

SKYLIGHT REPAIR PROJECT POLICE DEPARTMENT CONTRACT

Skylight Repair Project Police Department (the “**Contract**”) is entered between the Village of Buffalo Grove (hereinafter the “**Village**” or “**Owner**”), an Illinois home-rule unit of government, and Otto Baum Company, Inc [Corporation] (hereinafter the “**Contractor**”) on this 26th day of September 2022 (the “**Effective Date**”). The Village and the Contractor are hereinafter sometimes collectively referred to as the “**Parties**” and individually as a “**Party**”.

RECITALS

WHEREAS, the Village has solicited bids for the Work (defined below), Contractor has submitted a bid for the Work and Village has selected Contractor for the Work based on their bid; and

WHEREAS, the Contractor wishes to enter into this Contract with the Village and the Village wishes to enter into this Contract with the Contractor for the Work;

NOW THEREFORE, for and in consideration of the mutual covenants and promises herein contained, the adequacy and sufficiency of which are hereby acknowledged by the Parties, it is agreed as follows:

ARTICLE I - WORK TO BE DONE BY THE CONTRACTOR

The Village does hereby hire and contract with the Contractor to provide all the labor, equipment, materials and/or services described more thoroughly on Contract **Exhibit A** (the “**Work**”) which is incorporated into the Contract by this reference.

ARTICLE II - CONTRACT DOCUMENTS

The following exhibits are attached hereto and incorporated herein by this reference:

- Contract Exhibit A – Description of the Work**
- Contract Exhibit B – Schedule of Prices**
- Contract Exhibit C – Performance Bond**
- Contract Exhibit D – Partial Lien Waiver**
- Contract Exhibit E – Final Lien Waiver**

If any term or provision of this Contract shall conflict with any term or provision of the exhibits referenced above, the terms and provisions of the exhibit shall control.

ARTICLE III - CONTRACT AMOUNT

The Village agrees to pay the Contractor for the proper and timely performance of the Work in strict accordance with this Contract as detailed in **Contract Exhibit B** (the “**Schedule of Prices**”) Unless explicitly provided otherwise in this Contract, the detailed sums shall be the full and exclusive compensation owed to the Contractor for the Work; and Contractor may not seek additional payments from the Village.

The Village of Buffalo Grove reserves the right to reject a proposed price increase and terminate the Contract.

ARTICLE IV – APPLICATION FOR PAYMENT

The Contractor shall be paid at most once a month and only after providing the Village the following:

1. An executed and notarized Contractor's Sworn Statement in a form similar to AIA G702 or AIA G703;
2. Either a partial or final lien waiver from every subcontractor, sub-subcontractor, or materialman in substantially the same form as attached here as **Contract Exhibit D** and **Contract Exhibit E**;
3. Certified payroll necessary for the Prevailing Wage Act; and

All payments under this Contract must be approved by the Village's Board at regularly scheduled meetings. The Village reserves the right to request any receipts, invoices, proof of payments as the Village, in its sole discretion, may deem necessary to justify the payment requested *prior* to paying the requested payment. The Contractor shall furnish with his final application for payment a Final Lien Waiver from itself and, if not already provided, from every subcontractor and materialman of the Work.

The Contractor acknowledges that the Village is a unit of local government and that all payments under the Contract are subject to the Local Government Prompt Payment Act, 50 ILCS 505 et seq. To that extent, the Village shall have forty-five calendar (45) days from receipt of a bill or invoice to pay the same before it is considered late under the Contract. Interest, if any, charged for any late payments will be subject to the interest rate caps specified in the Prompt Payment Act.

ARTICLE V – CONTRACT TIME

The Contractor shall fully, and not substantially, complete all the Work and the Work shall be accepted by the Director of Public Works, provided that acceptance by the Director of Public Works shall not be unreasonably delayed, on or before 10/31/2022.

If the Contractor shall fail to complete the work within the Contract Time which shall include any proper extension granted by the Village, the Contractor shall pay to the Village an amount equal to **Seven Hundred Fifty dollars (\$750)** per calendar day for each day past the Contract Time until final acceptance by the Village, as liquidated damages and not as a penalty.

Termination of Contract. The Contract may be terminated, in whole or in part, by either party if the other party substantially fails to fulfill its obligations under the Contract through no fault of the terminating party; or the Village may terminate the Contract, in whole or in part, for its convenience. However, no such termination may be affected unless the terminating party gives the other party: (1) not less than thirty (30) calendar days written notice by certified mail of intent to terminate, and (2) an opportunity for a meeting with the terminating party before termination.

ARTICLE VI – PERFORMANCE BOND

The Contractor shall provide the Village with a performance bond in substantially the same form as on **Contract Exhibit C** (the "**Performance Bond**") prior to Contractor beginning any Work and within 10 calendar days of the Notice of Award sent to the Contractor.

ARTICLE VII – ACCIDENT PREVENTION

The Contractor shall exercise every precaution at all times to protect itself, the property of the Village and the property of others. The safety provision of all applicable laws and ordinances shall be strictly observed by the Contractor at all times. Any practice deemed hazardous or dangerous by the Director of Public Works or his authorized representatives shall be immediately discontinued by the Contractor upon receipt of instructions from the Director of Public Works or his authorized representatives. To the fullest extent permitted by law, the Contractor shall be solely responsible for all safety-related matters.

ARTICLE VIII – INDEMNIFICATION

To the fullest extent permitted by law, the Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the Village, its elected and appointed officials, agents, employees and volunteers and others working on behalf of the Village against any and all claims, demands, suits or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the Village, its elected and appointed officials, agents, employees and volunteers and others working on behalf of the Village, by reason of personal injury, including bodily injury and death, and/or property damage, whether damage to property of the Village or of a third party, including loss of use thereof, which arises out of or is in any way connected or associated with the Contract and the Work.

ARTICLE IX – INSURANCE

Contractor shall procure and maintain, for the duration of the Contract and any maintenance period, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance: Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village of Buffalo Grove named as additional insured on a primary and non-contributory basis. This primary, non-contributory additional insured coverage shall be confirmed through the following required policy endorsements: ISO Additional Insured Endorsement CG 20 10 or CG 20 26 and CG 20 01 04 13

1. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village named as additional insured, on a form at least as broad as the ISO Additional Insured Endorsement CG 2010 and CG 2026
2. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."
3. Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.
4. ~~Owners and Contractors Protective Liability (OCP) policy with the Village of Buffalo Grove as insured.~~
5. Builder Risk Property Coverage with Village as loss payee

TB

B. Minimum Limits of Insurance: Contractor shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.
2. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.
4. ~~Owners and Contractors Protective Liability (OCP): \$1,000,000 combined single limit per occurrence for bodily injury and property damage.~~
5. Builder's Risk: Shall insure against "All Risk" of physical damage, including water damage (flood and hydrostatic pressure not excluded), on a completed replacement cost basis.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as it respects the Village, its officials, agents, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages:
 - a. The Village, its officials, agents, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officials, agents, employees and volunteers.
2. The Contractor's insurance coverage shall be primary and non-contributory as respects the Village, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the Village, its officials, agents, employees and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials, agents, employees and volunteers.
4. The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Contractor shall be required to name the Village, its officials, employees, agents and volunteers as additional insureds
6. All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
7. The contractor and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Village. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as Kotecki v. Cyclops Welding.

E. All Coverages:

1. No Waiver. Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:
 - a. Allowing work by Contractor or any subcontractor to start before receipt of Certificates of Insurance and Additional Insured Endorsements.
 - b. Failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance and Additional Insured Endorsement received.
2. Each insurance policy required shall have the Village expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

F. Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

G. Verification of Coverage

Contractor shall furnish the Village with certificates of insurance naming the Village, its officials, agents, employees, and volunteers as additional insured's and with original endorsements, affecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Village before any work commences. The Village reserves the right to request full certified copies of the insurance policies and endorsements.

The Certificate of Insurance shall state the Village of Buffalo Grove has been endorsed as an "additional insured" by the Vendor's insurance carrier. Specifically, this Certificate must include the following language: **"The Village of Buffalo Grove, and it's respective elected and appointed officials, employees, agents, consultants, attorneys and representatives, are, and have been endorsed, as an additional insured under the above reference policy number _____ on a primary and non-contributory basis for general liability and automobile liability coverage for the duration of the agreement term."**

H. Subcontractors

Contractor shall include all subcontractors as insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.

I. Assumption of Liability

The contractor assumes liability for all injury to or death of any person or persons including employees of the contractor, any subcontractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to the Contract.

J. Workers' Compensation and Employers' Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Village of Buffalo Grove, its officials, employees, agents and volunteers for losses arising from work performed by Contractor for the municipality.

K. Failure to Comply

In the event the Contractor fails to obtain or maintain any insurance coverage's required under this contract, The Village may purchase such insurance coverage's and charge the expense thereof to the Contractor.

ARTICLE X – CERTIFICATE OF AUTHORITY AND SURETY CERTIFICATE

The Contractor shall furnish the Village with a current Certificate of Authority or Surety Certificate issued by the Illinois Department of Insurance for the bonding company and insurance company they are using. In lieu of a Certificate of Authority of Surety Certificate, the Contractor may provide certificate of good standing from the Illinois Department of Insurance's website.

ARTICLE XI – COPYRIGHTS AND LICENSES

The Contractor agrees that all documents of any kind whatsoever, and in whatever medium expressed, prepared by the Contractor and the Contractor's consultants in connection with the Work (collectively, the "**Documents**") or otherwise pursuant to this Contract and all rights therein (including trademarks, trade names, rights or use, copyrights and/or other proprietary rights) shall be and remain the sole property of the Village (regardless of whether the Village or the Contractor terminates this Contract for any reason whatsoever). The Contractor hereby agrees that the Documents are or shall be deemed to be "Works for Hire" within the meaning of Section 101 of the Copyright Act, and the Contractor hereby assigns to the Village all right, title and interest therein. Notwithstanding, the Contractor shall indemnify and hold harmless the Village, its appointed and elected officials, employees, agents and volunteers from and against all claims, damages, losses, and expenses (including attorneys' fees and court and arbitration costs) arising out of any infringement of patent rights or copyrights incident to the Documents and the Work.

ARTICLE XII – NOTICE

All notices, demands, requests, consents, approvals and other communications required or permitted to be given hereunder (a “**Notice**”) shall be in writing and shall be deemed effective three (3) business days after mailing if mailed by certified mail with return receipt requested and immediately if served personally, and shall be addressed to the following:

IF TO THE VILLAGE: Village of Buffalo Grove
51 Raupp Blvd
Buffalo Grove, IL 60089
ATTN: Director of Public Works

IF TO THE CONTRACTOR: Otto Baum Company, Inc
866 N. Main St.
Morton, IL 61550
ATTN: _____

ARTICLE XIII – CHANGE ORDERS

If the Village requests any change to the Work the Village shall do so by delivering Notice of the same to the Contractor and the change requested by the Village shall be effective upon receipt of the Notice by the Contractor. The Contractor may propose a change to the Work by delivering Notice of the proposed change along with a description of the changes full effect on the Work to the Village; provided, such requested change shall not be deemed accepted until the Village has delivered to the Contractor Notice of the same. Prior to approving a proposed change to the Work by the Contractor, the Village may request such additional documentation as it deems necessary to investigate the proposed change. The Contractor shall be responsible for informing all its employees and subcontractors of any changes to the Work, whether such change is requested by the Contractor or the Village.

ARTICLE XIV – NOTICE OF STARTING WORK

The Contractor shall provide Notice to the Village prior to the Contractor, or its employees or subcontractors, starting the Work or any phase of the Work.

ARTICLE XV – SEQUENCE OF THE WORK

The Director of Public Works shall have the power to direct the order and sequence of the Work. On any major portion of the Work, all accessories shall be set coincident with the main construction. Payment for major portions of the Work may be withheld until proper completion of accessories.

ARTICLE XVI – SUPERVISION

The Director of Public Works shall have override power to superintend and direct the Work, and the Contractor shall perform all of the Work herein specified to the satisfaction, approval and acceptance of the Director of Public Works. The Contractor shall have at all times a competent foreman or superintendent at the Work's site, who shall have full authority to act for the Contractor and to receive and execute orders from the Director of Public Works, and any instructions given to such superintendent or person, executing work for the Contractor, shall be binding on the Contractor as though it was personally given to the Contractor.

ARTICLE XVII – STANDARD OF WORK AND WORKERS

The Contractor shall employ competent staff and shall discharge, at the request of the Director of Public Works, any incompetent, unfaithful, abusive or disorderly workers in its employ. Where experts or skilled workers must be employed, only expert or skilled workers shall be employed.

ARTICLE XVIII – CONDITIONS OF THE WORK SITE

The Contractor shall provide and maintain such sanitary accommodations for the use of its employees as may be necessary to comply with the State and local Board of Health requirements. Public nuisances will not be permitted. The Contractor shall leave said Work's site(s) in the best possible condition to the complete satisfaction of the Director of Public Works. No vehicles of any kind shall be placed, parked, or operated upon any grass areas at any time except as authorized by the Director of Public Works or his authorized representative. Further, the Contractor shall exercise every precaution for the protection of all persons and all property. The safety provisions of all-applicable laws and ordinances shall be strictly observed. Any practice hazardous in the opinion of the Director of Public Works or his authorized representatives shall be immediately discontinued by the Contractor upon his receipt of instructions from the Director of Public Works or his authorized representative. To the maximum extent permitted by law, the Contractor shall be responsible for all safety-related matters.

ARTICLE XIX – WARRANTY PERIOD

All material and workmanship shall be warranted and guaranteed according to manufacturer's recommendation after inspection and approval by the Director of Public Works or his designated representative. All work performed by the Contractor shall be warranted by the Contractor following completion and final acceptance of the Work for a period of twenty-four (24) months from the date of final, and not substantial, completion.

ARTICLE XX – ACCIDENTS

In the event of any accident of any kind that involves the general public or property of the Village or a third party, the Contractor shall immediately notify the Director of Public Works by phone as well as provide Notice of the same. The Notice shall include a full accounting of all details of the accident. The Contractor shall furnish the Village with copies of all reports of such accidents at the same time that the reports are forwarded to any other interested parties.

ARTICLE XXI – NO ASSIGNMENT

If the Contractor sublets or assigns any part of the Work then the Contractor shall not under any circumstances be relieved of its liabilities hereunder. All transactions of the Village shall be with the Contractor. Subcontractors shall be recognized only in the capacity of employees or workmen and shall be subject to the same requirements as to character and competence. The Contractor shall not assign, transfer, convey, sell or otherwise dispose of the whole or any part of this Contract to any person, firm or corporation without written consent of the Director of Public Works or his authorized representative.

ARTICLE XXII – DEFAULT

The following shall constitute a default an “**Event of Default**” by the Contractor under this Contract:

- A. If the Contractor shall fail to strictly observe or perform one or more of the terms, conditions, covenants and agreements of this Contract;
- B. If there shall be placed on any property owned by the Village any mechanics’, materialmens’ or suppliers’ lien;
- C. If there shall be instituted any proceeding against the Contractor seeking liquidation, dissolution or similar relief and the same shall not be dismissed within forty-five (45) calendar days;
- D. If there shall be appointed any trustee, receiver or liquidator of the Contractor and such appointment shall not have been vacated within forty-five (45) calendar days; and
- E. If the Contractor fails to maintain or obtain any and all permits, licenses and the like, if any, required by the Village, State or Federal governments for the Work.

Upon any Event of Default the Village shall have the option of (i) terminating the Contract; (ii) pursuing any remedy available to it at law or in equity; or (iii) pursuing both simultaneously. In addition, upon an Event of Default, the Village may withhold payments due to the Contractor until it has hired a replacement of the Contractor and deducted all costs of hiring a replacement.

ARTICLE XXIII – DELAYS

The Contractor shall not be liable in damages for delays in performance when such delay is the result of fire, flood, strike, acts of God, or by any other circumstances which are beyond the control of the Contractor; provided, however, under such circumstances the Village may, at its option, cancel the Contract.

ARTICLE XXIV – COMPLIANCE WITH LAWS

The Contractor shall comply with all applicable laws, regulations and rules promulgated by any federal, state, local, or other governmental authority or regulatory body pertaining to all aspects of the Work, now in effect, or which may become in effect during the performance of the Work. The scope of the laws, regulations, and rules referred to in this paragraph includes, but is in no way limited to, the Illinois Human Rights Act, Illinois Equal Pay Act of 2003, Occupational Safety & Health Act along with the standards and regulations promulgated pursuant thereto (including but not limited to those safety requirements involving work on elevated platforms), all forms of traffic regulations, public utility, Interstate and Intrastate Commerce Commission regulations, Workers’ Compensation Laws, Public Construction Bond Act, Public Works Preference Act, Employment of Illinois Workers

on Public Works Act, USA Security Act, federal Social Security Act (and any of its titles), and any other law, rule or regulation of the Illinois Department of Labor, Department of Transportation, Illinois Environmental Protection Act, Illinois Department of Natural Resources, Illinois Department of Human Rights, Human Rights Commission, EEOC, and the Village of Buffalo Grove. Notwithstanding the following, the Contractor shall particularly note that:

A. NO DISCRIMINATION – The Contractor shall comply with the provisions of the Illinois Public Works Employment Discrimination Act and the Illinois Human Rights Act/Equal Opportunity Clause which, pursuant to Illinois law, are deemed to be part of this Contract.

B. FREEDOM OF INFORMATION - The Contractor agrees to furnish all documentation related to the Contract, the Work and any documentation related to the Village required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) (“**FOIA**”) request within five (5) calendar days after the Village issues Notice of such request to the Contractor. The Contractor agrees to defend, indemnify and hold harmless the Village, and agrees to pay all reasonable costs connected therewith (including, but not limited to attorney’s and witness fees, filing fees and any other expenses) for the Village to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from Contractor’s actual or alleged violation of FOIA or the Contractor’s failure to furnish all documentation related to a FOIA request within five (5) calendar days after Notice from the Village for the same. Furthermore, should the Contractor request that the Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Contractor agrees to pay all costs connected therewith (such as attorneys' and witness fees, filing fees and any other expenses) to defend the denial of the request. This defense shall include, but not be limited to, any challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction.

C. ILLINOIS WORKERS ON PUBLIC WORKS ACT - To the extent applicable, the Contractor shall comply with the Illinois Workers on Public Works Act, 30 ILCS 570/1 et seq., and shall provide to the Village any supporting documentation necessary to show such compliance.

D. NOT A BLOCKED PERSON - The Contractor affirms and covenants that neither the Contractor nor any individual employed by the Contractor for this Work or under this Contract is a person forbidden from doing business with a unit of local government under Executive Order No. 13224 (Sept 23, 2001), 66 Fed.Reg. 49,079 (Sept 23, 2001) or is a person registered on the Specially Designated Nationals and Blocked Persons List. The Contractor shall indemnify the Village from all costs associated with failure to comply with this paragraph.

E. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS ACT - The Contractor knows, understands and acknowledges its obligations under the Substance Abuse Prevention on Public Works Act (820 ILCS 265/1 et seq.), and shall comply and require all subcontractors and lower tiered contractors to comply with the requirements and provisions thereof.

F. PREVAILING WAGE ACT - The Village is an Illinois unit of local government and the Work hereunder is subject to the Illinois Prevailing Wage Act, 820 ILCS 130/0.01, etseq.

Pursuant to PA 100-1177 the Illinois Department of Labor (IDOL) has activated an electronic database (Payroll Portal) capable of accepting and retaining certified payrolls submitted under the State of Illinois Prevailing Wage Act (820 ILCS/130/1). All contractors and subcontractors completing work for the Village of Buffalo Grove pursuant to the Act must submit all certified payroll through the IDOL Payroll Portal.

Consequently, the Contractor and each subcontractor shall submit with their application for payment(s) the email certification received from their IDOL Payroll Portal submittal with each of their pay requests. Any delay in processing the payments due to a lack of aforementioned email certification shall not be an event of default by the Village and shall not excuse any delay by the Contractor who shall proceed with the Work as if no delay in payment has occurred. The Contractor and Village shall agree to take any further steps not outlined above to ensure compliance with the Prevailing Wage Act. Upon two business days’ Notice, the Contractor and each subcontractor shall make available to the Village their records to confirm compliance with the Prevailing Wage

Act. Finally, to ensure compliance with Prevailing Wage Act, the Contractor and each subcontractor shall keep for a period of not less than 5 years after the Work has been completed records of all laborers, mechanics, and other workers employed by them for the Work; the records shall include each worker's name, address, telephone number, classification or classifications, the hourly wages paid in each period, the number of hours worked each day, the starting and ending times of work each day and, when available, last four digits of the social security number.

Current rates can be located on the Illinois Department of Labor website.

<https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>

ARTICLE XXV – NO WAIVER OF RIGHTS

A waiver by the Village of any Event of Default or any term of provision of this Contract shall not be a waiver of the same Event of Default, another Event of Default or any other term or provision of this Contract.

ARTICLE XXVI – CONTROLLING LAW AND VENUE

This Contract is entered into in the State of Illinois, for work to be performed in the State of Illinois and shall be governed by and construed in accordance with the laws of the State of Illinois. Any legal matters or dispute shall be resolved in the Circuit Court of Cook County and the Parties hereby submit to the jurisdiction of such Circuit Court. This Contract shall be construed without regard to any presumption or other rule requiring construction against the Party causing the Contract to be drafted.

ARTICLE XXVII – MISCELLANEOUS

- A. AMENDMENT** – This Contract may be amended only in writing executed by both Parties.
- B. NO RECORDING** – This Contract, or a memorandum thereof, may not be recorded in any form by either Party. If either Party records this Contract, or a memorandum thereof, they shall immediately file a release of the same.
- C. COUNTERPARTS** – This Contract may be executed by the Parties in any any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute an original instrument.
- D. SECTION HEADINGS** – The headings in the Contract are intended for convenience only and shall not be taken into consideration in any construction or interpretation of the Contract.
- E. NO THIRD-PARTY BENEFICIARIES** – This Contract does not confer any rights or benefits on any third party.
- F. BINDING EFFECT** – This Contract shall be binding and inure to the benefit of the Parties hereto, their respective legal representatives, heirs and successors-in-interest.
- G. ENTIRE AGREEMENT** – This Contract supersedes all prior agreements and understandings and constitutes the entire understanding between the Parties relating to the subject matter hereof.
- H. SEVERABILITY** - If any term, condition or provision of the Contract is adjudicated invalid or unenforceable, the remainder of the Contract shall not be affected and shall remain in full force and effect, to the fullest extent permitted by law.

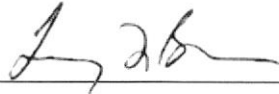
- I. **TORT IMMUNITY DEFENSES** - Nothing contained in this Contract is intended to constitute nor shall constitute a waiver of the rights, defenses, and immunities provided or available to the Village under the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10 *et seq.*
- J. **CALENDAR DAYS AND TIME.** Unless otherwise provided in this Contract, any reference in this Contract to “day” or “days” shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Contract falls on a Saturday, Sunday or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday or federal holiday.
- K. **COUNTERPARTS** – This Contract may be executed by the Parties in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute an original instrument.

IN WITNESS WHEREOF, the Parties hereto have caused the Contract to be executed as of the Effective Date.

Village of Buffalo Grove,
an Illinois home-rule unit of government

By: 
Name: Dane Bragg
Title: Village Manager

Otto Baum Company, Inc.
Company
[An Illinois _____ company]

By: 
Name: Terry L. Baum
Title: President



CONTRACT EXHIBIT D – PARTIAL LIEN WAIVER

PARTIAL LIEN WAIVER

STATE OF ILLINOIS

COUNTY OF _____

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by _____
 to furnish _____
 for the premises known as _____
 of which _____ is the owner.
 THE undersigned, for and in consideration of _____
 (\$ _____

) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor, services, material, fixtures, apparatus or machinery, furnished to this date by the undersigned for the above-described premises, INCLUDING EXTRAS.*

DATE _____ COMPANY NAME _____
 ADDRESS _____
 SIGNATURE AND TITLE _____

***EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT**

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS

COUNTY OF _____

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, (NAME) _____ BEING DULY SWORN, DEPOSES
 AND SAYS THAT HE OR SHE IS (POSITION) _____ OF
 (COMPANY NAME) _____ WHO IS THE
 CONTRACTOR FURNISHING _____ WORK ON THE BUILDING
 LOCATED AT _____
 OWNED BY _____

That the total amount of the contract including extras* is \$ _____ on which he or she has received payment of \$ _____ prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of all parties who have furnished or delivered material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLUDE EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE.					

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

DATE _____ SIGNATURE: _____
 SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____,

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

 NOTARY PUBLIC

CONTRACT EXHIBIT A – DESCRIPTION OF THE WORK

[Description of the Work]



IRS

Industrial Roofing Services, Inc.

13000 West Silver Spring Drive

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TECHNICAL SPECIFICATIONS

for

SKYLIGHT REPAIR PROJECT

POLICE DEPARTMENT

IRS JOB# 17926

Located at

46 RAUPP BOULEVARD

BUFFALO GROVE, ILLINOIS

Prepared for

Village of Buffalo Grove

50 Raupp Boulevard

Buffalo Grove, IL 60089

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SPECIAL INSTRUCTIONS TO BIDDERS

PART 1 - GENERAL

1.01 EXAMINATION OF CONTRACT DOCUMENTS AND SITE CONDITIONS

- A. Each Bidder is responsible for the following:
1. Careful and diligent review by a competent person of each part of the Contract Documents, including the Divisions of the Specifications and parts of the Drawings that are not directly applicable to the Work on which the Bidder is submitting its bid. By submitting its bid, each Bidder represents and agrees, based upon its careful and diligent review of the Contract Documents, that it is not aware of any conflicts, inconsistencies, errors or omissions in the Contract Documents for which it has not notified the Design Professional in writing at least 7 days prior to the bid opening. If there are any such conflicts, inconsistencies, errors or omissions in the Contract Documents, the Bidder (i) will provide the labor, equipment or materials of the better quality or greater quantity of Work; and/or (ii) will comply with the more stringent requirements. The Bidder will not be entitled to any additional compensation for any conflicts, inconsistencies, errors or omissions that would have been discovered by such careful and diligent review, unless it has given prior written notice to Design Professional
 2. Careful and diligent inspection and examination by a competent person of the entire site and the surrounding area, including all parts of the site applicable to the Work for which it is submitting its bid, including location, condition and layout of the site and the location of utilities, and carefully correlate the results of the inspection with the requirements of the Contract Documents. The Bidder's bid must include all costs attributable to site and surrounding area conditions that would have been discovered by such careful and diligent inspection and examination of the site and the surrounding area, and the Bidder will not be entitled to any Change Order, additional compensation, or additional time on account of such conditions.
 3. Be familiar with the existing conditions in the material and labor markets, as well as the conditions related to the Work. The fact that a bid is submitted will be construed by the Owner as an agreement by the Bidder to carry out the improvements in full conformance with the Specifications and other Contract Documents, notwithstanding the existing conditions.
 4. Attend the pre-bid meeting; if applicable. Failure of a Bidder to attend the pre-bid meeting, if such failure results in the Bidder not fully being familiar with the existing conditions and Project Requirements, shall not be considered a basis for additional compensation to the successful Bidder for the Work.

1.02 EXAMINATION

- A. Each bidder shall visit and carefully examine the proposed work and fully acquaint themselves with conditions relating to construction and labor so that they may fully understand the facilities, difficulties and restrictions attending the execution of the work included under the Contract.
- B. Bidders shall thoroughly examine and be familiar with the drawings, specifications and other contract documents.
- C. Should a bidder find discrepancies in or omissions from the drawings or documents, or should he be in doubt as to their meaning, he shall at once notify the Consultant, at least five (5) days before bids are due, who will send written instructions in the form of an addendum to all bidders. Neither the Owner nor the Consultant will be responsible for any oral instructions.
- D. It is the responsibility of each bidder to become familiar with the site and documents; no extras will be approved for conditions that could be reasonably determined at the time of bidding.

1.03 SPECIFICATION TECHNIQUES

- A. Format:
 - 1. These specifications are written in imperative and streamlined form and are directed to the Contractor unless specifically noted otherwise.
 - 2. The words "shall be" shall be inferred where a colon (:) is used within phrases or sentences.

- B. Definitions:
 - 1. The word "furnish" shall mean to purchase, supply, and deliver to the project site, elevation, and location, those materials and/or services which are necessary for the completion of the Work.
 - 2. The word "install" shall mean to place and integrate materials into position for their designed use.
 - 3. The word "provide" shall mean furnish and install.
 - 4. The word "manufacturer" shall mean the manufacturer or private-labeler of the material, which are to be integrated into the Work.

PART 2 - PRODUCTS

- A. Not Used.

PART 3 - EXECUTION

- A. Not Used.

END OF SECTION

SUMMARY OF WORK

PART 1 - GENERAL

1.01 PROJECT OVERVIEW

- A. The Work consists of repairs to the existing skylight cluster at the Police Department in Buffalo Grove, Wisconsin for the Village of Buffalo Grove.
- B. The Work includes:
 - 1. Wet-sealing the entire skylight system, as further described below.
 - 2. Modifications to the existing sill flashing at all lower edges of the skylight system.

PART 2 - PRODUCTS

2.01 SYSTEM COMPONENTS

- A. Sealant primer and bond breaker(s), as needed.
- B. Dow Corning 795 silicone sealant
- C. Dow Corning 123 silicone seal extrusion
- D. 24 gauge prefinished galvanized sheet metal
 - 1. Gasketed, stainless-steel, self-tapping sheet metal screws
- E. Miscellaneous accessories.

2.02 COMPONENTS SUPPLIED BY OWNER

- A. None.

PART 3 - EXECUTION

3.01 WORK PERFORMED BY CONTRACTOR

- A. Wet-sealing
 - 1. At all glass-to-frame joints:
 - a. Prepare joints to receive new sealant installation per the Construction Drawings.
 - 1) Clean joints to remove all existing sealants, debris, etc...
 - 2) Prime joints with Dow Corning 1200 OS Primer
 - b. Install Dow Corning 795 Silicone Sealant.
 - 2. At all frame-to-frame section joints (corners, valleys):
 - a. Install Dow Corning 123 silicone tape over all joints, per manufacturer's written instructions.
- B. Sheet metal modifications:
 - 1. At all bottom edges (sill) of the skylight system, modify the existing sheet metal termination as shown in the Construction Drawings
 - a. When removing a portion of the existing sill flashing, use a sheet metal nibblers to create a clean cut edge.
 - 2. New sheet metal shall be fabricated with 24 gauge pre-finished galvanized sheet metal.
- C. All repairs are to be constructed in strict accordance with the Construction Drawings provided.

3.02 INCLUSIONS

- A. The Contractor shall include, in his bid, any and all costs incurred in complying with the intent of the Construction Drawings.

END OF SECTION

APPLICATIONS FOR PAYMENT

PART 1 - GENERAL

1.01 DESCRIPTION

- A. This section describes the procedures and submittal requirements regarding Unit Pricing, Change Orders, and Application for Payment requests to the Owner.

1.02 PROGRESS PAYMENTS

- A. Time and materials (T&M) pricing:
1. The Time & Material Rate submitted by the Contractor shall be considered fixed and inclusive of overhead and profit.
 2. Repair of latent defects or the execution of additional work for which unit prices were not submitted:
 - a. Dollars, per man-hour, for labor.
 - b. Percentage mark-up over purchase price for materials furnished.
- B. Change Orders:
1. The Contractor shall be responsible for initiating the request for Change Order, on the forms provided by or acceptable to the Consultant, to include:
 - a. A summary of the approved Unit Pricing (include copies of approved Unit Pricing forms), on a weekly basis.
 - b. A description of the approved change in the Work, within one (1) week of initiation.
 2. The Consultant will review the Change Order requests and forward them with his recommendation to the Owner; copies approved by the Consultant and Owner will be returned to the Contractor.
 3. The Contractor shall submit the approved Change Order forms in conjunction with an Application for Payment form, including the total of the approved Change Orders.
 4. Change Orders shall be considered valid only if:
 - a. Submitted in writing on the proper Change Order form.
 - b. Approved by signatures of both the Consultant and the Owner.
- C. Application for Payment:
1. The Contractor shall submit:
 - a. Completed Application for Payment, on standard AIA formats or on IRS forms, in triplicate.
 - b. Contractor's original invoice.
 - c. Subcontractor's material and/or labor Waivers of Lien, where applicable, to match the amount requested.
 - d. Written justification for payment of materials not in-place by means of supplier invoices, bills of lading, Waivers of Lien, etc.
 2. The Contractor shall submit Application for Payment, on a periodic basis or as determined in the Agreement, to:

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13000 West Silver Spring Drive
Butler, WI 53007**

EMAIL – office@irsroof.com

3. The Consultant shall review the Application for Payment and either:
 - a. Approve the requested amount as a representation that the Work has progressed to the point indicated and, that to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents, or;
 - b. Revise the amount requested to an amount for which he is able to make such representation to the Owner.
 - c. Notify the contractor in writing of the applications rejection due to error and/or incompleteness
4. Payments will be reviewed, approved, and submitted to the Owner with the Consultants recommendations on a timely basis.

PART 2 - PRODUCTS

- A. Not Used.

PART 3 - EXECUTION

- A. Not Used.

END OF SECTION

ALTERNATES, ALLOWANCES AND SUBSTITUTIONS

PART 1 - GENERAL

1.01 DESCRIPTION

- A. This section identifies each voluntary and/or mandatory Alternate, by number, and describes the basic changes to be incorporated into the Work; only if that Alternate is made a part of the Work by acceptance by the Owner in the Agreement.
- B. This section also includes the Contractor's options in selecting products or requesting the acceptance of substitute products.
- C. This section also specifies Allowances – monetary amounts (or materials) to be included in the Contractor's bid prices – which will be used to cover change orders, unit pricing, deteriorated material replacement and/or other intangibles during the course of the Work.

1.02 RELATED REQUIREMENTS

- A. Bidding Documents: Method of quotation for each Alternate, and the basis of the Owner's acceptance of Alternates.
- B. Referenced sections of these specifications, or drawing details, which stipulate the products and methods necessary to achieve the Work for each Alternate, as described below.
- C. Coordination of related work and modification of surrounding work of the Base Bid, as required to properly integrate the work of each Alternate, to provide the Work as required by the Contract Documents.

1.03 DESCRIPTION OF ALTERNATES

- A. None.

1.04 PRODUCT OPTIONS AND SUBSTITUTIONS

- A. Contractor's product options:
 - 1. If products are specified only by reference standard, any product which meets that standard, by any manufacturer, shall be used.
 - 2. If several products are specified by name or manufacturer, any of the listed products may be used.
 - 3. If only one product is specified by name or manufacturer, that product shall be used, or the Contractor shall submit a request for substitution, as specified below, for a product that meets or exceeds the quality standards of the listed product.
 - 4. If product list is followed by "Approved equal", the Contractor may use any of the listed products or shall submit his "or equal" for consideration, following the substitution procedure, as specified below.
- B. Substitutions:
 - 1. During the Bidding process, the Consultant may consider written requests from Bidders for substitute products in place of those specified. If the Consultant deems the substitute product to be worthy of approval, it will be incorporated as such into an Addendum to all Bidders. Requests for substitutions shall include data as listed below and shall be received at least five (5) business days prior to the bid due date.

2. Submit requests substitution, supported with complete data, drawings and/or appropriate samples as necessary to show compliance with the intent of the Contract Documents, including:
 - a. Product description, performance, and test data, and applicable reference standards.
 - b. If applicable, a letter from a substitute manufacturer that indicates the following:
 - 1) Manufacturer has reviewed and approved the specifications and drawings, as they relate to the use of their products.
 - 2) Manufacturer confirms the specified system (including requirements of the drawings, installation methods specified, and other products) is acceptable to the manufacturer.
 - 3) Upon installation of the specified system, by an approved applicator, the manufacturer will issue the specified warranty.
 - c. Name, address, date of installation and Owner contact of similar projects on which the product was used.
 - d. Changes required in other elements of the Work as a result of incorporation of the substitute product.
 - e. Effect on the anticipated construction schedule, if any.
 - f. Cost of incorporation of the proposed substitution regardless of whether the Contract Sum is affected or not.
- C. Contractor's representation: a request for substitution constitutes a representation that the Contractor:
 1. Has investigated and determined that the proposed substitute product is equal or superior, in all respects, to the specified product.
 2. Will provide the same warranty as specified if substitute products are utilized.
 3. Will coordinate the incorporation of the proposed substitution in the Work
 4. Will modify other portions of the Work, as may be required, to complete the project in accordance with the intent of the Contract Documents.
 5. Waive all future claims for added costs to the Contract, over and above those approved by the Owner that may be caused by use of the substitute product.
- D. Substitutions will not be considered if:
 1. They are indicated or implied on shop drawings or product data submittals, except as described above.
 2. The substitute product is considered, in the opinion of the Consultant, to be outside of the general classifications of the specified product.
 3. Approval of the substitution would require substantial revisions to the Contract Documents.
- E. Contractor shall not order or install substitute products without Written Notice of Acceptance of the request for substitution by the Consultant and the Owner. Submission of the Substitution Request Form does not in any way constitute approval. If the substitution is not approved, the rejection shall be considered final and the Contractor shall furnish a specified product.

1.05 CONSTRUCTION ALLOWANCE

- A. None.

1.01 MATERIAL PRICE CHANGE ALLOWANCE

- A. None.

PART 2 - PRODUCTS

A. Not Used.

PART 3 - EXECUTION

A. Not Used.

END OF SECTION

01 31 19

PROJECT MEETINGS

PART 1 - GENERAL

1.01 DESCRIPTION

- A. This section provides information regarding the Consultant's scheduled project meetings.

1.02 PRE-BID MEETING

- A. If applicable, a pre-bid meeting will be held, at the project site, at the date/time designated in the bid invitation.
- B. Representatives of all prospective Bidders shall meet with the Consultant to review the existing conditions on the project site.
- C. The Consultant will, as a minimum, address the following items at the pre-bid meeting:
 - 1. Introduction of key project personnel;
 - 2. The general project scope, including site walkover;
 - 3. The requirements of Section 00 21 13 – “Instructions to Bidders”;
 - 4. The bid(s) to be included;
 - 5. The Bid due date;
 - 6. The Owner's intended project construction schedule;
 - 7. Required project warranties;
 - 8. Any special requirements;
 - 9. Anticipated construction facilities:
 - a. Use of the site and restrictions, if any;
 - b. Temporary services and controls.

1.03 PRE-CONSTRUCTION CONFERENCE

- A. Within ten (10) days after Consultants receipt and approval of required project submittals Contractor shall provide Consultant with written notice of his intent to start the work.
- B. Within ten (10) days after receipt of Contractors written notice of his intent to start the work Consultant will schedule a formal pre-construction conference to be held at the project site, at a time designated by the Consultant.
- C. Representatives of the Contractor and his subcontractors, including the project superintendent and foreman, shall attend the pre-construction conference with the Consultant and a representative of the Owner.
- D. The Consultant will, as a minimum, address the following items at the pre-construction meeting:
 - 1. Designation of key personnel and their duties;
 - 2. The channels for project communication;
 - 3. Review of the project Scope of Work;
 - 4. The anticipated project construction schedule, showing timeframe for start and completion of each portion of the Work;
 - 5. Review of material list (Contractor shall provide an updated list if changes were made from initial submittal);
 - 6. Review of sequencing for critical areas of the Work;
 - 7. The requirements for approving and processing of Unit Pricing and Change Orders;
 - 8. Job site conditions and requirements:
 - a. Use of site and restrictions;

- b. Temporary services and controls;
- c. Existing facilities and maintenance of operation;
- d. Daily completion procedures, such as night seals;
- e. Emergency weather-seal protections;
- 9. Notification procedures;
- 10. Expectations of the Owner and IRS;
- 11. Quality control of new work.

PART 2 - PRODUCTS

- A. Not Used.

PART 3 - EXECUTION

- A. Not Used.

END OF SECTION

SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.01 DESCRIPTION

- A. This section provides requirements for project submittals and guidelines for submittals, by the Contractor or his Subcontractor, of shop drawings and other submittals as requested in the Project Documents.

1.02 SUBMISSION REQUIREMENTS

- A. Submittals listed below shall be delivered to the Consultant as soon as possible after Contract Award, but no later than ten (10) days prior to Contractor's intent to start work, and/or a minimum of five (5) days before approval is needed to order materials.
- B. Accompany submittals with transmittal letter, containing:
1. Date.
 2. Project title and IRS Job number.
 3. Contractor's name and address.
 4. Notification of deviations from Contract Documents, if any.
- C. Required Submittal items:
1. Insurance Certificate: Original copy, with the Owner as certificate holder and the Consultant (and any other entities specified) named as Additional Insureds.
 2. Performance and Payment Bonds: If required by Owner.
 3. Materials: **List** of major products proposed for use, with name of manufacturer, trade name or model number of product or materials (final list may be provided at the pre-construction meeting if changing between specified products). Submit product data sheets, printed information, installation instructions, catalog cuts, or material color charts.
 4. Safety Data Sheets: Provide copies of SDS for each product that will be brought on-site.
 5. Project Schedule: Provide a breakdown of the project schedule timetable by **each major portion** of the work. As a minimum, include start and completion dates for each required task.
 6. Schedule of Values: Provide a breakdown of project cost by **each major portion** of the Work such as mobilization, tear-off/temporary roof, insulation/membrane, flashings, sheet metal, etc. **DO NOT** list only material and labor.
 7. Sheet Metal Color Charts: Original, standard color charts, for selection by the Owner. This selection may not be made during the submittal approval process.
 8. Warranty: Submit a sample copy of the applicable manufacturer's warranty as well as a copy of the completed application for warranty.
 9. Project Contacts: Provide all necessary contact numbers (cellular, pager, etc.) for key personnel involved in the project. Include after-hours contact name and home telephone number in case of emergency. Also provide subcontractors' names, addresses, contact names, and phone/fax numbers, if applicable.

1.03 CONTRACTOR RESPONSIBILITIES

- A. The Contractor shall review the shop drawings, product data and samples prior to submission. The Contractor shall initial, sign, or stamp the submittals to certify his review and acceptance.
- B. Verification of existing field measurements and conditions is the SOLE responsibility of the Contractor.

- C. The Contractor's responsibility for errors and omissions in submittals is not relieved by the Consultant's review or acceptance of submittals.
- D. Clearly indicate, in the submittals, any deviations from the requirements of the Project Documents caused by acceptance of substitutions, negotiations with the Owner after the Bid, etc. Any changes to the Project Documents must be confirmed by written Change Order.
- E. The Contractor shall not begin work prior to receipt of the approved submittals from the Consultant.

1.04 DISTRIBUTION OF SUBMITTALS

- A. The Consultant will retain three (3) copies of approved or approved-as-noted submittals, two for IRS office use, and one for the Owner, and will return the remaining copies to the Contractor.
- B. The Contractor shall be responsible for distributing submittals which carry the Consultant's approval, as required for construction or fabrication, to the project Superintendent, Subcontractors, and material suppliers or distributors.

PART 2 - PRODUCTS

- A. Not Used.

PART 3 - EXECUTION

- A. Not Used.

END OF SECTION

QUALITY CONTROL

PART 1 - GENERAL

1.01 DESCRIPTION

- A. This section provides requirements for the standards of quality for materials and workmanship for this project.

1.02 GENERAL

- A. The Contractor shall maintain quality control over his employees, suppliers, manufacturer's products, services and site conditions to produce work of specified quality.

1.03 WORKMANSHIP

- A. Comply with recognized industry standards, except where specifications indicate more rigid standards or more precise workmanship.
- B. Perform the Work with personnel qualified to produce workmanship of specified quality.

1.04 APPLICATION QUALITY CONTROL

- A. The Contractor shall be experienced in all aspects of the type of work being performed.
- B. The Contractor shall be approved, by the product/system manufacturer, to install the specified roof system prior to the commencement of the Work. The Contractor shall also be certified to procure the specified warranty.
- C. The Contractor shall, at all times, have a complete set of Project Documents, including specifications, drawings, SDS sheets and approved submittals for his use and reference, on the project site. The site superintendent shall produce these Project Documents upon request of either the Owner or the Consultant. Failure to do so will result in a violation of Item 1.07 of this Section.

1.05 MANUFACTURER'S FIELD SERVICES

- A. Product Manufacturer(s) shall make available, upon request, qualified personnel to observe field conditions, conditions of surfaces and installation and quality of workmanship.
- B. The product manufacturer shall make qualified personnel available to make necessary recommendations during the course of the project, and to perform a final review of the Work, if requested.
- C. The manufacturer's representative shall submit a copy of his written report to the Consultant, listing observations and recommendations.

1.06 CONSTRUCTION OBSERVATION

- A. Construction observation shall be conducted by the Consultant on a periodic basis, as determined by agreement with the Owner. If the Contractor is cited for non-compliance with the specifications during the course of a site visit, all parties shall be notified with a copy of the observation report.

- B. In the event that the Contractor is cited for the same non-compliance item twice, or any three items total, the Owner may employ the Consultant to provide more frequent observation or full-time observation, to ensure compliance with the Project Documents. The cost of these additional visits may be deducted, in whole or in part, from the Contractor's final contract amount.

PART 2 - PRODUCTS

- A. Not Used.

PART 3 PART 3 - EXECUTION

- A. Not Used.

END OF SECTION

SITE CONDITIONS AND CONTROLS

PART 1 - GENERAL

1.01 DESCRIPTION

- A. This section provides requirements for the Contractor's operations at the project site, including use of existing facilities and utilities, delivery and storage of materials and equipment and controls affecting work operations.

1.02 SECURITY AND ACCESS

- A. Security: follow the Owner's procedures and requirements, as established during the pre-construction conference.
- B. Maintenance of access and operations:
 - 1. During the performance of the Work, the Owner shall continue to perform his normal operations in the building. The Contractor shall maintain access to Owner-occupied areas at all times.
 - 2. Schedule demolition and roofing work with the Owner in such a manner as to allow his normal operations to continue without interruption.
- C. Maintenance of existing services:
 - 1. The Contractor shall, during the performance of the Work, not adversely affect the temperature and humidity of the building interior; dust and debris shall be controlled to prevent interference with normal operations.
 - 2. Notify the Owner a minimum of three (3) days prior to each required interruption of mechanical or electrical services in building. Such interruptions shall occur only when, and for the length of time, approved by the Owner.
- D. Building access:
 - 1. Access to the building's interior shall be restricted to investigating leaks and performing portions of the Work which requires such interior access. The Contractor shall not have access to the building's interior during non-business hours unless previously arranged with the Owner.
 - 2. All access to the project site shall be by way of exterior means provided by the Contractor.
 - 3. Restrict construction traffic over adjacent areas as designated by the Owner during the pre-construction conference.

1.03 MATERIAL STORAGE AND HANDLING

- A. Store materials on-site where specified in Section 01 60 00 - "Materials and Equipment." Do not use any portion of the building interior for storage, unless specifically approved by the Owner.
- B. Stored materials shall be available for review by the Owner or Consultant at all times.
- C. Handle all materials properly and in original cartons or containers to prevent damage. Provide for all necessary rigging of materials and equipment supplied to the project site.

1.04 SANITARY FACILITIES

- A. The Contractor shall provide adequate, temporary chemical toilets for use by his employees. The toilets shall be in place at the project site when the Work is commenced.

- B. Upon completion of the Work, remove these facilities and all traces thereof.

1.05 TEMPORARY WATER

- A. The Contractor shall make arrangements with the Owner for water as required during the performance of the Work.
- B. The Owner shall be responsible for the cost of the water supply.
- C. The Contractor shall be responsible for providing hoses necessary for conveyance.

1.06 TEMPORARY ELECTRICAL POWER

- A. The Contractor shall make arrangements for electrical service, as necessary for completion of the Work, as established during the pre-construction conference.
- B. In the event that the Owner agrees to provide access to electrical service, he shall pay all energy charges for power and/or lighting used by the Contractor.

1.07 ENVIRONMENTAL CONDITIONS

- A. Do not work in rain or snow, or in the presence of visible precipitation.
- B. Do not install materials marked "Keep from Freezing" when daily temperatures are predicted to fall below 40°F.
- C. Do not perform masonry work unless the temperature is above 35°F and rising. Make provisions to protect masonry work from freezing for a period of forty-eight (48) hours after completion. Remove any masonry work that has been exposed to freezing within forty-eight (48) hours of completion.

1.08 DEBRIS REMOVAL

- A. Remove debris promptly from work areas each day. Do not allow piled debris to accumulate.
- B. All removed material, unless specifically noted for retention by the Owner, becomes the property of the Contractor.
- C. Do not allow debris to enter roof drains, storm sewers, catch basins, etc.
- D. Provide at site, prior to commencing removal of debris, a dumpster or dump truck to be located adjacent to the building where directed by the Owner.
- E. Protect the building surfaces at set-up and debris removal areas. Take all precautions necessary to prevent the scattering of debris during operations.
- F. Remove dumpster or dump truck from the premises when full and dispose of at an approved dumping or refuse area.
- G. Upon job completion, dumpster or dump truck and set-up area protection shall be removed from premises. All spilled or scattered debris shall be cleaned up immediately.

1.09 PARKING FACILITIES

- A. The Owner shall provide vehicle parking assignments and/or restrictions for the Contractor to the extent established during the pre-construction conference.

1.10 LEAK (WATER) DAMAGE CONTROL

- A. In the event of rain during performance of the Work, make work watertight and immediately inspect the interior of the building for leaks. The Contractor shall continue to check on the watertight status of the work on a 24-hour basis.
- B. Coordinate procedures with the Owner for access to the building during non-business hours for emergency work.
- C. If leaks are discovered during rains. Immediately notify the Owner of leak condition and perform emergency repairs on the work to stop leaks.

1.11 CLEANING

- A. The Contractor shall remove all spillage, overspray, or collections of dust or debris, and repair any damage inflicted on Owner-occupied spaces during the course of the Work.
- B. As soon as work on an area is complete, clean up all surfaces, remove equipment, materials and debris, and restore to a condition suitable for use by the Owner as quickly as possible.

PART 2 - PRODUCTS

- A. Not Used.

PART 3 - EXECUTION

- A. Not Used.

END OF SECTION

MATERIALS AND EQUIPMENT

PART 1 - GENERAL

1.01 DESCRIPTION

- A. This section includes general requirements for delivery, storage and handling of products to be used in the Work.

1.02 GENERAL

- A. Materials to be incorporated into the Work:
 - 1. Shall conform to applicable specifications and standards.
 - 2. Shall comply with the size, make, type and quality specified or shall be substitute products as specifically approved, in writing, by the Consultant.
 - 3. Fabricated products:
 - a. Fabricate and assemble in accordance with recognized industry standards.
 - b. Shall conform to the dimensions and configuration shown or specified or in accordance with approved shop drawing submittals.
- B. Materials shall not be used for purposes other than those for which they are designed, unless otherwise specified.

1.03 REUSE OF EXISTING MATERIALS

- A. Except as specifically indicated in the Construction Drawings or in Section 01 11 00 - "Summary of Work," materials and equipment removed from the existing construction shall not be utilized in the completed Work.
- B. Where materials and equipment are specifically indicated to be reused in the Work:
 - 1. Use special care in removal, handling, storage and reinstallation, to assure adequate and proper function in the completed Work.
 - 2. The Contractor shall be responsible for transportation, storage and handling of products which require off-site storage, restoration or renovation.

1.04 MANUFACTURER'S INSTRUCTIONS

- A. Where Project Documents require that the installation of work shall comply with the manufacturer's printed instructions, obtain and distribute copies of those instructions to all parties involved in the installation, including two copies to the Consultant.
 - 1. Maintain one set of complete instructions at the project site until completion of the work.
 - 2. Include copies of the printed instructions with the appropriate Product Data submittal.
- B. Handle, install, connect, clean, condition and adjust products in strict accordance with such instructions, and in conformity with specified requirements.
 - 1. Should existing conditions or specified requirements conflict, in any way, with the manufacturer's instructions, request clarification from the Consultant. Failure to notify the Consultant shall be grounds for rejection of the completed work.
 - 2. Do not proceed with work without clear instructions.

1.05 TRANSPORTATION AND HANDLING

- A. Arrange for delivery of materials in accordance with construction schedules; coordinate to avoid conflict with sequencing of the Work and conditions at the project site.
 - 1. When being transported to the project site by the Contractor, cover and protect materials in transit against entrance of dirt and/or weather damage.
 - 2. Deliver materials in undamaged condition, in manufacturer's original containers or packaging, with identifying labels intact and legible.
 - 3. Immediately upon delivery, inspect shipments to assure compliance with requirements of the Project Documents and approved submittals, and to assure that materials are properly protected and undamaged.
- B. Handle all materials properly and in original cartons or containers to prevent damage.
- C. Provide equipment and personnel to handle materials using methods necessary to prevent soiling or damage to products or packaging.

1.06 STORAGE OF MATERIALS

- A. Stored materials shall be available for review by the Owner or Consultant at all times.
- B. Store rolled goods on ends only. Discard rolls which have been flattened, creased, or otherwise damaged.
- C. Do not use any portion of the building interior for storage, unless specifically approved by the Owner.
 - 1. Disperse materials on rooftop to avoid concentrated loading of structure.
 - 2. Do not place materials on newly completed roofing or on areas of roofing not included in the Work.
- D. Stack insulation and roll goods on pallets; neatly stack wood on dunnage. Do not stack pallets.
- E. Store pallets of new steel roof deck with one end elevated to provide drainage.
- F. Completely cover the top and sides of materials with tarpaulin. Secure tarpaulin to prevent blow-off.
- G. Materials which, in the judgment of the Consultant, have been damaged, contaminated or improperly stored shall be immediately removed from the project site and replaced with new materials.

PART 2 - PRODUCTS

- A. Not Used.

PART 3 - EXECUTION

- A. Not Used.

END OF SECTION

CONTRACT CLOSE-OUT AND WARRANTIES

PART 1 - GENERAL

1.01 DESCRIPTION

- A. This section includes requirements for specific administrative procedures, close-out submittals, warranties and other forms to be used at the final completion of the Work.

1.02 CLOSE-OUT PROCEDURES

- A. When the Contractor considers the Work complete, he shall submit **Written Notice** to the Consultant that:
1. He has reviewed the Project Documents and inspected the project for compliance with them;
 2. He certifies that the Work has been completed in accordance with the Project Documents; and
 3. He certifies that the project is complete, to his satisfaction, and is ready for the Final Review.
- B. The Consultant will perform the Final Review after receipt of the Contractor's **Written Notice** of project completion.
1. If the Consultant considers the Work to be complete and in accordance with the requirements of the Project Documents he shall notify the Contractor to produce the Contract Close-out submittals, as described below.
 2. If the Consultant considers the Work to be incomplete or not in accordance with the requirements of Project Documents:
 - a. He shall notify the Contractor, in writing, of the deficiencies.
 - b. The Contractor shall take immediate steps to remedy the identified deficiencies, and shall make the Work ready for re-review.
 - c. The Contractor shall submit a second **Written Notice** to the Consultant confirming that the identified deficiencies have been remedied.
 - d. The Consultant shall review the Work and, if complete, shall notify the Contractor to produce the Contract Close-out Submittals.
 3. Should the Consultant be required to perform a third review of the Work due to the failure of the Contractor to correct previously-identified deficiencies, the Owner may retain, from moneys due the Contractor, such amount as necessary to compensate the Consultant for additional visits.

1.03 FINAL CLEANING

- A. Perform project clean-up prior to the Final Review:
1. Clean surfaces, gutters, downspouts and drainage system free from foreign matter and debris.
 2. Remove all grease, mastics, adhesives, bitumen or other foreign materials from sight-exposed exterior surfaces of the building.
 3. Repair, patch and touch up marred surfaces to match adjacent finishes.
 4. Remove all waste and surplus material, rubbish, and construction facilities from the project site.
 5. Repair the grounds and landscaping in accordance with Section 01 74 29 - "Grounds Repair."
 6. Prior leaving the project site, conduct a thorough review of the work surfaces and all sight-exposed exterior surfaces in work areas, to verify that the entire Work is clean.

1.04 CLOSE-OUT SUBMITTALS AND WARRANTIES

- A. Guarantees, Warranties and Bonds:
1. The Contractor shall, upon project completion provide the following original warranty documents to the Consultant for the delivery to the Owner:
 - a. After the Consultant's acceptance, the Contractor shall deliver to the Consultant each manufacturer warranty required by individual Sections of the Project Specifications, to be effective once complete payment has been received by both the Contractor and material suppliers.
 - b. Contractors two (2) year workmanship warranty for labor and materials.
 - c. Contractors five (5) year sealants warranty for labor and materials associated with the application of sealants.
- B. Certification:
1. Lien Waivers: The Contractor shall submit final Waivers of Lien including those from subcontractors, material suppliers, or any other parties that may have lien rights against the property of the Owner, including a list of those parties. All waivers of lien shall be verified and duly executed before submittal.
- C. Final Application for Payment:
1. The Contractor shall submit a final Application for Payment form showing the remaining amount due.

1.05 CONTRACT CLOSE-OUT PACKAGE

- A. The Contractor shall submit the Contract Close-out package to IRS Corporate Office in accordance with these requirements. The Consultant shall review the Contract Close-out Package for accuracy and completeness.
1. Contract Close-out Packages that are accurate, complete and in proper form shall be approved by Consultant and submitted to Owner on a timely basis.
 2. Contract Close-out Packages that are not accurate, complete and in proper form, Consultant shall notify Contractor of its rejection and cause the Package to be set aside for forty-five (45) days, after which time Consultant shall again review corrected Contract Close-out Package if received and if correct, shall approve final payment and submit them to the Owner on a timely basis.

IRS CORPORATE OFFICE
Industrial Roofing Services, Inc.
13000 West Silver Spring Drive
Butler, Wisconsin 53007
c/o office@irsroof.com

PART 2 - PRODUCTS

- A. Not Used.

PART 3 - EXECUTION

- A. Not Used.

END OF SECTION

GROUNDS REPAIR

PART 1 - GENERAL

1.01 DESCRIPTION

- A. This section covers the removal, and replacement with like materials, of lawns, plantings, and pavement damaged by the Contractor during the performance of the Work.
- B. The cost of all repairs covered under this section shall be the **sole** responsibility of the Contractor. If the Contractor fails to make repairs to the Owner's satisfaction, the Owner reserves the right to retain, from moneys due the Contractor, such amount as necessary to repair the grounds to their previous condition.

1.02 REQUIREMENTS

- A. Verify, with the Owner, at the pre-construction meeting, as to whether re-seeding will be acceptable for repair of lawn areas; if not, areas shall be resodded.
- B. All plants and planting materials shall meet "Horticultural Standards" for number one grade nursery stock as adopted by the American Association of Nurserymen.
- C. All plants and planting materials shall meet or exceed applicable regulatory requirements and inspections for plant disease and insect control.

1.03 WORK SEQUENCING

- A. Do not proceed with permanent replacements until after the Contractor has cleaned and vacated the project site.
- B. Replacement plantings and/or sod:
 - 1. Place plantings and/or sod within forty-eight (48) hours of cutting; protect and maintain during transit and storage on the site to prevent dry-out.
 - 2. All plantings and/or sod remaining unplaced on the site longer than forty-eight (48) hours, as well as any yellowing or otherwise discolored plantings and/or sod shall be discarded.

1.04 WARRANTY

- A. The Contractor shall maintain and warrant all work performed under this section for a period of ninety (90) days from the date of its completion. The Contractor shall be responsible for the correction of unsatisfactory landscaping materials or workmanship and shall repair such defects promptly upon notice, at no additional cost to the Owner.

PART 2 - PRODUCTS

2.01 ACCEPTABLE LAWN REPAIR PRODUCTS

- A. Provide topsoil which is:
 - 1. Natural, friable, and characteristic of soil on the project site;
 - 2. Not extremely acidic nor alkaline, nor containing toxic substances;
 - 3. Free from subsoil, clay lumps, stones, roots, debris or other foreign objects;
 - 4. Contains 1/3, by volume, soil amendment – organic material, fortified with organic nitrogen.

- B. Provide fertilizer which is:
 - 1. Commercially-balanced 11-8-4 composition.
 - 2. Free flowing to allow for mechanical spreading.

- C. Provide grass seed, if acceptable, which is:
 - 1. Free from noxious weeds, and recleaned;
 - 2. Grade A recent crop seed;
 - 3. Treated with appropriate fungicide at time of mixing;
 - 4. In proportion, by weight:
 - a. Kentucky Bluegrass – 35%
 - b. Red Fescue – 20%
 - c. Hard Fescue – 20%
 - d. Improved Fine Perennial Ryegrass – 25%
 - 5. Covered with clean and weed-free straw mulch.

- D. Provide sod, if grass seed is not acceptable, which is:
 - 1. Well established, containing dense root systems;
 - 2. Exhibiting vigorous, healthy root growth;
 - 3. Free of noxious weeds, objectionable grasses, grubs, diseases or injurious insects.

2.02 ACCEPTABLE PLANTING REPAIR PRODUCTS

- A. Provide trees and/or plants which are:
 - 1. Of the same species and size of growth to match those being replaced;
 - 2. Well established, containing dense root systems;
 - 3. Exhibiting vigorous, healthy root growth;
 - 4. Free of grubs, diseases or injurious insects.

- B. Provide planting bed cover consisting of:
 - 1. Ground mulch chips;
 - 2. Shredded bark.

2.03 VEHICLE & PEDESTRIAN PAVEMENTS

- A. Asphalt pavement:
 - 1. Base course aggregate:
 - a. Crushed limestone (traffic-bond) or crushed concrete, containing no pieces over three-quarter (3/4) inch in greatest dimension, for base courses less than four (4) inches thick.
 - b. Crushed limestone, containing no pieces over one and one-half (1-1/2) inches in greatest dimension, for base courses over four (4) inches thick.
 - 2. Paving asphalt:
 - a. Shall comply with applicable sections of the State Highway Specifications for binder and surface-grade paving asphalt mixes.
 - b. Shall be hot, plant-mixed asphalt paving material; temperature shall be 290-320°F when leaving the plant and 280°F, minimum, at time of placement.

- B. Concrete pavement: Compressive strength shall achieve a minimum of 4000 psi in twenty-eight (28) days. Mix concrete materials in accordance with ASTM C94, to comply with the following:
 - 1. Slump: three (3) inches, plus one (1) inch or minus one-half (1/2) inch.
 - 2. Air entrainment: Maximum five percent (5%) at time of placement.
 - 3. Maximum aggregate size: ¾ inch.
 - 4. Minimum cement content: 440 lbs./cu. Yd.
 - 5. Maximum fly ash content: 100 lbs./cu. Yd.
 - 6. Maximum water-to-cementitious material ratio (W/C): 0.55.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Examine the project site and verify satisfactory conditions for performance of the work.
- B. Notify the Owner and Consultant of pre-existing defects or conditions which may interfere with the requirements of this section. Absence of notice will constitute the Contractor's acceptance of the site.
- C. Verify existence and location of underground utilities, water and gas lines, fire sprinkler systems, pavement heating devices, and lawn sprinkling systems.

3.02 PREPARATION

- A. Provide protection of existing adjacent trees, plantings, lawns and pavement prior to commencing repairs.
- B. Lawn replacement areas:
 - 1. Fill ruts and depressions with topsoil. Work the soil to a depth of not less than three (3) inches with a rototiller.
 - 2. Remove stones, debris, and foreign objects larger than one (1) inch in diameter from the lawn repair area prior to seeding or sodding.
 - 3. Grade the repair area, thoroughly remove ridges and depressions, and make area a smooth, continuous, firm plane that ensures proper drainage.
- C. Planting replacement areas:
 - 1. Remove existing damaged trees, plants or ground cover. Remove large root systems, stones, debris, or foreign objects larger than one (1) inch in diameter from the area prior to installation of new plantings.
 - 2. Remove the topsoil, to a depth of not less than three (3) inches, from an area not less than three (3) times the width of the root ball of the new planting.
 - 3. Dig a hole in the center of the prepared area:
 - a. For a one (1) gallon plant container, twelve (12) inches wide and deep.
 - b. For a five (5) gallon plant container, twenty (20) inches wide and deep.
 - c. For a fifteen (15) gallon plant container, thirty (30) inches wide and deep.
 - d. For larger trees, 1-1/2 times the root ball diameter wide and deep.

3.03 LAWN REPLACEMENT – SEEDING

- A. When preparations are complete, seed the repair area:
 - 1. Sow the grass seed over the area with a mechanical seeder at the rate of five (5) pounds per thousand (1,000) square feet.
 - 2. Promptly after seeding, water until the soil is saturated to a depth of two (2) inches; apply water slowly to prevent erosion of the seed bed.
 - 3. Apply the specified fertilizer at the rate of twenty (20) pounds per thousand (1,000) square feet; rake lightly into the soil.
 - 4. Cover the repair area with chopped straw mulch approximately ½-inch thick.
 - 5. Make arrangements to keep the seed beds moist throughout the germination process.

3.04 LAWN REPLACEMENT – SODDING

- A. When preparations are complete, install sod:
 - 1. Fit sod pieces tightly together so that no joint is visible, with alternate courses staggered. Compact sod to eliminate all air pockets, provide a true and even surface, and ensure knitting without displacement of sod or deformation of the surface of sodded areas.
 - 2. Fill cracks between sod pieces with screened topsoil following compaction.

3. Excess soil shall be worked into the grass surface.
4. Bury edges of sod pieces flush with adjacent soil.
5. After the sod has been placed, water with a fine spray until the soil is saturated to a depth of two (2) inches.
6. Make arrangements to keep the sod moist until it is rooted into place.

3.05 TREE, PLANT AND GROUND COVER REPLACEMENT

- A. When preparations are complete, install planting:
1. Fill the bottom of the hole with a backfill mixture, consisting of three (3) parts soil (removed from the hole) and one (1) part soil amendment, to support the root ball so that the top of the ball is just above or equal to the existing grade for drainage.
 2. Place the root ball of the planting into the hole and adjust for height and position of the planting. Work excess soil to the sides for support of the root ball.
 3. Fill the remaining area of the hole with backfill mixture around the root ball; tamp firmly to eliminate all air pockets. When the hole is 2/3 full, thoroughly water the plant to saturate the soil.
 4. Fill the remainder of the area with topsoil and tamp into place until the surface is slightly sloping to the edge of the surrounding area.
 5. Remove excess soil from the area.
 6. Stake trees over four (4) feet high with a minimum of two (2) stakes and ties. Drive stakes a minimum of twelve (12) inches deep; provide protection for trunk at tree-tie location.
 7. Apply the specified planting bed cover to a minimum depth of two (2) inches, evenly spread over the entire area.
 8. Water with a fine spray to ensure that the soil is thoroughly saturated.
 9. Make arrangements to water the planting regularly until it is rooted into place.

3.06 PAVEMENT REPLACEMENT

- A. Removal and subgrade preparation:
1. Remove damaged areas of paving, as well as areas of unsound pavement and areas heavily stained with grease and oil.
 2. Cut edges to a straight, vertical edge of ½-inch or more, by means of mechanical sawing. Excavate a minimum of six (6) inches below the existing, surrounding pavement surface, or as necessary to reach sound base material.
 3. Provide new aggregate subbase as required to fill within three (3) inches of existing, surrounding asphalt pavement surface or to within four (4) or six (6) inches of existing, surrounding concrete pavement surface, depending on slab thickness. Compact aggregate subbase to 95% density.
- B. Asphalt paving replacement:
1. Place the new asphalt paving material in two lifts:
 - a. The first lift shall be 1-3/4 inches, after compaction, binder-grade asphalt.
 - b. The second lift shall be 1-1/4 inches, after compaction, surface-grade asphalt.
 2. Spread material in a manner which requires minimal handling.
 3. After the material is placed, to proper depth, roll until the surface is hard, smooth, unyielding, and true to the specified thickness and elevation of the existing, surrounding asphalt pavement.
 4. Roll surface layer in at least two directions until no roller marks are visible.
 5. Finish paving surface shall be free from "birdbaths," with no variations of more than 1/8-inch in six (6) feet.
 6. Seal the interface of the existing pavement with hot rubberized crack filler to prevent water infiltration.
- C. Concrete paving replacement:
1. Place wooden forms where necessary, staked into the ground, to provide straight and true edges for new pavement.

2. Dampen the subgrade material before placing concrete.
3. Pour concrete over the prepared subgrade. Tamp the freshly-placed concrete, using a heavy tamper, until at least 3/8-inch of mortar is brought to the surface.
4. Trowel surface and screed with a straightedge until depressions and irregularities are worked out and the surface is true to specified thickness and elevation of the existing, surrounding concrete pavement.
5. Float surface to a compact, smooth surface.
6. When concrete has set sufficiently, provide a non-slip, "broomed" surface finish.

END OF SECTION

WET SEAL GLAZING

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. Section Includes:
 - 1. Liquid joint sealants.
 - 2. Preformed joint sealants.

1.03 REFERENCE STANDARDS

- A. ASTM International (ASTM): www.astm.org :
 - C661 Standard Test Method for Indentation Hardness of Elastomeric Type Sealants by Means of a Durometer
 - C794 Test Method for Adhesion-in-Peel of Elastomeric Joint Sealants
 - C920 Specification for Elastomeric Joint Sealants.
 - C1087 Test Method for Determining Compatibility of Liquid-Applied Sealants with Accessories Used in Structural Glazing Systems
 - C1193 Guide for Use of Joint Sealants
 - C1248 Test Method for Staining of Porous Substrate by Joint Sealants
 - C1311 Specification for Solvent Release Sealants
 - C1330 Cylindrical Sealant Backing for Use with Cold Liquid Applied Sealants
 - D412 Test Methods for Vulcanized Rubber and Thermoplastic Elastomers Tension
 - D624 Test Method for Tear Strength of Conventional Vulcanized Rubber and Thermoplastic Elastomers
 - D2240 Test Method for Rubber Property - Durometer Hardness
 - E283 Test Method for Determining Rate of Air Leakage Through Exterior Windows, Curtain Walls, and Doors Under Specified Pressure Differences Across the Specimen
 - E331 Test Method for Water Penetration of Exterior Windows, Skylights, Doors, and Curtain Walls by Uniform Static Air Pressure Difference
- B. Sealant, Waterproofing, and Restoration Institute (SWRI): www.swrionline.org :
 - SWRI Validation Program

1.04 SUBMITTALS

- A. Action Submittals
 - 1. Product Data: For each type of joint sealant product specified, including:
 - a. Preparation instructions and recommendations.
 - b. Standard drawings illustrating manufacturer's recommended sealant joint profiles and dimensions applicable to Project.
 - 2. Samples for Color Selection: For each joint sealant type.
 - 3. Samples for Verification: For each exterior joint sealant product, for each color selected.
- B. Informational Submittals
 - 1. Qualification Data: For qualified applicator.
 - 2. Sealant, Waterproofing, and Restoration Institute (SWRI) Validation Certificate: For each sealant specified to be validated by SWRI's Sealant Validation Program.
 - 3. Preconstruction compatibility and adhesion test reports.
 - 4. Preconstruction field-adhesion test reports.
 - 5. Field quality control adhesion test reports.
 - 6. Warranty: Sample of unexecuted manufacturer and installer special warranties.

1.05 QUALITY ASSURANCE

- A. Installer Qualifications: Experienced Installer equipped and trained for application of joint sealants required for this Project with record of successful completion of projects of similar scope.
- B. Single Source Responsibility: Provide glazing sealants by a single manufacturer responsible for testing of Project substrates to verify compatibility and adhesion of joint sealants.
- C. Preconstruction Field-Adhesion Testing: Prior to installing joint sealants, field test adhesion to joint substrates using ASTM C1193 Method A or method recommended by manufacturer. Verify adhesion is adequate. Modify joint preparation recommendations for failed joints and re-test. Submit written report to Architect.
- D. Mockups: Provide joint sealant application within mockups required in other sections identical to specified joint sealants and installation methods.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Store products in manufacturer's unopened packaging until ready for installation.

1.07 WARRANTY

- A. Special Installer's Warranty: Original statement on Installer's letterhead in which Installer agrees to repair or replace joint sealants that demonstrate deterioration or failure within warranty period specified.
 - 1. Warranty Period: Two (2) years from date of Substantial Completion.
- B. Special Manufacturer's Warranty: Manufacturer's standard form in which joint sealant manufacturer agrees to furnish joint sealants to repair or replace those that demonstrate deterioration or failure under normal use within warranty period specified.
 - 1. Warranty Period for Silicone Sealants: Five (5) years from date of Substantial Completion.
- C. Warranty Conditions: Special warranties exclude deterioration or failure of joint sealants in normal use due to structural movement resulting in stresses on joint sealants exceeding sealant manufacturer's written specifications, joint substrate deterioration, mechanical damage, or normal accumulation of dirt or other contaminants.

PART 2 – PRODUCTS

2.01 MANUFACTURERS

- A. Basis-of-Design Product: Provide joint sealant products manufactured by The Dow Chemical Company, Midland MI; (877) SEALANT ((877) 732-5268); email: construction@dow.com; dow.com/construction.
- B. Approved equals shall be considered PRIOR to the receipt of bids.

2.02 MATERIALS

- A. Compatibility: Provide joint sealants and accessory materials that are compatible with one another, with joint substrates, and with materials in close proximity under use conditions, as demonstrated by sealant manufacturer by testing and related experience.
- B. Joint Sealant Standard: Comply with ASTM C 920 and other specified requirements for each liquid-applied joint sealant.
- C. Stain Test Characteristics: Where sealants are required to be nonstaining, provide sealants tested per ASTM C 1248 as non-staining on porous joint substrates indicated for Project.
- D. Approved Sealants:
 - 1. DOWSIL™ 795 Silicone Building Sealant.
 - a. Color: As selected by Consultant from manufacturer's full line.
- E. Approved pre-formed joint extrusion:
 - 1. DOWSIL™ 123 Silicone Seal.
 - a. Surface: Smooth matte
 - b. Bonding Sealant: DOWSIL™ 795 Silicone Building Sealant.
 - c. Color: As selected by Consultant from manufacturer's full line.
- F. Accessories
 - 1. Joint Substrate Primers: Substrate primer recommended by sealant manufacturer for application.
 - 2. Bond Breaker Tape: Polymer tape compatible with joint sealant materials and recommended by sealant manufacturer.

PART 3 – EXECUTION

3.01 EXAMINATION

- A. Examine joint profiles and surfaces to determine if work is ready to receive joint sealants. Verify joint dimensions are adequate for development of sealant movement capability. Proceed with joint sealant work once conditions meet sealant manufacturer's recommendations.

3.02 PREPARATION

- A. Joint Surface Cleaning: Clean joints prior to installing joint sealants using materials and methods recommended by sealant manufacturer.
 - 1. Remove laitance, form-release agents, dust, and other contaminants.
 - 2. Clean nonporous and porous surfaces utilizing chemical cleaners acceptable to sealant manufacturer.

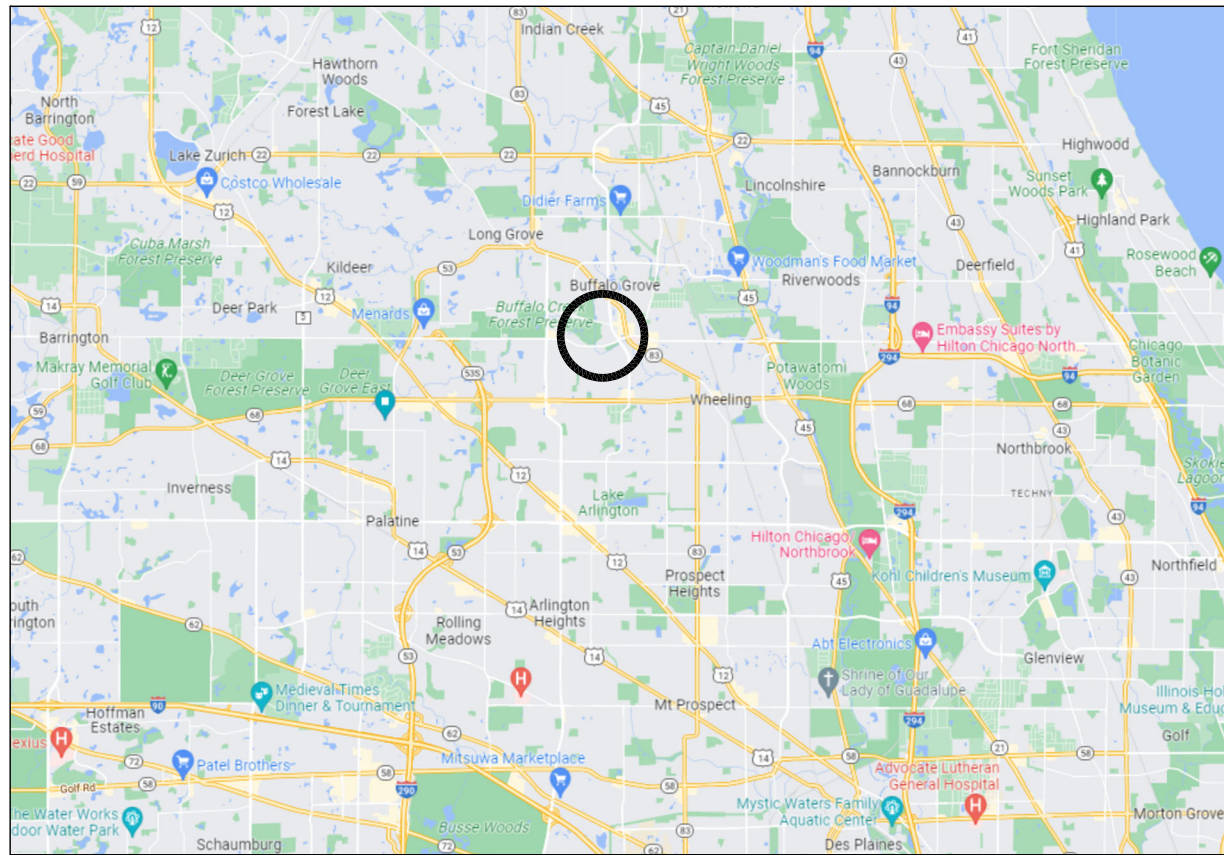
3.03 INSTALLATION

- A. Sealant Application
 - 1. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
 - 2. Masking: Mask adjacent surfaces to prevent staining or damage by contact with sealant or primer.
 - 3. Joint Priming: Prime joint substrates when recommended by sealant manufacturer or when indicated by preconstruction testing or experience. Apply recommended primer using sealant manufacturer's recommended application techniques.
 - 4. Joint Backing: Select joint backing materials recommended by sealant manufacturer to be compatible with sealant material. Install backing material at depth required to produce profile of joint sealant allowing optimal sealant movement.
 - a. Install bond breaker tape over substrates when sealant backings are not used.
 - 5. Liquid Sealant Application: Install sealants using methods recommended by sealant manufacturer, in depths recommended for application. Apply in continuous operation from bottom to top of joint vertically and horizontally in a single direction. Apply using adequate pressure to fill and seal joint width.
 - a. Tool sealants immediately with appropriately shaped tool to force sealants against joint backing and joint substrates, eliminating voids and ensuring full contact.
 - b. Using tooling agents approved by sealant manufacturer for application.
 - 6. Cleaning: Remove excess sealant using materials and methods approved by sealant manufacturer that will not damage joint substrate materials.
 - a. Remove masking tape immediately after tooling joint without disturbing seal.
 - b. Remove excess sealant from surfaces while still uncured.
- B. Pre-Formed Joint Sealant Application
 - 1. Preparation: Prepare surfaces in accordance with sealant manufacturer's written instructions. Perform field adhesion testing to determine need for application of primer. Clean surfaces to dust free, and perform solvent wipe where recommended. Mask edges of surface to be treated.
 - 2. Application: Apply bead of recommended liquid joint sealant to each side of joint in bead size recommended by manufacturer. Press extrusion into sealant using roller to ensure uniform and complete contact. Lap vertical and horizontal joints as indicated in manufacturer's instructions. Trim preformed joint sealant. Remove masking tape and excess sealant.

3.04 FIELD QUALITY CONTROL

- A. Field-Adhesion Testing: Perform adhesion tests in accordance with manufacturer's instructions and with ASTM C 1193, Method A.
 - 1. Perform five (5) tests for the first 1000 feet (300 m) of joint length for each kind of sealant and joint substrate, and one test for each 1000 feet (300 m) of joint length thereafter or 1 test per each floor per building elevation, minimum.
 - 2. For sealant applied between dissimilar materials, test both sides of joint.
- B. Remove sealants failing adhesion test, clean substrates, reapply sealants, and re-test. Test adjacent sealants to failed sealants.
- C. Submit report of field adhesion testing to Consultant indicating tests, locations, dates, results, and remedial actions taken.

END OF SECTION

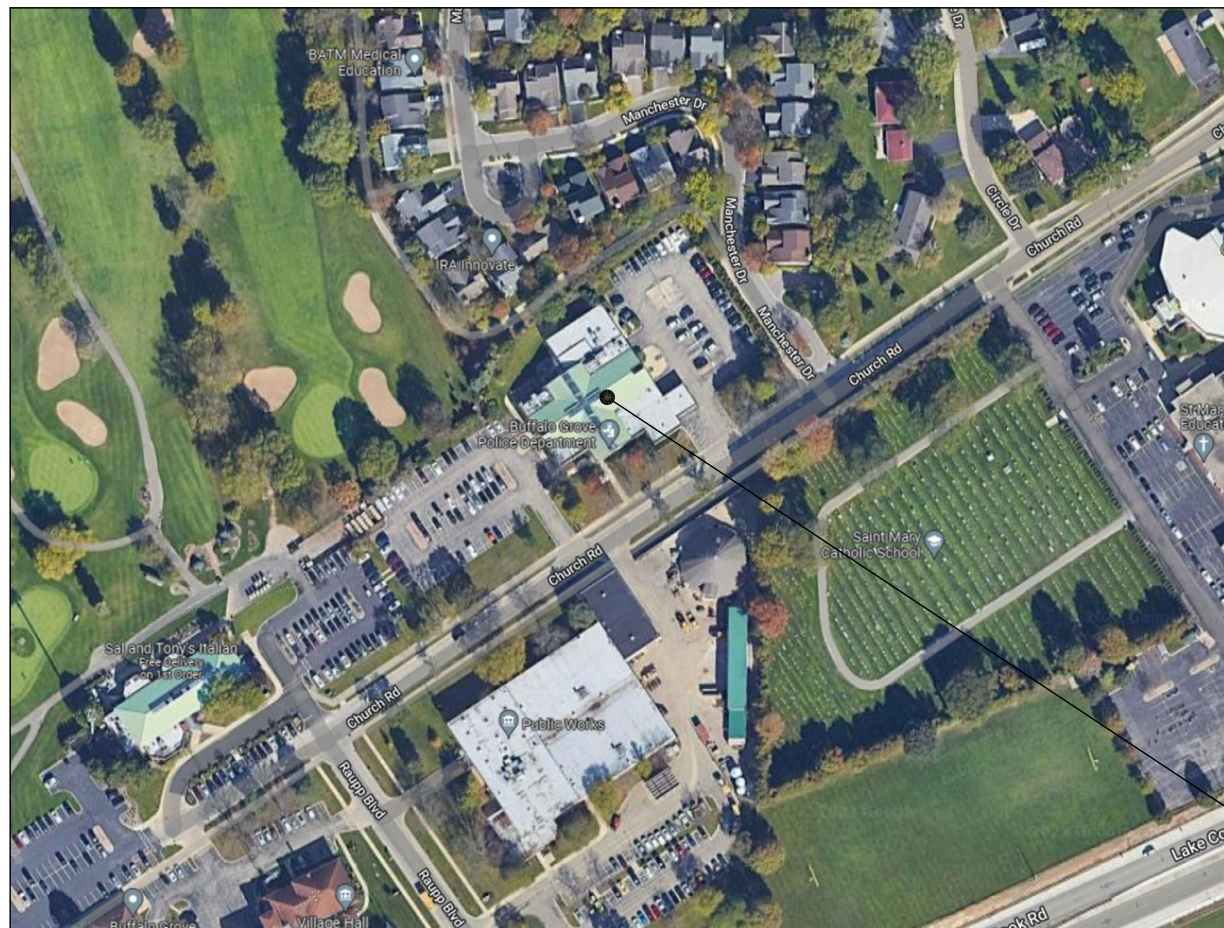


PROJECT: POLICE DEPARTMENT - SKYLIGHT REPAIR
 46 RAUPP BOULEVARD
 BUFFALO GROVE, IL 60089

OWNER: VILLAGE OF BUFFALO GROVE
 50 RAUPP BOULEVARD
 BUFFALO GROVE, IL 60089

CONSULTANT: INDUSTRIAL ROOFING SERVICES
 13000 WEST SILVER SPRING DRIVE
 BUTLER, WISCONSIN 53007
 (262) 432-0500

IRS JOB #: 17926



SHEET INDEX
 A0 - COVER SHEET
 A4.0 - SKYLIGHT WETSEAL SPECIFICATION
 A5.0 - WETSEAL DETAILS

46 RAUPP BLVD, BUFFALO GROVE, IL



CONSULTANT DOES NOT WARRANT THE ACCURACY OF THE EXISTING CONDITIONS SHOWN ON THIS DRAWING. USER SHALL FIELD VERIFY EXISTING CONDITIONS PRIOR TO ANY WORK RELATED TO THIS BUILDING.

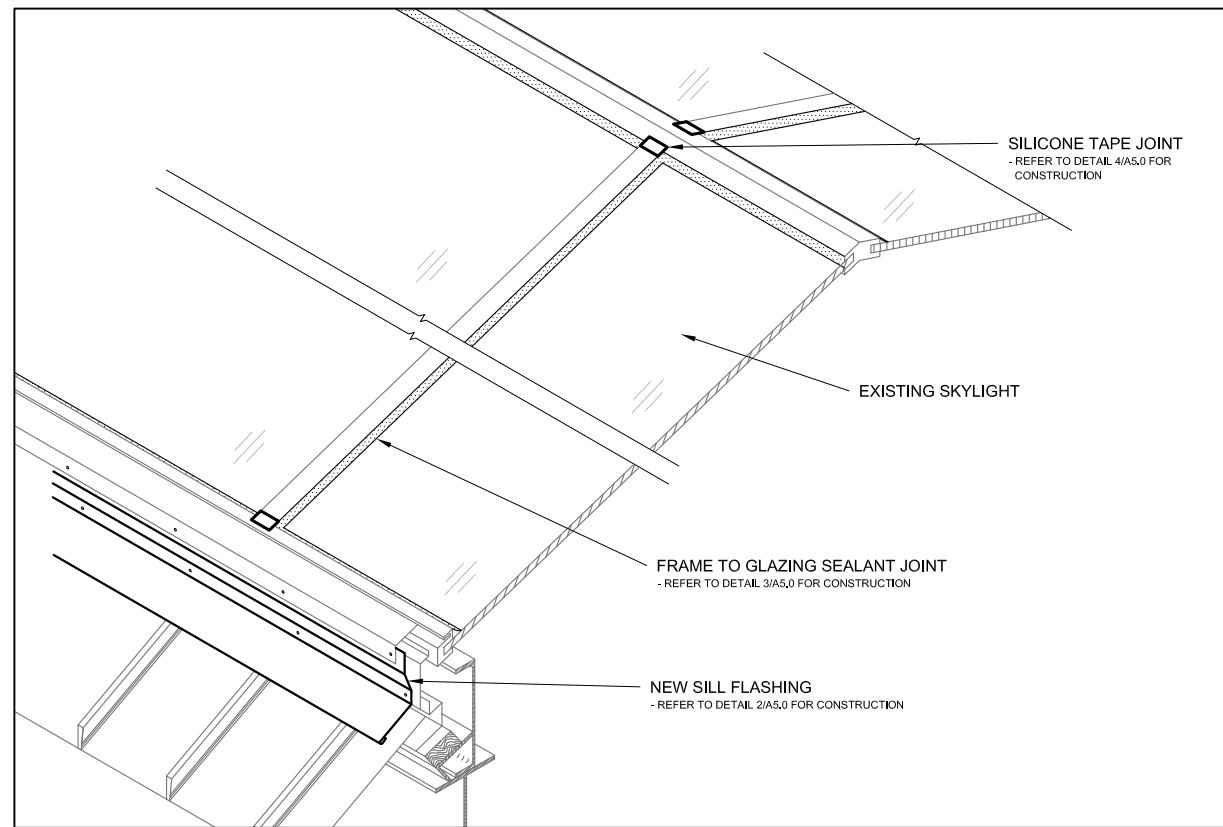
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 POLICE STATION
 46 RAUPP BLVD, BUFFALO GROVE, IL

TITLE: COVER SHEET

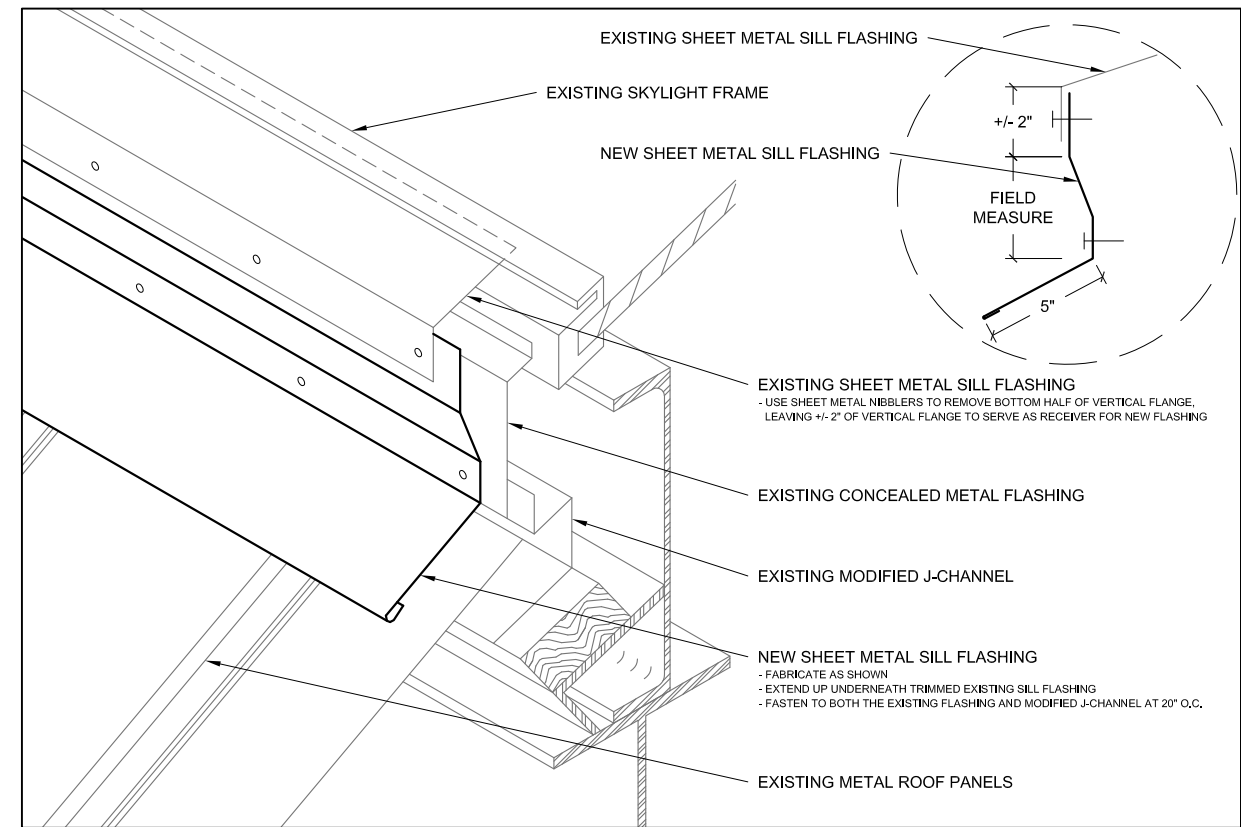
DRAWN BY: CAP
DATE: 7/22/2022
IRS SPEC NO.: 17926

SCALE: N.T.S.
DRAWING NO.: A0

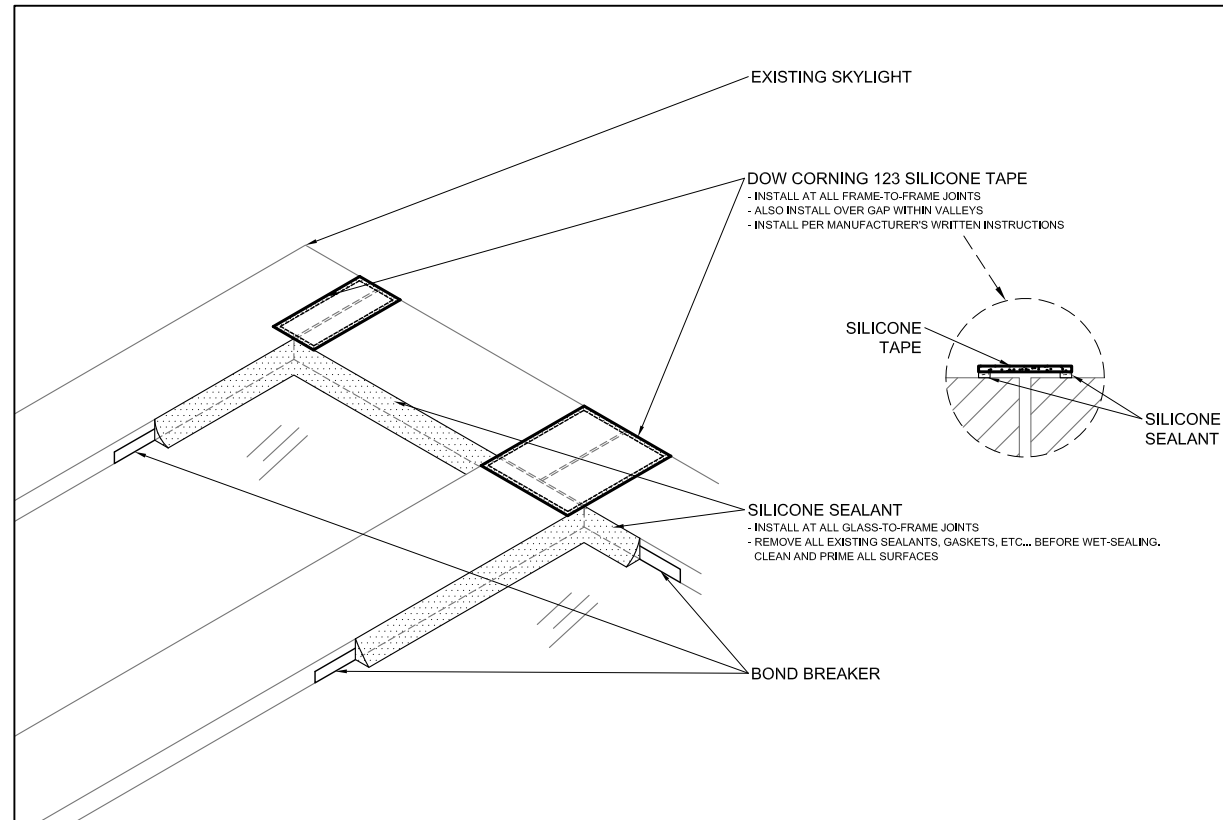
NOTES: DIMENSIONS ARE FOR BIDDING PURPOSES ONLY. CONTRACTOR IS TO FIELD VERIFY ALL DIMENSIONS PRIOR TO ORDERING AND INSTALLING PRODUCTS.



DETAIL 1: SKYLIGHT OVERALL
NOT TO SCALE



DETAIL 2: SKYLIGHT SILL
NOT TO SCALE



DETAIL 3: SKYLIGHT WETSEALING
NOT TO SCALE

CONTRACT EXHIBIT B – SCHEDULE OF PRICES

[Schedule of Prices]

EXHIBIT A - PUBLIC CONTRACT STATEMENT

This Public Contract Statement (the "Contract Statement") has been executed by the below supplier, contractor or vendor (collectively the "Contractor") in order for the Village of Buffalo Grove to obtain certain information necessary prior to awarding a public contract. The Contract Statement shall be executed and notarized and submitted as part of the Bid Proposal.

CERTIFICATION OF CONTRACTOR/BIDDER

In order to comply with 720 Illinois Compiled Statutes 5/33 E-1 et seq., the Village of Buffalo Grove requires the following certification be acknowledged:

The Contractor certifies that it is not barred from bidding or supplying any goods, services or construction let by the Village of Buffalo Grove with or without bid, due to any violation of either Section 5/33 E-3 or 5/33 E-4 of Article 33E, Public Contracts, of the Chapter 720 of the Illinois Compiled Statutes, as amended. This act relates to interference with public contracting, bid rigging and rotating, kickbacks, and bidding.

CERTIFICATION RELATIVE TO 65 ILCS 5/11-42.1.1

In order to comply with 65 Illinois Compiled Statutes 5/11-42.1.1, the Village of Buffalo Grove requires the following certification:

The Contractor does hereby swear and affirm that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue unless it is contesting such tax in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax. The undersigned further understands that making a false statement herein: (1) is a Class A misdemeanor, and (2) voids the contract and allows the Village to recover all amounts paid to it under the contract.

CONFLICT OF INTEREST

The Village of Buffalo Grove Municipal Code requires the following verification relative to conflict of interest and compliance with general ethics requirements of the Village:

The Contractor represents and warrants to the Village of Buffalo Grove as a term and condition of acceptance of their Bid Proposal that none of the following Village officials is either an officer or director of Contractor nor owns five percent (5%) or more of the Contractor: the Village President, the members of the Village Board of Trustees, the Village Clerk, the Village Treasurer, the members of the Zoning Board of Appeals and the Plan Commission, the Village Manager and his/her Assistant, or the heads of the various departments within the Village.

If the foregoing representation and warranty is inaccurate, state the name of the Village official who either is an officer or director of your business entity or owns five percent (5%) or more thereof:

N/A

IN WITNESS WHEREOF, the below Contractor has signed and sealed this Contract Statement as of this 25th day of August, 2022

Otto Baum Company, Inc.

Print Name of Contractor

Signature

President

Print Title



Given under my hand and official seal, this 25th day of August, 2022.

Riley W. Baum
Notary Public

Skylight Repair Project Police Department

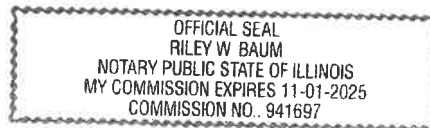


EXHIBIT C – REFERENCE LIST

Contact Name: Mike Robinson

Municipality/Business: State Farm Mutual Insurance

Dates Employed: 3/1/2021 to 7/30/2021

Phone Number or E-mail address: mike.robinson.hnzp@statefarm.com

Contact Name: Joyce Smoler

Municipality/Business: Thatcher Woods Condominium Association

Dates Employed: 3/1/2022 to 7/31/2022

Phone Number or E-mail address: 800-870-3666

Contact Name: Clint Rhodes

Municipality/Business: Aurora University

Dates Employed: 4/1/2022 to 7/31/2022

Phone Number or E-mail address: 630-844-5132

Contact Name: Kim Anoman

Municipality/Business: Palos Heights School District #128

Dates Employed: 5/30/2022 to 9/30/2022

Phone Number or E-mail address: 708-597-9040

**2022 Skylight Repair Project Police Department
Addendum #1**

TO: Prospective Respondents and Other Interested Parties

FROM: The Village of Buffalo Grove Finance Department

ISSUE DATE: August 19, 2022

SUBJECT: ADDENDUM #1

Note: This Addendum is hereby declared a part of the original bid and contract documents and in case of conflict, the provisions in the following Addendum shall govern.

The following changes and clarifications shall be made to the Bid Documents for the **Skylight Repair Project Police Department**

Q1. Does the Village require the OCP Policy as stated in the contract under insurance requirements?

A1. Not for this Project.

PROSPECTIVE RESPONDENTS ARE TO ACKNOWLEDGE RECEIPT OF ADDENDUM #1. AND SHALL INCLUDE AND NOTE THIS ADDENDUM IN YOUR RESPONSE.

RESPONDENT: Otto Baum Company, Inc.

SIGNED:  DATE: 8/19/2022

TITLE : President

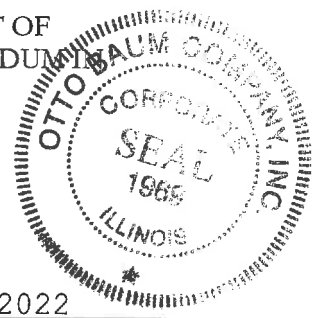


EXHIBIT B - SCHEDULE OF PRICES

Name of Bidder:

Otto Baum Company, Inc.

Contractor's State License Registration Number:

No. N/AIn State of N/A

Address of Bidder:

866 N. Main StreetCity Morton State IL Zip 61550 Telephone309-266-7114Email Address: estimating@ottobaum.com

The Bidder attests, having carefully examined the Drawings, Specifications, Commercial Terms and Conditions and all Addenda thereto and other Contract Documents and having familiarized themselves with all existing conditions affecting this proposed Project. Also, having familiarized themselves with material availability, Federal, State and Local Laws, Ordinances, rules and regulations affecting performance of the work, does hereby propose to furnish all labor, mechanics, supervision, tools, material, equipment, transportation, services and all incidentals necessary to complete said work.

Bidder further declares that if their Bid Proposal is accepted, that Bidder will enter into the Contract in the same form as set forth in the Bid and Contract Documents. However, Bidder may request changes to the Contract by submitting with this Schedule of Price a list of requested changes to the Contract.

If this bid is accepted, and the undersigned fails to (i) contract as aforesaid, (ii) provide the Performance Bond required by the Contract, and (iii) provide all insurance required under the Contract within ten (10) calendar days after the date of the award of the Contract then the Village, at its option, may determine that the bidder has abandoned this Bid, and thereupon this Bid and the acceptance thereof shall be null and void, and such security accompanying this Bid shall be forfeited and shall be the property of the Village of Buffalo Grove not as penalty, but as liquidated damages.

BID SECURITY

Accompanying this Bid is a copy of Bid Bond
 Three Thousand, One Hundred Fifty Nine Dollars
 in the amount of and Fifty Cents. Dollars

(\$ 3,159.50).

Note: (a) Insert the words "Bank Draft", "Cashier's Check", "Certified Check" or "Bid Bond", as the case may be.

(b) Amount must be equal to at least ten percent (10%) of the Total Base Bid.

EXHIBIT B - SCHEDULE OF PRICES (cont.)

SUBCONTRACTOR LISTING

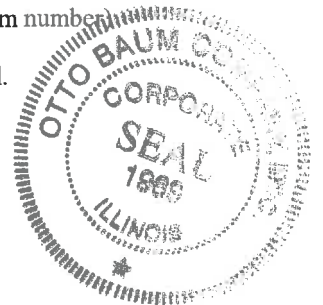
Bidder, to employ the following listed subcontractors for the following enumerated classes of work and is not to alter or add to such list without the written consent of the Village.

<u>SUBCONTRACTOR</u>	<u>CLASS OF WORK</u>
1. <u>N/A</u>	<u>N/A</u>
2. _____	_____
3. _____	_____
4. _____	_____

ACKNOWLEDGEMENT OF ADDENDA

Acknowledgement of receipt of Addenda(s) 1 (list each addendum number)

Attach each signed addendum, if any, to the bid packet as part of your submittal.



CONTRACTOR SIGNATURE and CONTACT INFORMATION

8/25/2022
Date

309-266-7114
Phone

Otto Baum Company, Inc.
Legal Entity

estimating@ottobaum.com
E-mail


(Sign here)

Terry Baum
(Print Name)

EXHIBIT B - SCHEDULE OF PRICES (cont.)**BID PRICES**

BASE BID..... \$ 31,595.00
Thirty One Thousand, Five Hundred Ninety Five. dollars

Total Base Bid \$ 31,595.00

TIME & MATERIAL RATE

1. For repair of latent conditions or additional work:
 Time (per man-hour) \$ 140.00
 Material (Contractor cost) plus 12 %

CONSTRUCTION SCHEDULE

1. The Undersigned agrees to commence the Work in 10 Calendar days after Contract Award (**pending material availability**) and to complete the Work in 15-30 calendar days thereafter.

CERTIFICATION

1. The Bidder acknowledges receipt of:
- The Project Manual for the above-referenced Project.
 - The Project Drawings for the above-referenced Project.
 - Addenda numbered 1, _____, and _____.
2. The Bidder agrees:
- To hold this Bid open for ninety (90) calendar days after the Bid due date.
 - To enter into and execute a Contract if awarded on the basis of the Bid and to furnish all bonds and insurance required in the Bidding Documents.
 - To accomplish the Work in accordance with the Contract Documents.
 - To comply with requirements outlined in attached Contract between Owner/Contractor; if applicable.