

Village of Oak Park FY2023 CIP Building Improvement Fund							
Public Works Center Wash Bay Drainage Improvements							
Contractor: D. Kersey Construction Co.							
<b>Change Orders</b>							
				<b>CO # 1</b>		<b>CO # 2</b>	<b>CO # 3 - Painting</b>
				Change from MS1500 to MS2530 HD System	Credit to change initially specified drain to ductile iron drain	Cost to paint entire wash bay area once all work is completed	Membrane removal, install new waterproofing system, install additional floor drain, modify catch basins
<b>Project</b>	<b>Budget</b>	<b>Total Proposal Cost</b>	<b>Plus 5% Contingency</b>	<b>Total Contract Amount</b>			<b>Revised Total*</b>
PWC Wash Bay Floor Drain Upgrades	\$ 175,000.00	\$ 134,400.00	\$ 6,720.00	\$ 141,120.00	\$ 13,348.00	\$ 23,433.00	\$ 32,183.00
<b>* Revised Total does not include contingency amount</b>							
<b>CO # 1</b>	The waterproofing membrane that would be applied to the top of the new concrete floor of the wash bay was initially specified as a Master Seal (MS) 1500 system. Upon further evaluation, it was determined that the MS1500 system would not provide sufficient durability and longevity and an upgraded, heavier duty system is being proposed.						
<b>CO # 2</b>	The originally specified drain assembly would be replaced with a less-expensive drain assembly which would still adequately meet the project needs and still be warrantied.						
<b>CO # 3</b>	Painting was not part of the original scope of work. It would be prudent to have the entire wash bay professionally painted once the project has been completed. There are numerous sprinkler system pipes suspended from the wash bay ceiling that would need to be carefully cleaned of rust before being painted.						
<b>CO # 4</b>	After demolition of the wash bay concrete floor was completed, two significant unforeseen conditions were discovered. The existing pre-cast concrete structural units were pitched down approximately 5 inches from north to south. This affects the size and installation process of the new concrete slab. Also, an intermediate waterproofing system (primarily tar) exists between the old concrete slab floor and the pre-cast concrete structure. This material was not shown on any of the building plans. Portions of the old waterproofing system would need to be removed and a new system installed in its place. Also, a new and fourth floor drain is being proposed to catch residual water run off to mitigate leaking into the space below. Lastly, modifications to the initially specified new catch basins would be required to prevent water from leaking into the space below.						



4130 Timberlane Drive  
Northbrook, IL 60062  
847-919-4980 Office  
847-656-5002 Fax  
info@dkersey.com

February 16, 2023

Mr. Vic Sabaliauskas  
Village of Oak Park  
201 South Blvd.  
Oak Park, IL 60302

**Re: Public Works Wash Bay Drainage Improvements – 22-134  
DKCC Job No. 177  
COP#1 – Change to MS2530 HD traffic coating system**

Dear, Mr. Sabaliauskas,

Per your request, we submit the following proposal to switch from the MasterSeal 1500 system to the MasterSeal 2530 HD system.

Suburban Terrazzo – 2530 HD Sytem	\$ 21,800.00
Suburban Terrazzo – VB 240 FS Primer in lieu of P255	\$ 2,400.00
Suburban Terrazzo – 1500 System (Credit)	(\$ 12,200.00)
	Net Change \$ 12,000.00
	(10% OH&P) \$ 1,200.00
	Subtotal \$ 13,200.00
	Performance Bond Cost (1.2%) \$ 148.00
	TOTAL \$ 13,348.00

See attached original PO from Suburban Terrazzo, revised proposal and additional proposal to substitute the moisture mitigation primer for the P255 quoted in the original proposal. Please note that in addition to the material cost increase, the MS2530 is a five-coat system with additional prep required as opposed to the three-coat MS 1500 system. The process for each is included with this proposal. If this proposal is acceptable, please provide a written notice to proceed and issue a contract modification at your earliest convenience.

Sincerely,

COMMERCIAL

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Brian D. Kersey  
Project Manager

**MasterSeal 1500 Installation Process:**

The system uses the following products for the floor (with silica sand) & the wall (omitting the silica sand).

MasterSeal SL1 caulk (for joints and wall / slab intersections)

- as needed

MasterSeal M200 (color to be determined)

- applied at 25 mil (60sf per gallon)

MasterSeal TC225 (color to be determined) & broadcast silica sand to rejection

- applied at 25 mil (60 sf per gallon)

MasterSeal TC225 (color to be determined or clear)

- applied at 20 mil (80-100 sf per gallon)

**MasterSeal 2530 HD Installation Process:**

The system uses the following products for the floor (with silica sand) & the wall (omitting the silica sand).

Prep:

Grind / shotblast the concrete slab

Fill joints & / or wall floor intersections with NP2

Epoxy Coating:

MasterTop VB 240 FS 2-component polyurethane primer (applied at 80 sf/gal)

M265 Basecoat (applied at 60 sf / gal)

1<sup>st</sup> - 350 (Broadcast coat @ 80 sf / gal & broadcast 1# per sf of silica sand)

2<sup>nd</sup> - 350 (Broadcast coat @ 80 sf / gal & broadcast 1# per sf of silica sand)

TC295 Waterproofing Coating ( 55-75 sf per gal)

- colors are grey, charcoal, & tint base

PURCHASE ORDER CONFIRMATION

**D KERSEY CONSTRUCTION CO.**

**GENERAL CONTRACTOR**

4130 TIMBERLANE DR.  
NORTHBROOK, IL 60062  
OFFICE: 847-919-4980  
FAX: 847-656-5002  
EMAIL: doug@dkersey.com

Job No. 177

Order No. 620

MAIL INVOICE IN DUPLICATE TO D KERSEY  
CONSTRUCTION CO.  
ABOVE NUMBERS MUST BE PRESENT ON  
ALL INVOICES, DELIVERY TICKETS, ETC.

**DATE: February 6, 2023**

ORDERED FROM:  
Suburban Terrazzo Inc.  
119 South Learmington Ave.  
Alsip, IL 60803  
Larry Zaker 708-824-9770  
[The\\_zaker@hotmail.com](mailto:The_zaker@hotmail.com)

DELIVER MATERIAL SPECIFIED BELOW TO:  
Village of Oak Park Public Works  
Wash Bay Drainage Improvements  
201 South Blvd  
Oak Park, IL 60302

DESCRIPTION	QUANTITY	PRICE	AMOUNT
Furnish labor, material & equipment necessary to complete the Master Seal Traffic Extra- Duty Floor System work in strict compliance with drawings G-000, G-001, AD-100, A-100, P001 and P101 inclusive dated 12-07-22 including reference drawings, specifications dated 12-14-23 all as prepared by Trans Systems for the sum of Twelve Thousand Two Hundred Dollars.			\$ 12,200.00

These attachments are all contract requirements:

- Attachment #1 Insurance: Additional Insured : The Village of Oak Park, Trans Systems & D Kersey Construction Co.
- Attachment #2 Equal Employment Opportunity
- Attachment #3 Health and Safety Requirements
- Attachment #4 Prevailing Wage Requirements
- Attachment #5 Terms and Conditions (4 pages)

NO CLAIM FOR EXTRA WORK WILL BE CONSIDERED UNLESS APPROVED IN WRITING BEFORE STARTING THE EXTRA WORK. THIS ORDER INCLUDES THE TERMS, CONDITIONS AND INSTRUCTIONS ATTACHED WITH THIS ORDER. FOR RECORD PURPOSES, SIGN ALL COPIES AND RETURN COPY TO D KERSEY CONSTRUCTION AT THE ABOVE ADDRESS.

RECEIPT OF ABOVE PURCHASE ORDER ACKNOWLEDGED

SELLER (COMPANY NAME)

By:

**D KERSEY CONSTRUCTION CO.**

By:

Douglas L. Kersey, President

7

# Suburban Terrazzo Inc.

11925 South Leamington Ave.  
Alsip, IL 60803  
708.824.9770  
the\_zakers@hotmail.com

January 12, 2023

**Quote # 5887**

Proposal to install a floor system for:

Contractor: attn: Estimating

Project: Village of Oak Park Public works Wash Bay Drainage Improvements Project

Scope: Floor Coating System  
- using the Master Builders Product Line  
- +/- 1,300 sf and 140 lf of 2'0" wall

- Prep concrete slab and walls to accept the system
- Install caulking at joints and slab / wall intersections

MasterSeal Traffic 1500 Extra-Heavy-Duty System:

- Install MasterSeal M 200 @ 25 wet mil coverage
- Install MasterSeal TC225 @ 25 wet mil coverage  
- broadcast silica sand to excess
- Install MasterSeal TC225 @ 20 mil wet coverage
- Note that the silica sand will be installed on floors only (not walls)

- Labor and materials: **\$12,200.00**

The project shall be completed while maintaining the enclosed insurance coverage. There will be a charge for any additional insurance requirements that are not included.

Accepted by: \_\_\_\_\_

\_\_\_\_\_  
Larry Zaker  
Suburban Terrazzo

\_\_\_\_\_  
Date

January 12, 2023  
Date

Enc: Insurance Certificate

# Suburban Terrazzo Inc.

11925 South Leamington Ave.  
Alsip, IL 60803  
708.824.9770  
the\_zakers@hotmail.com

January 12, 2023

**Quote # 5887-Amended**

Proposal to install a floor system for:

Contractor: D. Kersey Construction Company

Project: Village of Oak Park Public works Wash Bay Drainage Improvements Project

Scope: Floor Coating System  
- using the Master Builders Product Line  
- +/- 1,300 sf and 140 lf of 2'0" wall

- Prep concrete slab and walls to accept the system
- Install NP2 caulking at joints and slab / wall intersections

MasterSeal Traffic 2350 Heavy Duty System:

- Install MasterSeal P255 Primer @ 25 200-300 sf / gal
- Install MasterSeal M265 Basecoat (applied at 60 sf / gal)
- Install 1<sup>st</sup> MasterSeal 350 (Broadcast coat @ 80 sf / gal )
  - broadcast 1# per sf of silica sand
- Install 2<sup>nd</sup> MasterSeal 350 (Broadcast coat @ 80 sf / gal)
  - broadcast 1# per sf of silica sand
- Install TC295 Waterproofing Coating ( 55-75 sf per gal)
  - colors are grey, charcoal, & tint base
- Note that the silica sand will be installed on floors only (not walls)

- Labor and materials:

**\$21,800.00 (amended price)**

The project shall be completed while maintaining the enclosed insurance coverage. There will be a charge for any additional insurance requirements that are not included.

Accepted by: \_\_\_\_\_

\_\_\_\_\_  
Larry Zaker  
Suburban Terrazzo

\_\_\_\_\_  
Date

January 12, 2023  
Date

# Suburban Terrazzo Inc.

11925 South Leamington Ave.

Alsip, IL 60803

708.824.9770

the\_zakers@hotmail.com

January 12, 2023

**Quote # 5912**

Proposal to install a floor system for:

Contractor: D. Kersey Construction Company  
Attn: Brian

Project: Village of Oak Park Public works Wash Bay Drainage Improvements Project

Scope: Floor Coating System  
- using the Master Builders Product Line  
- +/- 1,300 sf and 140 lf of 2'0" wall

Additional pricing to Quote #5887-Amended:

Install MasterTop VB 240 FS 2-component polyurethane primer

- in lieu of MasterSeal P255
- installed at 80 sf per gallon
- install 1 coat
- no additional labor is needed

Material only: **\$2,400.00**

Note, per the Master Builders Rep (Mike McCloskey), the concrete slab should be shotblasted to achieve a mechanical bond

The project shall be completed while maintaining the enclosed insurance coverage. There will be a charge for any additional insurance requirements that are not included.

Accepted by: \_\_\_\_\_

\_\_\_\_\_  
Larry Zaker  
Suburban Terrazzo

\_\_\_\_\_  
Date

January 12, 2023  
Date



4130 Timberlane Drive  
Northbrook, IL 60062  
847-919-4980 Office  
847-656-5002 Fax  
info@dkersey.com

March 14, 2023

Mr. Vic Sabaliauskas  
Village of Oak Park  
201 South Blvd.  
Oak Park, IL 60302

**Re: Public Works Wash Bay Drainage Improvements – 22-134  
DKCC Job No. 177  
COP#2 – Credit for switch to Ductile Iron Drain**

Dear, Mr. Sabaliauskas,

We submit the following proposal for a material cost credit for using the MiFAB F1480 drain in all Ductile Iron in lieu of the MiFAB F1480 in Stainless Steel.

Stutz Plumbing, Inc. (\$3,739.00)

See attached material quote from Stutz's supplier showing the difference in cost between the two models. If this proposal is acceptable, please provide a written notice to proceed and issue a contract modification at your earliest convenience.

Sincerely,

Brian D. Kersey  
Project Manager

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**AUBURN  
SUPPLY CO.**  
SERVICE WE'RE PROUD OF... SINCE 1947

**Prepared by:**  
Auburn Supply Co.  
3850 West 167th St  
Markham, IL 60428-5306  
Tel: 708.596.9800

**Client:**  
STUTZ PLUMBING  
7240 CIRCLE AVE  
FOREST PARK IL 60130

**Job:**  
OAK PARK WASH  
STATION MIFAB

**Quote**  
Q092276  
02/13/23

Item	Qty	Description	Net	Total
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Taxes will be added later

**5-6 WEEKS LEADTIME**

3	EA	F1480-3-5-21-28 FLOOR DRAIN WITH 12" SQUARE HEAVY	1713.2169	\$5,139.65
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**5-6 WEEKS LEADTIME Total: \$5,139.65** \$5,139.65

Specified Drain Material Cost

**SMITH, NON ST/STL OPTION**

3	EA	2473Y04-M-AB 4"NH CI flanged body; bucket and heavy duty	557.2530	\$1,671.76
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**SMITH, NON ST/STL OPTION Total: \$1,671.76** \$1,671.76

**MIFAB ALL DUCTILE**

3	EA	F1480-3-5-21 FLOOR DRAIN W/ 12" SQ SS VENEER TOP MIFAB ^ IN STOCK AT MIFAB	467.0361	\$1,401.11
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**MIFAB ALL DUCTILE Total: \$1,401.11** \$1,401.11

Substitute Drain Material Cost

**MIFAB DUCTILE BODY, ST/STL TOP**

3	EA	F1480-4-5-21 FLOOR DRAIN W/ 12" SQ TOP ALL DUCTILE MIFAB ^ 6WKS TO MAKE	316.2169	\$948.65
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**MIFAB DUCTILE BODY, ST/STL TOP Total: \$948.65** \$948.65

Credit for Stainless F1480 Drains. (\$ 5,139.65)

Cost for Ductile F1480 Drains. \$ 1,401.11

Net Credit for Change (\$3,738.54)

Acceptance: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

**Total \$9,161.17**



4130 Timberlane Drive  
Northbrook, IL 60062  
847-919-4980 Office  
847-656-5002 Fax  
info@dkersey.com

May 2, 2023

Mr. Vic Sabaliauskas  
Village of Oak Park  
201 South Blvd.  
Oak Park, IL 60302

**Re: Public Works Wash Bay Drainage Improvements – 22-134  
DKCC Job No. 177  
COP#3 – Wash Bay Painting**

Dear, Mr. Sabaliauskas,

Per your request, we submit the following proposal to prep and paint the walls and ceilings of the wash bay with Sherwin Williams Macropoxy 646 Fast Cure.

HDS, Inc.	\$ 19,800.00
D Kersey – Additional Supervision – 10 hrs. @ \$125 / hr.	\$ 1,250.00
	(10% OH&P) \$ <u>2,105.00</u>
	Subtotal \$ 23,155.00
Performance Bond Cost (1.2%)	\$ <u>278.00</u>
	TOTAL \$ 23,433.00

See attached proposal from HDS, Inc. and product submittal on the Macropoxy paint. The work will require an additional week to be added to the project schedule. If this proposal is acceptable, please provide a written notice to proceed and issue a contract modification at your earliest convenience.

Sincerely,

A handwritten signature in blue ink that reads 'Brian D. Kersey'.

Brian D. Kersey  
Project Manager

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# PROPOSAL



21024 St. James Ct. Mokena, IL 60448  
Phone 815-806-1957 Fax 815-806-1957  
jhack@hdspainting.com

PROPOSAL #OPWB23-1  
DATE: MAY 1, 2023

**TO:**  
D. Kersey Construction CO.  
4130 Timberlane Dr,  
Northbrook, IL 60062

**FOR:**  
Village of Oak Park Public Works  
Wash Bay Drainage Improvements  
201 South Blvd  
Oak Park, IL 60302

DESCRIPTION	AMOUNT
<p>Prep &amp; paint exposed ceiling and walls at wash bay. Remove loose scale rust at exposed ceiling. Clean as necessary. Apply 2 coats of Sherwin Williams Macropoxu 646. Clean CMU walls as necessary. Apply 2 coats of Macropoxy 646. Include lift. No work figured in storage and pump rooms, wash bay only.</p> <p><b>Quality, Completion Time &amp; Cleanliness.</b></p> <p><b>Fully Bonded, Insured &amp; Union Shop.</b></p>	<p>\$19,800</p>
<p>TOTAL</p>	<p>\$19,800</p>

Accepted By: \_\_\_\_\_

Date: \_\_\_\_\_



**SHERWIN-WILLIAMS.**

# Product Submittal

**Project:** Oak Park Wash Bay  
201 S Boulevard, Oak Park , IL

Dear Chad Hack:

Thank you for considering Sherwin-Williams products for the Oak Park Wash Bay project. Included in this package is the Sherwin-Williams submittal for the above referenced project.

Should you require assistance or have any questions or concerns, please contact me at (708) 932-7290 or e-mail me at [kenneth.j.kukler@sherwin.com](mailto:kenneth.j.kukler@sherwin.com).

**Kenneth Kukler**

SALES- Sales Representative PC Commercial

(708) 932-7290

[kenneth.j.kukler@sherwin.com](mailto:kenneth.j.kukler@sherwin.com)

SHERWIN-WILLIAMS

510 ARMORY DR, SOUTH HOLLAND, IL 60473 2824



## Interior Finishes

### Concrete Masonry/Previously Painted

**1-2 Coats:** B58W00610 - Macropoxy® 646 Fast Cure Epoxy Part A Mill White

*Notes: Spot prime bare areas with MacroPoxy 646*

**Optional Top Coat:** B65W00351 - Hi-Solids Polyurethane Semi-Gloss Extra White/Tint Base

*Notes: OPTION: For Best Color and Gloss retention*

### Steel/Ferrous Metal

**1-2 Coats:** B58W00610 - Macropoxy® 646 Fast Cure Epoxy Part A Mill White

*Notes:*



*SHERWIN-WILLIAMS®*

# Reference Pages

## Data Pages



# MACROPOXY<sup>®</sup> 646

## FAST CURE EPOXY MASTIC

Revised: January 20, 2023

### PRODUCT DESCRIPTION

**MACROPOXY 646** Fast Cure Epoxy Mastic is a high solids, high build, fast drying, polyamide epoxy designed to protect steel and concrete in industrial exposures. Ideal for maintenance painting and fabrication shop applications. The high solids content ensures adequate protection of sharp edges, corners, and welds. This product can be applied directly to marginally prepared steel surfaces.

### INTENDED USES

- Recommended for marine applications, refineries, offshore platforms, fabrication shops, chemical plants, tank exteriors, power plants, water treatment plants, and mining and minerals industry
- Factory ground formulas are available for subsea/immersion service. For a full list of shades please consult Sherwin-Williams

### PRODUCT DATA

<b>Finish:</b>	Semi-Gloss		<b>Average Drying Times @ 7.0 mils (175 microns) wet:</b>		
<b>Colors:</b>	Mill White, Black and a wide range of colors available through tinting		<b>35°F (1.7°C)</b>	<b>77°F (25°C)</b>	<b>100°F (38°C)</b>
<b>Volume Solids:</b>	72% ± 2%, mixed, Mill White		<b>50% RH</b>	<b>50% RH</b>	<b>50% RH</b>
<b>VOC (mixed):</b>	<250 g/L; 2.08 lb/gal		<b>Touch:</b>	4-5 hours	2 hours
<b>Mix Ratio:</b>	1:1 by volume		<b>Handle:</b>	48 hours	8 hours
<b>Typical Thickness:</b>			<b>Recoat:</b>		
			<b>minimum:</b>	48 hours	8 hours
			<b>maximum:</b>	1 year	1 year
			<b>Cure to service:</b>		
			<b>atmospheric:</b>	10 days	7 days
			<b>immersion:</b>	14 days	7 days
			<b>Average Drying Times as intermediate @ 5.0 mils (125 microns) wet:</b>		
			<b>Touch:</b>	3 hours	1 hour
			<b>Handle:</b>	48 hours	4 hours
			<b>Recoat:</b>		
			<b>minimum:</b>	16 hours	4 hours
			<b>maximum:</b>	1 year	1 year
			<i>If maximum recoat time is exceeded, abrade surface before recoating. Drying time is temperature, humidity, and film thickness dependent. Paint temperature must be 40°F (4.5°C) minimum.</i>		
			<b>Pot Life:</b>	10 hours	4 hours
			<b>Sweat-in-time:</b>	30 minutes	30 minutes
					2 hours
					15 minutes
<b>Recommended Spreading Rate per coat:</b>	<b>Minimum</b>	<b>Maximum</b>			
<b>Wet mils (microns)</b>	<b>7.0 (175)</b>	<b>13.5 (338)</b>			
<b>Dry mils (microns)</b>	<b>5.0* (125)</b>	<b>10.0 (250)</b>			
<b>~Coverage sq ft/gal (m<sup>2</sup>/L)</b>	<b>115 (2.9)</b>	<b>230 (5.8)</b>			
<b>Theoretical coverage sq ft/gal (m<sup>2</sup>/L) @ 1 mil / 25 microns dft</b>	<b>1152 (28.2)</b>				
<i>*May be applied at 3.0-10.0 mils (75-250 microns) dft as an intermediate in a multicoat system.</i>					
<i>NOTE: Brush or roll application may require multiple coats to achieve maximum film thickness and uniformity of appearance.</i>					
<b>Shelf Life:</b>	36 months, unopened Store indoors at 40°F (4.5°C) to 110°F (43°C).				
<b>Flash Point:</b>	91°F (33°C), TCC, mixed				
<b>Reducer/Clean Up<sup>1</sup>:</b>	VOC Restricted Areas (<250 g/L): use Reducer #111 or Oxsol 100				
<b>Weight:</b>	12.9 ± 0.2 lb/gal ; 1.55 Kg/L, mixed, may vary by color				
<sup>1</sup> Other areas (<340 g/L): use Reducer #111, Oxsol 100, Reducer #15, Reducer #58, or MEK up to 10%. Choose a reducer that is compliant in your area. Confirm compliance with state and local air quality rules before use.					

### SURFACE PREPARATION

Surface must be clean, dry, and in sound condition. Remove all oil, dust, grease, dirt, loose rust, and other foreign material to ensure adequate adhesion.

**Minimum recommended surface preparation:**

<b>Iron &amp; Steel:</b>	Atmospheric: SSPC-SP2/3 / ISO8501-1:2007 St 2 or SSPC-SP WJ-3 / NACE WJ-3L Immersion: SSPC-SP10 / NACE 2 / ISO8501-1:2007 Sa 2.5, 2-3 mil (50-75 micron) profile or SSPC-SP WJ-2/NACE WJ-2L
<b>Stainless Steel:</b>	Atmospheric: SSPC-SP16, 1 mil (25 micron) profile
<b>Aluminum &amp; Galvanizing:</b>	SSPC-SP1. If surface has not been weathered for more than 6 months, follow SSPC-SP1 then SSPC-SP16. For fire proofing projects, consult a Sherwin-Williams representative for surface preparation requirements.
<b>Concrete &amp; Masonry:</b>	Atmospheric: SSPC-SP13/NACE 6, or ICRI No. 310.2R CSP 1-3 Immersion: SSPC-SP13/NACE 6-4.3.1
<b>Ductile Iron Pipe:</b>	Atmospheric: NAPF 500-03-03 Power Tool Cleaning Buried & Immersion: NAPF 500-03-04 Abrasive Blast Cleaning Cast Ductile Iron Fittings: NAPF 500-03-05 Abrasive Blast Cleaning





**Protective & Marine Coatings**  
PRODUCT DATA SHEET



**MACROPOXY® 646**  
FAST CURE EPOXY MASTIC

APPLICATION	APPLICATION CONDITIONS																																																																											
<p><b>Airless Spray*</b></p> <p>Pump ..... 30:1            Pressure ..... 2800-3000 psi (193-206 bar)            Hose ..... 1/4" ID (6.3 mm)            Tip ..... .017"-.023" (0.43-0.58 mm)            Filter ..... 60 mesh            Reduction ..... As needed up to 10% by volume</p> <p><b>Conventional Spray*</b></p> <p>Gun ..... DeVilbiss MBC-510            Fluid Tip ..... E            Air Nozzle ..... 704            Atomization Pressure ..... 60-65 psi (4.1-4.5 bar)            Fluid Pressure ..... 10-20 psi (0.7-1.4 bar)</p> <p><b>Brush*</b></p> <p>Brush ..... Nylon/Polyester or Natural Bristle</p> <p><b>Roller*</b></p> <p>Cover ..... 3/8" woven with solvent resistant core</p> <p><b>Plural Component Spray ....</b> Acceptable</p> <p>*Reduction<sup>1</sup> ..... VOC Restricted Areas (&lt;250 g/L): use Reducer #111 or Oxsol 100</p> <p><sup>1</sup>Other areas (&lt;340 g/L): use Reducer #111, Oxsol 100, or Reducer #15 up to 10%. Choose a reducer that is compliant in your area. Confirm compliance with state and local air quality rules before use.</p> <p>If specific application equipment is not listed above, equivalent equipment may be substituted.</p>	<p><b>Temperature:</b></p> <p>Air: 35°F (1.7°C) minimum, 120°F (49°C) maximum            Surface*: 35°F (1.7°C) minimum, 250°F (120°C) maximum            Material: 40°F (4.5°C) minimum            At least 5°F (2.8°C) above dew point</p> <p>Relative humidity: 85% maximum</p> <p>*Application to surfaces above 120°F (49°C) is not recommended in VOC Restricted Areas (&lt;250 g/L). When spraying a surface above 120°F (49°C) in other areas (&gt;250 g/L), please consult with your Sherwin-Williams representative.</p>																																																																											
<b>RECOMMENDED SYSTEMS</b>	<b>APPROVALS</b>																																																																											
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<p>The Sherwin-Williams Company warrants our products to be free of manufacturing defects in accord with applicable Sherwin-Williams quality control procedures. Liability for products proven defective, if any, is limited to replacement of the defective product or the refund of the purchase price paid for the defective product as determined by Sherwin-Williams. NO OTHER WARRANTY OR GUARANTEE OF ANY KIND IS MADE BY SHERWIN-WILLIAMS, EXPRESSED OR IMPLIED, STATUTORY, BY OPERATION OF LAW OR OTHERWISE, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.</p>	<p>Refer to the SDS sheet before use.            Published technical data and instructions are subject to change without notice. Contact your Sherwin-Williams representative for additional technical data and instructions.</p>																																																																											
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# Protective & Marine Coatings

## HI-SOLIDS POLYURETHANE

PART S B65-300 GLOSS SERIES  
 PART S B65-350 SEMI-GLOSS SERIES  
 PART S B65WW305 MR, WHITE TINT BASE (GLOSS)  
 PART T B60V30 HARDENER

Revised: November 3, 2022

### PRODUCT INFORMATION

5.21

#### PRODUCT DESCRIPTION

HI-SOLIDS POLYURETHANE is a two-component, aliphatic, acrylic polyurethane resin coating. It is designed for high performance protection with outstanding exterior gloss and color retention.

- Good/excellent resistance to corrosion and weathering
- Outstanding color and gloss retention
- Chemical resistant
- Part of a system tested for nuclear irradiation and decontamination, Level II
- Resists film attack by mildew (MR White only)
- Outstanding application properties
- Applications down to 20°F (-7°C)

#### PRODUCT CHARACTERISTICS

**Finish:** High Gloss or Semi-Gloss  
**Color:** Wide range of colors possible  
**Volume Solids:** 65% ± 2%, mixed, may vary by color  
**Weight Solids:** 77% ± 2%, mixed, may vary by color  
**VOC (EPA Method 24):** Unreduced: <300g/L; 2.50 lb/gal, mixed  
 Reduced 6%: <340 g/L; 2.84 lb/gal, mixed  
 may vary by color/reducer\*

\*see Application Equipment section on Page 3 for more details

**Mix Ratio:** 4:1 by volume

#### Recommended Spreading Rate per coat:

	Minimum	Maximum
<b>Wet mils (microns)</b>	<b>4.5 (112)</b>	<b>8.0 (200)</b>
<b>Dry mils (microns)</b>	<b>3.0 (75)</b>	<b>5.0 (125)</b>
<b>~Coverage sq ft/gal (m<sup>2</sup>/L)</b>	<b>208 (5.1)</b>	<b>347 (8.5)</b>
<b>Theoretical coverage sq ft/gal (m<sup>2</sup>/L) @ 1 mil / 25 microns dft</b>	<b>1040 (25.5)</b>	

NOTE: Brush or roll application may require multiple coats to achieve maximum film thickness and uniformity of appearance.

#### Drying Schedule @ 4.5 mils (112.5 microns) wet:

	@ 20°F/-7°C	@ 40°F/4.5°C	@ 77°F/25°C	@ 120°F/49°C
			<b>50% RH</b>	
<b>To touch:</b>	16 hours	4 hours	2 hours	1 hour
<b>To handle:</b>	14 days	16 hours	8 hours	5 hours
<b>To recoat:</b>				
<b>minimum:</b>	32 hours	24 hours	18 hours	10 hours
<b>maximum:</b>	unlimited	30 days	30 days	30 days
<b>To cure:</b>	40 days	14 days	10 days	7 days

If maximum recoat time is exceeded, abrade surface before recoating.

Drying time is temperature, humidity, and film thickness dependent.

**Pot Life:** 3 days 8 hours 4 hours 2 hours  
**Sweat-in-Time:** None required

**Shelf Life:** Part S - 36 months, unopened  
 Part T - 24 months, unopened  
 Store indoors at 40°F (4.5°C) to 100°F (38°C).

**Flash Point:** 80°F (27°C), PMCC, mixed

**Reducer/Clean Up:**  
 Below 80°F (27°C): Polane Reducer K69 or R7K111  
 Above 80°F (27°C): Reducer #58 or R6K32

#### RECOMMENDED USES

- For use over prepared substrates in industrial environments
- Heavy duty interior and exterior structural coating
- A chemical and abrasion resistant equipment and machinery finish
- A gloss and color retentive heavy duty maintenance coating for use in "high visibility" areas
- Exterior surfaces of steel tanks
- Chemical processing equipment
- Marine & Offshore Applications
- Resists film attack by mildew (MR White only)
- Suitable for use in USDA inspected facilities
- Acceptable for use in Canadian Food Processing facilities categories: D1, D3 (Confirm acceptance of specific part numbers/rexes with your SW Sales Representative)
- Conforms to AWWA D102 OCS #5 & #6.
- Acceptable for use in high performance architectural applications
- Over FIRETEX hydrocarbon systems

#### PERFORMANCE CHARACTERISTICS

**Substrate\*:** Steel

**Surface Preparation\*:** SSPC-SP6/NACE 3

**System Tested\*:**

- 1 ct. Recoatable Epoxy Primer @ 4.0 mils (100 microns) dft
  - 1 ct. Hi-Solids Polyurethane Gloss @ 3.0 mils (75 microns) dft
- \*unless otherwise noted below

Test Name	Test Method	Results
<b>Abrasion Resistance</b>	ASTM D4060, CS17 wheel, 1000 cycles, 1 kg load	87.1 mg loss
<b>Adhesion</b>	ASTM D4541	1050 psi
<b>Corrosion Weathering<sup>1</sup></b>	ASTM D5894, 21 cycles, 7056 hours	Rating 10 per ASTM D714 for blistering; Rating 9 per ASTM D610 for rusting
<b>Direct Impact Resistance</b>	ASTM D2794	32 in. lbs.
<b>Dry Heat Resistance</b>	ASTM D2485	200°F (93°C)
<b>Flexibility</b>	ASTM D522, 180° bend, 1/8" mandrel	Passes
<b>Moisture Condensation Resistance</b>	ASTM D4585, 100°F (38°C), 1000 hours	No rusting, blistering, or delamination
<b>Pencil Hardness</b>	ASTM D3363**	F
<b>Salt Fog Resistance<sup>1</sup></b>	ASTM B117, 9000 hours	Rating 10 per ASTM D714 for blistering; Rating 9 per ASTM D610 for rusting
<b>Surface Burning</b>	ASTM E84	Flame Spread Index 0; Smoke Development Index 0 (at 3.5 mils or 88 microns)
<b>Thermal Shock</b>	ASTM D2246, 15 cycles	Excellent

Meets the requirements of SSPC Paint No. 36, Level 3 for white and light colors. Dark colors may require a clear coat.

**Footnotes:**

<sup>1</sup> Primer: Zinc Clad II Plus; Intermediate - Recoatable Epoxy Primer

\*\* Ultra-deep bases will result in slightly softer film due to increased tint loading



# Protective & Marine Coatings

## HI-SOLIDS POLYURETHANE

**PART S B65-300 GLOSS SERIES**  
**PART S B65-350 SEMI-GLOSS SERIES**  
**PART S B65WW305 MR, WHITE TINT BASE (GLOSS)**  
**PART T B60V30 HARDENER**

Revised: November 3, 2022

### PRODUCT INFORMATION

5.21

#### RECOMMENDED SYSTEMS

		Dry Film Thickness / ct.	
		Mils	(Microns)
<b>Steel: Epoxy Primer</b>			
1 ct. Recoatable Epoxy Primer		4.0-6.0	(100-150)
1-2 cts. Hi-Solids Polyurethane		3.0-5.0	(75-125)
<b>Steel: Epoxy Primer</b>			
1 ct. Dura-Plate 235		4.0-8.0	(100-200)
1-2 cts. Hi-Solids Polyurethane		3.0-5.0	(75-125)
<b>Steel: Zinc Rich Primer</b>			
1 ct. Zinc Clad II Plus		2.0-4.0	(50-100)
1 ct. Macropoxy 646		5.0-10.0	(125-250)
1-2 cts. Hi-Solids Polyurethane		3.0-5.0	(75-125)
<b>Steel: Epoxy Mastick Primer</b>			
1 ct. Macropoxy 646		5.0-10.0	(125-250)
1-2 cts. Hi-Solids Polyurethane		3.0-5.0	(75-125)
<b>Steel: Universal Primer</b>			
1 ct. Kem Bond HS Metal		2.0-5.0	(50-125)
1-2 cts. Hi-Solids Polyurethane		3.0-5.0	(75-125)
<b>Steel: Zinc Rich Primer</b>			
1 ct. Zinc Clad DOT		2.0-4.0	(50-100)
1 ct. Steel Spec Epoxy Intermediate		3.0-6.0	(75-150)
1 ct. Hi-Solids Polyurethane		3.0-5.0	(75-125)
<b>Aluminum:</b>			
1 ct. DTM Wash Primer		0.7-1.3	(18-32)
1-2 cts. Hi-Solids Polyurethane		3.0-5.0	(75-125)
<b>Concrete:</b>			
1 ct. Kem Cati-Coat Epoxy HS Filler/Sealer		10.0-15.0	(250-375)
1-2 cts. Hi-Solids Polyurethane		3.0-5.0	(75-125)
<b>Galvanized Metal:</b>			
1 ct. Recoatable Epoxy Primer		4.0-6.0	(100-150)
1-2 cts. Hi-Solids Polyurethane		3.0-5.0	(75-125)

#### FIRETEX ONLY:

#### Finish Coat for FIRETEX Hydrocarbon Systems:

1 ct. Hi-Solids Polyurethane\*

\*Consult FIRETEX PFP Specialist for recommended dft range

The systems listed above are representative of the product's use, other systems may be appropriate.

#### DISCLAIMER

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#### SURFACE PREPARATION

Surface must be clean, dry, and in sound condition. Remove all oil, dust, grease, dirt, loose rust, and other foreign material to ensure adequate adhesion.

Refer to product Application Bulletin for detailed surface preparation information.

Minimum recommended surface preparation:

\* Iron & Steel: SSPC-SP6/NACE 3, 2 mil (50 micron) profile

\* Aluminum: SSPC-SP1

\* Galvanizing: SSPC-SP1

\* Concrete & Masonry: SSPC-SP13/NACE 6, or ICRI No. 310.2R, CSP 1-3

\* Primer Required

#### Surface Preparation Standards

Condition of Surface	ISO 8501-1 BS7079:A1	Swedish Std. SIS055900	SSPC	NACE
White Metal	Sa 3	Sa 3	SP 5	1
Near White Metal	Sa 2.5	Sa 2.5	SP 10	2
Commercial Blast	Sa 2	Sa 2	SP 6	3
Brush-Off Blast	Sa 1	Sa 1	SP 7	4
Hand Tool Cleaning	D St 2	C St 2	SP 2	-
Pitted & Rusty	D St 2	D St 2	SP 2	-
Rusted	C St 3	C St 3	SP 3	-
Power Tool Cleaning	D St 3	D St 3	SP 3	-
Pitted & Rusty	D St 3	D St 3	SP 3	-

#### TINTING

Tint with Maxitoner Colorants only into Part S. Extra White tints at 200% tint strength. Ultradeep tints at 150% tint strength. Five minutes minimum mixing on a mechanical shaker is required for complete mixing of color.

#### APPLICATION CONDITIONS

Temperature: 20°F (-7°C) minimum  
120°F (49°C) maximum  
(air, surface, and material)  
Do not apply over surface ice  
At least 5°F (2.8°C) above dew point

Relative humidity: 85% maximum

Refer to product Application Bulletin for detailed application information.

#### ORDERING INFORMATION

Packaging:  
Part S: 1 gallon (3.78L) and 4 gallon (15.1L) kits  
Part T: quarts (0.94L) and gallons (3.78L)

Weight: 10.7 ± 0.2 lb/gal ; 1.28 Kg/L  
mixed, may vary with color

#### SAFETY PRECAUTIONS

Refer to the SDS sheet before use.

Published technical data and instructions are subject to change without notice. Contact your Sherwin-Williams representative for additional technical data and instructions.

#### WARRANTY

The Sherwin-Williams Company warrants our products to be free of manufacturing defects in accord with applicable Sherwin-Williams quality control procedures. Liability for products proven defective, if any, is limited to replacement of the defective product or the refund of the purchase price paid for the defective product as determined by Sherwin-Williams. NO OTHER WARRANTY OR GUARANTEE OF ANY KIND IS MADE BY SHERWIN-WILLIAMS, EXPRESSED OR IMPLIED, STATUTORY, BY OPERATION OF LAW OR OTHERWISE, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.



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 PART S B65-350 SEMI-GLOSS SERIES  
 PART S B65WW305 MR, WHITE TINT BASE (GLOSS)  
 PART T B60V30 HARDENER

Revised: November 3, 2022

### APPLICATION BULLETIN

5.21

#### SURFACE PREPARATIONS

Surface must be clean, dry, and in sound condition. Remove all oil, dust, grease, dirt, loose rust, and other foreign material to ensure adequate adhesion.

##### Iron & Steel

Remove all oil and grease from surface by Solvent Cleaning per SSPC-SP1. Minimum surface preparation is Commercial Blast Cleaning per SSPC-SP6/NACE 3. For better performance, use Near White Metal Blast Cleaning per SSPC-SP10/NACE 2. Blast clean all surfaces using a sharp, angular abrasive for optimum surface profile (2 mils / 50 microns). Prime any bare steel the same day as it is cleaned or before flash rusting occurs.

##### Aluminum

Remove all oil, grease, dirt, oxide and other foreign material by Solvent Cleaning per SSPC-SP1. Primer required.

##### Galvanized Steel

Allow to weather a minimum of six months prior to coating. Remove all oil, grease, dirt, oxide and other foreign material by Solvent Cleaning per SSPC-SP1. When weathering is not possible, or the surface has been treated with chromates or silicates, first Solvent Clean per SSPC-SP1 and apply a test patch. Allow paint to dry at least one week before testing adhesion. If adhesion is poor, brush blasting per SSPC-SP7 is necessary to remove these treatments. Rusty galvanizing requires a minimum of Hand Tool Cleaning per SSPC-SP2, prime the area the same day as cleaned. Primer required.

##### Concrete and Masonry

For surface preparation, refer to SSPC-SP13/NACE 6, or ICRI No. 310.2R, CSP 1-3. Surfaces should be thoroughly clean and dry. Concrete and mortar must be cured at least 28 days @ 75°F (24°C). Remove all loose mortar and foreign material. Surface must be free of laitance, concrete dust, dirt, form release agents, moisture curing membranes, loose cement and hardeners. Fill bug holes, air pockets and other voids with Steel-Seam FT910. Primer required.

##### Follow the standard methods listed below when applicable:

ASTM D4258 Standard Practice for Cleaning Concrete.  
 ASTM D4259 Standard Practice for Abrading Concrete.  
 ASTM D4260 Standard Practice for Etching Concrete.  
 ASTM F1869 Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete.  
 SSPC-SP 13/Nace 6 Surface Preparation of Concrete.  
 ICRI No. 310.2R Concrete Surface Preparation.

#### Surface Preparation Standards

Condition of Surface	ISO 8501-1 BS7079:A1	Swedish Std. SIS055900	SSPC	NACE
White Metal	Sa 3	Sa 3	SP 5	1
Near White Metal	Sa 2.5	Sa 2.5	SP 10	2
Commercial Blast	Sa 2	Sa 2	SP 6	3
Brush-Off Blast	Sa 1	Sa 1	SP 7	4
Hand Tool Cleaning	CS St 2	C St 2	SP 2	-
	D St 2	D St 2	SP 2	-
Power Tool Cleaning	CS St 3	C St 3	SP 3	-
	D St 3	D St 3	SP 3	-

#### APPLICATION CONDITIONS

Temperature: 20°F (-7°C) minimum  
 120°F (49°C) maximum  
 (air, surface, and material)  
 Do not apply over surface ice  
 At least 5°F (2.8°C) above dew point

Relative humidity: 85% maximum

#### APPLICATION EQUIPMENT

The following is a guide. Changes in pressures and tip sizes may be needed for proper spray characteristics. Always purge spray equipment before use with listed reducer. Any reduction must be compliant with existing VOC regulations and compatible with the existing environmental and application conditions.

##### Reducer/Clean Up

Below 80°F (27°C) ..... Polane Reducer K69 or R7K111  
 Above 80°F (27°C)..... Reducer #58 or R6K32

##### Airless Spray

Pressure..... 2500 - 2800 psi  
 Hose..... 3/8" ID  
 Tip..... 013" - .017"  
 Filter..... none  
 Reduction..... As needed up to 10% by volume with R7K111, or up to 6% by volume with Polane Reducer K69, Reducer #58, or R6K32 - reducing more than these levels may result in VOC exceeding 340 g/L

##### Conventional Spray

Gun ..... Binks 95  
 Fluid Nozzle ..... 63 B  
 Atomization Pressure .... 50 - 70 psi  
 Fluid Pressure..... 20 - 25 psi  
 Reduction..... As needed up to 15% by volume\*

##### Brush

Brush..... Natural bristle  
 Reduction..... As needed up to 15% by volume\*

##### Roller

Cover ..... 3/8" woven with solvent resistant core  
 Reduction..... As needed up to 15% by volume\*

\*As needed up to 15% by volume with R7K111, or up to 6% by volume with Polane Reducer K69, Reducer #58, or R6K32 - reducing more than these levels may result in VOC exceeding 340 g/L

If specific application equipment is not listed above, equivalent equipment may be substituted.



**Protective  
&  
Marine  
Coatings**

# HI-SOLIDS POLYURETHANE

PART S	B65-300	GLOSS SERIES
PART S	B65-350	SEMI-GLOSS SERIES
PART S	B65WW305	MR, WHITE TINT BASE (GLOSS)
PART T	B60V30	HARDENER

Revised: November 3, 2022

## APPLICATION BULLETIN

5.21

### APPLICATION PROCEDURES

Surface preparation must be completed as indicated.

Mix contents of each component thoroughly with low speed power agitation. Make certain no pigment remains on the bottom of the can. Then combine 4 parts by volume of Part S with 1 part by volume of Part T. Thoroughly agitate the mixture with power agitation.

If reducer solvent is used, add only after both components have been thoroughly mixed.

Apply paint at the recommended film thickness and spreading rate as indicated below:

#### Recommended Spreading Rate per coat:

	Minimum	Maximum
Wet mils (microns)	4.5 (112)	8.0 (200)
Dry mils (microns)	3.0 (75)	5.0 (125)
~Coverage sq ft/gal (m <sup>2</sup> /L)	208 (5.1)	347 (8.5)
Theoretical coverage sq ft/gal (m <sup>2</sup> /L) @ 1 mil / 25 microns dft	1040 (25.5)	

*NOTE: Brush or roll application may require multiple coats to achieve maximum film thickness and uniformity of appearance.*

#### Drying Schedule @ 4.5 mils (112.5 microns) wet:

	@ 20°F/-7°C	@ 40°F/4.5°C	@ 77°F/25°C 50% RH	@ 120°F/49°C
To touch:	16 hours	4 hours	2 hours	1 hour
To handle:	14 days	16 hours	8 hours	5 hours
To recoat:				
minimum:	32 hours	24 hours	18 hours	10 hours
maximum:	unlimited	30 days	30 days	30 days
To cure:	40 days	14 days	10 days	7 days

*If maximum recoat time is exceeded, abrade surface before recoating.*

*Drying time is temperature, humidity, and film thickness dependent.*

**Pot Life:** 3 days 8 hours 4 hours 2 hours

**Sweat-in-Time:** None required

Application of coating above maximum or below minimum recommended spreading rate may adversely affect coating performance.

### CLEAN UP INSTRUCTIONS

Clean spills and spatters immediately with Reducer #58. Clean tools immediately after use with Reducer #58. Follow manufacturer's safety recommendations when using any solvent.

### DISCLAIMER

The information and recommendations set forth in this Product Data Sheet are based upon tests conducted by or on behalf of The Sherwin-Williams Company. Such information and recommendations set forth herein are subject to change and pertain to the product offered at the time of publication. Consult your Sherwin-Williams representative to obtain the most recent Product Data Information and Application Bulletin.

### PERFORMANCE TIPS

Stripe coat all crevices, welds, and sharp angles to prevent early failure in these areas.

When using spray application, use a 50% overlap with each pass of the gun to avoid holidays, bare areas, and pinholes. If necessary, cross spray at a right angle.

Spreading rates are calculated on volume solids and do not include an application loss factor due to surface profile, roughness or porosity of the surface, skill and technique of the applicator, method of application, various surface irregularities, material lost during mixing, spillage, overthinning, climatic conditions, and excessive film build.

Excessive reduction of material can affect film build, appearance, and adhesion.

Do not apply the material beyond recommended pot life.

Do not mix previously catalyzed material with new.

In order to avoid blockage of spray equipment, clean equipment before use or before periods of extended downtime with Reducer #58.

Mixed coating is sensitive to water. Use water traps in all air lines. Moisture contact can reduce pot life and affect gloss and color.

Quick-Thane Urethane Accelerator is acceptable for use. See data page 5.97 for details.

E-Z Roll Urethane Defoamer is acceptable for use. See data page 5.99 for details.

R7K69 reducer is acceptable at temperature both above and below 80°F (28°C).

Refer to Product Information sheet for additional performance characteristics and properties.

### SAFETY PRECAUTIONS

Refer to the SDS sheet before use.

Published technical data and instructions are subject to change without notice. Contact your Sherwin-Williams representative for additional technical data and instructions.

### WARRANTY

The Sherwin-Williams Company warrants our products to be free of manufacturing defects in accord with applicable Sherwin-Williams quality control procedures. Liability for products proven defective, if any, is limited to replacement of the defective product or the refund of the purchase price paid for the defective product as determined by Sherwin-Williams. NO OTHER WARRANTY OR GUARANTEE OF ANY KIND IS MADE BY SHERWIN-WILLIAMS, EXPRESSED OR IMPLIED, STATUTORY, BY OPERATION OF LAW OR OTHERWISE, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.



4130 Timberlane Drive  
Northbrook, IL 60062  
847-919-4980 Office  
847-656-5002 Fax  
info@dkersey.com

May 2, 2023

Mr. Vic Sabaliauskas  
Village of Oak Park  
201 South Blvd.  
Oak Park, IL 60302

**Re: Public Works Wash Bay Drainage Improvements – 22-134  
DKCC Job No. 177  
COP#4 – Scope Changes (Revised 5/15/23)**

Dear, Mr. Sabaliauskas,

Per your request, we submit the following proposal to provide the following:

- Additional labor and material to furnish and install a new hot-applied modified bitumen system and an additional floor drain to wash bay. We propose to thoroughly scrape the existing tar membrane down to residual tar.
- Modify the new drain system to add a 4" Zurn Z415B drain, located at the end of wash bay. The existing precast slab slopes 5" from the entrance of the bay to the back of the bay, and this fourth floor drain will be flashed into the hot-bitumen system to drain any residual moisture that makes it between the slabs.
- Prime the existing slab and install two layers of ply 4 with 30lbs of hot bitumen per 100 SF followed by a 30lb per 100 SF glaze.
- Change to Strux 90/40 macrofibers at 8.5lbs/cyd in lieu of #3 Rebar as originally designed. (Note:Finish will be rough from fibers protruding but will be obscured by the final traffic coating.)
- Fabricate angle frames and clamps for existing MiFAB drains to allow them to be flashed into the new hot-bitumen waterproof system.
- Install angle frames onto MiFAB Drains. Drill weep-holes through angle and drain to allow for water to enter the drain. Angles will be set to allow for 2-1/2" of concrete topping slab around the drains.

Remove Membrane, scrape existing floor down to residual tar Blast-It-All	\$ 4,850.00
Furnish and Install – Modified Hot-Bitumen waterproofing J&F Chiattello Construction, Inc.	\$ 15,800.00
D Kersey Construction Co. – Additional Supervision 8hrs. @ \$125/hr.	\$ 1,000.00

COMMERCIAL

INDUSTRIAL

INSTITUTIONAL

Furnish and install additional floor drain, reconfigure piping Stutz Plumbing		\$ 4,500.00
Switch from Rebar to Strux 90/40 macrofibers		<u>NO CHANGE</u>
Furnish three (3) 4" X 1-1/2" X 1/4" angle frames and 1" X 1/4" bar-frame Clamps. Hillstrone Structural Services		\$ 2,470.00
Install Angle Frames on Drains and drill weep-holes D Kersey Construction Co . Labor – 2 hrs. @ \$125.00 / Hr.		\$ 250.00
Material – MasterSeal NP-1 – 6 tubes @ \$6.70/tube		\$ 40.00
	SUBTOTAL	\$ 28,910.00
	10% OH&P	\$ 2,891.00
	1.2% Bond Cost	\$ 382.00
	TOTAL	\$ 32,183.00

See attached proposal from Blast-It-All, J&F Chiattello Construction, Inc. Stutz Plumbing, Elliot Construction Corp. and Hillstone Structural Services. Also attached is a cut sheet on the Zurn Drain, revised plumbing plan and MiFAB drain modification detail

We have not been able to order the doors yet since we have not received a revised elevation plan from TranSystems indicating the pitches required for the topping slab. Since production time on Hollow Metal Doors is currently running 6 weeks from order to ship date, we would think it would be conservative to extend the completion date on the project to July 15, 2023.

In addition to the costs listed above, we were asked to provide a proposal to replace the 90° elbows in the existing 2" vent line. Our plumber believes that this is not corrosion, but calcium deposits caused by chemicals leaching through the CMU wall of the wash bay and dripping down the vent line. The 2' of waterproofing coating we are applying to the walls should eliminate future issues and the pipe should be able to be cleaned.

While changing the 90s out in and of itself would not be very costly if we are already there doing the drain work, our plumber is concerned that heating up the pipe to replace them, may cause an issue further up the line requiring us to open up the CMU wall upstairs and replace the vertical length of pipe. If replacement is something you are still interested in, please add a \$6,000.00 allowance to this change order, which would cover opening a 2X3 section of the CMU wall upstairs, replacing the vertical in-wall vent and patching the wall. We could then try replacing just the 90s, and if successful, return the balance.

Please note that we are making recommendation for the waterproofing and additional floor drain based on our construction experience. We are not licensed architects or engineers, and we do not take design responsibility for this proposal. We recommend that our proposed changes be reviewed and approved by the architect of record on this project. If this proposal is acceptable, please provide a written notice to proceed and issue a contract modification at your earliest convenience.

Sincerely,

A handwritten signature in black ink, reading "Brian D. Kersey". The signature is written in a cursive style with a large, prominent initial "B".

Brian D. Kersey  
Project Manager





1090 Atlantic Drive,  
West Chicago, IL 60185

Office: 630.876.8888  
Mobile: 630.386.5088  
www.blastitallchicago.com  
dave@blastitallchicago.com

April 19, 2023

Brian Kersey  
D Kersey Construction Co.  
4130 Timberlane Drive  
Northbrook, IL 60062

**PROPOSAL / CONTRACT**

**City of Oak Park Maintenance Bldg. – Membrane & Adhesive Removal Proposal**

**Blast It All** proposes to remove the existing waterproof membrane and tar/adhesives off the concrete floor in the Wash Bay area at the **City of Oak Park Maintenance Building** located in **Oak Park, IL**. The scope of the project is to mechanically scrape the surface to remove the membrane material.

Process	Approx. SQFT	Approx. Shifts	Total
Scrape/Removal of the Membrane	1,400	1	\$3,950.00
Dumpster & Disposal	N/A	N/A	\$900.00
<b>TOTAL:</b>	<b>1,400</b>	<b>2</b>	<b>\$4,850.00</b>

**Please note:**

The pricing is based on 1 mobilization / 1 phase.

Work to be performed during regular business hours Monday-Friday. No weekends.

Removal of the concrete, topping slab, or anything above the membrane is not included.

The pricing is based on the area being wide open and free from obstructions or debris.

We do not guarantee all the adhesive material can be removed from pitted areas.

**Blast It All** will supply all necessary equipment and personnel. **Blast It All** will not be responsible for any concrete damaged from the scraping, shot-blasting, or grinding process. Contractor/Owner will be responsible for a water source, dumpsters, disposal, and electricity (208 Volt, 3 Phase, 60 Amp service required).

**Blast It All** would like to thank you for giving us the opportunity to present this proposal.

Payment terms are net 30 days; a lien will be filed before 90 days. All associated collection cost including court fees, attorney fees and interest at 1.5% per month will be added to invoice.

Accepted by:

\_\_\_\_\_  
D Kersey Construction Co.

UPON ACCEPTANCE, PLEASE EMAIL SIGNED COPY IN ORDER TO SCHEDULE THIS PROJECT

**J & F CHIATTELLO CONSTRUCTION, INC.**

1387 Joliet St Suite C  
Dyer, IN 46311  
219/322-7660 - 855/851-7663  
Fax: 219/322-9320  
State License #: 104-016046  
[jfchiattello@gmail.com](mailto:jfchiattello@gmail.com)  
[www.jfchiattellosconst.com](http://www.jfchiattellosconst.com)



Estimator, Jim Chiattello

**May 3, 2023**

D Kersey Construction

**Re: Oak Park Public Works Wash Bay**

**CONTRACT**

We propose to furnish all necessary labor, equipment, and supervision to complete the following scope of work:

1. **Prime over existing hot-applied residue on concrete slab – 1568 sf**
2. **Install 2 layers of ply 4 felt with 30lbs of hot-bitumen per square – 1568 sf**
3. **Install glaze at 30lbs / square – 1400 sf**
4. **Single Mobilization**

**\*\*NOTE\*\***If you are paying with a credit card it will be an additional 3.5% over contract price.

**\*\*NOTE\*\*** If Any Type of cable service needs to be removed for roofing J & F Chiattello Construction, Inc. is not liable in any way for re-installation. All material is guaranteed to be as specified and completed in a substantial workmanlike manner for the sum of **\*\*Fifteen Thousand, eight hundred\*\* (\$15,800.00)** with payments to be made as follows:

\*\*\*\*1/2 Down Upon Signing Contract\*\*\*\*  
\*\*\*\*Balance Upon Completion\*\*\*\*

Any alteration or deviation from above involving extra cost will be executed only work written orders and will become and extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control. Owner is to carry fire, tornado, and other necessary insurance upon above work. Workman's Compensation and Public Liability Insurance on above work is to be taken out by J & F Chiattello Construction, Inc.

**Respectfully Submitted: J & F Chiattello Construction, INC.**

Per: James Chiattello  
Jim Chiattello, Estimator

Note - We may withdraw this contract if not accepted within 30 days.

Note - **You have the right to cancel within 3 days of signing contract.**

**ACCEPTANCE OF CONTRACT**

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Phone # \_\_\_\_\_ Shingle Color: \_\_\_\_\_

# STUTZ PLUMBING, INC.

7240 Circle Avenue  
Forest Park, Illinois 60130-1163  
(708) 366-1512  
stutzplumbing@sbcglobal.net  
State License# 055-018956  
Chicago License# BC15206

May 3, 2023


D Kersey Construction Co.  
4130 Timberlane Drive  
Northbrook, IL 60062

RE: Oak Park Wash Bay COP

It is with pleasure we provide the following quotation:

Remove 4"X2" vent connection at new 4" Line  
Extend 4" line to new floor drain location  
Core existing precast slab for new drain  
Furnish and install new 4" Zurn Z415B Floor Drain with P-Trap

Total Cost: \$4,500.00



Robert A. Stutz

**HILLSTONE**  
STRUCTURAL SERVICES, INC.

---

May 11, 2022

Brian Kersey  
D Kersey Construction Co.  
4130 Timberlane Dr.  
Northbrook, IL 60062

Re: Oak Park Public Works Wash Bay

Dear Brian,

Lump sum price to furnish and deliver three (3) 4"X 1-1/2"X 1/4" steel angle frames and 1"X1/4" steel bar frames to fit MiFAB F1480 drains.

\$2,470.00

Notes:

If you have any additional questions, please do not hesitate to give me a call.

Sincerely,  
Hillstone Structural Services, Inc.  
Tim Meyer



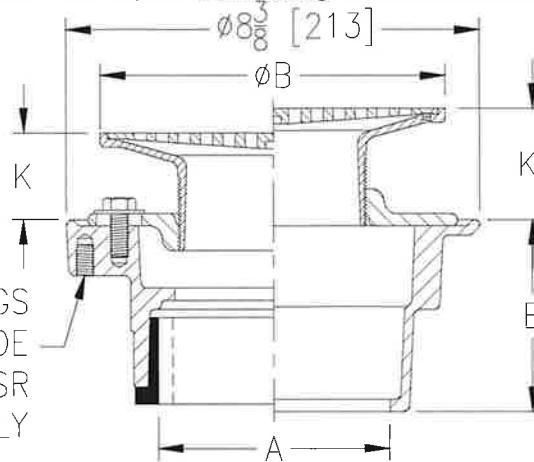
# Z415B

## BODY ASSEMBY W/ "TYPE B" STRAINER

SPECIFICATION SHEET

TAG \_\_\_\_\_

Dimensional Data (inches and [ mm ]) are Subject to Manufacturing Tolerances and Change Without Notice



FOUR 3/8-16NC TAPPINGS PROVIDED ON UNDERSIDE FOR -SA, -SQ, AND -SR SUFFIX OPTIONS ONLY

Dimensions in In [mm]						Approx. Wt. Lbs. [kg]	Strainer Open Area Sq. In. [cm <sup>2</sup> ]
A Pipe Size	B Strainer Dia.	K		K'			
		Min.	Max.	Min.	Max.		
2,3 [51,76]	5 [127]	1 [25]	1-1/2 [38]	1-3/32 [28]	2-1/4 [57]	11 [5]	6-1/4 [40]
2,3,4 [51,76,102]	6 [152]	1 [25]	1-25/32 [45]	1-13/32 [36]	2-17/32 [64]	13 [6]	9 [58]
2,3,4 [51,76,102]	7 [178]	1 [25]	2-1/8 [54]	1-23/32 [44]	2-7/8 [73]	14 [6]	12 [77]
3,4 [76,102]	8 [203]	1-5/32 [30]	2-1/8 [54]	1-3/4 [44]	2-7/8 [73]	16 [7]	19 [123]
6 [152]	8 [203]	1-5/32 [30]	2-1/8 [54]	1-3/4 [44]	2-7/8 [73]	18 [8]	19 [123]
6 [152]	10 [254]	1-7/16 [37]	2-1/2 [64]	2 [51]	3-1/4 [83]	22 [10]	23 [148]

**ENGINEERING SPECIFICATION: ZURNZN415B**

Floor and shower drain, Dura-Coated cast iron body with bottom outlet, combination invertible membrane clamp and adjustable collar with seepage slots and "TYPE B" polished nickel bronze, light-duty strainer.

**OPTIONS** (Check/specify appropriate options)

PIPE SIZE	(Specify size/type)	OUTLET	'E' BODY HT. DIM.
2,3,4 [51,76,102]	_____	IC Inside Caulk	4-3/16 [106]
2 [51]	_____	IP Threaded	2-7/16 [62]
3 [76]	_____	IP Threaded	2-3/4 [70]
4 [102]	_____	IP Threaded	2-13/16 [71]
6 [152]	_____	IP Threaded	2-7/8 [73]
2,3,4 [51,76,102]	_____	NH No-Hub	3-13/16 [97]
2,3,4 [51,76,102]	_____	NL Neo-Loc	3-7/8 [98]

**PREFIXES**

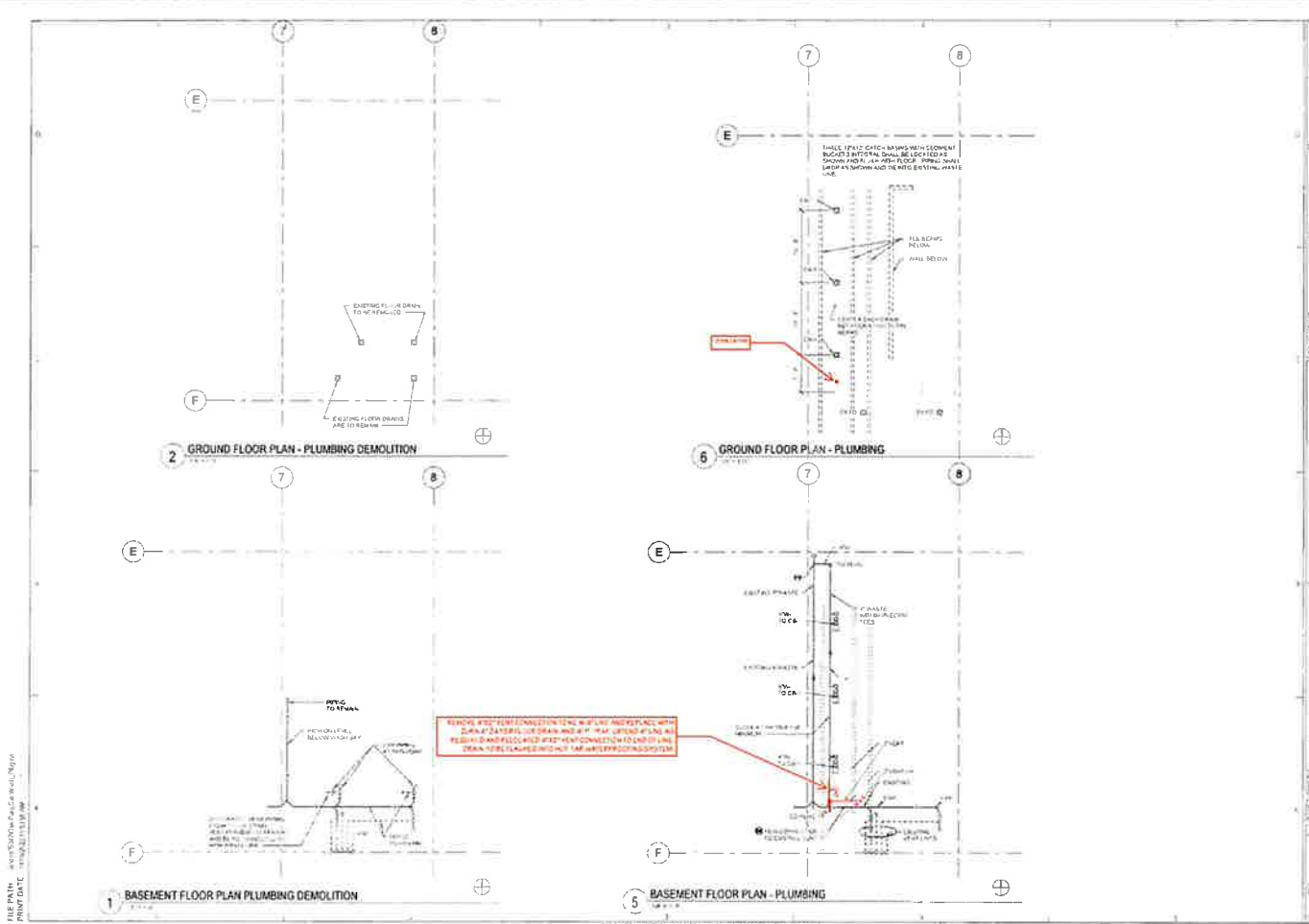
- \_\_\_ ZB D.C.C.I. Body Assembly w/ Polished Bronze Top
- \_\_\_ ZN D.C.C.I. Body Assembly w/ Polished Nickel Bronze Top\*

**SUFFIXES**

- \_\_\_ -AR Acid Resisting Epoxy Coated Cast Iron
- \_\_\_ -CP Chrome-Plated Bronze Top
- \_\_\_ -G Galvanized Cast Iron
- \_\_\_ -HD Heavy-Duty Slotted Grate (ZN 5,6 [127,152] Sizes Only)
- \_\_\_ -OF Oval Funnel (Z329-7) (6,7,8,10 [152,178,203,254] Strainers Only)
- \_\_\_ -P Trap Primer Connection (Specify 1/2 [13] or 3/4 [19])
- \_\_\_ -PC Protective Cover
- \_\_\_ -SA Stabilizer Assembly (See Z1035)
- \_\_\_ -SQ Stabilizer Q-Deck (See Z1035-Q)
- \_\_\_ -SR Stabilizer Ring
- \_\_\_ -TC Neo-Loc Test Cap Gasket (2,3,4 [51,76,102] NL Outlet Only)
- \_\_\_ -U 1-3 [25-76] High Extension Adapter
- \_\_\_ -V Backwater Valve
- \_\_\_ -VP Vandal-Proof Secured Top
- \_\_\_ -Y Sediment Bucket
- \_\_\_ -4 4 [102] Diameter Funnel (Z328)
- \_\_\_ -90 90° Threaded Side Outlet Body Assembly (2,3 [51,76] Only)

\* Regularly furnished unless otherwise specified.

NO.	DESCRIPTION
1	ISSUE FOR PERMIT
2	ISSUE FOR PERMIT
3	ISSUE FOR PERMIT
4	ISSUE FOR PERMIT
5	ISSUE FOR PERMIT
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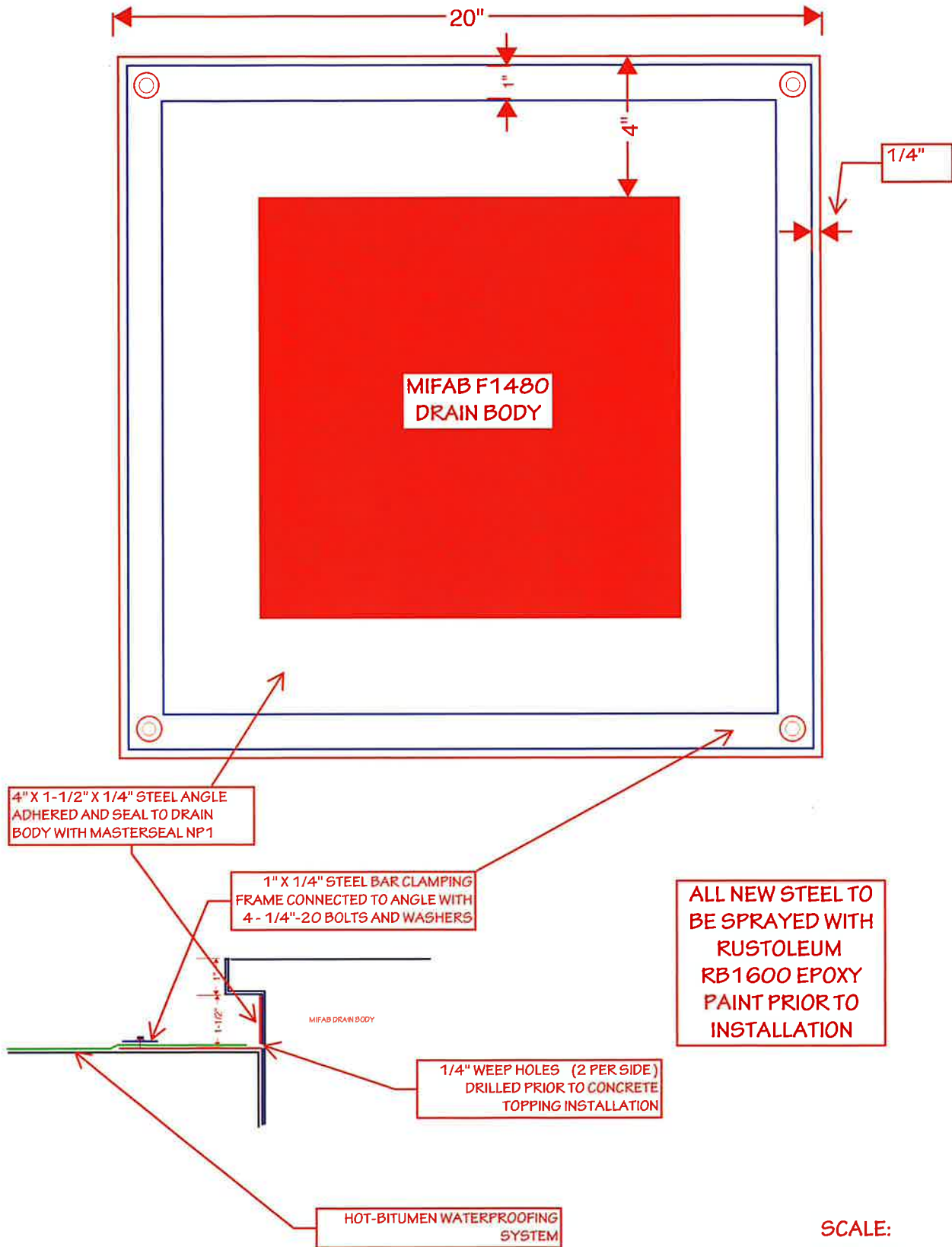


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PRINT DATE: 11/16/11 11:58 AM

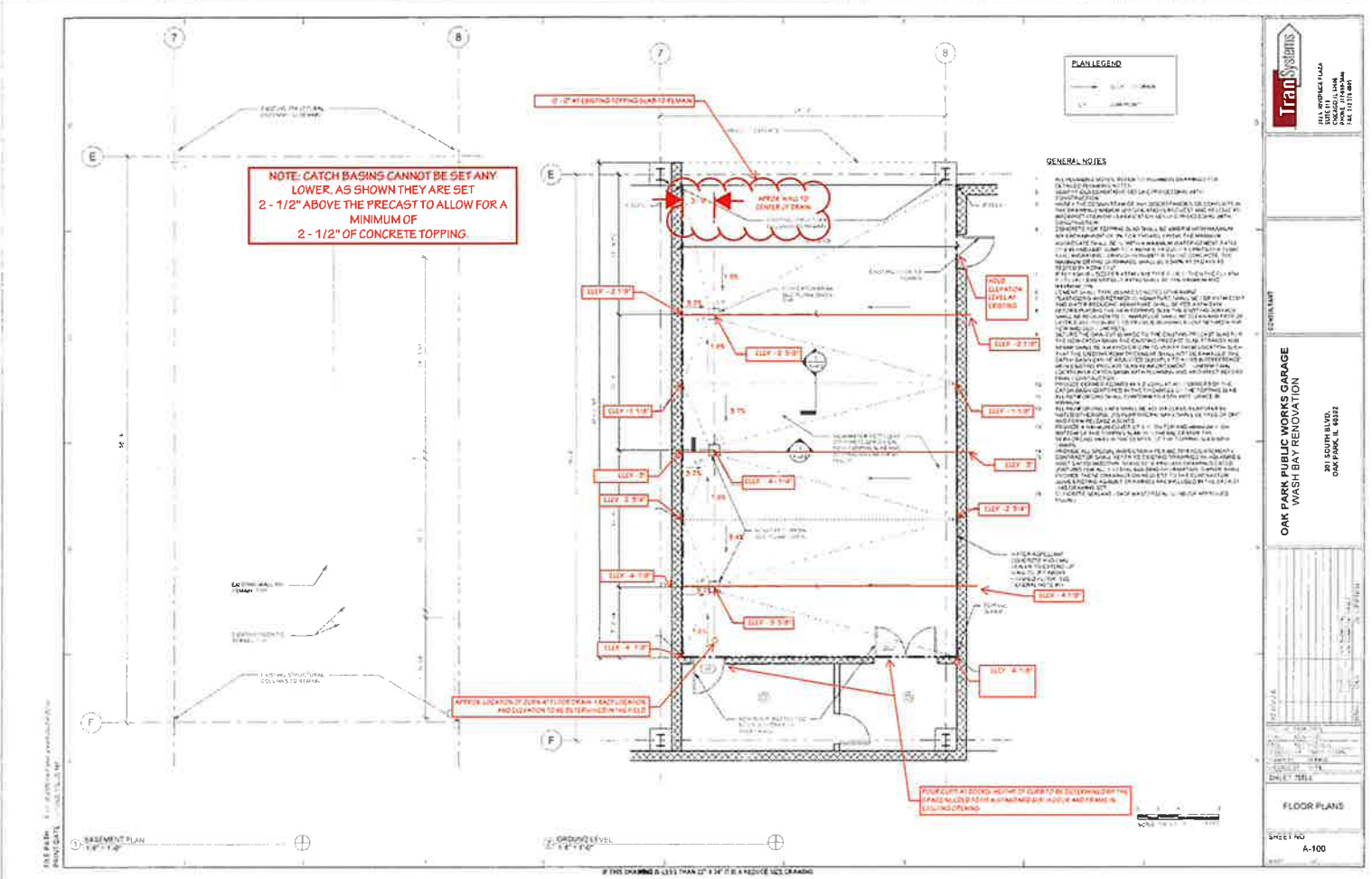
IF THIS DRAWING IS LESS THAN 1/4" X 36" IS A REDUCE SIZE DRAWING

OAK PARK PUBLIC WORKS WASH BAY - PROPOSED MIFAB DRAIN MODIFICATIONS

DETAIL FOR MIFAB DRAIN FLANGE



SCALE:  
1/4"=1"



NOTE: CATCH BASINS CANNOT BE SET ANY LOWER, AS SHOWN THEY ARE SET 2 - 1/2" ABOVE THE PRECAST TO ALLOW FOR A MINIMUM OF 2 - 1/2" OF CONCRETE TOPPING.



**GENERAL NOTES**

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC) AND THE INTERNATIONAL PLUMBING CODE (IPC).
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITY.
3. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
4. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT AREAS AT ALL TIMES.
5. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ARCHITECT.
6. THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND STRUCTURES.
7. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE SPECIFICATIONS AND NOTES.
8. THE CONTRACTOR SHALL MAINTAIN A CLEAN AND SAFE WORKING ENVIRONMENT AT ALL TIMES.
9. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
10. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT AREAS AT ALL TIMES.
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16. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT AREAS AT ALL TIMES.
17. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ARCHITECT.
18. THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND STRUCTURES.
19. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE SPECIFICATIONS AND NOTES.
20. THE CONTRACTOR SHALL MAINTAIN A CLEAN AND SAFE WORKING ENVIRONMENT AT ALL TIMES.

**TranSystems**  
 1111 W. WASHINGTON BLVD  
 SUITE 1100  
 CHICAGO, IL 60604  
 (773) 399-1111

**OAK PARK PUBLIC WORKS GARAGE WASH BAY RENOVATION**

BY SUBMITTED: 05/14/2018

**FLOOR PLANS**

SHEET NO. A-100





We create chemistry

7 | 07 92 00  
Joint  
Sealants

# MasterSeal® NP 1™

One-component, acoustic/sound damping, elastomeric, gun-grade polyurethane sealant

FORMERLY SONOLASTIC® NP 1™

## PACKAGING

- 300 ml (10.1 fl oz) cartridges, 30 cartridges per carton and 12 cartridges per carton
- 590 ml (20 fl oz) ProPaks, 20 per carton

## COLORS

White, Off-White, Limestone, Stone, Tan, Aluminum Gray, Medium Bronze, Special Bronze, Redwood Tan, Black And Gray

For color availability in bulk packaging, call Customer Service.

## YIELD

See page 3 for charts

## STORAGE

Store in original, unopened containers away from heat and direct sunlight. Storing at elevated temperatures will reduce the shelf life.

## SHELF LIFE

Cartridges and ProPaks:  
1 year when properly stored.

## VOC CONTENT

35g/L less water and exempt solvents

## DESCRIPTION

MasterSeal NP 1 is a one-component, high-performance, non-priming, gun-grade, elastomeric polyurethane sealant. It requires no mixing and typically requires no priming to bond to many materials, including concrete and masonry.

Used as an acoustical sealant, MasterSeal NP 1 reduces sound transmission in partition systems to support high STC values by sealing spaces around cut-outs and at perimeters of partitions. The sealant cures to a tough rubber to form a long-lasting acoustical seal.

## PRODUCT HIGHLIGHTS

- One-component formula requires no mixing, helping to reduce labor costs
- Joint movement capability  $\pm 35\%$  provides excellent flexibility for keeping moving joints weathertight
- Easy to gun and tool, speeding up application and making neater joints
- Available in ProPaks, reducing jobsite waste, lowering disposal costs
- 12 standard colors to match a wide variety of common substrates
- No primer required for most construction materials lowering installation costs
- Weather resistant for long-lasting weathertight seals
- Wide temperature application range makes MasterSeal NP 1 suitable for all climates
- Compatible with non-rigid coatings and can be painted
- Superior holding power for long-lasting roof tile installation
- UL listed; Passes 4-hour, 4-inch, fire and hose stream test when used with Ultra Block or mineral wool
- Suitable for water immersion with documented performance in wet areas
- Meets VOC requirements in all 50 states

- Can adhere to green concrete up to 72 hours after pour
- Can be used as acoustic sealant to increase system STC value
- Minimizes sound transfer and supports high STC ratings

## APPLICATIONS

- Interior and exterior
- Above and below grade
- Immersed in water
- Expansion joints
- Panel walls
- Precast units
- Aluminum and wood window frames
- Roofing
- Fascia
- Parapets
- Vinyl siding
- Store front assemblies

## SUBSTRATES

- Concrete
- Masonry
- Aluminum
- Wood
- Clay & concrete roof tiles
- Stucco
- Natural stone

### Technical Data

#### Composition

MasterSeal NP 1 is a one-component moisture-curing polyurethane.

#### Compliances

- ASTM C 920, Type S, Grade NS, Class 35, Use NT, M, A, T, O\* and I
  - Federal Specification TT-S- 00230C, Type II, Class A
  - Corps of Engineers CRD-C- 541, Type II, Class A
  - Canadian Specification CAN/CGSB-19.13-M87, Classification MCG-2-25-A-N, No. 81026
  - CFI accepted
  - Underwriters Laboratories Inc.® classified (fire resistance only)
  - ISO 11600-F-25LM
  - STC (sound transmission class)
- \* Refer to substrates in Where to Use.

#### Typical Properties

PROPERTY	VALUE
<b>Service temperature range,</b> °F (°C)	-40 to 180 (-40 to 82)
<b>Shrinkage</b>	None

### Test Data

PROPERTY	RESULTS	TEST METHOD
<b>Movement capability, %</b>	±35	ASTM C 719
<b>Tensile strength, psi (MPa)</b>	350 (2.4)	ASTM D 412
<b>Tear strength, pli</b>	50	ASTM D 1004
<b>Ultimate elongation at break, %</b>	800	ASTM D 412
<b>Rheological,</b> (sag in vertical displacement) at 120 °F (49 °C)	No sag	ASTM C 639
<b>Extrudability, 3 seconds</b>	Passes	ASTM C 603
<b>Hardness, Shore A</b>		ASTM C 661
At standard conditions	25 – 30	
After heat aging (max Shore A: 50)	25	
<b>Weight loss, after heat aging, %</b>	3	ASTM C 792
<b>Cracking and chalking,</b> after heat aging	None	ASTM C 792
<b>Tack-free time, hrs,</b> (maximum 72 hrs)	Passes	ASTM C 679
<b>Stain and color change</b>	Passes	ASTM C 510
<b>Adhesion* in peel, pli (min. 5 pli)</b>	30	ASTM C 794
<b>Adhesion* in peel after UV radiation through glass (min. 5 pli)</b>	Passes	ASTM C 794
<b>Artificial weathering,</b> Xenon arc, 250 hours	Passes	ASTM C 793
<b>Artificial weathering,</b> Xenon arc, 3,000 hours	No surface cracking	ASTM G 26
<b>Water immersion, 122 °F (50 °C)</b>	Passes 10 weeks with movement cycling	ASTM C 1247
<b>Sound Transmission Class STC (dB)</b>	44	ASTM E 90

\*Primed for water immersion dictated by ASTM C 920. Concrete and aluminum primed with P 173.  
Test results are typical values obtained under laboratory conditions. Reasonable variations can be expected.

TABLE 1

#### Joint Width and Sealant Depth

JOINT WIDTH, IN (MM)	SEALANT DEPTH AT MIDPOINT, IN (MM)
¼–½ (6–13)	¼ (6)
½–¾ (13–19)	¼–⅜ (6–10)
¾–1 (19–25)	⅜–½ (10–13)
1–1½ (25–38)	½ (13)

**Yield**

LINEAR FEET PER GALLON\*

JOINT DEPTH, (INCHES)	JOINT WIDTH (INCHES)									
	¼	⅜	½	⅝	¾	⅞	1	1½	2	3
<b>¼</b>	308	205	154	122	—	—	—	—	—	—
<b>⅜</b>	—	—	—	82	68	58	51	—	—	—
<b>½</b>	—	—	—	—	51	44	38	26	19	12

METERS PER LITER

JOINT DEPTH, (MM)	JOINT WIDTH (MM)									
	6	10	13	16	19	22	25	38	50	75
<b>6</b>	24.8	16.5	12.4	9.8	—	—	—	—	—	—
<b>10</b>	—	—	—	6.6	5.5	4.7	4.1	—	—	—
<b>13</b>	—	—	—	—	4.1	3.5	3.0	2.2	1.5	0.7

**HOW TO APPLY**  
**JOINT PREPARATION**

1. The product may be used in sealant joints designed in accordance with SWR Institute's Sealants - The Professional's Guide.
2. In optimal conditions, the depth of the sealant should be ½ the width of the joint. The sealant joint depth (measured at the center) should always fall between the maximum depth of ½" and the minimum depth of ¼". Refer to Table 1.
3. In deep joints, the sealant depth must be controlled by closed cell backer rod or soft backer rod. Where the joint depth does not permit the use of backer rod, a bond breaker (polyethylene strip) must be used to prevent three-point bonding.
4. To maintain the recommended sealant depth, install backer rod by compressing and rolling it into the joint channel without stretching it lengthwise. Closed cell backer rod should be about ⅛" (3 mm) larger in diameter than the width of the joint to allow for compression. Soft backer rod should be approximately 25% larger in diameter than the joint width. The sealant does not adhere to it, and no separate bond breaker is required. Do not prime or puncture the backer-rod.

**SURFACE PREPARATION**

Substrates must be structurally sound, fully cured, dry, and clean. Substrates should always be free of the following: dirt, loose particles, oil, grease, asphalt, tar, paint, wax, rust, waterproofing or curing and parting compounds, membrane materials and sealant residue.

**CONCRETE, STONE AND OTHER MASONRY**  
 Clean by grinding, sandblasting or wire brushing to expose a sound surface free of contamination and laitance.

**WOOD**  
 New and weathered wood must be clean, dry and sound. Scrape away loose paint to bare wood. Any coatings on wood must be tested to verify adhesion of sealant or to determine an appropriate primer.

**METAL**  
 Remove scale, rust and loose coatings from metal to expose a bright white surface. Any coatings on metal must be tested to verify adhesion of sealant or to determine an appropriate primer.

**PRIMING**

1. MasterSeal NP 1 is considered a non-priming sealant, but special circumstances or substrates may require a primer. It is the user's responsibility to check the adhesion of the cured sealant on typical test joints at the project site before and during application. Refer to product data sheet on MasterSeal P 173 or MasterSeal P 176, and consult Technical Service for additional information.
2. For immersion applications, MasterSeal P 173 must be used.
3. For green concrete applications, MasterSeal P 173 must be used.
4. Apply primer full strength with a brush or clean cloth. A light, uniform coating is sufficient for most surfaces. Porous surfaces require more primer; however, do not over-apply.
5. Allow primer to dry before applying MasterSeal NP 1. Depending on temperature and humidity, primer will be tack-free in 15–120 minutes. Priming and sealing must be done on the same day.

**APPLICATION**

1. MasterSeal NP 1 comes ready to use. Apply using professional grade caulking gun. Do not open cartridges, ProPaks or pails until preparatory work has been completed.
2. Fill joints from the deepest point to the surface by holding an appropriately sized nozzle against the back of the joint.

3. Dry tooling is recommended. Proper tooling results in the correct bead shape, neat joints, and optimal adhesion.
4. For roof tile applications apply a bead of MasterSeal NP 1 sufficient in size to make a bond between two tiles on the upper surface of the down slope tile. Install the upslope tile and press into the sealant bead to ensure good contact between the sealant and both tiles.

#### CURING TIME

The cure of MasterSeal NP 1 varies with temperature and humidity. The following times assume 75 °F (24 °C), 50% relative humidity, and a joint ½" width by ¼" depth (13 by 6 mm).

- Skins: overnight or within 24 hours
- Full cure: approximately 1 week
- Immersion service: 21 days

#### CLEAN UP

1. Immediately after use, clean equipment with MasterSeal 990 or xylene. Use proper precautions when handling solvents.
2. Remove cured sealant by cutting with a sharp-edged tool.
3. Remove thin films by abrading.

#### FOR BEST PERFORMANCE

- Do not allow uncured MasterSeal NP 1 to come into contact with alcohol-based materials or solvents.
- Do not apply polyurethane sealants in the vicinity of uncured silicone sealants or uncured MasterSeal NP 150™.
- MasterSeal NP 1 should not come in contact with oil-based caulking, uncured silicone sealants, polysulfides, or fillers impregnated with oil, asphalt or tar.
- Protect unopened containers from heat and direct sunlight.
- In cool or cold weather, store container at room temperature for at least 24 hours before using.
- When MasterSeal NP 1 is to be used in areas subject to continuous water immersion, cure for 21 days at 70 °F (23 °C) and 50% relative humidity. Allow longer cure times at lower temperatures and humidities. Always use MasterSeal P 173.
- Do not apply over freshly treated wood; treated wood must have weathered for at least 6 months.
- Do not use in swimming pools or other submerged

conditions where the sealant will be exposed to strong oxidizers. Avoid submerged conditions where water temperatures will exceed 120 °F (50 °C).

- Substrates such as copper, stainless steel and galvanized steel typically require the use of a primer; MasterSeal P 173 or MasterSeal P 176 is acceptable. For Kynar 500 based coatings, use P 173 only. An adhesion test is recommended for any other questionable substrate.
- MasterSeal NP 1 is an aromatic urethane, as such it may discolor over time with UV exposure. Where maintaining a true white appearance is critical, use MasterSeal NP 150 or MasterSeal CR 195 sealants.
- MasterSeal NP 1 can be applied below freezing temperatures only if substrates are completely dry, free of moisture and clean. Contact Technical Service for more information.
- Lower temperatures and humidities will extend curing times.
- Pursuant to accepted industry standards and practices, using rigid paints and/or coatings over flexible sealants can result in a loss of adhesion of the applied paint and/or coating, due to the potential movement of the sealant. However, should painting and/or coating be desired it is required that the applicator of the paint and/or coating conduct on-site testing to determine compatibility and adhesion.
- Proper application is the responsibility of the user. Field visits by BASF personnel are for the purpose of making technical recommendations only and not for supervising or providing quality control on the jobsite.
- Not for use in glazing applications. Do not apply on glass and plastic glazing panels.
- In green concrete applications, sealing joints in concrete prior to 72 hours after concrete placement will impact the ability of sealant to gain adhesion. MasterSeal P 173 should be used as a primer in all green concrete applications. It is always recommended to conduct a mock up when applying NP 1 to green concrete.

#### HEALTH, SAFETY AND ENVIRONMENTAL

Read, understand and follow all Safety Data Sheets and product label information for this product prior to use. The SDS can be obtained by visiting

[www.master-builders-solutions.basf.us](http://www.master-builders-solutions.basf.us), e-mailing your request to [basfbcsct@basf.com](mailto:basfbcsct@basf.com) or calling 1(800)433-9517. Use only as directed.

**For medical emergencies only,  
call ChemTrec® 1 (800) 424-9300.**

#### LIMITED WARRANTY NOTICE

BASF warrants this product to be free from manufacturing defects and to meet the technical properties on the current Technical Data Guide, if used as directed within shelf life. Satisfactory results depend not only on quality products but also upon many factors beyond our control. BASF MAKES NO OTHER WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ITS PRODUCTS. The sole and exclusive remedy of Purchaser for any claim concerning this product, including but not limited to, claims alleging breach of warranty, negligence, strict liability or otherwise, is the replacement of product or refund of the purchase price, at the sole option of BASF. Any claims concerning this product must be received in writing within one (1) year from the date of shipment and any claims not presented within that period are waived by Purchaser. BASF WILL NOT BE RESPONSIBLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOST PROFITS) OR PUNITIVE DAMAGES OF ANY KIND.

Purchaser must determine the suitability of the products for the intended use and assumes all risks and liabilities in connection therewith. This information and all further technical advice are based on BASF's present knowledge and experience. However, BASF assumes no liability for providing such information and advice including the extent to which such information and advice may relate to existing third party intellectual property rights, especially patent rights, nor shall any legal relationship be created by or arise from the provision of such information and advice. BASF reserves the right to make any changes according to technological progress or further developments. The Purchaser of the Product(s) must test the product(s) for suitability for the intended application and purpose before proceeding with a full application of the product(s). Performance of the product described herein should be verified by testing and carried out by qualified experts.

# FOR PAINTING FRAMES

<b>AEROSOL</b> • TRUSTED QUALITY SINCE 1921 • <b>RUST-OLEUM®</b> INDUSTRIAL — CHOICE. —	<b>TECHNICAL DATA</b> <b>RB1600 SYSTEM</b> <b>GREEN REBAR EPOXY</b>	<b>IC-03</b>
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## DESCRIPTION AND USES

Industrial Choice® Green Rebar Epoxy is a high performance epoxy ester aerosol coating designed specifically for the touch up of the rebar. Its fast dry formula protects against corrosion, prevents metal rust stains in concrete and meets the performance requirements of ASTM Standard D3963 (ASTM B117 Salt Fog and ASTM G20 Chloride Permeability).

## PRODUCTS

SKU	Description
261937	Green Rebar

## PACKAGING

16 fl. oz. container, 12 oz. fill weight

## PRODUCT APPLICATION

### SURFACE PREPARATION

**ALL SURFACES:** Remove all dirt, grease, oil, salt and chemical contaminants by washing the surface with Krud Kutter® Original Cleaner Degreaser, commercial detergent or other suitable cleaner. Rinse immediately and thoroughly and allow to fully dry. Thoroughly cured, hard or gloss previous coatings which are very smooth may require scuff sanding to maximize adhesion.

**STEEL:** Hand tool clean (SSPC-SP-2) or power tool clean (SSPC-SP-3) to remove loose rust, mill scale, and deteriorated previous coatings. For best results, use Industrial Choice Primer on sound rusted or clean metal before the application of the Green Rebar Epoxy.

## PRODUCT APPLICATION (cont.)

### APPLICATION

Use when temperature is above 50°F (10°C) and humidity is below 85% to ensure proper drying.

Surface temperature must be between 50°F and 100°F (10-38°C). Protect surrounding surfaces from overspray. Overspray can carry a significant distance. Shake can for one minute after mixing ball is heard. Hold can 10-14" from surface. Apply several light coats a few minutes apart to avoid drips and runs.

### DRY AND RECOAT TIMES

Dry times are based on 70°F (21°C) and 50% relative humidity. Allow more time in cooler temperatures. Green Rebar Epoxy dries to the touch in 15 minutes and can be recoated within 1 hour or after 24 hours.

### CLEAN-UP

Clean valve by spraying upright for 2-3 seconds after each use. Properly discard empty container. Do not burn or place in trash compactor. Empty container can be recycled.

### CLOGGING

If valve clogs, carefully remove spray tip and clean in thinner. **DO NOT** insert any object into can valve opening.

**TECHNICAL DATA**

**RB1600 SYSTEM GREEN REBAR EPOXY**

**PHYSICAL PROPERTIES**

		<b>GREEN REBAR</b>
<b>Resin Type</b>	Epoxy Ester	
<b>Pigment Type</b>	Titanium Dioxide, Iron Oxides	
<b>Solvents</b>	Acetone, Butyl Acetate, Xylene	
<b>MIR</b>	Maximum value of 0.95	
<b>Fill Weight</b>	12 ounces	
<b>Recommended Dry Film Thickness (DFT) Per Coat</b>	1.0-2.0 mils (25-50 $\mu$ )	
<b>Wet Film to Achieve DFT(unthinned material)</b>	4.0-5.0 mils (100-125 $\mu$ )	
<b>Practical Coverage at Recommended DFT (assumes 15% material loss)</b>	8-9 sq.ft./can	
<b>Dry Times at 70-80°F (21-27°C) and 50% Relative Humidity</b>	<b>Touch</b>	15 minutes
	<b>Recoat</b>	Within 1 hour or after 24 hours
<b>Dry Heat Resistance</b>	200°F (93°C)	
<b>Shelf Life</b>	5 years	
<b>Safety Information</b>	For additional information, see SDS	

Calculated values are shown and may vary slightly from the actual manufactured material.

The technical data and suggestions for use contained herein are correct to the best of our knowledge, and offered in good faith. The statements of this literature do not constitute a warranty, express, or implied, as to the performance of these products. As conditions and use of our materials are beyond our control, we can guarantee these products only to conform to our standards of quality, and our liability, if any, will be limited to replacement of defective materials. All technical information is subject to change without notice.



Regular Village Board meetings are held at 7:30 p.m., the first and third Mondays of each month in Council Chambers of Village Hall, 123 Madison St. When a regular meeting falls on a holiday, the meeting typically is held the following night. The Village Board also meets in special sessions, usually on the second and fourth Monday. However, dates and times of special meetings can vary and may change.

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File #: RES 23-54 Name:  
 Type: Resolution Status: Consent Agenda  
 In control: President and Board of Trustees  
 On agenda: 2/6/2023 Final action:  
 Title: A Resolution Approving an Independent Contractor Agreement with D Kersey Construction Co. for the Public Works Center Wash Bay Drainage Improvements Project in an Amount Not to Exceed \$141,120.00 and Authorizing its Execution  
 Attachments: [1. Resolution - 2023 PWC Wash Bay Improvements](#), [2. Independent Contractor Agreement - 2023 PWC Wash Bay Improvements](#), [3. Attachments - 2023 PWC Wash Bay Improvements](#)

History (0) Text

**Submitted By**  
 Rob Sproule, Public Works Director

**Reviewed By**  
 A.M. Zayyad

**Agenda Item Title**  
 A Resolution Approving an Independent Contractor Agreement with D Kersey Construction Co. for the Public Works Center Wash Bay Drainage Improvements Project in an Amount Not to Exceed \$141,120.00 and Authorizing its Execution

#### Overview

The existing wash bay plumbing system at the Public Works Center requires replacement in order to mitigate frequent flooding and floor drain blockage. The wash bay is used daily to clean Public Works vehicles and equipment. The current plumbing is insufficient and needs improvement.

#### Recommendation

Adopt the Resolution.

#### Background

The wash bay at the Public Works Center (PWC) is used on a daily basis to clean Public Works vehicles and equipment. The existing wash bay floor plumbing system is original to the building. Staff uses a pressure washer to wash vehicles and equipment and the existing floor drains frequently get clogged thereby flooding the wash bay floor. Standard floor drain rodding equipment is often used in an attempt to clear the drains but the rodding equipment is ineffective a majority of the time. Additionally, when the wash bay floor floods, water leaks down into the lower level shop and occupied office space creating unsanitary conditions.

This project includes the replacement of the existing drains and plumbing to alleviate the issues above. It also includes the replacement of two metal doorways in the wash bay that have become rusted and warped over time due to the frequent washing of vehicles in the area and the replacement of the concrete topping slab of the wash bay floor with a new water-proof membrane over the new concrete floor.

The Village issued a Request for Proposals (RFP) on December 14th, 2022, to replace the plumbing in the PWC wash bay. The RFP was advertised in the Wednesday Journal and was posted on the Village web page. The full scope of work associated with the Public Works Center wash bay drainage improvements is described in the Request for Proposals. A pre-bid meeting was held at the PWC on Wednesday, December 21st, 2022. A total of three contractors attended the pre-bid meeting. Proposals were due on Friday, January 13th, 2023. A total of two proposals were received.

D Kersey Construction Co. submitted the most favorable proposal and staff recommends the Village Board approves the Independent Contractor Agreement with D Kersey Construction Co. to perform this work. If approved, the total not to exceed amount for the contract

would be \$141,120.00 (\$134,400.00 proposal cost plus \$6,720.00 as a 5% contingency for unforeseen conditions).

**Fiscal Impact**

The Fiscal Year 2023 CIP Building Improvement Fund Budget includes \$175,000.00 in account no. 3012-43790-101-540673 for upgrading the Public Works Center wash bay drainage. If approved, the total cost to replace the Public Works Center wash bay drainage system would not exceed \$141,120.00.

**DEI Impact**

N/A.

**Alternatives**

The Board can delay action to gain additional information.

**Previous Board Action**

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

**Citizen Advisory Commission Action**

N/A.

**Anticipated Future Actions/Commitments**

N/A.

**Intergovernmental Cooperation Opportunities**

N/A.



# ORIGINAL

## RESOLUTION

**A RESOLUTION APPROVING AN INDEPENDENT CONTRACTOR AGREEMENT WITH D KERSEY CONSTRUCTION CO. FOR THE PUBLIC WORKS CENTER WASH BAY DRAINAGE IMPROVEMENTS PROJECT IN AN AMOUNT NOT TO EXCEED \$141,120.00 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 D Kersey Construction Co. to replace the Public Works Center wash bay plumbing system is approved for an amount not to exceed \$141,120.00 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 6<sup>th</sup> day of February, 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 Taglia	✓			
Trustee Wesley	✓			

**APPROVED** this 6<sup>th</sup> day of February, 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 6 day of February, 2023, by and between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter referred to as the "Village"), and D Kersey Construction Co., an Illinois corporation (hereinafter referred to as the "Contractor").

WHEREAS, the Contractor submitted a proposal dated January 13, 2023, a copy of which is attached hereto and incorporated herein by reference, to replace the plumbing system for the Public Works Center wash bay (hereinafter referred to as the "Work") pursuant to the Village's Request for Proposals dated December 14, 2022, 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, 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

Contractor shall perform the Work in accordance with its proposal for a price not to exceed \$141,120.00 ("Contract Price"). Contractor shall complete the Work in accordance with any applicable manufacturers' warranties and in accordance with the Village's Request for Bids, the Contractor's Bid 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 May 31, 2023 ("Contract Time"). The Contract Time is of the essence. In the event the Contractor fails to complete any or all portions of the Project pursuant to the Contract Documents in a timely fashion, 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 Work 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**

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 Work Director of the 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 May 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 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**

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, 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 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. 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

Contractor shall at 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. 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

(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**

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 Street  
Oak Park, Illinois 60302-4272  
Email: [villagemanager@oak-park.us](mailto:villagemanager@oak-park.us)

To Contractor:

Douglas L. Kersey, President  
D Kersey Construction Co.  
4130 Timberlane Drive  
Northbrook, Illinois 60062  
Email: [doug@dkersey.com](mailto:doug@dkersey.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. 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.

**26. 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.

**27. 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.

**[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 dates set forth below.

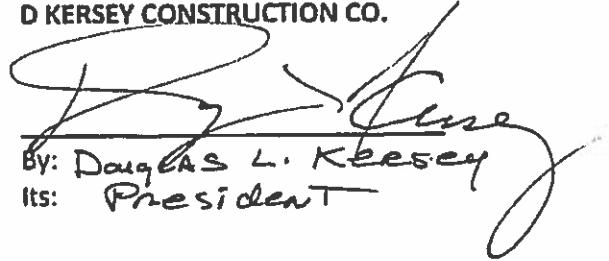
VILLAGE OF OAK PARK



By: Kevin J. Jackson  
Its: Village Manager

Date: Feb 7, 2023

D KERSEY CONSTRUCTION CO.



By: Douglas L. Kersey  
Its: President

Date: Feb 14, 2023

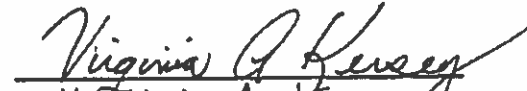
ATTEST:



By: Christina M. Waters  
Its: Village Clerk

Date: 2/10, 2023

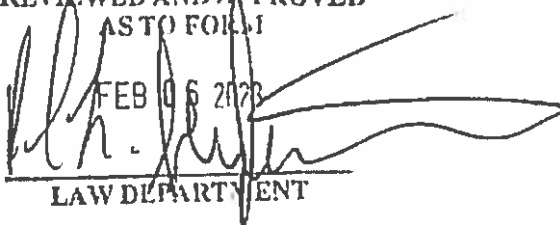
ATTEST:



By: Virginia A. Kersey  
Its: Asst Secretary

Date: Feb 14, 2023

REVIEWED AND APPROVED  
AS TO FORM



FEB 06 2023  
LAW DEPARTMENT

Village of Oak Park  
Capital Improvement Program  
2023 - 2027

Project: Public Works Center Wash Bay Floor Drain Upgrades Category: Build rig improvements

Priority Code: A

Description:  
This project involves improving the Public Works Center wash bay floor drains.

Justification:  
The current floor drain system in the Public Works Center wash bay is not sufficient in size and capacity to properly drain the wash bay floor. The wash bay is used on a daily basis and the floor drains frequently become clogged with debris. Also, water often leaks into the occupied space (Water & Sewer Supervisor's office) beneath the wash bay in the lower level when the wash bay floor gets flooded.

Current Status:  
A new traffic coating membrane was installed on the wash bay floor in 2017 which has mitigated the water leaks below the floor. However, the drains continue to back up often. Work was planned for 2021 but was delayed due to COVID-19. Work planned for 2022 would include engineering work for design (\$19,500). Work planned for 2023 would include installation of new drainage system, as well as new piping and concrete. Estimated costs for design work in 2022 are \$17,000. The balance (\$2,500) would be carried over into 2023 for additional engineering support during construction (for reviewing submittals, answering RFIs, and two site visits).

Funding Sources	Account Number	Actuals		Amended Budget		Year End Estimate			Recommended Budget			
		FY 2020	FY 2021	FY 2022	FY 2022	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	
Transfer from CIP Fund 43095	3012.41300-101.491495			20,000	20,000	20,000	17,000	175,000				
<b>Total:</b>				20,000	20,000	20,000	17,000	175,000				
Expenditures												
Design	3012.43790-101.540673			20,000	20,000	20,000	17,000	2,500				
Construction	3012.43790-101.540673							172,500				
<b>Total:</b>				20,000	20,000	20,000	17,000	175,000				

**Bid Summary for Village of Oak Park Public Works Center Wash Bay Drainage Improvements  
1/13/2023**

<b>Company</b>	<b>M/D/WBE</b>	<b>Total Cost</b>
D. Kersey Construction	No	\$ 134,400.00
Tandem Construction	No	\$ 148,000.00

cyberdriveillinois.com is now ilsos.gov



Office of the Secretary of State Jesse White  
**ilsos.gov**

## Corporation/LLC Search/Certificate of Good Standing

### Corporation File Detail Report

File Number      68173388  
Entity Name      D KERSEY CONSTRUCTION CO.  
Status  
ACTIVE

#### Entity Information

Entity Type  
CORPORATION

Type of Corp  
DOMESTIC BCA

Incorporation Date (Domestic)  
Friday, 20 January 2012

State  
ILLINOIS

Duration Date  
PERPETUAL

#### Agent Information

Name



**DOUGLAS L KERSEY**

**Address**

4130 TIMBERLANE DR  
NORTHBROOK , IL 60062

**Change Date**

Friday, 20 January 2012

**Annual Report**

**Filing Date**

Thursday, 1 December 2022

**For Year**

2023

**Officers**

**President**

**Name & Address**

DOUGLAS L KERSEY 4130 TIMBERLANE DR NORTHBROOK 60062

**Secretary**

**Name & Address**

BRIAN D KERSEY 33 N GRACE PARK RIDGE IL 60068

[Return to Search](#)

[File Annual Report](#)

[Adopting Assumed Name](#)

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

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

(One Certificate per Transaction)

**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 Proposal: \$ 134,400<sup>00</sup>

*If proposing any alternates based on anything that could potentially be improved on, please list below along with alternate cost.*

List Alternates (if any) or include as separate attachment:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Alternate(s) Cost: \$ \_\_\_\_\_

24-Hour Emergency Call-back Number:

(847 ) 847-564-3193

Printed Name: Douglas L. Kersey

Proposal Signature: \_\_\_\_\_

State of Illinois ) County of Cook

Douglas L. Kersey - President

(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: January / 13 / 2023  
~~2022~~

Organization Name  
(Seal - If Corporation)

By:

Authorized Signature

4130 Timberlane Drive, Northbrook, IL 60062

Address

Telephone: 847-919-4980

Subscribed and sworn to before me this 13th day of January 2023  
2022

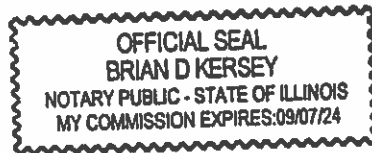
in the State of ILLINOIS. My

Commission

Notary Public

7

Expires on 9 / 24 / 2024



Complete Applicable Paragraph Below

(a) Corporation

The contractor is a corporation, which operates under the legal name of  
D Kersey Construction Co. and is organized and existing under the laws of the State of  
Illinois. The full names of its Officers are:

President Douglas L. Kersey

Secretary Brian D . Kersey

Treasurer Brian D . Kersey

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

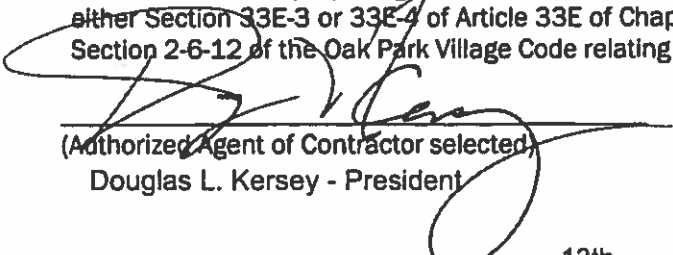
In compliance with the above, the undersigned offers and agrees, if his/her proposal is accepted within ninety (90) calendar days from date of opening, to furnish any or all of the items upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time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

**MUNICIPAL QUALIFICATION REFERENCE SHEET**

<b><u>MUNICIPALITY</u></b>	<b>SEE ATTACHED REFERENCES</b>
<b><u>ADDRESS</u></b>	
<b><u>CONTACT</u></b>	
<b><u>PHONE</u></b>	
<b><u>WORK PERFORMED</u></b>	
<b><u>MUNICIPALITY</u></b>	
<b><u>ADDRESS</u></b>	
<b><u>CONTACT</u></b>	
<b><u>PHONE</u></b>	
<b><u>WORK PERFORMED</u></b>	
<b><u>MUNICIPALITY</u></b>	
<b><u>ADDRESS</u></b>	
<b><u>CONTACT</u></b>	
<b><u>PHONE</u></b>	
<b><u>WORK PERFORMED</u></b>	

**SECTION V**  
**CONTRACTOR CERTIFICATION**

D Kersey Construction Co. 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)  
Douglas L. Kersey - President

Subscribed and sworn to before me this 13th day of January 2023, ~~2022~~.

  
\_\_\_\_\_  
Notary Public's Signature

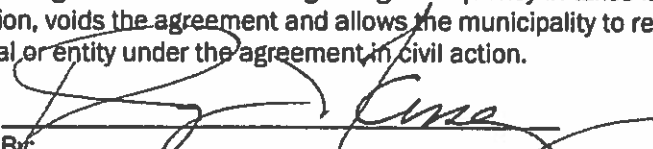
- Notary Public Seal -



**SECTION VI  
TAX COMPLIANCE AFFIDAVIT**

Douglas L. Kersey  
\_\_\_\_\_, being first duly sworn, deposes and  
says:  
that he/she is President \_\_\_\_\_ of  
(partner, officer, owner, etc.)  
D Kersey Construction Co.  
(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: President  
Douglas L. Kersey  
(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 13th day of January 2023, ~~2022~~.

  
\_\_\_\_\_  
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 D Kersey Construction Co. and is organized and existing in good standing under the laws of the State of Illinois. The full names of its officers are:

President Douglas L. Kersey

Secretary Brian D . Kersey

Treasurer Brian D . Kersey

Registered Agent Name and Address: 4130 Timberlane Drive, Northbrook, IL 60062

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



**SECTION VIII  
PROPOSAL BOND**

*Bid Bond  
Separated*

WE \_\_\_\_\_  
as PRINCIPAL, and \_\_\_\_\_  
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 \_\_\_\_\_ day of  
\_\_\_\_\_ A.D. 2022.

PRINCIPAL

\_\_\_\_\_  
(Company Name) \_\_\_\_\_  
(Company Name)

By: \_\_\_\_\_ 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  
\_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public

**NAME OF SURETY**

By: \_\_\_\_\_  
Signature of Attorney-in-Fact

subscribed to and sworn before me on the  
\_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
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 \_\_\_\_\_, 2022.

**NAME OF PRINCIPAL**

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Printed Name

Its: \_\_\_\_\_  
Title

Subscribed to and Sworn before me on the  
\_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public

**NAME OF SURETY**

By: \_\_\_\_\_  
Signature of Attorney-in-Fact

Subscribed to and Sworn before me on the  
\_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public

**SECTION X  
COMPLIANCE AFFIDAVIT**

I, Douglas L. Kersey, (print name) being first duly sworn on oath depose and state:

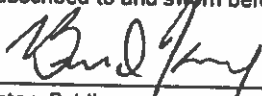
1. I am the (title) President of the proposing company and am authorized to make the statements contained in this affidavit on behalf of the company;
2. I have examined and carefully prepared this Proposal based on the request and have verified the facts contained in the Proposal in detail before submitting 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 affiliates<sup>1</sup> 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 2-6-1.2 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: 

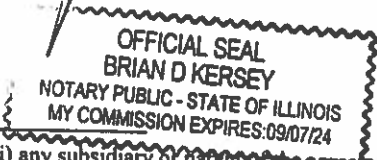
Name and address of Business: D Kersey Construction Co., 4130 Timberlane Drive, Northbrook, IL 60062

Telephone 847-919-4980 E-Mail info@dkersey.com

Subscribed to and sworn before me this 13th day of January 2023, ~~2022~~

  
Notary Public

- Notary Public Seal -



<sup>1</sup> 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.

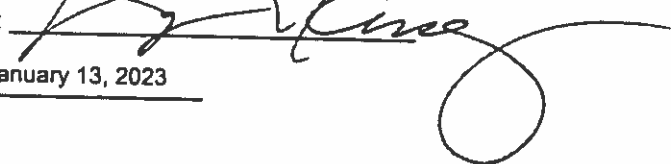
**SECTION XI**  
**M/W/DBE STATUS AND EEO REPORT**

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: D Kersey Construction Co.
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?
- 4 Number of full-time employees
- 0 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: January 13, 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 D Kersey Construction Co.  
 Total Employees 4

Job Category	Total # of Empl.	Males							Females				Total Minorities
		Total Males	Total Females	Black	Hispanic	American Indian	Alaskan Native	Asian & Pacific Islander	Hispanic	American Indian	Alaskan Native	Asian & Pacific Islander	
Officials & Managers	2	2	0	0	0	0	0	0	0	0	0	0	0
Professionals	2	2	0	0	0	0	0	0	0	0	0	0	0
Technicians	0	0	0	0	0	0	0	0	0	0	0	0	0
Sales Workers	0	0	0	0	0	0	0	0	0	0	0	0	0
Office & Clerical	0	0	0	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	0	0	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	0	0	0	0	0	0	0	0	0	0	0	0	0

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.

Douglas L. Kersey, being first duly sworn, deposes and says that he/she is the President

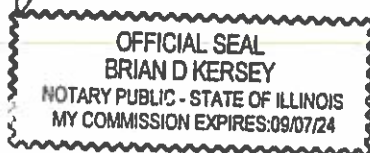
(Name of Person Making Affidavit)  
 (Title or Officer)

of D Kersey Construction Co. 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 13th day of January, 2023, 2022.

Brian D. Kersey  
 (Signature)

January 13, 2023  
 (Date)





4130 Timberlane Drive  
Northbrook, IL 60062  
847-919-4980 Office  
847-656-5002 Fax  
info@dkersey.com

## WORK EXPERIENCE AND REFERENCES

### Work Under Contract/In Progress – as of December 28, 2022

#### Berwyn Recreation Department – Toilet Room Remodeling

Remodeling of 4 toilet rooms at city recreation center. Includes replacement of plumbing fixtures, masonry patching, new toilet partitions. Toilet accessories, resinous flooring, and painting.

Address: 6501 W. 31<sup>st</sup> St., Berwyn, IL 60402

Owner: City of Berwyn

Owner's Rep: Thomas Brandstedt, Novotny Engineering, 630-887-8640, [tbrandstedt@novotnyengineering.com](mailto:tbrandstedt@novotnyengineering.com)

Architect: Lukasik & Associates, LTD., Rick Lukasik – 708-785-4107 – [r.lukasik@lukasikassociates.com](mailto:r.lukasik@lukasikassociates.com)

Contract Amount: \$ 163,822.00

Scheduled Start: December 8, 2022

Scheduled Completion: February 10, 2022

Percent Complete: 15%

#### Laramie Pump Station Improvements

Painting, Flooring and Boiler Replacement

Address: 957 Laramie Ave., Glenview, IL 60025

Owner: Village of Glenview, Jake Kohler, [jkohler@glenview.us](mailto:jkohler@glenview.us)

Architect: Kluber, Inc. – Chris Hansen, 630-406-1213, [chanson@kluberinc.com](mailto:chanson@kluberinc.com)

Contract Amount: \$ 89,567.00

Schedule: September 12 – December 7, 2022

Percent Complete: 100% - In Closeout

#### General Work at Multiple Sites – West Chicago S.D. 33

Structural steel, Masonry, Casework, Painting and Acoustical Ceiling work associated with Mechanical Upgrades at eight schools in the District.

Address: Multiple locations in West Chicago, IL

Owner: West Chicago S.D. 33, 312 E. Forest Avenue, West Chicago, IL 60185

Owner Representative: Fred Cadena, 630-669-9591 – [cadena@wego33.org](mailto:cadena@wego33.org)

Architect: Arcon Associates, Inc. Craig Podalak – 708-638-3337 – [cepodalak@arconassoc.com](mailto:cepodalak@arconassoc.com)

Original Contract Amount: \$699,900.00

Schedule: June 13, 2022 – August 15, 2022

Percent Complete: 100% Awaiting Closeout / Work delayed until 2023 due to equipment delays

#### Science Lab Remodeling at Harold L. Richards H.S.

Remodel of three science classrooms including, ACT, Flooring, Doors, Casework, Painting and MEP systems.

Address: 10601 S. Central Avenue, Oak Lawn, IL 60453

Owner: Community High School District 218, 10701 S. Kilpatrick Ave., Oak Lawn, IL 60453

Owner's Representative: Roger Ford, 708-424-2000 X2551 – [Rodge.Ford@CHSD218.org](mailto:Rodge.Ford@CHSD218.org)

Architect: DLA Architects, Ltd. – Rich Kocek, 847-742-4063 – [r.kocek@dla-ltd.com](mailto:r.kocek@dla-ltd.com)

Original Contract Amount: 1,081,793.00

Schedule: May 30, 2022 – August 12, 2022

Percent Complete: 100% - Preparing Final Closeout

COMMERCIAL

INDUSTRIAL

INSTITUTIONAL



2021 Capital Improvements – Lincoln ES – Additional Scope – BP3 Concrete

Furnish & Install self leveling concrete topping in Gymnasium

Address: 3545 S. 61<sup>st</sup> Avenue, Cicero, IL 60804

Owner: Cicero School District 99

Owners Rep./ Construction Manager: Vision Construction & Consulting, Inc.

Contact: Matther Brokenshire – [matt@visionconstruction.us](mailto:matt@visionconstruction.us) - 517-749-5432

Architect: FGM Architects, 1211 W. 22<sup>nd</sup> Street, Suite 700, Oak Brook, IL 60523

Original Contract Amount: \$129,450.00

Final Contract Amount: \$120,450.00

Schedule: 12/1/21 through 12/17/21

Substantial and Final Completion: 12/17/21

D Kersey Percentage of Contract: 24%

Wohlens Hall Portico Rehabilitation

Masonry Restoration, Roofing, concrete repair, steel handrails and painting of a portico structure

Address: 733 N. Prospect Ave, Park Ridge, IL 60068

Owner: Park Ridge Park District

Owner's Rep: Jennifer Meunier, 847.292.1258, [jmeunier@prparks.org](mailto:jmeunier@prparks.org)

Architect: FGM Architects, Inc. – Maggie Krieger 630-368-8318 [MaggieK@fgmarchitects.com](mailto:MaggieK@fgmarchitects.com)

Original Contract Amount: \$81,144.00

Final Contract Amount: \$109,497.00 (Contract increased due to added scope)

Schedule: August 30, 2021-October 22, 2021

Actual Completion: 10/22/21

D Kersey Percentage of Contract: 17%

2021 Summer Work - Lake Forest High School East and West Campuses

Installation of TMVs and RPZ throughout buildings, replacement of concrete stairs and rails, installation of new

exhaust fans and associated ductwork and installation of new fire alarm devices

Addresses: 300 S. Waukegan Road and 1285 McKinley Road, Lake Forest, IL 60045

Owner: Lake Forest High School District 115

Owner's Rep: Dan Morton – Director of Building and Grounds – 847-604-7441 – [dmortensen@lfschools.net](mailto:dmortensen@lfschools.net)

Architect: Perkins & Will – Rick Young – 312-755-4757 – [rick.young@perkinswill.com](mailto:rick.young@perkinswill.com)

Contract Amount: \$525,315.00

Final Contract Amount: \$529,917.00

Original Schedule, June 7, 2021 – August 2, 2021 – Portion of Work Delayed due to material procurement.

Remainder of contract completed over Christmas Break.

Substantial Completion: 1/3/21

Final Completion: 4/1/21

D Kersey Percentage of Contract: 22%

Elevator Repairs at Haven Middle School and Dr. MLK Jr. Literary & Fine Arts School

Elevator repair and upgrades

Addresses: 2417 Prairie Avenue and 2424 Lake Street, Evanston, IL 60201

Owner: Evanston/Skokle School District 65 – 1500 McDaniel Ave., Evanston, IL 60201

Owners Rep: Ron Don Stevenson, 847-875-4126, [stevensonrd@district65.net](mailto:stevensonrd@district65.net)

Architect: Arcon Associates, Anthony Tremonte, 630-495-1900 X709, [ARTremonte@arconassoc.com](mailto:ARTremonte@arconassoc.com)

Original Contract Amount: \$169,900.00

Final Contract Amount: \$199,196.00

Actual Start: 2/10/2021

Scheduled Completion: 5/15/21

Actual Completion: 7/23/21 – (Delays in material)

D Kersey Percentage of Contract - \$24%

#### Renovation and Improvements 2020

Miscellaneous renovations at five schools

Owner: Barrington Community Unit School District 220, Nicole Satera, Director of Facilities 847-842-3282  
[nsatera@barrington220.org](mailto:nsatera@barrington220.org)

Architect: Cashman Stahler – Greg Stahler – 630-889-8800 X2500, [gstahler@cashmanstahler.com](mailto:gstahler@cashmanstahler.com)

Original Contract Amount: \$541,400.00

Final Contract Amount: \$ 540,812.00

Schedule: June 8, 2020-August 10, 2020

Actual Start: June 1, 2020

Actual Completion: August 14, 2020

D Kersey Percentage of Contract: 17%

#### Oak Lawn High School – Entrance Renovation

Replacement of entrance doors/Concrete at student drop off area

9400 Southwest Highway, Oak Lawn, IL

Owner: Oak Lawn Community High School District 229, Joseph McCurdy, 708-741-5603 [jmccurdy@olchs.org](mailto:jmccurdy@olchs.org)

Architect: STR Partners LLC – Paul Brock – 312-242-4165 - [pbrock@strpartners.com](mailto:pbrock@strpartners.com)

Original Contract Amount: \$ 223,500.00

Final Contract Amount: \$ 219,341.00

Schedule: July 6 thru August 31, 2020

Actual Start: July 6, 2020

Actual Completion: September 17, 2020 (Manufacturer made 4 doors wrong causing completion delay)

D Kersey Percentage of Contract: 13%

#### First Presbyterian Church Sump Pump Project

Installation of two new heavy-duty sump pumps and pits to manage storewater infiltration

219 W. Maple Avenue, Libertyville, IL 60048

Owner's Representative: Dave Clavey, Facilities Manager, 224-207-7587, [dclavey@boxp.net](mailto:dclavey@boxp.net)

Engineer: 20/10 Engineering Group, LLC – Ken Kowols, 847-882-2010, [ken@2010engineering.com](mailto:ken@2010engineering.com)

Contract Amount \$ 93,170.00

Final Contract Amount: \$ 99,348.00 (Added costs associated with unforeseen conditions)

Schedule: August 19- October 15, 2020.

Actual Start: August 19, 2020

Actual Completion: October 15, 2020

D Kersey Percentage of Contract: 38%

## 2019

#### Evanston Skokie School District 65

2018 Maintenance and Repair Work throughout 17 schools in district

Admin. Address: 1500 McDaniel Ave., Evanston, IL 60201

Owner: Evanston/Skokie S.D. 65 Don Stevenson, 847-875-4126, [stevenson@district65.net](mailto:stevenson@district65.net)

Architect: N/A – Design and Build

2019 Work Amount: \$503,405.00

Start Date: 1/1/2019

Final Completion Date: 12/31/2019

D Kersey Percentage of Contract: 40%

#### 2019 Sprinkler Head Replacement at Emerson Middle School

Replacement of all sprinkler heads in the building

1001 S. Fairview Ave., Park Ridge, IL 60068

Owner: Park Ridge – Niles School District 64 – 164 S. Prospect Ave., Park Ridge, IL 60068

Owners Rep: Ron DeGeorge, [rdegeorge@d64.org](mailto:rdegeorge@d64.org)

Architect: StudioGC, Inc. – Rick Petricek, 847-276-1775, [r.petricek@studiogc.com](mailto:r.petricek@studiogc.com)

Contract Amount: \$94,667.00

Scheduled Start: 7/22/2019

Scheduled Substantial Completion: 8/15/2019

Actual Substantial Completion: 8/12/2019

D Kersey Percentage of Contract: 26%

COMMERCIAL

INDUSTRIAL

INSTITUTIONAL

2018 Alterations and Life Safety - Maywood – Melrose Park – Broadview S.D. 89

Stair Tower Addition, Window Replacement, Masonry Restoration, new concrete ramp, and various life safety upgrades at four schools.

Administration Address: 906 Walton Street, Melrose Park, IL 60160

Owners Rep: Clarence Thomas – Dir. B&G – 708-660-0202 /John Lullo – Asst. Dir. of B & G – 708-906-7380

Architect: StudioGC, Inc. – Liberty Turner, 312-253-3431, [l.turner@studiogc.com](mailto:l.turner@studiogc.com)

Contract Amount: \$1,065,453.00

Final Contract Amount: \$1,068,397.00 (Increased due to owner requested changes)

Scheduled Start: 4/1/2018

Scheduled Substantial Completion: 8/15/2018

Actual Substantial Completion: 8/24/2018

D Kersey Percentage of Contract: 16%

2018 Classroom Renovations at Fairview South School

Remodel three classrooms including MEP systems

7040 Laramie Ave., Skokie, IL 60077

Owner: Fairview School District 72, Jeff Feyerer, Business Manager 847-929-1048

Architect: GreenAssociates, Aaron Woessner - 847-317-0852 [awoessner@greenassociates.com](mailto:awoessner@greenassociates.com)

Contract Amount: \$560,500.00

Final Contract Amount: \$ 560,233.00

Scheduled Start: June 7, 2018

Scheduled and Actual Substantial Completion: August 6, 2018

Final Completion: September 20, 2018

D Kersey Percentage of Contract 17%

Special Education Toilet Upgrade at Irving Middle School

Upgrade small toilet rooms to larger special needs toilet room

Owner: Maywood-Melrose Park-Broadview S.D. 89 906 Walton Street, Melrose Park, IL 60160

Owners Rep: John Lullo – Asst. Dir. of Buildings & Grounds – 708-906-7380

Architect: StudioGC, Inc. – Liberty Turner, 312-253-3431, [l.turner@studiogc.com](mailto:l.turner@studiogc.com)

Original Contract Amount: \$ 77,055.00

Final Contract Amount: \$ 74,970.00

Start: 6/7/2018

Scheduled Substantial Completion: 8/15/2018 / Actual Substantial Completion: 8/24/2018

Final Completion: 10/22/2018

D Kersey Percentage of Contract: 27%

CNA CLASSROOM RENOVATION

Interior Renovation of Classroom at Barrington High School, 616 West Main Street, Barrington, IL 60010

Managed larger trades contracted directly by the District. Total project scope roughly \$400,000.

Owner: Barrington Community Unit School District 220

Architect: Cashman Stahler – Greg Stahler – 630-889-8800 X2500, [gstahler@cashmanstahler.com](mailto:gstahler@cashmanstahler.com)

Contract Amount: \$91,599.00

Substantial Completion Date: August 23, 2018 (Actual and Contract)

Final Completion Date: September 28, 2018

D Kersey Percentage of Contract: 60%

2018 Plumbing Replacement at Roosevelt Elementary School

Replacement of Galvanized Domestic Water piping throughout school

1001 S. Fairview Ave., Park Ridge, IL 60068

Owner: Park Ridge – Niles School District 64 – 164 S. Prospect Ave., Park Ridge, IL 60068

Owners Rep: Ron DeGeorge, [rdegeorge@d64.org](mailto:rdegeorge@d64.org)

Architect: StudioGC, Inc. – Rick Petricek, 847-276-1775, [r.petricek@studiogc.com](mailto:r.petricek@studiogc.com)

Contract Amount: \$261,623.00

Final Contract Amount: \$241,281.00

Scheduled Start: 6/2/2018

Scheduled Substantial Completion: 7/29/2018

Actual Substantial Completion: 8/20/2018

Final Completion: October 22, 2018

D Kersey Percentage of Contract: 27%

Fire Escape Removal at Wharton Elementary School

Masonry and Interior repairs following removal of two existing fire escapes  
7555 W. 64<sup>th</sup> Street, Summit, Illinois 60501  
Owner: Cook County School District 104, Don Dames 708-458-0505, [ddames@sd104.us](mailto:ddames@sd104.us)  
Architect: N/A  
Contract Amount: \$ 44,606.00  
Scheduled Start: July 10, 2017  
Scheduled and Actual Completion: August 4, 2017  
D Kersey Percentage of Contract: 20%

Carol Stream Public Works Column Repair

Repair of steel columns at Public Works garage.  
124 Gerzevske Lane, Carol Stream, IL 60188  
Owner: Village of Carol Stream – Phil Modaff – Public Works Director - 630-871-6260, [pmodaff@carolstream.org](mailto:pmodaff@carolstream.org)  
Engineer: K2N Crest – Jared D'Amico (630) 990-9595 [jareddamico@k2n.com](mailto:jareddamico@k2n.com)  
Contract Amount: \$57,648.00  
Final Contract Amount: \$ 57,407.00  
Scheduled Start: October 12, 2016  
Scheduled Completion: November 30 ,2016  
Substantial Completion: November 7, 2016  
Final Completion: January 6, 2017  
D Kersey Percentage of Contract: 20%

Village of Wilmette – Village Hall Door Replacement

Replacement of manual entrance doors with automatic doors.  
1200 Wilmette Avenue, Wilmette, IL 60091  
Owner Representative: John Ramaker – 847-853-7624, [ramakerj@wilmette.com](mailto:ramakerj@wilmette.com)  
Architect: Design/Build  
Contract Amount: \$ 72,960.00  
Substantial Completion Date: 10/10/2016  
D Kersey Percentage of Contract: 20%

## 2016

2016 Capital Improvements at Oak Park & River Forest High School

Renovation and improvement work throughout school including demolition, masonry, structural steel, drywall, plastering, acoustical ceilings, casework, roofing and floor finishes  
201 North Scoville Ave. Oak Park, IL 60302  
Subcontract to Mechanical Prime Contractor - C. Acitelli Heating & Piping Contractors Inc.  
Charlie Acitelli – 630-832-4645, [cacitelli@acitelli.com](mailto:cacitelli@acitelli.com)  
Owner: OPRF H.S. Dist. 200, Jeff Bergmann, Dir. of Buildings and Grounds, 630-529-5554, [jbergmann@oprhs.org](mailto:jbergmann@oprhs.org)  
Architect: Legat Architects – Rob Wroble and Brian Campbell – 630-990-3535, [rwroble@leget.com](mailto:rwroble@leget.com)  
Subcontract Amount - \$ 449,947.00  
Scheduled Start: May 2016  
Substantial Completion Date: July 29, 2016  
D Kersey Percentage of Contract: 20%

S.D. 15 - 2016 Summer Life Safety Work – Package 6C

Lincoln Elementary School – 1021 Ridewood Lane, Palatine, IL 60067  
Walter R. Sundling Junior High School – 1100 N. Smith Street, Palatine, IL 60067  
Owner: Community Consolidated School District 15 – 580 North First Bank Drive, Palatine, IL 60067  
Construction Manager: Gilbane Building Co. – Ernest Spina [espina@gilbaneco.com](mailto:espina@gilbaneco.com) 847- 812-4004  
Original Contract Amount: \$ 1,008,433.00  
Anticipated Final Contract Amount: \$ 869,598.47  
Scheduled Start: June 13, 2016  
Substantial Completion Date: July 29, 2016  
D Kersey Percentage of Contract: 20%

Sewer Replacement Work at Wharton Elementary School

## 2014

### Tech Lab Renovation 2014

Interior Renovation of Tech Classrooms at 2 schools

Barrington Middle School- Prairie Campus - 40 W Dundee Rd, Barrington, IL 60010

Barrington Middle School Station Campus - 215 S Eastern Ave, Barrington, IL 60010

Owner: Barrington Community Unit School District 220

Architect: Cashman Stahler – Greg Stahler – 630-889-8800 X2500, [gstahler@cashmanstahler.com](mailto:gstahler@cashmanstahler.com)

Original Contract Amount: \$400,260.00

Final Contract Amount: \$397,610.00

Substantial Completion Date: August 8, 2014 (Actual and Contract)

Final Completion Date: August 29, 2014 (Actual and Contract)

D Kersey Percentage of Contract: 20%

## 2013

### Remodeling of Medical Center

Sitework and exterior improvements, including new children's playground, fence, lawn areas, concrete work, curbs, ramps, walkways, steps, railings, extension of roof structure and flagpole.

Address: Stickney Medical Center North Facility, 6721 W. 40<sup>th</sup> St., Stickney, IL 60402

Owner: Town of Stickney, Don Hantson, Dir. of Buildings and Grounds, 708-932-8897

Architect: Frega Architects - Rudy Cuasay – 312-663-0640

Original Contract Amount: \$355,000.00

Final Contract Amount: \$378,493.52

Substantial Completion Date: August 1, 2013 (Actual and Contract)

Final Completion Date: August 15, 2013 (Actual and Contract)

D Kersey Percentage of Contract: 20%

### Installation of Curtain Walls – Sleepy Hollow, Neubert and Hampshire Elementary Schools

Furnish and install new curtain wall entrances.

Admin Address: 300 Cleveland Ave, Carpentersville, IL 60110

Owner: Comm. Unit School District 300, Bruce Batt, Dir. of Buildings and Grounds 847-551-8369,

[Bruce.Batt@d300.org](mailto:Bruce.Batt@d300.org)

Architect: N/A – Design Build

Original Contract Amount: \$70,020.00

Final Contract Amount: \$70,020.00

Substantial Completion Date: August 1, 2013 (Actual and Contract)

Final Completion Date: August 15, 2013 (Actual and Contract)

D Kersey Percentage of Contract: 20%

# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

D Kersey Construction Co.  
4130 Timberlane Drive  
Northbrook, IL 60062

### SURETY:

(Name, legal status and principal place of business)

Harco National Insurance Company  
4200 Six Forks Road, Suite 1400  
Raleigh, NC 27609  
Mailing Address for Notices  
same as above

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

### OWNER:

(Name, legal status and address)

Village of Oak Park  
201 South Boulevard  
Oak Park, IL 60302

**BOND AMOUNT:** \$ 10% Ten Percent of Amount Bid

### PROJECT:

(Name, location or address, and Project number, if any)

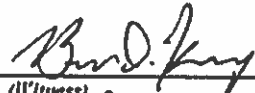
Public Works Center Wash Bay Drainage Improvements

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.




If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be considered as a statutory bond and not as a common law bond.

Signed and sealed this 13th day of January, 2023

  
\_\_\_\_\_  
(In Witness) Brian D. Kersey

  
\_\_\_\_\_  
(In Witness) Karen E Socha

  
\_\_\_\_\_  
(Principal) Brian D. Kersey (Seal)  
By:   
\_\_\_\_\_  
(Title) Douglas L. Kersey, President  
Harco National Insurance Company  
(Surety) \_\_\_\_\_ (Seal)  
By:   
\_\_\_\_\_  
(Title) Jodie Sellers Attorney-in-Fact



State of Illinois

County of Cook

**SURETY ACKNOWLEDGEMENT (ATTORNEY-IN-FACT)**

I, Donna Irigoyen Notary Public of Cook County, in the State of Illinois,

do hereby certify that Jodie Sellers Attorney-in-Fact, of the Harco National Insurance

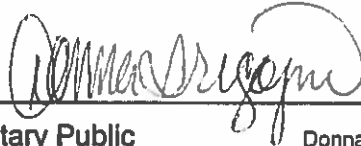
Company who is personally known to me to be the same person whose

name is subscribed to the foregoing instrument, appeared before me this day in person, and

acknowledged that she signed, sealed and delivered said instrument, for and on behalf of the

Harco National Insurance Company for the uses and purposes therein set forth.

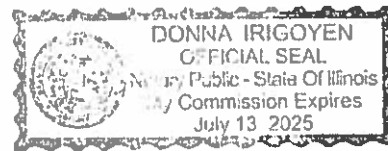
Given under my hand and notarial seal at my office in the City of Rolling Meadows in  
said County, this 13th day of January, 2023.



Notary Public

Donna Irigoyen

My Commission expires: July 13, 2025



**POWER OF ATTORNEY  
HARCO NATIONAL INSURANCE COMPANY  
INTERNATIONAL FIDELITY INSURANCE COMPANY**

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

Bond # Bid Bond  
Principal D Kersey Construction Co.  
Obligee Village of Oak Park

KNOW ALL MEN BY THESE PRESENTS: That HARCO NATIONAL INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, and INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

Jodie Sellers

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of HARCO NATIONAL INSURANCE COMPANY at a meeting held on the 13th day of December, 2018.

\*RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed.\*

IN WITNESS WHEREOF, HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY have each executed and attested these presents on this 31st day of December, 2021.



STATE OF NEW JERSEY  
County of Essex

Kenneth Chapman  
Executive Vice President, Harco National Insurance Company  
and International Fidelity Insurance Company

STATE OF ILLINOIS  
County of Cook



On this 31st day of December, 2021, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey  
My Commission Expires April 4, 2023

**CERTIFICATION**

I, the undersigned officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 13th day of January, 2023

Irene Martins, Assistant Secretary



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**REQUEST FOR PROPOSALS**  
**INSTRUCTIONS AND SPECIFICATIONS FOR:**

**Village of Oak Park Public Works Center Wash Bay Drainage Improvements**  
**Proposal Number: 22-134**  
**Issuance Date: 12/14/2022**

The Village of Oak Park will receive proposals from qualified contractors to install a new drainage system for the vehicle wash bay at the Public Works Center, located at 201 South Blvd., Oak Park, IL 60302. Proposals will be accepted at the Public Works Center, 201 South Blvd., Oak Park, IL 60302 Monday through Friday, 7:30 a.m. to 4:00 p.m. local time until 11:00 a.m. on Friday, January 13<sup>th</sup>, 2023. Proposals may also be sent via e-mail to [vics@oak-park.us](mailto: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 pre-proposal meeting at the Public Works Center, located at 201 South Blvd., Oak Park, IL 60302 on Wednesday, December 21<sup>st</sup>, 2022 at 10:00 a.m. Prospective bidders are encouraged to attend the pre-bid meeting to inspect site conditions, receive design drawings and obtain other pertinent information about the scope of work.

Specifications and proposal forms may be obtained by sending a request to Building Maintenance Superintendent, Vic Sabaliauskas at [vics@oak-park.us](mailto: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 proposal shall be submitted on the proposal form included herewith. If proposal is hand delivered or mailed to the Public Works Center, the proposal shall be submitted in a sealed envelope marked "PROPOSAL: 22-134 Village of Oak Park Public Works Center Wash Bay Drainage Improvements", 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 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 agreement 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 detailed specs and design documents as submitted by the design firm of Transystems.

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 aproposal 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 detailed specs and design documents as submitted by the design firm of Transystems.





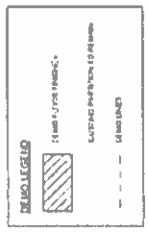


111 S. WASHINGTON PLAZA  
CHICAGO, IL 60606  
TEL: 312.729.4888  
FAX: 312.729.4888

OAK PARK PUBLIC WORKS GARAGE RENOVATION  
281 SOUTH BLYE, OAK PARK, IL 60455

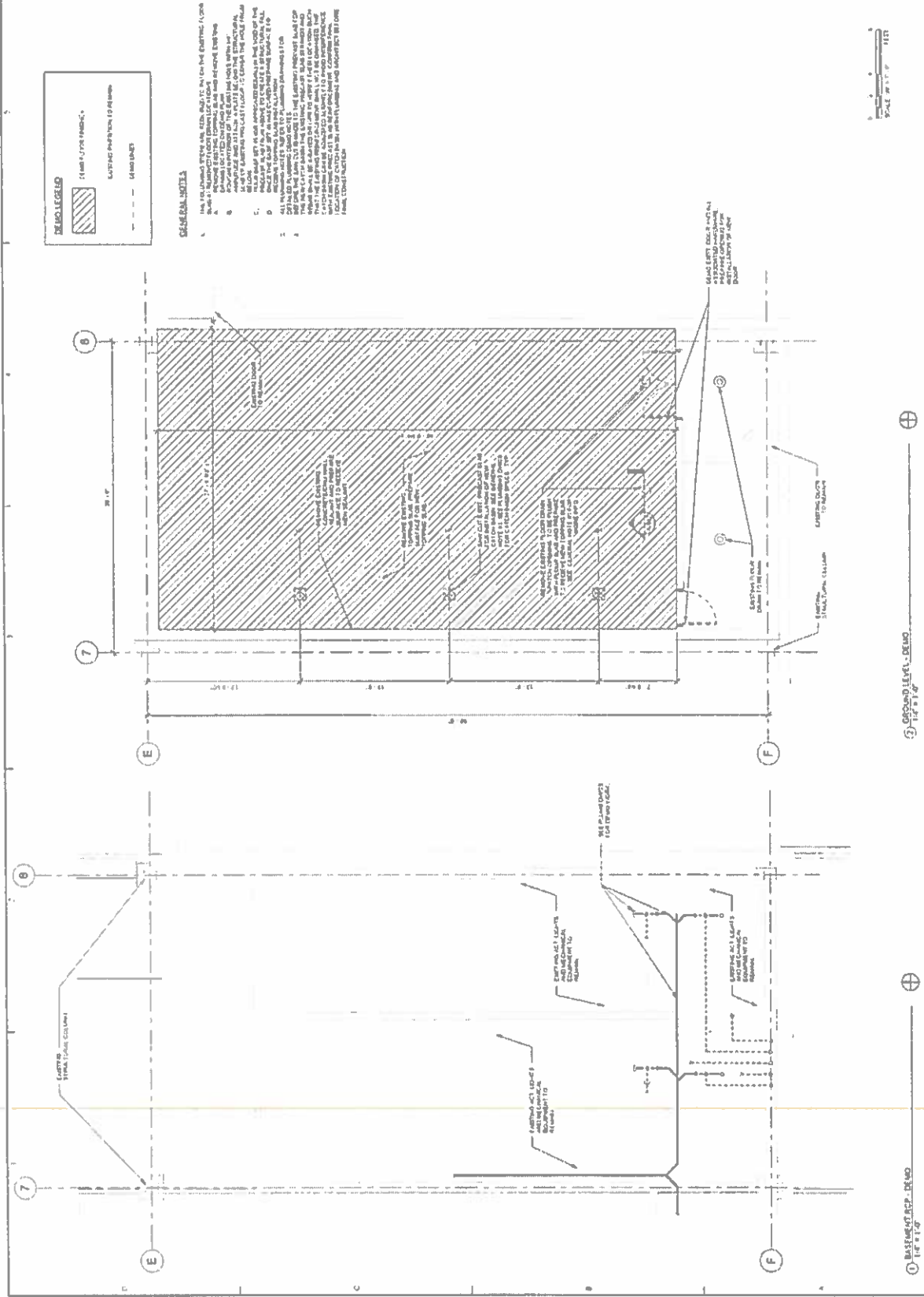
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100	01/15/19	ISSUED FOR PERMITS

SCALE: 1/4" = 1'-0"  
1/8" = 1'-0"  
1/16" = 1'-0"



**GENERAL NOTES**

1. ALL DEMO WORK SHALL BE DONE IN ACCORDANCE WITH THE DEMO PLAN AND THE DEMO SPECIFICATIONS.
2. ALL DEMO WORK SHALL BE DONE IN ACCORDANCE WITH THE DEMO PLAN AND THE DEMO SPECIFICATIONS.
3. ALL DEMO WORK SHALL BE DONE IN ACCORDANCE WITH THE DEMO PLAN AND THE DEMO SPECIFICATIONS.
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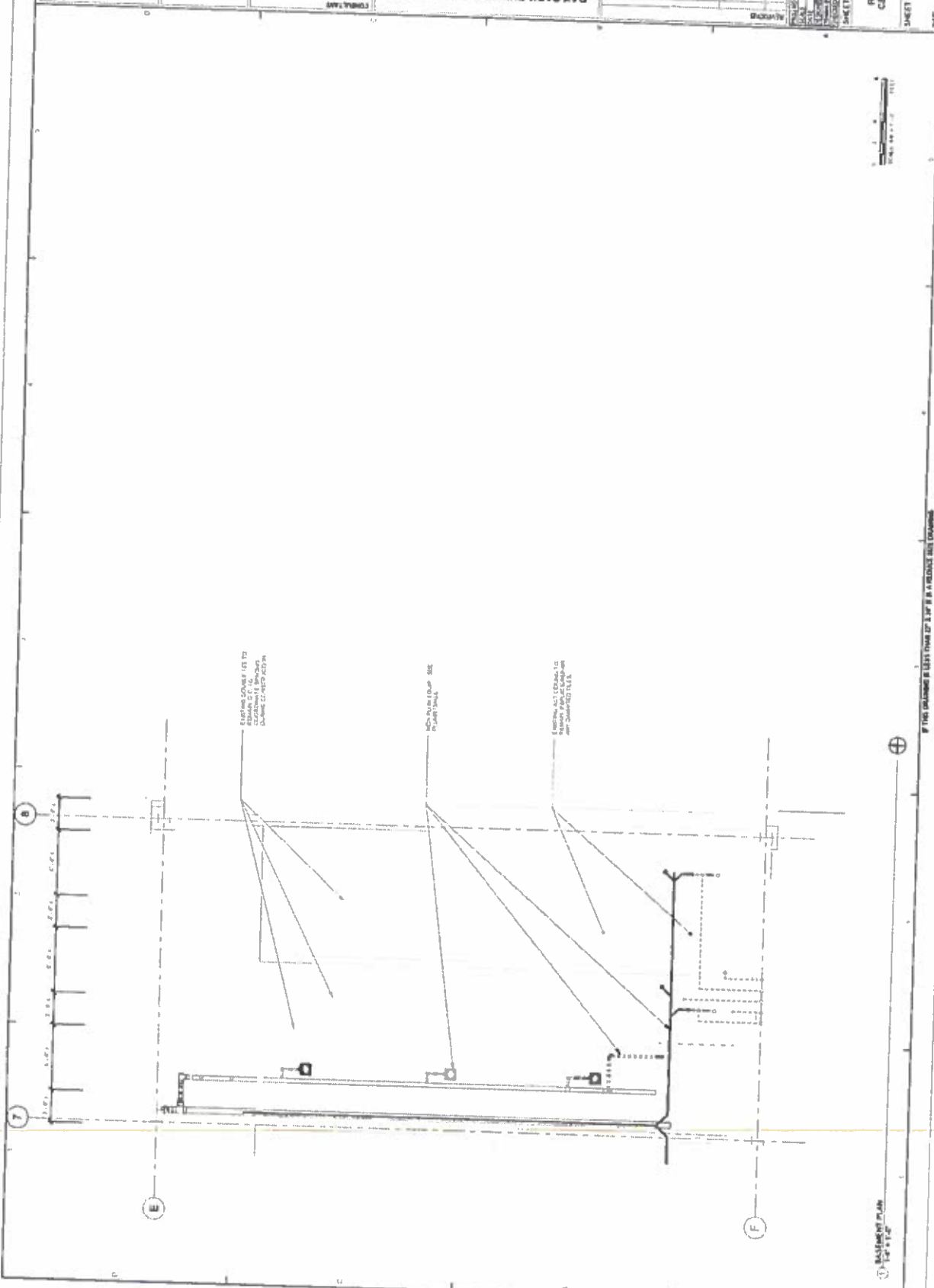
2013 REVISED PLAN  
PROJECT NO. 1000000000  
DATE: 01/11/13

# OAK PARK PUBLIC WORKS GARAGE 281 SOUTH BAY CONTRACT NO.

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9	01/11/13	J. [Name]	ISSUED FOR [unclear]
10	01/11/13	J. [Name]	ISSUED FOR [unclear]

REFLECTED  
CEILING PLAN

SHEET NO. A-102



BASEMENT PLAN  
1" = 4'-0"

FILE PATH: R:\1000000000\1000000000.dwg  
PRINT DATE: 10/22/13 08:58 AM

IF THIS GARAGE IS LEFT OPEN AT 3:00 PM IN WINDY WEATHER







SHEET NO. P101

FLOORPLANS -  
PLUMBING

SHEET TITLE

DRAWN BY: [Name]  
CHECKED BY: [Name]  
DATE: [Date]

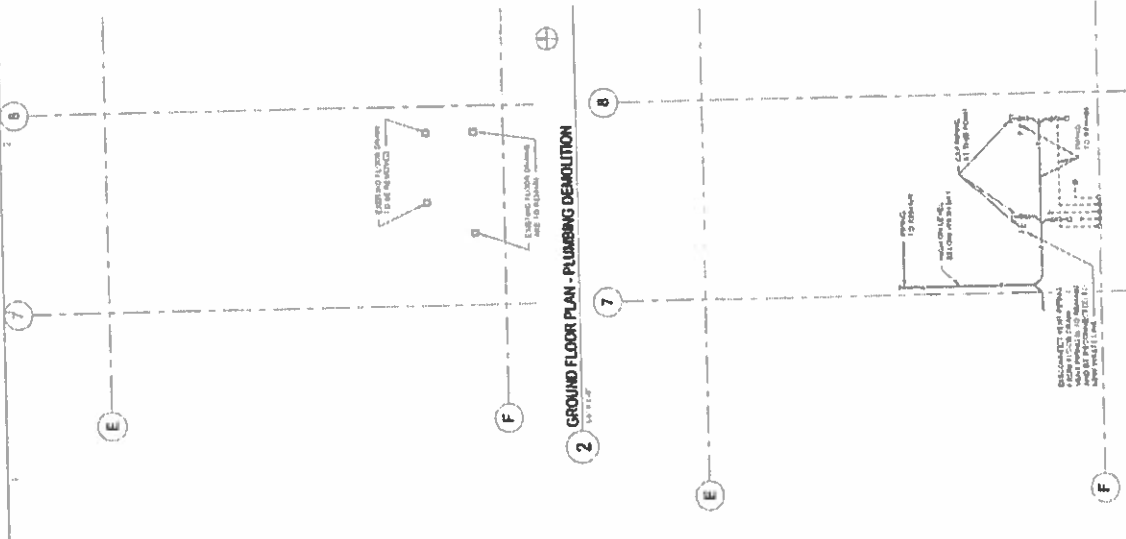
NO.	REVISION	DATE

OAK PARK PUBLIC WORKS GARAGE  
201 SOUTH BLDG.  
OAK PARK, IL 60302

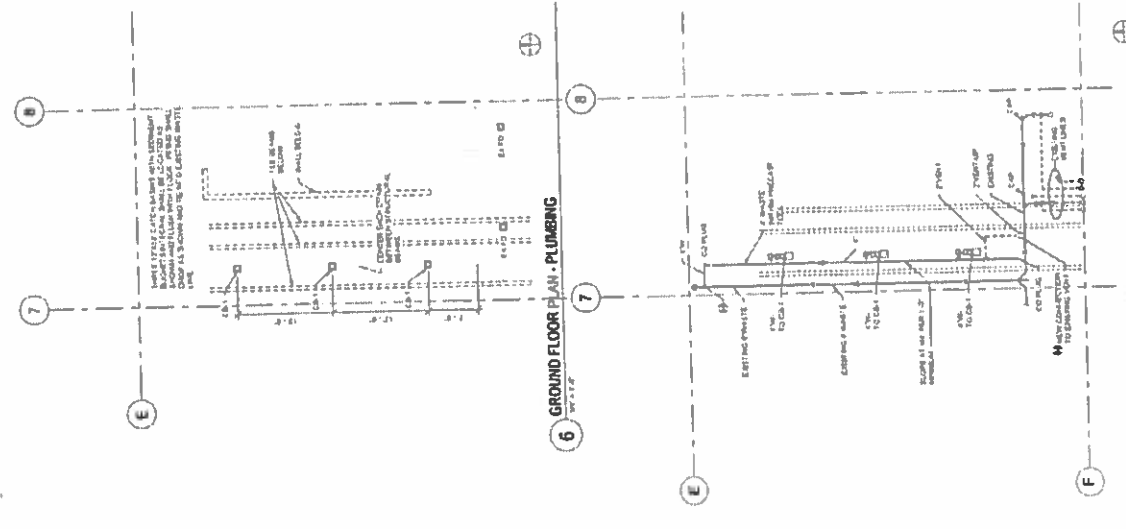
CORNER P&P

TRANS SYSTEMS  
1221 S. WOODSTOCK ST. #200  
CHICAGO, IL 60606  
TEL: 773.751.0000  
FAX: 773.751.0000

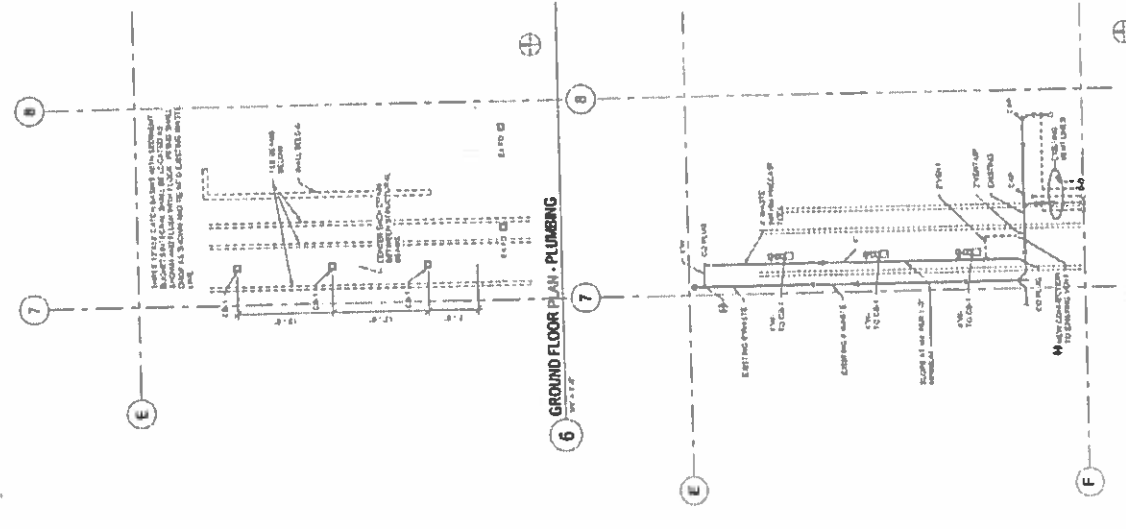
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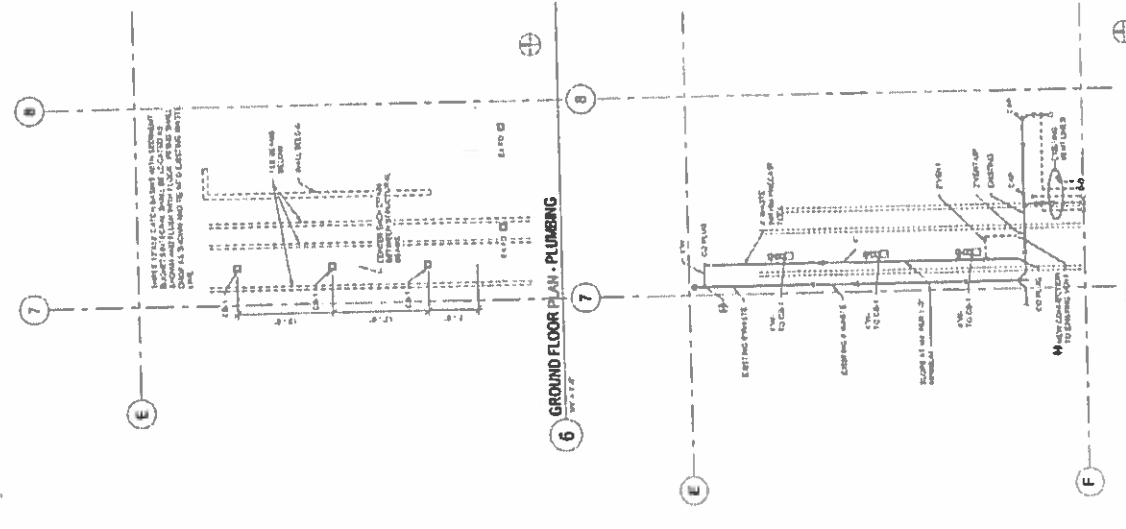
2 GROUND FLOOR PLAN - PLUMBING DEMOLITION



5 BASEMENT FLOOR PLAN - PLUMBING



6 GROUND FLOOR PLAN - PLUMBING



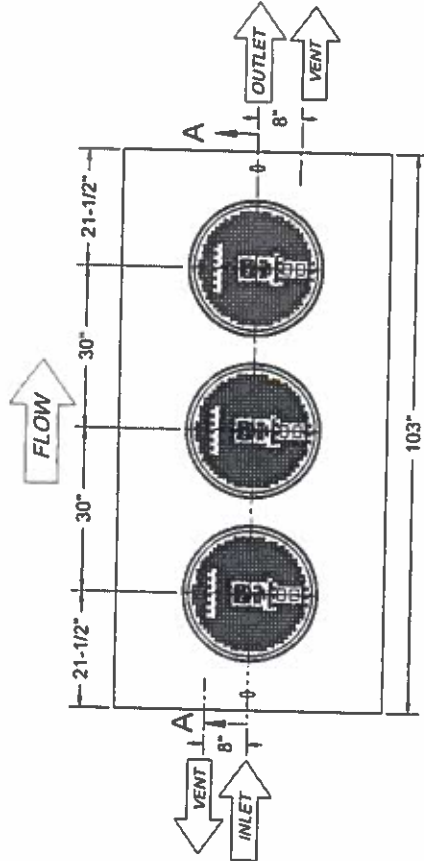
IF THIS DIMENSION IS LESS THAN 8 1/4\"/>

**SPECIFICATIONS**

1. 3" Plain end vents standard.
2. Max flow rate: 314 GPM
3. Liquid capacity: 560 Gallons (74.6 cu. ft.)
4. Oil capacity: 285 Gallons
5. Solids/sediment capacity: 162 Gallons
6. Unit weight: 1053 lbs.
7. H2O rated cast iron covers.
8. Maximum operating temperature 140°F continuous.
9. For buried applications only.

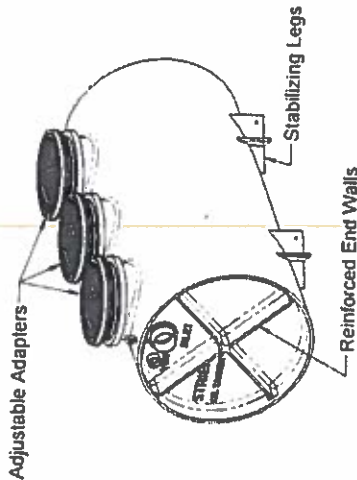
**ENGINEER SPECIFICATION GUIDE**

Striem Oil Tanker™ model OT-500 shall be lifetime guaranteed and made in USA of High Density Polyethylene. Separator shall be furnished for below grade installation with field adjustable riser system. Separator flow rate shall be 314 GPM. Separator oil capacity shall be 285 gallons. Sand capacity shall be 162 gallons. Separator shall be certified to IAPMO IGC 183-2016.

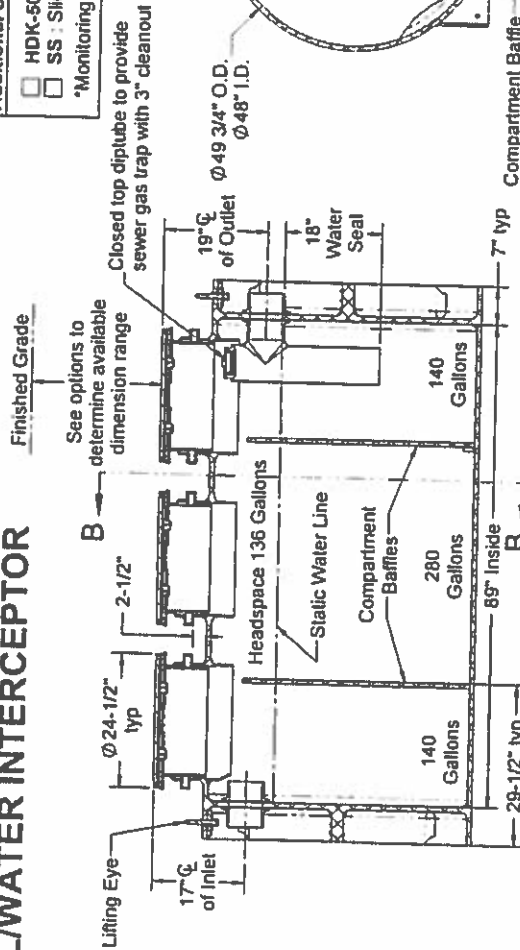


**TOP VIEW**

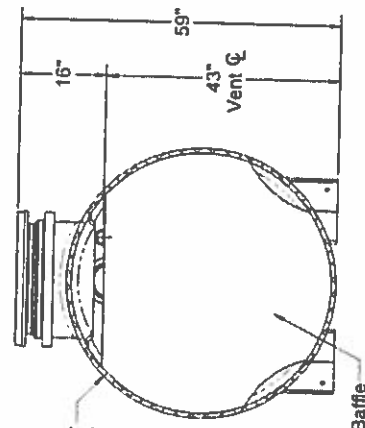
**FOR REFERENCE ONLY,  
NEW SPECIFICATION FOR  
OIL/WATER INTERCEPTOR**



**ISOMETRIC VIEW**



**SECTION A-A**



**SECTION B-B**

Directions: Choose connections, select options, sign and submit with purchase order.

**Connections**

- Inlet / Outlet**
- Plain End  4"
- Male Thread  6"
- 8" (Plain End Only)

**Riser Options**

- Included: 0" - 5"
- SR24 (3) : >5" - 24"
- LR24 (3) : >24" - 39"
- SR24 (6) : >39" - 43"
- SR24 (3) + LR24 (3) : >43" - 58"
- LR24 (6) : >58" - 72"
- SR24 (6) + LR24 (3) : >72" - 90"
- LR24 (9) : >90" - 106"

- OR -

- CPRK (3) : >11" - 106"
- Corrugated Pipe Riser Kit.
  - 18" diameter corrugated pipe by others.
  - See CPRK specification for more detail.

**Additional Options**

- HDK-500 : High Water Table Hold Down Kit
- SS : Slick Stick™ Oil Level Monitoring System\*
- \*Monitoring system will raise covers by 3".

Signature of Approval: \_\_\_\_\_

Company: \_\_\_\_\_

Date of Approval: \_\_\_\_\_

Specifying Engineer: \_\_\_\_\_

Engineering Firm: \_\_\_\_\_

PO IS NON-CANCELABLE  
ORDER IS NON-RETURNABLE

MODEL NUMBER: OT-500

DESCRIPTION:

OIL TANKER™  
POLYETHYLENE OIL SEPARATOR  
560 GALLON CAPACITY



PROPRIETARY AND CONFIDENTIAL  
THE INFORMATION CONTAINED HEREIN IS THE SOLE PROPERTY OF STRIEM, LLC.  
ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF STRIEM, LLC IS PROHIBITED.

DWG BY:WLF DATE: 6/17/21 REV: 0 ECO:

**SPECIFICATION SHEET**

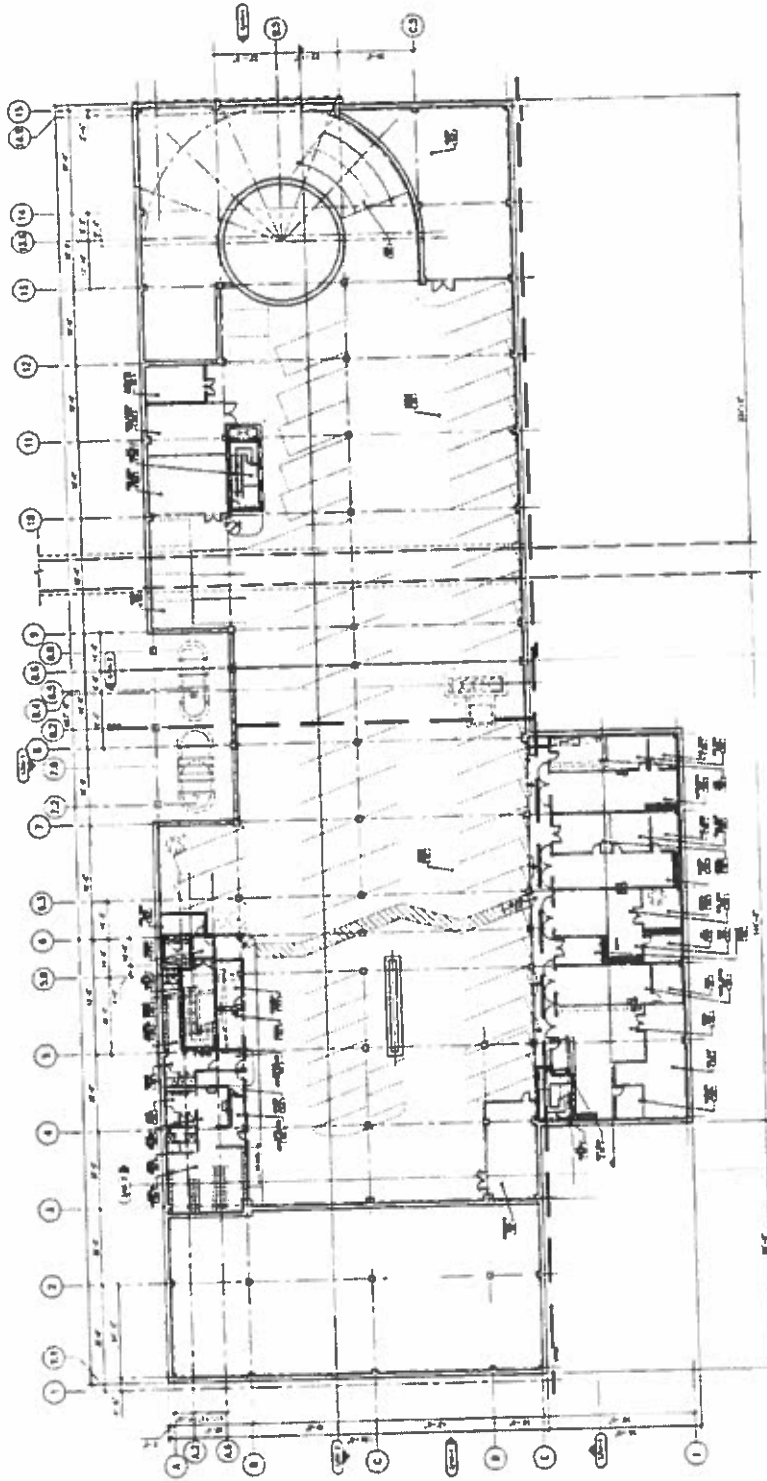
**STRIEM**



Striem  
3100 Brinkerhoff  
Kansas City, KS 66115  
Tel: 913-222-1500  
orders@striemco.com  
www.striemco.com

Made in the U.S.A.

FOR REFERENCE ONLY,  
ALL EXISTING CONDITIONS  
TO BE VERIFIED IN FIELD

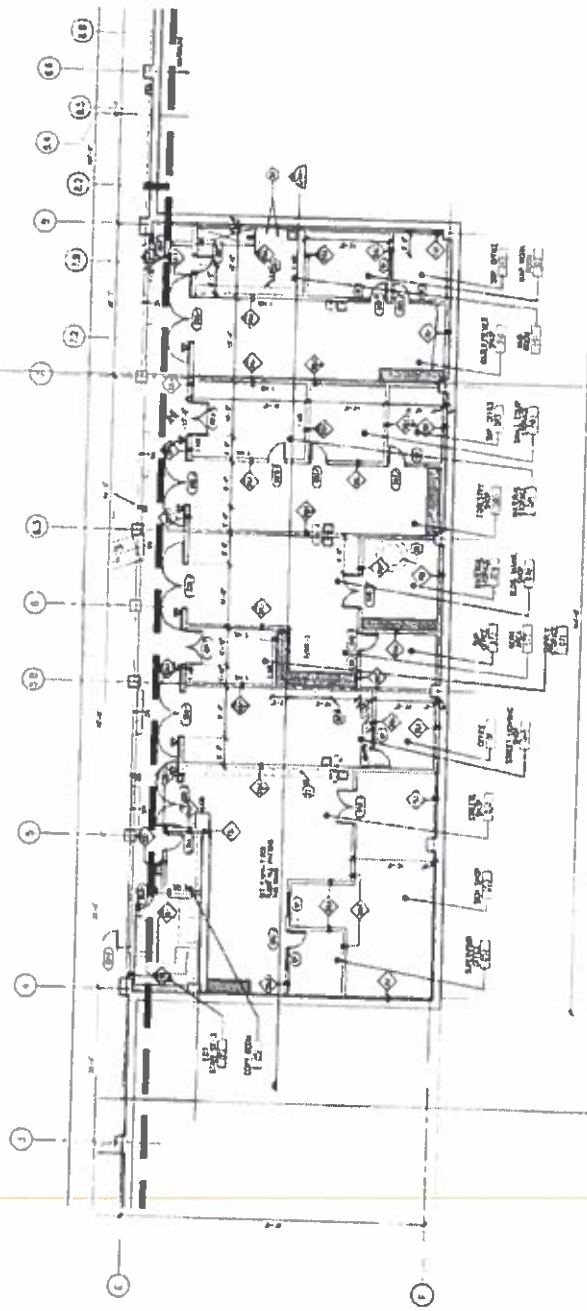


1 LOWER LEVEL PLAN

REVIEWED DATE: 08/11/11 DRAWN DATE: 08/11/11 CHECKED DATE: 08/11/11 PROJECT: 11/00/00		PROJECT NO.: 11/00/00 SHEET NO.: 11/00/00		PROJECT NAME: NEW PUBLIC WORKS FACILITY SHEET NO.: A2-0	
DATE:	08/11/11	DATE:	08/11/11	DATE:	08/11/11
BY:	[Signature]	BY:	[Signature]	BY:	[Signature]
CHECKED:	[Signature]	CHECKED:	[Signature]	CHECKED:	[Signature]
SCALE:	AS SHOWN	SCALE:	AS SHOWN	SCALE:	AS SHOWN
PROJECT:	NEW PUBLIC WORKS FACILITY	PROJECT:	NEW PUBLIC WORKS FACILITY	PROJECT:	NEW PUBLIC WORKS FACILITY
PROJECT LOCATION: [Address] PROJECT OWNER: [Organization] PROJECT MANAGER: [Name] PROJECT ENGINEER: [Name] PROJECT ARCHITECT: [Name]					


GENERAL NOTES  
 1. SEE SHEET A2-01 FOR GENERAL NOTES  
 2. SEE SHEET A2-02 FOR GENERAL NOTES

**FOR REFERENCE ONLY,  
 ALL EXISTING CONDITIONS  
 TO BE VERIFIED IN FIELD**

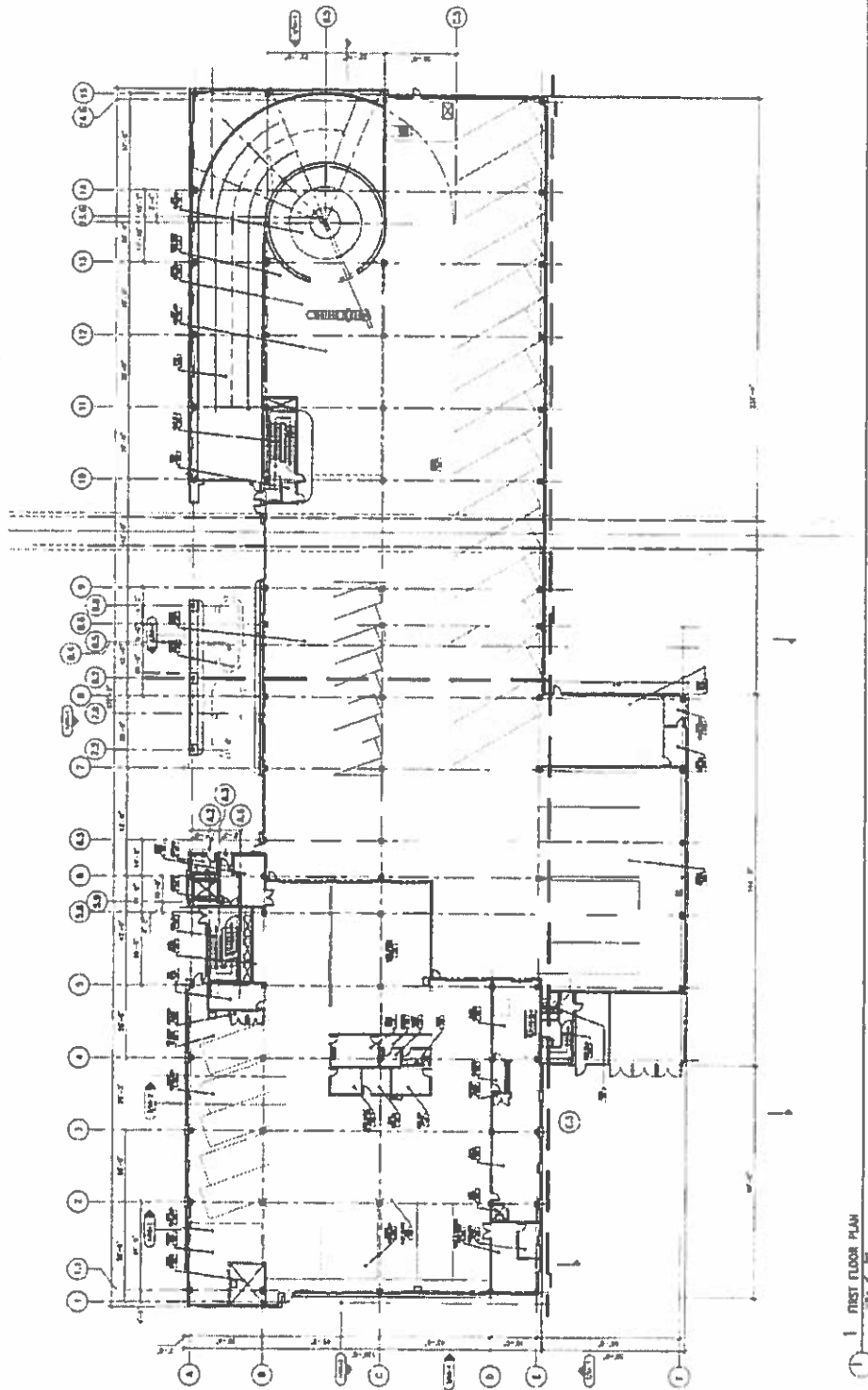


1 PARTIAL FLOOR PLAN - 000 LEVEL



<b>GENERAL NOTES</b> 1. SEE SHEET A2-01 FOR GENERAL NOTES 2. SEE SHEET A2-02 FOR GENERAL NOTES		<b>FOR REFERENCE ONLY,          ALL EXISTING CONDITIONS          TO BE VERIFIED IN FIELD</b>				<b>PROJECT</b> NEW PUBLIC WORKS FACILITY 1000 PINE STREET NEW YORK, N.Y.		<b>DATE</b> 10/15/82	
<b>DESIGNER</b> [Firm Name]		<b>ARCHITECT</b> [Firm Name]		<b>ENGINEER</b> [Firm Name]		<b>MECHANICAL</b> [Firm Name]		<b>ELECTRICAL</b> [Firm Name]	
<b>CLIENT</b> [Client Name]		<b>PROJECT NO.</b> [Project Number]		<b>DATE</b> [Date]		<b>SCALE</b> [Scale]		<b>PROJECT NO.</b> [Project Number]	
<b>DESCRIPTION</b> [Description]		<b>REVISIONS</b> [Revisions]		<b>APPROVED</b> [Signatures]		<b>DATE</b> [Date]		<b>PROJECT NO.</b> [Project Number]	

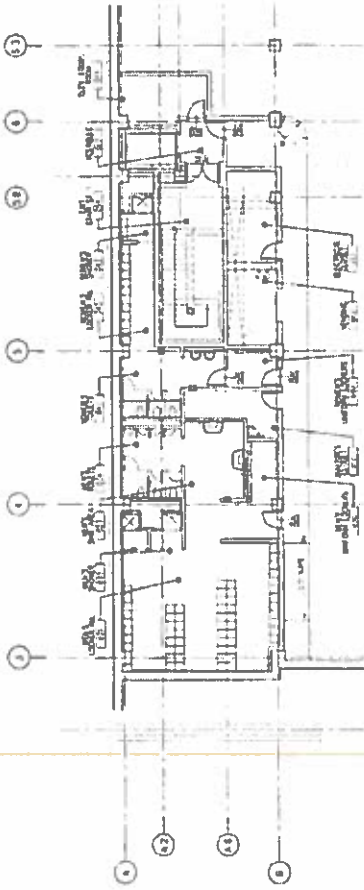
FOR REFERENCE ONLY,  
ALL EXISTING CONDITIONS  
TO BE VERIFIED IN FIELD



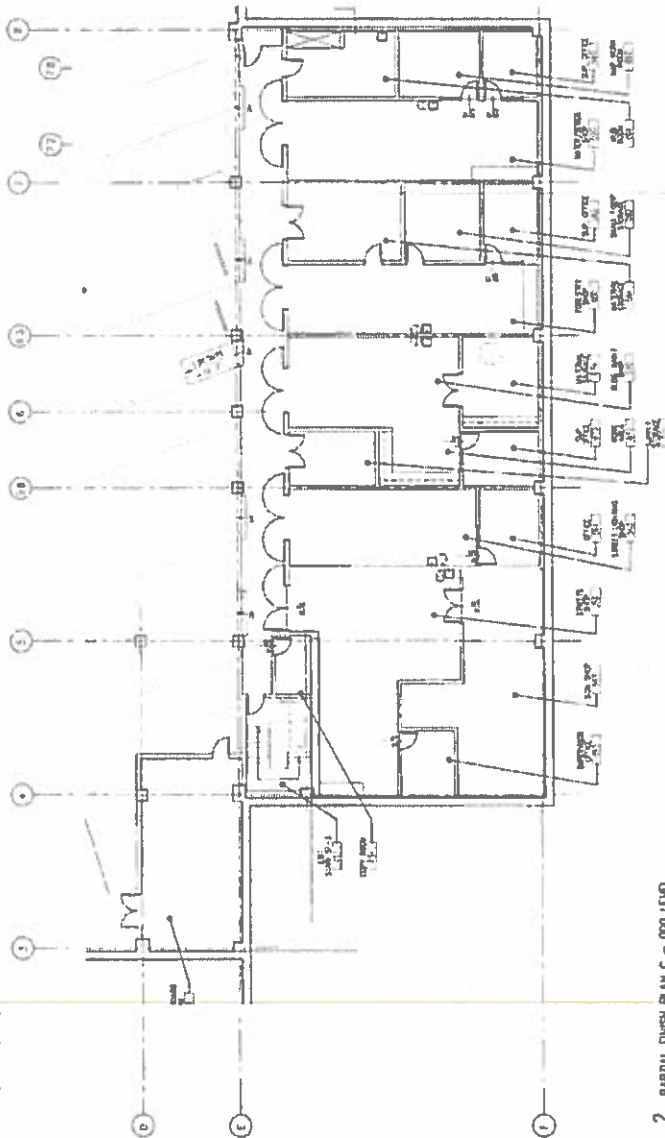
1 FIRST FLOOR PLAN  
100 LEVEL

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2	08/11/08	ISSUE FOR CONSTRUCTION																
3	08/11/08	ISSUE FOR CONSTRUCTION																
4	08/11/08	ISSUE FOR CONSTRUCTION																
<p><b>CLIENT</b></p> <p>NEW PUBLIC WORKS FACILITY</p>		<p><b>DESIGNER</b></p> <p>HOLOBRIST &amp; ROBERTS Architectural Engineering Services 10000 100th Ave, Suite 100 Northglenn, CO 80061 Phone: 303.440.1000 Fax: 303.440.1001 www.holo.com</p>																
<p><b>DATE</b></p> <p>December 1, 2003</p>		<p><b>PROJECT NO.</b></p> <p>10000</p>																
<p><b>SHEET NO.</b></p> <p>100-1</p>		<p><b>SCALE</b></p> <p>AS SHOWN</p>																

FOR REFERENCE ONLY,  
ALL EXISTING CONDITIONS  
TO BE VERIFIED IN FIELD



1. PARTIAL FINISH PLAN A - 000 LEVEL



2. PARTIAL FINISH PLAN C - 000 LEVEL



<p><b>NEW PUBLIC WORKS FACILITY</b></p>		<p>DATE: 10/11/11</p>
<p>PROJECT NO. 111-0</p>	<p>DATE: 10/11/11</p>	<p>DATE: 10/11/11</p>
<p>PROJECT NAME: NEW PUBLIC WORKS FACILITY</p>	<p>PROJECT NO. 111-0</p>	<p>DATE: 10/11/11</p>
<p>PROJECT LOCATION: 111-0</p>	<p>PROJECT NO. 111-0</p>	<p>DATE: 10/11/11</p>
<p>PROJECT DESCRIPTION: NEW PUBLIC WORKS FACILITY</p>	<p>PROJECT NO. 111-0</p>	<p>DATE: 10/11/11</p>
<p>PROJECT OWNER: NEW PUBLIC WORKS FACILITY</p>	<p>PROJECT NO. 111-0</p>	<p>DATE: 10/11/11</p>
<p>PROJECT ARCHITECT: [Firm Name]</p>	<p>PROJECT NO. 111-0</p>	<p>DATE: 10/11/11</p>
<p>PROJECT ENGINEER: [Firm Name]</p>	<p>PROJECT NO. 111-0</p>	<p>DATE: 10/11/11</p>
<p>PROJECT CONTRACTOR: [Firm Name]</p>	<p>PROJECT NO. 111-0</p>	<p>DATE: 10/11/11</p>
<p>PROJECT DESIGNER: [Firm Name]</p>	<p>PROJECT NO. 111-0</p>	<p>DATE: 10/11/11</p>
<p>PROJECT CHECKER: [Firm Name]</p>	<p>PROJECT NO. 111-0</p>	<p>DATE: 10/11/11</p>
<p>PROJECT APPROVER: [Firm Name]</p>	<p>PROJECT NO. 111-0</p>	<p>DATE: 10/11/11</p>
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<p>PROJECT DATE: 10/11/11</p>	<p>PROJECT NO. 111-0</p>	<p>DATE: 10/11/11</p>
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<p>PROJECT SHEET: 111-0</p>	<p>PROJECT NO. 111-0</p>	<p>DATE: 10/11/11</p>
<p>PROJECT TOTAL SHEETS: 111-0</p>	<p>PROJECT NO. 111-0</p>	<p>DATE: 10/11/11</p>
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<p>PROJECT DRAWING SHEET: 111-0</p>	<p>PROJECT NO. 111-0</p>	<p>DATE: 10/11/11</p>
<p>PROJECT DRAWING TOTAL SHEETS: 111-0</p>	<p>PROJECT NO. 111-0</p>	<p>DATE: 10/11/11</p>
<p>PROJECT DRAWING TITLE: PARTIAL FINISH PLAN C - 000 LEVEL</p>	<p>PROJECT NO. 111-0</p>	<p>DATE: 10/11/11</p>
<p>PROJECT DRAWING NO. 111-0</p>	<p>PROJECT NO. 111-0</p>	<p>DATE: 10/11/11</p>
<p>PROJECT DRAWING DATE: 10/11/11</p>	<p>PROJECT NO. 111-0</p>	<p>DATE: 10/11/11</p>
<p>PROJECT DRAWING SCALE: 1/8" = 1'-0"</p>	<p>PROJECT NO. 111-0</p>	<p>DATE: 10/11/11</p>
<p>PROJECT DRAWING SHEET: 111-0</p>	<p>PROJECT NO. 111-0</p>	<p>DATE: 10/11/11</p>
<p>PROJECT DRAWING TOTAL SHEETS: 111-0</p>	<p>PROJECT NO. 111-0</p>	<p>DATE: 10/11/11</p>

**GENERAL NOTES - FLOOR PLANS**

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF CHICAGO ORDINANCES AND SPECIFICATIONS THEREON.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF CHICAGO.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF CHICAGO.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF CHICAGO.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF CHICAGO.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF CHICAGO.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF CHICAGO.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF CHICAGO.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF CHICAGO.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF CHICAGO.

**FINISHES**

1. FLOOR FINISHES SHALL BE AS SHOWN ON THE DRAWINGS.

2. ALL FINISHES SHALL BE IN ACCORDANCE WITH THE CITY OF CHICAGO SPECIFICATIONS.

3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF CHICAGO.

**CONCRETE**

1. ALL CONCRETE SHALL BE CAST IN PLACE.

2. ALL CONCRETE SHALL BE CURED FOR A MINIMUM OF 7 DAYS.

3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF CHICAGO.

**MECHANICAL**

1. ALL MECHANICAL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF CHICAGO SPECIFICATIONS.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF CHICAGO.

**ELECTRICAL**

1. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF CHICAGO SPECIFICATIONS.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF CHICAGO.

**PAINTS AND COATINGS**

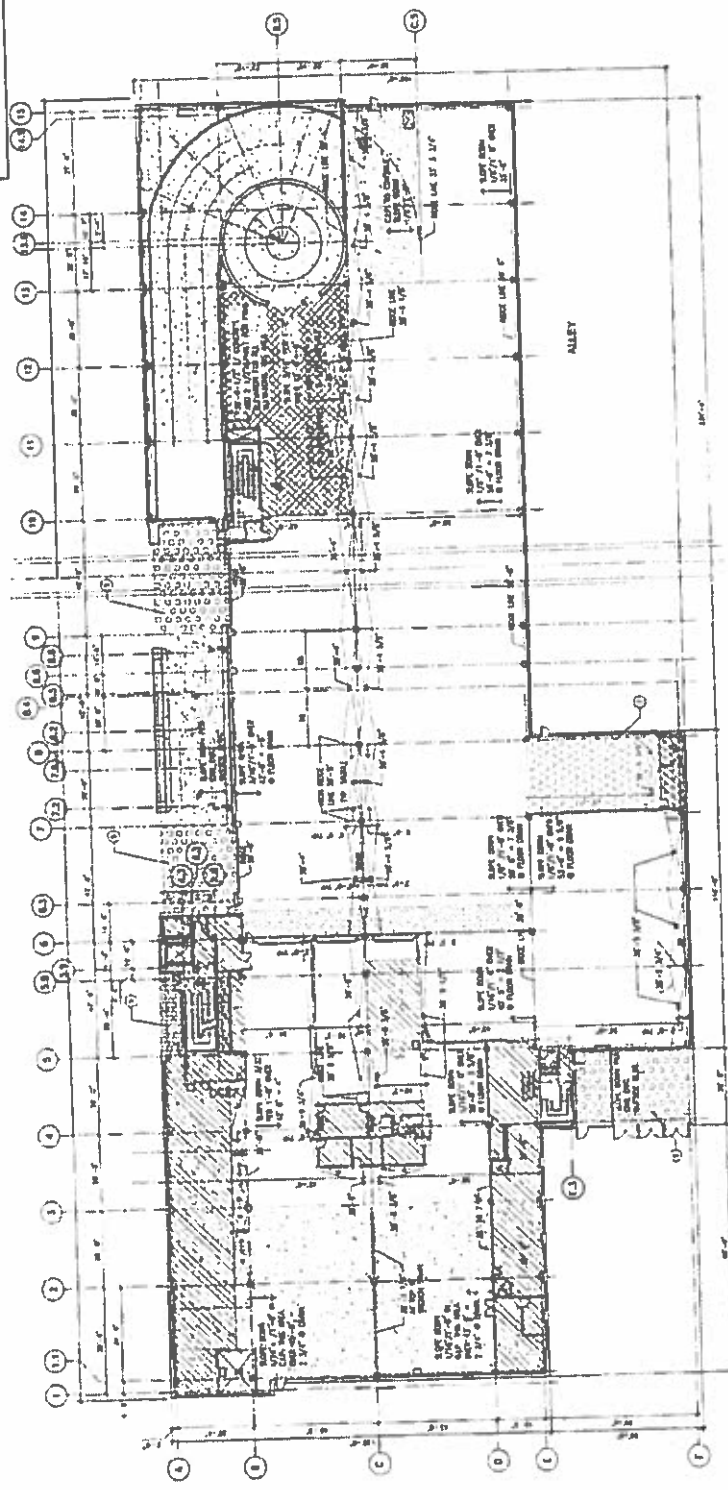
1. ALL PAINTS AND COATINGS SHALL BE IN ACCORDANCE WITH THE CITY OF CHICAGO SPECIFICATIONS.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF CHICAGO.

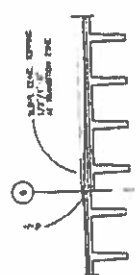
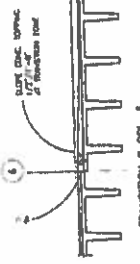
**GENERAL**

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF CHICAGO SPECIFICATIONS.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF CHICAGO.



**FOR REFERENCE ONLY,  
ALL EXISTING CONDITIONS  
TO BE VERIFIED IN FIELD**



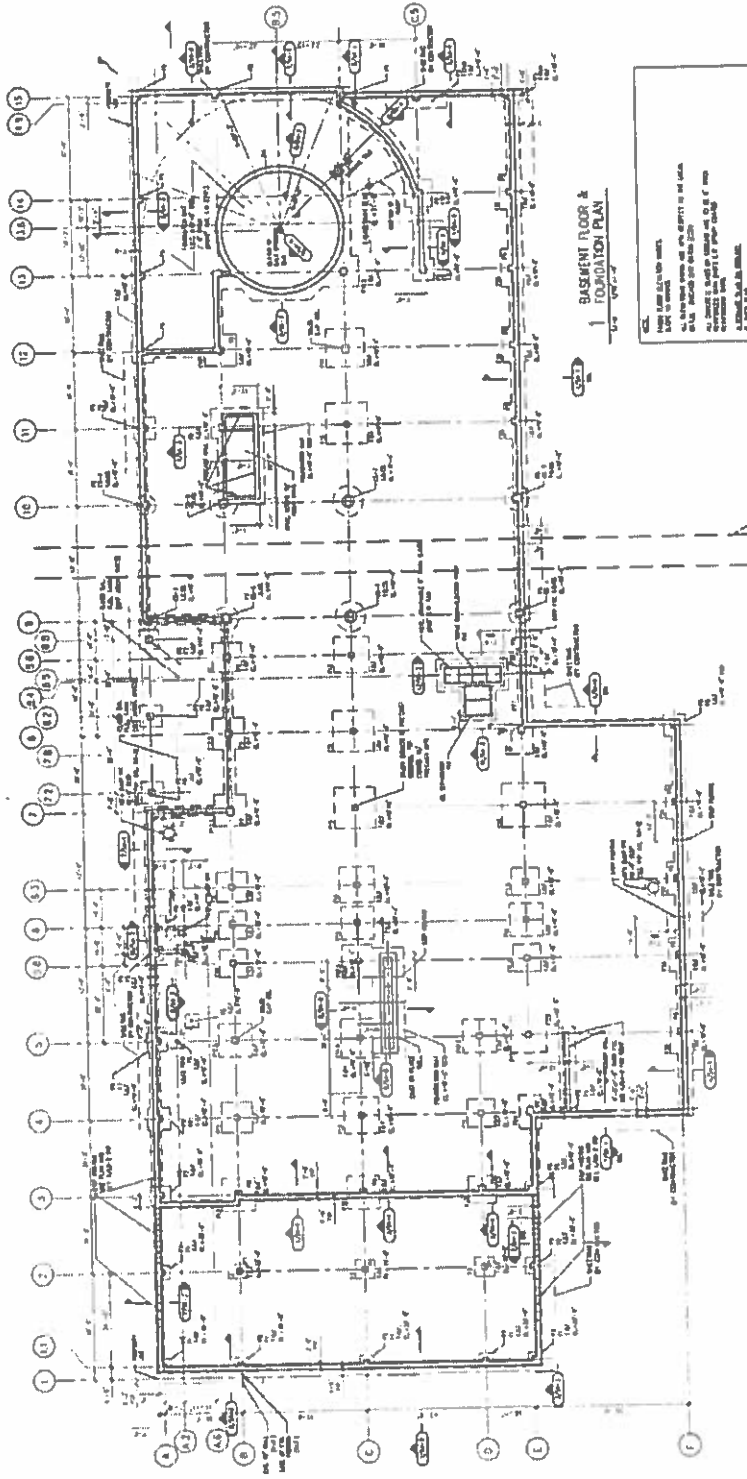
**1 FIRST FLOOR DRAINAGE PLAN**

PROJECT INFORMATION		DRAWING INFORMATION	
Project Name	NEW PUBLIC WORKS FACILITY	Sheet No.	A12-1
Client	CITY OF CHICAGO	Scale	AS SHOWN
Contract No.	100 LEVEL WATERPROOFING, DAMPROOFING AND DRAINAGE PLAN	Date	11/11/11
Location	100 LEVEL WATERPROOFING, DAMPROOFING AND DRAINAGE PLAN	Author	...
Designer	...	Checker	...
Engineer	...	Approver	...





**FOR REFERENCE ONLY,  
ALL EXISTING CONDITIONS  
TO BE VERIFIED IN FIELD**



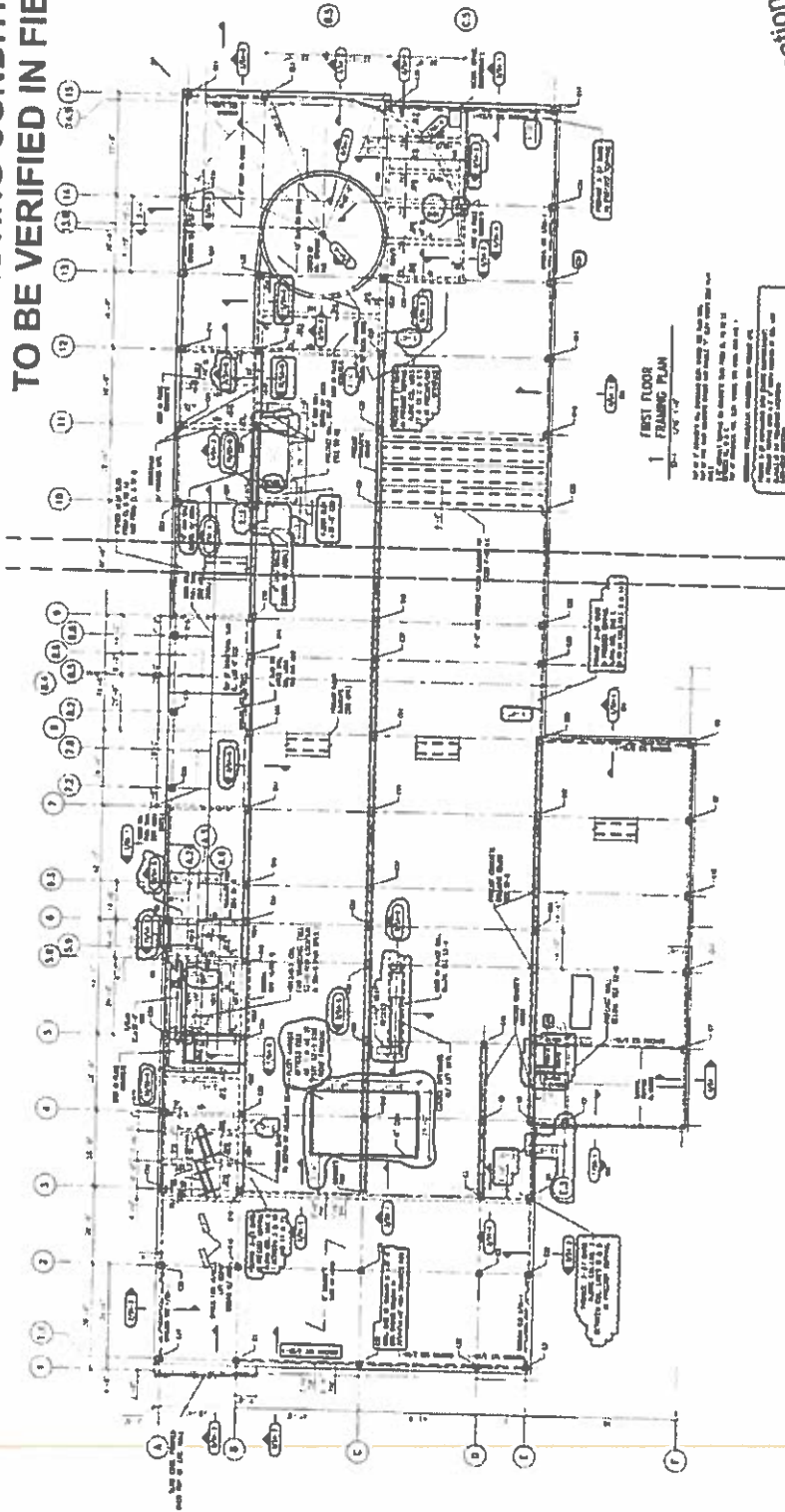
**BASMENT FLOOR &  
FOUNDATION PLAN**

NOT TO SCALE  
ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED  
ALL FOUNDATION WALLS TO BE CONCRETE  
ALL FOUNDATION WALLS TO BE 18" MIN. THICK  
ALL FOUNDATION WALLS TO BE REINFORCED WITH #4 BARS @ 18" ON CENTER  
ALL FOUNDATION WALLS TO BE FINISHED WITH 1/2" GYPSUM BOARD  
ALL FOUNDATION WALLS TO BE PAINTED WITH 2 COATS OF ENAMEL  
ALL FOUNDATION WALLS TO BE PROTECTED WITH 2" POLYSTYRENE INSULATION  
ALL FOUNDATION WALLS TO BE DRAINAGE MATED WITH 1/2" PERFORATED PLASTIC DRAINAGE MAT  
ALL FOUNDATION WALLS TO BE DRAINAGE MATED WITH 1/2" PERFORATED PLASTIC DRAINAGE MAT  
ALL FOUNDATION WALLS TO BE DRAINAGE MATED WITH 1/2" PERFORATED PLASTIC DRAINAGE MAT  
ALL FOUNDATION WALLS TO BE DRAINAGE MATED WITH 1/2" PERFORATED PLASTIC DRAINAGE MAT  
ALL FOUNDATION WALLS TO BE DRAINAGE MATED WITH 1/2" PERFORATED PLASTIC DRAINAGE MAT  
ALL FOUNDATION WALLS TO BE DRAINAGE MATED WITH 1/2" PERFORATED PLASTIC DRAINAGE MAT

**Not to be used  
for permit  
application**

		<b>NEW YORK STATE OFFICE OF GENERAL SERVICES</b>	
<b>BASMENT FOUNDATION PLAN</b>			
<b>Project No.</b> 14374	<b>Scale</b> 1/8" = 1'-0"	<b>Date</b> 05/15/2019	<b>Page No.</b> S2-0
<b>Project Name</b> HOLBAEK'S FLOOR	<b>Client</b> HOLBAEK'S FLOOR	<b>Contract No.</b> 14374	<b>Revision No.</b> S2-0
<b>Project Location</b> 1000 ...	<b>Project Description</b> 	<b>Project Status</b> 	<b>Project Manager</b> 
<b>Project Start Date</b> 	<b>Project End Date</b> 	<b>Project Budget</b> 	<b>Project Risk</b> 
<b>Project Team</b> 	<b>Project Sponsor</b> 	<b>Project Stakeholders</b> 	<b>Project Deliverables</b> 

**FOR REFERENCE ONLY,  
ALL EXISTING CONDITIONS  
TO BE VERIFIED IN FIELD**

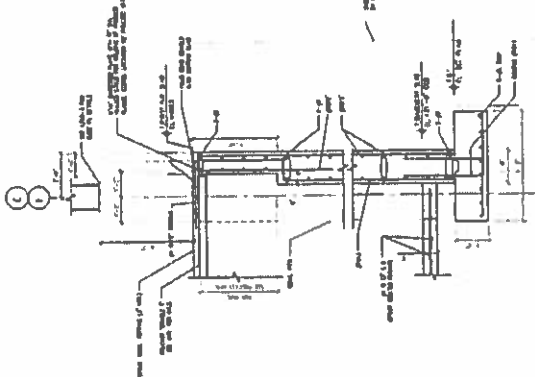


**FIRST FLOOR  
FRAMING PLAN**

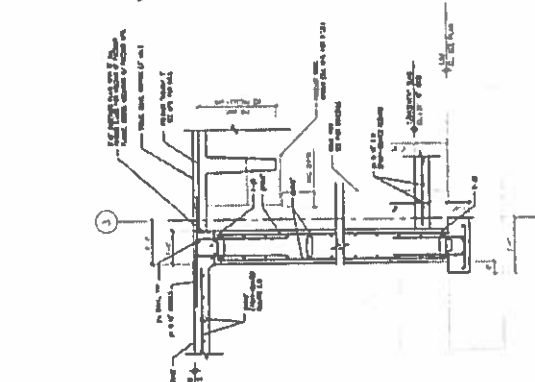
Information only  
Previously Issued  
for Permit

ALL INFORMATION ON THIS PLAN IS FOR REFERENCE ONLY AND IS NOT TO BE USED FOR CONSTRUCTION. THE DESIGNER ASSUMES NO LIABILITY FOR ANY ERRORS OR OMISSIONS. THE USER OF THIS PLAN ASSUMES ALL LIABILITY FOR ANY SUCH ERRORS OR OMISSIONS. THE USER OF THIS PLAN IS ADVISED THAT THIS PLAN IS NOT TO BE USED FOR CONSTRUCTION OF ANY STRUCTURE WITHOUT THE WRITTEN CONSENT OF THE DESIGNER. THE USER OF THIS PLAN IS ADVISED THAT THIS PLAN IS NOT TO BE USED FOR CONSTRUCTION OF ANY STRUCTURE WITHOUT THE WRITTEN CONSENT OF THE DESIGNER. THE USER OF THIS PLAN IS ADVISED THAT THIS PLAN IS NOT TO BE USED FOR CONSTRUCTION OF ANY STRUCTURE WITHOUT THE WRITTEN CONSENT OF THE DESIGNER.

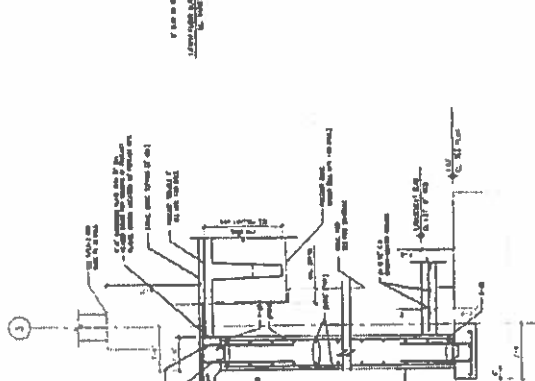
<p><b>Hobbs &amp; Root</b> Architects/Engineers/Planners 1000 North Main Street Portland, ME 04101 Phone: 407-741-1111 Fax: 407-741-1112</p>		<p>Project No. <b>S2-1</b></p>
<p>DATE: 01/12/00 SCALE: AS SHOWN DRAWN BY: J. HOBBS CHECKED BY: J. HOBBS DATE: 01/12/00</p>		<p>Client: <b>NEW PUBLIC WORKS FACILITY</b></p>
<p>DATE: 01/12/00 SCALE: AS SHOWN DRAWN BY: J. HOBBS CHECKED BY: J. HOBBS DATE: 01/12/00</p>		<p>Project No. <b>S2-1</b></p>
<p>DATE: 01/12/00 SCALE: AS SHOWN DRAWN BY: J. HOBBS CHECKED BY: J. HOBBS DATE: 01/12/00</p>		<p>Project No. <b>S2-1</b></p>



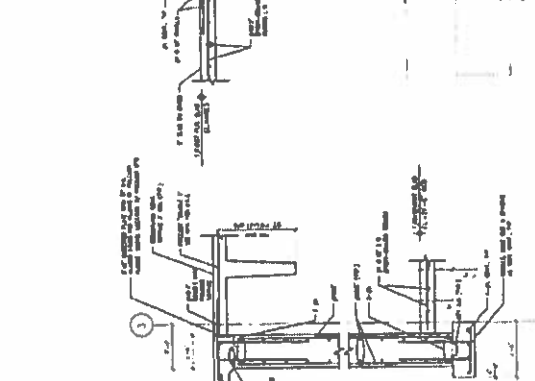
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Scale: 1/4" = 1'-0"



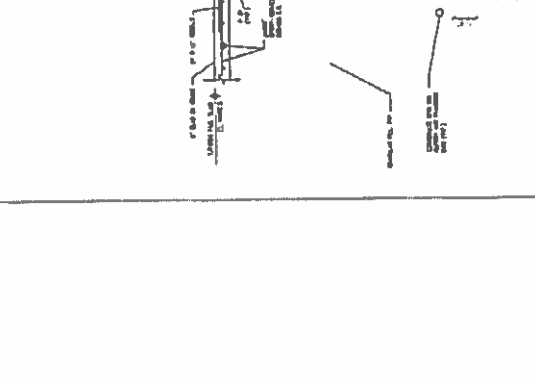
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Scale: 1/4" = 1'-0"



3 SECTION THRU PERIMETER WALL  
Scale: 1/4" = 1'-0"



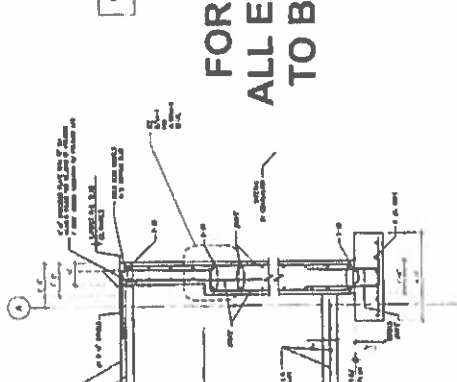
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Scale: 1/4" = 1'-0"



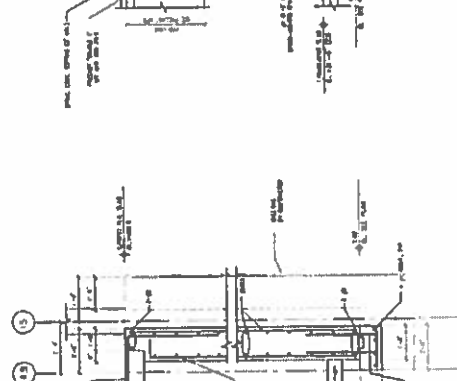
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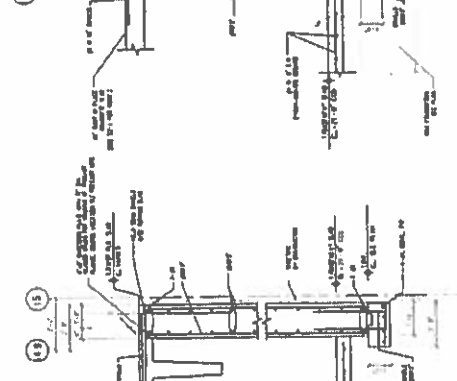
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Scale: 1/4" = 1'-0"



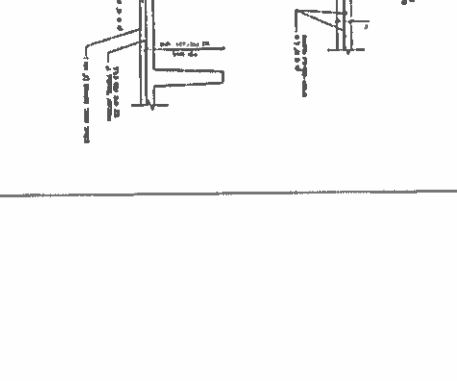
7 SECTION THRU PERIMETER WALL  
Scale: 1/4" = 1'-0"



8 SECTION THRU PERIMETER WALL  
Scale: 1/4" = 1'-0"



9 SECTION THRU PERIMETER WALL  
Scale: 1/4" = 1'-0"



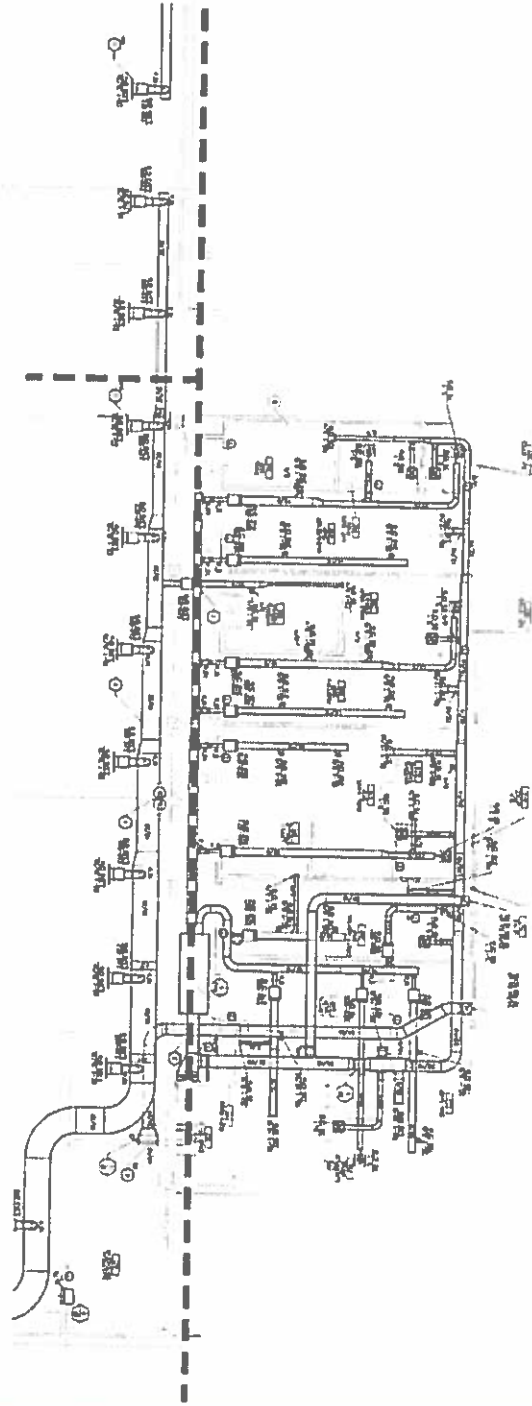
10 SECTION THRU PERIMETER WALL  
Scale: 1/4" = 1'-0"

**FOR REFERENCE ONLY,  
ALL EXISTING CONDITIONS  
TO BE VERIFIED IN FIELD**

Information only  
Permitted for  
Previous Plans

		FOUNDATION SECTIONS & DETAILS Project Name: _____ Drawing No: S4-1	
Date: 10/1/10 Drawn: [Signature] Checked: [Signature] Title: FOUNDATION SECTIONS & DETAILS	Scale: 1/4" = 1'-0" Project: NEW PUBLIC WORKS FACILITY	No. 1 Date: 10/1/10 Description: FOUNDATION SECTIONS & DETAILS	No. 2 Date: 10/1/10 Description: FOUNDATION SECTIONS & DETAILS
No. 3 Date: 10/1/10 Description: FOUNDATION SECTIONS & DETAILS	No. 4 Date: 10/1/10 Description: FOUNDATION SECTIONS & DETAILS	No. 5 Date: 10/1/10 Description: FOUNDATION SECTIONS & DETAILS	No. 6 Date: 10/1/10 Description: FOUNDATION SECTIONS & DETAILS
No. 7 Date: 10/1/10 Description: FOUNDATION SECTIONS & DETAILS	No. 8 Date: 10/1/10 Description: FOUNDATION SECTIONS & DETAILS	No. 9 Date: 10/1/10 Description: FOUNDATION SECTIONS & DETAILS	No. 10 Date: 10/1/10 Description: FOUNDATION SECTIONS & DETAILS

FOR REFERENCE ONLY,  
ALL EXISTING CONDITIONS  
TO BE VERIFIED IN FIELD



1 PARTIAL MECHANICAL DUCTWORK  
PLAN 000 LEVEL, C

- KEYED NOTES:**
- 1) SEE OTHER SHEETS FOR EXISTING CONDITIONS
  - 2) REMOVE EXISTING DUCTWORK AND RE-INSTALL NEW DUCTWORK AS SHOWN
  - 3) REMOVE EXISTING DUCTWORK AND RE-INSTALL NEW DUCTWORK AS SHOWN
  - 4) REMOVE EXISTING DUCTWORK AND RE-INSTALL NEW DUCTWORK AS SHOWN
  - 5) REMOVE EXISTING DUCTWORK AND RE-INSTALL NEW DUCTWORK AS SHOWN
  - 6) REMOVE EXISTING DUCTWORK AND RE-INSTALL NEW DUCTWORK AS SHOWN



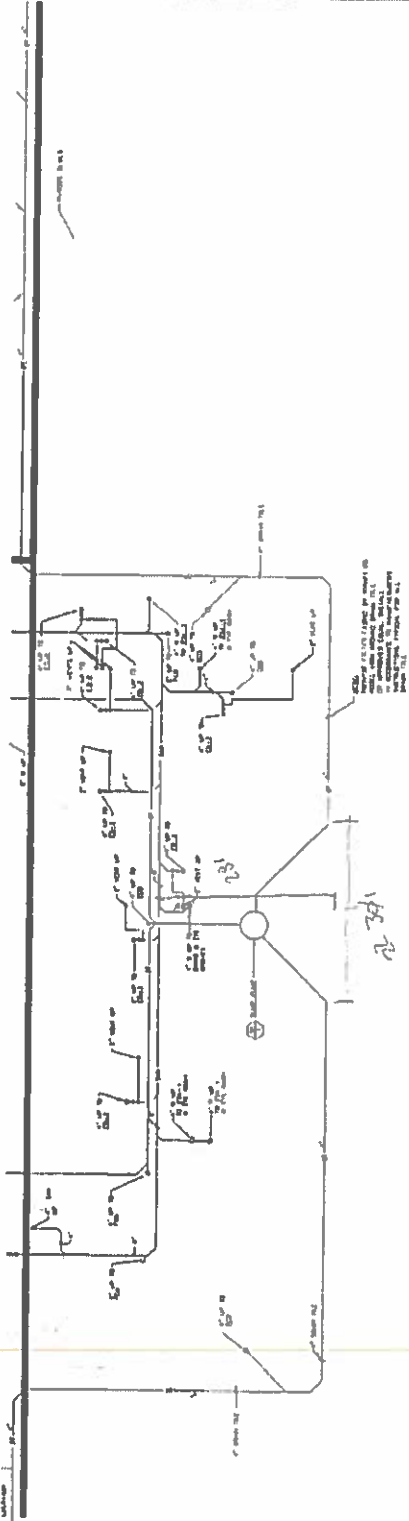
REVISIONS		DATE		BY		CHECKED		APPROVED	
No.	Description	MM	DD	Initials	Initials	Initials	Initials	Initials	Initials

<b>Holabird's Root</b> Architectural Engineering Division 1000 North Dearborn Street Chicago, Illinois 60610 Telephone: 312.467.1000 Fax: 312.467.1001		<b>NEW PUBLIC WORKS FACILITY</b> Project Name: _____ Project No.: _____ Date: _____ Scale: _____ Drawing No.: _____	
<b>PARTIAL MECHANICAL DUCTWORK PLAN 000 LEVEL, C</b> Sheet Name: _____ Drawing No.: _____		Project No.: _____ Date: _____ Scale: _____ Drawing No.: _____	



FOR REFERENCE ONLY,  
ALL EXISTING CONDITIONS  
TO BE VERIFIED IN FIELD



NOTES:
KEY NOTES:

23 | 242  
-14  
22

1 PARTIAL PLUMBING PLAN - 1st LEVEL

NEW PUBLIC WORKS FACILITY

PLUMBING PLAN UNDERGROUND

Sheet No. P1-UC

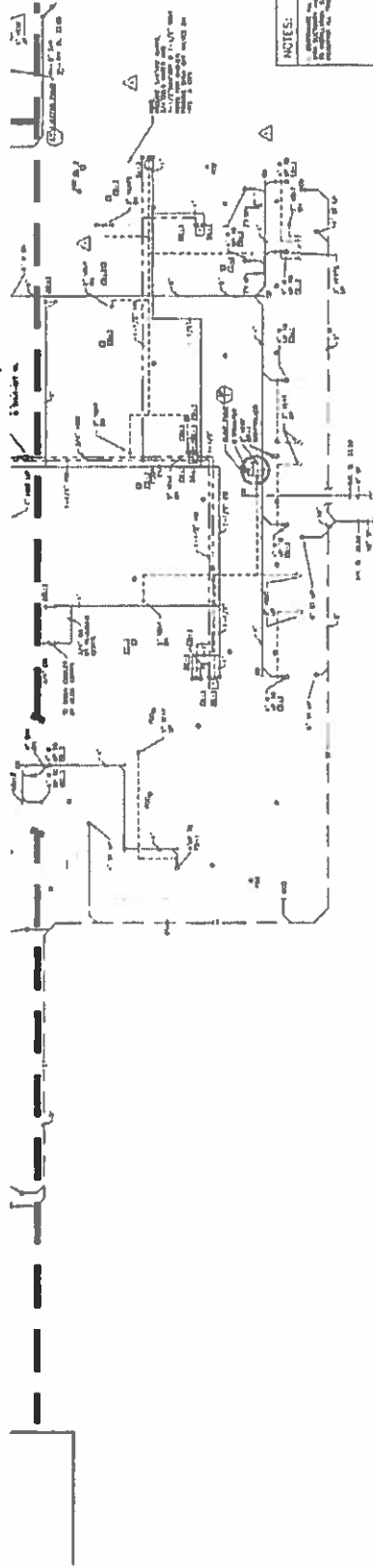
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Date	1/12/23
Drawn	
Checked	
Project No.	25
Sheet No.	P1-UC

**Holmberg, Root**  
Professional Engineering Institute  
1000 1st St. N.E.  
Fargo, ND 58103  
Phone: 701.785.1111  
Fax: 701.785.1112

No.	Date	Description
1	1/12/23	Issue
2	1/12/23	Revised
3	1/12/23	Revised
4	1/12/23	Revised
5	1/12/23	Revised

Author	
Checked	
Scale	1/8" = 1'-0"
Date	1/12/23
Sheet No.	P1-UC

FOR REFERENCE ONLY,  
ALL EXISTING CONDITIONS  
TO BE VERIFIED IN FIELD



NOTES:  
1. ALL EXISTING PIPING TO BE VERIFIED IN FIELD.  
2. ALL NEW PIPING TO BE INSTALLED AS SHOWN.  
3. ALL PIPING TO BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE PLUMBING CODES AND STANDARDS.

KEY NOTES

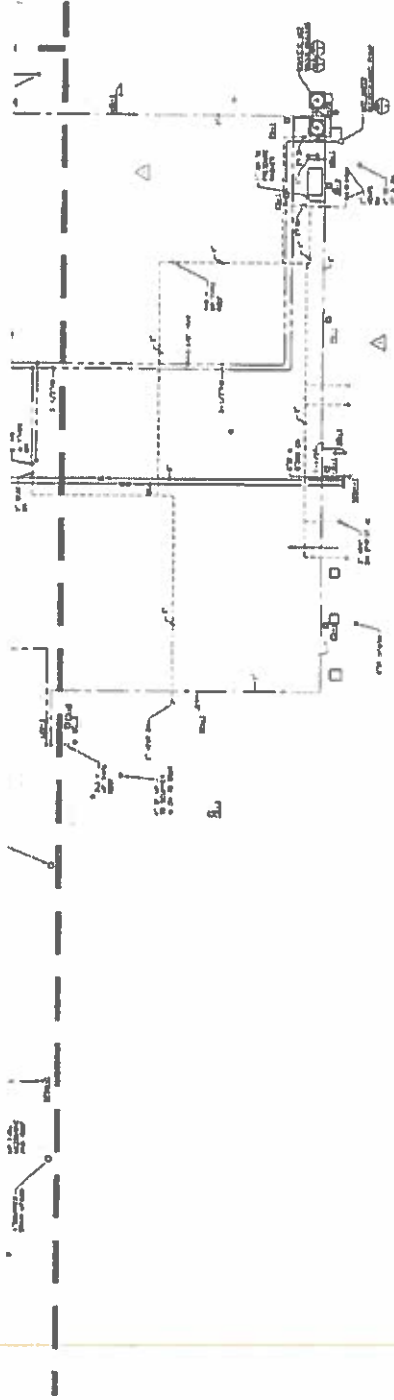
1 PARTIAL PLUMBING PLAN - 000 LEVEL



<b>Hobbs &amp; Root</b> Architects-Engineers-Plumbers 1000 West 10th Street Oklahoma City, Oklahoma 73106 Telephone: (405) 521-1111 Fax: (405) 521-1112		Project NEW PUBLIC WORKS FACILITY Drawing No. P2-0C
DATE: 01/17/98 DRAWN BY: J. H. HARRIS CHECKED BY: J. H. HARRIS IN CHARGE: J. H. HARRIS	SHEET NO. 1 OF 1 SCALE: 1/8" = 1'-0"	CLIENT: NEW PUBLIC WORKS FACILITY



**FOR REFERENCE ONLY,  
ALL EXISTING CONDITIONS  
TO BE VERIFIED IN FIELD**



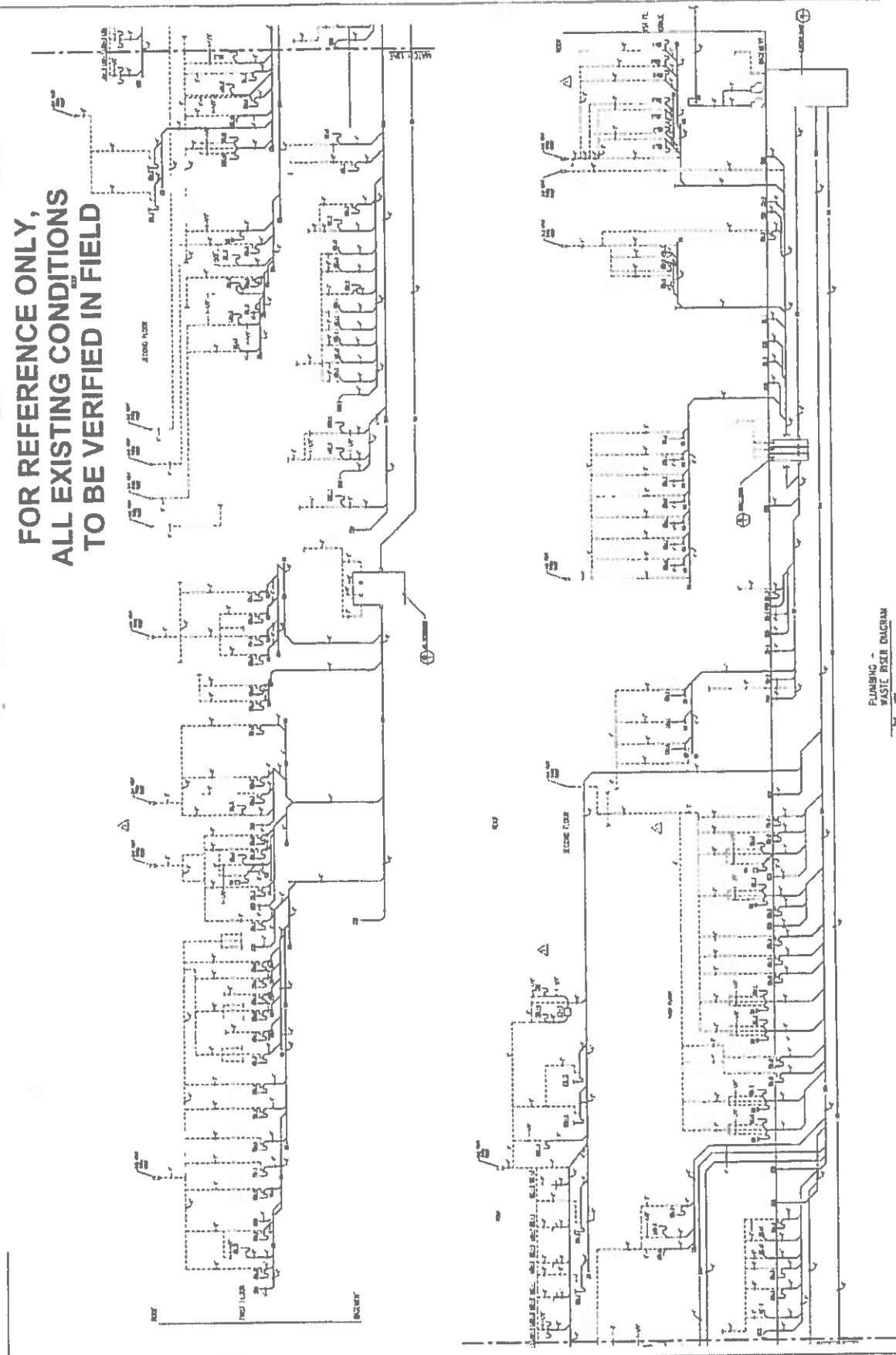
NOTES: 1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL PLUMBING CODE AND THE NATIONAL ELECTRICAL CODE.
KEY NOTES:



**1 PARTIAL PLUMBING PLAN - 100 LEVEL**

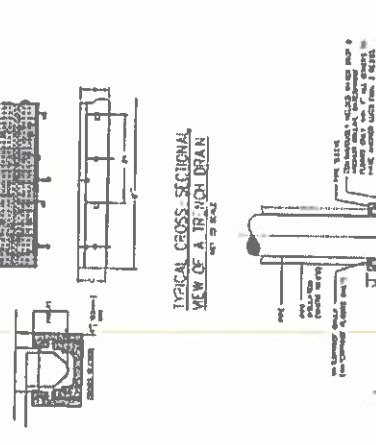
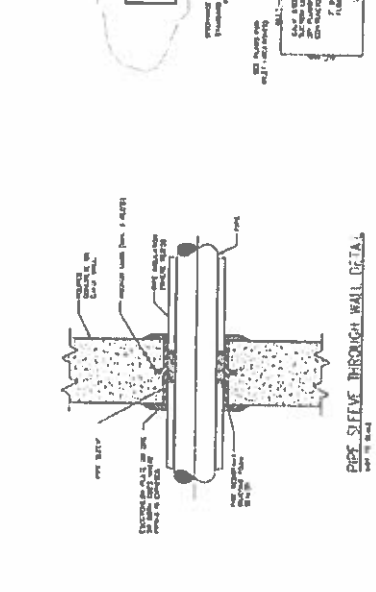
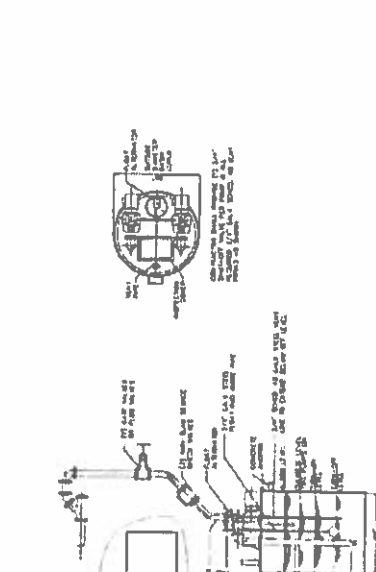
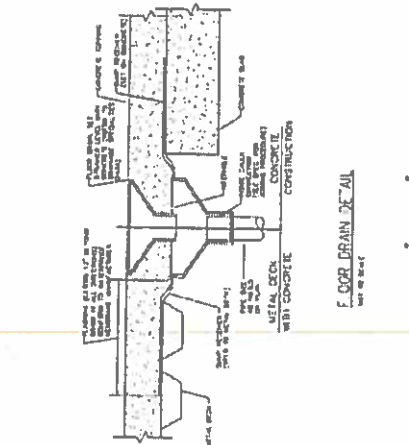
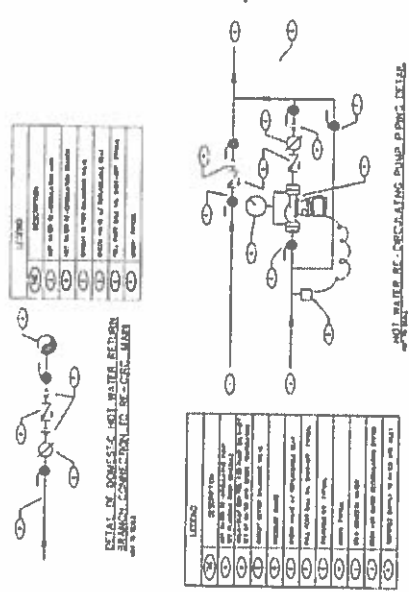
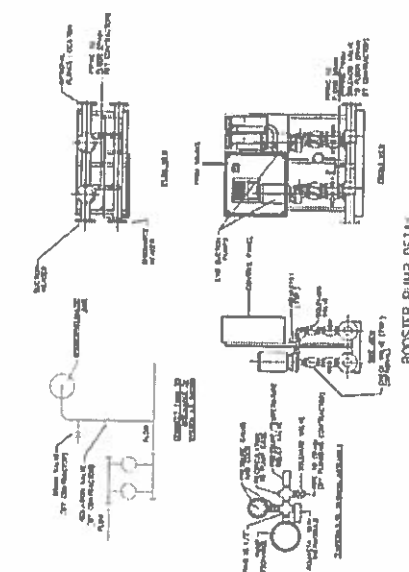
<b>Holdards &amp; Root</b> Architects/Engineers/Plumbers 10000 10th Avenue, Suite 100 Denver, CO 80202 Phone: 303.733.1111		Project No. 100-100 Date 1/15/10	
Project Name NEW PUBLIC WORKS FACILITY		Drawing No. PJ-100	
Scale 1/8" = 1'-0"		Sheet No. PJ-100	
Revision 1. 1/15/10		Date 1/15/10	
Description PARTIAL PLUMBING PLAN - 100 LEVEL		Drawing No. PJ-100	
Project No. 100-100		Date 1/15/10	

**FOR REFERENCE ONLY,  
ALL EXISTING CONDITIONS  
TO BE VERIFIED IN FIELD**



PLUMBING -  
WASTE RISER DIAGRAM

<p><b>Hobbs &amp; Root</b> Architect-Engineers 1000 North Main Street Denver, Colorado 80202 Phone: 333-1111 Fax: 333-1111</p>		<p><b>Project</b> NEW PUBLIC WORKS FACILITY Sheet No. P-6 Drawing No. P-6</p>	
<p>1. 12/15/01 2. 12/15/01 3. 12/15/01 4. 12/15/01 5. 12/15/01</p>	<p>1. 12/15/01 2. 12/15/01 3. 12/15/01 4. 12/15/01 5. 12/15/01</p>	<p>1. 12/15/01 2. 12/15/01 3. 12/15/01 4. 12/15/01 5. 12/15/01</p>	<p>1. 12/15/01 2. 12/15/01 3. 12/15/01 4. 12/15/01 5. 12/15/01</p>



**FOR REFERENCE ONLY,  
ALL EXISTING CONDITIONS  
TO BE VERIFIED IN FIELD**

**PIPE SLEEVE THROUGH WALL DETAIL**  
NOT TO SCALE

**C FLANGE TO GRADE**  
NOT TO SCALE

**THERMOSTATIC MIXING VALVE DETAIL**  
NOT TO SCALE

SYMBOL	DESCRIPTION
(Symbol)	PIPE
(Symbol)	VALVE
(Symbol)	CONNECTION
(Symbol)	WATER RECIRCULATING PUMP
(Symbol)	WATER RECIRCULATING PUMP PIPING
(Symbol)	WATER RECIRCULATING PUMP PIPING
(Symbol)	WATER RECIRCULATING PUMP PIPING
(Symbol)	WATER RECIRCULATING PUMP PIPING
(Symbol)	WATER RECIRCULATING PUMP PIPING
(Symbol)	WATER RECIRCULATING PUMP PIPING

SYMBOL	DESCRIPTION
(Symbol)	PIPE
(Symbol)	VALVE
(Symbol)	CONNECTION
(Symbol)	WATER RECIRCULATING PUMP
(Symbol)	WATER RECIRCULATING PUMP PIPING
(Symbol)	WATER RECIRCULATING PUMP PIPING
(Symbol)	WATER RECIRCULATING PUMP PIPING
(Symbol)	WATER RECIRCULATING PUMP PIPING
(Symbol)	WATER RECIRCULATING PUMP PIPING
(Symbol)	WATER RECIRCULATING PUMP PIPING

<p>DATE: 11/15/2011          PROJECT: NEW PUBLIC HOUSING FACILITY          SHEET: PLUMBING DETAILS          DRAWING NO: 10-2</p>																
<p>REVISIONS</p> <table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>11/15/2011</td> <td>ISSUED FOR BIDDING</td> </tr> <tr> <td>2</td> <td>11/15/2011</td> <td>FOR CONSTRUCTION</td> </tr> <tr> <td>3</td> <td>11/15/2011</td> <td>FOR CONSTRUCTION</td> </tr> <tr> <td>4</td> <td>11/15/2011</td> <td>FOR CONSTRUCTION</td> </tr> </tbody> </table>	NO.	DATE	DESCRIPTION	1	11/15/2011	ISSUED FOR BIDDING	2	11/15/2011	FOR CONSTRUCTION	3	11/15/2011	FOR CONSTRUCTION	4	11/15/2011	FOR CONSTRUCTION	<p>DESIGNER: [Name]          CHECKED: [Name]          IN CHARGE: [Name]</p>
NO.	DATE	DESCRIPTION														
1	11/15/2011	ISSUED FOR BIDDING														
2	11/15/2011	FOR CONSTRUCTION														
3	11/15/2011	FOR CONSTRUCTION														
4	11/15/2011	FOR CONSTRUCTION														
<p>PROJECT: NEW PUBLIC HOUSING FACILITY          SHEET: PLUMBING DETAILS          DRAWING NO: 10-2</p>																

**FOR REFERENCE ONLY,  
ALL EXISTING CONDITIONS  
TO BE VERIFIED IN FIELD**

**SHEET NOTES**

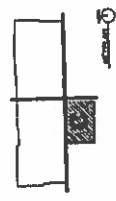
1. GENERAL AND SPECIAL NOTES TO BE REFERRED TO IN THE DRAWING.
2. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE ALARM AND SIGNALING CODE (NFPA 72).
3. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE ALARM AND SIGNALING CODE (NFPA 72).
4. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE ALARM AND SIGNALING CODE (NFPA 72).
5. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE ALARM AND SIGNALING CODE (NFPA 72).
6. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE ALARM AND SIGNALING CODE (NFPA 72).
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11. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE ALARM AND SIGNALING CODE (NFPA 72).
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20. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE ALARM AND SIGNALING CODE (NFPA 72).

20 phones  
18 data  
Speakers 7

**KEY**



1 PARTIAL POWER PLAN - 000 LEVEL



<p><b>PROJECT INFORMATION</b></p> <p>PROJECT NO. 15-DC</p> <p>DATE: 10/1/72</p>		<p><b>CLIENT INFORMATION</b></p> <p>CLIENT: [Name]</p> <p>ADDRESS: [Address]</p>		<p><b>DESIGNER INFORMATION</b></p> <p>DESIGNER: [Name]</p> <p>ADDRESS: [Address]</p>		<p><b>REVISIONS</b></p> <table border="1"> <tr> <th>No.</th> <th>Date</th> <th>Description</th> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>		No.	Date	Description						
No.	Date	Description														
<p><b>GENERAL NOTES</b></p> <p>1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE ALARM AND SIGNALING CODE (NFPA 72).</p>		<p><b>PERMITS</b></p> <p>PERMIT NO. [Number]</p> <p>ISSUED: [Date]</p>		<p><b>APPROVALS</b></p> <p>DESIGNER: [Signature]</p> <p>CLIENT: [Signature]</p>		<p><b>PROJECT LOCATION</b></p> <p>ADDRESS: [Address]</p> <p>CITY: [City]</p>										
<p><b>PROJECT TITLE</b></p> <p>PARTIAL POWER PLAN - 000 LEVEL</p>		<p><b>PROJECT NO.</b></p> <p>15-DC</p>		<p><b>DATE</b></p> <p>10/1/72</p>		<p><b>PROJECT STATUS</b></p> <p>DESIGNED</p>										

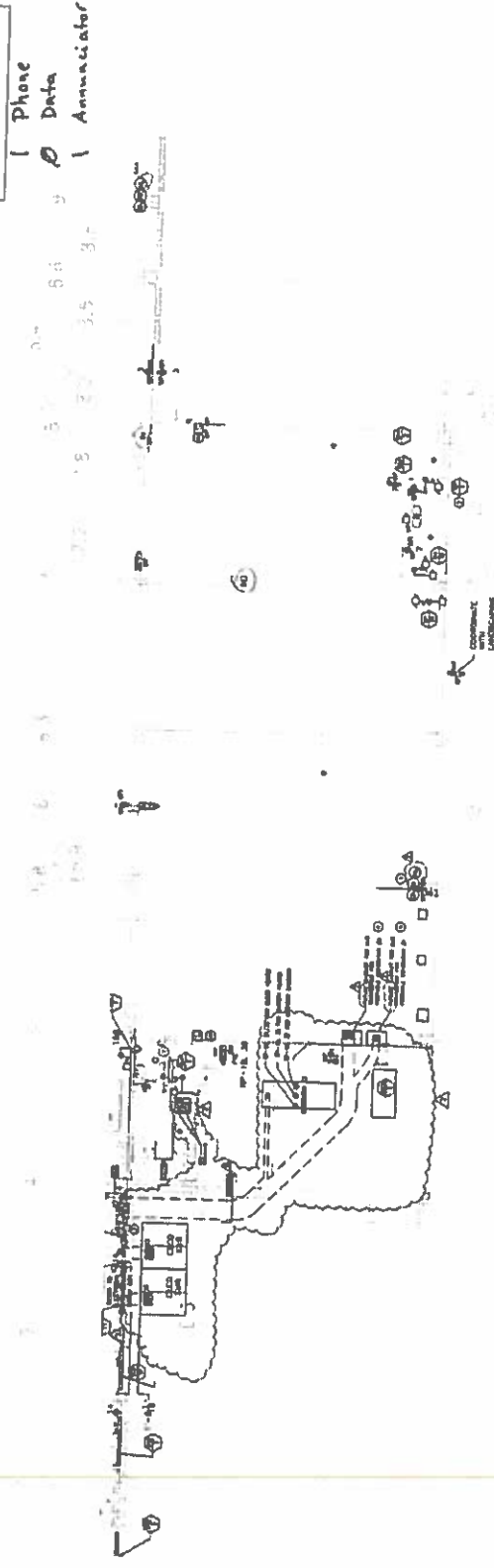
**KEY NOTES**

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF CHICAGO ELECTRICAL CODE AND THE NATIONAL ELECTRICAL CODE.
2. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF CHICAGO MECHANICAL CODE AND THE NATIONAL MECHANICAL CODE.
3. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF CHICAGO PLUMBING CODE AND THE NATIONAL PLUMBING CODE.
4. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF CHICAGO GAS CODE AND THE NATIONAL GAS CODE.
5. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF CHICAGO FIRE CODE AND THE NATIONAL FIRE CODE.
6. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF CHICAGO BUILDING CODE AND THE NATIONAL BUILDING CODE.
7. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF CHICAGO SAFETY CODE AND THE NATIONAL SAFETY CODE.
8. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF CHICAGO HEALTH CODE AND THE NATIONAL HEALTH CODE.
9. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF CHICAGO ENVIRONMENTAL CODE AND THE NATIONAL ENVIRONMENTAL CODE.
10. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF CHICAGO COMMUNITY DEVELOPMENT CODE AND THE NATIONAL COMMUNITY DEVELOPMENT CODE.

**KEY NOTES**

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF CHICAGO ELECTRICAL CODE AND THE NATIONAL ELECTRICAL CODE.
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10. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF CHICAGO COMMUNITY DEVELOPMENT CODE AND THE NATIONAL COMMUNITY DEVELOPMENT CODE.

**2 POWER PLAN - MEZZANINE SOUTH**  
DATE: 10/21/04



**1 PARTIAL POWER PLAN - 100 LEVEL**  
DATE: 10/21/04

**FOR REFERENCE ONLY,  
ALL EXISTING CONDITIONS  
TO BE VERIFIED IN FIELD**

PROJECT INFORMATION		REVISIONS		DATE	
PROJECT NO.	100-100-001	NO.	1	DATE	10/21/04
PROJECT NAME	PARTIAL POWER AND ACCESSORIES SYS. PLAN 100 LEVEL	NO.	2	DATE	10/21/04
CLIENT	NEW PUBLIC WORKS FACILITY	NO.	3	DATE	10/21/04
DESIGNER	ARCHITECT	NO.	4	DATE	10/21/04
DRAWN BY		NO.	5	DATE	10/21/04
CHECKED BY		NO.	6	DATE	10/21/04
APPROVED BY		NO.	7	DATE	10/21/04
SCALE	AS SHOWN	NO.	8	DATE	10/21/04
DATE	10/21/04	NO.	9	DATE	10/21/04
PROJECT LOCATION	100 LEVEL	NO.	10	DATE	10/21/04
PROJECT DESCRIPTION	PARTIAL POWER AND ACCESSORIES SYS. PLAN 100 LEVEL	NO.	11	DATE	10/21/04
PROJECT OWNER	NEW PUBLIC WORKS FACILITY	NO.	12	DATE	10/21/04
PROJECT ARCHITECT	ARCHITECT	NO.	13	DATE	10/21/04
PROJECT ENGINEER	ARCHITECT	NO.	14	DATE	10/21/04
PROJECT CONTRACTOR	ARCHITECT	NO.	15	DATE	10/21/04
PROJECT SUBMITTER	ARCHITECT	NO.	16	DATE	10/21/04
PROJECT REVIEWER	ARCHITECT	NO.	17	DATE	10/21/04
PROJECT APPROVER	ARCHITECT	NO.	18	DATE	10/21/04
PROJECT SEAL	ARCHITECT	NO.	19	DATE	10/21/04
PROJECT SIGNATURE	ARCHITECT	NO.	20	DATE	10/21/04



**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 Proposal:** \$ \_\_\_\_\_

*If proposing any alternates based on anything that could potentially be improved on, please list below along with alternate cost.*

*List Alternates (if any) or include as separate attachment:*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Alternate(s) Cost:** \$ \_\_\_\_\_

**24-Hour Emergency Call-back Number:**

(\_\_\_\_) \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Proposal Signature:** \_\_\_\_\_

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: \_\_\_\_\_/\_\_\_\_\_/2022 \_\_\_\_\_

Organization Name  
(Seal - If Corporation)

By:

\_\_\_\_\_  
Authorized Signature Address

Telephone: \_\_\_\_\_  
Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_,  
2022.

\_\_\_\_\_ in the State of \_\_\_\_\_. My  
Commission  
Notary Public

Expires on \_\_\_\_/\_\_\_\_/\_\_\_\_\_

Complete Applicable Paragraph Below

(a) Corporation

The contractor is a corporation, which operates under the legal name of \_\_\_\_\_ and is organized and existing under the laws of the State of \_\_\_\_\_. The full names of its Officers are:

President \_\_\_\_\_

Secretary \_\_\_\_\_

Treasurer \_\_\_\_\_

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**

**MUNICIPALITY**

**ADDRESS**

**CONTACT**

**PHONE**

**WORK  
PERFORMED**

**MUNICIPALITY**

**ADDRESS**

**CONTACT**

**PHONE**

**WORK  
PERFORMED**

**MUNICIPALITY**

**ADDRESS**

**CONTACT**

**PHONE**

**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 \_\_\_\_\_, 2022.

\_\_\_\_\_  
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 \_\_\_\_\_, 2022.

\_\_\_\_\_  
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

**SECTION VIII**  
**PROPOSAL BOND**

WE \_\_\_\_\_  
as PRINCIPAL, and \_\_\_\_\_  
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 \_\_\_\_\_ day of \_\_\_\_\_ A.D. 2022.

PRINCIPAL

\_\_\_\_\_  
(Company Name) (Company Name)

By: \_\_\_\_\_ 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  
\_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public

**NAME OF SURETY**

By: \_\_\_\_\_  
Signature of Attorney-in-Fact

subscribed to and sworn before me on the  
\_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
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 \_\_\_\_\_, 2022.

**NAME OF PRINCIPAL**

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Printed Name

Its: \_\_\_\_\_  
Title

Subscribed to and Sworn before me on the  
\_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public

**NAME OF SURETY**

By: \_\_\_\_\_  
Signature of Attorney-in-Fact

Subscribed to and Sworn before me on the  
\_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
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 affiliates<sup>1</sup> 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 \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public

- Notary Public Seal -

<sup>1</sup> 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	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 \_\_\_\_\_, 2022.

\_\_\_\_\_  
 ( 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 Public Works Center Wash Bay Drainage Improvements**  
**Proposal Number: 22-134**  
**Issuance Date: 12/14/2022**

Comments:

Signed: \_\_\_\_\_

Phone: \_\_\_\_\_



**SAMPLE ONLY**  
**INDEPENDENT CONTRACTOR AGREEMENT**

THIS INDEPENDENT CONTRACTOR AGREEMENT ("Contract") is entered into on the \_\_\_\_\_ day of \_\_\_\_\_ 2022, 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 31<sup>st</sup>, 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: [villagemanager@oak-park.us](mailto:villagemanager@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: \_\_\_\_\_, 2022

Date: \_\_\_\_\_, 2022

**ATTEST**

**ATTEST**

\_\_\_\_\_  
By:  
Its: Village Clerk

\_\_\_\_\_  
By:  
Its:

Date: \_\_\_\_\_, 2022

Date: \_\_\_\_\_, 2022





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/10/2023

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

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

<b>PRODUCER</b> Ledgestone Associates, LLC 410 N. Main Street East Peoria IL 61611	<b>CONTACT NAME:</b> Nate Heindl <b>PHONE (A/C No, Ext):</b> 309-657-9971 <b>E-MAIL ADDRESS:</b> Nate@ledgestone.com	<b>FAX (A/C, No):</b> 309-657-9971
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> D Kersey Construction Co 4130 Timberlane Drive Northbrook IL 60062	<b>License#:</b> 19502006 DKERSEY-01	<b>INSURER A:</b> Erie Insurance Exchange <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

**COVERAGES**

CERTIFICATE NUMBER: 1462136458

REVISION NUMBER:

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


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	Q39-0154208	3/1/2022	3/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			Q03-0123368	3/1/2022	3/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			Q27-0171734	3/1/2022	3/1/2023	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	Q87-0103376	3/1/2022	3/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Project: Village of Oak Park Public Works Center Wash Bay Renovations  
 The Village of Oak Park and "Non-Signatories" are added as additional insureds on the General Liability policy on a primary and noncontributory basis for ongoing operations with Waiver of Subrogation only if the conditions of policy forms ULRH and FX0003 (attached) are fully met. Definitions: Signatory - A direct reference to the entity party to the contract executed with the insured. Non-Signatories - References other entities listed within the contract, other than the Signatory, requesting additional insured status, including but not limited to project owners, architects, engineers, etc.

Should any of the above described policies be canceled before the expiration date, the issue company shall mail thirty (30) days written notice to the certificate holder named to the left.

**CERTIFICATE HOLDER****CANCELLATION**

Village of Oak Park 123 Madison St. Oak Park IL 60302	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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