

MEETING NOTICE

NOTICE IS HEREBY GIVEN that the Regular Meeting of the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois will be held on Tuesday, July 16, 2019, beginning at 7:30 PM in the Council Chambers at the Village Hall of Tinley Park, 16250 South Oak Park Avenue, Tinley Park, Illinois.

7:30 PM CALL TO ORDER

 PLEDGE OF ALLEGIANCE

 ROLL CALL

ITEM #1

SUBJECT: CONSIDER APPROVAL OF AGENDA

ACTION: Discussion - **Consider approval of agenda as written or amended.**

COMMENTS: _____

ITEM #2

SUBJECT: CONSIDER APPROVAL OF MINUTES OF THE SPECIAL
 VILLAGE BOARD MEETING HELD ON JULY, 2, 2019

ACTION: Discussion: **Consider approval of minutes as written or amended.**

COMMENTS: _____

ITEM #3

SUBJECT: CONDUCT A SWEARING IN CEREMONY FOR POLICE OFFICERS JOHN
 SUTKO, SARAH JASPERSE, AND MOZALE MC HENRY. - **Trustee**
 Brennan

ACTION: Discussion: The aforementioned police officers were recently appointed by the
 Civil Service Commission.

 John Sutko earned a bachelor's degree in criminal justice from Lewis
 University. He has two years of experience as a certified police officer in Palos
 Park, Indian Head Park, and Seneca Police Departments and was a former
 community service officer in Palos Heights.

Sarah Jasperse earned a bachelor's degree in criminal justice and Spanish from Trinity Christian College. She has nearly five years of experience as a certified police officer in Burbank and Evergreen Park Police Departments and has experience as an operator with the SSERT Swat Team.

Mozale McHenry earned a bachelor's degree in business from Valparaiso University. He has seven years of experience as a certified police officer in Orland Park and Schaumburg Police Departments and University of Chicago Public Safety. He is a resident of Tinley Park. **Clerk Thirion to swear in Officer John Sutko, Officer Sarah Jasperse, and Officer Mozale McHenry.**

COMMENTS:

ITEM #4

SUBJECT: CONSIDER APPROVAL OF THE FOLLOWING CONSENT AGENDA ITEMS:

- A. CONSIDER RESOLUTION 2019-R-070 AUTHORIZING A FIRST AMENDMENT TO A 911 COMMUNICATIONS AND EMERGENCY MANAGEMENT AGREEMENT WITH MABAS.
- B. CONSIDER REQUEST FROM THE CRISIS CENTER FOR SOUTH SUBURBIA TO CONDUCT A RAFFLE THROUGH AUGUST 13, 2019 WITH THE WINNER BEING DRAWN ON THAT DAY AT SILVER LAKE COUNTRY CLUB IN ORLAND PARK.
- C. CONSIDER REQUEST FROM FAMILY OUTREACH PROGRAM TO CONDUCT A TAG DAY FUNDRAISER ON FRIDAY AND SATURDAY, AUGUST 2 AND 3, 2019, AT CERTAIN INTERSECTIONS IN THE VILLAGE OF TINLEY PARK.
- D. CONSIDER REQUEST FROM MISERICORDIA HEART OF MERCY TO CONDUCT A TAG DAY FUNDRAISER ON FRIDAY AND SATURDAY, APRIL 24 AND 25, 2020, AT CERTAIN INTERSECTIONS IN THE VILLAGE OF TINLEY PARK.
- E. CONSIDER REQUEST FOR BLOCK PARTY PERMIT ON SATURDAY, AUGUST 10, 2019, AT 16700 TO 16800 OKETO AVENUE FROM 2:00 P.M. TO 10:00 P.M.
- F. CONSIDER REQUEST FOR A BLOCK PARTY PERMIT ON SATURDAY, AUGUST 17, 2019, AT 20029 BOYNE DRIVE TO 20018 SILVERSIDE DRIVE FROM 3:30 P.M. TO 10:00 P.M.
- G. CONSIDER REQUEST FOR A BLOCK PARTY PERMIT ON SATURDAY, AUGUST 10, 2019, ON 180TH STREET BETWEEN 6401 180TH STREET AND 18013 65TH AVENUE FROM NOON TO 9:30 P.M.
- H. CONSIDER PAYMENT OF OUTSTANDING BILLS IN THE AMOUNT OF \$1,783,217.02 AS LISTED ON THE VENDOR BOARD APPROVAL REPORTS DATED JULY 3 AND JULY 12, 2019

Discussion: **Consider approval of consent agenda items.**

COMMENTS: _____

ITEM #5

SUBJECT: CONSIDER ADOPTING RESOLUTION 2019-R-068 APPROVING AN EXTENDED TERM AGREEMENT (TWO YEAR), AMENDMENT NO. 1 WITH MC SQUARED ENERGY SERVICES, LLC FOR AN ELECTRICAL AGGREGATION PROGRAM - **Trustee Brady**

ACTION: Discussion: The Village's current electrical aggregation contract comes to an end in October. Our consultant NIMEC has recommended the Village continue the 100% green aggregation program. In this program, MC Squared will remain the supplier and provide all residents in the aggregate with 100% renewable energy at the same cost of the ComEd rate. Based on discussion at the July 9th Administration & Legal Committee, it is recommended the Village enter into a two year agreement. **This resolution is eligible for adoption.**

COMMENTS: _____

ITEM #6

SUBJECT: CONSIDER ADOPTING RESOLUTION 2019-R-071 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND DENLER INC. FOR THE FY 2019-2021 CRACK SEALING PROGRAM FOR FY 2020. - **Trustee Glotz**

ACTION: Discussion: Denler, Inc. was awarded the multi-year crack sealing program contract for the fiscal year (FY) 2019. FY 2020 is the second year (of three) for this maintenance contract. Work for this project includes crack sealing of various Village streets and municipal parking lots at the same unit prices awarded in the first year of the contract and under the same standards as outlined in the plans and specifications.

At this time, we would recommend that the Village award the second year of this contract to the low responsive bidder, Denler, Inc. in the amount of One Hundred and Twenty-Five Thousand Two Hundred Forty Thousand Dollars. (\$125,240).

<u>Contractor</u>	<u>As Read & Location</u>	<u>Calculated Bid</u>
Denler	Mokena, IL	\$125,240
SKC Construction	Elgin, IL	\$180,600
<i>Engineer's Estimate</i>		<i>\$180,000</i>

Consider awarding a contract to Denler, Inc. in the amount of \$125,240. This item was discussed at the Public Works committee meeting held on July 9, 2019. **This resolution is eligible for adoption.**

COMMENTS: _____

ITEM #7

SUBJECT: CONSIDER ADOPTING RESOLUTION NUMBER 2019-R-072 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND JOHN BURNS CONSTRUCTION FOR LED STREET LIGHTING REPLACEMENT - PHASE 3 PROJECT - **Trustee Glotz**

ACTION: Discussion: Work consists of the removal and replacement of street lighting luminaires within the specified areas as presented in the details of the contract documents. Scope of work includes demolition and removal of existing HID type fixtures, verification that existing materials are up to current electrical code standards, necessary repairs and replacement of luminaire with specified LED type fixture. The work also includes related repairs as necessary to complete the work. Five (5) bids were received as follows:

<u>Contractor</u>	<u>Bid As Read & Calculated</u>
John Burns Construction, Orland Park, IL	\$ 335,307.00
Excel Electric Inc., Frankfort, IL	\$ 352,259.00
H & H Electric, Franklin Park, IL	\$ 367,355.80
Utility Dynamics Corp., Oswego, IL	\$ 370,294.00
Meade Electric, McCook, IL	\$ 380,485.00
 Budget Available	 \$341,600.00
Lowest Responsible Bidder	\$335,307.00
 Difference (Under Budget)	 \$6,293.00

Consider awarding this contract to John Burns Construction, of Orland Park, IL in the amount not to exceed \$335,307 for the LED Street Lighting Replacement – Phase 3 Project. This item was discussed at the Public Works Committee meeting held on July 9, 2019. **This resolution is eligible for adoption.**

COMMENTS: _____

ITEM #8

SUBJECT: CONSIDER ADOPTING RESOLUTION NUMBER 2019-R-073 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND F.H. PASCHEN FOR JOB ORDER CONTRACT (JOC) TO REPLACE VILLAGE COUNCIL CHAMBERS CONDENSING UNIT & AIR HANDLER. - **Trustee Glotz**

ACTION: Discussion: The Public Works Department is requesting authorization to replace the existing condensing unit and air handler at the Village Hall Council Chambers utilizing the Job Order Contracting (JOC) procurement method. F.H. Paschen is the awarded general contractor that will perform the work under an existing cooperative contract through the City of Naperville.

The existing air handling unit is approximately 30 year old building and the condensing unit approximately 10 years old and both have experienced several failures in the past years. The existing evaporator coil has had several leaks repaired and the blower section needs a new drive shaft and bearings. The replacement of the handling unit incorporates the condensing unit as well. Also, this unit uses R-22 refrigerant which costs \$55.00 per pound and going up every year. R-22 will no longer be manufactured after 2020 due the US Environmental Protection Agency deeming it illegal in the United States because of its harmful effects on the ozone layer. The units have reached their life expectancy and should be updated for overall energy efficiency.

Funding is budgeted and available in the approved fiscal year 2020 Capital Projects Budget in the amount of \$156,000.

Consider awarding a JOC contract to Gordian/F.H. Paschen, S.N. Nielsen & Associates in the amount of \$149,839.14. This item was discussed at the Public Works committee Meeting held on July 9, 2019. **This resolution is eligible for adoption.**

COMMENTS: _____

ITEM #9

SUBJECT: CONSIDER ADOPTING RESOLUTION NUMBER 2019-R-074 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND F.H. PASCHEN FOR JOB ORDER CONTRACT (JOC) TO REPLACE VILLAGE HALL MAIN OFFICE AREA CONDENSING UNIT & EVAPORATOR COIL - **Trustee Glotz**

ACTION: Discussion: The Public Works Department is requesting authorization to replace the existing condensing unit and evaporator coil at the Village Hall utilizing the Job Order Contracting (JOC) procurement method. F.H. Paschen is the awarded general contractor that will perform the work under an existing cooperative contract through the City of Naperville.

The existing condensing unit and evaporator coil are approximately 15 years old and have experienced several failures in the past. The existing Trane condensing unit has had several leaks repaired along the tube sheet; which has caused a loss of oil and compressor failure. Also, this unit uses R-22 refrigerant which costs \$55.00 per pound and going up every year. R-22 will no longer be manufactured after 2020 due the US Environmental Protection Agency deeming it illegal in the United States because of its harmful effects on the ozone layer. The units have reached their life expectancy and should be updated for overall energy efficiency.

Funding is budgeted and available in the approved fiscal year 2020 Capital Projects Budget in the amount of \$132,000.

Consider awarding a JOC contract to Gordian/F.H. Paschen, S.N. Nielsen & Associates in the amount of \$130,833.14. This item was discussed at the Public Works committee Meeting held on July 9, 2019. **This resolution is eligible for adoption.**

COMMENTS: _____

ITEM #10

SUBJECT: CONSIDER ADOPTING RESOLUTION NUMBER 2019-R-075 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND VISU-SEWER FOR POST 7 FORCED MAIN SEWER LINING - **Trustee Glotz**

ACTION: Discussion: Upon completion of a bid process for forced sanitary sewer main sewer lining from Post 7 Lift Station to Normandy Drive, the following bids were received.

<u>Contractor:</u>	<u>Location</u>	<u>Bid</u>
Visu-Sewer	Bridgeview, IL	\$1,061,770.00
Michels Corporation	Bedford Park, IL	\$1,175,238.00
Insituform Technologies	Orland Park,IL	\$2,113,600.00

The approved fiscal year budget has \$1,267,402 available for this project. Consider awarding a contract to Visu-Sewer for \$1,061,770. This item was discussed at the Public Works Committee Meeting held on July 9, 2019 **This resolution is eligible for adoption.**

COMMENTS:

ITEM #11

SUBJECT: CONSIDER ADOPTING RESOLUTION NUMBER 2019-R-076
APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY
PARK AND CRYDER ENTERPRISES FOR HYDRANT PAINTING - **Trustee
Glutz**

ACTION: Discussion: Public Works solicited this work last year through a Request for Qualifications (RFQ), which was awarded to Cryder Enterprises. The contract was intended to be renewable for three one year contracts, but this verbiage was missed in the issued copy of the RF and final contract. The RFQ process was utilized last year due to specific requirements beyond typical painting scopes and were established due to a history of unsatisfactory work provided from low bidders when using the normal bidding process. Previous contractors were also unable to complete the required work within the allotted timeframe and work that was completed was not able to meet Village standards. Staff is requesting to extend the previously approved contract an additional year and continue with the current contractor for this program and waive the bidding process. Cryder Enterprises has done great work in Tinley Park and many other municipalities. They are familiar with the requirements the Village has set and the paint used on the fire hydrants has exceeded those standards. Cryder's work has already proven to last much longer than previous contractors. Cryder Enterprises has agreed to keep the originally quoted price to paint each fire hydrant the same as the prior contract.

<u>Contractor:</u>	<u>Location</u>	<u>Quote</u>
Cryder Enterprises	Minooka, IL	\$83.00/hydrant

Consider awarding a contract to Cryder Enterprises in the amount of \$117,130. This item was discussed at the Public Works Committee Meeting held on July 9, 2019. **This resolution is eligible for adoption.**

COMMENTS:

ITEM #12

SUBJECT: CONSIDER ADOPTING RESOLUTION NUMBER 2019-R-077
APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY
PARK AND AUSTIN TYLER CONSTRUCTION FOR WATER MAIN
IMPROVEMENTS - **Trustee Glutz**

ACTION: Discussion: The Village advertised bids using BHFX, an online bidding database, with bid opening on April 30, 2019. A total of ten (10) contractors downloaded the bid packet, with four (4) contractors submitting bids for the project. This pool included a large number of contractors who bid Village projects on a regular basis. A legal notice was not published in the local newspaper for this project. With the omission of the public notice, we are requesting the competitive bidding process be waived for this project, based on the four (4) competitive bids received from the large number of contractors who were aware of the project.

<u>Contractor:</u>	<u>Location</u>	<u>Bid</u>
Austin Tyler Construction	Elwood, IL	\$726,212.64
Spiess Construction	Frankfort, IL	\$870,040.20
LGS Plumbing	Crown Point, IN	\$885,697.00
M & J Underground	Monee, IL	\$1,000,220.83

Engineer's Estimate \$979,205.00

Consider awarding a contract to Austin Tyler Construction for \$726,212.64. This item was discussed at the Public Works Committee Meeting held on July 9, 2019. **This resolution is eligible for adoption.**

COMMENTS: _____

ITEM #13

SUBJECT: CONSIDER ADOPTING RESOLUTION NUMBER 2019-R-078 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND CORDOGAN CLARK ARCHITECTS FOR THE PUBLIC SAFETY BUILDING I.T. ROOM DESIGN. - **Trustee Glotz**

ACTION: Discussion: Based on the recently released Architect RFQ, interviews were conducted May 30th 2019 to determine the best firm to enter into an agreement with for professional services. There were six (6) proposals submitted in response to the RFQ and three (3) firms were interviewed, including: Robert Juris & Associates, Batir, and Cordogan Clark Architects.

It was determined by the review team that the finalist that best represented our collective needs, able to offer architecture and construction management services, and recommend a fiscally sound solution would be Cordogan Clark. It is recommended that the Village approves a professional services contract with Cordogan Clark Architecture for Architectural / Engineering services at a cost of \$48,510 and Construction Management services at a starting cost of \$15,000 plus 3% of the overall construction cost estimated at \$630,000 (\$18,900). Cordogan Clarks' schedule of fees were comparable with competitors and a guaranteed maximum price (GMP) will be established in the near future once scope is finalized and subcontractor bids are received.

Consider awarding a Professional Service Contract with Cordogan Clark for the A/E Services in the amount of \$48,510 and CM Services at the initial cost of \$15,000 and 3% of the final construction cost as described. This item was discussed at the Public Works Committee meeting held on July 9th, 2019. **This resolution is eligible for adoption.**

COMMENTS: _____

ITEM #14

SUBJECT: CONSIDER ADOPTING ORDINANCE 2019-O-038 AMENDING TITLE XI CHAPTER 120 OF THE TINLEY PARK MUNICIPAL CODE ENTITLED “COMPREHENSIVE REGULATION OF TOBACCO PRODUCTS” - **Trustee Brennan**

ACTION: Discussion: With the approval of Public Act 101-002, the Tobacco 21 law became effective on July 1, 2019. This new law raises the legal age from 18 to 21 to purchase tobacco products. As such, the Village will need to amend Section 120.06 "Prohibited Sales" of the Tinley Park Municipal Code to reflect the State's new age requirement. **This ordinance is eligible for adoption.**

COMMENTS: _____

ITEM #15

SUBJECT: CONSIDER ADOPTING ORDINANCE 2019-R-039 AMENDING CERTAIN PORTIONS OF SECTION THREE OF THE PAY SCALES AND FRINGE BENEFITS ORDINANCE FOR FISCAL YEAR ENDING APRIL 20, 2019 - **Trustee Brennan**

ACTION: Discussion: Staff drafted a proposed Fire Pay Plan that was reviewed and approved by the Committee of the Whole on April 10, 2019. However, the decision was made to table implementation only until additional research into funding and plan structure options was conducted, based on questions raised at Committee. At the July 9, 2019 meeting, the revised Fire Pay Plan was recommended to move to Village Board level for review and approval by the Public Safety Committee. **This ordinance is eligible for adoption.**

COMMENTS: _____

ITEM #16

SUBJECT: CONSIDER ADOPTING RESOLUTION 2019-R-069 AUTHORIZING THE RENEWAL OF THE VILLAGE HEALTH INSURANCE CONTRACT WITH BLUE CROSS BLUE SHIELD OF ILLINOIS - **Trustee Galante**

ACTION: Discussion: This action would authorize the renewal of the Village's Health and Dental Insurance contract with Blue Cross Blue Shield of Illinois, for the 2019-2020 plan year, effective October 1, 2019. After negotiation, the proposed renewal reflects a decrease of -4.5% for medical and 1.7% increase for dental. The Village included an estimated 8% increase in the current budget for the insurance renewal. As such, the renewal as presented is favorable to the budget. This item was discussed at the June 24, 2019, Finance Committee meeting and was recommended for approval. Consider authorizing the renewal of the Village's Health/Dental Insurance Policy with Blue Cross Blue Shield of Illinois. **This Resolution is eligible for adoption.**

COMMENTS: _____

ITEM #17

SUBJECT: RECEIVE COMMENTS FROM STAFF -

COMMENTS: _____

ITEM #18

SUBJECT: RECEIVE COMMENTS FROM THE BOARD -

COMMENTS: _____

ITEM #19

SUBJECT: RECEIVE COMMENTS FROM THE PUBLIC -

COMMENTS: _____

ITEM #20

SUBJECT: ADJOURN TO EXECUTIVE SESSION TO DISCUSS:

- A. THE APPOINTMENT, EMPLOYMENT, COMPENSATION, DISCIPLINE, PERFORMANCE, OR DISMISSAL OF SPECIFIC EMPLOYEES OF THE PUBLIC BODY OR LEGAL COUNSEL FOR THE EMPLOYEES OF THE PUBLIC BODY OR LEGAL COUNSEL FOR THE PUBLIC BODY, INCLUDING HEARING TESTIMONY ON A COMPLAINT LODGED AGAINST AN EMPLOYEE OF THE PUBLIC BODY OR AGAINST LEGAL COUNSEL FOR THE PUBLIC BODY TO DETERMINE ITS VALIDITY.
- B. LITIGATION, WHEN AN ACTION AGAINST, AFFECTING OR ON BEHALF OF THE PARTICULAR PUBLIC BODY HAS BEEN FILED AND IS PENDING BEFORE A COURT OR ADMINISTRATIVE TRIBUNAL, OR WHEN THE PUBLIC BODY FINDS THAT AN ACTION IS PROBABLE OR IMMINENT, IN WHICH CASE THE BASIS FOR THE FINDING SHALL BE RECORDED AND ENTERED INTO THE MINUTES OF THE CLOSED MEETING.
- C. THE PURCHASE OR LEASE OF REAL PROPERTY FOR THE USE OF THE PUBLIC BODY, INCLUDING MEETINGS HELD FOR THE PURPOSE OF DISCUSSING WHETHER A PARTICULAR PARCEL SHOULD BE ACQUIRED.
- D. THE SETTING OF A PRICE FOR SALE OR LEASE OF PROPERTY OWNED BY THE PUBLIC BODY.
- E. DISCUSSION OF MINUTES OF MEETINGS LAWFULLY CLOSED UNDER THIS ACT, WHETHER FOR PURPOSES OF APPROVAL BY THE BODY OF THE MINUTES OR SEMI-ANNUAL REVIEW OF THE MINUTES AS MANDATED BY SECTION 2.06.

ADJOURNMENT

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Special Meeting of the Board of Trustees - Minutes**MINUTES OF THE SPECIAL BOARD MEETING OF THE TRUSTEES,
VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES,
ILLINOIS, HELD JULY 2, 2019**

The special meeting of the Board of Trustees, Village of Tinley Park, Illinois, was held in the Council Chambers located in the Village Hall of Tinley Park, 16250 S. Oak Park Avenue, Tinley Park, IL on July 2, 2019. President Pro-Tem Glotz called this meeting to order at 7:30 p.m. and led the Board and audience in the Pledge of Allegiance.

Village President Pro-Tem: Michael W. Glotz
Designee of the Village Clerk: Terica Ketchum

Trustees: Cynthia A. Berg
William P. Brady
William A. Brennan
Diane M. Galante
Michael G. Mueller

Absent:
Village President: Jacob C. Vandenberg
Village Clerk: Kristin Thirion

Also Present:
Village Manager: David Niemeyer
Asst. Village Manager: Patrick Carr
Village Attorney: Patrick Connelly

Motion was made by Trustee Mueller, seconded by Trustee Brennan, to approve the agenda as written or amended for this meeting. Vote by voice call. President Pro-Tem Glotz declared the motion carried.

Motion was made by Trustee Galante, seconded by Trustee Brennan, to approve and place on file the minutes of the regular Village Board Meeting held on June 18, 2019. Vote by voice call. President Pro-Tem Glotz declared the motion carried.

Motion was made by Trustee Berg, seconded by Trustee Brennan to **APPOINT THE FOLLOWING INDIVIDUALS TO THE MARKETING, SISTER CITIES, PLANNING, AND ECONOMIC COMMERCIAL COMMISSIONS FOR THE 2020 FISCAL YEAR.** The following Marketing, Sister Cities, and Plan Commission appointments are being made for the 2020 Fiscal Year (**New Commission Members in bold**):

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Daniel Fitzgerald, Chair
 Beth McKernan
 Jackie Bobbitt
 Julie Dekker
 Dennis Suglich
 Stephanie Pyrzynski
Bernie Greenawalt
Jim Fuentes
Jim Green
Kelly Oswald
Paul Yedwofski
 Courtney Rourke, Associate
 Nick Markowicz, Associate
 Jason Freeland, Associate
 Nick Halikias Associate

Sister Cities

Patrick Rea, Chair
 Lucas Hawley
 Jim Muller
 Marilyn Bill
 Roxane Tyssen
 Joanne Dykhausen
 George Rohde

Plan

Garrett Gray, Chair
 Lucas Engel
 Eduardo Mani
 Tim Stanton
 Angela Gatto
 MaryAnn Aitchison
 Stephen Vick
Jim Gaskill
Curt Fielder

Economic Commercial

Jay Walsh, Chair
 Dennis Reidy
 Dino Sanfilippo
 Richard Osty
 Christine Obbagy
 Paul Spass
Frank Williams
Brian Potter
Chris Shoemaker
Dave Spedale

President Pro-Tem Glotz stated the Village Manager received a letter, indicating Jim Fuentes has withdrawn from the Marketing & Branding Commission. Trustee Brady thanked the former chair of Sister Cities for all of his hard work. Trustee Brady also thanked Pat Rea for accepting the chair position of Sister Cities Commission. President Pro-Tem Glotz thanked everyone for volunteering to work in the Commissions. Upon request, Mr. Rea summarized the history of the Sister Cities Commission.

President Pro-Tem Glotz asked if anyone cared to address the Board. No one came forward. Vote on roll call: Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. President Pro-Tem Glotz declared the motion carried.

Motion was made by Trustee Brennan, seconded by Trustee Brady to **APPOINT JESSIE GREEN TO THE POSITION OF SENIOR CUSTODIAN**. In order to provide sufficient oversight and supervision of in-house, after hour custodial staff, the Village Board approved the position of Senior Custodian in the FY20 budget. Recruitment brought forth 155 applicants for this position. After review and shortlisting, 8 candidates were interviewed and 4 were invited for second interviews. An interview panel consisting of members of Public Works and Human Resources determined that Jessie Green is the most qualified applicant for the Village. Jessie earned an Associate's Degree from Robert Morris University and has over ten years of customer service and supervisory experience. He recently served as Team Lead – Floor Tech at St. James Hospital, Materials Management Coordinator/Supervisor at Northwestern Memorial Hospital and as Customer Service Representative at EOS-American Water. President Pro-Tem Glotz asked if anyone cared to address the Board. No one came forward. Vote on roll call: Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. President Pro-Tem Glotz declared the motion carried.

Motion was made by Trustee Mueller, seconded by Trustee Brennan, to adopt and place on file **RESOLUTION 2019-R-066 AUTHORIZING AN AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT WITH GOVTEMPSUSA FOR PROVISION OF A PLANNING MANAGER**. It is recommended that the Village renew the Professional Services Agreement with GovTemps that expires August 31, 2019 to fill the position of Planning Manager in our Community development Department. At the June 4, 2019 Village Board meeting, Kimberly Clarke was promoted to Community Development Director and Paula was moved to the position of Planning

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Manager at approximately 32 hours/week. This contract renews Paula's service as Planning Manager September 1, 2019 through August 31, 2020 at a rate of pay of \$77.49/hour. This change is consistent with the strategic roadmap as laid out by the Community Development Department. In addition, this agreement was passed unanimously at the June 24th 2019, special Community Development Committee. President Pro-Tem Glotz stated that this item was in its final adoption stage and asked if anyone cared to address the Board. No one came forward. Vote on roll call: Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. President Pro-Tem Glotz declared the motion carried.

Motion was made by Trustee Berg, seconded by Trustee Galante, to consider approving the following Consent Agenda items:

The following Consent Agenda items were read by Designee of the Village Clerk Terica Ketchum:

- A. CONSIDER REQUEST FOR A BLOCK PARTY PERMIT ON SATURDAY, AUGUST 17, 2019, BETWEEN 9024 AND 9138 KINSALE DRIVE FROM NOON TO 10 P.M.
- B. CONSIDER REQUEST FOR A BLOCK PARTY PERMIT ON SATURDAY, AUGUST 10, 2019, BETWEEN 8304 AND 17646 LILAC LANE FROM NOON TO 10:00 P.M.
- C. CONSIDER REQUEST FOR A BLOCK PARTY PERMIT ON SATURDAY, AUGUST 10, 2019, IN THE 8100 BLOCK OF VALLEY VIEW COURT FROM NOON TO 10:00 P.M.
- D. CONSIDER REQUEST FOR A BLOCK PARTY ON SATURDAY JULY 27, 2019 ON 64TH COURT BETWEEN 17706 AND 17825 FROM 2 P.M. TO 10 P.M.
- E. CONSIDER PAYMENT OF OUTSTANDING BILLS IN THE AMOUNT OF \$641,564 AS LISTED ON THE VENDOR BOARD APPROVAL REPORTS DATED JUNE 21, AND JUNE 28, 2019.

President Pro-Tem Glotz asked if anyone from the Board would like to remove or discuss any items from the Consent Agenda. No items were removed or discussed. Vote on roll call: Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. President Pro-Tem Glotz declared the motion carried.

Motion was made by Trustee Mueller, seconded by Trustee Brennan, to adopt and place on file **ORDINANCE 2019-O-035 APPROVING TEXT AMENDMENTS TO SECTION II (DEFINITIONS) AND V.B (SCHEDULE OF REGULATIONS) OF THE ZONING ORDINANCE FOR SHORT-TERM RENTAL REGULATIONS.** In response to nuisance and safety complaints regarding existing short-term rentals (STR) staff drafted Text Amendments to the Zoning Ordinance to regulate their use as an accessory use to owner occupied residential dwelling units. The proposed amendment includes a definition and provides for a 500 foot minimum distance between STRs within residential districts. The draft regulations were discussed and reviewed by the Plan Commission at a Public Hearing on March 07, 2019; the Commission voted 9-0 to recommend

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APPROVAL of the Text Amendments. President Pro-Tem Glotz stated that this item was in its final adoption stage and asked if anyone cared to address the Board. No one came forward. Vote on roll call: Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. President Pro-Tem Glotz declared the motion carried.

Motion was made by Trustee Brennan, seconded by Trustee Berg, to adopt and place on file **ORDINANCE 2019-O-036 APPROVING TEXT AMENDMENTS TO TITLE XI (BUSINESS REGULATIONS) AND CREATING A NEW CHAPTER 129J ENTITLED SHORT TERM RENTAL OF THE VILLAGE OF TINLEY PARK CODE OF ORDINANCE FOR SHORT-TERM RENTAL REGULATIONS.** In response to nuisance and safety complaints regarding existing short-term rentals (STR), staff drafted Text Amendments to the Municipal Code of Ordinances to require short term rentals to be licensed on an annual basis with the Village. The proposed amendment includes the following requirements:

- Short-term rental properties are limited to owner-occupied units;
- Annual license fee of \$50;
- An on-site safety inspection by staff prior to issuance of a license;
- A short-term rental cannot be licensed and operated if the applicant has outstanding Village debt or violations; and
- Fines and Revocation language for violations.

The draft regulations were approved by the Community Development Committee on January 8, 2019 and Public Safety Committee on June 11, 2019. President Pro-Tem Glotz stated that this item was in its final adoption stage and asked if anyone cared to address the Board. No one came forward. Vote on roll call: Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. President Pro-Tem Glotz declared the motion carried.

Motion was made by Trustee Mueller, seconded by Trustee Brady, to adopt and place on file **ORDINANCE 2019-O-037 GRANTING A VARIATION FROM SECTION III.J. (FENCE REGULATIONS) OF THE ZONING ORDINANCE, TO PERMIT FOUR FOOT (4') TALL OPEN DESIGN FENCE TO EXTEND 25 FEET INTO THE REQUIRED SECONDARY FRONT YARD WHERE A FENCE ENCROACHMENT IS NOT PERMITTED AT 17500 CLOVERVIEW DRIVE IN THE R-3 (SINGLE-FAMILY RESIDENTIAL) ZONING DISTRICT.** The Petitioners, Mark & Kirsten Davis (owners), located at 17500 Cloverview Drive, are seeking a 25 foot fence Variation from Section III.J. (Fence Regulations) of the Zoning Ordinance, to permit a four foot (4') tall privacy fence to extend up to 25 feet into the required secondary front yard. The Petitioner has requested the Variation due to their block's development pattern and due to the better visual appearance of fencing their secondary front yard which follows an established fence line of rear yard fences to the west.

The Zoning Board of Appeals held a Public Hearing on June 13, 2019 and voted 6-0 to recommend approval of the requested Variation in accordance with plans as listed in the "List of Reviewed Plans" in the June 13, 2019 Staff Report. President Pro-Tem Glotz stated that this item was in its final adoption stage and asked if anyone cared to address the Board. No one came forward. Vote on roll call: Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. President Pro-Tem Glotz declared the motion carried.

Motion was made by Trustee Mueller, seconded by Trustee Brennan, to adopt and place on file

July 2, 2019 | 5

Special Meeting of the Board of Trustees - Minutes

RESOLUTION 2019-R-067 RECOMMENDING A COOK COUNTY CLASS 7A RECLASSIFICATION FOR ADVIS, INC. LOCATED AT 17200 OAK PARK AVENUE, COOK COUNTY, ILLINOIS. This Resolution provides support for the Cook County Class 7A incentive which reduces the tax assessment ratio for the property at 17200 Oak Park Avenue from 25% to 10% for a 10 year period, 15% in the 11th year and 20% in the 12th year. The property is located in Bremen Township, a Cook County designated area. This project meets the goals and objectives established in the Economic Incentive Policy as set forth by the Economic and Commercial Commission and the Village Board of Trustees.

The Community Development Committee recommended approval of this proposed economic development incentive on June 25, 2019; the Economic and Commercial Commission reviewed this proposal at their June 10, 2019 meeting. President Pro-Tem Glotz stated that this item was in its final adoption stage and asked if anyone cared to address the Board. No one came forward. Vote on roll call: Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. President Pro-Tem Glotz declared the motion carried.

At this time, President Pro-Tem Glotz asked if anyone from Staff would care to address the Board.

D. Niemeyer, Village Manager stated as a follow up to a question during a Village Board meeting, a total of 28 projects have been denied over several years due to not meeting zoning licenses or incentive policies. J. Urbanski, Assistant Public Works Director stated as a follow up to a comment during the last Village Board meeting concerning exceedingly high costs for the Pavement Management Program (PMP) and Curb Replacement Program, the contractor and engineers noted the current process in place is the most fiscally responsible available. D. Framke, Marketing Director stated there was a good turnout for CruiseNights and Music in the Park.

At this time, President Pro-Tem Glotz asked if anyone from the Board would care to address the Board.

Trustee Galante stated she enjoyed Music in the Park and thanked the Fire Department for attending and participating in the block party. Trustee Brady invited residents to the Fourth of July festivities at the Park District. Trustee Brady also congratulated Trustee Brennan on the birth of his fourth child.

At this time, President Pro-Tem Glotz asked if anyone from the Public would care to address the Board.

George Rohde read an e-mail concerning the Sister Cities Commission chair position. Mike Paus questioned why there was a change in leadership in the Sister Cities Commission. A resident stated a number of residents take offense to the use of Village resources and taxpayer funding to promote and glamorize the self-promotional efforts to feed the "ego monster" of one private citizen. Mike Stuckly congratulated Pat Rea as the new chairman of the Sister Cities Commission.

July 2, 2019 | 6

Special Meeting of the Board of Trustees - Minutes

Motion was made by Trustee Mueller, seconded by Trustee Berg, at 8:14 p.m. to adjourn to Executive Session to discuss the following:

- A. LITIGATION, WHEN AN ACTION AGAINST, AFFECTING OR ON BEHALF OF THE PARTICULAR PUBLIC BODY HAS BEEN FILED AND IS PENDING BEFORE A COURT OR ADMINISTRATIVE TRIBUNAL, OR WHEN THE PUBLIC BODY FINDS THAT AN ACTION IS PROBABLE OR IMMINENT, IN WHICH CASE THE BASIS FO THE FINDING SHALL BE RECORDED AND ENTERED INTO THE MINUTES OF THE CLOSED MEETING.
- B. THE APPOINTMENT, EMPLOYMENT, COMPENSATION, DISCIPLINE, PERFORMANCE, OR DISMISSAL OF SPECIFIC EMPLOYEES OF THE PUBLIC BODY OR LEGAL COUNSEL FOR THE EMPLOYEES OF THE PUBLIC BODY OR LEGAL COUNSEL FOR THE PUBLIC BODY, INCLUDING HEARING TESTIMONY ON A COMPLAINT LODGED AGAINST AN EMPLOYEE OF THE PUBLIC BODY OR AGAINST LEGAL COUNSEL FOR THE PUBLIC BODY TO DETERMINE ITS VALIDITY.
- C. THE PURCHASE OR LEASE OF REAL PROPERTY FOR THE USE OF THE PUBLIC BODY, INCLUDING MEETINGS HELD FOR THE PURPOSE OF DISCUSSING WHETHER A PARTICULAR PARCEL SHOULD BE ACQUIRED.
- D. THE SETTING OF A PRICE FOR SALE OR LEASE OF PROPERTY OWNED BY THE PUBLIC BODY.

Vote by voice call. President Pro-Tem Glotz declared the motion carried.

Motion was made by Trustee Mueller, seconded by Trustee Berg, to adjourn the Executive Session and reconvene the regular Board meeting. Vote by voice call. President Pro-Tem Glotz declared the motion carried and reconvened the regular Board meeting at 8:14 p.m.

Motion was made by Trustee Mueller, seconded by Trustee Berg, to adjourn the regular Board meeting. Vote by voice call. President Pro-Tem Glotz declared the motion carried and adjourned the regular Board meeting at 9:29 p.m.

PLEASE NOTE: Where there is no summary of discussion on any items in the minutes, this reflects that no discussion occurred other than the introduction of the item.

APPROVED:

Village President

ATTEST:

Village Clerk

**CONDUCT SWEARING IN
CEREMONY FOR POLICE OFFICERS**

JOHN SUTKO

SARAH JASPERSE

MOZALE MC HENRY

Clerk Thirion

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

RESOLUTION
NO. 2019-R-070

**A RESOLUTION APPROVING A FIRST AMENDMENT TO A 911
COMMUNICATIONS AND EMERGENCY MANAGEMENT
AGREEMENT WITH MABAS**

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

VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION NO. 2019-R-070**A RESOLUTION APPROVING A FIRST AMENDMENT TO A 911
COMMUNICATIONS AND EMERGENCY MANAGEMENT
AGREEMENT WITH MABAS**

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”) has previously entered into an Agreement for the Provision of 911 Communications and Emergency Management (“Agreement”) with Mutual Aid Box Alarm Systems Division 24 (“MABAS”) pertaining to MABAS providing the Village with certain communication and dispatch services (“Services”); and

WHEREAS, the Village and MABAS desires to approve a First Amendment (“Amendment”) to said Agreement, attached hereto as Exhibit 1, amending Section 9 of said Agreement pertaining to payments; 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 the Village of Tinley Park and its residents to approve said Amendment with MABAS pursuant to this Resolution; 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: The 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 Amendment be entered into with MABAS and that the Village President is hereby authorized to execute said Amendment on behalf of the Village, with said Amendment to be substantially in the form attached hereto and made a part hereof as Exhibit 1, subject to review and revision as to form by the Village Attorney.

SECTION 3: 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 4: 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 16th day of July, 2019.

AYES:

NAYS:

ABSENT:

APPROVED THIS 16th day of July, 2019.

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. 2019-R-070, “A RESOLUTION APPROVING A FIRST AMENDMENT TO A 911 COMMUNICATIONS AND EMERGENCY MANAGEMENT AGREEMENT WITH MABAS,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on July 16, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 16th day of July, 2019.

KRISTIN A. THIRION, VILLAGE CLERK

RAFFLE LICENSE APPLICATION

VILLAGE OF TINLEY PARK
16250 South Oak Park Avenue

DATE: 6/27/19

1. NAME OF ORGANIZATION: Crisis Center for South Suburbia

2. ADDRESS: 7700 Timber Drive, Tinley Park IL 60477

3. MAILING ADDRESS IF DIFFERENT FROM ABOVE:

4. ADDRESS OF PLACE FOR RAFFLE DRAWING Silver Lake Country Club
14700 S. 82nd Ave, Orland Park, IL

5. CHECK TYPE OF NOT-FOR-PROFIT ORGANIZATION: (MUST BE IN EXISTENCE FOR A PERIOD OF FIVE (5) YEARS AND ATTACHED DOCUMENTARY EVIDENCE)

RELIGIOUS [] CHARITABLE [x] LABOR [] FRATERNAL []
EDUCATIONAL [] VETERANS [] BUSINESS []

6. HOW LONG HAS THE ORGANIZATION BEEN IN EXISTENCE: 40 years

7. PLACE AND DATE OF INCORPORATION: Illinois, April 1979

8. NUMBER OF MEMBERS IN GOOD STANDING:

9. PRESIDENT/CHAIRPERSON: Pamela Kosticki, Executive Director

ADDRESS: same as above PHONE:

10. RAFFLE MANAGER: Lorri Nagle, Director of Development

ADDRESS: same as above

PHONE: Email:

11. DESIGNATED MEMBER(S) RESPONSIBLE FOR CONDUCT & OPERATION OF RAFFLE:

NAME: Lorri Nagle

ADDRESS: same as above PHONE:

NAME:

ADDRESS: PHONE:

(ATTACHED ADDITIONAL SHEET IF NECESSARY)

RAFFLE APPLICATION | 2

RAFFLE INFORMATION

12. DATE(S) FOR RAFFLE TICKET SALES (INCLUDE DAYS OF THE WEEK)

June 20, 2019 - August 13, 2019

13. LOCATION OF TICKET SALES:

Illinois

14. LOCATION FOR DETERMINING WINNERS:

Silver Lake Country Club

15. DATE(S) FOR DETERMINING WINNERS: (INCLUDE DAYS OF THE WEEK)

Tuesday, August 13, 2019

16. TOTAL RETAIL VALUE OF ALL PRIZES:

\$ 8,000
(MAXIMUM PRIZE AMOUNT \$250,000)

17. MAXIMUM RETAIL VALUE OF EACH PRIZE:

\$ 1,000

18. MAXIMUM PRICE CHARGED OF EACH TICKET(CHANCE) SOLD

\$ 6⁰⁰ for 6 for \$30

19. § 132.38 FIDELITY BOND REQUIRED

All operations of and the conduct of raffles as provided for in this subchapter shall be under the supervision of a single manager designated by the organization. Such manager shall give a fidelity bond in the sum of \$165,000 or two times the aggregate value of prizes, whichever is less, in favor of the licensee conditioned upon his honesty in the performance of his duties. The bond shall provide that notice shall be given in writing to the Village of Tinley Park not less than 30 days prior to cancellation. Bonds as provided for in this section may be waived provided the license issued for such raffle shall contain a waiver provision and shall be approved only by unanimous vote of the members of the licensed organization.

FIDELITY BOND WAIVER OF BOND STATEMENT BY ORGANIZATION

"The undersigned attest that the above named organization is an organized not-for-profit under the law of the State of Illinois and has been continuously in existence for five (5) years, preceding date of this application, and that during this entire five (5) year period preceding date of application, it has maintained a bona fide membership actively engaged in carrying out its objections. The undersigned do hereby state under penalties of perjury that all statements in the foregoing application are true and correct; that the officers, operators and workers of the game are bona fide members of the sponsoring organization and are all of good moral character and have not been convicted of a felony; that if a license is granted hereunder, the undersigned will be responsible for the conduct of the games in accordance with the provisions of the laws of the State of Illinois and this jurisdiction governing the conduct of such games."

NAME OF ORGANIZATION: Crisis Center for South Suburbia

EXECUTIVE DIRECTOR: Pamela A. Kostecky



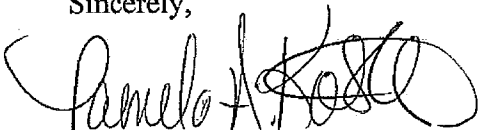
July 8, 2019

Village of Tinley Park
10625 S. Oak Park Avenue
Tinley Park, IL 60477

To Whom It May Concern:

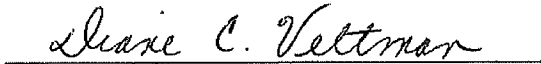
This letter will notify you that the Crisis Center for South Suburbia has decided to waive the fidelity bond requirement for the raffle baskets and prizes we will have at the Dianne Masters Charity Golf Outing to be held on August 13, 2019, at Silver Lake Country Club in Orland Park, Illinois.

Sincerely,


 Pamela A. Kostecki
 Executive Director

State of Illinois
County of Cook

Signed before me this 8th day of July, 2019.





ILLINOIS SECURITIES COMPANY
327 REPUBLIC AVENUE
JOLIET, IL 60435
PH 815-729-4664 FX 815-729-9351

FACSIMILE TRANSMITTAL SHEET

TO:	FROM:
Village of Tinley Park, Attn: Laura Godette	Beverly Reeves
Family Outreach Program, Inc.	DATE: 06/27/2019
FAX NUMBER: 708.444.5099	TOTAL NO. OF PAGES INCLUDING COVER:
PHONE NUMBER:	SENDER'S REFERENCE NUMBER:

URGENT FOR REVIEW

NOTES/COMMENTS

Please find the attached Certificate of Insurance for our insured, Family Outreach Program, Inc. to the Village of Tinley Park for the August 2 & 3, 2019 event.

Please contact our agency with any questions or for further assistance.

Thank you,



Beverly Reeves
Illinois Securities Company
bfreeves@ameritech.net
815.729.4664



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/27/2019

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Illinois Securities Company 327 Republic Ave Joliet, IL 60435	CONTACT NAME: Beverly Reeves	FAX (A/C, No): (815)729-9351	
	PHONE (A/C, No, Ext): (815)729-4664	E-MAIL ADDRESS: bfreeves@amaritech.net	
INSURED Family Outreach Program, Inc Larry George 2223 Plainfield Rd. Crest Hill, IL 60403	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Northfield Insurance Company		
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES CERTIFICATE NUMBER: **00000000-665855** REVISION NUMBER: **44**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			WS355787	09/21/2018	09/21/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Family Outreach Program, Inc. solicitation event, August 2 & 3, 2019
Tinley Park Village Hall attn: Laura Godette Fax: 708.444.5099

CERTIFICATE HOLDER Tinley Park Village Hall attn: Laura Godette 16250 S. Oak Park Avenue Tinley Park, IL 60477	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE (BFR)

June 12, 2019

PLEASE SAVE THE DATE!

Kristin Thirion, Village Clerk
Village of Tinley Park
16250 South Oak Park Avenue
Tinley Park, IL 60477

Dear Friend of Misericordia:

Misericordia is already planning for our Annual Misericordia/Jelly Belly Candy Days tag day fundraising event for next year. **The dates for 2020 are Friday and Saturday, April 24 and 25.** This letter is to provide you with advance notice of our upcoming fundraiser. Our official letter of request will be sent in late November.

As you know, each year our volunteers collect in street intersections and in front of heavy pedestrian walkways or stores and businesses, distributing tags and packets of Jelly Belly Candy while collecting donations.

We assure you that this tag day fundraiser makes a difference in the lives of the 600 children and adults who call Misericordia "Home", as the funds we receive from the State cover only a portion of our program costs. This year we must raise \$20 million to cover the cost of programs that are not reimbursed.

We believe that our residents can achieve, and we believe in the compassionate and generous people who share our mission. For many, a first visit to Misericordia is an eye-opening experience – from programs that provide independent living and work opportunities for our residents to round-the-clock care at the Mother McAuley Skilled Nursing Residence. We provide a full continuum of care and quality programs to meet the individual needs of all those who call Misericordia home.

If you need more information or have any questions, please contact Misericordia at 773-273-4189 or email mam1955@att.net or nancy.turley@misericordia.com.

For your belief in Misericordia, for your past assistance, and your consideration of this request, we are most grateful. God's blessings on you and yours.

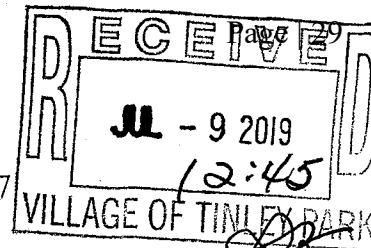
Sincerely,



Sister Rosemary Connelly, R.S.M.
Executive Director

Sun	Mon	Tue	Wed	Thu	Fri	Sat	
				1	2	3	4
5	6	7	8	9	10	11	
12	13	14	15	16	17	18	
19	20	21	22	23	24	25	
26	27	28	29	30	Misericordia Candy Days		

print-a-calendar.com



BLOCK PARTY APPLICATION

Village of Tinley Park

16250 South Oak Park Avenue, Tinley Park, Illinois 60477

Phone: 444-5000

Representative: Michelle Hession 60477
Address: _____ Phone: _____

Organization: _____

Specific Location of Party: 16700 - 16800 OIKETO Ave

Request Date: AUGUST 10 SATURDAY

Time: 2pm - 10pm a.m./p.m. To: 10pm a.m./p.m.

Purpose: BLOCK PARTY

Person or Persons In Charge:

Name: Daniella Carmody Phone: _____

Name: _____ Phone: _____

Name: _____ Phone: _____

Number of Barricades Needed: 4-6 DO NOT USE VEHICLES AS BARRICADES.

PLEASE NOTE

The applicants have the responsibility of ascertaining that the street is not blocked in such a manner as to cause delay in the performance of emergency duties by the police department, fire department, ambulance or public works department. It is recommended that there be no parking on the hydrant side of the street. (moveable road block, refreshments served from curb, no large vehicles parked on street, no entertainment, music boxes or band blocking street).

A person or persons shall be responsible for the removal of any road block in the event of an emergency.

The applicants are responsible for any injury, damage to property or illegal actions during the block party.

The applicants are responsible for maintaining order and obedience to the village, county, and state laws.

In the event that there should be directive, written or oral, from the police department to discontinue the party for proper reasons, then the applicants must comply.

Signed: Michelle Hession / Daniella Carmody

VILLAGE USE ONLY

Fire Chief: Approved Not Approved

Police Chief: Approved Not Approved

Village Clerk: Approved Not Approved

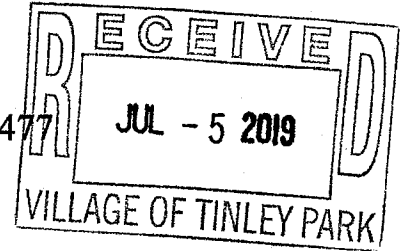
Permits & Licenses Committee: _____

BLOCK PARTY APPLICATION

Village of Tinley Park

16250 South Oak Park Avenue, Tinley Park, Illinois 60477

Phone: 444-5000



Representative: Anaela Ward Phone: _____

Address: _____ Phone: _____

Organization: _____ 20029 Brynne Dr. to 20018 Silverside Dr.

Specific Location of Party: SILVERSIDE DRIVE (~~I have attached map as to~~)

Request Date: 8/17/19 (~~where we are requesting~~)

Time: 3:30 a.m./p.m. To: 10:00 a.m./p.m. (~~barricades~~)

Purpose: Block Party

Person or Persons In Charge:

Name: Angela Ward Phone: _____

Name: _____ Phone: _____

Name: _____ Phone: _____

Number of Barricades Needed: 2 DO NOT USE VEHICLES AS BARRICADES.

PLEASE NOTE

The applicants have the responsibility of ascertaining that the street is not blocked in such a manner as to cause delay in the performance of emergency duties by the police department, fire department, ambulance or public works department. It is recommended that there be no parking on the hydrant side of the street. (moveable road block, refreshments served from curb, no large vehicles parked on street, no entertainment, music boxes or band blocking street).

A person or persons shall be responsible for the removal of any road block in the event of an emergency.

The applicants are responsible for any injury, damage to property or illegal actions during the block party.

The applicants are responsible for maintaining order and obedience to the village, county, and state laws.

In the event that there should be directive, written or oral, from the police department to discontinue the party for proper reasons, then the applicants must comply.

Signed: Angela Ward

VILLAGE USE ONLY

- Fire Chief: Approved Not Approved
- Police Chief: Approved Not Approved
- Village Clerk: Approved Not Approved

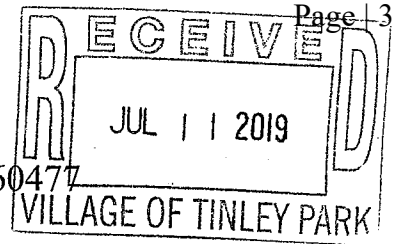
Permits & Licenses Committee: _____

BLOCK PARTY APPLICATION

Village of Tinley Park

16250 South Oak Park Avenue, Tinley Park, Illinois 60477

Phone: 444-5000



Representative: Francisco S Sosa

Address: _____ Phone: (____)

Organization: NA

Specific Location of Party: 6400 180th st END 17955 65th ave

Request Date: 8-10-19 Saturday on 180th st

Time: 12:00 a.m./p.m. To: 9:30 a.m./p.m. BETWEEN 6401 + 180th st

Purpose: Fun with all our neighbors 18013 65th Ave

Person or Persons In Charge:

Name: Jackie Miller Phone: _____

Name: MARISSA SHILKP Phone: _____

Name: MIKE SHAWSON Phone: _____

Number of Barricades Needed: 4 DO NOT USE VEHICLES AS BARRICADES.

PLEASE NOTE

The applicants have the responsibility of ascertaining that the street is not blocked in such a manner as to cause delay in the performance of emergency duties by the police department, fire department, ambulance or public works department. It is recommended that there be no parking on the hydrant side of the street. (moveable road block, refreshments served from curb, no large vehicles parked on street, no entertainment, music boxes or band blocking street).

A person or persons shall be responsible for the removal of any road block in the event of an emergency.

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The applicants are responsible for maintaining order and obedience to the village, county, and state laws.

In the event that there should be directive, written or oral, from the police department to discontinue the party for proper reasons, then the applicants must comply.

Signed: _____

VILLAGE USE ONLY

Fire Chief: Approved Not Approved

Police Chief: Approved Not Approved

Village Clerk: Approved Not Approved

Permits & Licenses Committee: _____

vchlist
07/03/2019 2:41:42PM

Voucher List
Village of Tinley Park

Page: 1

Bank code : ap_ff

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
50219	5/2/2019	011189 STAPLES CREDIT PLAN	050219		MAGAZINES 36-00-000-73110	31.43
					Total :	31.43
51419	5/14/2019	018724 THE LOCKER SHOP	60236		MEN'S TACTICAL JACKETS 36-00-000-73845	1,734.00
					Total :	1,734.00
2 Vouchers for bank code : ap_ff						Bank total : 1,765.43

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
182822	6/28/2019	011269 ELLIS, DON	062519	VTP-017029	SOUND & LIGHTS/JULY 13 MUSIC F 01-35-000-72923	750.00
Total :						750.00
182823	6/28/2019	011269 ELLIS, DON	062519.	VTP-017029	SOUND & LIGHTS/JULY 27 MUSIC F 01-35-000-72923	750.00
Total :						750.00
182824	7/3/2019	018781 ALTORFER INDUSTRIES INC	P50C1090397	VTP-017178	FILTER,LUBE,KITS,ELEMENTS 01-26-023-72530	1,056.66
Total :						1,056.66
182825	7/3/2019	002628 AMERICAN WATER	070119		IL AMERICAN WATER PAYMENT 60-00-000-73225	45,902.88
Total :						45,902.88
182826	7/3/2019	014936 AQUAMIST PLUMBING & LAWN	93690		MID SEASON INSPECTION OAK PAI 01-26-025-72330	185.00
			93696		MID SEASON INSPECTION OAK PAI 01-26-025-72330	180.00
			93702		MID SEASON INSPECTION OAK PAI 01-26-025-72330	210.00
			93708		MID SEASON INSPECTION 01-26-023-72790	800.00
			93721		MID SEASON INSPECTION 01-26-023-72790	300.00
			95758	VTP-017094	APPLEBEES MEDIAN REPAIRS/STR 01-26-025-72530	597.15
Total :						2,272.15
182827	7/3/2019	018807 BAXTER & WOODMAN INC	0206866		POSTAGE/SHIPPING 62-00-000-72840	18.24
			0206867		ENGINEERING, CIVIL/ENVIRONMEN 63-00-000-72840	195.00
Total :						213.24
182828	7/3/2019	018503 CARDNO INC	275068		NAT. STORMWATER MAINTENANCE	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
182828	7/3/2019	018503 CARDNO INC	(Continued)		01-26-023-72847	10,722.65
					Total :	10,722.65
182829	7/3/2019	003396 CASE LOTS INC	10237		WHITE MULTIFOLD/TOILET TISSUE 01-26-025-73580	368.80
					Total :	368.80
182830	7/3/2019	017816 CASEY, LAWRENCE	070119		COST SHARE - SIDEWALK & CURB 01-26-023-75200	666.40
					Total :	666.40
182831	7/3/2019	012012 CERTIFIED LABORATORIES DIV.	3582046		AEROSOL, QUROX 60-00-000-72540 63-00-000-72540 64-00-000-72540 01-26-023-72540 01-26-024-72540 01-17-205-72540 01-33-300-72540	62.23 24.91 37.39 124.53 124.53 186.80 62.28
					Total :	622.67
182832	7/3/2019	015199 CHICAGO PARTS & SOUNDS LLC	2J0001256 2J0001257		PDS LABOR 01-17-205-72540 PDS LABOR 01-17-205-72540	100.00 100.00
					Total :	200.00
182833	7/3/2019	013820 CINTAS CORPORATION	9055411486 9055412718 9055413454 9055415523 9055416215	VTP-017163 VTP-017163 VTP-017163 VTP-017163	CABINET,BODY FLUID CLEANUP KI 01-26-025-72790 CABINET,BODY FLUID CLEANUP KI 01-26-025-72790 CABINET,TRAUMA BAG,BODY FLUI 01-26-025-72790 CABINET,TRAUMA BAG,BODY FLUI 01-26-025-72790 CABINET,TRAUMA BAG,BODY FLUI	213.64 213.64 400.62 827.90

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182833	7/3/2019	013820 CINTAS CORPORATION	(Continued)			
			9055416957	VTP-017163	01-26-025-72790 CABINET, TRAUMA BAG, BODY FLUI	801.26
			9055418016	VTP-017163	01-26-025-72790 CABINET, TRAUMA BAG, BODY FLUI	801.26
				VTP-017163	01-26-025-72790	801.26
Total :						4,059.58
182834	7/3/2019	012057 COMCAST CABLE	8771401810170142		ACCT 8771401810170142 VILLAGE 01-14-000-72125	231.85
Total :						231.85
182835	7/3/2019	013892 COMED	6771163052		ACCT 6771163052 TRAFFIC SIGNAL 01-26-024-72510	939.32
Total :						939.32
182836	7/3/2019	013878 COMED - COMMONWEALTH EDISON	0021100130		ACCT#0021100130 RT/23 METEREC 01-26-024-72510	41.09
			0052035006		ACCT#0052035006 6720 SOUTH ST 01-26-025-72510	1,115.92
			0363058226		ACCT#0363058226 TFLT 9340 W 17 01-26-024-72510	62.08
			0369095018		ACCT#0369095018 6761 NORTH ST 01-26-024-72510	28.93
			0519019106		ACCT 0519019106 6750 SOUTH ST 12-00-000-72510	7.13
			0522112018		ACCT#0522112018 LITE RT/25 PAR 01-26-024-72510	35.59
			1222218001		ACCT#1222218001 1 E OAKPKSSN 70-00-000-72510	186.68
			1224165129		ACCT#1224165129 LIGHTING 7053 01-26-023-72510	98.38
			2587063010		ACCT 2587063010 REAR, TEMP 173 12-00-000-72510	21.58
			2761036017		ACCT#2761036017 STREET LIGHTS 01-26-024-72510	46.37
			2777112019		ACCT 2777112019 175TH ST & SAN	

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182836	7/3/2019	013878	COMED - COMMONWEALTH EDISON	(Continued)		
					01-26-023-72510	178.07
			3214011009		ACCT 32140111009 16853 LAKEWO	
					64-00-000-72510	159.71
			3784064010		ACCT#3784064010 16301 CENTRAL	
					60-00-000-72510	49.39
					63-00-000-72510	49.38
			4329016037		ACCT 4329016037 TEMP/LOT/REAF	
					12-00-000-72510	28.93
			6483053261		ACCT 6483053261 IRRIGATION 174	
					01-26-023-72510	40.77
			7063131025		ACCT 7063131025 7813 174TH ST 0	
					64-00-000-72510	54.00
			7090006006		ACCT 7090006006 TEMP/LOT/REAF	
					12-00-000-72510	21.58
			7398024011		ACCT#7398024011 7000 W 183RD S	
					01-26-023-72510	76.23
			8363023007		ACCT 8363023007 179TH & 82ND A	
					60-00-000-72510	118.00
					63-00-000-72510	118.00
					Total :	2,537.81
182837	7/3/2019	018311	CONNECTION	56883037	PD-PHONE ACCESSORIES	
					01-17-220-72567	42.68
				56883201	USBC - 4K HDMI GBE USB-A HUB W	
					01-16-000-72565	48.25
				56887230	6 IN USB 3.1 USB-C TO USB-A	
					01-16-000-72565	10.86
					Total :	101.79
182838	7/3/2019	012410	CONSERV FS, INC.	105006021	DIESELEX GOLD FUEL ULTRA LS D	
					60-00-000-73545	287.16
					63-00-000-73545	78.31
					64-00-000-73545	156.63
					Total :	522.10
182839	7/3/2019	012826	CONSTELLATION NEWENERGY, INC.	15199182001	ACCT 8061886 UT#6771163043 5/28	

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182839	7/3/2019	012826	CONSTELLATION NEWENERGY, INC.	(Continued)	01-26-024-72510	3,458.17
					Total :	3,458.17
182840	7/3/2019	003635	CROSSMARK PRINTING, INC	74844	BENCHES ON THE AVE 20-PAGER 01-35-000-72923	1,853.08
				VTP-017190	Total :	1,853.08
182841	7/3/2019	017603	DANDAN, RICK TARIQ	063019	JUNE 2019 CONSULTING SERVICE 01-33-300-72790	13,755.81
					Total :	13,755.81
182842	7/3/2019	011919	EASTER SEALS THERAPEUTIC	07219	MUSICAL CHAIRS SUPPLIES 01-35-000-72923	100.00
					Total :	100.00
182843	7/3/2019	004094	EJ EQUIPMENT INC.	W07455	SEWER JET- REPLACE FLYWHEEL 64-00-000-72530	1,933.78
				W07562	60-00-000-72530	828.76
				W07678	REPAIRS TO SEWER JET 60-00-000-72540	8,259.97
					64-00-000-72540	8,259.97
					REPAIRS TO WATER SYSTEM OF S 60-00-000-72530	2,561.10
					64-00-000-72530	2,561.10
					Total :	24,404.68
182844	7/3/2019	011176	ELEMENT GRAPHICS & DESIGN, INC	14280	SEAL DECALS 01-25-000-73870	35.34
				VTP-016596	Total :	35.34
182845	7/3/2019	004756	FIRST MIDWEST BANK 312	312-2031	SAFE DEPOSIT RENT 312-2031 01-17-205-73600	137.00
					Total :	137.00
182846	7/3/2019	011132	FORCE ENTERPRISES	047394	WATER QUALITY POSTCARDS 60-00-000-72310	1,532.44
				VTP-017196		

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
182846	7/3/2019	011132 011132 FORCE ENTERPRISES	(Continued)			Total : 1,532.44
182847	7/3/2019	019079 FULWILER, SALLIE	070219		REFUND FOR 3RD/4TH QTR PLACA 70-00-000-79000	180.00 Total : 180.00
182848	7/3/2019	012902 GO PARTS INC.	169356		F-LINE, DURAMAX 5W30, AIR FILTE 01-26-023-72540 01-42-000-72540	15.99 66.97 Total : 82.96
182849	7/3/2019	015397 GOVTEMPSUSA LLC	2810893		WALLRICH, PAULA 6/16/19 & 6/23/19 01-33-000-72750	5,518.80 Total : 5,518.80
182850	7/3/2019	004438 GRAINGER	9201040350 9217655381		MARKING PAINT, SPRAY PAINT 60-00-000-73620 63-00-000-73620 64-00-000-73620 COATED GLOVES 60-00-000-73845 63-00-000-73845 64-00-000-73845 01-26-023-73845 01-26-024-73845	174.38 174.38 149.48 66.53 11.09 33.26 110.88 55.44 Total : 775.44
182851	7/3/2019	004616 HILTI INC	4613949476 4613964862		PROFESSIONAL BIT KIT 01-26-024-73410 HAMMER DRILL BIT 01-26-023-73410	76.08 141.55 Total : 217.63
182852	7/3/2019	017641 HR GREEN, INC	127602		PROFESSIONAL SERVICES 5/1/19-6/30/19 01-33-300-72790	6,216.00 Total : 6,216.00
182853	7/3/2019	011032 HUB INTERNATIONAL MIDWEST LTD.	1504883		ST OF IL NOTARY BOND LISA BECK	

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182853	7/3/2019	011032 HUB INTERNATIONAL MIDWEST LTD.	(Continued)		01-33-000-72720	20.00
					Total :	20.00
182854	7/3/2019	005029 ILLINOIS EPA	ILR400460		FY-2020 BILLING STORMWATER 65-00-000-72861	1,000.00
					Total :	1,000.00
182855	7/3/2019	015497 ILLINOIS SECRETARY OF STATE	062819		NOTARY APPLICATION - LISA BECK 01-33-000-72720	10.00
					Total :	10.00
182856	7/3/2019	005167 ILLINOIS TAX INCREMENT ASSOC	673965		DUES FOR JULY 1, 2019 TO JUNE 3 01-15-000-72720	1,200.00
					Total :	1,200.00
182857	7/3/2019	005186 INTERSTATE BATTERY SYSTEM	271140		CYTX15L-BS 60-00-000-73870 63-00-000-73870 64-00-000-73870	34.98 34.98 29.99
					Total :	99.95
182858	7/3/2019	019078 KAFFKA, DIANE	070219		MUSICAL CHAIRS SUPPLIES 01-35-000-72923	100.00
					Total :	100.00
182859	7/3/2019	014190 LEHIGH HANSON	5754038		P586-PICK UP 60-00-000-73860 63-00-000-73860 64-00-000-73860 01-26-023-73860 70-00-000-73860	341.79 56.97 170.89 284.82 94.94
					Total :	949.41
182860	7/3/2019	005765 MARTIN WHALEN O.S. INC.	IN1961533		CONTRACT BASE RATE-PUBLIC SA 01-21-210-72750	1,282.03
					Total :	1,282.03

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182861	7/3/2019	006074 MENARDS	67716		PURDY	
					01-26-023-73620	33.62
			67721		C-2 FLOOR JACK	
					01-26-025-72520	395.50
			67884		TRUCK 66 TOOLS	
					01-26-024-73410	148.57
					Total :	577.69
182862	7/3/2019	012517 MERIDIAN IT INC	454014		REPAIR TROUBLESHOOTING - IT S	
					01-16-000-72650	277.50
					Total :	277.50
182863	7/3/2019	019080 MIKOS, EDWARD	070219		REFUND - NOT GIVEN SENIOR DIS	
					06-00-000-79005	23.50
					Total :	23.50
182864	7/3/2019	017651 MSC INDUSTRIAL SUPPLY CO.	3105727001		HEX NUTS, CAP SCREWS	
					60-00-000-73840	207.41
					63-00-000-73840	82.96
					64-00-000-73840	124.45
					Total :	414.82
182865	7/3/2019	015386 MUNICIPAL GIS PARTNERS, INC	4823		GISC STAFFING	
					01-16-000-72652	8,475.86
					60-00-000-72652	5,085.51
					63-00-000-72652	593.30
					64-00-000-72652	2,797.04
					Total :	16,951.71
182866	7/3/2019	015723 NICOR	01981510009		ACCT#01981510009 5/28-6/26 2019	
					01-26-025-72511	43.62
			06821610000		ACCT 06821610000 6640 167TH ST,	
					60-00-000-72511	15.33
					63-00-000-72511	15.33
					64-00-000-72511	13.14
			12213610004		ACCT#12213610004 5/30-6/28	
					01-26-025-72511	51.78

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182866	7/3/2019	015723 NICOR	(Continued) 54072310003		ACCT#54072310003 5/28-6/26 2019 01-26-025-72511	364.86
			83523710008		ACCT#83523710008 5/28-6/26 2019 01-26-025-72511	156.68
			96019958527		ACCT#96019958527 5/28-6/26 2019 01-26-025-72511	137.97
Total :						798.71
182867	7/3/2019	016641 NIEMEYER, DAVID	062819		REIMBURSE METRA FEE 01-12-000-72130	13.50
Total :						13.50
182868	7/3/2019	006475 PARK ACE HARDWARE	061300/1		SINGLE KNEE PAD ASSORTED 01-26-023-73410	13.74
			061320/1		TRUCK 66 TOOLS 01-26-024-73410	18.52
Total :						32.26
182869	7/3/2019	006559 PRAXAIR DISTRIBUTION, INC	90171660		CYLINDER RENT SUMMARY 60-00-000-73730	33.94
					63-00-000-73730	33.94
					64-00-000-73730	29.10
					01-26-023-73730	96.98
					01-26-024-73730	48.49
Total :						242.45
182870	7/3/2019	015451 PROMO ANSWERS, INC.	1971475		PATRIOTIC COOLER BAGS 01-35-000-73210	418.23
Total :						418.23
182871	7/3/2019	006850 QUILL CORPORATION	8316923		CORK BAR, BIC PENS, CORRECTIC 01-33-310-73110	45.42
Total :						45.42
182872	7/3/2019	017584 RELADYNE	1219650-IN	VTP-017188	15W-40 BULK OIL 01-26-023-73535	414.50

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182872	7/3/2019	017584 RELADYNE	(Continued)			
				VTP-017188	01-26-024-73535	100.00
				VTP-017188	60-00-000-73535	165.11
				VTP-017188	64-00-000-73535	94.35
				VTP-017188	63-00-000-73535	55.04
					Total :	829.00
182873	7/3/2019	006922 RUBINO'S ITALIAN IMPORTS	062619.		POLICE AND FIRE TRAINING EVEN'	
					01-21-000-72220	137.82
					Total :	137.82
182874	7/3/2019	007629 SAM'S CLUB DIRECT	1217		SUGAR,KLEENEX,CREAM	
					01-26-024-73115	6.20
					01-26-023-73115	12.38
					60-00-000-73115	8.67
					64-00-000-73115	3.71
					01-14-000-73115	4.92
					01-26-023-73115	4.92
					01-33-300-73115	4.92
					01-33-310-73115	4.93
			7533		PICNIC SUPPLIES	
					60-00-000-73115	11.06
					64-00-000-73115	4.74
					01-26-023-73115	15.80
					01-26-024-73115	7.90
					60-00-000-72220	39.59
					64-00-000-72220	16.96
					01-26-023-72220	56.55
					01-26-024-72220	28.28
			7688		FORKS, SPOONS, WATER	
					01-14-000-73115	5.24
					01-26-025-73115	5.24
					01-33-300-73115	5.24
					01-33-310-73115	5.24
					60-00-000-73115	20.92
					64-00-000-73115	8.96
					01-26-023-73115	29.88

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182874	7/3/2019	007629 SAM'S CLUB DIRECT	(Continued)			
			8276		01-26-024-73115 WATER,PLATES,FORKS	14.94
					01-14-000-73115	15.70
					01-26-023-73115	15.70
					01-33-300-73115	15.70
					01-33-310-73115	15.70
			8671		PLATES,COFFEE,WATER,TEA,DU C	
					01-14-000-73115	6.68
					01-26-024-73115	20.58
					01-26-024-73110	11.22
					01-26-023-73115	41.17
					01-26-023-73110	22.46
					60-00-000-73115	41.17
					64-00-000-73110	22.46
					01-14-000-73110	7.49
					01-26-025-73115	7.49
					01-33-300-73115	7.49
					01-33-310-73115	7.49
			9169		WATER,CUTLERY,TOWELS,BATH T	
					01-17-205-73110	20.16
					01-26-025-73580	40.20
					01-19-000-73110	119.92
					01-26-025-73115	10.42
					01-33-300-73115	10.41
					01-33-310-73115	10.41
					01-14-000-73115	10.42
			9866		COOKIE TRAYS,CANDY,WATER,DU	
					01-14-000-73115	28.49
					01-13-000-73110	69.78
					01-33-310-73115	7.47
					01-33-300-73115	7.47
					01-26-023-73115	7.47
					01-13-000-73110	7.47
					Total :	935.78
182875	7/3/2019	007453 SERVICE SANITATION, INC.	7695703		JUNE 29 MUSIC IN THE PLAZA POR	

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182875	7/3/2019	007453 SERVICE SANITATION, INC.	(Continued)	VTP-017002	01-35-000-72923	915.00
Total :						915.00
182876	7/3/2019	010457 SIMON PLUMBING INC.	4523		PLUMBING, INSTALLATION, REINSF 01-33-300-72790	575.00
Total :						575.00
182877	7/3/2019	011189 STAPLES CREDIT PLAN	2287590661		UPDATE INTERNATL ACH4 01-21-210-73110	46.74
			2289769921		CREDIT / UPDATE INTERNATL ACH 01-21-210-73110	-46.74
			2306430231		LUX 8 34 X 11 12 OPEN END 01-21-210-73110	21.77
			2306544941		700MB 80 MIN 52X 01-21-210-73110	41.67
Total :						63.44
182878	7/3/2019	015452 STEINER ELECTRIC COMPANY	S006380885.001		BUSS FNQ-R-2 600V MIDGET TD FL 01-26-025-73570	272.30
			S006383825.001		KLEIN 33532-INS/ IDEAL SCREW 01-26-024-73410	85.35
Total :						357.65
182879	7/3/2019	005521 STEPHEN A. LASER ASSOCIATES	2006769		INDIVIDUAL ASSESSMENT 01-41-040-72846	2,750.00
Total :						2,750.00
182880	7/3/2019	007297 SUTTON FORD INC./FLEET SALES	485749		STRAP ASY - FUEL TANK 01-17-205-72540	54.84
			485825		ROD ASY DRAG LINK 01-26-023-72540	98.19
			485825CM		ROD ASY DRAG LINK 01-26-023-72540	-98.19
			486006		BAR FRONT SUSPENSION 01-26-023-72540	91.02
			620358		AUTOMATIC TRANSMISSION CHEC	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
182880	7/3/2019	007297 SUTTON FORD INC./FLEET SALES	(Continued)		01-53-000-72540	4,658.27	
					Total :	4,804.13	
182881	7/3/2019	017414 US DIGITAL DESIGNS, INC	8627	VTP-016974	G2 FIRE STATION ALERTING EQUIF 30-00-000-75812	24,146.13	
					Total :	24,146.13	
182882	7/3/2019	006362 VILLAGE OF OAK LAWN	6502		REGIONAL WATER LOAN INTERES 60-00-000-73221	20,881.58	
					Total :	20,881.58	
182883	7/3/2019	010165 WAREHOUSE DIRECT WORKPL SOLTNS	4330194-0		SANITIZER		
			4333294-0		01-14-000-73110	80.95	
					SOAP, REFL, NAT.ORANGE		
					01-26-025-73580	77.53	
					Total :	158.48	
62 Vouchers for bank code : apbank						Bank total :	211,196.44

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
2508	6/5/2019	018837	INSURANCE PROGRAM MANAGERS GR	190320W011	PAYEE-ALPHA REVIEW CORPORAT 01-14-000-72542	5.00
				190328W018	PAYEE-ALPHA REVIEW CORPORAT 01-14-000-72542	24.64
				190408W006	PAYEE-ALPHA REVIEW CORPORAT 01-14-000-72542	5.53
				190408W031	PAYEE-ALPHA REVIEW CORPORTI 01-14-000-72542	6.71
					Total :	41.88
2509	6/5/2019	018837	INSURANCE PROGRAM MANAGERS GR	190320W011.	PAYEE-INMAN & FITZGIBBONS LTD 01-14-000-72542	499.50
					Total :	499.50
2510	6/5/2019	018837	INSURANCE PROGRAM MANAGERS GR	190326W026	PAYEE-PETERSON JOHNSON & ML 01-14-000-72542	2,060.00
					Total :	2,060.00
2511	6/5/2019	018837	INSURANCE PROGRAM MANAGERS GR	190408W006.	PAYEE-INGALLS OCCUPATIONAL M 01-14-000-72542	818.89
					Total :	818.89
2512	6/5/2019	018837	INSURANCE PROGRAM MANAGERS GR	190320W011	PAYEE-ADVANCED MIDWEST RADI 01-14-000-72542	44.00
					Total :	44.00
2513	6/5/2019	018837	INSURANCE PROGRAM MANAGERS GR	190408W031	PAYEE-C AND R MEDICAL GROUP 01-14-000-72542	83.39
					Total :	83.39
2514	6/18/2019	018837	INSURANCE PROGRAM MANAGERS GR	190320W011	PAYEE-PALOS COMMUNITY HOSPI 01-14-000-72542	80.29
					Total :	80.29
2515	6/18/2019	018837	INSURANCE PROGRAM MANAGERS GR	190320W011	PAYEE-PALOS COMMUNITY HOSPI 01-14-000-72542	25.00
					Total :	25.00

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<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
2516	6/18/2019	018837	INSURANCE PROGRAM MANAGERS GRI 190320W011..		PAYEE-PHOTOFAX INC 01-14-000-72542	275.00
Total :						275.00
2517	6/18/2019	018837	INSURANCE PROGRAM MANAGERS GRI 190320W011.		PAYEE-RECORD COPY SERVICE 01-14-000-72542	89.75
Total :						89.75
2519	6/27/2019	018837	INSURANCE PROGRAM MANAGERS GRI 190320W011		PAYEE-INMAN & FITZGIBBONS LTD 01-14-000-72542	698.50
Total :						698.50
11 Vouchers for bank code : ipmq						Bank total : 4,716.20
75 Vouchers in this report						Total vouchers : 217,678.07

The Tinley Park Village Board having duly met at Village Hall do hereby certify that the following claims or demands against said village were presented and are approved for payment as presented on the above listing.

In witness thereof, the Village President and Clerk of the Village of Tinley Park, hereunto set their hands.

_____ Village President

_____ Village Clerk

_____ Date

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Bank code : apbank

<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
182885	7/12/2019	013709 3E CO ENVIR.ECOLOG.ENG.	3EU0091781		VERISK 3E RENEWAL	
				VTP-017133	01-26-023-73845	341.00
				VTP-017133	01-26-024-73845	170.50
				VTP-017133	60-00-000-73845	213.13
				VTP-017133	63-00-000-73845	25.58
				VTP-017133	64-00-000-73845	102.29
					Total :	852.50
182886	7/12/2019	018932 ALOHA CHICAGO ENTERTAINMENT	052119.		PERFORMANCE AT THE BLOCK PA	
				VTP-017061	01-35-000-72923	330.00
					Total :	330.00
182887	7/12/2019	019036 AMERICAN LIBERTY SCHOOL BUS CO	061919		SHUTTLE SERVICE (2 BUSES) FOR	
				VTP-017174	01-35-000-72923	1,344.00
					Total :	1,344.00
182888	7/12/2019	002424 AMERICAN WATER WORKS ASSOC	7001693447		MEMBERSHIP PHIL MITCHELL	
					60-00-000-72720	29.05
					63-00-000-72720	29.05
					64-00-000-72720	24.90
					Total :	83.00
182889	7/12/2019	018209 ARELLANO, AIREEN	041419		REIM EXP DISPLAY/EDUCATION BC	
					01-41-044-72977	142.94
					Total :	142.94
182890	7/12/2019	002537 AURELIO'S PIZZA	3		PIZZAS	
					01-21-000-72220	222.80
					Total :	222.80
182891	7/12/2019	003166 B & J TOWING AND AUTO REPAIR	0015682		TRUCK SAFETY INSPECTIONS	
					01-26-023-72266	168.00
					60-00-000-72266	29.40
					63-00-000-72266	29.40
					64-00-000-72266	25.20
					Total :	252.00

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<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
182892	7/12/2019	003359 BACKFLOW SOLUTIONS INC	3802		CROSS CONNECTION CONTROL PI	
				VTP-017208	60-00-000-72790	2,919.03
			3803		ONLINE SUBSCRIPTION FEE	
					60-00-000-72790	495.00
					Total :	3,414.03
182893	7/12/2019	014638 BEACH BUM BAND, INC	061819		PERFORMANCE AT BLOCK PARTY	
				VTP-017167	01-35-000-72923	1,500.00
					Total :	1,500.00
182894	7/12/2019	002974 BETTENHAUSEN CONSTRUCTION SERV	190097		HAULING STONES	
					60-00-000-73860	252.00
					64-00-000-73860	108.00
					01-26-023-73860	180.00
					70-00-000-73860	60.00
			190098		HAULING STREET SWEEPINGS	
					01-26-023-72890	350.00
					Total :	950.00
182895	7/12/2019	017044 BISHOP, SAMANTHA	071019		PER DIEM: MEALS EVIDENCE BASE	
					01-17-220-72140	45.00
					Total :	45.00
182896	7/12/2019	015368 BOBBITT, CHERYL	070219		REIM EXP POLO SHIRTS	
					01-19-020-73610	64.49
					Total :	64.49
182897	7/12/2019	012907 BORROWDALE, RUSSELL	062619		REIM.EXP.UNIFORM CLOTHING RE	
					01-17-220-73610	122.34
					Total :	122.34
182898	7/12/2019	011692 BYTE SIZED SOLUTIONS LLC	010721		PROJ MANAGEMENT FIRE DEPT/C	
					01-19-000-72655	243.75
					Total :	243.75
182899	7/12/2019	003229 CED/EFENGEE	5025-526132		SINGLE TIER SOCKET,RELAY COIL	
					01-26-025-72530	61.10

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<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
182899	7/12/2019	003229	003229 CED/EFENGEE		(Continued)	Total : 61.10
182900	7/12/2019	014770	CFA SOFTWARE, INC.	14159	SUBSCRIPTION SAAS FOR CFAWIN 01-26-023-72655	9,586.70 Total : 9,586.70
182901	7/12/2019	010637	CHASE CARD SERVICES	071119	**** 6102 BRAD BETTENHAUSEN M 01-15-000-72130 01-15-000-72170	42.50 114.40 Total : 156.90
182902	7/12/2019	018915	CIT INTERNATIONAL INC	05378	REGIST STANLEY TENCZA 01-17-220-72140	325.00 Total : 325.00
182903	7/12/2019	018311	CONNECTION	56890798	SURFACE USB 01-16-000-72565	46.99 Total : 46.99
182904	7/12/2019	018975	CONNER, KEVIN E	061819	VTP-017173 PERFORMANCE OF ARRA/BLK PAR 01-35-000-72923	2,500.00 Total : 2,500.00
182905	7/12/2019	012826	CONSTELLATION NEWENERGY, INC.	15052733801 15165541801	CUST#795603-11 4/17/19-5/17/19 01-26-024-72510 ACCT ID#8368396 #46230555116 5/ 01-26-024-72510	157.12 9,380.04 Total : 9,537.16
182906	7/12/2019	003408	COOK COUNTY TREASURER	31061000390000	PIN#31-06-100-039-0000 18303 COM 01-14-000-72357	6,574.74 Total : 6,574.74
182907	7/12/2019	003408	COOK COUNTY TREASURER	28304110200000	PIN#28-30-411-020-0000 6700 174TH 27-00-000-72357	5,079.92 Total : 5,079.92
182908	7/12/2019	013548	CREATIVE PRODUCT SOURCING INC.	124599	GRADUATION FOR DARE	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
182908	7/12/2019	013548 CREATIVE PRODUCT SOURCING INC.	(Continued)	VTP-016867	01-17-230-73600	917.40
Total :						917.40
182909	7/12/2019	000550 CUPKAKE'S FAM FUN TIME CLOWNS	071119		FACE PAINTING/NAT'L NIGHT OUT { 01-17-215-73600	300.00
Total :						300.00
182910	7/12/2019	009126 DAVID FLEMING ENTERTAINMENT	070119		MAGIC,JUGG,BALLOONS/NAT'L NIC 01-17-215-73600	200.00
Total :						200.00
182911	7/12/2019	003770 DUSTCATCHERS INC	63281		MATS/VH 01-26-025-72790	65.93
			63282		MATS/PD 01-26-025-72790	85.41
			63283		MATS/PW GARAGE 01-26-025-72790	99.08
Total :						250.42
182912	7/12/2019	017073 DYNEGY ENERGY SERVICES LLC	146561319071		ACCT#GMCTIN1000 5/29/19-6/26/19 64-00-000-72510 60-00-000-72510 63-00-000-72510 60-00-000-72510 63-00-000-72510 64-00-000-72510	1,181.69 4,121.60 4,121.60 2,022.66 2,022.66 5,392.14
Total :						18,862.35
182913	7/12/2019	004152 ECOLAB PEST ELIMINATION INC.	7435950		PEST CONTROL/VH 01-26-025-72790	474.44
			7435951		PEST CONTROL TRAIN ST 01-26-025-72790	86.48
Total :						560.92
182914	7/12/2019	016517 EIGEL, JAY S	071219	VTP-017028	SOUTH OF DISORDER BLOCK PAR 01-35-000-72923	700.00

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<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
182914	7/12/2019	016517	016517 EIGEL, JAY S		(Continued)	Total : 700.00
182915	7/12/2019	004052	ELECTRIC BLUE ENTERTAINMENT	070319	VTP-017046 DJ BLOCK PARTY 01-35-000-72923	550.00 Total : 550.00
182916	7/12/2019	011269	ELLIS, DON	071219	VTP-017120 SOUND AND LIGHTS FOR TWO ST/ 01-35-000-72923	1,200.00 Total : 1,200.00
182917	7/12/2019	011611	FOX VALLEY FIRE & SAFETY CO.	IN00279452	VTP-016992 MONTHLY RADIO MAINT 6/1/19-6/30 14-00-000-72750	8,304.25 Total : 8,304.25
182918	7/12/2019	019083	GAYTON, ROBERT & ISABELL	Ref001378736	UB Refund Cst #00453194 60-00-000-20599	92.03 Total : 92.03
182919	7/12/2019	010419	GLOBAL EMERGENCY PRODUCTS, INC	AGJ13889	TROUBLESHOOT ENGINE /REPAIR 01-19-000-72540	1,053.00 Total : 1,053.00
182920	7/12/2019	019086	GOLDFARB, JESSICA	Ref001378739	UB Refund Cst #00481559 60-00-000-20599	57.86 Total : 57.86
182921	7/12/2019	017885	HARMON JR, MICHAEL	070819	PER DIEM: FUEL/SSERT SWAT SCH 01-17-220-72140	83.32 Total : 83.32
182922	7/12/2019	018862	HEARTSMART.COM	HS349159	VTP-017182 AED WALL CABINET 01-17-205-73600	499.50 Total : 499.50
182923	7/12/2019	015854	IFSAP	071219	CHERYL BOBBITT/EXCEL ADV 7/12/ 01-19-020-72140	90.00 Total : 90.00

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<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
182924	7/12/2019	005035 IGFOA	071219		REGIST EILEEN SCHOLZ CONF AC 01-15-000-72170	365.00
					Total :	365.00
182925	7/12/2019	005122 ILL.FIREFIGHTERS ASSOC., INC.	2178		DUES, MEMBERSHIP FOREST REEF 01-19-000-72720	40.00
					Total :	40.00
182926	7/12/2019	005123 ILLINOIS FIRE INSPECTORS ASSOC	20723		REGIST DAN RIORDAN FS BEST PF 01-19-020-72140	50.00
					Total :	50.00
182927	7/12/2019	018782 INTELLIGENT TRAFFIC EQUIPMENT	2019681	VTP-016376	LANE LIGHT 30-00-000-75801	26,522.86
					Total :	26,522.86
182928	7/12/2019	004206 JBR INC. FUNDWAYS OF ILL.INC.	071119	VTP-016830	RENTAL OF RIDES AND INFLATABL 01-35-000-72923	5,777.00
					Total :	5,777.00
182929	7/12/2019	019087 JUDY, CYNTHIA	Ref001378740		UB Refund Cst #00501271 refund duj 60-00-000-20599	88.55
					Total :	88.55
182930	7/12/2019	005409 KANE MCKENNA & ASSOCIATES INC	16419		ENCORE INCENTIVE ANALYSIS 01-33-320-72750	2,200.00
					Total :	2,200.00
182931	7/12/2019	019084 KETHCART, DIANE	Ref001378737		UB Refund Cst #00454465 60-00-000-20599	2.74
					Total :	2.74
182932	7/12/2019	015288 KIESLER POLICE SUPPLY	IN112014	VTP-017069	AMMUNITION 01-17-220-73760	2,875.57
			IN112547	VTP-017069	AMMUNITION 01-17-220-73760	1,259.28
					Total :	4,134.85

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
182933	7/12/2019	016616 KURTZ AMBULANCE SERVICE INC.	10212		EMS SERV AGREEMENT 6/1/19-6/3 01-21-000-72856	53,625.42
					Total :	53,625.42
182934	7/12/2019	019081 LOFTUS, JEFFERY M	042619		REIM EXP GLOVES 01-41-044-72977	24.04
			042619.		REIM EXP GLOVES 01-41-044-72977	32.88
					Total :	56.92
182935	7/12/2019	014846 LORENCE, BRUCE	071219		JULY'19 LGB TRAIN MONTHLY MAIN 01-26-025-72530	30.00
					Total :	30.00
182936	7/12/2019	018156 LUSBY JR, TERRY	070819		REIM. EXP. WHEEL SPA EXPRESS 01-26-025-72530	20.00
					Total :	20.00
182937	7/12/2019	013059 MAIOLO, DENISE	070519		REIM.EXP. MILEAGE 16.11 @ .58 JL 01-12-000-72170	9.34
					Total :	9.34
182938	7/12/2019	005765 MARTIN WHALEN O.S. INC.	IN1972205		XER/XALC8055 CONTRACT 6/29/19: 01-14-000-72750 01-19-000-72750 01-19-020-72750 01-21-000-72750 01-33-300-72750 01-33-310-72750 01-33-320-72750 14-00-000-72750 60-00-000-72750 01-35-000-72750	5,945.75 569.27 569.27 24.08 1,176.02 1,176.02 1,176.02 569.27 4,824.35 1,366.95
					Total :	17,397.00
182939	7/12/2019	014667 MATISE, JOSEPH E	051419	VTP-017030	BLOCK PARTY PERFORMANCE 01-35-000-72923	700.00

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<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
182939	7/12/2019	014667	014667 MATISE, JOSEPH E		(Continued)	Total : 700.00
182940	7/12/2019	013492	MCDONALD, JACLYN		070919 DJ NATL NIGHT OUT 8/6/19 01-17-215-73600	200.00 Total : 200.00
182941	7/12/2019	012517	MERIDIAN IT INC		454233 SERV CALL REPAIR / TROUBLESHC 01-16-000-72650	1,900.00 Total : 1,900.00
182942	7/12/2019	010810	MUNICIPAL SERV. CONSULTING INC		TPCN-6-19 CIMP JUNE'19 30-00-000-75812 TPCS-6-19 RADIO-NETWORK SYSTEM/COMM 11-00-000-72750 TPFD-5-19 STATION ALERTING INSTALL VTP-017185 01-19-000-72550	13,104.00 14,238.00 1,323.00 Total : 28,665.00
182943	7/12/2019	014443	MURPHY & MILLER, INC		CR00000662 CREDIT MC00006767 PREV MAINT 01-26-025-72790 MC00006752 PREVENTATIVE MAINTENANCE FO VTP-017213 01-26-025-72790 MC00006767 PREVENTATIVE MAINT-FOR VILLAC VTP-017212 01-26-025-72790 SVC00021593 GASKETS FOR BOILER VH 01-26-025-72520	-4,196.61 855.06 4,196.61 181.56 Total : 1,036.62
182944	7/12/2019	013007	NASRO		60553 MEMBERSHIP DARREN PERSHA 01-17-205-72720	40.00 Total : 40.00
182945	7/12/2019	015723	NICOR		09977410001 ACCT#09-97-74-1000 1 7801 W 191S 01-26-025-72511 53463710003 ACCT#53-46-37-1000 3 18241 S 80T 01-26-025-72511 73675410002 ACCT#73-67-54-1000 2 7800 183RD 01-26-025-72511	116.97 36.43 758.79

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
182945	7/12/2019	015723 NICOR	(Continued) 74433410003		ACCT#74-43-34-1000 3 7700 W 183I 01-26-025-72511	34.20
Total :						946.39
182946	7/12/2019	006216 NORTH EAST MULTI-REG TRAINING	258382		SAMANTHA BISHOP/INTERVW & IN 01-17-220-72140	375.00
Total :						375.00
182947	7/12/2019	006221 NORTHERN SAFETY CO. INC.	903518489		LOCATING MARKING FLAGS	
				VTP-017157	01-26-023-72513	433.46
				VTP-017157	01-26-024-72513	433.46
				VTP-017157	60-00-000-72513	433.47
				VTP-017157	64-00-000-72513	433.47
Total :						1,733.86
182948	7/12/2019	015811 NSN EMPLOYER SERVICES, INC.	3729		MANAGEMENT SERVICES 01-14-000-72445	500.00
Total :						500.00
182949	7/12/2019	019085 PETER HOLDEN, & JAMES LAGESTEE	Ref001378738		UB Refund Cst #00475986 60-00-000-20599	56.36
Total :						56.36
182950	7/12/2019	017268 PETERSON JOHNSON & MURRAY	12339		JABER ON BEHALF OF HIMSELF/O 60-00-000-72850	117.00
			12352		VOTP-GENERAL MATTERS SERV TI 01-14-000-72850	22,730.00
			12353		FOIA SERV THRU 6/30/19 01-14-000-72850	4,676.00
			12354		PANDUIT LEGACY TIF SERV THRU 16-00-000-72850	437.50
			12355		NEW BREMEN TIF SERV THRU 6/30 27-00-000-72850	1,838.50
			12357		VOTP 2019 NO CASH BID SERV THI 01-14-000-72850	1,225.00
			12358		RAHMAN VS VOTP SERV THRU 6/30	

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<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
182950	7/12/2019	017268 PETERSON JOHNSON & MURRAY	(Continued)			
			12359		01-14-000-72850 VOTP GENERAL LABOR MATTER S	1,095.00
			12364		01-14-000-72855 VOTP PROSECUTIONS SERV THRL	7,156.50
			12365		01-14-000-72850 JOHNSON VS VOTP,VANDENBERG	7,300.00
			12366		01-14-000-72855 EBERHARDT VS VOTP,THIRION SE	1,111.50
					01-14-000-72850	39.00
					Total :	47,726.00
182951	7/12/2019	014682 PITNEY BOWES	3103257207		ACCT#0010611388 LEASING CHAR	
					01-17-205-72750	540.87
					Total :	540.87
182952	7/12/2019	006499 PITNEY BOWES INC	1013384075		ACCT#0012198182 7/16/19-10/15/19	
					01-14-000-72750	75.00
					60-00-000-72750	75.00
					Total :	150.00
182953	7/12/2019	006507 POSTMASTER, U. S. POST OFFICE	062819		PERMIT#6 JULY'19 WATER BILLS	
					60-00-000-72110	2,827.20
					Total :	2,827.20
182954	7/12/2019	006507 POSTMASTER, U. S. POST OFFICE	071119		STAMPS	
					01-19-020-72110	165.00
					Total :	165.00
182955	7/12/2019	006507 POSTMASTER, U. S. POST OFFICE	071119.		STAMPS	
					01-19-000-72110	110.00
					Total :	110.00
182956	7/12/2019	019037 POTTS & PANS INC NFP	062719.		3 PERFORMANCES AT THE BLOCK	
				VTP-017181	01-35-000-72923	397.50
					Total :	397.50
182957	7/12/2019	013587 PROSHRED SECURITY	100131296		SHREDDING PD	

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<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
182957	7/12/2019	013587 PROSHRED SECURITY	(Continued)		01-17-205-72750	160.00
					Total :	160.00
182958	7/12/2019	012095 RECORD A HIT	191129		VTP-016665 RIDES/ATTRACTIONS 01-35-000-72923	3,345.00
					Total :	3,345.00
182959	7/12/2019	017782 REMINGTON ARMS CO LLC	44976363	VTP-016600	MISC. GUN PARTS 01-17-220-73760	1,605.39
					Total :	1,605.39
182960	7/12/2019	006974 RINGHOFER, WILLIAM	071019		HEALTH INSURANCE REIM JULY '19 01-17-205-72435	601.70
					Total :	601.70
182961	7/12/2019	006874 ROBINSON ENGINEERING CO. LTD.	19070005		PROJ#19-R0005.014 RESURF PRO 06-00-000-72840	32,202.00
					Total :	32,202.00
182962	7/12/2019	007453 SERVICE SANITATION, INC.	7758824	VTP-016993	FIREMAN TRAINING CENTER SERV 01-19-000-72750	153.25
					Total :	153.25
182963	7/12/2019	013043 SITE DESIGN GROUP, LTD.	7698-44		NATURAL AREAS MAINT SERV 5/26/19-6/22/19 01-26-023-72847	2,727.50
			7946-26		MOWING SERVICES 5/26/19-6/22/19 01-26-023-72847	3,390.00
			7954-22		PANDUIT LEGACY POND SERV 5/26/19-6/22/19 16-00-000-75315	115.00
			7955-14		IRRIGATION MAINT SERV 5/26/19-6/22/19 01-26-023-72847	67.50
			8081-17		DOWNTOWN PLANTERS SERV 5/26/19-6/22/19 01-26-023-72847	1,050.00
			8322-10		FAIRFIELD GLEN RESTORATION 5/26/19-6/22/19 30-00-000-73681	590.00
			8323-11		APPLE POND DREDGING & RESTO	

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<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
182963	7/12/2019	013043	SITE DESIGN GROUP, LTD.	(Continued)		
				8498-06	30-00-000-73681 SUBURBAN TREE CONSORTIUM SI 01-26-023-72847	495.00 7,261.11
Total :						15,696.11
182964	7/12/2019	002592	SPOK, INC.	C6092566S	ACCT#6092566-6 PAGER SERVICE 01-17-205-72125 01-26-025-72125	68.62 8.28
Total :						76.90
182965	7/12/2019	012238	STAPLES BUSINESS ADVANTAGE	3416816359	TAPE, SHARPIES, INKJOY, POST-ITS 01-14-000-73110	86.54
				3416816361	ENVELOPES 01-17-205-73110	20.69
				3416816362	ENV, DIV, FLDR, POUCH, BINDER CLI 01-17-205-73110	190.40
				3416816363	SECURE A PEN 01-17-205-73110	8.18
				3417355241	CORK BOARD 01-14-000-73110	34.29
				3417355242	STPLR, MOISTENER FINGERS, OINT 01-17-205-73110	72.14
				3417355243	CHAIR 01-17-205-73600	279.96
				3417355244	BATTERY 01-17-205-73110	7.79
				3417355245	SWIFTER, CORR TAPE, SINUS CARE 01-17-205-73600 01-17-205-73110 01-17-220-72855	22.79 11.99 21.49
Total :						756.26
182966	7/12/2019	011189	STAPLES CREDIT PLAN	48101	**** 8144 HI-YIELD BL 60-00-000-73110 64-00-000-73110 01-26-023-73110	61.04 26.16 87.20

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Village of Tinley Park

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<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
182966	7/12/2019	011189 STAPLES CREDIT PLAN	(Continued)		01-26-024-73110	43.59
					Total :	217.99
182967	7/12/2019	018264 THE LAKOTA GROUP, INC.	18047-03		DOWNTOWN STREETSCAPES 2/1/ 30-00-000-75905	3,267.50
					Total :	3,267.50
182968	7/12/2019	018061 THE MAIL HOUSE	8322		MAILBOXES/8632 MONAGHAN & 19 01-26-023-73840	760.00
					Total :	760.00
182969	7/12/2019	018533 THE RIGHT STUFF ENTERTAINMENT	070319	VTP-017206	PERF THE BOY BAND NIGHT ON M 01-35-000-72923	3,000.00
					Total :	3,000.00
182970	7/12/2019	007717 THIRD DISTRICT FIRE CHIEF ASSN	4135	VTP-017194	MABAS DUES 01-19-000-72720	1,817.75
					Total :	1,817.75
182971	7/12/2019	014854 THOMSON REUTERS-WEST PYMNT CTF 840564221			WEST INFO 6/1/19-6/30/19 01-17-225-72852	188.47
					Total :	188.47
182972	7/12/2019	007800 THYSSENKRUPP ELEVATOR CORP	ACIA-1L4JMON	VTP-017197	ELEVATOR REPAIRS AT PUBLIC SA 01-26-025-72530	672.50
					Total :	672.50
182973	7/12/2019	018160 TINLEY PARK BOWL INC	3		RENTAL 10 BEAN BAG GAMES 01-35-000-72923	100.00
					Total :	100.00
182974	7/12/2019	004490 TINLEY PARK POLICE DEPT	070119		PETTY CSH/STMPs,MLEAGE,MTG,F 01-17-205-72110	11.00
					01-17-205-72130	25.48
					01-17-205-72170	30.00
					01-17-205-73530	40.00
					01-17-215-72220	32.70

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Voucher List
Village of Tinley Park

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<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
182974	7/12/2019	004490 TINLEY PARK POLICE DEPT	(Continued)		01-17-215-73600 01-17-220-72170	21.66 40.00
Total :						200.84
182975	7/12/2019	007930 TRANS UNION	06900363		BASIC SERV,CREDIT,REPORTS,ALI 01-17-225-72852	178.54
Total :						178.54
182976	7/12/2019	019073 TYNAN	070319	VTP-017207	PERFORM TYNAN AT MUSIC IN THE 01-35-000-72923	3,000.00
Total :						3,000.00
182977	7/12/2019	007987 UNITED METHODIST CHURCH	071219		JULY'19 COMMUTER PARKING LOT 70-00-000-72621	1,200.00
Total :						1,200.00
182978	7/12/2019	018250 VERIZON CONNECT NWF INC	OSV000001806234		CUST ID# TINL001 GPS TRUCK TR. 01-26-023-72790	322.15
Total :						322.15
182979	7/12/2019	006362 VILLAGE OF OAK LAWN	1-9990015-00		ACCT#1-9990015-00 6/1/19-7/1/19 60-00-000-73220 63-00-000-73220	623,596.41 575,627.45
Total :						1,199,223.86
182980	7/12/2019	012368 VISION INTEGRATED GRAPHICS,LLC	527342		JULY 1ST WATER BILLS 60-00-000-72310 64-00-000-72310	1,292.00 553.72
Total :						1,845.72
182981	7/12/2019	011055 WARREN OIL CO.	W1233292		N.L. GAS USED 6/7/19-6/24/19 01-17-205-73530 01-19-000-73530 01-19-020-73530 01-21-000-73530 60-00-000-73530 63-00-000-73530	9,765.92 370.03 84.87 169.26 850.00 212.50

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Voucher List
Village of Tinley Park

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<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>	
182981	7/12/2019	011055 WARREN OIL CO.	(Continued)				
					64-00-000-73530	455.36	
					01-26-023-73530	1,105.75	
					01-26-024-73530	582.33	
					01-33-300-73530	181.29	
					01-12-000-73530	252.70	
					01-14-000-73532	99.78	
					01-53-000-73530	388.30	
					01-42-000-73545	200.51	
			W1233293		DIESEL USED 6/7/19-6/24/19		
					01-19-000-73545	991.12	
					60-00-000-73545	81.24	
					63-00-000-73545	20.31	
					64-00-000-73545	43.52	
					01-26-023-73545	576.82	
					01-26-024-73545	59.45	
					01-14-000-73531	2,824.83	
					Total :	19,315.89	
182982	7/12/2019	018842 WILLIAMS, LYNETTE	070319		REFUND VEHICLE STICKER/NO LO		
					06-00-000-79005	35.00	
					Total :	35.00	
98 Vouchers for bank code : apbank						Bank total :	1,565,488.71

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Voucher List
Village of Tinley Park

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Bank code : ipmq

<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
2520	7/9/2019	018837	INSURANCE PROGRAM MANAGERS GR	190320W011	PAYEE-JAMES RYGULA 01-14-000-72542	45.24
Total :						45.24
2521	7/9/2019	018837	INSURANCE PROGRAM MANAGERS GR	190408W031	PAYEE-ALPHA REVIEW CORPORAT 01-14-000-72542	5.00
Total :						5.00
2 Vouchers for bank code : ipmq						Bank total : 50.24
100 Vouchers in this report						Total vouchers : 1,565,538.95

The Tinley Park Village Board having duly met at Village Hall do hereby certify that the following claims or demands against said village were presented and are approved for payment as presented on the above listing.

In witness thereof, the Village President and Clerk of the Village of Tinley Park, hereunto set their hands.

_____ Village President

_____ Village Clerk

_____ Date



Interoffice Memo

Date: July 3, 2019
To: Legal and Administration Committee
Cc: Dave Niemeyer, Village Manager
From: Hannah Lipman, Management Analyst
Subject: Electrical Aggregation Renewal

During 2011 and 2012, the Village completed the necessary steps to allow for the creation of an 'opt out' electric aggregation program as authorized by the state. The 'opt out' electric aggregation programs allows the Village to go out to bid on an annual basis to negotiate the purchase of the combined electric supply of its residents and small businesses in an effort to secure the lowest market cost electric supply. Regardless of the supplier, ComEd remains the distributor. All residents and small businesses are automatically enrolled in the program, unless they choose to opt out (at no cost). Since its inception, this program has saved residents and businesses Village-wide over \$5.7 million. All residents and small businesses receive notice via mail annually, whether in the program or opted out of the program, detailing changes and providing instructions if they wish to remove themselves from the program or rejoin the program.

Last year for the first time, due to changing market conditions, the Village did not receive any bids from suppliers that were lower than the (variable) ComEd rate of 7.75cents. However, our electric consultant, NIMEC, recommended a 100% green aggregation program which would make Tinley Park an EPA designated green power community. Through this program, the supplier, MC Squared agreed to match the ComEd rate, all while providing our residents and businesses with green energy through the purchase of Renewable Energy Credits (RECs) at no additional costs. Suppliers are able to do this through analysis of individual accounts; costlier accounts to serve remained on ComEd supply, while low power users were supplied through MC Squared. Regardless of supplier, the entire aggregation receives green energy. The Village's Environmental Enhancement Commission has worked with and continues to work closely with NIMEC to ensure the rates, regardless of supplier, are the same average.

To date, there are roughly 19,000 accounts in the Village's electric aggregation program. As of a result of the Village's participation in the 100% green aggregation program, Tinley Park is currently the #5 community in the United States designated by the EPA in terms of green power consumed as percentage of total consumption.

This past year, the program did have an opt out rate of about 17%, which was a bit higher than years past. Initially, the Clerk's Office did field a high volume of calls once mail notices were dropped, however there has been no issues since. The current contract with MC Squared expires in October of this year.

Initial bid results for this upcoming year are attached. Similar to last year, no bids came back lower than the ComEd base rate of 7.052cents per kwh. MC Squared has again bid to match the ComEd rate and continue the 100% green aggregation program.

The Committee will need to make a recommendation to renew the current 100% green aggregation program, or switch to ComEd as the sole supplier with final Board approval on July 16th.

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

RESOLUTION
NO. 2019-R-068

**A RESOLUTION APPROVING AN EXTENDED TERM AGREEMENT AMENDMENT NO. 1
WITH MC SQUARED ENERGY SERVICES, 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

RESOLUTION NO. 2019-R-068**A RESOLUTION APPROVING AN EXTENDED TERM AGREEMENT AMENDMENT NO. 1 WITH MC SQUARED ENERGY SERVICES, LLC**

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

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into an Extended Term Agreement with MC Squared Energy Services, LLC, a true and correct copy of such agreement being attached hereto and made a part hereof as **EXHIBIT 1**; and

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

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

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

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

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

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

ADOPTED this 16TH day of July, 2019, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 16th day of July, 2019, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

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-068, “**A RESOLUTION APPROVING AN EXTENDED TERM AGREEMENT AMENDMENT NO. 1 WITH MC SQUARED ENERGY SERVICES, LLC,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on July 16, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 16th day of July, 2019.

 KRISTIN A. THIRION, VILLAGE CLERK

EXTENDED TERM AGREEMENT AMENDMENT NO. 1

This Extended Term Agreement Amendment No. 1 (hereinafter the "ETA No. 1"), is entered as of this XXth day of July 2019 between the Village of Tinley Park, Kendall County, Illinois, an Illinois municipal corporation (hereinafter the "Village") and MC Squared Energy Services, LLC (hereinafter the "Supplier") (each a "Party" and collectively, the "Parties").

WHEREAS, Supplier and Village are the Parties to a Master Power Supply Agreement dated July 18, 2018 and amended July XX, 2019 (hereinafter the "MPSA" which is hereby incorporated by reference)

WHEREAS, pursuant to the terms of the MPSA, including Section 5.1, the Parties mutually wish to extend the term of the MPSA.

NOW, THEREFORE, the Parties agree as follows:

1. The Parties agree to replace Exhibit C with Amended Exhibit C to reflect the mutually agreed extended term of twenty-four (24) months.
2. The Parties agree that by executing this ETA No.1, Extended Term will last until October 2021, subject to future mutual extensions.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement to be effective on the date first written above.

Supplier: MC Squared Energy Services, LLC

Municipality: Village of Tinley Park

Signed:

Signed:

Printed/Typed Name:
Charles Sutton

Printed/Typed Name:

Title:
President

Title:

Date: _____

Date: _____

Attest:

Attest:

Signed

Signed

Printed/Typed Name:

Printed/Typed Name:

Title:

Title:

AMENDED EXHIBIT C**PRICE AND TERM**

Eligible Customers as defined in MPSA Section 2.13 includes all residential and small commercial Aggregation customers within the Municipality excluding customers served by other alternative retail electric suppliers (ARES) including pending “with RES” status, and customers served under ComEd’s Hourly Tariffed supply service (Rate RRTP).

Eligible Customers in subsequent opt-out cycles will be placed on Supplier service or Tariffed Service as defined in MPSA Section 2.39 of the Agreement (i.e. ComEd default tariff supply service) based on Supplier’s criteria including the customer’s usage patterns and wholesale market conditions. Eligible Customers will be assessed the same Customer Class Price and will continue to receive monthly invoice statements from ComEd without regard to whether they are served by Supplier or on Tariffed Service.

Eligible Customer Class Price: Variable rate equal to the ComEd published tariff supply service costs including the Purchased Electricity Charges (PEC), Transmission Service Charges (TSC) and the Purchased Electricity Adjustment (PEA) for each applicable month for the Term of the Agreement.

Termination Fee for Withdrawing Customers:

No Early Termination Fees - \$0 (zero) per utility account

Delivery Term:

Initial Term: Twelve (12) Months – Period of October 2018 to October 2019

Extended Term: **Twenty-four (24) Months – Period of October 2019 to October 2021**

Special Services:

(1.) **EcoGreen Aggregation Program** - Supplier will acquire and retire on behalf of the Village of Tinley Park, Wind generated Renewable Energy Certificates (RECs) from a location to be determined by Supplier within the Midwest Renewable Energy Tracking System (MRETS). The RECs to be retired will be equal to an amount based on the historical twelve months of electricity usage for the Eligible Customers excluding accounts on ComEd hourly tariff supply service and accounts with another alternative electric supplier, represented on the provided ComEd “Usage Data” file. Supplier will assist the Village of Tinley Park with all the documentation required to continue to be an EPA Green Power Partnership Community.

Supplier: MC Squared Energy Services, LLC

Municipality: Village of Tinley Park

Signed:

Signed:

Printed/Typed Name:

Printed/Typed Name:

Charles Sutton

Title:

Title:

President

Date: _____

Date: _____

Attest:

Attest:

Signed

Signed

Printed/Typed Name:

Printed/Typed Name:

Title:

Title:



Municipal Expertise. Community Commitment.

Jennifer S. Prinz, PE CFM
Direct Line: (708) 210-5687
Email: jprinz@reltd.com

July 5, 2018

REL Project 18-R0005.02

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

Attn.: Mr. Colby Zemaitis, Village Engineer

RE: FY 2019-2021 Cracking Sealing Program- Roadway & Parking Lot Maintenance

Dear Colby:

Bids were received and publicly read on Thursday July 5, 2018 at 9:31 am for the above-mentioned project and the bid results are as follows

<u>Contractor</u>	<u>Location</u>	<u>As Read & Calculated Bid</u>
Denler SKC Construction	Mokena, IL Elgin, IL	\$125,240.00 \$180,600.00
<i>Engineer's Estimate</i>		\$180,000.00

We have reviewed the bids and found them to be correct and in order; therefore, at this time we would recommend that the Village award the contract to the low responsive responsible bidder Denler, Inc. in the amount of One Hundred Twenty-Five Thousand Two Hundred Forty Dollars and Zero Cents (\$125,240.00)

Should there be any questions on this matter, please feel free to call me.

Respectfully yours,
ROBINSON ENGINEERING, LTD.

Jennifer S. Prinz

Jennifer S. Prinz, PE CFM,
R:\2015-2019\2018\18-R0005.TP\18-R0005.02\18-R0005.02 AWARD LTR Cracksealing.doc
JSP/pc

Encl. Bid Tabulation

Xc Kevin Workowski, Director of Public Works via e-mail
John Urbanski, Assistant Director of Public Works via e-mail
Kelly Mulqueeny, Street Superintendent via e-mail



Tabulation of Bids

Local Public Agency: Village of Tinley Park Date: 7/5/18
 County: _____ Time: 9.31am
 Section: _____ REL Project #: 18-R0005.02
 Estimate: \$180,000.00

Attended By: Prinz, Jennifer

	Name of Bidder:	Denler Inc.	SKC Construction Inc.
	Address of Bidder:	20502 S. Cherry Hill Road	PO Box 503
	Approved Engineer's Estimate		

Item No.	Item Description	Unit	QTY	Unit Price	Total	Unit Cost	Total	Unit Cost	Total
R6001100	CRACK FILLING - ROADWAY	FOOT	305,000	\$0.50	\$152,500.00	\$0.37	\$112,240.00	\$0.52	\$158,600.00
R6001102	CRACK FILLING - PARKING LOTS	FOOT	10,000	\$0.75	\$7,500.00	\$0.72	\$7,200.00	\$1.00	\$10,000.00
R6001104	CRACK FILLING (WITH FIBER ASPHALT) - ROADWAY	FOOT	20,000	\$1.00	\$20,000.00	\$0.29	\$5,800.00	\$0.60	\$12,000.00
				TOTAL:	\$180,000.00		\$125,240.00		\$180,600.00

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

RESOLUTION
NO. 2019-R-071

**A RESOLUTION APPROVING A CONTRACT FOR THE 2020 CRACK SEALING PROGRAM
WITH DENLER INCORPORATED**

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

RESOLUTION NO. 2019-R-071**A RESOLUTION APPROVING A CONTRACT FOR THE 2020 CRACK SEALING PROGRAM WITH DENLER INCORPORATED**

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

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

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

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

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

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

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

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

ADOPTED this 16TH day of July, 2019, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 16th day of July, 2019, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

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-071, “**A RESOLUTION APPROVING A CONTRACT FOR THE 2020 CRACK SEALING PROGRAM WITH DENLER INCORPORATED,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on July 16, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 16th day of July, 2019.

 KRISTIN A. THIRION, VILLAGE CLERK



Interoffice

Memo

Date: July 12, 2019

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

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

Subject: LED Street Lighting Replacement - Phase 3 Project

Presented for July 9th, 2019 Public Works Committee Agenda and the July 16th, 2019 Village Board Agenda discussion and possible action:

Description:

Tinley Park maintains approximately 4,000 street lights annually. As much as the rates are discounted by ComEd, the electric billing for these lights costs approximately \$250,000 annually. Along with electric billing, there is ongoing maintenance costs associated with the street lighting that varies based on multiple variables. Public Works has completed Phase One and Two of the LED Street Lighting Replacement Project in FY 2017 and 2018, which included approximately 887 street lights. The LED Street Lighting Replacement Project will continue to benefit the village in multiple ways. The benefits include but are not limited to:

- Energy consumption cut to a third of current usage.
- Consumption cost savings relate to a 5 year ROI.
- Live notification of outages (Not relying on citizen reports).
- Actual consumption reports (Not assumed by ComEd).
- 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 and possible action by the Village Board to award the bid and contract work as set forth in the bid documents established by Public Works and Christopher Burke Engineering. This contract includes optional contract extensions of two (2) – one (1) year renewals that may be approved at the sole discretion of the Village.

Background:

Work consists of the removal and replacement of street lighting luminaires within the specified areas as presented in the details of the contract documents. Scope of work includes demolition and removal of existing HID type fixtures, verification that existing materials are up to current electrical code standards, necessary repairs and replacement of luminaire with specified LED type fixture. The work also includes related repairs as necessary to complete the work. Five (5) bids were opened and read publicly on Tuesday, July 2nd, 2019, at 10:01AM by the Deputy Clerk with the Facilities Superintendent and Christopher Burke Engineering present and received as follows:

Contractor

John Burns Construction, Orland Park, IL

As Read & Calculated Bid

\$ 335,307.00



Excel Electric Inc., Frankfort, IL	\$ 352,259.00
H & H Electric, Franklin Park, IL	\$ 367,355.80
Utility Dynamics Corp., Oswego, IL	\$ 370,294.00
Meade Electric, McCook, IL	\$ 380,485.00

Budget / Finance:

Funding is available in the approved FY19 Capital Peojetes Budget.

Budget Available	\$341,600.00
Lowest Responsible Bidder	<u>\$335,307.00</u>
Difference (Under Budget)	\$6,293.00

Staff Direction Request:

1. Approve contract with John Burns Construction, of Orland Park, IL in the amount not to exceed \$335,307.00 for the LED Street Lighting Replacement – Phase 3 Project.
2. Direct staff as necessary.

Staff Direction Request:

1. Letter of Recommendation

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

RESOLUTION NO. 2019-R-072**A RESOLUTION APPROVING A CONTRACT FOR THE LED LIGHTING REPLACEMENT – PHASE 3 PROJECT WITH JOHN BURNS CONSTRUCTION**

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

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

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

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

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

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

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

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

ADOPTED this 16TH day of July, 2019, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 16th day of July, 2019, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

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-072, **“A RESOLUTION APPROVING A CONTRACT FOR THE LED LIGHTING REPLACEMENT – PHASE 3 PROJECT WITH JOHN BURNS CONSTRUCTION,”** which was adopted by the President and Board of Trustees of the Village of Tinley Park on July 16, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 16th day of July, 2019.

 KRISTIN A. THIRION, VILLAGE CLERK

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)

PROJECT SPECIFICATIONS AND INFORMATION

FOR

LED STREET LIGHTING REPLACEMENT - PHASE 3

FOR

VILLAGE OF TINLEY PARK, IL

OWNER: **VILLAGE OF TINLEY PARK
16250 SOUTH OAK PARK AVENUE
TINLEY PARK, IL 60477**

CONSULTANT: CHRISTOPHER B. BURKE ENGINEERING, LTD.
9575 WEST HIGGINS ROAD
SUITE 600
ROSEMONT, IL 60018
(847) 823-0500

CONTRACT DOCUMENTS CONSISTING
OF

BIDDING REQUIREMENTS
CONTRACTUAL DOCUMENTS
TECHNICAL SPECIFICATIONS

TAB 1 – BIDDING REQUIREMENTS

<u>Page</u>	<u>Title</u>
2	Notice to Bidders
5	Instructions to Bidders
	Standard General Conditions of the Construction Contract
9	Supplemental Special Provisions

TAB 2 – TECHNICAL SPECIFICATIONS

<u>Section</u>	<u>Title</u>
01 33 00	Equipment Submittals
01 50 00	Traffic Control and Protection
01 50 95	Maintenance of Work Site and Daily Clean-Up
26 56 00	LED Roadway Luminaire
26 56 40	Removal of Luminaire
26 56 42	Roadway Lighting Accessories

TAB 3 – CONTRACT FORMS

<u>Title</u>
Proposal Form
Schedule of Prices
Contract Specification – Supplement to Bid Form
Affidavits
Bid Rigging and Rotating
Prevailing Wage Requirements
Agreement

TAB 1

CONTRACT DOCUMENTS

PROJECT: LED STREET LIGHTING REPLACEMENT – PHASE 3

DEPARTMENT: Public Works Department
VILLAGE OF TINLEY PARK, ILLINOIS

David J. Niemeyer

VILLAGE MANAGER

Terry Lusby, Jr.

CONTRACT ADMINISTRATOR

**VILLAGE OF TINLEY PARK
COOK COUNTY, ILLINOIS
NOTICE TO BIDDERS**

The Village of Tinley Park, Illinois, will receive sealed bids for the following improvements at the Clerk's Office, 16250 South Oak Park Avenue, Tinley Park, IL 60477, until **10:00 A.M. on July 2, 2019.**

LED STREET LIGHTING REPLACEMENT – PHASE 3

The Work consists of removal of existing HID luminaires mounted to street light poles and mast arms, and installation of new LED luminaires including traffic control.

Bids will be publicly read aloud at **10:00 A.M. on July 2, 2019.** No bid shall be withdrawn after the opening of the bids without the consent of the Mayor and Board of Trustees for a period of forty-five days after the scheduled time of closing bids.

All bids shall be in a sealed envelope, addressed to the Village of Tinley Park, attention Clerk's Office. The name and address of the bidder and the name of the project shall also appear on the outside of the envelope.

The Bid Documents may be examined at the following locations:

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

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

The Bidding Documents can be downloaded from QuestCDN via the Christopher B. Burke Engineering Ltd. (CBBEL) website <http://cbbel.com/bidding-info/> or at www.questcdn.com under Login using QuestCDN #6397635 for a non-refundable charge of \$25.00. A QuestCDN login will be required. Contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in membership registration and downloading this digital project information. Contractors must purchase bid documents and be shown on the Bidder's Planholder List in order to bid. Bids received from contractors who are not in the Bidder's Planholder List will be rejected.

A **bid bond, certified check/bank draft** on a solvent bank, payable without condition to the Village of Tinley Park in an amount not less than ten percent (10%) of the bid shall be submitted with each proposal, as a guarantee that, if the proposal is accepted, a contract will be entered into and the performance of the contract is properly secured.

The right is reserved to reject any or all bids, to waive technicalities, to postpone the bid opening, or to advertise for new proposals, if in the judgment of the Mayor and Board of Trustees their best interests will be promoted thereby.

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 current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

The contractor shall also comply with all applicable Federal, State, and local regulations.

The Village of Tinley Park, Local Vendor Purchasing Policy provides local vendors with preferential treatment when competing for contracts with the Village. A local vendor is defined as a business that has an actual business location within the Village of Tinley Park and is licensed by the Village. As such when considering contracts, the Village of Tinley Park reserves the right to forego the lowest and responsible bid in favor of a local vendor under the following circumstances:

<u>Contract Value</u>	<u>Range (up to a maximum of)</u>
\$0-\$250,000	5%
\$250,000-\$500,000	4%
\$500,000-\$750,000	3%
\$750,000-\$1,000,000	2%
\$1,000,000-\$2,000,000	1%

Responsible bidders are determined pursuant to the criteria set forth pursuant to the criteria set forth in the Village's Responsible Bidder Ordinance No. 2009-O-002.

Bidder qualifications and experience will also be included in the basis for determining the lowest responsible bidder.

A performance bond in a sum equal to one hundred percent (100% of the amount of the bid), with sureties to be approved by the Mayor and Board of Trustees for the faithful performance of the contract must be furnished by the successful bidder. All bids or proposals shall contain an offer to furnish bond upon acceptance of such bid or proposal.

Mayor and Board of Trustees
Village of Tinley Park

VILLAGE OF TINLEY PARK
16250 SOUTH OAK PARK AVENUE
TINLEY PARK, ILLINOIS 60477

CONTRACT DOCUMENTS FOR:

LED Street Lighting Replacement – Phase 3

User Department:	<u>Village of Tinley Park Public Works Department</u>
Date and Time of Bid Opening:	<u>July 2, 2019 at 10:00 a.m.</u>
Bid Security:	<u>10%</u>
Performance Security:	<u>100%</u>
Prequalification Necessary:	<u>N/A</u>

Jacob C. Vandenberg
Mayor

David J. Niemeyer
Village Manager

Terry Lusby, Jr.
Contract Administrator

INSTRUCTION TO BIDDERS**PROJECT:****LED Street Lighting Replacement – Phase 3**

NOTE: BY SUBMITTING A BID, THE BIDDER WARRANTS THAT HE HAS FAMILIARIZED HIMSELF WITH ALL REQUIREMENTS OF THE CONTRACT DOCUMENTS AS WELL AS THE VILLAGE OF TINLEY PARK PURCHASING ORDINANCE.

DEFINITIONS:

The following definitions shall apply wherever they appear in the contract documents.

VILLAGE:	VILLAGE OF TINLEY PARK
OWNER:	THE VILLAGE OF TINLEY PARK
BID:	THE OFFER OF THE BIDDER
BIDDER:	ANY INDIVIDUAL, CORPORATION, OR PARTNERSHIP WHO SUBMITS A BID

CONTRACT DCUMENTS – Invitation to Bid Instructions, General Conditions, Special Provisions, Specifications, Drawings, Addendums, Proposals (in so far as it is not inconsistent with other contract documents) and Contract Form.

Other definitions shall be defined in Village of Tinley Park Ordinance 116.58 or in other Contract Documents.

1. BIDS – GENERAL

Bids shall be made in accordance with the instructions. Failure to execute proposals as required may, in the discretion of the Village, be cause for rejection of the bid.

2. FORMS

Bids shall be submitted on the forms provided by the Village of Tinley Park. Each bid must be submitted bound with all other contract documents.

3. BLANKS; CORRECTIONS

All blank spaces on any contract document shall be filled in with typewritten figures or ink. Any erasures or corrections shall be dated and initialed by the bidder.

4. SUBMISSION

Bids shall be submitted in opaque sealed envelopes to the Village of Tinley Park, 16250 South Oak Avenue, Tinley Park, Illinois 60477, prior to the time and date set forth for bid opening in the Notice to Bidders. Each bid shall be addressed to Terry Lusby, Jr. and

shall bear on the face of the envelope the name of the bidder and a statement that it is a sealed bid to be opened for the contract at the date and hour as set forth in the invitation to bid.

5. EXECUTION

Proposals shall be signed by the bidder. If the bidder is a corporation, the proposal shall bear the name of the corporation, signed by an officer authorized to bind the corporation, and sealed with the corporate seal.

6. WITHDRAWAL

Bids may be withdrawn previous to the time of the bid opening by written request. However, no bid shall be withdrawn within the thirty (30) day period after the time set for the bid opening. Bidders withdrawing their bids prior to the time and date set for bid opening may still submit another bid if done in accordance with these instructions.

7. WORDS AND FIGURES

Where amounts are given in both words and figures, the words will govern.

8. UNIT PRICE

When unit prices are called for, bids shall include all unit cost items and alternatives shown on the proposal. When an error is made in extending total prices, the unit price will govern.

9. TAXES

All bids shall include all applicable taxes. The State of Illinois Sales Tax and Federal Excise Taxes are not applicable to sales made in the Village.

10. NET PRICE

Bid prices shall be net, including therein transportation and handling charges F.O.B. Village of Tinley Park, and shall further include all charges of whatsoever sort for labor and materials contained in the work or materials designated in the specifications and proposals.

11. BID SECURITY

Each bidder shall provide bid security in the amount of at least **Ten Percent (10%)** of its base bid. Bid security shall be in the form of a certified check, cashier's check or bid bond issued by a surety licensed to do business in the State of Illinois. Bid security shall be made payable to the order of the Village of Tinley Park. Bid security shall be held to ensure good faith on the part of the bidder and to be applied as liquidated damages should the successful bidder fail to execute all required contract documents or attempt to withdraw the bid prior to execution of the contract.

Personal checks and Company checks are not acceptable bid security and may result in the rejection of the bid as non-conforming.

12. BID SECURITY RETURN

All bid security, other than submitted by the successful bidder, will be returned to the respective bidders upon the successful execution of the contract.

13. INTERPRETATIONS

Interpretations of the meaning of any item in the Contract Documents shall be valid only if issued in writing by the Owner or the Owner's representative designated in the Contract Documents.

14. FAMILIARITY WITH CONTRACT DOCUMENTS AND SITE

Bidders shall examine all contract documents including General Conditions and Specifications, inspect and acquaint himself fully with site conditions (surface and subsurface), working conditions and restraints, if applicable, prior to the submission of his bid.

15. ALTERNATE EQUIPMENT OR MATERIALS

- a. Bids shall be evaluated and considered on equipment and/or materials complying substantially with the contract specifications. If any bidder deviates from the contract specifications or provides a substitute for any required equipment and/or material listed in the contract specifications, that bidder shall list such deviations and/or substitutions, including technical data when applicable, in a letter attached to the bid or on a form that may be provided by the Village with the bid documents.
- b. Brand names, which may be mentioned in the contract specifications, are used only as a reference to the type and quality of equipment and/or materials desired except as noted below in paragraphs e. and f. However, any deviation from or substitution in a brand name stated in the contract specifications shall be listed as required under paragraph (a) of this section.
- c. The Village reserves the right to determine whether any deviations and substitutions listed by the bidder are within the intent of the contract specifications and will reasonably meet the service requirements of the using department.
- d. A bidder's failure to list any deviations from or substitutions in the contract specifications as required under paragraph (a) of this section may result in the rejection of the bid.

16. DESCRIPTIVE LITERATURE: EQUIPMENT OR MATERIALS

Each bidder bidding on contracts to furnish equipment or materials shall furnish with his proposal two (2) copies of descriptive literature on the supplies or equipment being bid

and manufacturer's specifications shall be in sufficient detail to permit proper evaluation of the bid.

17. RESPONSIBILITY OF BIDDERS

No contract will be awarded to any person, firm, or corporation that is in arrears to the Village of Tinley Park, Illinois upon any debt or contract, or who has failed to execute in whole or in part, in a satisfactory manner, any contract with the Village of Tinley Park, or who is a defaulter as to surety or otherwise upon any obligation to the Village of Tinley Park, Illinois.

18. CITY'S RIGHT TO ACCEPT OR REJECT

The Village of Tinley Park reserves the right to accept any bid which may be deemed to be in the best interest of the Village of Tinley Park. The Village of Tinley Park further reserves the right to reject any or all bids.

19. AWARDING OF CONTRACT

The Contract shall be awarded to the lowest responsible bidder based on criteria as set forth in the Village of Tinley Park Purchasing Ordinance.

20. ALTERNATE AND MULTIPLE BIDS

Unless otherwise indicated in these bid documents, the Contractor may not submit alternate or multiple bids as part of this bid package. The submission of more than one bid within a single bid package may be cause for rejection of any or all of the bids of that contractor.

21. AFFIDAVITS

The Affidavits included in these Contract Documents must be executed and submitted with the bid.

22. DURATION OF PROPOSAL

This proposal shall be in full force **August 1, 2019 through December 31, 2019** with the option for the Village to add **May 1, 2020 through September 30, 2020** and **May 1, 2021 through September 30, 2020**. The decision to add additional years will be at the sole discretion of the Village. It will be based solely on the contractors' performance, timeliness and customer service skills. The Village has the right to cancel and terminate the same at any time by giving the contractor a seven (7) day written notice. In the event of such cancellation, the contractor shall be entitled to receive payment for services and work performed and equipment furnished under the terms of the proposal prior to the effective date of such cancellation. The contractor shall not be entitled to receive any damages on account of such cancellation or any further payment whatsoever.

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



These General Conditions have been prepared for use with the Agreement Between Owner and Contractor for Construction Contract (EJCDC® C-520, Stipulated Sum, or C-525, Cost-Plus, 2013 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other.

To prepare supplementary conditions that are coordinated with the General Conditions, use EJCDC's Guide to the Preparation of Supplementary Conditions (EJCDC® C-800, 2013 Edition). The full EJCDC Construction series of documents is discussed in the Commentary on the 2013 EJCDC Construction Documents (EJCDC® C-001, 2013 Edition).

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1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

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**STANDARD GENERAL CONDITIONS OF THE
CONSTRUCTION CONTRACT**

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY**1.01 Defined Terms**

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
 10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer

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.

24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
25. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.
26. *Notice of Award*—The written notice by Owner to a Bidder of Owner’s acceptance of the Bid.
27. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
28. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
29. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor’s plan to accomplish the Work within the Contract Times.
30. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
31. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.
32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or “RPR” includes any assistants or field staff of Resident Project Representative.
33. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals and the performance of related construction activities.
35. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.
36. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

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.

48. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 *Terminology*

- A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:*
1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day:*
1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:*
1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).
- E. *Furnish, Install, Perform, Provide:*
1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

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

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.
- B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or

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,

error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

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.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.
- 4.05 *Delays in Contractor's Progress*
- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. 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.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. 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. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 2. abnormal weather conditions;
 3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and
 4. acts of war or terrorism.
- D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.
- E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.
- F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.

- 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

by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 - 1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;
 - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and
 - 3. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
 - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
 - 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 - 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

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,

- 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.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or
 - b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 5.04.A.
3. 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.
4. 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 subsurface or physical condition in question.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
 1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and
 2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;
 - c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 - d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after

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.

5.06 *Hazardous Environmental Conditions at Site*

- A. *Reports and Drawings*: The Supplementary Conditions identify:
1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
 2. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

- 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.

ARTICLE 6 – BONDS AND INSURANCE**6.01 Performance, Payment, and Other Bonds**

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.
- B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.
- D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.
- E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

6.02 Insurance—General Provisions

- A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is

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).

4. Foreign voluntary worker compensation (if applicable).
- B. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:
1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.
 2. claims for damages insured by reasonably available personal injury liability coverage.
 3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- C. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage:
 - a. Such insurance shall be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
 2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
 3. Broad form property damage coverage.
 4. Severability of interest.
 5. Underground, explosion, and collapse coverage.
 6. Personal injury coverage.
 7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.
 8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- D. *Automobile liability:* Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- E. *Umbrella or excess liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.
- F. *Contractor's pollution liability insurance:* Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result

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.

6.04 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.
- B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

6.05 *Property Insurance*

- A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
 - 1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."
 - 2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.
 - 3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
 - 4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).

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.

6.06 Waiver of Rights

- A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:
 - 1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 - 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.
- D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

6.07 Receipt and Application of Property Insurance Proceeds

- A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the

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

guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.04 *“Or Equals”*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or “or equal” item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.
1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an “or equal” item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) it has a proven record of performance and availability of responsive service; and
 - 4) it is not objectionable to Owner.
 - b. Contractor certifies that, if approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor’s Expense:* Contractor shall provide all data in support of any proposed “or equal” item at Contractor’s expense.
- C. *Engineer’s Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each “or-equal” request. Engineer may require Contractor to furnish additional data about the proposed “or-equal” item. Engineer will be the sole judge of acceptability. No “or-equal” item will be ordered, furnished, installed, or utilized until Engineer’s review is complete and Engineer determines that the proposed item is an “or-equal”, which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

- 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 considered 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

- 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
 - C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
 - D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
 - E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
 - F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

7.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.
- B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.

- 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.

O. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor
2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors 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 any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. 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 any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.08 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work

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;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
 - C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
 - D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
 - E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
 - F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).
 - G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.13 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or

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

provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.

2. *Samples:*
 - a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.
3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Other Submittals:* Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.
- D. *Engineer's Review:*
 1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
 2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.
 3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
 4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.
 5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.
 6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
 7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.

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.

- D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, 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 performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
 - 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 - 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

7.19 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.
- B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop

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.

8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
 - 1. the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 - 2. an itemization of the specific matters to be covered by such authority and responsibility; and
 - 3. the extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

- A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. 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.
- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.
- C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.

- 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.

9.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor 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. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during

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.

- B. 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. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

10.09 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer has been informed.

ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

11.01 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
 - 1. *Change Orders:*
 - a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.
 - b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.
 - 2. *Work Change Directives:* A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an

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 basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).

- C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit shall be determined as follows:
1. a mutually acceptable fixed fee; or
 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.01.C.2.a and 11.01.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;
 - d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
 - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
 - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

11.05 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.
- B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

11.06 *Change Proposals*

- A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under

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.

- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

11.08 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12 – CLAIMS

12.01 *Claims*

- A. *Claims Process:* The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:
 - 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 - 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and
 - 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.
- B. *Submittal of Claim:* The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation:*
 - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.
 - 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim

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

thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than 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, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes

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.

- B. *Cash Allowances*: Contractor agrees that:
 - 1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 - 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
- C. *Contingency Allowance*: Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

13.03 *Unit Price Work*

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.
- E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:
 - 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;
 - 2. there is no corresponding adjustment with respect to any other item of Work; and
 - 3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

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

cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

- A. Engineer has the authority to require special inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

- 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

include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 Progress Payments

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments:*
1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
 2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
 3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.
- C. *Review of Applications:*
1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
 2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

- 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

- e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due:*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner:*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
 - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. the Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. the Contract Price has been reduced by Change Orders;
 - i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;
 - j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - l. there are other items entitling Owner to a set off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount

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.

- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.
 - 2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
 - 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

- A. *Application for Payment:*
 - 1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of

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,

including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

15.07 *Waiver of Claims*

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such other adjacent areas;
 - 2. correct such defective Work;
 - 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay 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 correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

- 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,

and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for

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.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

VILLAGE OF TINLEY PARK

2019 SUPPLEMENTAL SPECIAL PROVISIONS

LED Street Lighting Replacement – Phase 3

- 1. LOCATION OF THE IMPROVEMENTS:**
Village of Tinley Park, Tinley Park, Illinois 60477.
- 2. DESCRIPTION OF THE IMPROVEMENTS:**
The Work consists of removal of existing HID luminaires mounted to street light poles and mast arms and installation of new LED luminaires including traffic control.
- 3. PROJECT SCHEDULE:**
The Work is to be started **August 1, 2019** and shall be substantially completed by **December 31, 2019**.

TAB 2

SECTION 01 33 00PART 1- GENERAL1.01 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.

1.03 SUBMITTAL REQUIREMENTSA. General

The Contractor shall furnish for review his/her Submittals as outlined herein and in the Specifications. Submittals shall confirm compliance with the requirements of the Contract Documents. Submittals of equipment drawings shall be made prior to the fabrication of the equipment. The sequence of submission shall be such that information is available for review of each Submittal when it is received. All Submittals furnished formally shall bear an approval stamp or a certification. The stamp or certification shall be signed by an authorized representative of the Contractor. The Contractor's stamp or certification on any Submittals shall constitute a representation to the Owner that the Contractor has either determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers, and similar data, or that he/she assumes full responsibility for doing so, and that he/she has reviewed and coordinated each Submittal with the requirements of the Contract Documents. Before submitting any drawings for review, the Contractor shall obtain approval of the list of drawings he/she proposes to submit, showing sequence of submittal and submittal dates. All drawings shall be submitted in accordance with the Submittal Schedule as previously specified herein.

B. All submittals shall be addressed to the Owner or as otherwise directed by the Owner.

C. Outline Drawings

The Contractor shall submit outline drawings of the equipment to be furnished together with estimated weights, operating forces, external forces, anchoring details, and sufficient overall dimensions, to facilitate preparation of final designs of the structures into which the equipment is to be incorporated.

D. Wiring Diagrams

The Contractor shall submit complete schematic and full-line wiring diagrams for all equipment furnished by him/her. The Contractor shall furnish drawings of switch developments for all instrument and control switches and internal connection diagrams for all instruments, relays, regulators, and other devices. One print of each wiring diagram will be returned on which will be marked the wire notations and cable numbers for outgoing circuits where this information is not otherwise available to the Contractor. The Contractor shall add this

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

return one copy of each drawing and/or data sheet marked to indicate the result of the Owner's Representative's review, as follows:

- a. "REVIEWED" - Revision of drawing or data will not be required.
 - b. "REVIEWED WITH CORRECTIONS" - Contractor shall revise the drawings or data and shall submit four print copies and one reproducible copy for Owner's Representative's records.
 - c. "REVISE AND RESUBMIT" - Contractor shall revise the drawing or data and shall resubmit the revised drawing or data to the Owner's Representative for review.
 - d. "REJECTED" - Drawings are non-conforming and do not meet intent of Specifications.
3. Copies marked "REVIEWED" or "REVIEWED WITH CORRECTIONS" authorize the Contractor to proceed with construction or fabrication covered by those drawings or data sheets with corrections, if any, incorporated.
 4. Review will not relieve the Contractor of responsibility for conformity to the Contract Documents and correct detail and fit of parts when installed.
 5. If minor revisions are made after a drawing has been returned to the Contractor marked "REVIEWED", the Contractor shall furnish without delay one print copy and one reproducible copy subsequent to each revision. No major revision affecting the design shall be made after a drawing has been marked "REVIEWED" without resubmitting the drawing.
 6. When prints of drawings have been marked "REVIEWED WITH CORRECTIONS" or "REVISE AND RESUBMIT" the Contractor shall make the necessary corrections and submit four print copies and one paper-type reproducible. Every revision shall be shown by number, date, and subject in a revision block, and in addition, each revised drawing shall have its latest revision clearly indicated. Submitted drawings which do not illustrate these indications will be considered non-conforming.
 7. The applicable parts of the requirements of the above paragraphs with reference to the drawings shall apply equally to design data, catalog cuts, illustrations, printed specifications, draft reports or any other

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

of Engineer to review any submittal within the submittal review period specified herein and to return the submittal to Contractor.

H. Record Drawings

Prior to completion of the Work under the Contract Documents, the Contractor shall furnish one complete set of full-size permanent reproducible copies of approved quality and type and 3 full size sets of prints of all Contractor's drawings and equipment as finally built, including any field changes. Contractor shall also submit Record Drawings in CAD format on a read/write CD or DVD or current technology readable/writable media. Record Drawings shall be signed and sealed by a licensed surveyor or engineer.

I. Operating and Maintenance Instructions

1. Six sets of detailed operating and maintenance instruction manuals which shall include reduced-size copies of applicable drawings, applicable parts lists and catalogs covering all equipment furnished and which may be needed or useful in operation, maintenance, repairs, dismantling or assembling, and for repair and identification of parts for ordering replacements, shall be furnished as specified.
2. Furnish operation and maintenance manuals for the various types of equipment and systems, as required by the Contract Documents. Unless otherwise indicated, a separate manual shall be furnished for each piece of equipment and/or system. The manual shall include complete information necessary to operate, maintain and repair the equipment and/or system and shall include the following specific requirements:
 - a. Table of contents and index.
 - b. Brief description of the equipment/system and principal components.
 - c. Starting and stopping procedures both normal and emergency.
 - d. Installation, maintenance and overhaul instructions which shall include detailed assembly drawings with parts list and numbers, and recommended spare parts list with recommended quantity, manufacturer's price, suppliers address and telephone number.

- 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.)

PART 3- EXECUTION

(Refer to Paragraph 1.02, Submittal Schedule, of this Section.)

PART 4- MEASUREMENT AND PAYMENT

Separate measurement or payment will not be made for the Work specified in this Section. All costs of such Work shall be considered incidental and shall be included in the prices bid for the various items to which they pertain in the Schedule of Prices.

END OF SECTION

SECTION 01 50 00PART 1- GENERAL1.01 SCOPEA. 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

G. Municipal Code and Standards

PART 2- PRODUCT

Not applicable to this Section.

PART 3- EXECUTION3.01 MAINTENANCE AND CONTROL OF TRAFFIC

- A. The Contractor shall be responsible for maintaining a normal through traffic flow where work may interfere with existing traffic patterns. If applicable, he/she shall submit his/her maintenance of traffic plan for review to the traffic department of the jurisdictions involved. Maintenance of traffic shall be in accordance with jurisdictional requirements and requirements set forth in permits acquired for this Contract. Safety measures shall be in accordance with Illinois Department of Transportation, State Highway Administration Standard Specifications and applicable jurisdictional requirements including local Police and Fire Departments.

As a minimum, the Contractor shall obtain, erect, maintain and remove all signs, lit barricades, flashers, flagmen and other traffic and pedestrian control devices as may be necessary for the purpose of regulating, warning, protecting and guiding vehicular and pedestrian traffic and protection to obviate the danger of injury to the aforesaid vehicular and pedestrian traffic as well as the Contractor's and/or subcontractor's personnel in the vicinity of the Work area. Traffic control shall be in accordance with the applicable sections of the Standard Specifications for Road and Bridge Construction.

At the preconstruction meeting, the Contractor shall furnish the name of the individual in his/her direct employ who shall be responsible for the installation and maintenance of the traffic and pedestrian control for this Project. If the actual installation and maintenance are to be accomplished by a subcontractor, consent shall be requested of the Owner's Representative at the time of the preconstruction meeting in accordance with IDOT Standard Specification for Road and Bridge Construction. This shall not relieve the Contractor of the foregoing requirement for a responsible individual in his/her direct employ.

The Contractor shall furnish, install, maintain, relocate and subsequently remove all signs, signals, temporary pavement marking, traffic cones, barricades, warning lights, flagmen, and other devices as required and used

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.

3.02 SAFETY PRECAUTIONS

The Contractor shall comply with applicable provisions of the latest revision of Occupational Safety and Health Act (OSHA). The Contractor shall relegate and coordinate regulations of this Act related to construction work with all sub-contractors. Costs related to compliance with OSHA are to be included in the prices for the various Items to which they may pertain.

PART 4- MEASUREMENT AND PAYMENT4.01 MEASUREMENT

Measurement will not be made for the Work specified in this Section.

4.02 PAYMENT

- A. Payment for the Work specified in this Section will be made at the lump sum price for:

01 50 00/01, Traffic Control and Protection, Standard
701301

01 50 00/02, Traffic Control and Protection, Standard
701427

- 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

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

accepted by the Contractor, and intended for the Work until such equipment or material has been incorporated into the completed Project. Such equipment and materials as well as their related appurtenances and accessories shall, unless otherwise directed by the Owner, be unloaded at the "staging site" point of delivery, hauled to, and distributed as necessary to the specific Work site of the Project, by the Contractor. They shall at all times be handled with care to avoid damage.

All concrete construction shall be protected by the Contractor to prevent accidental or pre-meditated damage. Adequate supervision of freshly poured areas shall be provided until the material has adequately cured. All cost associated with the supervision, the repair, or the replacement of damaged areas shall be considered incidental to the Contract.

3.04 STOCKPILING MATERIAL AND CARE OF STRUCTURES

All excavated and other materials shall be so stockpiled as not to endanger the Work and so that free access may be had at any time to all parts of the Work, and shall be kept neatly piled so as not to inconvenience public travel, private property owners, or adjoining tenants.

All excess excavated material and other materials shall be immediately removed and disposed of off the job site by the Contractor in accordance with Article 202.03 of the Standard Specifications.

At no time shall excavated material or other materials be stored on private property and surrounding paved areas unless approved by the authority having jurisdiction, the Owner and the Owner's Representative.

Any material left above the trench to allow for settlement will be neatly mounded. No debris foreign to the trenched material may remain.

PART 4- MEASUREMENT AND PAYMENT

Separate measurement or payment will not be made for the Work specified in this Section. All costs for such Work shall be considered incidental and shall be included in the prices proposed for the various items to which they pertain in the Schedule of Prices.

END OF SECTION

SECTION 26 56 00PART 1- GENERAL1.01 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.

2. Clarification: The term "LED light source(s)" is used herein per IES LM-80 to broadly cover LED package(s), module(s), and array(s).

1.04 QUALITY ASSURANCE

- A. **Applicable Manufacturers: GE Evolve Series. No exceptions.**

1.05 REQUIRED SUBMITTALS

- A. General submittal content shall include
1. Luminaire cut sheets
 2. Cut sheets for LED light sources
 3. Cut sheets for LED driver(s)
 - a. If dimmable LED driver is specified, provide diagrams illustrating light output and input power as a function of control signal.
 4. Cut sheets for surge protection device, if applicable
 5. Instructions for installation and maintenance
- B. IES LM-79 luminaire photometric report(s) shall be produced by the test laboratory that satisfies LED Lighting Facts accreditation requirements and includes the following information:
1. Name of test laboratory
 - a. The test laboratory must hold National Voluntary Laboratory Accreditation Program (NVLAP) accreditation for the IES LM-79 test procedure or must be qualified, verified, and recognized through the U.S. Department of Energy's CALiPER program. For more information, see <http://ts.nist.gov/standards/scopes/eelit.htm> or www.ssl.energy.gov/test_labs.html.
 2. Report number
 3. Date
 4. Complete luminaire catalog number
 - a. Provide explanation if catalog number in test report(s) does not match catalog number of luminaire submitted
 - 1) Clarify whether discrepancy does not affect performance, e.g., in the case of differing luminaire housing color.

- 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.

3. LED driver(s)

B. Warranty period shall begin 90 days after date of invoice.

PART 2- PRODUCTS

2.01 LUMINAIRE REQUIREMENTS

A. General Requirements

1. Existing 250W high pressure sodium (HPS) luminaires shall be replaced with 110W LED luminaires (GE Model No. ERLH013B340AGRAY), and existing 400W HPS luminaires shall be replaced with 120W LED luminaires (GE Model No. ERL2016B340AGRAY). All new luminaires shall be furnished with Smart Node Model No. ELWN0A5UG5.
2. Luminaire shall be designed for ease of component replacement and end-of-life disassembly.
3. LED light source(s) and driver(s) shall be RoHS compliant.
4. Nominal luminaire input wattage shall account for nominal applied voltage and any reduction in driver efficiency due to sub-optimal driver loading.
5. Luminaires shall start and operate in -20°C to +40°C ambient.
6. Luminaire shall accept the voltage or voltage range specified at 60 Hz, and shall operate normally for input voltage fluctuations of plus or minus 10 percent.
7. All internal components shall be assembled and pre-wired using modular electrical connections.
8. Electrically test fully assembled luminaires before shipment from factory.
9. Effective Projected Area (EPA) and weight of the luminaire shall not exceed: **0.7 ft² and 30 lbs.**
10. Luminaires shall be designed for ease of component replacement and end-of-life disassembly.
11. Luminaires shall be rated for the ANSI C136.31 Vibration Level indicated in Luminaire Performance Table.
12. Luminaire shall be in accordance with ANSI C136.37.

B. LED

LED's shall be manufactured by CREE, Philips Lumileds, Luxeon, Nichia, Samsung LED and/or Osram Opto.

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.

G. Painted or Finished Luminaire Surfaces Exposed to the Environment

1. Shall exceed a rating of six per ASTM D1654 after 1,000 hrs of testing per ASTM B117.
2. The coating shall exhibit no greater than 30% reduction of gloss per ASTM D523, after 500 hours of QUV testing at ASTM G154 Cycle 6.

H. Thermal Management

1. Luminaire shall start and operate in ambient temperature range specified.
2. Maximum rated case temperature of driver and other internal components shall not be exceeded when luminaire is operated in ambient temperature range specified.
3. Mechanical design of protruding external surfaces (heat sink fins) for shall facilitate hose-down cleaning and discourage debris accumulation.

I. Color Attributes

1. Color Rendering Index (CRI) shall be no less than 65.
2. Nominal Correlated Color Temperature (CCT) shall be **4,000k.**
3. If submitted nominal CCT specified in Luminaire Performance Table is listed in Table 1 below, measured CCT and Duv shall be as listed in Table 1 below.

Table 1. Allowable CCT and Duv (adapted from NEMA C78.377)

Manufacturer-Rated Nominal CCT (K)	Allowable LM-79 Chromaticity Values	
	Measured CCT (K)	Measured Duv
2700	2580 to 2870	-0.006 to 0.006
3000	2870 to 3220	-0.006 to 0.006
3500	3220 to 3710	-0.006 to 0.006
4000	3710 to 4260	-0.005 to 0.007
4500	4260 to 4746	-0.005 to 0.007
5000	4745 to 5311	-0.004 to 0.008
5700	5310 to 6020	-0.004 to 0.008
6500	6020 to 7040	-0.003 to 0.009

4. If submitted nominal CCT specified is not listed in Table 1, measured CCT and Duv shall be as per the criteria for Flexible CCT defined in NEMA C78.377.

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

include roadway, site, parking garages, landscape or signage.

PART 3- EXECUTION

3.01 FACTORY TESTING AND INSPECTION

- A. Testing of luminaires shall be required whenever the quantity of luminaires of a given type is 30 or more. For each luminaire types to be so tested, one luminaire plus one luminaire for each additional 50 luminaires shall be tested, i.e., no test is required if luminaire quantity is 1 to 29; test two luminaires if quantity is 30-79; test three luminaires if quantity is 80-129, etc. The Contractor shall coordinate the independent testing and propose a qualified independent agent, familiar with the luminaire requirements and test procedures, for approval by the Engineer, to witness the required tests as performed by the luminaire manufacturer.

The independent third-party witness shall select from the project luminaires at the manufacturer's facility or at the Contractor's storage facility, the luminaires for testing. In all cases, the selection of the luminaires shall be a random selection from the entire completed lot of luminaires required for the contract. Selections from partial lots will not be allowed.

The selection of the proposed independent witness (independent laboratory as required) shall be presented with the information submitted for approval.

The summary report and the test results shall be certified by the independent test laboratory or the independent witness as applicable.

- B. Testing shall be performed by the independent laboratory and shall include both photometric and electrical testing.
- C. Photometric testing shall be performed in accordance with I.E.S. recommendations and, as a minimum shall yield an isofootcandle chart with max candela point and half candela trace indicated, and isocandela diagram, maximum plane and maximum cone plots of candela, a candlepower table (house and street side), a coefficient of utilization chart, a luminous flux distribution table, BUG rating report, initial delivered lumens and complete calculations based on specified requirements and test results.
- D. Electrical testing shall conform to NEMA and ANSI standards and, as a minimum shall include a complete check of wiring

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

Construction, and Roadway Luminaires (Tollway BDE) Special Provision.

3.03 PACKAGING AND DELIVERY

- A. Preparation for Delivery. Luminaires shall be packaged in accordance with the standard commercial practices in the industry. Each shipping container shall be clearly marked to indicate contents, the manufacturer, date of manufacture, make, model, electrical ratings, purchase order number, and Contract Number.

3.04 MANUFACTURER SERVICES

- A. Manufacturer or local sales representative shall provide installation and troubleshooting support via telephone and/or email during the installation and warranty period.
- B. For ease of maintenance and parts replacement, the luminaire manufacturer shall provide drawings indicating luminaire components and part numbers.
- C. Manufacturer or local sales representative shall provide order number and information necessary for warranty claims.

PART 4- MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

Measurement will be made for each luminaire furnished and installed.

4.02 PAYMENT

- A. Payment for the Work specified in this Section will be made at the contract unit prices for the below listed items in the Schedule of Prices:

26 56 00/01;	LED Roadway Luminaire, 111 Watt
26 56 00/02;	LED Roadway Luminaire, 120 Watt
26 56 00/03;	LED Roadway Luminaire, 111 Watt, Furnish and Deliver to Village
26 56 00/04;	LED Roadway Luminaire, 120 Watt, Furnish and Deliver to Village

- 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

SECTION 26 56 40PART 1- GENERAL1.01 DESCRIPTION

The Work shall consist of removing existing luminaires. Existing luminaires indicated on the Drawings shall be salvaged and returned to the Village Public Works Department.

PART 2- PRODUCTS

Not applicable to this Section.

PART 3- EXECUTION3.01 REMOVAL

At locations indicated by the Contract Documents or Owner's Representative, luminaires shall be disconnected from pole wiring and removed from existing luminaire arms. This work shall be performed in accordance with Section 841 of the Standard Specifications. Luminaires which are deemed unsalvageable shall be disposed of in accordance with Article 202.03. Luminaires that are deemed salvageable (and quantity as specified by the Village) shall be boxed in new containers approved by the Owner's Representative and delivered and unloaded at the Public Works Department building.

PART 4- MEASUREMENT AND PAYMENT4.01 MEASUREMENT

- A. Measurement will be made for each luminaire removed (including disposal of or returning the luminaire to the Village).

4.02 PAYMENT

- A. Payment for the Work specified in this Section will be made for each for removal of luminaire, 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

SECTION 26 56 42PART 1- GENERAL1.01 DESCRIPTION

The Work shall consist of replacing luminaire fuse kits and replacing damaged pole handholes.

PART 2- PRODUCTS

Not applicable to this Section.

PART 3- EXECUTION3.01 FUSE KIT

This work shall consist of installation of fuse kits and holders on existing lighting units. This work shall be in accordance with Section 821 of the Standard Specifications, except as modified herein.

If no fuses are present, the lighting unit shall have fuses installed in the pole handholes. Each fuse shall be rated at least 250% of the rated amperage of the luminaire. The fuses shall be of the IDOT standard bayonet type with waterproof fuse holders. Existing fuse holders in acceptable condition per the Village may be reused. Where there is a neutral wire, a slug shall be installed in the fuse holder.

All work will be paid for at the contract unit price per each for Fuse Kit, which price shall be full compensation for all equipment, labor and materials.

3.02 POLE HANDHOLE COVER

This work shall consist of installation of handhole covers on existing lighting units. This work shall be in accordance with Section 830 of the Standard Specifications, except as modified herein.

Any light pole that is scheduled for luminaire replacement that has a missing or broken handhole cover shall have a new handhole cover installed. The covers shall not be aluminum. The covers shall have tamper resistant hardware.

All work will be paid for at the contract unit price per each for Pole Handhole Cover, which price shall be full compensation for all equipment, labor and materials.

PART 4- MEASUREMENT AND PAYMENT4.01 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

TAB 3

VILLAGE OF TINLEY PARK
STATE OF ILLINOIS

PROPOSAL FORM

NOTE: ALL BLANKS ON EACH AND EVERY SHEET OF THIS PROPOSAL SHALL BE COMPLETED. FAILURE TO COMPLETE ALL BLANKS SHALL BE GROUNDS FOR REJECTION OF BIDS.

TO THE VILLAGE OF TINLEY PARK:

1. PROPOSAL OF _____
(Name and Address of Bidder)

2. The plans for the proposed work are those prepared by Christopher B. Burke Engineering, Ltd. and approved by the Village of Tinley Park, Illinois dated July 2, 2019.
3. In submitting this proposal, the undersigned declares that the only persons or parties interested in the proposal as principals are those named herein; and that the proposal is made without collusion with any other person, firm, or corporation.
4. The undersigned further declares that he has carefully examined the proposal, plans, specifications, form of contract and contract bond, and special provisions, and that he has inspected in detail the site of the proposed work, and that he has familiarized himself with all of the local conditions affecting the contract and the detailed requirements of construction, and he understands that in making this proposal he waives all right to plead any misunderstanding regarding the same.
5. The undersigned further understands and agrees that if this proposal is accepted he is to furnish and provide all necessary machinery, tools, apparatus, and other means of construction, in the respective sections, and to do all of the work, and to furnish all of the materials specified in the contract.
6. The undersigned declares that he understands that the quantities mentioned are approximate only and that they are subject to increase or decrease; that he will take in full payment therefore the amount and the summation of the actual quantities, as finally determined multiplied by the unit price shown in the schedule of prices contained herein.
7. The undersigned further agrees that the unit prices submitted herewith are for the purpose of obtaining a gross sum, and for use in computing the value of extras and deduction; that if there is a discrepancy between the gross sum bid and that resulting from the summation of the quantities multiplied by their respective unit prices, the latter shall apply.
8. The undersigned further agrees that if the owner decides to extend or shorten improvement, or otherwise alter it by extras or deductions, including the elimination of any one or more of the items, by an amount not to exceed twenty-five (25) percent of the total money value of the original contract price or contract price corrected as

provided in the specifications, he will perform the work as altered, increased or decreased at the contract unit price.

9. The undersigned further agrees that the Village of Tinley Park may at any time during the progress of the work covered by this contract, order other materials as do not appear in the proposal of contract as a specific item accompanied by a unit price, and which are not included under the bid price for other items in this contract, shall be performed as extra work, and that he will accept as full compensation therefore the actual cost plus fifteen percent (15%), the actual cost to be determined as provided in the specifications.
10. The undersigned further agrees to execute a contract for this work and present the same to the Village of Tinley Park within fifteen (15) days after the date of the notice of the award of the contract to him.
11. The undersigned further agrees that he and his surety will execute and present within fifteen (15) days after the date of the notice of the award of the contract, a contract bond satisfactory to and in the form prescribed by the Village of Tinley Park in the penal sum of one hundred percent (100%) of the full amount of the contract within the terms of the contract.
12. The undersigned further agrees to begin work not later than thirty (30) days after the execution of the acceptance of the contract and contract bond, unless otherwise provided and to prosecute the work in such manner and with sufficient materials, equipment, and labor as will insure its completion within the time limit specified herein, it being understood and agreed that the completion within the time limit is an essential part of the contract. The undersigned agrees to complete the work **on or before December 31, 2019**, and agreed to schedule by both parties, unless additional time shall be granted by the Village of Tinley Park in accordance with provisions of the specifications.

In case of failure to complete the work in or before the time named herein or within such extra time as may have been allowed by extensions, the undersigned agrees that the Village of Tinley Park shall withhold, from each sum as may be due him under the terms of this contract, the costs, set forth in the specifications of the contract, which costs shall be considered and treated not as a penalty but as damages due to the Village of Tinley Park from the undersigned by reason of inconvenience to the public, added cost of engineering and supervision and other items which have caused an expenditure of public funds resulting from the failure of the undersigned to complete the work within the time specified in the contract.

13. Accompanying this proposal is a bid bond, bank draft, bank cashier's check, or a certified check, complying with the requirement of the specifications, made payable to the Village of Tinley Park.

THE AMOUNT OF THE CHECK OR DRAFT IS (\$ _____)

If this proposal is accepted and the undersigned shall fail to execute a contract and the contract bond as required within, it is hereby agreed that the amount of the check or bank draft shall become the property of the Village of Tinley Park and shall be considered as payment of damages due to the delay and other causes suffered by the Village of Tinley Park because of the failure to execute said contract and contract bond; otherwise said check or draft, shall be returned to the undersigned.

14. The undersigned submits herewith his schedule of prices covering the work to be performed under this contract; he understands that he must show in the schedule of unit prices for which he proposes each item of work, that the extensions must be made by him and that if not so done his proposal may be rejected as irregular.
15. All bidders must furnish current financial statement with the bid.
16. All bidders must furnish a list of equipment available for and to be used on this project with their bid.
17. The undersigned submits herewith his schedule of prices covering the work to be performed under this contract.

Signature: _____

Date: _____

VILLAGE OF TINLEY PARK LED Street Lighting Replacement – Phase 3 SCHEDULE OF PRICES (FOR MORE INFORMATION REGARDING THESE ITEMS SEE PLANS AND SPECIFICATIONS)					
ITEM #	ITEM DESCRIPTION	QUANTITY	UNITS	BASE BID	COST
01 50 00/01	Traffic Control and Protection, Std. 701301	1	LSUM		
01 50 00/02	Traffic Control and Protection, Std. 701427	1	LSUM		
26 56 00/01	LED Roadway Luminaire, 111 Watt	167	EACH		
26 56 00/02	LED Roadway Luminaire, 120 Watt	233	EACH		
26 56 00/03	LED Roadway Luminaire, 111 Watt, Furnish and Deliver to Village	10	EACH		
26 56 00/04	LED Roadway Luminaire, 120 Watt, Furnish and Deliver to Village	10	EACH		
26 56 40/01	Removal of Luminaire	400	EACH		
	Pole Handhole Cover	110	EACH		
	Fuse Kits	200	EACH		
	Salvage and Deliver Existing Luminaires to Village Public Works	47	EACH		
	Bonds and Insurance	1	LSUM		
BIDDER'S TOTAL PROPOSAL FOR COMPLETING ALL OF THE ABOVE IMPROVEMENTS:					

CERTIFICATION

1. The Undersigned acknowledges receipt of:
 - a. The Project Manual for the above-referenced Project.
 - b. The Project Drawings for the above-referenced Project.
 - c. Addenda numbered 1, _____, and _____

- 18. This set of contract documents shall remain intact and shall be submitted in its entirety with the proposal.

(IF AN INDIVIDUAL)

SIGNATURE OF BIDDER _____ (SEAL)

BUSINESS ADDRESS _____



(IF A CO-PARTNERSHIP)

FIRM NAME _____ (SEAL)

SIGNED BY _____ (SEAL)

BUSINESS ADDRESS _____

Insert Names and _____
 Addresses of All _____
 Members of the firm _____



(IF A CORPORATION)

CORPORATE NAME _____

SIGNED BY _____

BUSINESS ADDRESS _____

(CORPORATE SEAL)

PRESIDENT _____

Insert Names of Officers SECRETARY _____

TREASURER _____

ATTEST: _____
 Secretary

CONTRACT SPECIFICATION-SUPPLEMENT TO BID FORM

Pursuant to Section 1.05 of the Instructions to Bidders, please list any and all deviations and substitutions made in the Contract Specifications here:

All deviations or substitutions must meet or exceed the specifications.

<u>Specification Section No.</u> <u>Deduct</u>	<u>General Material or Equipment Description</u>	<u>Manufacturer Substitute Product</u>	<u>Adjustment Price</u> <u>Add /</u>
_____	_____	_____	/
_____	_____	_____	/
_____	_____	_____	/
_____	_____	_____	/
_____	_____	_____	/
_____	_____	_____	/
_____	_____	_____	/
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_____	_____	_____	/
_____	_____	_____	/
_____	_____	_____	/
_____	_____	_____	/
_____	_____	_____	/
_____	_____	_____	/
_____	_____	_____	/

SUBMITTED BY:

Printed Name of Company

BY: _____
Signature of person authorized to sign bid

TITLE _____

ADDRESS _____

PHONE (____) _____

DATE _____

(NOTE: These affidavits must be completed by an authorized representative of the bidder)

AFFIDAVITS

Business Status of Bidder

BIDDER/APPLICANT:

Name

Principal place of business

Address

City, State, Zip Code

The Bidder is a:

- _____ Corporate
- _____ Partnership
- _____ Limited Liability Company
- _____ Sole Proprietorship
- _____ Other (please explain: _____)

Corporation

The state of incorporation is: _____

The registered agent of the corporation in Illinois is:

Name _____

Address _____

City, State, Zip _____

The Officers of the corporation are:

President

Secretary

Vice President

Treasurer

The Corporation is authorized to do business in the State of Illinois.

Limited Liability Company

The state of registration is: _____

The registered agent of the Limited Liability Company in Illinois is:

Name _____

Address _____

City, State, Zip _____

The registered office of the Limited Liability Company in Illinois is:

Address _____

City, State, Zip _____

The managers and members of the Limited Liability Company are:

_____	_____
Name	Name

_____	_____
Address	Address

_____	_____
City, State	City, State

The LLC is authorized to do business in the State of Illinois

Sole Proprietorship

The address of the sole proprietor is:

Address

City, State

The sole proprietor transacts business in Illinois under the following assumed names:

BID RIGGING AND BID ROTATING

Section 2. That in connection with this solicitation for bids/proposals:

- A. The bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;
- B. The bidder has not in any manner directly or indirectly sought by consultation, communication or agreement with anyone to fix the bid price of said bidder or any other bidder or to fix any overhead profit or cost element of such bid price of that of any other bidder or to secure any advantage against the public body awarding the contract or anyone interested in the proper contract.
- C. The bid genuine and not collusive or sham;
- D. The prices or breakdowns thereof and any and all contents which had been quoted in the bid have not been knowingly disclosed by the bidder and will not be knowingly disclosed by the bidder directly or indirectly to any other bidder or any competitor prior to opening;
- E. All statements contained in such bid are true;
- F. No attempt has been made or will be made by the bidder to induce any other person or firm to submit a false or sham bid;
- G. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition;

NON-COLLUSION

- Section 2a.**
- A. No officer or employee of the Village of Tinley Park has a direct or indirect pecuniary interest in this bid.
 - B. No officer or employee of the village of Tinley Park has disclosed to the bidder any information related to the terms of a sealed bid.
 - C. No officer or employee of the Village of Tinley Park has informed the bidder that the bid will be accepted only if the specified persons are included as subcontractors.
 - D. Only the bidder will be entitled to the proceeds of the contract if this bid is accepted by the Village of Tinley Park.
 - E. This bid is made without the benefit of information obtained in violation of law.

Section 3. The undersigned further states that: (circle A or B)

- A. He is the person in the bidder's organization responsible within that organization for the decision as to the prices being bid herein and that he has not participated, and will not participate, in any action contrary to paragraphs A through G above; or
- B. He is not the person in the bidder's organization responsible within that organization for the decision as to the prices being bid herein but that he has been authorized to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to paragraphs A through G above and as their agent does hereby so certify; and
- C. That he has not participated, and will not participate, in any action contrary to paragraphs A through G above.

Section 4. The undersigned certified that the bidder has never been convicted for a violation of State laws prohibiting bid rigging or bid rotating.

**THE REQUIREMENTS OF THE
ILLINOIS DRUG FREE WORKPLACE ACT**

Section 5. The undersigned will publish a statement:

- A. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the aforementioned company's workplace.
- B. Specifying the actions that will be taken against employees for violations of this prohibition;
- C. Notifying the employees that, as a condition of their employment to do work under the contract with the Village of Tinley Park, the employees will:
 - 1. Abide by the terms of the statement; and
 - 2. Notify the aforementioned company of any criminal drug statute conviction for a violation occurring in the workplace not later than five (5) days after such a conviction.
- D. Establishing a drug free awareness program to inform the aforementioned company's employees about:
 - 1. The dangers of drug abuse in the workplace;

2. The aforementioned company's policy of maintain a drug free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 4. The penalties that may be imposed upon employees for drug violations.
- E. Making it a requirement to give a copy of the statement required by Section 5 to each employee engaged in the performance of the contract with the Village of Tinley Park and to post the statement in a prominent place in the workplace;
- F. Notifying the Village of Tinley Park within ten (10) days after receiving notice under Section 5.C.2. from an employee or otherwise receiving actual notice of such a conviction;
- G. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 6., below;
- H. Training personnel to effectively assist employees in selecting a proper course of action in the event drug counseling, treatment, and rehabilitations required and indicating that an effectively trained counseling and referral team is in place;
- I. Making a good faith effort to continue to maintain a drug free workplace through implementing these requirements.
- J. Making a good faith effort to continue to maintain a drug free workplace through implementation of this policy.

Section 6. The undersigned further affirms that within thirty (30) days after receiving notice from an employee of a conviction of a violation of the criminal drug statute occurring in the aforementioned company's workplace he shall:

- A. Take appropriate personnel action against such employee up to and including termination; or
- B. Require the employee to satisfactorily participate in drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

TAX COMPLIANCE

- Section 7.** The undersigned on behalf of the entity making the foregoing proposal certifies that neither the undersigned nor the entity is barred from contracting with the Village of Tinley Park because of any delinquency in the payment of any tax administered by the State of Illinois, Department of Revenue, unless the undersigned or the entity is contesting, in accordance with the procedures established by the appropriate revenue act, liability of the tax or the amount of tax.
- Section 8.** The undersigned or the entity making the proposal or bid understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and in addition, voids the contract and allows the municipality to recover all amounts paid to the individual or entity under the contract in a civil action.

NON DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

- Section 9.** The EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.
- Section 10.** In the event of the contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights (hereinafter referred to as the Department) the contractor may be declared nonresponsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

During the performance of this contract, the contractor agrees:

- A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- B. That, if it hires additional employees in order to perform this contract, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulation for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

- C. That in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contract. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Acts and Rules and Regulations, the contractor will promptly so notify the Department and the contracting agency will recruit employees from the sources when necessary to fulfill its obligations thereunder.
- E. CONTRACTOR certified that it is presently in compliance with all of the terms, conditions and provisions of Section 5/2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105), together with all rules and regulations promulgated and adopted pursuant thereto.
- F. That it will submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contracts.
- G. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contracts.
- H. That it will include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event of any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

- Section 11.** For the purposes of subsection G of Section 10, "Subcontract" mean any agreement, arrangement or understanding, written or otherwise, between a public contractor and any person under which any portion of the public contractor's obligation under one or more public contracts is performed, undertaken or assumed; the term "subcontract," however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a bank or other financial institution and its customers.
- Section 12.** It is expressly understood that the foregoing statements and representations and promises are made as a condition to the right of the bidder to receive payment under any award made under the terms and provisions of this bid.
- Section 13.** Have written sexual harassment policies that shall include, 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) the vendor's internal compliant process including penalties; (v) the legal recourse, investigative and complaint process available through the Department and the Commission; (vi) directions on how to contact the Department and Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of this Act. A copy of the policies shall be provided to the Department upon request.
- Section 14.** In the event that this contract is subject to Executive Order 11246, Seller certifies that it (1) is in compliance with Section 202 thereof and the Rules and Regulations issued thereunder; (2) does not and will not provide or maintain at any of its establishments, or permit it's employees to perform their services at any location under its control where there are maintained, segregated facilities, and (3) agrees that a breach of this Certification violates the Equal Employment clause of Executive Order 11246. "Segregated Facilities," means facilities which are in fact segregated on a basis of race, color, creed, sex, religion or national origin, because of habit, local custom, or otherwise.

FELONY

- Section 15.** Contractor certifies that it has not been barred from being awarded a contract under Section 1400.5015 of the Treasurer's Procurement Rules (44 Ill. Adm. Code 1400.5015).

THE AMERICANS WITH DISABILITIES ACT

- Section 16.** As a condition of receiving this contract, the undersigned vendor certified that services, programs and activities provided under this contract are and will continue to be in compliance with the Tinley Park Accessibility Code.

PREVAILING WAGE REQUIREMENTS

Section 17. 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 current prevailing wage rates, please refer to the Illinois Department of Labor’s website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

Signed by: _____
[name]

[title]

Subscribed and Sworn to before me this _____ day of _____, 20__.

By: _____
Notary Public

-seal-

VILLAGE OF TINLEY PARK RESPONSIBLE BIDDER ORDINANCE

Section 18. The undersigned or the entity making the proposal or bid has reviewed and is in compliance with the Village of Tinley Park Responsible Bidder Ordinance No. 2009-O-002.

Signed by: _____
[name]

[title]

Subscribed and Sworn to before me this ___ day of _____, 20__.

By: _____
Notary Public

-seal-

STATE OF ILLINOIS)
)
 COUNTY OF COOK)

SS.

 *NOTE: THIS AFFIDAVIT MUST BE
 *COMPLETED BY THE CHIEF OFFICER
 *OF THE BIDDER

**AFFIDAVIT
 REGARDING BIDDER AVAILABILITY**

The undersigned, _____, being first duly sworn on Oath and being duly authorized to make this Affidavit, hereby declares that the following is a true and correct statement relating to All uncompleted contracts of the undersigned for Federal, State, County, City and private work, including All subcontract work; and all pending low bids not yet awarded or rejected; and equipment available.

PART I. WORK UNDER CONTRACT

List below all work you have under contract as either a prime contractor or a subcontractor, including all pending low bids not yet awarded or rejected.

	1	2	3	4	5	Awards Pending	
County and Section No.							
Contract With							
Estimated Completion Date							
Total Contract Price							Total
Uncompleted Dollar Value							

PART II. UNCOMPLETED WORK TO BE DONE WITH YOUR OWN FORCES.

List below the uncompleted dollar value of work for each contract to be completed with your own forces. All work subcontract to others will be listed on the reverse of this form. In a joint venture list only that portion of the work to be done by your company.

Description							TOTALS
Electrical							

(SIGNATURE)

(PRINT NAME)

(TITLE)

Subscribed and Sworn to before me the
 _____ day of _____, AD, 2019

NOTARY PUBLIC

STOP*

CHECK THE FOLLOWING LIST TO MAKE SURE THAT YOUR BID CONTAINS ALL OF THE REQUIRED DOCUMENTS.

- _____ 1. BID SECURITY
- _____ 2. BIDDING SCHEDULE
- _____ 3. BID PROPOSAL, DULY SIGNED & NOT NOTARIZED
- _____ 4. ALL AFFIDAVITS, SIGNED & NOTARIZED

FAILURE TO INCLUDE ANY ONE OR ALL OF THE ABOVE MAY CONSTITUTE SUITABLE GROUNDS FOR REJECTION OF YOUR BID.

***(FOR CONSTRUCTION CONTRACTS ONLY)**

AGREEMENT

THIS AGREEMENT is entered into on the date stated below by and between the Village of Tinley Park, an Illinois Municipal Corporation (hereinafter "Village") and _____, (hereinafter "Contractor").

In consideration of the mutual promises of the parties set forth in the Contract Documents, the Contractor agrees to timely perform all work, furnish all labor and materials necessary for the proper completion of the work for the sum of \$ _____; and the Village agrees to pay for the work as set forth in the Contract Documents. The Contractor further agrees to comply with the provisions of the Prevailing Wage Act (820 ILCOS 130111 eq seq.).

The Contract Documents shall consist of the following documents as prepared by Christopher B. Burke Engineering, Ltd., dated _____, 2019, which are hereby made part of this Agreement as if recited at length herein for **LED Street Lighting Replacement – Phase 3:**

- 1. **Legal Notice to Bidders**
- 2. **Instructions to Bidders**
- 3. **General and Special Conditions**
- 4. **Specifications and Drawings**
- 5. **Proposal Schedule (consistent with Contract Documents)**
- 6. **Affidavits**
- 7. **Performance Bond and Payment Bond**
- 8. **Addendum _____, _____, and _____.**

IN WITNESS WHEREOF, the Village and the Contractor, by their duly authorized representatives have hereunto set their hands this _____ day of _____, 2019.

**VILLAGE OF TINLEY PARK,
Municipal Corporation,**

By: _____

Print name of Contractor _____

Print Name: _____

By: _____

Title: _____

Print Name: _____

Attests Title: _____

Title: _____

Print Name: _____

Title: _____

Approved as to form:

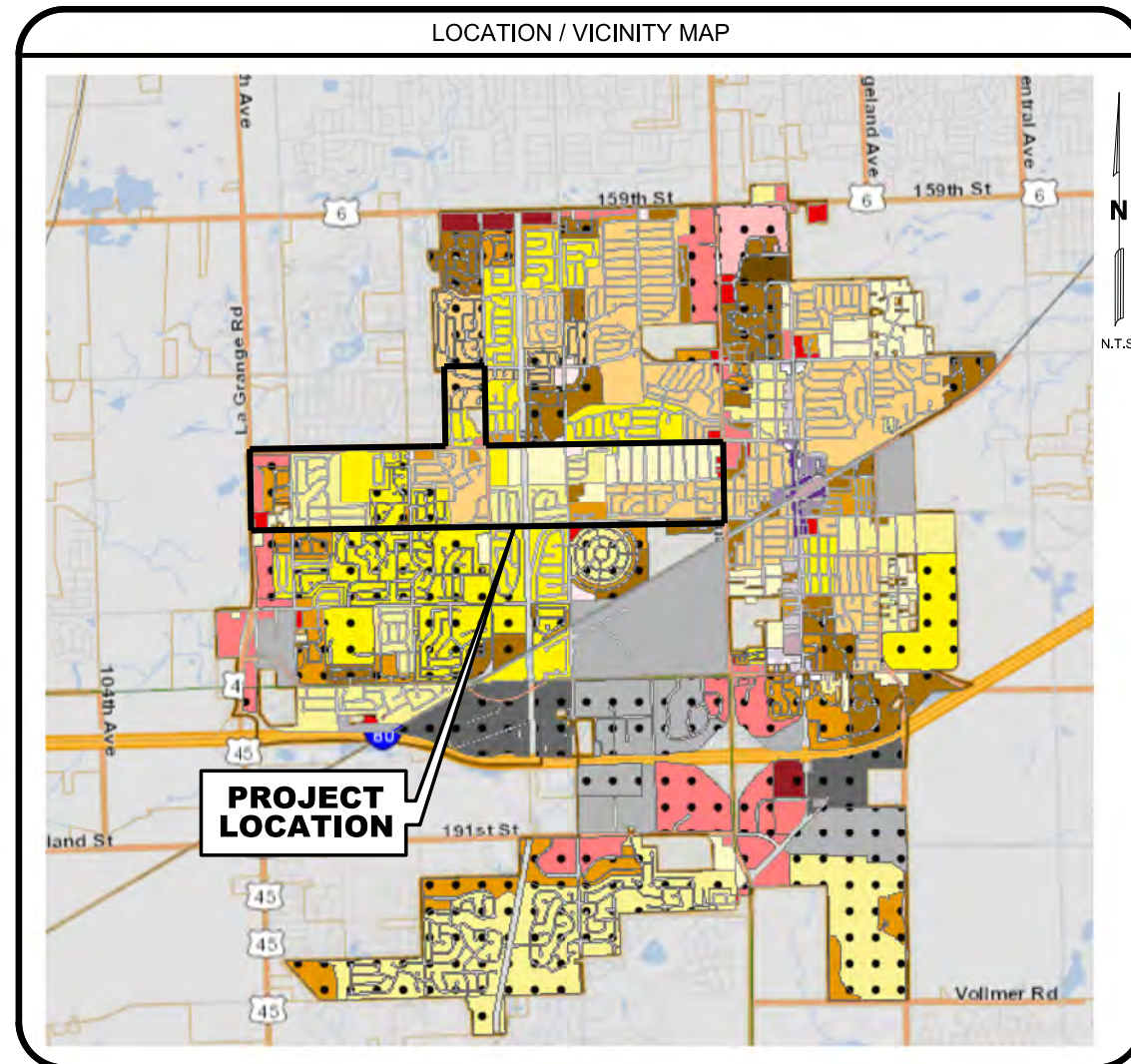
Print Name: _____

Title: _____

DRAWINGS

VILLAGE OF TINLEY PARK LED STREET LIGHTING REPLACEMENT PHASE 3

INDEX	
SHT #	DRAWING TITLE
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 HID STREET LIGHTING LUMINAIRES WITH NEW LED LUMINAIRES.

LOCATION

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

CALL JULIE 811
WITH THE FOLLOWING:
COUNTY: COOK
CITY-TOWNSHIP: TINLEY PARK

48 HOURS BEFORE YOU DIG.
EXCLUDING SAT., SUN., & HOLIDAYS

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

JOHN P. CARUSO
062-048356
REGISTERED PROFESSIONAL ENGINEER OF ILLINOIS

ENGINEER _____ DATE _____

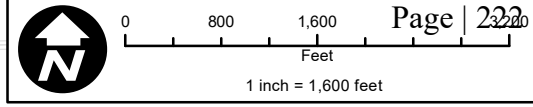
JOHN P. CARUSO, PE
ILLINOIS REGISTRATION No. 062-048356
EXPIRATION DATE: 11/30/2019

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

CB **CHRISTOPHER B. BURKE ENGINEERING, LTD.**
9575 W. Higgins Road, Suite 600
Rosemont, Illinois 60018
(847) 823-0500

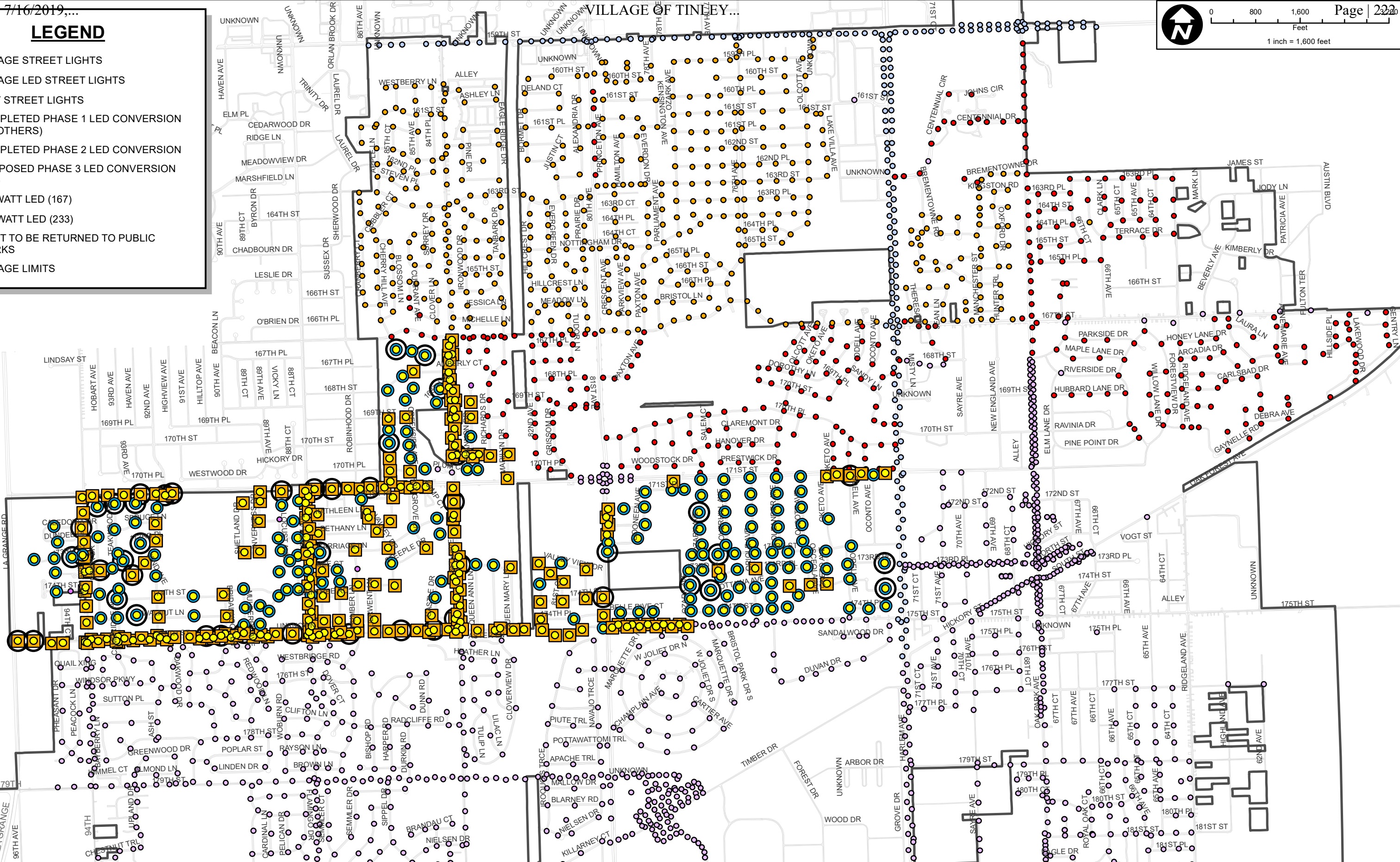
FOR BID
JULY 2, 2019

6/11/2019



LEGEND

- VILLAGE STREET LIGHTS
- VILLAGE LED STREET LIGHTS
- IDOT STREET LIGHTS
- COMPLETED PHASE 1 LED CONVERSION (BY OTHERS)
- COMPLETED PHASE 2 LED CONVERSION
- PROPOSED PHASE 3 LED CONVERSION (400)
- 111 WATT LED (167)
- 120 WATT LED (233)
- LIGHT TO BE RETURNED TO PUBLIC WORKS
- VILLAGE LIMITS



CHRISTOPHER B. BURKE ENGINEERING, LTD.
 9575 W. Higgins Road, Suite 600
 Rosemont, Illinois 60018
 (847) 823-0500

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

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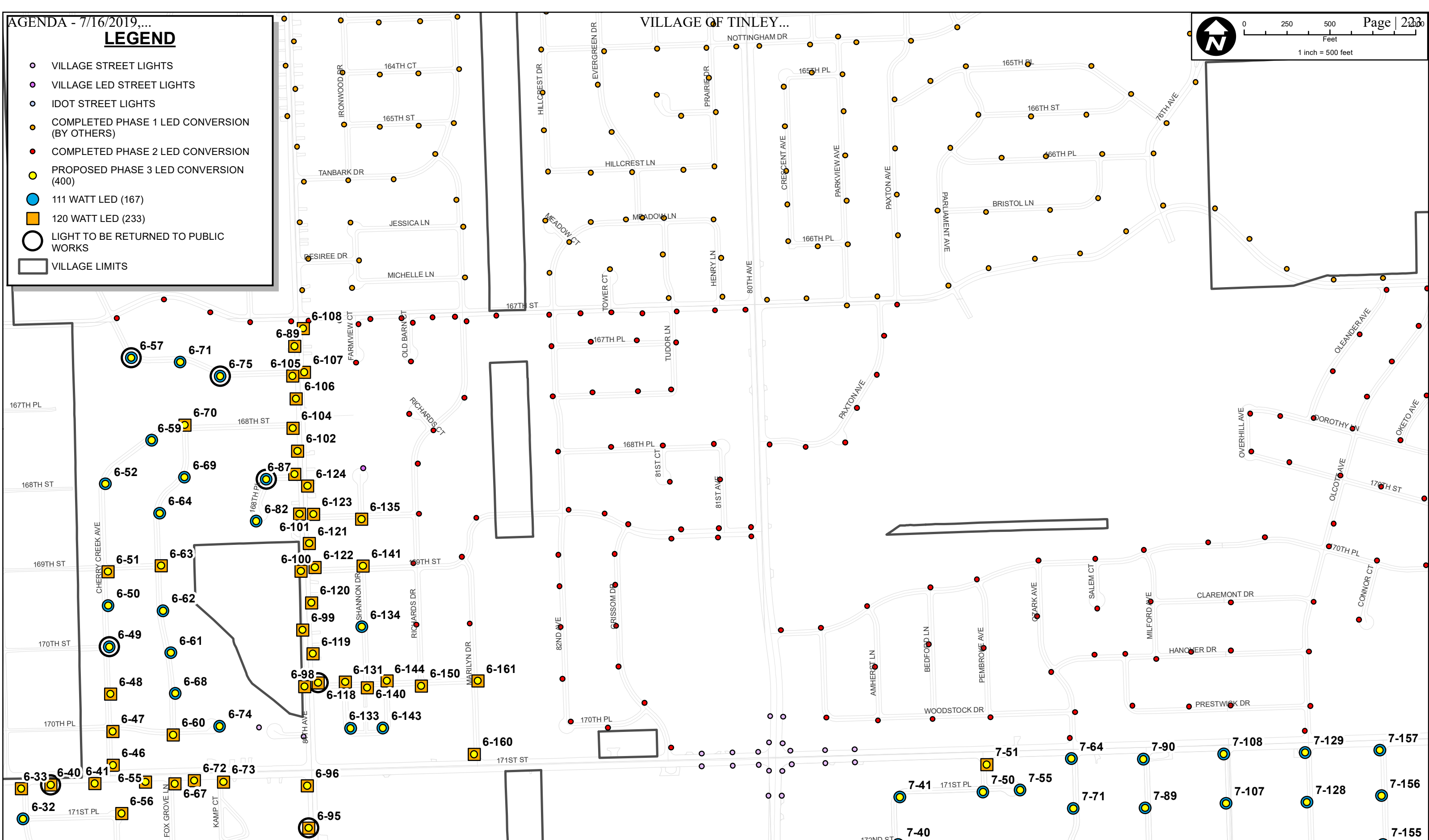
DSGN. JPC
 DWN. ROB
 CHKD. JPC
 SCALE: 1" = 1,600'
 PLOT DATE: 7/2/2019
 CAD USER:

TITLE: **LED STREET LIGHTING REPLACEMENT PHASE 3 OVERALL MAP**

PROJ. NO. 160373.00003A
 SHEET 2 OF 7
 DRAWING NO. **2**

LEGEND

- VILLAGE STREET LIGHTS
- VILLAGE LED STREET LIGHTS
- IDOT STREET LIGHTS
- COMPLETED PHASE 1 LED CONVERSION (BY OTHERS)
- COMPLETED PHASE 2 LED CONVERSION
- PROPOSED PHASE 3 LED CONVERSION (400)
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 Rosemont, Illinois 60018
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CLIENT: **VILLAGE OF TINLEY PARK**
 16250 S. OAK PARK AVENUE
 TINLEY PARK, IL 60477
 PHONE: (708) 444-5000

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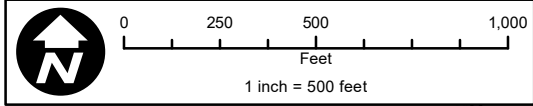
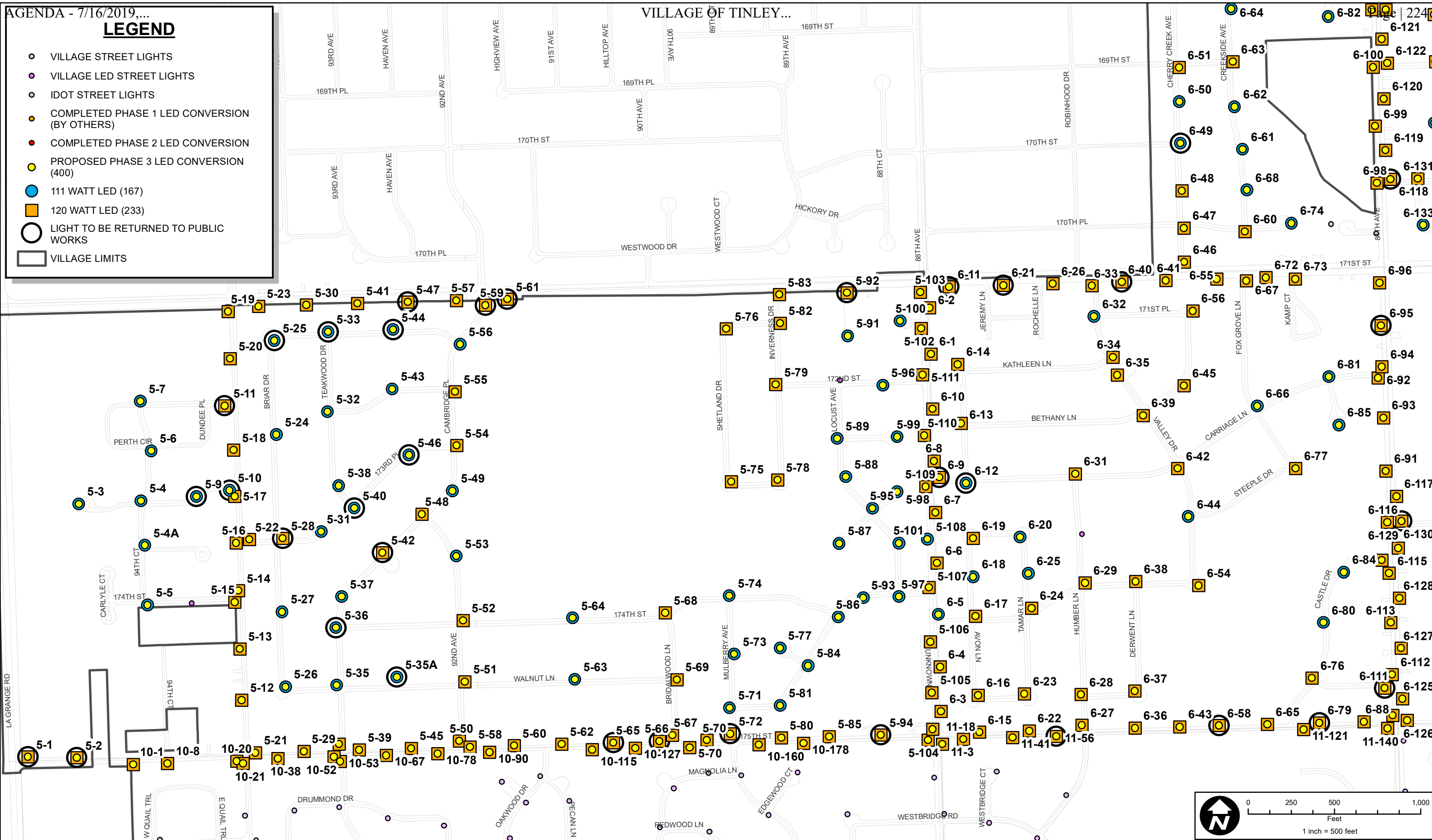
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 PHASE 3
 AREA 1**

PROJ. NO. 160373.00003A
 SHEET 3 OF 7
 DRAWING NO. **3**

LEGEND

- VILLAGE STREET LIGHTS
- VILLAGE LED STREET LIGHTS
- IDOT STREET LIGHTS
- COMPLETED PHASE 1 LED CONVERSION (BY OTHERS)
- COMPLETED PHASE 2 LED CONVERSION
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- ▭ VILLAGE LIMITS

VILLAGE OF TINLEY...



CHRISTOPHER B. BURKE ENGINEERING, LTD.
 9575 W. Higgins Road, Suite 600
 Rosemont, Illinois 60018
 (847) 823-0500

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

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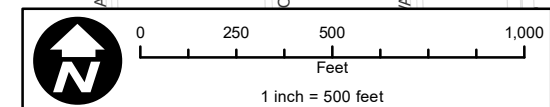
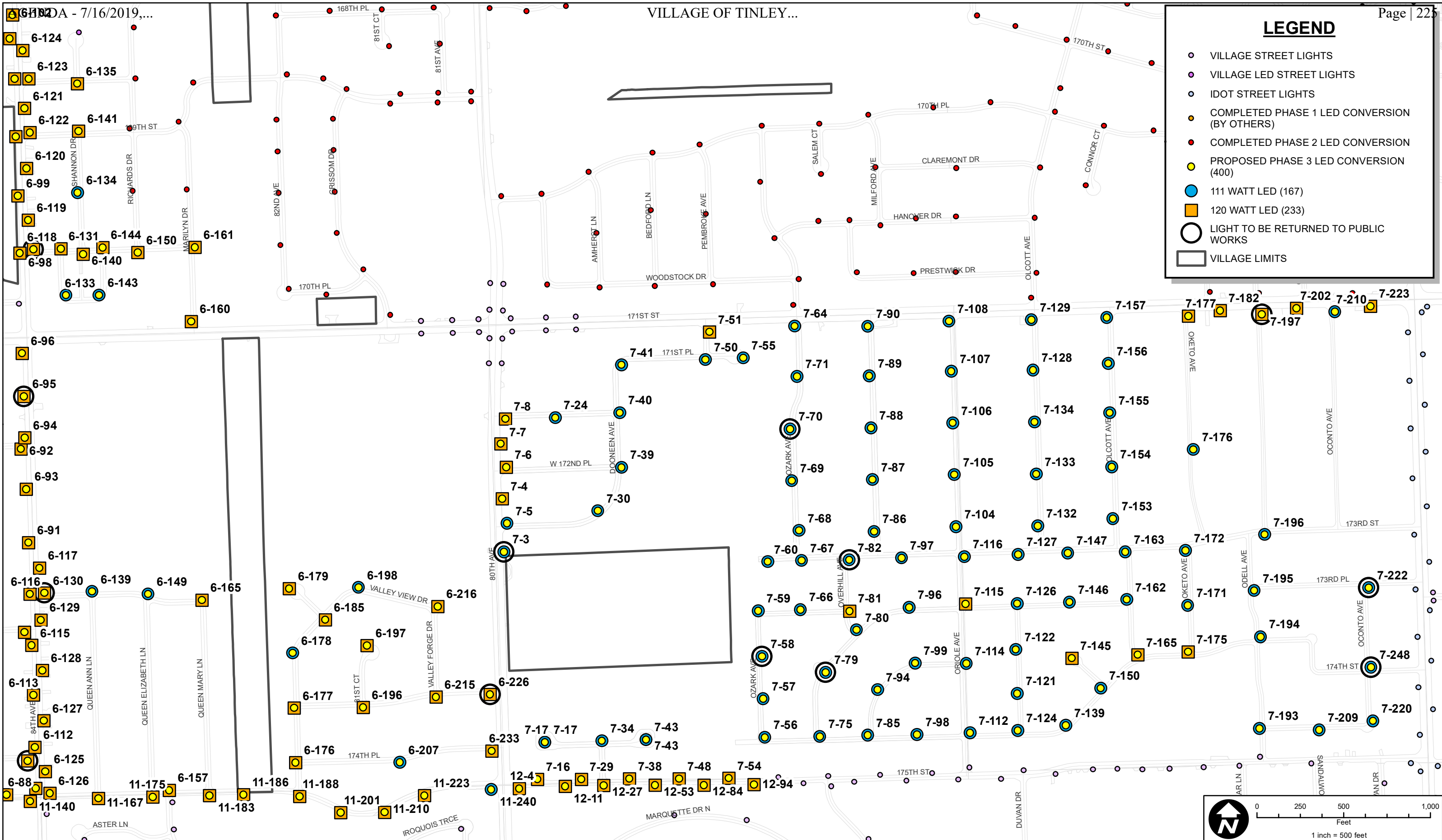
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PROJ. NO. 160373.00003A
 SHEET 4 OF 7
 DRAWING NO. 4


VILLAGE OF TINLEY...

LEGEND

- VILLAGE STREET LIGHTS
- VILLAGE LED STREET LIGHTS
- IDOT STREET LIGHTS
- COMPLETED PHASE 1 LED CONVERSION (BY OTHERS)
- COMPLETED PHASE 2 LED CONVERSION
- PROPOSED PHASE 3 LED CONVERSION (400)
- 111 WATT LED (167)
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- ▭ VILLAGE LIMITS

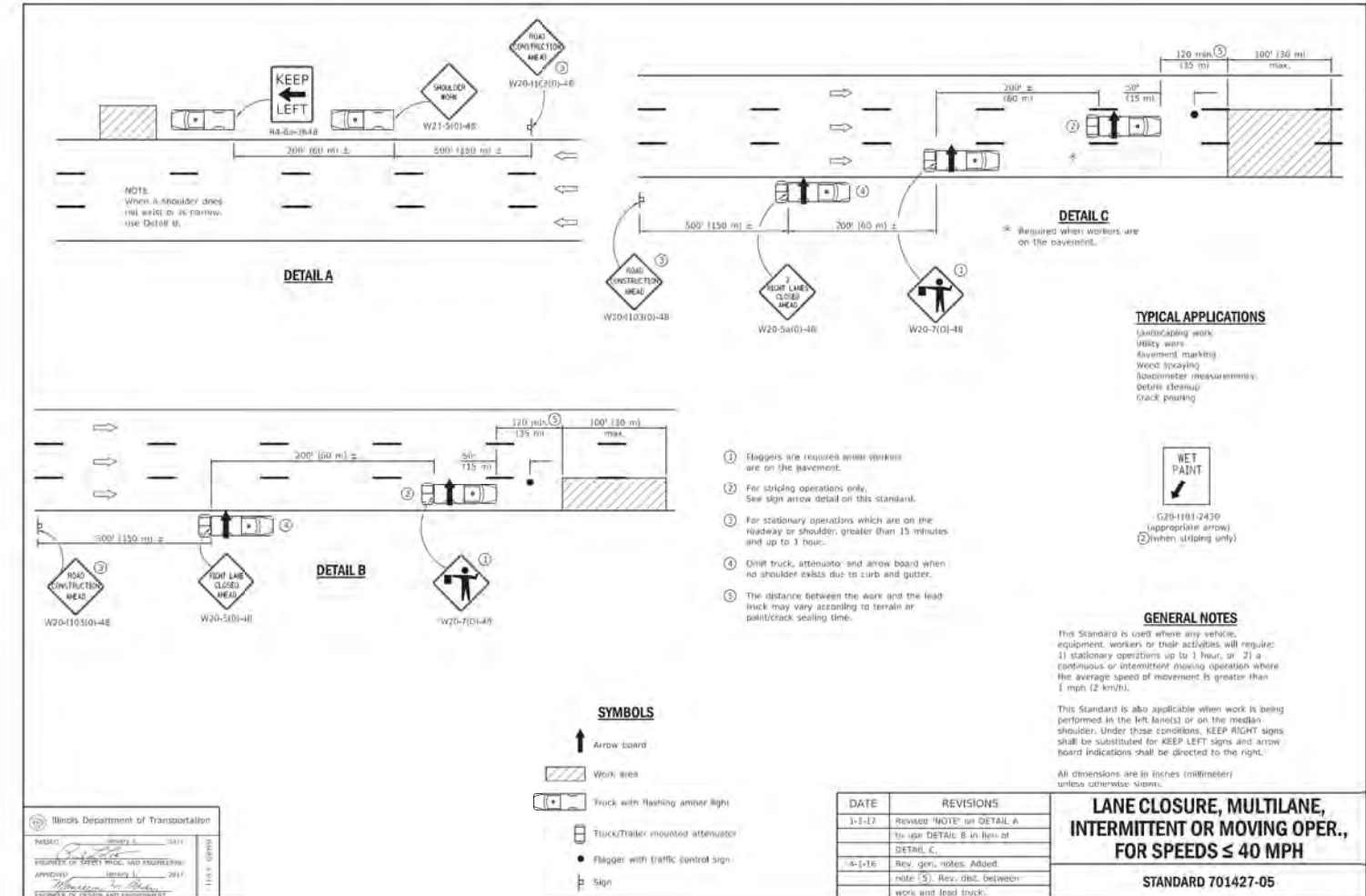
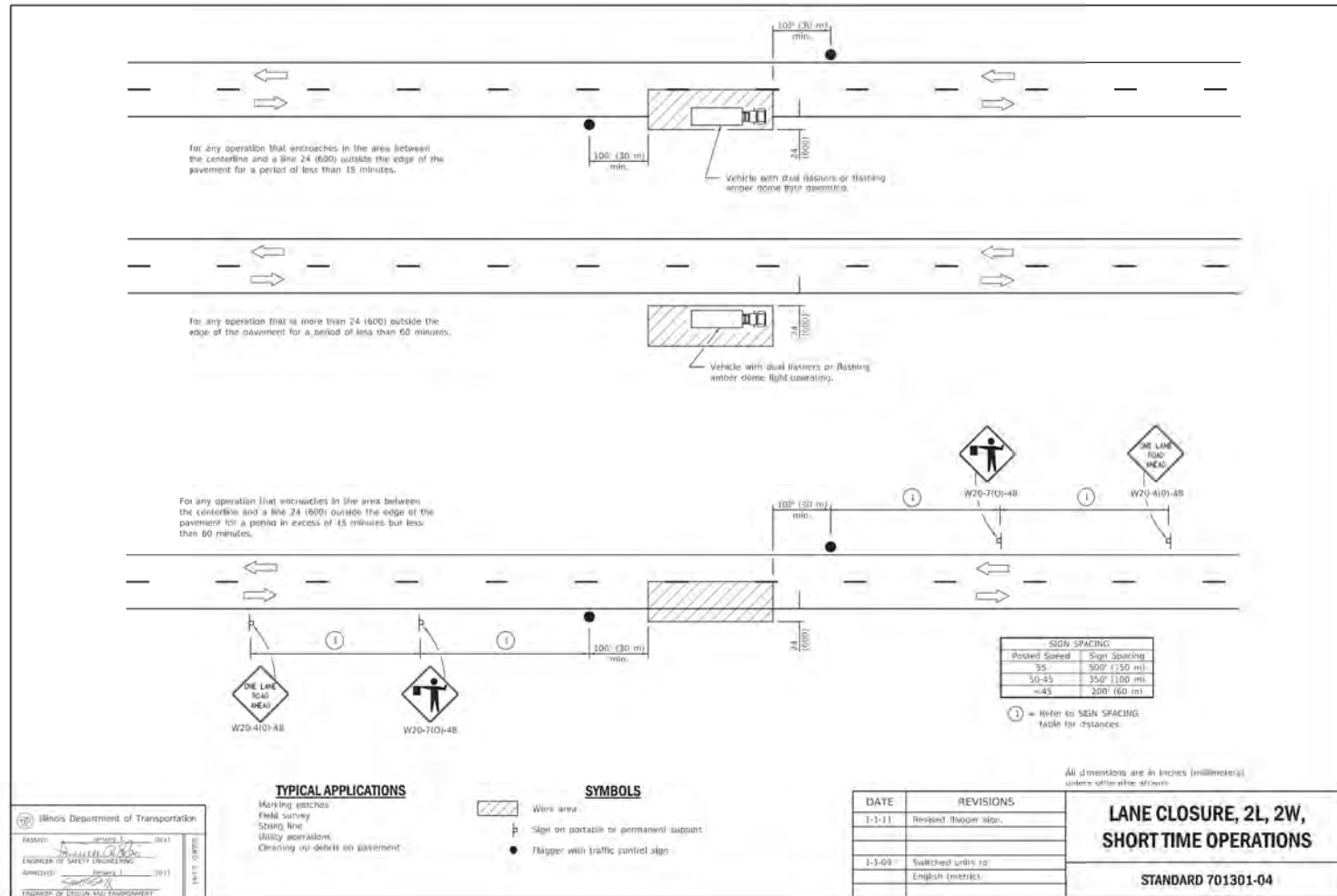


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CLIENT:
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 TINLEY PARK, IL 60477
 PHONE: (708) 444-5000

NO.	DATE	NATURE OF REVISION	CHKD.	MODEL
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 DWN. ROB
 CHKD. JPC
 SCALE: 1" = 500'
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 CAD USER:
 TITLE: **LED STREET LIGHTING REPLACEMENT PHASE 3 AREA 3**
 PROJ. NO. 160373.00003A
 SHEET 5 OF 7
 DRAWING NO. **5**





Interoffice

Memo

Date: July 12, 2019

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

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

Subject: Approve Job Order Contract (JOC) With F.H. Paschen For Village Hall Council Chambers Condensing Unit & Air Handler

Presented for July 9th, 2019 Public Works Committee and Village Board Agenda discussion and possible action:

Description:

We are requesting authorization to replace the existing condensing unit and air handler at the Village Hall Council Chambers utilizing the Job Order Contracting (JOC) procurement method. F.H. Paschen is the awarded general contractor that will perform the work under an existing cooperative contract through the City of Naperville, this contract is for usage by other jurisdictions within Illinois pursuant to 30 ILCS 525 (Procurement #11-082). This contract can be utilized to quickly order repair or alteration construction services under an existing contract through the State of Illinois that satisfies the requirement for competitive bidding. Also, since JOC is administered by a general contractor (F.H. Paschen), adequate coverage is consistently maintained on bonding and insurance requirements. F.H. Paschen is also responsible for all aspects of contract administration, acceptance, and closeout.

Background:

The existing air handling unit is original to the approximately 30 year old building and the condensing unit approximately 10 years old and both have experienced several failures in the past years. The existing evaporator coil has had several leaks repaired and the blower section needs a new drive shaft and bearings. The replacement of the handling unit incorporates the condensing unit as well. Also, this unit uses R-22 refrigerant which costs \$55.00 per pound and going up every year. R-22 will no longer be manufactured after 2020 due the US Environmental Protection Agency deeming it illegal in the United States because of its harmful effects on the ozone layer. The units have reached their life expectancy and should be updated for overall energy efficiency.

Budget/Finance:

Funding is budgeted and available in the approved FY20 Capital Projects Budget.

Budget Available	\$156,000.00
Contract Amount	\$149,849.13

Difference – UNDER BUDGET

\$6,150.87

Recommendation:

1. Approve the JOC contract with Gordian/F.H. Paschen, S.N. Nielsen & Associates in the amount not to exceed \$130,833.14 for the Village Hall Council Chambers Condensing Unit & Air Handler Project.
2. Direct staff as necessary.

Attachments:

1. Gordian/F.H. Paschen, S.N. Nielsen & Associates proposal and detailed scope of work.



Job Order Contract
Detailed Scope of Work

Job Order Number:	068500.00	Date: June 24, 2019
Job Order Name:	Village of Tinley Park - Village Hall Council Chambers HVAC Unit	
Contractor Name:	F. H. Paschen, S. N. Nielsen & Associates LLC	
Location:	590 - 16250 S. Oak Park Ave. Tinley Park, IL 60477 16250 S. Oak Park Ave. Tinley Park, IL 60477	

Detailed Scope of Work

 Preliminary

 Final

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this Detailed Scope of Work:

Brief Scope of Work:

We would like to request pricing to replace the existing condensing unit and air handler (Village Hall Council Chambers) that is original to construction, approximately 30 years old. The blower section needs a new shaft/bearings and multiple failures in the past years have warranted for replacement. We would like for the new unit to be a Carrier/Trane/Or like in kind but overall a more efficient system.

Detailed Scope of Work:

Tinley Park Council Chambers HVAC

- Disconnect and remove existing air handling unit, condensing unit and dispose.
- Furnish and install one (1) Carrier 7.5 Ton R410A condensing unit with hot gas bypass.
- Furnish and install one (1) Carrier 7.5 Ton air handling unit with frequency drive, new hot water coil and DX evaporator coil.
- Furnish and install new hot water circulation pump.
- Furnish and install new thermal expansion valves and solenoid valves.
- Furnish and install all new refrigerant piping from the condensing unit to air handler with insulation.
- Upgrade TAC controls.
- Leak check system and evacuate to industry standards.
- Provide crane.
- Furnish and install all necessary electrical connections.
- Start & check operation.
- Includes a four (4) year manufacturer warranty.
- This proposal excludes permit fees or bonds.
- This proposal excludes any premium time or overtime. Work is assumed to be performed during normal working hours.
- This proposal excludes roofing.
- This proposal excludes any unforeseen conditions.

Detailed Scope of Work - 068500.00

Detailed Scope of Work (continued)

Job Order Number: 068500.00

Job Order Name: Village of Tinley Park - Village Hall Council Chambers HVAC Unit

- This proposal excludes work not described above.
- This proposal excludes the removal and disposal of any hazardous material.

Job Order Contract**Proposal Review Summary - CSI**

Date: June 24, 2019
Work Order #: 068500.00
Title: Village of Tinley Park - Village Hall Council Chambers HVAC Unit
Contractor: 11-082 - F. H. Paschen, S. N. Nielsen & Associates LLC
Proposal Value: \$149,849.13
Proposal Name: Village of Tinley Park - Village Hall Council Chambers HVAC Unit Rev 02
Proposal Submitted: 06/24/2019

01 - General Requirements:	\$8,559.30
02 - Site Work:	\$705.57
22 - Plumbing:	\$2,788.78
23 - Heating, Ventilating, And Air-Conditioning (HVAC):	\$120,385.47
26 - Electrical:	\$12,967.89
33 - Utilities:	\$2,988.23
41 - Material Processing And Handling Equipment:	\$1,453.89
Proposal Total	\$149,849.13

This proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

The Percent of NPP on this Proposal: **14.71%**

**Job Order Contract
Proposal Review Detail - CSI**

Date: June 24, 2019
Work Order #: 068500.00
Title: Village of Tinley Park - Village Hall Council Chambers HVAC Unit
Contractor: 11-082 - F. H. Paschen, S. N. Nielsen & Associates LLC
Proposal Value: \$149,849.13
Proposal Name: Village of Tinley Park - Village Hall Council Chambers HVAC Unit Rev 02
Proposal Submitted: 06/24/2019

Rec#	CSI Number	Mod.	UOM	Description	Line Total
01 - General Requirements					

1	01 22 16 00-0002	EA		Reimbursable Fees Note: Reimbursable Fees will be paid to the contractor for the actual cost of all permits, without mark-up, for which a receipt or bill is received. The Adjustment Factor applied to Reimbursable Fees will be 1.0000. The labor cost involved in obtaining all permits is in the Adjustment Factor. The base cost of the Reimbursable Fee is \$1.00. The quantity used will adjust the base cost to the actual Reimbursable Fee (e.g. quantity of 125 = \$125.00 Reimbursable Fee). If there are multiple Reimbursable Fees, each one shall be listed separately with a comment in the "note" block to identify the Reimbursable Fees (e.g. sidewalk closure, road cut, various permits, extended warrantee, expedited shipping costs, etc.). A copy of each receipt shall be included with the Proposal.	\$1,000.00
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	Quantity		Unit Price		Factor		Total
Installation	1,000.00	x	1.00	x	1.0000	=	\$1,000.00

Contractors Note: 5 year compressor warranty

2	01 22 23 00-0472	DAY		40 To 45 Ton Lift Hydraulic Crane With Full-Time Operator	\$4,109.10
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	Quantity		Unit Price		Factor		Total
Installation	2.00	x	1,709.56	x	1.2018	=	\$4,109.10

Contractors Note: Crane to hoist and set new unit on roof.

3	01 22 23 00-0734	DAY		3 Ton, 4 x 2 Flat Bed Truck With Full-Time Truck Driver	\$2,222.87
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	Quantity		Unit Price		Factor		Total
Installation	2.00	x	924.81	x	1.2018	=	\$2,222.87

Contractors Note: Truck used to haul and dispose of existing equipment. Separate truck utilized to deliver new unit .

4	01 71 13 00-0007	EA		40 To 50 Ton Lift Move On/Off Cost, Truck Mounted Crane	\$1,227.33
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	Quantity		Unit Price		Factor		Total
Installation	2.00	x	510.62	x	1.2018	=	\$1,227.33

Contractors Note: Crane mobilization & demobilization

Subtotal for 01 - General Requirements: \$8,559.30

02 - Site Work

5	02 41 19 13-0212	IN		1/2" Diameter Drilling In Concrete Per Inch Of Depth	\$555.95
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	Quantity		Unit Price		Factor		Total
Installation	180.00	x	2.57	x	1.2018	=	\$555.95

Contractors Note: Drill into existing concrete to anchor new conduit supports and boxes

Category1: Electrical

6	02 41 19 13-0222	IN		1/2" Diameter Drilling In Brick Or Block Per Inch Of Depth	\$149.62
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	Quantity		Unit Price		Factor		Total
Installation	75.00	x	1.66	x	1.2018	=	\$149.62

Contractors Note: Drill into existing CMU to anchor new conduit supports and boxes

Category1: Electrical

Subtotal for 02 - Site Work: \$705.57

22 - Plumbing

Proposal Review Detail - CSI Continued..

Date: June 24, 2019
Work Order #: 068500.00
Title: Village of Tinley Park - Village Hall Council Chambers HVAC Unit

Rec#	CSI Number	Mod.	UOM	Description	Line Total
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22 - Plumbing

7	22 07 19 00-0018		LF	1-1/2" Diameter Pipe, 1" Thick Fiberglass Insulation	\$2,788.78		
				Quantity	Unit Price	Factor	Total
				Installation	210.00 x 8.59	x 1.2018 =	\$2,167.93
				Demolition	210.00 x 2.46	x 1.2018 =	\$620.85

Contractors Note: Replace piping insulation.

Subtotal for 22 - Plumbing: **\$2,788.78**

23 - Heating, Ventilating, And Air-Conditioning (HVAC)

8	23 01 20 00-0099		EA	Shut Down Existing Interior Piping System Note: Includes lock out/tag out and average line tracing. Use when valves are greater than 25' from work.	\$18.10		
				Quantity	Unit Price	Factor	Total
				Installation	1.00 x 15.06	x 1.2018 =	\$18.10

Contractors Note: shut down gas piping. Excludes labor.

9	23 01 60 00-0002		LB	Recovery Of Refrigerant	\$9.31		
				Quantity	Unit Price	Factor	Total
				Installation	155.00 x 0.05	x 1.2018 =	\$9.31

Contractors Note: Recovery of refrigerant prior to demo. Excludes labor.

10	23 05 93 00-0013		EA	Balancing Variable Volume Air Handling Unit	\$9.77		
				Quantity	Unit Price	Factor	Total
				Installation	1.00 x 8.13	x 1.2018 =	\$9.77

Contractors Note: Balancing of new roof top units. Excludes labor.

11	23 07 13 00-0008		SF	1-1/2" Type 100 (1.0 LB/CF) FSK Fiber Glass Duct Wrap Insulation	\$4,817.54		
				Quantity	Unit Price	Factor	Total
				Installation	655.00 x 3.35	x 1.2018 =	\$2,637.05
				Demolition	655.00 x 2.77	x 1.2018 =	\$2,180.49

Contractors Note: Replace ductwork insulation

12	23 07 13 00-0008	0172	SF	For Work In Restricted Working Space, Add	\$724.20		
				Quantity	Unit Price	Factor	Total
				Installation	655.00 x 0.92	x 1.2018 =	\$724.20

Contractors Note:

13	23 09 23 00-0004		HR	EMCS Engineering Project Management	\$14,574.66		
				Quantity	Unit Price	Factor	Total
				Installation	64.00 x 189.49	x 1.2018 =	\$14,574.66

Contractors Note: Mechanical project management for the duration of the Council Chambers project.

14	23 09 23 00-0006		HR	EMCS System Software Programming And Graphics Programming	\$29,226.07		
				Quantity	Unit Price	Factor	Total
				Installation	121.00 x 200.98	x 1.2018 =	\$29,226.07

Contractors Note: TAC controls for the council chambers scope of work.

15	23 09 23 00-0009		HR	EMCS On-Site System Diagnostics Field Technician	\$33,020.72		
				Quantity	Unit Price	Factor	Total
				Installation	145.00 x 189.49	x 1.2018 =	\$33,020.72

Contractors Note: Line item is labor costs per Murphy & Miller's cost breakdown for all mechanical work required for the Council Chambers. Line item labor does not include demolition, insulator, electrical or crane labor hours.

16	23 23 13 00-0016		EA	1 3/8" Refrigeration Valve, Packed	\$927.67		
				Quantity	Unit Price	Factor	Total
				Installation	5.00 x 133.31	x 1.2018 =	\$801.06
				Demolition	5.00 x 21.07	x 1.2018 =	\$126.61

Contractors Note: Refrigerant piping valves. Excludes labor.

Proposal Review Detail - CSI Continued..

Date: June 24, 2019
Work Order #: 068500.00
Title: Village of Tinley Park - Village Hall Council Chambers HVAC Unit

Rec#	CSI Number	Mod.	UOM	Description	Line Total		
23 - Heating, Ventilating, And Air-Conditioning (HVAC)							
17	23 23 13 00-0027		EA	1 3/8" Check Valve, Refrigeration	\$1,022.64		
Excludes Labor							
				Quantity	Unit Price	Factor	Total
				Installation	6.00 x 131.74	x 1.2018 =	\$949.95
				Demolition	6.00 x 10.08	x 1.2018 =	\$72.68
Contractors Note: Refrigerant piping check valve. Excludes labor.							
18	23 23 13 00-0039		EA	1 3/8" Solenoid Valve, Refrigeration	\$2,209.64		
Excludes Labor							
				Quantity	Unit Price	Factor	Total
				Installation	9.00 x 194.21	x 1.2018 =	\$2,100.61
				Demolition	9.00 x 10.08	x 1.2018 =	\$109.03
Contractors Note: Furnish and install new solenoid valves. Excludes labor.							
19	23 23 16 00-0084		LF	1-3/8" Outside Diameter ACR Copper Tubing, Annealed	\$2,369.83		
Excludes Labor							
				Quantity	Unit Price	Factor	Total
				Installation	210.00 x 5.45	x 1.2018 =	\$1,375.46
				Demolition	210.00 x 3.94	x 1.2018 =	\$994.37
Contractors Note: Remove and replace refrigerant piping. Excludes labor.							
20	23 23 16 00-0097		EA	1 3/8" Copper Tee Sweat Straight ACR	\$244.73		
Excludes Labor							
				Quantity	Unit Price	Factor	Total
				Installation	4.00 x 22.87	x 1.2018 =	\$109.94
				Demolition	4.00 x 28.04	x 1.2018 =	\$134.79
Contractors Note: New tees for refrigerant piping. Excludes labor.							
21	23 23 16 00-0108		EA	1 3/8" Short Radius 90 Degree Elbow, ACR	\$728.11		
Excludes Labor							
				Quantity	Unit Price	Factor	Total
				Installation	15.00 x 20.68	x 1.2018 =	\$372.80
				Demolition	15.00 x 19.71	x 1.2018 =	\$355.31
Contractors Note: Fittings for refrigerant piping. Excludes labor.							
22	23 23 16 00-0119		EA	1 3/8" Coupling Copper Sweat, ACR	\$808.21		
Excludes Labor							
				Quantity	Unit Price	Factor	Total
				Installation	25.00 x 7.19	x 1.2018 =	\$216.02
				Demolition	25.00 x 19.71	x 1.2018 =	\$592.19
Contractors Note: Fittings for refrigerant piping. Excludes labor.							
23	23 23 23 00-0005		LB	Refrigerant R-410A	\$1,855.34		
				Quantity	Unit Price	Factor	Total
				Installation	155.00 x 9.96	x 1.2018 =	\$1,855.34
Contractors Note: Charge refrigerant system after install. Excludes labor.							
24	23 31 13 13-0004		LB	Sheet Metal Ductwork, Medium Pressure, Field Fabricated, Galvanized, Field Assemble And Install	\$2,073.11		
Excludes Labor							
				Quantity	Unit Price	Factor	Total
				Installation	500.00 x 1.04	x 1.2018 =	\$624.94
				Demolition	500.00 x 2.41	x 1.2018 =	\$1,448.17
Contractors Note: Replace ductwork. Excludes labor.							
25	23 31 13 13-0004	0398	LB	For Quantities > 200 Lb. To 500 Lb. (> 91 kg to 227 kg), Add	\$1,093.64		
				Quantity	Unit Price	Factor	Total
				Installation	500.00 x 1.82	x 1.2018 =	\$1,093.64
Contractors Note:							

Proposal Review Detail - CSI Continued..

Date: June 24, 2019
Work Order #: 068500.00
Title: Village of Tinley Park - Village Hall Council Chambers HVAC Unit

Rec#	CSI Number	Mod.	UOM	Description	Line Total
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23 - Heating, Ventilating, And Air-Conditioning (HVAC)

26	23 31 13 13-0004	0410	LB	For Work In Restricted Working Space, Add	\$1,400.10				
				Quantity	Unit Price	Factor	Total		
			Installation	500.00	x	2.33	x	1.2018 =	\$1,400.10

Contractors Note:

27	23 63 13 00-0003		EA	7.5 Ton Air Cooled Condensing Unit With Compressor, Condenser, Fan And Motor	\$701.11				
				Quantity	Unit Price	Factor	Total		
			Installation	1.00	x	7.26	x	1.2018 =	\$8.73
			Demolition	1.00	x	576.12	x	1.2018 =	\$692.38

Contractors Note: Install one (1) 7.5 ton condensing unit. Excludes labor.

28	23 74 00 00-0002		LS	Carrier 7.5 Ton Air Handler DX Coil HW Coil	\$22,050.00				
				Quantity	Unit Price	Factor	Total		
			Installation	1.00	x	21,000.00	x	1.0500 =	\$22,050.00

Contractors Note: Material only to furnish 7.5 ton air handler condenser DX coil HW coil. Excludes labor.

29	23 74 13 00-0024		EA	7.5 Ton Cooling, 150 MBH Gas Heating Self Contained Package Rooftop Unit	\$387.40				
				Quantity	Unit Price	Factor	Total		
			Installation	1.00	x	36.19	x	1.2018 =	\$43.49
			Demolition	1.00	x	286.16	x	1.2018 =	\$343.91

Contractors Note: Install one (1) 7.5 ton air handling unit. Excludes labor.

30	23 81 26 00-0064		LF	3/4" ID Condensate Drain Line	\$113.57				
				Quantity	Unit Price	Factor	Total		
			Installation	75.00	x	1.16	x	1.2018 =	\$104.56
			Demolition	75.00	x	0.10	x	1.2018 =	\$9.01

Contractors Note: Remove and replace condensate drain lines. Excludes labor.

Subtotal for 23 - Heating, Ventilating, And Air-Conditionir **\$120,385.47**

26 - Electrical

31	26 01 20 00-0003		EA	Lock Out/Tag Out Breaker Or Motor Starter	\$171.92				
				Quantity	Unit Price	Factor	Total		
			Installation	5.00	x	28.61	x	1.2018 =	\$171.92

Contractors Note: Log out tag out circuits

Category1: Electrical

32	26 01 20 00-0005		EA	Existing Circuit Tracing Per Device	\$95.66				
				Quantity	Unit Price	Factor	Total		
			Installation	5.00	x	15.92	x	1.2018 =	\$95.66

Contractors Note: Trace circuits for lock out tag out

Category1: Electrical

33	26 05 13 00-0185		EA	250 To 500 MCM Cable Termination Without Stress Cone, Medium Voltage To 5 KV	\$3,116.80				
				Quantity	Unit Price	Factor	Total		
			Installation	8.00	x	217.18	x	1.2018 =	\$2,088.06
			Demolition	8.00	x	107.00	x	1.2018 =	\$1,028.74

Contractors Note: Terminate existing power cables and termination of power cables within unit.

Category1: Electrical

Proposal Review Detail - CSI Continued..

Date: June 24, 2019
Work Order #: 068500.00
Title: Village of Tinley Park - Village Hall Council Chambers HVAC Unit

Rec#	CSI Number	Mod.	UOM	Description	Line Total
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26 - Electrical					
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34	26 05 29 00-0007		LF	1-5/8" Wide x 1-3/8" High, 12 Gauge, Steel Unistrut Channel	\$664.55
				Quantity Unit Price Factor Total	
				Installation 32.00 x 13.79 x 1.2018 = \$530.33	
				Demolition 32.00 x 3.49 x 1.2018 = \$134.22	
				Contractors Note: Replace Unistrut pipe supports	

Category1: Electrical

35	26 05 29 00-0154		EA	3/4", "J" Type Conduit Hanger (Unistrut J1207)	\$487.09
				Quantity Unit Price Factor Total	
				Installation 30.00 x 13.51 x 1.2018 = \$487.09	
				Contractors Note: Electrical conduit hangers	

Category1: Electrical

36	26 05 29 00-0154	0123	EA	For Work In Restricted Working Space, Add	\$58.05
				Quantity Unit Price Factor Total	
				Installation 30.00 x 1.61 x 1.2018 = \$58.05	
				Contractors Note:	

Category1: Electrical

37	26 05 33 00-0009		CLF	3/4" EMT With 5 #12 THHN/THWN Assembly Note: Includes conduit, set screw connectors, set screw couplings, straps, wire as indicated. Not for use where detail is available.	\$3,686.41
				Quantity Unit Price Factor Total	
				Installation 3.00 x 718.17 x 1.2018 = \$2,589.29	
				Demolition 3.00 x 304.30 x 1.2018 = \$1,097.12	
				Contractors Note: Furnish and install conduit and wire for air handling unit, condensing unit and water circulation.	

Category1: Electrical

38	26 05 33 00-0174		EA	#1542D Junction Box	\$129.65
				Quantity Unit Price Factor Total	
				Installation 6.00 x 17.98 x 1.2018 = \$129.65	
				Contractors Note: Install new junction boxes	

Category1: Electrical

39	26 05 33 00-0712		LF	3/4" EMT Conduit, Mounted Exposed On Flat Wall	\$1,081.62
				Quantity Unit Price Factor Total	
				Installation 180.00 x 3.89 x 1.2018 = \$841.50	
				Demolition 180.00 x 1.11 x 1.2018 = \$240.12	
				Contractors Note: Conduit for controls contractor.	

Category1: Electrical

40	26 05 33 00-0712	0037	LF	For Work In Restricted Working Space, Add	\$227.14
				Quantity Unit Price Factor Total	
				Installation 180.00 x 1.05 x 1.2018 = \$227.14	
				Contractors Note:	

Category1: Electrical

41	26 05 33 00-0745		EA	3/4" EMT Compression Coupling	\$49.99
				Quantity Unit Price Factor Total	
				Installation 8.00 x 5.20 x 1.2018 = \$49.99	
				Contractors Note: Conduit fittings	

Category1: Electrical

Proposal Review Detail - CSI Continued..

Date: June 24, 2019
Work Order #: 068500.00
Title: Village of Tinley Park - Village Hall Council Chambers HVAC Unit

Rec#	CSI Number	Mod.	UOM	Description	Line Total
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26 - Electrical

42	26 05 33 00-0778		EA	3/4" EMT Box Connector, Compression	\$58.36		
				Quantity	Unit Price	Factor	Total
				Installation	8.00 x	6.07 x	1.2018 = \$58.36

Contractors Note: Conduit fittings

Category1: Electrical

43	26 05 33 00-2018		LF	3/4" Liquid Tight Flex Conduit	\$1,045.21		
				Quantity	Unit Price	Factor	Total
				Installation	195.00 x	3.35 x	1.2018 = \$785.08
				Demolition	195.00 x	1.11 x	1.2018 = \$260.13

Contractors Note: Remove and replace flex conduit

Category1: Electrical

44	26 05 33 00-2018	0058	LF	For Work In Restricted Working Space, Add	\$196.85		
				Quantity	Unit Price	Factor	Total
				Installation	195.00 x	0.84 x	1.2018 = \$196.85

Contractors Note:

Category1: Electrical

45	26 27 26 00-0020		EA	20 A, Duplex Receptacle, 120/277 V	\$140.03		
				Quantity	Unit Price	Factor	Total
				Installation	4.00 x	21.49 x	1.2018 = \$103.31
				Demolition	4.00 x	7.64 x	1.2018 = \$36.73

Contractors Note: Duplex receptacles

Category1: Electrical

46	26 28 16 00-0229		EA	200 A Non-Fused, NEMA 3R, Heavy Duty Disconnect Switch, 240 V, 3 Phase	\$1,758.56		
				Quantity	Unit Price	Factor	Total
				Installation	1.00 x	1,159.93 x	1.2018 = \$1,394.00
				Demolition	1.00 x	303.34 x	1.2018 = \$364.55

Contractors Note: Disconnect switch for units

Category1: Electrical

Subtotal for 26 - Electrical: \$12,967.89

33 - Utilities

47	33 12 16 00-0008		EA	1-1/2" Angle Valve, Threaded	\$738.46		
				Quantity	Unit Price	Factor	Total
				Installation	6.00 x	73.11 x	1.2018 = \$527.18
				Demolition	6.00 x	29.30 x	1.2018 = \$211.28

Excludes Labor

Contractors Note: Replace gas line valves. Excludes labor.

48	33 51 13 13-0054		LF	1-1/2" (3.6 cm) Diameter Schedule 40 Steel Gas Distribution Line, Plain End, Coal Tar Enamel	\$2,249.77		
				Quantity	Unit Price	Factor	Total
				Installation	260.00 x	5.08 x	1.2018 = \$1,587.34
				Demolition	260.00 x	2.12 x	1.2018 = \$662.43

Excludes Labor

Contractors Note: Replace gas piping as required. Excludes labor.

Subtotal for 33 - Utilities: \$2,988.23

41 - Material Processing And Handling Equipment

[Proposal Review Detail - CSI Continued..](#)

Date: June 24, 2019
Work Order #: 068500.00
Title: Village of Tinley Park - Village Hall Council Chambers HVAC Unit

Rec#	CSI Number	Mod.	UOM	Description	Line Total
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41 - Material Processing And Handling Equipment					
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49	41 01 20 00-0003		HR	Hoist Or Crane Servicing, Labor Only	\$1,453.89																
				<table border="0"> <tr> <td></td> <td>Quantity</td> <td></td> <td>Unit Price</td> <td></td> <td>Factor</td> <td></td> <td>Total</td> </tr> <tr> <td></td> <td>Installation</td> <td>16.00</td> <td>x</td> <td>75.61</td> <td>x</td> <td>1.2018 =</td> <td>\$1,453.89</td> </tr> </table>		Quantity		Unit Price		Factor		Total		Installation	16.00	x	75.61	x	1.2018 =	\$1,453.89	
	Quantity		Unit Price		Factor		Total														
	Installation	16.00	x	75.61	x	1.2018 =	\$1,453.89														

Contractors Note: Certified signaler and rigger for crane lift.

Subtotal for 41 - Material Processing And Handling Equip	\$1,453.89
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Proposal Total	\$149,849.13
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This proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

The Percent of NPP on this Proposal: 14.71%

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

RESOLUTION
NO. 2019-R-073

**A RESOLUTION APPROVING A CONTRACT FOR THE REPLACEMENT OF THE COUNCIL
CHAMBERS CONDENSING UNIT AND AIR HANDLER**

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

RESOLUTION NO. 2019-R-072**A RESOLUTION APPROVING A CONTRACT FOR THE REPLACEMENT OF THE COUNCIL CHAMBERS CONDENSING UNIT AND AIR HANDLER**

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

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into a Job Order Contract with F.H. PASCHEM, a true and correct copy of such Contract being attached hereto and made a part hereof as **EXHIBIT 1**; and

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

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

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

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

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

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

ADOPTED this 16TH day of July, 2019, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 16th day of July, 2019, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

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-073, **“A RESOLUTION APPROVING A CONTRACT FOR THE REPLACEMENT OF THE COUNCIL CHAMBERS CONDENSING UNIT AND AIR HANDLER.”** which was adopted by the President and Board of Trustees of the Village of Tinley Park on July 16, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 16th day of July, 2019.

 KRISTIN A. THIRION, VILLAGE CLERK



Interoffice

Memo

Date: July 12, 2019

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

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

Subject: Approve Job Order Contract (JOC) With F.H. Paschen For Village Hall Main Office Area Condensing Unit & Evaporator Coil

Presented for July 9th, 2019 Public Works Committee and Village Board Agenda discussion and possible action:

Description:

We are requesting authorization to replace the existing condensing unit and evaporator coil at the Village Hall utilizing the Job Order Contracting (JOC) procurement method. F.H. Paschen is the awarded general contractor that will perform the work under an existing cooperative contract through the City of Naperville, this contract is for usage by other jurisdictions within Illinois pursuant to 30 ILCS 525 (Procurement #11-082). This contract can be utilized to quickly order repair or alteration construction services under an existing contract through the State of Illinois that satisfies the requirement for competitive bidding. Also, since JOC is administered by a general contractor (F.H. Paschen), adequate coverage is consistently maintained on bonding and insurance requirements. F.H. Paschen is also responsible for all aspects of contract administration, acceptance, and closeout.

Background:

The existing condensing unit and evaporator coil are approximately 15 years old and have experienced several failures in the past. The existing Trane condensing unit has had several leaks repaired along the tube sheet; which has caused a loss of oil and compressor failure. Also, this unit uses R-22 refrigerant which costs \$55.00 per pound and going up every year. R-22 will no longer be manufactured after 2020 due the US Environmental Protection Agency deeming it illegal in the United States because of its harmful effects on the ozone layer. The units have reached their life expectancy and should be updated for overall energy efficiency.

Budget/Finance:

Funding is budgeted and available in the approved FY20 Capital Projects Budget.

Budget Available	\$132,000.00
Contract Amount	\$130,833.14



Difference – UNDER BUDGET

\$1,166.86

Recommendation:

1. Approve the JOC contract with Gordian/F.H. Paschen, S.N. Nielsen & Associates in the amount not to exceed \$130,833.14 for the Village Hall Main Office Area Condensing Unit & Evaporator Coil Project.
2. Direct staff as necessary.

Attachments:

1. Gordian/F.H. Paschen, S.N. Nielsen & Associates proposal and detailed scope of work.

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

RESOLUTION
NO. 2019-R-074

**A RESOLUTION APPROVING A CONTRACT FOR THE REPLACEMENT OF THE VILLAGE
HALL CONDENSING UNIT AND EVAPORATOR COIL**

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

RESOLUTION NO. 2019-R-074**A RESOLUTION APPROVING A CONTRACT FOR THE REPLACEMENT OF THE VILLAGE HALL CONDENSING UNIT AND EVAPORATOR COIL**

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

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into a Job Order Contract with F.H. PASCHEM, a true and correct copy of such Contract being attached hereto and made a part hereof as **EXHIBIT 1**; and

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

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

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

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

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

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

ADOPTED this 16TH day of July, 2019, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 16th day of July, 2019, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

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-074, **“A RESOLUTION APPROVING A CONTRACT FOR THE REPLACEMENT OF THE VILLAGE HALL CONDENSING UNIT AND EVAPORATOR COIL.”** which was adopted by the President and Board of Trustees of the Village of Tinley Park on July 16, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 16th day of July, 2019.

 KRISTIN A. THIRION, VILLAGE CLERK



Job Order Contract
Detailed Scope of Work

Job Order Number:	068506.00	Date: June 24, 2019
Job Order Name:	Village of Tinley Park - Village Hall Main Office Area HVAC	
Contractor Name:	F. H. Paschen, S. N. Nielsen & Associates LLC	
Location:	591 - 16250 S. Oak Park Ave. Tinley Park, IL 60477 16250 S. Oak Park Ave. Tinley Park, IL 60477	

Detailed Scope of Work

 Preliminary

 Final

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this Detailed Scope of Work:

Brief Scope of Work:

We would like to request pricing to replace the existing condensing unit and evaporator coil (Village Hall Main Office Area) that is original to construction, approximately 30 years old. Multiple failures in the past years have warranted for replacement. We would like for the new unit to be a Carrier/Trane/Or like in kind but overall a more efficient system.

Detailed Scope of Work:

Tinley Park Village Hall HVAC

- Disconnect and remove existing humidifier and dispose.
- Disconnect and remove existing Trane R-22 condensing unit and dispose.
- Furnish and install one (1) Carrier 30 Ton R410A dual circuit condensing unit.
- Furnish and install one (1) custom made dual stage evaporator coil to match the existing.
- Furnish and install ne thermal expansion valves and solenoid valves on the new coil.
- Furnish and install new refrigerant piping from the condensunit unit to the air handler.
- Leak check system and evacuate to Industry Standards.
- Charge system with R-410a refrigerant.
- Provide a crane.
- Furnish and install all necessary electrical connections.
- Furnish and install all control work to existing BAS (by TAC).
- Start and check operation.
- This proposal includes a four (4) year manufacturer warranty.
- This proposal excludes permit fees or bonds.
- This proposal excludes any premium time or overtime. Work is assumed to be performed during normal working hours.
- This proposal excludes any unforeseen conditions.
- This proposal excludes work not described above.
- This proposal excludes the removal and disposal of any hazardous material.

Detailed Scope of Work - 068506.00

Job Order Contract**Proposal Review Summary - CSI**

Date: June 24, 2019
Work Order #: 068506.00
Title: Village of Tinley Park - Village Hall Main Office Area HVAC
Contractor: 11-082 - F. H. Paschen, S. N. Nielsen & Associates LLC
Proposal Value: \$130,833.14
Proposal Name: Village of Tinley Park - Village Hall Main Office Area HVAC Rev 02
Proposal Submitted: 06/24/2019

01 - General Requirements:	\$11,371.85
02 - Site Work:	\$434.03
05 - Metals:	\$328.50
22 - Plumbing:	\$4,378.40
23 - Heating, Ventilating, And Air-Conditioning (HVAC):	\$98,461.58
26 - Electrical:	\$14,404.89
41 - Material Processing And Handling Equipment:	\$1,453.89
Proposal Total	\$130,833.14

This proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

The Percent of NPP on this Proposal: 32.18%

**Job Order Contract
Proposal Review Detail - CSI**

Date: June 24, 2019
Work Order #: 068506.00
Title: Village of Tinley Park - Village Hall Main Office Area HVAC
Contractor: 11-082 - F. H. Paschen, S. N. Nielsen & Associates LLC
Proposal Value: \$130,833.14
Proposal Name: Village of Tinley Park - Village Hall Main Office Area HVAC Rev 02
Proposal Submitted: 06/24/2019

Rec#	CSI Number	Mod.	UOM	Description	Line Total
01 - General Requirements					

1	01 22 16 00-0002		EA	Reimbursable Fees Note: Reimbursable Fees will be paid to the contractor for the actual cost of all permits, without mark-up, for which a receipt or bill is received. The Adjustment Factor applied to Reimbursable Fees will be 1.0000. The labor cost involved in obtaining all permits is in the Adjustment Factor. The base cost of the Reimbursable Fee is \$1.00. The quantity used will adjust the base cost to the actual Reimbursable Fee (e.g. quantity of 125 = \$125.00 Reimbursable Fee). If there are multiple Reimbursable Fees, each one shall be listed separately with a comment in the "note" block to identify the Reimbursable Fees (e.g. sidewalk closure, road cut, various permits, extended warrantee, expedited shipping costs, etc.). A copy of each receipt shall be included with the Proposal.	\$2,500.00
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	Quantity	Unit Price	Factor	Total
Installation	2,500.00 x	1.00 x	1.0000 =	\$2,500.00

Contractors Note: 5 year compressor warranty

2	01 22 23 00-0478		DAY	60 To 65 Ton Lift Hydraulic Crane With Full-Time Operator	\$2,431.70
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	Quantity	Unit Price	Factor	Total
Installation	1.00 x	2,023.38 x	1.2018 =	\$2,431.70

Contractors Note: Crane to hoist and set new unit

3	01 22 23 00-0734		DAY	3 Ton, 4 x 2 Flat Bed Truck With Full-Time Truck Driver	\$2,222.87
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	Quantity	Unit Price	Factor	Total
Installation	2.00 x	924.81 x	1.2018 =	\$2,222.87

Contractors Note: Truck used to haul and dispose of existing equipment. Separate truck utilized to deliver new unit .

Category1:

4	01 22 23 00-0734		DAY	3 Ton, 4 x 2 Flat Bed Truck With Full-Time Truck Driver	\$2,222.87
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	Quantity	Unit Price	Factor	Total
Installation	2.00 x	924.81 x	1.2018 =	\$2,222.87

Contractors Note: Truck used to haul and dispose of existing humidifier and deliver new humidifier.

Category1:

5	01 71 13 00-0008		EA	70 To 100 Ton Lift Move On/Off Cost, Truck Mounted Crane	\$1,994.41
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	Quantity	Unit Price	Factor	Total
Installation	2.00 x	829.76 x	1.2018 =	\$1,994.41

Contractors Note: Crane mobilization & demobilization

Subtotal for 01 - General Requirements: \$11,371.85

02 - Site Work

6	02 41 19 13-0212		IN	1/2" Diameter Drilling In Concrete Per Inch Of Depth	\$324.31
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	Quantity	Unit Price	Factor	Total
Installation	105.00 x	2.57 x	1.2018 =	\$324.31

Contractors Note: Drill into existing concrete to anchor new conduit supports and boxes

Category1: Electrical

Proposal Review Detail - CSI Continued..

Date: June 24, 2019
Work Order #: 068506.00
Title: Village of Tinley Park - Village Hall Main Office Area HVAC

Rec#	CSI Number	Mod.	UOM	Description	Line Total
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02 - Site Work

7	02 41 19 13-0222		IN	1/2" Diameter Drilling In Brick Or Block Per Inch Of Depth	\$109.72			
				Quantity	Unit Price	Factor	Total	
				Installation	55.00 x	1.66 x	1.2018 =	\$109.72

Contractors Note: Drill into existing CMU to anchor new conduit supports and boxes

Category1: Electrical

Subtotal for 02 - Site Work: **\$434.03**

05 - Metals

8	05 05 23 00-0124		EA	3/8" Diameter x 3" Long Wedge Anchor Expansion Bolt	\$186.76			
				Quantity	Unit Price	Factor	Total	
				Installation	15.00 x	10.36 x	1.2018 =	\$186.76

Contractors Note: Anchor Unistrut to wall

Category1:

9	05 43 00 00-0004		LF	1-5/8" Wide x 1-3/8" High, 12 Gauge, Steel Unistrut Channel	\$97.83			
				Quantity	Unit Price	Factor	Total	
				Installation	10.00 x	8.14 x	1.2018 =	\$97.83

Contractors Note: Unistrut used to anchor new humidifier to wall

Category1:

10	05 43 00 00-0015		EA	3/8-16 Lock Nut With Spring For Unistrut Channel	\$43.91			
				Quantity	Unit Price	Factor	Total	
				Installation	6.00 x	6.09 x	1.2018 =	\$43.91

Contractors Note: Unistrut hardware

Category1:

Subtotal for 05 - Metals: **\$328.50**

22 - Plumbing

11	22 07 19 00-0007		LF	1-1/2" Diameter Pipe, 1/2" Thick Fiberglass Insulation	\$3,703.47			
				Quantity	Unit Price	Factor	Total	
				Installation	360.00 x	6.66 x	1.2018 =	\$2,881.44
				Demolition	360.00 x	1.90 x	1.2018 =	\$822.03

Contractors Note: Pipe insulation replacement.

12	22 07 19 00-0007	0048	LF	For Work In Restricted Working Space, Add	\$674.93			
				Quantity	Unit Price	Factor	Total	
				Installation	360.00 x	1.56 x	1.2018 =	\$674.93

Contractors Note:

Subtotal for 22 - Plumbing: **\$4,378.40**

23 - Heating, Ventilating, And Air-Conditioning (HVAC)

13	23 01 20 00-0108		EA	Purge Liquid System, 250-500 LF Of 2" - 4" Diameter Pipe	\$5.19			
				Quantity	Unit Price	Factor	Total	
				Installation	1.00 x	4.32 x	1.2018 =	\$5.19

Excludes Labor

Contractors Note: Purge system prior to new pipe and unit installation. Excludes labor.

Category1:

Proposal Review Detail - CSI Continued..

Date: June 24, 2019
Work Order #: 068506.00
Title: Village of Tinley Park - Village Hall Main Office Area HVAC

Rec#	CSI Number	Mod.	UOM	Description	Line Total
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23 - Heating, Ventilating, And Air-Conditioning (HVAC)					
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14	23 01 60 00-0002		LB	Recovery Of Refrigerant	\$9.91		
<i>Excludes Labor</i>							
				Quantity	Unit Price	Factor	Total
		Installation		165.00 x	0.05 x	1.2018 =	\$9.91

Contractors Note: Recovery of refrigerant prior to demo. Excludes labor.

Category1:

15	23 09 23 00-0006		HR	EMCS System Software Programming And Graphics Programming	\$15,216.88		
<i>Excludes Labor</i>							
				Quantity	Unit Price	Factor	Total
		Installation		63.00 x	200.98 x	1.2018 =	\$15,216.88

Contractors Note: TAC controls for the village hall scope of work

16	23 09 23 00-0009		HR	EMCS On-Site System Diagnostics Field Technician	\$28,921.59		
<i>Excludes Labor</i>							
				Quantity	Unit Price	Factor	Total
		Installation		127.00 x	189.49 x	1.2018 =	\$28,921.59

Contractors Note: Line item is labor costs per Murphy & Miller's cost breakdown for all mechanical work required for the Village Hall Condenser. Line item labor does not include insulator, electrical or crane labor hours.

17	23 23 13 00-0016		EA	1 3/8" Refrigeration Valve, Packed	\$742.14		
<i>Excludes Labor</i>							
				Quantity	Unit Price	Factor	Total
		Installation		4.00 x	133.31 x	1.2018 =	\$640.85
		Demolition		4.00 x	21.07 x	1.2018 =	\$101.29

Contractors Note: Install new valves. Excludes labor.

18	23 23 13 00-0027		EA	1 3/8" Check Valve, Refrigeration	\$1,022.64		
<i>Excludes Labor</i>							
				Quantity	Unit Price	Factor	Total
		Installation		6.00 x	131.74 x	1.2018 =	\$949.95
		Demolition		6.00 x	10.08 x	1.2018 =	\$72.68

Contractors Note: Install new check valves. Excludes labor.

19	23 23 13 00-0039		EA	1 3/8" Solenoid Valve, Refrigeration	\$1,964.13		
<i>Excludes Labor</i>							
				Quantity	Unit Price	Factor	Total
		Installation		8.00 x	194.21 x	1.2018 =	\$1,867.21
		Demolition		8.00 x	10.08 x	1.2018 =	\$96.91

Contractors Note: Install new solenoid valves. Excludes labor.

Category1:

20	23 23 16 00-0084		LF	1-3/8" Outside Diameter ACR Copper Tubing, Annealed	\$3,611.17		
<i>Excludes Labor</i>							
				Quantity	Unit Price	Factor	Total
		Installation		320.00 x	5.45 x	1.2018 =	\$2,095.94
		Demolition		320.00 x	3.94 x	1.2018 =	\$1,515.23

Contractors Note: Copper tubing required for new condensing unit refrigerant line installation. Excludes labor.

21	23 23 16 00-0097		EA	1 3/8" Copper Tee Sweat Straight ACR	\$305.92		
<i>Excludes Labor</i>							
				Quantity	Unit Price	Factor	Total
		Installation		5.00 x	22.87 x	1.2018 =	\$137.43
		Demolition		5.00 x	28.04 x	1.2018 =	\$168.49

Contractors Note: Copper Tee as required for refrigerant line installation. Excludes labor.

22	23 23 16 00-0108		EA	1 3/8" Short Radius 90 Degree Elbow, ACR	\$970.81		
<i>Excludes Labor</i>							
				Quantity	Unit Price	Factor	Total
		Installation		20.00 x	20.68 x	1.2018 =	\$497.06
		Demolition		20.00 x	19.71 x	1.2018 =	\$473.75

Contractors Note: Copper elbows as required for refrigerant line installation. Excludes labor.

Proposal Review Detail - CSI Continued..

Date: June 24, 2019
Work Order #: 068506.00
Title: Village of Tinley Park - Village Hall Main Office Area HVAC

Rec#	CSI Number	Mod.	UOM	Description	Line Total
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23 - Heating, Ventilating, And Air-Conditioning (HVAC)

23	23 23 16 00-0119		EA	1 3/8" Coupling Copper Sweat, ACR	\$646.57		
Excludes Labor							
				Quantity	Unit Price	Factor	Total
				Installation	20.00 x 7.19	x 1.2018 =	\$172.82
				Demolition	20.00 x 19.71	x 1.2018 =	\$473.75
Contractors Note: Copper Couplings as required for refrigerant line installation. Excludes labor.							

24	23 23 23 00-0005		LB	Refrigerant R-410A	\$1,975.04		
Excludes Labor							
				Quantity	Unit Price	Factor	Total
				Installation	165.00 x 9.96	x 1.2018 =	\$1,975.04
Contractors Note: Charge refrigerant system. Excludes labor.							

25	23 62 23 00-0006		EA	30 Ton Water Cooled Condensing Unit With Compressor, Condenser And Motor	\$16.42		
Excludes Labor							
Excludes Material							
				Quantity	Unit Price	Factor	Total
				Installation	1.00 x 13.66	x 1.2018 =	\$16.42
Contractors Note: Install 30 ton condensing unit. Excludes labor							

Category1:

26	23 74 00 00-0003		LS	Carrier 30 Ton Condensing Unit	\$32,550.00		
Excludes Labor							
Excludes Material							
NPP Task							
				Quantity	Unit Price	Factor	Total
				Installation	1.00 x 31,000.00	x 1.0500 =	\$32,550.00
Contractors Note: Line item is for material only for one (1) Carrier 30 Ton Condensing unit							

Category1:

27	23 74 00 00-0004		LS	Carrier 2 Stage Evaporator Coil	\$9,555.00		
Excludes Labor							
Excludes Material							
NPP Task							
				Quantity	Unit Price	Factor	Total
				Installation	1.00 x 9,100.00	x 1.0500 =	\$9,555.00
Contractors Note: Line item is for material only for one (1) Carrier 2 Stage Evaporator Coil							

Category1:

28	23 81 26 00-0081		EA	5 Ton Cooling A/C Evaporator Coil, Downflow	\$2.55		
Excludes Labor							
Excludes Material							
				Quantity	Unit Price	Factor	Total
				Installation	1.00 x 2.12	x 1.2018 =	\$2.55
Contractors Note: Install 2 stage evaporator coil. Excludes labor							

Category1:

29	23 84 13 00-0012		EA	20-168 #/Hour Electric Steam Humidifier, Self-Steam Producing With 12-72" Manifold	\$945.62		
Excludes Labor							
Excludes Material							
				Quantity	Unit Price	Factor	Total
				Installation	1.00 x 473.77	x 1.2018 =	\$569.38
				Demolition	1.00 x 313.07	x 1.2018 =	\$376.25
Contractors Note: Remove and replace existing steam humidifier. Line item excludes material.							

Category1:

Subtotal for 23 - Heating, Ventilating, And Air-Conditioning **\$98,461.58**

26 - Electrical

30	26 01 20 00-0003		EA	Lock Out/Tag Out Breaker Or Motor Starter	\$171.92		
Excludes Labor							
				Quantity	Unit Price	Factor	Total
				Installation	5.00 x 28.61	x 1.2018 =	\$171.92
Contractors Note: Log out tag out circuits							

Category1: Electrical

Proposal Review Detail - CSI Continued..

Date: June 24, 2019
Work Order #: 068506.00
Title: Village of Tinley Park - Village Hall Main Office Area HVAC

Rec#	CSI Number	Mod.	UOM	Description	Line Total
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26 - Electrical					
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31	26 01 20 00-0005		EA	Existing Circuit Tracing Per Device	\$95.66
				Quantity	Unit Price
				Factor	Total
				Installation 5.00 x 15.92 x 1.2018 =	\$95.66

Contractors Note: Trace circuits for lock out tag out

Category1: Electrical

32	26 05 13 00-0185		EA	250 To 500 MCM Cable Termination Without Stress Cone, Medium Voltage To 5 KV	\$3,116.80
				Quantity	Unit Price
				Factor	Total
				Installation 8.00 x 217.18 x 1.2018 =	\$2,088.06
				Demolition 8.00 x 107.00 x 1.2018 =	\$1,028.74

Contractors Note: Terminate existing power cables and termination of power cables within unit.

Category1: Electrical

33	26 05 29 00-0007		LF	1-5/8" Wide x 1-3/8" High, 12 Gauge, Steel Unistrut Channel	\$1,142.19
				Quantity	Unit Price
				Factor	Total
				Installation 55.00 x 13.79 x 1.2018 =	\$911.51
				Demolition 55.00 x 3.49 x 1.2018 =	\$230.69

Contractors Note: Replace Unistrut pipe supports

Category1: Electrical

34	26 05 29 00-0154		EA	3/4", "J" Type Conduit Hanger (Unistrut J1207)	\$243.54
				Quantity	Unit Price
				Factor	Total
				Installation 15.00 x 13.51 x 1.2018 =	\$243.54

Contractors Note: Electrical conduit hangers

Category1: Electrical

35	26 05 29 00-0154	0123	EA	For Work In Restricted Working Space, Add	\$29.02
				Quantity	Unit Price
				Factor	Total
				Installation 15.00 x 1.61 x 1.2018 =	\$29.02

Contractors Note:

Category1: Electrical

36	26 05 33 00-0009		CLF	3/4" EMT With 5 #12 THHN/THWN Assembly Note: Includes conduit, set screw connectors, set screw couplings, straps, wire as indicated. Not for use where detail is available.	\$1,843.21
				Quantity	Unit Price
				Factor	Total
				Installation 1.50 x 718.17 x 1.2018 =	\$1,294.65
				Demolition 1.50 x 304.30 x 1.2018 =	\$548.56

Contractors Note: conduit / wire replacement for new humidifier.

Category1: Electrical

37	26 05 33 00-0009		CLF	3/4" EMT With 5 #12 THHN/THWN Assembly Note: Includes conduit, set screw connectors, set screw couplings, straps, wire as indicated. Not for use where detail is available.	\$3,686.41
				Quantity	Unit Price
				Factor	Total
				Installation 3.00 x 718.17 x 1.2018 =	\$2,589.29
				Demolition 3.00 x 304.30 x 1.2018 =	\$1,097.12

Contractors Note: Furnish and install conduit and wire for air handling unit, condensing unit and water circulation.

Category1: Electrical

Proposal Review Detail - CSI Continued..

Date: June 24, 2019
Work Order #: 068506.00
Title: Village of Tinley Park - Village Hall Main Office Area HVAC

Rec#	CSI Number	Mod.	UOM	Description	Line Total
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26 - Electrical					
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38	26 05 33 00-0174		EA	#1542D Junction Box	\$86.43			
				Quantity	Unit Price	Factor	Total	
				Installation	4.00 x	17.98 x	1.2018 =	\$86.43

Contractors Note: Install new junction boxes

Category1: Electrical

39	26 05 33 00-0712		LF	3/4" EMT Conduit, Mounted Exposed On Flat Wall	\$721.08			
				Quantity	Unit Price	Factor	Total	
				Installation	120.00 x	3.89 x	1.2018 =	\$561.00
				Demolition	120.00 x	1.11 x	1.2018 =	\$160.08

Contractors Note: Conduit for controls contractor.

Category1: Electrical

40	26 05 33 00-0712	0037	LF	For Work In Restricted Working Space, Add	\$151.43			
				Quantity	Unit Price	Factor	Total	
				Installation	120.00 x	1.05 x	1.2018 =	\$151.43

Contractors Note:

Category1: Electrical

41	26 05 33 00-0745		EA	3/4" EMT Compression Coupling	\$31.25			
				Quantity	Unit Price	Factor	Total	
				Installation	5.00 x	5.20 x	1.2018 =	\$31.25

Contractors Note: Conduit fittings

Category1: Electrical

42	26 05 33 00-0745	0037	EA	For Work In Restricted Working Space, Add	\$8.77			
				Quantity	Unit Price	Factor	Total	
				Installation	5.00 x	1.46 x	1.2018 =	\$8.77

Contractors Note:

Category1: Electrical

43	26 05 33 00-0778		EA	3/4" EMT Box Connector, Compression	\$36.47			
				Quantity	Unit Price	Factor	Total	
				Installation	5.00 x	6.07 x	1.2018 =	\$36.47

Contractors Note: Conduit fittings

Category1: Electrical

44	26 05 33 00-0778	0037	EA	For Work In Restricted Working Space, Add	\$8.77			
				Quantity	Unit Price	Factor	Total	
				Installation	5.00 x	1.46 x	1.2018 =	\$8.77

Contractors Note:

Category1: Electrical

45	26 05 33 00-2018		LF	3/4" Liquid Tight Flex Conduit	\$107.20			
				Quantity	Unit Price	Factor	Total	
				Installation	20.00 x	3.35 x	1.2018 =	\$80.52
				Demolition	20.00 x	1.11 x	1.2018 =	\$26.68

Contractors Note: Remove and replace flex conduit

Category1: Electrical

46	26 05 33 00-2018	0058	LF	For Work In Restricted Working Space, Add	\$20.19			
				Quantity	Unit Price	Factor	Total	
				Installation	20.00 x	0.84 x	1.2018 =	\$20.19

Contractors Note:

Category1: Electrical

Proposal Review Detail - CSI Continued..

Date: June 24, 2019
Work Order #: 068506.00
Title: Village of Tinley Park - Village Hall Main Office Area HVAC

Rec#	CSI Number	Mod.	UOM	Description	Line Total
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26 - Electrical					
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47	26 27 26 00-0020		EA	20 A, Duplex Receptacle, 120/277 V	\$70.02
				Quantity	Unit Price
				Factor	Total
				Installation 2.00 x 21.49 x 1.2018 =	\$51.65
				Demolition 2.00 x 7.64 x 1.2018 =	\$18.36
			Contractors Note: Duplex receptacles		

Category1: Electrical

48	26 28 16 00-0228		EA	100 A Non-Fused, NEMA 3R, Heavy Duty Disconnect Switch, 240 V, 3 Phase	\$675.53
				Quantity	Unit Price
				Factor	Total
				Installation 1.00 x 374.64 x 1.2018 =	\$450.24
				Demolition 1.00 x 187.31 x 1.2018 =	\$225.11
			Contractors Note: Remove, salvage and reinstall existing disconnect / safety switch located above the humidifier.		

Excludes Material

Category1:

49	26 28 16 00-0229		EA	200 A Non-Fused, NEMA 3R, Heavy Duty Disconnect Switch, 240 V, 3 Phase	\$1,758.56
				Quantity	Unit Price
				Factor	Total
				Installation 1.00 x 1,159.93 x 1.2018 =	\$1,394.00
				Demolition 1.00 x 303.34 x 1.2018 =	\$364.55
			Contractors Note: Disconnect switch for condensing unit		

Category1: Electrical

50	26 29 13 00-0010		EA	Manual Starter, Size 1, NEMA 1, 480 V, 3 Phase Manual Motor Starter, Toggle Switch Without Pilot Light	\$400.62
				Quantity	Unit Price
				Factor	Total
				Installation 1.00 x 256.92 x 1.2018 =	\$308.77
				Demolition 1.00 x 76.43 x 1.2018 =	\$91.85
			Contractors Note: Replace humidifier starter.		

Category1:

Subtotal for 26 - Electrical: \$14,404.89

41 - Material Processing And Handling Equipment					
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51	41 01 20 00-0003		HR	Hoist Or Crane Servicing, Labor Only	\$1,453.89
				Quantity	Unit Price
				Factor	Total
				Installation 16.00 x 75.61 x 1.2018 =	\$1,453.89
			Contractors Note: Certified signaler and rigger for crane lift.		

Subtotal for 41 - Material Processing And Handling Equip \$1,453.89

Proposal Total \$130,833.14

This proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

The Percent of NPP on this Proposal: 32.18%



Interoffice

Memo

Date: July 12, 2019

To: John Urbanski, Assistant Public Works Director

From: Joe Fitzpatrick, Water Superintendent

Subject: Post 7 Forced Main Improvements

Presented for July 16, 2019 PW Board discussion and action.

Description: This project consists of cured-in-place pipe (CIPP) lining of the 14" forced main beginning at Post 7 Lift Station (164th Street on Harlem Avenue) ending on 167th Street east of Jean Lane. The forced main will be cleaned and televised beginning east of Jean Lane on 167th Street and ending at Normandy Drive and 167th Street.

Background: The Village has had multiple breaks in the forced main between Post 7 Lift Station (164th and Harlem Ave) and 167th Street. After televising this stretch of pipe, the condition of the sewer has been determined to be lineable. Lining of the forced main will significantly decrease the likelihood of having more breaks in the pipe.

The Village has had two (2) emergency repairs of the forced sewer main located in the area of 167th Street and Normandy Dr. The pipe failed to the point of replacement for approximately 100 feet, and a cost of \$135,345.49. The sewer failure caused a large void under the road, fortunately the road did not collapse. There was another break in the forced main under 167th Street west of Oak Park Avenue following these two emergency repairs. Cleaning and televising the sewer under 167th Street from east of Jean Lane to Normandy Drive, will determine the condition of the pipe. Knowing the pipe condition will assist the Village with future planning to avoid costly emergency repairs under 167th Street.

<u>Contractor:</u>	<u>Location</u>	<u>Bid</u>
Visu-Sewer	Bridgeview, IL	\$1,061,770.00
Michels Corporation	Bedford Park, IL	\$1,175,238.00
Insituform Technologies	Orland Park, IL	\$2,113,600.00

Budget/ Finance: Funding in the amount of \$1,267,402.00 is available from the approved FY2020 Budget.

Staff Direction Request: Approve awarding the contract to perform improvements of the forced sanitary sewer main from Post 7 (164th Street on Harlem Avenue) to Normandy Drive and 167th Street to Visu-Sewer in the amount not to exceed \$1,061,770.00.

Attachments:

- 1) Bid Tab

- 2) Engineer's Estimate
- 3) Engineer's Letter or Recommendation
- 4) Professional Service Agreement
- 5) Map of Project Area

**CHRISTOPHER B. BURKE ENGINEERING, LTD.**

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

June 4, 2019

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

Attention: Colby Zemaitis, PE – Village Engineer

Subject: Post 7 Force Main Lining
Bid Results
 (CBBEL Project No. 160373.00002)

Dear Mr. Zemaitis:

On Friday, March 1st, 2019 at 10:00 a.m. bids were received and opened for the Post 7 Force Main Lining Project. The project consists of cured-in-place pipe (CIPP) lining on the existing 14-inch sanitary force main running from the Post 7 Lift Station on Harlem Avenue to the intersection of 167th Street and Normandy Drive. Four bids were received for this project but only three bids were opened. One bid from Hoerr Construction was identified by the Village Attorney as non-compliant and was not opened. The results of the three opened bids have been reviewed and tabulated below.

CONTRACTOR	BASE BID	ALTERNATE 1	ALTERNATE 2	ALTERNATE 3	ALTERNATE 4	ALTERNATE 5
Visu-Sewer	\$ 222,210.00	\$ 197,910.00	\$ 186,150.00	\$ 253,450.00	\$ 202,050.00	\$ 677,350.00
Michels Corporation	\$ 199,467.00	\$ 182,765.00	\$ 147,900.00	\$ 275,562.50	\$ 369,543.00	\$ 865,120.00
Insituform Technologies	\$ 494,045.00	\$ 224,430.00	\$ 189,480.00	\$ 313,095.00	\$ 892,550.00	\$ 935,424.00
Engineer's Estimate	\$ 201,850.00	\$ 217,250.00	\$ 224,750.00	\$ 323,100.00	\$ 222,250.00	\$1,198,750.00

The Village has indicated that it would like to award the Base Bid and Alternates 1, 2, 3 and 4 to the lowest responsible bidder. The Base Bid and Alternates 1, 2 and 3 consist of lining the portion of the existing 14-inch force main from the Post 7 Lift Station to the 90-degree bend located approximately at 167th Street and Sayre Avenue. Alternate 4 consists of cleaning and televising the portion of the existing 14-inch force main starting from the 90-degree bend and continuing east along 167th Street to Normandy Drive.

The low bidder for the combination of the Base Bid and Alternates 1, 2, 3 and 4 is Visu-Sewer, Inc. with a bid amount of \$1,061,770.00. We have reviewed Visu-Sewer's bid document and find it to be

in order. Visu-Sewer has worked with our other municipal clients successfully completing jobs of similar size and scope.

Therefore, we recommend awarding the Post 7 Force Main Lining Project to Visu-Sewer, Inc. in the amount of \$1,061,770.00.

The bid tabulation has been enclosed for your reference. If you have any questions, please do not hesitate to contact me.

Sincerely,



Andrew Pufundt, PE
Project Manager

Enclosure as Noted

cc: John Urbanski – Tinley Park Public Works (w/encl.)
Joe Fitzpatrick – Tinley Park Public Works (w/encl.)

Christopher B. Burke Engineering, Ltd.
 9575 West Higgins Road, Suite 600
 Rosemont, Illinois 60018

VILLAGE OF TINLEY PARK
 RIDGELAND AVENUE SANITARY SEWER LINING
 (CBBEL PROJECT NO. 160373.00002)

BID SUMMARY
 BID OPENING DATE: MARCH 1, 2019

	BIDDER	BASE BID	ALTERNATE 1	ALTERNATE 2	ALTERNATE 3	ALTERNATE 4	ALTERNATE 5
1	ENGINEER'S ESTIMATE	\$ 201,850.00	\$ 217,250.00	\$ 224,750.00	\$ 323,100.00	\$ 222,250.00	\$ 1,198,750.00
2	MICHELS CORPORATION	\$ 199,467.00	\$ 182,765.00	\$ 147,900.00	\$ 275,562.50	\$ 369,543.00	\$ 865,120.00
3	VISU-SEWER	\$ 222,210.00	\$ 197,910.00	\$ 186,150.00	\$ 253,450.00	\$ 202,050.00	\$ 677,350.00
4	INSITUFORM TECHNOLOGIES	\$ 494,045.00	\$ 224,430.00	\$ 189,480.00	\$ 313,095.00	\$ 892,550.00	\$ 935,424.00

Christopher B. Burke Engineering, Ltd.
 9575 West Higgins Road, Suite 600
 Rosemont, Illinois 60018

VILLAGE OF TINLEY PARK
 POST 7 FORCE MAIN LINING
 (CBBEL JOB 160373.00002)

BID TABULATION
 BID OPENING DATE: MARCH 1, 2019

BASE BID

ITEM NO.	ITEM	UNIT	QUANTITY	ENGINEER'S ESTIMATE		MICHELS CORPORATION		VISU-SEWER		INSITUFORM TECHNOLOGIES	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	TEMPORARY FENCE	FOOT	100	\$ 10.00	\$ 1,000.00	\$ 7.00	\$ 700.00	\$ 7.00	\$ 700.00	\$ 2.20	\$ 220.00
2	EXPLORATION TRENCH, SPECIAL	FOOT	50	\$ 75.00	\$ 3,750.00	\$ 92.00	\$ 4,600.00	\$ 102.00	\$ 5,100.00	\$ 11.20	\$ 560.00
3	CURED-IN-PLACE FORCE MAIN LINING, 14"	FOOT	450	\$ 250.00	\$ 112,500.00	\$ 175.00	\$ 78,750.00	\$ 174.00	\$ 78,300.00	\$ 350.00	\$ 157,500.00
6	ACCESS PITS	LSUM	1	\$ 40,000.00	\$ 40,000.00	\$ 65,252.00	\$ 65,252.00	\$ 100,000.00	\$ 100,000.00	\$ 90,250.00	\$ 90,250.00
7	CLASS D PATCHES, 6 INCH	SQ YD	30	\$ 70.00	\$ 2,100.00	\$ 110.50	\$ 3,315.00	\$ 122.00	\$ 3,660.00	\$ 195.50	\$ 5,865.00
9	TRAFFIC CONTROL AND PROTECTION	L SUM	1	\$ 10,000.00	\$ 10,000.00	\$ 6,550.00	\$ 6,550.00	\$ 12,500.00	\$ 12,500.00	\$ 2,400.00	\$ 2,400.00
10	AS-BUILT DRAWINGS	L SUM	1	\$ 2,500.00	\$ 2,500.00	\$ 4,550.00	\$ 4,550.00	\$ 1,950.00	\$ 1,950.00	\$ 2,250.00	\$ 2,250.00
11	ITEMS AS ORDERED BY THE ENGINEER	UNIT	15000	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00
12	BYPASS PUMPING	LSUM	1	\$ 15,000.00	\$ 15,000.00	\$ 20,750.00	\$ 20,750.00	\$ 5,000.00	\$ 5,000.00	\$ 220,000.00	\$ 220,000.00
				TOTAL =	\$ 201,850.00	TOTAL =	\$ 199,467.00	TOTAL =	\$ 222,210.00	TOTAL =	\$ 494,045.00

ALTERNATE 1

ITEM NO.	ITEM	UNIT	QUANTITY	ENGINEER'S ESTIMATE		MICHELS CORPORATION		VISU-SEWER		INSITUFORM TECHNOLOGIES	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	TEMPORARY FENCE	FOOT	100	\$ 10.00	\$ 1,000.00	\$ 7.00	\$ 700.00	\$ 7.00	\$ 700.00	\$ 2.20	\$ 220.00
2	EXPLORATION TRENCH, SPECIAL	FOOT	50	\$ 75.00	\$ 3,750.00	\$ 92.00	\$ 4,600.00	\$ 102.00	\$ 5,100.00	\$ 11.20	\$ 560.00
3	CURED-IN-PLACE FORCE MAIN LINING, 14"	FOOT	480	\$ 250.00	\$ 120,000.00	\$ 152.00	\$ 72,960.00	\$ 142.00	\$ 68,160.00	\$ 230.00	\$ 110,400.00
6	ACCESS PITS	LSUM	1	\$ 40,000.00	\$ 40,000.00	\$ 49,500.00	\$ 49,500.00	\$ 75,000.00	\$ 75,000.00	\$ 38,250.00	\$ 38,250.00
9	TRAFFIC CONTROL AND PROTECTION	L SUM	1	\$ 10,000.00	\$ 10,000.00	\$ 6,255.00	\$ 6,255.00	\$ 12,500.00	\$ 12,500.00	\$ 8,250.00	\$ 8,250.00
10	AS-BUILT DRAWINGS	L SUM	1	\$ 2,500.00	\$ 2,500.00	\$ 4,550.00	\$ 4,550.00	\$ 1,950.00	\$ 1,950.00	\$ 2,250.00	\$ 2,250.00
11	ITEMS AS ORDERED BY THE ENGINEER	UNIT	15000	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00
12	BYPASS PUMPING	LSUM	1	\$ 15,000.00	\$ 15,000.00	\$ 20,750.00	\$ 20,750.00	\$ 10,000.00	\$ 10,000.00	\$ 35,000.00	\$ 35,000.00
13	ACCESS VAULT, 6'-DIAMETER	EACH	1	\$ 10,000.00	\$ 10,000.00	\$ 8,450.00	\$ 8,450.00	\$ 9,500.00	\$ 9,500.00	\$ 14,500.00	\$ 14,500.00
				TOTAL =	\$ 217,250.00	TOTAL =	\$ 182,765.00	TOTAL =	\$ 197,910.00	TOTAL =	\$ 224,430.00

ALTERNATE 2

ITEM NO.	ITEM	UNIT	QUANTITY	ENGINEER'S ESTIMATE		MICHELS CORPORATION		VISU-SEWER		INSITUFORM TECHNOLOGIES	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	TEMPORARY FENCE	FOOT	100	\$ 10.00	\$ 1,000.00	\$ 7.00	\$ 700.00	\$ 7.00	\$ 700.00	\$ 2.20	\$ 220.00
2	EXPLORATION TRENCH, SPECIAL	FOOT	50	\$ 75.00	\$ 3,750.00	\$ 92.00	\$ 4,600.00	\$ 102.00	\$ 5,100.00	\$ 11.20	\$ 560.00
3	CURED-IN-PLACE FORCE MAIN LINING, 14"	FOOT	550	\$ 250.00	\$ 137,500.00	\$ 145.00	\$ 79,750.00	\$ 138.00	\$ 75,900.00	\$ 202.00	\$ 111,100.00
6	ACCESS PITS	LSUM	1	\$ 40,000.00	\$ 40,000.00	\$ 23,275.00	\$ 23,275.00	\$ 75,000.00	\$ 75,000.00	\$ 26,000.00	\$ 26,000.00
9	TRAFFIC CONTROL AND PROTECTION	L SUM	1	\$ 10,000.00	\$ 10,000.00	\$ 2,050.00	\$ 2,050.00	\$ 2,500.00	\$ 2,500.00	\$ 2,350.00	\$ 2,350.00
10	AS-BUILT DRAWINGS	L SUM	1	\$ 2,500.00	\$ 2,500.00	\$ 1,775.00	\$ 1,775.00	\$ 1,950.00	\$ 1,950.00	\$ 2,250.00	\$ 2,250.00
11	ITEMS AS ORDERED BY THE ENGINEER	UNIT	15000	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00
12	BYPASS PUMPING	LSUM	1	\$ 15,000.00	\$ 15,000.00	\$ 20,750.00	\$ 20,750.00	\$ 10,000.00	\$ 10,000.00	\$ 32,000.00	\$ 32,000.00
				TOTAL =	\$ 224,750.00	TOTAL =	\$ 147,900.00	TOTAL =	\$ 186,150.00	TOTAL =	\$ 189,480.00

Christopher B. Burke Engineering, Ltd.
 9575 West Higgins Road, Suite 600
 Rosemont, Illinois 60018

VILLAGE OF TINLEY PARK
 POST 7 FORCE MAIN LINING
 (CBBEL JOB 160373.00002)

BID TABULATION
 BID OPENING DATE: MARCH 1, 2019

ALTERNATE 3

ITEM NO.	ITEM	UNIT	QUANTITY	ENGINEER'S ESTIMATE		MICHELS CORPORATION		VISU-SEWER		INSITUFORM TECHNOLOGIES	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	TEMPORARY FENCE	FOOT	150	\$ 10.00	\$ 1,500.00	\$ 7.00	\$ 1,050.00	\$ 7.00	\$ 1,050.00	\$ 2.20	\$ 330.00
2	EXPLORATION TRENCH, SPECIAL	FOOT	50	\$ 75.00	\$ 3,750.00	\$ 92.00	\$ 4,600.00	\$ 102.00	\$ 5,100.00	\$ 11.20	\$ 560.00
3	CURED-IN-PLACE FORCE MAIN LINING, 14"	FOOT	775	\$ 250.00	\$ 193,750.00	\$ 152.50	\$ 118,187.50	\$ 158.00	\$ 122,450.00	\$ 241.00	\$ 186,775.00
6	ACCESS PITS	LSUM	1	\$ 60,000.00	\$ 60,000.00	\$ 83,870.00	\$ 83,870.00	\$ 67,000.00	\$ 67,000.00	\$ 40,000.00	\$ 40,000.00
7	CLASS D PATCHES, 6 INCH	SQ YD	30	\$ 70.00	\$ 2,100.00	\$ 110.50	\$ 3,315.00	\$ 125.00	\$ 3,750.00	\$ 196.00	\$ 5,880.00
8	CLASS B PATCHES, 10 INCH	SQ YD	30	\$ 150.00	\$ 4,500.00	\$ 198.00	\$ 5,940.00	\$ 220.00	\$ 6,600.00	\$ 235.00	\$ 7,050.00
9	TRAFFIC CONTROL AND PROTECTION	L SUM	1	\$ 10,000.00	\$ 10,000.00	\$ 6,525.00	\$ 6,525.00	\$ 5,000.00	\$ 5,000.00	\$ 2,500.00	\$ 2,500.00
10	AS-BUILT DRAWINGS	L SUM	1	\$ 2,500.00	\$ 2,500.00	\$ 1,775.00	\$ 1,775.00	\$ 1,950.00	\$ 1,950.00	\$ 3,500.00	\$ 3,500.00
11	ITEMS AS ORDERED BY THE ENGINEER	UNIT	20000	\$ 1.00	\$ 20,000.00	\$ 1.00	\$ 20,000.00	\$ 1.00	\$ 20,000.00	\$ 1.00	\$ 20,000.00
12	BYPASS PUMPING	LSUM	1	\$ 15,000.00	\$ 15,000.00	\$ 20,750.00	\$ 20,750.00	\$ 10,000.00	\$ 10,000.00	\$ 30,750.00	\$ 30,750.00
13	ACCESS VAULT, 6'-DIAMETER	EACH	1	\$ 10,000.00	\$ 10,000.00	\$ 9,550.00	\$ 9,550.00	\$ 10,550.00	\$ 10,550.00	\$ 15,750.00	\$ 15,750.00
TOTAL =				\$ 323,100.00		TOTAL =	\$ 275,562.50	TOTAL =	\$ 253,450.00	TOTAL =	\$ 313,095.00

ALTERNATE 4

ITEM NO.	ITEM	UNIT	QUANTITY	ENGINEER'S ESTIMATE		MICHELS CORPORATION		VISU-SEWER		INSITUFORM TECHNOLOGIES	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	TEMPORARY FENCE	FOOT	200	\$ 10.00	\$ 2,000.00	\$ 7.00	\$ 1,400.00	\$ 7.00	\$ 1,400.00	\$ 10.00	\$ 2,000.00
2	EXPLORATION TRENCH, SPECIAL	FOOT	150	\$ 75.00	\$ 11,250.00	\$ 158.00	\$ 23,700.00	\$ 102.00	\$ 15,300.00	\$ 12.00	\$ 1,800.00
4	SEWER CLEANING (STANDARD GRADE) AND TELEVISIONING, 14"	FOOT	3500	\$ 5.00	\$ 17,500.00	\$ 6.60	\$ 23,100.00	\$ 10.00	\$ 35,000.00	\$ 20.00	\$ 70,000.00
5	SEWER CLEANING (HEAVY GRADE), 14"	FOOT	1000	\$ 6.00	\$ 6,000.00	\$ 11.75	\$ 11,750.00	\$ 12.00	\$ 12,000.00	\$ 19.00	\$ 19,000.00
6	ACCESS PITS	LSUM	1	\$ 80,000.00	\$ 80,000.00	\$ 160,388.00	\$ 160,388.00	\$ 72,500.00	\$ 72,500.00	\$ 220,000.00	\$ 220,000.00
8	CLASS B PATCHES, 10 INCH	SQ YD	120	\$ 150.00	\$ 18,000.00	\$ 198.00	\$ 23,760.00	\$ 220.00	\$ 26,400.00	\$ 200.00	\$ 24,000.00
9	TRAFFIC CONTROL AND PROTECTION	L SUM	1	\$ 10,000.00	\$ 10,000.00	\$ 37,700.00	\$ 37,700.00	\$ 2,500.00	\$ 2,500.00	\$ 8,500.00	\$ 8,500.00
10	AS-BUILT DRAWINGS	L SUM	1	\$ 2,500.00	\$ 2,500.00	\$ 1,775.00	\$ 1,775.00	\$ 1,950.00	\$ 1,950.00	\$ 2,250.00	\$ 2,250.00
11	ITEMS AS ORDERED BY THE ENGINEER	UNIT	25000	\$ 1.00	\$ 25,000.00	\$ 1.00	\$ 25,000.00	\$ 1.00	\$ 25,000.00	\$ 1.00	\$ 25,000.00
12	BYPASS PUMPING	LSUM	1	\$ 50,000.00	\$ 50,000.00	\$ 60,970.00	\$ 60,970.00	\$ 10,000.00	\$ 10,000.00	\$ 520,000.00	\$ 520,000.00
TOTAL =				\$ 222,250.00		TOTAL =	\$ 369,543.00	TOTAL =	\$ 202,050.00	TOTAL =	\$ 892,550.00

ALTERNATE 5

ITEM NO.	ITEM	UNIT	QUANTITY	ENGINEER'S ESTIMATE		MICHELS CORPORATION		VISU-SEWER		INSITUFORM TECHNOLOGIES	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	TEMPORARY FENCE	FOOT	400	\$ 10.00	\$ 4,000.00	\$ 7.00	\$ 2,800.00	\$ 7.00	\$ 2,800.00	\$ 4.50	\$ 1,800.00
2	EXPLORATION TRENCH, SPECIAL	FOOT	150	\$ 75.00	\$ 11,250.00	\$ 92.00	\$ 13,800.00	\$ 102.00	\$ 15,300.00	\$ 11.20	\$ 1,680.00
3	CURED-IN-PLACE FORCE MAIN LINING, 14"	FOOT	3500	\$ 250.00	\$ 875,000.00	\$ 127.00	\$ 444,500.00	\$ 112.00	\$ 392,000.00	\$ 209.60	\$ 733,600.00
6	ACCESS PITS	LSUM	1	\$ 160,000.00	\$ 160,000.00	\$ 204,022.00	\$ 204,022.00	\$ 110,000.00	\$ 110,000.00	\$ 10,500.00	\$ 10,500.00
8	CLASS B PATCHES, 10 INCH	SQ YD	240	\$ 150.00	\$ 36,000.00	\$ 198.00	\$ 47,520.00	\$ 220.00	\$ 52,800.00	\$ 5.60	\$ 1,344.00
9	TRAFFIC CONTROL AND PROTECTION	L SUM	1	\$ 10,000.00	\$ 10,000.00	\$ 39,735.00	\$ 39,735.00	\$ 2,500.00	\$ 2,500.00	\$ 9,250.00	\$ 9,250.00
10	AS-BUILT DRAWINGS	L SUM	1	\$ 2,500.00	\$ 2,500.00	\$ 1,775.00	\$ 1,775.00	\$ 1,950.00	\$ 1,950.00	\$ 2,250.00	\$ 2,250.00
11	ITEMS AS ORDERED BY THE ENGINEER	UNIT	50000	\$ 1.00	\$ 50,000.00	\$ 1.00	\$ 50,000.00	\$ 1.00	\$ 50,000.00	\$ 1.00	\$ 50,000.00
12	BYPASS PUMPING	LSUM	1	\$ 50,000.00	\$ 50,000.00	\$ 60,968.00	\$ 60,968.00	\$ 50,000.00	\$ 50,000.00	\$ 125,000.00	\$ 125,000.00
TOTAL =				\$ 1,198,750.00		TOTAL =	\$ 865,120.00	TOTAL =	\$ 677,350.00	TOTAL =	\$ 935,424.00

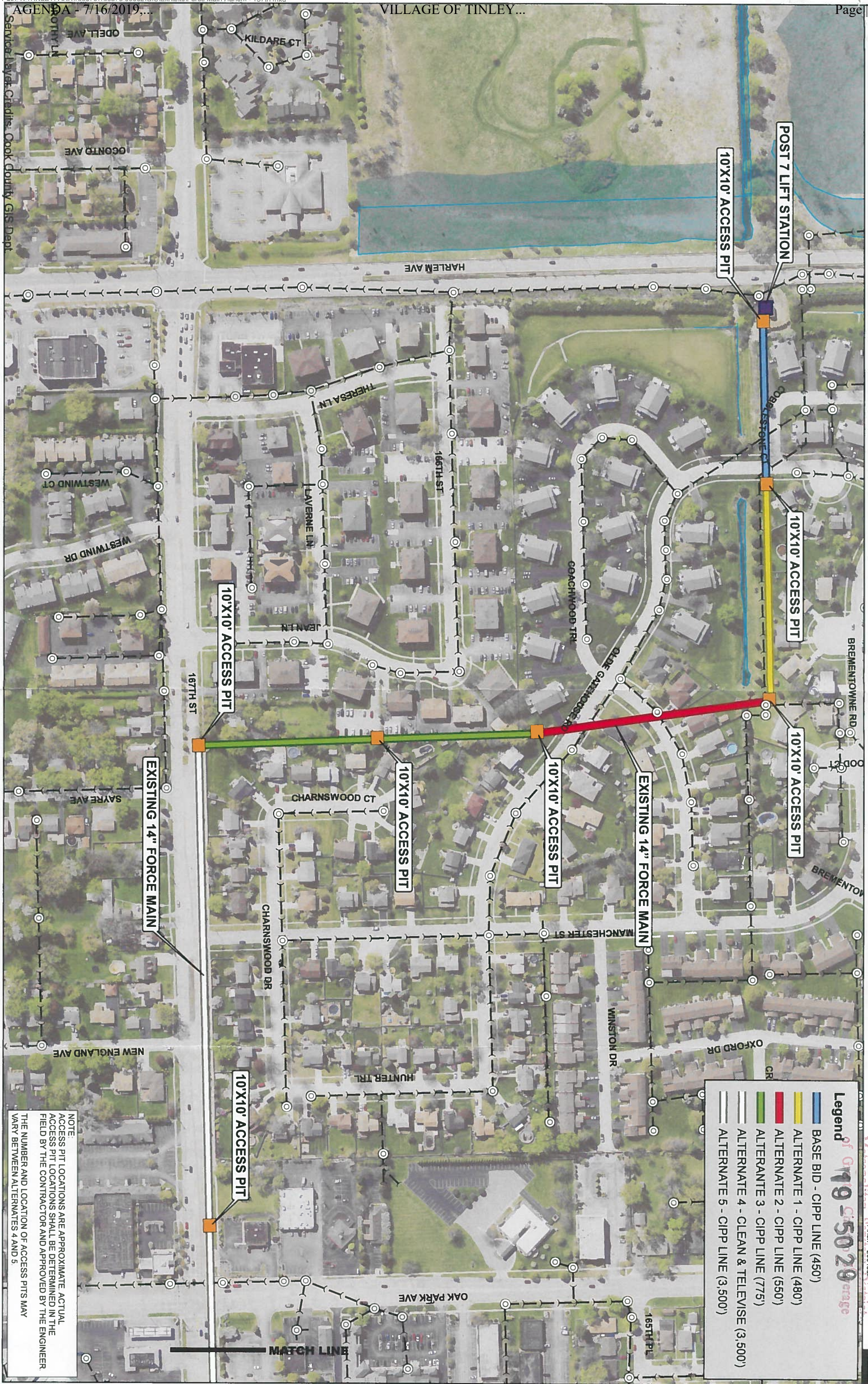
 = DENOTES DISCREPANCY IN BID CORRECTED BY CBBEL

POST 7 FORCE MAIN LINING - SHEET 1

APPROVED

4/19/19

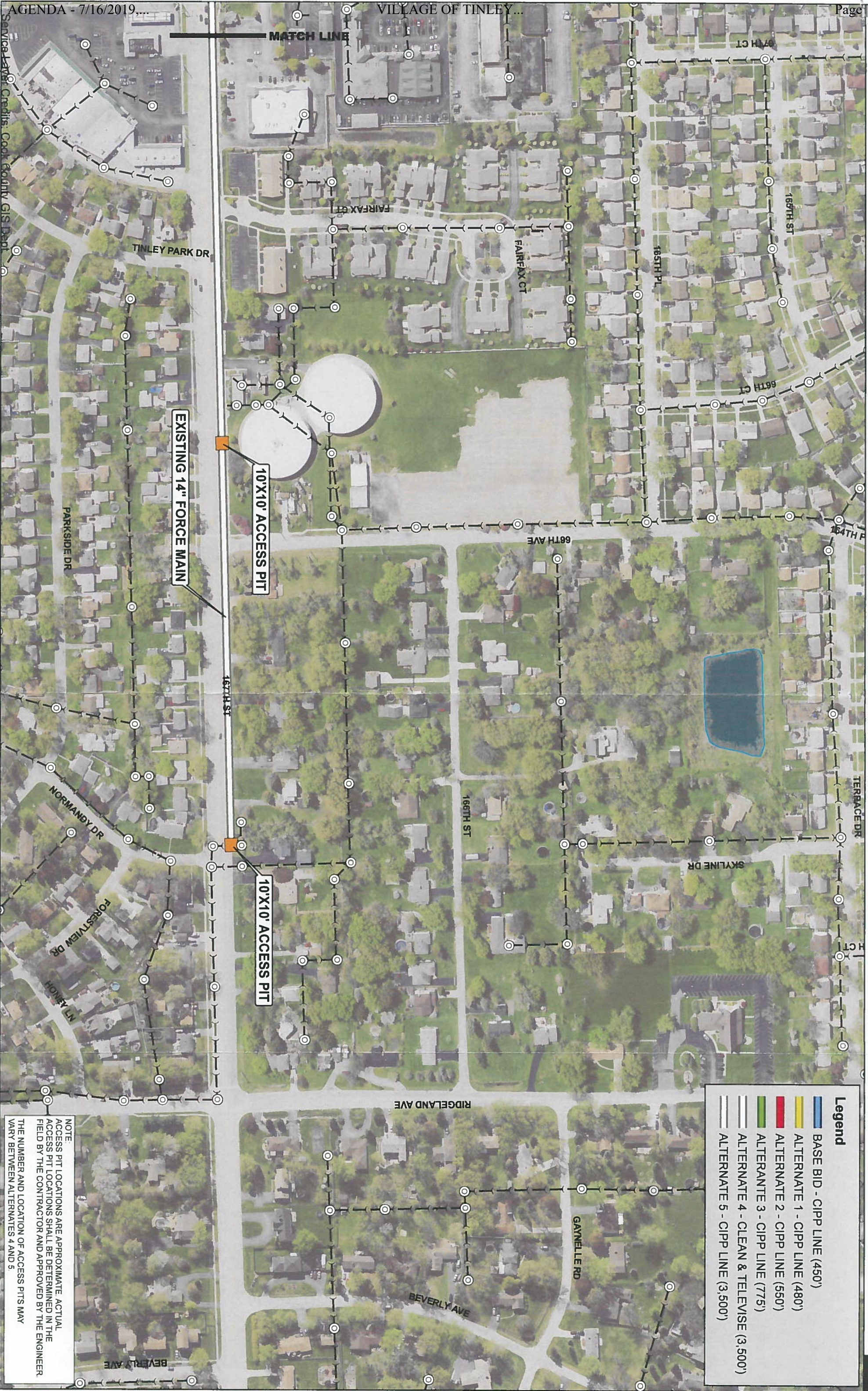
True copy of plans file with
1 inch = 200 feet



Legend

	BASE BID - CIPP LINE (450')
	ALTERNATE 1 - CIPP LINE (480')
	ALTERNATE 2 - CIPP LINE (550')
	ALTERNATE 3 - CIPP LINE (775')
	ALTERNATE 4 - CLEAN & TELEWISE (3,500')
	ALTERNATE 5 - CIPP LINE (3,500')

NOTE
 ACCESS PIT LOCATIONS ARE APPROXIMATE. ACTUAL ACCESS PIT LOCATIONS SHALL BE DETERMINED IN THE FIELD BY THE CONTRACTOR AND APPROVED BY THE ENGINEER.
 THE NUMBER AND LOCATION OF ACCESS PITS MAY VARY BETWEEN ALTERNATES 4 AND 5.



NOTE:
 ACCESS PIT LOCATIONS ARE APPROXIMATE. ACTUAL ACCESS PIT LOCATIONS SHALL BE DETERMINED IN THE FIELD BY THE CONTRACTOR AND APPROVED BY THE ENGINEER. THE NUMBER AND LOCATION OF ACCESS PITS MAY VARY BETWEEN ALTERNATES 4 AND 5.

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

RESOLUTION
NO. 2019-R-075

**A RESOLUTION APPROVING A CONTRACT FOR POST 7 FORCED MAIN SEWER LINING
WITH VISU-SEWER**

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

RESOLUTION NO. 2019-R-075**A RESOLUTION APPROVING A CONTRACT FOR POST 7 FORCED MAIN SEWER LINING WITH VISU-SEWER**

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

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into a Job Order Contract with F.H. PASCHEM, a true and correct copy of such Contract being attached hereto and made a part hereof as **EXHIBIT 1**; and

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

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

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

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

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

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

ADOPTED this 16TH day of July, 2019, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 16th day of July, 2019, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

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-0745, “**A RESOLUTION APPROVING A CONTRACT FOR POST 7 FORCED MAIN SEWER LINING WITH VISU-SEWER.**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on July 16, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 16th day of July, 2019.

 KRISTIN A. THIRION, VILLAGE CLERK

VILLAGE OF TINLEY PARK**SERVICE CONTRACT**

This contract is by and between the **Village of Tinley Park**, an Illinois home-rule municipal corporation (the "Village"), and Visu-Sewer (the "Contractor"), for the project or work described in Exhibit A, attached hereto and made a part hereof.

1. In consideration of the compensation stated in paragraph 2, the Contractor shall provide all the services described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference. The express terms of this Contract shall take precedence and control over any term or provision of the Scope of Services (Exhibit A) that in any way conflicts with, differs from, or attempts to alter the terms of this Contract.
2. Except in the event of a duly authorized change order approved by the Village as provided in this Contract, and in consideration of the Contractor's final completion of all work in conformity with this Contract, the Village shall pay the Contractor an amount not to exceed **One Million Sixty One Thousand Seven Hundred Seventy and 00/100 Dollars (\$1,061,770.00)**. Within **seven (7)** calendar days of completion of the work, the Contractor shall submit his application for payment to the Village, and the Village shall pay Contractor for the work performed no later than **thirty (30)** calendar days from the date of the Village's receipt and the Village's approval of the work and the application for payment. No payment shall be made by the Village until the Contractor has submitted to the Village (i) a Contractor's Affidavit listing all subcontractors and material suppliers utilized on the project and (ii) final waivers of lien from the Contractor, all subcontractors and all material suppliers.
3. No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the Village. The Contractor shall not execute change orders on behalf of the Village or otherwise alter the financial scope of the Project.
4. Written change orders may be approved by the Village Manager or his designee provided that the change order does not increase the amount set forth in paragraph 2 of this Contract to more than \$10,000.00. Changes in excess of this amount must be approved by the Village Board prior to commencement of the services or work. **Any request by the Contractor for an increase in the Scope of Services and an increase in the amount listed in paragraph 2 of this Contract shall be made and approved by the Village prior to the Contractor providing such services or the right to payment for such additional services shall be waived.**
5. **Time is of the essence on this Contract.** The Contractor shall complete all work under this Contract by the dates set forth below:
6. No "Notice to Proceed" may be given nor any work commenced until this Contract is fully executed and all exhibits and other attachments are completely filled out and attached hereto.

7. It is understood and agreed by the parties that the Contractor is an independent contractor retained for the above-mentioned purpose. The Village shall not control the manner nor the means of the Contractor's performance, but shall be entitled to a work product as described herein. The term "subcontractor" shall mean and include only those hired by and having a direct contract with Contractor for performance of work on the Project. The Village shall have no responsibility to any subcontractor employed by a Contractor for performance of work on the Project, and all subcontractors and material suppliers shall look exclusively to the Contractor for any payments due. The Village will **not** be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. Every subcontractor shall be bound by the terms and provisions of this Contract as far as applicable to their work. The Contractor shall be fully responsible to the Village for the acts and omissions of its subcontractors, and shall ensure that any subcontractors perform in accordance with the requirements of this 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 work done by the Contractor under this Contract. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the Village, any other party indemnified hereunder, the Contractor, or any third party.**
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 work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the Village, any other party released hereunder, the Contractor, or any third party. 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.
13. No waiver or deferral by either party of any term or condition of this Contract shall be deemed or construed to be a waiver or deferral of any other term or condition or subsequent waiver or deferral of the same term or condition.
14. This Contract may only be amended by written instrument approved and executed by the parties.
15. This Contract and the rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of Village.
16. The parties hereby state that they have read and understand the terms of this Contract and hereby agree to the conditions contained herein.
17. This Contract has been made under and shall be governed by the laws of the State of Illinois. The parties agree that performance and all matters related thereto shall be in Cook County, Illinois.
18. Contractor, its employees, associates or subcontractors shall perform all the work hereunder. Contractor agrees that all of its associates, employees, or subcontractors who work on this Project shall be fully qualified and competent to do the work described hereunder. Contractor shall undertake the work and complete it in a timely manner.
19. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
20. This Contract represents the entire and integrated agreement between the Village and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.
21. This Contract will be effective when signed by the last party whose signing makes the Contract fully executed.

22. The Contractor agrees to comply with the Illinois Prevailing Wage Act, if the work to be performed under this Contract is covered by said Act.

IF THIS IS PREVAILING WAGE WORK:

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://labor.illinois.gov/>. 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 current prevailing wage rates, please refer to the Illinois Department of Labor’s website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, *including but not limited to*, all wage requirements and notice and record keeping duties.

23. The Contractor agrees to comply with the Illinois Substance Abuse Prevention on Public Works Projects Act.

CERTIFICATIONS BY CONTRACTOR

Eligibility to Contract

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

Visu-Sewer

Name of Contractor (please print)

Submitted by (signature)

Title

Certificate of Compliance with Illinois Human Rights Act

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

Visu-Sewer

Name of Contractor (please print)

Submitted by (signature)

Title

Certificate of Compliance with Illinois Drug-Free Workplace Act

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

Visu-Sewer

Name of Contractor (please print)

Submitted by (signature)

Title

Certificate Regarding Sexual Harassment Policy

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

Visu-Sewer

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)

Visu-Sewer

Name of Contractor (please print)

Submitted by (signature)

Title

Visu-Sewer

BY: _____

_____ Date

Printed Name: _____

Title: _____

VILLAGE OF TINLEY PARK

BY: _____

_____ Date

Mayor
(required if Contract is \$10,000 or more)

ATTEST:

Village Clerk
(required if Contract is \$10,000 or more)

_____ Date

VILLAGE OF TINLEY PARK

BY: _____

_____ Date

Village Manager

Exhibit A**SCOPE OF SERVICES**

The Work consists of cured-in-place sewer lining of an existing 14-inch diameter force main including access pits, site restoration and all collateral work necessary to complete the work as specified. The project is located adjacent to the Post 7 Sanitary Lift station, located between 163rd Street and 167th Street on the east side of Harlem Avenue. The project will take place in the subdivision to the east of the Post 7 Lift Station, which is bound by Harlem Avenue, Bementowne Road, Manchester Street, and 167th Street. Work shall also be completed along 167th Street from Sayre Avenue to Normandy Drive. The entire limits of work are located within the Village of Tinley Park, Illinois.

Exhibit B

INSURANCE REQUIREMENTS

(See Risk Manager for Insurance Requirements)



Interoffice

Memo

Date: July 12, 2019

To: John Urbanski, Assistant Public Works Director

From: Joe Fitzpatrick, Water Superintendent

Subject: Hydrant Painting Contract Continuation

Presented for July 16, 2019 PW Board discussion and action.

Description: The Village paints fire hydrants throughout town every year. We painted approximately 600 hydrants per year previously, making this an eight year program to paint every hydrant. We have doubled the number of hydrants to paint so the program will now be four years long.

Background: Public Works presented this last year as an RFQ, which was awarded to Cryder Enterprises. The RFQ was intended to be renewable for three one year contracts, but this verbiage was missed in the issued copy. The RFQ process was utilized last year due to specifics listed beyond typical painting scopes and was established due to a history of unsatisfactory work provided from low bidders when using the normal bidding process. Previous contractors were also unable to complete the required work within the allotted timeframe and work that was completed was not able to meet Village standards. Staff is requesting to extend the previously approved RFQ an additional year and continue with the current contractor for this program and waive the bidding process. Cryder Enterprises has done great work in Tinley Park and many other municipalities. They are familiar with the requirements the Village has set and the paint used on the fire hydrants has exceeded such. Cryder's work has already proven to last much longer than previous contractors. Cryder Enterprises has agreed keep the originally quoted price to paint each fire hydrant the same as last year.

<u>Contractor:</u>	<u>Location</u>	<u>Bid</u>
Cryder Enterprises	Minooka, IL	\$83.00/hydrant

Budget/ Finance: Funding in the amount of \$117,130.00 is available in approved FY2020 Budget.

Staff Direction Request: Approve the request to waive competitive bidding and annual continuation of services from Cryder Enterprises to paint fire hydrants in the amount not to exceed \$117,130.00.

Attachments:

- 1) Letter of Continuation from Contractor
- 2) Professional Service Agreement
- 3) Letter of Recommendation



8430 West Bryn Mawr Avenue, Suite 400, Chicago, Illinois 60631 • 815.459.1260 • baxterwoodman.com

July 2, 2018

Mayor and Trustees
Village of Tinley Park
16250 South Oak Park Ave
Tinley Park, Il 60477

Subject: Village of Tinley Park - Fire Hydrant Painting Program - 2018 - RFQ - 006

Dear Mayor and Trustees,

Qualifications packets were received for the Project on June 19, 2018 at 4:30PM from the following firms:

- Alpha Paintworks, Inc., Chicago, IL
- Cryder Enterprises, Inc., Minooka, IL

Qualifications were evaluated based on the level of creativity, differentiation, and measurability of four categories:

1. Scope of Work, Project Approach, and Project Management;
2. Experience of Key Personnel and Firm;
3. Pricing;
4. Client List and References.

We have analyzed each of the submittals and find Cryder Enterprises, Inc. to be both the highest qualified and the lowest priced firm. We recommend the Village negotiate a professional services agreement with Cryder Enterprises, Inc.

Please advise us of your decision.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS

A handwritten signature in blue ink, appearing to read "Sean O'Dell".

Sean O'Dell, P.E.
Vice President

SEO:lms

CRYDER ENTERPRISES, INC.**17160 Brisbin Rd.****Minooka, IL 60447****Cell (815)405-6744****Fax (815)467-1820**

TO: Village of Tinley Park
Attn: Joe Fitzpatrick, Water Superintendent

FROM: Scott Cryder

DATE: June 6, 2019

RE: Contract Renewal For Fire Hydrants Painting

Cryder Enterprises, Inc. appreciates the opportunity to continue their work for the Village of Tinley Park as the hydrant painting contractor.

The cost to sandblast, prime, paint and labor to fire hydrants, including caps, is \$83.00 per hydrant. Paint color is yellow. Cryder Enterprises, Inc. will provide all labor, materials and other necessary items to complete the project. The cost for the work in 2019 will be the same cost that was charged to the village in 2018.

We look forward to working for your village now and for years to come. If you have any questions or need additional information, please do not hesitate to contact me.

Thank you.

Scott Cryder
Cryder Enterprises, Inc., Owner

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

RESOLUTION
NO. 2019-R-076

**A RESOLUTION APPROVING A CONTRACT FOR HYDRANT PAINTING
WITH CRYDER ENTERPRISES**

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

RESOLUTION NO. 2019-R-076**A RESOLUTION APPROVING A CONTRACT FOR HYDRANT PAINTING
WITH CRYDER ENTERPRISES**

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

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

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

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

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

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

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

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

ADOPTED this 16TH day of July, 2019, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 16th day of July, 2019, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

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-076, “**A RESOLUTION APPROVING A CONTRACT FOR HYDRANT PAINTING WITH CRYDER ENTERPRISES.**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on July 16, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 16th day of July, 2019.

 KRISTIN A. THIRION, VILLAGE CLERK

VILLAGE OF TINLEY PARK**SERVICE CONTRACT**

This contract is by and between the **Village of Tinley Park**, a Illinois home-rule municipal corporation (the “Village”), and Cryder Enterprises (the “Contractor”), for the project or work described in Exhibit A, attached hereto and made a part hereof.

1. In consideration of the compensation stated in paragraph 2, the Contractor shall provide all the services described in the Scope of Services attached hereto as Exhibit “A” and incorporated herein by reference. The express terms of this Contract shall take precedence and control over any term or provision of the Scope of Services (Exhibit A) that in any way conflicts with, differs from, or attempts to alter the terms of this Contract.
2. Except in the event of a duly authorized change order approved by the Village as provided in this Contract, and in consideration of the Contractor’s final completion of all work in conformity with this Contract, the Village shall pay the Contractor an amount not to exceed **One Hundred Seventeen Thousand One Hundred Thirty and 00/100 Dollars (\$117,130.00)**. Within **seven (7)** calendar days of completion of the work, the Contractor shall submit his application for payment to the Village, and the Village shall pay Contractor for the work performed no later than **thirty (30)** calendar days from the date of the Village's receipt and the Village’s approval of the work and the application for payment. No payment shall be made by the Village until the Contractor has submitted to the Village (i) a Contractor’s Affidavit listing all subcontractors and material suppliers utilized on the project and (ii) final waivers of lien from the Contractor, all subcontractors and all material suppliers.
3. No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the Village. The Contractor shall not execute change orders on behalf of the Village or otherwise alter the financial scope of the Project.
4. Written change orders may be approved by the Village Manager or his designee provided that the change order does not increase the amount set forth in paragraph 2 of this Contract to more than \$10,000.00. Changes in excess of this amount must be approved by the Village Board prior to commencement of the services or work. **Any request by the Contractor for an increase in the Scope of Services and an increase in the amount listed in paragraph 2 of this Contract shall be made and approved by the Village prior to the Contractor providing such services or the right to payment for such additional services shall be waived.**
5. **Time is of the essence on this Contract.** The Contractor shall complete all work under this Contract by the dates set forth below:
6. No “Notice to Proceed” may be given nor any work commenced until this Contract is fully executed and all exhibits and other attachments are completely filled out and attached hereto.

7. It is understood and agreed by the parties that the Contractor is an independent contractor retained for the above-mentioned purpose. The Village shall not control the manner nor the means of the Contractor's performance, but shall be entitled to a work product as described herein. The term "subcontractor" shall mean and include only those hired by and having a direct contract with Contractor for performance of work on the Project. The Village shall have no responsibility to any subcontractor employed by a Contractor for performance of work on the Project, and all subcontractors and material suppliers shall look exclusively to the Contractor for any payments due. The Village will **not** be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. Every subcontractor shall be bound by the terms and provisions of this Contract as far as applicable to their work. The Contractor shall be fully responsible to the Village for the acts and omissions of its subcontractors, and shall ensure that any subcontractors perform in accordance with the requirements of this 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 work done by the Contractor under this Contract. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the Village, any other party indemnified hereunder, the Contractor, or any third party.**
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 work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the Village, any other party released hereunder, the Contractor, or any third party. 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.
13. No waiver or deferral by either party of any term or condition of this Contract shall be deemed or construed to be a waiver or deferral of any other term or condition or subsequent waiver or deferral of the same term or condition.
14. This Contract may only be amended by written instrument approved and executed by the parties.
15. This Contract and the rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of Village.
16. The parties hereby state that they have read and understand the terms of this Contract and hereby agree to the conditions contained herein.
17. This Contract has been made under and shall be governed by the laws of the State of Illinois. The parties agree that performance and all matters related thereto shall be in Cook County, Illinois.
18. Contractor, its employees, associates or subcontractors shall perform all the work hereunder. Contractor agrees that all of its associates, employees, or subcontractors who work on this Project shall be fully qualified and competent to do the work described hereunder. Contractor shall undertake the work and complete it in a timely manner.
19. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
20. This Contract represents the entire and integrated agreement between the Village and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.
21. This Contract will be effective when signed by the last party whose signing makes the Contract fully executed.

22. The Contractor agrees to comply with the Illinois Prevailing Wage Act, if the work to be performed under this Contract is covered by said Act.

IF THIS IS PREVAILING WAGE WORK:

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://labor.illinois.gov/>. 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 current prevailing wage rates, please refer to the Illinois Department of Labor’s website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, *including but not limited to*, all wage requirements and notice and record keeping duties.

23. The Contractor agrees to comply with the Illinois Substance Abuse Prevention on Public Works Projects Act.

CERTIFICATIONS BY CONTRACTOR

Eligibility to Contract

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

Cryder Enterprises

Name of Contractor (please print)

Submitted by (signature)

Title

Certificate of Compliance with Illinois Human Rights Act

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

Cryder Enterprises

Name of Contractor (please print)

Submitted by (signature)

Title

Certificate of Compliance with Illinois Drug-Free Workplace Act

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

Cryder Enterprises

Name of Contractor (please print)

Submitted by (signature)

Title

Certificate Regarding Sexual Harassment Policy

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

Cryder Enterprises

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)

Cryder Enterprises

Name of Contractor (please print)

Submitted by (signature)

Title

Cryder Enterprises

BY: _____

_____ Date

Printed Name: _____

Title: _____

VILLAGE OF TINLEY PARK

BY: _____

_____ Date

Mayor
(required if Contract is \$10,000 or more)

ATTEST:

Village Clerk
(required if Contract is \$10,000 or more)

_____ Date

VILLAGE OF TINLEY PARK

BY: _____

_____ Date

Village Manager

Exhibit A

SCOPE OF SERVICES

The work to be done under this scope includes furnishing of all labor, materials, transportation, tools, and supplies necessary to sandblast and paint approximately 1200 fire hydrants in 2019-2020. The objective of this scope is to provide the details of the expected material and workmanship necessary to produce a quality coating system. All painting work shall be implemented in accordance with the manufacturer's instruction and shall be performed in a manner satisfactory with the Village.

Due to budget constraints, the Village reserves the right to add or delete from the contract, as required. No adjustments in contract unit prices or additional compensation will be made for alteration in the quantities or services from the contract. The quantities listed are estimates only, and may be altered.

The Village will provide a map and hydrant inventory for each work area. The inventory will list each of the locations and identification numbers of all hydrants that will need service. On a worksheet provided by the Contractor, the following shall be documented:

- Hydrant identification number
- Date and time of surface preparation
- Date and time of first coat application
- Date and time of second and finish coat application

Exhibit B

INSURANCE REQUIREMENTS

(See Risk Manager for Insurance Requirements)



Interoffice

Memo

Date: July 12, 2019

To: John Urbanski, Assistant Public Works Director

From: Joe Fitzpatrick, Water Superintendent

Subject: Water Main Construction

Presented for July 16, 2019 Board discussion and action

Description: Public Works has a water main replacement program in place to replace aging infrastructure within the water system. Public Works has looked at information over the years and determined three (3) locations are in need of replacement this year. The factors leading to the determination of replacement are number of breaks on the pipe, age of the pipe, and number of residents or businesses without water service during an emergency repair. The locations for water main improvements are 70th Avenue from 173rd Place to 174th Place, 174th Street from Harlem Avenue to Odell Avenue, and 76th Avenue from Nottingham Drive to 164th Place.

Background: The Village advertised bids using BHFX, an online bidding database, with bid opening on April 30th, 2019. A total of ten (10) contractors downloaded the bid packet, with four (4) contractors submitting bids for the project. This pool included a large number of contractors who bid Village projects on a regular basis. The legal notice was not published in the local newspaper for this project. With the omission of the public notice, we are requesting the competitive bidding process be waived for this project, based on the four (4) competitive bids submitted from the large number of contractors who were aware of the project.

<u>Contractor:</u>	<u>Location</u>	<u>Bid</u>
Austin Tyler Construction	Elwood, IL	\$726,212.64
Spieß Construction	Frankfort, IL	\$870,040.20
LGS Plumbing	Crown Point, IN	\$885,697.00
M & J Underground	Monee, IL	\$1,000,220.83
Engineer's Estimate		\$979,205.00

Budget/ Finance: Funding in the amount of \$1,000,000.00 is available in approved FY2020 Budget.

Staff Direction Request: Approve awarding a contract for water main improvements to Austin Tyler Construction for the base bid plus alternates A-D in the amount not to exceed \$726,212.64.

Attachments:

- 1) Bid Tab
- 2) Letter of Recommendation
- 3) List of Contractors from BHFX Bidding Database
- 4) Map of Project Locations
- 5) Service Contract





8840 West 192nd Street, Mokena, IL 60448 • 815.459.1260 • baxterwoodman.com

June 20, 2019

Mayor and Board of Trustees
 Village of Tinley Park
 16250 S. Oak Park Avenue
 Tinley Park, Illinois 60477
 Attention: Mr. Colby Zemaitis, Village Engineer

Subject: Village of Tinley Park - 2019 Water Main Improvements

Dear Mayor and Trustees:

The following bids were received for the Project on April 30, 2019:

<u>Bidders</u>		<u>Amount of Bid</u>
Austin Tyler Construction, Inc.	Base Bid	\$669,854.64
Elwood, IL	Alt. A	\$14,940.00
	Alt. B	\$5,780.00
	Alt. C	\$28,815.00
	Alt. D	\$246,871.00
Steve Spiess Construction, Inc.	Base Bid	\$775,990.20
Frankfort, IL	Alt. A	\$19,920.00
	Alt. B	\$12,920.00
	Alt. C	\$38,420.00
	Alt. D	\$292,359.00
LGS Plumbing, Inc.	Base Bid	\$819,466.00
Crown Point, IN	Alt. A	\$17,430.00
	Alt. B	\$11,220.00
	Alt. C	\$30,736.00
	Alt. D	\$281,418.00
M&J Underground	Base Bid	\$922,772.00
Monee, IL	Alt. A	\$17,529.00
	Alt. B	\$11,220.00
	Alt. C	\$27,470.30
	Alt. D	\$276,213.93



Our pre-bid opinion of probable cost for the Project (base bid) was \$860,320.00. Our pre-bid opinion of probable cost for the Project Alternates were: \$39,840 for Alternate A, \$13,600.00 for Alternate B, \$76,840.00 for Alternate C, and \$247,065 for Alternate D. If Alternate D is selected, Alternate D will replace the Pay Item 1.5 - Water Main (Open Cut) and is not additional to it.

We have analyzed each of the bids and find Austin Tyler Construction, Inc. to be the lowest responsible and responsive Bidder. Based on our prior experience with this bidder, we believe that Austin Tyler Construction, Inc. is qualified to complete the project.

We recommend award of the contract to Austin Tyler Construction, Inc. in the amount of \$669,854.64 for the base bid. If all alternates are selected the contract amount will be \$726,212.64. The original Bid Documents and a copy of our Bid Tabulation are enclosed for your records.

Please advise us of your decision.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS

A handwritten signature in black ink that reads "Lauren M. Schuld". The signature is written in a cursive, flowing style.

Lauren Schuld
Infrastructure Project Manager

C: Sean E. O' Dell, P.E., Baxter & Woodman, Inc.

I:\Crystal Lake\TINPK\180656-2019 WM Improvements\40-Design\12-Bidding\Letter of Recommendation

Village of Pinley, Illinois
 2019 Water Main Improvements
 Bid Date/Time: April 30, 2019 @ 10:00 AM
 Engineer's Job No.: 180656.40

No.	Item	Unit	QTY	Engineer's Estimate		Austin Tyler Constructon, Inc.		Steve Spiess Construction, Inc.		LGS Plumbing, Inc.		M & J Underground	
				Unit Price	Total Price	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1.2	Preconstruction Video Recording	Lump Sum	1	\$ 1,000.00	\$ 1,000.00		\$ 625.00		\$ 4,450.00		\$ 4,000.00		\$ 5,500.00
1.3	Removal and Replacement of Unsuitable Material	Cu. Yd.	54	\$ 150.00	\$ 8,100.00	\$ 0.01	\$ 0.54	\$ 80.00	\$ 4,320.00	\$ 60.00	\$ 3,240.00	\$ 85.00	\$ 4,590.00
1.4	Replacement of Existing Storm Sewer (Water Main)												
	8"	Lin. Ft.	21	\$ 125.00	\$ 2,625.00	\$ 79.00	\$ 1,659.00	\$ 90.00	\$ 1,890.00	\$ 140.00	\$ 2,940.00	\$ 90.00	\$ 1,890.00
	10"	Lin. Ft.	133	\$ 135.00	\$ 17,955.00	\$ 77.00	\$ 10,241.00	\$ 100.00	\$ 13,300.00	\$ 122.00	\$ 16,226.00	\$ 95.00	\$ 12,635.00
	12"	Lin. Ft.	48	\$ 150.00	\$ 7,200.00	\$ 90.00	\$ 4,320.00	\$ 110.00	\$ 5,280.00	\$ 134.00	\$ 6,432.00	\$ 106.00	\$ 5,088.00
	24"	Lin. Ft.	21	\$ 180.00	\$ 3,780.00	\$ 200.00	\$ 4,200.00	\$ 300.00	\$ 6,300.00	\$ 338.00	\$ 7,098.00	\$ 184.00	\$ 3,864.00
1.5	Water Main (Open Cut)												
	8"	Lin. Ft.	1482	\$ 110.00	\$ 163,020.00	\$ 94.00	\$ 139,308.00	\$ 107.00	\$ 158,574.00	\$ 112.00	\$ 165,984.00	\$ 110.00	\$ 163,020.00
	8" RJT	Lin. Ft.	775	\$ 120.00	\$ 93,000.00	\$ 124.00	\$ 96,100.00	\$ 137.00	\$ 106,175.00	\$ 139.00	\$ 107,725.00	\$ 115.00	\$ 89,125.00
	10" RJT	Lin. Ft.	4	\$ 160.00	\$ 640.00	\$ 440.00	\$ 1,760.00	\$ 395.00	\$ 1,580.00	\$ 126.00	\$ 504.00	\$ 298.00	\$ 1,192.00
	6"RJT	Lin. Ft.	18	\$ 100.00	\$ 1,800.00	\$ 160.00	\$ 2,880.00	\$ 180.00	\$ 3,240.00	\$ 20.00	\$ 360.00	\$ 86.00	\$ 1,548.00
1.6	Additional Water Main Fittings	Pounds	2120	\$ 5.00	\$ 10,600.00	\$ 0.01	\$ 21.20	\$ 0.01	\$ 21.20	\$ 9.00	\$ 19,080.00	\$ 17.00	\$ 36,040.00
1.7	Water Main (In Casing-Open Cut)	Lin. Ft.	21	\$ 100.00	\$ 2,100.00	\$ 64.00	\$ 1,344.00	\$ 275.00	\$ 5,775.00	\$ 712.00	\$ 14,952.00	\$ 95.00	\$ 1,995.00
1.8	Water Service Replacement												
	1-inch, Short Side	Each	17	\$ 3,000.00	\$ 51,000.00	\$ 2,300.00	\$ 39,100.00	\$ 1,670.00	\$ 28,390.00	\$ 2,456.00	\$ 41,752.00	\$ 3,000.00	\$ 51,000.00
	1-inch, Long Side	Each	13	\$ 4,000.00	\$ 52,000.00	\$ 2,800.00	\$ 36,400.00	\$ 3,000.00	\$ 39,000.00	\$ 2,456.00	\$ 31,928.00	\$ 5,400.00	\$ 70,200.00
1.9	Connect to Water Main (Pressure) 8"	Each	1	\$ 10,000.00	\$ 10,000.00	\$ 6,200.00	\$ 6,200.00	\$ 7,640.00	\$ 7,640.00	\$ 5,380.00	\$ 5,380.00	\$ 6,500.00	\$ 6,500.00
1.10	Connect to Water Main (Non-Pressure)												
	6"	Each	7	\$ 5,000.00	\$ 35,000.00	\$ 3,500.00	\$ 24,500.00	\$ 3,950.00	\$ 27,650.00	\$ 3,150.00	\$ 22,050.00	\$ 7,500.00	\$ 52,500.00
	8"	Each	3	\$ 6,000.00	\$ 18,000.00	\$ 3,700.00	\$ 11,100.00	\$ 4,090.00	\$ 12,270.00	\$ 3,150.00	\$ 9,450.00	\$ 8,000.00	\$ 24,000.00
	10"	Each	1	\$ 7,000.00	\$ 7,000.00	\$ 4,200.00	\$ 4,200.00	\$ 5,170.00	\$ 5,170.00	\$ 3,150.00	\$ 3,150.00	\$ 9,500.00	\$ 9,500.00
1.11	Gate Valve 8"	Each	10	\$ 4,000.00	\$ 40,000.00	\$ 1,800.00	\$ 18,000.00	\$ 1,550.00	\$ 15,500.00	\$ 1,550.00	\$ 15,500.00	\$ 3,000.00	\$ 30,000.00
1.12	Valve Box	Each	2	\$ 500.00	\$ 1,000.00	\$ 200.00	\$ 400.00	\$ 570.00	\$ 1,140.00	\$ 200.00	\$ 400.00	\$ 275.00	\$ 550.00
1.13	Valve Vault - 5' Diameter	Each	11	\$ 3,500.00	\$ 38,500.00	\$ 2,500.00	\$ 27,500.00	\$ 2,900.00	\$ 31,900.00	\$ 4,000.00	\$ 44,000.00	\$ 2,750.00	\$ 30,250.00
1.14	Fire Hydrant	Each	8	\$ 5,000.00	\$ 40,000.00	\$ 4,150.00	\$ 33,200.00	\$ 5,740.00	\$ 45,920.00	\$ 4,550.00	\$ 36,400.00	\$ 4,950.00	\$ 39,600.00
1.15	Sanitary Service Line Repair	Each	4	\$ 500.00	\$ 2,000.00	\$ 200.00	\$ 800.00	\$ 900.00	\$ 3,600.00	\$ 1,000.00	\$ 4,000.00	\$ 2,900.00	\$ 11,600.00
1.16	Abandonment of Existing Water Mains and	Lump Sum	1	\$ 25,000.00	\$ 25,000.00	\$ 28,000.00	\$ 28,000.00		\$ 26,000.00		\$ 33,000.00		\$ 35,000.00
1.17	Erosion and Sedimentation Control Inlet Protection	Each	9	\$ 250.00	\$ 2,250.00	\$ 95.00	\$ 855.00	\$ 170.00	\$ 1,530.00	\$ 150.00	\$ 1,350.00	\$ 385.00	\$ 3,465.00
1.18	Pavement Markings	Lin. Ft.	60	\$ 50.00	\$ 3,000.00	\$ 5.00	\$ 300.00	\$ 63.00	\$ 3,780.00	\$ 55.00	\$ 3,300.00	\$ 62.00	\$ 3,720.00
1.19	Pavement Restoration												
	Asphalt	Sq. Yd.	2115	\$ 50.00	\$ 105,750.00	\$ 60.00	\$ 126,900.00	\$ 67.00	\$ 141,705.00	\$ 47.00	\$ 99,405.00	\$ 50.00	\$ 105,750.00
	Curb and Gutter	Lin. Ft.	90	\$ 55.00	\$ 4,950.00	\$ 44.00	\$ 3,960.00	\$ 42.00	\$ 3,780.00	\$ 67.00	\$ 6,030.00	\$ 110.00	\$ 9,900.00
	Concrete	Sq. Yd.	35	\$ 160.00	\$ 5,600.00	\$ 98.00	\$ 3,430.00	\$ 171.00	\$ 5,985.00	\$ 180.00	\$ 6,300.00	\$ 550.00	\$ 19,250.00
	Sidewalk	Sq. Yd.	300	\$ 70.00	\$ 21,000.00	\$ 10.00	\$ 3,000.00	\$ 13.00	\$ 3,900.00	\$ 17.00	\$ 5,100.00	\$ 11.00	\$ 3,300.00
	Detectable Warnings	Sq. Yd.	20	\$ 60.00	\$ 1,200.00	\$ 20.00	\$ 400.00	\$ 29.00	\$ 580.00	\$ 33.00	\$ 660.00	\$ 33.00	\$ 660.00
	Gravel Shoulder	Lin. Ft.	80	\$ 40.00	\$ 3,200.00	\$ 11.00	\$ 880.00	\$ 40.00	\$ 3,200.00	\$ 10.00	\$ 800.00	\$ 35.00	\$ 2,800.00
1.20	Restoration of Lawns and Parkways	Sq. Yd.	410	\$ 30.00	\$ 12,300.00	\$ 17.00	\$ 6,970.00	\$ 34.00	\$ 13,940.00	\$ 108.00	\$ 44,280.00	\$ 25.00	\$ 10,250.00
1.21	Traffic Control and Protection	Lump Sum	1	\$ 30,000.00	\$ 30,000.00	\$ 12,900.00	\$ 12,900.00	\$ 12,300.00	\$ 12,300.00		\$ 4,000.00		\$ 20,000.00
1.22	Insertion Valve												
	6"	Each	1	\$ 6,500.00	\$ 6,500.00	\$ 8,000.00	\$ 8,000.00	\$ 7,500.00	\$ 7,500.00	\$ 12,000.00	\$ 12,000.00	\$ 12,500.00	\$ 12,500.00
	8"	Each	1	\$ 8,500.00	\$ 8,500.00	\$ 8,600.00	\$ 8,600.00	\$ 7,900.00	\$ 7,900.00	\$ 13,600.00	\$ 13,600.00	\$ 13,300.00	\$ 13,300.00
1.23	Soil Tests for Contaminants	Each	9	\$ 1,750.00	\$ 15,750.00	\$ 200.00	\$ 1,800.00	\$ 945.00	\$ 8,505.00	\$ 2,500.00	\$ 22,500.00	\$ 2,750.00	\$ 24,750.00
1.24	Contaminated Waste Disposal	Ton	90	\$ 100.00	\$ 9,000.00	\$ 0.01	\$ 0.90	\$ 70.00	\$ 6,300.00	\$ 51.00	\$ 4,590.00	\$ 66.00	\$ 5,940.00

Engineer's Estimate of Cost (Base Bid)	\$ 860,320.00			
Bidder's Proposal (Base Bid) as read		\$ 669,854.64	\$ 775,990.20	\$ 819,466.00
Bidder's Proposal (Base Bid) as corrected				\$ 922,772.00

Alternates													
1.25	Hot-Mix Asphalt Surface Removal and Resurfacing -												
	Alternate A-C												
	Alternate A - 70th Avenue	Sq. Yd.	996	\$ 40	\$ 39,840.00	\$ 15.00	\$ 14,940.00	\$ 20.00	\$ 19,920.00	\$ 17.50	\$ 17,430.00	\$ 17.60	\$ 17,529.60
	Alternate B - 76th Avenue	Sq. Yd.	340	\$ 40	\$ 13,600.00	\$ 17.00	\$ 5,780.00	\$ 38.00	\$ 12,920.00	\$ 33.00	\$ 11,220.00	\$ 33.00	\$ 11,220.00
	Alternate C - 174th Street	Sq. Yd.	1921	\$ 40	\$ 76,840.00	\$ 15.00	\$ 28,815.00	\$ 20.00	\$ 38,420.00	\$ 16.00	\$ 30,736.00	\$ 14.30	\$ 27,470.30
1.26	Water Main (Open Cut) Alternate D												
	8"	Lin. Ft.	1482	\$ 105	\$ 155,610.00	\$ 97.50	\$ 144,495.00	\$ 117.00	\$ 173,394.00	\$ 115.00	\$ 170,430.00	\$ 120.00	\$ 177,840.00
	8" RJT	Lin. Ft.	775	\$ 115	\$ 89,125.00	\$ 126.00	\$ 97,650.00	\$ 147.00	\$ 113,925.00	\$ 142.00	\$ 110,050.00	\$ 123.03	\$ 95,348.25
	10" RJT	Lin. Ft.	4	\$ 155	\$ 620.00	\$ 439.00	\$ 1,756.00	\$ 405.00	\$ 1,620.00	\$ 131.00	\$ 524.00	\$ 309.75	\$ 1,239.00
	6" RJT	Lin. Ft.	18	\$ 95	\$ 1,710.00	\$ 165.00	\$ 2,970.00	\$ 190.00	\$ 3,420.00	\$ 23.00	\$ 414.00	\$ 99.26	\$ 1,786.68

(06/17)

00 11 13

ADVERTISEMENT FOR BIDS

VILLAGE OF TINLEY PARK, ILLINOIS

1. Time and Place of Opening Bids. Sealed proposals for the construction of the 2019 Water Main Improvements for the Village of Tinley Park, Cook County, Illinois, will be received at the Village Hall at 16250 South Oak Park Avenue, Tinley Park, Illinois 60477 until 10:00 A.M., Tuesday, April 30, 2019, and at that time will be publicly opened and unit price total read aloud.

2. Description of Work. The proposed construction consists of approximately 2,380 lineal feet of 8" ductile iron water main, including gate valves, vaults, valve boxes, water services, fire hydrants, and other miscellaneous items of work.

3. Information for Bidders. All pertinent documents may be examined at the Village Hall at 16250 South Oak Park Avenue Tinley Park, Illinois 60477 or on the internet at www.bhfxplanroom.com.

Copies of the Bidding Documents may be obtained from BHFX Digital Imaging, www.bhfxplanroom.com, upon a non-refundable payment of \$50 per set. Documents can be purchased only through BHFX Digital Imaging.

Not less than the prevailing rate of wages as determined by the Department of Labor or determined by the court on review shall be paid to all laborers, workmen and mechanics performing work under this contract.

The Village of Tinley Park is exempt from the Illinois State, municipal or county Retailers Occupation Tax, Service Occupation Tax, Use Tax, and Service Use Tax as described in Illinois Compiled Statute Chapter 35. Bid prices shall not include the cost of such taxes.

All Bids must be accompanied by a Bidder's bond, certified check, bank cashier's check or bank draft payable to the Village of Tinley Park for ten percent (10%) of the total amount of the Bid as provided in the Bidder Instructions.

4. Rejection of Bids. The Board of Trustees reserves the right to reject any or all Bids and to waive technicalities. Unless the Bids are rejected for good cause, award of contract shall be made to the lowest responsible and responsive Bidder.

Dated at Tinley Park, Illinois this 15th day of April 2019.

Jacob C. Vandenberg, Mayor

Kristin A. Thirion, Clerk

END OF ADVERTISEMENT FOR BIDS

ADVERTISEMENT FOR BIDS

00 11 13-1 (180656.40)

Village of Tinley Park - 2019 Water Main Improvements

The proposed construction consists of approximately 2,380 lineal feet of 8" ductile iron water main, including gate valves, vaults, valve boxes, water services, fire hydrants, and other miscellaneous items of work

Plan Holders

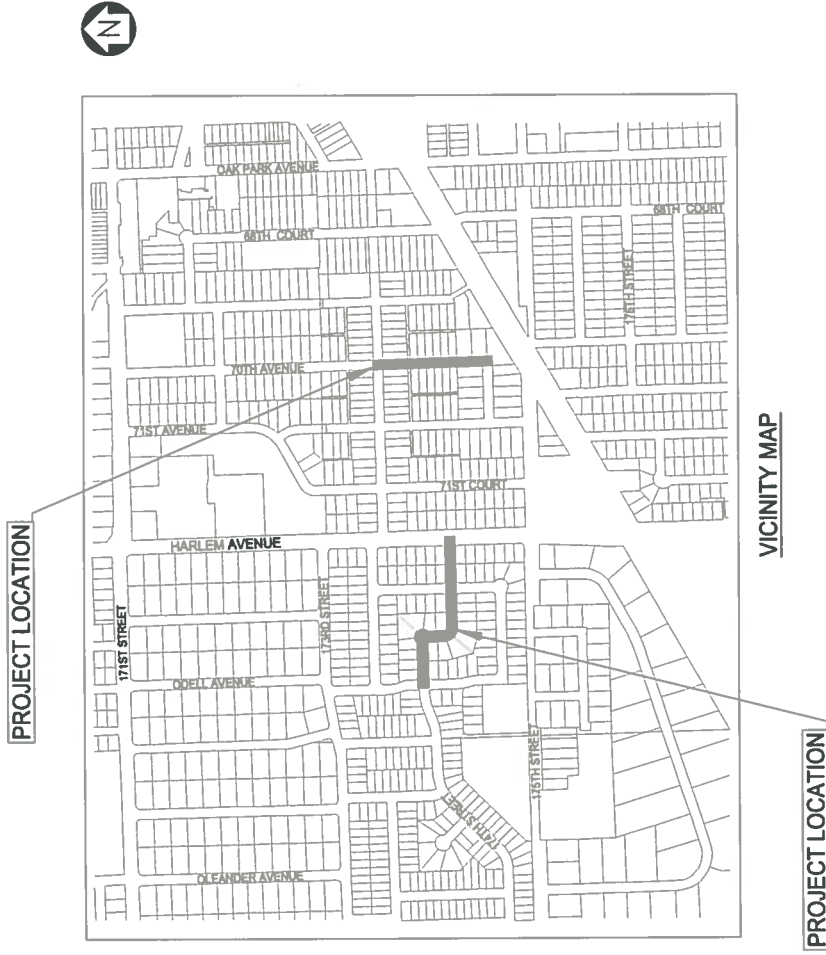
Date	Company	Contact	Bid Categories
4/23/19 8:47 am	Airy's Inc. 7455 W. Duvan Drive Tinley Park, IL 60477	James Welling Tel: 708-429-0660 Fax: 708-429-0795	Site Utilities
4/17/19 4:45 pm	Archon Construction Company 553 Route 53 Addison, IL 60101	Dominic Fiordiroso Civil Construction Manager Tel: 630-495-0015 Fax: 630-620-1295	General Contractor
4/17/19 6:01 am	Austin Tyler Construction Inc. 23343 S. Ridge Road Elwood, IL 60421	Tom Pelsi Tel: 815-726-1090 Fax: 815-726-1171	General Contractor
4/16/19 4:59 pm	Baxter & Woodman Inc. 8678 Ridgefield Road Crystal Lake, IL 60012	Lauren Schuld Tel: 815-444-3306 Fax: 708-478-8710	
4/16/19 4:58 pm	Baxter & Woodman Inc. 8678 Ridgefield Road Crystal Lake, IL 60012	Barb Tobin Tel: 815-444-3329 Fax: 708-478-8710	
4/16/19 4:59 pm	Baxter & Woodman Inc. - Mokena 8840 W. 192nd Street Mokena, IL 60448	Mike Kenny Tel: 815-444-3371 Fax: 708-478-8710	
4/23/19 11:02 am	Brandt Excavating 385 E. Hoover Street Morris, IL 60450	Lisa Benson Secretary Tel: 815-942-4488 Fax: 815-942-4429	General Contractor
4/24/19 11:30 am	ConstructConnect - Ohio 3825 Edwards Road Suite 800 Cincinnati, OH 45209	Rachael Willis Tel: 800-364-2059 x. 8197 Fax: 866-570-8187	

VILLAGE OF TINLEY...

Date	Company	Contact	Bid Categories
4/22/19 4:17 pm	D. Construction Inc. 1488 S. Broadway Coal City, IL 60416	Gina Lang Receptionist Tel: 815-634-2555 Fax: 815-634-8748	General Contractor
4/22/19 10:45 am	LGS Plumbing Inc. 1112 E. Summit Street Crown Point, IN 46307	Daniel Smith Owner/President Tel: 219-663-2177 Fax: 219-662-2788	Site Utilities
4/24/19 6:19 am	LUC Group LLC 106 W Calendar Court #221 LaGrange, IL 60525	Tommy Hartford Tel: 312-296-3290	Site Utilities
4/19/19 10:15 am	M&J Underground 26603 South Governors Highway Monee, IL 60449	Barry Halford Tel: 708-534-6434	General Contractor
4/18/19 7:53 am	PT Ferro Construction Company 700 S. Rowell Avenue Joliet, IL 60434	Dave Berkley Tel: 815-726-6284 Fax: 815-726-5614	General Contractor
4/17/19 10:30 am	Steve Spiess Construction Inc. 10284 Vans Drive Frankfort, IL 60423	Brian Vander Molen Chief Estimator Tel: 815-469-2333 Fax: 815-469-2449	General Contractor
4/17/19 9:04 am	Village of Tinley Park 16250 S. Oak Park Avenue Tinley Park, IL 60477	John Urbanski Tel: 708-444-5500 Fax: 708-444-5599	
4/17/19 9:04 am	Village of Tinley Park 16250 S. Oak Park Avenue Tinley Park, IL 60477	Colby Zemaitis Tel: 708-444-5500 Fax: 708-444-5599	

VILLAGE OF TINLEY PARK, ILLINOIS

2019 WATER MAIN IMPROVEMENTS



EXISTING UTILITIES:
 WHERE THE DRAWINGS INCLUDE INFORMATION PERTAINING TO THE LOCATION OF UNDERGROUND UTILITIES, THE INFORMATION IS FOR INFORMATION ONLY. THE LOCATION OF UNDERGROUND UTILITIES IS NOT TO BE CONSIDERED AS A GUARANTEE OF THE LOCATION OF SUCH UTILITIES. THE INFORMATION IS INCLUDED ONLY FOR THE CONVENIENCE OF THE CONTRACTOR. THE UTILITY LOCATIONS WERE DETERMINED FROM THE BEST AVAILABLE RECORDS. THE ENGINEER AND OWNER ASSUME NO RESPONSIBILITY WHATSOEVER WITH RESPECT TO THE SUFFICIENCY OR ACCURACY OF THE INFORMATION SHOWN ON THE DRAWINGS REGARDING THE LOCATION OF UNDERGROUND UTILITY FACILITIES OR THE MANNER IN WHICH THEY ARE TO BE REMOVED OR ADJUSTED. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE ACTUAL LOCATION OF ALL SUCH FACILITIES. THE CONTRACTOR SHALL OBTAIN FROM THE RESPECTIVE UTILITY COMPANIES DETAILED INFORMATION REGARDING THE LOCATION OF THE UTILITY FACILITIES AND THE WORKING SCHEDULES OF THE UTILITY COMPANIES FOR REMOVING OR ADJUSTING THE FACILITIES.



CONTACT A MAN AT BAXTER & WOODMAN, INC.
 ALL SERVICES PERFORMED AS PART OF THESE PROJECTS
 ARE PROVIDED BY BAXTER & WOODMAN, INC.



PROJECT ENGINEER

PROJECT MANAGER

BAXTER & WOODMAN, INC.
 STATE OF ILLINOIS - PROFESSIONAL DESIGN FIRM
 LICENSE NO. - 184-001121 - EXPIRES 6/30/2019

PROJECT NO. 180656 DATE 4-4-19

BAXTER & WOODMAN
 Consulting Engineers
 www.baxterwoodman.com

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

RESOLUTION
NO. 2019-R-077

**A RESOLUTION APPROVING A CONTRACT FOR WATER MAIN IMPROVEMENTS
WITH AUSTIN TYLER CONSTRUCTIONS**

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

RESOLUTION NO. 2019-R-077**A RESOLUTION APPROVING A CONTRACT FOR WATER MAIN IMPROVEMENTS
WITH AUSTIN TYLER CONSTRUCTIONS**

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

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

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

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

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

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

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

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

ADOPTED this 16TH day of July, 2019, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 16th day of July, 2019, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

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-077, “**A RESOLUTION APPROVING A CONTRACT FOR WATER MAIN IMPROVEMENTS WITH AUSTIN TYLER CONSTRUCTIONS.**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on July 16, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 16th day of July, 2019.

 KRISTIN A. THIRION, VILLAGE CLERK

VILLAGE OF TINLEY PARK**SERVICE CONTRACT**

This contract is by and between the **Village of Tinley Park**, a Illinois home-rule municipal corporation (the "Village"), and Austin Tyler Construction (the "Contractor"), for the project or work described in Exhibit A, attached hereto and made a part hereof.

1. In consideration of the compensation stated in paragraph 2, the Contractor shall provide all the services described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference. The express terms of this Contract shall take precedence and control over any term or provision of the Scope of Services (Exhibit A) that in any way conflicts with, differs from, or attempts to alter the terms of this Contract.
2. Except in the event of a duly authorized change order approved by the Village as provided in this Contract, and in consideration of the Contractor's final completion of all work in conformity with this Contract, the Village shall pay the Contractor an amount not to exceed **Seven Hundred Twenty Six Thousand Two Hundred Twelve and 64/100 Dollars (\$726,212.64)**. Within **seven (7)** calendar days of completion of the work, the Contractor shall submit his application for payment to the Village, and the Village shall pay Contractor for the work performed no later than **thirty (30)** calendar days from the date of the Village's receipt and the Village's approval of the work and the application for payment. No payment shall be made by the Village until the Contractor has submitted to the Village (i) a Contractor's Affidavit listing all subcontractors and material suppliers utilized on the project and (ii) final waivers of lien from the Contractor, all subcontractors and all material suppliers.
3. No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the Village. The Contractor shall not execute change orders on behalf of the Village or otherwise alter the financial scope of the Project.
4. Written change orders may be approved by the Village Manager or his designee provided that the change order does not increase the amount set forth in paragraph 2 of this Contract to more than \$10,000.00. Changes in excess of this amount must be approved by the Village Board prior to commencement of the services or work. **Any request by the Contractor for an increase in the Scope of Services and an increase in the amount listed in paragraph 2 of this Contract shall be made and approved by the Village prior to the Contractor providing such services or the right to payment for such additional services shall be waived.**
5. **Time is of the essence on this Contract.** The Contractor shall complete all work under this Contract by the dates set forth below:
6. No "Notice to Proceed" may be given nor any work commenced until this Contract is fully executed and all exhibits and other attachments are completely filled out and attached hereto.

7. It is understood and agreed by the parties that the Contractor is an independent contractor retained for the above-mentioned purpose. The Village shall not control the manner nor the means of the Contractor's performance, but shall be entitled to a work product as described herein. The term "subcontractor" shall mean and include only those hired by and having a direct contract with Contractor for performance of work on the Project. The Village shall have no responsibility to any subcontractor employed by a Contractor for performance of work on the Project, and all subcontractors and material suppliers shall look exclusively to the Contractor for any payments due. The Village will **not** be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. Every subcontractor shall be bound by the terms and provisions of this Contract as far as applicable to their work. The Contractor shall be fully responsible to the Village for the acts and omissions of its subcontractors, and shall ensure that any subcontractors perform in accordance with the requirements of this 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 work done by the Contractor under this Contract. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the Village, any other party indemnified hereunder, the Contractor, or any third party.**
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 work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the Village, any other party released hereunder, the Contractor, or any third party. 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.
13. No waiver or deferral by either party of any term or condition of this Contract shall be deemed or construed to be a waiver or deferral of any other term or condition or subsequent waiver or deferral of the same term or condition.
14. This Contract may only be amended by written instrument approved and executed by the parties.
15. This Contract and the rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of Village.
16. The parties hereby state that they have read and understand the terms of this Contract and hereby agree to the conditions contained herein.
17. This Contract has been made under and shall be governed by the laws of the State of Illinois. The parties agree that performance and all matters related thereto shall be in Cook County, Illinois.
18. Contractor, its employees, associates or subcontractors shall perform all the work hereunder. Contractor agrees that all of its associates, employees, or subcontractors who work on this Project shall be fully qualified and competent to do the work described hereunder. Contractor shall undertake the work and complete it in a timely manner.
19. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
20. This Contract represents the entire and integrated agreement between the Village and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.
21. This Contract will be effective when signed by the last party whose signing makes the Contract fully executed.

22. The Contractor agrees to comply with the Illinois Prevailing Wage Act, if the work to be performed under this Contract is covered by said Act.

IF THIS IS PREVAILING WAGE WORK:

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://labor.illinois.gov/>. 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 current prevailing wage rates, please refer to the Illinois Department of Labor’s website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, *including but not limited to*, all wage requirements and notice and record keeping duties.

23. The Contractor agrees to comply with the Illinois Substance Abuse Prevention on Public Works Projects Act.

CERTIFICATIONS BY CONTRACTOR

Eligibility to Contract

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

Austin Tyler Construction _____
 Name of Contractor (please print) Submitted by (signature)

 Title

Certificate of Compliance with Illinois Human Rights Act

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

Austin Tyler Construction _____
 Name of Contractor (please print) Submitted by (signature)

 Title

Certificate of Compliance with Illinois Drug-Free Workplace Act

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

Austin Tyler Construction _____
 Name of Contractor (please print) Submitted by (signature)

 Title

Certificate Regarding Sexual Harassment Policy

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

Austin Tyler 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)

Austin Tyler Construction
Name of Contractor (please print)

Submitted by (signature)

Title

Austin Tyler Construction

BY: _____

_____ Date

Printed Name: _____

Title: _____

VILLAGE OF TINLEY PARK

BY: _____

_____ Date

Mayor
(required if Contract is \$10,000 or more)

ATTEST:

Village Clerk
(required if Contract is \$10,000 or more)

_____ Date

VILLAGE OF TINLEY PARK

BY: _____

_____ Date

Village Manager

Exhibit A**SCOPE OF SERVICES**

A. Provide water distribution system as shown on the Drawings, as specified herein, and as needed for a complete and proper installation, and in accordance with the latest edition of the “Standard Specifications for Water and Sewer Main Construction in Illinois”, except as revised herein.

B. Provide labor, materials, tools, chemicals and equipment necessary to perform the pressure and leakage tests and disinfection.

C. Related work:

1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Division 01 - General Requirements of these Specifications.

Exhibit B

INSURANCE REQUIREMENTS

(See Risk Manager for Insurance Requirements)



Interoffice

Memo

Date: July 10, 2019

To: David Niemeyer, Village Manager
Michael Thomas, IT Manager

From: John Urbanski, Assistant Public Works Director

Subject: Public Safety Building IT Room Architect Approval

Presented for July 16th, 2019 Village Board Agenda for discussion and possible action.

Description:

Based on the recently released Architect RFQ, interviews were conducted May 30th 2019 to determine the best firm to enter into an agreement with for professional services. There were six (6) proposals submitted in response to the RFQ. The list was narrowed and three (3) firms were interviewed, including: Robert Juris & Associates, Batir, and Cordogan Clark Architects. Michael Thomas and John Urbanski along with staff from both the IT and PW departments, were all present for the interviews.

It was determined by the group that the finalist that best represented our collective needs, able to offer architecture and construction management services, and recommend a fiscally sound solution would be selected. In conclusion, based on proposals, interviews and demonstration of qualifications, it is recommended that the Village approves a professional services contract with Cordogan Clark Architecture for Architectural / Engineering services at a cost of \$48,510.00 and Construction Management services at a starting cost of \$15,000.00 plus 3% of the overall construction cost estimated at \$630,000.00 (\$18,900).

Cordogan Clarks' schedule of fees were comparable with competitors and a guaranteed maximum price (GMP) will be established in the near future once scope is finalized and subcontractor bids are received.

Staff Direction Request:

1. Approve recommended Professional Service Contract with Cordogan Clark for the A/E Services at a cost of \$48,510.00 and CM Services at the initial cost of \$15,000.00 and 3% of the final construction cost as described.
2. Direct staff as necessary.

CORDOGAN CLARK

ARCHITECTURE

ENGINEERING

CONSTRUCTION

May 30, 2019

John Urbanski, Assistant Public Works Director
 Village of Tinley Park
 16250 S. Oak Park Avenue
 Tinley Park, IL 60477

RE: Request for Qualifications for Professional Architectural / Engineering Services for Public Safety Facility – Tinley Park, IL

Dear John and Planning Committee,

Cordogan Clark (CC) appreciates your consideration to provide Architectural and Engineering services for the Public Safety Facility Data Center Renovation Project as outlined in the Request for Qualifications and addendums and as described at the Pre-Submission Conference and walk-through held on May 14, 2019.

Cordogan Clark will provide basic architectural and MEP/FP engineering services for a fixed fee based on 7.70% of the projected cost of construction for the building as determined at the end of the schematic design phase. The design and scope of work shall be as defined above in within the RFQ and shall fall within the anticipated preliminary construction budget provided (+/- \$630,000). The anticipated A/E fee is therefore **\$48,510.00** at a minimum. Reimbursables shall be provided at direct cost and it is recommended that an allowance of \$1,000 be set aside for such items. Our fee by phase and general scope for each phase is described below. Cordogan Clark can also provide Construction Management Services (CM) on the project and offer a reduction in architecture/engineering services of 1/2 of a percent if we are hired to provide A/E & CM services. The CM services would include preconstruction services (estimating, scheduling and constructability analysis) and can be completed for a lump sum of **\$15,000**. The CM services would include bidding the project to local trade contractors and managing the construction with an on-site Project Manager / Superintendent as part of general conditions. The CM services fee for this project would be 3% of the cost of the work as defined by the AIA CM Agreement. All general conditions costs will be considered part of the Cost of the Work and will include the on-site management costs. The proposed fees shall be in alignment with the scope of work generally described above and in accordance with the standard AIA Contracts and shall fall within the anticipated preliminary construction budget provided.

Outlined below is our understanding of the scope of work and our associated Architectural and Engineering fees for Phases 1 through 5, plus alternative Construction Management Services.

Phase 1 – Schematic Design (20% of Total Fee) \$9,702.00

Schematic design documents further establish and delineate the design concept. During the schematic design phase, we preliminarily evaluate the program, project budget, and design requirements. Based on final program and project budget requirements, we prepare for review and approval a set of preliminary design documents that illustrate the scale and relationship of project components. Final schematic design solutions are then developed and documented, including plans, elevations, and sections.

Phase 1 - Schematic Design Outline:

- Establish preliminary spatial relationships based on program

Phase 4: Bidding & Negotiation Outline:

- Assist in issuance of documents
- Submit documents to agencies for permit
- Prepare addenda, if required
- Recommend contractor(s) to owner for approval
- Participate in bidding and pre-bid conferences
- Bid opening if required

Phase 5 - Construction Administration (20% of Total Fee)

\$9,702.00

Following the project team's review of all contract documents and project specifications, and upon approval of this material, our project team assists the client and contractor with architectural/engineering input and review for obtaining construction subcontracts. Upon receiving bid information, our team will assist the client and contractor, if desired, with evaluating proposals for completeness and to assist in determining the lowest qualified bidder.

Phase 5: Construction Administration Outline:

- Review/approve shop drawings and submittals
- Review/respond to contractor's requests for information
- Attend site construction meetings on a regular as needed basis
- Certify applications for payment submitted by contractor(s)
- Issue Certification for Substantial and Final Completion
- Payment application review & processing
- Ongoing review of conformance with design intent
- Submittal processing & approvals
- Revise drawings & specifications as needed
- Request for Information (RFI) Reviews
- Architectural Supplemental Instructions (ASI) Management
- Review punch lists & review completion

CM PRECONSTRUCTION SERVICES

\$15,000.00

The Preconstruction Phase is crucial to the success of the construction project. It is the phase of developing a solution based on the cost, time and quality goals that were established in the strategic phase of the project. This part of the project can be defined by three individual phases: Conceptual, Design Development, and Construction Documents.

Conceptual Phase Activities:

- Develop Master Schedule
- Conceptual Estimate and preliminary Total Project Budget Allocation
- Review Permits/Approvals Process
- Review Equipment and Furniture Needs
- Establish Reporting and Accounting Procedures
- Develop Phased Construction Schedule
- Develop Procurement Plan
- Establish Allowances/Contingencies
- Review Drawings for Constructability

CC Cost of Services Proposal
Tinley Park – Public Safety Facility Data Center Reno
5/30/2019
Page 5 of 5

- Develop electronic record documents for Owner
- Assemble and submit all operations and maintenance information to Owner

Schedule

We understand the desired goal of Tinley Park is to have the new Data Center space open for use as soon as possible in early 2020. We have based our proposal under this assumption.

Thank you again for considering Cordogan Clark for your architectural, engineering and optional construction management needs. We look forward to working with you on this project. Should you have any questions, please do not hesitate to contact me at bkronewitter@cordoganclark.com or on my cell at 630.209.7525.

Sincerely,

Cordogan Clark & Associates



Brian K. Kronewitter, AIA, DBIA
Executive Vice President

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

RESOLUTION
NO. 2019-R-078

**A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH
CORDOGAN CLARK FOR ARCHITECT SERVICES
FOR THE PUBLIC SAFETY BUILDING IT ROOM**

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

RESOLUTION NO. 2019-R-078**A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH
CORDOGAN CLARK FOR ARCHITECT SERVICES
FOR THE PUBLIC SAFETY BUILDING IT ROOM**

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

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

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

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

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

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

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

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

ADOPTED this 16TH day of July, 2019, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 16th day of July, 2019, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

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-078, **“A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH CORDOGAN CLARK FOR ARCHITECT SERVICES FOR THE PUBLIC SAFETY BUILDING IT ROOM,”** which was adopted by the President and Board of Trustees of the Village of Tinley Park on July 16, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 16th day of July, 2019.

KRISTIN A. THIRION, VILLAGE CLERK

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

ORDINANCE
NO. 2019-O-038

**AN ORDINANCE AMENDING TITLE XI CHAPTER 120 OF THE
TINLEY PARK MUNICIPAL CODE ENTITLED "COMPREHENSIVE
REGULATION OF TOBACCO PRODUCTS"**

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

VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

ORDINANCE NO. 2019-O-038**AN ORDINANCE AMENDING TITLE XI CHAPTER 120 OF THE
TINLEY PARK MUNICIPAL CODE ENTITLED “COMPREHENSIVE
REGULATION OF TOBACCO PRODUCTS”**

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, following the passage and enactment of Public Act 101-002 (“Tobacco 21 Law”), the Village of Tinley Park (“Village”) desires to amend its municipal code to reflect the increase in age requirement codified in said Tobacco 21 Law, pertaining to the purchase of tobacco products from eighteen (18) years-of-age to twenty-one (21) years of age (“Amendments”); 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 the Village of Tinley Park and its residents to approve said Amendments; and

NOW, THEREFORE, BE IT ORDAINED 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 finding of fact as if said recitals were fully set forth herein.

SECTION 2: That Title XI Chapter 120 Section 120.01 entitled “LEGISLATIVE FINDING AND DECLARATION,” is hereby be amended by deleting the following strikethrough language and adding the following underlined language:

§ 120.01 LEGISLATIVE FINDING AND DECLARATION.

The Mayor and Board of Trustees expressly find and declare that:

(A)

- (1) Cigarette smoking is dangerous to human health; and
- (2) There exists substantial scientific evidence that the use of tobacco products causes cancer, heart disease and various other medical disorders; and

(3) The Surgeon General of the United States has declared that nicotine addiction from tobacco is similar to addiction to cocaine, and is the most widespread example of drug dependence in this country; and

(4) The Director of the National Institute on Drug Abuse concluded that the majority of the 320,000 Americans who die each year from cigarette smoking became addicted to nicotine as adolescents before the age of legal consent; and

(5) The National Institute on Drug Abuse found that cigarette smoking precedes and may be predictive of adolescent illicit drug use; and

(6) The present legislative scheme of prohibiting sales of tobacco products to persons under the age of ~~18~~ 21 has proven ineffective in preventing such persons from using tobacco products.

(B) The enactment of this chapter directly pertains to and is in furtherance of the health, welfare and safety of the residents of the village, particularly those residents under ~~18~~ 21 years of age.

SECTION 3: That Title XI Chapter 120 Section 120.06 entitled “PROHIBITED SALES, DELIVERY; SIGNS,” is hereby be amended by deleting the following strikethrough language and adding the following underlined language:

§ 120.06 PROHIBITED SALES, DELIVERY; SIGNS.

(A) It shall be unlawful for any person, including any licensee, to sell, offer for sale, give away or deliver tobacco products to any person under the age of ~~18~~ 21 years.

(B) Signs informing the public of the age restrictions provided for herein shall be posted by every licensee at or near every display of tobacco products and on or upon every vending machine which offers tobacco products for sale. Each such sign shall be plainly visible and shall state:

"THE SALE OF TOBACCO PRODUCTS TO
PERSONS UNDER ~~EIGHTEEN~~ TWENTY-ONE YEARS OF
AGE IS PROHIBITED BY LAW"

The text of such items shall be in red letters on a white background, said letters to be at least one inch high.

SECTION 4: That Title XI Chapter 120 Section 120.08 entitled “PURCHASE BY MINORS PROHIBITED,” is hereby be amended by deleting the following strikethrough language and adding the following underlined language:

§ 120.08 PURCHASE BY MINORS PROHIBITED.

It shall be unlawful for any person under the age of ~~18~~ 21 years to purchase tobacco products, or to misrepresent their identity or age, or to use any false or altered identification for the purpose of purchasing tobacco products.

SECTION 5: That Title XI Chapter 120 Section 120.09 entitled “POSSESSION BY MINORS PROHIBITED,” is hereby be amended by deleting the following strikethrough language and adding the following underlined language:

§ 120.09 POSSESSION BY MINORS PROHIBITED.

It shall be unlawful for any person under the age of ~~18~~ 21 years to possess any tobacco products; provided that the possession by a person under the age of ~~18~~ 21 years under the direct supervision of the parent or guardian of such person in the privacy of the parent's or guardian's home shall not be prohibited.

SECTION 6: That Title XI Chapter 120 Section 120.13 entitled “VENDING MACHINES; LOCKING DEVICES,” is hereby be amended by deleting the following strikethrough language and adding the following underlined language:

§ 120.13 VENDING MACHINES; LOCKING DEVICES.

(A) It shall be unlawful for any licensee to sell or offer for sale, give away, deliver or to keep with the intention of selling, giving away, or delivering tobacco products by use of a vending machine, unless such vending machine is equipped with a manual, electric or electronic locking device controlled by the licensee so as to prevent its operation by persons under the age of ~~18~~ 21 years.

(B) Any premises where access by persons under the age of ~~18~~ 21 years is prohibited by law, or premises where the public is generally not permitted and where vending machines are strictly for the use of employees of business located at such premises, shall be exempt from the requirements of division (A) of this section.

(C) Except that vending machines delivering tobacco products currently in use in village establishments shall not be required to have locking devices installed if they are placed in a conspicuous location at which they can be monitored by adult employees of the establishment.

(D) Each vending machine delivering tobacco products in use in the village at the time of adoption of this chapter shall, however, be equipped with a manual, electric or electronic locking device as described herein at such time as the machine is remodeled, upgraded or substantially changed or altered.

SECTION 7: Any policy, resolution, or ordinance of the Village that conflicts with the provisions of this Ordinance shall be and is hereby repealed to the extent of such conflict.

SECTION 8: That this Ordinance shall be in full force and effect from and after its adoption and approval.

SECTION 9: That the Village Clerk is hereby ordered and directed to publish this Ordinance in pamphlet form, and this Ordinance shall be in full force and effect from and after its passage, approval, and publication as required by law.

PASSED THIS 16th day of July, 2019.

AYES:

NAYS:

ABSENT:

APPROVED THIS 16th day of July, 2019.

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 Ordinance No. 2019-O-038, “AN ORDINANCE AMENDING TITLE XI CHAPTER 120 OF THE TINLEY PARK MUNICIPAL CODE ENTITLED “COMPREHENSIVE REGULATION OF TOBACCO PRODUCTS”,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on July 16, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 16th day of July, 2019.

KRISTIN A. THIRION, VILLAGE CLERK

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

**ORDINANCE
NO. 2019-O-039**

**AN ORDINANCE AMENDING CERTAIN PORTIONS OF SECTION
THREE OF THE PAY SCALES AND FRINGE BENEFITS ORDINANCE
FOR FISCAL YEAR ENDING APRIL 30, 2020**

**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

ORDINANCE NO. 2019-O-039

**AN ORDINANCE AMENDING CERTAIN PORTIONS OF SECTION
THREE OF THE PAY SCALES AND FRINGE BENEFITS ORDINANCE
FOR FISCAL YEAR ENDING APRIL 30, 2020**

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”) previously approved Ordinance No. 2019-O-016 (“Pay Ordinance”) establishing certain pay scales and fringe benefits for Village employees for the fiscal year ending April 30, 2020; and

WHEREAS, the Village now desires to amend certain portions of said Pay Ordinance pertaining to fire fighter pay scales (“Amendments”); 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 the Village of Tinley Park and its residents to approve said Amendments; and

NOW, THEREFORE, BE IT ORDAINED 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 finding of fact as if said recitals were fully set forth herein.

SECTION 2: That the President and Board of Trustees of the Village of Tinley Park hereby consent and approve said Amendments to Section 3 of the Pay Ordinance by deleting the following strikethrough language and adding the following underlined language as follows:

SECTION THREE

Fire Pay - Firefighters shall be entitled to the remuneration per hour established in the following schedule:

Firefighter (Non Certified) \$8.46 (or prevailing minimum wage) and not eligible for cost of living increase.

~~Firefighter (Probationary, Certified) \$15.70~~

Firefighter ————— \$19.52

Engineer ————— \$21.29

Lieutenant ————— \$22.21

Captain ————— \$23.37

Shift Commander ————— \$26.61

~~Tinley Park Firefighters may be eligible to receive an annual stipend if they meet the criteria set forth in FPPD Standard Operating Guidelines 100.21 — Pay. The amount of the stipend, if any, is decided upon annually by the Village and dispersed to eligible Firefighters based on a percentage of accomplished criteria. Only Firefighters who continue to be employed by the Village when said stipend is determined are eligible for such payment.~~

Assistant Fire Chiefs and the Part Time Deputy Chief (Fire Suppression) will not be eligible for cost of living increases, and will be eligible for merit-only pay increases, effective 5/1/2019, as indicated in Section 5 and Appendix A. ~~The Assistant Chief Acting as Shift Commander rate may be the same as listed above, or higher, depending on their base rate of pay.~~

Firefighter (Probationary, Certified) and above, not otherwise listed herein, shall be entitled to remuneration established in revised “Appendix A” attached hereto.

a. Acting Up Pay

The following positions are eligible to receive an additional stipend as indicated below per hour for those hours worked in that shift. This stipend is not affected by cost of living/market wage adjustment that may be approved by the Village Board of Trustees.

<u>Position(s) applicable</u>	<u>HR - Hourly Stipend Recommendation for Fire Pay Plan</u>
<u>Firefighter acting as Engineer</u>	<u>\$1.70/hour added to current rate of pay</u>
<u>Firefighter acting as Officer</u>	<u>\$2.75/hour added to current rate of pay</u>
<u>Engineer Acting as Officer</u>	<u>\$1.50/hour added to current rate of pay</u>
<u>Lieutenant acting as Shift Commander</u>	<u>\$3.00/hour added to current rate of pay</u>
<u>Captain acting as Shift Commander</u>	<u>\$3.00/hour added to current rate of pay</u>
<u>Asst. Chief acting as Deputy Chief of Operations</u>	<u>\$3.00/hour added to current rate of pay</u>

SECTION 3: Any policy, resolution, or ordinance of the Village that conflicts with the provisions of this Ordinance shall be and is hereby repealed to the extent of such conflict.

SECTION 4: That this Ordinance shall be in full force and effect from and after its adoption and approval.

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

PASSED THIS 16th day of July, 2019.

AYES:

NAYS:

ABSENT:

APPROVED THIS 16th day of July, 2019.

VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK

APPENDIX "A"

Hourly Rate Positions effective AUGUST 11, 2019

The following pay ranges are hereby established for all full time and part time employees not otherwise addressed in the ordinance in non-management positions effective May 1, 2019, and for Part Time Fire Suppression positions as indicated*** effective August 11, 2019, ending April 30, 2020. Annual base pay amounts shall be in conformance with the Schedule and shall not exceed those provided for in the budget adopted for fiscal year ending April 30, 2020 and related documents. The grade table presented is based on a full-time position at 2080 hours per year except as noted*. Full time salaries listed that are paid based on less than 2080 scheduled hours per year will have proportionate hourly pay. Part time positions (other than Fire Suppression) are listed as hourly rate, with**. Part time, Management positions subject to Merit-Only increases for employees in role are listed with "M"

POSITION	BEGINNING BASE Hourly Rate or Annual Salary	MAXIMUM BASE Hourly Rate or Annual Salary
Crossing Guard (per run)	\$11.40	\$18.71
CCTV Operator**		
Intern**	\$12.54	\$17.78
Seasonal I**		
Custodian**	\$13.25	\$17.66
Bus Driver**		
Bus Dispatcher**	\$13.25	\$17.89
Work Order Technician**	\$13.25	\$18.53
Utility Billing Technician**	\$13.25	\$18.53
Senior Center Assistant**		
Clerk**	\$13.51	\$18.90
Auxiliary/EMA Officer**	\$14.94	\$20.91
Clerk Matron**	\$15.23	\$21.32
Patrol Officer**	\$17.15	\$28.66
Commission Secretary**	\$17.78	\$17.78
Community Service Officer-Field Ops**	\$19.23	\$19.23
Fire Inspector**	\$21.70	\$23.38
Telecommunicator**	\$21.70	\$28.31
Marketing Assistant**		
Administrative Assistant**	\$21.42	\$29.95
Deputy Chief PT (Fire Suppression)*** M	\$39.43	\$42.35
Assistant Fire Chief*** M	\$28.30	\$30.03
Captain - Fire***	\$24.19	\$26.19
Lieutenant - Fire***	\$22.86	\$24.76
Engineer - Fire***	\$20.87	\$22.60
Firefighter - Fire***	\$18.76	\$20.32
Probationary Firefighter (Certified)***	\$15.70	\$18.76
Clerk I*	\$38,984	\$54,509
Accounting Technician**	\$19.49	\$27.27
Senior Custodian	\$39,728	\$55,620
Midnight Records Clerk	\$44,792	\$62,629
Clerk/Matron*	\$40,531	\$56,712
Administrative Assistant	\$46,321	\$64,813
Clerk II*	\$41,332	\$57,858
Community Service Officer*		
Secretary*	\$43,043	\$60,188
Utility Billing Technician*		
Work Order Technician*	\$44,790	\$62,900
Building Permit Technician*		
Zoning Administrator**	\$22.84	\$31.95
Fire Alarm Services Officer**		
Staff Accountant**	\$25.73	\$36.00
Public Education Officer**		
Telecommunicator	\$53,518	\$74,880
Business Retention Specialist	\$55,687	\$77,861
Public Information Coordinator**		
Special Events Coordinator**	\$27.30	\$38.17
Community Engagement Coordinator**		
Management Analyst	\$56,775	\$79,394
Lead Telecommunicator	\$60,257	\$84,282
Planner I	\$60,257	\$84,282
Fire Inspector I		
Building Inspector		
Plumbing Inspector	\$66,518	\$93,041
Electrical Inspector		
Health & Consumer Protection Officer		
Code Enforcement Officer		



Interoffice Memo

Date: July 9, 2019

To: David Niemeyer, Village Manager

From: Denise Maiolo, Director of Human Resources

Subject: **Medical/Dental Insurance Renewal Proposal for Plan Year 2019-2020**

On June 19th, we reported to the Administrative and Legal Committee the preliminary proposal for Medical/Dental Insurance Renewal that included a decrease of -3.5% in Medical and increase of 5.7% in dental. Following that discussion, our broker, Alliant Mesirow, engaged in review of the market, approaching carriers to provide competitive pricing for comparable services in both medical and dental coverage. After a comprehensive review of the data gathered, our Broker engaged in negotiations with Blue Cross Blue Shield of Illinois (BCBS) and obtained even greater savings to the Village for renewal.

On July 1st, the Village Manager and I met with Renee Formell, Senior Vice President of Alliant Mesirow and received the final Employee Benefits Renewal Proposal for Medical and Dental that now reflect a decrease of -4.5% in Medical and only a 1.7% increase in dental. The estimated annual premium change over the current policy year for medical reflects reduction/savings of \$219,863.40 (-4.5%) for medical and \$4,440.96 (+1.7%) for dental.

This reflects the best overall plan offerings through BCBS, with the most comprehensive network available for competitive services available. We continue to promote Wellness opportunities to educate staff and raise awareness for preventative care options. Some of these opportunities include BCBS' "Well on Target" and "Virtual Visits" programs for employees covered under the Village's health insurance program, Employee Assistance Program's "Perks at Work" for all employees as well as other Wellness programs including employee Lunch and Learn, Wellness Expo, immunization clinics, as well as a number of online resources.

Based on due diligence performed and favorable results of market review, Village staff recommends that we accept the Medical/Dental Insurance Renewal received and remain with current provider BCBS for the 2019-2020 plan year.

Thank you.

Village of Tinley Park

A Benefit Program Renewal Proposal
 October 1, 2019 Renewal Date

Summary of Current Coverages

Coverage	Carrier / A.M. Best Rating	Policy Number(s)	Renewal Date
✓ Contributory Medical	BCBS of Illinois / A+	P 71855 H/B 57096	10/1/2019 Original Renewal: -3.5% Revised Renewal: -4.5% (both medical & dental must renew with BCBS)
✓ Contributory Dental	BCBS of Illinois / A+	P 71855	10/1/2019 Original Renewal: +5.7% Revised Renewal: +1.7%
Voluntary Vision	VSP / A	VC-19	11/1/2019 In A Rate Guarantee
Non- Contributory Life/AD&D	Dearborn National / A++	F018318	12/1/2019 In A Rate Guarantee
Flexible Spending Account	TASC	501	1/1/2020

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

RESOLUTION
NO. 2019-R-069

**A RESOLUTION AUTHORIZING THE RENEWAL OF THE VILLAGE'S
HEALTH/DENTAL INSURANCE POLICY – BLUE CROSS BLUE SHIELD OF ILLINOIS**

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

RESOLUTION NO. 2019-R-069**A RESOLUTION AUTHORIZING THE RENEWAL OF THE VILLAGE'S HEALTH/DENTAL INSURANCE POLICY – BLUE CROSS BLUE SHIELD OF ILLINOIS**

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

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

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

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

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

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

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

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

ADOPTED this 16th day of July, 2019, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 16th day of July, 2019, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

BLUE CROSS/BLUE SHIELD AGREEMENT

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-069, “**A RESOLUTION AUTHORIZING THE RENEWAL OF THE VILLAGE’S HEALTH/DENTAL INSURANCE POLICY,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on July 16, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 16th day of July, 2019.

VILLAGE CLERK

STAFF COMMENT

BOARD COMMENT

PUBLIC COMMENT

ADJOURNMENT