Village Board Meeting

Village Board Meeting

The Village Board will be meeting in their regular capacity in the Village Hall Boardroom. The agenda can be accessed from our website's Agenda and Minutes Center, https://www.lemont.il.us/government/village-clerk/agendas-and-minutes-center.

Residents can attend the meeting in the Village Hall Boardroom, or view the board meeting live on the following channels:

- Comcast Cable Community TV – Channel 6
- AT&T U-verse Community TV – Channel 99
- YouTube – Village of Lemont - https://bit.ly/30QizNb

After the Meeting

Lemont residents and others can watch the meeting live as it streams or in archive on the Village's YouTube channel found at, https://bit.ly/30QizNb.

After the meeting, the recorded meeting will be published for viewing in the Village website's Agendas and Minutes Center at, https://www.lemont.il.us/government/village-clerk/agendas-and-minutes-center.

Replay of the meeting is also shown on our community TV channels, Comcast Cable Channel 6 and U-Verse Channel 99. Check the station for scheduled programs.

Public Comment

Residents and others have the ability to provide comments under the audience participation section of the agenda during the meeting. Those wishing to speak should come to the podium when called upon and clearly state your name when called upon for meeting minutes purposes. Each person gets three minutes to speak per our policy. If you wish to speak, please sign in on the provided sign-in sheet at the front of the room.

Village of Lemont

VILLAGE BOARD MEETING
July 22, 2024 – 6:30 PM
Village Hall - Village Board Room
418 Main Street, Lemont, IL 60439
AGENDA

Please view the agenda under "upcoming Events" for directions for public comment, registering for the meeting, and how to view the meeting.

I. Pledge of Allegiance

II. Roll Call

III. Consent Agenda

- III.A Approval of Minutes
- III.B Approval of Disbursements
- III.D A Resolution Amending Resolution R-8-24 Approving a Plat of Easement (Watermain for Maley Road)
- III.F A Resolution Approving a Contract with Krause Construction, Inc. for Renovations to the Lemont Village Hall
- III.G A Resolution Authorizing a Reduction of a Letter of Credit for Lenny's Gas N Wash Archer, LLC

IV. Mayor's Report

- IV.A Proclamation for Tom's Place on 100th Anniversary
- IV.B Mayor's Mention

V. Clerk's Report

V.A An Ordinance Rezoning 7.19-Acres of Property Located at 12935 Main Street in Lemont, Illinois (Gas N Wash)

V.B A Resolution Approving Award of Contract 2024 Sidewalk Improvements Project

V.C A Resolution Authorizing the Village's Cost Share for the Section 219 Village of Lemont Water Distribution Improvements Project

V.D A Resolution Approving Award of Contract for 2024 Sanitary Sewer Lining Project

V.E A Resolution Authorizing 132nd Street Storm Sewer Improvements

V.F A Resolution Approving Professional Services Agreement Between HR Green, Inc., and the Village of Lemont, Illinois for 131st Street Shared Use Path Project Phase I Engineering

V.G A Resolution Approving Award of Contract 2024 MFT Resurfacing Project

V.H A Resolution Authorizing Ruffled Feathers Lift Station (North) Pump Replacement

V.I A Resolution Approving Successor Collective Bargaining Agreement Between the Village of Lemont and Metropolitan Alliance of Police, Lemont Chapter #39

VI. Village Attorney Report

VII. Village Administrator Report

VIII. Board Reports

IX. Staff Reports

X. Unfinished Business

XI. New Business

XII. Audience Participation

1. Please "Raise Your Hand" to speak and you will be asked to speak when it is your turn.

2. Mention your first and last name clearly for meeting minutes purposes.

3. Each person gets maximum 3 minutes to speak.

XIII. Executive Session Discussion Under Chapter 5 ILCS

(1) Acquisition of Real Estate
(2) Pending, Probable, or Imminent Litigation
(3) Personnel
(4) Collective Bargaining
(5) Sale or Lease of Real Estate

XIV. Action on Closed Session Item(s)

XV. Motion to Adjourn

418 Main Street | Lemont, IL 60439

TO: Village Board Meeting
FROM: Janet Schatz, Administration
THROUGH:
SUBJECT: Approval of Minutes
DATE: July 22, 2024

SUMMARY/BACKGROUND

ANALYSIS

Consistency with Village Policy

STAFF RECOMMENDATION
Approval of Minutes

BOARD ACTION REQUESTED
Approval of Minutes

ATTACHMENTS
VB 6-24-24.pdf

Minutes
VILLAGE BOARD MEETING
Village Hall – 418 Main Street
Monday, June 24, 2024
6:30 p.m.
The regular meeting of the Lemont Village Board was held on Monday, June 24, 2024 at 6:30 p.m. with Mayor John Egofske presiding.

I) Pledge of Allegiance

II) Roll Call

Rick Sniegowski, Ronald Stapleton, Janelle Kittridge, Dave Maher, Kevin Shaughnessy, John Egofske; present. Ken McClafferty, absent.

III) Consent Agenda

III.A) Approval of Minutes

Cover Page

VB 6-10-24 minutes.pdf

COW 6-17-24_GS.pdf

III.B) Approval of Disbursements

Cover Page

06.24.24 Board Packet.pdf

III.C) An Ordinance O-25-24 Authorizing Sale and Disposal of Surplus Village Property

Cover Page

Ordinance Authorizing_disposal_of_surplus_property.06.24.24.pdf

Vehicle Titles.pdf

III.D) An Ordinance O-26-24 Amending Title 13, Chapter 13.08 (Water Meters and Water Rates) and Chapter 13.09 (Sewer Rates) of the Municipal Code of the Village of Lemont

Cover Page

Ordinance Amending Title 13 Chapters 13.08 13.09 - Jun 24 VB.pdf

III.E) An Ordinance O-27-24 Amending FY 2023-2024 Annual Operating Budget

Cover Page

Ordinance with Exhibit A.pdf

III.F) An Ordinance O-28-24 Amending FY 2024-2025 Annual Operating Budget (1st amendment-rollover FY24 POs)

Cover Page

Ordinance and Exhibit A.pdf

III.G) A Resolution R-46-24 Authorizing a Loan from General Fund to I&M TIF Fund

Cover Page

Resolution authorizing a Loan from General Fund to I&M TIF.pdf

III.H) A Resolution R-47-24 Petitioning the West Central Municipal Conference for Associate Membership

Cover Page

Resolution Petitioning the West Central Municipal Conference for Associate Membership.pdf

Motion by Rick Sniegowski, seconded by Kevin Shaughnessy, to approve the Consent Agenda.

Roll Call: Rick Sniegowski, Ronald Stapleton, Janelle Kittridge, Dave Maher, Kevin Shaughnessy; 5 ayes. ; 0 nays. Motion Carried.

IV) Mayor's Report

IV.A Presentation of ILACP Accreditation Plaque 2024

Cover Page

Chief Maton thanked all in the police department for their dedication to the accreditation program especially accreditation manager Lee. The accreditation is

evaluated by a third party for a department and only 61 departments in the state are accredited. There are 69 standards that represent a level of quality service delivery. This is the second time the Lemont Police Department has attained this accreditation from the IL Association of Chiefs of Police.

IV.B Appointment & Reappointment of Commission Members

Cover Page

Motion by Ronald Stapleton, seconded by Dave Maher, to approve appointment and reappointment of commission members

Roll Call: Rick Sniegowski, Ronald Stapleton, Janelle Kittridge, Dave Maher, Kevin Shaughnessy; 5 ayes. ; 0 nays. Motion Carried.

IV.C Mayor's Mention

Mayor's Mention – June 24, 2024
Freedom Days 2024 kicks off this week hosted by the Lemont Park District. Movie in the Park is tomorrow, June 25, showing "Wonka" at Covington North Park. The event begins at 7:00 p.m. On Wednesday, June 26, bring your own kite to the Sky High Kite Fly event at Centennial Park from 6 – 8 p.m. A Veterans Tribute is on Thursday, June 27, at 6:00 p.m. at the Lemont VFW. Attendees must register in advance, and the event is FREE for Active and Retired Military personnel. For more events and information, visit, lemont park district . org
Hosted by Aster Gardens, the Lemont Farmers Market is bringing in quite the crowd on Tuesday's at Village Green. The market runs from 4 – 7 pm, with over 20 vendors. Visit their Facebook page, Lemont Farmers Market, or their website, Lemont farmers market . com, for more information.
This Wednesday's Lemont Downtown Cruise Nights, hosted by the Village of Lemont, will feature Jeeps and 4 x 4's. Cruise Nights is from 6 - 9 p.m. in the downtown. As a reminder, there is no car show on Wednesday, July 3. Visit, our Lemont Downtown Cruise Nights Facebook page for more information.
We're moving into July already, and the July 3 Independence Day Celebration! The Star Spangled Splash, FREE pool party at Centennial Outdoor Pool is from 12 – 3 p.m. Then the Independence Day Celebration begins at Centennial Park at 4:00 p.m. Fireworks start at approximately 9:30 p.m. Visit, lemont park district . org, for more event information, including a July 3 F A Q page.
Everyone, please be safe and have a great Independence Day holiday!

V) Clerk's Report

V.A An Ordinance O-29-24 Granting a Special Use for a Preliminary Planned Unit Development (PUD) and Plat for a 4-Unit Townhome Development in the D-D

District at the Northwest Corner of Grant and Illinois Street in Lemont, IL (609 Illinois Street)

Cover Page

Ordinance Granting a Special Use for a PUD for a 4-Unit Townhome at the Northwest Corner of Grant and Illinois Street in Lemont IL (609 Illinois)

Motion by Kevin Shaughnessy, seconded by Dave Maher, to approve said ordinance.

Jason Berry reported this is a PUD for a 4 unit townhome. This development went to the P&Z in April, May and then to the COW. This is a vote for the preliminary PUD.

Roll Call: Rick Sniegowski, Ronald Stapleton, Janelle Kittridge, Dave Maher, Kevin Shaughnessy; 5 ayes. ; 0 nays. Motion Carried.

V.B A Resolution R-48-24 Authorizing the Order and Purchase of Police Vehicles

Cover Page

Resolution.VehiclePurchase.06.24.24.pdf

Willowbrook Ford Quotes 06.24.24.pdf

Motion by Ronald Stapleton, seconded by Janelle Kittridge, to approve said resolution.

Chief Maton said this is rotation in the police car fleet which is under the capitol plan for the Village. Four new Ford SUV's for $45K per vehicle for a total of $185K minus the trade in units.

Roll Call: Rick Sniegowski, Ronald Stapleton, Janelle Kittridge, Dave Maher, Kevin Shaughnessy; 5 ayes. ; 0 nays. Motion Carried.

VI) Village Attorney Report

VII) Village Administrator Report

George Schafer thanked PD for putting up new signs for speed control. These signs are electronic, permanent and informs a driver if they are over/under the limit. These signs also keep car crashes limited in Lemont.

VIII) Board Reports

IX) Staff Reports

Ralph Pukula reported that the new water tower is up and running. This is a great addition to our water system.

X) Unfinished Business

XI) New Business

Trustee Sniegowski would like to have a review in favor of the Lemont Historical Society and to understand their future needs. Mayor would like to do this in July at the COW.

XII) Audience Participation

George Shafer requested attendee's limit their concerns to three minutes per person. Residents are from Graceview Senior Living located on Talcott in Lemont. Geri Sutterlin turned in a petition signed by the residents in this area. They have been notified that their rent will be going up to over $1000+ or a 50 percent increase. Geri noted that these increases are within the guidelines of HUD using the area medium income. Current management had no solution to their complaints except to move out. Trustee Sniegowski asked if a copy of the letter could be sent to village hall. Each unit is 690 square feet. Another resident said they have done nothing to maintain since the new owner took over. Their snow removal is an issue. Carol Sabo also spoke and said the management group is out of state. Trustee Shaughnessy recommends all residents contact legislators because they are being exploited. Mayor Egofske would like to hear from the management group and get a contact name.

XIII) Executive Session Discussion Under Chapter 5 ILCS

XIV) Action on Closed Session Item(s)

XV) Motion to Adjourn

Motion by Rick Sniegowski, seconded by Kevin Shaughnessy, to adjourn meeting.

Roll Call: Rick Sniegowski, Ronald Stapleton, Janelle Kittridge, Dave Maher, Kevin Shaughnessy; 5 ayes. ; 0 nays. Motion Carried.

418 Main Street | Lemont, IL 60439

TO: Village Board Meeting
FROM: Darshana Prakash, Finance
THROUGH:
SUBJECT: Approval of Disbursements
DATE: July 22, 2024

SUMMARY/BACKGROUND

ANALYSIS

Consistency with Village Policy

STAFF RECOMMENDATION
Approval of Disbursements

BOARD ACTION REQUESTED
Approval of Disbursements

ATTACHMENTS
6-25-24 thru 7-10-24.pdf
7-9-24 thru 7-24-24.pdf

Village of Lemont

Payment Register

From Payment Date: 6/26/2024 - To Payment Date: 7/10/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
FM-Clearing - Accounts Payable									
Check									
25368	07/08/2024	Open			Accounts Payable	A&W AUTO TRUCK & TRAILER	$174.95		
25369	07/08/2024	Open			Accounts Payable	A. BLOCK MARKETING, INC	$600.00		
25370	07/08/2024	Open			Accounts Payable	ARCHITECTURAL AUDIO & VIDEO INC	$5,490.94		
25371	07/08/2024	Open			Accounts Payable	CASTLETOWN HOMES, INC.	$2,000.00		
25372	07/08/2024	Open			Accounts Payable	DUPAGE MAYORS AND MANAGERS CONFERENCE	$3,849.86		
25373	07/08/2024	Open			Accounts Payable	GUARANTEED TECHNICAL SVCS & CONSULTING INC	$25,938.00		
25374	07/08/2024	Open			Accounts Payable	KIMBALL MIDWEST	$191.60		
25375	07/08/2024	Open			Accounts Payable	LEMONT GARDEN CLUB	$2,480.88		
25376	07/08/2024	Open			Accounts Payable	MCMASTER-CARR SUPPLY CO	$1,518.37		
25377	07/08/2024	Open			Accounts Payable	MENARDS	$160.28		
25378	07/08/2024	Open			Accounts Payable	OTIS ELEVATOR CO	$1,157.82		
25379	07/08/2024	Open			Accounts Payable	PULTE GROUP	$268,000.00		
25380	07/08/2024	Open			Accounts Payable	Silver Cross Medical Group - OCC Health	$1,298.00		
25381	07/08/2024	Open			Accounts Payable	SOUTHWEST CONFERENCE OF MAYORS	$7,500.00		
25382	07/08/2024	Open			Accounts Payable	SWEET BABY RAY'S CATERING COMPANY	$2,331.93		
25383	07/08/2024	Open			Accounts Payable	THE BROADCAST BASEMENT, LIMITED	$250.00		
25384	07/08/2024	Open			Accounts Payable	TRIA ARCHITECTURE INC	$5,145.53		
25385	07/08/2024	Open			Accounts Payable	UNITED RENTALS (NORTH AMERICA), INC.	$8,103.48		
25386	07/08/2024	Open			Accounts Payable	VEENSTRA & KIMM, INC.	$21,671.45		
25387	07/08/2024	Open			Accounts Payable	VULCAN MATERIALS	$1,939.76		
25388	07/08/2024	Open			Accounts Payable	WEX FLEET UNIVERSAL	$134.57		
25389	07/08/2024	Open			Accounts Payable	ANDERSON, DIANE	$30.00		
25390	07/08/2024	Open			Accounts Payable	Baltic Roofing	$1,000.00		
25391	07/08/2024	Open			Accounts Payable	Calistoga Home Builders	$1,000.00		
25392	07/08/2024	Open			Accounts Payable	Calistoga Home Builders	$500.00		
25393	07/08/2024	Open			Accounts Payable	Flaherty Builders	$1,000.00		
25394	07/08/2024	Open			Accounts Payable	Flaherty Builders	$500.00		
25395	07/08/2024	Open			Accounts Payable	Green Leaf Sprinklers	$1,000.00		
25396	07/08/2024	Open			Accounts Payable	LIZOTTE, SUSAN	$60.00		
25397	07/08/2024	Open			Accounts Payable	Pamela Visvardis	$5,000.00		
25398	07/08/2024	Open			Accounts Payable	Sai Ditya Corp	$1,000.00		
25399	07/08/2024	Open			Accounts Payable	ILLINOIS TAX INCREMENT ASSOCIATION	$650.00		
25400	07/08/2024	Open			Accounts Payable	ROBBINS SCHWARTZ	$176.25		
25401	07/08/2024	Open			Accounts Payable	EMPOWER HEALTH SERVICES LLC	$2,625.00		
25402	07/08/2024	Open			Accounts Payable	PITNEY BOWES RESERVE ACCOUNT	$1,000.00		
25403	07/08/2024	Open			Accounts Payable	POMP'S TIRE SERVICE, INC.	$1,499.40		
Type Check Totals:					36 Transactions		$376,978.07		

Village of Lemont

Payment Register

From Payment Date: 6/26/2024 - To Payment Date: 7/10/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
EFT									
3245	07/08/2024	Open			Accounts Payable	ACCURATE EMPLOYMENT SCREENING, LLC	$977.13		
3246	07/08/2024	Open			Accounts Payable	ALL TOGETHER LLC	$7,319.99		
3247	07/08/2024	Open			Accounts Payable	ANDRYSIAK, EDWARD OR PATRICIA	$1,147.49		
3248	07/08/2024	Open			Accounts Payable	BEECHEN & DILL HOMES INC	$23,000.00		
3249	07/08/2024	Open			Accounts Payable	CHICAGO STREET CCDD, LLC	$835.00		
3250	07/08/2024	Open			Accounts Payable	CROSS POINTS SALES, INC	$350.00		
3251	07/08/2024	Open			Accounts Payable	FOODY AND DRINKY INSPECTIONS	$1,100.00		
3252	07/08/2024	Open			Accounts Payable	GORDON FLESCH COMPANY, INC.	$430.59		
3253	07/08/2024	Open			Accounts Payable	HARMONY MARKETING GROUP	$5,825.00		
3254	07/08/2024	Open			Accounts Payable	INTERGOVERNMENTAL RISK MANAGEMENT AGENCY	$40,423.49		
3255	07/08/2024	Open			Accounts Payable	K BROTHERS FENCE, INC	$3,650.00		
3256	07/08/2024	Open			Accounts Payable	KLEIN THORPE AND JENKINS LTD	$136.12		
3257	07/08/2024	Open			Accounts Payable	LAUTERBACH & AMEN, LLP	$5,790.00		
3258	07/08/2024	Open			Accounts Payable	LEXIPOL LLC	$13,113.71		
3259	07/08/2024	Open			Accounts Payable	METROPOLITAN INDUSTRIES INC	$40,840.00		
3260	07/08/2024	Open			Accounts Payable	MORRIS ENGINEERING, INC.	$1,200.00		
3261	07/08/2024	Open			Accounts Payable	NEOPOST #6083457	$3,000.00		
3262	07/08/2024	Open			Accounts Payable	ODELSON, MURPHEY, FRAZIER & MCGRATH LTD	$4,655.00		
3263	07/08/2024	Open			Accounts Payable	PACE ANALYTICAL SERVICES, LLC	$483.00		
3264	07/08/2024	Open			Accounts Payable	PARAMONT-EO INC. CREST LIGHTING	$700.19		
3265	07/08/2024	Open			Accounts Payable	PAYLOCITY CORPORATION	$808.30		
3266	07/08/2024	Open			Accounts Payable	PERSPECTIVES	$936.66		
3267	07/08/2024	Open			Accounts Payable	PRESECKY, BRIGID	$600.00		
3268	07/08/2024	Open			Accounts Payable	RAINBOW PRINTING	$481.90		
3269	07/08/2024	Open			Accounts Payable	RAY O'HERRON CO., INC.	$458.21		
3270	07/08/2024	Open			Accounts Payable	ROUTE 66 ASPHALT COMPANY	$63.53		
3271	07/08/2024	Open			Accounts Payable	SHOREWOOD HOME & AUTO, INC.	$197.43		
3272	07/08/2024	Open			Accounts Payable	SOUTHWEST CENTRAL DISPATCH	$27,854.78		
3273	07/08/2024	Open			Accounts Payable	T.P.I. BUILDING CODE CONSULTANTS INC	$7,560.00		
3274	07/08/2024	Open			Accounts Payable	UNDERGROUND PIPE & VALVE CO INC	$1,219.00		
3275	07/08/2024	Open			Accounts Payable	UNIFIRST CORPORATION	$100.26		
3276	07/08/2024	Open			Accounts Payable	WATER RESOURCES INC	$9,484.80		
Type EFT Totals:					32 Transactions		$204,741.58		

FM-Clearing - Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	36	$376,978.07	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	36	$376,978.07	$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount

Payment Register

From Payment Date: 6/26/2024 - To Payment Date: 7/10/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source		Payee Name	Transaction Amount	Reconciled Amount	Difference
					Open	32	$204,741.58		$0.00	
					Reconciled	0	$0.00		$0.00	
					Voided	0	$0.00		$0.00	
					Total	32	$204,741.58		$0.00	

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	68	$581,719.65	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	68	$581,719.65	$0.00

FM-Receipts - Village Receipts

EFT

255	06/27/2024	Open		Accounts Payable	AMALGAMATED BANK OF CHICAGO	$25,950.00

Village of Lemont

Payment Register

From Payment Date: 6/26/2024 - To Payment Date: 7/10/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
256	06/27/2024	Open			Accounts Payable	AMALGAMATED BANK OF CHICAGO	$15,696.25		
Type EFT Totals:					2 Transactions		$41,646.25		

FM-Receipts - Village Receipts Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	0	$0.00	$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	2	$41,646.25	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Total	2	$41,646.25	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	2	$41,646.25	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	2	$41,646.25	$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	**36**	**$376,978.07**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**36**	**$376,978.07**	**$0.00**

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	**34**	**$246,387.83**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Total	**34**	**$246,387.83**	**$0.00**

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	**70**	**$623,365.90**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**70**	**$623,365.90**	**$0.00**

Village of Lemont

Refunds in OpenGov

Building Permits/Contractor Licenses

6/20/2024-7.1.2024

Date Paid	Permit #	Permit Type	Applicant Name	Amount	Refund Method
6/20/2024	NRES 23-70	Residential Permit	Ann Bell	$ 5,000.00	Echeck
6/19/2024	IRRI 24-21	Irrigation Fee	Pedro Chavez	$ 1,000.00	Echeck
6/19/2024	ROOF 24-54	Roofing Permit	Robert Coyle	$ 1,000.00	Credit Card
6/19/2024	SIGN 24-16	Sign Permit	Micah Can Bruggen	$ 1,000.00	Credit Card
6/26/2024	POOL 23-19	Pool Permit	Michael King	$ 1,000.00	Credit Card
6/25/2024	FIBA 23-14	Finished Basement Permit	Nicholas Parker	$ 1,000.00	Credit Card
6/26/2024	ROOF 24-71	Roofing Permit	Douglas Miller	$ 1,000.00	Echeck
6/27/2024	DRIV 24-18	Driveway Permit	Bryan Zabala	$ 1,000.00	Credit Card

Total Refunds $ 12,000.00

NOTE: These are refunds processed in the online permitting software, OpenGov.

Village of Lemont

Payment Register

From Payment Date: 7/9/2024 - To Payment Date: 7/24/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
FM-Clearing - Accounts Payable									
Check									
25404	07/15/2024	Voided	Stop Payment	07/16/2024	Accounts Payable	US ARMY CORPS OF ENGINEERS	$1.00		
	Invoice		Date	Description			Amount		
	24-07-12 USAGE		07/15/2024	ACH TEST			$1.00		
25405	07/22/2024	Open			Accounts Payable	ADS LLC	$1,680.00		
	Invoice		Date	Description			Amount		
	35760-0624		07/01/2024	CSO flow monitoring and reporting			$1,680.00		
25406	07/22/2024	Open			Accounts Payable	AMALGAMATED BANK OF CHICAGO	$1,425.00		
	Invoice		Date	Description			Amount		
	27-07-01 5847		07/12/2024	1855847003 - SERIES 2015A FEES			$475.00		
	24-07-01 5848		07/12/2024	1855848002-SERIES 2015B FEES			$475.00		
	24-07-01 5849		07/12/2024	1855849001 - SERIES 2015C FEES			$475.00		
25407	07/22/2024	Open			Accounts Payable	ANCEL, GLINK, P.C.	$15,473.25		
	Invoice		Date	Description			Amount		
	24-07-16 AG		07/12/2024	JUNE 2024 SERVICES			$15,473.25		
25408	07/22/2024	Open			Accounts Payable	AT&T MOBILITY	$599.05		
	Invoice		Date	Description			Amount		
	VIO062024		07/04/2024	plate readers 6/5/24-7/4/24			$599.05		
25409	07/22/2024	Open			Accounts Payable	C.O.P.S. TESTING SERVICE INC	$1,000.00		
	Invoice		Date	Description			Amount		
	109175		07/12/2024	POLICE COMMISION/ POLICE TESTING 6/20/24			$1,000.00		
25410	07/22/2024	Open			Accounts Payable	CHICAGO TRIBUNE MEDIA GROUP	$294.00		
	Invoice		Date	Description			Amount		
	094143362000		07/12/2024	PLANNING DEPT. LEGAL NOTICES			$144.00		
	095725954000		07/12/2024	PLANNING DEPT - LEGAL NOTICES			$150.00		
25411	07/22/2024	Open			Accounts Payable	CINTAS CORPORATION	$88.43		
	Invoice		Date	Description			Amount		
	5217652392		07/12/2024	0010696710 - First Aid cabinet service - V.H.			$88.43		
25412	07/22/2024	Open			Accounts Payable	COMED	$22,164.49		
	Invoice		Date	Description			Amount		
	24-06-1305		07/12/2024	1305761222 - Street lights - Stephen St 1 S River			$136.93		
	24-06-2378		07/12/2024	2378636000 - Ed Bossert Dr Metr 0 E State St			$39.48		
	24-06-4935		07/12/2024	8611032222 - Street lights - Talcott, E of Stephen			$19.76		
	24-06-8611		07/12/2024	8611032222 - Street lights - Talcott, E of Stephen			$132.88		
	24-07-0135		07/12/2024	0135005000 - Lift Station 12799 Marble St.			$81.87		
	24-07-0372		07/12/2024	0372871222 - Main St Lift Station - Bell Rd, Main St			$144.66		
	24-07-1056		07/12/2024	1056633000 - Street lights - 47 Stevens St			$195.10		
	24-07-1276		07/12/2024	1276772222 - 55 Stephen St, Safety Village			$146.46		
	24-07-1564		07/12/2024	1564676000 - Street lights - 411 Singer Ave Rear			$188.52		
	24-07-1891		07/12/2024	1891962222 - Street lights - KA Steel path			$27.24		
	24-07-3410		07/12/2024	3410135000 - 322 Main St Lemont			$79.98		
	24-07-3596		07/12/2024	3596872222 - Street lights - 451 Talcott			$6.40		
	24-07-4863		07/12/2024	4863382222 - 310 River Street			$31.32		
	24-07-6027		07/12/2024	6027474000 - Charging Station 1001 Main St			$154.61		
	24-07-6058		07/12/2024	6058324000 - Street lights - 44 Stephen St			$167.96		

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	24-07-9074		07/12/2024	9074779000 - Street lights - Houston 1N		Schultz	$24.86			
	24-07-9207		07/12/2024	9207333000 - 0 N New Ave 101 Main St.			$208.49			
	24-06-1373		07/12/2024	1373121222 - 731 Houston St. Well #4			$10,778.51			
	24-06-1574		07/12/2024	1574692222 - 1153 State Street Well #3			$9,599.46			
25413	07/22/2024	Open			Accounts Payable	CONSERV FS INC		$290.00		
	Invoice		Date	Description			Amount			
	6433196		07/03/2024	weed killer			$290.00			
25414	07/22/2024	Open			Accounts Payable	DORNER COMPANY		$15,598.00		
	Invoice		Date	Description			Amount			
	511461		06/25/2024	cla-val repair			$15,598.00			
25415	07/22/2024	Open			Accounts Payable	DUKE'S ROOT CONTROL, INC		$10,750.00		
	Invoice		Date	Description			Amount			
	26168		06/30/2024	smoke testing for MWRD			$10,750.00			
25416	07/22/2024	Open			Accounts Payable	DUPAGE TOPSOIL INC		$260.00		
	Invoice		Date	Description			Amount			
	057355		06/30/2024	dirt			$260.00			
25417	07/22/2024	Open			Accounts Payable	GUARANTEED TECHNICAL SVCS & CONSULTING INC		$5,495.00		
	Invoice		Date	Description			Amount			
	2024-291		07/12/2024	JUNE 2024 MANAGED SERVICES			$4,200.00			
	2024-277		07/12/2024	6/5/24-6/18/24 I.T. Support			$1,295.00			
25418	07/22/2024	Open			Accounts Payable	ILLINOIS ENVIRONMENTAL PROTECTION AGENCY		$5,000.00		
	Invoice		Date	Description			Amount			
	IL0039551-2025		06/18/2024	annual NPDES fee 7/1/24-6/30/25			$5,000.00			
25419	07/22/2024	Open			Accounts Payable	ILLINOIS PUBLIC SAFETY AGENCY NETWORK		$66.00		
	Invoice		Date	Description			Amount			
	0047242		07/12/2024	INVESTIGATION LEGAL DATABASE - BULLET			$66.00			
25420	07/22/2024	Open			Accounts Payable	ILLINOIS STATE POLICE		$30.00		
	Invoice		Date	Description			Amount			
	2024081376-1		07/12/2024	C. PIASECKI			$30.00			
25421	07/22/2024	Open			Accounts Payable	ILLINOIS TOLLWAY		$1.20		
	Invoice		Date	Description			Amount			
	G125000009652		07/12/2024	TOLLS 4/1/24-6/30/24			$1.20			
25422	07/22/2024	Open			Accounts Payable	JIM'S TRUCK INSPECTION LLC		$86.00		
	Invoice		Date	Description			Amount			
	204339		07/09/2024	safety lane			$43.00			
	204434		07/12/2024	safety lane			$43.00			
25423	07/22/2024	Open			Accounts Payable	LEMONT FIRE PROTECTION DISTRICT		$2,600.00		
	Invoice		Date	Description			Amount			
	24-06-30 FP		07/12/2024	LAND CASH MAY-JUNE 2024			$2,600.00			

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25424	07/22/2024	Open			Accounts Payable	LEMONT HARDWARE LLC	$45.47		
	Invoice		Date	Description		Amount			
	324211		07/12/2024	SUPPLIES - PD		$45.47			
25425	07/22/2024	Open			Accounts Payable	LEMONT HIGH SCHOOL DIST 210	$26,302.00		
	Invoice		Date	Description		Amount			
	24-06-30 D210		07/12/2024	LAND CASH MAY - JUNE 2024		$26,302.00			
25426	07/22/2024	Open			Accounts Payable	LEMONT KEEPATAW DAY	$2,000.00		
	Invoice		Date	Description		Amount			
	24-07-11 LKD		07/12/2024	2024 KEEPATAW DAY SPONSORSHIP		$2,000.00			
25427	07/22/2024	Open			Accounts Payable	LEMONT PARK DISTRICT	$43,279.00		
	Invoice		Date	Description		Amount			
	24-06-30 PkD		07/12/2024	LAND CASH MAY-JUNE 2024		$33,279.00			
	24-07-03 LPD		07/12/2024	2024 FIREWORKS		$10,000.00			
25428	07/22/2024	Open			Accounts Payable	LEMONT VFW POST 5819 NIZIOLEK SCHOLARSHIP FUND	$480.00		
	Invoice		Date	Description		Amount			
	24-07-16 VFW		07/12/2024	GOLF FOUR-SOME 2024		$480.00			
25429	07/22/2024	Open			Accounts Payable	LEMONT-BROMBEREK COMBINED SCHOOL DIST 113A	$54,207.88		
	Invoice		Date	Description		Amount			
	24-06-30 113A		07/12/2024	LAND CASH MAY-JUNE 2024		$54,207.88			
25430	07/22/2024	Open			Accounts Payable	MARKET ON STATE INC	$5,875.69		
	Invoice		Date	Description		Amount			
	24-07-16 PM		07/12/2024	FEB - APRIL SALES TAX REBATE		$5,875.69			
25431	07/22/2024	Open			Accounts Payable	MARTINO CONCRETE COMPANY	$29,451.00		
	Invoice		Date	Description		Amount			
	2316		07/05/2024	storm sewer, apron and curb repairs		$8,686.50			
	2315		07/01/2024	apron repairs,hazardous sidewalk replacement,l/s entrance repair		$6,014.50			
	2314		06/26/2024	curb repairs		$13,500.00			
	2317		07/05/2024	curb repairs		$1,250.00			
25432	07/22/2024	Open			Accounts Payable	MENARDS	$545.98		
	Invoice		Date	Description		Amount			
	42911		06/28/2024	supplies		$41.80			
	42912		06/28/2024	plywood		$439.96			
	43398		07/09/2024	supplies		$64.22			
25433	07/22/2024	Open			Accounts Payable	MUNICIPAL RESEARCH SERVICE INC	$1,100.00		
	Invoice		Date	Description		Amount			
	24-07-05 MRS		07/12/2024	FY24 ACFR STATISTICS		$1,100.00			
25434	07/22/2024	Open			Accounts Payable	OFFICE OF THE ILLINOIS ATTORNEY GENERAL	$30.00		
	Invoice		Date	Description		Amount			
	2024081376-3		07/12/2024	C. PIASECKI		$30.00			

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25435	07/22/2024	Open			Accounts Payable	OLDE ENGLISH GARDENS	$2,000.00		
	Invoice		Date	Description			Amount		
	21906		07/07/2024	tree and brush removal along canal			$2,000.00		
25436	07/22/2024	Open			Accounts Payable	OTIS ELEVATOR CO	$850.00		
	Invoice		Date	Description			Amount		
	CYS18367001		06/20/2024	parking garage elevator access			$850.00		
25437	07/22/2024	Open			Accounts Payable	POELLOT, JOSHUA, J	$500.00		
	Invoice		Date	Description			Amount		
	70124 JP		07/12/2024	JUNE 2024 SERVICES			$500.00		
25438	07/22/2024	Open			Accounts Payable	PRAKASH, DARSHANA	$191.05		
	Invoice		Date	Description			Amount		
	24-07-16 DP		07/12/2024	GFOA 2024 & TYLER CONF.			$70.30		
	24-07-15 DP		07/12/2024	CPA LICENSE RENEWAL			$120.75		
25439	07/22/2024	Open			Accounts Payable	PULTE GROUP	$16,000.00		
	Invoice		Date	Description			Amount		
	NRES-23-83 C		07/12/2024	REFUND - 12447 ROSSAVEAL WAY			$1,000.00		
	NRES-23-83 LT		07/12/2024	REFUND - 12447 ROSSAVEAL WAY			$13,000.00		
	NRES-23-147 C		07/12/2024	REFUND - 12453 ROSSAVEAL WAY			$1,000.00		
	NRES-23-145 C		07/12/2024	REFUND - 12412 PORTRUSH LN			$1,000.00		
25440	07/22/2024	Open			Accounts Payable	SOSIN, ARNOLD & SCHOENBECK LTD	$1,000.00		
	Invoice		Date	Description			Amount		
	135332		07/12/2024	JUNE ADJUDICATION			$1,000.00		
25441	07/22/2024	Open			Accounts Payable	SOUTHWEST DIGITAL PRINTING INC	$50.00		
	Invoice		Date	Description			Amount		
	07-24-05ma		07/12/2024	JULY 2024			$50.00		
25442	07/22/2024	Open			Accounts Payable	STANDARD EQUIPMENT COMPANY	$1,246.44		
	Invoice		Date	Description			Amount		
	P50815		06/26/2024	sweeper parts			$1,246.44		
25443	07/22/2024	Open			Accounts Payable	THIRD MILLENIUM ASSOCIATES INC	$7,158.40		
	Invoice		Date	Description			Amount		
	31653		07/12/2024	2024-2025 VEHICLE STICKER PROGRAM			$7,158.40		
25444	07/22/2024	Open			Accounts Payable	TREASURER, STATE OF ILLINOIS	$5.00		
	Invoice		Date	Description			Amount		
	2024081376-2		07/12/2024	C. PIASECKI			$5.00		
25445	07/22/2024	Open			Accounts Payable	VILLAGE OF HOMER GLEN	$1,715.47		
	Invoice		Date	Description			Amount		
	24-07-16 VHG		07/12/2024	FEB- APRIL SALES TAX REABATE			$1,715.47		
25446	07/22/2024	Open			Accounts Payable	WEEDS, INC.	$1,643.00		
	Invoice		Date	Description			Amount		
	0062853		07/01/2024	weed control Stephen & Bossert			$1,643.00		

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25447	07/22/2024	Open			Accounts Payable	CALLAGHAN, JOHN	$60.00		
	Invoice		Date	Description		Amount			
	24-07-17 JC		07/12/2024	REFUND ON VEHICLE STICKER		$60.00			
25448	07/22/2024	Open			Accounts Payable	GAIDUKEVICIUS, DARIUS	$1,000.00		
	Invoice		Date	Description		Amount			
	ROOF-24-41 C		07/12/2024	Bond Refund		$1,000.00			
25449	07/22/2024	Open			Accounts Payable	GUAJARDO, GILBERT	$1,000.00		
	Invoice		Date	Description		Amount			
	DECK-24-13 C		07/12/2024	REFUND - 12983 SUNRISE DR		$1,000.00			
25450	07/23/2024	Open			Accounts Payable	BETHANY LUTHERAN CHURCH	$2,000.00		
	Invoice		Date	Description		Amount			
	24-07-18		07/17/2024	Mayor's Charity Fund Award		$2,000.00			
25451	07/23/2024	Open			Accounts Payable	BOY SCOUT TROOP 149	$1,000.00		
	Invoice		Date	Description		Amount			
	24-07-18		07/17/2024	Mayor's Charity Fund Award		$1,000.00			
25452	07/23/2024	Open			Accounts Payable	BOY SCOUTS OF AMERICA, TROOP 49	$600.00		
	Invoice		Date	Description		Amount			
	24-07-18		07/17/2024	Mayor's Charity Fund Award		$600.00			
25453	07/23/2024	Open			Accounts Payable	COMMUNITY NUTRITION NETWORK & SENIOR SERVICE ASSN.	$500.00		
	Invoice		Date	Description		Amount			
	24-07-18		07/17/2024	Mayor's Charity Fund Award		$500.00			
25454	07/23/2024	Open			Accounts Payable	CUB SCOUT PACK 249	$300.00		
	Invoice		Date	Description		Amount			
	24-07-18		07/17/2024	Mayor's Charity Fund Award		$300.00			
25455	07/23/2024	Open			Accounts Payable	ELLIE STRONG FOREVER NFP	$1,000.00		
	Invoice		Date	Description		Amount			
	24-07-18		07/17/2024	Mayor's Charity Fund Award		$1,000.00			
25456	07/23/2024	Open			Accounts Payable	FRIENDS OF THE LEMONT PUBLIC LIBRARY	$500.00		
	Invoice		Date	Description		Amount			
	24-07-18		07/17/2024	Mayor's Charity Fund Award		$500.00			
25457	07/23/2024	Open			Accounts Payable	HOPE AND FRIENDSHIP FOUNDATION	$2,000.00		
	Invoice		Date	Description		Amount			
	24-07-18		07/17/2024	Mayor's Charity Fund Award		$2,000.00			
25458	07/23/2024	Open			Accounts Payable	LEMONT AREA HISTORICAL SOCIETY	$5,000.00		
	Invoice		Date	Description		Amount			
	24-07-18		07/17/2024	Mayor's Charity Fund Award		$5,000.00			

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25459	07/23/2024	Open			Accounts Payable	LEMONT CHRISTIAN MINISTERIAL ASSOC.	$750.00		
	Invoice		Date	Description		Amount			
	24-07-18		07/17/2024	Mayor's Charity Fund Award		$750.00			
25460	07/23/2024	Open			Accounts Payable	LEMONT CITIZEN'S POLICE ACADEMY ALUMNI ASSOCIATION	$500.00		
	Invoice		Date	Description		Amount			
	24-07-18		07/17/2024	Mayor's Charity Fund Award		$500.00			
25461	07/23/2024	Open			Accounts Payable	LEMONT GIRL SCOUTS SERVICE UNIT 724	$750.00		
	Invoice		Date	Description		Amount			
	24-07-18		07/17/2024	Mayor's Charity Fund Award		$750.00			
25462	07/23/2024	Open			Accounts Payable	LEMONT HIGH SCHOOL BAND PARENTS ASSOCIATION	$500.00		
	Invoice		Date	Description		Amount			
	24-07-18		07/17/2024	Mayor's Charity Fund Award		$500.00			
25463	07/23/2024	Open			Accounts Payable	LEMONT HIGH SCHOOL DIST 210	$1,000.00		
	Invoice		Date	Description		Amount			
	24-07-18		07/17/2024	Mayor's Charity Fund Award		$1,000.00			
25464	07/23/2024	Open			Accounts Payable	LEMONT HIGH SCHOOL EDUCATIONAL FOUNDATION	$1,500.00		
	Invoice		Date	Description		Amount			
	24-07-18		07/17/2024	Mayor's Charity Fund Award		$1,500.00			
25465	07/23/2024	Open			Accounts Payable	LEMONT JUNIOR WOMAN'S CLUB	$1,000.00		
	Invoice		Date	Description		Amount			
	24-07-18		07/17/2024	Mayor's Charity Fund Award		$1,000.00			
25466	07/23/2024	Open			Accounts Payable	LEMONT JUNIORETTES	$1,000.00		
	Invoice		Date	Description		Amount			
	24-07-18		07/17/2024	Mayor's Charity Fund Award		$1,000.00			
25467	07/23/2024	Open			Accounts Payable	LEMONT KNIGHTS OF COLUMBUS	$750.00		
	Invoice		Date	Description		Amount			
	24-07-18		07/17/2024	Mayor's Charity Fund Award		$750.00			
25468	07/23/2024	Open			Accounts Payable	LEMONT LIONS FOUNDATION	$1,500.00		
	Invoice		Date	Description		Amount			
	24-07-18		07/17/2024	Mayor's Charity Fund Award		$1,500.00			
25469	07/23/2024	Open			Accounts Payable	LEMONT PARK FOUNDATION	$1,500.00		
	Invoice		Date	Description		Amount			
	24-07-18		07/17/2024	Mayor's Charity Fund Award		$1,500.00			
25470	07/23/2024	Open			Accounts Payable	LEMONT POLICE BENEVOLENT ASSOCIATION	$1,500.00		
	Invoice		Date	Description		Amount			
	24-07-18		07/17/2024	Mayor's Charity Fund Award		$1,500.00			
25471	07/23/2024	Open			Accounts Payable	LEMONT TOWNSHIP SENIOR ASSOCIATION	$2,000.00		
	Invoice		Date	Description		Amount			
	24-07-18		07/17/2024	Mayor's Charity Fund Award		$2,000.00			

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25472	07/23/2024	Open			Accounts Payable	LEMONT VFW 5819 AUXILIARY	$1,000.00		
	Invoice		Date	Description		Amount			
	24-07-18		07/17/2024	Mayor's Charity Fund Award		$1,000.00			
25473	07/23/2024	Open			Accounts Payable	LEMONT VFW POST 5819	$1,750.00		
	Invoice		Date	Description		Amount			
	24-07-18		07/17/2024	Mayor's Charity Fund Award		$1,750.00			
25474	07/23/2024	Open			Accounts Payable	LITTLE MOUNTAIN COMMUNITY THEATRE NFP	$1,000.00		
	Invoice		Date	Description		Amount			
	24-07-18		07/17/2024	Mayor's Charity Fund Award		$1,000.00			
25475	07/23/2024	Open			Accounts Payable	ROTARY CLUB OF LEMONT HOMER GLEN	$1,000.00		
	Invoice		Date	Description		Amount			
	24-07-18		07/17/2024	Mayor's Charity Fund Award		$1,000.00			
25476	07/23/2024	Open			Accounts Payable	SCHOOL DISTRICT 113A EDUCATIONAL FOUNDATION	$1,500.00		
	Invoice		Date	Description		Amount			
	24-07-18		07/17/2024	Mayor's Charity Fund Award		$1,500.00			
25477	07/23/2024	Open			Accounts Payable	SENIORS AND LAW ENFORCEMENT TOGETHER (SALT)	$500.00		
	Invoice		Date	Description		Amount			
	24-07-18		07/17/2024	Mayor's Charity Fund Award		$500.00			
25478	07/23/2024	Open			Accounts Payable	SS CYRIL & METHODIUS PARISH	$750.00		
	Invoice		Date	Description		Amount			
	24-07-18		07/17/2024	Mayor's Charity Fund Award		$750.00			
25479	07/23/2024	Open			Accounts Payable	ST. ALPHONSUS AND ST. PATRICK PARISH	$750.00		
	Invoice		Date	Description		Amount			
	24-07-18		07/17/2024	Mayor's Charity Fund Award - FOR SPRED GROUP		$750.00			
25480	07/23/2024	Open			Accounts Payable	THE FORGE CHARITABLE ADVENTURES NFP	$2,000.00		
	Invoice		Date	Description		Amount			
	24-07-18		07/17/2024	Mayor's Charity Fund Award		$2,000.00			
Type Check Totals:					77 Transactions		$318,037.80		
EFT									
3285	07/22/2024	Open			Accounts Payable	ALL TOGETHER LLC	$7,280.00		
	Invoice		Date	Description		Amount			
	21528 AT		07/12/2024	JULY 2024 SERVICES		$7,280.00			
3286	07/22/2024	Open			Accounts Payable	ALPHA BUILDING MAINTENANCE SERVICES INC	$4,391.36		
	Invoice		Date	Description		Amount			
	23092 VL		07/12/2024	JULY CLEANING		$4,391.36			
3287	07/22/2024	Open			Accounts Payable	AVALON PETROLEUM COMPANY	$20,867.96		
	Invoice		Date	Description		Amount			
	000773		06/07/2024	1921 gallons regular		$6,180.62			
	000794		06/19/2024	1500 gallons regular		$5,091.00			

Payment Register

From Payment Date: 7/9/2024 - To Payment Date: 7/24/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	040640		06/25/2024	1301 gallons diesel		$4,179.72			
	000811		06/27/2024	1625 gallons regular		$5,416.62			
3288	07/22/2024	Open			Accounts Payable	BEECHEN & DILL HOMES INC	$6,000.00		
	Invoice		Date	Description		Amount			
	NRES-23-98 L		07/12/2024	REFUND 12276 COPPER RIDGE CT		$5,000.00			
	NRES-23-116 C		07/12/2024	REFUND - 12256 COPPER RIDGE DR.		$1,000.00			
3289	07/22/2024	Open			Accounts Payable	BILLIG, PEGGY	$350.00		
	Invoice		Date	Description		Amount			
	0158 PB		07/12/2024	PZC MINUTES		$350.00			
3290	07/22/2024	Open			Accounts Payable	BURNS MECHANICAL INC	$400.00		
	Invoice		Date	Description		Amount			
	17013		07/09/2024	rpz tests		$400.00			
3291	07/22/2024	Open			Accounts Payable	CYLINDERS, INC.	$224.61		
	Invoice		Date	Description		Amount			
	14622		06/25/2024	repair		$224.61			
3292	07/22/2024	Open			Accounts Payable	EJ USA, INC	$674.46		
	Invoice		Date	Description		Amount			
	110240045391		07/01/2024	storm manhole grates		$674.46			
3293	07/22/2024	Open			Accounts Payable	GOVERNMENTAL CONSULTING SOLUTIONS INC	$3,000.00		
	Invoice		Date	Description		Amount			
	6541 GCS		07/12/2024	JULY 2024 SERVICES		$3,000.00			
3294	07/22/2024	Open			Accounts Payable	HY-TEST SAFETY SHOE SERVICE	$293.98		
	Invoice		Date	Description		Amount			
	5032163		07/09/2024	uniforms		$293.98			
3295	07/22/2024	Open			Accounts Payable	K-FIVE HODGKINS LLC	$1,844.80		
	Invoice		Date	Description		Amount			
	58808		07/10/2024	24GM blacktop		$1,844.80			
3296	07/22/2024	Open			Accounts Payable	KRISTIAN GIST CREATIVE	$2,800.00		
	Invoice		Date	Description		Amount			
	133 6/4/24		07/12/2024	JUNE 2024 SERVICES		$2,800.00			
3297	07/22/2024	Open			Accounts Payable	LEMONT PUBLIC LIBRARY DISTRICT	$4,513.23		
	Invoice		Date	Description		Amount			
	24-06-30 LIB		07/12/2024	LAND CASH MAY-JUNE 2024		$4,513.23			
3298	07/22/2024	Open			Accounts Payable	LOOK NU, LLC	$6.00		
	Invoice		Date	Description		Amount			
	1124 LN		07/12/2024	JUNE - PD WASH		$6.00			
3299	07/22/2024	Open			Accounts Payable	LYONS ELECTRIC CO	$735.00		
	Invoice		Date	Description		Amount			
	19224		06/30/2024	24GM traffic signal maintenance local		$735.00			
3300	07/22/2024	Open			Accounts Payable	NORWALK TANK CO.	$399.89		
	Invoice		Date	Description		Amount			
	193565		07/01/2024	sewer rings		$399.89			

Payment Register

From Payment Date: 7/9/2024 - To Payment Date: 7/24/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
3301	07/22/2024	Open			Accounts Payable	PARAMONT-EO INC. CREST LIGHTING	$14,754.24		
	Invoice		Date	Description			Amount		
	S701378139.002		07/01/2024	planter brackets			$14,370.00		
	S701399350.001		06/27/2024	GFCI outlets			$384.24		
3302	07/22/2024	Open			Accounts Payable	PAYLOCITY CORPORATION	$808.30		
	Invoice		Date	Description			Amount		
	INV2167423		07/12/2024	JULY 2024			$808.30		
3303	07/22/2024	Open			Accounts Payable	PRESECKY, BRIGID	$600.00		
	Invoice		Date	Description			Amount		
	07142024		07/12/2024	PRINCESS HERO WALK - MABELS MARKET			$600.00		
3304	07/22/2024	Open			Accounts Payable	PROSHRED SECURITY	$61.78		
	Invoice		Date	Description			Amount		
	1469463		07/12/2024	VH SHREDDING			$61.78		
3305	07/22/2024	Open			Accounts Payable	QUINLAN SECURITY SYSTEMS	$290.28		
	Invoice		Date	Description			Amount		
	35000		07/01/2024	door access			$290.28		
3306	07/22/2024	Open			Accounts Payable	RAINBOW PRINTING	$89.95		
	Invoice		Date	Description			Amount		
	415813		07/12/2024	N. RANKOVICH BUSINESS CARDS			$89.95		
3307	07/22/2024	Open			Accounts Payable	RAY O'HERRON CO., INC.	$255.93		
	Invoice		Date	Description			Amount		
	2352376		07/12/2024	T. BARNACLE UNIFORM			$109.98		
	2352375		07/12/2024	A. BEMBENEK UNIFORM			$145.95		
3308	07/22/2024	Open			Accounts Payable	RUSSO POWER EQUIPMENT	$697.82		
	Invoice		Date	Description			Amount		
	SPI20734837		07/10/2024	mower parts			$697.82		
3309	07/22/2024	Open			Accounts Payable	TATE, JAMIE, M	$9,161.80		
	Invoice		Date	Description			Amount		
	24-11 JT		07/12/2024	5/13/24-5/26/24 planning services			$2,483.80		
	24-10 JT		07/12/2024	5/1/24-5/12/24 planning services			$3,286.40		
	24-12 JT		07/12/2024	5/24/24-6/9/24 planning services			$3,391.60		
3310	07/22/2024	Open			Accounts Payable	TIFCO INDUSTRIES	$256.45		
	Invoice		Date	Description			Amount		
	71989165		06/17/2024	parts			$256.45		
3311	07/22/2024	Open			Accounts Payable	TRUE BLUE CAR WASH	$413.00		
	Invoice		Date	Description			Amount		
	INV-5348		07/12/2024	JUNE 2024 LPD & LEMA WASHES			$413.00		
3312	07/22/2024	Open			Accounts Payable	UNDERGROUND PIPE & VALVE CO INC	$1,830.00		
	Invoice		Date	Description			Amount		
	066964		06/03/2024	repair supplies			$1,830.00		
3313	07/22/2024	Open			Accounts Payable	UNIFIRST CORPORATION	$200.52		
	Invoice		Date	Description			Amount		
	1201086169		07/12/2024	1658751 - Village Hall carpet mats			$100.26		

Payment Register

From Payment Date: 7/9/2024 - To Payment Date: 7/24/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	1201083607		07/12/2024	1658751 - Village Hall carpet mats		$100.26			
3314	07/22/2024	Open			Accounts Payable	WATER RESOURCES INC	$4,288.40		
	Invoice		Date	Description		Amount			
	37405		07/15/2024	water meters		$985.40			
	37406		07/15/2024	water meters		$3,303.00			
3315	07/22/2024	Open			Accounts Payable	WILLOWBROOK FORD INC	$105,137.88		
	Invoice		Date	Description		Amount			
	6421979		06/12/2024	repair 21-3		$345.82			
	RF48830		07/10/2024	2024 Ford F250		$52,396.03			
	RF47562		07/10/2024	2024 Ford F250		$52,396.03			
Type EFT Totals:					31 Transactions		$192,627.64		

FM-Clearing - Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	76	$318,036.80	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	1	$1.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	77	$318,037.80	$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	31	$192,627.64	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Total	31	$192,627.64	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	107	$510,664.44	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	1	$1.00	$0.00

Village of Lemont

Payment Register

From Payment Date: 7/9/2024 - To Payment Date: 7/24/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name		Transaction Amount	Reconciled Amount	Difference
					Stopped	0	$0.00		$0.00	
					Total	108	$510,665.44		$0.00	

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	76	$318,036.80	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	1	$1.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	77	$318,037.80	$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	31	$192,627.64	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Total	31	$192,627.64	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	107	$510,664.44	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	1	$1.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	108	$510,665.44	$0.00

Village of Lemont

Refunds in OpenGov

Building Permits/Contractor Licenses

7/1-

Date Paid	Permit #	Permit Type	Applicant Name	Amount	Refund Method
7/5/2024	ROOF 24-86	Roof Permit	Fredy Solis	$ 1,000.00	Credit Card
7/1/2024	PATI 24-29	Patio Permit	James Lahey	$ 1,000.00	Credit Card
7/2/2024	NRES 23-10	New Construction	Frank Dimperio	$ 1,000.00	Credit Card
7/2/2024	IRRI 24-32	Irrigation Permit	Pedro Chavez	$ 85.00	Echeck
7/12/2024	DECK 24-32	Deck Permit	Nicolae	$ 1,000.00	Credit Card
7/16/2024	NRES 22-9	New Construction	Joe Rice	$ 1,000.00	Credit Card
7/16/2024	ROOF 24-66	Roof Permit	Fredy Solis	$ 1,000.00	Credit Card
7/16/2024	ROOF 24-77	Roof Permit	Mindaugas Majauskas	$ 1,000.00	Credit Card

Total Refunds $ 7,085.00

NOTE: These are refunds processed in the online permitting software, OpenGov.

418 Main Street | Lemont, IL 60439

TO: Village Board Meeting
FROM: Jason Berry, Community Development
THROUGH:
SUBJECT: A Resolution Amending Resolution R-8-24 Approving a Plat of Easement (Watermain for Maley Road)
DATE: July 22, 2024

SUMMARY/BACKGROUND
A plat of easement was approved in January 2024 for a watermain over Maley Road for the redevelopment of 13275 and 13337 Main Street (J. B. Hunt). Due to security requirements at IMTT, the easement needed to be shortened. This amendment provides that change.

ANALYSIS

Consistency with Village Policy

STAFF RECOMMENDATION
Approve the Resolution.

BOARD ACTION REQUESTED
Motion to Approve the Resolution.

ATTACHMENTS
A Resolution Amending Resolution R-8-24 Approving a Plat of Easement (Watermain for Maley Road)

VILLAGE OF LEMONT

RESOLUTION NO. _____

A RESOLUTION AMENDING RESOLUTION R-8-24 APPROVING A PLAT OF EASEMENT

(Watermain for Maley Road)

ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT THIS ____ DAY OF _____, 2024

Published in pamphlet form by Authority of the President and Board of Trustees of the Village of Lemont, Counties of Cook, Will and DuPage, Illinois, this ____ day of _____, 2024

RESOLUTION NO. _____

A RESOLUTION AMENDING RESOLUTION R-8-24 APPROVING A PLAT OF EASEMENT

(Watermain for Maley Road)

WHEREAS, the Compass Surveying LTD has prepared a revised Plat of Easement dated June 4, 2024 for a water main over Maley Road, a private road owned by IMTT-Illinois, LLC, attached hereto and legally described in Exhibit A; and

WHEREAS, the easement will grant the Village of Lemont access to the watermain; and

WHEREAS, the plat of easement as reviewed in accordance with Title 17 of Lemont, Illinois Municipal Code, Lemont Unified Development Ordinance and approved by the Planning and Economic Development Director and the Village Engineer; and

WHEREAS, the President and Board of Trustees have determined that the proposed plat of easement is in the best interest of the Village of Lemont.

BE IT RESOLVED by the President and Board of Trustees of the Village of Lemont, Counties of Cook, DuPage, and Will, Illinois, as follows:

SECTION ONE: **Incorporation of Recitals**. The foregoing findings and recitals are hereby adopted as Section 1 of this Resolution and are incorporated by reference as if set forth verbatim herein.

SECTION TWO: Plat Approval. The Plat of Easement for Maley Road, which is attached hereto and made part hereof as Exhibit A, is hereby approved

APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DUPAGE, ILLINOIS, ON THIS ____ DAY OF _____, 2024.

PRESIDENT AND VILLAGE BOARD MEMBERS:

	AYES:	NAYS:	ABSENT:	ABSTAIN
Janelle Kittridge	_____	_____	_____	_____
Dave Maher	_____	_____	_____	_____
Ken McClafferty	_____	_____	_____	_____
Kevin Shaughnessy	_____	_____	_____	_____
Rick Sniegowski	_____	_____	_____	_____
Ron Stapleton	_____	_____	_____	_____

_____

JOHN EGOFSKE, Village President

Attest:

_____

CHARLENE M. SMOLLEN, Village Clerk

EXHIBIT A

PIN 22-14-300-039

PLAT OF EASEMENT
OVER

PART OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

OWNER'S CERTIFICATE

STATE OF _____)
) SS
COUNTY OF _____)

THIS IS TO CERTIFY THAT IMTT-ILLINOIS LLC, A DELAWARE LIMITED LIABILITY COMPANY, IS THE OWNER OF THE LAND DESCRIBED HEREON, AND HAS CAUSED THE SAME TO BE PLATTED AS INDICATED HEREON FOR THE USES AND PURPOSES THEREIN SET FORTH AND HEREBY ACKNOWLEDGES AND ADOPTS THE SAME UNDER THE STYLE AND TITLE AFORESAID.

DATED AT _____, _____.

THIS _____ DAY OF _____, A.D., 20 _____.

OWNER NAME: _____

ADDRESS: _____

BY: _____ ATTEST: _____
SIGNATURE SIGNATURE

TITLE: _____ TITLE: _____
PRINT TITLE PRINT TITLE

NOTARY'S CERTIFICATE

STATE OF _____)
) SS
COUNTY OF _____)

I, _____, A NOTARY PUBLIC IN AND FOR THE SAID COUNTY IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT

_____(PRINT NAME), _____ (TITLE), AND

_____(PRINT NAME), _____(TITLE), OF SAID LIMITED LIABILITY COMPANY, WHO ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH

_____ AND _____ RESPECTFULLY, APPEARED BEFORE ME THIS DAY IN PERSON AND JOINTLY AND SEVERALLY ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID LIMITED LIABILITY COMPANY, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL

THIS _____ DAY OF _____ A.D., 20___

_____
NOTARY PUBLIC SIGNATURE

_____
(PRINT NAME)

PRESIDENT AND BOARD OF TRUSTEES CERTIFICATE

STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

APPROVED AND ACCEPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COOK, DUPAGE AND WILL COUNTIES, ILLINOIS AT A PUBLIC MEETING HELD:

THIS _____ DAY OF _____, 20_____.

BY: _____
PRESIDENT

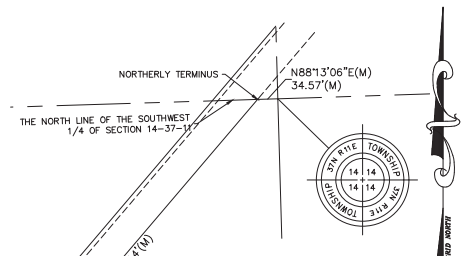
ATTEST: _____
VILLAGE CLERK

LEGAL DESCRIPTION: (WATERMAIN EASEMENT)

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTHERLY LINE (AS SAID NORTHERLY LINE HAS BEEN MONUMENTED) OF PROPERTY CONVEYED TO NORTHERN ILLINOIS GAS COMPANY BY DEED RECORDED AS DOCUMENT 18785599, WITH THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 14; THENCE WESTERLY ALONG SAID NORTHERLY LINE, A DISTANCE OF 70.61 FEET TO AN ANGLE POINT IN SAID LINE; THENCE WESTERLY ALONG SAID NORTHERLY LINE, A DISTANCE OF 527.69 FEET TO THE INTERSECTION WITH A LINE 339.09 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF THE WEST 1724.34 FEET OF THE SOUTHWEST QUARTER OF SAID SECTION 14 AND THE POINT OF BEGINNING; THENCE NORTH ALONG SAID PARALLEL LINE, A DISTANCE OF 1469.80 FEET TO A POINT ON A LINE WHICH HAS, AS ITS NORTHERLY TERMINUS, A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 14 WHICH IS 34.57 FEET WEST OF THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER, AND WHICH PASSES 50.00 FEET (MEASURED PERPENDICULARLY) SOUTHEASTERLY OF A POINT 1709.62 FEET (MEASURED PERPENDICULARLY) EAST FROM THE WEST LINE AND 1704.90 FEET (MEASURED PERPENDICULARLY) NORTH FROM THE SOUTH LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTH 40 DEGREES 24 MINUTES 46 SECONDS WEST ALONG THE LAST DESCRIBED LINE AND ALSO BEING THE SOUTHEAST LINE OF INGRESS AND EGRESS EASEMENT PER DOC. 27512935, A DISTANCE OF 374.12 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 40 DEGREES 24 MINUTES 46 SECONDS WEST ALONG SAID SOUTHEAST LINE, 14.00 FEET; THENCE NORTH 49 DEGREES 19 MINUTES 52 SECONDS WEST, 11.00 FEET TO A LINE PARALLEL WITH AND 11.00 FEET NORTHWEST OF, AS MEASURED AT RIGHT ANGLES TO, SAID SOUTHEAST LINE; THENCE SOUTH 40 DEGREES 24 MINUTES 46 SECONDS WEST, ALONG SAID PARALLEL LINE, 1284.51 FEET; THENCE SOUTH 78 DEGREES 08 MINUTES 14 SECONDS WEST, 47.60 FEET; THENCE NORTH 11 DEGREES 51 MINUTES 46 SECONDS WEST, AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 10.00 FEET; THENCE NORTH 78 DEGREES 08 MINUTES 14 SECONDS EAST, AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 44.18 FEET TO A LINE PARALLEL WITH AND 21.00 FEET NORTHWEST OF, AS MEASURED AT RIGHT ANGLES TO, SAID SOUTHEAST LINE; THENCE NORTH 40 DEGREES 24 MINUTES 46 SECONDS EAST ALONG SAID PARALLEL LINE, 1295.14 FEET; THENCE SOUTH 49 DEGREES 19 MINUTES 52 SECONDS EAST, 21.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

GRAPHIC SCALE

100 0 50 100 200 400
(IN FEET)
1 inch = 100 ft.



WATERMAIN EASEMENT PROVISION FOR MALEY ROAD, A PRIVATE ROAD OWNED BY IMTT-ILLINOIS LLC

A NON-EXCLUSIVE PERPETUAL EASEMENT IS HEREBY RESERVED AND GRANTED TO THE VILLAGE OF LEMONT (THE 'VILLAGE'), AND ITS SUCCESSORS AND ASSIGNS, OVER ALL AREAS DESIGNATED "WATERMAIN EASEMENT" ON THE PLAT, TO CONSTRUCT, RECONSTRUCT, REPAIR, INSPECT, MAINTAIN AND OPERATE UNDERGROUND WATER TRANSMISSION AND DISTRIBUTION SYSTEMS AND LINES (EXCLUDING SANITARY SEWERS, STORM SEWERS OR OTHER UTILITIES) WITHIN THE WATERMAIN EASEMENT AREA OF THE PROPERTY SHOWN ON THE PLAT, TOGETHER WITH THE RIGHT OF REASONABLE ACCESS FOR NECESSARY LABOR, MATERIALS AND EQUIPMENT TO DO ANY OF THE ABOVE WORK.

THE RIGHT IS ALSO GRANTED TO CUT DOWN, TRIM OR REMOVE, WITHOUT OBLIGATION TO RESTORE OR REPLACE, ANY OBSTRUCTION, INCLUDING BUT NOT LIMITED TO TREES, SHRUBS, OTHER PLANTS, STRUCTURES OR IMPROVEMENTS ON THE EASEMENT THAT INTERFERE WITH THE OPERATION OF SUCH WATERMAIN. NO PERMANENT BUILDINGS OR STRUCTURES SHALL BE PLACED ON SAID EASEMENT, BUT SAME MAY BE USED FOR CONCRETE, ASPHALT, GRAVEL OR OTHER ROADS, GARDENS, LANDSCAPE AREAS, AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS. THE OWNER SHALL HAVE THE RIGHT TO GRANT EASEMENTS LOCATED INSIDE OR OUTSIDE OF THE WATERMAIN EASEMENT AREA TO OTHER GOVERNMENTAL AUTHORITIES, PUBLIC UTILITY COMPANIES AND OTHER PARTIES FOR UTILITIES; PROVIDED, THAT SUCH UTILITIES DO NOT INTERFERE WITH THE USES OR RIGHTS GRANTED TO THE VILLAGE OF LEMONT HEREIN.

PERPETUAL EASEMENTS ARE HEREBY RESERVED FOR AND GRANTED TO THE VILLAGE AND OTHER GOVERNMENTAL AUTHORITIES HAVING JURISDICTION OF THE LAND, OVER THE ENTIRE WATERMAIN EASEMENT AREA FOR INGRESS, EGRESS, AND THE PERFORMANCE OF MUNICIPAL AND OTHER GOVERNMENTAL SERVICES INCLUDING WATER SERVICE AND MAINTENANCE AND EMERGENCY AND ROUTINE POLICE, FIRE, AND OTHER PUBLIC SAFETY RELATED SERVICES.

FOLLOWING ANY WORK TO BE PERFORMED BY VILLAGE PERMITEES OR LICENSEES WITH PERMITS FROM THE VILLAGE, IN THE EXERCISE OF THE EASEMENT RIGHTS GRANTED HEREIN, THE VILLAGE SHALL REQUIRE SAID ENTITIES TO PROMPTLY MAKE ALL SURFACE RESTORATIONS, INCLUDING BUT NOT LIMITED TO THE FOLLOWING: BACKFILL ANY TRENCH, RESTORE CONCRETE, ASPHALT AND GRAVEL SURFACES, TOPSOIL AND SEED, REMOVE EXCESS DEBRIS, AND MAINTAIN AREA IN A GENERALLY CLEAN AND WORKMANLIKE CONDITION. ALL SAID RESTORATION SHALL BE COMPLETED IN ACCORDANCE WITH VILLAGE STANDARDS AND SUBJECT TO VILLAGE APPROVAL.

FOLLOWING ANY WORK PERFORMED BY THE VILLAGE IN THE EXERCISE OF ITS EASEMENT RIGHTS GRANTED HEREIN, THE VILLAGE SHALL PROMPTLY MAKE THE SAME SURFACE RESTORATIONS REQUIRED OF ITS PERMITEES OR LICENSEES AS SET FORTH ABOVE.

SUBJECT TO THE TERMS OF THIS EASEMENT AND ANY OTHER EASEMENTS GRANTED BY THE OWNER, THE OWNER SHALL RESERVE ANY AND ALL RIGHTS TO USE MALEY ROAD AND THE WATERMAIN EASEMENT AREA.

THE VILLAGE SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS IMTT AND ITS SUBSIDIARIES AND AFFILIATES, AND THEIR RESPECTIVE OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES AND CONTRACTORS FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, DEMANDS, SUITS, JUDGEMENTS, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES) ARISING OUT OF OR RELATING TO THE USE OF THIS EASEMENT BY THE VILLAGE OR ITS CONTRACTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, PERMITEES OR LICENSEES (COLLECTIVELY, THE 'VILLAGE PARTIES'), THE NEGLIGENCE OF, OR THE VIOLATION OF ANY LAWS, CODES OR ORDINANCES BY, THE VILLAGE PARTIES IN THEIR EXERCISE OF ANY RIGHT IN THIS EASEMENT, OR THE BREACH OF THIS EASEMENT BY THE VILLAGE, EXCEPT TO THE EXTENT CAUSED BY THE NEGLIGENCE OF THE OWNER.

SURVEYOR'S STATEMENT

THE ABOVE PLAT WAS PREPARED UNDER MY DIRECT SUPERVISION FROM EXISTING RECORDS, MAPS, PLATS, AND FIELD MEASUREMENTS.

COMPASS SURVEYING LTD
PROFESSIONAL DESIGN FIRM
LAND SURVEYOR CORPORATION NO. 184.002778
LICENSE EXPIRES 4/30/2025

BY: _____ DATE: 01/31/24

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3509

LICENSE EXPIRES 11/30/2024

ABBREVIATIONS

O.D.I.P. = OUTSIDE DIAMETER IRON PIPE
N = NORTH
S = SOUTH
E = EAST
W = WEST
(R) = RECORD BEARING OR DISTANCE
(M) = MEASURED BEARING OR DISTANCE
(C) = CALCULATED BEARING OR DISTANCE
(D) = DEED BEARING OR DISTANCE
B.S.L. = BUILDING SETBACK LINE
U.E. = UTILITY EASEMENT
D.E. = DRAINAGE EASEMENT
P.U.E. = PUBLIC UTILITY EASEMENT
P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
P.U. & D.E. = PUBLIC UTILITY AND DRAINAGE EASEMENT

J:\PSDATA\2023 PROJECTS\23.0113\23.0113-02 EASEMENT\23.0113-02-EASEMENT GRANT.DWG

PROJ. No. 23.0113-02 | 1 OF 1 | SCALE: 1" = 100'

COMPASS SURVEYING LTD
ALTA SURVEYS ● TOPOGRAPHY ● CONSTRUCTION STAKING
2631 GINGER WOODS PARKWAY, STE. 100
AURORA, IL 60502
PHONE: (630) 820-9100 FAX: (630) 820-7030 EMAIL: ADMIN@CLSURVEYING.COM

PROJECT: PLAT OF EASEMENT
Lemont, Cook County, Illinois

CLIENT: Kimley Horn & Associates
4201 Winfield Road, Suite 600
Warrenville IL 60555

DATE: 09-14-23 | PC N/A | DRAWN BY MP | CHECKED BY MP | BOOK N/A PG N/A

NO.	REVISIONS	DATE	BY
1.	REVISE EASEMENT PROVISIONS	10/02/23	MP
2.	REVISE PER REVIEW COMMENT EMAIL DATED 10/11/23	11/01/23	MP
3.	REVISE EASEMENT CONFIGURATION	11/21/23	MP
4.	REVISE EASEMENT CONFIGURATION AND LEGAL	12/18/23	MP
5.	REVISE EASEMENT DESIGNATION AND OWNERS CERT.	12/19/23	MP
6.	REVISE EASEMENT PROVISIONS AND ADD LEGAL DESCRIPTION	12/21/23	MP
7.	REVISE LEGAL PER COMMENT EMAIL DATED 01/09/24	01/31/24	MP
8.	REVISE EASEMENT PER EMAIL DATED 05/31/24	06/04/24	DN

418 Main Street | Lemont, IL 60439

TO: Village Board Meeting
FROM: Jason Berry, Community Development
THROUGH:
SUBJECT: A Resolution Approving a Contract with Krause Construction, Inc. for Renovations to the Lemont Village Hall
DATE: July 22, 2024

SUMMARY/BACKGROUND
Staff has been working with Tria Architects on a plan to remodel the first floor of Village Hall, replacing open areas with dedicated offices by reducing the amount of filing space (consistent with the Building Division's switch to online permits and plan review), adding an ADA compatible window for the Building Division, eliminating a conference room in favor of additional work stations, and some minor enhancements to the Finance Clerk areas. The remodel will consolidate Community Development staff as well as create room that will allow the Finance Department to bring a staff member to Village Hall.

In addition to design services, Tria was also requested to provide bidding phase services. Two bids were received on June 12, 2024. Tria has reviewed the qualifications of the low bid contractor and recommends awarding the contract to Krause Construction, Inc. for the amount of $152,700.00.

ANALYSIS
The requested purchase is budgeted for and $200,000 in total (construction plus furniture); the bid is within our budget.

Consistency with Village Policy

STAFF RECOMMENDATION
Approve the Resolution.

BOARD ACTION REQUESTED
Motion to Approve the Resolution.

ATTACHMENTS
A Resolution Approving a Contract with Krause Construction, Inc. for Renovations to the Lemont Village Hall
2024-07-02 Tria Architects Letter of Recommendation
2024-05-22 Project Manual Issued for Bid
2024-05-22 Village Hall Renovations drawings
2024-06-12 Bid Form Krause Construction

VILLAGE OF LEMONT

RESOLUTION
NUMBER R-___-24

A RESOLUTION APPROVING A CONTRACT WITH KRAUSE CONSTRUCTION, INC. FOR RENOVATIONS TO THE VILLAGE HALL

JOHN EGOFSKE, Village President
CHARLENE M. SMOLLEN, Clerk

JANELLE KITTRIDGE
DAVE MAHER
KEN MCCLAFFERTY
KEVIN SHAUGHNESSY
RICK SNIEGOWSKI
RON STAPLETON
Trustees

Published in pamphlet form by authority of the Village President and Board of Trustees of the Village of Lemont on 7-__-2024

RESOLUTION NO. R-_____-24

A RESOLUTION APPROVING A CONTRACT WITH KRAUSE CONSTRUCTION, INC. FOR RENOVATIONS TO THE LEMONT VILLAGE HALL

WHEREAS the Village of Lemont has solicited bids for renovations to the Village Hall; and

WHEREAS, Krause Construction, Inc. submitted a bid which has been determined to be the most responsible bid.

NOW THEREFORE, be it resolved by the President and Board of Trustees of the Village of Lemont, Cook, DuPage and Will County, Illinois as follows:

SECTION 1: The foregoing preambles are restated and incorporated herein by reference as though fully set forth herein.

SECTION 2: A contract is awarded to Krause Construction, Inc. for renovations to the Village Hall as set forth in the bid form submitted by Krause Contraction, Inc. in the amount of One Hundred Fifty Two Thousand Seven Hundred Dollars ($152,700.00).

SECTION 3: The Mayor, Village Clerk and Village Administrator are authorized to sign any documents necessary to implement the contract.

SECTION 4: If any section, paragraph, clause or provision of this resolution shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this resolution.

SECTION 5: All resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6: This resolution shall be in full force and effect from and after its passage, approval and publication as provided by law.

ADOPTED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DUPAGE, ILLINOIS, ON THIS _____ DAY OF JULY 2024.

PRESIDENT AND VILLAGE BOARD MEMBERS:

	AYES:	NAYS:	ABSENT:	ABSTAIN:
Janelle Kittridge	_____	_____	_____	_____
Dave Maher	_____	_____	_____	_____
Ken McClafferty	_____	_____	_____	_____
Kevin Shaughnessy	_____	_____	_____	_____
Rick Sniegowski	_____	_____	_____	_____
Ron Stapleton	_____	_____	_____	_____

_____
John Egofske, Village President

Attest:

_____
Charlene M. Smollen, Village Clerk

July 2, 2024

VIA EMAIL
(2) Page(s) Inclusive
gschafer@lemont.il.us

Mr. George J. Schafer, Village Administrator
Village of Lemont
418 Main Street
Lemont, Illinois 60439

Re: Village of Lemont
2024 Village Hall Renovations
Architect's Project Number: 23-011
Letter of Recommendation

Dear Mr. Schafer:

Bids were received on the above referenced project at the Village of Lemont Village Hall, 418 Main Street, Lemont, Illinois 60439 at 2:00 p.m. on June 12, 2024. Two (2) bids were received.

TRIA Architecture, Inc. has reviewed the qualifications and references of the low bid contractor, KRAUSE CONSTRUCTION, INC., and has found no evidence which would disqualify them from being awarded the contract for this work.

TRIA Architecture, therefore, recommends that the Village Board of Trustees consider awarding the contract for construction, inclusive of the base bid only, to **KRAUSE CONSTRUCTION, INC.**, 3330 Edison Avenue, Blue Island, Illinois 60406, for the total contract amount of $152,700.00. TRIA Architecture recommends not accepting alternate 1. Work to be substantially complete by October 31, 2024.

If you have any questions concerning the bidding of the 2024 Village Hall Renovations project, please do not hesitate to call. TRIA Architecture, and myself specifically, look forward to working with the Village toward a successful completion of this project.

Sincerely,

TRIA ARCHITECTURE, INC.
Ronald E. McGrath, AIA, LEED AP
Principal Architect

REM/ab

Attachments: Bid Tabulation, Dated June 12, 2024, 1 Page(s)

File Name: 23011LOR062524.docx

BID TABULATION

Owner: Village of Lemont
Project Name: 2024 Village Hall Renovations
Architect's Project #: 23-011
Bid Due Date: June 12, 2024, 2:00 p.m.

Bidder	Addendum #1	Base Bid	Alternate #1	Comp. Date	Subst.	Bid Bond	Bid Forms	Comments
Krause Construction, Inc.	Y	$152,700	$0	10/31/24	N	Y	Y	
Construction, Inc.	Y	$275,000	$0	10/31/24	N	Y	Y	

Alternate Descriptions:
#1 - To change the date of substantial completion (DEDUCT)

Notes:
Substantial Completion Date - October 31, 2024
Bid Docs - 004850, 004860, 004870, 004950, 004960, 004970

Project Manual
Project Number: 23-011

Village of Lemont
2024 Village Hall Renovations
418 Main Street, Lemont, Illinois 60439

For

The Village Board of Trustees
Village of Lemont
418 Main Street
Lemont, Illinois 60439

Issued for Bid: May 22, 2024

TRIA ARCHITECTURE

Illinois Office | Corporate Headquarters: 901 McClintock Drive, Suite 100, Burr Ridge, Illinois 60527
Indiana Office: 436 Sand Creek Drive N, Suite 105, Chesterton, Indiana 46304
Company Main: 630.455.4500 Fax: 630.455.4040
www.TriaArchitecture.com

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	004850	Certificate of Compliance with Illinois Drug-Free Workplace Act	1	Page(s)
	004860	Substance Abuse Prevention Policy	2	Page(s)
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SECTION 001113

ADVERTISEMENT FOR BIDS

ADVERTISEMENT FOR BIDS

1.1 BID INFORMATION

A. Sealed bids will be received by the Village of Lemont, on June 12, 2024 at 2:00 p.m. prevailing time for the 2024 Village Hall Renovations. Bids will be opened at the Village Hall, 418 Main St, Lemont, IL 60439.

B. A Non-Mandatory Pre-Bid Conference will be held on June 3, 2024, 2:00 p.m. at the Village Hall, 418 Main St, Lemont, IL 60439. All Bidders are encouraged to attend and sign in at the meeting which will also be attended by the Owner, Architect and Engineer.

C. Anticipated Award of Contract date: July 15, 2024

D. Anticipated Start of Construction: August 5, 2024

E. Anticipated Substantial Completion date: October 31, 2024

F. Lump sum bid proposals will be received for this project at the scheduled time of receipt bids and will be publicly opened at that time.

G. Bid security in the form of a bid bond, certified check or cash in an amount equal to 10 percent of the base bid amount shall be submitted with the bid. Should a bid bond be submitted, the bid bond shall be payable to the Village of Lemont.

H. Bids shall be submitted on or before the specified closing time in an opaque sealed envelope addressed to: Clerk Charlene Smollen, Village Clerk.

I. The Owner reserves the right to reject any or all bids or parts thereof, or waive any irregularities or informalities, and to make the award in the best interest of the Village.

J. All bidders must comply with applicable Illinois Law requiring the payment of prevailing wages by all Contractors working on public works. Bidder must comply with the Illinois Statutory requirements regarding labor, including Equal Employment Opportunity Laws.

K. Bidding documents may be obtained from https://www.lemont.il.us/business/bid-postings

L. The Architect for the above referenced project is TRIA Architecture, Inc., (630) 455-4500.

Board of Trustees
Village of Lemont
418 Main Street
Lemont, Illinois 60439

END OF SECTION

SECTION 002113

INSTRUCTIONS TO BIDDERS

PART 1 – GENERAL

1.1 PROPOSAL

A. The Village of Lemont, will receive sealed bids for the 2024 Village Hall Renovations.
B. To receive full consideration bids must contain the following documents properly completed and signed:
   1. Bid Form.
   2. Bid Bond.
   3. Certificate of Compliance with Illinois Drug-Free Workplace Act.
   4. Substance Abuse Prevention Policy
   5. Certificate of Compliance with Illinois Human Rights Act.
   6. Bidder Eligibility Certification and Non-Collusion Affidavit.
   7. Fair Employment Practices Affidavit of Compliance.
   8. Indemnity Hold Harmless Agreement.
   9. Fully completed AIA document A305 providing the Contractor's qualifications and references.

1.2 PREPARATION FOR BIDS

A. Proposals to be entitled for consideration must be made in accordance with the following instructions.
   1. Submit one copy of bid on forms provided by the Architect with all blank spaces for bid prices filled in, in ink, or typewritten.
   2. Submit one reproduction of bid forms and associated documents.
   3. Submit bid in an opaque, sealed envelope, addressed to: Charlene Smollen, Village Clerk.
      a. Mark the envelope SEALED BID FOR:
         1) Project Name.
         2) Bidder.
   4. Bids will be received until 2:00 p.m. prevailing time on June 12, 2024, for all specified work, at the office of Village Clerk, Village Hall, 418 Main Street, Lemont, Illinois 60439.
   5. Bids received after this time will not be accepted.
   6. Erasures or written memorandum on the Bid Form are prohibited. Include additional explanations, statements, or qualifications in a separate sheet attached to the Bid Form.
   7. The Base Bid shall appear only where called for in the Bid Form and shall not appear elsewhere in the proposal. Any Alternate prices (other than those set forth in the Bid Form) shall be listed on the Substitution Sheet.
   8. Fill in all blank spaces for the bid items with prices, or if not applicable, the words "No Bid."
B. The Owner reserves the right to reject any or all bids or parts thereof at its sole discretion.
C. The Owner reserves the right to waive any or all irregularities or informalities.
D. The Owner reserves the right to terminate this request for bids at any time in the bidding process.
E. All costs associated with developing or submitting a bid in response to this request, or to obtain oral or written clarification of its content shall be borne by the respondent. The Owner and Architect, and their agents, assume no responsibility for these costs. This request for bids does not commit the Owner or Architect, or any of their agents, to pay any costs incurred in the preparation or submission of a bid.
F. Do not detach Bid Proposal Forms from the Project Manual for use in submission of bids; use separate forms furnished by the Architect.
G. Telegraphic bids will not be accepted, but modifications by telegram of bids already submitted will be considered if received prior to the scheduled closing time for receiving bids.

1.3 DEFINITIONS

A. All definitions set forth in the General Conditions of the Contract for Construction as printed in AIA Document A201 as modified and included herewith are applicable to these Instructions to Bidders.

B. Bidding Documents include the Advertisement to Bid, Instructions to Bidders, the Bid Proposal Form and required attachments, AIA Document A101 Standard Form of Agreement Between Owner and Contractor where the Basis of Payment is a Stipulated Sum, 2017 edition, including General Conditions as modified for this project, AIA Document A305, and the proposed Contract Documents including any addendum issued prior to receipt of bids.
C. Addenda are written or graphic instruments issued prior to the execution of the Contract which modify or interpret the bidding documents, including Drawings and Specifications, by additions, clarifications, or corrections. Addenda will become part of the Contract Documents when the Construction Contract is executed.
   1. Addenda will be issued by Email, FAX transmittal, direct mail or United Parcel delivery. Bidders are to consider all addenda, regardless of method of transmittal, as a binding modification to the contract documents.
   2. It is the bidder's responsibility to ascertain from the Architect that they have received all addenda issued to the bidding documents prior to submitting their bids.

1.4 DOCUMENTS

A. The Bidding Documents may be obtained from https://www.lemont.il.us/business/bid-postings

1.5 EXAMINATION OF DOCUMENTS AND SITE

A. Bidders are responsible for examining all documents and must make a mandatory site visit to examine the site to become familiar with and make allowance for any conditions which may affect the work. Contractors will not be given extra payments for conditions which can be determined by examining the site and documents.
B. A Non-Mandatory Pre-Bid Conference will be held on June 3, 2024, 2:00 p.m. at Village Hall, 418 Main Street, Lemont, Illinois 60439. It is recommended that all Bidders attend and participate in the conference which will also be attended by the Owner, the Architect, and the Engineer. The Architect will transmit to prospective bidders of record any Addenda the Architect considers necessary in response to questions arising at the conference.

1.6 POST-BID QUALIFICATION

A. Any bidder may be required to submit supporting data to substantiate that such bidder is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated therein.

1.7 BID WITHDRAWAL

A. Any bidder may withdraw their bid prior to the scheduled closing time for receiving bids. All bidders shall hold their Bids open for a period of sixty calendar days from the date of Bid Opening. The Owner and Bidders may agree to extend the period of irrevocability beyond the sixty-day period.

1.8 INTERPRETATION OF BIDDING DOCUMENTS

A. Submit all questions regarding the Bidding Documents to the Architect. Replies will be issued to all bidders of record in the form of an Addendum. Questions received less than five days before the bid opening date cannot be answered.

1.9 NON-SPECIFIED ITEMS

A. Approved Equal Items:
   1. To obtain approval to use non-specified items, submit written request at least five days prior to the opening date; requests received after this time will NOT be considered.
   2. Requests shall clearly describe the items for which approval is asked including all data necessary to demonstrate acceptability.
   3. If an item is acceptable, the Architect will approve same in an Addendum issued to all bidders of record.

B. Substitutions:
   1. Substitutions for the items specified may be made by the Contractor only by submitting proposed substitutions on the Substitution Sheet provided.
   2. Requests received after bid opening will not be considered except for the following conditions:
      a. Product discontinued.
      b. Insufficient quantity. Except the following will not establish cause for substitution:
         1) Failure to award subcontract in sufficient time, or failure to place orders for products so as to ensure delivery without delaying work.
      c. Delays beyond control, such as strikes, lockouts, storms, fires, or acts of God, which may preclude the procurement and delivery of products for purposes of the Project.
C. No consideration will be given to substitutions after the Contractor submits the Schedule of Values.

1.10 METHOD OF AWARD

A. If the Owner should award a Contract, the Owner will award it to the lowest responsible bonafide Bidder with full consideration given to Contractor's Completion Schedule.
B. In determining the lowest responsible bona fide Bidder and in awarding a contract, the Owner may take into consideration skill, facilities, capacity, experience, ability, responsibility, previous work, financial standing of bidder, amount of work being carried on by bidder, quality and efficiency of construction equipment proposed to be furnished, period of time within which proposed equipment is furnished and delivered, and necessity of prompt and efficient completion of work herein described.

1.11 PROPOSAL REQUIREMENTS

A. Bidder's proposals shall be expressly based on the following items:
   1. Instructions to Bidders.
   2. Bid Proposal Form.
   3. General Conditions.
   4. Plans and Specifications.
   5. Addenda
B. Any Contract resulting from the Bidding Documents will incorporate the terms and provisions of said documents. It is intended that these Bidding Documents shall prevail over conflicting terms and conditions of Contractor's proposal. Bidder's printed terms and conditions are NOT considered as exceptions to the Contract.

1.12 BID SECURITY

A. Accompany bids with a Bid Bond, Certified Check or Bank Draft for an amount of Ten Percent of the Base Bid as a guarantee that, if award is made, the bidder will sign the agreement and furnish the required bonds within five days or forfeit his bid security as liquidated damages, but not as a penalty. Execute Bid Bond on A.I.A. Form A-310, current edition or on form furnished by the Architect.
   1. Make Bid Security payable to: Village of Lemont.
B. Where a bid bond is given as the bid security, the bid bond must comply with the rating level required for the performance and payment bond as stated in the AIA document A101-Exhibit A included in specification section 007213.
C. The bid security of all except the three lowest bidders will be returned within five days after the award of the Contract.
D. The bid security of the successful bidder and the two other bidders will be returned promptly after the Owner and the accepted bidder have executed the agreement, and the appropriate bonds and certificates of insurance have been provided by the successful bidder. Bid security of the other Contractor's will be returned promptly after agreement is finalized.

1.13 PERFORMANCE ASSURANCE

A. Accepted Bidder: Provide a Performance and Labor and Material/Payment bond.
   1. Provide a 100 percent Performance Bond on AIA A312.
   2. Provide a 100 percent Payment Bond on AIA 312.
   3. Deliver bonds within 3 days after execution of the Contract.

1.14 OTHER CERTIFICATIONS AND SUBMITTALS

A. All bidders must complete and sign the following certifications and submit them with their bid proposals. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF BIDDER.
   1. Certificate of Compliance with Illinois Drug-Free Workplace Act.
   2. Substance Abuse Prevention Policy
   3. Certificate of Compliance with Illinois Human Rights Act.
   4. Bidder Eligibility Certification and Non-Collusion Affidavit.
   5. Fair Employment Practices Affidavit of Compliance.
   6. Indemnity Hold Harmless Agreement.
   7. Fully completed AIA Document A305.

1.15 POWER OF ATTORNEY

A. Attorneys-in-Fact who sign bonds, Agreements or bids must file with each such document a certified and effectively-dated copy of their Power of Attorney.

1.16 EMPLOYMENT AND LABOR PROVISIONS

A. In the employment and use of labor, the Contractor and his subcontractors shall conform to the Illinois Statutory requirements regarding labor and wages. See Document 004343 - Prevailing Wage Requirements.
B. Vendors/Contractors must conform to all federal, state, local and OSHA Regulations now in effect.
C. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin.

END OF SECTION

SECTION 004113

BID FORM

THE PROJECT AND THE PARTIES

1.1 NAME OF BIDDER: _____

1.2 TO: CHARLENE SMOLLEN, VILLAGE CLERK
VILLAGE OF LEMONT
418 MAIN STREET
LEMONT, ILLINOIS 60439

A. We as contractor having familiarized ourselves with local conditions affecting the work and with the proposed Contract Documents on file at the office of the Owner, hereby propose to perform everything required to be performed and to provide all of the labor, materials, necessary equipment and all utilities and transportation and services necessary to perform and complete in a workmanlike manner all work required to complete the proposed work indicated in the bidding documents for the construction of the 2024 Village Hall Renovations, all in accordance with the Drawings and Specifications prepared by the office of TRIA Architecture, Inc. including Addenda No. _____, _____ and _____ issued thereto for the sum of:

1. Base Bid for all Work:

   _____

   _____

   ($ ___ ___ ___ , ___ ___ ___ , ___ ___ ___ . ___ ___)

2. The base bid consists of all Work specified and required by the proposed Contract Documents.

B. Alternate Bids: The undersigned hereby states the net amount of increase or decrease to the Lump Sum Base Bid for the following Alternates as described in Section 012300.

ALTERNATE NO. 1: **To change the Date of Substantial Completion**

DEDUCTED from the Lump Sum $_____.

C. Unit Prices: Should additional work of the following categories be required, adjustments will be made to the Contract Sum at the following Unit Prices, which shall include all expenses, including overhead and profit; should less work be required, the Unit Prices will be 15% less the price quoted for additional work.

1. Item: Purchase and install carpet tile to match existing;
   $_____Per box.
2. Item: Purchase and install Acoustical Ceiling Panels in Existing Grid;
   $_____Per box.
3. Item: Purchase and install one duplex electrical outlet with up to 20 feet of wiring and conduit;
   $_____Per outlet.
4. Item: Purchase and install one empty junction box with cover plate with 1” conduit stubbed to above ceiling;
   $_____Per junction box.

D. Accompanying this proposal is a Bid Security payable to the Village of Lemont, which is agreed will be forfeited to the aforementioned as liquidated damages if the undersigned fails to execute the standard form of Owner/Contractor Agreement (AIA Document A101, 2017 Edition, as modified), which is included herein, and furnish evidence of their ability to become bonded and to provide insurance coverage as specified, within five days after notification of the Intent to Award Contract to the undersigned.

E. In signing and submitting this Bid, the undersigned certifies that all materials and construction to be provided are as indicated in the proposed Contract Documents.

F. Time of Completion: If awarded the Contract, the bidder agrees to complete all Construction Work and achieve Substantial Completion by October 31, 2024, 5:00 p.m. NOTE: Substantial Completion for this project refers to all work being a minimum of 99% complete. Final Completion for this project refers to all scheduled work, punch-list and closeout items being 100% complete.

G. The space below the Specified Substantial Completion Date has been left blank for insertion of the Contractor's own Desired Substantial Completion Date, if he feels that the date (as stated in the specifications) cannot be met. Insertion of a desired date by the bidder does not change the specified Substantial Completion Date unless the Owner chooses to accept the bidder's desired date when awarding the contract.
   1. Specified Substantial Completion Date: October 31, 2024, 5:00 p.m.
   2. Contractor's Desired Substantial Completion Date: _____.

H. Base Bid Breakdown: For the purpose of logical comparison of orders of magnitude in the bids, the Owner requires a global breakdown of the components of the base bid. Contractors are required to provide this breakdown. Failure to do so will subject the bid to rejection. The sum of the following items must equal the Lump Sum Base Bid.

BREAKDOWN:

Division 01:	General Requirements – Allowances:	$ _____
Division 01:	General Requirements – O&P:	$ _____
Division 01:	General Requirements – Remaining Items:	$ _____
Division 02:	Sitework:	$ _____
	Subcontractor (Legal Name, Address):	_____
		_____
Division 03:	Concrete:	$ _____
	Subcontractor (Legal Name, Address:	_____
		_____
Division 06:	Wood and Plastic:	$ _____
	Subcontractor (Legal Name, Address):	_____
		_____
Division 07:	Thermal and Moisture Protection:	$ _____
	Subcontractor (Legal Name, Address):	_____
		_____
Division 08:	Doors and Windows:	$ _____
	Subcontractor (Legal Name, Address):	_____
		_____

SECTION 004113

BID FORM

Division 09:	Finishes:	$ _____
	Subcontractor (Legal Name, Address):	_____
	_____	
Division 12:	Furnishings:	$ _____
	Subcontractor (Legal Name, Address):	_____
	_____	
Miscellaneous	Any items not identified above:	$ _____
	Subcontractor (Legal Name, Address):	_____
	_____	

TOTAL (Should equal base bid): $ _____

FIRM NAME: _____

OFFICIAL ADDRESS: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____

By: _____ Date: _____
(Signature)

_____
(Printed/Typed Name and Title)

Where the Bidder is a corporation, add Attest

_____ (SEAL)
Secretary (signature) Date

CERTIFIED OR CASHIERS CHECK, BID BOND, OR BANK DRAFT ENCLOSED IN THE FOLLOWING AMOUNT: $_____.

END OF BID FORM

SECTION 004313

BID BOND

1.1 BID BOND INFORMATION

A. KNOW ALL MEN BY THESE PRESENTS, THAT WE _____ as Principal, hereinafter called the Principal, and _____ a corporation duly organized under the laws of the State of Illinois as Surety, are held and firmly bound unto _____ as Obligee, hereinafter called Obligee, in the sum of _____ Dollars ($_____), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

B. WHEREAS, the Principal has submitted a bid for: 2024 Village Hall Renovations

C. NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

D. The bid bond must comply with the rating level required for the performance and payment bond as stated in section 11.4 of AIA document A201.

Signed and sealed this _____ day of _____.

_____
(Principal) (SEAL)

_____ _____
(Witness) (Title)

_____
(Surety) (SEAL)

_____ _____
(Witness) (Title)

SECTION 004325

SUBSTITUTION SHEET

1.1 SUBSTITUTION INFORMATION

A. All bids shall be based upon the provisions of the proposed Contract Documents.

B. Bidders desiring to make substitutions for "proprietary brands" specified shall list such proposed substitutions below, together with the amount to be added or deducted from the amounts of their base bids.

C. The Owner reserves the right to reject all such substitutions, and such substitutions will not be used to determine the low bid.

D. Complete descriptions and technical data shall accompany all proposed substitutions.

E. NOTE: Manufacturer's names and material approved by the Architect during the bidding time, but not shown in Addenda, must be listed below if said material is to be considered.

F. BRAND/MAKE SPECIFED PROPOSED ADD DEDUCT

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____

NAME OF BIDDER: _____

DATE: _____.

END OF SECTION

SECTION 004343

PREVAILING WAGE REQUIREMENTS

PART 1 – GENERAL

1.1 REQUIREMENTS

A. Each Contractor shall comply with the requirements of the Illinois Prevailing Wage Act 820 ILCS 130/.01 et seq. which regulates the wages of laborers, workers, and mechanics employed in any Public Works project by the State, County, City or by any public body or any political subdivision or by anyone under contract for Public Works, including but not limited to: wages, medical and hospitalization insurance and retirement for those trades covered by the Act.

B. If, during the course of work under this contract, the Department of Labor revises the prevailing rate of wages for any trade or occupation to be paid under this contract, the Contractor shall notify each Subcontractor of the changes in the prevailing rate of wages. The Contractor shall have the sole responsibility and duty to ensure that the revised prevailing rate of wages is paid by all Contractors and all Subcontractors to each laborer, worker, or mechanic to whom a revised rate is applicable. Revisions to the prevailing rate of wages as set forth above shall not result in an increase in the Contract Sum.

1.2 ACT AND ORDINANCES

A. The Illinois Prevailing Wage Act requires all contractors and subcontractors to pay laborers, workers, and mechanics performing services on a Public Works project no less than the “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed.

1. A copy of Illinois Department of Labor Prevailing Wages for Cook County effective – May 2024 is included herein.
2. Refer to the Illinois Department of Labor’s web site for changes in the “prevailing rate of wage” throughout the duration of the project. All Contractors and Subcontractors rendering services under this contract must comply with all the requirements of the Illinois Prevailing Wage Act, including, but not limited to, all wage notice and recordkeeping duties.

END OF SECTION

Cook County Prevailing Wage Rates posted on 5/20/2024

						Overtime										
Trade Title	**Rg**	**Type**	**C**	**Base**	**Foreman**	**M-F**	**Sa**	**Su**	**Hol**	**H/W**	**Pension**	**Vac**	**Trng**	**Other Ins**	**Add OT 1.5x owed**	**Add OT 2.0x owed**
ASBESTOS ABT-GEN	All	ALL		48.90	49.90	1.5	1.5	2.0	2.0	17.37	15.91	0.00	0.91		0.00	0.00
ASBESTOS ABT-MEC	All	BLD		40.59	43.84	1.5	1.5	2.0	2.0	15.22	15.16	0.00	0.88		2.80	5.60
BOILERMAKER	All	BLD		55.76	60.77	2.0	2.0	2.0	2.0	6.97	26.44	0.00	3.34		0.00	0.00
BRICK MASON	All	BLD		50.81	55.89	1.5	1.5	2.0	2.0	12.50	23.01	0.00	1.16	0.00	0.00	0.00
CARPENTER	All	ALL		53.51	55.51	1.5	1.5	2.0	2.0	12.29	25.26	1.70	0.81		0.00	0.00
CEMENT MASON	All	ALL		50.75	52.75	2.0	1.5	2.0	2.0	17.33	22.00	0.00	1.15	0.00	1.50	3.00
CERAMIC TILE FINISHER	All	BLD		45.62	45.62	1.5	1.5	2.0	2.0	12.75	15.64	0.00	1.04	0.00	0.00	0.00
CERAMIC TILE LAYER	All	BLD		53.14	58.14	1.5	1.5	2.0	2.0	12.75	19.41	0.00	1.12	0.00	0.00	0.00
COMMUNICATION ELECTRICIAN	All	BLD		48.66	58.37	1.5	1.5	2.0	2.0	13.90	14.40	1.25	1.31	0.25	0.00	0.00
ELECTRIC PWR EQMT OP	All	ALL		60.15	66.00	1.5	1.5	2.0	2.0	13.08	20.29	0.00	3.25	0.00	0.00	0.00
ELECTRIC PWR GRNDMAN	All	ALL		46.92	66.00	1.5	1.5	2.0	2.0	10.21	15.83	0.00	2.54	0.00	0.00	0.00
ELECTRIC PWR LINEMAN	All	ALL		60.15	66.00	1.5	1.5	2.0	2.0	13.08	20.29	0.00	3.25	0.00	0.00	0.00
ELECTRICIAN	All	ALL		53.80	58.37	1.5	1.5	2.0	2.0	18.65	19.55	1.25	1.81	0.60	0.00	0.00
ELEVATOR CONSTRUCTOR	All	BLD		65.12	73.26	2.0	2.0	2.0	2.0	16.08	20.56	5.20	0.70		0.00	0.00
FENCE ERECTOR	All	ALL		48.48	50.48	1.5	1.5	2.0	2.0	13.68	18.32	0.00	0.75	0.00	0.00	0.00
GLAZIER	All	BLD		49.75	51.25	1.5	2.0	2.0	2.0	15.44	25.36	0.00	2.07	0.00	0.00	0.00
HEAT/FROST INSULATOR	All	BLD		54.12	57.37	1.5	1.5	2.0	2.0	15.22	17.86	0.00	0.88		4.15	8.30
IRON WORKER	All	ALL		57.00	59.00	2.0	2.0	2.0	2.0	17.05	25.56	0.00	0.49		0.00	0.00
LABORER	All	ALL		48.90	49.65	1.5	1.5	2.0	2.0	17.37	15.91	0.00	0.91		0.00	0.00
LATHER	All	ALL		53.51	55.51	1.5	1.5	2.0	2.0	12.29	25.26	1.70	0.81		0.00	0.00
MACHINIST	All	BLD		55.74	59.74	1.5	1.5	2.0	2.0	9.93	8.95	1.85	1.47		0.00	0.00
MARBLE FINISHER	All	ALL		38.75	52.46	1.5	1.5	2.0	2.0	12.50	20.95	0.00	0.66	0.00	0.00	0.00
MARBLE SETTER	All	BLD		49.96	54.96	1.5	1.5	2.0	2.0	12.50	22.31	0.00	0.85	0.00	0.00	0.00
MATERIAL TESTER I	All	ALL		38.90		1.5	1.5	2.0	2.0	17.37	15.91	0.00	0.91		0.00	0.00
MATERIALS TESTER II	All	ALL		43.90		1.5	1.5	2.0	2.0	17.37	15.91	0.00	0.91		0.00	0.00
MILLWRIGHT	All	ALL		53.51	55.51	1.5	1.5	2.0	2.0	12.29	25.26	1.70	0.81		0.00	0.00

Cook County Prevailing Wage Rates posted on 5/20/2024

OPERATING ENGINEER	All	BLD	1	56.60	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	BLD	2	55.30	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	BLD	3	52.75	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	BLD	4	51.00	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	BLD	5	60.35	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	BLD	6	57.60	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	BLD	7	59.60	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	FLT	1	64.55	64.55	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	FLT	2	63.05	64.55	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	FLT	3	58.55	64.55	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	FLT	4	54.05	64.55	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	FLT	5	66.05	64.55	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	FLT	6	54.05	64.55	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	1	54.80	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	2	54.25	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	3	52.20	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	4	50.80	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	5	49.60	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	6	57.80	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	7	55.80	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
ORNAMENTAL IRON WORKER	All	ALL		55.01	57.51	2.0	2.0	2.0	2.0	14.23	26.00	0.00	2.00	0.00	0.00	0.00
PAINTER	All	ALL		51.55	57.99	1.5	1.5	1.5	2.0	14.76	15.69	0.00	1.86	0.00	0.00	0.00
PAINTER - SIGNS	All	BLD		45.49	51.09	1.5	1.5	2.0	2.0	8.20	16.81	0.00	0.00	0.00	0.00	0.00
PILEDRIVER	All	ALL		53.51	55.51	1.5	1.5	2.0	2.0	12.29	25.26	1.70	0.81		0.00	0.00
PIPEFITTER	All	BLD		55.00	58.00	1.5	1.5	2.0	2.0	12.65	22.85	0.00	3.12	0.00	0.00	0.00
PLASTERER	All	BLD		48.75	51.68	1.5	1.5	2.0	2.0	17.33	20.33	0.00	1.15	0.00	0.00	0.00
PLUMBER	All	BLD		56.80	60.20	1.5	1.5	2.0	2.0	17.00	17.29	0.00	1.73		0.00	0.00
ROOFER	All	BLD		49.25	54.25	1.5	1.5	2.0	2.0	11.83	16.14	0.00	1.11	0.00	0.00	0.00
SHEETMETAL WORKER	All	BLD		51.15	55.24	1.5	1.5	2.0	2.0	14.18	28.45	0.00	1.05	0.00	0.00	0.00

Cook County Prevailing Wage Rates posted on 5/20/2024

SIGN HANGER	All	BLD		35.72	38.58	1.5	1.5	2.0	2.0	7.15	4.60	0.00	0.00	0.00	0.00	0.00
SPRINKLER FITTER	All	BLD		56.60	59.35	1.5	1.5	2.0	2.0	14.45	18.80	0.00	0.75	0.00	0.00	0.00
STEEL ERECTOR	All	ALL		57.00	59.00	2.0	2.0	2.0	2.0	17.05	25.56	0.00	0.49		0.00	0.00
STONE MASON	All	BLD		50.81	55.89	1.5	1.5	2.0	2.0	12.50	23.01	0.00	1.16	0.00	0.00	0.00
SURVEY WORKER	All	BLD		55.00	56.00	1.5	1.5	2.0	2.0	17.00	13.35	0.00	1.49	0.00	0.00	0.00
SURVEY WORKER	All	HWY		55.00	56.00	1.5	1.5	2.0	2.0	17.00	13.35	0.00	1.49	0.00	0.00	0.00
TERRAZZO FINISHER	All	BLD		46.94	46.94	1.5	1.5	2.0	2.0	12.75	17.73	0.00	1.07	0.00	0.00	0.00
TERRAZZO MECHANIC	All	BLD		50.85	54.35	1.5	1.5	2.0	2.0	12.75	19.12	0.00	1.10	0.00	0.00	0.00
TRAFFIC SAFETY WORKER I	All	HWY		40.10	41.70	1.5	1.5	2.0	2.0	10.60	9.35	0.00	1.00	0.00	0.00	0.00
TRAFFIC SAFETY WORKER II	ALL	HWY		41.10	42.70	1.5	1.5	2.0	2.0	10.60	9.35	0.00	1.00	0.00	0.00	0.00
TRUCK DRIVER	E	ALL	1	41.75	42.40	1.5	1.5	2.0	2.0	12.80	15.74	0.00	0.15	0.00	0.00	0.00
TRUCK DRIVER	E	ALL	2	42.00	42.40	1.5	1.5	2.0	2.0	12.80	15.74	0.00	0.15	0.00	0.00	0.00
TRUCK DRIVER	E	ALL	3	42.20	42.40	1.5	1.5	2.0	2.0	12.80	15.74	0.00	0.15	0.00	0.00	0.00
TRUCK DRIVER	E	ALL	4	42.40	42.40	1.5	1.5	2.0	2.0	12.80	15.74	0.00	0.15	0.00	0.00	0.00
TRUCK DRIVER	W	ALL	1	42.18	42.73	1.5	1.5	2.0	2.0	11.20	15.46	0.00	0.15	0.00	0.00	0.00
TRUCK DRIVER	W	ALL	2	42.33	42.73	1.5	1.5	2.0	2.0	11.20	15.46	0.00	0.15	0.00	0.00	0.00
TRUCK DRIVER	W	ALL	3	42.53	42.73	1.5	1.5	2.0	2.0	11.20	15.46	0.00	0.15	0.00	0.00	0.00
TRUCK DRIVER	W	ALL	4	42.73	42.73	1.5	1.5	2.0	2.0	11.20	15.46	0.00	0.15	0.00	0.00	0.00
TUCKPOINTER	All	BLD		50.53	51.53	1.5	1.5	2.0	2.0	9.55	21.72	0.00	1.11	0.00	0.00	0.00

Legend

Rg Region
Type Trade Type - All,Highway,Building,Floating,Oil & Chip,Rivers
C Class
Base Base Wage Rate
OT M-F Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.
OT Sa Overtime pay required for every hour worked on Saturdays
OT Su Overtime pay required for every hour worked on Sundays
OT Hol Overtime pay required for every hour worked on Holidays
H/W Health/Welfare benefit
Vac Vacation
Trng Training

Other Ins Employer hourly cost for any other type(s) of insurance provided for benefit of worker.

Explanations COOK COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

TRUCK DRIVERS (WEST) - That part of the county West of Barrington Road.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date. ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS ELECTRICIAN

Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial,

education, entertainment, and residential purposes, including but not limited to, communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under: Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling or renovation work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines: ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane: Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro

Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Dowell Machine with Air Compressor; Gradall and machines of like nature.

OPERATING ENGINEER - FLOATING

Class 1. Craft Foreman; Master Mechanic; Diver/Wet Tender; Engineer; Engineer (Hydraulic Dredge).

Class 2. Crane/Backhoe Operator; Boat Operator with towing endorsement; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender.

Class 3. Deck Equipment Operator, Machineryman, Maintenance of Crane (over 50 ton capacity) or Backhoe (115,000 lbs. or more); Tug/Launch Operator; Loader/Dozer and like equipment on Barge, Breakwater Wall, Slip/Dock, or Scow, Deck Machinery, etc.

Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks; Deck Hand, Tug Engineer, Crane Maintenance (50 Ton Capacity and Under) or Backhoe Weighing (115,000 pounds or less); Assistant Tug Operator.

Class 5. Friction or Lattice Boom Cranes.

Class 6. ROV Pilot, ROV Tender

SURVEY WORKER

Operates survey equipment (such as levels, transits, data collectors, GPS and robotic total stations) for the purpose of performing construction layout and/or grade checking.

SURVEY FOREMAN

Operates survey equipment (such as levels, transits, data collectors, GPS and robotic total stations) for the purpose of performing construction layout and/or grade checking; oversees survey crew operations; and/or coordinates work of survey crews.

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

TRAFFIC SAFETY Worker I

Traffic Safety Worker I - work associated with the delivery, installation, pick-up and servicing of safety devices during periods of roadway construction, including such work as set-up and maintenance of barricades, barrier wall reflectors, drums, cones, delineators, signs, crash attenuators, glare screen and other such items, and the layout and application or removal of conflicting and/or temporary roadway markings utilized to control traffic in construction zones, as well as flagging for these operations.

TRAFFIC SAFETY WORKER II

Work associated with the installation and removal of permanent pavement markings and/or pavement markers including both installations performed by hand and installations performed by truck.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - EAST & WEST

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch

trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester/Inspector II".

SECTION 004850

CERTIFICATE OF COMPLIANCE WITH ILLINOIS DRUG-FREE WORKPLACE ACT

1.1 CERTIFICATE OF COMPLIANCE WITH ILLINOIS DRUG-FREE WORKPLACE ACT INFORMATION

A. _____, Contractor, having 25 employees, does hereby certify pursuant to Section 3 of the Illinois Drug-Free Workplace Act (Ill. Rev. Stat. ch. 127 par. 132.313) that [he, she, it] shall provide a drug free workplace for all employees engaged in the performance of work under the contract by complying with the requirements of the Illinois Drug Free Workplace Act and, further certified, that [he, she, it] is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

B. Firm Name: _____

C. By: _____
(Authorized Agent of Contractor)

SECTION 004860

SUBSTANCE ABUSE PREVENTION POLICY

1.1 SUBSTANCE ABUSE PREVENTION POLICY

A. Pursuant to P.A. 95-0635 (the "Substance Abuse Prevention on Public Works Act"), employees of the Contractor and employees of any Subcontractor are prohibited from the use of drugs or alcohol, as defined in the Act, while performing work on any public works project.

Before the Contractor or Subcontractor commences work, the Contractor and any Subcontractor shall have in place a written Substance Abuse Prevention Program for the prevention of substance abuse among its employees which meets or exceeds the requirements in P.A. 95-0635 or shall have a collective bargaining agreement in effect dealing with the subject matter of P.A. 05-0635.

The Contractor and any Subcontractor shall file with the public body engaged in the construction of the public works: a copy of the substance abuse prevention program along with a cover letter certifying that their program meets the requirements of the Act or a letter certifying that the Contractor or Subcontractor has a collective bargaining agreement in effect dealing with the subject matter of this Act. A certification form is attached and must be completed by the Contractor and each Subcontractor to this Contract.

SECTION 004860

SUBSTANCE ABUSE PREVENTION POLICY

_____
(Date)

George Schafer, Village Administrator
Village of Lemont
418 Main Street
Lemont, Illinois 60439

Re: Substance Abuse Prevention Program

Pursuant to Public Act 95-0635, the undersigned hereby certifies that it is in compliance with the terms and provisions of the Substance Abuse Prevention on Public Works Act. In particular, the undersigned hereby represents and warrants to the Owner as follows:

[complete either A or B below]

A. The undersigned representative of the Contractor/Subcontractor certifies that the contracting entity has signed collective bargaining agreements that are in effect for all of its employees, and that deal with the subject matter of Public Act 95-0635.

_____
Contractor/Subcontractor (type or print)

_____
Name of Authorized Representative (type or print)

_____
Title of Authorized Representative (type or print)

Date: _____ _____
Signature of Authorized Representative

B. The undersigned representative of the Contractor/Subcontractor certifies that the contracting entity has in place for all of its employees not covered by a collective bargaining agreement that deals with the subject of the Act, the attached substance abuse prevention program that meets or exceeds the requirements of Public Act 95-0635 **[attach a copy of the program].**

_____
Contractor/Subcontractor (type or print)

_____
Name of Authorized Representative (type or print)

_____
Title of Authorized Representative (type or print)

Date: _____ _____
Signature of Authorized Representative

SECTION 004870

CERTIFICATE OF COMPLIANCE WITH ILLINOIS HUMAN RIGHTS ACT

1.1 CERTIFICATE OF COMPLIANCE WITH ILLINOIS HUMAN RIGHTS ACT INFORMATION

A. _____, Contractor, does hereby certify pursuant to P.A. 87-1257, the Illinois Human Rights Act, that(he, she, it) has adopted 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 Illinois law; (iii) a description of sexual harassment, utilizing examples; (iv) an employer's internal complaint process, including penalty; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act.

B. Firm Name: _____

C. By: _____
(Authorized Agent of Contractor)

SECTION 004950

BIDDER ELIGIBILITY CERTIFICATION AND NON-COLLUSION AFFIDAVIT

1.1 BIDDER ELIGIBILITY CERTIFICATION AND NON-COLLUSION AFFIDAVIT INFORMATION

A. Public Act 85-1295 (Illinois Revised Statutes, 1987, ch. 38, art. 33E) requires that all contractors bidding for public agencies in the State of Illinois certify that they are not barred from bidding on public contracts for bid rigging or bid rotation.

B. The following certification must be signed and submitted with bidder's bid proposal. FAILURE TO DO SO WILL RESULT IN DISQUALIFICATION OF THE BIDDER.
   1. _____, as part of its bid on
      (Name of Contractor)
   2. Contract for – 2024 Village Hall Renovations, hereby certifies that said contractor is not barred from bidding on the aforementioned contract as a result of a violation of either Section 33E 3 or 33E-4 of Article 33E of Chapter 38 of the Illinois Revised Statutes.
   3. The undersigned further certifies and affirms that this proposal was prepared independently for this project and that it contains no fees or amounts other than for legitimate execution of this work as specified and that it includes no understandings or agreements in restraint of trade.

Firm Name: _____

By: _____
(Authorized Agent of Contractor)

_____
(Title)

Subscribe and sworn to before me

this _____ day of _____.

_____
(Notary Public)

SECTION 004960

FAIR EMPLOYMENT PRACTICES AFFIDAVIT OF COMPLIANCE

1.1 FAIR EMPLOYMENT PRACTICES AFFIDAVIT OF COMPLIANCE

A. THIS AFFIDAVIT MUST BE EXECUTED AND SUBMITTED WITH THE SIGNED CONTRACT FORM. NO CONTRACTS WILL BE ACCEPTED BY THE BOARD OF TRUSTEES OF THE VILLAGE UNLESS SAID AFFADIVIT IS SUBMITTED CONCURRENTLY WITH THE CONTRACT.

_____
(Name)

being first duly sworn, deposes and says that he/she is the

_____
(Title)

of _____
(Name of Company)

and that he/she has the authority to make the following affidavit that he/she has knowledge of the Village Bid Specifications and Documents relating to Fair Employment Practices and knows and understands the contents thereof: that he/she certifies hereby that is the policy of

_____
(Name of Company)

to recruit, hire. train, upgrade, promote and discipline its employees without regard to race, color, creed, religion, age, sex, or physical mental handicap; and that the Company has and enforces policies which prohibit sexual harassment in the workplace.

_____
(Signature)

SUBSCRIBED and sworn to before me

this _____ day of _____

_____
(Notary Public)

SECTION 004970

INDEMNITY HOLD HARMLESS AGREEMENT

1.1 INDEMNITY HOLD HARMLESS AGREEMENT

A. To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the Village its officials, agents and employees against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in anywise accrue against the Village, its officials, agents and employees, arising in whole or in part of in consequence of the performance of this work by the Contractor, its employees, or subcontractors, or which may in anywise result in therefore, except that arising out of the sole legal cause of the Village, its agents or employees, the Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all cost and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the Village, its officials, agents and employees, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.

Contractor expresses, understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its officials, agents and employees as herein provided.

The Contractor further agrees that to the extent that money is due the Contractor, by virtue of this contract as shall be considered necessary in the judgment of the Village may be retained by the Village to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that extent shall have been furnished to the satisfaction of the Village.

CONTRACTOR:

_____
(Signature)

SUBSCRIBED and sworn to before me

this _____ day of _____

_____
(Notary Public)

SECTION 007213

GENERAL CONDITIONS

FORM OF GENERAL CONDITIONS

1.1 AIA Document A201, General Conditions of the Contract for Construction, 2017 Edition, attached, is the General Conditions between the Owner and Contractor.

1.2 AIA Document A101-Exhibit A, Insurance and Bonds, 2017 Edition, attached, is the Insurance and Bonds requirements, for the Owner and Contractor, for the project.

1.3 A Letter of Intent to Award a Construction Contract will be issued to the approved contractor upon approval of the Owner. This Letter of Intent shall serve as the Notice to proceed and the Contract for Construction, with all the terms and conditions referenced in the contract documents, until the contract, referenced above, has been fully executed. The awarded contractor shall begin all construction services as specified upon receipt of this Letter of Intent.

END OF SECTION

DRAFT

AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)

Village of Lemont - General »
«051024 »

THE OWNER:
(Name, legal status and address)

«Village of Lemont
418 Main Street
Lemont, Illinois 60439 »« »
« »

THE ARCHITECT:
(Name, legal status and address)

« «TRIA Architecture, Inc.»« »
«901 McClintock Drive, Suite 100
Burr Ridge, Illinois 60527»

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ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents ~~are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement,~~ consist of the Invitation to Bid, Instruction to Bidders, Bid Form, Agreement between Owner and Contractor (hereinafter the Agreement), Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Schedules, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, ~~or (4)~~ (4) an Architect's Supplemental Instruction, or (5) a written order for a minor change in the Work issued by the Architect. ~~Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.~~

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams. Figured dimensions shall be followed in preference to measurements by scale. All dimensions shall be checked against field measurements of existing conditions to be taken by the Contractor.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.1.9 In the event that the Owner retains a Construction Manager at Risk for the Project, the term "Contractor" as used herein shall refer to the Contractor or Construction Manager at Risk.

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§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the ~~Contractor.~~ Contractor and items reasonably inferable therefrom. The Contract Documents are complementary, and what is required by one shall be as binding as if required by ~~all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.~~all.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.1.2 Where conflicts exist within or between parts of the Contract Documents, or between the Contract Documents and applicable standards, codes and ordinances, the Contractor shall seek a clarification in writing from the Architect. In the event that the Architect does not respond within fourteen (14) days, the more stringent or higher quality or greater quantity requirements shall apply.

§ 1.2.1.3 Large-scale drawings take precedence over small-scale drawings, figured dimensions over scaled dimensions and noted materials over graphic representations. Words in singular shall include a plural whenever applicable, or the context so indicates.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.2.3.1 In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities: 1) The Agreement, 2) Addenda, with those of later date having precedence over those of earlier date, 3) The General Conditions of the Contract for Construction, 4) Drawings and Specifications.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement. The descriptive headings of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any provisions following them.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

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§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

~~**§ 2.1.2** The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.~~

§ 2.2 ~~Evidence of the Owner's Financial Arrangements~~Information and Services Required of Owner

§ 2.2.1 ~~Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.~~All permits and fees shall be obtained and paid for by the Contractor under the Contract Documents. The Contractor shall also be responsible to obtain all temporary permits including, but not limited to, demolition and canopy permits required to execute the Work

§ 2.2.2 ~~Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the~~

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~~Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.~~The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.2.3 ~~After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.~~If the employment of the Architect terminates, the Owner shall employ a successor whose status under the Contract Documents shall be that of the Architect.

~~**§ 2.2.4** Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.~~

~~§ 2.3 Information and Services Required of the Owner~~

§ 2.3.1 ~~Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.~~**Surveys.** The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.2 The Owner shall ~~retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.~~furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.3 ~~If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.~~Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

~~**§ 2.3.4** The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.~~

~~**§ 2.3.5** The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.~~

~~**§ 2.3.6** Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.~~

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner

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to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ~~ten-day~~ seven-day (7) period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner ~~may,~~ may immediately, without prejudice to other remedies the Owner may have, correct such default or neglect. ~~Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable~~ In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor, the cost of correcting such deficiencies, including ~~Owner's expenses and~~ but not limited to, attorney's fees, compensation for the Architect's additional services ~~made necessary by such default, neglect, or failure. If current and future payments~~ and expenses incurred in connection with such default, neglect or failure. Said Change Order shall be deemed signed by the Contract for the purposes stated in Section 7.2.1 even if the Contractor fails to physically sign such Change Order. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, ~~the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.~~

at the Owner's option, the excess shall be deducted from any payment thereafter due or shall be paid by the Contractor immediately upon demand of the Owner. This right shall be in addition to and not in restriction or derogation of the Owner's rights under Article 14 hereof.

§ 2.6 ADDITIONAL RIGHTS

The rights stated in Article 2 shall be in addition and not in limitation of any other rights of the Owner granted in the Contract Documents or at law or in equity.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, ~~become generally familiar with~~ has inspected the local conditions under which the Work is to be performed, and has reviewed the Contract Documents, and correlated personal observations and inspections, and the bid, with all of the requirements of the Contract Documents.

§ 3.2.1.1 It shall be the duty of the Contractor to verify all dimensions given on the Drawings, and to report any error or inconsistency to the Architect before commencing Work.

§ 3.2.1.2 If the Contractor finds any details, construction procedures or materials shown on the Drawings or called for in the Specifications which the Contractor believes may not be satisfactory for the use shown, the Contractor shall so notify the Architect at least five (5) days before bids are due. Signing of the Agreement and starting the Work by the Contractor shall indicate the Contractor agreement with all details, construction procedures, and materials so shown and/or specified and shall indicate the Contractor's willingness to construct the Project in strict accordance with the Contract Documents and to guarantee the Project in full compliance with the warranty provisions of the Contract Documents. By executing this Agreement, the Contractor further acknowledges that it has satisfied itself as to the nature and location of the Work, the general and local conditions under which the Work is to be performed, including

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those bearing upon transportation, disposal, handling and storage of materials availability of labor, water, electric power, roads and uncertainties of weather, ground water table or similar physical conditions of the ground, the character, quality and quantity of surface and subsurface materials to be encountered, the character of equipment and facilities needed prior to and during the prosecution of the Work, and all other matters which can in any way affect the Work or the cost thereof . Any failure by the Contractor to become acquainted with all the available information concerning these conditions will not relieve the Contractor from any obligations with respect to the Contract Documents.

§ 3.2.1.3 If Work is required in a manner that makes it impossible to produce the quality required by the Contract Documents, or should discrepancies appear among the Contract Documents, the Contractor shall request in writing an interpretation from the Architect before proceeding with the Work. The Contractor shall perform the work at no additional cost to the Owner in accordance with the Architect's determination.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. ~~These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering~~ The Contractor shall promptly report to the Owner and the Architect any errors, omissions, or inconsistencies in the Contract ~~Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.~~Documents. The Contractor shall not be liable to the Owner or Architect for damage resulting from errors, inconsistencies, or omissions in the Contract Documents unless the Contractor recognized or should have recognized such error, inconsistency, or omission, and failed to report it to the Architect, in which case the Contractor shall not be entitled to an increase in the Contract Sum or Contract Time and the Contractor shall bear all attributable costs for correction. The Contractor agrees to release and hold harmless the Owner for errors, inconsistencies or omissions in the Contract Document which should have been discovered by the Contractor.

§ 3.2.3 The Contractor ~~is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.~~shall verify the accuracy of all grades, elevations, existing conditions, dimensions and locations. In all cases of interconnection of the Contractor's Work with existing or other work, the Contractor shall verify at the site all dimensions relating to such existing or other work. Any errors due to the Contractor's failure to so verify all such grades, elevations, existing conditions, locations or dimensions shall be promptly rectified by him without extra cost to the Owner. Neither the Owner nor the Architect guarantee the exactness of grades, elevations, dimensions, existing conditions or locations given on any drawings issued by the Architect or work installed by other contractors.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs ~~those obligations,~~ the obligations in Sections 3.2.2 and 3.2.3, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, ~~inconsistencies~~ inconsistencies, or omissions in the Contract ~~Documents,~~ Documents or for differences between field measurements or conditions and the Contract Documents, ~~or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.~~unless the Contractor recognized or should have recognized the error, inconsistency, omission, or difference and failed to report it.

§ 3.2.5 In no event shall the Architect or Owner have control over, charge of, or any responsibility for construction means, methods, techniques, sequences, or procedures or for safety precautions and programs in connection with this Work, notwithstanding any of the rights and authority granted the Owner in the Contract Documents.

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§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures. The Contractor shall review any construction or installation procedure (including those recommended by any product manufacturer). The Contractor shall provide written notice to the Architect:

(a) If a specified product deviates from good construction practices.
(b) If following the Specifications will affect any warranties.
(c) Any objections which the Contractor may have to the Specifications.

The responsibilities imposed on the Contractor by this Section shall be in addition to, and not be limited by, any and all other provisions of these Contract Documents.

§ 3.3.2 The Contractor shall engage workmen who are skilled in performing the Work and all Work shall be performed with care and skill and in a good workmanlike manner under the full time supervision of the approved superintendent described in Section 3.9.3. The Contractor shall be liable for all property damage including repairs or replacement of the Work and economic losses which proximately result from the breach of this duty. The Contractor shall be responsible to the Owner for the acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and any other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its ~~Subcontractors.~~Subcontractors or claiming by, through or under the Contractor, and for any damages, losses, costs and expenses resulting from such acts or omissions.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.3.4 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required of or performed by persons other than the Contractor.

§ 3.3.5 The Contractor shall coordinate all portions of the work with separate Owner-employed contractors, if any.

§ 3.3.6 The Contractor shall assign a competent, technically-trained office project manager to the Project who shall perform all office functions including checking, approving and coordinating shop drawings and approving purchasing and disbursement pay-out requests and correspondence, and responding to Owner inquiries.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

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§ 3.4.2 ~~Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.~~Substitutions: Before or after the after the award of the Contract, a request by the Contractor for a substitution of materials or equipment in place of those specified in the Contract Documents will be considered only under one or more of the following conditions:

(a) Required for compliance with interpretation of code requirements or insurance regulations then existing.
(b) Unavailability of specified products, through no fault of the Contractor.
(c) Subsequent information discloses inability of specified products to perform properly or to fit in designated space.
(d) Manufacturer/fabricator refuses to certify or guarantee performance of specified product as required.
(e) When it is clearly seen, in the judgment of the Architect and with the Owner's approval, that a substitution would be substantially to the Owner's best interests, in terms of cost, time, or other considerations.

By making requests for substitutions hereunder, the Contractor:

.1 represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
.2 represents that the Contractor will provide the same warranty for the substitution that the Contractor would for that specified;
.3 certifies that the cost data presented is complete and includes all related costs under this Contract except the Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and
.4 will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

§ 3.4.2.1 Substitution requests shall be written, timely and accompanied by adequate technical, cost data and information to satisfy one or more conditions above. Requests shall include a complete description of the proposed substitution, name of the material or equipment for which it is to be substituted, drawings, cut sheets, performance and test data and any other data or information necessary for a complete evaluation by the Architect.

§ 3.4.2.2 The Contractor may make a substitution only upon the written consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. The Contractor shall be responsible for any damages to property or injuries to persons, or to any other harm, caused by the Contractor's employees.

§ 3.4.4 After the Agreement has been executed, the Owner and the Architect will consider a formal request for the substitution of products in place of those specified only under the conditions set forth in Section 7.5.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and ~~new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.~~ new, unless otherwise required or permitted by the Contract Documents and that the Work will be free from faults and defects and in conformance with the Contract Documents. The warranty will not be affected by the specification of any product or procedure unless the Contractor objects promptly to such product or procedure and advises the Architect of possible substitute products or procedures which will not affect the warranty. This warranty shall not be restricted by the

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limitations of any manufacturer's warranty. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective in the Owner's sole discretion. Inability or refusal of the Subcontractor or supplier responsible for the defective work to correct such work shall not excuse the Contractor from performing under the warranty. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 ~~All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.~~Unless a specific guarantee is required in a particular division of the Specifications that is longer in duration than one (1) year from the date of Final Completion, the Work shall be guaranteed by the Contractor against defects in material and workmanship for a period of one (1) year from the date of Final Completion (date of issuance of final payment to the Contractor).

§ 3.5.3 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

~~The Contractor shall pay~~ Retail sales tax shall not be included in the bid amount. The Owner is exempted by Section 3-5 of the Illinois Use Tax Act, 35 ILCS 105/1 et. seq, from paying any of the taxes imposed by the Act and sales to Owner are exempt by 35 ILCS 120/1 et. seq. from any of the taxes imposed by the Act. The Department of Revenue of the State of Illinois has declared that sales of materials to construction contractors for conversion into real estate for schools, governmental bodies, agencies and instrumentalities are not taxable retail sales. The Contractor shall be responsible for any sales, consumer, use and similar taxes for the ~~Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.~~Work.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 ~~Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies.~~ The Contractor shall secure all permits, licenses and inspections necessary for proper execution and completion of the Work ~~that~~ which are customarily secured after execution of the Contract and ~~legally required at the time bids are received or negotiations concluded.~~which are legally required when bids are received.

§ 3.7.1.1 All cash deposits, bonds, fees, inspections, licenses, or permit fees shall be paid for by the Contractor.

§ 3.7.1.2 Prior to submission of all applications for permits, licenses or inspections the Contractor shall submit a copy of the application or written notice to the Owner for approval.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor observes or believes that portions of the Contract Documents are at variance with applicable laws, statutes, ordinances, building codes, and rules and regulations, the Contractor shall promptly notify the Architect and Owner in writing for clarification by the Architect. If the Contractor performs Work knowing it to be contrary to any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the ~~costs~~ cost, damages, losses and expenses attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are ~~disturbed and in no event later than 14 days after first observance of the conditions.~~ disturbed.. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum

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or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15. The site conditions contemplated by this Section include, but are not limited to, materials containing asbestos, polychlorinated biphenyl (PCB), or hazardous materials as defined in the Contract Documents.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- **.1** allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- **.2** Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- **.3** whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent fluent in the English language and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Important communications by the superintendent shall be confirmed in writing. Other communications by the superintendent shall be similarly confirmed on written request in each case. Failure of the superintendent to supervise the job properly shall be deemed as a default by the Contractor under the Contract Documents as determined by the Owner with the advice of the Architect.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. ~~Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.~~If the Owner has any objection to the proposed superintendent, the Owner shall notify the Contractor in writing within seven (7) days of its objection, and the Contractor shall propose a replacement.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's ~~consent, which shall not unreasonably be withheld or delayed.~~and Architect's written consent..

§ 3.9.4 The Contractor's superintendent must be dedicated solely to the Project and must be at the Project site at all times that Work is being performed at the site, whether the Work is performed by the Contractor's own forces or by any subcontractors. The superintendent must be at the Project site from the first day of on-site activities until a minimum of thirty (30) days after the date of Substantial Completion until all punch list items have been completed.

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Failure by the Contractor to provide full-time on-site supervision shall constitute grounds for termination of the Contract Documents by the Owner with seven days written notice.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the ~~Contract, shall~~ Project, shall prepare and submit for the Owner's and Architect's ~~information a Contractor's construction schedule for the Work.~~ review its Construction Schedule for the Work of the Contractor. Such Construction Schedule shall not exceed the completion dates, delivery dates or time limits required in the Contract Documents. The Construction Schedule shall be revised by the Contractor at appropriate intervals as required by the conditions of the Work and Project, and shall provide for expeditious execution of the Work and shall be submitted to the Owner and Architect for review and approval. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The ~~Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.~~Contractor shall prepare and keep current, for the Architect's record only, a schedule of submittals (the "Submittal Schedule") which is coordinated with the approved Construction Schedule and allows the Architect reasonable time, as indicated in the Contract Documents, to review submittals. Neither the Contractor's preparation of the Submittal Schedule nor the Architect's receipt or review shall modify the Contractor's responsibility to make required submittals or to do so in a timely manner to provide for review in accordance with Section 4.2.7 as modified herein..

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect. The Owner's or Architect's failure to object to a submitted schedule that exceeds time limits current under the Contract Documents shall not relieve the Contractor of its obligations to meet those limits, nor shall it make the Owner or Architect liable for any of the Contractor's damages incurred as a result of increased construction time or not meeting those time limits. Similarly, the Architect's or Owner's failure to object to a Contractor's schedule showing performance in advance of such time limits shall not create or infer any rights in favor of the Contractor for performance in advance of such time limits.

§ 3.10.4 At the time of each Application for Payment, the Contractor shall provide to the Owner and the Architect an update on the Project schedule and a written status report, which includes a description of the progress of the Work and if progress is behind schedule, the Contractor's plan to recover the Work to meet the approved Construction Schedule. The report shall also include a summary of the Contractor's meetings with subcontractors.

§ 3.10.5 The Contractor shall hold meetings at least weekly (or at such intervals as are otherwise acceptable to the Owner and Architect) at the site. The Contractor shall provide the subcontractors, Architect and the Owner with a meeting schedule. The Contractor shall require subcontractors currently working at the site(s) to have a representative present for such meetings.

§ 3.10.6 Within twenty-one (21) days of the award of the Project, the Contractor shall provide a written report to the Architect and the Owner that includes a list of the Contractor's suppliers, a list of materials and equipment to be purchased from suppliers and fabricators, the time required for fabrication, and the scheduled delivery dates for materials and equipment. Copies of the Contractor's purchase orders shall be delivered to the Architect and the Owner as soon as possible after receipt by the Contractor.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field

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changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and along with all operating manuals for all equipment, shall be available to the Architect at all times and delivered to the Architect for submittal to the Owner ~~upon completion of the Work as a record of the Work as constructed.~~after completion of the Work but before the final Application for Payment.

§ 3.11.1 The Contractor shall maintain at the site(s) one set of record drawings for the Owner and Architect of the as built plans and specifications for concealed work, particularly concealed piping and conduit. Any deviations from conditions shown on the Contract Drawings shall be shown and dimensioned on these record drawings. The Contractor shall develop layout drawings for concealed work that is schematically indicated on Contract Drawings in order to have dimensioned layouts of such concealed work. This requirement does not authorize any deviations without approval of the Architect.

§ 3.11.1.1 The field information in the record drawings to be so marked shall include at a minimum:

(1) Significant deviations of any nature made during construction;

(2) Location of underground mechanical and electrical services, utilities, and appurtenances, referenced to permanent surface improvements.

(3) Location of mechanical and electrical services, utilities, and appurtenances that are concealed in the building, referenced to accessible features of the building.

§ 3.11.2 The Contractor shall maintain and shall require its subcontractors to maintain at the site(s) an accurate record of deviations and changes in the Work from the Contract Documents; shall indicate all such deviations and changes on reproducible transparencies of the Contract Documents; and shall turn over to the Architect upon completion of the Work all such record drawings, documents and information, such as final shop drawings and sketches, marked prints and similar data indicating the as-built conditions. Plumbing, HVAC and Electrical Contractors/Subcontractors shall be required to record all changes or deviations in the work from the Contract Documents. . The cost of recording and transferring the changes or deviations to the transparencies shall be included in the Contract Sum for the respective Work. The as-built transparencies shall be delivered by the Contractor to the Architect prior to the final acceptance of the Project and issuance of final payment.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

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§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

~~**§ 3.12.10.1** If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, 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 the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.~~

§ 3.12.10.1. When professional certification or performance criteria of materials, systems or equipment is required by the Contract Documents, the Contractor shall provide the person or party providing the certification with full information of the relevant performance requirements and on the conditions under which the materials, systems, or equipment will be expected to operate at the Project site. The certification shall be based on performance under the operating conditions at the Project site. The Architect shall be entitled to rely on the accuracy and completeness of such certifications.

§ 3.12.10.2 ~~If~~ When the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

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§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.13.1 Only material and equipment which is to be used directly in the construction of this Project shall be brought to and stored on the job site by the Contractor. After equipment is no longer needed on this Project, it shall be promptly removed from the job site. Protection of all construction materials and equipment stored at the Job Site is the sole responsibility of the Contractor.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate ~~Contractor. Consent~~ Contractor which consent shall not be unreasonably withheld. The ~~Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.~~Contractor's consent is not required.

§ 3.14.3 Only tradespersons skilled and experienced in cutting and patching shall perform such work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project. The Contractor shall remove and clean up hazardous materials as required by the Contract Documents and in compliance with all applicable laws, rules regulations and codes.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

~~**§ 3.16 Access to Work**~~

~~The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.~~

§ 3.15.3 All exterior and interior Work shall be cleaned by the Contractor using specific materials as recommended for surfaces to be cleaned. Damage to any surfaces due to improper cleaning methods of materials shall be repaired to the satisfaction of the Architect and Owner, by the Contractor, at no cost to the Owner.
The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress at all times and wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or ~~Architect.~~ Architect, except to the extent of Contractor's fault. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor ~~shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses,~~

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waives any right of contribution against and shall defend, indemnify and hold harmless Owner, any Owner's Representative, the Architect and each of their respective officers, directors, officials, board members, agents, consultants and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from or in connection with the performance of the Work, provided that ~~such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a~~ any such claim, damage, loss or expense (these are collectively referred to as "claims") is caused by or alleged to be caused by an act or omission of Contractor, any Subcontractor, anyone directly or indirectly employed by ~~them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense~~ any of them or anyone for whose acts any of them may be liable in the performance of the Agreement, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or ~~reduce other rights or obligations of indemnity that would otherwise exist as to a~~ otherwise reduce any other right or obligation of indemnity or contribution which would otherwise exist as to any party or person described in this ~~Section 3.18.~~Contract. The obligations of the Contractor under this Section 3.18.1 shall be construed to include, but not be limited to, injury or damage consequent upon failure to use or misuse by the Contractor, his agents, Sub-Contractors, and employees of any scaffold, hoist, crane, stay, ladder, support, or other mechanical contrivance erected or constructed by any person, or any or all other kinds of equipment, whether or not owned or furnished by the Owner.

§ 3.18.2 ~~In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.~~To the fullest extent permitted by law, the Contractor agrees to indemnify, defend, save and hold harmless the following indemnitees: the Architect and the Owner and each of their respective board members, directors, officers, officials, agents ,consultants, and employees, individually and collectively, from all claims, demands, actions and the like, of every nature and description, made or instituted, by third parties, arising or alleged to arise out of the work under this Agreement, as a result of any act or omission of either the Contractor or any Subcontractor, or any of their employees or agents. The Contractor and its Subcontractor shall name the Owner, the Architect and their respective board members, officers, officials, directors, agents and employees, individually and collectively, as additional insureds on their commercial general liability for claims arising out of the operations of the Contractor/Subcontractor, automobile liability and excess/umbrella coverage which insurance shall be primary coverage as respects the additional insureds. The Contractor and Subcontractor/s shall furnish Owner with copies of such policies prior to beginning any Work.

§ 3.18.3 "Claims, damages, loses and expenses" as these words are used herein shall be construed to include, but not be limited to (1) injury or damage consequent upon the failure of or use or misuse by Contractor, its Subcontractors, agents, servants or employees, of any hoist, rigging, blocking, scaffolding, or any and all other kinds of items of equipment, whether or not the same be owned, furnished or loaned by Owner; (2) all attorneys' fees and costs incurred in defense of the claim or in bringing an action to enforce the provision of this Indemnity or any other indemnity contained in the Contract Documents; and (3) all costs, expenses, lost time, opportunity costs and other similar indirect or incident damages incurred by the party being indemnified or its employees, agents or consultants.

§ 3.18.4 In the event that the Contractor or its Subcontractors are requested but refuse to honor the indemnity obligations hereunder or to provide a defense, then the party indemnifying shall, in addition to all other obligations, pay the cost of bringing any such action, including attorneys' fees, time expended by the party being indemnified and their employees in the defense of any litigation covered by this indemnity provision at their usual rates, including costs and expenses, to the party requesting indemnity.

§ 3.18.5 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts. The Contractor hereby knowingly and intentionally waives the right to assert, under the case of Kotecki v. Cyclops Welding Corp., 146 Ill. 2d 155 (1991) that Contractor's liability may be limited to the amount of its statutory liability under the Workers' Compensation Act, and agrees that Contractor's liability to indemnify and defend the Owner and Architect is not limited by the so called "Kotecki Cap".

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The Contractor shall include this provision in each of its Subcontract agreements and shall require its Subcontractors to be so bound.

§ 3.18.6 The Contractor shall include in each and every Subcontract with any and all subcontractors and/or material suppliers performing Work and require each and every Subcontractor and/or material supplier performing Work to agree to be bound by all of the provisions 3.18.1 through 3.18.9 under the Contract Documents.

§ 3.18.7 The Contractor's indemnity obligations hereunder shall specifically include all claims and judgments which may be made against the indemnitees under federal or state law or the law of the other governmental bodies having jurisdiction, and further, against claims and judgments arising from violation of public ordinances and requirements of governing authorities due to Contractor's or Contractor's employees method of execution of the Work.

§ 3.18.8 The indemnification provisions of this Section 3.18 are not intended to circumvent the Construction Contract Indemnification for Negligence Act, 740 ILCS 35/0.01 et seq. and shall not be construed as such, but in such a way to effect its enforcement.

§ 3.18.9 The Contractor shall indemnify and hold harmless the Owner in the event of labor or trade union conflicts or disputes between the Contractor and Subcontractors and their respective employees. The Contractor shall endeavor to adjust and resolve such conflicts and disputes which affect the timely completion of the Work. Such conflicts or disputes shall not be a basis or excuse for the violation of the Contract Documents by the Contractor or its Subcontractors, and shall not provide the Contractor with relief from complying with dates for Substantial Completion or Final Completion. Labor or trade union disputes that affect production or delivery of materials or equipment, or the installation, shall be at no cost to the Owner. The Contractor shall notify the Architect and the Owner in writing as soon as possible as to any labor or trade disputes which may affect the Work and its timely completion. In such event, the Contractor shall provide a written proposal to the Architect and the Owner which includes any comparable substitution(s) necessary to complete the Work.

§ 3.18.10 None of the foregoing provisions shall deprive the Owner or the Architect of any action, right or remedy otherwise available to them or either of them at law.

§ 3.19 If the Work is to be performed by trade unions, the Contractor shall make all necessary arrangements to reconcile, without delay, damage, or cost to the Architect or the Owner, any conflict between the Contract Documents and any agreements or regulations of any kind at any time in force among members or councils which regulate or distinguish what activities shall not be included in the Work of any particular trade. In case the progress of the Work is affected by any undue delay in furnishing or installing any items or materials or equipment required under the Contract Documents because of the conflict involving any such agreement or regulation, the Architect may require that other material or equipment of equal kind and quality be provided at no additional cost to the Owner.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, ~~Contractor,~~ and Architect. Consent shall not be unreasonably withheld.

§ 4.1.3 The Architect's and its consultants' services will terminate sixty (60) days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in the Contract Documents, whichever is earlier. Any services required of the Architect and its consultants after this date will be back-charged to the Contractor by the Owner.

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§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals ~~appropriate to the stage of construction, or as otherwise agreed with the Owner,~~ as agreed to by Owner and Architect to become generally familiar with the progress and quality of the ~~portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully~~ Work to endeavor to determine that the Work, when completed, will be in accordance with the Contract ~~Documents.~~ Documents, and to endeavor to guard the Owner against defects and deficiencies in the Work. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the ~~portion of the~~ Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols. However, this Section shall not be deemed to prohibit direct communication between the Owner and the Architect.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts. The Contractor shall provide to the Architect (1) mechanics lien waivers for itself and each of its Subcontractors for any monies sought for payment and (2) sworn statements listing subcontractors and materialmen before issuing Payment Certificates, and if such sworn statement or waivers are not provided, the Architect's Certificates shall be conditioned upon and subject to the receipt of such waivers.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. ~~Any Work~~ rejected by the Architect shall be reported promptly to the Owner in writing. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the

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Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. The Contractor shall make submittals to the Architect in a manner to allow for the Architect's reasonable prompt review and to allow for timely ordering of components of the Work to affect no delay in the Work.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to ~~Section 9.10.~~Section 9.10; however, the issuance of such final Certificate of Payment shall not bind the Owner to any payment unless it accepts such final Certificate for Payment. The Owner's acceptance shall not be unreasonably withheld. Additionally, the Architect shall review all warranties and related documents and provide a recommendation to the Owner as to whether the warranties comply with the Contract Documents.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will initially interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If the Contractor submits such written request to the Architect, the Contractor will simultaneously provide a copy of such request to the Owner. The Architect will consult with the Owner regarding any request by the Contractor before responding to the Contractor.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information. The Architect will provide the Owner with a copy of any response provided pursuant to this Section.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

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§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 ~~Unless otherwise stated in the Contract Documents, the Contractor, as~~ As soon as practicable after award of the Contract, the Contractor , shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.1.1 In addition to the information which may be required prior to the award of the Project, not later than twenty-one (21) days after Notice of Award of the Project, the Contractor shall furnish to the Owner through the Architect the names of persons or entities proposed as manufacturers for each of the products identified in the General Requirements and, where applicable, the name of the installing Subcontractor.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made ~~reasonable and timely~~ an objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection. All subcontracts between the Contractor and subcontractors shall be made in writing, shall be assignable to the Owner, and shall contain the following sentence, 'The Owner is an intended third-party beneficiary of this Subcontract.'

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable ~~objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.~~objection No additional costs shall be allowed for a change required due to an objection by the Owner, Contractor, or Architect

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected ~~if the Owner or Architect makes reasonable objection to such substitution.~~without written approval of the Owner. The Contractor further acknowledges and agrees that after award of the Project to the Contractor, any savings on changes to subcontract or substitute subcontractors will be for the benefit of the Owner and will not be used for the benefit of the Contractor or to increase the Contractor's profit on the Project. The foregoing benefit to the Owner shall include any adjustment in the amount of the price of a subcontract to less than the quoted price of the subcontractor upon which the Contractor's fixed bid price or Contract Sum was based. Further, if a manufacturer or supplier of any machinery or equipment, including, but not limited to, heating and air conditioning units or systems, changes specifications or offers incentives, discounts or lower prices after award of the Contract to the Contractor, those savings will inure to the benefit of the Owner and not the Contractor, subcontractor, manufacturer or supplier.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

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§ 5.3.1 The Contractor shall be responsible for its Subcontractors and shall carry insurance which covers the Contractor for liability arising from its Subcontractors and shall ensure that its Subcontractors are carrying insurance to protect the Subcontractors as well as the Owner, Architect and Architect's consultants.

§ 5.3.2 The Owner and Architect assume no responsibility for overlapping, gaps or omission of parts of the Work by various Contractor in awarding subcontracts.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 ~~Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.~~Intentionally Deleted.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of ~~subrogation.~~
subrogation without altering the Owner's Agreement with the Contractor.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

~~**§ 6.1.4** Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.~~

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly

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notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. ~~The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.~~

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

~~**§ 6.2.5** The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.~~

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.1.4 For any changes in the Work requested by the Contractor involving more than a three (3) calendar day extension of time, the Contractor shall submit critical path schedule showing the original schedule and impact of the proposed change justifying the requested extension of time. The Owner may at its option refuse the extension of time and have the Contractor perform the Work within the original schedule provided all reasonable costs for completing the Work including overtime and acceleration costs are included in the Change Order.

§ 7.1.5 If a proposal for extra work is requested by the Owner from the Contractor which involves additional time, at the Owner's option, the Owner may extend the completion date for that portion of the Work included in the change, without extending the Contract Time for the remainder of the Work.

§ 7.1.6 Changes which involve credits to the Contract Sum shall include overhead, profit, general conditions, and bond and insurance costs.

§ 7.1.7 For any adjustments to the Contract Sum based on other than the unit price method, overhead, profit, and General Conditions combined shall be calculated at the following percentages of the cost attributable to the change in the Work:

.1 For the Contractor for Work performed by the Contractor's own forces, ten percent of the Cost of the Work for the change.

.2 For the Contractor, for Work performed by the Contractor's Subcontractors five percent of the amount due the Subcontractor.

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.3 For each Subcontractor or Sub-subcontractor involved, for Work performed by that Subcontractor's or Sub-subcontractor's own forces, ten percent of the Cost of Work for the change.

.4 For each Subcontractor, for Work performed by the Subcontractor's Sub-subcontractors, five percent of the amount due the Sub-subcontractor.

.5 Costs to which overhead, profit, and general conditions is to be applied shall be determined in accordance with the Contract Documents.

.6 When both additions and credits are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase, if any;

§ 7.1.8 In order to facilitate checking of quotations for extras or credits, all proposals shall be accompanied by:

.1 A complete itemization of costs including labor, material.

.2 Subcontractor's, Sub-subcontractor's and material suppliers for their portions of the work itemized to include labor, material.

.3 Labor costs shall be indicated hourly wage and fringe benefits. Labor hours shall be provided for each phase of the work.

.4 Material costs shall include unit costs and units required where applicable.

§ 7.1.9 The Contractor understands that Change Orders to the Contract which increase or decrease the Cost of the Work by $10,000 or more, or the time of completion by 30 days or more, will require written documentation by the Owner that the changes:

.1 were not reasonably foreseeable at the time the Contract was signed;

.2 were not within the contemplation of the Contract as signed; and

.3 are in the best interest of the Owner and authorized by law.

§ 7.1.10 The Contractor shall provide written notice to the Architect and the Owner if overtime labor rates are included in the computation of the cost of a proposed Change Order or Construction Change Directive.

§ 7.1.11 In the event that the Contractor and the Owner do not reach agreement on a Change Order or a Construction Change Directive, the Owner may, in its discretion, delete the labor, materials and equipment that are the subject of the Change Order or the Construction Change Directive from the Work to be performed under the Contract Documents. The Owner shall receive credit from the Contractor for the labor, materials, and equipment, including Contractor overhead and profit attributable to the deleted work. The Owner may complete the deleted work through another contractor or subcontractor.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

.1 The change in the Work;

.2 The amount of the adjustment, if any, in the Contract Sum; and

.3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

.2 Unit prices stated in the Contract Documents or subsequently agreed upon;

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.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

.4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

.1 ~~Costs~~ Actual costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;

.2 ~~Costs~~ Actual costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;

.3 ~~Rental~~ Actual rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 ~~Costs~~ Actual costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and

.5 ~~Costs~~ Actual costs of supervision and field office personnel directly attributable to the change. Cost of supervision, unless directly attributable to change, will not be allowable as an itemized cost for any additions (or credited for deletions) unless a change in the Contract Time is made.

Overtime when specifically authorized by the Owner shall be paid for by the Owner on the basis of a premium payment only, plus the cost of insurance and taxes based on the premium payment. Overhead and profit will not be paid by the Owner for overtime. Field tickets must be signed by the Owner or Architect for verification of overtime hours.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. ~~Such agreement shall be effective immediately and shall be recorded as a Change Order.~~ Upon resolution of exact scope, Contract Sum change, and Contract Time change, a Change Order shall be prepared incorporating the Construction Change Directive.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be computed in accordance with Section 7.3.4 shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net ~~increase,~~ increase or decrease, if any, with respect to that change. Also, if the amount of either the credit or the addition is in dispute, the amount of the other, non-disputed item may not be included in Applications for Payment. Overhead and profit will be included in credits to the same extent they are included in additive Change Orders.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

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§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.3.11 Change Orders that result in a net decrease in or credit to the Contract Sum must include a credit to the Owner for the Contractor's overhead and profit as described in Section 7.1.7.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall promptly notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean ~~calendar day unless otherwise specifically defined.~~working day, excluding weekends and legal holidays.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time. The Contractor shall bear all additional costs incurred to meet the Contract Time, which may require working overtime without additional compensation.

§ 8.2.4 The Contractor shall reimburse the Owner for all fees or expenses, including without limitation, the Architect, engineers and legal expenses, for additional services necessitated by Contractor's failure to obtain Substantial Completion within the time established in the agreement, for more than two (2) inspections for Substantial Completion, or for more than one (1) final inspection.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner ~~pending mediation and binding dispute resolution;~~ ; or (5) by other causes that the Contractor asserts, and the Owner Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 ~~Claims relating to time shall be made in accordance with applicable provisions of Article 15.~~The Contractor shall not be entitled to recover from the Owner, and hereby waives all rights that it or its Subcontractors or any other person may otherwise have to recovery, any costs, expenses and damages of any nature that it or its Subcontractors or

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any other person may suffer by reason of delay in the performance of the Work or any portion thereof, the extension of Contract Time granted herein being the Contractor's sole and exclusive remedy.

§ 8.3.3 ~~This Section 8.3~~ The Contractor shall not be entitled to any increase in the Contract Sum as a result of any delays in the progress of the Work. The Contractor's sole remedy for delay shall be an extension of time. This Section 8.3 does not preclude recovery of damages for delay by ~~either party~~ the Owner under other provisions of the Contract Documents.

§ 8.3.4 Notwithstanding other provisions in this Contract, Contractor shall not be entitled to any recovery of damages arising out of any event or delay caused within Contractor's control and/or for "Acts of God", including, without limitation, adverse weather conditions (which shall include typical rain events that can be reasonably predicted through historical data) which prevents such early or timely completion of the Work.

§ 8.3.5 Where a delay occurs that is beyond the Contractor's control and when the delay is not reasonably unacceptable, the Contractor has an affirmative duty to mitigate the effect of that delay on the progress of the Work. An extension of the Substantial Completion date will not be granted to the extent that the Contractor breaches said duty to mitigate.

§ 8.3.6 The stated dates for Substantial Completion and Final Completion of the Work are material inducements to the Owner in entering into the Contract Documents and all time limits stated in the Contract Documents are of the essence of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

~~Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work.~~ At the pre-construction meeting, the Contractor shall submit to the Owner and the Architect a detailed schedule of values allocating the Contract Sum to various portions of the Work.. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ~~ten days~~ twenty (20) days before the Owner's submission date for its Board's review and approval of such payment at the next Owner's Board meeting or, if the Owner's Board approves otherwise, before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents. The form of Application for Payment shall be a notarized AIA Document G702, Application and Certification for Payment, supported by AIA Document G703, Continuation Sheet.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

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§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay. However, this Section will not apply to routine retainage the Contractor intends to withhold from the Subcontractor pursuant to the Subcontract.

§ 9.3.1.3 No interest will be paid upon retention.

§ 9.3.1.4 The Contractor shall submit all payment requests to the Architect for all work completed during the previous time period. Requests submitted late will not be processed until the following month. The Contractor shall include the Contractor's waiver of lien for the full amount of the Application for Payment and Subcontractors' partial waivers of lien in the amounts of the previous month's payment

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site. The Contractor shall submit requisitions from suppliers and Subcontractors to substantiate the amounts requested on the Application for Payment for materials or equipment stored on or off site. The Owner shall have no responsibility or liability to the Contractor for the safekeeping of materials and equipment stored at the site or off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.3.4 The Contractor shall submit its application for payment as outlined in Section 9.3 on the first of the month, and the Owner will make payment in accordance with the Local Government Prompt Payment Act upon Applications properly certified by the Architect. Each partial payment request shall be made monthly and Contractor shall request payment of ninety percent (90%) of the portion of the Contract Sum properly allocable to labor, materials and equipment incorporated in the Work less the aggregate of previous payments in each case. Upon reaching Substantial Completion and with prior authorization of the Owner and the Architect, the retainage may be reduced to five (5%) for each item that is deemed substantially complete on the subsequent pay application.

§ 9.3.5 Before each certificate for payment is issued, the Contractor shall furnish to the Architect a complete statement of the amounts due to Subcontractors, parties supplying material, and for his own materials and labor, on AIA Document G702 and G702A "Application and Certificate for Payment."

§ 9.3.6 A Sworn "Contractor's Affidavit" shall be submitted with each payment request in sufficient form for the Owner to determine Contractor's right to payment and compliance with the Illinois Mechanic's Lien law. Each payment request shall include executed waivers of lien in conformity with information set forth on a properly completed Contractor's Affidavit. The Contractor shall submit waivers on a current basis with each Application for Payment, and the Subcontractors and suppliers shall submit partial waivers of lien for the amount paid to them from the prior month's pay application.

§ 9.3.7 Upon giving ten (10) days' notice in writing to the Contractor, the full contract retainage may be reinstated, and the retention restored to the basis established in Section 9.3.4 if the manner of completion of the Work and its progress do not remain satisfactory to the Owner, or if any surety of Contractor withholds its consent.

§ 9.3.8 All material necessary for the construction of this Project, delivered upon the premises, shall not be removed from the premises without written consent of the Architect.

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§ 9.3.8 The Contractor's request for final payment shall include: (1) the Contractor's Final Lien Waiver in the full amount of the contract; and (2) final lien waivers in the full amount of their contracts from all subcontractors and suppliers for which final lien waivers have not previously been submitted.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- **.1** defective Work not remedied;
- **.2** third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- **.3** failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- **.4** reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- **.5** damage to the Owner or a Separate Contractor;
- **.6** reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- **.7** repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by

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joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.5.5 The Owner shall not be required to make payment unless in its own independent judgment it accepts the Architect's Certificate.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner. In the event that the Owner elects to utilize an escrow agent, the Owner and the escrow agent may elect to make payments due the Contractor to the Contractor and its subcontractors.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect ~~and Owner~~ on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 ~~The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.~~Intentionally Deleted.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

~~If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and~~

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~~the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.~~Intentionally Deleted.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The Work will not be considered suitable for Substantial Completion review until all Project systems included in the Work are operational as designed and scheduled, all designated or required governmental inspections and certifications have been made and posted (other than for the failure of Contractor), designated instruction of the Owner's personnel in the operation of systems has been completed and documents, and all final finishes within the Project are in place. In general, the only remaining Work shall be minor in nature, so that the Owner could occupy the Project on that date and the completion of the Work by the Contractor would not materially interfere or hamper the Owner's normal business operations and/or use and enjoyment of the Project. As a further condition of Substantial Completion acceptance, the Contractor shall certify that all remaining Work will be completed within thirty calendar days or within the time stated elsewhere in the Contract Documents following the Date of Substantial Completion. Upon the Owner's written consent, the Date of Substantial Completion of landscaping portions of the Work or other designated portions of the Work may be as mutually acceptable to the Owner and the Contractor. The Contractor shall secure and deliver to the Owner written warranties and guarantees from its Subcontractors, Sub-Subcontractors and suppliers bearing the date of Substantial Completion or some other date as may be agreed to by the Owner and stating the period of warranty as required by the Contract Documents.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. With respect to Work enumerated on the list accompanying the Certificate of Substantial Completion, the guarantee or warranty period shall start at the time of subsequent acceptance of this Work in writing by Owner.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under

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Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 All Work identified on Contractor's Punch List and thereafter identified in Architect's inspection shall be completed within thirty (30) days of issuance of the Certificate of Substantial Completion. Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. ~~The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.~~

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 ~~If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.~~Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

~~**§ 9.10.4** The making of final payment shall constitute a waiver of Claims by the Owner except those arising from~~

- ~~.1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;~~
- ~~.2 failure of the Work to comply with the requirements of the Contract Documents;~~
- ~~.3 terms of special warranties required by the Contract Documents; or~~
- ~~.4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.~~

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~~§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.~~

§ 9.11 LIQUIDATED DAMAGES

§ 9.11.1 The Contractor is solely responsible for substantially completing the Work by the scheduled Substantial Completion Date for each Phase of the Work. This responsibility includes all work of the Contractor and that of its Subcontractors and suppliers. The Contractor acknowledges that the Owner will suffer significant financial loss, and there will be disruption to the Owner if the Project is not complete on or before the Substantial Completion Date for the Work set forth in the Contract Documents. The Contractor further acknowledges that the measure of such loss and the disruption to the Owner would not be susceptible to precise calculation. To protect the Owner against said loss and disruption to the Owner and not as a penalty, the Owner and the Contractor hereby agree that the Contractor and the Contractor's Surety, if any, shall be liable for and shall pay to the Owner, Liquidated Damages as per the Liquidated Damages Sliding Scale below for each calendar day of delay, per each School Campus, per Phase in Substantial Completion. Substantial Completion for the Project refers to all scheduled work being a minimum 99% complete.

LIQUIDATED DAMAGES SLIDING SCALE

Original Awarded Bid Cost	Liquidated Damages per Calendar Day
$0 - $499,999.99	$500
$500,000.00 - $999,999.99	$600
$1,000,000.00 - $3,999,999.99	$700
$4,000,000.00 - $7,999,999.99	$800
$8,000,000.00 - $11,999,999.99	$900
$12,000,000.00 - $19,999,999.99	$1,000
$20,000,000.00 - Above	$1,500

§ 9.11.2 Payments of Liquidated Damages are in addition to other direct damages that may be incurred by the Owner and not a penalty. All such Liquidated Damages may be set-off against any monies that may be due the Contractor. The Owner's approval or making of progress payments or final payment, with or without knowledge that the Work was untimely, shall not constitute or be deemed a waiver of the Owner's rights or claims, or of the Owner's ability to receive Liquidated Damages under the Contract or common law.

§ 9.11.3 In the event that Article 9.11.1 is found to be unenforceable, the Owner shall be entitled to recover its actual damages, including consequential, incident or indirect damages, for a failure to complete the Work by the scheduled Substantial Completion Date for each Phase of the Work.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. Neither the Owner nor the Architect shall be responsible for any safety precautions or programs in connection with the Work.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

.1 employees on the Work and other persons who may be affected thereby;

.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and

.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings

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against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor ~~shall~~ shall, at its sole cost and expense, promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding ~~21~~ twenty-one (21) days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.1.1 The Contractor shall not cause or permit any "Hazardous Materials" (as defined herein) to be brought upon, kept or used in or about the Projects site(s) except to the extent such Hazardous Materials: (1) are necessary for the prosecution of the Work; and (2) have been approved in writing by the Owner. Any Hazardous Materials allowed to be used on the Project site(s) shall be used, stored, and disposed of in writing as directed in writing by the Owner. Any Hazardous Materials allowed to be used in the Project site(s) shall be used, stored, and disposed of in compliance with all applicable laws relating to such Hazardous Materials. Any unused or surplus hazardous Materials, as well as, any other Hazardous Materials that have been placed, released, or discharged on the Project site(s) by the Contractor or any of its employees, agents, suppliers, or subcontractors, shall be removed from the Project site(s) at the earlier of (1) completion of the Work requiring the use of such Hazardous Materials; (2) the completion of the Work as a whole; or (3) within twenty-four (24) hours following the Owner's demand for such removal. Such removal shall be undertaken by the Contractor at its sole cost and expense and shall be performed in accordance with all applicable laws. The Contractor shall immediately notify the Owner of any release or discharge of any Hazardous Materials on the Project site(s). The Contractor shall provide the Owner with copies of all warning labels on products that the Contractor or any of its subcontractors will be using in connection with the Work, and the Contractor shall be responsible for making any and all disclosures required under applicable "Community Right to Know" or similar laws. The Contractor shall not clean or service any tools, equipment, vehicles, materials, or other items in such a manner as to cause a violation of any laws or regulations relating to Hazardous Materials. All residue and waste materials resulting from any such cleaning or servicing shall be collected and removed from the Project site(s) in accordance with all applicable laws and regulations. The Contractor shall immediately notify the Owner of any citations, orders, or warnings issued to or

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received by the Contractor, or of which the Contractor otherwise becomes aware, that relate to any Hazardous Materials on the Project site(s). Without limiting any other indemnification provisions pursuant to law or specified in this Agreement, the Contractor shall indemnify, defend (at the Contractor's sole cost, and with legal counsel approved by the Owner), and hold the Owner and Architect harmless from any and all claims, demands, losses, damages, disbursements, liabilities, obligations, fines, penalties, costs, and expenses for removing and remedying the effect of any Hazardous Materials on, under, from, or about the Project site(s), arising out of or relating to, directly or indirectly, the Contractor's or its subcontractor's failures to comply with any of the requirements herein. As used herein, the term "Hazardous Materials" means any hazardous or toxic substances, materials, and wastes listed in the United States Department of transportation Materials Table, or listed by the Environmental Protection Agency as hazardous substances, and all substances, materials, or wastes that are or become regulated under federal, state, or local law.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 ~~To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.~~Intentionally Deleted.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the ~~site unless such materials or substances are required by the Contract Documents.~~ site. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

~~**§ 10.3.6** If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.~~

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

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ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants and each of their officers, agents and employees shall be named as additional insureds under the Contractor's ~~commercial general liability policy or as otherwise described~~ liability policies on a primary and non-contributory basis as required in the Contract Documents.

~~**§ 11.1.2** The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.~~

§ 11.1.2. The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

~~**§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.~~

§ 11.1.4 Liability of Contractor and Subcontractor is not limited by purchase of insurance. Nothing contained in the insurance requirements of the Contract Documents is to be construed as limiting the liability of the Contractor, the liability of any Subcontractor of any tier, or either of their respective insurance carriers. Owner does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Owner, Contractor, Architect, or any Subcontractor's interest or liability, but are merely minimums. The obligation of the Contractor and every Subcontractor of any tier to purchase insurance shall not, in any way, limit their obligations to the Owner in the event that the Owner should suffer an injury or loss in excess of the amount recoverable through insurance, or any loss or portion of the loss which is not covered by either Contractor's or any Subcontractor's insurance.

§ 11.1.5 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

~~**§ 11.2.2 Failure to Purchase Required Property Insurance.** If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon~~

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~~receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.~~

~~**§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance.** Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.~~

§ 11.3 Waivers of Subrogation – Intentionally Deleted.

~~**§ 11.3.1** The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.~~

~~**§ 11.3.2** If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.~~

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the Owner's property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The ~~Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors~~ Contractor shall pay the Subcontractors,

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and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.5.2 ~~Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.~~ The Owner as fiduciary shall have the power to adjust and settle a loss with insurers.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After ~~Substantial~~ Final Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of ~~Substantial~~ Final Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor ~~shall~~ shall, at Contractor's sole cost and expense, correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 ~~The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.~~ Intentionally Deleted.

§ 12.2.2.3 ~~The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.~~ In the case of any Work performed in correcting defects pursuant to guarantees or warranties provided or referred to by this Article 12, the warranty or guarantee period shall begin anew from the date of the completion or correction of such Work.

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§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract ~~Documents.~~Documents and pay all attorney's fees and expenses related thereto immediately upon demand.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the ~~place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.~~
State of Illinois.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4.3 The Owner and the Architect reserve the right to accept or reject any substitutions bid upon. If substitutions are not specifically accepted in writing, materials specified as "standard" shall be used in construction of this project.

§ 13.4.4 Any material specified by reference to the number, symbol or title of specific standards, such as commercial standards, federal specifications, trade association standards, or similar standards, shall comply with requirements in the latest revision thereof and any amendment of supplement thereto in effect on the date of the Instruments of Service, except as limited to type, class or grade, or modified in such reference by a given date. The standards related to, except as modified in the Specifications, shall have full force and effect as though printed in the Specifications.

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§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, ~~except as provided in Section 13.4.3,~~ shall be at the ~~Owner's~~ Contractor's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense. Notwithstanding any other term or provision in this Article 13 to the contrary, in the event that any testing or inspection of the Work or any part thereof reveals defects in materials or workmanship, then the Contractor shall remedy such defects and shall bear all costs and expenses associated with such testing which is related to determining whether such defects have been properly remedied.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

~~Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.~~Any references in this Agreement to interest being assessed against the Owner are hereby deleted.

§ 13.6 The Contractor shall provide credit for the Owner and Architect in the Contractor's promotional materials for the Project.

§ 13.7 REGULATIONS

§ 13.7.1 The Contractor and/or Subcontractor warrant/s that it is familiar with and it shall comply with Federal, State and local laws, statutes, ordinances, rules and regulations, Owner's Board Rules and Policies, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the contract including without limitation Workmen's Compensation Laws, minimum salary and wage statutes and regulations, laws with respect to permits and licenses and fees in connection therewith, laws regarding maximum working hours, and, without limitation, such other laws and regulations as are specifically described below. Additionally, the Contractor and subcontractor warrant that they shall comply with any amendments to such federal, state and local laws, statutes, ordinances, rules and regulations that are enacted thereafter during the performance of the Work and under this Agreement. To the extent that there are any violations of any of the applicable laws, rules, regulations and/or court orders/decrees mentioned herein, the Contractor and Subcontractor shall be responsible for indemnifying and holding both the Owner and Architect free and harmless from all costs, fees and expenses incurred, directly or indirectly and including without limitation attorneys' fees, by the Owner or the Architect in responding to and

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complying with demands made by any of the governmental departments/agencies and/or the courts, or an aggrieved employee or person and such amounts may be withheld from the payments to be made on the project. It is the intention that the Owner and Architect shall suffer no time loss or other additional expenses in complying with any inquiry made with regard to any compliance with the applicable laws, rules and regulations referenced herein. No plea of misunderstanding or ignorance thereof will be considered.

§ 13.7.1.1 Whenever required or upon the request of the Architect or Owner, the Contractor or Subcontractor shall furnish the Architect and the Owner with satisfactory proof of compliance with said federal, state and local laws, statutes, ordinances, rules, regulations, orders, and decrees.

§ 13.7.2 The Contractor shall comply with the non-discrimination federal, state and local laws, including without limitation:

§ 13.7.2.1 Equal Employment Opportunities Act, American with Disabilities Act and Human Rights Act. The Contractor acknowledges that this Contract is subject to and governed by the rules and regulations of the Illinois Human Rights Act (the "Human Rights Act"), including the mandatory provisions that each contractor have in place written sexual harassment policies that shall include, at 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 complaint process including penalties; (v) the legal recourse, investigation and complaint process available through the Department and the Commission; and (vii) protection against retaliation as provided by Section 6-101 of said Act and that it has a written sexual harassment policy in place in full compliance with Section 105(A)(4) of the Human Rights Act, 775 ILCS 5/2-105(A)(4). The Contractor agrees to fully comply with the requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., including but not limited to, the provision of sexual harassment policies and procedures pursuant to Section 2-105 of the Act. The Contractor further agrees to comply with all federal Equal Employment Opportunity Laws, including, but not limited to, the Americans with Disabilities Act, 42 U.S.C. Section 12101 et seq., and rules and regulations promulgated thereunder. The provisions of Section 14.2 are included in this Amendment pursuant to the requirements of the regulations of the Illinois Department of Human Rights, Title 44, Part 750, of the Illinois Administrative Code, and Contractor shall be required to comply with these provisions only if and to the extent they are applicable under the law.

§ 13.7.2.2 As required by Illinois law, in the event of the Contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Contractor may be declared 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 canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Contract, the Contractor agrees as follows:

§ 13.7.2.2.1 That it will not discriminate against any employee or applicant for employment because of race, color, religion, creed, sex, marital status, national origin or ancestry, age, citizenship, physical or mental handicap or disability, military status, unfavorable discharge from military service or arrest record status: 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.

§ 13.7.2.2.2 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.

§ 13.7.2.2.3 That it will submit reports as required by the Department's Rules, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respect comply with the Illinois Human Rights Act and the Department's Rules.

§ 13.7.2.2.4 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.

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§ 13.7.2.2.5 That it will include verbatim or by reference the provisions of this 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 with 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 any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for Contractors or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporation.

§ 13.7.3 Illinois Department of Labor Requirements and Prevailing Wage Act.

§ 13.7.3.1 The Contractor agrees to comply with and that this Agreement is subject to and governed by the Illinois Prevailing Wage Act (820 ILCS 130/0.01 et seq.). The Contractor shall ensure that any Subcontractors shall comply with the Illinois Prevailing Wage Act. Contractor and Subcontractors shall include in Bids the cost for the current prevailing wage. As changes are made in these prevailing wages, the Contractor and Subcontractors performing work on the project will be responsible for conforming to the changes and shall have the responsibility for determining when changes are made. No additional costs are to be incurred by the Owner as a result of changes in the prevailing wage. All record keeping requirements are the obligation of the Contractor and Subcontractors.

§ 13.7.3.2 To the extent that there are any violations of the Prevailing Wage Act and any demands are made upon the Owner, Contractor or Architect by the Illinois Department of Labor or by any employee of the Contractor or a Subcontractor performing work on the project, the Contractor or the particular Subcontractor and Contractor shall be responsible for indemnifying and holding the Owner, Contractor and Architect free and harmless from all costs incurred, directly or indirectly, by the Owner, Contractor or Architect in responding to and complying with demands made by the Department of Labor, or an aggrieved employee and such amounts may be withheld from the payments to be made on the project. It is the intention that the Owner, Contractor and Architect shall suffer no time loss or other additional expenses in complying with any inquiry made with regard to this Act.

§ 13.7.3.3 It shall be mandatory upon the Contractor and upon any Subcontractors thereof to pay all laborers, workman, and mechanics employed by them not less than the prevailing wages in the locality for each craft or type of workman or mechanic needed to perform such work and the general prevailing rate for legal holidays and overtime work as ascertained by the Illinois Department of Labor and pursuant to Illinois law and statutes in such case made and provided.

§ 13.7.3.4 The Contractor and each Subcontractor shall (1) make and keep, for a period not less than 3 years, records of all laborers, mechanics, and other workers employed by them on the Project; the records shall include each worker's name, address, telephone number when available, social security number, classification or classifications, the hourly wages paid in each pay period, the number of hours worked each day, and the starting and ending times of work each day; and (2) submit monthly, in person, by mail, or electronically a certified payroll to the Owner in charge of the project. The certified payroll shall consist of a complete copy of the records identified in the Prevailing Wage Act. The certified payroll shall be accompanied by a statement signed by the Contractor and/or Subcontractor which avers that: (i) such records are true and accurate; (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required by the Prevailing Wage Act; and (iii) the Contractor and/or Subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor. The Contractor is not prohibited from relying on the certification of a lower tier Subcontractor, provided the Contractor does not knowingly rely upon a Subcontractor's false certification. Any Contractor and/or Subcontractor subject to the Prevailing Wage Act who fails to submit a certified payroll or knowingly files a false certified payroll is in violation of the Prevailing Wage Act and guilty of a Class B misdemeanor. The records submitted in accordance with the Prevailing Wage Act herein shall be considered public records, except an employee's address, telephone number, and social security number, and made available in accordance with the Freedom of Information Act.

§ 13.7.3.5 Upon 2 business days' notice, the Contractor and each Subcontractor shall make available for inspection the records identified in the Prevailing Wage Act to the Owner in charge of the project, its officers and agents, and to the Director of Labor and his deputies and agents. Upon 2 business days' notice, the Contractor and each Subcontractor shall make such records available at all reasonable hours at a location within this State.

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§ 13.7.4 Public Contract Fraud Act. The Contractor agrees to comply with and that this Agreement is subject to and governed by the Illinois Public Contract Fraud Act (30 ILCS 545/0.01).

§ 13.7.5 Public Construction Contract Act. The Contractor agrees to comply with and that this Agreement is subject to and governed by the Illinois Construction Contract Act (30 ILCS 557/1).

§ 13.7.6 Public Construction Bond Act. The Contractor agrees to comply with and that this agreement is subject to and governed by the Illinois Public Construction Bond Act (30 ILCS 550/0.01). If the Contractor furnishes material or labor on the project, or assume any Contracts for material or labor awarded or entered into by the Owner, Contractor first shall supply and deliver to Owner a bond conditioned upon the completion of the Contract, and the payment of such material and labor, as required by the Illinois Public Construction Bond Act. 30 ILCS 550/1 et seq.

§ 13.7.7 Public Works Preference Act. The Contractor agrees to comply with and that this agreement is subject to and governed by the Illinois Public Works Preference Act (30 ILCS 560/0.01).

§ 13.7.8 Employment of Illinois Workers on Public Works Act.
The Contractor agrees to comply with and that that his Agreement is subject to and governed by the Illinois Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01).

§ 13.7.9 Public Works Contract Change Order Act. The Contractor agrees to comply with and that this Agreement is subject to and governed by the Illinois Public Works Contract Change Order Act (50 ILCS 525/1).

§ 13.7.10 Local Government Professional Services Selection Act. The Contractor agrees to comply with and that this Agreement is subject to and governed by the Illinois Local Government Professional Services Selection Act (50 ILCS 510/0.01).

§ 13.7.11 Veterans Preference Act. The Contractor agrees to comply with and that this Agreement is subject to and governed by the Illinois Veterans Preference Act (330 ILCS 55/0.01) that, in the employment and appointment to fill positions in the construction, addition to, or alteration of all public works undertaken or contracted for by the State, or by any political subdivision thereof, preference shall be given to persons who have been members of the armed forces of the United States or who, while citizens of the United States, were members of the armed forces of allies of the United States in time of hostilities with a foreign country, and have served under one or more of the following conditions: (1) the veteran served a total of at least 6 months, or (2) the veteran served for the duration of hostilities regardless of the length of engagement, or 3) the veteran served in the theater of operations but was discharged on the basis of a hardship, (4) the veteran was released from active duty basis of a hardship, or because of a service connected disability and was honorably discharged. But such preference shall be given only to those persons who are found to possess the business capacity necessary for the proper discharge of the duties of such employment. No political subdivision or person contracting for such public works is required to give preference to veterans, not residents of such district, over residents thereof, who are not veterans.

§ 13.7.12 As used in this Section: "Time of hostilities with a foreign country" means any period of time in the past, present, or future during which a declaration of war by the United States Congress has been or is in effect or during which an emergency condition has been or is in effect that is recognized by the issuance of a Presidential proclamation or a Presidential executive order and in which the armed forces expeditionary medal or other campaign service medals are awarded according to Presidential executive order.

§ 13.7.12.1 "Armed forces of the United States" means the United States Army, Navy, Air Force, Marine Corps, Coast Guard. Service in the Merchant Marine that constitutes active duty under Section 401 of federal Public Law 95 202 shall also be considered service in the Armed Forces of the United States for purposes of this Section.

§ 13.7.13 Drug Free Workplace. The Contractor certifies by the execution of this Contract that the Contractor will provide a drug free workplace in compliance with the Illinois Drug Free Workplace Act (30 ILCS 580/1 et seq.), including provision of providing notifications, imposing sanctions, providing assistance with counseling, and complying with all other requirements of said Act.

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§ 13.7.14 Bid Rigging and Rotating. The Contractor certifies that the Contractor is in compliance with Illinois law and not barred from bidding on the Contract as a result of a conviction for either bid-rigging or bid rotating under Article 33E of the Criminal Code of 1961(720 ILCS 5/33E).

§ 13.7.15 Concurrent with the execution of this Contract, the Contractor shall execute the Certificate of Eligibility.

§ 13.7.16 The Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 *et seq*., ("Act") prohibits any employee of the Contractor or any Subcontractor on a public works project to use, possess or be under the influence of a drug or alcohol, as those terms are defined in the Act, while performing work on the project. The Contractor/Subcontractor will comply with certification and other requirements regarding same.

§ 13.7.17 The Contractor must not barred from entering into this contract because of any delinquency in the payment of any tax administrated by the Illinois Department of Revenue, unless it is being contested. Contractor understands that making a false statement regarding delinquency in taxes is a Class A misdemeanor and, in addition, voids the contract and allows the Owner to recover in a civil action all amounts paid to the Contractor.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

Intentionally Deleted.

~~**§ 14.1.1** The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:~~

- ~~.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;~~
- ~~.2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;~~
- ~~.3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or~~
- ~~.4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.~~

~~**§ 14.1.2** The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.~~

~~**§ 14.1.3** If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.~~

~~**§ 14.1.4** If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.~~

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 ~~The Owner may terminate the Contract if the Contractor~~

- ~~.1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;~~
- ~~.2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;~~
- ~~.3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or~~
- ~~.4 otherwise is guilty of substantial breach of a provision of the Contract Documents.~~If the Contractor shall institute proceedings or consent to proceedings requesting relief or arrangement under the Federal Bankruptcy Act or

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any similar or applicable federal or state law, or if a petition under any federal or state bankruptcy or insolvency law is filed against the Contractor and such petition is not dismissed within sixty (60) days after the date of said filing, or if the Contractor admits in writing his inability to pay his debts generally as they become due, or if he makes a general assignment for the benefit of his creditors, or if a receiver, liquidator, trustee or assignee is appointed on account of his bankruptcy or insolvency; or if a receiver of all or any substantial portion of the Contractor's properties is appointed; or if the Contractor abandons the Work; or if he fails, except in cases for which extension of time is provided, to prosecute promptly and diligently the Work or to supply enough properly skilled workmen or proper materials for the Work; or if he submits an Application for Payment, sworn statement, waiver of lien, affidavit or document of any nature whatsoever which is intentionally falsified; or if he fails to make prompt payment to Subcontractors or for materials or labor or otherwise breaches his obligations under any subcontract with a Subcontractor; or if a mechanic's or material man's lien or notice of lien is filed against any part of the Work or the site of the Project and not promptly bonded or insured over by the Contractor in a manner satisfactory to the Owner; or if the Contractor disregards any laws, statutes, ordinances, rules, regulations or orders of any governmental body or public or quasi-public authority having jurisdiction of the Work or the site of the Project; or if he otherwise violates any provision of the Contract Documents; then the Owner, without prejudice to any right or remedy available to the Owner under the Contract Documents or at law or in equity, the Owner may, after giving the Contractor and the surety under the Performance Bond and under the Labor and Material Payment Bond described in Section 11.5, seven (7) days' written notice, terminate the employment of the Contractor. If requested by the Owner, the Contractor shall remove any part or all of his equipment, machinery and supplies from the site of the Project within seven (7) days after the date of such request, and in the event of the Contractor's failure to do so, the Owner shall have the right to remove or store such equipment, machinery and supplies at the Contractor's expense. In case of such termination, the Contractor shall not be entitled to receive any further payment for Work performed by the Contractor through the date of termination. The Owner's right to terminate the Owner-Contractor Agreement pursuant to this Section 14.2.1 shall be in addition to and not in limitation of any rights or remedies existing hereunder or pursuant hereto or at law or in equity.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to Section 5.4; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds ~~costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the~~ all costs to the Owner of completing the Work, then the Contractor shall be paid for all Work performed by the Contractor to the date of termination. If such costs to the Owner of completing the Work exceed such unpaid balance, the Contractor shall pay the difference to the ~~Owner. The amount~~ Owner immediately upon the Owner's demand. The costs to the Owner of completing the Work shall include, but not be limited to, the cost of any additional architectural, managerial and administrative services required thereby, any costs incurred in retaining another contractor or other subcontracts, any additional interest or fees which the Owner must pay by reason of a delay in the completion of the Work, attorneys' fees and expenses, and any other damages, costs, and expenses the Owner may incur by reason of completing the Work or any delay thereof. . The amount, if any, to be paid to the Contractor ~~or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application,~~ shall be certified by the Architect, upon application, in the manner provided in Section 9.4, and this obligation for payment shall survive termination of the Contract.

§ 14.2.5 The Owner may, upon seven (7) days written notice to the Contractor, terminate the Agreement between the Owner and Contractor without cause. Upon written request and submittal of the appropriate documentation as required by the Owner, the Owner shall pay the Contractor for all Work performed by the Contractor to the date of

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termination that has been approved by the Owner. The Owner may, upon the Contractor executing such a confirmatory assignments as the Owner shall request, accept and assume all of the Contractor's obligations under all subcontracts executed in accordance with the terms of the Contract Documents that may accrue after the date of such termination and that the Contractor has incurred in good faith in connection with the Work. Upon receipt of notice of termination, the Contractor shall cease all operations on the date specified by the Owner, terminate subcontracts not assumed by the Owner, make no further orders of materials or equipment, complete Work not terminated (if any), and provide such reports as may be requested by the Owner and the Architect as to the status of the Work and the Work remaining to be completed. The Owner's right to terminate the Contract under this Section shall be in addition to, and not in limitation of, its rights to stop the Work without terminating the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

.1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties to the Contract seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after

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occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be ~~given.~~ given within seven (7) calendar days after the event giving rise to the Claim for additional time. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.6.3 The criteria on which the term "weather delays" shall be based on the normal average amount of precipitation received in the project areas, as recorded over a period of the last five (5) years by NOAA, National Climatic Data Center. Any extension of time due to unusually severe weather must be requested by the Contractor on the basis of documented records of the actual precipitation for a minimum period of three (3) months' time, compared with the normal average for the area. Also, the criteria shall include the number of excessive precipitation days over the same period and whether or not the Contractor's force worked on said days or any stage of construction was affected.

§ 15.1.6.4 Delay caused by any Subcontractor shall be the responsibility of the Contractor. The Contractor shall, therefore, ensure that all Subcontractors at all time provide sufficient personnel, equipment and materials to substantially complete the Work in the time specified herein.

§ 15.1.6.5 Where a delay occurs which is beyond the Contractor's control, the Contractor has an affirmative duty to mitigate the effect of that delay on the progress of the Work but without any obligation to bear any cost. An extension of the Substantial Completion date will not be granted to the extent that the Contractor breaches said duty to mitigate.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor ~~and Owner waive Claims against each other~~ waives claims against the Owner and Architect for consequential damages arising out of or relating to this Contract. This ~~mutual~~ waiver includes

~~.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and~~

~~.2 damages incurred by the~~ 1. damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

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This ~~mutual~~ waiver is applicable, without limitation, to all consequential damages due to ~~either party's~~ Contractor's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. ~~Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered.~~ Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. ~~The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.~~

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties ~~but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.~~subject to litigation.

§ 15.2.6 ~~Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.~~Intentionally Deleted.

~~**§ 15.2.6.1** Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.~~

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

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§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

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~~**§ 15.4.4.2** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

ARTICLE 16 LIMIT TO AVOID INCORPORATION OF RESPONSIBILITY BY REFERENCE

§ 16.1 Where any specification which is incorporated herein by reference, through the words "and/or as directed by the Architect," or phrases having a similar effect appear to give the Architect the right to direct something other than that specified, the Architect has in fact no such right to except as it may be established in specific instances in portions of this Instruments of Service other than in said specifications.

ARTICLE 17 INCORPORATION OF CONTRACT TERMS WITH SUBCONTRACTORS

§ 17.1 Contractor agrees that s/he will be responsible to incorporate all of the terms and conditions herein, including all amendments to this Contract, with any and all of the Subcontractors as well as any Subcontractors retained by Subcontractors. Contractor acknowledges that it is the Owner's intent that all of the terms and conditions herein, including all amendments to this Contract, will be adhered to by the Contractor and all Subcontractors performing any Work on the Project.

~~**§ 15.4.4.3** The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.~~

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AIA® Document A101® – 2017 Exhibit A

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the « » day of « » in the year « »
(In words, indicate day, month and year.)

for the following **PROJECT**:
(Name and location or address)

«Village of Lemont - General »
«REV 030122 »

THE OWNER:
(Name, legal status and address)

« »« »
« »

THE CONTRACTOR:
(Name, legal status and address)

« »« »
« »

TABLE OF ARTICLES

A.1 GENERAL

A.2 OWNER'S INSURANCE

A.3 CONTRACTOR'S INSURANCE AND BONDS

A.4 SPECIAL TERMS AND CONDITIONS

ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this ~~Exhibit.~~ Exhibit from companies lawfully authorized to do business in the jurisdiction in which the Project is located. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Document A201®–2017, General Conditions of the Contract for Construction. Article 11 of A201®–2017 contains additional insurance provisions.

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§ A.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

§ A.2.3 Required Property Insurance

§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. ~~This insurance shall include the interests of mortgagees as loss payees.~~ The policy shall be based on a $5,000 deductible, applicable to all losses for each occurrence. The Contractor shall be solely response for any and all losses up to $5,000 per loss. Losses are payable to the Owner for Owner's own account.

§ A.2.3.1.1 Causes of Loss. The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, ~~or windstorm.~~ and debris removal including demolition occasioned by enforcement of any legal requirements, or windstorm and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of an insured loss. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:
(Indicate below the cause of loss and any applicable sub-limit.)

Causes of Loss	Sub-Limit

§ A.2.3.1.2 Specific Required Coverages. The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:
(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage	Sub-Limit

§ A2.3.1.2.1 Coverage shall not extend to:

A. The Contractors', Subcontractors', or the Architect's/Engineer's Tools, apparatus, machinery, scaffolding, hoists, forms, staging, shoring and other similar items commonly referred to as construction equipment, which may be on the site and the capital value of which is not included in the Work.

B. Property owned by employees of any of the foregoing.

C. Vehicles of any kind.

D. Trees and shrubs.

E. Drawings and specifications.

§ A2.3.1.2.2 The policy by its terms or endorsement shall specifically permit and allow for beneficial or partial occupancy prior to completion or acceptance of the project by the Owner.

§ A2.3.1.2.3 The prompt repair or reconstruction of the Work as a result of any insured loss or damage shall be the Contractor's responsibility and shall be accomplished at no additional cost to the Owner or Architect. The contractor shall furnish the proper assistance in the adjustment and settlement of any loss. Loss will be adjustable with and payable to the party purchasing the Builder's Risk Insurance who shall be responsible for apportioning the loss

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proceeds to each and every entity involved in the loss to the extent of his interest. The policy shall contain a provision that the policy will not be canceled, changed or altered until at least 30 calendar days prior written notice has been given to the named insured.

§ A.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ A.2.3.1.4 Deductibles and Self-Insured Retentions. ~~If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.~~The policy shall be based on a $5,000 deductible, applicable to all losses for each occurrence. The Contractor shall be solely response for any and all losses up to $5,000 per loss. Losses are payable to the Owner for Owner's own account.

§ A.2.3.2 Occupancy or Use Prior to Substantial Completion. The ~~Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.~~plicy by its terms or endorsement shall specifically permit and allow for beneficial or partial occupancy prior to completion or acceptance of the Project by the Owner.

§ A.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ A.2.4 Optional Extended Property Insurance.

The Owner shall purchase and maintain the insurance selected and described below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

[« »] **§ A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

« »

[« »] **§ A.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

« »

[« »] **§ A.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

« »

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[« »] **§ A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

« »

[« »] **§ A.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

« »

[« »] **§ A.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

« »

[« »] **§ A.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

« »

§ A.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

[« »] **§ A.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information.
(Indicate applicable limits of coverage or other conditions in the fill point below.)

« »

[« »] **§ A.2.5.2 Other Insurance**
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage	Limits

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

§ A.3.1.1 Certificates of Insurance. The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

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§ A.3.1.2 Deductibles and Self-Insured Retentions. The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04. The Contractor shall also cause the automobile liability policy to include the Owner, the Architect and the Architect's consultants as additional insureds.

§ A.3.2 Contractor's Required Insurance Coverage

§ A.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:
(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

«Coverages shall be maintained without interruption from date of commencement of the Work until 60 days after the date of Final Completion or for such other period for maintenance of completed operations coverage as specified in the Contract Documents. With respect to the Contractor's completed operations coverage, until expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents. »

§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than «One Million Dollars » ($ «1,000,000 ») each occurrence, «Two Million Dollars » ($ «2,000,000 ») general aggregate, and «One Million Dollars » ($ «1,000,000 ») aggregate for products-completed operations hazard, providing coverage for claims including

.1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;

.2 personal injury and advertising injury;

.3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;

.4 bodily injury or property damage arising out of completed operations; and

.5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

.6 Liability insurance should be written on the comprehensive general liability basis, and shall include, but not be limited to the following sub-lines:

A. Premises and Operations including X, C, U coverages (explosion, collapse, underground).
B. Products and Completed Operations to be maintained for two (2) years after Final Completion.
C. Independent Contractor's Protective.
D. Broad Form Comprehensive General Liability Endorsement:
1. Contractual Liability, including contractors' obligation under Section 3.18.
2. Personal Injury & Advertising Injury Liability
3. Premises Medical Payments
4. Fire Legal Liability - Real Property
5. Broad Form Property Damage Liability (including Completed Operations)
6. Incidental Medical Malpractice Liability

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7. Additional Persons Insured, including employees for personal and advertising injury.
8. Extended Bodily Injury Liability

.10 If liability insurance is written under the new simplified form - Commercial General Liability, the above listed coverages should be included.

.11 If the General Liability coverages are provided by a Commercial General Liability Policy on a claims-made basis, the policy date or retroactive date shall predate the contract; the termination date of the policy shall be no earlier than the termination date of coverages required to be maintained after final payment, certified in accordance with Section 9.10.2, and an extended period endorsement "Supplemental Tail," must be purchased.

.12 In any and all claims against the Owner or the Architect, or any of their officers, directors, board members, officials, agents or employees, by any employee or Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the insurance obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or subcontractor under the Worker's Compensation Act, disability benefit acts or other employees benefits acts.

§ A.3.2.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

.1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.

.2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.

.3 Claims for bodily injury other than to employees of the insured.

.4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.

.5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.

.6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.

.7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.

.8 Claims related to roofing, if the Work involves roofing.

.9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.

.10 Claims related to earth subsidence or movement, where the Work involves such hazards.

.11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than «One Million Dollars » ($ «1,000,000 ») per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ A.3.2.4 ~~The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.~~Umbrella Excess Liability insurance in the amount of Two Million Dollars ($2,000,000) over commercial general liability insurance, automobile liability insurance and Employer's Liability insurance.

§ A.3.2.5 Workers' Compensation at statutory limits.

§ A.3.2.6 Employers' Liability with policy limits not less than «One Million Dollars » ($ «1,000,000 ») each accident, «One Million Dollars » ($ «1,000,000 ») each employee, and «One Million Dollars » ($ «1,000,000 ») policy limit.

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§ A.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than «One Million Dollars » ($ «1,000,000 ») per claim and «One Million Dollars » ($ «1,000,000 ») in the aggregate.

§ A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than «One Million Dollars » ($ «1,000,000 ») per claim and «One Million Dollars » ($ «1,000,000 ») in the aggregate.

~~**§ A.3.2.10** Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than ($) per claim and ($) in the aggregate.~~

~~**§ A.3.2.11** Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than ($) per claim and ($) in the aggregate.~~

~~**§ A.3.2.12** Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than ($) per claim and ($) in the aggregate.~~

§ A.3.3 Contractor's Other Insurance Coverage

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

« The Contractor shall purchase and maintain insurance covering the Owner's contingent liability for claims which may arise from operations under the Agreement and that will protect the Owner and the Architect and their respective officers, directors, board members, its agents and employees from and against all claims, damages, losses and expenses including attorney's fees and all other defense costs whether in legal or administrative actions arising (a) out of or resulting from the performance of the work provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury or to destruction of tangible property (other than the work itself) including the loss of use resulting therefrom and (b) out of any claim made by any employee of the contractor or any subcontractor or by the Illinois Department of Labor for the amount of any wages or salaries which should have been paid to such employees and interest thereon, fines or other assessments relating to such violation, pursuant to provisions of the Prevailing Wage Act, 820 ILCS 130/0.01 et seq., regardless of whether or not it is caused in part by a party to whom insurance is afforded pursuant to this department. »

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.

(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

[« »] **§ A.3.3.2.1** Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall

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adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:
(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

« »

[« »] **§ A.3.3.2.2 Railroad Protective Liability Insurance**, with policy limits of not less than « » ($ « ») per claim and « » ($ « ») in the aggregate, for Work within fifty (50) feet of railroad property.

[« »] **§ A.3.3.2.3 Asbestos Abatement Liability Insurance**, with policy limits of not less than « » ($ « ») per claim and « » ($ « ») in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

[« »] **§ A.3.3.2.4** Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

[« »] **§ A.3.3.2.5** Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.

[« »] **§ A.3.3.2.6 Other Insurance**
(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage	Limits

§ A.3.3.3 Other Insurance Requirements

§ A3.3.3.1 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required of the Contractor by this Exhibit A shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by this Exhibit A. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness. On the Certificate of Insurance, delete in the cancellation provision the following words, 'Endeavor to' and 'but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

§ A3.3.3.2 The insurance company issuing the comprehensive general liability insurance coverage required for the performance of this contract shall be licensed to do business in Illinois with Best's Insurance Guide (current edition) rating of "A" or better and satisfactory to the Owner.

§ A3.3.3.3 In addition to any other requirements of the Contract Documents, the Contractor shall name the Owner and the Architect and each of their respective officers, directors, officials, board members, consultants, agents and employees as additional insureds on the Contractor's general liability policy for claims arising from the Contractor's operations, the automobile liability policy and the excess/ umbrella liability policy. The foregoing policies shall be endorsed to be primary over any other insurance which the additional insureds may have and shall contain a severability of interests clause. The Contractor shall require each of its subcontractors to comply with the requirements of this Section A3.3.3.3.

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§ A3.3.3.4 Under no circumstances shall the Contractor be relieved of providing insurance as required by this Contract. If inspection of Certificates by Owner would reasonably reveal any deficiencies in coverage as required by this Contract, Contractor shall not be relieved of its obligation to prove insurance coverages as required herein and may not assert any defense of waiver, acquiescence, estoppels, or otherwise by the failure of Owner or its agents to object to the form of the Certificate, Policies or other documents provided by the Contractor to certify that the Contractor complied with the provisions of this Contract regarding insurance coverage.

§ A3.3.3.5 Liability of Contractor and Subcontractor is not limited by purchase of insurance. Nothing contained in the insurance requirements of the Contract Documents is to be construed as limiting the liability of the Contractor, the liability of any Subcontractor of any tier, or either of their respective insurance carriers. Owner does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Owner, Contractor, Architect, or any Subcontractor's interest or liability, but are merely minimums. The obligation of the Contractor and every Subcontractor of any tier to purchase insurance shall not, in any way, limit their obligations to the Owner in the event that the Owner should suffer an injury or loss in excess of the amount recoverable through insurance, or any loss or portion of the loss which is not covered by either Contractor's or any Subcontractor's insurance.

§ A.3.4 Performance Bond and Payment Bond

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is ~~located,~~ located with a A.M. Best rating of "A" and with a surety company to which the Owner has no objection. The Contractor's performance bond and labor and materials payment bond shall be in the amount of one hundred percent (100%) of the Contract Sum, as follows:
(Specify type and penal sum of bonds.)

Type	Penal Sum ($0.00)
Payment Bond	See above.
Performance Bond	See above.

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

§ A3.4.1 The Contractor shall deliver the required bonds to the Owner not later than ten days following the date of notification of the Award of Contract or if the Work is to be commenced prior thereto in response to a letter of intent, the Contractor shall, prior to the commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished.

§ A3.4.2 The Contractor shall require the attorney in fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney. Such bonds shall be in the form of American Institute of Architect's Document A-312 or a similar form worded exactly the same as Doc. A-312 and shall bear the same date as, or a date subsequent to, the date of the Contract. The bonds shall be issued by a bonding company licensed to operate in the State of Illinois and approved by the Owner.

§ A3.4.3 The failure of the Contractor to supply the required bonds within 10 days after the prescribed Agreement forms are presented for signature, or if the bonding company finds that the Contractor is NOT bondable, shall constitute a default, and the Owner may award the Contract to the next responsible low bidder.

§ 3.4.5 If at any time the Owner becomes dissatisfied with any Surety or Sureties then upon the Bonds, or for any other reason such Bonds shall cease to be adequate security for the Owner, the Contractor shall, within five (5) days after notice to do so, substitute acceptable Bonds in such forms and sum and signed by such other Sureties as may be satisfactory to the Owner. No further payments shall be deemed due nor shall be made until the new Sureties shall have qualified.

§ A3.4.6 Whenever the Contractor shall be and is declared by the Owner to be in default under the Contract, the Surety and Contractor are each responsible to make full payment to the Owner for any and all additional services of the

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Architect as which are required as a result of the Contractor's default and in protecting the Owner's right under the Agreement with the Contractor.

§ A3.4.7 The Contractor must within ten (10) days after the execution of this Agreement furnish a Performance Bond agreeing to pay not less than the prevailing wage for work to be performed in accordance with the Contract and the laws of the State of Illinois, and agreeing to pay all sums of money due for labor, materials, apparatus, fixtures or machinery and transportation with respect thereto, as in said Payment Bond provided, each dated the same day as the Agreement, in the forms prescribed by the Owner and each in an amount equal to the Contract Sum with a corporate Surety or Sureties acceptable to the Owner authorized to do business in the State of Illinois. These Bonds shall be maintained by the Contractor and shall remain in full force and effect until final acceptance of the work by the Owner or sixty (60) days following the date of Final Payment, whichever occurs later. The Contractor shall agree and shall cause the Surety to agree to be bound by each and every provision of the Contract Documents.

§ A3.4.8 In the event the Surety will make any assignment for the benefit of creditors or commit any act of bankruptcy, or if it shall be declared bankrupt or if it shall file a voluntary petition in bankruptcy or shall in the opinion of the Owner be insolvent, the Contractor shall agree forthwith upon request of the Owner to furnish and maintain other corporate Surety with respect to such bonds satisfactory to the Owner.

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

§ A.4.1 The Contractor is responsible for determining that subcontractors are adequately insured against claims arising out of or relating to the Work. The premium cost and charges for such insurance shall be paid by each Subcontractor.

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DRAFT

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SECTION 011000

SUMMARY

PART 1 – GENERAL

1.1 PROJECT

A. Project Name: 2024 Village Hall Renovations.
B. Owner's Name: Village of Lemont.
C. The Project consists of the construction of the interior renovations of the office area at the Lemont Village Hall.

1.2 CONTRACT DESCRIPTION

A. Work covered by Contract Documents: Construction of construction of gypsum board walls, installation of flooring and ceiling tiles, relocation of light fixtures, millwork, doors and frames.
B. Definitions. The following terms are used throughout the Contract Documents. The work will be governed in accord with the definitions.
    1. Fabricated: Fabricated pertains to items specifically assembled or made of selected materials or components to meet individual design requirements.
    2. Manufactured: Manufactured means standard units, usually mass produced by an established manufacturer of the respective item.
    3. Provide: Provide means furnish and install.
    4. Shop fabricated or shop made: Shop fabricated or shop made refers to items made by a Contractor or Subcontractor in their own Shop.
C. Insurance
    1. Designated Purchaser:
        a. Contractor shall purchase and maintain Builder's Risk Insurance in accord with the General Conditions.
D. Contracts
    1. The Owner will award a single construction contract for all work specified in the Contract Documents.
    2. Upon award of the construction contract, the owner will issue a Letter of Intent to award a Construction Contract to the approved contractor. This Letter of Intent shall serve as a notice to proceed with the project according to the terms and conditions set forth in the Contract Documents, until the work under Contract Documents is completed. . The contractor shall commence all construction services as specified in the contract documents upon receipt of the Letter of Intent.

1.3 DUTIES OF CONTRACTOR

A. The contractor shall be responsible for providing and paying for:
    1. Labor, materials and equipment.
    2. Tools, construction equipment and machinery.
    3. Temporary water, heat and other utilities required for construction.
    4. Other facilities and services necessary for proper execution and completion of work.
B. The contractor shall be responsible for paying and securing all permits, governmental fees and licenses other than primary building permit necessary for the proper execution and completion of the Project.
C. The contractor shall comply with all codes, ordinances, rules, regulations, orders and other legal requirements of the public authorities which govern the performance of the work under the Contract Documents.
D. The contractor shall coordinate and have completed all inspections required by public authorities relating to the performance of the work under the Contract Documents including, but not limited to:
    1. Illinois Department of Public Health (IDPH) for all rough-in and final inspections of plumbing and food service work, as required.
    2. All inspections required in Section 014000 to be performed by a Testing and Inspection Agency.

E. The contactor shall have duty to promptly submit written notice to the Architect of any known or observed variances of the Contract Documents from legal requirements that may govern the work. Upon notice to the Architect, appropriate modifications will be made to the Contract Documents to account for the legal requirements. In the event the contractor fails to provide notice of any variances, he shall assume responsibility for any work known to be contrary to those legal requirements.
   1. The contractor shall enforce strict discipline and maintain good order among employees and subcontractors. Contractor shall not employ any unfit person or those not skilled in the assigned task.

F. The contractor acknowledges that the Project is exempt from all State and Local use taxes. It shall be the duty of the contractor to: 1) obtain a sales tax exemption certificate number from the Owner; 2) place exemption certificate number on invoices for materials incorporated in work; 3) furnish copies of invoices to Owner upon request 4) file a notarized statement that all purchases made under exemption certificate were entitled to be exempt with Owner upon completion of work; and 5) pay any penalties assessed for the improper use of exemption certificate number.

1.4 OWNER OCCUPANCY

A. The date of Substantial Completion shall be no later than October 31, 2024, 5:00 p.m. Note: Substantial Completion for this project refers to all scheduled work being a minimum 99% complete.

B. The date of Final Completion shall be no later than November 22, 2024, 5:00 p.m. Note: Final Completion for this project refers to all scheduled work, punch list and closeout items being 100% complete.

C. The Architect’s and their consultants’ services will terminate sixty (60) days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Specifications, whichever is earlier. Any work required of the Architect and their consultants after this date will be back-charged to the contractor by the Owner.

D. Refer to General Conditions for Liquidated Damages.

1.5 JOB OPERATIONS

A. Project Security:
   1. The contractor shall provide necessary precautions such as fences or barriers to protect Owner's personnel or members of the general public in the areas in which construction activity is on-going.
   2. The contractor shall securely close-off all areas of construction after working hours to prevent entry by unauthorized persons.

B. Project Hours:
   1. All work will be limited to the hours of 7:00 a.m. to 8:00 p.m. Monday through Friday.

1.6 WORK LIMITATIONS

A. All spaces around where work will be done may be occupied by Owner's personnel. Contractor shall limit the scope of its work during times of owner occupancy to prevent disturbing Owner.

B. Contractor shall schedule work in such a manner as to not disrupt mechanical or electrical systems for the existing adjacent buildings during times of Owner occupancy.

C. Contractor shall give Owner a minimum of three (3) days’ notice before commencing work in Owner occupied area.

1.7 CONTRACTOR USE OF SITE AND PREMISES

A. Contractor shall confine work at the Project site as permitted by: 1) Law; 2) Permits; 3) the Contract Documents; 4) As instructed by Owner or Owner’s representative; and 5) As required for Owner’s use of adjacent facilities.

B. Confer with Owner's representative and obtain full knowledge of all Project site rules and regulations affecting work.

C. Contractor shall conform to the Project Site rules and regulations while engaged in its work.

D. Contractor acknowledges that the Project Site rules and regulations take precedence over other rules and regulations that may exist outside such jurisdiction.
E. Contractor shall be obligated to permit the Owner's representative to examine the contractor's list of employees, including those of his subcontractors and their agents, working on the Project Site. Contractor shall
   1. Keep all vehicles, mechanized or motorized equipment locked and secured at all times when parked and unattended on Owner's premises.
   2. Contractor shall not, under any circumstance, leave any vehicle unattended with its motor or engine running, or with its ignition key in place.
   3. All traffic control subject to Owner's representative's approval.
F. Do not unreasonably encumber site with materials or equipment.
G. Contractor shall assume full responsibility for protection safety and safekeeping of products stored on premises.
H. Contractor shall move all stored products or equipment which interferes with operations of Owner or other subcontractors.
I. Contractor shall obtain and pay for the use of additional storage or work areas needed for operations.
J. Contractor shall limit use of the Project Site for work and storage to areas depicted in the drawing or area approved in advance by Owner.
K. The contractor acknowledges that adjacent sites may be used by the Owner or members of the general public requiring contractor to maintain appropriate safety measures.
L. The contractor shall provide access to and from the Project Site as required by law and by Owner:
M. Emergency Building Exits During Construction: Keep all exits required by code open during construction period; provide temporary exit signs if exit routes are temporarily altered.

1.8 SUBSTANCE ABUSE PREVENTION POLICY

A. Pursuant to the Substance Abuse Prevention on Public Works Act (820 IL CS 265/1, et seq.), employees of the contractor and employees of the contractor and employees of any subcontractor are prohibited from the use of drugs or alcohol , as defined in the Act, while performing on any public works project.
B. The contractor and any subcontractor shall file with the public body engaged in the construction of the public works: a copy of the substance abuse prevention program along with a cover letter certifying that their program meets the requirements of the Act or a letter certifying that the contractor or subcontractor has a collective bargaining agreement in effect dealing with the subject matter of this Act. A certification form is attached and must be completed by the contractor and each subcontractor to this contract.

1.9 WORK SEQUENCE

A. Construction services as specified herein shall commence upon issuance of the Letter of Intent to Award a Construction Contract.
B. Certificate of Insurance and all Bonds to be submitted to the Architect within 3 business days upon issuance of the Letter of Intent.
C. All Shop Drawings to be submitted to the Architect within 21 calendar days upon issuance of the Letter of Intent.

PART 2 – PRODUCTS – NOT USED

PART 3 – EXECUTION – NOT USED

END OF SECTION

SECTION 012100

ALLOWANCES

PART 1 – GENERAL

1.1 SECTION INCLUDES
A. Cash allowances.
B. Payment and modification procedures relating to allowances.

1.2 RELATED SECTIONS
A. Section 012900 - Price and Payment Procedures: Additional payment and modification procedures.

1.3 SELECTION AND PURCHASE
A. At the earliest practical date after award of the Contract, advise Architect of the date when final selection and purchase of each product or system described by an allowance must be completed to avoid delaying the Work.
B. At Architect's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.
C. Purchase products and systems selected by Architect from the designated supplier.
D. Any unused allowance funds will be credited back to Owner by Change Order prior to close out.

1.4 SUBMITTALS
A. Submit proposals for purchase of products or systems included in allowances, in the form specified for Change Orders.
B. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.
C. Submit time sheets and other documentation to show labor time and cost for installation of allowance items that include installation as part of the allowance.
D. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

1.5 COORDINATION
A. Coordinate allowance items with other portions of the Work. Furnish templates as required to coordinate installation.
B. Architect Responsibilities:
   1. Consult with Contractor for consideration and selection of products, suppliers, and installers.
   2. Select products in consultation with Owner and transmit decision to Contractor.
   3. Prepare Allowance Authorization.
C. Contractor Responsibilities:
   1. Assist Architect in selection of products, suppliers, and installers.
   2. Obtain proposals from suppliers and installers and offer recommendations.
   3. On notification of which products have been selected, execute purchase agreement with designated supplier and installer.
   4. Arrange for and process shop drawings, product data, and samples. Arrange for delivery.

1.6 CASH ALLOWANCES
A. Costs Included in cash allowances:
   1. Allowances shall cover the cost to the Contractor of materials and equipment delivered to the site and all required taxes, less applicable trade discounts.
   2. Contractor's costs for unloading and handling at the site, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Base Bid and not in the allowances.

SECTION 012100

ALLOWANCES

1.7 INSPECTION AND TESTING ALLOWANCES

A. Costs Included in Inspecting and Testing Allowances: Cost of engaging the inspecting or testing agency of record; execution of inspecting and tests; and reporting results.

B. Costs Not Included in the Inspecting and Testing Allowances:
   1. Costs of testing services used by Contractor separate from Contract Document requirements.
   2. Costs of testing services used by the Contractor from a source other than the testing agency of record.
   3. Costs of retesting upon failure of previous tests as determined by Architect.
   4. The allowance does not include incidental labor required to assist the testing agency or costs for retesting if previous tests and inspections result in failure. The cost for incidental labor to assist the testing agency shall be included in the Contract Sum.

PART 2 – PRODUCTS – NOT USED

PART 3 – EXECUTION

3.1 EXAMINATION

A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

3.2 PREPARATION

A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

3.3 SCHEDULE OF ALLOWANCES

A. Allowance No. 2: Cash Allowance: Include the sum/price of $5,000 for furnishing finish hardware, F.O.B. job site, specified in Section 087100 – Door Hardware.

B. Allowance No. 4: Cash Allowance: Include the stipulated sum of $15,000 for a contingency allowance to be used at the Owner’s discretion.

END OF SECTION

SECTION 012300

ALTERNATES

PART 1 - GENERAL

1.1 SECTION INCLUDES
A. Alternate submission procedures.
B. Documentation of changes to Contract Sum and Contract Time.

1.2 RELATED SECTIONS
A. Section 002113 – Instructions to Bidders: Instructions for preparation of pricing for alternatives.

1.3 ACCEPTANCE OF ALTERNATES
A. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at Owner's option. Immediately accepted alternates will be identified in the Owner-Contractor Agreement.
B. The Owner may accept any Alternate within 90 days of the date of contract.
C. State the amount of Alternates prices to be added or deducted from the Base Bid price on the Bid Form.
D. Perform all portions of the work affected by this Section in accordance with the requirements of the Contract Documents.
E. Comply with requirements relative to materials and workmanship contained in the respective specification sections.
F. Coordinate related work and modify surrounding work to integrate the Work of each Alternate.

1.4 SCHEDULE OF ALTERNATES
Alternate No. 1: Change of Substantial Completion Date

State the amount to be DEDUCTED from the lump sum base bid if the Date of Substantial Completion is changed from the specified date to the contractor’s desired date as listed on the Bid Form.

PART 2 – PRODUCTS – NOT USED

PART 3 – EXECUTION – NOT USED

END OF SECTION

SECTION 012700

UNIT PRICES

PART 1 – GENERAL

1.1 SECTION INCLUDES
A. List of unit prices, for use in preparing Bids.
B. Measurement and payment criteria applicable to Work performed under a unit price payment method.
C. Defect assessment and non-payment for rejected work.

1.2 RELATED SECTIONS
A. Unit prices listed on Bid Form

1.3 COSTS INCLUDED
A. Unit Prices included on the Bid Form shall include full compensation for all required labor, products, tools, equipment, plant, transportation, services and incidentals; erection, application or installation of an item of the Work; overhead and profit.

1.4 APPLICATION
A. Enter unit prices for each work item in Bid Form in space provided. Omission may result in rejection of bid.
B. Contractor shall take all measurements and compute quantities. Measurements and quantities will be verified by field measurement or assessment.

1.5 UNIT QUANTITIES SPECIFIED
A. Quantities indicated in the Bid Form are for bidding and contract purposes only. Quantities and measurements of actual Work will determine the payment amount.

1.6 MEASUREMENT OF QUANTITIES
A. Measurement methods delineated in the individual specification sections complement the criteria of this section. In the event of conflict, the requirements of the individual specification section govern.
B. Take all measurements and compute quantities. Measurements and quantities will be verified by Architect.
    1. Contractor shall provide necessary equipment, workers, and survey personnel as required at no additional cost to Owner.
C. Measurement Devices:
    1. Weight Scales: Inspected, tested and certified by the applicable state Weights and Measures department within the past year.
    2. Platform Scales: Of sufficient size and capacity to accommodate the conveying vehicle.
    3. Metering Devices: Inspected, tested and certified by the applicable State department within the past year.
D. Measurement by Weight: Concrete reinforcing steel, rolled or formed steel or other metal shapes will be measured by handbook weights. Welded assemblies will be measured by handbook or scale weight.
E. Measurement by Volume: Measured by cubic dimension using mean length, width and height or thickness.
F. Measurement by Area: Measured by square dimension using mean length and width or radius.
G. Linear Measurement: Measured by linear dimension, at the item centerline or mean chord.
H. Stipulated Sum/Price Measurement: Items measured by weight, volume, area, or linear means or combination, as appropriate, as a completed item or unit of the Work.
I. Perform surveys required to determine quantities, including control surveys to establish measurement reference lines. Notify Architect prior to starting work.
J. Contractor's Engineer Responsibilities: Sign surveyor's field notes or keep duplicate field notes, calculate and certify quantities for payment purposes.

SECTION 012700

UNIT PRICES

1.7 PAYMENT

A. Payment for Work governed by unit prices will be made on the basis of the actual measurements and quantities of Work which is incorporated in or made necessary by the Work and accepted by the Architect, multiplied by the unit sum/price.
B. Payment will not be made for any of the following:
   1. Products wasted or disposed of in a manner that is not acceptable.
   2. Products determined as unacceptable before or after placement.
   3. Products not completely unloaded from the transporting vehicle.
   4. Products placed beyond the lines and levels of the required Work.
   5. Products remaining on hand after completion of the Work.
   6. Loading, hauling, and disposing of rejected Products.

1.8 DEFECT ASSESSMENT

A. Replace Work, or portions of the Work, not conforming to specified requirements.
B. If, in the opinion of Owner, it is not practical to remove and replace the Work, Owner will direct one of the following remedies:
   1. The defective Work may remain, but the unit sum/price will be adjusted to a new sum/price at the discretion of Owner.
   2. The defective Work will be partially repaired to the instructions of the Owner, and the unit sum/price will be adjusted to a new sum/price at the discretion of Owner.
C. The individual specification sections may modify these options or may identify a specific formula or percentage sum/price reduction.
D. The authority of Architect to assess the defect and identify payment adjustment is final.

1.9 SCHEDULE OF UNIT PRICES

A. Contractor shall include unit prices in Bid Form for specified item.
   1. Purchase and install carpet tile to match existing; Per Box.
   2. Purchase and install Acoustical Ceiling Panels in Existing Grid; Per Box.
   3. Purchase and install one duplex electrical outlet with up to 20 feet of wiring and conduit; Per outlet
   4. Purchase and install one empty junction box with cover plate with 1” conduit stubbed to above ceiling; Per junction box

PART 2 – PRODUCTS – NOT USED

PART 3 – EXECUTION – NOT USED

END OF SECTION

SECTION 012900

PRICE AND PAYMENT PROCEDURES

PART 1 – GENERAL

1.1 SECTION INCLUDES
A. Procedures for preparation and submittal of applications for progress payments.
B. Change order procedures.

1.2 RELATED SECTIONS
A. Section 012100 - Allowances: Payment procedures relating to allowances.
B. Section 012700 - Unit Prices: Monetary values of unit prices, payment and modification procedures relating to unit prices.
C. Section 017700 - Closeout Submittals.

1.3 SCHEDULE OF VALUES
A. Submit a printed schedule on AIA Form G703 - Application and Certificate for Payment Continuation Sheet or Architect approved similar.
B. Submit Schedule of Values within 15 days of receiving the Letter of Intent and a minimum of 15 business days prior to submitting the first application for payment.
C. Include in each line item, the amount of Allowances specified. For unit cost Allowances, identify quantities taken from Contract Documents multiplied by the unit cost to achieve the total for the item.
D. Submit separate quantities and amounts for material and labor for each respective line item.
E. List separate amounts for any applicable submittals and shop drawing preparation if payment will be required. No payment will be authorized for submittals not listed on the Schedule of Values.
F. Revise schedule to list approved Change Orders, with each Application For Payment.
G. Support values given with data to substantiate their correctness.
H. Submit quantities of designated materials.
I. List quantities of materials specified under unit prices.
J. Include in the line items a total amount of Contractor's overhead and profit.
K. Payment for materials stored on or off site will be limited to those materials listed separately in Schedule of Values.
L. Form of Submittal
    1. Submit typewritten Schedule of Values on 8-1/2 x 11 paper format.
    2. Utilize the Table of Contents of this Project Manual.
    3. Identify each line item with number and title of the specification Section.
    4. Separate costs under the various phases.
M. Preparation
    1. Itemize separate line cost for each of following cost items:
        a. Overhead and profit.
        b. Bonds.
        c. Insurance.
        d. General Requirements.
        e. Site mobilization.
    2. Itemize separate line item cost for work specified in each section of the specifications. Identify work of:
        a. Contractor's own labor forces.
        b. All subcontractors.
        c. All major suppliers of products or equipment.
    3. Break down installed costs into:
        a. Delivered cost of product, with taxes paid.
        b. Labor cost.
    4. For each line item which has an installed value of more than $10,000.00 break down costs to list amount of labor and amount of materials under each item.
        a. Contractor, subcontractor or supplier.
        b. Specification section number.
        c. Description of work or material.

d. Quantity.
e. Unit Price.
f. Scheduled value.
g. % of Contract.

5. Round off figures to nearest ten dollars.
6. Make sum of total costs of all items listed in Schedule equal to total contract sum.

N. Review and Resubmittal
1. After review by Architect, revise and resubmit Schedule as directed by Architect.
2. Follow original submittal procedure.

O. Update
1. Update Schedule of Values when:
a. Change in cost occurs.
b. Change of subcontractor or supplier occurs.
c. Change of product or equipment occurs.
2. Provide written justification for any changes requested by contractor.

1.4 APPLICATIONS FOR PROGRESS PAYMENTS

A. Payment Period: Submit at intervals stipulated in the Agreement.
B. Present required information in typewritten form.
C. Form: AIA G702 Application and Certificate for Payment and AIA G703 - Continuation Sheet including continuation sheets when required or Architect approved equal.
D. For each item, provide a column for listing each of the following:
1. Item Number.
2. Description of work.
3. Scheduled Values.
4. Previous Applications.
5. Work in Place and Stored Materials under this Application.
6. Authorized Change Orders.
7. Total Completed and Stored to Date of Application.
8. Percentage of Completion
9. Balance to Finish.
10. Retainage.

E. Each item on the application for payment shall include retainage in the amount of 10% of the total work completed and stored to date of application. Upon reaching Substantial Completion, and with prior authorization of the Owner and the Architect, the retainage may be reduced to 5% for each item that is deemed substantially complete on the subsequent application for payment.
F. Execute certification by signature of authorized officer.
G. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed and for Stored Products.
H. List each authorized Change Order as a separate line item, for each respective subcontractor or material supplier listing Change Order number and dollar amount as for an original item of Work.
I. Submit three pencil copies of each Application for Payment for review and approval by Architect and Owner.
J. Revise Application and Certificate of payment as directed by Architect.
K. Once the pencil copy has been approved by Architect, send three hard copies, along with supporting documentation, to the corporate office of the Architect.
L. Include the following with the application:
1. Transmittal letter as specified for Submittals in Section 013300.
2. Construction progress schedule, revised and current as specified in Section 013300.
3. Current construction photographs specified in Section 013300.
4. Partial release of liens from Contractor for current period.
a. Release of liens to be provided on forms approved by the Architect prior to the first payment being submitted.

5. Partial release of liens from all Subcontractors and vendors from prior period.
   a. Release of liens to be provided on forms approved by the Architect prior to the first payment being submitted.
6. Affidavits attesting to off-site stored products, with original invoices. Statement of transfer of title upon payment and insurance coverage specifically identifying stored items.

M. When Architect requires substantiating information, submit data justifying dollar amounts in question. Provide one copy of data with cover letter for each copy of submittal. Show application number and date, and line item by number and description.

1.5 CERTIFIED PAYROLL FOR PUBLIC WORKS PROJECTS

A. As per the Prevailing Wage Act., all contractors and their subcontractors who are engaged in public works projects must provide a certified monthly payroll report to the Illinois Department of Labor.

B. Each Contractor or Subcontractor performing Work on this Project shall comply in all respects with all laws governing the employment of Labor, Social Security, and Unemployment Insurance of both the State and Federal government. There shall be paid to each employee engaged in Work under this Contract at the site of the Project, no less than the minimum wage for the classifications of labor employed in compliance with 820 ILCS 130/1 et seq. as now existing or hereafter amended.

C. In accordance with 820 ILCS 130/5, the Contractor and each subcontractor shall make and keep, for a period of not less than 3 years, records of all laborers, mechanics, and other workers employed by them on the Project; the records shall include each worker's name, address, telephone number, social security number, classification or classifications, the hourly wages paid in each period, the number of hours worked each day, and the starting and ending times of each work day.

D. The Contractor and each subcontractor shall submit monthly to the Illinois Department of Labor. The certified payroll shall consist of a complete copy of the records and all certifications required by the Illinois Department of Labor.

E. With each monthly application for payment to the Owner, the contractor shall provide written confirmation that the Certified Payroll report has been properly submitted to the Illinois Department of Labor for all Contractors and Sub-Contractors.

F. Upon 2 business days notice, the contractor and each subcontractor shall make available for inspection for the records to the Owner, its officers and agents, and to the Director of Labor and his deputies and agents at all reasonable hours at a location within the State. The Contractor and each subcontractor shall permit his/her employees to be interviewed on the job, during working hours, by compliance investigators of the Department or the Department of Labor.

1.6 CHANGE ORDER PROCEDURES

A. Promptly implement Change Order procedures.
   1. Provide full written data required to evaluate changes.
   2. Maintain detailed records of work done on time-and-material/force account basis.
   3. Provide full documentation to Architect.

B. Designate in writing the member of Contractor's organization:
   1. Who is authorized to accept changes in Work.
   2. Who is responsible for informing others in Contractor's employ of authorization of changes in Work.
   3. If other than the Owner, the Owner will designate in writing the person(s) authorized to execute Change Orders.

C. Initiation of Contract Changes:
   1. Requests for change by the Contractor shall be initiated in writing.
   2. Subcontractors initiating a request for change shall direct their requests to the Contractor.
   3. The Architect will review and direct the Contractor's requests for change to the Owner or Owner's Representative with recommendations.

4. Requests for change affecting contract sum or contract completion shall be made prior to starting any changes to the construction work or purchasing of materials. Failure to make appropriate written requests will invalidate any claims for additional costs or time for said work.

D. Owner Authorizes:
   1. The Owner or Owner's Representative, having considered the necessity of the requested change and availability of funds will authorize the Architect to prepare a request for proposal (RFP).

E. Architect Prepares Request for Proposal:
   1. The Architect, following consultation with the Contractor regarding subcontracts which will be affected by the proposed change, will prepare a RFP for Contractor response.
   2. Two sets of the RFP and Supplemental Drawings and Specifications for each proposed change are transmitted to the Contractor.

F. Contractors Prepare Proposals:
   1. Detailed Breakdown of Material Equipment and Labor:
      a. The Contractor or Subcontractor whose work is affected by a proposed change shall prepare a proposal for change.
      b. The detailed breakdown shall be prepared in accordance with the Contract Documents.
      c. If a change affects work covered by agreed on prices, such prices shall be used as the basis for adjustments to the contract sum.
      d. In all other cases, adjustments to the contract sum shall be based on the Contractor's direct cost, including costs of material, labor, equipment, bonds and taxes as applicable.
      e. Labor rates shall be itemized on the detailed breakdown indicating the trade base wage rate, total union fringe benefits, FICA, unemployment compensation insurance and workmen's compensation insurance. Labor charges shall not include costs for inefficiencies of construction supervision or labor.
      f. Change order adjustments to the contract developed above shall include amounts for overhead and profit which do not exceed average amounts indicated in the Schedule of Values, or an amount of 15% of the change order cost, whichever is less, and that no overhead and profit shall be deducted from the total price for changes reducing the cost of the contract. If the changed work is performed by a subcontractor, no more than 10% may be added to the subcontractor's costs for overhead and profit. An additional not to exceed 5% (exclusive of the subcontractor overhead and profit indicated above) may be included for the Contractor's overhead and profit on all work provided directly by a subcontractor employed on the project.

G. Contractor Reviews:
   1. Reviews: The Contractor shall review all proposals for:
      a. Conformance with the RFP to ensure that all items and only those items of work affected by the proposed change are included.
      b. Assurance that the proposals are submitted in conformance with the Contract Documents.
   2. Transmittal: The Contractor shall forward to the Architect three complete sets of proposals with its recommendation regarding the proposal.
      a. In making recommendations, the Contractor shall certify that the price is appropriate and if it is not appropriate, shall state the reasons for not certifying the price.
      b. Proposals, complete with all required information, shall be submitted to the Architect within three weeks of the date of the RFP in order to receive further consideration.

H. Architect Reviews:
   1. The Architect reviews the Contractor's proposals for completeness and conformance with the RFP and Contract Documents. Proposals which are incomplete or have inadequate detailed breakdowns will be returned to the Contractors for resubmission.
   2. The Architect will review and, when appropriate, approve all price proposals recommending Owner approve issuance of a change order.

3. When the Architect considers the costs or quantities to be inappropriate to the work requested, the Architect will notify the Contractor in writing of the concerns and the Contractor will provide the necessary backup materials to justify the submittal or modify the submittal.
4. Submittals not properly justified will not be forwarded to the Owner and written notice as to the reasons will be forwarded to the Contractor. After 30 days of said written notification and no further response by the Contractor, the request will be considered inappropriate and will receive no further consideration.

I. Architect Issues Change Order:
1. The Architect, having received what is believed to be an appropriate and acceptable Contractor proposal for the proposed change and having received Owner's approval to issue a change order, the Architect will issue a Change Order.
2. The Change Order package prepared by the Architect for submittal to the Owner shall contain the following items:
   a. Three originals of the Change Order form with appropriate original signatures, along with supporting documentation including, but not limited to:
      1) Request for Proposal with signatures.
      2) Pristine copy of drawings and specifications.
      3) On changes initiated by the Architect, a letter explaining the circumstances related to the need for the change.
      4) On Owner requested Change Orders, a letter of request signed by the Owner's Representative.
      5) Change Order Authorization Form for Owner's Signature and permanent record in accord with Public Act 85-1295. When required on public work--for changes greater than $10,000.00 or 30 Days.

J. Owner Approves or disapproves Change Order: For change in Contract Sum and/or Contract Time.

K. One copy of approved Change Order with original signatures will be returned to the Contractor, or notice and explanation as to why it has been rejected will be forwarded to the Contractor.

1.7 APPLICATION FOR FINAL PAYMENT

A. Submit all closeout documents and comply with all requirements as put forth in Section 017700 - Closeout Submittals.

B. Once closeout submittals have been approved by the Architect, prepare the Application for Final Payment as specified for progress payments, identifying total adjusted Contract Sum, previous payments, and sum remaining due; including properly executed Consent of Surety.

C. Application for Final Payment will not be considered until the following have been accomplished:
1. All closeout procedures specified in Section 017700.

PART 2 – PRODUCTS – NOT USED

PART 3 – EXECUTION – NOT USED

END OF SECTION

SECTION 013218

CONSTRUCTION PROGRESS SCHEDULE

PART 1 – GENERAL

1.1 SECTION INCLUDES
A. Preliminary schedule.
B. Construction progress schedule, bar chart type.

1.2 RELATED SECTIONS
A. Section 011000 - Summary: Work sequence.

1.3 REFERENCES
A. AGC (CPM) - The Use of CPM in Construction - A Manual for General Contractors and the Construction Industry; Associated General Contractors of America; 1976.

1.4 PRECONSTRUCTION MEETING
A. Within 10 days after date of Agreement, submit preliminary schedule defining planned operations for the first 90 days of Work, with a general outline for remainder of Work
B. If preliminary schedule requires revision after review, submit revised schedule within 10 days.
C. Within 20 days after review of preliminary schedule, submit draft of proposed complete schedule for review.
    1. Include written certification that major contractors have reviewed and accepted proposed schedule.
        a. Within 10 days after joint review, submit complete schedule.
D. Submit updated schedule every 30 days or as requested by Architect.
E. Submit the number of opaque reproductions that Contractor requires, plus one copy which will be retained by Architect and Owner. Furnish additional copies when directed.
F. Submit under transmittal letter form specified in Section 013300.

1.5 QUALITY ASSURANCE
A. Scheduler: Contractor's personnel or specialist Consultant specializing in CPM scheduling with five years minimum experience in scheduling construction work of a complexity comparable to this Project, and having use of computer facilities capable of delivering a detailed graphic printout within 48 hours of request.

1.6 SCHEDULE FORMAT
A. Listings: In chronological order according to the start date for each activity. Identify each activity with the applicable specification section number.
B. Diagram Sheet Size: Maximum 11x17 inches or width required.
C. Sheet Size: Minimum of 8-1/2 x 11 inches, Maximum of 24" x 36".
D. Scale and Spacing: To allow for notations and revisions.

1.7 START OF CONSTRUCTION SERVICES
A. Construction services as specified herein shall commence upon issuance of the Letter of Intent to Award a Construction Contract.

PART 2 – PRODUCTS - NOT USED

PART 3 – EXECUTION

3.1 PRELIMINARY SCHEDULE
A. Prepare (preliminary) schedule in the form of a horizontal bar chart.

B. Show complete sequence of construction by activity, with dates for beginning and completion of each element of construction.
C. Identify each item by specification section number.
D. Identify work of separate stages and other logically grouped activities.
E. Provide sub-schedules for each stage of Work identified in Section 011000.
F. Provide sub-schedules to define critical portions of the entire schedule.
G. Include conferences and meetings in schedule.
H. Show accumulated percentage of completion of each item, and total percentage of Work completed, as of the first day of each month.
I. Provide separate schedule of submittal dates for shop drawings, product data, and samples, owner-furnished products, Products identified under Allowances, and dates reviewed submittals will be required from Architect. Indicate decision dates for selection of finishes.
J. Indicate delivery dates for owner-furnished products.
K. Coordinate content with schedule of values specified in Section 012900.
L. Provide legend for symbols and abbreviations used.

3.2 BAR CHARTS

A. Include a separate bar for each major portion of Work or operation.
B. Identify the first work day of each week.

3.3 NETWORK ANALYSIS

A. Prepare network analysis diagrams and supporting mathematical analyses using the Critical Path Method.
B. Illustrate order and interdependence of activities and sequence of work; how start of a given activity depends on completion of preceding activities, and how completion of the activity may restrain start of subsequent activities.
C. Mathematical Analysis: Tabulate each activity of detailed network diagrams, using calendar dates, and identify for each activity:
    1. Preceding and following event numbers.
    2. Activity description.
    3. Estimated duration of activity, in maximum 15 day intervals.
    4. Earliest start date.
    5. Earliest finish date.
    6. Actual start date.
    7. Actual finish date.
    8. Latest start date.
    9. Latest finish date.
    10. Total and free float; float time shall accrue to Owner and to Owner's benefit.
    11. Monetary value of activity, keyed to Schedule of Values.
    12. Percentage of activity completed.
    13. Responsibility.
D. Analysis Program: Capable of compiling monetary value of completed and partially completed activities, accepting revised completion dates, and re-computation of all dates and float.
E. Required Reports: List activities in sorts or groups:
    1. By preceding work item or event number from lowest to highest.
    2. By amount of float, then in order of early start.
    3. By responsibility in order of earliest possible start date.
    4. In order of latest allowable start dates.
    5. In order of latest allowable finish dates.
    6. Contractor's periodic payment request sorted by Schedule of Values listings.
    7. Listing of basic input data which generates the report.
    8. Listing of activities on the critical path.

3.4 REVIEW AND EVALUATION OF SCHEDULE

A. Participate in joint review and evaluation of schedule with Architect at each submittal.
B. Evaluate project status to determine work behind schedule and work ahead of schedule.
C. After review, revise as necessary as result of review, and resubmit within 5 days.

3.5 UPDATING SCHEDULE

A. Maintain schedules to record actual start and finish dates of completed activities.
B. Indicate progress of each activity to date of revision, with projected completion date of each activity.
C. Annotate diagrams to graphically depict current status of Work.
D. Identify activities modified since previous submittal, major changes in Work, and other identifiable changes.
E. Indicate changes required to maintain Date of Substantial Completion.
F. Submit reports required to support recommended changes.
G. Provide narrative report to define problem areas, anticipated delays, and impact on the schedule. Report corrective action taken or proposed and its effect including the effects of changes on schedules of separate contractors.

3.6 DISTRIBUTION OF SCHEDULE

A. Distribute copies of updated schedules to Contractor's project site file, to Subcontractors, suppliers, Architect, Owner, and other concerned parties.
B. Instruct recipients to promptly report, in writing, problems anticipated by projections shown in schedules.

END OF SECTION

SECTION 013300

ADMINISTRATIVE REQUIREMENTS

PART 1 – GENERAL

1.1 SECTION INCLUDES

A. Preconstruction meeting.
B. Site mobilization meeting.
C. Progress meetings.
D. Construction progress schedule.
E. Progress photographs.
F. Coordination drawings.
G. Submittals for review, information, and project closeout.
H. Number of copies of submittals.
I. Submittal procedures.

1.2 RELATED SECTIONS

A. Document 007213 - General Conditions: Dates for applications for payment.
B. Section 011000 - Summary: Stages of the Work, Work covered by each contract, occupancy.
C. Section 012900 - Price and Payment Procedures:
D. Section 013218 - Construction Progress Schedule: Form, content, and administration of schedules.
E. Section 017300 - Execution Requirements: Additional coordination requirements.
F. Section 017700 - Closeout Submittals: Project record documents.

1.3 PROJECT COORDINATION

A. Project Coordinator: Contractor.
B. Cooperate with the Contractor in allocation of mobilization areas of site; for field offices and sheds, for access, traffic, and parking facilities.
C. During construction, coordinate use of site and facilities through the Contractor.
D. Comply with procedures for intra-project communications; submittals, reports and records, schedules, coordination drawings, and recommendations; and resolution of ambiguities and conflicts.
E. Comply with instructions of the Contractor for use of temporary utilities and construction facilities.
    1. Direct and check-out of utilities, operational systems, and equipment.
    2. Record dates of start of operation of systems and equipment.
F. Coordinate field engineering and layout work under instructions of the Contractor.
G. Develop and implement procedure for review and processing of applications for progress and final payments: Submit recommendation to Architect for Certification to Owner for Payment.
H. Establish on-site lines of authority and communication; schedule and conduct project meetings among:
    1. Owner's Representative.
    2. Architect.
    3. Subcontractors.
I. Cost Control:
    1. Maintain cost accounting records for authorized work performed under Unit Costs.
    2. Develop and implement procedure for review and processing of applications for progress and final payments: Submit recommendation to Architect for Certification to Owner for Payment.
J. Administer processing of:
    1. Shop drawings, product data and samples.
    2. Field drawings.
    3. Coordination drawings.
    4. Closeout submittals.

K. Maintain Reports and Records at Job Site:
   1. Daily log of progress of work, available to Architect and Owner.
   2. Verify that all subcontractors maintain record documents on a current basis.
   3. At completion of Project, assemble record documents from all subcontractors and deliver to the Architect in accordance with Section 017700.
   4. Assemble documentation for handling of claims and disputes.
L. Contractor to verify that specified cleaning is done during progress of work and at the completion of each subcontractor's work.
M. Make the following types of submittals to Architect through the Project Coordinator:
   1. Requests for interpretation.
   2. Requests for substitution.
   3. Shop drawings, product data, and samples.
   4. Submittals for information.
   5. Test and inspection reports.
   6. Design data.
   7. Manufacturer's instructions and field reports.
   8. Applications for payment and change order requests.
   9. Progress schedules.
   10. Coordination drawings.
   11. Closeout submittals.
N. Upon contractor's determination of Substantial Completion of work or portion thereof, notify Architect in writing as to project status and request inspection and compilation of punch list of incomplete or unsatisfactory items.
O. Upon Architect's Certification of Date of Substantial Completion, supervise correction and completion of work within specified period.
P. Upon Contractor's determination that Work is finally complete:
   1. Submit written notice to Architect and Owner, that Work is ready for final inspection.
   2. Secure and transmit to Architect required closeout submittals as put forth in Section 017700.
Q. Contractor to turn over to Architect for approval all items for closeout as put forth in Section 017700.

PART 2 - PRODUCTS - NOT USED

PART 3 – EXECUTION

3.1 PRECONSTRUCTION MEETING

A. Architect will schedule a meeting within 10 days of date of Letter of Intent.
B. Attendance Required:
   1. Owner.
   2. Architect.
   3. Contractor:
   4. Field Superintendent
   5. Project Manager
   6. Safety Representative.
   7. Contractor's Major Subcontractors.
C. Minimum Agenda:
   1. Items required to be submitted by Contractor at Preconstruction Meeting:
      a. Fully executed bonds and Insurance Certificates
      b. List of major Subcontractors and suppliers.
      c. Tentative construction schedule.

d. Letter from Project Safety Representative certifying that: *he/she will be empowered as the Contractor's Safety Engineer, is responsible for enforcing all safety requirements, and is familiar with the Manual of Accident Prevention in Construction by the Associated General Contractors of America (current edition).* Also note that: *the Contractor will maintain a copy of said publication on site at all times, and will strictly enforce all applicable requirements noted within.*

2. Distribute and discuss documents required to be submitted by Contractor at Preconstruction meeting.
3. Execution of Owner-Contractor Agreement.
4. Identify critical work sequencing.
5. Discussion of schedule of values, and progress schedule.
6. Discussion of list of Subcontractors, list of Products, schedule of values, and progress schedule.
7. Designation of responsible personnel representing the parties to Contract; Owner, Architect and Contractor.
8. Establish chain of Authority.
9. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
10. Scheduling.
    a. Discuss major equipment deliveries and priorities.
11. Review of use of premises:
    a. Office and storage areas.
    b. Access to site and facilities.
12. Owner's requirements.
13. Security procedures.
14. Review requirements of and procedures for maintaining record documents.
15. Architect will record minutes and distribute copies within five days after meeting to participants, with copies to Contractor, Owner, participants, and those directly affected by decisions made.

3.2 PROGRESS MEETINGS

A. Contractor will schedule and administer meetings throughout progress of the Work at maximum bi-monthly intervals.
B. Contractor will make arrangements for meetings, prepare agenda with copies for participants 5 business days in advance of meeting date, preside at meetings.
C. Attendance Required: Job superintendent, major Subcontractors and suppliers, Owner, Architect, as appropriate to agenda topics for each meeting.
D. Agenda:
    1. Review minutes of previous meetings.
    2. Review of Work progress.
    3. Field observations, problems, and decisions.
    4. Identification of problems which impede planned progress.
    5. Review of submittals schedule and status of submittals.
    6. Review of off-site fabrication and delivery schedules.
    7. Maintenance of progress schedule.
    8. Corrective measures to regain projected schedules.
    9. Planned progress during succeeding work period.
    10. Coordination of projected progress.
    11. Maintenance of quality and work standards.
    12. Effect of proposed changes on progress schedule and coordination.
    13. Other business relating to Work.
    14. Process Payment Requests Monthly.
E. Contractor shall record minutes and distribute copies within Five (5) calendar days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

3.3 CONSTRUCTION PROGRESS SCHEDULE - See Section 013218

3.4 COORDINATION DRAWINGS

A. Conduct coordination meetings in accordance with each respective section as work progresses. Contractor shall coordinate with Architect for such meetings.
B. Provide information required by Contractor for preparation of coordination drawings.
C. Review drawings prior to submission to Architect.

3.5 SUBMITTALS FOR REVIEW

A. When the following are specified in individual sections, submit them for review:
   1. Product data.
   2. Shop drawings.
   3. Samples for selection.
   4. Samples for verification.
B. Submit to Architect for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
C. Samples will be reviewed only for aesthetic, color, or finish selection.
D. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below and for record documents purposes described in Section 017700 - CLOSEOUT SUBMITTALS.
E. Samples required for color, texture, and/or finish selections must be submitted as a physical representation of the available selections. Electronic color charts will not be accepted.

3.6 SUBMITTALS FOR INFORMATION

A. When the following are specified in individual sections, submit them for information:
   1. Design data.
   2. Certificates.
   3. Test reports.
   4. Inspection reports.
   5. Manufacturer's instructions.
   6. Manufacturer's field reports.
   7. Other types indicated.
B. Submit for Architect's knowledge as contract administrator or for Owner.

3.7 SUBMITTALS FOR PROJECT CLOSEOUT

A. When the following are specified in individual sections, submit them at project closeout:
   1. Project record documents.
   2. Operation and maintenance data.
   3. Warranties.
   4. Bonds.
   5. Lien Waivers.
   6. Other types as indicated.
B. Submit for Owner's benefit during and after project completion.

3.8 NUMBER OF COPIES OF SUBMITTALS

A. Documents for Review or for information:
   1. The Contractor has the option of providing Submittals for review or for information either as a hard copy or electronically as outlined below.
   2. If Submittal is provided as a hard copy:
      a. Submit the number of copies which the Contractor requires, plus three copies which will be retained by the Architect.
   3. If Submittal is provided electronically:
      a. Deliver one copy of submittal to Architect via email or Compact Disc in PDF file format.

b. At Architect's discretion, the reviewed submittal, with any corrections, will be returned as one electronic copy in PDF format, or as one hard copy delivered to the Contractor.

B. Documents for Project Closeout: Shall be submitted as hard copies only. Make one reproduction of submittal originally reviewed. Submit one extra of submittals for information.

C. Samples: Submit the number specified in individual specification sections; one of which will be retained by Architect.
   1. After review, produce duplicates.
   2. Retained samples will not be returned to Contractor unless specifically so stated.

3.9 SUBMITTAL PROCEDURES

A. Sequentially number the transmittal form and clearly indicate the respective specification section number for reference. Revise submittals with original number and a sequential alphabetic suffix.

B. Identify Project, Contractor, Subcontractor or supplier; pertinent drawing and detail number, and specification section number, as appropriate on each copy.

C. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.

D. Deliver submittals to Architect at business address or via email.

E. Schedule submittals to expedite the Project, and coordinate submission of related items.

F. For each submittal for review, allow 10 days excluding delivery time to and from the Contractor.

G. Identify variations from Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed Work.

H. Provide space for Contractor and Architect review stamps.

I. Shop drawings which incorporate, in part or in whole, direct reproductions of the contract documents, are not acceptable and will be returned, without review, to the contractor, for resubmittal.

J. All shop drawings which are poorly prepared or handwritten will be returned, without review, to the contractor for resubmittal. Architect's determination of properly prepared shop drawings is final.

K. Electronic Media/Files
   1. Construction drawings for this project have been prepared by the Architect and Engineer utilizing the following Computer Aided Drawing (CAD) System: Auto Cad Release 2015.
   2. Contractors and Subcontractors may purchase electronic media files of the Contract Documents.
   3. Upon request to purchase electronic media or files, the Contractor shall complete the "Request for Electronic Drawing Files" issued by the Architect and issue the appropriate fee to the Architect.
   4. Sheets can be formatted to provide background information only, background plus various layers of equipment; or of complete sheets as issued for construction.
   5. The Contractor may utilize these CAD Drawings in the preparation of their Shop Drawings and as built drawings only.
   6. The information issued is provided in a good faith effort to expedite the Project and simplify the efforts of the Contractor with no guarantee by the issuer as to the accuracy or correctness of the information provided. The Architect accepts no responsibility or liability for the Contractor's or subcontractor's use of these CAD documents.
   7. The use of these CAD documents by the Contractor(s) does not relieve them of their responsibility to field measure existing conditions and to properly fit the work to the Project.
   8. These documents will be provided when purchased for the convenience of the Contractor and this Project. Ownership and use of the issued documents are governed by the terms of the General Conditions.

L. Submittals
   1. **Submit all submittals within 21 calendar days after date of Letter of Intent.** Failure to do so may cause scheduled contractor payments to be withheld.
   2. **Submit all manufacturer's letter's confirming prompt ordering of all material and equipment within 21 calendar days after date of Letter of Intent.** Failure to do so may cause scheduled contractor payments to be withheld. Confirmation Letters are to include the following:
      a. Order date.
      b. Manufacturing date.
      c. Delivery date.
      d. Confirmation that no factors will deter delivery on schedule.
      e. Any other pertinent information.
   3. Submit four prints of shop drawings, and number of copies of product data and samples which Contractor requires for distribution and future submission under Section 017300 plus one copy which will be retained by Architect.
   4. Submit number of samples specified in each of specification sections.
   5. Accompany submittals with transmittal letter, in duplicate, containing:
      a. Date.
      b. Project title and number.
      c. Contractor's name and address.
      d. Relevant Specification section number.
      e. The number of shop drawings, product data and samples submitted.
      f. Notification of any deviations from Contract Documents.
      g. Other pertinent data.
   6. Submittals shall include:
      a. Date and revision dates.
      b. Project title and number.
      c. Names of:
         1) Architect
         2) Architect's consultant(s)
         3) Subcontractor
         4) Sub-subcontractor.
         5) Supplier.
         6) Manufacturer.
         7) Separate detailer when pertinent.
      d. Identification of product or material.
      e. Relation to adjacent structure or material.
      f. Field dimensions, clearly identified as such.
      g. Specification section and page number.
      h. Specified standards, such as ASTM number or Federal Specification.
      i. A blank space, 4" x 6" for Architect's stamp.
      j. Identification of previously approved deviation(s) from Contract Documents.
      k. Identification of color selections required and color selection charts.
   7. All shop drawing submittals received by the Architect which do not bear the contractor's approval stamp and initials or signatures will be returned, without review, to the contractor, for resubmittal.
   8. All shop drawing submittals which do not contain a reproducible transparency set of the submittal will be returned without review, to the contractor, for resubmittal.

M. Resubmission Requirements
   1. Shop Drawings:
      a. Definition: Shop Drawings are original drawings prepared by Contractor, subcontractor, sub-subcontractor, supplier, or distributor, which illustrates some portion of the work, showing fabrication, layout, setting or erection details.
      b. Revise initial drawings as directed and resubmit in accordance with submittal procedures.

c. Indicate on drawings all changes which have been made in addition to those requested by Architect.
d. Clearly indicate by revision number and date, each resubmittal of each shop drawing.
e. When revised for resubmission, identify all changes made since previous submission.
f. Shop drawings which incorporate, in part or in whole, direct reproductions of the contract documents, will NOT be accepted and will be returned without review.

2. Product data and samples: Submit new data and samples as specified for initial submittal.
3. Make all resubmittals within 10 business days after date of Architect's previous review.

N. Distribution of Submittals After Review
1. Contractor will distribute copies of shop drawings and product data which carry Architect's stamp to:
a. Contractor's file.
b. Job site file.
c. Record documents file.
d. Subcontractors.
e. Suppliers.
f. Fabricators.
g. Other contractors as required.
2. Distribute samples as directed in accordance with Contract Documents.
3. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.

O. Contractor Responsibilities
1. Review shop drawings, product data and samples prior to submission to the next level of authority.
2. Verify:
a. Field dimensions and drawing dimensions.
b. Field construction criteria.
c. Catalog numbers and similar data.
d. Compliance of items submitted with Contract Documents.
e. Dimensions and elevations requirements necessary to properly install product.
3. Coordinate each submittal with requirements of:
a. The Work.
b. The Contract Documents.
c. The work of other subcontractors.
4. Contractor's responsibility for errors and omissions in submittals is not relieved by Architect/Engineer's review of submittals.
5. Notify Architect in writing prior to submission and specifically on the submittal, of proposed deviations in submittals from contract requirements.
6. Contractor's responsibility for notifying Architect of deviations and for correcting deviations not properly identified in submittals is not relieved by Architect's review of improperly documented submittals.
7. Do not begin any work which requires submittals without having Architect's stamp and initials or signature indicating review.
8. After Architect's review, make response required by Architect's stamp and distribute copies. Indicate by transmittal that copy of approved data has been distributed.
9. Subcontractors:
a. Subcontractors send their submittals to the Contractor.
b. Contractor reviews and initials submittals for compliance with scope, coordination and integration with the work of all other subcontractors.
c. Contractor transmits his reviewed copies of subcontractor's submittals to Architect.
d. Contractor retains copy of submittals after review by Architect and distributes copies to submitting subcontractor and to other subcontractors for coordination and integration.
e. Contractor: Enforce resubmission requirements.

P. Architect's Duties
   1. Review submittals within 10 business days.
   2. Review for compliance to design concept of project.
   3. Review all requests for proposed deviations. Obtain Owner's concurrence and respond to Contractor's request.
   4. Review of separate item does not constitute review of an assembly in which item functions.
   5. Affix stamp, date, and initials or signature certifying to review of submittal, and with instructions for contractor response.
   6. Return submittals to Contractor for response or distribution.
   7. Select product colors upon receipt of all shop drawings and submittals requiring color selections.

Q. Submittals not requested will not be recognized or processed.

END OF SECTION

SECTION 014000

QUALITY REQUIREMENTS

PART 1 – GENERAL

1.1 SECTION INCLUDES

A. References and standards.
B. Quality assurance submittals.
C. Mock-ups.
D. Control of installation.
E. Tolerances.
F. Testing and Inspection Agencies.
G. Manufacturers' field services.

1.2 RELATED SECTIONS

A. Section 012100 - Allowances: Allowance for payment of testing services.
B. Section 013300 - Administrative Requirements: Submittal procedures.
C. Section 016000 - Product Requirements: Requirements for material and product quality.

1.3 SUBMITTALS

A. Design Data: Submit for Architect's knowledge as contract administrator or for the Owner, for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.
B. Certificates: When specified in individual specification sections, submit certification by the manufacturer and Contractor or installation/application subcontractor to Architect, in quantities specified for Product Data.
    1. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
    2. Certificates may be recent or previous test results on material or product but must be acceptable to Architect.
C. Manufacturer's Instructions: When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, for the Owner's information. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.
D. Manufacturer's Field Reports: Submit reports for Architect's benefit as contract administrator or for Owner.
    1. Submit report in duplicate within 30 days of observation to Architect for information.
    2. Submit for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.
E. Erection Drawings: Submit drawings for Architect's benefit as contract administrator or for Owner.
    1. Submit for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.
    2. Data indicating inappropriate or unacceptable Work may be subject to action by Architect or Owner.

1.4 REFERENCES AND STANDARDS - See Section 014200

PART 2 – PRODUCTS – NOT USED

PART 3 – EXECUTION

3.1 CONTRACTOR CONTROL OF INSTALLATION

A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
B. Comply with manufacturers' instructions, including each step in sequence.
C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect before proceeding.
D. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
E. Have Work performed by persons qualified to produce required and specified quality.
F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

3.2 MOCK-UPS

A. Tests will be performed under provisions identified in this section and identified in the respective product specification sections.
B. Assemble and erect specified items with specified attachment and anchorage devices, flashings, seals, accessories and finishes.
C. Accepted mock-ups shall be a comparison standard for the remaining Work.
D. Where mock-up has been accepted by Architect and is specified in product specification sections to be removed, remove mock-up and clear area when directed to do so.

3.3 TOLERANCES

A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
B. Comply with manufacturer's tolerances. Should manufacturer's tolerances conflict with Contract Documents, request clarification from Architect before proceeding.
C. Where specified tolerances within individual sections exceed those accepted by the Manufacturer, comply with the more stringent tolerances specified.
D. Adjust products to appropriate dimensions; position before securing products in place.

3.4 MANUFACTURERS' FIELD SERVICES

A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust and balance of equipment as applicable, and to initiate instructions when necessary.
B. Submit qualifications of observer to Architect 30 days in advance of required observations.
    1. Observer subject to approval of Architect.
    2. Observer subject to approval of Owner.
C. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturer's written instructions.

3.5 DEFECT ASSESSMENT

A. Replace Work or portions of the Work not conforming to specified requirements.
B. If, in the opinion of Architect, it is not practical to remove and replace the Work, Architect will direct an appropriate remedy or adjust payment.

END OF SECTION

SECTION 016000

PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION INCLUDES
A. General product requirements.
B. Transportation, handling, storage and protection.
C. Product option requirements.
D. Substitution limitations and procedures.
E. Procedures for Owner-supplied products.
F. Spare parts and maintenance materials.

1.2 RELATED SECTIONS
A. Document 002113 - Instructions to Bidders: Product options and substitution procedures prior to bid date.
B. Section 014000 - Quality Requirements: Product quality monitoring.

1.3 REFERENCES
A. NFPA 70 - National Electrical Code; National Fire Protection Association; 2002.

1.4 SUBMITTALS
A. Proposed Products List: Submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product; submit 3 copies to Architect.
   1. Submit within 20 days after date of Letter of Intent.
   2. For products specified only by reference standards, list applicable reference standards.
B. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
C. Shop Drawing Submittals: Prepared specifically for this Project.
D. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
   1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.
E. Indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
F. Provide name and address of similar projects on which product was used and date of installation.
G. Provide detailed description and drawings illustrating construction methods.
H. Provide itemized comparison and accurate cost data of proposed substitution in comparison with product or method specified.
I. Provide data relating to changes in contracts, coordination issues, and construction schedules.
J. Manufacturer's Instructions: When Contract Documents specify that installation shall comply with manufacturer's printed instructions, obtain and distribute copies of such instructions to all parties involved in the installation, including three copies to the Architect.

PART 2 – PRODUCTS

2.1 NEW PRODUCTS
A. Provide new products unless specifically required or permitted by the Contract Documents.
B. Materials and Equipment Incorporated Into The Work
   1. NO MATERIAL OR PRODUCT SHALL BE DELIVERED TO, PROVIDED FOR OR INSTALLED ON PROJECT WHICH CONTAINS ANY ASBESTOS OR ASBESTOS-CONTAINING MATERIAL.
   2. Conform to project specifications and standards.
   3. Comply with size, make, type and quality specified.
   4. Manufactured and fabricated products:
      a. Design, fabricate and assemble in accord with best engineering and shop practices.

b. Manufacture like parts of duplicate units to standard sizes and gages, to be interchangeable.
c. Two or more items of the same kind shall be identical from the same manufacturer.
d. All parts of systems shall be from the same manufacturer to the greatest extent practicable.
e. Adhere to equipment capacities, sizes and dimensions shown or specified unless variations are specifically approved by Change Order.

2.2 PRODUCT OPTIONS

A. Base all bids on providing all products exactly as specified.
B. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.
C. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers named and meeting specifications, no options or substitutions allowed.
D. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

2.3 SPARE PARTS AND MAINTENANCE PRODUCTS

A. Provide spare parts, maintenance, and extra products of types and in quantities specified in individual specification sections.
B. Deliver to Project site; obtain receipt prior to final payment.

PART 3 – EXECUTION

3.1 SUBSTITUTION PROCEDURES

A. Instructions to Bidders specify time restrictions for submitting requests for substitutions during the bidding period. Comply with requirements specified in this section.
B. Architect will consider requests for substitutions only within 20 days after date of Letter of Intent.
C. Substitutions may be considered at a later date only when a product becomes unavailable through no fault of the Contractor.
D. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents.
E. For products specified only by reference or performance standards, select any product which meets or exceeds standards, by any manufacturers, subject to the Architect's approval.
F. For products specified by naming several products or manufacturers, select any product and manufacturer named which conforms to the intent of the documents.
G. Substitutions, Bidder/Contractor Options
    1. Prior to Bid Opening: The Architect will consider written requests to amend the bidding documents to add products not specified provided such requests are received at least 10 calendar days prior to bid opening date. Requests received after that time will not be considered. When a request is approved, the Architect will issue an appropriate addendum not less than three calendar days prior to the bid opening.
    2. With Bid: A bidder may propose substitutions with his bid by completing the Substitution Sheet with the Bid Form, subject to the provisions stated thereon. Architect will review Substitution Sheet of low bidder and recommend approval or rejection by Owner prior to award of Contract.
    3. After Award of Contract: No substitutions will be considered after Notice of Award except under one or more of the following conditions:
        a. Substitutions required for compliance with final interpretations of code requirements or insurance regulations.
        b. Unavailability of specified products, through no fault of Contractor or subcontractor.
        c. Subsequent information discloses inability of all specified products to perform properly or to fit in designated space.

d. Manufacturer/fabricator refusal to certify or guarantee performance of specified product as specified.
e. When a substitution would be substantially beneficial to the Owner.

H. A request for substitution constitutes a representation that the submitter:
1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
2. Will provide the same warranty for the substitution as for the specified product.
3. Will coordinate installation and make changes to other Work which may be required for the Work to be complete with no additional cost to Owner.
4. Waives claims for additional costs or time extension which may subsequently become apparent.
5. Will reimburse Owner and Architect for review or redesign services associated with re-approval by authorities.

I. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.

J. Substitution Submittal Procedure:
1. Submit three copies of request for substitution for consideration. Limit each request to one proposed substitution.
2. Submit shop drawings, product data, and certified test results attesting to the proposed product equivalence. Burden of proof is on proposer.
3. The Architect will notify Contractor in writing of decision to accept or reject request.
4. Complete data substantiating compliance of proposed substitution with Contract Documents.
5. For products:
a. Product identification, including manufacturer's name and address.
b. Manufacturer's literature:
1) Product description.
2) Performance and test data.
3) Reference standards.
c. Samples.
d. Name and address of similar projects on which product was used and date of installation.
6. For construction methods:
a. Detailed description of proposed method.
b. Drawings illustrating methods.
7. Itemized comparison of proposed substitutions with product or method specified.
8. Data relating to changes in construction schedules.
9. Identify:
a. Other contract affected.
b. Changes or coordination required.
10. Accurate cost data on proposed substitution in comparison with product or method specified.

K. Provide cost data that is complete and includes all related costs under Bidder/Contractor contract, but excludes:
1. Costs under separate contracts.
2. Architect's redesign.
3. Administrative costs of Architect.

3.2 OWNER-SUPPLIED PRODUCTS

A. See Section 011000 - Summary for identification of Owner-supplied products.

B. Owner's Responsibilities:
1. Arrange for and deliver Owner reviewed shop drawings, product data, and samples, to Contractor.
2. Arrange and pay for product delivery to site.
3. On delivery, inspect products jointly with Contractor.
4. Submit claims for transportation damage and replace damaged, defective, or deficient items.
5. Arrange for manufacturer's warranties, inspections, and service.

C. Contractor's Responsibilities:
   1. Review Owner reviewed shop drawings, product data, and samples.
   2. Receive and unload products at site; inspect for completeness or damage jointly with Owner.
   3. Handle, store, install and finish products.
   4. Repair or replace items damaged after receipt.

3.3 TRANSPORTATION AND HANDLING

A. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
B. Transport and handle products in accordance with manufacturer's instructions.
C. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.
D. Arrange for transportation and deliveries of materials and equipment in accordance with approved current construction schedules and in ample time to facilitate inspection prior to installation.
E. Coordinate deliveries to avoid conflict with work and condition at site.
F. Deliver products in undamaged condition in original containers or packaging, with identifying labels intact and legible. Clearly mark partial deliveries of component parts of assemblies or equipment to permit easy identification of parts and to facilitate assembly.
G. Lift packages, equipment, or components only at designated lift points.
H. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
I. Provide equipment and personnel, including those furnished by Owner, to handle products by methods to prevent soiling, disfigurement, or damage.
J. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

3.4 STORAGE AND PROTECTION

A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication.
B. Store and protect products in accordance with manufacturer's instructions.
C. Store with seals and labels intact and legible.
D. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product. Materials may be new or used at Contractor's option, but shall be non-staining, non-hazardous, and of sufficient strength and durability for proposed use.
E. Submittals
   1. Request for allocation of storage space.
   2. List of materials and equipment to be stored.
   3. Proposed location for storage.
   4. Special storage requirements.
   5. Schedule of anticipated storage dates.
F. For exterior storage of fabricated products, place on sloped supports above ground.
G. Provide bonded off-site storage and protection when site does not permit on-site storage or protection. Off-site storage will be permitted only on Owner's prior written authorization in accordance with General Conditions.
H. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
I. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
J. Prevent contact with material that may cause corrosion, discoloration, or staining.
K. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
L. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

M. Locate storage areas where authorized by Architect, Contractor will resolve conflicts in storage requirements of all subcontractors. Do not inhibit use of:
   1. Fire exits.
   2. Fire lanes.
   3. Parking.
   4. Work of other contractors.
   5. Owner.

N. Provide separate storage for combustible and non-combustible products. Store combustible materials in accordance with Fire Protection Agency's regulations.

O. Remove all temporary storage, contents and utilities at completion of construction activities or when requested by the Architect.

END OF SECTION

SECTION 017300

EXECUTION REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Examination, preparation, and general installation procedures.
B. Pre-installation meetings.
C. Cutting and patching.
D. Surveying for laying out the work.
E. Cleaning and protection.
F. Starting of systems and equipment.
G. Demonstration and instruction of Owner personnel.
H. Closeout procedures, except payment procedures.

1.2 RELATED SECTIONS

A. Section 013300 - Administrative Requirements: Submittals procedures.
B. Section 014000 - Quality Requirements: Testing and inspection procedures.
C. Section 017700 - Closeout Submittals: Project record documents, operation and maintenance data, warranties and bonds.

1.3 SUBMITTALS

A. See Section 013300 - Administrative Requirements, for submittal procedures.
B. Survey work: Submit name, address, and telephone number of Surveyor before starting survey work.
    1. On request, submit documentation verifying accuracy of survey work.
    2. Submit a copy of site drawing signed by the Land Surveyor, that the elevations and locations of the work are in conformance with Contract Documents. Include the following data:
    3. Architect may at any time require written verifications of grades, lines and levels by a licensed surveyor as work progresses.
    4. All areas found to be non-conforming to the Contract Documents shall be corrected by the responsible Contractor.
    5. Submit surveys and survey logs for the project record.
C. Cutting and Patching: Submit written request in advance of cutting or alteration which affects:
    1. Structural integrity of any element of Project.
    2. Integrity of weather exposed or moisture resistant element.
    3. Efficiency, maintenance, or safety of any operational element.
    4. Visual qualities of sight exposed elements.
    5. Work of Owner or separate Contractor.
    6. Include in request:
        a. Identification of Project.
        b. Location and description of affected work.
        c. Necessity for cutting or alteration.
        d. Contractor and crafts to execute the work.
        e. Description of proposed work and products to be used.
        f. Extent of refinishing.
        g. Alternatives to cutting and patching.
        h. Effect on work of Owner or separate Contractor.
        i. Written permission of affected separate Contractor.
        j. Date and time work will be executed.
D. Designation of party responsible for cost of cutting and patching.
E. When conditions of work, or schedule, indicate change of materials or methods, submit recommendation to Architect, including:
    1. Condition indicating change.
    2. Recommendation for alternative materials or methods.
    3. Submittals specified for substitutions.

F. Submit written notice to Architect, designating time work will be uncovered, to provide for observation.
G. Payment for Costs:
   1. Costs caused by ill-timed or defective work, or work not conforming to Contract Documents, including costs for additional services of Architect - party responsible for ill timed, rejected, or non-conforming work.
   2. Work done by change order, other than defective or non-conforming work - Owner.

1.4 QUALIFICATIONS

A. For survey work, employ a land surveyor registered in the State in which the Project is located and acceptable to Architect. Submit evidence of Surveyor's Errors and Omissions insurance coverage in the form of an Insurance Certificate.
B. For field engineering, employ a professional engineer of the discipline required for specific service on Project, licensed in the State in which the Project is located.

1.5 PROJECT CONDITIONS

A. Grade site to drain. Maintain excavations free of water. Provide, operate, and maintain pumping equipment.
B. Protect site from puddling or running water. Provide water barriers as required to protect site from soil erosion.
C. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.
D. Dust Control: Execute work by methods to minimize raising dust from construction operations. Provide positive means to prevent air-borne dust from dispersing into atmosphere.
E. Erosion and Sediment Control: Plan and execute work by methods to control surface drainage from cuts and fills, from borrow and waste disposal areas. Prevent erosion and sedimentation.
   1. Minimize amount of bare soil exposed at one time.
   2. Provide temporary measures such as berms, dikes, and drains, to prevent water flow.
   3. Construct fill and waste areas by selective placement to avoid erosive surface silts or clays.
   4. Periodically inspect earthwork to detect evidence of erosion and sedimentation; promptly apply corrective measures.
F. Noise Control: Provide methods, means, and facilities to minimize noise produced by construction operations.
G. Pest Control: Provide methods, means, and facilities to prevent pests and insects from damaging the work.
H. Rodent Control: Provide methods, means, and facilities to prevent rodents from accessing or invading premises.
I. Pollution Control: Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations.

1.6 COORDINATION

A. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
B. Notify affected utility companies and comply with their requirements.
C. Verify that utility requirements and characteristics of new operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
D. Coordinate space requirements, supports, and installation of mechanical and electrical work which are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
E. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.

F. Coordinate completion and clean-up of work of separate sections.
G. After Owner occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

PART 2 – PRODUCTS

2.1 PATCHING MATERIALS

A. New Materials: As specified in product sections; match existing products and work for patching and extending work.
B. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.
C. Product Substitution: For any proposed change in materials, submit request for substitution described in Section 016000.

PART 3 – EXECUTION

3.1 EXAMINATION

A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.
B. Verify that demolition is complete in alterations areas and areas are ready for installation of new work.
C. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.
D. Examine and verify specific conditions described in individual specification sections.
E. Verify in field all measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or mis-fabrication.
F. Verify that utility services are available, of the correct characteristics, and in the correct locations.
G. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.

3.2 PREPARATION

A. Clean substrate surfaces prior to applying next material or substance.
B. Seal cracks or openings of substrate prior to applying next material or substance.
C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

3.3 PREINSTALLATION MEETINGS

A. When required in individual specification sections, convene a pre-installation meeting at the site prior to commencing work of the section.
B. Require attendance of parties directly affecting, or affected by, work of the specific section.
C. Notify Architect four days in advance of meeting date.
D. Prepare agenda and preside at meeting:
    1. Review conditions of examination, preparation, and installation procedures.
    2. Review coordination with related work.
E. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

3.4 LAYING OUT THE WORK

A. Verify locations of survey control points prior to starting work.
B. Promptly notify Architect of any discrepancies discovered.
C. Contractor shall locate and protect survey control and reference points.
D. Control datum for survey is that established by Owner provided survey.
E. Protect survey control points prior to starting site work; preserve permanent reference points during construction.
F. Promptly report to Architect the loss or destruction of any reference point or relocation required because of changes in grades or other reasons.
G. Replace dislocated survey control points based on original survey control. Make no changes without prior written notice to Architect.
H. Utilize recognized engineering survey practices.
I. Establish a minimum of two permanent benchmarks on site, referenced to established control points. Record locations, with horizontal and vertical data, on project record documents.
J. Establish elevations, lines, and levels. Locate and lay out by instrumentation and similar appropriate means:
    1. Site improvements including pavements; stakes for grading, fill and topsoil placement; utility locations, slopes, and invert elevations.
    2. Grid or axis for structures.
    3. Building foundation, column locations, and ground floor elevations.
K. Periodically verify layouts by same means.
L. Maintain a complete and accurate log of control and survey work as it progresses.
M. On completion of foundation walls and major site improvements, prepare a certified survey illustrating dimensions, locations, angles, and elevations of construction and site work.

3.5 GENERAL INSTALLATION REQUIREMENTS

A. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.
B. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.
C. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.
D. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.
E. Make neat transitions between different surfaces, maintaining texture and appearance.

3.6 CUTTING AND PATCHING

A. Execute cutting and patching including excavation and fill to complete the work, to uncover work in order to install improperly sequenced work, to remove and replace defective or non-conforming work, to remove samples of installed work for testing when requested, to provide openings in the work for penetration of mechanical and electrical work, to execute patching to complement adjacent work, and to fit products together to integrate with other work.
B. Execute work by methods to avoid damage to other work, and which will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.
C. Employ original installer to perform cutting for weather exposed and moisture resistant elements, and sight exposed surfaces.
D. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.
E. Restore work with new products in accordance with requirements of Contract Documents.
F. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
G. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material in accordance with Section 078413, to full thickness of the penetrated element.
H. Refinish surfaces to match adjacent finish. For continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.

I. Make neat transitions. Patch work to match adjacent work in texture and appearance. Where new work abuts or aligns with existing, perform a smooth and even transition.
J. In addition to contract requirements, upon written instructions of Architect.
   1. Uncover work to provide for observation of covered work.
   2. Remove samples of installed materials for testing.
K. Do not endanger work by cutting or altering work or any part of it.
L. Do not cut or alter work without written consent of Architect.
M. Patch or replace surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. Repair substrate prior to patching finish. Finish patches to produce uniform finish and texture over entire area. When finish cannot be matched, refinish entire surface to nearest intersections.

3.7 PROGRESS CLEANING

A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
C. Broom and vacuum clean interior areas prior to start of surface finishing and continue cleaning to eliminate dust.
D. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury.

3.8 PROTECTION OF INSTALLED WORK

A. Protect installed work from damage by construction operations.
B. Provide special protection where specified in individual specification sections.
C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
D. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
E. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
F. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
G. Prohibit traffic from landscaped areas.
H. Remove protective coverings when no longer needed; reuse or recycle plastic coverings if possible.

3.9 STARTING SYSTEMS

A. Coordinate schedule for start-up of various equipment and systems with Architect and Owner's Representative.
B. Notify Architect and owner two days prior to start-up of each item.
C. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions which may cause damage.
D. Verify tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.
E. Verify that wiring and support components for equipment are complete and tested.
F. Execute start-up under supervision of applicable Contractor personnel and manufacturer's representative in accordance with manufacturers' instructions.
G. When specified in individual specification Sections, require manufacturer and/or equipment supplier to provide authorized representative to be present at site to inspect, check, and approve equipment or system installation prior to start-up, and to supervise placing equipment or system in operation.
H. Submit a written report that equipment or system has been properly installed and is functioning correctly.

3.10 DEMONSTRATION AND INSTRUCTION

A. Demonstrate operation and maintenance of products to Owner's personnel two weeks prior to date of Substantial Completion.
B. Demonstrate start-up, operation, control, adjustment, troubleshooting, servicing, maintenance, and shutdown of each item of equipment at scheduled time, at equipment location.
C. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months.
D. Provide a qualified person who is knowledgeable about the Project to perform demonstration and instruction of owner personnel.
E. Utilize operation and maintenance manuals as basis for instruction. Review contents of manual with Owner's personnel in detail to explain all aspects of operation and maintenance.
F. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.
G. The amount of time required for instruction on each item of equipment and system is that specified in individual sections.
H. Air and Water Testing, Adjusting, and Balancing
    1. Testing, adjusting, and balancing will be part of the mechanical contract.
    2. The mechanical subcontractor will perform services specified in Division 15.
    3. Reports will be submitted by the Mechanical subcontractor to the Architect indicating observation and results of test and indicating compliance or non-compliance with the specified requirements and with the requirements of the Contract Documents.

3.11 ADJUSTING

A. Adjust operating products and equipment to ensure smooth and unhindered operation.

3.12 FINAL CLEANING

A. Execute final cleaning prior to final project assessment.
    1. Clean areas to be occupied by Owner prior to final completion before Owner occupancy.
B. Use cleaning materials that are non-hazardous.
C. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains, and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
D. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
E. Clean filters of operating equipment.
F. Clean debris from roofs, gutters, downspouts, and drainage systems.
G. Clean site; sweep paved areas, rake clean landscaped surfaces.
H. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.
I. Contractor to provide final cleaning at completion of work, or at such other times as directed by the Architect, remove all waste, debris, rubbish, tools, equipment, machinery, and surplus materials. Clean all sight exposed surfaces; leave work clean and ready for occupancy.
J. Safety Requirements
    1. Standards: Maintain project in accord with following safety and insurance standards:
        a. Federal and state regulations.
        b. National Fire Protection Association (NFPA).
    2. Hazards Control:
        a. Store volatile wastes in covered metal containers and remove from premises daily.
        b. Prevent accumulation of wastes which create hazardous conditions.
        c. Provide adequate ventilation during use of volatile or noxious substances.
    3. Conduct cleaning and disposal operations to comply with Federal and State anti-pollution laws.
        a. Do not burn or bury rubbish and waste materials on project site.
        b. Do not dispose of volatile wastes such as mineral spirits, oil, or paint thinner in storm or sanitary drains.

c. Do not dispose of wastes into streams or waterways.

K. Submittals
1. Manufacturer's recommendations for cleaning specified products.
2. Proposed cleaning products for products where manufacturer's recommendations are not specified.

L. Materials
1. Select and use all cleaning materials and equipment with care to avoid scratching, marring, defacing, staining, or discoloring surfaces cleaned.
2. Use only cleaning materials recommended by manufacturer of surface to be cleaned.
3. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

M. Final Cleaning
1. Employ experienced workers or professional cleaners for final cleaning.
2. Remove grease, dust, dirt, stains, labels, fingerprints, protection, and other foreign materials from sight-exposed finished surfaces.
   a. In preparation for substantial completion or occupancy, conduct final inspection of sight-exposed surfaces, and of concealed spaces to insure performance.
3. Repair, patch and touch up marred surfaces to specified finish, to match adjacent surfaces.
4. Soft broom clean all exposed concrete surfaces clean; other paved areas with soft or stiff broom as directed. Rake clean other surfaces on grounds.
5. Sweep and mop clean all resilient, quarry and ceramic flooring.
6. Vacuum all carpeting.
7. Remove ice and snow from access to buildings.
8. Replace air handling and conditioning filters if units were operated during construction.
9. Clean all ductwork used for temporary heating.
10. Clean windows and mirrors to be free from labels, dust, fingerprints and other foreign materials.
11. Maintain finally cleaned areas until project, or designated portion thereof, is accepted by Owner.

3.13 CLOSEOUT PROCEDURES

A. Make submittals that are required by governing or other authorities.
1. Provide copies to Architect and Owner.

B. Contractor to determine items to be listed for completion or correction in Contractor's Notice of Substantial Completion.

C. Notify Architect when work is considered ready for Substantial Completion.

D. Submit written certification that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Architect's review.

E. Substantial Completion Meeting will be scheduled by Architect. Architect will issue notice of meeting.
1. Agenda will consist of the inspection, discussion of the punch list, determination of final completion dates, and the date and time the Owner will take occupancy. Architect will also review the requirements for contractor closeout in accord with the contract documents.
2. Upon completion of this meeting, the Architect shall prepare the Certificate of Substantial Completion with the completed punch list and forward the package to the Contractor.

F. Owner will occupy all of the building as specified in Section 011000.

G. Contractor will correct items of work listed in punch list and comply with requirements for access to Owner-occupied areas.

H. Notify Architect when work is considered finally complete.

I. Accompany Architect on final inspection, if requested.

J. Complete items of work determined by Architect's final inspection.

END OF SECTION

SECTION 017700

CLOSEOUT SUBMITTALS

PART 1 - GENERAL

1.1 SECTION INCLUDES
A. Project Record Documents.
B. Operation and Maintenance Data.
C. Warranties and bonds.

1.2 RELATED SECTIONS
A. Conditions of the Contract: Performance bond and labor and material payment bonds, warranty, and correction of work.
B. Section 013300 - Administrative Requirements: Submittals procedures, shop drawings, product data, and samples.
C. Section 017300 - Execution Requirements: Contract closeout procedures.
D. Individual Product Sections: Specific requirements for operation and maintenance data.
E. Individual Product Sections: Warranties required for specific products or Work.

1.3 SUBMITTALS
A. Substantial Completion
    1. When Contractor considers work substantially complete, submit written declaration to Architect that work, or designated portion thereof, is substantially complete. Include list of items to be completed or corrected.
    2. Architect will make a preliminary inspection within seven business days after receipt of Contractor's declaration.
    3. Upon determining that work is substantially complete, Architect will:
        a. Prepare a punch list of items to be completed or corrected, as determined by the inspection.
        b. Prepare and process a certificate of substantial completion, containing:
            1) Date of substantial completion.
            2) Punch list of items to be completed or corrected.
            3) The time within which punch list items shall be completed or corrected.
            4) Date and time Owner will take occupancy of project or designated portion thereof.
            5) Responsibilities of Owner and Contractor for:
                a) Insurance
                b) Utilities.
                c) Operation and maintenance of mechanical, electrical and other systems.
                d) Maintenance and cleaning.
                e) Security
            6) Signatures of:
                a) Architect
                b) Contractor.
                c) Owner.
    4. Contractor:
        a. Complete all work listed for completion or correction within designated time.
        b. Perform final cleaning in accordance with 017300.
    5. At time of inspection, should substantial completion not be certified, complete the work and resubmit declaration in accord with Paragraph A.1 above.
B. Final Completion
    1. Contractor:
        a. Submit written declaration to Architect that:
            1) Work complies with all aspects of Contract Documents.
            2) All items on substantial completion punch list have been completed or corrected.
            3) All tools, construction equipment and surplus materials have been removed from site.
            4) Required surveys have been completed and verified.
    2. Architect will make final inspection with Contractor to ensure completion of all contract requirements.

3. When Architect considers that all work is finally complete in accordance with contract document requirements, he will prepare and process closeout documents.

C. Application for Final Payment
   1. Contractor submit duly executed:
      a. Final Affidavit and Sworn Statement.
      b. Contractor's Final Waiver of Lien.
      c. Separate releases of waivers of liens for all subcontractors, suppliers and others with lien rights against property of Owner, together with complete list of those parties.
      d. Final accounting statement, reflecting all adjustments to contract sum.
         1) Original contract sum.
         2) Additions and deductions resulting from:
            a) All change orders.
            b) Deductions for uncorrected work.
            c) Deductions for liquidated damages.
      e. Total contract sum, as adjusted.
      f. Previous payments.
      g. Sum remaining due.
   2. Architect will process final statement in accordance with Conditions of the Contract.

D. Project Record Documents: Submit documents to Architect with claim for final Application for Payment.
   1. Accompany submittal with transmittal letter, in duplicate, containing:
      a. Date.
      b. Project title and number.
      c. Contractor's name and address.
      d. Title and number of each record document.
   2. Certification that each document submitted is complete and accurate.
      a. Signature of contractor, or his authorized representative.
   3. Submit 1 copy of completed documents 15 days prior to final inspection. This copy will be reviewed and returned after final inspection, with Architect comments. Revise content of all document sets as required prior to final submission.
   4. Submit one hard copy set and two Thumb drives containing electronic copies (in PDF file format) of revised final documents in final form within 10 days after final inspection.

E. Operation and Maintenance Data:
   1. The contractor shall cause each mechanical and electrical subcontractor to provide the Contractor with three hard copies and one electronic copy of all operating manuals at the time of delivery of each major piece of equipment.
   2. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. Architect will review draft and return one copy with comments.
   3. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit completed documents within ten days after acceptance.
   4. Submit 1 copy of completed documents 15 days prior to final inspection. This copy will be reviewed and returned after final inspection, with Architect comments. Revise content of all document sets as required prior to final submission.
   5. Submit two hard copy sets and two thumb drives containing electronic copies (in PDF file format) of revised final documents in final form within 10 days after final inspection.

F. Warranties and Bonds:
   1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within ten days after acceptance.
   2. Make other submittals within ten days after Date of Substantial Completion, prior to final Application for Payment.
   3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within ten days after acceptance, listing the date of acceptance as the beginning of the warranty period.

4. Because the warranty period begins with the issuance of the final payment from The District to the general contractor, all warranties should include the verbiage "…for a period of (X) year(s) after the date The District issues the final payment to the General Contractor…"

PART 2 – PRODUCTS – NOT USED

PART 3 – EXECUTION

3.1 PROJECT RECORD DOCUMENTS

A. Contractor and all subcontractors shall maintain an accurate record of deviations and changes from the Contract Documents which occur in the work.
B. Indicate all such deviations and changes on a record set of the Contract Documents and turn same over to the Architect and Owner upon completion of the Work all such documents and information such as final shop drawings and sketches, marked prints and similar data indicating the as-built conditions.
C. Create an electronic copy of all approved Project Record Documents in PDF file format and deliver to Architect and Owner on Thumb drive.
D. Maintain on site one set of the following record documents; record actual revisions to the Work:
   1. Drawings.
   2. Project Manual.
   3. Interpretations and supplemental instructions.
   4. Specifications.
   5. Addenda.
   6. Change Orders and other modifications to the Contract.
   7. Reviewed shop drawings, product data, and samples.
   8. Manufacturer's instruction for assembly, installation, and adjusting.
   9. Other modifications to contract.
   10. Field test records.
   11. All schedules.
   12. Correspondence file.
E. Ensure entries are complete and accurate, enabling future reference by Owner.
F. Store record documents separate from documents used for construction.
G. Record information concurrent with construction progress.
H. File documents in format in accord with Project Manual Table of Contents.
I. Do not use record documents for field construction purposes.
J. Make documents available at all times for inspection by Architect and Owner.
K. Plans and sections of all concealed work, particularly concealed piping and conduit, and deviations from conditions shown on the contract drawings, shall be shown and dimensioned on the "as-built" drawings.
L. Contractor shall develop layout drawings for all concealed work that is schematically indicated on contract drawings.
M. Provide red colored pencils or felt marking pens for marking devices.
N. Do not permanently conceal any work until specified information has been recorded.
O. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
   1. Manufacturer's name and product model and number.
   2. Product substitutions or alternates utilized.
   3. Changes made by Change Order or Field Order.
   4. Other matters not originally specified.
P. Label each record document "PROJECT RECORD DOCUMENTS" in large print. Keep record documents current.
Q. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:

1. Measured depths of foundations in relation to finish first floor datum.
2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
4. Field changes of dimension and detail.
5. Changes made by change order.
6. Details not on original Contract drawings.

R. Shop Drawings: Maintain as record documents; legibly annotate drawings to record changes made after review.

S. Completed Work Survey: Requirements specified in Section 017300 - Execution Requirements.

3.2 OPERATION AND MAINTENANCE DATA

A. Compile product data and related information appropriate for Owner's maintenance and operation of products and equipment provided under the Contract.

B. For Each Product or System: List names, addresses and telephone numbers of Subcontractors and suppliers, including local source of supplies and replacement parts.

C. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.

D. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Coordinate drawings with information in Product Record Documents to assure correct illustration of completed installation. Do not use Project Record Documents as maintenance drawings.

E. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

F. Warranty, Bond, and Service Contract: Provide information sheet for Owner's personnel with proper procedures in event of failure and instances which might affect validity of warranties of bonds.

3.3 OPERATION AND MAINTENANCE DATA FOR MATERIALS AND FINISHES

A. Submit three hard copies and two Thumb drives with electronic copies (in PDF file format) of complete manual in final form.

B. For Each Product, Applied Material, and Finish:
   1. Product data, with catalog number, size, composition, and color and texture designations.
   2. Information for re-ordering custom manufactured products.

C. Instructions for Care and Maintenance: Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental cleaning agents and methods, and recommended schedule for cleaning and maintenance.

D. Moisture protection and weather-exposed products: Include product data listing applicable reference standards, chemical composition, and details of installation. Provide recommendations for inspections, maintenance, and repair.

E. Additional information as specified in individual product specification sections.

F. Provide a listing in Table of Contents for design data, with tabbed fly sheet and space for insertion of data.

3.4 OPERATION AND MAINTENANCE DATA FOR EQUIPMENT AND SYSTEMS

A. Submit three hard copies and two Thumb drives with electronic copies (in PDF file format) of complete manual in final form.

B. For Each Item of Equipment and Each System:
   1. Description of unit or system, and component parts.
   2. Identify function, normal operating characteristics, and limiting conditions.
   3. Include performance curves, with engineering data and tests.
   4. Complete nomenclature and model number of replaceable parts.

C. Panelboard Circuit Directories: Provide electrical service characteristics, controls, and communications; typed.

D. Include color coded wiring diagrams as installed.
E. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and any special operating instructions.
F. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and trouble shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
G. Provide servicing and lubrication schedule, and list of lubricants required.
H. Include manufacturer's printed operation and maintenance instructions.
I. Include sequence of operation by controls manufacturer.
J. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
K. Provide control diagrams by controls manufacturer as installed.
L. Provide Contractor's coordination drawings, with color coded piping diagrams as installed.
M. Provide charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.
N. Provide list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.
O. Include test and balancing reports.
P. Additional Requirements: As specified in individual product specification sections.

3.5 OPERATION AND MAINTENANCE MANUALS

A. Prepare instructions and data by personnel experienced in maintenance and operation of described products.
B. Prepare data in the form of an instructional manual.
C. Submit one copy of completed instruction manual 15 business days prior to final inspection or acceptance.
    1. Copy will be returned after final inspection or acceptance, with comments.
D. Binders: Commercial quality, 8-1/2 x 11 inch three D side ring binders with durable plastic covers; 2 inch maximum ring size. When multiple binders are used, correlate data into related consistent groupings.
E. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; identify title of Project; identify subject matter of contents.
F. Provide tabbed dividers for each separate product and system, with typed description of product and major component parts of equipment.
G. Text: Manufacturer's printed data, or typewritten data on 24 pound paper.
H. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.
I. Arrange content by systems under section numbers and sequence of Table of Contents of this Project Manual.
J. Contents: Prepare a Table of Contents for each volume, with each product or system description identified, in three parts as follows:
    1. Part 1: Directory, listing names, addresses, and telephone numbers of Architect, Contractor, Subcontractors, and major equipment suppliers.
    2. Part 2: Operation and maintenance instructions arranged by system and subdivided by specification section. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers. Identify the following:
        a. Significant design criteria.
        b. List of equipment.
        c. Parts list for each component.
        d. Operating instructions.
        e. Maintenance instructions for equipment and systems.
        f. Maintenance instructions for special finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.

3. Part 3: Project documents and certificates, including the following:
    a. Shop drawings and product data.
    b. Air and water balance reports.
    c. Certificates.
    d. Photocopies of warranties and bonds.

K. Provide a listing in Table of Contents for design data, with tabbed dividers and space for insertion of data.

L. Table of Contents: Provide title of Project; names, addresses, and telephone numbers of Architect, Consultants, and Contractor with name of responsible parties; schedule of products and systems, indexed to content of the volume.

3.6 WARRANTIES AND BONDS

A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within ten days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until the Date of Substantial completion is determined.

B. Verify that documents are in proper form, contain full information, and are notarized.

C. Co-execute submittals when required.

D. Retain warranties and bonds until time specified for submittal.

E. Manual: Bind in commercial quality 8-1/2 x 11 inch three D side ring binders with durable plastic covers and provide electronic copies of all warranties and bonds in PDF file format on two Thumb drives.

F. Binder Cover: Identify each binder with typed or printed title WARRANTIES AND BONDS, with title of Project; name, address and telephone number of Contractor and equipment supplier; and name of responsible company principal.

G. Table of Contents: Neatly typed, in the sequence of the Table of Contents of the Project Manual, with each item identified with the number and title of the specification section in which specified, and the name of product or work item.

H. Separate each warranty or bond with index tab sheets keyed to the Table of Contents listing. Provide full information, using separate typed sheets as necessary. List Subcontractor, supplier, and manufacturer, with name, address, and telephone number of responsible principal.

END OF SECTION

SECTION 035410

SELF-LEVELING UNDERLAYMENT

PART 1 – GENERAL

1.1 SECTION INCLUDES
A. Liquid applied cementitious self-leveling floor underlayment.

1.2 REFERENCES
A. Unless otherwise noted the most current issue of the reference shall be used.
B. ASTM E84 – Standard Test Method for Surface Burning Characteristics of Building Materials.

1.3 SUBMITTALS
A. See Section 013300 – Administrative Requirements, for submittal procedures.
B. Product Data: Provide physical characteristics, product limitations
C. Manufacturer's Instructions: Indicate mix instructions.

1.4 QUALITY ASSURANCE
A. Applicator Qualifications: Company specializing in performing the work of this section and approved by the manufacturer.

1.5 REGULATORY REQUIREMENTS
A. Conform to applicable code for combustibility or flame spread requirements.

1.6 ENVIRONMENTAL REQUIREMENTS
A. Do not install underlayment until floor penetrations and peripheral work are complete.
B. Maintain ambient temperatures of 50 degrees for 24 hours before, during and 72 hours after installation of underlayment.
C. During the curing process, ventilate spaces to remove excess moisture.

PART 2 – PRODUCTS

2.1 MANUFACTURERS
A. Cementitious Underlayment:
   1. Ardex Engineered Cements. Inc.: www.ardex.com.
   2. Dayton Superior Corporation: www.daytonsuperior.com
   3. Dependable Chemical Co., Inc.: www.floorprep.com.
   4. Substitutions: See Section 016000 - Product Requirements.

2.2 ACCESSORIES
A. Provide all primers, cleaners, bonding agents or any other accessory materials recommended by the manufacturer for the intended installation.

2.3 MIXING
A. Site mix materials in accordance with manufacturer's instructions.
B. Mix to achieve following characteristics:
   1. Density: 100 lb/cu ft minimum dry density.
   2. Compressive strength: 1,000 psi minimum.
   3. Surface burning characteristics: Flame spread/smoke developed index of 0/0 in accordance with ASTM E 84.
C. Mix to self-leveling consistency.

PART 3 – EXECUTION

3.1 EXAMINATION
A. Verify that substrate surfaces are clean, dry, unfrozen, do not contain petroleum bi-products or other compounds detrimental to underlayment material bond to substrate.

3.2 PREPARATION
A. Remove substrate surface irregularities. Fill voids and deck joints with latex based filler. Finish smooth.
B. Vacuum clean surfaces.
C. Prime substrate in accordance with manufacturer's instructions. Allow to dry.

3.3 APPLICATION
A. Install underlayment in accordance with manufacturer's instructions.
B. Install underlayment as required, or as directed by the Architect, to correct any imperfections or irregularities which have caused the floor to be out of level.

3.4 CURING
A. Air cure in accordance with manufacturer's instructions.

3.5 APPLICATION TOLERANCE
A. Top Surface: Level to 1/8 inch in 5 feet.

3.6 PROTECTION OF FINISHED WORK
A. Do not permit traffic over unprotected floor underlayment surfaces.

3.7 SCHEDULES
A. Level all floor surfaces which will receive new flooring materials.

END OF SECTION

SECTION 061053

WOOD BLOCKING AND CURBING

PART 1 – GENERAL

1.1 SECTION INCLUDES
A. Roof nailers and curbs.
B. Blocking in wall and roof openings.
C. Preservative treatment of wood.
D. Concealed wood blocking for support of toilet and bath accessories, wall cabinets, wood trim, and all wall mounted items.

1.2 RELATED SECTIONS
A. Section 092900: Gypsum Board Assemblies.

1.3 REFERENCES
A. Unless otherwise noted the most current issue of the reference shall be used.
B. AWPA C2 - Lumber, Timber, Bridge Ties and Mine Ties -- Preservative Treatment by Pressure Processes; American Wood-Preservers' Association.
C. AWPA C20 - Structural Lumber -- Fire Retardant Treatment by Pressure Processes; American Wood-Preservers' Association.
D. PS 1 - Construction and Industrial Plywood; National Institute of Standards and Technology (Department of Commerce).
E. PS 20 - American Softwood Lumber Standard; National Institute of Standards and Technology (Department of Commerce).
F. RIS (GR) - Standard Specifications for Grades of California Redwood Lumber; Redwood Inspection Service.
G. SPIB (GR) - Grading Rules; Southern Pine Inspection Bureau, Inc..
H. WCLB (GR) - Standard Grading Rules for West Coast Lumber No. 17; West Coast Lumber Inspection Bureau.
I. WWPA G-5 - Western Lumber Grading Rules; Western Wood Products Association.

1.4 SUBMITTALS
A. See Section 013300 - Administrative Requirements, for submittal procedures.
B. Product Data: Provide technical data on wood preservative materials.

1.5 QUALITY ASSURANCE
A. Lumber: Comply with PS 20 and approved grading rules and inspection agencies.
   1. Acceptable Lumber Inspection Agencies: RIS, SPIB, WCLB, and WWPA.
   2. Lumber of other species or grades, or graded by other agencies, is acceptable provided structural and appearance characteristics are equivalent to or better than products specified.
B. Plywood: Comply with PS 1.

PART 2 – PRODUCTS

2.1 DIMENSION LUMBER
A. Grading Agency: Western Wood Products Association (WWPA).
B. Sizes: Nominal sizes as indicated on drawings, S4S. Wood blocking for all wall mounted items shall be 2 x 6 inch nominal unless otherwise noted.
C. Moisture Content: S-dry or MC19.

2.2 ACCESSORIES
A. Fasteners and Anchors:
   1. Fasteners: Hot-dipped galvanized steel for high humidity and treated wood locations, unfinished steel elsewhere.
   2. Anchors: Expansion shield and lag bolt type for anchorage to solid masonry or concrete. Anchor bolt for anchorage into cavity walls.

PART 3 – EXECUTION

3.1 PREPARATION

A. Examine all surfaces to receive parts of the work specified herein. Application or installation of materials constitutes acceptance of the substrate.
B. Verify all dimensions of in-place and subsequent construction and that it accurately fit this part of the work to other construction.
C. Protect lumber and keep under cover both in transit and at job site. Protect from dampness.

3.2 FRAMING

A. Set members level and plumb, in correct position.
B. Place horizontal members with crown side up.
C. Curb roof openings except where prefabricated curbs are provided. Form corners by alternating lapping side members.
D. Coordinate curb installation with installation of decking and support of deck openings.
E. All wood blocking that is installed is to be temporarily protected form moisture utilizing 15 lb. roofing felt.
F. All wood blocking joints to be mitered @ 45 degrees, staggered, and screw fastened together.
G. Provide miscellaneous members as indicated or as required to support finishes, fixtures, specialty items, and trim.

3.3 SCHEDULES

A. Miscellaneous wood blocking interior: Provide wood blocking for support of toilet and bath accessories, wall cabinets, wood trim, mechanical and electrical equipment, and all other wall mounted items. Wood blocking for wall mounted items shall be S-P-F minimum of 2 x 6 inch nominal dimensional lumber. Fasten wood blocking with minimum 2 screws each side into framing. Where conflicts occur, the more stringent requirement shall prevail.

END OF SECTION

SECTION 062000

FINISH CARPENTRY

PART 1 – GENERAL

1.1 SECTION INCLUDES
A. Finish carpentry items.
B. Hardware and attachment accessories.

1.2 RELATED SECTIONS
A. Section 081416 - Flush Wood Doors.
B. Section 099100 - Paints and Coatings: Painting and finishing of finish carpentry items.

1.3 REFERENCES
A. Unless otherwise noted the most current issue of the reference shall be used.
B. ANSI A208.1 - American National Standard for Particleboard.
C. AWI (QSI) - Architectural Woodwork Quality Standards Illustrated; Architectural Woodwork Institute.
D. NEMA LD 3 - High-Pressure Decorative Laminates; National Electrical Manufacturers Association.
E. PS 1 - Construction and Industrial Plywood; National Institute of Standards and Technology (Department of Commerce).

1.4 SUBMITTALS
A. See Section 013300 - Administrative Requirements for submittal procedures.
B. Shop Drawings: Indicate materials, component profiles, fastening methods, jointing details, accessories, to a minimum scale of 1-1/2 inch to 1 ft.

1.5 QUALITY ASSURANCE
A. Perform work in accordance with AWI Architectural Woodwork Quality Standards Illustrated, Custom grade.
B. Fabricator Qualifications: Company specializing in fabricating the products specified in this section with minimum three years of documented experience.

1.6 REGULATORY REQUIREMENTS
A. Comply with applicable code for fire retardant requirements.

1.7 DELIVERY, STORAGE, AND PROTECTION
A. Protect work from moisture damage.

1.8 PROJECT CONDITIONS
A. Sequence installation to ensure utility connections are achieved in an orderly and expeditious manner.
B. Coordinate the work with plumbing rough-in, electrical rough-in, and installation of associated and adjacent components.

PART 2 - PRODUCTS

2.1 LUMBER MATERIALS
A. Softwood Lumber: Species and grain of new materials to match those that are existing, maximum moisture content of 6 percent; with vertical grain, of quality suitable for transparent finish.

2.2 SHEET MATERIALS
A. Softwood Plywood: PS 1 Grade A-B; Veneer core; if required- face species and cut to match those that are existing.

B. Particleboard: ANSI A208.1; composed of wood chips, sawdust, or flakes of medium density, made with waterproof resin binders; of grade to suit application; sanded faces.

2.3 PLASTIC LAMINATE MATERIALS

A. Plastic Laminate: NEMA LD 3, HGS; color as selected by Architect; material to match existing as close as possible.

2.4 ADHESIVE

A. Adhesive: Type recommended by laminate manufacturer to suit application.

2.5 FASTENERS

A. Fasteners: Of size and type to suit application; finish with wood filler in concealed and exposed locations.

2.6 ACCESSORIES

A. Wood Filler: Solvent based, tinted to match surface finish color.

2.7 FABRICATION

A. Shop assemble work for delivery to site, permitting passage through building openings.
B. Cap exposed plastic laminate finish edges with material of same finish and pattern.
C. When necessary to cut and fit on site, provide materials with ample allowance for cutting. Provide trim for scribing and site cutting.
D. Apply plastic laminate finish in full uninterrupted sheets consistent with manufactured sizes. Fit corners and joints hairline; secure with concealed fasteners. Slightly bevel edges. Locate counter butt joints minimum 2 feet from sink cut-outs.

2.8 SHOP FINISHING

A. Sand work smooth and set exposed nails and screws.
B. Apply wood filler in exposed nail and screw indentations.
C. On items to receive transparent finishes, use wood filler which matches surrounding surfaces and of types recommended for applied finishes.

PART 3 – EXECUTION

3.1 EXAMINATION

A. Verify adequacy of backing and support framing.
B. Verify mechanical, electrical, and building items affecting work of this section are placed and ready to receive this work.

3.2 INSTALLATION

A. Set and secure materials and components in place, plumb and level.
B. Carefully scribe work abutting other components, with maximum gaps of 1/32 inch. Do not use additional overlay trim to conceal larger gaps.

3.3 PREPARATION FOR SITE FINISHING

A. Set exposed fasteners. Apply wood filler in exposed fastener indentations. Sand work smooth.
B. Site Finishing: Refer to Section 099100.

3.4 ERECTION TOLERANCES

A. Maximum Variation from True Position: 1/16 inch.
B. Maximum Offset from True Alignment with Abutting Materials: 1/32 inch.

END OF SECTION

SECTION 072113

BOARD AND BATT INSULATION

PART 1 – GENERAL

1.1 SECTION INCLUDES
A. Batt insulation for sound attenuation in framed interior walls

1.2 RELATED SECTIONS
A. Section 092900 - Gypsum Board Assemblies: Acoustic insulation.

1.3 REFERENCES
A. ASTM C 665 - Standard Specification for Mineral-Fiber Blanket Thermal Insulation for Light Frame Construction and Manufactured Housing.
B. ASTM E 84 - Standard Test Method for Surface Burning Characteristics of Building Materials.
C. ASTM E 96 - Standard Test Methods for Water Vapor Transmission of Materials.

1.4 SUBMITTALS
A. See Section 013300 - Administrative Requirements, for submittal procedures.
B. Product Data: Provide data on product characteristics, performance criteria, and product limitations, ASTM Test Compliance and data.
   1. Provide product data on all materials and accessories comprising a complete installation including but not limited to all adhesives, clips and other accessories.
C. Manufacturer's Installation Instructions: Include information on special environmental conditions required for installation and installation techniques.
D. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.

1.5 SEQUENCING
A. Sequence work to ensure fireproofing, firestop, vapor retarder, air barrier, and other related materials are in place before beginning work of this section.

PART 2 – PRODUCTS

2.1 BATT INSULATION MATERIALS
A. Batt Insulation: ASTM C 665; preformed glass fiber batt; friction fit, conforming to the following:
   1. Manufacturers:
      a. CertainTeed Corporation: www.certainteed.com.
      b. Johns Manville Corporation: www.jm.com.
      c. Owens Corning Corp: www.owenscorning.com.
   2. Substitutions: See Section 016000 - Product Requirements.

PART 3 – EXECUTION

3.1 EXAMINATION
A. Verify site conditions under provisions of Section 013300.
B. Verify that substrate, adjacent materials, and insulation materials are dry and that substrates are ready to receive insulation and adhesive.

3.2 BATT INSTALLATION
A. Install insulation in accordance with manufacturer's instructions.
B. Do not compress insulation.
C. Trim insulation neatly to fit spaces. Insulate miscellaneous gaps and voids.

3.3 PROTECTION OF FINISHED WORK

A. Do not permit installed insulation to be damaged prior to its concealment.

END OF SECTION

SECTION 079200

JOINT SEALANTS

PART 1 – GENERAL

1.1 SECTION INCLUDES
A. Sealants and joint backing.

1.2 RELATED SECTIONS
A. Section 088000 – Glazing: Glazing sealants and accessories.
B. Section 092900 – Gypsum Board Assemblies: Acoustic Sealant.

1.3 REFERENCES
A. ASTM C 834 - Standard Specification for Latex Sealants.
B. ASTM C 919 - Standard Practice for Use of Sealants in Acoustical Applications.
C. ASTM C 920 - Standard Specification for Elastomeric Joint Sealants.
D. ASTM C 1193 - Standard Guide for Use of Joint Sealants.
E. ASTM D 1667 - Standard Specification for Flexible Cellular Materials--Vinyl Chloride Polymers and Copolymers (Closed-Cell Foam).

1.4 SUBMITTALS
A. See Section 013300 - Administrative Requirements, for submittal procedures.
B. Product Data: Provide data indicating sealant chemical characteristics, performance criteria, substrate preparation, limitations, and color availability.

1.5 QUALITY ASSURANCE
A. Applicator Qualifications: Company specializing in performing the work of this section with minimum 3 years experience and approved by manufacturer.

1.6 ENVIRONMENTAL REQUIREMENTS
A. Maintain temperature and humidity recommended by the sealant manufacturer during and after installation.

1.7 WARRANTY
A. See section 017700 – Closeout Submittals, for additional warranty requirements.
B. Correct defective work within a five year period after the Date of Substantial Completion.
C. Warranty: Include coverage for installed sealants and accessories which fail to achieve airtight seal, exhibit loss of adhesion or cohesion, or do not cure.

PART 2 – PRODUCTS

2.1 MANUFACTUERS
A. Silicone Sealants:
   1. Bostik Findley; www.bostikfindley-us.com.
   2. GE Plastics: www.geplastics.com.
   3. Pecora Corporation: www.pecora.com.
   4. Sonneborn, ChemRex, Inc; www.chemrex.com.
   5. Dow Corning: www.dowcorning.com
   6. Tremco, Inc: www.tremcosealants.com.
   7. Substitutions: See Section 016000 - Product Requirements.
B. Polyurethane Sealants:
   1. Bostik Findley; www.bostikfindley-us.com.
   2. Pecora Corporation: www.pecora.com.
   3. Sonneborn, ChemRex, Inc; www.chemrex.com.
   4. Tremco, Inc: www.tremcosealants.com.
   5. Substitutions: See Section 016000 - Product Requirements.

C. Butyl Sealants:
   1. Bostik Findley; www.bostikfindley-us.com.
   2. Pecora Corporation: www.pecora.com.
   3. TEC Specialty Products Inc.
   4. Tremco, Inc: www.tremcosealants.com.
   5. Substitutions: See Section 016000 - Product Requirements.
D. Preformed Compressible Foam Sealers:
   1. Emseal Joint Systems, Ltd: www.emseal.com.
   2. Sandell Manufacturing Company, Inc: www.sandellmfg.com.
   3. Polytite Manufacturing Corporation: www.polytite.com.
   4. Substitutions: See Section 016000 - Product Requirements.

2.2 SEALANTS

A. Type S1 - General Purpose Interior Sealant: Acrylic emulsion latex; ASTM C 834, Type OP, Grade NF single component, paintable.
   1. Color: As selected by Architect from Manufacturer's full line of colors.
   2. Applications:
      a. Interior wall and ceiling control joints.
      b. Joints between door and window frames and wall surfaces.
      c. Other interior joints for which no other sealant is indicated.
B. Type S2 – Butt Glazed Windows: neutral curing silicone sealant with high movement capability and excellent adhesion, single component, clear.
   1. Provide product recommended by glazing manufacturer.
   2. Applications:
      a. Butt joints in glazing

2.3 ACCESSORIES

A. Primer: Non-staining type, recommended by sealant manufacturer to suit application.
B. Joint Cleaner: Non-corrosive and non-staining type, recommended by sealant manufacturer; compatible with joint forming materials.
C. Joint Backing: Round foam rod compatible with sealant; ASTM D 1667, closed cell PVC; oversized 30 to 50 percent larger than joint width.
D. Bond Breaker: Pressure sensitive tape recommended by sealant manufacturer to suit application.

PART 3 – EXECUTION

3.1 EXAMINATION

A. Verify that substrate surfaces are ready to receive work.
B. Verify that joint backing and release tapes are compatible with sealant.

3.2 PREPARATION

A. Remove loose materials and foreign matter which might impair adhesion of sealant.
B. Clean and prime joints in accordance with manufacturer's instructions.
C. Perform preparation in accordance with manufacturer's instructions and ASTM C 1193.
D. Protect elements surrounding the work of this section from damage or disfigurement.

3.3 INSTALLATION

A. Perform work in accordance with sealant manufacturer's requirements for preparation of surfaces and material installation instructions.
B. Perform installation in accordance with ASTM C 1193.
C. Perform acoustical sealant application work in accordance with ASTM C 919.

D. Measure joint dimensions and size joint backers to achieve width-to-depth ratio, neck dimension, and surface bond area as recommended by manufacturer, except where specific dimensions are indicated.
E. Install bond breaker where joint backing is not used.
F. Install sealant free of air pockets, foreign embedded matter, ridges, and sags.
G. Apply sealant within recommended application temperature ranges. Consult manufacturer when sealant cannot be applied within these temperature ranges.
H. Tool joints concave.

3.4 CLEANING

A. Clean adjacent soiled surfaces.

3.5 PROTECTION OF FINISHED WORK

A. Protect sealants until cured.

END OF SECTION

SECTION 081113

STEEL DOORS AND FRAMES

PART 1 – GENERAL

1.1 SECTION INCLUDES
A. Non-fire-rated steel doors and frames.
B. Steel frames for wood doors.
C. Fire-rated steel doors and frames.
D. Thermally insulated steel doors.
E. Steel glazing frames.

1.2 RELATED SECTIONS
A. Section 081416 - Flush Wood Doors.
B. Section 087100 - Door Hardware.
C. Section 088000 - Glazing: Glass for doors and borrowed lites.
D. Section 099100 - Paints and Coatings: Field painting.

1.3 REFERENCES
A. ANSI/ICC A117.1 - American National Standard for Accessible and Usable Buildings and Facilities; International Code Council; 1998.
B. ANSI A250.8 - SDI-100 Recommended Specifications for Standard Steel Doors and Frames; 1998.
C. ANSI A250.10 - Test Procedure and Acceptance Criteria for Prime Painted Steel Surfaces for Steel Doors and Frames; 1998.
D. ASTM A 653/A 653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2002a.
E. ASTM C 1363 - Standard Test Method for Thermal Performance of Building Assemblies by Means of a Hot Box Apparatus; 1997.
F. NAAMM HMMA 840 - Installation and Storage of Hollow Metal Doors and Frames; The National Association of Architectural Metal Manufacturers; 1999.
G. NAAMM HMMA 860 - Guide Specifications for Hollow Metal Doors and Frames; The National Association of Architectural Metal Manufacturers; 1992.
H. NAAMM HMMA 861 - Guide Specifications for Commercial Hollow Metal Doors and Frames; The National Association of Architectural Metal Manufacturers; 2000.
I. NFPA 80 - Standard for Fire Doors and Fire Windows; National Fire Protection Association; 1999.
J. NFPA 252 - Standard Methods of Fire Tests of Door Assemblies; National Fire Protection Association; 1999.
K. UL (BMD) - Building Materials Directory; Underwriters Laboratories Inc.; current edition.

1.4 SUBMITTALS
A. See Section 013300 - Administrative Requirements for submittal procedures.
B. Product Data: Materials and details of design and construction, hardware locations, reinforcement type and locations, anchorage and fastening methods, and finishes; and one copy of referenced grade standard.
C. Shop Drawings: Details of each opening, showing elevations, glazing, frame profiles, and identifying location of different finishes, if any.
D. Manufacturer's Certificate: Certification that products meet or exceed specified requirements.

1.5 QUALITY ASSURANCE
A. Manufacturer: Company specializing in manufacturing the products specified in this section with minimum Five years documented experience.
B. Maintain at the project site a copy of all reference standards dealing with installation.

1.6 DELIVERY, STORAGE, AND PROTECTION
A. Store in accordance with NAAMM HMMA 840.
B. Protect with resilient packaging; avoid humidity build-up under coverings; prevent corrosion.

PART 2 – PRODUCTS

2.1 MANUFACTUERS

A. Steel Doors and Frames:
   1. Ceco Door Products; www.cecodoor.com.
   2. Curries; www.curries.com.
   3. Kewanee Corp., Kewanee, IL.
   4. LaForce Inc.; www.laforceinc.com.
   5. Republic Builders Products; www.republicdoor.com.
   6. Steelcraft Manufacturing Co; www.steelcraft.com.
   7. Trussbilt; www.trussbilt.com.
   8. Substitutions: See Section 016000 - Product Requirements.

2.2 DOORS AND FRAMES

A. Requirements for All Doors and Frames:
   1. Door Top Closures: Flush with top of faces and edges.
   2. Door Edge Profile: Beveled on both edges.
   3. Door Texture: Smooth faces.
   4. Glazed Lights: Non-removable stops on non-secure side; sizes and configurations as indicated on drawings.
   5. Hardware Preparation: In accordance with DHI A115 Series, with reinforcement welded in place, in addition to other requirements specified in door grade standard.
   6. Galvanizing for Units in Wet Areas: All components hot-dipped zinc-iron alloy-coated (galvannealed), Manufacturer’s standard coating thickness.
   7. Finish: Factory primed, for field finishing.

B. Combined Requirements: If a particular door and frame unit is indicated to comply with more than one type of requirement, comply with all the specified requirements for each type; for instance, an exterior door that is also indicated as being sound-rated must comply with the requirements specified for exterior doors and for sound-rated doors; where two requirements conflict, comply with the most stringent.

2.3 STEEL FRAMES

A. General: Provide fully welded frames.
   1. Comply with the requirements of grade specified for corresponding door, except:
      a. Provide 16 gage frames, except provide #14 gauge galvanized for exterior doors.
   2. Hardware Reinforcing:
      a. Butts and Pivots: 1/4-inch thick.
      b. Locks: # 12 gauge.
      c. Surface Applied Hardware: #12 gauge.
      d. Dust Covers: #20 gauge.
   3. Frame Anchors: #14 gauge, corrugated "T" anchors.
      a. Frames for Wood Doors: Comply with frame requirements specified in ANSI A250.8 for Level 1, 16 gauge
   4. Minimum Reinforcing Size:
      a. Butts and Pivots: Full width of frame by 10-inches long.
      b. Closers: Full width of frame by 18-inches long.
      c. Locks: As required by template.
      d. Other Surface Applied Hardware: As required by template.
   5. Finish: Factory primed, for field finishing.
      a. Frame installer shall coat the interior portion of all exterior frames with a bituminous coating after factory priming and prior to installation (both jambs).
   6. Frames Wider than 48 Inches: Reinforce with steel channel fitted tightly into frame head, flush with top.
   7. Interior Door Frames, Non-Fire-Rated: Fully welded type.

B. Frames for Interior Glazing or Borrowed Lights: Construction and face dimensions to match door frames, and as indicated on drawings.

2.4 ACCESSORY MATERIALS

A. Glazing: As specified in Section 088000.
B. Removable Stops: Formed sheet steel, shape as indicated on drawings, mitered or butted corners; prepared for countersink style tamper proof screws.
C. Silencers: Resilient rubber, fitted into drilled hole; 3 on strike side of single door, 3 on center mullion of pairs, and 2 on head of pairs without center mullions.
D. Temporary Frame Spreaders: Provide for all factory- or shop-assembled frames.

2.5 FINISH MATERIALS

A. Primer: Rust-inhibiting, complying with ANSI A250.10, door manufacturer's standard.

PART 3 – EXECUTION

3.1 EXAMINATION

A. Verify existing conditions before starting work.
B. Verify that opening sizes and tolerances are acceptable.

3.2 PREPARATION

A. Frame installing contractor shall coat inside of frames to be installed in masonry or to be grouted, with bituminous coating prior to installation as noted. Apply wet to 18.0 mils (450 microns) in one or two coats. Total dry film thickness of not less than 12 mils (300 microns) or in excess of 30 mils.

3.3 INSTALLATION

A. Install in accordance with the requirements of the specified door grade standard and NAAMM HMMA 840.
B. In addition, install fire rated units in accordance with NFPA 80.
C. Coordinate frame anchor placement with wall construction.
D. Coordinate installation of hardware.
E. Coordinate installation of glazing.
F. Whenever possible, leave frame spreaders intact until frames are set perfectly square and plumb and all anchors are securely attached.
G. Grind, bondo, sand, prime and paint over anchor heads and any imperfections in frame.
H. Touch up damaged factory finishes.

3.4 ERECTION TOLERANCES

A. Clearances between Door and Frame: As specified in ANSI A250.8.
B. Maximum Diagonal Distortion: 1/16 in measured with straight edge, corner to corner.
C. Do not erect members which are observed to be warped, bowed, deformed, or otherwise damaged or defaced to such an extent as to impair strength or appearance. Remove and replace members which have been damaged in the process of erection.

3.5 ADJUSTING

A. Adjust for smooth and balanced door movement.

3.6 SCHEDULE

A. Refer to Door and Frame Schedule on the drawings.

END OF SECTION

SECTION 081416

FLUSH WOOD DOORS

PART 1 – GENERAL

1.1 SECTION INCLUDES
A. Flush wood doors; flush configuration; fire rated and non-rated.

1.2 RELATED SECTIONS
A. Section 062000 - Finish Carpentry.
B. Section 081113 - Steel Doors and Frames.
C. Section 087100 - Door Hardware.
D. Section 088000 - Glazing.
E. Section 099100 - Paints and Coatings: Site finishing of doors.

1.3 REFERENCES
A. AWI (QSI) - Architectural Woodwork Quality Standards Illustrated; Architectural Woodwork Institute; 1997, Seventh Edition, Version 1.0.
B. NFPA 80 - Standard for Fire Doors and Fire Windows; National Fire Protection Association; 1999.
C. UL (BMD) - Building Materials Directory; Underwriters Laboratories Inc.; current edition.
D. UL 10C - Standard for Positive Pressure Fire Tests of Door Assemblies; 1998.

1.4 SUBMITTALS
A. See Section 013300 - Administrative Requirements for submittal procedures.
B. Product Data: Indicate door core materials and construction; veneer species, type and characteristics.
C. Shop Drawings: Illustrate door opening criteria, elevations, sizes, types, swings, undercuts required, special beveling, special blocking for hardware, factory machining criteria, factory finishing criteria, identify cutouts for glazing.

1.5 QUALITY ASSURANCE – NOT USED

1.6 REGULATORY REQUIREMENTS
A. Installed Fire Rated Door and Transom Panel Assembly: Conform to NFPA 80 for fire rated class as indicated.

1.7 DELIVERY, STORAGE, AND PROTECTION
A. Package, deliver and store doors in accordance with specified quality standard.
B. Accept doors on site in manufacturer's packaging. Inspect for damage.
C. Protect doors with resilient packaging sealed with heat shrunk plastic. Do not store in damp or wet areas; or in areas where sunlight might bleach veneer. Seal top and bottom edges with tinted sealer if stored more than one week. Break seal on site to permit ventilation.

1.8 PROJECT CONDITIONS
A. Coordinate the work with door opening construction, door frame and door hardware installation.

1.9 WARRANTY
A. See Section 017700 - Closeout Submittals for additional warranty requirements.
B. Provide warranty for the following term:
C. Include coverage for delamination of veneer, warping beyond specified installation tolerances, defective materials, and telegraphing core construction.

PART 2 – PRODUCTS

2.1 MANUFACTURERS

A. Veneer Doors:
   1. Algoma Hardwoods, Algoma, WI.
   2. Eggers Industries, Two Rivers, WI.www.eggersindustries.com.
   3. Marshfield DoorSystems, Inc: www.marshfielddoors.com. (formerly Weyerhaeuser Door Division)
   4. Oshkosh Architectural Door Company, Oskosh, WI
   5. V.T. Industries, Holstein, IA
   6. Substitutions: See Section 016000 - Product Requirements.

2.2 DOORS AND PANELS

A. All Doors: See drawings for locations and additional requirements.
B. Interior Doors: 1-3/4 inches thick unless otherwise indicated; flush construction.
   1. Provide solid core doors at all locations unless otherwise noted.

2.3 DOOR AND PANEL CORES

A. Non-Rated Solid Core and 20 Minute Rated Doors: AWI Architectural Woodwork Quality Standards Illustrated, Section 1300, Type PC - Particleboard; Grade 1-LD-1.

2.4 DOOR FACINGS

A. Wood Veneer Facing for Transparent Finish: Species to match those existing in the field in veneer grade, cut, and color; unless otherwise indicated.
   1. Vertical Edges: Same species as face veneer.
B. Interior Doors - Veneer: species to match existing, veneer grade as specified by door quality standard, plain sliced, with slip matched grain, for transparent finish.
C. Facing Adhesive: Type I - waterproof.

2.5 ACCESSORIES

A. Glazing Stops: Wood, of same species as door facing, butted corners; prepared for countersink style tamper proof screws.

2.6 DOOR CONSTRUCTION

A. Fabricate doors in accordance with door quality standard specified.
B. Fabricate fire rated doors in accordance with UL requirements. Attach fire rating label to door.
C. Meeting Options for (Non-Rated) Double Doors: No Bevel
D. Provide solid blocks at lock edge for hardware reinforcement.
   1. Provide solid blocking for other through bolted hardware.
E. Vertical Exposed Edge of Stiles - Veneer Faces: Of same species as veneer facing.
F. Fit door edge trim to edge of stiles after applying veneer facing.
G. Bond edge banding to cores.
H. Provide edge clearances in accordance with AWI Quality Standards Illustrated Section 1700.

2.7 FACTORY FINISHING

A. Factory finish doors in accordance with AWI Quality Standards Illustrated, Section 1500 to the following finish designations:
   1. Transparent Finish: TR-6, transparent catalyzed polyurethane, Custom quality, Semi-Gloss sheen. Match existing doors in the field.

PART 3 – EXECUTION

3.1 EXAMINATION

A. Verify existing conditions before starting work.
B. Verify that opening sizes and tolerances are acceptable.
C. Do not install doors in frame openings that are not plumb or are out-of-tolerance for size or alignment.

3.2 INSTALLATION

A. Install doors in accordance with manufacturer's instructions and specified quality standard.
   1. Install fire-rated doors in accordance with NFPA 80, Warnock Hersey, and UL requirements.
B. Trim non-rated door width by cutting equally on both jamb edges.
C. Trim door height by cutting bottom edges to a maximum of 3/4 inch (19 mm).
D. Use machine tools to cut or drill for hardware.
E. Pilot drill screw and bolt holes.
F. Coordinate installation of doors with installation of frames and hardware.
G. Coordinate installation of glazing.

3.3 INSTALLATION TOLERANCES

A. Conform to specified quality standard for fit and clearance tolerances.
B. Conform to specified quality standard for maximum diagonal distortion.

3.4 ADJUSTING

A. Adjust doors for smooth and balanced door movement.
B. Adjust closers for full closure.

3.5 SCHEDULE - See Drawings

END OF SECTION

SECTION 087100

DOOR HARDWARE

PART 1 – GENERAL

1.1 SECTION INCLUDES
A. Hardware for all doors.

1.2 RELATED SECTIONS
A. Section 081113 - Steel Doors and Frames
B. Section 081900 - Flush Wood Doors.

1.3 ALLOWANCES
A. See Section 012100 - Allowances, for allowances affecting this section.

1.4 REFERENCES – NOT USED

1.5 SUBMITTALS
A. See Section 013300 - Administrative Requirements, for submittal procedures.
B. Shop Drawings:
   1. Indicate locations and mounting heights of each type of hardware, schedules, catalog cuts, electrical characteristics and connection requirements.
C. Samples:
   1. Submit 1 sample of each piece of hardware illustrating style, color, and finish.
   2. Samples will be returned to supplier.
D. Maintenance Data: Include data on operating hardware, lubrication requirements, and inspection procedures related to preventative maintenance.

1.6 QUALITY ASSURANCE
A. Hardware Supplier Qualifications: Company specializing in supplying commercial door hardware with five years of experience.

1.7 DELIVERY, STORAGE, AND PROTECTION
A. Package hardware items individually; label and identify each package with door opening code to match hardware schedule.

1.8 COORDINATION
A. Coordinate the work with other directly affected sections involving manufacture or fabrication of internal reinforcement for door hardware.
B. Furnish templates for door and frame preparation.
C. Coordinate Owner's keying requirements during the course of the Work.

1.9 WARRANTY
A. See Section 01780 - Closeout Submittals, for additional warranty requirements.

PART 2 – PRODUCTS

2.1 MANUFACTURERS
A. Refer to Section 011000 - Summary, for allowance amounts.
B. Provide hardware to match existing from same manufacturer as existing hardware.

2.2 GENERAL REQUIREMENTS FOR DOOR HARDWARE PRODUCTS
A. Provide products that comply with the following:
   1. Applicable provisions of Federal, State, and local codes.
B. Finishes: Identified in schedule at end of section.

PART 3 – EXECUTION

3.1 EXAMINATION

A. Verify that doors and frames are ready to receive work and dimensions are as indicated on shop drawings.

3.2 INSTALLATION

A. Install hardware in accordance with manufacturer's instructions and applicable codes.
B. Use templates provided by hardware item manufacturer.
C. Mounting heights for hardware from finished floor to center line of hardware item:
   1. Door Levers: 38 inches;
   2. Door Pulls / Push Plates: 44 inches;
   3. Single Push Bars: 42 inches;
   4. Exit Device Cross Bars: 42 inches;
   5. Cylinder Dead Locks: 48 inches;
   6. Flush Bolts: 72 inches top; 12 inches bottom;
   7. Upper Edge Top Hinge: 5 inches below frame head;
   8. Lower Edge Top Hinge: 10 inches above finished floor;
   9. Intermediate Hinge(s): Equally spaces between top and bottom hinges.

3.3 ADJUSTING

A. Adjust work under provisions of Section 017300.
B. Adjust hardware for smooth operation.

3.4 PROTECTION OF FINISHED WORK

A. Protect finished Work under provisions of Section 017300.
B. Do not permit adjacent work to damage hardware or finish.
C. The following schedule is a partial list to establish quantity and to generalize hardware installation requirements. A detailed schedule shall be developed by the supplier to assure proper operation and function of the scheduled intent.
D. Coordinate final selection of all hardware with Architect and Owner in field prior to submittal of shop drawings.
E. Provide manufacturer’s hardware templates to installing contractor with hardware delivery.
F. Coordinate delivery of all hardware with installing contractor.

3.5 HARDWARE SCHEDULE

A. Hardware Set #1:
   (3) Heavy Weight Hinges – 4 ½”
   (1) Office Function Lockset
   (1) lock cylinder
   (1) Kick Plate
   (1) Wall Stop

END OF SECTION

SECTION 088000

GLAZING

PART 1 – GENERAL

1.1 SECTION INCLUDES
A. Glass.
B. Glazing compounds and accessories.

1.2 RELATED SECTIONS
A. Section 079200 - Joint Sealers: Sealant and back-up material.
B. Section 081113 - Steel Doors and Frames

1.3 REFERENCES
A. ANSI Z97.1 - American National Standard for Safety Glazing Materials Used in Buildings, Safety Performance Specifications and Methods of Test; 1984 (R1994).
B. ASTM C 864 - Standard Specification for Dense Elastomeric Compression Seal Gaskets, Setting Blocks, and Spacers; 1999.
C. ASTM C 920 - Standard Specification for Elastomeric Joint Sealants; 2002.
D. ASTM C 1036 - Standard Specification for Flat Glass; 2001.
E. ASTM C 1048 - Standard Specification for Heat-Treated Flat Glass--Kind HS, Kind FT Coated and Uncoated Glass; 1997b.
F. ASTM C 1193 - Standard Guide for Use of Joint Sealants; 2000.
G. GANA (GM) - GANA Glazing Manual; Glass Association of North America; 1997.
H. GANA (SM) - FGMA Sealant Manual; Glass Association of North America; 1990.

1.4 SUBMITTALS
A. See Section 013300 - Administrative Requirements, for submittal procedures.
B. Product Data on Glass Types: Provide structural, physical and environmental characteristics, size limitations, and special handling or installation requirements.
C. Product Data on Glazing Compounds: Provide chemical, functional, and environmental characteristics, limitations, special application requirements. Identify available colors.
D. Samples: Submit two samples 12 x 12 inch in size of glass units.
E. Certificates: Certify that products meet or exceed specified requirements.
F. Manufacturer's Certificate: Certify that sealed insulated glass meets or exceeds specified requirements.

1.5 QUALITY ASSURANCE
A. Perform Work in accordance with GANA Glazing Manual and FGMA Sealant Manual for glazing installation methods. Maintain one copy on site.
B. Installer Qualifications: Company specializing in performing the work of this section with minimum five years documented experience.

1.6 PRE-INSTALLATION MEETING
A. Convene one week before starting work of this section.

1.7 ENVIRONMENTAL REQUIREMENTS
A. Do not install glazing when ambient temperature is less than 50 degrees F.
B. Maintain minimum ambient temperature before, during and 24 hours after installation of glazing compounds.

1.8 WARRANTY
A. See Section 017700 - Closeout Submittals, for additional warranty requirements.
B. Provide a five year warranty.

PART 2 – PRODUCTS

2.1 FLAT GLASS MATERIALS

A. Manufacturers:
   1. Guardian Industries Corporation: www.guardian.com.
   2. Pilkington Building Products North America: www.pilkington.com.
   3. Visteon Glass Systems: www.visteon.com
   4. Substitutions: Refer to Section 016000 - Product Requirements.
B. Vision Glass (Type I-1): Clear; fully tempered with horizontal tempering.
   1. Comply with ASTM C 1036, Type I, transparent flat, Class 1 clear, Quality Q3 (glazing select) and ASTM C 1048.
   2. Comply with ANSI Z97.1.

2.2 GLAZING COMPOUNDS

A. Manufacturers:
   1. Dow Corning Corp: www.dowcorning.com
   2. GE Plastics: www.geplastics.com
   3. Pecora Corporation: www.Pecora.com
   4. Substitutions: Refer to Section 016000 - Product Requirements.
B. Silicone Sealant: Single component; chemical curing; capable of water immersion without loss of properties; non-bleeding, non-staining; ASTM C 920, Type S, Grade NS, Class 25, Uses M, A, and G; cured Shore A hardness of 15 to 25; color as selected.

2.3 GLAZING ACCESSORIES

A. Setting Blocks: Neoprene, 80 to 90 Shore A durometer hardness, ASTM C 864 Option I. Length of 0.1 inch for each square foot of glazing or minimum 4 inch x width of glazing rabbet space minus 1/16 inch x height to suit glazing method and pane weight and area.
B. Spacer Shims: Neoprene, 50 to 60 Shore A durometer hardness, ASTM C 864 Option I. Minimum 6 inch long x one half the height of the glazing stop x thickness to suit application, self adhesive on one face.
C. Glazing Tape: Preformed butyl compound with integral resilient tube spacing device; 10 to 15 Shore A durometer hardness; coiled on release paper; 3/8 inch size; black color.

PART 3 – EXECUTION

3.1 EXAMINATION

A. Verify that openings for glazing are correctly sized and within tolerance.
B. Verify that surfaces of glazing channels or recesses are clean, free of obstructions that may impede moisture movement, weeps are clear, and ready to receive glazing.

3.2 PREPARATION

A. Clean contact surfaces with solvent and wipe dry.
B. Install sealants in accordance with ASTM C 1193 and FGMA Sealant Manual.

3.3 INSTALLATION - INTERIOR DRY METHOD (TAPE AND TAPE)

A. Cut glazing tape to length and set against permanent stops, projecting 1/16 inch (1.6 mm) above sight line.
B. Place setting blocks at 1/4 points with edge block no more than 6 inches from corners.
C. Rest glazing on setting blocks and push against tape for full contact at perimeter of pane or unit.
D. Place glazing tape on free perimeter of glazing in same manner described above.
E. Install removable stop without displacement of tape. Exert pressure on tape for full continuous contact.
F. Knife trim protruding tape.

3.4 CLEANING

A. Remove glazing materials from finish surfaces.
B. Remove labels after Work is complete.
C. Clean glass and adjacent surfaces.

3.5 PROTECTION OF FINISHED WORK

A. After installation, mark pane with an 'X' by using removable plastic tape or paste.

END OF SECTION

SECTION 092900

GYPSUM BOARD ASSEMBLIES

PART 1 – GENERAL

1.1 SECTION INCLUDES
A. Metal stud wall framing.
B. Metal channel ceiling framing.
C. Acoustic insulation.
D. Cementitious backer board for interior applications.
E. Gypsum wallboard.
F. Fiber Reinforced Gypsum Board.
G. Joint treatment and accessories.

1.2 RELATED SECTIONS
A. Section 061053 - Wood Blocking and Curbing: Wood blocking for support of wall-mounted equipment.

1.3 REFERENCES
A. Unless noted otherwise, the most current issue of the reference shall be used.
B. ASTM C 645 - Standard Specification for Nonstructural Steel Framing Members.
C. ASTM C 665 - Standard Specification for Mineral-Fiber Blanket Thermal Insulation for Light Frame Construction and Manufactured Housing.
D. ASTM C 754 - Standard Specification for Installation of Steel Framing Members to Receive Screw-Attached Gypsum Panel Products.
E. Application of Gypsum Panel Products or Metal Plaster Bases to Wood Studs or Steel Studs.
F. GA-600 - Fire Resistance Design Manual; Gypsum Association.

1.4 SUBMITTALS
A. See Section 013300 - Administrative Requirements, for submittal procedures.
B. Product Data: Provide data on metal framing, gypsum board, accessories, and joint finishing system.
C. Product Data: Provide manufacturer's data on partition head to structure connectors, showing compliance with requirements.

1.5 QUALITY ASSURANCE
A. Perform in accordance with ASTM C 840. Comply with requirements of GA-600 for fire-rated assemblies.
B. Applicator Qualifications: Company specializing in performing gypsum board application and finishing, with minimum five years of documented experience.

1.6 REGULATORY REQUIREMENTS
A. Conform to applicable code for fire rated assemblies as indicated on drawings.

PART 2 – PRODUCTS

2.1 METAL FRAMING MATERIALS
A. Metal Framing Manufacturers:
   1. Clark Dietrich Building Systems; www.clarkdietrich.com
   2. Marino-Ware; www.marinoware.com.
   3. Telling Industries; www.buildstrong.com
   4. Substitutions: See Section 016000 - Product Requirements.
B. Metal Framing Connectors and Accessories:
   1. Same manufacturer as framing.

C. Non-Load bearing Framing System Components: ASTM C 645; galvanized sheet steel, of size and properties necessary to comply with ASTM C 754 for the spacing indicated unless exceeded herein, with maximum deflection of wall framing of L/240 at 5 psf. All interior framing shall be a minimum of 20 gauge.
   1. Studs: C shaped with knurled faces.
   2. Runners: U shaped, sized to match studs.
   3. Ceiling Channels: C shaped.
   4. Furring: Hat-shaped sections, minimum depth of 7/8 inch.
D. Shaft Wall Studs and Accessories: ASTM C 645; galvanized sheet steel, of size and properties necessary to comply with ASTM C 754 and specified performance requirements.
E. Ceiling Hangers: Type and size as specified in ASTM C 754 for spacing required.
F. Partition Head to Structure Connections: Provide mechanical anchorage devices that accommodate deflection using slotted holes, screws and anti-friction bushings, preventing rotation of studs while maintaining structural performance of partition.
   1. Material: ASTM A 653/A 653M steel sheet, SS Grade 50, with G60/Z180 hot dipped galvanized coating.

2.2 GYPSUM BOARD MATERIALS

A. Manufacturers:
   1. Georgia Pacific Gypsum Corporation; www.gp.com.
   2. National Gypsum Company; www.nationalgypsum.com.
   3. USG Corporation; www.usg.com.
   4. Lafarge North America Inc.; www.lafargenorthamerica.com
   5. Substitutions: See Section 016000 - Product Requirements.
B. Gypsum Wallboard: ASTM C 36/C 36M and ASTM C 1396/C 1396M. Sizes to minimize joints in place; ends square cut.
   1. Thickness: 5/8 inch.
   2. Edges: Tapered.
C. Abuse Resistant Gypsum Board: Non-paper faced, gypsum-fiber reinforced panels, for partition walls engineered to provide increased resistance to abrasion, indentation, and penetration.
   1. Basis of design: USG Fiberock Brand - AR Interior Panels
   2. Thickness: 5/8 in.
   3. Width: 4 ft.
   4. Edges: Long edges tapered, ends cut square
   5. Meet or exceed ASTM C1278:
      a. Abrasion: Level 1
      b. Indentation: Level 1
      c. Soft Body Impact: Level 2
      d. Hard Body Impact: Level 1
   6. Properties:
      a. Flexural Strength: ASTM C473, >155 lbf
      b. Compressive Strength: >500 psi
      c. Nail-Pull Resistance: ASTM C473, >145 lbs
      d. Weight: C473, 3.1 psf
      e. Mold Resistance: ASTM D3273, 10 (No Growth)
      f. Surface Burning Characteristics: ASTM E84, 5/0 flame/smoke
   7. Accessories:
      a. Metal Corner Bead and Trim: USG Sheetrock and Beadex Brand as recommended by manufacturer
      b. Primer-Surfacer: USG Sheetrock Brand Tuffhide as recommended by Manufacturer.
      c. Control Joints: Provide at 28’-0” on center

2.3 ACCESSORIES

A. Acoustic Insulation: ASTM C 665; preformed glass fiber, friction fit type, unfaced. Thickness of 3-1/2 inches unless indicated otherwise.
B. Acoustic Sealant: Non-hardening, non-skinning, for use in conjunction with gypsum board.
C. Finishing Accessories: ASTM C 1047, galvanized steel or rolled zinc, unless otherwise indicated.
D. Joint Materials: ASTM C 475 and as recommended by gypsum board manufacturer for project conditions.
    1. Tape: 2 inch wide, creased paper tape for joints and corners, except as otherwise indicated.
E. Screws: ASTM C 1002; self-piercing tapping type; cadmium-plated for exterior locations.

PART 3 – EXECUTION

3.1 EXAMINATION

A. Verify that project conditions are appropriate for work of this section to commence.

3.2 FRAMING INSTALLATION

A. Metal Framing: Comply with ASTM C 754 and manufacturer's instructions.
B. Suspended Ceilings and Soffits: Space framing and furring members as indicated.
    1. Level ceiling system to a tolerance of 1/1200.
    2. Laterally brace entire suspension system.
C. Studs: Space studs as permitted by standard.
    1. Extend partition framing to structure where indicated and to ceiling in other locations.
    2. Partitions Terminating at Ceiling: Attach ceiling runner securely to ceiling track in accordance with manufacturer's instructions.
    3. Partitions Terminating at Structure: Attach top runner to structure, maintain clearance between top of studs and structure, and connect studs to track using specified mechanical devices in accordance with manufacturer's instructions; verify free movement of top of stud connections; do not leave studs unattached to track.
D. T intersections: Construct T intersections by using minimum of three studs with top, bottom and intermediate blocking or four full studs. Lock all walls together by fastening framing members together at 16 inches on center vertically. Walls secured through Gypsum materials only shall not be permitted.
E. Corners: Construct corners using minimum of three studs with top, bottom and intermediate blocking or four full studs. Lock all walls together by fastening framing members together at 16 inches on center vertically. Walls secured through Gypsum materials only shall not be permitted.
F. Openings: Install minimum double studs at wall openings, sides, top and bottom at door and window jambs and all other openings.
G. Standard Wall Furring: Install at concrete and masonry walls scheduled to receive gypsum board, not more than 4 inches from floor and ceiling lines and abutting walls. Secure in place on alternate channel flanges at maximum 24 inches on center.
    1. Orientation: Vertical.
    2. Spacing: As indicated.
H. Acoustic Furring: Install resilient channels at maximum 24 inches on center. Locate joints over framing members.
I. Furring for Fire Ratings: Install as required for fire resistance ratings indicated and to GA-600 requirements.
J. Blocking: Install blocking for support of plumbing fixtures, toilet partitions, wall cabinets, wood frame openings, toilet accessories, hardware, and other wall mounted items. Comply with Section 061053 for wood blocking.

3.3 ACOUSTIC ACCESSORIES INSTALLATION

A. Acoustic Insulation: Place tightly within spaces, around cut openings, behind and around electrical and mechanical items within partitions, and tight to items passing through partitions.
B. Acoustic Sealant: Install in accordance with manufacturer's instructions.

3.4 GYPSUM BOARD INSTALLATION

A. Comply with ASTM C 840. Install to minimize butt end joints, especially in highly visible locations.
B. Single Layer Non-Rated: Install gypsum board in most economical direction, with ends and edges occurring over firm bearing.
C. Single Layer Fire-Rated: Install gypsum board vertically, with ends and edges occurring over firm bearing.
D. Cementitious Backing Board: Install over studs in accordance with manufacturer's instructions.
E. Installation on Metal Framing: Use screws for attachment of all gypsum board.

3.5 INSTALLATION OF TRIM AND ACCESSORIES

A. Control Joints: Place control joints consistent with lines of building spaces and as indicated.
   1. Not more than 30 feet apart on walls and ceilings over 50 feet long.
B. Corner Beads: Install at external corners, using longest practical length.
C. Edge Trim: Install at locations where gypsum board abuts dissimilar materials and as indicated on drawings.

3.6 JOINT TREATMENT

A. Finish gypsum board in scheduled areas in accordance with levels defined in ASTM C 840 and as scheduled below.
B. Fill and finish joints and corners of cementitious backing board as recommended by manufacturer.

3.7 TOLERANCES

A. Maximum Variation of Finished Gypsum Board Surface from True Flatness: 1/8 inch in 10 feet in any direction.

3.8 FINISH LEVEL SCHEDULE

A. Level 1: Above finished ceilings concealed from view.
B. Level 2: Utility areas and areas behind cabinetry.
C. Level 3: Walls scheduled to receive textured wall finish.
D. Level 4: Walls and ceilings scheduled to receive flat or eggshell paint finish.
E. Level 5: Walls and ceilings scheduled to receive semi-gloss or gloss paint finish.

END OF SECTION

SECTION 095113

ACOUSTICAL PANEL CEILINGS

PART 1 – GENERAL

1.1 SECTION INCLUDES
A. Acoustical ceiling panels.
B. Suspension system.
C. Wire hangers, fasteners, main runners, cross tees, and wall angle moldings.

1.2 RELATED SECTIONS
A. Section 092900 – Gypsum Board Assemblies.

A

1.3 REFERENCES
A. Unless noted otherwise, the most current issue of the reference shall be used.
B. ASTM A 1008 Standard Specification for Steel, Sheet, Cold Rolled, Carbon, Structural, High-Strength Low-Alloy and High-Strength Low-Alloy with Improved Formability.
C. ASTM A 641 Standard Specification for Zinc-Coated (Galvanized) Carbon Steel Wire.
D. ASTM A 653 Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) by the Hot-Dip Process.
E. ASTM C 423 Sound Absorption and Sound Absorption Coefficients by the Reverberation Room Method.
F. ASTM C 635 - Standard Specification for the Manufacture, Performance, and Testing of Metal Suspension Systems for Acoustical Tile and Lay-in Panel Ceilings.
G. ASTM C 636 - Standard Practice for Installation of Metal Ceiling Suspension Systems for Acoustical Tile and Lay-in Panels.
H. ASTM E 84 Standard Test Method for Surface Burning Characteristics of Building Materials.
I. ASTM E 580 – Standard Practice for Application of Ceiling Suspension Systems for Acoustical Tile and Lay-in Panels in Areas Requiring Seismic Restraint.
J. ASTM E 1414 Standard Test Method for Airborne Sound Attenuation Between Rooms Sharing a Common Ceiling Plenum.
K. ASTM E 1111 Standard Test Method for Measuring the Interzone Attenuation of Ceilings Systems.
L. ASTM E 1264 - Standard Classification for Acoustical Ceiling Products.
M. ASTM E 1477 Standard Test Method for Luminous Reflectance Factor of Acoustical Materials by Use of Integrating-Sphere Reflectometers.
N. ASTM D 3273 Standard Test Method for Resistance to Growth of Mold on the Surface of Interior Coatings in an Environmental Chamber.
O. UL (FRD) - Fire Resistance Directory; Underwriters Laboratories Inc.

1.4 SUBMITTALS
A. See Section 013300 - Administrative Requirements, for submittal procedures.
B. Shop Drawings: Indicate grid layout and related dimensioning.
C. Product Data: Provide data on suspension system components.
D. Certifications: Manufacturer's certifications that products comply with specified requirements, including laboratory reports showing compliance with specified tests and standards. For acoustical performance, each carton of material must carry an approved independent laboratory classification of NRC, CAC, and AC.
E. Samples: Submit two samples of each panel type; 12 x 12 inch in size illustrating material and finish of acoustical units.
F. Samples: Submit two samples of each suspension system type; 12 inches long, of main runner, cross runner, and perimeter molding.
G. Manufacturer’s Installation Instructions: Indicate special procedures.

1.5 QUALITY ASSURANCE

A. Single-Source Responsibility: Provide acoustical panel units and grid components by a single manufacturer.
B. Fire-Resistive Assemblies: Complete assembly listed and classified by UL for the fire resistance indicated.
C. Fire Performance Characteristics: Identify acoustical ceiling components with appropriate markings of applicable testing and inspecting organization.
    1. Surface Burning Characteristics: As follows, tested per ASTM E 84 and complying with ASTM E 1264 for Class A products.
        a. Flame Spread: 25 or less
        b. Smoke Developed: 50 or less
D. Suspension System Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.
E. Acoustical Unit Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.

1.6 ENVIRONMENTAL REQUIREMENTS

A. Maintain uniform temperature of minimum 60 degrees F and maximum humidity of 40 percent prior to, during, and after acoustical unit installation.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Deliver acoustical ceiling units to project site in original, unopened packages and store them in a fully enclosed space where they will be protected against damage from moisture, direct sunlight, surface contamination, and other causes.
B. Before installing acoustical ceiling units, permit them to reach room temperature and a stabilized moisture content.
C. Handle acoustical ceiling units carefully to avoid chipping edges or damaged units in any way.

1.8 PROJECT CONDITIONS

A. All ceiling products and suspension systems must be installed and maintained in accordance with manufacturer’s written installation instructions for that product in effect at the time of installation and best industry practice.
B. Prior to installation, the ceiling product must be kept clean and dry, in an environment that is between 32°F and 120°F and not subject to Abnormal Conditions. Abnormal conditions include exposure to chemical fumes, vibrations, moisture from conditions such as building leaks or condensation, excessive humidity, or excessive dirt or dust buildup.
C. Sequence work to ensure acoustical ceilings are not installed until building is enclosed, sufficient heat is provided, dust generating activities have terminated, and overhead work is completed, tested, and approved.
D. Install acoustical units after interior wet work is dry.

1.9 WARRANTY

A. Acoustical Panel: Submit a written warranty executed by the manufacturer, agreeing to repair or replace acoustical panels that fail within the warranty period. Failures include, but are not limited to:
    1. Acoustical Panels: Sagging and warping as a result of defects in materials or factory workmanship.
    2. Grid System: Rusting and manufacturer's defects
    3. Acoustical Panels designated as inherently resistive to the growth of micro-organisms: Visible sag and will resist the growth of mold/mildew and gram positive and gram negative odor and stain causing bacteria.
B. The Warranty shall not deprive the Owner of other rights the Owner may have under other provisions of the Contract Documents and will be in addition to and run concurrent with other warranties made by the Contractor under the requirements of the Contract Documents.

SECTION 095113

ACOUSTICAL PANEL CEILINGS

1.10 EXTRA MATERIALS

A. See Section 016000 - Product Requirements, for additional provisions.
B. Provide 10 percent of total acoustical unit area of each type of acoustical unit for Owner's use in maintenance of project.

PART 2 – PRODUCTS

2.1 ACOUSTICAL UNITS

A. Manufacturers:
   1. Armstrong World Industries, Inc.: www.armstrong.com
   2. CertainTeed Ceilings: www.certainteed.com
   3. USG Interiors, Inc.: www.usg.com
   4. Substitutions: See Section 016000 - Product Requirements.
B. Acoustical Units - General: ASTM E 1264, Class A.
   1. Units for Installation in Fire-Rated Suspension System: Listed and classified for the fire-resistive assembly the suspension system is a part of.
C. Acoustical Panels – Type I: Painted mineral fiber, ASTM E 1264 Type III, with the following characteristics:
   1. Size: 24 x 24 inches.
   2. Thickness: 5/8 inches.
   3. Composition: Wet felted.
   4. Density: 1.05 lb/cu ft.
   5. Light Reflectance: 84 percent, determined as specified in ASTM E 1264.
   6. NRC Range: .55 to .65, determined as specified in ASTM E 1264.
   7. Edge: Square.
   8. Surface Color: White.
   9. Surface Pattern: Non-directional fine fissured- texture to match existing ceiling tiles in field as close as possible.
   10. Products:
      a. Armstrong: “Fine Fissured Medium Texture #1729”, 24” x 48” or Armstrong: “Fine Fissured Medium Texture #1728”, 24” x 24”. Obtain samples and provide one that closely matches existing to remain.
      b. CertainTeed: “Performa Fine Fissured #HHF-197”, 24”x48” or “Performa Fine Fissured #HHF-157”, 24”x24”. Obtain samples and provide one that closely matches existing to remain.
      c. USG Interiors: “Radar ClimaPlus #2410” (not available in 24”x24”). Obtain samples and provide one that closely matches existing to remain.
   11. Suspension System: Exposed grid.
      a. Suspension System: Exposed grid. Match profile and grid type as close as possible to grid existing to remain.

2.1 SUSPENSION SYSTEMS

A. Manufacturers:
   1. Armstrong World Industries, Inc.: www.armstrong.com
   2. USG Interiors, Inc.: www.usg.com
   3. Substitutions: See Section 016000 - Product Requirements.
B. Suspension Systems - General: ASTM C 635; die cut and interlocking components, with stabilizer bars, clips, splices, and perimeter moldings as required.
C. Exposed Steel Suspension System: Formed galvanized steel, commercial quality cold rolled; intermediate-duty.
   1. Profile: Tee, **15/16 inch wide face.**
   2. Finish: White painted.

2.2 ACCESSORIES

A. Support Channels and Hangers: Match material and finish of suspension system; size and type to suit application, seismic requirements, and ceiling system flatness requirement specified.
B. Perimeter Moldings: Same material and finish as suspension system.
   1. At Exposed Grid: Provide L-shaped molding for mounting at same elevation as face of grid.
C. Gasket for Perimeter Moldings: Closed cell rubber sponge tape.
D. Touch-up Paint: Type and color to match acoustical and grid units.

PART 3 – EXECUTION

3.1 EXAMINATION

A. Verify existing conditions before starting work.
B. Verify that layout of hangers will not interfere with other work.
C. Do not proceed with installation until all wet work such as concrete, terrazzo, plastering and painting has been completed and thoroughly dried out, unless expressly permitted by manufacturer's printed recommendations.

3.2 INSTALLATION - SUSPENSION SYSTEM

A. Install suspension system in accordance with ASTM C 636, ASTM E 580, and manufacturer's instructions and as supplemented in this section.
B. Rigidly secure system, including integral mechanical and electrical components, for maximum deflection of 1:360.
C. Lay out system to a balanced grid design with edge units no less than 50 percent of acoustical unit size.
D. Install after major above-ceiling work is complete. Coordinate the location of hangers with other work.
E. Hang suspension system independent of walls, columns, ducts, pipes and conduit. Where carrying members are spliced, avoid visible displacement of face plane of adjacent members.
F. Where ducts or other equipment prevent the regular spacing of hangers, reinforce the nearest affected hangers and related carrying channels to span the extra distance.
G. Do not support components on main runners or cross runners if weight causes total dead load to exceed deflection capability.
H. Support fixture loads using supplementary hangers located within 6 inches of each corner, or support components independently.
I. Do not eccentrically load system or induce rotation of runners.
J. Perimeter Molding: Install at intersection of ceiling and vertical surfaces and at junctions with other interruptions.
   1. Install with continuous gasket.
   2. Use longest practical lengths.
   3. Overlap and rivet corners.
K. Coordinate all existing pipe, conduit, and power pole penetrations through ceiling system. Provide trim plates at all penetrations to match finish of ceiling grid.

3.3 INSTALLATION - ACOUSTICAL UNITS

A. Install acoustical units in accordance with manufacturer's instructions.
B. Fit acoustical units in place, free from damaged edges or other defects detrimental to appearance and function.
C. Fit border trim neatly against abutting surfaces.
D. Install units after above-ceiling work is complete.
E. Install acoustical units level, in uniform plane, and free from twist, warp, and dents.
F. Cutting Acoustical Units:
   1. Make field cut edges of same profile and finish as factory edges.

G. Coordinate all existing pipe, conduit, and power pole penetrations through ceiling system. Provide trim plates at all penetrations to match finish of ceiling grid.

3.4 ERECTION TOLERANCES

A. Maximum Variation from Flat and Level Surface: 1/8 inch in 10 feet.
B. Maximum Variation from Plumb of Grid Members Caused by Eccentric Loads: 2 degrees.

3.5 ADJUSTING AND CLEANING

A. Replace damaged and broken panels.
B. Clean exposed surfaces of acoustical ceilings, including trim, edge moldings, and suspension members. Comply with manufacturer's instructions for cleaning and touch up of minor finish damage.
C. Remove and replace work that cannot be successfully cleaned and repaired to permanently eliminate evidence of damage.

END OF SECTION

SECTION 096516

RESILIENT FLOORING

PART 1 – GENERAL

1.1 SECTION INCLUDES
A. Resilient tile flooring.
B. Rubber wall base.
C. Installation accessories.
D. Subfloor preparation.

1.2 RELATED SECTIONS
A. Section 035410 - Self-Leveling Underlayment.

1.3 REFERENCES
A. Unless noted otherwise, the most current issue of the reference shall be used.
B. ASTM F 1066 - Standard Specification for Vinyl Composition Floor Tile.

1.4 SUBMITTALS
A. See Section 013300 - Administrative Requirements, for submittal procedures.
B. Product Data: Provide data on specified products, describing physical and performance characteristics; including sizes, patterns and colors available; and installation instructions.
C. Selection Samples: Submit manufacturer's complete set of color samples for Architect's initial selection.
D. Maintenance Data: Include maintenance procedures, recommended maintenance materials, and suggested schedule for cleaning, stripping, and re-waxing.

1.5 DELIVERY, STORAGE, AND PROTECTION
A. Deliver materials in labeled packages. Store and handle in strict compliance with manufacturer's recommendations. Protect from damage due to weather, excessive temperatures, and construction operations.
B. Deliver materials sufficiently in advance of installation to condition materials to room temperature prior to installation.
C. Protect roll materials from damage by storing on end.

1.6 QUALITY ASSURANCE
A. Manufacturer: Provide resilient flooring products manufactured by a firm with a minimum of 10 years' experience in the fabrication of resilient flooring of types equivalent to those specified. Manufacturers proposed for use, which are not named in this Section, shall submit evidence of ability to meet performance requirements specified not less than 10 days prior to bid date.
B. Color Matching: Provide resilient flooring products, including wall base and accessories, from one manufacturer to ensure color matching.
C. Manufacturer capable of providing field service representation.
D. Installer's Qualifications: Installer experienced (minimum of 2 years) to perform work of this section who has specialized in the installation of work similar to that required for this project and who is acceptable to the product manufacturer.
E. Materials: For each type of material required for the work of this Section, provide primary materials which are the products of one manufacturer. Provide secondary materials which are acceptable to the manufacturer of the primary materials. Comply with applicable regulations regarding VOC (volatile organic compound) content of adhesives.

1.7 ENVIRONMENTAL REQUIREMENTS
A. Maintain temperature in storage area between 55 degrees F and 90 degrees F.
B. Store materials for not less than 48 hours prior to installation in area of installation at a temperature of 70 degrees F to achieve temperature stability. Maintain a temperature of 68 degrees F plus or minus 5 degrees F in spaces to receive resilient flooring. Specified temperature shall be maintained at least 48 hours before, during, and 48 hours after installation.

1.8 WARRANTY

A. Provide manufacturer's standard one-year warranty against defects in manufacturing and workmanship of resilient flooring products. Provide manufacturer's standard limited wear warranty/conductivity warranty as specified under each product as applicable.

1.9 EXTRA MATERIALS

A. See Section 016000 - Product Requirements, for additional provisions.
B. Provide one (1) box of tile, 50 lineal feet of base and 5% of installed stair materials of each type and color specified.
    1. Deliver to Village of Lemont.

PART 2 – PRODUCTS

2.1 MATERIALS – BASE - RUBBER

A. Specified Manufacturer:
    1. Johnsonite, Inc: www.johnsonite.com.
B. Acceptable Manufacturers:
    1. Armstrong World Industries: www.armstrong.com
    2. Burke Industries: www.burkeflooring.com
    3. Marley Flexco: www.flexcofloors.com
    4. Roppe Corporation: www.roppe.com
    5. Nora: www.norarubber.com
    6. Substitutions: See Section 016000 - Product Requirements.
C. Resilient Base: Manufactured from a homogeneous composition polyvinyl chloride (PVC)
    1. Height:
        a. 4 inch base.
    2. Profile: Coved at areas of resilient flooring; straight at carpeted areas.
    3. Thickness: 0.125 inch thick.
    4. Finish: Satin
    5. Length: Roll
    6. Color: To match existing Rubber Base in the field, to be selected from manufacturer’s full range.
    7. Accessories: Premolded external corners, internal corners, and end stops.

2.2 ACCESSORIES

A. Subfloor Filler: White premix latex; type recommended by adhesive material manufacturer.
B. Primers and Adhesives: Waterproof; types recommended by flooring manufacturer.
C. Moldings and Edge Strips:
    1. At transitions between dissimilar floor finishes: Johnsonsite T-Molding or Equal. Color to be selected by Architect from manufacturers full color range.
D. Filler for Coved Base: Plastic.

PART 3 – EXECUTION

3.1 EXAMINATION

A. Perform adhesive bond test in each major area, minimum 1 per 2,000 square feet, prior to installation. Examine after 72 hours to determine whether bond is solid and no moisture is present. Do not proceed with work until results of bond test are acceptable.

3.2 PREPARATION

A. Fill voids, cracks, and depressions with trowel-applied leveling compounds acceptable to manufacturer. Remove projections and repair other defects to tolerances acceptable to manufacturer.
B. Prohibit traffic until filler is cured.
C. Clean substrate by vacuuming subfloors immediately prior to installation to remove loose particles.

3.3 INSTALLATION - GENERAL

A. Comply with the following:
   1. Install reducer strips at exposed edges.
   2. Do not mix manufacturing batches of a color within the same area.
   3. Do not install defective or damaged resilient material.

3.4 INSTALLATION - BASE

A. Fit joints tightly and make vertical. Maintain minimum dimension of 18 inches between joints.
B. Install base on solid backing. Bond tightly to wall and floor surfaces.

3.5 CLEANING

A. Remove excess adhesive from base, and wall surfaces without damage.

3.6 PROTECTION OF FINISHED WORK

A. Repair: Touch-up, repair or replace damaged products prior to Substantial Completion.

END OF SECTION

SECTION 096813

CARPET TILE

PART 1 – GENERAL

1.1 SECTION INCLUDES
A. Carpet tile, trowelable adhesives.

1.2 REFERENCES
A. Unless noted otherwise, the most current issue of the Reference shall be used.
B. ASTM D 2859 – Standard Test Method for Ignition Characteristics of Finished Textile Floor Covering materials.
C. ASTM E 84 – Standard Test Method for Surface Burning Characteristics of Building Materials.
D. ASTM E 648 – Standard test Methods for Critical Radiant Flux of Floor-Covering Systems Using a Radiant Heat Energy Source.
E. CRI 104 - Standard for Installation of Commercial Textile Floorcovering Materials; Carpet and Rug Institute.
F. CRI (GLA) – Green Label testing Program – Approved Adhesive Products; www.carpet-rug.com.
G. CRI (GLC) – Green Label Testing Program – Approved Product Categories for Carpet; www.carpet-rug.com.
H. CRI (GLP) – Green Label Plus Carpet Testing Program – Approved Products; www.carpet-rug.org.
I. NFPA 253 - Standard Method of Test for Critical Radiant Flux of Floor Covering Systems Using a Radiant Heat Energy Source; National Fire Protection Association.

1.3 SUBMITTALS
A. See Section 013300 - Administrative Requirements, for submittal procedures.
B. Shop Drawings: Indicate layout of joints, direction of carpet pile, and tile color locations.
C. Product Data: Provide data on specified products, describing physical and performance characteristics; sizes, patterns, colors available, and method of installation.
D. Samples: Submit two carpet tiles illustrating color and pattern design for each carpet color selected by Architect.
E. Manufacturer’s Installation Instructions: Indicate special procedures and perimeter conditions requiring special attention
F. Maintenance Data: Include maintenance procedures, recommended maintenance materials, and suggested schedule for cleaning.
G. For initial selection of colors and patterns, submit samples in form of actual sections of carpet tile including accessories, showing full range of colors and patterns available, for each type of carpet tile required.
H. Submit manufacturer’s certified test results to show that carpet meets or exceeds product performance specification criteria for carpet testing requirements (i.e. see section 2.3 flame, smoke, Aachen test, etc).

1.4 QUALITY ASSURANCE
A. Manufacturer’s Qualifications: Company specializing in manufacturing specified carpet tile with minimum three years documented experience.
B. Installers shall have documented five year's experience as an Installer of at least 10 projects of similar size and complexity to this project. Workmen shall be experienced and skilled craftsmen.
C. Source Quality Control: Prior to carpet tiles being shipped to project, ensure that manufacturer has tested all carpet and provided written certification that all carpet construction meets or exceeds each minimum of the project specifications.

1.5 ENVIRONMENTAL REQUIREMENTS
A. Store materials in area of installation for minimum period of 24 hours prior to installation.

1.6 EXTRA MATERIALS
A. See Section 016000 - Product Requirements, for additional provisions.
B. Provide ten (10) carpet tiles of each color and pattern selected.

1.7 DELIVERY, STORAGE, AND PROTECTION

A. Deliver carpeting materials in sealed cartons for carpet tile and sealed containers for related materials. Deliver, store and handle all materials in a manner to prevent damage to materials and previous construction. Store in a safe, dry location, out of the way of other construction as directed. Material must be stored at least 68 degree F. (20 degree C.) for 3 days prior to installation.

1.8 WARRANTY

A. Manufacturer's Warranty:
   1. Provide warranties by Carpet Manufacturer agreeing to replace defective materials during one (1) year warranty period following substantial completion. Also submit the following agreed upon warranties (chair pads not required):
   2. Wear - Surface fiber wear shall not be more than 10% by weight in 15 years.
   3. Static - Carpet will remain static generation at less than 3.0 kV at 70º F, and 20% R.H. for a period no less than 15 years.
   4. No edge ravel, backing separation for a period no less than 15 years
   5. No Dimensional Instability, i.e. shrinkage, stretching, curling and doming which adversely affect the ability of the tile to lay flat for a period no less than 15 years. See Aachen Test.
   6. Antimicrobial preservation properties warranted to be $\geq$ 90% effective for a period no less than 15 years.

B. Installing contractor shall rework any defective carpet handling or installation workmanship during one (1) year warranty period following substantial completion.

PART 2 – PRODUCTS

2.1 MANUFACTURERS

A. Basis of Design – MATCH EXISTING CARPET (UTILIZE ATTIC STOCK IF AVAILABLE):
   1. Interface, Inc.; ww.interface.com (Existing carpet is Interface)

B. Products indicated are provided by specified manufacturer. All acceptable manufacturers shall provide products equal in color range, pattern range, performance data, and style to those specified and shall meet or exceed all minimum specifications listed.

2.2 MATERIALS

A. Basis of Design Carpet Tile: Product must meet or exceed all of the following minimum specifications:
   1. Field Pattern/Color: Match Existing.
   2. Installation Method: Match Existing in adjacent office areas.
   3. Tile Size: 50cm x 50cm tile module.
   4. Yarn System: Match existing tile including yarn system, construction, etc.
   5. Construction: _____.
   6. Gauge: _____.
   7. Finish Pile Height: _____ inches.
   8. Pile Density: 5000 Minimum.
   9. Face yarn weight: _____ ounces.
   10. Backing: _____.
   11. Soil Release: _____.
   12. Lifetime Anti-Microbial: _____.
   13. Total Recycled Content: _____.
   14. CRI Green Label Plus: _____.
   15. ISO Requirements: Product must be produced by manufacturer that is ISO 9001 and ISO 14001 certified.

2.3 REGULATORY REQUIREMENTS

A. Proposed flooring must meet CRI Green Label Plus, State of Washington Protocol Environmental Safety Test, and GSA Antimicrobial Certification.
B. Flammability Test Requirements:

Carpet Flammability	
1. Pill Test (ASTM D2859 or CPSC FF-1-70)	Passes
2. Radiant Panel Test (ASTM E648)	$\geq$ 0.45 watts/cm^2, Class 1
Smoke Density (ASTM E662)	$\leq$ 450 Flaming Mode
Dimensional Stability (Aachen Method Din 54318)	$\leq$ 0.1% change
Static Generation at 70º F (AATCC 134 w/ neolite)	$\leq$ 2.5 kV at 20% R.H.
Lightfastness (AATCC 16E)	4.0 after 60 hours
Crocking (AATCC 165)	4.0 wet, dry
Cold Water Bleed (AATCC 107)	4.0
Gas Fade (AATCC 23)	4.0
Ozone Fade (AATCC 109)	4.0
Antimicrobial (AATCC 174, Part II)	$\geq$ 95.0% reduction
Fungicidal (AATCC 174, Part III)	No growth
Soil/Stain Protection (AATCC 175-1991)	$\geq$ 8.0 on the Red 40 Stain Scale

2.4 TRIM AND ACCESSORIES

A. Sub-Floor Filler: White premix latex; type recommended by flooring material manufacturer.
B. Trowelable Adhesive Installation: Waterproof type recommended and approved by respective carpet manufacturer for use with their materials under site installation conditions. Low VOC adhesives required.
C. Edge Finishing: Provide rubber reducer/transition strip at all exposed edges between different flooring types only. Abut materials tightly without transition where new carpet material is installed adjacent to existing. Color to be selected by Architect from manufacturer's full range.

PART 3 – EXECUTION

3.1 EXAMINATION

A. Verify that sub-floor and wall surfaces are smooth and flat within manufacturer's tolerances and are ready to receive carpet tile.
B. Verify that sub-floor and wall surfaces are dust-free, and free of substances which would impair bonding of adhesive materials to sub-floor surfaces.
C. Verify that concrete sub-floor surfaces are ready for carpet tile installation by testing for moisture emission rate and alkalinity; obtain instructions if test results are not within limits recommended by carpet tile manufacturer and adhesive materials manufacturer.
    1. Repeat tests until results indicate conditions are within manufacturer's tolerances.
D. Verify locations of existing floor-mounted utilities.
E. Thoroughly inspect all sub-floors before commencement work. Notify Owner in writing immediately of all conditions which will prevent producing satisfactory work.
F. Repair floor defects and irregularities prior to installation.
G. Installation of materials constitutes Contractor's acceptance of previous construction and his assumption of responsibility for all unacceptable finished work caused by previous conditions

3.2 PREPARATION

A. Remove some existing carpet tiles and mix new tiles with old tiles for a more blended and uniform appearance.
B. Before starting installation remove all paint, sealers or wax from sub-floor by sanding and scraping.
C. Remove sub-floor ridges and bumps. Fill minor or local low spots, cracks, joints, holes, and other defects with sub-floor filler.

D. Apply, trowel, and float filler to achieve smooth, flat, hard surface. Prohibit traffic until filler is cured.
E. Vacuum clean substrate.

3.3 INSTALLATION

A. Install carpet tile in accordance with manufacturer's instructions and CRI 104.
B. Blend carpet from different cartons to ensure minimal variation in color match.
C. Install tiles such that seams are not obvious in the finish work.
D. Provide an installation free of visual imperfections, adhesives, seam cement smears and other foreign matter.
E. Cut carpet tile clean. Fit carpet tight to intersection with vertical surfaces without gaps.
F. Set parallel to building lines, and center pattern within space.
G. Locate change of color or pattern between rooms under door centerline.
H. Fully adhere carpet tile to substrate.
I. Trim carpet tile neatly at walls and around interruptions.
J. Complete installation of edge strips, concealing exposed edges.

3.4 CLEANING

A. Upon completion of work thoroughly inspect entire installation. Remove all defective work and replace with perfect materials.
B. Cut off and trim all loose threads. Remove all visible adhesives, seam cement and scraps. Clean all carpet with an upright beater bar type vacuum cleaner.
C. Remove all rubbish, debris, containers and all excess materials not selected by Owner for its retention and legally dispose of off the Owner's premises.
D. Repair all damage to the Owner's property resulting from carpet work. Clean, repair or replace all damage as directed.
E. Clean and vacuum carpet surfaces. Leave premises in clean, accepted condition.

3.5 PROTECTION OF FINISHED WORK

A. Provide and maintain proper protection of finished carpet areas. Do not stack carpet tile cartons higher than is recommended by manufacturer.

END OF SECTION

SECTION 099100

PAINTS AND COATINGS

PART 1 – GENERAL

1.1 SECTION INCLUDES
A. Surface preparation.
B. Field application of paints, stains, varnishes, and other coatings.
C. See Schedule - Surfaces to be Finished, at end of Section.

1.2 REFERENCES
A. Unless noted otherwise, the most current issue of the reference shall be used.
B. ASTM D 16 - Standard Terminology for Paint, Related Coatings, Materials, and Applications.

1.3 DEFINITIONS
A. Conform to ASTM D 16 for interpretation of terms used in this section.

1.4 SUBMITTALS
A. See Section 013300 - Administrative Requirements, for submittal procedures.
B. Samples: Submit two paper chip samples, 4 x 4 inch in size illustrating range of colors and textures available for each surface finishing product scheduled.

1.5 QUALITY ASSURANCE
A. Applicator Qualifications: Company specializing in performing the work of this section with minimum five years experience.

1.6 REGULATORY REQUIREMENTS
A. Comply with applicable code for flame and smoke rating requirements for products and finishes.

1.7 DELIVERY, STORAGE, AND PROTECTION
A. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.
B. Container Label: Include manufacturer's name, type of paint, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.
C. Paint Materials: Store at minimum ambient temperature of 45 degrees F and a maximum of 90 degrees F, in ventilated area, and as required by manufacturer's instructions.

1.8 ENVIRONMENTAL REQUIREMENTS
A. Do not apply materials when surface and ambient temperatures are outside the temperature ranges required by the paint product manufacturer.
B. Do not apply exterior coatings during rain or snow, or when relative humidity is outside the humidity ranges required by the paint product manufacturer.
C. Minimum Application Temperatures for Latex Paints: 45 degrees F for interiors; 50 degrees F for exterior, unless required otherwise by manufacturer's instructions.
D. Minimum Application Temperature for Varnish Finishes: 65 degrees F for interior or exterior, unless required otherwise by manufacturer's instructions.
E. Provide lighting level of 80 ft candles measured mid-height at substrate surface.

1.9 EXTRA MATERIALS
A. See Section 016000 - Product Requirements, for additional provisions.
B. Supply 1 gallon of each color; store where directed.
C. Label each container with color in addition to the manufacturer's label.

PART 2 – PRODUCTS

2.1 MANUFACTURERS

A. Paints:
   1. Glidden Professional; www.gliddenprofessional.com
   2. Benjamin Moore & Co.; www.benjaminmoore.com
   3. PPG Pittsburgh Paints: www.ppg.com
   4. Sherwin-Williams Co: www.sherwin-williams.com

B. Transparent Finishes:
   1. Glidden Professional; www.gliddenprofessional.com
   2. Benjamin Moore & Co.; www.benjaminmoore.com
   3. PPG Pittsburgh Paints: www.ppg.com
   4. Sherwin-Williams Co: www.sherwin-williams.com

C. Stains:
   1. Glidden Professional; www.gliddenprofessional.com
   2. Benjamin Moore & Co.; www.benjaminmoore.com
   3. PPG Pittsburgh Paints: www.ppg.com
   4. Sherwin-Williams Co: www.sherwin-williams.com

D. Primer Sealers:
   1. Glidden Professional; www.gliddenprofessional.com
   2. Benjamin Moore & Co.; www.benjaminmoore.com
   3. PPG Pittsburgh Paints: www.ppg.com
   4. Sherwin-Williams Co: www.sherwin-williams.com

E. Block Fillers:
   1. Glidden Professional; www.gliddenprofessional.com
   2. Benjamin Moore & Co.; www.benjaminmoore.com
   3. PPG Pittsburgh Paints: www.ppg.com
   4. Sherwin-Williams Co: www.sherwin-williams.com

F. Substitutions: See Section 016000 - Product Requirements.

2.2 PAINTS AND COATINGS – GENERAL

A. Paints and Coatings: Ready mixed, except field-catalyzed coatings. Prepare pigments:
   1. To a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating.
   2. For good flow and brushing properties.
   3. Capable of drying or curing free of streaks or sags.

2.3 PAINT SYSTEMS – INTERIOR

A. Paint WI-TR-VS - Wood, Transparent, Varnish, Stain:
   1. Filler coat.
   2. One coat of stain; All colors to be selected by Architect from manufacturer's full range-maximum 3 colors.
      a. Glidden Professional: GP1700V WoodPride Water-Based Interior Wood Stain.
      b. Benjamin Moore: Benwood® Interior Wood Finishes Waterborne Stain 205
      c. Sherwin-Williams: WoodClassics 250 Oil Stain, A49 Series
   3. Gloss: Two coats of varnish.
      a. Glidden Professional: GP1808 Woodpride Interior Gloss Water-Based Varnish.
      b. Benjamin Moore & Co.: Benwood Finishes® Polyurethane Finish High Gloss 428
      c. Sherwin Williams WoodClassics WB Polyurethane Gloss, A68V91
   4. Satin: Two coats of varnish.
      a. Glidden Professional: GP1802 Woodpride Interior Satin, Water-Based Varnish.
      b. Benjamin Moore & Co.: Benwood Finishes® Polyurethane Finish Low Lustre C435
      c. Sherwin Williams WoodClassics WB Polyurethane Satin, A68F90

B. Paint MI-OP-2A - Ferrous Metals, Primed, Alkyd, 2 Coat:
   1. Touch-up with alkyd primer.
      a. Glidden Professional: Devoe Coatings 4360 Devguard Low VOC Multi-Purpose Tank & Structural Primer.
      b. Benjamin Moore: P06 Super Spec HP® Alkyd Metal Primer
      c. Sherwin-Williams: Kem Bond HS Metal Primer, B50WZ Series
   2. Semi-gloss: Two coats of alkyd enamel.
      a. Glidden Professional: Devoe Coatings 4306 Devguard Rust Preventative Semi-Gloss Enamel.
      b. Benjamin Moore: Super Spec HP D.T.M. Alkyd Semi-Gloss #P24
      c. Sherwin-Williams: Metalastic DTM Alkyd Enamel, B55 Series
C. Paint GI-OP-3L - Gypsum Board/Plaster, Latex, 3 Coat:
   1. One coat of fast-drying latex primer sealer.
      a. Glidden Professional: 1000 High-Hiding Interior Primer.
      b. Benjamin Moore: Ultra spec 500 Interior flat finish N534
      c. Sherwin-Williams: ProMar 200 Interior Latex Primer, B28W8400
   2. Eggshell: Latex enamel.
      a. Glidden Professional: GP1412 Ultra-Hide 150 Interior Eggshell Paint.
      b. Benjamin Moore: Super Spec Latex Eggshell Enamel #274
      c. Sherwin-Williams: ProMar 200 Interior Latex EggShell, B20-4450 Series
   3. Flat: Latex enamel.
      a. Glidden Professional: GP1210 Ultra-Hide 150 Interior Flat Paint.
      b. Benjamin Moore: Ultra Spec 500 Interior Flat Finish N536
      c. Sherwin-Williams: ProMar 200 Interior Latex Flat, B30-4450 Series

2.4 ACCESSORY MATERIALS

A. Accessory Materials: Linseed oil, shellac, turpentine, paint thinners and other materials not specifically indicated but required to achieve the finishes specified; commercial quality.
B. Patching Material: Latex filler.
C. Fastener Head Cover Material: Latex filler.

PART 3 – EXECUTION

3.1 EXAMINATION

A. Verify that surfaces are ready to receive Work as instructed by the product manufacturer.
B. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially affect proper application.
C. Test shop-applied primer for compatibility with subsequent cover materials.
D. Measure moisture content of surfaces using an electronic moisture meter. Do not apply finishes unless moisture content of surfaces is below the following maximums:
   1. Plaster and Gypsum Board: 12 Percent
   2. Interior Wood: 15 Percent, measured in accordance with ASTM D 4442.

3.2 PREPARATION

A. Surface Appurtenances: Remove or mask electrical plates, hardware, light fixture trim, escutcheons, and fittings prior to preparing surfaces or finishing.
B. Surfaces: Correct defects and clean surfaces which affect work of this section. Remove or repair existing coatings that exhibit surface defects.
C. Marks: Seal with shellac those which may bleed through surface finishes.
D. Gypsum Board Surfaces to be Painted: Fill minor defects with filler compound. Spot prime defects after repair.
E. Shop-Primed Steel Surfaces to be Finish Painted: Sand and scrape to remove loose primer and rust. Feather edges to make touch-up patches inconspicuous. Clean surfaces with solvent. Prime bare steel surfaces. Re-prime entire shop-primed item.

F. Interior Wood Items to Receive Transparent Finish: Wipe off dust and grit prior to sealing, seal knots, pitch streaks, and sappy sections with sealer. Fill nail holes and cracks after sealer has dried; sand lightly between coats. Prime concealed surfaces with gloss varnish reduced 25 percent with thinner.

3.3 APPLICATION

A. Apply products in accordance with manufacturer's instructions.
B. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.
C. Apply each coat to uniform appearance. Apply each coat of paint slightly darker than preceding coat unless otherwise approved.
D. Vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.

3.4 CLEANING

A. Collect waste material, which may constitute a fire hazard, place in closed metal containers, and remove daily from site.

3.5 SCHEDULE - SURFACES TO BE FINISHED

A. Do Not Paint or Finish the Following Items:
   1. Items fully factory-finished unless specifically noted.
   2. Fire rating labels, equipment serial number and capacity labels.

3.6 SCHEDULE - PAINT SYSTEMS

A. Gypsum Board: Finish all surfaces exposed to view.
   1. Interior Ceilings and Bulkheads: GI-OP-3L, flat.
   2. Interior Walls: Eggshell.
B. Steel Doors and Frames: Finish all surfaces exposed to view; MI-OP-3A, gloss.

END OF SECTION

SECTION 123661

SIMULATED STONE (NATURAL QUARTZ AND RESIN) FABRICATIONS

PART 1 – GENERAL

1.1 SUMMARY
A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.
B. This Section includes, but is not limited to, the following horizontal and trim quartz surfacing product types:
   1. Countertops

1.2 RELATED REQUIREMENTS
A. Section 062000 – Finish Carpentry
B. Section 079200 – Joint Sealants

1.3 REFERENCES
A. ASTM C170 – Standard Test Method for Compressive Strength of Dimension Stone.
B. ASTM C373 – Standard Test Method for Water Absorption, Bulk Density, Apparent Porosity, and Apparent Specific Gravity of Fired Whiteware Products, Ceramic Tiles, and Glass Tiles.
C. ASTM D570 – Standard Test Method for Water Absorption of Plastics.
D. ASTM D696 – Standard Test Method for Coefficient of Linear Thermal Expansion of Plastics Between -30°C and 30°C with a Vitreous Silica Dilatometer.
E. ASTM D792 – Standard Test Methods for Density and Specific Gravity (Relative Density) of Plastics by Displacement.
F. ASTM E84 – Standard Test Method for Surface Burning Characteristics of Building Materials.
G. ASTM G21 – Standard Practice for Determining Resistance of Synthetic Polymeric Materials to Fungi.
H. ASTM G22 – Standard Practice for Determining Resistance of Plastics to Bacteria.
I. NFPA (National Fire Protection Association) - NFPA 101®, Life Safety Code®.
J. NFPA 255 – Standard Method of Test of Surface Burning Characteristics of Building Materials.
K. ISO (International Organization for Standardization) - ISO 14001 – Environmental Management Systems.
L. UL (Underwriters Laboratories) - UL 723 – Standard Test Method for Surface Burning Characteristics of Building Materials.
M. ULC (Underwriters Laboratories of Canada) – ULC/CAN-S102 – Standard Method of Test for Surface Burning Characteristics of Building Materials and Assemblies.

1.4 SUBMITTALS
A. Submit product data for each type of product indicated.
   1. Submit manufacturer’s product data on material characteristics, performance properties, fabrication instructions, installation instructions and maintenance instructions.
B. Shop drawings:
   1. Show location of each item; provide complete detailed and dimensioned plans and elevations, large-scale details, attachment devices and other components.
      a. Show the following:
         1) Full-size details, edge details, attachments, etc.
         2) Locations and sizes of furring, blocking, including concealed blocking and reinforcement specified in other Sections.
         3) Fabrication details for brackets.
         4) Locations and sizes of cutouts and holes for items installed in quartz surface.
         5) Type of sealant.
         6) Type of adhesive.
         7) Seam locations.

C. Samples:
   1. For each type of product indicated:
      a. Submit minimum 2-inch-by-2-inch sample in specified color. For viewing pattern or veining, submit minimum 4-inch-by-4-inch samples.
      b. Cut sample and seam together for representation of seaming techniques.
      c. Indicate full range of color and pattern variation.
      d. Approved samples will be retained as a standard for work.
D. Product data:
   1. Indicate product description, fabrication information and compliance with specified performance requirements.
E. Fabricator/installer qualifications:
   1. Provide copy of certification number.
F. Fire test response characteristics:
   1. United States – Provide Class A surface burning characteristics as determined by testing products per UL 723 (ASTM E 84, NFPA 255) or another testing and inspecting agency acceptable to authorities having jurisdiction.
      a. Flame Spread Index: 25 or less.
      b. Smoke Developed Index: 450 or less.
G. Maintenance data:
   1. Submit manufacturer's care and maintenance data.
   2. Include in project closeout documents.

1.5 QUALITY ASSURANCE

A. Qualifications:
   1. Shop employs skilled workers who custom fabricate products similar to those required for this project and whose products have a record of successful in-service performance.
B. Fabricator/installer qualifications:
   1. Work of this section shall be by a certified fabricator/installer, certified in writing by the manufacturer or designated representative.
C. Allowable tolerances:
   1. Variation in component size: ±1/8 inch (3 mm) over a 10 foot length.
   2. Location of openings: ±1/8 inch (3 mm) from indicated location.
   3. Minimum of 1/16 inch and a maximum of 1/8 inch (3 mm) clearance between quartz surfaces and each wall.
D. Coordination drawings:
   1. Shall be prepared indicating:
      a. Electrical work.
      b. Miscellaneous steel for the general work.
      c. Indicate location of all walls (rated and non-rated), blocking locations and recessed wall items, etc.
   2. Content:
      a. Project-specific information, drawn accurately to scale.
      b. Do not base coordination drawings on reproductions of the contract documents or standard printed data.
      c. Indicate dimensions shown on the contract drawings and make specific note of dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements.
      d. Provide alternate sketches to designer for resolution of such conflicts.
         1) Minor dimension changes and difficult installations will not be considered changes to the contract.
   3. Drawings shall:
      a. Be produced in 1/2 inch scale for all fabricated items.

1.6 DELIVERY, STORAGE AND HANDLING

A. Deliver no components to project site until areas are ready for installation.
B. Store components indoors in clean and dry area prior to installation.
C. Handle materials to prevent damage to finished surfaces.
D. Follow manufacturer's safe handling and storage recommendations.
E. Provide protective coverings to prevent physical damage or staining following installation for duration of project.

1.7 WARRANTY

A. Provide manufacturer's 10-year warranty.
B. Damage caused by physical or chemical abuse or damage from excessive heat will not be warranted.

1.8 MAINTENANCE

A. Provide maintenance requirements as specified by the manufacturer.

PART 2 – PRODUCTS

2.1 MANUFACTURERS

1. Basis of Design products manufactured by Corian Quartz. www.corianquartz.com
2. Substitutions: See Section 016000 - Product Requirements. Products indicated are provided by specified manufacturer. All approved acceptable manufacturers shall provide products equal in color range, pattern range, performance data, and style to those specified and shall meet or exceed all minimum specifications listed.

2.2 MATERIALS

A. Quartz Countertops
   1. Material shall have minimum physical and performance properties as specified.
   2. Color – to be selected from Manufacturer's full product line up to and including Price Group 3
B. Thickness:
   1. 2 cm (3/4 inch) to be used for the Countertops.
C. Edge treatment: As shown on Construction Drawings.
D. Performance Properties (TYPICAL RESULTS):

1.	Flexural Strength	> 4,500 psi	ASTM D790
2.	Flexural Modulus	> 3.75 MPsi	ASTM D790
3.	Compression Strength (Dry)	>20,000 psi	ASTM C170
4.	Compression Strength (Wet)	24,400 psi	ASTM C170
5.	Hardness	7	Mohs Hardness Scale
6.	Thermal Expansion	1.45 x 10-5 meter/meter deg C	ASTM D696
7.	Thermal Expansion	2.61 x 10-5 inch/inch deg F	ASTM D696
8.	Colorfastness	Passes	NEMA LD 3-3.3
9.	Gloss (60° Gardner)	45–50	ANSI Z124
10.	Wear and Cleanability	Passes	CSA B45.5-11/IAPMO Z124-2011
11.	Stain Resistance	Passes	CSA B45.5-11/IAPMO Z124-2011
12.	Fungal Resistance	No observed growth on product	ASTM G 21
13.	Bacterial Resistance	No observed growth on product	ASTM G 22
14.	High Temperature Resistance	None to slight effect	NEMA LD 3-3.6
	a. Temperature, 356 deg F		
15.	Boiling Water Resistance	None to slight effect	NEMA LD 3-3.5
16.	Freeze-Thaw Cycling	Unaffected	ASTM C1026
17.	Point Impact	Passes	ANSI Z124.6.4.2

18. Ball Impact Resistance	No failure at 164 inches	NEMA LD 3-3.8
a. Slabs, No fracture,1/2 lb. ball – 2cm and 3 cm		
19. Static Coefficient of Friction	0.89 (Dry), 0.61 (Wet)	ASTM C1028
20. Abrasion Resistance	139	ASTM C501
21. Density	2.4 g/cm3	ASTM D792
22. Water Absorption, Long-term	0.12%	ASTM C373
23. Water Absorption, Short	< 0.04%	ASTM C373
24. Moisture Expansion	< 0.01% average	ASTM C370
25. Flammability	Class A, all colors	NFPA 101® Life Safety Code
26. Flame Spread Index	FSI 0 for 3 cm	UL 723
27. Flame Spread Index	FSI ≤ 5 for 2 cm	UL 723
28. Smoke Developed Index	SDI ≤ 40 for 3 cm	UL 723
29. Smoke Developed Index	SDI ≤ 75 for 2 cm	UL 723
30. Flame Spread Value	0 for 3 cm	CAN/ULC-S102
31. Flame Spread Value	5 for 2 cm	CAN/ULC-S102
32. Smoke Developed Value	10 for 3 cm	CAN/ULC-S102
33. Smoke Developed Value	50 for 2 cm	CAN/ULC S102
34. Nominal Thickness	2 cm and 3 cm	

35. Nominal Weight per square foot for 2cm thickness is 10 pounds
36. Nominal Weight per square foot for 3cm thickness is 15 pounds

E. CERTIFICATIONS and APPROVALS:
   1. New York City Material Equipment Acceptance Number for DuPont™ Zodiaq® is 431-00-M.
   2. NSF/ANSI Standard 51, Listed by NSF.
   3. UL Environment/GREENGUARD Certified.
   4. UL Environment/GREENGUARD Gold Certified.
   5. UL 2824 - Mold Resistant.
   6. Kosher, Listed by Star-K.

2.3 ACCESSORY PRODUCTS

A. Mounting Adhesives:
   1. 100 percent Silicone Sealant.
B. Seam Adhesive:
   1. Joint Adhesive to create color-coordinated seam.

2.4 FABRICATION

A. Fabricate components to greatest extent practical to sizes and shapes indicated, in accordance with approved shop drawings and manufacturer's printed instructions and technical bulletins.
B. Form joints between components using manufacturer's standard joint adhesive.
   1. Reinforce as required.
   2. Rout and finish component edges with clean, sharp returns.
   3. Rout cutouts, radii and contours to template.
C. Smooth edges.

PART 3 – EXECUTION

3.1 INSTALLATION

A. General
   1. Install countertop materials in accordance with manufacturer's instructions.
   2. Carefully plan work to avoid damaging finished tops during transportation and installation.
B. Install components plumb and level, in accordance with approved shop drawings and product installation details.
   1. Tops:
      a. Flat and true to within 1/8 inch (3 mm) of a flat surface over a 10-foot length.

b. Allow a minimum of 1/16 inch to a maximum of 1/8 inch (3 mm) clearance between surface and each wall.
c. Form field joints using manufacturer's recommended adhesive (Corian® Joint Adhesive), with joint widths no greater than 1/8 inch (3 mm) in finished work.
d. Keep components and hands clean when making joints.

3.2 CLEANING AND PROTECTION

A. Keep components and hands clean during installation.
B. Remove adhesives, sealants and other stains in accordance with manufacturer's instructions.
   1. Clean exposed surfaces in accordance with manufacturer's instructions.
   2. Components shall be clean on date of substantial completion.
      a. Protect surfaces from damage until date of substantial completion.
   3. Replace or repair damaged work in a satisfactory manner.

END OF SECTION

VILLAGE OF LEMONT

2024 VILLAGE HALL RENOVATIONS

LEMONT VILLAGE HALL, 418 MAIN STREET LEMONT, IL 60439

TRIA PROJECT#: 23011

GENERAL BUILDING CODE REQUIREMENTS

BUILDING CODES REFERENCED:
2021 INTERNATIONAL BUILDING CODE
2020 NATIONAL ELECTRIC CODE
2006 INTERNATIONAL MECHANICAL CODE
2014 ILLINOIS PLUMBING CODE
2006 INTERNATIONAL PROPERTY MAINTENANCE CODE
2006 INTERNATIONAL FUEL GAS CODE
2015 ILLINOIS (INTERNATIONAL) ENERGY CONSERVATION CODE
2006 INTERNATIONAL FIRE CODE

OCCUPANCY CLASSIFICATION:
BUSINESS GROUP B

TYPE OF CONSTRUCTION:

SPRINKLERED/UNSPRINKLERED:
FULLY SPRINKLERED

DESIGN FIRM REGISTRATION:
TRIA ARCHITECTURE, INC.
ILLINOIS DEPARTMENT OF PROFESSIONAL REGULATIONS: #184-004118

DRAWING INDEX

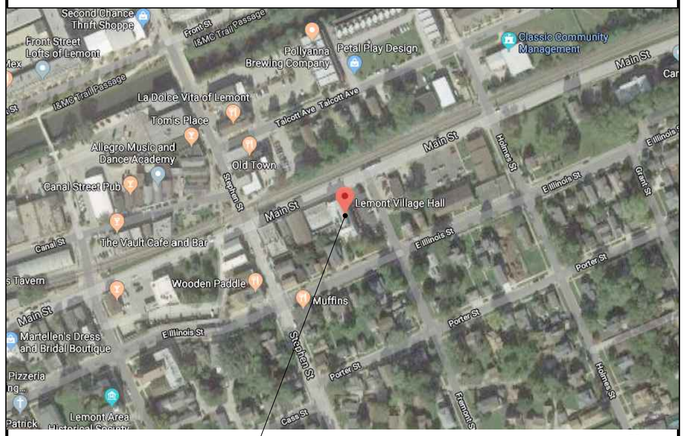
T1.00 TITLE SHEET, SITE LOCATION MAP, INDEX AND GENERAL BUILDING CODE REQUIREMENTS

ARCHITECTURAL
A0.10 EXISTING FIRST FLOOR PLAN
A0.11 EXISTING FIRST FLOOR REFLECTED CEILING PLAN
A1.10 FIRST FLOOR PLAN
A2.20 DOOR AND FRAME SCHEDULE, DOOR AND FRAME TYPE AND WALL TYPES
A3.10 INTERIOR ELEVATIONS, WALL SECTION AND CASEWORK SECTION
A6.10 EXISTING MILLWORK PHOTOGRAPHS
A7.10 FIRST FLOOR REFLECTED CEILING PLAN

MECHANICAL
M1.10 FIRST FLOOR PLAN - MECHANICAL - VENTILATION

ELECTRICAL
E0.10 EXISTING FIRST FLOOR PLAN - ELECTRICAL
E1.10 FIRST FLOOR PLAN - ELECTRICAL - LIGHTING
E2.10 FIRST FLOOR PLAN - ELECTRICAL - POWER

SITE LOCATION MAP



LEMONT VILLAGE HALL
418 MAIN STREET
LEMONT, ILLINOIS 60439

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05-22-24

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TRIA ARCHITECTURE

REVISIONS:
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EXISTING PLAN REFERENCED NOTES

1. EXISTING FURNITURE TO BE REMOVED AND/ OR REINSTALLED BY OTHERS. GC TO COORDINATE WITH OWNER'S FURNITURE VENDER.
2. EXISTING WALL CONSTRUCTION TO BE REMOVED AS REQUIRED TO PROVIDE WORK INDICATED - REFER TO FLOOR PLAN FOR EXTENT OF NEW WORK.
3. EXISTING COUNTERTOP TO REMAIN - PROTECT FROM DAMAGE.
4. EXISTING FURNITURE TO REMAIN - PROTECT FROM DAMAGE.
5. EXISTING DOOR AND FRAME TO BE REMOVED - SALVAGE TRIM AND PROTECT FROM DAMAGE FOR REINSTALLATION - REFER TO INTERIOR ELEVATIONS FOR NEW LOCATION.
6. EXISTING MILLWORK TRIM TO BE REMOVED - SALVAGE AND PROTECT FROM DAMAGE FOR REINSTALLATION - REFER TO INTERIOR ELEVATIONS.
7. EXISTING TRANSACTION COUNTER AND WINDOW TO REMAIN.
8. EXISTING COUNTERTOP AND MOUNTING HARDWARE TO BE REMOVED - REMOVE ALL SEALANT, ADHESIVE AND OTHER RESIDUE - PATCH EXISTING WALL AS REQUIRED AND FINISH TO MATCH ADJACENT SURFACE.
9. EXISTING MILLWORK TRIM PIECE TO BE REMOVED.
10. EXISTING MILLWORK TO REMAIN.
11. EXISTING DOOR AND FRAME TO REMAIN.
12. EXISTING WINDOW SYSTEM TO REMAIN.
13. EXISTING WALL SCONCE TO REMAIN.
14. NOT USED
15. EXISTING WINDOW SYSTEM TO BE REMOVED IN ITS ENTIRETY.
16. NOT USED
17. EXISTING RUBBER WALL BASE TO BE REMOVED.
18. EXISTING WOOD WALL BASE AND CHAIR RAIL TO BE REMOVED - SALVAGE REMOVED MILLWORK AND PROTECT FOR REINSTALLATION - REFER TO FLOOR PLAN AND INTERIOR ELEVATIONS.
19. DASHED AREA - EXISTING CARPET TILES TO BE REMOVED AS REQUIRED TO FEATHER IN NEW CARPET TILES FOR A SEAMLESS TRANSITION - REFER TO FLOOR PLAN. SALVAGE EXISTING CARPET TILES THAT ARE REMOVED FOR REUSE.
20. EXISTING OFFICE EQUIPMENT TO BE REMOVED AND STORED. GC TO COORDINATE WITH OWNER.
21. EXISTING WALL CONSTRUCTION TO REMAIN.

EXISTING PLAN GENERAL NOTES

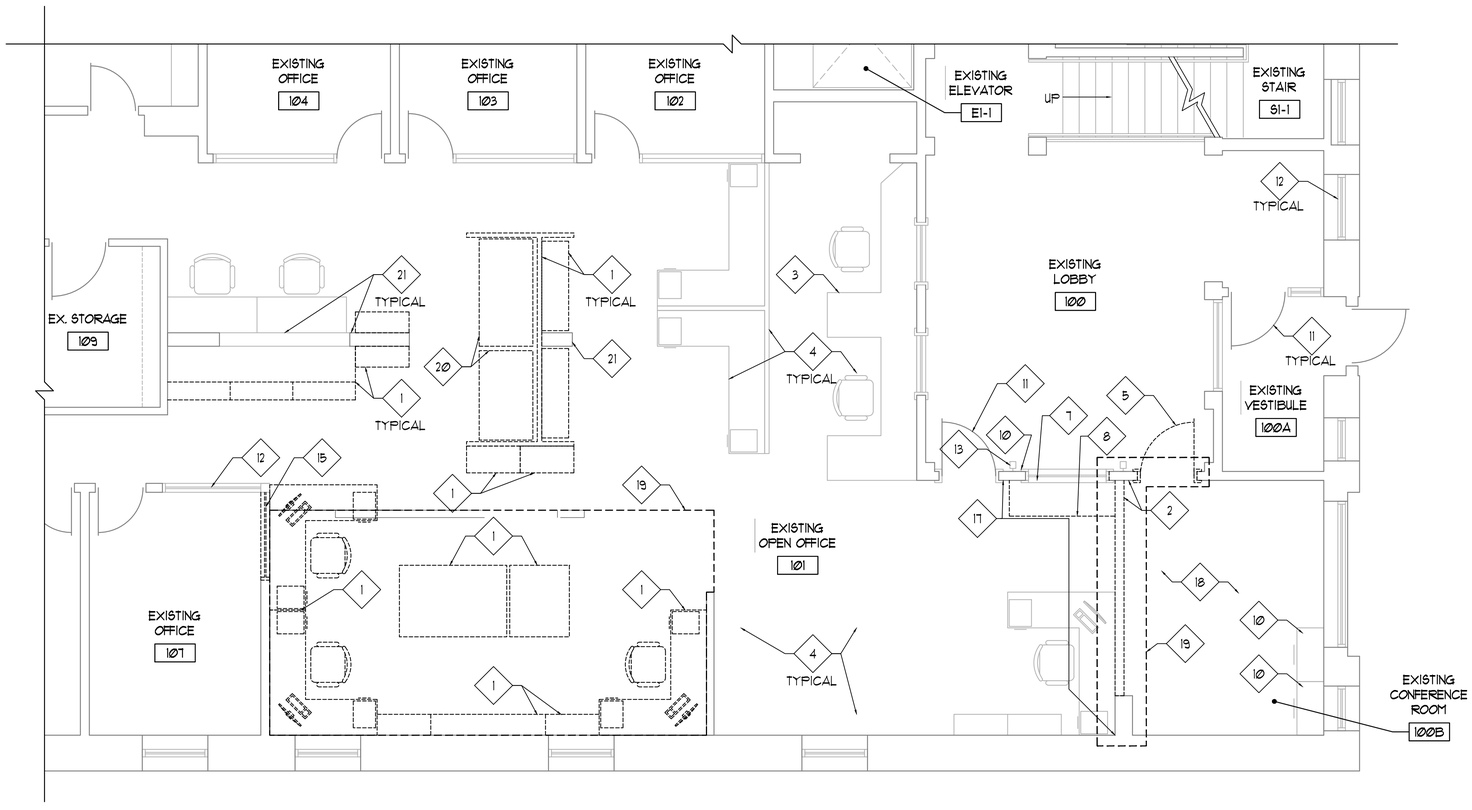
1. REFER TO FLOOR PLANS FOR SCOPE OF NEW WORK.
2. FIELD VERIFY ALL EXISTING CONDITIONS. IN THE EVENT THAT AN ITEM NOT SHOWN ON THE DRAWINGS CONFLICTS WITH WORK UNDER THIS CONTRACT, CONTACT THE ARCHITECT PRIOR TO REMOVAL OF THAT ITEM. ITEMS SHOWN ARE INDICATED TO GIVE A GENERAL SCOPE OF WORK. ANY ITEMS REQUIRING REMOVAL/DEMOLITION TO PROPERLY PERFORM CONTRACT WORK BUT NOT SPECIFICALLY SHOWN, SHALL BE REMOVED BY THE CONTRACTOR AT NO ADDITIONAL COST, PROVIDING THE CONDITION WAS VISIBLE DURING BIDDING.
3. SHORE OR BRACE ALL EXISTING CONSTRUCTION AS REQUIRED TO PERFORM WORK.
4. EACH CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CORING, CUTTING, PATCHING, INFILLING, REPAIRING, REFINISHING, AND REMOVAL/REPLACEMENT OF BUILDING CONSTRUCTION REQUIRED TO ACCOMMODATE THE INSTALLATION OR REMOVAL OF THEIR WORK. ALL PATCHING, REPAIRING, AND REFINISHING SHALL BE PERFORMED BY THOSE REGULARLY INVOLVED IN THAT TRADE AND SHALL MATCH THE ADJACENT CONSTRUCTION.
5. REMOVE ALL EQUIPMENT LOCATED ON OR WITHIN WALL CONSTRUCTION SCHEDULED TO BE REMOVED, SO AS TO NOT DISRUPT EXISTING BUILDING OPERATIONS. DISCONNECT ALL ELECTRICAL WIRING, PULL WIRE BACK TO NEAREST JUNCTION BOX OR TO SERVICE.
6. PROTECT ALL EXISTING FINISHES, EQUIPMENT, AND ADJACENT WORK NOT SCHEDULED TO BE REMOVED FROM DAMAGE DURING CONSTRUCTION. ANY DAMAGED FINISHES, EQUIPMENT, OR ADJACENT SURFACES SHALL BE REPAIRED OR REPLACED BY CONTRACTOR AT NO ADDITIONAL COST TO OWNER.
7. REFER TO ELECTRICAL DRAWINGS FOR ADDITIONAL INFORMATION.
8. THE OWNER HAS FIRST RIGHT OF REFUSAL FOR ANY MATERIAL, EQUIPMENT OR FIXTURE TO BE REMOVED
9. EXISTING FLOOR FINISH TO REMAIN, UNLESS NOTED OTHERWISE.
10. WHERE POSSIBLE - RUN NEW ELECTRICAL WORK INSIDE WALL AND CEILING CONSTRUCTION (NEW AND EXISTING) - REMOVE EXISTING WALL/CEILING CONSTRUCTION SCHEDULED TO REMAIN AS REQUIRED TO PERFORM WORK INDICATED - PATCH ALL CONSTRUCTION TO PROVIDE A FINISHED CONDITION.
11. REMOVE/RELOCATE ALL ACCESSORIES ON WALL CONSTRUCTION TO BE REMOVED.
12. GENERAL CONTRACTOR TO COORDINATE ALL ARCHITECTURAL WORK WITH INDICATED ELECTRICAL WORK - NOTIFY ARCHITECT OF ANY DISCREPANCIES PRIOR TO PERFORMING WORK.
13. PATCH ALL EXISTING OPENINGS AT ALL EQUIPMENT SCHEDULED TO BE REMOVED, INCLUDING ABOVE CEILING- MATCH EXISTING WALL CONSTRUCTION IN MATERIAL THICKNESS, SIZE AND COLOR, UNLESS NOTED OTHERWISE - REFER TO MECHANICAL, ELECTRICAL STRUCTURAL AND FIRE PROTECTION DRAWINGS.
14. ALL EXISTING FLOOR FINISH SCHEDULED TO REMAIN SHALL BE PROTECTED DURING CONSTRUCTION - CONTRACTOR TO PROVIDE PLYWOOD, MDF AND/OR PLASTIC AS REQUIRED TO PROTECT FLOORING FROM DAMAGE DURING CONSTRUCTION - ANY DAMAGE WILL BE REPAIRED BY CONTRACTOR AT NO ADDITIONAL COST TO OWNER.

LEGEND

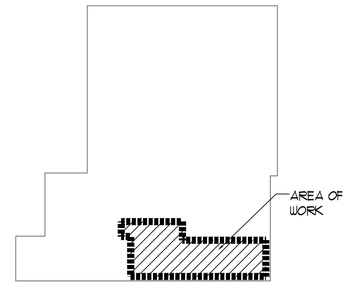
---------- EXISTING CONSTRUCTION TO BE REMOVED.

———— EXISTING CONSTRUCTION TO REMAIN.

NOTE:
SALVAGE ALL EXISTING MILLWORK (INCLUDING BUT NOT LIMITED TO TRIM, CHAIR RAIL, PANELING, FRAMES) SCHEDULED TO BE REMOVED - REFER TO FLOOR PLAN AND INTERIOR ELEVATIONS FOR NEW WORK.



1 EXISTING FIRST FLOOR PLAN
1/4 = 1'-0"



KEY PLAN
N.T.S.

TRIA ARCHITECTURE

M.E.P./F.P. CONSULTANT:
OAS Engineering LLC
761 WEHRLE DR. SUITE 5, AGAR GROVE, ILLINOIS 60554

VILLAGE OF LEMONT
2024 VILLAGE HALL RENOVATIONS
418 MAIN STREET
LEMONT, ILLINOIS 60439

PROJECT NUMBER: 23-011
PROJECT MANAGER: RM
DRAWN BY: KT + PSN
ISSUED FOR BID: 05-22-24
REVISIONS:

EXISTING FIRST FLOOR PLAN

A0.10

EXISTING REFLECTED CEILING PLAN REFERENCED NOTES

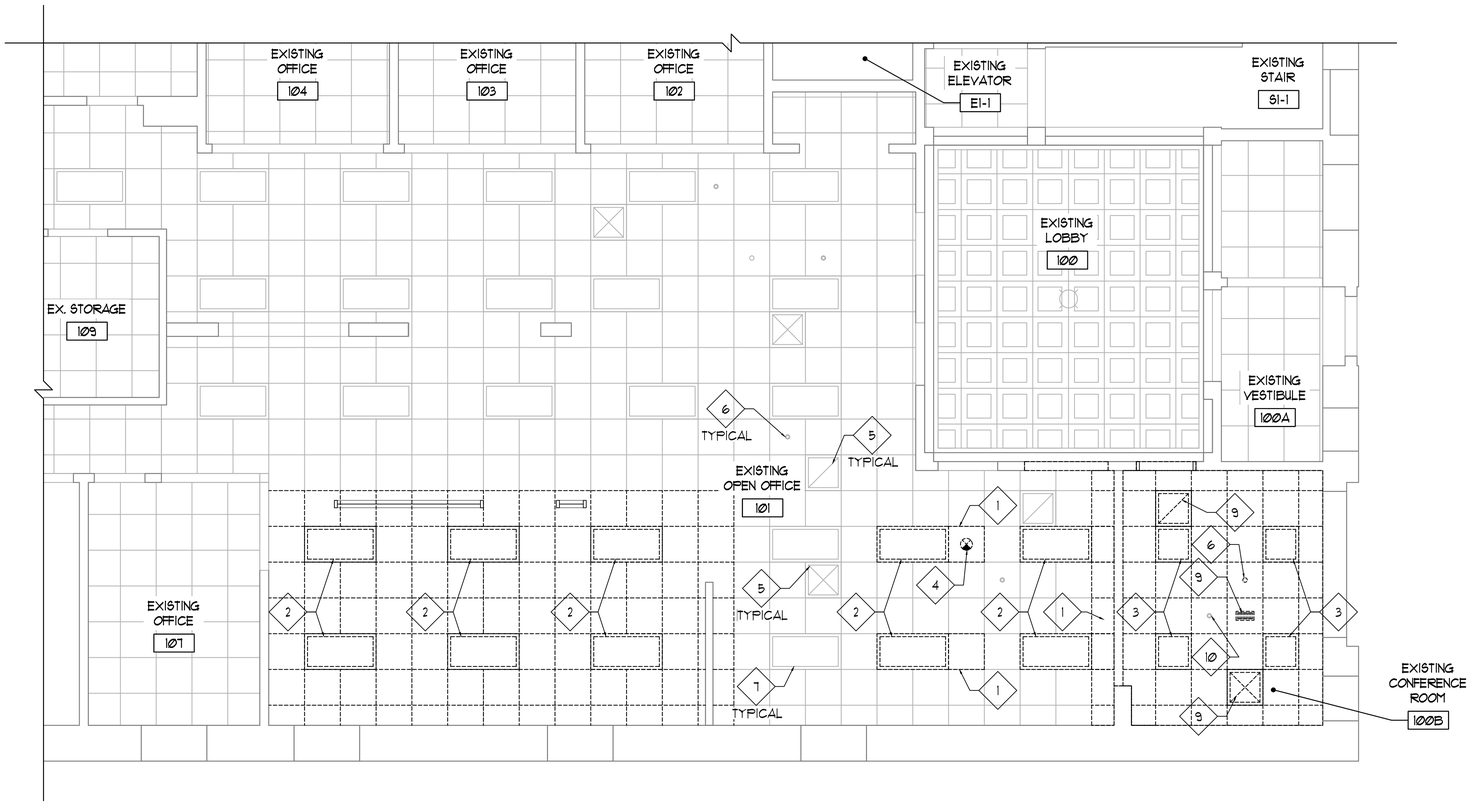
1. EXISTING ACOUSTICAL CEILING TILE TO BE REMOVED.
2. EXISTING LIGHT FIXTURE TO BE REMOVED - PROTECT FROM DAMAGE FOR REINSTALLATION - REFER TO REFLECTED CEILING PLAN - REFER TO ELECTRICAL DRAWINGS.
3. EXISTING LIGHT FIXTURE TO BE REMOVED.
4. EXISTING EXIT SIGN TO BE TURNED OVER TO OWNER - PROTECT FROM DAMAGE FOR REINSTALLATION - REFER TO REFLECTED CEILING PLAN.
5. EXISTING MECHANICAL EQUIPMENT TO REMAIN.
6. EXISTING CEILING MOUNTED EQUIPMENT TO BE REMOVED - PROTECT FROM DAMAGE FOR REINSTALLATION - REFER TO ELECTRICAL DRAWINGS.
7. EXISTING LIGHT FIXTURE TO REMAIN.
8. NOT USED.
9. EXISTING MECHANICAL EQUIPMENT TO BE REMOVED - PROTECT FROM DAMAGE FOR REINSTALLATION - REFER TO MECHANICAL DRAWINGS.
10. EXISTING SPRINKLER SYSTEM - PROTECT DURING CONSTRUCTION

LEGEND

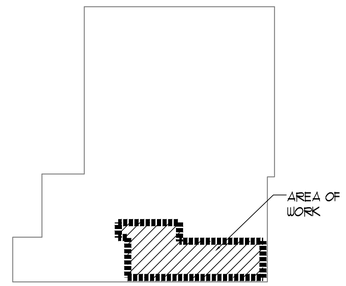
- EXISTING METAL CEILING TILE TO REMAIN
- EXISTING 2'X2' SUSPENDED ACOUSTICAL TILE CEILING TO REMAIN.
- EXISTING 2'X2' SUSPENDED ACOUSTICAL TILE CEILING TO BE REMOVED.
- EXISTING 2' X 4' RECESSED LIGHT FIXTURE TO REMAIN - REFER TO ELECTRICAL DRAWINGS.
- EXISTING 2' X 4' RECESSED LIGHT FIXTURE TO BE REMOVED - REFER TO ELECTRICAL DRAWINGS.
- EXISTING 2' X 2' RECESSED LIGHT FIXTURE TO BE REMOVED - REFER TO ELECTRICAL DRAWINGS.
- EXISTING EXIT SIGN TO BE REMOVED - REFER TO REFLECTED CEILING PLAN FOR NEW LOCATION.
- EXISTING CONSTRUCTION TO BE REMOVED.
- EXISTING CONSTRUCTION TO REMAIN.
- EXISTING MECHANICAL SUPPLY DIFFUSER TO REMAIN - REFER TO MECHANICAL DRAWINGS.
- EXISTING MECHANICAL RETURN GRILLE TO REMAIN - REFER TO MECHANICAL DRAWINGS.
- EXISTING MECHANICAL SUPPLY DIFFUSER TO BE REMOVED - REFER TO MECHANICAL DRAWINGS.
- EXISTING MECHANICAL RETURN GRILLE TO BE REMOVED - REFER TO MECHANICAL DRAWINGS

EXISTING REFLECTED CEILING PLAN GENERAL NOTES

1. ALL EXISTING CEILING SYSTEMS, LIGHTS, EQUIPMENT AND CEILING-MOUNTED SPEAKERS TO REMAIN UNLESS NOTED OTHERWISE - REFER TO ELECTRICAL DRAWINGS.
2. REFER TO ELECTRICAL DRAWINGS FOR SCOPE OF NEW WORK.
3. REFER TO ELECTRICAL PLANS FOR ADDITIONAL CEILING MOUNTED DEVICES AND EQUIPMENT TO BE REMOVED.
4. CONTRACTOR TO VERIFY ALL EXISTING CEILING HEIGHTS PRIOR TO BEGINNING WORK ON ANY CEILING SCHEDULED TO RECEIVE WORK.
5. FIELD VERIFY ALL EXISTING CONDITIONS. IN THE EVENT THAT AN ITEM NOT SHOWN ON THE DRAWINGS CONFLICTS WITH WORK UNDER THIS CONTRACT, CONTACT THE ARCHITECT PRIOR TO REMOVAL OF THAT ITEM. ITEMS SHOWN ARE INDICATED TO GIVE A GENERAL SCOPE OF WORK. ANY ITEMS REQUIRING REMOVAL/DEMOLITION TO PROPERLY PERFORM CONTRACT WORK BUT NOT SPECIFICALLY SHOWN, SHALL BE REMOVED BY THE CONTRACTOR AT NO ADDITIONAL COST, PROVIDING THE CONDITION WAS VISIBLE DURING BIDDING.
6. SHORE OR BRACE ALL EXISTING CONSTRUCTION AS REQUIRED TO PERFORM DEMOLITION WORK.
7. EACH CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CORING, CUTTING, PATCHING, INFILLING, REPAIRING, REFINISHING, AND REMOVAL/REPLACEMENT OF BUILDING CONSTRUCTION REQUIRED TO ACCOMMODATE THE INSTALLATION OR REMOVAL OF THEIR WORK. ALL PATCHING, REPAIRING, AND REFINISHING SHALL BE PERFORMED BY THOSE REGULARLY INVOLVED IN THAT TRADE AND SHALL MATCH THE ADJACENT CONSTRUCTION.
8. PROTECT ALL EXISTING FINISHES, EQUIPMENT, AND ADJACENT WORK NOT SCHEDULED TO BE REMOVED FROM DAMAGE DURING CONSTRUCTION. ANY DAMAGED FINISHES, EQUIPMENT, OR ADJACENT SURFACES SHALL BE REPAIRED OR REPLACED BY CONTRACTOR AT NO ADDITIONAL COST TO OWNER.
9. THE OWNER HAS FIRST RIGHT OF REFUSAL FOR ANY MATERIAL OR EQUIPMENT REMOVED.



1 EXISTING FIRST FLOOR REFLECTED CEILING PLAN
1/4" = 1'-0"



KEY PLAN
N.T.S.

TRIA ARCHITECTURE

M.E.P./F.P. CONSULTANT:
IDAS ENGINEERING, LLC
761 MEMORIAL DR., UNIT 1, ROUND GROVE, ILLINOIS 60064

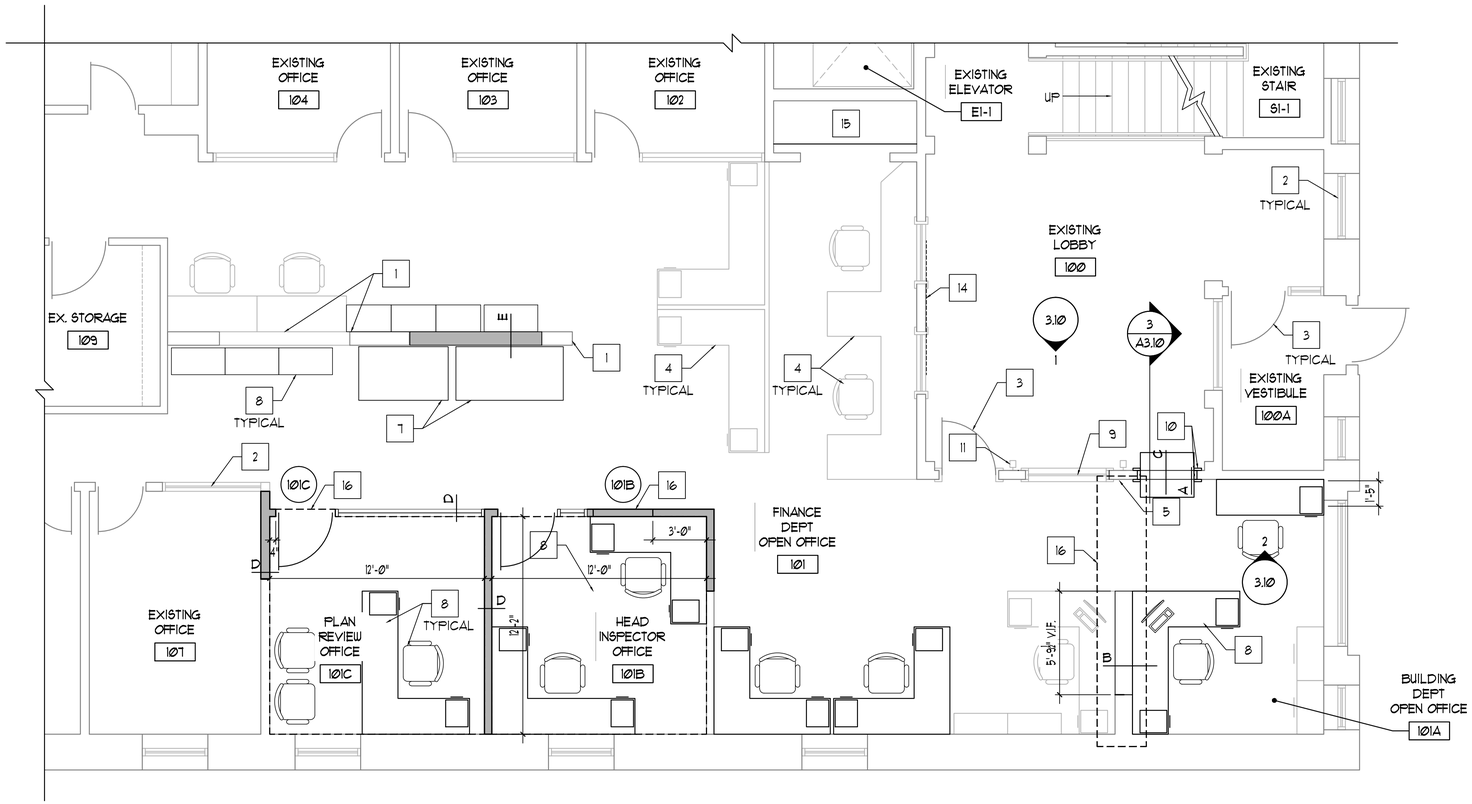
VILLAGE OF LEMONT
2024 VILLAGE HALL RENOVATIONS
418 MAIN STREET
LEMONT, ILLINOIS 60439

REVISIONS:

PROJECT NUMBER: 23-911
PROJECT MANAGER: RH
DRAWN BY: KY & PSN
ISSUED FOR BID: 05.22.24

EXISTING FIRST FLOOR REFLECTED CEILING PLAN

A0.11



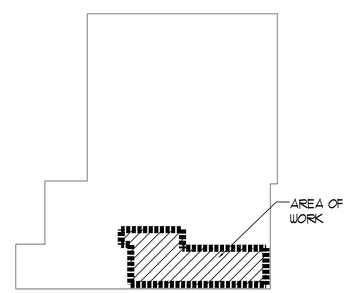
1 FIRST FLOOR PLAN
1/4 = 1'-0"

FLOOR PLAN REFERENCED NOTES

1. EXISTING WALL CONSTRUCTION
2. EXISTING WINDOW SYSTEM
3. EXISTING DOOR AND FRAME
4. EXISTING FURNITURE
5. PATCH AND PAINT EXISTING WALL CONSTRUCTION AS REQUIRED TO MATCH ADJACENT SURFACE IN COLOR, MATERIAL AND APPEARANCE
6. NOT USED
7. EXISTING OFFICE EQUIPMENT - INSTALLED BY OWNER
8. FURNITURE SUPPLIED BY OWNER - INSTALLED BY CONTRACTOR.
9. EXISTING TRANSACTION COUNTER AND GLASS TO REMAIN. PROTECT DURING CONSTRUCTION.
10. CUSTOM MILLWORK TO MATCH EXISTING- UTILIZE SALVAGED TRIM WHERE POSSIBLE- REFER TO ELEVATION.
11. EXISTING WALL SCONCE
12. NOT USED
13. NOT USED
14. PROVIDE METAL LETTERING TO MATCH EXISTING ADJACENT IN STYLE, SIZE AND COLOR - CENTER ABOVE EXISTING OPENINGS - MATCH ADJACENT MOUNTING HEIGHT.
15. NEW PLASTIC LAMINATE COUNTERTOP ON TOP OF OWNER PROVIDED FILES.
16. DASHED AREA - PREPARE EXISTING CONCRETE FLOOR SLAB AT REMOVED WALL LOCATION AS REQUIRED TO PROVIDE A SEAMLESS TRANSITION BETWEEN ADJACENT FLOOR SLABS. FEATHER IN NEW CARPET TILES TO PROVIDE A SEAMLESS TRANSITION BETWEEN EXISTING ADJACENT FLOORING - UTILIZE OWNER'S EXISTING ATTIC SUPPLY OF CARPET TILES TO MATCH EXISTING.

FLOOR PLAN GENERAL NOTES

1. VERIFY EXACT DIMENSIONS OF ALL EXISTING CONDITIONS IN FIELD.
2. ALL CONTRACTORS SHALL REPORT ALL DISCREPANCIES OR DIMENSIONAL QUESTIONS TO THE ATTENTION OF THE ARCHITECT PRIOR TO INSTALLATION.
3. REFER TO PROJECT MANUAL FOR PRODUCTS, MATERIALS, PROCEDURES AND ADDITIONAL INFORMATION NOT COVERED IN DRAWINGS.
4. PROTECT ALL EXISTING FINISHES, EQUIPMENT, AND ADJACENT WORK FROM DAMAGE DURING CONSTRUCTION. ANY DAMAGED FINISHES, EQUIPMENT, OR ADJACENT SURFACES SHALL BE REPAIRED OR REPLACED BY CONTRACTOR AT NO ADDITIONAL COST TO OWNER.
5. PATCH EXISTING CONSTRUCTION AT ALL LOCATIONS OF ITEMS SCHEDULED TO BE REMOVED. FINISH TO MATCH ADJACENT SURFACES IN MATERIAL AND TEXTURE.
6. PATCH AND SMOOTH EXISTING FLOOR TO MATCH ADJACENT SURFACES AS REQUIRED TO INSTALL NEW FLOOR FINISH.
7. AT ALL FLOOR SLABS TO RECEIVE FLOOR FINISH, CONTRACTOR SHALL GRIND HIGH SPOTS, FILL DEPRESSIONS AND INFILL ANY UNUSED PENETRATIONS IN THE FLOOR SLAB WITH A MATERIAL SUITABLE TO THE FLOORING MANUFACTURER. ALL CRACKS LARGER THAN 1/8" ARE TO BE GROUND OUT AND FILLED AS PER THE MANUFACTURER'S RECOMMENDATIONS.
8. PROVIDE LINTELS ABOVE ALL DOORS, PENETRATIONS, LOUVERS, ETC. IN MASONRY WALLS - REFER TO LINTEL SCHEDULE ON STRUCTURAL DRAWINGS - REFER TO MECHANICAL DRAWINGS FOR ADDITIONAL LINTEL LOCATIONS REQUIRED DUE TO DUCT PENETRATIONS, ETC.
9. PATCH, PAINT, AND CLEAN EXISTING WALLS, FLOORS, AND CEILINGS AT ITEMS SCHEDULED TO BE REMOVED.
10. REFER TO ROOF, MECHANICAL AND PLUMBING PLANS FOR LOCATIONS OF ROOF PENETRATIONS.
11. REFER TO MECHANICAL, ELECTRICAL, AND PLUMBING DRAWINGS FOR ADDITIONAL INFORMATION.
12. REMOVE EXISTING WALL CONSTRUCTION AS REQUIRED TO INSTALL MECHANICAL, PLUMBING, AND ELECTRICAL WORK - PATCH WALLS AT REMOVED MECHANICAL, ELECTRICAL AND PLUMBING EQUIPMENT TO BE REMOVED.
13. WHERE POSSIBLE - RUN NEW ELECTRICAL WORK INSIDE WALL AND CEILING CONSTRUCTION (NEW AND EXISTING) - PATCH CONSTRUCTION AS REQUIRED TO PROVIDE WORK INDICATED.
14. VERIFY EXACT LOCATIONS OF EXISTING STRUCTURE, DUCTWORK AND OTHER OBSTRUCTIONS BELOW EXISTING SLAB AT ALL PLUMBING PENETRATIONS PRIOR TO START OF WALL CONSTRUCTION WITHIN ROOM.
15. CUT, CORE AND PATCH SLABS (NEW AND EXISTING) AS REQUIRED TO INSTALL PLUMBING, MECHANICAL AND ELECTRICAL WORK.
16. AT ALL NEW WINDOW AND DOOR OPENINGS, TOOTH-IN NEW MASONRY UNITS AT JAMB CONDITIONS TO PROVIDE A FINISHED APPEARANCE.



KEY PLAN
N.T.S.

TRIA ARCHITECTURE

M.E.P./F.P. CONSULTANT:
DAS ENGINEERING, LLC
710 HIGHRIDGE DR., UNIT 3, HOFFMAN ESTATES, ILLINOIS 60169

VILLAGE OF LEMONT
2024 VILLAGE HALL RENOVATIONS
418 MAIN STREET
LEMONT, ILLINOIS 60439

REVISIONS:

PROJECT NUMBER: 23-011
PROJECT MANAGER: RM
DRAWN BY: KT / PSN
ISSUED FOR BID: 05.22.24

FIRST FLOOR PLAN

A1.10

DOOR AND FRAME SCHEDULE

OPN'G NO.	DOOR						FRAME						FRAME DETAILS				COMMENTS
	SIZE		TYPE	MAT'L	HDWR SET	PROT. RATING HOURS	SIZE		TYPE	MAT'L	PROT. RATING HOURS	REF. NOTES	HEAD	JAMB	JAMB	SILL	ROOM TYPE
	WIDTH	HEIGHT					WIDTH	HEIGHT									
FIRST FLOOR																	
101B	3'-0"	7'-0"	N	WD	1	-	VIF	7'-2"	A	HM	-	-	1/A2.20	2/A2.20	2/A2.20	-	HEAD INSPECTOR OFFICE
101C	3'-0"	7'-0"	N	WD	1	-	VIF	7'-2"	A	HM	-	-	1/A2.00	2/A2.00 SIM	2/A2.00	-	PLAN REVIEW OFFICE

DOOR HARDWARE SCHEDULE

HARDWARE SETS

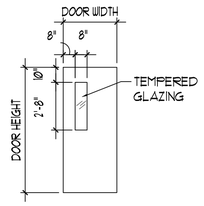
SET 1: OFFICE
6 KNUCKLE HINGES (HEAVY DUTY)
1 OFFICE LOCKET
1 SURFACE CLOSER (MOUNTED INSIDE FACE OF ROOM)
1 WALL STOP
1 KICK PLATE

DOOR AND FRAME ABBREVIATIONS

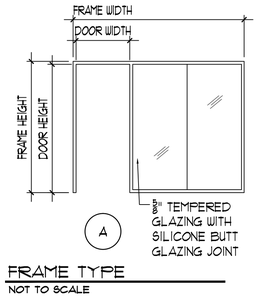
HM	HOLLOW METAL	TYP	TYPICAL
ME	MATCH EXISTING	VIF	VERIFY IN FIELD
SIM	SIMILAR	WD	WOOD

DOOR AND FRAME GENERAL NOTES

1. CONTRACTOR TO VERIFY DIMENSIONS, QUANTITIES AND CONDITIONS OF ALL ROUGH OPENINGS IN FIELD.
2. REFER TO WALL TYPES FOR WALL CONSTRUCTION AT DOOR LOCATIONS.
3. REFER TO SPECIFICATIONS FOR DESCRIPTIONS OF HARDWARE SETS.
4. HEIGHT OF DOOR OPERATING HARDWARE SHALL BE NO LESS THAN 34" AND NO MORE THAN 48" ABOVE FINISHED FLOOR. COORDINATE EXACT HEIGHT WITH OWNER AND ARCHITECT.
5. DOOR HARDWARE SHALL NOT REQUIRE TIGHT GRASPING, PINCHING, OR TWISTING OF THE WRIST TO OPERATE.
6. DOOR OPERATING FORCE SHALL NOT EXCEED:
   EXTERIOR HINGED DOORS: 8.5 LB
   INTERIOR HINGED DOORS: 5 LB
7. AT ALL OPENINGS SCHEDULED TO RECEIVE WORK - PAINT ALL FRAMES (NEW AND EXISTING).
8. ALL EXISTING FIRE RATED OPENINGS ARE TO BE MAINTAINED.
9. MATCH EXISTING MANUFACTURERS FINISH AND KEY CYLINDERS FOR ALL DOOR HARDWARE

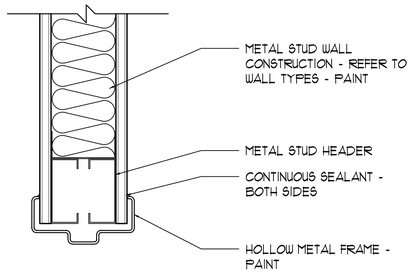


DOOR TYPE
NOT TO SCALE

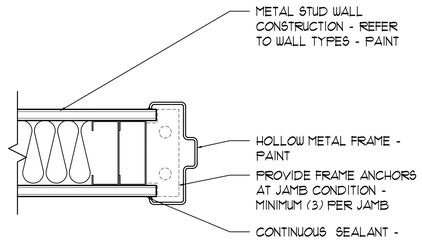


FRAME TYPE
NOT TO SCALE

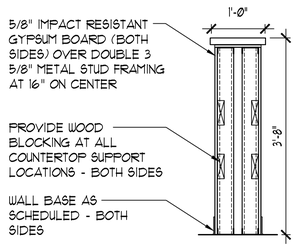
NOTE: MATCH EXISTING DOORS, FRAMES, AND HARDWARE IN COLOR, FINISH, STYLE, AND DETAILING



1 HEAD DETAIL
3" = 1'-0"



2 JAMB DETAIL
3" = 1'-0"



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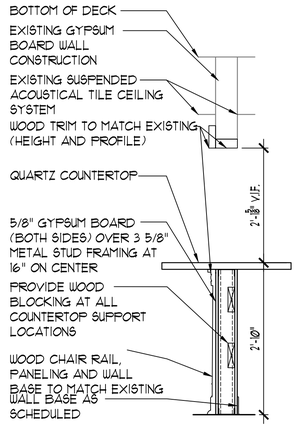

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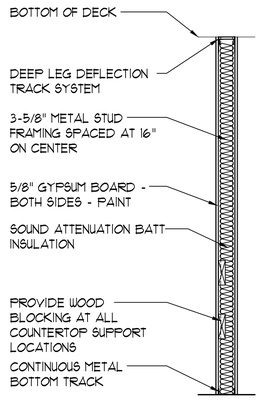

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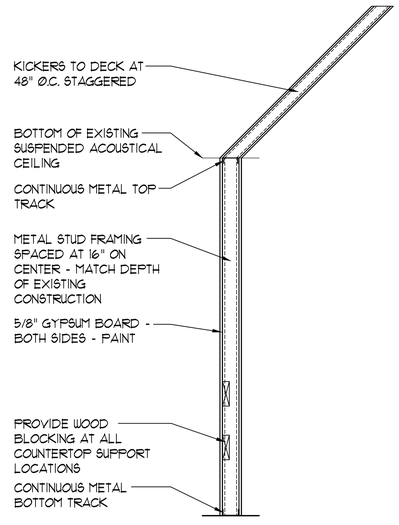


E

WALL TYPES
N.T.S.

TRIA ARCHITECTURE

M.E.P./F.P. CONSULTANT:
DAS Engineering, LLC
750 HEARTLAND DR., UNIT 3, SUGAR GROVE, ILLINOIS, 60554

VILLAGE OF LEMONT
2024 VILLAGE HALL RENOVATIONS
418 MAIN STREET
LEMONT, ILLINOIS 60439

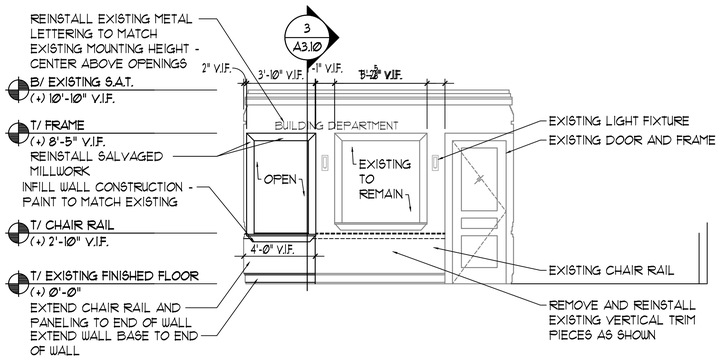
PROJECT NUMBER: 23-081
PROJECT MANAGER: RM
DRAWN BY: JY & PSN

REVISIONS:
1
2
3
4
5

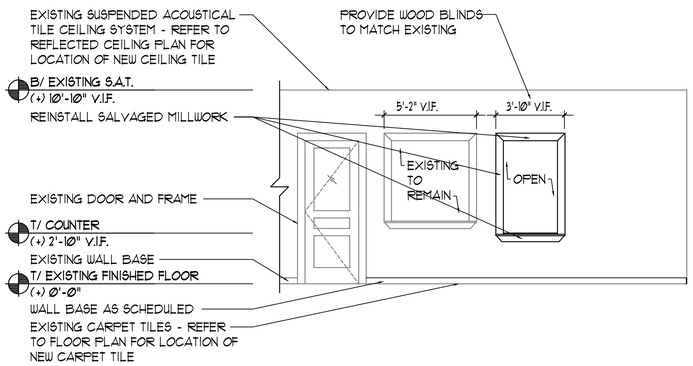
ISSUED FOR BID: 05.22.24

DOOR AND FRAME SCHEDULE, DOOR AND FRAME TYPE, AND WALL TYPES

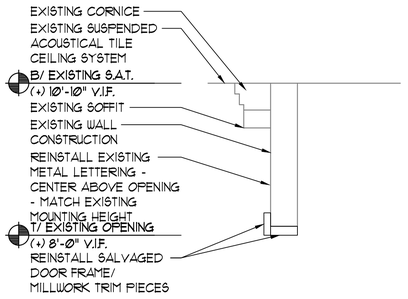
A2.20

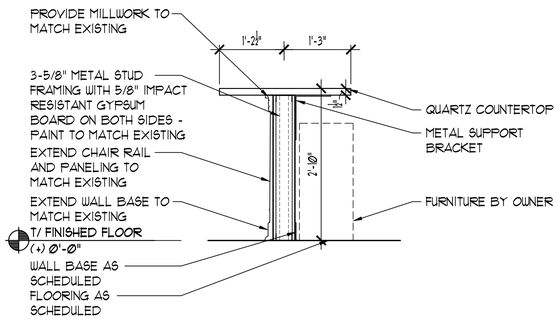


1 INTERIOR ELEVATION
1/4" = 1'-0"



2 INTERIOR ELEVATION
1/4" = 1'-0"





3 WALL SECTION
3/4" = 1'-0"

TRIA ARCHITECTURE

M.E.P./F.P. CONSULTANT:
IDAS ENGINEERING, LLC
750 HEARTLAND DR., UNIT 3, SUGAR GROVE, ILLINOIS 60554

VILLAGE OF LEMONT
2024 VILLAGE HALL RENOVATIONS
418 MAIN STREET
LEMONT, ILLINOIS 60439

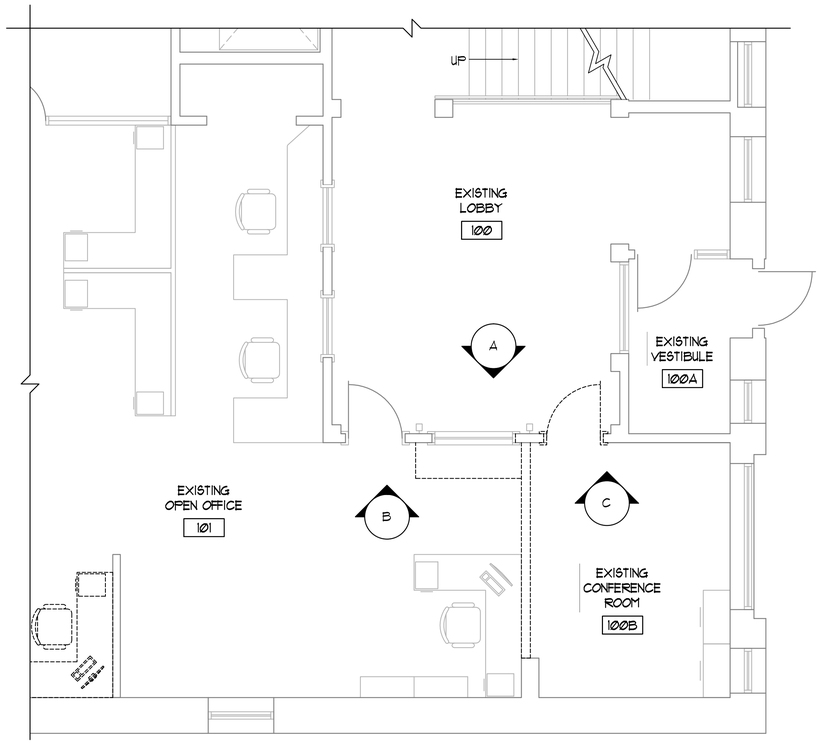
REVISIONS:

PROJECT NUMBER: 23-081
PROJECT MANAGER: RM
DRAWN BY: JY & PSN

ISSUED FOR BID: 05.22.24

INTERIOR ELEVATIONS, WALL SECTION AND CASEWORK SECTION

A3.10



1 EXISTING FIRST FLOOR PLAN (FOR REFERENCE ONLY)
1/4" = 1'-0"

N



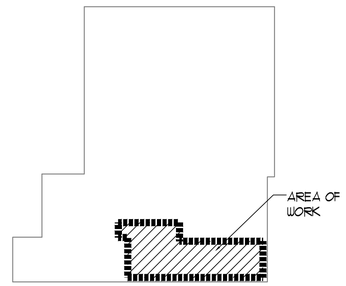
A LOBBY
EXISTING CONDITIONS PHOTOGRAPH



B OPEN OFFICE
EXISTING CONDITIONS PHOTOGRAPH



C CONFERENCE ROOM
EXISTING CONDITIONS PHOTOGRAPH



KEY PLAN
N.T.S.

N

TRIA ARCHITECTURE

M.E.P./F.P. CONSULTANT:
OAS Engineering & Associates, LLC
750 TOWER DR., MT. PROSPECT, ILLINOIS 60056

VILLAGE OF LEMONT
2024 VILLAGE HALL RENOVATIONS
418 MAIN STREET
LEMONT, ILLINOIS 60439

REVISIONS:
PROJECT NUMBER: 23-01
PROJECT MANAGER: RM
DRAWN BY: JT & PSN
ISSUED FOR BID: 05.22.24

EXISTING MILLWORK PHOTOGRAPHS

A6.10

REFLECTED CEILING PLAN REFERENCED NOTES

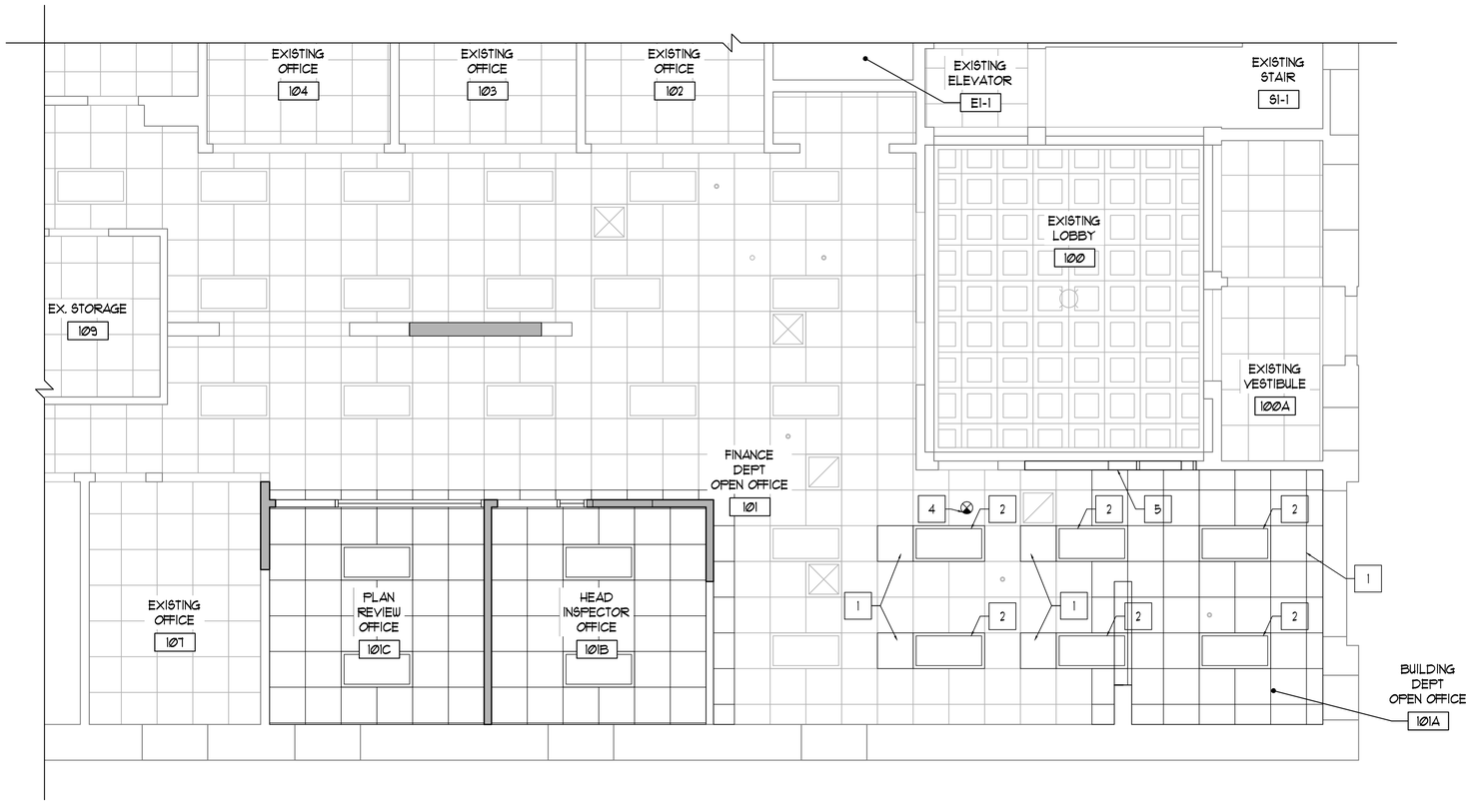
1. SUSPENDED ACOUSTICAL TILE CEILING SYSTEM - PROVIDE NEW CEILING TILE TO MATCH EXISTING ADJACENT - MODIFY/ EXTEND EXISTING CEILING GRID AS REQUIRED.
2. EXISTING LIGHT FIXTURE TO BE REINSTALLED - REFER TO ELECTRICAL DRAWINGS.
3. LIGHT FIXTURE AS SCHEDULED - REFER TO ELECTRICAL DRAWINGS.
4. REINSTALL EXISTING EXIT SIGN.
5. PROVIDE CONTINUOUS HEADER AT ENLARGED WINDOW - PATCH AND PAINT WALL.

LEGEND

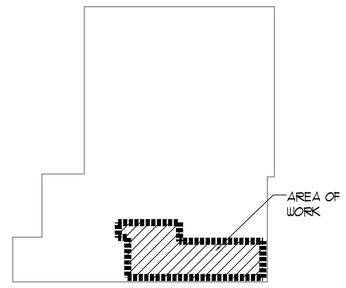
- EXISTING METAL CEILING TILE
- EXISTING 2'X2' SUSPENDED ACOUSTICAL TILE CEILING
- 2'X2' SUSPENDED ACOUSTICAL TILE CEILING SYSTEM
- EXISTING 2' X 4' RECESSED LIGHT FIXTURE - REFER TO ELECTRICAL DRAWINGS.
- 2' X 4' RECESSED LIGHT FIXTURE - REFER TO ELECTRICAL DRAWINGS.
- 2' X 2' RECESSED LIGHT FIXTURE - REFER TO ELECTRICAL DRAWINGS.
- EXISTING EXIT SIGN RELOCATED - REFER TO REFLECTED CEILING PLAN
- NEW CONSTRUCTION
- EXISTING CONSTRUCTION
- EXISTING MECHANICAL SUPPLY DIFFUSER - REFER TO MECHANICAL DRAWINGS.
- EXISTING MECHANICAL RETURN GRILLE - REFER TO MECHANICAL DRAWINGS.
- MECHANICAL SUPPLY DIFFUSER - REFER TO MECHANICAL DRAWINGS.
- MECHANICAL RETURN GRILLE - REFER TO MECHANICAL DRAWINGS

REFLECTED CEILING PLAN GENERAL NOTES

1. ALL TOILET ROOM CEILING HEIGHTS SHALL BE 8'-0" ABOVE FINISHED FLOOR - CONTRACTOR TO COORDINATE ALL HEIGHTS IN FIELD WITH MECHANICAL, ELECTRICAL, PLUMBING AND FIRE PROTECTION ITEMS (NEW AND EXISTING) - NOTIFY ARCHITECT OF ANY DISCREPANCY PRIOR TO INSTALLATION.
2. ALL CEILINGS TO BE INSTALLED AT EXISTING HEIGHT UNLESS NOTED OTHERWISE. DESIGN INTENT IS TO MATCH EXISTING CEILING HEIGHT - DO NOT RE-USE EXISTING WALL ANGLE. CONTRACTOR TO COORDINATE ALL HEIGHTS IN FIELD WITH MECHANICAL, ELECTRICAL, PLUMBING AND FIRE PROTECTION ITEMS (NEW AND EXISTING) - NOTIFY ARCHITECT OF ANY DISCREPANCY PRIOR TO INSTALLATION.
3. REFER TO MECHANICAL, ELECTRICAL, PLUMBING AND FIRE PROTECTION DRAWINGS FOR ADDITIONAL AREAS OF ABOVE CEILING WORK. REMOVE AND PATCH /OR RE-INSTALL EXISTING CEILINGS IN THESE LOCATIONS ONLY AS REQUIRED TO PROVIDE WORK INDICATED TO OCCUR PRIOR TO PHASE OF CEILING WORK.
4. CONTRACTOR TO VERIFY ALL EXISTING CEILING HEIGHTS PRIOR TO BEGINNING WORK ON ANY CEILING SCHEDULED TO RECEIVE WORK.
5. FIELD VERIFY ALL EXISTING CONDITIONS. IN THE EVENT THAT AN ITEM NOT SHOWN ON THE DRAWINGS CONFLICTS WITH WORK UNDER THIS CONTRACT, CONTACT THE ARCHITECT PRIOR TO REMOVAL OF THAT ITEM. ITEMS SHOWN ARE INDICATED TO GIVE A GENERAL SCOPE OF WORK. ANY ITEMS REQUIRING REMOVAL/DEMOLITION TO PROPERLY PERFORM CONTRACT WORK BUT NOT SPECIFICALLY SHOWN, SHALL BE REMOVED BY THE CONTRACTOR AT NO ADDITIONAL COST, PROVIDING THE CONDITION WAS VISIBLE DURING BIDDING.
6. SHORE OR BRACE ALL EXISTING CONSTRUCTION AS REQUIRED TO PERFORM WORK.
7. EACH CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CORING, CUTTING, PATCHING, INFILLING, REPAIRING, REFINISHING, AND REMOVAL/REPLACEMENT OF BUILDING CONSTRUCTION REQUIRED TO ACCOMMODATE THE INSTALLATION OR REMOVAL OF THEIR WORK. ALL PATCHING, REPAIRING, AND REFINISHING SHALL BE PERFORMED BY THOSE REGULARLY INVOLVED IN THAT TRADE AND SHALL MATCH THE ADJACENT CONSTRUCTION.
8. PROTECT ALL EXISTING FINISHES, EQUIPMENT, AND ADJACENT WORK NOT SCHEDULED TO BE REMOVED FROM DAMAGE DURING CONSTRUCTION. ANY DAMAGED FINISHES, EQUIPMENT, OR ADJACENT SURFACES SHALL BE REPAIRED OR REPLACED BY CONTRACTOR AT NO ADDITIONAL COST TO OWNER.
9. THE OWNER HAS FIRST RIGHT OF REFUSAL FOR ANY MATERIAL OR EQUIPMENT REMOVED.



1 FIRST FLOOR REFLECTED CEILING PLAN
1/4 = 1'-0"



KEY PLAN
N.T.S.

TRIA ARCHITECTURE

M.E.P./F.P. CONSULTANT:
OAS Engineering, LLC
781 WEHRING DR., UNIT 3, SUGAR GROVE, ILLINOIS, 60554

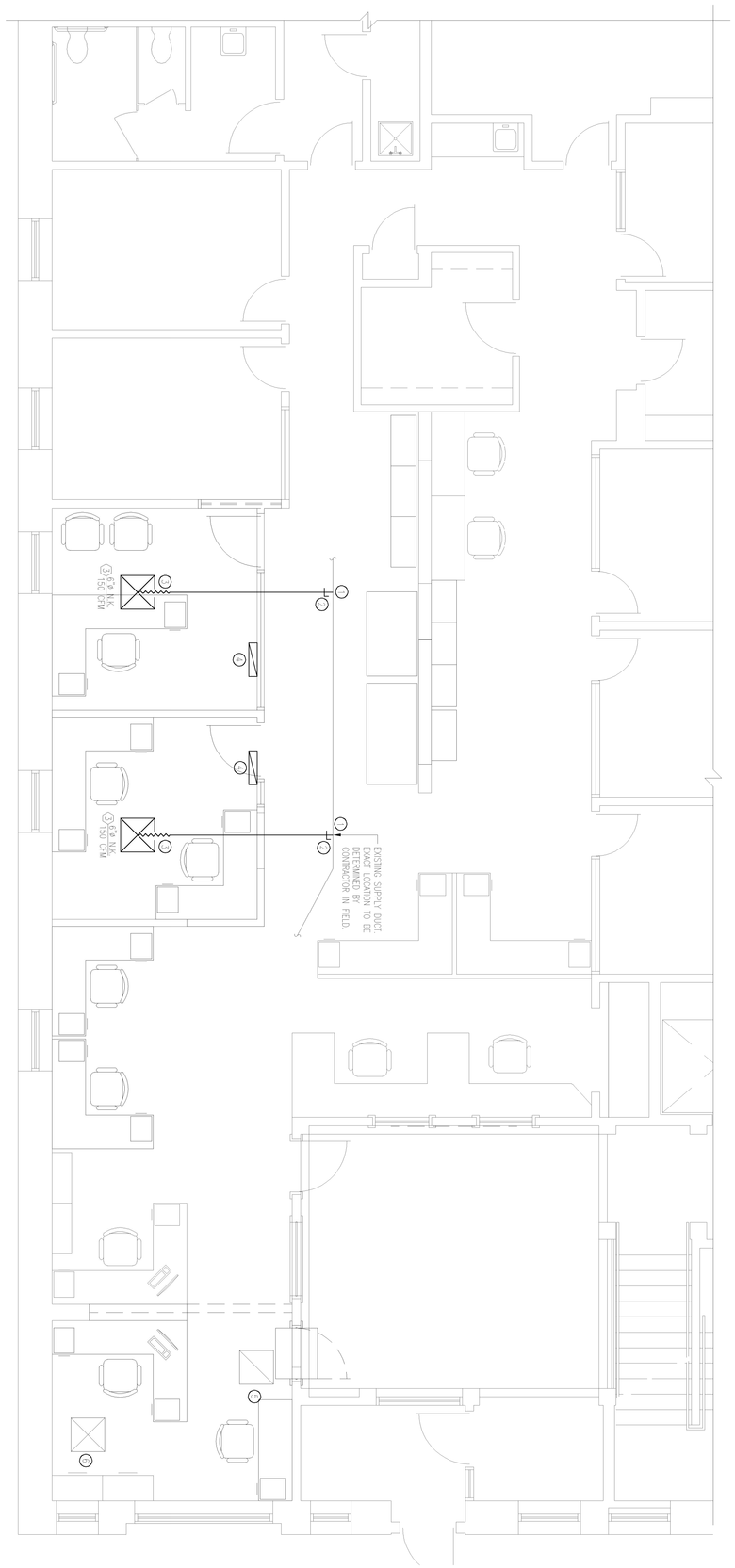
VILLAGE OF LEMONT
2024 VILLAGE HALL RENOVATIONS
418 MAIN STREET
LEMONT, ILLINOIS 60439

PROJECT NUMBER: 23-01
PROJECT MANAGER: RM
DRAWN BY: KT + PSN
ISSUED FOR BID: 05.22.24
REVISIONS:

FIRST FLOOR REFLECTED CEILING PLAN

A7.10

1 FIRST FLOOR PLAN - MECHANICAL - VENTILATION
1/4" = 1'-0"



MECHANICAL KEYED NOTES

1. TIE NEW 6"ø DUCT INTO EXISTING SUPPLY DUCT.
2. PROVIDE BALANCING DAMPER.
3. FURNISH AND INSTALL TITUS T30DA VARIABLE AIR VOLUME DIFFUSER OR EQUAL.
4. FURNISH AND INSTALL 24"x6" EGG CRATE LAY-IN RETURN GRILLE TO PLENUM.
5. EXISTING RETURN REGISTER TO REMAIN. ADJUST TO FIT INTO CEILING GRID.
6. EXISTING SUPPLY AIR DIFFUSER TO REMAIN. ADJUST RELOCATE TO FIT INTO CEILING GRID.

M1.10

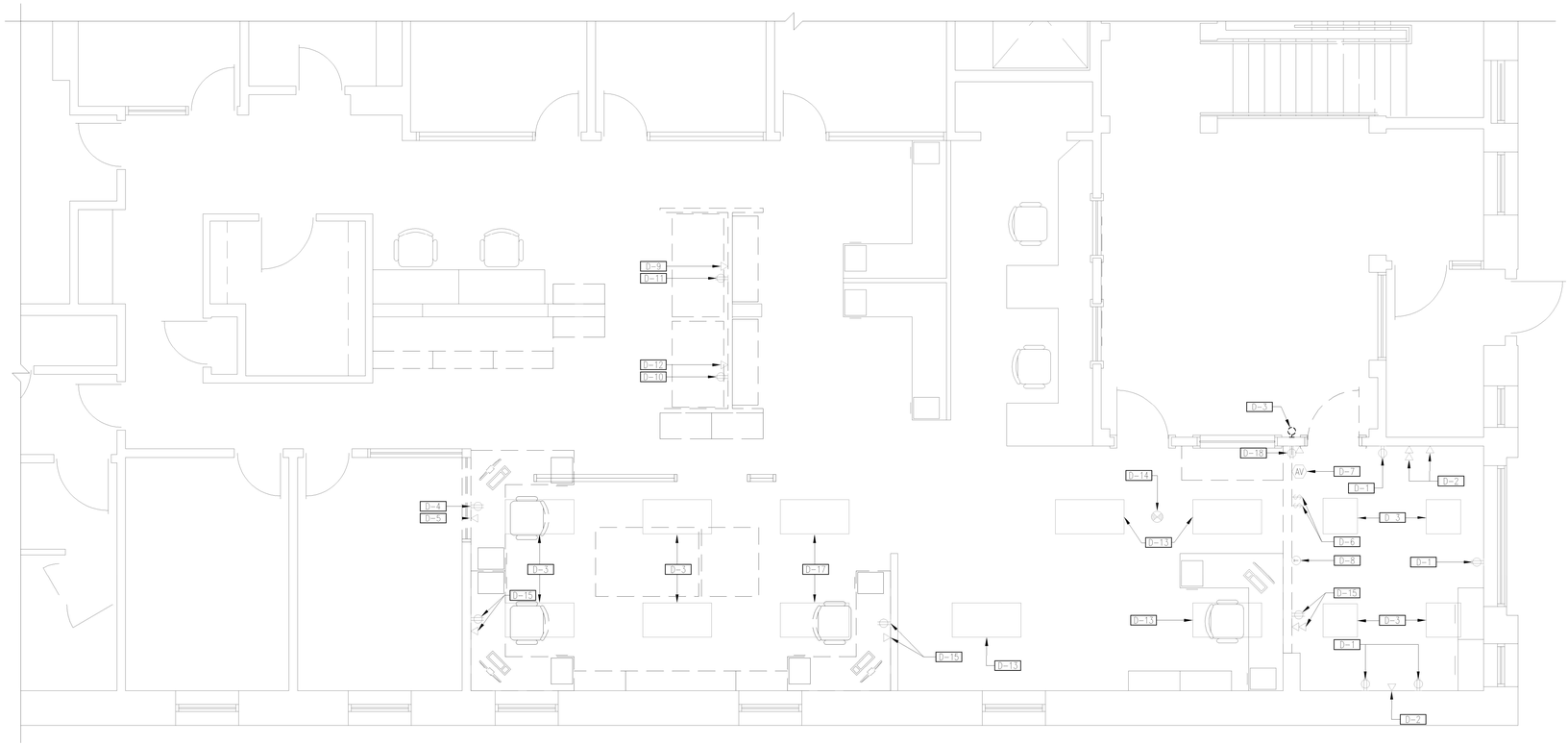
PROJECT NUMBER: 23-011	REVISIONS:
PROJECT MANAGER: RM	1
DRAWN BY: OAS, LLC	2
	3
ISSUED FOR BID: 05-22-24	4
	5

FIRST FLOOR PLAN - MECHANICAL - VENTILATION

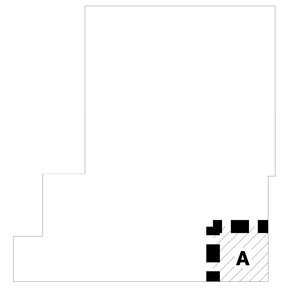
VILLAGE OF LEMONT
2024 VILLAGE HALL RENOVATIONS
418 MAIN STREET
LEMONT, ILLINOIS 60439

OAS O'Rogers & Arnold Sustainability, LLC
M.E.P./F.P. CONSULTANT:
100 HEARTLAND DR., SUITE A, YORK GROVE, ILLINOIS 60554

TRIA ARCHITECTURE



1 EXISTING FIRST FLOOR PLAN - ELECTRICAL
1/4 = 1'-0"



KEY PLAN
N.T.S.

ELECTRICAL DEMOLITION NOTES:

D-1 EXISTING POWER OUTLET TO REMAIN.

D-2 EXISTING DATA PORT/ DROP TO REMAIN.

D-3 DECORATIVE LIGHT FIXTURE TO REMAIN.

D-4 REMOVE OUTLET. REMOVE CONDUIT AND WIRE BACK TO NEAREST JB ABOVE CEILING.

D-5 REMOVE DATA BOX. PULL DATA CABLE TO ABOVE CEILING AND COIL FOR FUTURE RISE.

D-6 REMOVE SWITCHES, CONDUIT, & WIRING.

D-7 REMOVE EXISTING AUDIO/VISUAL DEVICE AND RELOCATE PER NEW WORK DRAWING.

D-8 RELOCATE THERMOSTAT TO NEW LOCATION PER NEW WORK DRAWING.

D-9 RELOCATE POWER TO PRINTER – PULL OVERHEAD AND INTO NEW WALL – SEE NEW WORK DRAWING.

D-10 RELOCATE POWER TO PLOTTER – PULL OVERHEAD AND INTO NEW WALL – SEE NEW WORK DRAWING.

D-11 RELOCATE DATA TO PRINTER – PULL OVERHEAD AND INTO NEW WALL – SEE NEW WORK DRAWING.

D-12 RELOCATE DATA TO PLOTTER – PULL OVERHEAD AND INTO NEW WALL – SEE NEW WORK DRAWING.

D-13 EXISTING 2x4 LIGHT FIXTURE TO BE SHIFTED EAST IN CEILING GRID REFER TO RCP.

D-14 EXISTING EXIT SIGN TO BE RELOCATED – SEE NEW WORK DRAWING.

D-15 RELOCATE POWER & DATA TO STUB WALL TO REMAIN – SEE NEW WORK DRAWING.

D-16 RELOCATE POWER & DATA TO NEW WALL BETWEEN NEW OFFICES. DROP IN NEW WALL – SEE NEW WORK DRAWING.

D-17 RELOCATE 2– 2x4 EXISTING LIGHT FIXTURES TO EAST OF NEW OFFICE AREA – SEE NEW WORK DRAWING.

D-18 REMOVE OUTLET & DATA DEVICES. PULL WIRING & CABLING BACK TO NEAREST JUNCTION BOX. COVER & PATCH WALL OVER BOXES.

TRIA ARCHITECTURE

MEP/FP CONSULTANT
IDAS
ENGINEERING
SHAUMBURG, LLC
30 W. KENSINGTON RD., UNIT 4 • MT. PROSPECT, ILLINOIS 60056

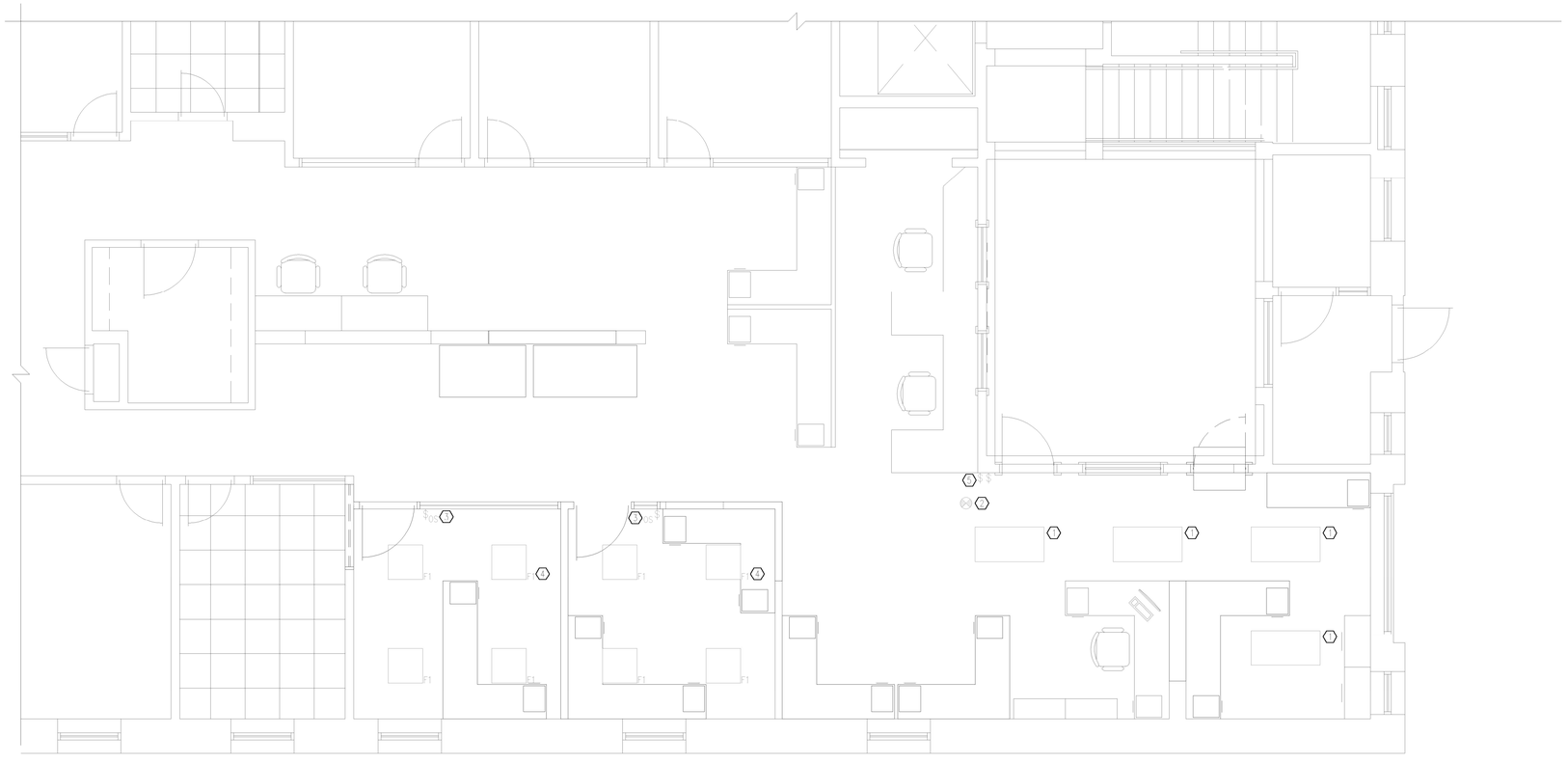
VILLAGE OF LEMONT
2024 VILLAGE HALL RENOVATIONS
418 MAIN STREET
LEMONT, ILLINOIS 60439

REVISIONS
1 2 3 4 5

PROJECT NUMBER: 23-081
PROJECT MANAGER: RY
DRAWN BY: DAS, LLC
ISSUED FOR BID: 05-02-24

EXISTING FIRST FLOOR PLAN - ELECTRICAL

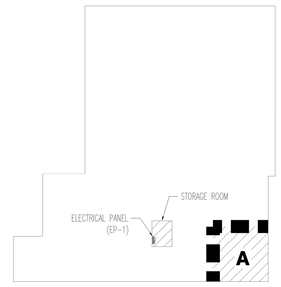
E0.10



1 FIRST FLOOR PLAN - ELECTRICAL - LIGHTING
1/4" = 1'-0"

ELECTRICAL KEY NOTES:

1. RELOCATED 2x4 FIXTURE. TIE INTO EXISTING SWITCHED LIGHTING CIRCUIT FOR MAIN OPEN OFFICE AREA.
2. RELOCATED EXIT LIGHT. COORDINATE EXACT LOCATION WITH EXISTING LIGHTING. TIE INTO UNSWITCHED POWER.
3. FURNISH AND INSTALL WALL MOUNTED OCCUPANCY SWITCH FOR OFFICE LIGHTING.
4. NEW 2x2 LAY-IN LIGHT FIXTURES TO BE LITHONIA BTL2-33L-ADP-LP840 OR EQUAL.
5. EXISTING SWITCH TO REMAIN.



KEY PLAN
N.T.S.

TRIA ARCHITECTURE

MEP/FP CONSULTANT
IDAS ENGINEERING & DESIGN SOLUTIONS, LLC
30 W MONROE ST, SUITE 1410 CHICAGO, ILLINOIS 60603

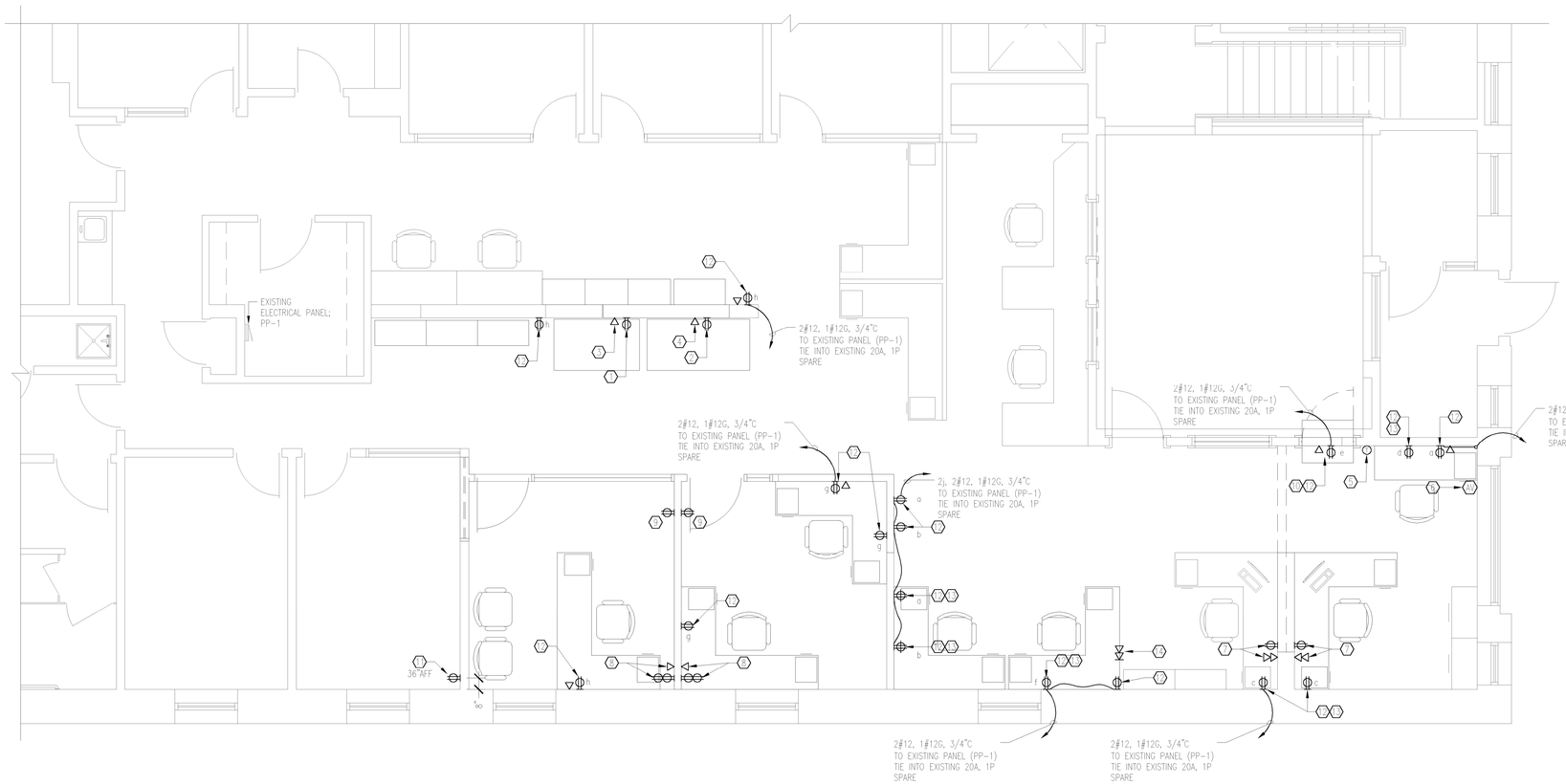
VILLAGE OF LEMONT
2024 VILLAGE HALL RENOVATIONS
418 MAIN STREET
LEMONT, ILLINOIS 60439

REVISIONS:	
1	
2	
3	
4	
5	

PROJECT NUMBER: 23-081
PROJECT MANAGER: RY
DRAWN BY: DAS, LLC
ISSUED FOR BID: 05-02-24

FIRST FLOOR PLAN - ELECTRICAL - LIGHTING

E1.10

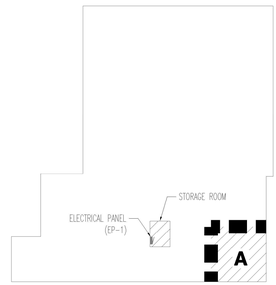


1 FIRST FLOOR PLAN - ELECTRICAL - POWER
1/4" = 1'-0"

ELECTRICAL KEY NOTES:

1. RELOCATED PLOTTER POWER CIRCUIT.
2. RELOCATED PRINTER POWER CIRCUIT.
3. RELOCATED PLOTTER DATA DROP.
4. RELOCATED PRINTER DATA DROP.
5. RELOCATED THERMOSTAT POSITION. DROP ON WALL IN SURFACE MOUNTED RACEWAY WITH SURFACE MOUNTED BOX.
6. RELOCATED AUDIO/VISUAL DEVICE LOCATION. DROP ON WALL IN SURFACE MOUNTED RACEWAY WITH SURFACE MOUNTED BOX.
7. RELOCATED POWER AND DATA DROP TO BE IN SURFACE MOUNTED RACEWAY AND SURFACE MOUNTED BOXES.
8. RELOCATED POWER AND DATA DROP IN NEW WALL.
9. NEW POWER DROP TO BE EXTENDED FROM POWER REMOVED AT EAST WALL OF THIS SPACE.
10. FURNISH AND INSTALL NEW OUTLET AND DATA BELOW COUNTER.
11. EXTEND POWER FROM NEAREST OUTLET TO NEW OUTLET IN SURFACE MOUNTED RACEWAY.
12. RUN NEW CIRCUIT FROM EXISTING PANEL pp-1 IN STORAGE TO NEW OUTLET(S). USE SURFACE MOUNTED RACEWAY ON EXISTING WALLS. TIE TO EXISTING 20A, 1P SPARE CIRCUIT.
13. ABOVE COUNTER OUTLETS.
14. DATA/TELEPHONE TO BE MOUNTED ABOVE POWER OUTLET. BOTH POWER AND DATA TO BE ACCESSIBLE BEHIND CABINET.

NOTE:
CIRCUIT DESIGNATIONS "a", "b", ETC. ARE FOR CLARITY OF DEFINING SEPARATION OF CIRCUITS. ACTUAL FINAL CIRCUIT #'S TO BE DETERMINED BY CONTRACTOR.



KEY PLAN
N.T.S.

TRIA ARCHITECTURE

M.E.P./F.P. CONSULTANT:
OAS ENGINEERING & DESIGN CONSULTANTS, LLC
30 YORKTOWN DR. UNIT 4, PARK RIDGE, ILLINOIS 60068

VILLAGE OF LEMONT
2024 VILLAGE HALL RENOVATIONS
418 MAIN STREET
LEMONT, ILLINOIS 60439

REVISIONS:
1
2
3
4
5

PROJECT NUMBER: 23-01
PROJECT MANAGER: RY
DRAWN BY: OAS, LLC
ISSUED FOR BID: 05-02-24

FIRST FLOOR PLAN - ELECTRICAL - POWER

E2.10

SECTION 004113

BID FORM

THE PROJECT AND THE PARTIES

1.1 NAME OF BIDDER: KRAUSE CONSTRUCTION INC

1.2 TO: CHARLENE SMOLLEN, VILLAGE CLERK
VILLAGE OF LEMONT
418 MAIN STREET
LEMONT, ILLINOIS 60439

A. We as contractor having familiarized ourselves with local conditions affecting the work and with the proposed Contract Documents on file at the office of the Owner, hereby propose to perform everything required to be performed and to provide all of the labor, materials, necessary equipment and all utilities and transportation and services necessary to perform and complete in a workmanlike manner all work required to complete the proposed work indicated in the bidding documents for the construction of the 2024 Village Hall Renovations, all in accordance with the Drawings and Specifications prepared by the office of TRIA Architecture, Inc. including Addenda No. 1, _____ and _____ issued thereto for the sum of:

1. Base Bid for all Work:

   ONE HUNDRED FIFTY TWO THOUSAND SEVEN HUNDRED

   ($ ___,152,700.00)

2. The base bid consists of all Work specified and required by the proposed Contract Documents.

B. Alternate Bids: The undersigned hereby states the net amount of increase or decrease to the Lump Sum Base Bid for the following Alternates as described in Section 012300.

   ALTERNATE NO. 1: **To change the Date of Substantial Completion**

   DEDUCTED from the Lump Sum $ 0.00.

C. Unit Prices: Should additional work of the following categories be required, adjustments will be made to the Contract Sum at the following Unit Prices, which shall include all expenses, including overhead and profit; should less work be required, the Unit Prices will be 15% less the price quoted for additional work.

1. Item: Purchase and install carpet tile to match existing;
   $ 974.40 Per box.
2. Item: Purchase and install Acoustical Ceiling Panels in Existing Grid;
   $ 609.00 Per box.
3. Item: Purchase and install one duplex electrical outlet with up to 20 feet of wiring and conduit;
   $ 572.46 Per outlet.
4. Item: Purchase and install one empty junction box with cover plate with 1" conduit stubbed to above ceiling;
   $ 416.56 Per junction box.

D. Accompanying this proposal is a Bid Security payable to the Village of Lemont, which is agreed will be forfeited to the aforementioned as liquidated damages if the undersigned fails to execute the standard form of Owner/Contractor Agreement (AIA Document A101, 2017 Edition, as modified), which is included herein, and furnish evidence of their ability to become bonded and to provide insurance coverage as specified, within five days after notification of the Intent to Award Contract to the undersigned.

E. In signing and submitting this Bid, the undersigned certifies that all materials and construction to be provided are as indicated in the proposed Contract Documents.

F. Time of Completion: If awarded the Contract, the bidder agrees to complete all Construction Work and achieve Substantial Completion by October 31, 2024, 5:00 p.m. NOTE: Substantial Completion for this project refers to all work being a minimum of 99% complete. Final Completion for this project refers to all scheduled work, punch-list and closeout items being 100% complete.

G. The space below the Specified Substantial Completion Date has been left blank for insertion of the Contractor's own Desired Substantial Completion Date, if he feels that the date (as stated in the specifications) cannot be met. Insertion of a desired date by the bidder does not change the specified Substantial Completion Date unless the Owner chooses to accept the bidder's desired date when awarding the contract.
   1. Specified Substantial Completion Date: October 31, 2024, 5:00 p.m.
   2. Contractor's Desired Substantial Completion Date: OCTOBER 31, 2024.

H. Base Bid Breakdown: For the purpose of logical comparison of orders of magnitude in the bids, the Owner requires a global breakdown of the components of the base bid. Contractors are required to provide this breakdown. Failure to do so will subject the bid to rejection. The sum of the following items must equal the Lump Sum Base Bid.

BREAKDOWN:

Division 01:	General Requirements – Allowances:	$ 20,000.00
Division 01:	General Requirements – O&P:	$ 11,642.00
Division 01:	General Requirements – Remaining Items:	$ 15,711.00
Division 02:	~~Sitework~~: DEMOLITION	$ 9,216.00
	Subcontractor (Legal Name, Address):	SORENSEN CONSTRUCTION 3191 COUNTRY CLUB CT. LAKE CARROLL, IL
Division 03:	Concrete:	$ N/A
	Subcontractor (Legal Name, Address:	
Division 06:	Wood and Plastic:	$ 20,280.00
	Subcontractor (Legal Name, Address):	SORENSEN CONSTRUCTION 3191 COUNTRY CLUB CT. LAKE CARROLL, IL
Division 07:	Thermal and Moisture Protection:	$ N/A
	Subcontractor (Legal Name, Address):	
Division 08:	Doors and Windows:	$ 7,203.00
	Subcontractor (Legal Name, Address):	LAFORCE 7501 S. QUINCY ST SUITE 180, WILLOWBROOK, IL

SECTION 004113

BID FORM

Division 09:	Finishes:	$ 6,650.00
	Subcontractor (Legal Name, Address):	JLDC
	4616 W. 138th ST. CRESTWOOD IL	
Division 12:	Furnishings:	$ 41,500.00
	Subcontractor (Legal Name, Address):	KRAUSE CONSTRUCTION INC
	3330 EDISON AVE BLUE ISLAND, IL	
Miscellaneous	Any items not identified above:	$ 57,498.00
	Subcontractor (Legal Name, Address):	KRAUSE CONSTRUCTION
	3330 EDISON AVE BLUE ISLAND, IL	

TOTAL (Should equal base bid): $ 152,700.00

FIRM NAME: KRAUSE CONSTRUCTION INC

OFFICIAL ADDRESS: 3330 EDISON AVE, BLUE ISLAND IL

Telephone Number: 708-371-9507 Fax Number: _____

Email Address: pruffner@krausecsi.com

By: _____ Date: 06/12/2024
(Signature)

Daniel J Krause
(Printed/Typed Name and Title)

Where the Bidder is a corporation, add Attest

Rachelle Mahoney 6/12/2024 (SEAL)
Secretary (signature) Date

Official Seal
Rachelle Mahoney
Notary Public State of Illinois
My Commission Expires 06/24/2024

CERTIFIED OR CASHIERS CHECK, BID BOND, OR BANK DRAFT ENCLOSED IN THE FOLLOWING AMOUNT: $ 10% .

END OF BID FORM

KRAUSE
CONSTRUCTION

2024 Lemont Village Hall Renovations Clarifications

Division 01 – General Clarifications

1. Proposal excludes any engineering or design services, including engineer stamps, calculations, etc. for all scopes of work.
2. Proposal excludes any testing or inspecting agencies, to be by owner.
3. Proposal includes all work to be performed during normal business hours, 6 am – 2 pm, Monday – Friday. No overtime is included.
4. Proposal excludes any permit costs. Krause will gather required documents and applications and submit for permit.
5. Proposal includes construction clean at the conclusion of the project. Final "White Glove" clean is excluded.
6. Other than the voluntary allowances mentioned below, this proposal includes $20,000 in allowances that were discovered in the specifications. Anything above this amount is excluded.
7. Proposal includes temporary barriers and floor protection.
8. Proposal includes temporary toilets.

Division 02 — Existing Conditions

9. Proposal excludes any removal of asbestos or lead.

Division 03 — Concrete

10. Proposal excludes concrete work.

Division 04 — Masonry

11. Proposal excludes masonry work.

Division 06 – Carpentry

12. Proposal includes drywall, metal framing, in wall insulation.
13. Proposal includes patching of demolition scars.
14. Proposal includes ACT 1.
15. Proposal includes installation of doors, frames, and hardware.
16. Proposal includes in wall blocking.

Division 08 – Opening

17. Proposal includes AWI Quality Certified pre finished wood doors per the specifications.
18. Proposal includes 5/8" tempered glass side lites and ¼" tempered glass door lites.

Division 09 - Finishes

22. Proposal includes painting of walls, soffits, hollow metal frames, and new wood trim.
23. Proposal includes patching subfloor at removed walls as needed for carpet tile install.
24. Proposal includes installation of owner supplied attic stock carpet tiles.
25. Proposal includes furnish and install 4" rubber straight base.

KRAUSE
CONSTRUCTION

26. Proposal includes standard floor prep: single skim coat at carpet locations.
27. Proposal excludes moisture testing and mitigation.

Division 10- Specialties
28. Proposal includes an allowance of $1,000.00 for new metal lettering per key note 14 on A1.1.

Division 21 – Fire Protection
19. Proposal excludes fire protection work per the specifications and drawings.

Division 22 – Plumbing
20. Proposal excludes plumbing work per the specifications and drawings.

Division 23- HVAC
21. Proposal includes installation of new duct work per the drawings.
22. Proposal includes new diffusers and return grilles.
23. Proposal includes test and balancing.

Division 26- Electrical
24. Proposal includes electrical demolition and new work per the drawings.
Proposal includes low voltage work per the drawings.
25. Proposal includes low voltage work per the drawings.

SECTION 004313

BID BOND

1.1 BID BOND INFORMATION

A. KNOW ALL MEN BY THESE PRESENTS, THAT WE Krause Construction, Inc. as Principal, hereinafter called the Principal, and Atlantic Specialty Insurance Company a corporation duly organized under the laws of the State of Illinois as Surety, are held and firmly bound unto Village of Lemont as Obligee, hereinafter called Obligee, in the sum of Ten Percent of Amount Bid----- Dollars ($---10%---), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

B. WHEREAS, the Principal has submitted a bid for: 2024 Village Hall Renovations

C. NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

D. The bid bond must comply with the rating level required for the performance and payment bond as stated in section 11.4 of AIA document A201.

Signed and sealed this 12th day of June, 2024.

Krause Construction, Inc.

(Principal) (SEAL)

Rachelle Mahoney CFO

(Witness) (Title)

Atlantic Specialty Insurance Company

(Surety) (SEAL)

Lucianne Bischoff, Attorney in Fact

Witness for Surety

(Witness) (Title)

Surety Company Acknowledgement

STATE OF **ILLINOIS**
COUNTY OF **COOK** SS:

On this 12th day of June, 2024 before me personally appeared Lucianne Bischoff, to me known, who, being by me duly sworn, did depose and say: that (s)he resides at **Schaumburg, Illinois**, that (s)he is the **Attorney in Fact** of Atlantic Specialty Insurance Company, the corporation described in and which executed the annexed instrument; that (s)he knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that (s)he signed his/her name thereto by like order; and that the liabilities of said corporation do not exceed its assets as ascertained in the manner provided by law.

Samantha Bradtke
Notary Public in and for the above County and State

My Commission Expires: **06/23/25**

OFFICIAL SEAL
SAMANTHA BRADTKE
Notary Public - State of Illinois
My Commission Expires June 23, 2025

intact INSURANCE

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Lucianne Bischoff, Samantha Bradtke, Carol A. Dougherty, Christine Eitel, Courtney A. Flaska, Kirk Liskiewitz, Mike Pohl, Robert B. Schutz, Brien Spoden, James L. Sulkowski**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

By _____
Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA
HENNEPIN COUNTY

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.

ALISON DWAN NASH-TROUT
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2025

_____
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 12th day of June, 2024

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

This Power of Attorney expires
January 31, 2025

_____
Kara Barrow, Secretary

Please direct bond verifications to surety@intactinsurance.com

SECTION 004325

SUBSTITUTION SHEET

1.1 SUBSTITUTION INFORMATION

A. All bids shall be based upon the provisions of the proposed Contract Documents.

B. Bidders desiring to make substitutions for "proprietary brands" specified shall list such proposed substitutions below, together with the amount to be added or deducted from the amounts of their base bids.

C. The Owner reserves the right to reject all such substitutions, and such substitutions will not be used to determine the low bid.

D. Complete descriptions and technical data shall accompany all proposed substitutions.

E. NOTE: Manufacturer's names and material approved by the Architect during the bidding time, but not shown in Addenda, must be listed below if said material is to be considered.

F. BRAND/MAKE SPECIFED	PROPOSED	ADD	DEDUCT
1.	N/A		
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			

NAME OF BIDDER: KRAUSE CONSTRUCTION INC

DATE: 06/12/2024.

END OF SECTION

SECTION 004850

CERTIFICATE OF COMPLIANCE WITH
ILLINOIS DRUG-FREE WORKPLACE ACT

1.1 CERTIFICATE OF COMPLIANCE WITH ILLINOIS DRUG-FREE WORKPLACE ACT INFORMATION

A. KRAUSE CONSTRUCTION INC, Contractor, having 25 employees, does hereby certify pursuant to Section 3 of the Illinois Drug-Free Workplace Act (Ill. Rev. Stat. ch. 127 par. 132.313) that [he, she, it] shall provide a drug free workplace for all employees engaged in the performance of work under the contract by complying with the requirements of the Illinois Drug Free Workplace Act and, further certified, that [he, she, it] is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

B. Firm Name: KRAUSE CONSTRUCTION INC

C. By: _____
(Authorized Agent of Contractor)

SECTION 004860

SUBSTANCE ABUSE PREVENTION POLICY

1.1 SUBSTANCE ABUSE PREVENTION POLICY

A. Pursuant to P.A. 95-0635 (the "Substance Abuse Prevention on Public Works Act"), employees of the Contractor and employees of any Subcontractor are prohibited from the use of drugs or alcohol, as defined in the Act, while performing work on any public works project.

Before the Contractor or Subcontractor commences work, the Contractor and any Subcontractor shall have in place a written Substance Abuse Prevention Program for the prevention of substance abuse among its employees which meets or exceeds the requirements in P.A. 95-0635 or shall have a collective bargaining agreement in effect dealing with the subject matter of P.A. 05-0635.

The Contractor and any Subcontractor shall file with the public body engaged in the construction of the public works: a copy of the substance abuse prevention program along with a cover letter certifying that their program meets the requirements of the Act or a letter certifying that the Contractor or Subcontractor has a collective bargaining agreement in effect dealing with the subject matter of this Act. A certification form is attached and must be completed by the Contractor and each Subcontractor to this Contract.

SECTION 004860

SUBSTANCE ABUSE PREVENTION POLICY

06/12/2024
(Date)

George Schafer, Village Administrator
Village of Lemont
418 Main Street
Lemont, Illinois 60439

Re: Substance Abuse Prevention Program

Pursuant to Public Act 95-0635, the undersigned hereby certifies that it is in compliance with the terms and provisions of the Substance Abuse Prevention on Public Works Act. In particular, the undersigned hereby represents and warrants to the Owner as follows:

[complete either A or B below]

A. The undersigned representative of the Contractor/Subcontractor certifies that the contracting entity has signed collective bargaining agreements that are in effect for all of its employees, and that deal with the subject matter of Public Act 95-0635.

_____
Contractor/Subcontractor (type or print)

_____
Name of Authorized Representative (type or print)

_____
Title of Authorized Representative (type or print)

Date: _____

_____
Signature of Authorized Representative

B. The undersigned representative of the Contractor/Subcontractor certifies that the contracting entity has in place for all of its employees not covered by a collective bargaining agreement that deals with the subject of the Act, the attached substance abuse prevention program that meets or exceeds the requirements of Public Act 95-0635 **[attach a copy of the program]**.

KRAUSE CONSTRUCTION
Contractor/Subcontractor (type or print)

Daniel J Krause
Name of Authorized Representative (type or print)

CEO
Title of Authorized Representative (type or print)

Date: 06/12/2024

Daniel J Krause
Signature of Authorized Representative

SECTION 004870

CERTIFICATE OF COMPLIANCE WITH ILLINOIS HUMAN RIGHTS ACT

1.1 CERTIFICATE OF COMPLIANCE WITH ILLINOIS HUMAN RIGHTS ACT INFORMATION

A. KRAUSE CONSTRUCTION INC, Contractor, does hereby certify pursuant to P.A. 87-1257, the Illinois Human Rights Act, that(he, she, it) has adopted 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 Illinois law; (iii) a description of sexual harassment, utilizing examples; (iv) an employer's internal complaint process, including penalty; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act.

B. Firm Name: KRAUSE CONSTRUCTION INC

C. By: _____
(Authorized Agent of Contractor)

SECTION 004950

BIDDER ELIGIBILITY CERTIFICATION AND NON-COLLUSION AFFIDAVIT

1.1 BIDDER ELIGIBILITY CERTIFICATION AND NON-COLLUSION AFFIDAVIT INFORMATION

A. Public Act 85-1295 (Illinois Revised Statutes, 1987, ch. 38, art. 33E) requires that all contractors bidding for public agencies in the State of Illinois certify that they are not barred from bidding on public contracts for bid rigging or bid rotation.

B. The following certification must be signed and submitted with bidder's bid proposal. FAILURE TO DO SO WILL RESULT IN DISQUALIFICATION OF THE BIDDER.

1. KRAUSE CONSTRUCTION INC, as part of its bid on
(Name of Contractor)
2. Contract for – 2024 Village Hall Renovations, hereby certifies that said contractor is not barred from bidding on the aforementioned contract as a result of a violation of either Section 33E 3 or 33E-4 of Article 33E of Chapter 38 of the Illinois Revised Statutes.
3. The undersigned further certifies and affirms that this proposal was prepared independently for this project and that it contains no fees or amounts other than for legitimate execution of this work as specified and that it includes no understandings or agreements in restraint of trade.

Firm Name: KRAUSE CONSTRUCTION INC

By: _____
(Authorized Agent of Contractor)

CFO
(Title)

Subscribe and sworn to before me

this 12th day of June 2024.

Official Seal
Rachelle Mahoney
Notary Public State of Illinois
My Commission Expires 06/24/2024

Rachelle Mahoney
(Notary Public)

SECTION 004960

FAIR EMPLOYMENT PRACTICES AFFIDAVIT OF COMPLIANCE

1.1 FAIR EMPLOYMENT PRACTICES AFFIDAVIT OF COMPLIANCE

A. THIS AFFIDAVIT MUST BE EXECUTED AND SUBMITTED WITH THE SIGNED CONTRACT FORM. NO CONTRACTS WILL BE ACCEPTED BY THE BOARD OF TRUSTEES OF THE VILLAGE UNLESS SAID AFFADIVIT IS SUBMITTED CONCURRENTLY WITH THE CONTRACT.

Daniel J Krause
(Name)

being first duly sworn, deposes and says that he/she is the

CEO
(Title)

of KRAUSE CONSTRUCTION INC.
(Name of Company)

and that he/she has the authority to make the following affidavit that he/she has knowledge of the Village Bid Specifications and Documents relating to Fair Employment Practices and knows and understands the contents thereof: that he/she certifies hereby that is the policy of

KRAUSE CONSTRUCTION INC
(Name of Company)

to recruit, hire. train, upgrade, promote and discipline its employees without regard to race, color, creed, religion, age, sex, or physical mental handicap; and that the Company has and enforces policies which prohibit sexual harassment in the workplace.

(Signature)

SUBSCRIBED and sworn to before me
this 12th day of June 2024

Official Seal
Rachelle Mahoney
Notary Public State of Illinois
My Commission Expires 06/24/2024

Rachelle Mahoney
(Notary Public)

SECTION 004970

INDEMNITY HOLD HARMLESS AGREEMENT

1.1 INDEMNITY HOLD HARMLESS AGREEMENT

A. To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the Village its officials, agents and employees against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in anywise accrue against the Village, its officials, agents and employees, arising in whole or in part of in consequence of the performance of this work by the Contractor, its employees, or subcontractors, or which may in anywise result in therefore, except that arising out of the sole legal cause of the Village, its agents or employees, the Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all cost and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the Village, its officials, agents and employees, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.

Contractor expresses, understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its officials, agents and employees as herein provided.

The Contractor further agrees that to the extent that money is due the Contractor, by virtue of this contract as shall be considered necessary in the judgment of the Village may be retained by the Village to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that extent shall have been furnished to the satisfaction of the Village.

CONTRACTOR:

(Signature)

SUBSCRIBED and sworn to before me
this 12th day of June 2024

(Notary Public)

Official Seal
Rachelle Mahoney
Notary Public State of Illinois
My Commission Expires 06/24/2024

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA

AIA Document A305

Contractor's Qualification Statement
1986 EDITION

This form is approved and recommended by the American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by the AIA or AGC.

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO:	Village of Lemont	
ADDRESS:	418 Main Street Lemont, IL 60439	
SUBMITTED BY:	Krause Construction Inc.	Corporation X
NAME:	Daniel J. Krause	Partnership
ADDRESS:	3330 Edison Street Blue Island, Illinois 60406	Individual
		Joint Venture
PRINCIPAL OFFICE:	3330 Edison Street Blue Island, Illinois 60406	Other
Project:	Future Work	

TYPE OF WORK (file separate form for each Classification of Work):

X	General Construction	____	HVAC
____	Plumbing	____	Electrical
____	Other _____ (please specify)		

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1. ORGANIZATION

1.1 How many years has your organization been in business as a Contractor?

39 Years

1.2 How many years has your organization been in business under its present business name?

10 Years

1.2.1 Under what other or former names has your organization operated?

Dan Krause Builders, Inc. (1984)
Krause Construction Services, Inc. (2001)
Krause Construction, LLC (2003)

1.3 If your organization is a corporation, answer the following:

1.3.1	Date of incorporation:	July 14, 2013
1.3.2	State of incorporation:	Nevada
1.3.3	President's name:	Matthew Lepper
1.3.4	Vice-president's name(s):	N/A
1.3.5	Secretary's name:	N/A
1.3.6	Treasurer's name:	N/A

1.4 If your organization is a partnership, answer the following:

1.4.1 Date of organization:

1.4.2 Type of partnership (if applicable)

1.4.3 Name(s) of general partner(s):

1.5 If your organization is individually owned, answer the following:

1.5.1 Date of organization

1.5.2 Name of owner:

1.6 If the form of your organization is other than those listed above, describe it and name the principals:

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2. LICENSING

2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable:

City of Chicago	Blue Island	Joliet
New Lenox	Calumet City	Midlothian
Downers Grove	Oak Lawn	Chicago Ridge
Evergreen Park	Orland Park	Park Ridge
Frankfort	Worth	Alsip
Glenwood	Hazel Crest	Western Springs
Palos Heights	Bolingbrook	Manhattan
Thornton	Wheeling	Mettewa

List jurisdictions in which your organization's partnership or trade name is filed:

3. EXPERIENCE

3.1 List the categories of work that your organization normally performs with its own forces.

Project/Construction Management/Estimating
General Supervision
General Labor/Demolition

3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)

3.2.1 Has your organization ever failed to complete any work awarded to it? No

3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers? No

3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years? No

3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.) No

3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of the project, owner, architect, contract amount, percent complete and scheduled completion date.

3.4.1 State total worth of work in progress and under contract:

$ 13,628,667

AIA DOCUMENT A305© CONTRACTOR'S QUALIFICATION STATEMENT© 1986 EDITION© AIA ®© © 1986
THE AMERICAL INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006
A305-1986 3
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3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of the project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

See Client Portfolio attached as part of this package

3.5.1 State average annual amount of construction work performed during the past five years:

$ 16,789,441

3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

See Principal Individual Qualifications attached as part of this package

4. REFERENCES

4.1 Trade References:

George Roll & Sons 2258 W. Vermont Blue Island, IL 60406	Attn: Brian Roll 708-385-0175
JMC Construction. 10319 Vans Drive, Unit 2B Frankfort, IL 60423	Attn: John Pinto 815-464-1999
GT Mechanical 15729 Annico Drive Homer Glen, IL 60491	Attn: Lisa Thomas 708-645-7400
Palos Electric Company 4630 W. 138th Street Crestwood, IL 60445	Attn: Tom Bulow 708-385-0063

Additional references available upon request

4.2 Bank References:

Old National Bank 7800 W. 95th Street Hickory Hills, IL 60457	Attn: Jack Flemming 708-499-2062

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4.3 Surety:

4.3.1 Name of bonding company: DSP Insurance

4.3.2 Name and address of agent: Kirk Liskiewitz
1900 E. Golf Road, Suite 650
Schaumburg, IL 60173

5. FINANCING

5.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

Other Assets;

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

5.1.2 Name and address of firm preparing attached financial statement, and date thereof:

Statement to be provided upon request
Rachelle Mahoney
Krause Construction
3330 Edison Street
Blue Island, Illinois 60406

5.1.3 Is the attached financial statement for the identical organization named on page one?

Yes, if requested

5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

5.2 Will the organization whose financial statement is attached, act as guarantor of the contract for construction?

Yes

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6. SIGNATURE

6.1 Dated at this 5th
6.2 day of June, 2024
6.3

Name of Organization: Krause Construction

By: Daniel J. Krause

Title: CEO

6.2 Mr. Daniel J. Krause being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this 5th day of June, 2024

Notary Public: Rachelle Mahoney

My Commission Expires: June 24, 2024

Official Seal
Rachelle Mahoney
Notary Public State of Illinois
My Commission Expires 06/24/2024

AIA CAUTION: You should sign an original AIA document which has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced.

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Equal Employment Opportunity

Krause Construction provides equal employment opportunities (EEO) to all employees and applicants for employment without regard to race, color, religion, sex, national origin, age, handicap, or status as a Vietnam-era or special disabled veteran in accordance with applicable federal state and local laws governing nondiscrimination in employment. This policy applies to all terms and conditions of employment, including, but not limited to, hiring, placement, promotion, termination, layoff, recall, leaves of absence, compensation and training.

Further, Krause Construction is committed to a comprehensive program of affirmative action to insure access, equality, and fairness in employment for minorities, women, the handicapped, and Vietnam-era and special disabled veterans. Krause Construction expressly prohibits any form of unlawful employee harassment based on race, color, religion, sex, national origin, age, handicap, or status as a Vietnam-era or special disabled veteran.

CLIENT PORTFOLIO

HIGHER EDUCATION

Governors State University University Park, IL	Social Justice Institute General Contract (**in progress**)	$ 2,360,646.00
IL Institute of Technology Chicago, IL	McCormick Dining Facility General Contract (2019)	$ 472,072.00
	Herman Hall Hood Replacement General Contract (2020)	$ 347,597.00
Moraine Valley Comm College Palos Hills, IL	Building B X-Ray Renovation General Contract (2023)	$ 148,144.00
	NDT Lab General Contract (**in progress**)	$ 125,952.00

FOOD SERVICE INDUSTRY

Nature's Fynd Chicago, IL	Hygienic Zone Improvements General Contract (2023)	$ 979,999.00
Connie's Pizza Chicago, IL	Kitchen Renovation General Contract (2018)	$ 97,679.00
	Freezer / Drive-Thru Addition General Contract (2019)	$ 1,445,091.00
Richelieu Foods Wheeling, IL	White Eagle – Crust Line General Contract (2020)	$ 3,353,639.00
	Office Renovation General Contract (2021)	$ 1,197,908.00
	Line 4 Expansion General Contract (2022)	$ 9,714,230.00
	Beaver Dam IMP Ceiling Replacement General Contract (2021)	$ 310,153.00
	Spiral Freezer General Contract (2021)	$ 365,984.00
Coolab Foods LLC Franklin Park, IL	Freezer / Cooler Renovation General Contract (2022)	$ 3,209,672.00
Al Gelato Franklin Park, IL	New Location Renovation General Contract (2018)	$ 928,247.00
Nino's Pasta LLC Bloomingdale, IL	New Location Renovation General Contract (2018)	$ 12,105,054.00

Popeye's Summit, IL	New Store Location General Contract (2017)	$ 2,295,627.00
Popeye's Lansing, IL	New Store Location General Contract (2018)	$ 2,147,565.00

HEALTH CARE INDUSTRY

Advocate Good Samaritan Hospital Downers Grove, IL	Spine Center / IL Bone & Joint General Contract (2020)	$ 649,574.00
	Pharmacy Renovation General Contract (2019)	$ 309,698.00
	POB Breast Center Renovation General Contract (**in progress**)	$ 525,992.00
	ED Exam Room Renov – Phase II General Contract (2018)	$ 202,029.00
	ED Triage General Contract (2020)	$ 120,282.00
	Pharmacy Med Carousel General Contract (2020)	$ 333,430.00
Advocate Lutheran General Hospital Park Ridge, IL	Pharmacy Med Carousel General Contract (2021)	$ 439,440.00
	Fluoroscopy Renovation General Contract (2020)	$ 115,693.00
	CAC Pharmacy Renovation General Contract (2020)	$ 227,773.00
	Main Pharmacy Renovation General Contract (2020)	$ 141,501.00
Advocate Medical Group Downers Grove, IL	AMG Good Sam POB Suite 5H/5M General Contract (2022)	$ 895,066.00
	Parkside 5th & 6th Floor Bathrooms General Contract (2021)	$ 427,953.00
	Knapp Center Acquisition General Contract (2021)	$ 314,187.00
	AMG Plainfield Parking Lot General Contract (2021)	$ 129,771.00

	Multi-Site Telepresence General Contract (2018)	$ 218,366.00
	AMG Parkside Suite 660 General Contract (2019)	$ 242,812.00
	AMG Parkside Suite 610/640 General Contract (2019)	$ 259,309.00
	AMG Parkside Suite 145 MFM General Contract (2023)	$ 1,619,293.00
	AMG Elgin Suite 260 Office General Contract (2023)	$ 33,797.00
	AMG 890 Garfield General Contract (2018)	$ 220,555.00
	AMG 890 Garfield Suite 103 General Contract (2019)	$ 515,528.00
Advocate Dreyer Medical Aurora, IL	Oncology Hood General Contract (2020)	$ 693,505.00
	Oswego PT Renovation General Contract (2019)	$ 152,383.00
Advocate Condell Medical Gurnee, IL	Gurnee CT Replacement General Contract (2022)	$ 264,406.00
	Steris Trailer General Contract (2021)	$ 689,200.00
	SIM Lab General Contract (2019)	$ 1,169,081.00
	Sterilizer Replacement General Contract (2022)	$ 1,157,010.00
Edward Elmhurst Hospital Oak Park, IL	Suite 150 Renovation General Contract (2022)	$ 217,645.00
Heart Care Centers of IL	Ambulatory Surgical Treatment General Contract (2019)	$ 1,038.051.00
Edwards-Elmhurst Healthcare	Plainfield Bldg. B Renovation General Contract (2020)	$ 288,105.00
Access Community Health	Arlington Heights Renovation General Contract (**in progress**)	$ 3,508,988.00
	Blue Island Renovation General Contract (**in progress**)	$ 2,889,852.00

University Of Chicago	Cal City FCC 2nd Floor Oncology General Contract (2023)	$ 435,606.00
	CCD CSP Equipment Replacement General Contract (**in progress**)	$ 1,326,366.00

COMMERCIAL CONSTRUCTION

Impact Networking Bolingbrook, IL	Office Renovation General Contract (2021)	$ 3,378,927.00
	New Security Operations Bldg. General Contract (2022)	$ 8,706,852.00
One Digital Chicago, IL	Tenant Relocation General Contract (2024)	$ 1,126,176.00
City of Brookfield Brookfield, IL	Public Works Bldg. Roof General Contract (2024)	$ 220,580.00
Village of Orland Park Orland Park, IL	FLC Renovation General Contract (2024)	$ 589,068.00
Village of Orland Park Orland Park, IL	Athletics Operations Bldg. General Contract (**in progress**)	$ 2,890,871.00
CBRE – Impact Networking Chicago, IL	150 N Michigan – Office Renovation General Contract (2022)	$ 1,965,975.00
JLL - State of Illinois Chicago, IL	555 Monroe Building Renovation General Contract (2023)	$ 4,109,385.00
Seneca Petroleum Crestwood, IL	New Headquarters General Contract (2019)	$ 3,886,732.00
DeLaney, DeLaney & Voorn Oak Brook, IL	Office Multi Suite Renovation General Contract (2019)	$ 1,081,742.00
J & J Snack, LLC Alsip, IL	Nitrogen Pad General Contract (2019)	$ 75,139.00
	Freezer Floor General Contract (2019)	$ 27,719.00

CLIENT REFERENCES

Advocate Health Care
Attn: Gary Pece
3075 Highland Parkway
Downers Grove, IL 60515

Phone: 630-275-2051

Email: gary.pece@aah.org

Elmhurst Hospital
Attn: Dave Lutz
155 E. Brush Hill Road
Elmhurst, IL 60126

Phone: 331-221-0635

E-Mail: dlutz@emhc.org

Shirley Ryan Ability Lab (RIC)
Attn: Lamar Davis
355 E. Erie Street
Chicago, IL 60611

Phone: 773-619-4346

E-Mail: ldavis@ric.org

Bathing Brands
Attn: Dave Sadowski

Phone: 847-971-2406
E-Mail: dsadowski@accurateindustries.com

Miniat
Attn: Kevin Antonelli
16250 S. Vincennes Road
South Holland, IL 60473

Phone: 708-589-2489

E-mail: kantonelli@miniat.com

University of Chicago
Attn: Alder DeRose
850 E. 58th Street; 4th Floor (MC0953)
Chicago, IL

Phone: 773-834-5222

E-mail: alder.derose@uchicagomedicine.org

IWS Family Health
Attn: Jerry Isikoff
3600 W. Fullerton Avenue
Chicago, IL 60647

Phone: 773-782-5023

E-Mail: IsikoffJ@iwsfamilyhealth.org

JLL
Attn: Terry McGuffage

Chicago, IL

Phone: 773-255-3852

E-Mail: Terry.McGuffage@jll.com

CBRE
Attn: Cara Dunleavy
Chicago, IL

Phone: 708-574-3913

E-Mail: Cara.Dunleavy@cbre.com

Impact Networking
Attn: Mike Borchew
Lake Forest, IL 60045

Phone: 312-940-8731

E-Mail: mborchew@impactnetworking.com

Richelieu Foods
Attn: Eric Konken
Wheeling, IL 60090

Phone: 217-418-9818

E-Mail: ekonken@richelieufoods.com

One Digital
Attn: Stan Bukowski
Chicago, IL

Phone: 708-205-6037

E-Mail: stan.bukowski@onedigital.com

Mondelez Attn: Dennis Garrison	Phone: 616-392-2383 E-mail: dennis.garrison@mdlz.com
Nippon USA Attn: Michael Dwyer	Phone: 708-868-7245 E-mail: Michael.dwyer@nipponpaint.us
Miracapo Pizza Attn: Anthony Raschillo	Phone: 847-631-7266 E-mail: araschillo@miracapopizza.com

ARCHITECT / DESIGN/BUILD AFFILIATIONS

Jensen & Halstead Ltd.
Attn: Mr. David Dastur
358 West Ontario Street
Chicago, IL 60654

Phone: 312-664-7557

E-Mail: ddastur@jensenandhalstead.com

SMNG-A Architects.
Attn: Todd Niemiec
936 W. Huron St.
Chicago, IL 60642

Phone: 312-829-3355

E-Mail: tniemiec@smng-arch.com

Anderson Mikos Architects
Attn: Mr. George Franceshina
1111 22nd Street
Suite 315
Oak Brook, IL 60523

Phone: 630-573-5149

E-Mail: grfanceschina@andersonmikos.com

MG2A
Attn: Mr. Brian Hertz
25620 S. Gougar Road
Manhattan, IL 60442

Phone: 815-478-9680

E-Mail: bhertz@mg2a.com

Partners in Design
Attn: Werner Brisske
2610 Lake Cook Road
Suite 280
Riverwoods, IL 60015

Phone: 847-940-0300

E-Mail: wernerb@pidarchitects.com

RKG Design Group LLC
Attn: Mr. Bob Goes
15255 S. 94th Avenue
Orland Park, IL 60462

Phone: 708-403-1812

E-Mail: bgoes@rkgdesigngroup.com

HED
Attn: Mr. Aaron Shephard
1 East Wacker Drive, Suite 200
Chicago, IL 60601

Phone: 312-952-2560

PRINCIPAL INDIVIDUAL QUALIFICATIONS

Daniel J. Krause – CEO

General Qualification Summary

Founder and CEO of Krause Construction with over thirty years of experience in the development and construction of a variety of Health Care, Commercial and Residential projects. Specialized in the Health Care and Food Service Industry with an extensive background in land acquisition, land planning and facility management.

Employment

1984 – Present	Krause Construction President
1984 – 2001	Popeye's Chicken & Biscuits Franchise Owner / Operator
1980 – 1984	Palos Electric Company Journeymen Electrician; I.B.E.W. Local #124
1976 – 1980	National Electric Company Apprentice Electrician

Professional Licenses

State of Illinois Licensed Electrician

Professional Affiliations

2005 – Present	Blue Cap; Current Board Member
2005 – Present	American Heart Association; Current Heart Ball Board Member
2005 – Present	BI Community HealthCare Foundation (formerly St. Francis Hospital); Current Foundation Board Member

Certifications/Memberships

American Society for Healthcare Engineering (ASHE)
Hospital Engineers Society of Northern Illinois (HESNI)

Project Experience

Please reference Client Portfolio included as part of this package

Matt Lepper – President

General Qualification Summary

Outcome-oriented, hands-on construction project manager with more than 5 years of experience in the healthcare construction industry. Verifiable track record for the successful completion of projects from coordinating through developing partnerships and building positive rapport with architects, local officials, vendors and clients while maintaining costs. Versed in contract negotiations, project estimating, document preparation, building requirements and permit process, material purchasing and site management through occupancy. Proven success in planning, construction and completion of projects ranging in cost from $60M to $1.5 Billion.

Employment

2018 – Present	Krause Construction Project Manager
2018 – 2017	Power Construction Project Manager
2017 – 2016	Power Construction Asst. Project Manager
2016 – 2013	Power Construction Project Engineer
2013 – 2012	Kiewit Southwest District Estimator

Education

BA – Construction Management – December 2011 – Western IL University
Minor in Finance

Project Experience

905 Orleans – 18 Story Apartment Building	$ 56,000,000
IIT Kaplan Innovation Center	$ 30,000,000
Advocate South Suburban Hospital Procedural Center	$ 51,000,000
Loyola CTRE	$ 109,000,000
DOT SOC Cybersecurity	$ 8,565,992
Richelieu Line 4 Addition	$ 9,023,160
State of IL 555 Monroe Floor Renovations	$ 4,109,385

Stephen Adamson – Sr. Project Manager / Health Care / Commercial

General Qualification Summary

Knowledgeable in all aspects of construction management. Specializes in pre-construction, safety audits, RFI's and the close-out process.

Employment

2020 – Present	Krause Construction Project Manager
2020– 2014	James McHugh Construction Asst. Project Manager

Education

BA – Construction Management – Purdue University

Project Experience

Lutheran General Parkside Suite 145 Renovation	$ 1,591,585
AMG Oak Lawn BlueStone Suites	$ 533,320
Advocate Good Sam POB 5H/5M Suite Renovation	$ 901,897
Lutheran General Parkside 5th & 6th Floor Bathrooms	$ 427,953

Bruce Sorensen – Project Manager / Commercial

General Qualification Summary

Experienced and results-driven Project Manager with proven expertise in maximizing productivity and safeguarding all project milestones and standards. Qualifications include: Multiple, multi-million dollar project planning/coordination, including design, definition of project scope, construction site supervision/inspection, budgeting, cost containment and expediting on-time completion. Development of action plans and the coordination of all associated resources and professional services to maintain compliance with contract specifications. All aspects of the bidding process, proposal development/review and contract negotiation/administration. Materials management and promoting full resource utilization. Manpower planning and strong team building, leadership, motivation.

Employment

1999 – Present	Krause Construction Project Manager/Field Superintendent
1994 – 1999	Meadow Brook Golf Corporation Facilities Project Manager
1987 – 1994	Venterra Sales & Management Corporation Construction Project Manager
07/2005 – 12/2005	Ceco Concrete Construction Construction Engineer/Intern

Education

1974-1986 Carpenter Apprentice/Foreman for General Contractors in Chicago Area

Project Experience

Please reference Client Portfolio included as part of this package. Bruce has assisted with and/or developed and overseen some of the Health Care projects listed since joining the company in 1999, here are a few projects he has managed.

Holly Court, 10-story congregate care facility Oak Park IL

Single story & multi story adult living facilities Chicago Heights & Chicago IL

Advocate Hospital multiple interior renovations Chicago area.

Additions & Interior Renovations for Manor Care Palos Heights IL & Elk Grove Village IL

Access Community Health 6000 s.f. addition & interior renovations

St. Francis Hospital, Blue Island IL, New CATH Lab

Tom Beltrame – Project Superintendent

General Qualification Summary

Professional site manager (29 years) with proven proficiency in OSHA compliance, crew supervision and cost control. Committed to on-time project completions, cost effective budgeting and superb work quality.

Employment

2020 – Present	Krause Construction Project Superintendent
2016 – 2020	Leopardo Construction Project Superintendent
2015-2016	Weiss Construction Project Superintendent
2013-2015	Valenti Builders Project Superintendent
1992-2013	Pepper Construction Carpenter, Carpenter Foreman, Superintendent

Education

Chicago District Council of Carpenters Trade School

Project Experience

Oak School District 68	100000 SF Remodel	$	2,500,000
Hill Mechanical build out	New fab warehouse / office	$	3,500,000
Morgan Stanley Call Center Utah	Data Center Mission Critical	$	2,000,000
Searle Hall Northwestern	4 level addition 55000SF remodel	$	26,000,000
3 Harris Banks	New Construction	$	6,000,000
Wintrust Bank	New Construction Lead Silver	$	3,000,000
Harley Davidson	Tenant Build out	$	1,200,000
Lowes Home Improvement	New Construction 100000SF	$	6,000,000
Lexus of Naperville	Exterior remodel	$	800,000
2 Biomat Plasma Centers	Tenant Build out	$	4,000,000
2 Clear Choice Dental	Tenant Build out	$	3,500,000
Dry Goods Nashville TN	Tenant Build out	$	1,750,000
Advocate Health Care	Call Center Build out	$	2,000,000
McMaster Carr	Data Center Mission Critical	$	2,500,000

Dave VanVossen – Project Superintendent

General Qualification Summary

Professional site manager with proven proficiency in OSHA compliance, crew supervision and time management. Committed to on-time project completions, cost effective budgeting and superb work quality.

Employment

2024 – Present	Krause Construction Project Superintendent
2024 – 2019	CCC Holdings, Inc. Superintendent / Safety Coordinator
2019 - 2016	Morgan Harbor Project Superintendent
2016 - 2015	Express Kitchen and Bath Carpenter
2015 - 2013	Durkin Construction Carpenter Foreman

Project Experience

UIC Neuropsychiatric Institute	Façade Restoration	$	15,000,000
UIC Biological Research Lab	Mechanical Upgrade	$	14,500,000
Crete Monee District 201	Ground Up Addition	$	13,000,000
UIC Flames Field	Soccer Field Renovation	$	5,500,000
NorthPark University	Student Housing Renovation	$	600,000
UIC Parking Garage	6 Story Parking Garage Renovation	$	4,500,000
UIC Lecture Center	Renovation	$	1,500,000
Centrepoint Land Dev	Farmland Redevelopment	$	8,500,000
Prime Medical Imaging	Tenant Build out	$	4,500,000
IHerb Food Grade	Tenant Build out	$	8,000,000
Wells Fargo	Office Build out	$	2,200,000

418 Main Street | Lemont, IL 60439

TO: Village Board Meeting
FROM: Jason Berry, Community Development
THROUGH:
SUBJECT: A Resolution Authorizing a Reduction of a Letter of Credit for Lenny's Gas N Wash Archer, LLC
DATE: July 22, 2024

SUMMARY/BACKGROUND
Leonard McEnery, on behalf of Gas N Wash, has requested a reduction in their Letter of Credit for improvements at the Gas N Wash fuel center (Lot 1 in Colton Subdivision) from $847,130.00 to $115,972.70. This is the first reduction request.

ANALYSIS
The Letter of Credit reduction is consistent with Section 17.23.020.F.2 of the Unified Development Ordinance (UDO). The reduction request has been reviewed and accepted by the Village Engineer

Consistency with Village Policy

STAFF RECOMMENDATION
Approve the Resolution.

BOARD ACTION REQUESTED
Motion to Approve the Resolution.

ATTACHMENTS
A Resolution Authorizing a Reduction of a Letter of Credit for Lenny's Gas N Wash Archer, LLC

VILLAGE OF LEMONT

RESOLUTION
NUMBER R-___-24

A RESOLUTION AUTHORIZING A REDUCTION OF A LETTER OF CREDIT FOR LENNY'S GAS N WASH ARCHER, LLC

JOHN EGOFSKE, Village President
CHARLENE M. SMOLLEN, Clerk

JANELLE KITTRIDGE
DAVE MAHER
KEN MCCLAFFERTY
KEVIN SHAUGHNESSY
RICK SNIEGOWSKI
RON STAPLETON
Trustees

Published in pamphlet form by authority of the Village President and Board of Trustees of the Village of Lemont on _____-_____-2024

RESOLUTION NO. R-___-24

A RESOLUTION AUTHORIZING A REDUCTION OF A LETTER OF CREDIT FOR LENNY'S GAS N WASH ARCHER, LLC

WHEREAS, pursuant to the Lemont Unified Development Ordinance of 2008 ("UDO"), an owner or developer of a subdivision is required to deposit certain security or evidence thereof with the Village of Lemont to guarantee the installation of public improvements; and

WHEREAS, in the matter of the Gas N Wash (Colton) subdivision located west of Archer Avenue in Lemont, CNB Bank and Trust issued an Irrevocable Letter of Credit No. 20231687 in the amount of $847,130.00 and was deposited with the Village of Lemont to guarantee completion of subdivision improvements; and

WHEREAS, Leonard McEnery, on behalf of Gas N Wash, the developer of the Gas N Wash (Colton) subdivision, has completed certain improvements and has requested a reduction in the aforementioned letter of credit; and

WHEREAS, the Village Engineer of the Village of Lemont has inspected certain portions of the improvements and has found these portions to have been satisfactorily installed.

NOW, THEREFORE BE IT RESOLVED by the Village President and Board of Trustees of the Village of Lemont, Cook, Will, and DuPage Counties, Illinois, as follows:

SECTION 1: RECITALS

That the above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

SECTION 2:

Irrevocable Letter of Credit No. 2023168 is hereby reduced to a balance of $115,972.70.

APPROVED this _____ day of _____, 2024.

PASSED AND APPROVED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DUPAGE, ILLINOIS, ON THIS _____ DAY OF _____, 2024.

VILLAGE PRESIDENT AND VILLAGE BOARD MEMBERS:

	AYES:	NAYS:	ABSENT:	ABSTAIN:
Janelle Kittridge	_____	_____	_____	_____
Dave Maher	_____	_____	_____	_____
Ken McClafferty	_____	_____	_____	_____
Kevin Shaughnessy	_____	_____	_____	_____
Rick Sniegowski	_____	_____	_____	_____
Ron Stapleton	_____	_____	_____	_____

Approved:

_____
John Egofske, Village President

Attest:

_____
Charlene M. Smollen, Village Clerk

418 Main Street | Lemont, IL 60439

TO: Village Board Meeting
FROM: Janet Schatz, Administration
THROUGH:
SUBJECT: Proclamation for Tom's Place on 100th Anniversary
DATE: July 22, 2024

SUMMARY/BACKGROUND

ANALYSIS

Consistency with Village Policy

STAFF RECOMMENDATION
Motion and VV

BOARD ACTION REQUESTED
Motion and VV

ATTACHMENTS

418 Main Street | Lemont, IL 60439

TO: Village Board Meeting
FROM: Linda Molitor, Administration
THROUGH:
SUBJECT: Mayor's Mention
DATE: July 22, 2024

SUMMARY/BACKGROUND

ANALYSIS

Consistency with Village Policy

STAFF RECOMMENDATION

BOARD ACTION REQUESTED

ATTACHMENTS

418 Main Street | Lemont, IL 60439

TO: Village Board Meeting
FROM: Jamie Tate, Community Development
THROUGH: Jason Berry, CEcD, AICP, Economic & Community Development Director
SUBJECT: An Ordinance Rezoning 7.19-Acres of Property Located at 12935 Main Street in Lemont, Illinois (Gas N Wash)
DATE: July 22, 2024

SUMMARY/BACKGROUND
Gas N Wash, owner of the property, has applied for rezoning from M-1 (Light Manufacturing District) to B-3 (Arterial Commercial District) for the 7.19-acre parcel adjacent to their fuel station development located at 12935 Main Street. They intend to construct an ancillary parking lot to serve the existing fuel station development that can park large vehicles such as trucks, trailers and RVs. Large vehicle parking is allowed in the B-3 zoning district with hour restrictions when it is accessory to an allowed use.

ANALYSIS
Comprehensive Plan
The subject property is Community Retail (CR) in the Lemont 2030 Comprehensive Plan. The rezoning is in line with the Comprehensive Plan.

Planning & Zoning Commission (PZC)
The PZC held a public hearing to discuss the rezoning for the parking lot on July 10, 2024. The PZC recommended (4-0) to approve the rezoning with conditions incorporated into the ordinance.

Committee of the Whole
The rezoning of the subject property was discussed at the COW Meeting held on July 15, 2024.

Consistency with Village Policy
Lemont 2030 Comprehensive Plan

STAFF RECOMMENDATION
Staff is recommending approval of the attached ordinance.

BOARD ACTION REQUESTED
A motion to approve the attached ordinance.

ATTACHMENTS
An Ordinance Rezoning 7.19 Acres of Property Located at 12935 Main Street in Lemont, Illinois (Gas N Wash)

VILLAGE OF LEMONT

ORDINANCE
NUMBER O-___-24

AN ORDINANCE REZONING 7.19 ACRES OF PROPERTY LOCATED AT 12935 MAIN STREET IN LEMONT, ILLINOIS

(GAS N WASH)

JOHN EGOFSKE, Village President
CHARLENE M. SMOLLEN, Clerk

JANELLE KITTRIDGE
DAVE MAHER
KEN MCCLAFFERTY
KEVIN SHAUGHNESSY
RICK SNIEGOWSKI
RON STAPLETON
Trustees

Published in pamphlet form by authority of the Village President and Board of Trustees of the Village of Lemont on 7-___2024

ORDINANCE NO. O-_____-24

AN ORDINANCE REZONING 7.19 ACRES OF PROPERTY LOCATED AT 12935 MAIN STREET IN LEMONT, ILLINOIS

(GAS N WASH)

WHEREAS Len Mcenery of Gas N Wash (hereinafter referred to as the "Petitioner") is the owner of the subject property covering approximately 7.19-acres located at 12935 Main Street (hereinafter referred to as the "Subject Property") described and depicted as Lot 3 in Exhibit A; and

WHEREAS the Petitioner applied pursuant to the provisions of the Lemont, Illinois Municipal Code, Title 17 Unified Development Ordinance for a zoning map amendment from M-1 to B-3 for the Subject Property; and

WHEREAS the Planning & Zoning Commission of the Village of Lemont, Illinois conducted a public hearing on July 10, 2024 for the rezoning request and voted 4-0 to recommend approval with conditions incorporated into this ordinance; and

WHEREAS the Village of Lemont, Counties of Cook, Will and DuPage, Illinois, ("the Village") is a municipality in the state of Illinois with full powers to enact ordinances and adopt ordinances for the benefit of the residents of the Village; and

WHEREAS, the Village and applicant have complied with the statutory procedures and requirements for rezoning of the Subject Property, defined as the 7.19 acres included in this ordinance.

NOW THEREFORE, be it ordained by the President and Board of Trustees of the Village of Lemont, Cook, DuPage and Will County, Illinois as follows:

SECTION 1: That the above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof as if fully set forth in their entirety.

SECTION 2: The subject property, described as Lot 3 in Exhibit A, is rezoned from M-1 to B-3 District in conformance with Village's Unified Development Ordinance. The zoning map of the Village of Lemont is hereby amended in accordance with the provision of this Ordinance.

SECTION 3: The rezoning to B-3 for the Gas N Wash ancillary parking lot shall have the following conditions:

1. **General Conditions**. Unless otherwise approved by the Village Board, the subject property shall be developed and maintained in accordance with the Lemont, Illinois Municipal Code and this Ordinance.
2. **Specific Conditions**. Appropriate signage approved by the Economic & Community Development Director indicating 'no idling', maximum parking hours and no overnight parking shall be installed prior to completion/certificate of occupancy for the large vehicle parking lot. A safe pedestrian path from the parking lot to the Gas N Wash convenience store shall be provided/installed with the site development permit for the parking lot.

SECTION 4: This ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

SECTION 5: If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this ordinance.

SECTION 6: All ordinances in conflict herewith are hereby repealed to the extent of such conflict.

ADOPTED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DUPAGE, ILLINOIS, ON THIS _____ DAY OF JULY 2024.

PRESIDENT AND VILLAGE BOARD MEMBERS:

	AYES:	NAYS:	ABSENT:	ABSTAIN:
Janelle Kittridge	_____	_____	_____	_____
Dave Maher	_____	_____	_____	_____
Ken McClafferty	_____	_____	_____	_____
Kevin Shaughnessy	_____	_____	_____	_____
Rick Sniegowski	_____	_____	_____	_____
Ron Stapleton	_____	_____	_____	_____

_____
John Egofske, Village President

Attest:

_____
Charlene M. Smollen, Village Clerk

Exhibit A

Legal Description (Lot 3)

FINAL PLAT OF
COLTON SUBDIVISION

OF

THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13 AND THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TOTAL LAND AREA = 719,942 SF OR 16.52 ACRES MORE OR LESS

P.I.N. 22-13-302-003
22-13-302-004
22-13-302-005
22-13-302-009
22-14-401-009
22-14-401-010
22-14-401-017
22-14-401-023
22-14-401-024
22-14-401-028
22-14-401-029
22-14-401-032

UPON RECORDING,
MAIL TO VILLAGE OF LEMONT
418 MAIN STREET
LEMONT, IL 60439

SEND TAX BILL TO

ACCESS NOTES

THERE SHALL BE AT MOST ONE (1) DIRECT VEHICULAR ACCESS POINT ALONG ILLINOIS ROUTE 83 LOCATED ON THE COMMON LOT LINE OF LOT 1 AND LOT 2 SERVING THE COLTON SUBDIVISION, AS DEPICTED HEREON.

THERE SHALL BE AT MOST ONE (1) DIRECT VEHICULAR ACCESS POINT ALONG MAIN STREET SERVING LOT 1 AS DEPICTED HEREON.

ALL OTHER VEHICULAR ACCESS TO ILLINOIS ROUTE 83 AND TO MAIN STREET SHALL BE VIA INTERNAL CIRCULATION.

50' 25' 0 50'
1" = 50 FEET

BASIS OF BEARING:
WEST LINE OF THE SOUTHEAST 1/4 OF SECTION 13-37-11 AS FOUND MONUMENTED.
N 01°38'23" E (ASSUMED)

LOT 1
290,734 SF OR
6.67 ACRES

LOT 2
118,212 SF OR
2.71 ACRES

LOT 3
313,278 SF OR
7.19 ACRES

LOT 5
DOOLIN & KIRK'S RESUB.

DOOLIN & KIRK'S RESUBDIVISION DOC. 1149383

PARCEL 1, PARCEL 2, PARCEL 3, PARCEL 4, PARCEL 5, PARCEL 6, PARCEL 7, PARCEL 8, PARCEL 9, PARCEL 10, PARCEL 11, PARCEL 12, PARCEL 13, PARCEL 14

LOT 1 DOOLIN & KIRK'S RESUB.

LOT 2, LOT 9, LOT 10, LOT 11

BELL ROAD

MAIN STREET (R.O.W. VARIES)

LOT 1, LOT 2, LOT 3

CHRISTIAN BOE'S SUBDIVISION DOC. 52612

COUNTY CLERK'S DIVISION DOC. 269297

℄ STATE ROUTE 83 (STATE ROUTE NO. 4-11)

OLD ARCHER AVENUE

℄ CHICAGO — JOLIET ROAD
SAG - LEMONT ROAD

COMMONWEALTH EDISON RIGHT OF WAY

NORTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 14-37-11
NORTH LINE OF LOT 2 IN DOOLIN & KIRK'S RESUBDIVISION

WEST LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 14-37-11
WEST LINE OF COMMONWEALTH EDISON EASEMENT

EAST LINE OF 150' COMMONWEALTH EDISON EASEMENT
LYING 150.00' EAST OF THE WEST LINE OF
THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 14-37-11

WEST LINE OF THE EAST HALF OF LOT 2 OF DOOLIN & KIRK'S RESUBDIVISION

EASEMENT/RIGHT OF WAY PER DOCS 86628706 & 87045408

10' EASEMENT TO COMMONWEALTH EDISON & ILLINOIS BELL TELEPHONE COMPANY PER DOC. NO. 86-371637

300' WEST OF AND PARALLEL WITH THE EAST LINE OF LOT 2 IN DOOLIN AND KIRK'S RESUBDIVISION

WEST LINE OF LOTS 9, 10 AND 11 IN COUNTY CLERK'S DIVISION
EAST LINE DOOLIN & KIRK'S RESUB.

EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 14-37-11
WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 13-37-11

EAST LINE OF THE EAST 110.00 FEET OF LOT 9 OF COUNTY CLERK'S DIVISION OF SECTION 13

SOUTH LINE OF LOT 2 IN DOOLIN AND KIRK'S RESUBDIVISION

NORTH LINE OF ILLINOIS DIVISION OF HIGHWAYS ROW PLAT JOB# R-90-088-068

DEED CONVEYED TO THE DEPARTMENT OF PUBLIC WORKS & BUIDINGS OF THE STATE OF ILLINOIS PER DOC. 21062560

SOUTH LINE OF LOT 5 IN DOOLIN & KIRK'S RESUBDIVISION

NORTH LINE OF LOTS 1, 2 & 3 OF CHRISTIAN BOE'S SUBDIVISION

SOUTH LINE OF THE SOUTHEAST 1/4 OF 14-37-11

SOUTH LINE OF THE SOUTHWEST 1/4 OF 13-37-11

SOUTHWESTERLY LINE OF DOC. 12010930

SOUTHWESTERLY LINE OF ROUTE 83 PER DOC. 13010923

ROW TAKEN PER COURT CASE 71 L 81310

ROW TAKEN PER COURT CASE 69 L 13183

ROW TAKEN PER DOC. 21152943

ROW PER COURT DOC. NO 69-L-13183 PARCEL 2, RECORDED FEB. 7, 1972

PART OF PARCELS 3 & 4 TAKEN PER DOC. 1912717041

PART TAKEN PER DOC. 1912717041

SOUTHWEST CORNER OF DOC. 1713509833

INTERSECTION OF DOC. 1913509833 & DOC. 21152943

PUBLIC UTILITY EASEMENT OVER ALL OF PARCEL 13 PER DOC. 2223417014

PUBLIC UTILITY EASEMENT BENEFITING AT&T AND COMED HEREBY GRANTED

PUBLIC UTILITY EASEMENT FOR SANITARY SEWER AND WATER MAIN BENEFITING THE VILLAGE OF LEMONT HEREBY GRANTED

STORMWATER MANAGEMENT EASEMENT HEREBY GRANTED

20'x25' SBC/AMERITECH EASEMENT DOC. 0020095299

5' WIDE ACCESS EASEMENT DOC. 0020095299

EASEMENT L=215.73' RAD=249.70' CHORD S 26°23'23" E 209.08'

EASEMENT 115.11' S 01°38'23" E

VEHICULAR ACCESS POINT

VEHICULAR ACCESS POINT

POB PARCEL 11

POC PARCEL 10

PT

PT

PT

FBIP 0.11' S 0.14' NE

FIR 9/16" 0.27' S ON LINE NE

FIR 9/16" 0.40' NE 0.05' SE

FIR 9/16" 0.71' S 0.49' E

FIR 9/16" 0.14' S & 0.47' E

FOUND NAIL 0.17' SE 0.11' NE

FOUND NAIL 0.15' NE 0.38' E

FOUND NAIL 0.28' NE 0.39' E

FIP 3/4" 0.28' N 0.42' E

FBIP 0.55' S 1.14' W

FIR 9/16" 0.10' N 0.15' E

FIP 1/2" 0.72' S 0.31' E

FBIP 0.18' S 0.25' E

FIP 3/4" 0.12' S 0.22' E

BEND

FIP 3/4" 3.26' N 1.04' W

FOUND NAIL 2.23' N 0.09' E

FIP 3/4" AT CORNER

FIP 1/2" 0.19' S 0.04' E

FIP 1/2" 0.82' E

FIP 1/2" AT CORNER

FOUND CROSS 0.37' S 7.84' W

FIR 5/8" 2.71' S &2.17' E

FIR 5/8" 2.70' S & 5.34' E

FIR 5/8" 2.33' S 0.33' W

FIP 1/2" ON LINE N 3.96' E

FOUND CROSS 0.52' S & 12.38' E

FIP 1/2" 33.00' N 0.53' E

FOUND NAIL 0.07' S 0.16' W

FOUND NAIL 0.23' N 0.11' E

FOUND NAIL 0.48' N 0.04' E

FIR 5/8" 0.06' S 0.06' E

FIR 5/8" 0.55' N 0.11' E

FIR 5/8" 1.95' S 3.32' W

FIR 1/4" 1.70' S 0.37' W

FIR 5/8" 3.77' S & 0.13' W

FIP 1/2" 0.45' S & 7.92' E

FIR 5/8" 3.85' S 0.31' W

FIP 3/4" 0.54' N

FIP 3/4" AT CORNER

PER MON. REC. DOC. 24927604

14 13
23 24

1328.94'

390.27'

N 88°08'58" E

578.94' DEED

289.47'

150.00'

450.20'

N 01°38'23" E 1324.25'

N 01°38'23" E 1324.25'

19.65'

67.14'

47.50'

52.25

N 34°03'22" E

L=160.59'

CHORD S 47°58'31" E
CHORD 160.51'
RAD=1453.75'

CHORD S 44°22'09" E
CHORD 2.63'

S 31°24'07" E

322.17'

266.17'

265.70'
S 01°42'07" E

400.00'

249.44'

308.70'
S 01°42'07" E

N 38°57'58" E
178.97'

100.00'

8.16'

344.34'

S 51°08'23" E
463.27'

61.19'

320.00'

381.19'
N 88°17'53" E

N 01°42'07" W
786.23'

776.98'
S 01°42'07" E

344.09'
S 60°52'22" E

262.79'
N 38°15'58" E

N 38°15'58" E
262.79'

S 51°08'23" E
15.00'

S 38° 51'37" W
34.50'

N 38°51'37" E
49.50'

S 51° 08' 23" E
26.23'

N 39° 00' 18" E
14.02'

S 50° 59' 42" E
15.00'

S 39°00'18" W
13.98'

N 51°08'23" W
14.50'

S 51°08'23" E
11.70'

11.27' NE
4.55' NW

3.78' SW

3.73' SW
5.05' NW

4.57' NW

NORTH LINE OF THE SOUTH 198.9 FEET OF LOT 1 IN DOOLIN & KIRK'S RESUBDIVISION

118.93'
N 51°08'23" W
198.20'

N 01°38'23" E
22.38'

122.36'
S 01°38'23" E

15.0'

33.00'

33'

S 51°08'23" E
100.00'

N 51°08'23" W
100.31'

751.07'

S 51°08'23" E
100.00'

S 51°08'23" E
25.17'

N 51°08'23" W
335.65'

N 38°51'37" E
242.67'

N 38°51'37" E
289.51'

S 38°51'37" W
278.76'

S 51°08'23" E
100.31'

N 01°38'23" E
88.12'

N 07°10'02" E
68.59'

S 07°10'02" W
74.80'

S 01°38'23" E
82.65'

N 01°38'23" E
6.45'

S 01°38'23" E
39.21'

S 01°38'23" E
136.52'

S 21°05'25" E
90.00'

S 89°59'04" W
17.34'

S 88°34'12" E
300.00'

S 88°28'44" W
316.41'

N 88°34'12" E
200.00'

N 86°35'44" E
88.62'

288.75'
S 86°35'44" W
377.55' (M)
377.04' (R)
S 89°09'11" E

302.80'
N 83°50'21" W

190.37'
S 83°50'21" E

112.43'
N 83°50'21" W

N 83°50'21" W
112.43'

S 83°50'21" E
190.37'

577.14' (M)
576.74' (R)
N88°34'12" E

150.00'

27.00'

60.00'

33.62'

32.38'

26.00'

40.00'

55.00'

33.00'

32.50'

70.37'

172.87'

15.00'

20.00'

39.72'

15.17'

33.00'

429.00'

N 01°38'23" E
33.00'

N 01°38'23" E
1324.25'

N 01°42'07" W
86.10'

N 38°15'58" E
262.79'

N 38°15'58" E
178.97'

N 06°11'57" E
72.45'

N 06°27'37" E
69.80'

S 38°15'58" W
265.50'

S 38°15'58" W
246.52'

S 38°15'58" W
265.50'

S 38°15'58" W
246.52'

S 38°15'58" W
265.50'

S 38°15'58" W
246.52'

11.09'

47.02'

S 06°11'57" W
47.02'

S 01°42'07" E
776.98'

S 01°42'07" E
468.28

FINAL PLAT OF
COLTON SUBDIVISION

OF

THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13 AND THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TOTAL LAND AREA = 719,942 SF OR 16.52 ACRES MORE OR LESS

PROPERTY OWNER'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I/WE, _____, DO HEREBY CERTIFY THAT I AM/WE ARE THE OWNER(S) OF THE PROPERTY DESCRIBED IN THE CAPTION TO THE PLAT HEREON DRAWN AND AS SUCH OWNER(S), I/WE HAVE CAUSED SAID PROPERTY TO BE SURVEYED AND _____
AS HEREON SHOWN, AS MY/OUR OWN FREE AND VOLUNTARY ACT AND DEED.

I/WE HEREBY DEDICATE FOR PUBLIC USE THE LANDS SHOWN ON THIS PLAT, INCLUDING BUT NOT LIMITED TO, THOROUGHFARES, STREETS, ALLEYS, WALKWAYS AND PUBLIC SERVICES; GRANT THE TELEPHONE, GAS, ELECTRIC AND ANY OTHER PUBLIC OR PRIVATE UTILITY EASEMENTS AS STATED AND SHOWN ON THIS PLAT; AND GRANT AND DECLARE THE STORM WATER DRAINAGE AND DETENTION EASEMENTS AS STATED AND SHOWN ON THIS PLAT.

I/WE FURTHER CERTIFY THAT THERE ARE NO UNPAID DEFERRED INSTALLMENTS OF OUTSTANDING UNPAID SPECIAL ASSESSMENTS AFFECTING THE LAND DESCRIBED AND SHOWN ON THIS _____ PLAT OR, IF ANY OF SAID INSTALLMENTS ARE NOT PAID, THEN SUCH INSTALLMENTS HAVE BEEN DIVIDED IN ACCORDANCE WITH THE _____ AND APPROVED BY THE COURT WHICH CONFIRMED THE SPECIAL ASSESSMENT AND THE PROPER COLLECTOR OF ANY SUCH SPECIAL ASSESSMENT HAS SO CERTIFIED SUCH DIVISION ON THE FACE OF THIS SUBDIVISION PLAT.

DATED THIS _____ DAY OF _____, AD 20____

OWNER(S): _____

OWNER'S NOTARY CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, A NOTARY PUBLIC IN AND FOR SAID COUNTY IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT _____, PERSONALLY KNOWN TO ME TO BE THE SAME PERSON(S) WHOSE NAME(S) ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH _____, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED THE PLAT AS THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL:

THIS _____ DAY OF_____, AD 20____.

BY: _____
NOTARY PUBLIC

SCHOOL DISTRICT CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

THIS IS TO CERTIFY THAT TO THE BEST OF MY/OUR KNOWLEDGE, I/WE THE UNDERSIGNED AS OWNER(S) OF THE PROPERTY, WHICH WILL BE KNOWN AS _____ IS LOCATED WITHIN THE BOUNDARIES OF:

ELEMENTARY SCHOOL DISTRICT: COMBINED SCHOOL DISTRICT C.C. NO. 113A
HIGH SCHOOL DISTRICT: LEMONT TOWNSHIP HIGH SCHOOL 210
JUNIOR COLLEGE DISTRICT: JOLIET COMMUNITY COLLEGE DISTRICT 525

IN COOK COUNTY, ILLINOIS.

DATED THIS _____ DAY OF _____ AD 20__.

BY: _____
OWNER(S)

SCHOOL DISTRICT'S NOTARY CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____ A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT _____ PERSONALLY KNOWN TO ME TO BE THE SAME PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH _____ APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT _____ SIGNED THE SUBDIVISION PLAT AS THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTORIAL SEAL:

THIS _____ DAY OF _____ AD 20__

BY: _____
NOTARY PUBLIC

SURFACE WATER DRAINAGE CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

TO THE BEST OF OUR KNOWLEDGE AND BELIEF, THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF SUCH SUBDIVISION OR ANY PART THEREOF, OR THAT IF SUCH SURFACE WATER DRAINAGE WILL BE CHANGED, REASONABLE PROVISION HAS BEEN MADE FOR COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC AREAS OR DRAINS WHICH THE SUBDIVIDER HAS A RIGHT TO USE, AND THAT SUCH SURFACE WATERS WILL BE PLANNED FOR IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES SO AS TO REDUCE THE LIKELIHOOD OF DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THE _____.

DATED THIS _____ DAY OF _____ AD 20__

BY: _____
OWNER(S) / TRUSTEE / OR DULY AUTHORIZED ATTORNEY

VILLAGE ENGINEER'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, VILLAGE ENGINEER OF THE VILLAGE OF LEMONT, COOK, WILL, AND DUPAGE COUNTIES, HEREBY CERTIFY THAT THE LAND IMPROVEMENTS IN THIS SUBDIVISION, AS SHOWN BY THE PLANS AND SPECIFICATIONS THEREFORE, MEET THE MINIMUM REQUIREMENTS OF SAID VILLAGE AND HAVE BEEN APPROVED BY ALL PUBLIC AUTHORITIES HAVING JURISDICTION THEREOF.

DATED THIS _____ DAY OF _____ AD 20__

BY: _____
VILLAGE ENGINEER

VILLAGE TREASURER'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, VILLAGE TREASURER OF THE VILLAGE OF LEMONT, COOK, WILL, AND DUPAGE COUNTIES, DO HEREBY CERTIFY THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS, OR ANY DEFERRED INSTALLMENTS OF ANY OUTSTANDING UNPAID SPECIAL ASSESSMENTS WHICH HAVE NOT BEEN DIVIDED IN ACCORDANCE WITH THE PROPOSED SUBDIVISION AND DULY APPROVED BY THE COURT THAT CONFIRMED THE SPECIAL ASSESSMENT.

DATED AT LEMONT, _____ COUNTY, ILLINOIS, THIS _____ DAY OF _____ AD 20__

BY: _____
VILLAGE TREASURER

PRESIDENT & BOARD OF TRUSTEES CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

APPROVED AND ACCEPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COOK COUNTY, ILLINOIS, AT A PUBLIC MEETING HELD:

THIS _____ DAY OF _____ AD 20__

BY: _____
PRESIDENT

ATTEST: _____
VILLAGE CLERK

STATE OF ILLINOIS HIGHWAY CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

THIS PLAT HAS BEEN APPROVED BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION WITH RESPECT TO ROADWAY ACCESS PURSUANT OF §2 OF "AN ACT TO REVISE THE LAW IN RELATION TO PLATS," AS AMENDED. A PLAN THAT MEETS THE REQUIREMENTS CONTAINED IN THE DEPARTMENT'S "POLICY ON PERMITS FOR ACCESS DRIVEWAYS TO STATE HIGHWAYS" WILL BE REQUIRED BY THE DEPARTMENT.

_____
JOSE RIOS, P.E.
REGION ONE ENGINEER

PUBLIC UTILITY AND DRAINAGE EASEMENT PROVISIONS

A NON-EXCLUSIVE PERPETUAL EASEMENT IS HEREBY RESERVED AND GRANTED TO THE VILLAGE OF LEMONT, AND THEIR SUCCESSORS, AND ASSIGNS OVER ALL AREAS DESIGNATED "PUBLIC UTILITY AND DRAINAGE EASEMENT" AND THOSE AREAS DESIGNATED "PU & DE" ON THE PLAT, TO CONSTRUCT, RECONSTRUCT, REPAIR, INSPECT, MAINTAIN, AND OPERATE VARIOUS TRANSMISSIONS, DISTRIBUTION, AND COLLECTION SYSTEMS, INCLUDING BUT NOT LIMITED TO WATER LINES, SANITARY SEWERS AND STORM SEWERS, TOGETHER WITH ANY AND ALL NECESSARY VALVE VAULTS, FIRE HYDRANTS, MANHOLES, CATCH BASINS, CONNECTIONS, APPLIANCES AND OTHER STRUCTURES AND APPURTENANCES AS MAY BE DEEMED NECESSARY BY SAID VILLAGE, OVER, UPON, ALONG, UNDER AND THROUGH THE SURFACE OF THE PROPERTY SHOWN ON THE PLAT, TOGETHER WITH THE RIGHT OF ACCESS FOR NECESSARY LABOR, MATERIALS AND EQUIPMENT TO DO ANY OF THE ABOVE WORK. THE RIGHT IS ALSO GRANTED TO CUT DOWN, TRIM, OR REMOVE, WITHOUT OBLIGATION TO RESTORE OR REPLACE ANY OBSTRUCTION, INCLUDING BUT NOT LIMITED TO TREES, SHRUBS, OTHER PLANTS, STRUCTURES OR IMPROVEMENTS ON THE EASEMENT THAT INTERFERE WITH THE OPERATION OF SUCH LINES AND SEWERS. NO PERMANENT BUILDINGS OR STRUCTURES SHALL BE PLACED ON SAID EASEMENT, BUT SAME MAY BE USED FOR GARDENS, LANDSCAPE AREAS, AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS. WHERE AN EASEMENT IS USED FOR BOTH SEWER AND OTHE UTILITIES, THE OTHER UTILITY INSTALLATION SHALL BE SUBJECT TO THE ORDINANCE OF THE VILLAGE OF LEMONT AND TO VILLAGE APPROVAL AS TO DESIGN AND LOCATION.

PERPETUAL EASEMENTS ARE HEREBY RESERVED FOR AND GRANTED TO THE VILLAGE OF LEMONT AND OTHER GOVERNMENTAL AUTHORITIES HAVING JURISDICTION OF THE LAND, OVER THE ENTIRE EASEMENT AREA FOR INGRESS, EGRESS, AND THE PERFORMANCE OF MUNICIPAL AND OTHER GOVERNMENTAL SERVICES INCLUDING WATER, STORM AND SANITARY SEWER SERVICE AND MAINTENANCE AND EMERGENCY AND ROUTINE POLICE, FIRE, AND OTHER PUBLIC SAFETY RELATED SERVICES.

COM ED COMPANY AND AT&T CORPORATION

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO COMED COMPANY AND AT&T CORPORATION, THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, JOINTLY AND SEVERALLY, FOR THE INSTALLATION, RELOCATION, RENEWAL AND REMOVAL OF OVERHEAD AND UNDERGROUND ELECTRIC AND COMMUNICATIONS CABLES AND APPURTENANCES IN, OVER, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY SHOWN ON THE PLAT AND DESIGNATED AS "PUBLIC UTILITY AND DRAINAGE EASEMENT" OR "PU & DE" AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS REQUIRED TO PROVIDE THE SUBDIVISION AND OTHER PROPERTY, WHETHER OR NOT CONTIGUOUS THERETO, WITH ELECTRIC AND COMMUNICATIONS SERVICES, TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS OVER OR UNDER THE SURFACE OF EACH LOT TO SERVE IMPROVEMENTS THEREON, OR ON ADJACENT LOTS. THE RIGHT TO CUT, TRIM, OR REMOVE TREES, BUSHES AND ROOTS, AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES. NO BUILDING OR OTHER OBSTRUCTION SHALL BE PLACED OVER GRANTEES' FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN THE "PUBLIC UTILITY AND DRAINAGE EASEMENT" OR "PU & DE" WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEES. NOR SHALL ANY OTHER USE BE MADE THEREOF WHICH WILL INTERFERE WITH THE EASEMENTS RESERVED AND GRANTED HEREBY. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF SUBDIVIDED PROPERTY SHALL NOT BE ALTERED IN A MANNER SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF.

NICOR CORPORATION / NICOR GAS COMPANY

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO NICOR CORPORATION AND NICOR GAS COMPANY, THEIR SUCCESSORS AND ASSIGNS, JOINTLY AND SEVERALLY, FOR THE INSTALLATION, RELOCATION, RENEWAL AND REMOVAL OF GAS MAINS AND APPURTENANCES IN, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY SHOWN ON THE PLAT AND DESIGNATED AS "PUBLIC UTILITY AND DRAINAGE EASEMENT" OR "PU & DE" AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS AS REQUIRED TO PROVIDE THE SUBDIVISION AND OTHER PROPERTY, WHETHER OR NOT CONTIGUOUS THERETO, WITH GAS SUPPLY SERVICES, TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS FOR EACH LOT. NO BUILDINGS OR OTHER OBSTRUCTION SHALL BE CONSTRUCTED OR ERECTED IN ANY SUCH "PUBLIC UTILITY AND DRAINAGE EASEMENT" OR "PU & DE" AREAS, WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEES. NOR SHALL ANY OTHER USE BE MADE THEREOF WHICH WILL INTERFERE WITH THE EASEMENTS RESERVED AND GRANTED HEREBY.

COMCAST COMMUNICATIONS

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO COMCAST COMMUNICATIONS CORPORATION, OPERATING WITHIN THE VILLAGE OF LEMONT, ITS SUCCESSORS AND ASSIGNS, JOINTLY AND SEVERALLY, FOR THE INSTALLATION, MAINTENANCE, RELOCATION, RENEWAL AND REMOVAL OF CABLE COMMUNICATION AND BROADCAST SIGNAL SYSTEMS IN, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY SHOWN ON THE PLAT AND DESIGNATED AS "PUBLIC UTILITY AND DRAINAGE EASEMENT" OR "PU & DE" AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS AS REQUIRED TO PROVIDE THE SUBDIVISION AND OTHER PROPERTY, WHETHER OR NOT CONTIGUOUS THERETO, WITH COMMUNICATION AND BROADCAST TV SERVICES, TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS FOR EACH LOT. NO BUILDINGS OR OTHER OBSTRUCTION SHALL BE CONSTRUCTED OR ERECTED IN ANY SUCH "PUBLIC UTILITY AND DRAINAGE EASEMENT" OR "PU & DE" AREAS, WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEES. NOR SHALL ANY OTHER USE BE MADE THEREOF WHICH WILL INTERFERE WITH THE EASEMENTS RESERVED AND GRANTED HEREBY.

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

I, THOMAS J. CESAL, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE SURVEYED AND SUBDIVIDED THE PROPERTY HEREON DESCRIBED IN THE CAPTION TO THE PLAT HEREON DRAWN AND THAT THE SAID PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE SAME. ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS OF A FOOT AND ARE CORRECT AT A TEMPERATURE OF 68 DEGREES FAHRENHEIT

PARCEL 1: THE NORTH 50 1/2 FEET OF THE WEST 1 ACRE OF LOT 9 IN COUNTY CLERK'S DIVISION OF SECTION 13, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED APRIL 30, 1880 AS DOCUMENT NO. 269297 IN COOK COUNTY, ILLINOIS

PARCEL 2: LOT 9 (EXCEPT THE EAST 110 FEET AND THE NORTH 50.5 FEET THEREOF) AND EXCEPT THAT PART OF SAID LOT 9 DEDICATED FOR HIGHWAY PURPOSES ACCORDING TO THE PLAT THEREOF RECORDED MARCH 4, 1929 AS DOCUMENT 10298760 IN COUNTY CLERK'S DIVISION OF SECTION 13, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3: THE EAST 110.00 FEET OF LOT 9 IN COUNTY CLERK'S DIVISION OF SECTION 13, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN EXCEPT THAT PART BOUNDED AND DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER OF THE ABOVE DESCRIBED TRACT; THENCE WESTERLY ALONG THE NORTH LINE THEREOF A DISTANCE OF 62.90' TO A POINT; THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE A DISTANCE OF 160.8 FEET MORE OR LESS, TO A POINT IN THE EAST LINE OF SAID 110.00 FEET OF LOT 9 DISTANT 50.00 FEET NORTH OF THE NORTH LINE OF CHICAGO-JOLIET ROAD (SOUTH LINE OF LOT 9); THENCE NORTH ALONG SAID EAST LINE A DISTANCE OF 148 FEET, MORE OR LESS TO THE POINT OF BEGINNING, AND EXCEPT THAT PART CONVEYED TO THE PEOPLE OF THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION IN THE WARRANTY DEED RECORDED MAY 15, 2017 AS DOCUMENT NUMBER 1713508033 IN COOK COUNTY, ILLINOIS.

PARCEL 4: THAT PART OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
BEGINNING AT THE INTERSECTION OF THE WEST LINE OF SAID SOUTHWEST 1/4 AND THE SOUTH LINE OF A 1 ACRE TRACT OF LOT 3 IN CANAL TRUSTEE'S SUBDIVISION IN THE SAID SOUTHWEST 1/4, SAID SOUTH LINE BEING 660.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4; THENCE NORTH ALONG SAID WEST LINE OF SOUTHWEST 1/4 TO THE SOUTHWESTERLY LINE OF ROUTE 83 AS DEDICATED BY DOCUMENT NO. 12010923 AND RECORDED ON JUNE 11, 1937; THENCE SOUTHEASTERLY ALONG SAID WESTERLY LINE TO THE AFORESAID SOUTH LINE OF THE 1 ACRE TRACT; THENCE WEST ALONG SAID SOUTH LINE OF THE 1 ACRE TRACT TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS (EXCEPTING THE WEST 33.00 FEET THEREOF AND ALSO EXCEPTING THEREFROM THAT PORTION FALLING WITHIN ROUTE 83 AND ALSO EXCEPTING THAT PART CONVEYED TO THE PEOPLE OF THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION IN THE WARRANTY DEED RECORDED MAY 15, 2017, AS DOCUMENT NO. 1713508033), IN COOK COUNTY, ILLINOIS.

PARCEL 5: LOT 5 IN DOOLIN AND KIRK'S RESUBDIVISION OF THE SOUTHEAST 1/4 (EXCEPT LOTS 1 TO 5 IN CHRISTIAN BOE'S SUBDIVISION) AND THE EAST 404.7 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 6: THE SOUTH 198.9 FEET OF LOT 1, EXCEPT THE NORTH 65 FEET THEREOF, IN THE RESUBDIVISION OF THE EAST 404.7 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 AND OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, EXCEPT LOTS 1 TO 5 OF CHRISTIAN BOE'S SUBDIVISION OF PARTS THEREOF IN SECTION 14, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 7: THE NORTH 65 FEET OF THE SOUTH 198.9 FEET OF LOT 1 IN DOOLIN AND KIRK'S RESUBDIVISION OF THE EAST 404.7 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 AND OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT LOTS 1, 2, 3, 4 AND 5 IN CHRISTIAN BOE'S SUBDIVISION OF CERTAIN PARTS THEREOF) IN COOK COUNTY, ILLINOIS.

PARCEL 8: THAT PART OF LOT 1 IN THE RESUBDIVISION OF THE EAST 404.7 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 AND OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT LOTS 1, 2, 3, 4 AND 5 IN CHRISTIAN BOE'S SUBDIVISION OF CERTAIN PARTS THEREOF) DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT 833.6 FEET NORTH OF THE SOUTHEAST CORNER OF SAID SECTION; THENCE WEST 300 FEET; THENCE NORTH 50 FEET; THENCE EAST 300 FEET; THENCE SOUTH 50 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THE EAST 33.00 FEET AND THAT PART LYING EAST OF THE WESTERLY RIGHT OF WAY LINE OF ILLINOIS STATE ROUTE 83 AS PER DOCUMENT 12010930 AND DOCUMENT 12010923, IN COOK COUNTY, ILLINOIS.

PARCEL 9: THE NORTH 121.17 FEET OF LOT 1 IN DOOLIN AND KIRK'S RESUBDIVISION OF THE EAST 404.7 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 AND OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT LOTS 1 TO 5, BOTH INCLUSIVE, IN CHRISTIAN BOE'S SUBDIVISION OF CERTAIN PARTS THEREOF) AND EXCEPTING THAT PART OF SAID LOT 1 IN SAID RESUBDIVISION FALLING WITHIN A TRACT DESCRIBED AS FOLLOWS: BEGINNING 833.6 FEET NORTH OF THE SOUTHEAST CORNER OF SAID SECTION 14; THENCE WEST 300 FEET; THENCE NORTH 50 FEET; THENCE EAST 300 FEET; THENCE SOUTH 50 FEET TO THE POINT OF BEGINNING; ALSO EXCEPTING ALL THAT PART LYING EAST OF THE WESTERLY RIGHT OF WAY LINE OF ILLINOIS STATE ROUTE 83 PER DOCUMENTS 12010930 AND 12010923, IN COOK COUNTY, ILLINOIS.

PARCEL 10: THAT PART OF LOT 2 IN DOOLIN AND KIRK'S RESUBDIVISION OF THE EAST 404.7 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 TOGETHER WITH THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 (EXCEPT LOTS 1 TO 5 BOTH INCLUSIVE IN CHRISTIAN BOE'S SUBDIVISION OF CERTAIN PARTS THEREOF) IN SECTION 14, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 30, 1889 AS DOCUMENT 1149383 IN BOOK 37 OF PLATS, PAGE 18, DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 2 ON THE CENTER LINE OF SAG-LEMONT ROAD; THENCE NORTH ALONG THE EAST LINE OF SAID LOT 2 A DISTANCE OF 436 FEET TO A POINT FOR A POINT OF BEGINNING; THENCE WESTERLY AND PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT 2 A DISTANCE OF 300 FEET; THENCE NORTHERLY ON A LINE PARALLEL WITH THE EAST LINE AND SAID EAST LINE EXTENDED NORTH A DISTANCE OF 415.40 FEET MORE OR LESS TO THE NORTH LINE OF SAID LOT 2; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 2 TO ITS POINT OF INTERSECTION WITH THE SOUTHERLY LINE OF THE CERTAIN STRIP OF LAND DEDICATED FOR ROAD PURPOSES BY INSTRUMENT DATED JUNE 3, 1937 AND RECORDED JUNE 11, 1937 AS DOCUMENT 12010930; THENCE SOUTHEASTERLY ALONG THE SAID SOUTHWESTERLY LINE OF THAT CERTAIN STRIP DEDICATED FOR ROAD PURPOSES BY INSTRUMENT RECORDED AS DOCUMENT 12010930 TO ITS POINT OF INTERSECTION WITH THE NORTH LINE OF LOT 1 OF SAID DOOLIN AND KIRK'S RESUBDIVISION; THENCE WEST ALONG THE SAID NORTH LINE OF LOT 1 TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 1 (BEING ALSO ON THE EAST LINE OF SAID LOT 2) TO THE POINT OF BEGINNING, (EXCEPTING FROM THE AFORESAID PARCEL THAT PART THEREOF DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF SAID LOT 2 WITH THE WESTERLY RIGHT OF WAY OF A PUBLIC HIGHWAY DEDICATED BY INSTRUMENT DATED JUNE 3, 1937 AND RECORDED JUNE 11, 1937 AS DOCUMENT NUMBER 12010930; THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1453.75 FEET AND A CHORD BEARING OF SOUTH 42 DEGREES 49 MINUTES 39 SECONDS EAST, A DISTANCE OF 21.83 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF THE AFOREMENTIONED PUBLIC HIGHWAY; THENCE SOUTH 35 DEGREES 36 MINUTES 32 SECONDS WEST A DISTANCE OF 52.25 FEET TO A POINT; THENCE NORTH 29 DEGREES 50 MINUTES 57 SECONDS WEST A DISTANCE OF 66.96 FEET TO A POINT ON THE NORTH LINE OF LOT 2; THENCE NORTH 89 DEGREES 30 MINUTES 33 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 48.92 FEET TO THE POINT OF BEGINNING), IN COOK COUNTY, ILLINOIS.

PARCEL 11: THAT PART OF LOT 2 OF DOOLIN AND KIRK'S RESUBDIVISION OF THE EAST 404.7 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 AND OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 (EXCEPTING THEREFROM LOTS 1, 2, 3, 4 AND 5 OF CHRISTIAN BOE'S SUBDIVISION OF CERTAIN PARTS THEREOF) OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID DOOLIN AND KIRK'S RESUBDIVISION RECORDED AUGUST 30, 1889 AS DOCUMENT 1149383 IN BOOK 37 OF PLATS, PAGE 18, DESCRIBED AS FOLLOWS:
BEGINNING AT THE INTERSECTION OF THE EAST LINE OF SAID LOT 2 AND THE NORTH LINE OF SAG-LEMONT ROAD; RUNNING THENCE NORTH ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 403 FEET; RUNNING THENCE WESTERLY AND PARALLEL TO THE SOUTHERLY LINE OF SAID LOT 2, A DISTANCE OF 300 FEET; RUNNING THENCE SOUTH AND PARALLEL WITH THE EAST LINE OF SAID DOOLIN AND KIRK'S RESUBDIVISION A DISTANCE OF 363 FEET TO A POINT THAT IS 73 FEET NORTH OF THE SOUTH LINE OF SAID LOT 2, ALSO BEING A POINT ON THE NORTH LINE OF DOCUMENT 21062560; THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE A DISTANCE OF 303.12 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

PARCEL 12: THE EAST 1/2, AS MEASURED ON THE NORTH AND SOUTH LINES, OF THAT PART OF LOT 2 OF DOOLIN AND KIRK'S RESUBDIVISION OF THE EAST 404.7 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 AND OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 (EXCEPT THEREFROM LOTS 1, 2, 3, 4 AND 5 OF CHRISTIAN BOE'S SUBDIVISION OF CERTAIN PARTS THEREOF) OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED OF SAID DOOLIN AND KIRK'S RESUBDIVISION ON AUGUST 30, 1889 AS DOCUMENT NO. 1149383, IN BOOK 37 OF PLATS, PAGE 18, DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON THE CENTER LINE OF SAG-LEMONT ROAD 300.0 FEET WESTERLY OF THE SOUTHEAST CORNER OF SAID LOT 2, AS MEASURED ALONG THE SOUTH LINE OF SAID LOT 2; THENCE NORTHERLY ON A LINE PARALLEL WITH THE EAST LINE OF SAID LOT 2, A DISTANCE OF 851.40 FEET TO THE NORTH LINE SAID LOT 2, BEING ALSO THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 14; THENCE WESTERLY ALONG SAID NORTH LINE, A DISTANCE OF 578.94 FEET TO THE EAST LINE OF THE COMMONWEALTH EDISON COMPANY RIGHT OF WAY; THENCE SOUTHERLY ALONG THE EAST LINE OF THE SAID COMMONWEALTH EDISON COMPANY RIGHT OF WAY A DISTANCE OF 848.63 FEET TO THE CENTER LINE OF SAG-LEMONT ROAD, BEING ALSO THE SOUTH LINE OF SAID LOT 2; THENCE EASTERLY ALONG SAID CENTER LINE A DISTANCE OF 578.2 FEET TO THE POINT OF BEGINNING (EXCEPTING THEREFROM THAT PARCEL OF LAND CONDEMNED BY THE DEPARTMENT OF PUBLIC WORKS AND BUILDINGS OF THE STATE ILLINOIS FOR AND ON BEHALF OF THE PEOPLE OF THE STATE OF ILLINOIS, IN CASE NO. 69L13193 OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS AND EXCEPTING THEREFROM THAT PARCEL OF LAND SOUTH OF THE LINE MARKED AS "PROP. R.O.W." ON THAT CERTAIN ILLINOIS DIVISION OF HIGHWAYS RIGHT WAY PLAT, 111TH ST. AND ARCHER ROAD, PARCELS 19 & 20, JOB R-90-088-68, DATED JANUARY 30, 1969) ALL IN COOK COUNTY, ILLINOIS.

PARCEL 13: THAT PART OF LOT 1 IN DOOLIN AND KIRK'S RESUBDIVISION, BEING A RESUBDIVISION IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 30, 1889 AS DOCUMENT 1149383 IN BOOK 37 OF PLATS, PAGE 18, DESCRIBED AS FOLLOWS:
COMMENCING AT THE INTERSECTION OF THE EAST LINE OF SAID SOUTHEAST QUARTER OF SECTION 14 WITH THE NORTH LINE OF THE SOUTH 198.9 FEET OF SAID LOT 1; THENCE NORTH 88 DEGREES 34 MINUTES 12 SECONDS WEST, ALONG SAID NORTH LINE, 33.00 FEET TO THE WESTERLY RIGHT OF WAY LINE OF ILLINOIS STATE ROUTE 83, PER DOCUMENT NUMBER 12010930 AND 12010923; THENCE NORTH 01 DEGREES 38 MINUTES 23 SECONDS WEST, ALONG SAID RIGHT OF WAY LINE, 3.16 FEET TO A POINT OF CURVATURE,

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CERTIFICATION

I, Charlene Smollen, do hereby certify that I am the duly qualified and elected Village Clerk of the Village of Lemont, Cook, DuPage and Will County, Illinois, and that as such Village Clerk I do have charge of and custody of the books and records of the Village of Lemont, Cook County, Illinois.

I do hereby further certify that the foregoing is a full, true and correct copy of Ordinance No. _____ "AN ORDINANCE REZONING 7.19 ACRES OF PROPERTY LOCATED AT 12935 MAIN STREET IN LEMONT, ILLINOIS (GAS N WASH)," adopted and approved by the President and Board of Trustees of the Village of Lemont, Illinois on July ___, 2024.

IN WITNESS WHEREOF, I have hereunto affixed my hand and the Corporate Seal of the Village of Lemont, Cook, DuPage and Will County, Illinois this ___day of July 2024.

Charlene Smollen
Village Clerk
Village of Lemont
Cook County, Illinois

418 Main Street | Lemont, IL 60439

TO: Village Board Meeting
FROM: Ted Friedley, Public Works
THROUGH:
SUBJECT: A Resolution Approving Award of Contract 2024 Sidewalk Improvements Project
DATE: July 22, 2024

SUMMARY/BACKGROUND
One (1) bid was received on June 28,2024 for the 2024 Sidewalk Improvements project, which work includes the removal and replacement of existing sidewalk, restoration, and all appurtenant construction, Village-wide. J&J Newell Concrete Contractors, Inc., 25350 S. State Street, Crete IL 60417, submitted the bid amount of $143,925.00.

ANALYSIS
The 2024 Sidewalk Improvements project is consistent with the Village's 5-year Capital Improvement Plan and is included in the FY25 Budget.

Consistency with Village Policy
5-Year Capital Improvement Plan (if applicable)

STAFF RECOMMENDATION
Pass Resolution awarding the contract for 2024 Sidewalk Improvements Project

BOARD ACTION REQUESTED
Pass Resolution awarding the contract for 2024 Sidewalk Improvements Project

ATTACHMENTS
A Resolution Approving Award of Contract 2024 Sidewalk Improvements Project.pdf

VILLAGE OF LEMONT

RESOLUTION
NUMBER R-___-24

A RESOLUTION APPROVING AWARD OF CONTRACT
2024 SIDEWALK IMPROVEMENTS PROJECT

JOHN EGOFSKE, Village President
CHARLENE M. SMOLLEN, Clerk

JANELLE KITTRIDGE
DAVE MAHER
KEN MCCLAFFERTY
KEVIN SHAUGHNESSY
RICK SNIEGOWSKI
RON STAPLETON
Trustees

Published in pamphlet form by authority of the Village President and Board of Trustees of the Village of Lemont on __-__-2024

RESOLUTION NO. R-_____-24

A RESOLUTION APPROVING AWARD OF CONTRACT
2024 SIDEWALK IMPROVEMENTS PROJECT

WHEREAS the Village of Lemont requires that the 2024 Sidewalk Improvements project be completed; and

WHEREAS, the Village seeks to utilize the services of J&J Newell Concrete for such work; and

WHEREAS, J&J Newell Concrete, 25350 S. State Street, Crete, IL 60417, submitted a low bid for such work in the amount of $143,925.00.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Lemont, Counties of Cook, Will and DuPage, Illinois, as follows:

SECTION 1:

The agreement attached hereto as Exhibit A is hereby approved.

SECTION 2:

The Village Administrator is hereby authorized to execute the agreement and to make minor changes to the document prior to execution that do not materially alter the Village's obligations, to execute any other agreements and documentation as well as to take any other steps necessary to carry out this resolution.

SECTION 3:

This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DUPAGE, ILLINOIS, ON THIS _____ DAY OF _____ 2024.

PRESIDENT AND VILLAGE BOARD MEMBERS:

	AYES:	NAYES:	ABSENT:	ABSTAIN:
Janelle Kittridge	_____	_____	_____	_____
Dave Maher	_____	_____	_____	_____
Ken McClafferty	_____	_____	_____	_____
Kevin Shaughnessy	_____	_____	_____	_____
Rick Sniegowski	_____	_____	_____	_____
Ron Stapleton	_____	_____	_____	_____

_____

JOHN EGOFSKE
President

ATTEST:

_____

CHARLENE M. SMOLLEN
Village Clerk

Exhibit A

2024 Sidewalk Improvements Project Contract Page

Contract for 2024 Sidewalk Improvements Project

1. THIS AGREEMENT, made and concluded the _____ day of___ between the **Village of Lemont**, acting by and through the **Village Administrator** as the party of the first part, and J&J Newell Concrete., 2350 S. State Street, Crete, IL, 60417 his/their executors, administrators, successors or assigns, known as the party of the second part.

2. WITNESSETH: That for and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part and according to the terms expressed in the Bond referring to these presents, the party of the second part agrees with said party of the first part at his/their own proper cost and expense to do all the work, furnish all the materials and all labor necessary to complete the work in accordance with the Plans and Specifications hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of the Engineer under it.

3. AND, it is also understood and agreed that the Notice to Contractors, Special Provisions, Proposal and Contract Bond hereto attached, and the Plans as prepared by HR Green, Inc., and designated as 2024 Sidewalk Improvements Project all essential documents of this Contract, and are a part hereto.

4. IN WITNESS WHEREOF, the said parties have executed these presents on the date above mentioned.

Party of the First Part

ATTEST:

_____
Charlene M. Smollen, Clerk

The **VILLAGE OF LEMONT**

By_____
George Schafer, Village Administrator

(S E A L)

Party of the Second Part

(If a Corporation)
Corporate
Name J&J Newell Concrete

_____
Secretary

By_____
President

(Corporate Seal)

(If a Co-Partnership)

_____ (SEAL)

_____ (SEAL)

Partners doing Business under the name of _____

(If an Individual)

_____ (SEAL)

Exhibit B

Engineer's Letter, Bid Tabulation Listing

323 Alana Drive
New Lenox, IL 60451
Main 815.462.9324 + **Fax** 713.965.0044

HRGREEN.COM

June 28, 2024

Mr. George Schafer
Village Administrator
Village of Lemont
418 Main Street
Lemont, IL 60439

Re: 2024 Sidewalk Improvements
Bid Tabulation

Dear George:

Listed below and on the attached Tabulation of Bids are the results of the June 28, 2024, bid opening for the above captioned project. One (1) bid was received and checked for accuracy, with one error made on the quantity for line item #3, instead of quantity amount of 100 sq ft they had 50 sq ft, which was corrected; with the correction the bid total was still under the Engineer's Estimate of Cost for the total Bid. Our engineer's opinion of probable cost for the full project was calculated as $148,910.00.

J&J Newell Concrete Contractors, Inc. $143,925.00

J&J Newell Concrete Contractors, Inc. submitted their bid in the amount of $142,475.00, they are qualified to perform this work. Therefore, we recommend that the contract be awarded to J&J Newell Concrete Contractors, Inc., 25350 S. State Street, Crete, IL 60417, in the amount of **$143,925.00**.

If you have any questions or need additional information, please do not hesitate to contact me at 815-320-7130.

Sincerely,

HR GREEN, INC.

Bruce A. Hill, P.E.
Municipal Services Executive

Enclosure

BAH/ka

J:\2024\2402353\Design\Bid\ltr_062824_Letter_of_Recommendation_2024_Sidewalk_Improvements.docx

H. R. GREEN, INC. **323 Alana Drive** **New Lenox, IL 60451** **PH: (815) 462-9324** **Project Name: 2024 Sidewalk Improvements**			**VILLAGE OF LEMONT - 2024 SIDEWALK IMPROVEMENTS**				
Section No.: N/A				**J&J Newell Concrete Contractors**		**ENGINEERS OPINION OF PROBABLE CONSTRUCTION COSTS**	
Bid Date: June 28, 2024							
HR Green Project No: 2402353							
Engineer's Opinion of Probable Construction Cost - $148,910.00							
		UNIT	**Quantity**	**Unit Price**	**Total**	**Unit Price**	**Total**
1	SIDEWALK REMOVAL	SQ FT	9,500	$3.00	$28,500.00	$2.50	$23,750.00
2	PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH	SQ FT	9,500	$10.00	$95,000.00	$11.00	$104,500.00
3	DETECTABLE WARNINGS	SQ FT	100	$29.00	$2,900.00	$25.00	$2,500.00
4	PROTECTIVE COAT	SQ YD	1,100	$1.50	$1,650.00	$0.10	$110.00
5	VALVE BOX TO BE ADJUSTED	EACH	1	$175.00	$175.00	$500.00	$500.00
6	HMA DRIVEWAY PAVEMENT REMOVAL	SQ YD	40	$35.00	$1,400.00	$20.00	$800.00
7	INIDENTAL HMA SURFACE DRIVEWAY, 3"	SQ YD	40	$100.00	$4,000.00	$50.00	$2,000.00
8	TOPSOIL FURNISH AND PLACE, VARIABLE DEPTH	CU YD	70	$50.00	$3,500.00	$25.00	$1,750.00
9	SEEDING, CLASS 1 (SPECIAL)	SQ YD	600	$4.00	$2,400.00	$5.00	$3,000.00
10	EROSION CONTROL BLANKET	SQ YD	600	$4.00	$2,400.00	$5.00	$3,000.00
11	TRAFFIC CONTROL AND PROTECTION (701801)	L SUM	1	$1,000.00	$1,000.00	$3,000.00	$3,000.00
12	TRAFFIC CONTROL AND PROTECTION (701901)	L SUM	1	$1,000.00	$1,000.00	$4,000.00	$4,000.00
				TOTAL BASE	**$143,925.00**	**TOTAL BASE**	**$148,910.00**
	Proposed Amount TOTAL AS READ			**TOTAL AS READ**	**$142,475.00**		
				Difference =	**$1,450.00**		
Total Bid with Bid Alternate -AS BID							
Total Bid with Bid Alternate -AS CORRECTED				**As Corrected**	**$143,925.00**		

418 Main Street | Lemont, IL 60439

TO: Village Board Meeting
FROM: Ted Friedley, Public Works
THROUGH:
SUBJECT: A Resolution Authorizing the Village's Cost Share for the Section 219 Village of Lemont Water Distribution Improvements Project
DATE: July 22, 2024

SUMMARY/BACKGROUND
The Village of Lemont is working with the U.S. Army Corps of Engineers to complete the Section 219 Village of Lemont Water Distribution Improvements project (Water Street / Peiffer Avenue / Glenys Drive Water Main Replacement). The project will have a 25% Village cost share in the amount of $258,333.00 based on the amount the Army Corps budgeted for this project. This resolution will authorize the Village's cost share. A project partnering agreement is included with the funds request letter. This project will likely complete Walter Street and Peiffer Avenue, but not Glenys due to pricing. If the entire budget is not used, the Village will be reimbursed the portion of the cost share accordingly.

ANALYSIS
This project is consistent with the 5-year Capital Improvement Plan and is included in the FY25 Budget.

Consistency with Village Policy
5-Year Capital Improvement Plan (if applicable)

STAFF RECOMMENDATION
Pass Resolution Authorizing the Village's cost share for the Section 219 Village of Lemont Water Distribution Improvements Project

BOARD ACTION REQUESTED
Pass Resolution Authorizing the Village's cost share for the Section 219 Village of Lemont Water Distribution Improvements Project

ATTACHMENTS
A Resolution Authorizing Village of Lemont's Cost Share for the Section 219 Village of Lemont Water Distribution System Improvements Project.pdf

VILLAGE OF LEMONT

RESOLUTION
NUMBER R-___-24

A RESOLUTION AUTHORIZING VILLAGE OF LEMONT'S COST SHARE FOR THE SECTION 219 VILLAGE OF LEMONT WATER DISTRIBUTION IMPROVEMENTS PROJECT

JOHN EGOFSKE, Village President
CHARLENE M. SMOLLEN, Clerk

JANELLE KITTRIDGE
DAVE MAHER
KEN MCCLAFFERTY
KEVIN SHAUGHNESSY
RICK SNIEGOWSKI
RON STAPLETON
Trustees

Published in pamphlet form by authority of the Village President and Board of Trustees of the Village of Lemont on __-__-2024

RESOLUTION NO. R-_____-24

A RESOLUTION AUTHORIZING VILLAGE OF LEMONT'S COST SHARE FOR THE SECTION 219 VILLAGE OF LEMONT WATER DISTRIBUTION IMPROVEMENTS PROJECT

WHEREAS, the Village of Lemont, Counties of Cook, Will, and DuPage, Illinois ("the Village") is a municipality in the State of Illinois with full powers to enact ordinances and adopt resolutions for the benefit of residents of the Village; and

WHEREAS, the Village wishes to proceed with the Section 219 Village of Lemont Water Distribution Improvements Project ("Project"), with Federal Funding assistance; and

WHEREAS, the Village wishes to authorize and confirm the cost sharing required by the Village for the Project as outlined in the letters attached hereto as Exhibit A ("Cost Sharing Letter of Intent") and the ("Project Partnering Agreement") attached hereto as Exhibit B; and

WHEREAS, the Mayor and Board of Trustees find that it is in the best interests of the Village to authorize the Cost Sharing Letter of Intent and the Project Partnering Agreement as further outlined below; and

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Lemont, Counties of Cook, Will and DuPage, Illinois, as follows:

SECTION 1 RECITALS:

That the above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof as if fully set forth in their entirety.

SECTION 2:

The Mayor and Board of Trustees of the Village of Lemont hereby approve the Cost Sharing Letter of Intent in substantially the same form as attached hereto as Exhibit A and the Project Partnership Agreement attached hereto as Exhibit B, subject to attorney review.

SECTION 3:

The Mayor and the Clerk are hereby authorized, respectively, to execute and attest such other documents as may be necessary to authorize the project.

SECTION 4:

This Resolution, and its parts, are declared to be severable and any section, subsection, sentence, clause, provision, or portion of this Resolution that is declared invalid shall not affect the validity of any other portion of this Resolution, which shall remain in full force and effect.

SECTION 5:

All Ordinances and Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6:

This Resolution shall be in full force and effect upon its passage, approval and publication as provided by law.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DUPAGE, ILLINOIS, ON THIS _____ DAY OF _____ 2024.

PRESIDENT AND VILLAGE BOARD MEMBERS:

	AYES:	NAYES:	ABSENT:	ABSTAIN:
Janelle Kittridge	_____	_____	_____	_____
Dave Maher	_____	_____	_____	_____
Ken McClafferty	_____	_____	_____	_____
Kevin Shaughnessy	_____	_____	_____	_____
Rick Sniegowski	_____	_____	_____	_____
Ron Stapleton	_____	_____	_____	_____

_____

JOHN EGOFSKE
President

ATTEST:

_____

CHARLENE M. SMOLLEN
Village Clerk

Exhibit A

Cost Sharing Letter of Intent

DEPARTMENT OF THE ARMY
CHICAGO DISTRICT, U.S. ARMY CORPS OF ENGINEERS
231 SOUTH LA SALLE STREET, SUITE 1500
CHICAGO IL 60604

July 12, 2024

Planning, Programs &
Project Delivery Division

John Egofske
Mayor
418 Main Street
Lemont, Illinois 60439

Dear Mayor Egofske,

I would like to inform you that enclosed to this letter is the signed Project Partnering Agreement (PPA) dated July 12, 2024 between the Department of the Army and the Village of Lemont (Lemont) for Village of Lemont Water Distribution Improvements Project. The project will include construction of approximately 2,100 feet of 8-inch diameter water main.

Per this signed PPA Lemont will cost share this project with USACE by providing 25% of the project cost. The 25% amount as stated in the PPA is $258,333.

At this time the Department of the Army hereby issues a written request to Lemont for the amount of $258,333. These funds will be used to advertise and award the construction contract to perform the work mentioned above. Please provide the amount requested in the form of electronic fund transfer no later than July 26, 2024. Please use the enclosed electronic fund transfer information to perform this transaction.

If you have any questions, please contact me at 312-846-5560 or on my cell 312-860-0123.

Sincerely,

SAMARA.IMAD.1230417250
Digitally signed by SAMARA.IMAD.1230417250
Date: 2024.07.12 15:28:29 -05'00'

Imad N Samara
Project Manager

Enclosures

Printed on Recycled Paper

Exhibit B

Project Partnering Agreement

AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
VILLAGE OF LEMONT, ILLINOIS
FOR
DESIGN AND CONSTRUCTION ASSISTANCE
FOR THE
LEMONT ILLINOIS WATER DISTRIBUTION IMPROVEMENTS SECTION 219 PROJECT

THIS AGREEMENT is entered into this 12 day of July, 2024, by and between the Department of the Army (hereinafter the "Government"), represented by the District Commander for Chicago District (hereinafter the "District Commander") and the Village of Lemont, Illinois (hereinafter the "Non-Federal Sponsor"), represented by its Mayor.

WITNESSETH, THAT:

WHEREAS, the provision of design and construction assistance for the non-Federal project for Lemont Illinois Water Distribution Improvements Section 219 Project at Village of Lemont, Cook County, Illinois was authorized by Section 219(f)(54) of the Water Resources Development Act of 1992, Public Law 102-580, as amended (hereinafter "Section 219");

WHEREAS, the Government will provide design and construction assistance by undertaking increment(s) of work, as defined in Article I.A. of this Agreement;

WHEREAS, Section 219(b) specifies applicable cost-sharing requirements; and

WHEREAS, the Government and the Non-Federal Sponsor have the full authority and capability to perform in accordance with the terms of this Agreement and acknowledge that this Agreement shall be enforceable in the appropriate district court of the United States.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I - DEFINITIONS

A. The term "increment of work" means design and construction of features, as generally described in a Letter Report, and approved by the District Commander for Chicago District. The initial increment of work consists of improvement of water supply infrastructure within the Village of Lemont, as generally described in the Letter Report for Lemont Illinois Water Distribution Improvements], dated May 2024 and approved by the Acting District Commander for Chicago District on May 9, 2024. Each additional increment of work, if any, will be described in a separate Letter Report, which will specify the amount of Federal funds available for such work. In the event of a conflict between this Agreement and a Letter Report, this Agreement will control.

B. The term "HTRW" means hazardous, toxic, and radioactive wastes, which includes any material listed as a "hazardous substance" (42 U.S.C. 9601(14)) regulated under the Comprehensive Environmental Response, Compensation, and Liability Act (hereinafter "CERCLA") (42 U.S.C. 9601-9675) and any other regulated material in accordance with applicable laws and regulations.

C. The term "construction costs" means all costs incurred by the Government and Non-Federal Sponsor in accordance with the terms of this Agreement that are directly related to design and construction of an increment of work and cost shared. The term includes the Government's costs of engineering, design, including preparation of Letter Reports and conducting environmental compliance activities, and construction; the Government's supervision and administration costs; the Non-Federal Sponsor's creditable costs for providing real property interests, relocations, and in-kind contributions, if any; and the costs of historic preservation activities except for data recovery for historic properties, if any. The term does not include any costs for operation and maintenance; HTRW cleanup and response; dispute resolution; participation by the Government and the Non-Federal Sponsor in the Coordination Team to discuss significant issues and actions; audits; betterments; or the Non-Federal Sponsor's cost of negotiating this Agreement.

D. The term "real property interests" means lands, easements, and rights-of-way, including those required for relocations and borrow and dredged material placement areas. Acquisition of real property interests may require the performance of relocations.

E. The term "relocation" means the provision of a functionally equivalent facility to the owner of a utility, cemetery, highway, railroad, or public facility when such action is required in accordance with applicable legal principles of just compensation. Providing a functionally equivalent facility may include the alteration, lowering, raising, or replacement and attendant demolition of the affected facility or part thereof.

F. The term "in-kind contributions" means those services undertaken or materials provided by the Non-Federal Sponsor after the date of approval of the Letter Report for the increment of work that are identified as being integral to the design or construction of that increment of work, and approved in writing, by the Division Commander for Great Lakes and Ohio River Division (hereinafter the "Division Commander"). To be integral, the service or material must be part of work that the Government would otherwise have undertaken for design or construction of that increment of work. The in-kind contributions also include any initial investigations performed by the Non-Federal Sponsor to identify the existence and extent of any HTRW that may exist in, on, or under real property interests required for an increment of work; however, it does not include HTRW cleanup and response.

G. The term "betterments" means a difference in design or construction of an increment of work that results from the application of standards that the Government determines exceed those that the Government would otherwise apply to design or construction of that work.

H. The term "fiscal year" means one year beginning on October 1st and ending on September 30th of the following year.

ARTICLE II - OBLIGATIONS OF THE PARTIES

A. In accordance with Federal laws, regulations, and policies, the Government shall design and construct each increment of work using funds appropriated by the Congress and funds provided by the Non-Federal Sponsor. If after completion of the design portion of an increment of work, the parties mutually agree in writing not to proceed with construction of that increment of work, the parties shall conclude their activities relating to that increment of work and proceed to a final accounting in accordance with Article VI.E. In carrying out its obligations under this Agreement, the Non-Federal Sponsor shall comply with all requirements of applicable Federal laws and implementing regulations, including but not limited to, if applicable, Section 601 of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d), and Department of Defense Directive 5500.11 issued pursuant thereto; the Age Discrimination Act of 1975 (42 U.S.C. 6102); and the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Army Regulation 600-7 issued pursuant thereto.

B. The amount of Federal funds for each increment of work is limited to the amount identified in the Letter Report for that increment of work, with the Non-Federal Sponsor responsible for all costs in excess of that amount.

C. The Non-Federal Sponsor shall contribute for each increment of work at least 25 percent of construction costs, as follows:

1. In accordance with Article III, the Non-Federal Sponsor shall provide the real property interests and relocations required for construction and operation and maintenance of each increment of work.

2. If providing in-kind contributions for an increment of work, the Non-Federal Sponsor shall obtain all applicable licenses and permits necessary for such work. The Non-Federal Sponsor shall begin operation and maintenance as functional portions of such work are completed. Upon completion of the work, the Non-Federal Sponsor shall so notify the Government within 30 calendar days and provide the Government with a copy of as-built drawings for the work.

3. After considering the estimated amount of credit that will be afforded to the Non-Federal Sponsor pursuant to paragraphs C.1. and C.2., above, the Government shall determine the estimated amount of funds required from the Non-Federal Sponsor to meet its minimum 25 percent cost share for the then-current fiscal year. No later than 60 calendar days after receipt of notification from the Government, the Non-Federal Sponsor shall provide the full amount of such required funds to the Government in accordance with Article VI.C.

4. No later than August 1st prior to each subsequent fiscal year, the Government shall provide the Non-Federal Sponsor with a written estimate of the full amount of funds required from the Non-Federal Sponsor during that fiscal year to meet its cost share. No later

than September 1st prior to that fiscal year, the Non-Federal Sponsor shall provide the full amount of such required funds to the Government in accordance with Article VI.C.

5. If all Federal funds available for an increment of work will be exhausted prior to completion of such work, the Government shall notify the Non-Federal Sponsor of the full amount of funds required to complete the increment of work, and the Non-Federal Sponsor shall provide the full amount of such required funds to the Government in accordance with Article VI.C. within 60 days of such notification or shall complete such work as in-kind contributions in accordance with paragraph C.2. above.

D. To the extent practicable and in accordance with Federal law, regulations, and policies, the Government shall afford the Non-Federal Sponsor the opportunity to review and comment on contract solicitations, including relevant plans and specifications, prior to the Government's issuance of such solicitations; proposed contract modifications, including change orders; and contract claims prior to resolution thereof. Ultimately, the contents of solicitations, award of contracts, execution of contract modifications, and resolution of contract claims shall be exclusively within the control of the Government.

E. The Government, as it determines necessary, shall undertake actions associated with historic preservation, including, but not limited to, the identification and treatment of historic properties as those properties are defined in the National Historic Preservation Act of 1966, as amended (54 U.S.C. 300101-307108). All costs incurred by the Government for such work (including the mitigation of adverse effects other than data recovery) shall be included in construction costs and shared in accordance with the provisions of this Agreement. If historic properties are discovered during construction and the effect(s) of construction are determined to be adverse, strategies shall be developed to avoid, minimize, or mitigate these adverse effects. In accordance with 54 U.S.C. 312507, up to 1 percent of the total amount available for each increment of work may be applied toward data recovery of historic properties and such costs shall be borne entirely by the Government. In the event that costs associated with data recovery of historic properties exceed 1 percent of the total amount authorized to be appropriated for each increment of work, in accordance with 54 U.S.C. 312508, the Government will seek a waiver from the 1 percent limitation under 54 U.S.C. 312507 and upon receiving the waiver, will proceed with data recovery at full Federal expense. Nothing in this Agreement shall limit or otherwise prevent the Non-Federal Sponsor from voluntarily contributing costs associated with data recovery that exceed 1 percent.

F. When the District Commander determines that construction of an increment of work is complete, the District Commander shall so notify the Non-Federal Sponsor in writing within 30 calendar days of such determination. The Non-Federal Sponsor is responsible for operation and maintenance of such increment of work, at no cost to the Government. The Government shall furnish the Non-Federal Sponsor with a copy of the as-built drawings for the completed work.

G. The Non-Federal Sponsor shall not use Federal program funds to meet any of its obligations under this Agreement unless the Federal agency providing the funds verifies in writing that the funds are authorized to be used for the increment of work. Federal program

funds are those funds provided by a Federal agency, plus any non-Federal contribution required as a matching share therefor.

H. In addition to the ongoing, regular discussions between the parties, the Government and the Non-Federal Sponsor may establish a Coordination Team to discuss significant issues or actions. Neither the Government's nor the Non-Federal Sponsor's costs for participation on the Coordination Team shall be included in construction costs for cost-sharing purposes.

I. The Non-Federal Sponsor may request in writing that the Government perform betterments on the Non-Federal Sponsor's behalf. Each request shall be subject to review and written approval by the Division Commander. If the Government agrees to such request, the Non-Federal Sponsor, in accordance with Article VI.F., must provide funds sufficient to cover the costs of the betterments in advance of the Government performing the work. In addition, the Non-Federal Sponsor is responsible for providing the real property interests and relocations required for construction, operation, and maintenance of such work at no cost to the Government.

ARTICLE III - REAL PROPERTY INTERESTS AND RELOCATIONS

A. The Government, after consultation with the Non-Federal Sponsor, shall determine the real property interests required for construction, operation, and maintenance of each increment of work. The Government shall provide the Non-Federal Sponsor with general written descriptions, including maps as appropriate, of the real property interests that the Government determines the Non-Federal Sponsor must provide for construction, operation, and maintenance of such work, and provide the Non-Federal Sponsor with a written notice to proceed with acquisition. The Non-Federal Sponsor shall acquire the real property interests and shall provide the Government with authorization for entry thereto according to the Government's construction schedule for such work. The Non-Federal Sponsor shall ensure that real property interests provided for such work are retained in public ownership and, in accordance with Article IV.A., that the real property interests are investigated and that HTRW does not exist in, on, or under the real property interests.

B. The Government, after consultation with the Non-Federal Sponsor, shall determine the relocations required for construction, operation, and maintenance of each increment of work, provide the Non-Federal Sponsor with general written descriptions, including maps as appropriate, of such relocations, and provide the Non-Federal Sponsor with a written notice to proceed with such relocations. The Non-Federal Sponsor shall perform or ensure the performance of these relocations in accordance with the Government's construction schedule for such work.

C. In acquiring the real property interests for the Project, the Non-Federal Sponsor assures the Government that it will comply with the following:

(1) fair and reasonable relocation payments and assistance shall be provided to or for displaced persons, as are required to be provided by a Federal agency under 42 U.S.C. 4622, 4623 and 4624;

(2) relocation assistance programs offering the services described in 42 U.S.C. 4625 shall be provided to such displaced persons;

(3) within a reasonable period of time prior to displacement, comparable replacement dwellings will be available to displaced persons in accordance with 42 U.S.C. 4625(c)(3);

(4) in acquiring real property, the Non-Federal Sponsor will be guided, to the greatest extent practicable under State law, by the land acquisition policies in 42 U.S.C. 4651 and the provisions of 42 U.S.C. 4652; and

(5) property owners will be paid or reimbursed for necessary expenses as specified in 42 U.S.C. 4653 and 4654.

ARTICLE IV - HTRW

A. The Non-Federal Sponsor shall be responsible for undertaking any investigations to identify the existence and extent of any HTRW regulated under applicable law, that may exist in, on, or under real property interests for construction, operation, and maintenance of each increment of work.

B. In the event it is discovered that HTRW exists in, on, or under any of the required real property interests needed for construction, operation, and maintenance of an increment or work, the Non-Federal Sponsor and the Government shall provide written notice to each other within 15 calendar days of such discovery, in addition to providing any other notice required by applicable law. If HTRW is discovered prior to acquisition, the Non-Federal Sponsor shall not proceed with the acquisition of such real property interests until the parties agree that the Non-Federal Sponsor should proceed. If HTRW is discovered after acquisition of the real property interests, no further activities within the contaminated area of that increment of work shall proceed until the parties agree on an appropriate course of action.

C. If HTRW is found to exist in, on, or under any required real property interests, the parties shall consider any liability that might arise under applicable law and determine whether to initiate construction, or if already initiated, whether to continue, suspend, or terminate construction.

1. Should the parties initiate or continue construction, the Non-Federal Sponsor shall be solely responsible, as between the Government and the Non-Federal Sponsor, for the performance and costs of cleanup and response of the HTRW, including the costs of any studies and investigations necessary to determine an appropriate response to the contamination. The Non-Federal Sponsor shall pay such costs without reimbursement or credit by the Government.

In no event will the Government proceed with that construction before the Non-Federal Sponsor has completed the required cleanup and response actions.

2. In the event the parties cannot reach agreement on how to proceed or the Non-Federal Sponsor fails to discharge its responsibilities under this Article upon direction by the Government, the Government may suspend or terminate construction. Additionally, the Government may undertake any actions it determines necessary to avoid a release of such HTRW with the Non-Federal Sponsor responsible for such costs without credit or reimbursement by the Government.

D. In the event of a HTRW discovery, the Non-Federal Sponsor and the Government shall initiate consultation with each other within 15 calendar days in an effort to ensure that responsible parties bear any necessary cleanup and response costs as required by applicable law. Any decision made pursuant to this Article shall not relieve any third party from any HTRW liability that may arise under applicable law.

E. To the maximum extent practicable, the Government and Non-Federal Sponsor shall perform their responsibilities under this Agreement in a manner that will not cause HTRW liability to arise under applicable law.

F. As between the Government and the Non-Federal Sponsor, the Non-Federal Sponsor shall be considered the owner and operator of each increment of work for purposes of CERCLA liability or other applicable law.

ARTICLE V - CREDIT FOR REAL PROPERTY INTERESTS, RELOCATIONS, AND CREDIT FOR IN-KIND CONTRIBUTIONS

A. The Government and the Non-Federal Sponsor agree that the Non-Federal Sponsor's costs that are eligible for inclusion in the construction costs for an increment of work and credited towards the Non-Federal Sponsor's share of such costs shall be determined in accordance with the following procedures, requirements, and conditions and subject to audit in accordance with Article X.B. to determine reasonableness, allocability, and allowability of costs.

1. Real Property Interests.

a. General Procedure. The Government shall include in construction costs and credit towards the Non-Federal Sponsor's share of such costs the value of required real property interests acquired from private owners after the date of approval of the Letter Report for an increment of work except that the value of real property interests donated to the Non-Federal Sponsor are not eligible for credit. The Non-Federal Sponsor shall obtain, for each creditable real property interest, an appraisal of the fair market value of such interest that is prepared by a qualified appraiser who is acceptable to the parties. Subject to valid jurisdictional exceptions, the appraisal shall conform to the Uniform Standards of Professional Appraisal Practice. The appraisal must be prepared in accordance with the applicable rules of just compensation, as

specified by the Government. To the maximum extent practicable, no later than 3 months after it provides the Government with authorization for entry onto a real property interest or pays compensation to the owner for an increment of work, whichever occurs later, the Non-Federal Sponsor shall provide documentation, satisfactory to the Government, for the Government to determine the value of the required real property interests that are creditable to the Non-Federal Sponsor's share of such construction costs.

(1) Date of Valuation. The fair market value of real property interests acquired from private owners by the Non-Federal Sponsor after the date of approval of the Letter Report for an increment of work shall be the fair market value of such real property interests at the time the interests are acquired.

(2) Except for real property interests acquired through eminent domain proceedings instituted after the date of approval of the Letter Report for an increment of work, the Non-Federal Sponsor shall submit an appraisal for each real property interest to the Government for review and approval no later than, to the maximum extent practicable, 60 calendar days after the Non-Federal Sponsor provides the Government with an authorization for entry for such interest or concludes the acquisition of the interest, whichever occurs later. If, after coordination and consultation with the Government, the Non-Federal Sponsor is unable to provide an appraisal that is acceptable to the Government, the Government shall obtain an appraisal to determine the fair market value of the real property interest for crediting purposes.

(3) The Government shall credit the Non-Federal Sponsor the appraised amount approved by the Government. Where the amount paid or proposed to be paid by the Non-Federal Sponsor exceeds the approved appraised amount, the Government, at the Non-Federal Sponsor's request, shall consider all factors relevant to determining fair market value and, in its sole discretion, after consultation with the Non-Federal Sponsor, may approve in writing an amount greater than the appraised amount for crediting purposes.

b. Eminent Domain Procedure. For real property interests acquired by eminent domain proceedings instituted after the date of approval of the Letter Report for an increment of work, the Non-Federal Sponsor shall notify the Government in writing of its intent to institute such proceedings and submit the appraisals of the specific real property interests to be acquired for review and approval by the Government. If the Government provides written approval of the appraisals, the Non-Federal Sponsor shall use the amount set forth in such appraisals as the estimate of just compensation for the purpose of instituting the eminent domain proceeding. If the Government provides written disapproval of the appraisals, the Government and the Non-Federal Sponsor shall consult to promptly resolve the issues that are identified in the Government's written disapproval. In the event that the issues cannot be resolved, the Non-Federal Sponsor may use the amount set forth in its appraisal as the estimate of just compensation for the purpose of instituting the eminent domain proceeding. The fair market value for crediting purposes shall be either the amount of the court award for the real property interests taken or the amount of any stipulated settlement or portion thereof that the Government approves in writing.

c. Waiver of Appraisal. Except as required by paragraph C.1.b. of this Article, the Government may waive the requirement for an appraisal pursuant to this paragraph if, in accordance with 49 C.F.R. Section 24.102(c)(2), the Non-Federal Sponsor determines that an appraisal is unnecessary because the valuation problem is uncomplicated and the anticipated value of the real property interest proposed for acquisition is estimated at $25,000 or less, based on a review of available data. When the Non-Federal Sponsor determines that an appraisal is unnecessary, the Non-Federal Sponsor shall prepare the written waiver valuation required by 49 C.F.R. Section 24.102(c)(2) and submit a copy thereof to the Government for approval. When the anticipated value of the real property interest exceeds $10,000, up to a maximum of $25,000, the Non-Federal Sponsor must offer the owner the option of having the Non-Federal Sponsor appraise the real property interest.

d. Incidental Costs. The Government shall include in construction costs and credit towards the Non-Federal Sponsor's share of such costs, the incidental costs, documented to the satisfaction of the Government, that the Non-Federal Sponsor incurred in acquiring required real property interests from private owners required for an increment of work after the date of approval of the Letter Report for such work. Such incidental costs include closing and title costs, appraisal costs, survey costs, attorney's fees, plat maps, mapping costs, actual amounts expended for payment of any relocation assistance benefits provided in accordance with Article III.C., and other payments by the Non-Federal Sponsor for items that are generally recognized as compensable, and required to be paid, by applicable state law due to the acquisition of required real property interests.

e. Any publicly owned real property interests or real property interests owned by the Non-Federal Sponsor on the date of approval of the Letter Report and required for an increment of work will be provided by the Non-Federal Sponsor at no cost to the Government.

2. Relocations. The Government shall include in construction costs and credit towards the Non-Federal Sponsor's share of such costs, the costs of required relocations performed by the Non-Federal Sponsor after approval of the Letter Report for an increment of work. As relocations are completed for an increment of work and no later than 90 calendar days after such completion, the Non-Federal Sponsor shall provide documentation, satisfactory to the Government, for the Government to determine the costs that are creditable to the Non-Federal Sponsor's share of such construction costs.

a. For a relocation other than a highway, creditable costs shall be only that portion of relocation costs that the Government determines is necessary to provide a functionally equivalent facility, reduced by depreciation, as applicable, and the salvage value of any removed items.

b. For a relocation of a highway, which is any highway, roadway, or street, including any bridge thereof, that is owned by a public entity, creditable costs shall be only that portion of relocation costs that would be necessary to accomplish the relocation in accordance with the design standard that the State of Illinois would apply under similar conditions of geography and traffic load, reduced by the salvage value of any removed items.

c. Relocation costs, as determined by the Government, include actual costs of performing the relocation; planning, engineering, and design costs; and supervision and administration costs. Relocation costs do not include any costs associated with betterments, as determined by the Government, nor any additional cost of using new material when suitable used material is available.

3. In-Kind Contributions. The Government shall include in construction costs for an increment of work and credit towards the Non-Federal Sponsor's share of such costs, the costs of in-kind contributions performed by the Non-Federal Sponsor after the date of approval of the Letter Report for such work.

a. As in-kind contributions are completed for an increment of work and no later than 90 calendar days after such completion, the Non-Federal Sponsor shall provide documentation, satisfactory to the Government, for the Government to determine the costs that are creditable to the Non-Federal Sponsor's share of such construction costs. Appropriate documentation includes invoices and certification of specific payments to contractors, suppliers, and the Non-Federal Sponsor's employees.

b. The following costs are not eligible for inclusion in construction costs for an increment of work or creditable against the Non-Federal Sponsor's share of such costs: interest charges, or any adjustment to reflect changes in price levels between the time the in-kind contributions are completed and credit is afforded; in-kind contributions obtained at no cost to the Non-Federal Sponsor; or costs that exceed the Government's estimate of the cost for such in-kind contributions.

c. Although design performed by the Non-Federal Sponsor prior to approval of the Letter Report for an increment of work is not creditable as in-kind contributions under this Agreement, the Non-Federal Sponsor, at no cost to the Government, may voluntarily provide such design to the Government. The Government, in its sole discretion, may accept, modify, or reject such design, or any portion thereof, for use in constructing that increment of work. Prior to commencement of review by the Government of such design, the Non-Federal Sponsor shall provide a written certification and warranty to the Government that such design is free from any legal encumbrances and use restrictions, including but not limited to, any intellectual property rights and outstanding licensing requirements.

4. Compliance with Federal Labor Laws. In undertaking relocations and construction of in-kind contributions for an increment of work, the Non-Federal Sponsor shall comply with applicable Federal labor laws covering non-Federal construction, including, but not limited to, 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (labor standards originally enacted as the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, and the Copeland Anti-Kickback Act), and credit may be withheld, in whole or in part, as a result of the Non-Federal Sponsor's failure to comply with its obligations under these laws.

B. Notwithstanding any other provision of this Agreement, the Non-Federal Sponsor shall not be entitled to credit or reimbursement for any costs it incurs for real property interests,

relocations, and in-kind contributions that exceed 25 percent of construction costs for an increment of work, and any such excess amount cannot be applied towards the non-Federal cost share for another increment of work; and for any costs incurred by the Non-Federal Sponsor prior to the effective date of this Agreement.

ARTICLE VI – PAYMENT OF FUNDS

A. As of the effective date of this Agreement, construction costs for the initial increment of work are projected to be $1,058,333, with the amount of Federal funds available for such work limited to $800,000. The Non-Federal Sponsor's share of construction costs for the initial increment of work is projected to be $258,333, which includes creditable real property interests projected to be $0, creditable relocations projected to be $0, creditable in-kind contributions projected to be $0, and the amount of funds required to meet its minimum 25 percent cost share projected to be $258,333. The Letter Report for each additional increment of work will include information on the Federal funds available for the increment of work and the Non-Federal Sponsor's share of construction costs for such work. These amounts are estimates only that are subject to adjustment by the Government and are not to be construed as the total financial responsibilities of the Non-Federal Sponsor.

B. For each increment of work, the Government shall provide the Non-Federal Sponsor with monthly reports setting forth the estimated construction costs and the Government's and Non-Federal Sponsor's estimated shares of such costs; costs incurred by the Government, using both Federal and Non-Federal Sponsor funds, to date; the amount of funds provided by the Non-Federal Sponsor to date; the estimated amount of any creditable real property interests and relocations; the estimated amount of any creditable in-kind contributions; and the estimated amount of funds required from the Non-Federal Sponsor during the upcoming fiscal year.

C. The Non-Federal Sponsor shall provide the funds required to meet its share of construction costs by delivering a check payable to "FAO, USAED, Chicago (H6)" to the District Commander, or verifying to the satisfaction of the Government that the Non-Federal Sponsor has deposited such required funds in an escrow or other account acceptable to the Government, with interest accruing to the Non-Federal Sponsor, or by providing an Electronic Funds Transfer of such required funds in accordance with procedures established by the Government.

D. The Government shall draw from the funds provided by the Non-Federal Sponsor to cover the non-Federal share of construction costs as those costs are incurred. If the Government determines at any time that additional funds are needed from the Non-Federal Sponsor to cover the Non-Federal Sponsor's required share of such construction costs, the Government shall provide the Non-Federal Sponsor with written notice of the amount of additional funds required. Within 60 calendar days from receipt of such notice, the Non-Federal Sponsor shall provide the Government with the full amount of such additional required funds.

E. Upon completion of each increment of work, including resolution of all relevant claims and appeals and eminent domain proceedings, the Government shall conduct a final accounting and furnish the Non-Federal Sponsor with the written results of such final

accounting. Should such final accounting determine that additional funds are required from the Non-Federal Sponsor, the Non-Federal Sponsor, within 60 calendar days of receipt of written notice from the Government, shall provide the Government with the full amount of such additional required funds by delivering a check payable to "FAO, USAED, Chicago (H6)" to the District Commander, or by providing an Electronic Funds Transfer of such required funds in accordance with procedures established by the Government. Such final accounting does not limit the Non-Federal Sponsor's responsibility to pay its share of construction costs, including contract claims or any other liability that may become known after the final accounting.

F. If the Government agrees to include betterments on the Non-Federal Sponsor's behalf, the Government shall provide written notice to the Non-Federal Sponsor of the amount of funds required to cover such costs. No later than 60 calendar days after receiving written notice from the Government, the Non-Federal Sponsor shall make the full amount of such required funds available to the Government through either payment method specified in Article VI.E. If at any time the Government determines that additional funds are required to cover such costs, the Non-Federal Sponsor shall provide those funds within 30 calendar days from receipt of written notice from the Government. If the Government determines that funds provided by the Non-Federal Sponsor exceed the amount required for the Government to complete such work, the Government shall refund any remaining unobligated amount.

ARTICLE VII - TERMINATION OR SUSPENSION

A. If at any time the Non-Federal Sponsor fails to fulfill its obligations under this Agreement, the Government may suspend or terminate design or construction.

B. In the event of termination, the parties shall conclude their activities relating to design and construction and conduct a final accounting in accordance with Article VI.E. To provide for this eventuality, the Government may reserve a percentage of available funds as a contingency to pay the costs of termination, including any costs of resolution of real property acquisition, resolution of contract claims, and resolution of contract modifications.

C. If HTRW is found to exist in, on, or under any required real property interests, the parties shall follow the procedures set forth in Article IV.

D. Any suspension or termination shall not relieve the parties of liability for any obligation incurred. Any delinquent payment owed by the Non-Federal Sponsor pursuant to this Agreement shall be charged interest at a rate, to be determined by the Secretary of the Treasury, equal to 150 per centum of the average bond equivalent rate of the 13 week Treasury bills auctioned immediately prior to the date on which such payment became delinquent, or auctioned immediately prior to the beginning of each additional 3 month period if the period of delinquency exceeds 3 months.

ARTICLE VIII - HOLD AND SAVE

The Non-Federal Sponsor shall hold and save the Government free from all damages arising from design, construction, or operation and maintenance of any work under this Agreement, except for damages due to the fault or negligence of the Government or its contractors.

ARTICLE IX - DISPUTE RESOLUTION

As a condition precedent to a party bringing any suit for breach of this Agreement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to the parties. Each party shall pay an equal share of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

ARTICLE X - MAINTENANCE OF RECORDS AND AUDITS

A. The parties shall develop procedures for the maintenance by the Non-Federal Sponsor of books, records, documents, or other evidence pertaining to costs and expenses for a minimum of three years after the final accounting. The Non-Federal Sponsor shall assure that such materials are reasonably available for examination, audit, or reproduction by the Government.

B. The Government may conduct, or arrange for the conduct of, audits. Government audits shall be conducted in accordance with applicable Government cost principles and regulations. The Government's costs of audits shall not be included in construction costs.

C. To the extent permitted under applicable Federal laws and regulations, the Government shall allow the Non-Federal Sponsor to inspect books, records, documents, or other evidence pertaining to costs and expenses maintained by the Government, or at the Non-Federal Sponsor's request, provide to the Non-Federal Sponsor or independent auditors any such information necessary to enable an audit of the Non-Federal Sponsor's activities under this Agreement. The Non-Federal Sponsor shall pay the costs of non-Federal audits without reimbursement or credit by the Government.

ARTICLE XI - RELATIONSHIP OF PARTIES

In the exercise of their respective rights and obligations under this Agreement, the Government and the Non-Federal Sponsor each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other. Neither party shall provide, without the consent of the other party, any contractor with a release that waives or purports to waive any rights a party may have to seek relief or redress against that contractor.

ARTICLE XII - NOTICES

A. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally or mailed by registered or certified mail, with return receipt, as follows:

If to the Non-Federal Sponsor:
Mayor
418 Main Street
Lemont, Illinois 60439

If to the Government:
District Commander
U.S. Army Corps of Engineers, Chicago District
231 South LaSalle Street, Suite 1500
Chicago, Illinois 60604

B. A party may change the recipient or address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

ARTICLE XIII - CONFIDENTIALITY

To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

ARTICLE XIV - THIRD PARTY RIGHTS, BENEFITS, OR LIABILITIES

Nothing in this Agreement is intended, nor may be construed, to create any rights, confer any benefits, or relieve any liability, of any kind whatsoever in any third person not a party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the District Commander.

DEPARTMENT OF THE ARMY

BY: Digitally signed by ROCKWELL.KENNETH.PAUL.1237939120 Date: 2024.07.12 13:56:48 -05'00'

KENNETH P. ROCKWELL
COL, U.S. Army
Commanding

DATE: 7/12/24

VILLAGE OF LEMONT, ILLINOIS

BY:

John Egofske
Mayor

DATE: June 17, 2024

CERTIFICATE OF AUTHORITY

I, Mike Stillman, do hereby certify that I am the principal legal officer of the Village of Lemont, Illinois that the Village of Lemont, Illinois is a legally constituted public body with full authority and legal capability to perform the terms of the Agreement between the Department of the Army and the Village of Lemont, Illinois in connection with the Sec 219 Village of Lemont Water Distribution Improvements, and to pay damages, if necessary, in the event of the failure to perform in accordance with the terms of this Agreement and that the persons who have executed this Agreement on behalf of the Village of Lemont, Illinois have acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this 17 day of June 2024.

Mike Stillman
Village of Lemont, IL
Village Attorney

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

John Egofske
Mayor
Village of Lemont, IL

DATE: June 17, 2024

Exhibit C

Project Location Map

US Army Corps
of Engineers ®
Chicago District

HRGreen
FIRM NO. F-11278
323 ALANA DRIVE
NEW LENOX, IL 60451
PH: 815.462.9324

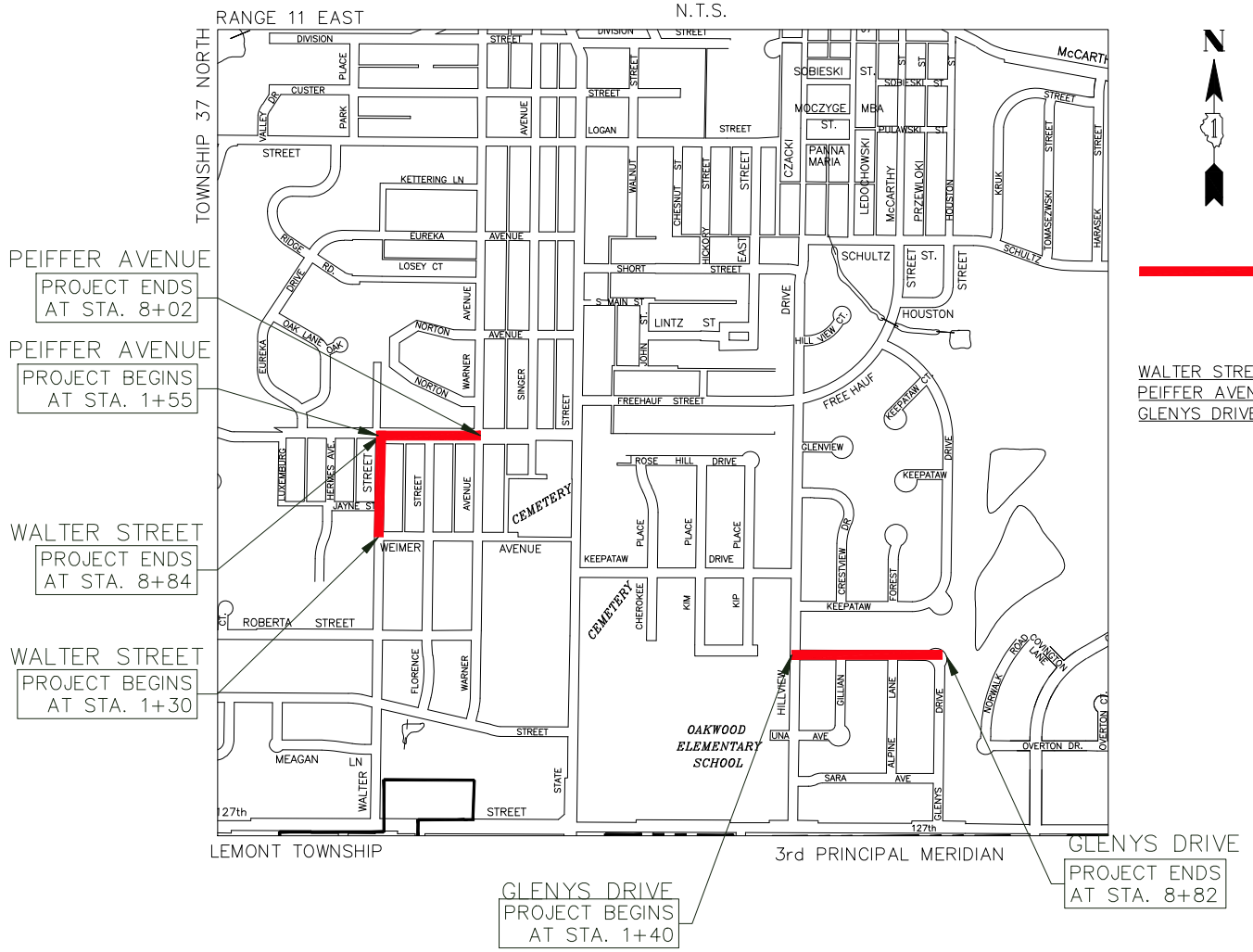
VILLAGE OF LEMONT
LEMONT TOWNSHIP - COOK COUNTY - ILLINOIS
USACE/LEMONT WATER MAIN IMPROVEMENTS

BASE BID: WALTER STREET & PEIFFER AVE
OPTION 1: GLENYS DRIVE

SHEET INDEX

SHEET NUMBER	SHEET REFERENCE TITLE
1.)	COVER SHEET: INDEX TO SHEETS, LOCATION MAP, LENGTH OF PROJECT
2.)	GENERAL CONSTRUCTION NOTES, STANDARD SYMBOLS
3.)	WATER MAIN CONSTRUCTION NOTES, SPECIAL PROJECT NOTES, IEPA REQUIREMENTS FOR SEPARATION OF SEWERS AND WATER MAINS
4.)	SUMMARY OF QUANTITIES
5.)	REAL ESTATE EXHIBIT
6.-7.)	PLAN & PROFILE: WALTER STREET – WATER MAIN IMPROVEMENTS – BASE BID
8.-9.)	PLAN & PROFILE: PEIFFER AVE – WATER MAIN IMPROVEMENTS – BASE BID
10.-11.)	PLAN & PROFILE: GLENYS DRIVE – WATER MAIN IMPROVEMENTS – OPTION 1
12.-19.)	CONSTRUCTION DETAILS
20.-21.)	S.W.P.P.P STANDARDS
22.-25.)	ILLINOIS DOT TRAFFIC CONTROL HIGHWAY STANDARDS

PROJECT LOCATION MAP
N.T.S.



DENOTES LOCATION OF IMPROVEMENTS

LENGTH OF PROJECT

WALTER STREET	– (WEIMER AVENUE TO PEIFFER AVENUE)	752 FT (0.14 MILES)
PEIFFER AVENUE	– (WALTER STREET TO WARNER AVENUE)	647 FT (0.12 MILES)
GLENYS DRIVE	– (HILLVIEW DRIVE TO ALPINE LANE)	742 FT (0.14 MILES)
		TOTAL 2141 FT (0.40 MILES)

SOLICITATION NO.:
CONTRACT NO.:
ISSUE DATE:
BID SET

Dial 811 or 1-800-892-0123
811
Know what's below.
Call before you dig.

WITH THE FOLLOWING:
COUNTY COOK
CITY-TOWNSHIP LEMONT TOWNSHIP
SEC. & 1/4 SEC. NO.#
Two (2) working days before you dig
(Excluding Sat., Sun. & Holidays)

LICENSED PROFESSIONAL ENGINEER
BRUCE A. HILL
062-059134
STATE OF ILLINOIS

I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Illinois.

BRUCE A. HILL, P.E. DATE
License Number: 062-059134
My license renewal date is November 30, 2025.
Pages or sheets covered by this seal:
-

US Army Corps of Engineers®

MARK	DESCRIPTION	DATE

ISSUE DATE:
SOLICITATION NO.:
CONTRACT NO.:
DESIGNED BY:
DRAWN BY:
CHECKED BY:
SUBMITTED BY:
SIZE:

US ARMY CORPS OF ENGINEERS
CHICAGO DISTRICT
CHICAGO, ILLINOIS

FIRM NO. F-11278
323 ALANA DRIVE
NEW LENOX, IL 60451
PH: 815.462.9324
HRGreen

VILLAGE OF LEMONT
USACE/LEMONT WATER MAIN IMPROVEMENTS,
WALTER STREET, PEIFFER AVENUE & GLENYS DRIVE

COVER SHEET AND NOTES
COVER SHEET
LOCATION MAP
INDEX OF SHEETS

SHEET ID
1

Printing: Date 2023-11-29 Time 1:03 PM By dmih.gerstung File Path: \\hrgreen.com\HRG\Data\2021\23032320\Design\CAD\Dwgs\23088 - DWG\23088 - 01 - COVER.dwg 1 COVER SHEET

418 Main Street | Lemont, IL 60439

TO: Village Board Meeting
FROM: Ted Friedley, Public Works
THROUGH:
SUBJECT: A Resolution Approving Award of Contract for 2024 Sanitary Sewer Lining Project
DATE: July 22, 2024

SUMMARY/BACKGROUND
Five (5) bids were received on June 28,2024 for the 2024 Sanitary Sewer Lining project, which work includes the construction of 1,450 feet of 8 inch cured in place sanitary sewer pipe liner, and all appurtenant construction. The low bid amount was submitted by Performance Pipelining, Inc., 1551 W. Norris Drive, Ottawa IL 61350, in the amount of $73,475.00.

ANALYSIS
The 2024 Sanitary Sewer Lining project is consistent with the Village's 5-year Capital Improvement Plan and is included in the FY25 Budget

Consistency with Village Policy
5-Year Capital Improvement Plan (if applicable)

STAFF RECOMMENDATION
Pass Resolution awarding the contract for 2024 Sanitary Sewer Lining Project

BOARD ACTION REQUESTED
Pass Resolution awarding the contract for 2024 Sanitary Sewer Lining Project

ATTACHMENTS
A Resolution Approving Award of Contract for 2024 Sanitary Sewer Lining Project.pdf

VILLAGE OF LEMONT

RESOLUTION
NUMBER R-___-24

RESOLUTION APPROVING AWARD OF CONTRACT FOR 2024 SANITARY SEWER LINING PROJECT

JOHN EGOFSKE, Village President
CHARLENE M. SMOLLEN, Clerk

JANELLE KITTRIDGE
DAVE MAHER
KEN MCCLAFFERTY
KEVIN SHAUGHNESSY
RICK SNIEGOWSKI
RON STAPLETON
Trustees

Published in pamphlet form by authority of the Village President and Board of Trustees of the Village of Lemont on __-__-2024

RESOLUTION NO. R-_____-24

RESOLUTION APPROVING AWARD OF CONTRACT FOR 2024 SANITARY SEWER LLINING PROJECT

WHEREAS the Village of Lemont requires that the 2024 Sanitary Sewer Lining Project be completed; and

WHEREAS, the Village seeks to utilize the services of Performance Pipelining, Inc. for such work; and

WHEREAS, Performance Pipelining, Inc., 1551 W. Norris Drive, Ottawa, IL 61350 submitted a low bid for such work in the amount of $73,475.00.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Lemont, Counties of Cook, Will and DuPage, Illinois, as follows:

SECTION 1:

The agreement attached hereto as Exhibit A is hereby approved.

SECTION 2:

The Village Administrator is hereby authorized to execute the agreement and to make minor changes to the document prior to execution that do not materially alter the Village's obligations, to execute any other agreements and documentation as well as to take any other steps necessary to carry out this resolution.

SECTION 3:

This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DUPAGE, ILLINOIS, ON THIS _____ DAY OF _____ 2024.

PRESIDENT AND VILLAGE BOARD MEMBERS:

	AYES:	NAYES:	ABSENT:	ABSTAIN:
Janelle Kittridge	_____	_____	_____	_____
Dave Maher	_____	_____	_____	_____
Ken McClafferty	_____	_____	_____	_____
Kevin Shaughnessy	_____	_____	_____	_____
Rick Sniegowski	_____	_____	_____	_____
Ron Stapleton	_____	_____	_____	_____

_____

JOHN EGOFSKE
President

ATTEST:

_____

CHARLENE M. SMOLLEN
Village Clerk

Exhibit A

2024 Sanitary Sewer Lining Contract Page

Contract for 2024 Sanitary Sewer Lining Project

1. **THIS AGREEMENT**, made and concluded the _____ day of___ between the **Village of Lemont**, acting by and through the **Village Administrator** as the party of the first part, and Performance Pipelining, Inc., 1551 W. Norris Drive, Ottawa, IL 61350 his/their executors, administrators, successors or assigns, known as the party of the second part.

2. **WITNESSETH:** That for and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part and according to the terms expressed in the Bond referring to these presents, the party of the second part agrees with said party of the first part at his/their own proper cost and expense to do all the work, furnish all the materials and all labor necessary to complete the work in accordance with the Plans and Specifications hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of the Engineer under it.

3. **AND,** it is also understood and agreed that the Notice to Contractors, Special Provisions, Proposal and Contract Bond hereto attached, and the Plans as prepared by HR Green, Inc., and designated as 2024 Sanitary Sewer Lining Project all essential documents of this Contract, and are a part hereto.

4. **IN WITNESS WHEREOF,** the said parties have executed these presents on the date above mentioned.

Party of the First Part

ATTEST:

_____
Charlene M. Smollen, Clerk

The **VILLAGE OF LEMONT**

By_____
George Schafer, Village Administrator

(S E A L)

Party of the Second Part

(If a Corporation)
Corporate
Name Performance Pipelining, Inc.

_____
Secretary

By_____
President

(Corporate Seal)

(If a Co-Partnership)

_____ (SEAL)

_____ (SEAL)

Partners doing Business under the name of _____

(If an Individual)

_____ (SEAL)

Exhibit B

Engineer's Letter and Bid Tabulation Listing

323 Alana Drive
New Lenox, IL 60451
Main 815.462.9324 + **Fax** 713.965.0044

HRGREEN.COM

June 28, 2024

Mr. George Schafer
Village Administrator
Village of Lemont
418 Main Street
Lemont, IL 60439

Re: 2024 Sewer Lining Project
Bid Tabulation

Dear George:

Listed below and on the attached Tabulation of Bids are the results of the June 28, 2024, bid opening for the above captioned project. Five (5) bids were received and checked for accuracy, with no computational errors found. The results are as follows:

Performance Pipelining, Inc.	$73,475.00
Insituform Technologies, LLC.	$78,782.00
Inliner Solutions, LLC.	$82,050.00
National Power Rodding, Inc.	$85,437.50
Hoerr Construction, Inc.	$92,750.00
Engineer's Estimate	$79,250.00

Performance Pipelining, Inc. submitted their bid in the amount of $73,475.00, they are qualified to perform this work. Therefore, we recommend that the contract be awarded to Performance Pipelining, Inc., 1551 W. Norris Drive, Ottawa, IL 61350, in the amount of **$73,475.00**.

If you have any questions or need additional information, please do not hesitate to contact me at 815-320-7130.

Sincerely,

HR GREEN, INC.

Bruce A. Hill, P.E.
Municipal Services Executive

Enclosure

BAH/ka

J:\2023\2303925\Design\Bid\ltr_062824_Letter_of_Recommendation_2024_Sewer_Lining_Project.docx

H. R. GREEN, INC.
323 Alana Drive
New Lenox, IL 60451
PH: (815) 462-9324

Project Name: 2024 Sewer Lining

VILLAGE OF LEMONT - 2024 SEWER LINING PROJECT

Section No.: N/A
Bid Date: June 28, 2024
HR Green Project No: 2303925
Engineer's Opinion of Probable Construction Cost - $79,250.00

				Performance Pipelining, Inc.		Instituform Technologies, LLC.		Inliner Solutions, LLC.		National Power Rodding Corp.		Hoerr Construction, Inc.		ENGINEERS OPINION OF PROBABLE CONSTRUCTION COSTS	
				1551 W. Norris Dr.		580 Goddard Avenue		5031 W. 66th Street		2500 W. Arthington St.		1416 County Road, 200 N			
				Ottawa, IL 61350		Chesterfield, MO 63005		Bedford Park, IL 60638		Chicago, IL 60612		Goodfield, IL 61742			
		UNIT	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	SERVICE RESTORATION, COMPLETE	EACH	35	$175.00	$6,125.00	$105.00	$3,675.00	$200.00	$7,000.00	$350.00	$12,250.00	$120.00	$4,200.00	$150.00	$5,250.00
2	CURED-IN-PLACE PIPE (CIPP),8"	FOOT	1,450	$43.00	$62,350.00	$50.66	$73,457.00	$49.00	$71,050.00	$48.75	$70,687.50	$59.00	$85,550.00	$50.00	$72,500.00
3	LATERAL TRIMMING	EACH	10	$500.00	$5,000.00	$165.00	$1,650.00	$400.00	$4,000.00	$250.00	$2,500.00	$300.00	$3,000.00	$150.00	$1,500.00
				TOTAL	**$73,475.00**	**TOTAL**	**$78,782.00**	**TOTAL**	**$82,050.00**	**TOTAL**	**$85,437.50**	**TOTAL**	**$92,750.00**	**TOTAL**	**$79,250.00**
	Proposed Amount TOTAL AS READ			**TOTAL AS READ**	**$73,475.00**	**TOTAL AS READ**	**$78,782.00**	**TOTAL AS READ**	**$82,050.00**	**TOTAL AS READ**	**$85,437.50**	**TOTAL AS READ**	**$92,750.00**		
				Difference =		**Difference =**		**Difference =**		**Difference =**		**Difference =**			
Total Bid with Bid Alternate -AS BID															
Total Bid with Bid Alternate -AS CORRECTED				**As Corrected**		**As Corrected**		**As Corrected**		**As Corrected**		**As Corrected**			

418 Main Street | Lemont, IL 60439

TO: Village Board Meeting
FROM: Ted Friedley, Public Works
THROUGH:
SUBJECT: A Resolution Authorizing 132nd Street Storm Sewer Improvements
DATE: July 22, 2024

SUMMARY/BACKGROUND
Residents of 132nd Street were reporting continuous drainage and flooding issues on private property to both the Village Board and the Township Board. These residents are a mixture of Village of Lemont and Lemont Township. The Township Highway Commissioner and Public Works Director devised a concept plan to alleviate these issues which has been successful. Two contractors were invited on site to discuss the plan and go over final details and negotiate pricing. Riccio Construction has worked for the Village as well as the Township with an excellent track record. The invoice is to be split 50/50 between the Village and the Township.

ANALYSIS
The 132nd Street Storm Sewer Improvements project was not included in the FY25 Budget

Consistency with Village Policy

STAFF RECOMMENDATION
Pass Resolution Authorizing 132nd Street Storm Sewer Improvements

BOARD ACTION REQUESTED
Pass Resolution Authorizing 132nd Street Storm Sewer Improvements

ATTACHMENTS
A Resolution Authorizing 132nd Street Storm Sewer Improvements.pdf

VILLAGE OF LEMONT

RESOLUTION
NUMBER R-___-24

A RESOLUTION AUTHORIZING 132nd STREET STORM SEWER IMPROVEMENTS

JOHN EGOFSKE, Village President
CHARLENE M. SMOLLEN, Clerk

JANELLE KITTRIDGE
DAVE MAHER
KEN MCCLAFFERTY
KEVIN SHAUGHNESSY
RICK SNIEGOWSKI
RON STAPLETON
Trustees

Published in pamphlet form by authority of the Village President and Board of Trustees of the Village of Lemont on __-__-2024

RESOLUTION NO. R-_____-24

A RESOLUTION AUTHORIZING 132nd STREET STORM SEWER IMPROVEMENTS

WHEREAS, it was necessary for the Village of Lemont ("Village") to make repairs to the 132nd Street Storm Sewer to alleviate drainage and flooding issues; and

WHEREAS, the Village has used Riccio Construction Corporation, PO Box 672, Palos Park, IL 60464 in the past for the similar improvements; and

WHEREAS, the relationship between the Village and Riccio Construction Corporation, Inc. is satisfactory; and

WHEREAS, Section 5/8-9-1 of the Illinois Municipal Code (65 ILCS 5/8-9-1) allows the Board of Trustees of the Village of Lemont ("Village Board"), upon a vote of two-thirds of the trustees then holding office, to waive the requirements for competitive bidding; and

WHEREAS, the President and Village Board have determined that it is advisable, necessary, and in the best interests of the Village to waive the formal necessities of competitive bidding and authorize the 132nd Street Storm Sewer Improvements from Riccio Construction Corporation, a copy of which is attached hereto as Exhibit A, at a price not to exceed $33,664.78.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Lemont, Counties of Cook, Will and DuPage, Illinois, as follows:

SECTION 1:

The Foregoing findings and recitals are hereby adopted as section One of this Resolution and are incorporated by reference as if set forth verbatim herein.

SECTION 2:

Waiver of Public Bid Requirements and Authority to Purchase. The Village Board hereby waives the competitive bidding requirements otherwise applicable for 132nd Street Storm Sewer Improvements per the Invoice from Riccio Construction Corporation at a priced not to exceed $33,664.78, attached hereto as Exhibit A.

SECTION 3:

The Village President, Village Administrator, or his Designee are authorized to execute any documents and take any other steps necessary for 132nd Street Storm Sewer Improvements by Riccio Construction Corporation at a price not to exceed $33,664.78, and to otherwise carry out this Resolution.

SECTION 4:

This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DUPAGE, ILLINOIS, ON THIS _____ DAY OF _____ 2024.

PRESIDENT AND VILLAGE BOARD MEMBERS:

	AYES:	NAYES:	ABSENT:	ABSTAIN:
Janelle Kittridge	_____	_____	_____	_____
Dave Maher	_____	_____	_____	_____
Ken McClafferty	_____	_____	_____	_____
Kevin Shaughnessy	_____	_____	_____	_____
Rick Sniegowski	_____	_____	_____	_____
Ron Stapleton	_____	_____	_____	_____

_____

JOHN EGOFSKE
President

ATTEST:

_____

CHARLENE M. SMOLLEN
Village Clerk

Exhibit A

Riccio Construction Corporation Invoice 240127T

Riccio Construction Corporation

PO Box 672
Palos Park, Illinois 60464

Invoice

DATE	INVOICE NO.
6/20/2024	240127T

BILL TO:

Village of Lemont
418 Main Street
Lemont, IL 60439

PROJECT DESCRIPTION/ LOCATION:

132nd street storm sewer
West of State Street

P.O. NO. RCC PROJECT

Item No.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	132nd street storm sewer improvements	OTY	1	67,329.56	67,329.56
	Split cost 50% between Village of Lemont & Lemont Township			-33,664.78	-33,664.78

Total	$33,664.78
Balance due	$33,664.78

418 Main Street | Lemont, IL 60439

TO: Village Board Meeting
FROM: Ted Friedley, Public Works
THROUGH:
SUBJECT: A Resolution Approving Professional Services Agreement Between HR Green, Inc., and the Village of Lemont, Illinois for 131st Street Shared Use Path Project Phase I Engineering
DATE: July 22, 2024

SUMMARY/BACKGROUND
The Village of Lemont Public Works Department prepared an RFQ for the 131st Street Shared Use Path project Phase I Engineering and received responses from Seven (7) firms. HR Green was selected following the IDOT Qualification Based Selection (QBS) process for Preliminary Phase I Engineering Services.

This agreement is for Phase I preliminary engineering services for an amount not to exceed $113,400.00, based on IDOT STP cost sharing, the local funds will be 25% or $28,350.00.

As outlined in the Agreement, the Village proposes to install a new multi-use path along 131st Street from the Com Ed easement North of 131st Street on Derby Road to Bell Road (if enough STP funding is available). The total length of the improvement is approximately 9,750 feet or 1.85 miles. The scope of the improvements include earth excavation, installation of structural geogrid, 8-inch base, 2-inch hot-mix asphalt surface course, ADA ramp installation, pavement marking, bike path signage, and landscape restoration.

ANALYSIS
This project is identified in the 5-year Capital Improvement Plan, however, Phase I Engineering is not included in the FY25 Budget

Consistency with Village Policy
5-Year Capital Improvement Plan (if applicable)

STAFF RECOMMENDATION
Pass Resolution Authorizing Professional Services Agreement Between HR Green, Inc., and Village of Lemont for 131st Street Shared Use Path project Phase I Preliminary Engineering

BOARD ACTION REQUESTED
Pass Resolution Authorizing Professional Services Agreement Between HR Green, Inc., and Village of Lemont for 131st Street Shared Use Path project Phase I Preliminary Engineering

ATTACHMENTS
A Resolution Approving Professional Services Agreement Between HR Green, Inc. and the Village of Lemont, Illinois for 131st Street Shared Use Path Project Preliminary Phase I Engineering.pdf

VILLAGE OF LEMONT

RESOLUTION
NUMBER R-___-24

A RESOLUTION APPROVING PROFESSIONAL SERIVCES AGREEMENT BETWEEN HR GREEN, INC. AND THE VILLAGE OF LEMONT, ILLINOIS FOR 131st STREET SHARED USE PATH PRELIMINARY PHASE I ENGINEERING

JOHN EGOFSKE, Village President
CHARLENE M. SMOLLEN, Clerk

JANELLE KITTRIDGE
DAVE MAHER
KEN MCCLAFFERTY
KEVIN SHAUGHNESSY
RICK SNIEGOWSKI
RON STAPLETON
Trustees

Published in pamphlet form by authority of the Village President and Board of Trustees of the Village of Lemont on __-__-2024

RESOLUTION NO. R-_____-24

A RESOLUTION APPROVING PROFESSIONAL SERIVCES AGREEMENT BETWEEN HR GREEN, INC. AND THE VILLAGE OF LEMONT, ILLINOIS FOR 131st STREET SHARED USE PATH PRELIMINARY PHASE I ENGINEERING

WHEREAS the Village of Lemont, Counties of Cook, Will, and DuPage, Illinois, ("the Village") is a municipality in the State of Illinois with full powers to enact Ordinances and adopt Resolutions for the benefits of the residents of the Village; and

WHEREAS, the Village and HR Green, Inc. wish to enter a professional services agreement for 131st Street Shared Use Path Preliminary Phase I Engineering as further outlined in the professional services agreement attached hereto as Exhibit A ("Agreement"); and

WHEREAS, the Mayor and Board of Trustees find that it is in the best interests of the Village to authorize the Agreement attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Lemont, Counties of Cook, Will and DuPage, Illinois, as follows:

SECTION 1:

That the above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof as if fully set forth in their entirety.

SECTION 2:

The Mayor and Board of Trustees of the Village of Lemont hereby approve the Agreement with HR Green, Inc. in substantially the same form as attached hereto as **Exhibit A**, subject to attorney review.

SECTION 3:

The Mayor and Clerk are hereby authorized, respectively, to execute the Agreement with HR Green, Inc.

SECTION 4:

This Resolution, and its parts, are declared to be severable and any section, subsection, sentence, clause, provision, or portion of this Resolution that is declared invalid such decision shall not affect the validity of any other portion of this Resolution, which shall remain in full force and effect.

SECTION 5:

All Resolutions and Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DUPAGE, ILLINOIS, ON THIS _____ DAY OF _____ 2024.

PRESIDENT AND VILLAGE BOARD MEMBERS:

	AYES:	NAYES:	ABSENT:	ABSTAIN:
Janelle Kittridge	_____	_____	_____	_____
Dave Maher	_____	_____	_____	_____
Ken McClafferty	_____	_____	_____	_____
Kevin Shaughnessy	_____	_____	_____	_____
Rick Sniegowski	_____	_____	_____	_____
Ron Stapleton	_____	_____	_____	_____

_____

JOHN EGOFSKE
President

ATTEST:

_____

CHARLENE M. SMOLLEN
Village Clerk

Exhibit A

131st Street Share Use Path Preliminary Phase I Engineering Agreement

PROFESSIONAL SERVICES AGREEMENT

For

131st Street Shared-Use Path – Phase I

Village of Lemont
Mr. George Schafer, Village Administrator
418 Main Street
Lemont, IL 60439
815.257.1550
gschafer@lemont.il.us

Prepared by: Bruce A. Hill, PE
Municipal Executive – Governmental Services
HR Green, Inc.
323 Alana Drive
New Lenox, IL 60451
815.320.7130
Bruce.hill@hrgeen.com

Reviewed by: Timothy J. Hartnett
President, Governmental Services / Principal

HR Green Project Number: 2303600

July 16, 2024

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1.0 PROJECT UNDERSTANDING

2.0 SCOPE OF SERVICES

3.0 DELIVERABLES AND SCHEDULES INCLUDED IN THIS AGREEMENT

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5.0 SERVICES BY OTHERS

6.0 CLIENT RESPONSIBILITIES

7.0 PROFESSIONAL SERVICES FEE

8.0 TERMS AND CONDITIONS

THIS **AGREEMENT** is between Village of Lemont (hereafter “CLIENT”) and HR Green, Inc. (hereafter "COMPANY").

1.0 Project Understanding

The Village of Lemont (VILLAGE) proposes to install a new multi-use path along 131st Street from the Com Ed easement north of 131st Street on Derby Road to Bell Road (if enough STP funding is available). The total length of improvements is approximately 9,750 feet or 1.85 miles.

The general scope of the improvements are earth excavation, installation of structural geogrid/8” aggregate base/2” hot-mix asphalt surface course, ADA ramp installation, pavement marking, bike path signage, and landscape restoration.

2.0 Scope of Services

The CLIENT agrees to employ COMPANY to perform the following services:

Phase I Engineering
HR Green, Inc. (COMPANY) will prepare a Phase I Study and Design Report for the proposed improvements for resurfacing of State Street. The Phase I Study and Report will be prepared to FHWA Standards.

A. Early Coordination
1. Coordinate and schedule a kick-off meeting with VILLAGE, IDOT Local Roads, and Southwest Conference Planning Liaison;
2. Complete and submit Project Program Information (PPI) form.

B. Data Collection and Review
1. Prepare aerial mosaics of the project limits to be used for exhibits and meetings. The latest County aerials will be utilized;
2. Coordinate with utility companies to obtain maps of utilities within the project limits and place this information on CADD base maps;
3. Request existing roadway and utility plans from the VILLAGE (where available).

C. Preliminary Design Studies
1. Prepare location maps;
2. Prepare estimates of cost to determine most economically efficient location for the multi-use path;
3. Prepare existing and proposed typical section sheets;
4. Prepare the plan sheets (1" = 50' base maps).

D. Phase I Report
1. Prepare draft Phase I Submittal and report exhibits;
2. Preliminary Opinions of Probable Costs will be developed;
3. Provide IDOT two (2) draft reports for review and comment by Village staff;
4. Address IDOT’s preliminary report and prepare final Phase I Report.

E. Meetings

1. This project will require the following meetings during Phase I:
    a. Phase I Kick-off with IDOT (virtual Webex meeting);
    b. In-person meeting at Village;
    c. Meeting Information:
        - COMPANY will have two (2) representatives at all meetings;
        - COMPANY will prepare meeting minutes.

F. Pavement Cores and Soils Investigation

COMPANY will retain the services of a geotechnical sub-consultant to perform the geotechnical investigation for the project. The tasks to be performed as part of the project will include pavement cores (at 1,000-ft intervals, up to 2' depth) in accordance with IDOT geotechnical standards.

IDOT will require the necessary analysis and certifications for Clean Construction Demolition Debris (CCDD) as part of the project and the sub-consultant will develop the required reports and IEPA certification forms (LPC 662/663) to be included as part of the Phase I Project Report.

3.0 Deliverables and Schedules Included in this Agreement

The Company will provide the Client 2 approved copies of the Project Development Report

Schedule: The project will be complete within 360 days from the receipt of Notice to Proceed. It is anticipated that the PDR will be completed before August 30, 2025.

This schedule was prepared to include reasonable allowances for review and approval times required by the CLIENT and public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by the CLIENT or for delays or other causes beyond the control of COMPANY.

4.0 Items not included in Agreement/Supplemental Services

The following items are not included as part of this AGREEMENT:

- Phase II Engineering
- Phase III Engineering
- Construction

Supplemental services not included in the AGREEMENT can be provided by COMPANY under separate agreement, if desired.

5.0 Services by Others

None

6.0 Client Responsibilities

None

7.0 Professional Services Fee

7.1 Fees

The fee for services will be based on COMPANY standard hourly rates current at the time the AGREEMENT is signed. These standard hourly rates are subject to change upon 30 days' written notice. Non-salary expenses directly attributable to the project such as: (1) living and traveling expenses of employees when away from the home office on business connected with the project; (2) identifiable communication expenses; (3) identifiable reproduction costs applicable to the work; and (4) outside services will be charged in accordance with the rates current at the time the service is done.

7.2 Invoices

Invoices for COMPANY's services shall be submitted, on a monthly basis. Invoices shall be due and payable upon receip tin accordance with Illinois Prompt Payment Act 50 ILCS505

Extra Services

Any service required but not included as part of this AGREEMENT shall be considered extra services. Extra services will be billed on a Time and Material basis with prior approval of the CLIENT.

7.3 Exclusion

This fee does not include attendance at any meetings or public hearings other than those specifically listed in the Scope of Services. These service items are considered extra and are billed separately on an hourly basis.

7.4 Payment

The CLIENT AGREES to pay COMPANY on the following basis:

Time and material basis with a Not to Exceed fee of $28,350.00 of Local Funds. (Federal STP share shall not exceed $113,400.00)

8.0 Terms and Conditions

This Agreement is an addendum to and is considered part of the Master Agreement between CLIENT and COMPANY. All terms and conditions contained in that agreement apply to this Agreement.

This AGREEMENT is approved and accepted by the CLIENT and COMPANY upon both parties signing and dating the AGREEMENT. Services will not begin until COMPANY receives a signed agreement. COMPANY's services shall be limited to those expressly set forth in this AGREEMENT and COMPANY shall have no other obligations or responsibilities for the Project except as agreed to in writing. The effective date of the AGREEMENT shall be the last date entered below.

Sincerely,

HR GREEN, INC.

Bruce A. Hill, PE

Approved by: Timothy J. Hartnett

Printed/Typed Name: Timothy J. Hartnett

Title: President – Governmental Services / Principal Date: 7/16/2024

VILLAGE OF LEMONT

Accepted by: _____

Printed/Typed Name: George Schafer

Title: Village Administrator Date: _____

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418 Main Street | Lemont, IL 60439

TO: Village Board Meeting
FROM: Ted Friedley
THROUGH:
SUBJECT: A Resolution Approving Award of Contract 2024 MFT Resurfacing Project
DATE: July 22, 2024

SUMMARY/BACKGROUND
Five (5) bids were received on June 28,2024 for the 2024 MFT Resurfacing Project, which work consists of the resurfacing of Hillview Drive from Schultz Street to 127th Street, Logan Street from State Street to Peiffer Avenue, and three (3) parking lots in the downtown of Stephen Street and Talcott Avenue. This includes HMA surface removal and resurfacing, HMA surface course, class D patches, combination curb and gutter removal and replacement. A total of 1.68 miles of road will be resurfaced. The low bid amount was submitted by Gallagher Asphalt Corporation, 18100 S. Indiana Avenue, Thornton IL 60476, in the amount of $1,106,812.50.

ANALYSIS
The 2024 MFT Resurfacing Project is consistent with the Village's 5-year Capital Improvement Plan and is included in the FY25 Budget

Consistency with Village Policy
5-Year Capital Improvement Plan (if applicable)

STAFF RECOMMENDATION
Pass Resolution awarding the contract for 2024 MFT Resurfacing Project

BOARD ACTION REQUESTED
Pass Resolution awarding the contract for 2024 MFT Resurfacing Project

ATTACHMENTS
A Resolution Approving Award of Contract 2024 MFT Resurfacing Project.pdf

VILLAGE OF LEMONT

RESOLUTION
NUMBER R-___-24

A RESOLUTION APPROVING AWARD OF CONTRACT 2024 MFT RESURFACING PROJECT

JOHN EGOFSKE, Village President
CHARLENE M. SMOLLEN, Clerk

JANELLE KITTRIDGE
DAVE MAHER
KEN MCCLAFFERTY
KEVIN SHAUGHNESSY
RICK SNIEGOWSKI
RON STAPLETON
Trustees

Published in pamphlet form by authority of the Village President and Board of Trustees of the Village of Lemont on __-__-2024

RESOLUTION NO. R-_____-24

A RESOLUTION APPROVING AWARD OF CONTRACT 2024 MFT RESURFACING PROJECT

WHEREAS the Village of Lemont requires that the 2024 MFT resurfacing project be completed; and

WHEREAS, the Village seeks to utilize the services Gallagher Asphalt Corporation, for such work; and

WHEREAS, Gallagher Asphalt Corporation, 18100 S. Indiana Avenue, Thornton IL 60476, submitted a low bid for such work in the amount of $1,106,812.50.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Lemont, Counties of Cook, Will and DuPage, Illinois, as follows:

SECTION 1:

The agreement attached hereto as Exhibit A is hereby approved.

SECTION 2:

The Village Administrator is hereby authorized to execute the agreement and to make minor changes to the document prior to execution that do not materially alter the Village's obligations, to execute any other agreements and documentation as well as to take any other steps necessary to carry out this resolution.

SECTION 3:

This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DUPAGE, ILLINOIS, ON THIS _____ DAY OF _____ 2024.

PRESIDENT AND VILLAGE BOARD MEMBERS:

	AYES:	NAYES:	ABSENT:	ABSTAIN:
Janelle Kittridge	_____	_____	_____	_____
Dave Maher	_____	_____	_____	_____
Ken McClafferty	_____	_____	_____	_____
Kevin Shaughnessy	_____	_____	_____	_____
Rick Sniegowski	_____	_____	_____	_____
Ron Stapleton	_____	_____	_____	_____

_____

JOHN EGOFSKE
President

ATTEST:

_____

CHARLENE M. SMOLLEN
Village Clerk

Exhibit A

2024 MFT Resurfacing Project Contract Page

Contract for 2024 MFT Resurfacing Project

1. THIS AGREEMENT, made and concluded the ____ day of___ between the **Village of Lemont**, acting by and through the **Village Administrator** as the party of the first part, and Gallagher Asphalt Corporation, 18100 S. Indiana Avenue, Thornton, IL 60476, his/their executors, administrators, successors or assigns, known as the party of the second part.

2. WITNESSETH: That for and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part and according to the terms expressed in the Bond referring to these presents, the party of the second part agrees with said party of the first part at his/their own proper cost and expense to do all the work, furnish all the materials and all labor necessary to complete the work in accordance with the Plans and Specifications hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of the Engineer under it.

3. AND, it is also understood and agreed that the Notice to Contractors, Special Provisions, Proposal and Contract Bond hereto attached, and the Plans as prepared by HR Green, Inc. and designated as 2024 MFT Resurfacing Project all essential documents of this Contract, and are a part hereto.

4. IN WITNESS WHEREOF, the said parties have executed these presents on the date above mentioned.

Party of the First Part

ATTEST:

_____
Charlene M. Smollen, Clerk

The **VILLAGE OF LEMONT**

By_____
George Schafer, Village Administrator

(S E A L)

Party of the Second Part

(If a Corporation)
Corporate Name:

Gallagher Asphalt Corporation

_____
Secretary

By_____
President

(Corporate Seal)

(If a Co-Partnership)

_____(SEAL)

_____(SEAL)

Partners doing Business under the name of _____

(If an Individual)

_____(SEAL)

Exhibit B

Letter of Award Recommendation, Bid Tabulation Listing, Map of Proposed Improvements

323 Alana Drive
New Lenox, IL 60451
Main 815.462.9324 + **Fax** 713.965.0044

HRGREEN.COM

June 21, 2024

Mr. George Schafer
Village Administrator
Village of Lemont
418 Main Street
Lemont, IL 60439

Re: 2024 MFT Resurfacing Project
Bid Tabulation

Dear George:

Listed below and on the attached Tabulation of Bids are the results of the June 21, 2024, bid opening for the above-captioned project. Three (3) bids were received and checked for accuracy, with no computational errors found. The results are as follows:

Gallagher Asphalt Corporation	$1,106,812.50
K-Five Construction Corporation	$1,124,259.45
PT Ferro Construction Corporation	$1,147,146.00
Engineer's Estimate	$1,333,560.00

The lowest bidder was Gallagher Asphalt Corporation submitting a bid in the amount of $1,106,812.50, Gallagher Asphalt Corporation is qualified to perform this work. Therefore, we recommend that the contract be awarded to Gallagher Asphalt Corporation, 18100 S. Indiana Avenue, Thornton, IL 60476, in the amount of **$1,106,812.50**

If you have any questions or need additional information, please do not hesitate to contact me at 815-320-7130.

Sincerely,

HR GREEN, INC.

Bruce A. Hill, P.E.
Municipal Services Executive

Enclosure

BAH/ka

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H. R. GREEN, INC.
323 Alana Drive
New Lenox, IL 60451
PH: (815) 462-9324

Project Name: 2024 MFT Resurfacing

HRGreen

VILLAGE OF LEMONT - 2024 MFT RESURFACING

Section No.: N/A
Bid Date: June 21, 2024
HR Green Project No: 2303922
Engineer's Opinion of Probable Construction Cost - $1,333,560.00

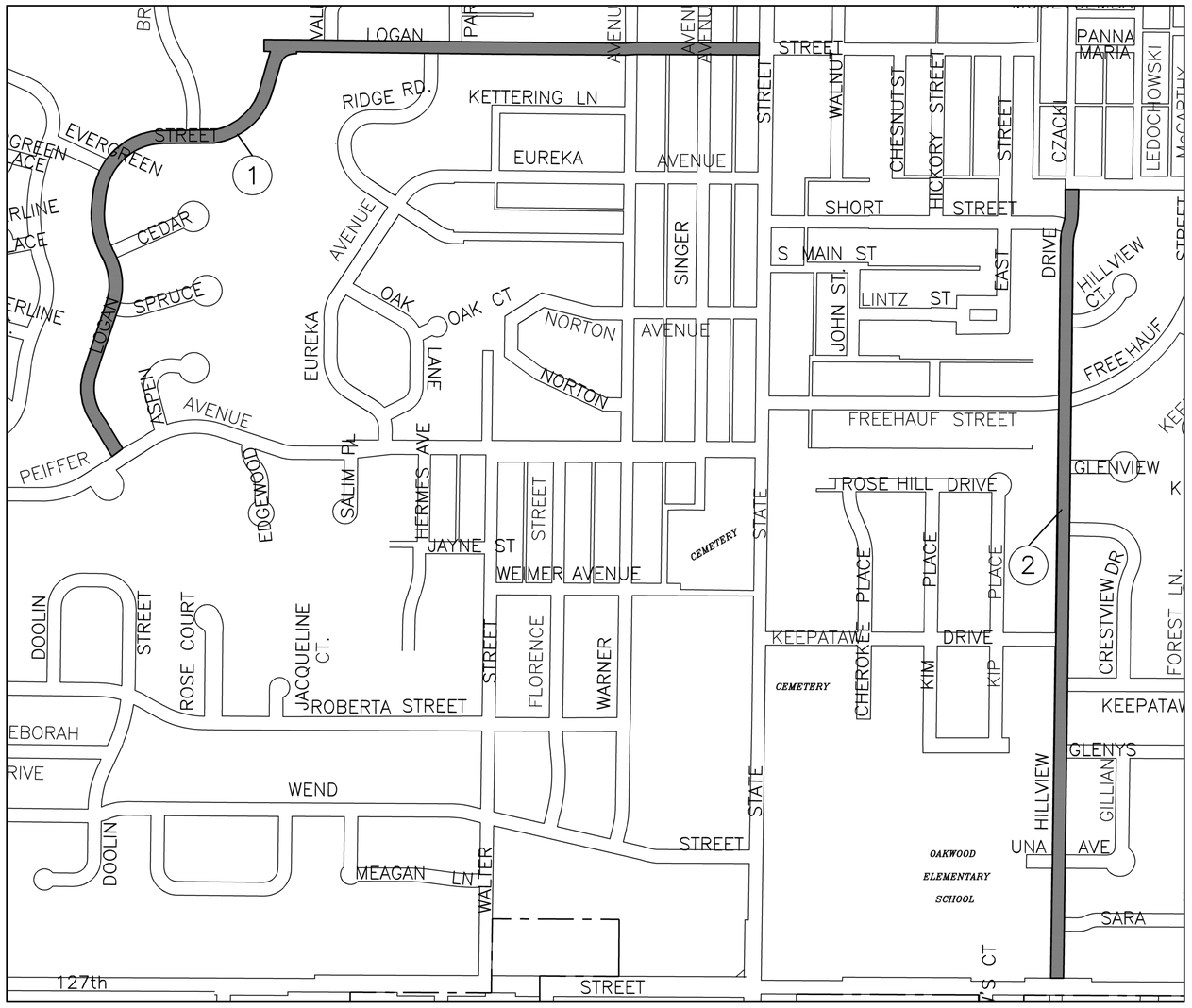
				Gallagher Asphalt Corp. 18100 South Indiana Avenue Thornton, IL 60476		K-Five Construction Corp. 999 Oakmont Plaza Dr., Ste 200 Westmont, IL 60559		P.T. Ferro Construction Co. 700 S. Rowell Avenue Joliet, IL 60434		ENGINEERS OPINION OF PROBABLE CONSTRUCTION COSTS	
		UNIT	**Quantity**	**Unit Price**	**Total**	**Unit Price**	**Total**	**Unit Price**	**Total**	**Unit Price**	**Total**
1	Hot-Mix Asphalt Surface Removal, Variable Depth	SQ YD	25500	$3.90	$99,450.00	$3.17	$80,835.00	$3.50	$89,250.00	$3.50	$89,250.00
2	Hot-Mix Asphalt Surface Removal, 1.75"	SQ YD	4500	$5.50	$24,750.00	$4.36	$19,620.00	$5.00	$22,500.00	$6.00	$27,000.00
3	Bituminous Materials (Tack Coat)	POUND	42600	$0.01	$426.00	$0.01	$426.00	$0.01	$426.00	$0.25	$10,650.00
4	Polymerized Leveling Binder (Machine Method), IL-4.75, N50, 0.75"	TON	1300	$105.00	$136,500.00	$116.04	$150,852.00	$95.00	$123,500.00	$120.00	$156,000.00
5	Hot-Mix Asphalt Surface Course, "Mix" D, N50, 1.5"	TON	3250	$80.00	$260,000.00	$81.90	$266,175.00	$70.00	$227,500.00	$90.00	$292,500.00
6	Hot-Mix Asphalt Surface Course, "Mix" D, N50, 2"	TON	500	$102.00	$51,000.00	$99.06	$49,530.00	$115.00	$57,500.00	$105.00	$52,500.00
7	Class D Patches, Type II, 4"	SQ YD	200	$60.00	$12,000.00	$19.00	$3,800.00	$40.00	$8,000.00	$55.00	$11,000.00
8	Class D Patches, Type II, 4"	SQ YD	200	$40.00	$8,000.00	$19.00	$3,800.00	$40.00	$8,000.00	$50.00	$10,000.00
9	Class D Patches, Type III, 4"	SQ YD	300	$40.00	$12,000.00	$19.00	$5,700.00	$40.00	$12,000.00	$45.00	$13,500.00
10	Class D Patches, Type IV, 4"	SQ YD	400	$35.00	$14,000.00	$19.00	$7,600.00	$40.00	$16,000.00	$40.00	$16,000.00
11	Hot-Mix Asphalt Surface Removal (For Driveways), 3"	SQ YD	60	$29.00	$1,740.00	$61.68	$3,700.80	$40.00	$2,400.00	$30.00	$1,800.00
12	Incidental Hot-Mix Asphalt Surfacing (for Driveways), 3"	TON	15	$260.00	$3,900.00	$423.29	$6,349.35	$225.00	$3,375.00	$275.00	$4,125.00
13	Aggregate Base Course, Type B	TON	40	$42.50	$1,700.00	$35.00	$1,400.00	$50.00	$2,000.00	$40.00	$1,600.00
14	Pavement Removal	SQ YD	20	$28.50	$570.00	$20.00	$400.00	$40.00	$800.00	$20.00	$400.00
15	Portland Cement Concrete Driveway Pavement, 7 Inch	SQ YD	20	$160.00	$3,200.00	$70.00	$1,400.00	$165.00	$3,300.00	$120.00	$2,400.00
16	Sidewalk Removal	SQ FT	13500	$2.50	$33,750.00	$1.00	$13,500.00	$3.00	$40,500.00	$3.00	$40,500.00
17	Portland Cement Concrete Sidewalk, 5 Inch	SQ FT	13500	$8.75	$118,125.00	$8.85	$119,475.00	$10.00	$135,000.00	$12.00	$162,000.00
18	Brick Paver Removal & Reinstallation	SQ YD	10	$52.00	$520.00	$120.00	$1,200.00	$360.00	$3,600.00	$250.00	$2,500.00
19	Detectable Warnings	SQ FT	450	$30.00	$13,500.00	$38.00	$17,100.00	$20.00	$9,000.00	$25.00	$11,250.00
20	Combination Curb & Gutter Removal	FOOT	3000	$16.00	$48,000.00	$5.00	$15,000.00	$17.00	$51,000.00	$20.00	$60,000.00
21	Combination Concrete Curb & Gutter (Special)	FOOT	3000	$26.00	$78,000.00	$30.00	$90,000.00	$36.00	$108,000.00	$45.00	$135,000.00
22	Concrete Fill	FOOT	3000	$7.00	$21,000.00	$5.00	$15,000.00	$0.01	$30.00	$1.00	$3,000.00
23	Protective Coat	SQ YD	1550	$0.01	$15.50	$3.00	$4,650.00	$1.50	$2,325.00	$1.50	$2,325.00
24	Clean & Grout Catch Basins	EACH	70	$550.00	$38,500.00	$188.00	$13,160.00	$450.00	$31,500.00	$275.00	$19,250.00
25	Catch Basins to be Adjusted	EACH	23	$360.00	$8,280.00	$546.00	$12,558.00	$300.00	$6,900.00	$500.00	$11,500.00
26	Catch Basins to be Reconstructed	EACH	1	$1,400.00	$1,400.00	$1,547.00	$1,547.00	$1,000.00	$1,000.00	$1,500.00	$1,500.00
27	Manholes to be Adjusted	EACH	6	$460.00	$2,760.00	$614.00	$3,684.00	$425.00	$2,550.00	$500.00	$3,000.00
28	Frames and Grates to be Adjusted (Special)	EACH	47	$700.00	$32,900.00	$1,234.00	$57,998.00	$425.00	$19,975.00	$800.00	$37,600.00
29	Valve Box to be Adjusted	EACH	4	$260.00	$1,040.00	$450.00	$1,800.00	$225.00	$900.00	$600.00	$2,400.00
30	Inlet Filters	EACH	70	$190.00	$13,300.00	$220.00	$15,400.00	$0.01	$0.70	$100.00	$7,000.00
31	Topsoil Furnish and Place, 4"	CU YD	200	$65.00	$13,000.00	$58.32	$11,664.00	$35.00	$7,000.00	$70.00	$14,000.00
32	Sodding	SQ YD	1350	$13.00	$17,550.00	$16.50	$22,275.00	$20.00	$27,000.00	$15.00	$20,250.00
33	Thermoplastic Pavement Marking - Line 4"	FOOT	6700	$0.80	$5,360.00	$0.83	$5,561.00	$0.83	$5,561.00	$0.80	$5,360.00
34	Thermoplastic Pavement Marking - Line 6"	FOOT	760	$1.20	$912.00	$1.24	$942.40	$1.24	$942.40	$2.00	$1,520.00
35	Thermoplastic Pavement Marking - Line 12"	FOOT	660	$2.40	$1,584.00	$2.47	$1,630.20	$2.47	$1,630.20	$3.00	$1,980.00
36	Thermoplastic Pavement Marking - Line 24"	FOOT	240	$4.80	$1,152.00	$4.93	$1,183.20	$4.93	$1,183.20	$6.00	$1,440.00
37	Thermoplastic Pavement Marking - Letters and Symbols	SQ FT	70	$4.80	$336.00	$4.93	$345.10	$4.93	$345.10	$5.00	$350.00
38	Paint Pavement Marking - Line 6"	FOOT	300	$1.00	$300.00	$1.24	$372.00	$1.24	$372.00	$1.50	$450.00
39	Paint Pavement Marking - Line 12"	FOOT	220	$2.00	$440.00	$2.47	$543.40	$2.47	$543.40	$3.00	$660.00
40	Traffic Control and Protection, Standard 701501	L SUM	1	$25,850.00	$25,850.00	$96,081.00	$96,081.00	$113,735.00	$113,735.00	$70,000.00	$70,000.00
41	Traffic Control and Protection, Standard 701801	L SUM	1	$1.00	$1.00	$1.00	$1.00	$1.00	$1.00	$20,000.00	$20,000.00
42	Traffic Control and Protection, Standard 701901	L SUM	1	$1.00	$1.00	$1.00	$1.00	$1.00	$1.00	$10,000.00	$10,000.00
				TOTAL BASE	**$1,106,812.50**	**TOTAL BASE**	**$ 1,124,259.45**	**TOTAL BASE**	**$ 1,147,146.00**	**TOTAL BASE**	**$1,333,560.00**
	Proposed Amount TOTAL AS READ			**TOTAL AS READ**	**$1,106,812.50**	**TOTAL AS READ**	**$ 1,124,259.45**	**TOTAL AS READ**	**$ 1,147,146.00**		
				Difference =							
	Total Bid with Bid Alternate -AS BID										
	Total Bid with Bid Alternate -AS CORRECTED			**As Corrected**	**N/A**	**As Corrected**	**N/A**	**As Corrected**	**N/A**	**As Corrected**	**N/A**

LEGEND

PROJECT LIMITS —

VILLAGE OF LEMONT
2024 MFT RESURFACING

N



STREETS

(1) LOGAN ST. – PEIFFER AVE. TO STATE ST. LENGTH : 4966’

(2) HILLVIEW DR. – 127TH ST. TO SCHULTZ ST. LENGTH : 3920’

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APPROVED:	JOB NUMBER: 2303922	0 1”	
CAD DATE:		IF NOT ONE INCH, ADJUST SCALE ACCORDINGLY.	
CAD FILE:			

NO.	DATE	BY	REVISION DESCRIPTION

HRGreen

2024 MFT PROJECT
VILLAGE OF LEMONT
LEMONT, ILLINOIS

SHEET NO. 1

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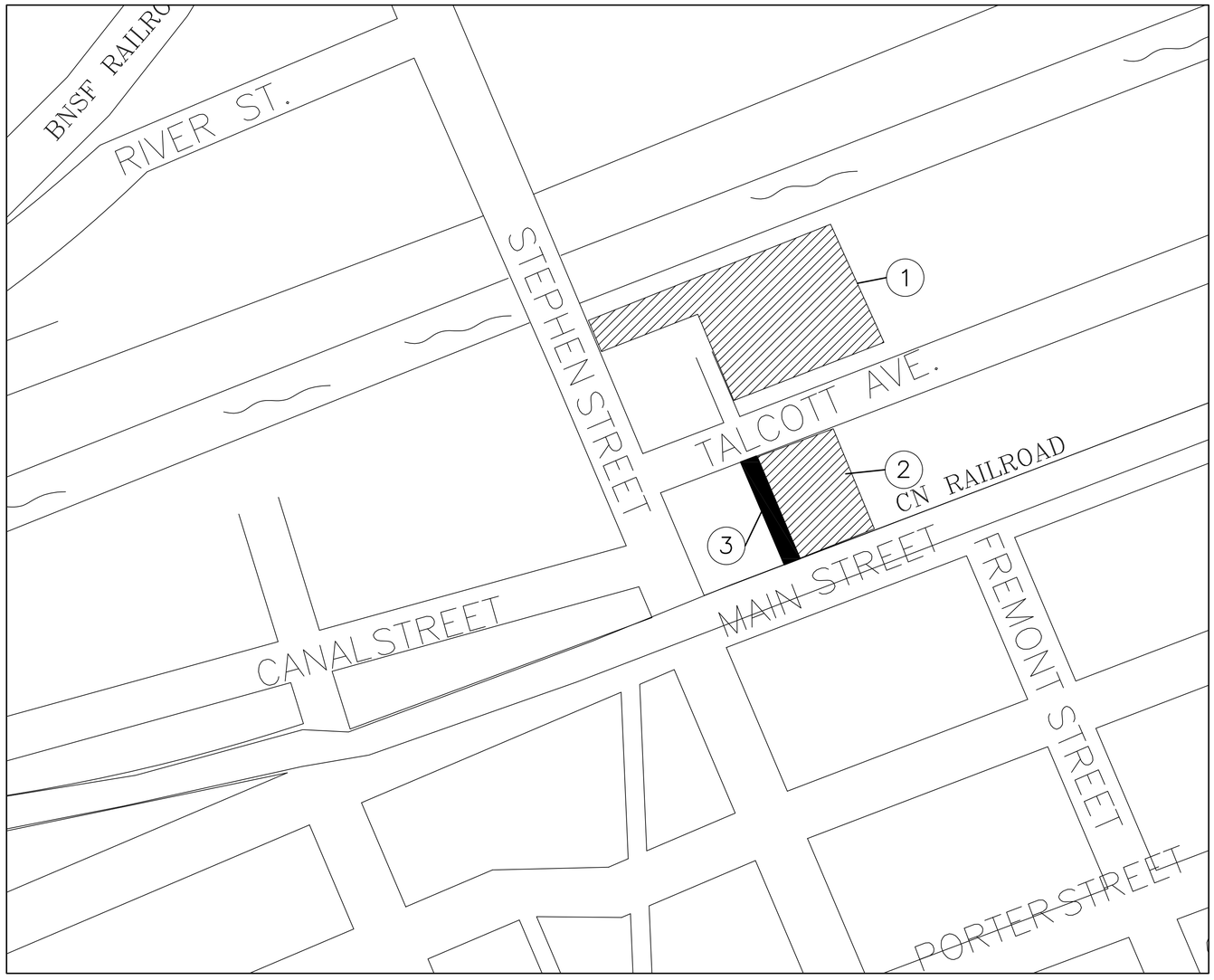
VILLAGE OF LEMONT
2024 MFT RESURFACING

LEGEND

PROJECT LIMITS

PARKING LOTS

N



STREETS

(1) 107 STEPHEN ST. – PARKING LOT

(2) 420 TALCOTT AVE. – PARKING LOT

(3) SIDE ALLEY – TALCOTT AVE. – END

LENGTH : 140'

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NO.	DATE	BY	REVISION DESCRIPTION

HRGreen

2024 MFT PROJECT
VILLAGE OF LEMONT
LEMONT, ILLINOIS

SHEET NO. 2

418 Main Street | Lemont, IL 60439

TO: Village Board Meeting
FROM: Ted Friedley, Public Works
THROUGH:
SUBJECT: A Resolution Authorizing Ruffled Feathers Lift Station (North) Pump Replacement
DATE: July 22, 2024

SUMMARY/BACKGROUND
The Department of Public Works utilized Metropolitan Industries, Inc. for lift station pump systems. Two pumps have failed at the Ruffled Feathers lift station and need replacement. Metropolitan Industries reviewed the SCADA data and found;

- Ruffled Feathers South: (Was a 20HP and is now a 25HP)
  - Starting 4 times per hour on average
  - Average pump run time is 5 minutes
  - Average flow rate is 350-375 GPM
- Ruffled Feathers North: (Was a 30 HP and is now a 25 HP)
  - Starting 2 times per hour on average
  - Average pump run time is 10 minutes
  - Average flow rate is 175-200 GPM (is operating below the minimum stable flow rate for the pump which is not good long term)

Metropolitan Industries recommends moving a 25HP pump from the North station to the South station so that they are both the same and installing the two new 30 HP pump with recessed impellers into the North lift station. This will now operate within the stable flow rate.

The quote submitted is in the amount of $45,462.00.

ANALYSIS
Funds have been budgeted in FY25 for lift station repairs.

Consistency with Village Policy
Budget (if applicable)

STAFF RECOMMENDATION
Pass Resolution Authorizing Ruffled Feathers Lift Station (North) Pump Replacement

BOARD ACTION REQUESTED
Pass Resolution Authorizing Ruffled Feathers Lift Station (North) Pump Replacement

ATTACHMENTS
A Resolution Authorizing Ruffled Feathers Lift Station (North) Pump Replacement.pdf

VILLAGE OF LEMONT

RESOLUTION
NUMBER R-___-24

A RESOLUTION AUTHORIZING RUFFLED FEATHERS LIFT STATION (NORTH) PUMP REPLACEMENT

JOHN EGOFSKE, Village President
CHARLENE M. SMOLLEN, Clerk

JANELLE KITTRIDGE
DAVE MAHER
KEN MCCLAFFERTY
KEVIN SHAUGHNESSY
RICK SNIEGOWSKI
RON STAPLETON
Trustees

Published in pamphlet form by authority of the Village President and Board of Trustees of the Village of Lemont on __-__-2024

RESOLUTION NO. R-_____-24

A RESOLUTION AUTHORIZING RUFFLED FEATHERS LIFT STATION PUMP REPLACEMENT

WHEREAS, it has become necessary for the Village of Lemont ("Village") to replace Two (2) pumps at the Ruffled Feathers Lift Station (North); and

WHEREAS, the Village has used Metropolitan Industries, Inc., 37 Forestwood Drive, Romeoville IL 60446, in the past for the lift station pumps, controls, and the SCADA system; and

WHEREAS, the relationship between the Village and Metropolitan Industries, Inc. is satisfactory; and

WHEREAS, Section 5/8-9-1 of the Illinois Municipal Code (65 ILCS 5/8-9-1) allows the Board of Trustees of the Village of Lemont ("Village Board"), upon a vote of two-thirds of the trustees then holding office, to waive the requirements for competitive bidding; and

WHEREAS, the President and Village Board have determined that it is advisable, necessary, and in the best interests of the Village to waive the formal necessities of competitive bidding and authorize the replacement of Two (2) pumps at the Ruffled Feathers Lift Station (North) from Metropolitan Industries, Inc. a copy of which is attached hereto as Exhibit A, at a price not to exceed $45,462.00.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Lemont, Counties of Cook, Will and DuPage, Illinois, as follows:

SECTION 1:

The Foregoing findings and recitals are hereby adopted as section One of this Resolution and are incorporated by reference as if set forth verbatim herein.

SECTION 2:

Waiver of Public Bid Requirements and Authority to Purchase. The Village Board hereby waives the competitive bidding requirements otherwise applicable to pump replacement at the Ruffled Feathers Lift Station (North) per the quote from Metropolitan Industries, Inc. at a priced not to exceed of $45,462.00, attached hereto as Exhibit A.

SECTION 3:

The Village President, Village Administrator, or his Designee are authorized to execute any documents and take any other steps necessary to replace the pumps at Ruffled Feathers Lift Station (North) by Metropolitan Industries, Inc. at a price not to exceed $45,462.00, and to otherwise carry out this Resolution.

SECTION 4:

This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DUPAGE, ILLINOIS, ON THIS _____ DAY OF _____ 2024.

PRESIDENT AND VILLAGE BOARD MEMBERS:

	AYES:	NAYES:	ABSENT:	ABSTAIN:
Janelle Kittridge	_____	_____	_____	_____
Dave Maher	_____	_____	_____	_____
Ken McClafferty	_____	_____	_____	_____
Kevin Shaughnessy	_____	_____	_____	_____
Rick Sniegowski	_____	_____	_____	_____
Ron Stapleton	_____	_____	_____	_____

_____

JOHN EGOFSKE
President

ATTEST:

_____

CHARLENE M. SMOLLEN
Village Clerk

Exhibit A

Metropolitan Industries Inc. Quotation

METROPOLITAN
PUMP COMPANY
A Division of METROPOLITAN INDUSTRIES, INC.
37 FORESTWOOD DR. • ROMEOVILLE, IL 60446-1343
(815) 886-9200 • FAX (815) 886-4573
www.metropolitanind.com

QUOTATION

PROJECT: Ruffled Feathers North Lift Station
Pump Replacements
Lemont, IL.

TO: Gerry Turrise & Brian Wojciechowski- Lemont Public Works

We are pleased to have the opportunity to provide a QUOTE on the following equipment and services for the subject project.

Lemont, IL. North Lift Station Replacement Pumps:

QTY	DESCRIPTION
2	**KSB KRT_F100-254/224XEG** 30 HP, 480 Volt, 1750 RPM, 100' Cable 265 mm Impeller (Recessed Style)
2	**PumpSafe Module**
1/L	**Installation**
1/L	**Freight**
1/L	**Start-up**

Your COST for the above described equipment and services is as follows: **$45,462**

Notes & Clarifications:

Metro to remove existing Ruffled Feathers North Pump and install it into Ruffled Feathers South Lift Station.

Metro to install (2) new Recessed Impeller pumps into Ruffled Feathers North Lift Station

The estimated lead-time is 12 - 14 weeks.

Included: Equipment & Services as described.

Not Included: Taxes, Permits, Fees, Previous Service Call Costs and Anything not listed.

TERMS: Net 30 days from date of invoice. All invoices are payable in full when due, with no retainage allowed.

THIS QUOTATION, SUBJECT TO THE CONDITIONS ON THE REVERSE SIDE HEREOF, MAY BE ACCEPTED ONLY BY SIGNING ONE COPY OF THIS QUOTATION AND RETURNING IT TO METROPOLITAN PUMP CO. NOT LATER THAN THE DATE INDICATED ON THE FACE HEREOF AFTER WHICH THIS QUOTATION IS VOID. THIS QUOTATION AFTER ACCEPTANCE BY BUYER MAY BE CANCELLED BY EITHER PARTY WITH NO PENALTY ONLY IF ENGINEER FAILS TO APPROVE SELLERS APPROVAL BROCHURE.

Accepted:		Quotation No:	Keith062724MS
Firm:		Submitted:	June 27, 2024
By:		Void after:	30 Days
Title:		Prepared By:	Keith Girup

418 Main Street | Lemont, IL 60439

TO: Village Board Meeting
FROM: George Schafer, Administration
THROUGH:
SUBJECT: A Resolution Approving Successor Collective Bargaining Agreement Between the Village of Lemont and Metropolitan Alliance of Police, Lemont Chapter #39
DATE: July 22, 2024

SUMMARY/BACKGROUND
The collective bargaining agreement for Lemont Police Officers represented by the Metropolitan Alliance of Police (MAP) Chapter #39 expired on April 30, 2024. Village Administration and legal has been in negotiation with the bargaining team for MAP during the last several months to negotiate a successor multi-year collective bargaining agreement. We are close to a final agreement with the labor union and if ratified by the union by meeting time we will present for approval by meeting time and will have full update at the meeting.

ANALYSIS

Consistency with Village Policy
Budget (if applicable)

STAFF RECOMMENDATION
Staff recommends passage of resolution and agreement, if ready for meeting

BOARD ACTION REQUESTED
Motion to approve.

ATTACHMENTS
Res Approving Successor Labor Agreement with MAP Lemont Patrol Chapter 39.pdf

VILLAGE OF LEMONT

RESOLUTION
NUMBER R-___-24

A RESOLUTION APPROVING A SUCCESSOR COLLECTIVE BARGAINING AGREEMENT BETWEEN THE VILLAGE OF LEMONT AND METROPOLITAN ALLIANCE OF POLICE, LEMONT CHAPTER #39

JOHN EGOFSKE, Village President
CHARLENE M. SMOLLEN, Clerk

JANELLE KITTRIDGE
DAVE MAHER
KEN MCCLAFFERTY
KEVIN SHAUGHNESSY
RICK SNIEGOWSKI
RON STAPLETON
Trustees

Published in pamphlet form by authority of the Village President and Board of Trustees of the Village of Lemont on __-__-2024

RESOLUTION NO. R-_____-24

A RESOLUTION APPROVING A SUCCESSOR COLLECTIVE BARGAINING AGREEMENT BETWEEN THE VILLAGE OF LEMONT AND METROPOLITAN ALLIANCE OF POLICE, LEMONT CHAPTER #39

WHEREAS the Metropolitan Alliance of Police, Lemont Police Chapter #39, is the exclusive bargaining representative for certain employees within the Police Department; and

WHEREAS this Village Board has been and continues to be desirous of maintaining harmonious relations with its employees, regardless of their union representation or if they elect to continue to represent themselves in employment related matters; and

WHEREAS the Village and Metropolitan Alliance of Police, Lemont Police Chapter #39, have conducted negotiations resulting in a recommendation that a successor Labor Agreement be adopted by this Village Board subsequent to ratification by the Alliance membership, a copy of which is attached hereto as Exhibit A and incorporated by reference hereof; and

WHEREAS, the Mayor and Board of Trustees of the Village find that it is in the best interests of the Village to authorize the Labor Agreement attached as Exhibit A ("Agreement") with the Metropolitan Alliance of Police, Lemont Police Chapter #39.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Lemont, Counties of Cook, Will and DuPage, Illinois, as follows:

SECTION 1: RECITALS.

That the above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

SECTION 2:

Subject to attorney review, the Agreement with the Metropolitan Alliance of Police, Lemont Police Chapter #39 is hereby approved and authorized in substantially the form as Exhibit A attached hereto.

SECTION 3:

The Village President or his designee is hereby authorized to execute the Agreement in substantially the form attached hereto as Exhibit "A."

SECTION 4:

That said Labor Agreement be appropriately filed with the Illinois State Labor Relations Board.

SECTION 5: EFFECTIVE DATE.

This Resolution shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

ADOPTED this ____ day of _____, 2024.

Intentionally left blank.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DUPAGE, ILLINOIS, ON THIS _____ DAY OF _____ 2024.

PRESIDENT AND VILLAGE BOARD MEMBERS:

	AYES:	NAYS:	ABSENT:	ABSTAIN:
Janelle Kittridge	_____	_____	_____	_____
Dave Maher	_____	_____	_____	_____
Ken McClafferty	_____	_____	_____	_____
Rick Sniegowski	_____	_____	_____	_____
Ron Stapleton	_____	_____	_____	_____
Kevin Shaughnessy	_____	_____	_____	_____

_____
John Egofske, Village President

Attest:

_____
Charlene M. Smollen, Village Clerk

EXHIBIT A