

Village of Oak Park
Department of Public Works
Building Maintenance Division

MEMORANDUM

January 16, 2024

TO: Rob Sproule, Public Works Director 

FROM: Vic Sabaliauskas, Building Maintenance Superintendent

RE: Emergency Work Authorization Request - South Fire Station Roof Replacement Project

At the October 16, 2023 Village Board meeting, the Board approved an Independent Contractor Agreement with J.L. Adler Roofing & Sheet Metal, Inc. to replace the roof at the south fire station. Work began in mid-November and during removal of the existing roof, deteriorated rotten wood was discovered along the north east section of the lower roof. The initial project completion date was December 31, 2023, however, the unexpected conditions discovered caused a delay in the completion of the project along the perimeter of that section.

Staff directed the contractor to provide a proposal cost to replace the deteriorated wood. The architect performing the construction administration on the project (Kluber, Inc.) has submitted a Construction Change Directive (CCD) describing the additional scope of work and outlining the proposed added cost. Included with this Memo is CCD #001 dated January 9, 2024. The total proposal cost to replace the deteriorated wood is a not to exceed amount of \$45,950, and the proposed revised project completion date is March 31, 2024. Replacement of the wood is necessary in order to securely fasten the new gutters that would be installed as part of the original scope of work.

In order to keep the project moving forward, staff is requesting Emergency Work Authorization from the Village Manager's Office to proceed with CCD #001 for a total cost not to exceed \$45,950.00, and to accept the revised project completion date. An Agenda Item to amend the Independent Contractor Agreement with J.L. Adler Roofing & Sheet Metal, Inc. is being prepared and will be submitted for the January 30, 2024 Village Board meeting. If approved, the amended total contract amount with JL Adler Roofing would not exceed \$226,920.00. Unspent funds from CCD #001 and the contract allowance would be credited back to the Village once the project is completed.

\$50,000.00 is included in the Fiscal Year 2024 CIP Building Improvement Fund Budget in account no. 3012-43790-101-540673 for the Main Fire Station Men's Showers Renovations Project. This project would be deferred to 2025 and the available funds would be used to cover the additional cost of CCD #001.

Below are some photos of the existing conditions at the south fire station.

Please let me know if you have any questions.

Thank you.





AIA® Document G714® – 2017

Construction Change Directive

PROJECT: <i>(name and address)</i> 1483 - Village of Oak Park - Fire Station #3 Roof Replacement	CONTRACT INFORMATION: Contract For: Re-Roofing Date: Unknown	CCD INFORMATION: Directive Number: 001 Date: January 9, 2009
OWNER: <i>(name and address)</i> Village of Oak Park 123 Madison Street Oak Park, Illinois 60302	ARCHITECT: <i>(name and address)</i> Kluber, Inc. 41 W. Benton Street Aurora, Illinois 60506	CONTRACTOR: <i>(name and address)</i> J. L. Adler Roofing and Sheet Metal Inc. 779 Joyce Road Joliet, Illinois 60436

The Contractor is hereby directed to make the following change(s) in this Contract:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits.)

At perimeter of lower roof areas, remove rotted roof, fascia and soffit framing material and re-frame as described in attached ASI #001. Identify extent of rot and remove and replace only rotted material. Cost indicated in attached Contractor proposal is a not-to-exceed cost that will be adjusted downward, if necessary, after full extent of rotted areas have been identified.

PROPOSED ADJUSTMENTS

- The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:
 - Lump Sum of \$
 - Unit Price of \$ per
 - Cost, as defined below, plus the following fee:
(Insert a definition of, or method for determining, cost)
 - As follows: Lump sum increase not to exceed \$45,950.00.

- The Contract Time is proposed to increase. The proposed adjustment, if any, is extend to February 8, 2024.

NOTE: The Owner, Architect and Contractor should execute a Change Order to supersede this Construction Change Directive to the extent they agree upon adjustments to the Contract Sum, Contract Time, or Guaranteed Maximum price for the change(s) described herein.

When signed by the Owner and Architect and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this CCD.

Kluber, Inc.

Village of Oak Park

J. L. Adler Roofing and Sheet Metal Inc.

ARCHITECT *(Firm name)*

OWNER *(Firm name)*

CONTRACTOR *(Firm name)*

SIGNATURE

SIGNATURE

SIGNATURE

Clayton Haldeman,
Project Manager

PRINTED NAME AND TITLE

Matthew Adler,
Vice President

PRINTED NAME AND TITLE

January 9, 2024

DATE

DATE

 **AIA**[®] Document G710™ – 2017

Architect's Supplemental Instructions

PROJECT: <i>(name and address)</i> 1483 - Village of Oak Park - Fire Station #3 Roof Replacement	CONTRACT INFORMATION: Contract For: General Construction Date: Unknown	ASI INFORMATION: ASI Number: 001 Date: December 12, 2023
OWNER: <i>(name and address)</i> Village of Oak Park 123 Madison Street Oak Park, Illinois 60302	ARCHITECT: <i>(name and address)</i> Kluber, Inc. 41 W. Benton Street Aurora, Illinois 60506	CONTRACTOR: <i>(name and address)</i> J. L. Adler Roofing and Sheet Metal Inc. 779 Joyce Road Joliet, Illinois 60436

The Contractor shall carry out the Work in accordance with the following supplemental instructions without change in Contract Sum or Contract Time. Proceeding with the Work in accordance with these instructions indicates your acknowledgment that there will be no change in the Contract Sum or Contract Time.

(Insert a detailed description of the Architect's supplemental instructions and, if applicable, attach or reference specific exhibits.)

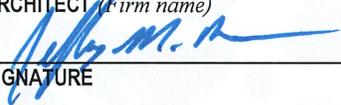
Refer to the attached sheet for the required repairs for the discovered rotted wood elements. Contractor to provide costs to Owner and Architect to implement these repairs for review. Refer to revision cloud 1.

Attachment: Sheet A1200

ISSUED BY THE ARCHITECT:

.Kluber, Inc.

ARCHITECT *(Firm name)*

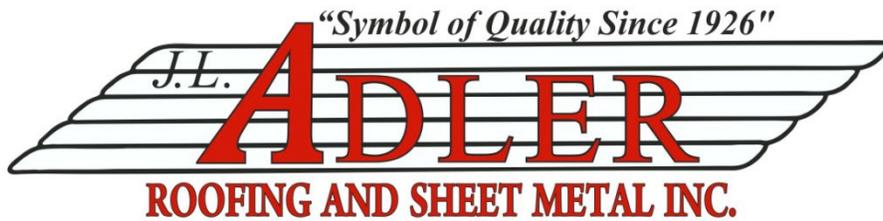

SIGNATURE

Jeff Bruns, Project Manager

PRINTED NAME AND TITLE

December 12, 2023

DATE



779 Joyce Road
Joliet, Illinois 60436

Phone 815/773-1200
Fax 815/773-1207

11/21/23
Village of Oak Park
Fire Station 3
515 Garfield St.
Oak Park, IL

Below is the breakdown of the correct contract numbers and additional carpentry work:

The scope of work for removing rotten fascia and soffit wood and installing a new system has been designed by Kluber Architects. The proposals have been reviewed to ensure they comply with and encompass the entire design scope. The change order below is for the full footage of both flat roofs on each side of the fire house. Because of that, the change order is a to not exceed, if we find areas that are not rotten, we will deduct that footage from the cost.

1. Lump Sum Base Bid: 159,470.00
2. Alternate 1 ADD: \$ 21,500.00

Change Order 1: \$45,950.00

New Contract Total: 226,920.00

** Pending extreme weather substantial completion will be 30 days from today.*

Matthew Adler

Vice President
Adler Roofing
815-773-1200 Office
815-773-1207 Fax
Matt.adler@adlerroofing.com



Sproule, Robert

From: Jackson, Kevin
Sent: Tuesday, January 16, 2024 12:18 PM
To: Sproule, Robert
Cc: Sabaliauskas, Vic; Stephanides, Paul
Subject: RE: Emergency Spending Authority Request - South station Roof Project - RESPONSE REQUESTED

Hey Rob,

I support the emergency authorization for the change order. I wonder if there would be opportunities with any future project savings realized in the FY 24 CIP to offset the diverted funds for the shower project.

From: Sproule, Robert <rsproule@oak-park.us>
Sent: Tuesday, January 16, 2024 9:58 AM
To: Jackson, Kevin <KJackson@oak-park.us>
Cc: Sabaliauskas, Vic <vsabaliauskas@oak-park.us>; Stephanides, Paul <PStephanides@oak-park.us>
Subject: Emergency Spending Authority Request - South station Roof Project - RESPONSE REQUESTED

Kevin,

Significant wood rot was discovered last month during the renovation of the roof at the south Fire Station. This rot could not be identified until demolition occurred and therefore was not part of the original scope of the project. Staff, along with the Construction Engineer, have reviewed the required work and gotten multiple quotes for the materials. Staff will be bringing a Board item to the January 30th meeting to amend the agreement with our Roofing Contractor to extend the completion date and increase the not to exceed amount. Staff propose to reallocate funds from a 2024 shower renovation project at the central Fire Station to cover the increased project cost. Staff are requesting emergency spending authority to continue the work on the project in advance of the January 30th meeting. Attached is a memo further outlining the details of this situation. In order to move forward, an affirmative response via email or the memo is required from the VMO. Please review and let me know if you have any questions regarding the project or request. Thank you.

Rob Sproule
Public Works Director
Village of Oak Park, Illinois
708-358-5700
www.oak-park.us
[Public Works WORKS!](#)



Office of the Secretary of State

ilsos.gov

Business Entity Search

Entity Information

Entity Name	J. L. ADLER ROOFING & SHEET METAL, INC.		
File Number	35115242	Status	ACTIVE
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	03-29-1955	State	ILLINOIS
Duration Date	PERPETUAL		
Annual Report Filing Date	00-00-0000	Annual Report Year	2024
Agent Information	JOSEPH L ADLER 779 JOYCE ROAD JOLIET ,IL 60436	Agent Change Date	04-10-1996

Services and More Information

Choose a tab below to view services available to this business and more information about this business.

[Purchase Master Entity Certificate of Good Standing](#)

[File Annual Report](#)

[Change of Registered Agent and/or Registered Office](#)

[Articles of Amendment Effecting A Name Change](#)

[Adopting Assumed Name](#)



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Kluber, Inc.

Village of Oak Park

J. L. Adler Roofing and Sheet Metal Inc.

ARCHITECT *(Firm name)*

OWNER *(Firm name)*

CONTRACTOR *(Firm name)*

SIGNATURE

SIGNATURE

SIGNATURE

Clayton Haldeman,
Project Manager

PRINTED NAME AND TITLE

Matthew Adler,
Vice President

PRINTED NAME AND TITLE

January 9, 2024

DATE

DATE

 **AIA**[®] Document G710™ – 2017

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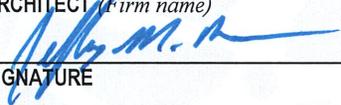
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Attachment: Sheet A1200

ISSUED BY THE ARCHITECT:

.Kluber, Inc.

ARCHITECT *(Firm name)*


SIGNATURE

Jeff Bruns, Project Manager

PRINTED NAME AND TITLE

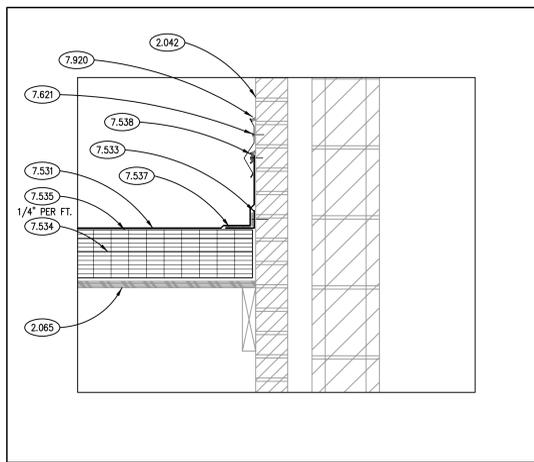
December 12, 2023

DATE

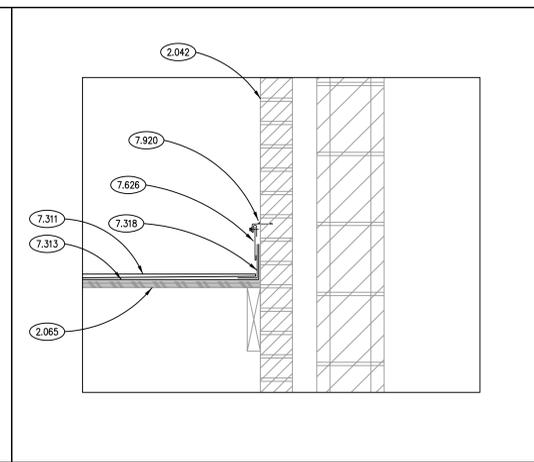
KEYNOTES

KEYNOTES ARE NOT ALWAYS REPEATED ACROSS ALL DRAWINGS ON THIS SHEET. AN UN-KEYNOTED ITEM ON THIS SHEET IS THE SAME AS A KEYNOTED ITEM ON THIS SHEET HAVING THE SAME GRAPHIC APPEARANCE.

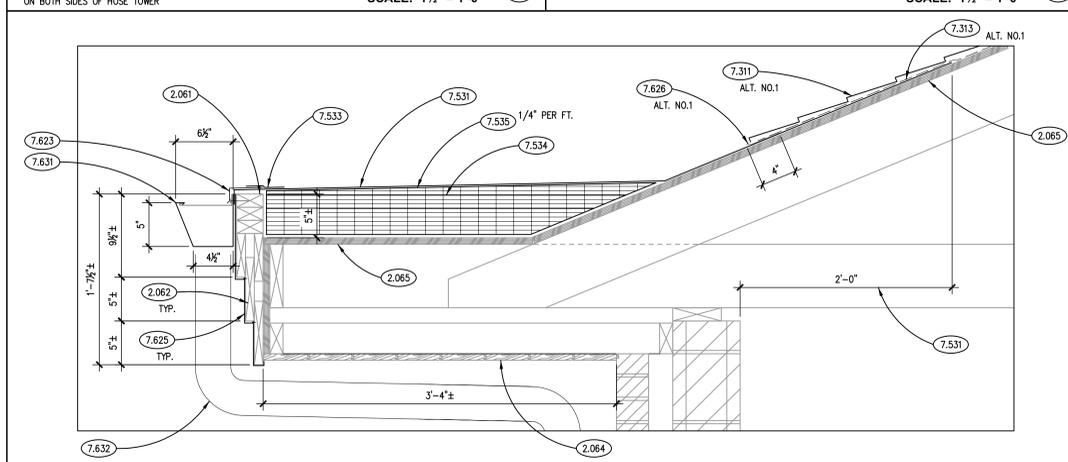
- 2.042 EXISTING BRICK MASONRY.
 - 2.043 EXISTING STONE SILL.
 - 2.061 EXISTING WOOD BLOCKING.
 - 2.062 EXISTING WOOD FASCIA BOARD(S).
 - 2.063 EXISTING WOOD OUTRIGGER FRAMING MEMBERS @ 16" O.C., SAW-CUT OFF ROTTED/DETERIORATED ENDS AS REQUIRED; 5" MINIMUM FOR ALL LOCATIONS, V.I.F. TOTAL EXTENT.
 - 2.064 EXISTING WOOD TONGUE & GROOVE SOFFIT BOARD(S).
 - 2.065 EXISTING PLYWOOD DECKING.
 - 2.080 EXISTING WINDOW TO REMAIN.
- 6.002 ROUGH CARPENTRY: WOOD BLOCKING, DIMENSIONAL LUMBER, SIZE AS REQUIRED; REFER TO SCHEDULE FOR TREATMENT.
- 6.003 WOOD FRAMING; PROVIDE 2x4 OUTRIGGER FRAMING @ 16" O.C., LAP NEW MEMBER WITH EXISTING AND FASTEN TOGETHER WITH (4)-16D NAILS AS DEPICTED.
 - 6.004 WOOD FRAMING; PROVIDE 2x4 VERTICAL @ 16" O.C., LAP VERTICAL WITH NEW OUTRIGGER MEMBERS AND FASTEN WITH (2)-16d NAILS T&B.
 - 6.005 WOOD FRAMING; PROVIDE APA RATED ROOF SHEATHING; THICKNESS TO BE 3/4" NOMINAL FOR HORIZONTAL SURFACES AND 1/2" FOR VERTICAL SURFACES; PROVIDE 8d FASTENERS @ 6" O.C. ALONG ALL BOUNDARY EDGES AND IN FIELD.
- 7.311 ASPHALT SHINGLES.
 - 7.313 ASPHALT SHINGLES SHEET MATERIAL; UNDERLAYMENT.
 - 7.318 ASPHALT SHINGLES METAL FLASHING; BASE FLASHING; MATERIAL, THICKNESS AND FINISH AS SPECIFIED.
 - 7.531 ELASTOMERIC MEMBRANE ROOFING MATERIAL; EPDM MEMBRANE.
 - 7.533 ELASTOMERIC MEMBRANE ROOFING MATERIAL; FLEXIBLE EPDM FLASHING.
 - 7.534 ELASTOMERIC MEMBRANE ROOFING MATERIAL; RIGID INSULATION; PROVIDE THICKNESS TO ACHIEVE ROOF SLOPE.
 - 7.535 ELASTOMERIC MEMBRANE ROOFING MATERIAL; RIGID INSULATION; TAPERED; 1/8" PER FOOT SLOPE U.N.O.
 - 7.537 ELASTOMERIC MEMBRANE ROOFING MATERIAL; ADHESIVE.
 - 7.538 ELASTOMERIC MEMBRANE ROOFING ACCESSORY; TERMINATION BAR WITH SEALANT BEAD.
 - 7.539 ELASTOMERIC MEMBRANE ROOFING MATERIAL; 1" THK. RIGID INSULATION.
 - 7.621 METAL COUNTERFLASHING; MATERIAL, THICKNESS AND FINISH AS SPECIFIED.
 - 7.623 SHEET METAL ROOF EDGE FLASHING; MATERIAL, THICKNESS AND FINISH AS SPECIFIED.
 - 7.625 SHEET METAL FASCIA FLASHING; MATERIAL, THICKNESS AND FINISH AS SPECIFIED.
 - 7.626 SHEET METAL COUNTERFLASHING; MATERIAL, THICKNESS AND FINISH AS SPECIFIED.
 - 7.631 METAL GUTTER; MATERIAL, THICKNESS AND FINISH AS SPECIFIED.
 - 7.632 METAL DOWNSPOUT; MATERIAL, THICKNESS AND FINISH AS SPECIFIED.
 - 7.920 JOINT SEALANT; REFER TO SCHEDULE IN SPECIFICATION SECTION 07 92 00; PROVIDE BACKER ROD OR BOND BREAKER.



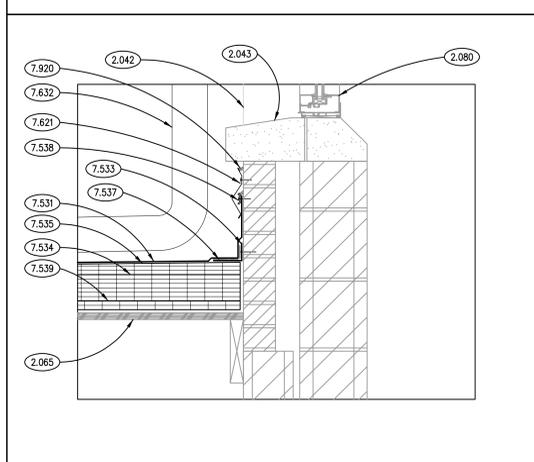
TYP. SECTION DETAIL 5
SCALE: 1/2" = 1'-0"



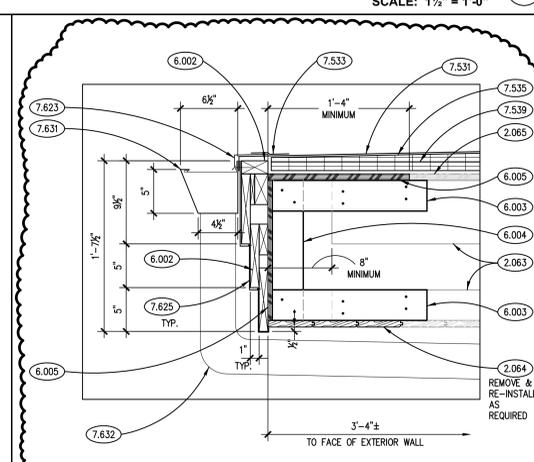
ALT. NO.1 - SECTION DETAIL 4
SCALE: 1/2" = 1'-0"



TYPICAL SECTION DETAIL 3
SCALE: 1/2" = 1'-0"



TYPICAL SECTION DETAIL 2
SCALE: 1/2" = 1'-0"



TYPICAL SECTION REPAIR DETAIL 1
SCALE: 1/2" = 1'-0"

GENERAL NOTES

1. REFER TO DRAWING G100 FOR PROJECT GENERAL NOTES.
2. EXISTING LOW SLOPE ROOFING SYSTEM IS COMPRISED OF THE FOLLOWING LAYERS FROM TOP TO BOTTOM: GRAVEL-SURFACED BUILT-UP ROOFING MEMBRANE, RIGID BOARD INSULATION AND WOOD DECKING.
3. EXISTING HIGH HIP ROOF WITH LOW SLOPE ENDS IS COMPRISED OF THE FOLLOWING LAYERS FROM TOP TO BOTTOM: ASPHALT SHINGLES, UNDERLAYMENT & WOOD DECKING.
4. ROOF PITCH OF EXISTING ASPHALT SHINGLED AREAS IS APPROXIMATELY 6:12.
5. PAINT UNDERSIDE OF EXISTING TONGUE & GROOVE SOFFIT BOARDS ON LOW & HIGH ROOFS.
6. PROVIDE STACK BOOTS ON MECHANICAL & PLUMBING VENTS.
7. INSTALL NEW EPDM MEMBRANE AROUND EXISTING MECHANICAL UNITS ACCORDANCE W/ 2015 NRCA ROOFING MANUAL: CONSTRUCTION DETAIL EPDM-13.
8. ALTERNATE NO.1 - REMOVE AND REPLACE EXISTING ASPHALT SHINGLES AND UNDERLAYMENT ON HIGH HIP AND WATER HOSE TOWER ROOFS.

ISSUED	
REVISED	
DATE	
BY	
DESCRIPTION	

JOB NO.	23-475-1483
DRAWN	PJT
CHECKED	CDH
APPROVED	CDH

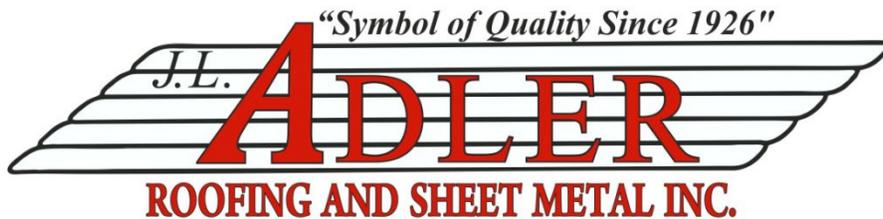
SHEET TITLE

SECTION DETAILS

SHEET NUMBER

A1200

NOTE: SCALES DEPICTED ON THIS DRAWING ARE NOT CORRECT UNLESS PLOTTED SHEET SIZE IS 30 X 42 INCHES.



779 Joyce Road
Joliet, Illinois 60436

Phone 815/773-1200
Fax 815/773-1207

11/21/23
Village of Oak Park
Fire Station 3
515 Garfield St.
Oak Park, IL

Below is the breakdown of the correct contract numbers and additional carpentry work:

The scope of work for removing rotten fascia and soffit wood and installing a new system has been designed by Kluber Architects. The proposals have been reviewed to ensure they comply with and encompass the entire design scope. The change order below is for the full footage of both flat roofs on each side of the fire house. Because of that, the change order is a to not exceed, if we find areas that are not rotten, we will deduct that footage from the cost.

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2. Alternate 1 ADD: \$ 21,500.00

Change Order 1: \$45,950.00

New Contract Total: 226,920.00

** Pending extreme weather substantial completion will be 30 days from today.*

Matthew Adler

Vice President
Adler Roofing
815-773-1200 Office
815-773-1207 Fax
Matt.adler@adlerroofing.com





Agenda Item Summary

File #: RES 23-289, **Version:** 1

Submitted By

Rob Sproule, Public Works Director

Reviewed By

Ahmad M. Zayyad, Deputy Village Manager / Interim Director of Development Customer Services

Agenda Item Title

A Resolution Approving an Independent Contractor Agreement with J.L. Adler Roofing & Sheet Metal, Inc. for the South Fire Station Roof Replacement Project in an Amount Not to Exceed \$185,720.00 and Authorizing its Execution

Overview

Various sections of the roof and fascia areas at the South Fire Station need repair and/or replacement due to the age and deteriorating condition of the facility. Replacing the roof would be beneficial to the Village through improved appearance and condition of the roof and safety of building occupants.

Recommendation

Adopt the Resolution.

Background

The existing roof at the south fire station, located at 515 Garfield Street, currently has several active leaks over the kitchen area and other areas of the roof are deteriorating and need repair and/or replacement. Additionally, numerous sections of the exterior fascia are in poor condition and need repair. Deficiencies and recommended repairs were identified in the Property Condition Assessment (PCA) that was completed in 2017. During the project, the roof will be evaluated for possible use for on-site solar energy, in alignment with the Village Climate Ready Oak Park Plan Goal EE01 - Enhanced Building Performance Standards for On-site Solar Energy. If it is determined that the roof can support either PV solar panels or solar thermal panels for domestic hot water, the panels could be added at a later date and the installation of the panels would not impact the roof work being proposed in 2023.

Staff issued a Request for Proposals (RFP) on August 23, 2023. The RFP was posted on the Village website and advertised in the Wednesday Journal. Ten (10) roofing companies attended the pre-bid meeting held on Wednesday, August 30th, 2023. A total of six (6) proposals were received by the Village.

J.L. Adler Roofing & Sheet Metal, Inc. submitted the most favorable proposal and staff recommends that the Village Board approve the Independent Contractor Agreement with J.L. Adler Roofing for this project. If approved, the total cost to complete the project would not exceed \$185,720.00.

Fiscal Impact

The Fiscal Year 2023 Building Improvement Fund budget includes \$200,000.00 in account #3012-43790-101-540673 for the South Fire Station Roof Repairs Project. If approved, the total cost to complete the project would not exceed \$185,720.00, which includes the base bid cost of \$159,470, Alternate #1 for \$21,500.00, and \$4,750.00 for contingency for unforeseen conditions. Alternate #1 includes the removal and replacement of existing asphalt shingles and underlayment on the hose tower roof.

DEI Impact

This project is in alignment with the Village’s Climate Ready Oak Park Plan Goal EE01 - Enhanced Building Performance Standards for On-site Solar Energy. The roof will be evaluated during the project for possible structural capacity for on-site solar energy.

Alternatives

The Board may delay action to gain additional information.

Previous Board Action

The Village Board approved funding for this project as part of the Fiscal Year 2023 Capital Improvement Plan.

Citizen Advisory Commission Action

N/A

Anticipated Future Actions/Commitments

The roof will be evaluated during the project for possible structural capacity for on-site solar energy. The cost for procuring and installing the on-site solar energy infrastructure is not included in this agreement and any future capital outlay for this work would need to be considered by the Village Board at a future date.

Intergovernmental Cooperation Opportunities

N/A

ORIGINAL**RESOLUTION**

**A RESOLUTION APPROVING AN INDEPENDENT CONTRACTOR AGREEMENT WITH
J.L. ADLER ROOFING & SHEET METAL, INC. FOR
THE SOUTH FIRE STATION ROOF REPLACEMENT PROJECT
IN AN AMOUNT NOT TO EXCEED \$185,720.00 AND AUTHORIZING ITS EXECUTION**

BE IT RESOLVED by the President and Board of Trustees of the Village of Oak Park, Cook County, State of Illinois ("Village"), in the exercise of their home rule powers, that the Independent Contractor Agreement ("Agreement") with J.L. Adler Roofing & Sheet Metal, Inc. for the South Fire Station Roof Replacement Project in an amount not to exceed \$185,720.00 is approved and the Village Manager is authorized to execute the Agreement in substantially the form attached.

THIS RESOLUTION shall be in full force and effect from and after its adoption and approval as provided by law.

ADOPTED this 16th day of October, 2023, pursuant to a roll call vote as follows:

Voting	Aye	Nay	Abstain	Absent
President Scaman	✓			
Trustee Buchanan	✓			
Trustee Enyia	✓			
Trustee Parakkat	✓			
Trustee Robinson	✓			
Trustee Straw	✓			
Trustee Wesley	✓			

APPROVED this 16th day of October, 2023,



 Vicki Scaman, Village President

ATTEST



 Christina M. Waters, Village Clerk



ORIGINAL

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (hereinafter referred to as the “Contract” or “Agreement”) is entered into on this _____ day of October, 2023, by and between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter referred to as the “Village”), and J.L. Adler Roofing & Sheet Metal, Inc., an Illinois corporation (hereinafter referred to as the “Contractor”).

WHEREAS, the Contractor submitted a proposal dated September 15, 2023, a copy of which is attached hereto and incorporated herein by reference, for the South Fire Station Roof Replacement Project (hereinafter referred to as the “Work”) pursuant to the Village’s Request for Proposals dated August 23, 2023, incorporated herein by reference as though fully set forth; and

WHEREAS, the Contractor represented in said proposal that it has the necessary personnel, experience and competence to promptly complete the Work required hereunder; and

WHEREAS, the Contractor shall perform the Work pursuant to the terms and conditions of this Contract.

NOW, THEREFORE, in consideration of the premises and the mutual promises contained in this Contract, and other good and valuable consideration received and to be received, it is mutually agreed by and between the parties as follows:

1. RECITALS INCORPORATED

The above recitals are incorporated herein as though fully set forth.

2. SCOPE OF WORK

The Contractor shall perform the Work in accordance with its proposal for a price not to exceed \$185,720.00 (“Contract Price”). The Contractor shall complete the Work in accordance with any applicable manufacturers’ warranties and in accordance with the Village’s Request for Proposals, the Contractor’s proposal and this Contract, all of which together shall constitute the Contract Documents. The Contractor acknowledges that it has inspected the site(s) where the Work is to be performed and that it is fully familiar with all of the conditions at the site(s), and further that its Proposal has adequately taken into consideration all of the conditions at the sites. The Contractor hereby represents and warrants that it has the skill and experience necessary to complete the Work in a good and workmanlike manner in accordance with the Contract Documents, and that the Work shall be free from defects.

The Contractor shall achieve completion of all work required pursuant to the Contract Documents by December 31, 2023 ("Contract Time"). The Contract Time is of the essence. The Contractor shall have no claim for damages, for compensation in excess of the contract price, or for a delay or extension of the contract time based upon conditions found at, or in the vicinity of, the site(s).

3. DESIGNATED REPRESENTATIVES

Contractor shall designate in writing a person to act as its designated representative with respect to the Work to be performed under this Contract who shall have the power and authority to make or grant or do all things, certificates, requests, demands, approvals, consents, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of Contractor and with the effect of binding Contractor. The Village is entitled to rely on the full power and authority of the person executing this Contract on behalf of Contractor as having been properly and legally given by Contractor. Contractor shall have the right to change its designated representative by providing the Village with written notice of such change which notice shall be sent in accordance with Section 12 of this Agreement.

The Public Works Director or the Public Works Director's designee shall be deemed the Village's authorized representative for purposes of this Agreement, unless applicable law requires action by the Corporate Authorities, and shall have the power and authority to make or grant or do those things, certificates, requests, demands, approvals, consents, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the Village and with the effect of binding the Village as limited by this Contract. Contractor is entitled to rely on the full power and authority of the person executing this Agreement on behalf of the Village as having been properly and legally given by the Village. The Village shall have the right to change its authorized representative by providing Contractor with written notice of such change which notice shall be sent in accordance with Section 12 of this Agreement.

4. TERM OF CONTRACT

Contractor shall perform the Work pursuant to this Contract beginning on the effective date as defined herein and ending at 11:59 p.m. CST on December 31, 2023. The Contractor shall invoice the Village for the Work provided pursuant to this Contract at the rates set forth in its Proposal.

5. PAYMENT SCHEDULE

Contractor shall, as a condition precedent to its right to receive any payment, submit to the Village an application for payment and such receipts, vouchers, and other documents as may be necessary to establish the Contractor's payment for all labor and material and the absence of any interest whether in the nature of a lien or otherwise of any party in any

property, work, or fund with respect to the Work performed hereunder. Such documents shall include, where relevant, the following forms, copies of which are attached hereto:

- (i) Contractor's sworn statement;
- (ii) Contractor's partial or final waiver of lien;
- (iii) Subcontractor's sworn statement(s); and
- (iv) Subcontractor's partial or final waiver of lien.

Payment by the Village shall be conditioned upon an inspection by the Village of the Work completed and submission of required waivers by the Contractor. Payment by the Village shall in no way constitute a waiver of, or relieve the Contractor from, any defects in the work. All payments shall be made in accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.* Final payment for any Work performed by the Contractor pursuant to an invoice by Contractor shall be made by the Village to the Contractor when Contractor has fully performed the work and the work has been approved by the Village and submission of required waivers and paperwork by Contractor. Approval of the work and issuance of the final payment by the Village shall not constitute a waiver of, or release Contractor from, any defects in the work.

The Village shall have the right to withhold from any payment due hereunder such amount as may reasonably appear necessary to compensate the Village for any actual or prospective loss due to Work which is defective or does not conform to the Contract Documents; damage for which Contractor is liable hereunder; liens or claims of liens; claims of third parties, subcontractors, or material men; or any failure of the Contractor to perform any of its obligations under this Contract. The Village may apply any money withheld or due Contractor hereunder to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, and attorney's fees incurred, suffered, or sustained by the Village and chargeable to the Contractor.

6. TERMINATION

The Village may terminate this Contract for cause, which includes but is not necessarily limited to, the Contractor's failure to perform the work pursuant to this Contract. The Village shall provide the Contractor with five (5) days' written notice of a termination for cause pursuant to the provisions of Section 12 below. The Village may also terminate this Contract when it determines the same to be in its best interests by giving fourteen (14) days' written notice to Contractor pursuant to the provisions of Section 12 below. In such event, the Village shall pay to Contractor all amounts due for the work performed up to the date of termination.

7. COMPLIANCE WITH APPLICABLE LAWS

The Contractor shall comply with all applicable laws, regulations, and rules promulgated by any federal, state, county, municipal and/or other governmental unit or regulatory

body now in effect during the performance of the work. By way of example only and not as a limitation, the following are included within the scope of the laws, regulations and rules with which the Contractor must comply: all forms of workers' compensation Laws, all terms of the equal employment opportunity rules and regulations of the Illinois Department of Human Rights, statutes relating to contracts let by units of government, and all applicable civil rights and anti-discrimination laws and regulations.

8. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall waive any right of contribution against the Village and shall indemnify and hold harmless the Village and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including, but not limited to, legal fees (attorney's and paralegal's fees, expert fees and court costs) arising out of or resulting from the performance of the Contractor's work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, other than the work itself, including the loss of use resulting therefrom, or is attributable to misuse or improper use of trademark or copyright-protected material or otherwise protected intellectual property, to the extent it is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right to indemnity which the Village would otherwise have. The Contractor shall similarly protect, indemnify and hold and save harmless, the Village, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses, including, but not limited to, legal fees incurred by reason of the Contractor's breach of any of its obligations under, or Contractor's default of, any provisions of this Contract. The indemnification obligations under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under workers' compensation or disability benefit acts or employee benefit acts.

9. INSURANCE

The Contractor shall at the Contractor's expense secure and maintain in effect throughout the duration of this Contract, insurance of the following kinds and limits set forth in this Section. The Contractor shall furnish "Certificates of Insurance" to the Village before beginning work on the Project pursuant to this Contract. All insurance policies shall be written with insurance companies licensed to do business in the State of Illinois and having a rating of at least A according to the latest edition of the Best's Key Rating Guide; and shall include a provision preventing cancellation of the insurance policy unless thirty (30) days prior written notice is given to the Village. This provision shall also be stated on each Certificate of Insurance: "Should any of the above described policies be canceled

before the expiration date, the issuing company shall mail within thirty (30) days written notice to the certificate holder named to the left.”

The limits of liability for the insurance required shall provide coverage for not less than the following amounts, or greater where required by law:

(A) Commercial General Liability:

i. Coverage to include Broad Form Property Damage, Contractual and Personal Injury.

ii. Limits:

General Aggregate	\$ 2,000,000.00
Each Occurrence	\$ 1,000,000.00
Personal Injury	\$ 1,000,000.00

iii. Coverage for all claims arising out of the Contractor's operations or premises and anyone directly or indirectly employed by the Contractor.

(B) Workers' Compensation:

i. Workers' compensation insurance shall be provided in accordance with the provisions of the laws of the State of Illinois, including occupational disease provisions, for all employees who perform the Work pursuant to this Contract, and if work is subcontracted pursuant to the provisions of this Contract, Contractor shall require each subcontractor similarly to provide workers' compensation insurance. In case employees engaged in hazardous work under this Contract are not protected under the Workers' Compensation Act, Contractor shall provide, and shall cause each subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

(C) Comprehensive Automobile Liability:

i. Comprehensive Automobile Liability coverage shall include all owned, hired, non-owned vehicles, and/or trailers and other equipment required to be licensed, covering personal injury, bodily injury and property damage.

ii. Limits:

Combined Single Limit	\$1,000,000.00
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(D) Umbrella:

i. Limits:

Each Occurrence/Aggregate \$5,000,000.00

(E) The Village, its officers, officials, employees, agents and volunteers shall be named as additional insureds on all insurance policies set forth herein except Workers' Compensation. The Contractor shall be responsible for the payment of any deductibles for said insurance policies. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, officials, employees, agents, and volunteers.

(F) The Contractor understands and agrees that any insurance protection required by this Contract or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Village, its officers, officials, employees, agents and volunteers as herein provided. The Contractor waives and shall have its insurers waive, its rights of subrogation against the Village, its officers, officials, employees, agents and volunteers.

10. GUARANTY

Contractor warrants and guarantees that its Work provided for the Project to be performed under this Contract, and all workmanship, materials, equipment, and supplies performed, furnished, used, or installed under this Contract, performed, furnished, used, or installed under this Contract, shall be free from defects and flaws in workmanship or design; shall strictly conform to the requirements of this Contract; and shall be fit and sufficient for the purposes expressed in, or reasonably inferred from, this Contract. Contractor further warrants and guarantees that the strength of all parts of all manufactured materials, equipment, and supplies shall be adequate and as specified and that the performance requirements of this Contract shall be fulfilled.

Contractor shall, at no expense to the Village, correct any failure to fulfill the above guaranty that may appear at any time. In any event, the guaranty herein expressed shall not be sole and exclusive, and is additional to any other guaranty or warranty expressed or implied.

11. AFFIDAVIT OR CERTIFICATE

The Contractor shall furnish any affidavit or certificate in connection with the work covered by this Contract as required by law.

12. NOTICES

Any notice required to be given by this Contract shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, by personal service or email to the persons and addresses indicated below or to such addresses and persons as either party hereto shall notify the other party of in writing pursuant to the provisions of this Section:

To the Village:

Village Manager
Village of Oak Park
123 Madison St.
Oak Park, Illinois 60302-4272
Email: villagemanager@oak-park.us

To the Contractor:

Christopher Adler, President
J.L. Adler Roofing & Sheet Metal, Inc.
779 Joyce Road
Joliet, Illinois 60436
Email: matt.adler@adlerroofing.com

Mailing of such notice as and when above provided shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

Notice by email transmission shall be effective as of date and time of facsimile transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00 a.m. to 5:00 p.m. Chicago time). In the event email notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission.

13. AUTHORITY TO EXECUTE

The individuals executing this Contract on behalf of Contractor and the Village represent that they have the legal power, right, and actual authority to bind their respective parties to the terms and conditions of this Contract.

14. EFFECTIVE DATE

The effective date of this Contract as reflected above and below shall be the date the last date of its execution by one of the Parties as reflected below.

15. ENTIRE CONTRACT; APPROVAL OF SUBCONTRACTORS

This Contract, including the documents incorporated by reference herein, sets forth the entire Contract between the parties with respect to the accomplishment of the Work. No right or interest in this Contract shall be assigned, in whole or in part, by either party without the prior written consent of the other party. The Village reserves the right to approve the use of subcontractors to complete any portion of the Work and to approve any applicable contract between the Contractor and a proposed subcontractor to perform any of the Work. This Contract shall be binding upon the parties and upon their respective heirs, executors, administrators, personal representatives, successors, and assigns, except as herein provided.

16. INDEPENDENT CONTRACTOR

Contractor shall have the full control of the ways and means of performing the Work referred to above and that the Contractor and its employees, representatives or

subcontractors are not employees of the Village, it being specifically agreed that the Contractor bears the relationship of an independent contractor to the Village. The Contractor shall solely be responsible for the payment of all salaries, benefits and costs of supplying personnel for the Work.

17. PREVAILING WAGES

Contractor and any applicable subcontractor shall pay prevailing wages as established by the Illinois Department of Labor and determined by the Village for each craft or type of work needed to execute the contract in accordance with the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.* ("Act"). Contractor shall prominently post the current schedule of prevailing wages at the Project site(s) and shall notify immediately in writing all of its subcontractors of all changes in the schedule of prevailing wages. Any increases in costs to Contractor due to changes in the prevailing rate of wage during the terms of any Contract shall be at the sole expense of Contractor and not at the expense of the Village, and shall not result in an increase to the Contract Price. Contractor shall be solely responsible to maintain accurate records as required by the Act and shall submit certified payroll records to the Village evidencing its compliance with the Act on no less than a monthly basis as required by the Act. Contractor shall be solely liable for paying the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the Work for the Project.

Contractor shall indemnify, hold harmless, and defend the Village, its officers, officials, employees, agents and volunteers ("Indemnified Parties") against all regulatory actions, complaints, damages, claims, suits, liabilities, liens, judgments, costs and expenses, including reasonable attorney's fees, which may in any way arise from or accrue against the Indemnified Parties as a consequence of noncompliance with the Act or which may in any way result therefrom, including a complaint by the Illinois Department of Labor under Section 4(a-3) of the Act, 820 ILCS 130/4(a-3) that any or all of the Indemnified Parties violated the Act by failing to give proper notice to the Grantee or any other party performing work on the Public Improvements that not less than the prevailing rate of wages shall be paid to all laborers, workers and mechanics performing Work on the Project, including interest, penalties or fines under Section 4(a-3). The indemnification obligations of this section on the part of Contractor shall survive the termination or expiration of this Agreement. In any such claim, complaint or action against the Indemnified Parties, Contractor shall, at its own expense, appear, defend and pay all charges of reasonable attorney's fees and all reasonable costs and other reasonable expenses arising therefrom or incurred in connection therewith, and, if any judgment or award shall be rendered against the Indemnified Parties in any such action, Contractor shall at its own expense, satisfy and discharge such judgment or award.

18. GOVERNING LAW AND VENUE

This Contract shall be governed by the laws of the State of Illinois both as to interpretation and performance. Venue for any action pursuant to this Contract shall be in the Circuit Court of Cook County, Illinois.

19. AMENDMENTS AND MODIFICATIONS

This Contract may be modified or amended from time-to-time provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly authorized and signed by the authorized representative of the Village and the authorized representative of the Contractor.

20. NON-WAIVER OF RIGHTS

No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under this Contract shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

21. CONFLICT

In case of a conflict between any provision(s) of the Village's Request for Proposals or the Contractor's Proposal and this Contract, this Contract and the Village's Request for Proposals shall control to the extent of such conflict.

22. HEADINGS AND TITLES

The headings and titles provided in this Contract are for convenience only and shall not be deemed a part of this Contract.

23. COOPERATION OF THE PARTIES

The Village and Contractor shall cooperate in the provision of the Work to be provided by Contractor pursuant to this Contract and in compliance with applicable laws, including, but not limited to, the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.* ("FOIA"), and the provision of any documents and information pursuant to a FOIA request. Contractor shall provide any and all responsive documents to the Village pursuant to a FOIA request at no cost to the Village.

24. COUNTERPARTS; FACSIMILE OR PDF SIGNATURES

This Contract may be executed in counterparts, each of which shall be considered an original and together shall be one and the same Contract. A facsimile or pdf copy of this Agreement and any signature(s) thereon will be considered an original.

25. DEFAULT/THE VILLAGE'S REMEDIES.

If it should appear at any time prior to payment for the Work provided pursuant to this Contract that the Contractor has failed or refused to prosecute, and is in default, or has delayed in the prosecution of, the Work to be provided pursuant to this Contract with diligence at a rate that assures completion of the Work in full compliance with the requirements of this Contract, or has attempted to assign this Contract or the Contractor's rights under this Contract, either in whole or in part, or has falsely made any representation or warranty, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Contract or has failed to pay its debts as they come due ("Event of Default"), and has failed to cure, or has reasonably commenced to cure any such Event of Default within fifteen (15) business days after Contractor's receipt of written notice of such Event of Default, then the Village shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

(A) The Village may require Contractor, within such reasonable time as may be fixed by the Village, to complete or correct all or any part of the Work that are defective, damaged, flawed, unsuitable, nonconforming, or incomplete and to take any or all other action necessary to bring Contractor and the Work into compliance with this Contract;

(B) The Village may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Work or part thereof and make an equitable reduction;

(C) The Village may terminate this Contract without liability for further payment of amounts due or to become due under this Contract except for amounts due for Services properly performed prior to termination;

(D) The Village may withhold any payment from Contractor, whether or not previously approved, or may recover from Contractor any and all costs, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default or as a result of actions taken by the Village in response to any Event of Default; or

(E) The Village may recover any damages suffered by the Village as a result of Contractor's Event of Default.

(F) In addition to the above, if Contractor fails to complete any required Work pursuant to this Contract, the Village shall be entitled to liquidated damages in the amount of five hundred dollars (\$500.00) per day for each day the Services remains uncompleted. This amount is not a penalty, and the parties agree to said amount given the difficulties associated with determining or calculating damages to the Village in the event the required Work is not completed on time.

26. CERTIFIED PAYROLL

Contractor shall be solely responsible to maintain accurate records reflecting its payroll or its employees who perform any of the Work for the Village pursuant to this Contract and shall submit certified payroll records to the Village's Director of Public Works at any time during the term of this Contract. Contractor shall provide said certified payroll records within seven (7) days upon the request of the Director of Public Works.

27. CONTRACT BOND

Before commencing the work on the Project, Contractor shall furnish a Contract Bond. The Contract Bond shall be in an amount equal to 100% of the full amount of the Contract Price as security for the faithful performance of its obligations pursuant to the Contract Documents and as security for the payment of all persons performing labor and furnishing materials in connection with the Contract Documents. Such bond shall be on a standard AIA document, shall be issued by a surety satisfactory to the Village, and shall name the Village as a primary co-obligee. The Contract Bond shall become a part of the Contract Documents. The failure of Contractor to supply the required Contract Bond within ten (10) days after the Notice of Award or within such extended period as the Village may grant if the Contract Bond does not meet its approval shall constitute a default, and the Village may either award the Contract to the next lowest responsible proposer or re-advertise for proposals. A charge against Contractor may be made for the difference between the amount of Contractor's Proposal and the amount for which a contract for the Work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid guarantee.

28. EQUAL OPPORTUNITY EMPLOYER

Contractor is an equal opportunity employer and the requirements of 44 Ill. Adm. Code 750 APPENDIX A and Chapter 13 ("Human Rights") of the Oak Park Village Code are incorporated herein by reference.

The Contractor shall not discriminate against any employee or applicant for employment because of race, sex, gender identity, gender expression, color, religion, ancestry, national origin, veteran status, sexual orientation, age, marital status, familial status, source of income, disability, housing status, military discharge status, or order of protection status

or physical or mental disabilities that do not impair ability to work, 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. The Contractor shall comply with all requirements of Chapter 13 (“Human Rights”) of the Oak Park Village Code.

In the event of the Contractor’s noncompliance with any provision of Chapter 13 (“Human Rights”) of the Oak Park Village Code, the Illinois Human Rights Act or any other applicable law, the Contractor may be declared non-responsible and therefore ineligible for future Agreements or subcontracts with the Village, and the Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

In all solicitations or advertisements for employees placed by it on its behalf, the Contractor shall state that all applicants will be afforded equal opportunity without discrimination because of race, sex, gender identity, gender expression, color, religion, ancestry, national origin, veteran status, sexual orientation, age, marital status, familial status, source of income, disability, housing status, military discharge status, or order of protection status or physical or mental disabilities that do not impair ability to work.

29. STANDARD OF CARE

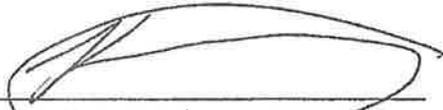
The Contractor shall endeavor to perform the Services with the same skill and judgment which can be reasonably expected from similarly situated firms or entities. The Contractor shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement as applicable, including, but not limited to, Cook County’s minimum wage and sick leave ordinances, respectively Cook County Ordinance Number 16-5768 and Cook County Ordinance Number 16-4229, and the Village’s Living Wage Ordinance, Village of Oak Park Ordinance Number 16-093, codified as Section 2-6-20 of the Village Code, all as amended.

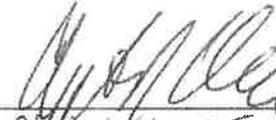
The Contractor shall ensure that the Services are provided, performed, and completed in accordance with all applicable statutes, ordinances, rules, and regulations, including, but not limited to, the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, or unfavorable discharge from military service or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. The Contractor shall also comply with all conditions of any federal, state, or local grant received by the Village or the Contractor with respect to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed by their duly authorized representatives on the dates set forth below.

VILLAGE OF OAK PARK

J.L. ADLER ROOFING & SHEET METAL, INC.


By: Kevin J. Jackson
Its: Village Manager

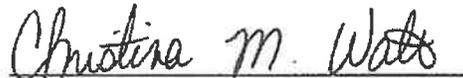

By: Christopher J. Adler
Its: President

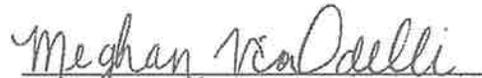
Date: October 18, 2023

Date: October 25, 2023

ATTEST:

ATTEST:


By: Christina M. Waters
Its: Village Clerk

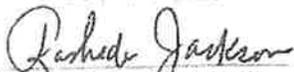

By: Meghan Rivaldelli
Its: Office Assistant

Date: 10/18, 2023

Date: 10/25, 2023

REVIEWED AND APPROVED
AS TO FORM

OCT 16 2023


LAW DEPARTMENT

Client: Village of Oak Park
Project Name: South Fire Station Roof Replacement

Project No.: 23-129
Bid Due Date: Friday, September 15th, 2023 @ 11:00 a.m.
Project Manager: Vic Sabaliauskas
 Building Maintenance Superintendent

BID TAB WORKSHEET

Contractor	Base Bid Amount	Alternates	Total Bid Amount	EEO	Bid Bond
		Alt. No. 1		M/W/DBE	
Adler Roofing lisa.ramsey@adlerroofing.com	\$159,470.00	\$21,500.00	\$180,970.00	No	X
Marshal Roofing info@lmarshallroofing.com	\$193,000.00	\$26,000.00	\$219,000.00	No	X
Seal Tight Exteriors Inc. deanna@steroof.com	\$239,200.00	\$11,200.00	\$250,400.00	No	X
Ridgeworth Roofing Co., Inc. matt@ridgeworthroofing.com	\$249,250.00	\$37,500.00	\$286,750.00	No	X
Metalmaster Roofmaster, Inc. estimating@metalmaster.us	\$248,773.00	\$39,627.00	\$288,400.00	No	X
J&F Chiattello Construction, Inc. jfchiattello@gmail.com	\$269,245.00	\$25,900.00	\$295,145.00	No	X

Alt. No. 1: Remove and replace existing asphalt shingles and underlayment on high hip and hose tower roofs.

**Village of Oak Park
Capital Improvement Program
2023 - 2027**

Project: Fire Station 3 Roof Repairs Priority Code: A Category: Building Improvements



Description:

This project involves repairing the roof at the south fire station.

Justification:

Repairing the roof would be beneficial to the Village through improved appearance and condition of the roof and safety of building occupants. Deficiencies and recommended repairs were identified in the Property Condition Assessment (PCA) completed in 2017. Currently there are active roof leaks in the kitchen area which is disruptive to operations for staff. The roof will be evaluated during the repair for possible use for on-site solar energy in alignment with the Village Climate Ready Oak Park Plan Goal: EE01 - Enhance Building Performance Standards for on-site solar energy.

Current Status:

Proposed funds are based on an estimate submitted by a roofing company.

Funding Sources	Account Number	Actuals		Project Budget		Amended Budget		Year End Estimate			Recommended Budget			
		FY 2020	FY2021	FY2022	FY2022	FY2022	FY2022	FY2022	FY2022	FY2023	FY 2024	FY 2025	FY 2026	FY 2027
Transfer From CIP Fund #3095	3012-41300-101-491495	-	-	-	-	-	-	-	-	200,000	-	-	-	-
Total:		-	-	-	-	-	-	-	-	200,000	-	-	-	-
Expenditures														
Construction	3012-43790-101-540673	-	-	-	-	-	-	-	-	200,000	-	-	-	-
Total:		-	-	-	-	-	-	-	-	200,000	-	-	-	-



Office of the Secretary of State
ilsos.gov

New Facility Hours and Appointments

APPOINTMENTS REQUIRED for REAL ID, DL/ID card services and in-car driving tests. Check your local DMV facility for extended hours and appointment availability.



Business Entity Search

Entity Information

Entity Name	J. L. ADLER ROOFING & SHEET METAL, INC.		
File Number	35115242	Status	ACTIVE
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	03-29-1955	State	ILLINOIS
Duration Date	PERPETUAL		
Annual Report Filing Date	03-06-2023	Annual Report Year	2023
Agent Information	JOSEPH L ADLER 779 JOYCE ROAD JOLIET ,IL 60436	Agent Change Date	04-10-1996

Services and More Information

Choose a tab below to view services available to this business and more information about this business.

[Purchase Master Entity Certificate of Good Standing](#)

[Change of Registered Agent and/or Registered Office](#)

[Articles of Amendment Effecting A Name Change](#)

[Adopting Assumed Name](#)

SECTION IV
PROPOSAL FORM (Pricing)

The undersigned proposes to furnish all labor and materials required to complete the Work in accordance with the attached specifications and at the price indicated below.

Total Lump Sum Cost Base Bid: \$ 159,470.00

Alternates:

Alternate Bid No. 1:

Remove and replace existing asphalt shingles and underlayment on high hip and hose tower roofs. See sheets A320 and A1200 and Specification 07 31 13.

Total for Alt. No.1: \$ 21,500.00

24-Hour Emergency Call-back Number:

(815) 600-4193 (Matt Adler)

Printed Name: Christopher J. Adler

Proposal Signature: 

E-mail: matt.adler@adlerroofing.com

State of Illinois) County of Will)

Christopher J. Adler,
(Type Name of Individual Signing)

being first duly sworn on oath deposes and says that the contractor on the above proposal is organized as indicated below and that all statements herein made on behalf of such Contractor and that their deponent is authorized to make them, and also deposes and says that deponent has examined and carefully prepared their proposal from the agreement specifications and has checked the same in detail before submitting this proposal; that the statements contained herein are true and correct.

Signature of contractor authorizes the Village of Oak Park to verify references of business and credit at its option.

Signature of contractor shall also be acknowledged before a Notary Public or other person authorized by law to execute such acknowledgments.

Dated: 09 / 15 / 2023 J.L. Adler Roofing & Sheet Metal, Inc.

Organization Name
(Seal - If Corporation)

By: [Signature]
Authorized Signature

779 Joyce Road
Joliet, IL 60436
Address

Telephone: (815) 773-1200

Subscribed and sworn to before me this 15th day of September, 2023
Lisa M. Ramsey in the State of Illinois. My

Commission
Notary Public



Expires on 06 / 30 / 2027

Complete Applicable Paragraph Below

(a) Corporation

The contractor is a corporation, which operates under the legal name of J.L. Adler Roofing & Sheet Metal, Inc. and is organized and existing under the laws of the State of Illinois. The full names of its Officers are:

President Christopher J. Adler

Secretary Joseph L. Adler, III

Treasurer Christopher J. Adler

The corporation does have a corporate seal. (In the event that this proposal is executed by a person other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation that permits the person to execute the offer for the corporation.)

(b) Partnership

Names, Signatures, and Addresses of all Partners

The partnership does business under the legal name of _____, which name is

is registered with the office of _____ in the county of _____.

(c) Sole Proprietor

The contractor is a Sole Proprietor whose full name is

_____. If the contractor is operating under
a trade name, said trade name is _____,
which name is registered with the office of _____
in the county of _____.

Signed: _____
Sole Proprietor

In compliance with the above, the undersigned offers and agrees, if his/her proposal is accepted within ninety (90) calendar days from date of opening, to furnish any or all of the items upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.

MUNICIPAL QUALIFICATION REFERENCE SHEET
(or attach separate form)

MUNICIPALITY Village of Plainfield

ADDRESS 24401 W. Lockport Street

Plainfield, IL 60544

CONTACT Mr. Joshua Blakemore

PHONE (815) 436-7093 **E-mail:** blakemore@goplainfield.com

WORK Village Hall Roof Replacement

PERFORMED 24401 W. Lockport Street - Plainfield, IL 60544

MUNICIPALITY Village of Hinsdale

ADDRESS 19 E. Chicago Avenue

Hinsdale, IL 60521

CONTACT Mr. John Caruso (Burke, LLC)

PHONE (847) 823-0500 **E-mail:** jcaruso@cbbel.com

WORK Police and Fire Station Complex Roof Replacement

PERFORMED 121 N. Symonds Drive - Hinsdale, IL 60521

MUNICIPALITY City of Elwood

ADDRESS 401 E. Mississippi Avenue

Elwood, IL 60421

CONTACT Mr. Larry Lohmar

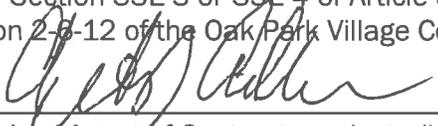
PHONE (815) 423-5011 **E-mail:** larry.lohmar@villageofelwood.com

WORK Elwood Village Hall Metal Roof Replacement

PERFORMED 401 E. Mississippi Avenue - Elwood, IL 60421

SECTION V
CONTRACTOR CERTIFICATION

J.L. Adler Roofing & Sheet Metal, Inc., as part of its proposal on an agreement for construction Work
(Name of Contractor selected) for the Village of Oak Park, hereby certifies that said contractor selected
is not barred from proposing on the aforementioned agreement as a result of a violation to
either Section 33E-3 or 33E-4 of Article 33E of Chapter 38 of the Illinois Revised Statutes or
Section 2-5-12 of the Oak Park Village Code relating to "Proposing Requirement.



(Authorized Agent of Contractor selected)

Subscribed and sworn to before me this 15th day of September, 2023.



Notary Public's Signature



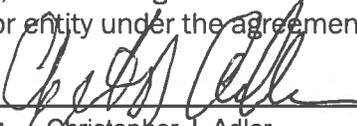
SECTION VI
TAX COMPLIANCE AFFIDAVIT

Christopher J. Adler, being first duly sworn, deposes and says:

that he/she is _____ President _____ of
(partner, officer, owner, etc.)

J.L. Adler Roofing & Sheet Metal, Inc.
(Contractor selected)

The individual or entity making the foregoing proposal or proposal certifies that he/she is not barred from entering into an agreement with the Village of Oak Park because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act, liability for the tax or the amount of the tax. The individual or entity making the proposal or proposal understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the agreement and allows the municipality to recover all amounts paid to the individual or entity under the agreement in civil action.



By: Christopher J. Adler
Its: President

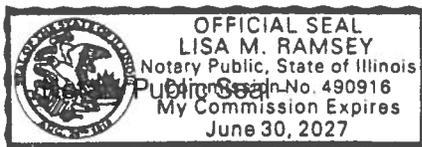
(name of contractor if the contractor is an individual)
(name of partner if the contractor is a partnership)
(name of officer if the contractor is a corporation)

The above statement must be subscribed and sworn to before a notary public.

Subscribed and sworn to before me this 15th day of September, 2023.



Notary Public's Signature



Reporting Requirements

The following forms must be completed in their entirety, notarized and included as part of the proposal document. Failure to respond truthfully to any question on the list or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of your proposal.

SECTION VII
ORGANIZATION OF PROPOSING FIRM

Please fill out the applicable section:

A. Corporation:

The contractor is a corporation, legally named J.L. Adler Roofing & Sheet Metal, Inc. and is organized and existing in good standing under the laws of the State of Illinois. The full names of its officers are:

President Christopher J. Adler

Secretary Joseph L. Adler, III

Treasurer Christopher J. Adler

Registered Agent Name and Address: Christopher J. Adler - 308 Westridge Road - Joliet, IL 60431

The corporation has a corporate seal. (In the event that this proposal is executed by a person other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation that permits the person to execute the offer for the corporation.)

B. Sole Proprietor:

The contractor is a Sole Proprietor. If the contractor does business under an assumed name, the

assumed name is _____, which is registered with the Cook County Clerk. The contractor is otherwise in compliance with the Assumed Business Name Act, 805 ILCS 405/0.01, et. seq.

C. Partnership:

The contractor is a partnership which operates under the name _____

The following are the names, addresses and signatures of all partners:

Signature	Signature

(Attach additional sheets if necessary.) If so, check here _____.

If the partnership does business under an assumed name, the assumed name must be registered with the Cook County Clerk and the partnership is otherwise in compliance with the Assumed Business Name Act, 805 ILCS 405/0.01, et. seq.

D. Affiliates: The name and address of any affiliated entity of the business, including a description of the affiliation: None

Signature of Owner

SECTION VIII
PROPOSAL BOND

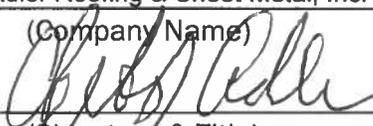
WE J.L. Adler Roofing & Sheet Metal, Inc.
as PRINCIPAL, and Great American Insurance Company
as SURETY, are held and firmly bound unto the Village of Oak Park, Illinois (hereafter referred to as "VOP") in the penal sum of Ten Percent (10%) of the total Proposal price, as specified in the invitation for Proposals. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly to pay to the VOP this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written Proposal to the VOP acting through its awarding authority for the completion of the work designated as the above section.

THEREFORE if the Proposal is accepted and an agreement awarded to the PRINCIPAL by the VOP for the above-designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal agreement, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in specifications then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the VOP determines the PRINCIPAL has failed to enter into a formal agreement in compliance with any requirements set forth in the preceding paragraph, then the VOP acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this _____ 15th _____ day of _____ September _____ A.D. 2023.

PRINCIPAL
J.L. Adler Roofing & Sheet Metal, Inc. _____
(Company Name) (Company Name)
By:  President By: _____
(Signature & Title) (Signature & Title)

(If PRINCIPAL is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be affixed)

Subscribed to and sworn before me on the

15th day of September, 2023.

Lisa M. Ramsey
Notary Public



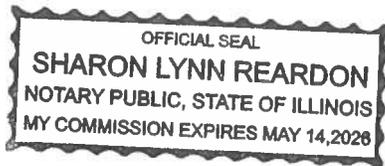
NAME OF SURETY Great American Insurance Company

By: [Signature]
Signature of Attorney-in-Fact

subscribed to and sworn before me on the

15th day of September, 2023.

Sharon Lynn Reardon
Notary Public



GREAT AMERICAN INSURANCE COMPANY

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than TWO

No. 0 21796

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; for all obligees including any and all consents required by the Department of Transportation, State of Florida, incident to the release of retained percentages and/or final estimates on engineering and construction contracts; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
SHARON REARDON	BOTH OF	BOTH
BEVERLY F. REEVES	JOLIET, ILLINOIS	\$100,000,000

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 10TH day of MAY, 2023.

Attest

GREAT AMERICAN INSURANCE COMPANY



Stephen C. Beraha
Assistant Secretary

Mark V. Vicario

Divisional Senior Vice President

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 10TH day of MAY, 2023,

before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

Susan A. Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERHAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 15 day of September, 2023



Stephen C. Beraha
Assistant Secretary

STATE OF ILLINOIS

SS.

COUNTY OF WILL

On this 15 day of September, 2023, before me, a notary public, within and for Said County and State, personally appeared Beverly F Reeves to me personally known, who being duly sworn, upon oath, did say that he is the Attorney-In-Fact of and for the GREAT AMERICAN INSURANCE COMPANY, a corporation of Ohio, created, organized and existing under and by virtue of the laws of the State of Ohio; that the corporate seal affixed to the foregoing within instrument is the seal of the said Company; that the seal was affixed and the said instrument was executed by authority of its Board of Directors; and the said GREAT AMERICAN INSURANCE COMPANY did acknowledge that he executed the said instrument as the free act and deed of said Company.



(Notary Acknowledgement)

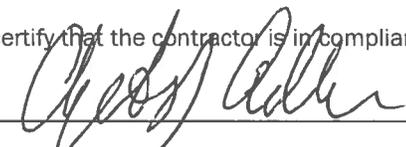
A handwritten signature in cursive script, reading "Beverly Starceвич", written over a horizontal line.

Notary Public, WILL County

SECTION X
COMPLIANCE AFFIDAVIT

I, Christopher J. Adler, (print name) being first duly sworn on oath depose and state:

1. I am the (title) President of the proposing company and am authorized to make the statements contained in this affidavit on behalf of the company;
2. I have examined and carefully prepared this Proposal based on the request and have verified the facts contained in the Proposal in detail before submitting it;
3. The proposing company is organized as indicated above on the form entitled "Organization of Proposing Company."
4. I authorize the Village of Oak Park to verify the company's business references and credit at its option;
5. Neither the proposing company nor its affiliates¹ are barred from proposing on this project as a result of a violation of 720 ILCS 5/33E-3 or 33E-4 relating to Proposal rigging and Proposal rotating, or section 2-6-12 of the Oak Park Village Code relating to "Proposing Requirements".
6. The proposing company has the M/W/DBE status indicated below on the form entitled "EEO Report."
7. Neither the proposing company nor its affiliates is barred from agreementing with the Village of Oak Park because of any delinquency in the payment of any debt or tax owed to the Village except for those taxes which the proposing company is contesting, in accordance with the procedures established by the appropriate revenue act, liability for the tax or the amount of the tax. I understand that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the agreement and allows the Village of Oak Park to recover all amounts paid to the proposing company under the agreement in civil action.
8. I am familiar with Section 13-3-2 through 13-3-4 of the Oak Park Village Code relating to Fair Employment Practices and understand the contents thereof; and state that the proposing company is an "Equal Opportunity Employer" as defined by Section 2000(E) of Chapter 21, Title 42 of the United States Code Annotated and Federal Executive Orders #11246 and #11375 which are incorporated herein by reference. **Also complete the attached EEO Report or Submit an EEO-1.**
9. I certify that the contractor is in compliance with the Drug Free Workplace Act, 41 U.S.C.A, 702

Signature: 

Name and address of Business: J.L. Adler Roofing & Sheet Metal, Inc. - 779 Joyce Road - Joliet, IL 60436

Telephone (815) 773-1200

E-Mail matt.adler@adlerroofing.com

Subscribed to and sworn before me this 15th day of September, 2023.


Notary Public



¹ Affiliates means: (i) any subsidiary or parent of the agreementing business entity, (ii) any member of the same unitary business group; (iii) any person with any ownership interest or distributive share of the agreementing business entity in excess of 7.5%; (iv) any entity owned or controlled by an executive employee, his or her spouse or minor children of the agreementing business entity.

SECTION XI
M/W/DBE STATUS AND EEO REPORT

Failure to respond truthfully to any questions on this form, failure to complete the form or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of this Proposal.

1. Contractor Name: J.L. Adler Roofing & Sheet Metal, Inc.

2. Check here if your firm is:

- Minority Business Enterprise (MBE) (A firm that is at least 51% owned, managed and controlled by a Minority.)
- Women's Business Enterprise (WBE) (A firm that is at least 51% owned, managed and controlled by a Woman.)
- Owned by a person with a disability (DBE) (A firm that is at least 51% owned by a person with a disability)
- None of the above

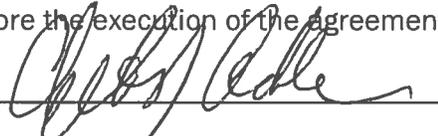
[Submit copies of any W/W/DBE certifications]

3. What is the size of the firm's current stable work force?

30 Number of full-time employees

30 Number of part-time employees

4. Similar information will be requested of all sub-contractors working on this agreement. Forms will be furnished to the lowest responsible contractor with the notice of agreement award, and these forms must be completed and submitted to the Village before the execution of the agreement by the Village.

Signature: 

Date: September 15, 2023

EEO Report

Please fill out this form completely. Failure to respond truthfully to any questions on this form, or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of this Proposal. An incomplete form will disqualify your Proposal.

An EEO-1 Report may be submitted in lieu of this report _____

Contractor Name J.L. Adler Roofing & Sheet Metal, Inc.
 Total Employees 60

Job Category	Total # of Empl.	Total Males	Total Females	Black	Males				Females				Total Minorities
					Hispanic	American Indian	Alaskan Native	Asian & Pacific Islander	Hispanic	American Indian	Alaskan Native	Asian & Pacific Islander	
Officials & Managers	5	0	5	0	0	0	0	0	0	0	0	0	0
Professionals	0	0	0	0	0	0	0	0	0	0	0	0	0
Technicians	34	34	0	2	17	0	0	0	0	0	0	0	19
Sales Workers	3	3	0	0	0	0	0	0	0	0	0	0	0
Office & Clerical	3	0	3	0	0	0	0	0	0	0	0	0	0
Semi-Skilled	0	0	0	0	0	0	0	0	0	0	0	0	0
Laborers	1	1	0	0	0	0	0	0	0	0	0	0	0
Service Workers	0	0	0	0	0	0	0	0	0	0	0	0	0
Management Trainees	0	0	0	0	0	0	0	0	0	0	0	0	0
Apprentices	14	14	0	1	10	0	0	0	0	0	0	0	11

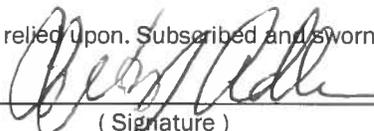
This completed and notarized report must accompany your Proposal. It should be attached to your Affidavit of Compliance. Failure to include it with your Proposal will be disqualify you from consideration.

Christopher J. Adler, being first duly sworn, deposes and says that he/she is the President

(Name of Person Making Affidavit)
 (Title or Officer)

Of J.L. Adler Roofing & Sheet Metal, Inc. and that the above EEO Report information is true and accurate and is submitted with the intent that it

be relied upon. Subscribed and sworn to before me this 15th day of September, 2023.


 (Signature)

September 15, 2023
 (Date)





REQUEST FOR PROPOSALS
INSTRUCTIONS AND SPECIFICATIONS FOR:

Village of Oak Park South Fire Station Roof Replacement
Bid Number: 23-129
Issuance Date: 8/23/2023

The Village of Oak Park will receive proposals from qualified roofing contractors to replace the roof at the south fire station, located at 900 S. East Ave., Oak Park, IL 60302. Proposals will be accepted at the Public Works Center Monday through Friday, 7:30 a.m. to 4:00 p.m. local time until **11:00 a.m. on Friday, September 15th, 2023**. Proposals may also be sent via e-mail to vics@oak-park.us. Proposals will be reviewed and the results of the review will be presented to the Village of Oak Park Board of Trustees.

There will be a mandatory pre-bid meeting at the south fire station on Wednesday, August 30th, 2023 at 2:00 p.m. Prospective bidders are encouraged to attend the pre-bid meeting to inspect site conditions and obtain other pertinent information about the scope of work. Plans/specs/drawings will be distributed at the pre-bid mtg.

Specifications and bid forms may be obtained by sending a request to Building Maintenance Superintendent, Vic Sabaliauskas at vics@oak-park.us or by stopping by the Public Works Center at the address listed above or by calling 708-358-5710.

The Board of Trustees reserves the right to accept or reject any and all proposals or to waive technicalities, or to accept any item of any proposal.

Do not detach any portion of this document. Upon formal award to the successful contractor, a written agreement will be executed in substantially the form attached.

In responding to this Request for Proposals, the official logo of the Village of Oak Park is not to be used in any form. Use of the Village logo is strictly prohibited by law and such use could subject the proposer to disqualification.

Submission of Proposals

The bid shall be submitted on the bid form included herewith. If bid is hand delivered or mailed to the Public Works Center, the bid shall be submitted in a sealed envelope marked "**BID: 23-129 Village of Oak Park South Fire Station Roof Replacement**", shall bear the return address of the bidder, and shall be addressed as follows:

TO: Vic Sabaliauskas, Building Maintenance Superintendent
Department of Public Works
201 South Blvd.
Oak Park, IL 60302

SECTION I
PROPOSAL INSTRUCTIONS, TERMS AND CONDITIONS

Preparation and Submission of Proposal

All proposals must be delivered to the Public Works Center by the specific time indicated on the cover page. Proposals arriving after the specified time will not be accepted. Mailed proposals that are received by the Village after the specified hour will not be accepted regardless of the post-marked time on the envelope. Proposals must be signed by an officer of the company who is authorized to enter into agreements on behalf of the company. Proposals shall be sealed in an envelope and marked as stated on the cover page.

Proposal Bond

The contractor shall provide a proposal bond in the amount of ten percent (10%) of the total proposal price. The attached form may be used or the contractor may provide cash or a certified check in the amount specified. The proposal bonds, cash or checks will be returned once the selected contractor has entered into an agreement for this work and provided the Contract bond in an amount of one hundred percent (100%) of the total approved proposal price.

Contract Bond

The successful contractor shall, within ten (10) calendar days after award of the Proposal, furnish a contract bond in the amount of one hundred percent (100%) of the contract price. The bond shall ensure faithful performance of the work, and the payment for materials, labor and of the subcontractors. The bond shall be with a surety or sureties with a rating of "A" or better by A.M. Best and Company and such sureties shall be approved by the Village. Bonds in the form of certified or cashier's check shall be made payable to the Village of Oak Park, Illinois. The contract bond shall be furnished in the same number of copies as the number of copies of the agreement to be executed.

Award of Agreement

The agreement will be awarded in whole or in part to the responsible contractor whose proposal, conforming to the request for proposals, will be most advantageous to the Village; price and other factors considered.

Costs of Preparation

The Village will not be responsible for any expenses incurred in preparing and submitting a proposal or entering into the applicable agreement.

Taxes not Applicable

The Village of Oak Park as an Illinois municipality pays neither Illinois Sales Tax nor Federal Excise Tax (State Tax Exemption Identification Number E9998-1823-06). Contractors should exclude these taxes from their prices.

Withdrawal of Proposals

Any contractor may withdraw its proposal at any time prior to the time specified in the advertisement as the closing time for the receipt of proposals, by signing a request therefore. No contractor may withdraw or cancel its proposal for a period of sixty (60) calendar days after

the advertised closing time for the receipt of proposals. The successful contractor may not withdraw or cancel its proposal after having been notified that the proposal was accepted by the Village Board of Trustees.

Investigation of Contractors

The Village will make such investigations as are necessary to determine the ability of the contractor to fulfill proposal requirements. If requested, the contractor should be prepared to present evidence to the Village of Oak Park of ability and possession of necessary facilities and financial resources to comply with the terms of the attached specifications and proposals. In addition, the contractor shall furnish the Village with any information the Village may request, and shall be prepared to show completed work of a similar nature to that included in its proposal. The Village reserves the right to visit and inspect the premises and operation of any contractor.

Rejection of Contractor

The Village will reject any proposal from any person, firm or corporation that appears to be in default or arrears on any debt, agreement or the payment of any taxes. The Village will reject any proposal from a contractor that failed to satisfactorily complete work for the Village under any previous agreement.

Conditions

Contractors are advised to become familiar with all conditions, instructions and specifications governing the work. Contractors shall be presumed to have investigated the work site, conditions and scope of the work before submitting a proposal.

Compliance with Applicable Laws

The contractor will strictly comply with all ordinances of the Village of Oak Park and Village Code and laws of the State of Illinois.

Governing Law

All agreements entered into by the Village of Oak Park are governed by the laws of the State of Illinois without regard to conflicts of law. Any action brought to enforce an agreement with the Village of Oak Park must be brought in the state and federal courts located in Cook County, Illinois.

Subletting of Agreement

No agreement awarded by the Village of Oak Park shall be assigned or any part sub-agreement without the written consent of the Village of Oak Park or as noted in the contractor's proposal. In no case shall such consent relieve the contractor from its obligations or change the terms of the agreement.

Interpretation of Agreement Documents

Any contractor with a question about this proposal may request an interpretation thereof from the Village. If the Village changes the proposal, either by clarifying it or by changing the specifications, the Village will issue a written addendum, and will mail a copy of the addendum to all prospective contractors. The Village will not assume responsibility for receipt of such addendum. In all cases, it will be the contractor's responsibility to obtain all addenda issued.

Contractors will provide written acknowledgment of receipt of each addendum issued with the proposal submission.

Minority Business and Women Business Enterprise Requirements

The Village of Oak Park, in an effort to reaffirm its policy of non-discrimination, encourages the efforts of contractors and subcontractors to take affirmative action in providing for Equal Employment Opportunity without regard to race, religion, creed, color, sex, national origin, age, handicap unrelated to ability to perform the job or protected veteran's status.

Licenses and Permits

The contractor shall be responsible for becoming a licensed contractor in the Village. The contractor shall also be responsible for obtaining any and all required permits from the Village's Development Customer Services Department (Building Permits Division). The Village shall waive all permit fees.

Agreement

The selected contractor shall enter into an Independent Contractor Agreement with the Village to complete the work in a form substantially similar to the agreement attached hereto. The agreement shall be executed by the contractor and returned, together with the contract bond within ten (10) calendar days after the agreement has been mailed to the contractor. The contractor shall execute three copies of the agreement. One fully executed copy will be returned to the contractor.

Notice to Proceed

Work shall begin within fourteen (14) days from the Notice to Proceed from the Village's Building Maintenance Superintendent. All work shall be completed in accordance with the detailed specifications set forth herein, unless the Building Maintenance Superintendent grants an extension.

Fees and Cost

In the event any action is brought to enforce any agreement entered into by the Village of Oak Park, or to collect any unpaid amount from the Village of Oak Park, each party bears the responsibility of paying its own attorneys' fees and costs.

Dispute Resolution

The Village of Oak Park does not agree to the mandatory arbitration of any dispute.

SECTION II **DETAILED SPECIFICATIONS**

See attached project manual, detailed specifications and design documents as submitted by the design firm of Kluber, Inc.

The selected contractor shall furnish all labor, supervision, supplies, tools, equipment, vehicles and other means necessary or proper for performing and completing the work. The selected contractor shall be responsible for the cleaning up of the job site and shall repair or restore all structures and property that may be damaged or disturbed during performance of the work to the satisfaction of the Village of Oak Park.

The agreement and work shall be carried out in conformance with the laws and regulations of the Village of Oak Park and these specifications. All work will be performed according to the standards set forth in the applicable building codes and standards, including mechanical, fire, plumbing, electric, accessibility, or any other applicable codes in force in the Village of Oak Park and State of Illinois.

Alterations, Omissions and Extra Work

The Village of Oak Park reserves the right to increase or decrease the quantity of any item or portion of the work, or to omit portions of the work as may be deemed necessary.

Job Site Conditions

To the fullest extent possible, the contractor will not allow its work to interfere with the critical operations of the Fire Department. Contractor will take all necessary actions as directed by the Village in that regard.

Material Storage: The contractor shall be responsible for the storage and safety of his own materials. The Village assumes no liability whatever for any material damaged or stolen on the premises. Any damage to, or loss by theft or vandalism of any material, appurtenance, or appliance, after such has been applied, connected or installed on Village property, shall be the sole responsibility of the contractor until the project is completed and accepted by the Village.

Safety Precautions: The contractor is solely responsible for implementing effective safety precautions on and around the work site to protect workers and other persons who might be affected and shall exercise every precaution at all times for the protection of the property. The contractor shall not leave any combustible materials or other fire hazards overnight or allowed them to accumulate. The contractor shall abide by all applicable laws, standards, and regulations that apply to the completion of the work, including EPA and OSHA safety standards and regulations.

Damage to Property: Contractor shall repair, at no additional cost to the Village, all damage to Village property caused by the contractor resulting from his work. Where repair of existing work is called for, such patching and replacement shall be made to blend with existing work so that the patch or replacement will be inconspicuous after finishing.

Daily Clean-up: The contractor shall keep the premises clean and orderly during the course of the work and all debris shall be removed on a continuous basis.

Method of Payment

The Village of Oak Park will pay monthly all undisputed invoices billed at the rates set forth in the contractor's proposal within 30 days of approval as provided in the Local Government Prompt Payment Act, 50 ILCS505/4. The maximum interest rate for any payment not made within 30 days of approval is 1%.

Change Orders

Change Orders: Changes in the Work may be agreed to after execution of the agreement, and without invalidating the agreement, if the change order is in writing and signed. Any changes to the scope of work which result in an increase in the agreement price will be subject to an agreement addendum which must be signed by both parties. Any such change order will be prepared by the Village. The contractor may only proceed with the change upon receipt of the written change order signed by the Village.

Emergency Changes: Contractor may perform work not included in the scope of work if necessary to remedy a condition that poses an immediate threat to persons or property. Work of this nature shall be carried out only to the extent of bringing the condition under control. The Village shall be notified immediately. A change order will then be negotiated and executed for the work performed, and for work remaining, if any.

Minor Changes (Field Orders): The Village may verbally authorize minor changes in the scope of work in order to prevent a delay in the progression of the work. These field orders may not involve a change in the agreement price or be inconsistent with the scope of work.

Changes Due to Unknown Conditions: The contractor is not responsible for changes in the work that are due to conditions that were not reasonably observable or conditions that have changed. In such cases, the contractor shall notify the Village and a change order will be negotiated.

Any change which results in a total agreement price in excess of \$10,000 must be approved by the Village of Oak Park Board of Trustees.

Correction of Work Prior To Final Payment

The Village has the right to stop work if the contractor fails to carry out the work in a manner acceptable to the Village. If the Village deems the contractor's work unacceptable, at the Village's election, the contractor shall do one of the following:

1. Promptly repair or replace the defective work, without expense to the Village, including costs associated with repairing any damage to property caused by the replacement work; or;
2. If the Village deems it unacceptable to have the contractor correct work which has been incorrectly done, a deduction from the agreement price shall be made based on the costs to the Village to have the work repaired. Such a deduction from the agreement price shall in no way affect the Village's other remedies or relieve the

contractor from responsibility for defects and related damage occurring as a result of defective or unacceptable work.

Contractor's Representative

The contractor shall have at all times a competent foreman or superintendent on the job that shall have full authority to act for the contractor, and to receive and execute orders from the Director of Public Works or appointed representative. Any instructions given to such superintendent or person executing work for the contractor shall be binding on the contractor as though given to him personally. Contractor's representative must be proficient in the use and interpretation of the English language.

Workers

The contractors shall employ competent laborers and shall replace, at the request of the Building Maintenance Superintendent any incompetent, unfaithful, abusive or disorderly workers in their employ. Only workers expert in their respective branches of work shall be employed where special skill is required. Inappropriate behavior or examples of unproductive work effort will not be tolerated. The Village has the right to require a contractor's employee to be immediately removed from the work crew if the above behavior is exhibited.

Dispute Resolution

All disputes, including collection disputes, shall be brought in the Circuit Court of Cook County, Illinois. This agreement shall be interpreted in accordance with the laws of the State of Illinois. In any dispute resolution process, each party shall bear its own costs, including attorney's fees. Any purported agreement between the parties that states terms contrary to this paragraph M will be deemed per se invalid.

Mandatory Qualifications for Contractor's Personnel

Crews shall include at least one (1) supervisor during any given shift.

1. No more than 50% of the crew may be trainees at any one time.
2. Supervisors must be fluent in the English language and capable of reading and writing English.
3. Technicians employed by the contractor selected shall be fully trained and skilled in safe and proper techniques. Specific training required must follow the OSHA standards (see *below*).
4. The contractor selected shall provide sufficient documentation, if requested by the Village, to demonstrate adequate training has been provided upon commencement of the agreement. Contractor selected shall submit statement outlining training program and method of verifying employee competency. Failure to do so may be ample cause for rejection of proposal. The use of technicians who are not adequately trained may be sufficient grounds for termination of the agreement.
5. The Village reserves the right to require immediate removal of any employee of the contractor selected deemed unfit for service for any reason. This right is non-negotiable and the

contractor selected agrees to this condition by accepting this agreement. The contractor selected shall have enough qualified personnel to replace a terminated employee within 24 hours. Failure to do so can result in the termination of the agreement.

OSHA Requirements

1. Material Safety Data Sheets – Contractor selected shall furnish the Village of Oak Park copies of Material Safety Data Sheets (MSDS), for all products used, prior to beginning service at Village facilities. In addition, each time a new chemical is introduced, a copy of that product’s MSDS must be provided to the Building Maintenance Superintendent prior to the product being used. The Material Safety Data Sheets must be in compliance with OSHA Regulation 1910.1200, paragraph g.
2. Labeling of Hazardous Materials – Contractor selected shall comply with OSHA regulation 1919.1200, paragraph f, concerning labeling of all chemical containers.
3. Caution Signs – Contractor selected shall use “caution signs” as required by OSHA Regulation 1910.44 and 1910.145 at no cost to the Village. Caution signs shall be on-site upon commencement of agreement.

Proof of compliance with OSHA regulation 1920.1200, Hazard Communication, shall be provided to the Building Maintenance Superintendent upon commencement of this agreement, if requested.

Failure of the contractor selected or his/her employees to comply with all applicable laws, regulations and rules shall permit the Village to immediately terminate this agreement without liability.

Prevailing Wages

Contractor and any applicable subcontractor shall pay prevailing wages as established by the Illinois Department of Labor and determined by the Village for each craft or type of work needed to execute the contract in accordance with the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.* (“Act”). Contractor shall prominently post the current schedule of prevailing wages at the Project site(s) and shall notify immediately in writing all of its subcontractors of all changes in the schedule of prevailing wages. Any increases in costs to Contractor due to changes in the prevailing rate of wage during the terms of any Contract shall be at the sole expense of Contractor and not at the expense of the Village, and shall not result in an increase to the Contract Price. Contractor shall be solely responsible to maintain accurate records as required by the Act and shall submit certified payroll records to the Village evidencing its compliance with the Act on no less than a monthly basis as required by the Act. Contractor shall be solely liable for paying the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the Work for the Project.

Contractor shall indemnify, hold harmless, and defend the Village, its officers, officials, employees, agents and volunteers (“Indemnified Parties”) against all regulatory actions, complaints, damages, claims, suits, liabilities, liens, judgments, costs and expenses, including reasonable attorney’s fees, which may in any way arise from or accrue against the Indemnified

Parties as a consequence of noncompliance with the Act or which may in any way result therefrom, including a complaint by the Illinois Department of Labor under Section 4(a-3) of the Act, 820 ILCS 130/4(a-3) that any or all of the Indemnified Parties violated the Act by failing to give proper notice to the Grantee or any other party performing work on the Public Improvements that not less than the prevailing rate of wages shall be paid to all laborers, workers and mechanics performing Work on the Project, including interest, penalties or fines under Section 4(a-3). The indemnification obligations of this section on the part of Contractor shall survive the termination or expiration of this Agreement. In any such claim, complaint or action against the Indemnified Parties, Contractor shall, at its own expense, appear, defend and pay all charges of reasonable attorney's fees and all reasonable costs and other reasonable expenses arising therefrom or incurred in connection therewith, and, if any judgment or award shall be rendered against the Indemnified Parties in any such action, Contractor shall at its own expense, satisfy and discharge such judgment or award.

SECTION III
SCOPE OF WORK

See attached project manual, detailed specifications and design documents as submitted by the design firm of Kluber, Inc. Plans, drawings and specifications will be available at the pre-bid meeting on August 30th. Plans can also be sent electronically to prospective bidders upon request. Contact Building Maintenance Superintendent, Vic Sabaliauskas at vics@oak-park.us to request plans.

*Addenda: The bidding contractor acknowledges receipt of Addenda as listed below and represents that any additions to, modifications of, or deletions from the Work specified, as called for in these Addenda, are included in the Base Bid Sum and the Alternates.
Contractor shall submit this form with their bid.*

<i>Addendum No.</i>	<i>Date</i>
_____	_____
_____	_____
_____	_____
_____	_____

SECTION IV
PROPOSAL FORM (Pricing)

The undersigned proposes to furnish all labor and materials required to complete the Work in accordance with the attached specifications and at the price indicated below.

Total Lump Sum Cost Base Bid: \$ _____

Alternates:

Alternate Bid No. 1:

Remove and replace existing asphalt shingles and underlayment on high hip and hose tower roofs. See sheets A320 and A1200 and Specification 07 31 13.

Total for Alt. No.1: \$ _____

24-Hour Emergency Call-back Number:

(____) _____

Printed Name: _____

Proposal Signature: _____

E-mail: _____

State of _____) County of _____)

(Type Name of Individual Signing)

being first duly sworn on oath deposes and says that the contractor on the above proposal is organized as indicated below and that all statements herein made on behalf of such Contractor and that their deponent is authorized to make them, and also deposes and says that deponent has examined and carefully prepared their proposal from the agreement specifications and has checked the same in detail before submitting this proposal; that the statements contained herein are true and correct.

Signature of contractor authorizes the Village of Oak Park to verify references of business and credit at its option.

Signature of contractor shall also be acknowledged before a Notary Public or other person authorized by law to execute such acknowledgments.

Dated: _____/____/2023 _____

_____. If the contractor is operating under
a trade name, said trade name is _____,
which name is registered with the office of _____
in the county of _____.

Signed: _____
Sole Proprietor

In compliance with the above, the undersigned offers and agrees, if his/her proposal is accepted within ninety (90) calendar days from date of opening, to furnish any or all of the items upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.

MUNICIPAL QUALIFICATION REFERENCE SHEET
(or attach separate form)

MUNICIPALITY _____

ADDRESS _____

CONTACT _____

PHONE _____ **E-mail:** _____

WORK PERFORMED _____

MUNICIPALITY _____

ADDRESS _____

CONTACT _____

PHONE _____ **E-mail:** _____

WORK PERFORMED _____

MUNICIPALITY _____

ADDRESS _____

CONTACT _____

PHONE _____ **E-mail:** _____

WORK PERFORMED _____

SECTION V
CONTRACTOR CERTIFICATION

_____, as part of its proposal on an agreement for construction Work
(Name of Contractor selected) for the Village of Oak Park, hereby certifies that said contractor selected
is not barred from proposing on the aforementioned agreement as a result of a violation to
either Section 33E-3 or 33E-4 of Article 33E of Chapter 38 of the Illinois Revised Statutes or
Section 2-6-12 of the Oak Park Village Code relating to "Proposing Requirement.

(Authorized Agent of Contractor selected)

Subscribed and sworn to before me this _____ day of _____, 2023.

Notary Public's Signature

- Notary Public Seal -

SECTION VI
TAX COMPLIANCE AFFIDAVIT

_____, being first duly sworn, deposes and says:

that he/she is _____ of
(partner, officer, owner, etc.)

(Contractor selected)

The individual or entity making the foregoing proposal or proposal certifies that he/she is not barred from entering into an agreement with the Village of Oak Park because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act, liability for the tax or the amount of the tax. The individual or entity making the proposal or proposal understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the agreement and allows the municipality to recover all amounts paid to the individual or entity under the agreement in civil action.

By:
Its:

(name of contractor if the contractor is an individual)
(name of partner if the contractor is a partnership)
(name of officer if the contractor is a corporation)

The above statement must be subscribed and sworn to before a notary public.

Subscribed and sworn to before me this _____ day of _____, 2023.

Notary Public's Signature

- Notary Public Seal -

Reporting Requirements

The following forms must be completed in their entirety, notarized and included as part of the proposal document. Failure to respond truthfully to any question on the list or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of your proposal.

SECTION VII
ORGANIZATION OF PROPOSING FIRM

Please fill out the applicable section:

A. Corporation:

The contractor is a corporation, legally named _____ and is organized and existing in good standing under the laws of the State of _____. The full names of its officers are:

President _____

Secretary _____

Treasurer _____

Registered Agent Name and Address: _____

The corporation has a corporate seal. (In the event that this proposal is executed by a person other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation that permits the person to execute the offer for the corporation.)

B. Sole Proprietor:

The contractor is a Sole Proprietor. If the contractor does business under an assumed name, the

assumed name is _____, which is registered with the Cook County Clerk. The contractor is otherwise in compliance with the Assumed Business Name Act, 805 ILCS 405/0.01, et. seq.

C. Partnership:

The contractor is a partnership which operates under the name _____

The following are the names, addresses and signatures of all partners:

Signature	Signature

(Attach additional sheets if necessary.) If so, check here _____.

If the partnership does business under an assumed name, the assumed name must be registered with the Cook County Clerk and the partnership is otherwise in compliance with the Assumed Business Name Act, 805 ILCS 405/0.01, et. seq.

D. Affiliates: The name and address of any affiliated entity of the business, including a description of the affiliation: _____

Signature of Owner

Subscribed to and sworn before me on the
_____ day of _____, 2023.

Notary Public

NAME OF SURETY

By: _____
Signature of Attorney-in-Fact

subscribed to and sworn before me on the
_____ day of _____, 2023.

Notary Public

SECTION IX
CONTRACT BOND



Contract Bond

_____, as PRINCIPAL, and _____ as SURETY, are held and firmly bound unto the Village of Oak Park (hereafter referred to as “Village”) in the penal sum of _____, well and truly to be paid to the Village, for the payment of which its heirs, executors, administrators, successors and assigns, are bound jointly to pay to the Village under the conditions of this instrument.

WHEREAS, THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the Principal has entered into a written contract with the Village, acting through its President and Board of Trustees, for the construction of work, which contract is hereby referred to and made a part hereof as if written herein at length, and whereby the Principal has promised and agreed to perform the work in accordance with the terms of the contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work, including paying not less than the prevailing rate of wages in Cook County, where the work is for the construction of any public work subject to the Prevailing Wage Act, and has further agreed to save and indemnify and keep harmless the Village against all liabilities, judgments, costs and expenses which may in any manner accrue against the Village in consequence of granting such contract or which may in any manner result from the carelessness or neglect of the Principal, his agents, employees or workmen in any respect whatever; and has further agreed that this bond will inure to the benefit of any person, firm, company, or corporation, to whom any money may be due from the Principal, subcontractor or otherwise, for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company, or corporation, for the recovery of any such money.

NOW THEREFORE, if the Principal shall well and truly perform the work in accordance with the terms of the contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to it for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in the contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of performance thereof and until the work shall have been accepted, and shall save and indemnify and keep harmless the Village against all liabilities, judgments, costs and expenses which may in any manner accrue against the Village in consequence of granting such contract or which may in any manner result from the carelessness or neglect of the Principal, his agents, employees or workmen in any respect whatever; and shall in all respects fully and faithfully comply with all the provisions, conditions, and requirements of the contract, then this obligation will be void; otherwise it will remain in full force and effect.

IN WITNESS WHEREOF, the PRINCIPAL and the SURETY have caused this instrument to be signed by their respective officers this ____ day of _____, 2023.

NAME OF PRINCIPAL

By: _____
Signature

By: _____
Printed Name

Its: _____
Title

Subscribed to and Sworn before me on the
_____ day of _____, 2023.

Notary Public

NAME OF SURETY

By: _____
Signature of Attorney-in-Fact

Subscribed to and Sworn before me on the
_____ day of _____, 2023.

Notary Public

SECTION X
COMPLIANCE AFFIDAVIT

I, _____, (print name) being first duly sworn on oath depose and state:

1. I am the (title) _____ of the proposing company and am authorized to make the statements contained in this affidavit on behalf of the company;
2. I have examined and carefully prepared this Proposal based on the request and have verified the facts contained in the Proposal in detail before submitting it;
3. The proposing company is organized as indicated above on the form entitled "Organization of Proposing Company."
4. I authorize the Village of Oak Park to verify the company's business references and credit at its option;
5. Neither the proposing company nor its affiliates¹ are barred from proposing on this project as a result of a violation of 720 ILCS 5/33E-3 or 33E-4 relating to Proposal rigging and Proposal rotating, or section 2-6-12 of the Oak Park Village Code relating to "Proposing Requirements".
6. The proposing company has the M/W/DBE status indicated below on the form entitled "EEO Report."
7. Neither the proposing company nor its affiliates is barred from agreementing with the Village of Oak Park because of any delinquency in the payment of any debt or tax owed to the Village except for those taxes which the proposing company is contesting, in accordance with the procedures established by the appropriate revenue act, liability for the tax or the amount of the tax. I understand that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the agreement and allows the Village of Oak Park to recover all amounts paid to the proposing company under the agreement in civil action.
8. I am familiar with Section 13-3-2 through 13-3-4 of the Oak Park Village Code relating to Fair Employment Practices and understand the contents thereof; and state that the proposing company is an "Equal Opportunity Employer" as defined by Section 2000(E) of Chapter 21, Title 42 of the United States Code Annotated and Federal Executive Orders #11246 and #11375 which are incorporated herein by reference. **Also complete the attached EEO Report or Submit an EEO-1.**
9. I certify that the contractor is in compliance with the Drug Free Workplace Act, 41 U.S.C.A, 702

Signature: _____

Name and address of Business: _____

Telephone _____ E-Mail _____

Subscribed to and sworn before me this _____ day of _____, 2023.

Notary Public

- Notary Public Seal -

¹ Affiliates means: (i) any subsidiary or parent of the agreementing business entity, (ii) any member of the same unitary business group; (iii) any person with any ownership interest or distributive share of the agreementing business entity in excess of 7.5%; (iv) any entity owned or controlled by an executive employee, his or her spouse or minor children of the agreementing business entity.

SECTION XI
M/W/DBE STATUS AND EEO REPORT

Failure to respond truthfully to any questions on this form, failure to complete the form or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of this Proposal.

1. Contractor Name: _____

2. Check here if your firm is:

- Minority Business Enterprise (MBE) (A firm that is at least 51% owned, managed and controlled by a Minority.)
- Women's Business Enterprise (WBE) (A firm that is at least 51% owned, managed and controlled by a Woman.)
- Owned by a person with a disability (DBE) (A firm that is at least 51% owned by a person with a disability)
- None of the above

[Submit copies of any W/W/DBE certifications]

3. What is the size of the firm's current stable work force?

_____ Number of full-time employees

_____ Number of part-time employees

4. Similar information will be requested of all sub-contractors working on this agreement. Forms will be furnished to the lowest responsible contractor with the notice of agreement award, and these forms must be completed and submitted to the Village before the execution of the agreement by the Village.

Signature: _____

Date: _____

EEO Report

Please fill out this form completely. Failure to respond truthfully to any questions on this form, or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of this Proposal. An incomplete form will disqualify your Proposal.

An EEO-1 Report may be submitted in lieu of this report

Contractor Name _____
 Total Employees _____

Job Category	Total # of Empl.	Total Males	Total Females	Black	Males				Females				Total Minorities
					Hispanic	American Indian	Alaskan Native	Asian & Pacific Islander	Hispanic	American Indian	Alaskan Native	Asian & Pacific Islander	
Officials & Managers													
Professionals													
Technicians													
Sales Workers													
Office & Clerical													
Semi-Skilled													
Laborers													
Service Workers													
Management Trainees													
Apprentices													

This completed and notarized report must accompany your Proposal. It should be attached to your Affidavit of Compliance. Failure to include it with your Proposal will be disqualify you from consideration.

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

(Name of Person Making Affidavit)

(Title or Officer)

of _____ and that the above EEO Report information is true and accurate and is submitted with the intent that it

be relied upon. Subscribed and sworn to before me this _____ day of _____, 2023.

 (Signature)

 (Date

SECTION XII
NO PROPOSAL EXPLANATION

If your company does not wish to propose on the attached specifications, the Village of Oak Park would be interested in any explanation or comment you may have as to what prevented your firm from submitting a Proposal.

Thank you.

Proposal Name:

Village of Oak Park Main Fire Station Bunk Room Renovations
Bid Number: 23-129
Issuance Date: 8/23/2023

Comments:

Signed: _____

Phone: _____



SAMPLE ONLY – DO NOT SIGN
INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (“Contract”) is entered into on the _____ day of _____ 2023, by and between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter the “Village”), and _____, a _____ (hereafter the “Contractor”).

WHEREAS, the Contractor submitted a Proposal to renovate the bunk room, locker room and restroom at the south fire station (hereinafter referred to as the “Work”), pursuant to the Village’s Request for Proposals, attached hereto and incorporated herein by reference; and

WHEREAS, the Contractor represented in said Proposal that it has the necessary personnel, experience, and competence to promptly complete the Work and the work required hereunder; and

WHEREAS, the Contractor’s Proposal is attached hereto and incorporated herein by reference into this Agreement; and

WHEREAS, the Contractor shall perform the Work pursuant to the terms and conditions of this Contract..

NOW, THEREFORE, in consideration of the premises and the mutual promises contained in this Contract,, and other good and valuable consideration received and to be received, it is mutually agreed by and between the parties as follows:

1. RECITALS INCORPORATED

The above recitals are incorporated herein as though fully set forth.

2. SCOPE OF WORK

The Contractor shall perform the Work in accordance with its Proposal for a total cost not to exceed \$_____ (“Contract Price”). The Contractor shall complete the Work in accordance with any applicable manufacturers’ warranties and in accordance with the Village’s Request for Proposals, the Contractor’s Proposal and this Contract, all of which, together shall constitute the Contract Documents. The Contractor acknowledges that it has inspected the sites where the work is to be performed and that it is fully familiar with all of the conditions at the sites, and further that its Proposal has adequately taken into consideration all of the conditions at the sites. The Contractor hereby represents and warrants that it has the skill and experience necessary to complete this Work in a good and workmanlike manner. The Contractor further represents and warrants that the Work will be completed in a good and workmanlike manner in accordance with the Contract Documents, and that the Work will be free from defects.

The Contractor shall achieve completion of all work required pursuant to the Contract

Documents by December 31, 2022 (“Contract Time”). The Contract Time is of the essence. In the event the Contractor fails to complete the Project on or before said date, the Village shall be entitled to liquidated damages in the amount of \$500.00 per day for each day the work remains uncompleted beyond the completion date set forth above. This amount is not a penalty, and the parties agree to said amount given the difficulties associated with determining or calculating damages to the Village in the event the Project is not completed on time. The Contractor shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time based upon conditions found at, or in the vicinity of, the site(s).

3. DESIGNATED REPRESENTATIVES

The Contractor shall designate in writing a person to act as its designated representative with respect to the Work to be performed under this Agreement. Such person shall have complete authority to transmit and receive instructions and information, interpret and define the Contractor's policies and decisions with respect to the Work governed by this Contract. The Village's Building Maintenance Superintendent shall have complete authority to transmit and receive instructions and information, interpret and define the Village's policies and decisions with respect to the Work governed by this Contract, or such other person as designated in writing by the Village Manager.

4. TERM OF CONTRACT

The Contractor shall perform the Work pursuant to this Contract beginning on the effective date as defined herein and ending on December 31st, 2022 or on the date that the Work is completed as determined by the Village. The Contractor shall invoice the Village for the Work provided pursuant to this Contract the rates set forth in its Proposal.

5. PAYMENT SCHEDULE

The Contractor shall, as a condition precedent to its right to receive any payment, submit to the Village an application for payment and such receipts, vouchers, and other documents as may be necessary to establish the Contractor's payment for all labor and material and the absence of any interest whether in the nature of a lien or otherwise of any party in any property, work, or fund with respect to the Work performed hereunder. Such documents shall include, where relevant, the following forms, copies of which are attached hereto:

- (i) Contractor's sworn statement;
- (ii) Contractor's partial or final waiver of lien;
- (iii) Subcontractor's sworn statement(s); and
- (iv) Subcontractor's partial or final waiver of lien.

Payment by the Village shall be conditioned upon an inspection by the Village of the

work completed and submission of required waivers by the Contractor. Payment by the Village shall in no way constitute a waiver of, or relieve the Contractor from, any defects in the work. All payments shall be made in accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.* Final payment for any Work performed by the Contractor pursuant to an invoice by the Contractor shall be made by the Village to the Contractor when the Contractor has fully performed the work and the work has been approved by the Village and submission of required waivers and paperwork by Contractor. Approval of the work and issuance of the final payment by the Village shall not constitute a waiver of, or release the Contractor from, any defects in the work.

The Village shall have the right to withhold from any payment due hereunder such amount as may reasonably appear necessary to compensate the Village for any actual or prospective loss due to Work which is defective or does not conform to the Contract Documents; damage for which the Contractor is liable hereunder; liens or claims of liens; claims of third parties, subcontractors, or material men; or any failure of the Contractor to perform any of its obligations under this Contract. The Village may apply any money withheld or due Contractor hereunder to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, and attorney's fees incurred, suffered, or sustained by the Village and chargeable to the Contractor.

6. TERMINATION

The Village may terminate this Contract for cause, which includes but is not necessarily limited to, the Contractor's failure to perform the work pursuant to this Contract. The Village shall provide the Contractor with five (5) days' written notice of a termination for cause pursuant to the provisions of Section 12 below. The Village may also terminate this Contract when it determines the same to be in its best interests by giving fourteen (14) days' written notice to the Contractor pursuant to the provisions of Section 12 below. In such event, the Village shall pay to the Contractor all amounts due for the work performed up to the date of termination.

7. COMPLIANCE WITH APPLICABLE LAWS

The Contractor shall comply with all applicable laws, regulations, and rules promulgated by any federal, state, county, municipal and/or other governmental unit or regulatory body now in effect during the performance of the work. By way of example only and not as a limitation, the following are included within the scope of the laws, regulations and rules with which the Contractor must comply: all forms of Workers Compensation Laws, all terms of the equal employment opportunity rules and regulations of the Illinois Department of Human Rights, statutes relating to contracts let by units of government, and all applicable civil rights and anti-discrimination laws and regulations.

8. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall waive any right of

contribution against the Village and shall indemnify and hold harmless the Village and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including, but not limited to, legal fees (attorney's and paralegal's fees, expert fees and court costs) arising out of or resulting from the performance of the Contractor's work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, other than the work itself, including the loss of use resulting therefrom, or is attributable to misuse or improper use of trademark or copyright-protected material or otherwise protected intellectual property, to the extent it is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right to indemnity which the Village would otherwise have. The Contractor shall similarly protect, indemnify and hold and save harmless, the Village, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses, including, but not limited to, legal fees incurred by reason of the Contractor's breach of any of its obligations under, or the Contractor's default of, any provisions of this Contract. The indemnification obligations under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation or Disability Benefit Acts or Employee Benefit Acts.

9. INSURANCE

The Contractor shall, at the Contractor's expense, secure and maintain in effect throughout the duration of this Contract, insurance of the following kinds and limits set forth in this Section. The Contractor shall furnish "Certificates of Insurance" to the Village before beginning Work on the Project pursuant to this Contract. All insurance policies shall be written with insurance companies licensed to do business in the State of Illinois and having a rating of at least A:VII according to the latest edition of the Best's Key Rating Guide; and shall include a provision preventing cancellation of the insurance policy unless thirty (30) days prior written notice is given to the Village. This provision shall also be stated on each Certificate of Insurance: "Should any of the above described policies be canceled before the expiration date, the issuing company shall mail fifteen thirty (30) days written notice to the certificate holder named to the left."

The limits of liability for the insurance required shall provide coverage for not less than the following amounts, or greater where required by law:

(A) **Commercial General Liability:**

- i. Coverage to include Broad Form Property Damage, Contractual and Personal Injury.

ii. Limits:		
General Aggregate		\$ 2,000,000.00
Each Occurrence		\$ 1,000,000.00

Personal Injury \$ 1,000,000.00

iii. Coverage for all claims arising out of the Contractor's operations or premises and anyone directly or indirectly employed by the Contractor.

(B) Workers' Compensation:

i. Workers' Compensation insurance shall be provided in accordance with the provisions of the laws of the State of Illinois, including occupational disease provisions, for all employees who perform the Work pursuant to this Contract, and if work is subcontracted pursuant to the provisions of this Contract, the Contractor shall require each subcontractor similarly to provide workers' compensation insurance. In case employees engaged in hazardous work under this Contract are not protected under the Workers' Compensation Act, the Contractor shall provide, and shall cause each subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

(C) Comprehensive Automobile Liability:

i. Comprehensive Automobile Liability coverage shall include all owned, hired, non-owned vehicles, and/or trailers and other equipment required to be licensed, covering personal injury, bodily injury and property damage.

ii. Limits:
Combined Single Limit \$1,000,000.00

(D) Umbrella:

i. Limits:
Each Occurrence/Aggregate \$ 5,000,000.00

(E) The Village, its officers, employees, agents and volunteers shall be named as additional insureds on all insurance policies set forth herein except Workers' Compensation. The Contractor shall be responsible for the payment of any deductibles for said insurance policies. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, employees, agents, and volunteers.

(F) The Contractor understands and agrees that any insurance protection required by this Contract or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Village, its officers, employees, agents and volunteers as herein provided.

10. GUARANTY

The Contractor warrants and guarantees that its Work provided for the Project to be performed under this Agreement, and all workmanship, materials, equipment, and supplies performed, furnished, used, or installed under this Contract, shall be free from

defects and flaws in workmanship or design; shall strictly conform to the requirements of this Contract; and shall be fit and sufficient for the purposes expressed in, or reasonably inferred from, this Contract. The Contractor further warrants and guarantees that the strength of all parts of all manufactured materials, equipment, and supplies shall be adequate and as specified and that the performance requirements of this Contract shall be fulfilled.

The Contractor shall, at no expense to the Village, correct any failure to fulfill the above guaranty that may appear at any time. In any event, the guaranty herein expressed shall not be sole and exclusive, and is additional to any other guaranty or warranty expressed or implied.

11. AFFIDAVIT OR CERTIFICATE

The Contractor shall furnish any affidavit or certificate in connection with the work covered by this Contract as required by law.

12. NOTICES

Any notice required to be given by this Contract shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, or personal service, or by facsimile transmission to the persons and addresses indicated below or to such addresses and persons as either party hereto shall notify the other party of in writing pursuant to the provisions of this Section:

To the Village:

Village Manager
Village of Oak Park
123 Madison Street
Oak Park, Illinois 60302-4272
Email: villagemanger@oak-park.us
Facsimile: (708) 358-5101

To the Contractor:

Email: _____
Facsimile: _____

Mailing of such notice as and when above provided shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

Notice of facsimile transmission shall be effective as of date and time of facsimile transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00 a.m. to 5:00 p.m. Chicago time). In the event facsimile notice transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission.

13. AUTHORITY TO EXECUTE

The individuals executing this Contract on behalf of the Contractor and the Village represent that they have the legal power, right, and actual authority to bind their respective parties to the terms and conditions of this Contract.

14. EFFECTIVE DATE

The effective date of this Contract reflected above and below shall be the date that the Village Manager executes this Contract behalf of the Village.

15. ENTIRE CONTRACT; APPROVAL OF SUBCONTRACTORS

This Contract, including the documents incorporated by reference herein, sets forth the entire Contract of the parties with respect to the accomplishment of the Work. No right or interest in this Contract shall be assigned, in whole or in part, by either party without the prior written consent of the other party. The Village reserves the right to approve the use of subcontractors to complete any portion of the Work and to approve any applicable contract between the Contractor and a proposed subcontractor to perform any of the Work. This Contract shall be binding upon the parties and upon their respective heirs, executors, administrators, personal representatives, successors, and assigns, except as herein provided.

16. INDEPENDENT CONTRACTOR

The Contractor shall have the full control of the ways and means of performing the work referred to above and that the Contractor and its employees, representatives or subcontractors are not employees of the Village, it being specifically agreed that the Contractor bears the relationship of an independent contractor to the Village. The Contractor shall solely be responsible for the payment of all salaries, benefits and costs of supplying personnel for the Work.

17. CONTRACT BOND

The Contractor, before commencing the work on the Project, shall furnish a Contract Bond. The Contract Bond shall be in an amount equal to 100% of the full amount of the Contract Sum as security for the faithful performance of its obligations pursuant to the Contract Documents and as security for the payment of all persons performing labor and furnishing materials in connection with the Contract Documents. Such bond shall be on standard AIA Documents, shall be issued by a surety satisfactory to the Village, and shall name the Village as a primary co-obligee. The Contract Bond shall become a part of the Contract Documents. The failure of Contractor to supply the required Contract Bond within ten (10) days after the Notice of Award or within such extended period as the Village may grant if the Contract Bond does not meet its approval shall constitute a default, and the Village may either award the Contract to the next lowest responsible proposer or re-advertise for proposals. A charge against the defaulting Contractor may be made for the difference between the amount of the

Contractor's Proposal and the amount for which a contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the proposal guarantee.

18. GOVERNING LAW AND VENUE

This Contract shall be governed by the laws of the State of Illinois both as to interpretation and performance. Venue for any action pursuant to this Contract shall be in the Circuit Court of Cook County, Illinois.

19. AMENDMENTS AND MODIFICATIONS

This Contract may be modified or amended from time-to-time provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly authorized and signed by the authorized representative of the Village and the authorized representative of the Contractor.

20. NON-WAIVER OF RIGHTS

No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under this Contract shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

21. CONFLICT

In case of a conflict between any provision(s) of the Village's Request for Proposals or the Contractor's Proposal and this Contract, this Contract and the Village's Request for Proposals shall control to the extent of such conflict.

22. HEADINGS AND TITLES

The headings and titles provided in this Contract are for convenience only and shall not be deemed a part of this Contract.

23. COOPERATION OF THE PARTIES

The Village and the Contractor shall cooperate in the provision of the Work to be provided by Contractor pursuant to this Contract and in compliance with applicable laws, including, but not limited to, the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq. ("FOIA"), and the provision of any documents and information pursuant to a FOIA request. The Contractor shall provide any and all documents to the Village pursuant to a FOIA request at no cost to the Village.

24. COUNTERPARTS; FACSIMILE OR PDF SIGNATURES

This Contract may be executed in counterparts, each of which shall be considered an original and together shall be one and the same Contract. A facsimile or pdf copy of this Agreement and any signature(s) thereon will be considered for all purposes as an original.

25. CERTIFIED PAYROLL

Contractor shall be solely responsible to maintain accurate records reflecting its payroll for its employees who perform any of the Work for the Village pursuant to this Contract and shall submit certified payroll records to the Village's Director of Public Works at any time during the term of this Contract. Contractor shall provide said certified payroll records within seven (7) days upon the request of the Director of Public Works.

26. PREVAILING WAGE

Contractor and any applicable subcontractor shall pay prevailing wages as established by the Illinois Department of Labor and determined by the Village for each craft or type of work needed to execute the contract in accordance with the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.* ("Act"). Contractor shall prominently post the current schedule of prevailing wages at the Project site(s) and shall notify immediately in writing all of its subcontractors of all changes in the schedule of prevailing wages. Any increases in costs to Contractor due to changes in the prevailing rate of wage during the terms of any Contract shall be at the sole expense of Contractor and not at the expense of the Village, and shall not result in an increase to the Contract Price. Contractor shall be solely responsible to maintain accurate records as required by the Act and shall submit certified payroll records to the Village evidencing its compliance with the Act on no less than a monthly basis as required by the Act. Contractor shall be solely liable for paying the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the Work for the Project.

Contractor shall indemnify, hold harmless, and defend the Village, its officers, officials, employees, agents and volunteers ("Indemnified Parties") against all regulatory actions, complaints, damages, claims, suits, liabilities, liens, judgments, costs and expenses, including reasonable attorney's fees, which may in any way arise from or accrue against the Indemnified Parties as a consequence of noncompliance with the Act or which may in any way result therefrom, including a complaint by the Illinois Department of Labor under Section 4(a-3) of the Act, 820 ILCS 130/4(a-3) that any or all of the Indemnified Parties violated the Act by failing to give proper notice to the Grantee or any other party performing work on the Public Improvements that not less than the prevailing rate of wages shall be paid to all laborers, workers and mechanics performing Work on the Project, including interest, penalties or fines under Section 4(a-3). The indemnification obligations of this section on the part of Contractor shall survive the termination or expiration of this Agreement. In any such claim, complaint or action against the Indemnified Parties, Contractor shall, at its own expense, appear, defend and pay all

charges of reasonable attorney's fees and all reasonable costs and other reasonable expenses arising therefrom or incurred in connection therewith, and, if any judgment or award shall be rendered against the Indemnified Parties in any such action, Contractor shall at its own expense, satisfy and discharge such judgment or award.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK -
SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed by their duly authorized representatives on the days and dates set forth below.

VILLAGE OF OAK PARK

CONTRACTOR

By:
Its: Village Manager

By:
Its:

Date: _____, 2023

Date: _____, 2023

ATTEST

ATTEST

By:
Its: Village Clerk

By:
Its:

Date: _____, 2023

Date: _____, 2023

GENERAL NOTES

ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS SET FORTH BY IBC 2018 EDITION AND SHALL CONFORM TO ALL OTHER APPLICABLE MUNICIPAL, STATE, AND FEDERAL REGULATIONS INCLUDING THE ILLINOIS ACCESSIBILITY CODE (2018) AND THE AMERICANS WITH DISABILITIES ACT.

A. GENERAL NOTES

- 1. ALL CONTRACTORS ARE REQUIRED TO VISIT THE SITE AND BE KNOWLEDGEABLE REGARDING EXISTING CONDITIONS AND THEIR EFFECT ON THE PROPOSED WORK. CONTRACTORS SHALL VERIFY AND BE RESPONSIBLE FOR ANY CONDITIONS REQUIRING MODIFICATION BEFORE PROCEEDING WITH THE PROJECT.
2. NOTIFY THE OWNER'S REPRESENTATIVE A MINIMUM OF 72 HOURS PRIOR TO THE INTERRUPTION OF ANY UTILITY.
3. PROTECT AND KEEP IN SERVICE ACTIVE UNDERGROUND UTILITIES, PIPES, OR CONDUITS, WHETHER INDICATED ON THE DRAWINGS OR NOT, UNLESS SPECIFICALLY CALLED FOR TO BE REMOVED, RELOCATED, OR DISCONNECTED AND ABANDONED.
4. CONTRACTORS AND SUBCONTRACTORS SHALL COORDINATE THEIR WORK WITH THAT OF OTHER TRADES.
5. NO WORK WILL BE PERMITTED TO BE INSTALLED WITHOUT RECEIPT AND SUBSEQUENT REVIEW OF FULL AND COMPLETE SUBMITTALS BY THE ARCHITECT/ENGINEER.
6. DO NOT SCALE DRAWINGS, DIMENSIONS INDICATED TAKE PRECEDENCE OVER SCALE.
7. VERIFY ALL DIMENSIONS AND ELEVATIONS IN THE FIELD. WHERE DISCREPANCIES ARE FOUND BETWEEN DIMENSIONS OR ELEVATIONS SHOWN AND ACTUAL FIELD CONDITIONS, NOTIFY ARCHITECT/ENGINEER.
8. WHERE CONFLICTS MAY EXIST BETWEEN THE REQUIREMENTS OF PORTIONS OF THE CONTRACT DOCUMENTS, THE GREATER QUANTITY, HIGHER QUALITY OR MORE STRINGENT REQUIREMENT SHALL GOVERN. THEREFORE, BY EXECUTING A CONTRACT FOR CONSTRUCTION, THE CONTRACTOR AGREES THAT, IF IT RAISED NO QUESTIONS REGARDING SUCH CONFLICTS DURING THE BIDDING PROCESS, AND IN THE ABSENCE OF A CLARIFYING ADDENDUM ISSUED DURING THE BIDDING PROCESS, IT HAS VOLUNTEERED TO COMPLY WITH THE MORE EXPENSIVE REQUIREMENT AS PART OF ITS BASE BID AND IS NOT ENTITLED TO ANY ADDITIONAL COMPENSATION TO RESOLVE THE CONFLICT.
9. THE CONTRACT DOCUMENTS REQUIRE THE CONTRACTOR TO FURNISH AND INSTALL COMPLETE PRODUCTS, SYSTEMS AND SERVICES. BY EXECUTING A CONTRACT FOR CONSTRUCTION, THE CONTRACTOR AGREES THAT THE DRAWINGS SET FORTH THE DESIGN INTENT AND, THEREFORE, MAY NOT EXPRESSLY DEPICT EVERY LENGTH, SEGMENT, PIECE, PART, COMPONENT OR UNIT OF A PRODUCT, SYSTEM OR SERVICE. THE CONTRACTOR FURTHER AGREES THAT, AS PART OF ITS BID, IT MUST FURNISH AND INSTALL EVERY LENGTH, SEGMENT, PIECE, PART, COMPONENT OR UNIT OF A PRODUCT, SYSTEM OR SERVICE AND, CONSEQUENTLY, THE CONTRACTOR IS NOT ENTITLED TO ANY ADDITIONAL COMPENSATION FOR ANY LENGTH, SEGMENT, PIECE, PART COMPONENT OR UNIT OF A PRODUCT, SYSTEM OR SERVICE BECAUSE IT IS NOT EXPRESSLY DEPICTED HEREIN.

B. MISCELLANEOUS AND DEMOLITION NOTES

- 1. COORDINATE PENETRATIONS AND/OR SLEEVES REQUIRED IN WALLS, FLOORS, CEILINGS OR ROOFS FOR MECHANICAL AND ELECTRICAL WORK REQUIRED BY ARCHITECTURAL, MECHANICAL, ELECTRICAL, AND PLUMBING DRAWINGS.
2. SEAL WITH UL APPROVED MATERIALS PENETRATIONS OF DUCTWORK, CONDUIT AND PIPES THROUGH FIRE-RATED ASSEMBLIES. TO MAINTAIN THE RATING INTEGRITY OF THOSE ASSEMBLIES, PROVIDE FIRE DAMPERS AS INDICATED ON THE DRAWINGS.
3. SEAL WITH ACOUSTICAL SEALANT PENETRATIONS OF DUCTWORK, CONDUIT AND PIPES THROUGH NON-RATED FLOORS, FULL-HEIGHT WALLS/PARTITIONS, ACOUSTICALLY INSULATED WALLS/PARTITIONS, AND SOUND-RATED WALLS/PARTITIONS, TO MAINTAIN THE ACOUSTICAL INTEGRITY OF THOSE ASSEMBLIES.
4. APPLY APPROPRIATE & COMPATIBLE SEALANT MATERIALS AS REQUIRED TO SEPARATE DISSIMILAR METALS, FILL GAPS IN EXISTING ASSEMBLIES OR WHERE NEW AND EXISTING ASSEMBLIES MEET OR WHERE OTHERWISE REQUIRED BY THE SPECIFICATIONS.
5. BRING ANY UNFORESEEN OR CONFLICTING CONDITIONS TO THE IMMEDIATE ATTENTION OF THE ARCHITECT/ENGINEER BEFORE PROCEEDING WITH THE WORK.
6. REPAIR, PATCH, OR REPLACE FINISH MATERIALS OR VISIBLE ASSEMBLIES THAT ARE SOILED, CUT OR DAMAGED IN ANY FASHION DURING THE COURSE OF THE WORK. PERFORM PATCHING SUCH THAT EDGES BLEND INTO CONTIGUOUS SURFACES SMOOTHLY, MATCHING TEXTURE AND COLOR OF ADJACENT SURFACES.

STANDARD ABBREVIATIONS

Table with 4 columns of abbreviations and their corresponding full names. Includes terms like AT ANCHOR BOLT, EWH ELECTRIC WATER HEATER, PTN PARTITION, etc.

THE MATERIALS, ABBREVIATIONS, AND DRAFTING SYMBOLS LEGEND ARE EACH AN ALL INCLUSIVE MASTER LIST USED BY THIS FIRM. THE INCLUSION OF THESE LEGENDS INTO THESE DOCUMENTS DOES NOT IMPLY THAT ALL THE SYMBOLS OR MATERIALS INCLUDED IN THESE LEGENDS ARE INCORPORATED INTO THIS PROJECT. ABBREVIATIONS MAY APPEAR WITH PERIODS OR OTHER PUNCTUATION SEPARATING CHARACTERS ON THE DRAWINGS; THE MEANING REMAINS THE SAME.

DRAFTING SYMBOLS AND MATERIALS LEGEND

Table of drafting symbols and materials legend. Includes items like DETAIL NUMBER, COLUMN NO., ROOM NUMBER, TOILET ACCESSORY IDENTIFICATION, etc.



Oak Park

PROJECT

FIRE STATION #3 - ROOF REPLACEMENT
900 S. EAST AVENUE
OAK PARK, IL 60302

OWNER

VILLAGE OF OAK PARK
201 SOUTH BOULEVARD
OAK PARK, IL 60302

ARCHITECT/ENGINEER

KLUBER ARCHITECTS + ENGINEERS
41 W BENTON STREET
AURORA, ILLINOIS 60506
TEL (630) 406-1213
FAX (630) 406-9472
www.kluberinc.com

INDEX OF DRAWINGS

Table with 2 columns: Drawing Number and Description. Includes G100 COVER SHEET, A320 DEMOLITION & NEW WORK ROOF, A1200 SECTION DETAILS.

REQUIRED CODE COMPLIANCE INFORMATION

REQUIRED PLAN COVER SHEET INFORMATION FOR REVIEW UNDER 2018 INTERNATIONAL CODES, STATE OF ILLINOIS ACCESSIBILITY CODE, AND THE STATE OF ILLINOIS PLUMBING CODE CODE REVIEW DATA

APPLICABLE CODES

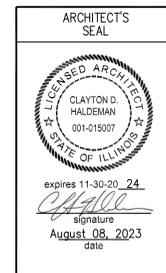
- 2018 INTERNATIONAL BUILDING CODE
2018 INTERNATIONAL MECHANICAL CODE
2018 INTERNATIONAL FUEL AND GAS CODE
2018 INTERNATIONAL EXISTING BUILDING CODE
2018 INTERNATIONAL FIRE CODE
2017 NATIONAL ELECTRICAL CODE
LOCAL AMENDMENTS TO THE ABOVE CODES
2018 ILLINOIS PLUMBING CODE
2021 ILLINOIS ENERGY CONSERVATION CODE (2021 INTERNATIONAL ENERGY CONSERVATION CODE W/STATE AMENDMENTS)
2018 ILLINOIS ACCESSIBILITY CODE

GENERAL STATEMENT OF OVERALL PROJECT SCOPE AND INTENT: PROJECT CONSISTS OF REPAIR & REPLACING EXISTING ROOF & FASCIA AREAS, BUILDING COMPONENTS AND SYSTEMS MODIFIED OR REPLACED AS PART OF THE WORK OF THIS PROJECT HAVE BEEN BROUGHT UP TO MEET THE REQUIREMENTS OF THE APPLICABLE CURRENT CODES.

- A. USE AND OCCUPANCY GROUP(S) CLASSIFICATION: B, S-1, S-2, R-3.
B. TYPE OF CONSTRUCTION: VB
C. SQUARE FOOTAGE OF BUILDING: 5,300 SQ. FT.
ALLOWABLE SQUARE FOOTAGE: NOT APPLICABLE; NO CHANGE OF USE. FULLY SPRINKLERED; ALARMED
D. OCCUPANT LOAD BASED ON INTERNATIONAL BUILDING CODE: N/A
E. OCCUPANT LOAD BASED ON ILLINOIS PLUMBING CODE: N/A
F. DESIGNED LIVE LOADS: NOT APPLICABLE; THIS IS AN EXISTING BUILDING, TO WHICH NO MODIFICATIONS ARE BEING MADE TO STRUCTURAL COMPONENTS.
G. THE DESIGN PROFESSIONALS IN RESPONSIBLE CHARGE ARE IDENTIFIED IN THE SEALS AND CERTIFICATES AREA, BELOW.

SEALS & CERTIFICATIONS

I HAVE PREPARED, OR CAUSED TO BE PREPARED UNDER MY DIRECT SUPERVISION, THE ATTACHED PLANS AND SPECIFICATIONS AND STATE THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND TO THE EXTENT OF MY CONTRACTUAL OBLIGATION, THEY ARE IN COMPLIANCE WITH IBC 2018 EDITION, THE ENVIRONMENTAL BARRIERS ACT AND THE ILLINOIS ACCESSIBILITY CODE.



KLUBER, INC. ILLINOIS PROFESSIONAL DESIGN FIRM LICENSE #184-001284

"G" SERIES, "A" SERIES



Kluber, Inc.
Aurora, Illinois 60506
Tel: (630) 406-1213
Chicago, Illinois 60606
Tel: (773) 607-2070
www.kluberinc.com

FIRE STATION #3 - ROOF REPLACEMENT
VILLAGE OF OAK PARK
900 S. EAST AVENUE
OAK PARK, IL 60302

Table with 2 columns: Job No. and Date. Includes JOB NO. 23-475-1483, DRAWN PJT, CHECKED CDH, APPROVED CDH.

SHEET TITLE
COVER SHEET, GENERAL NOTES, SYMBOLS & DRAWING INDEX
SHEET NUMBER

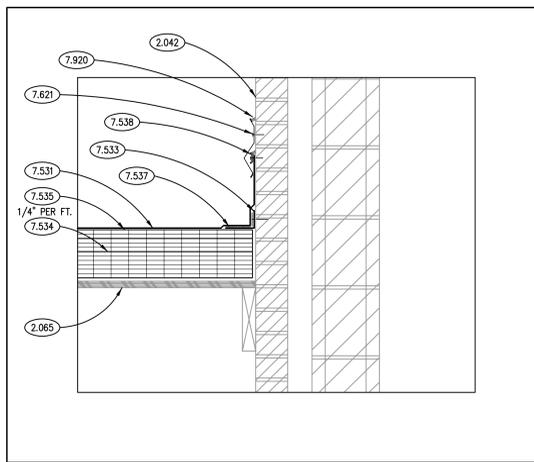
G100

KEYNOTES

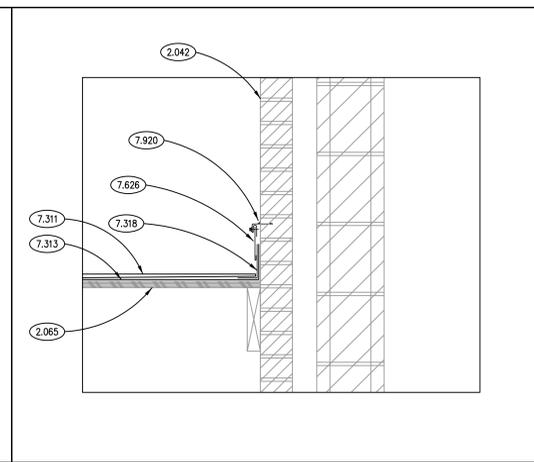
KEYNOTES ARE NOT ALWAYS REPEATED ACROSS ALL DRAWINGS ON THIS SHEET. AN UN-KEYNOTED ITEM ON THIS SHEET IS THE SAME AS A KEYNOTED ITEM ON THIS SHEET HAVING THE SAME GRAPHIC APPEARANCE.

- 2.042 EXISTING BRICK MASONRY.
- 2.043 EXISTING STONE SILL.
- 2.061 EXISTING WOOD BLOCKING.
- 2.062 EXISTING WOOD FASCIA BOARD(S).
- 2.064 EXISTING WOOD TONGUE & GROOVE SOFFIT BOARD(S).
- 2.065 EXISTING PLYWOOD DECKING.
- 2.080 EXISTING WINDOW TO REMAIN.

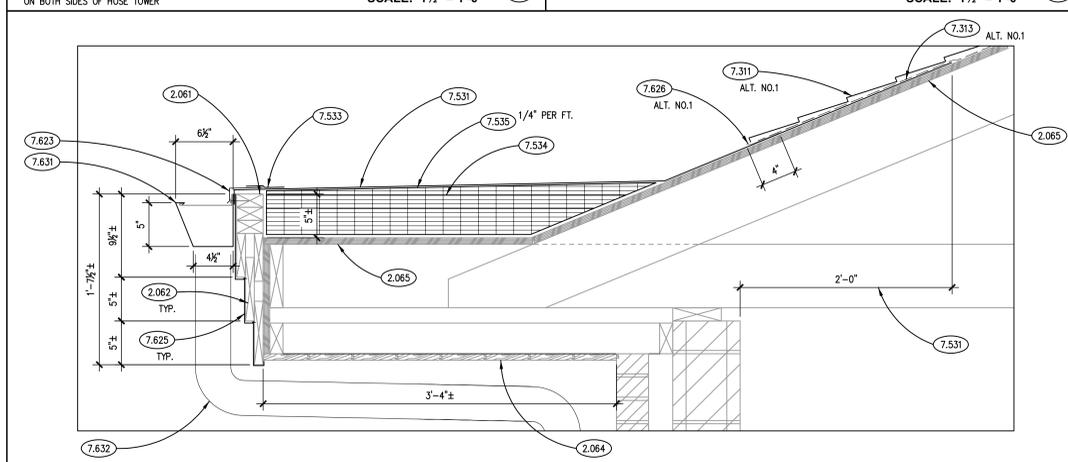
- 7.311 ASPHALT SHINGLES.
- 7.313 ASPHALT SHINGLES SHEET MATERIAL: UNDERLAYMENT.
- 7.318 ASPHALT SHINGLES METAL FLASHING: BASE FLASHING; MATERIAL, THICKNESS AND FINISH AS SPECIFIED.
- 7.531 ELASTOMERIC MEMBRANE ROOFING MATERIAL: EPDM MEMBRANE.
- 7.533 ELASTOMERIC MEMBRANE ROOFING MATERIAL: FLEXIBLE EPDM FLASHING.
- 7.534 ELASTOMERIC MEMBRANE ROOFING MATERIAL: RIGID INSULATION; PROVIDE THICKNESS TO ACHIEVE ROOF SLOPE.
- 7.535 ELASTOMERIC MEMBRANE ROOFING MATERIAL: RIGID INSULATION; TAPERED; 1/8" PER FOOT SLOPE U.N.O.
- 7.537 ELASTOMERIC MEMBRANE ROOFING MATERIAL: ADHESIVE.
- 7.538 ELASTOMERIC MEMBRANE ROOFING ACCESSORY: TERMINATION BAR WITH SEALANT BEAD.
- 7.539 ELASTOMERIC MEMBRANE ROOFING MATERIAL: 1" THK. RIGID INSULATION.
- 7.621 METAL COUNTERFLASHING: MATERIAL, THICKNESS AND FINISH AS SPECIFIED.
- 7.623 SHEET METAL ROOF EDGE FLASHING: MATERIAL, THICKNESS AND FINISH AS SPECIFIED.
- 7.625 SHEET METAL FASCIA FLASHING: MATERIAL, THICKNESS AND FINISH AS SPECIFIED.
- 7.626 SHEET METAL COUNTERFLASHING: MATERIAL, THICKNESS AND FINISH AS SPECIFIED.
- 7.631 METAL GUTTER: MATERIAL, THICKNESS AND FINISH AS SPECIFIED.
- 7.632 METAL DOWNSPOUT: MATERIAL, THICKNESS AND FINISH AS SPECIFIED.
- 7.920 JOINT SEALANT: REFER TO SCHEDULE IN SPECIFICATION SECTION 07 92 00; PROVIDE BACKER ROD OR BOND BREAKER.



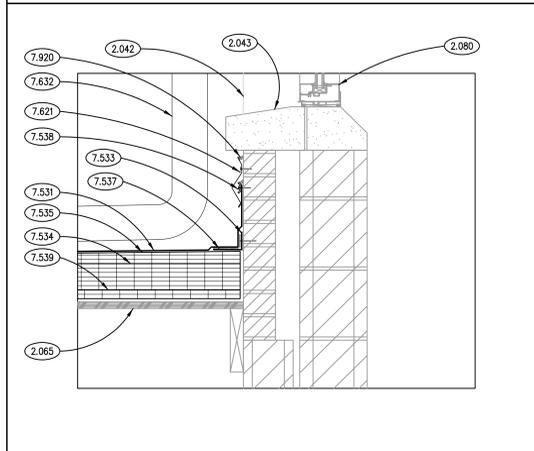
TYP. SECTION DETAIL 5
SCALE: 1/2" = 1'-0"



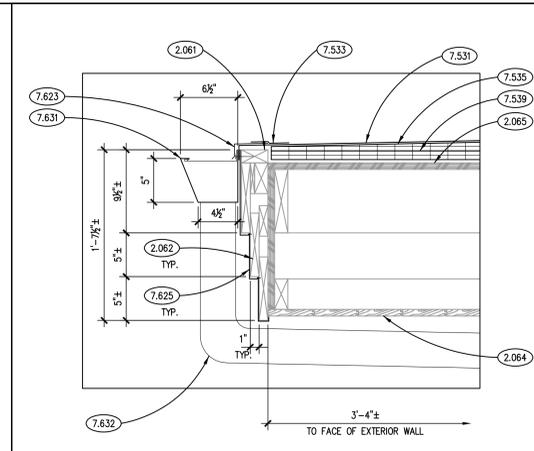
ALT. NO.1 - SECTION DETAIL 4
SCALE: 1/2" = 1'-0"



TYPICAL SECTION DETAIL 3
SCALE: 1/2" = 1'-0"



TYPICAL SECTION DETAIL 2
SCALE: 1/2" = 1'-0"



TYPICAL SECTION DETAIL 1
SCALE: 1/2" = 1'-0"

GENERAL NOTES

1. REFER TO DRAWING G100 FOR PROJECT GENERAL NOTES.
2. EXISTING LOW SLOPE ROOFING SYSTEM IS COMPRISED OF THE FOLLOWING LAYERS FROM TOP TO BOTTOM: GRAVEL-SURFACED BUILT-UP ROOFING MEMBRANE, RIGID BOARD INSULATION AND WOOD DECKING.
3. EXISTING HIGH HIP ROOF WITH LOW SLOPE ENDS IS COMPRISED OF THE FOLLOWING LAYERS FROM TOP TO BOTTOM: ASPHALT SHINGLES, UNDERLAYMENT & WOOD DECKING.
4. ROOF PITCH OF EXISTING ASPHALT SHINGLED AREAS IS APPROXIMATELY 6:12.
5. PAINT UNDERSIDE OF EXISTING TONGUE & GROOVE SOFFIT BOARDS ON LOW & HIGH ROOFS.
6. PROVIDE STACK BOOTS ON MECHANICAL & PLUMBING UNITS.
7. INSTALL NEW EPDM MEMBRANE AROUND EXISTING MECHANICAL UNITS ACCORDANCE W/ 2015 NRCA ROOFING MANUAL: CONSTRUCTION DETAIL EPDM-13.
8. ALTERNATE NO.1 - REMOVE AND REPLACE EXISTING ASPHALT SHINGLES AND UNDERLAYMENT ON HIGH HIP AND WATER HOSE TOWER ROOFS.

ISSUED	
REVISED	
DATE	
BY	
DESCRIPTION	

JOB NO.	23-475-1483
DRAWN	PJT
CHECKED	CDH
APPROVED	CDH

SHEET TITLE

SECTION DETAILS

SHEET NUMBER

A1200

NOTE: SCALES DEPICTED ON THIS DRAWING ARE NOT CORRECT UNLESS PLOTTED SHEET SIZE IS 30 X 42 INCHES.

**PROJECT MANUAL
FOR**

**FIRE STATION #3 ROOF REPLACEMENT
900 S. EAST AVENUE
OAK PARK, ILLINOIS 60302**

OWNER

**VILLAGE OF OAK PARK
123 MADISON STREET
OAK PARK, ILLINOIS 60302**

ARCHITECT / ENGINEER

**KLUBER, INC.
41 W. BENTON STREET
AURORA, ILLINOIS 60506**



**SECTION 00 01 01
PROJECT TITLE PAGE**

PROJECT MANUAL

FOR

FIRE STATION #3 ROOF REPLACEMENT

900 S. EAST AVENUE

OAK PARK, ILLINOIS 60302

OWNER

VILLAGE OF OAK PARK

123 MADISON STREET

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ARCHITECT / ENGINEER

KLUBER ARCHITECTS + ENGINEERS

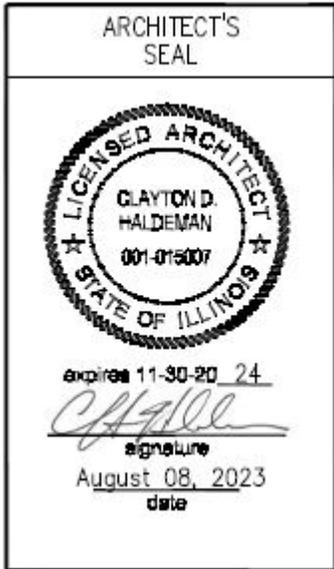
41 W. BENTON STREET

AURORA, ILLINOIS 60506

END OF DOCUMENT

SECTION 00 01 07
SEALS PAGE

1.01 DESIGN PROFESSIONALS' SEALS
A. ARCHITECT



END OF DOCUMENT

**SECTION 00 01 10
TABLE OF CONTENTS**

PROCUREMENT AND CONTRACTING REQUIREMENTS	PAGES
INTRODUCTORY INFORMATION	
00 01 01 Project Title Page	00 01 01-1-1
00 01 07 Seals Page	00 01 07-1-1
00 01 10 Table of Contents	00 01 10-1-1
00 01 15 Drawing Index	00 01 15-1-1
BIDDING REQUIREMENTS	
00 31 13 Preliminary Schedule	00 31 13-1-1
00 43 23 Bid Form Supplement - List of Alternates	00 43 23-1-1
SPECIFICATIONS	PAGES
DIVISION 01 -- GENERAL REQUIREMENTS	
01 10 00 Summary	01 10 00-1-1
01 20 00 Price and Payment Procedures	01 20 00-1-5
01 21 00 Allowances	01 21 00-1-1
01 23 00 Alternates	01 23 00-1-1
01 30 00 Administrative Requirements (1 Page Attachment)	01 30 00-1-10
01 40 00 Quality Requirements	01 40 00-1-4
01 41 00 Regulatory Requirements	01 41 00-1-2
01 42 00 References	01 42 00-1-5
01 50 00 Temporary Facilities and Controls	01 50 00-1-2
01 60 00 Product Requirements (1 Page Attachment)	01 60 00-1-5
01 70 00 Execution and Closeout Requirements	01 70 00-1-5
01 77 00 Closeout Procedures	01 77 00-1-2
01 78 00 Closeout Submittals	01 78 00-1-2
DIVISION 06 -- WOOD, PLASTICS, AND COMPOSITES	
06 10 00 Rough Carpentry	06 10 00-1-3
DIVISION 07 -- THERMAL AND MOISTURE PROTECTION	
07 01 50.19 Preparation for Re-Roofing	07 01 50.19-1-3
07 31 13 Asphalt Shingles	07 31 13-1-6
07 53 00 Elastomeric Membrane Roofing	07 53 00-1-7
07 62 00 Sheet Metal Flashing and Trim	07 62 00-1-4
07 71 00 Roof Specialties	07 71 00-1-2

END OF SECTION

**SECTION 00 01 15
DRAWING INDEX**

1.01 GENERAL

G100 COVER SHEET, GENERAL NOTES, SYMBOLS & DRAWING INDEX

1.02 ARCHITECTURAL

A320 DEMOLITION & NEW WORK ROOF & REFLECTED CEILING PLAN

A1200 SECTION DETAILS

END OF DOCUMENT

**SECTION 00 31 13
PRELIMINARY SCHEDULE**

1.01 GENERAL

- A. The following represents the preliminary construction schedule for the Work. This schedule is the current estimate of the Owner to be used for purposes of bidding. All Bidders shall include the costs of all overtime, double-shift, or so-called "premium" time that may be necessary to meet this milestone.

1.02 PRELIMINARY SCHEDULE

- A. Award of Contract: September 2023
- B. Commencement of Construction: October 2023
- C. Substantial Completion: November 2023

END OF DOCUMENT

**SECTION 00 43 23
BID FORM SUPPLEMENT - LIST OF ALTERNATES**

1.01 PARTICULARS

A. The following is the list of Alternates referenced in the bid submitted by:

(Bidder) _____

Dated _____ and which is an integral part of the Bid Form.

1.02 ALTERNATES LIST

A. The following amounts shall be added to the Base Bid Amount. Refer to Section 01 23 00 - Alternates: Schedule of Alternates.

1. Alternate # 1: \$ _____

END OF DOCUMENT

**SECTION 01 10 00
SUMMARY**

PART 1 GENERAL

1.01 PROJECT

- A. Project Name: FIRE STATION #3 ROOF REPLACEMENT.
- B. Owner's Name: Owner's Actual Name.
- C. Architect/Engineer's Name: Kluber Architects + Engineers.
- D. The Project consists of the repair and replacing existing roof and fascia areas of the existing fire station facility.

1.02 CONTRACT DESCRIPTION

- A. Refer to Owner's bidding and procurements requirements.

1.03 DESCRIPTION OF ALTERATIONS WORK

- A. Scope of demolition and removal work is indicated on drawings and specified in Section 02 41 00.
- B. Scope of alterations work is indicated on drawings.

1.04 OWNER OCCUPANCY

- A. Owner intends to continue to occupy adjacent portions of the existing building during the entire construction period.
- B. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.
- C. Schedule the Work to accommodate Owner occupancy.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

**SECTION 01 20 00
PRICE AND PAYMENT PROCEDURES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Procedures for preparation and submittal of applications for progress payments.
- B. Documentation of changes in Contract Sum and Contract Time.
- C. Change procedures.
- D. Correlation of Contractor submittals based on changes.
- E. Procedures for preparation and submittal of application for final payment.

1.02 RELATED REQUIREMENTS

- A. Owner's bidding and procurement requirements.
- B. Section 01 78 00 - Closeout Submittals: Project record documents.
- C. Section 01 77 00 - Closeout Procedures: Final Payment.

1.03 SCHEDULE OF VALUES

- A. Use Schedule of Values Form: AIA G703, edition stipulated in the Agreement.
- B. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit draft to Architect/Engineer for approval.
- C. Forms filled out by hand will not be accepted.
- D. Submit Schedule of Values to the Architect/Engineer at earliest possible date, but no later than 14 days prior to first Pay Request Meeting.
 - 1. After review by the Architect/Engineer, revise and resubmit Schedule as directed.
- E. Format: Utilize the Table of Contents of this Project Manual as a format for the listing of the Work.
- F. Identify as separate line items on the Schedule the costs for the following items:
 - 1. Bonds.
 - 2. Insurance.
 - 3. Site Mobilization.
 - 4. Construction Submittals.
 - 5. General Conditions.
 - 6. Closeout Submittals.
 - 7. Allowances (list each Allowance on a separate line; See Section 01 21 00).
 - 8. Contractor's overhead and profit.
- G. Submit Schedule of Values in sufficient detail for the Architect/Engineer to use in evaluation of Applications for Payment.
 - 1. Itemize the cost of the work of:
 - a. Contractor's materials from stock.
 - b. Contractor's own shop labor.

- c. Contractor's own field labor.
- d. Subcontractors' materials from stock.
- e. Subcontractors' shop labor.
- f. Subcontractors' field labor.
- g. Suppliers of products and equipment.

H. Revise Schedule of Values to list approved Change Orders, with each Application For Payment.

1.04 APPLICATIONS FOR PROGRESS PAYMENTS

- A. Payment Period: Submit at intervals stipulated in the Agreement.
- B. Use Form AIA G702 and Form AIA G703, edition stipulated in the Agreement.
- C. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit sample to Architect/Engineer for approval.
- D. Forms filled out by hand will not be accepted.
- E. For each item, provide a column for listing each of the following:
 - 1. Item Number.
 - 2. Description of work.
 - 3. Scheduled Values.
 - 4. Previous Applications.
 - 5. Work in Place and Stored Materials under this Application.
 - 6. Authorized Change Orders.
 - 7. Total Completed and Stored to Date of Application.
 - 8. Percentage of Completion.
 - 9. Balance to Finish.
 - 10. Retainage.
- F. Execute certification by signature of authorized officer.
- G. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed and for stored products.
- H. List each authorized Change Order as a separate line item, listing Change Order number and dollar amount as for an original item of Work.
- I. Submit one pencil/draft copy of each Application for Payment to the Architect/Engineer at least 7 days prior to the due date for the submission of the Application.
- J. Contractor or Architect/Engineer may schedule a Pay Request Meeting to review the pencil/draft copy of the Application for agreement with the progress of the Work.
- K. After receipt of Architect/Engineer's review comments, submit three final copies, signed and notarized, of each Application for Payment.
- L. Include the following with the application:
 - 1. Transmittal letter as specified for submittals in Section 01 30 00.
 - 2. Construction progress schedule, revised and current as specified in Section 01 30 00.
 - 3. Contractor's partial waiver of lien in the amount of the Application for Payment as well as trailing partial waivers of lien for subcontractors and suppliers who were included in the previous

Application for Payment, to the extent of that payment.

- a. When an Application shows completion of a subcontractor or supplier item, submit a final or full waiver for that item.
 - b. Waivers of lien shall be submitted on forms and executed in a manner acceptable to the Owner.
4. Email confirmations and copies of certified transcripts of payroll records accompanying those confirmations from the Illinois Department of Labor for the Contractor and for all Subcontractors and Sub-subcontractors employed on the Project who performed work on the Project during the Payment Period.
- a. Contractor shall assemble his and all subcontractor and sub-subcontractor records prior to submitting each Application for Payment.
 - b. Applications for Payment submitted without IDOL confirmation emails and transcripts or with missing IDOL confirmation emails or transcripts will result in payment being delayed until the Contractor complies fully with the requirements set forth in the preceding paragraphs.
5. Affidavits attesting to products or equipment suitably stored off-site in a bonded warehouse. Payments for materials stored off-site shall be conditioned upon submission of bills of sale, applicable insurance, and any other documentation or procedures satisfactory to the Owner to establish the Owner's title to such materials, or otherwise protect the Owner's interest.
- M. When Architect/Engineer requires substantiating information, submit data justifying dollar amounts in question. Provide one copy of data with cover letter for each copy of submittal. Show application number and date, and line item by number and description.

1.05 MODIFICATION PROCEDURES

- A. Submit name of the individual authorized to receive change documents and who will be responsible for informing others in Contractor's employ or subcontractors of changes to the Contract Documents.
- B. For minor changes not involving an adjustment to the Contract Sum or Contract Time, Architect/Engineer will issue instructions directly to Contractor.
- C. For other required changes, Architect/Engineer will issue a document signed by Owner instructing Contractor to proceed with the change, for subsequent inclusion in a Change Order.
 1. The document will describe the required changes and will designate method of determining any change in Contract Sum or Contract Time.
 2. Promptly execute the change.
- D. For changes for which advance pricing is desired, Architect/Engineer will issue a document that includes a detailed description of a proposed change with supplementary or revised drawings and specifications, a change in Contract Time for executing the change with a stipulation of any overtime work required and the period of time during which the requested price will be considered valid. Contractor shall prepare and submit a fixed price quotation within ten (10) days.
- E. Contractor may propose a change by submitting a request for change to Architect/Engineer, describing the proposed change and its full effect on the Work, with a statement describing the reason for the change, and the effect on the Contract Sum and Contract Time with full documentation and a statement describing the effect on Work by separate or other contractors.

Document any requested substitutions in accordance with Section 01 60 00.

- F. Computation of Change in Contract Amount: As specified in the Agreement and Conditions of the Contract.
 - 1. For change requested by Architect/Engineer for work falling under a fixed price contract, the amount will be based on Contractor's price quotation.
 - 2. For change requested by Contractor, the amount will be based on the Contractor's request for a Change Order as approved by Architect/Engineer.
 - 3. For pre-determined unit prices and quantities, the amount will be based on the fixed unit prices.
 - 4. For change ordered by Architect/Engineer without a quotation from Contractor, the amount will be determined by Architect/Engineer based on the Contractor's substantiation of costs as specified for Time and Material work.
- G. Substantiation of Costs: Provide full information required for evaluation.
 - 1. On request, provide the following data:
 - a. Quantities of products, labor, and equipment.
 - b. Taxes, insurance, and bonds.
 - c. Overhead and profit.
 - d. Justification for any change in Contract Time.
 - e. Credit for deletions from Contract, similarly documented.
 - 2. Support each claim for additional costs with additional information:
 - a. Origin and date of claim.
 - b. Dates and times work was performed, and by whom.
 - c. Time records and wage rates paid.
 - d. Invoices and receipts for products, equipment, and subcontracts, similarly documented.
 - 3. For Time and Material work, submit itemized account and supporting data after completion of change, within time limits indicated in the Conditions of the Contract.
- H. Execution of Change Orders: Architect/Engineer will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.
- I. After execution of Change Order, promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum.
- J. Promptly revise progress schedules to reflect any change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.
- K. Promptly enter changes in Project Record Documents.

1.06 APPLICATION FOR FINAL PAYMENT

- A. Prepare Application for Final Payment as specified for progress payments, identifying total adjusted Contract Sum, previous payments, and sum remaining due.
- B. Application for Final Payment will not be considered until the following have been accomplished:
 - 1. All closeout procedures specified in Section 01 70 00.
 - 2. Procedures outlined in Article 9 of the General Conditions as amended.
 - 3. Additional closeout procedures specified in Section 01 77 00.

C. The submittal of Final Waiver of Lien and the acceptance of the final payment by the Contractor shall be held to be a waiver of any and all claims against the Owner arising from, out of, or in any connection with the Contract.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

**SECTION 01 21 00
ALLOWANCES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Contingency allowance.
- B. Payment and modification procedures relating to allowances.

1.02 RELATED REQUIREMENTS

- A. Section 01 20 00 - Price and Payment Procedures: Additional payment and modification procedures.

1.03 CONTINGENCY ALLOWANCE

- A. Contractor's costs for products, delivery, installation, labor, payroll, taxes and equipment rental will be included in Change Orders authorizing expenditure of funds from this Contingency Allowance.
- B. Funds will be drawn from the Contingency Allowance only by Change Order.
- C. Bond, insurance, overhead and profit fees on Change Orders paid out of Contingency Allowances will not be permitted. The Contractor must carry in its Base Bid OH&P costs on Contingency Allowance funds expenditures.
- D. At closeout of Contract, funds remaining in Contingency Allowance will be credited to Owner by Change Order.

1.04 ALLOWANCES SCHEDULE

- A. Contingency Allowance: Include in the Base Bid the stipulated sum of \$10,000.00 for use upon Owner's instructions.
- B. Contingency Allowance: Include in the Alternate Bid No. 1 the stipulated sum of \$3,500.00 for use upon Owner's instructions.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

**SECTION 01 23 00
ALTERNATES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Description of Alternates.
- B. Procedures for pricing Alternates.
- C. Documentation of changes to Contract Sum and Contract Time.

1.02 RELATED REQUIREMENTS

- A. Owner's bidding and procurement requirements.
- B. Document 00 43 23 - Bid Form Supplement - List of Alternates: List of Alternates as supplement to Bid Form.

1.03 ACCEPTANCE OF ALTERNATES

- A. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at Owner's option. Accepted Alternates will be identified in the Owner-Contractor Agreement.
- B. Coordinate related work and modify surrounding work to integrate the Work of each Alternate.

1.04 SCHEDULE OF ALTERNATES

- A. Alternate No. 1 - Remove and replace existing asphalt shingles and underlayment on high hip and hose tower roofs. See Sheets A320 and A1200 and Specification 07 31 13.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

**SECTION 01 30 00
ADMINISTRATIVE REQUIREMENTS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. General administrative requirements.
- B. Preconstruction meeting.
- C. Progress meetings.
- D. Construction progress schedule.
- E. Architect/Engineer-provided CAD files.
- F. Requests for Information (RFI) procedures.
- G. Submittals for review, information, and project closeout.
- H. Number of copies of submittals.
- I. Submittal procedures.

1.02 RELATED REQUIREMENTS

- A. Owner's bidding and procurement requirements.
- B. Section 01 60 00 - Product Requirements: General product requirements.
- C. Section 01 70 00 - Execution and Closeout Requirements: Additional coordination requirements.
- D. Section 01 78 00 - Closeout Submittals: Project record documents; operation and maintenance data; warranties and bonds.

1.03 GENERAL ADMINISTRATIVE REQUIREMENTS

- A. Comply with requirements of Section 01 70 00 - Execution and Closeout Requirements for coordination of execution of administrative tasks with timing of construction activities.
- B. Make the following types of submittals to Architect/Engineer:
 - 1. Requests for Information (RFI).
 - 2. Requests for substitution.
 - 3. Shop drawings, product data, and samples.
 - 4. Test and inspection reports.
 - 5. Design data.
 - 6. Manufacturer's instructions and field reports.
 - 7. Applications for payment and change order requests.
 - 8. Progress schedules.
 - 9. Coordination drawings.
 - 10. Correction Punch List and Final Correction Punch List for Substantial Completion.
 - 11. Closeout submittals.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PRECONSTRUCTION MEETING

- A. Architect/Engineer will schedule a meeting after Notice of Award.
- B. Attendance required:
 - 1. Owner.
 - 2. Architect/Engineer.
 - 3. Contractor.
- C. Agenda:
 - 1. Execution of Owner-Contractor Agreement.
 - 2. Submission of executed bonds and insurance certificates.
 - 3. Distribution of Contract Documents.
 - 4. Submission of list of subcontractors, list of products, schedule of values, and progress schedule.
 - 5. Designation of personnel representing the parties to Contract and Architect/Engineer.
 - 6. Procedures and processing of field decisions, Submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
 - 7. Scheduling.
 - 8. Scheduling activities of a Geotechnical Engineer.
- D. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect/Engineer, Owner, participants, and those affected by decisions made.

3.02 PROGRESS MEETINGS

- A. Make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.
- B. Attendance Required:
 - 1. Contractor.
 - 2. Owner.
 - 3. Architect/Engineer.
 - 4. Contractor's superintendent.
 - 5. Major subcontractors.
- C. Agenda:
 - 1. Review minutes of previous meetings.
 - 2. Review of work progress.
 - 3. Field observations, problems, and decisions.
 - 4. Identification of problems that impede, or will impede, planned progress.
 - 5. Review of Submittals schedule and status of Submittals.
 - 6. Maintenance of progress schedule.
 - 7. Corrective measures to regain projected schedules.
 - 8. Planned progress during succeeding work period.
 - 9. Maintenance of quality and work standards.
 - 10. Effect of proposed changes on progress schedule and coordination.

11. Other business relating to work.

D. Record minutes and distribute copies within 2 days after meeting to participants, with copies to Architect/Engineer, Owner, participants, and those affected by decisions made.

3.03 CONSTRUCTION PROGRESS SCHEDULE

A. If preliminary schedule requires revision after review, submit revised schedule within 7 days.

B. Submit updated schedule with each Application for Payment.

3.04 ARCHITECT/ENGINEER-PROVIDED CAD FILES

A. After the execution of the Contract, Architect/Engineer will provide, free of charge, upon receipt of a properly completed and signed request utilizing "Electronic Data Transfer Consent Form" at the end of this Specification Section, CAD files depicting graphic information for the project as follows:

1. Architectural Floor Plans: Column grid, walls, floors, stairs, doors, windows, room numbers, ceiling grid, mechanical diffusers, plumbing fixtures, sprinkler heads (if depicted in Bid Documents) and lights.

B. Contractor acknowledges and accepts that the Architectural Floor Plans do not contain structural, mechanical, electrical, plumbing, fire protection and other building systems information depicted in the Bidding Documents. Examples of information not contained in these files include, but are not limited to, title blocks, keynotes, schedules, mechanical ductwork and equipment, electrical device symbols, circuit numbers and home runs, plumbing equipment, piping runs and riser diagrams, and architectural/engineering text or details. No other CAD files, data or information will be provided.

C. Only requests from Prime Contractors will be honored. Subcontractors must obtain the files from their respective Prime Contractors.

D. In submitting a request, Contractor acknowledges that:

1. Architect/Engineer bears no responsibility for the data or its transmission,

2. Use of the data by the Contractor or his Subcontractors in no way relieves the Contractor of his obligations under the Contract,

3. Contractor is solely liable for any and all claims arising from any and all products generated by the Contractor or its Subcontractors employing the data,

4. Contractor and its Subcontractors have a limited, non-exclusive license to use the data solely in connection with the Work of the Project, and that

5. Architect/Engineer retains all rights, including copyright, to the data.

3.05 REQUESTS FOR INFORMATION (RFI)

A. Definition: A request seeking one of the following:

1. An interpretation, amplification, or clarification of some requirement of Contract Documents arising from inability to determine from them the exact material, process, or system to be installed; or when the elements of construction are required to occupy the same space (interference); or when an item of work is described differently at more than one place in Contract Documents.

2. A resolution to an issue which has arisen due to field conditions and affects design intent.

B. Whenever possible, request clarifications at the next appropriate project progress meeting, with response entered into meeting minutes, rendering unnecessary the issuance of a formal RFI.

- C. Preparation: Prepare an RFI immediately upon discovery of a need for interpretation of Contract Documents. Failure to submit a RFI in a timely manner is not a legitimate cause for claiming additional costs or delays in execution of the work.
1. Prepare a separate RFI for each specific item.
 - a. Review, coordinate, and comment on requests originating with subcontractors and/or materials suppliers.
 - b. Do not forward requests which solely require internal coordination between subcontractors.
 2. Prepare in a format and with content acceptable to Owner.
 - a. Use AIA G716 - Request for Information .
 3. Combine RFI and its attachments into a single electronic file. PDF format is preferred.
- D. Reason for the RFI: Prior to initiation of an RFI, carefully study all Contract Documents to confirm that information sufficient for their interpretation is definitely not included.
1. Include in each request Contractor's signature attesting to good faith effort to determine from Contract Documents information requiring interpretation.
 2. Unacceptable Uses for RFIs: Do not use RFIs to request the following:
 - a. Approval of submittals (use procedures specified elsewhere in this section).
 - b. Approval of substitutions (see Section - 01 60 00 - Product Requirements)
 - c. Changes that entail change in Contract Time and Contract Sum (comply with provisions of the Conditions of the Contract).
 - d. Different methods of performing work than those indicated in the Contract Drawings and Specifications (comply with provisions of the Conditions of the Contract).
 3. Improper RFIs: Requests not prepared in compliance with requirements of this section, and/or missing key information required to render an actionable response. They will be returned without a response, with an explanatory notation.
 4. Frivolous RFIs: Requests regarding information that is clearly indicated on, or reasonably inferable from, Contract Documents, with no additional input required to clarify the question. They will be returned without a response, with an explanatory notation.
 - a. The Owner reserves the right to assess the Contractor for the costs (on time-and-materials basis) incurred by the Architect/Engineer, and any of its consultants, due to processing of such RFIs.
- E. Content: Include identifiers necessary for tracking the status of each RFI, and information necessary to provide an actionable response.
1. Official Project name and number, and any additional required identifiers established in Contract Documents.
 2. Owner's, Architect/Engineer's, and Contractor's names.
 3. Discrete and consecutive RFI number, and descriptive subject/title.
 4. Issue date, and requested reply date.
 5. Reference to particular Contract Document(s) requiring additional information/interpretation. Identify pertinent drawing and detail number and/or specification section number, title, and paragraph(s).
 6. Annotations: Field dimensions and/or description of conditions which have engendered the request.
 7. Contractor's suggested resolution: A written and/or a graphic solution, to scale, is required in cases where clarification of coordination issues is involved, for example; routing, clearances, and/or specific locations of work shown diagrammatically in Contract Documents. If applicable, state the likely impact of the suggested resolution on Contract Time or the Contract Sum.

- F. Attachments: Include sketches, coordination drawings, descriptions, photos, submittals, and other information necessary to substantiate the reason for the request.
- G. RFI Log: Prepare and maintain a tabular log of RFIs for the duration of the project.
 - 1. Indicate current status of every RFI. Update log promptly and on a regular basis.
 - 2. Note dates of when each request is made, and when a response is received.
 - 3. Highlight items requiring priority or expedited response.
 - 4. Highlight items for which a timely response has not been received to date.
 - 5. Identify and include improper or frivolous RFIs.
- H. Review Time: Architect/Engineer will respond and return RFIs to Contractor within seven calendar days of receipt. For the purpose of establishing the start of the mandated response period, RFIs received after 3:00 PM will be considered as having been received on the following regular working day.
 - 1. Response period may be shortened or lengthened for specific items, subject to mutual agreement, and recorded in a timely manner in progress meeting minutes.
- I. Responses: Content of answered RFIs will not constitute in any manner a directive or authorization to perform extra work or delay the project. If in Contractor's belief it is likely to lead to a change to Contract Sum or Contract Time, promptly issue a notice to this effect, and follow up with an appropriate Change Order request to Owner.
 - 1. Response may include a request for additional information, in which case the original RFI will be deemed as having been answered, and an amended one is to be issued forthwith. Identify the amended RFI with an R suffix to the original number.
 - 2. Do not extend applicability of a response to specific item to encompass other similar conditions, unless specifically so noted in the response.
 - 3. Upon receipt of a response, promptly review and distribute it to all affected parties, and update the RFI Log.
 - 4. Notify Architect/Engineer within seven calendar days if an additional or corrected response is required by submitting an amended version of the original RFI, identified as specified above.

3.06 SUBMITTAL SCHEDULE

- A. Submit to Architect/Engineer for review a schedule for submittals in tabular format.
 - 1. Submit at the same time as the preliminary schedule.
 - 2. Coordinate with Contractor's construction schedule and schedule of values.
 - 3. Format schedule to allow tracking of status of submittals throughout duration of construction.
 - 4. Arrange information to include scheduled date for initial submittal, specification number and title, submittal category (for review or for information), description of item of work covered, and role and name of subcontractor.
 - 5. Account for time required for preparation, review, manufacturing, fabrication and delivery when establishing submittal delivery and review deadline dates.
 - a. For assemblies, equipment, systems comprised of multiple components and/or requiring detailed coordination with other work, allow for additional time to make corrections or revisions to initial submittals, and time for their review.

3.07 SUBMITTALS FOR REVIEW

- A. When the following are specified in individual sections, submit them for review:
 - 1. Product data.

2. Shop drawings.
 3. Samples for selection.
 4. Samples for verification.
- B. Submit to Architect/Engineer for review for the limited purpose of checking for compliance with information given and the design concept expressed in Contract Documents.
- C. Samples will be reviewed for aesthetic, color, or finish selection.
- D. After review, provide copies and distribute in accordance with Submittal PROCEDURES article below and for record documents purposes described in Section 01 78 00 - Closeout Submittals.

3.08 SUBMITTALS FOR INFORMATION

- A. When the following are specified in individual sections, submit them for information:
1. Design data.
 2. Certificates.
 3. Test reports.
 4. Inspection reports.
 5. Manufacturer's instructions.
 6. Manufacturer's field reports.
 7. Other types indicated.
- B. Submit for Architect/Engineer's knowledge as contract administrator or for Owner.

3.09 SUBMITTALS FOR PROJECT CLOSEOUT

- A. Submit Correction Punch List for Substantial Completion.
- B. Submit Final Correction Punch List for Substantial Completion.
- C. When the following are specified in individual sections, submit them at project closeout in compliance with requirements of Section 01 78 00 - Closeout Submittals:
1. Project record documents.
 2. Operation and maintenance data.
 3. Warranties.
 4. Bonds.
 5. Other types as indicated.
- D. Submit for Owner's benefit during and after Project completion.

3.10 NUMBER OF COPIES OF SUBMITTALS

- A. Documents for Review:
1. Submit via email in Adobe PDF electronic file format at native sheet size and right-side up. Architect/Engineer will return via email a reviewed copy in Adobe PDF electronic file format. Files not properly sized and rotated will be rejected. Illegible files will be rejected.
- B. Documents for Information: Submit via email in Adobe PDF electronic file format. Submitted documents are for Architect/Engineer's information and reference only, and will not be reviewed or returned.
- C. Samples: Submit the number specified in individual specification sections; one of which will be retained by Architect/Engineer.

1. Submit original, physical samples. With each physical sample, submit Adobe PDF electronic copies of scanned physical original samples. Architect/Engineer will return via email a reviewed scanned copy in Adobe PDF electronic file format.
2. Retained samples will not be returned to Contractor unless specifically so stated.

3.11 SUBMITTAL PROCEDURES

A. General Requirements:

1. Use a single transmittal for related items.
2. Submit separate packages of submittals for review and submittals for information, when included in the same specification section.
3. Transmit using approved form.
4. Number each submittal. Prefix the submittal number with the Specification Section number to which the submittal pertains. For revised submittals use original number and a sequential alphanumeric suffix. **Items submitted without a Specification Section number, or with an incorrect Specification Section number will delay the review process.**
5. Identify: Project; Contractor; subcontractor or supplier; pertinent drawing and detail number; and specification section number, article and paragraph, as appropriate on each copy.
6. Correlate submitted items with specified products; clearly indicate the specified product that corresponds to each submitted item. **Submitted items not clearly correlated with specified items will delay the review process.**
7. When options or optional features available for a Product are indicated in a Submittal, and selections for those options/features are indicated in the Contract Documents, identify on the Submittal the selection indicated in the Contract Documents. **Submittals that fail to identify specified options or optional features may be returned marked "Rejected" or "Revise and Resubmit".**
8. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction work, and coordination of information is in accordance with the requirements of the work and Contract Documents.
 - a. Submittals from sources other than the Contractor, or without Contractor's transmittal will not be acknowledged, reviewed, or returned.
9. Deliver each submittal on date noted in submittal schedule, unless an earlier date has been agreed to by all affected parties, and is of the benefit to the project.
 - a. Deliver submittals to Architect/Engineer at business address.
10. Schedule submittals to expedite the Project, and coordinate submission of related items.
 - a. For each submittal for review, allow 15 days excluding delivery time to and from the Contractor.
 - b. For sequential reviews involving Architect/Engineer's consultants, Owner, or another affected party, allow an additional 7 days.
11. Clearly identify variations from the Contract Documents. Regardless of the type of variation, Contractor is solely responsible for errors in the field or performance issues that arise from Submittal variations from the requirements of the Contract Documents if those variations were not expressly noted to specifically identify for and describe to the reviewer the nature of the variation from the Contract Documents.
12. Provide space for Contractor's review stamp and a 4 inch x 3 inch clear space for Architect/Engineer's review stamp.
13. Promptly return submittals marked "Rejected" or "Revise and Resubmit" to originating subcontractor supplier, and faithfully ensure the prompt resubmittal of the correct or revised

information.

14. When revised for resubmission, identify all changes made since previous submission. Use clouds, highlights or other means acceptable to Architect/Engineer. **Resubmittals that do not clearly identify all changes may be delayed and/or returned to the Contractor unreviewed.**
15. Contractor is entitled to one (1) resubmittal of each Submittal For Review or Submittal For Project Closeout rejected by Architect/Engineer or returned by Architect/Engineer for further action. Thereafter, Contractor shall pay the cost of all further Architect/Engineer reviews of any Submittal For Review or Submittal for Project Closeout, at a rate of \$200.00/hour. Cost of such further reviews will be deducted from the Contract Sum by Change Order.
16. Promptly distribute and coordinate the requirements of reviewed submittals with affected parties. Instruct parties to promptly report inability to comply with requirements.
17. Where indicated on the Drawings or in respective product specification Sections, submit reviewed submittals to Authority Having Jurisdiction (AHJ).
18. Incomplete submittals will not be reviewed, unless they are partial submittals for distinct portion(s) of the work, and have received prior approval for their use.
19. Submittals not requested will be returned "Not Reviewed".

B. Product Data Procedures:

1. Submit only information required by individual specification sections.
2. Collect required information into a single submittal.
3. Submit concurrently with related shop drawing submittal.
4. Do not submit (Material) Safety Data Sheets for materials or products.

C. Shop Drawing Procedures:

1. Prepare accurate, drawn-to-scale, original shop drawing documentation by interpreting Contract Documents and coordinating related work.
2. Use of reproductions of the Contract Documents in digital data form to create shop drawings is only permitted as defined above under Architect/Engineer-Provided CAD Files.
3. Generic, non-project-specific information submitted as shop drawings do not meet the requirements for shop drawings.

D. Samples Procedures:

1. Transmit related items together as single package.
2. When relevant, identify each item to allow review for applicability in relation to shop drawings showing installation locations.

E. Submittal reviews may be delayed and/or Submittals may be returned marked "Rejected" or "Revise and Resubmit" for any of the following reasons:

1. Submittals submitted outside the scheduled dates of the Submittal Schedule.
2. Submittals are incomplete or are missing information.
3. Submittals are not submitted in accordance with procedures outlined in this Section, including, but not limited to:
 - a. Specification Section number not indicated on submittal or transmittal.
 - b. Contractor's review stamp missing.
 - c. Submitted items not correlated with specified products.
 - d. Re-submitted items not clearly identifying changes.

3.12 SUBMITTAL REVIEW

- A. Submittals for Review: Architect/Engineer will review each submittal, and approve, or take other appropriate action.
- B. Submittals for Information: Architect/Engineer will not acknowledge receipt, and take no other action.
- C. Architect/Engineer's actions will be reflected by marking each returned submittal using virtual stamp on electronic submittals.
 - 1. Notations may be made directly on submitted items and/or listed on appended Submittal Review cover sheet.
- D. Architect/Engineer's and consultants' actions on items submitted for review:
 - 1. Authorizing purchasing, fabrication, delivery, and installation:
 - a. "No Exception Taken", or language with same legal meaning.
 - 1) Resubmission is not required or requested.
 - 2) Resubmitted items will not be acknowledged.
 - b. "Make Corrections Noted", or language with same legal meaning.
 - 1) Resubmission is not required or requested.
 - 2) Resubmitted items may be returned marked "Not Requested, Not Reviewed".
 - 2. Not Authorizing fabrication, delivery, and installation:
 - a. "Revise and Resubmit".
 - 1) Resubmit revised item, with review notations acknowledged and incorporated.
 - 2) Clearly identify all revisions.
 - 3) Non-responsive resubmittals may be rejected.
 - b. "Rejected".
 - 1) Submit item complying with requirements of Contract Documents.
 - c. "Submit Specified Item".
 - 1) Submit item complying with requirements of Contract Documents.

END OF SECTION

ELECTRONIC DATA TRANSFER CONSENT FORM

Project Name: FIRE STATION #3 ROOF REPLACEMENT
900 S. EAST AVENUE
OAK PARK, ILLINOIS 60302

Project No.: 23-475-1483

Owner: VILLAGE OF OAK PARK

Your Work: _____

KLUBER, INC. (hereinafter referred to as "Kluber") an Illinois corporation, is providing electronic data to you solely at your request and for your convenience. By accepting and opening any of the electronic data files, you agree that Kluber bears no liability for the data or its transmission to you and that you are solely liable for any and all claims referring or relating to any and all products you, or your Subcontractors, may generate with the data.

You acknowledge that you have a limited non-exclusive license to use the information solely in connection with your work on the project captioned above, and that Kluber retains all rights, including copyright, to the data.

Acknowledged by: _____
(Printed Name) (Signature)

Company: _____

Date: _____ Email: _____

Architectural Floor Plans are transmitted for the contractors' use as backgrounds for shop drawings and as-built drawings, and, as such, contain graphic information for column grid, walls, floors, stairs, doors, windows, room numbers, ceiling grid, lights, diffusers and sprinkler heads where indicated on Bid Documents. Plans do not contain title blocks, keynotes, schedules, mechanical ductwork and equipment, electrical device symbols, circuit numbers and home runs, plumbing equipment, piping runs and riser diagrams, and architectural/engineering text and details. Plans depict entire floors and are not formatted, partial plans as depicted in the Bidding Documents. Files are provided in R2013 .DWG format.)

**SECTION 01 40 00
QUALITY REQUIREMENTS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Submittals.
- B. Control of installation.
- C. Tolerances.
- D. Defect Assessment.

1.02 RELATED REQUIREMENTS

- A. Section 01 41 00 - Regulatory Requirements.
- B. Section 01 42 00 - References.
- C. Section 01 60 00 - Product Requirements: Requirements for material and product quality.

1.03 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Certificates: When specified in individual specification sections, submit certification by the manufacturer and Contractor or installation/application subcontractor to Architect/Engineer, in quantities specified for Product Data.
 - 1. Indicate material or product complies with or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
 - 2. Certificates may be recent or previous test results on material or product, but must be acceptable to Architect/Engineer.
- C. Manufacturer's Instructions: When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, for the Owner's information. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

1.04 REGULATORY REQUIREMENTS - SEE SECTION 01 41 00

1.05 REFERENCES AND STANDARDS - SEE SECTION 01 42 00

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.

- D. Comply with specified standards as minimum quality for the work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Have work performed by persons qualified to produce required and specified quality.
- F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

3.02 TOLERANCES

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

3.03 DEFECT ASSESSMENT

- A. Replace Work or portions of the Work not complying with specified requirements.
- B. If, in the opinion of Owner, it is not practical to remove and replace the work, Owner will direct an appropriate remedy or adjust payment.

END OF SECTION

**SECTION 01 41 00
REGULATORY REQUIREMENTS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. General.
- B. Definitions.
- C. Quality Assurance.
- D. Regulatory Requirements.

1.02 RELATED SECTIONS

- A. Section 01 10 00 - Summary.
- B. Section 01 42 00 - References.

1.03 GENERAL

- A. Comply with all applicable laws, rules, regulations, codes and ordinances.
- B. If the Contractor observes that the Contract Documents may be at variance with specified codes, notify the Architect/Engineer immediately. Architect/Engineer shall issue all changes in accordance with the General Conditions.
- C. It shall not be the Contractor's primary responsibility to make certain that the Contract Documents are in accordance with all applicable laws, rules and regulations, however, when the Contractor performs work knowing or having reason to know that the work in question is contrary to applicable laws, rules, and regulations, and fails to notify the Architect/Engineer, the Contractor shall pay all costs arising therefrom.

1.04 DEFINITIONS

- A. Definitions:
 - 1. Codes: Codes are statutory requirements, rules or regulations of governmental entities.
 - 2. Standards: Standards are requirements that have been established as accepted criteria, set general consent.

1.05 QUALITY ASSURANCE

- A. The Architect/Engineer has designed the project to applicable code requirements and has copies of said codes available for the Contractor's inspection.
- B. The Contractor shall:
 - 1. Ensure that copies of codes and standards referenced herein or specified in individual specifications sections are available to Contractor's personnel, agents, and Sub-Contractors.
 - 2. Ensure that Contractor's personnel, agents, and Sub-Contractors are familiar with the workmanship and requirements of applicable codes and standards.

1.06 REGULATORY REQUIREMENTS

- A. Source and Requirements: Verify amendments with local code officials.
 - 1. Local code requirements:

- a. ICC International Building Code, 2018 Edition.
 - b. ICC International Mechanical Code, 2018 Edition.
 - c. ICC International Fire Code, 2018 Edition.
 - d. ICC International Property Maintenance Code, 2018 Edition.
 - e. National Electrical Code, 2017 Edition.
2. State code requirements:
- a. Capital Development Board (CDB):
 - 1) Illinois Accessibility Code, 2018 Edition.
 - 2) Illinois Energy Conservation Code (ICC International Energy Conservation Code, 2018 Edition, with State of Illinois modifications.
 - b. Illinois Department of Labor (IDOL): Safety Glazing Materials Act - Illinois Revised Statutes, chap. 111 1/2, paragraph 3101, et seq.
 - c. Illinois Department of Public Health (IDPH):
 - 1) Illinois Plumbing Code (Illinois Administrative Code, Title 77, Chapter I, Subchapter r, Part 890).
 - d. Illinois Environmental Protection Agency (IEPA):
 - 1) Air-Pollution Standards.
 - 2) Noise Pollution Standards.
 - 3) Water Pollution Standards.
 - 4) Public Water Supplies
 - 5) Solid Waste Standards.
 - 6) Illinois Recommended Standards for Sewage Works (Illinois Administrative Code, Title 35, Subtitle C, Chapter II, Part 370).
 - e. Office of the Illinois State Fire Marshal (OSFM):
 - 1) Boiler & Pressure Vessel Safety Code (Illinois Administrative Code, Title 44, Chapter I, Part 120).
 - 2) Illinois Elevator Safety Rules (Illinois Administrative Code, Title 41, Chapter II, Part 1000).
 - a) ASME A17.1 - Safety Code For Elevators and Escalators, 2019 Edition.
 - 3) Illinois Rules & Regulations for Fire Prevention & Safety (as amended).
 - 4) Gasoline and Volatile Oils (Illinois Revised Statutes, chap. 17 1/2, paragraph 31, et seq.).
3. Information and Requirements for Utility Services: Local utility companies.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

**SECTION 01 42 00
REFERENCES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Drawing symbols, abbreviations and acronyms.
- B. Definitions of terms used throughout the Contract Documents.
- C. Explanation of specification format and content.
- D. Requirements relating to referenced standards.
- E. Applicability of referenced standards.
- F. List of industry organizations and certain of their respective documents.

1.02 DRAWING SYMBOLS AND CONVENTIONS

- A. Abbreviations and graphic symbols are defined on the General Notes, Symbols & Abbreviations sheet of the drawings.
- B. Generally, symbols used on the mechanical and electrical drawings conform to those recommended by ASHRAE, though, where appropriate, these symbols are supplemented by more specific symbols as recommended by ASME, ASPE, or the IEEE.

1.03 DEFINITIONS

- A. Where the terms "indicated", "noted", "scheduled", "shown", or "specified" are used it is to help locate the reference; no limitation on location is intended except as specifically noted.
- B. Where the terms "directed", "requested", "authorized", "approved", are used as in "directed by the Architect/Engineer", no implied meaning shall be construed to extend the Architect/Engineer's responsibilities into the Contractor's purview of construction supervision.
- C. Where the term "approved" is used in conjunction with the Architect/Engineer's action on submittals, requests or applications it is limited to the duties of the Architect/Engineer as described in the Agreement, and the General and Supplemental Conditions of the Contract. Such use of the term "approval" shall not limit or release the Contractor from his responsibility to fulfill Contract requirements.
- D. Where the term "regulations" is used it means all applicable statutes, laws, ordinances, and orders issued by authorities having jurisdiction, as well as construction industry standards, rules, or conventions that address performance of the Work.
- E. The "Project Site" is the space available to the Contractor for performance of construction activities. The Project Site may be for the exclusive use of the Contractor and his activities or may be used in conjunction with others performing other construction or related activities on the Project. Unless the extent of the Project Site is indicated on the Drawings, means the limits of the area within the property line of the parcel on which the Project is located, subject to the limitations and restrictions of local ordinance and the discretion of the Owner.

- F. Where the term "furnish" is used it means supply, deliver to, and unload and store at the Project Site until the Work is ready for the item to be assembled and incorporated into the Work.
- G. Where the term "install" is used it is meant to describe operations at the Project Site to include uncrating, assembling, placing, anchoring, connecting to utilities, finishing, protecting, cleaning and all other similar operations required to fully incorporate an item into the Work.
- H. Where the term "provide" is used it means "furnish and install" as defined above.
- I. Where the term "refurbish" is used it means refinish, repair and otherwise restore to like-new condition.
- J. Where the terms "remove" or "demolish" are used they mean safely disconnect from existing utilities, permanently extract from the Work and the Project Site, and legally dispose of off-site.
- K. Where the terms "temporarily remove" or "salvage" are used they mean safely disconnect from existing utilities and carefully extract from the Work so as to prevent damage to the item and the Work.
 - 1. If the item is to be reinstalled or relocated as part of the Work, these terms also mean clean, adjust, lubricate and otherwise restore to best possible condition without repair or refinishing.
 - 2. Otherwise, these terms also mean clean item surfaces and turn over to the Owner for storage and possible future use.
- L. Where the term "reinstall" is used it means the same as "install", with respect to a temporarily removed, salvaged or relocated item.
- M. Where the term "relocate" is used it means temporarily remove and reinstall in a new location.
- N. Where the phrase "salvage in place" is used it means protect in place so as to prevent damage while adjacent elements are demolished, restore to best possible condition without repair or refinishing, and modify as necessary to properly incorporate and integrate with the Work.

1.04 SPECIFICATION FORMAT AND CONTENT

- A. These Specifications are based on the Construction Specification Institute's 49 Division format and numbering system.
- B. Language used in the Specifications and other Contract Documents is an abbreviated type. Implied words and meanings will appropriately interpreted.
- C. Requirements expressed in imperative and streamlined language are to be performed by the Contractor. At certain locations in the text, subjective language may be used to describe responsibilities that must be fulfilled indirectly by the Contractor or others.
 - 1. Whenever a colon (:) is used within a sentence or phrase, it shall be construed to mean the words "shall be".
- D. Use of certain terms such as "carpentry" is not intended to imply that certain activities must be performed by accredited or unionized individuals of a corresponding generic name. The Specifications do, however, require that certain construction activities shall be performed by specialists who are recognized experts in the operations to be performed. Specialists shall be used for said activities, however the final responsibility for fulfilling the requirements of the Contract remains the Contractor's.

1.05 QUALITY ASSURANCE

- A. For products or workmanship specified by reference to a document or documents not included in the Project Manual, also referred to as reference standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard of date of issue specified in this section, except where a specific date is established by applicable code.
- C. Obtain copies of standards when required by the Contract Documents.
- D. Maintain copy at project site during submittals, planning, and progress of the specific work, until Substantial Completion.
- E. Should specified reference standards conflict with Contract Documents, request clarification from the Architect/Engineer before proceeding.
- F. Neither the contractual relationships, duties, or responsibilities of the parties in Contract nor those of the Architect/Engineer shall be altered by the Contract Documents by mention or inference otherwise in any reference document.

1.06 APPLICABILITY OF INDUSTRY STANDARDS

- A. Construction industry standards shall have the same force and effect as if bound or copied directly in the Contract Documents, except where more stringent requirements are specified. All such applicable standards are made a part of the Contract Documents by reference.
 - 1. Where compliance with two or more standards are referenced and conflicting requirements for quality or quantities occur, comply with the more stringent requirements. Refer questions regarding apparently conflicting standards to the Architect/Engineer for a decision before proceeding.
 - 2. The standard of quality or quantity levels specified, shown, or referenced shall be the minimum to be provided or performed. Refer questions regarding standards of minimum quality or quantity to the Architect/Engineer before proceeding.

1.07 CONSTRUCTION INDUSTRY ORGANIZATIONS AND DOCUMENTS

AA -- ALUMINUM ASSOCIATION, INC.

AABC -- ASSOCIATED AIR BALANCE COUNCIL

AAMA -- AMERICAN ARCHITECTURAL MANUFACTURERS ASSOCIATION

AASHTO -- AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS

ACI -- AMERICAN CONCRETE INSTITUTE INTERNATIONAL

AISC -- AMERICAN INSTITUTE OF STEEL CONSTRUCTION, INC.

ANSI -- AMERICAN NATIONAL STANDARDS INSTITUTE

ASHRAE -- AMERICAN SOCIETY OF HEATING, REFRIGERATING AND AIR-CONDITIONING ENGINEERS, INC.

ASME -- THE AMERICAN SOCIETY OF MECHANICAL ENGINEERS

ASTM -- AMERICAN SOCIETY FOR TESTING AND MATERIALS
AWI -- ARCHITECTURAL WOODWORK INSTITUTE
AWPA -- AMERICAN WOOD-PRESERVERS' ASSOCIATION
AWS -- AMERICAN WELDING SOCIETY
BHMA -- BUILDERS HARDWARE MANUFACTURERS ASSOCIATION
BIA -- BRICK INDUSTRY ASSOCIATION
CPSC -- CONSUMER PRODUCTS SAFETY COMMISSION
DHI -- DOOR AND HARDWARE INSTITUTE
DIN -- DEUTSCHES INSTITUT FUR NORMUNG
FM -- FACTORY MUTUAL RESEARCH CORPORATION
ICC -- INTERNATIONAL CODE COUNCIL, INC.
IEEE -- INSTITUTE OF ELECTRICAL AND ELECTRONIC ENGINEERS
ISO -- INTERNATIONAL STANDARDS ORGANIZATION
MFMA -- MAPLE FLOORING MANUFACTURERS ASSOCIATION
NAAMM -- THE NATIONAL ASSOCIATION OF ARCHITECTURAL METAL MANUFACTURERS
NCMA -- NATIONAL CONCRETE MASONRY ASSOCIATION
NEBB -- NATIONAL ENVIRONMENTAL BALANCING BUREAU
NEMA -- NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION
NFPA -- NATIONAL FIRE PROTECTION ASSOCIATION
NRCA -- NATIONAL ROOFING CONTRACTORS ASSOCIATION
PCI -- PRECAST/PRESTRESSED CONCRETE INSTITUTE
SDI -- STEEL DOOR INSTITUTE
SDI -- STEEL DECK INSTITUTE, INC.
SGCC -- SAFETY GLAZING CERTIFICATION COUNCIL
SIGMA - SEALED INSULATING GLASS MANUFACTURERS ASSOCIATION (See IGMA)
SJI -- STEEL JOIST INSTITUTE
SMACNA -- SHEET METAL AND AIR CONDITIONING CONTRACTORS' NATIONAL ASSOCIATION, INC.
SSPC -- THE SOCIETY FOR PROTECTIVE COATINGS
TCA -- TILE COUNCIL OF AMERICA, INC.
UL -- UNDERWRITERS LABORATORIES INC.

WWPA -- WESTERN WOOD PRODUCTS ASSOCIATION

1.08 UNITED STATES GOVERNMENT AND RELATED AGENCIES/DOCUMENTS

CFR -- CODE OF FEDERAL REGULATIONS

CPSC -- CONSUMER PRODUCTS SAFETY COMMISSION

EPA -- ENVIRONMENTAL PROTECTION AGENCY

FS -- FEDERAL SPECIFICATIONS AND STANDARDS (General Services Administration)

GSA -- U.S. GENERAL SERVICES ADMINISTRATION

USGS -- UNITED STATES GEOLOGICAL SURVEY

1.09 STATE GOVERNMENT AND RELATED AGENCIES/DOCUMENTS

CDB -- ILLINOIS CAPITAL DEVELOPMENT BOARD

IDOL -- ILLINOIS DEPARTMENT OF LABOR

IDPH -- ILLINOIS DEPARTMENT OF PUBLIC HEALTH

IEPA -- ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

OSFM -- OFFICE OF THE ILLINOIS STATE FIRE MARSHAL

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

**SECTION 01 50 00
TEMPORARY FACILITIES AND CONTROLS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Temporary telecommunications services.
- B. Temporary sanitary facilities.
- C. Temporary controls: Barriers, enclosures, and fencing.
- D. Security requirements.
- E. Vehicular access and parking.
- F. Waste removal facilities and services.

1.02 TEMPORARY UTILITIES

- A. Owner will provide the following:
 - 1. Electrical power and metering, consisting of connection to existing facilities.
 - 2. Water supply, consisting of connection to existing facilities.

1.03 TELECOMMUNICATIONS SERVICES

- A. Provide, maintain, and pay for telecommunications services to field office at time of project mobilization.
- B. Telecommunications services shall include:
 - 1. One (1) mobile cellular telephone for each of Contractor's and any Subcontractor's field personnel.

1.04 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain required facilities and enclosures. Provide at time of project mobilization.
- B. Maintain daily in clean and sanitary condition.

1.05 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas, to prevent access to areas that could be hazardous to workers or the public, to allow for owner's use of site and to protect existing facilities and adjacent properties from damage from construction operations and demolition.
- B. Provide barricades and covered walkways required by governing authorities for public rights-of-way and for public access to existing building.
- C. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

1.06 SECURITY

- A. Provide security and facilities to protect Work, existing facilities, and Owner's operations from unauthorized entry, vandalism, or theft.

B. Coordinate with Owner on required security requirements.

1.07 VEHICULAR ACCESS AND PARKING

- A. Comply with regulations relating to use of streets and sidewalks, access to emergency facilities, and access for emergency vehicles.
- B. Coordinate access and haul routes with governing authorities and Owner.
- C. Provide and maintain access to fire hydrants, free of obstructions.
- D. Provide means of removing mud from vehicle wheels before entering streets.
- E. Provide temporary parking areas to accommodate construction personnel. When site space is not adequate, provide additional off-site parking.

Existing parking areas may be used for construction parking.

1.08 WASTE REMOVAL

- A. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.
- B. Provide containers with lids. Remove trash from site periodically.
- C. If materials to be recycled or re-used on the project must be stored on-site, provide suitable non-combustible containers; locate containers holding flammable material outside the structure unless otherwise approved by the authorities having jurisdiction.
- D. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

1.09 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, materials, prior to Date of Substantial Completion inspection.
- B. Clean and repair damage caused by installation or use of temporary work.
- C. Restore existing facilities used during construction to original condition.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

**SECTION 01 60 00
PRODUCT REQUIREMENTS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. General product requirements.
- B. Transportation, handling, storage and protection.
- C. Product option requirements.
- D. Substitution limitations.
- E. Procedures for Owner-supplied products.
- F. Maintenance materials, including extra materials, spare parts, tools, and software.

1.02 SUBMITTALS

- A. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- B. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- C. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
 - 1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.

1.03 QUALITY ASSURANCE

- A. Environmental Product Declaration (EPD): Publicly available, critically reviewed life cycle analysis having at least a cradle-to-gate scope.
 - 1. Good: Product-specific; compliant with ISO 14044.
 - 2. Better: Industry-wide, generic; compliant with ISO 21930, or with ISO 14044, ISO 14040, ISO 14025, and EN 15804; Type III third-party certification with external verification, in which the manufacturer is recognized as the program operator.
 - 3. Best: Commercial-product-specific; compliant with ISO 21930, or with ISO 14044, ISO 14040, ISO 14025, and EN 15804; Type III third-party certification with external verification, in which the manufacturer is recognized as the program operator.
 - 4. Where demonstration of impact reduction below industry average is required, submit both industry-wide and commercial-product-specific declarations; or submit at least 5 declarations for products of the same type by other manufacturers in the same industry.
- B. Health Product Declarations (HPD): Complete, published declaration with full disclosure of known hazards, prepared using one of the HPDC (HPD-OLT) online tools.

PART 2 PRODUCTS

2.01 NEW PRODUCTS

- A. Provide new products unless specifically required or permitted by Contract Documents.
- B. Designed, manufactured, and tested in accordance with industry standards.
- C. Where other criteria are met, Contractor shall give preference to products that:
 - 1. If used on interior, have lower emissions.
 - 2. If wet-applied, have lower VOC content.
 - 3. Are extracted, harvested, and/or manufactured closer to the location of the project.
 - 4. Have longer documented life span under normal use.
 - 5. Result in less construction waste.
 - 6. Are made of recycled materials.
 - 7. Have a published Environmental Product Declaration (EPD).
 - 8. Have a published Health Product Declaration (HPD).
 - 9. Have a published Manufacturer's Inventory of Chemical Content.

2.02 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

2.03 MAINTENANCE MATERIALS

- A. Furnish extra materials, spare parts, tools, and software of types and in quantities specified in individual specification sections.
- B. Deliver to Project site and place in location directed by Owner's representative; obtain Owner's signature on receipt for delivery prior to final payment. Submit signed receipts with Closeout Submittals.

PART 3 EXECUTION

3.01 SUBSTITUTION LIMITATIONS

- A. Substitutions Prior To Bid Opening: Architect/Engineer will consider a written request for substitution provided that such request is received at least seven (7) days prior to the Bid opening date. Requests received after that time will not be considered.
 - 1. Only Substitution Requests from Bidders will be considered.
 - 2. If a request is approved, the Architect/Engineer will issue and appropriate addendum not less than three (3) days prior to the Bid opening date.
- B. Substitutions After Notice of Award: Architect/Engineer will consider a request for substitution only from the Contractor and only under one or more of the following conditions:
 - 1. Substitution is required for compliance with final interpretation of code requirements or insurance regulations.

2. Specified product is not available through no fault of the Contractor.
 3. Specified product is not compatible with other specified materials/equipment.
 4. Manufacturer will not certify or warranty specified product as required.
- C. Document each request utilizing Substitution Request Form following this section with complete data substantiating compliance of proposed substitution with Contract Documents. Incomplete requests will not be considered. Submit a separate Substitution Request Form and accompanying documentation for each proposed substitution.
- D. Provide the following minimum documentation with each Substitution Request Form:
1. Product identification, manufacturer, product data including dimensions and weight, performance and installation instructions.
 2. Side-by-side itemized comparison of proposed substitution with specified product.
 3. Coordination information including other modifications required as a result of proposed substitution.
 4. Cost information including the effect of the proposed substitution on the Contract Sum.
- E. Sign and date the Substitution Request Form.
- F. A request for substitution constitutes a representation that the submitter:
1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
 2. Agrees to provide the same warranty for the substitution as for the specified product.
 3. Agrees to coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Owner.
 4. Waives claims for additional costs or time extension that may subsequently become apparent.
 5. Agrees to reimburse Owner and Architect/Engineer for review or redesign services associated with re-approval by authorities having jurisdiction over the Project.
- G. Architect/Engineer will notify submitter in writing of decision to accept or reject request.
- H. Substitutions of products or product characteristics/components/options/accessories will not be considered when they are indicated or implied on Contractor's submittals, without separate written request, or when acceptance will require revision to the Contract Documents, whether rejection of said substitutions is expressly identified by Architect/Engineer on Contractor's submittals or not.

3.02 TRANSPORTATION AND HANDLING

- A. Package products for shipment in manner to prevent damage; for equipment, package to avoid loss of factory calibration.
- B. If special precautions are required, attach instructions prominently and legibly on outside of packaging.
- C. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
- D. Transport and handle products in accordance with manufacturer's instructions.
- E. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.

- F. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- G. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage, and to minimize handling.
- H. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

3.03 STORAGE AND PROTECTION

- A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication.
- B. Store and protect products in accordance with manufacturers' instructions.
- C. Store with seals and labels intact and legible.
- D. Store sensitive products in weathertight, climate-controlled enclosures in an environment favorable to product.
- E. For exterior storage of fabricated products, place on sloped supports above ground.
- F. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.
- G. Comply with manufacturer's warranty conditions, if any.
- H. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- I. Prevent contact with material that may cause corrosion, discoloration, or staining.
- J. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- K. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

END OF SECTION

SUBSTITUTION REQUEST FORM

PROJECT: FIRE STATION #3 ROOF REPLACEMENT

SPECIFIED ITEM: _____

Specification Section	Page	Paragraph	Description
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The undersigned requests consideration of the following:

PROPOSED SUBSTITUTION: _____

Attached data includes project description, specifications, drawings, photographs, performance and test data adequate for evaluation of the request; applicable portions of the data are clearly identified.

Attached data also includes a description of changes to the Contract Documents which the proposed substitution will require for its proper installation.

The undersigned certifies that the following paragraphs, unless modified by attachments, are correct:

1. The proposed substitution does not affect dimensions shown on drawings.
2. The undersigned will pay for changes to the building design, including engineering design, detailing, and construction costs caused by the requested substitution.
3. The proposed substitution will have no adverse effect on other trades, the construction schedule, or specified warranty requirements.
4. Maintenance and service parts will be locally available for the proposed substitution.

The undersigned further states that the function, appearance, and quality of the proposed substitution are equivalent or superior to the specified item.

Printed Name

Signature

Date

Firm

Telephone

Email

Attachments (list): _____

For Use By The Architect/Engineer:

Accepted Accepted As Noted

Not Accepted Received Too Late

By: _____

Date: _____

Remarks: _____

**SECTION 01 70 00
EXECUTION AND CLOSEOUT REQUIREMENTS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Examination, preparation, and general installation procedures.
- B. Pre-installation meetings.
- C. Cutting and patching.
- D. Cleaning and protection.
- E. Demonstration and instruction of Owner personnel.
- F. Closeout procedures, including Contractor's Correction Punch List, except payment procedures.

1.02 RELATED REQUIREMENTS

- A. Section 01 30 00 - Administrative Requirements: Submittals procedures, Electronic document submittal service.
- B. Section 01 40 00 - Quality Requirements: Testing and inspection procedures.
- C. Section 01 50 00 - Temporary Facilities and Controls
- D. Section 01 78 00 - Closeout Submittals: Project record documents, operation and maintenance data, warranties, and bonds.

1.03 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.

1.04 PROJECT CONDITIONS

- A. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.
- B. Dust Control: Execute work by methods to minimize raising dust from construction operations. Provide positive means to prevent air-borne dust from dispersing into atmosphere and over adjacent property.
 - 1. Provide dust-proof barriers between construction areas and areas continuing to be occupied by Owner.
- C. Noise Control: Provide methods, means, and facilities to minimize noise produced by construction operations.
- D. Pest and Rodent Control: Provide methods, means, and facilities to prevent pests and insects from damaging the work.
- E. Rodent Control: Provide methods, means, and facilities to prevent rodents from accessing or invading premises.
- F. Pollution Control: Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by

construction operations. Comply with federal, state, and local regulations.

1.05 COORDINATION

- A. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- B. Notify affected utility companies and comply with their requirements.
- C. Verify that utility requirements and characteristics of new operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- D. Coordinate space requirements, supports, and installation of mechanical and electrical work that are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- E. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- F. Coordinate completion and clean-up of work of separate sections.
- G. After Owner occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

PART 2 PRODUCTS

2.01 PATCHING MATERIALS

- A. New Materials: As specified in product sections; match existing products and work for patching and extending work.
- B. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.
- C. Product Substitution: For any proposed change in materials, submit request for substitution described in Section 01 60 00 - Product Requirements.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.
- D. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or misfabrication.
- E. Verify that utility services are available, of the correct characteristics, and in the correct locations.

- F. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.

3.02 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

3.03 PREINSTALLATION MEETINGS

- A. When required in individual specification sections, convene a preinstallation meeting at the site prior to commencing work of the section.
- B. Require attendance of parties directly affecting, or affected by, work of the specific section.
- C. Notify Architect/Engineer four days in advance of meeting date.
- D. Prepare agenda and preside at meeting:
 - 1. Review conditions of examination, preparation and installation procedures.
 - 2. Review coordination with related work.
- E. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect/Engineer, Owner, participants, and those affected by decisions made.

3.04 GENERAL INSTALLATION REQUIREMENTS

- A. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.
- B. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.
- C. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.
- D. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.
- E. Make neat transitions between different surfaces, maintaining texture and appearance.

3.05 CUTTING AND PATCHING

- A. Whenever possible, execute the work by methods that avoid cutting or patching.
- B. Perform whatever cutting and patching is necessary to:
 - 1. Complete the work.
 - 2. Fit products together to integrate with other work.
 - 3. Provide openings for penetration of mechanical, electrical, and other services.
 - 4. Match work that has been cut to adjacent work.
 - 5. Repair areas adjacent to cuts to required condition.
 - 6. Repair new work damaged by subsequent work.
 - 7. Remove samples of installed work for testing when requested.

- 8. Remove and replace defective and non-complying work.
- C. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.
- D. Employ original installer to perform cutting for weather exposed and moisture resistant elements, and sight exposed surfaces.
- E. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.
- F. Restore work with new products in accordance with requirements of Contract Documents.
- G. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- H. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material , to full thickness of the penetrated element.
- I. Patching:
 - 1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
 - 2. Match color, texture, and appearance.
 - 3. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.

3.06 PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Remove debris and rubbish from closed or remote spaces, prior to enclosing the space.
- C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.
- D. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury.

3.07 PROTECTION OF INSTALLED WORK

- A. Protect installed work from damage by construction operations.
- B. Provide special protection where specified in individual specification sections.
- C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- D. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- E. Remove protective coverings when no longer needed; reuse or recycle coverings if possible.

3.08 FINAL CLEANING

- A. Execute final cleaning prior to final project assessment.
 - 1. Clean areas to be occupied by Owner prior to final completion before Owner occupancy.
- B. Use cleaning materials that are nonhazardous.
- C. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
- D. Clean site; sweep paved areas.
- E. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

3.09 CLOSEOUT PROCEDURES

- A. See Section 01 77 00 for additional requirements.
- B. Make submittals that are required by governing or other authorities.
- C. Accompany Project Coordinator on preliminary inspection to determine items to be listed for completion or correction in the Contractor's Correction Punch List for Contractor's Notice of Substantial Completion.
- D. Notify Architect/Engineer when work is considered ready for Architect/Engineer's Substantial Completion inspection.
- E. Submit written certification containing Contractor's Correction Punch List, that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Architect/Engineer's Substantial Completion inspection.
- F. Conduct Substantial Completion inspection and create Final Correction Punch List containing Architect/Engineer's and Contractor's comprehensive list of items identified to be completed or corrected and submit to Architect/Engineer.
- G. Correct items of work listed in Final Correction Punch List and comply with requirements for access to Owner-occupied areas.
- H. Notify Architect/Engineer when work is considered finally complete and ready for Architect/Engineer's Substantial Completion final inspection.
- I. Complete items of work determined by Architect/Engineer listed in executed Certificate of Substantial Completion.

END OF SECTION

**SECTION 01 77 00
CLOSEOUT PROCEDURES**

PART 1 GENERAL

1.01 SECTION INCLUDES:

- A. Substantial Completion Procedures.
- B. Final Completion Procedures.

1.02 RELATED REQUIREMENTS:

- A. Section 01 10 00 - Summary.
- B. Section 01 78 00 - Closeout Submittals.

1.03 SUBSTANTIAL COMPLETION PROCEDURES

- A. Substantial Completion Procedures will be in accordance with the Owner's General Conditions of the Contract for Construction, and include the following:
 - 1. When the Work or a portion of the Work is considered to be substantially complete, the Contractor inspects the project and prepares a comprehensive list of outstanding items to be completed or corrected, Initial Punch List.
 - 2. Contractor submits notice of Substantial Completion.
 - 3. Contractor completes items on the Initial Punch List.
 - 4. Architect/Engineer inspects the project to verify substantial completion and prepares a Final Punch List.
 - 5. Architect/Engineer prepares Certificate of Substantial Completion, acceptance is required by Owner and Contractor.

1.04 FINAL COMPLETION PROCEDURES

- A. Final Completion Procedures will be in accordance with the Owner's General Conditions of the Contract for Construction, and include the following:
 - 1. When items on Initial and Final Punch Lists are complete, submit notice of final completion and final application for payment.
 - 2. Submit Final Closeout Submittals as specified in Section 01 78 00.
 - 3. Architect will inspect project and verifies the Work is acceptable and conforms with the Contract Documents.
 - 4. Architect will process final application for payment and closeout submittals.

1.05 CORRECTION PERIOD

- A. Correction Period commences on the date of Substantial Completion and expires two years from that date.
- B. Owner: document non-conforming or defective work over course of Correction Period. Notify Contractor in writing of nonconforming or defective work. Copy Architect/Engineer.
 - 1. Life safety issues requiring immediate corrective work: Contact Contractor for action.

PART 2 PRODUCTS - NOT USED.

PART 3 EXECUTION - NOT USED.

END OF SECTION

**SECTION 01 78 00
CLOSEOUT SUBMITTALS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Warranties and bonds.
- B. Project record documents.

1.02 RELATED REQUIREMENTS

- A. Section 01 30 00 - Administrative Requirements: Submittals procedures, shop drawings, product data, and samples.
- B. Section 01 70 00 - Execution and Closeout Requirements: Contract closeout procedures.

1.03 SUBMITTALS

- A. Submit preliminary draft of proposed formats and outlines of contents of electronic Operation and Maintenance Manual, including warranties and bonds, record document Bookmarked Adobe PDF form before start of Work. Architect/Engineer will review draft and return with comments.
- B. Warranties and Bonds:
 - 1. Make other submittals within 10 days after Date of Substantial Completion, prior to final Application for Payment.
 - 2. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within 10 days after acceptance, listing the date of acceptance as the beginning of the warranty period.
- C. Project Record Documents: Submit documents to Architect/Engineer with claim for final Application for Payment.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 WARRANTIES AND BONDS

- A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within 10 days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until Date of Substantial completion is determined.
- B. Verify that documents are in proper form, contain full information, and are notarized.
- C. Co-execute submittals when required.
- D. Retain warranties and bonds until time specified for submittal.
- E. Include originals of each in operation and maintenance manuals, indexed separately on Table of Contents.

- F. Include color, 300 dpi resolution scans of each in Operation and Maintenance Manual PDF file, Bookmarked and indexed separately in Table of Contents.

3.02 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
 - 1. Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change Orders and other modifications to the Contract.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress.
- E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
 - 1. Manufacturer's name and product model and number.
 - 2. Product substitutions or alternates utilized.
 - 3. Changes made by Addenda and modifications.
- F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
 - 1. Measured depths of foundations in relation to finish first floor datum.
 - 2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 - 3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
 - 4. Field changes of dimension and detail.
 - 5. Details not on original Contract drawings.

END OF SECTION

**SECTION 06 10 00
ROUGH CARPENTRY**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Roof-mounted curbs.
- B. Roofing nailers.
- C. Preservative treated wood materials.
- D. Concealed wood blocking, nailers, and supports.

1.02 REFERENCE STANDARDS

- A. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware 2023.
- B. AWPA U1 - Use Category System: User Specification for Treated Wood 2023.
- C. PS 2 - Performance Standard for Wood Structural Panels 2018.
- D. PS 20 - American Softwood Lumber Standard 2021.
- E. WWPA G-5 - Western Lumber Grading Rules 2021.

1.03 DELIVERY, STORAGE, AND HANDLING

- A. General: Cover wood products to protect against moisture. Support stacked products to prevent deformation and to allow air circulation.

PART 2 PRODUCTS

2.01 GENERAL REQUIREMENTS

- A. Dimension Lumber: Comply with PS 20 and requirements of specified grading agencies.
 - 1. Species: Douglas Fir-Larch, unless otherwise indicated.
 - 2. If no species is specified, provide species graded by the agency specified; if no grading agency is specified, provide lumber graded by grading agency meeting the specified requirements.
 - 3. Grading Agency: Grading agency whose rules are approved by the Board of Review, American Lumber Standard Committee at www.alsc.org, and who provides grading service for the species and grade specified; provide lumber stamped with grade mark unless otherwise indicated.
 - 4. Lumber of other species or grades is acceptable provided structural and appearance characteristics are equivalent to or better than products specified.
- B. Provide sustainably harvested wood; see Section 01 60 00 - Product Requirements for requirements.

2.02 DIMENSION LUMBER FOR CONCEALED APPLICATIONS

- A. Grading Agency: Western Wood Products Association; WWPA G-5.
- B. Sizes: Nominal sizes as indicated on drawings, S4S.

- C. Moisture Content: S-dry or MC19.
- D. Miscellaneous Framing, Blocking, Nailers, Grounds, and Furring:
 - 1. Lumber: S4S, No. 2 or Standard Grade.
 - 2. Boards: Standard or No. 3.

2.03 CONSTRUCTION PANELS

- A. Roof Sheathing: PS 2 type, rated Structural I Sheathing.
 - 1. Bond Classification: Exterior.
 - 2. Thickness: Match thickness of existing wood roof decking.

2.04 ACCESSORIES

- A. Fasteners and Anchors:
 - 1. Metal and Finish: Hot-dipped galvanized steel complying with ASTM A153/A153M for high humidity and preservative-treated wood locations, unfinished steel elsewhere.

2.05 FACTORY WOOD TREATMENT

- A. Treated Lumber and Plywood: Comply with requirements of AWWA U1 - Use Category System for wood treatments determined by use categories, expected service conditions, and specific applications.
 - 1. Preservative-Treated Wood: Provide lumber and plywood marked or stamped by an ALSC-accredited testing agency, certifying level and type of treatment in accordance with AWWA standards.
- B. Preservative Pressure Treatment of Lumber Above Grade: AWWA U1, Use Category UC3B, Commodity Specification A using waterborne preservative.
 - 1. Kiln dry lumber after treatment to maximum moisture content of 15 percent.
 - 2. Treat lumber in contact with flashing or waterproofing.
 - 3. Treat lumber in contact with masonry or concrete.
 - 4. Treat lumber less than 18 inches above grade.
 - 5. Preservative Pressure Treatment of Plywood Above Grade: AWWA U1, Use Category UC2 and UC3B, Commodity Specification F using waterborne preservative.
 - a. Kiln dry plywood after treatment to maximum moisture content of 15 percent.
 - b. Treat plywood in contact with roofing, flashing, or waterproofing.
 - c. Treat plywood in contact with masonry or concrete.
 - d. Treat plywood less than 18 inches above grade.
- C. Restrictions: Do not use lumber or plywood treated with chromated copper arsenate (CCA) in exposed exterior applications subject to leaching.

PART 3 EXECUTION

3.01 PREPARATION

- A. Coordinate installation of rough carpentry members specified in other sections.

3.02 INSTALLATION - GENERAL

- A. Select material sizes to minimize waste.

- B. Reuse scrap to the greatest extent possible; clearly separate scrap for use on site as accessory components, including: shims, bracing, and blocking.
- C. Where treated wood is used on interior, provide temporary ventilation during and immediately after installation sufficient to remove indoor air contaminants.

3.03 ROOF-RELATED CARPENTRY

- A. Coordinate installation of roofing carpentry with deck construction, framing of roof openings, and roofing assembly installation.
- B. Provide wood curb at each roof opening except where specifically indicated otherwise; form corners by alternating lapping side members.

3.04 INSTALLATION OF CONSTRUCTION PANELS

- A. Roof Sheathing: Secure panels with long dimension perpendicular to framing members, with ends staggered and over firm bearing.
 - 1. At long edges use sheathing clips where joints occur between roof framing members.
 - 2. Nail panels to framing; staples are not permitted.

3.05 TOLERANCES

- A. Variation from Plane, Other than Floors: 1/4 inch in 10 feet maximum, and 1/4 inch in 30 feet maximum.

3.06 CLEANING

- A. Waste Disposal:
 - 1. Comply with applicable regulations.
 - 2. Do not burn scrap on project site.
 - 3. Do not burn scraps that have been pressure treated.
 - 4. Do not send materials treated with pentachlorophenol, CCA, or ACA to co-generation facilities or "waste-to-energy" facilities.
- B. Do not leave wood, shavings, sawdust, etc. on the ground or buried in fill.
- C. Prevent sawdust and wood shavings from entering the storm drainage system.

END OF SECTION

**SECTION 07 01 50.19
PREPARATION FOR RE-ROOFING**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Replacement of existing roofing system in preparation for entire new roofing system.
- B. Removal of existing flashing and counterflashings.
- C. Temporary roofing protection.

1.02 RELATED REQUIREMENTS

- A. Section 07 51 00 - Built-Up Bituminous Roofing.
- B. Section 07 53 00 - Elastomeric Membrane Roofing.
- C. Section 07 62 00 - Sheet Metal Flashing and Trim: Replacement of flashing and counterflashings.

1.03 REFERENCE STANDARDS

- A. ASTM C208 - Standard Specification for Cellulosic Fiber Insulating Board 2022.

1.04 ADMINISTRATIVE REQUIREMENTS

- A. Coordinate with affected mechanical and electrical work associated with roof penetrations.
- B. Schedule work to coincide with commencement of installation of new roofing system.

1.05 QUALITY ASSURANCE

- A. Materials Removal Company Qualifications: Company specializing in performing work of type specified with at least five years of documented experience.
- B. Installer Qualifications: Company specializing in performing work of the type specified and with at least three years of documented experience.
 - 1. When same installer as new roofing system, comply with related requirements of section indicated for new roofing system.
 - 2. Approved by existing roofing system warrantor to work on existing warranted roof system.

1.06 FIELD CONDITIONS

- A. Do not remove existing roofing membrane when weather conditions threaten the integrity of building contents or intended continued occupancy.
- B. Maintain continuous temporary protection prior to and during installation of new roofing system.
- C. Provide notice at least three days before starting activities that will affect normal building operations.
- D. Verify that occupants have been evacuated from building areas when work on structurally impaired roof decking is scheduled to begin.
- E. Owner will occupy building areas directly below re-roofing area.

1. Provide Owner with at least 72 hours written notice of roofing activities that may affect their operations and to allow them to prepare for upcoming activities as necessary.
2. Do not disrupt Owner's operations or activities.

PART 2 PRODUCTS

2.01 COMPONENTS

- A. See the following sections for additional information on components relating to this work:
1. Replacement and removal of existing roofing system in preparation for entire new roofing system, refer to Section 07 53 00.
 2. Remove existing flashing and counterflashings in preparation for replacement of these materials as part of this work, see Section 07 62 00 for material requirements.

2.02 MATERIALS

- A. Temporary Roofing Protection Materials:
1. Plastic Sheeting: Provide polyethylene sheets; use weights to retain sheeting in position.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that existing roof surface has been cleared of materials being removed from existing roofing system and ready for next phase of work as required.

3.02 PREPARATION

- A. Sweep roof surface clean of loose matter.
- B. Remove loose refuse and dispose of properly off-site.

3.03 MATERIAL REMOVAL

- A. Remove only existing roofing materials that can be replaced with new materials the same day.
- B. Remove metal counter flashings.
- C. Scrape roofing gravel from membrane surface without causing serious damage to membrane felts.
- D. Remove roofing membrane, perimeter base flashings and flashings around roof protrusions. and perimeter cants on upper roof.
- E. Carefully temporarily remove and protect wires, cables and antennas that may be in the way of demolition work or new work. Coordinate with Owner for wires, cables and antennas that may require disconnection and reconnection.
- F. Remove insulation and fasteners, , and blocking.
- G. Repair existing wood deck surface to provide smooth working surface for new roof system. Replace rotted sections of wood deck with plywood of same thickness.

3.04 INSTALLATION

- A. Coordinate scope of this work with requirements for installation of new roofing system, see Section 07 51 00 for additional requirements.

3.05 PROTECTION

- A. Provide temporary protective sheeting over uncovered deck surfaces.
- B. Turn sheeting up and over parapets and curbing. Retain sheeting in position with weights and/or temporary fasteners as appropriate.
- C. Provide for surface drainage from sheeting to existing drainage facilities.
- D. Do not permit traffic over unprotected or repaired deck surface.

END OF SECTION

**SECTION 07 31 13
ASPHALT SHINGLES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Asphalt shingle roofing.
- B. Flexible sheet membranes for eave protection, underlayment, and valley protection.
- C. Metal flashing.

1.02 RELATED REQUIREMENTS

- A. Section 01 23 00 - Alternates: Alternate No. 1.
- B. Section 06 10 00 - Rough Carpentry: Roof sheathing replacement.
- C. Section 07 71 00 - Roof Specialties: Attic space vent within shingled roof area.

1.03 REFERENCE STANDARDS

- A. ASTM D226/D226M - Standard Specification for Asphalt-Saturated Organic Felt Used in Roofing and Waterproofing 2017 (Reapproved 2023).
- B. ASTM D1970/D1970M - Standard Specification for Self-Adhering Polymer Modified Bituminous Sheet Materials Used as Steep Roofing Underlayment for Ice Dam Protection 2021.
- C. ASTM D3161/D3161M - Standard Test Method for Wind Resistance of Steep Slope Roofing Products (Fan-Induced Method) 2020.
- D. ASTM D3462/D3462M - Standard Specification for Asphalt Shingles Made from Glass Felt and Surfaced with Mineral Granules 2023.
- E. ASTM D4586/D4586M - Standard Specification for Asphalt Roof Cement, Asbestos-Free 2007 (Reapproved 2018).
- F. ASTM E108 - Standard Test Methods for Fire Tests of Roof Coverings 2020a.
- G. ASTM F1667/F1667M - Standard Specification for Driven Fasteners: Nails, Spikes, and Staples 2021a.
- H. NRCA (RM) - The NRCA Roofing Manual 2023.
- I. SMACNA (ASMM) - Architectural Sheet Metal Manual 2012.
- J. UL (DIR) - Online Certifications Directory Current Edition.

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide data indicating material characteristics, performance criteria, and limitations.
- C. Shop Drawings: For metal flashings, indicate specially configured metal flashings, fastening methods and locations, and installation details.

- D. Samples: Submit two samples of each shingle color indicating color range and finish texture/pattern ; for color selection.
- E. Manufacturer's Installation Instructions: Indicate installation criteria and procedures.
- F. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.
- G. Installer's qualification statement.
- H. Warranty Documentation: Submit manufacturer warranty and ensure that forms have been completed in Owner's name and registered with manufacturer.
- I. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
 - 1. See Section 01 60 00 - Product Requirements for additional provisions.
 - 2. Extra Shingles: One bundle of selected type and color.

1.05 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacture of roofing systems similar to those required for this project, with not less than 30 years of experience.
- B. Installer Qualifications: Company specializing in installing asphalt shingles, with at least ten years of documented experience.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Deliver and store materials with labels intact in manufacturer's unopened packaging until ready for installation.
- B. Store materials under dry and waterproof cover, well ventilated, and elevated above grade on a flat surface.
- C. Protect materials from harmful environmental elements, construction dust, direct sunlight, and other potentially detrimental conditions.
- D. When storing roofing materials on roofing system ensure that no damage occurs to supporting members and other materials.

1.07 FIELD CONDITIONS

- A. Do not install shingles, eave protection membrane or underlayment when surface, ambient air, or wind chill temperatures are below 45 degrees F.

1.08 WARRANTY

- A. See Section 01 78 00 - Closeout Submittals for additional warranty requirements.
- B. Provide forty (40) year (min.) manufacturer's warranty for coverage against manufacturing defects.
- C. Provide 10 year, minimum, manufacturer's warranty for coverage against black streaks caused by algae.
- D. Provide fifteen (15) year manufacturer's standard warranty for wind damage.
- E. Extended Correction Period: Correct defective work within 2-year period commencing on Date of Substantial Completion.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Asphalt Shingles:

1. Certaineed Roofing; Landmark Premium Shingles: www.certainteed.com.
2. GAF; Timberline High Definition: www.gaf.com.
3. IKO Industries Inc; Cambridge: www.iko.com.
4. Owens Corning Corp; Oakridge: www.owenscorning.com.
5. Tamko Roofing Products; Heritage Premium: www.tamko.com.
6. Substitutions: Not permitted.

2.02 ASPHALT SHINGLES

A. Asphalt Shingles: Asphalt-coated glass felt, mineral granule surfaced, complying with ASTM D3462/D3462M.

1. Fire Resistance: Class A, complying with ASTM E108.
2. Wind Resistance: Class A, when tested in accordance with ASTM D3161/D3161M.
3. Warranted Wind Speed: Not greater than 110 mph.
4. Algae resistant.
5. Self-sealing type.
6. Style: Laminated overlay.
7. Color: As selected by Owner from manufacturer's full color line.

2.03 SHEET MATERIALS

A. Manufacturers/Products: Same as manufacturer of asphalt shingles, or approved by shingle manufacturer, for incorporation into shingle manufacturer's total roofing system warranty.

B. Eave Protection Membrane:

1. Self-adhering polymer-modified asphalt sheet complying with ASTM D1970/D1970M; 40 mil total thickness; with strippable treated release paper and polyethylene sheet top surface.

C. Eave Edge Starter Shingles: Glass felt base, with ceramic coated mineral granules tightly embedded in refined, water-resistant asphalt, complying with ASTM D3462/D3462M.

1. Wind Resistance: Class F, when tested in accordance with ASTM D3161/D3161M.
2. Fire Resistance: Class A, complying with ASTM E108.
3. Shingle Size: 7-5/8 by 38-3/4 inches, nominal.
4. Application: Roof with slope greater than 2 inches per foot and shingle exposure less than 5-5/8 inches.

D. Underlayment: Asphalt-saturated organic roofing felt, unperforated, complying with ASTM D226/D226M, Type I, No. 15.

E. Flexible Flashing: Self-adhering polymer-modified asphalt sheet complying with ASTM D1970/D1970M; 40 mil total thickness; with strippable treated release paper and polyethylene sheet top surface.

1. Manufacturer: Same as manufacturer of shingles or approved by shingle manufacturer for incorporation into shingle manufacturer's total roofing system warranty.

2.04 METAL FLASHING

- A. Metal Flashings: Provide sheet metal eave edge and base ("baby tin") flashing.
 - 1. Form flashings to profiles indicated on drawings.
 - 2. Form sections square and accurate to profile, in maximum possible lengths, free from distortion or defects detrimental to appearance or performance.
 - 3. Hem exposed edges of flashings minimum 1/4 inch on underside.
- B. Aluminum Flashing: Prefinished aluminum, 26 gauge, 0.017 inch minimum thickness; PVC coating, color as selected; use for eave edge/gutter apron flashings.
- C. Stainless Steel Flashing: 28 gauge thickness; use for base flashings.

2.05 ACCESSORIES

- A. Roofing Nails: Standard round wire shingle type, galvanized steel, stainless steel, or aluminum roofing nails, minimum 3/8-inch head diameter, 12-gauge, 0.109-inch nail shank diameter, 1-1/2 inches long and complying with ASTM F1667/F1667M.
- B. Asphalt Roof Cement: ASTM D4586/D4586M, asbestos-free.
- C. Lap Cement: Fibrated cutback asphalt type, recommended for use in application of underlayment, free of toxic solvents.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify existing conditions prior to starting this work.
- B. Verify that roof deck is of sufficient thickness to accept fasteners.
- C. Verify that roof penetrations and plumbing stacks are in place and flashed to deck surface.
- D. Verify roof openings are correctly framed.
- E. Verify deck surfaces are dry, free of ridges, warps, or voids.

3.02 PREPARATION

- A. Seal roof deck joints wider than 1/16 inch as recommended by shingle manufacturer.
- B. At areas where eave protection membrane is to be adhered to substrate, fill knot holes and surface cracks with latex filler.
- C. Broom clean deck surfaces before installing underlayment or eave protection.
- D. Install eave edge flashings tight with fascia boards, weather lap joints 2 inches and seal with plastic cement, and secure flange with nails spaced 6 inches on center.

3.03 INSTALLATION

- A. Eave Protection Membrane:
 - 1. Install eave protection membrane from eave edge to minimum 24 inches up-slope beyond interior face of exterior wall.

2. Install eave protection membrane in accordance with manufacturer's instructions and NRCA (RM) applicable requirements.
- B. Underlayment:
1. Roof Slopes Greater Than 4:12: Install underlayment perpendicular to slope of roof, with ends and edges weather lapped minimum 4 inches; stagger end laps of each consecutive layer, nail in place, and weather lap minimum 4 inches over eave protection.
 2. Weather lap and seal watertight with plastic cement any items projecting through or mounted on roof.
- C. Valley Protection:
1. Install flexible flashing in accordance with manufacturer's instructions and NRCA (RM) applicable requirements.
 2. Weather lap joints minimum 2 inches.
- D. Metal Flashing:
1. Install flashings in accordance with manufacturer's instructions and NRCA (RM) applicable requirements.
 2. Weather lap joints minimum 2 inches and seal weather tight with plastic cement.
 3. Secure in place with nails at 12 inches on center, and conceal fastenings.
 4. Items Projecting Through or Mounted on Roofing: Flash and seal weather tight with plastic cement.
- E. Shingles:
1. Install shingles in accordance with manufacturer's instructions and NRCA (RM) applicable requirements.
 - a. Fasten individual shingles using two nails per shingle, or as required by manufacturer and local building code, whichever is greater.
 - b. Fasten strip shingles using four nails per strip, or as required by manufacturer and local building code, whichever is greater.
 2. Place shingles in straight coursing pattern with 5-inch weather exposure to produce double thickness over full roof area, and provide double course of shingles at eaves.
 3. Project first course of shingles 3/4 inch beyond fascia boards.
 4. Extend shingles 1/2 inch beyond face of gable edge fascia boards.
 5. Extend shingles on one slope across valley and fasten; trim shingles from other slope 2 inches from valley center line to achieve closed cut valley, concealing valley protection.
 6. Cap hips with individual shingles, maintaining 5-inch weather exposure, and place to avoid exposed nails.
 7. Coordinate installation of roof mounted components or work projecting through roof with weathertight placement of counterflashings.
 8. Complete installation to provide weathertight service.

3.04 CLEANING

- A. See Section 01 70 00 - Execution and Closeout Requirements for additional requirements.
- B. Clean exposed work upon completion of installation; remove grease and oil films, excess joint sealer, handling marks, and debris from installation, leaving work clean and unmarked, free from dents, creases, waves, scratch marks, or other damage to finish.

3.05 PROTECTION

- A. Do not permit traffic over finished roof surface; protect roofing until completion of project.
- B. Touch-up, repair, or replace damaged asphalt shingles or accessories before Date of Substantial Completion.

END OF SECTION

**SECTION 07 53 00
ELASTOMERIC MEMBRANE ROOFING**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Elastomeric roofing membrane, adhered conventional application.
- B. Insulation, flat and tapered.
- C. Roofing stack boots.

1.02 RELATED REQUIREMENTS

- A. Section 07 62 00 - Sheet Metal Flashing and Trim: Flashings and counterflashings.
- B. Section 07 71 00 - Roof Specialties: Pipe/stack boots and roof portals.

1.03 REFERENCE STANDARDS

- A. ASCE 7 - Minimum Design Loads and Associated Criteria for Buildings and Other Structures Most Recent Edition Cited by Referring Code or Reference Standard.
- B. ASTM C1289 - Standard Specification for Faced Rigid Cellular Polyisocyanurate Thermal Insulation Board 2023.
- C. ASTM D412 - Standard Test Methods for Vulcanized Rubber and Thermoplastic Elastomers-- Tension 2016 (Reapproved 2021).
- D. ASTM D624 - Standard Test Method for Tear Strength of Conventional Vulcanized Rubber and Thermoplastic Elastomers 2000 (Reapproved 2020).
- E. ASTM D746 - Standard Test Method for Brittleness Temperature of Plastics and Elastomers by Impact 2020.
- F. ASTM D2240 - Standard Test Method for Rubber Property--Durometer Hardness 2015 (Reapproved 2021).
- G. ASTM D4637/D4637M - Standard Specification for EPDM Sheet Used in Single-Ply Roof Membrane 2015, with Editorial Revision (2022).
- H. FM (AG) - FM Approval Guide Current Edition.
- I. FM DS 1-28 - Wind Design 2015, with Editorial Revision (2022).
- J. FM DS 1-29 - Roof Deck Securement and Above-Deck Roof Components 2016, with Editorial Revision (2022).
- K. NRCA (RM) - The NRCA Roofing Manual 2023.
- L. NRCA (WM) - The NRCA Waterproofing Manual 2021.
- M. UL (DIR) - Online Certifications Directory Current Edition.

1.04 ADMINISTRATIVE REQUIREMENTS

- A. Coordinate with installation of associated counterflashings installed under other sections.

- B. Preinstallation Meeting: Convene a preinstallation meeting one week before starting work of this section; require attendance by all affected installers; review preparation and installation procedures and coordination and scheduling necessary for related work.

1.05 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide data indicating membrane materials, flashing materials, insulation, vapor retarder, surfacing, and fasteners.
- C. Shop Drawings: Indicate joint or termination detail conditions, conditions of interface with other materials, setting plan for tapered insulation, and mechanical fastener layout.
- D. Manufacturer's Installation Instructions: Indicate membrane seaming precautions, special procedures, and perimeter conditions requiring special attention.
- E. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.
- F. Manufacturer's Field Reports: Indicate procedures followed, ambient temperatures, humidity, wind velocity during application, and supplementary instructions given.
- G. Installer's qualification statement.
- H. Warranty: Submit manufacturer warranty and ensure forms have been completed in Owner's name and registered with manufacturer.

1.06 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum ten years of experience.
- B. Installer Qualifications: Company specializing in performing the work of this section with minimum fifteen years documented experience, and approved by manufacturer.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials in manufacturer's original containers, dry and undamaged, with seals and labels intact.
- B. Store materials in weather protected environment, clear of ground and moisture.
- C. Ensure storage and staging of materials does not exceed static and dynamic load-bearing capacities of roof decking.
- D. Protect foam insulation from direct exposure to sunlight.

1.08 FIELD CONDITIONS

- A. Do not apply roofing membrane during unsuitable weather.
- B. Do not apply roofing membrane when ambient temperature is below 40 degrees F or above 95 degrees F.

- C. Do not apply roofing membrane to damp or frozen deck surface or when precipitation is expected or occurring.
- D. Do not expose materials vulnerable to water or sun damage in quantities greater than can be weatherproofed the same day.
- E. Schedule applications so that no partially completed sections of roof are left exposed at end of workday.

1.09 WARRANTY

- A. See Section 01 78 00 - Closeout Submittals for additional warranty requirements.
- B. Correct defective work within a two year period after Date of Substantial Completion.
- C. Provide manufacturer's extended twenty (20) year "total roof system" material and labor warranty to cover failure to prevent penetration of water. Include entire roof system, from top of roof decking to top of roofing membrane, including associated metal flashings and counterflashings.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. EPDM Membrane Materials:
 - 1. Carlisle SynTec Systems; Sure-Seal EPDM: www.carlisle-syntec.com.
 - 2. Elevate; RubberGard Low Slope Fire Retardant (LSFR) EPDM Membrane Pre-taped (PT): www.holcimelevate.com.
 - 3. GenFlex Roofing Systems, LLC: www.genflex.com.
 - 4. Versico Roofing Systems; VersiGard EPDM: www.versico.com.
 - 5. Substitutions: Not permitted.
- B. Insulation:
 - 1. Same manufacturer as EPDM Membrane Materials, for inclusion in total system warranty.

2.02 ROOFING

- A. Elastomeric Membrane Roofing: One ply membrane, fully adhered, over insulation.
- B. Roofing Assembly Requirements:
 - 1. Roof Covering External Fire Resistance Classification: UL (DIR) certified Class A.
 - 2. Factory Mutual Classification: Class 1 and windstorm resistance of 1-90, in accordance with FM DS 1-28.
 - 3. Securement of Roofing Components: As prescribed in FM DS 1-29 and ASCE 7.
- C. Acceptable Insulation Types - Constant Thickness Application:
 - 1. Minimum single layer of polyisocyanurate board, adding layers as required to achieve slopes indicated on the drawings.
- D. Acceptable Insulation Types - Tapered Application:
 - 1. Tapered polyisocyanurate board.

2.03 ROOFING MEMBRANE AND ASSOCIATED MATERIALS

- A. Membrane: Ethylene-propylene-diene-terpolymer (EPDM); non-reinforced; complying with minimum properties of ASTM D4637.
 - 1. Thickness: 60 mil, 0.060 inch.
 - 2. Sheet Width: 120 inches, minimum; factory fabricate into widest possible sheets.
 - 3. Color: Black.
 - 4. Tensile Strength: 1,300 psi, minimum, measured in accordance with ASTM D412.
 - 5. Ultimate Elongation: 300 percent, minimum, measured in accordance with ASTM D412.
 - 6. Durometer Hardness, Type A: 65 +/-10, minimum, in accordance with ASTM D2240
 - 7. Tear Strength: 150 lbf per inch, measured in accordance with ASTM D624.
 - 8. Water Vapor Permeability: 2.0 perm inch, measured in accordance with ASTM E96/E96M.
 - 9. Brittleness Temperature: -49 degrees F, measured in accordance with ASTM D746.
- B. Seaming Materials: As recommended by membrane manufacturer.
- C. Flexible Flashing Material: Same material as membrane.

2.04 INSULATION

- A. Polyisocyanurate (ISO) Board Insulation: Rigid cellular foam, complying with ASTM C1289.
 - 1. Classifications:
 - a. Type II: Faced with either cellulosic facers or glass fiber mat facers on both major surfaces of the core foam.
 - 1) Class 1 - Faced with glass fiber reinforced cellulosic facers on both major surfaces of the core foam.
 - 2) Compressive Strength: Classes 1-2-3, Grade 2 - 20 psi (138 kPa), minimum.
 - 3) Thermal Resistance, R-value: At 1-1/2 inches thick; Class 1, Grades 1-2-3 - 8.4 (1.48) at 75 degrees F. Total thickness and R-value as indicated on the Drawings.
 - 2. Board Size:
 - a. Fully Adhered Applications: 48 x 48 inches.
 - 3. Board Thickness: As indicated on the Drawings.
 - 4. Maximum Board Thickness: 3 inches.
 - 5. Tapered Board: Slope as indicated on the Drawings; minimum thickness 1/2 inch; fabricate of fewest layers possible.
 - 6. Board Edges: Square.

2.05 ACCESSORIES

- A. Stack Boots: Prefabricated flexible boot and collar for pipe stacks through membrane; same material as membrane.
- B. Insulation Fasteners: Appropriate for purpose intended and approved by Factory Mutual and roofing manufacturer.
 - 1. Length as required for thickness of insulation material and penetration of deck substrate, with metal washers.
- C. Membrane Adhesive: As recommended by membrane manufacturer.
- D. Surface Conditioner for Adhesives: Compatible with membrane and adhesives.

- E. Thinners and Cleaners: As recommended by adhesive manufacturer, compatible with membrane.
- F. Insulation Adhesive: Low-rise polyurethane foam type, ss recommended by insulation manufacturer.
- G. Sealants: As recommended by membrane manufacturer.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that surfaces and site conditions are ready to receive work.
- B. Verify deck is supported and secure.
- C. Verify deck is clean and smooth, flat, free of depressions, waves, or projections, properly sloped and suitable for installation of roof system.
- D. Verify deck surfaces are dry and free of snow or ice.
- E. Verify that roof openings, curbs, and penetrations through roof are solidly set, and nailing strips are in place.

3.02 PREPARATION - WOOD DECK

- A. Verify flatness and tightness of joints in wood decking; fill knot holes with latex filler.

3.03 INSTALLATION - VAPOR RETARDER AND INSULATION, UNDER MEMBRANE

- A. Apply vapor retarder to deck surface with adhesive/primer in accordance with manufacturer's instructions and recommendations for roof deck substrate type.
 - 1. Extend vapor retarder under perimeter blocking, past deck edge and up backside face of parapets to top of insulation. Seal top edge of vapor retarder to backside face of parapets.
 - 2. Extend vapor retarder up outside faces of roof curbs to level of top surface of roof insulation. Seal top edge of vapor retarder to roof curb surfaces.
 - 3. Where possible, install flexible flashing from vapor retarder to air seal material of wall construction, lap and seal to provide continuity of the air barrier plane.
 - 4. Seal vapor retarder to roof drain bodies and to other roof deck penetrations.
- B. Ensure vapor retarder is clean and dry, continuous, and ready for application of insulation.
- C. Attachment of Insulation:
 - 1. Mechanically fasten first layer of insulation to deck in accordance with roofing manufacturer's instructions and FM (AG) Factory Mutual requirements.
 - 2. Embed subsequent layers of insulation into full bed of adhesive in accordance with roofing and insulation manufacturers' instructions.
- D. Lay subsequent layers of insulation with joints staggered minimum 6 inches from joints of preceding layer.
- E. Place tapered insulation to the required slope pattern in accordance with manufacturer's instructions.
- F. Lay boards with edges in moderate contact without forcing. Cut insulation to fit neatly to perimeter blocking and around penetrations through roof.

G. Do not apply more insulation than can be covered with membrane in same day.

3.04 INSTALLATION - MEMBRANE

- A. Install elastomeric membrane roofing system in accordance with manufacturer's recommendations and NRCA (WM) applicable requirements.
- B. Roll out membrane, free from wrinkles or tears. Place sheet into place without stretching.
- C. Shingle joints on sloped substrate in direction of drainage.
- D. Fully Adhered Application: Apply adhesive to substrate. Fully embed membrane in adhesive except in areas directly over or within 3 inches of expansion joints. Fully adhere one roll before proceeding to adjacent rolls.
- E. Overlap edges and ends and seal seams by contact adhesive, minimum 3 inches. Seal permanently waterproof. Apply uniform bead of sealant to joint edge.
- F. At intersections with vertical surfaces:
 - 1. Secure flexible flashing attachment strip to nailing strips at 4 inches on center.
 - 2. Extend membrane over flexible flashing and nailing strips and up a minimum of 8 inches onto vertical surfaces.
 - 3. Fully adhere membrane to flexible flashing attachment strip.
 - 4. Install in accordance with NRCA (RM) Construction Detail EPDM-1.
- G. At roof edge flashings, extend membrane under roof edge flashing and onto the outside face of roof edge blocking, then strip in roof edge flashing with flexible flashing.
 - 1. Install in accordance with NRCA (RM) Construction Detail EPDM-2, EPDM-2A, EPDM-3 or EPDM 4, as applicable to the roof perimeter condition.
- H. Around roof penetrations, seal flanges and flashings with flexible flashing, or provide boot specified in Section 07 71 00.
 - 1. At piping locations, install in accordance with NRCA (RM) Construction Detail EPDM-19 or EPDM-19A.
 - 2. At hot vent locations, install in accordance with NRCA (RM) Construction Detail EPDM-18.
- I. Coordinate installation of associated counterflashings installed under other sections.

3.05 FIELD QUALITY CONTROL

- A. See Section 01 40 00 - Quality Requirements for additional requirements.
- B. Require site attendance of roofing material manufacturer at mobilization and upon completion of the Work.

3.06 CLEANING

- A. See Section 01 70 00 - Execution and Closeout Requirements for additional requirements.
- B. Remove bituminous markings from finished surfaces.
- C. In areas where finished surfaces are soiled by work of this section, consult manufacturer of surfaces for cleaning advice and comply with their documented instructions.
- D. Repair or replace defaced or damaged finishes caused by work of this section.

E. Carefully reinstall temporarily removed components such as wires, cables and antennas.

3.07 PROTECTION

A. Protect installed roofing and flashings from construction operations.

B. Where traffic must continue over finished roof membrane, protect surfaces using durable materials.

END OF SECTION

**SECTION 07 62 00
SHEET METAL FLASHING AND TRIM**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Fabricated sheet metal items, including flashings, counterflashings, gutters, downspouts, and other items indicated in Schedule.
- B. Sealants for joints within sheet metal fabrications.

1.02 RELATED REQUIREMENTS

- A. Section 07 71 23 - Manufactured Gutters and Downspouts.

1.03 REFERENCE STANDARDS

- A. ASTM A666 - Standard Specification for Annealed or Cold-Worked Austenitic Stainless Steel Sheet, Strip, Plate, and Flat Bar 2023.
- B. ASTM B209/B209M - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate 2021a.
- C. ASTM C920 - Standard Specification for Elastomeric Joint Sealants 2018.
- D. CDA A4050 - Copper in Architecture - Handbook current edition.
- E. SMACNA (ASMM) - Architectural Sheet Metal Manual 2012.

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Shop Drawings: Indicate material profile, jointing pattern, jointing details, fastening methods, flashings, terminations, and installation details.
- C. Samples: Submit two samples 2 by 4 inch in size illustrating metal finish color.
- D. Manufacturer's standard limited warranty on painted finishes.

1.05 QUALITY ASSURANCE

- A. Perform work in accordance with SMACNA (ASMM) and CDA A4050 requirements and standard details, except as otherwise indicated.
- B. Fabricator and Installer Qualifications: Company specializing in sheet metal work with five years of experience.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Stack material to prevent twisting, bending, and abrasion, and to provide ventilation. Slope metal sheets to ensure drainage.
- B. Prevent contact with materials that could cause discoloration or staining.

1.07 WARRANTY

- A. See Section 01 78 00 - Closeout Submittals, for additional warranty requirements.

- B. Correct defective Work within a two year period after Date of Substantial Completion.
- C. Provide manufacturer's standard twenty (20) year limited finish warranty against cracking, crazing, chipping, peeling, excessive chalking and excessive fading/color change.

PART 2 PRODUCTS

2.01 SHEET MATERIALS

- A. Pre-Finished Aluminum: ASTM B209/B209M; plain finish shop pre-coated with PVDF coating.
 - 1. Color: As selected by Owner from manufacturer's full colors.
- B. Stainless Steel: ASTM A666, Type 304 alloy, soft temper, 28 gauge, 0.0156 inch thick; smooth No. 4 - Brushed finish.

2.02 FABRICATION

- A. Form sections true to shape, accurate in size, square, and free from distortion or defects.
- B. Fabricate cleats of same material as sheet, minimum 3 inches wide, interlocking with sheet.
- C. Form pieces in longest possible lengths.
- D. Hem exposed edges on underside 1/2 inch; miter and seam corners.
- E. Form material with flat lock seams, except where otherwise indicated; at moving joints, use sealed lapped, bayonet-type or interlocking hooked seams.
- F. Fabricate corners from one piece with minimum 18-inch long legs; seam for rigidity, seal with sealant.
- G. Fabricate vertical faces with bottom edge formed outward 1/4 inch and hemmed to form drip.
- H. Fabricate flashings to allow toe to extend 2 inches over roofing gravel. Return and brake edges.

2.03 GUTTERS AND DOWNSPOUTS

- A. Gutters: Size and profile as indicated on Drawings.
- B. Downspouts: Round profile; 4 inch diameter.
- C. Accessories: Profiled to suit gutters and downspouts.
 - 1. Anchorage Devices: In accordance with SMACNA (ASMM) requirements.
 - 2. Gutter Supports: Brackets.
 - 3. Downspout Supports: Straps.
- D. Downspout Boots: Re-use existing.
- E. Seal metal joints.

2.04 ACCESSORIES

- A. Fasteners: Galvanized steel, with soft neoprene washers.
- B. Primer Type: Zinc chromate.
- C. Protective Backing Paint: Zinc molybdate alkyd.

- D. Concealed Sealants: Non-curing butyl sealant.
- E. Exposed Sealants: ASTM C920; elastomeric sealant, with minimum movement capability as recommended by manufacturer for substrates to be sealed; color to match adjacent material.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify roof openings, curbs, pipes, sleeves, ducts, and vents through roof are solidly set, , and nailing strips located.
- B. Verify roofing termination and base flashings are in place, sealed, and secure.

3.02 PREPARATION

- A. Install starter and edge strips, and cleats before starting installation.
- B. Back paint concealed metal surfaces with protective backing paint to a minimum dry film thickness of 15 mil, 0.015 inch.

3.03 INSTALLATION

- A. Secure flashings in place using concealed fasteners, and use exposed fasteners only where permitted.
- B. Fit flashings tight in place; make corners square, surfaces true and straight in planes, and lines accurate to profiles.
- C. Seal metal joints watertight.
- D. Secure gutters and downspouts in place with fasteners, brackets and straps as appropriate.
- E. Slope gutters 1/4 inch per 10 feet.
- F. Connect lower roof downspouts to existing downspout boots, and seal connection watertight.

3.04 SCHEDULE

- A. Fascia:
 - 1. Material: Pre-Finished Aluminum.
 - 2. Thickness: 0.032 inch.
 - 3. Finish: PVDF coating.
- B. Gutters and Downspouts:
 - 1. Material: Pre-Finished Aluminum.
 - 2. Gutter Thickness: 0.032 inch.
 - 3. Downspout Thickness: 0.032 inch.
 - 4. Finish: PVDF coating.
- C. Edge Flashings:
 - 1. Material: Pre-Finished Aluminum.
 - 2. Thickness: 0.040 inch.
 - 3. Finish: PVDF coating.

D. Counterflashings at Roofing Terminations (over roofing base flashings):

1. Material: Pre-Finished Aluminum.
2. Thickness: 0.032 inch.
3. Finish: PVDF coating.
4. Provide unitized inside and outside corners.

E. Cleats: Continuous; provide 6" o.c. fasteners of type appropriate for substrates:

1. Material, Thickness and Finish: Same as flashing material being retained by cleat.

END OF SECTION

**SECTION 07 71 00
ROOF SPECIALTIES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Manufactured roof specialties, including pipe/stack boots, roof portals, and roof vents.

1.02 RELATED REQUIREMENTS

- A. Section 07 31 13 - Asphalt Shingles: Other specialties for asphalt shingle roof systems.
- B. Section 07 53 00 - Elastomeric Membrane Roofing.
- C. Section 07 92 00 - Joint Sealants.

1.03 REFERENCE STANDARDS

- A. ASTM D4586/D4586M - Standard Specification for Asphalt Roof Cement, Asbestos-Free 2007 (Reapproved 2018).
- B. NRCA (RM) - The NRCA Roofing Manual 2023.
- C. NAAMM (MFM) - Metal Finishes Manual; National Association of Architectural Metal Manufacturers; 1988.
- D. SMACNA (ASMM) - Architectural Sheet Metal Manual 2012.

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide data on shape of components, materials and finishes, anchor types and locations.
- C. Shop Drawings: Indicate configuration and dimension of components, adjacent construction, required clearances and tolerances, and other affected work.
- D. Manufacturer's Installation Instructions: Indicate special procedures, fasteners, supporting members, and perimeter conditions requiring special attention.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Pipe and Penetration Flashings:
 - 1. Conn-Fab Sales, Inc.: www.connfab.com.
 - 2. The Pate Company: www.patecurbs.com.

2.02 COMPONENTS

- A. Pipe/Stack Boots: EPDM material, conically stepped shape.
 - 1. Adapters: Manufacturer's standard molded EPDM rubber, appropriate to the size and shape of the penetration.
 - 2. Clamps: Stainless steel pipe clamping rings for securing cap(s) and adapters around penetration(s).

- B. Prefabricated Roof Portal Systems: Consisting of a circular metal base flashing and a rubber cap.
 - 1. Base Flashing: Circular, unitized spun aluminum, with a double bead weatherseal at opening collar to accept manufacturer's standard molded rubber cap, forming a weatherproof seal without additional clamps or sealant.
 - a. Diameter: Suitable to penetration(s) to be flashed.
 - b. Height: Sufficient to maintain roofing system warranty.
 - 2. Cap: Molded EPDM rubber sized to fit base flashing, with molded weatherseal grooves to fit weatherseal beads on base flashing collar. Provide manufacturer's standard cap(s) and adapter insert(s) of the appropriate size and shape to properly seal penetration(s).
 - 3. Clamp(s): Stainless steel pipe clamping rings for securing cap(s) and adapters around penetration(s).
- C. Attic Vents: Box type; galvanized steel, color coated, slant-back type, formed to permit installation with shingle roofing and to shed water. Ventilation opening at least equal to ventilation opening of existing box vent being replaced.
 - 1. Finish: Manufacturer's standard.
 - 2. Color: As selected by Owner from manufacturer's full line to coordinate with selected shingle color.

2.03 ACCESSORIES

- A. Sealant for Joints in Linear Components: As recommended by component manufacturer.
- B. Adhesive for Anchoring to Roof Membrane: Compatible with roof membrane and approved by roof membrane manufacturer.
- C. Asphalt Roof Cement: ASTM D4586/D4586M, Type I, asbestos-free.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that deck, curbs, roof membrane, base flashing, and other items affecting work of this Section are in place and positioned correctly.

3.02 INSTALLATION

- A. Install components in accordance with manufacturer's instructions and NRCA (RM) applicable requirements.
- B. Conform to drawing details included in NAAMM, NRCA and SMACNA manuals.
- C. Coordinate installation of components of this section with installation of stacks, vents, piping, conduits and other items penetrating roof membrane.
- D. Coordinate installation of components of this section with installation of roofing membrane and base flashings.
- E. Coordinate installation of sealants and roofing cement with work of this section to ensure water tightness.

END OF SECTION