



AGENDA PACKET
VILLAGE OF LAKE ZURICH
Village Board of Trustees Meeting

February 21, 2023
07:00 pm

VILLAGE OF LAKE ZURICH

VILLAGE BOARD OF TRUSTEES MEETING

FEBRUARY 21, 2023

07:00 PM

AGENDA

1. Call To Order

2. Roll Call

Mayor Thomas Poynton, Trustee Dan Bobrowski, Trustee Mary Beth Euker, Trustee Janice Gannon, Trustee Marc Spacone, Trustee Jonathan Sprawka, Trustee Greg Weider

3. Pledge of Allegiance

4. President's Report / Community Update

- Presentation from "Techno Warrioz" on Environmental Sustainability

5. Public Comment

This is an opportunity for residents to comment briefly on matters included on the agenda and otherwise of interest to the Board of Trustees. Public Comment is limited to 30 minutes total and 5 minutes per speaker.

6. Consent Agenda

These titles will be read by the Village Clerk and approved by a single Roll Call Vote. Any item may be pulled from the Consent Agenda for discussion by any member of the Board.

A. Approval of Semi-Monthly Warrant Register Dated February 21, 2023 Totaling \$1,060,408.39

Attachment: [6A.pdf](#)

B. Approval of 2023 External Special Event Requests

Purple Plunge on March 4, Unplugged Fest on August 6, Brazilian Festival on August 12, Alpine Races on August 20, Bushel of Apples Fest on September 22 -- 24, My Density Matters 5k Walk on October 15 and Jack O' Lantern World every Thursday -- Sunday from September 29 -- October 31, 2023 plus Halloween Day

Summary: The Park and Recreation Advisory Board have reviewed and recommend approval of these 2023 special events managed and organized by external organizations seeking to hold their events within Lake Zurich.

Attachment: [6B.pdf](#)

C. Approval of 2023 Internal Village-sponsored Special Event Requests

Egg Hunt on April 1, Tween Egg Dash on April 7, Arbor Day on April 29, Food Truck Socials every Wednesday June -- August, Farmers Market every Friday from June 2 -- September 8, Movies in the Park on June 16 and July 14, Family Fishing Derby on June 18, Groove Grove on June 28, July 26, and August 23, Independence Day on July 4, Rock the Block on September 9, and Miracle on Main on December 2

Summary: The Park and Recreation Advisory Board have reviewed and recommend approval of these 2023 special events managed and organized by the Village of Lake Zurich.

Attachment: [6C.pdf](#)

D. Ordinance Approving the Annual Official Zoning Map of the Village of Lake Zurich (Assign Ord. #2023-02-499)

Summary: Illinois requires all municipalities publish an updated zoning map by March 31 of each year. Changes for 2023 include rezoning one parcel on Buesching Road from R-1/2 Single-Family Residential to R-5 Single-Family Residential, reconfiguring lots at 444 South Rand Road to create a new outlet in the B-3 Regional Shopping Business District, and consolidation of two lots related to the Alpha Tekniko development in the I-Industrial District

Attachment: [6D.pdf](#)

E. Resolution Requesting Temporary Closure of Lake County Jurisdiction on Old McHenry Road on August 20, 2023 for Annual Alpine Races (Assign Reso. #2023-02-072)

Summary: The proposed Resolution authorizes a request to the Lake County Department of Transportation to close a portion of Old McHenry Road from the hours of 6:30 am -- 1:00 pm on August 20, 2023 to support the annual Alpine Races.

Attachment: [6E.pdf](#)

F. Agreement to Purchase Bulk Rock Salt from Compass Minerals America Inc. in the Amount Not-to-Exceed \$169,200

Summary: The FY 2023 budget includes \$169,200 from the Motor Fuel Tax Fund for the purchase of road salt. On October 28, 2022, a contract was approved by the Illinois Department of Central Management Services with Compass Minerals America Inc. for the purchase of bulk road salt at \$80.57 per ton with the term of the contract to expire on September 30, 2023.

Attachment: [6F.pdf](#)

G. Agreement with Apex Landscaping Inc. for 2023 Landscape Maintenance in the Amount of \$214,297 with a Not-to-Exceed Amount of \$260,000 for Additional Landscaping Maintenance as Needed

Summary: The FY 2023 budget includes \$260,000 for landscaping that includes mowing and flower bed maintenance at municipal facilities, State right-of-ways, and public parks. Staff opened competitive bids on January 28, 2022, which revealed Apex Landscaping as the lowest competitive rate. The Village has historically bid landscaping maintenance as a three-year contract due to the extensive training needed to familiarize the contractor with Village parcels and maintenance requirements.

Attachment: [6G.pdf](#)

H. Ordinance Amending Title 7, Chapter 6 of the Lake Zurich Municipal Code Concerning the Regulations of Trees (Assign Ord. #2023-02-500)

Summary: The existing tree ordinance was last comprehensively amended in October 2007 with minor text amendments in 2012 and 2019 to update certain procedural provisions. The Tree Commission met on February 7, 2023 to consider the final draft of these proposed amendments and voted unanimously in favor of Village Board approval.

Attachment: [6H.pdf](#)

I. Ordinance Proposing the Establishment of a Backup Special Service Area #20 in the Village of Lake Zurich and Providing for a Public Hearing and Other Procedures in Connection Therewith the Sanctuary of Lake Zurich at the Southeast Corner of North Rand Road and North Old Rand Road (Assign Ord. #2023-02-501)

Summary: The proposed Public Hearing is for the establishment of a backup Special Service Area #20 for maintaining, repairing, reconstructing and/or replacing certain improvements within the Sanctuary subdivision. Special Service Area #20 is being setup as a backup SSA in the event the owners of residential units, the homeowner's association, or any future parties of interest in the area fail to maintain stormwater management improvements or open space areas. No levy of taxes are proposed at this time.

Attachment: [6I.pdf](#)

7. PUBLIC HEARING TO CONSIDER FORMING BACKUP SPECIAL SERVICE AREA #20 FOR MAINTENANCE AND REPAIR OF CERTAIN IMPROVEMENTS WITHIN THE SANCTUARY OF LAKE ZURICH SUBDIVISION AT THE SOUTHEAST CORNER OF NORTH RAND ROAD AND NORTH OLD RAND ROAD

Summary: The Village proposed an ordinance and public hearing for the establishment of a backup Special Service Area for the ongoing maintenance of improvements such as wetland areas, lakefront beaches, lakefront shoreline, underground detention, storm sewer maintenance, retaining walls, and private roadways located within the property commonly referred to as the Sanctuary of Lake Zurich.

Special Service Area #20 is being set up as a backup SSA in the event that the owners of residential units, the homeowners association, the owner of the commercial restaurant property, or any future parties of interest in the property fail to maintain, repair, reconstruct and/or replace these improvements. No levy of taxes to fund this maintenance is proposed at this time.

Recommended Action #1: A motion to Open the Public Hearing and receive into record any public comments or concerns on the proposed backup SSA #20.

Recommended Action #2: A motion to Close the Public Hearing.

8. New Business

This agenda item includes matters coming to the Board of Trustees for discussion and possible action.

A. Ordinance Approving Budget Amendment #2 for Fiscal Year 2022 Budget (Assign Ord. #2023-02-502) (Trustee Sprawka)

Summary: An evaluation of the financial projections for the 2022 fiscal year has identified a number of necessary budget amendments based on the actual figures or best estimates for projected year-end results.

Recommended Action: A motion to approve ordinance 2023-02-502 via a minimum two-thirds majority vote amending the Fiscal Year 2022 Budget.

Attachment: [8A.pdf](#)

B. Ordinance Approving Budget Amendment #1 for Fiscal Year 2023 Budget (Assign Ord. #2023-02-503) (Trustee Sprawka)

Summary: Recognizing the ever-increasing demand for repair and maintenance of public assets, staff is recommending a reorganization of the Public Works Department. Establishing the position of Project Manager in lieu of a Maintenance Worker II position will provide necessary resources for oversight of public improvement projects.

Recommended Action: A motion to approve ordinance 2023-02-503 via a minimum two-thirds majority vote amending the Fiscal Year 2023 Budget.

Attachment: [8B.pdf](#)

C. Agreement with G.E. Riddiford Company for Police Department Roof Replacement in the Amount of \$688,644 with a Total Not-to-Exceed Amount of \$810,000 (Trustee Spaccone)

Summary: The FY 2023 budget includes \$810,000 in the Capital Projects Fund for the replacement of the police department roof, which is the original roof from 2001. A competitive bid opening for this project was conducted on February 2, 2023 with six bids received. G.E. Riddiford Company provided the most competitive bid at \$688,644. The requested not-to-exceed amount of \$810,000 includes another \$121,356 for construction inspections and potential project contingency costs.

Recommended Action: A motion to approve an agreement with G.E. Riddiford Company for Police Department Roof Replacement in the Amount of \$688,644 with a Total Not-to-Exceed Amount of \$810,000.

Attachment: [8C.pdf](#)

D. Agreement with Master Project for Buffalo Creek Park Facility Roof Replacement in the Amount of \$138,200 with a Total Not-to-Exceed Amount of \$230,000 (Trustee Spaccone)

Summary: The FY 2023 budget includes \$230,000 in the Capital Projects Fund for the replacement of the Buffalo Creek facility roof. A competitive bid opening for this project was conducted on 2, 2023 with eight bids received. Master Project provided the most competitive bid at \$138,200. The requested not-to-exceed amount of \$230,000 includes another \$91,800 for construction inspections and potential project contingency costs.

Recommended Action: A motion to approve an agreement with Master Project for Buffalo Creek Park Facility Roof Replacement in the Amount of \$138,200 with a Total Not-to-Exceed Amount of \$230,000.

Attachment: [8D.pdf](#)

9. Trustee Reports

This is an opportunity for Trustees to report on matters of interest to the Board of Trustees.

10. Village Staff Reports

A. Monthly Data Metric Reports

Attachment: [Village Managers Office.pdf](#)

Attachment: [Community Development.pdf](#)

Attachment: [Finance Department.pdf](#)

Attachment: [Fire Department.pdf](#)

Attachment: [Parks and Recreation.pdf](#)

Attachment: [Public Works.pdf](#)

11. Department Head Reports

(This is an opportunity for department heads to report on matters of interest to the Board of Trustees.)

12. Adjournment

Next regularly scheduled Village Board meeting is on Monday, March 6, 2023.

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|---|---------------------------|---|--|----------------------|--------------|
| WARRANT REPORT - 02/21/2023 | | | | | |
| \$1,060,408.39 | | | | | |
| <u>GL Number</u> | <u>GL Desc</u> | <u>Vendor</u> | <u>Invoice Description</u> | <u>Amount</u> | |
| Fund 101 GENERAL | | | | | |
| Dept 00000 | | | | | |
| 101-00000-21203 | RECREATION CREDIT PAYABLE | NIXON, JANNA | REF PRG CXL - STEAM | 10.00 | |
| | | Total For Dept 00000 | | 10.00 | |
| Dept 10001 GENERAL GOVERNMENT ADMINISTRATION | | | | | |
| 101-10001-48304 | RECOVERY & LOSS | NORTHWEST COLLECTORS INC | COLLECTION FEE | 35.00 | |
| | | Total For Dept 10001 GENERAL GOVERNMENT ADMINISTRATION | | 35.00 | |
| Dept 11006 LEGISLATIVE MAYOR & BOARD | | | | | |
| 101-11006-52111 | OTHER PROFESSIONAL SVCS | IL STATE POLICE | LIQUOR COMMISSION ILL11543L | 254.25 | |
| 101-11006-52111 | OTHER PROFESSIONAL SVCS | LAKE COUNTY CLERK | ECOMMERCE COPY DOCUMENT | 5.00 | |
| 101-11006-52111 | OTHER PROFESSIONAL SVCS | LAKE COUNTY MUNICIPAL LEAGUE | LEGISLATIVE BREAKFAST 2.4.2023 | 40.00 | |
| | | Total For Dept 11006 LEGISLATIVE MAYOR & BOARD | | 299.25 | |
| Dept 12001 VILLAGE ADMIN ADMINISTRATION | | | | | |
| 101-12001-53208 | OFFICE SUPPLIES | AMAZON.COM SALES, INC | WATER FILTER DISPENSER, MOUNTING PUTTY | 66.46 | |
| | | Total For Dept 12001 VILLAGE ADMIN ADMINISTRATION | | 66.46 | |
| Dept 12180 VILLAGE ADMIN ECONOMIC DEVELOPMENT | | | | | |
| 101-12180-54308 | TAX REBATES | BRADFORD LAKE ZURICH 5 LLC | TAX REBATE - OCTOBER 2022 | 15,840.27 | |
| 101-12180-54308 | TAX REBATES | VILLAGE OF HAWTHORN WOODS | TAX REBATE - OCTOBER 2022 | 4,875.76 | |
| 101-12180-54308 | TAX REBATES | VILLAGE OF KILDEER | TAX REBATE - OCTOBER 2022 | 9,751.52 | |
| | | Total For Dept 12180 VILLAGE ADMIN ECONOMIC DEVELOPMENT | | 30,467.55 | |
| Dept 13001 FINANCE ADMINISTRATION | | | | | |
| 101-13001-52112 | PROFESSIONAL ACCOUNTING | BAKER TILLY VIRCHOW KRAUSE, LLP | FISCAL AUDIT 2022 | 13,050.00 | |
| 101-13001-53208 | OFFICE SUPPLIES | RUNCO OFFICE SUPPLY & EQUIPMENT CO. | CALCULATOR PAPER, FILE JACKETS | 46.05 | |
| 101-13001-53208 | OFFICE SUPPLIES | STAPLES CONTRACT & COMMERCIAL, INC | COPY PAPER | 63.80 | |
| | | Total For Dept 13001 FINANCE ADMINISTRATION | | 13,159.85 | |
| Dept 17001 TECHNOLOGY ADMINISTRATION | | | | | |
| 101-17001-52111 | OTHER PROFESSIONAL SVCS | ADOBE INC | CREATIVE CLOUD - FEB | 265.94 | |
| 101-17001-52111 | OTHER PROFESSIONAL SVCS | ARCHIVESOCIAL INC | SOCIAL MEDIA ARCHIVING SUBSCRIPTION 2023 | 2,988.00 | |
| 101-17001-52111 | OTHER PROFESSIONAL SVCS | AWS #140011104 aws.amazon | AWS CLOUD SVCS - JAN 2023 | 15.17 | |
| 101-17001-52111 | OTHER PROFESSIONAL SVCS | GOOGLE | GOOGLE SERVICE - FEB 2023 | 24.00 | |
| 101-17001-52111 | OTHER PROFESSIONAL SVCS | TOSHIBA BUSINESS SOLUTIONS, USA | DOCUWARE SUPPORT - FEB | 365.01 | |
| 101-17001-52704 | MAINT-EQUIPMENT | SERVICE EXPRESS, LLC | 2023 MAINT SVC | 936.00 | |
| 101-17001-52704 | MAINT-EQUIPMENT | TOSHIBA BUSINESS SOLUTIONS, USA | COPIES - NOV 22 TO JAN 23 | 1,379.65 | |
| 101-17001-52704 | MAINT-EQUIPMENT | TOSHIBA BUSINESS SOLUTIONS, USA | COPIES - NOV 22 TO JAN 23 | 689.82 | |

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| <u>GL Number</u> | <u>GL Desc</u> | <u>Vendor</u> | <u>Invoice Description</u> | <u>Amount</u> |
|---|---------------------------------|-----------------------------------|---|----------------------|
| 101-17001-53203 | TELEPHONE & DATA SVCS | AT & T | VH ELEVATOR 540-9255 | 446.54 |
| 101-17001-53203 | TELEPHONE & DATA SVCS | COMCAST CABLE COMMUNICATIONS MGMT | COMBINED INTERNET - JAN/FEB 2023 | 5,473.19 |
| 101-17001-53203 | TELEPHONE & DATA SVCS | COMCAST CABLE COMMUNICATIONS MGMT | INTERNET - 133 N OLD RAND | 114.90 |
| 101-17001-53203 | TELEPHONE & DATA SVCS | GRANITE TELECOMMUNICATIONS LLC | BARN ELEVATOR PHONE | 74.60 |
| 101-17001-53203 | TELEPHONE & DATA SVCS | PEERLESS NETWORK INC | ANALOG LINES - JAN 2023 | 201.31 |
| 101-17001-53203 | TELEPHONE & DATA SVCS | RINGCENTRAL INC 650-47241 | ANNUAL FEE - HR/BARN VIRTUAL FAX | 995.05 |
| 101-17001-53407 | EQUIP MAINT PART&SUPPLIE | AMAZON.COM SALES, INC | TV MOUNTING HARDWARE KIT | 11.19 |
| 101-17001-53407 | EQUIP MAINT PART&SUPPLIE | BATTERIES PLUS HOLDING CORP | 12V BATTERIES | 100.60 |
| 101-17001-56601 | CAPITAL LEASE | TOSHIBA FINANCIAL SERVICES | FIRE & PD - COPIER LEASE | 164.73 |
| 101-17001-56601 | CAPITAL LEASE | TOSHIBA FINANCIAL SERVICES | FIRE & CS - COPIER LEASE | 119.50 |
| | | | Total For Dept 17001 TECHNOLOGY ADMINISTRATION | 14,365.20 |
| Dept 24001 POLICE ADMINISTRATION | | | | |
| 101-24001-52111 | OTHER PROFESSIONAL SVCS | CALEA | CALEA ANNUAL DUES | 4,595.00 |
| 101-24001-52111 | OTHER PROFESSIONAL SVCS | GATSO USA, INC | RED LIGHT CAMERA FEE | 6,630.00 |
| 101-24001-52602 | WASTE REMOVAL | DANIELS SHARPSMART, INC | SHARPS REMOVAL | 259.98 |
| 101-24001-52602 | WASTE REMOVAL | DANIELS SHARPSMART, INC | SHARPS REMOVAL | 3.96 |
| 101-24001-53203 | TELEPHONE & DATA SVCS | COMCAST CABLE COMMUNICATIONS MGMT | CABLE - PD | 63.18 |
| 101-24001-53204 | CELL PHONES & PAGERS | AT & T | CELL PHONES - PD JAN 2023 | 389.92 |
| 101-24001-53209 | UNIFORMS | GALL'S PARENT HOLDINGS LLC | COMMENDATION, SLIDE BAR - GRUNDER | 49.00 |
| 101-24001-53209 | UNIFORMS | GALL'S PARENT HOLDINGS LLC | UA BASE CREW - SMITH | 140.21 |
| 101-24001-53209 | UNIFORMS | JOHNSON, ROBERT | COMMENDATION BAR | 27.45 |
| 101-24001-54316 | GRANT PASS-THROUGH EXPENDITURES | LC METROPOLITAN ENFORCEMENT GROUP | 2023 Q1 MEG JAG GRANT REIMBURSEMENT | 42,013.29 |
| | | | Total For Dept 24001 POLICE ADMINISTRATION | 54,171.99 |
| Dept 24210 POLICE OPERATIONS | | | | |
| 101-24210-51652 | TRAINING AND MEETINGS | NORTHWEST COMMUNITY HOSPITAL | CPR TRAINER RECERT - STEFFY | 85.00 |
| 101-24210-52111 | OTHER PROFESSIONAL SVCS | MOTOROLA SOLUTIONS, INC | STARCOM RADIO - FEB | 1,530.00 |
| 101-24210-52204 | OTHER LEGAL | ALBARRAN, LUIS | LOCAL PROSECUTOR FEES - JAN | 6,666.67 |
| 101-24210-52204 | OTHER LEGAL | ETERNO, DAVID G | ADJUDICATION HEARING FEE | 225.00 |
| 101-24210-53209 | UNIFORMS | ELEGANT EMBROIDERY INC | HAT - SIEBER | 28.00 |
| 101-24210-53209 | UNIFORMS | GALL'S PARENT HOLDINGS LLC | EYEWEAR, TOURNIQUET, EARMUFF, TACTICAL - SCARRY/MARRA | 464.20 |
| 101-24210-53209 | UNIFORMS | PANIK, ZACHARY | BOOTS | 62.69 |
| 101-24210-53210 | SMALL TOOLS & EQUIP | STREICHER'S, INC | REXIT ENTRY TOOLS | 2,450.00 |
| | | | Total For Dept 24210 POLICE OPERATIONS | 11,511.56 |
| Dept 24230 POLICE CRIME PREVENTION | | | | |
| 101-24230-52111 | OTHER PROFESSIONAL SVCS | TLO LLC | INVESTIGATIVE SEARCH ENGINE | 127.20 |
| 101-24230-52111 | OTHER PROFESSIONAL SVCS | TRANS UNION LLC | CREDIT CHECKS | 132.58 |
| 101-24230-52111 | OTHER PROFESSIONAL SVCS | WEST PUBLISHING GROUP | INVESTIGATIVE SEARCH ENGINE | 228.75 |

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|---------------------------------------|--------------------------|-------------------------------------|--|----------------------|
| 101-24230-52118 | SOFTWARE MAINTENANCE | PORTER LEE CORPORATION | BEAST ANNUAL DUES | 710.00 |
| 101-24230-53211 | OTHER SUPPLIES | SIRCHIE | FINGERPRINT PADS | 45.35 |
| | | | Total For Dept 24230 POLICE CRIME PREVENTION | <hr/> 1,243.88 |
| Dept 25001 FIRE ADMINISTRATION | | | | |
| 101-25001-52203 | LABOR ATTORNEY | CLARK HILL PLC | LEGAL SERVICES THRU DEC 2022 | 4,038.50 |
| 101-25001-52701 | MAINT-BLDGS & GROUNDS | UESCO INDUSTRIES, INC | HOIST INSPECTION - 2022 | 650.00 |
| 101-25001-52704 | MAINT-EQUIPMENT | TOSHIBA BUSINESS SOLUTIONS, USA | COPIES - NOV 22 TO JAN 23 | 412.11 |
| 101-25001-52704 | MAINT-EQUIPMENT | TOSHIBA BUSINESS SOLUTIONS, USA | COPIES - NOV 22 TO JAN 23 | 206.06 |
| 101-25001-53203 | TELEPHONE & DATA SVCS | COMCAST CABLE COMMUNICATIONS MGMT | COMBINED INTERNET - JAN/FEB 2023 | 2,736.60 |
| 101-25001-53203 | TELEPHONE & DATA SVCS | PEERLESS NETWORK INC | ANALOG LINES - JAN 2023 | 26.64 |
| 101-25001-53204 | CELL PHONES & PAGERS | AT & T | CELL PHONES - FIRE | 36.78 |
| 101-25001-53208 | OFFICE SUPPLIES | RUNCO OFFICE SUPPLY & EQUIPMENT CO. | BINDERS - ST. 1 | 155.40 |
| 101-25001-53209 | UNIFORMS | ELEGANT EMBROIDERY INC | EMBROIDERY - KLEINHEINZ | 34.00 |
| 101-25001-53209 | UNIFORMS | JOHNSON, JEREMIAH | REIMB: CLASS A TAILORED | 42.00 |
| 101-25001-53209 | UNIFORMS | ON TIME EMBROIDERY, INC | NEW HIRE UNIFORM - MUNOZ | 462.00 |
| 101-25001-53209 | UNIFORMS | ON TIME EMBROIDERY, INC | LIEUTENANT UNIFORM ALTERATIONS - BROOKS | 273.50 |
| 101-25001-53209 | UNIFORMS | ON TIME EMBROIDERY, INC | BOOTS - BARTOLI | 179.00 |
| 101-25001-53209 | UNIFORMS | ON TIME EMBROIDERY, INC | POLOS - JOHNSON | 112.00 |
| 101-25001-53209 | UNIFORMS | ON TIME EMBROIDERY, INC | PANTS - FRANO | 79.00 |
| 101-25001-53209 | UNIFORMS | ON TIME EMBROIDERY, INC | JACKET - ROWE | 296.50 |
| 101-25001-53209 | UNIFORMS | ON TIME EMBROIDERY, INC | JOB SHIRT, NAMEPLATE - BROOKS | 91.00 |
| 101-25001-53209 | UNIFORMS | ON TIME EMBROIDERY, INC | JOB SHIRT, SHIRTS, CAPS - HEDQUIST | 338.50 |
| 101-25001-53209 | UNIFORMS | ON TIME EMBROIDERY, INC | SHIRTS, CAP - KELLY | 46.00 |
| 101-25001-53209 | UNIFORMS | ON TIME EMBROIDERY, INC | JOB SHIRT, SHIRTS - CORNELL | 149.00 |
| 101-25001-53209 | UNIFORMS | ON TIME EMBROIDERY, INC | SHIRTS, INSIGNIA - CORNELL | 76.00 |
| 101-25001-53209 | UNIFORMS | ON TIME EMBROIDERY, INC | CAP - BROOKS | 19.00 |
| 101-25001-53209 | UNIFORMS | ON TIME EMBROIDERY, INC | CAP, CLASS A SHIRT, TSHIRTS - STAPLETON | 159.00 |
| 101-25001-53209 | UNIFORMS | ON TIME EMBROIDERY, INC | JOB SHIRT, TSHIRTS, CAP, PANTS - WILTGEN | 225.00 |
| 101-25001-53209 | UNIFORMS | ON TIME EMBROIDERY, INC | PANTS - BARTOLI | 237.00 |
| 101-25001-53210 | SMALL TOOLS & EQUIP | HOME DEPOT CREDIT SERVICES | MIST. TOOLS, RUBBER CORD, PLUGS | 67.44 |
| 101-25001-53210 | SMALL TOOLS & EQUIP | LZ ACE LLC | MISC. FASTENERS | 0.40 |
| 101-25001-53210 | SMALL TOOLS & EQUIP | LZ ACE LLC | MISC. FASTENERS - CREDIT PER LINDA | (0.40) |
| 101-25001-53210 | SMALL TOOLS & EQUIP | LZ ACE LLC | WIRES, CONNECTORS, PLUG | 51.71 |
| 101-25001-53210 | SMALL TOOLS & EQUIP | LZ ACE LLC | SCREWS | 25.49 |
| 101-25001-53210 | SMALL TOOLS & EQUIP | PETTY CASH - FIRE/RESCUE #1 | TAPE REIMB - BENE | 30.06 |
| 101-25001-53211 | OTHER SUPPLIES | RUNCO OFFICE SUPPLY & EQUIPMENT CO. | PAPER TOWEL, KLEENEX, GLASS CLEANER, DETERGENT - ST. 4 | 210.16 |
| 101-25001-53211 | OTHER SUPPLIES | WAREHOUSE DIRECT, INC | HANDWASH FOR STATIONS | 121.00 |
| 101-25001-53405 | BLDG & GROUND MAINT SUPP | LZ ACE LLC | HANGING STRIP - MED BLACK | 5.60 |
| 101-25001-53405 | BLDG & GROUND MAINT SUPP | WAREHOUSE DIRECT, INC | SQUEEGEES FOR STATIONS | 501.04 |

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| <u>GL Number</u> | <u>GL Desc</u> | <u>Vendor</u> | <u>Invoice Description</u> | <u>Amount</u> |
|---|--------------------------|---|---|----------------------|
| 101-25001-56601 | CAPITAL LEASE | TOSHIBA FINANCIAL SERVICES | FIRE & PD - COPIER LEASE | 164.74 |
| 101-25001-56601 | CAPITAL LEASE | TOSHIBA FINANCIAL SERVICES | FIRE & CS - COPIER LEASE | 119.50 |
| | | Total For Dept 25001 FIRE ADMINISTRATION | | <u>12,377.33</u> |
| Dept 25320 FIRE FIRE SUPPRESSION | | | | |
| 101-25320-51652 | TRAINING AND MEETINGS | UNIVERSITY OF ILLINOIS URBANA-CHAMP | TRAIN - BATTERY ELEC VEHICLE INCIDENTS LEAD - ERB | 250.00 |
| 101-25320-52111 | OTHER PROFESSIONAL SVCS | MOTOROLA SOLUTIONS, INC | FIRE STARCOM FEES - FEB | 1,512.00 |
| 101-25320-53210 | SMALL TOOLS & EQUIP | AIR ONE EQUIPMENT INC | REPLACE REGULATOR - MALFUNCTION, PAST USEFUL LIFE | 385.00 |
| 101-25320-53211 | OTHER SUPPLIES | RUNCO OFFICE SUPPLY & EQUIPMENT CO. | REHAB WATER - ST. 1 | 39.96 |
| 101-25320-55254 | MACHINERY & EQUIPMENT | JEFFERSON FIRE & SAFETY INC | HOLMATRO MINERAL OIL | 55.00 |
| | | Total For Dept 25320 FIRE FIRE SUPPRESSION | | <u>2,241.96</u> |
| Dept 25330 FIRE EMS | | | | |
| 101-25330-51651 | LICENSING/CERTIFICATIONS | ANDRES MEDICAL BILLING | MEDICARE'S REVALIDATION FEE | 688.00 |
| 101-25330-51652 | TRAINING AND MEETINGS | NORTHWEST COMMUNITY HOSPITAL | INSTATION & ADMIN FEES | 2,925.00 |
| 101-25330-53211 | OTHER SUPPLIES | AMERICAN GASES CORP | OXYGEN RENTAL | 135.80 |
| 101-25330-53211 | OTHER SUPPLIES | HENRY SCHEIN EMS | EXAM GLOVES LARGE | 449.70 |
| 101-25330-53211 | OTHER SUPPLIES | HENRY SCHEIN EMS | EXAM GLOVES LARGE (SECOND ORDER) | 449.70 |
| | | Total For Dept 25330 FIRE EMS | | <u>4,648.20</u> |
| Dept 25340 FIRE SPECIAL RESCUE | | | | |
| 101-25340-53211 | OTHER SUPPLIES | AFC INTERNATIONAL, INC | GAS MONITOR SUPPLIES - CALIBRATION GAS | 212.15 |
| 101-25340-55254 | MACHINERY & EQUIPMENT | ELEVATED SAFETY LLC | 3 TRT HARNESSSES | 1,219.26 |
| 101-25340-55254 | MACHINERY & EQUIPMENT | ELEVATED SAFETY LLC | REPLACING EQPT, GEAR FOR NEW MEMBER | 3,885.56 |
| | | Total For Dept 25340 FIRE SPECIAL RESCUE | | <u>5,316.97</u> |
| Dept 25350 FIRE PREVENTION BUREAU | | | | |
| 101-25350-53211 | OTHER SUPPLIES | PETTY CASH - FIRE/RESCUE #1 | CHILI COOKOFF REIMB - HENRIKSEN | 30.00 |
| 101-25350-53211 | OTHER SUPPLIES | PETTY CASH - FIRE/RESCUE #1 | CHILI COOKOFF REIMB - PILGARD | 25.41 |
| 101-25350-53211 | OTHER SUPPLIES | PETTY CASH - FIRE/RESCUE #1 | CHILI COOKOFF REIMB - WASCOW | 29.32 |
| 101-25350-53211 | OTHER SUPPLIES | PETTY CASH - FIRE/RESCUE #1 | CHILI COOKOFF REIMB - KELLY | 30.00 |
| 101-25350-53211 | OTHER SUPPLIES | PETTY CASH - FIRE/RESCUE #1 | CHILI COOKOFF REIMB - WENZEL | 28.80 |
| | | Total For Dept 25350 FIRE PREVENTION BUREAU | | <u>143.53</u> |
| Dept 28001 COMMUNITY DEVELOPMENT ADMINISTRATION | | | | |
| 101-28001-52111 | OTHER PROFESSIONAL SVCS | PADDOCK PUBLICATIONS INC. | BD BOND REF #1870493 | 179.40 |
| | | Total For Dept 28001 COMMUNITY DEVELOPMENT ADMINISTRATION | | <u>179.40</u> |
| Dept 36001 PUBLIC WORKS ADMINISTRATION | | | | |
| 101-36001-52111 | OTHER PROFESSIONAL SVCS | CINTAS CORPORATION #2 | UNIFORMS/MATS 02/02 | 32.76 |

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| 101-36001-52111 | OTHER PROFESSIONAL SVCS | CINTAS CORPORATION #2 | UNIFORMS/MATS 2-09 | 32.76 |
| 101-36001-52602 | WASTE REMOVAL | SWALCO | 2023 MEMBERSHIP FEE | 9,077.50 |
| 101-36001-52701 | MAINT-BLDGS & GROUNDS | CINTAS CORPORATION #2 | UNIFORMS/MATS 02/02 | 53.33 |
| 101-36001-52701 | MAINT-BLDGS & GROUNDS | CINTAS CORPORATION #2 | UNIFORMS/MATS 2-09 | 53.33 |
| 101-36001-52701 | MAINT-BLDGS & GROUNDS | MARTIN ENTERPRISES HEATING/AIR COND | PD HVAC RTU 1 HIGH LIMIT | 521.77 |
| 101-36001-52701 | MAINT-BLDGS & GROUNDS | MC GINTY BROS., INC. | HAZARD TREE REMOVAL | 2,900.00 |
| 101-36001-52701 | MAINT-BLDGS & GROUNDS | OTIS ELEVATOR COMPANY | ANNUAL ELEVATOR SERVICE VH,505 | 6,020.52 |
| 101-36001-52704 | MAINT-EQUIPMENT | METROPOLITAN INDUSTRIES INC. | LOT 42 DISCONNECT SWITCH | 782.50 |
| 101-36001-53201 | ELECTRICITY | COMMONWEALTH EDISON | 1043 PARTRIDGE LN | 68.32 |
| 101-36001-53209 | UNIFORMS | ELEGANT EMBROIDERY INC | HATS | 240.00 |
| 101-36001-53210 | SMALL TOOLS & EQUIP | CITY ELECTRIC SUPPLY | CIRCUIT TESTER | 60.94 |
| 101-36001-53210 | SMALL TOOLS & EQUIP | HOME DEPOT CREDIT SERVICES | SHOVEL | 34.98 |
| 101-36001-53210 | SMALL TOOLS & EQUIP | HOME DEPOT CREDIT SERVICES | HAND TOOLS | 111.90 |
| 101-36001-53210 | SMALL TOOLS & EQUIP | RUSSO POWER EQUIPMENT | TRIMMING EQPT | 155.75 |
| 101-36001-53211 | OTHER SUPPLIES | WESTERN FIRST AID & SAFETY | VH FIRST AID | 163.04 |
| 101-36001-53211 | OTHER SUPPLIES | WESTERN FIRST AID & SAFETY | FIRST AID SUPPLIES | 196.82 |
| 101-36001-53401 | CUSTODIAL SUPPLIES | HOME DEPOT CREDIT SERVICES | WINDEX, SPRAY BOTTLE, BRUSHES, TOWELS | 118.54 |
| 101-36001-53401 | CUSTODIAL SUPPLIES | HOME DEPOT CREDIT SERVICES | SPRING LINKS | 12.33 |
| 101-36001-53401 | CUSTODIAL SUPPLIES | HOME DEPOT CREDIT SERVICES | COMPRESSION FITTINGS | 8.76 |
| 101-36001-53404 | RIGHT OF WAY SUPPLIES | BA LIGHTING, LLC | LED STREETLIGHTS | 2,776.00 |
| 101-36001-53404 | RIGHT OF WAY SUPPLIES | JOSEPH D FOREMAN & COMPANY, INC | SEWER FITTINGS | 1,592.00 |
| 101-36001-53405 | BLDG & GROUNDS SUPPLIES | HOME DEPOT CREDIT SERVICES | PD LED LIGHT INSTALL | 74.76 |
| 101-36001-53405 | BLDG & GROUNDS SUPPLIES | LZ ACE LLC | WOOD STAIN | 33.97 |
| 101-36001-53405 | BLDG & GROUNDS SUPPLIES | LZ ACE LLC | FILTERS | 40.78 |
| 101-36001-53405 | BLDG & GROUNDS SUPPLIES | LZ ACE LLC | SCALE REMOVER | 23.79 |
| 101-36001-53405 | BLDG & GROUNDS SUPPLIES | LZ ACE LLC | BRUSHES | 5.57 |
| 101-36001-54305 | EMPLOYEE EXAMS | NORTHWEST COMMUNITY HOSPITAL | DOT TESTING | 75.00 |
| | | Total For Dept 36001 PUBLIC WORKS ADMINISTRATION | | 25,267.72 |
| <hr/> | | | | |
| Dept 36420 PUBLIC WORKS PARK MAINTENANCE | | | | |
| 101-36420-52701 | MAINT-BLDGS & GROUNDS | MARTIN ENTERPRISES HEATING/AIR COND | BCA FURNACES | 11,900.00 |
| 101-36420-53201 | ELECTRICITY | COMMONWEALTH EDISON | 7 E MAIN ST | 37.03 |
| 101-36420-53201 | ELECTRICITY | COMMONWEALTH EDISON | 972 MARCH ST | 19.70 |
| 101-36420-53405 | BLDG & GROUND MAINT SUPP | HOME DEPOT CREDIT SERVICES | OUTLET | 26.17 |
| 101-36420-53405 | BLDG & GROUND MAINT SUPP | LZ ACE LLC | BLACK PIPE | 5.94 |
| 101-36420-54306 | EQUIPMENT RENTAL | SERVICE SANITATION, INC | PAULUS PARK PORT-O-POTTY | 160.44 |
| | | Total For Dept 36420 PUBLIC WORKS PARK MAINTENANCE | | 12,149.28 |
| <hr/> | | | | |
| Dept 36471 PUBLIC WORKS FLEET SERVICES | | | | |
| 101-36471-52111 | OTHER PROFESSIONAL SVCS | CINTAS CORPORATION #2 | UNIFORMS/MATS 02/02 | 43.26 |

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| 101-36471-52111 | OTHER PROFESSIONAL SVCS | CINTAS CORPORATION #2 | UNIFORMS/MATS 2-09 | 43.26 |
| 101-36471-53210 | SMALL TOOLS & EQUIP | LAWSON PRODUCTS INC. | HARDWARE | 456.66 |
| 101-36471-53210 | SMALL TOOLS & EQUIP | LZ ACE LLC | SAW BLADES | 31.43 |
| 101-36471-53211 | OTHER SUPPLIES | AIRGAS USA, LLC | TORCH GAS | 165.21 |
| 101-36471-53211 | OTHER SUPPLIES | LZ ACE LLC | TAPE | 11.66 |
| 101-36471-53406 | AUTO PARTS & SUPPLIES | CHICAGO PARTS & SOUND LLC | HOSES | 378.92 |
| 101-36471-53406 | AUTO PARTS & SUPPLIES | CHICAGO PARTS & SOUND LLC | BRAKE PADS | 132.56 |
| 101-36471-53406 | AUTO PARTS & SUPPLIES | CHICAGO PARTS & SOUND LLC | BRAKE PADS | 61.05 |
| 101-36471-53406 | AUTO PARTS & SUPPLIES | CHICAGO PARTS & SOUND LLC | BELTS | 58.68 |
| 101-36471-53406 | AUTO PARTS & SUPPLIES | FORCE AMERICA DISTRIBUTING LLC | CABLES | 18.90 |
| 101-36471-53406 | AUTO PARTS & SUPPLIES | FORCE AMERICA DISTRIBUTING LLC | HARNESS | 136.44 |
| 101-36471-53406 | AUTO PARTS & SUPPLIES | FOSTER COACH SALES INC. | LATCHES | 102.62 |
| 101-36471-53406 | AUTO PARTS & SUPPLIES | MACQUEEN EQUIPMENT, LLC | PRIMER MOTOR | 1,045.41 |
| 101-36471-53406 | AUTO PARTS & SUPPLIES | MACQUEEN EQUIPMENT, LLC | SWITCH | 46.81 |
| 101-36471-53406 | AUTO PARTS & SUPPLIES | MACQUEEN EQUIPMENT, LLC | SWITCH | 368.22 |
| 101-36471-53406 | AUTO PARTS & SUPPLIES | MACQUEEN EQUIPMENT, LLC | MARKER LIGHT | 39.10 |
| 101-36471-53406 | AUTO PARTS & SUPPLIES | MACQUEEN EQUIPMENT, LLC | GAUGES | 617.84 |
| 101-36471-53406 | AUTO PARTS & SUPPLIES | MOTOR PARTS & EQUIPMENT CORP | CREDIT-PARTS RETURN | (126.99) |
| 101-36471-53406 | AUTO PARTS & SUPPLIES | MOTOR PARTS & EQUIPMENT CORP | CREDIT-PARTS RETURN | (62.38) |
| 101-36471-53406 | AUTO PARTS & SUPPLIES | MOTOR PARTS & EQUIPMENT CORP | BATTERY | 62.38 |
| 101-36471-53406 | AUTO PARTS & SUPPLIES | MOTOR PARTS & EQUIPMENT CORP | HUB CAP | 77.88 |
| 101-36471-53406 | AUTO PARTS & SUPPLIES | MOTOR PARTS & EQUIPMENT CORP | BRAKE ROTORS | 508.48 |
| 101-36471-53406 | AUTO PARTS & SUPPLIES | MOTOR PARTS & EQUIPMENT CORP | LENS | 21.84 |
| 101-36471-53406 | AUTO PARTS & SUPPLIES | MOTOR PARTS & EQUIPMENT CORP | BRAKE ROTORS 335 | 483.06 |
| 101-36471-53406 | AUTO PARTS & SUPPLIES | MOTOR PARTS & EQUIPMENT CORP | BRAKE ROTORS 431 | 508.48 |
| 101-36471-53406 | AUTO PARTS & SUPPLIES | MOTOR PARTS & EQUIPMENT CORP | BRAKE ROTORS 435 | 453.90 |
| 101-36471-53406 | AUTO PARTS & SUPPLIES | MOTOR PARTS & EQUIPMENT CORP | BRAKE ROTORS 434 | 962.38 |
| 101-36471-53406 | AUTO PARTS & SUPPLIES | MOTOR PARTS & EQUIPMENT CORP | OIL FILTER | 130.17 |
| 101-36471-53406 | AUTO PARTS & SUPPLIES | MOTOR PARTS & EQUIPMENT CORP | HUB CAP | 38.94 |
| 101-36471-53406 | AUTO PARTS & SUPPLIES | MOTOR PARTS & EQUIPMENT CORP | CREDIT-CORE RETURN | (18.00) |
| 101-36471-53406 | AUTO PARTS & SUPPLIES | MOTOR PARTS & EQUIPMENT CORP | FILTERS | 476.05 |
| 101-36471-53406 | AUTO PARTS & SUPPLIES | MOTOR PARTS & EQUIPMENT CORP | BATTERY | 138.69 |
| 101-36471-53406 | AUTO PARTS & SUPPLIES | P&G KEENE ELECTRICAL REBUILDERS LLC | PRIMER MOTOR | 365.00 |
| 101-36471-53406 | AUTO PARTS & SUPPLIES | RAY O'HERRON COMPANY INC. | LOAD LIGHT | 117.00 |
| 101-36471-53406 | AUTO PARTS & SUPPLIES | RUSH TRUCK CENTER | CONTROL VALVE | 388.48 |
| 101-36471-53406 | AUTO PARTS & SUPPLIES | RUSH TRUCK CENTER | NOZZLE KIT | 35.90 |
| 101-36471-53406 | AUTO PARTS & SUPPLIES | RUSH TRUCK CENTER | CREDIT-PARTS RETURN | (385.48) |
| 101-36471-53406 | AUTO PARTS & SUPPLIES | RUSH TRUCK CENTER | VALVE | 122.75 |
| 101-36471-53406 | AUTO PARTS & SUPPLIES | WICKSTROM AUTO GROUP, INC | BUMPER 104 | 235.05 |
| 101-36471-53406 | AUTO PARTS & SUPPLIES | WICKSTROM AUTO GROUP, INC | LAMP 330 | 65.06 |

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| 101-36471-53407 | EQUIP MAINT PART&SUPPLIE | BONNELL INDUSTRIES INC | CURB SHOES | 1,361.15 |
| 101-36471-53407 | EQUIP MAINT PART&SUPPLIE | BONNELL INDUSTRIES INC | PLOW BLADES | 1,103.21 |
| 101-36471-53407 | EQUIP MAINT PART&SUPPLIE | LZ ACE LLC | FASTENERS | 23.12 |
| 101-36471-53407 | EQUIP MAINT PART&SUPPLIE | MOTOR PARTS & EQUIPMENT CORP | CONTROL | 17.69 |
| 101-36471-53407 | EQUIP MAINT PART&SUPPLIE | MOTOR PARTS & EQUIPMENT CORP | FILTERS | 96.69 |
| 101-36471-53407 | EQUIP MAINT PART&SUPPLIE | MOTOR PARTS & EQUIPMENT CORP | OIL FILTER | 15.41 |
| 101-36471-53407 | EQUIP MAINT PART&SUPPLIE | MOTOR PARTS & EQUIPMENT CORP | CREDIT-WARRANTY RETURN | (38.94) |
| 101-36471-53407 | EQUIP MAINT PART&SUPPLIE | R.N.O.W., INC | SWEEPER PARTS | 1,045.40 |
| 101-36471-53407 | EQUIP MAINT PART&SUPPLIE | R.N.O.W., INC | HOPPER INTAKE TUBE | 2,527.52 |
| 101-36471-53407 | EQUIP MAINT PART&SUPPLIE | WEST SIDE TRACTOR SALES | CREDIT-PARTS RETURN | (32.25) |
| 101-36471-53407 | EQUIP MAINT PART&SUPPLIE | WEST SIDE TRACTOR SALES | FILTERS | 180.57 |
| 101-36471-53407 | EQUIP MAINT PART&SUPPLIE | WEST SIDE TRACTOR SALES | FILTERS | 116.83 |
| 101-36471-53407 | EQUIP MAINT PART&SUPPLIE | WEST SIDE TRACTOR SALES | FILTERS | 798.00 |
| 101-36471-53407 | EQUIP MAINT PART&SUPPLIE | WEST SIDE TRACTOR SALES | AIR FILTER | 18.17 |
| 101-36471-53407 | EQUIP MAINT PART&SUPPLIE | WEST SIDE TRACTOR SALES | FILTER | 129.90 |
| 101-36471-53407 | EQUIP MAINT PART&SUPPLIE | WINTER EQUIPMENT COMPANY INC | CURB SHOES | 1,572.03 |
| 101-36471-53414 | CHEMICALS | LAWSON PRODUCTS INC. | HARDWARE | 200.16 |
| 101-36471-53415 | FUELS | AL WARREN OIL CO, INC | DIESEL & FUEL #1731106 1/27/23 | 7,281.64 |
| 101-36471-53415 | FUELS | AL WARREN OIL CO, INC | DIESEL & FUEL #1731107 1/27/23 | 4,989.12 |
| 101-36471-53418 | LUBRICANTS & FLUIDS | CHICAGO PARTS & SOUND LLC | COOLANT | 243.00 |
| | | Total For Dept 36471 PUBLIC WORKS FLEET SERVICES | | <u>30,005.09</u> |
| Dept 67001 RECREATION ADMINISTRATION | | | | |
| 101-67001-53207 | PRINTING-STATIONERY/FORM | JMK DESIGN, LTD | SPRING/SUMMER BROCHURE DESIGN | 5,275.00 |
| 101-67001-53208 | OFFICE SUPPLIES | AMAZON.COM SALES, INC | PVC CARDS | 41.96 |
| 101-67001-53208 | OFFICE SUPPLIES | RUNCO OFFICE SUPPLY & EQUIPMENT CO. | LITERATURE HOLDERS | 14.51 |
| 101-67001-53212 | PROGRAM SUPPLIES | THE PRESTWICK GROUP, INC | TREE PLAQUE - ANDERSON | 442.25 |
| | | Total For Dept 67001 RECREATION ADMINISTRATION | | <u>5,773.72</u> |
| Dept 67935 RECREATION DANCE | | | | |
| 101-67935-53213 | FUNDRAISING EXPENSES | APPLAUSE TALENT PRESENTATIONS | APA COMPETITION - 3/3/23 CHICAGO | 10,200.00 |
| 101-67935-53213 | FUNDRAISING EXPENSES | BROADWAY DANCE THEATRE INC | APA COMPETITION-APR 21-23, 23 CHICAGO | <u>9,405.40</u> |
| | | Total For Dept 67935 RECREATION DANCE | | <u>19,605.40</u> |
| Dept 67970 RECREATION AQUATICS | | | | |
| 101-67970-53211 | OTHER SUPPLIES | WOOD, AUSTIN | LOG KAYAK RACK | <u>1,897.00</u> |
| | | Total For Dept 67970 RECREATION AQUATICS | | <u>1,897.00</u> |
| | | Total For Fund 101 GENERAL | | <u>244,936.34</u> |

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| Fund 202 MOTOR FUEL TAX | | | | |
| Dept 36001 PUBLIC WORKS ADMINISTRATION | | | | |
| 202-36001-52701 | MAINT-BLDGS & GROUNDS | MEADE, INC | MAIN ST SIGNAL MAINT | 200.00 |
| 202-36001-53201 | ELECTRICITY | COMMONWEALTH EDISON | 45 S OLD RAND RD | 29.45 |
| 202-36001-53201 | ELECTRICITY | COMMONWEALTH EDISON | 280 CLAIRVIEW DR | 35.46 |
| | | Total For Dept 36001 PUBLIC WORKS ADMINISTRATION | | <u>264.91</u> |
| | | | | <u>264.91</u> |
| Total For Fund 202 MOTOR FUEL TAX | | | | |
| Fund 207 SPECIAL EVENTS FUND | | | | |
| Dept 67600 RECREATION SPECIAL EVENTS ADMIN | | | | |
| 207-67600-53212 | PROGRAM SUPPLIES | SIGNUPGENIUS WWW.SIGNUP | RECREATION SIGN UP - FEB | 9.99 |
| | | Total For Dept 67600 RECREATION SPECIAL EVENTS ADMIN | | <u>9.99</u> |
| | | | | <u>9.99</u> |
| Dept 67603 RECREATION SPECIAL EVENTS ADMIN | | | | |
| 207-67603-54302 | PUBLIC RELATIONS | U S POSTMASTER | FARMERS MARKET MAILINGS NOTICE - 2 | 835.47 |
| | | U S POSTMASTER | FARMERS MARKET MAILINGS NOTICE | <u>1,655.00</u> |
| | | Total For Dept 67603 RECREATION SPECIAL EVENTS ADMIN | | <u>2,490.47</u> |
| | | | | <u>2,490.47</u> |
| | | | | <u>2,500.46</u> |
| | | | | |
| Total For Fund 207 SPECIAL EVENTS FUND | | | | |
| Fund 214 TIF #2 DOWNTOWN | | | | |
| Dept 10490 GENERAL GOVERNMENT TIF | | | | |
| 214-10490-52201 | VILLAGE ATTORNEY | KATHLEEN FIELD ORR & ASSOCIATES | TIF LEGAL SERVICES - JAN 2023 | 209.00 |
| | | Total For Dept 10490 GENERAL GOVERNMENT TIF | | <u>209.00</u> |
| | | | | <u>209.00</u> |
| | | | | |
| | | | | |
| Total For Fund 214 TIF #2 DOWNTOWN | | | | |
| Fund 227 DISPATCH CENTER | | | | |
| Dept 24220 POLICE DISPATCH | | | | |
| 227-24220-53209 | UNIFORMS | ELEGANT EMBROIDERY INC | JACKET - TORRES | 20.00 |
| 227-24220-53209 | UNIFORMS | GALL'S PARENT HOLDINGS LLC | SHOES - HARPER | 145.00 |
| 227-24220-53209 | UNIFORMS | GALL'S PARENT HOLDINGS LLC | PANTS - LOVELACE | 108.60 |
| 227-24220-53209 | UNIFORMS | GALL'S PARENT HOLDINGS LLC | NAMETAG - MORGAN | 13.77 |
| | | Total For Dept 24220 POLICE DISPATCH | | <u>287.37</u> |
| | | | | <u>287.37</u> |

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| Fund 401 VILLAGE CAPITAL PROJECTS | | | | |
| Dept 36001 PUBLIC WORKS ADMINISTRATION | | | | |
| 401-36001-55251 | LAND IMPROVEMENTS | PADDOCK PUBLICATIONS INC. | SEAL BID AD #4594389 | 92.00 |
| 401-36001-55252 | BLDG & BLDG IMPROVEMENTS | HOME DEPOT CREDIT SERVICES | CHALET DECK MATERIALS | 17.98 |
| 401-36001-55252 | BLDG & BLDG IMPROVEMENTS | HOME DEPOT CREDIT SERVICES | CHALET DECK MATERIALS | 107.88 |
| 401-36001-55252 | BLDG & BLDG IMPROVEMENTS | INDUSTRIAL ROOFING SERVICES INC | PHASE II ROOF PRJCT - POLICE DEPT | 8,120.00 |
| 401-36001-55252 | BLDG & BLDG IMPROVEMENTS | INDUSTRIAL ROOFING SERVICES INC | PHASE II ROOFING PRJCT - BUFFALO CREEK | 3,225.00 |
| Total For Dept 36001 PUBLIC WORKS ADMINISTRATION | | | | <u>11,562.86</u> |
| Total For Fund 401 VILLAGE CAPITAL PROJECTS | | | | <u>11,562.86</u> |
| Fund 405 NHR CAPITAL PROJECTS | | | | |
| Dept 36001 PUBLIC WORKS ADMINISTRATION | | | | |
| 405-36001-53416 | CONCRETE & ASPHALT | PETER BAKER & SON COMPANY | HI PERFORMANCE PRE MIX - 1/19, 1/31 | 2,055.00 |
| 405-36001-55253 | INFRASTRUCTURE IMPROVEMT | THORNE ELECTRIC INC | JUNE TERRACE RRFB | 13,431.00 |
| 405-36001-55253 | INFRASTRUCTURE IMPROVEMT | PETER BAKER & SON COMPANY | ROAD RESURFACING - FINAL BILLING | 166,813.68 |
| Total For Dept 36001 PUBLIC WORKS ADMINISTRATION | | | | <u>182,299.68</u> |
| Total For Fund 405 NHR CAPITAL PROJECTS | | | | <u>182,299.68</u> |
| Fund 501 WATER & SEWER | | | | |
| Dept 00000 | | | | |
| 501-00000-21205 | LC TREATMENT CHARGE PAYABLE | LAKE COUNTY PUBLIC WORKS DEPT | 2022 4TH QTR COLLECTIONS | 521,370.43 |
| 501-00000-21206 | WATER BILLING REFUNDS | REDFINNOW BORROWER LLC | REIMB: WATER REFUND - ACCT#005059-01 | 570.88 |
| 501-00000-21206 | WATER BILLING REFUNDS | SUBICH, ANNA | REIMB: WATER REFUND - ACCT#004781-03 | 49.24 |
| 501-00000-21455 | LC CONNECTION FEE PAYABLE | LAKE COUNTY PUBLIC WORKS DEPT | LC CONNECTION - 287 SUNRISE LN | 4,030.00 |
| Total For Dept 00000 | | | | <u>526,020.55</u> |
| Dept 36001 PUBLIC WORKS ADMINISTRATION | | | | |
| 501-36001-52111 | OTHER PROFESSIONAL SVCS | CINTAS CORPORATION #2 | UNIFORMS/MATS 02/02 | 39.56 |
| 501-36001-52111 | OTHER PROFESSIONAL SVCS | CINTAS CORPORATION #2 | UNIFORMS/MATS 2-09 | 39.56 |
| 501-36001-53203 | TELEPHONE & DATA SVCS | PEERLESS NETWORK INC | ANALOG LINES - JAN 2023 | 14.26 |
| 501-36001-53209 | UNIFORMS | ELEGANT EMBROIDERY INC | HATS | 240.00 |
| 501-36001-53211 | OTHER SUPPLIES | WESTERN FIRST AID & SAFETY | FIRST AID SUPPLIES | 196.81 |
| Total For Dept 36001 PUBLIC WORKS ADMINISTRATION | | | | <u>530.19</u> |
| Dept 36530 PUBLIC WORKS WATER BILLING | | | | |
| 501-36530-52111 | OTHER PROFESSIONAL SVCS | DATAPROSE, LLC | WATER BILL PROCESSING - JAN 2023 | 665.38 |
| 501-36530-52112 | PROFESSIONAL ACCOUNTING | BAKER TILLY VIRCHOW KRAUSE, LLP | FISCAL AUDIT 2022 | 1,450.00 |

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| 501-36530-53206 | POSTAGE & SHIPPING | DATAPROSE, LLC | WATER BILL PROCESSING - JAN 2023 | 2,633.02 |
| | | | Total For Dept 36530 PUBLIC WORKS WATER BILLING | 4,748.40 |
| Dept 36550 PUBLIC WORKS WATER SERVICE | | | | |
| 501-36550-53201 | ELECTRICITY | CONSTELLATION NEW ENERGY, INC. | WELL #8 | 5,546.59 |
| 501-36550-53201 | ELECTRICITY | CONSTELLATION NEW ENERGY, INC. | WELL #11 | 178.08 |
| 501-36550-53201 | ELECTRICITY | CONSTELLATION NEW ENERGY, INC. | WELL #12 | 557.62 |
| 501-36550-53201 | ELECTRICITY | CONSTELLATION NEW ENERGY, INC. | WELL #7 | 344.86 |
| 501-36550-53201 | ELECTRICITY | CONSTELLATION NEW ENERGY, INC. | WELL #9 | 4,094.26 |
| 501-36550-53201 | ELECTRICITY | CONSTELLATION NEW ENERGY, INC. | WELL #10 | 5,143.42 |
| 501-36550-53409 | PUMP REPAIR SUPPLIES | HOME DEPOT CREDIT SERVICES | WELL 12 BRINE PUMP POWER SUPPLY WIRING | 30.84 |
| 501-36550-53413 | DISTRIBUTION SYS REPAIR | MID AMERICAN WATER OF WAUCONDA INC | WELL 11 ABANDON/INFLUENT DISCONNECT - WELLHEAD | 598.12 |
| 501-36550-53414 | CHEMICALS | MIDWEST SALT LLC | BULK WTR COND SALT - WELL #10 | 2,847.50 |
| 501-36550-53414 | CHEMICALS | VIKING CHEMICAL COMPANY | WATER TREATMENT/CHLORINE | 2,797.50 |
| 501-36550-53417 | SAND & GRAVEL | THELEN MATERIALS, LLC | GRADE 9 GRAVEL 01/23 - 01/24 | 3,522.64 |
| | | | Total For Dept 36550 PUBLIC WORKS WATER SERVICE | 25,661.43 |
| Dept 36560 PUBLIC WORKS SEWER SERVICE | | | | |
| 501-36560-53201 | ELECTRICITY | COMMONWEALTH EDISON | ELECTRICITY FLOW CONTROL | 44.51 |
| 501-36560-53201 | ELECTRICITY | COMMONWEALTH EDISON | ELECTRICITY - VACUUM PRIMING STRUCTURE | 27.33 |
| 501-36560-53201 | ELECTRICITY | CONSTELLATION NEW ENERGY, INC. | LIFT/PUMP STATION - 1115 BETTY DR | 30.55 |
| 501-36560-53201 | ELECTRICITY | CONSTELLATION NEW ENERGY, INC. | LIFT/PUMP STATION - 1297 BERKSHIRE LN | 218.62 |
| 501-36560-53201 | ELECTRICITY | CONSTELLATION NEW ENERGY, INC. | LIFT/PUMP STATION - 719 CYPRESS BRIDGE RD | 51.57 |
| 501-36560-53201 | ELECTRICITY | CONSTELLATION NEW ENERGY, INC. | LIFT/PUMP STATION - 1150 DEERPATH RD | 58.63 |
| 501-36560-53201 | ELECTRICITY | CONSTELLATION NEW ENERGY, INC. | LIFT/PUMP STATION - 90 S PLEASANT RD | 90.81 |
| 501-36560-53201 | ELECTRICITY | CONSTELLATION NEW ENERGY, INC. | LIFT/PUMP STATION - 750 N RAND RD | 1,500.30 |
| 501-36560-53201 | ELECTRICITY | CONSTELLATION NEW ENERGY, INC. | LIFT/PUMP STATIONS - 620 CHURCH ST | 215.01 |
| 501-36560-53201 | ELECTRICITY | CONSTELLATION NEW ENERGY, INC. | LIFT/PUMP STATIONS - 61 W MAIN ST | 54.54 |
| 501-36560-53201 | ELECTRICITY | CONSTELLATION NEW ENERGY, INC. | LIFT/PUMP STATIONS - 1100 QUENTIN RD | 916.16 |
| 501-36560-53201 | ELECTRICITY | CONSTELLATION NEW ENERGY, INC. | LIFT/PUMP STATIONS - 1160 THORNDALE LN | 213.00 |
| 501-36560-53201 | ELECTRICITY | CONSTELLATION NEW ENERGY, INC. | LIFT/PUMP STATIONS - 1005 MARCH ST | 79.08 |
| 501-36560-53201 | ELECTRICITY | CONSTELLATION NEW ENERGY, INC. | LIFT/PUMP STATION - 825 W MAIN ST | 337.59 |
| 501-36560-53201 | ELECTRICITY | CONSTELLATION NEW ENERGY, INC. | LIFT/PUMP STATION - 1080 HONEY LAKE RD | 36.69 |
| 501-36560-53201 | ELECTRICITY | CONSTELLATION NEW ENERGY, INC. | LIFT/PUMP STATIONS - 1160 BRISTOL TRAIL | 162.63 |
| 501-36560-53201 | ELECTRICITY | CONSTELLATION NEW ENERGY, INC. | LIFT/PUMP STATIONS - 700 OLD MILL GROVE RD | 66.21 |
| | | | Total For Dept 36560 PUBLIC WORKS SEWER SERVICE | 4,103.23 |
| | | | Total For Fund 501 WATER & SEWER | 561,063.80 |

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|--|----------------------------|----------------------------------|---|----------------------|
| Fund 601 MEDICAL INSURANCE | | | | |
| Dept 10001 GENERAL GOVERNMENT ADMINISTRATION | | | | |
| 601-10001-52342 | LOCAL 150 HEALTH INS PRE | MIDWEST OPERATING ENG L/150 | LOCAL 150 INSURANCE PREMIUMS - APRIL 2023 | 43,278.00 |
| 601-10001-52342 | LOCAL 150 HEALTH INS PRE | MIDWEST OPERATING ENG L/150 | LOCAL 150 INSURANCE - CREDIT CHILD | (881.00) |
| Total For Dept 10001 GENERAL GOVERNMENT ADMINISTRATION | | | | 42,397.00 |
| Total For Fund 601 MEDICAL INSURANCE | | | | 42,397.00 |
| Fund 603 RISK MANAGEMENT | | | | |
| Dept 10001 GENERAL GOVERNMENT ADMINISTRATION | | | | |
| 603-10001-52114 | LIABILITY INSURANCE CLAIMS | WICKSTROM AUTO GROUP, INC | SEAL | 62.72 |
| Total For Dept 10001 GENERAL GOVERNMENT ADMINISTRATION | | | | 62.72 |
| Total For Fund 603 RISK MANAGEMENT | | | | 62.72 |
| Fund 710 PERFORMANCE ESCROW | | | | |
| Dept 00000 | | | | |
| 710-00000-25201 | BUILDING PERMIT DEPOSITS | ACCESS ELEVATOR INC | BD BOND REF - PERMIT #BBD21-0056 | 105.00 |
| 710-00000-25201 | BUILDING PERMIT DEPOSITS | BRIGHT PLANET SOLAR | BD BOND REF - PERMIT #BBD23-0001 | 105.00 |
| 710-00000-25201 | BUILDING PERMIT DEPOSITS | DOYLE SIGNS, INC. | BD PAYMENT REF - PERMIT #PB21-0876 | 105.00 |
| 710-00000-25201 | BUILDING PERMIT DEPOSITS | FELDCO FACTORY | BD PAYMENT REF - PERMIT #PB21-1246 | 105.00 |
| 710-00000-25201 | BUILDING PERMIT DEPOSITS | FIREHOUSE SERVICE COMPANY | BD BOND REF - PERMIT #BBD22-0045 | 510.00 |
| 710-00000-25201 | BUILDING PERMIT DEPOSITS | HART, DEBBIE & RODNEY | BD BOND REF - PERMIT #BBD22-0650 | 105.00 |
| 710-00000-25201 | BUILDING PERMIT DEPOSITS | HOME DEPOT USA INC | BD PAYMENT REF - PERMIT #PB21-0269 | 105.00 |
| 710-00000-25201 | BUILDING PERMIT DEPOSITS | HOME DEPOT USA INC | BD PAYMENT REF - PERMIT #PB21-1397 | 105.00 |
| 710-00000-25201 | BUILDING PERMIT DEPOSITS | KALIRAS, C & SELVARAJA, M | BD PAYMENT REF - PERMIT #PB20-1061 | 105.00 |
| 710-00000-25201 | BUILDING PERMIT DEPOSITS | L SIGN & ADVERTISING | BD PAYMENT REF - PERMIT #PB21-0715 | 105.00 |
| 710-00000-25201 | BUILDING PERMIT DEPOSITS | LIFE STORAGE LP #1113 | BD BOND REF - PERMIT #BBD22-0019 | 105.00 |
| 710-00000-25201 | BUILDING PERMIT DEPOSITS | LIVE CHICAGO CONSTRUCTION LLC | BD PAYMENT REF - PERMIT #PB21-0674 | 105.00 |
| 710-00000-25201 | BUILDING PERMIT DEPOSITS | LTF CONSTRUCTION COMPANY LLC | BD PAYMENT REF - PERMIT #PB19-0099 | 500.00 |
| 710-00000-25201 | BUILDING PERMIT DEPOSITS | LTF CONSTRUCTION COMPANY LLC | BD PAYMENT REF - PERMIT #PB19-0099 | 10,200.00 |
| 710-00000-25201 | BUILDING PERMIT DEPOSITS | MKD ELECTRIC INC | BD BOND REF - PERMIT #BBD22-0286 | 155.00 |
| 710-00000-25201 | BUILDING PERMIT DEPOSITS | MOOREHOUSE, RYAN & MICHELLE | BD PAYMENT REF - PERMIT #PB20-1055 | 105.00 |
| 710-00000-25201 | BUILDING PERMIT DEPOSITS | NEXT DOOR AND WINDOW | BD PAYMENT REF - PERMIT #PB21-0381 | 105.00 |
| 710-00000-25201 | BUILDING PERMIT DEPOSITS | OZKO SIGNS AND LIGHTING COMPANY | BD PAYMENT REF - PERMIT #PB21-1098 | 105.00 |
| 710-00000-25201 | BUILDING PERMIT DEPOSITS | PENCO ELECTRIC INC. | BD BOND REF - PERMIT #BBD21-0030 | 105.00 |
| 710-00000-25201 | BUILDING PERMIT DEPOSITS | PG WINDOWS & DOORS | BD BOND REF - PERMIT #BBD23-0016 | 105.00 |
| 710-00000-25201 | BUILDING PERMIT DEPOSITS | POWER HOME REMODELING GROUP, INC | BD PAYMENT REF - PERMIT #PB21-0927 | 105.00 |
| 710-00000-25201 | BUILDING PERMIT DEPOSITS | SIGNCO INC | BD BOND REF - PERMIT #BBD22-0025 | 105.00 |

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|----------------------------------|-------------------------------|-----------------------------------|--|-----------------------|
| 710-00000-25201 | BUILDING PERMIT DEPOSITS | THE HOLLAND DESIGN GROUP | BD BOND REF - PERMIT #BBD22-0700 | 105.00 |
| 710-00000-25201 | BUILDING PERMIT DEPOSITS | U S WATERPROOFING AND CONST | BD BOND REF - PERMIT #BBD22-0614 | 105.00 |
| 710-00000-25502 | PEG CABLE FEES | COMCAST CABLE COMMUNICATIONS MGMT | COMBINED INTERNET - JAN/FEB 2023 | 912.21 |
| | | Total For Dept 00000 | | <hr/> 14,377.21 |
| | | | Total For Fund 710 PERFORMANCE ESCROW | <hr/>14,377.21 |
| Fund 720 PAYROLL CLEARING | | | | |
| Dept 00000 | | | | |
| 720-00000-22404 | SUPPLEMENTAL LIFE INS PAYABLE | NCPERS-IL IMRF - 0157 | GROUP LIFE INSURANCE - FEB | 156.00 |
| 720-00000-22502 | PAYROLL PAYABLE | BOWEN, CONNOR K | PR061022 REPL CK 119199147 | 291.04 |
| | | Total For Dept 00000 | | <hr/> 447.04 |
| | | | Total For Fund 720 PAYROLL CLEARING | <hr/>447.04 |

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|---|----------------|---------------|-----------------------------------|---------------|
| Fund Totals: | | | | |
| | | | Fund 101 GENERAL | 244,936.34 |
| | | | Fund 202 MOTOR FUEL TAX | 264.91 |
| | | | Fund 207 SPECIAL EVENTS FUND | 2,500.46 |
| | | | Fund 214 TIF #2 DOWNTOWN | 209.00 |
| | | | Fund 227 DISPATCH CENTER | 287.37 |
| | | | Fund 401 VILLAGE CAPITAL PROJECTS | 11,562.86 |
| | | | Fund 405 NHR CAPITAL PROJECTS | 182,299.68 |
| | | | Fund 501 WATER & SEWER | 561,063.80 |
| | | | Fund 601 MEDICAL INSURANCE | 42,397.00 |
| | | | Fund 603 RISK MANAGEMENT | 62.72 |
| | | | Fund 710 PERFORMANCE ESCROW | 14,377.21 |
| | | | Fund 720 PAYROLL CLEARING | 447.04 |
| <hr/> PRIOR YEAR 2022 \$ 189,418.31 | | | <hr/> 1,060,408.39 | |
| <hr/> CURRENT YEAR 2023 \$ 870,990.08 | | | <hr/> 1,060,408.39 | |

Agenda Item: 6B

*At the Heart of Community*

PARKS AND RECREATION DEPARTMENT

200 South Rand Road
Lake Zurich, Illinois 60047(847) 438-5146
LakeZurich.org

MEMORANDUM

Date: February 21, 2023
To: Ray Keller, Village Manager
From: Bonnie Caputo, Recreation Director
Subject: FY23 External Special Event Requests

Issue: The Park and Recreation Department would like consideration to partner with a variety of organizations to offer special events for our community in the upcoming year. This would continue to meet the Village's Strategic Goal to enhance our community image and positive interactions through special events. According to Special Events guidelines, private events requiring only Park/Facility use with attendance over 100 must be reviewed and approved by the Park and Recreation Advisory Board and then the Village Board of Trustees.

Analysis: Below are additional external special event requests the Park and Recreation Department is requesting approval for in FY23:

| Event | Date(s) and Time(s) | Location | Estimated Attendance |
|---------------------|---------------------|-----------------------|----------------------|
| Purple Plunge | 3/4/23 9am-12pm | Breezewald Park/Beach | 1,000+ |
| Unplugged Fest | 8/6/23 11am-3pm | Paulus Park | 500 |
| Brazilian Festival | 8/12/23 10am-5pm | Paulus Park | 500 |
| Alpine Races | 8/20/23 6:30-1pm | Breezewald Park | 700 |
| Phase Three Brewing | 9/22/23-3-9pm | Paulus Park | 1,500 |

| | | | |
|----------------------------------|---|--|-----------------------|
| Bushel of Apples | 9/23/23- 12-9pm | | |
| Fest | 9/24/23- 12-4pm | | |
| All Community Events Inc. | 9/29-10/31 Thursdays-Sundays and Halloween (Monday, October 31 st); Set up the week of 9/18 and clean up thru 11/13 | Paulus Park Event Areas closed off to the public 9/18-11/13; Event Map | 2,000-4,000 per night |
| Jack O Lantern World | 5:30-11pm TH/SUN & Halloween; 5:30pm-12am F/SAT | remains consistent with prior years | |
| My Density Matters | 10/15/23 | Paulus Park | 100 |
| 5K Walk | 10am-12pm | | |

My Density Matters, the new request for FY23, is requesting permission to a Breast Cancer Awareness walk around the lake, Think Pink event, at Paulus Park. They have put in a special event request for the grounds and Woodland Shelter use for Sunday, October 15, 2023 from 10am-12pm for 100+ attendees. The department did reach out to the Police Department which made a recommendation to have two areas of the route along the lake staffed for crossing assistance. The department also reached out to the organizers of Jack O Lantern World to ensure there would be no conflicts associated with their weekend event operations on the grounds. All Community Events were supportive of the potential event noting that they foresee no issues.

All other event applications are consistent with years past with the exception of the following: Brazilian Fest has opted to condense their festival to a one-day event, Phase 3's Bushel of Apples Fest is requesting to move their event to occur the weekend prior to Jack O Lantern World and to expand to a third day, and All Community Events Inc.'s Jack O Lantern World is requesting to expand on their amenities/hours. All Community Events is proposing a youth run along the park pathways during one of the nights of their event operations as well as the addition of a haunted trails attraction along their designated pathways to take place on Fridays and Saturdays from 8:30pm-12am throughout the month. They have adjusted the hours of operation to end earlier on Thursdays and Sundays throughout the month, open from 5:30-9pm.

Recommendation: Staff and the Park and Recreation Advisory Board recommends accepting the above external special event requests for FY23 with all applicable park usage fees to be collected.

w/Attachments: Special Events Requests and/or Applications

SPECIAL EVENT APPLICATION & AGREEMENT

■ EVENT SUMMARY

Event Name Purple Plunge

Event Type/Purpose CHARITABLE FUND RAISER

Event Date(s) 3/4/23 Event Start/End Time 9:00 am - 12:00

Event Location Brienzwaco Park & Beach

Note: The Village does not grant exclusive use of their parks and outdoor facilities.

■ APPLICANT INFORMATION

Organization Name Purple Plunge, Inc

Applicant's Name/Responsible Party Joe Bordenave

Organization/Applicant/Address/City/State/Zip 804 WoodBing Cir
Lake Zurich, IL 60047

Applicant Phone Numbers 224-715-4545

Applicant E-Mail Address JR.Bordenave@Comcast.net

Contact Name & Phone Number During Event Paul Hunt 847-306-0753

*Representative must be on site and available during event hours

■ EVENT SITE DETAILS

If your event is for a run/walk/parade, you must include a MAP of your route with the application

Provide a detailed description of your event Participants Plunge into
Lake Zurich



Approximate number of people expected at event 100

Is this a returning event to Lake Zurich or first time event? Yes

Will there be food concessions at the event? No Contact the Lake County Health Dept. for requirements

Will there be inflatables/bounce houses at the event? No
(You will be required to note this on your certificate of insurance and contact JULIE)

Will there be emergency medical services present? Yes
(Outside municipalities may not provide services in the Village)

Will you be selling or serving alcohol (only for LZ residents + LZ businesses/organizations) at the event? No If yes, contact Village Hall and see I.H. for details

Number and location of portable toilet facilities provided # _____ Location: _____

Will there be assembly tents/canopies erected at the event? Yes
(If yes, contact the Community Services Dept. for permit & to schedule an inspection (anything > 10x10))

Will you be selling items or raffling items? Yes

Are you requesting the closure of any streets? If so, provide street names and include a map

No
(Note that street closures require Police, Fire, Park Advisory, Village Board and/or IDOT approval and may incur additional fees. In addition, you must notify property owners along the route of the date and time of street closures - check with Park & Recreation staff for assistance.)

Are you requesting any other Village services? (i.e. water, electric, etc) Yes

Does the applicant/organization owe any outstanding invoices to the Village? No
(Unpaid invoices may result in denial of event application.)

Would you like your event listed on the Village's social media (free of charge) Yes

Note your event's website address, if you'd like that included purpleflavor.com

With my signature, I certify that I have read and agree to the Village of Lake Zurich Special Event Policy and all items listed on this application. I agree to abide by all applicable ordinances & regulations.

Signature

Date 11/14/22



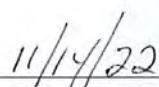
WAIVER AND RELEASE OF ALL CLAIMS

The undersigned participant agrees to obey all Village of Lake Zurich rules and regulations. As a user of the park, I recognize and acknowledge that there are certain risks of physical injury and I agree to assume the full risk of any injury, including death, damages or loss which I, or any of my guests may sustain as a result of participating in any activities connected with or associated with the use of Department parks. I agree to waive and relinquish all claims I may have against the Village of Lake Zurich and its officers, agents, servants, employees and volunteers. I further agree to indemnify and hold harmless and defend the Village of Lake Zurich and its officers, agents, servants, employees and volunteers from any and all claims sustained by me and/or my guests. I have read and fully understand the above details and waive and release all claims.

It will be my responsibility to assure our group follow all special event policies outlined in the policy/application including the Village of Lake Zurich park rules.



Signature



Date

FOR OFFICE USE ONLY

Date application received 11/14/22

Application approved or denied by _____

Date paid _____ Amount _____ Check/Cash/Credit _____

Certificate of Insurance received by _____

Raffle Permit received by _____

Liquor License received by _____

Tent Permit received by _____

JULIE contacted _____





VILLAGE OF LAKE ZURICH SPECIAL EVENT PERMIT APPLICATION (ATTENDANCE OVER 500)

PLEASE COMPLETE PAGE ONE OF THE APPLICATION

| | | | |
|---|--|--|--|
| <p>Organization</p> <p>Name of Organization PURPLE PLUNGE, INC Type of Organization CHARITY Is this a "Not For Profit Organization" <input type="checkbox"/> <input checked="" type="checkbox"/> YES</p> <p>Address for Organization 805 WOODBINE CIR LAKE ZURICH Email Address JR BOLDENAVE @ COMCAST.NET</p> <p>Contact Person JOE BOLDENAVE Home Number Business Number Cell Phone Number 224-715-4545</p> <p>Chairman/President's Name (If Different) PAUL HURT Home Number Business Number Cell Phone Number 847-306-0753</p> <p>Is your Organization willing to reimburse the Village for costs of services rendered? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If not, indicate why?</p> | | | |
| <p>Event</p> <p>Date(s) of Event 3/4/23 Day(s) of the week SATURDAY Time(s) of Event 7am - 12 Has this event been held in the past? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No When?</p> <p>Describe the type of Event you wish to hold PLUNGE INTO LAKE ZURICH Location(s) of event BREEZEWALD PARK: BEACH</p> | | | |
| <p>Police Department</p> <p>Will your event require the assistance of the Police Department? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Will the event require the closing of any roadways? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Name(s) of roads to be closed</p> <p>Type of assistance needed from the Police Department (Check all that apply) <input type="checkbox"/> Road Closure <input checked="" type="checkbox"/> Traffic Control <input type="checkbox"/> Pedestrian Control <input type="checkbox"/> Security <input checked="" type="checkbox"/> Parking Control <input type="checkbox"/> Crowd Control <input type="checkbox"/> Other</p> <p>List any other assistance the Police Department would be providing EXPLORERS Type of Police Department Equipment Needed <input type="checkbox"/> Squad Cars <input type="checkbox"/> No Parking Signs <input checked="" type="checkbox"/> Traffic Cones <input type="checkbox"/> Other</p> <p>Has contact been made with a representative of the Police Department <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Name of Police Official Contacted COLIN GAFFEY Rank SUT When Contacted:</p> | | | |
| <p>Fire Department</p> <p>Will your event require the assistance of the Fire Department? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Will your event require the use of Fire Department Personnel? <input type="checkbox"/> Yes <input type="checkbox"/> No Will any equipment belonging to the Fire Department be used? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Uncertain</p> <p>Type of Equipment <input checked="" type="checkbox"/> Ambulance <input type="checkbox"/> Engine <input type="checkbox"/> Other (Please Describe) DIVERS IN WATER DURING PLUNGE</p> <p>Describe the type of assistance required from the Fire Department</p> | | | |
| <p>Has contact been made with a representative of the Fire Department <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Name of Fire Department Official Contacted Rank When Contacted:</p> | | | |
| <p>Park & Recreation Dept.</p> <p>Will your event require assistance of the Park & Recreation Department <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Certain Will the event require the use of any Village Parks or Park Property <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Certain</p> <p>Name of Park Property to be used (if applicable) BREEZEWALD Address of Park Property to be used (if applicable)</p> <p>Will the event require use of Park & Recreation Department Personnel <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Uncertain Describe the type of personnel assistance required</p> <p>Will any Park & Recreation Department equipment be required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Stage <input type="checkbox"/> Beaches <input type="checkbox"/> Shelters <input type="checkbox"/> Picnic Tables <input type="checkbox"/> Tents</p> <p>Describe any other Park & Recreation Department Equipment Needed Buoys</p> | | | |
| <p>Has contact been made with a representative of the Park & Recreation Department <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Name of Park & Recreation Department Official Contacted BONNIE CAPUTO Title MANAGER When Contacted:</p> | | | |
| <p>Public Works</p> <p>Will the event require the assistance of the Public Works Department <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Certain Will the event require the use of Public Works Personnel <input type="checkbox"/> Yes <input type="checkbox"/> No Will the Event require the use of Public Works Equipment <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Describe the type of assistance required from the Public Works Department BARRICADES FOR OPEN ICE</p> <p>Type of equipment needed <input checked="" type="checkbox"/> Barricades <input type="checkbox"/> Signs <input type="checkbox"/> Clean up Crew <input type="checkbox"/> Trucks <input type="checkbox"/> Others:</p> <p>Will the event require the use of any Public Works Property <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not Certain</p> <p>Has contact been made with a representative of the Public Works Department <input type="checkbox"/> Yes <input type="checkbox"/> No Name of Public Works Department Official Contacted Title When Contacted:</p> | | | |
| <p>Will the event require the assistance of the Building Department <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Unknown Will the event involve the use of electrical equipment <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Will any electrical equipment be used outdoors <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Will the event involve the modification of any structures <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Will the event involve the building of any structures <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Will the event require the assistance of any Building Department Personnel <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Has contact been made with a representative of the Building Department <input type="checkbox"/> Yes <input type="checkbox"/> No Name of Building Department Official Contacted Title When Contacted:</p> | | | |

SPECIAL EVENT APPLICATION & AGREEMENT

■ EVENT SUMMARY

Event Name Unplugged Fest

Event Type/Purpose Festival to help people connect with our community and reduce technology use

Event Date(s) 8/6/2023 Event Start/End Time 11 Am - 3pm

Event Location Paulus Park

Note: The Village does not grant exclusive use of their parks and outdoor facilities.

■ APPLICANT INFORMATION

Organization Name Unplugged Fest

Applicant's Name/Responsible Party Jodi Alt

Organization/Applicant/Address/City/State/Zip 726 Spenar Ln., Lake Zurich, IL 60047

Applicant Phone Number 847-530-7778

Applicant E-Mail Address jodi@unpluggedfest21@gmail.com

Contact Name & Phone Number During Event Jodi Alt 847-530-7778

*Representative must be on site and available during event hours

■ EVENT SITE DETAILS

If your event is for a run/walk/parade, you must include a MAP of your route with the application

Provide a detailed description of your event festival with stations hosted by local vendors located around the park. DJ too

Village of Lake Zurich Park & Recreation Dept | 200 S. Riverfront Lake Zurich, IL 60047 | 847-438-5146 | www.lakezurichil.org



Approximate number of people expected at event 200-500

Is this a returning event to Lake Zurich or first time event? yes returning

Will there be food concessions at the event? yes Contact the Lake County Health Dept for requirements

Will there be inflatables/bounce houses at the event? no
(You will be required to note this on your certificate of insurance and contact JULE)

Will there be emergency medical services present? no
(Outside municipalities may not provide services in the Village)

Will you be selling or serving alcohol (only for LZ residents + LZ businesses/organizations) at the event? no If yes, contact Village Hall and see LH for details

Number and location of portable toilet facilities provided # 10 Location: _____

Will there be assembly tents/canopies erected at the event? Vendors bringing own
(If yes, contact the Community Services Dept for permit & to schedule an inspection (anything > 10x10))

Will you be selling items or raffling items? raffle. Vendors may sell wares

Are you requesting the closure of any streets? If so, provide street names and include a map
no

(Note that street closures require Police, Fire, Park Advisory, Village Board and/or IDOT approval and may incur additional fees. In addition, you must notify property owners along the route of the date and time of street closures - check with Park & Recreation staff for assistance.)

Are you requesting any other Village services? (i.e. water, electric, etc) no electric for

Does the applicant/organization owe any outstanding invoices to the Village? no
(Unpaid invoices may result in denial of event application)

Would you like your event listed on the Village's social media (free of charge) yes

Note your event's website address, if you'd like that included Unpluggedfest. com

With my signature, I certify that I have read and agree to the Village of Lake Zurich Special Event Policy and all items listed on this application. I agree to abide by all applicable ordinances & regulations.

Signature Jodi alt Date 12/20/2022



WAIVER AND RELEASE OF ALL CLAIMS

The undersigned participant agrees to obey all Village of Lake Zurich rules and regulations. As a user of the park, I recognize and acknowledge that there are certain risks of physical injury and I agree to assume the full risk of any injury, including death, damages or loss which I, or any of my guests may sustain as a result of participating in any activities connected with or associated with the use of Department parks. I agree to waive and relinquish all claims I may have against the Village of Lake Zurich and its officers, agents, servants, employees and volunteers. I further agree to indemnify and hold harmless and defend the Village of Lake Zurich and its officers, agents, servants, employees and volunteers from any and all claims sustained by me and/or my guests. I have read and fully understand the above details and waive and release all claims.

It will be my responsibility to assure our group follow all special event policies outlined in the policy/application including the Village of Lake Zurich park rules.

Signature

Jodi AIA

Date

12/20/2022

FOR OFFICE USE ONLY

Date application received 12/20/22

Application approved or denied by _____

Date paid _____ Amount _____ Check/Cash/Credit _____

Certificate of Insurance received by _____

Raffle Permit received by _____

Liquor License received by _____

Tent Permit received by _____

JULIE contacted _____





Little Rock Stockade - located in Shelter A 4 Star Entertainment - located at Shelter B

Key to Map of Participating Organizations

| | |
|--|---|
| 1) Republication and Recycling | 29) Lake Zurich Lacrosse |
| 2) Indian Princesses 8th Grade Girls Team | 30) LA Fitness |
| 3) MN Conserv Giacopodi Conservatory | 31) Lake Zurich Lacrosse Club |
| 4) Message Fever | 32) Meow Happen |
| 5) Mosquito Muster of the Midwest | 33) LZ Hosts |
| 6) The Broadway Walnut, LLC | 34) Lake Zurich Cafe Worthing |
| 7) Clever Hail Consulting | 35) Horse Project |
| 8) ICC Lake Track Apollo Day Camp | 36) Boy Scouts 96th Cub Scouts 92 |
| 9) Girl Scouts of Northern Illinois | 37) VLR CERT |
| 10) Lake Zurich Rotary Club | 38) Lake Zurich Fair Employment Project 341 |
| 11) Ancient Oaks Foundation | 39) Fogata YMF A |
| 12) Intrigue by Solar Earth | 40) Lake Zurich Lions |
| 13) Lake County Community Payment | 41) Boxes of Hope |
| 14) L295 Education Foundation | 42) Lake County Scholarship Program |
| 15) Knights of Columbus Lake Zurich | 43) Cross Kicks Fitness |
| 16) Little Rock Stockade (existing school) | 44) Coaster House Parties |
| 17) Total Finance | 45) Top Performance Strengths |
| 18) Lake Zurich School District 93 | 46) Fusion Art Shop |
| 19) City Mount | 47) Ela Historical Society |
| 20) Yu Yang Painter | 48) Advocates for Community Change |
| 21) Lake Zurich Candy Metallic Arts | 49) Nstar |
| 22) St. Francis de Sales Catholic Parish | 50) Green Schools Rock |
| 23) MTV Sports Group | 51) Ela Foundation DonorCentric |
| 24) Osborne Books A More by Dabak | 52) Civil Air Patrol |
| 25) Almost Home Foundation | 53) Open |
| 26) Tracy Academy of Irish Dance | 54) Danville Charter 4 Chairs |
| 27) Live 4 Utah | 55) Open |



VILLAGE OF LAKE ZURICH SPECIAL EVENT PERMIT APPLICATION (ATTENDANCE OVER 500)
PLEASE COMPLETE PAGE ONE OF THE APPLICATION

| | | | |
|---|--|--|--|
| Organization Event Police Department Fire Department Park & Recreation Dept. Public Works Building | | | |
| <p>Name of Organization <u>Unplugged Fest</u> Type of Organization <u>Festival</u> Is this a *Not For Profit Organization <input checked="" type="checkbox"/></p> <p>Address for Organization <u>728 Spencer Lane</u> Village of <u>Lake Zurich</u> Email Address <u>Unpluggedfest.21@gmail.com</u></p> <p>Contact Person <u>Jodi Ait</u> Home Number <u>847-847-7886</u> Business Number <u>—</u> Cell Phone Number <u>617-530-7776</u></p> <p>Chairman/President's Name (If Different) <u>JODI ALEXIS AIT</u> Home Number <u>Same</u> Business Number <u>Same</u> Cell Phone Number <u>Same</u></p> <p>Is your Organization willing to reimburse the Village for costs of services rendered? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If not, indicate why? <u>The festival is put on by a 14 year old girl</u></p> <p>Date(s) of Event <u>8/1/2023</u> Days of the week <u>Sunday</u> Times(s) of Event <u>11am-3pm</u> Has this event been held in the past? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No When? <u>2021 & 2022</u></p> <p>Describe the Type of Event you wish to hold <u>Festival to help people reduce tech/technology use. Paulus Park</u> Location(s) of event</p> <p>Will your event require the assistance of the Police Department? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Will the event require the closing of any roadways? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Name(s) of roads to be closed <u>N/A</u></p> <p>Type of assistance needed from the Police Department (Check all that apply) <input type="checkbox"/> Road Closure <input type="checkbox"/> Traffic Control <input type="checkbox"/> Pedestrian Control <input type="checkbox"/> Security <input type="checkbox"/> Parking Control <input type="checkbox"/> Crowd Control <input type="checkbox"/> Other</p> <p>List any other assistance the Police Department would be providing <u>Type of Police Department Equipment Needed</u> <input type="checkbox"/> Squad Cars <input type="checkbox"/> No Parking Signs <input type="checkbox"/> Traffic Cones <input type="checkbox"/> Other:</p> <p>Has contact been made with a representative of the Police Department? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Name of Police Official Contacted <u>Rank</u> When Contacted: <u>2023</u></p> <p>Will your event require the assistance of the Fire Department? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Will your event require the use of Fire Department Personnel? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Will any equipment belonging to the Fire Department be used? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Uncertain <u>fire explorers may bring some</u></p> <p>Type of Equipment <input type="checkbox"/> Ambulance <input checked="" type="checkbox"/> Engine <input type="checkbox"/> Other (Please Describe) <u>possibly CERT truck</u></p> <p>Describe the type of assistance required from the Fire Department <u>N/A</u></p> <p>Has contact been made with a representative of the Fire Department? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Name of Fire Department Official Contacted <u>Rank</u> When Contacted: <u>2023</u></p> <p>Will your event require assistance of the Park & Recreation Department? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Certain Will the event require the use of any Village Parks or Park Property <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Certain</p> <p>Name of Park Property to be used (if applicable) <u>PAULUS PARK</u> Address of Park Property to be used (if applicable) <u>2005 Rand Rd. Lake Zurich IL 60047</u></p> <p>Will the event require use of Park & Recreation Department Personnel? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Uncertain Describe the type of personnel assistance required</p> <p>Will any Park & Recreation Department equipment be required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Type of Equipment <input type="checkbox"/> Stage <input type="checkbox"/> Beaches <input checked="" type="checkbox"/> Shelters <input checked="" type="checkbox"/> Picnic Tables <input type="checkbox"/> Tents</p> <p>Describe any other Park & Recreation Department Equipment Needed <u>Shelters A & B</u></p> <p>Has contact been made with a representative of the Park & Recreation Department? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Name of Park & Recreation Department Official Contacted <u>Bonnie Caputo</u> Title <u>Director</u> When Contacted: <u>2023</u></p> <p>Will the event require the assistance of the Public Works Department? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not Certain Will the event require the use of Public Works Personnel? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Will the Event require the use of Public Works Equipment? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Describe the type of assistance required from the Public Works Department <u>Permit for signs to be put up outside park</u></p> <p>Type of equipment needed <input type="checkbox"/> Barricades <input type="checkbox"/> Signs <input type="checkbox"/> Clean up Crew <input type="checkbox"/> Trucks <input type="checkbox"/> Others:</p> <p>Will the event require the use of any Public Works Property? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Certain</p> <p>Has contact been made with a representative of the Public Works Department? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Name of Public Works Department Official Contacted <u>Title</u> When Contacted: <u>2023</u></p> <p>Will the event require the assistance of the Building Department? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Unknown Will the event involve the use of electrical equipment? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Will any electrical equipment be used outdoors? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Will the event involve the modification of any structures? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Will the event involve the building of any structures? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Will the event require the assistance of any Building Department Personnel? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Has contact been made with a representative of the Building Department? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Name of Building Department Official Contacted <u>Title</u> When Contacted: <u>2023</u></p> | | | |

01/27/2023 13:05 312-464-0299

CONSBRAS CHICAGO

PAGE 03

SPECIAL EVENT APPLICATION & AGREEMENT

■ EVENT SUMMARY

Event Name Brazilian festival *(Same location on Park Grounds as 2022)*

Event Type/Purpose Promote Brazilian culture and small businesses

Event Date(s) 08/12/23 Event Start/End Time 10 am - 5 pm

Event Location Paulus Park

Note: The Village does not grant exclusive use of their parks and outdoor facilities.

■ APPLICANT INFORMATION

Organization Name Brazilian festival

Applicant's Name/Responsible Party Juliana Jones

Organization/Applicant/Address/City/State/Zip 381 - Prairie Knoll Dr, naperville IL 60565

Applicant Phone Numbers 630 272 9722

Applicant E-Mail Address brazilian festival us @gmail.com

Contact Name & Phone Number During Event Katy - 630. 600. 7540

*Representative must be on site and available during event hours

■ EVENT SITE DETAILS

If your event is for a run/walk/parade, you must include a MAP of your route with the application

Provide a detailed description of your event food, music and products

provided by Brazilian entrepreneurs / small businesses



01/27/2023 13:05 312-464-0299

CONSBRAS CHICAGO

PAGE 04

Approximate number of people expected at event 500(Is this a returning event to Lake Zurich or first time event? yes, returning)Will there be food concessions at the event? yes Contact the Lake County Health Dept for requirementsWill there be inflatables/bounce houses at the event? no

(You will be required to note this on your certificate of insurance and contact JULIE)

Will there be emergency medical services present? no

(Outside municipalities may not provide services in the Village)

Will you be selling or serving alcohol (only for LZ residents + LZ businesses/organizations) at the event? yes If yes, contact Village Hall and see LH for detailsNumber and location of portable toilet facilities provided # 0 Location: _____Will there be assembly tents/canopies erected at the event? yes 10x10

(If yes, contact the Community Services Dept. for permit & to schedule an inspection (anything > 10x10))

Will you be selling items or raffling items? Selling - yes (vendors) / Raffling - no(Are you requesting the closure of any streets? If so, provide street names and include a map
No.)

(Note that street closures require Police, Fire, Park Advisory, Village Board and/or IDOT approval and may incur additional fees. In addition, you must notify property owners along the route of the date and time of street closures - check with Park & Recreation staff for assistance.)

Are you requesting any other Village services? (i.e. water, electric, etc) No.Does the applicant/organization owe any outstanding invoices to the Village? No.

(Unpaid invoices may result in denial of event application.)

Would you like your event listed on the Village's social media (free of charge) yes.Note your event's website address, if you'd like that included brazilianfestivalus.com

With my signature, I certify that I have read and agree to the Village of Lake Zurich Special Event Policy and all items listed on this application. I agree to abide by all applicable ordinances & regulations.

(Signature

Juliana JonesDate 01/27/2023

01/27/2023 13:05 312-464-0299

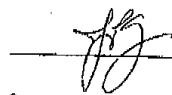
CONSBRAS CHICAGO

PAGE 05

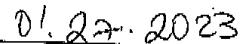
■ WAIVER AND RELEASE OF ALL CLAIMS

The undersigned participant agrees to obey all Village of Lake Zurich rules and regulations. As a user of the park, I recognize and acknowledge that there are certain risks of physical injury and I agree to assume the full risk of any injury, including death, damages or loss which I, or any of my guests may sustain as a result of participating in any activities connected with or associated with the use of Department parks. I agree to waive and relinquish all claims I may have against the Village of Lake Zurich and its officers, agents, servants, employees and volunteers. I further agree to indemnify and hold harmless and defend the Village of Lake Zurich and its officers, agents, servants, employees and volunteers from any and all claims sustained by me and/or my guests. I have read and fully understand the above details and waive and release all claims.

It will be my responsibility to assure our group follow all special event policies outlined in the policy/application including the Village of Lake Zurich park rules.



Signature



Date

■ FOR OFFICE USE ONLYDate application received 1/27/23

Application approved or denied by _____

Date paid _____ Amount _____ Check/Cash/Credit _____

Certificate of Insurance received by _____

Raffle Permit received by _____

Liquor License received by _____

Tent Permit received by _____

JULIE contacted _____

Village of Lake Zurich Park & Recreation Dept | 200 S. Rand Road, Lake Zurich, IL 60047 | 847.438.5146 | LakeZurich.org

01/27/2023 13:05 312-464-8299

CONSBRAS CHICAGO

PAGE 02



VILLAGE OF LAKE ZURICH SPECIAL EVENT PERMIT APPLICATION (ATTENDANCE OVER 500)
PLEASE COMPLETE PAGE ONE OF THE APPLICATION

| | | | | | | |
|--|--|--|--|--|-----------------|-----------------|
| Organization | Name of Organization BRAZILIAN FESTIVAL | Type of Organization | Is this a "Not For Profit Organization" <input type="checkbox"/> <input checked="" type="checkbox"/> | | | |
| | Address for Organization 383 Prairie Knoll Dr, Naperville | | Email Address brazilianfestivalus@gmail.com | | | |
| Event | Contact Person Julianna Gomez | Home Number 630 219 3300 | Business Number 630 272 9722 | | | |
| | Chairman/President's Name (If Different) | Home Number | Business Number | Cell Phone Number 630 272 9722 | | |
| Is your Organization willing to reimburse the Village for costs of services rendered? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If not, indicate why? | | | | | | |
| Police Department | Date(s) of Event 08/12/2023 | Day(s) of the week Sat | Time(s) of Event 10am - 5 pm | | | |
| | Has this event been held in the past? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No When? | | | | | |
| Fire Department | Describe the Type of Event you wish to hold Cultural event - Brazilian Festa Junina | | | | | |
| | Will your event require the assistance of the Police Department? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | Will the event require the closing of any roadways? <input type="checkbox"/> Yes <input type="checkbox"/> No | Name(s) of roads to be closed | | | |
| Park & Recreation Dept. | Type of assistance needed from the Police Department (Check all that apply) <input type="checkbox"/> Road Closure <input type="checkbox"/> Traffic Control <input type="checkbox"/> Pedestrian Control <input type="checkbox"/> Security <input type="checkbox"/> Parking Control <input type="checkbox"/> Crowd Control <input type="checkbox"/> Other | | | | | |
| | List any other assistance the Police Department would be providing <input type="checkbox"/> Squad Cars <input type="checkbox"/> No Parking Signs <input type="checkbox"/> Traffic Cones <input type="checkbox"/> Other: | | | | | |
| Public Works | Has contact been made with a representative of the Police Department <input type="checkbox"/> Yes <input type="checkbox"/> No | | Name of Police Official Contacted | Rank | When Contacted: | |
| | Will your event require the assistance of the Fire Department? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | Will your event require the use of Fire Department Personnel? <input type="checkbox"/> Yes <input type="checkbox"/> No | Will any equipment belonging to the Fire Department be used? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Uncertain | | |
| Building | Type of Equipment <input type="checkbox"/> Ambulance <input type="checkbox"/> Engine <input type="checkbox"/> Other (Please Describe) | | | Describe the type of assistance required from the Fire Department | | |
| | Has contact been made with a representative of the Fire Department <input type="checkbox"/> Yes <input type="checkbox"/> No | | | Name of Fire Department Official Contacted | Rank | When Contacted: |
| Police Department | Will your event require assistance of the Park & Recreation Department <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Certain | | Will the event require the use of any Village Parks or Park Property <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Certain | | | |
| | Name of Park Property to be used (if applicable) Lulu's Park | | | Address of Park Property to be used (if applicable) | | |
| Building | Will the event require use of Park & Recreation Department Personnel <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Uncertain | | Describe the type of personnel assistance required | | | |
| | Will any Park & Recreation Department equipment be required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | Type of Equipment <input type="checkbox"/> Stage <input type="checkbox"/> Beaches <input checked="" type="checkbox"/> Shelters <input checked="" type="checkbox"/> Picnic Tables <input type="checkbox"/> Tents | Describe any other Park & Recreation Department Equipment Needed Garbage cans | | |
| Police Department | Has contact been made with a representative of the Park & Recreation Department <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | Name of Park & Recreation Department Official Contacted Bonnie Caputo | Title | When Contacted: | |
| | Will the event require the assistance of the Public Works Department <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not Certain | | Will the event require the use of Public Works Personnel <input type="checkbox"/> Yes <input type="checkbox"/> No | Will the Event require the use of Public Works Equipment <input type="checkbox"/> Yes <input type="checkbox"/> No | | |
| Building | Describe the type of assistance required from the Public Works Department | | | | | |
| | Type of equipment needed <input type="checkbox"/> Barricades <input type="checkbox"/> Signs <input type="checkbox"/> Clean up Crew <input type="checkbox"/> Trucks <input type="checkbox"/> Others: | | | | | |
| Police Department | Will the event require the use of any Public Works Property <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Certain | | | | | |
| | Has contact been made with a representative of the Public Works Department <input type="checkbox"/> Yes <input type="checkbox"/> No | | | Name of Public Works Department Official Contacted | Title | When Contacted: |
| Building | Will the event require the assistance of the Building Department <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Unknown | | Will the event involve the use of electrical equipment <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | Will any electrical equipment be used outdoors <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | |
| | Will the event involve the modification of any structures <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | Will the event involve the building of any structures <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | Will the event require the assistance of any Building Department Personnel <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | |
| Has contact been made with a representative of the Building Department <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | Name of Building Department Official Contacted | Title | When Contacted: | | |

SPECIAL EVENT APPLICATION & AGREEMENT

■ EVENT SUMMARY

Event Name ALPINE RACES

Event Type/Purpose 5K, 10K ROAD RUN RACE

Event Date(s) August 20, 2023 Event Start/End Time 6:30 AM - 1PM

Event Location BREEZEWALD PARK 125 N. OLD RAND RD

Note: The Village does not grant exclusive use of their parks and outdoor facilities.

■ APPLICANT INFORMATION

Organization Name ALPINE RUNNERS of Lake Zurich

Applicant's Name/Responsible Party Bob McCANN

Organization/Applicant/Address/City/State/Zip 830 W. IL RT. 22
LAKE ZURICH IL

Applicant Phone Numbers 630-992-5643

Applicant E-Mail Address RMCCANN99@COMCAST.NET

Contact Name & Phone Number During Event Bob McCANN 630-992-5643

*Representative must be on site and available during event hours

■ EVENT SITE DETAILS

If your event is for a run/walk/parade, you must include a MAP of your route with the application

Provide a detailed description of your event 5K, 10K RUN

START and END at BREEZEWALD PARK

Food and medals PROVIDED for entrants



Approximate number of people expected at event 700

Is this a returning event to Lake Zurich or first time event? RETURNING

Will there be food concessions at the event? NO Contact the Lake County Health Dept. for requirements

Will there be inflatables/bounce houses at the event? NO
(You will be required to note this on your certificate of insurance and contact JULIE)

Will there be emergency medical services present? YES
(Outside municipalities may not provide services in the Village)

Will you be selling or serving alcohol (only for LZ residents + LZ businesses/organizations) at the event? NO If yes, contact Village Hall and see LH for details

Number and location of portable toilet facilities provided # 10 Location: ALONG EPST LOT

Will there be assembly tents/canopies erected at the event? NO
(If yes, contact the Community Services Dept. for permit & to schedule an inspection (anything > 10x10))

Will you be selling items or raffling items? NO

Are you requesting the closure of any streets? If so, provide street names and include a map

NO

(Note that street closures require Police, Fire, Park Advisory, Village Board and/or IDOT approval and may incur additional fees. In addition, you must notify property owners along the route of the date and time of street closures - check with Park & Recreation staff for assistance.)

Are you requesting any other Village services? (i.e. water, electric, etc) NO, ELECTRIC AT PARK

Does the applicant/organization owe any outstanding invoices to the Village? NO
(Unpaid invoices may result in denial of event application.)

Would you like your event listed on the Village's social media (free of charge) YES

Note your event's website address, if you'd like that included ALPINE RUNNERS. COM

With my signature, I certify that I have read and agree to the Village of Lake Zurich Special Event Policy and all items listed on this application. I agree to abide by all applicable ordinances & regulations.

Signature

Robert Smith

Date

12/14/2022



WAIVER AND RELEASE OF ALL CLAIMS

The undersigned participant agrees to obey all Village of Lake Zurich rules and regulations. As a user of the park, I recognize and acknowledge that there are certain risks of physical injury and I agree to assume the full risk of any injury, including death, damages or loss which I, or any of my guests may sustain as a result of participating in any activities connected with or associated with the use of Department parks. I agree to waive and relinquish all claims I may have against the Village of Lake Zurich and its officers, agents, servants, employees and volunteers. I further agree to indemnify and hold harmless and defend the Village of Lake Zurich and its officers, agents, servants, employees and volunteers from any and all claims sustained by me and/or my guests. I have read and fully understand the above details and waive and release all claims.

It will be my responsibility to assure our group follow all special event policies outlined in the policy/application including the Village of Lake Zurich park rules.

Robert McC

Signature

12/14/2022

Date

FOR OFFICE USE ONLY

Date application received 12/14/22

Application approved or denied by _____

Date paid _____ Amount _____ Check/Cash/Credit _____

Certificate of Insurance received by _____

Raffle Permit received by _____

Liquor License received by _____

Tent Permit received by _____

JULIE contacted _____





Course Certification
Measured on 5/15/2022
by Brad Krugler
krugler@yahoo.com

Map not to scale

This course was measured using
the full width of the roads/trails
(SPR) except as noted on map
details

Start: See inset 42.19824, -88.09495
20' 2" NW edge of curb adjacent to Oak St
43' 7" NW of hydrant located adjacent to Oak St on Old
Rand Rd

Mile 1: 36' 2" SE of stop sign on SE corner of Golfview
and PineTree Row 42.2070821, -88.108533

Mile 2: 29' 5" S of Slow Children sign S of 6 Briarwoods Ln.
42.21744, -88.10177

Mile 3: 54' 3" NE of mailbox at 9 Acorn Dr
42.22013, -88.086337

Mile 4: 5' S 23.09' W Lochanora Dr mailbox
42.23036, -88.08537

Mile 5: 17' 8" S of stop sign at the corner of Governors
Way and Deerpoint Trail
42.13433, -88.004483

Mile 6: 10' 2" S of mailbox at 12 Mulberry Dr
42.22416, -88.070767

Mile 7: 5' 3" NE of 1" stone pillar NE of driveway at
address 12 on Acorn Dr
42.21967, -88.08721

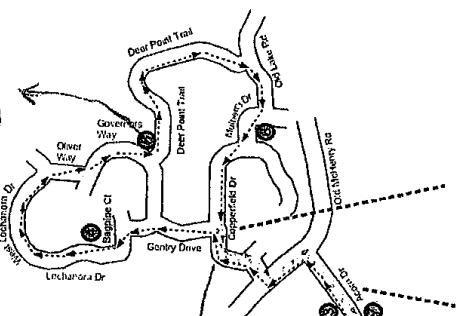
Mile 8: 28' 3" N of mailbox at 16 Briarwoods Ln
42.216990, -88.101771

Mile 9: 19' 3" SE of sewer cover on Pine Tree Row SE of
Summit Terrace
42.20664, -88.10768

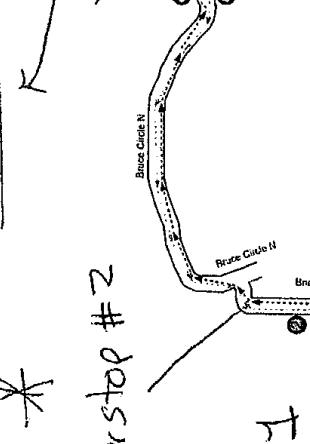
Finish: See inset 51' 11" SE of fire hydrant located
adjacent to Oak St on SW side of Old Rand Rd
42.19808, -88.09469

Lake Zurich 10 Mile

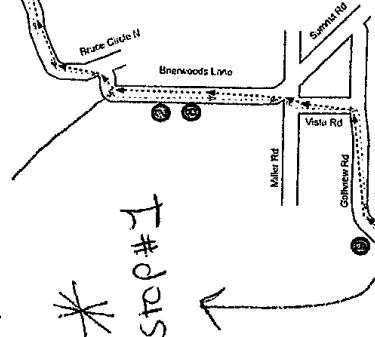
WATER STOP #4



WATER STOP #3



WATER STOP #2



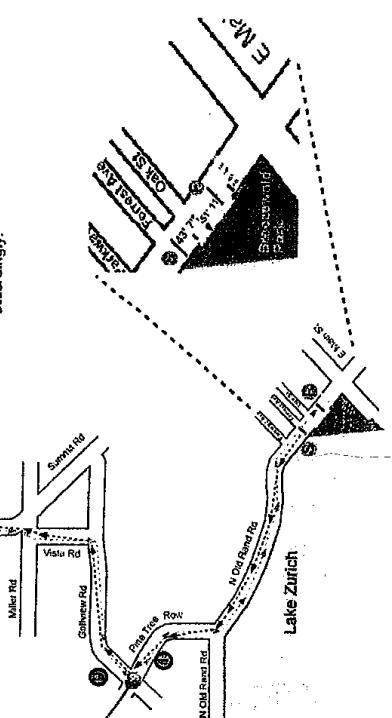
Runners stay to the left of the corner area through
this section. Red arrows indicate runners
returning using the same roads and using SPR
unless separated with cones. Course measured
accordingly.

Runners stay to the left of the corner area through
this section. Red arrows indicate runners
returning using the same roads and using SPR
unless separated with cones. Course measured
accordingly.

Runners stay to the left of the corner area through
this section. Red arrows indicate runners
returning using the same roads and using SPR
unless separated with cones. Course measured
accordingly.

Runners stay to the left of the corner area through
this section. Red arrows indicate runners
returning using the same roads and using SPR
unless separated with cones. Course measured
accordingly.

Runners stay to the left of the corner area through
this section. Red arrows indicate runners
returning using the same roads and using SPR
unless separated with cones. Course measured
accordingly.



Water \rightarrow tops



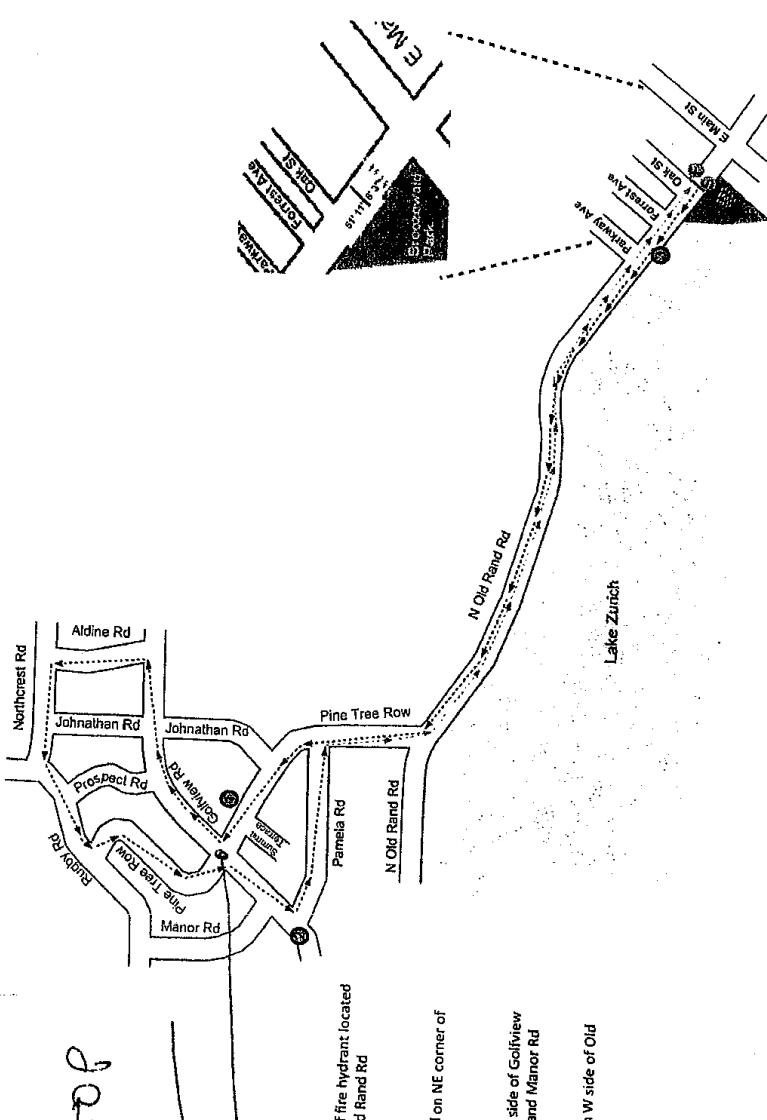
Lake Zurich 5K

Course Certification
Measured on 5/15/2022
by Brad Krugler
br.krugler@yahoo.com

Map not to scale

This course was measured using the full width of the roads/rails or the Shortest Possible Route (SPR).

water stop



Start/Finish: See inset 5111' SE of fire hydrant located adjacent to Oak St on SW side of Old Rand Rd 8' - 3" from NW edge of crosswalk 42.19808, -88.00469

Mile 1: 44' SE of fire hydrant located on NE corner of Pine Tree Row and Summit Terrace 42.20679, -88.10796

Mile 2.9" NE of fire hydrant on SE side of Golfview
road SW of intersection of Golfview and Manor Rd
22.20622, -88.10961

file 3.6' 9" NW of manhole cover on W side of Old and Rd 5W of Parkway Ave
12.19919, -88.09641



VILLAGE OF LAKE ZURICH SPECIAL EVENT PERMIT APPLICATION (ATTENDANCE OVER 500)
PLEASE COMPLETE PAGE ONE OF THE APPLICATION

| | | | |
|--|---|---|---|
| Organization | Name of Organization ALPINE RUNNERS | Type of Organization RUNNING CLUB | Is this a "Not For Profit Organization" <input type="checkbox"/> <input checked="" type="checkbox"/> yes |
| | Address for Organization Skokie, IL Route 22, LAKE ZURICH | | Email Address |
| Event | Contact Person Bob McCANN | Home Number 630-992-5643 | Business Number |
| | Chairman/President's Name (if Different) MARY KURT | Home Number 847-714-6195 | Cell Phone Number 630-992-3843 |
| Is your Organization willing to reimburse the Village for costs of services rendered? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If not, indicate why? | | | |
| | Date(s) of Event 8/20/2023 | Day(s) of the week SUNDAY | Time(s) of Event 7:00 AM |
| | Has this event been held in the past? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No When? 8/20/2022 | | |
| | Describe the type of Event you wish to hold ROAD RUNNING RACE (5K) | | |
| Police Department | Will your event require the assistance of the Police Department? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | Will the event require the closing of any roadways? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | Name(s) of roads to be closed |
| | Type of assistance needed from the Police Department (Check all that apply) <input type="checkbox"/> Road Closure <input checked="" type="checkbox"/> Traffic Control <input checked="" type="checkbox"/> Pedestrian Control <input checked="" type="checkbox"/> Security <input type="checkbox"/> Parking Control <input type="checkbox"/> Crowd Control <input type="checkbox"/> Other | | |
| | List any other assistance the Police Department would be providing | | Type of Police Department Equipment Needed <input checked="" type="checkbox"/> Squad Cars <input type="checkbox"/> No Parking Signs <input type="checkbox"/> Traffic Cones <input type="checkbox"/> Other: |
| | Has contact been made with a representative of the Police Department <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | Name of Police Official Contacted COLIN Gaffney Rank When Contacted: |
| Fire Department | Will your event require the assistance of the Fire Department? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | Will your event require the use of Fire Department Personnel? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | Will any equipment belonging to the Fire Department be used? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Uncertain |
| | Type of Equipment <input checked="" type="checkbox"/> Ambulance <input type="checkbox"/> Engine <input type="checkbox"/> Other (Please Describe) AMBULANCE ON STAND BY | | |
| | Describe the type of assistance required from the Fire Department | | |
| | Has contact been made with a representative of the Fire Department <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | Name of Fire Department Official Contacted Rank When Contacted: |
| Park & Recreation Dept. | Will your event require assistance of the Park & Recreation Department <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not Certain | Will the event require the use of any Village Parks or Park Property <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Certain | |
| | Name of Park Property to be used (if applicable) BREEZEWALD | | Address of Park Property to be used (if applicable) 125 N. OLD RAND RD. |
| | Will the event require use of Park & Recreation Department Personnel <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Uncertain | | Describe the type of personnel assistance required |
| | Will any Park & Recreation Department equipment be required? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | Type of Equipment <input type="checkbox"/> Stage <input type="checkbox"/> Beaches <input type="checkbox"/> Shelters <input type="checkbox"/> Picnic Tables <input type="checkbox"/> Tents |
| | Describe any other Park & Recreation Department Equipment Needed USE OF THE PAVILLION | | |
| | Has contact been made with a representative of the Park & Recreation Department <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | Name of Park & Recreation Department Official Contacted BONNIE CAPUTO Title DER When Contacted: TODAY |
| Public Works | Will the event require the assistance of the Public Works Department <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not Certain | Will the event require the use of Public Works Personnel <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | Will the Event require the use of Public Works Equipment <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| | Describe the type of assistance required from the Public Works Department | | |
| | Type of equipment needed <input type="checkbox"/> Barricades <input type="checkbox"/> Signs <input type="checkbox"/> Clean up Crew <input type="checkbox"/> Trucks <input type="checkbox"/> Others: | | |
| | Will the event require the use of any Public Works Property <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not Certain | | |
| | Has contact been made with a representative of the Public Works Department <input type="checkbox"/> Yes <input type="checkbox"/> No | | Name of Public Works Department Official Contacted Title When Contacted: |
| Building | Will the event require the assistance of the Building Department <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Unknown | Will the event involve the use of electrical equipment <input type="checkbox"/> Yes <input type="checkbox"/> No | Will any electrical equipment be used outdoors <input type="checkbox"/> Yes <input type="checkbox"/> No |
| | Will the event involve the modification of any structures <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | Will the event involve the building of any structures <input type="checkbox"/> Yes <input type="checkbox"/> No | Will the event require the assistance of any Building Department Personnel <input type="checkbox"/> Yes <input type="checkbox"/> No |
| | Has contact been made with a representative of the Building Department <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | Name of Building Department Official Contacted Title When Contacted: |

SPECIAL EVENT APPLICATION & AGREEMENT

EVENT SUMMARY

Event Name A Bushel of Apples Fall Fest

Event Type/Purpose Beer release/Community fundraising event

Event Date(s) 9/22-9/24 Event Start/End Time 3pm-9pm, 12pm-9pm, 12pm-4pm

Event Location Palus Park 200 S Rand Rd, Lake Zurich, IL 60047

Note: The Village does not grant exclusive use of their parks and outdoor facilities.

APPLICANT INFORMATION

Organization Name Phase Three Brewing

Applicant's Name/Responsible Party Mark Mesrobian

Organization/Applicant/Address/City/State/Zip Phase Three Brewing Mark Mesrobian 932 Donata Ct. Lake Zurich, IL 60047

Applicant Phone Numbers 847-320-1910

Applicant E-Mail Address Mark@phasethreebrewing.com

Contact Name & Phone Number During Event Mark Mesrobian 847 809 5989

*Representative must be on site and available during event hours

EVENT SITE DETAILS

If your event is for a run/walk/parade, you must include a MAP of your route with the application

Provide a detailed description of your event Local Beer release and Community fundraiser. Family-friendly with music, games, food, merch, and beer sales. Very Similar to last year's events.



Approximate number of people expected at event **1,500 over three days**

Is this a returning event to Lake Zurich or first time event? **Returning**

Will there be food concessions at the event? **Yes** Contact the Lake County Health Dept. for requirements

Will there be inflatables/bounce houses at the event? **NO**
(You will be required to note this on your certificate of insurance and contact JULIE)

Will there be emergency medical services present? **NO**
(Outside municipalities may not provide services in the Village)

Will you be selling or serving alcohol (**only for LZ residents + LZ businesses/organizations**) at the event? **Yes** If yes, contact Village Hall and see IH. for details

Number and location of portable toilet facilities provided # **8** Location: **North western section**

Will there be assembly tents/canopies erected at the event? **Yes**
(If yes, contact the Community Services Dept. for permit & to schedule an inspection (anything > 10x10))

Will you be selling items or raffling items? **Yes**

Are you requesting the closure of any streets? If so, provide street names and include a map

NO

(Note that street closures require Police, Fire, Park Advisory, Village Board and/or IDOT approval and may incur additional fees. In addition, you must notify property owners along the route of the date and time of street closures - check with Park & Recreation staff for assistance.)

Are you requesting any other Village services? (i.e. water, electric, etc) **Electric**

Does the applicant/organization owe any outstanding invoices to the Village? **NO**
(Unpaid invoices may result in denial of event application.)

Would you like your event listed on the Village's social media (free of charge) **YES!**

Note your event's website address, if you'd like that included **www.phasethreebrewing.com**

With my signature, I certify that I have read and agree to the Village of Lake Zurich Special Event Policy and all items listed on this application. I agree to abide by all applicable ordinances & regulations.

Signature

Date

1/23/23



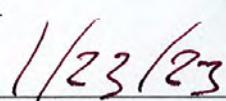
WAIVER AND RELEASE OF ALL CLAIMS

The undersigned participant agrees to obey all Village of Lake Zurich rules and regulations. As a user of the park, I recognize and acknowledge that there are certain risks of physical injury and I agree to assume the full risk of any injury, including death, damages or loss which I, or any of my guests may sustain as a result of participating in any activities connected with or associated with the use of Department parks. I agree to waive and relinquish all claims I may have against the Village of Lake Zurich and its officers, agents, servants, employees and volunteers. I further agree to indemnify and hold harmless and defend the Village of Lake Zurich and its officers, agents, servants, employees and volunteers from any and all claims sustained by me and/or my guests. I have read and fully understand the above details and waive and release all claims.

It will be my responsibility to assure our group follow all special event policies outlined in the policy/application including the Village of Lake Zurich park rules.



Signature



Date

FOR OFFICE USE ONLY

Date application received _____

Application approved or denied by _____

Date paid _____ Amount _____ Check/Cash/Credit _____

Certificate of Insurance received by _____

Raffle Permit received by _____

Liquor License received by _____

Tent Permit received by _____

JULIE contacted _____





VILLAGE OF LAKE ZURICH SPECIAL EVENT PERMIT APPLICATION (ATTENDANCE OVER 500)

PLEASE COMPLETE PAGE ONE OF THE APPLICATION

| | | | |
|---|--|--|--|
| <p>Organization</p> <p>Name of Organization Phase Three Brewing</p> <p>Type of Organization Brewery</p> <p>Is this a "Not For Profit Organization" <input type="checkbox"/> <input checked="" type="checkbox"/></p> <p>Address for Organization 932 Donald Ct. Lake Zurich, IL 60047</p> <p>Email Address Mark@phasethreebrewing.com</p> <p>Contact Person Mark Mesrobian</p> <p>Home Number</p> <p>Business Number</p> <p>Cell Phone Number 847-809-5989</p> <p>Chairman/Presidents Name (If Different) Evan Morris</p> <p>Home Number</p> <p>Business Number 847-320-1910</p> <p>Cell Phone Number</p> <p>Is your Organization willing to reimburse the Village for costs of services rendered? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If not, indicate why?</p> | | | |
| <p>Event</p> <p>Date(s) of Event 9/22/23-9/24/23</p> <p>Day(s) of the week Friday, Saturday, Sunday</p> <p>Time(s) of Event 3pm-9pm, 12pm-9pm, 12pm-4pm</p> <p>Has this event been held in the past? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No When?</p> | | | |
| <p>Describe the Type of Event you wish to hold Bazaar/Festival</p> <p>Location(s) of event Palus Park</p> | | | |
| <p>Will your event require the assistance of the Police Department? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Will the event require the closing of any roadways? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Name(s) of roads to be closed</p> <p>Type of assistance needed from the Police Department (Check all that apply)</p> <p><input type="checkbox"/> Road Closure <input type="checkbox"/> Traffic Control <input type="checkbox"/> Pedestrian Control <input type="checkbox"/> Security <input type="checkbox"/> Parking Control <input type="checkbox"/> Crowd Control <input type="checkbox"/> Other</p> | | | |
| <p>List any other assistance the Police Department would be providing</p> <p>Type of Police Department Equipment Needed</p> <p><input type="checkbox"/> Squad Cars <input type="checkbox"/> No Parking Signs <input type="checkbox"/> Traffic Cones <input type="checkbox"/> Other:</p> | | | |
| <p>Has contact been made with a representative of the Police Department <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Name of Police Official Contacted</p> <p>Rank</p> <p>When Contacted:</p> | | | |
| <p>Police Department</p> <p>Will your event require the assistance of the Fire Department? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Will your event require the use of Fire Department Personnel? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Will any equipment belonging to the Fire Department be used? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Uncertain</p> <p>Type of Equipment</p> <p><input type="checkbox"/> Ambulance <input type="checkbox"/> Engine <input type="checkbox"/> Other (Please Describe)</p> <p>Describe the type of assistance required from the Fire Department</p> | | | |
| <p>Has contact been made with a representative of the Fire Department <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Name of Fire Department Official Contacted</p> <p>Rank</p> <p>When Contacted:</p> | | | |
| <p>Fire Department</p> <p>Will your event require assistance of the Park & Recreation Department? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Certain</p> <p>Will the event require the use of any Village Parks or Park Property <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Certain</p> <p>Name of Park Property to be used (if applicable)</p> <p>Address of Park Property to be used (if applicable) 200 S Rand Rd, Lake Zurich, IL 60047</p> <p>Will the event require use of Park & Recreation Department Personnel? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Uncertain</p> <p>Describe the type of personnel assistance required</p> <p>Will any Park & Recreation Department equipment be required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Stage <input type="checkbox"/> Beaches <input checked="" type="checkbox"/> Shelters <input checked="" type="checkbox"/> Picnic Tables <input type="checkbox"/> Tents</p> <p>Describe any other Park & Recreation Department Equipment Needed</p> | | | |
| <p>Has contact been made with a representative of the Park & Recreation Department <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Name of Park & Recreation Department Official Contacted Bonnie Caputo</p> <p>Title The Best!</p> <p>When Contacted: January 2023</p> | | | |
| <p>Park & Recreation Dept.</p> <p>Will the event require the assistance of the Public Works Department <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Certain</p> <p>Will the event require the use of Public Works Personnel <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Will the Event require the use of Public Works Equipment <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Describe the type of assistance required from the Public Works Department Light carts</p> <p>Type of equipment needed</p> <p><input type="checkbox"/> Barricades <input type="checkbox"/> Signs <input type="checkbox"/> Clean up Crew <input type="checkbox"/> Trucks <input type="checkbox"/> Others:</p> <p>Will the event require the use of any Public Works Property <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Certain</p> <p>Has contact been made with a representative of the Public Works Department <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Name of Public Works Department Official Contacted</p> <p>Title</p> <p>When Contacted:</p> | | | |
| <p>Public Works</p> <p>Will the event require the assistance of the Building Department <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Unknown</p> <p>Will the event involve the use of electrical equipment <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Will any electrical equipment be used outdoors <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Will the event involve the modification of any structures <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Will the event involve the building of any structures <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Will the event require the assistance of any Building Department Personnel <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Has contact been made with a representative of the Building Department <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Name of Building Department Official Contacted</p> <p>Title</p> <p>When Contacted:</p> | | | |
| <p>Building</p> | | | |

SPECIAL EVENT APPLICATION & AGREEMENT

EVENT SUMMARY

Event Name Jack O'lantern World

Event Type/Purpose 3/4 mile walk through through thousands of hand carved pumpkins

Event Date(s) 9/29-10/1, 10/5-10/8, 10/12-10/15, 10/19-10/22, 10/26-10/29 Event Start/End Time Thursday and Sunday
5:30pm-9:00pm, Friday and
Saturday 5:30pm-12:00am

Event Location Paulus Park

PARK SET UP: 9/18

Note: The Village does not grant exclusive use of their parks and outdoor facilities.

PARK CLEAN UP:

11/1 - 11/13

APPLICANT INFORMATION

Organization Name All Community Events

Applicant's Name/Responsible Party Robert Jaenicke

Organization/Applicant/Address/City/State/Zip 1152 Ensell Road Lake Zurich, IL 60047

Applicant Phone Numbers 630-656-0804

Applicant E-Mail Address bobby@allcommunityevents.com

Contact Name & Phone Number During Event Robert Jaenicke 630-656-0804

*Representative must be on site and available during event hours

EVENT SITE DETAILS

If your event is for a run/walk/parade, you must include a MAP of your route with the application

Provide a detailed description of your event...

We would be looking to utilize the same route that has been used the previous 2 year for the Walk. We are also looking to add a haunted version of the trail that would take place on select Friday's and Saturday's from 8:30pm until 12:00am. We would like to add a kids run through Jack O'lantern World which would take place inside the footprint of the walking route. The date for this would be TBD but it would take place during normal operating hours of the event.



Approximate number of people expected at event 2,000- 4,000 nightly

Is this a returning event to Lake Zurich or first time event? returning event

Will there be food concessions at the event? yes Contact the Lake County Health Dept. for requirements

Will there be inflatables/bounce houses at the event? Possibly but unlikely

(You will be required to note this on your certificate of insurance and contact JULIE)

Will there be emergency medical services present? no

(Outside municipalities may not provide services in the Village)

Will you be selling or serving alcohol (**only for LZ residents + LZ businesses/organizations**) at the event? unsure If yes, contact Village Hall and see LH. for details

Number and location of portable toilet facilities provided # 10 Location: Next to Shelter

Will there be assembly tents/canopies erected at the event? no

(If yes, contact the Community Services Dept. for permit & to schedule an inspection (anything > 10x10)

Will you be selling items or raffling items? yes

Are you requesting the closure of any streets? If so, provide street names and include a map

no

(Note that street closures require Police, Fire, Park Advisory, Village Board and/or IDOT approval and may incur additional fees. In addition, you must notify property owners along the route of the date and time of street closures - check with Park & Recreation staff for assistance.)

Are you requesting any other Village services? (i.e. water, electric, etc) no

Does the applicant/organization owe any outstanding invoices to the Village? no

(Unpaid invoices may result in denial of event application.)

Would you like your event listed on the Village's social media (free of charge) possibly

Note your event's website address, if you'd like that included _____

With my signature, I certify that I have read and agree to the Village of Lake Zurich Special Event Policy and all items listed on this application. I agree to abide by all applicable ordinances & regulations.

Signature

Robert Jaenickel

Date 2/9/22



WAIVER AND RELEASE OF ALL CLAIMS

The undersigned participant agrees to obey all Village of Lake Zurich rules and regulations. As a user of the park, I recognize and acknowledge that there are certain risks of physical injury and I agree to assume the full risk of any injury, including death, damages or loss which I, or any of my guests may sustain as a result of participating in any activities connected with or associated with the use of Department parks. I agree to waive and relinquish all claims I may have against the Village of Lake Zurich and its officers, agents, servants, employees and volunteers. I further agree to indemnify and hold harmless and defend the Village of Lake Zurich and its officers, agents, servants, employees and volunteers from any and all claims sustained by me and/or my guests. I have read and fully understand the above details and waive and release all claims.

It will be my responsibility to assure our group follow all special event policies outlined in the policy/application including the Village of Lake Zurich park rules.

Robert Jaenicks

Signature

2/9/22

Date

FOR OFFICE USE ONLY

Date application received _____

2/9/23

Application approved or denied by _____

Date paid _____ Amount _____ Check/Cash/Credit _____

Certificate of Insurance received by _____

Raffle Permit received by _____

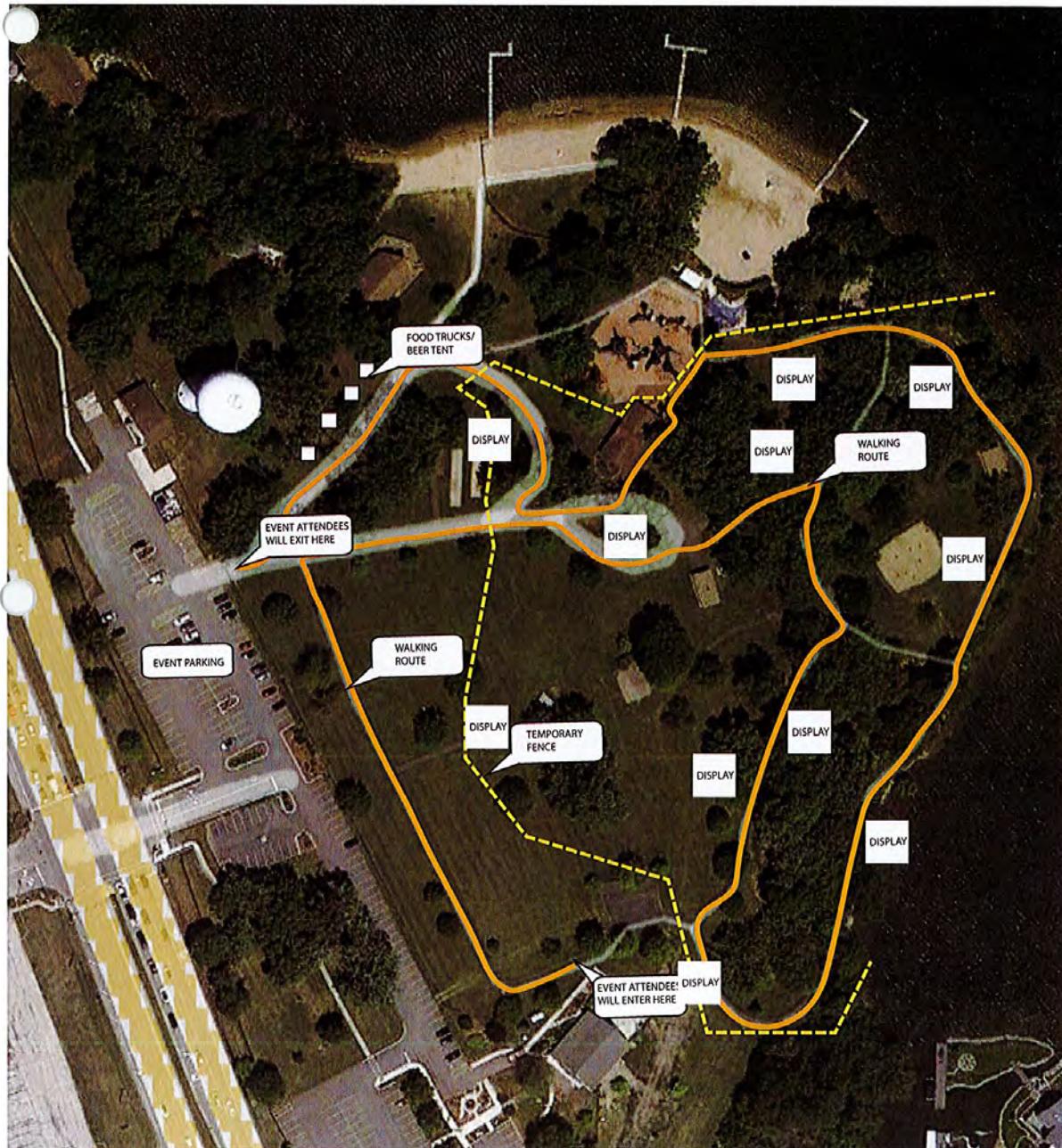
Liquor License received by _____

Tent Permit received by _____

JULIE contacted _____



All Community Events Jack O'lantern World Paulus Park





VILLAGE OF LAKE ZURICH SPECIAL EVENT PERMIT APPLICATION (ATTENDANCE OVER 500)

PLEASE COMPLETE PAGE ONE OF THE APPLICATION

| | | | | | | |
|--|--|---|---|--|---|-----------------|
| Organization | Name of Organization All Community Events | | Type of Organization Event Management | Is this a "Not For Profit Organization <input type="checkbox"/> yes <input checked="" type="checkbox"/> no | | |
| | Address for Organization 1152 Ensell Road | | Email Address bobby@allcommunityevents.com | | | |
| | Contact Person Bobby | | Home Number | Business Number | Cell Phone Number 630-656-0804 | |
| | Chairman/Presidents Name (If Different) Peter Starykowicz | | Home Number | Business Number | Cell Phone Number 847-344-0861 | |
| | Is your Organization willing to reimburse the Village for costs of services rendered? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If not, indicate why? | | | | | |
| Event | Date(s) of Event 9/29/23-10/31/23 | Day(s) of the week Thursday- Sunday | Time(s) of Event | | Has this event been held in the past? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No When? | |
| | Describe the Type of Event you wish to hold Jack O'lantern World Walk | | | Location(s) of event Paulus Park | | |
| | Will your event require the assistance of the Police Department? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | Will the event require the closing of any roadways? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | Name(s) of roads to be closed | | |
| Type of assistance needed from the Police Department (Check all that apply) <input type="checkbox"/> Road Closure <input type="checkbox"/> Traffic Control <input type="checkbox"/> Pedestrian Control <input type="checkbox"/> Security <input type="checkbox"/> Parking Control <input type="checkbox"/> Crowd Control <input type="checkbox"/> Other | | | | | | |
| List any other assistance the Police Department would be providing | | Type of Police Department Equipment Needed <input type="checkbox"/> Squad Cars <input type="checkbox"/> No Parking Signs <input type="checkbox"/> Traffic Cones <input type="checkbox"/> Other | | | | |
| Has contact been made with a representative of the Police Department <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | Name of Police Official Contacted | | Rank | When Contacted: | |
| Fire Department | Will your event require the assistance of the Fire Department? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | Will your event require the use of Fire Department Personnel? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | Will any equipment belonging to the Fire Department be used? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Uncertain | | |
| | Type of Equipment <input type="checkbox"/> Ambulance <input type="checkbox"/> Engine <input type="checkbox"/> Other (Please Describe) | | | | | |
| | Describe the type of assistance required from the Fire Department | | | | | |
| Has contact been made with a representative of the Fire Department <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | Name of Fire Department Official Contacted | | Rank | When Contacted: | |
| Park & Recreation Dept. | Will your event require assistance of the Park & Recreation Department <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not Certain | | Will the event require the use of any Village Parks or Park Property <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Certain | | | |
| | Name of Park Property to be used (if applicable) Paulus Park | | Address of Park Property to be used (if applicable) 200 S Rand Road | | | |
| | Will the event require use of Park & Recreation Department Personnel <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Uncertain | | Describe the type of personnel assistance required | | | |
| | Will any Park & Recreation Department equipment be required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | <input type="checkbox"/> Stage <input type="checkbox"/> Beaches <input checked="" type="checkbox"/> Shelters <input checked="" type="checkbox"/> Picnic Tables <input type="checkbox"/> Tents | | | |
| | Describe any other Park & Recreation Department Equipment Needed | | | | | |
| Has contact been made with a representative of the Park & Recreation Department <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | Name of Park & Recreation Department Official Contacted Bonie Caputo | | Title | When Contacted: Recreation Director | |
| Public Works | Will the event require the assistance of the Public Works Department <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not Certain | | Will the event require the use of Public Works Personnel <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | Will the Event require the use of Public Works Equipment <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |
| | Describe the type of assistance required from the Public Works Department | | | | | |
| | Type of equipment needed <input type="checkbox"/> Barricades <input type="checkbox"/> Signs <input type="checkbox"/> Clean up Crew <input type="checkbox"/> Trucks <input type="checkbox"/> Others: | | | | | |
| | Will the event require the use of any Public Works Property <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not Certain | | | | | |
| Has contact been made with a representative of the Public Works Department <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | Name of Public Works Department Official Contacted | | Title | When Contacted: | |
| Building | Will the event require the assistance of the Building Department <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Unknown | | Will the event involve the use of electrical equipment <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | Will any electrical equipment be used outdoors <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | |
| | Will the event involve the modification of any structures <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | Will the event involve the building of any structures <input type="checkbox"/> Yes <input type="checkbox"/> No | | Will the event require the assistance of any Building Department Personnel <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |
| | Has contact been made with a representative of the Building Department <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | Name of Building Department Official Contacted | | Title | When Contacted: |

Agenda Item: 6C

PARKS AND RECREATION DEPARTMENT

200 South Rand Road
Lake Zurich, Illinois 60047(847) 438-5146
LakeZurich.org*At the Heart of Community*

MEMORANDUM

Date: February 21, 2023
To: Ray Keller, Village Manager
From: Bonnie Caputo, Recreation Director
Subject: **FY23 Internal Village Special Event Requests**

Issue: To continue to meet the Village objective to enhance the community image and positive interactions through special events, the Park and Recreation Department would like consideration of a variety of internally ran special events for our community in the upcoming year. According to Special Events guidelines, events requiring only Park/Facility use with attendance over 100 must be reviewed and approved by the Village Board of Trustees.

Analysis: Below is a summary of the internal special events the Park and Recreation Department is requesting approval for in FY23:

| Event | Date(s) and Time(s) | Location | Estimated Attendance |
|--------------------------|------------------------|-------------|----------------------|
| Annual Egg Hunt | 4/1/23 11:30am-12pm | Paulus Park | 1,500+ |
| Tween Egg Dash & Dessert | 4/7/23 7:30-9:30pm | Paulus Park | 100 |
| Arbor Day | 4/29/23 9am-12pm | Paulus Park | 100+ |

| | | | |
|-------------------------------|--|-------------------------------------|--------------------|
| Food Truck Socials | Every Wednesday, June-August 4-7pm | Paulus Park | 300+ per date |
| Farmers Market | 6/2/23-9/8/23 3-7pm | Paulus Park | 1,000+ each market |
| Movies in the Park | 6/16/23 & 7/14/23 8:30pm | Paulus Park | 500+ per night |
| Family Fishing Derby | 6/18/23 9am-12pm | Paulus Park | 100+ |
| Groove Grove | 6/28, 7/26, 8/23/23 4-7pm | Paulus Park | 200+ per date |
| July 4th | 7/4/23 10am-approx. 10pm | Paulus Park | 8,000+ |
| Rock the Block | 9/9/23 4pm-11:30pm | Downtown Lake Zurich Main Street | 8,000+ |
| Miracle on Main Street | 12/2/23 3-6:30pm | Downtown Lake Zurich Main Street | 3,000+ |

Certain events listed above require local street closures for event set up and operations. Rock the Block requires Main Street (from Church to Old Rand Road) to be closed from 9am through event clean up (approximately 3am on 9/10/23). The Miracle on Main Street event requires Main Street (from Church Street to Old Rand Road) to be closed from 9am through event clean up (approximately 11pm on 12/2/23).

Recommendation: The Park and Recreation Advisory Board and staff recommends accepting the above internal special event requests for FY23.



COMMUNITY DEVELOPMENT DEPARTMENT

MONTHLY INFORMATION REPORT

January 2023

HIGHLIGHTING DATA METRICS
TO IDENTIFY OPERATIONAL TRENDS
AND
FACILITATE INFORMED DECISION MAKING

505 TELSER ROAD
LAKE ZURICH, IL 60047

DEPARTMENT NARRATIVE

During the month of January 2023, the Community Development Department was engaged in the following activities:

BUILDING & ZONING DIVISION:

Commercial Permits Issued:

- 495 Enterprise: Journey Cremations
- 787 W IL Rt 22: Petco remodel including vet services

Commercial Occupancies Issued:

- 708 S Rand: Scent Hound dog grooming and animal wellness center
- 235 N Quentin: Fantasy Land Daycare (former ETC Preschool)
- 935 S Rand: Planet Fitness
- 26 N Old Rand: Via Vici Salon

FOIA Requests: Total number of FOIA requests: **11**

PLANNING AND DEVELOPMENT DIVISION:

Planning and Zoning Commission (PZC) Activity:

At the January 18, 2023 meeting of the PZC, the following applications were considered:

1. *710 Fieldstone Circle* – The application to request the construction of a residential addition within the required rear yard setback was presented by the property owner, Ms. Carole Urry. She provided the reasons and for requesting the variation and stated that she had also obtained letters of support for the variation from her neighbors to the rear and side of her property. Following the close of hearing and discussion, the PZC voted 5-0 to recommend approval of the variation.
2. *103 S Rand Rd (Lakeview Plaza)* – The Application for a Special Use Permit to allow for the establishment of a liquor store to be known as “Lake Liquors” was presented by one of the two owner/operators, Mr. Anil Kumar Nayi. He answered questions related to the merchandize offered. There were no objectors to the request. Staff also reiterated the conditions recommended to be included in the proposed ordinance related to the accessory sale of tobacco and nicotine products within the store. There was additional discussion on some of the improvements to the facades of the shopping center owners being planned by the shopping center owners, Knapp Investments, LLC. Following the close of hearing and discussion, the PZC voted 5-0 to recommend approval of the Special Use Permit.
3. *377 N Rand Road (former Fritz's)* – The Application for the Special Use Permit for outdoor seating, live entertainment, building materials and exterior lighting at the property was presented by Ms. Mariah Schoenberger, wife of the Applicant, Mr. Kristopher Schoenberger. After reading out a written statement from the Applicant, she also answered questions of the PZC and staff. While there were no objectors to the application, one member of the audience expressed concerns about overflow parking onto the adjacent neighborhood streets. Following close of the hearing and discussion, the PZC voted 5-0 to recommend approval of the special use permits with the following additional conditions: - No

overflow parking would be allowed on the adjacent neighborhood streets - Parking on the adjacent property across Ravinia Terrace to the south would need to be formalized through written consent of the owner of that property.

4. *405 N Rand Road – BBQ'd Productions Grill* – The Application for the Special Use Permit for live entertainment and exterior lighting at the property was also presented by Ms. Mariah Schoenberger, wife of the Applicant, Mr. Kristopher Schoenberger. During public testimony, an adjacent resident on Betty Drive objected to the application and brought a number of issues that concerned her to the attention of the PZC and staff. These included issues related to the lighting, fence, landscape material removal, music on the rear deck and the odors emanating from the barbecue smoker on the premises. Since a number of these issues needed clarification from staff for conformance with the codes and permitting, the item was continued to the February 15 meeting of the PZC.

New Zoning Applications received (for PZC consideration).

The following new applications were received for consideration by the PZC at their next meeting on February 15, 2023.

New Application.

1. *400 S. Old Rand Road – District 95 Transition Program Center* – Application for a Zoning Map Amendment and Special Use Permit to renovate the existing office building for use as the new Transition Program Center for the school district.

Continued Consideration.

2. *405 N Rand Road – BBQ'd Productions Grill* – Continued consideration of the Application for the Special Use Permit for live entertainment and exterior lighting at the property. the Application was continued to give the Applicant time to address issues related to the lighting, fence, landscape material removal, music on the rear deck and the odors emanating from the barbecue smoker on the premises.

New and Ongoing Development:

1. *Planet Fitness at Deerpath Commons.* The Community Development Department issued Planet Fitness at 935 S. Rand Road a temporary occupancy permit to begin operations at this location. The approx. 20,000 square foot space is located within Deerpath Commons Retail Center owned by Fidelity and was formerly occupied by La-Z-Boy.
2. *Midlothian Manor Annexation.* A community meeting regarding the proposed annexation and redevelopment project for Midlothian Manor was announced for Saturday January 28, 2023, at Hope Collective, 23152 W. Miller Road, Lake Zurich. The meeting was conducted by the Housing Opportunity Development Corporation (HODC) Executive Director, Richard Koenig. The concept proposal was shared and a number of questions were answered and comments received. The developer proposed to conduct a second meeting within 2-3 weeks when the engineering exhibits would be shared.
3. *670 S Old Rand Road - OSK townhouse development.* Community Development Director Saher was contacted by Mr. Dennis Kulak, the project architect who stated that the developers for the property at 670 S. Old Rand Road would like to remain engaged with the project (the project was recently denied by the Village Board). The architect would substantially revise it to be able to resubmit it for reconsideration. Director Saher suggested that, to be considered a substantial change, at a minimum the developer would need to address the following issues:

- No structures should encroach into the flood plain.
- The floodway (path of the stream) should not be impeded or altered by structures or features such as the retaining wall and/or the detention pond.
- To meet the requirement for density, consider removing buildings 3, 4 and 7 on the northwest side of the development, and remove the unit from building 11 nearest to the south lot line on the southeast side of the development. This would result in a reduction of 14 units from the recently proposed 50 units.
- Maintain the architectural character and materials as recently proposed.
- Update the site grading and topo exhibits to reflect the mid-level entryways to the building.
- Maintain all the proposed landscape features as submitted.

Director Saher also recommended that the architect possibly consider a mix of single-family residences and multiple-family townhouses to further reduce the density of the project.

4. Cummings Property - 99 Quentin Road. Assistant Village Manager Roy Witherow, Community Development Director Saher, and Assistant to the Village Manager Kyle Kordell had a virtual meeting with Mr. Victor Cummings' daughter Ms. Rina Dukor and other family members including Ms. Anna Dukor and Mr. Alex Dukor (also representing Mr. Cummings as his attorney). Ms. Rina Dukor informed Village staff they were ready to move forward with a developer on the project. The developer is GMX Real Estate Group of Northbrook represented by Mr. Austin Vanderstappen. The developer would bring back the Thornton's gas station at the corner. Staff pointed out that Barrington Bank had shared that they were looking elsewhere since time was of the essence for the bank, and encouraged Ms. Dukor to reach out to them. Unfortunately, Mayor Poynton and Assistant Manager Witherow learned in a later conversation with Barrington Bank President John Stickney that a decision had been made to locate the bank in Hawthorn Woods due to the period of time that had lapsed since initial discussion with Mr. Cummings. Ms. Dukor was also aware that the zoning entitlements and development agreement granted to the previous developer were expiring and requested an extension, which she stated would be submitted by the developers.
5. Former La Parroquia Building at 500 Ela Road. Building Services Supervisor, Mary Meyer and Lake County Plan Reviewer, Mr. Dave Modrzejewski met with Real Estate broker for the property, Mr. Paul Proano at the property. The property was vacant and up for sale. The owners had moved out of state. The Village had been made aware of recent excessive water usage (resulting from a leak) and wanted to evaluate the condition of the building. The Water Department had also shut off water at the b-box to prevent any further leakage. However, upon entering the building, a strong odor of gas was noted, which prompted Village staff to contact the Fire Department. FD personnel detected gas near the stove, hot water tank, and griddle area. The appliances were immediately disconnected and the building and basement areas aired out. The furnace was also turned off. Additionally, during the inspection, electrical deficiencies were also discovered by staff raising concerns about serious hazardous conditions within the building. The Village subsequently tagged the building as "Uninhabitable." Village staff also advised the broker that prior to occupancy by any new owners or uses, all repairs would need to be completed to allow the building to be usable again.
6. Inquiry for New Self-Storage Facilities Along Route 22 and Rand Road. Community Development Director Saher and Planner Verbeke met with Mr. Jim Lapetina, of Design Build Storage LLC, and his architect, Mr. Jeff Budgell, who were looking at various vacant properties along Route 22 to establish a new self-storage facility. During discussion they inquired about the properties along Route 22 including the 7-acre vacant property between the post office and Oakwood Shopping Center, the Staples property at Telser Road, the Breslow property at Old Rand Road, and the Valenti Property at West Main Street and Rt 22. Staff responded that the properties within the Main Street District and its vicinity did not possess the appropriate zoning or land use designation to be considered. However, staff shared the Village's

available properties brochure with them to give them the opportunity to explore other feasible options to establish their self-storage facilities.

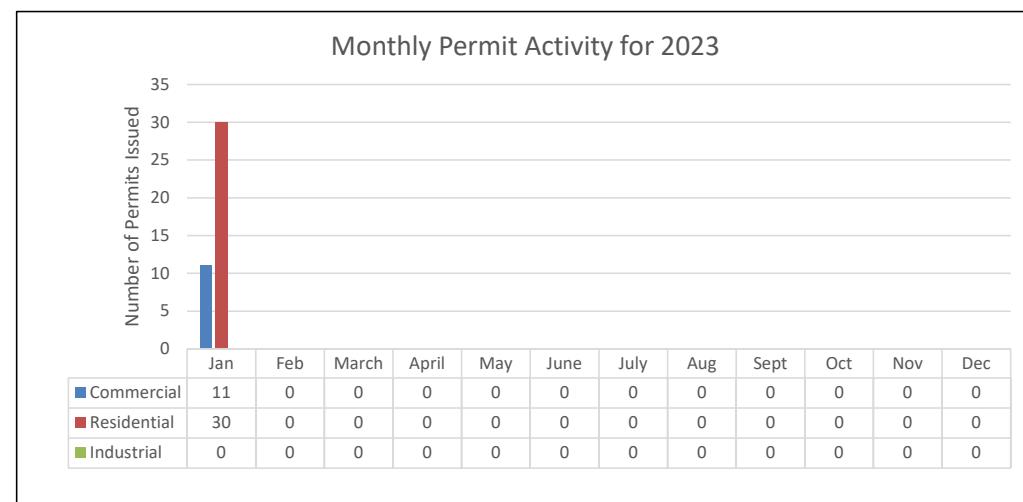
7. Inquiry for new Carwash at the SE Corner of Miller and Rand Roads. Over the past six months, Village development staff have received a number of requests for carwashes at various properties within the Village. Most inquiries have not resulted in more than a discussion of the requirements and issues associated with these land uses. Community Development Director Saher received a similar request from a broker, Mr. Joseph Jankovski of Vision Realty Investments, Ltd about the property at the SE corner of Miller and Rand Road. Mr. Jankovski indicated he was working with a carwash company that was contemplating acquiring and redeveloping the property and was interested in presenting their concept at a Courtesy Review in February. They intended to submit their request later in the month. Staff shared the challenges to developing this site which included access, Flint Creek that runs along the south of the property, and the shape and land area of the property. Later in the month, staff learned that the project would not proceed after all, due to the challenges posed by the property.

The property was the subject of a courtesy review in 2018 when Thornton's was looking to develop the site with a gas station and requested the Village for additional Village-owned land to be able to develop the property.

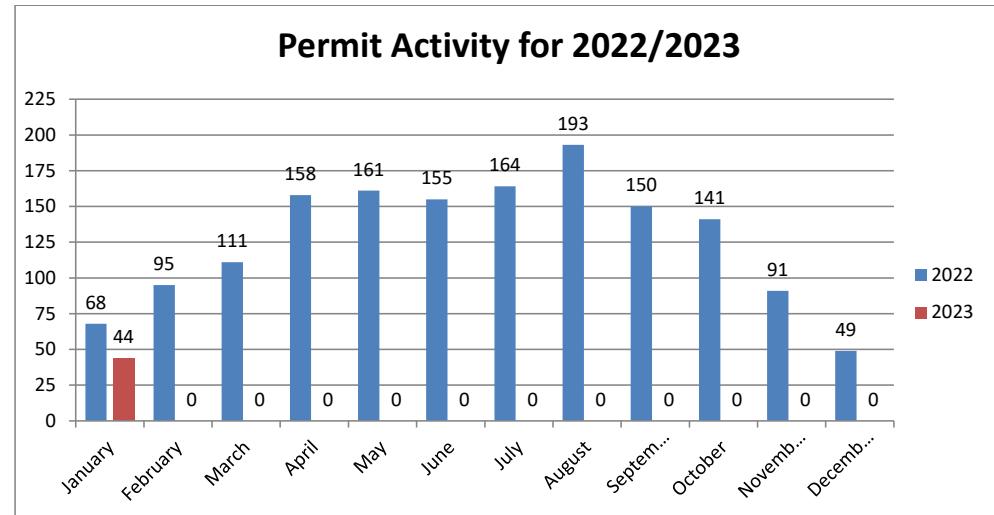
8. Sanctuary of Lake Zurich Backup SSA Public Hearing Scheduled for February 21, 2023. A public hearing of the Village Board has been scheduled to consider proposing a backup Special Service Area (SSA) for the Sanctuary of Lake Zurich. This was a requirement of the development agreement for the project consisting of 23 new townhomes and a 4,200 square foot commercial restaurant building. The backup SSA is intended to cover the Village's cost of maintaining, repairing, reconstructing and/or replacing certain improvements within the Subdivision including wetland areas, lakefront beaches, lakefront shoreline, underground detention and vortex structures, storm sewer maintenance, and special projects including retaining walls and private roadways in the event that the owners of the property fail to maintain, repair, reconstruct and/or replace these improvements. A second public hearing to establish the backup SSA will need to be conducted no less than 60 days following the first hearing. Additional detail will be provided in the agenda packet ahead the meeting date.

Long Term Planning

Comprehensive Plan Update. The request-for-proposals (RFP) to revise the Village's 2003 comprehensive plan that was sent out in November 2022 did not yield any interest from Chicago area planning consulting firms. The reasons cited were that the \$50,000 set aside for the project was not enough to address the requested scope of work. Village Staff re-issued the RFP without a maximum cost for the project to see what interested consulting firms believe would be an appropriate market cost to complete the project. Based on what is received by the deadline of February 10, 2023, staff may either request an increase in the budget for the project or propose a reduction in the scope of work to only examine sub-areas within the community that need the most attention. The purpose of the update is to identify recent – and forthcoming – economic development trends, land use patterns, and amend the Plan to chart a path forward for continued economic growth in Lake Zurich over the next 10-20 years.

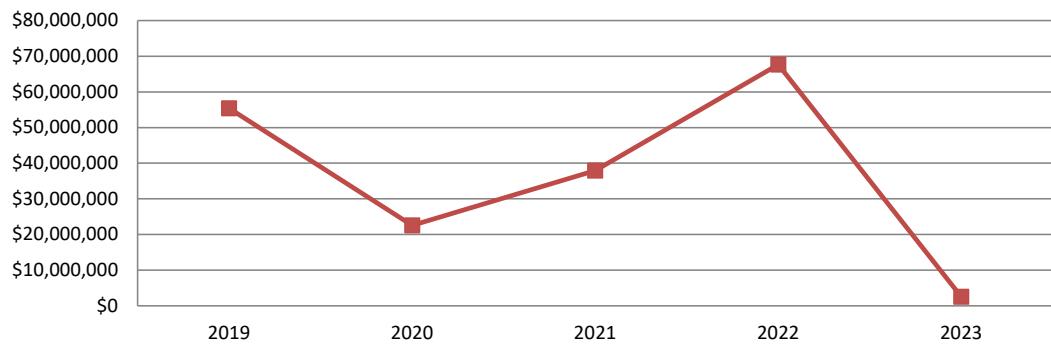


The chart above represents the total of permit activity on a monthly basis for 2023.



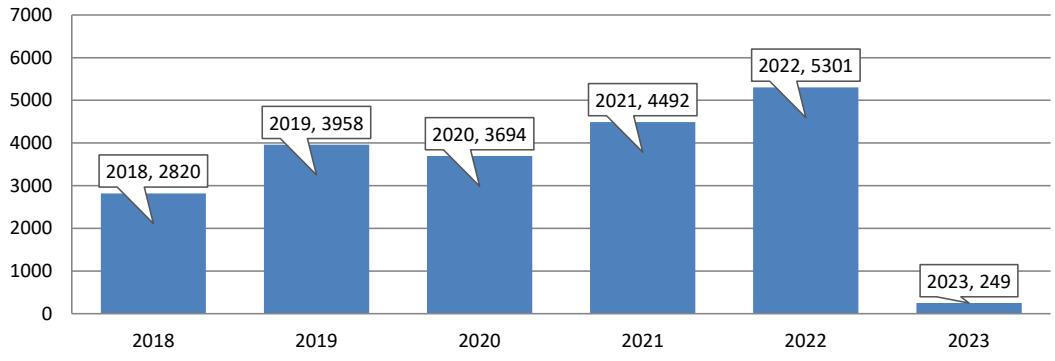
The chart above compares monthly permit activity for 2023 to the previous year 2022.

Construction Value of New Permits:
January-December
2019-2023



This chart tracks construction value of permit activity by year for 5 years.

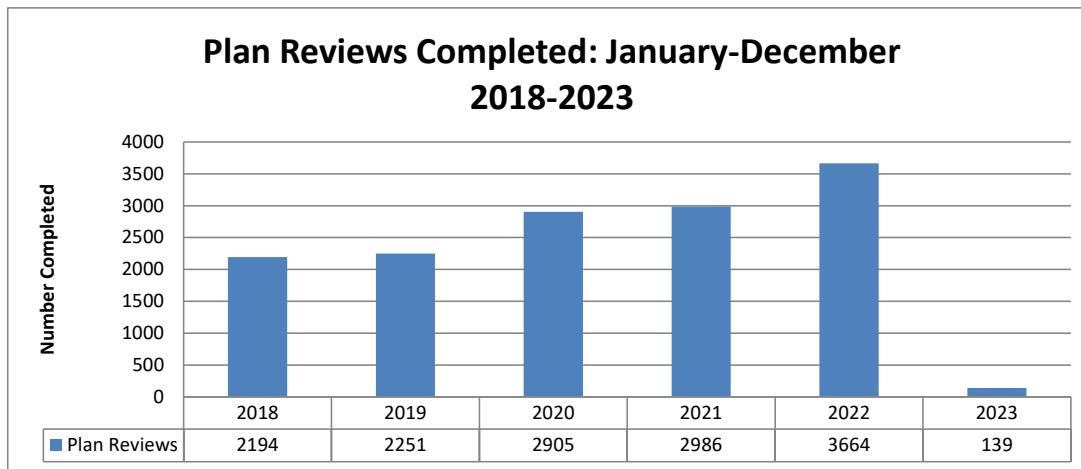
Inspection Activity: January-December
2018-2023



This graph illustrates the number of inspections performed by year.

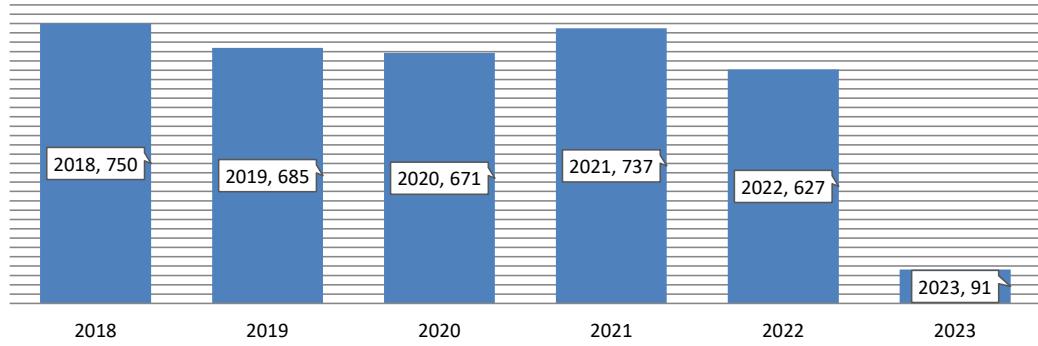


This chart indicates inspection activity on a monthly basis for 2023 compared to the previous year 2022.



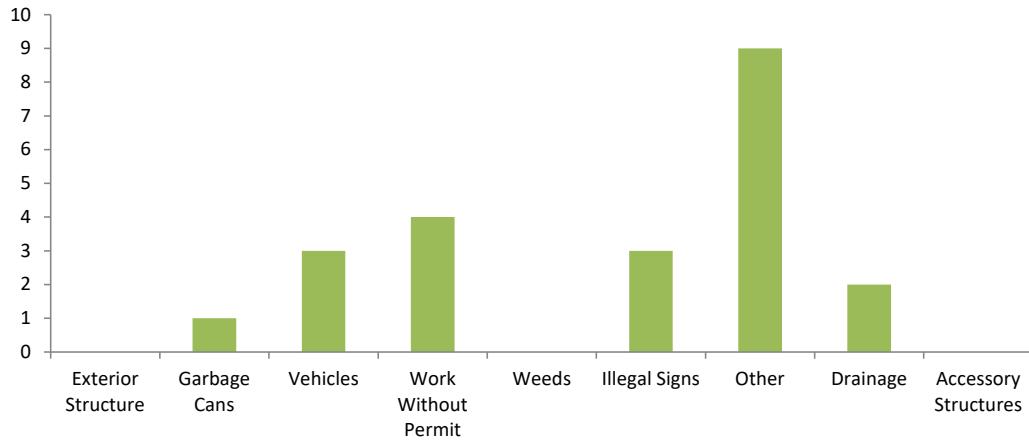
This graph illustrates the number of plan reviews performed by year.

Contractor Registrations January-December (applied for) 2018-2023



The graph represents the number of contractor registrations for the year as compared to prior years. Contractors are required to register on an annual basis to remain current with the village.

Common Code Violations - Details



This graph illustrates the number of code violations reported for the month. The data varies from month to month and is season dependent.

Agenda Item: 6D



At the Heart of Community

COMMUNITY DEVELOPMENT DEPARTMENT

505 Telser Road
Lake Zurich, Illinois 60047

Phone (847) 540-1696
Fax (847) 726-2182
LakeZurich.org

MEMORANDUM

Date: February 21, 2023

To: Ray Keller, Village Manager

From: Sarosh Saher, Community Development Director

CC: Mary Meyer, Building Services Supervisor
Tim Verbeke, Planner

Re: 2023 Official Zoning Map of the Village of Lake Zurich

Issue: Illinois State Statutes require that all municipalities annually publish an updated copy of their Zoning Map by March 31 of each year.

Analysis: The Zoning Map has been updated to reflect the current zoning of all parcels within the Village of Lake Zurich. The attached Ordinance will approve the updated map, causing it to be published thereby bringing Lake Zurich into conformance with State law.

Updates include:

1. The rezoning of parcel 14-20-400-007 from R-1/2 Single-Family Residential District under the Zoning Code to R-5 Single-Family Residential District, per Ordinance No. 2022-08-475 (Solowiej Subdivision at 545 Buesching Road). The parcel was also subdivided into two lots per a Final Plat of Subdivision.
2. Reconfiguration of the following lots on the zoning map:
 - a. Resubdivision of the Lots of 444 South Rand Road per the Final Plat of the Route 12 and Main Resubdivision, per Ordinance 2022-04-461 to create a new outlot on the property. The lots continue to remain in the B-3 Regional Shopping Business district.
 - b. Consolidation of Lots 6 and 7 of Lake Zurich Commerce Center Subdivision per the Alpha Tekniko Plat of Consolidation, per Ordinance 2022-03-459. The lots continue to remain the I Industrial district.

Planner Tim Verbeke at the Community Development Department continues to update the zoning map's Geographic Information System (GIS) layers which allows staff to produce zoning and other maps on demand of all properties within the village municipal boundaries.

2023 Official Zoning Map of the Village of Lake Zurich
February 21, 2023

Recommendation: Staff recommends that the Village Board approve the attached ordinance, hereby adopting the attached zoning map as the official zoning map of the Village.

Approval Ordinance contains the following exhibits:

- Exhibit A – 2023 Village of Lake Zurich Zoning Map

ORDINANCE NO. 2023-02-_____



**ORDINANCE APPROVING THE ANNUAL OFFICIAL ZONING MAP
OF THE VILLAGE OF LAKE ZURICH**

WHEREAS, pursuant to 65 ILCS 5/11-13-19 of the Illinois Municipal Code, the President and Board of Trustees of the Village of Lake Zurich are to approve amended versions of the Village's "Official Zoning Map" for the Village of Lake Zurich from time to time as properties are rezoned.

NOW THEREFORE, be it ordained by the President and Board of Trustees of the Village of Lake Zurich, Lake County, Illinois, as follows:

SECTION 1: The above recitals are incorporated by reference into this Section 1 of this Ordinance as material terms and provisions.

SECTION 2: Pursuant to 65 ILCS 5/11-13-19, the Zoning Map dated February 21, 2023, attached hereto as Exhibit A and made a part hereof, is approved and established as the "Official Zoning Map" for the Village of Lake Zurich, and shall serve as the "Official Zoning Map" of the Village of Lake Zurich, as amended, and throughout other sections of the Code.

SECTION 3: All previously adopted Ordinances, approving prior versions of the Official Zoning Map, are hereby repealed and replaced, with the "Official Zoning Map" attached hereto as Exhibit "A" superseding and taking the place of any Official Zoning Maps as the current, binding and controlling zoning map for the Village of Lake Zurich.

SECTION 4: This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

PASSED this _____ day of February 2023, by the following vote:

Ayes:

Nays:

Absent:

Abstain:

Approval this _____ day of February, 2023.

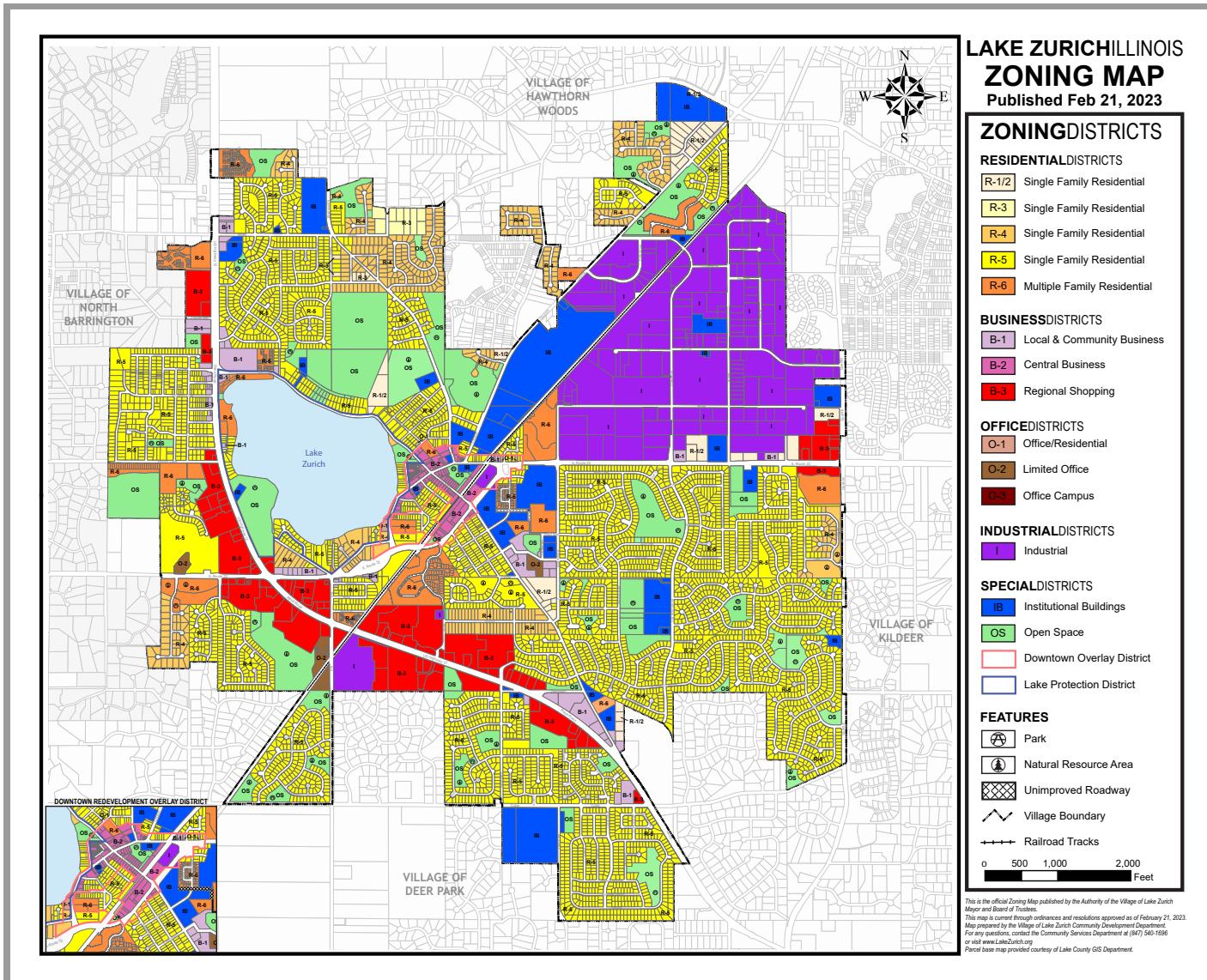
Mayor, Tom Poynton

ATTEST:

Village Clerk
Kathleen Johnson

Exhibit "A"

**Official Zoning Map
Dated February 21, 2023**



Agenda Item: 6E

PARKS AND RECREATION DEPARTMENT

200 South Rand Road
Lake Zurich, Illinois 60047(847) 438-5146
LakeZurich.org*At the Heart of Community*

MEMORANDUM

Date: February 21, 2023
To: Ray Keller, Village Manager
From: Bonnie Caputo, Recreation Director
Subject: **Special Event Road Closures for Alpine Races**

Issue: The annual Alpine Races has been approved by the Village Board and is scheduled to take place on Sunday, August 20, 2023 at Breezewald Park. The proposed resolution authorizes a request to the Lake County Department of Transportation to close a portion of Old McHenry Road from the hours of 6:30am – 1pm on August 20, 2023.

Analysis: The Illinois Highway Code authorizes the Lake County Department of Transportation to issue permits to local authorities to temporarily close portions of State highways for such public purposes or needs as races, parades and local celebrations. During closure, the Village assumes full responsibility for direction, protection and regulation of the traffic and all liabilities for damages due by the closing.

Recommendation: Staff recommends accepting the attached resolution for Alpine Races on Sunday, August 20, 2023.

w/Attachments: Resolution for the Alpine Races

VILLAGE OF LAKE ZURICH
RESOLUTION NO. 2023-02-072



ANNUAL ALPINE RACES - 2023

WHEREAS, the Lake Zurich Alpine Runners of Lake Zurich are sponsoring the annual Alpine Races on Sunday, August 20, 2023 in the Village of Lake Zurich; and

WHEREAS, the race will require the temporary closure of the following highways in the Village of Lake Zurich;

- A. Eastbound and westbound lanes of Old McHenry Road Copperfield Drive to Acorn Lane

WHEREAS, the Lake County Transportation Division issues permits to local authorities to temporarily close portions of County Highways for such public purposes or needs as parades and local celebrations;

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Lake Zurich that permission to close the above routes between the hours of 7:00 a.m. and 12:00 p.m. on Sunday, August 20, 2023 be requested of the Lake County Transportation Division.

BE IT FURTHER RESOLVED that if such permission is granted by the Lake County Transportation Division that all highway traffic during the periods of time specified shall be re-routed over the following routes:

- A. Traffic wishing to travel westbound on Old McHenry Road will travel southbound Echo Lake Road, to Miller Road, to Route 12.
- B. Traffic wishing to travel eastbound on Old McHenry Road will travel north/east on Milton Road, to Fairfield Road.

BE IT FURTHER RESOLVED, that if such permission is granted by the Lake County Transportation Division, without waiving its rights under other statutes, the Village of Lake Zurich assumes full responsibility for the direction, protection and regulation of the traffic affected by the detours during the time the detour is in effect, as well as all liabilities arising from damages proximately caused by the closing of the County Highway, and it is further agreed that efficient all weather detours will be maintained to the satisfaction of the Department and conspicuously marked for the benefits of traffic diverted from the County Highway.

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to the Lake County to serve as a formal request for the permission sought in the resolution.

ADOPTED by the Board of Trustees of the Village of Lake Zurich 21st day of February 2023.

Thomas Poynton, Village President

ATTEST:

Kathleen Johnson, Village Clerk

Course Certification
Measured on 5/15/2022
by Brad Krugler
krugler@yahoo.com

Map not to scale

This course was measured using
the full width of the roads/trails
and the Shortest Possible Route
(SPR) except as noted on map



WATER STOPS

WATER STOP
4



WATER STOP
3

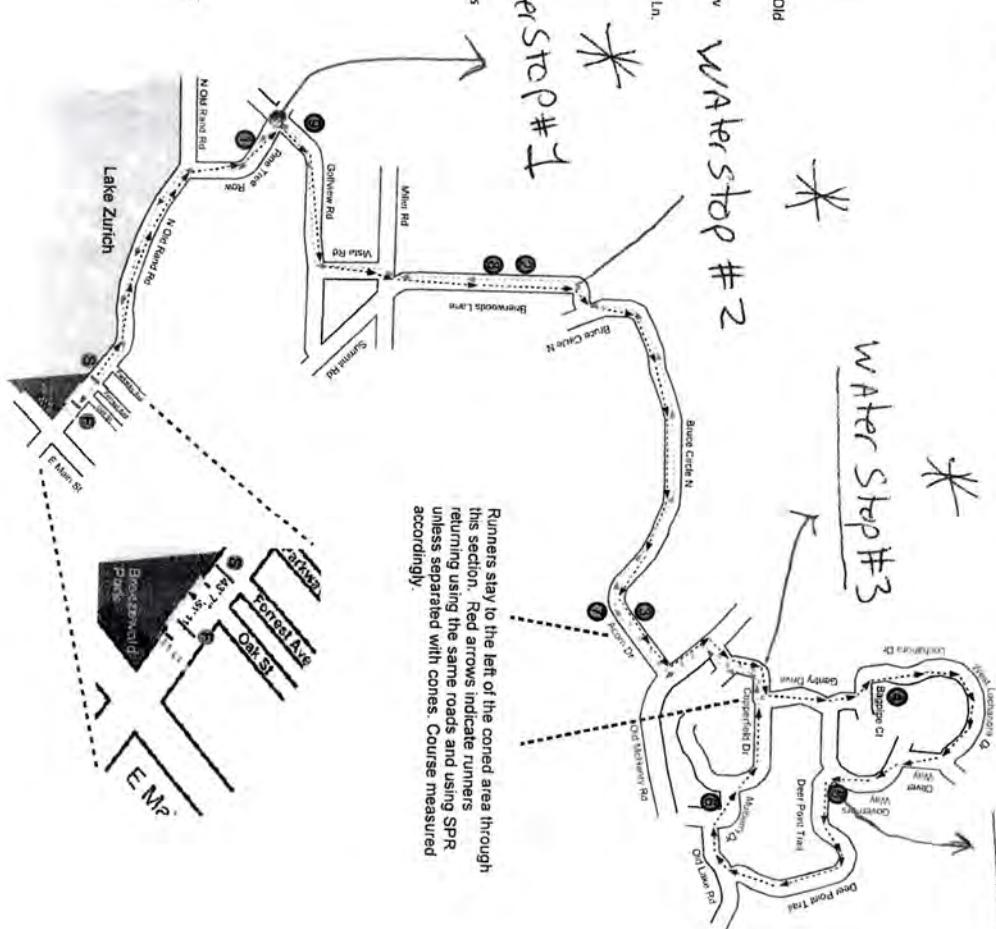
WATER STOP #3



WATER STOP #2



WATER STOP #1



Finish: See inset 51' 11" SE of fire hydrant located
adjacent to Oak St on SW side of Old Rand Rd
42.19808, -88.09469

Mile 9: 19' 3" SE of sewer cover on Pine Tree Row SE of
Summit Terrace
42.20664, -88.10768

Mile 8: 28' 3" N of mailbox at 16 Brierwoods Ln
42.216990, -88.101771

Mile 7: 5' 3" NE of 1' stone pillar, NE of driveway at
address 12 on Acorn Dr
42.21957, -88.08721

Mile 6: 10' 2" S of mailbox at 12 Mulberry Dr
42.22416, -88.07677

Mile 5: 17' 8" S of stop sign at the corner of Governors
Way and Deerpoint Trail
42.23086, -88.08537

Mile 4: 5' S 23199 W Lochanora Dr mailbox
42.23086, -88.08537

Mile 3: 54' 3" NE of mailbox at 9 Acorn Dr
42.22013, -88.08637

Mile 2: 29' 5 of Slow Children sign S of 6 Brierwoods Ln.
42.21744, -88.10177

Mile 1: 36' 2" SE of stop sign on SE corner of Golfview
and PineTree Row 42.207081, -88.108533

Start: See inset 42.19824, -88.09495

20' 2" NW edge of curb adjacent from Oak St.

43' 7" NW of hydrant located adjacent to Oak St on Old

Rand Rd

Agenda Item: 6F

*At the Heart of Community*

PUBLIC WORKS DEPARTMENT
505 Telser Road
Lake Zurich, Illinois 60047

(847) 540-1696
Fax (847) 726-2182
LakeZurich.org

MEMORANDUM

Date: February 20, 2023
To: Ray Keller, Village Manager
From: Michael J. Brown, Director of Public Works
Subject: 2023 Bulk Rock Salt Purchase

Issue: The FY 2023 annual budget includes \$169,200 from the Motor Fuel Tax (MFT) fund for the purchase of bulk road salt.

Background: The Village participates in the Illinois Department of Central Management Services (CMS) joint purchasing program to purchase bulk road salt with several state wide municipalities. Bulk road salt in conjunction with liquid deicers are the most cost effective and environmentally friendly products used to maintain safe passage for motoring public before, during, and after a winter precipitation event. On average, the Village will apply 2000 tons of bulk road salt to Village roadways and parking lots during a typical winter season.

Analysis: In conjunction with the Illinois Department of Transportation, the Village is one of several municipalities and other maintenance entities participating in a joint purchasing contract administered by CMS. The participation in this bid process allows the Village to receive more favorable unit pricing due to the volume of product contracted. On October 28, 2022, a contract was approved by CMS with Compass Minerals America Inc. for the purchase of bulk road salt at \$80.57 per ton with the term of the contract to expire on September 30, 2023.

Recommendation: Authorize the purchase of bulk rock salt from Compass Minerals America Inc. in the amount not to exceed \$169,200.00

W/Attachments:

1. 2022-2023 Joint Purchasing Requisition/Contract

**STATE OF ILLINOIS
CONTRACT**

Central Management Services
JPMC Rock Salt Bulk, FY23
22-416CMS-BOSS4-P-43046

The Parties to this contract are the State of Illinois acting through the undersigned Agency (collectively the State) and the Vendor. This contract, consisting of the signature page and numbered sections listed below and any attachments referenced in this contract, constitute the entire contract between the Parties concerning the subject matter of the contract, and in signing the contract, the Vendor affirms that the Certifications and Financial Disclosures and Conflicts of Interest attached hereto are true and accurate as of the date of the Vendor's execution of the contract. This contract supersedes all prior proposals, contracts and understandings between the Parties concerning the subject matter of the contract. This contract can be signed in multiple counterparts upon agreement of the Parties.

Contract includes BidBuy Purchase Order? (The Agency answers this question prior to contract filing.)

Yes
 No

Contract uses Illinois Procurement Gateway Certifications and Disclosures?

Yes (IPG Certifications and Disclosures including FORMS B)
 No

1. **DESCRIPTION OF SUPPLIES AND SERVICES**
2. **PRICING**
3. **TERM AND TERMINATION**
4. **STANDARD BUSINESS TERMS AND CONDITIONS**
5. **STATE SUPPLEMENTAL PROVISIONS**
6. **STANDARD CERTIFICATIONS**
7. **FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST**
8. **CONTRACT SPECIFIC CERTIFICATIONS AND DISCLOSURES – "FORMS B" (IF APPLICABLE)**
9. **PURCHASE ORDER FROM BIDBUY (IF APPLICABLE)**

In consideration of the mutual covenants and agreements contained in this contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms and conditions set forth herein and have caused this contract to be executed by their duly authorized representatives on the dates shown on the following CONTRACT SIGNATURES page

1

State of Illinois IFB
 Contract: Title Page
 V.20.1

**STATE OF ILLINOIS
CONTRACT**

Central Management Services
JPMC Rock Salt Bulk, FY23
22-416CMS-BOSS4-P-43046

VENDOR

| | |
|--|--|
| Vendor Name: Compass Minerals America Inc. | Address (City/State/Zip): 9900 W. 109 th St., Overland Park, KS 66210 |
| Signature: | Phone: 800-323-1641 |
| Printed Name: Jamie Standen | Fax: 913-338-7945 |
| Title: Chief Commercial Officer | Email: highwaygroup@compassminerals.com |
| Date: July 18, 2022 | Orders: highwayorders@compassminerals.com |

STATE OF ILLINOIS

| | |
|--|---------------------|
| Procuring Agency: Central Management Services | Phone: 866-455-2897 |
| Street Address: 1000 E Converse St | |
| City, State ZIP: Springfield, IL 62702 | |
| Official Signature: | Date: 10/28/22 |
| Printed Name: Anthony Pascente by Krysti Rinaldi | |
| Official's Title: Acting Director by Assistant Deputy Director | |

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AGENCY USE ONLY**NOT PART OF CONTRACTUAL PROVISIONS**

- Agency Reference #: 22-416CMS-BOSS4-R-128177
- Project Title: JPMC Rock Salt bulk, FY23
- Contract #: 22-416CMS-BOSS4-P-43046
- Procurement Method (IFB, RFP, Small Purchase, etc.): IFB
- BidBuy Reference #: 22-416CMS-BOSS4-B-29847
- BidBuy Publication Date: 06/14/2022
- Award Code: A
- Subcontractor Utilization? Yes No Subcontractor Disclosure? Yes No
- Funding Source:
- Obligation #:
- Small Business Set-Aside? Yes No Percentage:
- Minority Owned Business? Yes No Percentage:
- Women Owned Business? Yes No Percentage:
- Persons with Disabilities Owned Business? Yes No Percentage:
- Veteran Owned Small Business? Yes No Percentage:
- Other Preferences?

1. DESCRIPTION OF SUPPLIES AND SERVICES

1.1. **GOAL:** It is the intent of the State of Illinois to establish a Joint Purchase Master Contract for bulk rock salt to be purchased on an as-needed basis during the contract period in the identified districts.

This Joint Purchase Master Contract (JPMC) may be utilized by all Governmental Units as defined in Section 5 of this Contract.

Note: Participation in this contract is based upon an annual survey that defines the BidBuy line items and additional participation in the resultant contract is not allowed.

1.2. SUPPLIES AND/OR SERVICES REQUIRED:

1.2.1. The Vendor will provide rock salt based on quantity ordered and within the timeframe listed herein.

1.2.2. Rock Salt Specification Requirements:

1.2.2.1. Rock Salt shall comply with the requirements of The American Association of State Highway and Transportation Officials (AASHTO) SPECIFICATION M143, SODIUM CHLORIDE TYPE 1, GRADE 1.

1.2.2.2 Rock Salt shall be free flowing fresh stock, reclaimed or re-crushed rock salt will not be accepted and shall be rejected by delivery site.

1.2.3. **Quantity Commitments:** All participants who complete the annual survey will have the option to choose between a minimum of 80% or 100% purchase commitment and will be allowed a maximum of 120% purchase commitment as defined below. All minimum purchase commitments will be defined in the line item description within BidBuy.

1.2.3.1 **Minimum 80% Commitment:** Some participants identified from the annual survey have chosen a minimum purchase commitment of 80%. That means that if the participant estimates a quantity of 100 ton, the participant is only obligated to order 80 ton. That is 80% of the estimated quantity. The participant shall have no further liability to the Vendor for further remaining quantities.

1.2.3.2 **Minimum 100% Commitment:** Some participants identified from the annual survey have chosen a minimum purchase commitment of 100%. That means that if the participant estimates a quantity of 100 ton, the participant is obligated to order 100 ton. That is 100% of the estimated quantity.

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1.2.2.3 **Maximum 120% Commitment:** The Vendor shall agree to provide up to 120% of the bid quantity estimated tonnage at the same contract price. That means that all participants who estimate a quantity of 100 ton can order up to 120 ton at the same contract price.

1.2.2.4 **Quantities Exceeding 120% Maximum:** In some instances, a participant may require quantities that would exceed the maximum commitment of the Vendor; in such instances, any delivery shall be made upon the mutual agreement of all parties.

1.2.2.5 **Purchase Percentages for IDOT:** The Illinois Department of Transportation (IDOT) has provided estimated quantities for individual locations. Quantities purchased from each Vendor shall be computed on a District by District basis (not by location). For example, if a Vendor has 2 locations in a District with estimated quantities of 100 and 200 tons with a minimum 80% commitment. Then the 80% commitment will be met once the $300(0.8) = 240$ tons has been purchased between the two locations. This may include all 240 tons purchased from one location.

1.2.4. **Weights and Measures Requirements and Adjustments:**

1.2.4.1 **Weights and Measures:** All measurements for weight shall be from scales meeting the requirements of The Weights and Measures Act of the State of Illinois (225 ILCS 470). The Vendor shall provide accurate weights of materials delivered to governmental units. These weights shall be documented on delivery tickets which shall identify the source of the material, type of material, the date and time the material was loaded, the release number, the net weight, the tare weight, and the identification of the transporting vehicle.

The State reserves the right to conduct random, independent vehicle weight checks for salt deliveries. This will require that trucks occasionally be directed to a scale near the delivery point.

Should the vehicle weight check result in the net weight of material on the vehicle to exceed the net weight of material shown on the delivery ticket by 600 pounds or more, the State will document the independent vehicle weight check and immediately furnish a copy of the results to the Vendor. No adjustment in pay quantity will be made.

Should the vehicle weight check result in the net weight of material shown on the delivery ticket to exceed the net weight of material on

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the vehicle by the tolerance of 600 pounds or more, the State will document the independent vehicle weight check (IWC1), immediately furnish a copy of the results to the Vendor, and immediately perform a second independent weight check (IWC2). If the second independent weight check is within the 600-pound tolerance, then a third independent weight check (IWC3) will be performed. If the third independent weight check is within tolerance, no pay adjustments will be made, and random independent weight checks will resume. If the second or third independent weight check confirms the net weight of the material shown on the delivery ticket exceeds the net weight of material on the vehicle by 600 pounds or more, the State will adjust the net weight shown on the delivery ticket for IWC1 to the checked delivered net weight as determined by the independent vehicle weight checks.

1.2.4.2 **Method of Measurement:** The State will also adjust the method of measurement for IWC2, IWC3 (when applicable) and subsequent truck loads using the same scale based on the out-of-tolerance independent weight checks. The net weight of rock salt delivered to the State from this source, will be adjusted by applying a correction factor "A" as determined by the following formula:

$$A = 1.0 - (B - C) / B; \text{ Where } A < 1.0 \text{ and } B - C > 600$$

Where:
 A = Adjustment factor
 B = Net weight shown on the delivery ticket from IWC1
 C = Net weight on the vehicle determined from independent weight check from IWC1

The adjustment factor will be applied as follows:

$$\text{Adjusted Net Weight} = A \times \text{Delivery Ticket Net Weight}$$

The adjustment factor will be imposed until the cause of the deficient weight is identified and corrected by the Vendor to the satisfaction of the State. If the cause of the deficient weight is not identified and corrected within seven calendar days, the State reserves the right to immediately, and without notice to Vendor, take action to remedy Vendor failure. This action may include the termination of the order and purchase of salt from other sources, or other action to ensure ice control availability for public safety purposes. Note that any or all additional costs may be collected from the original Vendor, in addition to the applied weight adjustments.

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At the Vendor's option, the vehicle may be weighed on a second independent Department of Agriculture certified scale to verify accuracy of the scale used for the independent weight check. The freight for this additional weigh will be charged to the party that is proven to be negligent.

1.2.4.3 Deductions: The State reserves the right to assess, and apply if applicable, invoice deductions for the following:

Moisture Content: Deductions by percentage for moisture content based on total weight shall be determined by the following ranges:

| Moisture Content (%) | Deduction in Price (Per Truckload) |
|----------------------|------------------------------------|
| 0.00 TO 2.00 | NO DEDUCTION |
| 2.01 TO 2.50 | 10% DEDUCTION |
| 2.51 TO 3.00 | 15% DEDUCTION |
| 3.01 TO 3.50 | 20% DEDUCTION |
| 3.51 TO 4.00 | 25% DEDUCTION |
| GREATER THAN 4.01 | REJECTION OF LOAD |

Sodium Chloride (NACL) Content: The State reserves the right to accept delivery of rock salt which, according to the analysis by The Illinois Department of Transportation, has a Sodium Chloride (NACL) content of less than 95.0 percent, but not less than 90.0 percent. When such reservation is applied, final payment will be made on the following basis:

- 1) When NACL content is between 94.0 and 94.9 percent, the price to be paid shall be the contract price less \$5.00 per ton.
- 2) When NACL content is between 90.0 and 93.9 percent, the price paid shall be contract price less \$10.00 per ton.
- 3) When the NACL content is less than 90.0 percent, the load will be rejected.

1.2.5. Ordering

1.2.5.1 Order Placement: Orders may be placed with the Vendor (Monday-Friday) via telephone, with a written electronic communication (e-mail) or fax confirmation to follow. All State agency orders will contain a purchase order generated from BidBuy in addition to an electronic communication (e-mail). Vendors shall arrange for immediate

shipment upon receipt of order from an authorized participating agency representative.

All other governmental units will use their own purchase order system.

- 1.2.5.2 Order Quantities: Orders shall be scheduled in amounts that make up full (22-25 ton) truckloads, orders for less than truckload will not be accepted.
- 1.2.5.3 Initial Orders: The Illinois Department of Transportation requires Vendors to ship initial fill-up orders prior to October 31st of the current year. If this date has passed prior to execution, we ask that the Vendor(s) start shipping as soon as contract has been executed. Please see the attached file within BidBuy titled "Initial Orders". Vendor(s) shall notify each destination entity when initial shipments are to begin.
- 1.2.5.4 Seasonal Orders: Non-State agencies reserve the right to purchase up to 50% of the estimated order requirements prior to November 30th of the current year. Vendor shall notify each delivery point of when shipment is to begin.
- 1.2.5.5 Order Timeline: For an order placed prior to 9:00 a.m. on a given day, that day would be considered as the first calendar day of the seven (7) day delivery period. For an order placed after 9:00 a.m. on a given day, the day following would be considered as the first calendar day of the seven (7) day delivery period, or as amended by order guidelines in Section 1.2.5.6.
- 1.2.5.6 Order Guidelines: An agency may order up to 20% of their 100% contracted tonnage in any given week and Vendor shall deliver within 7 working days after receipt of order. Quantities ordered above the 20 percent threshold shall have an extended delivery time of one-working-day for each one percentage-point above the 20% guideline. For example, if an agency orders 25% of their awarded total 100 tons, delivery of the first 20 tons (20%) shall be within 7 working days after receipt of order and the remaining 5 tons shall be delivered within 12 working days after receipt of the order.
- 1.2.5.7 Peak Season Orders: After hours and weekend delivery arrangements are encouraged during severe seasonal weather events to provide Vendor additional ability to maintain a prompt order delivery schedule. Orders placed during peak season should be in accordance with projected requirements and not in excess of the order guidelines,

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thereby hindering a Vendor's ability to maintain a prompt order delivery schedule.

1.2.5.8 Post Season Orders: All orders for Rock Salt shall be placed by the end of July for the previous season's estimated usage. If the location does not have adequate capacity to hold the rock salt, the Vendor may elect to add a storage charge per ton/day.

1.2.6. The District are defined as follows:

District 1: Counties of Cook, DuPage, Kane, Lake, McHenry, and Will.

District 2: Counties of Boone, Carroll, Henry, JoDaviess, Lee, Ogle, Rock Island, Stephenson, Whiteside, and Winnebago.

District 3: Counties of Bureau, DeKalb, Ford, Grundy, Iroquois, Kankakee, Kendall, LaSalle, and Livingston.

District 4: Counties of Fulton, Henderson, Knox, Marshall, McDonough, Mercer, Peoria, Putnam, Stark, Tazewell, Warren, and Woodford.

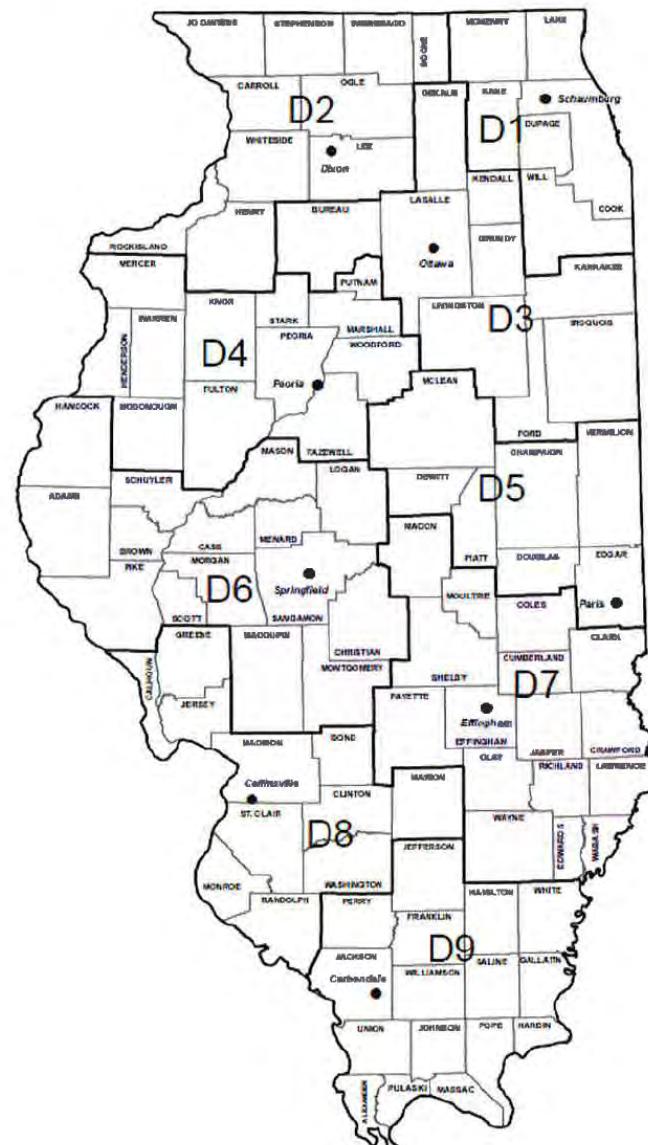
District 5: Counties of Champaign, DeWitt, Douglas, Edgar, McLean, Piatt, and Vermilion.

District 6: Counties of Adams, Brown, Cass, Christian, Hancock, Logan, Macoupin, Mason, Menard, Montgomery, Morgan, Pike, Sangamon, Schuyler, and Scott.

District 7: Counties of Clark, Clay, Coles, Crawford, Cumberland, Edwards, Effingham, Fayette, Jasper, Lawrence, Macon, Moultrie, Richland, Shelby, Wabash and Wayne.

District 8: Counties of Bond, Calhoun, Clinton, Greene, Jersey, Madison, Marion, Monroe, Randolph, St. Clair and Washington.

District 9: Counties of Alexander, Franklin, Gallatin, Hamilton, Hardin, Jackson, Jefferson, Johnson, Massac, Perry, Pope, Pulaski, Saline, Union, White and Williamson.

1.2.7. Map

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For procurements conducted in BidBuy, the State may include in this contract the BidBuy Purchase Order as it contains the agreed Supplies and/or Services.

1.3. MILESTONES AND DELIVERABLES:

1.3.1. The Vendor shall report to the Department of Central Management Services Bureau of Strategic Sourcing (BOSS) an annual Contract Usage Report which includes all Governmental Units and Not-for-Profit Agencies. This report shall be in a tab-delimited text file or an Excel spreadsheet that references the BidBuy Purchase Order (PO) number, time period being reported, and must include the following:

PO Line Number, Description, Quantity, Ordering Entity.

The report will be sent to the following email address:
CMS.BOSS.Sourcing@illinois.gov.

A sample of the report's format is as follows:

| Line Item # | Description | Quantity | Ordering Entity |
|-------------|-------------|----------|-----------------|
| 1 | XXXXXXXXXX | XXX | XXXXXXX |
| 2 | XXXXXXXXXX | XXX | XXXXXXX |

1.3.2. Stockpile and Order Status Reports: Vendor shall provide stockpile and order status reports upon request and as requested by the CMS Bureau of Strategic Sourcing for use in its contract administration effort. Failure to comply in a timely manner may be considered a breach of contract.

1.3.3. Delivery Invoices: Vendor invoices shall show the date orders were placed with the Vendor and the dates and amounts of salt delivered.

1.4. VENDOR / STAFF SPECIFICATIONS:

1.4.1. Vendor Meetings:

1.4.1.1 The Vendor shall participate in a pre-season meeting with IDOT Central Bureau of Operations. This meeting will be scheduled after the execution of the contract(s).

1.4.1.2 The Vendor shall participate in weekly calls with IDOT Central Bureau of Operations throughout the winter season.

1.4.1.3 The Vendor shall participate in a post-season meeting with IDOT Central Bureau of Operations that will be scheduled between April to June.

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1.4.2. Stockpile and Delivery Performance:

- 1.4.2.1 Delivery Performance: Freezing of waterways and the impact on delivery must be reasonably anticipated by the Vendor and is not a cause to claim Force Majeure.
- 1.4.2.2 STOCKPILE AVAILABILITY: Successful Vendors shall have stockpiles of Rock Salt in Illinois or near its boundaries in quantities that are sufficient to satisfy the State of Illinois contractual requirements and stockpile staging requirements shall be as follows:
 - a. 100% at upper MISSISSIPPI RIVER STOCKPILE locations, DISTRICT-1, DISTRICT-2, DISTRICT-3, and DISTRICT-4 by December 1st.
 - b. 50% at all other Downstate Stockpile locations by December 1st and 100% by January 1st.

Such stockpiles must be near enough to delivery points to allow for timely delivery as required by the State of Illinois contractual requirements.

Vendors may also be required to furnish a list of rock salt commitments against these stockpiles as a result of other contractual agreements.

- 1.4.2.3 STOCKPILE INSPECTIONS: The State reserves the right to inspect and/or test the rock salt provided at the Vendor's stockpile points or at the salt storage facility destination, whichever is most convenient to the State.
- 1.4.2.4 VENDOR NOTIFICATION – Illinois Waterway Consolidated Lock Closures: Various lock closures will be occurring on the Illinois waterway over the next few years. Vendors should prepare accordingly and thereby such is not a cause to claim Force Majeure. Information on the lock closures including scheduling can be found at:

<https://www.mvr.usace.army.mil/Missions/Navigation/Navigation-Status/>

- 1.4.3. Safety Data Sheets: The Vendor is required to furnish a Safety Data Sheet (SDS) for each toxic substance shipped. Submission of Safety Data Sheets is required by the Illinois Toxic Substances Disclosure to Employees Act. 820 ILCS 255/1 ET SEQ, or subsequent amendment.

- 1.4.4. Vendor must be registered in BidBuy before entering into the resulting Contract with the State of Illinois.

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1.5. TRANSPORTATION AND DELIVERY:

- 1.5.1. Delivery Time: Delivery will be made F.O.B. Destination with all transportation and handling paid by the Vendor to any participating Governmental Unit. Deliveries are to be made within seven (7) working days, or as extended by order guidelines in Section 1.2.5.6. For all orders placed by contract participants on or after December 1 and prior to May 1st of any year, order delivery performance shall be subject to application of Liquidated Damages as stated in Section 1.5.10 below.
- 1.5.2. Delivery Schedule: Salt order deliveries will be accepted only during regular workdays (Monday thru Friday) and work hours (7:30 a.m. - 3:30 p.m.) excluding state holidays, except where special arrangements are made in advance with an appropriate representative at the delivery site.
- 1.5.3. Delivery Locations: All delivery locations are listed within each line item in BidBuy. Specific delivery notes for other governmental units will be given at the time of order.
- 1.5.4. Payment of Tolls: The Vendor shall be required to pay the full amount of tolls, if any, incurred during the duration of the contract. Said tolls will not be refunded by the ordering agency.
- 1.5.5. Delivery Tickets: Each delivery ticket shall be a direct entry (no manual entries) certified scale ticket indicating gross, tare, and net weight of each truckload of rock salt. Unless otherwise directed, delivery ticket must also be signed by an authorized agency representative at the delivery location point to verify that agency has accepted the material. The Vendor shall include the release order number and the date of delivery on each delivery ticket. The Vendor shall ensure all weights and measures shown on all tickets are correct.
- 1.5.6. Delivery Requirements: All truck loads shall be covered with approved weatherproof material. Vendor shall ensure the delivery person inspects the inside of the trailer and all salt is removed from the trailer before leaving a delivery point. Pre-loading trucks prior to the date of delivery is not allowed and may be rejected at the delivery site. In the event any agency discovers preloaded rock salt already dumped at its location, the salt may be reloaded onto the cartage hauler's truck by the agency and returned for credit and the Vendor shall immediately ship a conforming load of replacement Rock Salt, or at agencies' option to issue a refund consistent with the dollar amount of the original order.

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1.5.7. Delivery Method: All deliveries will be on the basis of the "End-Dumping" method. Vendors shall be governed by the specific delivery instructions, as to unloading point, issued by an applicable agency when they place their order for a particular location.

1.5.8. Weights and Measures: Governmental units reserve the right to require that trucks may occasionally be directed to a scale in the vicinity of the delivery point as a check on delivered truckloads. The governmental units reserve the right to take action to remedy Vendor's failure to provide accurate weights and measures.

1.5.9. Foreign Materials: All truck loads shall be free of any foreign material such as mud, rocks, grader teeth, wood, tarpaulins, etc. or the load may be rejected. In the event any agency discovers foreign material in truckloads of rock salt already dumped at its location, the salt and foreign matter may be reloaded onto the cartage hauler's truck by the agency and returned for credit and the Vendor shall immediately ship a conforming load of replacement Rock Salt, or at agencies' option to issue a refund consistent with the dollar amount of original order.

1.5.10. Damages: Governmental units reserve the right to take action against Vendor delivery failure as follows:

Liquidated Damages: From December 1 through May 1 of the current season, if the Vendor is unable to make delivery within the authorized delivery time, the governmental units shall assess and have the right to retain as Liquidated Damages, and not as a penalty, 5 percent per working day on the undelivered portion of the order, but not to exceed 50 percent of the total order. Governmental units and Vendor agree that at the time of contracting, the amount of actual damages is uncertain. Governmental units and Vendor further agree that the amount of Liquidated Damages in this Section is reasonable and bears relation to the damages which may be sustained in the event of a breach.

Delivery Failure Damages: If after seven (7) days' assessment of Liquidated Damage claims, a Vendor has still failed to deliver as required, governmental units reserve the right to immediately, and without notice to Vendor, take action to remedy Vendor failure. This may include the termination of the order and purchase of salt from other sources, or other action to ensure ice control availability for public safety purposes. Note that any or all additional costs may be collected from the original Vendor, in addition to the applied Liquidated Damages.

For procurements conducted in BidBuy, the State may include in this contract the BidBuy Purchase Order as it contains the agreed Supplies and/or Services.

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1.6. SUBCONTRACTING

Subcontractors are allowed.

1.6.1. Will subcontractors be utilized? Yes No

A subcontractor is a person or entity that enters into a contractual agreement with a total value of \$50,000 or more with a person or entity who has a contract subject to the Illinois Procurement Code pursuant to which the person or entity provides some or all of the goods, services, real property, remuneration, or other monetary forms of consideration that are the subject of the primary State contract, including subleases from a lessee of a State contract.

All contracts with subcontractors must include Standard Certifications completed and signed by the subcontractor.

1.6.2. Please identify below subcontracts with an annual value of \$50,000 or more that will be utilized in the performance of the contract, the names and addresses of the subcontractors, and a description of the work to be performed by each.

- Subcontractor Name: Please see attached list.

Amount to Be Paid: [Click here to enter text](#)

Address: [Click here to enter text](#)

Description of Work: [Click here to enter text](#)

- Subcontractor Name: [Click here to enter text](#)

Amount to Be Paid: [Click here to enter text](#)

Address: [Click here to enter text](#)

Description of Work: [Click here to enter text](#)

If additional space is necessary to provide subcontractor information, please attach an additional page.

1.6.3. All contracts with the subcontractors identified above must include the Standard Certifications completed and signed by the subcontractor.

1.6.4. If the annual value of any of the subcontracts is more than \$50,000, then the Vendor must provide to the State the Financial Disclosures and Conflicts of Interest for that subcontractor.

1.6.5. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor is required to promptly notify, in writing, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to this Contract. Any subcontracts entered into prior to award of this Contract are done at the sole risk of the Vendor and subcontractor(s).

1.7. SUCCESSOR VENDOR

Yes No This contract is for services subject to 30 ILCS 500/25-80. Heating and air conditioning service contracts, plumbing service contracts, and electrical service contracts are not subject to this requirement. Non-service contracts, construction contracts, qualification-based selection contracts, and professional and artistic services contracts are not subject to this requirement.

1.8. WHERE SERVICES ARE TO BE PERFORMED: Unless otherwise disclosed in this section all services shall be performed in the United States. If the Vendor performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by the State as a breach of the contract by Vendor.

Vendor shall disclose the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location. If the Vendor received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if the Vendor shifts any such work outside the United States.

- Location where services will be performed: Please see attached list.

Value of services performed at this location: Please see attached list.

- Location where services will be performed: Click here to enter text

Value of services performed at this location: Click here to enter text

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2. PRICING

2.1 FORMAT OF PRICING:

- 2.1.1 Vendor shall submit pricing in the format shown below, based on the terms and conditions set forth in section 1 of this Contract.
- 2.1.2 Pricing shall be submitted by entering the cost per unit of measure on each line item in BidBuy. Prices must include all costs shipped F.O.B. Destination and may not include any additional costs due to taxes (federal or otherwise) unless accompanied by proof the State is subject to the tax.
- 2.2 **TYPE OF PRICING:** The Illinois Office of the Comptroller requires the State to indicate whether the contract price is firm or estimated at the time it is submitted for obligation. The total price of this contract is estimated.
- 2.3 **EXPENSES ALLOWED:** Expenses are not allowed.
- 2.4 **DISCOUNT:** The State may receive a 0 % discount for payment within 0 days of receipt of correct invoice. This discount will not be a factor in making the award.
- 2.5 **VENDOR'S PRICING:** For procurements conducted in BidBuy, the State may include in this Contract the BidBuy Purchase Order as it contains the agreed pricing.
- 2.6 **MAXIMUM AMOUNT:** This Joint Purchase Master Contract is an indefinite quantity contract.

3. TERM AND TERMINATION

3.1 TERM OF THIS CONTRACT: This contract has an initial term commencing upon the last dated signature of the Parties to September 30, 2023.

For procurements conducted in BidBuy, the State may include in this contract the BidBuy Purchase Order as it contains the agreed term.

3.1.1 In no event will the total term of the contract, including the initial term, any renewal terms and any extensions, exceed ten (10) years. 30 ILCS 500/20-60

3.1.2 Vendor shall not commence billable work in furtherance of the contract prior to final execution of the contract except when permitted pursuant to 30 ILCS 500/20-80.

3.2 RENEWAL: N/A

3.3 TERMINATION FOR CAUSE: The State may terminate this contract, in whole or in part, immediately upon notice to the Vendor if: (a) the State determines that the actions or inactions of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) the Vendor has notified the State that it is unable or unwilling to perform the contract.

If Vendor fails to perform to the State's satisfaction any material requirement of this contract, is in violation of a material provision of this contract, or the State determines that the Vendor lacks the financial resources to perform the contract, the State shall provide written notice to the Vendor to cure the problem identified within the period of time specified in the State's written notice. If not cured by that date the State may either: (a) immediately terminate the contract without additional written notice or (b) enforce the terms and conditions of the contract.

For termination due to any of the causes contained in this Section, the State retains its rights to seek any available legal or equitable remedies and damages.

3.4 TERMINATION FOR CONVENIENCE: The State may, for its convenience and with thirty (30) days prior written notice to Vendor, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation to the Vendor.

Upon submission of invoices and proof of claim, the Vendor shall be entitled to compensation for supplies and services provided in compliance with this contract up to and including the date of termination.

3.5 AVAILABILITY OF APPROPRIATION: This contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this contract,

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in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the Governor decreases the Agency's funding by reserving some or all of the Agency's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly, or (3) the Agency determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease.

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4. STANDARD BUSINESS TERMS AND CONDITIONS

4.1 PAYMENT TERMS AND CONDITIONS:

- 4.1.1 Late Payment: Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 Ill. Adm. Code 900. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained in Vendor's invoices shall have no force or effect.
- 4.1.2 Minority Contractor Initiative: Any Vendor awarded a contract of \$1,000 or more under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.
- 4.1.3 Expenses: The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of the contract is prior to execution.
- 4.1.4 Prevailing Wage: As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Illinois Department of Labor (DOL) and are available on DOL's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting DOL at 217-782-6206 or (<http://www.state.il.us/agency/idol/index.htm>) to ensure understanding of prevailing wage requirements.
- 4.1.5 Federal Funding: This contract may be partially or totally funded with Federal funds. If Federal funds are expected to be used, then the percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided to the awarded Vendor in the notice of intent to award.
- 4.1.6 Invoicing: By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of this contract, and the amount billed and expenses incurred are as allowed in this contract. Invoices for supplies purchased, services performed, and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.
 - 4.1.6.1 Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Vendor may request the

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applicable Agency's Illinois tax exemption number and Federal tax exemption information.

4.1.6.2 Vendor shall invoice at this completion of the contract unless invoicing is tied in this contract to milestones, deliverables, or other invoicing requirements agreed to in the contract.

Send invoices to:

| | |
|-----------------|--------------------------|
| Agency: | Requesting Agency/Entity |
| Attn: | Requesting Agency/Entity |
| Address: | Requesting Agency/Entity |
| City, State Zip | Requesting Agency/Entity |

For procurements conducted in BidBuy, the Agency may include in this contract the BidBuy Purchase Order as it contains the Bill To address.

4.2 **ASSIGNMENT:** This contract may not be assigned or transferred in whole or in part by Vendor without the prior written consent of the State.

4.3 **SUBCONTRACTING:** For purposes of this section, subcontractors are those specifically hired to perform all, or part of the work covered by this contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. If required, Vendor shall provide a copy of any subcontracts within fifteen (15) days after execution of this contract. All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Certification form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, then Vendor must promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract. 30 ILCS 500/20-120.

4.4 **AUDIT/RETENTION OF RECORDS:** Vendor and its subcontractors shall maintain books and records relating to the performance of this contract and any subcontract necessary to support amounts charged to the State pursuant this contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three (3) years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three (3) years from the later of final payment under the term or

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completion of the subcontract. If Federal funds are used to pay contract costs, the Vendor and its subcontractors must retain their respective records for five (5) years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this contract or any subcontract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's or subcontractor's books and records. 30 ILCS 500/20-65.

- 4.5 TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning this contract is being resolved unless otherwise directed by the State.
- 4.6 NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.
- 4.7 FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel this contract without penalty if performance does not resume within thirty (30) days of the declaration.
- 4.8 CONFIDENTIAL INFORMATION:** Each Party to this contract, including its agents and subcontractors, may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of this contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of this contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of this contract, in whatever form it is maintained, promptly at the end of this contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received

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in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or that is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

4.9 USE AND OWNERSHIP: All work performed or supplies created by Vendor under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work for hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to the confidentiality provisions of this contract.

4.10 INDEMNIFICATION AND LIABILITY: The Vendor shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any real or personal property, or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents; or (d) any actual or alleged claim that the services or goods provided under this contract infringe, misappropriate, or otherwise violate any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party. In accordance with Article VIII, Section 1(a),(b) of the Constitution of the State of Illinois, the State may not indemnify private parties absent express statutory authority permitting the indemnification. Neither Party shall be liable for incidental, special, consequential, or punitive damages.

4.11 INSURANCE: Vendor shall, at all times during the term of this contract and any renewals or extensions, maintain and provide a Certificate of Insurance naming the State as an additionally insured for all required bonds and insurance. Certificates may not be modified or canceled until at least thirty (30) days' notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability insurance in the amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto (Combined Single Limit Bodily Injury and Property Damage), in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in the amount

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required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.

- 4.12 INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or employee of, or joint venturer with the State. All payments by the State shall be made on that basis.
- 4.13 SOLICITATION AND EMPLOYMENT:** Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.
- 4.14 COMPLIANCE WITH THE LAW:** The Vendor, its employees, agents, and subcontractors shall comply with all applicable Federal, State, and local laws, rules, ordinances, regulations, orders, Federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.
- 4.15 BACKGROUND CHECK:** Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractor's officers, employees or agents. Vendor or subcontractor shall immediately reassign any individual who, in the opinion of the State, does not pass the background check.
- 4.16 APPLICABLE LAW:**
 - 4.16.1 PREVAILING LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois.
 - 4.16.2 EQUAL OPPORTUNITY:** The Department of Human Rights' Equal Opportunity requirements are incorporated by reference. 44 Ill. Adm. Code 750.
 - 4.16.3 COURT OF CLAIMS; ARBITRATION; SOVEREIGN IMMUNITY:** Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any dispute arising out of this contract. The State of Illinois does not waive sovereign immunity by entering into this contract.
 - 4.16.4 OFFICIAL TEXT:** The official text of the statutes cited herein is incorporated by reference. An unofficial version can be viewed at (www.ilga.gov/legislation/ilcs/ilcs.asp).
- 4.17 ANTI-TRUST ASSIGNMENT:** If Vendor does not pursue any claim or cause of action it has arising under Federal or State antitrust laws relating to the subject matter of this contract,

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then upon request of the Illinois Attorney General, Vendor shall assign to the State all of Vendor's rights, title and interest to the claim or cause of action.

- 4.18 CONTRACTUAL AUTHORITY:** The Agency that signs this contract on behalf of the State of Illinois shall be the only State entity responsible for performance and payment under this contract. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs in addition to an Agency, he/she does so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency that places an order or orders with the Vendor shall have any liability to the Vendor for that order or orders.
- 4.19 EXPATRIATED ENTITIES:** Except in limited circumstances, no business or member of a unitary business group, as defined in the Illinois Income Tax Act, shall submit a bid for or enter into a contract with a State agency if that business or any member of the unitary business group is an expatriated entity.
- 4.20 NOTICES:** Notices and other communications provided for herein shall be given in writing via electronic mail whenever possible. If transmission via electronic mail is not possible, then notices and other communications shall be given in writing via registered or certified mail with return receipt requested, via receipted hand delivery, via courier (UPS, Federal Express or other similar and reliable carrier), or via facsimile showing the date and time of successful receipt. Notices shall be sent to the individuals who signed this contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change its contact information.
- 4.21 MODIFICATIONS AND SURVIVAL:** Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.
- 4.22 PERFORMANCE RECORD / SUSPENSION:** Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of this contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue this contract, suspend Vendor from doing future business with the State for a specified period of time, or whether Vendor can be considered responsible on specific future contract opportunities.

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4.23 FREEDOM OF INFORMATION ACT: This contract and all related public records maintained by, provided to, or required to be provided to the State are subject to the Illinois Freedom of Information Act (FOIA) notwithstanding any provision to the contrary that may be found in this contract. 5 ILCS 140.

4.24 SCHEDULE OF WORK: Any work performed on State premises shall be performed during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.

4.25 WARRANTIES FOR SUPPLIES AND SERVICES:

4.25.1. Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties.

4.25.2. Vendor shall ensure that all manufacturers' warranties are transferred to the State and shall provide to the State copies of such warranties. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State's payment, acceptance, inspection or failure to inspect the supplies.

4.25.3. Vendor warrants that all services will be performed to meet the requirements of this contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall immediately reassign any individual who does not perform in accordance with this contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.

4.26 REPORTING, STATUS AND MONITORING SPECIFICATIONS: Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform this contract.

4.27 EMPLOYMENT TAX CREDIT: Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 35 ILCS 5/216, 5/217. Please contact the Illinois Department of Revenue (telephone #: 217-524-4772) for information about tax credits.

The Vendor is required to report to Central Management Services – Bureau of Strategic Sourcing (BOSS) an annual report on the hiring of Veterans and Ex-Offenders, this report must be sent by September 30th of every year. The report shall be attached and sent to the following email address: CMS.BOSS.Sourcing@illinois.gov.

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5. STATE SUPPLEMENTAL PROVISIONS

Agency Definitions

5.1. "Chief Procurement Officer" means the chief procurement officer appointed pursuant to 30 ILCS 500/10-20(a)(4).

5.2. "Governmental unit" means State of Illinois, any State agency as defined in Section 1-15.100 of the Illinois Procurement Code, officers of the State of Illinois, any public authority which has the power to tax, or any other public entity created by statute.

Required Federal Clauses, Certifications and Assurances

Public Works Requirements (construction and maintenance of a public work) 820 ILCS 130/4.

Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, security services, and printing, if valued at more than \$200 per month or \$2,000 per year) 30 ILCS 500/25-60.

Agency Specific Terms and Conditions

5.3. The Chief Procurement Officer for General Services makes this contract available to all governmental units.

5.4. Vendor agrees to extend all terms and conditions, specifications, and pricing or discounts specified in this contract for the items in this contract to all governmental units.

5.5. The supplies or services subject to this Contract shall be distributed or rendered directly to each governmental unit.

5.6. Vendor shall bill each governmental unit separately for its actual share of the costs of the supplies or services purchased.

5.7. The credit or liability of each governmental unit shall remain separate and distinct.

5.8. Disputes between vendors and governmental units shall be resolved between the affected parties.

5.9. All terms and conditions in this Contract apply with full force and effect to all purchase orders.

Other (describe)

5.10. COVID-19 PROTECTIONS: In response to the COVID-19 pandemic, Governor J.B. Pritzker issued Executive Order 2021-22 and 2021-23. These Executive Orders mandate certain contractors shall use face coverings, have COVID-19 vaccinations, or undergo testing for COVID-19 when in indoor public places, Health Care Facilities, Schools, Institutions of

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Higher Education, and State-owned and operated congregate facilities. Vendor shall adhere to the requirements of these Executive Orders as applied by the Agency. The Agency may also implement vaccination or testing requirements that exceed those in the Executive Orders.

2021-22 <https://www.illinois.gov/government/executive-orders/executive-order.executive-order-number-22.2021.html>

2021-23 <https://www.illinois.gov/government/executive-orders/executive-order.executive-order-number-23.2021.html>

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| Illinois State Bid Subcontractors Totals for Handling and Hauling | | | | Solicitation | 22-416CMS-BO554-B-29847 / JPMC Rock Salt Bulk, FY23 | CMP - Form 1.6.2 |
|---|-------------|----------------------|---|--------------------------|---|------------------|
| Service Depot | Depot Spend | Freight & Fuel Spend | Vendor Addresses | Forms | | |
| Chicago, IL | | | | | | |
| Calumet Transload | \$2,225,000 | | 10730 Burley Avenue, Chicago, IL 60617 | Form B | | |
| 5 Star Hauling | | \$625,000 | 14210 Kenton Ave, Crestwood, IL 60418 | Form B | | |
| Garus Trucking | | \$225,000 | 7264 W 21st Ave, Gary IN 46406 | Form A | | |
| Sunset | | \$275,000 | 1320 S Virginia, Crystal Lake, IL 60014 | Form B | | |
| Truck King Hauling Contractors, Inc. | | \$1,350,000 | 4600 W 48th St, Chicago, IL 60632 | Form B | | |
| Keokuk, IA | | | | | | |
| Roquette American Services Inc. | \$125,000 | | 2301 Twin Rivers Road, Keokuk, IA 52632 | Form A | | |
| 97 Grain and Trucking: dba Midwest Express | | \$58,000 | 10006 E 350 Macomb, IL 61455 | Form B | | |
| George Potterfield Trucking | | \$15,000 | 207 County Line Road, Monroe City, MO 63456 | Form B | | |
| Comanche, IA | | | | | | |
| ADM | \$275,000 | | 1419 N Washington Blvd, Comanche, IA 52730 | Form A | | |
| ADM-Transport | | \$400,000 | 4666 Fairies Parkway Decatur, IL 62526 | Form A | | |
| Louisiana, MO | | | | | | |
| Wayne B Smith | \$165,500 | | 10415 Hwy 79, Louisiana, MO 63353 | Form B | | |
| George Potterfield Trucking | | \$385,000 | 207 County Line Road, Monroe City, MO 63456 | Form B | | |
| Meredosia, IL | | | | | | |
| Meredosia Terminal | \$175,000 | | Route 104 West of Bridge, Meredosia, IL 62665 | Form B | | |
| SMS | | \$325,000 | 520 N Webster, Jacksonville, IL 62650 | Form B | | |
| Metropolis, IL | | | | | | |
| Watervay Ag. | \$95,000 | \$183,000 | 208 Yasuda Street, Metropolis, IL 62960 | Form A | | |
| Milwaukee, WI | | | | | | |
| Compass Minerals | \$425,000 | | 2001 S Lincoln Memorial, Milwaukee, WI 53207 | Compass Form B | | |
| CLK Systems Inc | | \$325,000 | 39882 N Mauer Dr Wadsworth, IL 60083 | Form B | | |
| PJ's Trucking | | \$104,000 | W12559861 N Cape Road, Muskego, WI 53150 | Form B | | |
| Portland | | \$375,000 | 98 E Shore Drive, Random Lake, WI 53075 | Form B | | |
| Tonyan Bros. | | \$260,000 | 5101 N Richmond Rd., Ringwood, IL 60072 | Form A | | |
| Zizzo's | | \$260,000 | 3000 Sheridan Rd., Kenosha, WI 53140 | Form B | | |
| Mt. Vernon, IN | | | | | | |
| Mulzer Crushed Stone | \$65,000 | | 10700 Hwy 69 S, Mt. Vernon, IN 47620 | Form B | | |
| Mulzer Crushed Stone | | \$86,000 | 10700 Hwy 69 S, Mt. Vernon, IN 47620 | Form B | | |
| Peoria, IL - J&L | | | | | | |
| J&L Dock | \$425,000 | | 92 South St., Peoria, IL 61602 | Form A | | |
| Heini Bros. Trucking | | \$565,000 | 538 W Knoxville St, Brimfield, IL 61517 | Form A | | |
| St. Louis, MO (Beelman) | | | | | | |
| Beelman Terminal | \$515,000 | | 210 Bremen Ave., Venice, IL 62090 | Form B | | |
| Beelman Logistics | | \$615,000 | #1 Racehorse Drive, E, St. Louis, MO 62205 | Form B | | |
| St. Louis, MO (Oakley) | | | | | | |
| Bruce Oakley | \$15,000 | | 1 Angelica St. St. Louis, Mo 63353 | Form B | | |
| George Potterfield Trucking | | \$16,500 | 207 County Line Road, Monroe City, MO 63456 | Form B | | |
| Dubuque, IA | | | | | | |
| Peavey Co, Gavilon Grain | \$35,000 | | 505 East 7th St, Dubuque, IA 52001 | Less than \$50K - Form B | | |
| All Seasons Trucking | | \$42,000 | 7750 Windy Ridge Dubuque, IA 52003 | Less than \$50K - Form A | | |
| Rock Island, IL | | | | | | |
| Alter- Rock Island River Terminal | \$315,000 | | 7th Ave MILI Street Rock Island, IL 61201 | Form A | | |
| Overland Systems | | \$415,000 | 13631 110th Ave Davenport, IA 52804 | Form A | | |
| Henry - Middle River Marine | | | | | | |
| Henry - Middle River Marine | \$295,000 | | 1440 County Road 1500 E, Henry, IL 61537 | Form A | | |
| Ozinga Transportation, Inc. | | \$525,000 | 1440 County Road 1500 E, Henry, IL 61537 | Form A | | |
| Lemont - Middle River Marine | | | | | | |
| Lemont - Middle River Marine | \$325,000 | | 11400 Old Lemont Road, Lemont, IL 60439 | Form A | | |
| Ozinga Transportation, Inc. | | \$425,000 | 11400 Old Lemont Road, Lemont, IL 60439 | Form A | | |
| Ottawa - Ottawa Barge Terminal | | | | | | |
| Harmon Farms Trucking | | \$100,000 | 3880 E 11th Road, Utica, IL 61373 | Form B | | |
| Ottawa - Ottawa Barge Terminal | \$262,000 | | 1365 N 2803 RD OTTAWA, IL 61350 | Form A | | |
| Wiesbrock Trucking | | \$240,000 | 1748 E. 950th Road (PO Box 197) Leonore, IL 61335 | Form A | | |

*All \$'s are subject to change based on contract award



At the Heart of Community

Agenda Item: 6G

PUBLIC WORKS DEPARTMENT

505 Telser Road
Lake Zurich, Illinois 60047

(847) 540-1696
Fax (847) 726-2182
LakeZurich.org

MEMORANDUM

Date: February 7, 2023

To: Ray Keller, Village Manager

From: Michael J. Brown, Public Works Director

Subject: 2023 Landscape Maintenance Program Award Recommendation

Issue: The FY 2023 budget includes \$260,000 in funding for the annual Landscape Maintenance Program that includes mowing and bed maintenance at Village facilities and grounds. The funds are allocated based on each Village Department's needs and provided for through various Village accounts.

Background: On February 21, 2022, the Village Board approved a three (3) year contract with Apex Landscaping for landscape maintenance throughout the Village of Lake Zurich.

The landscape maintenance program was developed to promote healthy, natural growing conditions and to keep landscaped areas free of weeds, debris and garbage. The Village maintains the lawn and landscaping areas at a variety of parcels, including: Village and State rights-of-way, parks, and Village facilities.

The Village has historically bid the Landscape Maintenance Program as a three (3) year contract due to the extensive training needed to familiarize the contractor with Village parcels and maintenance requirements.

Analysis Staff solicited bids for the annual Landscape Maintenance Program in November of 2021. The bid opening occurred on January 28, 2022. The bid results are shown on Page 2.

The lowest responsible bid was submitted by Apex Landscaping INC. of Hawthorn Woods, Illinois.

| Bidder | Bid Amount |
|---------------------------------------|-------------------|
| Apex Landscaping (Hawthorn Woods, IL) | \$214,297.00 |
| Milieu Landscaping (Lake Zurich, IL) | \$248,541.53 |

| | |
|--|--------------|
| Sebert Landscaping (Elk Grove Village, IL) | \$261,937.00 |
| Fleck's Landscaping (Wheeling, IL) | \$268,437.00 |
| Tim's Snowplowing (Wheeling, IL) | \$313,527.50 |

Recommendation: Award a base contract for year two of the 2023 Landscape Maintenance Program to Apex Landscaping of Hawthorn Woods, IL at the annual amount of \$214,297. With a not to exceed total expenditure amount of \$260,000 for additional bed maintenance as needed.

W/Attachments:

1. Bid Tabulation Summary
2. Bid Submittal – Apex Landscaping

Village of Lake Zurich
Landscape Maintenance Program

CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR



At the Heart of Community

2022-2024 LANDSCAPE MAINTENANCE PROGRAM LAKE ZURICH, ILLINOIS

Dated: November 1, 2021

Village of Lake Zurich
Landscape Maintenance Program

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Village of Lake Zurich
Landscape Maintenance Program

NOTICE TO BIDDERS

**Village of Lake Zurich
2022-2024 Landscape Maintenance Program**

TIME AND PLACE FOR OPENING BIDS:

Sealed proposals for the improvements described below will be received at the offices of:

Village of Lake Zurich
Village Hall
70 East Main Street
Lake Zurich, Illinois 60047

Until 10:00 a.m. on Friday, January 28, 2022. All bids will be publicly opened and read aloud at that time, and may be acted upon at said time and place or at such later time and place as may then be fixed; but in no case more than sixty (60) calendar days from date of bid opening.

AVAILABILITY OF BIDDING DOCUMENTS: Bidding documents may be obtained as follows:

Packets are available for download on the Village's website starting November 1, 2021. Please follow the link below
<https://www.lakezurich.org/296/Requests-Bids>.

MANDATORY PRE-BID MEETING:

Lake Zurich Community Services, 505 Telser Rd on Tuesday, November 9, 2021 at 10:00am

PREQUALIFICATION OF BIDDERS: Prior to receiving plans, if required by the Engineer, bidders will submit a resume of similar projects performed, enumerated as to location, type of work, approximate completion date, and project engineering firm together with a list of equipment owned by or available to them for efficient pursuance of the project.

AFFIDAVIT OF EXPERIENCE: Bidders will submit a resume of similar projects performed, enumerated as to location, type of work, approximate completion date, together with a list of equipment owned by or available to them for efficient pursuance of the project.

REJECTION OF BIDS: The Village of Lake Zurich reserves the right to reject any or all bids of bidders and to waive all technicalities.

LOCATION OF THE WORK: Scattered sites within the boundaries of the Village of Lake Zurich.

SCOPE OF WORK: The landscape maintenance program has been developed to promote healthy, natural growing conditions and to keep landscaped areas free of weeds, debris and garbage. This program excludes the maintenance of non-landscaped areas (unless noted) and landscape fixtures, structures, and systems. If, during the Contract time, any disease, infestation, storm damage, and/or vandalism are observed, Contractor shall immediately notify Owner and provide a recommendation, including cost estimate, for remediation. Remediation will be completed only upon written authorization from Owner and will be in addition to the base contract amount.

BID SECURITY: A Bidder's Bond, Cashier's Check, Certified Check, or Bank Draft in the amount of 10% of the bid total will be accepted as bid security and must accompany the bid. All proposals submitted shall be valid for a period of 60 days.

OWNER: Village of Lake Zurich

CONSTRUCTION SCHEDULE: Contractor shall perform the Work on or around April 15, 2022 through December 31, 2024.

Village of Lake Zurich
Landscape Maintenance Program

METHOD OF PAYMENT:

The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be completed and materials to be furnished may be increased, decreased or omitted as hereinafter provided.

OWNER'S RIGHTS RESERVED:

The owner reserves the right to reject any or all of the Proposals received or any portion thereof or to accept any proposal or portion thereof and to waive any informality or technicality in any Proposal in the interest of the OWNER.

DETAILED REQUIREMENTS - MOWING

The contractor shall furnish all labor, tools, materials, equipment and supervision necessary to complete the work. This work shall consist of the removal of debris which may interfere with cutting operations. Grass areas shall be mowed to a height of not less than two inches and not more than 4 inches above the surface of the soil. The Contractor is allowed to mulch grass clippings, however grass clipping piles are not permitted. Grass areas adjacent to buildings, utilities, trees, fences, and other obstructions that are not mowed by larger mowers, shall be trimmed utilizing smaller equipment (small mowers and/or commercial grade grass trimmers). After mowing and trimming, grass clippings and other litter or debris shall be swept off and removed from sidewalks and other paved areas. The contractor shall remove all vegetation growing in the joints of sidewalk and curb adjacent to the mowing areas, including the joint between the curb and pavement.

• **METHOD OF MEASUREMENT**

Mowing will be measured for payment in acres of actual area mowed.

• **BASIS OF PAYMENT**

Mowing will be paid for at the contract unit price per ACRE for MOWING. The vegetation removal at sidewalks and curbs is incidental to the MOWING pay item.

• **ROTATIONS**

Please note: with the exception of the Eastern baseball field located at Chestnut corners all other baseball and soccer fields will be mowed by others, and are not part of this contract.

➤ April 15 through October 31 - The contractor shall perform mowing operations once a week at all locations. Unless directed otherwise by the Village of Lake Zurich representative, with 48 hours' notice.

➤ April 1 through April 14 – The contractor shall perform mowing operations as directed by the Village of Lake Zurich representative.

Please note:

The mowing rotations listed in the Schedule of prices are approximate. The Village retains the right to alter or change the approved schedule in the event of extreme weather conditions. If a contractor is unable to mow on any given day due to inclement weather, the Village requests that the mowing order be maintained, and mowing continue into the weekend to sustain the schedule established in the attached map.

The Village requests that mowing continue during light rains or in the presence of damp grass. If a special event is scheduled in one of the parks, the Village may request that the contractor alter the standard schedule and will generally give 1-2 weeks' notice for any such event. The Village retains the right to alter the schedule as close as one (1) day in advance in an emergency event.

Village of Lake Zurich
Landscape Maintenance Program

DETAILED REQUIREMENTS BED MAINTENANCE

The contractor shall furnish all labor, tools, materials, equipment and supervision necessary to complete the work. This work shall consist of removal of weeds, chemical weed treatment, installing "new" weed barrier/ blanket, edging landscape beds, trimming of the existing bushes as directed, debris and litter removal.

• METHOD OF MEASUREMENT

Landscaping will be measured for payment per each location.

• BASIS OF PAYMENT

Landscaping will be paid for at the contract unit price per EACH for LANDSCAPING.

• ROTATIONS

The contractor shall perform the work, as described above, at all LANDSCAPING locations twice a month between April 15 and October. Additional rotations may be required as directed by the Village of Lake Zurich representative.

DETAILED REQUIREMENTS MULCH APPLICATION

This work shall consist of top dressing existing landscape beds in the Primary Landscaping Areas and Supplemental Landscaping Areas with mulch. The Village will supply and deliver the mulch material to the nearest parking lot or available drop area. The contractor shall furnish all labor, tools, equipment and supervision necessary to complete the work. The Contractor shall transport the mulch from the drop-off location to each individual landscape bed, spreading of mulch evenly, at a thickness not less than one inch (1") and no greater than four inches (4"), or as directed by a Public Works representative

• METHOD OF MEASUREMENT

Mulch application will be measured for payment in cubic yards of mulch delivered by Public Works to the site and applied to the landscape beds by the contractor.

• BASIS OF PAYMENT

Mulch Application will be paid for at the contract unit price per CUBIC YARD for MULCH APPLICATION.

• ROTATIONS

The contractor shall perform the work, as described above, on an as- needed basis as directed by a Public Works representative.

Please direct all questions to:

Michael Cernock

Mike.cernock@lakezurich.org

(847) 540-1696

**Village of Lake Zurich
Landscape Maintenance Program**

INSTRUCTIONS TO BIDDERS

BIDDER'S REPRESENTATIONS

- a. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents.
- b. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, and performance of the Work.
- c. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the work.
- d. Submission of bid constitutes representation by Bidder that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of work.

METHOD OF BIDDING

- a. Type of bid: Location Price including sub-totals, and total.
- b. Awards will be made on the following basis: To the lowest, responsive, and responsible bidder for the maintenance.

SUBMISSION OF BIDS

- a. Prepare **Proposal Documents** included herewith.
- b. Submit all pages of the **Form of Proposal and Bid Proposal** in sealed envelope.
- c. Sealed envelope shall be marked with bidder's return address, and shall be addressed as follows:

TO: Village of Lake Zurich
 Village Hall
 70 East Main Street
 Lake Zurich, Illinois 60047

PROPOSAL FOR: 2022-2024 Landscape Maintenance Program

- d. Retain Duplicate Copy for Bidder.
- e. Legally authorized representative of bidder shall initial Bid Proposal on bid sheet and sign Bid Proposal on last page.
- f. Business entity: Indicate on Proposal whether bidder is an individual, partnership, corporation or other business entity.

Village of Lake Zurich
Landscaping Maintenance Program

BID SECURITY

- a. Submit, with bid, a bid security in form of bidder's bond, cashier's check, or certified check in amount of 10% of the bid.
- b. Attach to the submitted Form of Proposal.
- c. Make check or bidder's bond payable to the Village of Lake Zurich; check or bidder's bond will be forfeited and becomes property of Owner if bidder fails or refuses to enter into a contract and furnish surety bond within ten (10) calendar days after notice of award of contract.
- d. Checks or bidder's bond of all bidders, except the three lowest bidders, will be returned within ten (10) days after award of contract.
- e. Check or bidder's bond of three lowest bidders will be returned within three (3) calendar days after execution of a contract and furnishing of acceptable surety bond by successful bidder.

WITHDRAWAL OF BIDS

Bids may be withdrawn any time prior to scheduled closing time for receipt of bids; no bid may be withdrawn for a period of sixty (60) calendar days thereafter.

EVALUATION OF BIDS

- a. Owner may consider such factors as bid price, time of completion of work, experience and responsibility of bidder, and similar factors in determining which bid it deems to be in its best interests.
- b. Owner may reject any or all bids of bidders, waive informalities or technicalities in any bid, and accept bid, which it deems to be in the best interests of the Owner.

UNBALANCED BIDS:

- a. Any bid that is materially unbalanced as to prices for the Base Bid, and/or Optional Bid Items may be rejected. An unbalanced bid is one that is based on the prices significantly less than the cost for some work and/or prices, which are significantly overstated for other work.
- c. The OWNER will review all unit prices submitted by the apparently lowest responsible bidder and will decide whether any of the unit prices are excessively above or below a reasonable cost analysis value determined by the owner.
- d. In the event any unit prices are determined to be unbalanced and contrary to the interest of the OWNER, the right is reserved to reject such bid at the discretion of the OWNER.

EXECUTION OF CONTRACT

- a. Successful bidder shall, within ten (10) calendar days of notice of award of contract, provide, and enter into a written contract with Owner, on forms included with Specifications, for performance of work awarded to them.
- b. Contract, when executed, shall be deemed to include entire agreement between parties; Contractor shall not claim any modification resulting from representation of promise made by representatives of Owner or other persons.

**Village of Lake Zurich
Landscape Maintenance Program**

COMMENCEMENT OF WORK

Work shall not be started until contract has been executed and all applicable State and local permits, and/or bonds, and certificates of insurance have been received.

BIDDERS QUALIFICATIONS

The Owner at any time may request to receive the following:

- a. Personnel and facilities: If requested, satisfy the Owner as to integrity, equipment, personnel and financial ability to perform work.
- b. Business entity: Indicate on Proposal whether Bidder is an individual, partnership, corporation or other business entity.
- c. Experience: If requested, submit list of projects of a similar nature completed by Bidder, identified as to project owner, location, approximate date of construction and cost performed by Bidder.

LIST OF SUBCONTRACTORS

Successful Bidders shall submit list of subcontractors and major material suppliers at time of approval of bid for Owner's review and approval.

COUNTER-PART DOCUMENTS

The number of counter-parts of contract and the bond required to be executed is as follows:

- Three (3) original counter-parts of the Contract Documents will be required to be executed.

INTERPRETATIONS

All questions about the meaning or intent of the Contract Documents shall be submitted to the Village of Lake Zurich in writing. Replies will be issued by Addendum, and mailed or delivered to all parties recorded by Village of Lake Zurich as having received the Bidding Documents. Questions received after 12:00 PM on Friday, January 21, 2022 will not be answered. Only questions answered by formal written Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect.

Village of Lake Zurich
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GENERAL CONDITIONS

DEFINITION OF TERMS

- a. "Bidder" shall mean an individual, firm co-partnership or corporation, or combination thereof, submitting a Proposal for the work contemplated and acting directly or through a duly authorized representative.
- b. "Contract" shall mean the written agreement covering the performance of the work described in the Contract Documents including all supplemental agreements thereto.
- c. "Contract Documents" shall mean those documents listed in the Form of Contract, including all additions, deletions and modifications incorporated therein before execution of the Contract.
- d. "Contractor" shall mean the individual, firm co-partnership or corporation, and his, their or its heirs, executors, administrators, successors and assigns, or the lawful agent of any such individual, firm, partnership, covenantor or corporation, or his, their or its surety under any Contract Bond, constituting one of the principals to the Contract and undertaking to perform the work herein specified. Where any pronoun is used as referring to the word "Contractor" it shall mean the Contractor as defined herein.
- e. "Jurisdictional Governmental Entity" shall mean any municipal, county, state or federal unit of government from whom an approval, permit and/or review is required for any aspect of the subject project.
- f. "Owner" shall mean the Village of Lake Zurich.
- g. "Plans and Specifications" shall mean the civil engineering plans and specifications prepared by the Village of Lake Zurich, which may be a part of the contract documents for the subject project.
- h. "Proposal" shall mean the written offer or copy thereof of a Bidder to perform the work described by the Contract Documents when submitted on the prescribed Form of Proposal, properly signed and accompanied by any required bid security.
- i. "Subcontractor" shall mean any person, firm or corporation with a direct contract with the Contractor who acts for or in behalf of the Contractor in executing any part of the Contract, but does not include one who merely furnishes the material.
- j. "Work" shall mean the equipment, supplies, materials and service to be furnished under Contract, unless some other meaning is indicated by context.
- k. "Written Notice" shall be considered as served when delivered in person or by registered mail to the individual, firm or corporation or to the last business address of such known to him who serves the notice. It shall be the duty of each party to advise the other parties to the Contract of any change in his business address until completion of the Contract.

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INTENT OF THE CONTRACT DOCUMENTS

The intention of the Plans and Specifications is to set forth requirements of performance, type of equipment structures, and standards of materials and construction. It is also intended to include all labor and materials, equipment and transportation necessary for the proper execution of the work, to require new material and equipment unless otherwise indicated, and to require complete performance of the work in spite of omission of specific reference to any minor component part. It is not intended, however, that materials or work not covered by or properly inferred from any heading, branch, class or trade of the Specifications shall be supplied unless distinctly so noted. Materials or work described in words, which so applied have a well-known technical or trade meaning, shall be held to refer to such recognized standards.

CONTRACTOR'S RESPONSIBILITY

- a. The Contractor assumes full responsibility for the safekeeping of all materials and equipment and for all unfinished work until final acceptance by the Owner, and if any of it be damaged or be destroyed from any cause, he shall replace it at his own expense.
- b. The Contractor shall indemnify and save harmless the Owner against any liens filed for non-payment of his bills in connection with the Contract work. The Contractor shall furnish the Owner satisfactory evidence that all persons who have done work or furnished materials, equipment, or service of any type under this Contract have been fully paid prior to the acceptance of the work by the Owner.
- c. The Contractor shall erect and maintain such barricades and lights and/or watchmen to protect and warn pedestrians and vehicles, and prevent accidents as a consequence of his work. He shall indemnify and hold harmless the Owner, the Owner's employees, the Engineer and the Engineer's employees, from any and all liability, loss, cost, damage, and expense (including reasonable attorney's fees and court costs) resulting from, arising out of, or incurred by reason of any claims, actions, or suits based upon or alleging bodily injury, including death, or property damage arising out of or resulting from Contractor's operations under this Contract, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. The Contractor shall obtain insurance for this purpose, which shall insure the interests of the Owner and Engineer as the same may appear, and shall file with the Owner and Engineer certificates of such insurance.
- d. The Contractor shall protect the Owner's property and adjacent property from injury or loss resulting from their operations. Objects sustaining such damage shall be replaced to the satisfaction of the Owner and Engineer; the cost of such repairs shall be borne by the Contractor.
- e. The Contractor, his agents and employees and their employees and their equipment, machinery and vehicles shall confine their work within the boundaries of the project and shall be solely liable for any damages they cause.

CONTRACTOR REGISTRATION

- a. Construction contractors shall register with the Village of Lake Zurich. Construction contractors and subcontractors include any person, company, or other entity that undertakes construction at any building or any appurtenance thereto..., including but not limited to parking lots, driveways, pools, decks, porches, garages, fences, and other accessory structures or uses.
- b. Completed registration forms and signed bonds are to be emailed to Permits@LakeZurich.org.
- c. A \$110.00 annual fee can be paid by check, payable to the Village of Lake Zurich or online at: <http://LakeZurich.org/Epay>

**Village of Lake Zurich
Landscape Maintenance Program**

SELECTION OF LABOR

The Contractor shall comply with all Illinois statutes pertaining to the selection of labor. Equal Employment Opportunity.

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

- a. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge from military service, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- b. That, if it hires additional employees in order to perform this contract or any portion hereof, it will determine the availability of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- c. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge from military service.
- d. That it will send to each labor organization or representative of workers with which it has or is bound by collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with so such Act and Rules and Regulations, the Contractor will promptly so notify the Illinois Department of Human Rights and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- e. That it will submit reports as required by the Department of Human Rights Rules and Regulations, furnish all relevant information from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- f. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- g. That it will include verbatim or by reference the provisions of this clause in every subcontract so that such provisions will be binding upon every such subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by all its subcontractors; and further it will promptly notify the contracting agency and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Village of Lake Zurich
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EMPLOYMENT OF ILLINOIS WORKERS DURING PERIODS OF EXCESSIVE UNEMPLOYMENT

Whenever there is a period of excessive unemployment in Illinois, which is defined herein as any month immediately following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded five percent as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures, the Contractor shall employ at least 90 percent Illinois laborers.

"Illinois laborer" means any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident.

Other laborers may be used when Illinois laborers as defined herein are not available, or are incapable of performing the particular type of work involved, if so certified by the Contractor and approved by the Engineer. The Contractor may place no more than three of his regularly employed non-resident executive and technical experts, who do not qualify as Illinois laborers, to do work encompassed by this Contract during a period of excessive unemployment.

This provision applies to all labor, whether skilled, semi-skilled or unskilled, whether manual or non-manual.

SUBCONTRACTS

- a. The Contractor shall not assign, sublet, or transfer the whole or any part of the work herein specified without the written consent of the Owner. Any such assignment, subletting, or transfer shall not in any manner relieve the Contractor from any of the responsibilities assumed herein.
- b. For convenience of reference, and to facilitate the letting of contracts subcontracts, the Detailed Specifications are separated into title parts. Such separation shall not however operate to make the Village of Lake Zurich an arbitrator to establish limits to contracts between Contractor and Subcontractors.

CONTRACTOR'S EMPLOYEES

- a. The Contractor shall either personally superintend his work or shall cause it to be done by a capable superintendent satisfactory to the Village of Lake Zurich. The superintendent shall be authorized to act on behalf of the Contractor and to supervise the work in a manner that will comply with all requirements of the Plans and Specifications as interpreted by the Engineer.
- b. Incompetent or incorrigible employees shall be dismissed by the Contractor or his representative when requested by the Owner and Engineer. Such persons shall not again be permitted to return to work without the written consent of the Owner and Engineer.
- c. No person whose age or physical condition is such as to make his employment dangerous to his health or safety, or to the health or safety of others, shall be employed in the development or construction of the project.
- d. There shall be no discrimination against any employee or applicant for employment because of race, creed, or color. This provision shall also be included in all Subcontracts.

PATENTS

- a. All fees or royalties for patented inventions, equipment, or arrangements that may be used in any manner connected with the construction or erection of the work, or any part thereof, shall be included in the price mentioned in the Contract.
- b. The Contractor shall protect and hold harmless the Owner against all claims of litigation by reason of infringement of any patent rights on any materials, equipment, or construction furnished by the Contractor.

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GUARANTEE – WARRANTY- PERFORMANCE BOND

- a. Upon award of Contract, the successful bidder shall post, with good and sufficient sureties, a bond in the total amount of the Contract to insure the work will be completed, including payment of material used on the project and all labor performed to complete the project.
- b. The suppliers and erectors of all materials, and work furnished and used in the construction of this project shall and hereby do warrant, and the Contractor shall and hereby does guarantee that all such equipment, apparatus, materials and work covered by this Contract will satisfactorily perform the intended function as integral and coordinated units, and further guarantees these items against defects, malfunctions, failures, breakdown, excessive wear, inadequate installation, or any other deficiency, as determined by the Village of Lake Zurich, and guarantees these facilities for a period of three (3) years from date of final acceptance by Village of Lake Zurich.
- c. All above-mentioned parties further agree that they will, at their expense and without extra cost to the Owner, remove, repair or replace all defective materials, equipment, apparatus and work, and all other work damaged thereby which becomes defective during the term of the Guarantee-Warranty.

HOLD HARMLESS

To the fullest extent permitted by law, the Contractor shall waive any right of contribution and shall indemnify and hold harmless the Owner, the Engineer and their agents and employees and consultants from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees and economic or consequential damages, arising out of or resulting from or in connection with the performance of the Work, provided that any such claim, damage, loss or expense is caused in whole or in part by any negligent act or omission of any Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Agreement.

In any and all claims against the Village of Lake Zurich or any of their agents or employees and consultants by any employee of the Contractor or any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this.

Shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefits acts.

Claims, damages, losses and expenses' as these words are used in the Agreement shall be construed to include, but not be limited to (1) injury or damage consequent upon the failure of or use or misuse by Contractor, its Subcontractors, agents, servants or employees, of any hoist, rigging, blocking, scaffolding, or any and all other kinds of items of equipment, whether or not the same be owned, furnished or loaned by Owner; (2) all attorneys' fees and costs incurred in bringing an action to enforce the provisions of this indemnity or any other indemnity contained in the General Conditions, as modified by the Supplementary General Conditions; and (3) time expended by the party being indemnified and their employees, at their usual rates plus costs of travel, long distance telephone and reproduction of documents.

Only to the extent necessary to prevent this provision from being void under Chapter 29, Illinois Revised Statutes, Chapter 51 entitled "Indemnification of Person from Person's Own Negligence-Effect -Enforcement", this indemnity agreement shall not require the Contractor to indemnify the Owner, Engineer, their consultants, agents or employees against their own negligence.

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INSURANCE

The Contractor shall obtain, before commencing work on the site, and maintain throughout the duration of the project, insurance in a company or companies acceptable to the Owner that will defend and indemnify the Village of Lake Zurich from all claims of bodily injury or property damage that may occur at the site during the project or arising out of the Contractor's work, including, at a minimum, the following coverages:

- a. Workmen's compensation and occupational disease insurance covering all employees in statutory limits who perform any obligations assumed under Contract.
- b. Public liability and property damage liability insurance covering all operations under Contract; limits for bodily injury or death not less than \$1,000,000 for each accident; for property damage, not less than \$500,000 for each accident.
- c. Automobile liability insurance on all self-propelled vehicles used in connection with Contract, whether owned, non-owned or hired; public liability limits of not less than \$1,000,000 for each accident, property damage not less than \$500,000 for each accident.
- d. "Builder's Risk" insurance with extended coverage using complete value form for amount of full insurable value for all work accomplished under the Contract, including equipment and materials delivered to project site for incorporation into complete project.
- e. Owner will have right to require public liability insurance and/or property damage liability insurance greater than specified. If required, additional premium or premiums payable will be paid for by Owner.
- f. Furnish to Engineer three copies of certificates of insurance made in favor of Owner, Engineer and Contractor, as their respective interests may appear, evidencing compliance with foregoing requirements at the time of submission of Contract. Owner shall be named as certificate holder.
- g. The Owner, along with their employees and agents, and the Engineer shall be named as additional insureds on the comprehensive general liability and automotive liability policies. These policies shall further state: The coverage afforded the additional insured shall be primary insurance for the additional insured with respect to claims arising out of operations performed by or on behalf of the Contractor. If the additional insureds have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this insurance policy shall not be reduced by the existence of such other insurance.
- h. All certificates must state that the coverage will not be terminated or reduced without 30 days advanced notice by certified mail to the Owner.
- i. The Contractor shall supply the Owner and Village of Lake Zurich with a Certificate of Insurance evidencing compliance with the above requirements prior to beginning construction.

THIRD PARTY BENEFICIARY

The Village of Lake Zurich is intended to be a third-party beneficiary of the construction contract.

INTERPRETATION OF PLANS AND SPECIFICATIONS

- a. The Owner and/or Contractor shall promptly report any errors or ambiguities in the Plans and Specifications to the Village of Lake Zurich. Questions as to meaning of Plans and Specifications shall be interpreted by the, whose decision shall be final and binding on all parties concerned.
- b. The Village of Lake Zurich will provide such information as may be required to show revised or additional details of construction.

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- c. Should any discrepancies or conflicts on the Plans or Specifications be discovered either prior to or after award of the contract, the Village of Lake Zurich's attention shall be called to the same before the work is begun thereon and the proper corrections made. Neither the Owner nor the Contractor may take advantage of any error or omissions in the Plans and Specifications. The Village of Lake Zurich will provide full information when errors or omissions are discovered.

WORKMANSHIP AND MATERIALS

- a. All work done and all materials and equipment furnished by the Contractor shall conform to the Plans and Specifications. Competent labor and tradesmen shall be used on all work.
- b. All workmanship shall be of the best quality.
- c. Wherever the Specifications call for an item of material or equipment by a manufacturer's name and type, and additional features of the item are specifically required by the Specifications, the additional features specified shall be provided whether or not they are normally included in the standard manufacturer's item listed.
- d. Wherever the Specifications call for an item of material or equipment by a manufacturer's name and type, and the specified item becomes obsolete and is no longer available, the Contractor shall provide an item equal in quality and performance which is currently available, which is approved by the Village of Lake Zurich at no change in Contract price.

CONSTRUCTION OBSERVATION

- a. The Village of Lake Zurich shall not be responsible for the acts or omissions of those performing the work.
- b. All materials used and all completed work by the Contractor shall be subject at all times to the observation, test, and review of the Village of Lake Zurich. The Contractor shall furnish such samples of materials for examination and tests as may be requested by the Village of Lake Zurich and shall furnish any information required concerning the nature or source of any materials or equipment which he proposes to use.
- c. The construction, fabrication, and manufacture of any equipment, or materials specified herein; may be observed by the Village of Lake Zurich at the plant or factory, and the Engineer shall have free access to make such observation at his discretion.
- d. Any material, equipment, or work, which does not satisfactorily meet the Specifications, may be rejected by the Owner and/or Village of Lake Zurich by giving written notice to the Owner. All rejected materials, equipment, or work, shall be promptly taken out and replaced.
- e. Any defective material, equipment, or work; may be rejected by the Village of Lake Zurich at any time prior to final acceptance by the Owner even though said defective items may have been previously overlooked.

VILLAGE OF LAKE ZURICH FIELD REPRESENTATIVES

- a. Field Representatives may be appointed by the Village of Lake Zurich or Owner to see that the work is performed in accordance with the Plans and Specifications.
- b. Field Representatives shall have the authority to condemn and/or reject defective work that does not conform to the Plans and Specifications. The Engineer shall not have the authority to suspend work.
- c. Field Representatives shall have no authority to permit deviation from Plans and Specifications; any deviations must be pursuant to a written order from the Village of Lake Zurich.

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DELAYS

- a. Delays caused by injunction or legal actions, "Acts of God", or other causes beyond the control of the Contractor (of which the Owner shall be the sole judge) shall entitle the Contractor to a reasonable extension of time within which to complete the work.
- b. "Acts of God" shall mean an earthquake, flood, cyclone, or other cataclysmic phenomena of nature. Rain, wind, flood, or other natural phenomena of normal intensity for the locality of the Project shall not be construed as an "Act of God", and no extension of time shall be allowed the Contractor because of effects of such phenomena.
- c. Application for such extension of time shall be made to the Owner by the Contractor within ten days after the occurrence of such delay and shall state reasons for the request for the extension of time.
- d. No extension of time shall be valid unless it is given in writing by the Owner.

CHANGES

- a. The Village of Lake Zurich shall have the right to order extra work or to make changes by altering, adding to, or deducting from, the work.
- b. No such changes or extra work shall be authorized unless covered by written order of the Village of Lake Zurich. No changes shall be made or extra work ordered under this paragraph that will increase or decrease the total cost of the original contract price by more than 25%.
- c. Written orders for changes or extra work shall specify an extension of the completion time, if any, and method of payment that shall be determined as follows:
 - 1. Where unit prices or unit adjustment prices form a part of the Contract, these unit prices shall be used to compute adjustment of compensation, if applicable to the changes.
 - 2. Where no applicable unit prices or unit adjustment prices form a part of the Contract, payment for the changes will be made by one of the following methods:
 - a) By a lump sum based on Contractor's estimate, reviewed by the Village of Lake Zurich and approved by the Owner.
 - b) By actual direct cost plus 15% for overhead and profit.
- d. In case the Contractor deems that extra compensation is due him for labor or materials not clearly covered in the Contract, and not ordered by the Village of Lake Zurich as a change or as extra work, the Contractor shall notify the Village of Lake Zurich in writing of his intention to make a claim for such extra compensation before he begins the work on which he bases his claim, and he shall furnish a daily record of the cost of the work to the Village of Lake Zurich. Failure on the part of the Contractor to give such notification or to furnish records of cost shall constitute a waiver of the claim for extra compensation. However, the filing of notice and the furnishing of cost records shall not be construed to prove the validity of the claim.
- e. In no case shall the Contractor delay work because of lack of agreement for compensation for changes or extra work mentioned hereinbefore.
- f. All claims for extra compensation shall be filed in writing with the Village of Lake Zurich before final acceptance of work.

**Village of Lake Zurich
Landscape Maintenance Program**

- g. When changes or extra work are done on a cost-plus basis, the Contractor shall submit a statement of costs to the Village of Lake Zurich for his approval. After such a statement is approved, the Village of Lake Zurich shall verify its correctness.

UNAUTHORIZED WORK

Extra work done without written authority will be done at the Contractor's risk and will be considered unauthorized, and, at the option of the Engineer, payment may not be made.

OTHER CONTRACTS

- a. The Owner reserves the right to let other contracts in connection with this work. The Contractor shall afford other contractors' reasonable opportunity for the introduction and storage of their materials and for the execution of their work, and shall properly connect and coordinate his work with theirs.
- b. If any part of the Contractor's work depends for proper execution or results upon the work of any other contractors, the Contractor shall inspect and promptly report to the Village of Lake Zurich any defects in such work that render it unsuitable for such proper execution and results. His failure to inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of his work, except as to defects, which may develop in the other contractor's work after the execution of his work.
- c. To insure the proper execution of his subsequent work, the Contractor shall measure work already in place and shall at once report to the Village of Lake Zurich any discrepancy between the executed work and the Plans and Specifications.

OWNER'S RIGHT TO DO WORK

If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this Contract, the Owner after ten (10) calendar days written notice to the Contractor may, without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor; provided, however, that the Village of Lake Zurich shall approve both such action and the amount charged to the Contractor.

OWNER'S RIGHT TO TERMINATE CONTRACT

- a. If the Contractor should be adjudged bankrupt; or if he should make a general assignment for the benefit of his creditors; or if a receiver should be appointed on account of his insolvency; or if he should fail to make prompt payment to the subcontractors for materials or labor; or persistently disregard laws, ordinances, or the instructions of the Village of Lake Zurich; or otherwise be guilty of a substantial violation of any provision of the Contract, then the Owner, upon the certification of the Engineer that sufficient cause exists to justify each action, may, without prejudice to any other right or remedy and after giving the Contractor seven days written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tools, and appliances thereon and finish the work by whatever method he may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished in accordance with the provisions and limits of his contract.
- b. If the unpaid balance of the Contract price shall exceed the expense of finishing the work, including compensation for additional materials, administrative services, and engineering fees, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner. The expense incurred by the Owner as herein provided, and the damage incurred through the Contractor's default, shall be certified by the Engineer with supporting documentation and records.

**Village of Lake Zurich
Landscape Maintenance Program**

CONTRACTOR'S RIGHT TO TERMINATE CONTRACT

If the Village of Lake Zurich should fail to issue any certificate for payment within thirty days after it is due, or if the Owner should fail to pay the Contractor within thirty days of its maturity and presentation, any sum certified by the Village of Lake Zurich, then the Contractor may, upon seven days written notice to the Owner and the Engineer, stop work or terminate this Contract and recover from the Owner payment for all work executed and any loss sustained for any labor or materials and reasonable profit and damages.

PAYMENTS WITHHELD

- a. The Village of Lake Zurich may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of any certificate to such extent as may be necessary to protect itself from loss on account of:
 - 1. Defective work not remedied.
 - 2. Claims filed or reasonable evidence indicating probable filing of claims.
 - 3. Failure of the Contractor to make payments properly to subcontractors or suppliers for material or labor.
 - 4. A reasonable doubt that the Contract can be completed for the balance then unpaid.
 - 5. Damage to another Contractor.
- b. When the above grounds are removed, payment will be made for amounts withheld because of them.

PAYMENTS TO CONTRACTOR

- a. At least ten (10) days before each progress payment falls due (but no more than once a month), the Contractor shall submit to the Village of Lake Zurich a partial payment estimate filled out and signed by the Contractor covering the work performed during the period covered by partial payment estimate and supported by such data as the Village of Lake Zurich may reasonably require. The Village of Lake Zurich will within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the Owner or return the partial payment estimate to the Contractor or indicate in writing his reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the partial payment estimate. The Owner will pay the Contractor within thirty (30) days of presentation of an approved partial estimate. The Owner shall retain ten (10) percent of the amount of each payment until final completion and acceptance of all work covered by the Contract Documents. The Owner at any time, however, after fifty (50) percent of the work has been completed, if he finds that satisfactory progress is being made, may reduce retainage to five (5) percent on the current and remaining estimates. When the work is substantially complete (operational or beneficial occupancy), the retained amount may be further reduced below five (5) percent to only that amount necessary to assure completion. On completion and acceptance of a part of the work on which the price is stated separately in the Contract Documents, payment may be made in full, including retained percentages, less authorized deductions.
- b. Prior to substantial completion, the Owner with the approval of the Village of Lake Zurich and with the concurrence of the Contractor, may use any completed or substantially completed portions of the work. Such use shall not constitute an acceptance of such portions of the work.

**Village of Lake Zurich
Landscape Maintenance Program**

NO WAIVER OF LEGAL RIGHTS

Neither the payment for, nor acceptance of the whole or any part of the work by the Owner or representatives of the Owner, nor any extension of time, nor the withholding of payments, nor any possession taken by the Owner, nor the termination of employment of the Contractor shall operate as a waiver of any portion of the Contract of any power therein reserved or any right there in reserved or any right therein provided.

OWNER'S RIGHT TO SUSPEND WORK

- a. The Owner may at any time suspend the work, or any part thereof, by giving ten days notice to the Contractor in writing. The work shall be resumed by the Contractor within ten days after the date fixed in the written notice from the Owner to Contractor to do so.
- b. But if the work, or any part thereof, shall be stopped by the notice in writing aforesaid, and if the Owner does not give notice in writing to the Contractor to resume work at a date within a year of the date fixed in the written notice to suspend, then the Contractor may abandon that portion of the work so suspended, and he will be entitled to the estimate and payments for all work done on the portions so abandoned, if any.
- c. If suspension of all or part of the work causes additional expense not due to the fault or negligence of the Contractor, the Owner shall reimburse the Contractor for the additional expense incurred due to suspension of the work; provided, however, that this paragraph shall not be construed as entitling the Contractor to compensation for delays due to inclement weather, failure to furnish additional surety upon request of the Owner. Application for such compensation, with complete substantiating records, shall be filed with the Village of Lake Zurich within ten days after the date of order to resume work in order to receive consideration.
- d. Upon termination of the Contract by the Owner for a violation of the Contract, no further payments shall be due the Contractor until the work is completed. If the unpaid balance of the Contract amount shall exceed the cost of completing the work, the excess shall be paid to the Contractor. If the cost of completing the work shall exceed the unpaid balance, the Contractor shall pay the difference to the Owner. Costs incurred by the Owner in completing the work and damages sustained by the Owner through the Contractor's default shall be certified by the Village of Lake Zurich.

OWNERSHIP OF MATERIALS

All material and work covered by partial payments shall become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for all materials and work for which payments have been made, for the restoration of damaged work, or as a waiver of rights of the Owner to require the fulfillment of all the terms of the Contract.

CLEANING UP

The Contractor shall at all times keep the premises free from accumulations of waste material or rubbish caused by his employees or work, and at the completion of the work he shall remove all his rubbish, tools, scaffolding and surplus materials and shall leave his work "broom clean" or its equivalent, unless more exactly specified. In case of dispute, the Owner may remove the rubbish and charge the cost to the Contractor or withhold the payment due the Contractor for such cost incurred by the Village of Lake Zurich.

GOVERNING BODIES

All work herein proposed shall be completed in accordance with all requirements of any Jurisdictional Governmental Entity, and all such pertinent laws, directives, ordinances and the like shall be considered to be a part of these Specifications. If a discrepancy is noted between the Plans and Specifications and requirements of any Jurisdictional Governmental Entity, the Owner and/or the Contractor shall immediately notify the Village of Lake Zurich in writing.

Village of Lake Zurich
Landscape Maintenance Program

TRAFFIC CONTROL

The Contractor shall provide when required by any Jurisdictional Governmental Entity, all signs, equipment and personnel necessary to provide for safe and efficient flow in all areas where the work will interrupt, interfere or cause to change in any form, the conditions of traffic flow that existed prior to the commencement of any portions of the work. The Owner may, at his discretion, require the Contractor to furnish traffic control under these or other circumstances where in his opinion it is necessary for the protection of life and property. All signs, equipment, and personnel shall be in compliance with the latest edition of the Manual for Uniform Traffic Control Devices.

RESTORATION

Restoration of damage to public or private property outside the limits of this project and of all existing roads and rights-of-way and easements shall be completed in accordance with the applicable sections of the Standard Specifications for Road and Bridge Construction, Department of Transportation, State of Illinois, latest edition.

ROAD CLEANING

The Contractor shall maintain roadways adjoining the project site free from mud and debris at all times. If mud and/or debris is carried onto the roadways from vehicles entering onto the highway from either the Contractor's trucks, his employees' vehicles, or his material suppliers, the Contractor shall immediately remove said mud and/or debris.

WORKING HOURS AND DAYS

The work under the Contract Documents shall not be performed at night or on Sunday, or on Legal Holidays, without the approval of the Engineer and/or the Jurisdictional Governmental Entity. It is the intention of these Contract Documents that all labor connected with the work shall be performed during the hours between 7:00 AM and 7:00 PM Monday through Friday and between 8:00 AM and 5:00 PM on Saturday.

PARKING

The Contractor, his employees, and subcontractors may park on Village streets during work hours. Worker personal and work vehicles must only occupy one side of the street and must not impede traffic on the street or into any private driveways. No vehicles will be allowed to park in private driveways or parking lots.

Village of Lake Zurich
Landscape Maintenance Program

FORM OF PROPOSAL

TO: Village of Lake Zurich
70 East Main Street
Lake Zurich, Illinois 60047

FROM: Apex Landscaping, Inc.
CONTRACTOR
24414 N. Old McHenry Road

ADDRESS
Hawthorn Woods, IL 60047

CITY, STATE, ZIP CODE

847-847-1505

TELEPHONE NUMBER

Dorie K. Roth
CONTRACTOR'S CONTACT FOR THIS BID

dorie@apexlandscaping.com
E-MAIL

RECEIVED
JAN 28 2022
BY: DR

Having examined the Plans, Specifications, Instructions to Bidders, Form of Contract and having thoroughly examined the site and pertinent areas adjacent thereto, acknowledging the same to be accurate and complete insofar as pertinent details are concerned, we the undersigned agree to furnish all labor, materials, equipment, tools and services or whatever else is required for construction as enumerated below, all in accordance with Plans, Specifications and Contract Documents, and entitled:

Village of Lake Zurich
Landscape Maintenance Program

CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR
2022-2024 LANDSCAPE MAINTENANCE PROGRAM
LAKE ZURICH, ILLINOIS

The undersigned Bidder declares that he/they understands that where quantities are mentioned, they are approximate only, subject to increase or decrease that in such cases, Bidder will take in full payment therefore the amount of the summation of the actual quantities, as finally determined, multiplied by the unit price shown on the Schedule of Prices contained herein.

The undersigned further agrees that if the Owner decides to increase or decrease the improvements or otherwise alter it by extras, additions or deductions, including the elimination of any one or more of the items by the amount not to exceed twenty-five percent (25%) of the total money value of the original contract prices, Bidder will perform the work as altered, increased, or decreased at the contract unit prices. Furthermore, all such work and materials as do not appear in the Proposal or Contract as a specific item accompanied by a unit price, and which are not included under the bid price for other items in this Contract, shall be performed as extra work. Bidder will accept as full compensation therefore a fixed price negotiated with the Owner prior to performing extra work or at a unit price determined in the same manner.

The undersigned further agrees to execute a Contract for this work and present the same to the Owner within ten (10) calendar days after the date of written notice of the award of the Contract to him.

The undersigned further agrees that he will commence work not later than ten (10) calendar days after written notice to proceed and execution and approval of the Contract and the Contract Bond, unless otherwise provided, and will diligently prosecute the work in such manner and with such materials, equipment, and labor as will insure its completion within the time limit specified herein, it being understood and agreed that the completion within the time limit is an essential part of the Contract. In case of failure to complete the work within the time stated herein or within such extra time as may have been allowed by extensions, the undersigned agrees that the Owner shall withhold from such sums as may be due him under the terms of this Contract the costs (which costs shall be considered and treated not as a penalty but as damages due the Owner) of additional engineering and observation, maintenance of detours, interest, and other items have caused an expenditure of funds resulting from the failure of the undersigned to complete the work within the time specified in the contract.

Accompanying this Proposal is a bank draft, cashier's check, bid bond or certified check complying with the requirements of the Specifications, for 10% of the bid total, made payable to the Village of Lake Zurich.

The amount of the check or draft is: Bid Bond ATTACHMENT

 (Fill in Amount)
 Contractor to fill in Amount

Village of Lake Zurich
Landscape Maintenance Program

If this Proposal is accepted and the undersigned fails to execute a Contract as required herein, it is hereby agreed that the amount of the check or draft shall become the property of the Owner and shall be considered as payment of damages due to delay and other causes suffered by the Owner because of failure to execute said Contract or Contract Bond; upon the undersigned properly executing a contract and furnishing a Contract Bond, said check or draft shall be returned to the undersigned.

The undersigned submits herewith his schedule of prices covering the work to be performed under the Contract; he understands that he must show in the schedule the unit prices where applicable for which he proposes to perform each item of work; that the extension must be made by him and that if not so done, his Proposal may be rejected as irregular.

SUBMITTED:

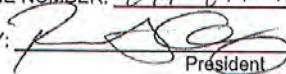
1/25/22
Date

Attest:

Secretary

CONTRACTOR: Apex LandscapingCORPORATE NAME: Apex Landscaping, Inc.BUSINESS ADDRESS: 24414 N. Old McHenry Road
Hawthorn Woods, IL 60047TELEPHONE NUMBER: 847-847-1505

SIGNED BY:


President

Village of Lake Zurich
Landscape Maintenance Program

CERTIFICATE OF COMPLIANCE
WITH ARTICLE 33E OF THE
CRIMINAL CODE OF 1961

The undersigned, Apex Landscaping Inc., being the Contractor submitting a bid for the public project as described in these bid documents, hereby certifies that the undersigned is not barred from bidding on the public contract as a result of a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, approved July 28, 1961, as amended.

Date: 1-27-22

Contractor: Apex Landscaping Inc.

By: Dorje K. Roth

Attest: Dorje K. Roth

Village of Lake Zurich
Landscape Maintenance ProgramNON-COLLUSION STATEMENT

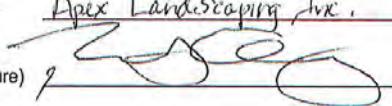
By submission of this Bid, the undersigned certifies, and in the case of a joint Bid, each party thereto certifies as to his own organization, that in connection with the Bid:

1. The prices in the Bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any manner relating to such prices with any other Bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in the Bid have not knowingly been disclosed by the Bidder, prior to opening, directly or indirectly to any other Bidder or to any competitor; and,
3. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition;
4. He is the person in the Bidder's organization responsible within that organization for the decision as to the prices being Bid but that he has been authorized to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to Paragraphs 1 through 3, above, and as their agent shall so certify; and shall also certify the he has not participated, and will not participate in any action contrary to Paragraphs 1 through 3 above.

COMPLIANCE WITH ARTICLE 33 OF THE CRIMINAL CODE OF 1961

I have completed the certificate included as part of this Bid Form regarding compliance with Article 33 of the Criminal code of 1961.

RESPECTFULLY SUBMITTED, signed and sealed this 28 day of January, 2022.

Contractor: Apex Landscaping Inc.


By (Signature) 

Title: President

Business
Address: 24414 N. Old McHenry

City/State: Hawthorn Woods, IL 60047

ATTEST:

Secretary: _____

| <u>Mow #</u> | <u>Bed Maint #</u> | <u>Location</u> | <u>Acreage</u> | <u>Cost Per Rotation</u> | <u>Rotations</u> | <u>Location Cost</u> | <u>Account</u> |
|--------------|--------------------|-----------------------------|----------------|--------------------------|------------------|----------------------|----------------|
| 1 | | Well #7 | 0.8348 | \$27 | 26 | \$695 | WATER |
| 2 | | Well #8 | 0.8496 | \$27 | 26 | \$702 | WATER |
| 3 | | Well #9 | 0.4058 | \$13 | 26 | \$338 | WATER |
| 4 | | Well #11 | 1.2605 | \$40 | 26 | \$1,040 | WATER |
| 5 | | Well #12 | 0.7359 | \$24 | 26 | \$624 | WATER |
| 6 | | Wicklow Lift Station | 0.2164 | \$7 | 26 | \$182 | WATER |
| 7 | | Quentin Lift Station | 1.9225 | \$62 | 26 | \$1,612 | WATER |
| 8 | | Fire Station 1 | 1.0093 | \$32 | 26 | \$832 | FIRE |
| 9 | | Legion Hall | 0.8309 | \$27 | 26 | \$702 | GS ROW |
| 10 | | Police Department | 2.4811 | \$79 | 26 | \$2,054 | POLICE |
| 11 | | Public Works | 0.7570 | \$24 | 26 | \$624 | GS ROW |
| 12 | | Village Hall | 0.4738 | \$15 | 26 | \$390 | GS ROW |
| 13 | | Braemar Parcel | 0.1148 | \$4 | 26 | \$104 | GS ROW |
| 14 | | Bristol Trails Parcel | 1.6288 | \$52 | 26 | \$1,352 | GS STORM |
| 15 | | Buesching Rd. ROW | 0.2797 | \$9 | 26 | \$234 | MFT |
| 16 | | Cedar Creek Parcel | 4.8233 | \$154 | 26 | \$4,004 | GS STORM |
| 17 | | Chasewood North Parcel | 1.2918 | \$41 | 26 | \$1,066 | GS ROW |
| 19 | | Deerpath Rd. Parcels | 0.8543 | \$27 | 26 | \$702 | GS STORM |
| 20 | | Deerpath Rd. ROW | 0.1010 | \$3 | 26 | \$78 | MFT |
| 21 | | Downtown Parcel | 0.4938 | \$16 | 26 | \$416 | GS ROW |
| 22 | | S. Country Ridge Island ROW | 0.7400 | \$24 | 26 | \$624 | MFT |
| 23 | | Foxmoor Ln. Parcel | 0.9142 | \$29 | 26 | \$754 | GS STORM |
| 24 | | Heatherleigh Parcel | 0.5997 | \$19 | 26 | \$494 | SSA |
| 25 | | Heights Parcel | 0.1078 | \$3 | 26 | \$78 | GS STORM |
| 26 | | Jalme Ln. Parcel | 0.0778 | \$2 | 26 | \$52 | GS ROW |
| 27 | | John Ct. ROW | 0.0233 | \$1 | 26 | \$26 | MFT |
| 28 | | Lions Dr. Parcel | 0.5003 | \$16 | 26 | \$416 | GS ROW |
| 29 | | Lorie Ln. ROW | 0.0586 | \$2 | 26 | \$52 | MFT |
| 30 | | Manchester ROW | 0.0395 | \$1 | 26 | \$26 | MFT |
| 31 | | Miller Rd. ROW | 0.0542 | \$2 | 26 | \$52 | MFT |
| 32 | | Mionske Parcel | 0.4396 | \$14 | 26 | \$364 | GS ROW |
| 33 | | N. Old Rand Rd. ROW | 0.1725 | \$6 | 26 | \$156 | MFT |
| 34 | | Old Mill Grove Parcel | 1.2729 | \$41 | 26 | \$1,066 | GS STORM |
| 35 | | Orchards Parcel | 0.3000 | \$10 | 26 | \$260 | GS STORM |
| 36 | | Partridge Ln. Parcel | 1.2569 | \$40 | 26 | \$1,040 | GS STORM |
| 37 | | Pheasant Ridge Parcel | 3.2440 | \$104 | 26 | \$2,704 | GS STORM |
| 39 | | Pleasant Parcel ROW | 0.2771 | \$9 | 26 | \$234 | MFT |
| 40 | | Promenade ROW | 0.3192 | \$10 | 26 | \$260 | MFT |
| 41 | | Quentin Rd. ROW | 0.4542 | \$15 | 26 | \$390 | MFT |
| 42 | | Rand Estates ROW | 0.0744 | \$2 | 26 | \$52 | MFT |
| 43 | | Rte 12 ROW | 0.1927 | \$6 | 26 | \$156 | MFT |
| 44 | | Rte 12 ROW | 0.4904 | \$16 | 26 | \$416 | MFT |
| 45 | | Rte 22 ROW | 0.2391 | \$8 | 26 | \$208 | MFT |
| 46 | | Rte. 22 Parcel | 0.4118 | \$13 | 26 | \$338 | MFT |
| 47 | | Rte 22 ROW | 0.4134 | \$13 | 26 | \$338 | MFT |

| | | | | | | | |
|-----|--|-------------------------|---------|-------|----|----------|----------|
| 48 | | S. Old Rand Rd. ROW | 0.1341 | \$4 | 26 | \$104 | MFT |
| 49 | | S. Old Rand Rd. ROW | 0.0968 | \$3 | 26 | \$78 | MFT |
| 50 | | Lexington Retention | 0.5276 | \$17 | 26 | \$442 | GS STORM |
| 51 | | Stanton Creek Parcel | 0.5476 | \$18 | 26 | \$468 | GS ROW |
| 52 | | Summit Rd. ROW | 0.0428 | \$1 | 26 | \$26 | MFT |
| 53 | | Surryse Retention | 2.6213 | \$84 | 26 | \$2,184 | GS STORM |
| 54 | | Tracie Dr. ROW | 0.1091 | \$3 | 26 | \$78 | MFT |
| 55 | | Vista Rd. Parcel | 2.0702 | \$66 | 26 | \$1,716 | GS STORM |
| 56 | | W. Main Parcel | 0.3917 | \$13 | 26 | \$338 | MFT |
| 57 | | Wicklow Parcel | 1.5977 | \$51 | 26 | \$1,326 | MFT |
| 58 | | Old Mill Grove Parcel | 0.0918 | \$3 | 26 | \$78 | MFT |
| 59 | | Main St ROW | 0.0000 | \$1 | 26 | \$26 | MFT |
| 60 | | Lakewood ROW | 0.0700 | \$2 | 26 | \$52 | MFT |
| 201 | | 351 Park | 3.7935 | \$121 | 26 | \$3,146 | GS PARK |
| 202 | | Betty Drive Park | 0.6161 | \$20 | 26 | \$520 | GS PARK |
| 203 | | Braemar Park | 3.8197 | \$122 | 26 | \$3,172 | GS PARK |
| 204 | | Bristol Trail Park | 6.4199 | \$205 | 26 | \$5,330 | GS PARK |
| 205 | | Buffalo Creek Park | 23.4400 | \$750 | 26 | \$19,500 | GS PARK |
| 206 | | Chestnut Corners Park | 12.8928 | \$413 | 26 | \$10,738 | GS PARK |
| 207 | | Countryside West Soccer | 3.2253 | \$103 | 26 | \$2,678 | GS PARK |
| 208 | | Heatherleigh Park | 1.5656 | \$50 | 26 | \$1,300 | SSA |
| 209 | | Jonquill Park | 0.6193 | \$20 | 26 | \$520 | GS PARK |
| 210 | | Kuechman Park | 1.3457 | \$43 | 26 | \$1,118 | GS PARK |
| 211 | | Manor Park | 7.3542 | \$235 | 26 | \$6,110 | GS PARK |
| 212 | | Oak Ridge Marsh Park | 0.1122 | \$4 | 26 | \$104 | GS PARK |
| 213 | | Old Mill Grove Park | 20.9078 | \$669 | 26 | \$17,394 | GS PARK |
| 214 | | Orchards Park | 2.3489 | \$75 | 26 | \$1,950 | GS PARK |
| 215 | | Paulus Park | 28.1701 | \$901 | 26 | \$23,426 | GS PARK |
| 216 | | Quail Run Park | 0.6404 | \$20 | 26 | \$520 | GS PARK |
| 217 | | Sandlewood Park | 0.2276 | \$7 | 26 | \$182 | GS PARK |
| 218 | | Sparrow Ridge Park | 3.3743 | \$108 | 26 | \$2,808 | GS PARK |
| 219 | | Warwick Park | 0.2230 | \$7 | 26 | \$182 | GS PARK |
| 220 | | Wicklow Park West | 0.5600 | \$18 | 26 | \$468 | GS PARK |
| 221 | | Zurites Park | 2.6399 | \$84 | 26 | \$2,184 | GS PARK |
| 222 | | Breezewald Park | 2.9670 | \$95 | 26 | \$2,470 | GS PARK |
| 223 | | Celebration Park | 0.1703 | \$5 | 26 | \$130 | GS PARK |
| 224 | | Grand Ave Park | 0.4579 | \$15 | 26 | \$390 | GS PARK |
| 225 | | John Ct Retention | 0.1148 | \$4 | 26 | \$104 | SSA |
| 236 | | Coventry Creek ROW | 1.1400 | \$36 | 26 | \$936 | SSA |
| 237 | | Sonoma Park | 1.4233 | \$46 | 26 | \$1,196 | GS PARK |
| 238 | | Bern Ct ROW | 0.0115 | \$1 | 26 | \$26 | GS ROW |
| 239 | | N Country Ridge Island | 0.0092 | \$1 | 26 | \$26 | MFT |
| 10A | | Police Department ROW | 0.0700 | \$2 | 26 | \$52 | MFT |
| 11A | | Public Works | 0.3270 | \$10 | 26 | \$260 | GS ROW |
| 11B | | Public Works ROW | 0.0600 | \$2 | 26 | \$52 | MFT |
| 12A | | Village Hall ROW | 0.0100 | \$1 | 26 | \$26 | MFT |
| 13A | | Braemar Parcel | 0.5263 | \$17 | 26 | \$442 | GS STORM |

| | | | | | | | |
|------|--|---------------------------|---------|-------|----|---------|----------|
| 13B | | Braemar ROW | 0.2033 | \$7 | 26 | \$182 | MFT |
| 15A | | Buesching Rd. ROW | 0.0894 | \$3 | 26 | \$78 | MFT |
| 15B | | Buesching Rd. ROW | 0.2527 | \$8 | 26 | \$208 | MFT |
| 15C | | Buesching Rd. ROW | 0.1343 | \$4 | 26 | \$104 | MFT |
| 15D | | Buesching Rd. ROW | 0.1328 | \$4 | 26 | \$104 | MFT |
| 15E | | Buesching Rd. ROW | 0.0922 | \$3 | 26 | \$78 | MFT |
| 15F | | Buesching Rd. ROW | 0.1537 | \$5 | 26 | \$130 | MFT |
| 15G | | Buesching Rd. ROW | 0.1032 | \$3 | 26 | \$78 | MFT |
| 16A | | Cedar Creek Parcel | 1.7228 | \$55 | 26 | \$1,430 | GS ROW |
| 16B | | Cedar Creek Parcel | 0.4001 | \$13 | 26 | \$338 | GS ROW |
| 16C | | Cedar Creek ROW | 0.2200 | \$7 | 26 | \$182 | MFT |
| 17A | | Chasewood North Parcel | 1.2596 | \$40 | 26 | \$1,040 | GS ROW |
| 17B | | Chasewood North ROW | 0.0274 | \$1 | 26 | \$26 | MFT |
| 17C | | Chasewood North ROW | 0.0584 | \$2 | 26 | \$52 | MFT |
| 17D | | Chasewood North ROW | 0.1401 | \$4 | 26 | \$104 | MFT |
| 18A | | Countryside West ROW | 0.1324 | \$4 | 26 | \$104 | MFT |
| 18B | | Countryside West ROW | 0.0215 | \$1 | 26 | \$26 | MFT |
| 18C | | Countryside West ROW | 0.0233 | \$1 | 26 | \$26 | MFT |
| 19A | | Deerpath Rd. Parcels | 2.2652 | \$72 | 26 | \$1,872 | GS STORM |
| 1A | | Well #7 ROW | 0.0400 | \$1 | 26 | \$26 | MFT |
| 202A | | Betty Drive Park ROW | 0.0300 | \$1 | 26 | \$26 | MFT |
| 203A | | Braemar Park ROW | 0.0700 | \$2 | 26 | \$52 | MFT |
| 204A | | Bristol Trail Park ROW | 0.1700 | \$5 | 26 | \$130 | MFT |
| 205A | | Buffalo Creek Soccer | 6.6450 | \$213 | 26 | \$5,538 | GS PARK |
| 205B | | Buffalo Creek Park ROW | 0.5600 | \$18 | 26 | \$468 | MFT |
| 206A | | Chestnut Corners Park ROW | 0.3100 | \$10 | 26 | \$260 | MFT |
| 207A | | Countryside West Park | 11.5897 | \$371 | 26 | \$9,646 | GS PARK |
| 207B | | Countryside West ROW | 0.4700 | \$15 | 26 | \$390 | MFT |
| 208A | | Heatherleigh Park ROW | 0.0808 | \$3 | 26 | \$78 | SSA |
| 209A | | Jonquill Park ROW | 0.0900 | \$3 | 26 | \$78 | MFT |
| 20A | | Deerpath Rd. ROW | 0.0444 | \$1 | 26 | \$26 | MFT |
| 20B | | Deerpath Rd. ROW | 0.1254 | \$4 | 26 | \$104 | MFT |
| 20C | | Deerpath Rd. ROW | 0.1914 | \$5 | 26 | \$156 | MFT |
| 20D | | Deerpath Rd. ROW | 0.0964 | \$3 | 26 | \$78 | MFT |
| 20E | | Deerpath Rd. ROW | 0.0413 | \$1 | 26 | \$26 | MFT |
| 20F | | Deerpath Rd. ROW | 0.0505 | \$2 | 26 | \$52 | MFT |
| 20G | | Deerpath Rd. ROW | 0.0582 | \$2 | 26 | \$52 | MFT |
| 20H | | Deerpath Rd. ROW | 0.1868 | \$6 | 26 | \$156 | MFT |
| 210A | | Kuechman Park | 0.4751 | \$15 | 26 | \$390 | GS PARK |
| 210B | | Kuechman Park | 1.5030 | \$48 | 26 | \$1,248 | GS PARK |
| 210C | | Kuechman Park ROW | 0.0200 | \$1 | 26 | \$26 | MFT |
| 211A | | Manor Park ROW | 0.1100 | \$4 | 26 | \$104 | MFT |
| 212A | | Oak Ridge Marsh Park ROW | 0.0400 | \$1 | 26 | \$26 | MFT |
| 213A | | Old Mill Grove Park ROW | 0.2900 | \$9 | 26 | \$234 | MFT |
| 215A | | Paulus Park ROW | 1.1700 | \$37 | 26 | \$962 | MFT |
| 216A | | Quail Run Park ROW | 0.7200 | \$23 | 26 | \$598 | MFT |
| 217A | | Sandlewood Park ROW | 0.0500 | \$2 | 26 | \$52 | MFT |

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|------|--|---------------------------|--------|-------|----|---------|----------|
| 218A | | Sparrow Ridge Park ROW | 0.0500 | \$2 | 26 | \$52 | MFT |
| 219A | | Warwick Park ROW | 0.0100 | \$1 | 26 | \$26 | MFT |
| 21A | | Downtown Parcel | 0.1729 | \$6 | 26 | \$156 | GS ROW |
| 21B | | Downtown Parcel | 0.4948 | \$16 | 26 | \$416 | GS ROW |
| 21C | | Downtown Parcel | 0.3215 | \$10 | 26 | \$260 | GS ROW |
| 21D | | Downtown Parcel | 0.1696 | \$5 | 26 | \$130 | GS ROW |
| 21E | | Downtown Parcel | 0.3903 | \$12 | 26 | \$312 | GS ROW |
| 21F | | Downtown Parcel | 0.5969 | \$19 | 26 | \$494 | GS ROW |
| 21G | | Downtown Parcel | 0.1033 | \$3 | 26 | \$78 | GS ROW |
| 21H | | Downtown Parcel | 0.0500 | \$2 | 0 | \$0 | GS ROW |
| 21H | | Downtown ROW | 0.1400 | \$4 | 26 | \$104 | MFT |
| 220A | | Wicklow East and Soccer | 4.8131 | \$154 | 26 | \$4,004 | GS PARK |
| 220A | | Wicklow Park ROW | 0.0500 | \$2 | 26 | \$52 | MFT |
| 221A | | Zurites ROW | 0.1600 | \$5 | 26 | \$130 | MFT |
| 222A | | Breezewald Park ROW | 0.2200 | \$7 | 26 | \$182 | MFT |
| 22A | | Turite Pond Island ROW | 0.4000 | \$13 | 26 | \$338 | MFT |
| 236A | | Coventry Creek ROW | 0.2500 | \$8 | 26 | \$208 | SSA |
| 236B | | Coventry Creek ROW | 1.1200 | \$36 | 26 | \$936 | SSA |
| 23A | | Foxmoor Ln. ROW | 0.0100 | \$1 | 26 | \$26 | MFT |
| 24A | | Heatherleigh Parcel | 0.1971 | \$6 | 26 | \$156 | SSA |
| 24B | | Heatherleigh Parcel | 0.1735 | \$6 | 26 | \$156 | SSA |
| 24C | | Heatherleigh Parcel | 0.1907 | \$6 | 26 | \$156 | SSA |
| 24D | | Heatherleigh ROW | 0.0843 | \$3 | 26 | \$78 | SSA |
| 24E | | Heatherleigh ROW | 0.0147 | \$0 | 26 | \$0 | SSA |
| 25A | | Heights Parcel | 0.7019 | \$22 | 26 | \$572 | GS STORM |
| 25B | | Heights ROW | 0.2705 | \$9 | 26 | \$234 | MFT |
| 25C | | Heights ROW | 0.0189 | \$1 | 26 | \$26 | MFT |
| 26A | | Jaime Ln. Parcel | 0.4182 | \$13 | 26 | \$338 | GS ROW |
| 27A | | John Ct. ROW | 0.1181 | \$4 | 26 | \$104 | MFT |
| 28A | | Lions Dr. ROW | 0.1047 | \$3 | 26 | \$78 | MFT |
| 28B | | Lions Dr. ROW | 0.2678 | \$9 | 26 | \$234 | MFT |
| 29A | | Lorie Ln. ROW | 0.0305 | \$1 | 26 | \$26 | MFT |
| 2A | | Well #8 ROW | 0.0400 | \$1 | 26 | \$26 | MFT |
| 30A | | Manchester ROW | 0.0244 | \$1 | 26 | \$26 | MFT |
| 31A | | Miller Rd. ROW | 0.1269 | \$4 | 26 | \$104 | MFT |
| 31B | | Miller Rd. ROW | 0.1025 | \$3 | 26 | \$78 | MFT |
| 31C | | Miller Rd. ROW | 0.0534 | \$2 | 26 | \$52 | MFT |
| 31D | | Miller Rd. ROW | 0.0792 | \$3 | 26 | \$78 | MFT |
| 32A | | Mionski Pond ROW | 0.2800 | \$9 | 26 | \$234 | MFT |
| 33A | | N. Old Rand Rd. ROW | 0.1027 | \$3 | 26 | \$78 | MFT |
| 34A | | Meadowbrook ROW | 0.4600 | \$15 | 26 | \$390 | MFT |
| 34B | | Red Bridge ROW | 0.3600 | \$12 | 26 | \$312 | MFT |
| 34C | | Burr Oak ROW | 0.4800 | \$15 | 26 | \$390 | MFT |
| 35A | | Orchards ROW | 0.0681 | \$2 | 26 | \$52 | MFT |
| 37A | | Pheasant Ridge Island ROW | 0.1500 | \$5 | 26 | \$130 | MFT |
| 37B | | Pheasant Ridge Island ROW | 0.1500 | \$5 | 26 | \$130 | MFT |
| 37C | | E. Pheasant Ridge ROW | 0.1500 | \$5 | 26 | \$130 | MFT |

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|-----|--|---------------------|--------|------|----|-------|-----|
| 39A | | Pleasant Parcel ROW | 0.1597 | \$5 | 26 | \$130 | MFT |
| 39B | | South Pleasant ROW | 0.3800 | \$12 | 26 | \$312 | MFT |
| 3A | | Well #9 ROW | 0.1400 | \$4 | 26 | \$104 | MFT |
| 42A | | Rand Estates ROW | 0.1113 | \$4 | 26 | \$104 | MFT |
| 43A | | Rte 12 ROW | 0.2235 | \$7 | 26 | \$182 | MFT |
| 43B | | Rte 12 ROW | 0.0674 | \$2 | 26 | \$52 | MFT |
| 43C | | Rte 12 ROW | 0.2253 | \$7 | 26 | \$182 | MFT |
| 43D | | Rte 12 ROW | 0.1877 | \$6 | 26 | \$156 | MFT |
| 43E | | Rte 12 ROW | 0.0946 | \$3 | 26 | \$78 | MFT |
| 43F | | Rte 12 ROW | 0.1436 | \$5 | 26 | \$130 | MFT |
| 43G | | Rte 12 ROW | 0.0817 | \$3 | 26 | \$78 | MFT |
| 43H | | Rte 12 ROW | 0.0424 | \$1 | 26 | \$26 | MFT |
| 43I | | Rte 12 ROW | 0.0454 | \$1 | 26 | \$26 | MFT |
| 43J | | Rte 12 ROW | 0.0422 | \$1 | 26 | \$26 | MFT |
| 43K | | Rte 12 ROW | 0.0430 | \$1 | 26 | \$26 | MFT |
| 43L | | Rte 12 ROW | 0.0424 | \$1 | 26 | \$26 | MFT |
| 43M | | Rte 12 ROW | 0.1074 | \$3 | 26 | \$78 | MFT |
| 43N | | Rte 12 ROW | 0.0806 | \$3 | 26 | \$78 | MFT |
| 43O | | Rte 12 ROW | 0.1214 | \$4 | 26 | \$104 | MFT |
| 43P | | Rte 12 ROW | 0.1947 | \$6 | 26 | \$156 | MFT |
| 43Q | | Rte 12 ROW | 0.0371 | \$1 | 26 | \$26 | MFT |
| 43R | | Rte 12 ROW | 0.1319 | \$4 | 26 | \$104 | MFT |
| 43S | | Rte 12 ROW | 0.0281 | \$1 | 26 | \$26 | MFT |
| 43T | | Rte 12 ROW | 0.0184 | \$1 | 26 | \$26 | MFT |
| 43U | | Rte 12 ROW | 0.0100 | \$1 | 26 | \$26 | MFT |
| 43V | | Rte 12 ROW | 0.0100 | \$1 | 26 | \$26 | MFT |
| 43W | | Rte 12 ROW | 0.0100 | \$1 | 26 | \$26 | MFT |
| 43X | | Rte 12 ROW | 0.0100 | \$1 | 26 | \$26 | MFT |
| 43Y | | Rte 12 ROW | 0.0100 | \$1 | 26 | \$26 | MFT |
| 44A | | Rte 12 ROW | 0.5398 | \$17 | 26 | \$442 | MFT |
| 44B | | Rte 12 ROW | 0.2560 | \$8 | 26 | \$208 | MFT |
| 44C | | Rte 12 ROW | 0.3003 | \$10 | 26 | \$260 | MFT |
| 44D | | Rte 12 ROW | 0.2444 | \$8 | 26 | \$208 | MFT |
| 44E | | Rte 12 ROW | 0.0472 | \$2 | 26 | \$52 | MFT |
| 44F | | Rte 12 ROW | 0.3574 | \$11 | 26 | \$286 | MFT |
| 44G | | Rte 12 ROW | 0.2132 | \$7 | 26 | \$182 | MFT |
| 44H | | Rte 12 ROW | 0.2171 | \$7 | 26 | \$182 | MFT |
| 44I | | Rte 12 ROW | 0.2288 | \$7 | 26 | \$182 | MFT |
| 44J | | Rte 12 ROW | 0.0556 | \$2 | 26 | \$52 | MFT |
| 44K | | Rte 12 ROW | 0.1032 | \$3 | 26 | \$78 | MFT |
| 44L | | Rte 12 ROW | 0.1640 | \$5 | 26 | \$130 | MFT |
| 44M | | Rte 12 ROW | 0.0367 | \$1 | 26 | \$26 | MFT |
| 45A | | Rte 22 ROW | 0.4556 | \$15 | 26 | \$390 | MFT |
| 45B | | Rte 22 ROW | 0.2342 | \$7 | 26 | \$182 | MFT |
| 45C | | Rte 22 ROW | 0.4500 | \$14 | 26 | \$364 | MFT |
| 45D | | Rte 22 ROW | 0.1286 | \$4 | 26 | \$104 | MFT |
| 45E | | Rte 22 ROW | 0.1745 | \$6 | 26 | \$156 | MFT |

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|-----|--|--------------------------|--------|------|----|-------|--------|
| 46A | | Rte. 22 Parcel | 0.1803 | \$6 | 26 | \$156 | MFT |
| 47A | | Rte 22 ROW | 0.1785 | \$6 | 26 | \$156 | MFT |
| 47B | | Rte 22 ROW | 0.1892 | \$6 | 26 | \$156 | MFT |
| 47C | | Rte 22 ROW | 0.0995 | \$3 | 26 | \$78 | MFT |
| 47D | | Rte 22 ROW | 0.1545 | \$5 | 26 | \$130 | MFT |
| 47E | | Rte 22 ROW | 0.1972 | \$6 | 26 | \$156 | MFT |
| 47F | | Rte 22 ROW | 0.2665 | \$9 | 26 | \$234 | MFT |
| 47G | | Rte 22 ROW | 0.1163 | \$4 | 26 | \$104 | MFT |
| 47H | | Rte 22 ROW | 0.0657 | \$2 | 26 | \$52 | MFT |
| 47I | | Rte 22 ROW | 0.0643 | \$2 | 26 | \$52 | MFT |
| 47J | | Rte 22 ROW | 0.3721 | \$12 | 26 | \$312 | MFT |
| 47K | | Rte 22 ROW | 0.0830 | \$3 | 26 | \$78 | MFT |
| 47L | | Rte 22 ROW | 0.2529 | \$8 | 26 | \$208 | MFT |
| 47M | | Rte 22 ROW | 0.0786 | \$3 | 26 | \$78 | MFT |
| 47N | | Rte 22 ROW | 0.1780 | \$6 | 26 | \$156 | MFT |
| 48A | | S. Old Rand Rd. ROW | 0.1433 | \$5 | 26 | \$130 | MFT |
| 49A | | S. Old Rand Rd. ROW | 0.0896 | \$3 | 26 | \$78 | MFT |
| 49B | | S. Old Rand Rd. ROW | 0.3491 | \$11 | 26 | \$286 | MFT |
| 49C | | S. Old Rand Rd. ROW | 0.0942 | \$3 | 26 | \$78 | MFT |
| 49D | | S. Old Rand Rd. ROW | 0.1074 | \$3 | 26 | \$78 | MFT |
| 49E | | S. Old Rand Rd. ROW | 0.2187 | \$7 | 26 | \$182 | MFT |
| 49F | | S. Old Rand Rd. ROW | 0.0961 | \$3 | 26 | \$78 | MFT |
| 49G | | S. Old Rand Rd. ROW | 0.0779 | \$2 | 26 | \$52 | MFT |
| 49H | | S. Old Rand Rd. ROW | 0.2321 | \$7 | 26 | \$182 | MFT |
| 49I | | S. Old Rand Rd. ROW | 0.1434 | \$5 | 26 | \$130 | MFT |
| 49J | | S. Old Rand Rd. ROW | 0.1991 | \$6 | 26 | \$156 | MFT |
| 4A | | Well #11 ROW | 0.3100 | \$10 | 26 | \$260 | MFT |
| 50A | | Sparrow Ridge Parcel ROW | 0.3064 | \$10 | 26 | \$260 | MFT |
| 50B | | Sparrow Ridge Parcel ROW | 0.3025 | \$10 | 26 | \$260 | MFT |
| 50C | | Sparrow Ridge Parcel ROW | 0.3568 | \$11 | 26 | \$286 | MFT |
| 50D | | Sparrow Ridge Parcel ROW | 0.2385 | \$8 | 26 | \$208 | MFT |
| 50E | | Sparrow Ridge Parcel ROW | 0.4126 | \$13 | 26 | \$338 | MFT |
| 50F | | Sparrow Ridge Parcel ROW | 0.3337 | \$11 | 26 | \$286 | MFT |
| 50G | | Sparrow Ridge Parcel ROW | 0.3321 | \$1 | 26 | \$26 | MFT |
| 50H | | Sparrow Ridge Parcel ROW | 0.2186 | \$7 | 26 | \$182 | MFT |
| 50I | | Sparrow Ridge Parcel ROW | 0.1411 | \$5 | 26 | \$130 | MFT |
| 50J | | Sparrow Ridge Parcel ROW | 0.1115 | \$4 | 26 | \$104 | MFT |
| 50K | | Sparrow Ridge Parcel ROW | 0.2525 | \$8 | 26 | \$208 | MFT |
| 50L | | Sparrow Ridge Parcel ROW | 0.3669 | \$12 | 26 | \$312 | MFT |
| 51A | | Stanton Creek Parcel | 0.4296 | \$14 | 26 | \$364 | GS ROW |
| 51B | | Stanton ROW | 0.0100 | \$1 | 26 | \$26 | MFT |
| 52A | | Summit Rd. ROW | 0.1043 | \$3 | 26 | \$78 | MFT |
| 53A | | Surrye Island ROW | 0.4767 | \$15 | 26 | \$390 | GS ROW |
| 53B | | Surrye Island ROW | 0.4704 | \$15 | 26 | \$390 | GS ROW |
| 55A | | Vista Rd. ROW | 0.0314 | \$1 | 26 | \$26 | MFT |
| 56A | | W. Main Parcel | 0.2121 | \$7 | 26 | \$182 | MFT |
| 56B | | W. Main ROW | 0.0957 | \$3 | 26 | \$78 | MFT |

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|-----|--|------------------------|---------|-------|----|------------|---------|
| 56C | | W. Main ROW | 0.2422 | \$8 | 26 | \$208 | MFT |
| 56D | | W. Main ROW | 0.0404 | \$1 | 26 | \$26 | MFT |
| 56E | | W. Main ROW | 0.1091 | \$3 | 26 | \$78 | MFT |
| 56F | | W. Main ROW | 0.0505 | \$2 | 26 | \$52 | MFT |
| 56G | | W. Main ROW | 0.0588 | \$2 | 26 | \$52 | MFT |
| 57A | | WestBerry | 0.0230 | \$1 | 26 | \$26 | MFT |
| 57B | | Wicklow ROW | 0.1137 | \$4 | 26 | \$104 | MFT |
| 57C | | Wicklow ROW | 0.0786 | \$3 | 26 | \$78 | MFT |
| 57D | | Wicklow ROW | 0.0711 | \$2 | 26 | \$52 | MFT |
| 57E | | Wicklow ROW | 0.2075 | \$7 | 26 | \$182 | MFT |
| 57F | | Wicklow ROW | 0.1811 | \$6 | 26 | \$156 | MFT |
| 57G | | Wicklow ROW | 0.0312 | \$1 | 26 | \$26 | MFT |
| 57H | | Wicklow ROW | 0.1056 | \$3 | 26 | \$78 | MFT |
| 57I | | Wicklow ROW | 0.0200 | \$1 | 26 | \$26 | MFT |
| 58A | | Old Mill Grove Parcel | 0.1607 | \$5 | 26 | \$130 | MFT |
| 58B | | Old Mill Grove Parcel | 0.0918 | \$3 | 26 | \$78 | MFT |
| 58C | | N. Old Rand Rd. ROW | 0.0738 | \$2 | 26 | \$52 | MFT |
| 58D | | N. Old Rand Rd. ROW | 0.1286 | \$4 | 26 | \$104 | MFT |
| 58E | | Briarwood ROW | 0.1837 | \$6 | 26 | \$156 | MFT |
| 58F | | Briarwood ROW | 0.1240 | \$4 | 26 | \$104 | MFT |
| 5A | | Well #12 ROW | 0.0700 | \$2 | 26 | \$52 | MFT |
| 60A | | Lakewood ROW | 0.0300 | \$1 | 26 | \$26 | MFT |
| 61A | | Quentin Rd. ROW | 0.2100 | \$7 | 26 | \$182 | MFT |
| 61B | | Quentin Rd. ROW Median | 0.2100 | \$7 | 26 | \$182 | MFT |
| 61C | | Quentin Rd. ROW | 0.0900 | \$3 | 26 | \$78 | MFT |
| 61D | | Quentin Rd. ROW | 0.4500 | \$14 | 26 | \$364 | MFT |
| 61E | | Quentin Rd. ROW Median | 0.2500 | \$8 | 26 | \$208 | MFT |
| 61F | | Quentin Rd. ROW Median | 0.3200 | \$10 | 26 | \$260 | MFT |
| 61G | | Quentin Rd. ROW Median | 0.1400 | \$4 | 26 | \$104 | MFT |
| 61H | | Quentin Rd. ROW | 0.0700 | \$2 | 26 | \$52 | MFT |
| 61I | | Quentin Rd. ROW Median | 0.0600 | \$2 | 26 | \$52 | MFT |
| 6A | | Wicklow Lift ROW | 0.0500 | \$2 | 26 | \$52 | MFT |
| 8A | | Fire Station 1 Row | 0.0300 | \$1 | 26 | \$25 | MFT |
| 9A | | Legion Hall ROW | 0.0300 | \$1 | 26 | \$26 | MFT |
| 8 | | Fire Station 1 | 1.0093 | \$8 | 13 | \$104.00 | FIRE |
| 201 | | 351 Park | 3.7935 | \$57 | 13 | \$741.00 | GS PARK |
| 203 | | Braemar Park | 3.8197 | \$57 | 13 | \$741.00 | GS PARK |
| 204 | | Bristol Trail Park | 6.4199 | \$48 | 13 | \$624.00 | GS PARK |
| 205 | | Buffalo Creek Park | 23.4400 | \$10 | 13 | \$130.00 | GS PARK |
| 206 | | Chestnut Corners Park | 12.8928 | \$10 | 13 | \$130.00 | GS PARK |
| 207 | | Countryside West Park | 11.5897 | \$10 | 13 | \$130.00 | GS PARK |
| 208 | | Heatherleigh Park | 1.5656 | \$10 | 13 | \$130.00 | GS PARK |
| 209 | | Jonquil Park | 0.6193 | \$19 | 13 | \$247.00 | GS PARK |
| 211 | | Manor Park | 7.3542 | \$10 | 13 | \$130.00 | GS PARK |
| 213 | | Old Mill Grove Park | 20.9078 | \$19 | 13 | \$247.00 | GS PARK |
| 214 | | Orchards Park | 2.3489 | \$19 | 13 | \$247.00 | GS PARK |
| 215 | | Paulus Park | 28.1701 | \$266 | 13 | \$3,458.00 | GS PARK |

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|--|-----|-------------------------|--------|------|----|----------|---------|
| | 216 | Quail Run Park | 0.6404 | \$10 | 13 | \$130.00 | GS PARK |
| | 217 | Sandlewood Park | 0.2276 | \$19 | 13 | \$247.00 | GS PARK |
| | 218 | Sparrow Ridge Park | 3.3743 | \$36 | 13 | \$468.00 | GS PARK |
| | 219 | Warwick Park | 0.2230 | \$19 | 13 | \$247.00 | GS PARK |
| | 220 | Wicklow East and Soccer | 4.8131 | \$38 | 13 | \$494.00 | GS PARK |
| | 220 | Wicklow Park West | 0.5600 | \$19 | 13 | \$247.00 | GS PARK |
| | 221 | Zurites Park | 2.6399 | \$10 | 13 | \$130.00 | GS PARK |
| | 222 | Breezewald Park | 2.9670 | \$48 | 13 | \$624.00 | GS PARK |
| | 223 | Celebration Park | 0.1703 | \$10 | 13 | \$130.00 | GS PARK |
| | 237 | Sonoma Park | 1.4233 | \$19 | 13 | \$247.00 | GS PARK |
| | 11 | Public Works | 0.3270 | \$38 | 13 | \$494.00 | GS ROW |
| | 11 | Public Works | 0.7570 | \$38 | 13 | \$494.00 | GS ROW |
| | 12 | Village Hall | 0.4738 | \$38 | 13 | \$494.00 | GS ROW |
| | 9 | Legion Hall | 0.8309 | \$38 | 13 | \$494.00 | GS ROW |
| | 38 | West Pheasant Ridge ROW | 0.0275 | \$19 | 13 | \$247.00 | MFT |
| | 40 | Promenade ROW | 0.3192 | \$19 | 13 | \$247.00 | MFT |
| | 10 | Police Department | 2.4811 | \$38 | 13 | \$494.00 | POLICE |

Grand Total dhr \$8,744 \$214,297

TOTAL BID AMOUNT

\$ 214,297 dhr

BY Dorie K. Roth Print Name Dorie K. Roth
 Authorized Signature

Firm Apex Landscaping, Inc.

Address 24414 N. Old Military Road City/State/Zip Hawthorn Woods, IL

Phone (847) 847-1565 Fax

Email Address dorie@apexlandscaping.com

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|-----|-------------------------|--------|------|----|----------|---------|
| 216 | Quail Run Park | 0.6404 | \$10 | 13 | \$130.00 | GS PARK |
| 217 | Sandlewood Park | 0.2276 | \$19 | 13 | \$247.00 | GS PARK |
| 218 | Sparrow Ridge Park | 3.3743 | \$36 | 13 | \$468.00 | GS PARK |
| 219 | Warwick Park | 0.2230 | \$19 | 13 | \$247.00 | GS PARK |
| 220 | Wicklow East and Soccer | 4.8131 | \$38 | 13 | \$494.00 | GS PARK |
| 220 | Wicklow Park West | 0.5600 | \$19 | 13 | \$247.00 | GS PARK |
| 221 | Zurites Park | 2.6399 | \$10 | 13 | \$130.00 | GS PARK |
| 222 | Breezewald Park | 2.9670 | \$48 | 13 | \$624.00 | GS PARK |
| 223 | Celebration Park | 0.1703 | \$10 | 13 | \$130.00 | GS PARK |
| 237 | Sonoma Park | 1.4233 | \$19 | 13 | \$247.00 | GS PARK |
| 11 | Public Works | 0.3270 | \$38 | 13 | \$494.00 | GS ROW |
| 11 | Public Works | 0.7570 | \$38 | 13 | \$494.00 | GS ROW |
| 12 | Village Hall | 0.4738 | \$38 | 13 | \$494.00 | GS ROW |
| 9 | Legion Hall | 0.8309 | \$38 | 13 | \$494.00 | GS ROW |
| 38 | West Pheasant Ridge ROW | 0.0275 | \$19 | 13 | \$247.00 | MFT |
| 40 | Promenade ROW | 0.3192 | \$19 | 13 | \$247.00 | MFT |
| 10 | Police Department | 2.4811 | \$38 | 13 | \$494.00 | POLICE |

Grand Total **\$8,744** **\$214,297**

\$642,891

Dorle Roth
1/31/22

TOTAL BID AMOUNT

By: Dorle K. Roth Print Name Dorle K. Roth
 Authorized Signature
 Firm Apex Landscaping, Inc.
 Address 24414 N. Old McHenry Road Hathorn Woods, IL 60047
 Phone 847-847-1505
 Email Address dorie@apexlandscaping.com

Village of Lake Zurich
2022-2024 Landscape Maintenance Program

FORM OF CONTRACT

1. This Agreement made and concluded this 23rd day of February, 2022, between the Village of Lake Zurich, acting by and through its President and Board of Trustees, known as the party of the first part and Apex Landscaping Inc. his/their executors, administrators, successors, or assigns, known as the party of the second part.

2. WITNESSETH: That for and in consideration of the payment and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring to these presents, the party of the second part agrees with said party of the first part at his/their own proper cost and expense to furnish all labor, equipment, supplies and materials necessary to complete the work in accordance with the Plans and Specifications hereinafter described and in full compliance with all the terms and conditions of this Agreement.

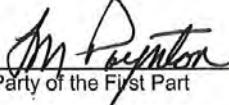
3. And it is also understood and agreed that the Schedule of Prices, Notice to Bidder, Proposal, and Contractor Certifications hereto attached and the Plans and Specifications titled:

CONTRACT DOCUMENTS AND SPECIFICATIONS
FOR
2022-2024 LANDSCAPE MAINTENANCE PROGRAM
LAKE ZURICH, ILLINOIS

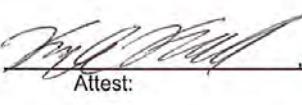
and DATED: February 23, 2022

Are all essential documents of this Contract and are a part thereof.

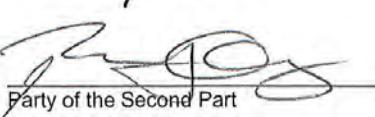
4. IN WITNESS THEREOF, the said parties have executed these presents on the date above mentioned.



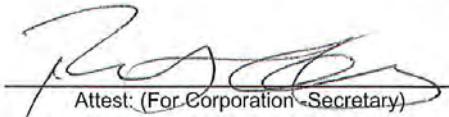
, Mayor
Party of the First Part



. Village Clerk Dated: / /
Attest:



, Attest:
Party of the Second Part



Attest: (For Corporation Secretary)

Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

BID BOND

The American Institute of Architects,
AIA® Document A310™ (2010 Edition)

CONTRACTOR:

(Name, legal status and address)

Apex Landscaping, Inc.
24414 North Old McHenry Road
Hawthorn Woods, IL 60047

SURETY:

(Name, legal status and principal place of business)

Selective Insurance Company of America
40 Wantage Avenue
Branchville, NJ 07890

Bond No. B 1256775

ADDITIONS AND DELETIONS:

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

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

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

OWNER:

(Name, legal status and address)

Village of Lake Zurich
70 E. Main St
Lake Zurich, IL 60047

BOND AMOUNT:

10 % Percent of the Total Bid Amount

PROJECT:

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

Mowing & Bed Maintenance

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

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

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

Signed and sealed this 28th day of January, 2022

Steve K. Reith
(Witness)

W
(Witness)
(5/20)



Apex Landscaping, Inc.
(Contractor as Principal) (Seal)
J. Reith
(Title)
Selective Insurance Company of America
(Surety) (Seal)
Cathie M. Demitropoulos
(Title) Cathie M Demitropoulos, Attorney-in-Fact

A310-2010 1



Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

Bond No. B 1256775

POWER OF ATTORNEY

SELECTIVE INSURANCE COMPANY OF AMERICA, a New Jersey corporation having its principal office at 40 Wantage Avenue, in Branchville, State of New Jersey ("SICA"), pursuant to Article VII, Section 1 of its By-Laws, which state in pertinent part:

The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

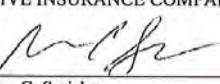
does hereby appoint **Cathie M Demitropoulos**

, its true and lawful attorney(s)-in-fact, full authority to execute on SICA's behalf fidelity and surety bonds or undertakings and other documents of a similar character issued by SICA in the course of its business, and to bind SICA thereby as fully as if such instruments had been duly executed by SICA's regularly elected officers at its principal office, in amounts or penalties not exceeding the sum of: **\$1,050,000.00**

Signed this 28th day of January, 2022

CERTIFIED COPY

SELECTIVE INSURANCE COMPANY OF AMERICA

By: 
Brian C. Sarisky
Its SVP, Strategic Business Units, Commercial Lines



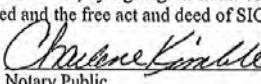
STATE OF NEW JERSEY :

iss. Branchville

COUNTY OF SUSSEX :

On this 28th day of January, 2022 before me, the undersigned officer, personally appeared Brian C. Sarisky, who acknowledged himself to be the Sr. Vice President of SICA, and that he, as such Sr. Vice President, being duly authorized to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Sr. Vice President and that the same was his free act and deed and the free act and deed of SICA. 

| |
|------------------------------|
| Charlene Kimble |
| NOTARY PUBLIC |
| STATE OF NEW JERSEY |
| ID # N/A |
| MY COMMISSION EXPIRES 6/2/26 |


Charlene Kimble
Notary Public



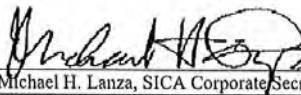
The power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of SICA at a meeting duly called and held on the 6th of February 1987, to wit:

"RESOLVED, the Board of Directors of Selective Insurance Company of America authorizes and approves the use of a facsimile corporate seal, facsimile signatures of corporate officers and notarial acknowledgements thereof on powers of attorney for the execution of bonds, recognizances, contracts of indemnity and other writing obligatory in the nature of a bond, recognizance or conditional undertaking."

CERTIFICATION

I do hereby certify as SICA's Corporate Secretary that the foregoing extract of SICA's By-Laws and Resolution are in full force and effect and this Power of Attorney issued pursuant to and in accordance with the By-Laws is valid.

Signed this 28th day of January, 2022.


Michael H. Lanza, SICA Corporate Secretary



Important Notice: If the bond number embedded within the Notary Seal does not match the number in the upper right-hand corner of this Power of Attorney, contact us at 973-948-3000.

B91 (4-14)



Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000
Bond No. B 1256775

STATEMENT OF FINANCIAL CONDITION

Public Bid

I hereby certify that the following information is contained in the Annual Statement of Selective Insurance Company of America ("SICA") to the New Jersey Department of Banking and Insurance as of December 31, 2020:

| <u>ADMITTED ASSETS</u> (in thousands) | | <u>LIABILITIES AND SURPLUS</u> (in thousands) | |
|--|------------------|--|------------------|
| Bonds | \$1,855,333 | Reserve for losses and loss expenses | \$1,177,906 |
| Preferred stocks at convention value | 15,987 | Reserve for unearned premiums | 463,277 |
| Common stocks at convention values | 99,311 | Provision for unauthorized reinsurance | 918 |
| Subsidiary common stock at convention values | 0 | Commissions payable and contingent commissions | 33,303 |
| Short-term investments | 96,406 | Other accrued expenses | 29,157 |
| Mortgage loans on real estate (including collateral loans) | 58,676 | Other liabilities | 396,327 |
| Other invested assets | 129,613 | Total liabilities | 2,100,888 |
| Interest and dividends due or accrued | 14,867 | | |
| Premiums receivable | 415,446 | Surplus as regards policyholders | 739,406 |
| Other admitted assets | 154,655 | | |
| Total admitted assets | <u>2,840,294</u> | Total liabilities and surplus as regards policyholders | <u>2,840,294</u> |

I further certify that the following is a true and exact excerpt from Article VII, Section 1 of the By-Laws of SICA, which is still valid and existing.

The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

IN WITNESS WHEREOF, I hereunto subscribe my name and affix the seal of SICA, this 31st day of March, 2021.


Michael H. Lanza
SICA Corporate Secretary

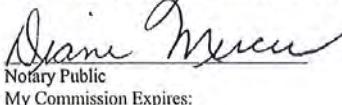


STATE OF NEW JERSEY :
ss. Branchville
COUNTY OF SUSSEX :

On this 31st day of March 2021, before me, the undersigned officer, personally appeared Michael H. Lanza, who acknowledged himself to be the Corporate Secretary of SICA, and that he, as such Corporate Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Corporate Secretary.

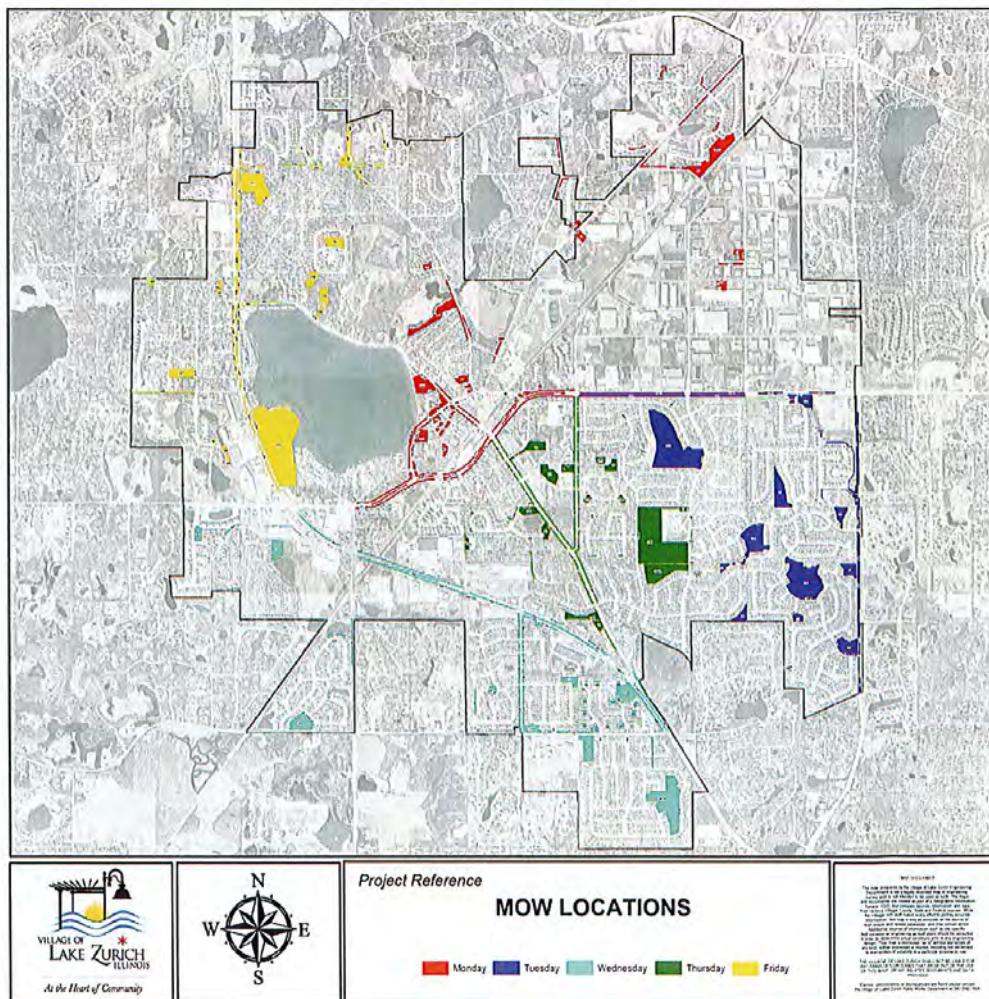


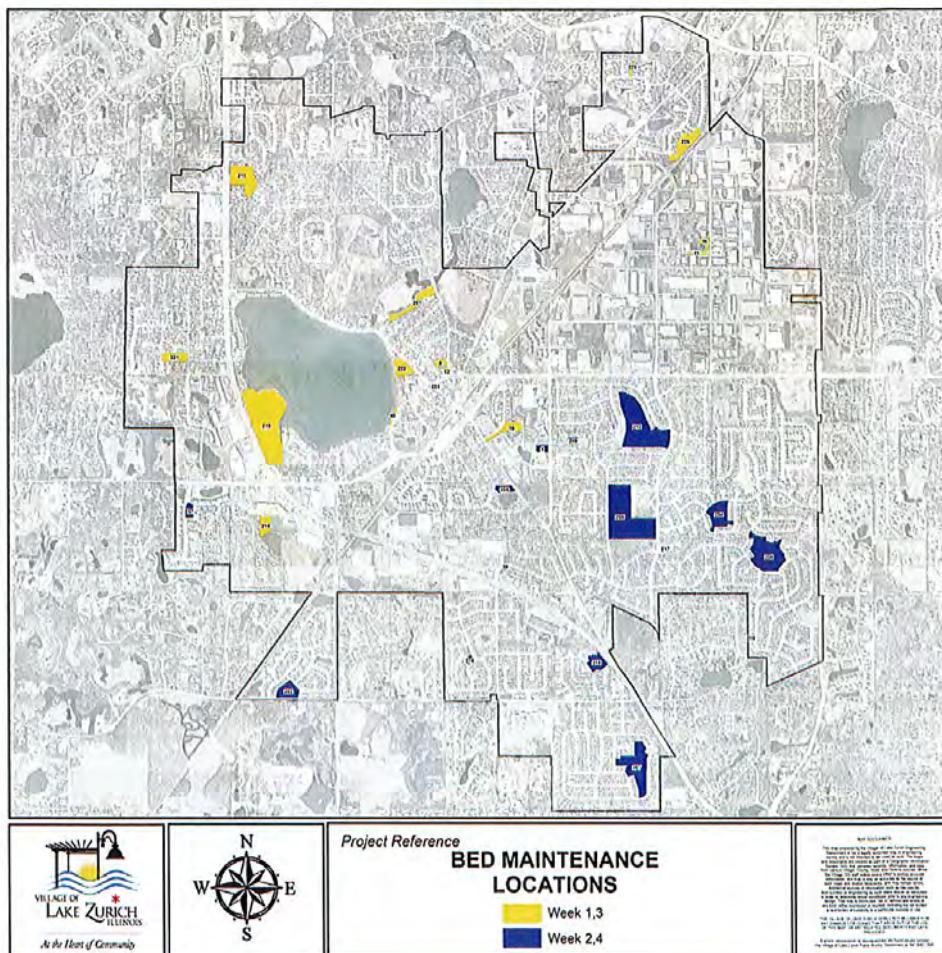
DIANE MERCER
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES FEB. 17, 2022


Diane Mercer
Notary Public
My Commission Expires:

Village of Lake Zurich Landscape Maintenance Program

APPENDIX "A"



Village of Lake Zurich
Landscape Maintenance Program

BID: 2022 - 2024 LANDSCAPE MAINT. PROGRAM

Due: January 28, 2022 10:00 a.m.

| BIDDER | BID AMOUNT | BOND |
|---|---------------------|---------------------------------------|
| Sebert Landscape 955 Biesterfield Rd Elk Grove Village, IL 60007 | \$261,937.00 | Yes 1/27/2022 11:19 a.m. |
| Milieu Landscaping 525 Enterprise Pkwy Lake Zurich, IL 60047 | \$248,541.53 | Yes 1/25/2022 |
| Apex Landscaping Inc 24414 N Old McHenry Rd Hawthorn Woods, IL 60047 | \$214,297.00 | Yes 1/28/2022 9:35 a.m. |
| Tim's Snowplowing, Inc 543 Diens Dr Wheeling, IL 60090 | \$313,527.50 | Yes 1/28/2022 9:27 a.m. |
| Fleck's Landscaping 222 Industrial Ln Wheeling, IL 60090 | \$268,437.00 | Yes 1/28/2022 9:43 a.m. |

01-28-22 10:02 a.m.

Village Hall 2nd Floor Conference Room

Bea Corral, Finance
 Mike Cernock, General Services
 Jason Schuler, General Services
 Keli Amato, Office Manager

Agenda Item: 6H



At the Heart of Community

PUBLIC WORKS DEPARTMENT

505 Telser Road
Lake Zurich, Illinois 60047

(847) 540-1696
Fax (847) 726-2182
LakeZurich.org

MEMORANDUM

Date: February 13, 2023
To: Ray Keller, Village Manager
From: Shawn Walkington, Village Arborist
CC: Michael J. Brown, Director of Public Works
Re: **Amendments to Chapter 6 of Title 7 - Trees**

Issue: Amendments to Tree Ordinance contained in Chapter 6 of Title 7 of the Lake Zurich Municipal Code, entitled "Trees."

Analysis: The existing Tree Ordinance was last comprehensively amended in October 2007. Since that time there have been minor text amendments in 2012 and 2019 to update certain procedural provisions.

The current amendments propose the following primary additions and revisions to the code:

1. Authorization for maintaining and planting public trees.
2. Updating and specifying the reference for standards for the pruning of public trees to be ANSI A300 Standards.
3. Specifying the reference for standards for the planting of public trees to be ANSI Z60.1 Standards.
4. Minimum skill requirements for all public tree related work.

The remaining provisions of the existing Tree Ordinance remain unaltered.

Members of the Tree Commission have been integral to the process of updating the Tree Ordinance. The Tree Commission met on February 7, 2023 to consider the final draft of the proposed amendments and voted unanimously in favor of recommending approval of these amendments.

Recommendation: Approval of the attached tree ordinance contained within Chapter 7 of Title 7 of the Lake Zurich Municipal Code entitled "Trees," with its specific attachments.

W/Attachments:

Ordinance Amending Title 7, Chapter 6 of the Village Code

ORDINANCE NO. 2023-02-_____

**ORDINANCE AMENDING TITLE 7, CHAPTER 6 OF THE LAKE ZURICH
MUNICIPAL CODE CONCERNING THE REGULATIONS OF TREES**

WHEREAS, Title 7, Chapter 6, titled "Trees," of the Lake Zurich Municipal Code governs the regulation of trees on all Village-owned property or in Village rights-of-way; and

WHEREAS, the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*, authorizes the Village of Lake Zurich to zone and to regulate subdivisions and the authority to complement the State's interests and values as stated through the enactment of the Illinois Environmental Protection Act, 415 ILCS 5/1 *et seq.*, and, generally, the authority to protect and enhance the quality of life and general welfare of the Village; and

WHEREAS, growth in the community, changes in residential and commercial neighborhoods in the Village, and new development and increasing redevelopment in the Village can threaten trees and native vegetation in the Village; and

WHEREAS, the Chapter 6 was last amended through Ordinance No. 2019-05-312 entitled "An Ordinance Amending Title 7, Chapter 6 of the Lake Zurich Municipal Code Concerning the Regulation Of Trees."

WHEREAS, after reviewing the Village's current tree preservation regulations, the President and Board of Trustees of the Village of Lake Zurich have determined that it is necessary to further amend the Lake Zurich Municipal Code to keep pace with changes in the Village; and

WHEREAS, the President and Board of Trustees have determined that it is necessary and appropriate to further revise Title 7, Chapter 6 in the manner provided in this Ordinance to safeguard the ecological environment in the Village.

NOW THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Lake Zurich, Lake County and State of Illinois, as follows:

Section 1 .Recitals . The foregoing recitals are incorporated herein as findings of the President and Board of Trustees.

Section 2 .Amendment to Title 7, Chapter 6 . Chapter 6, titled “Trees,” of Title 7 of the Lake Zurich Municipal Code is hereby amended in its entirety so that said Chapter 6 hereafter reads as provided in Exhibit A attached to and by this reference incorporated into this Ordinance.

Section 3. Effective Date . This Ordinance will be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law.

PASSED this 21st day of February, 2023.

AYES:

NAYS:

ABSENT:

APPROVED this _____ day of February, 2023.

Mayor Tom Poynton

ATTEST:

Village Clerk

EXHIBIT A
CHAPTER 6
TREES

SECTION:

7-6-1: General Provisions

7-6-1-1: Applicability; Emergencies; Statement of Value; Intent

7-6-1-2: Definitions

7-6-1-3: Lake Zurich Tree Commission

7-6-2: Public Trees

7-6-2-1: Official Tree Plan

7-6-2-2: Public Tree Species

7-6-2-3: Public Tree Spacing and Diversification

7-6-2-4: Distances from Curbs and Sidewalks

7-6-2-5: Distances from Corners and Fire Hydrants

7-6-2-6: Distances from Utilities

7-6-2-7: Minimum Public Tree Root Zone Protection

7-6-2-8: Village Authority to Care For, Remove Trees

7-6-2-9: Topping Prohibited

7-6-2-10: Site Clearance Pruning

7-6-2-11: Interference with Village Tree Work

7-6-3: Protected Private Trees

7-6-3-1: Protected Private Tree Permit Required

7-6-3-2: Protected Private Tree Permit Applications and Approvals

7-6-4: General Tree Standards

7-6-4-1: Tree Protection Required

7-6-4-2: Replacement of Protected Private Trees Required

7-6-4-3: Construction Activity Protection Plan

7-6-4-4: General Maintenance; Removal of Diseased, Dead, And Dangerous Trees

7-6-4-5: Waivers or Modifications Through Zoning or Subdivision Approval

7-6-5: Appeals; Penalties; Permit Revocation

7-6-5-1: Appeals

7-6-5-2: Penalties

7-6-5-3: Permit Revocation

7-6-1: GENERAL PROVISIONS:

7-6-1-1: APPLICABILITY; EMERGENCIES; STATEMENT OF VALUE; INTENT:

A. Applicability: The Village has the right and authority to impose the regulations of this chapter on all lots of record and public and private rights-of-way throughout the Village. In the event of a conflict between the provisions of this chapter and the provisions of title 10 of this Code or any other Village Code or ordinance, the provision deemed by the Public Works Director to be most protective of promoting the proliferation and maintenance and care of trees will apply and control.

B. Emergencies: In case of emergencies such as tornados, windstorms, floods, freezes, or other natural disasters, the requirements of this chapter may be waived by the Village Manager, the Public Works Director, or the Village President.

C. Intent: It is the intent of this chapter to recognize trees as an integral part of Village infrastructure and to promote increases in the quality of trees and tree care in the Village and to promote increases in tree populations in the Village whenever practicable.

It also is the intent of this chapter to preserve trees on both public and private property and, in the event that tree removal is necessary, to ensure that appropriate replacement trees are planted.

It also is the intent of this chapter to help provide for and sustain buffers between neighboring properties, to preserve historic streetscapes, to minimize the visual and environmental impacts of paved surfaces and buildings, and to ensure landscaping in conjunction with new development and redevelopment in a manner that preserves indigenous vegetation.

It also is the intent of this chapter to balance the property rights of individual property owners with the overall health, safety, and welfare of the residents of the Village and the Village itself. (Ord. 2019-05-312, 5-20-2019)

7-6-1-2: DEFINITIONS:

For the purpose of this chapter, the following terms have the meanings ascribed to them:

AUTHORIZATION: The Director of Public Works or an authorized representative is hereby empowered to superintend, regulate the planting, preservation, protection, removal, and maintenance of trees on or over any street, right-of-way or other public property ("public way") under jurisdiction of the Village. The Village shall have the right to plant, prune, maintain and remove any and all plantings in public ways when the Village, in its sole discretion, deems it necessary.

The Village may consult with a certified arborist when necessary in the administration of the regulations contained herein.

APPLICANT: An owner or occupant, or a representative of an owner or occupant, of a lot, parcel, or tract of land for which an application has been filed for a subdivision, special use permit, or any activity requiring the issuance of grading, building, utility, or demolition permits.

CONSTRUCTION ACTIVITY: Any manmade change, other than maintenance of existing structures, paved areas, or utilities, to improved or unimproved real estate.

ate, including, without limitation: a) the construction or installation of new, or the enlargement of, existing structures, streets, or utilities, b) dredging, filling, clearing, drilling, mining, grading, paving, or excavating operations, c) demolition, and d) open storage of materials.

CONSTRUCTION ACTIVITY AREA: The area of the subject property that is the smallest area reasonably needed to undertake the proposed construction activity as determined by the Public Works Director. See subsection 7-6-4-3C of this chapter.

CUTTING: The felling or removal of a tree, or any procedure that results in the death or substantial destruction of a tree. Cutting does not include normal pruning or trimming of trees consistent with this chapter.

DAMAGE: To take any direct or indirect action that causes, or is reasonably likely to cause, the death of a tree or a significant loss of a tree's structural integrity, including, without limitation, destruction; poisoning; carving; mutilating; girdling; severing the main trunk, leader, or large branches or roots; removing any portion of the bark from the main trunk, leader, or large branches; touching with live wires; crushing or exposing the roots; digging or drilling any hole or trench within the root zone; filling with soil or other materials within the root zone; compacting a substantial portion of the soil in the root zone; or moving a tree to another location. Without limitation of the foregoing, "damage" does not include pruning in accordance with the national pruning standards.

DIAMETER AT BREAST HEIGHT (dbh): The diameter of the trunk of a tree measured at fifty-four inches (54") above the ground at the base of the tree.

DISEASED TREE: Any tree determined by the Director of Public Works in consultation with a certified arborist to be diseased, including, without limitation, all of the following: trees infected with Dutch elm disease or oak wilt; trees in a dead or dying condition that may serve as breeding places for the European elm bark beetle, Dutch elm disease, or oak wilt; and trees infected with, or that may serve as breeding places for, the Asian

long horned beetle, the Asian cerambycid beetle, the emerald ash borer, or any other type of severely destructive infestation.

LOT: Any lot of record in the Village.

NATIONAL PRUNING STANDARDS: American National Standard ANSI 300.

PROTECTED PRIVATE TREE: Any tree located in any required yard of any lot in the Village, or in any common open space of any subdivision or development, with a dbh equal to or greater than ten inches (10").

PUBLIC TREES: Trees, shrubs, bushes, and all other woody vegetation located within any Village park or right-of-way or other public property.

PUBLIC WORKS DIRECTOR: The Director of Public Works of the Village of Lake Zurich or his or her designee.

REGULATED TREE ACTIVITY: Any activity that anticipates or involves the actual or reasonably likely damage to or removal of any protected private tree anywhere on the lot on which the activity does, or is to, take place.

REMOVE OR REMOVAL: The physical detachment or elimination of a tree, or the effective detachment or elimination of a tree, through damage or otherwise, whether directly or indirectly.

REQUIRED YARD: Any yard required to be established on any lot pursuant to the applicable zoning district regulations of the Lake Zurich Zoning Code.

TOPPING: The severe cutting back of limbs of a tree to stubs larger than three inches (3") in diameter within the tree's crown, including, without limitation, such cutting as would remove the tree's normal canopy and disfigure the tree.

TREE EMERGENCY: The existence of any tree within the Village that has become an immediate danger or hazard to persons or property as a result of any tornado, windstorm, flood, freeze, or other natural disaster.

TREE PERMIT: See sections 7-6-3-1 and 7-6-3-2 of this chapter.

TREE PROTECTION AREA: The area of the subject property identified in a construction activity protection plan or otherwise designated by the Village within which trees are to be protected. See subsection 7-6-4-3D of this chapter. (Ord. 2019-05-312, 5-20-2019)

7-6-1-3: LAKE ZURICH TREE COMMISSION:

There is hereby created and established the Lake Zurich Tree Commission, constituted as follows:

A. Appointment; Term: The Tree Commission consists of five (5) members appointed by the President with the advice and consent of the Board of Trustees. Two (2) of the five (5) original appointees will serve a term of one year; two (2) of the five (5) original appointees will serve a term of two (2) years; and one of the five (5) original appointees

will serve a term of three (3) years. Successors will be appointed by the President with the advice and consent of the Board of Trustees and will serve terms of three (3) years. The President may adjust the terms of the appointees as necessary to effectuate and maintain the staggered nature of the terms provided in this subsection.

B. Compensation: Members of the Tree Commission shall serve without compensation.

C. Quorum; Officers; Rules of Order: Three (3) members constitute a quorum of the Tree Commission for the conduct of all business. The Tree Commission must choose from among its members a Chairperson, a Vice Chairperson, and a Secretary. The Tree Commission may set its own rules of order, subject to the approval of the Board of Trustees.

D. Responsibilities: The Tree Commission has the responsibility to develop and review the Village's official tree plan for Village owned trees as provided in section 7-6-2-1 of this chapter. The Tree Commission also has the responsibility to analyze the Village's trees and to make recommendations to the Village Arborist from time to time on areas where trees should be added, on trees that should be pruned, on trees that may be diseased or dying, and on trees that should be removed. The Tree Commission has no jurisdiction to consider proposed plats of subdivision, natural resources management, zoning approvals, or any matters other than matters related to trees as set forth in this subsection. (Ord. 2019-05-312, 5-20-2019)

7-6-2: PUBLIC TREES:

7-6-2-1: OFFICIAL TREE PLAN:

The Tree Commission has the responsibility to study, investigate, and draft, for review and approval by the Board of Trustees, an official tree plan relating to all public trees. The official tree plan should include provisions for the planting, replanting, pruning, preservation, and general care of public trees and for the removal or other disposition of dead, dying, or diseased public trees. The Tree Commission may present a draft official tree plan to the President and Board of Trustees for its review and approval. After the official tree plan has been approved by the Board of Trustees, which approval must be in the form of a written resolution, the Tree Commission may periodically review and analyze the plan in light of current conditions in the Village. The Tree Commission may recommend to the Board of Trustees changes to the official tree plan, and the Tree Commission should report annually to the Board of Trustees its findings as to the operation of the plan and state of public trees. (Ord. 2019-05-312, 5-20-2019)

7-6-2-2: PUBLIC TREE SPECIES:

The following species of trees, and no others unless approved by the Board of Trustees, are approved for planting as public trees. Until specifically approved by the Board of

Trustees and regardless of the species shown in the following table, no ash trees except for mountain ash may be planted anywhere in the Village:

| Large (40 Feet or More) | Medium (30 Feet To 40 Feet) | Small (29 Feet Or Less) |
|----------------------------|-----------------------------------|-----------------------------|
| Large (40 Feet or More) | Medium (30 Feet To 40 Feet) | Small (29 Feet Or Less) |
| Silver linden | Hedge maple | Amur maple |
| Littleleaf linden | American hornbeam | Purple blow maple |
| "Greenspire linden" | | |
| American linden | <u>Chanticleer pear</u> | Crabapple |
| "Redmond linden" | | "David crabapple" |
| | | "Prairie fire crabapple" |
| | | "Red jewel crabapple" |
| | | "Sugar time crabapple" |
| Norway maple | <u>Aristocrat pear</u> | Witch hazel |
| "Crimson king" | | |
| "Emerald queen" | | |
| Red maple | Mountain ash | |
| "Autumn blaze" | | |
| "Red sunset" | | |
| Sugar maple | Dogwood | |
| "Green mountain" | | |
| Ginkgo (male only) | Ironwood | |
| Honey locust | | |
| "Skyline" | | |
| "Shademaster" | | |
| American sweetgum | | |
| Oak | | |
| "Red oak" | | |
| "Pin oak" | | |
| "White oak" | | |
| "Swamp white oak" | | |
| Hackberry | | |
| Hickory | | |
| Butternut | | |

Chestnut
Catalpa
River birch
Sycamore
Buckeye
Kentucky coffee tree
Bald cypress
Tulip tree

(Ord. 2019-05-312, 5-20-2019)

7-6-2-3: PUBLIC TREE SPACING AND DIVERSIFICATION:

A. Spacing: The spacing of public trees is based on the three (3) species sizes listed in section 7-6-2-2 of this section 7-6-2. The recommended spacing for public trees is: 1) not less than thirty feet (30') between small trees, 2) not less than forty feet (40') between medium trees, and 3) not less than fifty feet (50') between large trees. When different size trees are planted next to each other, the spacing standard for the larger of the two (2) trees applies. Public trees should not be planted closer than the recommended spacing, but the Public Works Director, on the recommendation of the Village Arborist, may reduce spacing on a case by case basis for special planting areas designed or approved by a landscape architect or for extraordinary circumstances when reduced spacing is in the best interests of the Village.

B. Diversification: Public trees must be planted so that the genus and species are diverse, in accordance with this subsection. In every defined area of planting, as designated by the Director of Public Works, no more than ten percent (10%) of the public trees should be from one tree genus and no more than five percent (5%) of the public trees should be from one tree species. For example, for every one hundred (100) public trees that are planted, there should not be more than ten (10) trees of one tree genus and not more than five (5) trees of any one tree species. The "defined area of planting" to be designated by the Public Works Director may include, but is not limited to, a subdivision, or a portion of a subdivision, or several block areas, or a single property, or any other area on Village owned property or right-of-way reasonably determined by the Public Works Director as logical to assure tree diversification. (Ord. 2019-05-312, 5-20-2019)

7-6-2-4: DISTANCES FROM CURBS AND SIDEWALKS:

A. Trees planted within the public right-of-way must be planted at distances from curbs and sidewalks consistent with the following criteria:

1. The midpoint of the area between the back of the curb and the edge of the sidewalk; or
2. If there is a consistent existing tree line, then in a location consistent with that existing tree line to the extent practicable; and
3. Not less than four feet (4') from the back of the curb, to the extent practicable.

(Ord. 2019-05-312, 5-20-2019)

7-6-2-5: DISTANCES FROM CORNERS AND FIRE HYDRANTS:

No tree planted in the public right-of-way may be planted closer than thirty-five feet (35') to any street corner, measured from the point of nearest intersecting curbs or curb lines. No tree may be planted closer than ten feet (10') to any fire hydrant. (Ord. 2019-05-312, 5-20-2019)

7-6-2-6: DISTANCES FROM UTILITIES:

No tree may be planted in any public right-of-way under, or within ten (10) lateral feet of, any overhead utility wire, except small trees as listed in section 7-6-2-2 of this section 7-6-2. No tree may be planted on top of or within a two foot (2') offset from any underground public utility unless circumstances make it unavoidable to do so. (Ord. 2019-05-312, 5-20-2019)

7-6-2-7: MINIMUM PUBLIC TREE ROOT ZONE PROTECTION:

The minimum root zone of all public trees within a public right-of-way is established in the following table. That minimum root zone must be protected by augering in the manner shown in the following table. No work affecting public tree root zone may be undertaken without prior notice to the Department of Public Works, and the department will monitor and enforce the standards set forth in this section.

| Diameter At Breast Height | Augering Method |
|----------------------------------|--|
| 2.5 inches to 4 inches | 2 feet from face of tree in all directions if trench located within this radius |
| More than 4 inches to 9 inches | 5 feet from face of tree in all directions if trench located within this radius |
| More than 9 inches to 14 inches | 10 feet from face of tree in all directions if trench located within this radius |
| More than 14 inches to 19 inches | 12 feet from face of tree in all directions if trench located within this radius |

| | |
|---------------------|--|
| More than 19 inches | 15 feet from face of tree in all directions if trench located within this radius |
|---------------------|--|

The minimum depth of auger within a root zone must be thirty inches (30"). No trenching is permitted within the minimum root zone. (Ord. 2019-05-312, 5-20-2019)

7-6-2-8: VILLAGE AUTHORITY TO CARE FOR, REMOVE TREES:

Only the Village and its authorized agents have the right to plant, prune, maintain, and remove public trees as may be necessary to ensure public safety, preserve, and enhance the quality of vegetation and as appropriate to beautify the Village. The Village, for the same purposes, also may prune or remove all portions of any tree or shrub that overhangs any Village right-of-way or other Village owned property. Any unauthorized maintenance, damage, or removal of a public tree without prior approval, or as the result of an accident, the responsible party shall reimburse the Village for the value of the tree which shall not exceed the value found in the International Society of Arboriculture Tree Valuation Guide.

All trees planted within the Village right-of-way or upon Village owned property shall be planted in accordance with the minimum standards and procedures therefor in the most recent edition of the American Standards for Nursery Stock (ANSI Z60.1). All tree work including pruning, planting, and care will be performed in accordance with the most recent edition of the American National Standards Institute (ANSI A300).

All work related to trees will be completed by or under the supervision of an ISA Certified Arborist or other nationally recognized tree care certification. Any authorized party conducting, trimming, pruning, or removal of Village trees must meet the current commercial general liability, auto, and workers compensation insurance coverage requirements as defined by the Village's commercial insurance provider.

The Village will cause to be removed as soon as practicable any tree within a Village right-of-way or on other Village property that is diseased or dying, or that poses an irreconcilable threat to a utility, or that otherwise threatens the public health, safety, or general welfare. (Ord. 2019-05-312, 5-20-2019)

7-6-2-9: TOPPING PROHIBITED:

Except as provided in this section, no person may cause or allow the topping of any public tree or protected private tree. The Village may permit the topping of a tree under circumstances determined by the Director of Public Works to be exceptional, including,

but not limited to, when the tree has been severely damaged by a storm or other cause, when topping is otherwise the only practicable action, or when required to accommodate an overhead utility. (Ord. 2019-05-312, 5-20-2019)

7-6-2-10: SITE CLEARANCE PRUNING:

The owner of a tree that overhangs a public right-of-way within the Village must prune the branches of that tree, if necessary, so that the tree does not obstruct the light from any streetlamp or the view of any street intersection. The owner also must prune that tree so that the lowest hanging branch on that tree is a minimum of twelve feet (12') above the ground. The failure to prune such a tree in accordance with the requirements of this section is hereby declared to be a public nuisance. The Village has the right to prune any tree that does not meet the requirements of this section, with Village forces or with forces hired by the Village for such purposes, if the owner fails or refuses to accomplish such pruning within five (5) days after written notice to do so from the Village. (Ord. 2019-05-312, 5-20-2019)

7-6-2-11: INTERFERENCE WITH VILLAGE TREE WORK:

No person may prevent, delay, or in any other way interfere with work undertaken by the Village and its authorized representatives to plant, cultivate, mulch, prune, spray, or remove any public tree or other tree as authorized by this chapter. (Ord. 2019-05-312, 5-20-2019)

7-6-3: PROTECTED PRIVATE TREES:

7-6-3-1: PROTECTED PRIVATE TREE PERMIT REQUIRED:

A. Protected Private Tree Permit Required for Regulated Tree Activity: Except as expressly provided in subsection C of this section, no person or entity may commence any "regulated tree activity", as defined in this chapter, without first obtaining a protected private tree permit from the Public Works Director.

B. Group Permits for Utility Companies: Utility companies having overhead facilities within public rights-of-way, utility easements, or within required yards of private property may apply for group tree permits to conduct scheduled, nonemergency pruning of groups of trees. Prior to issuance of a permit to a utility company, a degreed forester or arborist certified by the International Society of Arboriculture on behalf of the utility company must meet with the Public Works Director and agree on the manner of pruning of the affected trees. The Village will not issue a group permit for pruning of any species of elm between April 1 and October 31 or any species of oak between April 1 and July 31, unless approved by the Public Works Director to alleviate an imminent hazard.

C. Exceptions to Permit Requirement:

1. Pruning: A protected private tree permit is not required for the pruning of any tree on private property by the property owner or his representative in compliance with the ANSI A300 Standards. A copy of the ANSI A300 Standards is available for review at the Public Works Building.
2. Tree Emergency: In the case of a "tree emergency", as defined in this chapter, the Public Works Director is authorized to: a) issue a tree permit without a protected private tree permit application, b) waive the requirement for a protected private tree permit set forth in this section, or c) waive any of the other regulations of this section or this chapter.

Notwithstanding any other regulations of this Code, in the event of a tree emergency, the person endangered by the tree emergency may take any reasonable action necessary to avoid or eliminate the immediate danger or hazard. The action taken must be an action that is least likely under the circumstances to cause damage or removal of any trees, and the Village assumes no responsibility or liability for any such action taken. The person taking such action must document the reasons for the tree emergency by photograph or videotape of the tree emergency condition and the damage or hazard created by such condition, and must report the action taken to the Public Works Director within forty-eight (48) hours after the action is taken. (Ord. 2019-05-312, 5-20-2019)

7-6-3-2: PROTECTED PRIVATE TREE PERMIT APPLICATIONS AND APPROVALS:

- A. Application: Each application for a protected private tree permit must be submitted to the Public Works Director on a form provided by the Village at the Village Hall setting forth or otherwise providing the following information:
 1. The owner's name and address and the owner's signed consent to the application;
 2. The applicant's name and address, if different from the owner, and her or his interest in the property;
 3. The size, genus and species, and location of the affected trees and the location of the property on which the regulated tree activity will occur, including street address or legal description;
 4. A brief explanation of reasons for the proposed regulated tree activity;
 5. A tree replacement plan, if applicable, in accordance with section 7-6-4-2 of this chapter;
 6. A construction activity protection plan, if applicable, in accordance with section 7-6-4-3 of this chapter; and

7. Such other data and information as the Public Works Director deems necessary to allow full and fair consideration of the tree permit application.

B. Property Inspection and On-Site Consultation: Within fourteen (14) days after receipt of a protected private tree permit application, the Public Works Director and/or his/her designee will:

1. Visit and inspect the property and contiguous and adjoining lots to determine the existence of protected private trees and to evaluate the tree permit application; and

2. Provide an on-site consultation with the applicant to: a) review the proposed regulated tree activity, b) suggest alternatives to the proposed regulated tree activity when the proposed activity may result in the possible damage or destruction of a protected private tree, and c) provide instruction on the long-term continuing care of any protected private tree that is subject to the tree permit application and any other protected private trees on the property.

C. Approval Of Application: The Public Works Director will approve a protected private tree permit application if, based on the protected private tree permit application, inspection of the property, and the on-site consultation with the property owner or applicant, as well as all other reliable and relevant information, the Public Works Director determines that all of the following conditions have been met:

1. The proposed regulated tree activity has been planned and will be performed in such a manner, to such a degree, and with such equipment and personnel, so as to: a) reasonably involve the least amount of damage or removal of trees and b) not defeat, or be inconsistent with, the purposes and intent of this chapter as expressed in section 7-6-1-1 of this chapter. Further, any tree proposed for removal that, because of its location, poses a threat of damage to an adjacent property will be removed by a crew under the direct supervision of a certified arborist or degreed forester.

2. The protected private tree permit application, including, without limitation, the construction activity protection plan if required, satisfies the requirements of this chapter.

3. The applicant has submitted a replacement guarantee in a form satisfactory to the Public Works Director and consistent with subsection 7-6-4-2B of this chapter.

D. Issuance of Permit: If a protected private tree permit application is approved, then the Public Works Director will promptly issue a protected private tree permit.

E. Conditions on Protected Private Tree Permit: As a condition of the issuance of a protected private tree permit, the Public Works Director may require one or more of the following:

1. That any or all protected private trees that may be affected by such regulated tree activity, wherever located on a lot, be preserved and protected; and

2. That any or all protected private trees that may be affected by such regulated tree activity, wherever located on a lot, be replaced in accordance with the tree replacement standards in section 7-6-4-2 of this chapter.

F. Denial: If the protected private tree permit application, inspection of the property, on site consultation, and consideration of all other reliable and relevant information reveal that the applicant has not satisfied the conditions of subsection C of this section, or has not otherwise justified the damage or removal of trees to the satisfaction of the Public Works Director, then the Public Works Director will promptly notify the applicant that the protected private tree permit application is denied and that no protected tree permit will be issued.

G. Exemptions: The Public Works Director has the authority to exempt a regulated tree activity from the protected private tree permit application requirements of this chapter if the Public Works Director determines that any of the following circumstances exist:

1. When a protected private tree, due to natural causes, is dead, dangerous, or interferes with any existing or proposed public improvements, is in dangerous proximity to any public utility lines or related facilities, or is a diseased tree or otherwise unsafe, unhealthy, or insect infected and constitutes a hazard to persons, property, or other trees.

2. When a protected private tree, due to natural causes, obstructs any street, sidewalk, or pedestrian path to such an extent that such protected private tree interferes with free passage and clear view along that street, sidewalk, or path or at any street or driveway intersection.

3. When removal of a protected private tree is necessary to comply with the current standards generally observed by professionals in the arboricultural, forestry, landscaping, or landscape architecture professions.

4. When removal of a protected private tree is necessary to properly enhance the health and appearance of existing trees, shrubs, and other vegetation or to implement a landscaping scheme that the Public Works Director determines complies with the current standards generally observed by professionals in the arboriculture, forestry, landscaping, or landscape architecture professions.

5. When removal of a protected private tree is necessary to avoid denying an applicant a reasonable economic use of the applicant's property, or when the applicant otherwise demonstrates a hardship or special and unique circumstances.

H. Appeals: See section 7-6-5-1 of this chapter for appeals related to the provisions of this section.

I. Term Of Protected Private Tree Permit; Expiration And Renewal: A tree permit will expire automatically if the activity authorized by the permit is not commenced within one hundred eighty (180) days after the permit's issuance or if the activity is not completed within one year after the permit's issuance, except that the Public Works Director, upon application of the permit holder, may grant reasonable extensions of time for

commencement or completion of such activity, but for not more than fifty percent (50%) of the original time period.

J. Revocation and Remedies: Protected private tree permits are subject to revocation and other remedies as provided in section 7-6-5-3 of this chapter. (Ord. 2019-05-312, 5-20-2019)

7-6-4: GENERAL TREE STANDARDS:

7-6-4-1: TREE PROTECTION REQUIRED:

A. General: All regulated tree activities must be planned and performed in such a manner, to such a degree, and with such equipment and personnel, so as to: 1) reasonably involve the least amount of damage to or removal of trees and 2) not defeat, or be inconsistent with, the purposes and intent of this chapter as expressed in section 7-6-1-1 of this chapter.

B. Construction Activity: To ensure the protection of protected private trees during construction activity, a construction activity protection plan is required in accordance with section 7-6-4-3 of this section 7-6-4. (Ord. 2019-05-312, 5-20-2019)

7-6-4-2: REPLACEMENT OF PROTECTED PRIVATE TREES REQUIRED:

A. Replacement Required: Installation of a replacement tree is mandatory when a protected private tree is damaged or removed in the course of a regulated tree activity, except for damage or removal of a protected private tree that, due to natural causes, is dead, is dangerous, interferes with any existing or proposed public improvements, is in dangerous proximity to any public utility lines or related facilities, is a diseased tree, or is otherwise unsafe, unhealthy, or insect infected and constitutes a hazard to persons, property, or other trees. Tree replacement is required regardless of whether the protected private tree that is damaged or removed is located on the same lot on which the regulated tree activity takes place.

B. Protected Tree Replacement Guarantee:

1. Except as provided in subsection B4 of this section, the Public Works Director may not issue a protected private tree permit for the removal of any protected private tree without first receiving from the permit applicant a replacement guarantee in the form of cash or a letter of credit. If the replacement guarantee is a letter of credit, then the letter of credit must be in a form provided by the Village.

2. The required amount of the replacement guarantee will be calculated as follows:

a. If cash: Three hundred fifty dollars (\$350.00) times the number of replacement trees calculated in accordance with subsection C of this section.

b. If a letter of credit: Five hundred dollars (\$500.00) times the number of replacement trees calculated in accordance with subsection C of this section.

3. The Public Works Director may draw on and use the replacement guarantee only when the applicant fails to replace the total number of all protected private trees actually removed, and only after providing the applicant with thirty (30) days' notice of such failure to replace, delivered in person or by certified mail, return receipt requested. The Village will return to the applicant any amount of the replacement guarantee remaining after the replacement work has been completed by the applicant or the Village. When the replacement guarantee is secured by a letter of credit, the letter of credit may be drawn on by the Village only up to the amount required to ensure reimbursement of all costs incurred by the Village for replacement of all protected private trees actually removed, and thereafter the letter of credit will be returned or canceled pursuant to the terms of the letter of credit.

4. No replacement guarantee is required when no replacement trees are required pursuant to subsection A of this section or any other provision of this chapter. Also, no replacement guarantee is required when the regulated tree activity is being undertaken in conjunction with other work pursuant to a building permit issued by the Village for which a performance security has been posted with the Village by the applicant.

C. Protected Private Tree Replacement Formula: Replacement of a protected private tree must be on a one to one basis.

D. Tree Replacement Specifications: All tree replacements must be:

1. Of a dbh of not less than two and one-half inches (21/2");
2. Of a species listed in section 7-6-2-2 of this chapter;
3. In good health and structurally sound;
4. Made pursuant to a written time schedule approved by the Public Works Director; and
5. Planted at approximately the same location as the trees they replace, when possible in accordance with good construction practices and current standards generally observed by professionals in the forestry, landscaping, and landscape architecture professions, unless otherwise approved in advance by the Public Works Director.

E. Replacement Tree Care: The applicant is solely responsible for the care, watering, and feeding of newly planted trees for a period of two (2) years, and, with regard to such care, watering, and feeding, the applicant must adhere to all tree care standards.

F. Alternative Tree Replacement Location: If the Public Works Director determines that full tree replacement pursuant to the specifications provided herein will result in the unreasonable crowding of trees on a public right-of-way immediately adjacent to the subject property or would otherwise be inconsistent with current standards generally

observed by professionals in the forestry, landscaping, or landscape architecture professions, then the Public Works Director may reduce the number of replacement trees to be planted on the subject property and designate nearby public rights-of-way or other public property suitable for the location of new trees.

G. Fee In Lieu Of Tree Replacement: An applicant may request that the Village acquire and plant the required replacement trees in locations determined by the Village on payment by the applicant of a tree replacement fee to the Village. The Public Works Director has complete discretion whether to approve such a request based on the best interests of the Village at the time of the request, and the Public Works Director has no obligation to approve any such request. If the Public Works Director determines to approve such a request, then the following standards apply:

1. The fee for replacement trees required pursuant to the provisions of this chapter will be the amount set by ordinance of the Board of Trustees from time to time.
2. The fee must be received by the Public Works Director within thirty (30) days after the date of the damage or removal for which replacement is required. (Ord. 2019-05-312, 5-20-2019)

7-6-4-3: CONSTRUCTION ACTIVITY PROTECTION PLAN:

A. Plan Required: A construction activity protection plan must be filed with all protected private tree permit applications when the proposed regulated tree activity is part of construction activity.

B. Contents Of Construction Activity Protection Plan: A construction activity protection plan must include a site plan of the property drawn to a scale not less than one inch equals ten feet (1" = 10'). The plan must be drawn on a topographic map if deemed necessary by the Public Works Director. The drawing must be graphically and accurately marked with all of the following information:

1. Location of the property, including street address or legal description.
2. Existing and proposed contours of the lot on which the construction activity is to take place.
3. Building elevations, if applicable.
4. The name of the general contractor or project representative, if any, responsible for the proposed construction activity.
5. A demonstration of the ways in which the applicant will ensure that the level of tree protection required by section 7-6-4-1 of this section 7-6-4 will be achieved.
6. The location of all existing protected private trees that are located on or near the subject property, and the location of all trees four inches (4") or larger dbh other than protected private trees that are reasonably likely to be damaged or removed during the proposed construction activity.

7. A legend referencing the Lake Zurich Tree Classification dbh, genus and species, general condition, and proposed disposition of existing protected private trees that are located on or near the subject property and trees other than protected private trees that are reasonably likely to be damaged or removed during the construction activity, including, without limitation, each tree located on a lot adjacent to the construction activity whose drip line overhangs the area of the proposed construction activity.

a. Lake Zurich Tree Classification is determined by the Village of Lake Zurich Tree Commission, Lake Zurich Tree Classification List (Classification List) as updated from time to time, found on the Lake Zurich Forestry page. Applicants shall utilize the Classification List on the Lake Zurich Forestry page.

b. The Classification List separates all trees found in the Morton Arboretum Northern Illinois tree list into one of five (5) groups: heritage, landmark, desirable, undesirable and noxious. Tree ratings take into account the fitness, life expectancy, mature dbh, and weediness characteristics, and other identified species traits into account.

The commission assigned replacement rate for each tree rating group:

| | |
|-------------|--|
| Heritage | 75% replacement |
| Landmark | 50% replacement |
| Desirable | 33% replacement |
| Undesirable | 0% replacement |
| Noxious | 0% replacement - mandatory removal as a part of new construction |

8. Detailed specifications for protection of protected private trees and for the protection of trees other than protected private trees that are reasonably likely to be damaged or removed during implementation of the proposed construction activity, including, without limitation, proposed measures such as construction pruning, root pruning, installation of a retaining wall or high visibility plastic mesh fencing, and augering of utility lines when such augering is determined by the Public Works Director to be necessary to improve the chances of tree survival. Such specifications also must include the identification and clear delineation on the site plan of the construction activity area, the tree protection area, and their respective perimeters.

a. When an applicant proposes removing trees from a site within the Village, the dbh of existing tree species to be removed will be classified by tree rating group. Each rating group dbh total will be multiplied by the associated replacement rate. The resulting solutions will be added together to identify the total dbh of replacement trees required for the current design plan. Replacement trees can be planted onsite, and/or the total dbh of trees to be planted per plan can be subtracted from the total dbh of replacement trees required and the rest can be paid in-lieu- of fee to the Village for tree replacement offsite.

b. The applicable in-lieu-of fee is calculated by taking the remaining dbh to be replaced, divide the remainder by 2.5 (the minimum dbh for replacement trees allowed in the Village) and multiply the solution by the average market value as determined by the Village Arborist for a greater than 2.5-inch tree for that year/season (as listed on the Lake Zurich Forestry page by the Village Arborist). Developers shall utilize the Village of Lake Zurich Tree Replacement Worksheet found on the Lake Zurich Forestry page to work through this process.

C. Construction Activity Area: The construction activity area is the area of the subject property that is the smallest area reasonably needed to undertake the proposed construction activity, as determined by the Public Works Director. The construction activity area must include the entire area affected by the proposed construction activity and any access route across the public right-of-way. Construction activity may not be conducted or staged in any area of the property located outside the construction activity area. No excess soil, additional fill, liquids, or any construction debris may be placed or located outside the construction activity area. All buildings, structures, and driveways must be located so as to reasonably involve the least amount of damage or removal of trees while complying with minimum required yard and setback requirements of the Lake Zurich Zoning Code.

D. Tree Protection Area: The tree protection area is the area of the property, within the construction activity protection plan, in which no construction activity may be conducted. All reasonable measures and protective materials must be employed to protect trees within the tree protection area. Protective materials may include, without limitation, the temporary installation of high visibility plastic mesh fencing or other, similar materials specifically approved by the Public Works Director. All such fencing must be at least four feet (4') in height and be secured to metal posts driven into the ground and spaced not more than six feet (6') apart. All protective measures and materials must be in place and approved by the Public Works Director before commencement of any construction activity. Protective materials may not be removed until the Public Works Director approves such removal after the completion of all construction activity. No attachments, fences, or wires, other than those approved for bracing, guying, or wrapping may be attached to any protected private tree during the construction activity. (Ord. 2019-05-312, 5-20-2019)

7-6-4-4: GENERAL MAINTENANCE; REMOVAL OF DISEASED, DEAD, AND DANGEROUS TREES:

A. General Maintenance Standards: Every property owner must maintain the trees and shrubs on her or his property and on the parkways abutting her or his property in a safe and healthy manner; must keep trees and shrubs properly watered, trimmed, pruned, sprayed, treated, and preserved so as to avoid disease, insect infestation, or other conditions detrimental to such trees and to avoid hazards to persons, property, and other vegetation; and must remove trees and shrubs on her or his property that are so unsafe, unhealthy, diseased, or insect infested as to constitute a hazard to persons, property, or other vegetation.

B. Removal of Diseased, Dead, And Dangerous Trees:

1. **Obstructions and Other Dangerous Conditions:** Every owner or occupant of any house, building, lot, or premises in the Village must keep trees, shrubs, vines, and other vegetation located on her or his property trimmed and maintained so as to prevent or remove the following:

- a. Any tree that is diseased, dead, dangerous, or likely to fall or that is otherwise so unsafe, unhealthy, or insect infected as to constitute a hazard to persons, property, or other vegetation;
- b. The obstruction of any street, pedestrian path, or designated Village path to any extent that interferes with free passage and clear view along such streets and paths and at any street or driveway intersection;
- c. The obstruction of any sewer, drainage way, or septic field; or
- d. The dangerous proximity of any tree or other vegetation to public utility lines.

Any tree or other vegetation located on private property that is maintained in violation of any of the foregoing standards is a public nuisance.

2. **Notice Of Violation:** If a tree or other vegetation has not been trimmed or cut as required by this section, then the Public Works Director must cause a written notice of violation to be issued as follows:

- a. The notice must be served personally or sent by registered mail to the person to whom was sent the last preceding general tax bill for the property on which the subject tree or trees are located, and a copy of the notice must be mailed to the occupant of such property.
- b. The notice must identify, in general, the affected tree or trees and the violation or violations. The notice also must state that the violation or violations must be cured within thirty (30) days after the date of delivery or mailing shown on the notice and that, thereafter, the Village may issue a citation and may itself undertake all action necessary to cure the violation or violations.

3. **Village Action If Violation Not Cured; Costs and Expenses:** If the owner of the property has not cured all violations stated in the notice within thirty (30) days after the date shown on the notice, then the Village, with its own forces or forces hired by the Village, may take all necessary actions to cause the violation or violations to be cured. The Village will assess all direct and indirect costs and expenses incurred in connection therewith, including the costs of collection, against the property owner. If those costs and expenses are not paid by the property owner within thirty (30) days after receipt of a written invoice, then the Village may place a lien on the subject property and perfect that lien in the manner provided by law.

4. **Inspections:** The Public Works Director may cause inspections and surveys to be conducted as necessary to determine the existence, nature, and extent of violations

of this section, and the Public Works Director will report the results of such inspections and surveys to the Village Manager.

5. Appeals: See section 7-6-5-1 of this chapter for appeals related to the provisions of this section. (Ord. 2019-05-312, 5-20-2019)

7-6-4-5: WAIVERS OR MODIFICATIONS THROUGH ZONING OR SUBDIVISION APPROVAL:

When a zoning approval or a subdivision approval is so conditioned as to fully accomplish the goals and purposes of this chapter, then the Board of Trustees may waive or modify the requirements of this chapter as part of that zoning or subdivision approval. Such waiver or modification may be revoked by the Board of Trustees at any time if any condition imposed pursuant to such approval is violated and such violation persists for more than ten (10) days after notice to the owner of the property of such violation. (Ord. 2019-05-312, 5-20-2019)

7-6-5: APPEALS; PENALTIES; PERMIT REVOCATION:

7-6-5-1: APPEALS:

A. Appeals Related to Protected Tree Permits; Stay Of Activities: An applicant may appeal any decision of the Public Works Director: 1) denying a protected private tree permit application, 2) revoking a protected private tree permit, or 3) denying an exemption pursuant to subsection 7-6-3-2G of this chapter. Any such appeal is taken initially to the Village Manager by filing a written notice of appeal with the Village Manager within five (5) business days after receipt of notice of the Public Works Director's decision from which the appeal is taken. Within fourteen (14) days after receipt of the written notice of appeal, the Village Manager, based on his or her review of the protected private tree permit application and any other reliable and relevant evidence, documents, or information, may either uphold, reverse, or amend the Public Works Director's decision. The Village Manager must notify the person who filed the appeal within two (2) business days after such decision has been made. The decision of the Village Manager is final. The filing of a written notice of appeal to the Village Manager pursuant to this section will stay all regulated tree activity and other activity for which a tree permit subject to the appeal has been granted or sought.

B. Appeals Related To Maintenance And Removal Standards; Stay Of Activities: An appeal from a decision of, or notice issued by, the Public Works Director pursuant to section 7-6-4-4 of this chapter may be taken to the Village Manager by an adversely affected person by filing a written notice of appeal with the Village Manager within five (5) business days after receipt of the decision of the Public Works Director or the date of the delivery or mailing of the notice. The Village Manager must review the evidence, documents, or information and may hear and receive new evidence, and must render a decision on such appeal. The decision of the Village Manager is final. The filing of an appeal pursuant to this section will stay enforcement of the decision or notice unless the

Public Works Director makes a written finding that such stay would present an undue threat to the public health or safety or to property in the Village. (Ord. 2019-05-312, 5-20-2019)

7-6-5-2: PENALTIES:

Any person who violates any provision of this chapter will be subject to fine pursuant to title 13, chapter 1, "Fee Schedule", of this Code for each violation. For purposes of this section, each day on which a violation of this chapter occurs or continues will be deemed a separate violation of this chapter. (Ord. 2019-05-312, 5-20-2019)

7-6-5-3: PERMIT REVOCATION:

Any permit issued under this chapter may be revoked or suspended if the permit holder violates the terms of the permit or any other provision of this chapter. (Ord. 2019-05-312, 5-20-2019)

The sections, subsections and paragraphs of this Chapter shall be deemed to be severable, and the invalidity of any provision of this Chapter shall not affect the validity of the remaining provisions.

Agenda Item: 6I



At the Heart of Community

COMMUNITY DEVELOPMENT DEPARTMENT

505 Telser Road
Lake Zurich, Illinois 60047

Phone (847) 540-1696
Fax (847) 726-2182
LakeZurich.org

MEMORANDUM

Date: February 21, 2023

To: Ray Keller, Village Manager

From: Sarosh Saher, Community Development Director

CC: Tim Verbeke, Planner
Mary Meyer, Building Services Supervisor

Re: **Ordinance and Public Hearing**
Proposing Backup Special Service Area No. 20
Sanctuary of Lake Zurich Subdivision

Issue: An Ordinance and Public Hearing proposing the establishment of a backup Special Service Area No 20 (SSA No. 20) for maintaining, repairing, reconstructing and/or replacing certain improvements within the Sanctuary of Lake Zurich Subdivision including but not limited to the following – wetland areas, lakefront beaches, lakefront shoreline, underground detention and vortex, storm sewer maintenance, and special projects including retaining walls and private roadways (hereinafter referred to as the “Improvements”) located within the property commonly referred to as the Sanctuary of Lake Zurich (the “Subject Property”).

SSA No. 20 is being set up as a backup SSA in the event that the owners of residential units, the homeowners association, the owner of the commercial restaurant property, or any future parties of interest in the property fail to maintain, repair, reconstruct and/or replace these Improvements. No levy of taxes is proposed at this time.

Village Strategic Plan: This agenda item is consistent with the following objectives under Goal #2 – Development:

- Expand the Village’s role as a major regional economic hub in Lake County
- Continue Route 12 (Rand Road) Corridor Development
- Become more business friendly and customer oriented.

Backup Special Service Area No. 20 – Sanctuary of Lake Zurich – Public Hearing Proposing SSA
February 21, 2023

Background: The backup SSA was required as a condition within the Development Agreement between the Village of Lake Zurich and developer, LZ Development Group LLC represented by Mr. Romeo Kapudija (hereinafter referred to as “Developer” or “Owner”) for the redevelopment of the property.

The Developer is undertaking the development of the Subject Property wherein the land will be developed with 23 new townhouse projects and a single use commercial building containing a restaurant.

Staff is aware that the Developer is currently marketing his residential units for sale. In light of that, the backup SSA will include any future party of interest in the property, prior to it being sold to individual owners. The current property owner (LZ Development Group LLC) agreed to the establishment of the backup SSA as a condition of their development agreement, and continues to do so at this time.

Analysis: This SSA will allow the Village to assess a tax, in the future and only if necessary, on the property owners of the Residential Townhouse Properties and the Restaurant Property within that subdivision to pay for maintenance and repairs to the Improvements, and only in the event the subdivision’s Homeowners Association (HOA) and Restaurant Property Owner are delinquent in fulfilling these obligations.

The intent is to provide the Village with a tool to make repairs to these Improvements which are not functioning properly or damaged, before they cause further damage to property within the subdivision or downstream of the facility and the lake. The HOA and the Restaurant Property owner will be given adequate notification and time to remedy the situation before the Village takes action and begins levying the tax.

Because taxes will not be levied until the Village actually takes action to remedy the HOA’s and Restaurant Property owner’s obligations and expends funds for the implementation of these Special Services, it is currently unknown as to the actual amount of the taxes that will be levied for the initial year. The line item for the SSA will therefore show up on a property owner’s tax bill with a tax rate of zero. In the event taxes are levied for work conducted by the village, any such initial tax levy shall not exceed a maximum tax rates as follows:

- A tax levy at a rate not to exceed \$0.847 per \$100.00 of equalized assessed valuation of the Residential Townhouse Properties;
- A tax levy at a rate not to exceed \$2.874 per \$100.00 of equalized assessed valuation of the Restaurant Property.

The tax rates are estimated to generate an average of \$38,692.17 per year in maintenance costs for a time period of 30 years to be shared by the 23 single-family townhouses on the property and the restaurant with an average market value of \$900,000 and the restaurant on the property with an average market value of \$2,100,000.

• Page 2

Backup Special Service Area No. 20 – Sanctuary of Lake Zurich – Public Hearing Proposing SSA
February 21, 2023

The taxes shall be levied beginning in the year in which village expends funds to conduct the repairs/improvements. At that time, a public hearing will need to be conducted by the Village Board to activate the SSA and impose the tax levy.

Recommendation: Staff recommends that the Village Board approve the ordinance proposing the establishment of SSA No 20 and conduct the public hearing as required by statute.

Next Steps: State Statute requires a comment period of 60 days following the adjournment of the hearing. Within that period, the proposal for the SSA may be vetoed by a petition of 51 percent of electors and owners of record of the property. If vetoed, the proposal for the SSA may not be re-proposed by the municipality for two years.

If no such petition is filed, the Village Board will be required to adopt an “Establishing Ordinance” for the special service area. Such ordinance shall be adopted following a separate public hearing of the Village Board held at that time. After its adoption, the Establishing Ordinance will be filed with the Lake County Clerk’s Office, and the Lake County Recorder’s Office. The line item for the SSA will show up on a property owner’s tax bill with a tax rate of zero in the following tax year. It is likely that the status on the tax bill will continue as such (tax rate of zero) if the HOA and Restaurant Property owner meets its maintenance obligation in perpetuity.

Finally, in the future, if the Village is required to take action to remedy the HOA’s and Restaurant Property owner’s obligations and expend funds for the implementation of the Special Services within the subdivision, an appropriation ordinance will need to be adopted for those items to be financed out of the annual tax levy, and be published and considered through a separate public hearing of the Village Board.

Attachments:

- Ordinance proposing the establishment of backup SSA No. 20
- Notice of Public hearing
- Recorded Final Plat of Subdivision
- Map of the special service area

- Page 3

ORDINANCE No. 2023-02-_____

**AN ORDINANCE PROPOSING THE ESTABLISHMENT OF A SPECIAL SERVICE
AREA NUMBER 20 IN THE VILLAGE OF LAKE ZURICH, AND PROVIDING FOR A
PUBLIC HEARING AND OTHER PROCEDURES IN CONNECTION THEREWITH**

Sanctuary of Lake Zurich

Southeast Corner of North Rand Road and North Old Rand Road, Lake Zurich, Illinois

BE IT ORDAINED by the President and Board of Trustees of the Village of Lake Zurich, Lake County, Illinois, as follows:

SECTION 1: AUTHORITY TO ESTABLISH SPECIAL SERVICE AREAS.

Special Service Areas within non-home rule municipalities are established pursuant to Article VII, Section 7 of the Constitution of the State of Illinois, and pursuant to the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5 *et seq.*

SECTION 2: FINDINGS.

The Village Board finds:

- A. It is in the public interest that the creation of the area hereinafter described as a special service area, for the purposes set forth herein, be considered.
- B. That the area hereinafter described is compact and contiguous, and said area lies within and is approved as a Planned Unit Development (PUD) for a townhouse (single-family attached) development consisting of 23 townhouse units (the "Residential Townhouse Properties") and associated property consisting of "Common open space around said Residential Townhouse Properties including the lake shore and lake bottom property" and "Common Building Areas – Sprinkler/Meter Rooms," all within the R-6 Multiple Family Residential District; and a commercial building, (the "Restaurant Property") located within the B-1 Local and Community Business district in the Village of Lake Zurich (the "Village").
- C. That the areas hereinafter described will benefit specifically from the municipal services to be provided, and that the proposed municipal services are unique and in addition to municipal services provided to the Village as a whole, and it is, therefore, in the best interests of the Village that the expenditure of funds by the Village, and the levy of special taxes against said area, for the services to be provided, be considered.
- D. That the special services to be provided by the Village shall consist of the maintenance, repair, reconstruction and/or replacement of certain improvements within the Subject Property including but not limited to the following – wetland areas, lakefront beaches,

lakefront shoreline, underground detention and vortex, storm sewer maintenance, and special projects including retaining walls and private roadways (hereinafter referred to as the "Improvements") located within the Sanctuary of Lake Zurich Subdivision (the "Subdivision") in the event that the owners of Residential Townhouse Properties, Common open space around said Residential Townhouse Properties including the lake shore and lake bottom property and Common Building Areas – Sprinkler/Meter Rooms; and the "Restaurant Property," or interests in the area as further described in Section 4 below, fail to maintain, repair, reconstruct and/or replace said Improvements as required by:

- (i) The Development Agreement entitled "An Agreement By And Between The Village of Lake Zurich and LZ Development Group LLC, Relating to the Development of Sanctuary of Lake Zurich Subdivision (*300 North Rand Road/881 North Old Rand Road and 320 North Rand Road*, approved by Ordinance No. 2021-07-422 on the 19th day of July, 2021, and recorded with the Lake County Recorder of Deeds on April 11, 2022 as document number 7895544;
- (ii) Village Ordinance No. 2021-07-421 Granting Approval of a Planned Unit Development (PUD), Amendment to the Official Zoning Map, Subdivision Plat, Development Concept and Final Plan, Special Use Permits and Modifications to the Zoning and Land Development Code for a Mixed-Use Subdivision (*300 North Rand Road/881 North Old Rand Road and 320 North Rand Road*) approved on the 19th day of July, 2021, and recorded with the Lake County Recorder of Deeds on April 11, 2022 as document number 7895543.
- (iii) The Plat of Subdivision for The Sanctuary of Lake Zurich, being a Subdivision in part of the southeast quarter of Section 18, Township 43 north, Range 10, east of the Third Principal Meridian, in Lake County, Illinois, approved by the Village on the 19th day of July, 2021, and recorded with the Lake County Recorder of Deeds on October 3, 2022 as document number 7936523; and

(hereinafter the "Special Services").

SECTION 3: PUBLIC HEARING - TAX RATES.

- A. That a public hearing shall be held on the 21st day of February, 2023, at 7:00 p.m., in the Lake Zurich Village Hall, Board Room, 70 East Main Street, Lake Zurich, Illinois, to consider the creation of Special Service Area Number 20 of the Village in the area described in the notice of public hearing set forth in Section 4 hereof (hereinafter the "Public Hearing").
- B. At said Public Hearing, the levy of direct annual taxes at the rate not to exceed the following:
 - Properties designated as "Residential Townhouse Properties," "Common open space around Residential Townhouse Properties including the lake shore and lake bottom property" and "Common Building Areas – Sprinkler/Meter Rooms":
A tax levy at a rate not to exceed \$0.847 per \$100.00 of equalized assessed valuation of such property;

- Property designated as “Restaurant Property”
A tax levy at a rate not to exceed \$2.874 per \$100.00 of equalized assessed valuation of such property.

in Special Service Area Number 20, for each year during which the Village is required to expend funds relative to said Special Services, so long as the Improvements, as referenced above, exist, will be considered.

- C. As taxes will not be levied until such time, if any, as the Village actually expends funds for said Special Services, it is currently unknown as to the actual amount of the taxes that will be levied for the initial year, if any, for which taxes will be levied within Special Service Area Number 20; however, any such initial tax levy shall not exceed the maximum tax rate as set forth in Section 3.B above.
- D. The aforementioned taxes shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Property Tax Code (35 ILCS 200/1-1 *et seq.*), as amended.

SECTION 4: NOTICE OF PUBLIC HEARING.

Notice of the Public Hearing shall be published at least once not less than fifteen (15) days prior to the Public Hearing in one (1) or more newspapers of general circulation in the Village, and notice by mailing shall be given by depositing said notice in the U.S. mail addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each lot, block, tract or parcel of land lying within the proposed Special Service Area Number 20, with said notice by mailing being mailed not less than ten (10) days prior to the time set for the Public Hearing (hereinafter collectively the “Notice”). In the event taxes for the last preceding year were not paid, the Notice shall be sent to the person last listed on the tax rolls prior to that year as the owner of said property. The Notice shall be in substantially the following form:

“NOTICE OF PUBLIC HEARING
VILLAGE OF LAKE ZURICH
SPECIAL SERVICE AREA NUMBER 20

NOTICE IS HEREBY GIVEN that on Tuesday, February 21, 2023, at 7:00 p.m. in the Lake Zurich Village Hall Board Room, 70 East Main Street, Lake Zurich, Illinois, a public hearing will be held by the President and Board of Trustees of the Village of Lake Zurich to consider forming a special service area consisting of the following described property:

The Sanctuary of Lake Zurich Subdivision described as being a subdivision in part of the Southeast Quarter of Section 18, Township 43 North, Range 10, East of the Third Principal Meridian, Lake County, Illinois, recorded with the Lake County Recorder of Deeds on October 3, 2022 as document number 7936523;

Specifically, and for reference, Lots 2, 3, 4 and Outlots A and B (herein referred to as the “Residential Townhouse Properties”) addressed as follows:

| Residential Townhouse Properties | | |
|---|-----------------|--|
| 2 Golden Sunset Drive | 20 Natalie Lane | 41 Natalie Lane |
| 4 Golden Sunset Drive | 22 Natalie Lane | 42 Natalie Lane |
| 6 Golden Sunset Drive | 24 Natalie Lane | 44 Natalie Lane |
| 8 Golden Sunset Drive | 26 Natalie Lane | 46 Natalie Lane |
| 10 Golden Sunset Drive | 28 Natalie Lane | 48 Natalie Lane |
| 12 Golden Sunset Drive | 30 Natalie Lane | 50 Natalie Lane |
| 14 Golden Sunset Drive | 32 Natalie Lane | 52 Natalie Lane |
| | 34 Natalie Lane | 54 Natalie Lane |
| Common open space around Residential Townhouse Properties including the lake shore and lake bottom property | | 60 Natalie Lane |
| Common Building Areas – Sprinkler/Meter Rooms | | 16 Golden Sunset Drive 18 Natalie Lane 56 Natalie Lane |

And

Specifically, and for reference, Lot 1 (herein referred to as the “Restaurant Property”) addressed as follows:

| | |
|---------------------|---------------------|
| Restaurant Property | 350 North Rand Road |
|---------------------|---------------------|

Street Location: The Southeast Corner of North Rand Road and North Old Rand Road, Lake Zurich, Illinois.

All interested persons affected by the formation of Lake Zurich Special Service Area Number 20 will be given an opportunity to be heard regarding the formation of and the boundaries of Special Service Area Number 20 and may object to the formation of Special Service Area Number 20 and the levy of taxes affecting said Special Service Area Number 20.

The purpose of the formation of Lake Zurich Special Service Area Number 20 is to fund the Village of Lake Zurich’s cost of maintaining, repairing, reconstructing and/or replacing certain improvements within the Subdivision for the above-described property including but not limited to the following – Wetland Areas, Lakefront Beaches, Lakefront Shoreline, Underground detention and Vortex, Storm Sewer Maintenance, and Special Projects including Retaining walls and Private Roadways (hereinafter referred to as the “Improvements”); in the event that the owners of the above-described property fail to maintain, repair, reconstruct and/or replace said Improvements as required by:

- (iv) The Development Agreement entitled “An Agreement By And Between The Village of Lake Zurich and LZ Development Group LLC, Relating to the Development of Sanctuary of Lake Zurich Subdivision (300 North Rand Road/881 North Old Rand Road and 320 North Rand Road, approved by Ordinance No. 2021-

07-422 on the 19th day of July, 2021, and recorded with the Lake County Recorder of Deeds on April 11, 2022 as document number 7895544;

- (v) Village Ordinance No. 2021-07-421 Granting Approval of a Planned Unit Development (PUD), Amendment to the Official Zoning Map, Subdivision Plat, Development Concept and Final Plan, Special Use Permits and Modifications to the Zoning and Land Development Code for a Mixed-Use Subdivision (*(300 North Rand Road/881 North Old Rand Road and 320 North Rand Road)*) approved on the 19th day of July, 2021, and recorded with the Lake County Recorder of Deeds on April 11, 2022 as document number 7895543.
- (vi) The Plat of Subdivision for The Sanctuary of Lake Zurich, being a Subdivision in part of the southeast quarter of Section 18, Township 43 north, Range 10, east of the Third Principal Meridian, in Lake County, Illinois, approved by the Village on the 19th day of July, 2021, and recorded with the Lake County Recorder of Deeds on October 3, 2022 as document number 7936523; and

(hereinafter the “Special Services”) within said Special Service Area 20.

A tax levy at the following rates of equalized assessed valuation of the following property in Special Service Area Number 20 is determined:

- Properties designated as “Residential Townhouse Properties,” “Common open space around Residential Townhouse Properties including the lake shore and lake bottom property” and “Common Building Areas – Sprinkler/Meter Rooms”:
A tax levy at a rate not to exceed \$0.847 per \$100.00 (tax rate) of equalized assessed valuation of such property;
- Property designated as “Restaurant Property”:
A tax levy at a rate not to exceed \$2.874 per \$100.00 (tax rate) of equalized assessed valuation of such property.

A tax levy, not to exceed the above depicted tax rates, for each year during which the Village of Lake Zurich is required to expend funds relative to said Special Services, so long as the Improvements, as referenced above, exist, will be considered at the public hearing. As taxes will not be levied until such time, if any, as the Village actually expends funds for said Special Services, it is currently unknown as to the actual amount of the taxes that will be levied for the initial year, if any, for which taxes will be levied within Special Service Area Number 20; however, any such initial tax levy shall not exceed the maximum tax rates as set forth above. Said taxes are to be levied upon all taxable property within the proposed Special Service Area Number 20.

At the public hearing, all persons affected by the formation of said Special Service Area Number 20, including all persons owning taxable real estate therein, will be given an opportunity to be heard. The public hearing may be adjourned by the President and Board of Trustees to another date without further notice, other than a motion, to be entered upon the minutes of its meeting, fixing the time and place of its adjournment and/or as otherwise required by law.

If a petition signed by at least fifty-one (51%) of the electors residing within Special Service Area Number 20 and by at least fifty-one (51%) of the owners of record of the land included within the boundaries of Special Service Area Number 20 is filed with the Village Clerk, within sixty (60) days following the final adjournment of the public hearing, objecting to the creation of Special Service Area Number 20, the enlargement thereof, the levy or imposition of a tax for the provision of the Special Services to the area, or to a proposed increase in the tax rate, said Special Service Area Number 20 may not be created or enlarged, and no tax may be levied or imposed nor the rate increased.

DATED this 30th day of January, 2023.

Kathleen Johnson
Village Clerk
Village of Lake Zurich

SECTION 5: EFFECTIVE DATE

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

PASSED by a roll call vote of the Board of Trustees of the Village of Lake Zurich, Lake County, Illinois, at a Regular Meeting thereof, held on the 21st day of February, 2023, and approved by me as Village President, and attested by the Village Clerk, on the same day.

Village President

ATTEST:

Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

CLERK'S CERTIFICATE

I, Kathleen Johnson, Village Clerk of the Village of Lake Zurich, in the County of Lake and State of Illinois, certify that the annexed and foregoing is a true and correct copy of that certain Ordinance now on file in my office, entitled:

ORDINANCE NO. 2023-02-_____

AN ORDINANCE PROPOSING THE ESTABLISHMENT OF A SPECIAL SERVICE AREA
NUMBER 20 IN THE VILLAGE OF LAKE ZURICH, AND PROVIDING FOR A PUBLIC
HEARING AND OTHER PROCEDURES IN CONNECTION THEREWITH

Sanctuary of Lake Zurich

which Ordinance was passed by the Board of Trustees of the Village of Lake Zurich at its Regular Meeting on the 21st day of February, 2023, at which meeting a quorum was present, and approved by the President of the Village of Lake Zurich on the 21st day of February, 2023.

I further certify that the vote on the question of the passage of said Ordinance by the Board of Trustees of the Village of Lake Zurich was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees of the Village of Lake Zurich, and that the result of said vote was as follows, to-wit:

AYES:

NAYS:

ABSENT:

I do further certify that the original Ordinance, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Lake Zurich, this day of February, 2023.

[SEAL.]

**Kathleen Johnson
Village Clerk**

**“NOTICE OF PUBLIC HEARING
VILLAGE OF LAKE ZURICH
SPECIAL SERVICE AREA NUMBER 20**

NOTICE IS HEREBY GIVEN that on Tuesday, February 21, 2023, at 7:00 p.m. in the Lake Zurich Village Hall Board Room, 70 East Main Street, Lake Zurich, Illinois, a public hearing will be held by the President and Board of Trustees of the Village of Lake Zurich to consider forming a special service area consisting of the following described property:

The Sanctuary of Lake Zurich Subdivision described as being a subdivision in part of the Southeast Quarter of Section 18, Township 43 North, Range 10, East of the Third Principal Meridian, Lake County, Illinois, recorded with the Lake County Recorder of Deeds on October 3, 2022 as document number 7936523;

Specifically, and for reference, Lots 2, 3, 4 and Outlots A and B (herein referred to as the “Residential Townhouse Properties”) addressed as follows:

| Residential Townhouse Properties | | |
|---|-----------------|--|
| 2 Golden Sunset Drive | 20 Natalie Lane | 41 Natalie Lane |
| 4 Golden Sunset Drive | 22 Natalie Lane | 42 Natalie Lane |
| 6 Golden Sunset Drive | 24 Natalie Lane | 44 Natalie Lane |
| 8 Golden Sunset Drive | 26 Natalie Lane | 46 Natalie Lane |
| 10 Golden Sunset Drive | 28 Natalie Lane | 48 Natalie Lane |
| 12 Golden Sunset Drive | 30 Natalie Lane | 50 Natalie Lane |
| 14 Golden Sunset Drive | 32 Natalie Lane | 52 Natalie Lane |
| | 34 Natalie Lane | 54 Natalie Lane |
| Common open space around Residential Townhouse Properties including the lake shore and lake bottom property | | 60 Natalie Lane |
| Common Building Areas – Sprinkler/Meter Rooms | | 16 Golden Sunset Drive 18 Natalie Lane 56 Natalie Lane |

And

Specifically, and for reference, Lot 1 (herein referred to as the “Restaurant Property”) addressed as follows:

| | |
|---------------------|---------------------|
| Restaurant Property | 350 North Rand Road |
|---------------------|---------------------|

Street Location: The Southeast Corner of North Rand Road and North Old Rand Road, Lake Zurich, Illinois.

All interested persons affected by the formation of Lake Zurich Special Service Area Number 20 will be given an opportunity to be heard regarding the formation of and the boundaries of Special Service Area Number 20 and may object to the formation of Special Service Area Number 20 and the levy of taxes affecting said Special Service Area Number 20.

The purpose of the formation of Lake Zurich Special Service Area Number 20 is to fund the Village of Lake Zurich's cost of maintaining, repairing, reconstructing and/or replacing certain improvements within the Subdivision for the above-described property including but not limited to the following – Wetland Areas, Lakefront Beaches, Lakefront Shoreline, Underground detention and Vortex, Storm Sewer Maintenance, and Special Projects including Retaining walls and Private Roadways (hereinafter referred to as the "Improvements"); in the event that the owners of the above-described property fail to maintain, repair, reconstruct and/or replace said Improvements as required by:

- (i) The Development Agreement entitled "An Agreement By And Between The Village of Lake Zurich and LZ Development Group LLC, Relating to the Development of Sanctuary of Lake Zurich Subdivision (*300 North Rand Road/881 North Old Rand Road and 320 North Rand Road*, approved by Ordinance No. 2021-07-422 on the 19th day of July, 2021, and recorded with the Lake County Recorder of Deeds on April 11, 2022 as document number 7895544;
- (ii) Village Ordinance No. 2021-07-421 Granting Approval of a Planned Unit Development (PUD), Amendment to the Official Zoning Map, Subdivision Plat, Development Concept and Final Plan, Special Use Permits and Modifications to the Zoning and Land Development Code for a Mixed-Use Subdivision (*300 North Rand Road/881 North Old Rand Road and 320 North Rand Road*) approved on the 19th day of July, 2021, and recorded with the Lake County Recorder of Deeds on April 11, 2022 as document number 7895543.
- (iii) The Plat of Subdivision for The Sanctuary of Lake Zurich, being a Subdivision in part of the southeast quarter of Section 18, Township 43 north, Range 10, east of the Third Principal Meridian, in Lake County, Illinois, approved by the Village on the 19th day of July, 2021, and recorded with the Lake County Recorder of Deeds on October 3, 2022 as document number 7936523; and

(hereinafter the "Special Services") within said Special Service Area 20.

A tax levy at the following rates of equalized assessed valuation of the following property in Special Service Area Number 20 is determined:

- Properties designated as "Residential Townhouse Properties," "Common open space around Residential Townhouse Properties including the lake shore and lake bottom property" and "Common Building Areas – Sprinkler/Meter Rooms":
A tax levy at a rate not to exceed \$0.847 per \$100.00 (tax rate) of equalized assessed valuation of such property;
- Property designated as "Restaurant Property":

A tax levy at a rate not to exceed \$2.874 per \$100.00 (tax rate) of equalized assessed valuation of such property.

A tax levy, not to exceed the above depicted tax rates, for each year during which the Village of Lake Zurich is required to expend funds relative to said Special Services, so long as the Improvements, as referenced above, exist, will be considered at the public hearing. As taxes will not be levied until such time, if any, as the Village actually expends funds for said Special Services, it is currently unknown as to the actual amount of the taxes that will be levied for the initial year, if any, for which taxes will be levied within Special Service Area Number 20; however, any such initial tax levy shall not exceed the maximum tax rates as set forth above. Said taxes are to be levied upon all taxable property within the proposed Special Service Area Number 20.

At the public hearing, all persons affected by the formation of said Special Service Area Number 20, including all persons owning taxable real estate therein, will be given an opportunity to be heard. The public hearing may be adjourned by the President and Board of Trustees to another date without further notice, other than a motion, to be entered upon the minutes of its meeting, fixing the time and place of its adjournment and/or as otherwise required by law.

If a petition signed by at least fifty-one (51%) of the electors residing within Special Service Area Number 20 and by at least fifty-one (51%) of the owners of record of the land included within the boundaries of Special Service Area Number 20 is filed with the Village Clerk, within sixty (60) days following the final adjournment of the public hearing, objecting to the creation of Special Service Area Number 20, the enlargement thereof, the levy or imposition of a tax for the provision of the Special Services to the area, or to a proposed increase in the tax rate, said Special Service Area Number 20 may not be created or enlarged, and no tax may be levied or imposed nor the rate increased.

DATED this 30th day of January, 2023.

Kathleen Johnson
Village Clerk
Village of Lake Zurich



At the Heart of Community

COMMUNITY DEVELOPMENT DEPARTMENT

505 Telser Road
Lake Zurich, Illinois 60047

Phone (847) 540-1696
Fax (847) 726-2182
LakeZurich.org

February 1, 2023

RE: Sanctuary of Lake Zurich Backup SSA #20 Public Hearing Notices

The attached notice for public hearing is sent to the following recipients:
(includes all the property owners in the proposed SSA and to persons who paid the property taxes for the preceding year)

LZ DEVELOPMENT GROUP LLC
ROMEO KAPUDIJA
601 DUNDEE AVE
EAST DUNDEE , IL 60118

HOLMES LAKE PROPERTIES, LLC
TIMOTHY T ANDREWS
3000 GARLAND LN #3463
BARRINGTON , IL 60010

KAPITAL INVESTMENTS, LLC
ROMEO KAPUDIJA
601 DUNDEE AVE
EAST DUNDEE , IL 60118

For questions or comments, please contact:

Sarosh B. Saher, AICP
Community Development Director
Village of Lake Zurich
505 Telser Road, Lake Zurich, IL 60047
sarosh.saher@lakezurich.org
Direct: 847-540-1754

A handwritten signature in black ink, appearing to read "Sarosh Saher".

Sarosh Saher
Community Development Director

Copy to: File

NOTICE OF PUBLIC HEARING
VILLAGE OF LAKE ZURICH
SPECIAL SERVICE AREA NUMBER 20

NOTICE IS HEREBY GIVEN here on this 21st day of February, 2023, at 7:00 p.m. in the Lake Zurich Village Hall Board Room, 70 East Main Street, Lake Zurich, Illinois, a public hearing will be held to present the proposed formation of the Village of Lake Zurich to consider forming a special service area consisting of the following described property:

The Sanctuary of Lake Zurich Subdivision described as being a subdivision in part of the Southeast Quarter of Section 18, Township 43 North, Range 10, East of the Third Principal Meridian, in Lake County, Illinois, recorded with the Lake County Recorder of Deeds on October 3, 2022 as document number 7936523;

Specifically, and for reference, Lots 2, 3, 4 and Outlots #1 through #6, as referred to in the "Residential Townhouse Properties" addressed as follows:

Residential Townhouse Properties

| | | |
|---|-----------------|-----------------|
| 2 Golden Sunset Drive | 20 Notable Lane | 41 Notable Lane |
| 4 Golden Sunset Drive | 22 Notable Lane | 43 Notable Lane |
| 6 Golden Sunset Drive | 24 Notable Lane | 44 Notable Lane |
| 8 Golden Sunset Drive | 26 Notable Lane | 46 Notable Lane |
| 10 Golden Sunset Drive | 28 Notable Lane | 48 Notable Lane |
| 12 Golden Sunset Drive | 30 Notable Lane | 50 Notable Lane |
| 14 Golden Sunset Drive | 32 Notable Lane | 52 Notable Lane |
| Common open space around Residential Townhouse Properties including the lake shore and lake bottom property | | |
| Common Building Areas | | |
| Sprinkler/Meter Rooms | | |

Common Building Areas

| |
|------------------------|
| 16 Golden Sunset Drive |
| 18 Notable Lane |
| 56 Notable Lane |

And

Specifically, and for reference, Lot 1 herein referred to as the "Restaurant Property" addressed as follows:

Restaurant Property

| |
|---|
| 390 North Rand Road |
| Street Location: The southeast corner of North Rand Road and Old Rand Road, Lake Zurich, Illinois |

All interested persons affected by the formation of Lake Zurich Special Service Area Number 20 will be given an opportunity to be heard at the public hearing on the 21st day of February, 2023, at the boundaries of Special Service Area Number 20 and may object to the formation of Special Service Area Number 20 and the levy of taxes affecting said Special Service Area Number 20.

The purpose of the formation of Lake Zurich Special Service Area Number 20 is to fund the Village of Lake Zurich's cost of providing certain services, including but not limited to, the following: - Wetland Areas, Lakefront Beaches, Lakefront Roads, Stormwater Management, Stormwater Sewer Maintenance, and Special Projects including Re-turfing walls and Private Roadsways (hereinafter referred to as the "improvements"); in the event that the owners of the property within the proposed Special Service Area Number 20 construct and/or replace said improvements as required by:

(i) The Development Agreement entitled "An Agreement By And Between The Village of Lake Zurich and LZ Development Group LLC, Relating to the Development of Sanctuary of Lake Zurich Subdivision (300 North Rand Road/90 North Old Rand Road) and the recording of the same by Ordinance No. 2021-07-022 on the 19th day of July, 2021, and recorded with the Lake County Recorder of Deeds on April 11, 2022, as document number 7893543;

(ii) The Development Agreement entitled "An Agreement By And Between The Village of Lake Zurich and LZ Development Group LLC, Relating to the Development of Sanctuary of Lake Zurich Subdivision (300 North Rand Road/90 North Old Rand Road) and the recording of the same by Ordinance No. 2021-07-022 on the 19th day of July, 2021, and recorded with the Lake County Recorder of Deeds on April 11, 2022 as document number 7893543;

(iii) Plot of Subdivision for The Sanctuary of Lake Zurich, being a subdivision in part of the southeast quarter of Section 18, Township 43 north, Range 10, east of the Third Principal Meridian, in Lake County, Illinois, approved by the Village Board on January 10, 2023, and recorded with the Lake County Recorder of Deeds on October 3, 2022 as document number 7936523; and

(iv) The "Special Services" within said Special Service Area Number 20.

A tax levy of the following rates of equalized assessed value of the following property in Special Service Area Number 20 is determined:

- Properties designated as "Residential Townhouse Properties" including the lake shore and lake bottom property and "Common Building Areas - Sprinkler/Meter Rooms":
- A tax levy of a rate not to exceed \$0.84 per \$100.00 (tax rate) of equalized assessed valuation of such property;
- Properties designated as "Restaurant Property":
- A tax levy of a rate not to exceed \$2.874 per \$100.00 (tax rate) of equalized assessed valuation of such property;
- A tax levy of a rate not to exceed \$0.84 per \$100.00 (tax rate) for each year during which the Village of Lake Zurich is required to expend funds relative to said Special Services, so long as the improvements referenced above, exist, will be considered the public money and will be levied until such time, if any, as the Village actually expends funds for said Special Services. It is currently unknown if the Village will be required to expend funds for the initial year, if any, for which taxes will be levied within Special Service Area Number 20; however, any such initial tax levy shall not exceed the maximum tax rates as set forth above. Taxes will be levied on the equalized assessed value of the property within the proposed Special Service Area Number 20.

At the public hearing, all persons affected by the formation of said Special Service Area Number 20, including all persons owning taxable real estate therein, will be given an opportunity to be heard. The public hearing may be adjourned by the President of the Board, at another date without further notice, other than a motion, to be entered upon the minutes of its meeting, fixing the time and place of the adjournment and/or otherwise required by law.

If a petition signed by at least fifty-one (51%) of the electors residing within Special Service Area Number 20 and by at least fifty-one (51%) of the electors residing in the townships within the boundaries of Special Service Area Number 20 is filed with the Village Clerk, within sixty (60) days following the final adjournment of the public hearing, objecting to the formation of the Special Service Area Number 20, the Village Clerk, within thirty (30) days following the adjournment thereof, the levy or imposition of a tax for the provision of the Special Services to the area, or to a proposed increase in the tax rate for Special Service Area Number 20, shall be creased or enlarged and no tax may be levied or imposed nor the rate increased.

DATED this 30th day of January, 2023.

John Johnson
 Village Clerk
 Village of Lake Zurich

Published in Daily Herald February 1, 2023 (4594784)

CERTIFICATE OF PUBLICATION
Paddock Publications, Inc.

Lake County
Daily Herald

Corporation organized and existing under and by virtue of the laws of the State of Illinois, DOES HEREBY CERTIFY that it is the publisher of the **Lake County DAILY HERALD**. That said **Lake County DAILY HERALD** is a secular newspaper, published in Libertyville and has been circulated daily in the Village(s) of:

Antioch, Bannockburn, Deerfield, Fox Lake, Fox River Grove, Gages, Lake, Grandwood Park, Grayslake, Green Oaks, Gurnee, Hainesville, Hawthorn Woods, Highland Park, Highwood, Indian Creek, Ingleside, Island Lake, Kildeer, Lake Barrington, Lake Bluff, Lake Forest, Lake Villa, Lake Zurich, Lakemoor, Libertyville, Lincolnshire, Lindenhurst, Long Grove, Long Lake, Mundelein, North Barrington, Prairie View, Riverwoods, Round Lake, Round Lake Beach, Round Lake Park, Third Lake, Vernon Hills, Volo, Wadsworth, Waukegan, Wauconda, Wildwood

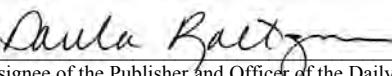
County(ies) of Lake

and State of Illinois, continuously for more than one year prior to the date of the first publication of the notice hereinafter referred to and is of general circulation throughout said Village(s), County(ies) and State.

I further certify that the Lake County DAILY HERALD is a newspaper as defined in "an Act to revise the law in relation to notices" as amended in 1992 Illinois Compiled Statutes, Chapter 715, Act 5, Section 1 and 5. That a notice of which the annexed printed slip is a true copy, was published 02/01/2023 in said Lake County DAILY HERALD.

IN WITNESS WHEREOF, the undersigned, the said PADDOCK PUBLICATIONS, Inc., has caused this certificate to be signed by, this authorized agent, at Arlington Heights, Illinois.

PADDOCK PUBLICATIONS, INC.
 DAILY HERALD NEWSPAPERS

BY 
 Designee of the Publisher and Officer of the Daily Herald

Control # 4594784

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 Page 1 of 4
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 IL Rental Housing Fund: \$0.00
 Lake County IL Recorder
 Mary Ellen Vanderventer Recorder
 File 7936523

NUMBER OF PLAT PAGES

3

| SECTION | TOWNSHIP | RANGE |
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- EASEMENT
- VACATION
- OTHER _____

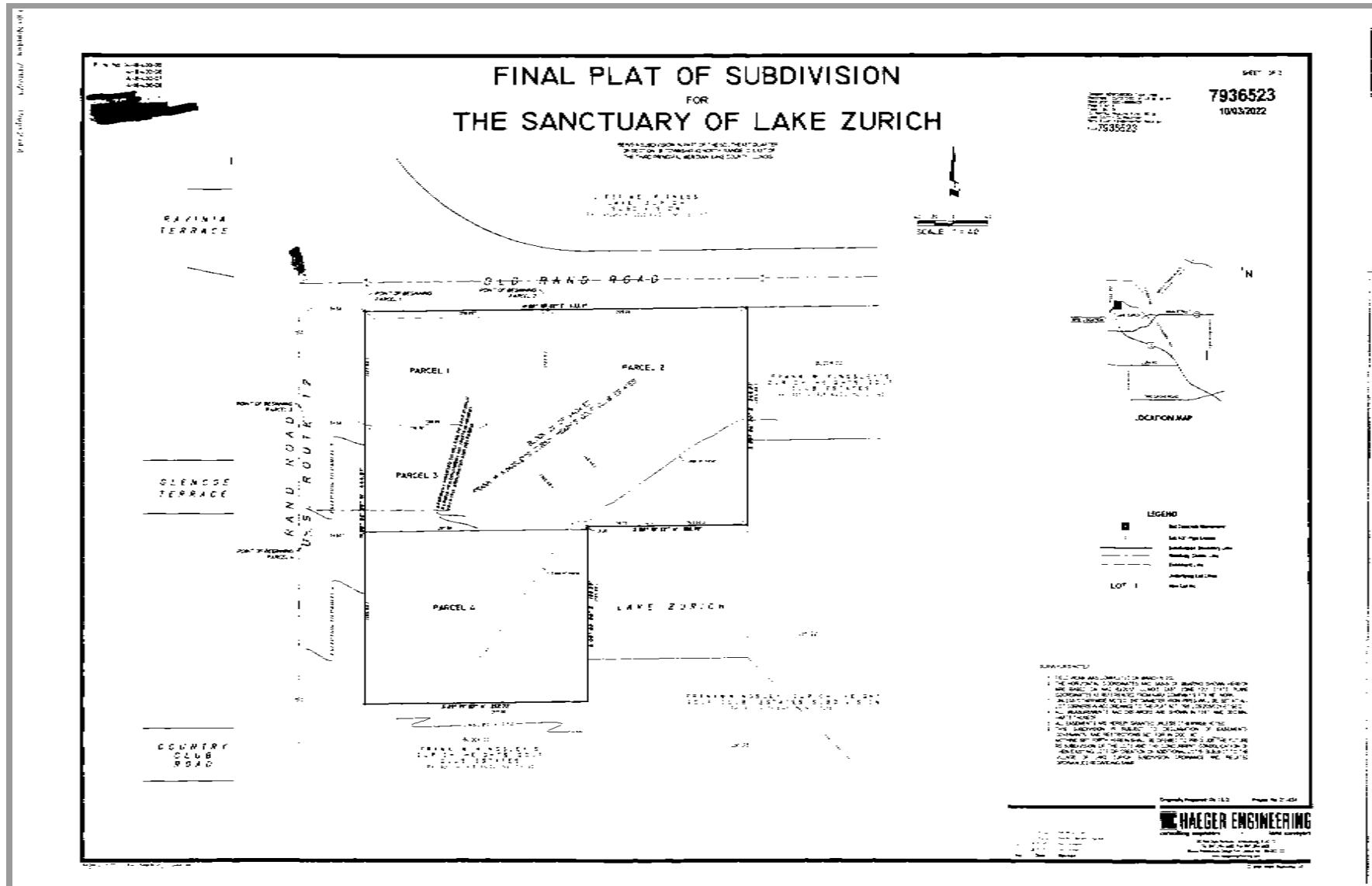
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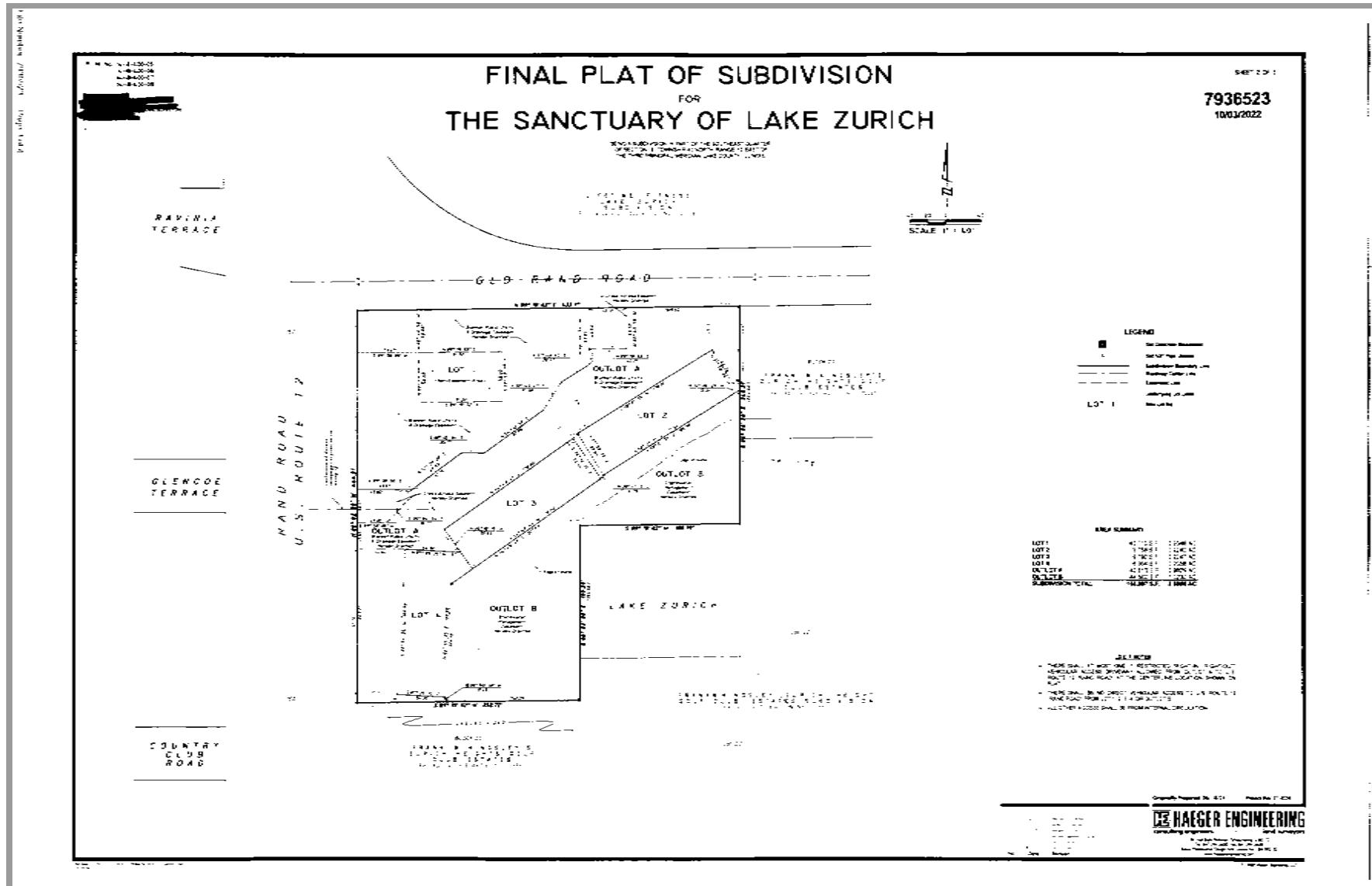
Sanctuary of Lake Zurich

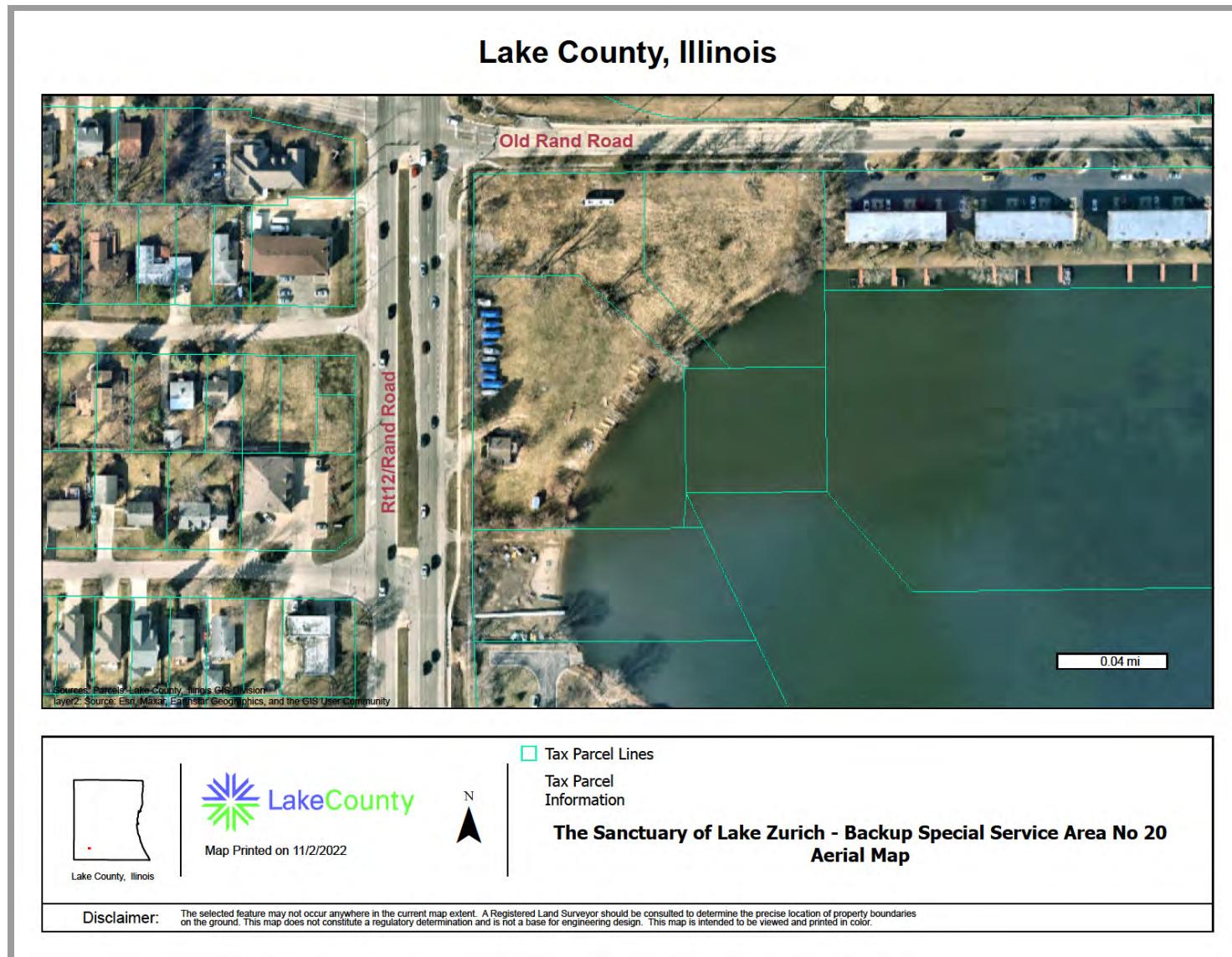
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Agenda Item: 8A

FINANCE DEPARTMENT

*At the Heart of Community*70 East Main Street
Lake Zurich, Illinois 60047(847) 438-5141
LakeZurich.org

MEMORANDUM

Date: February 14, 2023
To: Ray Keller, Village Manager
From: Amy Sparkowski, Director of Finance
Subject: Budget Amendment #2 for Fiscal Year 2022

Issue: Upon evaluation of the financial projections for the 2022 fiscal year, a number of necessary budget amendments have been identified. These amendments are based on either actual figures or best estimates for projected year-end results.

Strategic Plan: A critical component to financial stability is properly monitoring revenues and expenditures throughout the year, adjusting the budget as necessary.

Analysis: The annual budget is a legal document, providing legal level of control at the department level for the General Fund and at the fund level for the remaining funds. The proposed ordinance must be passed by a two-thirds vote of the Village Board. A listing of all proposed amendments has been included as Appendix A. The net impact to each fund affected is as shown below. Positive numbers INCREASE fund balance position, the result of reduced expenditures and/or increased revenues.

| Fund Title | Net Impact to Fund Balance |
|------------------------------|----------------------------|
| General Fund | 2,741 |
| Capital Improvement Fund | 2,430,000 |
| Total Net Adjustments | 2,432,741 |

Highlights for the specific funds include:

GENERAL FUND:

Overall, the amended budget for General Fund has an increase to fund balance of \$95k and a transfer to the Capital Improvement Fund of \$3.53M. Through the budget process, all revenue and expenditure accounts of the General Fund were evaluated carefully. Staff will review the final numbers once the year end work is complete and evaluate if additional adjustments are required.

The largest adjustments to revenue are Ambulance Service, Gas Utility Tax, Fire District Agreement, and Video Gaming Tax. The increase to Ambulance service fees is \$759k. This revenue is based on activity and need; however, a portion of the increase is due to receipts from the Ground Emergency Medical Transport Program. The Gas Utility Tax and Video Gaming Tax have performed better than expected for 2022. Therefore, the amendment proposes raising the expected Gas Utility Tax by \$278k and Video Gaming Tax by \$122k, based on receipts to date. During 2022, the Village received a true up payment per the fire district agreement, increasing the revenue by \$221k. Additionally, some adjustments to revenue are proposed for police special detail and grant revenue. The increase for these revenues is offset by the increase in related expenditures. Finally, engineering review revenue is increased by \$127k based on activity during the year. Overall, revenue budget changes net an increase of \$2.44M.

The amendment includes revisions to expenditure accounts in the General Fund as well. Any department that is forecasting to end the year over-budget, and unable to meet the allowable budget transfer criteria, is required to have an amendment. The Fire Department overtime exceeds the original budget expectations. A portion of the amount over budget is offset by full time salary. The Police Department has a similar pattern with overtime. A portion of the overtime for PD is the result of special detail engagements, and is offset by the increase in special detail revenue, as well as savings from the full-time salary expenditure line. Another large item to note is an increase in Community Development for Engineering/Architectural expenditures, due to increased activity during the year. Consequently, the Village received additional engineering reimbursement revenue for expenses related to projects with escrow funds, which compensates for part of the deficit.

Additional savings are anticipated of which an amendment is not recommended.

CAPITAL IMPROVEMENT FUND:

With the better than anticipated General Fund performance, General Fund adjustments include transferring an additional \$2.43M to the Capital Improvement Fund, leading to a revenue increase in this fund. The additional transfer will advance funding for some of the critical projects coming due in future years.

Recommendation: Staff recommends the Village Board approve via a minimum two-thirds majority vote, the attached ordinance approving budget amendment #2 for the fiscal year 2022.

W/Attachments: Ordinance for Budget Amendment #2, including Appendix A

Village of Lake Zurich
 Fiscal Year 2022
 Budget Amendment #2
 February 14, 2023

APPENDIX A

| Revenue/ Expenditure | Department | Title | Account # | Increase / (Decrease) | Original Budget | Amended Budget |
|-------------------------|--------------------|--------------------------------|-----------------|--------------------------|--------------------|-------------------|
| GENERAL FUND | | | | | | |
| Revenues | GENERAL GOVERNMENT | GAS UTILITY TAX | 101-10001-41442 | 278,000 | 305,000 | 583,000 |
| Revenues | GENERAL GOVERNMENT | SALES TAX | 101-10001-42301 | 55,923 | 7,648,077 | 7,704,000 |
| Revenues | GENERAL GOVERNMENT | INCOME TAX | 101-10001-42302 | 92,241 | 3,127,435 | 3,219,676 |
| Revenues | GENERAL GOVERNMENT | VIDEO GAMING TAX | 101-10001-42308 | 121,992 | 235,000 | 356,992 |
| Revenues | GENERAL GOVERNMENT | FIRE DISTRICT AGREEMENT | 101-10001-42502 | 220,933 | 5,758,573 | 5,979,506 |
| Revenues | GENERAL GOVERNMENT | GRANTS | 101-10001-42503 | 165,000 | 54,900 | 219,900 |
| Revenues | GENERAL GOVERNMENT | RENTAL INCOME | 101-10001-48303 | 33,810 | 29,900 | 63,710 |
| Revenues | GENERAL GOVERNMENT | SALE OF FIXED ASSETS | 101-10001-48306 | 16,789 | 10,000 | 26,789 |
| Revenues | GENERAL GOVERNMENT | PAVILION FEES | 101-10190-48450 | 40,273 | 50,000 | 90,273 |
| Revenues | POLICE | SPECIAL DETAIL | 101-24200-45153 | 138,125 | 20,000 | 158,125 |
| Revenues | FIRE | AMBULANCE SERVICE FEE | 101-25300-45001 | 759,000 | 675,000 | 1,434,000 |
| Revenues | FIRE | FIRE SUPPRESSION SYSTEM REVIEW | 101-25300-45212 | 18,669 | 10,000 | 28,669 |
| Revenues | FIRE | FIRE INSPECTION MISCELLANEOUS | 101-25300-45213 | 11,359 | 35,000 | 46,359 |
| Revenues | FIRE | SITE PLAN REVIEW | 101-25300-45806 | 10,915 | 5,000 | 15,915 |
| Revenues | COMM. DEVELOPMENT | REIMBURSEMENTS | 101-28001-42901 | 56,800 | 3,000 | 59,800 |
| Revenues | COMM. DEVELOPMENT | SIDEWALK FEES | 101-28001-43215 | 96,341 | - | 96,341 |
| Revenues | COMM. DEVELOPMENT | BUILDING PERMITS | 101-28001-43801 | 38,738 | 220,000 | 258,738 |
| Revenues | COMM. DEVELOPMENT | PLUMBING PERMITS | 101-28001-43803 | 17,800 | 30,000 | 47,800 |
| Revenues | COMM. DEVELOPMENT | PERMIT PLAN REVIEW | 101-28001-43808 | 21,151 | 100,000 | 121,151 |
| Revenues | COMM. DEVELOPMENT | ENGINEERING REVIEW | 101-28001-45801 | 127,000 | 120,000 | 247,000 |
| Revenues | COMM. DEVELOPMENT | ENGINEERING REIMBURSEMENT | 101-28001-45802 | 74,922 | 10,500 | 85,422 |
| Revenues | COMM. DEVELOPMENT | HVAC/MECHANICAL PERMITS | 101-28001-45804 | 31,653 | 40,000 | 71,653 |
| Revenues | PUBLIC WORKS | VEHICLE MAINT CHARGE | 101-36400-42507 | 16,665 | 24,000 | 40,665 |
| | | | | | | 2,444,099 |

| | | | | | | |
|-------------|-------------------|---------------------------------|-----------------|-----------|-----------|-----------|
| Expenditure | LEGISLATIVE | OTHER PROFESSIONAL SVCS | 101-11006-52111 | 165 | 1,550 | 1,715 |
| Expenditure | LEGISLATIVE | OTHER SUPPLIES | 101-11006-53211 | 40 | 850 | 890 |
| Expenditure | VILLAGE ADMIN | MERIT POOL | 101-12001-50117 | (17,500) | 60,000 | 42,500 |
| Expenditure | VILLAGE ADMIN | OTHER PROFESSIONAL SVCS | 101-12120-52111 | 15,849 | 2,500 | 18,349 |
| Expenditure | VILLAGE ADMIN | LABOR ATTORNEY | 101-12120-52203 | (13,816) | 20,000 | 6,184 |
| Expenditure | FINANCE | FULL TIME | 101-13001-50111 | (29,139) | 326,602 | 297,463 |
| Expenditure | FINANCE | PART TIME | 101-13001-50112 | (19,095) | 38,735 | 19,640 |
| Expenditure | FINANCE | PRINTING-STATIONERY/FORM | 101-13001-53207 | 507 | 860 | 1,367 |
| Expenditure | FINANCE | OTHER SUPPLIES | 101-13001-53211 | 3,283 | 0 | 3,283 |
| Expenditure | TECHNOLOGY | FULL TIME | 101-17001-50111 | (23,227) | 23,750 | 523 |
| Expenditure | POLICE | SOFTWARE MAINTENANCE | 101-24001-52118 | (25,521) | 31,500 | 5,979 |
| Expenditure | POLICE | GRANT PASS THROUGH EXPENDITURES | 101-24001-54316 | 165,146 | 0 | 165,146 |
| Expenditure | POLICE | FULL TIME | 101-24210-50111 | (164,530) | 2,442,466 | 2,277,936 |
| Expenditure | POLICE | OVERTIME | 101-24210-50114 | 192,683 | 400,000 | 592,683 |
| Expenditure | POLICE | PART TIME | 101-24230-50112 | (15,901) | 24,436 | 8,535 |
| Expenditure | POLICE | PART TIME | 101-24240-50112 | (16,212) | 40,511 | 24,299 |
| Expenditure | FIRE | DEFERRED COMPENSATION | 101-25001-50501 | 36,171 | 39,504 | 75,675 |
| Expenditure | FIRE | OTHER PROFESSIONAL SVCS | 101-25001-52111 | (24,127) | 61,542 | 37,415 |
| Expenditure | FIRE | EMPLOYEE EXAMS | 101-25001-54305 | 4,328 | 32,500 | 36,828 |
| Expenditure | FIRE | CAPITAL LEASE | 101-25001-56601 | 968 | 2,532 | 3,500 |
| Expenditure | FIRE | FULL TIME | 101-25320-50111 | (342,406) | 5,199,357 | 4,856,951 |
| Expenditure | FIRE | OVERTIME | 101-25320-50114 | 432,526 | 500,000 | 932,526 |
| Expenditure | FIRE | MACHINERY & EQUIPMENT | 101-25320-55254 | (21,313) | 58,400 | 37,087 |
| Expenditure | FIRE | OTHER PROFESSIONAL SVCS | 101-25330-52111 | 11,000 | 30,000 | 41,000 |
| Expenditure | FIRE | OVERTIME | 101-25340-50114 | (30,444) | 51,580 | 21,136 |
| Expenditure | COMM. DEVELOPMENT | OTHER PROFESSIONAL SVCS | 101-28001-52111 | (47,356) | 218,000 | 170,644 |
| Expenditure | COMM. DEVELOPMENT | ENGR/ARCHITECTURAL | 101-28001-52113 | 122,572 | 200,000 | 322,572 |
| Expenditure | PUBLIC WORKS | ENGR/ARCHITECTURAL | 101-36001-52113 | (60,915) | 116,000 | 55,085 |
| Expenditure | PUBLIC WORKS | MAINT-LAWN & LANDSCAPING | 101-36001-52702 | (41,019) | 85,169 | 44,150 |
| Expenditure | PUBLIC WORKS | MAINT-LAWN & LANDSCAPING | 101-36400-52702 | (42,348) | 192,931 | 150,583 |

Village of Lake Zurich
 Fiscal Year 2022
 Budget Amendment #2
 February 14, 2023

APPENDIX A

| Revenue/ Expenditure | Department | Title | Account # | Increase / (Decrease) | Original Budget | Amended Budget |
|---------------------------------|---------------------------|--------------------------|-----------------|--------------------------|--------------------|-------------------|
| Expenditure | PUBLIC WORKS | BLDG & GROUND MAINT SUPP | 101-36420-53405 | 7,576 | 25,000 | 32,576 |
| Expenditure | PUBLIC WORKS | EQUIP MAINT PART&SUPPLIE | 101-36420-53407 | 11,736 | 7,000 | 18,736 |
| Expenditure | PUBLIC WORKS | MACHINERY & EQUIPMENT | 101-36420-55254 | (29,400) | 54,800 | 25,400 |
| Expenditure | PUBLIC WORKS | OVERTIME | 101-36450-50114 | (28,595) | 80,000 | 51,405 |
| Expenditure | PUBLIC WORKS | EQUIP MAINT PART&SUPPLIE | 101-36471-53407 | 16,672 | 36,000 | 52,672 |
| Expenditure | PARK AND RECREATION | PROGRAM SUPPLIES | 101-67001-53212 | 9,140 | 1,250 | 10,390 |
| Expenditure | PARK AND RECREATION | BANK & CREDIT CARD FEES | 101-67001-54301 | 3,500 | 26,000 | 29,500 |
| Expenditure | PARK AND RECREATION | OTHER SUPPLIES | 101-67935-53211 | 2,449 | 29,550 | 31,999 |
| Expenditure | PARK AND RECREATION | SEASONAL | 101-67940-50113 | (17,974) | 108,825 | 90,851 |
| Expenditure | PARK AND RECREATION | SEASONAL | 101-67970-50113 | (14,115) | 100,730 | 86,615 |
| Expenditure | OTHER FINANCE SOURCE/USES | TRANSFER TO CIP | 101-99001-59401 | <u>2,430,000</u> | 1,095,000 | 3,525,000 |
| | | | | 2,441,358 | | |
| | | | | 2,741 | | |
| CAPITAL IMPROVEMENT FUND | | | | | | |
| Revenue | OTHER FINANCE SOURCE/USES | TRANSFER FROM GENERAL | 401-99001-49101 | <u>2,430,000</u> | 1,095,000 | 3,525,000 |
| | | | | 2,430,000 | | |
| | | | | 2,430,000 | | |

ORDINANCE NO. 2023-02-502

**AN ORDINANCE APPROVING BUDGET AMENDMENT #2 FOR FISCAL
YEAR 2022 BUDGET**

WHEREAS, on December 6, 2021, the President and Board of Trustees of the Village of Lake Zurich approved the FY 2022 budget, as amended on August 1, 2022, and since its passage the Village has found it necessary to amend said Ordinance; and

WHEREAS, pursuant to 65 ILCS 5/8-2-9.6, by a two-thirds vote of the members of the corporate authorities then holding office, the annual budget may be revised by deleting, adding to, changing or creating sub-classes within object classes and object classes themselves.

BE IT ORDAINED by the President and Board of Trustees of the Village of Lake Zurich, Lake County, Illinois, as follows:

SECTION 1: The Village of Lake Zurich Budget Amendment No. 2 for Fiscal Year 2022, attached hereto and made a part hereof, is hereby approved.

SECTION 2: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4: This Ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

PASSED this ____ day of February, 2023.

AYES:

NAYS:

ABSENT:

APPROVED this ____ day of February, 2023.

Tom Poynton, Village President

Kathleen Johnson, Village Clerk

Agenda Item: 8B

PUBLIC WORKS DEPARTMENT

505 Telser Road
Lake Zurich, Illinois 60047(847) 540-1696
Fax (847) 726-2182
LakeZurich.org*At the Heart of Community*

MEMORANDUM

Date: February 14, 2023
To: Ray Keller, Village Manager
From: Michael J. Brown, Director of Public Works
Subject: **Public Works Reorganizational Request Project Manager**

Issue: With the continued increase in the need to repair and maintain public assets, staff has identified the need to allocate additional resources to the overall management of public improvement projects.

Staff is recommending a reorganization that would provide an opportunity for growth from within the Department while also providing additional resources to assist with the management of Village projects.

Analysis: The Village of Lake Zurich currently has planned over 3.2 million in road projects, 2.5 million in water projects, 2.5 million in sewer projects, 6.8 million in downtown infrastructure, and over 6.5 million in capital improvements and all of that is outside of the day to day functions of the department.

In addition, public organizations must remain flexible and adjust their structures as dictated by current events and opportunities. Succession planning is a key element of an effective strategy for managing talent and ensuring that the organization carries out its mission and responsibilities. In recent years, we have been successful in enacting changes that have redistributed workload while maintaining our priorities.

With the addition of two Maintenance Worker 1 positions within the Public Works Department, staff has been provided the opportunity to address additional staffing needs to assist with project management.

The recommended reorganization would propose the promotion of one Maintenance Worker 2 to the position of Project Manager. The position would provide direct assistance to the Public Works Director for the management and oversite of Public Works Projects. The primary function of the position would be to provide direct contact with field representatives, contractors, and provide project support for all Village Departments on various improvement projects. The employee would

be transitioned out of the Collective Bargaining Unit and reclassified as a tier 11 employee that would also have the ability to manage Public Works staff in the absence of current supervisory staff if needed.

The proposed base salary is proposed at \$86,479.00 that would be partially offset from the vacancy of the former Maintenance Worker 2 position base salary of \$78,562.00. Additional savings would be provided with the anticipated hiring of the two new maintenance positions near the end of the first quarter of 2023.

Recommendation: I am respectfully requesting the consideration and approval of the proposed Public Works reorganization and the promotion of an internal candidate to the position of Project Manager.

W/Attachments: [Ordinance with Exhibit A](#)
[Project Manager Job Description](#)
[Maintenance Worker II Job Description](#)

ORDINANCE NO. 2023-02-503

**AN ORDINANCE APPROVING BUDGET AMENDMENT #1 FOR FISCAL
YEAR 2023 BUDGET TO ADJUST STAFFING POSITIONS IN THE PUBLIC
WORKS DEPARTMENT**

WHEREAS, on December 5, 2022, the President and Board of Trustees of the Village of Lake Zurich approved the FY 2023 budget, and since its passage the Village has found it necessary to amend said Ordinance; and

WHEREAS, pursuant to 65 ILCS 5/8-2-9.6, by a two-thirds vote of the members of the corporate authorities then holding office, the annual budget may be revised by deleting, adding to, changing or creating sub-classes within object classes and object classes themselves.

BE IT ORDAINED by the President and Board of Trustees of the Village of Lake Zurich, Lake County, Illinois, as follows:

SECTION 1: The Village of Lake Zurich Budget Amendment No. 1 for Fiscal Year 2023, attached hereto and made a part hereof, is hereby approved.

SECTION 2: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4: This Ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

PASSED this ____ day of February, 2023.

AYES:

NAYS:

ABSENT:

APPROVED this ____ day of February, 2023.

Tom Poynton, Village President

Kathleen Johnson, Village Clerk

Village of Lake Zurich
Fiscal Year 2023
Budget Amendment #1 – Exhibit A
February 22, 2023

Authorized Position Changes for the Public Works Department

Public Works

Administration

| | Fiscal Year 2023 | | Fiscal Year 2023 Amendment #1 Proposed | | | Change |
|-----------------|----------------------|--------------------|--|----------------------|--------------------|--------|
| | # of FT Positions | Budgeted Salary | Grade | # of FT Positions | Budgeted Salary | |
| Project Manager | 0 | - | | 1 | 87,479 | 87,479 |
| | | | | | | |

General Services

| | Fiscal Year 2023 | | Fiscal Year 2023 Amendment #1 Proposed | | | Change |
|-----------------------|----------------------|--------------------|--|----------------------|--------------------|----------|
| | # of FT Positions | Budgeted Salary | Grade | # of FT Positions | Budgeted Salary | |
| Maintenance Worker II | 4 | 307,926 | X | 3 | 229,364 | (78,562) |
| | | | | | | |

Agenda Item: 8C

*At the Heart of Community*

PUBLIC WORKS DEPARTMENT

505 Telser Road
Lake Zurich, Illinois 60047(847) 540-1696
Fax (847) 726-2182
LakeZurich.org

MEMORANDUM

Date: February 7, 2023
To: Ray Keller, Village Manager
From: Steven J. Paulus, Assistant Director of Public Works
Copy: Michael J. Brown, Director of Public Works
Subject: Police Facility Roof Replacement

Issue: The FY 2023 budget includes \$810,000 for the replacement of the roof at the Police Facility.

Background: The replacement of the Police Facility roof was budgeted in 2023 as a recommended improvement in the Village's Community Investment Plan. The roof replacement recommended is to include complete removal and reinstallation of roofing materials, all sheet metal flashings, repairs to any adjacent masonry and resealing of any adjacent windows.

In July of 2022, the Village entered into an agreement with Industrial Roofing Specialists (IRS) to inspect and provide a design and bid plan (Phase I), for bid specifications and conduct a pre-bid meeting with potential roofing contractors (Phase II), and to oversee and conduct inspections during construction (Phase III). Bid packets were released on December 27, 2022.

Analysis: A bid opening conducted on February 2, 2023 yielded six (6) bids. Bid results are shown on the next page.

| Name of Bidder | Base Bid |
|----------------------------------|--------------|
| G.E. Riddiford Company Inc. | \$688,644.00 |
| Adler Roofing & Sheet Metal Inc. | \$696,720.00 |
| CSR Roofing Contractors Inc. | \$698,965.00 |
| DCG Roofing Solutions Inc. | \$738,845.00 |
| A-1 Roofing Company | \$795,800.00 |
| L.Marshall Inc. | \$803,000.00 |

IRS along with Public Works staff has thoroughly reviewed all submitted bids and are recommending accepting the qualified low bid from G.E. Riddiford Company Inc. in the amount of \$688,644.00.

The table below reflects the total project budget:

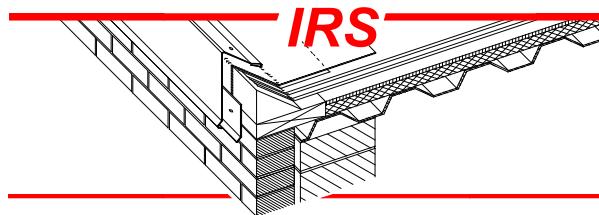
| 2022 Roofing Improvements Lake Zurich Police Station | Total |
|---|---------------------|
| Construction (Base Bid) | \$688,644.00 |
| Construction Inspection Services (IRS) | \$32,600.00 |
| Project Contingency | \$88,756.00 |
| Total Project Budget | \$810,000.00 |

Anticipated project schedule for construction is to begin March 2023, with a completion date of June 1st (weather dependent).

Recommendation: Award a contract to G.E.Riddiford Company Inc. for replacement of the Police Facility Roof and associated items in the amount of \$688,644.00, with the total project not to exceed the budgeted amount of \$810,000.00.

W/Attachments:

1. Bid Submittal
2. Industrial Roofing Specialists Analysis



Industrial Roofing Services, Inc.

13000 West Silver Spring Drive
Butler, Wisconsin 53007
Phone: (262) 432-0500
Fax: (262) 432-0504
www.irsroof.com

February 2, 2023

Mr. Steven Paulus
Village of Lake Zurich
505 Telser Road
Lake Zurich, IL 60047

SUBJECT: Police Department Roof Replacement
200 Mohawk Trail
Lake Zurich, IL
IRS Job No. 17952

Dear Mr. Paulus:

Bids for the above referenced project were opened on Thursday, February 2, 2023. Six (6) contractors submitted bids. Total Base Bids, including the Construction Allowance (\$25,000.00) and Material Price Change Allowance (\$20,000.00), ranged from \$733,644.00 to \$848,000.00.

It is recommended that you accept the low Total Base Bid from G.E. Riddiford Company, Inc., in the amount of \$733,644.00.

If you should have any questions regarding the above, please feel free to contact me.

Sincerely yours,
INDUSTRIAL ROOFING SERVICES, INC.

Dave Angove

Dave Angove
Project Manager

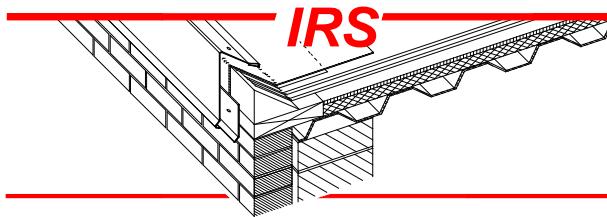
"Asset Management Consultants"

IRS

**Village of Lake Zurich
Police Department
Roof Replacement
IRS JOB # 17952**

| CONTRACTOR | G.E. Riddiford Company, Inc. | J.L. Adler Roofing & Sheet Metal, Inc. | CSR Roofing Contractors, Inc. | DCG Roofing Solutions, Inc. | A-1 Roofing Company | L. Marshall, Inc. |
|--|------------------------------|--|-------------------------------|-----------------------------|---------------------|---------------------|
| BASE PRICES | | | | | | |
| BASE BID | \$688,644.00 | \$696,720.00 | \$698,965.00 | \$738,845.00 | \$795,800.00 | \$803,000.00 |
| CONSTRUCTION ALLOWANCE | \$25,000.00 | \$25,000.00 | \$25,000.00 | \$25,000.00 | \$25,000.00 | \$25,000.00 |
| MATERIAL PRICE CHANGE ALLOWANCE | \$20,000.00 | \$20,000.00 | \$20,000.00 | \$20,000.00 | \$20,000.00 | \$20,000.00 |
| Total Base Bid (Base Bid + Allowance) | \$733,644.00 | \$741,720.00 | \$743,965.00 | \$783,845.00 | \$840,800.00 | \$848,000.00 |
| UNIT PRICING | | | | | | |
| Replace steel roof deck (per sq. ft.) | \$17.00 | \$18.00 | \$18.00 | \$20.00 | \$16.00 | \$25.00 |
| Repair of steel roof deck (per sq. ft.) | \$6.00 | \$10.50 | \$14.00 | \$15.00 | \$6.00 | \$15.00 |
| Replace 2"x6" wood blocking (per lineal foot) | \$9.00 | \$8.90 | \$8.00 | \$8.00 | \$8.00 | \$6.50 |
| Replace 2"x8" wood blocking (per lineal foot) | \$9.00 | \$9.70 | \$9.50 | \$8.50 | \$9.50 | \$8.50 |
| Replace 2"x10" wood blocking (per lineal foot) | \$10.00 | \$11.50 | \$11.00 | \$10.00 | \$12.00 | \$12.50 |
| Replace cast-iron roof draining head, including all interior piping, insulation and accessories as necessary to replace the draining (per drain) | \$2,500.00 | \$104.00 | \$2,500.00 | \$3,800.00 | \$2,850.00 | \$3,500.00 |
| Time & Material | | | | | | |
| Time per-man-hour | \$ 145.00 | \$ 148.00 | \$ 170.00 | \$ 170.00 | \$ 130.00 | \$ 186.00 |
| Material cost plus % | 10% | 10% | 15% | 15% | 15% | 20% |
| SCHEDULE | | | | | | |
| Commence Work in Days | 30 | 60 | Apr/May 2023 | 30 | 80 | 180 |
| Completion Work in Days | 30 | 100 | Sept/Oct 2023 | 60 | 180 | 60 |
| Acknowledge Receipt of Addendum 1? Y/N | Y | Y | Y | Y | Y | Y |
| Bid Bond Y/N | Y | Y | Y | Y | Y | Y |
| Attachments Y/N | Y | Y | Y | Y | Y | Y |

Bids Due: February 2, 2023 at 10 a.m.



Industrial Roofing Services, Inc.

13000 West Silver Spring Drive
Butler, Wisconsin 53007
Phone: (262) 432-0500
Fax: (262) 432-0504
www.irsroof.com

SPECIFICATIONS

for

**ROOF REPLACEMENT PROJECT
LAKE ZURICH POLICE DEPARTMENT**

IRS JOB# 17952

Located at

200 MOHAWK TRAIL
LAKE ZURICH, IL

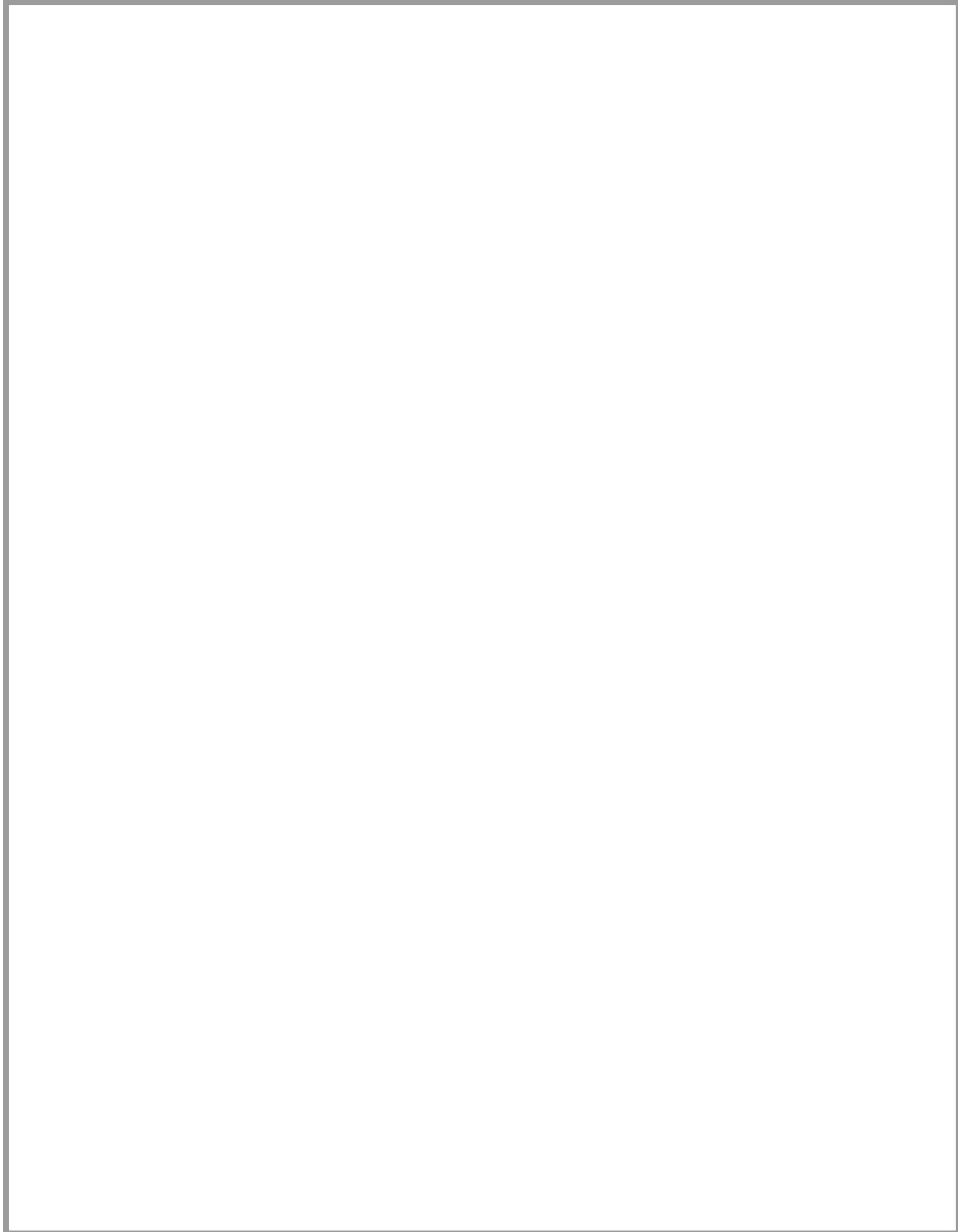
Prepared for

Mr. Steven Paulus
Assistant Public Works Director

Village of Lake Zurich
70 East Main Street
Lake Zurich, IL 60047

October 17, 2022

"Asset Management Consultants"



IRS

00 01 10

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00 11 16

INVITATION TO BID

VILLAGE OF LAKE ZURICH REQUEST FOR BIDS

Lake Zurich Police Department Roof Replacement

The Village of Lake Zurich is requesting bids from qualified firms and/or individuals for a roof replacement project utilizing asphalt built-up roofing on a municipal building, approximately 2 stories in height. The project encompasses approximately 22,700 square feet. The Work is to be started and completed in 2023, and shall be completed within the timeframe submitted on the Bid Form.

There will be a **mandatory pre-bid meeting** held for the purpose of reviewing the job-site conditions, the specifications, and other pertinent information regarding the roof replacement project as follows:

Pre-bid meeting: Monday January 16, 2023 at 10:00 am.
 Lake Zurich Police Department
 200 Mohawk Trail
 Lake Zurich, IL

Sealed bids will be received until the following date/time, and at the following location, where they will be read publicly:

Thursday, February 2, 2023 at 10:00 a.m.
Village Hall Boardroom
70 E. Main St.
Lake Zurich, Illinois 60047

Each bid must be placed in a sealed envelope and clearly marked on the outside: **“2023 Lake Zurich Police Department Roof Replacement Bid”**.

Bidding documents will be available as follows:

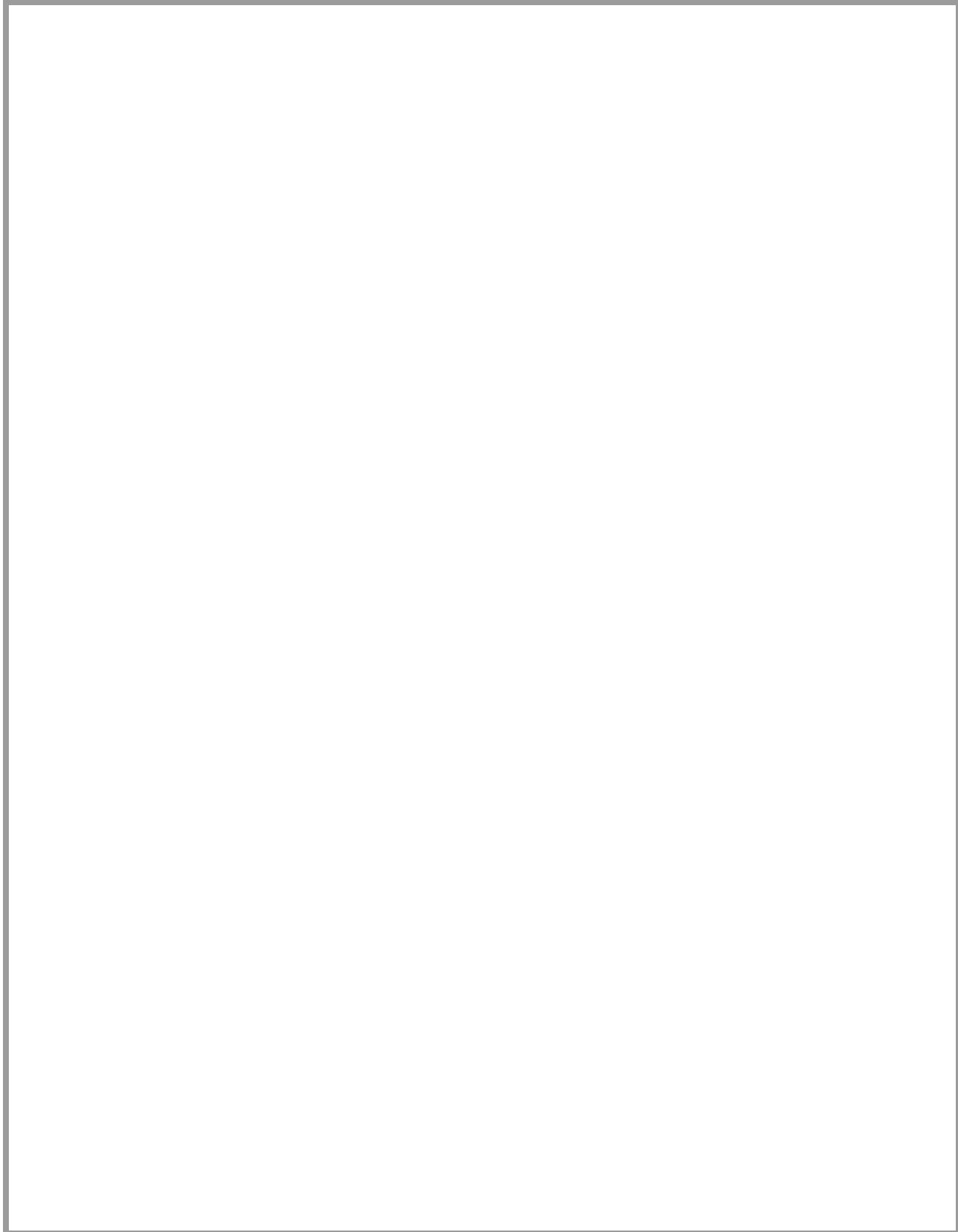
Packets are available for download on the Village's website starting **Tuesday December 27, 2022**. Please follow the link below <https://www.lakezurich.org/296/Requests-Bids>.

The successful bidder shall warrant and guarantee that the bid price will be firm and that there will not be an escalation at time of service.

A bid bond or certified check payable to the Village of Lake Zurich for 5% of the bid total is required with the presented bid. A 100% performance and payment bond will be required from the successful bidder.

The Village of Lake Zurich reserves the right to reject any or all proposals, or parts thereof, and to waive any technicality, informality or irregularity in the proposals received, and to disregard all nonconforming or conditional proposals or counter-proposals and to hold the proposal for sixty (60) days from the opening date set forth above. The Village further reserves the right in its sole discretion to award the proposal to the most responsible bidder whose offer best responds in quality, fitness and capacity to the requirements of the proposed work or usage and therefore is in the best interest of the Village.

END OF SECTION





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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. Coordinate its Work with the Work of other bid packages that require integration of the Bidder's Work.
5. 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 OWNER & DESIGN PROFESSIONAL

A. The Owner is:
 Village of Lake Zurich
 70 East Main Street
 Lake Zurich, IL 60047

B. The Design Professional is:
 1. Industrial Roofing Services, Inc.
 13000 West Silver Spring Drive
 Butler, Wisconsin 53007



1.03 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.

1.04 QUESTIONS AND ADDENDA

- A. The Bidder shall resolve all questions regarding the intent of the Bidding Documents with the Consultant prior to submitting their bid. If necessary, to change or clarify the intent of the Bidding Documents, the Consultant will issue, to all Prime Bidders of Record, an Addendum that will become part of the Bidding Documents. The Consultant will not be responsible for oral clarifications.
- B. In the event of a conflict between the Bidding Documents and those of the Roof System Manufacturer, the bidder shall be responsible for the resolution of the conflict with the Consultant prior to submitting his bid. Any and all costs associated with the resolution of such conflicts shall be included in the Bidder's Bid Price.
- C. The Bidder shall acknowledge receipt of Addenda, and the inclusion of any and all associated costs within his Bid Price, by certifying receipt on the Bid Form.

1.05 SUBSTITUTIONS

- A. Any Bidder who wishes to propose substitute products must nevertheless submit his Bid Price in accordance with the Bidding Documents. Failure to do so may result in the substitution being rejected without consideration.
 - 1. The substitute product shall be limited to the general classification of the specified product. For example, if a built-up roof system is specified, a single-ply membrane substitution will be considered inappropriate.
 - 2. Substitution requests shall clearly describe the product for which approval is sought. Submit all data necessary to demonstrate that the proposed product is, in fact, equal to or superior to the product specified.
 - 3. Substitutions shall be submitted at least five (5) business days prior to the bid due date.
- B. Acceptance of a substitute product shall not relieve the Bidder of responsibility for providing workmanship, materials and equipment which meets the quality standards established for the project by the Bidding Documents.

1.06 BASIS OF THE BID

- A. The Bidder must submit a Base Bid price in order to submit prices for any Alternate or Additive bids.



- B. Unit Prices and Time & Material (T&M) pricing provided by the contractor shall be used by the Owner to increase or decrease the initial contract amount. Bids which do not provide Unit Prices and Time & Material pricing may be rejected at the Owner's discretion.
- C. The Bidder's Bid Price shall be based on the complete Work, as described in the Bidding Documents, including all costs incidental to the Work, unless specifically indicated otherwise.
- D. The Bidder shall base his Bid Price on a completion date as submitted on the Bid Form. The Owner emphasizes that time is of the essence and may include, in the Contract resulting from acceptance of this bid, penalties for non-completion based on the project time-frame established.
- E. The Bidder shall include all applicable taxes with the base bid.

1.07 BONDS

- A. Each proposal must be accompanied by a Bidders bond, or a certified check payable to the Owner, equal to five percent (5%) of the amount of the bid as a guarantee that if the bid is accepted, the proper contract will be executed and performance bond filed.
- B. The Bidder shall furnish 100% bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Bonds shall be furnished in such manner as the Owner may prescribe, and issued by a surety company acceptable to the Owner. The Bidder shall be responsible for the cost of the bonds. The Bidder shall deliver Bonds to the Owner no later than the date of execution of the Contract. Failing or neglecting to deliver the specified Bonds shall be considered as an abandonment of the Contract

1.08 INSURANCE REQUIREMENTS

- A. Throughout the term of the Agreement, the Contractor shall maintain insurance issued by an insurance company or companies which are rated "A-VII" or better in Best's Key Rating Guide (unless a lesser standard is acceptable to the Owner). The insurance company or companies shall be authorized to transact business in the state in which the Work is to be constructed, in order to protect all of the Owner Entities against liabilities arising out of the operations of the Contractor or any subcontractors pursuant to the Agreement, including at least and in the amounts not less than:
 - 1. Worker's Compensation & Employer's Liability: Statutory limits required by applicable Workers' Compensation Law and \$500,000 per occurrence for employer's liability arising under any other applicable Act or governmental enactment for the protection of employees.
 - 2. Commercial General Liability: To include products and completed operations coverage, premises liability, blanket contractual liability including Contractor's indemnity agreements contained in the Agreement, personal injury (employees' exclusion deleted) of \$1,000,000 per occurrence Bodily Injury and Property Damage, \$2,000,000 aggregate. Coverage shall be written on an "occurrence" basis.
 - 3. Comprehensive Auto Liability: To include owned, non-owned, or hired vehicles coverage of \$1,000,000 per occurrence Bodily Injury and Property Damage Liability (Combined Single Limit).
- B. Industrial Roofing Services, Inc. shall be listed as an additional insured for General Liability.
- C. Each insurance policy shall be written to cover all claims arising out of occurrences taking place within the period of coverage, shall name: The Owner and the Consultant, as additional insured's, shall remain in force for ten (10) years from date of project completion, shall not be contributory with any other insurance available to any Owner Entity, shall not be subject to reduction of coverage as to any Owner Entity by reason of any claim asserted against the Contractor, other than in connection with the performance of the Work hereunder or by reason of any misstatement, act or omission of any party other than the Owner, applying for or insured by such insurance and shall state that it will not be canceled, reduced or materially changed without thirty

IRS

(30) days' prior Written Notice to the Owner. Before the commencement of the Term of the Agreement, the Contractor shall supply the Owner with either the policies themselves or certificates of insurance satisfactory to the Owner, as evidence of compliance with the foregoing requirements.

- D. In the event that the Contractor fails to provide replacement coverage at least fifteen (15) days prior to the expiration of any policy of insurance, the Owner may, at his discretion, secure such insurance and deduct the cost thereof from any amounts due the Contractor. The Contractor shall pay any additional amounts due, to the Owner, within fifteen (15) days of notice thereof from the Owner.
- E. The Contractor shall be responsible for obtaining and/or maintaining in force any insurance on equipment, tools or personal effects (Business Personal Property) owned by, rented to, or in the care, custody or control of the Contractor or his subcontractors, and for any deductible amount under said policy.
- F. The Owner shall obtain fire insurance with extended coverage upon the entire structure on which the Work is to be performed, including the materials to be incorporated therein whether in or adjacent to the structure insured, excluding, however, tools, equipment, scaffolding, staging's, etc., owned or rented by the Contractor, the capital value of which is not included in the cost of the Work. The Owner shall bear all risk of loss to materials covered by said insurance as a result of causes insured against within said policy. All other risks of loss or damage, not occurring as a result of the negligence, willful wrongdoing, or other actionable conduct of the Owner, his representative, employees or agents, shall be borne by the Contractor. A certificate of the Owner's insurance shall be furnished to the Contractor, upon request.

1.09 GOVERNING LAWS OR REGULATIONS

- A. The Bidder is responsible for ascertaining and complying with all ordinances, codes, and laws governing business practices and construction in the project location, including acquisition and payment of necessary permits.
- B. Prevailing Wage Rates: Comply with local prevailing wage rate requirements.

1.10 SUBCONTRACTORS

- A. The names of principal subcontractors must be listed and attached to the Bid Form. There shall be only one subcontractor named for each classification listed.

1.11 PREPARATION OF BIDS

- A. Bids shall be submitted on unaltered forms provided in the Bidding Documents, on unaltered photocopies of the form provided, or on a form provided with an Addendum. The Bid Form shall have all blank spaces filled, including certification of receipt of Addenda, price-hold period, and project start & completion period.
- B. Bidder shall indicate on the Bid Form whether bidder is an individual, partnership, corporation, or other business entity.
 1. If the Bidder is an individual, the Bid Form shall be dated and signed, with the name printed below the signature.
 2. If the Bidder is a corporation, the legal title of the Corporation and the State of incorporation must be listed, and the signature must be of an Officer authorized to bind the corporation to a contract.
 3. If the Bidder is a partnership, the names of all partners must also be listed.



1.12 BID SUBMITTAL

- A. Enclose the following in one opaque, sealed envelope.
 - 1. Bid Form.
 - 2. Subcontractor Disclosure Form.
 - 3. Bid Bond
 - 4. Initial Material Price Declaration Spreadsheet (if desired, as further described within Section 01 30 00 "Alternates, Allowances and Substitutions"
 - 5. Detailed Evidence of Material Cost (supplier quotes) (if desired, as further described within Section 01 30 00 "Alternates, Allowances and Substitutions")
- B. Clearly mark the envelope with the following information:
 - 1. Bidder's Information
 - a. FIRM NAME
 - b. ADDRESS
 - c. CITY,STATE, ZIP-CODE
 - 2. Project Information
 - a. "SEALED BID ENCLOSED"
 - b. Lake Zurich Police Department
 - c. Roof Replacement Project
 - d. IRS JOB# 17952
 - e. ATTN: Mr. Steven Paulus, Assistant Public Works Director
- C. Submit bid at the time, date and place listed in Section 00 11 16 - "Invitation to Bid."

1.13 BID MODIFICATION OR WITHDRAWAL

- A. Bids may not be modified after submittal. Bidder may withdraw his bid anytime before the Bid Opening, but may not then resubmit it. No bid may be withdrawn or modified after the Bid Opening has begun. The Bidder may withdraw his bid if the award of contract has been delayed for longer than his stated price-hold period.

1.14 BID EVALUATION

- A. The Owner reserves the right to disqualify any or all bids, waive informalities or technicalities in any bid proposal, or accept any bid proposal which he deems to be in his best interest.
- B. The Owner may consider such factors as bid prices, unit pricing, project start & completion period, experience and responsibility of the Bidder, etc. in evaluating which proposal he deems to be in his best interest.

1.15 OPENING AND AWARD

- A. Bids shall be opened publicly or in private, in accordance with Section 00 11 16 - "Invitation to Bid."
- B. If requested, the Bidder shall furnish information to satisfy the Owner as to integrity, equipment, personnel, and financial ability to perform the Work.
- C. If requested, the Bidder shall submit a list of five (5) similar projects completed by the Bidder. The list shall include the project Owner, location, approximate date of completion, and the value of construction performed.



1.16 EXECUTION OF THE CONTRACT

- A. The Owner reserves the right to negotiate changes or contract terms with any or all Bidders, at any time after the Bid Opening, if he deems it to be in his best interest.
- B. The Bidder to whom the Contract is awarded shall, within ten (10) days after receiving notice of such award, execute a contract with the Owner for the full and complete performance of all work.
- C. Notwithstanding any delay in the preparation and execution of the formal Contract Agreement, the successful Bidder shall be prepared, upon notice of Bid Acceptance, to commence work on the date stipulated on his Bid Form.

1.17 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

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00 41 13

BID FORM

BID TO:
 Village of Lake Zurich
 70 East Main Street
 Lake Zurich, IL 60047

PROJECT:
 Lake Zurich Police Department
 Roof Replacement Project
 IRS Job# 17952

Attention: Mr. Steven Paulus
 Assistant Public Works Director

Bids due: Thursday, February 2, 2023 at 10:00 a.m.

BID FROM:

Firm Name: _____

Address: _____

Phone/Fax: _____

BID PRICES

BASE BID:.....\$ _____
 _____ dollars

CONSTRUCTION ALLOWANCE:
 (See Section 01 30 00 "Alternates, Allowances and Substitutions")....\$ 25,000.00

MATERIAL PRICE CHANGE ALLOWANCE:
 (See Section 01 30 00 "Alternates, Allowances and Substitutions")....\$ 20,000.00

Total Bid (Base Bid + Allowances) \$ _____

UNIT PRICING

| | | |
|----|---|----------|
| 1. | Replace steel roof deck (per sq. ft.) | \$ _____ |
| 2. | Repair of steel roof deck (per sq. ft.) | \$ _____ |
| 3. | Replace 2" x 6" wood blocking (per lineal foot) | \$ _____ |
| 4. | Replace 2" x 8" wood blocking (per lineal foot) | \$ _____ |
| 5. | Replace 2" x 10" wood blocking (per lineal foot) | \$ _____ |
| 6. | Replace cast-iron roof drain head, including all interior piping, insulation, and accessories as necessary to replace the drain (per drain) | \$ _____ |



TIME & MATERIAL RATE

1. For repair of latent conditions or additional work:

| | |
|----------------------------|--------------|
| Time (per man-hour) | \$ _____ |
| Material (Contractor cost) | plus _____ % |

CONSTRUCTION SCHEDULE

1. The Undersigned agrees to commence the Work in _____ Calendar days after Contract Award and to complete the Work in _____ calendar days thereafter.

CERTIFICATION

2. The Undersigned acknowledges receipt of:

- The Project Manual for the above-referenced Project.
- The Project Drawings for the above-referenced Project.
- Addenda numbered _____, _____, and _____.

3. The Undersigned agrees:

- To hold this Bid open for 60 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 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.

4. The Undersigned acknowledges and agrees that the Owner reserves the right to reject any or all bids and to place the Contract wherever and with whomever it may deem advisable.

5. The Undersigned 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.

SUBMITTALS

1. The Undersigned submits, enclosed with this Bid Form:

- The necessary Bid Bond as specified in Section 00100 - "Instructions to Bidders."
- A listing of subcontractors, if any, to be used on this project.
- Initial Material Price Declaration Spreadsheet (if desired, as further described within Section 01 30 00 "Alternates, Allowances and Substitutions"
- Detailed Evidence of Material Cost (supplier quotes) (if desired, as further described within Section 01 30 00 "Alternates, Allowances and Substitutions")



SIGNATURES

Authorized signature, in affirmation of the statements and Bid prices on the BID FORM:

Contractor's State License Registration Number:

No. _____ In State of _____

(Firm Name)

(Address)

(City, State, Zip)

(Authorized Signature) _____
(Title)

(Name Printed or Typed) _____
(Date)

Corporation Information (if applicable)

Partnership Information (if applicable)

(Corporation Name, if different from above)

(Names of the Partners)

(State of Incorporation)

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SUBCONTRACTOR LIST

Name of Proposed Subcontractors

Address

Class of Work

END OF SECTION

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SUMMARY OF WORK

PART 1 - GENERAL

1.01 PROJECT OVERVIEW

- A. The Work consists of roof replacement on all roof areas at Lake Zurich Police Department in Lake Zurich, IL for Village of Lake Zurich.
 - 1. **Roof Areas 1-6:** Replacement of the existing asphalt built-up roof system.
 - 2. **Roof Area 7:** Replacement of the existing standing seam metal panel roof system.
- B. The suspected construction of the existing roofing systems is as follows:
 - 1. Roof Areas 1 – 4
 - a. Concrete plank roof deck, tapered polyisocyanurate insulation system, $\frac{3}{4}$ " perlite insulation, asphalt built-up roof membrane, and gravel surfacing.
 - 2. Roof Areas 5 & 6
 - a. Steel roof deck, 2" polyisocyanurate insulation, $\frac{3}{4}$ " perlite insulation, asphalt built-up roof membrane, and gravel surfacing.
 - 3. Roof Area 7
 - a. Steel roof deck, 3" polyisocyanurate insulation, standing seam metal panels.
 - 4. This information is provided to bidding Contractors as a courtesy and shall be utilized at the discretion of individual contractors. It is not guaranteed, nor does it relieve bidders of their responsibility to become familiar with existing conditions prior to bidding.
- C. The Work also includes the following additional work items:
 - 1. Related sheet metal, sealant and carpentry work, including replacement of perimeter sheet metal flashings (coping, counter flashing, drip edge, gutter).
 - 2. Repairs along adjacent masonry walls (must be completed prior to the roof replacement):
 - a. At all roof perimeters where a masonry sidewall exists adjacent to the roof area, the following work items shall be accomplished at all locations wherever the masonry wall is adjacent to and above the roof system:
 - 1) Replacement of through-wall flashing:
 - a) Brick shall be removed and replaced as needed to install a new stainless-steel through-wall flashing and associated components, as shown in Detail P-5 on Sheet A6.1.
 - b) Contractor shall adjust level of the through-wall flashing as needed to ensure proper flashing heights.
 - 2) Sealant replacement at vertical brick-to-brick control joints:
 - a) Remove existing sealant, prime joint, install backer rod, and install new Dow Corning 795 silicone sealant.
 - 3) Reseal windows:
 - a) Remove and replace sealant along window perimeters, using Dow Corning 795 silicone sealant.
 - b) Wet-seal all glass-to-frame joints, using Dow Corning 795 silicone sealant.
 - 3. Removal of unused structural screen-wall supports:
 - a. Where shown in the Construction Drawings, there are square columns that penetrate the roof system, but have been cut-off a few feet above the roof surface and are no longer in use. Contractor shall cut the columns down to just above the existing roof deck, down to a level needed to ensure they will be lower than the new insulation height.
 - 1) Remove the columns and adjacent horizontal steel components above the roof deck.

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- 2) Do not disturb the columns below the level of the roof deck. Remove roofing and nailers around the columns as needed to cut them off just above the level of the roof deck.
- 3) Contractor shall take any precautions necessary to protect the interior and surrounding building components from damage during cutting.
- 4. Mechanical Work:
 - a. Temporary disconnection, lifting, and resetting of HVAC ductwork and mechanical units, as needed to accomplish the roof replacement below the units.
 - 1) Contractor shall utilize a licensed mechanical contractor for this work.
 - 2) Contractor shall coordinate this work with the Owner, who will assist in temporary shutdown of the units before movement.
 - b. Raising of gas lines and/or utility feeds, if necessary, to accommodate new roof height.
- D. Communications Equipment
 - 1. On several roof areas, various antennas, satellite dishes, and other communications equipment are set on the existing roof surface and/or mounted to parapet walls. This equipment is critical to the operation of the facility and communications; therefore, it shall not be disturbed without 1st coordinating with Ownership. When work is scheduled in these few areas, Contractor shall coordinate with the Owner to schedule any temporary movement of these items (by Owner) and/or flashing these items in place.

PART 2 - PRODUCTS

2.01 SYSTEM COMPONENTS

- A. Asphalt Built-up Roof System
 - 1. Insulation:
 - a. Polyisocyanurate insulation (flat-stock and tapered)
 - b. Perlite or wood-fiber cover board.
 - c. Insulation fastening plates and screws.
 - d. Type III Steep asphalt (insulation adhesive).
 - 2. Four-ply built-up and gravel roof membrane:
 - a. Type IV fiberglass roofing felts.
 - b. Type III Steep asphalt (interply adhesive and flood coat).
 - c. Clean, new roofing gravel (surfacing).
 - 3. Roof flashings:
 - a. Type IV fiberglass felt (base flashing).
 - b. 4mm, 250 gram/m² polyester reinforced, granule-surfaced SBS modified bitumen membrane (finish flashing).
 - c. Type III Steep asphalt (flashing adhesive).
 - d. Fibrated and non-fibrated aluminum roof coating (flashing surfacing).
- B. Prefabricated standing seam metal roof system:
 - 1. Self-adhered roofing underlayment (as provided by metal roof manufacturer)
 - 2. 24 gauge prefinished galvanized roof panels.
 - 3. 24 gauge prefinished galvanized trim (drip edge, hip, etc...)
 - 4. Integral sealants.
 - 5. Integral fasteners/clips/bearing plates.
- C. Through-wall Flashing
 - 1. 26 gauge stainless steel sheet metal.
 - 2. Stainless steel flux and solder.
 - 3. Rubberized bituminous flashing membrane, primer and sealant.
 - 4. Masonry mortar.
 - 5. Unit masonry-face brick (matching existing size, style, and color)



- D. Dimensional lumber and exterior-grade plywood (nailers and blocking).
- E. 24 gauge prefinished galvanized sheet metal.
- F. Extruded aluminum termination bar with caulking cup.
- G. Miscellaneous fasteners and sealants.

2.02 COMPONENTS SUPPLIED BY OWNER

- A. None.

PART 3 - EXECUTION

3.01 WORK PERFORMED BY CONTRACTOR

- A. Asphalt Built-up Roofing
 - 1. Remove existing roof membrane, insulation, flashings, and perimeter metal down to the existing substrate.
 - 2. Clean the exposed deck of all debris. Repair or replace decking as required. Obtain unit price approval for Additional Work completed.
 - 3. Perform necessary drain repairs, if required.
 - a. If the existing roof drain head is more than 1/2-inch higher or lower than specified fill insulation thickness, remove and reset at the proper height above the deck; otherwise, adjust fill insulation thickness with tapered insulation as necessary.
 - b. Replace broken, missing or plastic drain strainers with new cast-iron strainers.
 - 4. Complete any miscellaneous work items (described in Part 1 above) that require completion before roof replacement.
 - 5. On concrete roof decks, seal deck joints and any other openings to prevent roofing asphalt from penetrating substrate joints, entering building, or damaging other building components.
 - 6. Install the specified polyisocyanurate insulation system over the prepared roof deck.
 - a. Over steel decks, mechanically attach the insulation with screws and plates.
 - b. Over concrete decks, prime the roof deck and then solidly mop the insulation in a uniform application of hot asphalt.
 - 7. Solidly mop the specified cover board to the completed insulation system in a continuous and uniform mopping of hot asphalt.
 - 8. Install the four-ply asphalt built-up roof membrane to the completed cover board.
 - 9. Install the specified base flashings to all perimeters and projections in hot asphalt; hot air weld laps of finish flashing membrane. Coat completed roof flashings with the specified first coat of aluminum roof coating.
 - 10. After review and approval by IRS, flood coat and gravel the entire roof system. Coat roof flashings with the specified second coat of aluminum roof coating.
- B. Standing Seam Metal Panel Roofing
 - 1. Remove existing metal panels, flashing, trim, and underlayment down to the existing substrate.
 - 2. Clean the exposed substrate of all debris. Repair or replace decking and/or insulation as required. Obtain unit price approval for Additional Work completed.
 - 3. Install self-adhering underlayment, in shingle fashion, over the entire substrate, if applicable.
 - 4. Provide and install the specified standing-seam metal roof system atop the installed underlayment. Install per the manufacturer's written instructions.
- C. All perimeters and projections are to be constructed and flashed in strict accordance with the Construction Drawings provided.

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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



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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. Unit Pricing:

1. The Unit Pricing submitted by the Contractor shall be considered fixed and inclusive of its purchase, installation, overhead expenses and profit.
2. Units of measurement shall be as described on the Bid Form:
 - a. Dollars per square foot.
 - b. Dollars per lineal foot.
 - c. Dollars per unit.
3. The Contractor shall obtain written approval, on the Unit Pricing forms provided by or acceptable to the Consultant, by signature of the Consultant or an authorized on-site representative of the Owner, for each day's quantity of completed work affected by unit pricing.
4. The Contractor shall accumulate the completed Unit Pricing forms and submit them to the Consultant, on a weekly basis, in conjunction with a completed Change Order form totaling the cost of the approved Unit Pricing.
5. In the event that proper approval of Unit Pricing is not obtained, the Owner reserves the right to reject the Contractor's measurement of Unit Pricing work-in-place, and to have the Work measured by the Consultant, or an independent surveyor acceptable to both the Owner and Contractor, at the Contractor's expense.
6. Unit Pricing is intended to be used for small-scale areas of extra work. In the event that the scope of the work covered by the unit pricing escalates, the Owner reserves the right to use the Contractor's time and materials (T&M) rate or negotiate a lump sum price in lieu of the Unit Pricing.

B. 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.

C. 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.

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4. Change Orders shall be considered valid only if:

- Submitted in writing on the proper Change Order form.
- Approved by signatures of both the Consultant and the Owner.

D. Application for Payment:

- The Contractor shall submit:
 - Completed Application for Payment, on standard AIA formats or on IRS forms, in triplicate.
 - Contractor's original invoice.
 - Subcontractor's material and/or labor Waivers of Lien, where applicable, to match the amount requested.
 - Written justification for payment of materials not in-place by means of supplier invoices, bills of lading, Waivers of Lien, etc.
- The Contractor shall submit Application for Payment, on a periodic basis or as determined in the Agreement, to:

**Industrial Roofing Services, Inc.
13000 West Silver Spring Drive
Butler, WI 53007**

EMAIL – office@irsroof.com

- The Consultant shall review the Application for Payment and either:
 - 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;
 - Revise the amount requested to an amount for which he is able to make such representation to the Owner.
 - Notify the contractor in writing of the applications rejection due to error and/or incompleteness
- Payments will be reviewed, approved, and submitted to the Owner with the Consultants recommendations on a timely basis.
- A retainage of five percent (5%) of the requested amount shall be withheld on each progress payment. The Contractor's invoice shall match the amount requested, less the retainage.

PART 2 - PRODUCTS

A. Not Used.

PART 3 - EXECUTION

A. Not Used.

END OF SECTION



01 30 00

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.
 - 1. A Mandatory Alternate Bid shall be in addition to the Base Bid. It may contain some or all aspects of the Base Bid, except those changes specifically described herein.
 - 2. An Alternate Bid shall be in lieu of the Base Bid. It shall contain all aspects of the Base Bid, except those changes specifically described herein.
 - 3. An Alternate Add or Alternate Deduct, as described herein, shall add work to, or deduct work from, the Base Bid.
- 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.

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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. After Contract Award, the Consultant will consider written requests for "or equal" product substitutions in place of those specified. Such requests must be submitted with the product list submittals. Approval of the submittal package shall constitute the approval of proposed substitute products. Requests for substitutions shall include data listed below.
3. 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.

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. Contractor shall add a lump sum amount of **twenty-five thousand dollars (\$25,000.00)** to their base bid amounts for the funding of Unit Price Work.
 - 1. Use of the allowance is restricted to direction of the Consultant for the Owner's purposes and only authorized by Signed Change Orders or Unit Pricing Approvals that indicate amounts to be charged to the allowance.
- B. At Project closeout, credit unused amounts remaining in the contingency allowance to Owner by Change Order.

1.06 MATERIAL PRICE CHANGE ALLOWANCE

- A. Ownership is aware that the current state of the roofing industry, specifically material availability and pricing, is unpredictable and that manufacturers are currently not offering price holds. Ownership is aware that this volatility presents the possibility that final material costs at the time of receiving the materials may be different than the costs reflected in the bid. As such, in an effort to accommodate this unpredictable situation and encourage Bidders to bid confidently and competitively, the bids shall include the following Material Price Change Allowance:
 - 1. **Material Price Change Allowance: \$20,000**
- B. If material prices change between the time of bidding and time of material receipt, Ownership will allow use of the Material Price Change Allowance to cover the cost increase, provided the material price change is proven, in writing, by the contractor, via the following steps. Bidder's wishing to participate in this accommodation must complete the following (**Steps 1 & 2 below**):
 - 1. **Step 1: When submitting the bid, in conjunction with the bid form, Bidder shall submit the following two (2) items:**
 - a. Initial Material Price Declaration Spreadsheet (provided below)
 - 1) Contractor shall list any material(s) for which they intend to potentially claim a future cost change, and provide the dollar amount for said material, that the bid is based on.
 - b. Detailed Evidence of Material Cost (supplier quotes)
 - 1) Provide detailed evidence proving the dollar value for each item listed on the Initial Material Price Declaration Spreadsheet. This evidence shall be in the form of formal quote(s) or cost estimate(s) from the supplier(s), listing the quantity and cost of the materials. *The dollar values shown on the Initial Material Price Declaration Spreadsheet shall match the dollar values shown in the Detailed Evidence of Material Cost (supplier quotes).*
 - 2. **Step 2: Once materials are received and final cost confirmed, if the Bidder desires to claim a change in material prices, the Bidder shall submit the following item:**
 - a. Detailed Evidence of FINAL Material Cost (FINAL supplier quotes)
 - 1) Provide revised version of the detailed evidence of material costs. This evidence shall be in the same form as the initial material price evidence, showing that quantities remain the same, but reflecting any change in unit cost.
- C. If, in the opinion of the Owner, the evidence provided shows an unforeseen change in material prices, Ownership will allow usage of the Material Price Change Allowance to cover the applicable material price change amount. Limitations are as follows:
 - 1. The cost change covered shall not exceed the maximum allowed amount of \$20,000. Any cost increase above this amount shall be the Contractor's responsibility.
 - 2. Material price changes will only be allowed for materials specifically listed in the items required above. Any material price changes claimed by the Bidder that are not clearly documented, as required above, will be rejected.
 - 3. If the Bidder fails to submit initial material prices as part of their initial bid, attached to the bid form, no future material price changes will be allowed.

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4. This price change accommodation shall only apply to materials specifically documented as required above. It shall not apply to any undocumented material prices, labor costs, overhead & profit, or any other costs related to the project.
- D. Use of the Material Price Change Allowance is restricted to direction of the Consultant or Owner and only authorized by a Signed Change Order that indicates amounts to be charged to the allowance.
- E. At Project closeout, credit unused amounts remaining in the allowance to Owner by Change Order.
- F. *Initial Material Price Declaration Spreadsheet is on the following page:*



INITIAL MATERIAL PRICE DECLARATION SPREADSHEET

Bidders who wish to potentially utilize the Material Price Change Allowance shall submit this form in conjunction with their bid form.

Bidder shall list any material(s) for which they intend to potentially claim a future cost change, and provide the dollar amount for said material, that the bid is based on.

Bidders must also submit Detailed Evidence of Material Cost (supplier quotes), matching the dollar values shown below.

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PART 2 - PRODUCTS

A. Not Used.

PART 3 - EXECUTION

A. Not Used.

END OF SECTION



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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. A pre-bid meeting will be held, at the project site, at the time designated in Section 00 11 13 – "Invitation to Bid."
- 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;

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- 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



01 33 00

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. 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.
3. Safety Data Sheets: Provide copies of SDS for each product that will be brought on-site.
4. 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.
5. 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.
6. Sheet Metal Color Charts: Original, standard color charts, for selection by the Owner. This selection may not be made during the submittal approval process.
7. Shop Drawings:
 - a. Tapered insulation drawing. Taper layout shall conform to the intent of the Contract Drawings (four-way or two-way system design). Note: Width of all crickets/saddles shall be dimensioned on the plan for use during installation.
8. Manufacturer's Certification: Submit a letter from the manufacturer stating their intent to warrant the project, as specified, including certification of the Contractor's standing as a licensed applicator of the specified product and/or system.
9. Warranty: Submit a sample copy of the applicable manufacturer's warranty as well as a copy of the completed application for warranty.
10. 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.

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1.03 SHOP DRAWINGS

- A. Original drawings required by the Project Documents, prepared by Contractor, Subcontractor, material supplier or distributor, which illustrate some portion of the Work, showing fabrication, layout, setting or erection details, prepared by a qualified draftsman. Reproduction and use of enclosed drawings will not be allowed.

1.04 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.

1.05 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



01 40 00

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.

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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



01 50 00

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.

IRS

- 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.

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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.

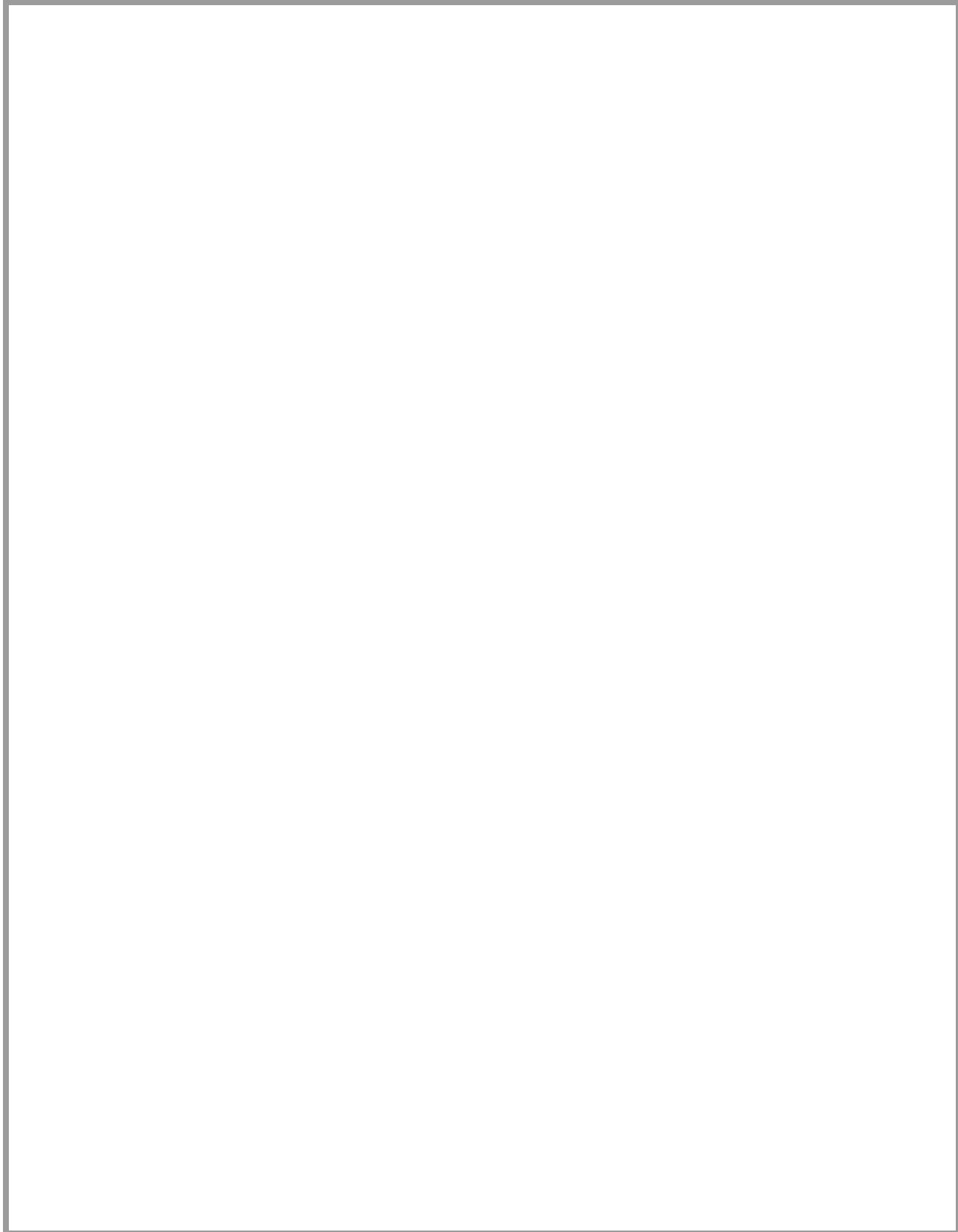
PART 2 - PRODUCTS

- A. Not Used.

PART 3 - EXECUTION

- A. Not Used.

END OF SECTION





01 60 00

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



01 70 00

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



01 74 29

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.

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- 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: $\frac{3}{4}$ 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.

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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, of 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

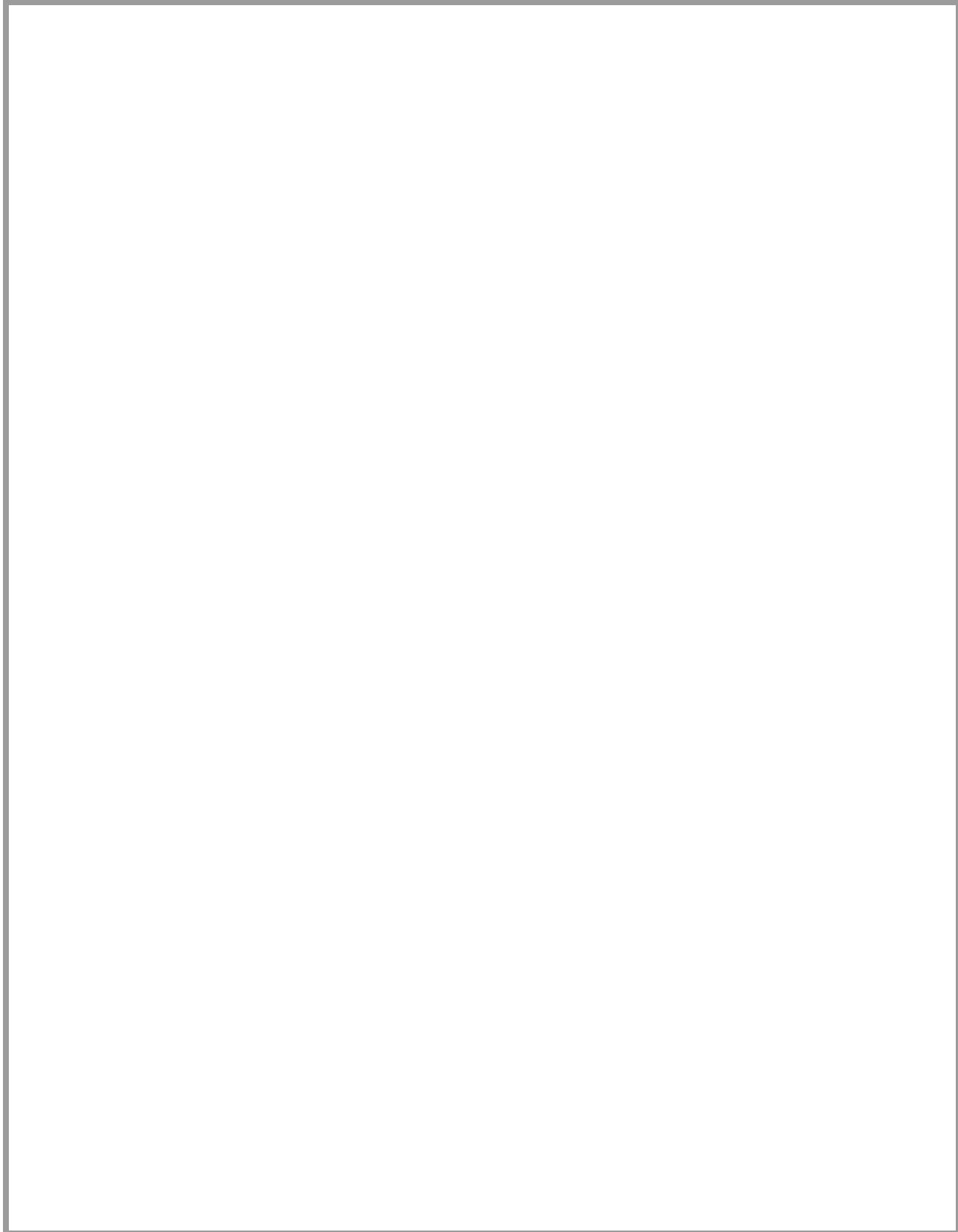
- A. Removal and subgrade preparation:
 1. Remove damaged areas of paving, as well as areas of unsound pavement and areas heavily stained with grease and oil.
 2. Cut edges to a straight, vertical edge of $\frac{1}{2}$ -inch or more, by means of mechanical sawing. Excavate a minimum of six (6) inches 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.

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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





04 54 00

STAINLESS STEEL THRU-WALL FLASHING INSTALLATION

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. This section provides requirements for the installation/replacement of thru-wall flashings in a masonry veneer wall, in conjunction with roof flashings.

1.02 SUBMITTALS

- A. The Contractor shall submit, for approval by the Owner, the following product samples:
 - 1. New mortar which, when hardened and cured, shall reasonably match the existing mortar color of the building.
 - 2. Replacement masonry units to match existing.

1.03 QUALITY ASSURANCE

- A. Codes and Standards:
 - 1. Comply with recommendations of the Brick Institute of America (BIA) and the Indiana Limestone Institute of America, Inc. (ILLI).
- B. Single-source responsibility for masonry units: Obtain exposed masonry units of uniform texture and color, or a uniform blend within the acceptable ranges for these characteristics, from one manufacturer for each different product required for each continuous surface or visually-related surfaces.
- C. Single-source responsibility for mortar materials: Obtain mortar ingredients of uniform quality, including color for exposed masonry, from one manufacturer for each cementitious component and from one source for each aggregate.
- D. The Owner will make no allowance for lack of skill on the part of the workmen in the acceptance or rejection of the Work provided under this section.

1.04 ENVIRONMENTAL REQUIREMENTS

- A. Work shall not proceed when surrounding ambient air temperature is, or is predicted to fall, below 40°F for a period of twenty-four (24) hours after installation, or when a film of ice or frost sets on the existing construction.
- B. Maintain mortar temperature at point of application above 50°F in cold weather (40-50°F) applications.
- C. Do not install masonry units that are wet or frozen; remove any masonry work damaged by freezing conditions.
- D. Hot weather construction: Comply with referenced unit masonry standard.



PART 2 – PRODUCTS

2.01 THRU-WALL FLASHINGS

- A. Sheet metal flashing, as shown on the Construction Drawings.
 - 1. 26 gauge stainless-steel sheet: ASTM A 240/A 240M, Type 304
- B. Solder for Stainless Steel: ASTM B 32, Grade Sn60, with acid flux of type recommended by stainless-steel sheet manufacturer.
- C. Rivets:
 - 1. 1/8-inch diameter, minimum. Length as required to properly engage sheet metal.
 - 2. Pop rivets to match the sheet metal being joined.
 - 3. Seal heads of exposed rivet heads with solder.

2.02 REPLACEMENT MASONRY UNITS

- A. Common face brick:
 - 1. Masonry units shall match existing in color, size and texture.
 - 2. Shall conform to ASTM C216, Grade SW, Type FBS, and have a minimum average net area compressive strength of 5500 psi.

2.03 MORTAR MATERIALS

- A. Comply with ASTM C-270, proportional-by-volume specification, for materials and mortar types to match existing:
 - 1. Portland cement: Complying with ASTM C150, Type I or Type III, and ASTM C91, non-staining.
 - 2. Pressure-hydrated lime: ASTM C207, Type S.
 - 3. Damp, loose mason's sand:
 - a. Clean, sharp, free from loam or silt, and free from deleterious amounts of oil, acid, alkalis, salts, or organic matter.
 - b. Conforming to ASTM C-144.
- B. Water: Shall be potable, fresh, clean, clear and free from deleterious amounts of sewage, oil, acid, alkalis, salts, or organic matter.

2.04 WALL AND ANCHORING DEVICES

- A. Veneer wall tie system: Two-piece, vertically adjustable, 12 gauge cold-drawn steel wire, length as required for proper embedment in the masonry veneer wythe.
 - 1. D/A-213 by Dur-O-Wal, a Dayton-Superior Company, Aurora, IL.
 - 2. #103-C by Heckmann Building Products, Inc., Chicago, IL.
 - 3. #HB-200, by Hohmann & Barnard, Inc., Hauppauge, NY.
 - 4. #2401 & #2402 by Masonry Reinforcing Corporation, Charlotte, NC.
- B. Fasteners: Stainless steel fasteners appropriate for fastening to substrate:
 - 1. Hollow masonry: Toggle-bolt assembly, Phillips pan-head, with two-inch galvalume stress plate by Powers Fastening, Inc., New Rochelle, NY. Length as required for toggle wings to properly engage interior of hollow masonry unit.
 - 2. Concrete or solid masonry:
 - a. Tapper, 1/4-inch diameter, with Phillips flat-head masonry screws by Powers Fastening, Inc., New Rochelle, NY.
 - b. Tapcon Phillips flat-head anchor, by Buildex Division of ITW, Inc., Itasca, IL.
 - c. Length as required to provide one (1) inch minimum embedment into concrete or solid masonry.

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2.05 MISCELLANEOUS ACCESSORIES

- A. Temporary shims: High-density plastic.
- B. Prefabricated weeps: Round plastic tubing, medium density polyethylene, 3/8-inch outside diameter by four (4) inches long, with fiberglass rope wicking. Wicking shall be of a length as required to produce two (2) inches exposure on exterior and eighteen (18) inches in interior of masonry cavity.
- C. Sealant and accessories: As specified in Section 07920 – “Sealants”.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Examine the project site and verify satisfactory conditions for performance of the work.
- B. At veneer wall, verify:
 - 1. Existing masonry support, attachment, and integrity.
 - 2. Acceptable surfaces to receive the work.
 Notify the 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.

3.02 PREPARATION

- A. General:
 - 1. Replace masonry units which are chipped, stained, or damaged, or if units do not match adjoining units as intended.
 - 2. Cut new and existing masonry units with a dry, motor-driven saw designed to cut masonry with clean, sharp, unchipped edges. Cut new units as required to fit adjoining work neatly. Use full units without cutting wherever possible.
 - 3. Prepare masonry surfaces smooth and free from projections which could puncture the new sheet metal flashing.
- B. Veneer walls:
 - 1. Remove sufficient brick courses to allow access to the joint in the back-up wall where the new thru-wall flashing will be terminated and sealed.
 - 2. Provide temporary supports, as necessary, to prevent the veneer from shifting as brick is removed.

3.03 TEMPORARY WORK

- A. Temporary enclosures:
 - 1. As weather and site conditions warrant, construct wood-frame enclosures, cover with reinforced polyethylene, secure edges and interior. The cost of all such enclosures shall be the sole responsibility of the Contractor.

3.04 MORTAR-MIXING

- A. Measure materials for mortar by volume. Proportions listed are for portland cement, lime and damp, loose sand, respectively:
 - 1. Lime cement mortar for brickwork:
 - a. “Pointing” mortar to be one (1) part non-staining cement, one (1) part hydrated lime, and six (6) parts clean, white sand which will pass a No. 16 sieve.

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- 2. The autoclave expansion of the cementitious portion of the mortar materials, when mixed in proportions required, shall not exceed one-half percent (1/2%), when tested according to ASTM C151.
- 3. The air content of any mortar mixed in proportions required shall not exceed five percent (5%), when tested according to ASTM C231 and/or ASTM C-173.
- B. Mix cementitious materials and masonry sand dry. Add powdered admixtures, if required, in solution and water to bring to proper consistency for use. Mix mortar with slightly less water content than would be normal for new construction.
- C. Mix only such amounts of mortar that will be used in the following time frames, based on ambient temperature:
 - 1. 80°F or less: Two (2) hours.
 - 2. 80°F and above: One (1) hour.
- D. Prehydrate mortar for one-half (1/2) to one (1) hour prior to final mixing.
- E. In cold weather (40-50°F), heat sand and/or water to maintain mortar temperature of 50°F at point of use. Mortar which falls below this temperature may be retempered with hot water if consistency is not impaired. Water or sand shall, in no case, be heated above 160°F.

3.05 THRU-WALL FLASHING FABRICATION

- A. General:
 - 1. Prior to riveting, pretin all surfaces to be joined on both sides at least 2-1/2 inches. Install rivets in two rows, not more than two (2) inches apart, staggered.
 - 2. Soldering:
 - a. Clean surface of all foreign materials and surface oxides prior to soldering.
 - b. Wash off acid and solder immediately after cleaning with degreasing solvents.
 - c. Apply flux to joint surface prior to soldering.
 - d. Solder joint in two passes: first pass shall draw solder completely into joint; second pass shall completely cover edge of metal.
- B. Veneer walls:
 - 1. Thru-wall flashing shall extend the full length of the opening, with solid joints as described below.
 - 2. Flashing shall be fabricated with solid-jointed end units, a minimum of two (2) inches high, so that all moisture is directed to the exterior.
 - 3. Fabricate to extend from a point 1/4-inch beyond the face of the exterior wythe of masonry, through the cavity space and turn up a minimum of four (4) inches on the face of the interior wythe of masonry.
 - 4. Fabricate the front and back terminations in accordance with the Construction Details (S-lock counterflashing receiver).

3.06 THRU-WALL FLASHING INSTALLATION

- A. Veneer walls:
 - 1. Place thru-wall flashing on a sloping bed of mortar on existing masonry veneer.
 - 2. Secure the flashing to the substrate behind the masonry veneer on twenty-four (24) inch centers, minimum.
 - 3. Seal the thru-wall flashing to the substrate using self-adhering asphalt/polyethylene strip flashing.



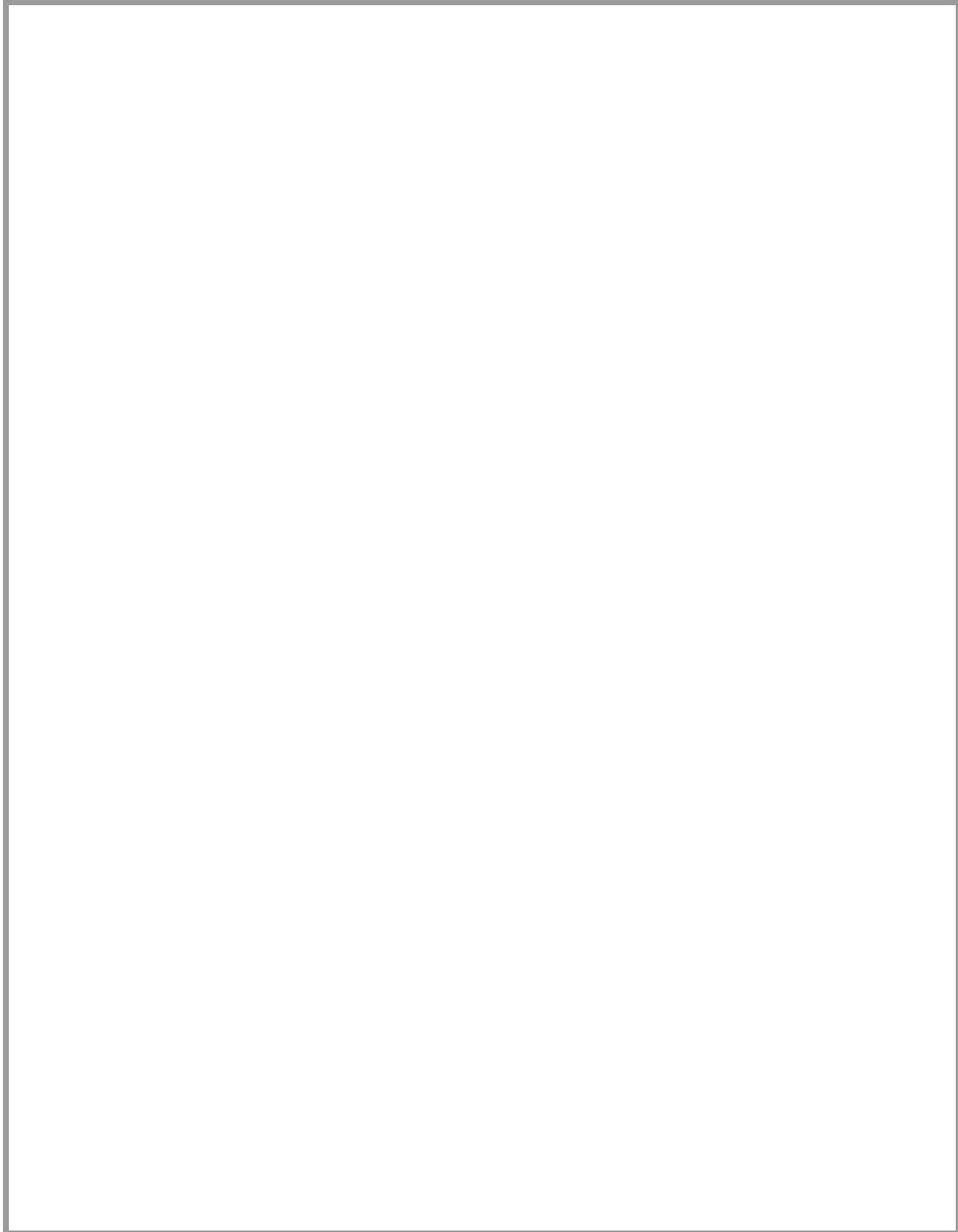
3.07 MASONRY INSTALLATION

- A. General:
 - 1. Wet existing masonry units thoroughly before applying fresh mortar.
 - 2. Allow water to soak into the existing portion of the masonry wall prior to application; however, masonry joints should not be visibly wet with free-standing water at time of application.
- B. Veneer walls:
 - 1. Spread new mortar on the completed thru-wall flashing. Bevel bed joint to return to level placement (from sloped thru-wall flashing).
 - 2. Install weep tubes on twenty-four (24) inch centers; place in the head joints between bricks. Alternate method: if acceptable to the Consultant, leave open head joints in bottom course in lieu of weep tubes.
 - 3. Install all bricks in a full bed of fresh mortar with a shoved joint to fill vertical ends solid with mortar.
 - 4. Take care to keep the cavity clean of excess mortar while re-laying units.
 - 5. Re-lay units to maintain existing mortar joint widths, except for minor variations required to maintain bond alignment.
 - 6. Reinforce new masonry courses with the specified reinforcing ties:
 - a. Place ties a maximum of two (2) brick courses above thru-wall flashing and then every sixteen (16) inches or six (6) brick courses vertically, if applicable.
 - b. Place ties every sixteen (16) inches horizontally.
 - 7. While mortar is still resilient, tool surface to create a solid, dense joint; tool to the same profile as other adjoining, existing joints. Uncompacted, furrow-shaped joints will not be acceptable.

3.08 CLEANING

- A. Clean mortar from the face of masonry at the end of the following work day after the mortar is set:
 - 1. Remove large mortar particles by hand with wooden paddles or nonmetallic scrapers, hoes, or chisels.
 - 2. Test cleaning methods on concealed area prior to applying to the entire area.
 - 3. Use bucket and stiff fiber hand brush cleaning method, as described in BIA-Technical Note No. 20, to clean brick masonry made from clay or shale, revised to use detergent (use in compliance with directions of cleaner manufacturer).
 - 4. Rinse area copiously with water to dilute detergent.

END OF SECTION





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STEEL ROOF DECKING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. This section includes the inspection, repair, reinforcement and/or replacement of steel roof decking, including steel support members when installed as a system.

1.03 REFERENCES

- A. Perform work in accordance with the recommendations of the Steel Deck Institute Design Manual, Latest Edition.

1.04 SEQUENCING AND SCHEDULING

- A. Coordinate roof demolition and Roofing replacement work in a manner for deck replacement or repair to proceed unimpeded.
- B. Contractor shall have sufficient deck material on site and stockpiled for daily anticipated replacements

PART 2 - PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

- A. Steel roof decking repair:
 - 1. Rust-inhibitive coating:
 - a. Carbomatic #15 by CarboLine, Inc., St. Louis, MO.
 - b. Devran 224HS High-build Epoxy Coating, Devoe Paint, Cleveland, OH.
 - c. Enduthane S2800 Series, by Pratt and Lambert Paints, Cleveland, OH.
 - d. Corothane I Aliphatic Finish, by The Sherwin-Williams Company, Cleveland, OH.
 - e. MC-Aluminum, by Wasser High-Tech Coatings, Kent, WA.
 - 2. Reinforcing plates: 20 gauge sheet steel, ASTM A526, with G90 galvanized coating.
- B. Steel roof decking replacement:
 - 1. ASTM A653; with G90 galvanized coating.
 - 2. Profile to match existing decking.
 - 3. Gauge to match existing decking.
 - 4. Butt and finish strips: 20 gauge sheet steel, ASTM A526, with G90 galvanized coating.
- C. Steel roof decking fasteners:
 - 1. Self drilling sheet metal screws, cadmium plated:
 - a. Sheet metal stitching: 1/4-14 x 7/8 inch, Teks1 with pilot point.
 - b. Steel decking to bar joist: 12-24 x 7/8 inch, Teks4.
 - c. Steel decking to structural steel: 12-24 x 1-1/4 inch, Teks5.
 - 2. At interlocking side laps: 1/4-14 x 7/8 inch, Teks1 with pilot point.



PART 3 - EXECUTION

3.01 EXAMINATION

- A. Evaluate deteriorated steel decking:
 - 1. Repair decking that is surface-rusted, with no pinholes through the steel after wire-brushing.
 - 2. Install reinforcing plates over openings sixteen (16) inches square or less, or decking deteriorated in excess of the limit specified above.
 - 3. Replace decking sections that:
 - a. Are cut or otherwise damaged;
 - b. Have openings larger than sixteen (16) inches square;
 - c. Have multiple openings between support members;
 - d. Are rusted over more than twenty-five percent (25%) of the area between support members; or
 - e. Are deflected or otherwise compromised structurally.
- B. Verify, prior to start of decking removal, the existence and location of deck-supported utilities and accessories including, but not limited to: water and gas lines, fire-sprinkler systems, above and below deck conduit and tubing, and ceiling suspension systems. Coordinate any work that may affect these utilities with the Owner.

3.02 WORK SEQUENCING

- A. Demolish only as much roofing and decking as can be replaced with completed deck assembly, insulation and roofing system before the stop of work on that day.

3.03 SURFACE PREPARATION / SELECTIVE DEMOLITION

- A. Preparation for repair – rust removal:
 - 1. Remove all loose rust from surface of steel decking by means of wire brushing.
 - 2. Decking shall be cleaned to achieve a surface grade acceptable for coating.
- B. Steel decking removal:
 - 1. Prior to the removal and replacement of the steel decking, provide a barricade under the work area, within the building, staffed with a watchman.
 - 2. Remove selected sections of steel decking.

3.04 STEEL DECKING REPAIR

- A. Deck reattachment:
 - 1. Mechanically attach loose ends of decking to steel support members twelve (12) inches on center in field and six (6) inches on center in the corners and perimeter.
 - 2. Mechanically attach side laps:
 - a. On spans less than five (5) feet, fasten at center of span.
 - b. On spans of five (5) feet or more, fasten twenty-four (24) inches on center.
- B. Deck painting:
 - 1. Clean all loose rust particles and dust from surface of decking and apply two (2) coats of rust-inhibitive coating over prepared areas and/or areas of raw metal.
- C. Deck reinforcement:
 - 1. Install sheet metal reinforcing plate to cover severely rusted areas or openings. Extend a minimum of three (3) inches onto adjacent, sound areas of decking.
 - 2. Ensure that the reinforcing plate sets flat and smooth with top of decking.
 - 3. Mechanically attach all edges of reinforcing plate to steel decking three (3) inches on center, including at all corners.

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4. Apply two (2) coats of rust-inhibitive coating to cut edges of reinforcing plate.

D. Splice plates at changes in deck direction:

1. Where deck changes direction and is cut and butted, install a twelve (12) inch wide sheet metal reinforcing plate centered over joint.
2. Ensure that the reinforcing plate sets flat and smooth with top of decking.
3. Mechanically attach each edge of reinforcing plate to steel decking six (6) inches on center.
4. Apply two (2) coats of rust-inhibitive coating to cut edges of reinforcing plate.

3.05 STEEL DECKING REPLACEMENT

A. Replace steel decking, in complete sections where possible, with section ends over structural steel members.

B. Install with two (2) inch, minimum, bearing on steel supports.

C. Install in lengths necessary to cover a minimum of two spans. Attach to structural steel members at section ends and mid-span:

1. Attach through bottom flutes only.
2. Minimum three (3) fasteners across decking panel at each location.
3. Maximum twelve (12) inches on center in field and six (6) inches on center in the corners and perimeters.

D. Mechanically attach side laps:

1. On spans less than five (5) feet, fasten at center of span.
2. On spans of five (5) feet or more, fasten twenty-four (24) inches on center.

E. Install butt and finish strips:

1. If unable to lap at sides, butt to adjacent deck and install six (6) inch wide finish strip over joint. Fasten finish strip to both sections of decking at twelve (12) inches on center.
2. Install six (6) inch wide butt strip where deck ends meet. Fasten butt strips to both sections of decking at six (6) inches on center.

F. Apply two (2) coats of rust-inhibitive coating to cut edges of decking and/or butt and finish strips.

3.06 CLEANING

A. During progress of the Work, use all means necessary to prevent spread of dirt and debris in the building interior.

B. Clean building interior on a daily basis, and when deck replacement is completed.

END OF SECTION





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BUILT-UP ASPHALT ROOFING

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.02 SECTION INCLUDES

- A. Asphaltic built-up roofing
- B. Insulation

1.03 REFERENCES

- A. Factory Mutual (FM Global) – Approval Guide.
 - 1. Factory Mutual Standard 4470 – Approval Standard for Class 1 Roof Covers.
- B. Underwriters Laboratories (UL) – Roofing Systems and Materials Guide (TGFU R1306)
- C. American Society for Testing and Materials (ASTM) – Annual Book of ASTM Standards.
 - 1. ASTM C 208 – Standard Specification for Cellulosic Fiber Insulating Board.
 - 2. ASTM C 728 – Standard Specification for Perlite Thermal Insulation Board.
 - 3. ASTM C 1289 – Standard Specification for Faced Rigid Cellular Polyisocyanurate Thermal Insulation Board.
 - 4. ASTM D 41 – Standard Specification for Asphalt Primer Used in Roofing, Dampproofing and Waterproofing.
 - 5. ASTM D 312 – Standard Specification for Asphalt Used in Roofing.
 - 6. ASTM D 1863 – Standard Specification for Mineral Aggregate Used on Built-up Roofs.
 - 7. ASTM D 2178 – Standard Specification for Asphalt Glass Felt Used in Roofing and Waterproofing.
 - 8. ASTM D 3672 – Standard Specification for Venting Asphalt-Saturated and Coated Inorganic Felt Base Sheet Used in Roofing.
 - 9. ASTM D 3909 – Standard Specification for Asphalt Roll Roofing (Glass Felt) Surfaced With Mineral Granules.
 - 10. ASTM D 4586 – Standard Specification for Asphalt Roof Cement, Asbestos Free.
 - 11. ASTM D 4601 – Standard Specification for Asphalt-Coated Glass Fiber Base Sheet Used in Roofing.
 - 12. ASTM D 4897 – Standard Specification for Asphalt-Coated Glass-Fiber Venting Base Sheet Used in Roofing.
 - 13. ASTM D 6163 – Standard Specification for Styrene Butadiene Styrene (SBS) Modified Bituminous Sheet Materials Using Glass Fiber Reinforcements.
 - 14. ASTM D 6164 – Standard Specification for Styrene Butadiene Styrene (SBS) Modified Bituminous Sheet Materials Using Glass Polyester Reinforcements.
 - 15. ASTM D 6222 – Standard Specification for Atactic Polypropylene (APP) Modified Bituminous Sheet Materials Using Polyester Reinforcements.
- D. Sheet Metal and Air Conditioning Contractors National Association, Inc. (SMACNA) – Architectural Sheet Metal Manual.
- E. Asphalt Roofing Manufacturers Association (ARMA).

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- F. National Roofing Contractors Association (NRCA).
- G. American Society of Civil Engineers (ASCE).
 - 1. ASCE 7 – Minimum Design Loads for Buildings and Other Structures.

1.04 DEFINITIONS

- A. Roofing Terminology: Refer to ASTM D 1079 and glossary of the National Roofing Contractors Association (NRCA) Roofing and Waterproofing Manual for definitions of terms roofing terms related to this section.

1.05 PERFORMANCE REQUIREMENTS

- A. General: Provide installed roofing membrane and base flashings that remain watertight; do no permit the passage of water; and resist specified uplift pressures, thermally induced movement, and exposure to weather without failure.
- B. Acceptance of Completed Work: Acceptance of completed Work will be based on its conformance to the Contract. Nonconforming Work is subject to rejection.
- C. Material Compatibility: Provide roofing materials that are compatible with one another under conditions of service and application required, as demonstrated by roofing manufacturer based on testing and field experience.
- D. All plies are to be hand-mopped. The use of felt layers to lay the roofing felts is unacceptable and will be viewed as a violation of these specifications.
- E. Prevent tracking of aggregate from existing membrane into new work area where aggregate pieces can be trapped within the new roof membrane. The Contractor shall ensure that aggregate is not carried into the new work areas on workmen's shoes or equipment wheels. Discovery of entrapped aggregate within the roof membrane plies is sufficient cause for its rejection.

1.06 SUBMITTALS

- A. Submit under provisions of Section 01 33 00.

1.07 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A qualified manufacturer that is UL listed for membrane roofing system identical to that used for this Project.
 - 1. Company specializing in manufacturing the products specified in this section with a minimum of 10 years of documented experience.
- B. Installer Qualifications:
 - 1. The installer shall be a firm that is approved, authorized, or licensed by the specified membrane roofing system manufacturer to install the manufacturer's product and that is eligible to receive the specified manufacturer's warranty. The installer shall be the firm submitting the bid form.
 - 2. The company shall be a firm that specializes in performing the work of this section with a minimum of 10 years' experience performing this work.
 - 3. The installer shall submit a copy of certification confirming the bidder's standing as a licensed applicator for the specified manufacturer and their eligibility to receive the specified warranty.



- C. Source Limitations: Obtain all components including roof insulation & fasteners for membrane roofing system from the same manufacturer as membrane roofing or approved by the membrane roofing manufacturer.
- D. Perform work in accordance with NRCA Roofing and Waterproofing Manual and manufacturer's printed instructions.
 - 1. Maintain 1 copy on site.
- E. Pre-construction Conference: Conduct conference at Project site. Comply with requirements in Division 1 Section "Project Meetings." Review methods and procedures related to roofing system including, but not limited to, the following:
 - 1. Meet with Owner, Consultant, testing and inspecting agency representative, roofing Installer, roofing system manufacturer's representative, and installers whose work interfaces with or affects roofing including installers of roof accessories and roof-mounted equipment.
 - 2. Review methods and procedures related to roofing installation, including manufacturer's written instructions.
 - 3. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
 - 4. Examine deck substrate conditions and finishes for compliance with requirements, including flatness and fastening.
 - 5. Review structural loading limitations of roof deck during and after roofing.
 - 6. Review base flashings, special roofing details, roof drainage, roof penetrations, equipment curbs, and condition of other construction that will affect roofing system.
 - 7. Review governing regulations and requirements for insurance and certificates if applicable.
 - 8. Review temporary protection requirements for roofing system during and after installation.
 - 9. Review roof observation and repair procedures after roofing installation.
- F. Notification to Start Work: Notify the Consultant's Assigned Project Manager in writing one (1) week in advance of Work start date.
- G. Meetings: Attend meetings as requested by the Owner or Consultant's Assigned Project Manager. Coordinate the attendance of participants.
- H. Final Inspection: Request a final roof inspection in writing to the Consultant's Assigned Project Manager once the Contractor has determined the project is complete and attends the final roof inspection as scheduled.
 - 1. Provide seven days advance notice to attendees, and coordinate attendance of:
 - 2. Roofing Contractor
 - 3. Owner
 - 4. Consultant's Assigned Project Manager
 - 5. Others as designated and/or required

1.08 REGULATORY REQUIREMENTS

- A. Work shall be performed in a safe, professional manner, conforming to all federal, state and local codes.
- B. Roofing System Design: Provide membrane roofing system that is identical to systems that have been successfully tested by a qualified testing and inspecting agency to resist uplift pressure calculated according to ASCE/SEI 7.

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1.09 DELIVERY, STORAGE AND HANDLING

- A. Deliver roofing materials to Project site in original containers with seals unbroken and labeled with manufacturer's name, product brand name and type, date of manufacture, and directions for storage.
- B. Store pail goods in their original undamaged containers in a clean, dry location within their specified temperature. Protect stored liquid material from direct sunlight.
 - 1. Discard and legally dispose of liquid material that cannot be applied within its stated shelf life.
- C. Store roll goods on end on pallets in a clean, dry, protected area. Take care to prevent damage to roll ends or edges. Do not double stack modified bitumen products.
- D. Protect roof insulation materials from physical damage and from deterioration by sunlight, moisture, soiling, and other sources. Store in a dry location. Comply with insulation manufacturer's written instructions for handling, storing, and protecting during installation.
- E. Handle and store roofing materials and place equipment in a manner to avoid permanent deflection of deck.
- F. Store and dispose of solvent-based materials and materials used with solvent-based materials, in accordance with requirements of local authorities having jurisdiction.

1.10 PROJECT CONDITIONS

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit roofing system to be installed according to manufacturer's written instructions and warranty requirements.
- B. Nuisance Odors: Avoid asphalt nuisance/odor entrainment to adjacent occupied buildings. Coordinate placement of asphalt kettle(s) and closure of HVAC outside air intake louvers with Owner. Employ the use of fume recovery systems if required by building Owner.
- C. Supervision: Supervise and direct the Work, using the best skill and attention. Be solely responsible for, and control, the construction means, methods, techniques, sequences, and procedures, and coordinate the Work under this section. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, perform an independent evaluation of the safety thereof and be fully and solely responsible for such means, methods, techniques, sequences, or procedures. If the evaluation discloses that such means, methods, techniques, sequences, or procedures may not be safe, give timely written notice of what is unsafe with recommendation for remedial action, with specificity, to the Consultant in writing by facsimile and by certified or registered mail.

1.11 WARRANTY

- A. Special Warranty: Manufacturer's standard form, without monetary limitation, in which manufacturer agrees to repair or replace components of roofing system that fail in materials or workmanship within specified warranty period. Failure includes roof leaks.
 - 1. Special warranty includes roofing membrane, base flashings, roofing membrane accessories roof insulation fasteners cover boards substrate board vapor retarder roof pavers walkway products and other components of roofing system.
 - 2. Warranty Period: Twenty (20) years from date of Substantial Completion.

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B. Special Project Warranty: Submit roofing Installer's warranty, on warranty form at end of this Section, signed by Installer, covering Work of this Section, including all components of roofing system such as roofing membrane, base flashing, roof insulation, fasteners, cover boards, substrate boards, vapor retarders, roof pavers, and walkway products, for the following warranty period:

1. Warranty Period: Two (2) years from date of Substantial Completion.

1.12 SEQUENCING AND SCHEDULING

- A. Preparation work shall be limited to those areas that can be covered with the complete roof membrane on same day or before arrival of inclement weather. Phasing of roofing plies will not be acceptable.
- B. Arrange work sequence to avoid use of newly completed roofing for storage, walking surface, or equipment traffic. Move equipment and material storage areas as work progresses.
- C. Allow no foot or equipment traffic over membrane until bitumen has cooled below its softening point.
- D. Repair any and all traffic-induced damage to the roof membrane the same day as the damage occurs.

PART 2 – PRODUCTS

2.01 GENERAL

- A. Slopes and Underlying Materials
 1. Use materials which are proper for the slopes and for the underlying material to which the other materials are attached.
- B. Factory Mutual Global (FMG) and Underwriters Laboratory (UL) Requirements
 1. Materials must, where applicable meet the requirements of FMG and/or UL as outlined in these specifications.
- C. Abbreviations
 1. FMG: Factory Mutual Global
 2. ASTM: ASTM International
 3. FS: Federal Specification or Federal Standard
 4. SMACNA: Sheet Metal and Air Conditioning Contractor's National Association, Inc.
 5. SDI: Steel Deck Institute
 6. UL: Underwriters Laboratory, Inc.
 7. MSDS: Material Safety Data Sheet

2.02 ACCEPTABLE MANUFACTURERS

- A. CertainTeed Commercial Roofing, Valley Forge, PA.
- B. Firestone Building Products Company, Carmel, IN.
- C. GAF Building Materials Corporation, Wayne, NJ.
- D. Johns-Manville Corporation, Denver, CO.

2.03 ROOF MEMBRANE

- A. Ply Sheets: ASTM D 2178, Type IV, and UL Type G1 BUR, asphalt-impregnated, glass-fiber felt.

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- B. Interply Adhesive:
 - 1. Type III Steep asphalt conforming to ASTM D 312.
- C. Flood coat:
 - 1. Type III Steep asphalt conforming to ASTM D 312.
- D. Surfacing:
 - 1. 400 lbs./square of 3/8-inch to 5/8-inch gravel conforming to ASTM D 1863.

2.04 ROOF FLASHINGS

- A. Backer Sheets: ASTM D 2178, Type IV, asphalt-impregnated, glass-fiber felt.
- B. Finish Flashing Sheets: ASTM D 6164 modified bitumen cap sheet Type II, Grade G.
- C. Glass-Fiber Fabric: Woven glass cloth, treated with asphalt, complying with ASTM D 1668, Type I.
- D. Flashing Adhesive:
 - 1. Type III Steep asphalt conforming to ASTM D 312.
- E. Flashing Surfacing:
 - 1. First coat: fibrated, non-asbestos, asphalt aluminum roof coating conforming to ASTM D 2824, Type III.
 - 2. Second coat: non-fibrated, non-asbestos, asphalt aluminum roof coating conforming to ASTM D 2824, Type I.

2.05 AUXILIARY ROOFING MEMBRANE MATERIALS

- A. General: Auxiliary materials recommended by roofing system manufacturer for intended use and compatible with built-up roofing.
- B. Asphalt primer conforming to ASTM D 41.
- C. Asphalt Roofing Cement: ASTM D 4586, asbestos free, of consistency required by roofing system manufacturer for application.
- D. Fasteners: Factory-coated steel fasteners and metal or plastic plates meeting corrosion-resistance provisions in FM 4470; designed for fastening roofing membrane components to substrate; tested by manufacturer for required pullout strength; and acceptable to roofing system manufacturer.
- E. Metal Flashing Sheet: Metal flashing sheet is specified in Section 07 62 00, Sheet Metal Flashing and Trim.
- F. Miscellaneous Accessories: Provide miscellaneous accessories recommended by roofing system manufacturer.

2.06 ROOF INSULATION & COVER BOARD

- A. General: Provide preformed roof insulation boards that comply with requirements and referenced standards, selected from manufacturer's standard sizes and of thicknesses indicated.
- B. Polyisocyanurate Board Insulation: ASTM C 1289, Type II, Class 1.
 - 1. Install the insulation system described on Drawing Sheet A4.1 – "Tapered Insulation Layout"

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- C. Provide preformed saddles, crickets, tapered edge strips, and other insulation shapes where indicated for sloping to drain. Fabricate tapered edge strips and other insulation shapes as indicated on Construction Drawings.
- D. Cover board
 - 1. Acceptable products:
 - a. Perlite insulation board conforming to ASTM C 728
 - 1) Thickness: $\frac{3}{4}$ "
 - b. Fiberboard: ASTM C 208 Type II, Grade 1 roof insulating board with a minimum recovered material content of 80 percent, treated with sizing, wax or bituminous impregnation. Bituminous impregnation shall be limited to 4 percent by weight when used over steel decks.
 - 1) Thickness: $\frac{1}{2}$ "
- E. Provide preformed saddles, crickets, tapered edge strips, and other insulation shapes where indicated for sloping to drain. Fabricate to slopes indicated.

2.07 INSULATION ACCESSORIES

- A. General: Roof insulation accessories recommended by insulation manufacturer for intended use and compatible with membrane roofing.
- B. Fasteners: Factory-coated steel fasteners and metal or plastic plates meeting corrosion-resistance provisions in FMG 4470, designed for fastening roof insulation to substrate, and acceptable to roofing system manufacturer.
 - 1. Fastener length:
 - a. Steel roof deck: shall be sufficient to engage the roof deck (top flutes only) a minimum of three-quarters (3/4) of an inch and a maximum of one and one-half (1-1/2) inches.
- C. Hot Adhesive:
 - 1. Type III Steep asphalt conforming to ASTM D 312.
- D. Insulation Cant Strips: ASTM C 208, Type II, Grade 1, cellulosic-fiber insulation board.

PART 3 – EXECUTION

3.01 EXAMINATION

- A. Verify that:
 - 1. Substrate is properly installed and free of foreign particles prior to installing the built-up roof system.
 - 2. Conditions are satisfactory for proper installation of the Work. Do not begin work until all unsatisfactory conditions have been corrected.
 - 3. Work of other trades penetrating the roof deck or requiring men and equipment to traverse roof deck has been completed prior to installing the built-up roof system.
 - 4. Curbs, pipe projections, sleeves, ducts, vents, nailers, and blocking as secure and acceptable for the proper installation of the built-up roof system.

3.02 PREPARATION AND CONDITIONS

- A. Raise all utility feeds and equipment to allow for eight (8) inch minimum flashing height above the surface of the new roof system.

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- B. Complete all demolition, installation and/or rehabilitation of internal drainage components prior to commencing installation of the new roof system. Roof system components installed prior to completion and acceptance of work on drainage components is subject to replacement at Contractors Expense.
- C. Remove unused equipment, curbs and projections as directed by the Owner or the Consultant.
- D. Complete all roof deck repair and/or replacement throughout the anticipated working area each day prior to any built-up roof application.
- E. Complete all required carpentry work throughout the anticipated working area, each day, prior to any roof membrane application.
- F. At wall bases, expansion joints, penetrations, and deck joint, seal all holes, openings, cracks, and joints with mastic (and suitable joint backer, if necessary) to prevent bituminous material from penetrating into the building.
- G. Prime surface of concrete deck with asphalt primer at a rate of 3/4 gal./100 sq. ft. (0.3 L/sq. m) and allow primer to dry.
- H. Sweep area clean of all dirt and debris prior to application of the built-up roof membrane.

3.03 GENERAL WORKMANSHIP

- A. All plies shall be broomed into place. Failure to broom felts during installation will be viewed as a violation of the specifications.
- B. Prevent tracking of aggregate from existing membrane into new work area where aggregate pieces can be trapped within the new roof membrane. The Contractor shall ensure that aggregate is not carried into the new work areas on workmen's shoes or equipment wheels. Discovery of entrapped aggregate within the roof membrane plies is sufficient cause for its rejection.
- C. Install roofing plies:
 - 1. On slopes less than 1:12, lay felts perpendicular to the slope of the roof, beginning at the lowest elevation of the roof. All felts shall be laid in shingle fashion, placed to ensure that water will flow over or parallel to, but never against, exposed felt edges.
- D. Install roofing plies in a uniform and continuous mopping of hot asphalt at the rate of 25 pounds per 100 square feet. Ply shall never touch ply, even at roof edges, laps, tapered edge strips or cants.
- E. Repair fishmouths, blisters, wrinkles, voids, ridges and other anomalies. Cut out defects and install a two-ply patch in hot asphalt over the affected area.
- F. Lap ply ends four (4) inches. Stagger ply end laps three (3) feet minimum.
- G. Roof membrane and flashings shall be installed and sealed in a watertight manner on the same day of installation or before the arrival of inclement weather.
- H. At the end of each work day, removal areas shall be sealed with water stops along edges to prevent water entry into the newly completed roof system. Glaze coat installed roofing plies at drains or valleys.
- I. Remove temporary tie-ins and water cut-off materials before proceeding with contiguous work. Overlap previous day's work by twelve (12) inches, minimum.

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3.04 INSULATION & COVER BOARD INSTALLATION

- A. Coordinate installing roofing system components so insulation is not exposed to precipitation or left exposed at the end of the workday.
- B. Comply with roofing system manufacturer's written instructions for installing roof insulation.
- C. Insulation Cant Strips: Install and secure preformed 45-degree insulation cant strips at junctures of built-up roofing membrane system with vertical surfaces or angle changes greater than 45 degrees.
- D. Install two (2) or more layers of insulation under area of roofing to achieve required thickness.
 - 1. Where overall insulation thickness is 2 inches (50 mm) or greater:
 - a. Install 2 or more layers with joints of each succeeding layer staggered from joints of previous layer a minimum of 6 inches (150 mm) in each direction.
 - 2. Cut and fit insulation within 1/4 inch (6 mm) of nailers, projections, and penetrations.
 - 3. Replace and refit insulation boards with gaps exceeding 1/4 inch (6 mm).
 - 4. Install with ends bearing at least 1-1/2 inches (38 mm) on top flanges of steel roof deck.
 - 5. Install insulation boards with the longest dimension perpendicular to the flutes of steel deck or to the long dimension of plywood or wood plank deck.
 - 6. Mechanically Fastened and Hot Adhesive:
 - a. Over steel decks, mechanically attach the insulation with screws and plates, at a rate required by the roof system's manufacturer.
 - b. Over concrete decks, prime the roof deck and then solidly mop the insulation in a uniform application of hot asphalt.
- E. Trim surface of insulation where necessary at roof drains so completed surface is flush and does not restrict flow of water.
- F. Install cover boards over insulation with long joints in continuous straight lines with end joints staggered between rows. Stagger joints from joints in insulation below a minimum of 6 inches (150 mm) in each direction.
 - 1. Adhere cover board in a continuous mopping of hot asphalt.

3.05 ROOFING MEMBRANE INSTALLATION - GENERAL

- A. Install built-up roofing membrane system according to roofing system manufacturer's written instructions and applicable recommendations of ARMA/NRCA's "Quality Control Guidelines for the Application of Built-up Roofing."
- B. Start installation of built-up roofing membrane in presence of roofing system manufacturer's technical personnel.
- C. Cooperate with testing and inspecting agencies engaged or required to perform services for installing built-up roofing system.
- D. Coordinate installing roofing system components so insulation and roofing membrane sheets are not exposed to precipitation or left exposed at the end of the workday or when rain is forecast.
 - 1. Provide tie-offs at end of each day's work to cover exposed roofing membrane sheets and insulation with a course of coated felt set in roofing cement or hot roofing asphalt with joints and edges sealed.
 - 2. Complete terminations and base flashings and provide temporary seals to prevent water from entering completed sections of roofing system.
 - 3. Remove and discard temporary seals before beginning work on adjoining roofing.

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- E. Asphalt Heating: Heat roofing asphalt and apply within plus or minus 25 deg F (14 deg C) of equiviscous temperature unless otherwise required by roofing system manufacturer. Do not raise roofing asphalt temperature above equiviscous temperature range more than one hour before time of application. Do not exceed roofing asphalt manufacturer's recommended temperature limits during roofing asphalt heating. Do not heat roofing asphalt within 25 deg F (14 deg C) of flash point. Discard roofing asphalt maintained at a temperature exceeding finished blowing temperature for more than 4 hours.
- F. Substrate-Joint Penetrations: Prevent roofing asphalt from penetrating substrate joints, entering building, or damaging roofing system components or adjacent building construction.

3.06 FOUR-PLY ASPHALT BUILT-UP ROOF INSTALLATION

- A. The first ply of ply sheet shall be nine (9) inches (metric 13-1/8") wide and set in hot asphalt.
- B. Starting at the lowest point of the roof deck, the second ply sheet shall be eighteen (18) inches (metric 26-1/4") wide, set in hot asphalt and laid parallel to the preceding ply.
- C. Starting at the lowest point of the roof deck, the third ply sheet shall be twenty-seven (27) inches (metric 39-3/8") wide, set in hot asphalt and laid parallel to the preceding ply sheets.
- D. Starting at the lowest point of the roof deck, the fourth ply sheet shall be thirty-six (36) inches (metric 39-3/8") wide, set in hot asphalt and laid parallel to the preceding ply sheets.
- E. Continue placing additional full-width (36") or Metric (39-3/8") ply sheets in hot asphalt, eight and one-third (8-1/3) inches or (Metric 12-7/16") from, and parallel to, the low edge of the preceding ply sheet until the edge of the roof area is reached.
- F. At the roof edge, reverse the partial-width ply sheet installation described above so that four ply sheets cover the substrate at all locations.
- G. Extend roofing ply sheets two (2) inches beyond the top edges of cants at wall and projection bases.
- H. Roof Drains: Set 30-by-30-inch (760-by-760-mm) metal flashing in bed of asphalt roofing cement on completed roofing membrane. Cover metal flashing with stripping and extend a minimum of 6 inches.
- I. Fit ply sheets into roof drain rims, install lead flashing and strip-in ply sheets, secure clamping rings and install strainer domes.
- J. Over the completed roof surface, after review and approval by the Consultant, apply a uniform and continuous flood coat of hot asphalt at the rate of 70 lbs. per 100 square feet. Immediately broadcast 400 lbs. of gravel per 100 square feet into the flood coat.

3.07 FLASHING INSTALLATION

- A. All flashing surfaces shall be smooth, dry and free of debris and obstructions.
- B. Prior to installing flashings:
 1. Prime flashing surface, from top of roofing felts to flashing termination point, with asphalt primer. Apply primer at the rate of 1/2-gallon per 100 square feet; adjust depending upon surface porosity; if applicable.
- C. Allow asphalt primer to dry to the touch before proceeding with installation of flashing plies.

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- D. Install the backer sheets:
 - 1. Apply a uniform coating of hot asphalt to the flashing substrate.
 - 2. Immediately, while the asphalt is hot, firmly embed the backer sheets.
 - 3. Glove backer sheets into place to eliminate all voids, wrinkles, and fishmouths.
 - 4. Extend backer sheets from the flashing termination point to a minimum of six (6) inches, from the base of the cant, onto the roof surface.
- E. Install the finish flashing sheets:
 - 1. Over the installed backer sheets, apply a uniform coating of hot asphalt. Hold back mopping asphalt from adjacent finish flashing sheets to allow for hot-air welding of vertical laps.
 - 2. Glove into place to eliminate all voids, wrinkles and fishmouths.
 - 3. Extend membrane from the flashing termination point to a minimum of twelve (12) inches, from the base of the cant, onto the roof surface.
- F. Hot-air weld all vertical seams on the finish flashing sheets. Embed all mineral aggregate surfacing in seam area prior to hot-air welding.
- G. Seal the exposed leading edge of the modified bitumen flashing sheet at all metal flanges with a 3/8-inch bead of neoprene cement.
- H. Fasten the completed roof flashings, approximately 1/2-inch from the top:
 - 1. To concrete or masonry substrate:
 - a. Fasten with the specified termination bar to the substrate at twelve (12) inches on center.
 - 2. To wood substrate:
 - a. Fasten to the substrate at eight (8) inches on center, using ring-shanked nails placed through one (1) inch metal discs.
 - 3. Seal the top edge of the flashings with a three (3) course application of asphalt mastic and 3 inch (75 mm) wide fiberglass reinforcing membrane centered on the top edge of the flashings.
- I. Prior to the installation of the metal flashing components, apply two (2) coats of the specified coatings to the flashing surfaces as follows:
 - 1. Prior to flood coating the roof membrane, apply the specified first coat of aluminum roof coating at the rate of 1-1/2 gallons per 100 square feet.
 - 2. After flood coating and graveling the roof membrane, apply the specified second coat of aluminum roof coating at the rate of 1/2 gallon per 100 square feet.
- J. Install all sheet metal flashings in accordance with the Construction Drawings, approved mock-ups and/or approved shop drawings.

3.08 FIELD QUALITY CONTROL

- A. Final Roof Inspection: Arrange for roofing system manufacturer's technical personnel to inspect roofing installation on completion and submit report to Consultant.
 - 1. Notify Consultant and Owner in writing one week in advance of date and time of inspection.
- B. Repair or remove and replace components of roofing system where test results or inspections indicate that they do not comply with specified requirements.
- C. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.



3.09 ADJUSTING & CLEANING

- A. Repair of deficiencies:
 - 1. Installation or details noted as deficient during Final Review must be repaired and corrected by Contractor, and made ready for review again, within five (5) working days.
- B. Clean-up:
 - 1. Immediately upon job completion, roof membrane and flashing surfaces shall be cleaned of all debris.
 - 2. Clean overspray and spillage from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.
 - 3. Clean roof drains or gutters/downspouts of all debris.

3.10 ROOFING INSTALLERS WARRANTY

- A. WHEREAS <Insert name> of <Insert address>, herein called the "Roofing Installer," has performed roofing and associated work ("work") on the following project:
 - 1. Owner:
 - 2. Address:
 - 3. Building Name/Type:
 - 4. Address: <Insert address.>
 - 5. Area of Work: <Insert information.>
 - 6. Acceptance Date: <Insert date.>
 - 7. Warranty Period: Two (2) years.
 - 8. Expiration Date: <Insert date.>
- B. AD WHEREAS Roofing Installer has contracted (either directly with Owner or indirectly as a subcontractor) to warrant said work against leaks and faulty or defective materials and workmanship for designated Warranty Period,
- C. NOW THEREFORE Roofing Installer hereby warrants, subject to terms and conditions herein set forth, that during Warranty Period he will, at his own cost and expense, make or cause to be made such repairs to or replacements of said work as are necessary to correct faulty and defective work and as are necessary to maintain said work in a watertight condition.
- D. This Warranty is made subject to the following terms and conditions:
 - 1. Specifically excluded from this Warranty are damages to work and other parts of the building, and to building contents, caused by:
 - a. lightning;
 - b. peak gust wind speed exceeding 55 mph;
 - c. fire;
 - d. failure of roofing system substrate, including cracking, settlement, excessive deflection, deterioration, and decomposition;
 - e. faulty construction of parapet walls, copings, chimneys, skylights, vents, equipment supports, and other edge conditions and penetrations of the work;
 - f. vapor condensation on bottom of roofing; and
 - g. activity on roofing by others, including construction contractors, maintenance personnel, other persons, and animals, whether authorized or unauthorized by Owner.

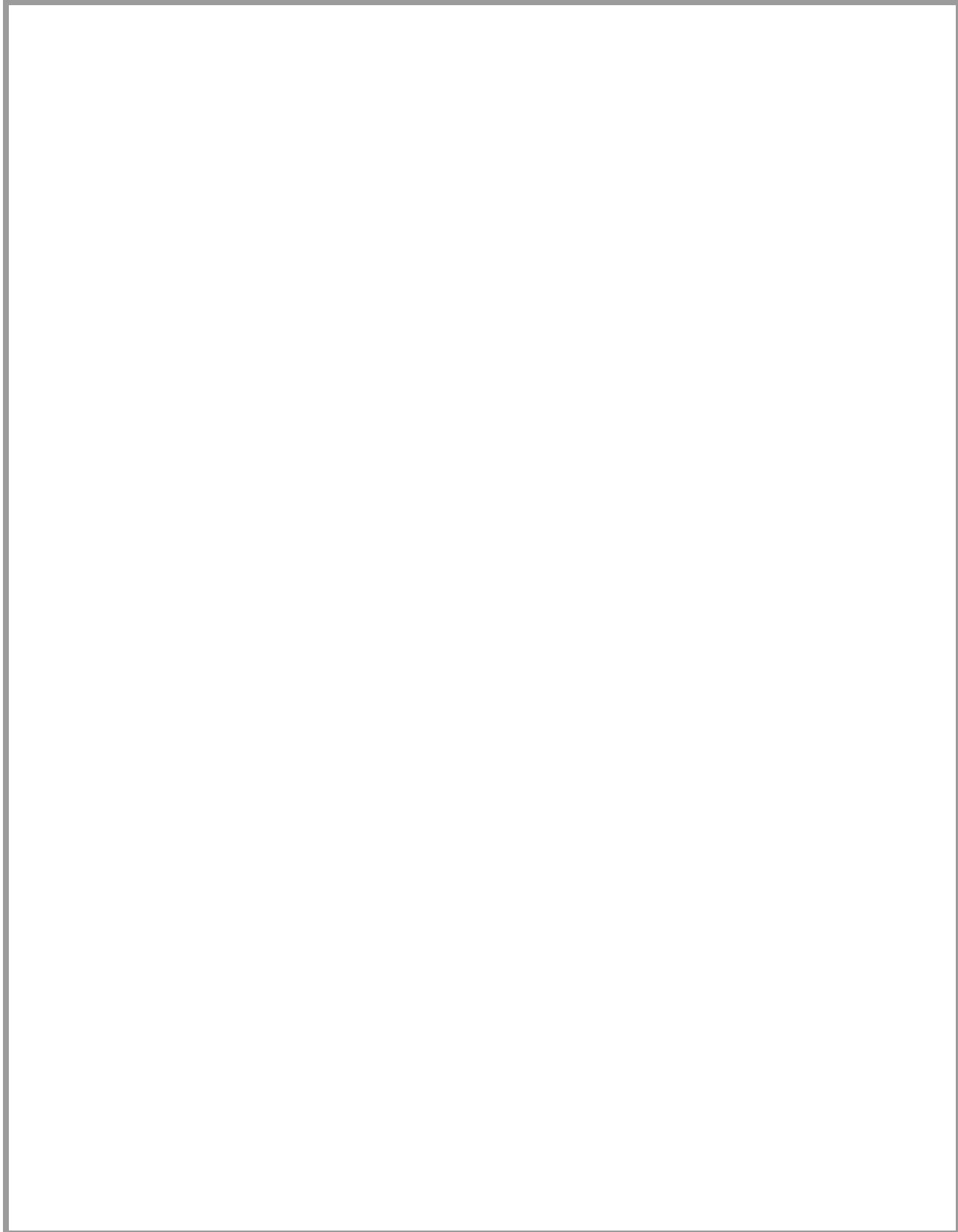


2. When work has been damaged by any of foregoing causes, Warranty shall be null and void until such damage has been repaired by Roofing Installer and until cost and expense thereof have been paid by Owner or by another responsible party so designated.
3. Roofing Installer is responsible for damage to work covered by this Warranty but is not liable for consequential damages to building or building contents resulting from leaks or faults or defects of work.
4. During Warranty Period, if Owner allows alteration of work by anyone other than Roofing Installer, including cutting, patching, and maintenance in connection with penetrations, attachment of other work, and positioning of anything on roof, this Warranty shall become null and void on date of said alterations, but only to the extent said alterations affect work covered by this Warranty. If Owner engages Roofing Installer to perform said alterations, Warranty shall not become null and void unless Roofing Installer, before starting said work, shall have notified Owner in writing, showing reasonable cause for claim, that said alterations would likely damage or deteriorate work, thereby reasonably justifying a limitation or termination of this Warranty.
5. During Warranty Period, if original use of roof is changed and it becomes used for, but was not originally specified for, a promenade, work deck, spray-cooled surface, flooded basin, or other use or service more severe than originally specified, this Warranty shall become null and void on date of said change, but only to the extent said change affects work covered by this Warranty.
6. Owner shall promptly notify Roofing Installer of observed, known, or suspected leaks, defects, or deterioration and shall afford reasonable opportunity for Roofing Installer to inspect work and to examine evidence of such leaks, defects, or deterioration.
7. This Warranty is recognized to be the only warranty of Roofing Installer on said work and shall not operate to restrict or cut off Owner from other remedies and resources lawfully available to Owner in cases of roofing failure. Specifically, this Warranty shall not operate to relieve Roofing Installer of responsibility for performance of original work according to requirements of the Contract Documents, regardless of whether Contract was a contract directly with Owner or a subcontract with Owner's General Contractor.

E. IN WITNESS THEREOF, this instrument has been duly executed this <Insert day> day of <Insert month>, <Insert year>.

1. Authorized Signature: <Insert signature.>
2. Name: <Insert name.>
3. Title: <Insert title.>

END OF SECTION



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07 61 00

SHEET METAL ROOFING

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section

1.02 SUMMARY

- A. General: Furnish all labor, material, tools, equipment, and services for all preformed roofing as indicated, in accord with the provisions of the Contract Documents. The Metal Roofing Manufacturer will provide all components required for a complete metal roofing system to include panels, panel clips, trim/flashing, fascias, ridge, closures, sealants, fillers and any other required items.
- B. Related sections:
 - 1. Section 07 62 00 – Sheet Metal Flashing and Trim
- C. References:
 - 1. American Society for Testing and Materials (ASTM)
 - a. ASTM A 653: Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy Coated (Galvanized) by the Hot-Dip Process
- D. Sheet Metal and Air Conditioning Contractors National Association, Inc. (SMACNA)
 - 1. Architectural Sheet Metal Manual

1.03 QUALITY ASSURANCE

- A. Applicable standards:
 - 1. ASTM A 653 “Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process,”
 - 2. ASTM E 1592 “Test Method for Structural Performance of Sheet Metal Roof and Siding Systems by Uniform Static Air Pressure Difference,”
 - 3. ASTM E 1646 “Test Method for Water Penetration of Exterior Metal Roof Panel Systems by Uniform Static Air Pressure Difference,”
 - 4. ASTM E 1680 “Test Method for Rate of Air Leakage through Exterior Metal Roof Panels Systems,”
 - 5. UL 580 “Tests for Uplift Resistance of Roof Assemblies,”
- B. Manufacturer's qualifications:
 - 1. Manufacturer shall have a minimum of three (3) years experience in manufacturing metal roofing systems. Panels specified in this section shall be produced in a permanent factory environment with fixed-base roll-forming equipment. A letter certifying the manufacturer's qualifications shall accompany the product material submittals.
- C. The Installer shall meet the following minimum criteria:
 - 1. Installer shall be an approved applicator by the manufacturer, capable of receiving the specified warranty. The Project foreman shall be certified by the manufacturer in the proper installation of the specified system and will be present to supervise whenever material is being installed.
 - 2. Have installed five projects of similar scope and magnitude that have been in service for a minimum of five (5) years with satisfactory performance of the roof system.



1.04 SYSTEM PERFORMANCE REQUIREMENTS

- A. Performance testing:
 - 1. Metal roofing panel shall be tested in accordance with Underwriters Laboratories, Inc. (UL) Test Method 580 "Tests for Uplift Resistance of Roof Assemblies," Class 90 rating.
 - 2. Metal roof panel shall be tested in accordance with ASTM E 1592 for negative loading. Capacity for gauge, span, or loading other than those tested may be determined by interpolating between test values only.
 - 3. Metal roof panel shall have a maximum air infiltration rate of 0.007 cfm/ft² at a pressure differential of 6.24 psf. when tested in accordance with ASTM E 1680.
 - 4. Metal roof panel shall have no uncontrollable water leakage at a pressure differential of 6.24 psf. when tested in accordance with ASTM E 1646.
 - 5. Metal roof panel shall be tested in accordance with Underwriters Laboratories (UL) test method for impact resistance. Materials shall meet or exceed Class 4.
 - 6. Metal roof panel shall be tested in accordance with Underwriters Laboratories (UL) test method for fire resistance. Materials shall meet or exceed Class A.

1.05 DESIGN REQUIREMENTS

- A. General:
 - 1. The metal roof system shall be designed by the Manufacturer as a complete system. Members and connections not indicated on the drawings shall be the responsibility of the Contractor. All components of the system shall be supplied or specified by the same manufacturer.
- B. Roof panels:
 - 1. Steel panels shall be designed in accordance with the AISI Cold-Formed Steel Design Manual.
 - 2. Deflection requirements shall be in accordance with the applicable building code, or as a minimum, L/180 for roof snow load (but not less than 35/psf).
- C. Accessories and their fasteners
 - 1. Accessories and their fasteners shall be capable of resisting the specified design wind uplift forces and shall allow for thermal movement of the roof panel system. Exposed fasteners shall not restrict free movement of the roof panel system resulting from thermal forces, except at designed points of roof panel fixity.

1.06 SUBMITTALS

- A. Physical samples:
 - 1. Submit samples and color chips for all proposed finishes.
 - 2. Submit one 12-inch long sample of panel, including clips.
 - 3. Submit two 3-inches x 5-inch color chip samples in color(s) selected by the Owner.
- B. Materials: Submit product data for:
 - 1. Pre-molded pipe flashing intended for use as shown in construction drawings.

1.07 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Delivery:
 - 1. Deliver metal roofing system to job site properly packaged to provide protection against transportation damage.
- B. Handling:
 - 1. Exercise extreme care in unloading, storing, and installing metal roofing system to prevent bending, warping, twisting, and surface damage.

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C. Storage:

1. Store all material and accessories above ground on well supported platforms that provide a minimum of 2" to 12" of slope. Store under waterproof covering. Provide proper ventilation of metal roofing system to prevent condensation build-up between each panel or trim/flashing component.

1.08 WARRANTY REQUIREMENTS

A. The Contractor shall warrant the materials to be free of faults and defects, and as follows:

1. Warranty Term: 10-year
2. Manufacturers liability requirement: No dollar limit
3. Warranty coverage to include:
 - a. All system panels, insulations and system components and accessories provided by roof system manufacturer.
 - b. The warranty must cover weathertightness, finish, materials, labor and workmanship.
 - c. Finish warranty period 20 years commencing on date of substantial completion..

PART 2 – PRODUCTS

2.01 ACCEPTABLE PANELS

A. SNAP-CLAD roofing panels, by PAC-CLAD.

B. Or equal approved prior to bidding

1. Ownership may consider written substitution requests for panels from a different manufacturer, provided bidder gains approval prior to bidding, per the specified substitution request requirements.

2.02 PANEL MATERIALS AND FABRICATION

A. Steel Panels: ASTM A 653M, G90 (lock-forming quality), extra smooth, tension-leveled, galvanized steel, minimum spangle.

1. Thickness: 24 gauge.
2. Surface Finish: Smooth
3. Seam Height: 1.75 inches.
4. Seam Spacing: 18 inches.

B. Form roofing panels in full lengths running from eave to ridge, true to shape, accurate in size, square, and free from distribution or manufacturing defects.

C. Seams shall have a factory applied integral seam sealant in leg of panel.

2.03 FINISHES

A. Coil-Coated or Spray-Applied Fluorocarbon Resin

1. Color: Selected by Owner from manufacturer's standard colors.
2. Finish: shall consist of primer on both sides, minimum 0.25-mil thickness, followed by a 70% Kynar 500[®] resin premium fluoropolymer (PVDF) coating on one side to achieve a 1.0 mil (+/- 0.1-mil) dry-film thickness.
3. Provide factory applied strippable plastic film for protection during fabrication and installation.

2.04 ACCESSORIES

A. Underlayment:

1. As required by manufacturer.

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B. Panel Fasteners, Clips, and bearing plates:

- As required by manufacturer, appropriate for existing substrate.

2.05 TRIM AND FLASHINGS

A. See Section 07 62 00 – Sheet Metal Flashing and Trim

2.06 MISCELLANEOUS MATERIALS

A. Fasteners:

- Fasteners for steel roof panels shall be zinc-coated steel, corrosion resisting steel, type and size specified or as otherwise approved for the applicable requirements. Fasteners for structural connections shall provide both tensile and shear ultimate strengths of not less than 750 pounds per fastener. Fasteners for accessories shall be the manufacturer's standard. Exposed roof fasteners shall be sealed or have sealed washers on the exterior side of the covering to waterproof the fastener penetration. Washer material shall be compatible with the screw head; have a minimum diameter of 3/8-inch for structural connections; and gasket portion of fasteners or washers shall be neoprene or other equally durable elastomeric material.

B. Components:

- Components shall be compatible with the roof panel furnished. Flashing, trim, metal closure strips, caps, gutters, downspouts, roof curbs, and similar metal components shall not be less than the minimum thickness specified by the panel Manufacturer. Exposed metal components shall be finished to match the panels or trim, as furnished. Molded closure strips shall be closed-cell or solid-cell synthetic rubber or neoprene, or polyvinyl chloride or metal pre-molded to match configuration of the covering and shall not absorb or retain water.

C. Sealants:

- All tape sealant is to be a pressure sensitive, 100 percent solid, sealing tape with a release paper backing. Provide permanently elastic, non-sagging, non-toxic, non-staining tape sealant approved by the panel Manufacturer.
- The panel Manufacturer shall approve all joint sealant that will come into contact with the panel.

2.07 FABRICATION

A. Panels shall be produced by a Manufacturer meeting the requirements of Section 1.03B.

B. Fabricate trim, flashing, and accessories to Manufacturer's specified profile.

PART 3 – EXECUTION

3.01 SURFACE CONDITIONS

A. Examination: Verify that the substrate is prepared in accordance with the specifications and panel Manufacturer's requirements

B. Discrepancies:

- In event of discrepancy, notify the Consultant.
- Do not proceed with installation until discrepancies have been resolved.

C. Verify that roof openings, curbs, pipes, sleeves, ducts, vents, and other penetrations through roof substrate are complete.

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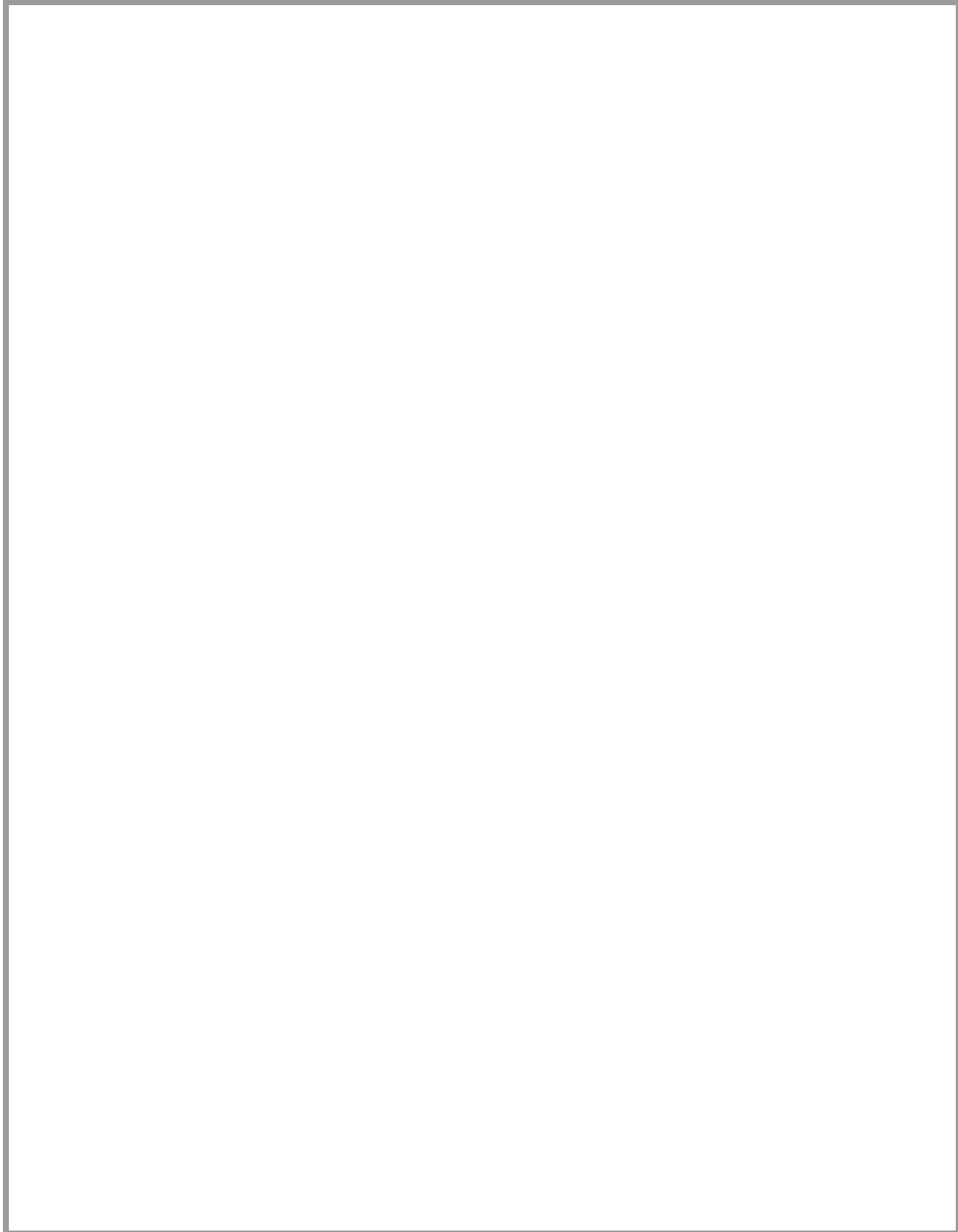
3.02 INSTALLATION

- A. Install the panel in accordance with Manufacturer's instructions and approved installation drawings.
- B. Install the panel so that it is weather-tight and allows for thermal movements.
- C. Locate and space all exposed fasteners in accordance with the panel Manufacturer's recommendations. Use proper torque settings to obtain controlled uniform compression for a positive seal without rupturing the neoprene washer.
- D. Do not allow panels or trim to come into contact with dissimilar materials (i.e. copper, lead, graphite, treated lumber, mortar, etc). Water run-off from these materials is also prohibited.
- E. Comply with the panel Manufacturer's approved installation drawings and instructions.
- F. Field cutting of panels, trim, and/or flashing shall be accomplished by hand or electric shears. At no time shall a hot saw be used.

3.03 ADJUSTING AND CLEANING

- A. Repair panels with minor damage.
- B. Remove panels damaged beyond repair and replace with new panels to match adjacent undamaged panels.
- C. Clean exposed panel surfaces promptly after installation in accordance with recommendations of panel and coating manufacturers.
- D. Remove protective film immediately after installation.

END OF SECTION



IRS**07 62 00****SHEET METAL FLASHING AND TRIM****PART 1 – GENERAL****1.01 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section

1.02 SUMMARY

- A. Section Includes:
 - 1. Formed roof flashing and trim.
 - 2. Formed gutters and downspouts.

1.03 PERFORMANCE REQUIREMENTS

- A. General: Install sheet metal flashing and trim to withstand wind loads, structural movement, thermally induced movement, and exposure to weather without failing, rattling, leaking, and fastener disengagement.
- B. Thermal Movements: Provide sheet metal flashing and trim that allow for thermal movements resulting from the following maximum change (range) in ambient and surface temperatures by preventing buckling, opening of joints, hole elongation, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Provide clips that resist rotation and avoid shear stress as a result of sheet metal and trim thermal movements. Base engineering calculation on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
 - 1. Temperature Change (Range): 120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces.
- C. Water Infiltration: Provide sheet metal flashing and trim that do not allow water infiltration to building interior.

1.04 SUBMITTALS

- A. Product Data: For each type of product indicated. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.
- B. Samples for Verification: For each type of exposed finish required, of size indicated below:
 - 1. Trim: 12 inches (300 mm) long. Include fasteners and other exposed accessories.
 - 2. Accessories: Full-size Sample.

1.05 QUALITY ASSURANCE

- A. Sheet Metal Flashing and Trim Standard: Comply with SMACNA's "Architectural Sheet Metal Manual." Conform to dimensions and profiles shown unless more stringent requirements are indicated.

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- B. Pre-installation Conference: Conduct conference at Project site to comply with requirements in Section 01200 "Project Meetings."
 - 1. Meet with Owner, Consultant, Owner's insurer if applicable, Installer, and installers whose work interfaces with or affects sheet metal flashing and trim including installers of other building components.
 - 2. Review methods and procedures related to sheet metal flashing and trim.
 - 3. Examine substrate conditions for compliance with requirements, including flatness and attachment to structural members.
 - 4. Document proceedings, including corrective measures and actions required, and furnish copy of record to each participant.

1.06 DELIVERY, STORAGE AND HANDLING

- A. Deliver sheet metal flashing materials and fabrications undamaged. Protect sheet metal flashing and trim materials and fabrications during transportation and handling.
- B. Unload, store, and install sheet metal flashing materials and fabrications in a manner to prevent bending, warping, twisting, and surface damage.
- C. Stack materials on platforms or pallets, covered with suitable weathertight and ventilated covering. Do not store sheet metal flashing and trim materials in contact with other materials that might cause staining, denting, or other surface damage.

1.07 COORDINATION

- A. Coordinate installation of sheet metal flashing and trim with interfacing and adjoining construction to provide a leakproof, secure, and noncorrosive installation.
- B. Where sheet metal flashings are incorporated into other building systems, installation shall commence concurrently with the installation of such building components to prevent delays.
- C. Where sheet metal flashings are designed to provide counter flashing, installation shall commence after the installation of other building components has been completed in accordance with the specifications.

1.08 SEQUENCING AND SCHEDULING

- A. Owner will occupy portions of building immediately adjacent to work area. Conduct activities so Owner's operations will not be disrupted. Provide not less than 48 hours' notice to Owner of activities that will affect Owner's operations.

PART 2 – PRODUCTS

2.01 SHEET METALS

- A. Stainless-Steel Sheet: ASTM A 240, Type 304.
- B. Prefinished galvanized: AISI-G90 Extra Smooth, minimum spangle, tension leveled, hot-dipped galvanized steel conforming to ASTM A653:
 - 1. Finish shall consist of primer on both sides, minimum 0.25-mil thickness, followed by a 70% Kynar 500® resin premium fluoropolymer (PVDF) coating on one side to achieve a 1.0 mil (+/- 0.1-mil) dry-film thickness.
 - a. Manufacturer's standard color which will be selected by the Owner.
- C. Galvanized steel sheet: AISI-G90 Extra Smooth, minimum spangle, tension leveled, hot-dipped galvanized steel conforming to ASTM A653.

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- D. Lead flashings:
 - 1. Drain lead flashings: four (4) pound sheet lead conforming to ASTM B29, thirty (30) inch square sheet.
 - 2. Soil stack flashings: four (4) pound sheet lead conforming to ASTM B29, minimum twelve (12) inch square base flange, or as necessary to extend five (5) inches out from stack on all sides.
- E. Termination bar:
 - 1. Extruded aluminum compression bar, 0.100-inch minimum thickness and 1 inch width.

2.02 UNDERLayment MATERIALS/CONCEALED FLASHING

- A. ASTM D 4637, Type I, non-reinforced, uniform, flexible EPDM sheet

2.03 FASTENERS

- A. Unless specified otherwise in the Construction Drawings or elsewhere in the project specifications, sheet metal fasteners shall comply with this section.
- B. Fasteners: Wood screws, annular threaded nails, self-tapping screws, self-locking rivets and bolts, and other suitable fasteners designed to withstand design loads:
 - 1. Exposed Screw Fasteners: Heads matching color of sheet metal by means of plastic caps or factory-applied coating. Use only where concealed fasteners cannot be used.
 - a. Sheet Metal to Sheet Metal: Self Drilling, self-tapping, gasketed #10 Hex Washer Head sheet metal screw. Length as required for application, but no less than three threads pitches into metal.
 - b. Sheet Metal to Wood: Gasketed Hex Washer Head wood screw. Size and length as required for application but no less than #10 size and 1 inch in length.
 - c. Sheet Metal to masonry: Corrosion resistant pre-drilled gasketed masonry screws with hex washer head, minimum 3/16" thickness; length to provide embedment as required by fastener manufacturer.
 - 2. Concealed Screw Fasteners:
 - a. Sheet Metal to Sheet Metal: #10 Self Drilling, self-tapping, Phillips Pan Head sheet metal screw. Length as required for application, but no less than three threads pitches into metal.
 - b. Sheet Metal to Wood: #10 Phillips Pan Head Wood Screw. Size and length as required for application, but no less than #10 size and 1 inch in length.
 - c. Sheet Metal to masonry: Corrosion resistant pre-drilled masonry screws with hex washer head, minimum 3/16" thickness; length to provide embedment as required by fastener manufacturer.
 - 3. Nails: for use where roof edge flashing, cleats, and other flashings are fastened to wood substrate and whose nailing flanges are covered by roof materials or finish metal.
 - a. Standard round wire; minimum 12 gauge shank, smooth, barbed or deformed shank, with heads 3/8 inch (9mm) in diameter.
 - b. Length: 1.25-inches
- C. General fastener requirements (unless otherwise noted):
 - 1. Fastener types for given metal types:
 - a. Galvanized or Repainted, Metallic-Coated Steel: Use stainless-steel fasteners.
 - b. Aluminum: Use aluminum or stainless-steel fasteners.
 - c. Stainless Steel: Use stainless-steel fasteners.
- D. Blind Fasteners: High-strength aluminum, galvanized or stainless-steel rivets.



2.04 MISCELLANEOUS MATERIALS

- A. General: Provide materials and types of fasteners, solder, welding rods, protective coatings, separators, sealants, and other miscellaneous items as required for complete sheet metal flashing and trim installation.
- B. Solder for Stainless Steel: ASTM B 32, Grade Sn60, with acid flux of type recommended by stainless-steel sheet manufacturer.
- C. Sealing Tape: Pressure-sensitive, 100 percent solids, polyisobutylene compound sealing tape with release-paper backing. Provide permanently elastic, non-sag, nontoxic, non-staining tape.
- D. Elastomeric Sealant
 - 1. Polyurethane, ASTM C 920, Grade NS, Class 25, Type S.
- E. Asphalt Roofing Cement: ASTM D 4586, asbestos free, of consistency required for application.

2.05 FABRICATION, GENERAL

- A. General:
 - 1. Custom fabricate sheet metal flashing and trim to comply with recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to design, dimensions, metal, and other characteristics of item indicated. Shop fabricate items where practicable. Obtain field measurements for accurate fit before shop fabrication.
 - 2. All finish flashings, where applicable, must be fully engaged and continuously crimped onto the underlying cleat.
 - 3. All points where the sheet metal flashing ends or transitions into a different flashing detail shall be flashed with a field-formed sheet metal closure. The use of mastic or excessive caulking shall not be acceptable.
- B. Fabricate sheet metal flashing and trim in thickness or weight needed to comply with performance requirements, but not less than that specified for each application and metal.
- C. Fabricate sheet metal flashing and trim without excessive oil canning, buckling, and tool marks and true to line and levels indicated, with exposed edges folded back to form hems.
- D. Sealed Joints: Form nonexpanding but movable joints in metal to accommodate elastomeric sealant to comply with SMACNA recommendations.
- E. Expansion Provisions: Where lapped or bayonet-type expansion provisions in the Work cannot be used, form expansion joints of intermeshing hooked flanges, not less than 1 inch (25 mm) deep, filled with elastomeric sealant concealed within joints.
- F. Conceal fasteners and expansion provisions where possible on exposed-to-view sheet metal flashing and trim, unless otherwise indicated.
- G. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, noncorrosive metal.
 - 1. Thickness: Unless specified otherwise, as recommended by SMACNA's "Architectural Sheet Metal Manual" but not less than thickness of metal being secured.



2.06 ROOF SHEET METAL FABRICATIONS

- A. Coping:
 - 1. Fabricate in minimum 96-inch (2400-mm) long, but not exceeding 10-foot (3-m) long, sections.
 - 2. If required by Construction Drawings, furnish with continuous cleats to support edge of external leg and drill elongated holes for fasteners on interior leg. Miter corners and seal watertight.
 - 3. Dimensions:
 - a. Fabricate to the profile shown in the Construction Drawings.
 - b. Width: field measure
 - c. External leg: shall be hemmed and extend down as far as the existing coping.
 - d. Interior leg: shall be hemmed, 3-inch minimum length
 - 4. Fabricate from the following material:
 - a. Prefinished Galvanized: 24 gauge; 0.0239 inch (0.607 mm) thick
 - 5. Joint Style:
 - a. Butt, with 6-inch (150-mm) wide exposed cover plates.
 - 1) Install full length flashings with a $\frac{1}{4}$ " gap between sections.
 - 2) Install cover plate, centered over the joint, set in a continuous bead of sealant on both sides of joint.
- B. Cleats:
 - 1. Fabricate in minimum 96-inch (2400-mm) long, but not exceeding 10-foot (3-m) long, sections.
 - 2. Dimensions:
 - a. Fabricate to the profile shown in the Construction Drawings.
 - 3. Fabricate from the following material:
 - a. Galvanized: 22 gauge; 0.0309 (0.784 mm) thick
 - 4. Joint Style:
 - a. Butt, with 1/2" gap between sections.
- C. Counter flashing:
 - 1. Fabricate in minimum 96-inch (2400-mm) long, but not exceeding 10-foot (3-m) long, sections.
 - 2. Fabricate to profile shown in the Construction Drawings
 - a. Ensure counter flashing extends 4" minimum down over flashings/components below.
 - b. Overbend to ensure flashings sits tightly against flashings below.
 - 3. Fabricate from the following material:
 - a. Prefinished Galvanized: 24 gauge; 0.0239 inch (0.607 mm) thick
 - 4. Joint Style:
 - a. Lapped joints:
 - 1) Lap sheet metal sections 2-inches, minimum.
 - 2) At lap, notch the bottom hem of one section 2-inches to accommodate the adjacent section.
 - 3) Apply a continuous bead of sealant between lapped sections.
 - 4) Hook the overlying sheet metal flashing onto the adjacent sheet metal flashing section; creating a 2-inch minimum lap.
- D. Skirt/Slip Flashing:
 - 1. Fabricate in minimum 96-inch (2400-mm) long, but not exceeding 10-foot (3-m) long, sections.
 - 2. Dimensions:
 - a. Fabricate to the profile shown in the Construction Drawings.
 - 3. Fabricate from the following material:
 - a. Prefinished Galvanized: 24 gauge; 0.0239 inch (0.607 mm) thick

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4. Joint Style:

- a. Lapped joints:
 - 1) Lap sheet metal sections 2-inches, minimum.
 - 2) At lap, notch the bottom hem of one section 2-inches to accommodate the adjacent section.
 - 3) Apply a continuous bead of sealant between lapped sections.
 - 4) Hook the overlying sheet metal flashing onto the adjacent sheet metal flashing section; creating a 2-inch minimum lap.

E. Shop-Fabricated Gutters:

- 1. Fabricate in minimum 96-inch (2400-mm) long, but not exceeding 10-foot (3-m) long, sections.
- 2. Fabricate to dimensions shown on the Construction Drawings.
- 3. Fabricate from the following material:
 - a. Prefinished Galvanized: 24 gauge; 0.0239 inch (0.607 mm) thick
- 4. Accessories:
 - a. Fabricate gutter straps 1-1/2 inches wide from 16 gauge galvanized steel.
 - b. Shop-fabricate sections with corners, end closures or expansion joint closures using the applicable solid joint procedure described below.
 - c. Fabricate downspout outlets to extend 3-inches below gutter.
- 5. Joint Style:
 - a. Solid joints (prefinished galvanized and aluminum sheet metal):
 - 1) Lap sheet metal sections 2-inches, minimum.
 - 2) Install butyl tape caulk between sections.
 - 3) Fasten with pop-rivets on 2-inch maximum centers.

F. Downspouts:

- 1. Fabricate from the following material:
 - a. Prefinished Galvanized: 24 gauge; 0.0239 inch (0.607 mm) thick
- 2. Fabricate or roll-form:
 - a. Dimension: match existing.
 - b. Style:
 - 1) Rectangular
- 3. Fabricate solid elbow units to extend 6-inches minimum, in each direction, measured from the center of the joint.
- 4. Joint style:
 - a. Solid joints (prefinished galvanized and aluminum sheet metal):
 - 1) Lap sheet metal sections 2-inches, minimum.
 - 2) Install butyl tape caulk between sections.
 - 3) Fasten with pop-rivets on 2-inch maximum centers.

G. Fascia Cladding:

- 1. Fabricate in minimum 96-inch (2400-mm) long, but not exceeding 10-foot (3-m) long, sections.
- 2. Dimensions
 - a. Fabricate to the profile shown in the Construction Drawings.
 - b. When fascia cladding extends down over exterior finish/siding, provide hemmed leg which extends down as far as existing fascia.
- 3. Fabricate from the following material:
 - a. Prefinished Galvanized: 24 gauge; 0.0239 inch (0.607 mm) thick
- 4. Joint Style:
 - a. Lap sheet metal sections 2-inches, minimum.
 - b. At lap, notch the bottom hem of one section 2-inches back from the end, to accommodate the adjacent section.
 - c. Apply a continuous bead of sealant between lapped sections.
 - d. Hook the overlying sheet metal flashing onto the adjacent sheet metal flashing section; creating a 2-inch minimum lap.

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- H. Overflow Scuppers:
 - 1. Fabricate in two sections - one solid unit on the interior (flange and tube) and one solid unit on the exterior (outside trim), to be joined at the exterior edge of the wall opening.
 - 2. Fabricate from the following material:
 - a. Flange and tube (sleeve):
 - 1) Prefinished Galvanized: 24 gauge; 0.0239 inch (0.607 mm) thick
 - b. Outside Trim:
 - 1) Prefinished Galvanized: 24 gauge; 0.0239 inch (0.607 mm) thick
 - 3. Fabricate flange and tube (sleeve) to:
 - a. Extend a minimum of 4-inches onto the interior wall surface on all sides of the scupper opening.
 - b. Extend 4-inches minimum onto the roof surface out from the base of the wall or cant strip.
 - c. Extend a minimum of 1-inch through the scupper opening beyond the exterior face of the wall on the top and sides.
 - 4. Fabricate the exterior scupper unit (trim) to:
 - a. Extend a minimum of 2-inches onto the exterior wall surface on all 4 sides of the scupper opening.
- I. Penetrations Flanges:
 - 1. Fabricate from the following material:
 - a. G-90 Galvanized: 24 gauge; 0.0249 (0.632 mm) thick
 - 2. Fabricate flange a minimum of 8-inches high.
 - 3. Fabricate flange with a minimum 4-inches wide base flange onto roof surface, with no open joints.
 - 4. At installation, join the flange sections using rivets and solder, with no open joints.
- J. Umbrellas/Storm Collar:
 - 1. Fabricate from the following material:
 - a. Prefinished Galvanized: 24 gauge; 0.0239 inch (0.607 mm) thick
 - 2. Fabricate as a single unit with caulking cup at top:
 - 3. Fabricate to width and height necessary to overlap top of sheet metal flange below a minimum of 3-inches.
- K. Penetration Pocket:
 - 1. Fabricate from the following material:
 - a. G-90 Galvanized: 24 gauge; 0.0249 (0.632 mm) thick
 - 2. Fabricate vertical flanges a minimum of 4-inches high/deep.
 - 3. Fabricate with a minimum 4-inches wide base flange onto roof surface.
 - 4. Fabricate to ensure a minimum clearance of 2-inches between pan and roof penetration(s) on all sides.
 - 5. At installation, join all seams with rivets and solder to create watertight unit with no open joints.
- L. Apron Flashing (steep slope drip edge at eave):
 - 1. Fabricate in minimum 96-inch (2400-mm) long, but not exceeding 10-foot (3-m) long, sections.
 - 2. Dimensions:
 - a. Fabricate with 4-inch minimum nailing flange onto roof surface
 - b. Bottom leg shall be hemmed and extend 1.5-inches minimum down over top edge of fascia, gutter, or exterior wall finish.
 - 3. Fabricate roof edge flashings from the following material:
 - a. Prefinished Galvanized: 24 gauge; 0.0239 inch (0.607 mm) thick

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4. Joint Style:

a. Lap 2-inches.

- 1) At lap, notch the bottom hem of one section 2-inches back from the end, to accommodate the adjacent section.
- 2) Apply a continuous bead of sealant between lapped sections.
- 3) Hook the overlying sheet metal flashing onto the adjacent sheet metal flashing section; creating a 2-inch minimum lap.
- 4) Lap shall be oriented in the same direction of water run-off.

2.07 FINISHES

- A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
- B. Protect mechanical and painted finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- C. Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Noticeable variations in the same piece are not acceptable. Variations in appearance of other components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

PART 3 – EXECUTION

3.01 EXAMINATION

- A. Examine substrates, areas, and conditions, with installer present, to verify actual locations, dimensions and other conditions affecting performance of work:
 1. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and securely anchored.
 2. Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 INSTALLATION, GENERAL

- A. General: Anchor sheet metal flashing and trim and other components of the Work securely in place, with provisions for thermal and structural movement. Use fasteners, solder, welding rods, protective coatings, separators, sealants, and other miscellaneous items as required to complete sheet metal flashing and trim system:
 1. Torch cutting of sheet metal flashing and trim is not permitted.
- B. Install exposed sheet metal flashing and trim without excessive oil canning, buckling, and tool marks.
- C. Install sheet metal flashing and trim true to line and levels indicated. Provide uniform, neat seams with minimum exposure of solder, welds, and elastomeric sealant.
- D. Install sheet metal flashing and trim to fit substrates and to result in watertight performance. Verify shapes and dimensions of surfaces to be covered before fabricating sheet metal.
- E. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim. Space movement joints at a maximum of 10 feet (3 m) with no joints allowed within 24 inches (600 mm) of corner or intersection. Where lapped or bayonet-type expansion provisions cannot be used or would not be sufficiently watertight, form expansion joints of intermeshing hooked flanges, not less than 1 inch (25 mm) deep, filled with elastomeric sealant concealed within joints.

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- F. Seal joints with elastomeric sealant as required for watertight construction.
 - 1. Where sealant-filled joints are used, embed hooked flanges of joint members not less than 1 inch (25 mm) into sealant. Form joints to completely conceal sealant. When ambient temperature at time of installation is moderate, between 40 and 70 deg F (4 and 21 deg C), set joint members for 50 percent movement either way. Adjust setting proportionately for installation at higher ambient temperatures. Do not install sealant-type joints at temperatures below 40 deg F (4 deg C).
- G. Soldered Joints: Clean surfaces to be soldered, removing oils and foreign matter. Pretin edges of sheets to be soldered to a width of 1-1/2-inches (38 mm) except where pretinned surface would show in finished Work.
 - 1. Do not solder prepainted, metallic-coated steel and aluminum sheet.
 - 2. Stainless-Steel Soldering: Pretin edges of uncoated sheets to be soldered using solder recommended for stainless steel and phosphoric acid flux. Promptly wash off acid flux residue from metal after soldering.
 - 3. Do not use open-flame torches for soldering. Heat surfaces to receive solder and flow solder into joints. Fill joints completely. Completely remove flux and spatter from exposed surfaces.
- H. Aluminum Flashing: Rivet or weld joints in uncoated aluminum where necessary for strength.

3.03 FABRICATED ROOF FLASHING INSTALLATION

- A. General: Install sheet metal roof flashing and trim to comply with performance requirements, sheet metal manufacturer's written installation instructions, and SMACNA's "Architectural Sheet Metal Manual." Provide concealed fasteners where possible, set units true to line, and level as indicated. Install work with laps, joints, and seams that will be permanently watertight.
- B. Copings:
 - 1. Interlock exterior bottom edge of coping with continuous cleats. Ensure bottom hem is fully crimped onto bottom edge of cleat.
 - 2. Anchor interior leg of coping at 20-inch centers with color-matched gasketed screws.
- C. Cleats:
 - 1. Install sections in straight lines and fasten to substrate:
 - a. When cleat is fabricated with one nailing flange, fasten with two (2) rows 6-inches on center, staggered, with roofing nails.
 - b. Where cleat has both a vertical and horizontal flange, fasten both flanges at 6-inches on center with roofing nails.
- D. Counter Flashing: Coordinate installation of counter flashing with installation of flashing below.
 - 1. Surface-Mounted:
 - a. Fasten to wall at 20-inches on center with color-matched gasketed screws.
 - b. Waterproof with toolled sealant along caulking cup.
 - 2. Reglet-Mounted
 - a. Insert counter flashing in reglet joint.
 - b. Secure in a waterproof manner by means lead anchors at 20-inches on center and sealant.
 - 3. Receiver-Mounted:
 - a. Insert counter flashing in receivers.
 - b. Secure in a waterproof manner by means of snap-in installation and sheet metal screws at 12 inches on center.
- E. Skirt/Slip Flashing:
 - 1. Coordinate with installation of flashing below.
 - 2. Secure in a waterproof manner with color-matched gasketed screws placed a minimum of 20 inches on center; minimum two (2) per piece.

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- F. Shop fabricated gutters
 - 1. At installation, join main sections using the applicable solid joint procedure described above. In addition,:
 - a. Hang gutter segments with a positive slope-to-drain between the gutter end and the downspout outlet(s).
 - b. Install gutter straps at 24-inches on center.
 - c. Predrill and rivet to outer flange with $\frac{1}{4}$ -inch stainless steel rivets.
 - d. Fasten to nailing through back leg of gutter with hex head stainless steel weathertite, washered, EPDM gasketed wood screws.
 - e. Where required, cut openings and join downspout outlets to bottom of gutter using the applicable solid joint procedure described above.
- G. Downspouts
 - 1. At installation, join sections using the lapped joint procedure described above.
 - 2. Secure downspouts to wall at 10'-0" on center maximum with straps per approved shop drawings or submittals.
 - 3. Install corners and lengths as needed to ensure downspouts follows the profile of the exterior of the building and/or matches existing downspouts location/direction.
- H. Fascia Cladding
 - 1. Coordinate installation with installation of other roofing materials.
 - 2. Fasten top edge at 24-inches on center with roofing nails.
- I. Scupper
 - 1. Install interior scupper unit (flange and tube) over roof membrane and flashings.
 - 2. Fasten interior flanges to the substrate with appropriate fasteners.
 - 3. Strip-in interior flanges per the requirements of the appropriate roof membrane section.
 - 4. On exterior,
 - 1) Crimp and rivet exterior trim pieces onto the protruding edges of interior scupper unit.
 - 2) Fasten and seal trim pieces to the exterior wall.
- J. Penetration Flanges
 - 1. Where applicable, set flange on roof membrane in a bed of asphalt roof cement.
 - 2. Fasten to substrate through the membrane.
 - 3. Strip-in flanges per the requirements of the appropriate roof membrane section.
- K. Umbrella/Storm Collars
 - 1. Provide clamping area at the top of the umbrella for securement with a hose clamp.
 - 2. Seal to pipe penetration with tool sealant.
- L. Penetration Pocket
 - 1. Where applicable, set flange of pitch pan on roof membrane in a bed of asphalt roof cement.
 - 2. Fasten to substrate through the membrane.
 - 3. Strip-in flanges per the requirements of the appropriate roof membrane section.
- M. Termination bar:
 - 1. Mechanically fasten 12-inches on center maximum.
 - 2. Leave 1/8-inch space between termination bar sections.
- N. Apron Flashing (steep slope drip edge at eave)
 - 1. Coordinate installation with installation of other roofing materials.
 - 2. Install over underlayment and push tight to fascia/gutter.
 - 3. Fasten to roof deck with roofing nails: two (2) rows 6-inches on center staggered.
 - 4. Install additional 12-inch strip of leak barrier over nailing flange, as shown in the Construction Drawings, prior to installing underlayment and shingles.

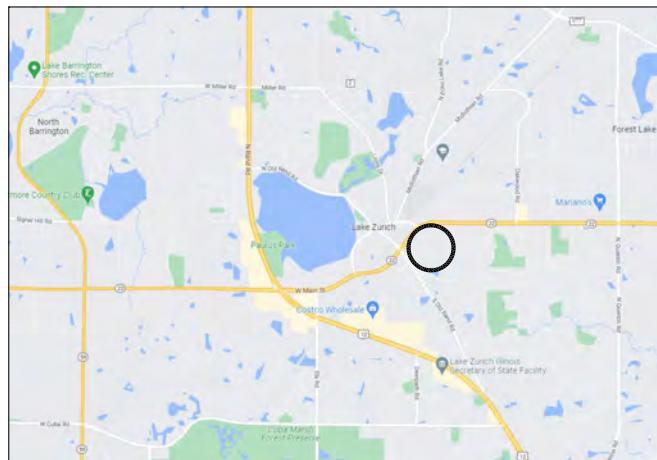
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- O. Soil Stack Flashing:
 - 1. Coordinate installation of soil stack flashing with installation of roofing and other items penetrating roof.
 - 2. Set in plastic roof cement.
 - 3. Turn lead flashing down inside vent piping 2-inches minimum, being careful not to block vent piping with flashing.

3.04 CLEANING AND PROTECTION

- A. Clean exposed metal surfaces of substances that interfere with uniform oxidation and weathering.
- B. Clean and neutralize flux materials. Clean off excess solder and sealants.
- C. Remove temporary protective coverings and strippable films as sheet metal flashing and trim are installed. On completion of installation, clean finished surfaces, including removing unused fasteners, metal filings, pop rivet stems, and pieces of flashing. Maintain in a clean condition during construction.
- D. Replace sheet metal flashing and trim that have been damaged or that have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.
- E. Repair of deficiencies:
 - 1. Installation or details noted as deficient during Final Review must be repaired and corrected by Contractor, and made ready for review, within five (5) working days.

END OF SECTION

PROJECT:

LAKE ZURICH POLICE DEPARTMENT - ROOF
REPLACEMENT
200 MOHAWK TRAIL
LAKE ZURICH, IL 60047

OWNER:

VILLAGE OF LAKE ZURICH
505 TELSER ROAD
LAKE ZURICH, IL 60047

CONSULTANT:

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

IRS JOB #:

17952



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200 MOHAWK TRAIL, LAKE ZURICH, IL



INDUSTRIAL ROOFING SERVICES, INC.
13000 WEST SILVER SPRING DRIVE - BUTLER, WI 53007
PHONE (262) 432-0500 / FAX (262) 432-0500

COMBATIVE COATING
WARRANTY THE ACCURACY
CONDITIONS SHOWN ON
THE DRAWINGS ARE
SHALL NOT BE
DEEMED AS AN
EXHIBIT AND ARE
RELATED TO THIS BUILDING

PROJECT NAME:

VILLAGE OF LAKE ZURICH
LAKE ZURICH POLICE DEPARTMENT
200 MOHAWK TRAIL, LAKE ZURICH, IL

DRAWN BY:

SPR

DATE:

10/18/2022

IRS SPEC NO.:

17952

NOTES:

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

TITLE:

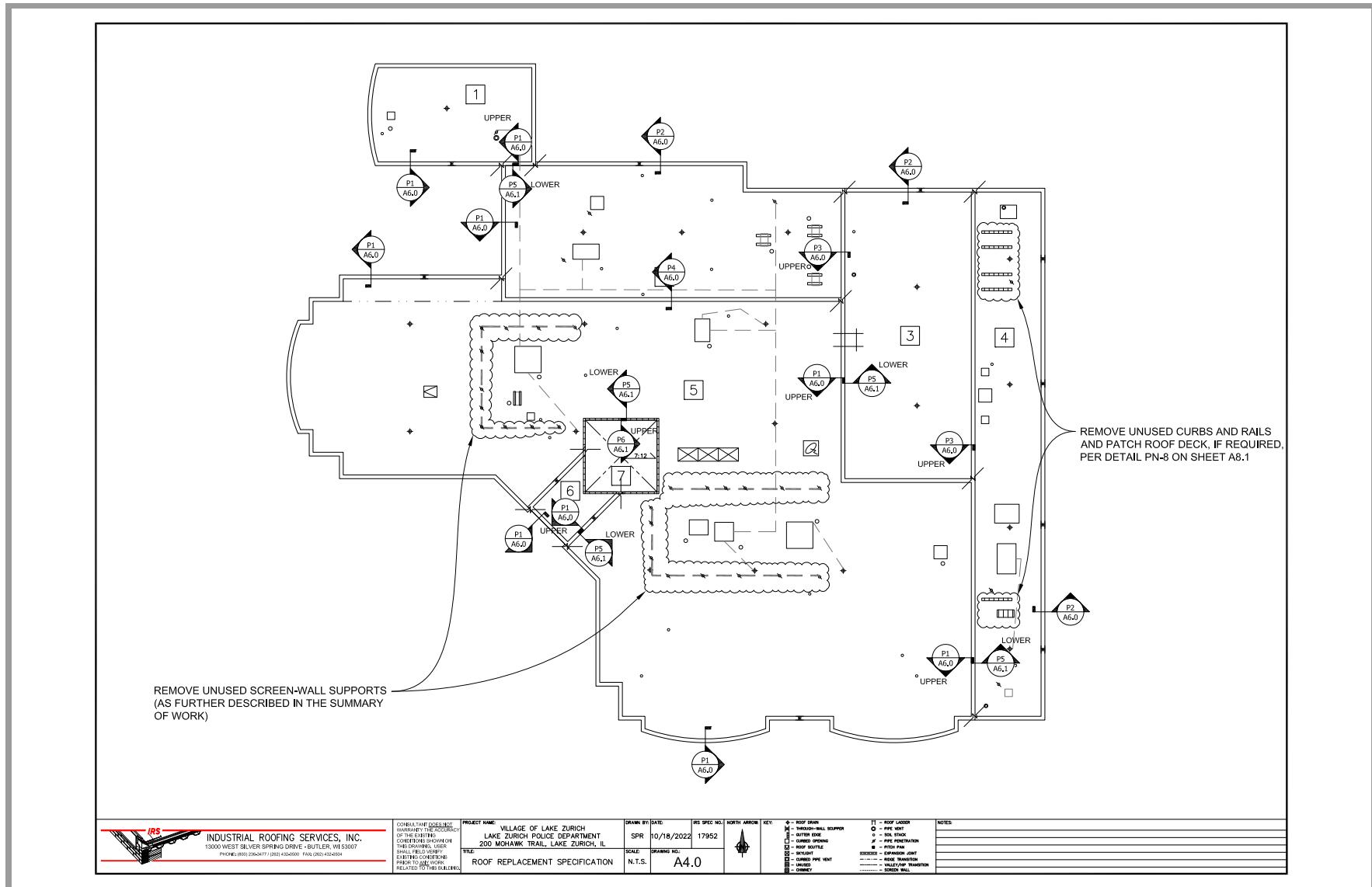
COVER SHEET

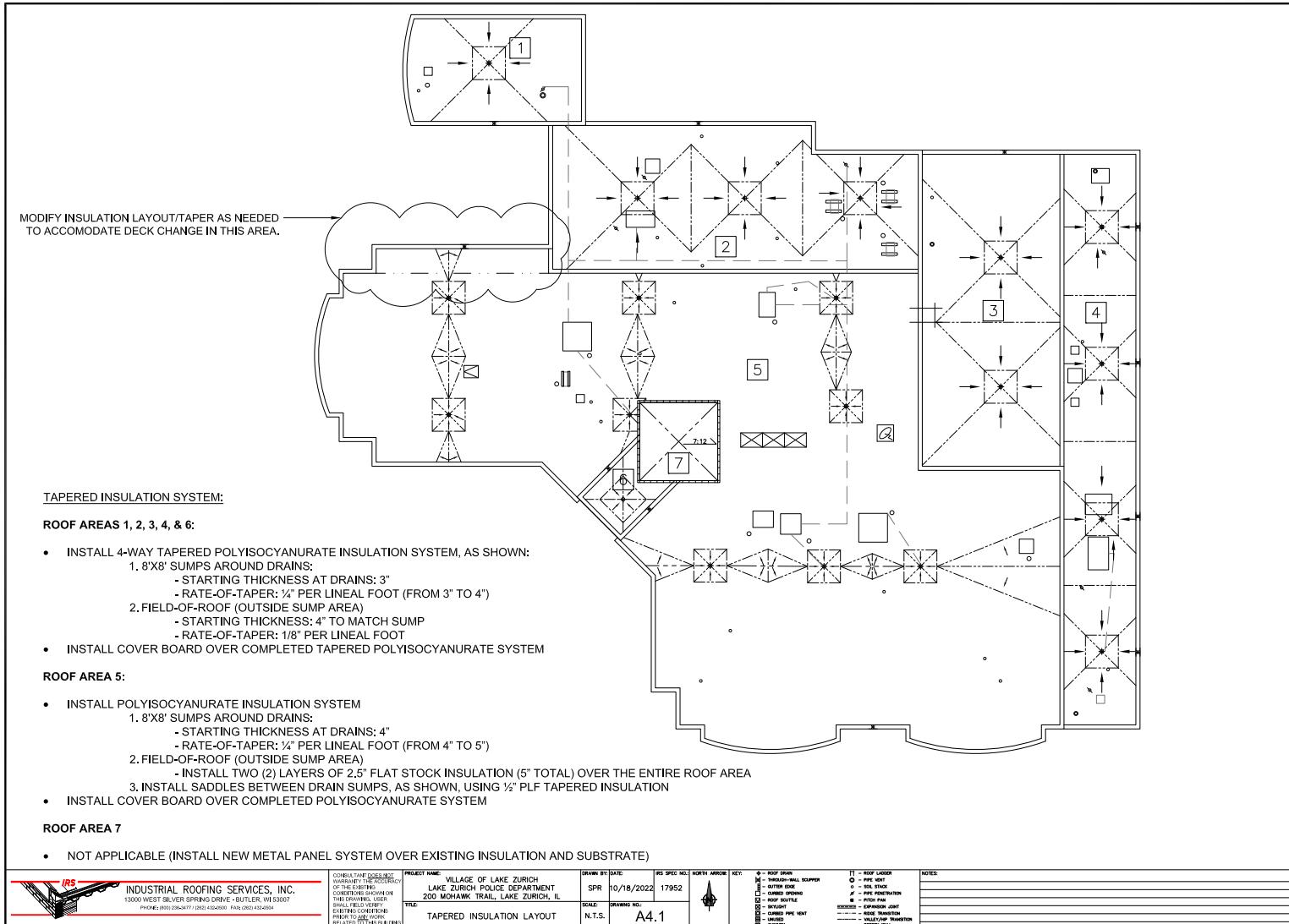
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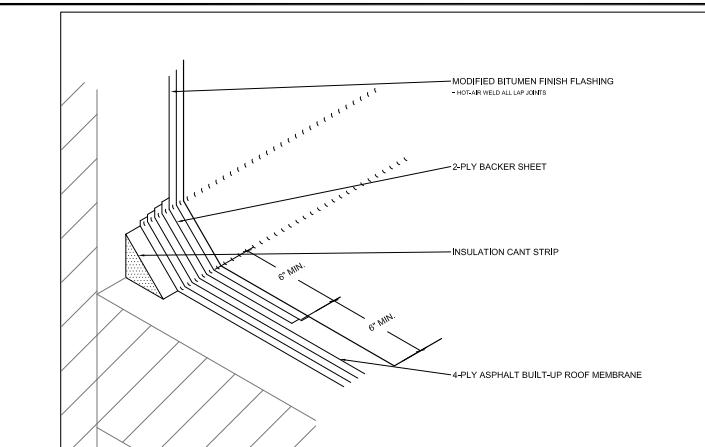
N.T.S.

DRAWING NO.:

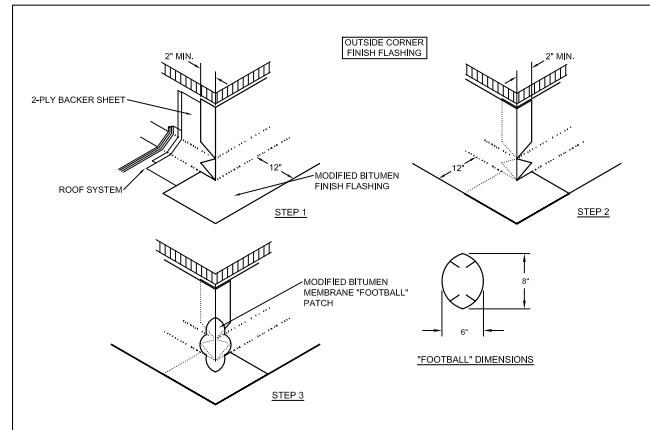
A0



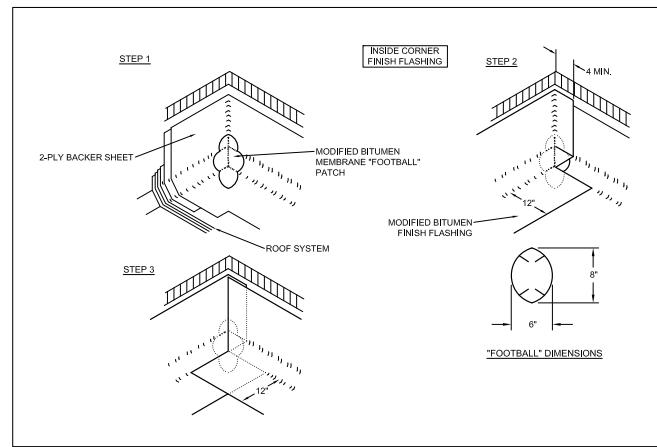




M-1: BASE TIE-IN
NOT TO SCALE



M-2: OUTSIDE CORNER
NOT TO SCALE

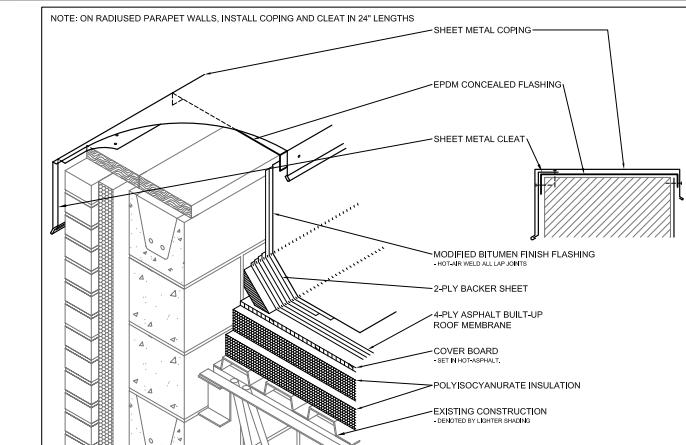


M-3: INSIDE CORNER
NOT TO SCALE



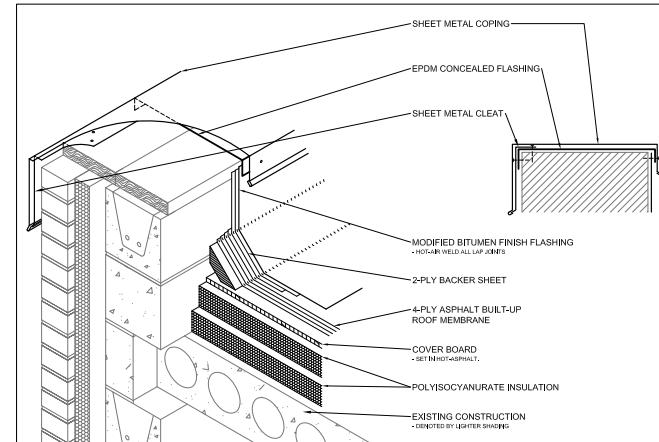
COMPLIANT COATING
WARRANTY FOR ACCURACY
CONDITIONS SHOWN ON
THIS DRAWING ARE
SHALL FIELD VERIFIED
BY THE OWNER
AND WORKING
RELATED TO THIS BUILDING

| PROJECT NAME: | VILLAGE OF LAKE ZURICH LAKE ZURICH POLICE DEPARTMENT 200 MOHAWK TRAIL, LAKE ZURICH, IL | DRAWN BY: | SPR | RS SPEC. NO.: | NOTES: |
|---------------|--|--------------|------------|---------------|--------|
| TITLE: | MEMBRANE DETAILS | DATE: | 10/18/2022 | 17952 | |
| SCALE: | N.T.S. | DRAWING NO.: | A5.0 | | |



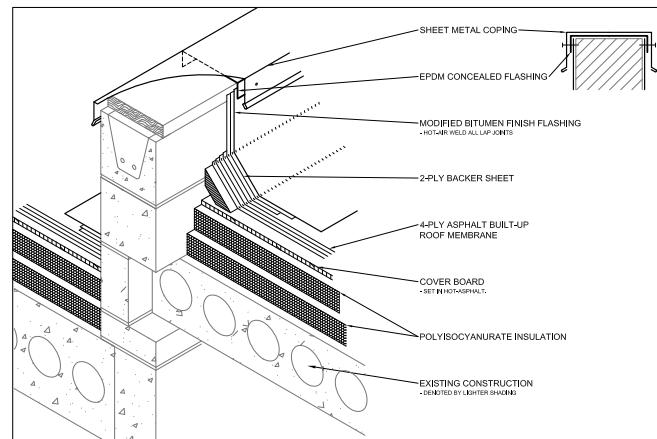
P-1: COPING WITH OUTSIDE CLEAT @ PARAPET WALL

NOT TO SCALE



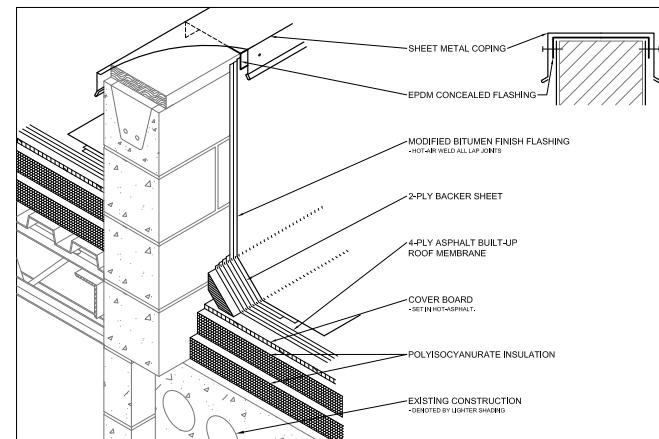
P-2: COPING WITH OUTSIDE CLEAT @ PARAPET WALL - ROOF AREA 4

NOT TO SCALE



P-3: COPING @ AREA DIVIDER

NOT TO SCALE



P-4: COPING @ AREA DIVIDER

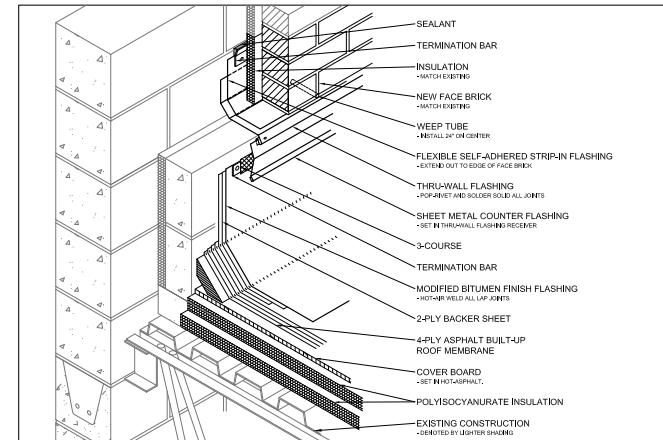
NOT TO SCALE



INDUSTRIAL ROOFING SERVICES, INC.
13000 WEST SILVER SPRING DRIVE - BUTLER, WI 53007
PHONE (262) 254-9777 (800) 354-6601 FAX (262) 454-6864

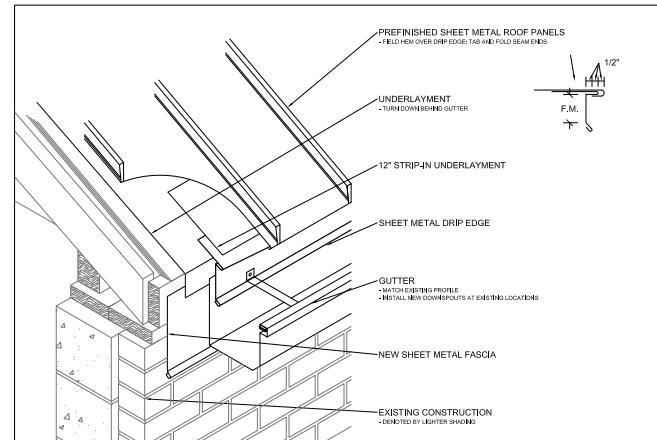
COMPLIANT COATING
WARRANTY: THE ACCURACY
OF THE COATING SYSTEM
CONDITIONS SHOWN ON
THE DRAWINGS ARE
NOT TO BE CONSTRUED
AS THE ONLY CONDITIONS
TO WHICH THE COATING
SHALL BE APPLIED.
EXCLUSIONS: THE COATING
SHALL NOT BE APPLIED
TO ANY CONSTRUCTION
RELATED TO THIS BUILDING.

PROJECT NAME: VILLAGE OF LAKE ZURICH
LAKE ZURICH POLICE DEPARTMENT
200 MOHAWK TRAIL, LAKE ZURICH, IL
DRAWN BY: SPR DATE: 10/18/2022 IBS SPEC. NO.: 17952
TITLE: PERIMETER DETAILS SCALE: N.T.S. DRAWING NO.: A6.0



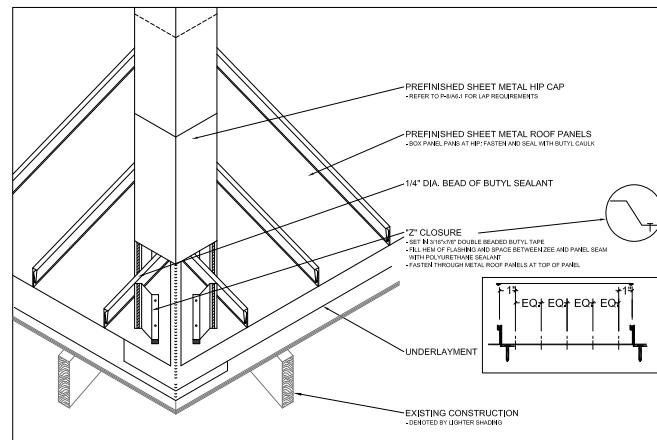
P-5: THROUGH-WALL FLASHING AND COUNTER FLASHING

NOT TO SCALE



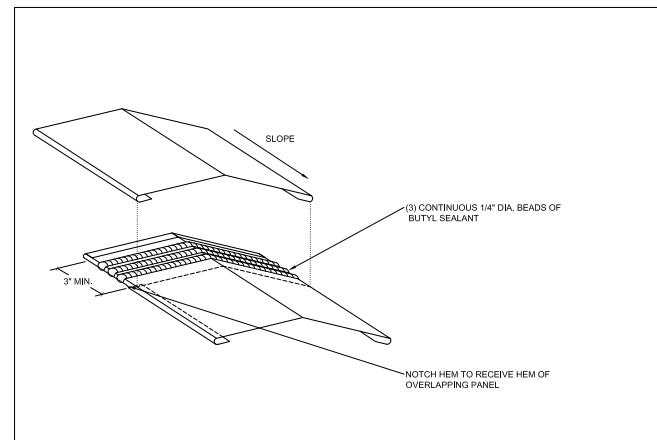
P-6: EAVE WITH GUTTER

NOT TO SCALE



P-7: HIP

NOT TO SCALE



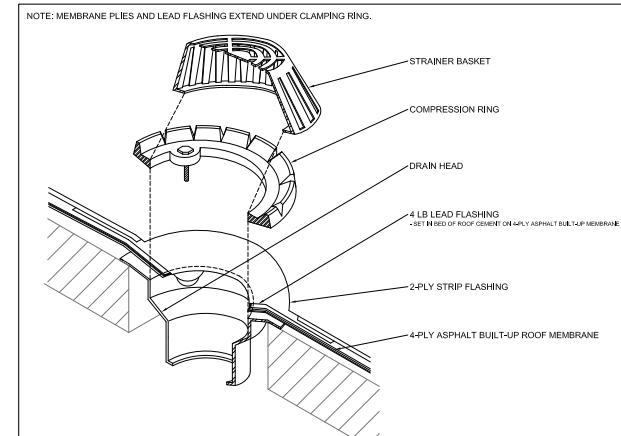
P-8: CAP LAPING

NOT TO SCALE



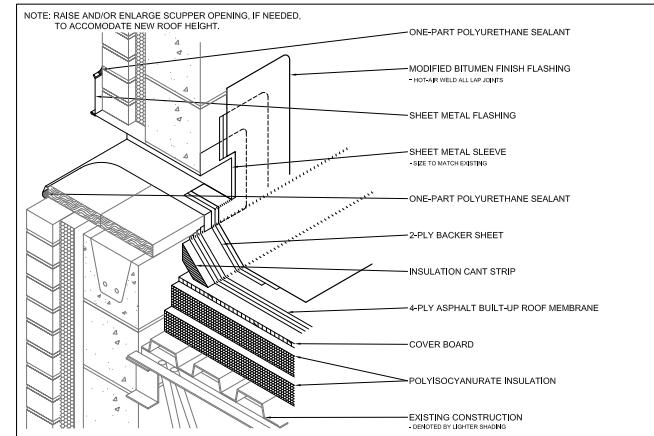
COMBUSTION CONTROL
WARRANTY THE ACCURACY
CONDITIONS SHOWN ON
THE DRAWINGS ARE
SHALL FIELD VERIFY
EXISTS NO WORKING
RELATED TO THIS BUILDING

PROJECT NAME: VILLAGE OF LAKE ZURICH
LAKE ZURICH POLICE DEPARTMENT
200 MOHAWK TRAIL, LAKE ZURICH, IL
DRAWN BY: SPR DATE: 10/18/2022 DRAWING NO: 17952
TITLE: PERIMETER DETAILS SCALE: N.T.S. DRAWING NO: A6.1



D-1: ROOF DRAIN

NOT TO SCALE



D-2: OVERFLOW SCUPPER

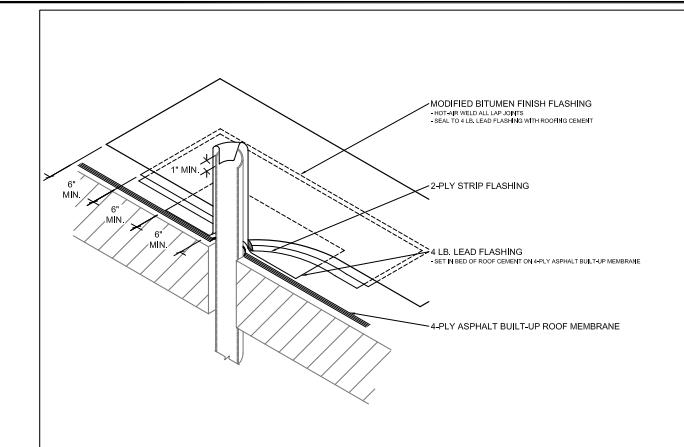
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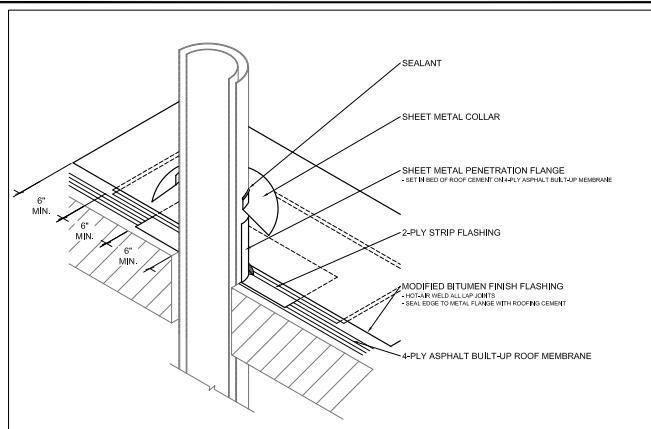
INDUSTRIAL ROOFING SERVICES, INC.
13000 WEST SILVER SPRING DRIVE - BUTLER, WI 53007
PHONE: 262/254-0777 / FAX: 262/254-6584

COMPLAINTS GOING
WARRANTY OR ACCURACY
CONDITIONS SHOWN ON
THE DRAWINGS ARE
SHALL FIELD VERIFY
EXTERIOR AND WORKING
RELATED TO THIS BUILDING

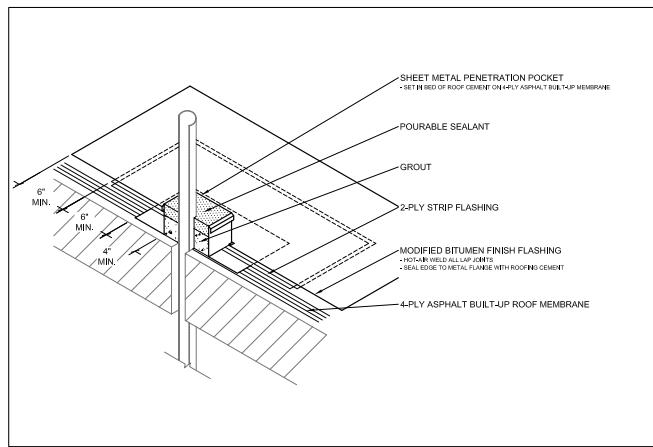
| PROJECT NAME | DRAWN BY | RS SPEC. NO. | NOTES |
|--|----------|------------------|-------|
| VILLAGE OF LAKE ZURICH LAKE ZURICH POLICE DEPARTMENT 200 MOHAWK TRAIL, LAKE ZURICH, IL | SPR | 10/18/2022 17952 | |
| DRainage DETAILS | SCALE | DRAWING NO. | |
| | N.T.S. | A7.0 | |



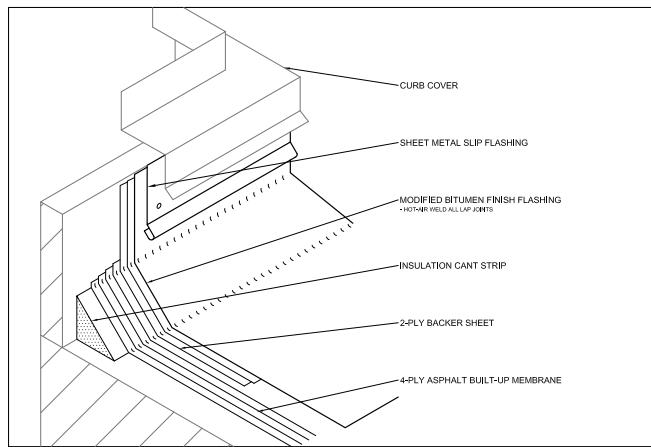
PN-1: SOIL STACK
NOT TO SCALE



PN-2: HOT STACK
NOT TO SCALE



PN-3: PENETRATION POCKET
NOT TO SCALE



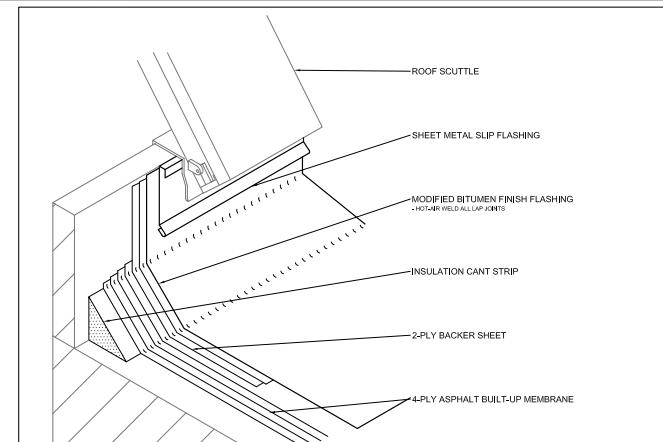
PN-4: CURB OR RAIL WITH SLIP FLASHING
NOT TO SCALE



INDUSTRIAL ROOFING SERVICES, INC.
13000 WEST SILVER SPRING DRIVE - BUTLER, WI 53007
PHONE: (262) 254-0777 / (800) 354-6500 / FAX: (262) 452-6500

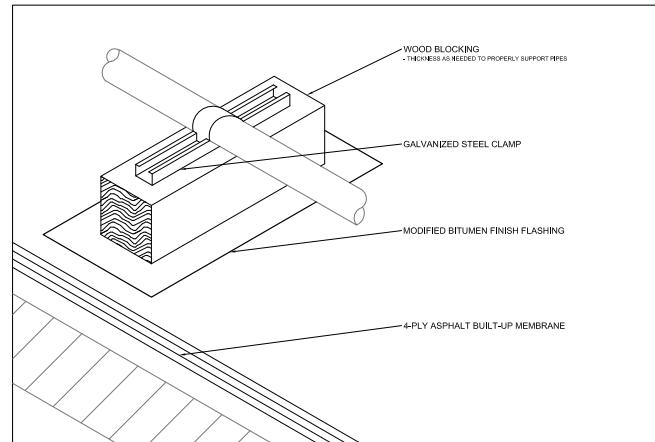
COMPLIANT COATING
WARRANTY TO ACCURACY
CONDITIONS SHOWN ON
THE COATING CONTRACT
SHALL NOT EXCUSE
EXCLUDING WORKING
RELATED TO THIS BUILDING

PROJECT NAME: VILLAGE OF LAKE ZURICH
LAKE ZURICH POLICE DEPARTMENT
200 MOHAWK TRAIL, LAKE ZURICH, IL
DRAWN BY: SPR DATE: 10/18/2022 DRAWING NO.: 17952
TITLE: PENETRATION DETAILS SCALE: N.T.S. DRAWING NO.: A8.0



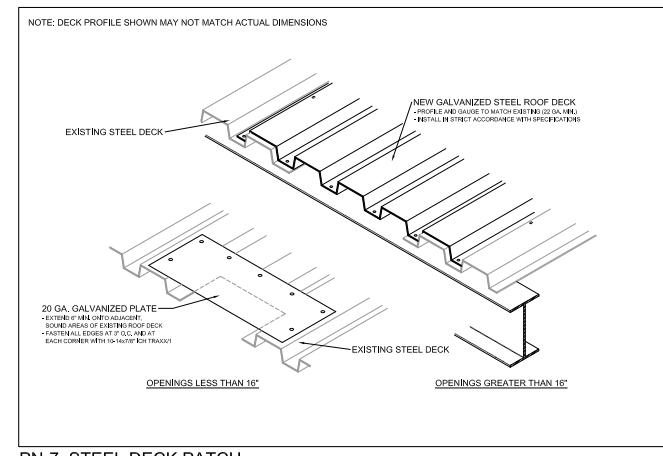
PN-5: ROOF HATCH

NOT TO SCALE



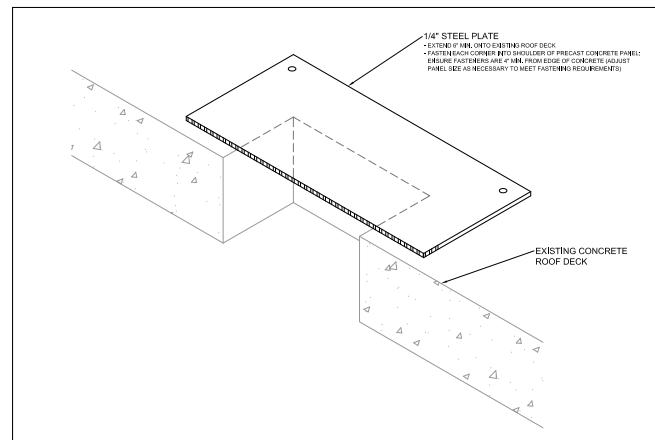
PN-6: PIPE SUPPORTS

NOT TO SCALE



PN-7: STEEL DECK PATCH

NOT TO SCALE



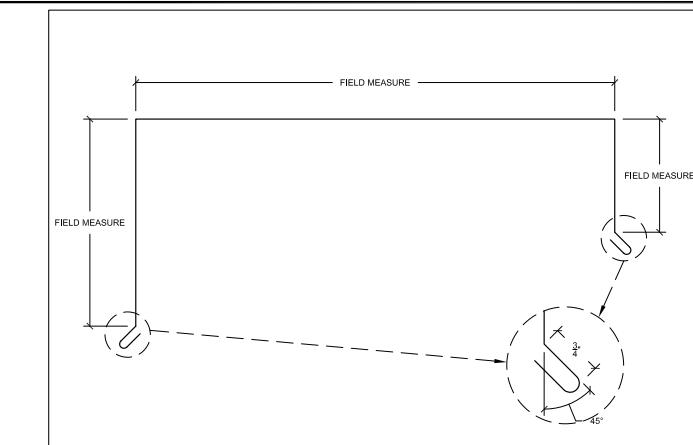
PN-8: CONCRETE DECK PATCH

NOT TO SCALE

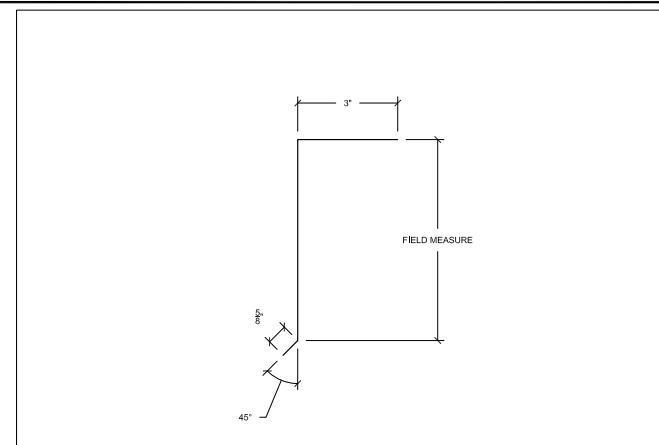


CONSULTANT COORDINATOR
WARRANTY AND ACCURACY
CONDITIONS SHOWN ON THIS
DRAWING ARE FOR INFORMATION
ONLY. THEY DO NOT CONSTITUTE
A CONTRACT. THE CONTRACT
SHOULD BE BASED ON THE
SPECIFICATIONS AND
DRAWINGS FOR THE
PROJECT.

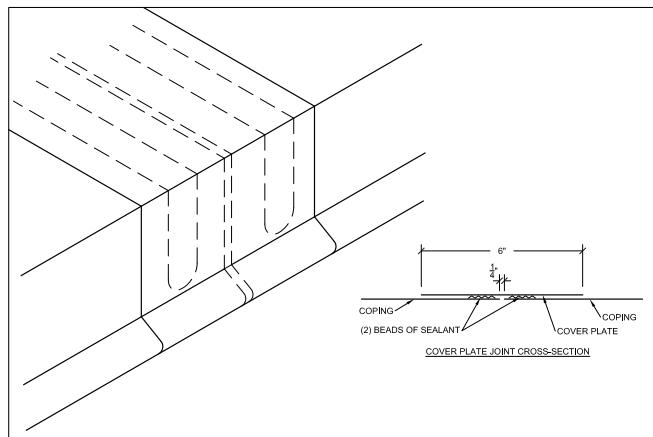
| PROJECT NAME: | VILLAGE OF LAKE ZURICH LAKE ZURICH POLICE DEPARTMENT 200 MOHAWK TRAIL, LAKE ZURICH, IL | DRAWN BY: | SPR | RS SPEC. NO.: | NOTES: |
|---------------|--|-----------|--------|---------------|--------|
| TYPE: | Penetration Details | SCALE: | N.T.S. | DRAWING NO.: | A8.1 |



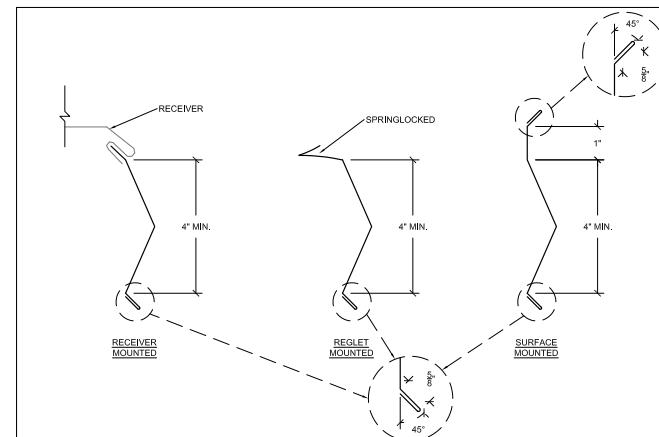
SM-1: COPING PROFILE
NOT TO SCALE



SM-2: OUTSIDE COPING CLEAT PROFILE
NOT TO SCALE



SM-3: COVER PLATE COPING JOINT
NOT TO SCALE



SM-4: BENT COUNTER FLASHING PROFILE
NOT TO SCALE



COMPLIANT COELING
WARRANTY THE ACCURACY
CONDITIONS SHOWN ON
THIS DRAWING ARE
NOT FIELD VERIFIED
EXCEPT AS WORKING
RELATED TO THIS BUILDING

PROJECT NAME:

VILLAGE OF LAKE ZURICH
LAKE ZURICH POLICE DEPARTMENT
200 MOHAWK TRAIL, LAKE ZURICH, IL

DRAWN BY:

SPR

DATE:

10/18/2022

IS SPEC. NO.:

17952

TITLE:

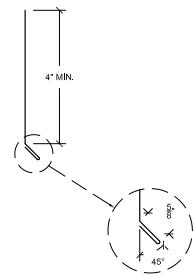
SHEET METAL DETAILS

SCALE:

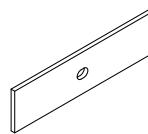
N.T.S.

DRAWING NO.:

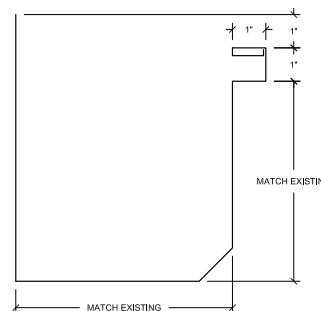
A9.0



SM-5: SLIP FLASHING PROFILE
NOT TO SCALE



SM-6: TERMINATION BAR (3-COURSE)
NOT TO SCALE



SM-7: SHOP FABRICATED GUTTER PROFILE
NOT TO SCALE



INDUSTRIAL ROOFING SERVICES, INC.
13000 WEST SILVER SPRING DRIVE - BUTLER, WI 53007
PHONE: (262) 254-0777 (800) 454-6600 FAX: (262) 454-6604

COMBUSTION COOLING
WARRANTY AND ACCURACY
CONDITIONS SHOWN ON
THIS DRAWING ARE FOR
SMALL FIELD VERIFICATION
ONLY AND ARE NOT
RELATED TO THIS BUILDING

PROJECT NAME: VILLAGE OF LAKE ZURICH
LAKE ZURICH POLICE DEPARTMENT
200 MOHAWK TRAIL, LAKE ZURICH, IL
DRAWN BY: SPR DATE: 10/18/2022 DRAWING NO.: 17952
TITLE: SHEET METAL DETAILS SCALE: N.T.S. DRAWING NO.: A9.1
NOTES:



At the Heart of Community

Agenda Item: 8D

PUBLIC WORKS DEPARTMENT

505 Telser Road
Lake Zurich, Illinois 60047

(847) 540-1696
Fax (847) 726-2182
LakeZurich.org

MEMORANDUM

Date: February 7, 2023
To: Ray Keller, Village Manager
From: Steven J. Paulus, Assistant Director of Public Works
Copy: Michael J. Brown, Director of Public Works
Subject: **Buffalo Creek Park Roof Replacement**

Issue: The FY 2023 budget includes \$230,000 for the replacement of the roof at the Buffalo Creek Park Facility.

Background: The replacement of the roofs at the Buffalo Creek Park Facilities A and B was budgeted in 2023 as a recommended improvement in the Village's Community Investment Plan. The recommended action is to include complete removal and reinstallation of roofing materials, all sheet metal flashings and gutters.

In July of 2022, the Village entered into an agreement with Industrial Roofing Specialists (IRS) to inspect and provide a design and bid plan (Phase I), for bid specifications and conduct a pre-bid meeting with potential roofing contractors (Phase II), and to oversee and conduct inspections during construction (Phase III).

Bid packets were released on December 27, 2022.

Analysis: A bid opening conducted on February 2, 2023 yielded eight (8) bids. Bid results are shown on the next page.

| Name of Bidder | Base Bid |
|--------------------------------------|--------------|
| Yad Construction LLC | \$135,728.00 |
| Master Project Inc. | \$138,200.00 |
| DCG Roofing Solutions | \$161,450.00 |
| J.L.Adler Roofing & Sheet Metal Inc. | \$171,200.00 |

| | |
|------------------------------------|--------------|
| All American Exterior Solutions | \$183,900.00 |
| L.Marshall Inc. | \$192,000.00 |
| G.E. Riddiford Company Inc. | \$197,225.00 |
| Anthony Roofing Tecta America LLC. | \$231,000.00 |

The low bid, YAD Construction was deemed not qualified to performed the required work due to the follow reasons:

- 1) Not an approved applicator of the recommended materials as specified by the three (3) manufacturers, which was a required as a condition of the bid packet.
- 2) \$10,000.00 error in the bid submittal total.
- 3) Given the errors with submittal, staff is recommending to forgo the bid submitted by YAD Construction LLC.

IRS along with Public Works staff has thoroughly reviewed all submitted bids and are recommending accepting the qualified second low bid from Master Project Inc. in the amount of \$138,200.00.

The table below reflects the total project budget:

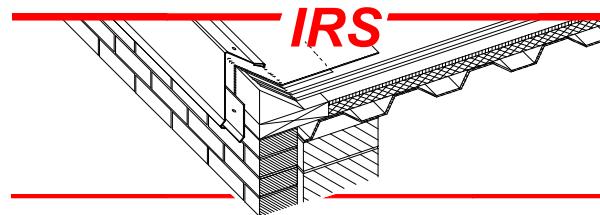
| 2022 Roofing Improvements Lake Zurich Police Station | Total |
|---|---------------------|
| Construction (Base Bid) | \$138,200.00 |
| Construction Inspection Services (IRS) | \$ 9,675.00 |
| Project Contingency | \$ 82,125.00 |
| Total Project Budget | \$230,000.00 |

Anticipated project schedule for construction is to begin May 2023, with a completion date of August 1st (weather dependent).

Recommendation: Award a contract to Master Project Inc. for replacement of the Buffalo Creek Park Facility Roofs and associated items in the amount of \$138,200.00, with the total project not to exceed the budgeted amount of \$230,000.00.

W/Attachments:

1. Bid Submittal
2. Industrial Roofing Specialists Analysis



Industrial Roofing Services, Inc.

13000 West Silver Spring Drive
 Butler, Wisconsin 53007
 Phone: (262) 432-0500
 Fax: (262) 432-0504
www.irsroof.com

February 2, 2023

Mr. Steven Paulus
 Village of Lake Zurich
 505 Telser Road
 Lake Zurich, IL 60047

SUBJECT: Buffalo Creek Park Buildings Roof Replacement
 675 Old Mill Grove Road
 Lake Zurich, IL
 IRS Job No. 18000

Dear Mr. Paulus:

Bids for the above referenced project were opened on Thursday, February 2, 2023. Eight (8) contractors submitted bids. Total Base Bids, including the Construction Allowance (\$10,000.00) and Material Price Change Allowance (\$10,000.00), ranged from \$155,728.00 to \$251,000.00.

After reviewing the bid results and vetting the low bidder, it is recommended that Ownership NOT accept the bid from the low bidder (YAD Construction), for the following reasons:

1. YAD is not listed as an approved applicator on the websites for any of the three (3) specified major manufacturers. YAD confirmed (verbally and via email) to IRS that this was an oversight and that they missed that requirement in the specifications. As such, they would not be able to provide the specified manufacturer's warranty without an approved subcontractor (they did not have a different subcontractor listed on their bid form).
2. There is a math error on YAD's bid form. Their Total Base Bid reads \$145,728.00, but it should read \$155,728.00 after adding the allowances.
3. Many of YAD's unit prices and T&M rates are significantly different than other bidders and what would typically be expected.
4. When reviewing the scope of work with YAD, they did not appear to have a good understanding of the scope of work (they suggested installing a different roof type).

Considering these items, it is believed YAD's bid does not reflect compliance with the project requirements and acceptance of their bid would not be in the Owner's best interest.

As such, it is recommended that you accept the 2nd low Total Base Bid from Master Project, Inc., in the amount of \$158,200.00. IRS confirmed Master Project's listed subcontractor is an approved applicator for Carlisle (their intended manufacturer) and, after verbal conversation, it appeared they had a good understanding of the scope of work.

If you should have any questions regarding the above, please feel free to contact me.

Sincerely yours,
 INDUSTRIAL ROOFING SERVICES, INC.

Dave Angove

Dave Angove
 Project Manager

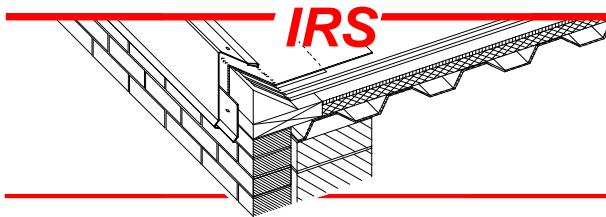
"Asset Management Consultants"

IRS

**Village of Lake Zurich
Buffalo Creek Park Buildings
Roof Replacement
IRS JOB # 18000**

| CONTRACTOR | YAD Construction, LLC | Master Project, Inc. | DCG Roofing Solutions, Inc. | J.L. Adler Roofing & Sheet Metal, Inc. | All American Exterior Solutions | L. Marshall, Inc. | G.E. Riddiford Company, Inc. | Anthony Roofing Tecta America, LLC |
|--|-----------------------|----------------------|-----------------------------|--|---------------------------------|---------------------|------------------------------|------------------------------------|
| BASE PRICES | | | | | | | | |
| BASE BID | \$135,728.00 | \$136,200.00 | \$161,450.00 | \$171,200.00 | \$183,900.00 | \$192,000.00 | \$197,225.00 | \$231,000.00 |
| CONSTRUCTION ALLOWANCE | \$10,000.00 | \$10,000.00 | \$10,000.00 | \$10,000.00 | \$10,000.00 | \$10,000.00 | \$10,000.00 | \$10,000.00 |
| MATERIAL PRICE CHANGE ALLOWANCE | \$10,000.00 | \$10,000.00 | \$10,000.00 | \$10,000.00 | \$10,000.00 | \$10,000.00 | \$10,000.00 | \$10,000.00 |
| Total Base Bid (Base Bid + Allowance) | \$155,728.00 | \$156,200.00 | \$181,450.00 | \$191,200.00 | \$203,900.00 | \$212,000.00 | \$217,225.00 | \$251,000.00 |
| UNIT PRICING | | | | | | | | |
| Replace steel roof deck (per sq. ft.) | \$30.00 | \$18.00 | \$20.00 | \$18.00 | \$20.00 | \$25.00 | \$17.00 | \$15.00 |
| Repair of steel roof deck (per sq. ft.) | \$30.00 | \$18.00 | \$12.00 | \$10.50 | \$10.00 | \$15.00 | \$6.00 | \$11.00 |
| Replace 2"x6" wood blocking (per lineal foot) | \$20.00 | \$6.00 | \$8.00 | \$8.90 | \$6.00 | \$6.50 | \$9.00 | \$7.50 |
| Replace 2"x8" wood blocking (per lineal foot) | \$22.00 | \$8.00 | \$8.50 | \$9.70 | \$8.00 | \$8.50 | \$9.00 | \$8.50 |
| Replace 2"x10" wood blocking (per lineal foot) | \$24.00 | \$10.00 | \$10.00 | \$11.50 | \$10.00 | \$12.50 | \$10.00 | \$10.50 |
| Replace cast-iron roof draining head, including all interior piping, insulation and accessories as necessary to replace the draining (per drain) | \$800.00 | \$2,600.00 | \$3,800.00 | \$104.00 | \$4,500.00 | \$3,500.00 | \$2,500.00 | \$3,000.00 |
| Time & Material | | | | | | | | |
| Time per-man-hour | \$ 90.00 | \$ 140.00 | \$ 170.00 | \$ 148.00 | \$ 150.00 | \$ 186.00 | \$ 145.00 | \$ 130.00 |
| Material cost plus % | 50% | 15% | 15% | 10% | 20% | 20% | 10% | 15% |
| SCHEDULE | | | | | | | | |
| Commence Work in Days | 60 | 14 | 30 | 60 | 90 | 210 | 30 | 14-21 |
| Completion Work in Days | 60 | 12 | 20 | 100 | 30 | 60 | 30 | 10-15 |
| Bid Bond Y/N | Y | Y | Y | Y | Y | Y | Y | Y |
| Attachments Y/N | Y | Y | Y | Y | Y | Y | Y | Y |

Bids Due: February 2, 2023 at 10 a.m.



Industrial Roofing Services, Inc.

13000 West Silver Spring Drive
Butler, Wisconsin 53007
Phone: (262) 432-0500
Fax: (262) 432-0504
www.irsroof.com

SPECIFICATIONS

for

**ROOF REPLACEMENT PROJECT
BUFFALO CREEK PARK BUILDINGS**

IRS JOB# 18000

Located at

675 OLD MILL GROVE ROAD
LAKE ZURICH, IL

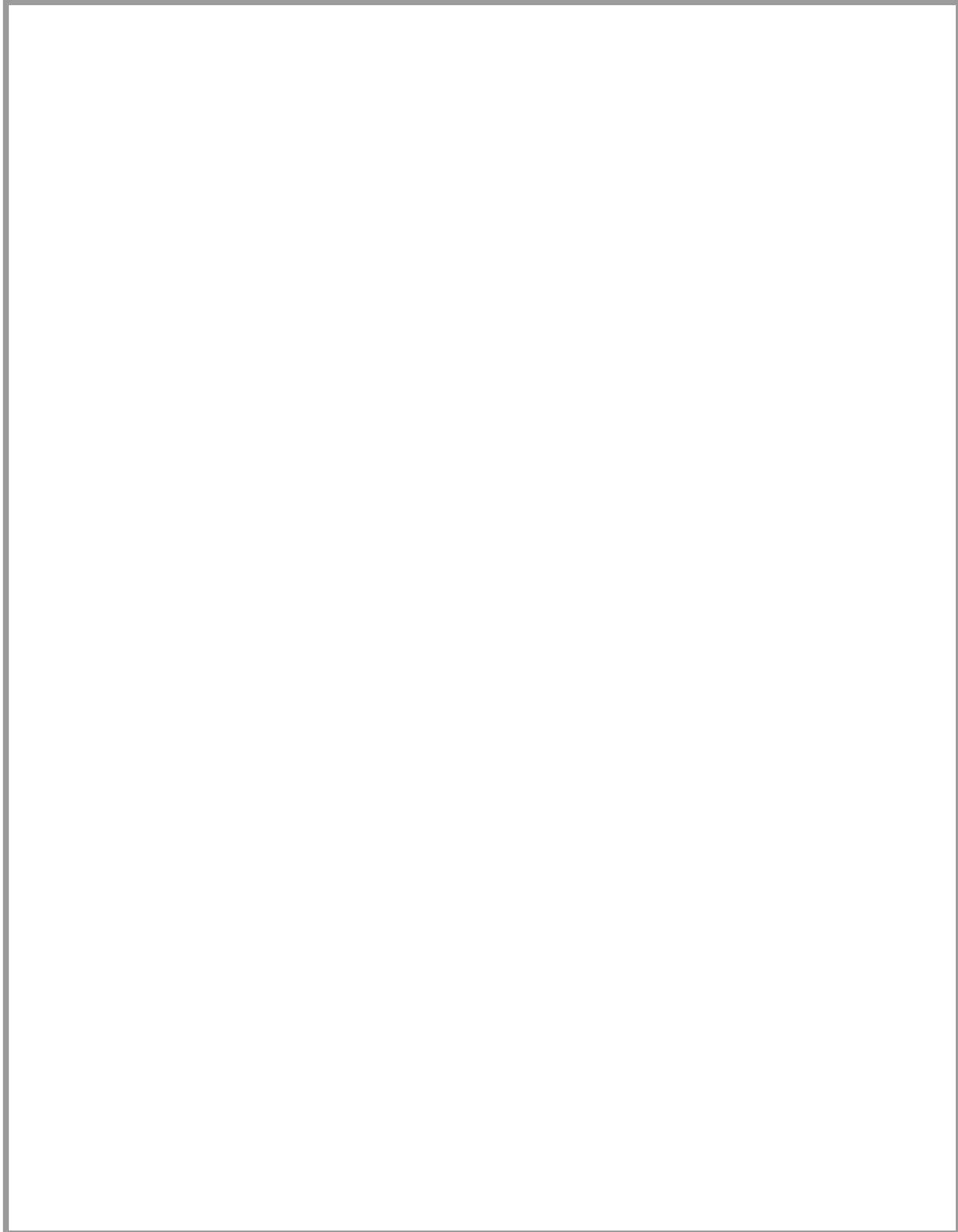
Prepared for

Mr. Steven Paulus
Assistant Public Works Director

Village of Lake Zurich
70 E. Main Street
Lake Zurich, IL 60047

October 17, 2022

"Asset Management Consultants"



IRS

00 01 10

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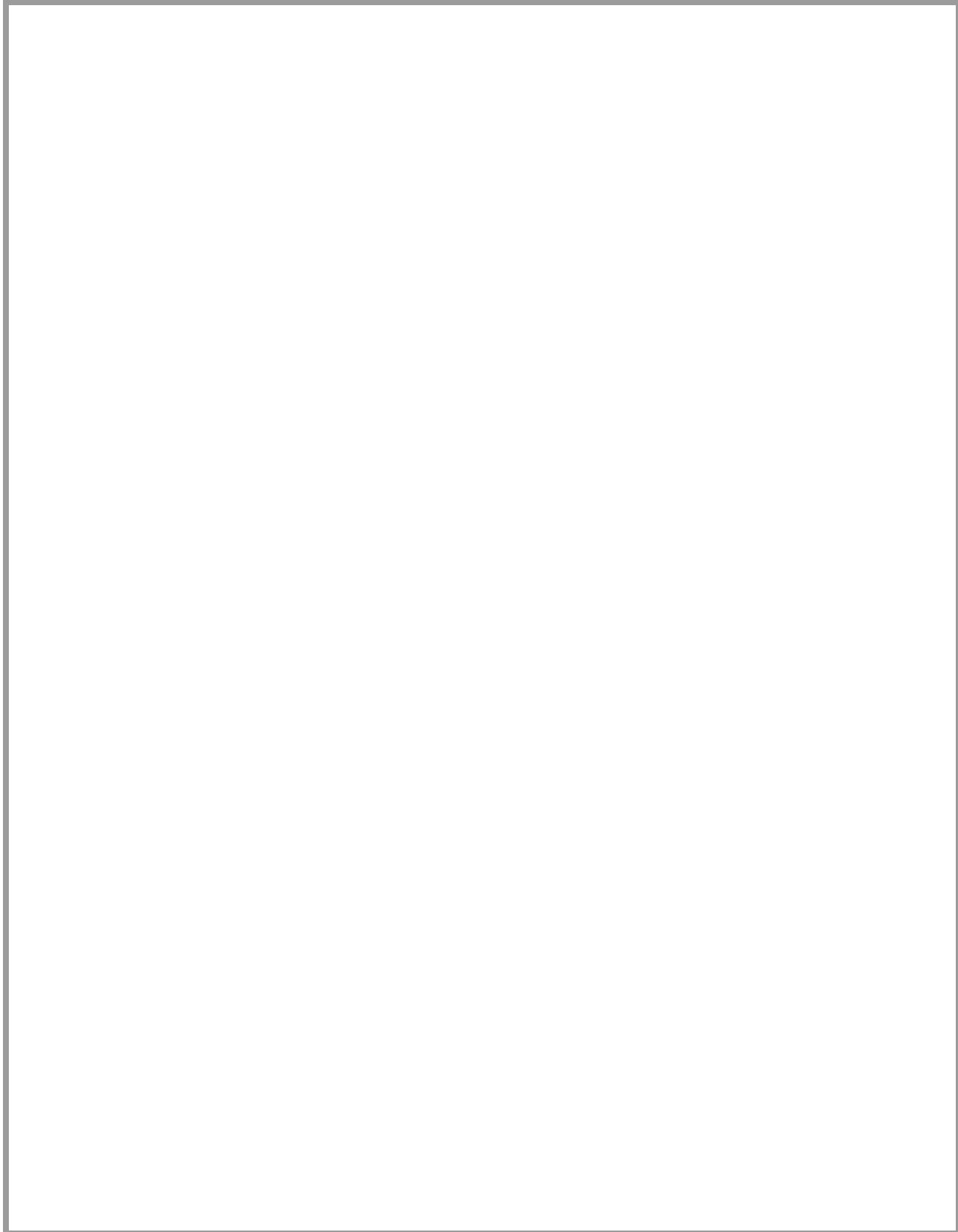
| | Pages To |
|---|----------|
| DIVISION 00 – Procurement and Contracting Requirements | |
| 00 11 16 – Invitation to Bid..... | 1 |
| 00 21 13 – Instructions to Bidders..... | 6 |
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00 11 16

INVITATION TO BID

VILLAGE OF LAKE ZURICH REQUEST FOR BIDS

Buffalo Creek Park Buildings Roof Replacement

The Village of Lake Zurich is requesting bids from qualified firms and/or individuals for a roof replacement project utilizing fully-adhered EPDM single-ply roofing on a municipal building, approximately 1 story in height. The project encompasses approximately 7,000 square feet. The Work is to be started and completed in 2023, and shall be completed within the timeframe submitted on the Bid Form.

There will be a **mandatory pre-bid meeting** held for the purpose of reviewing the job-site conditions, the specifications, and other pertinent information regarding the roof replacement project as follows:

Pre-bid meeting: Monday January 16, 2023, at 10:30am
 Buffalo Creek Park Buildings
 675 Old Mill Grove Road
 Lake Zurich, IL

Sealed bids will be received until the following date/time, and at the following location, where they will be read publicly:

Thursday, February 2, 2023 at 10:00 a.m.
Village Hall Boardroom
70 E. Main St.
Lake Zurich, Illinois 60047

Each bid must be placed in a sealed envelope and clearly marked on the outside: **“2023 Buffalo Creek Park Buildings Roof Replacement Bid”**.

Bidding documents will be available as follows:

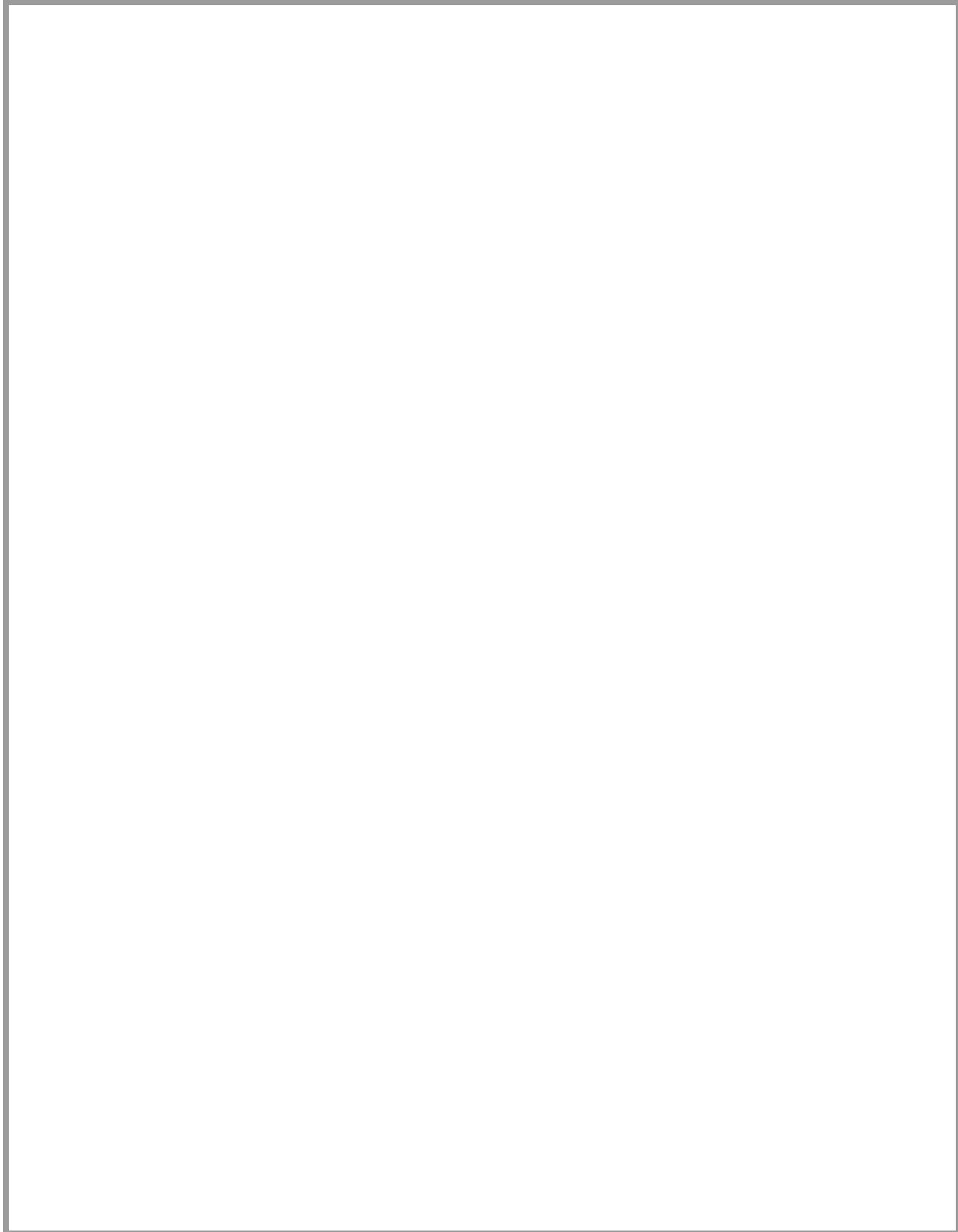
Packets are available for download on the Village's website starting **Tuesday December 27, 2022**. Please follow the link below <https://www.lakezurich.org/296/Requests-Bids>.

The successful bidder shall warrant and guarantee that the bid price will be firm and that there will not be an escalation at time of service.

A bid bond or certified check payable to the Village of Lake Zurich for 5% of the bid total is required with the presented bid. A 100% performance and payment bond will be required from the successful bidder.

The Village of Lake Zurich reserves the right to reject any or all proposals, or parts thereof, and to waive any technicality, informality or irregularity in the proposals received, and to disregard all nonconforming or conditional proposals or counter-proposals and to hold the proposal for sixty (60) days from the opening date set forth above. The Village further reserves the right in its sole discretion to award the proposal to the most responsible bidder whose offer best responds in quality, fitness and capacity to the requirements of the proposed work or usage and therefore is in the best interest of the Village

END OF SECTION





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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. Coordinate its Work with the Work of other bid packages that require integration of the Bidder's Work.
5. 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 OWNER & DESIGN PROFESSIONAL

A. The Owner is:
 Village of Lake Zurich
 70 E. Main Street
 Lake Zurich, IL 60047

B. The Design Professional is:
 1. Industrial Roofing Services, Inc.
 13000 West Silver Spring Drive
 Butler, Wisconsin 53007



1.03 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.

1.04 QUESTIONS AND ADDENDA

- A. The Bidder shall resolve all questions regarding the intent of the Bidding Documents with the Consultant prior to submitting their bid. If necessary, to change or clarify the intent of the Bidding Documents, the Consultant will issue, to all Prime Bidders of Record, an Addendum that will become part of the Bidding Documents. The Consultant will not be responsible for oral clarifications.
- B. In the event of a conflict between the Bidding Documents and those of the Roof System Manufacturer, the bidder shall be responsible for the resolution of the conflict with the Consultant prior to submitting his bid. Any and all costs associated with the resolution of such conflicts shall be included in the Bidder's Bid Price.
- C. The Bidder shall acknowledge receipt of Addenda, and the inclusion of any and all associated costs within his Bid Price, by certifying receipt on the Bid Form.

1.05 SUBSTITUTIONS

- A. Any Bidder who wishes to propose substitute products must nevertheless submit his Bid Price in accordance with the Bidding Documents. Failure to do so may result in the substitution being rejected without consideration.
 - 1. The substitute product shall be limited to the general classification of the specified product. For example, if a built-up roof system is specified, a single-ply membrane substitution will be considered inappropriate.
 - 2. Substitution requests shall clearly describe the product for which approval is sought. Submit all data necessary to demonstrate that the proposed product is, in fact, equal to or superior to the product specified.
 - 3. Substitutions shall be submitted at least five (5) business days prior to the bid due date.
- B. Acceptance of a substitute product shall not relieve the Bidder of responsibility for providing workmanship, materials and equipment which meets the quality standards established for the project by the Bidding Documents.

1.06 BASIS OF THE BID

- A. The Bidder must submit a Base Bid price in order to submit prices for any Alternate or Additive bids.



- B. Unit Prices and Time & Material (T&M) pricing provided by the contractor shall be used by the Owner to increase or decrease the initial contract amount. Bids which do not provide Unit Prices and Time & Material pricing may be rejected at the Owner's discretion.
- C. The Bidder's Bid Price shall be based on the complete Work, as described in the Bidding Documents, including all costs incidental to the Work, unless specifically indicated otherwise.
- D. The Bidder shall base his Bid Price on a completion date as submitted on the Bid Form. The Owner emphasizes that time is of the essence and may include, in the Contract resulting from acceptance of this bid, penalties for non-completion based on the project time-frame established.
- E. The Bidder shall include all applicable taxes with the base bid

1.07 BONDS

- A. Each proposal must be accompanied by a Bidders bond, or a certified check payable to the Owner, equal to five percent (5%) of the amount of the bid as a guarantee that if the bid is accepted, the proper contract will be executed and performance bond filed.
- B. The Bidder shall furnish 100% bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Bonds shall be furnished in such manner as the Owner may prescribe, and issued by a surety company acceptable to the Owner. The Bidder shall be responsible for the cost of the bonds. The Bidder shall deliver Bonds to the Owner no later than the date of execution of the Contract. Failing or neglecting to deliver the specified Bonds shall be considered as an abandonment of the Contract

1.08 INSURANCE REQUIREMENTS

- A. Throughout the term of the Agreement, the Contractor shall maintain insurance issued by an insurance company or companies which are rated "A-VII" or better in Best's Key Rating Guide (unless a lesser standard is acceptable to the Owner). The insurance company or companies shall be authorized to transact business in the state in which the Work is to be constructed, in order to protect all of the Owner Entities against liabilities arising out of the operations of the Contractor or any subcontractors pursuant to the Agreement, including at least and in the amounts not less than:
 - 1. Worker's Compensation & Employer's Liability: Statutory limits required by applicable Workers' Compensation Law and \$500,000 per occurrence for employer's liability arising under any other applicable Act or governmental enactment for the protection of employees.
 - 2. Commercial General Liability: To include products and completed operations coverage, premises liability, blanket contractual liability including Contractor's indemnity agreements contained in the Agreement, personal injury (employees' exclusion deleted) of \$1,000,000 per occurrence Bodily Injury and Property Damage, \$2,000,000 aggregate. Coverage shall be written on an "occurrence" basis.
 - 3. Comprehensive Auto Liability: To include owned, non-owned, or hired vehicles coverage of \$1,000,000 per occurrence Bodily Injury and Property Damage Liability (Combined Single Limit).
- B. Industrial Roofing Services, Inc. shall be listed as an additional insured for General Liability.
- C. Each insurance policy shall be written to cover all claims arising out of occurrences taking place within the period of coverage, shall name: The Owner and the Consultant, as additional insured's, shall remain in force for ten (10) years from date of project completion, shall not be contributory with any other insurance available to any Owner Entity, shall not be subject to reduction of coverage as to any Owner Entity by reason of any claim asserted against the Contractor, other than in connection with the performance of the Work hereunder or by reason of any misstatement, act or omission of any party other than the Owner, applying for or insured by such insurance and shall state that it will not be canceled, reduced or materially changed without thirty

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(30) days' prior Written Notice to the Owner. Before the commencement of the Term of the Agreement, the Contractor shall supply the Owner with either the policies themselves or certificates of insurance satisfactory to the Owner, as evidence of compliance with the foregoing requirements.

- D. In the event that the Contractor fails to provide replacement coverage at least fifteen (15) days prior to the expiration of any policy of insurance, the Owner may, at his discretion, secure such insurance and deduct the cost thereof from any amounts due the Contractor. The Contractor shall pay any additional amounts due, to the Owner, within fifteen (15) days of notice thereof from the Owner.
- E. The Contractor shall be responsible for obtaining and/or maintaining in force any insurance on equipment, tools or personal effects (Business Personal Property) owned by, rented to, or in the care, custody or control of the Contractor or his subcontractors, and for any deductible amount under said policy.
- F. The Owner shall obtain fire insurance with extended coverage upon the entire structure on which the Work is to be performed, including the materials to be incorporated therein whether in or adjacent to the structure insured, excluding, however, tools, equipment, scaffolding, staging's, etc., owned or rented by the Contractor, the capital value of which is not included in the cost of the Work. The Owner shall bear all risk of loss to materials covered by said insurance as a result of causes insured against within said policy. All other risks of loss or damage, not occurring as a result of the negligence, willful wrongdoing, or other actionable conduct of the Owner, his representative, employees or agents, shall be borne by the Contractor. A certificate of the Owner's insurance shall be furnished to the Contractor, upon request.

1.09 GOVERNING LAWS OR REGULATIONS

- A. The Bidder is responsible for ascertaining and complying with all ordinances, codes, and laws governing business practices and construction in the project location, including acquisition and payment of necessary permits.
- B. Prevailing Wage Rates: Comply with local prevailing wage rate requirements.

1.10 SUBCONTRACTORS

- A. The names of principal subcontractors must be listed and attached to the Bid Form. There shall be only one subcontractor named for each classification listed.

1.11 PREPARATION OF BIDS

- A. Bids shall be submitted on unaltered forms provided in the Bidding Documents, on unaltered photocopies of the form provided, or on a form provided with an Addendum. The Bid Form shall have all blank spaces filled, including certification of receipt of Addenda, price-hold period, and project start & completion period.
- B. Bidder shall indicate on the Bid Form whether bidder is an individual, partnership, corporation, or other business entity.
 1. If the Bidder is an individual, the Bid Form shall be dated and signed, with the name printed below the signature.
 2. If the Bidder is a corporation, the legal title of the Corporation and the State of incorporation must be listed, and the signature must be of an Officer authorized to bind the corporation to a contract.
 3. If the Bidder is a partnership, the names of all partners must also be listed.



1.12 BID SUBMITTAL

- A. Enclose the following in one opaque, sealed envelope.
 - 1. Bid Form.
 - 2. Subcontractor Disclosure Form.
 - 3. Bid Bond
 - 4. Initial Material Price Declaration Spreadsheet (if desired, as further described within Section 01 30 00 "Alternates, Allowances and Substitutions"
 - 5. Detailed Evidence of Material Cost (supplier quotes) (if desired, as further described within Section 01 30 00 "Alternates, Allowances and Substitutions")
- B. Clearly mark the envelope with the following information:
 - 1. Bidder's Information
 - a. FIRM NAME
 - b. ADDRESS
 - c. CITY,STATE, ZIP-CODE
 - 2. Project Information
 - a. "SEALED BID ENCLOSED"
 - b. Buffalo Creek Park Buildings
 - c. Roof Replacement Project
 - d. IRS JOB# 18000
 - e. ATTN: Mr. Steven Paulus, Assistant Public Works Director
- C. Submit bid at the time, date and place listed in Section 00 11 16 - "Invitation to Bid."

1.13 BID MODIFICATION OR WITHDRAWAL

- A. Bids may not be modified after submittal. Bidder may withdraw his bid anytime before the Bid Opening, but may not then resubmit it. No bid may be withdrawn or modified after the Bid Opening has begun. The Bidder may withdraw his bid if the award of contract has been delayed for longer than his stated price-hold period.

1.14 BID EVALUATION

- A. The Owner reserves the right to disqualify any or all bids, waive informalities or technicalities in any bid proposal, or accept any bid proposal which he deems to be in his best interest.
- B. The Owner may consider such factors as bid prices, unit pricing, project start & completion period, experience and responsibility of the Bidder, etc. in evaluating which proposal he deems to be in his best interest.

1.15 OPENING AND AWARD

- A. Bids shall be opened publicly or in private, in accordance with Section 00 11 16 - "Invitation to Bid."
- B. If requested, the Bidder shall furnish information to satisfy the Owner as to integrity, equipment, personnel, and financial ability to perform the Work.
- C. If requested, the Bidder shall submit a list of five (5) similar projects completed by the Bidder. The list shall include the project Owner, location, approximate date of completion, and the value of construction performed.



1.16 EXECUTION OF THE CONTRACT

- A. The Owner reserves the right to negotiate changes or contract terms with any or all Bidders, at any time after the Bid Opening, if he deems it to be in his best interest.
- B. The Bidder to whom the Contract is awarded shall, within ten (10) days after receiving notice of such award, execute a contract with the Owner for the full and complete performance of all work.
- C. Notwithstanding any delay in the preparation and execution of the formal Contract Agreement, the successful Bidder shall be prepared, upon notice of Bid Acceptance, to commence work on the date stipulated on his Bid Form.

1.17 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

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BID FORM

BID TO:
 Village of Lake Zurich
 70 E. Main Street
 Lake Zurich, IL 60047

PROJECT:
 Buffalo Creek Park Buildings
 Roof Replacement Project
 IRS Job# 18000

Attention: Mr. Steven Paulus
 Assistant Public Works Director

Bids due: Thursday, February 2, 2023 at 10:00 a.m.

BID FROM:

Firm Name: _____

Address: _____

Phone/Fax: _____

BID PRICES

BASE BID:.....\$ _____
 _____ dollars

CONSTRUCTION ALLOWANCE:

(See Section 01 30 00 "Alternates, Allowances and Substitutions")....\$ 10,000.00

MATERIAL PRICE CHANGE ALLOWANCE:

(See Section 01 30 00 "Alternates, Allowances and Substitutions")....\$ 10,000.00

Total Bid (Base Bid + Allowances) \$ _____

UNIT PRICING

| | | |
|----|---|----------|
| 1. | Replace steel roof deck (per sq. ft.) | \$ _____ |
| 2. | Repair of steel roof deck (per sq. ft.) | \$ _____ |
| 3. | Replace 2" x 6" wood blocking (per lineal foot) | \$ _____ |
| 4. | Replace 2" x 8" wood blocking (per lineal foot) | \$ _____ |
| 5. | Replace 2" x 10" wood blocking (per lineal foot) | \$ _____ |
| 6. | Replace cast-iron roof drain head, including all interior piping, insulation, and accessories as necessary to replace the drain (per drain) | \$ _____ |



TIME & MATERIAL RATE

1. For repair of latent conditions or additional work:

| | |
|----------------------------|--------------|
| Time (per man-hour) | \$ _____ |
| Material (Contractor cost) | plus _____ % |

CONSTRUCTION SCHEDULE

1. The Undersigned agrees to commence the Work in _____ Calendar days after Contract Award and to complete the Work in _____ calendar days thereafter.

CERTIFICATION

2. The Undersigned acknowledges receipt of:

- The Project Manual for the above-referenced Project.
- The Project Drawings for the above-referenced Project.
- Addenda numbered _____, _____, and _____.

3. The Undersigned agrees:

- To hold this Bid open for 60 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 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.

4. The Undersigned acknowledges and agrees that the Owner reserves the right to reject any or all bids and to place the Contract wherever and with whomever it may deem advisable.

5. The Undersigned 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.

SUBMITTALS

1. The Undersigned submits, enclosed with this Bid Form:

- The necessary Bid Bond as specified in Section 00100 - "Instructions to Bidders."
- A listing of subcontractors, if any, to be used on this project.
- Initial Material Price Declaration Spreadsheet (if desired, as further described within Section 01 30 00 "Alternates, Allowances and Substitutions"
- Detailed Evidence of Material Cost (supplier quotes) (if desired, as further described within Section 01 30 00 "Alternates, Allowances and Substitutions"



SIGNATURES

Authorized signature, in affirmation of the statements and Bid prices on the BID FORM:

Contractor's State License Registration Number:

No. _____ In State of _____

(Firm Name)

(Address)

(City, State, Zip)

(Authorized Signature) _____
(Title)

(Name Printed or Typed) _____
(Date)

Corporation Information (if applicable)

Partnership Information (if applicable)

(Corporation Name, if different from above)

(State of Incorporation)

(Names of the Partners)

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SUBCONTRACTOR LIST

Name of Proposed Subcontractors

Address

Class of Work

END OF SECTION

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SUMMARY OF WORK

PART 1 - GENERAL

1.01 PROJECT OVERVIEW

- A. The Work consists of roof replacement on all three (3) roof areas (2 separate buildings) at Buffalo Creek Park Buildings in Lake Zurich, IL for the Village of Lake Zurich.
- B. The suspected construction of the existing roofing systems is as follows:
 - 1. Roof Area 1
 - a. Concrete plank roof deck, base sheet, tapered polyisocyanurate insulation system, $\frac{1}{2}$ " perlite insulation, original asphalt built-up roof membrane, original gravel surfacing, $\frac{1}{2}$ " retrofit board, retrofit modified bitumen roof membrane.
 - 2. Roof Areas 2 & 3
 - a. Steel roof deck, 1" perlite insulation, original asphalt built-up roof membrane, original gravel surfacing, $\frac{1}{2}$ " retrofit board, retrofit modified bitumen roof membrane.
 - 3. This information is provided to bidding Contractors as a courtesy and shall be utilized at the discretion of individual contractors. It is not guaranteed, nor does it relieve bidders of their responsibility to become familiar with existing conditions prior to bidding.
- C. The Work also includes the following additional work items:
 - 1. Related sheet metal, sealant and carpentry work, including replacement of perimeter sheet metal flashings (drip edge, counter flashing, gutters, downspouts).
 - 2. Removal of unused penetrations and patching the roof deck, where shown in the Construction Drawings.
 - 3. Installation of $\frac{1}{2}$ " plywood on all walls before installing base flashings, and a new wood nailing over existing nailers at all perimeters.
 - 4. Replacement of two (2) existing skylights, over the existing curb, including installation of separate fall protection screening. (*Skylight products specified in Part 2 below*)
 - a. Contractor shall coordinate skylight replacement with the owner, prior to disturbing the interior spaces, and barricade and protect the interior spaces below the skylight opening as needed to ensure the safety of building occupants and protect interior surfaces from falling debris.
 - b. Install per the manufacturer's written installation instructions.

PART 2 - PRODUCTS

2.01 SYSTEM COMPONENTS

- A. Insulation
 - 1. Polyisocyanurate insulation (flat stock and tapered)
 - 2. Securement method:
 - a. Roof Area 1: adhere all layers with bead applied foam adhesive
 - b. Roof Areas 2 & 3: fastened to steel deck with fasteners and plates
- B. Fully-adhered EPDM single-ply roof system:
 - 1. 60-mil unreinforced EPDM single-ply roof membrane.
 - 2. Reinforced perimeter securement strips.
 - 3. Membrane bonding adhesive (self-adhered would also be accepted)

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- C. Roof flashings:
 - 1. Cured EPDM single-ply membrane (base flashings).
 - 2. Semi-cured EPDM single-ply strip-in flashing (metal flange strip-in).
 - 3. Uncured EPDM single-ply membrane (details - corners, flanges, etc.).
 - 4. Prefabricated EPDM boot flashings (pipe flashings).
 - 5. Membrane cleaner and splice tape.
 - 6. Membrane splice and bonding adhesives.
- D. Miscellaneous:
 - 1. Membrane adhesives and sealants.
 - 2. Membrane fastening plates and screws.
- E. Dimensional lumber and exterior-grade plywood (nailers and blocking).
- F. 24 gauge prefinished galvanized sheet metal.
- G. Extruded aluminum termination bar with caulking cup.
- H. Miscellaneous fasteners.
- I. Miscellaneous sealants and tape caulk.
- J. Skylights
 - 1. VELUX Traditional Double-Dome, Curb Mount (VELUX Model CMT2)
(Or Pre-Approved Equal)
 - a. Sized to fit existing curbs.
 - b. Mill finish retainer
 - c. Acrylic double dome
 - 1) Outer dome: Clear
 - 2) Inner dome: White
 - d. Include separate OSHA approved fall protection screen (VELUX Model CAE)

2.02 COMPONENTS SUPPLIED BY OWNER

- A. None.

PART 3 - EXECUTION

3.01 WORK PERFORMED BY CONTRACTOR

- A. Remove existing roof membrane, insulation, flashings, and perimeter metal down to the existing substrate. **Note:** [Conduit is suspected to be present on the deck surface].
- B. Clean the exposed deck of all debris. Repair or replace decking as required. Obtain unit price approval for Additional Work completed.
- C. Install the specified insulation system:
 - 1. Roof Area 1:
 - a. Install all layers of insulation using bead-applied foam adhesive.
 - 2. Roof Areas 2 & 3:
 - a. Mechanically fasten all layers to the steel roof deck using common fasteners and plates.
- D. Mechanically attach the reinforced perimeter securement strips to the substrate at all walls and curbs.

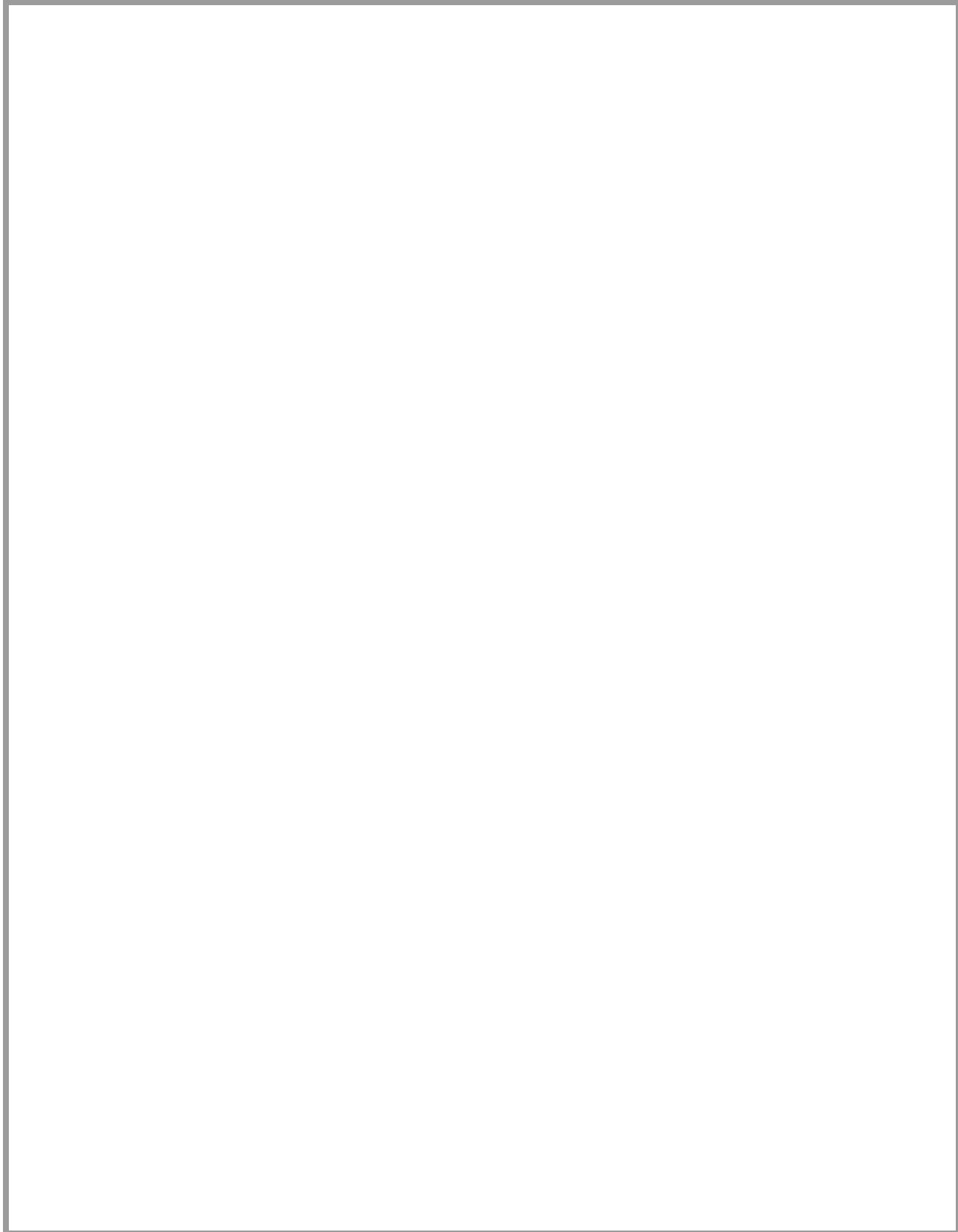
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- E. Adhere the EPDM single-ply roof membrane to the completed insulation in a continuous and uniform application of membrane bonding adhesive; adhere to the perimeter securement strips with splice adhesive.
- F. Thoroughly clean all membrane and flashing laps; join membrane laps with splice tape. Thoroughly inspect all laps daily after installation for signs of improper bonding. Apply lap sealant to all seams on the same day as completion.
- G. All perimeters and projections are to be constructed and flashed in strict accordance with the Construction Drawings provided.
- H. All perimeters and projections are to be constructed and flashed 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





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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. Unit Pricing:

1. The Unit Pricing submitted by the Contractor shall be considered fixed and inclusive of its purchase, installation, overhead expenses and profit.
2. Units of measurement shall be as described on the Bid Form:
 - a. Dollars per square foot.
 - b. Dollars per lineal foot.
 - c. Dollars per unit.
3. The Contractor shall obtain written approval, on the Unit Pricing forms provided by or acceptable to the Consultant, by signature of the Consultant or an authorized on-site representative of the Owner, for each day's quantity of completed work affected by unit pricing.
4. The Contractor shall accumulate the completed Unit Pricing forms and submit them to the Consultant, on a weekly basis, in conjunction with a completed Change Order form totaling the cost of the approved Unit Pricing.
5. In the event that proper approval of Unit Pricing is not obtained, the Owner reserves the right to reject the Contractor's measurement of Unit Pricing work-in-place, and to have the Work measured by the Consultant, or an independent surveyor acceptable to both the Owner and Contractor, at the Contractor's expense.
6. Unit Pricing is intended to be used for small-scale areas of extra work. In the event that the scope of the work covered by the unit pricing escalates, the Owner reserves the right to use the Contractor's time and materials (T&M) rate or negotiate a lump sum price in lieu of the Unit Pricing.

B. 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.

C. 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.

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4. Change Orders shall be considered valid only if:

- Submitted in writing on the proper Change Order form.
- Approved by signatures of both the Consultant and the Owner.

D. Application for Payment:

- The Contractor shall submit:
 - Completed Application for Payment, on standard AIA formats or on IRS forms, in triplicate.
 - Contractor's original invoice.
 - Subcontractor's material and/or labor Waivers of Lien, where applicable, to match the amount requested.
 - Written justification for payment of materials not in-place by means of supplier invoices, bills of lading, Waivers of Lien, etc.
- The Contractor shall submit Application for Payment, on a periodic basis or as determined in the Agreement, to:

**Industrial Roofing Services, Inc.
13000 West Silver Spring Drive
Butler, WI 53007**

EMAIL – office@irsroof.com

- The Consultant shall review the Application for Payment and either:
 - 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;
 - Revise the amount requested to an amount for which he is able to make such representation to the Owner.
 - Notify the contractor in writing of the applications rejection due to error and/or incompleteness
- Payments will be reviewed, approved, and submitted to the Owner with the Consultants recommendations on a timely basis.
- A retainage of five percent (5%) of the requested amount shall be withheld on each progress payment. The Contractor's invoice shall match the amount requested, less the retainage.

PART 2 - PRODUCTS

A. Not Used.

PART 3 - EXECUTION

A. Not Used.

END OF SECTION



01 30 00

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.
 - 1. A Mandatory Alternate Bid shall be in addition to the Base Bid. It may contain some or all aspects of the Base Bid, except those changes specifically described herein.
 - 2. An Alternate Bid shall be in lieu of the Base Bid. It shall contain all aspects of the Base Bid, except those changes specifically described herein.
 - 3. An Alternate Add or Alternate Deduct, as described herein, shall add work to, or deduct work from, the Base Bid.
- 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.

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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. After Contract Award, the Consultant will consider written requests for "or equal" product substitutions in place of those specified. Such requests must be submitted with the product list submittals. Approval of the submittal package shall constitute the approval of proposed substitute products. Requests for substitutions shall include data listed below.
3. 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.

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. Contractor shall add a lump sum amount of **ten thousand dollars (\$10,000.00)** to their base bid amounts for the funding of Unit Price Work.
 - 1. Use of the allowance is restricted to direction of the Consultant for the Owner's purposes and only authorized by Signed Change Orders or Unit Pricing Approvals that indicate amounts to be charged to the allowance.
- B. At Project closeout, credit unused amounts remaining in the contingency allowance to Owner by Change Order.

1.06 MATERIAL PRICE CHANGE ALLOWANCE

- A. Ownership is aware that the current state of the roofing industry, specifically material availability and pricing, is unpredictable and that manufacturers are currently not offering price holds. Ownership is aware that this volatility presents the possibility that final material costs at the time of receiving the materials may be different than the costs reflected in the bid. As such, in an effort to accommodate this unpredictable situation and encourage Bidders to bid confidently and competitively, the bids shall include the following Material Price Change Allowance:
 - 1. **Material Price Change Allowance: \$10,000**
- B. If material prices change between the time of bidding and time of material receipt, Ownership will allow use of the Material Price Change Allowance to cover the cost increase, provided the material price change is proven, in writing, by the contractor, via the following steps. Bidder's wishing to participate in this accommodation must complete the following (**Steps 1 & 2 below**):
 - 1. **Step 1: When submitting the bid, in conjunction with the bid form, Bidder shall submit the following two (2) items:**
 - a. Initial Material Price Declaration Spreadsheet (provided below)
 - 1) Contractor shall list any material(s) for which they intend to potentially claim a future cost change, and provide the dollar amount for said material, that the bid is based on.
 - b. Detailed Evidence of Material Cost (supplier quotes)
 - 1) Provide detailed evidence proving the dollar value for each item listed on the Initial Material Price Declaration Spreadsheet. This evidence shall be in the form of formal quote(s) or cost estimate(s) from the supplier(s), listing the quantity and cost of the materials. *The dollar values shown on the Initial Material Price Declaration Spreadsheet shall match the dollar values shown in the Detailed Evidence of Material Cost (supplier quotes).*
 - 2. **Step 2: Once materials are received and final cost confirmed, if the Bidder desires to claim a change in material prices, the Bidder shall submit the following item:**
 - a. Detailed Evidence of FINAL Material Cost (FINAL supplier quotes)
 - 1) Provide revised version of the detailed evidence of material costs. This evidence shall be in the same form as the initial material price evidence, showing that quantities remain the same, but reflecting any change in unit cost.
- C. If, in the opinion of the Owner, the evidence provided shows an unforeseen change in material prices, Ownership will allow usage of the Material Price Change Allowance to cover the applicable material price change amount. Limitations are as follows:
 - 1. The cost change covered shall not exceed the maximum allowed amount of \$10,000. Any cost increase above this amount shall be the Contractor's responsibility.
 - 2. Material price changes will only be allowed for materials specifically listed in the items required above. Any material price changes claimed by the Bidder that are not clearly documented, as required above, will be rejected.
 - 3. If the Bidder fails to submit initial material prices as part of their initial bid, attached to the bid form, no future material price changes will be allowed.



4. This price change accommodation shall only apply to materials specifically documented as required above. It shall not apply to any undocumented material prices, labor costs, overhead & profit, or any other costs related to the project.
- D. Use of the Material Price Change Allowance is restricted to direction of the Consultant or Owner and only authorized by a Signed Change Order that indicates amounts to be charged to the allowance.
- E. At Project closeout, credit unused amounts remaining in the allowance to Owner by Change Order.
- F. *Initial Material Price Declaration Spreadsheet is on the following page:*

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INITIAL MATERIAL PRICE DECLARATION SPREADSHEET

Bidders who wish to potentially utilize the Material Price Change Allowance shall submit this form in conjunction with their bid form.

Bidder shall list any material(s) for which they intend to potentially claim a future cost change, and provide the dollar amount for said material, that the bid is based on.

Bidders must also submit Detailed Evidence of Material Cost (supplier quotes), matching the dollar values shown below.

IRS

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. A pre-bid meeting will be held, at the project site, at the time designated in Section 00 11 13 – "Invitation to Bid."
- 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;

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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



01 33 00

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. 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.
3. Safety Data Sheets: Provide copies of SDS for each product that will be brought on-site.
4. 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.
5. 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.
6. Sheet Metal Color Charts: Original, standard color charts, for selection by the Owner. This selection may not be made during the submittal approval process.
7. Shop Drawings:
 - a. Tapered insulation drawing. Taper layout shall conform to the intent of the Contract Drawings (four-way or two-way system design). Note: Width of all crickets/saddles shall be dimensioned on the plan for use during installation.
8. Manufacturer's Certification: Submit a letter from the manufacturer stating their intent to warrant the project, as specified, including certification of the Contractor's standing as a licensed applicator of the specified product and/or system.
9. Warranty: Submit a sample copy of the applicable manufacturer's warranty as well as a copy of the completed application for warranty.
10. 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.

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1.03 SHOP DRAWINGS

- A. Original drawings required by the Project Documents, prepared by Contractor, Subcontractor, material supplier or distributor, which illustrate some portion of the Work, showing fabrication, layout, setting or erection details, prepared by a qualified draftsman. Reproduction and use of enclosed drawings will not be allowed.

1.04 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.

1.05 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



01 40 00

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.

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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



01 50 00

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.

IRS

- 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.

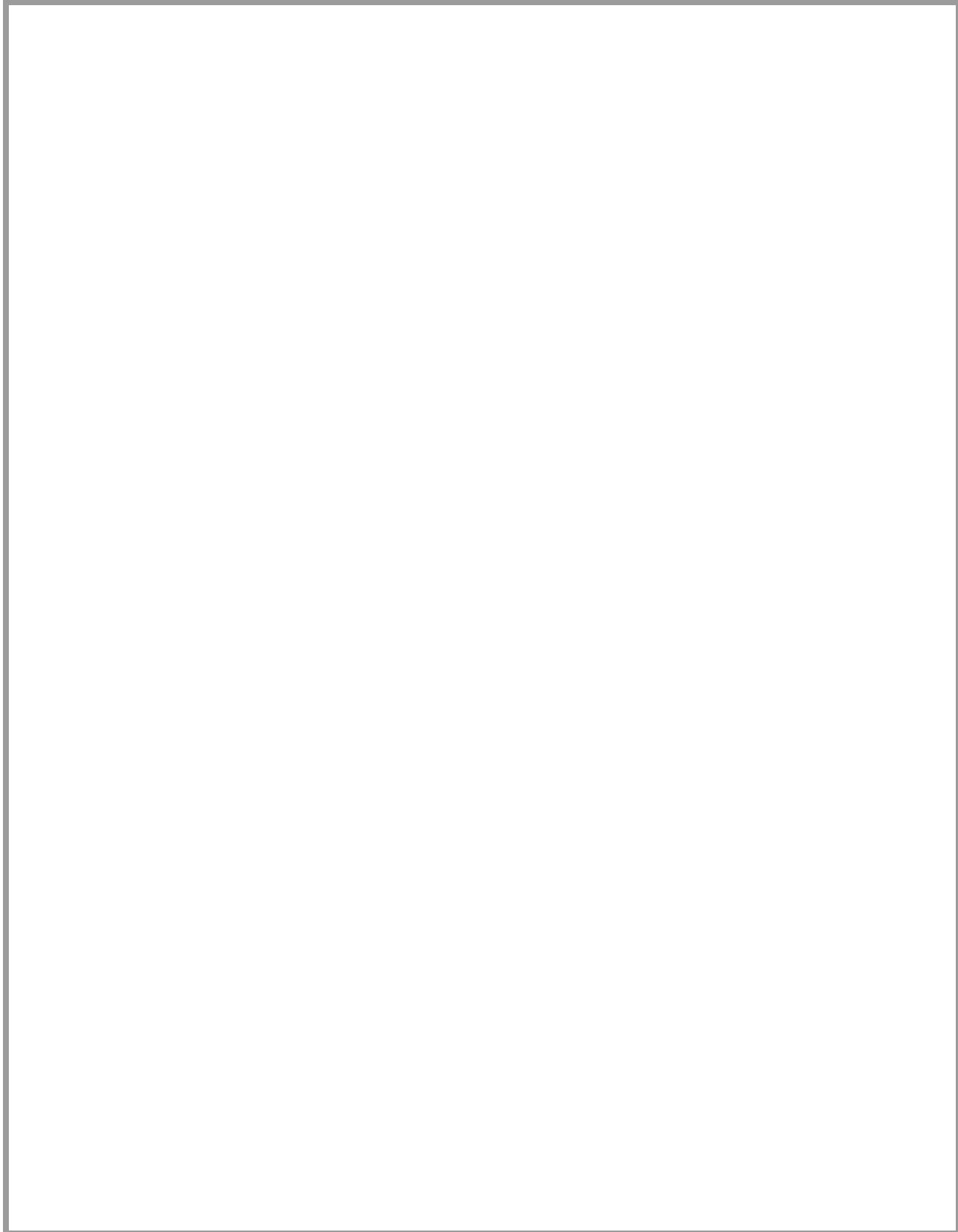
PART 2 - PRODUCTS

- A. Not Used.

PART 3 - EXECUTION

- A. Not Used.

END OF SECTION





01 60 00

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



01 70 00

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.
- 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



01 74 29

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.

Roof Replacement Project
IRS Project 18000

01 74 29 - 1 Grounds Repair

Village of Lake Zurich
Buffalo Creek Park Buildings

IRS

- 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: $\frac{3}{4}$ 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, of 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.

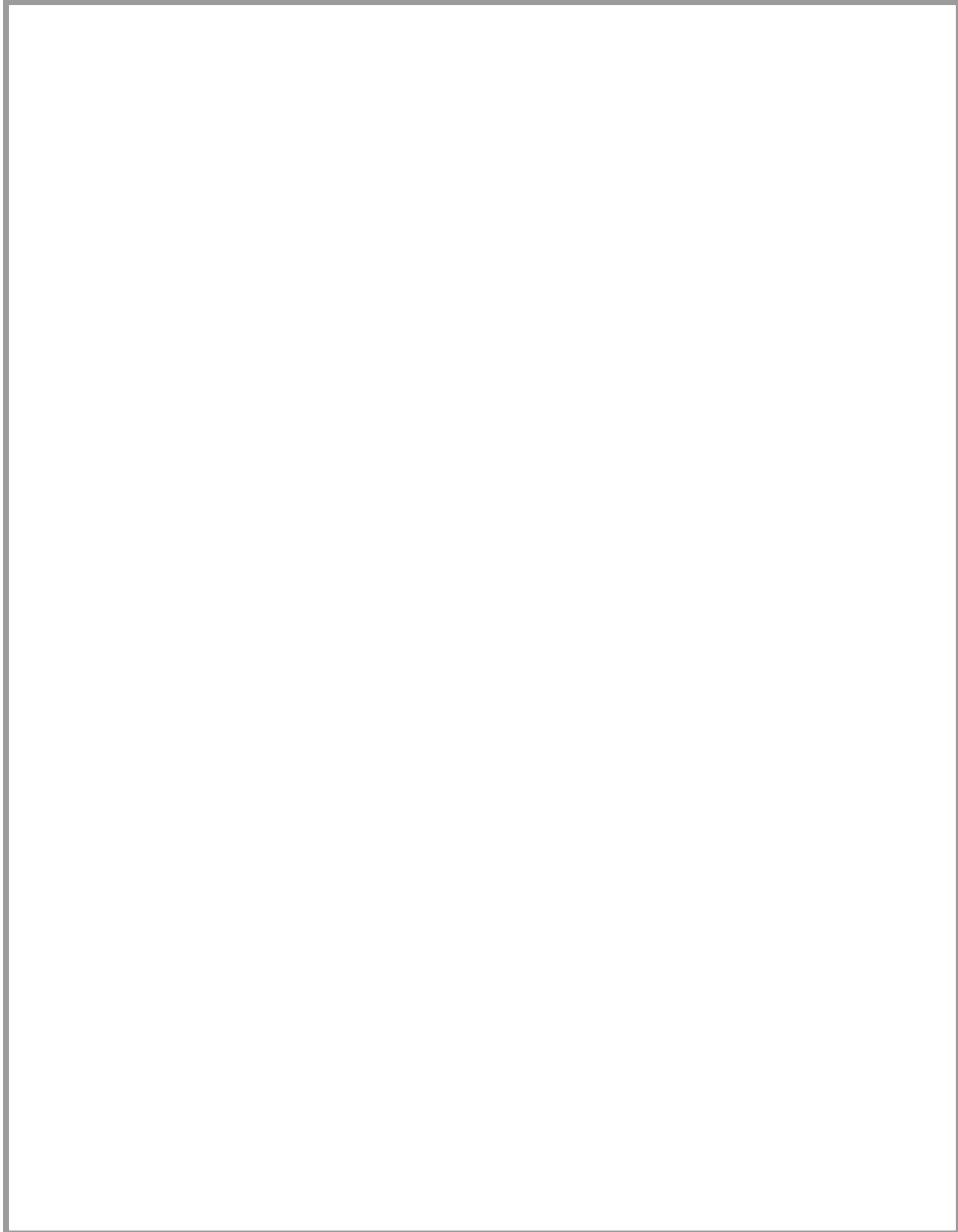
3.06 PAVEMENT REPLACEMENT

- 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 $\frac{1}{2}$ -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.

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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





05 31 23

STEEL ROOF DECKING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. This section includes the inspection, repair, reinforcement and/or replacement of steel roof decking, including steel support members when installed as a system.

1.03 REFERENCES

- A. Perform work in accordance with the recommendations of the Steel Deck Institute Design Manual, Latest Edition.

1.04 SEQUENCING AND SCHEDULING

- A. Coordinate roof demolition and Roofing replacement work in a manner for deck replacement or repair to proceed unimpeded.
- B. Contractor shall have sufficient deck material on site and stockpiled for daily anticipated replacements

PART 2 - PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

- A. Steel roof decking repair:
 - 1. Rust-inhibitive coating:
 - a. Carbomatic #15 by CarboLine, Inc., St. Louis, MO.
 - b. Devran 224HS High-build Epoxy Coating, Devoe Paint, Cleveland, OH.
 - c. Enduthane S2800 Series, by Pratt and Lambert Paints, Cleveland, OH.
 - d. Corothane I Aliphatic Finish, by The Sherwin-Williams Company, Cleveland, OH.
 - e. MC-Aluminum, by Wasser High-Tech Coatings, Kent, WA.
 - 2. Reinforcing plates: 20 gauge sheet steel, ASTM A526, with G90 galvanized coating.
- B. Steel roof decking replacement:
 - 1. ASTM A653; with G90 galvanized coating.
 - 2. Profile to match existing decking.
 - 3. Gauge to match existing decking.
 - 4. Butt and finish strips: 20 gauge sheet steel, ASTM A526, with G90 galvanized coating.
- C. Steel roof decking fasteners:
 - 1. Self drilling sheet metal screws, cadmium plated:
 - a. Sheet metal stitching: 1/4-14 x 7/8 inch, Teks1 with pilot point.
 - b. Steel decking to bar joist: 12-24 x 7/8 inch, Teks4.
 - c. Steel decking to structural steel: 12-24 x 1-1/4 inch, Teks5.
 - 2. At interlocking side laps: 1/4-14 x 7/8 inch, Teks1 with pilot point.



PART 3 - EXECUTION

3.01 EXAMINATION

- A. Evaluate deteriorated steel decking:
 - 1. Repair decking that is surface-rusted, with no pinholes through the steel after wire-brushing.
 - 2. Install reinforcing plates over openings sixteen (16) inches square or less, or decking deteriorated in excess of the limit specified above.
 - 3. Replace decking sections that:
 - a. Are cut or otherwise damaged;
 - b. Have openings larger than sixteen (16) inches square;
 - c. Have multiple openings between support members;
 - d. Are rusted over more than twenty-five percent (25%) of the area between support members; or
 - e. Are deflected or otherwise compromised structurally.
- B. Verify, prior to start of decking removal, the existence and location of deck-supported utilities and accessories including, but not limited to: water and gas lines, fire-sprinkler systems, above and below deck conduit and tubing, and ceiling suspension systems. Coordinate any work that may affect these utilities with the Owner.

3.02 WORK SEQUENCING

- A. Demolish only as much roofing and decking as can be replaced with completed deck assembly, insulation and roofing system before the stop of work on that day.

3.03 SURFACE PREPARATION / SELECTIVE DEMOLITION

- A. Preparation for repair – rust removal:
 - 1. Remove all loose rust from surface of steel decking by means of wire brushing.
 - 2. Decking shall be cleaned to achieve a surface grade acceptable for coating.
- B. Steel decking removal:
 - 1. Prior to the removal and replacement of the steel decking, provide a barricade under the work area, within the building, staffed with a watchman.
 - 2. Remove selected sections of steel decking.

3.04 STEEL DECKING REPAIR

- A. Deck reattachment:
 - 1. Mechanically attach loose ends of decking to steel support members twelve (12) inches on center in field and six (6) inches on center in the corners and perimeter.
 - 2. Mechanically attach side laps:
 - a. On spans less than five (5) feet, fasten at center of span.
 - b. On spans of five (5) feet or more, fasten twenty-four (24) inches on center.
- B. Deck painting:
 - 1. Clean all loose rust particles and dust from surface of decking and apply two (2) coats of rust-inhibitive coating over prepared areas and/or areas of raw metal.
- C. Deck reinforcement:
 - 1. Install sheet metal reinforcing plate to cover severely rusted areas or openings. Extend a minimum of three (3) inches onto adjacent, sound areas of decking.
 - 2. Ensure that the reinforcing plate sets flat and smooth with top of decking.
 - 3. Mechanically attach all edges of reinforcing plate to steel decking three (3) inches on center, including at all corners.

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4. Apply two (2) coats of rust-inhibitive coating to cut edges of reinforcing plate.

D. Splice plates at changes in deck direction:

1. Where deck changes direction and is cut and butted, install a twelve (12) inch wide sheet metal reinforcing plate centered over joint.
2. Ensure that the reinforcing plate sets flat and smooth with top of decking.
3. Mechanically attach each edge of reinforcing plate to steel decking six (6) inches on center.
4. Apply two (2) coats of rust-inhibitive coating to cut edges of reinforcing plate.

3.05 STEEL DECKING REPLACEMENT

A. Replace steel decking, in complete sections where possible, with section ends over structural steel members.

B. Install with two (2) inch, minimum, bearing on steel supports.

C. Install in lengths necessary to cover a minimum of two spans. Attach to structural steel members at section ends and mid-span:

1. Attach through bottom flutes only.
2. Minimum three (3) fasteners across decking panel at each location.
3. Maximum twelve (12) inches on center in field and six (6) inches on center in the corners and perimeters.

D. Mechanically attach side laps:

1. On spans less than five (5) feet, fasten at center of span.
2. On spans of five (5) feet or more, fasten twenty-four (24) inches on center.

E. Install butt and finish strips:

1. If unable to lap at sides, butt to adjacent deck and install six (6) inch wide finish strip over joint. Fasten finish strip to both sections of decking at twelve (12) inches on center.
2. Install six (6) inch wide butt strip where deck ends meet. Fasten butt strips to both sections of decking at six (6) inches on center.

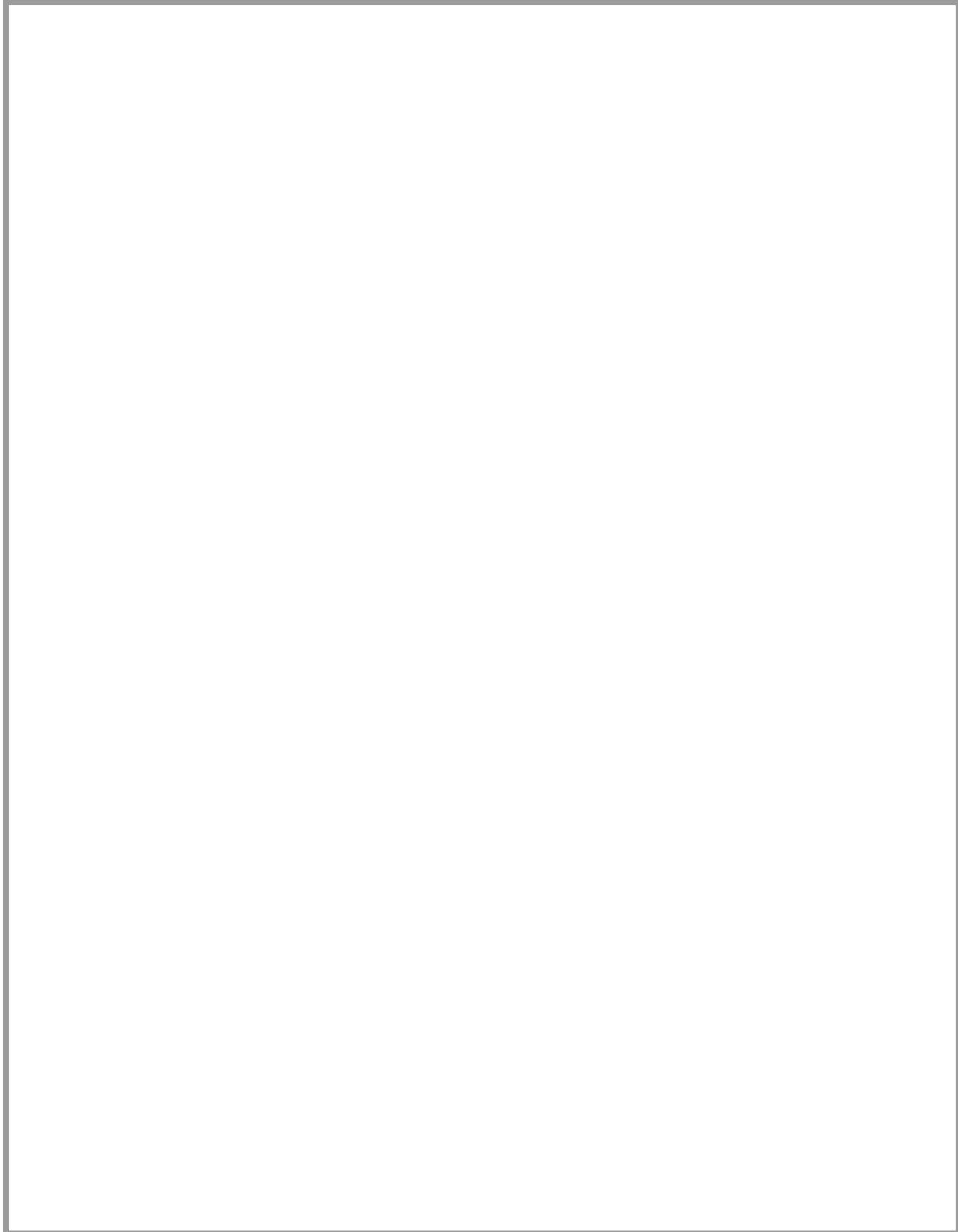
F. Apply two (2) coats of rust-inhibitive coating to cut edges of decking and/or butt and finish strips.

3.06 CLEANING

A. During progress of the Work, use all means necessary to prevent spread of dirt and debris in the building interior.

B. Clean building interior on a daily basis, and when deck replacement is completed.

END OF SECTION





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MISCELLANEOUS ROUGH CARPENTRY

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. Wood blocking and nailers

1.03 REFERENCES

- A. The Engineered Wood Association (APA)
 - U.S. Product Standards - PS 1 for Construction and Industrial Plywood.
 - Product Guide - Grades and Specifications - Form No. J20H
 - Design/Construction Guide - Residential and Commercial - Form No. E30P
 - PRP-108 Performance Standards and Policies for Structural-Use Panels
- B. American Wood Preservers Association (AWPA)
 - C2 Lumber, Timber, Bridge Ties and Mine Ties, Pressure Treatment
 - C9 Plywood, Pressure Treatment
 - C20 Structural Lumber Fire-Retardant Pressure Treatment
 - C27 Plywood, Fire-Retardant Pressure Treatment Glue, with C-C or C-D (plugged) faces.
 - 1) Fire-Retardant Treatment: Plywood shall be fire-retardant-treated in accordance with AWPA C27 to have a flame spread rating of less than 25 when tested in accordance with ASTM E84. Comply also with applicable requirements specified for wood nailers and blocking.
 - M4-06 Standard for the Care of Preservative Treated Wood Product
- C. Northeastern Lumber Manufacturers Association (NELMA)
 - Standard Grading Rules for Northeastern Lumber.
- D. National Lumber Grades Authority (NLGA)
- E. Redwood Inspection Service (RIS)
- F. Southern Pine Inspection Bureau (SPIB)
 - Standard Grading Rules for Southern Pine Lumber.



- G. U.S. Department of Commerce, National Institute of Standards and Technology (NIST); Voluntary Product Standards (PS):
 - 1-07 Construction and Industrial Plywood
 - 2-04 Performance Standard for Wood-based Structural Use Panels
 - 20-10 American Softwood Lumber Standard
- H. West Coast Lumber Inspection Bureau (WCLIB)
 - Standard Grading Rules Number 16.
- I. Western Wood Products Association (WWPA)
- J. Western Lumber Grading Rules.

1.04 QUALITY ASSURANCE

- A. Standards:
 - 1. Lumber: Comply with PS 20 and applicable rules of grading agencies indicated. If no agency is indicated, provide lumber that complies with the applicable rules of any rules-writing agency certified by the American Lumber Standard Committee Board of Review. Provide lumber graded by an agency certified by the American Lumber Standard Committee Board of Review to inspect and grade lumber under the rules indicated.
 - a. Factory marks each piece of lumber with the grade stamp of the grading agency.
 - b. Where nominal sizes are indicated, provide actual sizes required by PS 20 for moisture content specified. Where actual sizes are indicated, they are minimum dressed sizes for lumber.
 - c. Provide dressed lumber, surfaced on all 4 sides (S4S), unless otherwise indicated.
 - d. The maximum moisture content of Lumber: 19 percent unless otherwise indicated.
 - 2. Plywood: Comply with PS 1, "U.S. Product Standard for Construction and Industrial Plywood".
 - 3. Factory-mark each piece of lumber and plywood with type, grade, mill, and grading agency, except omit markings from surfaces to be exposed with a transparent finish or without a finish.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Stack lumber flat with spacers beneath and between each bundle to provide air circulation. Protect lumber from the weather by covering with waterproof sheeting, securely anchored. Provide for air circulation around stacks and under coverings.

1.06 PROJECT CONDITIONS

- A. Provide all materials, labor, and accessories for the complete and proper installation of the wooden products required for the roof installation as shown on the Construction Drawings and as required to meet the highest industry standards.
- B. Provide wood, nails, bolts, screws, steel angles, rough hardware, and other items needed to perform rough carpentry for the construction shown on the Drawings, as specified herein, and as needed for a complete and proper installation.

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- C. Work shall include, but is not limited to:
 - 1. Installation of new wood boards to match existing species and dimensions if required, to replace deteriorated wooden roof decking and miscellaneous rough carpentry where shown on the Construction Drawings or as needed for a complete and proper installation of the roof, gutter, expansion joint, and coping assemblies.
- D. Carpentry shall be secured sufficiently to resist a minimum of 200# per lineal foot in any direction.

PART 2 - PRODUCTS

2.01 DIMENSIONAL LUMBER

- A. Wood Blocking and Nailer: Two to four (2-4) inches in nominal thickness:
 - 1. Shall be kiln-dried Southern Pine, Douglas Fir; Structural Grade #2 or better, complying with lumber producer's inspection agency grading rules certified as conforming to the "National Grading Rule For Dimension Lumber", by the Board of Review of the American Lumber Standards Committee (ALSC), established under Section 10 of PS-20.
 - 2. Shall be smooth four sides (S4S), unless otherwise shown or indicated.
 - 3. Shall be seasoned, with nineteen percent (19%) maximum moisture content at the time of dressing, complying with the dry size requirements of PS-20.
 - 4. Shall be marked "S-Dry".
 - 5. Dimensional lumber shall be:
 - a. Nailers: nominal size as indicated on the Construction Drawings or as required.
 - b. Blocking: nominal size as indicated on the Construction Drawings or as required.
 - c. Plywood: thickness as indicated on the Construction Drawings or as required for use as shim material beneath nailers.

2.02 PLYWOOD

- A. Minimum thickness: 1/2-inch as detailed or required.
- B. Interior grade C-D or better, with exterior glue (CDX), conforming to the rating of the American Plywood Association (APA), PS1-09.

2.03 FASTENERS

- A. Dimensional Lumber to Dimensional Lumber: (Horizontal Nailer)
 - 1. All-Purpose Fastener by Firestone Building Products Company, Indianapolis, IN.
 - 2. Head: # 3 Phillips drive
 - 3. Length: Length as required to achieve a minimum embedment of one (1) inch.
 - 4. Coating: Red epoxy applied by Electroplating
 - 5. Dimensional lumber sections shall be fastened together through their widest face dimension with two (2), rows of fasteners spaced 24-inches on center, staggered.
 - 6. Fastener rows shall be placed a minimum of 1-inch from the narrowest face dimension of the lumber sections.
- B. Dimensional Lumber to Steel Roof Decking: (Horizontal Nailer)
 - 1. Heavy-Duty Fastener by Firestone Building Products Company, Indianapolis, IN.
 - 2. Head: # 3 Phillips drive
 - 3. Length: Length as required to penetrate deck a minimum of 3/4"
 - 4. Coating: Red epoxy applied by Electroplating
 - 5. Dimensional lumber sections shall be fastened to roof deck through their widest face dimension with two (2), rows of fasteners spaced 16-inches on center; staggered.
 - 6. Fastener rows shall be placed a minimum of 1-inch from the narrowest face dimension of the lumber sections.

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C. Plywood to Masonry: 3/16-inch minimum diameter and 1-1/4 inch minimum embedment.

1. Tapcon hex-head anchor, (by Buildex Division of ITW, Inc., Itasca, IL).
2. Zinc Nail-in with a stainless steel pin, (by Construction Fasteners, Inc., Dekfast Product Group, Wyomissing, PA).
3. Zamac Nailin with stainless steel pin and mushroom head, (by Powers Fastening, Inc., New Rochelle, NY).
4. Masonry Anchor with a stainless steel pin, (by Olympic Manufacturing Group, Inc., Agawam, MA).
5. Fasten plywood at a minimum of 1 fastener every two (2) square feet.

PART 3 – EXECUTION

3.01 EXAMINATION

A. NONE

3.02 PREPARATION

A. NONE

3.03 INSTALLATION

A. General Requirements:

1. Do not use lumber or materials which are unsound, warped, bowed, twisted, inadequately seasoned, or too small to fabricate the work with a minimum of joints.
2. Fit carpentry work to other work. Produce joints that are tight, true, and well fastened.
3. Set carpentry accurately to required levels and lines with members plumb and true.
4. Attach carpentry to substrates with specified fasteners in accordance with fastener manufacturers printed instructions.
 - a. Countersink new fastener heads flush with the top of wood members. Hollow out the bottom of new wood members, if necessary, to fit over existing exposed bolt heads that are not countersunk.
 - b. Countersink nail heads on exposed carpentry and fill holes.
5. Select fastener size that will not penetrate members where the opposite side will be exposed to view or will receive finish materials.
6. Threaded fasteners shall be turned into place, not driven.
7. Fasteners shall be tightened at installation and retightened as required prior to closing in or at the completion of work.

B. Examine existing nailers and blocking which conforms to the Construction Drawings at walls, edges, expansion joints, hatches, pipes, or curbs:

1. Replace deteriorated sections with new dimensional lumber of the same size.
2. Enhance existing fastening to comply with fastening requirements outlined herein and/or as indicated on the Construction Drawings.

C. Install new wood nailers and blocking to achieve thicknesses and elevations required by the Construction Drawings:

1. Fasten carpentry in accordance with fastening requirements outlined herein and/or as indicated on the Construction Drawings.
2. Install addition fasteners, as required to counteract minor warpage or variances in the substrate, and to hold tight and true to lines.
3. When using multiple courses of carpentry, weave corners and stagger end joints a minimum of two (2) feet from the underlying course.

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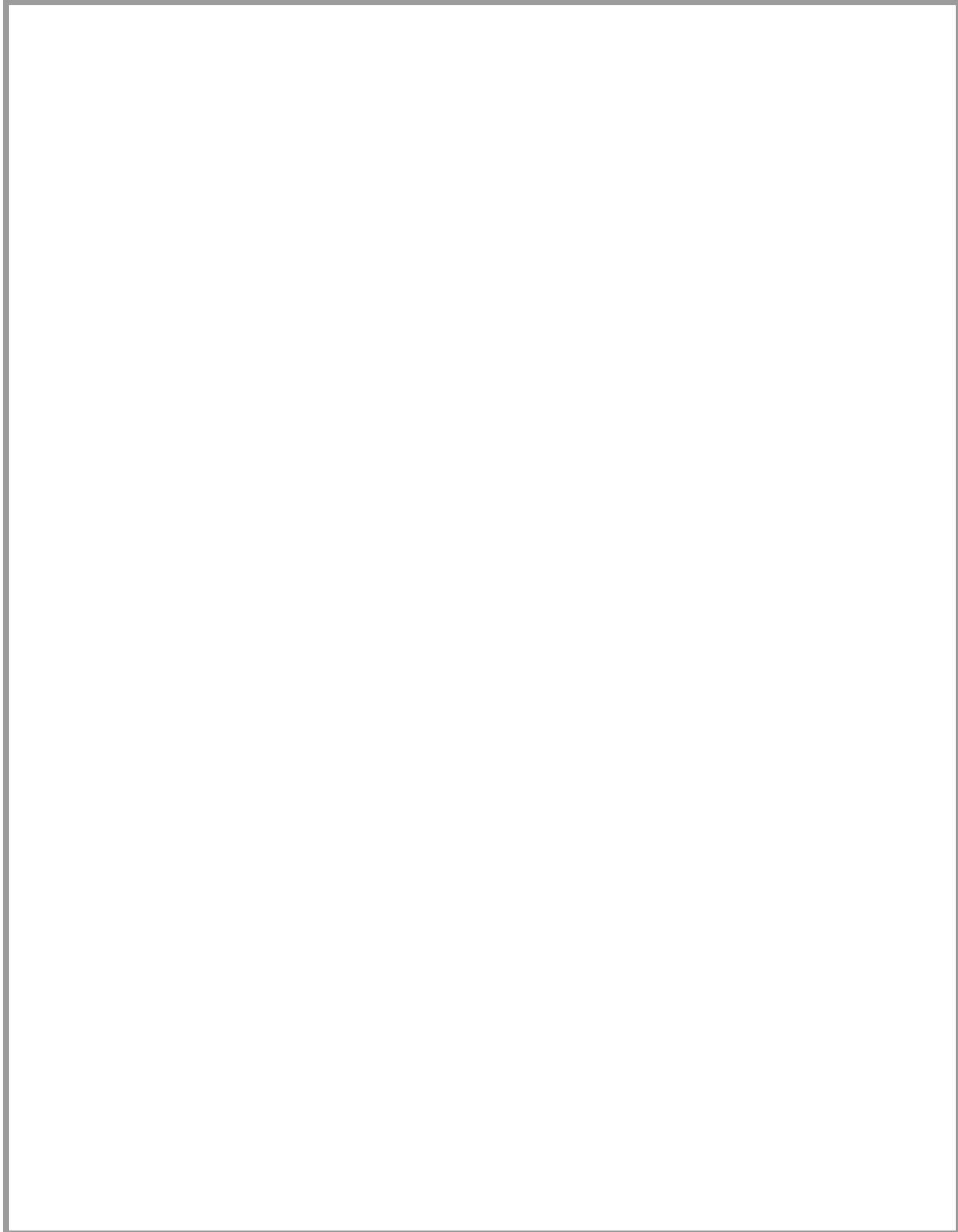
3.04 CLEANING

- A. Wood chips, shavings, sawdust, and other debris shall be swept up and removed from the work area daily prior to the installation of subsequent roofing components.
- B. During the progress of the Work, use all means necessary to prevent the spread of dirt and debris to the building interior.
- C. Clean building interior/attic spaces on a daily basis. In addition, when deck replacement is completed.

3.05 PROTECTION

- A. NONE

END OF SECTION





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ETHYLENE-PROPYLENE-DIENE-MONOMER ROOFING (EPDM)

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. EPDM thermoset single-ply roofing.
 - 2. EPDM membrane flashings.
 - 3. Roof insulation.

1.03 REFERENCES

- A. Publications listed below form a part of this specification to the extent referenced. Publications are referenced in the text by the basic designation only. Editions of applicable publications current on the date of issue of bidding documents apply unless otherwise indicated.
- B. American Society of Civil Engineers (ASCE)
 - 7 Minimum Loads for Buildings and Other Structures, Current Revision.
- C. American Society of Heating, Refrigeration, and Air Conditioning Engineers (ASHRAE)
 - 90.1-2013 Energy Standard for Buildings Except Low-Rise Residential Buildings, Appendix f.
- D. ANSI/SPRI
 - RP-4 Wind Design Standard For Ballasted Single-ply Roofing Systems
 - WD-1 Wind Design Standard for Roofing Assemblies
- E. ASTM International (ASTM):
 - C208 Standard Specification for Cellulosic Fiber Insulating Board
 - C578 Standard Specification for Rigid, Cellular Polystyrene Thermal Insulation
 - C1289 Standard Specification for Faced Rigid Cellular Polyisocyanurate Thermal Insulation Board
 - D41 Standard Specification for Asphalt Primer Used in Roofing, Dampproofing, and Waterproofing.
 - D412 Standard Test Methods for Vulcanized Rubber and Thermoplastic Elastomers-Tension
 - D624 Standard Test Method for Tear Strength of Conventional Vulcanized Rubber and Thermoplastic Elastomers

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- D816 Standard Test Methods for Rubber Cements
- D4263 Standard Test Method for Indicating Moisture in Concrete by the Plastic Sheet Method
- D4637 Standard Specification for EPDM Sheet Used In Single-Ply Roof Membrane
- E96 Standard Test Methods for Water Vapor Transmission of Materials

- F. International Code Council (ICC):
International Building Code (IBC)

- G. National Roofing Contractors Association (NRCA)
Low Slope Roofing and Waterproofing Manual, Current Edition

- H. Underwriters Laboratories (UL):
TGFU R1306 Roofing Systems and Materials Guide
790 Standard Test Method for Fire Tests of Roof Coverings

- I. ANSI/ASHRAE/IESNA
Standard 90.1 (2007) Energy Standard for Buildings Except Low-Rise Residential Buildings

1.04 DEFINITIONS

- A. Roofing Terminology: See ASTM D 1079 and glossary of NRCA's "The NRCA Roofing and Waterproofing Manual" for definitions of terms related to roofing work in this Section

1.05 PERFORMANCE REQUIREMENTS

- A. General Performance: Installed membrane roofing and base flashings shall withstand specified uplift pressures, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other construction defects. Membrane roofing and base flashings shall remain watertight.
- B. Material Compatibility: Provide roofing materials that are compatible with one another under conditions of service and application required, as demonstrated by membrane roofing manufacturer based on testing and field experience.
- C. Roofing System Design: Provide a membrane roofing system that is identical to systems that have been successfully tested by a qualified testing and inspecting agency to resist uplift pressure calculated according to ASCE/SEI 7.

1.06 SUBMITTALS

- A. Submit under provisions of 01 33 00 – Submittal Procedures.



1.07 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A qualified manufacturer that is UL listed for membrane roofing system identical to that used for this Project.
 - 1. Company specializing in manufacturing the products specified in this section with a minimum of 10 years of documented experience.
- B. Installer Qualifications:
 - 1. The installer shall be a firm that is approved, authorized, or licensed by the specified membrane roofing system manufacturer to install the manufacturer's product and that is eligible to receive the specified manufacturer's warranty. The installer shall be the firm submitting the bid form.
 - 2. The company shall be a firm that specializes in performing the work of this section with a minimum of 10 years' experience performing this work.
 - 3. The installer shall submit a copy of certification confirming the bidder's standing as a licensed applicator for the specified manufacturer and their eligibility to receive the specified warranty.
- C. Source Limitations: Obtain all components including roof insulation & fasteners for membrane roofing system from the same manufacturer as membrane roofing or approved by the membrane roofing manufacturer.
- D. Perform work in accordance with NRCA Roofing and Waterproofing Manual and manufacturer's printed instructions.
 - 1. Maintain 1 copy on site.
- E. Pre-installation Roofing Conference: Conduct conference at Project site.
 - 1. Meet with Owner, Consultant, Owner's insurer if applicable, testing and inspecting agency representative, roofing installer, roofing system manufacturer's representative, deck. The installer, and installers whose work interfaces with or affects roofing, including installers of roof accessories and roof-mounted equipment.
 - 2. Review methods and procedures related to roofing installation, including manufacturer's written instructions.
 - 3. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
 - 4. Examine deck substrate conditions and finishes for compliance with requirements, including flatness and fastening.
 - 5. Review structural loading limitations of roof deck during and after roofing.
 - 6. Review base flashings, special roofing details, roof drainage, roof penetrations, equipment curbs, and condition of other construction that will affect the roofing system.
 - 7. Review governing regulations and requirements for insurance and certificates if applicable.
 - 8. Review temporary protection requirements for roofing system during and after installation.
 - 9. Review roof observation and repair procedures after roofing installation.

1.08 DELIVERY, STORAGE, AND HANDLING

- A. Deliver roofing materials to Project site in original containers with seals unbroken and labeled with manufacturer's name, product brand name and type, date of manufacture, approval or listing agency markings, and directions for storing and mixing with other components.
- B. Store liquid materials in their original undamaged containers in a clean, dry, protected location and within the temperature range required by the roofing system manufacturer.
 - 1. Protect stored liquid material from direct sunlight.
 - 2. Discard and legally dispose of liquid material that cannot be applied within its stated shelf life.

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- C. Protect roof insulation materials from physical damage and deterioration by sunlight, moisture, soiling, and other sources. Store in a dry location. Comply with the insulation manufacturer's written instructions for handling, storing, and protecting during installation.
- D. Handle and store roofing materials and place equipment in a manner to avoid permanent deflection of the deck.

1.09 PROJECT CONDITIONS

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit the roofing system to be installed according to the manufacturer's written instructions and warranty requirements.
- B. Coordination: Coordinate the work with the installation of associated counter flashings installed by other sections as the work of this section proceeds.
- C. Safety Data Sheets (SDS) must be on location at all times during the transportation, storage, and application of materials.
- D. When positioning membrane sheets, exercise care to locate all field splices away from low spots and out of drain sumps. All field splices should be shingled to prevent bucking of water.
- E. When loading materials onto the roof, the Authorized Roofing Applicator must comply with the requirements of the building owner to prevent overloading and possible disturbance to the building structure.
- F. Proceed with roofing work only when weather conditions comply with the manufacturer's recommended limitations, and when conditions will permit the work to proceed in accordance with the manufacturer's requirements and recommendations.
- G. Proceed with work so new roofing materials are not subject to construction traffic. When necessary, new roof sections shall be protected and inspected upon completion for possible damage.
- H. Provide protection, such as 3/4 inch thick plywood, for all roof areas exposed to traffic during construction. Plywood must be smooth and free of fasteners and splinters.
- I. The surface on which the insulation or roofing membrane is to be applied shall be clean, smooth, dry, and free of projections or contaminants that would prevent proper application of or be incompatible with the new installation, such as fins, sharp edges, foreign materials, oil, and grease.
- J. New roofing shall be complete and weathertight at the end of the workday.
- K. Contaminants such as grease, fats, and oils shall not be allowed to come in direct contact with the roofing membrane.

1.10 FIELD CONDITIONS

- A. Field verify locations and dimensions of items critical to the design, fit, or assembly of the work of this section. Complete field dimension prior to fabrication of components. Verify field measurements are as indicated in shop drawings.

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1.11 WARRANTY

- A. Special Warranty: Manufacturer's standard form, without monetary limitation, in which manufacturer agrees to repair or replace components of membrane roofing system that fail in materials or workmanship within the specified warranty period.
 - 1. Special warranty includes membrane roofing, base flashings, roof insulation, fasteners, cover boards, substrate board, roofing accessories, and other components of the membrane roofing system, including workmanship of the installation.
 - a. **Warranty Period: Twenty (20) years.**
- B. Special Project Warranty: Submit roofing installer's warranty, on warranty form at end of this Section, signed by Installer, covering Work of this Section, including all components of membrane roofing system such as membrane roofing, base flashing, roof insulation, fasteners, cover boards, substrate boards, vapor retarders, roof pavers, and walkway products, for the following warranty period:
 - 1. Warranty Period: Two (2) Years from date of Substantial Completion.

PART 2 – PRODUCTS

2.01 EPDM MEMBRANE ROOFING

- A. EPDM: ASTM D 4637, Type I, non-reinforced, uniform, flexible EPDM sheet.
 - 1. Acceptable manufacturers:
 - a. Firestone Building Products
 - b. Carlisle SynTec Incorporated
 - c. Versico
 - 2. Thickness: 60 mils nominal.
 - 3. Type: Low Slope Fire Retardant
 - 4. Exposed Face Color: Black.
- B. Note: a self-adhered EPDM membrane would also be acceptable, provided it meets all other specified requirements.

2.02 AUXILIARY MEMBRANE ROOFING MATERIALS

- A. General: Auxiliary membrane roofing materials recommended by roofing system manufacturer for the intended use and compatible with membrane roofing.
 - 1. Liquid-type auxiliary materials shall comply with VOC limits of authorities having jurisdiction or building owner's preference.
 - 2. Adhesives and sealants that are not on the exterior side of the weather barrier shall comply with the following limits for VOC content when calculated according to 40 CFR 59, Subpart D (EPA Method 24):
 - a. Plastic Foam Adhesives: 50 g/L.
 - b. Gypsum Board and Panel Adhesives: 50 g/L.
 - c. Multipurpose Construction Adhesives: 70 g/L.
 - d. Fiberglass Adhesives: 80 g/L.
 - e. Contact Adhesive: 80 g/L.
 - f. Single-Ply Roof Membrane Sealants: 450 g/L.
 - g. Non membrane Roof Sealants: 300 g/L.
 - h. Sealant Primers for Nonporous Substrates: 250 g/L.
 - i. Sealant Primers for Porous Substrates: 775 g/L.
 - j. Other Adhesives and Sealants: 250 g/L.
- B. Sheet Flashing: 60-mil thick EPDM, partially cured or cured, according to application.
- C. Bonding Adhesive: Manufacturer's standard, solvent, or water-based as required by Owner.

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- D. Seaming Material: Manufacturer's standard, synthetic-rubber polymer primer, and 3-inch- (75-mm-) wide minimum, butyl splice tape with release film.
- E. Lap Sealant: Manufacturer's standard, single-component sealant, colored to match membrane roofing.
- F. Water Cutoff Mastic: Manufacturer's standard butyl mastic sealant.
- G. Metal Termination Bars: Manufacturer's standard, predrilled stainless-steel, or aluminum bars, approximately 1 by 1/8 inch (25 by 3 mm) thick; with anchors.
- H. Miscellaneous Accessories: Provide pourable sealers, preformed cone, and vent sheet flashings, preformed inside and outside corner sheet flashings, reinforced EPDM securement strips, "T-joint" covers, in-seam sealants, termination reglets, cover strips, and other accessories.

2.03 ROOF INSULATION

- A. General: Preformed roof insulation boards manufactured or approved by EPDM membrane roofing manufacturer, selected from manufacturer's standard sizes suitable for application, of thicknesses indicated.
- B. Polyisocyanurate Board Insulation: ASTM C 1289, Type II, Class 1.
 - 1. **Install the insulation system shown and described on the Tapered Insulation Layout within the Construction Drawings.**
 - 2. Provide preformed saddles, crickets, tapered edge strips, and other insulation shapes where indicated for sloping to drain. Fabricate tapered edge strips and other insulation shapes as indicated on Construction Drawings

2.04 INSULATION ACCESSORIES

- A. General: Furnish roof insulation accessories recommended by insulation manufacturer for intended use and compatibility with membrane roofing.
- B. Fasteners: Factory-coated steel fasteners and metal or plastic plates complying with corrosion resistance provisions in FM Approvals 4470, designed for fastening roof insulation, and cover boards to the substrate, and acceptable to roofing system manufacturer.
- C. Bead-applied Adhesive: Insulation manufacturers recommended bead-applied, low-rise, one or multi-component urethane adhesive formulated to attach roof insulation to the substrate.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with the following requirements and other conditions affecting the performance of the roofing system:
 - 1. Verify those roof openings and penetrations are in place and curbs are set and braced and that roof drain bodies are securely clamped in place.
 - 2. Verify that wood blocking, curbs, and nailers are securely anchored to the roof deck at penetrations and terminations and those nailers match thicknesses of insulation.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

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3.02 PREPARATION

- A. The clean substrate of dust, debris, moisture, and other substances detrimental to roofing installation according to the roofing system manufacturer's written instructions. Remove sharp projections.
- B. Prevent materials from entering and clogging roof drains and conductors and from spilling or migrating onto surfaces of other construction. Remove roof-drain plugs when no work is taking place or when rain is forecast.
- C. Complete terminations and base flashings and provide temporary seals to prevent water from entering completed sections of a roofing system at the end of the workday or when rain is forecast. Remove and discard temporary seals before beginning work on adjoining roofing.

3.03 INSULATION INSTALLATION

- A. Coordinate installing membrane roofing system components so insulation is not exposed to precipitation or left exposed at the end of the workday.
- B. Comply with membrane roofing system and insulation manufacturer's written instructions for installing roof insulation.
- C. Install insulation under area of roofing to conform to slopes and thicknesses indicated.
 - 1. Install insulation with end joints staggered between rows, abutting edges and ends between boards.
 - 2. Cut and fit insulation within 1/4 inch (6 mm) of nailers, projections, and penetrations.
 - 3. Fill gaps exceeding 1/4 inch (6 mm) with new insulation of at least 12 inches wide and 12 inches long.
- D. On steel roof decks:
 - 1. Mechanically fasten insulation to the roof deck:
 - a. Secure to substrate using mechanical fasteners specifically designed and sized for fastening specified board-type to the deck type, and acceptable to roofing system manufacturer and installed per the manufacturer's written instructions.
 - b. Fasten as needed to resist wind uplift pressures at corners, perimeters, and field of roof, **but no less than one (1) fastener every 2.66 square feet.**
- E. On concrete roof decks:
 - 1. Adhere the insulation using the specified bead-applied foam adhesive:
 - a. **Adhesive spacing shall be as required by the manufacturer, and as needed to meet uplift requirements, but at a minimum shall be no less than 12" on center**
 - 2. Place temporary weighting atop the placed insulation until the adhesive sets.
- F. Trim surface of insulation and cover board where necessary at roof drains so completed surface is flush and does not restrict flow of water.

3.04 ADHERED MEMBRANE ROOFING INSTALLATION

- A. Place membrane without stretching over the acceptable substrate, and allow to relax a minimum of 30 minutes before bonding.
- B. Start the installation of membrane roofing in presence of the roofing system manufacturer's technical personnel.
- C. Accurately align membrane roofing, without stretching, and maintain uniform side and end laps of minimum dimensions required by the manufacturer. Stagger end laps.

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- D. After making sure the sheet is placed in its final position, fold it back evenly onto itself so as to expose the underside. (Note: The sheet fold should lay smooth so as to minimize the formation of wrinkles during and after installation.)
- E. Sweep the mating surface of the membrane with a stiff broom to remove excess dusting agent (if any) or other contaminants from the mating surface.
- F. Apply bonding adhesive at about the same time to both the exposed underside of the sheet and the substrate to which it will adhere so as to allow approximately the same drying time. Apply bonding adhesive evenly so as to avoid globs.
- G. Apply bonding adhesive and roll the adhesive onto the mating surfaces or spray-on bonding adhesive and then roll out with a solvent resistant paint roller.
- H. Care must be taken not to apply bonding adhesive over an area that is to be later cleaned and spliced to another sheet or flashing.
- I. Apply bonding adhesive in accordance with the manufacturer's specifications. The coverage rate will differ with the variance of substrates and climatic conditions.
- J. Allow bonding adhesive to flash off until tacky. Touch the bonding adhesive surface with a clean, dry finger to be certain that the adhesive does not stick or string. As you are touching the adhesive, pushing straight down to check for stringing, also push forward on the adhesive at an angle to ensure that the adhesive is ready throughout its thickness. If either motion exposes wet or stringy adhesive when the finger is lifted, then it is not ready for mating. Flash off times will vary depending on ambient air conditions.
- K. Starting at the fold, roll the previously coated portion of the sheet into the coated substrate slowly and evenly so as to minimize wrinkles.
- L. To ensure proper contact, compress the bonded half of the sheet to the substrate with a stiff push broom.
- M. Fold the unadhered half of the membrane sheet back onto itself, and repeat the bonding procedure to complete the bonding of the sheet.
- N. Apply membrane roofing with side laps shingled with a slope of the deck where possible.
- O. Seam Installation (Tape): Clean both faces of splice areas, apply splice primer as required, and firmly roll side and end laps of overlapping membrane roofing according to manufacturer's written instructions to ensure a watertight seam installation.
- P. Repair tears, voids, and lapped seams in roofing that does not comply with requirements.
- Q. Spread sealant or mastic bed over deck drain flange at roof drains and securely seal membrane roofing in place with clamping ring.

3.05 BASE FLASHING INSTALLATION

- A. Install sheet flashings and preformed flashing accessories and adhere to substrates according to membrane roofing system manufacturer's written instructions.
- B. Apply bonding adhesive to substrate and underside of sheet flashing at the required rate and allow to partially dry. Do not apply to seam area of flashing.
- C. Flash penetrations and field-formed inside and outside corners with cured or uncured sheet flashing.



- D. Clean splice areas, apply splicing cement, and firmly roll side and end laps of overlapping sheets to ensure a watertight seam installation. Apply lap sealant and seal exposed edges of sheet flashing terminations.
- E. Terminate and seal the top of sheet flashings and mechanically anchor to substrate through termination bars.

3.06 FIELD QUALITY CONTROL

- A. Testing: The owner may engage a qualified independent testing agency to perform inspections.
- B. Final Roof Inspection: Arrange for roofing system manufacturer's technical personnel to inspect roofing installation on completion.
- C. Repair or remove and replace components of membrane roofing system where inspections indicate that they do not comply with specified requirements.
- D. Additional inspections, at the Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.

3.07 PROTECTION AND CLEANING

- A. Protect the membrane roofing system from damage and wear during the remainder of the construction period. When remaining construction will not affect or endanger roofing, inspect roofing for deterioration and damage, describing its nature and extent in a written report, with copies to Consultant and Owner.
- B. Correct deficiencies in or remove membrane roofing system that does not comply with requirements, repair substrates, and repair or reinstall membrane roofing system to a condition free of damage and deterioration at time of Substantial Completion and according to warranty requirements.
- C. Clean overspray and spillage from adjacent construction using cleaning agents and procedures recommended by the manufacturer of affected construction.

3.08 ROOFING INSTALLER'S WARRANTY

- A. WHEREAS <Insert name> of <Insert address>, herein called the "Roofing Installer," has performed roofing and associated work ("work") on the following project:
 - 1. Owner: <Insert name of Owner.>
 - 2. Address: <Insert address.>
 - 3. Building Name/Type: <Insert information.>
 - 4. Address: <Insert address.>
 - 5. Area of Work: <Insert information.>
 - 6. Acceptance Date: <Insert date.>
 - 7. Warranty Period: Two (2) Years.
 - 8. Expiration Date: <Insert date.>
- B. AND WHEREAS Roofing Installer has contracted (either directly with Owner or indirectly as a subcontractor) to warrant said work against leaks and faulty or defective materials and workmanship for designated Warranty Period,
- C. NOW THEREFORE Roofing Installer hereby warrants, subject to terms and conditions herein set forth, that during Warranty Period he will, at his own cost and expense, make or cause to be made such repairs to or replacements of said work as are necessary to correct faulty and defective work and as are necessary to maintain said work in a watertight condition.

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D. This Warranty is made subject to the following terms and conditions:

1. Specifically excluded from this Warranty are damages to work and other parts of the building, and to building contents, caused by:
 - a. Lightning;
 - b. Peak gust wind speed exceeding 55mph;
 - c. Fire;
 - d. Failure of roofing system substrate, including cracking, settlement, excessive deflection, deterioration, and decomposition;
 - e. Faulty construction of parapet walls, copings, chimneys, skylights, vents, equipment supports, and other edge conditions and penetrations of the work;
 - f. Vapor condensation on the bottom of roofing; and
 - g. Activity on roofing by others, including construction contractors, maintenance personnel, other persons, and animals, whether authorized or unauthorized by the Owner.
2. When work has been damaged by any of foregoing causes, Warranty shall be null and void until such damage has been repaired by Roofing Installer and until cost and expense thereof have been paid by Owner or by another responsible party so designated.
3. Roofing Installer is responsible for damage to work covered by this Warranty but is not liable for consequential damages to the building or building contents resulting from leaks or faults or defects of work.
4. During the Warranty Period, if Owner allows alteration of work by anyone other than Roofing Installer, including cutting, patching, and maintenance in connection with
5. Penetrations, attachment of other work, and positioning of anything on the roof, this Warranty shall become null and void on date of said alterations, but only to the extent said alterations affect work covered by this Warranty. If Owner engages Roofing Installer to perform said alterations, Warranty shall not become null and void unless Roofing Installer, before starting said work, shall have notified Owner in writing, showing reasonable cause for a claim, that said alterations would likely damage or deteriorate work, thereby reasonably justifying a limitation or termination of this Warranty.
6. During Warranty Period, if the original use of roof is changed and it becomes used for, but was not originally specified for, a promenade, work deck, spray-cooled surface, flooded basin, or other use or service more severe than originally specified, this Warranty shall become null and void on date of said change, but only to the extent said the change affects work covered by this Warranty.
7. The owner shall promptly notify Roofing Installer of observed, known, or suspected leaks, defects, or deterioration and shall afford reasonable opportunity for Roofing Installer to inspect work and to examine evidence of such leaks, defects, or deterioration.
8. This Warranty is recognized to be the only warranty of Roofing Installer on said work and shall not operate to restrict or cut off Owner from other remedies and resources lawfully available to Owner in cases of roofing failure. Specifically, this Warranty shall not operate to relieve Roofing Installer of responsibility for the performance of original work according to requirements of the Contract Documents, regardless of whether Contract was a contract directly with Owner or a subcontract with Owner's General Contractor.

E. IN WITNESS THEREOF, this instrument has been duly executed this <Insert day> day of <Insert month>, <Insert year>.

1. Authorized Signature: <Insert signature>
2. Printed Name: <Insert name>
3. Title:
4. Date of Signature

END OF SECTION

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SHEET METAL FLASHING AND TRIM

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section

1.02 SUMMARY

- A. Section Includes:
 - 1. Formed roof flashing and trim.
 - 2. Formed gutters and downspouts.

1.03 PERFORMANCE REQUIREMENTS

- A. General: Install sheet metal flashing and trim to withstand wind loads, structural movement, thermally induced movement, and exposure to weather without failing, rattling, leaking, and fastener disengagement.
- B. Thermal Movements: Provide sheet metal flashing and trim that allow for thermal movements resulting from the following maximum change (range) in ambient and surface temperatures by preventing buckling, opening of joints, hole elongation, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Provide clips that resist rotation and avoid shear stress as a result of sheet metal and trim thermal movements. Base engineering calculation on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
 - 1. Temperature Change (Range): 120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces.
- C. Water Infiltration: Provide sheet metal flashing and trim that do not allow water infiltration to building interior.

1.04 SUBMITTALS

- A. Product Data: For each type of product indicated. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.
- B. Samples for Verification: For each type of exposed finish required, of size indicated below:
 - 1. Trim: 12 inches (300 mm) long. Include fasteners and other exposed accessories.
 - 2. Accessories: Full-size Sample.

1.05 QUALITY ASSURANCE

- A. Sheet Metal Flashing and Trim Standard: Comply with SMACNA's "Architectural Sheet Metal Manual." Conform to dimensions and profiles shown unless more stringent requirements are indicated.
- B. Pre-installation Conference: Conduct conference at Project site to comply with requirements in Section 01200 "Project Meetings."
 - 1. Meet with Owner, Consultant, Owner's insurer if applicable, Installer, and installers whose work interfaces with or affects sheet metal flashing and trim including installers of other building components.

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2. Review methods and procedures related to sheet metal flashing and trim.
3. Examine substrate conditions for compliance with requirements, including flatness and attachment to structural members.
4. Document proceedings, including corrective measures and actions required, and furnish copy of record to each participant.

1.06 DELIVERY, STORAGE AND HANDLING

- A. Deliver sheet metal flashing materials and fabrications undamaged. Protect sheet metal flashing and trim materials and fabrications during transportation and handling.
- B. Unload, store, and install sheet metal flashing materials and fabrications in a manner to prevent bending, warping, twisting, and surface damage.
- C. Stack materials on platforms or pallets, covered with suitable weathertight and ventilated covering. Do not store sheet metal flashing and trim materials in contact with other materials that might cause staining, denting, or other surface damage.

1.07 COORDINATION

- A. Coordinate installation of sheet metal flashing and trim with interfacing and adjoining construction to provide a leakproof, secure, and noncorrosive installation.
- B. Where sheet metal flashings are incorporated into other building systems, installation shall commence concurrently with the installation of such building components to prevent delays.
- C. Where sheet metal flashings are designed to provide counter flashing, installation shall commence after the installation of other building components has been completed in accordance with the specifications.

1.08 SEQUENCING AND SCHEDULING

- A. Owner will occupy portions of building immediately adjacent to work area. Conduct activities so Owner's operations will not be disrupted. Provide not less than 48 hours' notice to Owner of activities that will affect Owner's operations.

PART 2 – PRODUCTS

2.01 SHEET METALS

- A. Prefinished galvanized: AISA-G90 Extra Smooth, minimum spangle, tension leveled, hot-dipped galvanized steel conforming to ASTM A653:
 1. Finish shall consist of primer on both sides, minimum 0.25-mil thickness, followed by a 70% Kynar 500® resin premium fluoropolymer (PVDF) coating on one side to achieve a 1.0 mil (+/- 0.1-mil) dry-film thickness.
 - a. Manufacturer's standard color which will be selected by the Owner.
- B. Galvanized steel sheet: AISA-G90 Extra Smooth, minimum spangle, tension leveled, hot-dipped galvanized steel conforming to ASTM A653.
- C. Termination bar:
 1. Extruded aluminum compression bar, 0.100-inch minimum thickness and 1-1/4 inch width, with caulking cup.

2.02 UNDERLayment MATERIALS/CONCEALED FLASHING

- A. ASTM D 4637, Type I, non-reinforced, uniform, flexible EPDM sheet

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2.03 FASTENERS

- A. Unless specified otherwise in the Construction Drawings or elsewhere in the project specifications, sheet metal fasteners shall comply with this section.
- B. Fasteners: Wood screws, annular threaded nails, self-tapping screws, self-locking rivets and bolts, and other suitable fasteners designed to withstand design loads:
 - 1. Exposed Screw Fasteners: Heads matching color of sheet metal by means of plastic caps or factory-applied coating. Use only where concealed fasteners cannot be used.
 - a. Sheet Metal to Sheet Metal: Self Drilling, self-tapping, gasketed #10 Hex Washer Head sheet metal screw. Length as required for application, but no less than three threads pitches into metal.
 - b. Sheet Metal to Wood: Gasketed Hex Washer Head wood screw. Size and length as required for application but no less than #10 size and 1 inch in length.
 - c. Sheet Metal to masonry: Corrosion resistant pre-drilled gasketed masonry screws with hex washer head, minimum 3/16" thickness; length to provide embedment as required by fastener manufacturer.
 - 2. Concealed Screw Fasteners:
 - a. Sheet Metal to Sheet Metal: #10 Self Drilling, self-tapping, Phillips Pan Head sheet metal screw. Length as required for application, but no less than three threads pitches into metal.
 - b. Sheet Metal to Wood: #10 Phillips Pan Head Wood Screw. Size and length as required for application, but no less than #10 size and 1 inch in length.
 - c. Sheet Metal to masonry: Corrosion resistant pre-drilled masonry screws with hex washer head, minimum 3/16" thickness; length to provide embedment as required by fastener manufacturer.
 - 3. Nails: for use where roof edge flashing, cleats, and other flashings are fastened to wood substrate and whose nailing flanges are covered by roof materials or finish metal.
 - a. Standard round wire; minimum 12 gauge shank, smooth, barbed or deformed shank, with heads 3/8 inch (9mm) in diameter.
 - b. Length: 1.25-inches
- C. General fastener requirements (unless otherwise noted):
 - 1. Fastener types for given metal types:
 - a. Galvanized or Repainted, Metallic-Coated Steel: Use stainless-steel fasteners.
 - b. Aluminum: Use aluminum or stainless-steel fasteners.
 - c. Stainless Steel: Use stainless-steel fasteners.
- D. Blind Fasteners: High-strength aluminum, galvanized or stainless-steel rivets.

2.04 MISCELLANEOUS MATERIALS

- A. General: Provide materials and types of fasteners, solder, welding rods, protective coatings, separators, sealants, and other miscellaneous items as required for complete sheet metal flashing and trim installation.
- B. Elastomeric Sealant
 - 1. Polyurethane, ASTM C 920, Grade NS, Class 25, Type S.

2.05 FABRICATION, GENERAL

- A. General:
 - 1. Custom fabricate sheet metal flashing and trim to comply with recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to design, dimensions, metal, and other characteristics of item indicated. Shop fabricate items where practicable. Obtain field measurements for accurate fit before shop fabrication.
 - 2. All finish flashings, where applicable, must be fully engaged and continuously crimped onto the underlying cleat.



- 3. All points where the sheet metal flashing ends or transitions into a different flashing detail shall be flashed with a field-formed sheet metal closure. The use of mastic or excessive caulking shall not be acceptable.
- B. Fabricate sheet metal flashing and trim in thickness or weight needed to comply with performance requirements, but not less than that specified for each application and metal.
- C. Fabricate sheet metal flashing and trim without excessive oil canning, buckling, and tool marks and true to line and levels indicated, with exposed edges folded back to form hems.
- D. Sealed Joints: Form nonexpanding but movable joints in metal to accommodate elastomeric sealant to comply with SMACNA recommendations.
- E. Expansion Provisions: Where lapped or bayonet-type expansion provisions in the Work cannot be used, form expansion joints of intermeshing hooked flanges, not less than 1 inch (25 mm) deep, filled with elastomeric sealant concealed within joints.
- F. Conceal fasteners and expansion provisions where possible on exposed-to-view sheet metal flashing and trim, unless otherwise indicated.
- G. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, noncorrosive metal.
 - 1. Thickness: Unless specified otherwise, as recommended by SMACNA's "Architectural Sheet Metal Manual" but not less than thickness of metal being secured.

2.06 ROOF SHEET METAL FABRICATIONS

- A. Cleats:
 - 1. Fabricate in minimum 96-inch (2400-mm) long, but not exceeding 10-foot (3-m) long, sections.
 - 2. Dimensions:
 - a. Fabricate to the profile shown in the Construction Drawings.
 - 3. Fabricate from the following material:
 - a. Galvanized: 22 gauge; 0.0309 (0.784 mm) thick
 - 4. Joint Style:
 - a. Butt, with 1/2" gap between sections.
- B. Metal Edge Flashing (low-slope roof drip edge):
 - 1. Fabricate in minimum 96-inch (2400-mm) long, but not exceeding 10-foot (3-m) long, sections.
 - 2. If required by Construction Drawings, furnish with continuous cleats to support the external vertical leg.
 - 3. Dimensions:
 - a. Fabricate to the profile shown in the Construction Drawings.
 - b. External vertical leg: shall be hemmed and extend down the exterior wall as far as the existing metal flashing.
 - c. Horizontal nailing flange: 4-inch minimum length
 - 4. Fabricate from the following material:
 - a. Prefinished Galvanized: 24 gauge; 0.0239 inch (0.607 mm) thick
 - 5. Joint Style:
 - a. Lap 2-inches (50-mm).
 - 1) At lap, notch the bottom hem of one section 2-inches to accommodate the adjacent section.
 - 2) Apply a continuous bead of sealant between lapped sections.
 - 3) Hook the overlying sheet metal flashing onto the adjacent sheet metal flashing section; creating a 2-inch minimum lap.
 - 4) Lap shall be oriented in the same direction of water run-off.

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C. Counter flashing:

1. Fabricate in minimum 96-inch (2400-mm) long, but not exceeding 10-foot (3-m) long, sections.
2. Fabricate to profile shown in the Construction Drawings
 - a. Ensure counter flashing extends 4" minimum down over flashings/components below.
 - b. Overbend to ensure flashings sits tightly against flashings below.
3. Fabricate from the following material:
 - a. Prefinished Galvanized: 24 gauge; 0.0239 inch (0.607 mm) thick
4. Joint Style:
 - a. Lapped joints:
 - 1) Lap sheet metal sections 2-inches, minimum.
 - 2) At lap, notch the bottom hem of one section 2-inches to accommodate the adjacent section.
 - 3) Apply a continuous bead of sealant between lapped sections.
 - 4) Hook the overlying sheet metal flashing onto the adjacent sheet metal flashing section; creating a 2-inch minimum lap.

D. Skirt/Slip Flashing:

1. Fabricate in minimum 96-inch (2400-mm) long, but not exceeding 10-foot (3-m) long, sections.
2. Dimensions:
 - a. Fabricate to the profile shown in the Construction Drawings.
3. Fabricate from the following material:
 - a. Prefinished Galvanized: 24 gauge; 0.0239 inch (0.607 mm) thick
4. Joint Style:
 - a. Lapped joints:
 - 1) Lap sheet metal sections 2-inches, minimum.
 - 2) At lap, notch the bottom hem of one section 2-inches to accommodate the adjacent section.
 - 3) Apply a continuous bead of sealant between lapped sections.
 - 4) Hook the overlying sheet metal flashing onto the adjacent sheet metal flashing section; creating a 2-inch minimum lap.

E. Shop-Fabricated Gutters:

1. Fabricate in minimum 96-inch (2400-mm) long, but not exceeding 10-foot (3-m) long, sections.
2. Fabricate to dimensions shown on the Construction Drawings and/or as follows:
 - a. Shall be either high-back or low-back style as indicated on the Construction Drawings.
 - b. Shall have a 3:4 depth (face)-to-width ratio; minimum width is 4-inches.
 - c. Front edge of the gutter shall be a minimum of 1-inch lower than the back leg/apron to allow overflow.
 - d. Front face shall be hemmed 1-inch, minimum, to provide strength to the gutter and for attachment of the gutter straps/spreaders/concealed hangers.
3. Fabricate from the following material:
 - a. Prefinished Galvanized: 24 gauge; 0.0239 inch (0.607 mm) thick
4. Accessories:
 - a. Fabricate gutter straps 1-1/2 inches wide from 16 gauge galvanized steel.
 - b. Shop-fabricate sections with corners, end closures or expansion joint closures using the applicable solid joint procedure described below.
 - c. Fabricate downspout outlets to extend 3-inches below gutter.
5. Joint Style:
 - a. Solid joints (prefinished galvanized and aluminum sheet metal):
 - 1) Lap sheet metal sections 2-inches, minimum.
 - 2) Install butyl tape caulk between sections.
 - 3) Fasten with pop-rivets on 2-inch maximum centers.

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F. Downspouts:

1. Fabricate from the following material:
 - a. Prefinished Galvanized: 24 gauge; 0.0239 inch (0.607 mm) thick
2. Fabricate or roll-form:
 - a. Dimension: match existing
 - b. Style:
 - 1) Rectangular
3. Fabricate solid elbow units to extend 6-inches minimum, in each direction, measured from the center of the joint.
4. Joint style:
 - a. Solid joints (prefinished galvanized and aluminum sheet metal):
 - 1) Lap sheet metal sections 2-inches, minimum.
 - 2) Install butyl tape caulk between sections.
 - 3) Fasten with pop-rivets on 2-inch maximum centers.

2.07 FINISHES

- A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
- B. Protect mechanical and painted finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- C. Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Noticeable variations in the same piece are not acceptable. Variations in appearance of other components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

PART 3 – EXECUTION

3.01 EXAMINATION

- A. Examine substrates, areas, and conditions, with installer present, to verify actual locations, dimensions and other conditions affecting performance of work:
 1. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and securely anchored.
 2. Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 INSTALLATION, GENERAL

- A. General: Anchor sheet metal flashing and trim and other components of the Work securely in place, with provisions for thermal and structural movement. Use fasteners, solder, welding rods, protective coatings, separators, sealants, and other miscellaneous items as required to complete sheet metal flashing and trim system:
 1. Torch cutting of sheet metal flashing and trim is not permitted.
- B. Install exposed sheet metal flashing and trim without excessive oil canning, buckling, and tool marks.
- C. Install sheet metal flashing and trim true to line and levels indicated. Provide uniform, neat seams with minimum exposure of solder, welds, and elastomeric sealant.
- D. Install sheet metal flashing and trim to fit substrates and to result in watertight performance. Verify shapes and dimensions of surfaces to be covered before fabricating sheet metal.

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- E. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim. Space movement joints at a maximum of 10 feet (3 m) with no joints allowed within 24 inches (600 mm) of corner or intersection. Where lapped or bayonet-type expansion provisions cannot be used or would not be sufficiently watertight, form expansion joints of intermeshing hooked flanges, not less than 1 inch (25 mm) deep, filled with elastomeric sealant concealed within joints.
- F. Seal joints with elastomeric sealant as required for watertight construction.
 - 1. Where sealant-filled joints are used, embed hooked flanges of joint members not less than 1 inch (25 mm) into sealant. Form joints to completely conceal sealant. When ambient temperature at time of installation is moderate, between 40 and 70 deg F (4 and 21 deg C), set joint members for 50 percent movement either way. Adjust setting proportionately for installation at higher ambient temperatures. Do not install sealant-type joints at temperatures below 40 deg F (4 deg C).

3.03 FABRICATED ROOF FLASHING INSTALLATION

- A. General: Install sheet metal roof flashing and trim to comply with performance requirements, sheet metal manufacturer's written installation instructions, and SMACNA's "Architectural Sheet Metal Manual." Provide concealed fasteners where possible, set units true to line, and level as indicated. Install work with laps, joints, and seams that will be permanently watertight.
- B. Cleats:
 - 1. Install sections in straight lines and fasten to substrate:
 - a. When cleat is fabricated with one nailing flange, fasten with two (2) rows 6-inches on center, staggered, with roofing nails.
 - b. Where cleat has both a vertical and horizontal flange, fasten both flanges at 6-inches on center with roofing nails.
- C. Metal Edge Flashing (low-slope roof drip edge):
 - 1. Set sections in continuous bead of water cut-off mastic on roof membrane.
 - 2. Fasten nailing flange with two (2) rows of roofing nails 6-inches on center; staggered.
- D. Counter Flashing: Coordinate installation of counter flashing with installation of flashing below.
 - 1. Surface-Mounted:
 - a. Fasten to wall at 20-inches on center with color-matched gasketed screws.
 - b. Waterproof with tooled sealant along caulking cup.
 - 2. Reglet-Mounted
 - a. Insert counter flashing in reglet joint.
 - b. Secure in a waterproof manner by means lead anchors at 20-inches on center and sealant.
- E. Skirt/Slip Flashing:
 - 1. Coordinate with installation of flashing below.
 - 2. Secure in a waterproof manner with color-matched gasketed screws placed a minimum of 20 inches on center; minimum two (2) per piece.
- F. Shop fabricated gutters
 - 1. At installation, join main sections using the applicable solid joint procedure described above. In addition:
 - a. Install with expansion joints to create gutter segments sixty feet (60'-0") in length, maximum, with no more than forty feet (40'-0") between the downspout and the gutter end or expansion joint.
 - b. Hang gutter segments with a positive slope-to-drain between the gutter end or expansion joint and the downspout outlet(s).
 - c. Install gutter straps at 24-inches on center.
 - d. Predrill and rivet to outer flange with 1/4-inch stainless steel rivets.
 - e. Fasten to nailer through back leg of gutter with hex head stainless steel weathertite, washered, EPDM gasketed wood screws.

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f. Where required, cut openings and join downspout outlets to bottom of gutter using the applicable solid joint procedure described above.

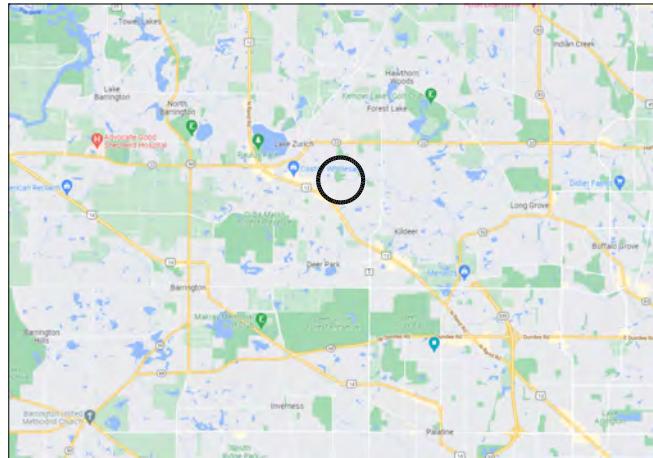
G. Downspouts

1. At installation, join sections using the lapped joint procedure described above.
2. Secure downspouts to wall at 10'-0" on center maximum with straps per approved shop drawings or submittals.
3. Install corners and lengths as needed to ensure downspouts follows the profile of the exterior of the building and/or matches existing downspouts location/direction.

3.04 CLEANING AND PROTECTION

- A. Clean exposed metal surfaces of substances that interfere with uniform oxidation and weathering.
- B. Clean and neutralize flux materials. Clean off excess solder and sealants.
- C. Remove temporary protective coverings and strippable films as sheet metal flashing and trim are installed. On completion of installation, clean finished surfaces, including removing unused fasteners, metal filings, pop rivet stems, and pieces of flashing. Maintain in a clean condition during construction.
- D. Replace sheet metal flashing and trim that have been damaged or that have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.
- E. Repair of deficiencies:
 1. Installation or details noted as deficient during Final Review must be repaired and corrected by Contractor, and made ready for review, within five (5) working days.

END OF SECTION

PROJECT:

BUFFALO CREEK PARK BUILDINGS - ROOF REPLACEMENT
675 OLD MILL GROVE ROAD
LAKE ZURICH, IL 60047

OWNER:

VILLAGE OF LAKE ZURICH
505 TELSER ROAD
LAKE ZURICH, IL 60047

CONSULTANT:

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

IRS JOB #:

18000



SHEET INDEX
A0 - COVER SHEET
A4.0 - ROOF REPLACEMENT SPECIFICATION
A4.1 - TAPERED INSULATION LAYOUT
A5.0 - MEMBRANE DETAILS 1-4
A5.1 - MEMBRANE DETAILS 5-8
A5.2 - MEMBRANE DETAILS 9-11
A6.0 - PERIMETER DETAILS 1-4
A7.0 - DRAINAGE DETAIL 1
A8.0 - PENETRATION DETAILS 1-4
A8.1 - PENETRATION DETAILS 5-8
A8.2 - PENETRATION DETAILS 9-10
A9.0 - SHEET METAL DETAILS 1-4
A9.1 - SHEET METAL DETAIL 5

675 OLD MILL GROVE RD, LAKE ZURICH, IL



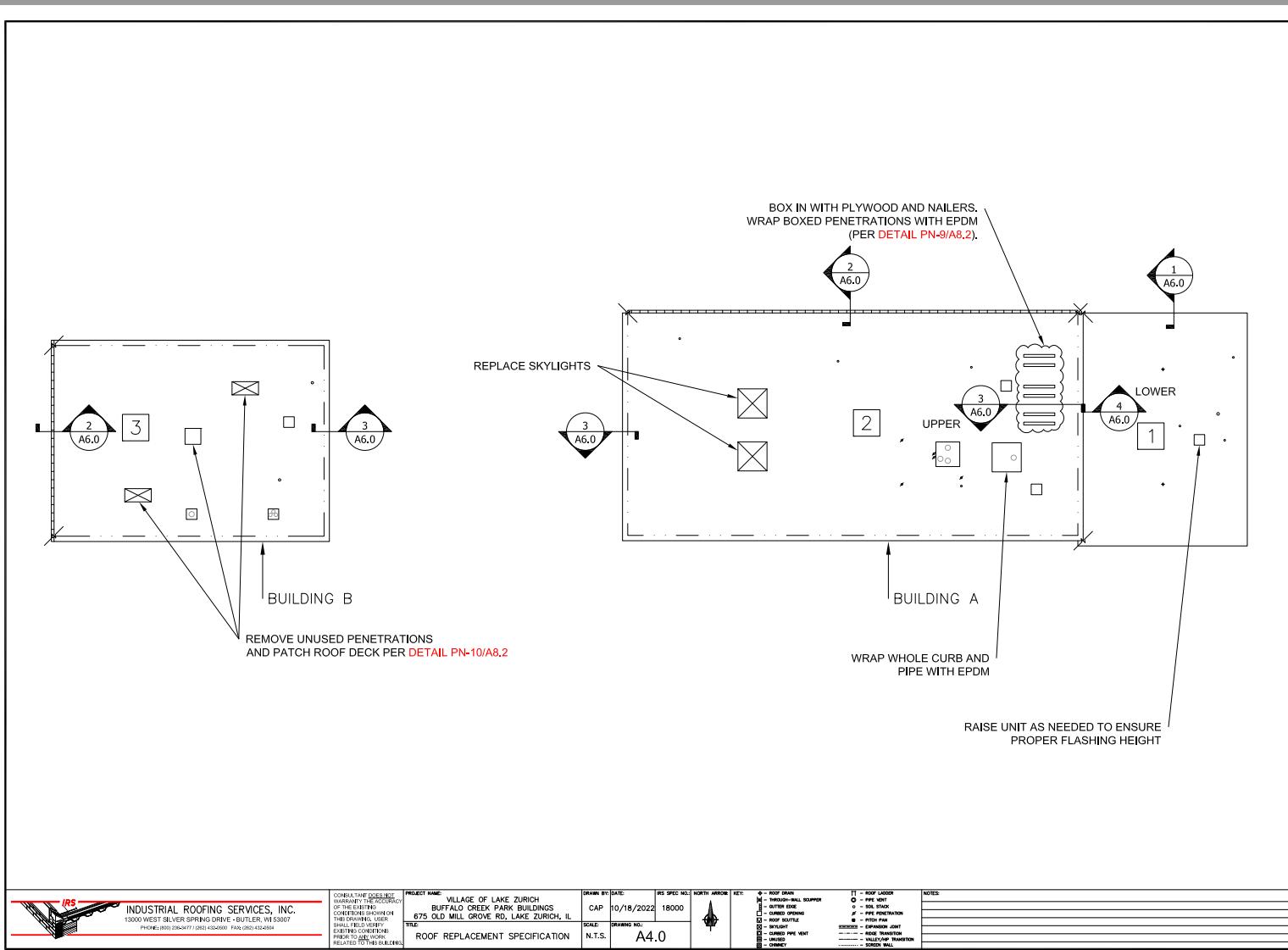
INDUSTRIAL ROOFING SERVICES, INC.
13000 WEST SILVER SPRING DRIVE - BUTLER, WI 53007
PHONE (262) 432-0500 / FAX (262) 432-0500

COMBATIVE COATING
WARRANTY/THE ACCURACY
CONDITIONS SHOWN ON
THE DRAWINGS ARE FOR
SHALL FIELD VERIFY
EATING AND WORKING
RELATED TO THIS BUILDING

PROJECT NAME: VILLAGE OF LAKE ZURICH
BUFFALO CREEK PARK BUILDINGS
675 OLD MILL GROVE RD, LAKE ZURICH, IL
TITLE: COVER SHEET

DRAWN BY: DATE: 10/18/2022
CAP: 18000
DRAWING NO: A0
SCALE: N.T.S.

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



ROOF AREA 1

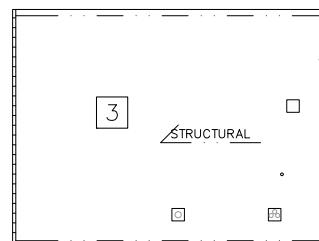
a. INSTALL 4-WAY TAPERED POLYISOCYANURATE INSULATION SYSTEM, AS SHOWN:

1. 8'X8' SUMPS AROUND DRAINS:
 - STARTING THICKNESS AT DRAINS: 1.5"
 - RATE-OF-TAPER: 1/4" PER LINEAL FOOT (FROM 1.5" TO 2.5")
2. FIELD-OF-ROOF (OUTSIDE SUMP AREA)
 - STARTING THICKNESS: 2.5" TO MATCH SUMP
 - RATE-OF-TAPER: 1/8" PER LINEAL FOOT
 - AT OUTSIDE EDGES, INSTALL TAPERED EDGE STRIP AS NEEDED TO MATCH NAILER HEIGHTS, AS SHOWN IN DETAIL P-1/A6.0

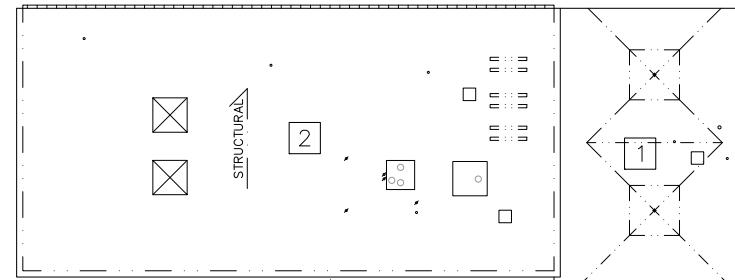
ROOF AREAS 2 & 3

a. INSTALL FLAT-STOCK POLYISOCYANURATE INSULATION SYSTEM

1. INSTALL TWO (2) LAYERS OF 1.5" FLAT STOCK INSULATION (3" TOTAL) OVER THE ENTIRE ROOF AREA
2. INSTALL 1/4" PLF SADDLES ON THE UP-SLOPE SIDE OF ALL CURBS



BUILDING B

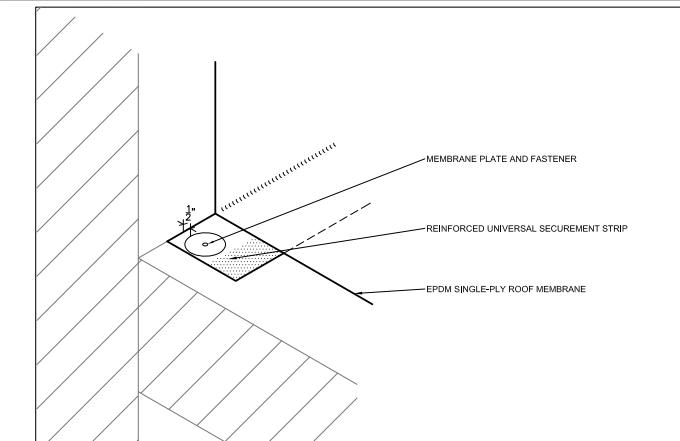


BUILDING A

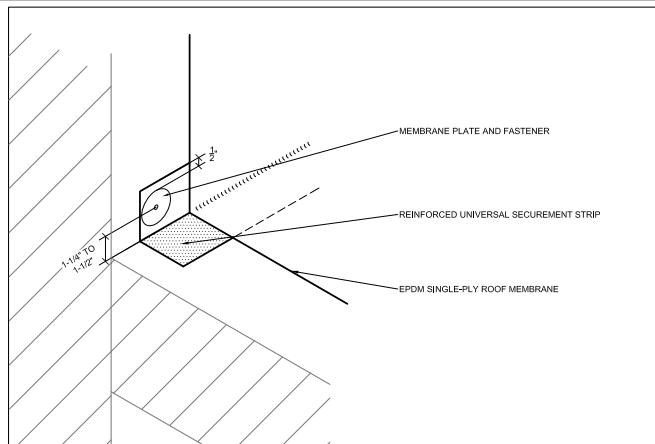


COMBUSTIBLE CEILING
WARRANTY: THE ACCURACY
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THIS DRAWING ARE NOT
SHALL FIELD VERIFIED
BY THE CONTRACTOR
AND ARE FOR INFORMATION
RELATED TO THIS BUILDING.

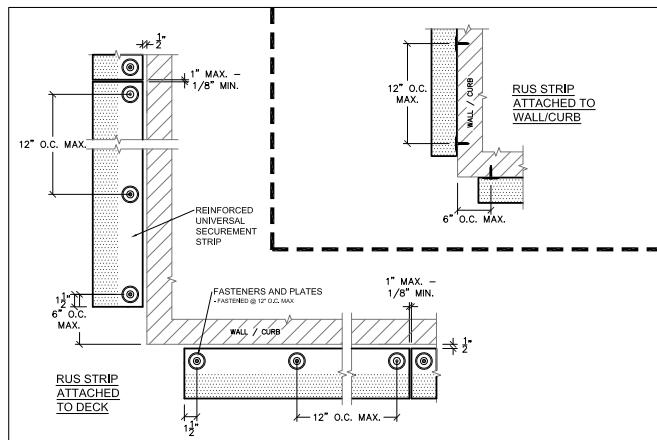
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| TAPERED INSULATION LAYOUT | N.T.S. | | DRAWING NO. | A4.1 | <ul style="list-style-type: none"> ■ - ROOF DRAIN ■ - THROUGH-WALL SPLICER ■ - DRAINED OPENING ■ - ROOF DUTCH ■ - ROOF DOME ■ - DRAINED PIPE VENT ■ - DRAINED PIPE ■ - CHIMNEY ■ - ROOF LADDER ○ - PIPE VENT ○ - DRAINED DOME ■ - PIPE PENETRATION ■ - PIPE DOME ■ - EXPANSION JOINT — - ROOF TRANSITION - SCREEN WALL | |



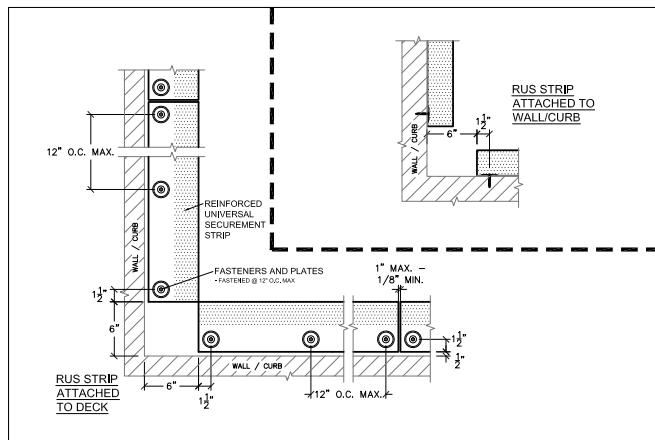
M-1: BASE TIE-IN WITH RUSS AND 2" METAL PLATES FASTENED TO DECK
NOT TO SCALE



M-2: BASE TIE-IN WITH RUSS AND 2" METAL PLATES FASTENED TO WALL OR CURB
NOT TO SCALE



M-3: RUS STRIP LAYOUT AT OUTSIDE CORNER
NOT TO SCALE



M-4: RUS STRIP LAYOUT AT INSIDE CORNER
NOT TO SCALE



COMBINE THE COVERAGE
WARRANTY TO THE ACCURACY
CONDITIONS SHOWN ON
THE ROOFING CONTRACT
SHALL FIELD VERIFY
EXISTING CONDITIONS AND WORKING
RELATED TO THIS BUILDING

PROJECT NAME

VILLAGE OF LAKE ZURICH
BULL CREEK PARK BRICKS
675 OLD MILL GROVE RD, LAKE ZURICH, IL
TITLE MEMBRANE DETAILS

DRAWN BY

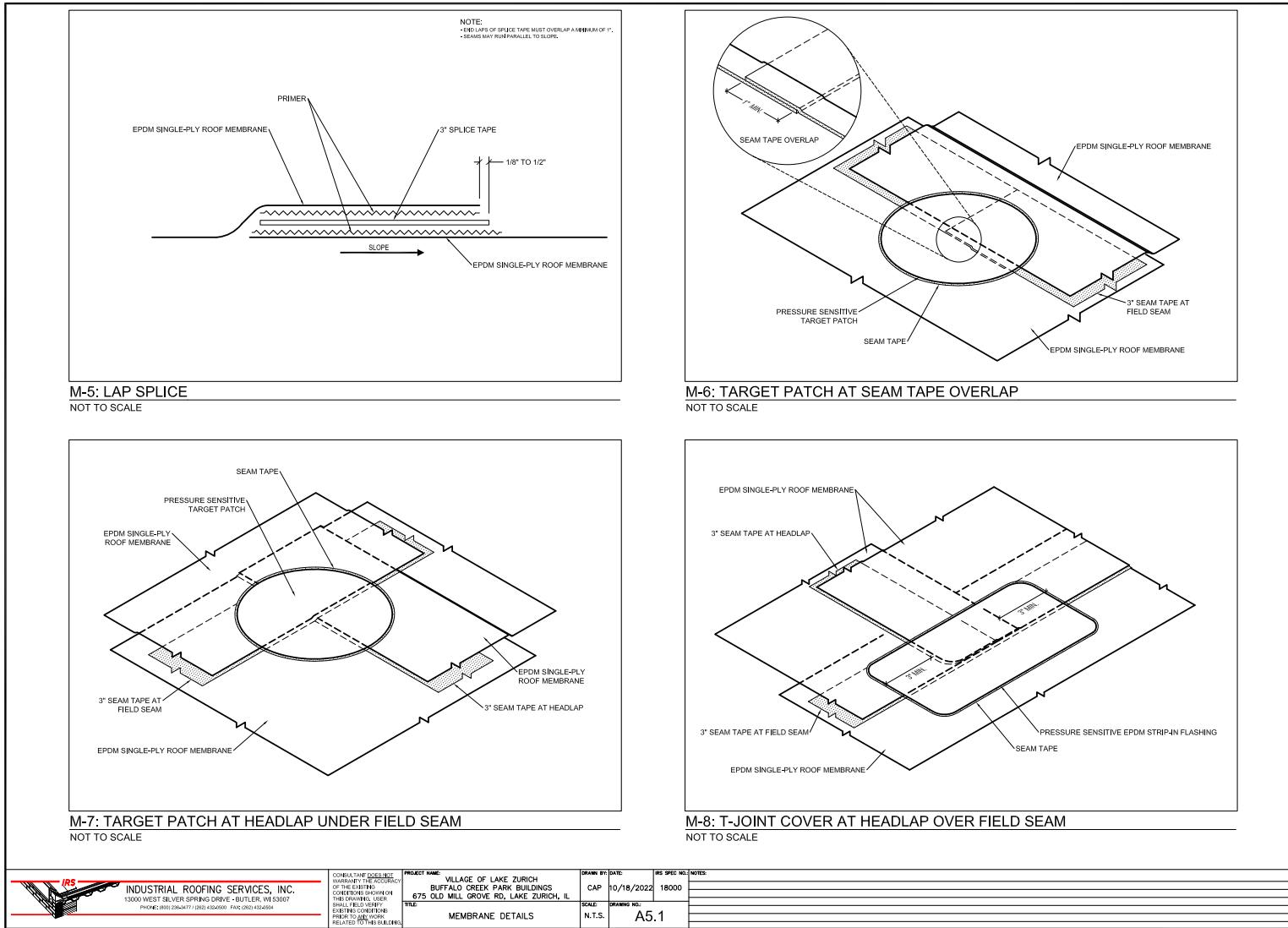
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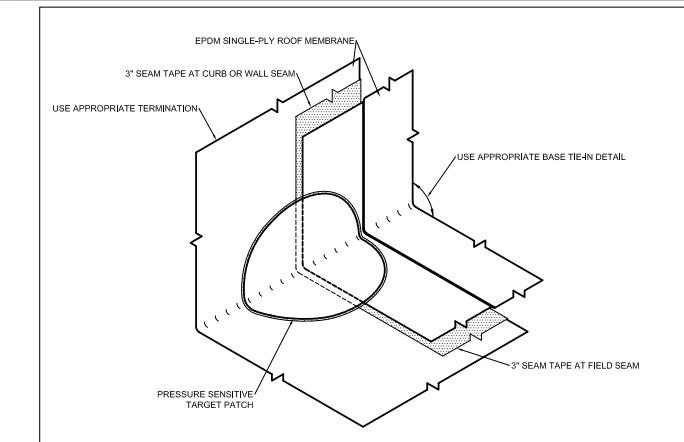
10/18/2022

ISG SPEC NO.

18000

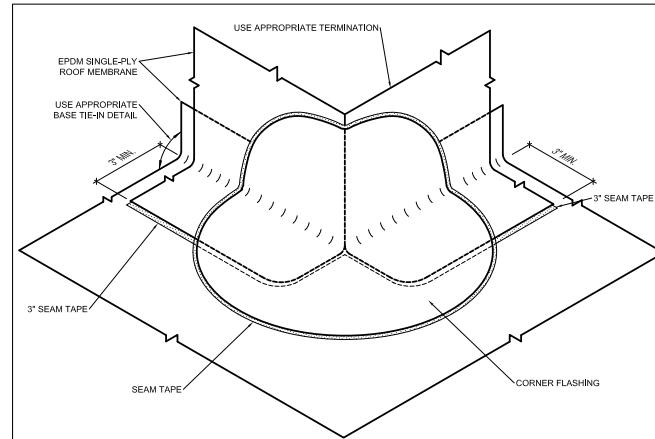
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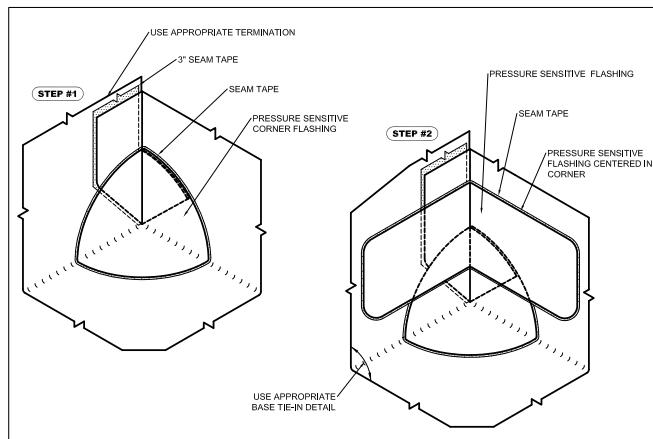
M-9: TARGET PATCH AT BASE TIE-IN LAP SPLICE

NOT TO SCALE



M-10: OUTSIDE CORNER

NOT TO SCALE



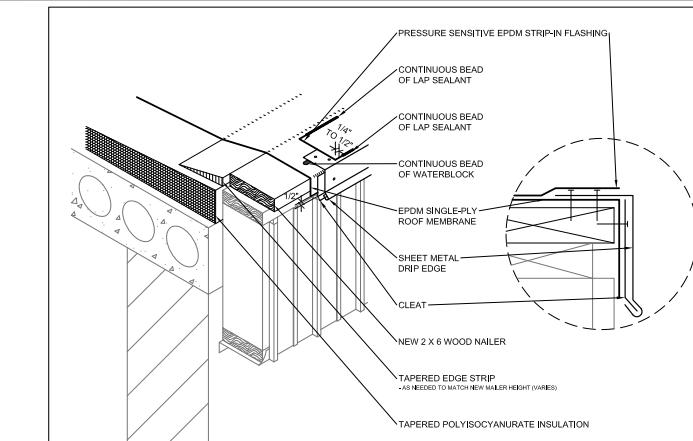
M-11: INSIDE CORNER

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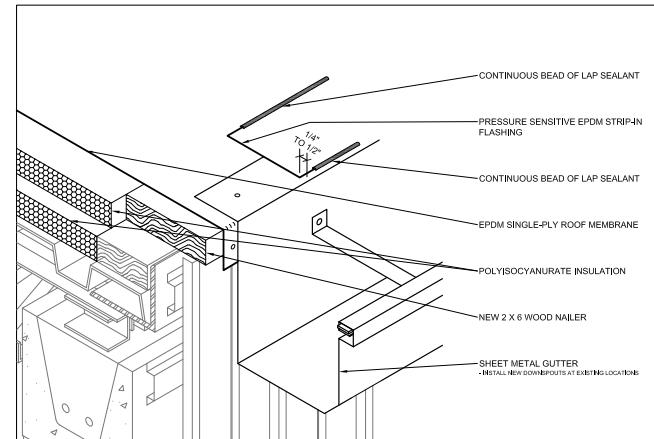
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WARRANTY: THE ACCURACY
OF THE INFORMATION CONTAINED
HEREIN IS NOT GUARANTEED.
CONDITIONS SHOWN ON
THIS DRAWING ARE FOR
GENERAL INFORMATION
ONLY. THE CONTRACTOR
SHALL FIELD VERIFY
EXACT CONDITIONS AND WORK
AS RELATED TO THIS BUILDING.

| PROJECT NAME | DRAWN BY | RS SPEC. NO. | NOTES |
|---|----------|------------------|-------|
| VILLAGE OF LAKE ZURICH BULL CREEK PARK BUILDINGS 675 OLD MILL GROVE RD, LAKE ZURICH, IL | CAP | 10/18/2022 18000 | |
| MEMBRANE DETAILS | SCALE | DRAWING NO. | |
| | N.T.S. | A5.2 | |



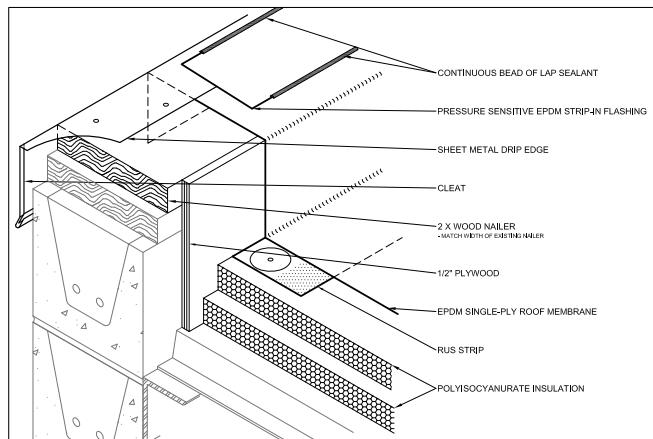
P-1: METAL EDGE (ROOF AREA 1)

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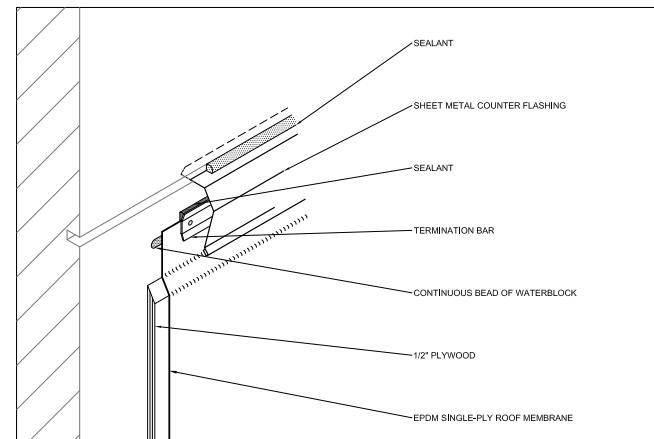
P-2: GUTTER (ROOF AREAS 2 AND 3)

NOT TO SCALE



P-3: LOW-RISE PARAPET WALL (ROOF AREAS 2 AND 3)

NOT TO SCALE



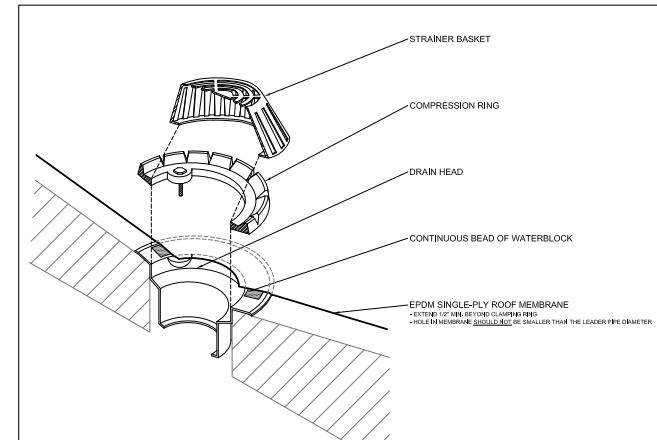
P-4: REGLET MOUNTED COUNTER FLASHING (ROOF AREA 1)

NOT TO SCALE



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WARRANTY THE ACCURACY
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CONDITIONS SHOWN ON
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EXACTLY THE CONDITIONS
AND WORK AREAS
RELATED TO THIS BUILDING.

PROJECT NAME: VILLAGE OF LAKE ZURICH
BUCKLA CREEK PARK BRICKS
675 OLD MILL GROVE RD, LAKE ZURICH, IL
TITLE: PERIMETER DETAILS
DRAWN BY: DATE: 10/18/2022 18000
CAP: DRAWING NO.: A6.0
SCALE: N.T.S.



D-1: ROOF DRAIN

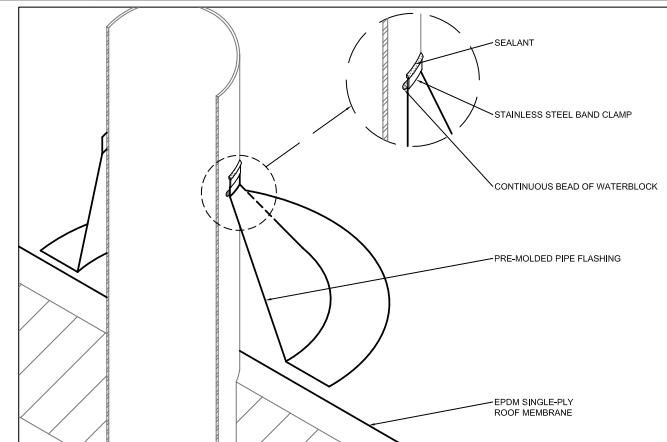
NOT TO SCALE



INDUSTRIAL ROOFING SERVICES, INC.
13000 WEST SILVER SPRING DRIVE - BUTLER, WI 53007
PHONE (262) 294-9777 (800) 454-6601 FAX (262) 454-6604

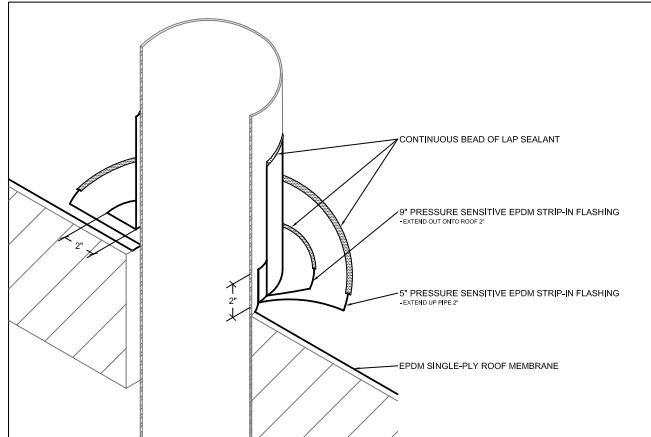
COMPLIANT TO GOING
WARRANTY THE ACCURACY
CONDITIONS SHOWN ON
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SMALL FIELD VERIFICATION
ONLY AND ARE NOT
RELATED TO THIS BUILDING

| PROJECT NAME | DRAWN BY | DATE | IRS SPEC. NO. | NOTES |
|---|----------|-------------|---------------|-------|
| VILLAGE OF LAKE ZURICH BUFFALO CREEK PARK BRICKS 675 OLD MILL GROVE RD, LAKE ZURICH, IL | CAP | 10/18/2022 | 18000 | |
| DRainage DETAILS | SCALE | DRawing NO. | | |
| | N.T.S. | A7.0 | | |



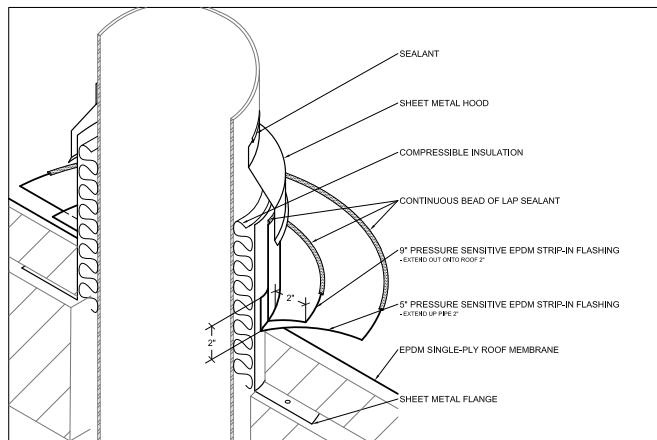
PN-1: ROUND PIPE PENETRATION WITH PIPE BOOT

NOT TO SCALE



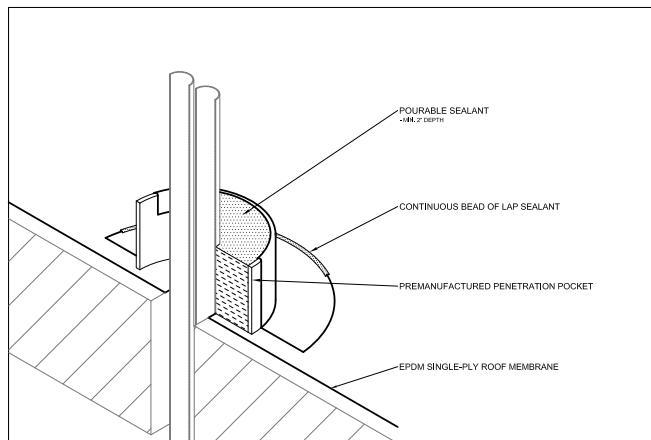
PN-2: ROUND PIPE PENETRATION FIELD WRAPPED

NOT TO SCALE



PN-3: HOT STACK FIELD WRAPPED

NOT TO SCALE



PN-4: PRE-MOLDED PENETRATION POCKET KIT

NOT TO SCALE



COMPLIANT COATING
WARRANTY THE ACCURACY
CONDITIONS SHOWN ON
THE DRAWINGS ARE
SHALL FIELD VERIFY
EXCLUDING WORKING
RELATED TO THIS BUILDING

PROJECT NAME

VILLAGE OF LAKE ZURICH
BULLO CREEK PARK BRICKS
675 OLD MILL GROVE RD, LAKE ZURICH, IL
TITLE: PENETRATION DETAILS

DRAWN BY

DATE

IS SPEC. NO.

NOTES

CAP

10/18/2022

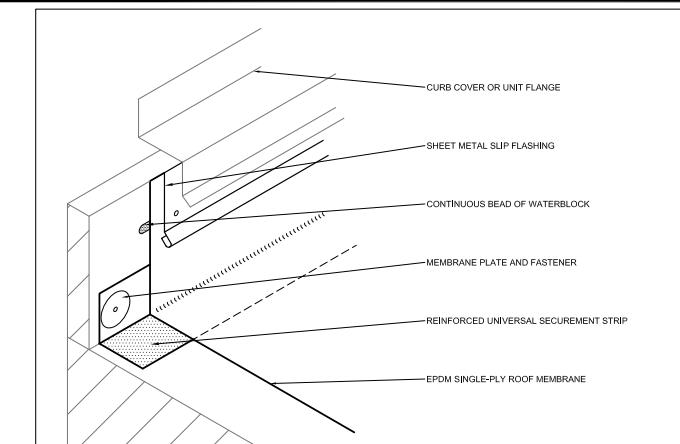
18000

DRAWING NO.

A8.0

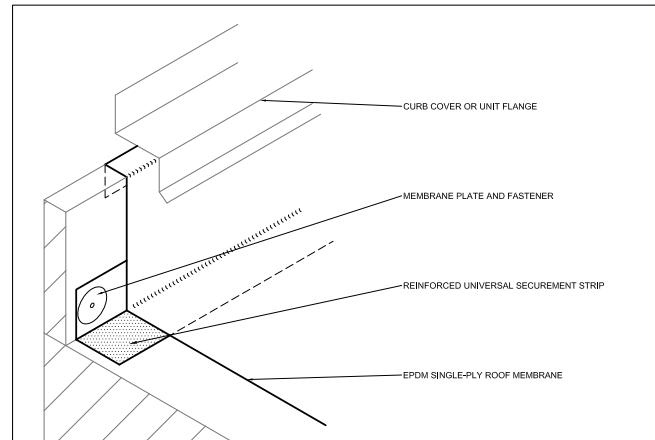
SCALE

N.T.S.



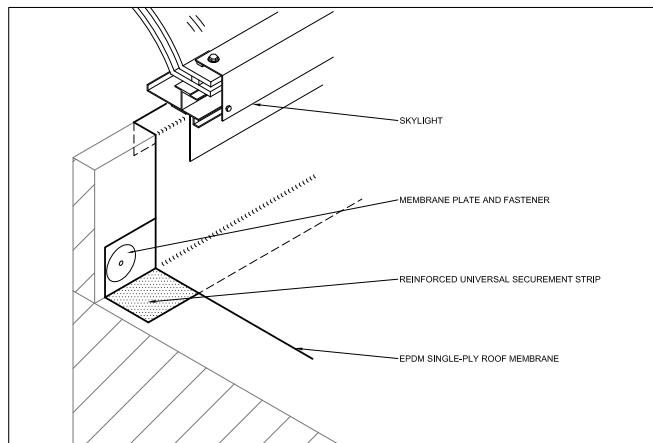
PN-5: CURB WITH SLIP FLASHING

NOT TO SCALE



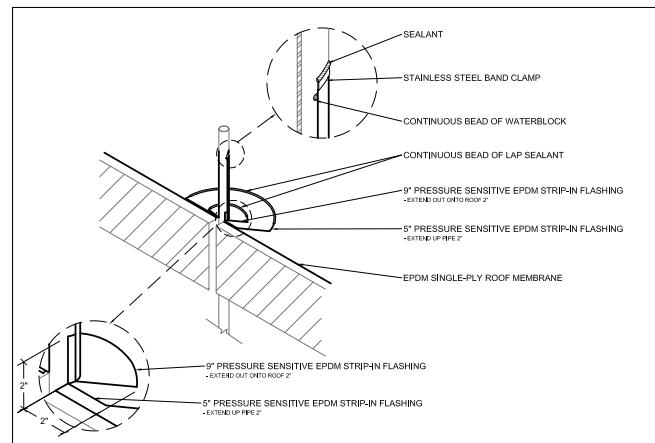
PN-6: CURB WITH EPDM WRAPPED UP AND OVER

NOT TO SCALE



PN-7: CURB MOUNTED SKYLIGHT

NOT TO SCALE



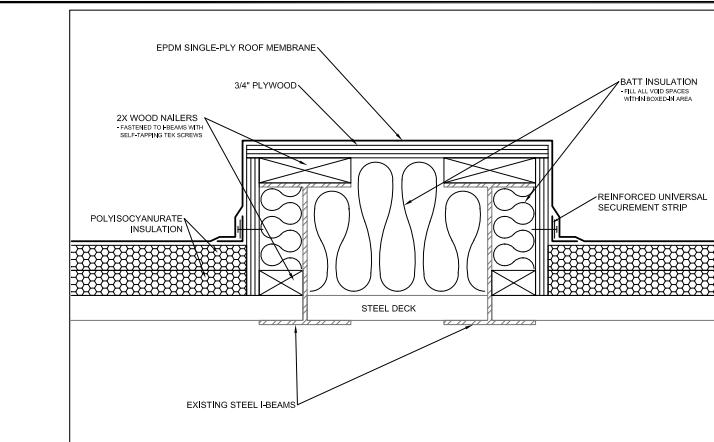
PN-8: FIELD WRAPPED SMALL PIPE

NOT TO SCALE



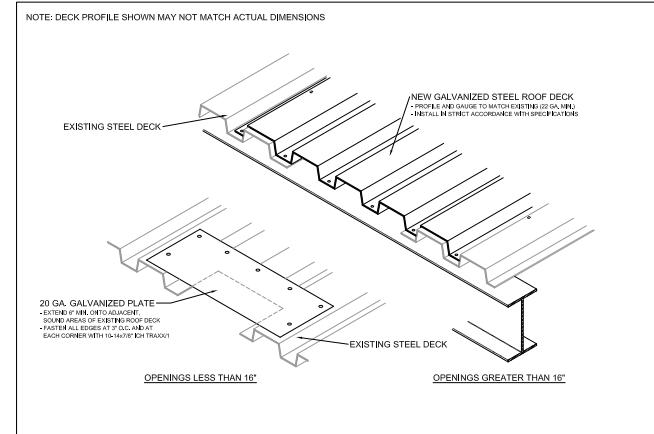
COMPLIANT COATING
WARRANTY THE ACCURACY
OF THE INFORMATION CONTAINED
HEREIN IS NOT GUARANTEED.
THE CONDITIONS SHOWN ON
THIS DRAWING ARE FOR
GENERAL INFORMATION
ONLY AND ARE NOT
SPECIFIC TO THE
CONSTRUCTION AND WORKING
CONDITIONS RELATED TO THIS BUILDING.

PROJECT NAME: VILLAGE OF LAKE ZURICH
BULLO CREEK PARK BRICKS
675 OLD MILL GROVE RD, LAKE ZURICH, IL
DRAWN BY: DATE: 10/18/2022 18000
RS SPEC. NO.: NOTES:
TITLE: PENETRATION DETAILS
SCALE: N.T.S. DRAWING NO.: A8.1



PN-9: EXISTING I-BEAM BOX

NOT TO SCALE



PN-10: STEEL DECK PATCH

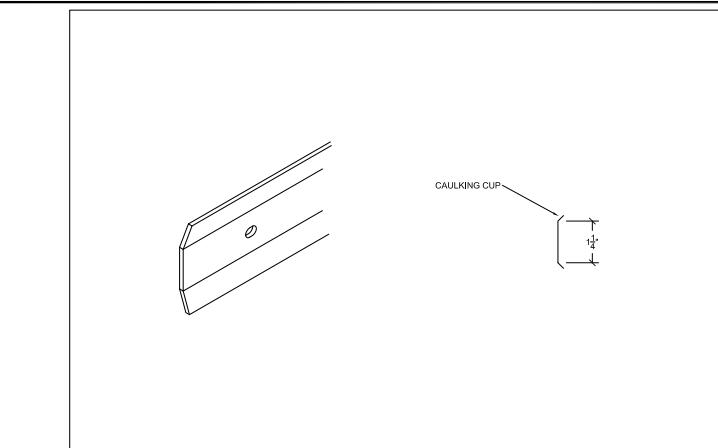
NOT TO SCALE



INDUSTRIAL ROOFING SERVICES, INC.
13000 WEST SILVER SPRING DRIVE - BUTLER, WI 53007
PHONE 262.294.9777 | FAX 262.294.9584

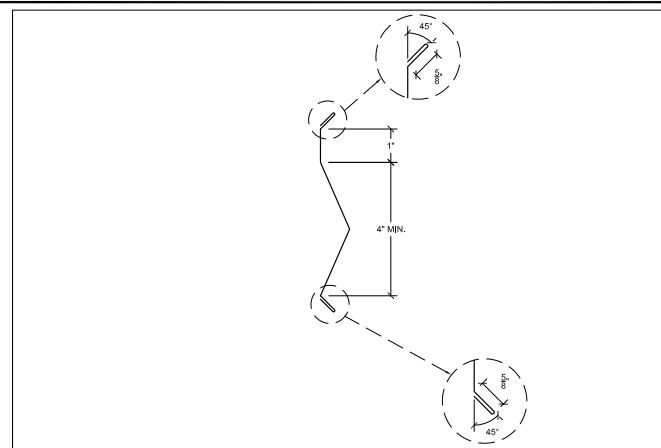
COMPLIANT COATING
WARRANTY THE ACCURACY
CONDITIONS SHOWN ON
THE DRAWINGS ARE FOR
SHALL FIELD VERIFY
EXISTS AND WORKING
RELATED TO THIS BUILDING

| PROJECT NAME | DRAWN BY | IRS SPEC. NO. | NOTES |
|---|----------|------------------|-------|
| VILLAGE OF LAKE ZURICH BULL CREEK PARK BRIDGES 675 OLD MILL GROVE RD, LAKE ZURICH, IL | CAP | 10/18/2022 18000 | |
| TITLE | SCALE | DRAWING NO. | |
| PENETRATION DETAILS | N.T.S. | A8.2 | |



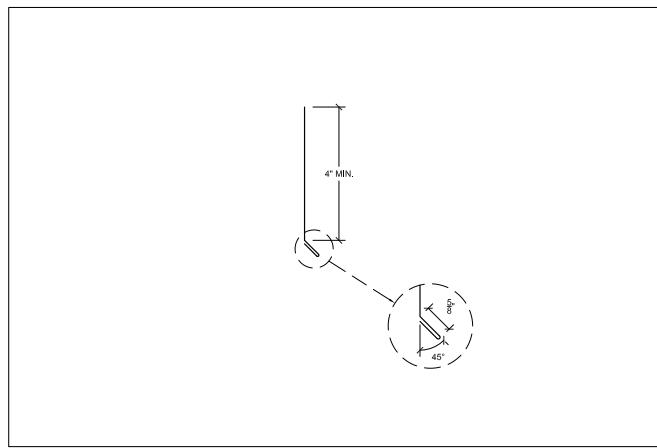
SM-1: TERMINATION BAR

NOT TO SCALE



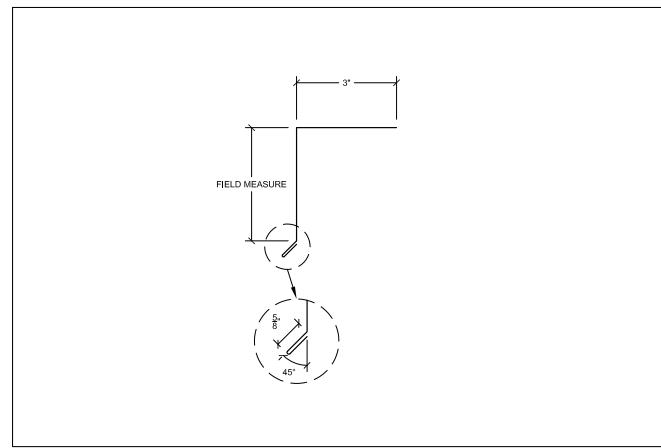
SM-2: SURFACE MOUNTED BENT COUNTER FLASHING PROFILE

NOT TO SCALE



SM-3: SLIP FLASHING PROFILE

NOT TO SCALE



SM-4: DRIP EDGE PROFILE

NOT TO SCALE



COMPLIANT TO:
WARRANTY: THE ACCURACY
CONDITIONS: SHIPPED
SHIPPED: F.O.B. WAREHOUSE
SHIPPING: FED EX
EXTERIOR: EXTERIOR
RELATED TO THIS BUILDING

PROJECT NAME: VILLAGE OF LAKE ZURICH
BUCKLA CREEK PARK BRICKS
675 OLD MILL GROVE RD, LAKE ZURICH, IL
TITLE: SHEET METAL DETAILS

DRAWN BY:

DATE: 10/18/2022

CAP: 18000

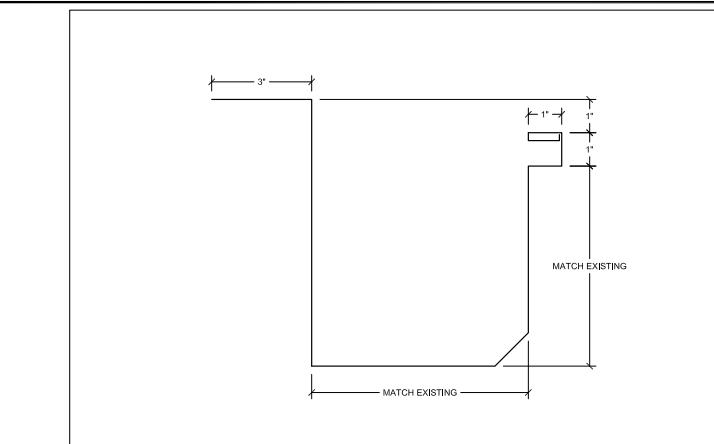
RS SPEC. NO.:

NOTES:

N.T.S.

DRAWING NO.:

A9.0



SM-5: SHOP FABRICATED GUTTER PROFILE

NOT TO SCALE



INDUSTRIAL ROOFING SERVICES, INC.
13000 WEST SILVER SPRING DRIVE - BUTLER, WI 53007
PHONE (262) 254-0777 (800) 454-6601 FAX (262) 454-6601

COMPLIANT TO GOING
WARRANTY THE ACCURACY
CONDITIONS SHOWN ON
THIS DRAWING ARE NOT
SHALL FIELD VERIFY
EXTERIOR AND WORKING
RELATED TO THIS BUILDING

| PROJECT NAME | DRAWN BY | DATE | IRS SPEC. NO. | NOTES |
|--|----------|-------------|---------------|-------|
| VILLAGE OF LAKE ZURICH BULL CREEK PARK BRICKS 675 OLD MILL GROVE RD, LAKE ZURICH, IL | CAP | 10/18/2022 | 18000 | |
| SHEET METAL DETAILS | SCALE | DRAWING NO. | | |
| | N.T.S. | A9.1 | | |



VILLAGE MANAGER'S OFFICE

MONTHLY INFORMATION REPORT

JANUARY 2023

HIGHLIGHTING DATA METRICS
TO IDENTIFY OPERATIONAL TRENDS
AND
FACILITATE INFORMED DECISION MAKING

70 E. MAIN STREET
LAKE ZURICH, IL 60047

A Look Back at January 2023...

Midlothian Manor Redevelopment Outreach Meeting

The Housing Opportunity Development Corporation hosted a public informational meeting at the Hope Collective just outside of Lake Zurich boundaries on Saturday, January 28, 2023 to discuss its proposal to redevelop the existing Midlothian Manor facility at 22843 Lakewood Lane. An FAQ on this proposal is [available online here](#).

Midlothian Manor is currently located outside of Lake Zurich's municipal boundaries and is not subject to the Village's zoning regulations. As part of the redevelopment proposal, the developer is seeking to be annexed into Lake Zurich municipal boundaries.

Annexation of new property into Lake Zurich requires a separate public hearing by the Village Board, in addition to a formal public hearing process at the Planning and Zoning Commission. These Village public hearings are expected to be scheduled once a formal application for annexation and redevelopment is submitted to the Village, which is expected within the next month.

Planet Fitness Begins Operations

In January 2023, the Village issued Planet Fitness at 935 S. Rand Road a temporary occupancy permit to begin operations at this location. The approx. 20,000 square foot space is located within Deerpath Commons Retail Center and was formerly occupied by La-Z-Boy.

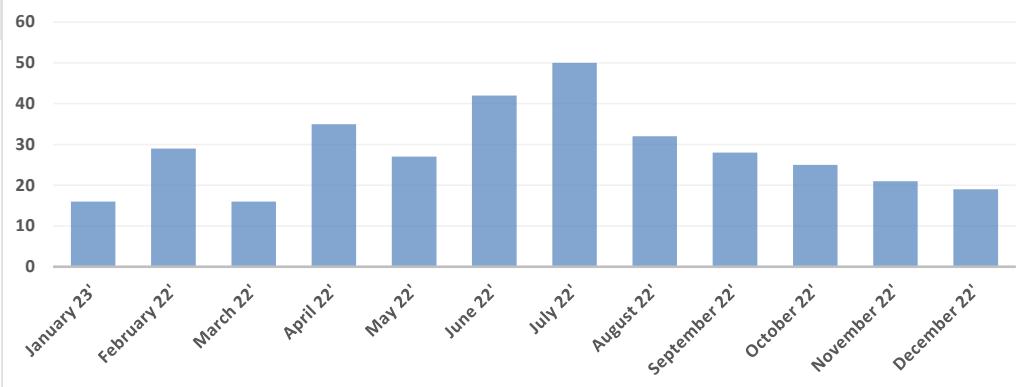
Lake Michigan Water

Village Staff and consultants at CDM Smith continue to collect data for both project studies currently underway. The studies will provide details regarding the potential to change water sources from the Village's current deep well system, to Lake Michigan water.

The next step in this multi-year process is expected to occur in April 2023, when CDM Smith presents to the Village Board its latest data and cost estimates for connecting Lake Zurich to a Lake Michigan water supply.

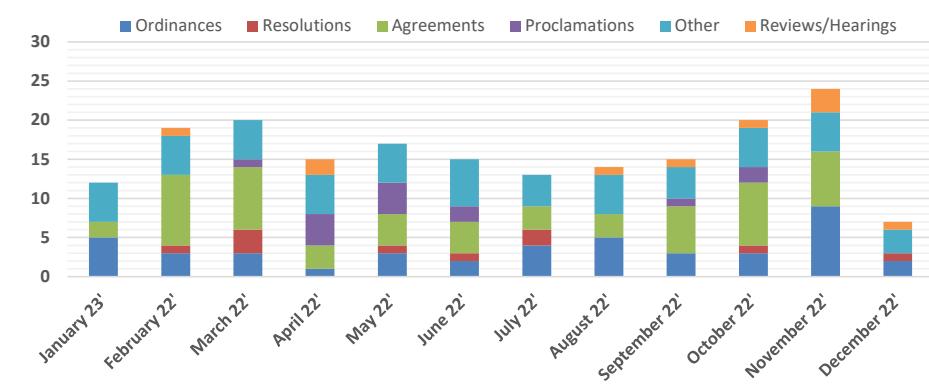
More information on the Lake Michigan water decision is [available here at LakeZurich.org.](#)

New Lake Zurich Households



This metric shows the number of new residential homes occupied. Each month, staff sends new Lake Zurich residents a Village welcome packet that provides valuable information to those who are not familiar with the Lake Zurich area or the services offered by their local government. This metric does not include tenets in rental units, but only new single residential owners.

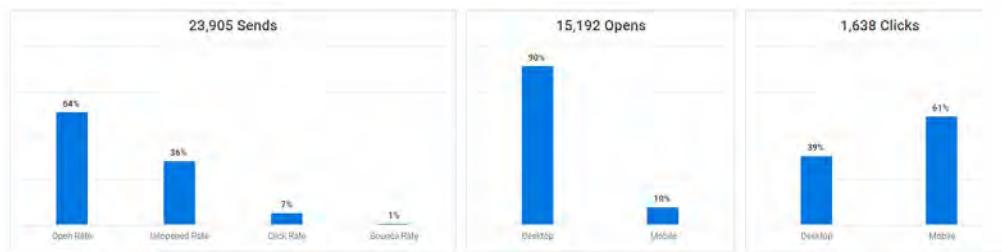
Village Board Agenda Items



This metric shows the number of action items included on Village Board meeting agendas. As the local legislative governing body, the number of items acted upon by the Village Board has a direct input on Lake Zurich's strategic orientation. This data can be useful in decisions regarding meeting frequency, legislative workload, agenda preparation, activity levels, etc.

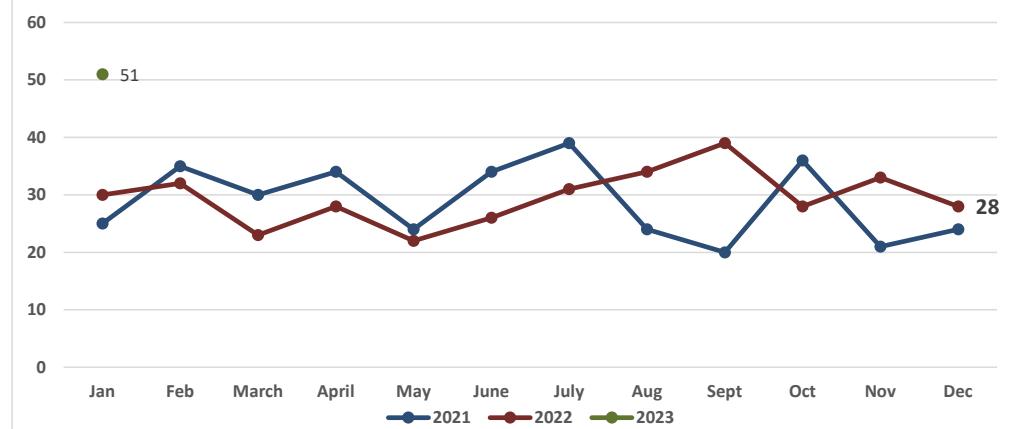
Average length of regular January Village Board meetings: 61 minutes

Benchmarks Engagement

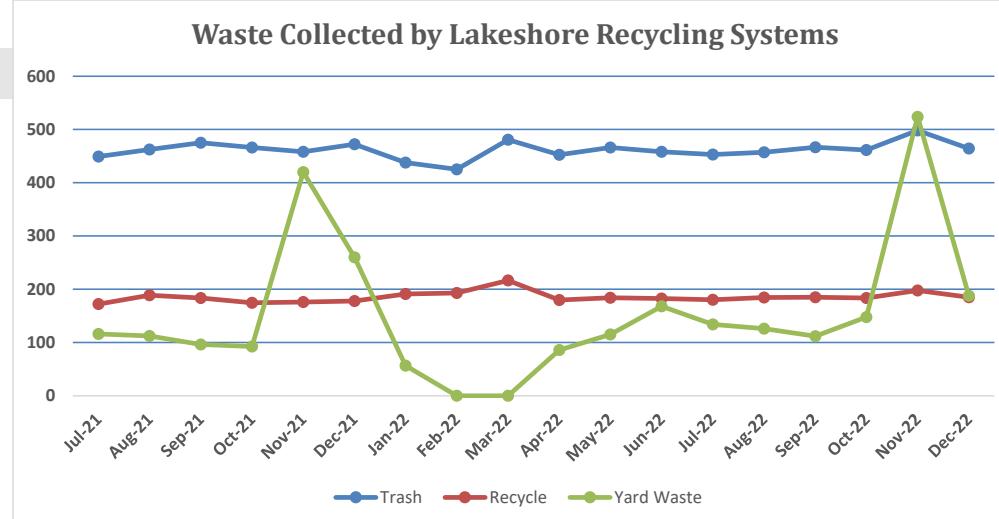


Benchmarks is the official Village e-newsletter that is a central communication device for the community. This graph shows *Benchmarks* rates over the past month. From an initial subscription rate of 756 in July 2013, *Benchmarks* now has around 6,000 subscribers.

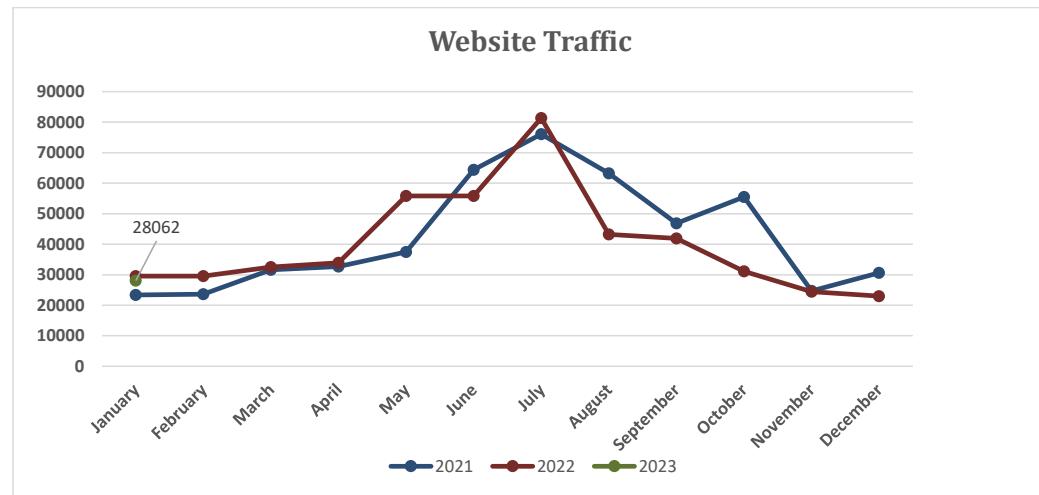
FOIA Requests Village-Wide



Open and honest government is a cornerstone of American democracy. The Freedom of Information Act is intended to ensure that members of the public have access to information about their government and its decision-making processes. This graph includes all of the FOIA requests received Village-wide among all departments.

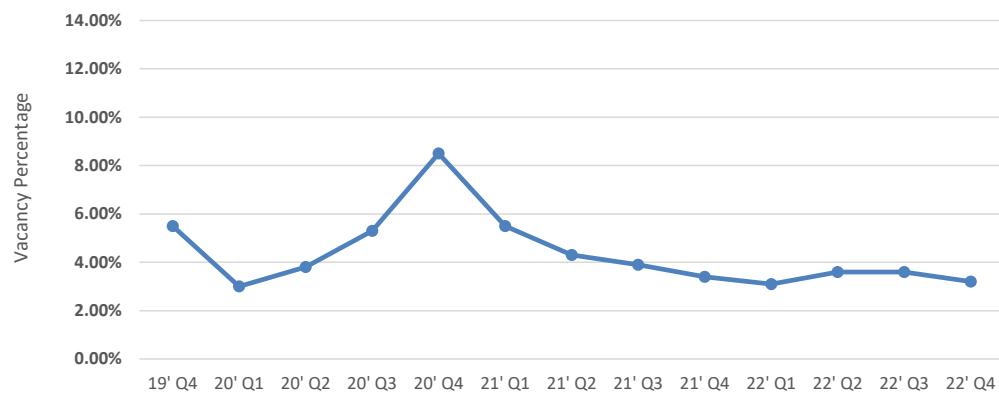


Prairieland Disposal began service to Lake Zurich in September 2020. Lakeshore Recycling Systems (LRS) took over service in October 2021. The above metric reports the volume of waste collected each month including trash, recycling, and yard waste. This metric is updated once per quarter. *Trash* and *Recycling* is reported in tons while *Yard Waste* is reported in cubic yards.



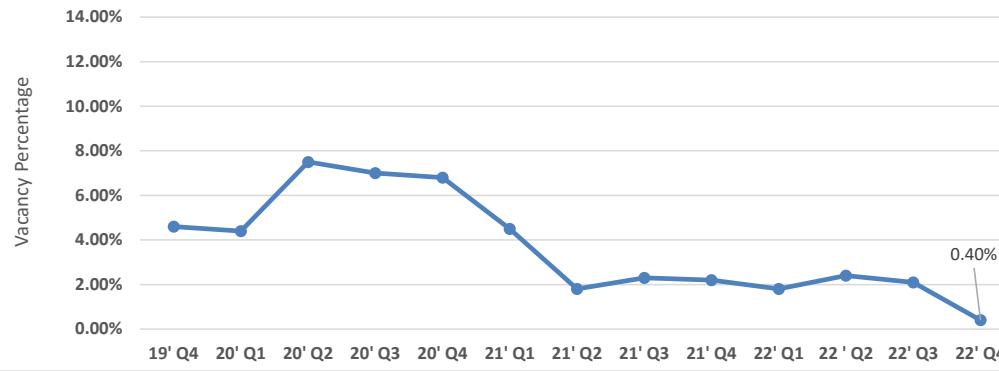
This data represents the number of visits to LakeZurich.org. A digital presence for Lake Zurich is important for government transparency and providing resident-oriented service. E-government can also improve the overall democratic process by increasing collaboration with citizens and facilitating decision-making. This metric tracks the number of visits to LakeZurich.org. **Most Visited Page for January: LZ Home Page. Most Used Search Term: Employment**

Retail Vacancy Q4 2022

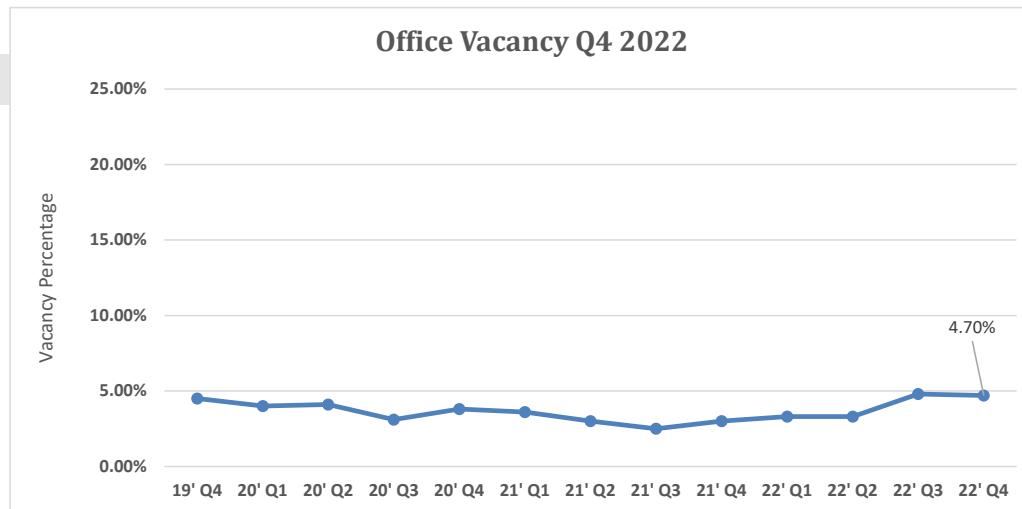


The Lake Zurich retail vacancy rate decreased in the fourth quarter of 2022 from 3.6% to 3.2% vacant compared to the third quarter (*based on Lake County Partners data*). As of December 31, 2022, there was 83,889 square feet of retail space reported vacant in Lake Zurich, with average rates at \$17.42 per square foot (nnn).

Industrial Vacancy Q4 2022

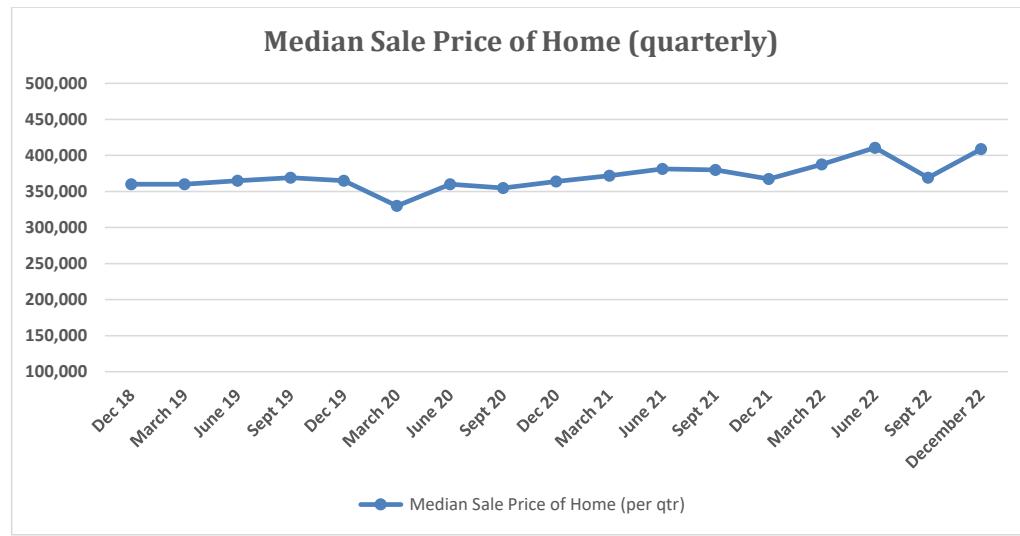


The Lake Zurich industrial vacancy rate decreased to 0.4% in Quarter 4 of 2022 compared to Quarter 3 when 2.1% was reported vacant (*based on Lake County Partners data*). As of December 31, 2022, there was 122,480 square feet of industrial space reported vacant in Lake Zurich, with average rates at \$6.95 per square foot (nnn).



The Lake Zurich office vacancy rate remained flat at 4.7% in Quarter 4 of this year compared to Quarter 3 (based on Lake County Partners data). As of December 31, 2022, there was 18,464 square feet of office space reported vacant in Lake Zurich, with average rates at \$26.74 per square foot (full service).

Real Estate Housing Trends – Residential Inventory



The chart *above* reports the recent trend for median sale price of Lake Zurich houses. The prices are reported by quarter.

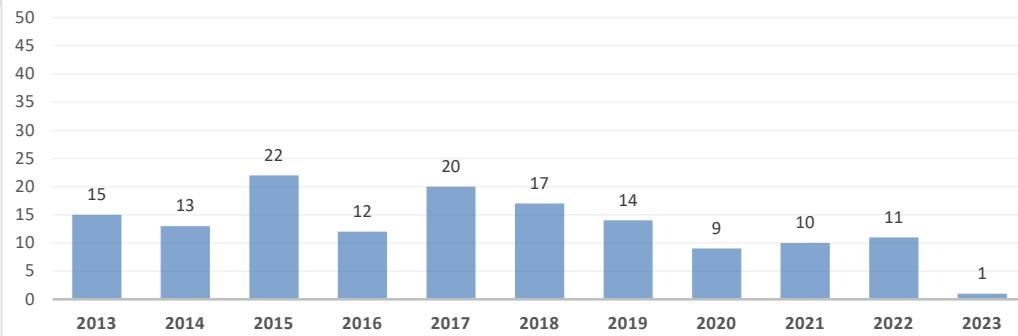
The monthly snapshot *below* reports more details about the residential real estate market for the most recent month.

January Snapshot of Real Estate Trends

| | |
|--------------------------|-----------|
| Homes Reported for Sale: | 38 |
| Median Sale Price: | \$365,150 |
| Median Days on Market: | 68 |
| Number of Homes Sold: | 12 |

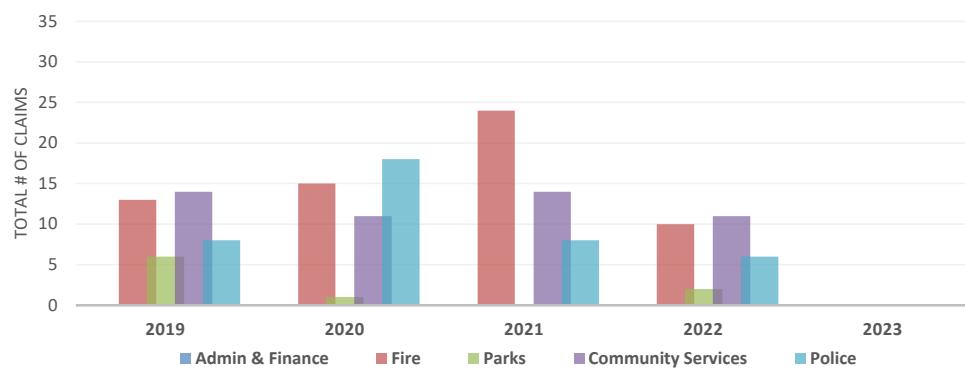
*Source: Redfin Corporation

General Liability Claims -Total Incidents (Year-to-Date)

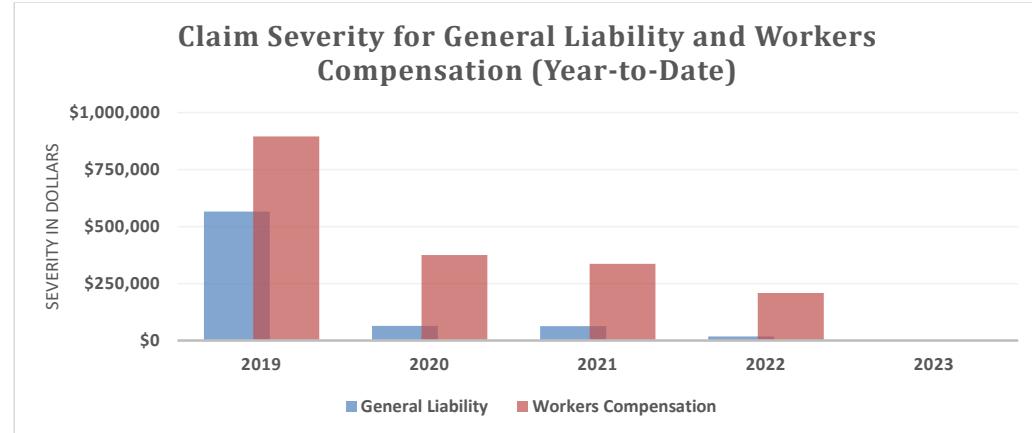


Risk management insurance coverage is provided by the Intergovernmental Risk Management Agency, a risk sharing pool of approximately 70 local municipalities and special service districts, which have joined together to manage and fund their property/casualty/workers' compensation claims. This metric reports total General Liability claims (both open and closed claims) in all departments since January 1st.

Claim Frequency By Department (Year-to-Date)



Loss prevention programs and a culture of safety that encourages safe work practices will decrease claim frequency rates. This data shows the total number of claims by department updated quarterly, which is an aggregate number of the following claim types: Auto Liability, Auto Physical Damage, General Liability, Property Damage, and Workers Compensation. It is important to realize that Community Services is responsible for routine maintenance, so its general liability claims will naturally be high due to claims involving parkway trees, mailboxes, sidewalks, fire hydrants, the municipal fleet, etc.



This metric provides a snapshot of the Village's overall liability position, separated by General Liability Claims (such as property damage) and Workers Compensation Claims (such as medical bills and lost work-time). Fewer claims filed against the Village mean less money spent and improved financial stability. This data includes the total costs, including net property loss and any other associated expenses, such as attorney fees.



This metric shows the number of new hires over the past 12 months. Includes full-time, part-time, and seasonal employees. A large number of seasonal staff are hired each spring to accommodate parks and recreation programs and lifeguards for the beaches.



COMMUNITY DEVELOPMENT DEPARTMENT

MONTHLY INFORMATION REPORT

January 2023

HIGHLIGHTING DATA METRICS
TO IDENTIFY OPERATIONAL TRENDS
AND
FACILITATE INFORMED DECISION MAKING

505 TELSER ROAD
LAKE ZURICH, IL 60047

DEPARTMENT NARRATIVE

During the month of January 2023, the Community Development Department was engaged in the following activities:

BUILDING & ZONING DIVISION:

Commercial Permits Issued:

- 495 Enterprise: Journey Cremations
- 787 W IL Rt 22: Petco remodel including vet services

Commercial Occupancies Issued:

- 708 S Rand: Scent Hound dog grooming and animal wellness center
- 235 N Quentin: Fantasy Land Daycare (former ETC Preschool)
- 935 S Rand: Planet Fitness
- 26 N Old Rand: Via Vici Salon

FOIA Requests: Total number of FOIA requests: **11**

PLANNING AND DEVELOPMENT DIVISION:

Planning and Zoning Commission (PZC) Activity:

At the January 18, 2023 meeting of the PZC, the following applications were considered:

1. *710 Fieldstone Circle* – The application to request the construction of a residential addition within the required rear yard setback was presented by the property owner, Ms. Carole Urry. She provided the reasons and for requesting the variation and stated that she had also obtained letters of support for the variation from her neighbors to the rear and side of her property. Following the close of hearing and discussion, the PZC voted 5-0 to recommend approval of the variation.
2. *103 S Rand Rd (Lakeview Plaza)* – The Application for a Special Use Permit to allow for the establishment of a liquor store to be known as “Lake Liquors” was presented by one of the two owner/operators, Mr. Anil Kumar Nayi. He answered questions related to the merchandize offered. There were no objectors to the request. Staff also reiterated the conditions recommended to be included in the proposed ordinance related to the accessory sale of tobacco and nicotine products within the store. There was additional discussion on some of the improvements to the facades of the shopping center owners being planned by the shopping center owners, Knapp Investments, LLC. Following the close of hearing and discussion, the PZC voted 5-0 to recommend approval of the Special Use Permit.
3. *377 N Rand Road (former Fritz's)* – The Application for the Special Use Permit for outdoor seating, live entertainment, building materials and exterior lighting at the property was presented by Ms. Mariah Schoenberger, wife of the Applicant, Mr. Kristopher Schoenberger. After reading out a written statement from the Applicant, she also answered questions of the PZC and staff. While there were no objectors to the application, one member of the audience expressed concerns about overflow parking onto the adjacent neighborhood streets. Following close of the hearing and discussion, the PZC voted 5-0 to recommend approval of the special use permits with the following additional conditions: - No

overflow parking would be allowed on the adjacent neighborhood streets - Parking on the adjacent property across Ravinia Terrace to the south would need to be formalized through written consent of the owner of that property.

4. *405 N Rand Road – BBQ'd Productions Grill* – The Application for the Special Use Permit for live entertainment and exterior lighting at the property was also presented by Ms. Mariah Schoenberger, wife of the Applicant, Mr. Kristopher Schoenberger. During public testimony, an adjacent resident on Betty Drive objected to the application and brought a number of issues that concerned her to the attention of the PZC and staff. These included issues related to the lighting, fence, landscape material removal, music on the rear deck and the odors emanating from the barbecue smoker on the premises. Since a number of these issues needed clarification from staff for conformance with the codes and permitting, the item was continued to the February 15 meeting of the PZC.

New Zoning Applications received (for PZC consideration).

The following new applications were received for consideration by the PZC at their next meeting on February 15, 2023.

New Application.

1. *400 S. Old Rand Road – District 95 Transition Program Center* – Application for a Zoning Map Amendment and Special Use Permit to renovate the existing office building for use as the new Transition Program Center for the school district.

Continued Consideration.

2. *405 N Rand Road – BBQ'd Productions Grill* – Continued consideration of the Application for the Special Use Permit for live entertainment and exterior lighting at the property. the Application was continued to give the Applicant time to address issues related to the lighting, fence, landscape material removal, music on the rear deck and the odors emanating from the barbecue smoker on the premises.

New and Ongoing Development:

1. *Planet Fitness at Deerpath Commons.* The Community Development Department issued Planet Fitness at 935 S. Rand Road a temporary occupancy permit to begin operations at this location. The approx. 20,000 square foot space is located within Deerpath Commons Retail Center owned by Fidelity and was formerly occupied by La-Z-Boy.
2. *Midlothian Manor Annexation.* A community meeting regarding the proposed annexation and redevelopment project for Midlothian Manor was announced for Saturday January 28, 2023, at Hope Collective, 23152 W. Miller Road, Lake Zurich. The meeting was conducted by the Housing Opportunity Development Corporation (HODC) Executive Director, Richard Koenig. The concept proposal was shared and a number of questions were answered and comments received. The developer proposed to conduct a second meeting within 2-3 weeks when the engineering exhibits would be shared.
3. *670 S Old Rand Road - OSK townhouse development.* Community Development Director Saher was contacted by Mr. Dennis Kulak, the project architect who stated that the developers for the property at 670 S. Old Rand Road would like to remain engaged with the project (the project was recently denied by the Village Board). The architect would substantially revise it to be able to resubmit it for reconsideration. Director Saher suggested that, to be considered a substantial change, at a minimum the developer would need to address the following issues:

- No structures should encroach into the flood plain.
- The floodway (path of the stream) should not be impeded or altered by structures or features such as the retaining wall and/or the detention pond.
- To meet the requirement for density, consider removing buildings 3, 4 and 7 on the northwest side of the development, and remove the unit from building 11 nearest to the south lot line on the southeast side of the development. This would result in a reduction of 14 units from the recently proposed 50 units.
- Maintain the architectural character and materials as recently proposed.
- Update the site grading and topo exhibits to reflect the mid-level entryways to the building.
- Maintain all the proposed landscape features as submitted.

Director Saher also recommended that the architect possibly consider a mix of single-family residences and multiple-family townhouses to further reduce the density of the project.

4. Cummings Property - 99 Quentin Road. Assistant Village Manager Roy Witherow, Community Development Director Saher, and Assistant to the Village Manager Kyle Kordell had a virtual meeting with Mr. Victor Cummings' daughter Ms. Rina Dukor and other family members including Ms. Anna Dukor and Mr. Alex Dukor (also representing Mr. Cummings as his attorney). Ms. Rina Dukor informed Village staff they were ready to move forward with a developer on the project. The developer is GMX Real Estate Group of Northbrook represented by Mr. Austin Vanderstappen. The developer would bring back the Thornton's gas station at the corner. Staff pointed out that Barrington Bank had shared that they were looking elsewhere since time was of the essence for the bank, and encouraged Ms. Dukor to reach out to them. Unfortunately, Mayor Poynton and Assistant Manager Witherow learned in a later conversation with Barrington Bank President John Stickney that a decision had been made to locate the bank in Hawthorn Woods due to the period of time that had lapsed since initial discussion with Mr. Cummings. Ms. Dukor was also aware that the zoning entitlements and development agreement granted to the previous developer were expiring and requested an extension, which she stated would be submitted by the developers.
5. Former La Parroquia Building at 500 Ela Road. Building Services Supervisor, Mary Meyer and Lake County Plan Reviewer, Mr. Dave Modrzejewski met with Real Estate broker for the property, Mr. Paul Proano at the property. The property was vacant and up for sale. The owners had moved out of state. The Village had been made aware of recent excessive water usage (resulting from a leak) and wanted to evaluate the condition of the building. The Water Department had also shut off water at the b-box to prevent any further leakage. However, upon entering the building, a strong odor of gas was noted, which prompted Village staff to contact the Fire Department. FD personnel detected gas near the stove, hot water tank, and griddle area. The appliances were immediately disconnected and the building and basement areas aired out. The furnace was also turned off. Additionally, during the inspection, electrical deficiencies were also discovered by staff raising concerns about serious hazardous conditions within the building. The Village subsequently tagged the building as "Uninhabitable." Village staff also advised the broker that prior to occupancy by any new owners or uses, all repairs would need to be completed to allow the building to be usable again.
6. Inquiry for New Self-Storage Facilities Along Route 22 and Rand Road. Community Development Director Saher and Planner Verbeke met with Mr. Jim Lapetina, of Design Build Storage LLC, and his architect, Mr. Jeff Budgell, who were looking at various vacant properties along Route 22 to establish a new self-storage facility. During discussion they inquired about the properties along Route 22 including the 7-acre vacant property between the post office and Oakwood Shopping Center, the Staples property at Telser Road, the Breslow property at Old Rand Road, and the Valenti Property at West Main Street and Rt 22. Staff responded that the properties within the Main Street District and its vicinity did not possess the appropriate zoning or land use designation to be considered. However, staff shared the Village's

available properties brochure with them to give them the opportunity to explore other feasible options to establish their self-storage facilities.

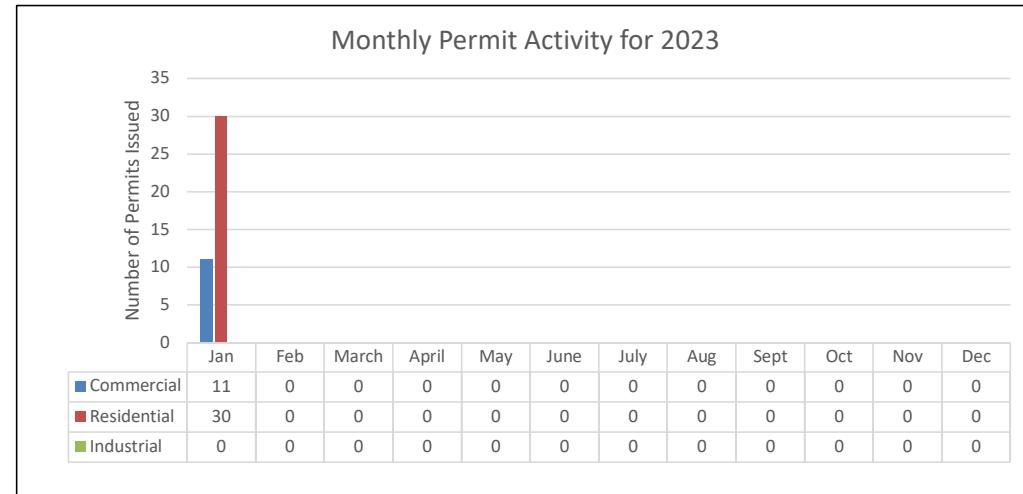
7. Inquiry for new Carwash at the SE Corner of Miller and Rand Roads. Over the past six months, Village development staff have received a number of requests for carwashes at various properties within the Village. Most inquiries have not resulted in more than a discussion of the requirements and issues associated with these land uses. Community Development Director Saher received a similar request from a broker, Mr. Joseph Jankovski of Vision Realty Investments, Ltd about the property at the SE corner of Miller and Rand Road. Mr. Jankovski indicated he was working with a carwash company that was contemplating acquiring and redeveloping the property and was interested in presenting their concept at a Courtesy Review in February. They intended to submit their request later in the month. Staff shared the challenges to developing this site which included access, Flint Creek that runs along the south of the property, and the shape and land area of the property. Later in the month, staff learned that the project would not proceed after all, due to the challenges posed by the property.

The property was the subject of a courtesy review in 2018 when Thornton's was looking to develop the site with a gas station and requested the Village for additional Village-owned land to be able to develop the property.

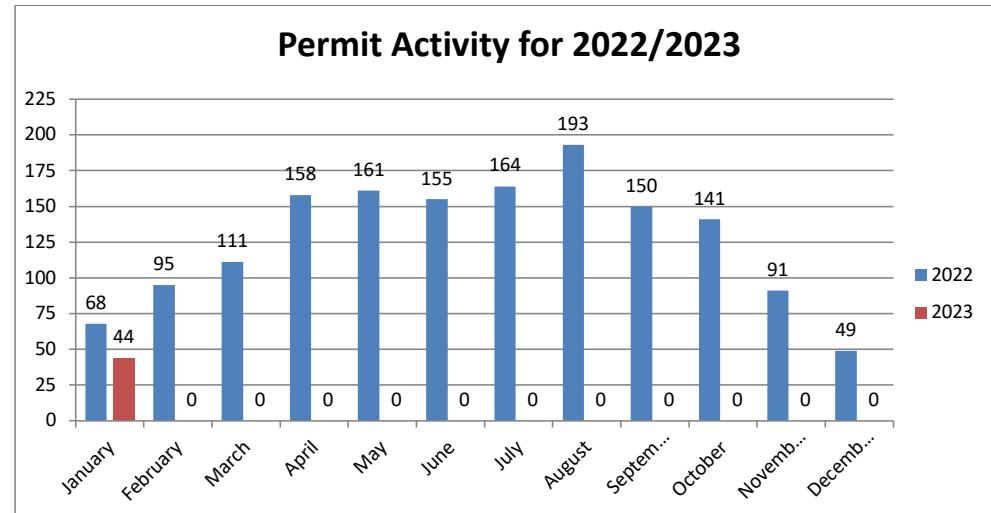
8. Sanctuary of Lake Zurich Backup SSA Public Hearing Scheduled for February 21, 2023. A public hearing of the Village Board has been scheduled to consider proposing a backup Special Service Area (SSA) for the Sanctuary of Lake Zurich. This was a requirement of the development agreement for the project consisting of 23 new townhomes and a 4,200 square foot commercial restaurant building. The backup SSA is intended to cover the Village's cost of maintaining, repairing, reconstructing and/or replacing certain improvements within the Subdivision including wetland areas, lakefront beaches, lakefront shoreline, underground detention and vortex structures, storm sewer maintenance, and special projects including retaining walls and private roadways in the event that the owners of the property fail to maintain, repair, reconstruct and/or replace these improvements. A second public hearing to establish the backup SSA will need to be conducted no less than 60 days following the first hearing. Additional detail will be provided in the agenda packet ahead the meeting date.

Long Term Planning

Comprehensive Plan Update. The request-for-proposals (RFP) to revise the Village's 2003 comprehensive plan that was sent out in November 2022 did not yield any interest from Chicago area planning consulting firms. The reasons cited were that the \$50,000 set aside for the project was not enough to address the requested scope of work. Village Staff re-issued the RFP without a maximum cost for the project to see what interested consulting firms believe would be an appropriate market cost to complete the project. Based on what is received by the deadline of February 10, 2023, staff may either request an increase in the budget for the project or propose a reduction in the scope of work to only examine sub-areas within the community that need the most attention. The purpose of the update is to identify recent – and forthcoming – economic development trends, land use patterns, and amend the Plan to chart a path forward for continued economic growth in Lake Zurich over the next 10-20 years.

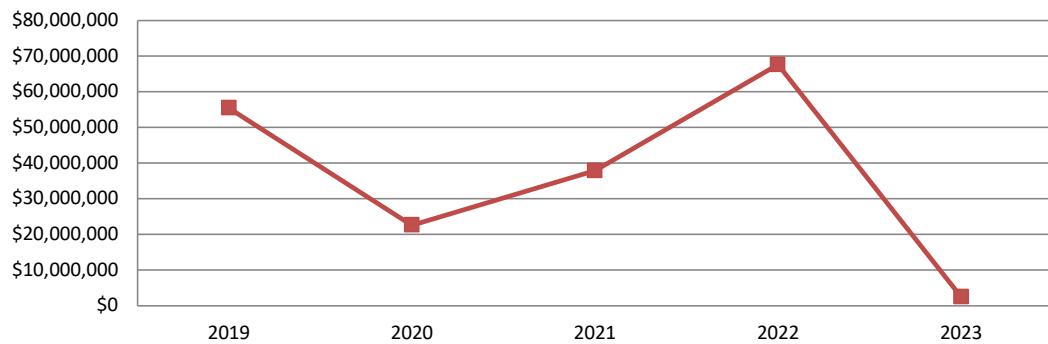


The chart above represents the total of permit activity on a monthly basis for 2023.



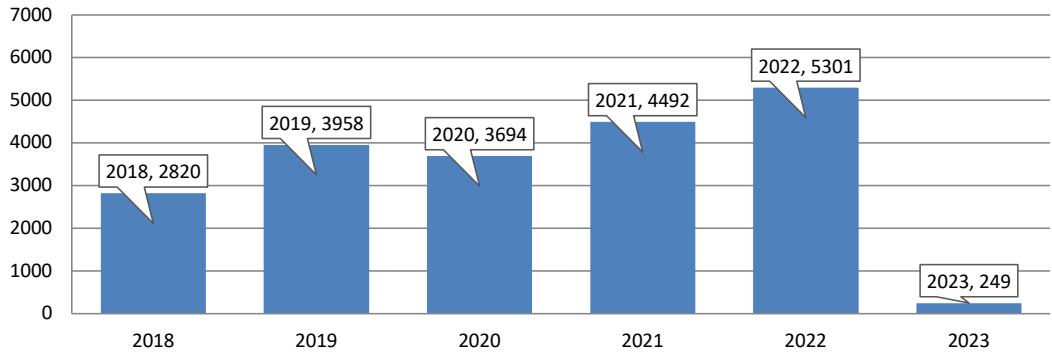
The chart above compares monthly permit activity for 2023 to the previous year 2022.

Construction Value of New Permits:
January-December
2019-2023

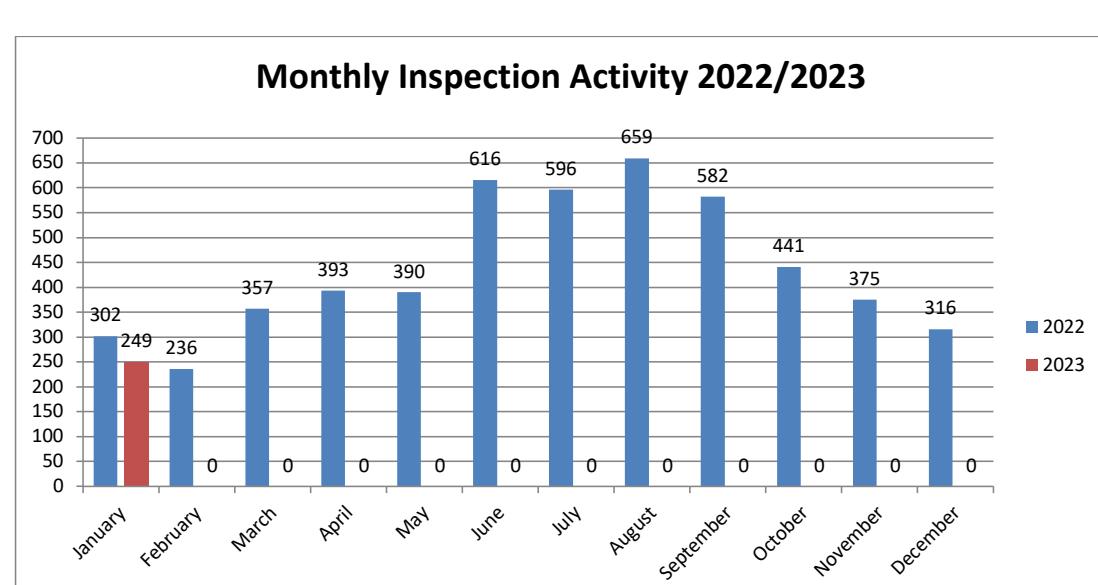


This chart tracks construction value of permit activity by year for 5 years.

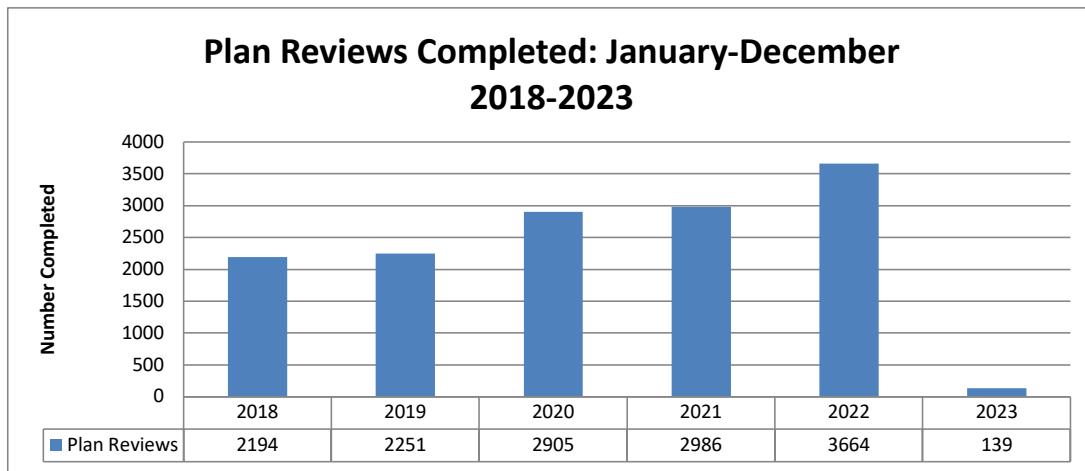
Inspection Activity: January-December
2018-2023



This graph illustrates the number of inspections performed by year.

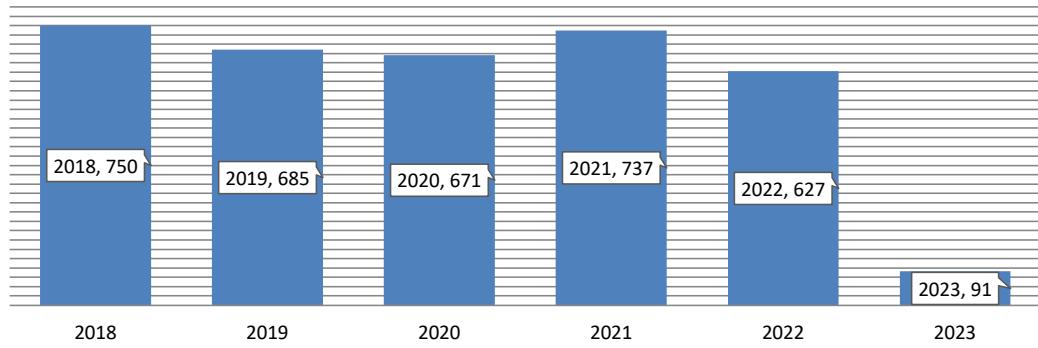


This chart indicates inspection activity on a monthly basis for 2023 compared to the previous year 2022.



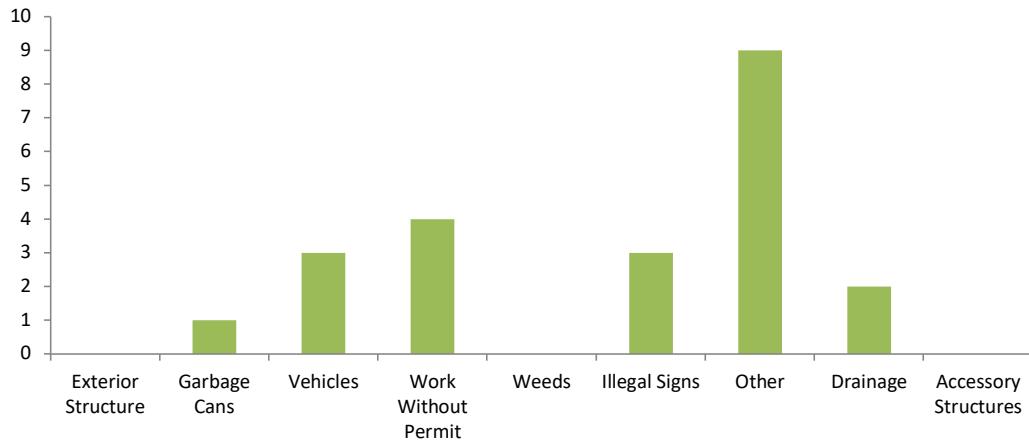
This graph illustrates the number of plan reviews performed by year.

Contractor Registrations January-December (applied for) 2018-2023



The graph represents the number of contractor registrations for the year as compared to prior years. Contractors are required to register on an annual basis to remain current with the village.

Common Code Violations - Details



This graph illustrates the number of code violations reported for the month. The data varies from month to month and is season dependent.



FINANCE DEPARTMENT

MONTHLY INFORMATION REPORT

DECEMBER 2022

HIGHLIGHTING DATA METRICS
TO IDENTIFY OPERATIONAL TRENDS
AND
FACILITATE INFORMED DECISION MAKING

70 E. MAIN STREET
LAKE ZURICH, IL 60047

Finance Monthly Report – December 2022

DEPARTMENT NARRATIVE

During December staff worked primarily on wrapping up the final month of the fiscal year. Finance brought the annual budget for 2023 before the board in December.

Note for this report only: While it is the final month of our fiscal year, staff is continuing to post adjustments for the year through March. The village operates on a cash basis during the year, but adjusts to accruals as part of the year-end process. This allows the village to match revenues with the period earned, not received and match expense with the month incurred, not paid. The numbers reported at this point are very preliminary, with the final numbers to be reported this summer with the Annual Comprehensive Financial Report (ACFR). For this month, operating figures for the month will not be presented. Key elements such as the results of major sources and significant expenditures will still be presented.

GENERAL FUND OPERATING RESULTS

REVENUES

Taxes:

For the year, all property tax revenues are expected at or near 100% of budget in the General Fund. Telecommunications tax receipts were about 22% lower than expected for the month, as this revenue source continues to struggle. Receipts closed out the year on a cash basis at \$344k. More information regarding Telecommunications tax can be found on page 8.

Utility tax results were mixed for the month. The gas utility tax had \$52k in receipts compared to an expected \$27k. Electric utility tax came in at \$66k versus the expected \$71k. Combined, utility taxes were 21% higher than expected. The payments are based primarily on November activity. More detail on the Utility Taxes can be found on page 9.

Finance Monthly Report – December 2022

Intergovernmental Revenue:

State sales tax receipts came in below budget expectations for the month at \$591k. This represents sales from September and was consistent with the receipts from the same month last year. This revenue source has performed well this year, staying on target with the August budget amendment. On a cash basis, year-to-date receipts are at \$7.65 million. More information regarding Sales Tax can be found on page 10.

Income Tax receipts came in 14% above expectations with the receipts for December totaling \$181k compared to an expected \$159k. This is 20% higher than receipts from the prior December; year-to-date, this revenue source is up 24% from last year. Details on Income Tax are provided on page 11.

Video gaming tax receipts came in 54% above expectations at \$30k. Video gaming tax is received two months in arrears. On a cash basis, year-to-date receipts are 52% higher than the budgeted amount at \$235k. The video gaming tax receipts budgeted for December relate to tax for October activity.

Licenses and Permits:

Revenue from the issuance of licenses and permits is currently \$1.03M for the year, reaching 120% of the annual budget. The largest contributors for December were Building Permits (\$17k), and Permit Plan Review (\$14k). Due to the variable nature of these types of revenues, fluctuations are expected throughout the year based on activity.

Fines and Forfeits:

Revenue from police fines were less than expected during December, with receipts of \$33k. About 88% of the annual budget for this category has been received. The revenues in this category include various fines generated from police citations, such as red light and local ordinance violations. This category will naturally experience spikes throughout the fiscal year depending on the time of the year, enforcement campaigns, or events that trigger more violations than average.

Charges for Services:

Preliminary revenue from service charges totaled \$278k in December. The main revenue sources in this category are ambulance, engineering fees, and park program fees. Ambulance receipts for the month were recorded at \$186k, with the year to date amount more than doubling the annual budget. In addition to the timing of receipts and fluctuating activity levels for this revenue, the Village also receives

Finance Monthly Report – December 2022

payments for the Ground Emergency Medical Transportation program, funding the gap between the Village's actual cost of transport and allowable amount received from Medicaid. Additionally, for park programs, some of the recorded revenue will be reclassified and held for next year's revenue.

Investment Income:

The General Fund investment income in December was \$28k. Currently, the investments are concentrated in certificates of deposit, treasury obligations, and interest-bearing money market accounts. A detailed cash and investment report can be found on page 13.

Miscellaneous:

The General Fund miscellaneous revenue in December was \$26k. Receipts for this category were fundraising proceeds (\$22k), and rental income (\$3k), as well as other small items.

EXPENDITURES

General Fund expenditures for the month are continuing to trickle in for fiscal year 2022 and will be accepted through February. As the accounting staff records adjustments from cash basis to accrual, expenditure accounts begin to take their final shape for the year. As of the time this report was written, General Fund expenditures recorded against December and/or year-end adjustments totaled \$2.16 million, but this number is highly preliminary. This number brings the General Fund expenditures to about 96% of the annual budget. We are hopeful to have a small surplus recorded once all adjustments are finalized.

OPERATING RESULTS OF OTHER FUNDS

Following are some observations regarding the revenues and expenditures of other funds.

Special Revenue Funds:

Motor fuel tax revenue came in at \$77k in December. Year-to-date receipts are 7% higher than the annual budget. Expenditures from the Motor Fuel Tax Fund were for streetlight electric (\$27k), and road salt (\$20k), and other small amounts related to street signal and signs.

Finance Monthly Report – December 2022

December revenues for the Hotel Tax Fund totaled \$9k. The revenue in this fund is a combination of hotel tax receipts and interest income. Per Village Ordinance #2003-10-252, hotel tax receipts are due quarterly. Therefore, the village does not receive receipts each month. Year-to-date revenues are 156% of the annual budget, pre-adjustments. Expenditures of \$7k were recorded for the month, most of which is a transfer to the Special Events Fund for the funding of special events.

The Special Events Fund allocates resources for special events and their corresponding expenditures. Revenues for December totaled \$21k, which primarily relates to funding transfers in from other funds, along with \$3k of event item sales for the Winter Festival. Expenditures for the month totaled \$23k, with \$9k for the Miracle on Main Street event, \$11k for administrative expenses, and \$3k for Farmer's Market.

Debt Service Funds:

The debt service funds record annual debt service payments for several of the village issuances, mostly due December 2022. Interest payments are paid semi-annually, typically July and December. Revenues year-to-date totals \$3.25 million and represent property tax receipts (\$1.2 million), investment income (\$11k), short-term bond proceeds (\$1.2 million), and a transfer from the TIF #1 Fund (\$835k). Interest rates continue to be low for the options available for village investment per law. No expenditures were recorded for the month; principal and interest payments due in early December were processed in October to avoid any timing delays.

Capital Projects Funds:

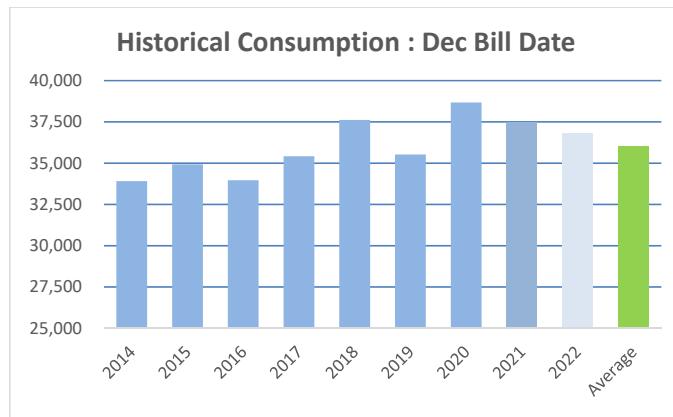
December revenue for the capital projects funds came in at \$297k. The majority of the revenue was from Non-Home Rule Sales Tax (NHRST), with receipts from December of \$208k. This was 14% higher than budget expectations and 1% higher than the same month last year. December receipts represent sales from September. Year-to-date receipts are about 14% above budget. More detail on the NHRST revenue can be found on page 12. Remaining revenues for capital project funds include funding transfers (\$68k), the electric aggregation civic contribution (\$6k), and residual interest income and change in market value of investments.

Expenditures for capital projects was \$781k for December, consisting mainly of the 2022 annual road program (\$460k), OSLAD Paulus Park improvements (\$111k), parking lot improvements (\$101k), Chalet structural repairs (\$63k), and Buffalo Creek streambank improvements (\$33k).

Finance Monthly Report – December 2022

Water and Sewer Fund:

December revenue totaled \$585k, which was 4% above the budget estimate of \$563k. Consumption metered in December was 37M gallons, higher than the nine-year average of 36M gallons. The consumption billed in December primarily represents water metered in late November and early December. With about 43M gallons pumped, about 14% of pumped water was lost to main breaks, fire department use, or other small issues. A chart comparing December water consumption over the past nine years provided below.



Expenditures in the Water Fund were \$674k for the month. Of this amount, \$31k was recorded for the sanitary sewer lining, \$29k was for Flint Creek water main replacements, and \$162k was a non-cash transaction to record depreciation of the infrastructure assets of the fund. The remaining expenses are personnel expenses, other operational items and other smaller operating items. Throughout the year, spending is monitored to ensure revenues are sufficient to cover operations and capital needs as necessary. Any annual surplus would be used for expenditures later in the year and provide cash flow for improvements to maintain the aging infrastructure.

Internal Service Funds:

Internal service funds are used to reserve resources for a specific purpose and to allocate the user charges accordingly. The village has three active internal service funds: Medical Self Insurance, Risk Management and Equipment Replacement. Revenues are a combination of user charges from other funds as appropriate. Expenditures fluctuate, depending on activity levels, particularly in the Risk Management Fund. The Equipment Replacement fund in particular is subject to funding availability from the General

Finance Monthly Report – December 2022

Fund. December expenses mainly include non-cash depreciation expenses (\$38k), the Police Department CCTV updates (30k), copiers (\$10k), park barn access control (\$6k), and computers and supplies (\$7k).

Special Service Areas:

While the village does not budget for Special Service Area (SSA) revenues and expenses, as funds are being collected and spent for village SSA's, the following information can be of value to report. The only expenses for special service areas in December were \$31k for water quality management (SSA#8, SSA#9, SSA#11, and SSA #13).

| SSA Activity Dec-22 | | | | | | | | | | |
|------------------------|-------------------|-------------------|----------|--------------|------------|----------------|--------------------------|-----------------------|----------------------|--------------|
| SSA # | Location | Beginning Balance | | Year-To-Date | | Ending Balance | Annual Expected Revenues | Annual Expected YTD % | Annual Expenses | Annual YTD % |
| | | 1/1/2022 | Revenues | Expenses | 12/31/2022 | | | | | |
| SSA #8 | Heatherleigh | 67,769 | 10,087 | 23,196 | 54,659 | 9,697 | 104.02% | 15,600 | 148.69% | |
| SSA #9 | Willow Ponds | 142,814 | 11,760 | 19,300 | 135,274 | 11,851 | 99.23% | 17,306 | 111.52% ^b | |
| SSA #10 | Westberry | 16,990 | 1,000 | - | 17,990 | 1,000 | 100.01% | - | N/A | |
| SSA #11 | Lake Zurich Pines | 26,238 | 3,000 | 2,163 | 27,075 | 2,999 | 100.02% ^a | 1,575 | 137.30% | |
| SSA #13 | Conventry Creek | 210,080 | 29,789 | 16,662 | 223,208 | 29,894 | 99.65% ^a | TBD | N/A | |
| SSA #16 | Country Club | (2,042) | 1,760 | - | (282) | 1,760 | N/A | TBD | N/A | |
| | | 461,847 | 57,396 | 61,321 | 457,923 | 57,202 | 100.34% | 34,482 | 0.00% | |

a) Flat amount levied per property.

b) At some point after enough funds have accrued, Willow Ponds will require dredging, estimated at \$120,000+.

Police and Firefighters' Pension Funds:

A snapshot of activity related to the public safety pension funds of the village is provided as part of the monthly report. It is important to note that a significant revenue source for both pension funds is the annual property tax levy, of which receipts are typically recorded between June and September of each year, affecting the cash flows of each fund.

The Police Pension Fund had total revenue of negative \$533k for the month. For December, the fund recorded an unrealized loss of \$563k from investments. Total municipal and member contributions for the month totaled \$29k. Expenses for the month were \$203k of which \$200k was for pension and benefit payments, and \$3k was for professional services and investment expenses. For the month of December, the fund experienced a loss of \$736k, bringing the year-to-date loss to \$5.15 million for the year. As of December 31st, the fund had a net position of \$28.92 million. Additional information can be found on page 14.

Finance Monthly Report – December 2022

The Firefighters' Pension Fund had a similar month for investments, with an unrealized loss of \$1.23 million from investments. Total municipal and member contributions for the month totaled \$48k. Total revenues for the month were negative \$1.18 million. Expenses for the month were \$217k, of which \$205k was for pension and benefit payments, \$4k was for professional services, and \$8k was for investment and other expenses. For the month of December, the fund experienced a loss of \$1.39 million, and for the year, a loss of \$8.71 million. As of December 31st, the fund had a net position of \$46.00 million. Additional information can be found on page 14.

Conclusion:

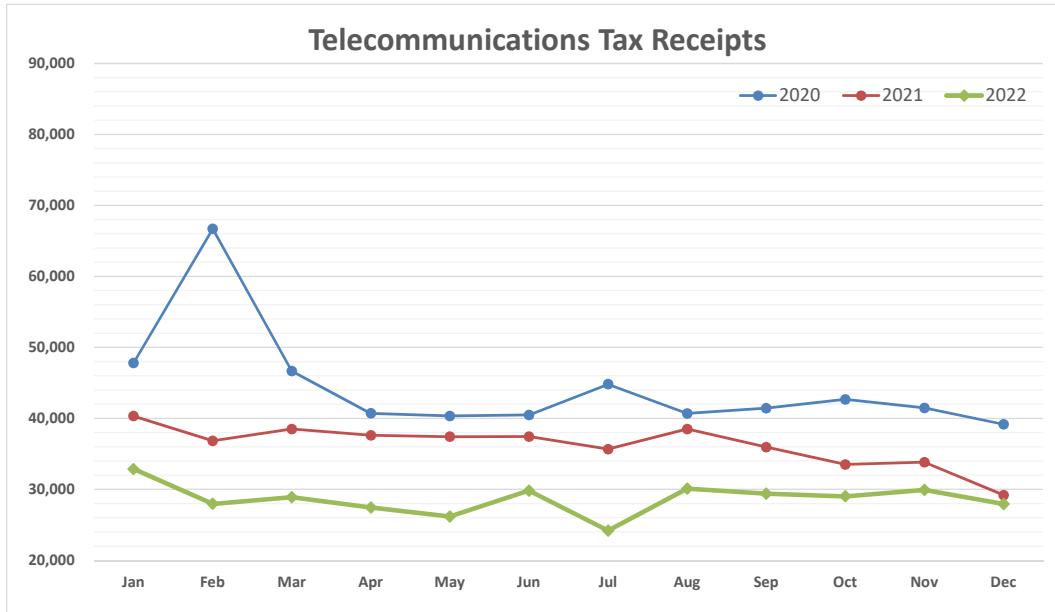
No major concerns were identified in reviewing the monthly and year-end adjustments to date. Major revenue sources are performing well and expenditures have been kept to a minimum. Staff is confident that once all end of year adjustments are posted, the results will be favorable for the fiscal year. The financial records will be finalized in the coming months and distributed via the Annual Comprehensive Financial Report once the annual audit has been completed in June.

Respectfully Submitted,

Amy Sparkowski

Amy Sparkowski
Director of Finance

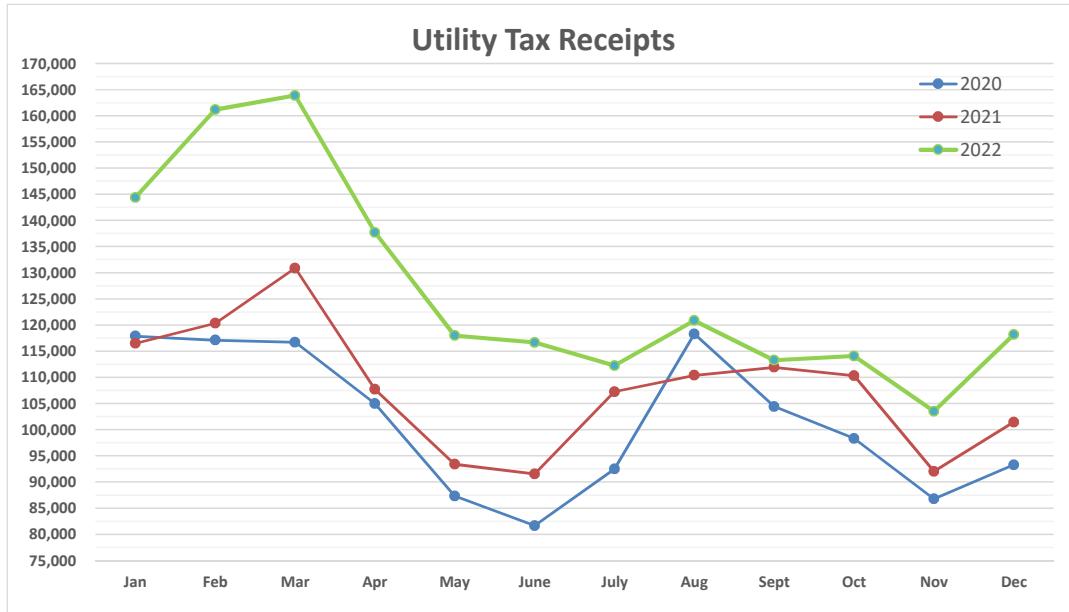
DEPARTMENT OF FINANCE
MONTHLY REPORT
DECEMBER 2022



Collection History

| Received | Earned | Historical | | | Current Year Actual | | Current Year Budget | | |
|-----------|-----------|------------|---------|----------|---------------------|----------|---------------------|-------------|------------|
| | | FY 2020 | FY 2021 | % Change | FY 2022 | % Change | Budget | Variance \$ | Variance % |
| January | October | 47,823 | 40,329 | -15.67% | 32,888 | -18.45% | 41,197 | (8,309) | -20.17% |
| February | November | 66,708 | 36,855 | -44.75% | 27,974 | -24.10% | 37,723 | (9,749) | -25.84% |
| March | December | 46,694 | 38,514 | -17.52% | 28,903 | -24.95% | 39,482 | (10,579) | -26.79% |
| April | January | 40,718 | 37,621 | -7.61% | 27,467 | -26.99% | 38,489 | (11,022) | -28.64% |
| May | February | 40,356 | 37,428 | -7.25% | 26,181 | -30.05% | 38,396 | (12,215) | -31.81% |
| June | March | 40,486 | 37,438 | -7.53% | 29,825 | -20.33% | 38,306 | (8,481) | -22.14% |
| July | April | 44,824 | 35,678 | -20.40% | 24,202 | -32.17% | 35,646 | (11,444) | -32.11% |
| August | May | 40,706 | 38,518 | -5.38% | 30,131 | -21.77% | 39,386 | (9,255) | -23.50% |
| September | June | 41,448 | 35,963 | -13.23% | 29,408 | -18.23% | 35,910 | (6,502) | -18.11% |
| October | July | 42,693 | 33,528 | -21.47% | 29,037 | -13.40% | 34,396 | (5,359) | -15.58% |
| November | August | 41,476 | 33,847 | -18.39% | 29,947 | -11.52% | 39,026 | (9,079) | -23.26% |
| December | September | 39,177 | 29,210 | -25.44% | 27,958 | -4.28% | 36,043 | (8,085) | -22.43% |
| | | 533,107 | 434,929 | -18.42% | 343,921 | | 454,000 | (110,079) | |
| Y-T-D | | 533,107 | 434,929 | -18.42% | 343,921 | -20.92% | 454,000 | (110,079) | -24.25% |

DEPARTMENT OF FINANCE
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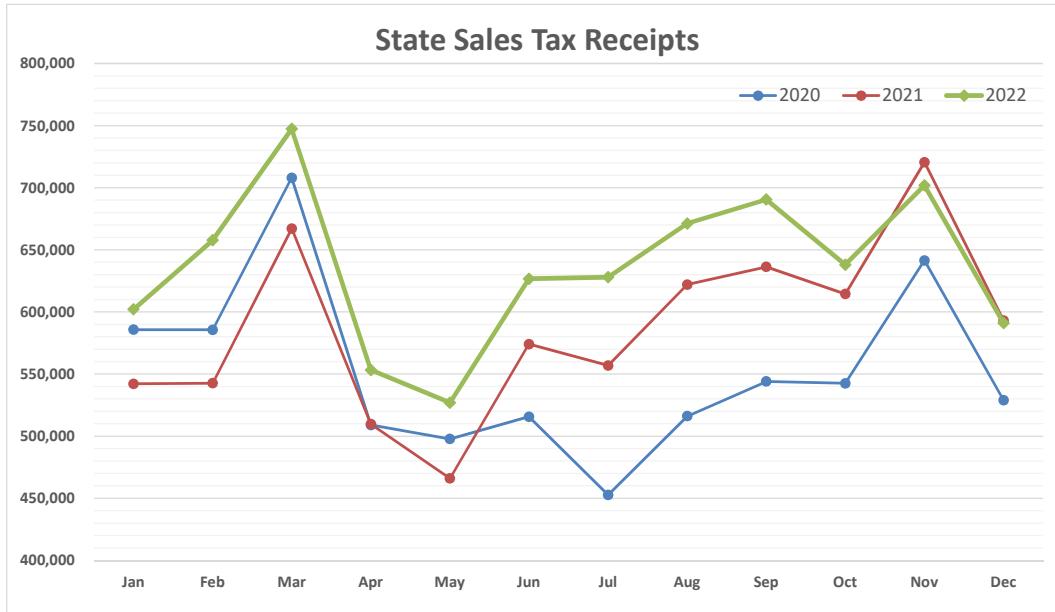


Collection History

COMBINED - ELECTRICITY & GAS

| Receipt Month | Liability Month | Historical | | | Current Year Actual | | Current Year Budget | | |
|---------------|-----------------|------------|-----------|----------|---------------------|----------|---------------------|-------------|-------|
| | | 2020 | 2021 | % Change | 2022 | % Change | FY 2022 | Variance \$ | % |
| Jan | Dec | 117,886 | 116,503 | -1.2% | 144,392 | 23.9% | 116,788 | 27,604 | 23.6% |
| Feb | Jan | 117,123 | 120,335 | 2.7% | 161,197 | 34.0% | 129,219 | 31,978 | 24.7% |
| Mar | Feb | 116,704 | 130,883 | 12.2% | 163,887 | 25.2% | 123,981 | 39,906 | 32.2% |
| Apr | Mar | 104,962 | 107,700 | 2.6% | 137,718 | 27.9% | 106,153 | 31,565 | 29.7% |
| May | Apr | 87,312 | 93,403 | 7.0% | 117,990 | 26.3% | 97,256 | 20,734 | 21.3% |
| June | May | 81,656 | 91,526 | 12.1% | 116,659 | 27.5% | 91,944 | 24,715 | 26.9% |
| July | June | 92,490 | 107,244 | 16.0% | 112,246 | 4.7% | 103,118 | 9,128 | 8.9% |
| Aug | July | 118,303 | 110,403 | -6.7% | 120,867 | 9.5% | 110,585 | 10,282 | 9.3% |
| Sept | Aug | 104,416 | 111,936 | 7.2% | 113,271 | 1.2% | 108,327 | 4,944 | 4.6% |
| Oct | Sept | 98,328 | 110,319 | 12.2% | 114,085 | 3.4% | 102,025 | 12,060 | 11.8% |
| Nov | Oct | 86,781 | 92,037 | 6.1% | 103,512 | 12.5% | 88,006 | 15,506 | 17.6% |
| Dec | Nov | 93,274 | 101,437 | 8.8% | 118,176 | 16.5% | 97,598 | 20,578 | 21.1% |
| | | 1,219,235 | 1,293,726 | 6.11% | 1,524,000 | 17.8% | 1,275,000 | 249,000 | |
| Y-T-D | | 1,219,235 | 1,293,726 | 6.11% | 1,524,000 | 17.8% | 1,275,000 | 249,000 | 19.5% |

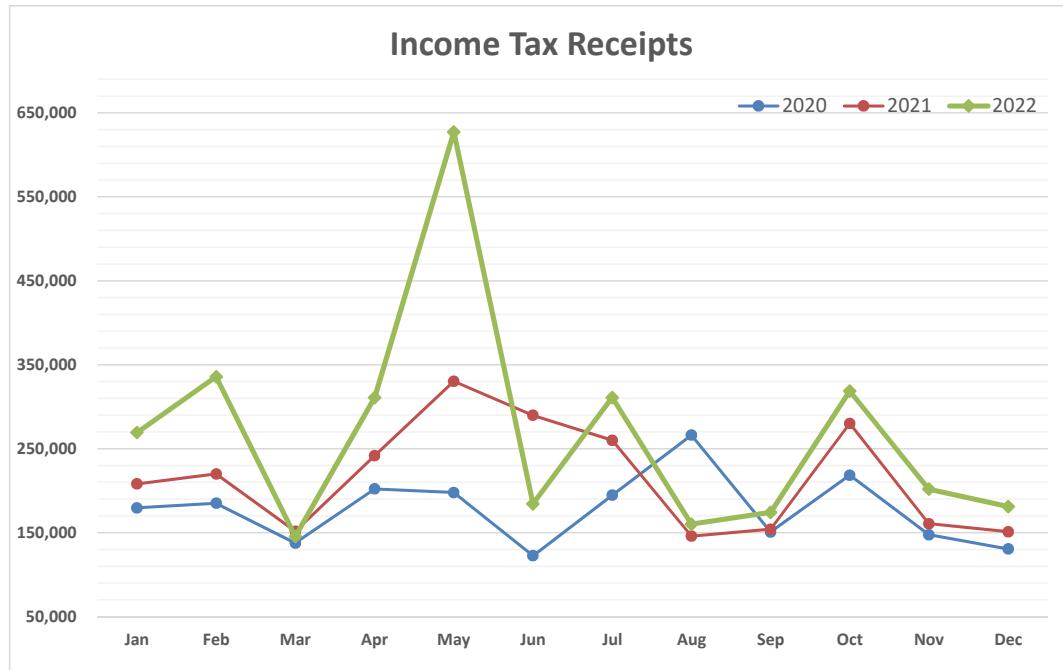
DEPARTMENT OF FINANCE
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Collection History

| Received | Earned | Historical | | | Current Year Actual | | Current Year Budget | | |
|-----------|-----------|------------|-----------|-----------|---------------------|-----------|---------------------|-------------|------------|
| | | 2020 | 2021 | % Change | 2022 | % Change | Amended Budget | Variance \$ | Variance % |
| January | October | 585,729 | 542,215 | -7.43% | 602,130 | 11.05% | 602,130 | - | 0.00% |
| February | November | 585,612 | 542,675 | -7.33% | 657,819 | 21.22% | 657,819 | - | 0.00% |
| March | December | 708,009 | 667,111 | -5.78% | 747,307 | 12.02% | 747,307 | - | 0.00% |
| April | January | 508,950 | 509,698 | 0.15% | 553,226 | 8.54% | 553,226 | - | 0.00% |
| May | February | 497,768 | 466,021 | -6.38% | 527,013 | 13.09% | 527,013 | - | 0.00% |
| June | March | 515,679 | 574,063 | 11.32% | 626,731 | 9.17% | 626,731 | - | 0.00% |
| July | April | 452,741 | 556,926 | 23.01% | 627,982 | 12.76% | 627,982 | - | 0.00% |
| August | May | 516,160 | 622,012 | 20.51% | 671,146 | 7.90% | 671,146 | - | 0.00% |
| September | June | 544,099 | 636,306 | 16.95% | 690,544 | 8.52% | 668,122 | 22,422 | 3.36% |
| October | July | 542,519 | 614,470 | 13.26% | 638,060 | 3.84% | 626,759 | 11,301 | 1.80% |
| November | August | 641,526 | 720,532 | 12.32% | 701,860 | -2.59% | 734,943 | (33,083) | -4.50% |
| December | September | 529,081 | 593,038 | 12.09% | 590,991 | -0.35% | 604,899 | (13,908) | -2.30% |
| | | 6,627,872 | 7,045,068 | 6.29% | 7,634,808 | | 7,648,077 | (13,268) | |
| | | Y-T-D | 6,627,872 | 7,045,068 | 6.29% | 7,634,808 | 8.37% | 7,648,077 | (13,268) |
| | | | | | | | | | -0.17% |

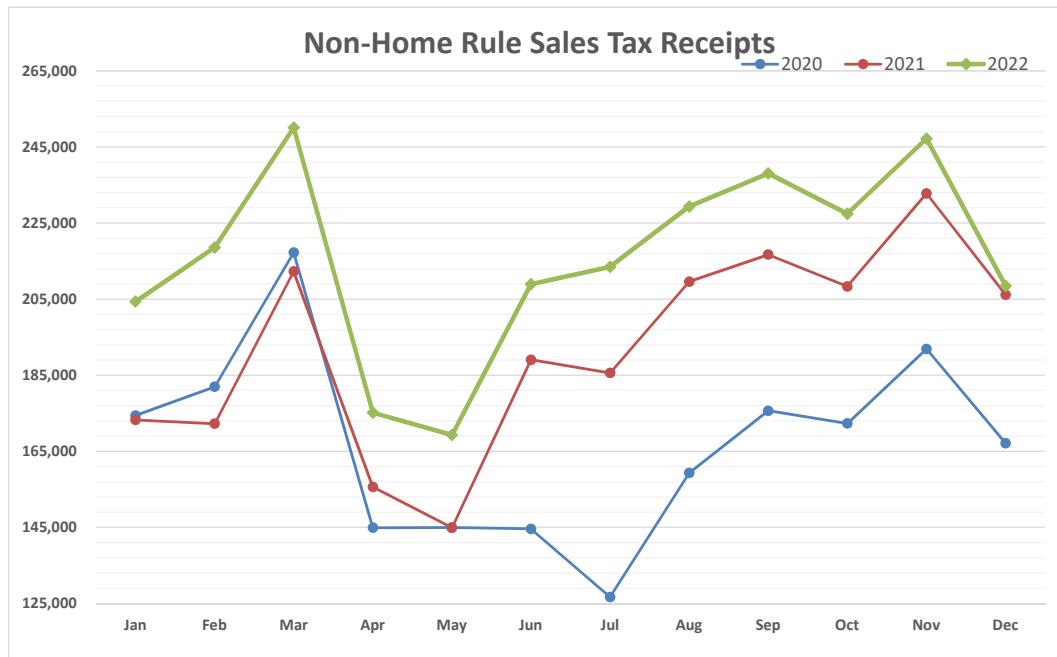
DEPARTMENT OF FINANCE
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Revenue History

| Vouchered | Historical | | | Current Year Actual | | Current Year Budget | | |
|-----------|------------|-----------|----------|---------------------|----------|---------------------|-------------|------------|
| | 2020 | 2021 | % Change | 2022 | % Change | Amended Budget | Variance \$ | Variance % |
| January | 179,651 | 208,145 | 15.86% | 269,221 | 29.34% | 269,221 | 0 | 0.00% |
| February | 185,089 | 220,056 | 18.89% | 335,693 | 52.55% | 335,693 | 0 | 0.00% |
| March | 137,632 | 151,661 | 10.19% | 145,504 | -4.06% | 145,504 | 0 | 0.00% |
| April | 202,147 | 241,823 | 19.63% | 310,848 | 28.54% | 310,848 | 0 | 0.00% |
| May | 197,921 | 330,332 | 66.90% | 627,194 | 89.87% | 627,194 | 0 | 0.00% |
| June | 122,594 | 289,833 | 136.42% | 184,242 | -36.43% | 184,242 | 0 | 0.00% |
| July | 194,674 | 260,006 | 33.56% | 311,032 | 19.62% | 311,032 | (0) | 0.00% |
| August | 266,162 | 145,998 | -45.15% | 160,199 | 9.73% | 160,199 | 0 | 0.00% |
| September | 150,811 | 154,181 | 2.24% | 174,093 | 12.91% | 161,890 | 12,203 | 7.54% |
| October | 218,387 | 280,184 | 28.30% | 318,729 | 13.76% | 294,193 | 24,536 | 8.34% |
| November | 147,566 | 160,617 | 8.84% | 201,830 | 25.66% | 168,648 | 33,182 | 19.68% |
| December | 130,645 | 151,210 | 15.74% | 181,090 | 19.76% | 158,770 | 22,320 | 14.06% |
| | 2,133,279 | 2,594,046 | 21.60% | 3,219,676 | 24.12% | 3,127,435 | 92,240 | 2.95% |
| Y-T-D | 2,133,279 | 2,594,046 | 21.60% | 3,219,676 | 24.12% | 3,127,435 | 92,240 | 2.95% |

DEPARTMENT OF FINANCE
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DECEMBER 2022



Collection History

| Received | Earned | Historical | | | Current Year Actual | | | Current Year Budget | | |
|-----------|-----------|------------|-----------|----------|---------------------|----------|-----------|---------------------|------------|--|
| | | 2020 | 2021 | % Change | 2022 | % Change | Budget | Variance \$ | Variance % | |
| January | October | 174,393 | 173,241 | -0.66% | 204,354 | 17.96% | 172,685 | 31,669 | 18.34% | |
| February | November | 181,973 | 172,248 | -5.34% | 218,598 | 26.91% | 171,697 | 46,901 | 27.32% | |
| March | December | 217,245 | 212,281 | -2.29% | 250,074 | 17.80% | 211,601 | 38,473 | 18.18% | |
| April | January | 144,913 | 155,657 | 7.41% | 175,158 | 12.53% | 155,158 | 20,000 | 12.89% | |
| May | February | 144,946 | 144,939 | 0.00% | 169,297 | 16.81% | 144,475 | 24,822 | 17.18% | |
| June | March | 144,621 | 189,084 | 30.74% | 208,932 | 10.50% | 188,478 | 20,454 | 10.85% | |
| July | April | 126,701 | 185,597 | 46.48% | 213,499 | 15.03% | 185,003 | 28,496 | 15.40% | |
| August | May | 159,315 | 209,622 | 31.58% | 229,356 | 9.41% | 208,950 | 20,406 | 9.77% | |
| September | June | 175,641 | 216,705 | 23.38% | 238,022 | 9.84% | 216,011 | 22,011 | 10.19% | |
| October | July | 172,331 | 208,328 | 20.89% | 227,420 | 9.16% | 207,661 | 19,759 | 9.51% | |
| November | August | 191,900 | 232,762 | 21.29% | 247,180 | 6.19% | 232,016 | 15,164 | 6.54% | |
| December | September | 167,141 | 206,167 | 23.35% | 208,471 | 1.12% | 183,265 | 25,206 | 13.75% | |
| | | 2,001,120 | 2,306,629 | 15.27% | 2,590,359 | | 2,277,000 | 313,359 | | |
| Y-T-D | | 2,001,120 | 2,306,629 | 15.27% | 2,590,359 | 12.30% | 2,277,000 | 313,359 | 13.76% | |

Village of Lake Zurich
Investment Report
December, 2022

| Description | Purchase Date | Maturity Date | Coupon Rate | CUSIP / Account | Par Value | Purchase Price | (Premium) / Discount | Market Value | Unrealized Gain (Loss) |
|--------------------------------|---------------|---------------|-------------|-----------------|--------------|----------------|----------------------|--------------|------------------------|
| MONEY MARKET & CASH | | | | | | | | | |
| IPRIME | NA | NA | 0.000% | | 1,238,160.10 | 1,238,160.10 | - | 1,238,160.10 | N/A |
| CERTIFICATE OF DEPOSIT | | | | | | | | | |
| Treasury Bill | 08/18/22 | 01/19/23 | 2.823% | | 505,000.00 | 499,054.92 | 5,945.08 | 504,187.46 | 5,132.54 |
| Pacific Western Bank | 01/28/21 | 01/30/23 | 0.210% | | 249,948.24 | 248,900.00 | 1,048.24 | 248,900.00 | - |
| Servisfirst Bank | 01/28/21 | 01/30/23 | 0.160% | | 249,197.83 | 248,400.00 | 797.83 | 248,400.00 | - |
| Allegiance Bank Texas | 02/19/21 | 02/22/23 | 0.110% | | 249,953.44 | 249,400.00 | 553.44 | 249,400.00 | - |
| BMW Bank North America | 02/19/21 | 02/22/23 | 0.150% | | 249,000.00 | 249,000.00 | - | 247,429.56 | (1,570.44) |
| Midland States Bank | 02/19/21 | 02/22/23 | 0.110% | | 249,955.94 | 249,400.00 | 555.94 | 249,400.00 | - |
| CIBM Bank, WI | 03/26/21 | 03/27/23 | 0.070% | | 249,949.92 | 249,600.00 | 349.92 | 249,600.00 | - |
| First National Bank, ME | 03/26/21 | 03/27/23 | 0.070% | | 249,950.10 | 249,600.00 | 350.10 | 249,600.00 | - |
| INSBank, TN | 03/26/21 | 03/27/23 | 0.130% | | 249,961.56 | 249,300.00 | 661.56 | 249,300.00 | - |
| Commonwealth Bus Bk | 03/31/21 | 03/31/23 | 0.100% | | 249,000.00 | 249,248.74 | (248.74) | 246,529.67 | (2,719.07) |
| US Treasury N/B | 03/30/22 | 07/31/23 | 1.870% | 912828592 | 754,000.00 | 747,844.30 | 6,155.70 | 739,155.25 | (8,689.05) |
| Alameda Cnty-a-txbl | 04/16/21 | 08/01/23 | 0.200% | 010878AP1 | 250,000.00 | 271,707.50 | (21,707.50) | 249,565.00 | (22,142.50) |
| US Treasury N/B | 04/15/21 | 01/15/24 | 0.250% | 91282CBE0 | 250,000.00 | 249,140.63 | 859.37 | 238,427.75 | (10,712.88) |
| Capital One NA | 08/03/22 | 08/05/24 | 3.204% | | 245,000.00 | 245,690.62 | (690.62) | 240,259.01 | (5,431.61) |
| Sallie Mae Bank/Salt Lke | 08/03/22 | 08/05/24 | 3.204% | | 245,000.00 | 245,690.62 | (690.62) | 240,259.01 | (5,431.61) |
| Capital One NA | 08/03/22 | 08/05/24 | 3.204% | | 245,000.00 | 245,690.62 | (690.62) | 240,259.01 | (5,431.61) |
| Ally Bank | 08/04/22 | 08/05/24 | 3.206% | | 245,000.00 | 245,443.29 | (443.29) | 240,071.58 | (5,371.71) |
| US Treasury N/B | 04/15/21 | 01/31/25 | 0.480% | 912828Z52 | 964,000.00 | 996,422.03 | (32,422.03) | 906,499.33 | (89,922.70) |
| US Treasury N/B | 04/15/21 | 07/31/25 | 0.620% | 91282CAB7 | 406,000.00 | 399,640.39 | 6,359.61 | 366,652.92 | (32,987.47) |
| US Treasury N/B | 05/19/21 | 07/31/25 | 0.570% | 91282CAB7 | 350,000.00 | 345,351.56 | 4,648.44 | 316,080.10 | (29,271.46) |
| US Treasury N/B | 07/28/21 | 07/31/25 | 0.500% | 91282CAB7 | 252,000.00 | 249,499.69 | 2,500.31 | 227,577.67 | (21,922.02) |
| US Treasury N/B | 01/28/22 | 01/31/26 | 1.460% | 91282CBH3 | 1,000,000.00 | 957,890.63 | 42,109.37 | 890,586.00 | (67,304.63) |
| | | | | | | 9,196,077.13 | 9,180,075.64 | 16,001.49 | 8,876,299.42 |
| | | | | | | | | | (303,776.22) |
| TOTAL | | | | PMA Invests | 9,192,074.00 | 9,176,072.51 | | 8,858,593.86 | (317,478.65) |
| Per Statement | | | | Total | 9,196,077.13 | 9,180,075.64 | | 8,876,299.42 | - |

Village of Lake Zurich
 Police and Firefighters' Pension Funds
 Statement of Net Position
 December 31, 2022

| POLICE PENSION FUND | | FIREFIGHTERS' PENSION FUND | | | |
|-----------------------------|-------------------|----------------------------|-----------------------------|--------------------|--------------------|
| | December 22 | Year-to-Date | Year-to-Date | | |
| Revenues: | | | | | |
| Municipal Contributions | 2,956 | 2,099,955 | Municipal Contributions | 7,892 | 2,531,073 |
| Member Contributions | 26,383 | 336,158 | Member Contributions | 40,290 | 518,642 |
| Total Contributions | 29,339 | 2,436,113 | Total Contributions | 48,182 | 3,049,714 |
| Investment Income | (562,592) | (5,106,651) | Investment Income | (1,229,103) | (9,281,019) |
| Total Revenues | (533,253) | (2,670,539) | Total Revenues | (1,180,921) | (6,231,305) |
| Expenses: | | | Expenses: | | |
| Pension and Benefits | 200,064 | 2,394,906 | Pension and Benefits | 204,822 | 2,366,978 |
| Insurance | - | 4,989 | Insurance | - | 5,385 |
| Professional Services | 2,235 | 14,101 | Professional Services | 4,155 | 32,939 |
| Investment Expenses | 500 | 48,356 | Investment Expenses | 7,208 | 67,647 |
| Other Expenses | - | 12,117 | Other Expenses | 331 | 3,785 |
| Total Expenses | 202,799 | 2,474,468 | Total Expenses | 216,517 | 2,476,734 |
| Operating Income (Loss) | (736,052) | (5,145,007) | Operating Income (Loss) | (1,397,439) | (8,708,039) |
| Beginning Net Position* | 29,655,355 | 34,064,309 | Beginning Net Position* | 47,397,493 | 54,708,093 |
| Ending Net Position | 28,919,303 | 28,919,303 | Ending Net Position | 46,000,055 | 46,000,055 |
| Assets | | | Assets | | |
| Cash and Investments | 28,934,411 | | Cash and Investments | 46,000,596 | |
| Other Assets | 2,022 | | Other Assets | 2,821 | |
| Total Assets | 28,936,434 | | Total Assets | 46,003,417 | |
| Liabilities | | | Liabilities | | |
| Net Position 12/31 | 17,131 | | Net Position 12/31 | 3,362 | |
| | 28,919,303 | | | 46,000,055 | |



FIRE DEPARTMENT

MONTHLY INFORMATION REPORT

January 2023

HIGHLIGHTING DATA METRICS
TO IDENTIFY OPERATIONAL TRENDS
AND
FACILITATE INFORMED DECISION-MAKING

70 E. MAIN STREET
LAKE ZURICH, IL 60047

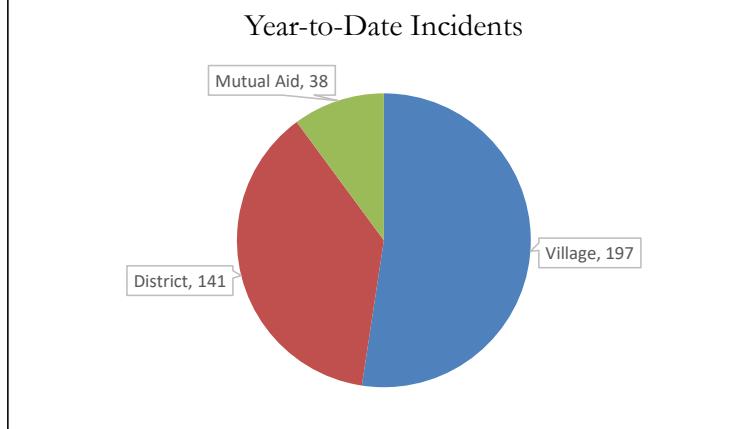
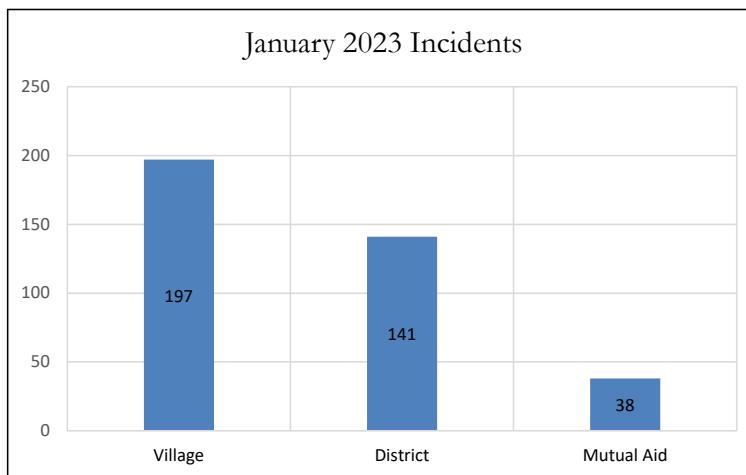
OUR MISSION: To care for and protect our community.

OUR VISION: The Lake Zurich Fire Department is dedicated to meeting the ever-changing needs of our community, while ensuring a safe and secure environment for all, through professional development, unity, and teamwork.

OUR VALUES: Professionalism, Responsibility, Integrity, Dedication, Honor

EXECUTIVE SUMMARY – JANUARY 2023

The Lake Zurich Fire Department provides a full range of professional and high-quality services to the Village of Lake Zurich and the Lake Zurich Rural Fire Protection District. We protect approximately 37,000 residents, many local businesses, and visitors across the twenty-five square mile combined service area. The Villages covered in the fire district include Hawthorn Woods, Kildeer, Deer Park, North Barrington, and Lake Barrington.



Incident Data

In January, the Department responded to a total of **376 incidents**.

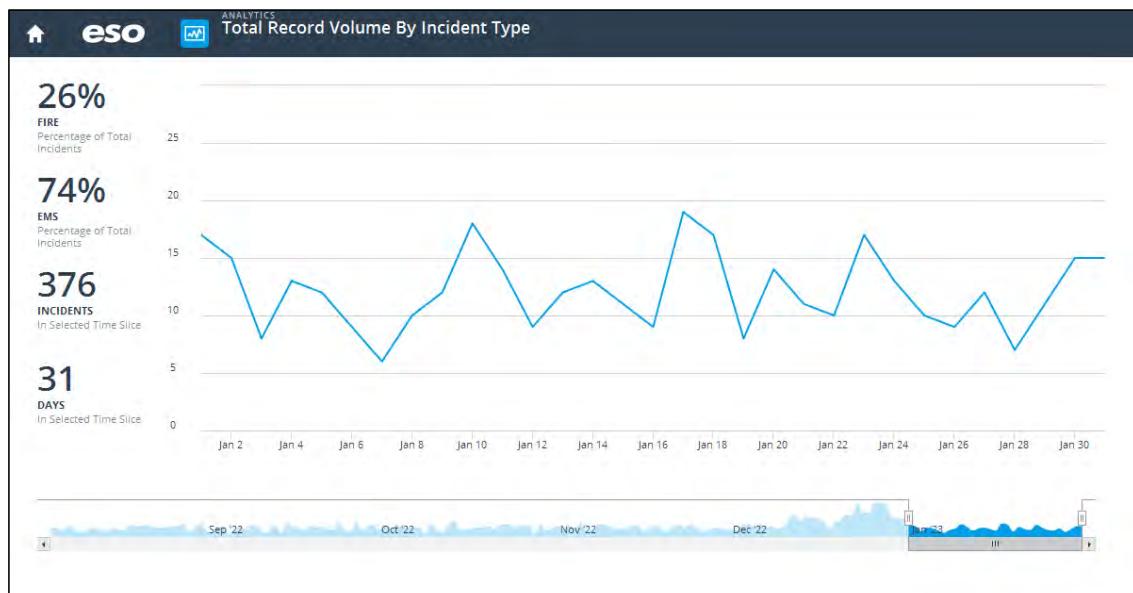
The charts to left breakdown incidents in the Village, the Fire Protection District, and Mutual Aid by month and also by year-to-date.

In 2023, there has been 52% Village incidents, 38% District and 10% Mutual Aid.

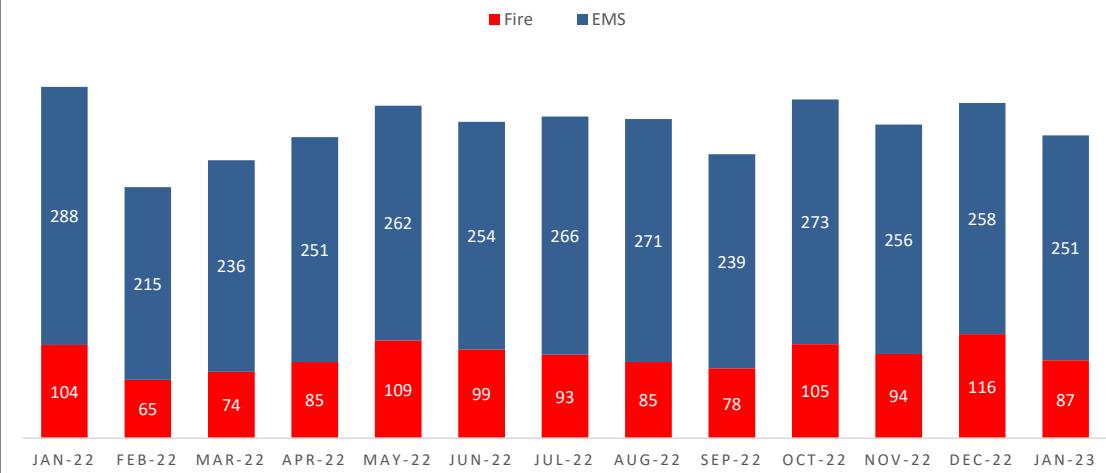
Total 2023 Incidents:
376

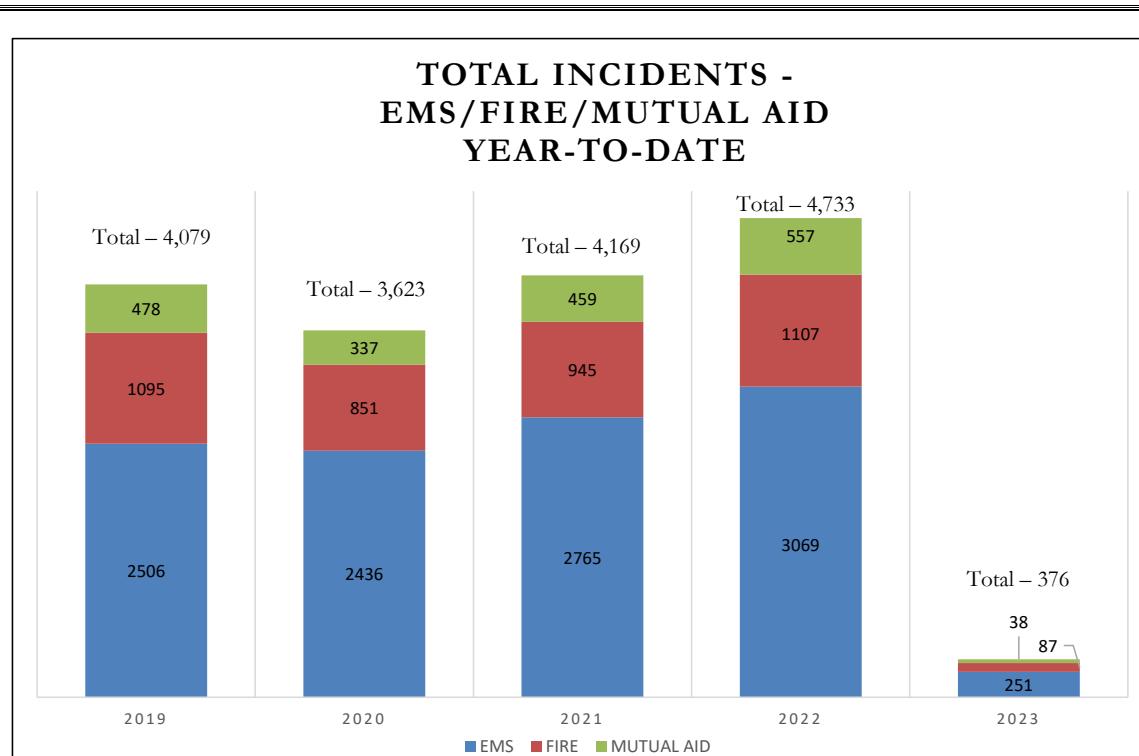
EMS vs. Fire Incidents

In January, 26% of all incidents were Fire and 74% of the incidents were EMS.



EMS/FIRE INCIDENTS MONTHLY COMPARISON (NO MUTUAL OR AUTO AID)





Response Model

The Department staffs an engine and an ambulance with three personnel using a “jump company” at each of our 4 stations. Due to this response model, the Department is only structured to handle a single response per station. If the call is EMS related, the personnel respond with the ambulance. If the call is fire related, the personnel responds with the engine. This frequently contributes to increased response times when simultaneous calls occur. This leads to an unstaffed vehicle for every incident we respond to in that response district. Once a station commits to a call, the next call for service requires another station or mutual aid department to handle the incident. In January, thirty-six (36%) percent of the service area responses occurred while another call was in progress.

Fire Incidents

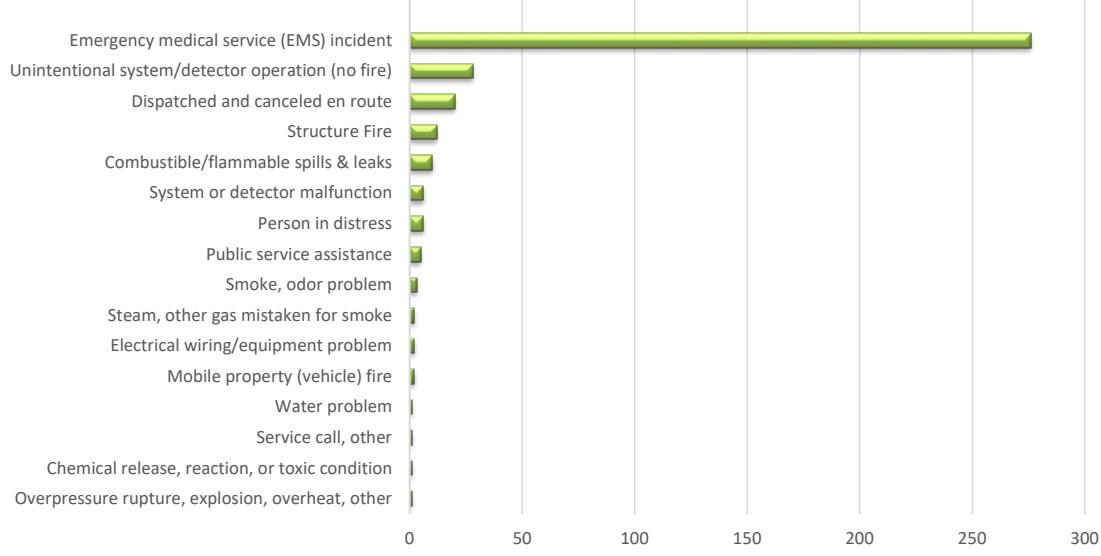
The Department’s Mission Statement is to care for and protect our community. Preserving property is included in that mission of protecting our community.

The chart to the right indicates the comparison of property value vs. property loss due to a fire in 2023. It also calculates the value of the property saved during these incidents.



The Department codes all incidents within the National Fire Incident Reporting System (NFIRS). The codes all relate to the text categories noted in the chart below. Rescue and EMS incidents account for the majority of incidents we respond to.

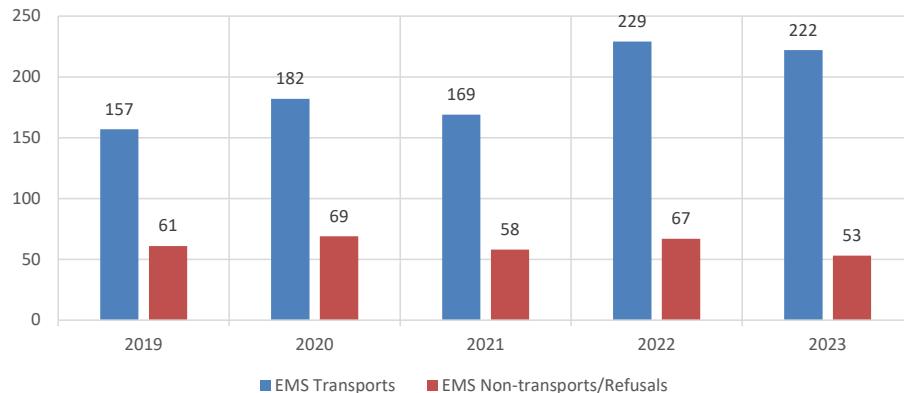
Incident Type Categories - January 2023



EMS Incidents

The chart shown below reflects EMS Transports vs. Non-Transports/Refusals. It's important to note that not every EMS call will result in a transport to the hospital. However, as you'll see from the data, transports always outpace Non-Transports/Refusals. This chart compares the month of January across 5 years.

EMS Transports vs Non-Transports/Refusals Monthly Comparison



ADMINISTRATION DIVISION

Letters of Gratitude



MCHENRY TOWNSHIP FIRE PROTECTION DISTRICT

FIRE AND RESCUE SERVICES

3610 West Elm Street • McHenry, Illinois 60050
(815) 385-0075 • FAX (815) 385-9419
www.mtpd.org

Trustees

Allen R. Miller, President
Robert J. Meyer, Secretary
Christopher J. Bennett, Treasurer
Joseph Doherty, Trustee
Kurt Rodewald, Trustee

Commissioners

Donna Schaefer, Chairperson
Francis 'Jack' Stanaszek, Secretary
Anthony T. Huemann

Chief Rudy Horist

Station One
3610 W. Elm Street
McHenry, IL 60050

Station Two
3710 N. Johnsburg Road
Johnsburg, IL 60051

Station Three
809 Rand Road
Lakemoor, IL 60051

Station Four
6300 Dartmoor Drive
McHenry, IL 60050

Station Five
3705 Ringwood Road
Ringwood, IL 60072

January 18, 2023

Chief Pilgard
Lake Zurich Fire Department
321 S. Buesching Road
Lake Zurich, IL 60047

Dear Chief Pilgard,

On behalf of the McHenry Township Fire Protection District, I would like to thank you and the members of your department for your assistance at our recent structure fire at the 6000 block of Chickaloon Drive in McHenry on January 14, 2023.

McHenry Township Fire Protection District units arrived at 11:53 PM to find a single-family residence with heavy smoke coming from the attic space and extending throughout the building. The sole occupant and her dog had evacuated prior to MTFPD arrival. MTFPD simultaneously initiated fire suppression, a search of the building and ventilation. The fire was located on the first floor and had spread to the attic. Firefighters had water on the fire at 12:00 AM and was completely extinguished at 12:30 AM. We are pleased that no civilians or firefighters were injured.

The assistance of your department was appreciated and is a great example of the MABAS system.

Thank you again,

Sincerely,

Rudy Horist
Fire Chief

Personnel



Congratulations to Lieutenant Pat Rainey who retired on January 11, 2023 after 30 years with the Lake Zurich Fire Department! We wish Lieutenant Rainey & his family nothing but the best in his future endeavors. *(Pictured above)*



The Department welcomed new member, Firefighter/Paramedic Jacob Rowe on January 3, 2023. *(Pictured left & below)*



7 | Page

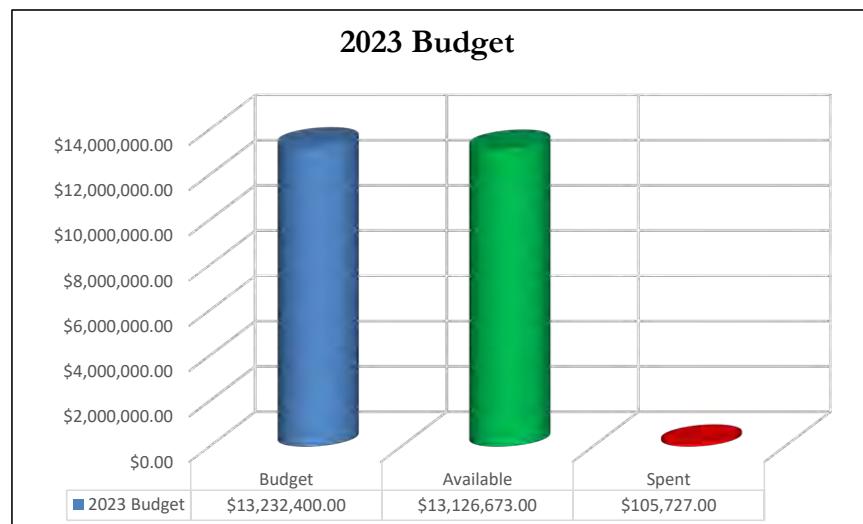
Community Relations / Public Education

Community focus is an important aspect of the Department. This includes risk reduction through public education. Examples include but are not limited to; school & daycare visits and station tours where fire safety and a safety message, such as stop, drop, and roll is covered. We also monitor fire and severe weather drills in schools as well as teach exit drills to middle school students. The Department also provides CPR and First-Aid training.

A new department committee is the Community Relations Committee. This year, the Committee has a goal to focus on reimagining Open House, Social Media, Chili Cook-off, and re-engagement with the schools post COVID.



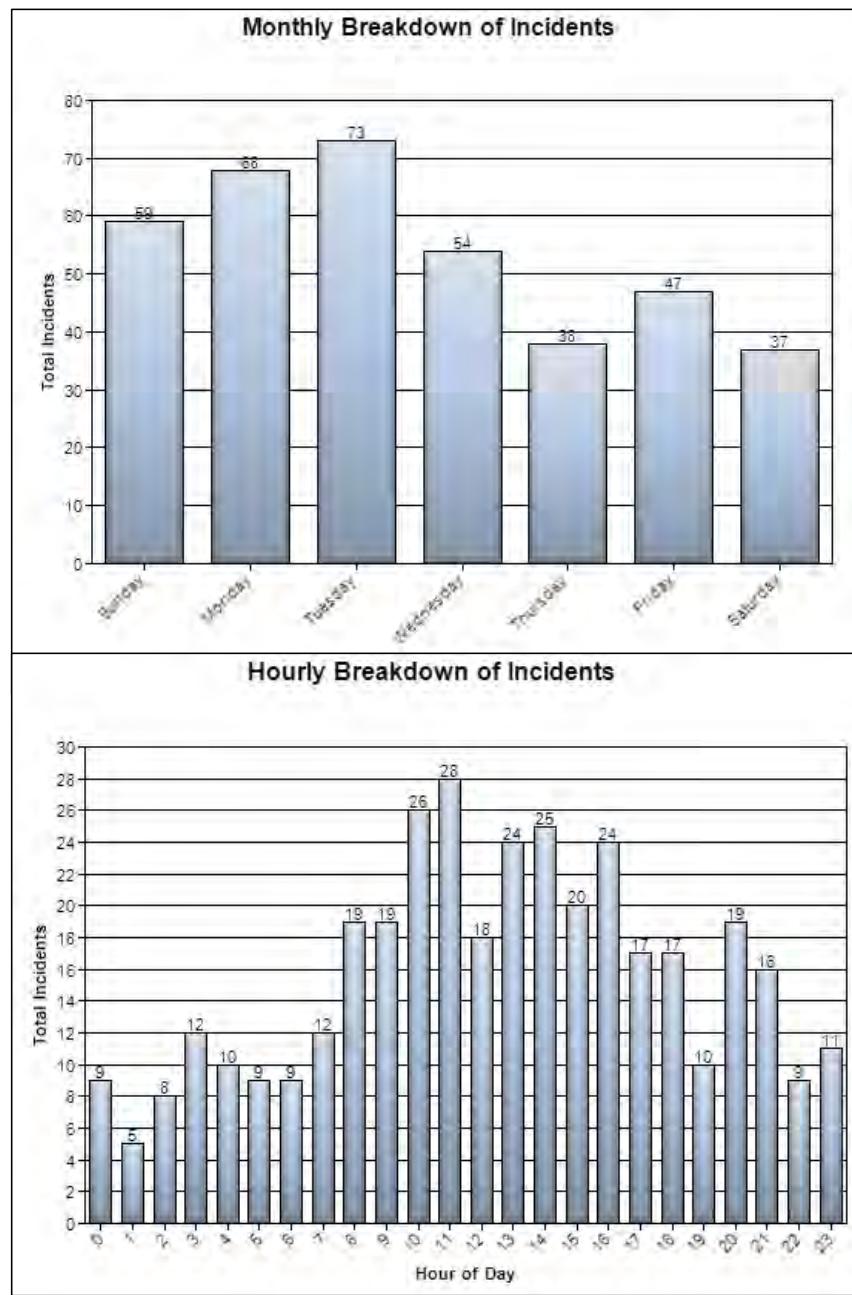
Budget



8 | Page

OPERATIONS DIVISION

The following two charts breakdown incidents by the day of the week and hour of the day.



STATIONS & STAFFING | OFFICER FIREFIGHTER/PARAMEDIC

STATION 1

321 S. Buesching Road
Lake Zurich, IL 60047

APPARATUS & STAFFING

BATTALION 32



STATION 2

350 W. Highway 22
North Barrington, IL 60010

APPARATUS & STAFFING

ENGINE 322
AMBULANCE 322



STATION 3

1075 Old McHenry Road
Lake Zurich, IL 60047

APPARATUS & STAFFING

ENGINE 323
AMBULANCE 323



STATION 4

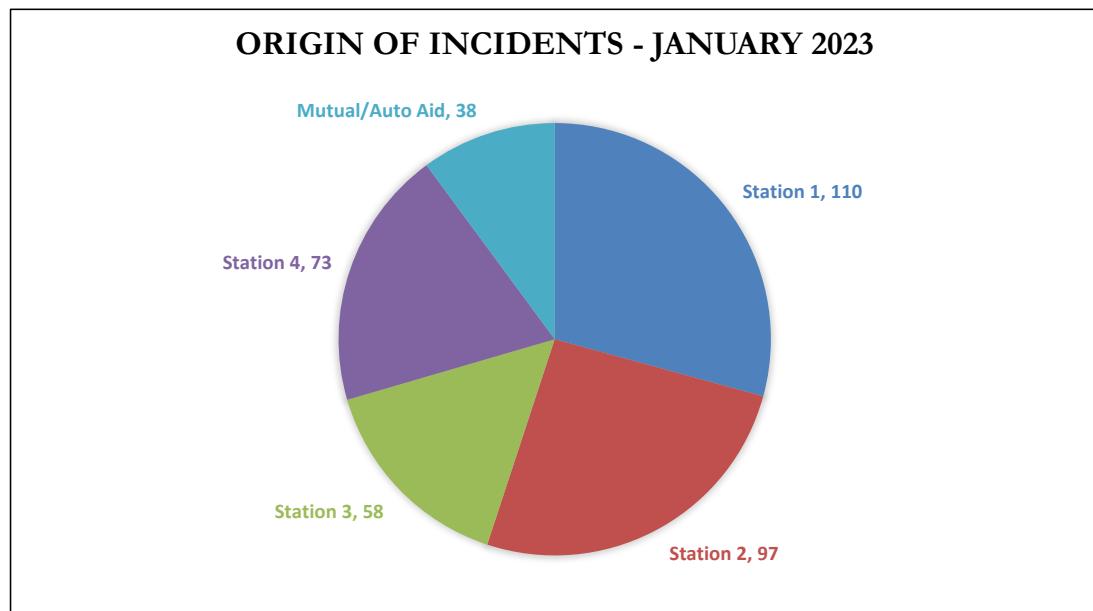
21970 Field Pkwy
Deer Park, IL 60010

APPARATUS & STAFFING

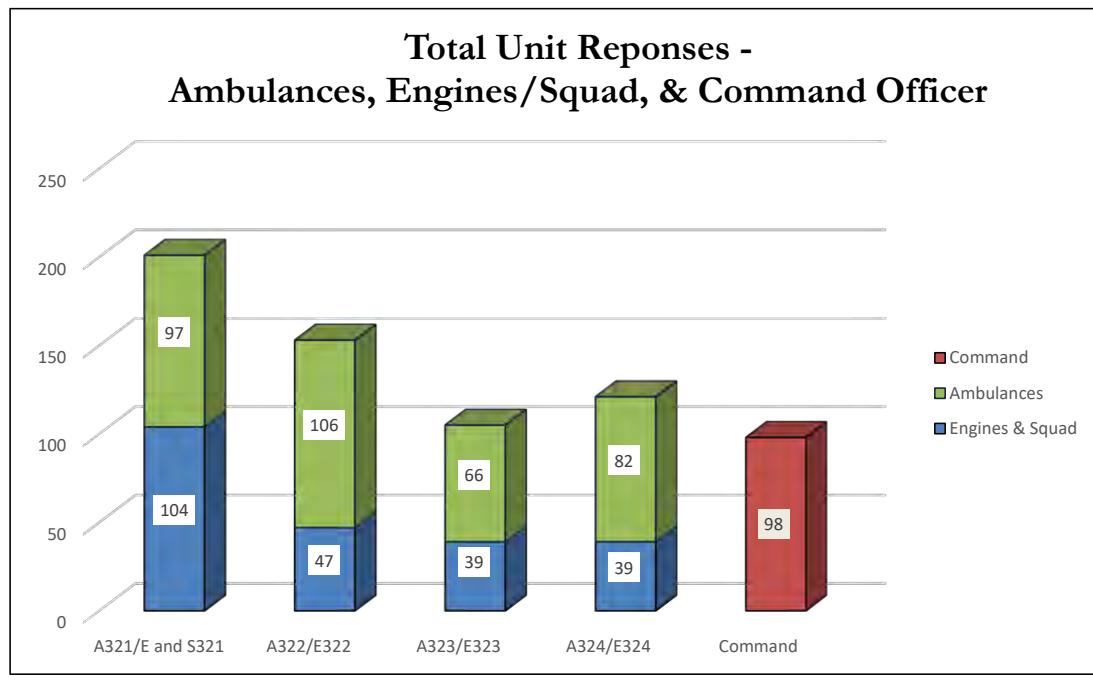
ENGINE 324
AMBULANCE 324



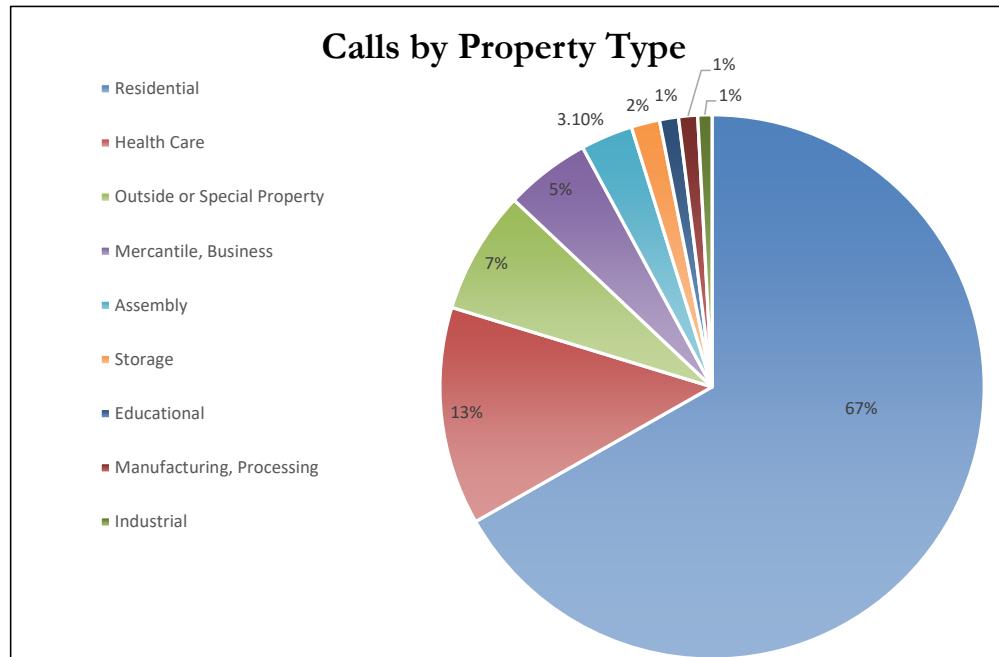
The graph below represents the number of incidents by each response area by station and mutual/auto aid for January 2023. The chart does **not** represent the station that responded.



The graph below shows the number of responses by unit – Ambulances, Engines, and Command Officer – in January 2023.



There is a national standard for coding the type of property use. We see trends in various occupancies and use them to determine our service demand. For example, the healthcare category would increase if additional assisted living or nursing homes were open. As shown below, we continue to respond to Residential Properties more than any other (67%), and Health Care was second with (13%) of all calls.

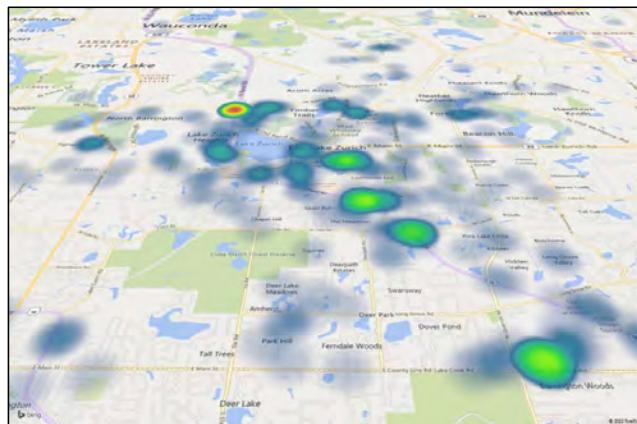


The following graphic is a visual representation of call distribution for January. As visually displayed, the assisted living/memory care facilities are a large portion of our department calls and are consistently within the top ten locations responded to each month. We frequently respond to doctor offices, health clinics, and automobile accidents near the Route 12 corridor.

Frequent Call Locations:

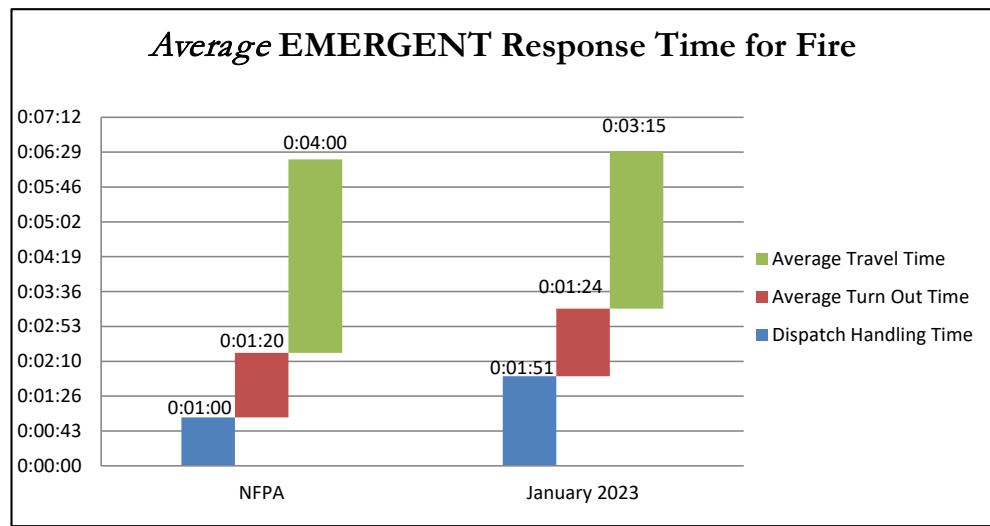
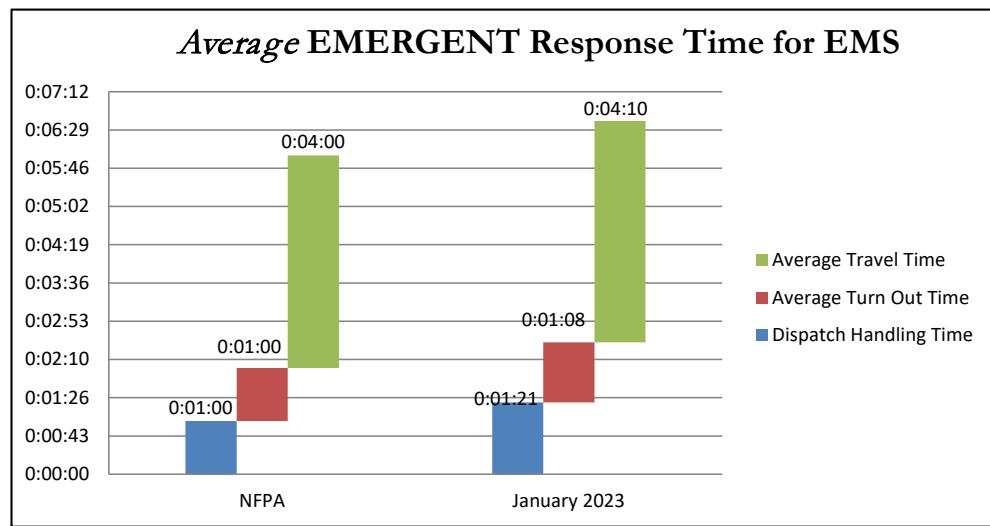
The below locations accounted for 20% of the call volume for January 2023.

- 795 N. Rand Road – Azpira Place of Lake Zurich – 35 responses
- 21840 Lake Cook Road – Deer Park Village Senior Living – 16 responses
- 900 S. Rand Road – Avantara Health Care Center of Lake Zurich – 13 responses
- 555 America Ct – The Auberge at Lake Zurich – 6 responses
- 250 Mohawk Trail – Zurich Meadows – 6 responses



Response time includes three key factors: dispatch handling, turnout, and travel time. Dispatch handling time is when dispatch takes in information and then dispatch personnel. The turnout time is when the crews receive the call to the time they get into the vehicles and hit the enroute button. Travel time reflects the time from en route to when they arrive at the incident scene. Construction, speed limits, weather, and train traffic can impact response times. The overall goal for arrival at an emergency fire call is 6 minutes and 20 seconds from the time of notification until the first unit arrives on the scene. For a response to an EMS incident, this time is 6 minutes.

The following two graphs compare the average emergency response times for Fire and EMS calls within our first arriving unit's primary response area. These times will vary based on the first responding unit's location, multiple calls, weather, time of day, and traffic conditions.



TRAINING DIVISION

During January, we completed the following shift training:

EMS Continued Education – Paramedics attended EMS CE covering special patient populations and medical devices.

Building Construction & Size-up – Review of fire flow through a building based on varying construction types.

Elevator Control – Crews trained on proper techniques for controlling an elevator during emergency situations.

Leadership Video – Crews completed leadership development training

Vehicle Size-up – Crews completed training on sizing up a vehicle following a crash for stabilization and extrication.

Probationary Program - Probationary members worked on completing Probationary Program. *(pictured right)*

Lifting and Cribbing – Crews completed vehicle stabilization using lifting and cribbing techniques.

Lockout / Tagout – Crews completed IL-OSFM equipment lockout/tagout training.

Ropes and Knots – Crews completed a review of ropes and knots.

Rope Operations Pre-class – Crews completed a review of basic rope rescue information for the Rope Rescue certification class we are running in-house, starting in February.

Traffic Incident Management – Crews completed training on how to safely block traffic on the roadway during varying situations.



Company Needs – Company Officers evaluated their crew and based the training on the needs of their company. This included department SOG review and Daily Training Bulletin completion.

Weekly Equipment Review – On a weekly basis crews review department equipment and ensure they can operate is properly and effectively.

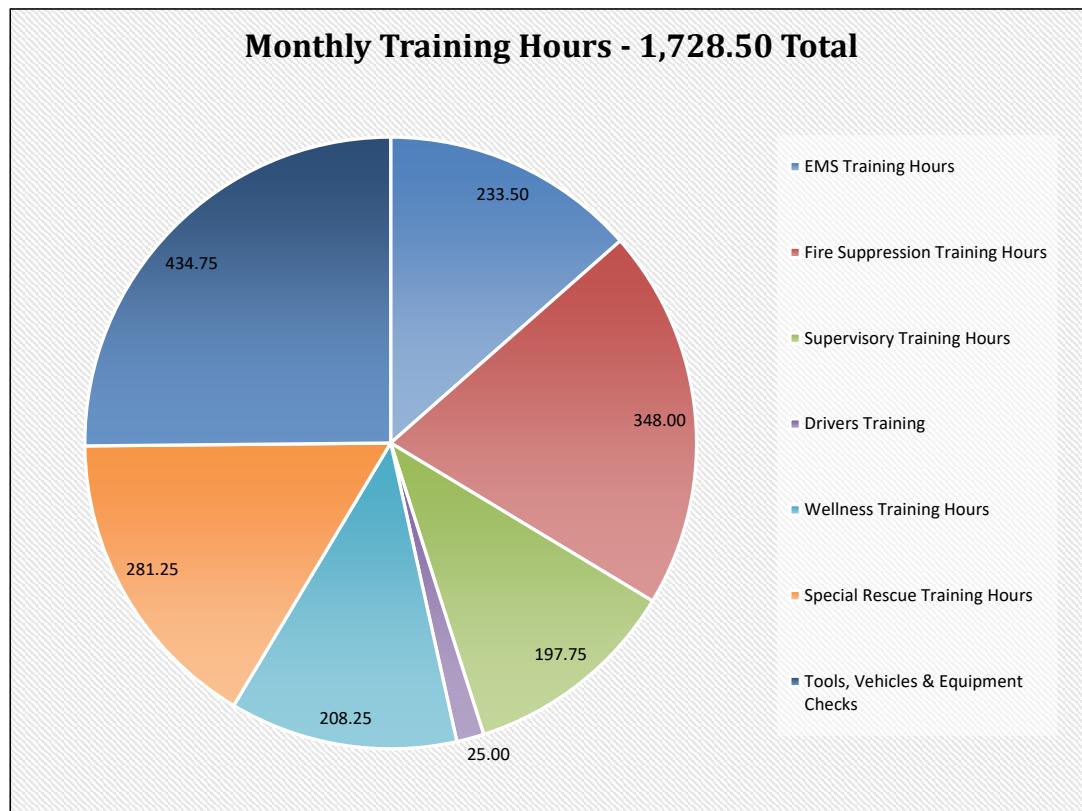
The following members attended outside training:

Deputy Chief Kelly completed the 8 hour NIMS G-191 class.

Captain Kammin attended the 8 hour Albert Schlick Memorial Symposium.

Firefighter/Paramedic Erb attending the 2 day IFSI Winter Fire College in Champaign.

Firefighter/Paramedic Bene completed the 4 hour NCH EMS Preceptor class.



FIRE PREVENTION BUREAU

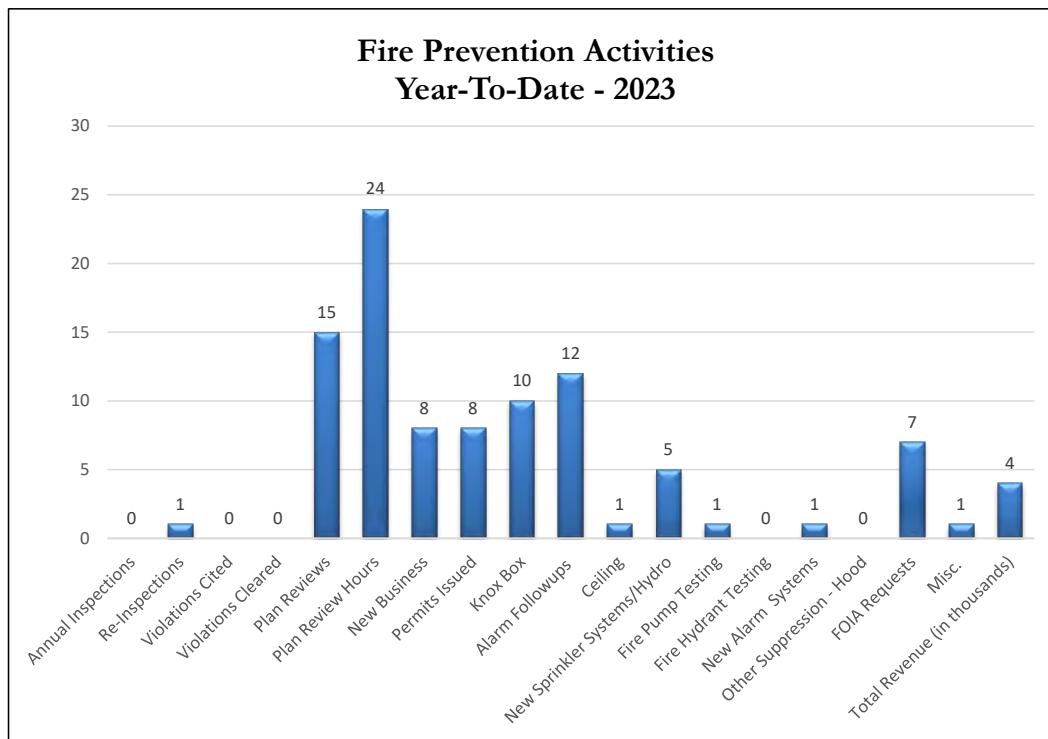
The new ESO Fire Inspection Program was implemented in January 2023. The Fire Prevention Bureau committed their time and resources to mastering the new program, as well as ensuring the property inspection data transfer from the old software was all correct.

In January, the Fire Investigation Team investigated a total of two fires. The Fire Prevention Bureau received 7 FOIA requests which required a total of 6 hours to complete.

Construction meetings were held for several projects in the Industrial Park. In the month of January, the Fire Prevention Bureau addressed and followed up with numerous sprinkler and alarm issues.

JANUARY 2023 ACTIVITIES

- Public Education talk to seniors at the Deer Park Village
- Fire Investigation Training
- Assisted Echo with tracking down an underground water leak on their fire service line which was causing the fire pump to activate.
- Radio System testing at Life Time.
- Fire Investigation follow-up at Aircraft Propeller on Telser Road





PARKS & RECREATION DEPARTMENT

MONTHLY INFORMATION REPORT

January 2023

HIGHLIGHTING DATA METRICS
TO IDENTIFY OPERATIONAL TRENDS
AND
FACILITATE INFORMED DECISION MAKING

70 E. MAIN STREET
LAKE ZURICH, IL 60047

Departmental Narrative

The department is making preparation for the upcoming Spring and Summer season with registration set to begin with the delivery of the seasonal brochure set to hit households the first week in February. Please note that the department is continuing to offer a day camp priority registration period for Lake Zurich residents thru March 13th. The guide will also feature the lineup of weekly variety camps, aquatics features/offerings such as nonmotorized craft dry storage and rentals along with highlighting new independent contractor partnerships such as LifeSport (adult pickleball and tennis), Dog Obedience and Exact Sports (youth lacrosse and volleyball). Registration is already underway for the 2023-2024 Yellow Brick Road Preschool school year with over 70 children (ages 2-4) registered.

The department has now begun to hire for aquatics and camp seasonal positions. The staff team plans to attend the upcoming career expos held at Stevenson and Lake Zurich High School to spread the word on our Summer opportunities at the Village. Positions are posted on the Village's website with interview set to begin late February/early March. Any interested individuals are encouraged to apply at <https://lakezurich.org/jobs.aspx> Still posted online are the Guest Service Associate and Recreation Supervisor-Special Events opportunities as well in hopes to begin interviewing early February.



The Impulse Dance team participated in their first of three scheduled competitions for the year, Dance Idol, of the year at Des Plaines Park District on February 3rd-5th. 68 of our dancers performed a total of 27 dances across multiple levels and genres and took home the following awards: **Freedom**- Gold, 1st in category; **Let's go crazy**-Idol Star Choreography award, 1st in category, Best luminary open; **Doo Wop Diner**-Gold, 1st in category, 1st place overall; **Grown women**- Gold, 2nd in category; **Little bird**- Silver, 1st in category; **Make it look easy**

Platinum 1st in category, 3rd place overall; **Coast**-Gold, 2nd in category, 5th place overall; **Bad news**-Gold, 2nd in category; **Mr. 305**-Platinum, 1st in category, 1st place overall, Precision award, Best luminary jazz; **Wild things**- Gold, 1st in category, 6th place overall; **Think to myself**- Gold; **Tick Tock**- Gold, Creative concept award; **Tainted love**-Platinum, 2nd in category, 4th place overall; **Leave a light on**- Platinum, 1st in category, 4th place overall, Choreography award; **Rushing back**-Platinum, 1st in category, 8th place overall; **Convergence**- Gold, 2nd in category, 10th place overall; **Paris fashion**- Gold, 1st in category, 8th place overall, Creative concept award; **La celebracion**- Platinum, 1st in category, 3rd place overall; **It's time to dance**- Platinum, 1st in category, 5th place overall; **Chase the wind**- Gold, 1st in category, 5th place overall; **From dream to dream**- Platinum,

1st in category, 3rd place overall, Technique award, Best superstar ballet; **The Sanderson sisters**- Gold, 1st in category, 5th place overall; **Noise ordinance**- Platinum, 1st in category, 2nd place overall, Best superstar modern; **About time**- Platinum, 1st in category, 5th overall; **Hestia**- Platinum, 2nd in category, 9th overall; **Smile**- Platinum, 1st in category, 8th place overall, Emotional execution award; **Heat of stone**- Gold, 2nd in category, 11th place overall

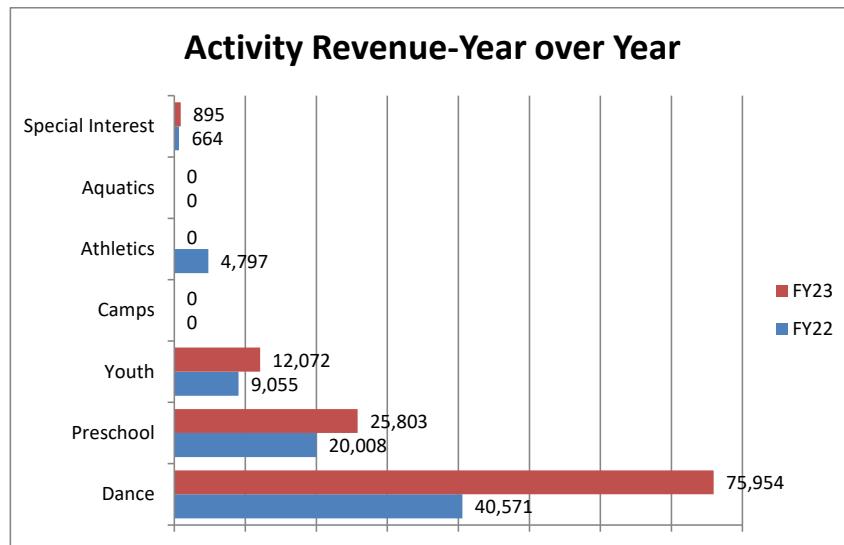
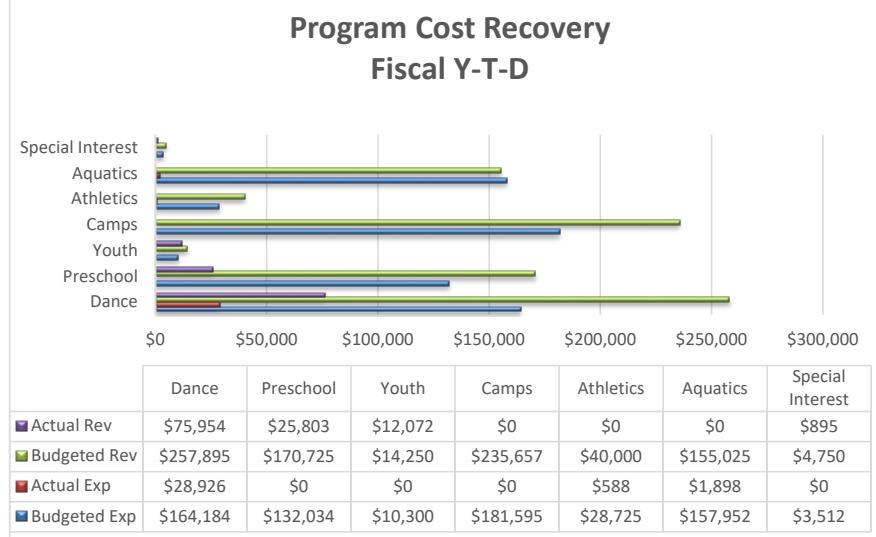
Congratulation to Dance Coordinator Mollee Johnson, her dance team and all the Impulse dancers who competed!



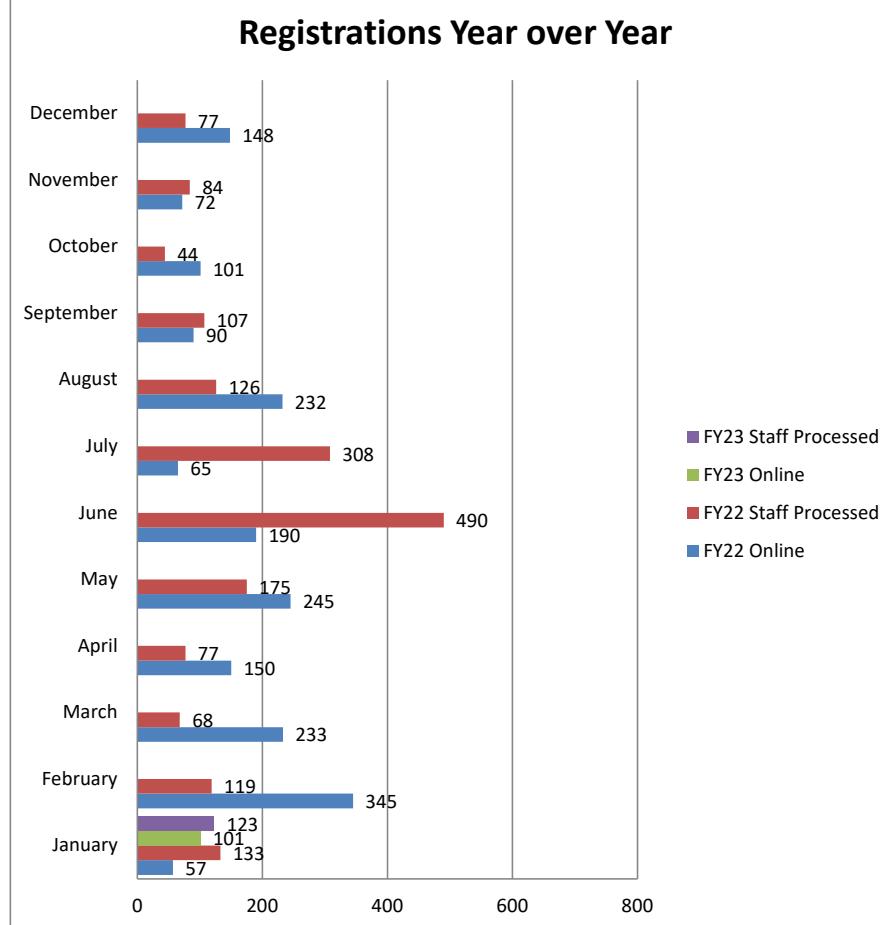
Event committees are continuing to meet to finalize vendors and marketing materials as well as event logistics. The department will be working with the Mayor's Office in the upcoming months to reach out to community sponsors and organizations. The next internal events that the department is preparing for is the Free Annual Egg Hunt to be held on Saturday, April 1st at Paulus Park, the Tween Egg Dash & Dessert event (4/7) and Arbor Day (4/29) at Paulus Park.

The department is continuing to work with the Public Works team to complete a variety of projects including the Chalet deck replacement, Paulus Park Bandshell/Electronic Marquee Concept, RFP for the Playground Replacement at Jonquil Park, and punch list items associated with the OSLAD Paulus Park grant (anticipated to be wrapped up by March 1st). The department will also be coordinating the roof replacement with the Public Works Department making necessary modifications to program schedules.

External events who have submitted their paperwork to hold their events on Village property in 2023 include Purple Plunge (3/4), Unplugged Fest (8/6), Brazilian Festival (8/12), Alpine Races (8/20), Bushel of Apples Fest (9/22-9/24) and Jack O Lantern World to return in 2023 with event application consideration to be forwarded to both the Park and Recreation Advisory Board and Village Board this February. The department will continue their collaboration with Ancient Oaks Foundation quarterly community events such as Spring Wildflower Show and Monarch Mania, that can be viewed in the brochure. Further details on both Village sponsored, external and internal events can be found in our seasonal program brochure, online or by contacting the department.



All programs are exceeding revenue year over year with the exception of athletics which is currently down as we had to cancel all winter programs that operate out of the Chalet due to the renovation of the floor and deck. Dance revenue has increased year over year due to an increase in the Impulse Dance Company program as well as their participation in competitions and conventions in the upcoming year.



Online registration is available to all residents and non-residents enrolling in programs. Beach membership and facility rentals must be made in person at the Paulus Park Barn. Payments made at the beach are NOT included in these numbers.



PUBLIC WORKS DEPARTMENT

MONTHLY INFORMATION REPORT

January 2023

HIGHLIGHTING DATA METRICS
TO IDENTIFY OPERATIONAL TRENDS
AND
FACILITATE INFORMED DECISION MAKING

505 TELSER ROAD
LAKE ZURICH, IL 60047

DEPARTMENTAL NARRATIVE

Winter Operations: Crews have prepared all vehicles and equipment associated with winter operations. Initial blending of liquid de-icing products used in anti-icing and pre-wetting of granular material is complete and will continue throughout the season. Crews responded to seven (7) events in January with snow totaling 11.9 inches. Detailed resource usage can be found in the graphs in the final section of this report.

Infrastructure Projects: Preparations of bid documents has begun for 2023.

Emerald Ash Borer Planting has entered its final year. St Aubin Nursery and Landscaping Inc. will be completing the plantings in this final year of a three (3) year agreement which began in 2021.

January Water Main Break Locations:

8 Northcrest Rd
510 Ginger Trail
825 S. Rand Rd
685 Old Mill Grove Rd

Water Main Replacement:

A plan for the Rt. 12 water main replacement (between L.A. Fitness and Starbucks) is being reviewed and is anticipated to be part of the 2023 scheduled improvements. This segment will continue to remain out of service until the planned improvements are completed.

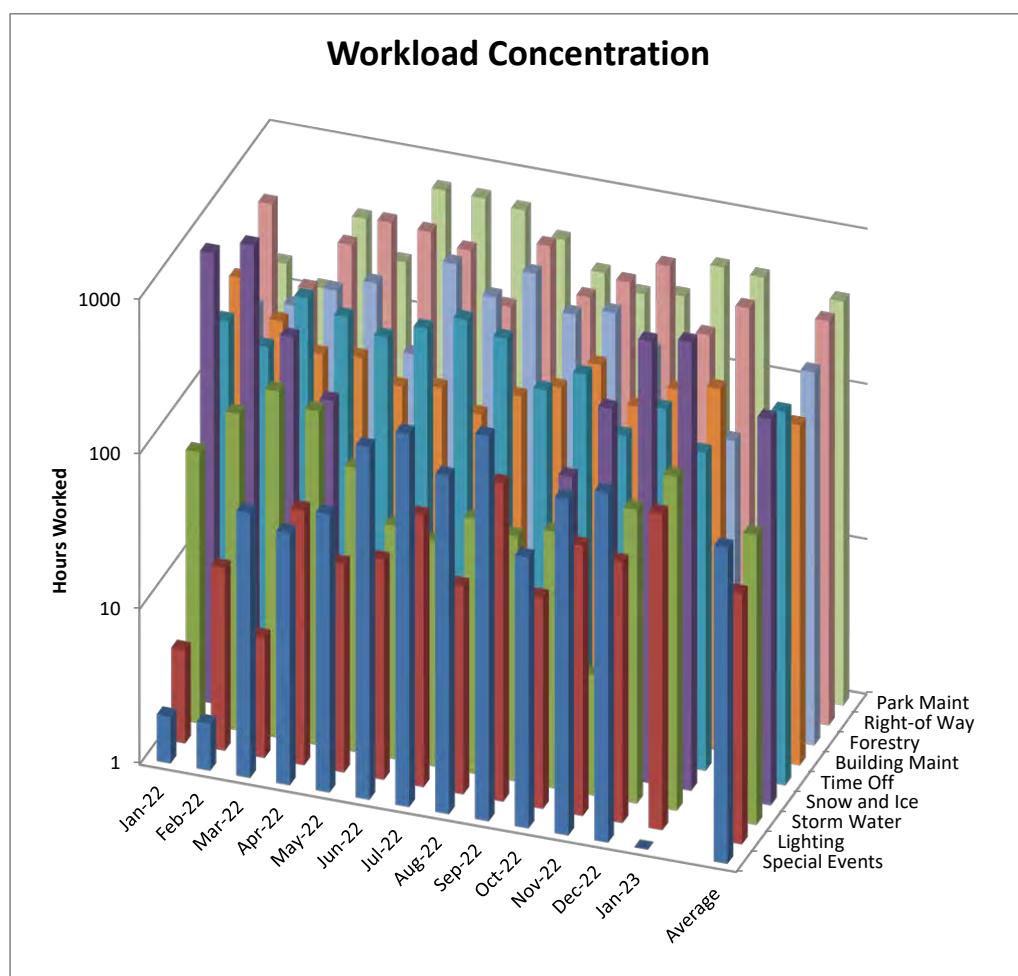
The sole bid for S. Old Rand water main replacement was rejected due to higher than anticipated cost. The project scope of work will be reviewed and will be rebid at a future date for consideration of the 2023 scheduled improvements.

Employee Training:

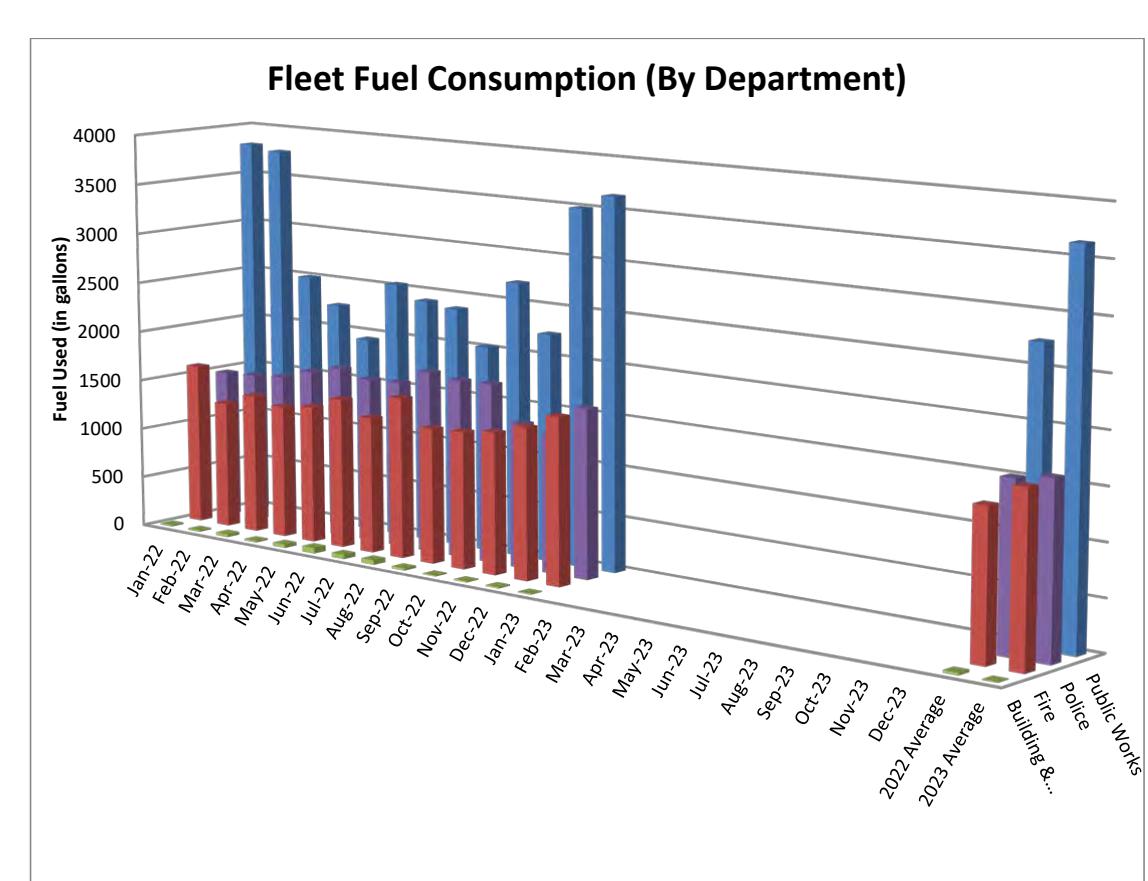
Anniversaries:

New Employees:

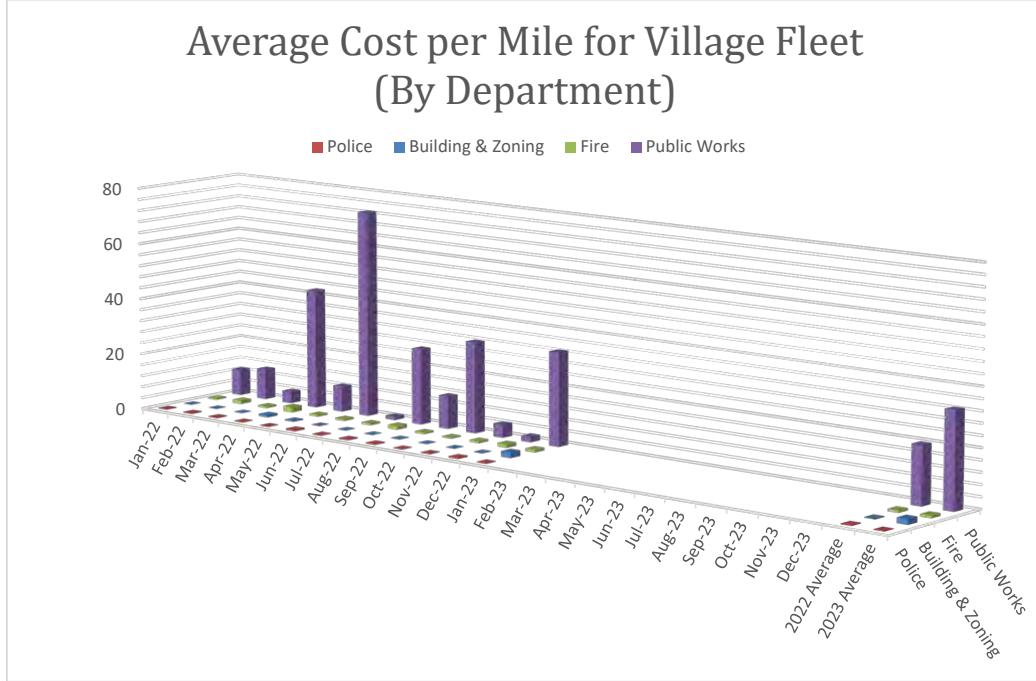
Staff Kudos:



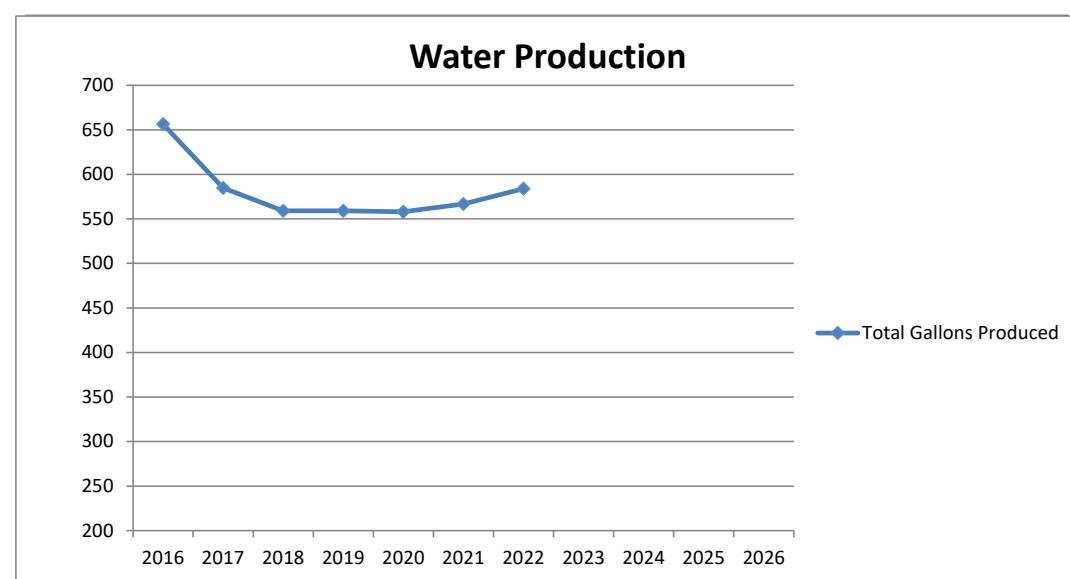
A core function of Public Works are related to the completion of work orders for several categories, including administrative, forestry, park maintenance, municipal property maintenance, right-of-way, snow and ice, street lighting, and storm water system maintenance. This chart shows the number of hours worked on major activities.



Tracking fuel consumption allows staff to make informed decisions relating to the municipal vehicle fleet, including the number of vehicles in each department, the types of vehicles purchased and the type of fuel source used. Dramatic fluctuations in fuel consumption can occur during events such as heavy snowstorms. (Output measure)



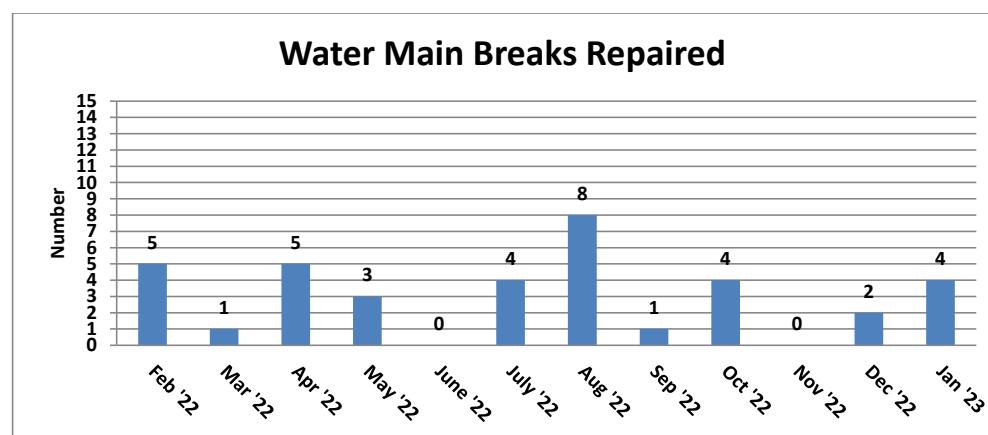
Vehicle cost per mile is an initial indicator of an efficient fleet operation. With basic cost per mile information in hand, all components that feed into that cost can be scrutinized and measured. These components include labor rates, fuel costs and parts costs. Looking further into the Village' vehicle cost per mile, staff can measure other components such as average vehicle age. When vehicles are replaced within their life cycle, the impact is usually positive.



From 2012 to 2015, there was a steady decline in the annual volume of water produced and used by our community. This trend was altered in 2016 due to dry weather leading to increased watering of lawns and landscaped areas.

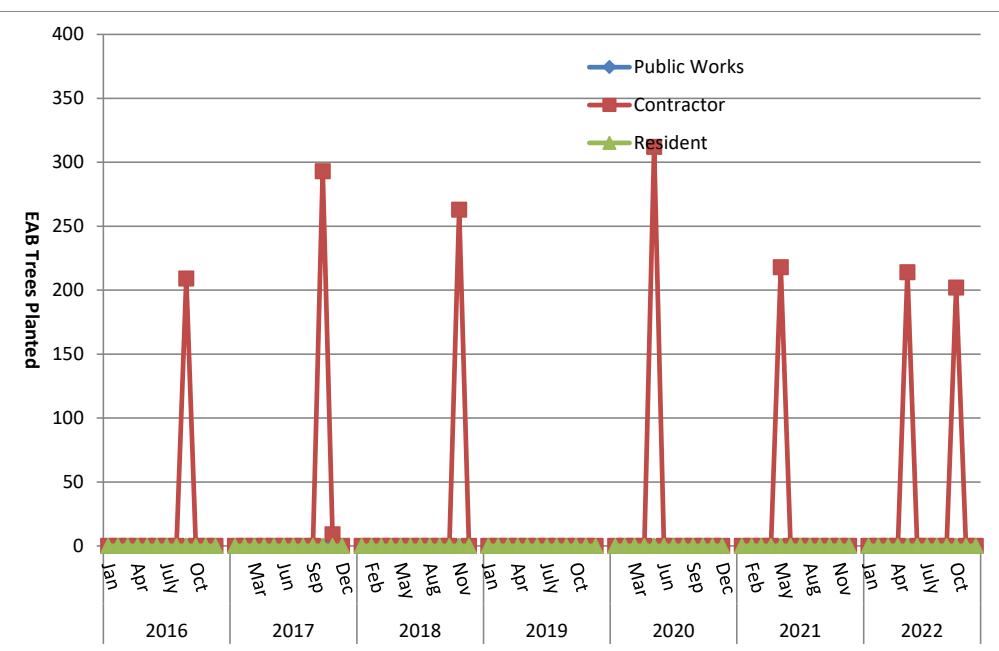
| | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 |
|--------------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|---------------|------|
| January | 49.301 | 46.667 | 45.868 | 44.227 | 43.867 | 42.319 | 43.414 | 44.980 | |
| February | 45.801 | 40.952 | 41.098 | 41.452 | 41.645 | 40.367 | 39.261 | | |
| March | 53.467 | 44.543 | 43.155 | 43.946 | 43.552 | 42.924 | 41.852 | | |
| April | 55.963 | 49.974 | 45.098 | 43.570 | 40.662 | 45.129 | 43.301 | | |
| May | 60.273 | 49.588 | 48.065 | 45.339 | 44.834 | 51.240 | 67.048 | | |
| June | 63.819 | 56.169 | 46.114 | 45.489 | 51.130 | 56.763 | 60.282 | | |
| July | 68.751 | 53.755 | 57.074 | 59.526 | 54.529 | 53.105 | 55.144 | | |
| August | 66.229 | 54.746 | 54.067 | 61.419 | 58.959 | 54.083 | 55.279 | | |
| September | 58.664 | 53.928 | 46.809 | 44.786 | 51.040 | 51.058 | 48.164 | | |
| October | 45.838 | 47.169 | 44.369 | 43.476 | 44.443 | 44.019 | 44.912 | | |
| November | 42.120 | 42.335 | 42.089 | 41.475 | 40.680 | 42.441 | 40.581 | | |
| December | 46.088 | 44.961 | 45.305 | 44.379 | 42.684 | 43.222 | 44.757 | | |
| Total | 656.314 | 584.787 | 559.111 | 559.084 | 558.025 | 566.670 | 583.995 | 44.980 | |
| Avg | 1.793 | 1.598 | 1.532 | 1.532 | 1.529 | 1.553 | 1.600 | 1.451 | |
| % incr/decr | 11.37% | -12.23% | -4.59% | 0% | -0.02% | 1.55% | 3.06% | | |

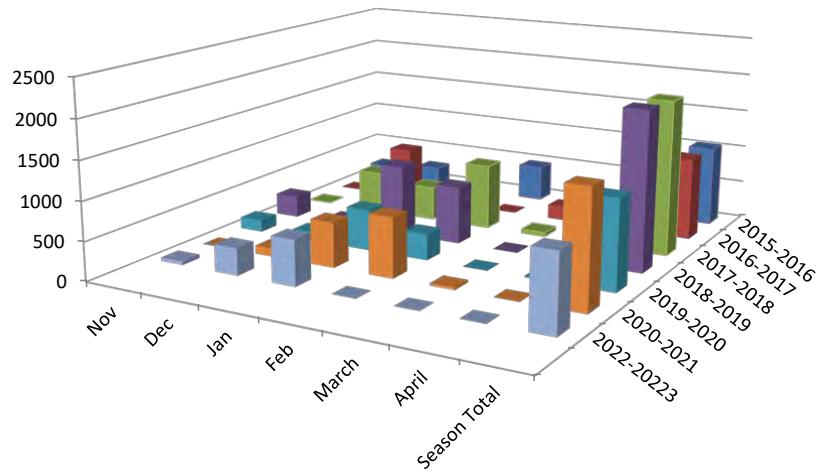
The highlighted months are the lowest for each of these months in the last 6 years. The highest monthly production in the last 6 years occurred in July of 2016. In 2022, our daily average was 1.6 million gallons per day.



A water main break can be a hole or crack in the water main. Common causes of breaks in the water main include: age, pipe material, shifting in the ground attributed to fluctuations in moisture and temperature (below and above the frost line), corrosive soil that causes a thinning of the water main pipe, improper backfill, severe changes in water pressure (hammer) which has several causes and physical contact (damage) by excavating contractors.

Emerald Ash Borer Tree Replacement Program



Tons of Road Salt**Gallons of Liquid Deicer**