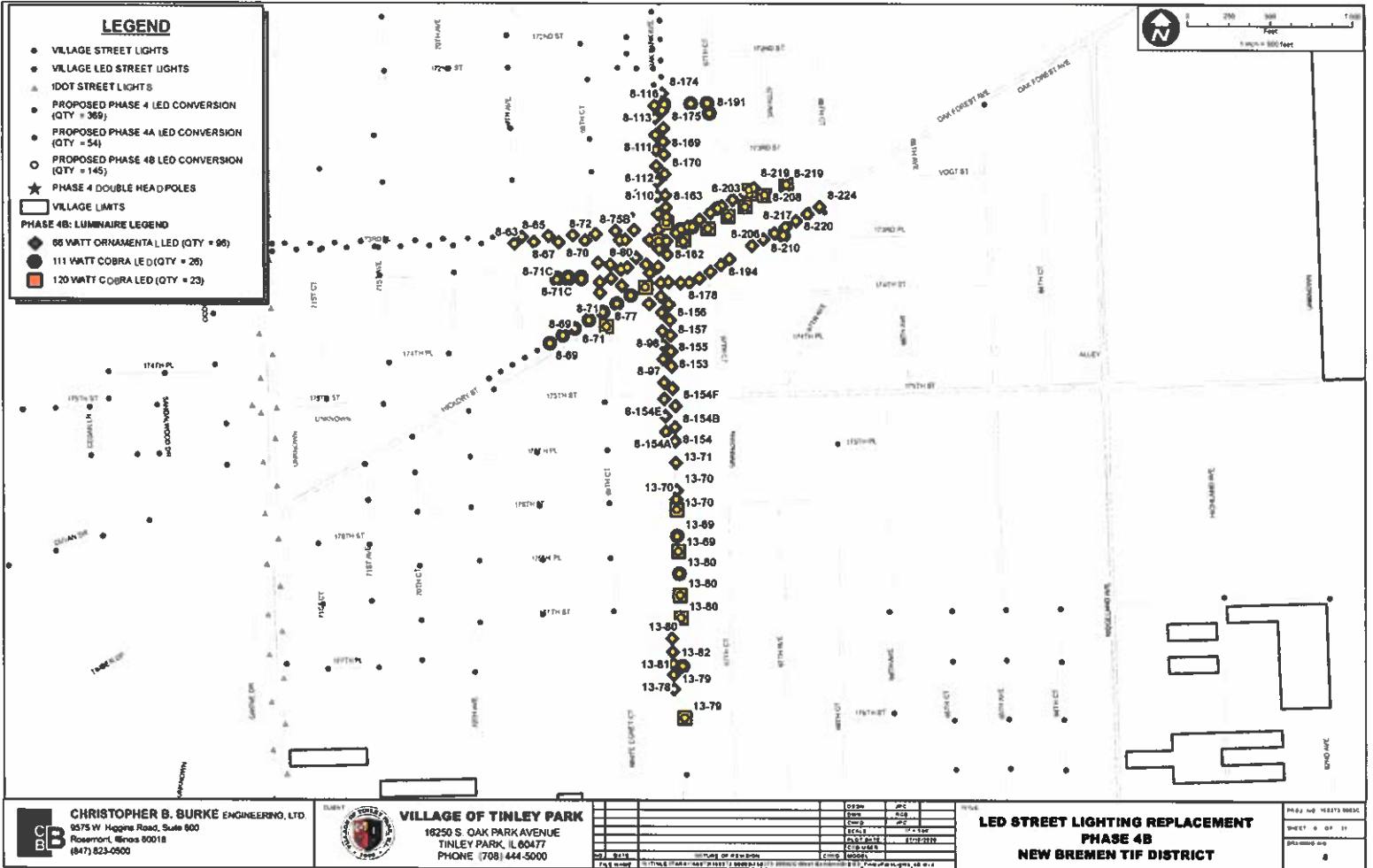
VILLAGE OF TINLEY PARK
 18250 S. OAK PARK AVENUE
 TINLEY PARK, IL 60477
 PHONE (708) 444-5000



DATE	DESCRIPTION	BY	CHK
02/01/2024	ISSUE FOR PERMITS	CB	AK
02/15/2024	ISSUE FOR PERMITS	CB	AK
02/20/2024	ISSUE FOR PERMITS	CB	AK
03/05/2024	ISSUE FOR PERMITS	CB	AK
03/15/2024	ISSUE FOR PERMITS	CB	AK
03/25/2024	ISSUE FOR PERMITS	CB	AK
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04/25/2024	ISSUE FOR PERMITS	CB	AK
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07/25/2024	ISSUE FOR PERMITS	CB	AK
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09/05/2024	ISSUE FOR PERMITS	CB	AK
09/15/2024	ISSUE FOR PERMITS	CB	AK
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10/25/2024	ISSUE FOR PERMITS	CB	AK
11/05/2024	ISSUE FOR PERMITS	CB	AK
11/15/2024	ISSUE FOR PERMITS	CB	AK
11/25/2024	ISSUE FOR PERMITS	CB	AK
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12/25/2024	ISSUE FOR PERMITS	CB	AK

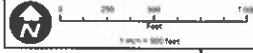
**LED STREET LIGHTING REPLACEMENT
 PHASE 4
 AREA 4 OF 4**

PROJ NO: 19272 0000C
 SHEET 8 OF 11
 DATE: 02/01/2024



LEGEND

- VILLAGE STREET LIGHTS
 - VILLAGE LED STREET LIGHTS
 - ▲ IDOT STREET LIGHTS
 - PROPOSED PHASE 4A LED CONVERSION (QTY = 369)
 - PROPOSED PHASE 4A LED CONVERSION (QTY = 54)
 - PROPOSED PHASE 4B LED CONVERSION (QTY = 145)
 - ★ PHASE 4 DOUBLE HEAD POLES
 - VILLAGE LIMITS
- PHASE 4B: LUMINAIRE LEGEND**
- 86 WATT ORNAMENTAL LED (QTY = 95)
 - 111 WATT COBRA LED (QTY = 26)
 - 120 WATT COBRA LED (QTY = 23)



CHRISTOPHER B. BURKE ENGINEERING, LTD.
 9375 W Higgins Road, Suite 600
 Rosemont, Illinois 60018
 (847) 823-0900

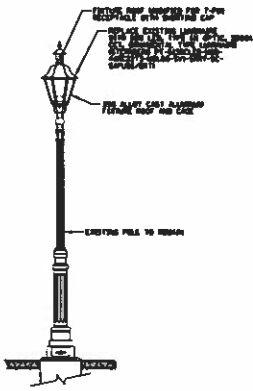


VILLAGE OF TINLEY PARK
 16250 S. OAK PARK AVENUE
 TINLEY PARK, IL 60477
 PHONE (708) 444-5000

DATE	DESCRIPTION	BY	CHKD

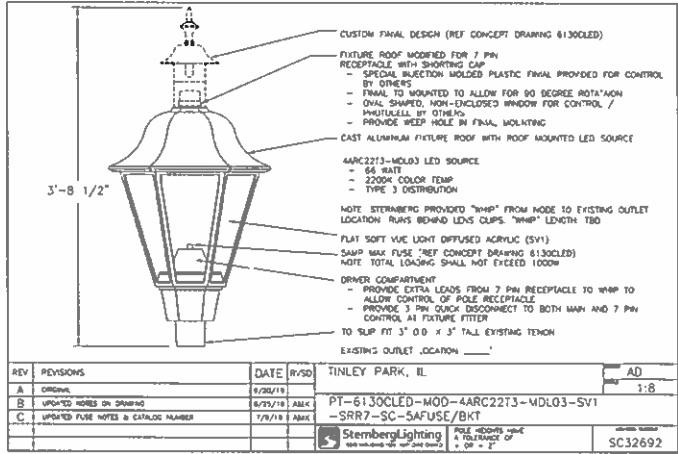
**LED STREET LIGHTING REPLACEMENT
 PHASE 4B
 NEW BREMEN TIF DISTRICT**

PROJECT NO.	182713-0003
SHEET NO.	OF 11
DATE	8/1/2019
DESIGNED BY	
CHECKED BY	
DATE	



NOTES
 1. CONTRACTOR SHALL INSTALL THE 10 AMP SAFETY FUSE FROM PHASE A, PHASE A & PHASE B CONTRACTOR TO COORDINATE WITH VILLAGE.

ORNAMENTAL LIGHT STANDARD DETAIL
 1:1



REV	REVISIONS	DATE	BY/SD	TINLEY PARK, IL	AD
A	ORIGINAL	6/28/19			1:8
B	UPDATED NOTES ON DRAWING	6/25/19	ABK	PT-6130CLED-MOD-44RC22T3-MDL03-SV1 -SRR7-SC-SAFUSE/BKT	
C	UPDATED FUSE NOTES & CATALOG NUMBER	7/9/19	ABK		

STERNBERG ORNAMENTAL LED LIGHT
 1:1

CHRISTOPHER B. BURKE ENGINEERING, LTD.
 8575 W. Higgins Road, Suite 800
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VILLAGE OF TINLEY PARK
 16250 S. OAK PARK AVENUE
 TINLEY PARK, IL 60477
 PHONE: (708) 444-5000

NO.	DATE	BY	CHK	APP.	DATE	BY	CHK	APP.

**LED STREET LIGHTING REPLACEMENT
 PHASE 4
 ELECTRICAL DETAILS (2 OF 2)**

FIG. NO. 2022-00000
 DATE: 7/9/2019
 SHEET 20 OF 22
 DRAWING NO.
 10