Village of West Dundee
PRESIDENT AND BOARD OF TRUSTEES
Regular Meeting
Monday, December 18, 2023
07:30 PM

I. Call to Order

II. Roll Call

III. Pledge of Allegiance

IV. Approval of Agenda

V. Village President's Report

VI. Reports and Questions from Trustees and Working Groups

VII. Village Staff Reports

VIII. Questions from the audience
(not to exceed 30 minutes with a limit of 5 minutes per person requesting to be heard) A. Items on the Agenda B. Items not on the Agenda

IX. Consent Agenda

A. Ratification of Checks: 12/09/2023
B. Approval of Bill List: 12/18/2023
C. Ordinance Authorizing a Temporary Construction Easement to IDOT
D. Approval of Minutes: Regular Board Meeting - November 20, 2023

X. Resolutions and Ordinances

A. 200 Washinton Street: Ordinance Approving a Variation for Required Minimum Width of a One-way Parking Aisle with 45-Degree Diagonal Parking Spaces (Trustee Price)
B. 200 Washington Street: Ordinance Approving a Second Amendment to a Redevelopment Agreement by and between the Village of West Dundee and Lincoln Cornerstone, LLC (Trustee Price)
C. An Ordinance Amending and Approving Updates to the Village Personnel Policies and Procedures Manual (Trustee Wilbrandt)
D. An Ordinance Authorizing Parking Restrictions near Dundee Highlands (Trustee Wilbrandt)

XI. Unfinished Business

A. Authorization to Solicit Proposals - Canterfield Park (Trustee Yuscka)
B. Change Order #5 - Downtown Phase 3 Redevelopment Project (Trustee Price)
C. Authorization for Professional Service Agreement for Recommended Underwriter for Potential $20 Bond Issue (President Nelson)

XIV. Executive Session

A. Section 2(c)(5) of Open Meeting Act: Land Acquisition

XV. Miscellaneous / Future Agenda Items

XVI. Adjournment

INVOICES DUE ON/BEFORE 12/09/2023

CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
78796	MOR104	MORROW BROTHERS FORD, INC.						
	FORD 2023		12/08/23	01	2023 FORD 1FTFW1P86PKF57858	4-42-5-1110		49,465.00
							INVOICE TOTAL:	49,465.00 *
							CHECK TOTAL:	49,465.00
							TOTAL AMOUNT PAID:	49,465.00

JOURNAL DATE: 12/09/23 ACCOUNTING PERIOD: 08

ITEM	ACCOUNT #	ACCOUNT DESCRIPTION	VENDOR	INVOICE	TRANSACTION DESCRIPTION	DEBIT AMT	CREDIT AMT
VILLAGE FACILTIES DEPARTMENT							
01	4-42-5-1110	POLICE VEHICLES	MOR104	FORD 2023	2023 FORD 1FTFW1P86PKF57858	49,465.00	
02	4-00-5-1999	DUE TO/FROM OTHER FUNDS			ACCOUNTS PAYABLE OFFSET		49,465.00
INTERFUND SUMMARY							
03	1-00-1-1330	VILLAGE FACILITIES FUND 4			ACCTS PAYABLE INTERFUND OFFS	49,465.00	
04	1-00-1-1010	FAB - AP CHECKING			ACCTS PAYABLE INTERFUND OFFS		49,465.00
					TOTALS:	98,930.00	98,930.00

ENTRY DATE: 12/09/2023 JOURNAL #: AP-120923 ACCOUNTING PERIOD: 08

ITEM	ACCOUNT #	ACCOUNT DESCRIPTION	VENDOR	INVOICE	TRANSACTION DESCRIPTION	DEBIT AMT	CREDIT AMT
VILLAGE FACILTIES DEPARTMENT							
01	4-42-5-1110	POLICE VEHICLES	MOR104	FORD 2023	2023 FORD 1FTFW1P86PKF57858	49,465.00	
02	4-00-5-1999	DUE TO/FROM OTHER FUNDS			ACCOUNTS PAYABLE OFFSET		49,465.00
INTERFUND POSTED SUMMARY							
03	1-00-1-1330	VILLAGE FACILITIES FUND 4			ACCTS PAYABLE INTERFUND OFFS	49,465.00	
04	1-00-1-1010	FAB - AP CHECKING			ACCTS PAYABLE INTERFUND OFFS		49,465.00
					TOTALS:	98,930.00	98,930.00

CHECK DATE: 12/09/23

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78796	MOR104	MORROW BROTHERS FORD, INC.						
	FORD 2023		12/08/23	01	2023 FORD 1FTFW1P86PKF57858	4-42-5-1110	49,465.00	
						INVOICE TOTAL:	49,465.00 *	
						CHECK TOTAL:		49,465.00
						TOTAL AMOUNT PAID:		49,465.00

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ACT101	ACTIVE911, INC						
534520		AB		12/01/2023	121423	12/18/2023	525.00
	01 ALERTING SUBSCRIPTION QTY 35		1-15-3-3000	CONTRACTUAL SERVICES			525.00
				VENDOR TOTAL:			525.00
AEP100	AEP ENERGY						
113023 29051		AB		11/30/2023	121423	12/18/2023	1,560.02
	01 ACCOUNT 3013129051		1-17-3-1000	ELECTRICITY			1,560.02
				VENDOR TOTAL:			1,560.02
AIR100	AIR ONE EQUIPMENT, INC.						
200533		AB		11/28/2023	121423	12/18/2023	538.00
	01 HELMET & FRAME		1-15-2-2000	SAFETY EQUIPMENT & PROGRAMS			538.00
				VENDOR TOTAL:			538.00
ALL110	ALL TRAFFIC SOLUTIONS						
SIN039152		AB		12/11/2023	121123	12/18/2023	3,000.00
	01 2 SIGNS - APP/CLOUD SERVICE		1-14-3-3000	CONTRACTUAL SERVICES			3,000.00
				VENDOR TOTAL:			3,000.00
ALT103	ALTORFER INDUSTRIES, INC.						
PM6A0022103		AB		11/21/2023	121823	12/18/2023	1,988.00
	01 700 WESEMAN GENERATOR GAS REPA		2-22-3-3000	CONTRACTUAL SERVICES			1,988.00
				VENDOR TOTAL:			1,988.00
AMA101	AMAZON CAPITAL SERVICES, INC.						
11LF-VHVP-DDNW		AB		12/01/2023	121423	12/18/2023	11.99
	01 SCANDISK FLASH DRIVE		1-12-5-1510	COMPUTER EQUIPMENT			11.99
11LF-VHVP-F3KD		AB		12/01/2023	121423	12/18/2023	39.79
	01 TONER CARTRIDGE		1-12-5-1510	COMPUTER EQUIPMENT			39.79
11LF-VHVP-G4WH		AB		12/01/2023	121423	12/18/2023	24.46

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	01	IPHONE CHARGER	1-15-4-0500	AUTOMOTIVE PARTS			24.46
AMA101		AMAZON CAPITAL SERVICES, INC.					
14QK-LM93-F7J3			AB	12/01/2023	121423	12/18/2023	55.98
	01	MONITOR STAND QTY 2	1-12-5-1520	COMPUTER EQUIPMENT REPLACEMENT			55.98
19D1-R1DH-HFQ3			AB	12/01/2023	121423	12/18/2023	-49.99
	01	RET'D BACKUP CAMERA	1-14-4-0500	AUTOMOTIVE PARTS & REPAIRS			-49.99
19YN-VQ7G-DVD4			AB	12/01/2023	121423	12/18/2023	12.60
	01	BATTERY CHARGER	1-15-4-0100	DEPARTMENT EQUIPMENT			12.60
1CD9-MQG3-F9LC			AB	12/01/2023	121423	12/18/2023	239.77
	01	KEYBOARD,TV,WALL MOUNT	1-12-5-1510	COMPUTER EQUIPMENT			239.77
1F3X-VMWP-9NH3			AB	12/01/2023	121423	12/18/2023	5.39
	01	SH HDMI TO VGA ADAPTER	1-12-3-3800	REIMBURSABLE			5.39
1H19-RR7Y-9VNC			AB	12/01/2023	121423	12/18/2023	1,249.74
	01	MANIKIN,MASKS,VALVE,MNTR,USB,	1-15-2-2500	TRAINING			1,249.74
1H19-RR7Y-9VQ4			AB	12/01/2023	121423	12/18/2023	93.05
	01	FIRE & EMERGENCY PRINC&PRAC	1-15-2-2500	TRAINING			93.05
1LY1-NHKH-CKDR			AB	12/01/2023	121423	12/18/2023	26.72
	01	ALARM SECURITY BATTERY	1-18-3-0200	OPERATING SUPPLIES			26.72
1NVN-G1G7-HJVG			AB	12/01/2023	121423	12/18/2023	3,316.09
	01	BELT,LIGHT,GLOCKS,WRENCH	1-14-2-1500	CLOTHING ALLOWANCE			637.08
	02	CREAMER	1-14-3-0200	OPERATING SUPPLIES			39.99
	03	ADAPTERS,KEYS	1-14-3-3500	SMALL EQUIP/TOOLS/HARDWARE			156.61
	04	HOLSTERS	1-14-3-4000	FIREARM SUPPLIES			89.99
	05	HEATER,MONITORS,ADAPTERS,KEYS	1-14-4-0100	DEPARTMENT EQUIPMENT			466.11
	06	CAMERAS & LIGHTS	1-14-4-0500	AUTOMOTIVE PARTS & REPAIRS			134.86
	07	EARPLUGS & GLASSES	1-17-2-2000	SAFETY EQUIPMENT & PROGRAMS			120.77
	08	GASKET & PUMP	1-17-4-0100	DEPARTMENT EQUIPMENT			248.25
	09	SWITCHES	1-17-4-0550	VEHICLE REPAIRS & MAINT PARTS			44.45

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	10	EARPLUGS & GLASSES		1-18-2-2000	SAFETY EQUIPMENT & PROGRAMS			163.49
	11	STAMP		1-18-3-0100	OFFICE SUPPLIES			9.99
	12	HOSE FITTINGS & DISPENSER		1-18-3-3500	SMALL EQUIP/TOOLS/HARDWARE			55.58
	13	EARPLUGS & GLASSES		2-21-2-2000	SAFETY EQUIPMENT PROGRAM			133.40
	14	BACKFLOW,STRAINER,PIPE FIT		2-21-3-3700	REIMBURSEABLE EXPENSES			460.63
	15	UPS		2-21-4-4000	SCADA/TECH			371.90
	16	EARPLUGS		2-22-2-2000	SAFETY EQUIPMENT PROGRAM			68.92
	17	DESICCANT,CLAMP,STRIPPER		2-22-3-3500	SMALL EQUIP/TOOLS/HARDWARE			114.07
AMA101		AMAZON CAPITAL SERVICES, INC.						
1TLR-D1VV-GQML			AB		12/01/2023	121423	12/18/2023	451.08
	01	COMPUTER MONITORS QTY 6		1-12-5-1520	COMPUTER EQUIPMENT REPLACEMENT			451.08
1TWK-HRF1-6GJ6			AB		11/08/2023	121423	12/18/2023	-31.88
	01	RET'D BELT		1-14-2-1500	CLOTHING ALLOWANCE			-31.88
1V6M-NVV1-DTNV			AB		12/01/2023	121423	12/18/2023	179.00
	01	PRINTER WIRELESS		1-12-5-1510	COMPUTER EQUIPMENT			179.00
1YDP-XKGV-94YG			AB		12/01/2023	121423	12/18/2023	53.74
	01	IBM LTO-8 ULTRIUM		1-12-5-1510	COMPUTER EQUIPMENT			53.74
					VENDOR TOTAL:			5,677.53
BEN107		ZACHARY P BENSON						
120123			AB		12/01/2023	121423	12/18/2023	113.69
	01	SUPPLIES		1-15-4-0500	AUTOMOTIVE PARTS			113.69
					VENDOR TOTAL:			113.69
BER106		BERRY TIRE AND AUTO						
415422			AB		11/15/2023	121123	12/18/2023	471.06
	01	3 TIRES		1-14-4-0500	AUTOMOTIVE PARTS & REPAIRS			471.06
					VENDOR TOTAL:			471.06
BFT100		B & F CONSTRUCTION CODE						
18461			AB		11/03/2023	121423	12/18/2023	633.29
	01	SEPT 2023 INSPECTIONS		1-16-3-3000	CONTRACTUAL SERVICES			633.29

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BFT100	B & F CONSTRUCTION CODE						
18536		AB		11/27/2023	121423	12/18/2023	926.68
01	OCT 2023 INSPECTIONS		1-16-3-3000	CONTRACTUAL SERVICES			926.68
63024		AB		10/23/2023	121423	12/18/2023	370.66
01	68 HAWLEY-HUTSON 2ND FL ADD		1-16-3-3000	CONTRACTUAL SERVICES			370.66
					VENDOR TOTAL:		1,930.63
BRA105	BRAASCH AUTOMOTIVE						
14691		AB		08/17/2023	121123	12/18/2023	97.47
01	LOF, TIRE ROTATION D4		1-14-4-0500	AUTOMOTIVE PARTS & REPAIRS			97.47
15060		AB		11/28/2023	121123	12/18/2023	97.47
01	LOF, TIRE ROTATION D1		1-14-4-0500	AUTOMOTIVE PARTS & REPAIRS			97.47
					VENDOR TOTAL:		194.94
BRI102	BRIGHT DIRECTIONS						
121423 PYRL		AB		12/14/2023	121423	12/18/2023	250.00
01	ENRIQUE RIVERA-CARLOS RIVERA		1-00-2-2462	BRIGHT DIRECTION COLLEGE SAVIN			125.00
02	ENRIQUE RIVERA-SABRINA RIVERA		1-00-2-2462	BRIGHT DIRECTION COLLEGE SAVIN			125.00
					VENDOR TOTAL:		250.00
CAS107	CASSIDY TIRE & SERVICE						
922019513		AB		11/29/2023	121423	12/18/2023	358.00
01	TRUCK TIRE USED 12R22.5/MOUNT		1-15-4-0500	AUTOMOTIVE PARTS			358.00
					VENDOR TOTAL:		358.00
CAV100	JOSEPH CAVALLARO						
112223		AB		11/22/2023	121423	12/18/2023	146.99
01	ORNAMENTS DOWNTOWN		5-00-3-3610	DICKENS IN DUNDEE EXPENSES			146.99
					VENDOR TOTAL:		146.99
CDW101	CDW GOVERNMENT, INC.						
NN96544		AB		12/13/2023	121423	12/18/2023	939.91

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	01	DELL 7010 QTY 1		1-12-5-1520	COMPUTER EQUIPMENT REPLACEMENT			939.91
CDW101		CDW GOVERNMENT, INC.						
NP18971			AB		12/13/2023	121423	12/18/2023	475.60
	01	KEYBOARD & PENCIL		1-12-5-1520	COMPUTER EQUIPMENT REPLACEMENT			475.60
					VENDOR TOTAL:			1,415.51
CHI103		CHICAGO TRIBUNE						
40262706 THRU 3/3/24			AB		12/03/2023	121423	12/18/2023	146.99
	01	MON-FRI THRU 3/3/24		1-11-3-1600	SUBSCRIPTIONS AND PUBLICATIONS			146.99
					VENDOR TOTAL:			146.99
CIT105		CITGO						
11/15-12/12/23 FIRE			AB		12/12/2023	121423	12/18/2023	1,500.00
	01	ACCT 0470-00-463085-1		1-15-4-0200	VEHICLE FUEL			1,500.00
11/15-12/12/23 PD			AB		12/12/2023	121423	12/18/2023	2,000.00
	01	ACCT 0470-00-463148-7		1-14-4-0200	VEHICLE FUEL			2,000.00
11/15-12/12/23 PW			AB		12/12/2023	121423	12/18/2023	3,700.00
	01	ACCT 0470-00-463148-7		1-17-4-0200	VEHICLE FUEL			1,480.00
	02	ACCT 0470-00-463148-7		1-18-4-0200	VEHICLE FUEL			740.00
	03	ACCT 0470-00-463148-7		2-21-4-0200	VEHICLE FUEL			740.00
	04	ACCT 0470-00-463148-7		2-22-4-0200	VEHICLE FUEL			740.00
					VENDOR TOTAL:			7,200.00
CLA106		CLARION CONSTRUCTION INC						
121223 ASSEMBLY			AB		12/12/2023	121423	12/18/2023	121,646.00
	01	901 W MAIN-DOORS		5-00-3-3800	ECONOMIC DEVELOPMENT INCENTIVE			200,000.00
	02	901 W MAIN-DEP PD 8/11/23		5-00-3-3800	ECONOMIC DEVELOPMENT INCENTIVE			-78,354.00
					VENDOR TOTAL:			121,646.00
COM117		COMED						
121323 18007			AB		12/13/2023	121423	12/18/2023	238.67
	01	ACCOUNT 1501018007		1-17-3-1000	ELECTRICITY			238.67

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COM117		COMED						
121323 61063			AB		12/13/2023	121423	12/18/2023	5.30
	01	ACCOUNT 2187061063		1-17-3-1000	ELECTRICITY			5.30
					VENDOR TOTAL:			243.97
COM120		COMCAST						
111323 50424			AB		11/13/2023	121423	12/18/2023	219.90
	01	ACCOUNT 8771 10 008 0250424		1-12-3-0510	DATA INTERNET/EMAIL SERVICES			219.90
112823 16127			AB		11/28/2023	121423	12/18/2023	202.30
	01	ACCOUNT 8771 10 003 0316127		1-12-3-0510	DATA INTERNET/EMAIL SERVICES			202.30
120123 12345			AB		12/01/2023	121423	12/18/2023	121.98
	01	ACCOUNT 8771 10 008 0012345		1-12-3-0510	DATA INTERNET/EMAIL SERVICES			121.98
120223 48889			AB		12/02/2023	121423	12/18/2023	197.85
	01	ACCOUNT 8771 10 008 0348889		2-22-3-1000	ELECTRICITY			197.85
120523 63755			AB		12/05/2023	121423	12/18/2023	129.90
	01	ACCOUNT 8771 10 008 0363755		2-21-3-1000	ELECTRICITY			129.90
					VENDOR TOTAL:			871.93
COM128		COMCAST						
189070417			AB		12/01/2023	121423	12/18/2023	5,000.06
	01	ACCT 939750878		1-16-3-0500	TELEPHONE			583.34
	02	ACCT 939750878		1-15-3-0500	TELEPHONE			250.00
	03	ACCT 939750878		1-17-3-0500	TELEPHONE			486.12
	04	ACCT 939750878		1-18-3-0500	TELEPHONE			486.12
	05	ACCT 939750878		2-21-3-0500	TELEPHONE			486.12
	06	ACCT 939750878		2-22-3-0500	TELEPHONE			486.11
	07	ACCT 939750878		1-14-3-0500	TELEPHONE			555.56
	08	ACCT 939750878		1-15-3-0500	TELEPHONE			138.89
	09	ACCT 939750878		1-12-3-0500	TELEPHONE			694.46
	10	QUADCOM ACCT 939750878		1-12-3-3800	REIMBURSABLE			833.34
189070424			AB		12/01/2023	121423	12/18/2023	413.17

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	01	ACCT 963288794		1-12-3-0500	TELEPHONE			123.95
	02	ACCT 963288794		1-14-3-0500	TELEPHONE			103.29
	03	ACCT 963288794		1-15-3-0500	TELEPHONE			103.29
	04	ACCT 963288794		1-16-3-0500	TELEPHONE			82.64
COM128	COMCAST							
189070429			AB	12/01/2023		121423	12/18/2023	796.71
	01	EDFPD ACCT 980839313		1-12-3-3800	REIMBURSABLE			796.71
189070434			AB	12/01/2023		121423	12/18/2023	602.63
	01	SH ACCT 980839317		1-12-3-3800	REIMBURSABLE			200.87
	02	RDFPD ACCT 980839317		1-12-3-3800	REIMBURSABLE			200.88
	03	QUADCOM ACCT 980839317		1-12-3-3800	REIMBURSABLE			200.88
					VENDOR TOTAL:			6,812.57
CSI100	C. SINGLETON PLUMBING							
096151			AB	11/30/2023		121823	12/18/2023	650.00
	01	RESIDENTIAL BKFL TESTING		2-21-3-3700	REIMBURSEABLE EXPENSES			650.00
					VENDOR TOTAL:			650.00
DAI107	DAILY HERALD							
273459			AB	12/05/2023		121423	12/18/2023	257.60
	01	TAX LEVY PUBLICATION		1-13-3-7400	LEGAL NOTICES			257.60
					VENDOR TOTAL:			257.60
DUN103	DUNDEE AUTOMOTIVE SUPPLY, INC.							
15418			AB	12/01/2023		121823	12/18/2023	161.96
	01	PARADE FLOAT - STRAPS		5-00-3-3500	VILLAGE AND COMMUNITY EVENTS			161.96
463079			AB	11/29/2023		121823	12/18/2023	68.90
	01	MINI LIGHTS		1-17-4-0550	VEHICLE REPAIRS & MAINT PARTS			68.90
463180			AB	11/30/2023		121823	12/18/2023	20.74
	01	LIT LENS		1-17-4-0550	VEHICLE REPAIRS & MAINT PARTS			20.74
463846			AB	12/07/2023		121823	12/18/2023	21.84

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	01	BATTERY CLEANER/SEALER		2-21-3-3500	SMALL EQUIP/TOOLS/HARDWARE			21.84
					VENDOR TOTAL:			273.44
DUN113		DUNDEE TOWNSHIP LIONS						
2023 DICKENS			AB	12/05/2023		121423	12/18/2023	375.00
	01	11 TREES		5-00-3-3610	DICKENS IN DUNDEE EXPENSES			375.00
					VENDOR TOTAL:			375.00
ELG106		ELGIN KEY & LOCK CO. INC.						
231930			AB	12/11/2023		121123	12/18/2023	125.22
	01	12 KEYS/ 4 SIGNS		1-14-3-3500	SMALL EQUIP/TOOLS/HARDWARE			125.22
					VENDOR TOTAL:			125.22
FIR125		FIRST AMERICAN BANK						
11/16-12/13/23			AB	12/13/2023		121423	12/18/2023	1,979.98
	01	IL FIRE INSPECTOR		1-15-2-2500	TRAINING			100.00
	02	NFPA-M SPIRO		1-15-2-3000	DUES AND MEMBERSHIPS			157.28
	03	NFPA-RICK PAUL		1-15-2-3000	DUES AND MEMBERSHIPS			154.37
	04	EMOTIONAL INTELL-DISPUTED		1-12-3-6500	MISCELLANEOUS			-50.00
	05	ZAPIER-COMPUTER		1-12-3-3001	CONTRACTUAL - COMPUTER SUPPORT			113.47
	06	GFOA-AUDIT		1-12-3-2400	AUDIT FEE			170.00
	07	UPPO-POSTCARDS		2-21-3-2000	POSTAGE			103.15
	08	UPPO-POSTCARDS		2-22-3-2000	POSTAGE			103.15
	09	UPPO-POSTCARDS		2-21-3-2000	POSTAGE			52.15
	10	UPPO-POSTCARDS		2-22-3-2000	POSTAGE			52.15
	11	MAILCHIMP-BLAST		1-12-3-3001	CONTRACTUAL - COMPUTER SUPPORT			45.90
	12	GODADDY-DOMAIN		1-12-3-3001	CONTRACTUAL - COMPUTER SUPPORT			139.02
	13	JAMF-MOBILE DEVICE MGMT		1-12-3-3001	CONTRACTUAL - COMPUTER SUPPORT			180.00
	14	CALIBRE PRESS-TRIANING		1-14-2-2500	TRAINING			495.00
	15	BESTBUY		1-12-5-1510	COMPUTER EQUIPMENT			49.99
	16	EMOTIONAL INTELL-TRAINING		1-16-2-2500	TRAINING			50.00
	17	ZAPIER-COMPUTER		1-12-3-3001	CONTRACTUAL - COMPUTER SUPPORT			64.35
					VENDOR TOTAL:			1,979.98
FIR129		FIRSTNET						
287313916067X1203202			AB	11/25/2023		121423	12/18/2023	1,515.13
	01	ACCT 287313916067		1-12-3-0500	TELEPHONE			317.30
	02	ACCT 287313916067		1-14-3-0500	TELEPHONE			561.22

VENDOR # / INVOICE #	ITEM	DESCRIPTION	INVOICE STATUS	ACCOUNT NUMBER		BATCH / P.O. #	DUE DATE / PROJECT	INVOICE AMT / ITEM AMT
	03	ACCT 287313916067		1-15-3-0500	TELEPHONE			600.37
	04	ACCT 287313916067		2-22-3-0500	TELEPHONE			36.24
FIR129		FIRSTNET						
287313916093X1203202			AB		11/25/2023	121423	12/18/2023	1,451.53
	01	ACCT 287313916093		1-12-3-0500	TELEPHONE			114.75
	02	ACCT 287313916093		1-15-3-0500	TELEPHONE			36.24
	03	ACCT 287313916093		1-16-3-0500	TELEPHONE			210.00
	04	ACCT 287313916093		1-17-3-0500	TELEPHONE			129.66
	05	ACCT 287313916093		1-18-3-0500	TELEPHONE			41.10
	06	ACCT 287313916093		2-21-3-0500	TELEPHONE			304.70
	07	ACCT 287313916093		2-22-3-0500	TELEPHONE			615.08
					VENDOR TOTAL:			2,966.66
FLO103		Flock Group Inc						
INV-27598			AB		12/06/2023	121123	12/18/2023	20,250.00
	01	ANNUAL FEE - FIRST YEAR SIGN		4-42-5-1100	POLICE DEPART OPERATING EQUIP			20,250.00
					VENDOR TOTAL:			20,250.00
GRE111		GREENFIELDS OUTDOOR						
S25212			AB		12/07/2023	121423	12/18/2023	10,636.50
	01	FITNESS EQUIPMENT-50% DEPOSIT		G-31-5-2509	CANTERFIELD PARK			10,636.50
					VENDOR TOTAL:			10,636.50
GRO102		GROOT, INC.						
11649187T107			AB		12/01/2023	121423	12/18/2023	46,340.91
	01	NOV '23 RESIDENTIAL SERVICE		1-17-3-5500	SCAVENGER SERVICE			34,755.68
	02	NOV '23 RESIDENTIAL SERVICE		1-17-3-6000	RECYCLING			11,585.23
					VENDOR TOTAL:			46,340.91
HEL102		RALPH HELM, INC.						
387474			AB		12/01/2023	121823	12/18/2023	168.95
	01	ROTOR BLADE		1-17-4-0100	DEPARTMENT EQUIPMENT			168.95
					VENDOR TOTAL:			168.95
HIT100		HITCHCOCK DESIGN INC						
31670			AB		11/30/2023	121423	12/18/2023	8,050.00

VENDOR # / INVOICE #	ITEM	DESCRIPTION	INVOICE STATUS	ACCOUNT NUMBER		BATCH / P.O. #	DUE DATE / PROJECT	INVOICE AMT / ITEM AMT
	01	FAIRHILLS DESIGN		G-31-5-2509	CANTERFIELD PARK			8,050.00
					VENDOR TOTAL:			8,050.00
HOP102		HOPKINS FORD						
682176			AB		11/20/2023	121123	12/18/2023	90.00
	01	UPDATE AWD MODULE D2		1-14-4-0500	AUTOMOTIVE PARTS & REPAIRS			90.00
					VENDOR TOTAL:			90.00
ILL112		ILLINOIS FIRE & POLICE						
02949			AB		11/22/2023	121423	12/18/2023	400.00
	01	2024 MEMBERSHIP DUES		1-11-7-1000	FIRE AND POLICE COMMISSION			400.00
					VENDOR TOTAL:			400.00
ILL126		ILLINOIS MUNICIPAL LEAGUE						
2024 DUES			AB		12/13/2023	121423	12/18/2023	825.00
	01	2024 MEMBERSHIP DUES		1-11-2-3000	DUES AND MEMBERSHIPS			825.00
					VENDOR TOTAL:			825.00
ILL168		IL DEPT OF HEALTH&FAMILY SRVCS						
GEMT202234258			AB		11/15/2023	121423	12/18/2023	167,327.19
	01	GEMT 3Q & 4Q 2022		1-00-8-1000	AMBULANCE FEE			117,049.15
	02	GEMT 1Q & 2Q 2023		1-00-8-1000	AMBULANCE FEE			50,278.04
					VENDOR TOTAL:			167,327.19
INL102		PREMISTAR-NORTH						
SI2227694			AB		12/12/2023	121823	12/18/2023	1,158.28
	01	PSB #1 GAS BURNERS		1-18-4-2000	BUILDINGS & GROUNDS REPAIRS			1,158.28
SI2227695			AB		12/12/2023	121823	12/18/2023	967.97
	01	AIR FILTERS		1-18-4-2000	BUILDINGS & GROUNDS REPAIRS			967.97
					VENDOR TOTAL:			2,126.25
KAN107		KANE COUNTY						
T-FY23-Q4-012			AB		12/07/2023	121823	12/18/2023	1,589.34

VENDOR # / INVOICE #	ITEM	DESCRIPTION	INVOICE STATUS	ACCOUNT NUMBER		BATCH / P.O. #	DUE DATE / PROJECT	INVOICE AMT / ITEM AMT
	01	CARRINGTON/REC DR LIGHTS		1-17-4-1300	STREET & TRAFFIC LIGHTS			1,589.34
					VENDOR TOTAL:			1,589.34
KAN117		KANE COUNTY RECORDER						
WDUN110923			AB		11/09/2023	121423	12/18/2023	94.00
	01	MAPLES P JOHNSON RECORDG FEES		1-13-3-7500	RECORDING FEES			94.00
WDUN111323			AB		11/13/2023	121423	12/18/2023	174.00
	01	407 HIGHLAND-ECON LOAN RELEASE		1-13-3-7500	RECORDING FEES			58.00
	02	413 S 3RD-ECON LOAN RELEASE		1-13-3-7500	RECORDING FEES			58.00
	03	410 WASHNGTN-ECON LOAN RELEASE		1-13-3-7500	RECORDING FEES			58.00
					VENDOR TOTAL:			268.00
KIR101		MIKE KIRK						
KIRK120723			AB		12/07/2023	121823	12/18/2023	333.96
	01	FAFLIK - CL VEST		1-17-2-1500	CLOTHING ALLOWANCE			97.09
	02	FAFLIK - CL VEST		1-18-2-1500	CLOTHING ALLOWANCE			97.09
	03	FAFLIK - CL VEST		2-21-2-1500	CLOTHING ALLOWANCE			20.70
	04	FAFLIK - CL VEST		2-22-2-1500	CLOTHING ALLOWANCE			9.09
	05	POP UP TENT		1-18-3-3500	SMALL EQUIP/TOOLS/HARDWARE			109.99
					VENDOR TOTAL:			333.96
LAW103		LAW ENFORCEMENT SYSTEMS INC						
221021			AB		11/30/2023	121123	12/18/2023	78.00
	01	ARREST CASE JACKETS (100)		1-14-3-0100	OFFICE SUPPLIES			78.00
					VENDOR TOTAL:			78.00
LEA102		LEADS ONLINE LLC						
407334			AB		09/15/2023	121123	12/18/2023	2,819.00
	01	ANNUAL MEMBERSHIP FEE		1-14-2-3000	DUES AND MEMBERSHIPS			2,819.00
					VENDOR TOTAL:			2,819.00
LEG104		LEGACY FIRE APPARATUS						
INV-18333			AB		11/30/2023	121423	12/18/2023	1,538.13
	01	1993 PIERCE - PUMP VACUUM		1-15-4-0600	AUTOMOTIVE MAINT. & REPAIRS			1,538.13

VENDOR # / INVOICE # / ITEM	DESCRIPTION	INVOICE STATUS	ACCOUNT NUMBER		BATCH / P.O. #	DUE DATE / PROJECT	INVOICE AMT / ITEM AMT
LEG104	LEGACY FIRE APPARATUS						
INV-18337		AB		11/30/2023	121423	12/18/2023	953.29
01	93 PIERCE AUTO EJECTOR		1-15-4-0600	AUTOMOTIVE MAINT. & REPAIRS			953.29
				VENDOR TOTAL:			2,491.42
MEN100	MENARDS - CARPENTERSVILLE						
10761A		AB		08/22/2023	121423	12/18/2023	110.64
01	FAN,BRUSHES,DRILL BIT,CORD,DUC		1-18-3-3500	SMALL EQUIP/TOOLS/HARDWARE			110.64
10867A		AB		08/24/2023	121423	12/18/2023	759.86
01	DEHUMIDIFYER&RADAR ILLUSION		1-18-3-3500	SMALL EQUIP/TOOLS/HARDWARE			759.86
15189		AB		11/27/2023	121823	12/18/2023	222.39
01	GFI, TIMERS CRIMPER		1-18-3-3500	SMALL EQUIP/TOOLS/HARDWARE			222.39
15255		AB		11/28/2023	121823	12/18/2023	178.91
01	5TH ST FLOOR PAINTING		2-21-4-2800	RESERVOIRS			178.91
15393		AB		12/01/2023	121423	12/18/2023	70.27
01	WHIP,OLDWRK,MUDRING,BOLT,BRUSH		1-15-4-0100	DEPARTMENT EQUIPMENT			70.27
15521		AB		12/04/2023	121823	12/18/2023	120.76
01	PAINT SUPPLIES FOR 5TH ST FLOO		2-21-3-3500	SMALL EQUIP/TOOLS/HARDWARE			120.76
				VENDOR TOTAL:			1,462.83
MEN102	MENARDS - CARPENTERSVILLE						
15315		AB		11/29/2023	121123	12/18/2023	58.42
01	SWIFFER WET JET/CLIPS		1-14-3-0200	OPERATING SUPPLIES			58.42
15355		AB		11/30/2023	121123	12/18/2023	64.52
01	ROPE LIGHTS/CABLE TIES/CLPS		1-14-3-0200	OPERATING SUPPLIES			64.52
				VENDOR TOTAL:			122.94
MET108	METROPOLITAN MAYORS CAUCUS						
2023-266		AB		06/30/2023	121423	12/18/2023	345.87

VENDOR # / INVOICE #	ITEM	DESCRIPTION	INVOICE STATUS	ACCOUNT NUMBER		BATCH / P.O. #	DUE DATE / PROJECT	INVOICE AMT / ITEM AMT
	01	FY 2022-2023 CAUCUS DUES		1-11-2-3000	DUES AND MEMBERSHIPS			345.87
					VENDOR TOTAL:			345.87
MID120		MIDWEST SALT, LLC						
P470989			AB	12/04/2023		121823	12/18/2023	2,584.70
	01	ATWTP 20.12 @ 124		2-21-3-4300	TREATMENT SALT			2,584.70
P471041			AB	12/06/2023		121823	12/18/2023	2,966.23
	01	RRWTP 23.09 @124		2-21-3-4300	TREATMENT SALT			2,966.23
					VENDOR TOTAL:			5,550.93
MOT100		MOTOROLA SOLUTIONS, INC.						
8029520231101			AB	12/01/2023		121423	12/18/2023	524.00
	01	DEC 23 15X$23 4X$41 1X15		1-15-4-1000	FLEET RADIO			524.00
8037520231101			AB	12/01/2023		121123	12/18/2023	899.00
	01	DEC STARCOM21 USER FEES		1-14-4-1000	FLEET RADIO			899.00
					VENDOR TOTAL:			1,423.00
NAT123		NATIONAL PELRA						
8670			AB	12/13/2023		121423	12/18/2023	230.00
	01	MASTERA-ANNUAL MEMBERSHIP		1-12-2-3000	DUES AND MEMBERSHIPS			230.00
					VENDOR TOTAL:			230.00
NEL101		NELSON FIRE PROTECTION COMPANY						
30195			AB	11/28/2023		121823	12/18/2023	914.20
	01	COMPRESSOR SWITCH		1-18-4-2000	BUILDINGS & GROUNDS REPAIRS			914.20
					VENDOR TOTAL:			914.20
NES100		STEVE NESPOR						
NEP120723			AB	12/07/2023		121823	12/18/2023	66.46
	01	CDL LICENSE		1-17-2-3000	DUES AND MEMBERSHIPS			66.46
					VENDOR TOTAL:			66.46

VENDOR # / INVOICE #	ITEM	DESCRIPTION	INVOICE STATUS	ACCOUNT NUMBER		BATCH / P.O. #	DUE DATE / PROJECT	INVOICE AMT / ITEM AMT
OTT102		OTTOSEN DINOLFO HASENBALG &						
2852			AB		11/30/2023	121423	12/18/2023	10,219.00
	01	TIF#5 LEGAL MATTERS		H-12-3-7300	LEGAL FEES			2,992.00
	02	LEGAL MATTERS		1-13-3-7300	ATTORNEY FEES-OTHER			7,227.00
2853			AB		11/30/2023	121423	12/18/2023	33.83
	01	RESEARCH		5-00-3-9519	TRAFFIC/PEDESTRIAN SAFETY			33.83
2855			AB		11/30/2023	121423	12/18/2023	1,023.00
	01	ROUTE 31 TIF		G-12-3-7300	LEGAL FEES			1,023.00
2856			AB		11/30/2023	121423	12/18/2023	1,650.00
	01	TIF #5		H-12-3-7300	LEGAL FEES			1,650.00
2897			AB		11/30/2023	121423	12/18/2023	1,200.00
	01	NOV 23 RETAINER		1-13-3-7000	VILLAGE ATTORNEY RETAINER			1,200.00
					VENDOR TOTAL:			14,125.83
PAH100		PAHCS II / NORTHWESTERN MED						
545832			AB		11/30/2023	121423	12/18/2023	125.00
	01	C PAPE - POST OFFER PHYSICAL		1-16-3-3000	CONTRACTUAL SERVICES			125.00
					VENDOR TOTAL:			125.00
PDC100		PACE ANALYTICAL SERVICES, LLC						
I9577134			AB		11/30/2023	121823	12/18/2023	744.00
	01	COLIFORM, BARIUM, FLOURIDE		2-21-3-3100	IEPA WATER ANALYSIS			744.00
					VENDOR TOTAL:			744.00
PIT100		PITNEY BOWES GLOBAL						
3106404446			AB		09/29/2023	121123	12/18/2023	170.43
	01	4TH QUARTER LEASE PAYMENT		1-14-3-3000	CONTRACTUAL SERVICES			170.43
					VENDOR TOTAL:			170.43
PUM101		PUMP SUPPLY INCORPORATED						
90565-01			AB		11/30/2023	121823	12/18/2023	11,552.55

VENDOR # / INVOICE #	ITEM	DESCRIPTION	INVOICE STATUS	ACCOUNT NUMBER		BATCH / P.O. #	DUE DATE / PROJECT	INVOICE AMT / ITEM AMT
	01	4" SEWAGE PUMP LIFT STATION		2-22-5-4000	CAPITAL IMPROVEMENTS			11,552.55
					VENDOR TOTAL:			11,552.55
QUA100		QUADCOM						
23-WDFD-12			AB		12/01/2023	121423	12/18/2023	7,973.05
	01	DEC '23 DISPATCH SERVICE		1-15-3-2300	QUADCOM			7,973.05
23-WDPD-12			AB		12/01/2023	121123	12/18/2023	18,745.91
	01	DEC '23 DISPATCH SERVICE		1-14-3-2300	QUADCOM			18,745.91
					VENDOR TOTAL:			26,718.96
QUI100		QUILL LLC						
35552599			AB		11/07/2023	121423	12/18/2023	63.10
	01	KLEENEX,LEGAL PAD, COPY PAPER		1-16-3-0100	OFFICE SUPPLIES			31.55
	02	KLEENEX,LEGAL PAD, COPY PAPER		1-15-3-0100	OFFICE SUPPLIES			31.55
35618958			AB		11/10/2023	121423	12/18/2023	16.66
	01	PERFORATED PAD 12 PACK		1-16-3-0100	OFFICE SUPPLIES			8.33
	02	PERFORATED PAD 12 PACK		1-15-3-0100	OFFICE SUPPLIES			8.33
35628111			AB		11/10/2023	121423	12/18/2023	14.79
	01	WIPES 3/75 CT		1-16-3-0100	OFFICE SUPPLIES			7.39
	02	WIPES 3/75 CT		1-15-3-0100	OFFICE SUPPLIES			7.40
35674741			AB		11/14/2023	121423	12/18/2023	20.59
	01	8-1/5 X 11 WHITE RULED PAPER		1-16-3-0100	OFFICE SUPPLIES			10.30
	02	8-1/5 X 11 WHITE RULED PAPER		1-15-3-0100	OFFICE SUPPLIES			10.29
					VENDOR TOTAL:			115.14
RUS104		RUSH TRUCK CENTER - HUNTLEY						
3034866038			AB		11/03/2023	121823	12/18/2023	280.00
	01	#34 CONTROL VALVE		1-17-4-0100	DEPARTMENT EQUIPMENT			280.00
					VENDOR TOTAL:			280.00
SEC103		SECRETARY OF STATE						
120823			AB		12/11/2023	121123	12/18/2023	15.00

VENDOR # / INVOICE #	ITEM	DESCRIPTION	INVOICE STATUS	ACCOUNT NUMBER		BATCH / P.O. #	DUE DATE / PROJECT	INVOICE AMT / ITEM AMT
	01	BURKE NOTARY RENEWAL		1-14-3-0200	OPERATING SUPPLIES			15.00
					VENDOR TOTAL:			15.00
SHA103		SHAW MEDIA						
2113367			AB	10/31/2023		121423	12/18/2023	300.00
	01	1/8TH PG AD 2023 NKCC'S GUIDE		1-16-3-1550	MARKETING ACTIVITIES			300.00
					VENDOR TOTAL:			300.00
SHE108		SHERWIN-WILLIAMS						
5663-2			AB	12/08/2023		121823	12/18/2023	483.51
	01	WHITE PAINT CROSSWALK STRIPING		1-17-4-1200	STREETS			483.51
					VENDOR TOTAL:			483.51
STO102		STORINO RAMELLO & DURKIN						
89987			AB	11/30/2023		121423	12/18/2023	524.18
	01	NOV 23 RED LIT VIO/AUTO IMPNDS		1-13-3-7300	ATTORNEY FEES-OTHER			524.18
					VENDOR TOTAL:			524.18
TAR102		TARGETSOLUTIONS LEARNING						
INV85734			AB	12/13/2023		121423	12/18/2023	11,021.22
	01	VECTOR 12/31/23-12/30/24		1-15-3-3000	CONTRACTUAL SERVICES			11,021.22
					VENDOR TOTAL:			11,021.22
TER103		TERRACE SUPPLY COMPANY						
0001054146			AB	11/30/2023		121423	12/18/2023	43.20
	01	HIGH PRESSURE CYLN		1-15-3-0300	MEDICAL SUPPLIES			43.20
					VENDOR TOTAL:			43.20
THI100		THIRD MILLENNIUM ASSOCIATES						
30761			AB	12/08/2023		121423	12/18/2023	223.68
	01	UB BILL RENDERING		2-21-3-3000	CONTRACTUAL SERVICES			111.84
	02	UB BILL RENDERING		2-22-3-3000	CONTRACTUAL SERVICES			111.84
					VENDOR TOTAL:			223.68

VENDOR # / INVOICE # / ITEM	DESCRIPTION	INVOICE STATUS	ACCOUNT NUMBER		BATCH / P.O. #	DUE DATE / PROJECT	INVOICE AMT / ITEM AMT
THO100	THOMPSON ELEVATOR INSPECTION						
23-2203		AB		09/12/2023	121423	12/18/2023	100.00
01	4201 CANTERFIELD INSPECTION		1-16-3-3000	CONTRACTUAL SERVICES			100.00
23-2780		AB		11/28/2023	121423	12/18/2023	100.00
01	4201 CANTERFIELD INSPECTION		1-16-3-3000	CONTRACTUAL SERVICES			100.00
				VENDOR TOTAL:			200.00
TOD100	TODAY'S UNIFORMS INC						
246925		AB		11/08/2023	121423	12/18/2023	175.90
01	BENSON-APPAREL		1-15-2-1500	CLOTHING ALLOWANCE			175.90
247207		AB		11/14/2023	121423	12/18/2023	103.90
01	PAUL-APPAREL		1-15-2-1500	CLOTHING ALLOWANCE			103.90
247215		AB		11/14/2023	121423	12/18/2023	45.95
01	AMOS-APPAREL		1-15-2-1500	CLOTHING ALLOWANCE			45.95
247218		AB		11/14/2023	121423	12/18/2023	99.90
01	BOURKE-APPAREL		1-15-2-1500	CLOTHING ALLOWANCE			99.90
247244		AB		11/14/2023	121423	12/18/2023	167.95
01	KILIAN-APPAREL		1-15-2-1500	CLOTHING ALLOWANCE			167.95
247303		AB		11/15/2023	121423	12/18/2023	125.95
01	SMITH-APPAREL		1-15-2-1500	CLOTHING ALLOWANCE			125.95
247505		AB		11/17/2023	121423	12/18/2023	38.85
01	AMOS-APPAREL		1-15-2-1500	CLOTHING ALLOWANCE			38.85
247519		AB		11/17/2023	121423	12/18/2023	79.95
01	KILIAN-APPAREL		1-15-2-1500	CLOTHING ALLOWANCE			79.95
247522		AB		12/14/2023	121423	12/18/2023	68.85

VENDOR # / INVOICE #	INVOICE STATUS	ITEM DESCRIPTION	ACCOUNT NUMBER		BATCH / P.O. #	DUE DATE / PROJECT	INVOICE AMT / ITEM AMT
		01 BENSON-APPAREL	1-15-2-1500	CLOTHING ALLOWANCE			68.85
TOD100	TODAY'S UNIFORMS INC						
248007	AB		11/29/2023		121423	12/18/2023	29.95
		01 SIEMINSKI-APPAREL	1-15-2-1500	CLOTHING ALLOWANCE			29.95
248026	AB		11/29/2023		121423	12/18/2023	17.95
		01 WISE-APPAREL	1-15-2-1500	CLOTHING ALLOWANCE			17.95
				VENDOR TOTAL:			955.10
TOU101	STEPHEN D. TOUSEY LAW OFFICES						
120123	AB		12/01/2023		121423	12/18/2023	935.00
		01 NOV 2023 PROSECUTION	1-13-3-7100	VILLAGE PROSECUTOR RETAINER			935.00
				VENDOR TOTAL:			935.00
TRU101	TRUE BLUE CAR WASH						
INV-5132	AB		11/30/2023		121123	12/18/2023	54.00
		01 FLEET CAR WASHES NOV	1-14-4-0500	AUTOMOTIVE PARTS & REPAIRS			54.00
				VENDOR TOTAL:			54.00
TRU102	TRUCK COUNTRY OF IL INC						
X901115552:01	AB		11/07/2023		121423	12/18/2023	551.94
		01 VACTOR-AIR TANK	2-21-4-0550	VEHICLE PARTS			551.94
				VENDOR TOTAL:			551.94
UNI125	UNITED WAY						
121423 PYRL	AB		12/14/2023		121423	12/18/2023	6.00
		01 JOE CAVALLARO-DONATION	1-00-2-2461	UNITED WAY			6.00
				VENDOR TOTAL:			6.00
VER100	VERIZON WIRELESS						
9950749615	AB		12/02/2023		121423	12/18/2023	108.03
		01 ACCOUNT 442045914-00001	1-14-3-0500	TELEPHONE			108.03
				VENDOR TOTAL:			108.03

VENDOR # / INVOICE #	ITEM	DESCRIPTION	INVOICE STATUS	ACCOUNT NUMBER		BATCH / P.O. #	DUE DATE / PROJECT	INVOICE AMT / ITEM AMT
VIL100		PETTY CASH						
121323 VH			AB		12/13/2023	121423	12/18/2023	102.00
	01	USPO-POSTCARD STAMPS		2-21-3-2000	POSTAGE			51.00
	02	USPO-POSTCARD STAMPS		2-22-3-2000	POSTAGE			51.00
					VENDOR TOTAL:			102.00
VIL103		VILLAGE OF EAST DUNDEE						
355			AB		12/07/2023	121423	12/18/2023	33,474.84
	01	NOV 23 ADDL SVCS 13359.77@1.57		2-22-3-3100	TREATMENT CHARGES			20,974.84
	02	NOV 23 STANDARD SERVICES		2-22-3-3100	TREATMENT CHARGES			12,500.00
					VENDOR TOTAL:			33,474.84
WAT106		WATERLY, LLC						
1284			AB		11/30/2023	121823	12/18/2023	3,900.00
	01	SOFTWARE ANNUAL SUBSCRIPT		2-21-3-3300	CONTRACTUAL SERVICES			3,900.00
					VENDOR TOTAL:			3,900.00
WIL105		WBK ENGINEERING						
24985			AB		11/25/2023	121423	12/18/2023	1,427.88
	01	AIRPORT RD ENG 10/29-11/25/23		1-16-3-3800	COM. DEV - REIMBURSEABLE EXPEN			1,427.88
24987			AB		11/25/2023	121423	12/18/2023	3,662.44
	01	C4-LOT1 ENG 10/29-11/25/23		1-16-3-3800	COM. DEV - REIMBURSEABLE EXPEN			3,662.44
24988			AB		11/25/2023	121423	12/18/2023	4,881.20
	01	C4-LOT2 ENG 10/29-11/25/23		1-16-3-3800	COM. DEV - REIMBURSEABLE EXPEN			4,881.20
					VENDOR TOTAL:			9,971.52
ZUK100		ZUKOWSKI, ROGERS, FLOOD &						
165435			AB		11/30/2023	121423	12/18/2023	370.00
	01	AT&T LEGAL MATTERS		1-13-3-7300	ATTORNEY FEES-OTHER			370.00
					VENDOR TOTAL:			370.00
					TOTAL --- ALL INVOICES:			552,700.61

Village of
West Dundee

TO: Village President & Board of Trustees

FROM: Joseph A. Cavallaro, Village Manager

DATE: December 18, 2023

SUBJECT: Ordinance Authorizing a Temporary Construction Easement to IDOT

INTRODUCTION:

Please be advised that with the acquisition of Sears, IDOT needs a temporary construction easement for their job #R-91-016-22 - Smart Corridor Improvements at Various Intersections Along Route 72. The temporary easement is .01 acres, or less than 450 sq. ft.

The easements are necessary to facilitate ADA ramps in conjunction with their intersection work.

The ordinance allows for the granting of a temporary easement to facilitate the construction of the improvement and authorizes the Village Manager to sign the necessary documents authorizing the temporary easement to IDOT.

MOTION: Move to authorize and approve the ordinance granting a temporary construction easement to IDOT for properties owned by the Village of West Dundee.

CC: Adam Handy - IDOT

ORDINANCE No. 2023-__

AN ORDINANCE OF THE VILLAGE OF WEST DUNDEE, KANE COUNTY, ILLINOIS, AUTHORIZIING THE CONVEYANCE OF A TEMPORARY CONSTRUCTION EASEMENT TO THE PEOPLE OF THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION

WHEREAS, the Village of West Dundee, Kane County, Illinois (the "*Village*") is a duly organized and validly existing home-rule municipality created in accordance with the Article VII, Section 6 (a) of the Constitution of the State of Illinois of 1970; and,

WHEREAS, the State of Illinois, through its Department of Transportation ("IDOT"), is making improvements to Illinois Route 31 and has requested a temporary construction easement upon property owned by the Village; and,

WHEREAS, the Village believes that the improvements, as planned, shall be of benefit to the Village and, therefore, is prepared to grant the Temporary Construction Easement requested in the form attached hereto.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of West Dundee, Kane County, Illinois, as follows:

Section 1. That the recitals in the preambles to this Ordinance are incorporated into this Section 1 as if fully set forth herein.

Section 2. That the Temporary Construction Easement from the Village to the State of Illinois Department of Transportation in the form attached hereto and made a part hereof, is hereby approved and the President and Village Clerk are hereby authorized to execute and deliver said Temporary Construction Easement.

Section 3. This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

PASSED and APPOVED this ___ day of _____, 2023, pursuant to a roll call vote as follows:

AYES:
NAYS:
ABSENT:

_____
Christopher Nelson
Village President

Attest:

_____
Mary Jo Pape
Village Clerk

Published in pamphlet form:
_____, 2023

Owner	Village of West Dundee
Address	102 S. Second Street
	West Dundee, IL 60018
Route	IL-25 & IL-31 (Smart Corridor)
Section	Various Intersection
County	Kane
Job No.	R-91-016-22
Parcel No.	1PA0017
P.I.N. No.	03-22-151-10

TEMPORARY CONSTRUCTION EASEMENT
(Governmental Entity)

Village of West Dundee, a governmental entity organized and existing under and by virtue of the laws of the State of Illinois and duly authorized to do business under the Statutes of the State of Illinois, (the "Grantor"), by its Village President and Board of Trustees, for and in consideration of One Thousand One Hundred Dollars ($1,100), receipt of which is hereby acknowledged, hereby represents that Grantor owns the fee simple title to and grants and conveys to the People of the State of Illinois, Department of Transportation, (the "Grantee"), a temporary construction easement for the purpose of highway purposes, on, over, and through the following described real estate:

See attached legal description.

situated in the County of Kane, State of Illinois. The above-described real estate and improvements located thereon are herein referred to as the "premises."

The right, easement and privilege granted herein shall terminate five (5) years from the execution of this document, or on the completion of the proposed project, whichever is the sooner.

Grantor shall have and retain all rights to use and occupy the premises and access to Grantor's remaining property, except as herein expressly granted; provided, however, that Grantor's use and occupation of the premises may not interfere with Grantee's use of the premises in the purposes herein described.

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by the opening, improving and using the premises for highway purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to the Grantor's remaining property.

This grant shall constitute a covenant, which runs with the land, and shall be binding upon the legal representatives, successors and assigns of Grantor.

Dated this_____ day of _____, 2023.

Village of West Dundee

Village of West Dundee
Name of Governmental Entity

Attest:

By: _____ By: _____
Signature Signature

_____ _____
Print Name and Title Print Name and Title

State of)
) ss
County of _____)

This instrument was acknowledged before me on _____, 2023, by _____ and _____ of **Village of West Dundee**.

(SEAL)

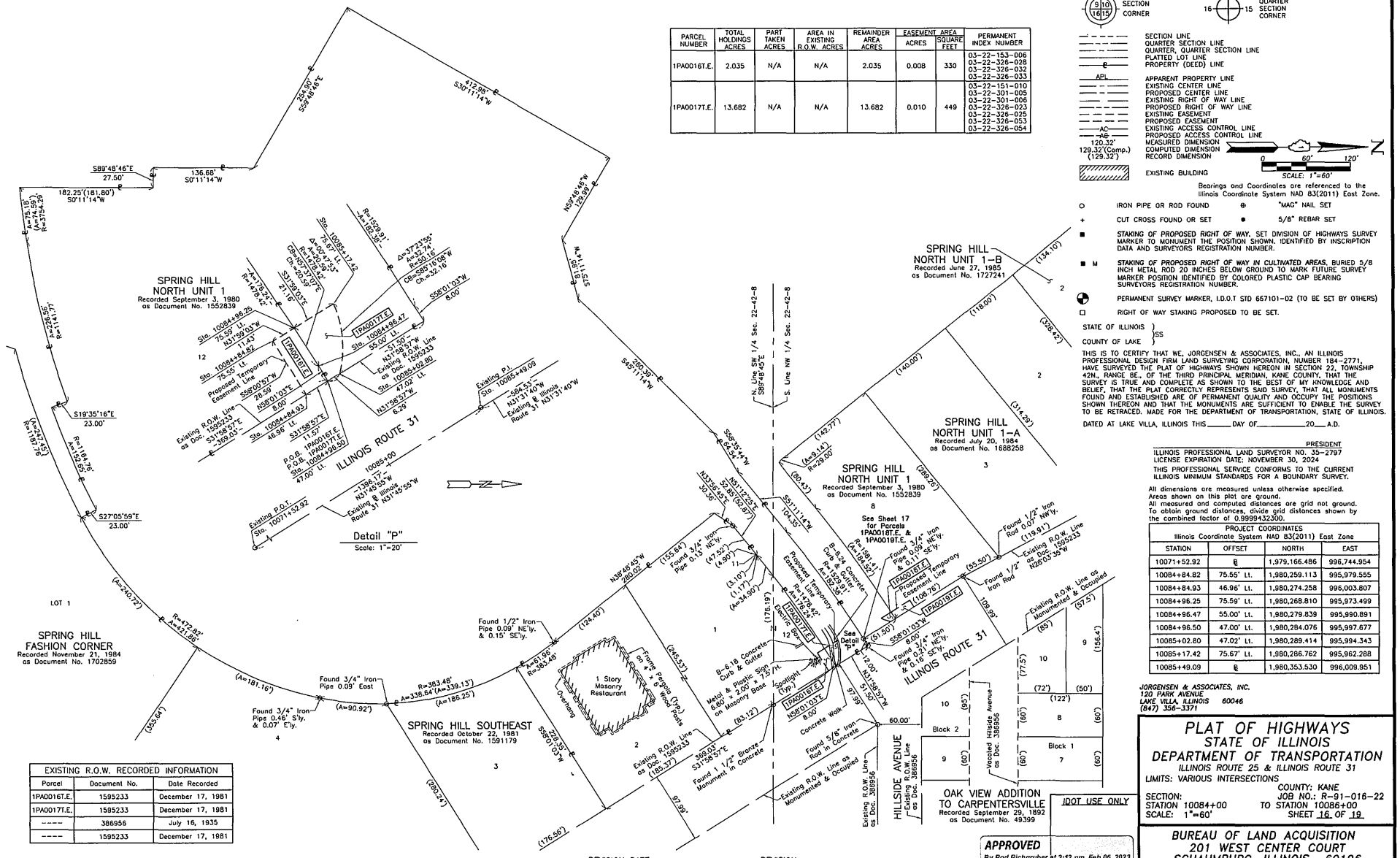
_____
Notary Public

My Commission Expires: _____

This instrument was prepared by and after recording return to:

Illinois Department of Transportation
ATTN: Bureau of Land Acquisition
201 W. Center Court
Schaumburg, IL 60196

PART OF THE WEST 1/2 OF SEC. 22, TWP. 42 N., R. 8 E. OF THE 3RD. P.M., IN KANE COUNTY, ILLINOIS.



PARCEL NUMBER	TOTAL HOLDINGS ACRES	PART TAKEN ACRES	AREA IN EXISTING R.O.W. ACRES	REMAINDER AREA ACRES	EASEMENT AREA ACRES	EASEMENT AREA SQUARE FEET	PERMANENT INDEX NUMBER
1PA0016T.E.	2.035	N/A	N/A	2.035	0.008	330	03-22-153-006 03-22-326-028 03-22-326-032 03-22-326-033
1PA0017T.E.	13.682	N/A	N/A	13.682	0.010	449	03-22-151-010 03-22-301-005 03-22-301-006 03-22-326-023 03-22-326-025 03-22-326-053 03-22-326-054

EXISTING R.O.W. RECORDED INFORMATION		
Parcel	Document No.	Date Recorded
1PA0016T.E.	1595233	December 17, 1981
1PA0017T.E.	1595233	December 17, 1981
-----	386956	July 16, 1935
-----	1595233	December 17, 1981

LEGEND

SECTION CORNER (9 10 16 15)

QUARTER SECTION CORNER (16 — 15)

SECTION LINE
QUARTER SECTION LINE
QUARTER, QUARTER SECTION LINE
PLATTED LOT LINE
PROPERTY (DEED) LINE
APL — APPARENT PROPERTY LINE
EXISTING CENTER LINE
PROPOSED CENTER LINE
EXISTING RIGHT OF WAY LINE
PROPOSED RIGHT OF WAY LINE
EXISTING EASEMENT
PROPOSED EASEMENT
AC — EXISTING ACCESS CONTROL LINE
AB — PROPOSED ACCESS CONTROL LINE
120.32' MEASURED DIMENSION
129.32'(Comp.) COMPUTED DIMENSION
(129.32') RECORD DIMENSION
EXISTING BUILDING

0 60' 120'
SCALE: 1"=60'

Bearings and Coordinates are referenced to the Illinois Coordinate System NAD 83(2011) East Zone.

- IRON PIPE OR ROD FOUND
- ⊕ "MAG" NAIL SET
- \+ CUT CROSS FOUND OR SET
- ● 5/8" REBAR SET
- ■ STAKING OF PROPOSED RIGHT OF WAY. SET DIVISION OF HIGHWAYS SURVEY MARKER TO MONUMENT THE POSITION SHOWN. IDENTIFIED BY INSCRIPTION DATA AND SURVEYORS REGISTRATION NUMBER.
- ■ M STAKING OF PROPOSED RIGHT OF WAY IN CULTIVATED AREAS. BURIED 5/8 INCH METAL ROD 20 INCHES BELOW GROUND TO MARK FUTURE SURVEY MARKER POSITION IDENTIFIED BY COLORED PLASTIC CAP BEARING SURVEYORS REGISTRATION NUMBER.
- ◒ PERMANENT SURVEY MARKER, I.D.O.T STD 667101-02 (TO BE SET BY OTHERS)
- □ RIGHT OF WAY STAKING PROPOSED TO BE SET.

STATE OF ILLINOIS)
SS
COUNTY OF LAKE)

THIS IS TO CERTIFY THAT WE, JORGENSEN & ASSOCIATES, INC., AN ILLINOIS PROFESSIONAL DESIGN FIRM LAND SURVEYING CORPORATION, NUMBER 184-2771, HAVE SURVEYED THE PLAT OF HIGHWAYS SHOWN HEREON IN SECTION 22, TOWNSHIP 42N., RANGE 8E., OF THE THIRD PRINCIPAL MERIDIAN, KANE COUNTY, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE PLAT CORRECTLY REPRESENTS SAID SURVEY, THAT ALL MONUMENTS FOUND AND ESTABLISHED ARE OF PERMANENT QUALITY AND OCCUPY THE POSITIONS SHOWN THEREON AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. MADE FOR THE DEPARTMENT OF TRANSPORTATION, STATE OF ILLINOIS.

DATED AT LAKE VILLA, ILLINOIS THIS _____ DAY OF _____ 20____ A.D.

PRESIDENT
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-2797
LICENSE EXPIRATION DATE: NOVEMBER 30, 2024
THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

All dimensions are measured unless otherwise specified.
Areas shown on this plat are ground.
All measured and computed distances are grid not ground.
To obtain ground distances, divide grid distances shown by the combined factor of 0.9999432300.

PROJECT COORDINATES Illinois Coordinate System NAD 83(2011) East Zone			
STATION	OFFSET	NORTH	EAST
10071+52.92	℄	1,979,166.486	996,744.954
10084+84.82	75.55' Lt.	1,980,259.113	995,979.555
10084+84.93	46.96' Lt.	1,980,274.258	996,003.807
10084+96.25	75.59' Lt.	1,980,268.810	995,973.499
10084+96.47	55.00' Lt.	1,980,279.839	995,990.891
10084+96.50	47.00' Lt.	1,980,284.076	995,997.677
10085+02.80	47.02' Lt.	1,980,289.414	995,994.343
10085+17.42	75.67' Lt.	1,980,286.762	995,962.288
10085+49.09	℄	1,980,353.530	996,009.951

JORGENSEN & ASSOCIATES, INC.
120 PARK AVENUE
LAKE VILLA, ILLINOIS 60046
(847) 356-3371

PLAT OF HIGHWAYS
STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION
ILLINOIS ROUTE 25 & ILLINOIS ROUTE 31

LIMITS: VARIOUS INTERSECTIONS
COUNTY: KANE
SECTION: JOB NO.: R-91-016-22
STATION 10084+00 TO STATION 10086+00
SCALE: 1"=60' SHEET 16 OF 19

IDOT USE ONLY

APPROVED
By Rod Richgruber at 2:12 pm, Feb 06, 2023

BUREAU OF LAND ACQUISITION
201 WEST CENTER COURT
SCHAUMBURG, ILLINOIS 60196

REVISION DATE REVISION

REGULAR BOARD MEETING **November 20, 2023 – 7:30 pm**
Village Hall, 102 S. 2nd Street **Village of West Dundee**

I. CALL TO ORDER:

President Nelson called the Regular Board Meeting to order at 7:30 p.m.

II. ROLL CALL:

Present were Village President Christopher Nelson, Trustees Mark Johnson, Cheryl Alopogianis, Cheryl Anderley, Daniel Wilbrandt, Tom Price, and Andy Yuscka.

Also present were Village Attorney Michael Castaldo, Deputy Police Chief Dan Haines, Finance Director David Danielson, and Director of Economic Development Timothy Scott.

There were four (4) people in the audience.

III. PLEDGE OF ALLEGIANCE:

Trustee Yuscka led the Board and those in attendance in the Pledge of Allegiance.

IV. APPROVAL OF AGENDA:

MOTION: Moved by Trustee Yuscka and seconded by Trustee Alopogianis to approve the agenda as presented. Upon roll call, the motion was approved by acclimation.

AYES: Trustees Yuscka, Johnson, Alopogianis, Anderley, Wilbrandt and Price
NAYS: None
ABSENT: None

V. VILLAGE PRESIDENT'S REPORT: None

VI. REPORTS AND QUESTIONS FROM TRUSTEES AND WORKING GROUPS:

Trustee Anderley reported that the Elgin Area Convention and Visitor Bureau is now using digital advertising to promote area events in addition to print advertising.

Trustee Johnson reported that he also serves on the McNamee Foundation Board and next year's St. Patrick's Day Parade in East Dundee will be held on March 9, 2024. The fireworks display will be sometime in May with the date forthcoming.

Trustee Yuscka reported that he spoke with Gary Christopherson at True Patriot's Care regarding the Wreaths Across America program. They are not getting the participation that they had hoped for. Trustee Yuscka feels that since it's being held at both the East Dundee and West Dundee cemeteries, it would be nice to help the veterans, especially this time of year.

VII. STAFF REPORTS: Manager Cavallaro reported that the leaf collection program has gone well. Public Works will do a final round of leaf collection next week and the program will wrap up by 12/1, if not sooner

VIII. QUESTIONS FROM THE AUDIENCE: None

IX. CONSENT AGENDA:

A. Approval of Minutes: Regular Board Meeting – October 2, 2023 (Amended)
B. Approval of Bill List: 11/20/2023
C. Approval of Minutes: Regular Board Meeting – November 5, 2023
D. Class A, Class E, and Class N Liquor License Requests – Bamboozels, Inc., 101 W. Main Street
E. Video Gaming License Application – Bamboozels, Inc. 101 W. Main Street

MOTION: Moved by Trustee Yuscka and seconded by Trustee Anderley to approve the Consent Agenda. Upon roll call, the motion was approved.

AYES: Trustees Yuscka, Johnson, Alopogianis, Anderley, and Price
NAYS: None
ABSTAIN: Trustee Wilbrandt

X. UNFINISHED BUSINESS

A. Recommendation to Award Public Works Fence Replacement

Trustee Yuscka explained that on August 7, 2023, this item was tabled because the Board wished to eliminate the chain link fence and use all cedar material rather than pressure-treated wood. Staff created a new set of specifications requesting all cedar construction and full replacement of the fence. The new set of proposals ranged from $143,000 provided by Tiles in Style of South Holland, and $64,970 provided by Fence Connections of Elgin, IL. The 2023/24 Budget for Capital Projects Fund includes an amount of $50,000 for this project. The low bid of $64,970 exceeds the approved budget for this project, but represents a significantly expanded scope of work and an overall upgrade of materials, as requested by the Board.

Trustee Alopogianis asked if any chain link material would remain to which Director Babcock replied no, everything would be cedar and the gate would be metal.

MOTION: Moved by Trustee Yuscka and seconded by Trustee Johnson to reject all bids from the original project solicitation, opened at 10:00 AM on August 1, 2023, and award a contract to Fence Connection of Elgin, IL for replacement of the Public Works fence at $64,970.

AYES: Trustees Yuscka, Johnson, Alopogianis, Anderley, Wilbrandt and Price
NAYS: None
ABSENT: None

B. Recommendation to Award Roof Replacements

Trustee Yuscka explained that the Board authorized staff to solicit proposals for the replacement of the roofs at both the Third Street Lift Station and Prairie Meadow Park Bathrooms.

Two quotes were received for the Third Street Lift Station roof, with the low quote of $10,986.52 provided by Singles Roofing of Elgin, Il. The high quote was $19,650.

Four quotes were received for the replacement of the Prairie Meadow Park bathroom roof, with the low quote of $6,264 being provided by Singles Roofing of Elgin, IL. The highest quote was $16,473.

Director Babcock said that the Village has used Singles Roofing in the past and they are very familiar with the Village.

MOTION: Moved by Trustee Yuscka and seconded by Trustee Alopogianis to authorize staff to complete replacement of the roofs at the Third Street Lift Station and Prairie Meadow Park bathrooms at a total cost of $17,250.52.

AYES: Trustees Yuscka, Johnson, Alopogianis, Anderley, Wilbrandt and Price
NAYS: None

C. Capital Purchase Request – Flock Safety ALPF Camera Purchase

Trustee Wilbrandt said that this request for 5 Flock Cameras has been on the agenda in the past and is on the agenda again tonight. He said that he had many questions and also spoke to the McHenry County Sheriff's office. He said the bottom line for him is that he believes that the West Dundee Police Department would use the cameras effectively in most areas and his questions were answered adequately. Trustee Price said that he had questions regarding privacy and access to the data and his questions were answered. Trustee Johnson said his questions regarding data gathering were answered and he feels comfortable with the response he received.

MOTION: Moved by Trustee Wilbrandt and seconded by Trustee Yuscka to authorize the Police Department to purchase five (5) ALPR Cameras from the Flock Group, Inc. at a total cost of $32,250, pursuant to a two-year contract.

AYES: Trustees Wilbrandt, Price, Yuscka, Johnson, Alopogianis and Anderley
NAYS: None

XI. NEW BUSINESS

A. FY 2022-23 Annual Comprehensive Finance Report

David Danielson, Finance Director, introduced Mr. Edward Tracy from the accounting firm of Selden Fox to present the Village's 2022/23 Annual Comprehensive Financial Report (ACFR) to the Village Board. He discussed the scope and procedures of the audit, including testing and internal controls. He discussed the structure of, and significant figures in the ACFR (Annual Comprehensive Financial Report).

The Village's Fund balances are solid as compared to other municipalities, the Pensions are well funded, and the revenues and expenses are close to budget. These are all good economic indicators. Trustee Johnson indicated that he had previously met with Edward Tracy and Director Danielson to discuss the General Fund and pensions, and he understands how the sale of the property at 200 Washington Street is reflected in the ACFR. Director Danielson said the audit revealed no surprises and showed that the Village had a strong year and gave recognition to the operating Departments for adhering to their budgeted amounts.

MOTION: Moved by Trustee Johnson and seconded by Trustee Anderley to approve the Village of West Dundee's Annual Comprehensive Financial Report for the fiscal year ending April 30, 2023, as presented.

AYES: Trustees Johnson, Alopogianis, Anderley, Wilbrandt, Price and Yuscka
NAYS: None
ABSENT: None

B. Second Quarter Financial Report – Period Ending October 31, 2023

Director Danielson said the financials show that the Village is on target as compared to the budget. Sales tax revenue is up by $70,000. Police and Fire overtime are up by $75,000 due to worker compensation claims and illnesses. At the fiscal year-end, we anticipate the bottom-line expenses for each department should equal the budget and the overall budget should be $80,000 to the positive.

Notable revenue variances are food and beverage, which is strong, and ambulance revenue, which has decreased. Ambulance calls are down for the year and the new ambulance placed in service last July or August is waiting for licensing. Once licensed, Medicare will release funds. Water and sewer revenue has increased. Meter replacements and treatment expenditures are significant but within budget.

Approximately 10 budget amendments will be presented at a future meeting for the Board's approval. These amendments are not necessary, but Finance wants to keep the Board informed and for transparency purposes.

Trustee Johnson asked if the American Rescue Funds had been spent. Director Danielson stated that the $1,104,054 had been allocated to Streets and Infrastructure (Fund 4) but has not yet been fully spent. Trustee Johnson noted that personnel costs had increased and asked what contributed to those figures. Director Danielson said that planning for Fire and Police overtime is difficult and that a personnel schedule for FY25 would help to understand the details.

Director Danielson said that no action is required for this report, it is provided for transparency purposes.

C. 2023 Levy Discussion

The upcoming 2023 tax levy was on the agenda. State Statute requires this Ordinance to be filed with the Kane County Clerk on or before the last Tuesday in December.

Manager Cavallaro explained that two options are being presented for the Board to choose from.

With Option One, the total levy amount would be increased by $239,364 and the Village's tax rate is estimated to decrease from $1.92 to approximately $1.85 per $100 EAV. Assuming there are no adjustments made to a property's assessment, the amount of taxes paid to the Village on a property with a market value of $250,000 would be reduced from $1,600.00 to $1,542.00. This would be a decrease of $58.00 or 3.6%.

Option Two attempts to maintain the Village's tax rate at the current amount of $1.92 per $100 EAV. This option would fund the actuarial recommended amounts for both the Police and Fire Pension Funds and provide an additional funding amount of $227,196. With Option Two the total levy amount would be increased by an additional $227,196 representing a total increase of $466,560 from last year's amount of $5,913,600. Under this scenario, it is estimated that the Village's tax rate would remain at $1.92 per $100 EAV. Assuming that there are no adjustments made to a property's assessment, the amount of taxes paid to the Village on a property with a market value of $250,000 would remain at $1,600.00.

Trustee Yuscka believes Option Two maintains the Village's comfort level regarding the budget, picks up an additional $227,000, and maintains the same rate.

Trustee Anderley is in favor of Option One and feels that because of the purchase of the mall, giving residents back even if $58 shows the Board is respectful of the financial concerns of the residents.

Trustee Johnson is in favor of lowering the tax levy rate and giving residents a break if even a little and feels $1.90 is a good number.

Trustee Wilbrandt reiterated what he has said over the last 10 years, when property values go up and they raise the levy, it becomes self-defeating. He feels it's good to make decisions that benefit the residents.

Trustee Alopogianis feels comfortable with either option.

Manager Cavallaro said that $6.25 M is a good number and falls between Option the two options. Based on this levy amount of $6.25M, $1.88 would be the anticipated rate.

President Nelson agreed with Trustee Anderley about giving residents a break. The Village has asked a lot of its residents regarding the purchase of the mall and feels it is nice to provide a break, even if it is just a little, and believes that Option One seems reasonable.

Trustee Price feels Option One provides for a flat budget and hates to get too comfortable, but the economy is good, he feels $1.90 is a good rate.

Director Danielson explained that the Village levy is based on a dollar amount as a rate, so he needs the dollar amount.

MOTION: Moved by Trustee Johnson and seconded by Trustee Anderley to draft a Tax Levy in the amount of $6.25 Million

AYES: Trustees Johnson, Alopogianis, Anderley, Price and Yuscka
NAYS: Trustee Wilbrandt
ABSENT: None

D. Downtown Holiday Plantings and Decorations

Trustee Alopogianis said that the Village received a rough mock-up for the downtown holiday plantings and decorations. She feels that the quote is high and had questions about the materials including where the material that gets reused from year to year would be stored. Manger Cavallaro said that currently decorations are stored in the basement at Village Hall. Trustee Alopogianis expressed concerns over the planter box decorations getting ruined when it snows and the plows throw snow and slush onto them.

Trustee Anderley said that she does not want to see the same planter box design year after year and does not believe that anyone does. She is against the no-bid contract.

Trustee Johnson feels the quote is high and comes to $1,500 per container, which he feels is a lot.

Trustee Wilbrandt asked if the quote was so high because of the quick turnaround to which Manager Cavallaro replied that it is not due to timing.

Trustee Yuscka also expressed the same concerns about the plows ruining the planters.

Trustee Price feels the quote is high expressed the same concerns over damage to the planters with snow and slush from the plows and feels that if we do the planters, it should be with a more durable material.

President Nelson suggested we table this item. In the Spring/Summer, the Village will put out a request for proposals and get several quotes for planters and landscaping.

MOTION: Moved by Trustee Alopogianis and seconded by Trustee Johnson to table Item D – Downtown Holiday Plantings and Decorations.

AYES: Trustees Alopogianis, Anderley, Wilbrandt, Price, Yuscka and Johnson
NAYS: None
ABSENT: None

E. Building Services Proposal for Sears and Macy's

Trustee Price said that there are proposals from Winger Building Services for both the Sears and Macy's properties which the Village recently acquired. The proposals are for Winger to maintain the HVAC system, the hot water and water systems, as well as maintenance of the vacant building and a general walk-through of the building.

Trustee Price said the $2,000 per building seems reasonable based on its size and pointed out that snow removal is not part of this contract as of now.

MOTION: Moved by Trustee Price and seconded by Trustee Yuscka to enter into a cost-plus agreement with Winger Building Services for HVAC and building services maintenance for the former Sears and Macy's properties in the Village of West Dundee.

AYES: Trustees Price, Yuscka, Johnson, Alopogianis, Anderley and Wilbrandt
NAYS: None
ABSENT: None

F. Authorization to Solicit a Proposal Services Agreement and Underwriter Request for Proposals for a Potential $20 Million Bond Issue

Trustee Price explained that the Village staff has been working with Speer Financial and Saul Ewing regarding both short-term financing at First American Bank and a potential bond issue to fund the Village's property acquisition of Spring Hill Mall, along with funding for the demolition of the property. Speer Financial acts as an independent municipal advisor regarding the bond issuance and Saul Ewing will act as a legal and bond counsel throughout the entire process for the Village regarding the issuance of the bonds and to opine that interest on the bonds, or a portion thereof, will be exempt from federal income taxes.

Speer Financial recommends that the Village pursue a public offering through a negotiated sale with an underwriter selected by the Village to receive better execution and response to its issuance under this method of sale. Speer recommends engaging an underwriter through a competitive request for proposal process. Speer Financial will review the submitted proposals and provide a summary of each proposal, as well as the scoring for the Village's review. A recommendation will then be made to the Village Board at the December 18th Village Board Meeting. It is anticipated that there will be an early call provision incorporated in the issue depending on the future redevelopment of the mall property.

Trustee Johnson questioned whether the anticipated bond sale would be a negotiated sale or competitively bid. Manager Cavallaro stated that due to the complexity of the project and the possibility of an early

repayment, the issuance will most likely be a negotiated sale, however, we will be receiving future guidance from our financial advisor (Speer Financial) regarding this matter.

MOTION: Moved by Trustee Price and seconded by Trustee Yuscka to authorize and engage the services of Speer Financial and Saul Ewing for the respective professional purposes, and for soliciting proposals for underwriting services for a $20 million bond issue related to the Spring Hill Mall property acquisition.

AYES: Trustees Price, Yuscka, Johnson, Alopogianis, Anderley, and Wilbrandt
NAYS: None

XIII: MISCELLANEOUS / FUTURE AGENDA ITEMS: None

XIV: ADJOURNMENT:

MOTION: Moved by Trustee Anderley and seconded by Trustee Price to adjourn the Regular Board Meeting. The motion was approved by acclamation.

The Regular Board Meeting adjourned at 8:27 p.m.

ATTEST:

_____	_____
Mary Jo Pape	Christopher Nelson
Village Clerk	Village President

Village of West Dundee

TO: President Nelson and Village Board of Trustees (VBT)

FROM Timothy J. Scott, AICP, CNU-A
Director of Economic Development, Planning, Zoning & Urban Design

DATE: December 18, 2023

SUBJECT: 200 Washington St. – Zoning Variation for Parking Aisle Width [Planning and Zoning Commission (PZC) Petition 23-08]

INTRODUCTION

At its November 27th meeting, the PZC conducted a public hearing to consider the petition of Mr. Cliff Surges, which seeks up to 4.31' feet of relief from the minimum required width of a one-way parking aisle with 45-degree diagonal parking spaces [10-9-1-4(B)] to maximize on-site parking to serve this rehabilitated mixed-use structure.

BACKGROUND

Reference information on the request and the constraints of the subject property that result from a preexisting building on a preexisting lot coupled with the objective/directive of maximizing on-site parking can be seen in the attached staff report to the PZC. In addition, staff's review of the proposal relative to the Village's variation standards may be found in the report.

Findings of Fact

At the PZC's public hearing, the petitioner was present. A citizen from the neighborhood (Ms. Trish Glees of 218 N. 3rd St.) expressed concern over potential changes to the area's parking supply. Staff clarified that the request was unrelated to the Village's public parking supply but rather specific to the private, off-street parking lot of the development site.

While indicating support for a variation that would enable a narrower parking aisle given the desire to maximize on-site parking for the development, members of the PZC did note that the first (southernmost) diagonal parking space could potentially create a conflict with one-way (northbound) traffic through this private, off-street parking lot. While not formally conditioning its recommendation to approve the variation, the PZC suggested to the petitioner that this southernmost diagonal space be considered for compact car parking only. It was noted that this is not uncommon (in lots or garages) with signage supplied to indicate "compact car" policy.

At the conclusion of their deliberations, the PZC recommended approval of the variation and made the following Findings of Fact for the request:

1. Traditional downtowns, such as West Dundee's, have buildings oriented to their streets that feature continuous block-faces with varied storefronts rather than surface parking lots.

2. Traditional downtowns, such as West Dundee's, have buildings that rely on a collective approach to parking by providing a public supply of both on- and off-street spaces.

3. The building and lot characteristics at 200 Washington are preexisting.

4. Although atypical for a downtown property, some on-site parking has historically been provided at 200 Washington.
5. To optimize the subject property and provide the maximum number of on-site parking spaces, a reasonable configuration includes a narrower parking aisle width with predominantly diagonal parking spaces.

6. With a desire to provide on-site parking, eight diagonal spaces correspond with eight apartment units (three long-term and five short-term).

7. The ninth parking space is a parallel one that provides accessibility and additional functionality (potentially loading) and has a code-compliant 12'-wide parking aisle width.

8. With some open areas at the ends of the diagonal parking space bank, potentially half of the eight parking spaces are more affected by the narrower parking aisle width.

9. The building owner accepts the deficiency in parking aisle width; if car-to-building conflicts were to arise, protective measures such as bollards could be considered.

10. In-car technology, such as back-up cameras, have improved drivers' abilities to maneuver in tighter conditions.

11. A one-way parking aisle with 45-degree diagonal parking spaces requires a minimum width of 18'.

12. With a parking aisle width of 13.69' at its narrowest, the maximum amount of relief needed from the Village requirement of 18' is 4.31'.

At the close of the public hearing, a motion was made recommending to the Village President and Board of Trustees approval of the zoning variation. The PZC voted unanimously (6-0) in favor.

RECOMMENDATION

If members of the Village Board concur with the PZC's findings and their unanimous recommendation for approval of the requested variation to a allow a narrower parking aisle than required by the applicable zoning regulation, the following motion would be appropriate.

MOTION: Move to Approve an Ordinance Granting a Variation from West Dundee Zoning Regulations Pertaining to Required Minimum Width of a One-way Parking Aisle with 45-Degree Diagonal Parking Spaces, subject to the following conditions:

1. Compliance with documents including site plan as submitted with the Planning and Zoning Application; and,

2. Compliance with all other applicable Village codes and ordinances.

If you have any questions or comments, please contact me by phone at (847) 551-3806 or via e-mail at tscott@wdundee.org. Thank you.

Attachments (2):
- Ordinance 2023-____
- PZC Packet for Petition 23-08 from November 27, 2023

cc: Joseph A. Cavallaro – Village Manager
Kathleen Field Orr – Village Attorney
Kim Tibbetts – Village Planner

ORDINANCE 2023-__

AN ORDINANCE GRANTING A VARIATION FROM THE REQUIRED MINIMUM WIDTH OF A ONE-WAY PARKING AISLE WITH 45-DEGREE DIAGONAL PARKING SPACES LOCATED AT 200 WASHINGTON STREET, WEST DUNDEE, ILLINOIS

WHEREAS, The Village of West Dundee, Kane County, Illinois (the *"Village"*) is a duly organized and validly existing home-rule municipality pursuant Article VII, Section 6(a) of the Constitution of the State of Illinois; and,

WHEREAS, The Village of West Dundee received a petition from Lincoln Cornerstone, LLC, owner of the property commonly known as 200 Washington Street, West Dundee (the "*Subject Property*") for a variation from the West Dundee Zoning Ordinance to allow a one-way parking aisle narrower than required for one with 45-degree diagonal parking spaces; and,

WHEREAS, the Subject Property is legally described as:

ALL OF LOTS 1, 2, AND 3 AND FRACTIONAL LOTS 8 AND 9; ALSO THE EAST 20 FEET OF LOT 4 AND THE EAST 20 FEET OF FRACTIONAL LOT 7, ALL IN BLOCK 15 OF THE ORIGINAL TOWN OF DUNDEE, EXCEPT THAT PORTION THEREOF BORDERING ON FOX RIVER TAKEN AS A HIGHWAY, AS THE SAME APPEARS OF RECORD IN THE RECORDER'S OFFICE OF KANE COUNTY, ILLINOIS, SITUATED IN THE VILLAGE OF WEST DUNDEE, KANE COUNTY, ILLINOIS; ALSO A STRIP OF LAND SITUATED ON LOT 4 AND FRACTIONAL LOT 7 OF BLOCK 15 OF THE ORIGINAL PLAT OF DUNDEE ON THE WEST SIDE OF FOX RIVER, DESCRIBED AS FOLLOWS: COMMENCING ON THE SOUTH LINE OF LOT 4 AT A POINT 20 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT; THENCE WEST 2 FEET; THENCE NORTH PARALLEL WITH THE EAST AND WEST LINE OF SAID LOT, 168.17 FEET, MORE OR LESS, TO THE SOUTHERLY LINE OF RIVER ROAD; THENCE SOUTHEASTERLY ON THE SOUTHERLY LINE OF SAID RIVER ROAD TO A POINT DIRECTLY NORTH OF THE PLACE OF BEGINNING; THENCE SOUTH PARALLEL WITH THE EAST AND WEST LINES OF SAID LOT 4, TO THE PLACE OF BEGINNING, IN THE VILLAGE OF WEST DUNDEE, KANE COUNTY, ILLINOIS (property commonly known as 200 Washington Street, West Dundee).

WHEREAS, a Public Hearing was held by the West Dundee Planning and Zoning Commission on November 27, 2023 after due notice in the manner provided by law; and

WHEREAS, the West Dundee Planning and Zoning Commission, after deliberation, has made a report and recommended the granting of said zoning variation from the West Dundee Zoning Ordinance; and

WHEREAS, the Village Board has considered the findings of fact based upon the evidence presented at the public hearing and the recommendation of the West Dundee Planning and Zoning Commission.

NOW THEREFORE BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES, VILLAGE OF WEST DUNDEE, KANE COUNTY, ILLINOIS, as follows:

Section 1: That a variation granting up to 4.31' of relief from the parking aisle width regulation required by Section 10-9-1-4, Zoning Regulations – Off Street Parking and Loading – Parking Space/Aisle Dimensions, at the Subject Property - is hereby granted to allow a less than 18'-wide one-way parking aisle with 45-degree diagonal parking spaces.

Section 2: That all requirements set forth in the Zoning Ordinance of the Village of West Dundee,

as would be required by any owner of property zoned in the same manner as the Subject Property shall be complied with, except as otherwise provided in this Ordinance.

Section 3: The findings and recommendations of the West Dundee Planning and Zoning Commission on the question of granting a zoning variation for front/corner side yard/setback at the Subject Property are hereby accepted and the variation is granted subject to the following conditions for approval:

1. Compliance with documents as submitted with the Planning and Zoning Application; and,

2. Compliance with all other applicable Village codes and ordinances.

Section 4: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

Section 5: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 6: That this Ordinance shall be in full force and effect upon its passage, approval, and publication in pamphlet form which publication is hereby authorized as provided by law.

PASSED by the Board of Trustees of the Village of West Dundee, Kane County, Illinois and approved by the President of said Village this 18th day of December, 2023.

AYES: ____
NAYS: ____
ABSENT: ____

ATTEST:

_____ _____

Mary Jo Pape
Village Clerk

Christopher Nelson
Village President

Passed: ____
Approved: ____
Published: ____

Prepared by:
Village of West Dundee
Economic Development Department
100 Carrington Drive
West Dundee, IL 60118

Village of
West Dundee

TO: Chairman Martin and Members of the Planning and Zoning Commission (PZC)

FROM: Timothy J. Scott, AICP, CNU-A
Director of Economic Development, Planning, Zoning & Urban Design

DATE: November 20, 2023

SUBJECT: PZC Petition 2023-08: Variation for Parking Aisle Width at 200 Washington Street

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INTRODUCTION

Building rehabilitation and site improvements at 200 Washington Street are moving toward completion. With preexisting conditions and the objective of optimizing the site to support the building's mix of uses, relief from the Village standard regulating required width of a one-way parking with 45-degree diagonal parking spaces is needed.

BACKGROUND / DEVELOPMENT PLAN OVERVIEW

Buildings and their Street Orientation Shape Downtown's Character: Downtown West Dundee is largely characterized by its Main Street, which has its building oriented to the street, meaning that they are built up to their front property lines and then supported by a sidewalk before meeting the traffic lanes. A collection of buildings holding streets provides a pedestrian orientation and conveys the traditional Main Street experience. Parking is largely handled collectively via a public supply, which includes both on- and off-street spaces.

Parking Lot Orientation of Car-centric Highway Corridors: This stands in marked contrast to that of modern, conventional suburban development, which often sees buildings significantly set back from their front property lines. The gap between the street and the building face is filled with an ample parking lot. While it can seem convenient to have dedicated parking in front of a building, the physical result is that the surface lot is visually featured rather than the building. Although both are commercial corridors, driving along a highway such as Route 31 feels different than driving along Main Street.

No Individual Private Parking Lots Required Downtown: With the character of a traditional downtown in mind, individual buildings do not have to provide their own parking lots. One could imagine the negative effect that such a requirement could have on a traditional Main Street where street-/pedestrian-oriented buildings are replaced by parking lots creating gaps or deep jogs in what would otherwise be a consistent block-face of similarly-massed buildings with varied storefront designs.

Subject Property's B-1 Zoning and Parking: As its Main Street counterparts are, the subject property at 200 Washington Street is zoned B-1 Downtown Business District. The building is immediately adjacent to on-street parking spaces, the supply of which was recently increased via expansion and reconfiguration of Washington Street, and the site is within proximity to the Village's north parking lot.

Some On-site Parking at 200 Washington: Although it has access to downtown's collective parking supply as with other buildings in the B-1, 200 Washington Street is a bit different in that the subject property's modern history has seen some provision of parking on its somewhat triangularly-shaped site, to both the building's east and west sides. The former has become a Village park, with the loss of spaces more than made up on street with its expansion, while the latter is intended to remain.

Proposed Confiuration: To modernize and optimize the site's west side, being built will be: (1) a masonry trash enclosure at the southern end of the lot; (2) a parallel space that would provide accessibility and could also serve as a loading area; and, (3) a bank of eight 45-degree diagonal spaces. To facilitate these elements, a one-way parking aisle will flow from Washington (south) to Lincoln (north) in between the building's face (west elevation) and the east edge of the parking spaces.

However, the standard for minimum width is 18', and the proposed varies from approximately 13.69' at its narrowest (southernmost diagonal space) to 14.37' to 14.57' mid-way (fourth space) to 16.00' feet between spaces five and eight (where there is yard not building behind them). The first space, the parallel one, sees a code-compliant parking aisle width of 12'.

Pertinent Municipal Code Section: Title 10 – Zoning Regulations, Chapter 9 – Off Street Parking and Loading, Section 1-4(B) – Parking Space/Aisle Dimensions/Parking Aisle Width shows that a one-way parking aisle with 45-degree diagonal spaces requires a minimum of 18' in width.

Relief Necessary: With the narrowest point 13.69' and the standard 18', the proposal will require a variation granting relief of up to 4.31' from this regulation. This would enable a diagonal configuration that would maximize provision of parking on site. As noted above, spaces 2-5 (south to north) or half of this bank of eight will be affected since the building's west elevation is behind it. Even though the parking aisle is at its narrowest, the first space may afford some additional maneuverability with open/courtyard space behind it.

It is important to note two things regarding the minimum parking aisle width standard and functionality of the proposed configuration: (1) the building owner acknowledges the tight condition and (2) in-car technology has evolved with back-up cameras now standard. For the former, in the event any issues of conflicts of cars with the building arise, protective bollards could be considered. For the latter, the technology continues to evolve with more sensors and enhanced driver assistance perhaps becoming ubiquitous.

Rationale for Variation: The preexisting building, lot shape, and placement downtown present both undue hardship and practical difficulties in meeting the required minimum parking aisle width. Providing eight diagonal parking spaces [equates to one (1) space per each of the three (3) long-term apartments and the five (5) short-term units], with the parallel space providing accessibility and having a code-compliant parking aisle width. All (workers, clients, and visitors) will have access to the Village's collective parking supply as with the rest of the B-1 Downtown Business District. To be fully compliant with the parking aisle width regulation, the diagonal parking spaces would have to be converted to parallel and the on-site supply would be cut to less than half (four rather than nine total spaces).

Variation Standards

A. *That the property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in that zoning district.*

   While the subject property could yield a reasonable return by providing no or fewer on-site parking spaces, the off-site public supply would be burdened slightly more.

B. *That the plight of the owner was not created by the owner and is due to unique circumstances.*

   The plight of the owner was not created by the owner as the building and site are preexisting, thereby creating practical difficulties in fully achieving compliance.

C. *The particular physical surroundings, shape or topographical conditions of the specific property involved would bring a particular hardship upon the owner as distinguished from a mere inconvenience if the regulations were strictly enforced.*

The need to refurbish the water tower and afford uninterrupted wireless service in accordance with lease agreements poses practical difficulties.

D. *The conditions upon which the petition for variation is based would not be applicable generally to other property within the same zoning classification.*

The conditions upon which the petition for variation is based would not be applicable to other property in the B-1 Downtown Business District as such property relies on the collective public parking supply.

E. *The alleged difficulty or hardship has not been created by any person presently having an interest in the property or any person through whom the applicant claims title.*

The practical difficulties and hardship were not created by the owner as the building and lot are preexisting.

F. *The granting of the variation will not be substantially detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located.*

The granting of the requested variations would not be detrimental to the public welfare or injurious to the neighboring property or improvements. The subject property has historically had parking on site, and the proposal would continue this past practice.

G. *The proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the danger of fire, or otherwise endanger the public safety, or substantially diminish or impair property values within the neighborhood.*

Given that it is at grade, the proposed variation for parking aisle width would not impair light and air to adjacent property or otherwise endanger the public safety or impair value in the neighborhood given the significant investment being made in building and site.

Findings of Fact

Recommended is approval of a zoning variation for structure height based on the following findings of fact:

1. Traditional downtowns, such as West Dundee's, have buildings oriented to their streets that feature continuous block-faces with varied storefronts rather than surface parking lots.

2. Traditional downtowns, such as West Dundee's, have buildings that rely on a collective approach to parking by providing a public supply of both on- and off-street spaces.

3. The building and lot characteristics at 200 Washington are preexisting.

4. Although atypical for a downtown property, some on-site parking has historically been provided at 200 Washington.

5. To optimize the subject property and provide the maximum number of on-site parking spaces, a reasonable configuration includes a narrower parking aisle width with predominantly diagonal parking spaces.

6. With a desire to provide on-site parking, eight diagonal spaces correspond with eight apartment units (three long-term and five short-term).

7. The ninth parking space is a parallel one that provides accessibility and additional functionality (potentially loading) and has a code-compliant 12'-wide parking aisle width.

8. With some open areas at the ends of the diagonal parking space bank, potentially half of the eight parking spaces are more affected by the narrower parking aisle width.

9. The building owner accepts the deficiency in parking aisle width; if car-to-building conflicts were to arise, protective measures such as bollards could be considered.

10. In-car technology, such as back-up cameras, have improved drivers' abilities to maneuver in tighter conditions.

11. A one-way parking aisle with 45-degree diagonal parking spaces requires a minimum width of 18'.

12. With a parking aisle width of 13.69' at its narrowest, the maximum amount of relief needed from the Village requirement of 18' is 4.31'.

RECOMMENDATION

The improved subject property has a preexisting building and lot. Although it is atypical for a building in the B-1 Downtown Building District to provide its own parking supply (as traditional downtowns have buildings oriented to their streets rather than feature surface parking lots), at least in modern times the subject property has provided some. Given the number of habitable units (five short- and three long-term apartments), and to provide accessibility/improve functionality, the site has been designed with eight diagonal spaces and one parallel space, respectively.

Business owners, workers, clients, and guests all have access to the Village's parking supply, which is provided via on- and off-street spaces as is essentially the case of the remainder of the B-1 District. As you will recall, the immediately-adjacent on-street supply was increased with the expansion of Washington Street. In addition to being net ahead on parking, the Village was able to create a public park at the corner of Washington and Lincoln for the benefit of residents and visitors alike and to provide a more formal entry and celebrate one's arrival into the historic downtown core.

To achieve the eight diagonal spaces (of the nine total spaces to be provided), a parking aisle narrower than the Village's standard is required. Although there is no substitute for built/field conditions, it would seem only half of the diagonal spaces may be affected in practical terms. It is hoped that in-car technology (back-up cameras) will help lessen the potential effect. The building owner is willing to accept this deficiency in parking aisle width; he wishes to protect his investment and would seem willing to address potential conflicts of cars with the west elevation should they arise (but it is important to note that this would remain a private matter given that it is a privately-owned off-street lot).

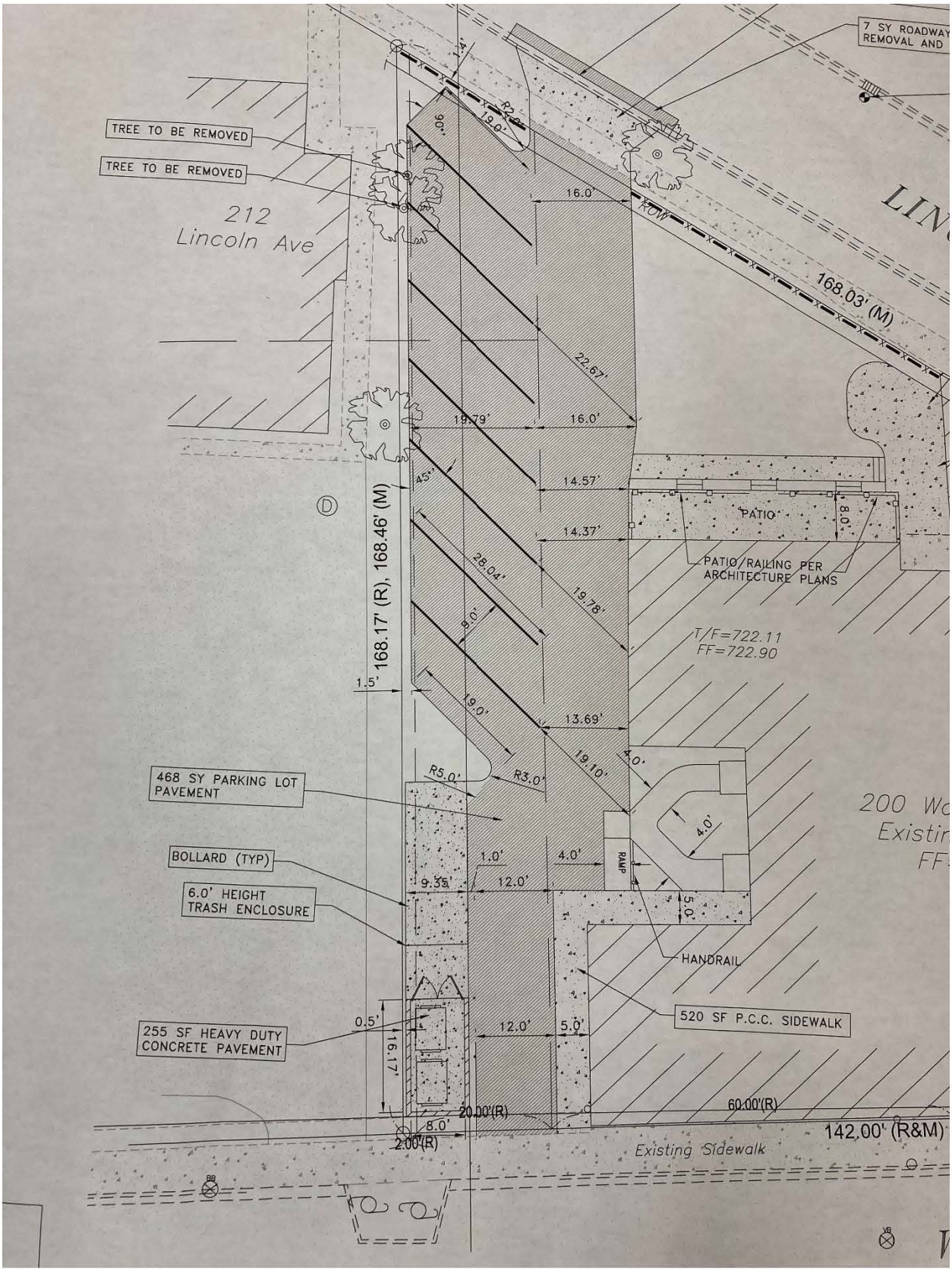
If members of the Planning and Zoning Commission were to concur with staff's recommendation to recommend a variation regarding minimum required width for a one-way parking aisle with 45-degree

diagonal spaces, to the Village President and Board of Trustees, the following motion would be appropriate.

MOTION: Move to Recommend to the President and Village Board of Trustees Approval of a Variation Regarding Required Minimum Width of a One-way Parking Aisle with 45-Degree Diagonal Parking Spaces

Attachments:
- Parking Layout Schematic
- Planning and Zoning Commission Application

cc: Kim Tibbetts – Village Planner


7 SY ROADWAY REMOVAL AND
TREE TO BE REMOVED
TREE TO BE REMOVED
212
Lincoln Ave
9.0'
R2.0'
19.0'
16.0'
ROW
168.03' (M)
22.67'
19.79'
16.0'
45°
14.57'
PATIO
8.0'
14.37'
PATIO/RAILING PER ARCHITECTURE PLANS
28.04'
19.78'
8.0'
T/F=722.11
FF=722.90
1.5'
168.17' (R), 168.46' (M)
19.0'
13.69'
19.10'
4.0'
R5.0'
R3.0'
468 SY PARKING LOT PAVEMENT
4.0'
BOLLARD (TYP)
1.0'
4.0'
RAMP
9.35'
12.0'
6.0' HEIGHT TRASH ENCLOSURE
5.0'
HANDRAIL
520 SF P.C.C. SIDEWALK
0.5'
12.0'
5.0'
255 SF HEAVY DUTY CONCRETE PAVEMENT
16.17'
20.00'(R)
60.00'(R)
8.0'
2.00'(R)
142.00' (R&M)
Existing Sidewalk

Village of West Dundee

Planning and Zoning Development Application

Date NOVEMBER 2023

Subject Property Address 200 WASHINGTON ST.

Applicant Name LINCOLN CORNERSTONE LLC - CLIFF SURGES Address

Phone (224) 236-3200 CFC Fax Email csurges@cliffsurges.com

Owner Name SAME AS ABOVE Address

Phone Fax Email

Requested Action:

X Variation – Specify section of Code 10-9-1-4 PARKING SPACE/AISLE DIMENSIONS

☐ Rezoning – Current zoning of property _____ Proposed zoning _____

☐ Special Use – Specify proposed use _____

☐ Preliminary Plat of Subdivision ☐ Final Plat of Subdivision

☐ Annexation with Annexation Agreement ☐ Annexation without Annexation Agreement

☐ Master Concept Plan Review

Checklist of items to be submitted with application (see attached information sheet):

1. Legal description of property
2. Property owner's signature or letter authorizing filing of application
3. Survey of property showing improvements
4. Applicant's statement
5. Building plans including elevations
6. Proposed building materials
7. Copies of plats and plans – 15 copies reduced to 11 x 17 size
8. Other documents as requested by staff

Applicant's Signature _____

Owner's Signature _____

Fee Schedule

		Total Fee
Variation	$250.00	$250.00
	$300.00 (two or more requested variations)	
Special Use	$250.00	
	$350.00 (two or more requested special uses)	
Rezoning	$150.00	
Planned Development	$200.00	
Preliminary Plan	$20.00 per acre (Total not less than $250.00)	
Final Plat	$50.00	
Annexation	$2,400.00	

For office use only:			
Date Filed	11/6/23	Fees paid	11/27/23
Hearing date	11/27/23	Publication date	11/11/23
Notices mailed	11/10/23	Routed to staff	11/6/23
Staff Meeting		Report prepared	11/21/23

Village of
West Dundee

TO: President Nelson and Village Board of Trustees (VBT)

FROM: Timothy J. Scott, AICP, CNU-A
Director of Economic Development, Planning, Zoning & Urban Design

DATE: December 18, 2023

SUBJECT: 2nd Amendment to the Redevelopment Agreement by and between the Village of West Dundee and Lincoln Cornerstone, LLC for 200 Washington Street

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INTRODUCTION

Staff received a request from Mr. Jeffrey A. Meyer, Attorney for Mr. Cliff Surges of Lincoln Cornerstone, LLC, developer of 200 Washington Street, seeking an extension to complete construction and receive occupancy.

BACKGROUND

Context / Prior Approvals

For context, on June 6, 2020, the VBT approved a resolution authorizing a revised Redevelopment Agreement and concept plan for 200 Washington Street. As a refresher, the originally-approved concept for the site was demolition of the property and construction of a new three-story mixed-use building.

With escalating materials prices and labor scarcity resulting from the pandemic, the revised concept focused on reuse and rehabilitation of the long-standing edifice, which is essentially an amalgamation of structures of different eras joined together. The project's stated intention was to see a visually-integrated whole and interior modernization that would in turn attract market rate rent-paying tenants, the presence of which would have the potential of providing some measure of an economic impact multiplier for other downtown businesses.

After approval of the reuse-rehabilitation concept on September 12, 2022, the VBT approved an amendment to the Redevelopment Agreement extending the prescribed date for submittal of final plans and specifications from September 1, 2022 to October 15, 2022.

Construction to Date / Current Building Program

Noteworthy construction has been made on the building and site at 200 Washington Street. The most visible elements of the property's outward transformation are masonry restoration and all-new glazing for the building and then new hardscape for the site (specifically, new concrete walkways and patio and an on-site asphalt surface parking lot). With respect to modernization of the building's interior, completed work includes framing (for the new layout/space allocation), insulation, mechanical,

electrical, and plumbing. In terms of the building's programming, the current configuration remains mixed-use categorically (as originally intended), that is, with a commercial base and residential above.

For the former, the commercial ground floor features office space for the developer's own company, Empower Home Heath Care, and other potential businesses, as well as five (5) short-term rental boutique lodging units. For the latter, the building's second floor features three apartments (long-term). All these uses are permitted as of right within the B-1 Downtown Business District.

Request to Extend Completion Date

As characterized in Mr. Meyer's letter to the Village, Mr. Surges has worked diligently to complete the rehabilitation project in a timely manner but delays, including but not limited to the delivery of materials, have impeded construction to the degree that the end-of-year deadline to complete construction and secure occupancy cannot be met.

Given construction-related circumstances unforeseen when the Original Redevelopment Agreement was crafted, the developer wishes to revisit construction completion, occupancy approval, and reconveyance deadlines as noted in Sections 4.1(b) and 4.1(d) with a request for an additional 90 days, which would extend the date from December 31, 2023 to March 31, 2024.

It is worth noting that another completed project, Woodlands at Canterfield, saw its Development Agreement amended three times, with the first two amendments related to date extensions to obtain a commitment for construction financing, commence construction, and secure occupancy and the third related to tap-on fees.

RECOMMENDATION

With completion of the project in sight, staff would respectfully recommend approval of the proposed Second Amendment to the Redevelopment Agreement by and between the Village and Lincoln Cornerstone, LLC. If the VBT were supportive, the following motion would be appropriate.

> **MOTION:** Move to Approve an Ordinance Approving a Second Amendment to the Redevelopment Agreement by and between the Village of West Dundee and Lincoln Cornerstone, LLC

If you have any questions or comments, please contact me at either (847) 551-3806 or tscott@wdundee.org.

Attachments (6):
- Attorney Letter on Behalf of Developer Requesting an Amendment to the Redevelopment Agreement – Dated November 30, 2023
- Developer Letter (E-mail) to Village Manager's Office – Dated December 7, 2023
- Ordinance Approving a Second Amendment to the Redevelopment Agreement
- 2nd Amendment to the Redevelopment Agreement
- Amendment to the Redevelopment Agreement – VBT Meeting of September 12, 2022
- Original Redevelopment Agreement – VBT Meeting of June 6, 2022

cc: Joseph A. Cavallaro – Village Manager
Kathleen Field Orr – Village Attorney
Kim Tibbetts – Village Planner
Cliff Surges – Developer / Lincoln Cornerstone, LLC
Jeffrey A. Meyer – Developer's Attorney (Klein, Stoddard, Buck & Lewis, LLC)

KLEIN, STODDARD, BUCK & LEWIS, LLC

ATTORNEYS AT LAW

MEMBER
JAMES A. STODDARD
JAMES R. BUCK
JEFFREY L. LEWIS
JEFFREY A. MEYER
AMANDA C. WIELGUS

RETIRED
RONALD G. KLEIN
GARY W. CORDES
PETER THOMAS SMITH

November 30, 2023

VIA E-MAIL

Village of West Dundee
Attn. Joe Cavallaro and Timothy Scott
102 S. Second Street
West Dundee, IL 60118
JCavallaro@WDundee.org
TScott@WDundee.org

Re: Development Agreement between Lincoln Cornerstone, LLC and the Village of West Dundee, Illinois, approved by the Village Board on June 6, 2022 (the "Development Agreement")

Dear Messrs. Cavallaro and Scott:

My firm represents Lincoln Cornerstone, LLC (the "Developer") in connection with the above-referenced Development Agreement. Please allow this letter to serve as the Developer's request for extending the December 31, 2023, construction completion, approval of occupancy, and reconveyance deadlines in Section 4.1(b) and 4.1(d) of the Development Agreement by three months to March 31, 2024. The Developer has diligently worked to complete this project in a timely manner but has encountered material delivery delays including, but not limited to, materials from Hardy Board siding and Pella doors. Work continues on the project despite the product delivery delays. The Developer expects the asphalt driveway to be poured this week, completing hardscape site work, temporary heat has been turned on and insulation is being installed.

My client appreciates your understanding and accommodation of this request. Please confirm approval of this extension request and do not hesitate to contact me with any questions or concerns.

Sincerely,

Klein, Stoddard, Buck & Lewis, LLC

Jeffrey A. Meyer

cc: Cliff Surges

T: (815) 748-0380
F: (815) 748-4030

2045 ABERDEEN COURT, SUITE A
SYCAMORE, ILLINOIS 60178

STAFF@KLEINSTODDARD.COM
WWW.KLEINSTODDARD.COM

Cliff Surges <csurges@surgesassociates.com>

To: Joseph A. Cavallaro JCavallaro@WDundee.org

Cc: Brittany Gamss bgamss@empowerhhs.com;

Susan Wrzeszcz swrzeszcz@empowerhhs.com;

Timothy J. Scott tscott@wdundee.org;

Jeffrey Meyer jmeyer@kleinstoddard.com

Thu 12/7/2023 6:20 PM

Administrator Cavallaro,

I thought it appropriate to add some context to the November 30th request from our counsel, Jeff Meyer for an extension to the redevelopment agreement.

Let me first say that while the old building has been and continues to be an uphill battle, it is proving to be nothing short of beautiful and true to the rendering presented. The neighbors and community at large have been nothing but complimentary.

To briefly recap the project, exploratory demolition began last fall. The building was stripped and evaluated, visited by structural engineers, designers and architects with plans ultimately being submitted for review. During that phase and with the help of the ARC, facades were altered, roofs raised, window openings cut, foundation integrity re-established, structural steel supported, and site work evaluated.

We came to a hard stop in January when Cornerstone Bank phoned asking if we were aware of an ***Open LUST*** report. It took some time, but we discovered that the Village had environmental documentation dating back to 2000 and again in 2005 indicating that ***"it was not known if a release had been obtained" after gasoline storage tanks had been removed in 1974 from a property 3 parcels south and uphill of 200 Washington Street***.

It took months, money, and a ton of frustration but we finally received a release that we communicated to the Village. Disappointingly the release was specific to our site. While this was fine for us, it did nothing to help the surrounding business owners and steps were taken to close the issue for the entire community both now and in the future.

Because of the LUST delay, the project was rebid, and contracts awarded in June with construction re-engaging after the 4th of July Holiday. Since then, we have been clipping away at a swift pace despite continued material delays and are fundamentally on schedule and within budget.

The cooperation of Public Works while we televised and dropped die packs so old “as built” sewer lines could be evaluated was appreciated. As was their patience while digging to locate multiple undocumented water lines.

The ARC has been flexible while we endeavored to locate matching brick from years gone by so the residential ceilings could be raised from 7’ to 9’.

Staff’s support while developing site engineering that would allow water to flow through the site and not impact neighbors was critical to the civil engineering and LOMA.

Unfortunately, our remaining Pella windows have still not been received. As we have informed you consistently, they are now scheduled for late December. However, the long-awaited Hardy Siding has just shown up on site and is being installed.

Drywall is being stocked and while we are so very close, it seems requesting an extension is more appropriate than pressuring the trades and we are asking for your consideration.

We are eagerly awaiting the move of our Empower offices into the old grocery store space. Our staff have just chosen new furniture and are excited to be in the downtown business district with offices fronting the beautiful Fox River. Inquiries for the residential rental units are coming in daily. A West Dundee realty firm just showed the old salon space to an interested law practice. Everything being considered is within the zoning for the B-1 business district.

We are happy to walk through the building with anyone that is interested in seeing this spectacular transformation. We could not be more eager to move in soon.

Thank you again for your patience as we endeavor to get 200 Washington ready for the next 50 years!

Respectfully,



Cliff Surges
Principal, Surges & Associates Inc.

Office: (224) 236-3200 **Fax:** 1 (773) 472-2044 **Email:** csurges@surgesassociates.com
Chicago 2149 W Roscoe St #1 Chicago, IL 60618 | **Suburbs** 210 B North River St East Dundee, IL 60118

SURGES

SURGES & ASSOCIATES, INC.

ORDINANCE 2023-__

AN ORDINANCE APPROVING A SECOND AMENDMENT TO THE REDEVELOPMENT AGREEMENT BY AND BETWEEN THE VILLAGE OF WEST DUNDEE, KANE COUNTY, ILLINOIS AND LINCOLN CORNERSTONE LLC

(*200 Washington Street*)

WHEREAS, the Village of West Dundee, Kane County, Illinois (the *"Village")* is a duly organized and validly existing home-rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and as such may utilize any power to further its governmental affairs; and,

WHEREAS, Lincoln Cornerstone LLC, a limited liability corporation of the State of Illinois (the *"Developer")*, submitted a proposal to the Village to acquire and fully rehabilitate the property commonly known as 200 Washington Street, West Dundee (the "*Subject Property*") repurposing its existing structures into a mixed-use commercial and residential development (the *"Project"*); and,

WHEREAS, the Village and Developer entered into a Redevelopment Agreement dated June 6, 2022 (the *"Original Agreement"*) pursuant to which the Developer agreed to complete construction and obtain a certificate of occupancy for the Subject Property on or before December 31, 2023; and,

WHEREAS, the Developer has advised that delays in delivery of materials have led to delays in construction, and the Developer has now requested an extension of the date to complete construction and obtain a certificate of occupancy; and,

WHEREAS, the President and Board of Trustees of the Village have reviewed the Developer's request and are prepared to grant the extension as set forth in the Second Amendment to the Redevelopment Agreement, as amended, attached hereto.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of West Dundee, Kane County, Illinois, as follows:

Section 1. That the above recitals in the preambles to this Ordinance are incorporated into this Section 1 as if fully set forth herein.

Section 2. That the Second Amendment to the Redevelopment Agreement, as amended, between the Village of West Dundee and Lincoln Cornerstone, LLC, attached hereto and made a part hereof, is hereby approved and the Village President, Village Clerk, and Village Manager are hereby authorized to execute and deliver said Second Amendment to the Redevelopment Agreement and undertake any and all actions as may be required to implement its terms on behalf of the Village.

Section 3. That this Ordinance shall be in full force and effect from and after its passage and approval, as provided by law.

PASSED by the Village President and Board of Trustees of the Village of West Dundee, Kane County, Illinois, this 18th day of December 2023, pursuant to a roll call vote, as follows:

AYES:
NAYS:
ABSENT:
ABSTAIN:

APPROVED:

_____
Christopher Nelson
Village President

Attest:

_____
Mary Jo Pape
Village Clerk

SECOND AMENDMENT TO THE REDEVELOPMENT AGREEMENT, AS AMENDED, BY AND BETWEEN THE VILLAGE OF WEST DUNDEE, KANE, COUNTY, ILLINOIS AND LINCOLN CORNERSTONE, LLC

(200 Washington St.)

THIS SECOND AMENDMENT TO THE REDEVELOPMENT AGREEMENT dated June 6, 2022, (the "*Original Agreement*"), as amended September 12, 2022 (the "*First Amendment*") by and between the Village of West Dundee, Kane County, Illinois, an Illinois municipal corporation ("*Village*"), and Lincoln Cornerstone, LLC, an Illinois limited liability company ("*Developer*") is entered into this 18th day of December, 2023.

WHEREAS, on June 6, 2022 the Village and the Developer entered into the Original Agreement for the purpose of providing financial assistance to the Developer to rehabilitate the existing structures on the property commonly known as 200 Washington Street, West Dundee (the "Subject Property") into a mixed-use commercial and residential development (the "*Project*").

WHEREAS, on September 12, 2022, the Village and the Developer agreed to amend the Original Agreement for the purpose of extending the date for the Developer to submit final plans from September 1, 2022 to October 15, 2022.

WHEREAS, pursuant to Sections 4.1(b) and 4.1(d) of the Original Agreement, the Developer agreed to complete construction and obtain a certificate of occupancy for the Subject Property on or before December 31, 2023; and,

WHEREAS, the Developer has advised the Village that due to delays in delivery of materials, additional delays in construction have occurred and the Developer has now requested an extension of the date to complete construction and obtain a certificate of occupancy for the Subject Property; and,

WHEREAS, the President and Board of Trustees of the Village have reviewed the Developer's request and are prepared to grant an extension as there is no dispute as to the cause of the delays to complete construction.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the Village and the Developer hereby agree as follows:

Section 1. The foregoing recitals are hereby adopted as if fully restated herein.

Section 2. Any capitalized term used but not otherwise defined herein shall have the same meaning as given in the Original Agreement and the First Amendment.

Section 3. Section 4.1(b), requiring the Developer to complete construction of the Project on or before December 31, 2023, is hereby amended by extending this date to March 31, 2024.

Section 4. Section 4.1(d) requiring the Developer in the event of non-completion of the Project on or before December 31, 2023 to reconvey the Subject Property to the Village, is hereby amended by extending this date to March 31, 2024.

Section 5. All terms and conditions as set forth in the Original Agreement and the First Amendment other than as hereinabove amended in Section 4 are hereby confirmed.

Section 7. This Second Amendment may be executed in two or more counterparts, each of which shall be deemed an original but all of which shall constitute the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Second Amendment as of the dates set forth below their respective signatures, to be effective as of the date first written above.

VILLAGE OF WEST DUNDEE

By: _____
Christoper Nelson
Village President

Attest:

By: _____
Mary Jo Pape
Village Clerk

Date: _____, 2023

Lincoln Cornerstone, LLC, an Illinois limited liability company

By: _____

Date: _____, 2023

Village of
West Dundee

TO: Village President Nelson and Board of Trustees

FROM: Timothy J. Scott, AICP, CNU-A
Director of Economic Development, Planning, Zoning & Urban Design

DATE: September 12, 2022

SUBJECT: 200 Washington Street – Redevelopment Agreement Amendment

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INTRODUCTION

Staff received a request from Mr. Cliff Surges, the developer of 200 Washington Street, for an extension of the required plan submittal date in the Redevelopment Agreement by and between the Village and Lincoln Cornerstone, LLC.

BACKGROUND

On June 6, 2022, the Village Board approved a resolution authorizing a revised Redevelopment Agreement and concept plan for 200 Washington Street.

Article 2: Conditions Precedent to Village Obligations, Section (a), of the Redevelopment Agreement states the following: "on or before September 1, 2022, the Developer shall have submitted final plans and specifications for the Project for its approval."

Post approval of the Redevelopment Agreement, the developer and his design-build team (civil engineer, structural engineer, architect, and general contractor) investigated in detailed fashion the existing conditions of the multiple structures on the property.

To further plan development, Village staff met on site to provide insight relative to code requirements, permitting, and some aesthetic considerations. While this physical process of "peeling back the layers" perhaps took the Developer more time than anticipated, it was a necessary endeavor to ensure completeness in plan development.

With this necessary investment in additional front-end time, the Developer is now seeking to amend the Redevelopment Agreement's prescribed date for submittal of final plans and specifications from September 1st to October 15th.

RECOMMENDATION

With realizing this mixed-use project in mind and given the progress made to date, staff respectfully recommends approval of the proposed amendment to the Redevelopment

Agreement by and between the Village and Lincoln Cornerstone, LLC to extend the date for submittal of final plans and specifications to October 15, 2022. If members of the Village Board concur, the following motion would be appropriate.

MOTION: Move to Approve an Amendment to the Redevelopment Agreement by and between the Village of West Dundee and Lincoln Cornerstone, LLC

If you have any questions or comments, please contact me at either (847) 551-3806 or tscott@wdundee.org.

Attachments (3):

- E-mail from Developer, dated August 29, 2022, Requesting Extension of Date as Specified in Article 2, Section(a) of the Redevelopment Agreement
- Ordinance Approving an Amendment to the Redevelopment Agreement by and between the Village of West Dundee and Lincoln Cornerstone, LLC
- An Amendment to the Redevelopment Agreement by and between the Village of West Dundee and Lincoln Cornerstone, LLC

cc: Joseph A. Cavallaro – Village Manager
Kathleen Field Orr – Village Attorney
Kim Tibbetts – Village Planner
Cliff Surges – Lincoln Cornerstone, LLC

Timothy J. Scott

From: csurges surgesassociates.com <csurges@surgesassociates.com>
Sent: Monday, August 29, 2022 7:23 AM
To: Timothy J. Scott
Cc: Joseph A. Cavallaro; Alan Miller; Brittany Gamss
Subject: 200 Washington Follow Up

[External]

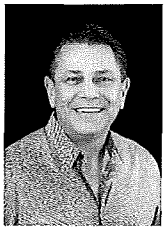
Director Scott,

Following approval of the presentation to the ARC, the conclusion of the exploratory demo, and our onsite meeting with you, Director Moszczynski and ARC Chair Baldoni I would like to memorialize our conversations.

Based upon challenges identified, consensus was reached as to the most appropriate course of action, timeline, and permitting stages.

This timeline requires an extension of Article 2, Section (a) of the RDA. I believe staff will be bringing that forward.

Please let me know if there is anything further needed on our end.



Cliff Surges
Principal, Surges & Associates Inc.

Office: (224) 236-3200 Fax: 1 (773) 472-2044 Email: csurges@surgesassociates.com
Chicago 2149 W Roscoe St #1 Chicago, IL 60618 | Suburbs 210 B North River St East Dundee, IL 60118

SURGES
SURGES & ASSOCIATES, INC.

Ordinance No. 2022-__

AN ORDINANCE APPROVING AN AMENDMENT TO THE REDEVELOPMENT AGREEMENT BY AND BETWEEN THE VILLAGE OF WEST DUNDEE, KANE COUNTY, ILLINOIS AND LINCOLN CORNERSTONE LLC

(*200 Washington Street*)

WHEREAS, the Village of West Dundee, Kane County, Illinois (the *"Village")* is a duly organized and validly existing home-rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and as such may utilize any power to further its governmental affairs; and,

WHEREAS, Lincoln Cornerstone LLC, a limited liability corporation of the State of Illinois (the *"Developer")*, submitted a proposal to the Village to acquire and fully rehabilitate the property commonly known as 200 Washington Street, West Dundee (the "*Subject Property*") repurposing its existing structures into a mixed use commercial and residential development (the *"Project"*); and,

WHEREAS, the Village and Developer entered into a Development Agreement dated June 6, 2022 (the *"Original Agreement"*) pursuant to which the Developer agreed, in order to induce the Village to convey the Subject Property and to be eligible to receive any financial assistance for the Project, to submit final plans and specifications for the Project for the Village's approval on or before September 1, 2022; and,

WHEREAS, the Developer has advised that due to conditions arising from exploratory demolition of the structures necessary to determine the full scope of work required to rehabilitate and redevelop the structures, delays have occurred, and the Developer has now requested an extension of the date to submit final plans and specifications; and

WHEREAS, the President and Board of Trustees of the Village have reviewed the Developer's request and are prepared to grant the extension as set forth in the Amendment to the Original Agreement attached hereto.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of West Dundee, Kane County, Illinois, as follows:

Section 1. That the above recitals in the preambles to this Ordinance are incorporated into this Section 1 as if fully set forth herein.

Section 2. That the Amendment to the Redevelopment Agreement between the Village of West Dundee and Lincoln Cornerstone, LLC, attached hereto and made a part hereof, is hereby approved and the Village President, Village Clerk, and Village Manager are hereby authorized to execute and deliver said Redevelopment Agreement and undertake any and all actions as may be required to implement its terms on behalf of the Village.

Section 3. That this Ordinance shall be in full force and effect from and after its passage and approval, as provided by law.

PASSED by the Village President and Board of Trustees of the Village of West Dundee, Kane County, Illinois, this 12th day of September 2022, pursuant to a roll call vote, as follows:

AYES:
NAYS:
ABSENT:
ABSTAIN:

APPROVED:

_____
Christopher Nelson
Village President

Attest:

_____
Mary Jo Pape
Village Clerk

AN AMENDMENT TO THE REDEVELOPMENT AGREEMENT BY AND BETWEEN THE VILLAGE OF WEST DUNDEE, KANE COUNTY, ILLINOIS AND LINCOLN CORNERSTONE, LLC

(200 Washington Street)

THIS AMENDMENT TO THE REDEVELOPMENT AGREEMENT dated June 6, 2022, (the "*Original Agreement*") by and between the Village of West Dundee, Kane County, Illinois, an Illinois municipal corporation (the "*Village*"), and Lincoln Cornerstone, LLC, an Illinois limited liability company (the "*Developer*") is entered into this 12th day of September 2022.

WHEREAS, the Village and the Developer entered into the Original Agreement for the purpose of providing financial assistance to the Developer to develop a mixed use project at 200 Washington Street in downtown West Dundee (the "*Subject Property*") with the construction of a 5,000 square foot commercial/office area to house Empower Home Health Services plus an additional 1,500 square feet of commercial/office space along Washington Street, , reconstruction and rehabilitation of four (4) existing dwelling units on the second floor, and demolition of the Lincoln Avenue facing residential structure (the *"Project"*), with a potential phase two that may and could establish future additional commercial square footage targeted for restaurant development in place of the demolished residential Lincoln Avenue facing structure; and,

WHEREAS, pursuant to Article II of the Original Agreement, the Developer agreed to submit final plans and specifications for the Project for its approval on or before September 1, 2022; and

WHEREAS, the Developer has advised the Village that due to conditions arising from exploratory demolition of the structures necessary to determine the full scope of work required to rehabilitate and redevelop the structures, delays have occurred, and the Developer has now requested an extension of the date to submit final plans and specifications; and

WHEREAS, the President and Board of Trustees of the Village have reviewed the Developer's request and are prepared to grant the extension.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the Village and the Developer hereby agree as follows:

Section 1. The foregoing recitals are hereby adopted as if fully restated herein.

Section 2. Any capitalized term used but not otherwise defined herein shall have the same meaning as given in the Original Agreement.

Section 3. Section 2(a) of the Original Agreement, requiring the Developer to deliver final plans and specifications on or before September 1, 2022, is hereby amended by replacing this date with October 15, 2022.

Section 4. All terms and conditions as set forth in the Original Agreement other than as amended in Section 3 hereof, are hereby confirmed.

Section 5. This Amendment is to be executed in two or more counterparts, each of which shall be deemed an original but all of which shall constitute the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below their respective signatures, to be effective as of the date first written above.

VILLAGE OF WEST DUNDEE *Attest*:

By: _____ By: _____
Village President Village Clerk

Date: _____, 2022

Lincoln Cornerstone, LLC, an Illinois limited liability company

By: _____

Date: _____, 2022

Village of
West Dundee

TO: Village President and Board of Trustees

FROM: Joseph A. Cavallaro, Village Manager
Timothy J. Scott, AICP, CNU-A – Economic Development Director

DATE: May 11, 2022

SUBJECT: Resolution approving a Redevelopment Agreement - 200 Washington – Lincoln Cornerstone LLC

INTRODUCTION:

In July of 2020, the Village was presented a development proposal by Surges and Associates for 200 Washington Street. The redevelopment proposal consisted of renovation of the existing structure with 2-3 commercial uses and renovation of 2-3 individual residential units. It was a proposal that included an estimated value of $1,300,000 and an economic incentive request of $446,000, which the Village conceptually supported.

Over the last 24 months the Village staff has worked cooperatively with the developer on a potential redevelopment proposal which has evolved from the consideration of the initial proposal to a reuse and redevelopment of the existing structure, plus an expansion of the square footage, to the proposal which was approved in October of 2021 of the demolition of the existing structure and development of their proposal for new construction with Village input and recommendations of combined office and dwelling units of 18,624 sq ft and 10 apartments.

Throughout the process, the Village staff has worked cooperatively with the developer, along with President Nelson and Planning & Zoning Liaison, Trustee Price, both from the overall development standpoint as well as the economic parameters for this proposal along with both the Planning & Zoning and Appearance Review Commissions.

Please be advised that based on significant market changes and fluctuations, supply chain and cost issues, along with a rising interest rate environment, Lincoln Cornerstone LLC has reevaluated a number of different options as it relates to the redevelopment of 200 Washington as proposed. As you may recall, this originally started as a rehab of the existing building, moved on to demo and build new, which ran through the entire Village entitlement process with significant time and effort on both sides' parts, including significant costs for both elevations and engineering by the LLC. Unfortunately, under the current market conditions, the construction costs for the project have risen above $260 up from their $214 estimate per square foot and financially, the project is not viable.

BACKGROUND:

Lincoln Cornerstone, and particularly the Empower Group, continue to be very interested and desirous in moving this project forward, particularly as a way to find a home for the healthcare company and their employee's space of 4,000 to 6,0000 square feet. Their employees really view the opportunity, and this location, as extremely favorable over many other options they have looked at.

As such, the LLC is willing to reconsider and review the complete rehabilitation of the existing masonry portions of the existing building and the demolition of the frame home on the southwest corner which faces the river. This would provide for about 5,000 square feet for the Empower Offices in the old grocery store area, 1,500 square feet of additional commercial/office square footage in what was previously the hair salon, and four (4) second floor apartment rentals.

The developer would like to reserve the opportunity for a Phase 2 of the project, which would be additional new construction square footage in place of the old home viewing the river (demolition), with its potential greenspace as a possible restaurant location, which would require its own financial inducement based on a business prospect in the future. They have provided a site layout for the 1st and 2nd floors, along with possible Phase 2 plans.

They have indicated that the market is such that upon their construction review, the masonry structure currently holds enough value to make this project more viable under the current economic conditions and eliminate the difficult finances of a new construction project in this current environment.

The developers have indicated that this is not just a plan for a freshen up of the building, but one of complete gutting and rehabilitation of the structure and a distinct effort to connect the 5 original structures into a master plan, multi-use building with the potential seventh unit in the future (Empower, commercial/office space and 4 apartments make up the 6 units). They also expect that the apartment utilizations would also be appointed with high end finishes in order to ensure high market rate rentals.

They point to the original renderings which were provided and can be amended with a certain amount of detail that will ensure a high level of finish and architectural detail and significance for the project. They are of the belief that based on their approach, along with Director Scott and ARC's involvement and required approvals, this project will be extremely attractive and appropriately fit within the downtown landscape.

This brings us back to square one, where we were approximately 24 months ago.

Benefits of this Proposal:

From staff's standpoint, The Village will see the following benefits of pursuing this alternative:

1. A long-term renovation of a deteriorating asset property into a viable and productive asset within our downtown.
2. The architectural appearance of the existing structure can be improved upon and in doing so would add value to the downtown and adjacent neighborhood.
3. The reuse of the existing structure is more than likely a much more palatable approach to those who originally objected to the larger redevelopment plan and was the preferred approach by many of the neighbors.
4. The square footage and reduction in the number of apartment units would also address the concerns of those who felt the project was too dense, but it would also go against the Village's stated goal of trying to increase density to support our downtown businesses.
5. The opportunity to maintain the corner as public space remains and becomes even more viable and visible based on this building's orientation. This will allow the Village the opportunity to really create a nice downtown amenity and public space at this corner.
6. It would avoid the financial obligation and cost for the Village if we choose to pass on this development opportunity to tear down and green over the space for future development opportunities, which was estimated prior to COVID and prior to the rising market, in excess of $280,000 including abatement and demolition.
7. The economic incentive estimate would be reduced from $1.2 million to a base of $446,000. It should be recognized though that the future development value and investment

numbers will also be down on a proportional basis.

8. The project, as proposed, will have an estimated investment value of approximately $1.8 million on the reconstructed square footage.
9. Provides for the alternative of additional square footage and a possible additional commercial/or restaurant use in the future.
10. Off street parking would be included in this plan based on the existing area on the west side of the property to add additional spaces for the project which were not included in the new construction plan.
11. The project would add daytime population with Empower's staff employees located within the downtown area, supporting our downtown restaurants and businesses, along with the four renovated apartments. In addition, the additional 1,500 sq. ft. of potential commercial office would also be a positive based on what type of tenant or business is secured.

As with many projects throughout the Fox Valley and Chicago Metro area, this type of project and construction cannot be solely supported by private financing to be economically viable, and needs public investment, in the Village of West Dundee's case through TIF funding. This is evidenced by the fact that the project has an estimated cost of construction of approximately $1,600,000 and an ultimate market value of just under $1,800,000 based on current EAV assessed valuations in comparison to existing properties in downtown West Dundee.

It is important to recognize that the economic incentive dollars that are being discussed here still are those being generated specifically from the construction value and investment being made in the new construction, and with the incentive being taken directly from the property taxes that will be paid by the developer on the new improvement in future years. If the development does not occur, these property tax dollars will not be generated or paid by the developer. These TIF incentives are specifically taken from the property taxes that are paid on the value of the development that is created. No existing community tax dollars are proposed to be used to incentivize this project.

The TIF incentive would be as follows:

- $446,000 to the developer at a 70% on a pay as you go basis,
- Reimbursement to the Village of $200,000 for the property purchase,
- An additional $50,000 incentive for any ARC or Village requested architectural upgrades during the review process. Resulting in a total maximum developer incentive amount of $496,000.
- The Village would have the obligation and ability to move forward with our public lot improvements as prepared by V3 in an estimated amount of $420,000.
- Staff will also be recommending that we continue to move forward with the Washington Street parking improvements included in the Downtown Phase 3 plan in an estimated amount of $250,000, as it would increase the available parking downtown.
- The Village would receive $200,000 towards the property purchase and the remaining balance of the TIF incentives estimated to be an additional $300,000 over the life of the TIF.
- The renovation plans for the rehabilitation of the structure would be required to be sent to the Appearance Review Commission for their formal review and approval.
- The agreement also stipulates that Empower shall commit to occupy at minimum, the 5,000 sq.ft. office space for a period of 5 years from the date of certificate of occupancy.

FISCAL IMPACT

This development would provide the Village with a reimbursement over its life of approximately $500,000, including $200,000 of which would be reimbursement for the Village's initial property purchase.

All remaining TIF incentive funds would come directly from the project and from the property taxes paid by the developer and generated from the property tax bills on the upgraded and reinvested building and property.

The TIF incentive as proposed was a 70/30 split and on a pay-as-you-go basis until the agreed upon dollar incentive amount is reached.

The associated TIF costs, estimated at a maximum of $496,000, would provide for reimbursement of authorized TIF expenditures under legal, engineering, architecture, demolition, site preparation and 30% of the annual interest costs of the developer's financing for this project.

Attached please find a copy of the developer's formal proposal and proforma, as well as a copy of the Village's expected EAV and TIF revenue projections, and the calculation of the Washington Street market value based on current Assessor's figures.

The developers have indicated that upon the Village's approval of the redevelopment agreement between the Village and Lincoln Cornerstone, they would be willing to begin demolition and renovation of the structure within 30 days while they finalize the necessary review and approvals required by the Appearance Review Commission. This approach will facilitate immediate movement and progress on this redevelopment proposal.

Representatives from Lincoln Cornerstone LLC will be in attendance Monday evening to formally present their proposal.

RECOMMENDATION:

If the Village Board is in agreement, a motion to approve the overall concept plan for 200 Washington as presented and a Development Agreement between the Village of West Dundee and Lincoln Cornerstone LLC in regards to the development proposal would be appropriate.

MOTION: Move to approve a resolution authorizing a revised redevelopment agreement and concept plan for 200 Washington as presented by Lincoln Cornerstone LLC, and a Development Agreement between the Village of West Dundee and Lincoln Cornerstone LLC in regards to this development proposal.

If you have any questions, please feel free to contact me.

JAC:mjp

CC: Timothy Scott, Director of Economic Development
Cliff Surges, Lincoln Cornerstone LLC
Craig S. Krandel, Attorney for Lincoln Cornerstone LLC
Kathleen Field Orr, Village Attorney
Michael Castaldo, Jr., Village Attorney
West Dundee Department Managers

Resolution No. 2022-

A RESOLUTION OF THE VILLAGE OF WEST DUNDEE, KANE COUNTY, ILLINOIS, TO APPROVE A REDEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF WEST DUNDEE AND LINCOLN CORNERSTONE LLC

(200 Washington Street)

WHEREAS, the Village of West Dundee, Kane County, Illinois (the *"Village")* is a duly organized and validly existing home-rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and,

WHEREAS, the Village has the authority pursuant to the laws of the State of Illinois, to promote the health, safety, and welfare of its inhabitants, to prevent the spread of blight, to encourage private development in order to enhance the local tax base, to increase job opportunities, and to enter into contractual agreements with third parties for the purpose of achieving these purposes; and,

WHEREAS, pursuant its powers and in accordance with the requirements to the Tax Increment Allocation Redevelopment Act of the State of Illinois, 65 ILLS 5/11-74.4-1, et seq., as from time to time amended (the *"TIF Act"),* President and Board of Trustees of the Village (collectively, the *"Corporate Authorities"),* on May 7, 2018, by Ordinance 2018-07, 2018-08 and 2018-09, approved a Redevelopment Project Plan and Eligibility Report for an area designated as the Main Street and Route 31 Tax Increment Redevelopment Project Area (the *"Project Area'),* and adopted tax increment financing for the payment and financing of redevelopment project costs incurred within the Project Area; and,

WHEREAS, (the "*Village")* had been approached by Lincoln Cornerstone LLC, a limited liability corporation of the State of Illinois (the *"Developer"),* with a proposal to acquire and redevelop the property commonly known as 200 Washington Street, West Dundee (the "*Subject Property*") and, thereafter, construct a three-story mixed use building with central commercial space on the first floor, flanked with one, two-bedroom, two-level dwelling unit on one end and one first-floor; and,

WHEREAS, after a review of financial projections and current economic conditions, the developer has indicated that a re-review of the original redevelopment of the existing structure is currently more financially viable; and,

WHEREAS, the developer now proposes to redevelop the existing structure to construct a 5,000 square foot commercial/office area to house Empower Healthcare and provide for an additional 1,500 square feet of commercial/office space along Washington Street for market availability and reconstruct and rehabilitate (4) four existing dwelling units on the second floor, along with the demolition of the Lincoln Avenue facing residential structure ("the Project"); and,

WHEREAS, a phase two of this potential project may and could establish a future additional commercial square footage targeted for restaurant development in place of the demolished residential Lincoln Avenue facing structure; and,

WHEREAS, the Developer has also informed the Village that the ability to undertake the Project on the Subject Property shall require financial assistance from the Village for certain improvements that would be incurred in connection with the acquisition of the Subject Property and the development of the Project, which costs would constitute *"Redevelopment Project Costs"* as such term is defined in the TIF Act; and,

WHEREAS, a review of the Project and the goals and objectives of the Redevelopment Plan, the President and Board of Trustees of the Village have determined, that the Project is in furtherance of the Redevelopment Plan and is eligible for financial assistance as hereinafter approved; and,

WHEREAS, the Developer would like to incur certain costs in connection with the Project prior to the adoption of any ordinance authorizing the execution of a development agreement pertaining to the Subject Property with the Village; wherein reimbursement for such costs may be considered by the Village subject to certain terms and conditions; and,

WHEREAS, this Resolution is intended to allow the Developer to incur certain costs relating to the redevelopment of the Subject Property that may be considered *"Redevelopment Project Costs",* as such term is defined in the TIF Act, eligible for reimbursement prior to the adoption of any ordinance authorizing the execution of a development agreement pertaining to the Subject Property with the Village; and,

WHEREAS, the President and Board of Trustees of the Village approved an original resolution authorizing a redevelopment agreement with Lincoln Cornerstone at it's November 15th, 2021, Village Board meeting and this resolution would supersede that approval.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of West Dundee, Kane County, Illinois, as follows:

Section 1. That the above recitals are incorporated herein and made a part hereof.

Section 2. That the Corporate Authorities may consider expenditures that are *"Redevelopment Project Costs",* as such term is defined in the TIF Act, in connection with the Project, incurred prior to the approval and execution of a development agreement with the Developer, to be expenditures that are eligible for reimbursement through the TIF Act, in an amount to be negotiated.

Section 3. That all undertakings of the Village set forth in this Resolution are specifically contingent upon the Village approving and executing a development agreement with the Developer, or a successor or assignee of the Developer, which provides for the development of the Subject Property in accordance with the terms and conditions to be negotiated by the parties.

Section 4. That any financial assistance rendered to the Developer by the Village shall be contingent upon the authority, restrictions, terms and conditions imposed by the TIF Act.

Section 5. That this Resolution shall be in full force and effect from and after its passage and approval, as provided by law.

PASSED by the Village President and Board of Trustees of the Village of West Dundee, Kane County, Illinois, this _____ day of _____, 2022, pursuant to a roll call vote, as follows:

AYES:
NAYS:
ABSENT:
ABSTAIN:

APPROVED

_____
Christopher Nelson, Village President

Attest:

_____
Mary Jo Pape, Village Clerk

REDEVELOPMENT AGREEMENT BY AND BETWEEN THE VILLAGE OF WEST DUNDEE AND LINCOLN CORNERSTONE, LLC

THIS REDEVELOPMENT AGREEMENT ("*Agreement*") is entered into as of the _____ day of _____, 2022 ("*Effective Date*") by and between the Village of West Dundee, Kane County, Illinois, an Illinois municipal corporation ("*Village*"), and Lincoln Cornerstone, LLC, an Illinois limited liability company (the "*Developer*").

In consideration of the mutual covenants and agreements set forth in this Agreement, the Village and Developer hereby agree as follows:

ARTICLE 1: RECITALS

1.1 The Village is a duly organized and validly existing home-rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State.

1.2 The Village is engaged in the revitalization and development of its commercial, residential and vacant properties along Illinois Route 31 and Illinois Route 72 (Main Street) and includes Village owned property commonly known as 200 Washington Street and identified by Parcel Number 03-22-442-002 (the "*Village Property*").

1.3 The Village has the authority pursuant to the laws of the State of Illinois, to promote the health, safety and welfare of its inhabitants, to prevent the spread of blight, to encourage private development in order to enhance the local tax base, to increase job opportunities, and to enter into contractual agreements with third parties for the purpose of achieving these goals.

1.4 Pursuant to the Tax Increment Allocation Redevelopment Act of the State of Illinois, 65 ILCS 5/11-74.4-1, *et seq.*, as from time to time amended (the "*TIF Act*"), the President and Board of Trustees of the Village (collectively, the "*Corporate Authorities*") are empowered to undertake the development or the redevelopment of a designated area within its municipal boundaries in which existing conditions permit such area to be classified as a "blighted area" or a "conservation area" as such terms are defined in the TIF Act.

1.5 To stimulate and induce development and redevelopment pursuant to the TIF Act, the Village, after giving all required notices, conducting a public hearing and making all findings required by law, on the 7th day of May, 2017, pursuant to Ordinance Nos. 2018-07, 2018-08 and 2018-09, approved a Redevelopment Plan and Program (the "*Redevelopment Plan*") for an area designated as the Main Street/Illinois Route 31 Tax Increment Financing District (the "*Project Area*") which Project Area includes the Subject Property, and adopted tax increment financing for the payment and financing of "Redevelopment Project Costs", as defined by the TIF Act, incurred within the Project Area as authorized by the TIF Act.

1.6 Lincoln Cornerstone, LLC an Illinois limited liability company (the "*Developer*") has submitted a proposal to the Village to acquire the Village Property, less a portion of Lot 1 as depicted on *Exhibit A* attached hereto to be retained by the Village (the "*Subject Property*") and thereafter redevelope the existing structure to construct a 5,000 square foot commercial/office area to house Empower Healthcare (the "Business"): provide for an additional 1,500 square feet of commercial/office space along Washington Street; reconstruct and rehabilitate four (4) existing dwelling units on the second floor and, demolish the g residential structure facing Lincoln Avenue

(collectively the "Project"). A potential phase two of this Project could include the future addition of commercial square footage targeted for restaurant development in residential space facing Lincoln Avenue facing to be demolished.

1.7 The Developer has advised the Village that its proposal is contingent upon financial assistance to improve the Subject Property and undertake the Project and has requested the Village to convey the Subject Property to it and further provide reimbursement of redevelopment project costs (as defined in Section 5.1 hereof) available to it as a result of the Village's adoption of the TIF Act from "Incremental Taxes" generated by the Subject Property. For purposes of this Agreement, "Incremental Taxes" shall mean the amount of ad valorem taxes attributable to the increase of the equalized assessed value of the Project Area over the initial equalized assessed value of the Project Area as of the date of the adoption of the TIF Act by the Village.

1.8 The Village believes the Project would enhance the downtown district of the Village and therefore desires to have the Subject Property improved as proposed which the Village believes would have a synergistic effect upon the surrounding businesses and, in addition, would increase the tax base for the Village and taxing districts authorized to levy taxes upon the Subject Property and provide job opportunities for its citizens; and, therefore, is prepared to assist the Developer with certain costs associated with the Project, subject to the terms of this Agreement, the TIF Act and all other applicable provisions of law.

ARTICLE 2: CONDITIONS PRECEDENT TO VILLAGE OBLIGATIONS

The Developer agrees to undertake the following in order to induce the Village to convey the Subject Property to it (pursuant to the terms set forth in Article 3) and to be eligible to receive any financial assistance for the Project:

(a) on or before September 1, 2022, the Developer shall have submitted final plans and specifications for the Project for its approval;

(b) within sixty (60) days of approval of the plans and specifications for the Project, the Developer shall have delivered to the Village proof of equity and financing from a recognized lending institution in an amount required to complete the Project in an amount no less than $1,800.000;

(c) upon receipt of the proof of financing and approval of the final plans by the Village, the Developer shall submit applications for all permits required for the Project.

ARTICLE 3: VILLAGE'S OBLIGATION TO CONVEY THE SUBJECT PROPERTY

3.1 The Village has delivered to the Developer a plan for improvements to a portion of Lot 1 which includes additional green space and landscape features, which improvements shall enhance the Developer's Project at the Subject Property. All such improvements shall be made by the Village at its sole cost and expense.

3.2 Upon satisfaction of all of the Developer's obligations as itemized in Article 2 hereof, the Village shall convey the Subject Property to the Developer for two hundred thousand

dollars ($200,000) payable with a Note in said amount with no interest as provided in Section 5 (the "*Note #1*) payable as hereinafter provided in Section 5.3. Conveyance shall be by a recordable warranty deed subject to taxes not yet due and payable, covenants and conditions of record, provided that the Developer pays all costs for title insurance, survey, recordation of documents and any other costs in connection with the conveyance.

ARTICLE 4: OBLIGATIONS OF THE DEVELOPER TO CONSTRUCT THE PROJECT

4.1 Within thirty (30) days of the Village's issuance of all necessary permits for the development of the Subject Property, the Developer shall proceed as follows:

(a) Commence construction of the Project in accordance with all approved plans, permits and all applicable Village codes; for purposes of this Section, "construction" shall include the initial demolition of the structure facing Lincoln Avenue.

(b) Continue construction without interruption until the Project is completed (subject only to Force Majeure as set forth in Section 8.7 hereof); and obtain a certificate of occupancy for the commercial space and all apartments within the structure on or before December 31, 2023;

(c) Upon issuance of a certificate of occupancy for the Subject Property, , the Developer shall enter into a Lease with the Business for a minimum term of ten (10) years for no less than 5,000 square feet of commercial space on the first floor and commence operation if the Business within thirty (30) days thereafter; and

(d) In the event the Developer fails to complete the Project on or before December 31, 2023, the Developer shall reconvey the Subject Property to the Village free and clear of all encumbrances.

4.2 Upon completion of the Project, the Developer shall submit to the Village all paid invoices, receipts and any other documentation as deemed necessary to evidence an investment of no less than $1,800,000.

ARTICLE 5: REIMBURSEMENT TO THE DEVELOPER

5.1 So long as no event described in Article 7 of this Agreement shall have occurred and be continuing, the Village shall reimburse the Developer for Redevelopment Project Costs incurred in connection with the Project in the total amount of $446,000, as hereinafter provided. For purposes of this Agreement, "Redevelopment Project Costs" shall mean and include all costs defined as "redevelopment project costs" in Section 11-74.4-3(q) of the TIF Act which are eligible for reimbursement.

5.2 The Developer acknowledges that the Village's formal approval of the Appearance Review Commission ("ARC")is required prior to final plan development, and that the Developer's final plan shall include the approved architectural plan and details as approved by the ARC As such, the Village is willing to include an additional $50,000 towards the

redevelopment project costs incurred in conjunction with the Project specifically related to any architectural changes or details as required by the ARC in their final approval.

5.3 In connection with the establishment and ongoing administration of the Redevelopment Project Area, the Village has established a special tax allocation fund pursuant to the requirements of the TIF Act (the "*STAF*"), into which the Village deposits all "Incremental Taxes" (as hereinafter defined) generated by the Project Area. On the date which is ten (10) days following the date upon which the Village receives Incremental Taxes from the final installment of real estate taxes (the "*STAF Allocation Date*")], thirty percent (30%) of the Incremental Taxes with respect to the Subject Property during the period from the immediately respective STAF Allocation Date to, but not including, the current STAF Allocation Date shall be retained by the Village for other development in the Project Area; provided however, ten percent (10%) of the thirty percent (30%) shall first be applied to the payment of Note #1 until Note # 1 has been paid in full; and, seventy percent (70%) of the Incremental Taxes with respect to the Subject Property during the period from the immediately preceding STAF Allocation Date to, but not including, the current STAF Allocation Date shall be transferred and deposited into the Lincoln Cornerstone Subaccount of the STAF (which Subaccount shall be automatically created by the ordinance approving this Agreement); and used as to reimburse the Developer for Redevelopment Project Costs in an amount not to exceed $446,000 unless increased by $50,000 as a result of the requirements of the ARC, thereby bringing the total reimbursement to the Developer a maximum of $496,000.

5.4 THE VILLAGE'S OBLIGATION TO REIMBURSE THE DEVELOPER UNDER SECTION 5.2 OF THIS AGREEMENT IS A LIMITED OBLIGATION PAYABLE SOLELY FROM INCREMENTAL TAXES DEPOSITED IN THE Lincoln Cornerstone SUBACCOUNT OF THE STAF FROM TIME TO TIME AND SHALL NOT BE SECURED BY THE FULL FAITH AND CREDIT OF THE VILLAGE.

5.5 The use of the funds deposited in the Lincoln Cornerstone Subaccount shall continue to be used as provided in Section 5.3 until the Developer has been reimbursed for Redevelopment Project Costs in the amount of $446,000 (unless increased to $496,000 as hereinabove set forth) or December 31, 2041.

ARTICLE 6. REPRESENTATIONS, WARRANTIES, AND COVENANTS

6.1 Developer's Representations Warranties and Covenants. To induce the Village to enter into this Agreement, Developer represents, covenants, warrants, and agrees that:

(a) Recitals. All representations and agreements made by Developer in Article 1 are true, complete, and accurate in all respects.

(b) Organization and Authorization. Developer is an Illinois limited liability company duly formed and existing under the laws of the State of Illinois and Developer has the power to enter into, and by proper action has been duly authorized to execute, deliver, and perform, this Agreement. Developer will do, or cause to be done, all things necessary to preserve and keep in full force and effect its existence and standing as a limited liability company authorized to do business in the State of Illinois for so long as Developer is developing and constructing the Project.

(c) Non-Conflict or Breach. The execution, delivery, and performance of this Agreement by Developer, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement shall not conflict with or result in a violation or breach of any of the terms, conditions, or provisions of any offering or disclosure statement made, or to be made, on behalf of the Developer, or any restriction, organizational document, agreement, or instrument to which Developer, or any of its partners or venturers, is now a party or by which Developer, or any of its partners or venturers, is bound, or constitute a default under any of the foregoing.

(d) The Developer has the financial ability to construct and complete the Project.

(e) The Developer agrees to pay, when due, all taxes, fines, utility bills, including real estate tax assessed upon the Subject Property and any other amounts due and owing to the Village and the State of Illinois.

(f) Pending Lawsuits. There are no actions at law or similar proceedings either pending or, to the best of the Developer's knowledge, threatened against Developer that would materially or adversely affect:

(i) The ability of the Developer to proceed with the construction and development of the Subject Property;

(ii) Developer's financial condition;

(iii) The level or condition of the Developer's assets as of the date of this Agreement; or

(i) Developer' s reputation

6.2 Village Representations, Warranties and Covenants. To induce Developer to enter into this Agreement and to undertake the performance of its obligations under this Agreement, the Village represents, covenants, warrants and agrees as follows:

(a) Recitals. All representations and agreements made by the Village in Article 1 are true, complete, and accurate in all respects.

(b) Authorizations. The Village has the power to enter into and perform its obligations under this Agreement and by proper action has duly authorized the Village President and Village Clerk to execute and deliver this Agreement.

(c) Non-Conflict or Breach. The execution, delivery, and performance of this Agreement by the Village, the consummation of the transactions contemplated hereby and the fulfillment of or compliance with the terms and conditions of this Agreement shall not conflict with or result in a violation or breach of the terms of any order, agreement, or other instrument to which the Village is a party or by which the Village is now bound.

(d) Pending Lawsuits. There are no actions at law or similar proceedings either pending or to the best of the Village's knowledge being threatened against the Village that would materially or adversely affect:

(i) The ability of the Developer to proceed with the construction of the Development.

(ii) The ability of the Village to perform its obligations under this Agreement.

ARTICLE 7: ENFORCEMENT AND REMEDIES

7.1 Enforcement: Remedies. The Village may enforce or compel the Developer's performance of its obligations under this Agreement, in law or in equity, by suit, action, mandamus, or any other proceeding, including specific performance, and in an action to enforce or compel the Developer's performance of its obligations under this Agreement, the Village shall also have the right to recover its reasonable attorneys' fees and other cost of litigation.

7.2 Notice; Cure. The Village shall give notice to the Developer that it shall have thirty (30) days to cure any default by the Developer.

7.3 Events of Default by the Developer. Any of the following events or circumstances shall be an event of default by the Developer with respect to this Agreement:

(a) If any material representation made by the Developer in this Agreement, or in any certificate; notice, demand to the Village; or request made by the Village in connection with any of documents, license acquisitions shall prove to be untrue or incorrect in any material respect as of the date made.

(b) Default by the Developer in the performance or breach of any agreement, material covenant, or warranty contained in this Agreement concerning the existence, structure, or financial condition of the Developer.

(c) The entry of a decree or order for relief by a court having jurisdiction in the premises in respect of the Developer involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency, or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator, or similar official of the Developer for any substantial part of its property, or ordering the winding-up or liquidation of its affairs and the continuance of any such decree or order un-stayed and in effect for a period of 60 consecutive days. There shall be no cure period for this event of default.

(d) The commencement by the Developer of a voluntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency, or other similar law, or the consent by the Developer to the appointment of or taking possession, by a receiver, liquidator, assignee, trustee, custodian, sequestrator, or similar official of the Developer or of any

substantial part of the Developer' s property, or the making by any such entity of any assignment for the benefit of creditors or the failure of the Developer generally to pay such entity's debts as such debts become due or the taking of action by Developer in furtherance of any of the foregoing. There shall be no cure period for this event of default.

(e) Developer's failure to pay any amounts due to the Village pursuant to Section 6.1(e).

(f) Failure of the Developer to lease the Subject Property to Empower Home Health Services, Inc. for at least ten (10) years.

7.4 Remedies for Default by Developer. Subject to the provisions of this Agreement, in the case of an event of default by the Developer after notice as required by Section 7.2 has been sent, the Village shall institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such default or breach, including proceedings as necessary to secure the repayment of any outstanding balance on Note #1 and Note #2 and to compel specific performance by the Developer of its obligations under this Agreement. In the event of the Developer's failure to cure an event of default, the Developer shall repay the Village all sums paid to it pursuant to this Agreement for Redevelopment Project Costs and re-convey the Subject Property to the Village, if requested by the Village.

7.5 Indemnification by the Developer: Agreement to Pay Attorneys' Fees and Expenses. The Developer agrees to indemnify the Village, and all of its elected and appointed officials, officers, employees, agents, representatives, engineers, consultants, and attorneys, against any and all claims that may be asserted at any time against any of such parties in connection with or as a result of (i) Developer's development, construction, maintenance, or use of the Subject Property; or, (ii) the Developer's default under the provisions of this Agreement. Such indemnification obligation, however, shall not extend to claims asserted against the Village or any of the aforesaid parties in connection with or as a result of any act, omission, negligence or misconduct of the Village or any of the aforesaid parties. If Developer shall commit an event of default and the Village should employ an attorney or attorneys or incur other expenses for the collection of the payments due under this Agreement or the enforcement of performance or observance of any obligation or agreement on the part of the Developer herein contained, Developer, on the Village's demand, shall pay to the Village the reasonable fees of such attorneys and such other reasonable expenses so incurred by the Village.

ARTICLE 8: GENERAL PROVISIONS

8.1 Maintain Improvements in Good and Clean Condition:

(a) The Developer shall maintain the Subject Property in reasonably good and clean condition at all times during the construction of the Project by the Developer at the

Subject Property, which shall include promptly removing all mud, dirt, and debris that is deposited on any street, sidewalk, or other public property in or adjacent to the Subject Property by the Developer or any agent of or contractor hired by, or on behalf of the Developer and repair any damage to any public property that may be caused by the activities of the Developer or any agent of or contractor hired by, or on behalf of, the Developer.

(b) The Developer covenants and agrees to maintain the Subject Property in accordance with all applicable ordinances of the Village and to operate its commercial business in accordance with the ordinances of the Village and the laws of the State of Illinois and the United States.

8.2 Liability and Indemnity of Village.

(a) No liability for Village Review. The Developer acknowledges and agrees that (i) the Village is not, and shall not be, in any way liable for any damages or injuries that may be sustained as the result of the Village's review and approval of any plans or improvements or as a result of the issuance of any approvals, permits, certificates, or acceptances for the development or use of any portion of the Subject Property or the improvements and (ii) the Village's review and approval of any plans and the issuance of any approvals, permits, certificates, or acceptances does not, and shall not, in any way be deemed to insure the Developer, or any of its successors, assigns, tenants, or licensees, or any third party, against violations or damage or injury of any kind at any time.

(b) Hold Harmless and Indemnification. The Developer shall hold harmless the Village, and all of its elected and appointed officials, employees, agents, representatives, engineers, consultants, and attorneys from any and all claims that may asserted at any time against any of such parties in connection with (i) the Village's review and approval of any plans or improvements or (ii) the Village's issuance of any approval, permit or certificate. The foregoing provision, however, shall not apply to claims made against the Village as a result of a Village event of default under this Agreement, claims that are made against the Village that relate to one or more of the Village's representations, warranties, or covenants under Article 3 and claims that the Village, either pursuant to the terms of this Agreement or otherwise explicitly has agreed to assume.

(c) Defense Expenses. The Developer shall pay all expenses, including legal fees and administrative expenses, incurred by the Village in defending itself with regard to any and all of the claims identified in the first sentence of Subsection (b) above.

8.3 Force Majeure. Time is of the essence of this Agreement, provided, however, a party shall not be deemed in material breach of this Agreement with respect to any of its obligations under this Agreement on such party's part to be performed if such party fails to timely perform the same and such failure is due in whole or in part to any strike, lock-out, labor trouble (whether legal or illegal), civil disorder, weather conditions, failure or interruptions of power, restrictive governmental laws and regulations, condemnations, riots, insurrections, acts of terrorism, war, fuel shortages, accidents, casualties, floods, earthquakes, fires, acts of Gods, restrictions, freight embargoes, acts caused directly or indirectly by the other party (or the other party's agents, employees or invitees) or similar causes beyond the reasonable control of such party ("Force

Majeure"). If one of the foregoing events shall occur or either party shall claim that such an event shall have occurred, the party to whom such claim is made shall investigate same and consult with the party making such claim regarding the same and the party to whom such claim is made shall grant any extension for the performance of the unsatisfied obligation equal to the period of the delay, which period shall commence to run from the time of the commencement of the Force Majeure; provided that the failure of performance was reasonably caused by such Force Majeure.

8.4 The Developer covenants and agrees to pay, when due, all taxes, fees and fines including real estate taxes as assessed upon the Subject Property.

ARTICLE 9. TERM

Term. This Agreement shall be in full force on the Effective Date and terminate upon the first to occur: (i) receipt by the Developer of a maximum of 496as reimbursement for Redevelopment Project Costs; or, (ii) December 31, 2041.

ARTICLE 10. NOTICES

Notices. All notices and other communications in connection with this Agreement shall be in writing and shall be deemed delivered to the addressee thereof (a) when delivered in person on a business day at the address set forth below, or (b) on the third business day after being deposited in any main or branch United States post office, for delivery by properly addressed, postage prepaid, certified or registered mail, return receipt requested, at the address set forth below, or (c) by facsimile or email transmission, when transmitted to either the facsimile telephone number or email address set forth below, when actually received.

Notices and communications to Developer shall be addressed to, and delivered at, the following addresses:

	with a copy to:
Lincoln Cornerstone, LLC 210 N. River Street East Dundee, IL 60118	Craig S. Krandel 407 Congress Pkwy Suite E Crystal Lake, IL 60014

Notices and communications to the Village shall be addressed to and delivered at these addresses:

	with a copy to:
Village of West Dundee 102 South 2nd Street West Dundee, IL 60118	Kathleen Field Orr 2024 Hickory Road, Suite 205 Homewood, IL 60430

By notice complying with the requirements of this Section, each party shall have the right to change the address or addressee, or both, for all future notices and communications to such party, but no notice of a change of address or addressee shall be effective until actually received.

ARTICLE 11. IN GENERAL

11.1 Amendments and Waiver. No modification, addition, deletion, revision, alteration, or other change to this Agreement shall be effective unless and until the change is reduced to writing and executed and delivered by the Village and the Developer. No term or condition of this Agreement shall be deemed waived by any party unless the term or condition to be waived, the circumstances giving rise to the waiver and, where applicable, the conditions and limitations on the waiver are set forth specifically in a duly authorized and written waiver of such party. No waiver by any party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition of this Agreement, nor shall waiver of any breach be deemed to constitute a waiver of any subsequent breach whether of the same or different provisions of this Agreement.

11.2 Assignment. This Agreement may not be assigned by the Developer without the prior written consent of the City, which consent shall not be unreasonably withhold.

11.3 Conveyance. The Subject Property may not be conveyed, sold, gifted or transferred to any person, company, corporation, organization, whether or not it is a not-for-profit or any other entity, without the prior written consent of the Village.

11.4. Entire Agreement. This Agreement shall constitute the entire agreement of the Parties; all prior agreements between the Parties, whether written or oral, are merged into this Agreement and shall be of no force and effect.

11.5 Counterparts. This Agreement is to be executed in two or more counterparts, each of which shall be deemed an original but all of which shall constitute the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below their respective signatures, to be effective as of the Commencement Date.

Village of West Dundee, an Illinois municipal corporation

By: _____
Mayor

Attest:

_____
Village Clerk

Lincoln Cornerstone
LLC., an Illinois limited liability company

By: _____
Managing Partner



200 WASHINGTON STREET

REDEVELOPMENT PROJECT

PRESENTED BY:

CLIFFORD SURGES

SURGES & ASSOCIATES, INC

MAY 25, 2022

Project Iterations: Our staff remains committed to the project

The original interest in the project was to find a home for our home health care company of approximately 4,000 to 6,000 square feet. That goal remains the same. However, the world has changed.

If the pandemic taught us anything, the notion of decentralization and remote working is now a conversation that every business is wrestling with. Empower Home Health is no different. This has not changed the core essential need of 4,000 to 6,000 square feet and we remain committed to this.

Iteration 1: Rehab the existing building. The building is a cluster of five units. The frame units proved beyond salvage and a pivot was established to demolish the entire structure and build new.

Iteration 2: The "Demo and Build New" concept ran the process through to the ARC to establish if an acceptable building was viable. Unfortunately, market conditions prohibit this alternative with construction costs continuing to rise well above $260 per sq foot coupled with rising interest rates and continued supply chain issues. I do want to highlight that this included additional incentives from West Dundee, so everyone truly tried to make this work.

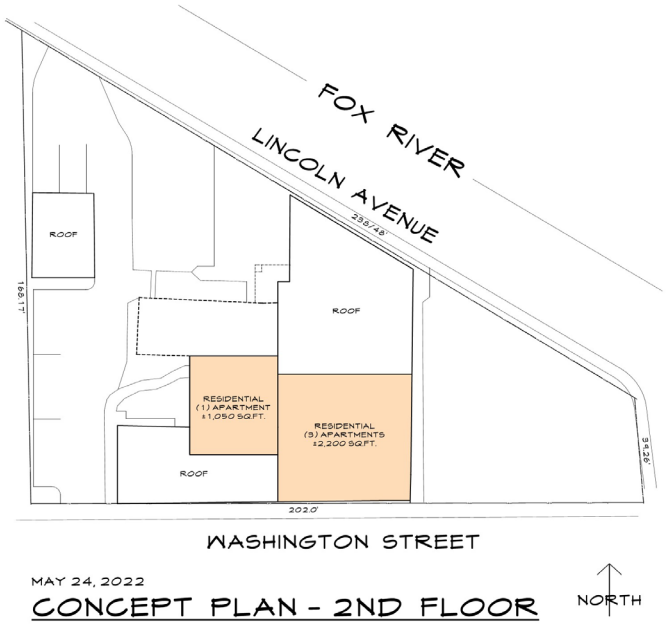
Iteration 3: We took time during our pause to revisit the ARC version and look at a more rectangular, smaller, two-story building of approximately 12,000 square feet or two floors of 6,000, like the DC Cobbs building in East Dundee. That version again forced the Empower office space to subsidize the apartment spaces. This is counterproductive to the goal and coupled with recent interest rate increases the project again ran into a negative balance.

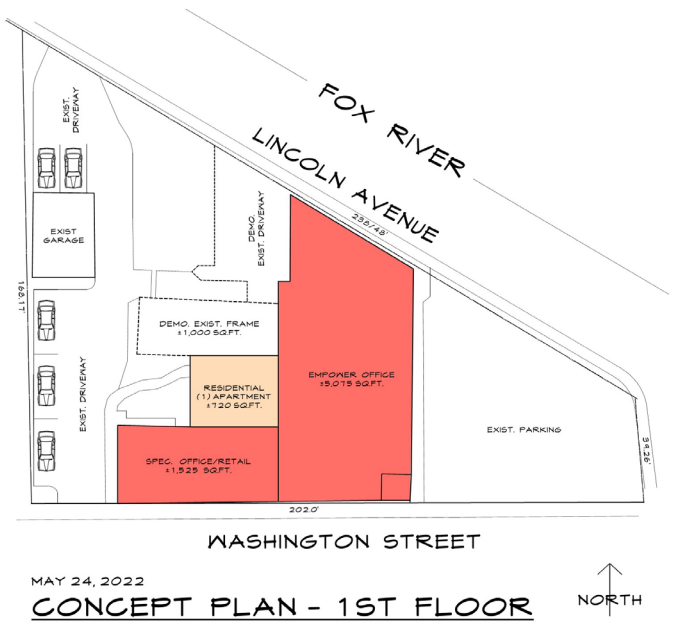
To be transparent, we have *"backed up the truck"* with data to be a good partner with the village and shared our analysis from several reputable builders including Kevin Krak and Joe Billitteri. Both have completed several successful projects in the Dundee's. Other conversations have included Ian Lamp. All have come to the same conclusions that the site is simply too challenging to "go small" and not large enough to "go big". Going "Big" included economies of scale above 3 floors that would not seem appropriate.

Iteration 4: This viable alternative is to complete a rehab of the masonry portions of the existing building and demo the frame home on the Northwest corner. This would roughly leave 5,000 sq ft of office for Empower in the "grocery" area, 1500 sq ft of office space in the "hair salon" area, 4 second floor apartment rentals, 1 first floor apartment and *we would be happy to introduce the possibility of a phase to fill the area being taken down*.

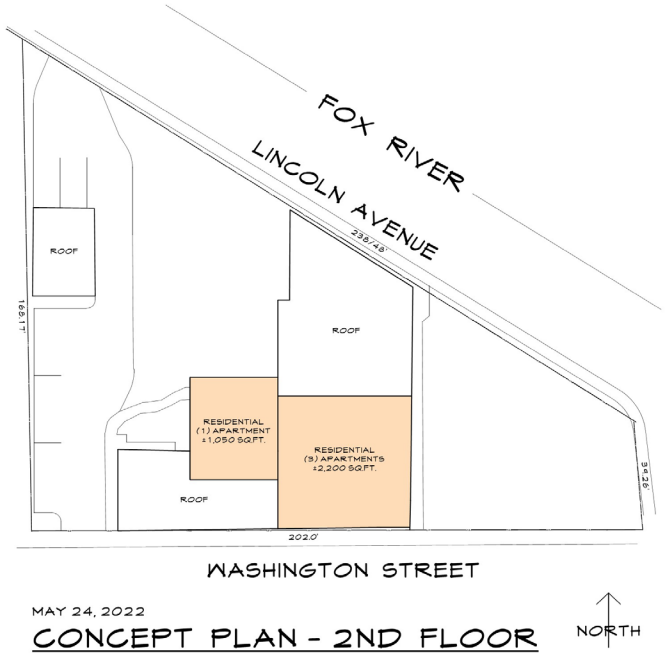
Iteration 4 brings the incentives back to the original levels with adjustments for the measurements, et al.

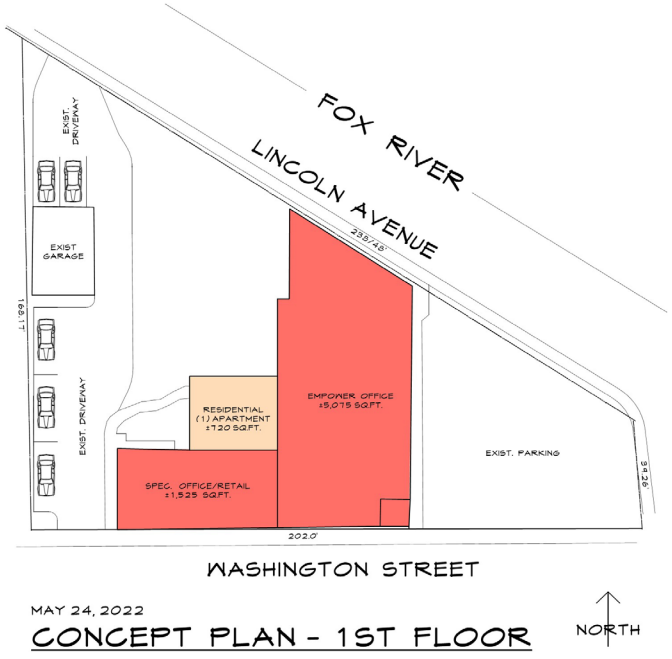
Site showing areas being removed





Site with areas removed





Preliminary Budget for the Project ... before demo

Budgetary Items	
Soft Cost Less Loan	210,000
Site Work	243,000
Verticle Construction	1327000
Approximate Budget Pending Approval	1,780,000

Breakdown of budget items at this time

Description of Work	Contract Amount
Architectural Fees	In Soft Items
Appliances	25,000.00
Bathroom accessories	1,400.00
Closet shelving	1,600.00
Carpentry	220,000.00
Counters	12,000.00
Cabinets	$70,000
Concrete	$30,000
Cleaning	4,000.00
Doors Interior (doors, l, hardware)	10,000.00
Stairwells	4,000.00
Demolition	58,000.00
Doors unit entry and Hardware	7,200.00
Drywall / Gypsum	48,000.00
Dumpsters (5)	4,000.00
Electrical Trades	168,000.00
Electrical Fixture Allowance	10,000.00
Fire Alarm System	18,000.00
Fire Extinguishers	1,000.00
Fire Protection - Sprinkler System	70,000.00
Flooring	40,000.00
Glass/Glazing/ apt entry doors	60,000.00
HVAC	70,000.00
Insulation (and fire sealing)	17,000.00
Masonry Allowance	60,000.00
Gutters / skuppers and downspouts	6,000.00
Mailboxes	1,400.00
Painting	32,000.00
Railings - Balconys stairwells	30,000.00
Plumbing / concrete cut / Gas Pipe	73,000.00
Stairs	8,000.00
Stair Railings	2,500.00
Steel	2,500.00
Roofing	60,000.00
window coverings	2,400.00
Total Construction	$ 1,227,000.00
Contingency	$ 100,000.00
GC Fee	
Total Construction	**$ 1,327,000.00**

Description	Contract amount
Asphalt /,10" stone, stripe,	32,136
Concrete Flatwork and curb	3,250
Excavation for bldg, balance excess, backfill	10,000
Erosion control	0
Excavation / / site work/ topsoil respread	5,000
Excavation Detention ponds	0
Fencing - silt	1,000
Fencing temporary	1,500
Site Stone building / concrete	7,500
Landscaping - Plantings allowance	18,000
Lighting - Park Electric in building electric bid for lights	2,500
Permit, site development allowance	16,523
Sewer (Sanitary), storm, water undergrounds reconne	7,500
Storm Sewer / see L391	8,000
Site dumpster doors	4,000
Trash Enclosure Included in xcellent masonry bid	9,500
Concrete trash enclosure see L130	4,500
Utility Connection & Pads for Site COM-ED	4,000
Utility Connection NICOR	2,500
Tree Removal	3,500
Water service and connections Road repairs	80,000
SUBTOTAL	**220,909**
Contingency	22,091
GC Fee	
TOTAL	**$243,000**

Permits and fees Estimates awaiting approval				
	Building Permit			15,000
	Public Building fee / FSCI life safety			0
	Road maintenance fee			5,000
	Electrical Permit			0
Need Refinement	Park Fees 2 Bedroom	0	1,804	0
	Park Fees 1 Bedroom	5	1,657	8,285
	Fire District Impact	5	83	415
	School fee 2 Bedroom	0	813	0
	School fee 1 Bedroom	5	19	95
	Police/Street/Library	5	737	3,685
	Municiple impact fee commercial	0	6,395	0
	Sanitary fees,	3	3,446	10,338
	Water fees,	6	9,500	57,000
	Village Engineering Fee and review fees / miscellaneous			28,000
Total fees				127,818
Soft cost				
	Architectural Fees 26.5, cost certification 15.00			38,000
	Engineering, Topo and Survey			10,000
	Landscape and Misc Design Fee			15,000
	Legal and Closing cost			0
	Review Fee			0
	Marketing			0
	Appraisal / 3rd party fees			0
	Title and recording		5,000	
	Owners liability ins		10,682	
	Financing fee		0	
	Sprinkler fee		3,500	
			82,182	
Total permits and fee projection				$ 210,000.00

Our Company and Anchor Tenant updates

Empower Home Health is a skilled home health company currently located in Carpentersville, IL and employing a full time administrative, clinical and sales staff in addition to our clinical field force.

In 2021, we had **over 1856 admissions** from local hospitals and medical facilities/clinics including OrthoIL and NM Huntley and McHenry Medical Centers **representing a footprint in our community of over 24,650 skilled nursing, OT or PT visits**.

Empower Home Health completed year 2 of business with over $4.9MM annualized revenue and growing.

Our current administrative staff of 15 full time professionals and 80 field clinicians will increase as the business continues to grow and scale to meet the needs of the community. Empower Home Health is looking to add additional services lines, including an Outpatient Therapy clinic specific to the aged population set to open in Winter 2022.

This opportunity downtown will offer our staff dining venues, access to major highways, and is central to our clients and clinicians as well as office space for the continued growth of our family of companies.

We anticipate that the 5,000 sf "Grocery Store" will serve our immediate requirements with room for expansion and growth within the building.

With your assistance, 200 West Washington can be the long-term home to a quickly growing, locally owned professional medical business for decades to come.

So we are clear, the project is not a "Flip". It is a long term "Hold" and headquarters for our healthcare company.

EMPOWER
HOME HEALTH

Restating the Project and essence of time.

200 Washington Street is a shell that will need to be gutted to its very support structure.

Its not just lipstick and whipped cream … It's a complete renovation down to the studs.

Peel back the multiple layers of failed, collapsed roofing, then reinforce the decking and sheathing before installing new roof membranes and parapet wall caps. Move inside to mitigate the water in the basement, abate the mold, gut the layers of plaster to expose the mechanicals for removal and work to combine what seems to be at least three different veneers of face brick, then let's build what can be **The Jewel on the Fox!**

The original five structures will be reduced to four and come together into what will look to be a master planned, multi use building.

A phased fifth unit can be introduced as a restaurant or other destination to take advantage of the river.

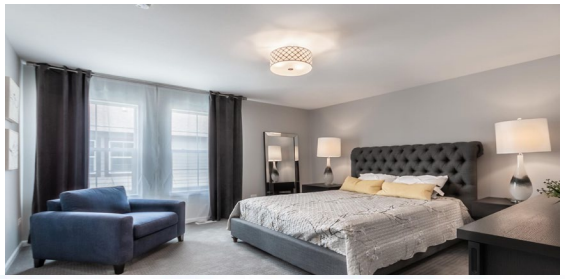
The residential units will have high end finishes with luxury kitchens and baths, granite counters, and high-end flooring. Afterall, this is the project with unimpeded views of the river, possibly the best in the area commanding top of the line treatment. We believe the site is so special that we continue to be supportive of the east parking area being converted to a community park amenity.

200 West Washington will have high end residences, state of the art commercial space, and views that we will be proud to attach our names and reputation to and be fully occupied with profitable businesses, on the tax rolls with many additional employees to support West Dundee businesses.

If anyone has any concerns or questions, please feel free to call Cliff Surges at 773-983-8893. This is my personal cell number to call anytime about any concerns.

Renderings and Concepts, setting expectations













Village of West Dundee
Annual TIF Projections
200 Washington Street - Lincoln Cornerstone

	2024 / 2025
Market Value (EAV x 3)	$ 1,800,000
EAV of Building (Market Value / 3)	$ 600,000
Annual Property Taxes (EAV * 9.84% 2021 TIF Tax Rate Payable 2022)	$ 59,040

Annual TIF Revenue	2023 / 2024	2024 / 2025	2025 / 2026	2026 / 2027	2027 / 2028	5 Year Cumulative TIF Revenue
TIF Revenue, Estimated 25% in 2023 / 2024 and 2% Increase Each Year Beginning in 2025 / 2026	$ 14,760	$ 59,040	$ 60,221	$ 61,425	$ 62,654	**$ 258,100**
70% of TIF Revenue Reimbursed to Lincoln - Maximum $466,000 Total	$ 10,332	$ 41,328	$ 42,155	$ 42,998	$ 43,858	**$ 180,670**
20% of TIF Revenue Reimbursed for Property Note - $200,000 Total	$ 2,952	$ 11,808	$ 12,044	$ 12,285	$ 12,531	**$ 51,620**

Annual TIF Revenue	2028 / 2029	2029 / 2030	2030 / 2031	2031 / 2032	2032 / 2033	10 Year Cumulative TIF Revenue
TIF Revenue Available, Estimated 2% Increase Each Year	$ 63,907	$ 65,185	$ 66,489	$ 67,818	$ 69,175	**$ 590,673**
70% of TIF Revenue Reimbursed to Lincoln - Maximum $466,000 Total	$ 44,735	$ 45,629	$ 46,542	$ 47,473	$ 48,422	**$ 413,471**
20% of TIF Revenue Reimbursed for Property Note - $200,000 Total	$ 12,781	$ 13,037	$ 13,298	$ 13,564	$ 13,835	**$ 118,135**

Annual TIF Revenue	2033 / 2034	2034 / 2035	2035 / 2036	2036 / 2037	2037 / 2038	15 Year Cumulative TIF Revenue
TIF Revenue Available, Estimated 2% Increase Each Year	$ 70,558	$ 71,969	$ 73,409	$ 74,877	$ 76,375	**$ 957,861**
70% of TIF Revenue Reimbursed to Lincoln - Maximum $466,000 Total	$ 49,391	$ 3,138				**$ 466,000**
20% of TIF Revenue Reimbursed for Property Note - $200,000 Total	$ 14,112	$ 14,394	$ 14,682	$ 14,975	$ 15,275	**$ 191,572**

Annual TIF Revenue	2038 / 2039					16 Year Cumulative TIF Revenue
TIF Revenue Available, Estimated 2% Increase Each Year	$ 77,902					**$ 1,035,763**
20% of TIF Revenue Reimbursed for Property Note - $200,000 Total	$ 8,428					**$ 200,000**

Village of
West Dundee

TO: Village President and Board of Trustees
Joseph A. Cavallaro, Village Manager

FROM: Kelly Mastera – Management Analyst

DATE: December 14, 2023

SUBJECT: Personnel Policies and Procedures Manual Update (Fire Lieutenants)

INTRODUCTION:

In December 2019, a comprehensive revision of the Village's Personnel Policies and Procedures Manual was completed. Since that time, several collective bargaining agreements have been negotiated between both the police union and the fire union and the Village of West Dundee.

These changes listed below are intended to create consistency between the Firefighters who have received these benefits over the last two contracts and the Fire Lieutenants who are still subject to the Village's Personnel Policies and Procedures manual which had not been updated to reflect these items. Please be reminded that the Fire Lieutenants were initially excluded from the inclusion in the unionization of the Fire Department several years ago.

Additionally, the changes proposed are intended to promote fairness and consistency between similar levels of sworn positions within both the Police and Fire Departments, as Police Sergeants are included as union members in the police union.

BACKGROUND:

The following items have been reviewed and proposed for inclusion in the Village's Personnel Policies and Procedures manual for the non-union Fire Lieutenants:

1. **3.6% Stipend instead of Holiday Pay**: Non-union Fire Lieutenants should be eligible for a 3.6 percent stipend instead of holiday pay, as provided in the CBA for our union firefighters. This adjustment will ensure parity and equitable compensation for all our officers. Beginning November 1, 2023, the Village would no longer pay the Lieutenants holiday pay; on November 1, 2024, they would receive the 3.6% stipend.

2. **Fitness Stipend Equality**: Current practice is that lieutenants participate in the annual fitness incentive. However, it needs to be formalized in the personnel manual, and the fitness incentive rate would be set at the same rate for the union members This will create an incentive for fitness and wellness, fostering a culture of health and fitness throughout the Fire Department.

3. **Special Teams Pay:** Non-union Fire Lieutenants who lead or are members of special teams should receive special teams pay of $600, following the terms outlined in the

Union contract. This adjustment recognizes special team leaders' and members' additional responsibilities and contributions.

4. **Stipends for Officer I and II:** The current practice of paying Fire Lieutenants for Fire Officer I and II also needs to be formalized in the personnel manual. Currently, the personnel manual states that Firefighters get a $600 stipend for Fire Officer I, and Lieutenants get a $600 stipend for Fire Officer II. The language related to firefighters needs to be removed, as it is part of the collective bargaining agreement. Also, Fire Lieutenants will need to obtain Fire Officer II, as they should already have Fire Officer I in their position.

5. **Expanded Compensatory Time (Comp Time) Hold**: Non-union Fire Lieutenants should be granted an expanded comp time hold of up to 240 hours, in line with the collective bargaining agreement for our union firefighters.

6. **10th Vacation Day at Year 23:** Extend the provision for the 10th vacation day, as stipulated in the collective bargaining agreement for union firefighters, to non-union Fire Lieutenants. This will ensure consistency in vacation day accrual, providing competitive benefits for all our employees.

As a closing note, due to the recent passage of several legislative updates to statutes such as the Victims' Economic Security and Safety Act (VESSA), the Illinois Blood Donation Act, and the Illinois Personnel Record Review Act, it is probable that the Village will need to make amendments to our Personnel Policies and Procedures manual to reflect the legislation. Staff are currently reviewing these matters, and once finalized, the revisions will be presented to the Village Board for discussion and review.

RECOMMENDATION:

It is respectfully requested that the Village Board adopt the attached Ordinance amending the Municipal Code related to the Village's Personnel Policies and Procedures Manual.

MOTION: Move to Adopt an Ordinance Amending and Approving Updates to the Village Personnel Policies and Procedures Manual

If you have any questions, please feel free to contact me.

Attachment

CC: Michael Spiro – Fire Chief, Village of West Dundee

ORDINANCE 23 - XX

AN ORDINANCE AMENDING AND APPROVING UPDATES TO THE VILLAGE PERSONNEL POLICIES AND PROCEDURES MANUAL

WHEREAS, the Village of West Dundee, Kane County, Illinois (the "Village") is a duly organized and validly existing home-rule municipality pursuant to Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970, and thus may utilize any power and function to further its governmental affairs; and,

WHEREAS, it is necessary to adapt the Village Personnel Manual to current legal requirements, industry standards, and the evolving needs of the village workforce;

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WEST DUNDEE, KANE COUNTY, ILLINOIS, that:

Section 1: The updates and amendments to Title 1 Chapter 9 Personnel Policies and Procedures, as attached hereto and incorporated by reference, are hereby approved and adopted.

Section 2: This ordinance shall take effect on December 19, 2023. The amended Village Personnel Manual shall be distributed to all village employees promptly, and they shall be made aware of the changes.

Section 3: If any provision of this ordinance or its application to any person or circumstances is held invalid, the invalidity does not affect other provisions or applications of this ordinance that can be given effect without the invalid provision or application.

Section 4: All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of the conflict.

Section 5: The amended Village Personnel Manual shall be made available to the public in the village offices and on the village website.

Section 6: The Village Board authorizes the Village Manager or designee to take any further actions necessary to implement the provisions of this ordinance.

PASSED:_____,2023

AYES: _____
NAYES: _____
ABSENT: _____

_____
Christopher Nelson, Village President

ATTEST:

_____
Mary Jo Pape, Village Clerk

Excerpt from the Village Policies and Procedures Manual

1-9-2: **COMPENSATION:**

A. Merit Compensation Plan: It is the goal of the Village of West Dundee to compensate all employees of the Village with a salary commensurate with the relevant labor market value of their position and individual job performance. Major objectives of the Village's merit compensation plan include:

1. To provide for recognition of, and reward for, differences on individual employee performance.

2. To ensure internal equity and consistency within and between the various departments of the Village.

3. To establish and maintain salary rates which are competitive with the prevailing rates of compensation for comparable work in comparable public jurisdictions and private firms within the area; thereby allowing the Village to attract and retain a qualified work force.

4. To provide standard methods and procedures for establishing and applying rates of pay throughout the organization.

B. Starting Rate Of Compensation: As part of the annual budget process, the Village Manager shall present to the Village Board a listing of all authorized full time positions within the Village and the minimum/maximum pay range for each such position.

When the education, training, or experience of the applicant is substantially superior to the requirements of the position and justifies a beginning salary in excess of the minimum compensation, the Village Manager may, upon the recommendation of the Department Director, authorize an appointment to a position at a higher rate of pay within the appropriate pay range.

The Village Manager may also authorize an appointment to a position at a higher rate of pay within the appropriate pay range when a particularly difficult recruiting problem for a position is found to exist.

C. Performance Appraisals: Full time employees of the Village should receive, as a minimum, an annual performance evaluation on a form approved by the Village Manager. All performance evaluations must be in written form and discussed personally with the employee.

Based on the results of the employee's performance evaluation, employees may be eligible for a salary increase according to merit one time per year.

Regular part time employees may receive the annual cost of living increases that may be awarded to full time employees. They are not, however, part of the Village's "step plan" that is in place for full time employees and their rate of compensation will be periodically reviewed by the Village Manager.

D. Overtime: All nonexempt employees are eligible for overtime compensation. Those executive, administrative, and professional employees, as identified by the Village Manager using the guidelines established by the State of Illinois, are not eligible to receive overtime compensation.

Excerpt from the Village Policies and Procedures Manual

All nonexempt employees eligible for overtime compensation will be paid for time worked in excess of forty (40) hours in a workweek at one and one-half (1½) times their regular or base rate of pay. These provisions may vary if the employee is a member of a bargaining unit and their contract stipulates otherwise. Sworn Police and Fire Department employees will be paid overtime compensation pursuant to section 553.230 of title 29 of the code of federal regulations. The only hours which will not be counted as hours worked are the hours the employee has for excused sick time.

Procedures for overtime are as follows:

1. Overtime scheduling in all Village departments must be approved by the Department Director prior to the scheduling of overtime. Exceptions can be made to account for the providing of emergency services. "Emergency services" can be defined as severe weather conditions, utility system breakdown, or necessary public safety measures.

2. No Village employee will be paid overtime compensation for attending school, training sessions, or department meetings unless attendance is required by the Village and cannot be scheduled during regular working hours. Time required to travel to and from such sessions will not qualify for overtime compensation.

3. Overtime compensation shall be paid in increments of fifteen (15) minutes. An employee called back to work after having left work, or while otherwise off duty, shall be compensated for a minimum of two (2) hours' pay, unless the time extends to his/her regular work shift, in which case the employee will be compensated only for the actual time worked outside his regular shift. The employee will receive no minimum compensation if the employee is called back to rectify his/her own error, instead, the employee will receive straight compensation for actual time worked or overtime pay if the work qualifies for overtime. If the employee who is called back works for more than two (2) hours, he/she shall be compensated for the actual time worked.

E. Compensatory Time: Nonexempt employees may elect compensatory time in lieu of overtime compensation. This election of compensatory time off in lieu of overtime compensation must be agreed to between the employee and his/her supervisor prior to the work being performed, otherwise, overtime compensation shall be paid.

Compensatory time off, if elected and approved by the employee's supervisor, will be granted at a rate of one and one-half (1½) hours of compensatory time off for every hour of overtime worked. Employees may accumulate up to a maximum of eighty (80) hours of compensatory time. Any overtime exceeding eighty (80) hours of compensatory time off will be paid as overtime compensation.

Fire Lieutenants compensatory time is accrued at a rate of 1 ½ hours per hour for each hour worked above the normal scheduled 24/48 shift if the employee chooses the compensatory time rather than pay. During any given fiscal year, a fire lieutenant cannot exceed 240 hours of accrued and unused compensatory time. Fire Lieutenant's may carry over up to 240 hours of compensatory time into the next fiscal year. Compensatory time earned in excess of 240 hours per fiscal year will be paid at the employees regular rate of pay. Compensatory time accrual includes call backs, special teams, training, late calls, meetings, EMS continuing education sessions

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and any other department business.

With the exception of Fire Lieutenants, ~~A~~all compensatory time off accumulated but not used prior to May 1 of each year exceeding forty (40) hours will be paid off as overtime compensation and will be paid at the regular rate earned by the employee at the time the employee receives such payment. The remaining compensatory time earned (not to exceed 40 hours) shall remain and may be utilized as described above. Upon termination, an employee shall be paid for unused compensatory time off at a rate of compensation not less than:

1. The average regular rate received by such employee during the last three (3) years of employment; or

2. The final regular rate received by such employee, whichever is greater.

F. Working Out Of Classification: Employees temporarily assigned to another position with a higher rate of compensation may be compensated at the starting rate of pay for the higher position, or receive a five percent (5%) pay increase (whichever is greater) for all hours so worked with the approval of the Village Manager.

~~G.~~ Additional Compensation; ~~State Fire Marshal Certification: In order to recognize and reward those Firefighters/paramedics who have achieved the Office of the State Fire Marshal Certification as Fire Officer Level I, they are to be awarded an additional sum of six hundred dollars ($600.00) per year, payable as of May 1 of each year.~~

Fire Lieutenants who have achieved the Office of the State Fire Marshal Certification as Fire Officer Level~~s I II~~ are to be awarded an additional sum of six hundred dollars ($600.00) per year, payable as of May 1 of each year. After May 1, 2024, Fire Lieutenants who have achieved the Office of the State Fire Marshal Certification as Fire Officer Level II are to be awarded an additional sum of six hundred dollars ($600.00) per year, payable as of May 1 of each year.

The Fire Department has needs in areas that require specialized training. This specialized training requires additional time to achieve the skills required to be a member of the team, as well as additional training and drills to maintain the appropriate knowledge and skills. Therefore, the Village will pay an additional incentive bonus to individuals willing to become, and function as members of specialized teams functioning within the Department.

- Specialized Teams approved for pay incentives include:
  - TRT
  - Hazardous Materials
  - Dive
  - Swift Water
  - Fire Investigations
- Team membership shall follow MABAS team requirements. Team appointment and participation will be at the discretion of the Team Leader and the Chief.
- Members must achieve all certifications, training, and meet all drill requirements to be in good standing with the team, and eligible for any incentive.

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Excerpt from the Village Policies and Procedures Manual

- Members who commit to being a member of a specialized team shall receive $600.00 annually paid in February, after in good standing notifications come out. This incentive is only paid to individuals who are team members in good standing.
- Any member not meeting the requirements for being on the team will not receive any incentive attached to being involved on that team.
- Requirements will be set by the team leader.
- Employees required to attend team CE or Quarterly Division drills during their shift day may have coverage provided for duty hours based on the minimum manning section of this agreement and subject to staffing. Employees who attend Special team CE or Quarterly Division drills not on shift shall be paid 1 ½ time regular hourly rate by employee's choice of pay or compensatory time to be used at a later time.
- In order to receive the special team stipend all minimum requirements must be met by the member. Specialty team training compensation is paid for the minimum requirements, and training compensation for training over what is needed to meet the minimum requirements will not be paid unless the training is approved by the Fire Chief before the scheduled training date.

Any fees or costs associated with IDPH or OSFM licenses or certifications that the Village deems necessary for employment shall be reimbursed by the Village upon proof of payment and copy of license or certification to the Fire Chief or Training Officer.

Fire Lieutenants who are the appointed as EMS/Designated Infection Control Officer (DICO) shall receive a $1000 incentive to their May 1st payroll.

Fire Lieutenants who annually complete a department administered fitness test resembling the CPAT (Candidate Physical Ability Test) shall be paid a $350 incentive. The test shall be administered in the month of October and those eligible for the incentive shall be compensated on the first payroll check in November.

~~H.~~G. Wage Notifications: Each pay period, employees will receive written notification of their hours worked, rate of pay, overtime pay and overtime hours, gross wages, an itemization of all deductions, wages and deductions year to date.

~~I.~~H. Severance: The Village will not grant severance except through a written agreement signed by the employee and by the Village Board .

~~J.~~I. Method of Payment: Employees will not be paid in cash. Employees will be paid by direct deposit unless they elect to be paid by check.

~~K.~~J. Recordkeeping**:** Regardless of an employee's status as either an exempt employee executive, the Village shall make and maintain, for a period of not less than three (3) years, the following true and accurate records for each employee: the name and address, the hours worked each day in each work week, the rate of pay, copies of all notices provided to the employee under this policy, the amount paid each pay period, all deductions made from wages or final compensation, and the number of vacation days earned for each year and the dates on which vacation days were taken and paid.

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Excerpt from the Village Policies and Procedures Manual

~~L.~~K. Notice of Rate of Pay and Changes in Pay: The Village will notify an employee in writing, at the time of hiring, of the rate of pay. An employee commencing work shall reflect mutual assent to the rate of pay, i.e., a description of all wages and compensation of any kind.

The Village shall not change an agreement regarding the payment of wages and compensation without first notifying the employee prior to the effective date of the change. The Village shall place the arrangement in writing at the time of the change and present the change to the employee unless impossible to do so, but in any event such written notice shall be provided as soon as practicable.

1-9-3: **BENEFITS:** Employee benefits are part of the Village's overall compensation plan and are intended to encourage loyal service to the Village. Major benefits and service programs include vacations, insurance coverage, retirement programs, and training.

A. Vacation: All regular full time employees may receive a stated vacation period with pay. Part time employees who work a minimum of one thousand (1,000) hours on an annual basis and participate in a Village sponsored retirement program shall receive a prorated amount of vacation time based on the number of hours actually worked in comparison to that of a full time employee. Vacation days must be taken during the calendar year in which they are earned, or the vacation accrual will be lost. In unusual circumstances, vacations may be postponed to not later than the next calendar year upon recommendation of a Department Director and approval of the Village Manager. Any vacation days carried over to the next calendar year must be used by April 30 of that year. In the event of a postponed vacation, not more than one year's vacation period shall be taken at one time without the prior approval of the Village Manager.

Employees will begin to accrue vacation in the first full calendar month of employment. Employees may not take the accrued vacation until after they have completed one hundred eighty (180) days of service. Vacation earned shall be determined by length of service and shall be in accordance with the following schedule:

Length Of Service	Full Time Employee	24 Hour Shift
First partial year of employment	6.67 hours per month	10.00 hours per month
Completed calendar years 1-5	80 hours per year	120 hours per year
Completed calendar years 6-13	120 hours per year	168 hours per year
Completed calendar years 14-20	160 hours per year	
Completed calendar years 14-24		216 hours per year
Completed calendar year 21	168 hours per year	
Completed calendar year 22	176 hours per year	

Excerpt from the Village Policies and Procedures Manual

Completed calendar year 23	184 hours per year	240 hours per year
Completed calendar year 24	192 hours per year	
Completed calendar year 25 or more	200 hours per year	~~240 hours per year~~

Vacation schedules shall be determined in each department by the Department Director . Individual employee convenience will be considered, but Village needs will dictate actual dates. If a conflict in scheduling arises, a lottery will be drawn to determine vacation scheduling. Employees must submit vacation requests to their supervisors no later than thirty (30) days prior to the requested vacation.

Vacation time must be taken in blocks of time of no less than four (4) hours.

Upon separation from employment, a lump sum payment of earned vacation benefits will be provided to all employees.

The following positions shall be entitled to three (3) vacation days each year in addition to their regular accrued vacation: Finance Director, Director of Public Works, Fire Chief, Police Chief, Community Development Director and Police Lieutenant.

The Village Manager's position shall be entitled to five (5) additional vacation days in addition to his regular accrued vacation.

Employees on leave of absence without pay shall not accrue vacation during the period of their leave.

Any and all references to vacation days noted on an employee's payroll stub are for general reference and planning purposes only and do not affect the normal accrual process as described above. Thus, if an employee leaves prior to the completion of the year, the vacation days will be prorated as described above.

B. Holidays: The Village observes the following twelve (12) paid holidays:

New Year's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving
Christmas Day
Five (5) floating holidays

When any holiday falls on a Sunday, the following Monday shall be observed as the paid holiday. If the holiday falls on a Saturday, the preceding Friday shall be observed as the paid holiday.

Excerpt from the Village Policies and Procedures Manual

Nonexempt employees are not eligible for holiday pay until after they have completed thirty (30) days of service.

The five (5) floating holidays must be used each calendar year or else they will be lost. Employees hired after January 1 of any year shall receive a prorated number of floating holidays which is calculated on the number of full completed months worked in that given year.

Floating holidays must be taken in blocks of time of no less than eight (8) hours (12 hours for a 12 hour shift or 24 hours for a 24 hour shift). Exceptions to this procedure must be prior approved by the Department Director.

Any employee who wishes to take a day off conforming to their religious/personal beliefs (in addition to the holidays listed above) may, with proper notification to their Department Director, take the day off as a vacation day, floating holiday, or without pay.

If an employee is required to work on a scheduled holiday, they should be compensated as follows:

1. Holiday pay for eight (8) hour positions:

   a. If the employee works on an established holiday, the employee shall be paid eight (8) hours' holiday pay plus straight time for any time actually worked. If regular hours are in excess of forty (40) hours for that workweek, the pay rate will be time and one-half for every hour worked in excess of forty (40) hours.

   b. If scheduled to work but take the holiday off: Eight (8) hours' holiday pay.

   c. If not scheduled and do not work: Eight (8) hours' holiday pay.

2. Holiday pay for twelve (12) hour positions:

   a. If holiday is worked: Twelve (12) hours' holiday pay plus twelve (12) hours' regular pay. If regular hours worked are also in excess of forty (40), pay rate will be time and one-half for every hour worked over forty (40).

   b. If scheduled to work but take the holiday off: Twelve (12)) hours' holiday pay.

   c. If not scheduled and do not work: Eight (8) hours' holiday pay.

3. Holiday pay for twenty four (24) hour positions:

   Any Fire Lieutenant shall receive a holiday pay stipend in the amount of 3.6% of their yearly salary. A Lieutenant whose employment is terminated after November 1, of that calendar year, the Village may deduct from the final paycheck an amount prorated based upon the holidays specified in section B which have not occurred.

   Holiday Pay shall be paid on the first payroll of November with the appropriate pension

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deductions. Federal taxes elected to be taken pursuant to individual desires or direction.

~~a. If the employee works on an established holiday, the employee shall be paid twenty four (24) hours' holiday pay plus straight time for any time actually worked. Holiday pay shall be considered as time worked for overtime benefits that the employee may be entitled to for that seven (7) day work period.~~

~~b. If scheduled to work but take the holiday off: Eight (8) hours' holiday pay.~~

~~c. If not scheduled and do not work: Eight (8) hours' holiday pay.~~

Note: Holiday pay for part time Firefighters shall be administered as follows: All holidays, with the exception of Christmas Day and New Year's Day will be observed from seven o'clock (7:00) A.M. the day of the holiday to seven o'clock (7:00) A.M. the following day. Christmas Day and New Year's Day will be observed from five o'clock (5:00) P.M. the previous day to five o'clock (5:00) P.M. the day of the holiday.

Non Fire Department Part time employees who work a minimum of one thousand (1,000) hours on an annual basis and participate in a Village sponsored retirement program shall receive a prorated amount of holiday hours based on the number of hours actually worked in comparison to that of a full time employee.

C. Sick Leave, Absences, And Tardiness:

1. Sick Leave: The Village provides all regular full time employees paid sick leave to enable the employee to have available a period of compensated time off in the event of illness or injury. Non Fire Department Part time employees who work a minimum of one thousand (1,000) hours on an annual basis and participate in a Village sponsored retirement program shall receive a prorated amount of sick leave hours based on the number of hours actually worked in comparison to that of a full time employee. The Village encourages all eligible employees to accumulate as many sick leave hours as possible to help ensure continuous payment for serious illness or medical leave. Sick leave benefits may be used for the following purposes:

a. Any personal illness or injury.

b. Employees may use paid sick leave benefits for absences due to an illness, injury, or medical appointment of the employee's child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent, for reasonable periods of time as the employee's attendance may be necessary, on the same terms upon which the employee is able to use sick leave benefits for the employee's own illness or injury.

The use of paid sick leave benefits for absences due to an illness, injury, or medical appointment of the employee's child, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent is limited to the personal sick leave that would be accrued during six (6) months at the employee's then current rate of entitlement. In other words, 50% of an employee's accrued sick days are available to use to take care of relatives.

The term "paid sick leave benefits" means time accrued and available to an employee to be used as a result of absence from work due to personal illness, injury, or medical appointment, but does not include other absences from work for which compensation is provided by the Village.

2. Provisions Of Sick Leave Policy: The provisions of the sick leave policy are as follows:

a. Employees will begin to accrue paid sick leave after they have completed one hundred eighty (180) days of service. Thereafter, each individual employee may accrue eighty (80) hours of sick pay per calendar year (120 hours for 24 hour shift) with a maximum of eight hundred eighty (880) sick hours at any point during their employment with the Village (1,320 hours for 24 hour shift). Sick leave shall accrue at the rate of 6.67 hours for each full completed month of employment (10 hours for 24 hour shift).

b. Each January, the Village will buy back from covered employees all unused sick leave in excess of eight hundred (800) hours (1,200 hours for 24 hour shift) which had been accrued and earned at the end of the prior calendar year at fifty percent (50%) of the employee's straight time hourly rate of pay. This fifty percent (50%) "buy back" may be transferred to an equal amount of vacation days upon the request of the employee and the approval of the Department Director .

c. Employees who have used all of their sick days and who become ill may use any outstanding vacation days or floating holidays or may take a sick day without pay. Employees on leave of absence without pay shall not accrue sick leave during the period of their leave.

d. Illness or injury requiring absence from work must be reported to the employee's supervisor before the assigned starting time or as soon as possible before the start of the employee's shift. The employee is responsible for making a daily report thereafter for the duration of the illness or injury. An employee whose job requires a substitute for a particular shift must give notice at least two (2) hours in advance of his or her assigned starting time. Three (3) consecutive days' absence without notice will be considered voluntary termination of employment by the employee. A medical certificate may be required for sick leave of more than two (2) consecutive days or in instances where the employee is suspected by their Department Director of abusing the sick leave policy, with prior approval of the Village Manager.

e. Failure to provide proper notice or a medical certificate upon request may result in disciplinary action, up to and including immediate termination of employment.

f. Sick leave must be used in blocks of time of no less than two (2) hours except for instances where the employee is to attend a scheduled medical appointment which cannot be scheduled during the employee's non-work hours, in which case, they may take sick leave in two (2) hour increments upon prior notice and approval from their superior.

g. Any and all references to sick days on an employee's payroll stub are for general reference and planning purposes only and do not affect the accrual process as described above.

h. Any employee who retires from the Village in good standing and is eligible to receive a pension (IMRF, Police Pension, Fire Pension) within a six (6) month period following their retirement shall receive fifty percent (50%) of all accrued earned unused sick leave. Minimum service levels to the Village for each pension classification shall be as follows:

IMRF Tier I	8 years' employment with the Village of West Dundee
IMRF Tier II	8 years' employment with the Village of West Dundee
Police pension	20 years' employment with the Village of West Dundee
Fire pension	20 years' employment with the Village of West Dundee

3. Sick Leave Abuse: Abuses of the sick leave benefits will not be tolerated. Sick claims will be investigated fully for their validity by the Department Director or his/her designee, and sick leave may be disallowed.

D. Funeral Leave: Regular full time employees may be given up to three (3) days with pay upon the death of a member of his/her immediate family. "Immediate family" is defined as the employee's spouse, parent, stepparent, *child, *stepchild, brother, sister, father-in-law, mother-in-law, or grandparent. This leave may be extended for an additional two (2) days (5 days total) upon the recommendation of the Department Director and prior approval of the Village Manager. *See Subsection 1-9-3.E, Child Bereavement Leave Policy.

E. Child Bereavement Leave Policy:

This policy has been adopted by the Village pursuant to the Illinois Child Bereavement Leave Act, 820 ILCS 154 (the "Act"), and shall be interpreted and implemented to be consistent with the Act.

As used in this policy, "child" means an employee's son or daughter who is a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis. This policy shall apply to all employees who are covered by the Family and Medical Leave Act (FMLA) of 1993.

All employees shall be entitled to use a maximum of 2 weeks (10 work days) of unpaid bereavement leave to: (1) attend the funeral or alternative to a funeral of a child; (2) make arrangements necessitated by the death of the child; or (3) grieve the death of the child.

This bereavement leave must be completed within 60 days after the date on which the employee receives notice of the death of the child. The employee must provide the Village with at least 48 hours' advance notice of the employee's intention to take bereavement leave, or as soon as possible if 48 hours is not practicable and reasonable under the circumstances.

The Village may require reasonable documentation, such as a death certificate, a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or government agency. While the Village will not prevent bereavement leave on the basis of documentation being unavailable immediately after the death, the Village may require such documentation before, during or after the leave.

In the event of the death of more than one child in a 12-month period, an employee is entitled to up to a total of 6 weeks of bereavement leave during that 12-month period. However, consistent with the Act, the employee shall not be able to combine child bereavement leave with FMLA leave

such that the employee would take more than 6 weeks of unpaid leave in a 12-month period.

Employees may choose to substitute any number of days of other paid or unpaid leave (which they may have accrued or to which they may be entitled) for the equivalent number of days of child bereavement leave to which they may be entitled under this Policy and the Act. Employees electing to substitute other leave in this manner must notify the Village prior to taking child bereavement leave.

F. Jury/Witness Duty: An employee shall be given time off without loss of pay or accumulated benefits when asked to serve on a jury or when subpoenaed to appear before a court, public body, or commission with or arising from Village business. Any compensation received as a result of serving on jury duty shall be signed over to the Village of West Dundee.

No employee will receive pay for time not worked while acting as a witness in any manner not related to the Village or the employee's employment with the Village. No employee will receive pay for time not worked while participating in an action filed by the employee against the Village.

Employees summoned to jury duty or subpoenaed to testify in court or other proceedings must immediately notify their Department Director so that proper arrangements for the employee's absence may be made. Failure to timely notify their Department Director may result in the employee not being compensated for such civil duty.

G. Employee Voting Leave: Under the Illinois Employee Voting Leave Act, 10 ILCS 5/17-15, eligible employees may receive up to two (2) hours of paid time off for the purpose of voting on election day after obtaining approval from their Department Head prior to the day of the election.

To be eligible for this benefit, the employee must be entitled to vote and unable to cast their vote between the time of opening and closing the polls.

H. Employee Blood Donation Leave: Under the Illinois Employee Blood Donation Leave Act, 820 ILCS 149/1, eligible employees may receive up to one (1) hour of paid time off every 56 days for the purpose of donating blood after obtaining approval from their Department Director .

To be eligible for this benefit, the employee must be a regular full-time employee who has been employed for a period of six (6) months or more.

I. Employee School Visitation Leave: Under the Illinois School Visitation Rights Act, 820 ILCS 147/1, eligible employees may receive up to eight (8) hours of unpaid time off during the school year to attend necessary educational or behavioral conferences at the school their children attend after obtaining approval from their Department Director .

To be eligible for this benefit, the employee must be a regular employee who has been employed for a period of six (6) months or more and has exhausted all accrued paid off-time and holiday time. The employee must also present the Village with a verification statement from the school within two (2) working days of the unpaid leave to be eligible for the benefit protections afforded under the Act.

J. Military Leave: Employees will be granted unpaid military leave as required by State and Federal

law.

In accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA), and the Illinois Service Member Employment and Reemployment Rights Act (ISERRA), reemployment rights generally extend to persons who have been absent from a position of employment because of service in the uniformed services. Service in the uniformed services means the performance of duty on a voluntary or involuntary basis in a uniformed service, including, but not limited to:

1. Active Duty and Active Service (See 330 ILCS 61/1-10)
2. Active Duty Training
3. Inactive Duty Training
4. Funeral Honors Duty (See 10 U.S.C. 12503: 32 U.S.C. 115)
5. Reserve Component Active Service (See 330 ILCS 61/1-10).

In general, to be eligible for reemployment:

1. The Village must have advance notice of the employee's service;
2. The employee must timely return to work or apply for reemployment; and
3. The employee must not be separated from service with a disqualifying discharge or under other than honorable conditions.

Procedures:

1. As soon as an employee is aware that he or she will be absent because of service in the uniformed services, the employee must notify his or her supervisor. Notification in writing is preferred, but verbal notification is acceptable. This is only for purposes of notice, and not to seek permission. No permission is required to take military leave, but advance notice is required to secure the employee's rights under this policy and the related laws.

2. Under Illinois law, an employee who will be absent because of service in the uniformed services may, in some circumstances, be eligible to receive "differential pay," i.e., his or her regular compensation minus his or her base pay for military services. Illinois law controls in the event of any conflict between it and this policy. Employees may also be entitled to concurrent compensation under ISERRA. Differential pay and concurrent pay will be provided according to ISERRA and any implementing regulations.

During leaves for annual training, where applicable under Illinois law, an employee can continue to receive his or her regular compensation. Further, during leaves for basic training, active service or inactive duty as defined in ISERRA, and for any other training or duty required by the United States Armed Forces, if the employee's compensation for military activities is less than his or her compensation as an employee, he or she can be eligible under Illinois law to receive his or her regular compensation as an employee minus the amount of his or her base pay for military activities. Illinois law controls in the event of any conflict between it and this policy.

An employee who is a member of any reserve component of the United States Armed Services, including the Illinois National Guard, who is mobilized to active military duty as a result of an order of the President of the United States, can be eligible under Illinois law to continue to receive the

same regular compensation that he or she receives as an employee at the time he or she is mobilized to active military duty, plus any health insurance and other benefits he or she is receiving or accruing at that time, minus the amount of his or her base pay for military service, for the duration of his or her active military service. Illinois law controls in the event of any conflict between it and this policy.

3. Except as otherwise provided by law, health care coverage for employees on military leave will continue for thirty-one (31) days as long as employees pay their normal premium co-payments of the cost of benefits. For military leave lasting longer than 31 days, employees will be eligible to continue health benefits under USERRA and will be required to pay 102% of the total cost of their health benefits if they wish to continue benefits. However, employees on military leave for active service shall not have to pay any portion of their health premiums. The employee may opt to discontinue participation in the group health insurance program but is entitled to re-enroll upon the return to active employment. Please contact Human Resources for further information. Illinois law controls in the event of any conflict between it and this policy.

4. For the time spent on military leave, the employee's performance evaluation or rating shall be no less than the average rating or evaluation over the three years immediately preceding the military leave.

Return to Work:

1. Generally, employees returning from military leave service are eligible to be reemployed in the job that they would have attained had they not been absent for military service, with the same seniority status and pay, as well as other rights and benefits determined by seniority.

2. The period an employee has to make application for reemployment or report back to work after military service is based on time spent on military duty. For service of less than 31 days, the service member must return at the beginning of the next regularly scheduled work period on the first full day after release from service, taking into account safe travel home plus an eight-hour rest period. For service of more than 30 days but less than 181 days, the service member must submit an application for reemployment within 14 days of release from service. For service of more than 180 days, an application for reemployment must be submitted within 90 days of release from service.

Village of
West Dundee

TO: Village President & Board of Trustees
Joseph A. Cavallaro, Village Manager

FROM: Anthony Gorski, Police Chief

DATE: December 18, 2023

SUBJECT: Parking Restrictions Near Dundee Highlands Elementary School

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INTRODUCTION:

Please be advised that as a follow-up to the meeting that was requested by a Dundee Highlands Elementary School parent over school safety and pedestrians and children crossing in and around Dundee Highlands Elementary School, several actions have been taken.

Based on a review of the circumstances, both the Village and Dundee Highlands Elementary School have committed to working cooperatively towards improving safety concerns in and around the area.

From the Village's perspective:

- We have implemented high-visibility crosswalks within a one-block radius of Dundee Highlands Elementary School.
- Our Police Officers have always been present at the school during morning drop off and afternoon pick up, but we are now asking our officers to get out of their vehicles to be more visible.
- We are reviewing additional signage in and around Dundee Highlands Elementary School regarding pedestrian crossings and school zone notifications, which will be added where it is identified as needed.
- Lastly, we reviewed the potential for additional parking restrictions in and around Fifth Street and Edwards Avenue. The Police Department is recommending new signage that would state 'No Parking, Stopping, or Drop Off on this Side of the Street Between 7:00 AM and 9:00 AM, and 1:00 PM and 3:00 PM on School Days'. A diagram is attached depicting the recommended changes. A draft ordinance is also attached authorizing these changes and posting the necessary signage.

MOTION: To adopt an Ordinance Amending Title 7, Chapter 2, Section 8 of the West Dundee Municipal Code, restricting parking in and around Dundee Highlands Elementary School as depicted providing for no parking, stopping, standing, or drop off on the street during school hours as outlined.

If you have any questions, please feel free to contact me.

CC: Dundee Highlands Principal, Doug Kouri
Neenah Kronin, West Dundee Resident

ORDINANCE 2023 – xx

An Ordinance Amending Title 7, Chapter 2, Section 8
To the Municipal Code of the Village of West Dundee, Illinois,

WHEREAS, the Village of West Dundee, Kane County, Illinois, is a home rule municipality as contemplated under Article VII, Section 6, of the Constitution of the State of Illinois, and the passage of this Ordinance constitutes an exercise of the Village's home rule powers and functions as granted in the Constitution of the State of Illinois;

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES, VILLAGE OF WEST DUNDEE, KANE COUNTY, ILLINOIS that:

Section 1: The foregoing recitals are hereby incorporated in this Section One as if said recitals were fully set forth herein.

Section 2: The following locations listed below are hereby added to Title 7, Chapter 2, Section 8 of Streets, Restricted Parking.

Street / Area	Times
Fifth Street on both sides, North of South Street for 75 feet	No parking, stopping, standing or drop off on this side of the street from 7:00 AM-9:00 AM and 1:00 PM – 3:00 PM on school days.
South Street, on both the North and South sides and East and West of Fifth Street for 100 feet	
Fifth Street, on the West side between South Street and Lisa Road for the entire length, and on the East side from South Street to the Dundee Highlands Elementary School driveway	
Fifth Street, South of Lisa Road on the West side for 180 feet, and on the East side from the Dundee Highlands Elementary School driveway, 100 feet to the South	
Edwards Avenue on the North side, from the Dundee Highlands Elementary School parking lot, 100 feet to the West, and on the South side from Ryan Lane for 180 feet to the west.	
Edwards Avenue on the South side, the entire length between Ryan Lane and Third Street, and on Ryan Lane South of Edwards Avenue, on both the East and West sides for 100 feet	

Section 3: Any policy, resolution, or ordinance of the city, or any part thereof, that conflicts with the provisions of this ordinance shall be and is hereby repealed to the extent of such conflict.

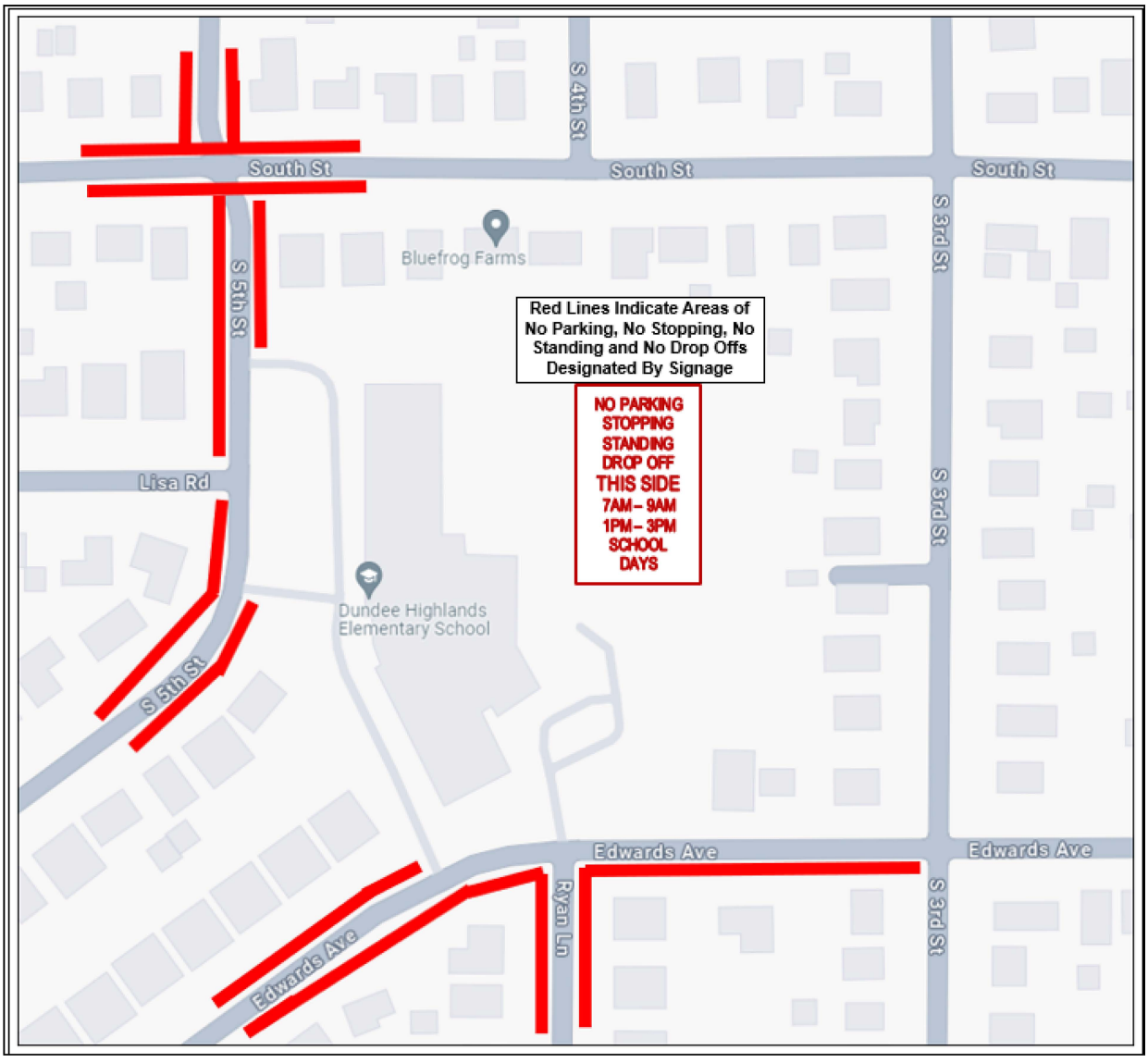
Section 4: The ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

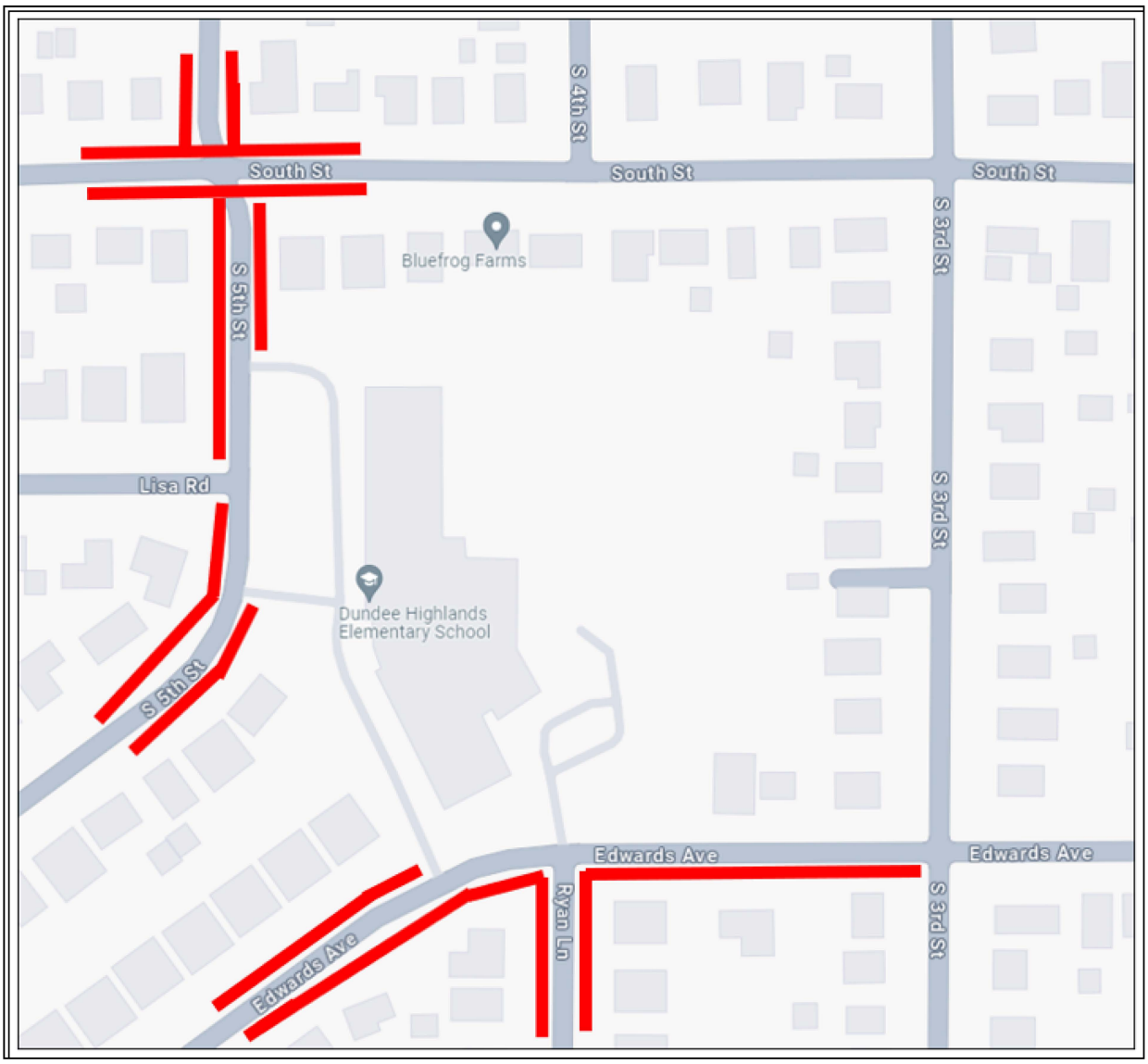
APPROVED and PASSED by the Board of Trustees of the Village of West Dundee, Kane County, Illinois, and approved by the President of said Village.

AYES:
NAYS:
ABSENT:

ATTEST:

Mary Jo Pape	Christopher Nelson
Village Clerk	Village President


S 4th St
South St
South St
South St
S 3rd St
Bluefrog Farms
S 5th St
Red Lines Indicate Areas of No Parking, No Stopping, No Standing and No Drop Offs Designated By Signage
NO PARKING
STOPPING
STANDING
DROP OFF
THIS SIDE
7AM – 9AM
1PM – 3PM
SCHOOL
DAYS
Lisa Rd
S 3rd St
Dundee Highlands Elementary School
S 5th St
Edwards Ave
Edwards Ave
Ryan Ln
S 3rd St
Edwards Ave


South St
South St
South St
S 4th St
S 3rd St
S 3rd St
S 5th St
S 5th St
Bluefrog Farms
Lisa Rd
Dundee Highlands
Elementary School
Edwards Ave
Edwards Ave
Edwards Ave
Ryan Ln
S 3rd St

Village of West Dundee

TO: Village President and Board of Trustees

FROM: Eric Babcock, Director of Public Works

DATE: December 13, 2023

SUBJECT: Authorization to Solicit Proposals - Canterfield Park

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INTRODUCTION:

With the clearing project nearly completed and the park equipment on order, staff is seeking authorization to solicit proposals for the construction of Canterfield Park.

BACKGROUND:

At the August 21, 2023 Regular Village Board Meeting, the clearing portion of the project was awarded to Clean Cut Tree Service of Grayslake, IL at a cost of $27,000. The contractor has reached substantial completion on this project.

At the October 2, 2023 Regular Village Board Meeting, the Board authorized the purchase of all equipment for Canterfield Park from five different vendors at a total cost of $132,820. All of the equipment has been ordered and will be delivered in mid-February of 2024 with the exception of the playground equipment, which will be held by the vendor until early spring at staff's request.

The construction portion of the project consists of physical development of the park to include construction of the parking lot, playground area, path, landscaping and installation of all purchased equipment.

Specifications and plans have been provided by Hitchcock Design Group, which are attached for your review and consideration, along with a project cost summary.

FISCAL IMPACT:

Below is a summary of the financials regarding the Canterfield Park project. In 2021, the Village submitted for grant funding for these park improvements with the State of Illinois for an OSLAD grant. The construction cost estimate at the time was $923,600, of which we received in-kind matching of $400,000 in grant funding, leaving a local share obligation of $523,600.

Based on the understanding at the time, future construction services, engineering, and dollar-matching construction costs for the project would be taken from park impact fees, West Dundee funds, and TIF funding.

Pursuant to the grant funding agreement, the Village has the obligation to fully fund the cost of the improvements and then seek reimbursement through the State of Illinois for the grant funding after the project is completed, so the full funding of the approximate $900,000 expenditure is on the Village.

Included within this year's budget, we provided a budgetary dollar amount of $914,000 towards this project in the Fund G – Main Street / Route 31 TIF.

Please be reminded that the Village entered into a professional services agreement with Hitchcock Design Group in the amount of $109,000 to complete the necessary engineering and plans for the project, of which $55,000 was taken from one-time development fees from last year's budget and $55,000 was taken from Park District land cash donations to pay for this obligation.

Subsequent to that for this year, we have authorized an additional $27,000 for the site clearing, as well as $132,820 for the outright equipment purchase. This leaves approximately $655,000 from the budgeted amount for the park improvements, which currently carries an engineering estimate of $658,000 for the remaining work.

The full funding for the project, as mentioned above, is the obligation of the Village and will be accounted for through TIF funds, but for accounting purposes, we are proposing a breakdown of the funding for the project as follows:

- $400,000 in grant funding as a reimbursement.
- $100,000 from land cash contributions from the Park District account, specifically attributable to the Continental Apartment development. There is currently approximately $775,000 on deposit in the Park District's land cash account.
- $100,000 from one-time development fees that have already been deposited in the Village's capital account.
- The remaining $323,000 would be taken from TIF proceeds based on the public park improvements located within the TIF District and the public improvement benefit to the growth of the TIF.

Due to the anticipated timing of construction of this improvement falling in the spring of 2024 and into the next fiscal year, these numbers will be clearly outlined and defined within the upcoming budget document, but for clarity purposes for the Board, they are noted above.

The authorization being requested is strictly for the solicitation of proposals, and not yet an expenditure of funds. Following receipt of proposals for this work, staff will present them to the Village Board for approval before notifying the lowest bidder to proceed.

RECOMMENDATION:

Therefore, it is respectfully requested and recommended that:

MOTION: Move to authorize staff to solicit proposals for the construction of Canterfield Park.

HITCHCOCK DESIGN GROUP
creating better places

Construction Documentation - Summary

Date: Tuesday, May 23, 2023
RE: **Canterfield Park Final Design**

Construction Costs						
Construction Costs	1	LS		$	658,489	
				Subtotal:		$ 658,489
by owner items	1	LS		$	149,063	
				Subtotal:		$ 149,063
				Construction Costs Subtotal:		$ 807,552

Other Project Costs						
design contingency (%)	1	LS	2.5%	$	20,189	
bid contingency (%)	1	LS	5.0%	$	40,378	
construction contingency (%)	1	LS	5.0%	$	40,378	
				Other Project Costs Subtotal:		$ 100,944

Design / Engineering Costs						
program and data gathering services	1	LS		$	13,900.00	
preliminary design services	1	LS		$	44,300.00	
final design services	1	LS		$	33,100.00	
permitting services	1	LS		$	15,100.00	
bidding and negotiation services	1	LS		$	3,400.00	
construction phase services	1	LS		$	15,655.00	
reimbursable expenses	1	ALLOW		$	1,500.00	
permitting agency fees	1	LS	2.5%	$	20,188.81	
construction testing services	1	LS	0.5%	$	4,037.76	
				Design / Engineering Costs Subtotal:		$ 151,182

Total Project Cost		
TOTAL PROJECT COST:	$	1,059,678
TOTAL BUDGET AVAILABLE:	$	923,600
DIFFERENCE:	$	(136,078)
POTENTIAL ALTERNATES TOTAL:	$	-

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Construction Documentation - Construction Costs

Date: May 23, 2023
RE: **Canterfield Park Final Design**

Construction Costs

Section	Description	Estimated Quantity	Unit	Unit Cost	Extended Cost	Subtotal
0 & 1	**Contracting and General Requirements**					
	contracting requirements	1	LS	4.0%	$24,388.49	
	general conditions	1	LS	3.0%	$18,291.37	
	layout & as-built survey	1	LS	1.0%	$6,097.12	
				Contracting and General Requirements Subtotals :		$ 48,777
044300	**Stone Masonry**					
	outcropping stone	8	TN	$ 550	$ 4,400	
					Section Subtotal:	$ 4,400
101400	**Signage**					
	park identity sign	1	EA	by Others		
	bike stop sign	1	EA	$ 250	$ 250	
	ada sign	1	EA	$ 250	$ 250	
					Section Subtotal:	$ 500
116800	**Play Field Equipment and Structures**					
	playground equipment (installation)	1	35%	$ 26,239	$ 26,239	
	fitness equipment (installation)	1	35%	$ 7,446	$ 7,446	
	shelter (installation)	1	75%	$ 16,253	$ 16,253	
					Section Subtotal:	$ 49,937
129300	**Site Furnishings**					
	furnishing installation	1	LS	$ 2,000	$ 2,000	
	baggo game	2	SET	$ 1,500	$ 3,000	
	tactile warning	1	LS	$ 2,000	$ 2,000	
					Section Subtotal:	$ 7,000

311000	Site Clearing							
	silt fence	2,100	LF	$	4	$	8,400	
	straw wattles		LF	$	4	$	-	
	stabilized construction entrance	1	LS	$	2,500	$	2,500	
	tree protection	650	LF	$	6	$	3,900	
	tree removal	1	LS	$	25,000	$	25,000	
	clear and grub	1	LS	$	30,000	$	30,000	
	remove fencing	871	LF	$	10	$	8,710	
						Section Subtotal:		$ 78,510

312000	Earth Moving							
	balanced earthwork	6,523	CY	$	40	$	260,920	
						Section Subtotal:		$ 260,920

321216	Asphalt Paving							
	asphalt paving-vehicular	590	SY	$	31	$	18,290	
	asphalt paving-pedestrian	1,539	SY	$	28	$	43,092	
	parking markings	1	LS	$	1,500	$	1,500	
	crosswalk markings	1	LS	$	800	$	800	
						Section Subtotal:		$ 63,682

321313	Concrete Paving and Curbs							
	concrete paving-vehicular	978	SF	$	15.00	$	14,670	
	concrete paving-pedestrian	4,351	SF	$	12.00	$	52,212	
	thickened edge concrete	65	LF	$	28	$	1,820	
	concrete curb &gutter	84	LF	$	32	$	2,688	
	playground curb	250	LF	$	28	$	7,000	
	playground ramp	160	SF	$	12.00	$	1,920	
	concrete wheel stops	10	EA	$	200	$	2,000	
						Section Subtotal:		$ 82,310

321540	Crushed Stone Paving							
	crushed stone paving	2.5	CY	$	55	$	138	
						Section Subtotal:		$ 138

321816	Playground Protective Surfacing							
	play surfacing - engineered wood fiber	205	CY	$	45	$	9,225	
						Section Subtotal:		$ 9,225

327000	Native Plantings							
	rain garden plugs	245	EA	$	10	$	2,450	
	blanket	35	SY	$	3	$	105	
						Section Subtotal:		$ 2,555

329200	Turf and Grasses							
	seed and erosion control blanket	2,873	SY	$	7	$	20,111	
						Section Subtotal:		$ 20,111

329300	Plants							
	shade tree	10	EA	$	650	$	6,500	
	ornamental tree	5	EA	$	500	$	2,500	
	deciduous shrub	50	EA	$	65	$	3,250	
	ornamental grass	58	EA	$	25	$	1,450	
	perennial	64	EA	$	15	$	960	
	mulch	17	CY	$	45	$	765	
						Section Subtotal:		$ 15,425

334100	Sub drainage							
	playground underdrainage	1	LS	$	15,000	$	15,000	
						Section Subtotal:		$ 15,000

	Construction Cost Subtotals :	$ 609,712

	Construction Costs Subtotal	$ 658,489

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Construction Documentation - By Owner Items

Date: May 23, 2023
Canterfield Park
RE: **Final Design**

Construction Costs						
Section	Description	Estimated Quantity	Unit	Unit Cost	Extended Cost	Subtotal
P	playground	1	LS	$ 74,968	$ 74,968	
P	fitness equipment	1	LS	$ 21,273	$ 21,273	
P	shelter	1	LS	$ 21,670	$ 21,670	
P	bench	8	EA	$ 957	$ 7,656	
P	trash receptacle	2	EA	$ 877	$ 1,754	
P	picnic table	2	EA	$ 871	$ 1,742	
P	crosswalk light	1	EA	$ 20,000	$ 20,000	
				$ -	$ -	
					By Owner Items Subtotal	$ 149,063

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Construction Documentation - Alternates

Date: May 23, 2023
RE: **Canterfield Park Final Design**

Construction Costs						
Section	Description	Estimated Quantity	Unit	Unit Cost	Extended Cost	Subtotal
					Alternates Subtotal	$ -

OSLAD Grant Program
Development Cost Estimate Data

Form OS/DOC-4

1. **Applicant (Sponsor) Legal Name:** Village of West Dundee
2. **Project Title:** Fairhills Park
3. **Acquisition** _____ **Development** X

Note: **Acquisitions Projects** – complete items #4 and #6 below as they pertain to future development.

4. DEVELOPMENT PROJECT COMPONENT	5. UNIT AMT.	6. ESTIMATED COSTS
Playground Area		$265,500
Baggo court		$9,500
Fitness Area		$36,400
Pond Overlook		$13,500
Trailhead & Path		$246,000
Landscape Plantings and Restoration		$122,500
Parking Lot		$73,100
Pedestrian Crossing		$30,500
CPA Report Cost		$2,500
A/E Design Fees (<15.25% of construction cost)		$121,600
Potential Archaeological Survey *		$2,500
TOTAL ESTIMATED COST:		$923,600

NOTE: Donated labor and material are not eligible for reimbursement.

(*) Projects approved for OSLAD funding may require the completion of an archaeological reconnaissance survey on the project site. Estimated cost for such a survey may be included in the project budget. The requirement of a survey will not be an allowable reason to extend any project ending date.

7. **Provide a quarterly expenditure schedule for the grant funds to the best of your knowledge or ability. Use quarterly time increments. Example: Year 1, Quarter 1 = $10K (engineering fees). The project sponsor is not bound to this schedule and revisions can be made during the course of the project as necessary.**

Project Manual for:

Canterfield Park

Boncosky Road and Route 31
West Dundee, Illinois 60118

December 21, 2023

Prepared for:

Village of West Dundee
102 South Second Street
West Dundee, Illinois 60118

22 E. Chicago Avenue
Suite 200 A
Naperville, Illinois 60540
630.961.1787

hitchcockdesigngroup.com

In association with:
The W-T Group

Planning
Landscape Architecture

SECTION 000010 – TABLE OF CONTENTS

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See Civil Sheets

END OF SECTION 000010

SECTION 000015 – LIST OF DRAWINGS

PART 1 - GENERAL

1.1 DESCRIPTION

A. Graphic documents bound separately from the project manual entitled Canterfield Park, dated December 21, 2023 are hereby made a part of the Contract Documents. The drawings include:

Sheet Number	Sheet Name
L-Series	
L1.0	Existing Conditions Plan - Overall
L2.0	Site Preparation and Removals Plan – Overall
L2.1	Site Preparation and Removals Plan – Core Area
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SUR1-SUR2	Topographic Survey

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 000015

SECTION 000020 – LEGAL NOTICE

Village of West Dundee
102 South Second Street
West Dundee, Illinois 60118

Canterfield Park

The Village of West Dundee does hereby invite sealed bids for Canterfield Park. Work will include earthwork operations, storm sewerage, asphalt paving, concrete curbs, walks and paving, site furnishings, playfield equipment, planting and seeding, and stone masonry.

Project manuals, including bid form and specifications, and construction documents are available after 10:00 AM on December 21, 2023 from Accurate Reprographics, 2368 Corporate Lane, Suite 100, Naperville, Illinois 60563, 630.428.4433 www.hitchcockplanroom.com. Documents are available to download and to print at the non-refundable cost of reproduction.

Bids will be accepted at the Village of West Dundee at 102 South Second Street, West Dundee, Illinois 60118, during regular office hours. All bids must be submitted in a sealed envelope marked with the Contractor's name and address, and "Bid for Canterfield Park," on the face of the envelope. Bids must be received no later than 10:00 AM on January 25, 2023. Bids will be opened on January 25, 2023 at 10:01 AM at the Village of West Dundee, 102 South Second Street, West Dundee, Illinois 60118. All bidders will be required to submit Bid Security in the form of a Bid Bond, Certified Check, Cashier's Check in the amount of 10% of the Base Bid, payable to the Village of West Dundee.

The successful bidder, as determined by the Village of West Dundee, shall be required to pay, and to agree to pay no less than the Prevailing Rate of Wages, pursuant to the Illinois Prevailing Wage Act (820 ILCS 130) for the locality of the Village of West Dundee (Kane County), to each laborer worker, or mechanic needed or used to complete the work as detailed in the contract to be let. The successful contractor, and all subcontractors shall be required to submit, to the Village of West Dundee, certified payrolls no later than the tenth day of each calendar month for the immediately preceding month.

The Village of West Dundee reserves the right to reject any and all proposals, parts of any and all proposals, or to waive technical errors or omissions in submitted proposals. No submitted bid may be withdrawn until a period of sixty (60) days after the bid opening date, without written consent of the Village of West Dundee. The Village of West Dundee encourages minority business firms to submit bids on this project and the successful contract bidder to utilize minority businesses as sub-contractors for supplies, equipment, services, and construction.

Questions should be directed to Bridget Deatrick or Joe Brusseau, Hitchcock Design Group at 630.961.1787, bdeatrick@hitchcockdesigngroup.com or jbrusseau@hitchcockdesigngroup.com.

This project is being financed, in part, with funds from the Illinois Department of Natural Resources, "Open Space Land Acquisition & Development" (OSLAD) grant program.

END OF SECTION 000020

SECTION 000100 – INVITATION TO BID

Bid Let Date:	December 21, 2023
Project Name:	Canterfield Park
Location:	Boncosky Road and Route 31 West Dundee, Illinois 60118
Owners:	Village of West Dundee
Description:	Earthwork operations, storm sewerage, asphalt paving, concrete curbs, walks and paving, site furnishings, playfield equipment, planting and seeding, and stone masonry.
Bid Documents & Plan Holders List:	Available from Accurate Reprographics 2368 Corporate Lane, Suite 100 Naperville, Illinois 60563 630.428.4433 www.hitchcockplanroom.com
Plan Fee:	Non-refundable / Cost of Reproduction
Pre-Bid Meeting:	None. Site is open for review
Cut off for Questions:	5:00 PM January 19, 2024
Bids Due:	10:00 AM, January 25, 2024 Owner's Office
Bid Opening:	10:01 AM, January 25, 2024 Owner's Office
Bids Submitted to:	102 South Second Street West Dundee, Illinois 60118
Award Notification:	February 6, 2024
Begin Construction:	March 11, 2024
Substantial Completion Deadline:	June 28, 2024
Final Completion Deadline:	July 10, 2024
Questions to:	Bridget Deatrick or Joe Brusseau Hitchcock Design Group (630) 961-1787 bdeatrick@hitchcockdesigngroup.com or jbrusseau@hitchcockdesigngroup.com

END OF SECTION 000100

SECTION 000405 – BID SUBMITTAL CHECKLIST

PART 1 - GENERAL

1.1 DESCRIPTION

A. The Bid Submittal shall consist of **one original and one copy** of the following items to be submitted as described in Section 00200-Instructions to Bidders. Failure to submit all of the information listed is grounds for disqualification of the bid.

B. Please remove documents from the project manual if using originals.

1. 000410 - Bid Form
2. 000415 - Schedule of Values
3. 000416 - Schedule of Unit Prices
4. 000420 - Substitution Sheet
5. 000435 - Bid Security
6. 000440 - Material Sources and Sub-Contracted Work
7. 000455 - Contractor's Qualifications
8. 000460 - Equal Employment Opportunity
9. 000470 - Affidavit of Compliance
10. 000475 - OSLAD Contract Compliance Agreement

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 000405

SECTION 000410 – BID FORM

CONTRACTOR: _____

_____
Street Address

_____
City, State, Zip

_____ _____
Phone # Fax #

TO: **Village of West Dundee**
102 South Second Street
West Dundee, Illinois 60118

PROJECT: **Canterfield Park**
Boncosky Road and Route 31
West Dundee, Illinois 60118

Having read the Specifications and examined the Drawings entitled: **Canterfield Park**

Prepared by **Hitchcock Design Group** for the construction of said Project and having also received, read, and taken into account all ADDENDA thereto as follows: ** (LIST IN THE FOLLOWING SPACES, THE NUMBER OF AND DATE OF EACH ADDENDUM RECEIVED.)

ADDENDUM NOS.:_____

and having inspected the site and the conditions affecting and governing the construction of the Project Work, the undersigned proposes to furnish all material and perform all labor, as specified and described in the Specifications and as shown in the Drawings, for the following stipulated lump sums:

(ENTER AMOUNTS FROM 000415-SCHEDULE OF VALUES – round base bid and alternate amounts to nearest whole dollar)

BASE BID:
TOTAL MATERIALS AND LABOR FOR THE SUM OF:

** _____ DOLLARS (** $ _____)

In submitting the bid, the undersigned agrees:

1. To enter into a lump sum Contract agreement with the Owner and to construct the work as drawn and specified for the stated lump sum amounts regardless of quantity discrepancies. No additional payments will be made due to quantity discrepancies.

2. To hold the bid open for 60 days after bid opening.

3. To enter into a Contract within 14 days of Notice of Award.

4. To furnish a Performance Bond and a Labor and Material Payment Bond for the full amount of the Contract in accordance with 000800-Supplementary Conditions, within 20 days of Contract Award.

5. To furnish evidence of insurance in accordance with 000800-Supplementary Conditions prior to signing the Contract.

6. To furnish a preliminary Construction Schedule in accordance with Section 001310-Project Management and Coordination prior to signing the Contract.

7. To forfeit the Bid Security to the Owner as payment of damages due to delay if the undersigned fails to execute a Contract as required.

8. To begin the work no later than the date specified in the Contract, and to substantially complete the work no later than date indicated in Section 000100 Invitation to Bid.

ACKNOWLEDGED AND AGREED TO:

By: _____
Authorized Signature / Title

Company: _____

(SEAL - If by Corporation)

Subscribed and sworn to before me this

_____ day of _____, 20__

_____
Notary Public

END OF SECTION 000410

SECTION 000415 - SCHEDULE OF VALUES

Date: December 21, 2023
RE: Canterfield Park

NOTES:

1. Bidder to complete Section 000415-Schedule of Values and enter total amount in appropriate space in Section 000410-Bid Form.
2. Bidder is responsible for performing all quantity take-offs necessary to complete the work as drawn and specified.
3. The successful bidder will be required to enter into a lump sum contract agreement with the owner. No additional payments will be made due to discrepancies between bidder's estimated quantities, owner's estimated quantities, and the actual installed quantities to construct the work as drawn and specified .
4. This Schedule of Values form will become part of the Contract Documents and will be used as a basis for reviewing the Contractor's Applications for Payment. The Schedule of Values Unit Prices and 000416-Unit Price Schedule will be used to establish change orders for additions or deductions to the project as approved by the Owner.
5. This Schedule of Values form is available in Microsoft Excel format from the landscape architect upon request.

Section	Description	Bidder's Est. Qty.	Unit	Unit Cost	Extended Cost	Subtotal
Division 1	General Requirements					
	contracting and general requirements		LS			
	layout & as-built survey		LS			
					Section Subtotal:	
033000	Cast-in-Place Concrete					
	playground equipment footings		CY			
	shelter footings		CY			
	sign footings		CY			
					Section Subtotal:	
44300	Stone Masonry					
	Outcropping Stone		TN			
					Section Subtotal:	
101400	Signage					
	park identity sign		EA	by Others		
	ADA parking sign		EA			
	pedestrian crossing sign		EA			
	stop sign		EA			
					Section Subtotal:	
116800	Play Field Equipment and Structures					
	fitness equipment installation		LS			
	playground equipment installation		LS			
	shelter installation		LS			
					Section Subtotal:	

129300	Site Furnishings					
	furnishing installation		LS			
	baggo game		EA			
	tactile warning		EA			
					Section Subtotal:	
311000	Site Clearing					
	silt fence inlet protection		EA			
	coir log		LF			
	construction fence		LF			
	tree removal		EA			
	remove fence and footings		LF			
	tree protection		LF			
	concrete washout		EA			
	stabilized construction entrance		LS			
					Section Subtotal:	
312000	Earth Moving					
	balanced earthwork		CY			
	spoils export		CY			
					Section Subtotal:	
321216	Asphalt Paving					
	asphalt paving - vehicular		SY			
	asphalt paving - pedestrian		SY			
	crosswalk markings		LS			
	pavement markings - parking lot		LS			
					Section Subtotal:	
321313	Concrete Paving and Curbs					
	concrete paving - vehicular		SF			
	concrete paving - pedestrian		SF			
	playground curb		LF			
	playground curb & gutter		LF			
	fitness ramp		SF			
	playground ramp		SF			
	thickened edge concrete		LF			
	concrete wheel stops		EA			
					Section Subtotal:	
321540	Crushed stone paving					
	decomposed granite paving		CY			
					Section Subtotal:	
321816	Playground Protective Surfacing					
	play surfacing - engineered wood fiber		CY			
					Section Subtotal:	
327100	Native Plantings					
	native seed mix		SY			
	erosion control blanket		SY			
	rain garden plugs		EA			
	mulch		CY			
					Section Subtotal:	

329200	Turf and Grasses					
	seed		SY			
	erosion control blanket with bio-stakes		SY			
					Section Subtotal:	
329300	Plants					
	shade trees		EA			
	ornamental trees		EA			
	deciduous shrubs		EA			
	perennials		EA			
	ornamental grasses		EA			
	mulch		CY			
					Section Subtotal:	
334600	Subdrainage					
	12" concrete FES with trash grate		EA			
	48" dia. Concrete manhole with open lid		EA			
	playground cleanout		EA			
	12" RCP		LF			
	6" perforated HDPE		LF			
					Section Subtotal:	
					Base Bid Project Total:	

END OF SECTION 000415

SECTION 000416 - SCHEDULE OF UNIT PRICES

Date: December 21, 2023
RE: Canterfield Park

NOTES:

1. Bidder to enter the unit cost for each item on a basis of the unit given. See Section 001270-Unit Prices for specific information.
2. This Schedule of Unit Prices will become part of the Contract Documents and will be used as a basis for payment and to substantiate Change Order requests.
3. This Schedule of Unit Prices form is available in Microsoft Excel format from the landscape architect upon request.

Item	Description	Qty.	Unit	Unit Cost
311000	Site Clearing			
	tree removal	1	EA	
312000	Earth Moving			
	Over excavate and backfill with structural fill	1	CY	
321216	Asphalt Paving			
	asphalt paving - vehicular	1	SY	
	asphalt paving - pedestrian	1	SY	
321313	Concrete Paving and Curbs			
	concrete paving - pedestrian	1	SF	

END OF SECTION 000416

SECTION 000420 – SUBSTITUTION FORM

Bidders may suggest substitutions of materials or equipment for consideration. If the substitution is deemed accepted by the Owner's Representative, the information may be issued as an addendum or taken under consideration at the time of signing the contract. The Owner reserves the right to accept or reject any or all proposed substitutions. Substitutions may not be accepted subsequent to award of the Contract unless approved by the Owner's Representative.

List all "Substitutions" for which consideration is desired, showing the addition or reduction in price to be made, for each, if the substitution is accepted, or stating "No Change in Price" if none is proposed.

MATERIALS/EQUIPMENT	SUBSTITUTION	ADD	DEDUCT

It is understood and agreed that the proposals indicated above are based on furnishing materials and equipment shown or specified and entitles the Owner to require that such names, materials, and methods be incorporated in the Work, except as substitutions for same based on the supplementary quotations entered above and as accepted by the Owner's Representative and are subsequently made a part of the written Contract.

ACKNOWLEDGED AND AGREED TO:

By: _____
Authorized Signature / Title

Subscribed and sworn to before me this

_____ day of _____, 20__

_____
Notary Public

END OF SECTION 000420

SECTION 000435 – BID SECURITY

Attached to this Proposal is a bid bond for 10% of the total Base Bid made payable to Dundee Township Park District.

Insert amount:

_____DOLLARS

($ _____)

If this Proposal is accepted and the Bidder fails to execute a Contract with the Owner, the full amount of the security will be forfeited to the Owner as payment of damage due to delay. If this Proposal is not accepted, the security will be returned to the Bidder within 30 days of the execution of the Contract with the successful Bidder.

END OF SECTION 000435

SECTION 000440 – MATERIAL SOURCES and/or SUB-CONTRACTED WORK FORM

List the sources, manufacturers and/or (sub)contractors for the following items:

Trade	Source/Mfg.	(Sub) Contractor
Grading	_____	_____
Drainage Systems	_____	_____
Asphalt Paving	_____	_____
Concrete Paving and Curbs	_____	_____
Playfield Equipment	_____	_____
Site Furnishings	_____	_____
Landscaping	_____	_____

END OF SECTION 000440

SECTION 000447 – WAGE RATES

PART 1 - GENERAL

1.1 DESCRIPTION

A. The Contractor shall comply in all respects with the requirements of the Prevailing Wage Act (A820 ILCS 130/0.01 et seq.). The Contractor shall pay or cause to be paid not less than the prevailing rates of wages as found by the Owner or Department of Labor or as determined by the Court on Review to all laborers, workers and mechanics.

B. The Illinois Department of Labor website (http://www.state.il.us/agency/idol/) will list the current edition of the prevailing wages for the county where the Work is being performed.
   1. Contractor is responsible to verify that prevailing wages listed are current.
   2. Contractor must pay current wages in effect at time Work is being carried out.

C. Revisions of the following Prevailing Wage Rates are made periodically by the Illinois Department of Labor. These may be accessed by computer at https://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx. As required by the Prevailing Wage Act, any and all such revisions supersede the Park District's June determination. Bidders and Contractors performing work on this Project are responsible for determining the applicable prevailing wage rates at the time of bid submission and performance of the Work. Failure of a Bidder/Contractor to make such determination shall not relieve it of its obligations in accordance with the Contract Documents. In consideration for the award to it of the Contract for this Project, the Contractor agrees that the foregoing notice satisfies any obligation of the public body in charge of this Project to notify the Contractor of periodic changes in the prevailing wage rates and the Contractor agrees to assume and be solely responsible for, as a material obligation of the Contractor under the Contract, the obligation to determine periodic revisions of the prevailing wage rates, to notify its subcontractors of such revisions, to post such revisions as required for the posting of wage rates under the Act, and to pay and require its subcontractors to pay wages in accordance with such revised rates.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

ACKNOWLEDGED AND AGREED TO:

By: _____
Authorized Signature / Title

Subscribed and sworn to before me this

_____ day of _____, 20__

Notary Public

END OF SECTION 000447

SECTION 000455 – CONTRACTOR'S QUALIFICATIONS FORM

1.1 PROJECT EXPERIENCE

A. List below the projects of similar nature that you have successfully completed:

1. Project Name: _____
   Project Location: _____
   Project Budget: _____
   Completion Date: _____
   Owner's Name: _____
   Contact Person: _____
   Phone: _____

---

2. Project Name: _____
   Project Location: _____
   Project Budget: _____
   Completion Date: _____
   Owner's Name: _____
   Contact Person: _____
   Phone: _____

---

3. Project Name: _____
   Project Location: _____
   Project Budget: _____
   Completion Date: _____
   Owner's Name: _____
   Contact Person: _____
   Phone: _____

1.2 PROJECTS IN PROGRESS

A. List below projects currently in progress:

1. Project Name: _____
   Project Location: _____

Project Budget: _____

Completion Date: _____

Owner's Name: _____

Contact Person: _____

Phone: _____

---

2. Project Name: _____

Project Location: _____

Project Budget: _____

Completion Date: _____

Owner's Name: _____

Contact Person: _____

Phone: _____

---

3. Project Name: _____

Project Location: _____

Project Budget: _____

Completion Date: _____

Owner's Name: _____

Contact Person: _____

Phone: _____

1.3 PROJECT MANAGEMENT

A. List name of probable Project Manager or Job Superintendent: _____

B. List below similar projects managed:

1. Project Name: _____

Contact Person: _____

Phone: _____

---

2. Project Name: _____

Contact Person: _____

Phone: _____

3. Project Name: _____

Contact Person: _____

Phone: _____

END OF SECTION 000455

SECTION 000460 – EQUAL EMPLOYMENT OPPORTUNITY

In the event of the contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Fair Employment Practices Act or the Fair Employment Practices Commission's Rules and Regulations for Public Contracts, the contractor may be declared not responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivision or municipal corporations, and the contract may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

During the performance of this contract, the contractor agrees as follows:

(1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

(2) That, if it hires additional employees in order to perform this contract, or any portion hereof, it will determine the availability (in accordance with the Commission's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonable recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

(3) 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, national origin or ancestry.

(4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Fair Employment Practices Act and the commission's Rules and Regulations for Public Contract. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Illinois Fair Employment Practices Commission and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

(5) That it will submit reports as required by the Illinois Fair Employment Practices Commission's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Commission or the contracting agency, and in all respects comply with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such subcontractor; and that it will also so include the provisions of paragraphs 1, 5, 6 and 7 in every supply subcontract as defined in Section 2.10 (a) of the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every 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 all its subcontractors; and further it will promptly notify the contracting agency and the Illinois Fair Employment Practices Commission in the event any subcontractor fails or refuses to comply therewith. In addition, no contractor will utilize any subcontractor declared by the Commission to be not responsible and therefore ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

With respect to the two types of subcontracts referred to under paragraph 7 or the Equal Employment Opportunity Clause above, following is an excerpt of Section 2 of the FEPC's Rules and Regulations for Public Contracts:

"Section 2.10. The term "Subcontract" means any agreement, arrangement or understanding, written or otherwise, between a contractor and any person (in which the parties do not stand in the relationship of any employer and an employee):

(a) for the furnishing of supplies or services or for the use of real or personal property, including lease arrangements, which, in whole or in part, utilized in the performance of any one or more contracts; or

(b) under which any portion of the contractor's obligation under any one or more contracts is performed, undertaken or assumed."

ACKNOWLEDGED AND AGREED TO:

By: _____
Authorized Signature / Title

Subscribed and sworn to before me this

_____ day of _____, 20__

_____
Notary Public

END OF SECTION 000460

SECTION 000470 – AFFIDAVIT OF COMPLIANCE

The undersigned, _____, being first duly sworn on oath, deposes that he is
(print or type Name)
_____ of _____, the authority to make
(Sole Owner, Partner, President, Secretary, etc.) (Name of Company)

this certification on behalf of the Bidder;

A. That in connection with this procurement,

(1) The bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

(2) The Bidder has not in any manner directly or indirectly sought by consultation, communication or agreement with anyone to fix the bid price of said bidder or any other bidder or to fix any overhead profit or cost element of such bid price or that of any other bidder or to secure any advantage against the public body awarding the contract or anyone interested in the proper contract;

(3) The bid is genuine and not collusive or sham;

(4) The prices or breakdowns thereof and any and all contents which had been quoted in this bid have not been knowingly disclosed by the bidder and will not be knowingly disclosed by the bidder directly or indirectly to any other bidder or any competitor prior to opening;

(5) All statements contained in such bid are true;

(6) No attempt has been made or will be made by the bidder to induce any other person or firm to submit a false or sham bid;

(7) No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition;

B. (1) He is the person in the Bidder's organization responsible within that organization for the decision as to the prices being bid herein and that he has not participated, and will not participate, in any action contrary to paragraphs 1 through 7 above; or

(2) (a) He is not the person in the Bidder's organization responsible within that organization for the decision as to the prices being bid herein but that he has been authorized to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to paragraphs 1 through 7 above and as their agent does hereby so certify; and

(b) That he has not participated, and will not participate, in any action contrary to paragraphs 1 through 7 above.

C. The undersigned certifies that the Bidder has never been convicted for a violation of State laws prohibiting bid rigging or bid rotating.

D. It is expressly understood that the foregoing statements and representations and promises are made as a condition to the right of the bidder to receive payment under any award made hereunder.

ACKNOWLEDGED AND AGREED TO:

By: _____
Authorized Signature / Title

Subscribed and sworn to before me this

_____ day of _____, 20__

_____
Notary Public

END OF SECTION 000470

SECTION 000475 – OSLAD CONTRACT COMPLIANCE

This project will potentially be financed, in part, with funds provided through the State of Illinois "Open Space Lands Acquisition & Development" grant program. The following are contract compliance requirements for construction projects assisted with these funds made available through the Illinois Department of Conservation.

A. The Contractor shall abide by and comply with all applicable Local and State laws relating to 1) fair employment practices and prohibiting discrimination in employment; 2) any and all applicable workmen's compensation acts of laws; and 3) wages and claims of laborers, mechanics and other workmen, agents, or servants in any manner employed in connection with contracts involving public funds or the development or construction of public works, buildings or facilities.

B. The Contractor shall provide and furnish to the satisfaction of the Local Agency and IDOC good and sufficient performance bond(s) with adequate surety or sureties, with applicable penalty or loss clauses; concerning or relating to the construction of the proposed facilities and any losses, cost or damages arising out of, or by virtue of said construction by the Contractor of the specified project facilities, insuring, benefiting and protection the Local Agency and IDOC.

C. The Contractor shall personally and individually agree and covenant, and shall furnish and provide sufficient evidence of insurance, to indemnify, protect, defend at its own cost, and hold harmless the Local Agency and IDOC from and against all losses, damages, injuries, costs, expenses or claims thereof to or by persons or property, arising out of, through, under or by virtue of the construction and development of the specified project facilities.

D. The Contractor certifies that, to the best of its knowledge, no officer or employee has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has any officer or employee made an admission of guilt of such conduct which is a matter of record.

E. The Contractor certifies it has not been barred from being awarded a contract with a unit of State or Local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961 (bid rigging or bid rotating).

ACKNOWLEDGED AND AGREED TO:

By: _____
Authorized Signature / Title

Subscribed and sworn to before me this

_____ day of _____, 20__

_____
Notary Public

END OF SECTION 000475

SECTION 000510 – FORMS REQUIRED WITH OWNER CONTRACTOR AGREEMENT

PART 1 - GENERAL

1.1 DESCRIPTION

A. The following items are required prior to signing the Owner Contractor Agreement:

1. Preliminary Construction Schedule per section 0013100.
2. Certificates of Insurance per Supplementary Conditions section 000800.
3. Performance Bond per Supplementary Conditions section 000800.
4. Labor and Material Payment Bond per Supplementary Conditions section 000800.
5. OSLAD Contract Compliance

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 000510

SECTION 000520 – AGREEMENT BETWEEN OWNER AND CONTRACTOR

PART 1 - GENERAL

1.1 DESCRIPTION

A. The American Institute of Architects "AIA Document A101 – Standard Form of Agreement Between Owner and Contractor, 2017 Edition, is hereby made a part of the Contract Documents.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 000520

SECTION 000700 – GENERAL CONDITIONS

PART 1 - GENERAL

1.1 DESCRIPTION

A. The American Institute of Architects "AIA Document A201 – General Conditions of the Contract for Construction, 2017 Edition, is hereby made a part of the Contract Documents.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 000700

SECTION 000800 – SUPPLEMENTARY CONDITIONS

PART 1 - GENERAL

1.1 GENERAL CONDITIONS

A. The American Institute of Architects "AIA Document A201 – General Conditions of the Contract for Construction, 2017 Edition", Articles 1 through 14 inclusive, are part of these Contract Documents. For brevity, this Document is referred to in the Contract Documents as the "General Conditions".

1.2 SUPPLEMENTARY CONDITIONS

A. The following Supplementary Conditions modify, change, delete from or add to, the General Conditions. Where any article of the General Conditions is modified or any paragraph, subparagraph or clause is modified, changed or deleted by these supplements, the unaltered provisions of that article, paragraph, subparagraph or clause shall remain in effect.

1.3 INSURANCE

A. Contractor shall maintain, at its own expense, the following insurance coverages on an occurrence basis (except as to the coverage specified in subparagraph (a) below, which may be on a claims-made basis), insuring the Contractor, his employees, and agents, and the Indemnities as required herein (except that such agents shall not be insureds under the coverage specified in subparagraph (a) below), which insurance shall be placed with insurance companies rated at least "A Minus" by Best's Key Rating Guide and shall incorporate a provision requiring the giving of written notice to Owner at least thirty (30) days prior to the cancellation or non-renewal of any such policies.

(a) Contractor's Professional Liability Insurance [INTENTIONALLY OMITTED]

(b) Commercial General Liability Insurance (including limited form contractual liability and completed operations, explosion, collapse and underground hazards), covering personal injury, bodily injury and property damages in the amount of Two Million Dollars ($2,000,000) per claim and aggregate, covering personal injury, bodily injury and property damage.

(c) Commercial Automobile Liability Insurance, including hired and non-owned vehicles, if any, in the amount of One Million Dollars ($1,000,000) per claim and aggregate covering personal injury, bodily injury and property damage.

(d) Workmen's Compensation Insurance in the amount of the statutory maximum with an Employer's Liability coverage of at least Five Hundred Thousand Dollars ($500,000).

(e) Umbrella or excess of loss coverage for Employer's Liability, Comprehensive Liability and Auto Liability of not less than Five Million Dollars ($5,000,000) for any one occurrence.

(f) Contractor shall submit valid certificates and, if requested, policies, in form and substance satisfactory to Owner evidencing the effectiveness of the foregoing insurance policies along with original copies of the amendatory riders to any such policies to Owner for Owner's approval before Contractor commences the rendition of any services hereunder.

11.1.2.1 Insert new paragraph:

(a) To the fullest extent permitted by law, the Contractor hereby agrees to indemnify, defend and hold the Owner, its directors, members, officers, agents, landlord, employees and the Architect and its consultants (collectively the "Indemnitees") harmless from all losses, claims, liabilities, injuries, damages and expenses, including attorneys' fees, that the Indemnitees may incur by reason for any injury or damage sustained to any person or property (including, but not limited to any one or more of the Indemnitees) arising out of or occurring in connection with the negligent performance or lack of performance by the Contractor of his duties and obligations under or pursuant to this Agreement.

(b) The Contractor hereby agrees to maintain the insurance described in paragraph 11.1.2 herein during the term hereof and for such longer periods as may be set forth in said subparagraphs. If the Contractor fails to furnish and maintain the insurance required, the Owner may after written notice to Contractor purchase such insurance on behalf of the Contractor, and the Contractor shall pay the cost thereof to the Owner upon demand and shall furnish to the Owner any information needed to obtain such insurance.

(c) Contractor shall insure specifically the indemnity contained in subparagraph 11.1.2.1(a) of this Agreement. Independent of its obligation to indemnify, Contractor shall also add each of the following as additional insureds by causing amendatory riders or endorsements to be attached to the insurance policies described in subparagraphs (b) and (c): Owner, Architect and their respective agents, officers, employees and consultants. The insurance coverage afforded under these policies shall be primary to any insurance carried independently by the Indemnitees. Said amendatory rights or endorsements shall indicate that as respects the Indemnities, there shall be severability of interests under said insurance policies for all coverages provided under said insurance policies."

11.1.2.2 Insert new paragraph:

"Failure of Owner to demand Certificates of Insurance and/or policies shall not constitute a waiver of the contractor's responsibility hereunder. Nor shall review and/or approval by either the Owner in any way relieve Contractor of its responsibility for furnishing sufficient amounts and coverages of insurance. Said endorsements or amendatory riders shall indicate that as respects said additional insured, there shall be severability of interests under said insurance policies. The Certificates and amendatory riders or endorsements shall clearly indicate the specific coverage (including contractual liability).

It is agreed and understood that under no circumstances shall the Contractor be relieved of providing insurance as required by this Contract. Contractor shall not be relieved of his obligation to provide insurance coverages as required herein and may not assert any defense of waiver, acquiescence, estoppel, or otherwise by the failure of Owner, or its agents to object to the form, content or absence of a Certificate. Owner reserves the right to inspect policies or other documents to verify that the Contractor complied with the provisions of this Contract regarding insurance coverage."

Insert new paragraph:

"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 are sufficient or adequate to protect the Owner, Contractor or any Subcontractor's interest or liabilities, 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 the Contractor's or any Subcontractor's insurance."

Add new paragraph:

"Subcontractor's Obligation to Obtain Insurance. The Contractor shall require that every Subcontractor of any tier obtain insurance of the same character as the Contractor, naming the same Additional Insureds as the insurance required of the Contractor. Before the commencement of any Work by any Subcontractor of any tier, the Contractor shall obtain and furnish the Owner and the Owner's representative with Certificates of Insurance naming the Owner, the Owner's representative, and all of their officers, directors, commissioners, officials, employees, consultants, volunteers and agents, as Additional Insureds on the insurance required to be obtained by each Subcontractor of any tier. Failure to submit such a certification signed by all Subcontractors shall be grounds to withhold payment in full or in part."

B. Name the following as additionally insured:

OWNER:	Village of West Dundee 102 South Second Street West Dundee, Illinois 60118
LANDSCAPE ARCHITECT:	Hitchcock Design Group 22 E Chicago Avenue, Suite 200A Naperville, IL 60540
ENGINEER:	[Click here and type name] [Click here and type street] [Click here and type City, State, Zip Code]

1.4 BONDS

A. Provide within fourteen (14) days of Contract Award, a Performance Bond and Labor and Material Payment Bond for 100% of the Contract Sum.

B. Furnish bond with a surety qualified to do business in the State of Illinois. Both the surety and the agency through which the bond is purchased shall be acceptable to the Owner.

C. Form of bond: AIA Document A311, current edition, or as acceptable to Owner.

D. The bond shall remain in effect until the end of the guarantee period described in the Contract Documents.

E. Payment to the Contractor for the bond cost will be made based on the value stated in the Unit Price Schedule if identified separately.

1.5 AUTHORIZED REPRESENTATIVES

A. When authorized by the Owner, the definition of the term "Architect" and/or "Owner's Representative" in the General Conditions and Contract Documents is amended to mean "Landscape Architect".

B. The Landscape Architect has engaged the services of professional architectural and engineering consultants to prepare certain drawings and specifications, and to perform certain construction phase services. The definition of "Architect" and/or "Owner's Representative" in the Generan Conditions and Contract Documents is amended to mean "Landscape Architect" and shall include such consultants.

1.6 LANDSCAPE ARCHITECT'S RESPONSIBILITY

A. The Landscape Architect and its consultants are providing professional services to the Owner during the execution of the Contractor's work, which includes, but is not limited to:
1. Administration of a Pre-Construction meeting.
2. Review and recommend acceptability of certain construction component samples.
3. Observations of the construction work in progress at appropriate intervals.
4. Recommendations regarding the Contractor's applications for payment of partially, substantially and finally completed work.
5. Recommendations regarding Contractor's and Owner's requests for change orders.
6. Interpretation and recommendations regarding required testing by the independent testing agency of items such as subgrade materials, concrete paving, and asphalt paving.

1.7 OWNER FURNISHED WORK

A. In addition to Owner's responsibilities outlined in the General Conditions, the Owner will provide the following for this work:
1. A topographic survey of the project area. The Owner does not guarantee the accuracy of the information.
2. Items indicated below:

P	playground	1	LS
P	fitness equipment	1	LS
P	shelter	1	LS
P	bench	8	EA
P	trash receptacle	2	EA
P	picnic table	2	EA
P	crosswalk light	1	EA
PI	native plant and seed management (after substantial completion)	3	YR

P Provided by Owner / Installed by Contractor
PI Provided and installed by Owner

1.8 MAINTENANCE

A. Maintain and protect from vandalism until written Final Acceptance of Completed Work by the Landscape Architect and Owner.

B. Contractor shall take normal precautions to protect from vandalism, but shall not be held responsible for correction of damage caused by vandalism, with the exception of the concrete paving and curb work. ALL concrete paving and curbing shall be replaced by the Contractor at no cost to the Owner if damaged by vandalism. Normal precautions may be defined as temporary fencing, signage or placing watchmen.

1.9 USE OF WORK

A. Prior to Final Acceptance, the Owner may use any part of the partially completed work without objection or interference by the Contractor. Such use does not constitute Final Acceptance or approval of the work or relieve the Contractor of the maintenance requirements.

1.10 LIQUIDATED DAMAGES

A. See Section 000800 Supplementary Conditions for additional information.

B. Contractor acknowledges that Owner is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time and that the Owner will enter into agreements and make commitments to rent, lease or demise all or part of the premises where the Work is to be completed, all based on Contractor's agreement to achieve Substantial Completion of the Work within the Contract Time. Contractor further acknowledges and agrees that if Contractor fails to achieve Substantial Completion of the Work within the Contract Time, Owner will sustain extensive damages and loss as a result. The exact amount of such damages are difficult or impossible to quantify at the time of execution of this Agreement. As an additional inducement to Owner to enter into this Agreement, Owner and Contractor therefore agree as follows:

C. If the Contractor fails to achieve Substantial Completion of the Work within the Contract Time, Owner shall be entitled to retain or recover from Contractor, as liquidated damages and not as a penalty, the following per diem amounts, commencing on the first day following expiration of the Contract Time and continuing until actual achievement of Substantial Completion. The Contractor acknowledges and agrees that liquidated damages of $500 per day are appropriate given the relative difficulty of determining the amount of damages that Owner will suffer or incur by virtue of Contractor's failure to complete the Work in all respects by the scheduled Final Completion Date, and that said amount per day is a reasonable amount under the circumstances.

D. Owner may deduct liquidated damages described in subparagraph above from any unpaid amounts then or thereafter due the Contractor under this Agreement. Any liquidated damages not so deducted from unpaid amounts due the Contractor shall be payable to the Owner upon written demand, together with interest from the date of the demand at the rate of one percent (1%) per month.

1.11 ACTUAL DAMAGES

A. In addition to recovery of liquidated damages if the Contractor fails to achieve Final Completion of the Work within the Contract Time, Owner shall be entitled to retain or recover from the Contractor, Landscape Architect and Engineering Fees for all services required after the Final Completion Date."

1.12 CONTRACT TIME

A. Begin work no later than the time specified in the Contract or separate Notice to Proceed.

B. Execute the work diligently in order to meet the Construction Schedule and the completion date.

C. Obtain Substantial Completion of the work on or before date indicated in the Invitation to Bid unless additional time has been granted by the Owner.

D. Unless otherwise provided in the Contract Documents, the Contractor shall make no charge or claim whatsoever for any hindrance or delay in the progress of the work.

E. Contractor initiated change proposals for an increase in contract time must be submitted no later than 14 days after the identification of a delay.

F. Contract time can be adjusted by written change order only. Verbal direction will not be acceptable.

1.13 PAYMENT

A. Submit applications for payment to the designated Owner's Representative. Applications for payment must be approved in writing by the Owner's Representative before submittal to the Owner. Ten percent (10%) of the amount due will be retained from payments for completed work that has received preliminary acceptance from the Owner's Representative. Additional amounts, determined by the unit prices may be withheld at the discretion of the Owner's Representative or Owner in order to ensure proper completion of the work. Properly completed labor and material waivers must accompany all payment requests. The retained amount will be authorized for payment only after final written acceptance by the Owner's Representative.

B. No payments will be made for material ordered, stored at the Contractor's facilities, or stored on site without prior approval from Owner.

C. Payment recommendations will be based on the Owner's Representative's opinion of the percentage complete of each line item in the Schedule of Values as stated by the Contractor in the application for payment.

D. Payment Requests must be submitted with sufficient time for the Owner's Representative to review and make a recommendation to the Owner prior to the payment period cut-off date. Incomplete or inaccurate payment requests will not be processed until the following regularly scheduled payment period.

1.14 GUARANTEE

A. Guarantee all work for one year following the date of Final Acceptance by the Landscape Architect and Owner. At the end of the guarantee period, the Contractor must replace all work that does not comply with the Contract Documents or is in an unsatisfactory condition as determined by the Owner or Owner's Representative.

B. Following Final Acceptance, the Contractor is not responsible for damage caused by vandalism, abnormal usage, acts of God or alterations made to previously accepted work made by anyone other than his own personnel.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 000800

GENERAL REQUIREMENTS

SECTION 012200 - UNIT PRICES

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes administrative and procedural requirements for unit prices.

1.2 DEFINITIONS

A. Unit price is an amount proposed by bidders, stated on the Bid Form, as a price per unit of measurement for materials or services added to or deducted from the Contract Sum by appropriate modification, if estimated quantities of Work required by the Contract Documents are increased or decreased.

1.3 PROCEDURES

A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, overhead, and profit.

B. Measurement and Payment: Refer to individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.

C. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.

D. List of Unit Prices: A list of unit prices is included in Part 3. Specification Sections referenced in the schedule contain requirements for materials described under each unit price.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 LIST OF UNIT PRICES

1. Unit Price No. 1: Tree Removal:
   a. Tree removal including tree and vegetation clearing, stump grinding, root removal, and fill as described in Section 311000.
   b. Unit of Measurement: EACH (EA)

2. Unit Price No. 2: Over excavate and Backfill with Structural Fill:
   a. Excavate and remove to offsite location unsuitable soils and replace with CA-1 limestone compacted over Mirafi 140N geotextile fabric. All unused undercut allowance included within the BASE BID will be credited back to the owner at the above unit price.
   b. Unit of Measurement: CUBIC YARD (CY)

3. Unit Price No. 3: Asphalt Paving - Vehicular
   a. Asphalt paving including earthwork, aggregate base, asphalt supply, asphalt placement, finishing, and striping as described in Section 321216.
   b. Unit of Measurement: SQUARE YARD (SY)

4. Unit Price No. 4: Asphalt Paving - Pedestrian
   a. Asphalt paving including earthwork, aggregate base, asphalt supply, asphalt placement, and finishing as described in Section 321216.
   b. Unit of Measurement: SQUARE YARD (SY)

5. Unit Price No. 5: Concrete Paving - Pedestrian
   a. Concrete paving including earthwork, aggregate base, concrete mix supply, concrete placement, and finishing as described in Section 321313.
   b. Unit of Measurement: SQUARE FEET (SF)

END OF SECTION 012200

SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications.

B. See Division 01 Section "Allowances" for procedural requirements for handling and processing allowances.

C. See Division 01 Section "Unit Prices" for administrative requirements for using unit prices.

1.2 MINOR CHANGES IN THE WORK

A. Owners Representative will issue supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on Architect provided form.

1.3 PROPOSAL REQUESTS

A. Owner-Initiated Proposal Requests: Owners Representative will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.

1. Proposal Requests issued by Owners Representative are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
2. Within 14 after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.

a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
c. Include costs of labor and supervision directly attributable to the change.
d. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

B. Contractor-Initiated Proposals: If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a request for a change to Architect.

1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. Include costs of labor and supervision directly attributable to the change.
5. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
6. Comply with requirements in Division 01 Section "Product Requirements" if the proposed change requires substitution of one product or system for product or system specified.

C. Proposal Request Form: Use contractor provided form

1.4 CHANGE ORDER PROCEDURES

A. On Owner's approval of a Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor on AIA Document G701.

1.5 CONSTRUCTION CHANGE DIRECTIVE

A. Construction Change Directive: Architect may issue a Construction Change Directive on Architect provided form. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.

1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.

B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.

1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

SECTION 012900 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.

1.2 SCHEDULE OF VALUES

A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule.

1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including Application for Payment forms with Continuation Sheets.
2. Submit the Schedule of Values to Architect at earliest possible date but no later than seven days before the date scheduled for submittal of initial Applications for Payment.

B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the Schedule of Values. Provide at least one line item for each Specification Section.

1. Identification: Include the following Project identification on the Schedule of Values:

a. Project name and location.
b. Name of Architect.
c. Architect's project number.
d. Contractor's name and address.
e. Date of submittal.

2. Submit draft of **AIA Document G703 Continuation Sheets.**
3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide several line items for principal subcontract amounts, where appropriate
4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
5. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
6. Provide separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
7. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
8. Schedule Updating: Update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.3 APPLICATIONS FOR PAYMENT

A. Each Application for Payment shall be consistent with previous applications and payments as certified by Owners Representative and paid for by Owner.

B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction Work covered by each Application for Payment is the period indicated in the Agreement.

C. Payment Application Forms: Use AIA Document G702 and AIA Document G703 Continuation Sheets as form for Applications for Payment.

D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.

1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
2. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.

E. Certified Payrolls: Submit certified payrolls for General contractor and each subcontractor using the Illinois Department of Labor forms:
1. Certified Transcript of Payroll 452CM01
2. Certified Transcript of Payroll 452CM02
3. These forms are available in PDF format from Landscape Architect or from the Illinois Department of Labor website (http://www.state.il.us/agency/idol/).

F. Transmittal: Submit 3 signed and notarized original copies of each Application for Payment to Owners Representative by a method ensuring receipt. One copy shall include waivers of lien and similar attachments if required.

1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.

G. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from every entity who is lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.

1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
2. When an application shows completion of an item, submit final or full waivers.
3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
4. Waiver Forms: Submit waivers of lien on forms, executed in a manner acceptable to Owner.

H. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:

1. List of subcontractors.

2. Schedule of Values.
3. Contractor's Construction Schedule (preliminary if not final).
4. Schedule of unit prices.
5. Submittals Schedule (preliminary if not final).
6. List of Contractor's staff assignments.
7. List of Contractor's principal consultants.
8. Copies of building permits.
9. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
10. Initial progress report.
11. Report of preconstruction conference.
12. Certificates of insurance and insurance policies.

I. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.

1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

J. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:

1. Evidence of completion of Project closeout requirements.
2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
3. Updated final statement, accounting for final changes to the Contract Sum.
4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
6. AIA Document G707, "Consent of Surety to Final Payment."
7. Evidence that claims have been settled.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:

1. Coordination Drawings.
2. Project meetings.
3. Requests for Interpretation (RFIs).

B. See Division 01 Section "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.

1.2 DEFINITIONS

A. RFI: Request from Contractor seeking interpretation or clarification of the Contract Documents.

1.3 COORDINATION

A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections, that depend on each other for proper installation, connection, and operation.

1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
2. Coordinate installation of different components with other contractors to ensure maximum accessibility for required maintenance, service, and repair.
3. Make adequate provisions to accommodate items scheduled for later installation.
4. Where availability of space is limited, coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair of all components, including mechanical and electrical.

B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.

1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.

C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts

and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

1. Preparation of Contractor's Construction Schedule.
2. Preparation of the Schedule of Values.
3. Installation and removal of temporary facilities and controls.
4. Delivery and processing of submittals.
5. Progress meetings.
6. Preinstallation conferences.
7. Project closeout activities.
8. Startup and adjustment of systems.
9. Project closeout activities.

1.4 SUBMITTALS

A. Coordination Drawings: Prepare Coordination Drawings if limited space availability necessitates maximum utilization of space for efficient installation of different components or if coordination is required for installation of products and materials fabricated by separate entities.

1. Content: Project-specific information, drawn accurately to scale. Do not base Coordination Drawings on reproductions of the Contract Documents or standard printed data. Include the following information, as applicable:

    a. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
    b. 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. Provide alternate sketches to Architect for resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.

2. Sheet Size: At least 8-1/2 by 11 inches but no larger than 30 by 40 inches.
3. Number of Copies: Submit two opaque copies of each submittal. Owners Representative will return one copy.
4. Refer to individual Sections for Coordination Drawing requirements for Work in those Sections.

1.5 PROJECT MEETINGS

A. General: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.

1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Owners Representative of scheduled meeting dates and times.
2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
3. Minutes: Record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Owners Representative, within three days of the meeting.

B. Preconstruction Conference: Schedule a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 15 days after execution of the Agreement. Hold the conference at Project site or another convenient location. Conduct the meeting to review responsibilities and personnel assignments.

1. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
2. Agenda: Discuss items of significance that could affect progress, including the following:

    a. Tentative construction schedule.
    b. Phasing.
    c. Critical work sequencing and long-lead items.
    d. Designation of key personnel and their duties.
    e. Procedures for processing field decisions and Change Orders.
    f. Procedures for RFIs.
    g. Procedures for testing and inspecting.
    h. Procedures for processing Applications for Payment.
    i. Distribution of the Contract Documents.
    j. Submittal procedures.
    k. Preparation of Record Documents.
    l. Use of the premises.
    m. Work restrictions.
    n. Owner's occupancy requirements.
    o. Responsibility for temporary facilities and controls.
    p. Construction waste management and recycling.
    q. Parking availability.
    r. Office, work, and storage areas.
    s. Equipment deliveries and priorities.
    t. First aid.
    u. Security.
    v. Progress cleaning.
    w. Working hours.

3. Minutes: Owners Representative will record and distribute meeting minutes.

C. Progress Meetings: Conduct progress meetings at regular intervals. Coordinate dates of meetings with preparation of payment requests.

1. Attendees: In addition to representatives of Owner and Owners Representative, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.

a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.

b. Review present and future needs of each entity present, including the following:

1) Interface requirements.
2) Sequence of operations.
3) Status of submittals.
4) Deliveries.
5) Off-site fabrication.
6) Access.
7) Site utilization.
8) Temporary facilities and controls.
9) Work hours.
10) Hazards and risks.
11) Progress cleaning.
12) Quality and work standards.
13) Status of correction of deficient items.
14) Field observations.
15) RFIs.
16) Status of proposal requests.
17) Pending changes.
18) Status of Change Orders.
19) Pending claims and disputes.
20) Documentation of information for payment requests.

3. Minutes: Owners Representative will record and distribute to **Contractor** the meeting minutes.
4. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.

a. Schedule Updating: Revise Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

1.6 REQUESTS FOR INTERPRETATION (RFIs)

A. Procedure: Immediately on discovery of the need for interpretation of the Contract Documents, and if not possible to request interpretation at Project meeting, prepare and submit an RFI in the form specified.

1. RFIs shall originate with Contractor. RFIs submitted by entities other than Contractor will be returned with no response.
2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.

B. Content of the RFI: Include a detailed, legible description of item needing interpretation and the following:

1. Project name.
2. Date.
3. Name of Contractor.
4. Name of Owners Representative.
5. RFI number, numbered sequentially.
6. Specification Section number and title and related paragraphs, as appropriate.
7. Drawing number and detail references, as appropriate.
8. Field dimensions and conditions, as appropriate.
9. Contractor's suggested solution(s). If Contractor's solution(s) impact the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
10. Contractor's signature.
11. Attachments: Include drawings, descriptions, measurements, photos, Product Data, Shop Drawings, and other information necessary to fully describe items needing interpretation.

C. Owners Representative's Action: Owners Representative will review each RFI, determine action required, and return it. Allow working days for Owners Representative's response for each RFI. RFIs received after 1:00 p.m. will be considered as received the following working day.

1. The following RFIs will be returned without action:

    a. Requests for approval of submittals.
    b. Requests for approval of substitutions.
    c. Requests for coordination information already indicated in the Contract Documents.
    d. Requests for adjustments in the Contract Time or the Contract Sum.
    e. Requests for interpretation of Owners Representative's actions on submittals.
    f. Incomplete RFIs or RFIs with numerous errors.

2. Owners Representative's action may include a request for additional information, in which case Owners Representative's time for response will start again.
3. Owners Representative's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 01 Section "Contract Modification Procedures."

    a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Owners Representative in writing within 10 days of receipt of the RFI response.

D. On receipt of Owners Representative's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Owners Representative within seven days if Contractor disagrees with response.

E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log at progress meetings:

1. Project name.
2. Name and address of Contractor.

3. Name and address of Owners Representative.
4. RFI number including RFIs that were dropped and not submitted.
5. RFI description.
6. Date the RFI was submitted.
7. Date Owners Representative's response was received.
8. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
9. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:

1. Contractor's Construction Schedule.
2. Submittals Schedule.
3. Field condition reports.

B. See Division 01 Section "Payment Procedures" for submitting the Schedule of Values.

1.2 SUBMITTALS

A. Submittals Schedule: Submit three copies of schedule. Arrange the following information in a tabular format:

1. Scheduled date for first submittal.
2. Specification Section number and title.
3. Submittal category (action or informational).
4. Name of subcontractor.
5. Description of the Work covered.
6. Scheduled date for Architect's final release or approval.

B. Contractor's Construction Schedule: Submit two opaque copies of initial schedule, large enough to show entire schedule for entire construction period.

C. Field Condition Reports: Submit two copies at time of discovery of differing conditions.

1.3 COORDINATION

A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.

B. Coordinate Contractor's Construction Schedule with the Schedule of Values, list of subcontracts, Submittals Schedule, progress reports, payment requests, and other required schedules and reports.

1. Secure time commitments for performing critical elements of the Work from parties involved.
2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

PART 2 - PRODUCTS

2.1 SUBMITTALS SCHEDULE

A. Preparation: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, resubmittal, ordering, manufacturing, fabrication, and delivery when establishing dates.

1. Coordinate Submittals Schedule with list of subcontracts, the Schedule of Values, and Contractor's Construction Schedule.
2. Submit concurrently with the first complete submittal of Contractor's Construction Schedule.

2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

A. Time Frame: Extend schedule from date established for the Notice of Award to date of Final Completion.

1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.

B. Activities: Treat each story or separate area as a separate numbered activity for each principal element of the Work. Comply with the following:

1. Activity Duration: Define activities so no activity is longer than 14 days, unless specifically allowed by Architect.
2. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.

a. Play Equipment

b. Fitness Equipment

c. Shelter

3. Submittal Review Time: Include review and resubmittal times indicated in Division 01 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with Submittals Schedule.
4. Startup and Testing Time: Include not less than 7 days for startup and testing.
5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.

C. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.
1. Work by Owner: Include a separate activity for each portion of the Work performed by Owner.

2. Work Stages: Indicate important stages of construction for each major portion of the Work.

2.3 CONTRACTOR'S CONSTRUCTION SCHEDULE (GANTT CHART)

A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal Gantt-chart-type, Contractor's Construction Schedule within 14 days of the date established for the Notice of Award. Base schedule on the Preliminary Construction Schedule and whatever updating and feedback was received since the start of Project.

B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.

1. For construction activities that require 3 months or longer to complete, indicate an estimated completion percentage in 10 percent increments within time bar.
2. Changes in the Contract Time.

2.4 REPORTS

A. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare and submit a detailed report. Submit with a request for interpretation. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

PART 3 - EXECUTION

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

A. Contractor's Construction Schedule Updating: At progress meetings, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.

1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
3. As the Work progresses, indicate Actual Completion percentage for each activity.

B. Distribution: Distribute copies of approved schedule to Architect Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.

1. Post copies in Project meeting rooms and temporary field offices.
2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION 013200

SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.

B. See Division 01 Section "Construction Progress Documentation" for submitting schedules and reports, including Contractor's Construction Schedule.

C. See Division 01 Section "Quality Requirements" for submitting test and inspection reports and for mockup requirements.

D. See Division 01 Section "Closeout Procedures" for submitting warranties.

E. See Division 01 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.

1.2 DEFINITIONS

A. Action Submittals: Written and graphic information that requires Architect's responsive action.

B. Informational Submittals: Written information that does not require Architect's responsive action. Submittals may be rejected for not complying with requirements.

1.3 SUBMITTAL PROCEDURES

A. Preferred submittal format is digital Adobe PDF.

B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.

a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

C. Submittals Schedule: Comply with requirements in Division 01 Section "Construction Progress Documentation" for list of submittals and time requirements for scheduled performance of related construction activities.

D. Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.

1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
3. Resubmittal Review: Allow 15 days for review of each resubmittal.

E. Identification: Place a permanent label or title block on each submittal for identification.

1. Indicate name of firm or entity that prepared each submittal on label or title block.
2. Provide a space approximately 6 by 8 inches on label or beside title block to record Contractor's review and approval markings and action taken by Architect.
3. Include the following information on label for processing and recording action taken:

a. Project name.
b. Date.
c. Name and address of Architect.
d. Name and address of Contractor.
e. Name and address of subcontractor.
f. Name and address of supplier.
g. Name of manufacturer.
h. Submittal number or other unique identifier, including revision identifier.

1) Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 06100.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., 06100.01.A).

i. Number and title of appropriate Specification Section.
j. Drawing number and detail references, as appropriate.
k. Location(s) where product is to be installed, as appropriate.
l. Other necessary identification.

F. Deviations: Highlight, encircle, or otherwise specifically identify deviations from the Contract Documents on submittals.

G. Additional Copies: Unless additional copies are required for final submittal, and unless Architect observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.

H. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect will return submittals, without review received from sources other than Contractor.

I. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.

1. Note date and content of previous submittal.
2. Note date and content of revision in label or title block and clearly indicate extent of revision.
3. Resubmit submittals until they are marked “Exceptions Noted, Do Not Resubmit” or “No Exceptions Taken”

J. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.

K. Use for Construction: Use only final submittals with mark indicating “Exceptions Noted, Do Not Resubmit” or “No Exceptions Taken”

L. CONTRACTOR'S USE OF ARCHITECT'S CAD FILES

M. General: At Contractor's written request, copies of Architect's CAD files will be provided to Contractor for Contractor's use in connection with Project, subject to the following conditions:

1. Conditions agreed upon at time of transfer.

PART 2 - PRODUCTS

2.1 FORMAT

A. Digital submittals are preferred for data and drawing related submittals when available.

2.2 ACTION SUBMITTALS

A. General: Prepare and submit Action Submittals required by individual Specification Sections.

B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.

1. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.
2. Mark each copy of each submittal to show which products and options are applicable.
3. Include the following information, as applicable:

a. Manufacturer's written recommendations.
b. Manufacturer's product specifications.
c. Manufacturer's installation instructions.
d. Manufacturer's catalog cuts.
e. Wiring diagrams showing factory-installed wiring.
f. Printed performance curves.
g. Operational range diagrams.
h. Compliance with specified referenced standards.
i. Testing by recognized testing agency.

4. Number of Copies: Submit three copies of Product Data, unless otherwise indicated. Architect will return two copies. Mark up and retain one returned copy as a Project Record Document.

C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.

1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:

    a. Dimensions.
    b. Identification of products.
    c. Fabrication and installation drawings.
    d. Roughing-in and setting diagrams.
    e. Shopwork manufacturing instructions.
    f. Templates and patterns.
    g. Schedules.
    h. Notation of coordination requirements.
    i. Notation of dimensions established by field measurement.
    j. Relationship to adjoining construction clearly indicated.
    k. Seal and signature of professional engineer if specified.

2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches but no larger than 30 by 40 inches.
3. Number of Copies: Submit two opaque (bond) copies of each submittal. Architect will return one copy.

D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.

1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
2. Identification: Attach label on unexposed side of Samples that includes the following:

    a. Generic description of Sample.
    b. Product name and name of manufacturer.
    c. Sample source.
    d. Number and title of appropriate Specification Section.

3. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
4. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.

    a. Number of Samples: Submit one full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.

E. Submittals Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation."

F. Application for Payment: Comply with requirements specified in Division 01 Section "Payment Procedures."

G. Schedule of Values: Comply with requirements specified in Division 01 Section "Payment Procedures."

H. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design.

1. Number of Copies: Submit three copies of subcontractor list, unless otherwise indicated. Architect will return two copies.

2.3 INFORMATIONAL SUBMITTALS

A. General: Prepare and submit Informational Submittals required by other Specification Sections.

1. Number of Copies: Submit two copies of each submittal, unless otherwise indicated. Architect will not return copies.
2. Certificates and Certifications: Provide a notarized statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
3. Test and Inspection Reports: Comply with requirements specified in Division 01 Section "Quality Requirements."

B. Coordination Drawings: Comply with requirements specified in Division 01 Section "Project Management and Coordination."

C. Contractor's Construction Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation."

D. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.

E. Installer Certificates: Prepare written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.

F. Manufacturer Certificates: Prepare written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.

G. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.

H. Material Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.

I. Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.

J. Product Test Reports: Prepare written reports indicating current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.

K. Compatibility Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.

L. Field Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.

M. Maintenance Data: Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment. Comply with requirements specified in Division 01 Section "Operation and Maintenance Data."

N. Manufacturer's Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturer.

O. Manufacturer's Field Reports: Prepare written information documenting factory-authorized service representative's tests and inspections. Include the following, as applicable:

1. Statement on condition of substrates and their acceptability for installation of product.
2. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
3. Results of operational and other tests and a statement of whether observed performance complies with requirements.

P. Insurance Certificates and Bonds: Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and term of the coverage.

Q. Material Safety Data Sheets (MSDSs): Submit information directly to Owner; do not submit to Architect.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

A. Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.

B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ARCHITECT'S ACTION

A. General: Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.

B. Action Submittals: Architect will review each submittal, make marks to indicate corrections or modifications required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken, as follows:

□ No Exceptions Taken.

□ Exceptions Noted, Do Not Resubmit.

□ Exceptions Noted, Resubmit.

C. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.

D. Partial submittals are not acceptable, will be considered nonresponsive, and will be returned without review.

E. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

END OF SECTION 013300

SECTION 014000 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes administrative and procedural requirements for quality assurance and quality control.

B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.

1. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
2. Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.

C. See Divisions 02 through 49 Sections for specific test and inspection requirements.

1.2 DEFINITIONS

A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.

B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect.

C. Mockups: Full-size, physical assemblies that are constructed on-site. Mockups are used to verify selections made under sample submittals, to demonstrate aesthetic effects and, where indicated, qualities of materials and execution, and to review construction, coordination, testing, or operation; they are not Samples. Approved mockups establish the standard by which the Work will be judged.

D. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with industry standards.

E. Source Quality-Control Testing: Tests and inspections that are performed at the source, i.e., plant, mill, factory, or shop.

F. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.

1. Using a term such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to tradespeople of the corresponding generic name.

G. Experienced: When used with an entity, "experienced" means having successfully completed a minimum of five previous projects similar in size and scope to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.3 CONFLICTING REQUIREMENTS

A. General: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to Architect for a decision before proceeding.

B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

1.4 SUBMITTALS

A. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.5 QUALITY ASSURANCE

A. General: Qualifications paragraphs in this Article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.

B. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.

C. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

D. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

E. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

F. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:

1. Build mockups in location and of size indicated or, if not indicated, as directed by Architect.
2. Notify Architect seven days in advance of dates and times when mockups will be constructed.
3. Demonstrate the proposed range of aesthetic effects and workmanship.
4. Obtain Architect's approval of mockups before starting work, fabrication, or construction.
5. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
6. Demolish and remove mockups when directed, unless otherwise indicated.

1.6 QUALITY CONTROL

A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.

B. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Division 01 Section "Submittal Procedures."

C. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.

D. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:

1. Access to the Work.
2. Incidental labor and facilities necessary to facilitate tests and inspections.
3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
4. Facilities for storage and field curing of test samples.
5. Delivery of samples to testing agencies.

6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
7. Security and protection for samples and for testing and inspecting equipment at Project site.

E. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.

1. Schedule times for tests, inspections, obtaining samples, and similar activities.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 REPAIR AND PROTECTION

A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.

1. Provide materials and comply with installation requirements specified in other Specification Sections. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible.
2. Comply with the Contract Document requirements for Division 01 Section "Cutting and Patching."

B. Protect construction exposed by or for quality-control service activities.

C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000

SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes requirements for temporary utilities, support facilities, and security and protection facilities.

B. See Division 01 Section "Execution" for progress cleaning requirements.

1.2 USE CHARGES

A. General: Cost or use charges for temporary facilities shall be included in the Contract Sum. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Owner's construction forces, Architect, testing agencies, and authorities having jurisdiction.

B. Water Service: Water from Owner's existing water system is not available for use.

C. Electric Power Service: Electric power from Owner's existing system is not available for use.

1.3 SUBMITTALS

A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.

1.4 QUALITY ASSURANCE

A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.

B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

1.5 PROJECT CONDITIONS

A. Temporary Use of Permanent Facilities: Installer of each permanent service shall assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

PART 2 - PRODUCTS

2.1 TEMPORARY FACILITIES (if needed)

A. Field Offices, General: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.

B. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.

2.2 EQUIPMENT

A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.

B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 SUPPORT FACILITIES INSTALLATION

A. General: Comply with the following:

1. Maintain support facilities until near Substantial Completion. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.

2. Provide dust-control treatment that is nonpolluting and nontracking. Reapply treatment as required to minimize dust.

B. Traffic Controls: Comply with requirements of authorities having jurisdiction.

1. Protect existing site improvements to remain including curbs, pavement, and utilities.
2. Maintain access for fire-fighting equipment and access to fire hydrants.

C. Parking: Use on street parking areas for construction personnel.

D. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.

1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties nor endanger permanent Work or temporary facilities.
2. Remove snow and ice as required to minimize accumulations.

E. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with Division 01 Section "Execution" for progress cleaning requirements.

3.3 SECURITY AND PROTECTION FACILITIES INSTALLATION

A. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.

B. Temporary Erosion and Sedimentation Control: Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to adjacent properties and walkways, according to requirements of authorities having jurisdiction.

C. Stormwater Control: Comply with authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.

D. Tree and Plant Protection: Maintain temporary fencing installed by owner as indicated or outside the drip line of trees to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, and erosion.

E. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.

F. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241.

1. Prohibit smoking in construction areas.
2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.

G. Construction Fence: Provide snow fence style perimeter fence. Contractor is responsible for securing, repairing, and adjusting as needed to facilitate construction.

3.4 OPERATION, TERMINATION, AND REMOVAL

A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.

B. Maintenance: Maintain facilities in good operating condition until removal.

C. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.

1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
2. At Substantial Completion, clean and renovate permanent facilities used during construction period. Comply with final cleaning requirements specified in Division 01 Section "Closeout Procedures."

END OF SECTION 015000

SECTION 015639 - TEMPORARY TREE AND PLANT PROTECTION

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes the protection and trimming of existing trees that interfere with, or are affected by, execution of the Work, whether temporary or permanent construction.

1.2 SUBMITTALS

A. Product Data: For each type of product indicated.

B. Tree Pruning Schedule: Written schedule from arborist detailing scope and extent of pruning of trees to remain that interfere with or are affected by construction.

C. Certification: From arborist, certifying that trees indicated to remain have been protected during construction according to recognized standards and that trees were promptly and properly treated and repaired when damaged.

D. Maintenance Recommendations: From arborist, for care and protection of trees affected by construction during and after completing the Work.

1.3 QUALITY ASSURANCE

A. Arborist Qualifications: An arborist certified by ISA or licensed in the jurisdiction where Project is located.

B. Tree Pruning Standard: Comply with ANSI A300 (Part 1), "Tree, Shrub, and Other Woody Plant Maintenance--Standard Practices (Pruning)."

PART 2 - PRODUCTS

2.1 MATERIALS

A. Drainage Fill: Selected crushed stone, or crushed or uncrushed gravel, washed, ASTM D 448, Size 24, with 90 to 100 percent passing a 2-1/2-inch sieve and not more than 10 percent passing a 3/4-inch sieve.

B. Topsoil: Natural or cultivated surface-soil layer containing organic matter and sand, silt, and clay particles; friable, pervious, and black or a darker shade of brown, gray, or red than underlying subsoil; reasonably free of subsoil, clay lumps, gravel, and other objects more than 1 inch in diameter; and free of weeds, roots, and toxic and other nonsoil materials.

1. Obtain topsoil only from well-drained sites where topsoil is 4 inches deep or more; do not obtain from bogs or marshes.

C. Filter Fabric: Manufacturer's standard, nonwoven, pervious, geotextile fabric of polypropylene, nylon, or polyester fibers.

D. Chain-Link Fence: Metallic-coated steel chain-link fence fabric of 0.120-inch- diameter wire; a minimum of 48 inches high; with 1.9-inch- diameter line posts; 2-3/8-inch- diameter terminal and corner posts; 1-5/8-inch- diameter top rail; and 0.177-inch- diameter bottom tension wire; with tie wires, hog ring ties, and other accessories for a complete fence system.

E. Organic Mulch: Shredded hardwood, free from deleterious materials.

PART 3 - EXECUTION

3.1 PREPARATION

A. Temporary Fencing: Install temporary fencing around tree protection zones to protect remaining trees and vegetation from construction damage. Maintain temporary fence and remove when construction is complete.

B. Protect tree root systems from damage caused by runoff or spillage of noxious materials while mixing, placing, or storing construction materials. Protect root systems from ponding, eroding, or excessive wetting caused by dewatering operations.

C. Mulch areas inside tree protection zones and other areas indicated.

1. Apply 2-inch average thickness of organic mulch. Do not place mulch within 6 inches of tree trunks.

D. Do not store construction materials, debris, or excavated material inside tree protection zones. Do not permit vehicles or foot traffic within tree protection zones; prevent soil compaction over root systems.

3.2 EXCAVATION

A. Install shoring or other protective support systems to minimize sloping or benching of excavations.

B. Do not excavate within tree protection zones, unless otherwise indicated.

C. Where utility trenches are required within tree protection zones, tunnel under or around roots by drilling, auger boring, pipe jacking, or digging by hand.

1. Root Pruning: Do not cut main lateral roots or taproots; cut only smaller roots that interfere with installation of utilities. Cut roots with sharp pruning instruments; do not break or chop.

3.3 REGRADING

A. Grade Lowering: Where new finish grade is indicated below existing grade around trees, slope grade beyond tree protection zones. Maintain existing grades within tree protection zones.

B. Minor Fill: Where existing grade is 6 inches or less below elevation of finish grade, fill with topsoil. Place topsoil in a single uncompacted layer and hand grade to required finish elevations.

C. Moderate Fill: Where existing grade is more than 6 inches but less than 12 inches below elevation of finish grade, place drainage fill, filter fabric, and topsoil on existing grade as follows:

1. Carefully place drainage fill against tree trunk approximately 2 inches above elevation of finish grade and extend not less than 18 inches from tree trunk on all sides. For balance of area within drip-line perimeter, place drainage fill up to 6 inches below elevation of grade.
2. Place filter fabric with edges overlapping 6 inches minimum.
3. Place fill layer of topsoil to finish grade. Do not compact drainage fill or topsoil. Hand grade to required finish elevations.

3.4 TREE PRUNING

A. Prune trees to remain that are affected by temporary and permanent construction.

B. Prune trees to remain to compensate for root loss caused by damaging or cutting root system. Provide subsequent maintenance during Contract period as recommended by arborist.

C. Pruning Standards: Prune trees according to ANSI A300 (Part 1).

D. Cut branches with sharp pruning instruments; do not break or chop.

E. Chip removed tree branches and dispose of off-site.

3.5 TREE REPAIR AND REPLACEMENT

A. Promptly repair trees damaged by construction operations within 24 hours. Treat damaged trunks, limbs, and roots according to arborist's written instructions.

3.6 DISPOSAL OF WASTE MATERIALS

A. Burning is not permitted.

B. Disposal: Remove excess excavated material and displaced trees from Owner's property.

END OF SECTION 015639

SECTION 016000 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; product substitutions; and comparable products.

B. See Division 01 Section "Closeout Procedures" for submitting warranties for Contract closeout.

C. See Divisions 02 through 49 Sections for specific requirements for warranties on products and installations specified to be warranted.

1.2 DEFINITIONS

A. Products: Items purchased for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.

1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature, that is current as of date of the Contract Documents.
2. Comparable Product: Product that is demonstrated and approved through submittal process, or where indicated as a product substitution, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.

B. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.

1.3 SUBMITTALS

A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

1. Substitution Request Form: Use contractor provided form.

2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:

a. Statement indicating why specified material or product cannot be provided.
b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.

c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
e. Samples, where applicable or requested.
f. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
g. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
h. Research/evaluation reports evidencing compliance with building code in effect for Project, from a model code organization acceptable to authorities having jurisdiction.
i. Detailed comparison of Contractor's Construction Schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating lack of availability or delays in delivery.
j. Cost information, including a proposal of change, if any, in the Contract Sum.
k. Contractor's certification that proposed substitution complies with requirements in the Contract Documents and is appropriate for applications indicated.
l. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.

3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within 7 days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or 7days of receipt of additional information or documentation, whichever is later.

a. Form of Acceptance: Change Order.
b. Use product specified if Architect cannot make a decision on use of a proposed substitution within time allocated.

B. Comparable Product Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

1. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Architect will notify Contractor of approval or rejection of proposed comparable product request within 15 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later.

a. Form of Approval: As specified in Division 01 Section "Submittal Procedures."
b. Use product specified if Architect cannot make a decision on use of a comparable product request within time allocated.

1.4 QUALITY ASSURANCE

A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, product selected shall be compatible with products previously selected, even if previously selected products were also options.

1.5 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.

B. Delivery and Handling:

1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
4. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.

C. Storage:

1. Store products to allow for inspection and measurement of quantity or counting of units.
2. Store materials in a manner that will not endanger Project structure.
3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
4. Store cementitious products and materials on elevated platforms.
5. Store foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
6. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
7. Protect stored products from damage and liquids from freezing.

1.6 PRODUCT WARRANTIES

A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.

1. Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.

2. Special Warranty: Written warranty required by or incorporated into the Contract Documents, either to extend time limit provided by manufacturer's warranty or to provide more rights for Owner.

B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution. Submit a draft for approval before final execution.

1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
2. Specified Form: When specified forms are included with the Specifications, prepare a written document using appropriate form properly executed.
3. Refer to Divisions 2 through 49 Sections for specific content requirements and particular requirements for submitting special warranties.

C. Submittal Time: Comply with requirements in Division 01 Section "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, that are new at time of installation.

1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
4. Where products are accompanied by the term "as selected," Architect will make selection.
5. Where products are accompanied by the term "match sample," sample to be matched is Architect's.
6. Descriptive, performance, and reference standard requirements in the Specifications establish "salient characteristics" of products.

B. Product Selection Procedures:

1. Product: Where Specifications name a single product and manufacturer, provide the named product that complies with requirements.
2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements.
3. Products: Where Specifications include a list of names of both products and manufacturers, provide one of the products listed that complies with requirements.
4. Manufacturers: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements.
5. Available Products: Where Specifications include a list of names of both products and manufacturers, provide one of the products listed, or an unnamed product, that complies

with requirements. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product.

6. Product Options: Where Specifications indicate that sizes, profiles, and dimensional requirements on Drawings are based on a specific product or system, provide the specified product or system. Comply with provisions in Part 2 "Product Substitutions" Article for consideration of an unnamed product or system.

7. Visual Selection Specification: Where Specifications include the phrase "as selected from manufacturer's colors, patterns, textures" or a similar phrase, select a product that complies with other specified requirements.

    a. Standard Range: Where Specifications include the phrase "standard range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, density, or texture from manufacturer's product line that does not include premium items.
    b. Full Range: Where Specifications include the phrase "full range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

2.2 PRODUCT SUBSTITUTIONS

A. Timing: Architect will consider requests for substitution if received at time of bid submittal. Requests received after that time may be considered or rejected at discretion of Architect.

B. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:

1. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
2. Requested substitution does not require extensive revisions to the Contract Documents.
3. Requested substitution is consistent with the Contract Documents and will produce indicated results.
4. Substitution request is fully documented and properly submitted.
5. Requested substitution will not adversely affect Contractor's Construction Schedule.
6. Requested substitution has received necessary approvals of authorities having jurisdiction.
7. Requested substitution is compatible with other portions of the Work.
8. Requested substitution has been coordinated with other portions of the Work.
9. Requested substitution provides specified warranty.

2.3 COMPARABLE PRODUCTS

A. Conditions: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:

1. Evidence that the proposed product does not require extensive revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
3. Evidence that proposed product provides specified warranty.
4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
5. Samples, if requested.

PART 3 - EXECUTION (Not Used)

END OF SECTION 016000

SECTION 017300 - EXECUTION

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes general procedural requirements governing execution of the Work including, but not limited to, the following:

1. Construction layout.
2. General installation of products.
3. Progress cleaning.
4. Starting and adjusting.
5. Protection of installed construction.
6. Correction of the Work.

B. See Division 01 Section "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.

1.2 QUALITY ASSURANCE

A. Layout Qualifications: A qualified construction professional who is experienced in providing construction layout services of the kind indicated.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

A. Existing Conditions: The existence and location of site improvements, utilities, and other construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of mechanical and electrical systems and other construction affecting the Work.

B. Existing Utilities: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities and other construction affecting the Work.

1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; and underground electrical services.

2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.

C. Acceptance of Conditions: Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.

1. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
2. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Existing Utility Information: Furnish information to utility that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.

B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.

D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Architect. Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents.

3.3 CONSTRUCTION LAYOUT

A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect promptly.

B. General: Lay out the Work using accepted surveying practices.

1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
2. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
3. Inform installers of lines and levels to which they must comply.
4. Check the location, level and plumb, of every major element as the Work progresses.
5. Notify Architect when deviations from required lines and levels exceed allowable tolerances.

C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and invert elevations.

D. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.

E. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Architect.

3.4 INSTALLATION

A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.

1. Make vertical work plumb and make horizontal work level.
2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.

B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.

C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.

D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.

E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.

F. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.

G. Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place, accurately located and aligned with other portions of the Work.

1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
2. Allow for building movement, including thermal expansion and contraction.
3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

H. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.

I. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.5 PROGRESS CLEANING

A. General: Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully.

1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
2. Do not hold materials more than 7 days during normal weather or 3 days if the temperature is expected to rise above 80 deg F.
3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.

B. Site: Maintain Project site free of waste materials and debris.

C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.

1. Remove liquid spills promptly.
2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.

D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.

E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.

F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

G. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.

H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.6 PROTECTION OF INSTALLED CONSTRUCTION

A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.

B. Comply with manufacturer's written instructions for temperature and relative humidity.

3.7 CORRECTION OF THE WORK

A. Repair or remove and replace defective construction. Restore damaged substrates and finishes. Comply with requirements in Division 01 Section "Cutting and Patching."

1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.

B. Restore permanent facilities used during construction to their specified condition.

C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.

D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.

E. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

END OF SECTION 017300

SECTION 017329 - CUTTING AND PATCHING

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes procedural requirements for cutting and patching including but not limited to:
   1. Village / Public Utilities
   2. Paving / Curb

B. See Divisions 2 through 49 Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.

1.2 SUBMITTALS

A. Cutting and Patching Proposal: Submit a proposal describing procedures at least 10 days before the time cutting and patching will be performed, requesting approval to proceed. Include the following information: describe cutting and patching, show how they will be performed, and indicate why they cannot be avoided; list products to be used and firms or entities that will perform the Work; indicate when cutting and patching will be performed.
   1. Utility Services and Mechanical/Electrical Systems: List services/systems that cutting and patching procedures will disturb or affect. List services/systems that will be relocated and those that will be temporarily out of service. Indicate how long services/systems will be disrupted.
   2. Structural Elements: Where cutting and patching involve adding reinforcement to structural elements, submit details and engineering calculations showing integration of reinforcement with original structure.
   3. Owner’s Representative's Approval: Obtain approval of cutting and patching proposal before cutting and patching. Approval does not waive right to later require removal and replacement of unsatisfactory work.

1.3 QUALITY ASSURANCE

A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.

B. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.

C. Miscellaneous Elements: Do not cut and patch miscellaneous elements or related components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.

D. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Owner's Representative's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

1.4 WARRANTY

A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during cutting and patching operations, by methods and with materials so as not to void existing warranties.

PART 2 - PRODUCTS

2.1 MATERIALS

A. General: Comply with requirements specified in other Sections.

B. In-Place Materials: Use materials identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.

1. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.

1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with in-place finishes or primers.
2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Temporary Support: Provide temporary support of Work to be cut.

B. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.

C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.

D. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to prevent interruption to occupied areas.

3.3 PERFORMANCE

A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.

1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.

B. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.

1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
3. Concrete: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
4. Excavating and Backfilling: Comply with requirements in applicable Division 31 Sections where required by cutting and patching operations.
5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
6. Proceed with patching after construction operations requiring cutting are complete.

C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections.

1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.

D. Cleaning: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.

END OF SECTION 017329

SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:

1. Inspection procedures.
2. Warranties.
3. Final cleaning.

B. See Division 01 Section "Payment Procedures" for requirements for Applications for Payment for Substantial and Final Completion.

C. See Division 01 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.

D. See Divisions 02 through 49 Sections for specific closeout and special cleaning requirements for the Work in those Sections.

1.2 SUBSTANTIAL COMPLETION

A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.

1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
2. Advise Owner of pending insurance changeover requirements.
3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
5. Prepare and submit Project Record Documents, operation and maintenance manuals, Final Completion construction photographs, damage or settlement surveys, property surveys, and similar final record information.
6. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
7. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
8. Complete startup testing of systems.
9. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
10. Advise Owner of changeover in utilities.

11. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
12. Complete final cleaning requirements, including touchup painting.
13. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Owner’s Representative will either proceed with inspection or notify Contractor of unfulfilled requirements. Owner’s Representative will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Owner’s Representative, that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Results of completed inspection will form the basis of requirements for Final Completion.

1.3 FINAL COMPLETION

A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:

1. Submit a final Application for Payment according to Division 01 Section "Payment Procedures."
2. Submit certified copy of Owner’s Representative's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Owner’s Representative. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
4. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.

B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Owner’s Representative will either proceed with inspection or notify Contractor of unfulfilled requirements. Owner’s Representative will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.4 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

A. Preparation: Architect will prepare the punch list. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.

1.5 WARRANTIES

A. Submittal Time: Submit written warranties on request of Owner's Representative for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.

B. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.

1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.

C. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 FINAL CLEANING

A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.

1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:

a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.

b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
d. Remove tools, construction equipment, machinery, and surplus material from Project site.
e. Remove snow and ice to provide safe access to building.
f. Clean exposed exterior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
h. Remove labels that are not permanent.
i. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.

    1) Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.

j. Wipe surfaces of mechanical and electrical equipment and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
k. Replace parts subject to unusual operating conditions.
l. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
m. Leave Project clean and ready for occupancy.

C. Pest Control: Engage an experienced, licensed exterminator to make a final inspection and rid Project of rodents, insects, and other pests. Prepare a report.

D. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

END OF SECTION 017700

SECTION 017823 - OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:

1. Emergency manuals.
2. Operation manuals for systems, subsystems, and equipment.
3. Maintenance manuals for the care and maintenance of products, materials, finishes, and systems and equipment.

B. See Divisions 02 through 49 Sections for specific operation and maintenance manual requirements for the Work in those Sections.

1.2 SUBMITTALS

A. Manual: Submit one copy of each manual in final form at least 15 days before final inspection. Architect will return copy with comments within 15 days after final inspection.

1. Correct or modify each manual to comply with Architect's comments. Submit 2 copies of each corrected manual within 15 days of receipt of Architect's comments.

PART 2 - PRODUCTS

2.1 MANUALS, GENERAL

A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain a title page, table of contents, and manual contents.

B. Title Page: Enclose title page in transparent plastic sleeve. Include the following information:

1. Subject matter included in manual.
2. Name and address of Project.
3. Name and address of Owner.
4. Date of submittal.
5. Name, address, and telephone number of Contractor.
6. Name and address of Architect.
7. Cross-reference to related systems in other operation and maintenance manuals.

C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.

D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.

1. Binders: Heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.

    a. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents. Indicate volume number for multiple-volume sets.

2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software diskettes for computerized electronic equipment.
4. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.

    a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
    b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

2.2 EMERGENCY MANUALS

A. Content: Organize manual into a separate section for type of emergency, emergency instructions, and emergency procedures.

B. Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component for fire, flood, gas leak, water leak, power failure, water outage, equipment failure, and chemical release or spill.

C. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of Owner's operating personnel for notification of Installer, supplier, and manufacturer to maintain warranties.

D. Emergency Procedures: Include instructions on stopping, shutdown instructions for each type of emergency, operating instructions for conditions outside normal operating limits, and required sequences for electric or electronic systems.

2.3 OPERATION MANUALS

A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and equipment descriptions, operating standards, operating procedures, operating logs, wiring and control diagrams, and license requirements.

B. Descriptions: Include the following:

1. Product name and model number.
2. Manufacturer's name.
3. Equipment identification with serial number of each component.
4. Equipment function.
5. Operating characteristics.
6. Limiting conditions.
7. Performance curves.
8. Engineering data and tests.
9. Complete nomenclature and number of replacement parts.

C. Operating Procedures: Include start-up, break-in, and control procedures; stopping and normal shutdown instructions; routine, normal, seasonal, and weekend operating instructions; and required sequences for electric or electronic systems.

D. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.

E. Piped Systems: Diagram piping as installed, and identify color-coding where required for identification.

2.4 PRODUCT MAINTENANCE MANUAL

A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.

B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.

C. Product Information: Include the following, as applicable:

1. Product name and model number.
2. Manufacturer's name.
3. Color, pattern, and texture.
4. Material and chemical composition.
5. Reordering information for specially manufactured products.

D. Maintenance Procedures: Include manufacturer's written recommendations and inspection procedures, types of cleaning agents, methods of cleaning, schedule for cleaning and maintenance, and repair instructions.

E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.

F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

2.5 SYSTEMS AND EQUIPMENT MAINTENANCE MANUAL

A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.

B. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.

C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including maintenance instructions, drawings and diagrams for maintenance, nomenclature of parts and components, and recommended spare parts for each component part or piece of equipment:

D. Maintenance Procedures: Include test and inspection instructions, troubleshooting guide, disassembly instructions, and adjusting instructions that detail essential maintenance procedures:

E. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.

F. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.

G. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.

H. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

PART 3 - EXECUTION

3.1 MANUAL PREPARATION

A. Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by Owner's operating personnel for types of emergencies indicated.

B. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.

C. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.

D. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.

E. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in Record Drawings to ensure correct illustration of completed installation.

    1. Do not use original Project Record Documents as part of operation and maintenance manuals.

F. Comply with Division 01 Section "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

END OF SECTION 017823

SECTION 017839 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes administrative and procedural requirements for Project Record Documents, including the following:

1. Record Drawings.
2. Record Specifications.
3. Record Product Data.

B. See Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.

C. See Divisions 02 through 49 Sections for specific requirements for Project Record Documents of the Work in those Sections.

1.2 SUBMITTALS

A. Record Drawings: Comply with the following:

1. Number of Copies: Submit 1 set of as-built documents in Adobe PDF format & AutoCAD format.

B. Record Specifications: Submit 1 copy of Project's Specifications, including addenda and contract modifications.

C. Record Product Data: Submit 2 of each Product Data submittal.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

A. Record Prints: Maintain one set of blue- or black-line white prints of the Contract Drawings and Shop Drawings.

1. Preparation: Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.

a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.

b. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.

2. Contractor shall obtain an as-built survey of the project improvements prepared and stamped by a professional surveyor licensed in the state of Illinois and inserted into the existing survey coordinate system.

3. Mark the Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. If Shop Drawings are marked, show cross-reference on the Contract Drawings.

4. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.

5. Record Prints: Organize Record Prints and newly prepared Record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.

6. Identification: As follows:
   a. Project name.
   b. Date.
   c. Designation "PROJECT RECORD DRAWINGS."
   d. Name of Owner's Representative.
   e. Name of Contractor.

2.2 RECORD SPECIFICATIONS

A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
4. Note related Change Orders and Record Drawings where applicable.

2.3 RECORD PRODUCT DATA

A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
3. Note related Change Orders, Record Specifications, and Record Drawings where applicable.

2.4 MISCELLANEOUS RECORD SUBMITTALS

A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

A. Recording: Maintain one copy of each submittal during the construction period for Project Record Document purposes. Post changes and modifications to Project Record Documents as they occur; do not wait until the end of Project.

B. Maintenance of Record Documents and Samples: Store Record Documents and Samples in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for Owner’s Representative's reference during normal working hours.

END OF SECTION 017839

DIVISION 03 - CONCRETE

SECTION 033000 - CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 SUMMARY

A. This Section specifies cast-in place concrete, including formwork, reinforcement, concrete materials, mixture design, placement procedures, and finishes.

B. See Division 31 Section "Earth Moving" for drainage fill under slabs-on-grade.

1.2 SUBMITTALS

A. Product Data: For each type of product indicated.

B. Design Mixtures: For each concrete mixture.

C. Concrete cylinder testing.

1.3 QUALITY ASSURANCE

A. Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94/C 94M requirements for production facilities and equipment.

1. Manufacturer certified according to NRMCA's "Certification of Ready Mixed Concrete Production Facilities."

B. ACI Publications: Comply with the following unless modified by requirements in the Contract Documents:

1. ACI 301, "Specification for Structural Concrete,"
2. ACI 117, "Specifications for Tolerances for Concrete Construction and Materials."

PART 2 - PRODUCTS

2.1 FORM-FACING MATERIALS

A. Smooth-Formed Finished Concrete: Form-facing panels that will provide continuous, true, and smooth concrete surfaces. Furnish in largest practicable sizes to minimize number of joints.

B. Rough-Formed Finished Concrete: Plywood, lumber, metal, or another approved material. Provide lumber dressed on at least two edges and one side for tight fit.

2.2 STEEL REINFORCEMENT

A. Reinforcing Bars: ASTM A 615/A 615M, Grade 60, deformed.

B. Plain-Steel Welded Wire Reinforcement: ASTM A 185, plain, fabricated from as-drawn steel wire into flat sheets.

C. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded wire reinforcement in place. Manufacture bar supports from steel wire, plastic, or precast concrete according to CRSI's "Manual of Standard Practice."

2.3 CONCRETE MATERIALS

A. Cementitious Material: Use the following cementitious materials, of the same type, brand, and source, throughout Project:

1. Portland Cement: ASTM C 150, Type II

    a. Fly Ash: ASTM C 618, Class C.
    b. Ground Granulated Blast-Furnace Slag: ASTM C 989, Grade 100 or 120.

B. Normal-Weight Aggregates: ASTM C 33, graded, 3/4-inch nominal maximum coarse-aggregate size.

1. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.

C. Lightweight Aggregate: ASTM C 330, 1/2-inch nominal maximum aggregate size.

D. Water: ASTM C 94/C 94M; potable.

E. Air-Entraining Admixture: ASTM C 260.

F. Chemical Admixtures: Provide admixtures certified by manufacturer to be compatible with other admixtures and that will not contribute water-soluble chloride ions exceeding those permitted in hardened concrete. Do not use calcium chloride or admixtures containing calcium chloride.

1. Water-Reducing Admixture: ASTM C 494/C 494M, Type A.
2. Retarding Admixture: ASTM C 494/C 494M, Type B.
3. Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type D.
4. High-Range, Water-Reducing Admixture: ASTM C 494/C 494M, Type F.
5. High-Range, Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type G.
6. Plasticizing and Retarding Admixture: ASTM C 1017/C 1017M, Type II.

2.4 CURING MATERIALS

A. Evaporation Retarder: Waterborne, monomolecular film forming, manufactured for application to fresh concrete.

B. Water: Potable.

C. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B, dissipating.

2.5 RELATED MATERIALS

A. Expansion- and Isolation-Joint-Filler Strips: ½" thick, polyethylene, closed cell, expansion joint filler w/ strip cap.

B. Joint Sealant: See Division 321 "Concrete Paving"

C. Aggregate Base Course: See Division 32 "Earth Moving"

2.6 CONCRETE MIXTURES

A. Prepare design mixtures for each type and strength of concrete, proportioned on the basis of laboratory trial mixture or field test data, or both, according to ACI 301.

B. Proportion normal-weight concrete mixture as follows:

1. Minimum Compressive Strength: 4500 psi at 28 days.
2. Maximum Water-Cementitious Materials Ratio: 0.40.
3. Slump Limit: 3 inches, plus or minus 1 inch.
4. Air Content: 6 percent, plus or minus 1.5 percent at point of delivery for 1 inch nominal maximum aggregate size.

2.7 FABRICATING REINFORCEMENT

A. Fabricate steel reinforcement according to CRSI's "Manual of Standard Practice."

2.8 CONCRETE MIXING

A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C 94/C 94M and furnish batch ticket information.

1. When air temperature is between 80 and 90 deg F, reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F, reduce mixing and delivery time to 60 minutes.

PART 3 - EXECUTION

3.1 FORMWORK

A. Design, erect, shore, brace, and maintain formwork according to ACI 301 to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until structure can support such loads.

B. Construct formwork so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117.

C. Provide ½" chamfer of exterior corners and edges of permanently exposed concrete unless otherwise noted.

3.2 EMBEDDED ITEMS

A. Place and secure anchorage devices and other embedded items required for adjoining work that is attached to or supported by cast-in-place concrete. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.

B. Place expansion joint materials with caulk around embedded items.

3.3 JOINTS

A. General: Construct joints true to line with faces perpendicular to surface plane of concrete.

B. Insert spacing of contraction (control) joints here or on Drawings if required. Contraction-joint spacings vary with slab thickness, aggregate size, and slump based on PCA's recommendations. Depth of joint may be varied to suit cutting method; early-entry saws may cut less than one-fourth of concrete thickness.

1. Construction Joints: Install so strength and appearance of concrete are not impaired, at locations indicated or as approved by Architect.

3.4 CONCRETE PLACEMENT

A. Before placing concrete, verify that installation of formwork, reinforcement, and embedded items is complete and that required inspections have been performed.

B. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete will be placed on concrete that has hardened enough to cause seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as indicated. Deposit concrete to avoid segregation.

C. Cold-Weather Placement: Comply with ACI 306.1.

D. Hot-Weather Placement: Comply with ACI 301.

3.5 FINISHING FORMED SURFACES

A. Rough-Formed Finish: As-cast concrete texture imparted by form-facing material with tie holes and defects repaired and patched. Remove fins and other projections that exceed specified limits on formed-surface irregularities.

1. Apply to concrete surfaces below finished grade.

B. Smooth-Formed Finish: As-cast concrete texture imparted by form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams. Repair and patch tie holes and defects. Remove fins and other projections that exceed specified limits on formed-surface irregularities.

1. Apply to concrete surfaces above finished grade.

2. Apply rubbed finish to these surfaces.

C. Rubbed Finish: Apply the following to smooth-formed finished as-cast concrete where indicated:

1. Smooth-Rubbed Finish: Not later than one day after form removal, moisten concrete surfaces and rub with carborundum brick or another abrasive until producing a uniform color and texture. Do not apply cement grout other than that created by the rubbing process.

D. Related Unformed Surfaces: At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike off smooth and finish with a texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces, unless otherwise indicated.

3.6 FINISHING FLOORS AND SLABS

A. General: Comply with ACI 302.1R recommendations for screeding, restraightening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.

B. Broom Finish: Apply a medium broom finish to exterior concrete platforms, steps, and ramps, and elsewhere as indicated.

3.7 CONCRETE PROTECTING AND CURING

A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and ACI 301 for hot-weather protection during curing.

B. Evaporation Retarder: Apply evaporation retarder to unformed concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.

C. Cure concrete according to ACI 308.1, by one or a combination of the following methods:

1. Moisture Curing: Keep surfaces continuously moist for not less than seven days.

2. Curing and Sealing Compound: Apply uniformly to floors and slabs indicated in a continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Repeat process 24 hours later and apply a second coat. Maintain continuity of coating and repair damage during curing period.

3.8 CONCRETE SURFACE REPAIRS

A. Defective Concrete: Repair and patch defective areas when approved by Architect. Remove and replace concrete that cannot be repaired and patched to Architect's approval.

3.9 FIELD QUALITY CONTROL

A. Testing and Inspecting: Owner will engage a qualified independent testing and inspecting agency to perform field tests and inspections and prepare test reports.

1. Testing Services: Tests shall be performed according to ACI 301.

2. Contractor to pull 4 cylinders for every 50 CY of concrete for compression testing. One at 7 days, two at 28 days and a spare.

END OF SECTION 033000

SECTION 116800 - PLAY FIELD EQUIPMENT AND STRUCTURES

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes the following:
   1. Playground Equipment
   2. Fitness Equipment
   3. Baggo
   4. Shelter

1.2 SUBMITTALS

A. Coordination Drawings: Plans, drawn to scale, on which the following items are shown and coordinated with each other, based on input from installers of the items involved:

   1. Extent of surface systems and use zones for equipment.
   2. Critical heights for playground surface or fall heights for equipment.

B. Manufacturers Kit:
   1. Installation Drawings
   2. Touch up Paint
   3. Spare Parts
   4. Instruction & Maintenance Manuals

C. Manufacturers' inspection letter stating compliance with ASTM & CPSC requirements.

D. Manufacturers' standard warranty.

1.3 DELIVERY, HANDLING AND STORAGE

A. Contractor shall coordinate the delivery and acceptance of the play equipment with the Owner.

B. The installing contractor shall check all materials delivered to the site to ensure that the correct materials have been received and are in good condition.

1.4 QUALITY ASSURANCE

A. Installer Qualifications: An employer of workers trained and approved by manufacturer.

B. Safety Standards: Provide playground equipment complying with or exceeding requirements in the following:

   1. ASTM F 1487.
   2. CPSC No. 325.

PART 2 - PRODUCTS

2.1 PLAYGROUND EQUIPMENT

A. NOTE: Equipment listed below will be ordered by the owner. Contractor shall take delivery and install.

B. Burke. as supplied by Play Illinois, LLC 630.200.8759 (Cheryl Parson)
   1. See attached

2.2 FITNESS EQUIPMENT

A. NOTE: Equipment listed below will be ordered and installed by the owner.

B. Greenfields Outdoor Fitness, Inc, 888.315.9037
   1. 2-person accessible chest press
      a. Item #SGR048AW-03
      b. Green/Tan
      c. Surface mount
   2. 2-person accessible combo butterfly & reverse fly (config. A)
      a. Item #SGR048EW-03
      b. Green/Tan
      c. Surface mount
   3. 4-person combo bars
      a. Item #SHP510-03K
      b. Green/Tan
      c. In-ground installation

2.3 BAGGO

A. NOTE: Equipment listed below will be ordered and installed by the owner.

B. Model #BYOB5531, as manufactured by Doty & Sons
   1. Size: 55” L x 31” W
   2. Color: to be selected by Owner from manufacturer’s full color range
   3. Size: 70’L x 12’H x 14’W, single layout

2.4 SHELTER

A. NOTE: Equipment will be ordered by the owner. Delivery accepted by contractor.

B. Manufacturer: Poligon
   1. Available from: Products4Parks
   2. Contact: Sue DalMonte / Sue@Products4parks.com / (847)-514-1085
      a. See Attached

C. Colors: To be selected by owner from manufacturer’s full color range.

2.5 CAST-IN-PLACE CONCRETE

A. Concrete Materials and Properties: Comply with requirements in Division 03 Section "Cast-In-Place Concrete".

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. General: Comply with manufacturer's written installation instructions, unless more stringent requirements are indicated. Anchor playground equipment securely, positioned at locations and elevations indicated.

1. Maximum Equipment Height: Coordinate installed heights of equipment and components with finished elevations of protective surfacing. Set equipment so fall heights and elevation requirements for age group use and accessibility are within required limits. Verify that playground equipment elevations comply with requirements for each type and component of equipment.

B. Post and Footing Excavation: Excavate holes for posts and footings as indicated in firm, undisturbed or compacted subgrade soil.

C. Post Set with Concrete Footing: Comply with ACI 301 for measuring, batching, mixing, transporting, forming, and placing concrete.

1. Set equipment posts in concrete footing.
2. Embedded Items: Use setting drawings and manufacturer's written instructions to ensure correct installation of anchorages for equipment.

END OF SECTION 116800

Dundee Township Park District
Fairhills Park

Proposal # 129-143420-1
May 02, 2023

Presented by
Play Illinois, LLC



Burke®

May 02, 2023

Mark Simon
Dundee Township Park District
500 N Randall Road
West Dundee, IL 60118

Dear Mark Simon:

Play Illinois, LLC is delighted to provide Dundee Township Park District with this playground equipment proposal.

This design was developed with your specific needs in mind, and we look forward to discussing this project further with you to ensure your complete satisfaction. Play Illinois, LLC is confident that this proposal will satisfy Dundee Township Park District's functional, environmental, and safety requirements -- and most importantly -- bring joy and excitement to the children and families directly benefiting from your new playground.

You have our personal commitment to support this project and your organization in every manner possible, and we look forward to continue developing a long-standing relationship with Dundee Township Park District. We appreciate your consideration and value this opportunity to earn your business.

Sincerely,

Cheryl Parson
Play Illinois, LLC
310 N Grant Street
Westmont, IL 60559

Design Summary

Play Illinois, LLC is very pleased to present this Proposal for consideration for the Fairhills Park located in West Dundee. BCI Burke Company, LLC has been providing recreational playground equipment for over 90 years and has developed the right mix of world-class capabilities to meet the initial and continuing needs of Dundee Township Park District. We believe our proposal will meet or exceed your project's requirements and will deliver the greatest value to you.

The following is a summary of some of the key elements of our Proposal:

- Project Name: Fairhills Park
- Project Number: 129-143420-1
- User Capacity: 133
- Age Groups: Ages 2-5 years, 5-12 years
- Dimensions: 86' 9" x 78' 4"
- Designer Name: Joel Schleis

Play Illinois, LLC has developed a custom playground configuration based on the requirements as they have been presented for the Fairhills Park playground project. Our custom design will provide a safe and affordable playground environment that is aesthetically pleasing, full of fun for all users and uniquely satisfies your specific requirements. In addition, proposal # 129-143420-1 has been designed with a focus on safety, and is fully compliant with ASTM F1487 and CPSC playground safety standards.

We invite you to review this proposal for the Fairhills Park playground project and to contact us with any questions that you may have.

Thank you in advance for giving us the opportunity to make this project a success.

Burke

SERIES: Basics, Nucleus, Synergy

SITE PLAN

DRAWN BY: Joel Schleis

BCI Burke Company, LLC PO Box 549 Fond du Lac, Wisconsin 54936-0549 Telephone 920-921-9220

Fairhills Park

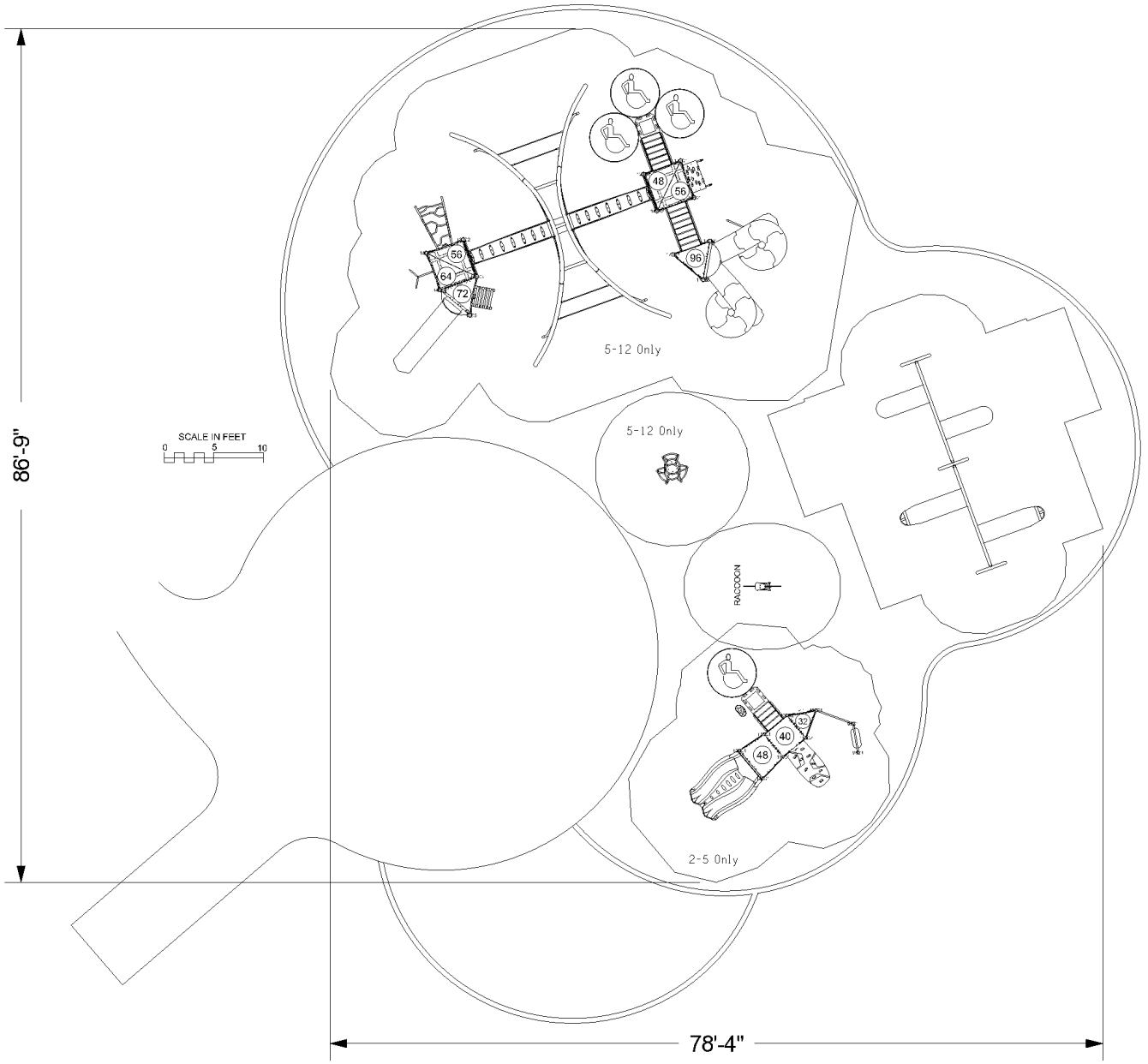
Fairhills Drive

West Dundee, IL 60118

Play Illinois, LLC

129-143420-1

May 02, 2023



INFORMATION

MINIMUM FALL ZONE SURFACED WITH RESILIENT MATERIAL

AREA

3253 SQ.FT.

PERIMETER

470 FT.

STRUCTURE SIZE

86' 9" x 78' 4"

STRUCTURE IS DESIGNED FOR CHILDREN AGES:

- ☐ 6-23 MONTH OLDS
- ☒ 2-5 YEAR OLDS
- ☒ 5-12 YEAR OLDS
- ☐ 13 + YEAR OLDS

NSF Registered to ISO 9001 NSF Registered to ISO 14001

INTERNATIONAL PLAY EQUIPMENT MANUFACTURERS ASSOCIATION PUBLIC PLAY EQUIPMENT IPEMA CERTIFIED TO ASTM F1487

To verify product certification, visit www.ipema.org

The play components identified in this plan are IPEMA certified. The use and layout of these components conform to the requirements of ASTM F1487. To verify product certification, visit www.ipema.org

The space requirements shown here are to ASTM standards. Requirements for other standards may be different.

The use and layout of play components identified in this plan conform to the CPSC guidelines. U.S. CPSC recommends the separation of age groups in playground layouts.

ADA ACCESSIBILITY GUIDELINE (ADAAG CONFORMANCE)

NUMBER OF PLAY EVENTS:	23	
NUMBER OF ELEVATED PLAY EVENTS:	14	
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY RAMP:	PROVIDED: 0	REQ'D: 0
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY TRANSFER SYSTEM:	PROVIDED: 8	
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY RAMP OR TRANSFER SYSTEM:		REQ'D: 7
NUMBER OF GROUND LEVEL PLAY EVENTS:	PROVIDED: 9	REQ'D: 5
NUMBER OF TYPES OF GROUND LEVEL PLAY EVENTS:	PROVIDED: 6	REQ'D: 3

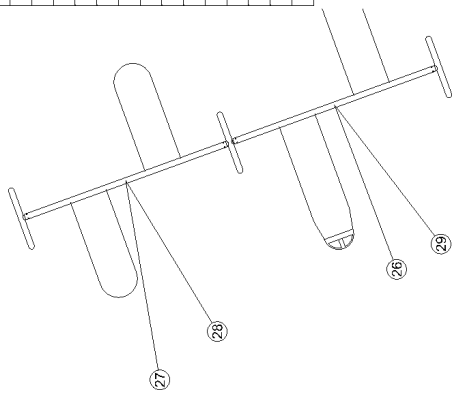
WARNING!

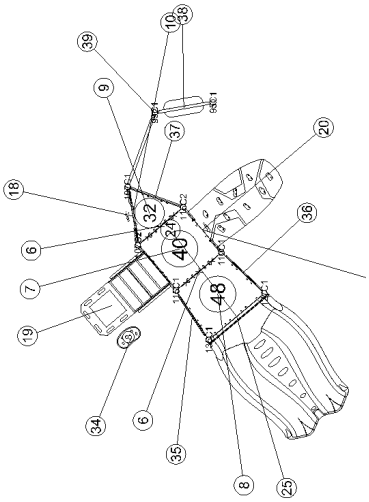
ACCESSIBLE SAFETY SURFACING MATERIAL IS REQUIRED BENEATH AND AROUND THIS EQUIPMENT.

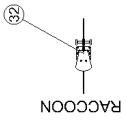
FOR SLIDE FALL ZONE SURFACING AREA SEE CPSC's Handbook for Public Playground Safety.

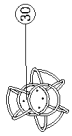
PLATFORM HEIGHTS ARE IN INCHES ABOVE RESILIENT MATERIAL.

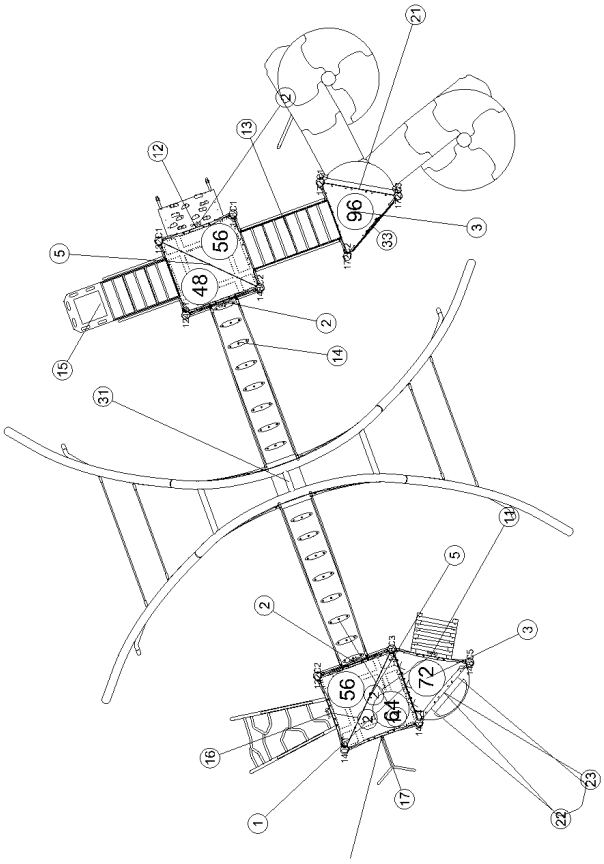
ITEM	COMP.	DESCRIPTION
1	270-0009	8" CLOSURE PLATE, ELLIPSE
2	270-0112	UNITARY ENCLOSURE
3	270-0129	TRIANGLE PLATFORM
4	270-0286	NUCLEUS STANCHION
5	270-0301	SPLIT SQUARE PLATFORMCLOS
6	290-0101	8" CLOSURE PLATE
7	290-0102	SQUARE PLATFORM
8	290-0103	TRAPEZOID PLATFORM
9	290-0106	TRIANGLE PLATFORM
10	290-0110	CLIMBER ENCLOSURE
11	370-0096	BOARD CLIMBER 72"
12	370-0106	STONE SLOPE CLIMBER 56"
13	370-0469	40" TRANSITION STAIR W/BARRI
14	370-1634	LEVEL X LINK
15	370-1659	TRANSFER STATION, HANDRAIL
16	370-1681	BETA CLIMBER 48"-56"
17	370-1711	ATOM CLIMBER 56"-72"
18	390-0130	CRUX CLIMBER 32"
19	390-0148	TRANSFER STATION, HANDRAIL
20	390-0223	ASCEND ROCK CLIMBER 32"-40"
21	470-0575	VIPER II DOUBLE SPIRAL 96
22	470-0754	VELO SLIDE 64"-72", W/O HOOD
23	470-0804	SLIDE HOOD, LOW SIDE WALL
24	490-0101	IMAGINATION DISCOVER DOUB
25	490-0137	LUGE SLIDE 48"-56"
26	550-0100	TOT SEAT, 7' & 8' PAIR, STD CH
27	550-0112	BELT SEAT, 8' PAIR, STD CHAIN
28	550-0158	3 1/2" OD ARCH SWING
29	550-0159	3 1/2" OD ARCH SWING ADD-ON
30	560-2589	COMET II
31	560-2613	LEVEL X ALLY CENTER
32	570-2692	RACCOON ROCKER
33	570-2736	PISTON PANEL
34	580-1364	LIL NOVO BEAN STEP
35	590-0099	ACORN PANEL, 2-5 ABOVE PLAT
36	590-0155	MAZE PANEL 2-SIDED, ABOVE PI
37	590-0398	PIPE WALL 2-5
38	590-0400	SYNERGY COUNTER
39	590-0401	SYNERGY DOORWAY











Burke

May 02, 2023

SERIES: Basics, Nucleus, Synergy

COMPONENT PLAN

DRAWN BY: Joel Schleis

Fairhills Park

Fairhills Drive

West Dundee, IL 60118

Play Illinois, LLC

129-143420-1

The protective surfacing for this design must accomodate the critical fall height.

Burke

May 02, 2023

SERIES: Basics, Nucleus, Synergy
ELEVATION PLAN
DRAWN BY: Joel Schleis

Fairhills Park
Fairhills Drive
West Dundee, IL 60118

Play Illinois, LLC
129-143420-1

BCI Burke Company, LLC PO Box 549 Fond du Lac, Wisconsin 54936-0549 Telephone 920-921-9220



Burke

May 02, 2023

SERIES: Basics, Nucleus, Synergy
ISOMETRIC PLAN
DRAWN BY: Joel Schleis

Fairhills Park
Fairhills Drive
West Dundee, IL 60118

Play Illinois, LLC
129-143420-1

BCI Burke Company, LLC PO Box 549 Fond du Lac, Wisconsin 54936-0549 Telephone 920-921-9220

Proposal # **129-143420-1**

May 02, 2023
2023 Pricing

Proposal Prepared for:
Mark Simon
Dundee Township Park District
500 N Randall Road
West Dundee, IL 60118

Project Location:
Fairhills Park
Fairhills Drive
West Dundee, IL 60118

Proposal Prepared by:
Play Illinois, LLC
310 N Grant Street
Westmont, IL 60559

Cheryl Parson
Phone: 630-200-8759
cparson@playil.com

Component No.	Description	Qty	User Cap	Ext. User Cap	Weight	Ext. Weight
Burke Basics						
370-1634	LEVEL X LINK	2	2	4	45	90
550-0100	TOT SEAT, 7' & 8' PAIR, STD ...	1	2	2	23	23
550-0112	BELT SEAT, 8' PAIR, STD CHAIN	1	2	2	20	20
550-0158	3 1/2" OD ARCH SWING	1	0	0	264	264
550-0159	3 1/2" OD ARCH SWING ADD-ON	1	0	0	160	160
560-2589	COMET II	1	6	6	147	147
560-2613	LEVEL X ALLY CENTER	1	41	41	1,124	1,124
570-2692	RACCOON ROCKER	1	1	1	65	65
580-1364	LIL NOVO BEAN STEP	1	1	1	28	28
660-0101	INSTALL KIT, BURKE BASICS - P...	1	0	0	2	2
Nucleus						
072-0500-124C	5" OD X 124" CAPPED POST	1	0	0	65	65
072-0500-132C	5" OD X 132" CAPPED POST	2	0	0	69	138
072-0500-140C	5" OD X 140" CAPPED POST	1	0	0	74	74
072-0500-148C	5" OD X 148" CAPPED POST	5	0	0	78	390
072-0500-172C	5" OD X 172" CAPPED POST	3	0	0	90	270
270-0009	8" CLOSURE PLATE, ELLIPSE	1	0	0	8	8
270-0112	UNITARY ENCLOSURE	5	0	0	34	170
270-0129	TRIANGLE PLATFORM	2	2	4	48	96
270-0286	NUCLEUS STANCHION	1	0	0	37	37
270-0301	SPLIT SQUARE PLATFORMCLOSURE ...	2	4	8	108	216
370-0096	BOARD CLIMBER 72"	1	5	5	64	64
370-0106	STONE SLOPE CLIMBER 56"	1	2	2	74	74
370-0469	40" TRANSITION STAIR W/BARRIE...	1	4	4	279	279
370-1659	TRANSFER STATION, HANDRAIL 48"	1	6	6	210	210
370-1681	BETA CLIMBER 48"-56"	1	2	2	45	45
370-1711	ATOM CLIMBER 56"-72"	1	3	3	48	48
470-0575	VIPER II DOUBLE SPIRAL 96	1	8	8	595	595
470-0754	VELO SLIDE 64"-72", W/O HOOD	1	2	2	111	111
470-0804	SLIDE HOOD, LOW SIDE WALL	1	0	0	32	32
570-2736	PISTON PANEL	1	1	1	47	47
600-0104	NPPS SUPERVISION SAFETY KIT	1	0	0	3	3
660-0103	MAINTENANCE KIT, STRUCTURE	1	0	0	7	7
660-0104	INSTALLATION KIT, STRUCTURE	1	0	0	5	5
Synergy						
072-0300-107C	3 1/2" OD X 107" CAPPED POST	2	0	0	40	80
072-0300-115C	3 1/2" OD X 115" CAPPED POST	2	0	0	42	84
072-0300-119C	3 1/2" OD X 119" CAPPED POST	1	0	0	44	44
072-0300-127C	3 1/2" OD X 127" CAPPED POST	1	0	0	47	47

Proposal # **129-143420-1**

May 02, 2023
2023 Pricing

072-0300-135C	3 1/2" OD X 135" CAPPED POST	1	0	0	50	50
072-0300-95C	3 1/2" OD X 95" CAPPED POST	1	0	0	35	35
072-0300-99C	3 1/2" OD X 99" CAPPED POST	1	0	0	37	37
290-0101	8" CLOSURE PLATE	2	0	0	5	10
290-0102	SQUARE PLATFORM	1	4	4	59	59
290-0103	TRAPEZOID PLATFORM	1	4	4	64	64
290-0106	TRIANGLE PLATFORM	1	2	2	33	33
290-0110	CLIMBER ENCLOSURE	2	0	0	21	42
390-0130	CRUX CLIMBER 32"	1	4	4	29	29
390-0148	TRANSFER STATION, HANDRAIL 40"	1	5	5	175	175
390-0223	ASCEND ROCK CLIMBER 32"-40"	1	2	2	81	81
490-0101	IMAGINATION DISCOVER DOUBLE S...	1	0	0	20	20
490-0137	LUGE SLIDE 48"-56"	1	4	4	168	168
590-0099	ACORN PANEL, 2-5 ABOVE PLATFO...	1	2	2	26	26
590-0155	MAZE PANEL 2-SIDED, ABOVE PLA...	1	1	1	32	32
590-0398	PIPE WALL 2-5	1	0	0	30	30
590-0400	SYNERGY COUNTER	1	2	2	52	52
590-0401	SYNERGY DOORWAY	1	1	1	34	34

Total User Capacity: 133
Total Weight: 6,139 lbs.

Total Equipment Price: $87,887
Special Courtesy Discount: -(15,419)
Shipping Cost: 2,500
Total: $74,968

Special Notes:
Prices do not include unloading, material storage, site excavation/preparation, removal of existing equipment, removal of excess soil from footing holes, site security, safety surfacing, installation, or sales tax (if applicable). Prices are based on standard colors per CURRENT YEAR BCI Burke Catalog. Custom colors, where available, would be an extra charge. **Pricing is valid for 30 days from the date of this proposal.**

Proposal # **129-143420-1**

May 02, 2023
2023 Pricing

Selected Color List

Color Group	Color
Phase 1	
Accessory	Tan
Platform	Brown
Post	Brown
Kore Konnect	Brown
Rotomolded	Lime
1 Color Extruded/Flat	Lime
2 Color Extruded/Flat (outer)	Lime
2 Color Extruded/Flat (inner)	Black
Phase 2	
Platform	Brown
Accessory	Tan
Post	Brown
Rotomolded	Lime
2 Color Extruded/Flat (outer)	Lime
2 Color Extruded/Flat (inner)	Black
1 Color Extruded/Flat	Lime
Phase 3	
Contemporary Swing Fittings	Brown
Accessory	Tan
1 Color Extruded/Flat	Lime
2 Color Extruded/Flat (outer)	Lime
2 Color Extruded/Flat (inner)	Black

BURKE GENERATIONS WARRANTY®

The Longest and Strongest warranty in the industry

BCI Burke Company, LLC ("Burke") warrants that all standard products are warranted to be free from defects in materials and workmanship, under normal use and service, for a period of one (1) year from the date of shipment.

We stand behind our products. In addition, the following products are warranted, under normal use and service from the date of shipment as follows:

- One Hundred (100) Year Limited Warranty on aluminum and steel upright posts (including Intensity®, Synergy™, Nucleus®, Voltage®, Little Buddies®, ELEVATE®, ACTIVATE®, INVIGORATE™) against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on KoreKonnect® clamps against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on Hardware (nuts, bolts, washers)
- One Hundred (100) Year Limited Warranty on bolt-through fastening and clamp systems (Synergy™, Intensity®, Nucleus®, Voltage®, Little Buddies®, ELEVATE®).
- Twenty-Five (25) Year Limited Warranty on spring assemblies and aluminum cast animals.
- Fifteen (15) Year Limited Warranty on structure platforms and decks, metal roofs, table tops, bench tops, railings and barriers against structural failure due to materials or workmanship.
- Fifteen (15) Year Limited Warranty on all plastic components including StoneBorders against structural failure due to materials or workmanship.
- Ten (10) Year Limited Warranty on ShadePlay Canopies fabric, threads, and cables against degradation, cracking or material breakdown resulting from ultra-violet exposure, natural deterioration or manufacturing defects. This warranty is limited to the design loads as stated in the specifications.
- Ten (10) Year Limited Warranty on NaturePlay® Boulders and GFRC products against structural failure due to natural deterioration or workmanship. Natural wear, which may occur with any concrete product with age, is excluded from this warranty
- Ten (10) Year Limited Warranty on Full Color Custom Signage against manufacturing defects that cause delamination or degradation of the sign. Full Color Custom Signs also carry a two (2) year warranty against premature fading of the print and graphics on the signs.
- Five (5) Year Limited Warranty on Intensity® and RopeVenture® cables and LEVEL X® flex bridge against premature wear due to natural deterioration or manufacturing defects. Determination of premature wear will be at the manufacturer's discretion.
- Five (5) Year Limited Warranty on moving parts, including swing components, against structural failure due to materials or workmanship.
- Five (5) Year Limited Warranty on PlayEnsemble® cables and mallets against defects in materials and workmanship.
- Three (3) Year Limited Warranty on electronic panel speakers, sound chips and circuit boards against electronic failure caused by manufacturing defects.

The warranty stated above is valid only if the equipment is erected in conformity with the layout plan and/or installation instructions furnished by BCI Burke Company, LLC using approved parts; have been maintained and inspected in accordance with BCI Burke Company, LLC instructions. Burke's liability and your exclusive remedy hereunder will be limited to repair or replacement of those parts found in Burke's reasonable judgment to be defective. Any claim made within the above stated warranty periods must be made promptly after discovery of the defect. A part is covered only for the original warranty period of the applicable part. Replacement parts carry the applicable warranty from the date of shipment of the replacement from Burke. After the expiration of the warranty period, you must pay for all parts, transportation and service charges.

Burke reserves the right to accept or reject any claim in whole or in part. Burke will not accept the return of any product without its prior written approval. Burke will assume transportation charges for shipment of the returned product if it is returned in strict compliance with Burke's written instructions.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IF THE FOREGOING DISCLAIMER OF ADDITIONAL WARRANTIES IS NOT GIVEN FULL FORCE AND EFFECT, ANY RESULTING ADDITIONAL WARRANTY SHALL BE LIMITED IN DURATION TO THE EXPRESS WARRANTIES AND BE OTHERWISE SUBJECT TO AND LIMITED BY THE TERMS OF BURKE'S PRODUCT WARRANTY. SOME STATES DO NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Warranty Exclusions: The above stated warranties do not cover: "cosmetic" defects, such as scratches, dents, marring, or fading; damage due to incorrect installation, vandalism, misuse, accident, wear and tear from normal use, exposure to extreme weather; immersion in salt or chlorine water, unauthorized repair or modification, abnormal use, lack of maintenance, or other cause not within Burke's control; and

Limitation of Remedies: Burke is not liable for consequential or incidental damages, including but not limited to labor costs or lost profits resulting from the use of or inability to use the products or from the products being incorporated in or becoming a component of any other product. If, after a reasonable number of repeated efforts, Burke is unable to repair or replace a defective or nonconforming product, Burke shall have the option to accept return of the product, or part thereof, if such does not substantially impair its value, and return the purchase price as the buyer's entire and exclusive remedy. Without limiting the generality of the foregoing, Burke will not be responsible for labor costs involved in the removal of products or the installation of replacement products. Some states do not allow the exclusion of incidental damages, so the above exclusion may not apply to you.

The environment near a saltwater coast can be extremely corrosive. Some corrosion and/or deterioration is considered "normal wear" in this environment. Product installed within 500 yards of a saltwater shoreline will only be covered for half the period of the standard product warranty, up to a maximum of five years, for defects caused by corrosion. Products installed in direct contact with saltwater or that are subjected to salt spray are not covered by the standard warranty for any defects caused by corrosion.

Contact your local Burke Representative for warranty information regarding Burke Turf® and Burke Tile products.

Terms of Sale

Pricing: Prices published in this catalog are in USD, are approximate and do not include shipping & handling, surfacing, installation nor applicable taxes. All prices are subject to change without notice. Contact your Burke representative for current pricing. Payments are to be made in USD.

Weights: Weights are approximate and may vary with actual orders.

Installation: All equipment is shipped unassembled. For a list of factory-certified installers in your area, please contact your Burke representative.

Specifications: Product specifications in this catalog were correct at the time of publication. However, product improvements are ongoing at Burke, and we reserve the right to change or discontinue specifications without notice.

Loss or Damage in Transit: A signed bill of lading is our receipt from a carrier that our shipment to you was complete and in good condition upon arrival. Before you sign, please check the Bill of Lading carefully when the shipment arrives to make sure nothing is missing and there are no damages. Once the shipment leaves our plant, we are no longer responsible for any damage, loss or shortage.

For more information regarding the warranty, call Customer Service at 920-921-9220 or 1-800-356-2070. **01/2022**

Greenfields Outdoor Fitness

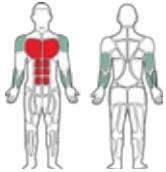
Promoting Wellness & Fighting Obesity One Community at a Time.™



TWO-PERSON ACCESSIBLE CHEST PRESS

SGR048AW

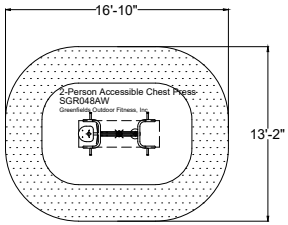
U.S. Patent 9,079,069 B1



Target muscles

Secondary muscles

Strengthens chest, shoulders, upper and mid abs, forearms and triceps





VIEW THE VIDEO

greenfieldsfitness.com/accessible-chest-press-video.html



Greenfields' units are designed to accommodate the majority of users age 14 and above; however, due to the nature of outdoor fitness equipment, units are "one size fits most".

In order to honor our commitment to quality and safety, Greenfields Outdoor Fitness reserves the right to make changes and revise the design specifications without notice.

© 2022 Greenfields Outdoor Fitness

Greenfields Outdoor Fitness

Promoting Wellness & Fighting Obesity One Community at a Time.™

2-PERSON ACCESSIBLE COMBO BUTTERFLY & REVERSE FLY (CONFIG. A OR B)

SGR048EW

U.S. Patent 9,079,069 B1

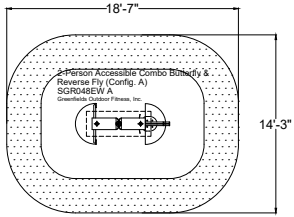


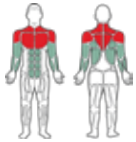


Configuration A

Accessible side
Butterfly

Standard side
Reverse Butterfly





Strengthens chest, shoulders, back, arms,and upper & mid-abs

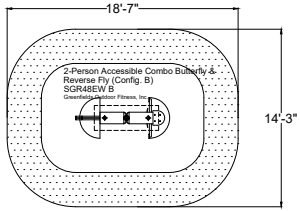




Configuration B

Accessible side
Reverse Butterfly

Standard side
Butterfly



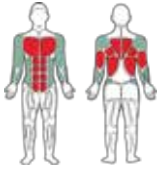
Greenfields' units are designed to accommodate the majority of users age 14 and above; however, due to the nature of outdoor fitness equipment, units are "one size fits most".
In order to honor our commitment to quality and safety, Greenfields Outdoor Fitness reserves the right to make changes and revise the design specifications without notice.

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4-PERSON COMBO BARS

SHP510





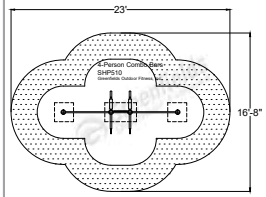
Target muscles

Secondary muscles

Strengthens shoulders & biceps

Exercises:

- Pull-ups
- Leg raises
- Dips
- Stretching
- Great social activity





VIEW THE VIDEO

greenfieldsfitness.com/combo-bars-video.html





Greenfields' units are designed to accommodate the majority of users age 14 and above; however, due to the nature of outdoor fitness equipment, units are "one size fits most".

In order to honor our commitment to quality and safety, Greenfields Outdoor Fitness reserves the right to make changes and revise the design specifications without notice.

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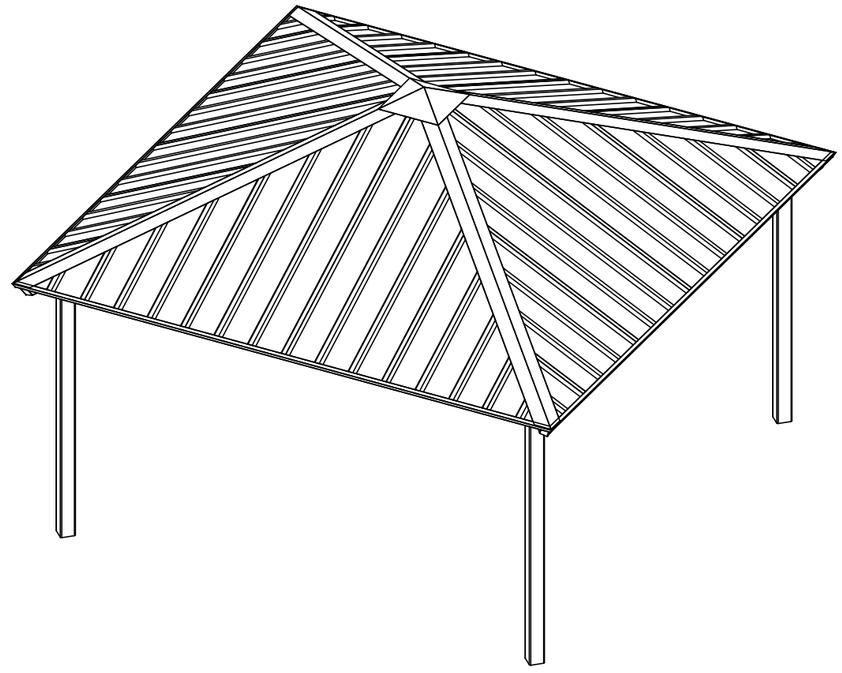
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PROJECT:

LOCATION:

BUILDING TYPE: SQR-16

ROOF TYPE: MULTI-RIB



DRAWING LIST:

SHEET NUMBER	DRAWING DESCRIPTION
CS	COVER SHEET
1	ARCHITECTURAL ELEVATIONS
2	STRUCTURAL FRAMING PLAN
3	COLUMN LAYOUT

FABRICATOR APPROVALS:
CITY OF PHOENIX, AZ APPROVED FABRICATOR #C08-2010
CITY OF LOS ANGELES, CA APPROVED FABRICATOR #1596
CITY OF RIVERSIDE, CA APPROVED FABRICATOR #SP06-0033
CITY OF HOUSTON, TX APPROVED FABRICATOR #470
CLARK COUNTY, NV APPROVED FABRICATOR #264
STATE OF UTAH APPROVED FABRICATOR 02008-14

CERTIFICATES:
MIAMI-DADE COUNTY CERTIFICATE OF COMPETENCY NO. 16-1025.01
PCI (POWDER COATING INSTITUTE) 4000 CERTIFIED

MATERIALS:

DESCRIPTION	ASTM DESIGNATION
TUBE STEEL	A500 (GRADE B)
SCHEDULE PIPE	A53 (GRADE B)
RMT PIPE	A519
LIGHT GAGE COLD FORMED	A1003 (GRADE 50)
STRUCTURAL STEEL PLATE	A36
ROOF PANELS (STEEL)	A653

GENERAL NOTES:
UNLESS NOTED OTHERWISE, THIS STRUCTURE WAS DESIGNED TO ONLY SUPPORT WHAT IS SHOWN ON THESE DRAWINGS. POLIGON MUST BE CONTACTED IF ANYTHING ELSE IS TO BE ATTACHED TO THIS STRUCTURE (WALLS, COLUMN WRAPS, RAILINGS, ETC.) SO THE DESIGN OF THIS STRUCTURE CAN BE REVIEWED AND POSSIBLY REVISED.

UNLESS NOTED OTHERWISE, THIS STRUCTURE WAS DESIGNED ASSUMING A 20' SEPARATION BETWEEN ANY ADJACENT STRUCTURE WITH AN EAVE HEIGHT EQUAL TO OR GREATER THAN THE EAVE HEIGHT OF THIS STRUCTURE. IF THAT SEPARATION DOES NOT EXIST, POLIGON MUST BE CONTACTED SO THE DESIGN OF THIS STRUCTURE CAN BE REVIEWED AND POSSIBLY REVISED.

STRUCTURAL STEEL SHALL BE DETAILED, FABRICATED, AND ERECTED IN ACCORDANCE WITH THE LATEST EDITION OF THE AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC) SPECIFICATION MANUAL.

ALL WELDING IS PERFORMED BY AMERICAN WELDING SOCIETY CERTIFIED WELDERS AND CONFORMS TO THE LATEST EDITION OF AWS D1.1 OR D1.3 AS REQUIRED.

PARTS SHOWN MAY BE UPGRADED DUE TO STANDARDIZED FABRICATION. REFER TO THE SHIPPING BILL OF MATERIALS FOR POSSIBLE SUBSTITUTIONS.

FOR PROPER FIELD INSTALLATION OF THE BUILDING IT IS RECOMMENDED THAT THE PRIMARY FRAME INSTALLER AND THE ROOF INSTALLER HAVE A MINIMUM FIVE (5) YEARS DOCUMENTED EXPERIENCE INSTALLING THIS TYPE OF PRODUCT.

FOR PROPER FIELD INSTALLATION OF THE BUILDING IT IS RECOMMENDED THAT ELECTRIC WIRING, IF REQUIRED, BE RUN THROUGH THE STRUCTURAL MEMBERS BEFORE THE BUILDING IS ERECTED.

STOP!!
NOT FOR CONSTRUCTION

USE FOR PRELIMINARY PLANNING AND ESTIMATING ONLY

DRAWING: COVER SHEET
SCALE: 1:48
REV LEVEL: A

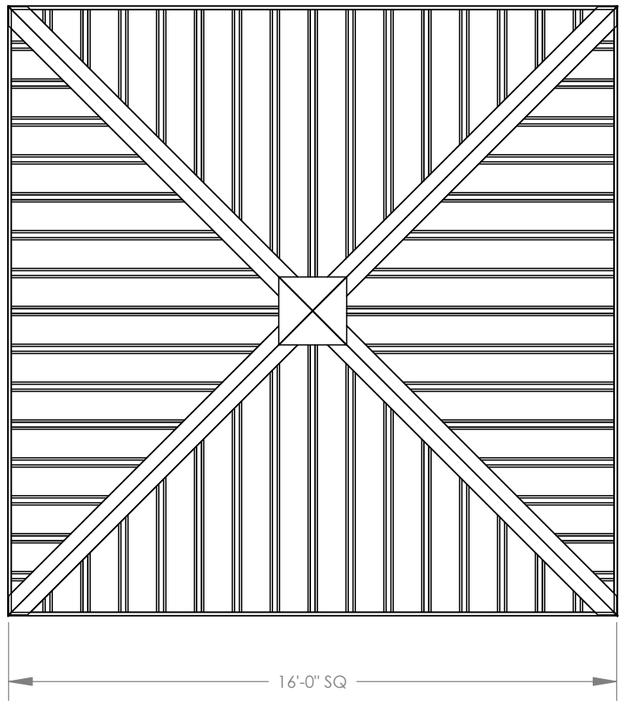
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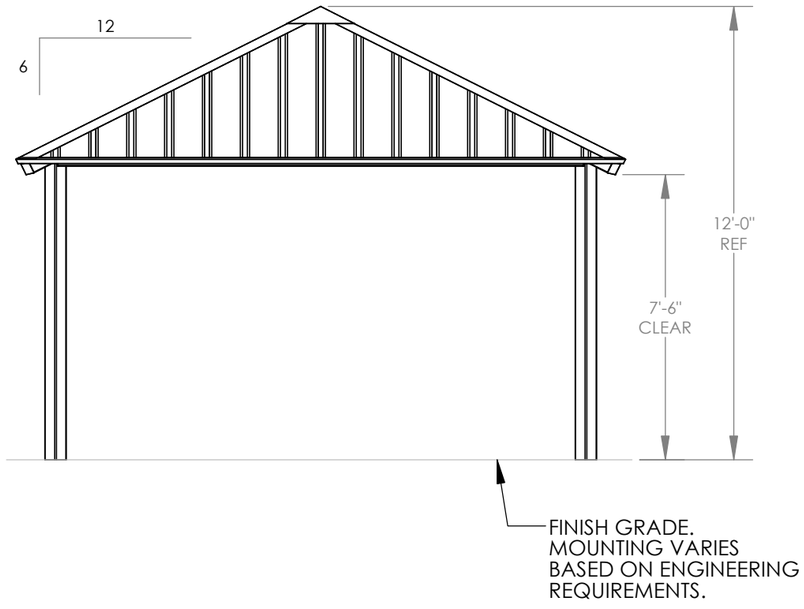
SHEET
CS

GENERAL ROOF NOTES:

1. METAL ROOFING:
   - 24 GAUGE
   - GALVALUME COATED
   - KYNAR 500 PAINTED
2. TRIM COLOR MATCHES ROOF
3. SEE POLIGON.COM FOR COLOR OPTIONS







STOP!!

NOT FOR CONSTRUCTION

USE FOR PRELIMINARY PLANNING AND ESTIMATING ONLY

DRAWING: ARCHITECTURAL ELEVATIONS

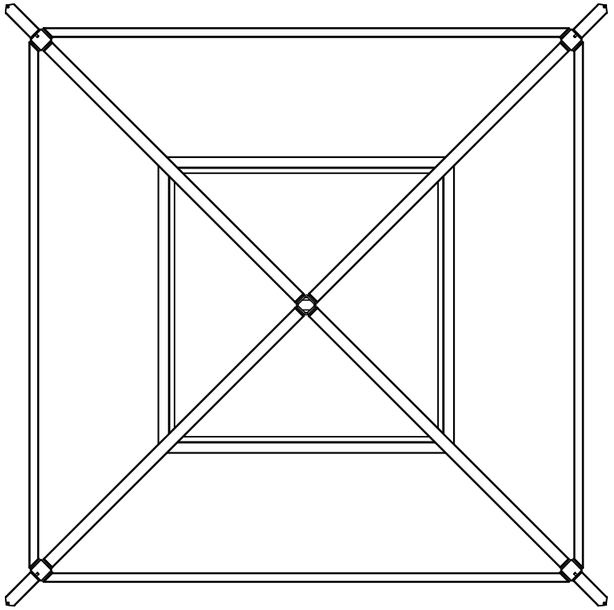
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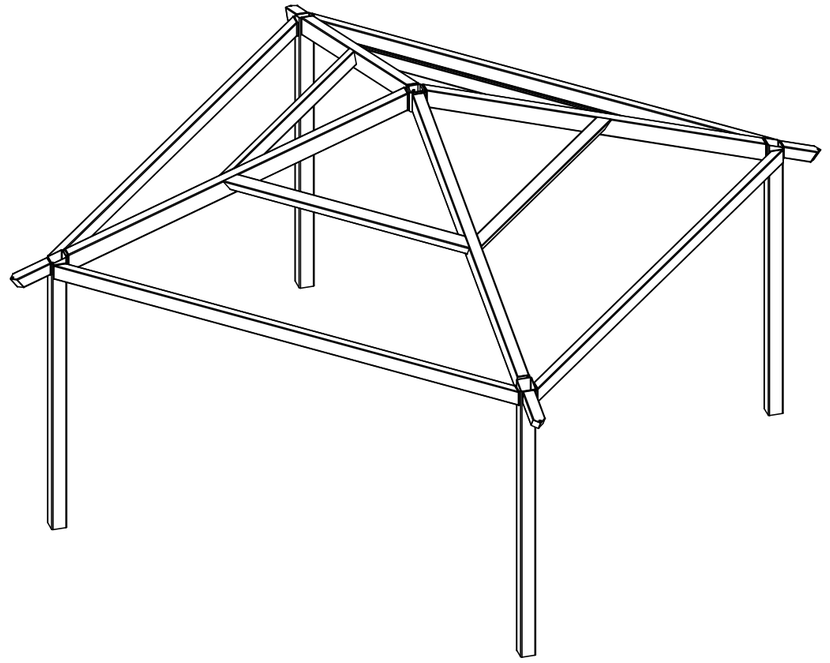
REV LEVEL: A

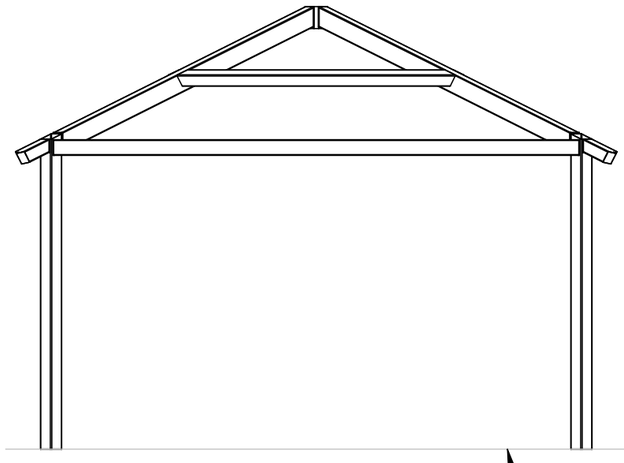
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SHEET 1







FINISH GRADE.
MOUNTING VARIES
BASED ON ENGINEERING
REQUIREMENTS.

STOP!!

NOT FOR CONSTRUCTION

USE FOR PRELIMINARY PLANNING AND ESTIMATING ONLY

DRAWING:
STRUCTURAL FRAMING PLAN

SCALE:
1:48

REV LEVEL:
A

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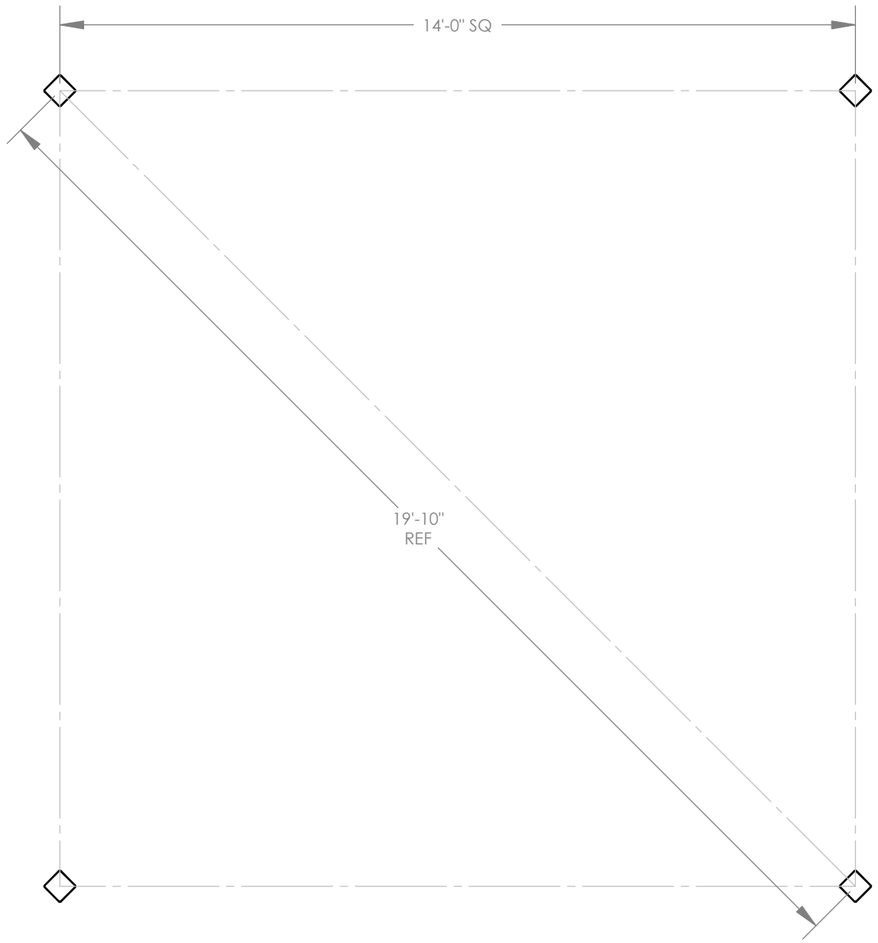
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SHEET
2

BASEPLATE NOTES:

1. POLIGON ENGINEERING WILL DETERMINE REQUIRED BASEPLATE DESIGN AFTER ENGINEERING PACKAGE IS ORDERED.
2. CUSTOMER MAY SUGGEST PREFERRED BASEPLATE DESIGN.



STOP!!
NOT FOR CONSTRUCTION

USE FOR PRELIMINARY PLANNING AND ESTIMATING ONLY

DRAWING:
COLUMN LAYOUT

SCALE:
1:32

REV LEVEL:
A

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SHEET
3

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FRAME COLOR: SURREY BEIGE
ROOF COLOR: EVERGREEN

COLORS SHOWN FOR ILLUSTRATIVE PURPOSES ONLY. FOR OTHER COLOR SELECTIONS, PLEASE SUBMIT AN E1 DRAWING REQUEST.

SQR-16

SECTION 129300 - SITE FURNISHINGS

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes the following:

1. Bench. **Purchase by Owner, Install by Contractor.**
2. Trash Receptacle. **Purchase by Owner, Install by Contractor.**
3. Picnic Table. **Purchase by Owner, Install by Contractor.**

1.2 SUBMITTALS

A. Product Data: For each type of product indicated.

B. Material Certificates: For site furnishings, signed by manufacturers.

C. Maintenance Data.

PART 2 - PRODUCTS

2.1 FURNITURE

A. Bench: Bench 58-60, 6’ bench, surface mount.
1. Manufactured by DuMor, Inc.
a. Representative: NuToys Leisure Products.
b. Contact: Jennifer Rivera / jenniferr@nutoys4fun.com / (708) 579-9055.
2. Color: black.

B. Trash Receptacle: Receptacle 84-22, 22 Gallon Receptacle with flat top lid, surface mount.
1. Manufactured by DuMor, Inc.
a. Representative: NuToys Leisure Products.
b. Contact: Jennifer Rivera / jenniferr@nutoys4fun.com / (708) 579-9055.
2. Color: black.

C. Picnic Table, SXS-3PE-ACC, ADA Table, surface mount.
1. Manufactured by Paris Site Furnishings and Outdoor Fitness
a. Representative: Play Design Scapes, Inc.
b. Contact: Gina Wilch / gina@playdesignscapes.com / (224) 324-4597.
c. Color: black

2.2 FABRICATION

A. Metal Components: Form to required shapes and sizes with true, consistent curves, lines, and angles. Separate metals from dissimilar materials to prevent electrolytic action.

B. Welded Connections: At exposed connections, finish surfaces smooth and blended so no roughness or unevenness shows after finishing and welded surface matches contours of adjoining surfaces.

C. Pipes and Tubes: Form simple and compound curves by bending members in jigs to produce uniform curvature for each repetitive configuration required; maintain cylindrical cross section of member throughout entire bend without buckling, twisting, cracking, or otherwise deforming exposed surfaces of handrail and railing components.

D. Exposed Surfaces: Polished, sanded, or otherwise finished; all surfaces smooth, free of burrs, barbs, splinters, and sharpness; all edges and ends rolled, rounded, or capped.

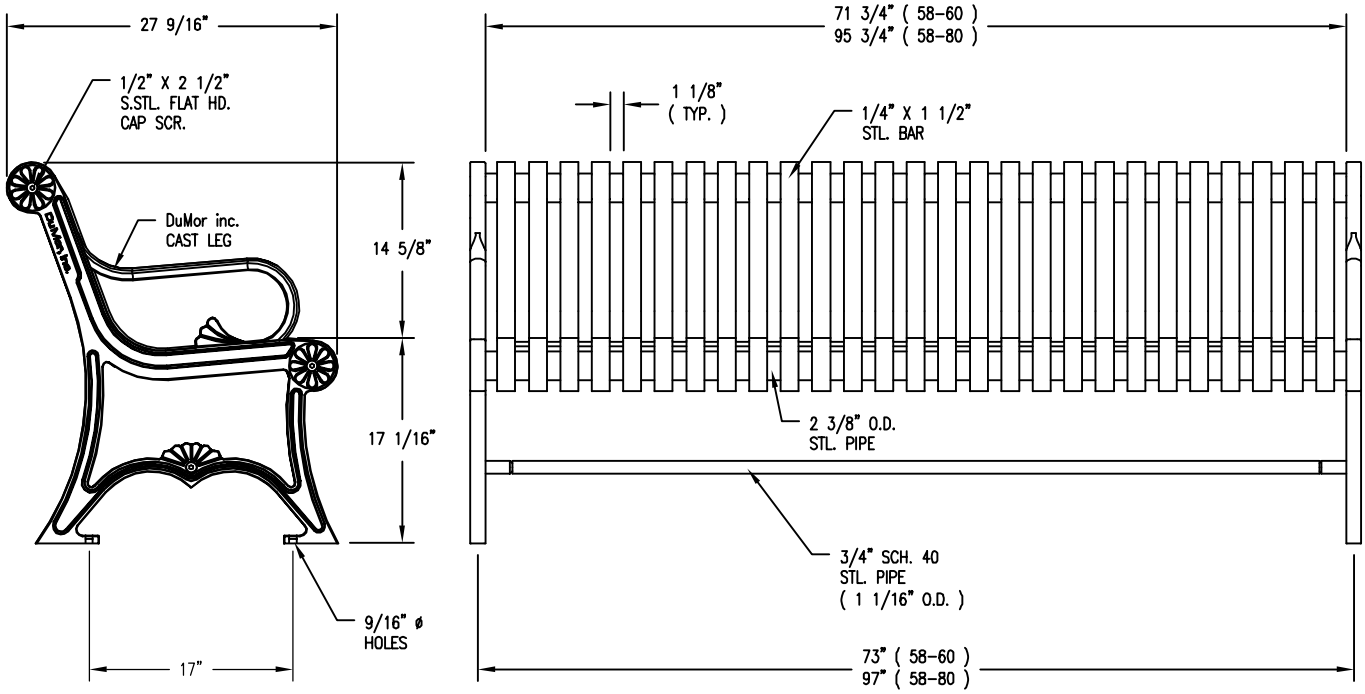
E. Factory Assembly: Assemble components in the factory to greatest extent possible to minimize field assembly. Clearly mark units for assembly in the field.

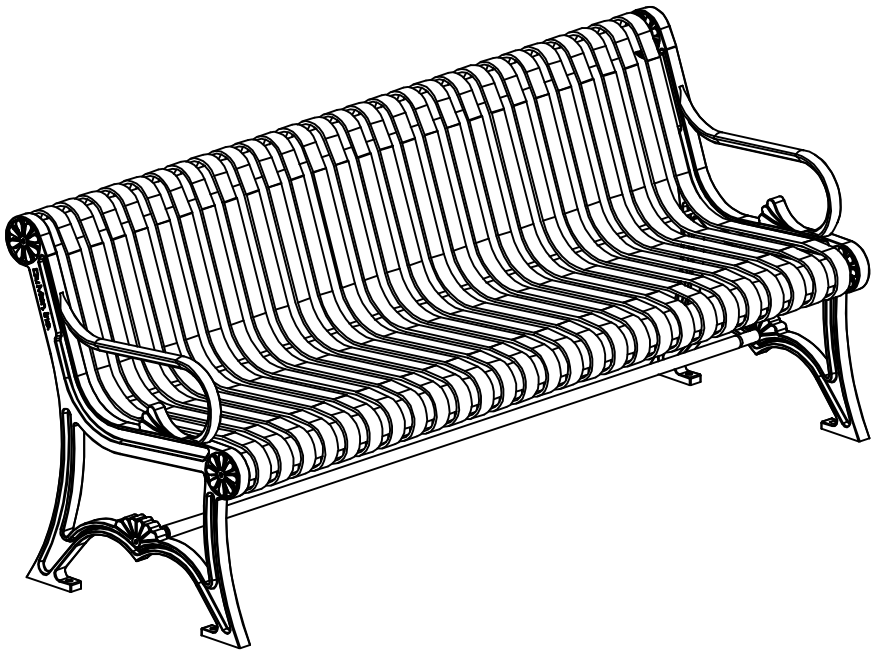
PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Comply with manufacturer's written installation instructions unless more stringent requirements are indicated. Complete field assembly of site furnishings where required.

END OF SECTION 129300





NOTES

1.) ALL STL. MEMBERS COATED W/ ZINC RICH EPOXY THEN FINISHED W/ POLYESTER POWDER COATING.

2.) 1/2" X 3 3/4" EXPANSION ANCHOR BOLTS PROVIDED.

3.) CUSTOM LETTERING AVAILABLE FOR RECESSED SIDE PANELS (TOTAL OF 37 SPACES)

☐ CUSTOM LETTERING (37 SPACES) _____

LENGTH OPTIONS

☐ 6' BENCH

☐ 8' BENCH

DuMor, inc.	BENCH	DATE DRAWN : 3/22/94 DRAWN BY : AH DATE REV. : 11/21/99 REV. BY : JSB	REV. D	DRAWING NUMBER 58 SERIES	SHEET 1 OF 2

NOTES:

1.) DURING ASSEMBLY PROCEDURE; DO NOT COMPLETELY TIGHTEN HARDWARE.
2.) THE ACTUAL PARTS WILL NOT BE NUMBERED. NUMBERS ONLY APPLY TO DRAWING.
3.) UPON COMPLETION OF ASSEMBLY SQUARE ALL COMPONENTS THEN TIGHTEN ALL HARDWARE.
4.) MOUNT AND ANCHOR AS SPECIFIED.

TOOLS REQ'D

3/4" WRENCH
5/16" ALLEN WRENCH
1/2" MASONRY DRILL BIT
DRILL
RATCHET STRAP (PROVIDED)

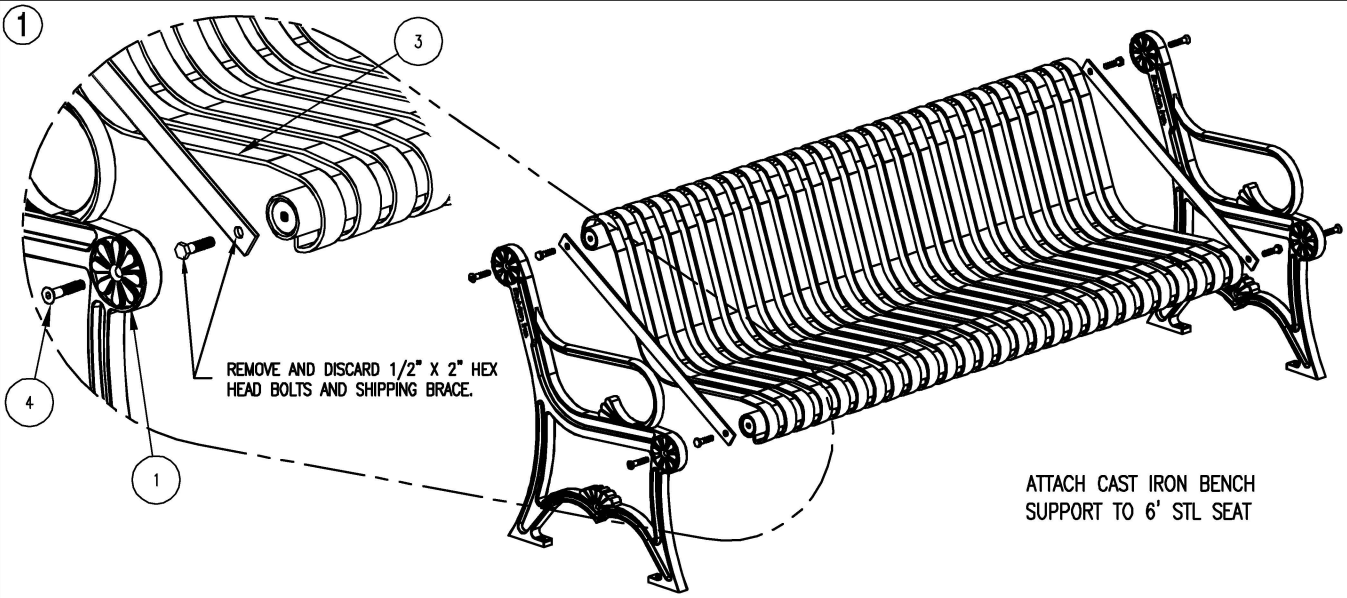
PARTS LIST

ITEM	QTY	PART NO	DESCRIPTION
1	2	0-57-00-02	CAST IRON BENCH SUPPORT
2	1	0-57-60-04	71 3/4" PIPE BRACE
3	1	0-58-60-01	6' STL SEAT
4	6	1-12-065	1/2" X 2 1/2" FLT SKT HD CAP SCR

KITS PROVIDED

ITEM	QTY	PART NO	DESCRIPTION
5	1	K-FC0840-6	1/2" CAP HARDWARE KIT (6PC)
6	1	K-ANC0860-4	1/2" X 3 3/4" SS ANCHOR KIT (4PC)

1



ATTACH CAST IRON BENCH SUPPORT TO 6' STL SEAT

1A



PLACE SEAT ASSEMBLY ON WORK SURFACE ALLOWING ACCESS TO ENDS. PLACE RATCHET STRAP AROUND SEAT ASSEMBLY AS SHOWN ABOVE.

1B



TIGHTEN STRAP UNTIL SHIPPING BRACKET BECOMES LOOSE. THEN REMOVE AND DISCARD BOLTS & SHIPPING BRACKET.

1C



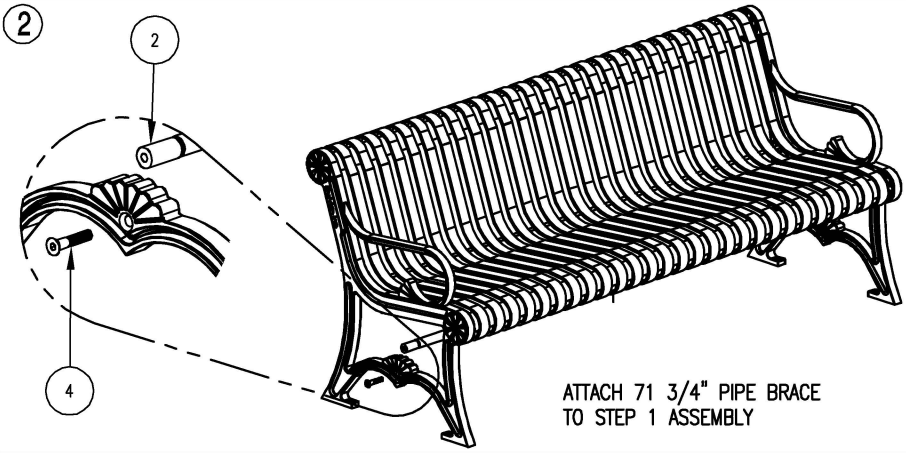
ATTACH CAST SUPPORT TO SEAT ASSEMBLY. IF HOLES IN CASTING DO NOT ALIGN WITH THE SEAT ASSEMBLY, ADJUST BY USING THE RATCHET STRAP.

1D



TIGHTEN HARDWARE THEN REMOVE RATCHET STRAP AND REPEAT THIS PROCEDURE ON THE OTHER END OF BENCH.

2



ATTACH 71 3/4" PIPE BRACE TO STEP 1 ASSEMBLY

DuMor, inc.

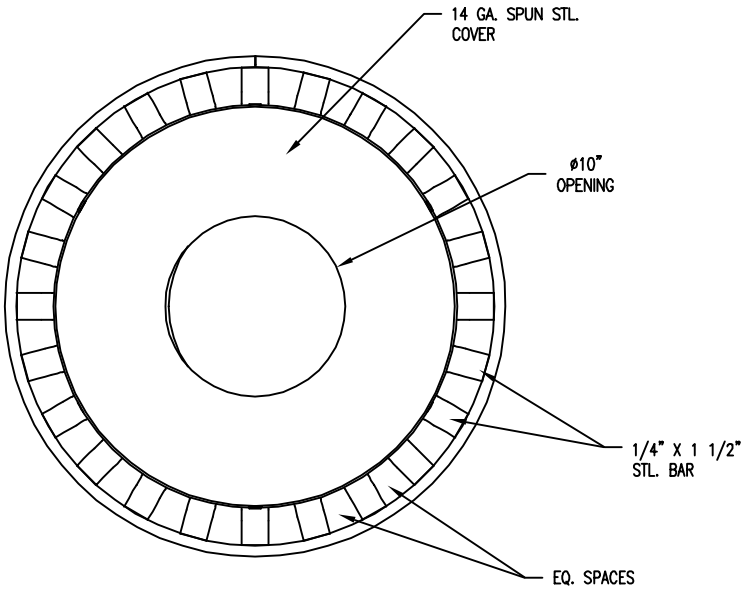
ASSEMBLY INSTRUCTIONS

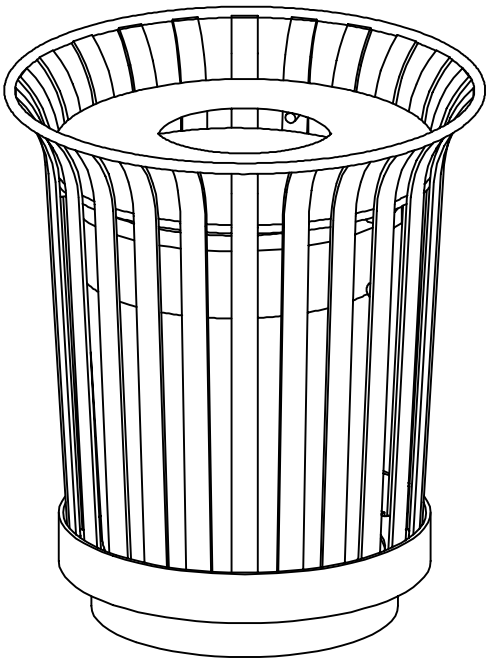
DATE DRAWN : 3/22/94	
DRAWN BY : AH	
DATE REV. : 11/21/99	
REV. BY : JSB	

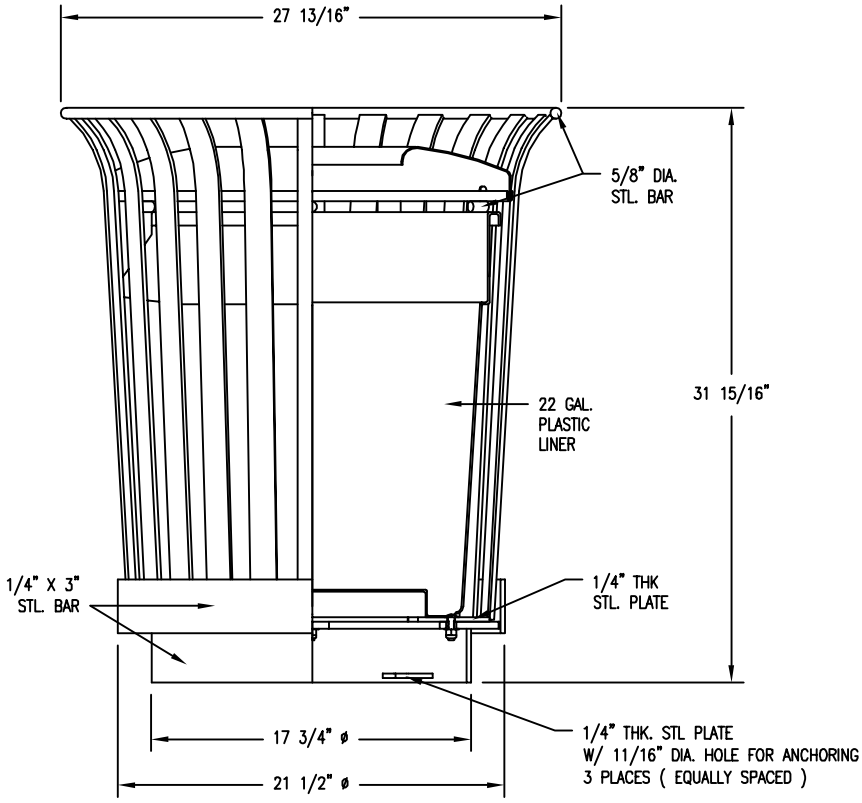
REV. D

DRAWING NUMBER 58 SERIES

SHEET 2 OF 2







NOTES:

1.) ALL STL. MEMBERS COATED W/ ZINC RICH EPOXY THEN FINISHED W/ POLYESTER POWDER COATING.

2.) 1/2" X 3 3/4" EXPANSION ANCHOR BOLTS PROVIDED.

DuMor, inc.	RECEPTACLE	DATE DRAWN : 3/22/94 DRAWN BY : AH DATE REV. : 12/3/12 REV. BY : JSB	REV. H	DRAWING NUMBER 84-22 W/ CVR-20-FTO	SHEET 1 OF 2

NOTES:

1.) THE ACTUAL PARTS WILL NOT BE NUMBERED. NUMBERS ONLY APPLY TO DRAWING.
2.) MOUNT AND ANCHOR AS SPECIFIED.

TOOLS REQ'D

3/4" WRENCH
PLIERS (FOR ATTACHING COVER)
1/2" MASONRY DRILL BIT
DRILL

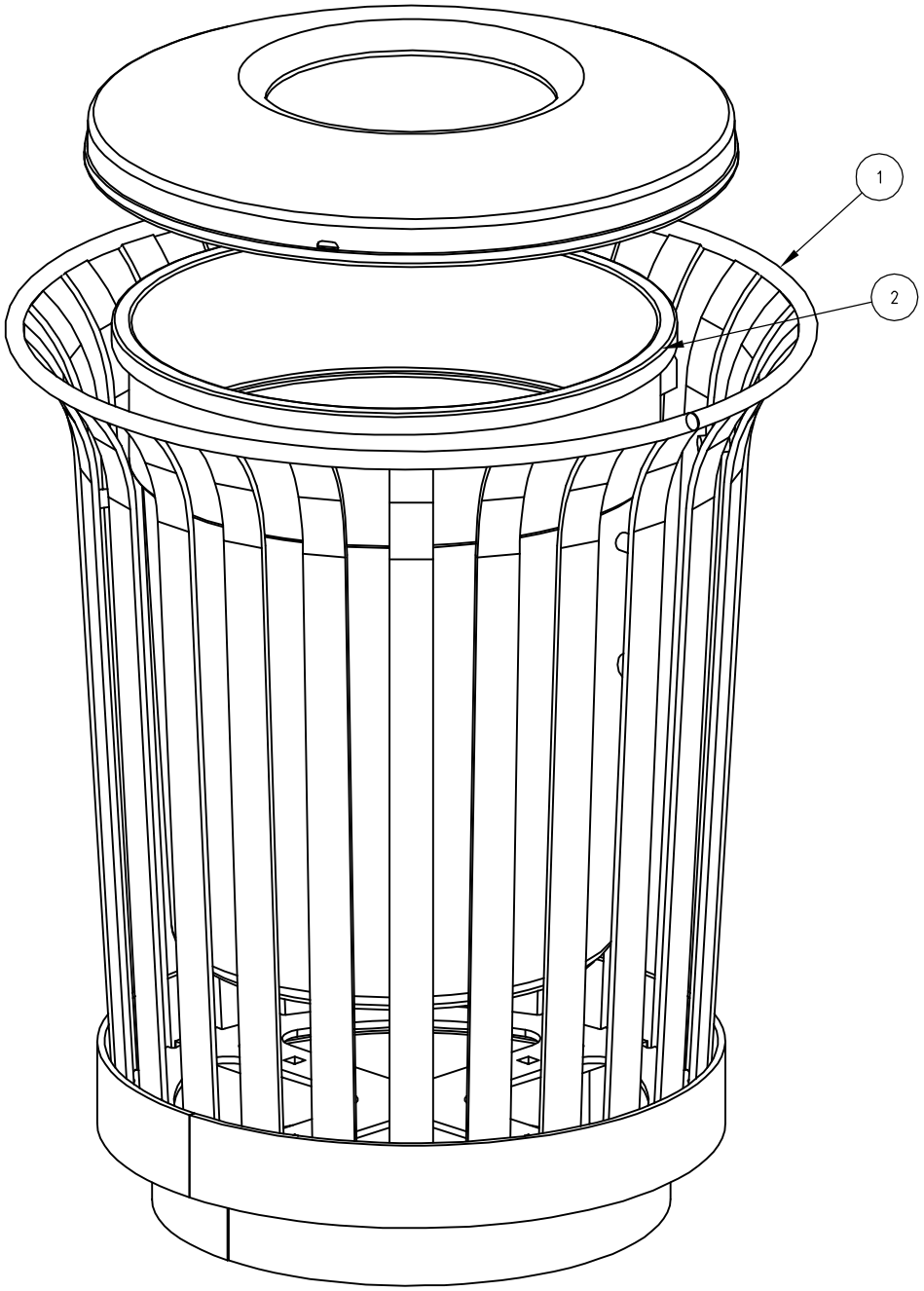
PARTS LIST

ITEM	QTY	PART NO	DESCRIPTION
1	1	0-84-20	20 GAL STL RECEPT ASSEMBLY
2	1	49-22	22 GAL PL LINER W/HANDLE, BLK

KITS PROVIDED

ITEM	QTY	PART NO	DESCRIPTION
3	1	K-ANC0860-3	1/2" X 3 3/4" SS ANCHOR KIT (3PCS)

(1)

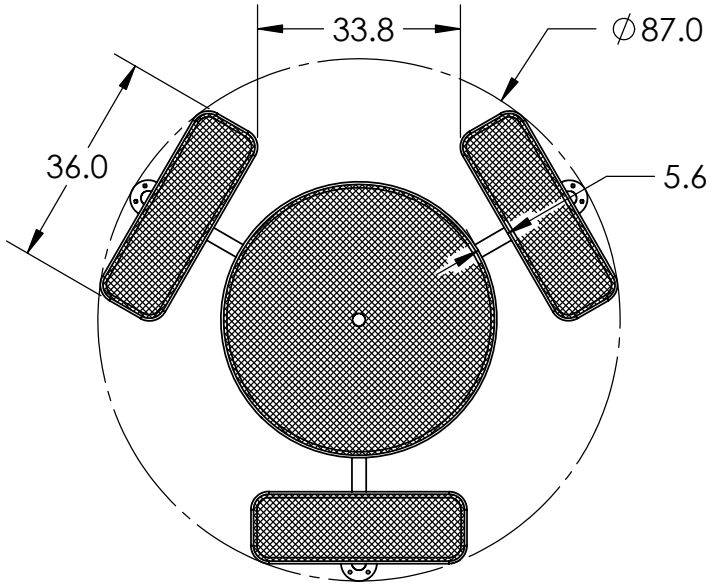


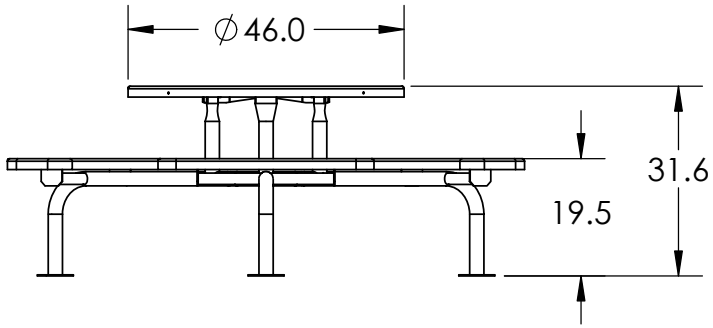
DuMor, inc.	ASSEMBLY INSTRUCTIONS	DATE DRAWN : 1/3/00 DRAWN BY : JSB DATE REV. : 12/3/12 REV. BY : JSB	REV. H	DRAWING NUMBER 84-22 W/ CVR-20-FTO	SHEET 2 OF 2

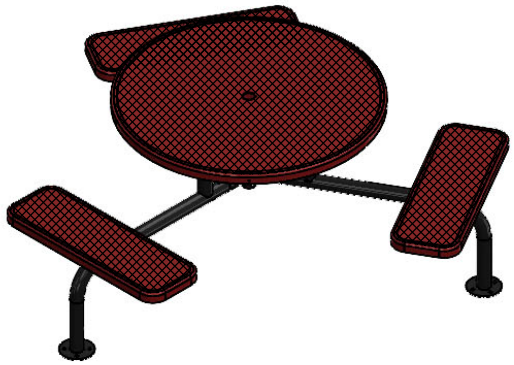
Product Specifications

Description: **PICNIC TABLE,SXRS,3SEAT,ACC**
Part #/Model #: **SXRS-3PE-ACC**

PARIS
Site Furnishings • Outdoor Fitness
A TIERCEL TECHNOLOGY Company
259 Third concession Rd, PO Box 490
Princeton, ON, N0J 1V0
Toll-free: 1-800-387-6318
Phone: (519) 458-4882
Fax: (519) 458-8087
www.peml.com







Materials Specifications:
-Tubing, HS, 2-3/8 x 1/8w structure
-Mild Steel Sheet, 11g table top and seat frames
-Expanded Mesh table and seat inserts

Finish Specifications:
-Rust preventative primer powder coating
-Super durable polyester powder top coating

Hardware:
-Stainless steel, vandal resistant
-Anchoring hardware not included

Revision 0

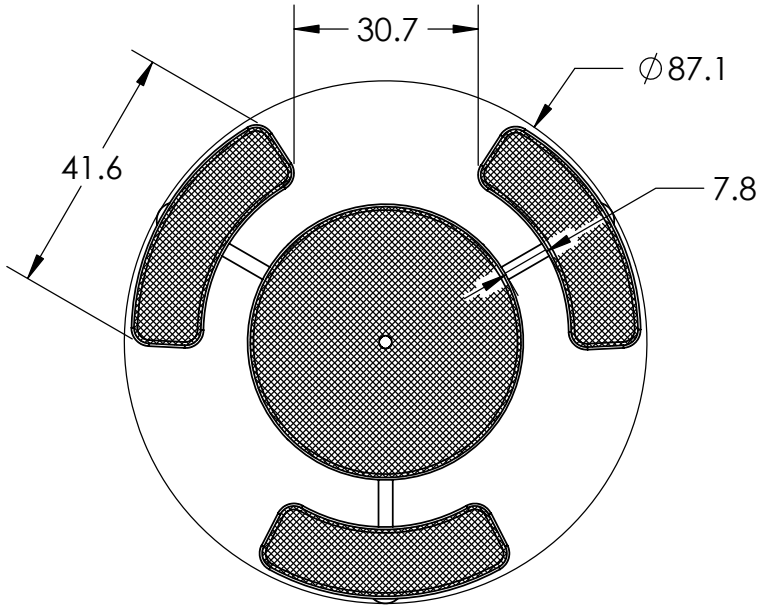
Date 3/13/2023

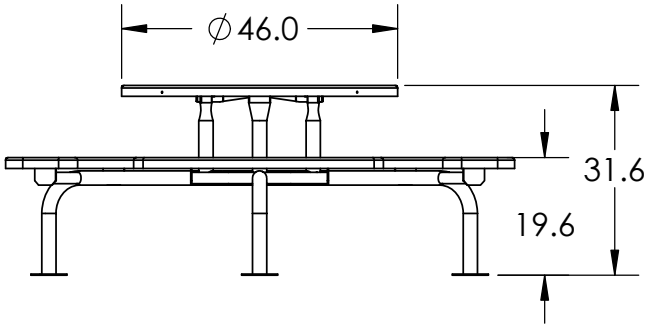
PROPERTY OF PARIS SITE FURNISHINGS AND OUTDOOR FITNESS

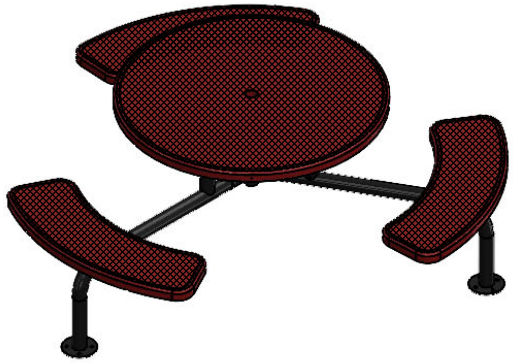
Product Specifications

Description: **PICNIC TABLE,SXS-3PE,ACCESSIBLE**
Part #/Model #: **SXS-3PE-ACC**

PARIS
Site Furnishings • Outdoor Fitness
A TIERCEL TECHNOLOGY Company
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-Anchoring hardware not included

Revision 0

Date 3/13/2023

PROPERTY OF PARIS SITE FURNISHINGS AND OUTDOOR FITNESS

DIVISION 31 – EARTHWORK

SECTION 311000 - SITE CLEARING

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes the following:

1. Protecting existing trees, plants and grass to remain.
2. Removing existing trees, plants and grass.
3. Stripping and stockpiling topsoil.
4. Removing above- and below-grade site improvements.
5. Temporary erosion and sedimentation control measures.

1.2 MATERIAL OWNERSHIP

A. Except for stripped topsoil or other materials indicated to remain Owner's property, cleared materials shall become Contractor's property and shall be removed from Project site.

1.3 PROJECT CONDITIONS

A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.

1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
2. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.

B. Salvable Improvements: Carefully remove items indicated to be salvaged and store on Owner's premises where indicated.

C. Utility Locator Service: Notify utility locator service for area where Project is located before site clearing.

D. Do not commence site clearing operations until temporary erosion and sedimentation control measures are in place.

PART 2 - PRODUCTS **(Not Applicable)**

2.1 SOIL MATERIALS

A. Satisfactory Soil Materials: Requirements for satisfactory soil materials are specified in Division 31 Section "Earth Moving."

1. Obtain approved borrow soil materials off-site when satisfactory soil materials are not available on-site.

PART 3 - EXECUTION

3.1 PREPARATION

A. Protect and maintain benchmarks and survey control points from disturbance during construction.

B. Locate and clearly flag trees and vegetation to remain.

C. Protect existing site improvements to remain from damage during construction.

1. Restore damaged improvements to their original condition, as acceptable to Owner.

3.2 TEMPORARY EROSION AND SEDIMENTATION CONTROL

A. Silt fence: As indicated

B. Coir log: As indicated

3.3 TREE PROTECTION

A. Do not excavate within tree protection zones, unless otherwise indicated.

B. Repair or replace trees and vegetation indicated to remain that are damaged by construction operations, in a manner approved by Architect.

3.4 CLEARING AND GRUBBING

A. Remove obstructions, trees, shrubs, turf, grass, and other surface vegetation to permit installation of new construction.

1. Grind down stumps and remove roots larger than 2 inches in diameter, obstructions, and debris to a depth of 18 inches below exposed subgrade.
2. Use only hand methods or air spade for grubbing within protection zones.

B. Fill depressions caused by clearing and grubbing operations with satisfactory soil material unless further excavation or earthwork is indicated.

1. Place fill material in horizontal layers not exceeding a loose depth of 8 inches and compact each layer to a density equal to adjacent original ground.

3.5 UTILITIES

A. Locate, identify, disconnect, and seal or cap off utilities indicated to be removed.

1. Arrange with utility companies to shut off indicated utilities.

B. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:

C. Removal of underground utilities is included in sections covering site utilities.

3.6 TOPSOIL STRIPPING

A. Remove sod and grass before stripping topsoil.

B. Strip topsoil to whatever depths are encountered in a manner to prevent intermingling with underlying subsoil or other waste materials.

C. Stockpile topsoil materials away from edge of excavations without intermixing with subsoil. Grade and shape stockpiles to drain surface water. Cover to prevent windblown dust.

3.7 SITE IMPROVEMENTS

A. Remove existing above- and below-grade improvements as indicated and as necessary to facilitate new construction.

3.8 DISPOSAL

A. Disposal: Remove surplus soil material, unsuitable topsoil, obstructions, demolished materials, stumps, roots, limbs, chipped and waste materials including trash and debris, and legally dispose of them off Owner's property.

END OF SECTION 311000

SECTION 312000 - EARTH MOVING

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes the following:

1. Preparing subgrades for slabs-on-grade, walks, pavements, and lawns and grasses.
2. Excavating and backfilling for structures.
3. Subbase course for concrete walks and pavements.
4. Excavating and backfilling for utility trenches.

1.2 DEFINITIONS

A. Backfill: Soil material used to fill an excavation.

1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
2. Final Backfill: Backfill placed over initial backfill to fill a trench.

B. Base Course: Course placed between the subbase course and hot-mix asphalt paving.

C. Bedding Course: Course placed over the excavated subgrade in a trench before laying pipe.

D. Borrow Soil: Satisfactory soil imported from off-site for use as fill or backfill.

E. Drainage Course: Course supporting the slab-on-grade that also minimizes upward capillary flow of pore water.

F. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.

1. Authorized Additional Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions as directed by Architect. Authorized additional excavation and replacement material will be paid for according to Contract provisions changes in the Work.
2. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions without direction by Architect. Unauthorized excavation, as well as remedial work directed by Architect, shall be without additional compensation.

G. Fill: Soil materials used to raise existing grades.

H. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.

I. Subbase Course: Course placed between the subgrade and base course for hot-mix asphalt pavement, or course placed between the subgrade and a cement concrete pavement or a cement concrete or hot-mix asphalt walk.

J. Subgrade: Surface or elevation remaining after completing excavation, or top surface of a fill or backfill immediately below subbase, drainage fill, or topsoil materials.

K. Utilities: On-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

1.3 PROJECT CONDITIONS

A. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted in writing by Architect and then only after arranging to provide temporary utility services according to requirements indicated.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.

B. Satisfactory Soils: ASTM D 2487 Soil Classification Groups CL, ML, SM, SC-SM, and SW, or a combination of these groups; free of rock or gravel larger than 3 inches in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter.

C. Unsatisfactory Soils: Soil Classification Groups OL, OH, MH, CH, and PT according to ASTM D 2487, or a combination of these groups.

1. Unsatisfactory soils also include satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction.

D. Subbase Material: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2-inch sieve and not more than 12 percent passing a No. 200 sieve.

E. Aggregate Base Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 95 percent passing a 1-1/2-inch sieve and not more than 12 percent passing a No. 200 sieve.

F. Engineered Fill: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2-inch sieve and not more than 12 percent passing a No. 200 sieve.

G. Bedding Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; except with 100 percent passing a 1-inch sieve and not more than 8 percent passing a No. 200 sieve.

H. Drainage Course: Narrowly graded mixture of washed, crushed stone, or crushed or uncrushed gravel; ASTM D 448; coarse-aggregate grading Size 57; with 100 percent passing a 1-1/2-inch sieve and 0 to 5 percent passing a No. 8 sieve.

2.2 ACCESSORIES

A. Filter / Geotextile Fabric: Nonwoven geotextile, specifically manufactured as a drainage geotextile; made from polyolefins, polyesters, or polyamides; and with the following minimum properties determined according to ASTM D 4759 and referenced standard test methods:
   1. Grab Tensile Strength: 110 lbf; ASTM D 4632.
   2. Tear Strength: 40lbs; ASTM D 4533.
   3. Puncture Resistance: 50 lbf; ASTN D 1833.
   4. Water Flow Rate: 150 gpm per sq. ft.; ASTM D 4491
   5. Apparent Opening Size: No, 50; ASTM D 4751.

PART 3 - EXECUTION

3.1 PREPARATION

A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.

B. Preparation of subgrade for earthwork operations including removal of vegetation, topsoil, debris, obstructions, and deleterious materials from ground surface is specified in Division 31 Section "Site Clearing."

C. Protect and maintain erosion and sedimentation controls, which are specified in Division 31 Section "Site Clearing." during earthwork operations.

3.2 EXCAVATION

A. Unclassified Excavation: Excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered. Unclassified excavated materials may include rock, soil materials, and obstructions. No changes in the Contract Sum or the Contract Time will be authorized for rock excavation or removal of obstructions.

   1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.

3.3 EXCAVATION FOR STRUCTURES

A. Excavate to indicated elevations and dimensions within a tolerance of plus or minus 1 inch. If applicable, extend excavations a sufficient distance from structures for placing and removing concrete formwork, for installing services and other construction, and for inspections.

1. Excavations for Footings and Foundations: Do not disturb bottom of excavation. Excavate by hand to final grade just before placing concrete reinforcement. Trim bottoms to required lines and grades to leave solid base to receive other work.

3.4 EXCAVATION FOR WALKS AND PAVEMENTS

A. Excavate surfaces under walks and pavements to indicated lines, cross sections, elevations, and subgrades.

3.5 EXCAVATION FOR UTILITY TRENCHES

A. Excavate trenches to indicated gradients, lines, depths, and elevations.

B. Excavate trenches to uniform widths to provide the following clearance on each side of pipe or conduit. Excavate trench walls vertically from trench bottom to 12 inches higher than top of pipe or conduit, unless otherwise indicated.

1. Clearance: 12 inches each side of pipe or conduit or as indicated.

C. Trench Bottoms: Excavate and shape trench bottoms to provide uniform bearing and support of pipes and conduit. Shape subgrade to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits. Remove projecting stones and sharp objects along trench subgrade.

1. Excavate trenches 6 inches deeper than elevation required in rock or other unyielding bearing material, 4 inches deeper elsewhere, to allow for bedding course.

3.6 SUBGRADE INSPECTION

A. Proof-roll subgrade below the slabs and pavements with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.

B. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Architect, without additional compensation.

3.7 UNAUTHORIZED EXCAVATION

A. Fill unauthorized excavation under foundations or wall footings by extending bottom elevation of concrete foundation or footing to excavation bottom, without altering top elevation. Lean concrete fill, with 28-day compressive strength of 2500 psi, may be used when approved by Architect.

1. Fill unauthorized excavations under other construction or utility pipe as directed by Architect.

3.8 STORAGE OF SOIL MATERIALS

A. Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.

1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

3.9 UTILITY TRENCH BACKFILL

A. Place backfill on subgrades free of mud, frost, snow, or ice.

B. Place and compact bedding course on trench bottoms and where indicated. Shape bedding course to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits.

C. Backfill trenches excavated under footings and within 18 inches of bottom of footings with satisfactory soil; fill with concrete to elevation of bottom of footings. Concrete is specified in Division 03 Section "Cast-in-Place Concrete."

D. Place and compact final backfill of satisfactory soil to final subgrade elevation.

3.10 SOIL FILL

A. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.

B. Place and compact fill material in layers to required elevations as follows:

1. Under grass and planted areas, use satisfactory soil material.
2. Under walks and pavements, use satisfactory soil material.
3. Under footings and foundations, use engineered fill.

3.11 SOIL MOISTURE CONTROL

A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill soil layer before compaction to within 2 percent of optimum moisture content.

1. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.
2. Remove and replace or scarify and air dry otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

3.12 COMPACTION OF SOIL BACKFILLS AND FILLS

A. Place backfill and fill soil materials in layers not more than 8 inches in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches in loose depth for material compacted by hand-operated tampers.

B. Place backfill and fill soil materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.

C. Compact soil materials to not less than the following percentages of maximum dry unit weight according to ASTM D 698:

1. Under structures, building slabs, steps, and pavements, scarify and recompact top 12 inches of existing subgrade and each layer of backfill or fill soil material at 95 percent.
2. Under walkways, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill soil material at 92 percent.
3. Under lawn or unpaved areas, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill soil material at 85 percent.
4. For utility trenches, compact each layer of initial and final backfill soil material at 85 percent.

3.13 GRADING

A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.

B. Site Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to required elevations within the following tolerances:

1. Lawn or Unpaved Areas: Plus or minus 1 inch.
2. Walks: Plus or minus ½ inch.
3. Pavements: Plus or minus ½ inch.

3.14 SUBBASE AND BASE COURSES

A. Place base course on subgrades free of mud, frost, snow, or ice.

B. On prepared subgrade, place base course under pavements and walks as follows:
1. Compact subbase and base course at optimum moisture content to required grades, lines, cross sections, and thickness to not less than 95 percent of maximum dry unit weight according to ASTM D 698.

3.15 DRAINAGE COURSE

A. Place drainage course on subgrades free of mud, frost, snow, or ice.

B. On prepared subgrade, place and compact drainage course under cast-in-place concrete slabs-on-grade as follows:

1. Place drainage course that exceeds 6 inches in compacted thickness in layers of equal thickness, with no compacted layer more than 6 inches thick or less than 3 inches thick.
2. Compact each layer of drainage course to required cross sections and thicknesses to not less than 95 percent of maximum dry unit weight according to ASTM D 698.

3.16 FIELD QUALITY CONTROL

A. Testing Agency: Owner will engage a qualified independent geotechnical engineering testing agency to perform field quality-control testing.

3.17 PROTECTION

A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.

B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.

C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.

1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

3.18 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. Disposal: Remove surplus satisfactory soil and waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off Owner's property.

END OF SECTION 312000

DIVISION 32 – EXTERIOR IMPROVEMENTS

SECTION 321216 - ASPHALT PAVING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Hot-mix asphalt patching
   2. Hot-mix asphalt paving

B. Related Sections:

   1. Division 31 Section "Earth Moving" for aggregate subbase and base courses and for aggregate pavement shoulders.

1.2 SUBMITTALS

A. Product Data: For each type of product indicated. Include technical data and tested physical and performance properties.
   1. Job-Mix Designs: For each job mix proposed for the Work.

1.3 QUALITY ASSURANCE

A. Manufacturer Qualifications: A paving-mix manufacturer registered with and approved by authorities having jurisdiction or the DOT of state in which Project is located.

B. Regulatory Requirements: Comply with materials, workmanship, and other applicable requirements of IDOT for asphalt paving work.

   1. Measurement and payment provisions and safety program submittals included in standard specifications do not apply to this Section.

1.4 PROJECT CONDITIONS

A. Environmental Limitations: Do not apply asphalt materials if subgrade is wet or excessively damp, if rain is imminent or expected before time required for adequate cure, or if the following conditions are not met:

   1. Tack Coat: Minimum surface temperature of 60 deg F.
   2. Asphalt Base Course: Minimum surface temperature of 40 deg F and rising at time of placement.
   3. Asphalt Surface Course: Minimum surface temperature of 60 deg F at time of placement.

B. Pavement-Marking Paint: Proceed with pavement marking only on clean, dry surfaces and at a minimum ambient or surface temperature of 40 deg F for oil-based materials and 55 deg F for water-based materials, and not exceeding 95 deg F.

PART 2 - PRODUCTS

2.1 AGGREGATES

A. Coarse Aggregate: ASTM D 692, sound; angular crushed stone, crushed gravel, or cured, crushed blast-furnace slag.

B. Fine Aggregate: ASTM D 1073, sharp-edged natural sand or sand prepared from stone, gravel, cured blast-furnace slag, or combinations thereof.

C. Subbase Aggregate: 3” nominal diameter stone.

D. Geotextile Fabric: See Division 32, Earth Moving.

E. Mineral Filler: ASTM D 242, rock or slag dust, hydraulic cement, or other inert material.

2.2 ASPHALT MATERIALS

A. Asphalt Binder: IDOT binder class mixture 1

B. Tack Coat: ASTM D 977 or AASHTO M 140 emulsified asphalt, or cationic emulsified asphalt, slow setting, diluted in water, of suitable grade and consistency for application.

2.3 AUXILIARY MATERIALS

A. Herbicide: Commercial chemical for weed control, registered by the EPA. Provide in granular, liquid, or wettable powder form.

2.4 MIXES

A. Hot-Mix Asphalt: Dense, hot-laid, hot-mix asphalt plant mixes approved by authorities having jurisdiction and complying with the following requirements:

1. Provide mixes with a history of satisfactory performance in geographical area where Project is located.
2. Base Course: AASHTO MP 1, Bituminous Concrete IDOT binder mixture class 1
3. Surface Course: Class I, Mixture C, modified to have 0 percent aggregate retained on a ½” sieve.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Proof-roll subgrade below pavements with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.

B. Verify positive drainage exists, add filler material per manufacturer’s recommendations to ensure positive drainage in final coat.

C. Proceed with paving only after unsatisfactory conditions have been corrected.

3.2 SURFACE PREPARATION

A. Herbicide Treatment: Apply herbicide according to manufacturer's recommended rates and written application instructions. Apply to dry, prepared subgrade or surface of compacted-aggregate base before applying paving materials.

B. General: Immediately before placing asphalt materials; remove loose and deleterious material from substrate surfaces. Ensure that prepared subgrade is ready to receive paving.

C. Proof Roll existing aggregate base. Remove and replace any yielding areas. Provide new aggregate materials to prepare surface and meet proposed finish grades for asphalt surfacing.

D. Tack Coat: Apply uniformly to surfaces of existing pavement at a rate of 0.05 to 0.15 gal./sq. yd.

1. Allow tack coat to cure undisturbed before applying hot-mix asphalt paving.
2. Avoid smearing or staining adjoining surfaces, appurtenances, and surroundings. Remove spillages and clean affected surfaces.

3.3 HOT-MIX ASPHALT PLACING

A. Machine place hot-mix asphalt on prepared surface, spread uniformly, and strike off. Place asphalt mix by hand to areas inaccessible to equipment in a manner that prevents segregation of mix. Place each course to required grade, cross section, and thickness when compacted.

1. Spread mix at minimum temperature of 250 deg F.
2. Regulate paver machine speed to obtain smooth, continuous surface free of pulls and tears in asphalt-paving mat.

B. Place paving in consecutive strips not less than 10 feet wide unless infill edge strips of a lesser width are required.

C. Promptly correct surface irregularities in paving course behind paver. Use suitable hand tools to remove excess material forming high spots. Fill depressions with hot-mix asphalt to prevent segregation of mix; use suitable hand tools to smooth surface.

3.4 JOINTS

A. Construct joints to ensure a continuous bond between adjoining paving sections. Construct joints free of depressions, with same texture and smoothness as other sections of hot-mix asphalt course.

1. Clean contact surfaces and apply tack coat to joints.
2. Offset longitudinal joints, in successive courses, a minimum of 6 inches.

3. Offset transverse joints, in successive courses, a minimum of 24 inches.
4. Construct transverse joints at each point where paver ends a day's work and resumes work at a subsequent time. Construct these joints using either "bulkhead" or "papered" method according to AI MS-22, for both "Ending a Lane" and "Resumption of Paving Operations."

3.5 COMPACTION

A. General: Begin compaction as soon as placed hot-mix paving will bear roller weight without excessive displacement. Compact hot-mix paving with hot, hand tampers or with vibratory-plate compactors in areas inaccessible to rollers.

1. Complete compaction before mix temperature cools to 185 deg F.

B. Breakdown Rolling: Complete breakdown or initial rolling immediately after rolling joints and outside edge. Examine surface immediately after breakdown rolling for indicated crown, grade, and smoothness. Correct laydown and rolling operations to comply with requirements.

C. Intermediate Rolling: Begin intermediate rolling immediately after breakdown rolling while hot-mix asphalt is still hot enough to achieve specified density. Continue rolling until hot-mix asphalt course has been uniformly compacted to the following density:

1. Average Density: 92 percent of reference maximum theoretical density according to ASTM D 2041, but not less than 90 percent nor greater than 96 percent.

D. Finish Rolling: Finish roll paved surfaces to remove roller marks while hot-mix asphalt is still warm.

E. Edge Shaping: While surface is being compacted and finished, trim edges of pavement to proper alignment. Bevel edges while asphalt is still hot; compact thoroughly.

F. Protection: After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened.

G. Erect barricades to protect paving from traffic until mixture has cooled enough not to become marked.

3.6 INSTALLATION TOLERANCES

A. Pavement Thickness: Compact each course to produce the thickness indicated within the following tolerances:

1. Base Course: Plus or minus 1/2 inch.
2. Surface Course: Plus 1/4 inch, no minus.

B. Pavement Surface Smoothness: Compact each course to produce a surface smoothness within the following tolerances as determined by using a 10-foot straightedge applied transversely or longitudinally to paved areas:

1. Base Course: 1/8 inch.

2. Surface Course: 1/16 inch (no ponding allowed).
3. Crowned Surfaces: Test with crowned template centered and at right angle to crown. Maximum allowable variance from template is 1/4 inch.

3.7 COLOR COAT SYSTEM INSTALLATION

A. After the pavement has cured sufficiently, apply one (1) to two (2) coats of Acrylic Resurfacer as required by court surface roughness and porosity to provide a smooth, dense underlayment for application of color coatings.

B. Mix as directed my manufacturer's installation instructions and apply two (2) coats of court surface color coating with a soft rubber squeegee. Color must be true to sample, consistent and free of lines or squeegee marks.

C. Follow manufacturer's installation instructions and mixing requirements.

D. Color coat surface of all fence post footings, net post footings, tie down anchor footings and support post footings.

E. Remove any color coating that is on fence, net and support posts, and nearby non-colorcoated pavements.

3.8 PAVEMENT MARKING

A. Do not apply pavement-marking paint until layout, colors, and placement have been verified with Architect.

B. Allow paving to age for 30 days before starting pavement marking.

C. Sweep and clean surface to eliminate loose material and dust.

D. Apply paint with mechanical equipment to produce pavement markings, of dimensions indicated, with uniform, straight edges. Apply at manufacturer's recommended rates to provide a minimum wet film thickness of 15 mils.

3.9 FIELD QUALITY CONTROL

A. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections.

B. Replace and compact hot-mix asphalt where core tests were taken.

C. Remove and replace or install additional hot-mix asphalt where test results or measurements indicate that it does not comply with specified requirements.

3.10 DISPOSAL

A. Except for material indicated to be recycled, remove excavated materials from Project site and legally dispose of them in an EPA-approved landfill.

END OF SECTION 321216

SECTION 321313 - CONCRETE PAVING

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes exterior cement concrete pavement for the following:
   1. Curbs and gutters.
   2. Walkways.

1.2 SUBMITTALS

A. Product Data: For each type of product indicated.

B. Design Mixtures: For each concrete pavement mixture.

C. Mockup: Provide 4’x4’ mockup for each finish type to serve as the basis for all work, to be maintained on site until after construction. Mockup can be a part of the finished area.

1.3 QUALITY ASSURANCE

A. Manufacturer Qualifications: Manufacturer of ready-mixed concrete products who complies with ASTM C 94/C 94M requirements for production facilities and equipment.

B. ACI Publications: Comply with ACI 301, "Specification for Structural Concrete," unless modified by requirements in the Contract Documents.

C. Provide 1 year warranty on materials and workmanship

PART 2 - PRODUCTS

2.1 STEEL REINFORCEMENT

A. Plain-Steel Welded Wire Reinforcement: ASTM A 185, fabricated from as-drawn steel wire into flat sheets.

B. Reinforcing Bars: ASTM A 615/A 615M, Grade 60; deformed.

C. Plain Steel Wire: ASTM A 82, as drawn.

D. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars, welded wire reinforcement, and dowels in place. Manufacture bar supports according to CRSI's "Manual of Standard Practice."

2.2 CONCRETE MATERIALS

A. Cementitious Material: Use one the following cementitious materials, of the same type, brand, and source throughout the Project:

1. Portland Cement: ASTM C 150, Type I, II, gray.

a. Fly Ash: ASTM C 618, Class F.
b. Ground Granulated Blast-Furnace Slag: ASTM C 989, Grade 100 or 120.

A. Normal-Weight Aggregates: ASTM C 33, coarse aggregate, uniformly graded. Provide aggregates from a single source.

B. Water: ASTM C 94/C 94M.

C. Air-Entraining Admixture: ASTM C 260.

D. Chemical Admixtures: ASTM C 494/C 494M, of type suitable for application, certified by manufacturer to be compatible with other admixtures and to contain not more than 0.1 percent water-soluble chloride ions by mass of cementitious material.

2.3 CURING MATERIALS

A. Water: Potable.

B. Evaporation Retarder: Waterborne, monomolecular film forming; manufactured for application to fresh concrete.

C. Clear Waterborne Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B, dissipating.

2.4 RELATED MATERIALS

A. Expansion- and Isolation-Joint-Filler Strips: ½” thick polyethylene, closed cell expansion joint filler w/ strip cap.

2.5 CONCRETE MIXTURES

A. Prepare design mixtures, proportioned according to ACI 301, with the following properties:

1. Compressive Strength (28 Days): 3500 psi.
2. Maximum Water-Cementitious Materials Ratio at Point of Placement: 0.45.
3. Slump Limit: 4 inches, plus or minus 1 inch.
4. Air Content: 5-1/2 percent plus or minus 1.5 percent.

2.6 CONCRETE MIXING

A. Ready-Mixed Concrete: Measure, batch, and mix concrete materials and concrete according to ASTM C 94/C 94M. Furnish batch certificates for each batch discharged and used in the Work.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Proof-roll prepared subbase surface below concrete pavement with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding.

3.2 EDGE FORMS AND SCREED CONSTRUCTION

A. Set, brace, and secure edge forms, bulkheads, and intermediate screed guides for pavement to required lines, grades, and elevations. Install forms to allow continuous progress of work and so forms can remain in place at least 24 hours after concrete placement.

B. Clean forms after each use and coat with form-release agent to ensure separation from concrete without damage.

3.3 STEEL REINFORCEMENT

A. General: Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.

3.4 JOINTS

A. General: Form construction, isolation, and contraction joints and tool edgings true to line with faces perpendicular to surface plane of concrete. Construct transverse joints at right angles to centerline, unless otherwise indicated.

B. Construction Joints: Set construction joints at side and end terminations of pavement and at locations where pavement operations are stopped for more than one-half hour unless pavement terminates at isolation joints.

C. Isolation Joints: Form isolation joints of preformed joint-filler strips abutting concrete curbs, catch basins, manholes, inlets, structures, walks, other fixed objects, and where indicated.

D. Contraction Joints: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of the concrete thickness to match jointing of existing adjacent concrete pavement.

E. Edging: Tool edges of pavement, gutters, curbs, and joints in concrete after initial floating with an edging tool to a 1/4-inch radius. Repeat tooling of edges after applying surface finishes. Eliminate tool marks on concrete surfaces.

3.5 EMBEDMENTS

A. Place expansion joint material with caulk around all items embedded in concrete.

3.6 CONCRETE PLACEMENT

A. Moisten subbase to provide a uniform dampened condition at time concrete is placed.

B. Comply with ACI 301 requirements for measuring, mixing, transporting, and placing concrete.

C. Deposit and spread concrete in a continuous operation between transverse joints. Do not push or drag concrete into place or use vibrators to move concrete into place.

D. Screed pavement surfaces with a straightedge and strike off.

E. Commence initial floating using bull floats or darbies to impart an open textured and uniform surface plane before excess moisture or bleed water appears on the surface. Do not further disturb concrete surfaces before beginning finishing operations or spreading surface treatments.

3.7 FLOAT FINISHING

A. General: Do not add water to concrete surfaces during finishing operations.

B. Float Finish: Begin the second floating operation when bleed-water sheen has disappeared and concrete surface has stiffened sufficiently to permit operations. Float surface with power-driven floats, or by hand floating if area is small or inaccessible to power units. Finish surfaces to true planes. Cut down high spots and fill low spots. Refloat surface immediately to uniform granular texture.

C. Concrete finish: Medium Textured Broom Finish: Provide finish by striating float-finished concrete surface 1/16 to 1/8 inch deep with a stiff-bristled broom, perpendicular to line of traffic.

3.8 CONCRETE PROTECTION AND CURING

A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.

B. Comply with ACI 306.1 for cold-weather protection.

C. Evaporation Retarder: Apply evaporation retarder to concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.

D. Begin curing after finishing concrete but not before free water has disappeared from concrete surface.

E. Curing Methods: Cure concrete by curing and sealing compond.

3.9 PAVEMENT TOLERANCES

A. Comply with tolerances of ACI 117 and as follows:

1. Elevation: 1/4 inch.
2. Thickness: Plus 3/8 inch, minus 1/4 inch.
3. Surface: Gap below 10-foot-long, unleveled straightedge not to exceed 1/4 inch.
4. Joint Spacing: 3 inches.
5. Contraction Joint Depth: Plus 1/4 inch, no minus.
6. Joint Width: Plus 1/8 inch, no minus.

3.10 REPAIRS AND PROTECTION

A. Remove and replace concrete pavement that is broken, damaged, or defective or that does not comply with requirements in this Section.

B. Protect concrete from damage. Exclude traffic from pavement for at least 14 days after placement.

C. Maintain concrete pavement free of stains, discoloration, dirt, and other foreign material. Sweep concrete pavement not more than two days before date scheduled for Substantial Completion inspections.

3.11 FIELD QUALITY CONTROL

A. Testing and Inspecting: Owner will engage a qualified independent testing and inspecting agency to perform field tests and inspections and prepare test reports.

1. Testing Services: Tests shall be performed according to ACI 301.

2. Contractor to pull 4 cylinders for every 50 CY of concrete for compression testing. One at 7 days, two at 28 days and a spare.

END OF SECTION 321313

SECTION 321816.13 - PLAYGROUND PROTECTIVE SURFACING – ENGINEERED WOOD FIBER

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes the following:
   1. Organic loose-fill surface.

1.2 SUBMITTALS

A. Product Data: For each type of product indicated, including testing results.

B. Product certificates.

C. Warranty.

1.3 QUALITY ASSURANCE

A. Installer Qualifications: An employer of workers trained and approved by manufacturer.

1.4 WARRANTY

A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of playground surface system that fail in materials or workmanship within specified warranty period.

   1. Failures include, but are not limited to, the following:

      a. Reduction in impact attenuation.
      b. Deterioration of surface and other materials beyond normal weathering.

   2. Warranty Period: Three years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 ENGINEERTED WOOD FIBER (ORGANIC LOOSE-FILL SURFACE)

A. Engineered Wood Fibers: Random-sized wood fibers, in manufacturer's standard fiber size, approximately 10 times longer than wide; containing no bark, leaves, twigs, or foreign or toxic materials according to ASTM F 2075; graded according to manufacturer's standard specification for material consistency for playground surfaces and for accessibility according to ASTM F 1951.

1. Available Products:

    a. Fibar, Inc.; Fibar System 300.
    b. The Mulch Center; Safe T Mat.
    c. Homer Industries; Nature’s Blanket.
    d. Zeager Bros., Inc.; Wood Carpet.
    e. US Arbor

2. Critical Height: 8 feet or as indicated by the manufacturer’s shop drawings, whichever is more stringent.
3. Uncompressed Material Depth: Not less than as required for critical height indicated.

2.2 RELATED PRODUCTS

A. Drainage/Separation Geotextile: Nonwoven, needle-punched geotextile as indicated in Division 32 “Earth Moving”

PART 3 - EXECUTION

3.1 INSTALLATION

A. Prepare substrates to receive surfacing products according to playground surface system manufacturer's written instructions. Verify that substrates are sound and without high spots, ridges, holes, and depressions.

B. Pitch subgrade to drainage structure as indicated.

C. Loose-Fill Systems:

1. Loose-Fill Edgings: Playground curb as indicated on drawings.
2. Loose Fill: Place playground surface system materials including manufacturer's standard amount of excess material for compacting mechanically to required depths after Installation of playground equipment support posts and foundations.
3. Compacting and Grading: Uniformly compact and grade loose-fill according to manufacturer's written instructions to an even surface free from irregular surface changes as indicated.
4. Finish Grading: Hand rake to a smooth finished surface and to required elevations.

END OF SECTION 321816.13

327000 NATIVE PLANTING

PART 1 - GENERAL

1.1 DESCRIPTION

A. This work shall consist of furnishing, transporting, and installing all seeds, plant, or other materials required for (1) the establishment of the native plant areas, (2) post-planning management until released by the Landscape Architect/ Consultant, and (3) any remedial operations in conformance with the Plans as specified in this Special Provision or as directed by the Landscape Architect/Consultant.

B. Related work:

1. Division 31, “Earthwork” for soil preparation and grading.
2. Division 32, “Turf and Grasses” for finish grading and topsoil composition.

1.2 PROJECT CONDITIONS

1. The grade will be shaped to the elevation shown in the Plans.
2. The topsoil will be free of all clods, stones, roots sticks, rivulets, gullies, crusting, caking, and have a soil particle size of no larger than 2” unless using a No-till Rangeland Grass Drill or Hydro-seeder.
3. A temporary fuel matrix cover crop will be established on the all prairie areas after the first full growing season.
4. The prairie areas shall be delineated in the field for review by the Landscape Architect/Consultant as delineated in the Plans.

1.3 SUBMITTALS

A. Product Data: For each type of product indicated.

B. Certification of Native Seed: From seed vendor for each seed monostand or mixture stating the botanical and common name and percentage by weight of each species and variety, and percentage of purity, germination, and weed seed. Include the year of production and date of packaging.

C. Product Certificates: For soil amendments and fertilizers, signed by product manufacturer.

D. Material Test Reports: For existing surface soil and imported topsoil.

E. Planting Schedule: Indicating anticipated planting dates for each type of planting.

F. Maintenance Instructions: Recommended procedures to be established by Owner for maintenance of lawns during a calendar year. Submit before expiration of required maintenance periods.

1.4 QUALITY ASSURANCE

A. Installer Qualifications: A qualified landscape installer whose work has resulted in successful native plant establishment for at least 5 years including 3 compatible project examples.

1. Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on Project site when planting is in progress.

B. Soil-Testing Laboratory Qualifications: An independent laboratory, recognized by the State Department of Agriculture, with the experience and capability to conduct the testing indicated and that specializes in types of tests to be performed.

1. Topsoil Analysis: As indicated in Division 2 “Exterior Plants”

1.5 DELIVERY, STORAGE, AND HANDLING

A. Seed: Deliver seed in original sealed, labeled, and undamaged containers.

1.6 SCHEDULING

A. Planting Restrictions: Plant during one of the following periods. Coordinate planting periods with maintenance periods to provide required maintenance from date of Substantial Completion. Avoid planting during times of drought.

1. Spring Planting: April 15-June15
2. Fall Planting: September 15- October 15

B. Weather Limitations: Proceed with planting only when existing and forecasted weather conditions permit.

1.7 MAINTENANCE

A. Herbicide Application
1. The Contractor shall selectively treat non-native and/or otherwise objectionable weeds with an approved herbicide.
2. Care should be taken not to affect surrounding desirable vegetation. The Contractor will be required to replace any vegetation affected by their herbicide other than that which was approved.
3. A supply of chemical absorbent shall be maintained at the project site any time herbicides are on-site. Any chemical spills shall be properly cleaned up and reported to the Owner within 24 hours.
4. The Contractor shall maintain copies at the project site of all current pesticide applicator’s licenses, herbicide labels, and Material Safety Data Sheets (MSDS) for all chemicals utilized during completion of the work.

5. Herbicides may be applied using a backpack sprayer or a hand held wick applicator.
6. Herbicide application instructions given on the label shall be followed at all times.

B. Selective Mowing
1. The Contractor shall selectively mow or weed whip non-native and/or otherwise objectionable weeds, or cover crop, to minimize competition and prevent re-seeding of weeds.
2. The Contractor shall ensure cut weeds are not allowed to drops seed or smother desirable vegetation. Contractor shall remove and properly dispose of cut vegetation as necessary.
3. Care should be taken not to affect surrounding desirable vegetation. The Contractor will be required to replace any vegetation affected other than that which was approved.

C. Over Seeding
1. The Contractor shall complete supplemental seeding as necessary to achieve performance criteria given above.
2. All seeding work shall conform to section 327000 with the following exceptions.
   a. Seeding may be completed during the growing season with prior approval.
3. The Contractor shall exercise care so as not to damage established or establishing desirable vegetation during overseeding.

D. Erosion Control
1. The Contractor shall install erosion control blanket in areas that are overseeded and as indicated on drawings.
2. All erosion control blanket work shall conform to section 329200.
3. The Contractor shall exercise care so as not to damage established or establishing desirable vegetation during installation of erosion control measures.

E. Clean Up, Repair, Removal
1. The work area shall be kept free of debris. After management work is complete, clean up any remaining materials, debris, trash, etc. generated by the Contractor.
2. After work has been completed remove tools, equipment, empty containers, and all other debris accumulated during completion of the work.
3. Repair any damages incurred during completion of the work described in this section.

F. Supplemental Watering
1. If natural rainfall of 1” per week does not occur, Contractor is responsible for supplemental watering.

1.8 WARRANTY

A. Special Warranty: Installer's standard form in which Installer agrees to repair or replace plantings that fail in materials, workmanship, or growth within specified warranty period.

1. Failures include, but are not limited to, the following:
   a. Death and unsatisfactory growth, except for defects resulting from lack of adequate maintenance, neglect, abuse by Owner, or incidents that are beyond Contractor's control.

2. Warranty Periods from Date of Substantial Completion:
   a. Plants: two years from final acceptance.

PART 2 - PRODUCTS

2.1 MATERIALS

A. All materials shall conform to the following requirements:

1. All seeds shall be guaranteed by the Contractor to be true to name and variety.

2. Seed mixtures shall be proportioned by seed count and seed count percentages. Seed mixtures shall be approved by the Landscape Architect/Consultants.

3. The seed counts and seed counts percentages indicated per acre in these specifications shall mean the total amount of pure live seed per acre for all species listed except forbs.

4. At least 2 weeks prior to the time of seeding, the Contractor shall provide for the approval of the Landscape Architect/Consultant a written description for the grass, sedges, and forbs seed and/or plant mix showing the percentages by number of seed and/or plants of each species. This description shall also include the following;

a. Name and location of seed and/or plant supplier.

b. Origin of the various species of seed.

c. A statement of the purity of the grasses.

d. Estimated seeds per pound of each of the kinds of seed to be furnished.

5. All seeds shall have the proper stratification and/or scarification to break seed dormancy for other than fall planting.

6. All legumes shall be inoculated with the proper rhizobia and at appropriate time prior to planting.

7. All seeds shall be packed and covered in such a manner as to insure adequate protection against damage and maintain dormancy while in transit, storage or during planting operations.

8. Seeds and plants shall be true to their name as specified. The sources shall be within a 200 mile radius of the project location.

9. Plugs must have shoot heights >12” and well developed roots that fully hold potting soil when plant and soil are removed from the plant tray. Minimum container size of 2” wide x 4” deep open bottom pots (GT 38, 32s, or 49s) is required for all plugs. Smaller sizes will not be permitted

2.2 SEED / PLUG MIXTURES

A. See Plans

2.3 SEEDING EQUIPMENT

If the Contractor elects to use the following seeding equipment, it shall meet the following requirements. Any other equipment deemed necessary shall be subject to the approval of the Landscape Architect/Consultant.

A. Disc: Any disc proposed for the use shall be in a good state of repair with sound, unbroken blades. The disc shall be weighted if necessary to achieve the required tillage depth.

B. Hydraulic Seeder: Hydraulic seeding equipment shall include a pump rated and operated and no less than 100 gallons per minute and no less than 100 pounds per square inch pressure. The tank shall have a mechanical agitator powerful enough to keep the seed in suspension in the water.

C. Rollers or Cultipackers: The roller or cultipacker shall have rollers at least six inches in diameter and shall be of sufficient weight to pulverize the clods of soil.

D. Spinning Disc Seeder: When spinning-disc seeders are used, the individual seeds comprising the seeding mixture shall be mixed with an appropriate dispersal medium prior to sowing and seeds with awns shall be de-bearded.

E. Tractor Drawn or Mounted Seeders: Tractor drawn or mounted seeders shall have an adjustable gate opening providing uniform flow over a width adapted to the work and shall drop the seed directly into place on the prepared seedbed. The seeder may be of the type mounted on cultipacker rollers which covers the seed and rolls the seedbed in one operation, and shall be approved by the Landscape Architect/Consultant prior to use.

F. No-Till Planters and Drills: Rangeland type drills and no-till planters shall be designed specifically for the seeding of native grasses and forbs.

G. Equipment shall be clean and free of weed or invasive species seed prior to each use.

2.4 MULCHES

A. Erosion Control Blanket: Erosion control blanket shall be Item S75BN straw single net blanket as manufactured by North American Green and available through Eco-Tex 847.882.4595 or approved equal.

PART 3 - INSTALLATION

3.1 SEEDBED PREPARATION

A. Seedbed preparation methods shall be approved by the Landscape Architect/Consultant. Cultivation shall be accomplished at such a time that seeding may occur immediately and without delay. No seeds shall be sown until the seedbed has been approved by the Landscape Architect/Consultant. If a no-till planter is used, seedbed preparation will not be necessary. Where existing vegetation has not been disturbed, remove weed / invasive species and overseed into existing plant matrix.

3.2 SEEDING METHODS

A. General: The Contractor shall submit for approval by the Landscape Architect/Consultant a plan and schedule for seeding and/or planting at least two weeks prior to the scheduled commencement of work. For broadcast seeders, no seeds shall be sown during high winds or when the seedbed is not in a proper condition for seeding. The Landscape Architect/Consultant shall examine and then approve any equipment to be used. Prior to starting work, all seeding equipment shall be calibrated and adjusted to sow seeds at the proper seeding rate. Equipment shall be operated in a manner to insure complete coverage of the entire area to be seeded. The Landscape Architect/Consultant shall be notified 48 hours prior to beginning the seeding operations. Any gaps between areas of growth greater than eight square feet shall be resown and/or replanted.

B. Seed shall be packaged individually and sorted by size prior to seeding. Till in separately to ensure uniform coverage of all seed types and sizes.

C. Hydroseeding: The hydraulic seeding equipment shall include a pump rated and operated at no less than 100 gallons per minute and at no less than 100 pounds per square inch pressure. A minimum of 1,000 gallons of slurry shall be used. The tank shall have a mechanical agitator powerful enough to keep all materials in a uniform suspension in the water. Calibration of the hydraulic seeding equipment shall be accurate and to the satisfaction of the Landscape Architect/Consultant.

   If the Contractor has another method for hydroseeding, he shall submit this method to the Landscape Architect/Consultant for evaluation and approval 30 days prior to his scheduled start date.

D. No-Till or Drill Method: If a rangeland type grass drill or no-till planter is used, rolling of the seedbed will not be required. The placing of mulch will not be required when a no-till planter is used, but would be helpful on sloping ground.

E. Install erosion control blanket on all indicated areas.

3.3 ACCEPTANCE

A. The contractor shall be responsible for the satisfactory growth of grass and forbs on all areas and/or planted under the contract until final acceptance of the work. Acceptance shall be granted after the performance standards given in this section have been met or exceeded, and all required clean up, removal, and repair as described in this section have been completed.

END OF SECTION 327000

SECTION 327100 – NATIVE PLANT MANAGEMENT

PART 1 - GENERAL

1.1 DESCRIPTION

A. This section includes management of seeding and planting work to encourage growth of desirable species.

1.2 QUALITY ASSURANCE

A. Provide at least one person who shall be present at all times during execution of this portion of the work and shall be thoroughly familiar with the type and operation of equipment and techniques being used. Said person shall have at least 5 years of experience installing and maintain native plant communities. Said person shall direct all work performed under this section.

A. Botanical nomenclature shall follow "Flora of the Chicago Region: A Floristic and Ecological Synthesis" by G. Wilhelm and L. Rericha (2017). The term non-native species shall include all those identified as introduced to the Chicago region in the above reference.

1.3 LAWS AND REGULATIONS

A. The Contractor shall comply with applicable regulations. All materials and workmanship shall meet or exceed applicable federal, state, county and local laws and regulations.

B. In the event of a conflict between the requirements of these Specifications and rules or regulations of Federal, State or Local agencies, the more restrictive shall govern.

C. The use of any herbicide shall follow directions given on the herbicide label. In the case of a discrepancy between these specifications and the herbicide label, the label shall prevail.

1.4 SUBMITTALS

A. Contractor completing the work described in this section must submit documentation of prior experience and expertise in this type of work. Submit a minimum of five references, including contact names and phone numbers, who can verify these qualifications. Work described in this section may not begin until these qualifications are approved.

B. Prior to delivery of any materials to the site, submit a complete list of all materials to be used during this portion of the work. Include complete data on source, quantity and quality. This submittal shall in no way be construed as permitting substitution for specific items described on the plans or in these specifications unless approved in

writing by the Owner. Materials shall not be delivered to project site until this submittal has been approved.

C. Prior to commencement of seeding or planting, submit material certificates for all seed and plant materials, signed by nursery. Planting shall not begin until this submittal is approved.

D. Prior to commencement of seeding or planting, submit a planting schedule for native plant and seed installation.

E. Prior to any herbicide use, submit a current copy of the State of Illinois commercial pesticide operator's or applicator's license, with certification in the appropriate categories, for each person who will be applying herbicide at the project site. A copy of each license must be maintained on site at all times during completion of the work.

1.5 SATISFACTORY PERFORMANCE

A. Management work shall at all times be satisfactory to the Landscape Architect. When it becomes necessary, the Landscape Architect will inform the Contactor of unsatisfactory procedures and operations. If the unsatisfactory procedures and operations are not corrected promptly, the Landscape Architect may suspend the performance of any or all other Work until the unsatisfactory condition has been corrected, and such suspension shall not be the basis of any claim by the Contractor for additional compensation from the Owner nor for an extension of time to complete the Work.

1.6 SAFETY

A. The work described in this section may involve hazardous conditions, operations, and equipment. These specifications do not purport to address all of the safety concerns, if any, associated with the completion of the work. It is the responsibility of the Contractor to establish appropriate safety and health practices and determine the applicability of regulatory limitations prior to beginning the work

PART 2 - PRODUCTS

2.1 HERBICIDE

A. Vegetation in areas without standing water or saturated soils shall be treated with Glyphosate, N-(phosphonomethyl) glycine, trade name Roundup or approved equal.

B. All vegetation to be treated with herbicide in areas with standing water or saturated soils shall be treated with Glyphosate, N-(phosphonomethyl) glycine in a form approved for aquatic applications such as Rodeo or approved equal.

2.2 PLANT MATERIALS

A. All seed shall and herbaceous plants shall conform to Section 327000 – Native Planting.

2.3 EROSION CONTROL

A. All erosion control blanket and straw mulch shall conform to the plans.

PART 3 - EXECUTION

3.1 EVALUATION

A. Contractor must inspect Wetland and Prairie planting work every 30 days after completion of work during the first growing season and complete management activities described herein, and any additional work as may be necessary, to ensure the following performance criteria are met or exceeded.

1. Seeding will meet the following performance criteria at the end of the first growing season: 90% overall areal vegetative cover, with no area larger than 1 Square Yard with less than 50% cover. No later than September 15 of the first growing season, the following criteria will also be met: a minimum of one seeded grass or sedge and two seeded forb species, excluding cover crop species, will be observable in each seeding zone.
2. Wetland planting work will meet or exceed the following performance criteria throughout the first growing season: 95% survivorship of all plant materials or a dense mass of planted species apparent, as determined by the Landscape Architect.
3. Throughout the first growing season non-native and/or otherwise objectionable weeds including but not limited to red and white clover, sweet clover, turf grasses, thistle, ragweed, reed canary grass, purple loosestrife, common reed, and others defined by the Landscape Architect shall be controlled by the Contractor. At no time shall non-native and/or otherwise objectionable weeds be allowed to dominate any portion of the site. Furthermore, the total collective population of cattails, common reed, reed canary grass, purple loosestrife, turf grasses, thistle, and teasel cannot exceed 10% of the estimated total aerial coverage, and/or exceed 2% individually, during the first three complete growing seasons after seed and plant installation.

B. Contractor shall inspect Wetland planting and seeding work at least once a month from May through September for two years after the first growing season and complete management activities described herein, and any additional work as may be necessary, to ensure the following performance criteria are met or exceeded.

1. Seeding work will meet or exceed the following performance criteria by the end of the second growing season following seed installation: 95% overall areal vegetative cover, with no area larger than 1 square yard having less than 75% cover. A minimum of one planted grass or sedge and two planted forb species, excluding cover crop species, found throughout each seeding zone, and at least 25% of all seeded species found in each seeding zone.
2. Seeding work will meet or exceed the following performance criteria by the

end of the third growing season following seed installation: 99% overall areal vegetative cover, with no area larger than 1 square yard having less than 90% cover. A minimum of two planted grass or sedge and four planted forb species, excluding cover crop species, found throughout each seeding zone, and at least 50% of all seeded species found in each seeding zone.

3. Wetland planting work will meet or exceed the following performance criteria throughout the second and third growing seasons: 95% survivorship of all plant materials or a dense mass of planted species apparent, as determined by Landscape Architect.
4. Throughout the second and third growing seasons, non-native and/or otherwise objectionable weeds including but not limited to thistle, ragweed, reed canary grass, purple loosestrife, common reed, and others defined by the Landscape Architect shall be controlled by the Contractor. At no time shall non-native and/or otherwise objectionable weeds be allowed to dominate any portion of the site. Furthermore, the total population of cattails, common reed, reed canary grass, purple loosestrife, turf grasses, thistle, and teasel cannot collectively exceed 10% of the estimated total aerial coverage, and/or exceed 2% individually.

3.2 HERBICIDE APPLICATION

A. The Contractor shall selectively treat non-native and/or otherwise objectionable weeds with an approved herbicide.

B. Care should be taken not to affect surrounding desirable vegetation. The Contractor will be required to replace any vegetation affected by their herbicide other than that which was approved.

C. A supply of chemical absorbent shall be maintained at the project site any time herbicides are on-site. Any chemical spills shall be properly cleaned up and reported to the Landscape Architect within 24 hours.

D. The Contractor shall maintain copies at the project site of all current pesticide applicator's licenses, herbicide labels, and Material Safety Data Sheets (MSDS) for all chemicals utilized during completion of the work.

E. Herbicides may be applied using a backpack sprayer or a handheld wick applicator.

F. Herbicide application instructions given on the label shall be followed at all times.

G. A minimum of four weed control events shall be conducted each year during the first three growing season.

3.3 SELECTIVE MOWING

A. The Contractor shall selectively mow or weed whip non-native and/or otherwise objectionable weeds, or cover crop, to minimize competition and prevent re-seeding of weeds.

B. The Contractor shall ensure cut weeds are not allowed to drop seed or smother desirable vegetation. Contractor shall remove and properly dispose of cut vegetation as necessary.

C. Care should be taken not to affect surrounding desirable vegetation. The Contractor will be required to replace any vegetation affected other than that which was approved.

D. The prairie areas shall be high mowed to a height of 6-9 inches, 2-3 times during the first growing season as needed and once in the spring / early summer of the second growing season.

3.4 PRESCRIBED CONTROLLED BURNING

A. Prescribed burning may be employed as a management and weed control tool at the project site with written authorization from the Owner. Burning may be conducted annually beginning the second growing season or as approved by the Owner.

B. Prior to the commencement of prescribed burning, the Contractor shall compile a burn plan that outlines a plan of action, identifies contingencies, and lists the names and phone numbers of emergency agencies (fire department, police department, etc.). Proper notice of intent to burn shall be given.

C. The Contractor shall apply for and receive all required permits prior to the commencement of prescribed burning.

D. Prescribed burns shall be conducted at the end of the 2nd and 3rd growing season as approved by the Owner.

3.5 OVERSEEDING

A. The Contractor shall complete supplemental seeding as necessary to achieve performance criteria given above.

B. All seeding work shall conform to Section 327000 – Native Planting.

C. The Contractor shall exercise care so as not to damage established or establishing desirable vegetation during overseeding.

3.6 EROSION CONTROL

A. The Contractor shall install erosion control blanket or straw mulch as needed in bare soil areas that are overseeded.

B. All erosion control blanket or straw mulch installation work shall conform to Section 312500 – Soil Erosion and Sediment Control.

C. The Contractor shall exercise care so as not to damage established or establishing desirable vegetation during installation of erosion control measures.

3.7 SUPPLEMENTAL PLANTING

A. The Contractor shall complete supplemental planting as necessary to achieve performance criteria given above.

B. All planting work shall conform to Section 327000 - Native Planting with the following exceptions.

C. The Contractor shall exercise care so as not to damage established or establishing desirable vegetation during supplemental planting.

3.8 WATERING

A. Provide temporary irrigation as necessary during dry periods for seeding and planting work to establish and/or sustain growth necessary to meet or exceed performance criteria given above.

3.9 CLEAN UP, REMOVAL, AND REPAIR

A. The work area shall be kept free of debris. After management work is complete, clean up any remaining materials, debris, trash, etc. generated by the Contractor.

B. After work has been completed remove tools, equipment, empty containers, and all other debris accumulated during completion of the work.

C. Repair any damages incurred during completion of the work described in this section.

3.10 ACCEPTANCE AND GUARANTEE

A. Acceptance shall be granted after the performance standards given in 3.1 of this section have been met or exceeded, and all required clean up, removal, and repair as described in this section have been completed.

END OF SECTION 327100

SECTION 329200 - TURF AND GRASSES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Seeding.

1.2 DEFINITIONS

A. Finish Grade: Elevation of finished surface of planting soil.

B. Manufactured Soil: Soil produced off-site by homogeneously blending mineral soils or sand with stabilized organic soil amendments to produce topsoil or planting soil.

C. Planting Soil: Native or imported topsoil, manufactured topsoil, or surface soil modified to become topsoil; mixed with soil amendments.

D. Subgrade: Surface or elevation of subsoil remaining after completing excavation, or top surface of a fill or backfill immediately beneath planting soil.

E. Subsoil: All soil beneath the topsoil layer of the soil profile and typified by the lack of organic matter and soil organisms.

1.3 SUBMITTALS

A. Product Data: For each type of product indicated.

B. Certification of grass seed.

1. Certification of each seed mixture for turfgrass sod.

C. Product certificates.

D. Planting Schedule: Indicating anticipated planting dates for each type of planting.

1.4 QUALITY ASSURANCE

A. Installer's Qualifications: A qualified landscape installer whose work has resulted in successful lawn establishment.

1. Installer’s Field Supervision: Require Installer to maintain an experienced full-time supervisor of Project site when planting is in progress.

B. Soil-Testing Laboratory Qualifications: An independent laboratory, recognized by the State Department of Agriculture, with the experience and capability to conduct the testing indicated and that specializes in types of tests to be performed.

1. Topsoil Analysis: As indicate in Division 32 “Exterior Plants”

1.5 DELIVERY, STORAGE, AND HANDLING

A. Planting Restrictions: Plant during one of the following periods. Coordinate planting periods with maintenance periods to provide required maintenance from date of Substantial Completion.

1. Spring Planting: April 15-June 15
2. Fall Planting: August 15-October 15

B. Weather Limitations: Proceed with planting only when existing and forecasted weather conditions permit.

1.6 LAWN MAINTENANCE

A. Initial Lawn Maintenance Service: Provide full maintenance by skilled employees of landscape Installer. Maintain as required in Part 3. Begin maintenance immediately after each area is planted and continue until acceptable lawn is established, but for not less than the following periods:

1. Seed: 60 days from date of substantial Completion.

PART 2 - PRODUCTS

2.1 SEED

A. Eco-grass Low Maintenance Lawn Blend provided by Prairie Moon Nursery.

2.2 TOPSOIL

A. Topsoil: A naturally occurring loam or silt loam (USDA texture) soil from on-site sources Natural soil shall be a harvested loam or silt loam mineral soil, uniform in color and texture, containing no gray clay and free from grass roots, sod, weeds, rocks or stones greater than 0.75 in. diameter, stiff clay, clods, or any other substance undesirable to plant growth. The soil shall be loose, friable, and of good tilth. The particle size distribution ranges using USDA Particle Size Classes shall be as follows:

Sand	2.00 – 0.05mm	15-50%
Silt	0.05 – 0.002mm	30-70%
Clay	<0.002mm	3-20%

B. Topsoil shall be suitable for ornamental plant growth with pH range of 5.5 to 7, and a minimum of 8 percent organic material content.

C. Segregated Topsoil from on-site sources will be considered acceptable unless otherwise noted.

2.3 HERBICIDES

A. Starter Herbicide: Tenacity Herbicide manufactured by Syngenta, (866)796-4368 or approved equal. Only use after approval by project team.

B. Selective herbicides: EPA registered and approved, of type recommended by manufacturer for application.

2.4 FERTILIZER

A. Superphosphate: Commercial, phosphate mixture, soluble; a minimum of 20 percent available phosphoric acid.

B. Starter Fertilizer: Coarse grade "endoROOTS" granular, 3-3-4 fertilizer as manufactured by Roots Inc. 800.342.6173 or approved equal.

C. Growth Fertilizer: Commercial-grade complete fertilizer of neutral character, consisting of fast- and slow-release nitrogen, 50 percent derived from natural organic sources of urea formaldehyde, phosphorous, and potassium in the following composition:

1. Composition: Country Club 17-0-17 granular fertilizer as manufactured by Lebanon Turf Products or approved equal

D. Maintenance Fertilizer: Granular or pelleted Commercial-grade complete fertilizer of neutral character, consisting of fast- and slow-release nitrogen consisting of 50 percent water-insoluble nitrogen, phosphorus, and potassium in the following composition:

1. Composition: Roots Fine Grade Turf Food, 15-3-8 as manufactured by Roots Inc. 800.342.6173 or approved equal.

2.5 EROSION CONTROL BLANKET

A. Erosion control blanket shall be Curlex NetFree Blanket as manufactured by American Excelsior Company 815.768.5866 or approved equal.
1. Secure in place with E-Staple manufactured by American Excelsior Company or approved equal.

2.6 PLANTING SOIL MIX

A. Planting Soil Mix: Topsoil mixed with the following soil amendments and fertilizers in the following quantities:

1. Ratio of Soil Conditioner to Topsoil by Volume: 1:4.
2. Weight of Commercial Fertilizer per 1000 Sq. Ft.: 5 pounds.
3. Weight of Slow-Release Fertilizer per 1000 Sq. Ft.: 5 pounds.

PART 3 - EXECUTION

3.1 LAWN PREPARATION

A. Limit lawn subgrade preparation to areas to be planted.

B. Newly Graded Subgrades: Loosen subgrade to a minimum depth of 4 inches. Remove stones larger than 1 inch in any dimension and sticks, roots, rubbish, and other extraneous matter and legally dispose of them off Owner's property.

1. Spread planting soil mix to a depth of 6 inches but not less than required to meet finish grades after light rolling and natural settlement. Do not spread if planting soil or subgrade is frozen, muddy, or excessively wet.

C. Unchanged Subgrades: If lawns are to be planted in areas unaltered or undisturbed by excavating, grading, or surface soil stripping operations, prepare surface soil as follows:

1. Remove existing grass, vegetation, and turf. Do not mix into surface soil.

2. Loosen surface soil to a depth of at least of 6 inches. Apply soil amendments and according to planting soil mix proportions and mix thoroughly into top 6 inches of soil. Till soil to a homogeneous mixture of fine texture.

3. Remove stones larger than 1 inch in any dimension and sticks, roots, trash, and other extraneous matter.

4. Legally dispose of waste material, including grass, vegetation, and turf, off Owner's property.

D. Finish Grading: Grade planting areas to a smooth, uniform surface plane with loose, uniformly fine texture. Grade to within plus or minus 1/2 inch of finish elevation. Roll and rake, remove ridges, and fill depressions to meet finish grades. Limit fine grading to areas that can be planted within 7 days.

E. Apply Starter Herbicide prior to seeding at a rate of 5-8 fl oz. per acre, wait for period indicated by manufacturer’s recommendations before seeding. IF APPROVED BY PROJECT TEAM.

F. Apply Starter Fertilizer at 10 lbs / 1000 sf. Work into soil to 1 inch depth.

G. Moisten prepared lawn areas before planting if soil is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.

H. Restore areas if eroded or otherwise disturbed after finish grading and before planting.

3.2 SEEDING

A. Do not broadcast or drop seed when wind velocity exceeds 5 mph. Evenly distribute seed by sowing equal quantities in two directions at right angles to each other.

B. Sow seed at a total rate of 10 lbs /1000 sq. ft.

C. Rake seed lightly into top 1/8 inch of soil, roll lightly, and water with fine spray.

D. Apply erosion control blanket to all areas

E. Protect seeded areas from hot, dry weather or drying winds by applying peat mulch or topsoil within 24 hours after completing seeding operations. Soak areas, scatter mulch uniformly to a depth of 3/16 inch, and roll surface smooth.

F. Install seed under favorable weather conditions unless approved by the Owner's Representative. The conditions of the guarantee apply regardless of the date of installation. The generally accepted times for seeding are:

Spring - April 1 to May 31
Fall - August 15 to September 31

3.3 LAWN MAINTENANCE

A. Maintain and establish lawn by watering, fertilizing, weeding, mowing, trimming, replanting, and other operations. Roll, regrade, and replant bare or eroded areas to produce a uniformly smooth lawn. Provide materials and installation the same as those used in the original installation.

B. Watering: Provide and maintain temporary piping, hoses, and lawn-watering equipment to convey water from sources and to keep lawn uniformly moist to a depth of 4 inches.

1. Schedule watering to prevent wilting, puddling, erosion, and displacement of seed or mulch. Lay out temporary watering system to avoid walking over muddy or newly planted areas.
2. Water lawn at a minimum rate of 1 inch per week.

C. Mow lawn as soon as top growth is tall enough to cut. Repeat mowing to maintain specified height without cutting more than 40 percent of grass height. Remove no more than 40 percent of grass-leaf growth in initial or subsequent mowings. Do not delay mowing until grass blades bend over and become matted. Do not mow when grass is wet. Schedule initial and subsequent mowings to maintain the following grass height:
1. Mow grass 1-1/2 to 2 inches high.

D. Lawn Postfertilization: Apply fertilizer after initial mowing and when grass is dry.

1. Use fertilizer that will provide actual nitrogen of at least 5 lb/1000 sq. ft. to lawn area.

3.4 SATISFACTORY LAWNS

A. Satisfactory Seeded Lawn: At end of maintenance period, a healthy, uniform, close stand of grass has been established, free of weeds and surface irregularities, with coverage exceeding 90 percent over any 10 sq. ft. and bare spots not exceeding 5 by 5 inches.

B. Use specified materials to reestablish lawns that do not comply with requirements and continue maintenance until lawns are satisfactory.

3.5 CLEANUP AND PROTECTION

A. Promptly remove soil and debris created by lawn work from paved areas. Clean wheels of vehicles before leaving site to avoid tracking soil onto roads, walks, or other paved areas.

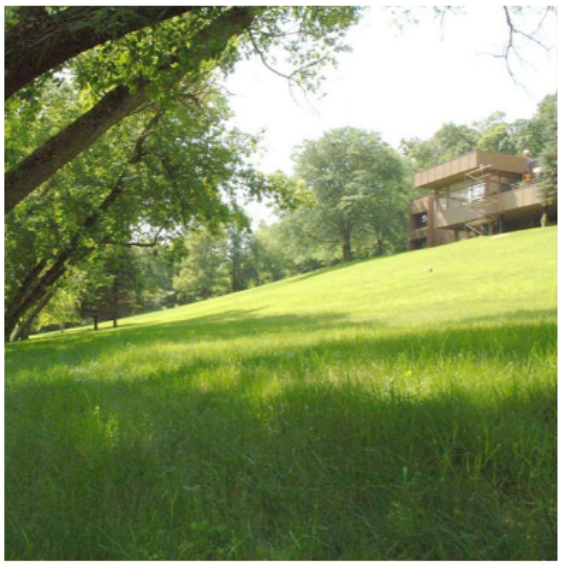
B. Erect barricades and warning signs as required to protect newly planted areas from traffic. Maintain barricades throughout maintenance period and remove after lawn is established.

END OF SECTION 329200

PRAIRIE MOON NURSERY®

Eco-Grass

Low Maintenance Lawn Blend



DETAILS

Lbs/Acre	5 lbs/1000 sq ft; 220 lbs/acre
Seeds/Ounce	30,000
Germination Code	A
Sun Exposure	Full, Partial
Soil Moisture	Medium-Wet, Medium, Medium-Dry, Dry
Height	8 inches
USDA Zones	2-7
Catalog Code	ECOG

About

A versatile blend of fine-leaved fescue grasses that is the responsible alternative to an energy-intensive conventional turf lawn. Eco-Grass, also called Eco Lawn or No Mow, is an excellent choice for solid border areas or footpaths adjacent to native plantings. This grass mix of native and non-native cultivar fescues establishes quickly, growing into a flowing carpet that can go unmowed or be mowed to a recommended 3” height occasionally or frequently, depending on rainfall, application and intended use. Ecograss grows in most soil types and sun conditions but is not suitable for wet soil or full shade.

The thin blades of the fescues and their relatively deep root systems (4-9”) enhance drought-resistance by reducing water loss and reaching deeper water reserves.

When Eco-Grass reaches about 8” it begins to form seed heads and tends to flop over, which can add an attractive naturalistic flow to your landscape. Once established, it is durable under moderate foot traffic. It resists invasion by filling in well, but will not encroach on neighboring plantings.

Eco-Grass yields big savings as a lawn alternative by eliminating or reducing the need for pesticides, fertilizers and frequent watering or mowing. These slow growing, deep rooted fescues establish even in low-nutrient soils. The reduced need for summer watering makes Eco-grass less attractive than irrigated lawns for pests like lawn grubs, the problematic larvae that feed on turfgrass roots.

A cool-season grass blend, Eco-Grass is best planted spring or early fall, on a prepared site from which all weeds or competing species, and the weed seed bank in the soil, have been removed prior to planting. Early Fall plantings have the advantage of moderate temperatures and fewer competing weeds, while Spring plantings have the advantage of early-season soil moisture. Seeds can be hand broadcast or distributed with a grass-seed spreader and should be lightly raked in and then watered for the first month or two, if needed. Depending upon conditions, germination can be expected in one to two weeks. Its cool-season nature shows in its bright green luster in late fall, followed by browning in dormancy and an early spring green up.

Eco-Grass does not need to overwinter to break germination inhibitors. Seeds sown in late fall or winter will lie dormant until spring. Even sandy soils can suit it but frequent watering may be necessary on very dry sites or in dry seasons until the plants are established. Once it fills in, Eco-Grass is a low-maintenance, attractive choice for many specific landscaping needs for home and garden.

Planting

Recommended seeding rate: 5 lbs/1,000 sq. ft. 220 lbs/acre
A cool-season grass blend, Eco-Grass is best planted on a prepared site from which all weeds or competing species have been removed in early fall or early spring. Seeds can be hand broadcast or distributed with a grass-seed spreader and should be lightly raked in and then watered well for the first month or two, if needed. There are various site prep methods you could follow, no different than preparing a site for a native seed mix. Read our Site Prep blog.

Spring has the advantage of early-season soil moisture, while early-fall plantings have the advantage of fewer competing weeds. The seeds can be hand-broadcast or distributed with a grass-seed spreader and should be lightly raked in and then watered well for the first month or two, if needed. Depending upon conditions, germination can be expected in one to two weeks. Its cool-season nature shows in its bright-green luster in late autumn, followed by browning in dormancy and an early spring green-up.

Eco-Grass does not need to over-winter to break germination inhibitors. Seeds sown in late fall or winter will lie dormant until spring. Even sandy soils can suit it but frequent watering may be necessary on very dry sites or in dry seasons until the plants are established. Once it fills in, Eco-Grass is a low-maintenance, attractive choice for many specific landscaping needs for home and garden.

LOW SWALE

This new formulation of our Swale mix is designed with a lower height profile for plantings where lines of sight are important, such as high traffic areas and parking lots. This mix also contains more sedges and rushes by seed count for a denser grass matrix. The Low Swale mix includes at least 8 of 11 permanent grass and sedge species and 8 of 11 native forb species. Apply at 36.31 PLS pounds per acre.

Botanical Name	Common Name	PLS Oz/Acre
Permanent Grasses/Sedges		
Calamagrostis canadensis	Bluejoint Grass	1.00
Carex cristatella	Crested Oval Sedge	2.00
Carex lurida	Bottlebrush Sedge	3.00
Carex spp.	Prairie Sedge Species	4.00
Carex stipata	Common Fox Sedge	2.00
Carex vulpinoidea	Brown Fox Sedge	6.00
Elymus canadensis	Canada Wild Rye	16.00
Elymus virginicus	Virginia Wild Rye	16.00
Glyceria striata	Fowl Manna Grass	1.00
Juncus effusus	Common Rush	1.00
Juncus tenuis	Path Rush	1.00
	Total	53.00
Temporary Cover		
Avena sativa	Common Oat	512.00
	Total	512.00
Forbs		
Alisma subcordatum	Common Water Plantain	1.00
Euthamia graminifolia	Common Grass-Leaved Goldenrod	0.50
Iris spp.	Blue Flag Species	3.00
Liatris spicata	Marsh Blazing Star	1.50
Lobelia siphilitica	Great Blue Lobelia	0.50
Lycopus americanus	Common Water Horehound	0.50
Mimulus ringens	Monkey Flower	0.50
Pycnanthemum virginianum	Common Mountain Mint	0.50
Rudbeckia hirta	Black-Eyed Susan	4.00
Rudbeckia triloba	Brown-Eyed Susan	2.00
Zizia aurea	Golden Alexanders	2.00
	Total	16.00



Liatris spicata, **Marsh Blazing Star**



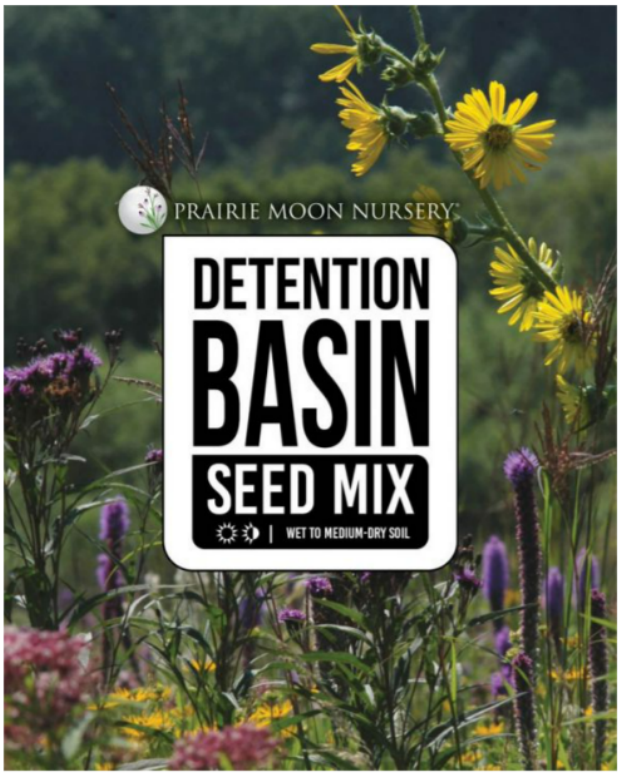
Juncus spp., **Common and Path Rush**



Pycnanthemum virginianum, **Mountain Mint**

For current pricing, availability, and information on our full installation and management services, visit stantecnativeplantnursery.com

PRAIRIE MOON NURSERY®



DETAILS

Lbs/Acre	9.57
Seeds/Sq.Ft.	305
Sun Exposure	Full, Partial
Soil Moisture	Wet, Medium-Wet, Medium, Medium-Dry
Advantages	
USDA Zones	3-7
Catalog Code	DET

About

for Wet to Medium-Dry Soils and Full to Part Sun
For rainwater runoff detention basins. A selection of species designed to tolerate fluctuating water levels and poor water quality. High diversity allows changes in species composition from the wetter bottom area to the dryer slope. Also, species composition can successfully change with a series of wet or dry years. Although some of the native plants in this seed mix have ranges that extend beyond zones 3-7, the majority will do best in this zone range. For more detailed information please see the RANGE MAP for each species. View the complete species list, including % by weight, under COMPONENTS.

For seed mixes of 1/8 acre or less, we include a temporary cover crop at no additional charge. ReGreen is a sterile, short-lived perennial wheat hybrid that can be planted spring or fall.

Planting

Native plant communities provide the inspiration for our seed-mix designs. All our mixes feature high seeding rates and a diverse balance of native species, which, when mature, will provide blossoms throughout the year. No matter what you want from a seed mix, you will need to make sure it fits the soil-moisture holding capacity and sun conditions of your site.
E stablishment of the diverse native-plant communities represented in our seed mixes can take three to five years. The most critical process before planting is preparing the site by removing unwanted species and working to deplete the soil's weed seed bank. Find detailed site prep, planting and care instructions for our seed mixes through the following links:
ESTABLISHING A NATIVE SEED MIX - 3 YEAR PLAN https://www.prairiemoon.com/site-prep
PLANTING INSTRUCTIONS FOR HAND SOWING A NATIVE SEED MIX
ttps://www.prairiemoon.com/PDF/Planting.Instructions.For.Hand.Sowing.A.Native.Seed.Mix.2022.pdf

DETENTION BASIN SEED MIX

by Prairie Moon® Nursery

9.57 lbs per acre | 305 Seeds per sq/ft

(FILTER PLANTS IN THIS SEED MIX)

WILDFLOWERS

Botanical Name (Common Name)	% by wt.
Alisma subcordatum (Mud Plantain)	1.31
Allium stellatum (Prairie Onion)	0.98
Ammannia coccinea (Scarlet Toothcup)	0.98
Anemone canadensis (Canada Anemone)	0.65
Angelica atropurpurea (Great Angelica)	3.92
Asclepias incarnata (Rose Milkweed)	2.61
Astragalus canadensis (Canada Milk Vetch)	0.65
Bidens cernua (Nodding Bur Marigold)	0.65
Boltonia asteroides (False Aster)	0.65
Eupatorium perfoliatum (Boneset)	0.49
Eupatorium maculatum (Joe Pye Weed)	0.65
Gentiana andrewsii (Bottle Gentian)	0.36
Gentiana flavida (Cream Gentian)	0.36
Helenium autumnale (Sneezeweed)	0.71
Heliopsis helianthoides (Early Sunflower)	1.31
Hibiscus laevis (Rose Mallow)	3.92
Hypericum pyramidatum (Great St. John's Wort)	0.65
Iris virginica var. shrevei (Southern Blue Flag)	2.61
Liatris pycnostachya (Prairie Blazing Star)	3.27
Lobelia cardinalis (Cardinal Flower)	0.33
Lobelia siphilitica (Great Blue Lobelia)	1.31
Lycopus americanus (Water Horehound)	0.65
Mimulus ringens (Monkey Flower)	0.33
Oligoneuron rigidum (Stiff Goldenrod)	0.65
Pedicularis lanceolata (Marsh Betony)	0.65
Persicaria punctata (Smartweed)	0.98
Physostegia virginiana (Obedient Plant)	0.71
Pycnanthemum virginianum (Mountain Mint)	1.31
Rudbeckia hirta (Black-eyed Susan)	1.96
Rudbeckia subtomentosa (Sweet Black-eyed Susan)	0.36
Rudbeckia triloba (Brown-eyed Susan)	1.31
Silphium laciniatum (Compass Plant)	0.65
Silphium perfoliatum (Cup Plant)	0.65
Silphium terebinthinaceum (Prairie Dock)	0.65
Symphyotrichum laeve (Smooth Blue Aster)	1.31
Thalictrum dasycarpum (Purple Meadow Rue)	1.96
Verbena hastata (Blue Vervain)	1.31
Vernonia fasciculata (Common Ironweed)	1.31
Veronicastrum virginicum (Culver's Root)	0.65
Zizia aurea (Golden Alexanders)	1.31
Totals of WILDFLOWERS:	**47.07 %**

GRASSES, SEDGES & RUSHES

Botanical Name (Common Name)	% by wt.
Andropogon gerardii (Big Bluestem)	6.53
Bromus ciliatus (Fringed Brome)	5.12
Calamagrostis canadensis (Blue Joint Grass)	0.34
Carex bicknellii (Copper-shouldered Oval Sedge)	1.31
Carex frankii (Bristly Cattail Sedge)	1.31
Carex hystericina (Porcupine Sedge)	1.31
Carex vulpinoidea (Brown Fox Sedge)	3.27
Elymus canadensis (Canada Wild Rye)	10.45
Elymus virginicus (Virginia Wild Rye)	10.45
Glyceria grandis (Reed Manna Grass)	1.31
Juncus dudleyi (Dudley's Rush)	0.33
Juncus interior (Inland Rush)	0.28
Panicum virgatum (Switch Grass)	1.31
Scirpus atrovirens (Dark-green Bulrush)	0.71
Scirpus cyperinus (Wool Grass)	0.37
Scirpus validus (Great Bulrush)	0.71
Sorghastrum nutans (Indian Grass)	6.53
Spartina pectinata (Cord Grass)	1.31
Totals of GRASSES, SEDGES & RUSHES:	**52.93 %**

SECTION 329300 – PLANTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes the following:

1. Trees.
2. Perennials
3. Ground cover.
4. Landscape Accessories

1.3 DEFINITIONS

A. Balled and Burlapped Stock: Exterior plants dug with firm, natural balls of earth in which they are grown, with ball size not less than diameter and depth recommended by ANSI Z60.1 for type and size of tree or shrub required; wrapped, tied, rigidly supported, and drum-laced as recommended by ANSI Z60.1.

B. Balled and Potted Stock: Exterior plants dug with firm, natural balls of earth in which they are grown and placed, unbroken, in a container. Ball size is not less than diameter and depth recommended by ANSI Z60.1 for type and size of exterior plant required.

C. Container-Grown Stock: Healthy, vigorous, well-rooted exterior plants grown in a container with well-established root system reaching sides of container and maintaining a firm ball when removed from container. Container shall be rigid enough to hold ball shape and protect root mass during shipping and be sized according to ANSI Z60.1 for kind, type, and size of exterior plant required.

D. Fabric Bag-Grown Stock: Healthy, vigorous, well-rooted exterior plants established and grown in-ground in a porous fabric bag with well-established root system reaching sides of fabric bag. Fabric bag size is not less than diameter, depth, and volume required by ANSI Z60.1 for type and size of exterior plant.

E. Finish Grade: Elevation of finished surface of planting soil.

F. Manufactured Topsoil: Soil produced off-site by homogeneously blending mineral soils or sand with stabilized organic soil amendments to produce topsoil or planting soil.

G. Planting Soil: Native or imported topsoil, manufactured topsoil, or surface soil modified to become topsoil; mixed with soil amendments.

H. Subgrade: Surface or elevation of subsoil remaining after completing excavation, or top surface of a fill or backfill, before placing planting soil.

1.4 SUBMITTALS

A. Product Data: For each type of product indicated.

B. Product Certificates: For each type of manufactured product, signed by product manufacturer, and complying with the following:

1. Manufacturer's certified analysis for standard products.
2. Analysis of other materials by a recognized laboratory made according to methods established by the Association of Official Analytical Chemists, where applicable.

C. Material Test Reports: For existing surface soil and imported topsoil including presentation and amendment recommendations of testing for physical and chemical properties.

D. Planting Schedule: Indicating anticipated planting dates, and sources for exterior plants.

E. Plant Location Schedule: Indicating intended sources for all woody plant material to be obtained for the project.

1.5 QUALITY ASSURANCE

A. Installer Qualifications: A qualified landscape installer whose work has resulted in successful establishment of exterior plants.

1. Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on Project site when exterior planting is in progress.

B. Topsoil Analysis: If needed, for imported topsoil, furnish soil analysis by a qualified soil-testing laboratory stating percentages of organic matter; gradation of sand, silt, and clay content; cation exchange capacity; deleterious material; pH; and mineral and plant-nutrient content of topsoil.

1. Report suitability of topsoil for plant growth. State recommended quantities of nitrogen, phosphorus, and potash nutrients and soil amendments to be added to produce a satisfactory topsoil for ornamental plant growths.

C. Provide quality, size, genus, species, and variety of exterior plants indicated, complying with applicable requirements in ANSI Z60.1, "American Standard for Nursery Stock."

1. Selection of exterior plants purchased under allowances will be made by Architect or Owner, who will tag plants at their place of growth before they are prepared for transplanting.

D. Tree and Shrub Measurements: Measure according to ANSI Z60.1 with branches and trunks or canes in their normal position. Do not prune to obtain required sizes. Take caliper measurements 6 inches above ground for trees up to 4-inch caliper size, and 12 inches above ground for larger sizes. Measure main body of tree or shrub for height and spread; do not measure branches or roots tip-to-tip.

E. Observation: Architect may observe trees and shrubs either at place of growth or at site before planting for compliance with requirements for genus, species, variety, size, and quality. Architect retains right to observe trees and shrubs further for size and condition of balls and root systems, insects, injuries, and latent defects and to reject unsatisfactory or defective material at any time during progress of work. Remove rejected trees or shrubs immediately from Project site.

1. Notify Architect of sources of planting materials seven days in advance of delivery to site.

F. All quality assurance testing and project conditions requirements of Division 2 “Earthwork.”

1.6 PRODUCT HARVEST, DELIVERY, STORAGE, AND HANDLING

A. Soil harvest shall be coordinated with the Landscape Architect and Soil Scientist. Soil shall be harvested directly from its natural state by backhoe loading to trucks. All soil shall be moved in a fresh state without shredding or grinding. Soil shall not be harvested by scrapers or pans. Soil shall not harvested, transported, or placed wet. Soil shall not be harvested and stored in a stockpile for later movement to the site.

B. Soil shall be harvested in such a manner as to not destroy the natural soil structure. Soil containing woody roots may be screened provided that the structure is not destroyed. Soil screen shall not have an opening smaller than 2 inches. Soil shall not be pulverized, stockpiled or amended without permission of the soil scientist.

C. Coordinate delivery of soil to pre-approved delivery areas with General Contractor. Inform the Landscape Architect of all delivery schedules in advance of delivery.

D. All deliveries of soil which in any way fails to meet the requirements of these specifications will be rejected, and the Contractor shall immediately remove such rejected soil from the premises and supply suitable soil in its place.

E. No deliveries will be permitted when weather conditions are unsatisfactory, or if the approved staging area is not in a satisfactory condition to receive soil. No frozen soil will be accepted. Do not deliver or handle soil in wet, muddy or frozen conditions. Water Content may not exceed twenty percent (20%) by weight. Protect temporary on-site stockpiles from water erosion, wind and disturbance with landscape fabric, tarps or other materials approved by the Landscape Architect.

1.7 COORDINATION

A. Planting Restrictions: Plant during one of the following periods. Coordinate planting periods with maintenance periods to provide required maintenance from date of Substantial Completion.

1. Spring Planting: April 15 – June 15
2. Fall Planting: September 15 - October 15

B. Weather Limitations: Proceed with planting only when existing and forecasted weather conditions permit.

1.8 WARRANTY

A. Special Warranty: Warrant the following exterior plants, for the warranty period indicated, against defects including death and unsatisfactory growth, except for defects resulting from lack of adequate maintenance, neglect, or abuse by Owner, or incidents that are beyond Contractor's control.

1. Warranty Period for Trees and Shrubs: One year from date of Final Acceptance.
2. A limit of one replacement of each exterior plant will be required, except for losses or replacements due to failure to comply with requirements.

1.9 MAINTENANCE

A. Trees and Shrubs: Maintain for the following maintenance period by pruning, cultivating, watering, weeding, fertilizing, restoring planting saucers, tightening and repairing stakes and guy supports, and resetting to proper grades or vertical position, as required to establish healthy, viable plantings. Spray as required to keep trees and shrubs free of insects and disease. Restore or replace damaged tree wrappings.

1. Maintenance Period: 60 days after Final Acceptance.

B. Ground Cover and Plants: Maintain for the following maintenance period by watering, weeding, fertilizing, and other operations as required to establish healthy, viable plantings:

1. Maintenance Period: 60 days after Final Acceptance.

PART 2 - PRODUCTS

2.1 TREE AND SHRUB MATERIAL

A. General: Furnish nursery-grown trees and shrubs complying with ANSI Z60.1, with healthy root systems developed by transplanting or root pruning. Provide well-shaped, fully branched, healthy, vigorous stock free of disease, insects, eggs, larvae, and defects such as knots, sun scald, injuries, abrasions, and disfigurement.

B. Grade: Provide trees and shrubs of sizes and grades complying with ANSI Z60.1 for type of trees and shrubs required. Trees and shrubs of a larger size may be used if acceptable to Architect, with a proportionate increase in size of roots or balls.

C. Label each tree and shrub with securely attached, waterproof tag bearing legible designation of botanical and common name.

D. If formal arrangements or consecutive order of trees or shrubs is shown, select stock for uniform height and spread, and number label to assure symmetry in planting.

2.2 SHADE AND FLOWERING TREES

A. Shade Trees: Single-stem trees with straight trunk, well-balanced crown, and intact leader, of height and caliper indicated, complying with ANSI Z60.1 for type of trees required.

1. Provide balled and burlapped.
2. Branching Height: One-third to one-half of tree height.

B. Small Trees: Branched or pruned naturally according to species and type, with relationship of caliper, height, and branching according to ANSI Z60.1; stem form as indicated on drawings.
1. Provide balled and burlapped.

C. Multistem Trees: Branched or pruned naturally according to species and type, with relationship of caliper, height, and branching according to ANSI Z60.1; stem form as indicated on drawings:
1. Provide balled and burlapped.

2.3 DECIDUOUS SHRUBS

A. Form and Size: Deciduous shrubs with not less than the minimum number of canes required by and measured according to ANSI Z60.1 for type, shape, and height of shrub.

1. Provide balled and burlapped or container-grown trees as indicated on drawings.

2.4 CONIFEROUS EVERGREENS

A. Form and Size: Specimen-quality, exceptionally heavy, tightly knit, symmetrically shaped coniferous evergreens.
1. Provide balled and burlapped or container-grown trees as indicated on drawings.

2.5 BROADLEAF EVERGREENS

A. Form and Size: Normal-quality, well-balanced, broadleaf evergreens, of type, height, spread, and shape required, complying with ANSI Z60.1.

1. Provide balled and burlapped or container-grown trees as indicated on drawings.

2.6 GROUND COVER PLANTS

A. Ground Cover: Provide ground cover of species indicated, established and well rooted in pots or similar containers, and complying with ANSI Z60.1 requirements indicated on drawings:

2.7 PLANTS

A. Perennials: Provide healthy, field-grown plants from a commercial nursery, of species and variety shown or listed.

2.8 TOPSOIL

A. Topsoil: A naturally occurring loam or silt loam (USDA texture) soil from on-site sources Natural soil shall be a harvested loam or silt loam mineral soil, uniform in color and texture, containing no gray clay and free from grass roots, sod, weeds, rocks or stones greater than 0.75 in. diameter, stiff clay, clods, or any other substance undesirable to plant growth. The soil shall be loose, friable, and of good tilth. The particle size distribution ranges using USDA Particle Size Classes shall be as follows:

Sand	2.00 – 0.05mm	15-50%
Silt	0.05 – 0.002mm	30-70%
Clay	<0.002mm	3-20%

B. Topsoil shall be suitable for ornamental plant growth with pH range of 5.5 to 7, and a minimum of 8 percent organic material content.

C. Segregated Topsoil from on-site sources will be considered acceptable unless otherwise noted.

2.9 FERTILIZER

A. Superphosphate: Commercial, phosphate mixture, soluble; a minimum of 20 percent available phosphoric acid.

B. Starter Fertilizer: Coarse grade “endoROOTS” granular, 3-3-4 fertilizer as manufactured by Roots Inc. 800.342.6173 or approved equal.

C. Commercial Fertilizer: Commercial-grade complete fertilizer of neutral character, consisting of fast- and slow-release nitrogen, 50 percent derived from natural organic sources of urea formaldehyde, phosphorous, and potassium in the following composition:
   1. Composition: Nitrogen, phosphorous, and potassium in amounts recommended in soil reports from a qualified soil-testing agency.

D. Slow-Release Fertilizer: Granular or pelleted fertilizer consisting of 50 percent water-insoluble nitrogen, phosphorus, and potassium in the following composition:
   1. Composition: Nitrogen, phosphorous, and potassium in amounts recommended in soil reports from a qualified soil-testing agency.

2.10 MULCHES

A. Organic Mulch: Free from deleterious materials and suitable as a top dressing of trees and shrubs, consisting of one of the following:

   1. Type: Double shredded hardwood mulch for all panting beds.

2.11 LANDSCAPE EDGING

A. Landscape Edging: V-cut spade edge

2.12 MISCELLANEOUS PRODUCTS

A. Antidesiccant: Water-insoluble emulsion, permeable moisture retarder, film forming, for trees and shrubs. Deliver in original, sealed, and fully labeled containers and mix according to manufacturer's written instructions.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas to receive exterior plants for compliance with requirements and conditions affecting installation and performance. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Protect structures, utilities, sidewalks, pavements, and other facilities, and lawns and existing exterior plants from damage caused by planting operations.

B. Provide erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

C. Lay out individual tree and shrub locations and areas for multiple exterior plantings. Stake locations, outline areas, adjust locations when requested, and obtain Architect's acceptance of layout before planting. Make minor adjustments as required.

D. Apply antidesiccant to trees and shrubs using power spray to provide an adequate film over trunks, branches, stems, twigs, and foliage to protect during digging, handling, and transportation.

1. If deciduous trees or shrubs are moved in full leaf, spray with antidesiccant at nursery before moving and again two weeks after planting.

3.3 PLANTING BED ESTABLISHMENT

A. Loosen subgrade of planting beds to a minimum depth of 12 inches. Remove stones larger than 1 inch in any dimension and sticks, roots, rubbish, and other extraneous matter and legally dispose of them off Owner's property.

1. Apply superphosphate fertilizer directly to subgrade before loosening.
2. Spread topsoil, apply soil amendments and fertilizer on surface, and thoroughly blend planting soil mix.

a. Delay mixing fertilizer with planting soil if planting will not proceed within a few days.
b. Mix lime with dry soil before mixing fertilizer (if needed).

3. The coarse-graded sub-base shall be thoroughly tilled to a minimum depth of 12 inches. This material shall then be re-compacted to a minimum of 78% of Proctor Density and a maximum of 84% of Proctor Density.

4. Following re-densification, the sub-base surface should be roughened to a minimum depth of 2 inches prior to placement of soil.

5. Spread planting topsoil mix to a depth of 6 inches if not otherwise indicated but not less than required to meet finish grades after natural settlement. Do not spread if planting soil or subgrade is frozen, muddy, or excessively wet. Do not use wheeled vehicles or back dragging.

B. Finish Grading: Grade planting beds to a smooth, uniform surface plane with loose, uniformly fine texture. Roll and rake, remove ridges, and fill depressions to meet finish grades.
1. Finished grade shall meet existing grades at contract limits and shall be even with the tops of curbs and paving.
2. Finished grade shall slope to drain, be free of depressions or other irregularities after thorough settlement and compaction of soil, and shall be uniform in slope between grading controls and the elevations indicated.
3. Soil shall be graded to within 1/2 inch below finished grade to allow for sod soil depth.
4. Final grade shall be within +/- 1/2 inch of grades indicated on or interpolated from the drawings.

C. Restore planting beds if eroded or otherwise disturbed after finish grading and before planting.

D. Apply Starter Fertilizer at 10 lbs / 1000 sf. Work into soil to 1inch depth.

3.4 TREE AND SHRUB EXCAVATION

A. Pits and Trenches: Excavate circular pits with sides sloped inward. Trim base leaving center area raised slightly to support root ball and assist in drainage. Do not further disturb base. Scarify sides of plant pit smeared or smoothed during excavation.

1. Excavate approximately three times as wide as ball diameter for balled and burlapped, container-grown, or fabric bag-grown stock.

B. Subsoil removed from excavations may not be used as backfill.

C. Obstructions: Notify Architect if unexpected rock or obstructions detrimental to trees or shrubs are encountered in excavations.

D. Drainage: Notify Architect if subsoil conditions evidence unexpected water seepage or retention in tree or shrub pits.

E. Fill excavations with water and allow to percolate away before positioning trees and shrubs.

3.5 TREE AND SHRUB PLANTING

A. Set balled and burlapped stock plumb and in center of pit or trench with top of root ball flush with adjacent finish grades.

1. Remove burlap and wire baskets from tops of root balls and partially from sides, but do not remove from under root balls. Remove pallets, if any, before setting. Do not use planting stock if root ball is cracked or broken before or during planting operation.
2. Place planting soil mix around root ball in layers, tamping to settle mix and eliminate voids and air pockets. When pit is approximately one-half backfilled, water thoroughly before placing remainder of backfill. Repeat watering until no more water is absorbed. Water again after placing and tamping final layer of planting soil mix.

B. Set container-grown stock plumb and in center of pit or trench with top of root ball flush with adjacent finish grades.

1. Carefully remove root ball from container without damaging root ball or plant.
2. Place planting soil mix around root ball in layers, tamping to settle mix and eliminate voids and air pockets. When pit is approximately one-half backfilled, water thoroughly before placing remainder of backfill. Repeat watering until no more water is absorbed. Water again after placing and tamping final layer of planting soil mix.

C. Organic Mulching: Apply 3-inch average thickness of organic mulch extending 12 inches beyond edge of planting pit or trench if isolated plants or throughout entire planting bed for groups of plants. Do not place mulch within 3 inches of trunks or stems.

3.6 TREES AND SHRUB PRUNING

A. Prune, thin, and shape trees and shrubs as directed by Owner’s Arborist.

3.9 GROUND COVER, PERENNIAL PLUG, AND PLANT PLANTING

A. Set out and space ground cover and plants as indicated.

B. Dig holes large enough to allow spreading of roots, and backfill with planting soil.

C. Work soil around roots to eliminate air pockets and leave a slight saucer indentation around plants to hold water.

D. Water thoroughly after planting, taking care not to cover plant crowns with wet soil.

E. Protect plants from hot sun and wind; remove protection if plants show evidence of recovery from transplanting shock.

F. Organic Mulching: Apply 3-inch average thickness of organic mulch extending 12 inches beyond edge of planting pit or trench if isolated plants or throughout entire planting bed for groups of plants. Do not place mulch within 3 inches of trunks or stems.

3.10 PLANTING BED MULCHING

A. Mulch backfilled surfaces of planting beds and other areas indicated.

1. Organic Mulch: Apply 3-inch average thickness for trees and shrubs and 2 inch average thickness for perennials, annuals, and groundcovers of organic mulch, and finish level with adjacent finish grades. Do not place mulch against plant stems.

2. Apply mulch to entire area of planting beds.

3.10 EDGING INSTALLATION

A. Edging: Spade cut “V-Cut” Landscape edge to 4” depth on all planting beds that are adjacent to seeded areas.

3.12 CLEANUP AND PROTECTION

A. During exterior planting, keep adjacent pavings and construction clean and work area in an orderly condition.

B. Protect exterior plants from damage due to landscape operations, operations by other contractors and trades, and others. Maintain protection during installation and maintenance periods. Treat, repair, or replace damaged exterior planting.

3.13 DISPOSAL

A. Disposal: Remove surplus soil and waste material, including excess subsoil, unsuitable soil, trash, and debris, and legally dispose of them off Owner's property.

END OF SECTION 329300

Village of
West Dundee

TO: Village President & Board of Trustees

FROM: Joseph A. Cavallaro, Village Manager

DATE: December 12, 2023

SUBJECT: Change Order #5 – Downtown Phase 3 Redevelopment Project

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INTRODUCTION:

It appears that these are the last two remaining change orders as it relates to the Downtown Phase 3 project.

Staff is seeking formal authorization to proceed with modifications to the contract under Change Order #5 as follows.

1. A credit is due for the change in wayfinding signage. Approval of AUP #18 is based on the change in the type and quantities of wayfinding signage, per the Village staff's recommendations.

   These were the previous signs that were converted into banners, which reduced the overall cost of wayfinding. This provides a credit in the amount of $3,425.

2. The glass canopy was part of the original concept plan and a sketch that was drafted by Director Scott was then incorporated into the CVG architectural plan set and proposal. The CVG called for a stock CRL bracket to be used with the glass canopy. A size was provided in the plans for the brackets, but the notes stated that the design was integral, and the contractor needed to provide shop drawings.

   For reference, two glass canopies are included, according to the plan sets. They are on the east and west elevations of the building over the doors.

   Copenhaver stated that the CLR brackets in the plans were not in stock but brackets similar to the CLR brackets could be fabricated. The Village authorized the change order AUP amount of $2,800 back in April for the Copenhaver sub to perform the structural design of the brackets to satisfy CVG requirements for the shop drawing submittal.

   When those calculations and design were performed, it was determined that the original bracket size would not hold the glass, and therefore the brackets needed to be bigger and thicker.

   It was our understanding that the AUP Copenhaver submitted was for the increase in the material for larger brackets. Copenhaver has provided two alternatives for the Village to consider.

   The first option is to complete the installation of the glass canopy and the other is to eliminate them from the project.

   The increased cost for the glass canopy brackets is an additional $7,700 and is listed on AUP #17.

The other option is a credit to eliminate the glass canopy and brackets from the scope in the amount of $11,000.

Staff has prepared two change order authorizations and is asking the Board to approve one of them.

One includes the additional $7,700 for the upgrade in the canopy brackets and the other is the elimination and a subsequent credit for the elimination of the two glass canopies in the amount of $11,000.

Change Order #5 represents either an increase of $4,275 or a reduction of ($14,425) in the awarded contract amount resulting in a total project cost of $1,888,858.02 or $1,870,158.02.

RECOMMENDATION:

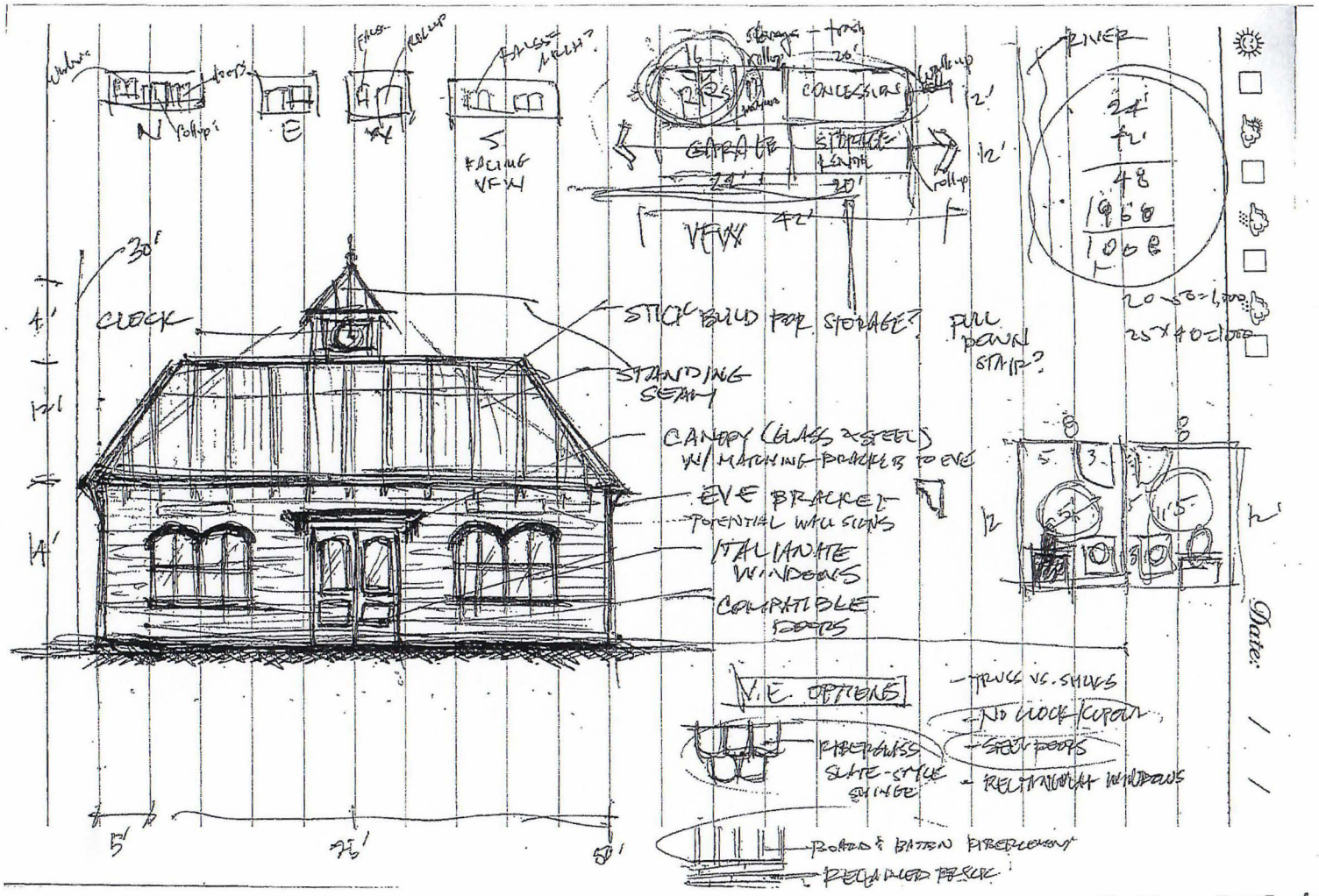
Therefore, it is respectfully requested and recommended that the motion to approve Change Order #5 to the Downtown Redevelopment Phase 3 contract, representing either:

A) An increase in the total project costs of $4,275, or
B) A decrease in the total project costs of ($14,425) is approved.

CC: Mike Rechtorik, V3
Mike Wallin, V3
Eric Babcock, Director of Public Works
Timothy Scott, Director of Economic Development
David Danielson, Finance Director

"INSPIRED BY"

PUMP HOUSE - ENLARGED FOR BATHROOMS, CONCESSIONS, STORAGE



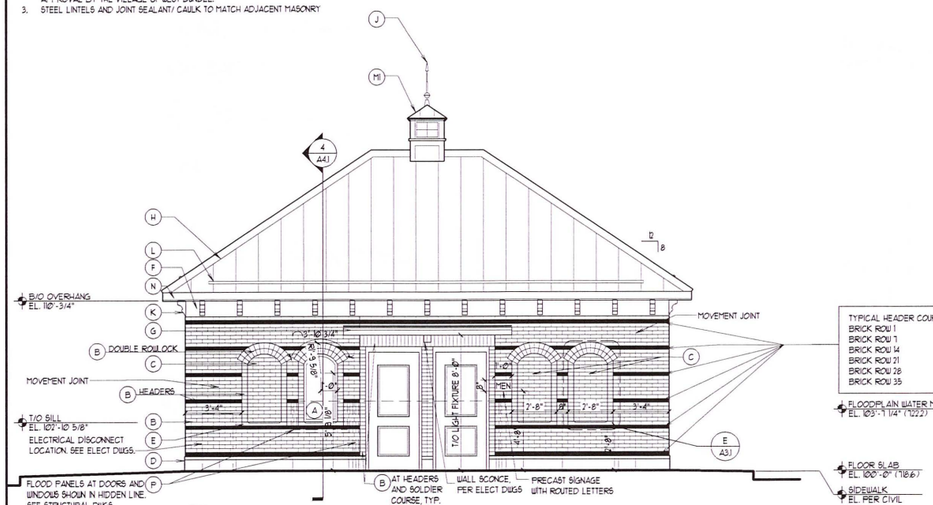
T. J. SCOTT, AICP, CNU-A

EXTERIOR MATERIAL LEGEND

SYMBOL	(A)	(B)	(C)	(C1)	(D)	(E)	(F)	(G)	(H)	(J)	(K)	(L)	(M)	(M1)	(N)	(P)	(Q)
MATERIAL	ALUMINUM FRAMED STOREFRONT INSULATED GLAZING SYSTEM	FACE BRICK - MODULAR	FACE BRICK- MODULAR	FACE BRICK- MODULAR	PRECAST STONE BASE	PRECAST SILL	JAMES HARDIE BOARD	GLASS CANOPY	STANDING SEAM ROOF	FINIAL	BRACKET	SNOW GUARD	CUPOLA	CUPOLA	METAL TRIM	FLOOD PANELS	HALQUIST STONE'S
MANUFACTURE	KAWNEER "ENCORE"	MIXED OF HAEGER - DUNDEE BRICK IN CREAM COLOR AND CREAM CITY BRICK	HAEGER DUNDEE BRICK	MERIDIAN BRICK - MODULAR MICHIGAN	ARCHITECTURAL CAST STONE	ARCHITECTURAL CAST STONE	HARDI TRIM	CR LAURENCE	PAC CLAD SNAP CLAD	WEATHERVANE FACTORY COPPER FINIAL: FI01	CUSTOM	6-5 SNOW RAIL	BASIS OF DESIGN OR EQUAL WEATHERVANE FACTORY CUPOLA MODEL: FARMINGTON 24"x24"	BASIS OF DESIGN OR EQUAL WEATHERVANE FACTORY CUPOLA MODEL: FARMINGTON 30"x30"	PAC -CLAD	NATIONAL FLOOR PROTECTION	CHILTON LEDGE
COLOR	GLASS: SOLARBAN 60 ON CLEAR 6MM (2) AIR ½" ARMORCOTECH3 CLEAR 6MMPVB 6MM CLEAR	MIX BRICK. OBTAIN HAEGER BRICK FROM WEST DUNDEE PUBLIC WORK. CREAM CITY BRICK JE56E JUEDES JE56E@BESTENTERPRISES,LLC.COM STONE CREEK HAVEN, LLC 3230 ELER ROAD DE PERE, WI 54115 (O) 920-983-9800 (C) 920-371-1403	SALMON COLOR	ROMAN RED.	COLOR: MIX 2522	COLOR: MIX 2522	COLOR: TO BE SELECTED BY THE VILLAGE OF WEST DUNDEE		COLOR: GRAPHITE	COPPER	COLOR: TO BE SELECTED BY THE VILLAGE OF WEST DUNDEE	COLOR: MATCH STANDING SEAM ROOF	CUPOLA COLOR: TO BE SELECTED BY THE VILLAGE OF WEST DUNDEE CUPOLA ROOF COLOR: GRAPHITE (PAC CLAD)	CUPOLA COLOR: TO BE SELECTED BY THE VILLAGE OF WEST DUNDEE CUPOLA ROOF COLOR: GRAPHITE (PAC CLAD)	COLOR: GRAPHITE	COLOR: WALL PLATES TO BE PAINTED FAUX BRICK PATTERN/GROUT/STONE TO MATCH ADJACENT AREAS. TNEMEC PAINT SERIES N69 HIGH BUILD EXPOXOLINE II TWO COATS, POLYURETHANE TOP COAT TNEMEC SERIES 73 ENDURA-SHIELD, ANGULAR PROFILE OF 1.5 MILS REQUIRED PRIOR TO APPLICATION OF COATINGS	
CONTACT/ REMARKS	CENTER GLAZED		OBTAIN FROM WEST DUNDEE PUBLIC WORK.	ILLINOIS BRICK CO. RON BIGA 312-502-5151	INTEGRAL COLOR GROUT TO MATCH PRECAST COLOR.	INTEGRAL COLOR GROUT TO MATCH PRECAST COLOR.	AT FRIEZE BOARD: LOCATE VERTICAL JOINTS BEHIND BRACKETS	REFER TO FLOOR PLAN FOR CANOPY INFORMATION		WEATHER VANE FACTORY SHANNON WARDWELL 138 MAIN ROAD EDDINGTON, ME 04428 207-843-0440 WWW.WEATHERVANEFACTORY.COM	CUSTOM CEDAR		WEATHER VANE FACTORY SHANNON WARDWELL 138 MAIN ROAD EDDINGTON, ME 04428 207-843-0440 WWW.WEATHERVANEFACTORY.COM	WEATHER VANE FACTORY SHANNON WARDWELL 138 MAIN ROAD EDDINGTON, ME 04428 207-843-0440 WWW.WEATHERVANEFACTORY.COM		NATIONAL FLOOD PROTECTION NATIONAL FLOOD BARRIER DAVE DANSEREAU 860-934-5419 WWW.NATIONALFLOODPROTECTION.US DAVE@NATIONALFLOOD.US	ILLINOIS BRICK CO. RON BIGA 312-502-5151

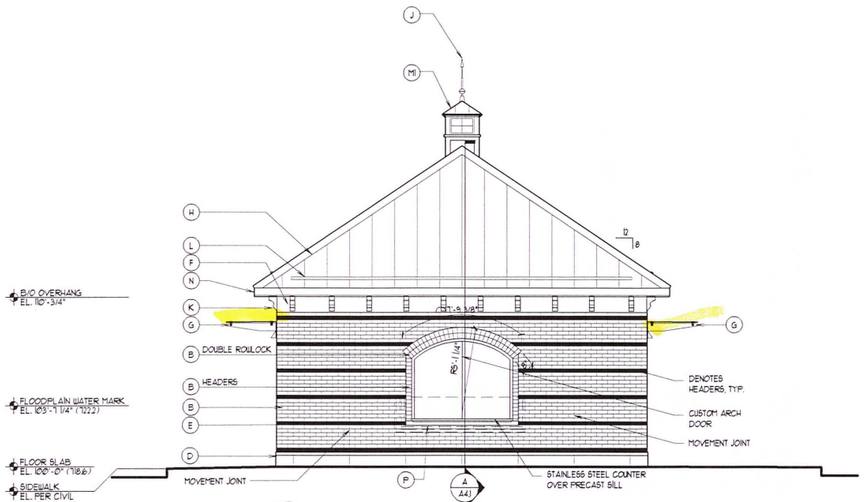
GENERAL NOTES

1. GRAFFITI RESISTANT COATINGS TO BE APPLIED OVER BUILDING. FOLLOW MANUFACTURER'S INSTRUCTION AND PREPARATION PRIOR TO APPLICATION OF PRODUCT.
2. VANDL-GUARD AND VANDL TOP BY RAINGUARD PRODUCTS COMPANY. FINAL SELECTION AND APPROVAL BY THE VILLAGE OF WEST DUNDEE.
3. STEEL LINTELS AND JOINT SEALANT/ CAULK TO MATCH ADJACENT MASONRY



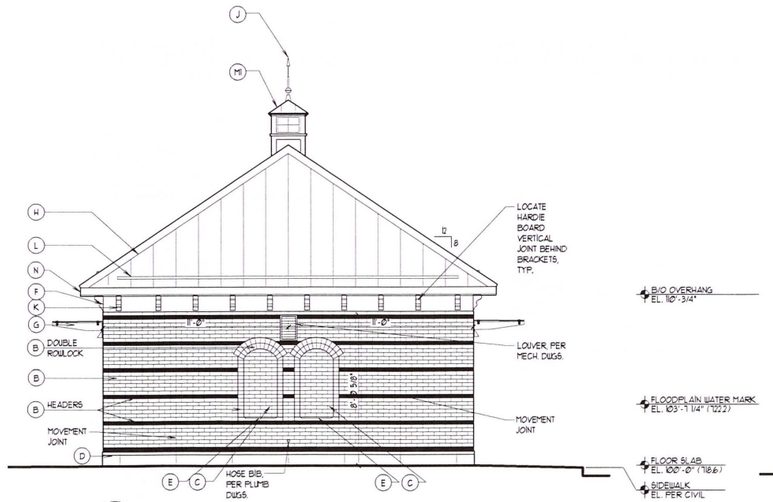
A WEST ELEVATION

SCALE: 1/4" = 1'-0"



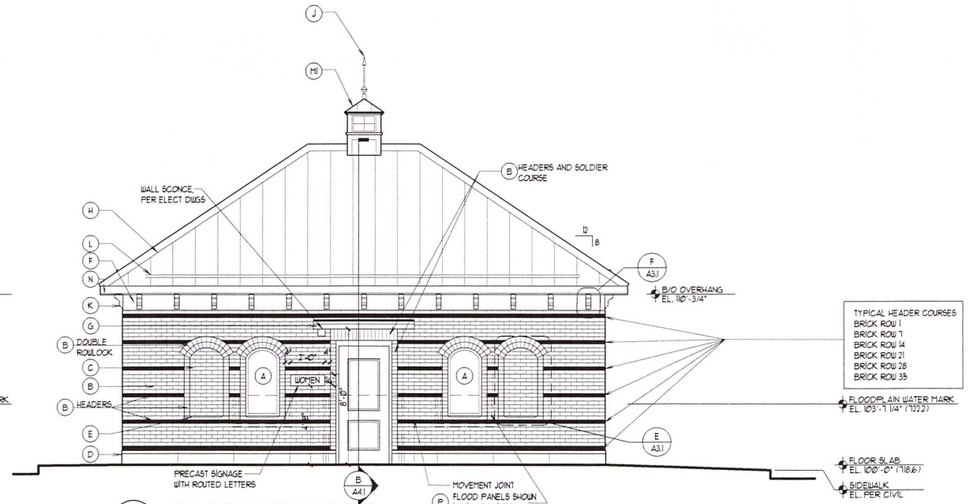
B NORTH ELEVATION

SCALE: 1/4" = 1'-0"



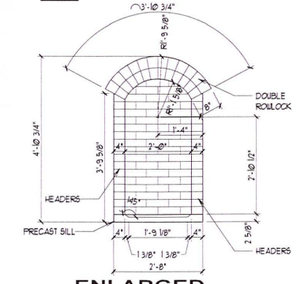
C SOUTH ELEVATION

SCALE: 1/4" = 1'-0"



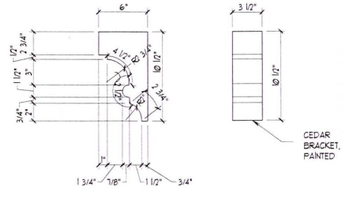
D EAST ELEVATION

SCALE: 1/4" = 1'-0"



E ENLARGED DETAIL ELEVATION

SCALE: 1/2" = 1'-0"



F ENLARGED DETAIL BRACKET ELEVATION

SCALE: 1 1/2" = 1'-0"

charles vincent george
ARCHITECTS
1245 E. Diehl Rd. Suite 101
Naperville, Illinois 60563
P | 630.357.2023 F | 630.357.2662
cvgarchitects.com

STAMP:

PRELIMINARY NOT FOR CONSTRUCTION

DATE: _____

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ISSUE AND/OR REVISIONS:

NO.	DATE	DESCRIPTION
	02/18/2022	OWNER'S REVIEW

PROJECT:

WEST DUNDEE

DOWNTOWN IMPROVEMENTS

WEST DUNDEE, IL

TITLE:
EXTERIOR ELEVATIONS

DATE:	PROJECT #:
02/18/2022	2021-110
PRINCIPAL: BFG	SHEET: A3.1
PROJECT MGR: MN	DRAWN BY: JC

DRAWING FILE PATH:
W:/2021/DRAWINGS/
A3.1 EXTERIOR ELEVATIONS

Village of
West Dundee

CHANGE ORDER

No. 5-A **PO#** N/A

PROJECT: Downtown Redevelopment, Stage 3

DATE OF ISSUANCE	OWNER	CONTRACTOR	CONSULTANT
December 18, 2023	Village of West Dundee 102 South Second Street West Dundee, IL 60118	Copenhaver Construction 75 Koppie Dr. Gilberts, IL 60136	V3 Companies 7325 Janes Ave. Woodridge, IL 60517

PURPOSE OF CHANGE ORDER	Change in project scope, labor & material credits and change in project price.

CHANGE ORDER DESCRIPTION	• Credit for wayfinding signs (-$3,425). • Credit for glass canopy and brackets (-$11,000).

CHANGE IN CONTRACT PRICE
ORIGINAL CONTRACT PRICE
$1,807,887
PREVIOUS CHANGE ORDERS
+$76,696.02
CONTRACT PRICE PRIOR TO THIS CHANGE ORDER
$1,884,583.02
NET INCREASE / DECREASE OF THIS CHANGE ORDER
-$14,425
CONTRACT PRICE WITH ALL CHANGE ORDERS
$1,870,158.02

CHANGE IN CONTRACT TIME	
ORIGINAL CONTRACT TIME	
(Days or Date)	N/A
NET CHANGE FROM PREVIOUS CHANGE ORDERS	
(Days)	N/A
CONTRACT TIME PRIOR TO THIS CHANGE ORDER	
(Days or Date)	N/A
NET INCREASE / DECREASE OF THIS CHANGE ORDER	
(Days)	N/A
CONTRACT TIME WITH ALL CHANGE ORDERS	
(Days or Date)	N/A

RECOMMENDED		APPROVED		APPROVED	
BY:	Eric Babcock Director of Public Works	**BY:**	Joseph A. Cavallaro Village Manager	**BY:**	Copenhaver Construction Contractor

Village of
West Dundee

CHANGE ORDER

No. 5-B **PO#** N/A

PROJECT: Downtown Redevelopment, Stage 3

	OWNER	CONTRACTOR	CONSULTANT
DATE OF ISSUANCE December 18, 2023	Village of West Dundee 102 South Second Street West Dundee, IL 60118	Copenhaver Construction 75 Koppie Dr. Gilberts, IL 60136	V3 Companies 7325 Janes Ave. Woodridge, IL 60517

PURPOSE OF CHANGE ORDER	Change in project scope, labor & material credit and change in project price to fund additional scope.

CHANGE ORDER DESCRIPTION	• Credit for wayfinding signs (-$3,425). • Additional cost for glass canopy and brackets ($7,700).

CHANGE IN CONTRACT PRICE
ORIGINAL CONTRACT PRICE $1,807,887
PREVIOUS CHANGE ORDERS +$76,696.02
CONTRACT PRICE PRIOR TO THIS CHANGE ORDER $1,884,583.02
NET INCREASE / DECREASE OF THIS CHANGE ORDER $4,275
CONTRACT PRICE WITH ALL CHANGE ORDERS $1,888,858.02

CHANGE IN CONTRACT TIME	
ORIGINAL CONTRACT TIME	
(Days or Date)	N/A
NET CHANGE FROM PREVIOUS CHANGE ORDERS	
(Days)	N/A
CONTRACT TIME PRIOR TO THIS CHANGE ORDER	
(Days or Date)	N/A
NET INCREASE / DECREASE OF THIS CHANGE ORDER	
(Days)	N/A
CONTRACT TIME WITH ALL CHANGE ORDERS	
(Days or Date)	N/A

RECOMMENDED		APPROVED		APPROVED	
BY:	Eric Babcock Director of Public Works	**BY:**	Joseph A. Cavallaro Village Manager	**BY:**	Copenhaver Construction Contractor

COPENHAVER CONSTRUCTION
75 Koppie Dr.
Gilberts, IL. 60136
Phone: 847.428.6696 Fax: 847.428.6798

AUP# 18

12/4/2023

TO: Mike Wallin/Mike Rechtorik
102 S. 2nd St.
West Dundee, IL 60118

JOB: West Dundee Downtown Restoration S3

Description	Qty	Unit	Price	TOTAL
Total Contract Credit	1	LS	($3,425.00)	($3,425.00)
Due to the change on the Wayfinding Signage type and quantities as per West Dundee Copenhaver Construction will issue a credit of - $3425.00				
			TOTAL	**($3,425.00)**

Matt Chada
Contractor Signature

Owner/RE Signature

COPENHAVER CONSTRUCTION

75 Koppie Dr.
Gilberts, IL. 60136
Phone: 847.428.6696 Fax: 847.428.6798

AUP# 17

10/10/2023

TO: Mike Wallin/Mike Rechtorik
102 S. 2nd St.
West Dundee, IL 60118

JOB: West Dundee Downtown Restoration S3

Description	Qty	Unit	Price	TOTAL
Cost for custom glass canopy brackets	1	LS	$7,700.00	$7,700.00
Due to the approved engineering stamp and seal report and approved submittal it will be necessary to fabricate custom brackets instead of purchasing CRL manufactured brackets as per original contract plan.				
			TOTAL	**$7,700.00**

Kimmy Josko
Contractor Signature

Owner/RE Signature

COPENHAVER CONSTRUCTION
75 Koppie Dr.
Gilberts, IL. 60136
Phone: 847.428.6696 Fax: 847.428.6798

AUP# 12-A

12/12/2023

TO: Joe Cavallero
102 S. 2nd St.
West Dundee, IL 60118

JOB: West Dundee Downtown Restoration S3

Description	Qty	Unit	Price	TOTAL
Copenhaver Construction Inc. is proposing 2 options in regards to the installation of the Glass Canopy Scope. In the event the Glass Canopy Scope be eliminated from the Village of West Dundee Downtown Restoration S3 project, Copenhaver Construction Inc. Will issue a contract credit to the Village of West Dundee.				
Option#1 -Credit to Eliminate Glass Canopy Scope to also include a credit for the approved stamp and seal AUP #8.	1	LS	($11,000.00)	($11,000.00)
Option#2- Copenhaver Construction Inc. installs Glass canopy per scope with the approval of AUP #17 for the custom bracket fabrication and the approved AUP #8 for the stamp and seal for the custom brackets.	1	LS	$10,500.00	$10,500.00
			TOTAL	**TBD**

Matt Chada
Contractor Signature

Owner/RE Signature

Village of
West Dundee

TO: Village President & Board of Trustees

FROM: Joseph A. Cavallaro, Village Manager
David Danielson, Finance Director

DATE: December 18, 2023

SUBJECT: Authorization to enter into a Professional Services Agreement for the Recommended Underwriter for a Potential $20 Million Bond Issue

---

INTRODUCTION:

Pursuant to the Village Board's authorization at the November 20th Board meeting, a professional services agreement was entered into with Speer Financial to act as an independent municipal advisor regarding the bond issue. Their principal responsibility is to act as a conduit and an intermediary to seek and evaluate the proposals from various firms to serve as the underwriter for the upcoming bond issue. As such, Speer Financial solicited requests for proposals for underwriters and has reviewed the proposals as submitted.

BACKGROUND:

The Village received five separate proposals from underwriters regarding the Village's upcoming bond issue. Speer Financial has put together a summary of the proposals and scoring, along with their recommendation. Attached is a copy of that memo, along with their recommendation.

The firms that have submitted proposals are Stifel Public Finance, Bernardi Securities, Northland Public Finance, Robert W. Baird, and Mesirow.

Attached please find the tabulations of Speer's summary for the proposals received for the underwriting services on their scoring sheet. The scoring is based on the following weighted for each category as defined within the RFP:

- 30% Recent applicable underwriting experience and pricing performance
- 10% Experience with short, extraordinary call provisions and analysis on pricing bonds with such a provision
- 25% Plan for marketing of the Village's bonds
- 25% Firm resources available to the Village (general professional experiences and references)
- 10% Proposed fee (points awarded based on deviation from average fee within 10% of the average receives a score of 6)

As such, based on the tabulation, Speer Financial recommends Robert W. Baird as the underwriter for the Village of West Dundee's bond issue. They have been a top underwriter for issues under $50 million in the State of Illinois since 2018 and they have extensive experience with short call provisions, including 30 recent issues.

They have also provided a detailed marketing timeline with information on target investors and specific buyers of AA category municipalities. Lastly, they have a very experienced banking and underwriting team and total costs on the proposed $20 million issuance would be just under $80,000.

Prior to Attorney Orr's suggestion and recommendation for the Village to consider Speer Financial, the Village was working with Robert W. Baird, based on some of the preliminary bond service schedules that were prepared, so the Village staff has a very good understanding of Robert W. Baird, and has a previous working relationship, as does Robert W. Baird's staff with the Village of West Dundee.

RECOMMENDATION:

Based on Speer Financials' recommendation and the underwriter tabulations, it is respectfully requested and recommended that the Village enter into a professional services agreement for an underwriter on a potential $20 Million bond issue with Robert W. Baird.

MOTION: Move to approve a professional services agreement for an underwriter on a potential $20 Million bond issue with Robert W. Baird.

If you have any questions, please feel free to contact me.

CC: Speer Financial
Robert W. Baird
Michael Castaldo, Village Attorney

Speer Financial, Inc.
INDEPENDENT MUNICIPAL ADVISORS ● ESTABLISHED 1954
SUITE 2630 ● 230 WEST MONROE STREET ● CHICAGO, ILLINOIS 60606 ● (312) 346-3700 ● FAX (312) 346-8833

MEMO

To: Village of West Dundee Board of Trustees
Mr. Joseph Cavallaro, Village Manager
Mr. David Danielson, Finance director

From: Anthony Miceli, Speer Financial, Inc.

Date: December 18, 2023

Re: General Obligation Bonds, Series 2024 – Engagement of Underwriting Firm

---

An underwriting firm will be utilized to market and sell the Village's General Obligation Bonds, Series 2024 (the "Bonds") to investors via a public offering. In order to engage an underwriting firm, on November 21, 2023, Speer Financial distributed a request for proposals (RFP) to five qualified underwriters that are known to do business throughout the state of Illinois on similar transactions. A listing of the recipients is as follows:

1) Bernardi Securities, Inc.
2) Mesirow Financial
3) Northland Securities
4) Robert W. Baird and Co.
5) Stifel, Nicolas and Company

On November 29, 2023, the District and Speer received a response from each underwriter. The proposals were reviewed independently by Speer Financial based on the following criteria.

1) Recent applicable underwriting experience and performance on similar transaction.
2) Experience with short optional call provisions and analysis of the Village's options for issuance of Bonds with a short or extraordinary call provision.
3) Presented plan to market the District's Bonds to investors.
4) General firm resources, sales force capabilities, personnel experience and references.
5) Proposed Fee.

After review of the proposals submitted, we are recommending that Robert W. Baird and Company ("Baird") be selected as underwriter on the Bonds. Baird's proposal demonstrated solid results on recent bond issues with similar characteristics to the Village's Bonds, a very in-depth understanding and analysis of the Village's options for a short call provision and experience with short call provisions on similar issues, a well-developed plan for marketing the Bonds, significant resources available and an experienced team of individuals assigned to the financing. Baird's proposed total underwriting fee for the Bonds is 0.399% of the public offering price of the Bonds. Based on $20,000,000 issuance, this equates to a total underwriting fee of $79,600.00. Based on Speer Financial's experience with issues of similar size and scope, this proposed fee is reasonable, and low compared to similar issues in the general market. Speer's scoring of each proposal is attached.

Afm
12/14/2023

Village of West Dundee, Illinois
General Obligation Bonds, Series 2024

Summary of Underwriter RFQ Responses
Proposals Received December 11, 2023

Firm	Recent applicable underwriting experience (5 Points Per reviewer - 30% Weight)	Short/Extraordinary Call Experience and Analysis (5 Points Per reviewer - 10% Weight)	Marketing plan (5 Points per reviewer - 25% Weight)	Firm resources, personnel experience and references (5 Points per reviewer - 25% Weight)	Proposed Fee (Scored based on deviation from the average, 10% Weight)	Composite Score
Stifel						
Reviewer 1	4.5	4	4.5	4.5	3	4.30
Reviewer 2	5	4.5	4.5	5	3	4.63
Total Points	9.5	8.5	9	9.5	6	8.93
Robert W. Baird						
Reviewer 1	4	5	5	5	3	4.50
Reviewer 2	4.5	5	5	5	3	4.65
Total Points	8.5	10	10	10	6	9.15
Mesirow						
Reviewer 1	4	3.5	4.5	5	3	4.23
Reviewer 2	4.5	4	5	4.5	3	4.43
Total Points	8.5	7.5	9.5	9.5	6	8.65
Bernardi Securities						
Reviewer 1	4.5	4	3.5	4.5	3	4.05
Reviewer 2	4.5	4	4.5	4.5	3	4.30
Total Points	9	8	8	9	6	8.35
Northland Securities						
Reviewer 1	3.5	1	3	4	3	3.20
Reviewer 2	4	1	3.5	4	3	3.48
Total Points	7.5	2	6.5	8	6	6.68

High Score	**9.15**
Average Score	**8.35**